

**AUGUST 29, 2019 UNIFIED GOVERNMENT BOARD OF
COMMISSIONERS MEETING
ORDER OF BUSINESS
MEETING TO CONVENE AT 7:00 PM**

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. INVOCATION GIVEN BY REVEREND CYNTHIA SMART, MASON MEMORIAL
UNITED METHODIST CHURCH**
- IV. PLEDGE OF ALLEGIANCE**
- V. REVISIONS TO THURSDAY, AUGUST 29, 2019 AGENDA**
- VI. CLERK'S STATEMENT**
(Anyone wishing to speak about a particular item on the Consent Agenda must notify the Mayor when he asks if there are any "set-asides" on the Consent Agenda. Your item will then be discussed and voted on separately. All remaining items on the Consent Agenda are viewed as a single group and voted on with one vote.)
- VII. PLANNING AND ZONING CONSENT AGENDA**
- VIII. PLANNING AND ZONING NON-CONSENT AGENDA**
- IX. MAYOR'S AGENDA**
- X. REGULAR CONSENT AGENDA**
- XI. PUBLIC HEARING AGENDA**
- XII. STANDING COMMITTEES' AGENDA**
- XIII. ADMINISTRATOR'S AGENDA**
- XIV. COMMISSIONERS' AGENDA**
- XV. LAND BANK BOARD OF TRUSTEES' CONSENT AGENDA**
- XVI. PUBLIC ANNOUNCEMENTS**
- XVII. ADJOURN**

SERGEANT-AT-ARMS: CAPTAIN RONALD SCHUMAKER

PLANNING AGENDA

VII. PLANNING AND ZONING CONSENT AGENDA

A. CHANGE OF ZONE APPLICATIONS

1. **#3199 - CHARLES MESTAGH**

Synopsis: Change of Zone from R-1 Single Family District to A-G Agriculture District for an accessory building at 7615 Swartz Road, submitted by Robin H. Richardson, Director of Planning, 573-5774 (**RECOMMENDED FOR APPROVAL**)
Tracking #: 19914

2. **#3200 - MICHAEL D. FOSTER WITH FOSTER AND ASSOCIATES**

Synopsis: Change of Zone from C-1 Limited Business District to C-3 Commercial District to allow apartments over commercial space at 3101 Strong Avenue, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 (**RECOMMENDED FOR APPROVAL TO CP-3 PLANNED COMMERCIAL DISTRICT**)
Tracking #: 19915

B. SPECIAL USE PERMIT APPLICATIONS

1. **#SP-2019-83 - DARYL EVERS**

Synopsis: Renewal of a Special Use Permit (#SP-2017-47 - expired 8/27/2019) for a liquor store at 2862 West 47th Avenue, submitted by Robin H. Richardson, Director of Planning, 573-5774 (**RECOMMENDED FOR APPROVAL FOR 15 YEARS**)
Tracking #: 19909

2. **#SP-2019-86 - ANDREW MORGANS**

Synopsis: Renewal of a Home Occupation Special Use Permit (#SP-2018-63 - expires 8/30/2018) for an AIRBNB at 616 Elizabeth Avenue, submitted by Robin H. Richardson, Director of Planning, 573-5774 (**RECOMMENDED FOR APPROVAL FOR 2 YEARS**)
Tracking #: 19910

3. **#SP-2019-90 - CHRISTI EATON AND KIM MAPLES WITH LITTLE LEADERS OF KCK, INC.**

Synopsis: Special Use Permit for a child care facility on the KCKCC campus at 7250 State Avenue, submitted by Robin H. Richardson, Director of Planning, 573-5774 (**RECOMMENDED FOR APPROVAL FOR 2 YEARS**)
Tracking #: 19921

4. **#SP-2019-91 - LAURA L. SANCHEZ WITH HOMESTEAD MONTESSORI FARM SCHOOL**

Synopsis: Home Occupation Special Use Permit to operate a private Montessori school for a maximum of 12 students (ages 6 to 15) at 3800 Weaver Court,

submitted by Robin H. Richardson, Director of Planning, 573-5774
(RECOMMENDED FOR APPROVAL FOR 2 YEARS)
Tracking #: 19922

5. **#SP-2019-92 - JOE HEIDRICK WITH CACTUS BED PROPERTIES, LLC**

Synopsis: Renewal of a Special Use Permit (#SP-2018-79 - expires 9/27/2019) for a short-term rental/AIRBNB at 3841 Lloyd Street, submitted by Robin H. Richardson, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL FOR 2 YEARS)**
Tracking #: 19911

6. **#SP-2019-93 - CHERYL SNOPEK WITH CHERBEAR'S DOG GROOMING**

Synopsis: Home Occupation Special Use Permit for a dog grooming business at 401 South 82nd Street, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL FOR 1 YEAR)**
Tracking #: 19923

7. **#SP-2019-94 - WIL ANDERSON WITH BHC RHODES FOR FRANK PERRY**

Synopsis: Renewal of a Special Use Permit (#SP-2017-31 - expires 8/31/2019) for the Temporary Use of Land for a security office trailer at 8130 Kaw Drive, submitted by Robin H. Richardson, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL FOR 2 YEARS)**
Tracking #: 19912

C. PLAN REVIEW APPLICATION

1. **#PR-2019-16 - DAVID CONTAG WITH DLR GROUP**

Synopsis: Preliminary and Final Plan Review for an athletic complex for Turner USD #202 at 2211 South 55th Street, submitted by Robin H. Richardson, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL)**
Tracking #: 19924

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

1. **AN ORDINANCE** rezoning property at 8525 Parallel Parkway (#3194) from C-1 Limited Business District to CP-3 Planned Commercial District

Tracking #: 19926

2. **AN ORDINANCE** rezoning property at 2718 North 119th Street (#3191) from AG Agriculture (WYCO) District to A-G Agriculture (City) District, submitted by Robin H. Richardson, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL)**

Tracking #: 19927

VIII. PLANNING AND ZONING NON-CONSENT AGENDA

A. MASTER PLAN AMENDMENT

1. #MP-2019-5 - MICHAEL OSBOURN WITH KAW VALLEY ENGINEERING

Synopsis: Master Plan Amendment from Public/Semi Public to Urban Residential (City-Wide Master Plan) at 3301 Garfield Avenue, submitted by Robin H. Richardson, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL – 6/1 VOTE)**

Tracking#: 19925

B. CHANGE OF ZONE APPLICATION

1. #3201 - MICHAEL OSBOURN WITH KAW VALLEY ENGINEERING

Synopsis: Change of Zone from R-1(B) Single Family District to RP-2(B) Two Family District for a residential duplex subdivision at 3301 Garfield Avenue, submitted by Robin H. Richardson, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL – 7/0 VOTE)**

Tracking #: 19916

C. SPECIAL USE PERMIT APPLICATIONS

1. #SP-2019-84 - ABDUL MAZID

Synopsis: Renewal of a Special Use Permit (#SP-2017-28 - expires 9/28/2019) for a used car dealership at 1010 Merriam Lane, submitted by Robin H. Richardson, Director of Planning, 573-5774 **(RECOMMENDED FOR DENIAL - 6/1 VOTE)**

Tracking #: 19917

2. #SP-2019-88 - JENNIFER PRIEST WITH SHOWALTER LAW FIRM

Synopsis: Special Use Permit for a short-term rental/AIRBNB at 423 Ann Avenue, submitted by Robin H. Richardson, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL FOR 1 YEAR - 5/2 VOTE)**

Tracking #: 19918

3. #SP-2019-89 - JENNIFER PRIEST WITH SHOWALTER LAW FIRM

Synopsis: Special Use Permit for a short-term rental/AIRBNB at 709 North 5th Street, submitted by Robin H. Richardson, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL FOR 1 YEAR - 6/1 VOTE)**

Tracking #: 19920

C. MASTER PLAN AMENDMENT

1. **#MP-2019-5 - MICHAEL OSBOURN WITH KAW VALLEY ENGINEERING**

Synopsis: Master Plan Amendment from Public/Semi Public to Urban Residential (City-Wide Master Plan) at 3301 Garfield Avenue, submitted by Robin H. Richardson, Director of Planning, 573-5774 (**RECOMMENDED FOR APPROVAL - 6/1 VOTE**)

Tracking #: 19925

TAX STATUS REPORT
BOARD OF COMMISSIONERS AGENDA FOR AUGUST 29, 2019

None of the properties included in applications to be considered on the Planning & Zoning agenda have delinquent taxes prior to 2017.

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

REGULAR AGENDA

IX. MAYOR'S AGENDA

X. REGULAR CONSENT AGENDA

1. **PLAT: 38LEAVENWORTH FINAL PLAT**

Synopsis: Plat of 38Leavenworth Final Plat located at 38th and Leavenworth Road, being developed by Farrukh Jamal, submitted by Brent Thompson, County Surveyor, and Troy Shaw, County Engineer.

Tracking #: 19929

2. **MINUTES**

Synopsis: Minutes from regular session of July 25, 2019; and special session of August 15, 2019.

Tracking #: MINUTES

3. **WEEKLY BUSINESS MATERIAL**

Synopsis: Weekly business material dated August 15 and 22, 2019.

Tracking #: WEEKLY BUSINESS MATERIAL

XI. PUBLIC HEARING AGENDA

XII. STANDING COMMITTEES' AGENDA

XIII. ADMINISTRATOR'S AGENDA

1. RESOLUTION: MEMORANDUM OF UNDERSTANDING (MOU) WITH AFSCME

Synopsis: A resolution authorizing the County Administrator to execute a Memorandum of Understanding (MOU) with American Federation of State, County, and Municipal Employees (AFSCME), effective January 1, 2018 through December 31, 2019, submitted by Melissa Sieben, Assistant County Administrator.

Tracking #: 19902

2. RESOLUTION: PREMIER AUTOMOTIVE

Synopsis: A resolution authorizing three assignment and assumption agreements between SVV 1, LLC, and Premier Automotive at the Legends, LLC; Premier Automotive of Bonner Springs, LLC; and Premier Automotive of Kansas City, LLC, submitted by Katherine Carttar, Director of Economic Development.

Tracking #: 19928

XIV. COMMISSIONERS' AGENDA

XV. LAND BANK BOARD OF TRUSTEES' CONSENT AGENDA

1. LAND BANK BUSINESS: POLICY CHANGES

Synopsis: Request consideration of proposed changes to the UG's Land Bank Policy, submitted by Chris Slaughter, Land Bank Manager.

*On August 19, 2019, the **Neighborhood and Community Development Standing Committee**, chaired by Commissioner McKiernan, voted unanimously to approve and forward to the Land Bank Board of Trustees.*

Tracking #: 19892

2. LAND BANK BUSINESS: NORTHEAST HOLD AREA LIFT

Synopsis: Request to lift the current hold on all Land Bank properties within the boundaries of the Northeast Master Plan area, submitted by Chris Slaughter, Land Bank Manager.

*On August 19, 2019, the **Neighborhood and Community Development Standing Committee**, chaired by Commissioner McKiernan, voted unanimously to approve and forward to the Land Bank Board of Trustees.*

Tracking #: 19893

3. LAND BANK BUSINESS: APPLICATIONS

Synopsis: Request consideration of the following applications, submitted by Chris Slaughter, Land Bank Manager.

1109 State Ave. - Leon Means, yard extension
1051 Ella Ave. - Maria Hernandez, yard extension
1508 Armstrong Ave. - Maverick Rodriguez, yard extension
2436 S. 18th St. - Michael Walker, yard extension
717 S. 19th St. - Ahmad Noory, yard extension
1043 Armstrong Ave. - Gobe Corporation, Inc., yard extension
1129 Osage Ave. - Hector Gonzalez, property acquisition
1258 SW Blvd. - Israel Garcia, art garden
20 Kansas Ave. - Pillar KC, LLC, new construction
1824 N. 13th St. - M Star Holdings, LLC, parking lot
1308 Wood Ave. - M Star Holdings, LLC, parking lot

*On August 19, 2019, the **Neighborhood and Community Development Standing Committee**, chaired by Commissioner McKiernan, voted unanimously to approve and forward to the Land Bank Board of Trustees.*

Tracking #: 19894

4. LAND BANK BUSINESS: SALE OF FORMER WHITTIER SCHOOL

Synopsis: Recommending the sale of the former Whittier School, 290 S. 10th St., to KC Casas, LLC, who plans to rehab the building for apartments and retail business, submitted by Chris Slaughter, Land Bank Manager.

*On August 19, 2019, the **Neighborhood and Community Development Standing Committee**, chaired by Commissioner McKiernan, voted unanimously to approve and forward to the Land Bank Board of Trustees.*

Tracking #: 19895

5. LAND BANK BUSINESS: TRANSFERS FROM LAND BANK

Synopsis: Request consideration of the following transfers from the Land Bank, submitted by Chris Slaughter, Land Bank Manager.

2521 Hiawatha St. to Community Housing of Wyandotte County
2523 Hiawatha St. to Community Housing of Wyandotte County
(These properties are part of the YouthBuild KCK Model Block Project to support neighborhood beautification and the building of safe and affordable housing. CHWC will be the non-profit home builder for the project.)

*On August 19, 2019, the **Neighborhood and Community Development Standing Committee**, chaired by Commissioner McKiernan, voted unanimously to approve and forward to the Land Bank Board of Trustees.*

Tracking #: 19896

6. LAND BANK BUSINESS: DONATION TO LAND BANK

Synopsis: Request consideration of the following donation to the Land Bank, submitted by Chris Slaughter, Land Bank Manager.

271 S. 12th St. (vacant lot) from Robot Automation Integration, Inc. c/o David Heaston

(Bought property at tax sale and was going to resell property. The deal did not proceed and owner states he cannot take care of property. Property has back taxes from 1988 totaling \$5,078.05).

*On August 19, 2019, the **Neighborhood and Community Development Standing Committee**, chaired by Commissioner McKiernan, voted unanimously to approve and forward to the Land Bank Board of Trustees.*

Tracking #: 19897

XVI. PUBLIC ANNOUNCEMENTS

XVII. ADJOURN



Urban Planning and Land Use

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

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

To: Unified Government Board of Commissioners
From: City Staff
Date: August 29, 2019
Re: Change of Zone Petition #3199

GENERAL INFORMATION

Applicant:
Charles Mestagh

Status of Applicant:
Property Owner
7615 Swartz Road
Kansas City, KS 66111

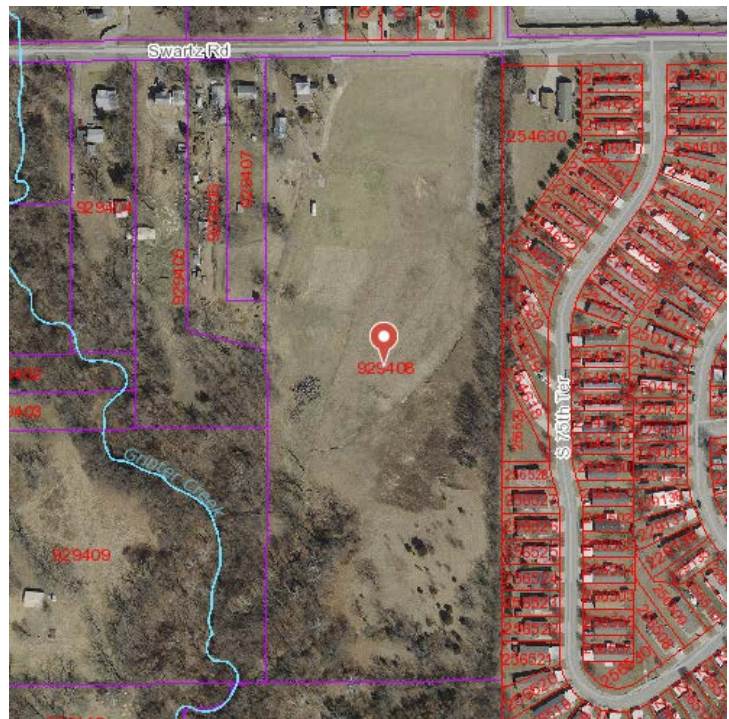
Requested Actions:
Change of Zone from R-1 Single Family District to A-G Agriculture District.

Date of Application:
June 25, 2019

Purpose:
To allow multiple accessory structures for agricultural use.

Property Location:
7615 Swartz Road

Commission Districts: Commissioner At- Large: Tom Burroughs
District Commissioner: Angela Markley



Existing Zoning: R-1 Single Family District

Surrounding Zoning:

North:	R-1 Single Family District
South:	R-1 Single Family District
East:	RP-M Planned Mobile Home Park District
West:	R-1 Single Family District

Existing Uses:

North:	Single Family Homes
South:	Large Lot Single Family Homes
East:	Mobile Home Park
West:	Large Lot Single Family Homes

Total Tract Size: 14.88 acres

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

Major Street Plan: The Major Street Plan designates Swartz Road as a collector street.

Advertisement: The Wyandotte Echo – July 18, 2019
Letters to Property Owners – July 11, 2019 and August 20, 2019

Public Hearings: August 12, 2019 and August 29, 2019

Public Opposition: No one appeared in opposition at the August 12, 2019 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Charles Mestagh, would like to rezone 14.88 acres at 7615 Swartz Road from R-1 Single Family District to A-G Agriculture District to allow agricultural uses and accessory structures.

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

FACTORS TO BE CONSIDERED

1. Neighborhood character.

The neighborhood is primarily residential. There is a variety of densities, with a high-density mobile home park to the east and low-density large single family lots to the south and west.

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

The proposed use could be compatible with the large lot residential uses nearby. The land has been used for agricultural purposes in the past.

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

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

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

The property is not vacant. There is a residential structure and the land is being used for agricultural uses.

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

The proposed use is not reasonably necessary for the convenience and welfare of the public; however, it will not substantially or permanently injure the appropriate use, visual quality or marketability of nearby property.

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

The proposed use would not increase parking or traffic in a way that would adversely affect road capacity, safety or create parking problems.

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

The proposed use conforms to the Master Plan

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

The proposed use would not cause environmental harm.

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

a. *Water service*

Available

b. *Sanitary sewer service*

The nearest sanitary sewer connection is along South 75th Terrace.

c. Storm water control

Available

d. Police

Police service is provided by West Patrol, District #221

e. Fire

Fire service is provided by Station #20

f. Transit

Not available in this area

g. Schools

Kansas City, Kansas USD 500

h. Streets

See item #6 above

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

The economic impact of the proposed use on the community would be minimal.

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

The proposed use is capable of meeting applicable ordinance requirements.

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

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

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on July 29, 2019. No one was in attendance. Meeting minutes and affidavit are attached.

KEY ISSUES

None

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 7 to 0 to recommend **APPROVAL** of Change of Zone #3199, subject to:

Urban Planning and Land Use Comments:

1. What will be proposed barn be used for?

Applicants Response: The barn is going to be used for equipment storage (tractor).

2. The adjacent parcel is zoned RP-M and is densely populated with mobile homes. How would you ensure separation from this population?

Applicants Response: A new fence will be put in, barbed wire 4 to 6 feet.

3. Are there currently, or have there in the past, been livestock living at this site? If yes, have there been any issues?

Applicants Response: There have been no issues. The property used to have cattle and horses, but they are no longer there.

4. What do you anticipate for future development at the site?

Applicants Response: I would like to leave the use agricultural. I will use the land for raising calves in spring, summer and fall to sell before winter. Not currently doing any farming but it could be a possibility in the future. Currently trying to get a permit for 1 additional storage building, possibly would add a building for the calves in the future but unsure for now.

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

6. Maximum of 5 cows plus their calves.

Public Works Comments:

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

- 1) None.

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

- 1) None.

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

1) None

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION

Staff recommends that the Board of Commissioners concur with the findings contained within the staff report related to *Factors to be Considered* and *Key Issues* and recommends **APPROVAL** of Petition #3199 subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

August 12, 2019 City Planning Commission Minutes
Neighborhood Meeting Minutes and Affidavit
Zoning Map
Plot Plan
Property Photos submitted by the applicant

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>Board of Commissioners</u>
Public Hearing	August 12, 2019	August 29, 2019
Rezoning	Approval	

STAFF CONTACT: **Kimberly Portillo**
 kportillo@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #3199 as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

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

OR

I move the Unified Government Board of Commissioners **DENY** Petition #3199 as it is not in compliance with the City Ordinances and as it will not promote the health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

August 12, 2019 City Planning Commission Minutes:

Hearing Starts At 11:38:

CHANGE OF ZONE APPLICATION #3199 – CHARLES MESTAGH – SYNOPSIS:

Change of Zone from R-1 Single Family District to A-G Agriculture District for an accessory building at 7615 Swartz Road. Detailed Outline of Requested Action: The applicant, Charles Mestagh, would like to rezone 14.88 acres at 7615 Swartz Road from R-1 Single Family District to A-G Agriculture District to allow agricultural uses and accessory structures.

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

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated August 12, 2019
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The Notice in the Wyandotte Echo dated July 18, 2019;
7. The Notices to property owners dated July 11, 2019.

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

Present in Support:

- ❖ Charles Mestagh, applicant, 7615 Swartz Road, Kansas City, Kansas 66111

Present in Opposition:

- ❖ No one appeared

Staff Recommendation Starts 12:40: Planning Director Richardson stated that the staff recommends approval subject to the stipulations in the staff report.

Motion and Vote Starts 13:48:

On motion by Ms. Huey, seconded by Dr. Serda, the Planning Commission voted as follows to **recommend APPROVAL of Change of Zone Application #3199:**

Carson	Chairman
Ernst	Aye

Huey	Aye
Jones	Aye
Miller	Aye
Pauley	Aye
Reasons	Aye
Serda	Aye
Cho	Not Present
Connelly	Not Present
Neal	Not Present

Motion to recommend APPROVAL Passed: 7 to 0
Subject to:

Urban Planning and Land Use Comments:

1. What will be proposed barn be used for?

Applicants Response: The barn is going to be used for equipment storage (tractor).

2. The adjacent parcel is zoned RP-M and is densely populated with mobile homes. How would you ensure separation from this population?

Applicants Response: A new fence will be put in, barbed wire 4 to 6 feet.

3. Are there currently, or have there in the past, been livestock living at this site? If yes, have there been any issues?

Applicants Response: There have been no issues. The property used to have cattle and horses, but they are no longer there.

4. What do you anticipate for future development at the site?

Applicants Response: I would like to leave the use agricultural. I will use the land for raising calves in spring, summer and fall to sell before winter. Not currently doing any farming but it could be a possibility in the future. Currently trying to get a permit for 1 additional storage building, possibly would add a building for the calves in the future but unsure for now.

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

6. Maximum of 5 cows plus their calves.

Public Works Comments:

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
 - 1) None.

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

1) None.

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

1) None

SAMPLE MINUTES:

Application Number 319A-7615

Date and Location: 7/29/19 7615 SWARTZ RD Kansas City KS 66111

Meeting called to order at: 5pm

Names of people in attendance: NO ONE CAME TO THE
NO SHOW MEETING

Introductions:

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

Questions and answers (include the following):

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

Meeting adjourned at: 5:45 pm

Minutes taken by: Chuck Mestagh

NOTING THAT THE REASON FOR THIS MEETING
WAS TO REZONE PROPERTY FROM R-1 TO AG
WANTING TO ADD A NEW BARN FOR Farm Eq + Shop

Questions -

NAME	WHAT THE QUESTION WAS	WHO ANSWERED + THE ANSWER

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF Kansas
Wyandotte SS:
COUNTY OF Wyandotte

Comes now Chuck M. [Signature] of lawful age, sound mind and open his/her oath states as follows:

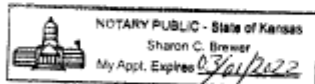
1. That I am the petitioner for Petition # ✓.
2. That I conducted a neighborhood meeting on _____.
3. Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Urban Planning and Land Use Department.

Further affiant saith not.

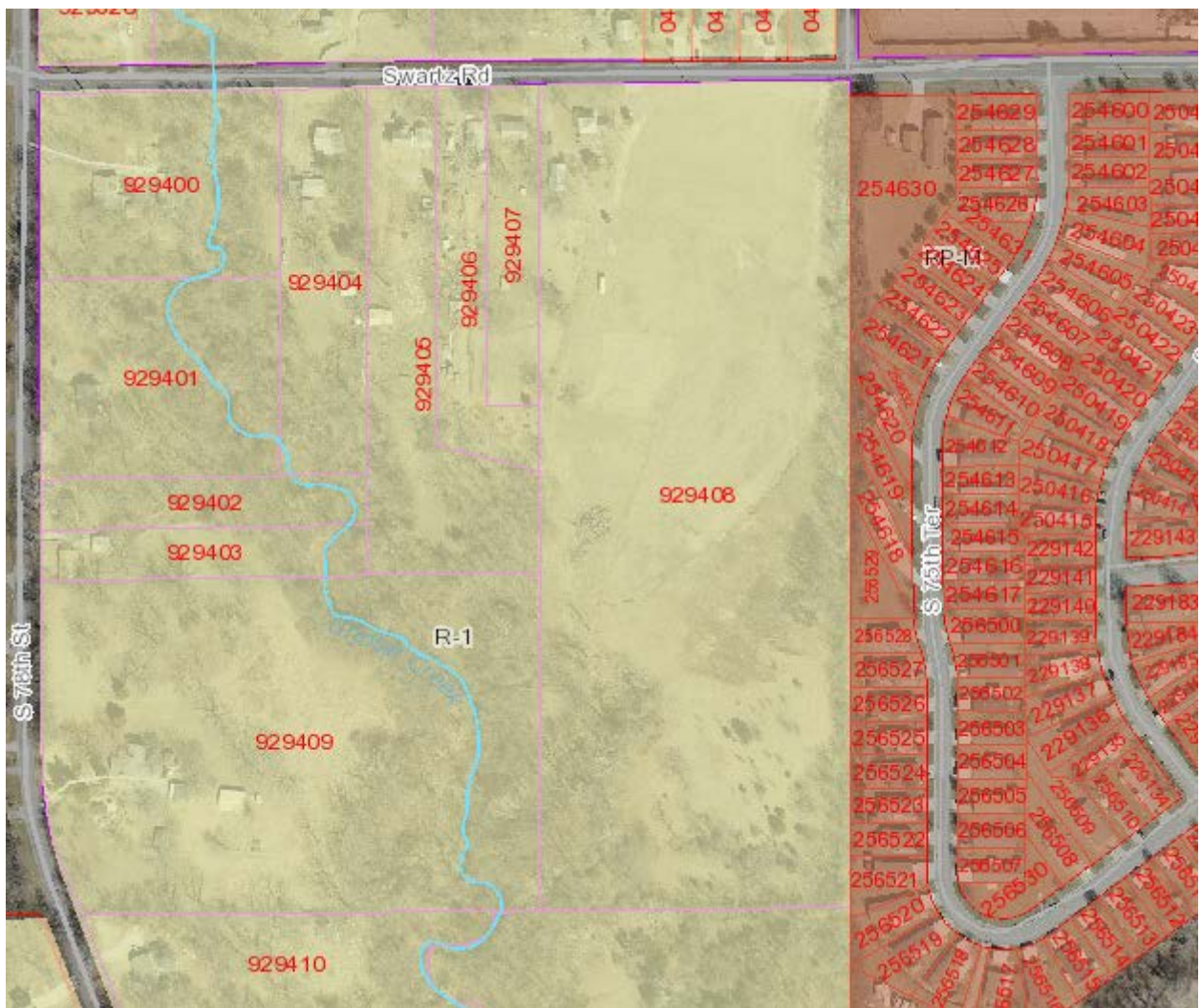
[Signature]
Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 30 day of July, 2019

My commission expires 03 of 01, 2022



Sharon C. Brewer
Notary Public

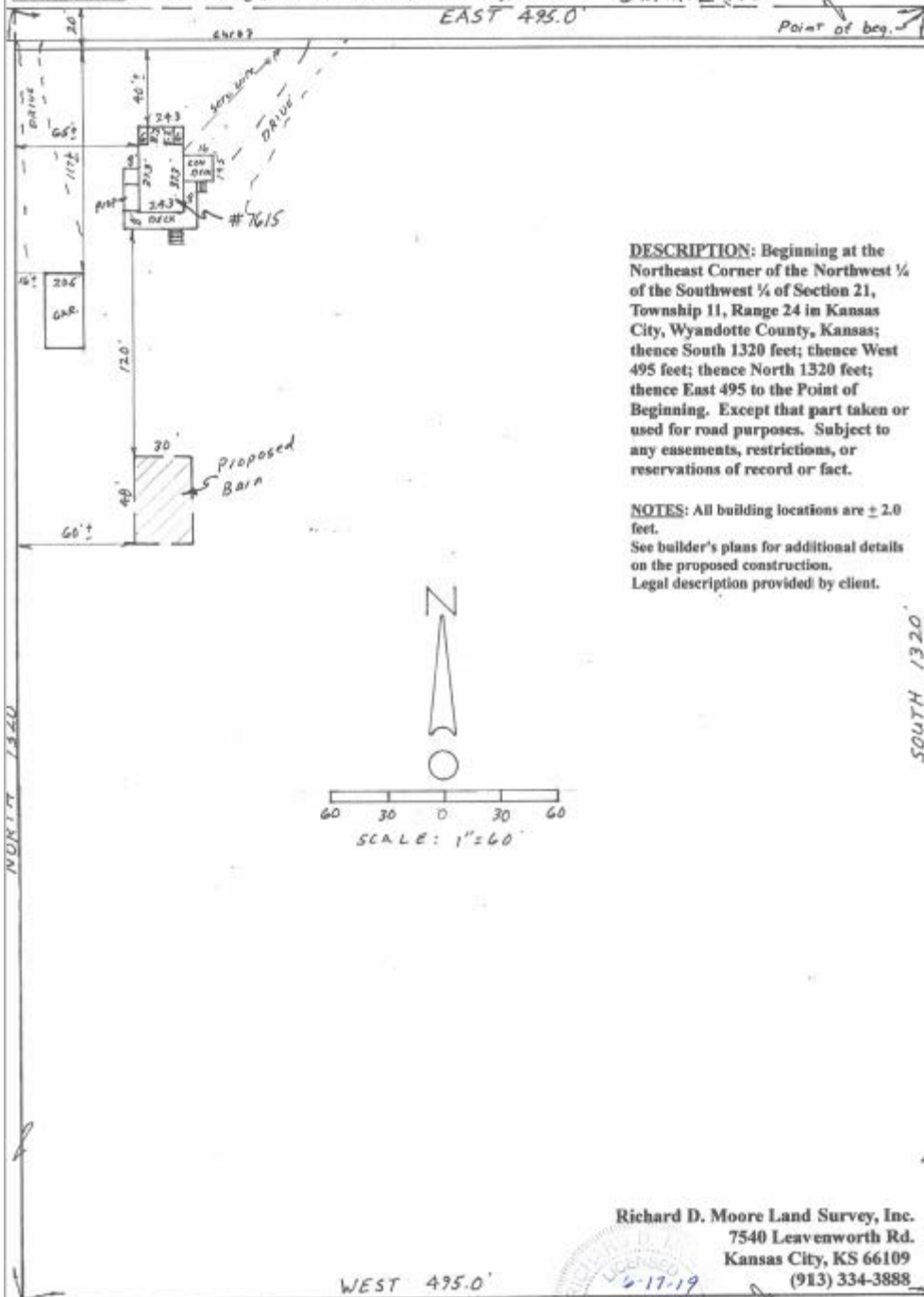


PLOT PLAN

This Plot Plan should not be used to establish any fences, buildings, or other structures except as shown on this original copy.
This does not constitute a boundary survey. No property corners were set. This is a pre-construction Plot Plan, only.

Job No. 19-79

ORDERED BY: Charles Mestagh; 7615 Swartz Road; Kansas City, KS 66111 SWARTZ RD









Urban Planning and Land Use

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

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

To: Unified Government Board of Commissioners
From: City Staff
Date: August 29, 2019
Re: Change of Zone Petition #3200

GENERAL INFORMATION

Applicant:
Michael Foster

Status of Applicant:
Representative
Lonnie Shanks with JC Architects
15105 Jowler Creek Road
Camden Point, MO 64018

Requested Actions:
Change of Zone from
C-1 Limited Business District to C-3
Commercial District

Date of Application:
June 28, 2019

Purpose:
To convert the second floor for an
apartment over an existing
commercial tenant space

Property Location:
3101 Strong Avenue



Commission Districts: 1. Commissioner At Large: Tom Burroughs
2. District Commissioner: Ann Brandau Murguia

Existing Zoning: CP-1 Planned Limited Business District

Surrounding Zoning: **North:** CP-1 Planned Limited Business District
 South: CP-1 Planned Limited Business District
 East: C-3 Commercial District
 West: CP-1 Planned Limited Business District

Existing Uses: **North:** Kansas City Kansas Public Library – South Branch
 South: Parking lot
 East: Vacant commercial building
 West: Vacant commercial building

Total Tract Size: .08 acre

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

Major Street Plan: The Major Street Plan classifies Strong Avenue as a Collector Street.

Advertisement: The Wyandotte Echo – July 18, 2019
Letters to Property Owners – July 12, 2019 and August 20, 2019

Public Hearings: August 12, 2019 and August 29, 2019

Public Opposition: No one appeared in opposition at the August 12, 2019 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Michael Foster wants to rezone the property from CP-1 Planned Limited Business District to C-3 Commercial District to convert the second floor of a commercial building to a one-unit apartment and keep the ground floor commercial tenant space located at 3101 Strong Avenue.

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

FACTORS TO BE CONSIDERED

1. Neighborhood character.

The neighborhood is a mix of commercial and residential uses. Along Strong Avenue is primarily commercial uses with residences along cross streets.

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

The zoning and uses of nearby properties are laid out above. The proposed use is expected to be compatible.

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

The removal of the restrictions would not detrimentally affect nearby business. Investment in this area would be beneficial to nearby properties. The property is suitable for commercial uses.

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

There is not a record of a business license being issued at this property.

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

The proposed use will not substantially or permanently injure the appropriate use, visual quality or marketability of nearby property.

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

Additional information is needed as to whether what type of commercial use is intended on the ground floor.

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

The proposed use conforms to the Master Plan.

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

This is not an issue.

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

a. *Water service*

Available

b. *Sanitary sewer service*

Existing

c. Storm water control

Existing

d. Police

Police service is provided by South Patrol, District #331

e. Fire

Fire service is provided by Station #7 located at 28th and Strong Avenue

f. Transit

Kansas City provides service along Strong Avenue, Route #104.

g. Schools

Kansas City, Kansas USD 500

h. Streets

See item #6 above

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

The proposed use would take a vacant building and make the second story habitable, which may open the potential for a commercial tenant to occupy the ground floor.

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

The proposed use is capable of meeting applicable ordinance requirements.

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

Having another residential dwelling along Strong Avenue would benefit public safety and welfare. If this application is denied, the applicant would need to find another commercial building for mixed use.

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on July 20, 2019. According to the applicant, no one appeared in opposition of the proposed project.

KEY ISSUES

Commercial Tenant

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 7 to 0 to recommend **APPROVAL** of Change of Zone #3200, subject to:

Urban Planning and Land Use Comments:

1. Subject to approval, rezoning will be to CP-3 Planned Commercial District.
2. Subject to approval, a \$50.00 ordinance publication fee must be submitted to the Urban Planning and Land Use Department following the Unified Government Board of Commissioners meeting.
3. For reference, the applicant wants to convert almost 2,300 square foot second floor for an apartment with a ground floor garage of a 4,800 square foot building and keep the ground floor commercial tenant space prepared for a tenant.
4. Per our DRC meeting, a building permit is required before remodeling can begin.
5. The ground floor depicts a “white box”. What are your intentions for future ground floor tenants?

Depending on the proposed tenant, those that require a special parking ratio in Sec. 27-668 (medical office, restaurant, bar, etc.) will require additional parking that cannot be provided on site. Either a parking agreement with an adjacent property owner to use their lot for parking or a parking variance will be required.

Applicant Response: No initial decision on the front 1,400 square feet on the main level. Balance of space is tool and equipment storage for other future use on other owned properties. It is currently now furniture storage, may consider an antique shop, but again, no immediate plans. If parking is needed, I will consider an agreement with Walker Automotive, owner of the parking lot directly south of my building and currently not in use.

Public Works Comments:

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

STAFF COMMENTS AND SUGGESTIONS

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

STAFF RECOMMENDATION

Staff recommends that the Board of Commissioners concur with the findings contained within the staff report related to *Factors to be Considered* and *Key Issues* and recommends **APPROVAL** of Petition #3200 subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

August 12, 2019 City Planning Commission Minutes
Applicant Response E-mail
Neighborhood Meeting Minutes
Site Plan
Floor Plan
Building Elevations

REVIEW OF INFORMATION AND SCHEDULE

Action	Planning Commission	Board of Commissioners
Public Hearing	August 12, 2019	August 29, 2019
Rezoning	Approval	

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

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #3200 as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

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

OR

I move the Unified Government Board of Commissioners **DENY** Petition #3200, as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

August 12, 2019 City Planning Commission Minutes:

Hearing Starts At 14:26:

CHANGE OF ZONE APPLICATION #3200 – MICHAEL D. FOSTER WITH FOSTER & ASSOCIATES – SYNOPSIS: Change of Zone from C-1 Limited Business District to C-3 Commercial District to allow apartments over commercial space at 3101 Strong Avenue. *Detailed Outline of Requested Action:* The applicant, Michael Foster wants to rezone the property from CP-1 Planned Limited Business District to C-3 Commercial District to convert the second floor of a commercial building to a one-unit apartment and keep the ground floor commercial tenant space located at 3101 Strong Avenue.

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

1. The City's currently adopted zoning and subdivision regulations;
 1. The official zoning map for the area in question;
 2. The City's currently adopted Master Plan for the area in question;
 3. The staff report and attachments dated August 12, 2019
 4. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
 5. The Notice in the Wyandotte Echo dated July 18, 2019; and
 6. The Notices to property owners dated July 11, 2019.

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

Present in Support:

- ❖ Lonnie Shanks, JC Architects, representing the applicant, 15105 Jowler Creek Road, Camden Point, Missouri 64018

Present in Opposition:

- ❖ No one appeared

Staff Recommendation Starts 16:00: Planning Director Richardson stated that the staff recommends approval subject to the stipulations in the staff report.

Motion and Vote Starts 16:15:

On motion by Mr. Miller, seconded by Ms. Pauley, the Planning Commission voted as follows to **recommend APPROVAL** of Change of Zone Application #3200:

Carson **Chairman**

Ernst	Aye
Huey	Aye
Jones	Aye
Miller	Aye
Pauley	Aye
Reasons	Aye
Serda	Aye
Cho	Not Present
Connelly	Not Present
Neal	Not Present

Motion to recommend APPROVAL Passed: 7 to 0
Subject to:

Urban Planning and Land Use Comments:

1. Subject to approval, rezoning will be to CP-3 Planned Commercial District.
2. Subject to approval, a \$50.00 ordinance publication fee must be submitted to the Urban Planning and Land Use Department following the Unified Government Board of Commissioners meeting.
3. For reference, the applicant wants to convert almost 2,300 square foot second floor for an apartment with a ground floor garage of a 4,800 square foot building and keep the ground floor commercial tenant space prepared for a tenant.
4. Per our DRC meeting, a building permit is required before remodeling can begin.
5. The ground floor depicts a “white box”. What are your intentions for future ground floor tenants?

Depending on the proposed tenant, those that require a special parking ratio in Sec. 27-668 (medical office, restaurant, bar, etc.) will require additional parking that cannot be provided on site. Either a parking agreement with an adjacent property owner to use their lot for parking or a parking variance will be required.

Applicant Response: No initial decision on the front 1,400 square feet on the main level. Balance of space is tool and equipment storage for other future use on other owned properties. It is currently now furniture storage, may consider an antique shop, but again, no immediate plans. If parking is needed, I will consider an agreement with Walker Automotive, owner of the parking lot directly south of my building and currently not in use.

Public Works Comments:

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

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

1) None

Toy, Byron

From: Parker, Janet
Sent: Tuesday, July 30, 2019 9:23 AM
To: Toy, Byron
Subject: FW: COZ #3200 Draft Staff Report

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

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

Thank you,

Janet L. Parker, CSC/APC



NOTE: All applications to be heard by the Board of Zoning Appeals and City Planning Commission are to be submitted to:

Tony S. Sabljak
Urban Planning and Land Use Annex
Neighborhood Resource Center
4953 State Avenue
Kansas City, KS 66102

From: mike <mike@fosterkc.com>
Sent: Wednesday, July 24, 2019 7:25 PM
To: Parker, Janet <jparker@wycokck.org>
Cc: Lonnie Shanks <lshanks15105@gmail.com>
Subject: RE: COZ #3200 Draft Staff Report

No initial decision on front 1400 sq ft of main level. Balance of space is tool and equipment storage for other future use on other owned properties.

Front 1400 sq ft, now furniture storage, may consider antique shop, but have no immediate plans. If parking is needed, will consider an agreement with Walker Automotive, owner of parking lot directly south of my building. Currently not in use.

Thanks,

Mike Foster, CCIM, CIPS, CRB, CRS
Foster & Associates, Inc.
(913) 262-0500

----- Original message -----

From: "Parker, Janet" <jparker@wycokck.org>
Date: 7/23/19 3:51 PM (GMT-06:00)
To: MIKE@FOSTERKC.COM, LSHANKS15105@GMAIL.COM
Cc: "Toy, Byron" <btoy@wycokck.org>, "Parker, Janet" <jparker@wycokck.org>
Subject: RE: COZ #3200 Draft Staff Report

Attached are the “draft” comments on this application. Please submit additional information/plans to our office, by **Tuesday, July 30, 2019**, at 12:00 Noon. Failure to respond will result in the case being held over for one month or a recommendation of denial. Contact **the Planner below with questions**. For engineering questions or to set an appointment, please contact **Martin Ntonjira** at mntonjira@wycokck.org.

Please also send a copy of the minutes, along with the attendance sheet, for your neighborhood meeting to Janet Parker (jparker@wycokck.org or Fax: 913-573-5796) by **Wednesday, July 31, 2019. (If this has not already been done.)**

NOTE: This application **will not** appear on any agenda until Public Works and Planning comments are resolved. Please schedule appropriate meeting(s) to discuss the comments.

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

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

Thank you,

Neighborhood Meeting

Application Number: #CZ-19401-00022

(Change of Zoning from C1 to C3, 3101 Strong Ave. KC, KS, 66106)

Date and Location: July 20, 2019, 3101 Strong Avenue, KC, KS 66106

Michael Foster greeted attendees at the entrance to 3101 Strong Avenue, KC, KS (arrow sign indicating entrance attached hereto) promptly at 5:00 pm. The first to arrive was John Coil of Jacanda Holdings, LLC, owner of 3017 Strong Avenue, KC, KS. A discussion ensued about the proposed single upstairs loft apartment. Plans were provided and an explanation of neighborhood advantages for a personal residence with building-mounted cameras. Coil seemed pleased with new Argentine investment, and offered to support the project.

Many others, listed on the attached Sign-In Sheet, arrived shortly thereafter with family members. Most were from locations outside the initial 200-foot perimeter included in the Unified Government's required mailing (certificate of mailings attached hereto).

Foster explained the reason for a zoning change from C1 to C3. He discussed the plans, loft style apartment, future uses for the main floor of the building and needed investment to revitalize the Strong Avenue corridor. There were several questions about shopping, the south police station, south library and other new commercial construction in the Argentine area. The new gas station and adjacent retail locations were discussed as welcome additions to the neighborhood. Everyone was pleased with the proposal for the loft-style apartment and that the building was no longer a closed-up location for storage only.

Page Two
July 20, 2019

Twelve attendees consisted of five heads of household (on attached Sign-In Sheet), three spouses and four children. There were no new arrivals after 6:00 pm and the Neighborhood Meeting concluded at 7:00 pm. After clean up, unrelated small-talk and personal thanks for the concerned neighbor participation, the lights were out and the door locked at approximately 7:30 pm

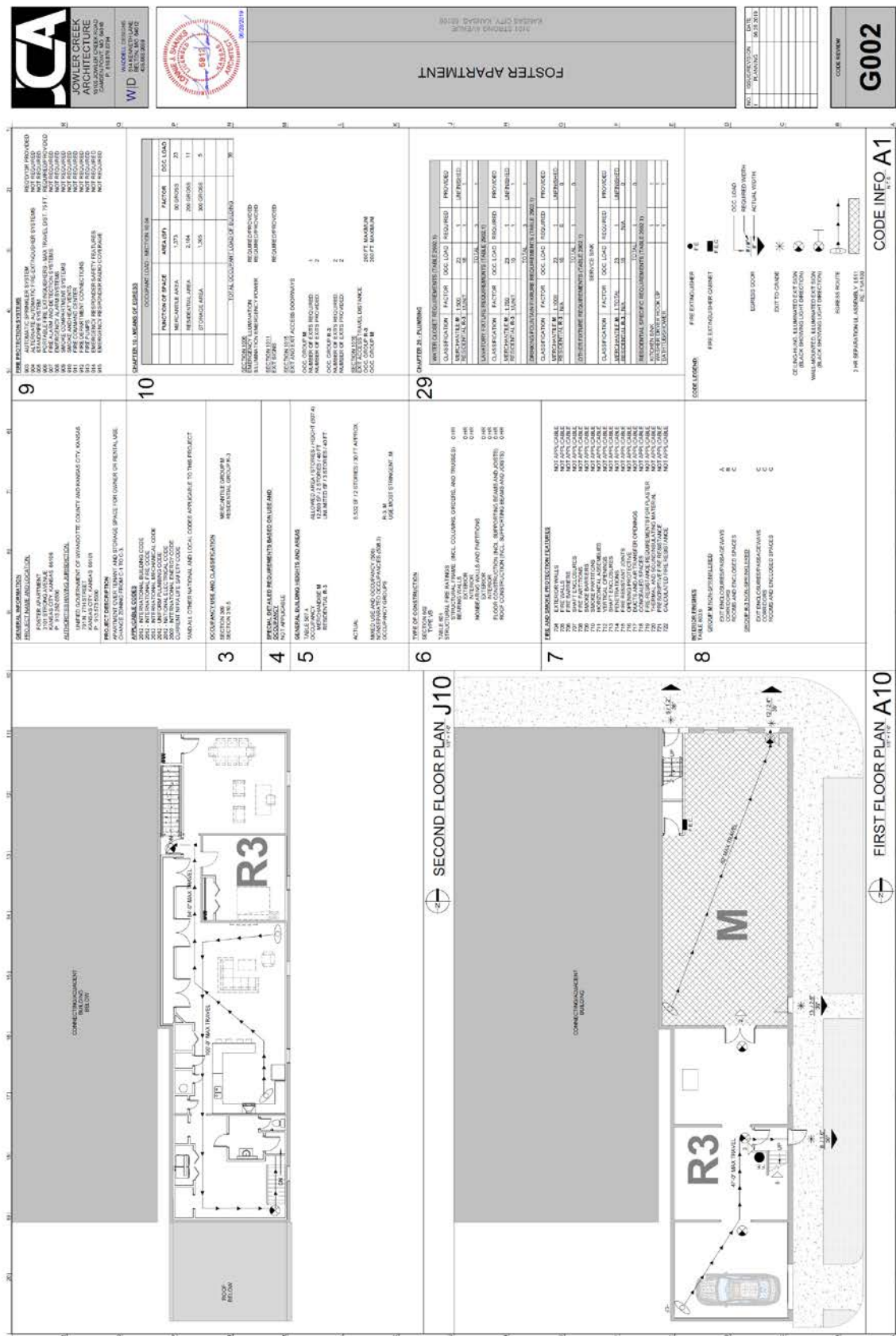
A few days prior to the Neighborhood Meeting, Foster met with Walker Automotive, 1416 S 30th Street, KC, KS, and the residential neighbor directly south of the subject property. The subject apartment and the parking area adjacent to the south of 3101 Strong Avenue, KC, KS were discussed with concern over the recent vandalism of a commercial vehicle.

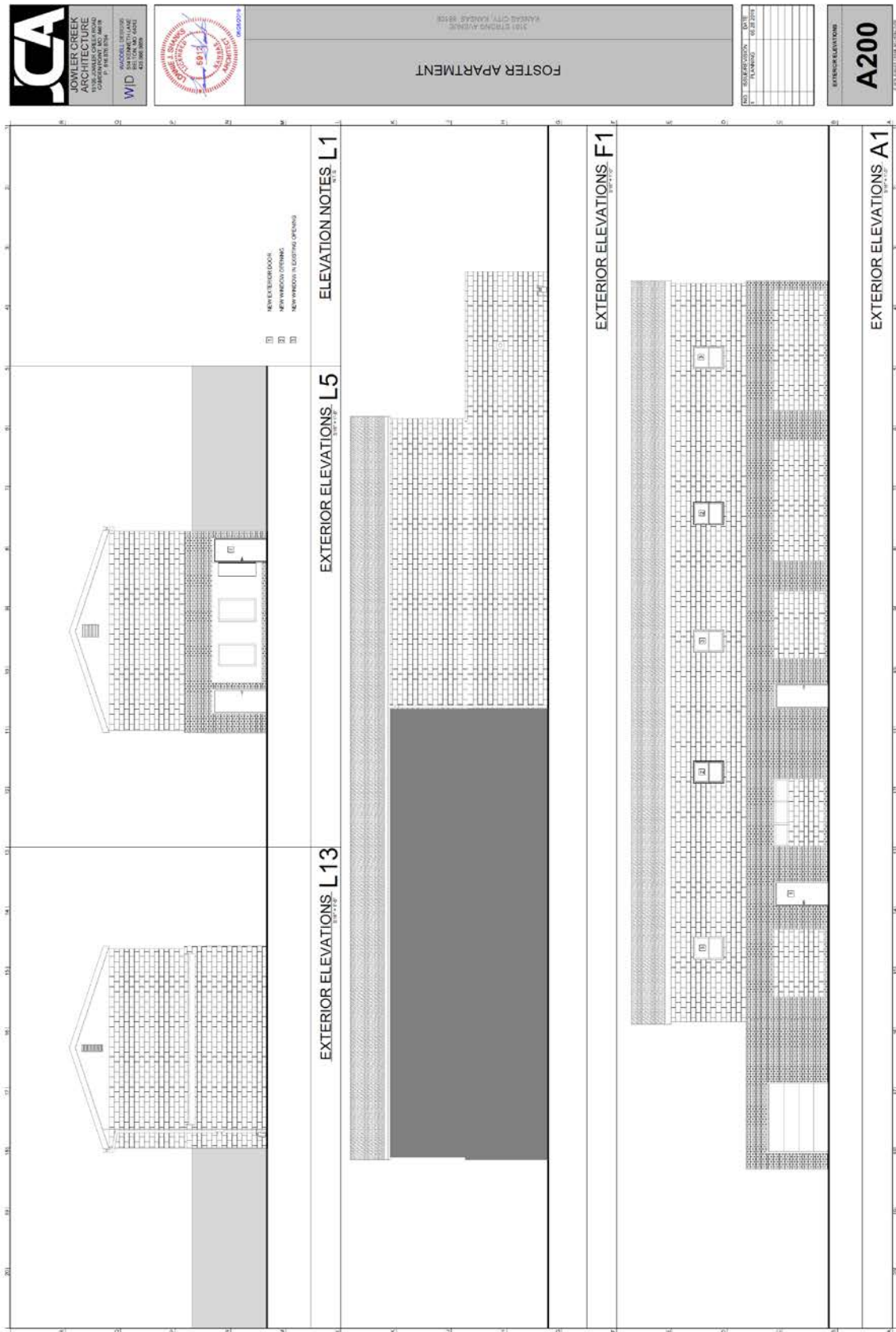
Directly before the Neighborhood Meeting, Foster met with Shahrzad Negahban Herdoiza, owner of 3111 Strong Avenue, KS, KS and her sister to provide information about the subject apartment and other intended improvements to 3101 Strong Avenue, KC, KS. They had both read the zoning change request letter and were pleased to have a new neighbor adding value to the community.

Dated this 20th day of July, 2019



Submitted by: Michael Foster







Urban Planning and Land Use

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

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

To: Unified Government Board of Commissioners
From: City Staff
Date: August 29, 2019
Re: Petition #SP-2019-83

GENERAL INFORMATION

Applicant:
Daryl Evers

Status of Applicant:
D&D Evers Enterprise
DBA Northwood Liquors
19715 West 105th Street
Olathe, KS 66061

Requested Action:
Applicant requests renewal of
special use permit.

Date of Application:
June 13, 2019

Purpose:
The applicant requests to renew
the Special Use Permit allowing
operation of a liquor store.

Property Location:
2862 West 47th Avenue



Commission Districts:

1. Commissioner At Large: Tom Burroughs
2. District Commissioner: Ann Brandau-Murguia

Existing Zoning: This property is zoned CP-1 Planned Limited Business District and is within the Mission Road Area Design Review Overlay District

Existing Surrounding Zoning: **North:** R-1(B) Single Family District, R-2 Two Family District, and R-2(B) Two Family District
South: City of Westwood, Kansas C-1 Commercial/Mixed Use District
East: C-1 Limited Business District and R-1(B) Single Family District
West: CP-2 Planned General Business District

Existing Uses: **North:** Single Family Residential
South: Retail (Walmart Neighborhood Market)
East: Office and Single Family Residential
West: Retail/Restaurant (Joe's Kansas City BBQ)

Total Tract Size: 4.0 acres

Master Plan Designation: The Rosedale Master Plan designates this area as Urban Mixed-Use District

Major Street Plan: The Rosedale Master Plan designates 47th Avenue as a Mixed-Use Corridor, and the City-Wide Master Plan designates 47th Avenue as a Class C Thoroughfare.

Advertisement: The Wyandotte Echo – July 18, 2019
Letters to Property Owner – July 11, 2019 and August 20, 2019

Public Hearings: August 12, 2019 and August 29, 2019

Public Opposition: No one appeared in opposition at the August 12, 2019 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicant is requesting renewal of the Special Use Permit that allowed him to relocate his existing liquor store to another tenant space within the same facility. The business has been in operation since May 2004 and moved to the new location after receiving the Special Use Permit in 2017. The applicant wishes to be granted permission to remain in the current location for an extended period of time.

City Ordinance Requirements:

Chapter 27 - Planning and Development
Article VI - Administration and Review Procedures

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

This property is within a shopping center that is part of the 47th and Mission commercial area. This area has several popular restaurants and shops that serve the surrounding residential neighborhood and wider community. It is located near the border of Kansas City, Kansas, Westwood Kansas, and Roeland Park, Kansas. These municipalities work together through the 47th and Mission Roadway committee to ensure that development in this area is compatible between the three municipalities.

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

Nearby properties include commercial areas and residential uses. This use is compatible with the commercial uses and will continue to complement the mix of businesses in the commercial area.

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

This location is suitable for a liquor store. Removal of restrictions will not detrimentally affect nearby property.

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

The property is not vacant.

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

The proposed use conforms to the Rosedale Master Plan.

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

The use will not result in an increase in traffic. The business has already been operating in the specified location under the permission of a special use permit.

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

The use will not substantially or permanently injure the appropriate use, visual quality, or marketability of adjoining property.

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

This is not an issue with the proposed use.

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

This is not an issue with the proposed use.

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

This is not an issue with the proposed use.

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

Denial of the renewal of the special use permit would be a hardship on the business and the landowner. It would prevent this business from remaining in the location where it has been operating.

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

This is not an issue with the proposed use.

PREVIOUS ACTIONS

Special Use Permit previously approved, SP-2017-47.

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on July 26, 2019. Two (2) neighbors were in attendance. The attendees expressed support for the renewal of the Special Use Permit. No opposition was recorded. A copy of the sign-in sheet, neighborhood meeting minutes and neighborhood meeting affidavit are attached.

KEY ISSUES

None

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 7 to 0 to recommend **APPROVAL** of Special Use Permit Application #SP-2019-83, subject to:

Business License Comments:

1. Applicant has filed and maintained a current occupation tax application since 2014 when they were located at a different tenant space in the strip mall. They were required to obtain a special use permit when the property owner wanted them to relocate to accommodate a new tenant.

Urban Planning and Land Use Comments:

1. Subject to approval, Director of Planning is recommending approval of this application for 15 years.
2. Provide updated site photos.

Applicant Response: Updated site photos are attached

Public Works Comments:

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

STAFF COMMENTS AND SUGGESTIONS

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

STAFF RECOMMENDATION

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition #SP-2019-83 subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

August 12, 2019 City Planning Commission Minutes
Zoning Map
Neighborhood Meeting Minutes
Neighborhood Meeting Affidavit
Updated Site Photos

REVIEW OF INFORMATION AND SCHEDULE

Action	Planning Commission	Unified Government Commission
Public Hearing	August 12, 2019	August 29, 2019
Special Use	Approval	

STAFF CONTACT: Shana Shanteau
sshanteau@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #**SP-2019-83** as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

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

OR

I move the Unified Government Board of Commissioners **DENY** Petition #**SP-2019-83**, as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

August 12, 2019 City Planning Commission Minutes:

SPECIAL USE PERMIT APPLICATION #SP-2019-83 – DARYL EVERS - SYPOPSIS: Renewal of a Special Use Permit (#SP-2017-47 – expires 8/27/2019) for a liquor store at 2862 West 47th Avenue. **Detailed Outline of Requested Action:** The applicant is requesting renewal of the Special Use Permit that allowed him to relocate his existing liquor store to another tenant space within the same facility. The business has been in operation since May 2004 and moved to the new location after receiving the

Special Use Permit in 2017. The applicant wishes to be granted permission to remain in the current location for an extended period of time.

The items I have just read are on the Consent Agenda. At this time, does any member of the Commission wish to disclose any contact on any of the items?" (No one responded in the affirmative.)

"Please include the following items as part of the record for all of the Items on the Consent Agenda:

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated August 12, 2019;
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The notice in The Echo for the special use permits; and
7. The notices to property owners.

The Commission will vote to approve in one vote these items unless someone comes forward and asks that an item be removed from the Consent Agenda."

Chairman Carson asked if anyone wished to remove an item from the Consent Agenda. (No one responded in the affirmative.)

On motion by Dr. Serda, seconded by Mr. Miller, the Planning Commission voted as follows to **APPROVE** the items on the Consent Agenda:

Carson	Chairman
Ernst	Aye
Huey	Aye
Jones	Aye
Miller	Aye
Pauley	Aye
Reasons	Aye
Serda	Aye
Cho	Not Present
Connelly	Not Present
Neal	Not Present
Motion to APPROVE Passed: 7 to 0	
Subject to:	

Business License Comments:

1. Applicant has filed and maintained a current occupation tax application since 2014 when they were located at a different tenant space in the strip mall. They were required to obtain a special use permit when the property owner wanted them to relocate to accommodate a new tenant.

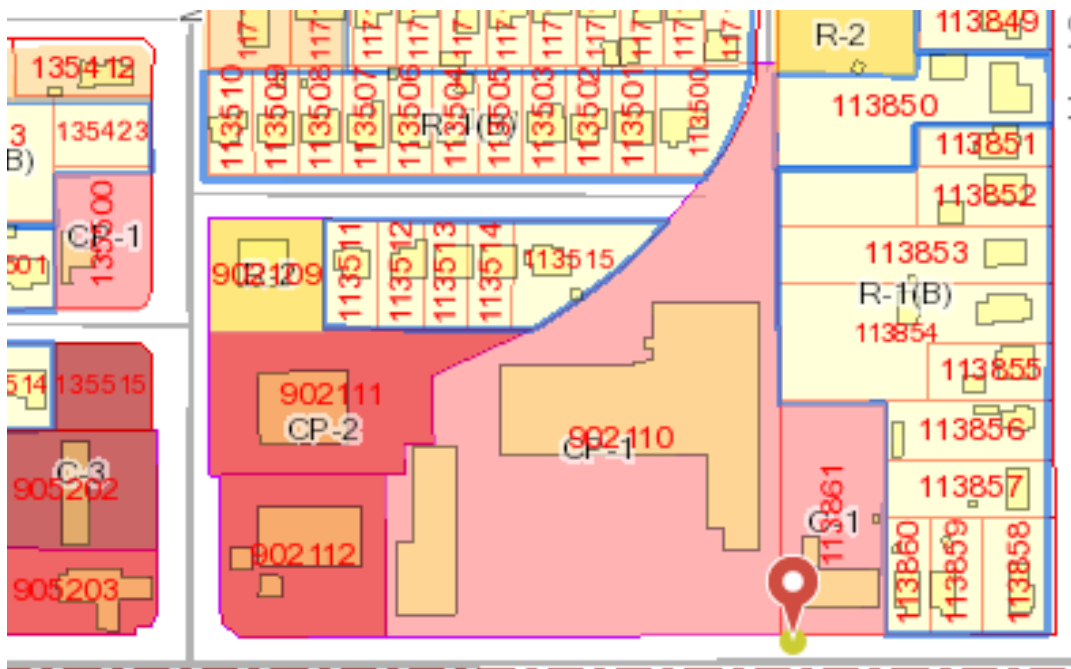
Urban Planning and Land Use Comments:

1. Subject to approval, Director of Planning is recommending approval of this application for 15 years.
2. Provide updated site photos.

Applicant Response: Updated site photos are attached

Public Works Comments:

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





Location: Rosedale Development Assoc, 1401 SW Blvd, KC, KS 6610

[illegible]

Neighborhood Meeting Minutes

Petition: #SP-19402-00075 (Ref: SP-2019-83)

July 26, 2019

Held at: Rosedale Development Association
1401 S.W. Blvd
Kansas City, KS 66103

Meeting called to order at 5:30pm

Attendance:

Daryl Ever – owner of Northwood Liquor
Rocky Rude – Homeowner
Annette Rude – Neighborhood Association

Daryl Evers shared with both attendees the purpose of the SUP and the request for permanent approval vs. 5 year approval.

Both Annette & Rocky agreed that it only made sense to seek permanent approval and not risk with the unknown.

Because it was a small group I (Daryl Ever) was able just conduct the meeting as a conversation at that point. Annette & Rocky have lived at 4421 Springfield, KC, KS since 1975.

They asked if they should attend the August 12th City Planning Commission meeting to support my request. I thanked them for the offer but felt their attending the Neighborhood Meeting was going to be enough.

Rocky & Annette left the meeting at 5:50pm.

Waited until 6:00pm for others to come but no one did.

Meeting was adjourned at 6pm.

Minutes take by Daryl Evers

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF Kansas)
COUNTY OF Wyandotte) SS:
Johnson)

Comes now Daryl Evers, of lawful age, sound mind and upon his/her oath states as follows:

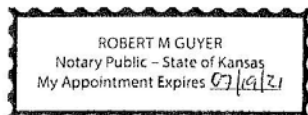
1. That I am the petitioner for Petition #SP-19402-00075.
2. That I conducted a neighborhood meeting on July 26, 2019.
3. Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Urban Planning and Land Use Department.

Further affiant saith not.

Day/Evens
Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 27th day of July, 2007. 2017 19th 2021

My commission expires 07/31 of July, 200²⁰⁰¹.



Notary Public



Urban Planning and Land Use

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

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

To: Unified Government Board of Commissioners
From: City Staff
Date: August 29, 2019
Re: Petition #SP-2019-86

GENERAL INFORMATION

Applicant:
Andrew B. Morgans

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

Requested Action:
Approval of renewal
for Special Use Permit

Date of Application:
June 24, 2019

Purpose:
Renewal of Special Use Permit to
operate an AirBnB
in applicant's residence

Property Location:
616 Elizabeth Ave



Commission Districts:

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

Existing Zoning: R1(B) Single-Family District

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

Existing Uses: **North:** Single Family Home
South: Single Family Home
East: Single Family Home
West: Single Family Home

Total Tract Size: .06 acre

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

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

Advertisement: The Wyandotte Echo – July 18, 2019
Letters to Property Owner – July 11, 2019 and August 20, 2019

Public Hearings: August 12, 2019 and August 29, 2019

Public Opposition: No one appeared at the August 12, 2019 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Andrew Morgans with Marknology LLC, requests renewal of the Special Use Permit that has allowed him to operate an AirBnB at his primary residence, 616 Elizabeth Avenue. Mr. Morgans lives in the house and rents one bedroom through AirBnB.

City Ordinance Requirements:

- Chapter 27 - Planning and Development
 - Article VI - Administration and Review Procedures
 - Sec. 27-214 – Special Use Permit
 - Article VIII – Zoning
 - Division 6 – Special Use Permits

FACTORS TO BE CONSIDERED

1. *The Character of the Neighborhood.*

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

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

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

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

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

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

The property is not vacant.

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

Special Use Permits are not addressed in the master plan.

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

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

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

The proposed use provides convenience in the form of lodging to the public and will not likely substantially or permanently injure the appropriate use, visual quality, or marketability of adjoining property.

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

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

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

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

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

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

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

The relative gain or loss to the public health, safety, and welfare is likely to be minimal. If denied, the applicant will not be able to use his home as an AirBnB unit, however, he will still be able to reside in his home as he has previously done.

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

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

PREVIOUS ACTIONS

Special Use Permit approved in 2018, SP-2018-63.

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on July 25, 2019. Sign-in sheet, minutes, and affidavit are attached. No opposition was expressed.

KEY ISSUES

None

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 7 to 0 to recommend **APPROVAL** of Special Use Permit Application #SP-2019-86, subject to:

Business License Comments:

1. Applicant has filed and renewed the occupation tax application with this office.

Urban Planning and Land Use Comments:

1. Have there been any issues over the course of the previous special use permit?

Applicant Responds that there have not been any issues to report over the course of the previous special use permit.

2. Staff recommends approval for two (2) years.
3. Provide updated photos.

Applicant provided updated site photos.

Public Works Comments:

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

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION

Staff recommends that the Board of Commission make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition #SP-2019-86 subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

August 12, 2019 City Planning Commission Minutes
Zoning Map
Neighborhood Meeting Minutes
Updated Site Photos

REVIEW OF INFORMATION AND SCHEDULE

Action	Planning Commission	Unified Government Commission
Public Hearing	August 12, 2019	August 29, 2019
Special Use	Approval	

STAFF CONTACT: Shana Shanteau
sshanteau@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #**SP-2019-86** as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

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

OR

I move the Unified Government Board of Commissioners **DENY** Petition #**SP-2019-86**, as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

August 12, 2019 City Planning Commission Minutes:

SPECIAL USE PERMIT APPLICATION #SP-2019-86 – ANDREW MORGANS – SYNOPSIS: Renewal of a Home Occupation Special Use Permit (#SP-2018-63 – expires 8/30/2019) for an AIRBNB at 616 Elizabeth Avenue. **Detailed Outline of Requested Action:** The applicant, Andrew Morgans with Marknology LLC, requests renewal of the Special Use Permit that has allowed him to operate an AirBnB at his primary residence, 616 Elizabeth Avenue. Mr. Morgans lives in the house and rents one bedroom through AirBnB.

The items I have just read are on the Consent Agenda. At this time, does any member of the Commission wish to disclose any contact on any of the items?" (No one responded in the affirmative.)

"Please include the following items as part of the record for all of the Items on the Consent Agenda:

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated August 12, 2019;
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The notice in The Echo for the special use permits; and
7. The notices to property owners.

The Commission will vote to approve in one vote these items unless someone comes forward and asks that an item be removed from the Consent Agenda."

Chairman Carson asked if anyone wished to remove an item from the Consent Agenda. (No one responded in the affirmative.)

On motion by Dr. Serda, seconded by Mr. Miller, the Planning Commission voted as follows to **APPROVE** the items on the Consent Agenda:

Carson	Chairman
Ernst	Aye
Huey	Aye
Jones	Aye
Miller	Aye
Pauley	Aye
Reasons	Aye
Serda	Aye
Cho	Not Present
Connelly	Not Present
Neal	Not Present
Motion to APPROVE Passed: 7 to 0	
Subject to:	

Business License Comments:

1. Applicant has filed and renewed the occupation tax application with this office.

Urban Planning and Land Use Comments:

1. Have there been any issues over the course of the previous special use permit?

Applicant Responds that there have not been any issues to report over the course of the previous special use permit.

2. Staff recommends approval for two (2) years.
3. Provide updated photos.

Applicant provided updated site photos.

Public Works Comments:

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

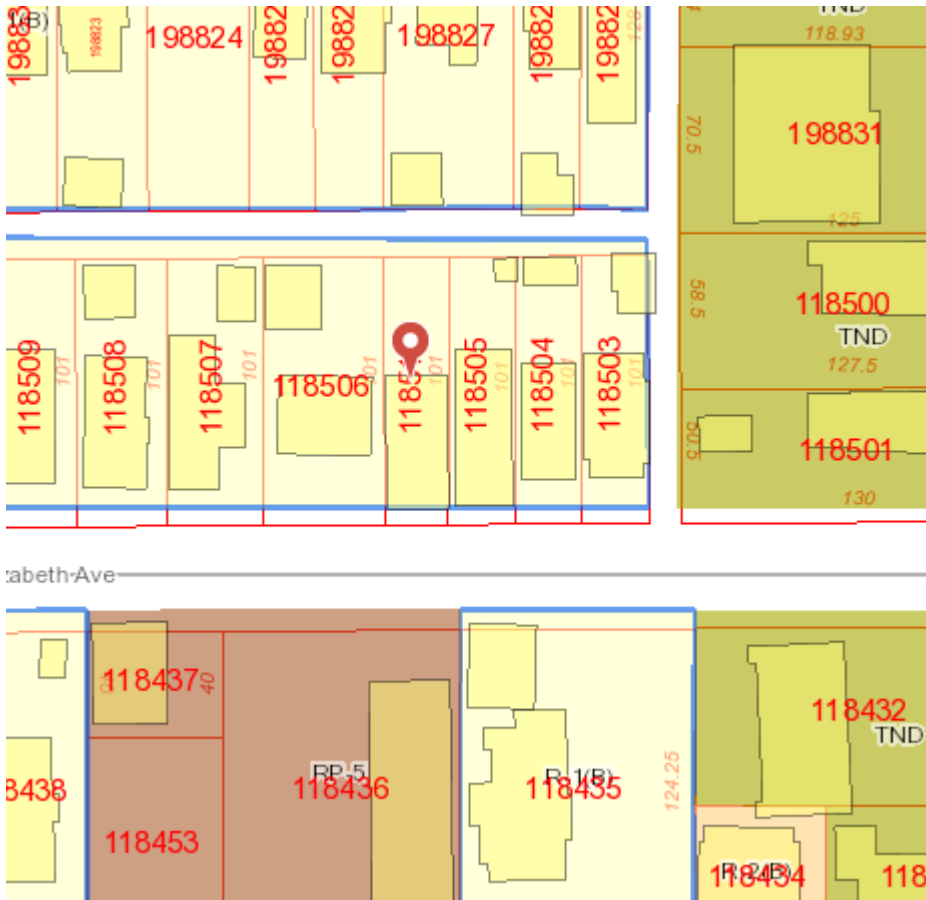
1) None

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

1) None

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

1) None



616 Elizabeth Ave; Neighborhood Meeting Log

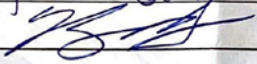
5:30 pm: Andrew Morgans begins meeting / Brian Glasser (friend)
Scribes

5:35 pm: No new attendees

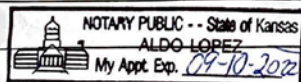
5:40 pm: No new attendees

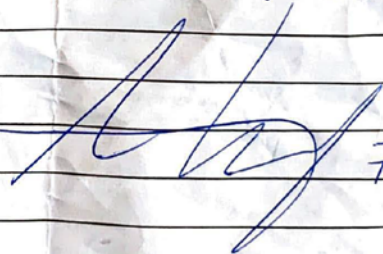
5:45 - 6:00 pm: Andrew Morgans packs up provided snacks &
drinks, looks up location & leaves

6:00 pm: End

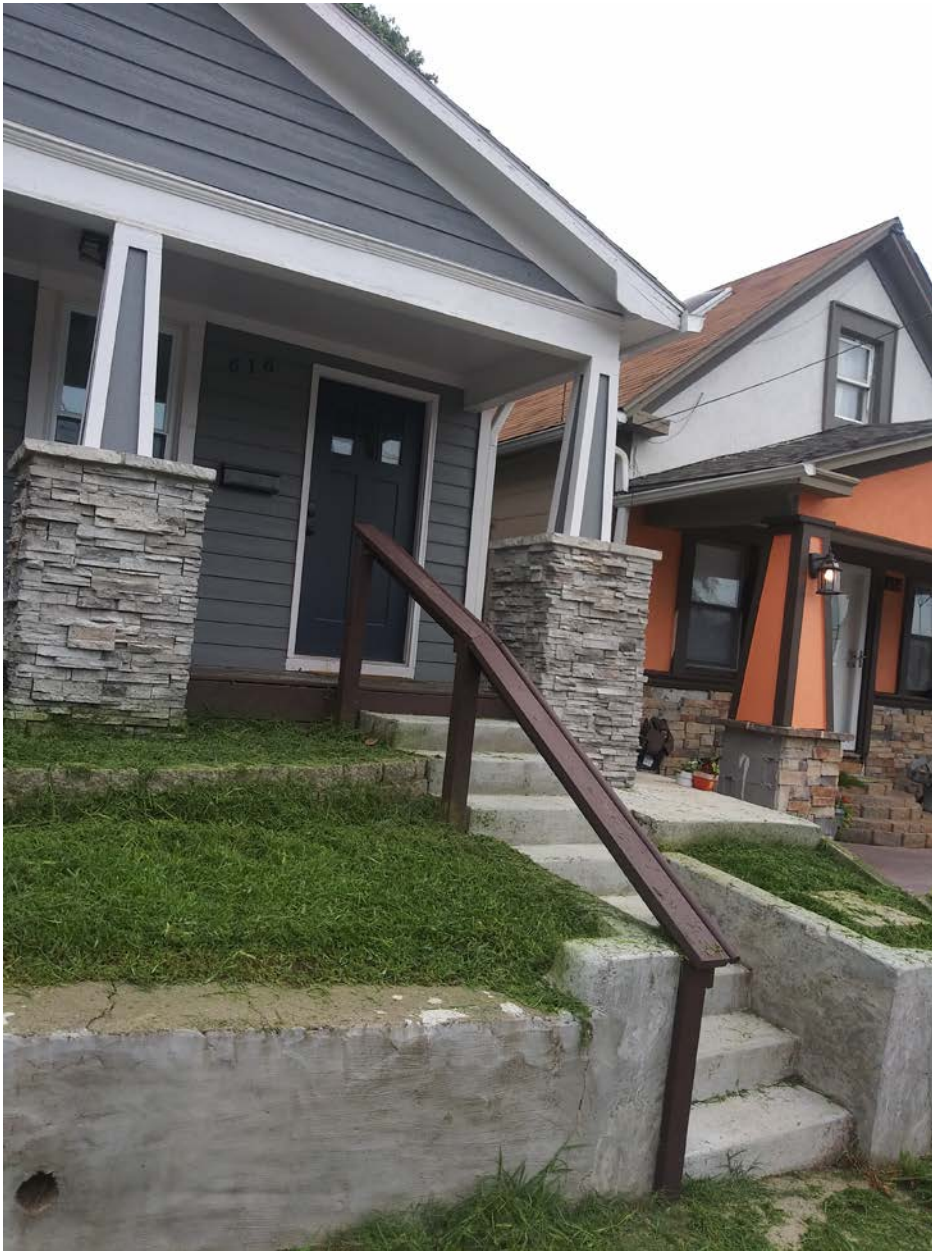
Provided by: Brian Glasser July 25, 2019


Attendees: Andrew Morgans July 25, 2019



 7/29/2019













Urban Planning and Land Use

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

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

To: Unified Government Board of Commissioners
From: City Staff
Date: August 29, 2019
Re: Petition #SP-2019-90

GENERAL INFORMATION

Applicant:
Christi Eaton & Kim Maples

Status of Applicant:
Owners
Little Leaders of KCK, Inc.
26121 West Valley Parkway
Olathe, Kansas 66061

Requested Action:
Approve a Special Use
Permit

Date of Application:
June 28, 2019

Purpose:
To operate a child educational center in a building on the Kansas City, Kansas
Community College campus.

Property Location:
7250 State Avenue



Commission Districts:

1. Commissioner At Large: Melissa Bynum
2. District Commissioner: Dr. Jane Winkler Philbrook

Existing Zoning: R-1 Single-Family District

Existing Surrounding Zoning: North: R-1 Single-Family District

South: R-1 Single-Family District

East: R-1 Single-Family District;
CP-1 Planned Limited Business District (off-campus)

West: R-1 Single-Family District;
RP-5 Planned Apartment District (off-campus)

Existing Uses: North: KCK Community College;
Single-family residences

South: KCK Community College;
Self-storage facility, furniture store

East: KCK Community College;
Vacant lot (off-campus)

West: KCK Community College;
Royal Ridge Apartments (off-campus)

Total Tract Size: 105.46 acres (full KCKCC campus); 5650 sq. ft. (childcare center)

Master Plan Designation: The City-Wide Master Plan designates this property as Public/Semi-Public

Major Street Plan: The Major Street Plan designates State Avenue as a Class A Thoroughfare. The Major Street Plan designates Bethel Lane, Campus Boulevard, and Wyandot Drive as local/neighborhood streets.

Advertisement: The Wyandotte Echo – July 18, 2019
Letters to Property Owner – July 11, 2019 and August 20, 2019

Public Hearings: August 12, 2019 and August 29, 2019

Public Opposition: No one appeared in opposition at the August 12, 2019 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: Applicants are requesting a Special Use Permit for the temporary use of land for commercial purposes in order to operate a child development center. The center will be exclusively operated in a stand-alone building on the Kansas City, Kansas Community College (KCKCC) campus. The building is located directly west of Bethel Lane and has access to Wyandot Drive through a shared

parking lot. The building is internally designated at KCKCC as the “child care center” and is identified by the “Child Care” signage on the front exterior of the building.

City Ordinance Requirements: Article VIII Sections 27-592 through 27-606

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

The childcare center will be located on the KCKCC campus. Surrounding the campus is a mix of single- and multi-family residential, and commercial businesses along State Avenue.

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

The childcare center is located within the KCKCC campus, so it is well surrounded by the R-1 Single Family District that is the entire campus. A childcare center is compatible with an educational institution, especially a community college which the goal is to provide education and courses that fit the needs of the students and their families.

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

The building which applicants will be using is permanently designated as the childcare center. There are internal renovations being done to update the space, but when those are completed it will again be suitable for childcare.

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

At this time staff is unsure how long the building has been vacant. But as mentioned before, the space is being updated.

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

As a for-profit business, Little Leaders of KCK does not fully conform with the intended non-profit uses of Public/Semi-Public land. However, having a childcare center on campus available to students and professors at KCKCC supports higher education, which is an allowed use. Moreover, the childcare center itself is a form of child nurturing and education, which is in the spirit of the allowed uses.

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

As a college campus, KCKCC experiences a large amount of traffic. The childcare center is located on a parking lot and is at the edge of campus, meaning that parents dropping off their children can be quickly in and out.

Applicants have stated that although the childcare center is open to anyone, they expect most of their clients will be the children of KCKCC students, faculty, and staff, so there is not expected to be much additional traffic. Lastly, State Avenue is a Class A Thoroughfare, and any additional traffic caused by the childcare center would go unnoticed.

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

An active childcare center on campus would be a great asset for the KCKCC community, as well as others in the community. The land use of the campus is consistent with and supportive to the addition of a childcare center.

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

The only noise expected is the normal outdoor noises that children make when playing outside. The childcare center is far enough away from other buildings, especially academic buildings, that the noise from children playing would likely go unnoticed.

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

This is not expected to be an issue.

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

This is not expected to be an issue.

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

This is not expected to be an issue.

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

The childcare center has previously been used as a daycare, and it is expected that most clients would be parents who are already attending classes, teaching, or working at KCKCC. There is not expected to be any undue concentration of population.

PREVIOUS ACTIONS

N/A

NEIGHBORHOOD MEETING

Applicant held a neighborhood meeting on July 22, 2019. Applicant reports that there were no neighbors in attendance.

KEY ISSUES

Parking, licensed caretakers

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 7 to 0 to recommend **APPROVAL** of Special Use Permit Application #SP-2019-90, subject to:

Urban Planning and Land Use Comments:

1. Is there a designated parking area for drop offs and pick-ups?

Applicant Response: There is a large parking lot (~175 spaces) for campus overflow use, the credit union, and the childcare center. The Lodge also shares the parking lot but is used irregularly. While there is sufficient parking available, the applicant intends to paint a sign on eight designated parking spaces for the childcare center drop offs in the morning and pickups in the afternoon. Parents will typically drop-off between 7:00 and 9:30 and then pick up between 3:30 and 6:00, so these designated spaces will provide adequate parking. However, there are ample parking spaces available near the childcare center that can be used for additional parents if needed.

2. Have Applicants acquired all necessary permits for the renovations to the inside of the childcare building, if any?

Applicant Response: We have applied for the necessary building permits and understand that the special use permit may be issued contingent on the completion of construction and final building inspection.

Staff Response: This is correct. Staff wanted to confirm these building permits had been issued for the reported construction.

3. How many children do you expect to be attending daycare? What are the age ranges?

Applicant Response: The childcare center intends to serve up to 80 children from 1 year old to 6 years old.

4. Are there any other renderings of the renovated childcare interior?

Applicant Response: WSKF Architects is not aware of any other renderings of the renovated childcare interior.

5. How many trained and licensed staff will be working during business hours?

Applicant Response: The childcare center expects to have 15 staff members working between the hours of 7 am-6 pm.

6. If approved, application will be held to the following stipulations:
- a. Applicant must be licensed by State of Kansas and approved by Wyandotte County Health Department.
 - b. Parking in designated areas only to minimize traffic issue.
 - c. Special Use Permit approval for two (2) years.

Applicant Response:

- a. Noted, the applicant is aware of this requirement and is taking necessary steps to secure all licenses and approvals.
- b. Noted, parking will be in designated areas.
- c. Noted.

Public Works Comments:

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

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition #**SP-2019-90** subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

August 12, 2019 City Planning Commission Minutes
Childcare Building Floor Plan
Photos of Child Care Center Building

REVIEW OF INFORMATION AND SCHEDULE

Action
Public Hearing
Special Use Permit

Planning Commission
August 12, 2019
Approval

Board of Commissioners
August 29, 2019

STAFF CONTACT: **Mike Farley**
 mfarley@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #**SP-2019-90** as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

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

OR

I move the Unified Government Board of Commissioners **DENY** Petition #**SP-2019-90**, as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

August 12, 2019 City Planning Commission Minutes:

Hearing Starts At 51:55:

SPECIAL USE PERMIT APPLICATION #SP-2019-90 – CHRISTI EATON AND KIM MAPLES WITH LITTLE LEADERS OF KCK, INC. – SYNOPSIS: Special Use Permit for a child care facility on the KCKCC campus at 7250 State Avenue. Detailed Outline of Requested Action: Applicants are requesting a Special Use Permit for the temporary use of land for commercial purposes in order to operate a child development center. The center will be exclusively operated in a stand-alone building on the Kansas City, Kansas Community College (KCKCC) campus. The building is located directly west of Bethel Lane and has access to Wyandot Drive through a shared parking lot. The building is internally designated at KCKCC as the “child care center” and is identified by the “Child Care” signage on the front exterior of the building.

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

1. The City’s currently adopted zoning and subdivision regulations;

2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated August 12, 2019
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The Notice in the Wyandotte Echo dated July 18, 2019; and
7. The Notices to property owners dated July 11, 2019.

Planning Director Richardson asked if the Commission had any contact to disclose on this application. (No one responded in the affirmative.)

Present in Support:

- ❖ Christi Eaton and Kim Maples, co-owners/applicants

Present in Opposition:

- ❖ No one appeared

Staff Recommendation Starts 54:30: Planning Director Richardson stated that the staff recommends approval subject to the stipulations in the staff report.

Motion and Vote Starts 54:39:

On motion by Mr. Miller, seconded by Ms. Jones, the Planning Commission voted as follows to **recommend APPROVAL of Special Use Permit Application #SP-2019-90 for two (2) years:**

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

Motion to recommend APPROVAL Passed: 7 to 0

Subject to:

Urban Planning and Land Use Comments:

1. Is there a designated parking area for drop offs and pick-ups?

Applicant Response: There is a large parking lot (~175 spaces) for campus overflow use, the credit union, and the childcare center. The Lodge also shares the parking lot but is used irregularly. While there is sufficient parking available, the applicant intends to paint a sign on eight designated

parking spaces for the childcare center drop offs in the morning and pickups in the afternoon. Parents will typically drop-off between 7:00 and 9:30 and then pick up between 3:30 and 6:00, so these designated spaces will provide adequate parking. However, there are ample parking spaces available near the childcare center that can be used for additional parents if needed.

2. Have Applicants acquired all necessary permits for the renovations to the inside of the childcare building, if any?

Applicant Response: We have applied for the necessary building permits and understand that the special use permit may be issued contingent on the completion of construction and final building inspection.

Staff Response: This is correct. Staff wanted to confirm these building permits had been issued for the reported construction.

3. How many children do you expect to be attending daycare? What are the age ranges?

Applicant Response: The childcare center intends to serve up to 80 children from 1 year old to 6 years old.

4. Are there any other renderings of the renovated childcare interior?

Applicant Response: WSKF Architects is not aware of any other renderings of the renovated childcare interior.

5. How many trained and licensed staff will be working during business hours?

Applicant Response: The childcare center expects to have 15 staff members working between the hours of 7 am-6 pm.

6. If approved, application will be held to the following stipulations:
 - a. Applicant must be licensed by State of Kansas and approved by Wyandotte County Health Department.
 - b. Parking in designated areas only to minimize traffic issue.
 - c. Special Use Permit approval for two (2) years.

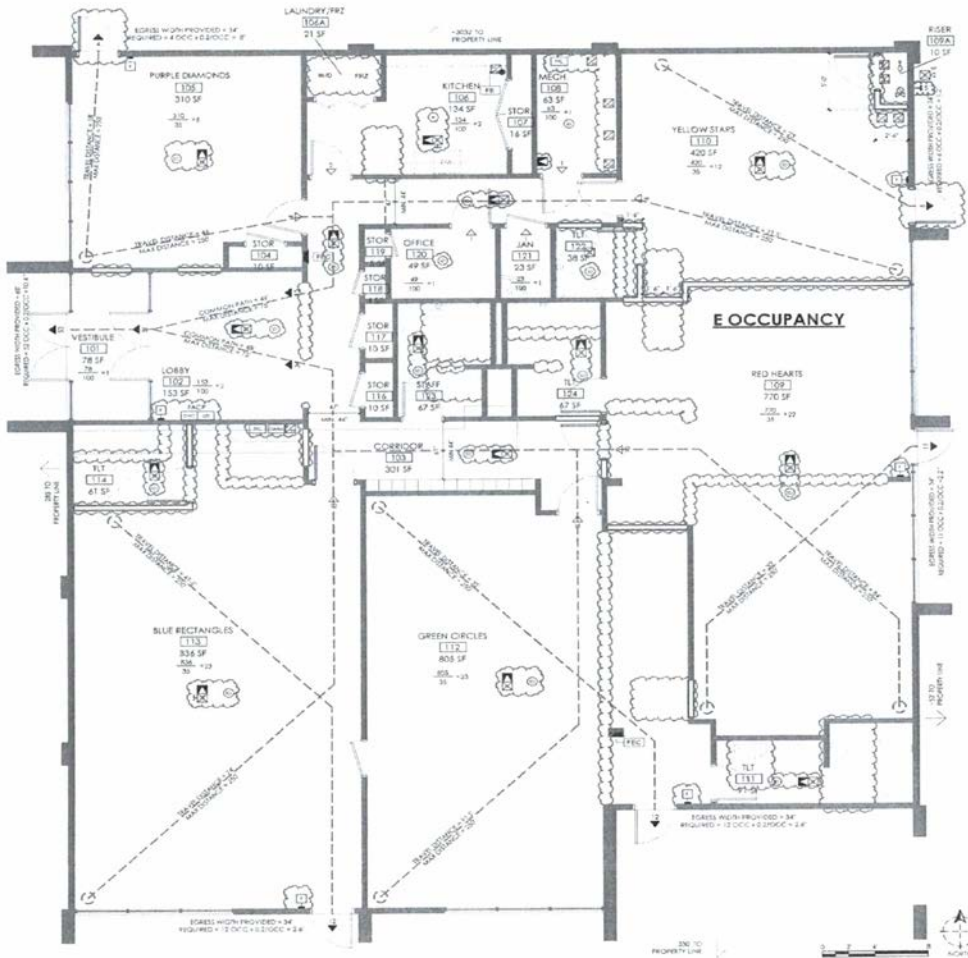
Applicant Response:

- d. Noted, the applicant is aware of this requirement and is taking necessary steps to secure all licenses and approvals.
- e. Noted, parking will be in designated areas.
- f. Noted.

Public Works Comments:

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

CHILDCARE BUILDING FLOOR PLAN



PHOTOS OF CHILD CARE CENTER BUILDING



Above: Photos of front of Child Care Center
Below: Photos of playground area





Urban Planning and Land Use

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

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

To: Unified Government Board of Commissioners
From: City Staff
Date: August 29, 2019
Re: Petition #SP-2019-91

GENERAL INFORMATION

Applicant:

Laura L. (Davis) Sanchez

Status of Applicant:

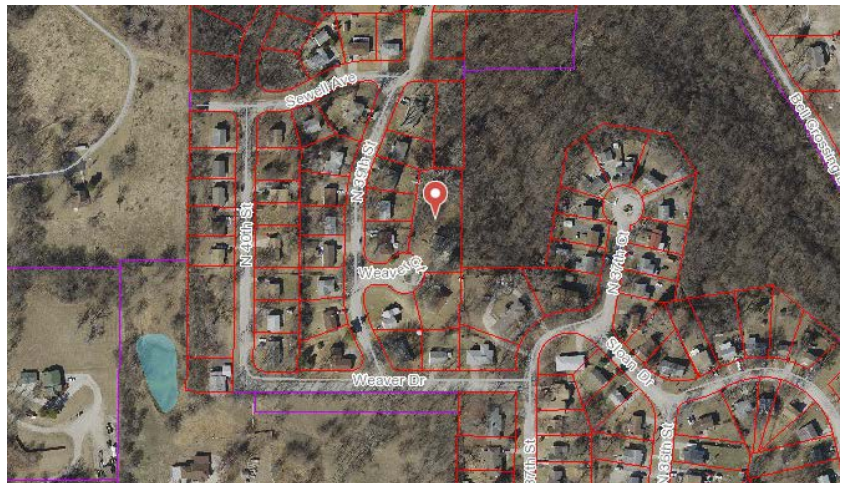
Owner
3800 Weaver Court
Kansas City, Kansas 66104

Requested Action:

Approve a Special Use
Permit (Home Occupation)

Date of Application:

June 28, 2019



Purpose:

Obtain a Home Occupation Special Use Permit to operate a private in-home Montessori school in the applicant's private residence

Property Location:

3800 Weaver Court

Commission Districts:

1. Commissioner At Large: Melissa Bynum
2. District Commissioner: Gayle Townsend

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

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

Existing Uses: **North:** Single-family residence
South: Single-family residence
East: Single-family residences
West: Single-family residences

Total Tract Size: 0.68 acre

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

Major Street Plan: The Major Street Plan designates Weaver Court as a local/neighborhood street.

Advertisement: The Wyandotte Echo – July 18, 2019
Letters to Property Owner – July 11, 2019 and August 20, 2019

Public Hearings: August 12, 2019 and August 29, 2019

Public Opposition: No one appeared in opposition at the August 12, 2019 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: Applicant is requesting a Special Use Permit to operate a Montessori day school for up to twelve (12) students, ages 6 to 15, at the applicant's personal residence. Applicant reports that the teaching model includes caring for chickens and bees as well as tending gardens.

City Ordinance Requirements: Article VIII Sections 27-592 through 27-606

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

The neighborhood is made up primarily of single-family residences, located west of Quindaro Park.

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

Although applicant is requesting a Special Use Permit for a school, her prediction is that the school will start off with eight students and grow to a maximum of twelve students within three years.

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

The property was developed as a residence and is located in an exclusively residential neighborhood. By allowing a solely commercial use in the neighborhood, there are some changes to the neighborhood to be expected, such as the occasional cars for pickup or drop-off.

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

The property is not vacant.

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

This sort of operation is not addressed by the Master Plan.

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

Applicant reports that most students will carpool from The Legends. This should alleviate any possible concerns for overcrowding or increased traffic.

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

A Montessori school is not a necessity for a traditionally residential neighborhood. The addition of chickens and bees, while legal, does add elements which could potentially cause problems with neighbors in the future. Applicant has reiterated that all the chickens she keeps are legal (no more than six at a time), and they nest in a coop that is further from neighboring residences than required.

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

The only noise expected is the normal outdoor noises that children make when playing outside. In a neighborhood, this is to be expected and should not create any problems.

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

This is not expected to be an issue.

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

This is not expected to be an issue.

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

There is a potential for the school to affect the neighbors—issues with traffic, parking, or animals—but with proper planning and communication most issues could be easily minimized or resolved. Overall a Montessori school offers a unique approach to education that could be beneficial to the community.

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

The Montessori school will operate from 8AM to 4PM. This is the time that most residents are at work or out running errands. When the neighborhood is full after people have returned home for the evening, the children will be gone. Therefore overcrowding is not a concern.

PREVIOUS ACTIONS

N/A

NEIGHBORHOOD MEETING

Applicant held a neighborhood meeting at 6:45 PM on July 24, 2019 at 3800 Weaver Court. Several neighbors attended, and the reaction to the Montessori school was mixed. The full meeting minutes are attached to the staff report.

KEY ISSUES

Animals, licensing

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 7 to 0 to recommend **APPROVAL** of Special Use Permit Application #SP-2019-91, subject to:

Urban Planning and Land Use Comments:

1. In her Business Plan, Applicant states her plan to “look for more acreage to grow the hobby farm aspect of the program”. Staff wants to remind Applicant that if the Montessori school were to move locations within

Kansas City, she would need to reapply for a Special Use Permit, regardless of the timing of her most recent permit obtained or renewed.

Applicant Response: A business plan is drawn up as a tool to get funding and therefore should show growth. This applicant intends to keep her school small and peaceful in her home. Should it ever become more than that the applicant would certainly abide by all the regulations required.

2. Has the Applicant previously raised chickens and bees on the property?

Applicant Response: Applicant has had bees for 3 years. Animal Control has been out to inspect coop and take measurements. Fowl Permit granted 6/26/19 Permit #2019-11.

Applicant has had a 10 acre farm in Texas with 5 horses, 30 chickens, 2 Blue Heelers, 2 Black African Swans and has done all her own veterinary care for those animals. Applicant cared for miniature horse and 5 goats at a previous school where she worked.

3. What relevant licenses and certifications does the Applicant hold?

Applicant Response: The applicant is licensed for childcare for up to 99 children in the state of Kansas, 100+ children in the State of Missouri, is an American Montessori Certified teacher and has 3 associate's degrees. CPR and First Aid Certified. She has been teaching professionally for 15 years, 6 of which were at Christ Preparatory Academy in Lenexa, KS. She has taught or been a director in a Montessori Environment since 2007. Attached are the applicant's director certifications.

4. Provide more photographs of the property and classroom facilities.

Applicant Response: We are setting up the classroom over the next couple of weeks and will forward pictures. It is a large investment for materials and the applicant is taking a huge risk financially to purchase materials that cannot be returned once opened and to move forward with plans while waiting for this approval. The main classroom is 13'5" x 27'.

Staff Response: Applicant has provided updated photos of the classroom.

5. Does the fence fully enclose the rear yard of the property? If not, do the students and animals have access to the unfenced area?

Applicant Response: Yes. The fence totally encloses the back yard. There is chain-link fencing around the entire back yard. The decorative fencing is in the middle as a wind break for the bees. The students will have access to the front yard during lunch or recess with supervision. The animals are in the fenced in area inside a coop in the back yard.

6. How many children will be involved?

Applicant Response: The applicant currently has 6 children enrolled and does not wish to have more than 12 students to keep the student to teacher ratio low for optimum interaction with students.

7. Subject to approval, this Special Use Permit shall be valid for two (2) years.
8. In the meeting minutes there is mention of an alleged rumor that Alex Sanchez, husband to the Applicant and fellow resident at 3800 Weaver Court, was a registered sex offender. Applicant offers an explanation for the miscommunication and spoke with staff about this incident. Staff has consulted with the Public Offender Registry through the Kansas Bureau of Investigation and has found no record of any resident living at 3800 Weaver Court, based on the information provided in the Registry.

Public Works Comments:

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

Building Inspection Comments:

This is a change of occupancy from residential to commercial use. The structural aspects of the residence must be modified for the commercial structural loads.

Applicant Response: There is no change of occupancy. This is an "in-home" private school registered as such with the Kansas Board of Education. This will continue to be our residence. Current enrollment is 6 children with 2 adults present which would be no more than a family living in the dwelling with 4 bedrooms and 2 bathrooms. There will be less furnishings in the classroom than there would be with living room furniture as far as the weight load is concerned. Even with 12 students, the load would not be any more than having a family Christmas or Thanksgiving in the home with 14 adults and children or more which is common in a residence.

Staff Response: Agreed. A Home Occupancy Special Use Permit allows for limited commercial use of a residential building, but the use of the building and the property is fundamentally residential. This is proven by the fact that if the Special Use Permit was revoked, expired, or not renewed, use of the primary structure on the property would revert back and could only be residential.

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition #SP-2019-91 subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

August 12, 2019 City Planning Commission Minutes
Photos of the Montessori School, Exterior
Photos of the Montessori School, Interior
Child Care License
Homestead Montessori 2019-2020 Calendar
Neighborhood Meeting Minutes, July 24, 2019

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>Board of Commissioners</u>
Public Hearing	August 12, 2019	August 29, 2019
SUP	Approval	

STAFF CONTACT: **Mike Farley**
 mfarley@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #SP-2019-91 as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

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

OR

I move the Unified Government Board of Commissioners **DENY** Petition #**SP-2019-91**, as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

August 12, 2019 City Planning Commission Minutes:

Hearing Starts At 55:13:

SPECIAL USE PERMIT APPLICATION #SP-2019-91 – LAURA L. SANCHEZ WITH HOMESTEAD MONTESSORI FARM – SYNOPSIS: Home Occupation Special Use Permit to operate a private Montessori school for a maximum of 12 students (ages 6 to 15) at 3800 Weaver Court

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

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated August 12, 2019
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The Notice in the Wyandotte Echo dated July 18, 2019;
7. The Notices to property owners dated July 11, 2019.

Planning Director Richardson asked if the Commission had any contact to disclose on this application. (No one responded in the affirmative.)

Present in Support:

- ❖ Laura Sanchez, applicant, 3800 Weaver Court, Kansas City, Kansas 66104
- ❖ Sean Wheelock, 5016 Meadow Height Drive, Shawnee, Kansas 66226
- ❖ Judy Wheelock, 13748 West 65th Street, Shawnee, Kansas
- ❖ Alex Sanchez, 3800 Weaver Court, Kansas City, Kansas 66104

Present in Opposition:

- ❖ No one appeared

Staff Recommendation Starts 1:08:03: Planning Director Richardson stated that the staff recommends approval subject to the stipulations in the staff report.

Motion and Vote Starts 1:08:13:

On motion by Mr. Miller, seconded by Mr. Reasons, the Planning Commission voted as follows to **recommend APPROVAL of Special Use Permit Application #SP-2019-91:**
Carson Chairman

Ernst	Aye
Huey	Aye
Jones	Aye
Miller	Aye
Pauley	Aye
Reasons	Aye
Serda	Aye
Cho	Not Present
Connelly	Not Present
Neal	Not Present

Motion to recommend APPROVAL Passed: 7 to 0
Subject to:

Urban Planning and Land Use Comments:

1. In her Business Plan, Applicant states her plan to “look for more acreage to grow the hobby farm aspect of the program”. Staff wants to remind Applicant that if the Montessori school were to move locations within Kansas City, she would need to reapply for a Special Use Permit, regardless of the timing of her most recent permit obtained or renewed.

Applicant Response: A business plan is drawn up as a tool to get funding and therefore should show growth. This applicant intends to keep her school small and peaceful in her home. Should it ever become more than that the applicant would certainly abide by all the regulations required.

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3. What relevant licenses and certifications does the Applicant hold?

Applicant Response: The applicant is licensed for childcare for up to 99 children in the state of Kansas, 100+ children in the State of Missouri, is an American Montessori Certified teacher and has 3 associate’s degrees. CPR and First Aid Certified. She has been teaching professionally for 15 years, 6 of which were at Christ Preparatory Academy in Lenexa, KS. She has taught or been a director in a Montessori Environment since 2007. Attached are the applicant’s director certifications.

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6. How many children will be involved?

Applicant Response: The applicant currently has 6 children enrolled and does not wish to have more than 12 students to keep the student to teacher ratio low for optimum interaction with students.

7. Subject to approval, this Special Use Permit shall be valid for two (2) years.

8. In the meeting minutes there is mention of an alleged rumor that Alex Sanchez, husband to the Applicant and fellow resident at 3800 Weaver Court, was a registered sex offender. Applicant offers an explanation for the miscommunication and spoke with staff about this incident. Staff has consulted with the Public Offender Registry through the Kansas Bureau of Investigation and has found no record of any resident living at 3800 Weaver Court, based on the information provided in the Registry.

Public Works Comments:

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

Building Inspection Comments:

This is a change of occupancy from residential to commercial use. The structural aspects of the residence must be modified for the commercial structural loads.

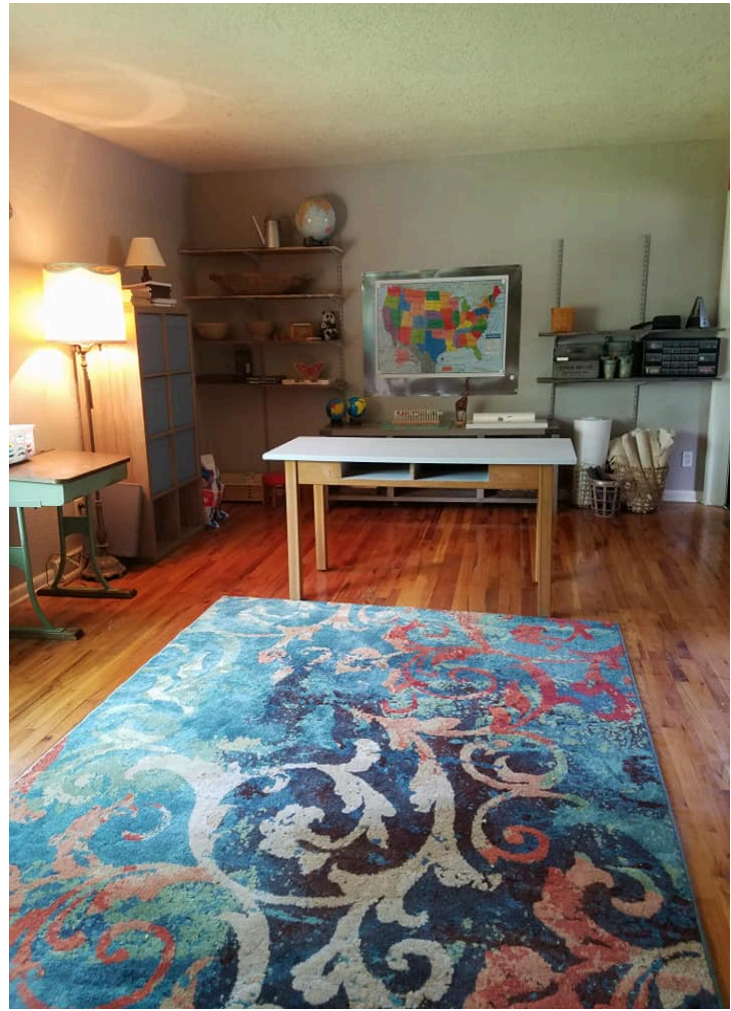
Applicant Response: There is no change of occupancy. This is an “in-home” private school registered as such with the Kansas Board of Education. This will continue to be our residence. Current enrollment is 6 children with 2 adults present which would be no more than a family living in the dwelling with 4 bedrooms and 2 bathrooms. There will be less furnishings in the classroom than there would be with living room furniture as far as the weight load is concerned. Even with 12 students, the load would not be any more than having a family Christmas or Thanksgiving in the home with 14 adults and children or more which is common in a residence.

Staff Response: Agreed. A Home Occupancy Special Use Permit allows for limited commercial use of a residential building, but the use of the building and the property is fundamentally residential. This is proven by the fact that if the Special Use Permit was revoked, expired, or not renewed, use of the primary structure on the property would revert back and could only be residential.

PHOTOS OF THE MONTESSORI SCHOOL, EXTERIOR



PHOTOS OF THE MONTESSORI SCHOOL, INTERIOR



CHILD CARE LICENSE

KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
Child Care Licensing and Registration Program

Certificate of Approval

Center Program Director

In the State of Kansas :

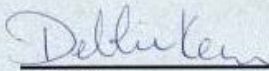
This certificate of approval is hereby issued to :

Laura Lynn Davis Sanchez
3800 Weaver Ct
Kansas City, KS 66104

For having met the qualifications for Center Program Director according to K.A.R. 28-4-429 for up to 100 infant, toddler, preschool and school age children.

Approval# 73118
Effective Date : 05/31/2018


Kansas
Department of Health
and Environment


Debbie Kern
Child Care Licensing Program

HOMESTEAD MONTESSORI 2019-2020 CALENDAR

Homestead Montessori | 2019-2020 CALENDAR

AUGUST '19						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

24 Back To School BBQ
28 Open House

4 Carlen Chr - Rosa Parks
11 Class Valentine's Party
12-14 PT Conferences
17 Presidents' Day
20 Family Movie Night

(16)

FEBRUARY '20						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

SEPTEMBER '19						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

2 Labor Day
3 First Day of School
12 Family Gathering
13 Grandparents Lunch
20 Picture Day
25 Federal Reserve Bank
27 Teacher Development

(19)

16-20 Spring Break
23 Staff Development
26 Parent Meeting

(16)

MARCH '20						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

OCTOBER '19						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

10-11 Erdkinder Fall Market
15 Weston Red Barn
16-18 PT Conferences
31 Harvest Party

(20)

9 Egg Hunt
10 Good Friday
12 Easter Sunday
13 Professional Dev.
22 Nelson Atkins
30 Spring Arts Show

(20)

APRIL '20						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

NOVEMBER '19						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

8 Professional Dev.
14 Family Game Night
24 Thanksgiving Feast
27-29 Thanksgiving Break

(16)

8 Mother's Day Breakfast
7-8 Erdkinder Spring Mkt
19 Field Day at the Park
20 Last Day of School

(14)

MAY '20						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

DECEMBER '19						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

4 Christmas Program
12 Parent Meeting
14 Caterie Theater
20 Professional Dev.
21-31 Christmas Break

(14)

21 Father's Day

JUNE '20						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JANUARY '20						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

1-2 No School
3 Teacher Workday
6 Spring Semester Starts
16 Puppety Art Institute
20 M.L. King Day
23 Family Gathering

(19)

1st & Last Day of School
School Closed
School Function
Field Trip

School Calendar is subject to change as needed. Field Trip destinations may change due to availability and curriculum

NEIGHBORHOOD MEETING MINUTES, JULY 24, 2019

Notes from Neighborhood Meeting 7/24/2019 for Special Use Permit #19402-00082, held at 3800 Weaver Ct, Kansa City KS 66104.

The Meeting started around 6:45 after introductions. Laura had pulled pork with rolls, beans, potato salad, watermelon and cookies for snacks in case someone had not eaten dinner. After everyone was seated in the living room, before Laura could begin, Bart Atkins started off by saying that he was opposed right off the bat. He said we had too many children in the neighborhood already. He said he has grandchildren and that was great, but he could send them home. He said not to take it personally but that Laura Sanchez had been in the neighborhood for around 3 years and that he had waved at her and she didn't wave back. She corrected him that she had lived here for 4 years, and she apologized if she had offended him.

She then began to explain to the neighbors what brought her to this neighborhood that she had come to love. She explained that she had lived in Olathe for 20 years, and that she was divorced after 25 years of marriage. When her children and she moved here she was in school at night and working from roughly 7 am to 6 pm and was doing her best to stay alive. She explained to them that she had come to love this peaceful neighborhood where everyone looks out for each other and that she would not do anything to hurt the neighborhood.

Laura let them know her credentials, that she was a licensed director in Kansas and Missouri and that she had homeschooled her children for several years. She had taught in a University Model school for 6 years and then that she had been in a Montessori school on and off since 2007 until she went back to school and received her Montessori Certification in 2016. She also told them that she has been working with children for over 30 years as a Children's and Youth Minister.

Bart Atkins then said that he had researched Montessori schools and that he totally agreed with the philosophy and then wanted to know why Laura wanted to do it here. She then explained to him where the students enrolled were coming from in Shawnee and that they had a rough year of being displaced from 2 schools through no fault of their own. She stated that her goal is to create a place of peace and safety where these children can heal. He said that it sounded like it was all about money because she was going to make a lot of money. She let him know that of the 6 student that she had only 4 would be paying and that the other two would be there because their mother worked at the school. She also let them know that it is a large investment in materials, furnishings, business licenses, etc. and that she would probably be making half of what she is accustomed to. And yes, that the choice to do this in our home (like homeschooling) was to reduce overhead and to have a peaceful atmosphere and is convenient to all her extensive teaching materials.

NEIGHBORHOOD MEETING MINUTES, JULY 24, 2019. CONT.

She also explained to Mr. Atkins that her school would only be open from 8 to 4 pm when most residents were at work, and he stated that he wouldn't even be around when the children were there. He wanted to know how many children we were talking about and she said that there would never be any more than 12 children per the permit. She let him know that she likes a low student to teacher ratio and that there would be a parent working with her. That she currently has 3-4 families enrolled and the ages were 1st – 8th grade. He said that he didn't know what kind of people that we would be bringing into the neighborhood and that they might want to steal things. She assured him that the reason you have a private school is that you can screen your applicants and that we were going to be bringing these people into OUR HOME.

She explained that children in a Montessori Environment are taught respect for others, care of the environment, care for living things (plants and animals) and that most of these children she has known since they were in kindergarten and are very well behaved. She won't accept students that are unruly and can't normalize into a Montessori Environment. There is a trial period for all new students.

Darline Wayne said she thought 12 children was too much. Laura explained that in a Montessori school, the children are required 3 hours of worktime in the morning, lunch and recess of around 30-45 minutes and then 3 more hours of work in the afternoon. Early morning would consist of gardening, caring for the chickens and then work would begin. Laura passed out the school year calendar so that they could see the activities for the year and a business card. She also brought up that Miss Aunie's day care in the neighborhood was licensed for 12 children and Darline let us know that was her niece (or daughter?) She just didn't want this to open it up where anybody could open up another school or daycare because this is a neighborhood. Laura also stated that she had intended to work with Miss Aunie's day care to co-ordinate their outside time so that it didn't overlap due to the age differences.

Karen Byers brought up that she had talked to Steven James, the neighborhood president and he said that Laura told him that her husband (me) was a registered sex offender! She said that she had corrected him and told him absolutely not! Laura stated that she had told him that she had searched the sex offender registry to make sure that there were no sex offenders near our house (the school.) She stated that we both have annual background checks for the department of justice and department of corrections for our prison ministry and that her son has to have background checks done for his job because of government work and she had no idea how he could have mixed that up!

(The neighborhood president had come by earlier previous week to introduce himself but was not present at the meeting to let Laura know that he was on board and that he would love it if his son could come.)

Laura asked Lamont Owens if he had any questions and he said he didn't.

Laura thanked them all for coming and let them know that technically she didn't have to have the meeting but that we wanted to use it as an opportunity to meet our neighbors and to get their feedback. She asked them to send anyone that had questions to her and she would be more than happy to speak with them. She told them to share her business card and website so the neighbors could have the information.

She assured them once again, that she would not want to do anything detrimental to the neighborhood. The meeting concluded around 7:30 and we continued talking in the yard after several people got some watermelon. Darline Wayne said that she felt better after meeting Laura and that she would talk to her mother. She gave Laura a hug as she left. I talked to Charles Lewis for a while and he didn't seem to have any questions. He had arrived late to the meeting so we gave him a re-cap of what we had discussed.



Urban Planning and Land Use

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

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

To: Unified Government Board of Commissioners
From: City Staff
Date: August 29, 2019
Re: Petition #SP-2019-92

GENERAL INFORMATION

Applicant:
Joe Heidrick

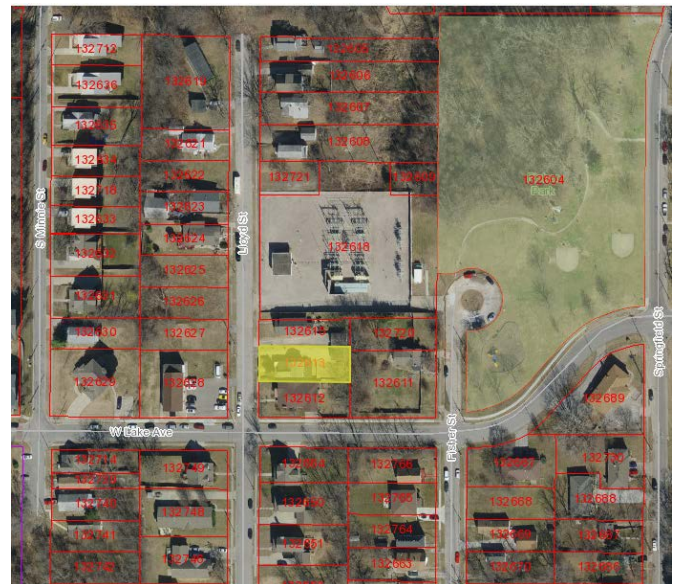
Status of Applicant:
Property Owner
Cactus Bed Properties LLC
625 West 58th Terrace
Kansas City, MO 64113

Requested Action:
Renewal of Special Use Permit

Date of Application:
July 3, 2019

Purpose:
Continued operation of an AIRBNB by way of special use permit (resident does not reside in the home)

Property Location:
3841 Lloyd Street



Commission Districts:

1. Commissioner At Large: Tom Burroughs
2. District Commissioner: Ann Brandau Murguia

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

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

Existing Uses: **North:** Single Family Residence; BPU Substation
South: Single Family Residence
East: Single Family Residence
West: Mt Carmel Baptist Church; Parking Lot

Total Tract Size: 0.19 acre

Master Plan Designation: City-Wide Master Plan; Single Family

Major Street Plan: The Major Street Plan classifies Lloyd Street as a local street.

Advertisement: The Wyandotte Echo – July 18, 2019
Letters to Property Owner – July 11, 2019 and August 20, 2019

Public Hearings: August 12, 2019 and August 29, 2019

Public Opposition: No one appeared in opposition at the August 12, 2019 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Joe Heidrick with Cactus Bed Properties LLC has applied for the renewal of a special use permit to operate a short-term rental (AIRBNB) at 3841 Lloyd Street. Mr. Heidrick will not live in the house and rent the entire residence through short term rental websites.

City Ordinance Requirements: 27-592 through 27-606

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

The neighborhood is primarily residential in nature, with single family homes along Lloyd Street. Two parcels north of the property in question is the BPU substation.

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

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

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

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

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

The property is not vacant.

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

Special use permits are not addressed in the Master Plan.

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

There is potential for an increase in vehicular traffic to the applicant's residence. However, vehicular traffic will not exceed the capacity of the street network to accommodate it. According to the applicant, the driveway is long enough to park three vehicles without needing on-street parking.

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

The proposed use provides convenience in the form of lodging to the public and will not likely substantially or permanently injure the appropriate use, visual quality, or marketability of adjoining property.

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

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

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

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

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

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

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

The relative gain or loss to the public health, safety, and welfare is likely to be minimal. If denied, the applicant will not be able to use his home as an AIRBNB unit, however, Mr. Heidrick will still be able to rent, long-term with a rental license.

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

Staff has concerns that ten (10) occupants is too many at any one time and could be construed as a house party.

PREVIOUS ACTIONS

Special use permit approved in 2018.

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on July 24, 2019 and according to the applicant no one attended.

KEY ISSUES

None

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 7 to 0 to recommend **APPROVAL** of Special Use Permit Application #SP-2019-92, subject to:

Urban Planning and Land Use Comments:

1. Provide up to date photos of service.

Applicant Response: Pictures of the property have not changed since original permit 1 year ago.

2. How many tenants do you average a year?

Applicant Response: To date, we have had 22 different tenants ranging from 2 days to 6 months.

3. Describe the demographic of your typical tenants.

Applicant Response: From July 2018 to January 2019 the tenant was a 44-year old male going through a bone marrow transplant at KU Med. For the month of February, we provided housing for a family of 9 who did not have heat or hot water in their home during the coldest month of the winter. They stayed at the house in Lloyd St until we were able to find them a permanent home in Grandview. This family was made up of 2 adults and 7 kids ranging from ages 5 to 12. From February to July we have had families in town for weddings, youth groups in town for a camp, soccer coaches from Canada working with Sporting KC and some business travelers in town for conventions.

4. Have you received or filed any complaints?

Applicant Response: We have not had any complaints I am aware of.

5. Has your rental property had any adverse effects on the character of the neighborhood?

Applicant Response: Again, I am not aware of any adverse effects on the neighborhood. Because it is a short-term rental, we constantly clean and maintain the property. So, I would say the property has had a positive impact on the neighborhood compared to a long-term tenant who may not maintain the property well.

6. How has your service affected the flow of traffic?

Applicant Response: All of our tenants park in the driveway having no impact on traffic.

7. Are there new neighbors to be consulted prior to continued operation?

Applicant Response: There are no new neighbors I am aware of.

8. Do you still maintain the proper licensing?

Applicant Response: Yes we are current on all licensure

9. Have the details of your rental operation changed?

Applicant Response: Nothing has changed since the original permit was granted.

10. Has maximum occupancy changed?

Applicant Response: No

11. Has the point of contact changed, if so has the contact information been updated and been provided to the neighbors?

Applicant Response: No

12. Have you paid the appropriate lodging taxes?

Applicant Response: Yes all lodging taxes have been paid.

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

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

Applicant Response: It is specifically noted in all lease agreements that this is a neighborhood and all quiet times and curfews must be respected. There has been no issue to this point.

Public Works Comments:

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

1) None.

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

1) None.

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

1) None

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition #SP-2019-92 subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

August 12, 2019 City Planning Commission Minutes
Staff Comment Responses
Neighborhood Meeting Information
Aerial Photograph
Pictures

REVIEW OF INFORMATION AND SCHEDULE

Action	Planning Commission	Unified Government Commission
Public Hearing	August 12, 2019	August 29, 2019
Special Use	Approval	

STAFF CONTACT: **Jacob Pellegrino,**
 jpellegrino@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #**SP-2019-92** as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

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

OR

I move the Unified Government Board of Commissioners **DENY** Petition #**SP-2019-92**, as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

August 12, 2019 City Planning Commission Minutes:

SPECIAL USE PERMIT APPLICATION #SP-2019-92 – JOE HEIDRICK WITH CACTUS BED PROPERTIES, LLC – SYNOPSIS: Renewal of a Special Use Permit (#SP-2018-79 – expires 9/27/2019) for a short-term rental/AIRBNB at 3841 Lloyd Street. ***Detailed Outline of Requested Action:*** The applicant, Joe Heidrick with Cactus Bed Properties LLC has applied for the renewal of a special use permit to operate a short-term rental (AIRBNB) at 3841 Lloyd Street. Mr. Heidrick will not live in the house and rent the entire residence through short term rental websites.

The items I have just read are on the Consent Agenda. At this time, does any member of the Commission wish to disclose any contact on any of the items?" (No one responded in the affirmative.)

"Please include the following items as part of the record for all of the Items on the Consent Agenda:

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated August 12, 2019;
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The notice in The Echo for the special use permits; and
7. The notices to property owners.

The Commission will vote to approve in one vote these items unless someone comes forward and asks that an item be removed from the Consent Agenda."

Chairman Carson asked if anyone wished to remove an item from the Consent Agenda. (No one responded in the affirmative.)

On motion by Dr. Serda, seconded by Mr. Miller, the Planning Commission voted as follows to **APPROVE** the items on the Consent Agenda:

Carson	Chairman
Ernst	Aye
Huey	Aye
Jones	Aye
Miller	Aye
Pauley	Aye
Reasons	Aye
Serda	Aye
Cho	Not Present
Connelly	Not Present
Neal	Not Present
Motion to APPROVE Passed: 7 to 0	
Subject to:	

Urban Planning and Land Use Comments:

1. Provide up to date photos of service.

Applicant Response: Pictures of the property have not changed since original permit 1 year ago.

2. How many tenants do you average a year?

Applicant Response: To date, we have had 22 different tenants ranging from 2 days to 6 months.

3. Describe the demographic of your typical tenants.

Applicant Response: From July 2018 to January 2019 the tenant was a 44-year old male going through a bone marrow transplant at KU Med. For the month of February, we provided housing for a family of 9 who did not have heat or hot water in their home during the coldest month of the winter. They stayed at the house in Lloyd St until we were able to find them a permanent home in Grandview. This family was made up of 2 adults and 7 kids ranging from ages 5 to 12. From February to July we have had families in town for weddings, youth groups in town for a camp, soccer coaches from Canada working with Sporting KC and some business travelers in town for conventions.

4. Have you received or filed any complaints?

Applicant Response: We have not had any complaints I am aware of.

5. Has your rental property had any adverse effects on the character of the neighborhood?

Applicant Response: Again, I am not aware of any adverse effects on the neighborhood. Because it is a short-term rental, we constantly clean and maintain the property. So, I would say the property has had a positive impact on the neighborhood compared to a long-term tenant who may not maintain the property well.

6. How has your service affected the flow of traffic?

Applicant Response: All of our tenants park in the driveway having no impact on traffic.

7. Are there new neighbors to be consulted prior to continued operation?

Applicant Response: There are no new neighbors I am aware of.

8. Do you still maintain the proper licensing?

Applicant Response: Yes we are current on all licensure

9. Have the details of your rental operation changed?

Applicant Response: Nothing has changed since the original permit was granted.

10. Has maximum occupancy changed?

Applicant Response: No

11. Has the point of contact changed, if so has the contact information been updated and been provided to the neighbors?

Applicant Response: No

12. Have you paid the appropriate lodging taxes?

Applicant Response: Yes all lodging taxes have been paid.

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

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

Applicant Response: It is specifically noted in all lease agreements that this is a neighborhood and all quiet times and curfews must be respected. There has been no issue to this point.

Public Works Comments:

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

1) None.

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

1) None.

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

1) None

Response to staff report questions for Special Use Permit for 3841 Lloyd Street Kansas City, KS

- 1) Pictures of the property have not changed since original permit 1 year ago.
- 2) To date, we have had 22 different tenants ranging from 2 days to 6 months.
- 3) From July 2018 to January 2019 the tenant was a 44 year old male going through a bone marrow transplant at KUMed. For the month of February we provided housing for a family of 9 who did not have heat or hot water in their home during the coldest month of the winter. They stayed at the house in Lloyd St until we were able to find them a permanent home in Grandview. This family was made up of 2 adults and 7 kids ranging from ages 5 to 12. From February to July we have had families in town for weddings, youth groups in town for a camp, soccer coaches from Canada working with Sporting KC and some business travelers in town for conventions.
- 4) We have not had any complaints I am aware of
- 5) Again, I am not aware of any adverse effects on the neighborhood. Because it is a short term rental we constantly clean and maintain the property. So I would say the property has had a positive impact on the neighborhood compared to a long term tenant who may not maintain the property as well.
- 6) All of our tenants park in the driveway having no impact on traffic.
- 7) There are no new neighbors I am aware of.
- 8) Yes we are current on all licensure
- 9) Nothing has changed since the original permit was granted.
- 10) No
- 11) No
- 12) Yes, all lodging taxes have been paid.
- 13) Yes? (I am not sure of the question here)
- 14) It is specifically noted in all lease agreements that this is a neighborhood and all quiet times and curfews must be respected. There has been no issue to this point.

From: Joe Heidrick <cactusbedproperties@gmail.com>
Sent: Wednesday, July 31, 2019 10:16 AM
To: Parker, Janet <jparker@wycokck.org>
Cc: Pellegrino, Jacob <jpellegrino@wycokck.org>
Subject: Re: #SP-2019-92 Draft Staff Report

Hello everyone

The neighborhood meeting for this SUP was held on July 24th 2019 at 5 PM.

There were no attendees and therefore no minutes from the meeting.

Please let me know if you need anything else from me.

Thank you

Joe Heidrick

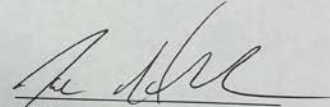
AFFIDAVIT - NEIGHBORHOOD MEETING

STATE OF Kansas)
COUNTY OF Wichita) ss:

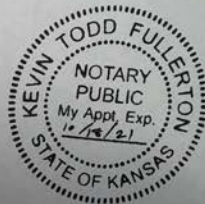
Comes now Joe Heidrick, of lawful age, sound mind and open his/her oath states as follows:

1. That I am the petitioner for Petition # SP-2019-92
2. That I conducted a neighborhood meeting on July 24th 2019.
3. Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Urban Planning and Land Use Department.

Further affiant saith not.


Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 5 day of August, 2019
My commission expires 10 of 18, 2021



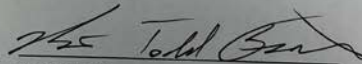

Notary Public



Figure 1. Aerial photograph of 3841 Lloyd Street (provided by UG Maps).



Figure 2. Photograph of 3841 Lloyd Street (provided by the applicant).



Figure 3. Photograph of living room at 3841 Lloyd Street (provided by the applicant).



Figure 4. Photograph of the kitchen at 3841 Lloyd Street (provided by the applicant).



Figure 5. Photograph of dining room at 3841 Lloyd Street (provided by the applicant).



Figure 6. Photograph of bedroom #1 at 3841 Lloyd Street (provided by the applicant).



Figure 7. Photograph of bedroom #2 at 3841 Lloyd Street (provided by the applicant).



Figure 8. Photograph of bedroom #3 at 3841 Lloyd Street (provided by the applicant).



Figure 9. Photograph of the two-car garage at 3841 Lloyd Street (provided by the applicant).



Urban Planning and Land Use

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

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

To: Unified Government Board of Commissioners
From: City Staff
Date: August 29, 2019
Re: Petition #SP-2019-93

GENERAL INFORMATION

Applicant:
Cheryl M. Snopak

Status of Applicant:
Property Owner
401 South 82nd Street
Kansas City, KS 66111-3016

Requested Action:
Approval of Special Use Permit

Date of Application:
June 27, 2019

Purpose: Special use permit
for a home occupation pet
grooming business.

Property Location:
401 South 82nd Street



Commission Districts:

1. Commissioner At Large: Tom Burroughs
2. District Commissioner: James F. Walters

Existing Zoning: R-1 Single Family District

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

Existing Uses: **North:** Farming/Ranch operation
South: Single Family Residence
East: Single Family Residence
West: Single Family Residence

Total Tract Size: 1.27 acres

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

Major Street Plan: The Major Street Plan designates both 82nd Street and Richland as local streets.

Advertisement: The Wyandotte Echo – July 18, 2019
Letters to Property Owner – July 11, 2019 and August 20, 2019

Public Hearings: August 12, 2019 and August 29, 2019

Public Opposition: No one appeared in opposition at the August 12, 2019 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Cheryl M. Snopak, is requesting approval of a Special Use Permit to operate a full-service pet grooming salon in the garage of their home at 401 S 82nd Street. Applicant will host one dog at a time, maximum of two per day.

City Ordinance Requirements: 27-592 through 27-606

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

The neighborhood is comprised of single-family households, farmland, and undeveloped land.

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

The zoning and uses of nearby properties are laid out above. The proposed use could be compatible with them if operated properly.

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

The removal of restrictions will not detrimentally affect nearby property.

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

The property is not vacant and is being used as a single-family home.

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

Special use permits are not addressed in the Master Plan.

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

This is not expected to be an issue. The applicant intends to provide services to one customer at a time, a maximum of two per day.

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

The proposed use would provide a convenience to the public by offering a pet grooming service. It is not expected that the proposed use would substantially or permanently injure the appropriate use or visual quality of the adjoining properties.

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

This is not expected to be an issue.

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

This is not expected to be an issue.

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

This is not expected to be an issue.

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

The relative gain to the public health, safety, and welfare is minimal.

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

This is not an issue.

PREVIOUS ACTIONS

None

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on July 18, 2019. Six (6) neighbors were in attendance. Attendees expressed a great deal of support for the idea. No opposition was recorded. The minutes, sign-in sheet, and affidavit are attached.

KEY ISSUES

None

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 7 to 0 to recommend **APPROVAL** of Special Use Permit Application #SP-2019-93, subject to:

Business License Comments:

1. If approved, applicant will need to file and maintain a current occupation tax application.

Urban Planning and Land Use Comments:

Staff feels that this business could be a great asset to the community. The applicant seems to have a very thorough and well-planned operation proposed and a passion and dedication for caring for these dogs. Upon approval, applicant will host one dog at a time, no more than two per day. Dogs will be kept on a leash at all times when outside. Staff recommends approval for 1 year.

Public Works Comments:

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

- 1) None
- B) Items that are conditions of approval (stipulations)
 - 1) None
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
 - 1) None

STAFF COMMENTS AND SUGGESTIONS

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

STAFF RECOMMENDATION

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition #SP-2019-93 subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

August 12, 2019 City Planning Commission Minutes
Zoning Map
Site Photos
Neighborhood Meeting Minutes
Business Plan

REVIEW OF INFORMATION AND SCHEDULE

Action	Planning Commission	Unified Government Commission
Public Hearing	August 12, 2019	August 29, 2019
Special Use	Approval	

STAFF CONTACT: Shana Shanteau
 sshanteau@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #SP-2019-93 as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. _____;
2. _____; And

3. _____.

OR

I move the Unified Government Board of Commissioners **DENY** Petition #**SP-2019-93**, as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

August 12, 2019 City Planning Commission Minutes:

Hearing Starts At 1:08:45:

SPECIAL USE PERMIT APPLICATION #SP-2019-93 – CHERYL SNOPIK WITH CHERBEAR’S DOG GROOMING – SYNOPSIS: Home Occupation Special Use Permit for a dog grooming business at 401 South 82nd Street. **Detailed Outline of Requested Action:** The applicant, Cheryl M. Snopak, is requesting approval of a Special Use Permit to operate a full-service pet grooming salon in the garage of their home at 401 S 82nd Street. Applicant will host one dog at a time, maximum of two per day.

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

1. The City’s currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City’s currently adopted Master Plan for the area in question;
4. The staff report and attachments dated August 12, 2019
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The Notice in the Wyandotte Echo dated July 18, 2019;
7. The Notices to property owners dated July 11, 2019.

Planning Director Richardson asked if the Commission had any contact to disclose on this application. (No one responded in the affirmative.)

Present in Support:

- ❖ Cheryl Snopak, applicant, 401 South 82nd Street, Kansas City, Kansas 66111

Present in Opposition:

- ❖ No one appeared

Staff Recommendation Starts 1:11:09: Planning Director Richardson stated that the staff recommends approval subject to the stipulations in the staff report.

Motion and Vote Starts 1:11:16:

On motion by Mr. Miller, seconded by Dr. Serda, the Planning Commission voted as follows to **recommend APPROVAL of Special Use Permit Application #SP-2019-93:**

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

Motion to recommend APPROVAL Passed: 7 to 0

Subject to:

Business License Comments:

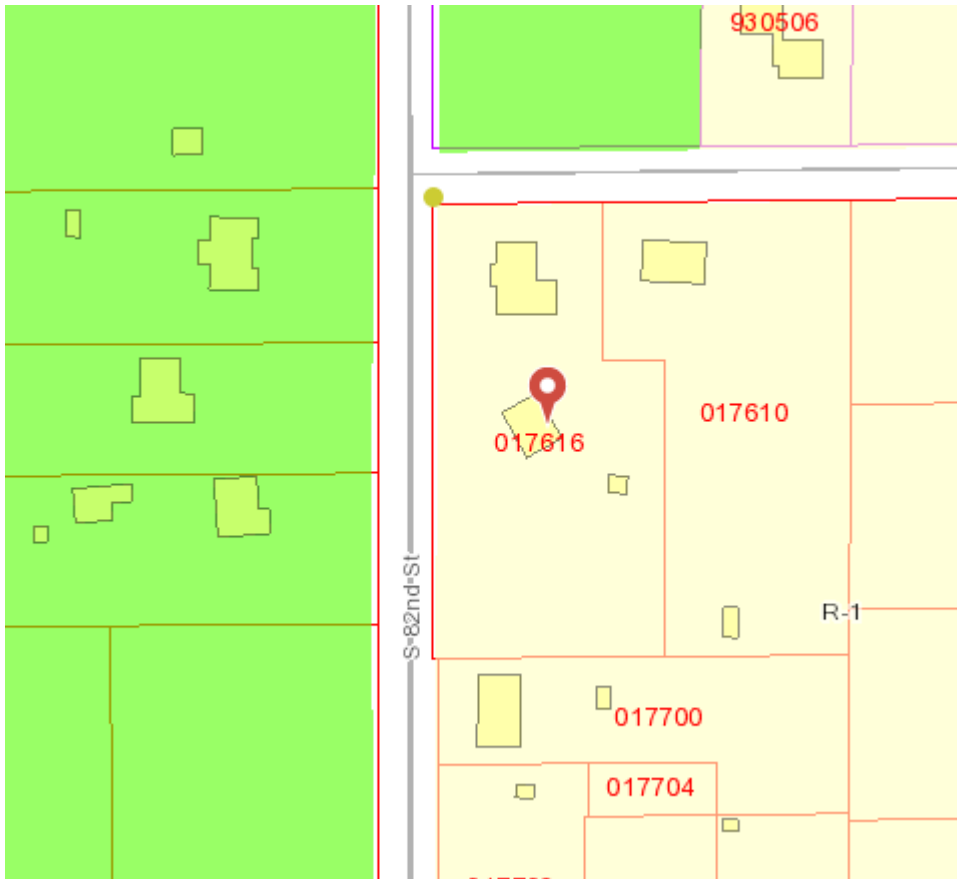
1. If approved, applicant will need to file and maintain a current occupation tax application.

Urban Planning and Land Use Comments:

Staff feels that this business could be a great asset to the community. The applicant seems to have a very thorough and well-planned operation proposed and a passion and dedication for caring for these dogs. Upon approval, applicant will host one dog at a time, no more than two per day. Dogs will be kept on a leash at all times when outside. Staff recommends approval for 1 year.

Public Works Comments:

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









To whom it may concern:

Sample
Letter

Date: July 11th 2019

New Hope Christian Fellowship Church
P.O. Box 13596
Edwardsville, KS 66113

SUBJECT: Neighborhood Meeting

have filed an application with the Department of Urban Planning and
Land Use # SP19402-00084. The purpose of this:

> special use permit / Home Occupation

is for a Doggrooming Salon

at the following address: 401 S. 82ND ST KC, KS 66111

I am having a neighborhood meeting on July 18th Thurs. at
6 p.m. at the following address 401 S. 82ND ST

The purpose of this meeting is to explain the proposal and to answer any
questions/concerns you may have.

I look forward to seeing you at the neighborhood meeting. If you are unable
to attend, please contact me at the address/phone number listed below.

Sincerely, Cher Snopak
952-261-1011

Cher Snopce

Sp# 19402-00084

Neighborhood Meeting **MIN**

1 • July 18th 6pm: **401 S. 82ND St.**

Steven & Kathy Mainwell
414 582 0084

• Ron Pennock
913. 202 9577

• JB. & Mary Hopkins
• Wyman Elmore

• George L. Canull

• Cheryl Snopce

Sign
Sheet

SP# 19402-00084

Meeting Note

Cher Bear Doggome

July 18th

6:30 pm

401 S. 82nd St
Kansas City, KS
66111

It's very hot this evening

Everyone agreed!

So if we were here see sign in sheet. att.

I explained what we have going on.

Read my business plan (see att.)

Everyone was so positive 😊

the Mainvills said it's a great idea & they

have a pup (Golden Retriever) they would like

cleaned up too. Many & JB look forward to their

dogs coming here too.

We heard a lot of ^{GREAT} dog stories - As we all have had
that one special dog, we will remember all
our life.

Meeting lasted 1/2 hour then we just

had neighbors visiting neighbors

It was really nice. adjourned at 7:00 pm

Everyone was gone by 8:00

minutes by Cher



AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF Kansas)
COUNTY OF Wyandotte) SS:

Comes now Cheryl Snopce, of lawful age, sound mind and open his/her oath states as follows:

1. That I am the petitioner for Petition # SP19402-00084
2. That I conducted a neighborhood meeting on July 18th.
3. Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Urban Planning and Land Use Department.

Further affiant saith not.

Cheryl M. Snopce
Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 20th day of July, 2019.
My commission expires 13th of Nov, 2022

MARY ELMORE HOPKINS
Notary Public - State of Kansas
My Appt. Expires 11-18-2022

Mary E. Hopkins
Notary Public

SP# 19402-00084

Business Plan

CherBear's Dog grooming

Monday thru Thursday 9-~~5~~⁷ By Appointment only My Plan is one dog at a time. I give my undivided attention, I ask for 3-4 hours to work on them, and hope they are behaving!! So 2 dogs at the most a day. I have no employees, its just me. I have been grooming professionally for 3 years, I've had dogs my whole life. I was also in a prison dog program in 2000 thru 2006 in Greenville, Illinois. where we lived with and trained Support dogs 24/7. It has given my life a different direction and I'm a better person because of that time. I found that I have the ability to groom dogs that others turn away, and I connect with the old dogs that cant stand up for very long, so I work around how they are. I have 3 kennels but wont use them unless there is a emergency, I will let them lounge on dog beds and treat them as my own till they are picked up, I help the dogs unload & load up making sure to have leashes or leads on between the shop and vehicles. I will ask for proof of Rabies vaccinations before I can work on them. I have a area across the driveway for potty breaks, and keep it nice and clean with Urine destroyer.. the garage drains go to a septic tank which I'm having emptied on Monday by honey wagon people. The rest of the house is on city sewer and water, my prices will go by breed of dog \$40.00 small \$80.00 Golden Doodle, Great Pyrenees, Siberian Husky, ect. Every thing is included except for Dematting ½ hour goes with groom price but if it takes longer its 8.00 per 15 minutes. So the haircut, bath shampoo/conditioner clean ears, paw pads, nail clipping or grinding. a good tune up for the pup! I have pet parents that know I treat their dog very good, and dogs like coming to see me it's a win win. I hope I have given you a little insight into my dream job, and I will work hard at being a great shop

Sincerely Cheryl Shopak aka CherBear



Urban Planning and Land Use

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

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

To: Unified Government Board of Commissioners
From: City Staff
Date: August 29, 2019
Re: Petition #SP-2019-94

GENERAL INFORMATION

Applicant:
Wil Anderson

Status of Applicant:
BHC Rhodes
712 State Avenue
Kansas City, KS 66101

Requested Action:
Renewal of special use permit

Date of Application:
June 28, 2019

Purpose:
Continued use of a trailer as a security office

Property Location:
8130 Kaw Drive

Commission Districts:
Commissioner At Large: Tom Burroughs
District Commissioner: Angela Markley



Existing Zoning: MP-2 General Industrial District

Existing Surrounding Zoning: North: MP-1 Planned Light Industrial and Industrial Park and MP-2 Planned General Industrial Districts

South: R-1 Single Family District; Union Pacific Railroad

East: R-1 Single Family District

West: AG Agricultural District

Existing Uses: North: Industrial (Amino Brothers Co.)

South: Industrial (Wilkerson Crane Manufacturing Co.)

East: Single Family Residence

West: Vacant land; Industrial (Kirby Smith Machinery Inc; terrafirm construction; Metal Panels Inc)

Total Tract Size: 5.91 acres

Master Plan Designation: The City-Wide Master Plan classifies this property as business park use.

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

Advertisement: The Wyandotte Echo – July 18, 2019

Letters to Property Owner – July 11, 2019 and August 20, 2019

Public Hearings: August 12, 2019 and August 29, 2019

Public Opposition: No one appeared in opposition at the August 12, 2019 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Wil Anderson with BHC Rhodes, is seeking renewal of a special use permit for the temporary use of land for a trailer intended to be a security office for the site at 8130 Kaw Drive.

City Ordinance Requirements: 27-592 through 27-606

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

The neighborhood is comprised primarily of industrial businesses though there are some residences in the area. The addition of the temporary trailer would generally fit within the overall aesthetics of the area.

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

The zoning and their uses are set out above. Because the construction trailer is temporary, the compatibility is not an issue.

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

The property is suitable for the proposed use and the removal of the restrictions will not detrimentally affect nearby property.

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

The property is not vacant; it currently houses numerous tractor trailers.

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

Special use permits are not addressed in the Master Plan.

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

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

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

The proposed use is reasonably necessary for the applicant and will not substantially injure the appropriate use, visual quality, or marketability of adjoining property.

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

The proposed use will not create problems for near-by property.

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

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

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

Not applicable.

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

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

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

Not applicable.

PREVIOUS ACTIONS

Special use permit approved in 2017.

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting July 25, 2019; according to the applicant no one was in attendance.

KEY ISSUES

Duration of trailer on site

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 7 to 0 to recommend **APPROVAL** of Special Use Permit #SP-2019-94, subject to:

Urban Planning and Land Use Comments:

1. Can you provide updated pictures of the trailer on site?

Applicant Response: See attached photos.

2. Are there any changes being made to the trailer on site?

Applicant Response: There are no changes being made to the trailer on site.

3. Do you plan to use the trailer longer than the five-year timeframe originally stated?

Applicant Response: This is really dependent on approval of this SUP Application for renewal and following that the economic situation to utilize the parcel of land for a use other than parking trailers in a secure location.

4. Has the intended use of the trailer changed in anyway?

Applicant Response: The trailer is being used as an office for security officers.

5. Has the location of the trailer on site changed?

Applicant Response: The location of the trailer is in its original location which closely approximates where it was shown on the original plans.

6. The trailer must be skirted.

Applicant Response: Trailer is and has been skirted since it was placed on site.

7. Approval is for two (2) years.

Public Works and Engineering Comments:

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

1) None.

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

1) None.

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

1) None

Building Inspections comments:

1. Per Section 3103 of the 2012 IBC, temporary structures are permitted for a maximum of 180 days. This structure has existed longer than the permitted use.

Business License Comments:

1. What business is this security office in support of? A search of the business license database found no businesses have filed any occupation tax application to be operating at this location. Any security company providing services on contract need to file an occupation tax application and license application for security services. The occupying business at this location needs to file an occupation tax application for their business activities and pay back fees since its inception.

STAFF COMMENTS AND SUGGESTIONS

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

STAFF RECOMMENDATION

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition #SP-2019-94 subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

August 12, 2019 City Planning Commission Minutes
Staff Comment Responses
Neighborhood Meeting Information
Site Photographs

REVIEW OF INFORMATION AND SCHEDULE

Action	Planning Commission	Unified Government Commission
Public Hearing	August 12, 2019	August 29, 2019
Special Use	Approval	

STAFF CONTACT: **Jacob Pellegrino**
 jpellegrino@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #SP-2019-94 as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

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

OR

I move the Unified Government Board of Commissioners **DENY** Petition #SP-2019-94, to the Unified Government Board of Commissioners as it is not in compliance with the

City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

August 12, 2019 City Planning Commission Minutes:

SPECIAL USE PERMIT APPLICATION #SP-2019-94 – WIL ANDERSON WITH BHC RHODES FOR FRANK PERRY – SYNOPSIS: Renewal of a Special Use Permit (#SP-2017-31 – expires 8/31/2019) for the Temporary Use of Land for a security office trailer at 8130 Kaw Drive. ***Detailed Outline of Requested Action:*** The applicant, Wil Anderson with BHC Rhodes, is seeking renewal of a special use permit for the temporary use of land for a trailer intended to be a security office for the site at 8130 Kaw Drive.

The items I have just read are on the Consent Agenda. At this time, does any member of the Commission wish to disclose any contact on any of the items?” (No one responded in the affirmative.)

“Please include the following items as part of the record for all of the Items on the Consent Agenda:

1. The City’s currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City’s currently adopted Master Plan for the area in question;
4. The staff report and attachments dated August 12, 2019;
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The notice in *The Echo* for the special use permits; and
7. The notices to property owners.

The Commission will vote to approve in one vote these items unless someone comes forward and asks that an item be removed from the Consent Agenda.”

Chairman Carson asked if anyone wished to remove an item from the Consent Agenda. (No one responded in the affirmative.)

On motion by Dr. Serda, seconded by Mr. Miller, the Planning Commission voted as follows to **APPROVE** the items on the Consent Agenda:

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

Motion to APPROVE Passed: 7 to 0

Subject to:

Urban Planning and Land Use Comments:

1. Can you provide updated pictures of the trailer on site?

Applicant Response: See attached photos.

2. Are there any changes being made to the trailer on site?

Applicant Response: There are no changes being made to the trailer on site.

3. Do you plan to use the trailer longer than the five-year timeframe originally stated?

Applicant Response: This is really dependent on approval of this SUP Application for renewal and following that the economic situation to utilize the parcel of land for a use other than parking trailers in a secure location.

4. Has the intended use of the trailer changed in anyway?

Applicant Response: The trailer is being used as an office for security officers.

5. Has the location of the trailer on site changed?

Applicant Response: The location of the trailer is in its original location which closely approximates where it was shown on the original plans.

6. The trailer must be skirted.

Applicant Response: Trailer is and has been skirted since it was placed on site.

7. Approval is for two (2) years.

Public Works and Engineering Comments:

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

- 1) None.

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

- 1) None.

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

- 1) None

Building Inspections comments:

1. Per Section 3103 of the 2012 IBC, temporary structures are permitted for a maximum of 180 days. This structure has existed longer than the permitted use.

Business License Comments:

1. What business is this security office in support of? A search of the business license database found no businesses have filed any occupation tax application to be operating at this location. Any security company providing services on contract need to file an occupation tax application and license application for security services. The occupying business at this location needs to file an occupation tax application for their business activities and pay back fees since its inception.

BHC RHODES

Civil Engineering • Surveying • Utilities

July 25, 2019

Memorandum

Re: Responses to Draft Staff Report.

8130 Kaw Drive SUP Renewal - SP-2019-94

Staff Comments and Suggestions:

Urban Planning and Land Use Comments:

1. Provide updated pictures of the trailer on site.



BHC RHODES is a Trademark of Bruneardt Honomichi & Company, P.A.
712 State Avenue, Suite 100 • Kansas City, KS 66101 • P: (913) 371-5300 • F: (913) 371-2677 • ibhc.com



BHC RHODES is a Trademark of Bruneardt Honomichi & Company, P.A.

BHC RHODES
Civil Engineering • Surveying • Utilities



2. There are no changes being made to the trailer on site.
3. This is really dependent on approval of this SUP Application for renewal and following that the economic situation to utilize the parcel of land for a use other than parking trailers in a secure location.
4. The trailer is being used as an office for the security officers.
5. The location of the trailer is in its original location which closely approximates where it was shown on the original plans.
6. Trailer is and has been skirted since it was placed on site.

Public Works Comments:

- A) No items were identified that required plan revision or additional documentation.
- B) No items were identified that would require conditions of approval.
- C) There were no comments that are not critical to engineering's recommendations for this specific submittal or that would be helpful in preparation of future documents.

Business Inspection Comments:

1. The trailer has been on site for the full period of the Special Use Permit.

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BHC RHODES
Civil Engineering - Surveying - Utilities

Business License Comments:

1. The security officers are there to allow access to the site for trailers.

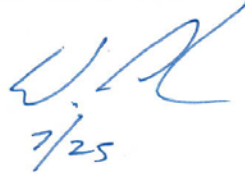
Let me know if you have other questions.

Wil Anderson, PS

Vice President

Survey Services Group

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MEETING MINUTES

APPLICATION NO: SP-2019-94

DATE AND LOCATION: July 25, 2019, 712 State Avenue, Kansas City, KS 66101

NAMES OF PEOPLE IN ATTENDANCE: SEE ATTENDANCE SHEET

MINUTES TAKEN BY: WIL ANDERSON

MEETING CALLED TO ORDER AT: 5p

INTRODUCTIONS:

PRESENTATION BY APPLICANT OR TEAM: * THERE WAS NO
ATTENDEES TO THIS MEETING.

QUESTIONS AND ANSWERS: MEETING ADJOURNED AT 6p
WIL 7/25
W.A.

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF Kansas)
) SS:
COUNTY OF Wyandotte)

Comes now William C. Anderson, of lawful age, sound mind and upon his/her oath states as follows:

1. That I am the petitioner for Petition # SP-2019-94.
2. That I conducted a neighborhood meeting on July 25, 2019.
3. Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Urban Planning and Land Use Department.

Further affiant saith not.



Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 26th day of JULY, 2019.

My commission expires 16th of MAY, 2021.



Notary Public

JOSEPH H. McLAUGHLIN
Notary Public-State of Kansas
My Appt. Expires 5/16/2021





Urban Planning and Land Use

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

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

To: Unified Government Board of Commissioners
From: City Staff
Date: August 29, 2019
Re: Petition #PR-2019-16

GENERAL INFORMATION

Applicant:
David Contag

Status of Applicant:
Representative
DLR Group
7290 West 133rd Street
Overland Park, KS 66213

Requested Action:
Preliminary and Final Plan
Review

Date of Application:
May 24, 2019

Purpose:
Preliminary and Final Plan Review for Turner High School

Property Location:
2211 South 55th Street

Existing Zoning: AG Agriculture District and R-1 Single-Family District



Surrounding Zoning: **North:** R-1 Single-Family District
 South: R-1 Single-Family District;
 AG Agriculture District
 East: R-1 Single-Family District
 West: R-1 Single-Family District

Existing Uses: **North:** Single-family residences
 South: Single-family residences; agricultural land
 East: Single-family residences; vacant lot
 West: Single-family residences; public park

Total Tract Size: 58.59 acres

Master Plan Designation: The City-Wide Master Plan designates this property as Public/Semi-Public

Major Street Plan: The Major Streets Plan designates South 55th Street as a Class C Thoroughfare

Advertisement: Property Owner Letters – June 12, 2019, July 10, 2019 and August 20, 2019
 Wyandotte Echo – None Required

Public Hearings: July 8, 2019, August 12, 2019 and August 29, 2019

Public Opposition: There was one person in opposition at the July 8, 2019 City Planning Commission meeting. There were two (2) persons present in opposition at the August 12, 2019 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: Applicant is requesting a Final Plat to create a single, contiguous lot at the Turner High School campus (approved on August 12, 2019). Applicant is also requesting a Preliminary and Final Plan Review of the Turner District Athletic Complex, which will stretch over 14 acres and feature an outdoor stadium fitted with bleachers, containing a 400-meter track encircling an all-purpose field

City Ordinance Requirements: Article VIII, Sections 27-340 – 27-765

FACTORS TO BE CONSIDERED

1. Neighborhood character.

The neighborhood is a mix of single-family residences in sparsely populated communities and single-family residences in densely populated communities. The high school and Pierson Park provide public spaces in the neighborhood.

2. ***The extent to which the proposed use would increase the traffic or parking demand in ways that would adversely affect road capacity, safety, or create parking problems. Streets are designed so as to provide a safe, convenient and functional system for vehicular traffic, and having such width, gradient, location and structural quality as to accommodate prospective traffic as determined by existing and probable future land and building uses.***

This use could potentially cause a demand for parking that is not being met with the proposed site plan. Staff has asked for further clarification as to how the applicant will address parking demand at peak hours.

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

This use conforms with the Master Plan.

4. ***The capability of the proposed use to meet applicable ordinance and other requirements.***

The proposed use is capable of meeting applicable ordinance requirements.

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

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

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

- a. ***Water service***

Available

- b. ***Sanitary sewer service***

Available

- c. ***Storm water control***

Available

- d. ***Police***

Police service provided by #334

e. Fire

Fire service provided by Station #17

f. Transit

None

g. Schools

Turner USD 202

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

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

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

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

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

This development would increase the amount of public space by creating a public-school stadium facility.

KEY ISSUES

Noise, lighting, parking

PREVIOUS ACTIONS

These applications were held over from the July 8, 2019 meeting due to an error in the notification area; therefore some neighbors did not receive notice of the hearing. The applicant was required to hold another neighborhood meeting which took place on July 22, 2019. Minutes, sign-in sheet and affidavit are attached.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 7 to 0 to recommend **APPROVAL** of Plan Review Application #PR-2019-16, subject to:

Planning and Land Use Comments:

General Planning

1. Review and respond to the attached comments from Geospatial Services Department.

Applicant Response: Acknowledged. The comment regarding the forward slash will be corrected and removed in the title of the plat and the plat was revised. Separate comments were obtained during meetings with the County Surveyor were also addressed in the Final Plat.

2. Noise levels from P.A. systems are a concern for staff. Speakers should be positioned so that noise is not projected onto residential areas to the north and east. Provide location and orientation of speaker system as well as anticipated sound levels at the property lines.

Applicant Response: Common strategies for mitigating and controlling sound transmission include strategic placement and selection of speakers based on vertical/horizontal dispersion to focus on the areas targeted for sound reinforcement, and the use of DSP to both limit the maximum SPL (Sound Pressure Level) the system can produce by and end user as well as the use of low frequency filtering to reduce the output of low frequency signals that are not critical to program that propagate farther than high frequency audio content. If the UG Development Ordinances have a published target SPL for ambient noise in communities that are acceptable it would be good to have as reference.

Staff Response: The UG Code of Ordinances does not currently have a published target SPL. Generally, the noise level is not to exceed a level so as to be a disturbance to the neighboring residential areas. Complaints from neighbors may be cause for staff to further specify the stipulations regarding speakers.

3. Lighting should be oriented to not project onto residential areas to the north and east or cause a driving hazard on South 55th Street. Provide lighting details.

Applicant Response: See attached preliminary sports lighting calculation plan for current design illuminance values. The “blue” line represents the spill light at 120-feet from the track and field area. The

luminescence table shows a calculation for a light level of 0.45 to 1.12 foot-candles. LED lights also have no spill and glare. The existing heavy vegetation to remain along the property lines will further screen the light from adjacent residential lots.

4. All signage must comply with the sign code, Chapter 27 Division 11.

Applicant Response: Acknowledged. Refer to Building Elevations for location and size of pin mounted letters on the Press Box Building. The West elevation will have 30" height pin-mounted aluminum letters. The South elevation will have a 3'-0" diameter metal team logo and 9" height pin-mounted aluminum lettering.

Building

1. Provide a chart indicating the material types and percentages used for each façade.
 - a. All building facades shall be at least 50 percent masonry. Cementous siding may be used to meet 50 percent of the total masonry requirement.

Applicant Response: The following chart showing percentages of concrete masonry units (CMU) and glass will be added to the architectural Elevations:

Press Box

East elevation: 7% glass and 93% burnished CMU
West elevation: 9% glass and 91% burnished CMU
North elevation: 100% burnished CMU
South elevation: 100% burnished CMU

Field House

East elevation: 100% burnished CMU
West elevation: 100% burnished CMU
North elevation: 6% glass and 94% burnished CMU
South elevation: 100% burnished CMU

Ticket Booth

East elevation: 12% glass and 88% burnished CMU
West elevation: 12% glass and 88% burnished CMU
North elevation: 100% burnished CMU
South elevation: 12% glass and 88% burnished CMU

Site

1. The traffic impact study indicates that the maximum seating capacity at the stadium is 2000. Athletic stadiums are held to the standard of 1 parking space per 3 attendees, requiring 667 spaces for this facility. Sheet C04 indicates that 27 stalls are proposed in addition to those at the high school. Provide an explanation indicating how the proposed parking can be considered sufficient/shared parking with the school, etc. A variance

application may be required. Please use the USD 500 stadium on Meadowlark Lane as an example.

Applicant Response: The existing and proposed parking for the high school totals 505 spaces. The proposed District Athletic Complex includes a total of 2000 seats for Football and about 500 seats for the practice soccer field. The District currently only has about 500 to 600 persons attend football and athletic events which would only require about 200-250 cars at the most. The reason the stadium is being designed for 2,000-seats is to ensure that USD #203 can host regional and state events per the Kansas State High School Association. The District does not plan to program simultaneous Football and Soccer events on the same night, so the largest seating capacity is 2000-seats and using the calculation for one (1) car per 3-seats requires about 667-spaces. Based on this calculation, the High School may be short about 163 spaces. The District has indicated they would be open to use school buses for shuttles to allow people to park at the Elementary or Middle Schools for larger events as needed. Those two schools would offer adequate overflow parking. We understand a similar arrangement was approved by the Unified Government planning staff for BPAC at USD #500 in KCKS.

2. Will there be times when school hours would overlap with use of the stadium? How will parking be accounted in such a situation?

Applicant Response: Turner School District staff have indicated that programmed activities at the DAC will begin near the end of the regular school day when students and staff at the school have left for the day.

Landscaping

1. Landscaping is required at 1 tree per 7,000 sf of site area, plus a 75% multiplier as required under the Commercial Design Guidelines. Update sheet L0.0 to include this requirement.
 - a. $609,840 \text{ sf} / 7000 = 87.12 \text{ trees}$
 - b. $87.12 * 0.75 = 65.34 \text{ trees}$
 - c. $\text{Total} = 87.12 + 65.34 = 153 \text{ trees}$

Applicant Response: Acknowledged. This summary of existing and proposed trees has been included on Sheet L0.0.

Additional Stipulations:

1. Public Works will further review the traffic study to determine if any additional traffic signaling is required.
2. The applicant will look at their entrances to determine if additional street lighting is necessary.

Public Works Comments:

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
1) None.
- B) Items that are conditions of approval (stipulations):
1) Construction plans shall meet UG standards and criteria and shall be reviewed and approved by UG prior to construction permit acquisition.
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
1) None

STAFF COMMENTS AND SUGGESTIONS

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

STAFF RECOMMENDATION

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition #PR-2019-16 subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

July 8, 2019 City Planning Commission Minutes
August 12, 2019 City Planning Commission Minutes
Turner District Athletic Complex Site Plan
Turner District Athletic Complex Rendering
Turner District Athletic Complex Site Landscaping Plan
Turner District Athletic Complex Final Plat

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>Board of Commissioners</u>
Public Hearing P&F Plan	July 8, 2019 Held Over August 12, 2019	August 29, 2019
Final Plat	Approval July 8, 2019 Held Over August 12, 2019 Approved	TBD

STAFF CONTACT: **Mike Farley**
 mfarley@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #**PR-2019-16** as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

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

OR

I move the Unified Government Board of Commissioners **DENY** Petition #**PR-2019-16** as it is not in compliance with the City Ordinances and as it will not promote the health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

July 8, 2019 City Planning Commission Minutes:

Hearing Starts 1:20:08:

TURNER DAC – SYNOPSIS: Final Plat for one (1) commercial lot at 2211 South 55th Street

PLAN REVIEW APPLICATION #PR-2019-16 – DAVID CONTAG WITH DLR GROUP,
Preliminary and Final Plan Review for an athletic complex for Turner USD #202 at 2211 South 55th Street

Detailed Outline of Requested Action: Applicant is requesting a Final Plat to create a single, contiguous lot at the Turner High School campus. Applicant is also requesting a Preliminary and Final Plan Review of the Turner District Athletic Complex, which will stretch over 14 acres and feature an outdoor stadium fitted with bleachers, containing a 400-meter track encircling an all-purpose field

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

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated July 8, 2019
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file; and
6. The Notices to property owners dated June 12, 2019.

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

Planner Commissioner Neal disclosed that he lives on 55th Street.

Present in Support:

- ❖ David Contag, applicant, DLR Group, 7290 West 133rd Street, Overland Park, Kansas 66213
- ❖ Mick Slutter, Renaissance Infrastructure Consulting, 132 Abbie Avenue, Kansas City, Kansas
- ❖ Chris Crockett, Turner School District, 1800 South 55th Street, Kansas City, Kansas

Present in Opposition:

- ❖ Randy Jones, 11250 South Kill Creek, Olathe, Kansas, owner of 5543 Douglas Avenue (and did not receive notice of the meeting)

Planning Commissioner Neal recused himself at 1:43:51

Staff Recommendation Starts 1:50:10: Planning Director Richardson stated that there is an error in the notice list and the applications need to be held over until the August 12, 2019 meeting so the applications can be properly noticed. He further stated that the applicant will be required to hold another neighborhood meeting. He stated that the multiple parcels were not entered into the GIS system (at the time of intake.) There is no one noticed on Douglas Avenue and there should be two or more that received notices. He stated that he apologizes to the applicant for the error.

Motion and Vote Starts 1:53:04:

On motion by Dr. Serda, seconded by Mr. Reasons, the Planning Commission voted as follows to **HOLD OVER** Turner DAC Final Plat until the August 12, 2019 City Planning Commission meeting:

Carson	Chairman
Connelly	Aye
Ernst	Aye
Huey	Aye
Neal	Not Present
Reasons	Aye
Serda	Aye
Cho	Not Present
Jones	Not Present
Miller	Not Present
Pauley	Not Present
Motion to HOLD OVER Passed 5 to 0	

On motion by Dr. Serda, seconded by Mr. Connelly, the Planning Commission voted as follows to **HOLD OVER** Plan Review Application #PR-2019-16 until the August 12, 2019 City Planning Commission meeting:

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

Motion to HOLD OVER Passed 5 to 0

August 12, 2019 City Planning Commission Minutes:

Hearing Starts 1:11:50:

TURNER DAC – SYNOPSIS: Final Plat for one (1) commercial lot at 2211 South 55th Street

PLAN REVIEW APPLICATION #PR-2019-16 – DAVID CONTAG WITH DLR GROUP, Preliminary and Final Plan Review for an athletic complex for Turner USD #202 at 2211 South 55th Street

Detailed Outline of Requested Action: Applicant is requesting a Final Plat to create a single, contiguous lot at the Turner High School campus. Applicant is also requesting a Preliminary and Final Plan Review of the Turner District Athletic Complex, which will stretch over 14 acres and feature an outdoor stadium fitted with bleachers, containing a 400-meter track encircling an all-purpose field

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

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated August 12, 2019
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file; and
6. The Notices to property owners dated June 12, 2019 and July 10, 2019.

Planning Director Richardson asked if the Commission had any contact to disclose on this application. (No one responded in the affirmative.)

Planning Director Richardson stated that these applications were heard in detail last month and held over as there was an issue with the notices and that error was corrected.

Present in Support:

- ❖ Dave Contag, applicant, 7290 West 133rd Street, Overland Park, Kansas 66213
- ❖ Doug Powers, Assistant Superintendent, Turner School District
- ❖ Mick Slutter, Civil Engineer, RIC Engineering
- ❖ Chris Crocket

Present in Opposition:

- ❖ Jessica May, 1940 South 53rd Street, Kansas City, Kansas
- ❖ Angela Moon, 1920 South 53rd Street, Kansas City, Kansas

Staff Recommendation Starts 1:32:45: Planning Director Richardson stated he is going to ask the Public Works Department to take another look at the traffic study as there have been so many concerns expressed this evening to see if there is anything else, they can do. He is also going to ask the applicant to look at their entrances to see if there is a need for a traffic signal for the evening events and possibly add a street light each direction to make sure the people turning see it very clearly given the night time activity. The staff recommends approval with these two additional comments and the stipulations in the staff report.

Motion and Vote Starts 1:33:47:

On motion by Dr. Serda, seconded by Ms. Pauley, the Planning Commission voted as follows to **APPROVE Turner DAC Final Plat:**

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

Motion to APPROVE Passed: 7 to 0

Subject to:

Planning and Land Use Comments:

General Planning

1. Review and respond to the attached comments from Geospatial Services Department.

Applicant Response: Acknowledged. The comment regarding the forward slash will be corrected and removed in the title of the plat and the plat was revised. Separate comments were obtained during

meetings with the County Surveyor were also addressed in the Final Plat.

2. Noise levels from P.A. systems are a concern for staff. Speakers should be positioned so that noise is not projected onto residential areas to the north and east. Provide location and orientation of speaker system as well as anticipated sound levels at the property lines.

Applicant Response: Common strategies for mitigating and controlling sound transmission include strategic placement and selection of speakers based on vertical/horizontal dispersion to focus on the areas targeted for sound reinforcement, and the use of DSP to both limit the maximum SPL (Sound Pressure Level) the system can produce by and end user as well as the use of low frequency filtering to reduce the output of low frequency signals that are not critical to program that propagate farther than high frequency audio content. If the UG Development Ordinances have a published target SPL for ambient noise in communities that are acceptable it would be good to have as reference.

Staff Response: The UG Code of Ordinances does not currently have a published target SPL. Generally, the noise level is not to exceed a level so as to be a disturbance to the neighboring residential areas. Complaints from neighbors may be cause for staff to further specify the stipulations regarding speakers.

3. Lighting should be oriented to not project onto residential areas to the north and east or cause a driving hazard on South 55th Street. Provide lighting details.

Applicant Response: See attached preliminary sports lighting calculation plan for current design illuminance values. The “blue” line represents the spill light at 120-feet from the track and field area. The luminescence table shows a calculation for a light level of 0.45 to 1.12 foot-candles. LED lights also have no spill and glare. The existing heavy vegetation to remain along the property lines will further screen the light from adjacent residential lots.

4. All signage must comply with the sign code, Chapter 27 Division 11.

Applicant Response: Acknowledged. Refer to Building Elevations for location and size of pin mounted letters on the Press Box Building. The West elevation will have 30” height pin-mounted aluminum letters. The South elevation will have a 3’-0” diameter metal team logo and 9” height pin-mounted aluminum lettering.

Building

1. Provide a chart indicating the material types and percentages used for each façade.

- a. All building facades shall be at least 50 percent masonry. Cementous siding may be used to meet 50 percent of the total masonry requirement.

Applicant Response: The following chart showing percentages of concrete masonry units (CMU) and glass will be added to the architectural Elevations:

Press Box

East elevation: 7% glass and 93% burnished CMU
West elevation: 9% glass and 91% burnished CMU
North elevation: 100% burnished CMU
South elevation: 100% burnished CMU

Field House

East elevation: 100% burnished CMU
West elevation: 100% burnished CMU
North elevation: 6% glass and 94% burnished CMU
South elevation: 100% burnished CMU

Ticket Booth

East elevation: 12% glass and 88% burnished CMU
West elevation: 12% glass and 88% burnished CMU
North elevation: 100% burnished CMU
South elevation: 12% glass and 88% burnished CMU

Site

1. The traffic impact study indicates that the maximum seating capacity at the stadium is 2000. Athletic stadiums are held to the standard of 1 parking space per 3 attendees, requiring 667 spaces for this facility. Sheet C04 indicates that 27 stalls are proposed in addition to those at the high school. Provide an explanation indicating how the proposed parking can be considered sufficient/shared parking with the school, etc. A variance application may be required. Please use the USD 500 stadium on Meadowlark Lane as an example.

Applicant Response: The existing and proposed parking for the high school totals 505 spaces. The proposed District Athletic Complex includes a total of 2000 seats for Football and about 500 seats for the practice soccer field. The District currently only has about 500 to 600 persons attend football and athletic events which would only require about 200-250 cars at the most. The reason the stadium is being designed for 2,000-seats is to ensure that USD #203 can host regional and state events per the Kansas State High School Association. The District does not plan to program simultaneous Football and Soccer events on the same night, so the largest seating capacity is 2000-seats and using the calculation for one (1) car per 3-seats requires about 667-spaces. Based on this calculation, the High School may be short about 163 spaces.

The District has indicated they would be open to use school buses for shuttles to allow people to park at the Elementary or Middle Schools for larger events as needed. Those two schools would offer adequate overflow parking. We understand a similar arrangement was approved by the Unified Government planning staff for BPAC at USD #500 in KCKS.

2. Will there be times when school hours would overlap with use of the stadium? How will parking be accounted in such a situation?

Applicant Response: Turner School District staff have indicated that programmed activities at the DAC will begin near the end of the regular school day when students and staff at the school have left for the day.

Landscaping

1. Landscaping is required at 1 tree per 7,000 sf of site area, plus a 75% multiplier as required under the Commercial Design Guidelines. Update sheet L0.0 to include this requirement.
 - a. $609,840 \text{ sf} / 7000 = 87.12 \text{ trees}$
 - b. $87.12 * 0.75 = 65.34 \text{ trees}$
 - c. $\text{Total} = 87.12 + 65.34 = 153 \text{ trees}$

Applicant Response: Acknowledged. This summary of existing and proposed trees has been included on Sheet L0.0.

Additional Stipulations:

1. Public Works will further review the traffic study to determine if any additional traffic signaling is required.
2. The applicant will look at their entrances to determine if additional street lighting is necessary.

Public Works Comments:

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
 - 1) None.
- B) Items that are conditions of approval (stipulations):
 - 1) Construction plans shall meet UG standards and criteria and shall be reviewed and approved by UG prior to construction permit acquisition.
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
 - 1) None

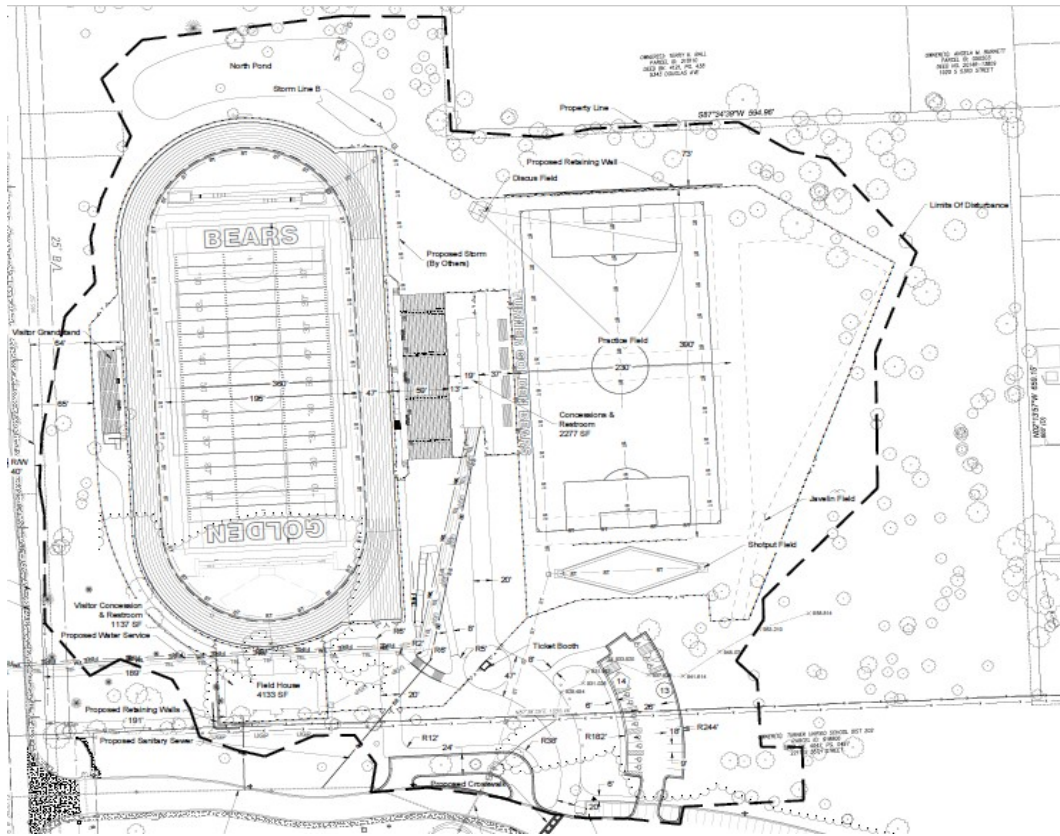
On motion by Mr. Ernst, seconded by Mr. Miller, the Planning Commission voted as follows to recommend **APPROVAL** of Plan Review Application #PR-2019-16:

Carson	Chairman
Ernst	Aye
Huey	Aye
Jones	Aye

Miller	Aye
Pauley	Aye
Reasons	Aye
Serda	Aye
Cho	Not Present
Connelly	Not Present
Neal	Not Present

Motion to recommend APPROVAL Passed: 7 to 0
Subject to the above stipulations

TURNER DISTRICT ATHLETIC COMPLEX SITE PLAN



TURNER DISTRICT ATHLETIC COMPLEX RENDERING



FINAL PLAT
TURNER DAC

[illegible]

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF Kansas)
COUNTY OF Johnson) SS:

Comes now DAVID CONTAG - DLR Group, of lawful age, sound mind and upon his/her oath states as follows:

1. That I am the petitioner for Petition # PR-2019-16
2. That I conducted a neighborhood meeting on July 22, 2019.
3. Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Urban Planning and Land Use Department.

Further affiant saith not.


Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 25th day of July, 20019

My commission expires 7 of 22, 20021




Notary Public

Date 7/22/19
 Project TURNER DAC DRC # PR2019-16
 Project # 12-19112-02
 Page 1 of 1
 Computed by DHC Checked by

TURNER . DAC . NEIGHBORHOOD MTG #2.

ATTENDEES	ADDRESS	EMAIL
1. DAVID CONTAG	7290 W. 133 rd ST. OPS	
2. JOE BRYANT	"	
3. WICK BLUTTER		
4. Terry Ball	5401 Douglas Ave	tkball1582@gmail.com
5. Randy Jones	5433 Douglas Ave	RWJONES24@yahoo.com
6. JOEL GLOCKER	M. COWEN GORDON	JGLOCKER@mcgowngordon.com
7. BRIAN ROTH	M. COWEN GORDON	BROTH@mcgowngordon.com
8. Ben Sutherlin	sutherlinb@turner...	
9. Brian Roth	broth@mcgowngordon.com	DUPLICATE
10. Doug Powers	powersd@turnerwsd202.org	
11. Jessica My	1940 S. 55 th KCK	jessica-my78@yahoo.com
12. Josephine LAWS	2316 S 55 th lololo	
13. CAMS CROCKETT.	DISTRICT #202	
14.		
15.		

Meeting Minutes



DLR Group

Architecture Engineering Planning Interiors

7290 West 133rd Street
Overland Park, KS 66213

o: 913/897-7811
f: 913/897-8333

Meeting Date	July 22, 2019
To	Janet Parker, UG Dept. of Urban Planning and Land Use
From	David Contag, DLR Group
Location	Turner USD #202 District Office
Project	Neighborhood Meeting #2 for Turner District Athletic Complex Final Plat and Development Plan
Project No.	DRC PR #2019-16 DLR Group #12-19112-02
Attendees	Terry Ball - neighbor Randy Jones - neighbor Jessica My - neighbor Josephine Laws - neighbor David Contag and Josh Erhart – DLR Group Joel Crocker and Brian Roth – McCown Gordon Mick Slutter – RIC Ben Sutherlin – USD 202 Doug Powers – USD 202 Chris Crockett – USD 202
Purpose	Neighborhood Meeting #2 for Turner DAC
Minutes	The following meeting minutes are intended to summarize the discussion and questions from the neighbors of the proposed District Athletic Complex project. District Staff welcomed the meeting attendees. The Architect, DLR Group; the Civil Engineer, RIC; and Construction Manager, McCown Gordon provided an overview of the project and presented a video fly-around of the project, plans and elevations. The following questions were asked by the neighbors and discussed: 1. Drainage question was raised by Mr. Jones. Response: There will be less site runoff to the north of the proposed development as compared with the existing drainage as water will be detained on-site and a controlled release outlet will allow the site to drain at less volume than existing. 2. One neighbor asked about the speed limit on South 55th Street and had concerns with blind spots on the hill south of the existing high school entry drive. She indicated that

Action Items

drivers go too fast and there have been accidents.

Response: The design team indicated that this project does not touch any of the public roadways, nor do we have jurisdiction on public street design and traffic control, but we would include in the note for the jurisdiction to consider.

3. Sound from Band Practices was noted by residents not to be too obtrusive. The band practices in the existing parking lot sometimes and on the grass field south of the existing school.
4. Neighbors asked how many events would be held at the proposed Athletic Complex. Response: There will be about 8-home Football and 8-home Soccer games in the fall from September to November. Spring will have about 8-Soccer home games. There will be about 6-8 track meets in the Spring as well.
5. Question was asked about increasing taxes for this project. The Bond funding is a no tax increase and existing taxes help to fund all of the District's projects.
6. Lighting: Sports field lighting will be very efficient LED fixtures with minimal spill and glare. Light levels are projected to be less than 1 foot-candle at about 120-feet from the track and soccer field areas.
7. Sound: The public address speakers will be located on the proposed sports field lights and will be directed to the grandstand areas. Additional sound will be broadcasted inside the buildings and will not affect the site areas.
8. Traffic Control: The District employs additional Safety Resource Officer (SRO) and KCK police during school athletic events. In addition, District staff will also assist with traffic control and patron management during events. Traffic cones and signs will be used to direct people and vehicular traffic. There currently are No-Parking signs located along 55th Street, south of the High School Natatorium driveway, and persons will not be allowed to park on 55th Street.
9. What about increased need for parking? Response: If additional parking is needed, the District will allow parking at either the Elementary School or Middle School and provide shuttle buses to carry people back and forth. This has already been approved at sites in the KCK school District.
10. What will be the hours of construction for this project? McCown Gordon indicated that normal work hours will be 7:30 AM to 4-5 PM during the week and sometimes on Saturdays if needed.
11. Construction access? Access to the site will be from two existing curb cuts located along 55th Street. Erosion and dust control will be provided.

DLR Group
Overland Park, Kansas
o: 913/897-7811 f: 913/897-8333

The foregoing is a summary of the discussion and comments received. Please contact the undersigned should any additions or corrections to these minutes be required.

cc: Mr. Doug Powers
Mr. Michael Farley, UG Staff Planner

Submitted by:

A handwritten signature in blue ink, appearing to read "David H. Contag".

David H. Contag, PLA ASLA

(First published _____)

#3194

ORDINANCE NO. _____

AN ORDINANCE rezoning property hereinafter described located at approximately 8525 Parallel Parkway in Kansas City, Kansas, by changing the same from its present zoning of C-1 Limited Business District to CP-3 Planned Commercial District.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF
THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY,
KANSAS, AS FOLLOWS:

Section 1. It is hereby found and determined that a petition was filed on April 26, 2019, by the owners of property to have the zoning of said property changed from its present zoning of C-1 Limited Business District to CP-3 Planned Commercial District.

It is likewise found and determined that the Planning Commission published notice, mailed notices, held public hearing(s), prepared recommendations and followed the procedures provided by law.

Section 2. In compliance with recommendations of the Planning Commission, it is hereby ordained that the zoning of the following described property:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 05, TOWNSHIP 11 SOUTH, RANGE 24 EAST OF THE 6TH P.M. IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 87°58'45" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 242.30 FEET; THENCE SOUTH 02°00'39" EAST, A DISTANCE OF 41.95 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF PARALLEL PARKWAY AS IT NOW EXISTS ALSO KNOWN TO BE THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE NORTH 84°44'15" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 211.32 FEET; THENCE SOUTH 02°00'39" EAST, A DISTANCE OF 188.48 FEET TO A POINT ON THE NORTH LINE OF RICK ADDITION, A SUBDIVISION OF LAND IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY,

KANSAS; THENCE SOUTH 88°10'07" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 210.98 FEET; THENCE NORTH 02°00'39" WEST, A DISTANCE OF 175.83 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE ALSO KNOWN TO BE THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED, LESS THAT PART TAKEN OR USED FOR ROAD PURPOSES. CONTAINS - 38,431.30 SQUARE FEET MORE OR LESS, Located at approximately 8525 Parallel Parkway, Kansas City, Kansas,

be changed from its present zoning of C-1 Limited Business District to CP-3 Planned Commercial District as defined by the Zoning Ordinances of Kansas City, Kansas.

Section 3. Pursuant to the Code of City Ordinances, Section 27-467, the Governing Body approves the preliminary development plans, incorporated herein by reference, marked as the certified preliminary development plan, and maintained in the Urban Planning and Land Use Department as submitted to the Governing Body and received by the Unified Clerk.

Section 4. The Urban Planning and Land Use Department of Kansas City, Kansas, is hereby ordered and directed to cause such designation to be made on the official District Map of said City in its custody and to show the property herein described to be now zoned for CP-3 Planned Commercial District. Said District Map, previously incorporated by reference by Section 27-408 of the Code of Ordinances of Kansas City, Kansas, is hereby reincorporated as part of the Zoning Ordinance as amended.

Section 5. This ordinance shall be in full force and effect from and after its passage, approval and publication in the Wyandotte Echo.

PASSED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS _____
DAY OF _____, 2019.

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY,
KANSAS

BY: _____
DAVID ALVEY
MAYOR/CHIEF EXECUTIVE OFFICER

ATTEST:

UNIFIED GOVERNMENT CLERK

(First published _____)

#3191

ORDINANCE NO. _____

AN ORDINANCE rezoning property hereinafter described located at approximately 2718 North 119th Street in Kansas City, Kansas, by changing the same from its present zoning of AG Agriculture (WYCO) District to A-G Agriculture (City) District.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF
THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY,
KANSAS, AS FOLLOWS:

Section 1. It is hereby found and determined that a petition was filed on March 29, 2019, by the owners of property to have the zoning of said property changed from its present zoning of AG Agriculture (WYCO) District to A-G Agriculture (City) District.

It is likewise found and determined that the Planning Commission published notice, mailed notices, held public hearing(s), prepared recommendations and followed the procedures provided by law.

Section 2. In compliance with recommendations of the Planning Commission, it is hereby ordained that the zoning of the following described property:

A TRACT OF LAND IN THE WEST 1/2 OF SECTION 33, TOWNSHIP 10 SOUTH, RANGE 24 EAST OF THE 6TH P.M. IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID WEST 1/2; THENCE S01°48'12"E, ALONG THE EAST LINE OF SAID WEST 1/2, A DISTANCE OF 2055.52 FEET; THENCE S87°53'08"W, A DISTANCE OF 20.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF N 119TH STREET AS IT NOW EXISTS, ALSO KNOW TO BE THE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT; THENCE S01°48'12"E, A DISTANCE OF 594.00 FEET; THENCE S87°53'08"W, A DISTANCE OF 1302.17 FEET TO A POINT ON THE CENTERLINE OF SAID WEST 1/2; THENCE N01°48'55"W, ALONG SAID CENTERLINE, A DISTANCE OF 594.00 FEET; THENCE N87°53'08"E, A DISTANCE OF 1302.30 FEET TO THE POINT OF BEGINNING. CONTAINS 773,515.21 SQ FT MORE OR LESS

OR 17.76 ACRES, located at approximately 2718 North 119th Street,
Kansas City, Kansas,

be changed from its present zoning of AG Agriculture (WYCO) District to A-G
Agriculture (City) District as defined by the Zoning Ordinances of Kansas City,
Kansas.

Section 3. The Urban Planning and Land Use Department of Kansas City,
Kansas, is hereby ordered and directed to cause such designation to be made on
the official District Map of said City in its custody and to show the property herein
described to be now zoned for A-G Agriculture (City) District. Said District Map,
previously incorporated by reference by Section 27-408 of the Code of
Ordinances of Kansas City, Kansas, is hereby reincorporated as part of the
Zoning Ordinance as amended.

Section 4. This ordinance shall be in full force and effect from and after its
passage, approval and publication in the Wyandotte Echo.

PASSED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS _____
DAY OF _____, 2019.

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY,
KANSAS

BY: _____
DAVID ALVEY
MAYOR/CHIEF EXECUTIVE OFFICER

ATTEST:

UNIFIED GOVERNMENT CLERK



Urban Planning and Land Use

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

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

To: Unified Government Board of Commissioners

From: City Staff

Date: August 29, 2019

Re: **Change of Zone Petition #3201 and Master Plan Amendment #MP-2019-5**

GENERAL INFORMATION

Applicant:
Michael Osbourn

Status of Applicant:
Representative
Kaw Valley Engineering
14700 West 114th Terrace
Lenexa, Kansas 66125

Requested Actions:
Change of Zone from R-1(B) Single Family District to RP-2(B) Planned Two-Family District.



Master Plan Amendment from Public/Semi-Public (City-Wide Master Plan) to Medium Density Residential (City-Wide Master Plan)

Date of Application:
June 28, 2019

Purpose: To change the zoning district from R-1(B) Single Family District to R-2(B) Two Family District and amend the City-Wide Master Plan Land Use designation in

order to develop 12, two-family residences on the vacant property, for a total of 24 residential units.

Property Location: 3301 Parallel Parkway/3301 Garfield Avenue

Commission Districts:

1. Commissioner At Large: Melissa Bynum
2. District Commissioner: Gayle Townsend

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

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

Existing Uses: North:	School campus
South:	Single family residences
East:	Seventh Day Adventist Youth Development Center; Single family residences
West:	Single family residences

Total Tract Size: 4.36 acres

Master Plan Designation: The City-Wide Master Plan designates this property as Public/Semi-Public.

Major Street Plan: The City-Wide Master Plan designates Garfield Avenue, North 35th Street, and North 36th Street as local/neighborhood streets.

Advertisement: The Wyandotte Echo – Change of Zone/Master Plan Amendment - July 18, 2019
Letters to Property Owners – Change of Zone - July 11, 2019 and August 20, 2019; Plat - July 11, 2019 and Master Plan Amendment – July 11, 2019 and August 20, 2019

Public Hearings: August 12, 2019 and August 29, 2019

Public Opposition: There were three (3) people present in opposition at the August 12, 2019 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: Applicant, Michael Osbourn with Kaw Valley Engineering, has submitted a preliminary plat for twelve (12) residential (duplex) lots in a vacant area of the current Parcel #913003. The development of the duplexes will be in the western portion of the parcel, in roughly the southeast corner of North 36th Street and Garfield Avenue, and extending east along Garfield Avenue. In order for the Preliminary Plat to be compliant, applicant has also requested a Master Plan

Amendment of the City-Wide Master Plan land use designation for the property, from Public/Semi-Public to Medium Density Residential, and a Change of Zone from R-1(B) Single-Family District to R-2(B) Two-Family District.

City Ordinance Requirements: Article VI, Sections 27-210 – 27-216; Article VI, Sections 27-196 – 27-206

FACTORS TO BE CONSIDERED

1. Neighborhood character

The neighborhood is made of almost exclusively single-family residences, most of which rest on narrow lots. Central States Conference of the Seventh Day Adventists operate a large campus in the middle of the neighborhood, with houses bordering all sides of those properties. The neighborhood is abruptly cut off by Interstate 635 to the west.

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

All nearby properties are zoned R-1(B), and are used for either single-family housing or educational, religious, and youth development purposes. Two-family housing is compatible with the narrow single-family lots found in the rest of the neighborhood.

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

Removal of restrictions will not detrimentally affect nearby property. As mentioned above, the current density of the neighborhood will be similar to the density of the duplex housing development. If done correctly, the transition from the single-family residential areas to the two-family residential areas should be seamless.

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

According to staff's records, this portion of the parcel has never been developed.

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

Two-family housing in small quantities strikes a balance between creating greater density and addressing housing shortages while not drastically changing the nature of the neighborhood. In this way change can occur without the existing landowners seeing a decline in their property values.

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

Applicant is proposing adding 24 family units on the neighborhood. Six units will exit directly onto North 36th Street, while the other 18 units will be connected by a yet-to-be named street which will exit onto Garfield Avenue. Applicant may have to commission a traffic study.

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

This proposed use does not conform with the City-Wide Master Plan, which designates the property as Public/Semi-Public. A Master Plan Amendment has to change land use designation being requested in conjunction with the Change of Zone and Preliminary Plat.

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

Applicant must prevent substantial erosion caused by either the construction or positioning of the residences. The development is infilling previously vacant land in part of a larger, traditionally planned single-family neighborhood, so the addition of 24 residential units should not put a significant strain on systems or infrastructure.

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

a. *Water service*

Available

b. *Sanitary sewer service*

Available

c. *Storm water control*

Available

d. *Police*

Police service is provided by District #442

e. *Fire*

Fire service is provided by Fire District #14

f. Transit

Routes 106 and 107

g. Schools

USD 500

h. Streets

See item #6 above

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

Two-family housing is similar to single-family housing in architecture, aesthetics, density, land use, and neighborhood characteristics. The development in question will only be 12 duplexes (24 units) in a neighborhood that has hundreds of single-family units. There should not be much of an effect.

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

Applicant has requested a Change of Zone and Master Plan Amendment in order to ensure the development will meet applicable ordinances.

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

The proposed use will provide additional housing lots and will not impose a hardship on individual landowners.

13. The extent to which utilities and public services are available and adequate to serve the proposed amendment and the extent to which the environment would be impacted.

The proposed housing development is adding onto and filling in a traditional neighborhood, one in which utilities and public services such as police, fire, and public transportation have already been established. The environmental impact will be minimal; in fact it will likely be less per capita than the surrounding single-family neighborhood.

14. The difference between the existing and proposed Master Plan.

The existing land use designation for the property in the City-Wide Master Plan is Public/Semi-Public. This was consistent with the current use of the property, as an undeveloped portion of the parcel that held a youth development center. The amendment proposes a change of the land use designation to Medium Density Residential, which is not only appropriate for the duplex housing development but

is also the same designation as the surrounding neighborhood. This plan is in line with the goals and objectives of the City-Wide Master Plan.

15. Analysis of the impact on surrounding properties.

The intent is to use implementation of this plan to protect residential areas and foster new and redevelopment to revitalize the corridor in a healthy, safe and prosperous way.

16. Estimate the future costs and revenues to the Unified Government and property owner and Market Impact.

Infrastructure to be added and maintained by the Unified Government include sewer mains, sidewalks, and possibly an additional street.

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

The housing development should be built to code with special attention on fire prevention, considering the residences are duplexes.

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

The proposed street appears to be sufficient, although it is unclear if it is a private or public street.

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

The current design appears sufficient in regards to these aspects.

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

The preliminary plat shows a development that appears to take into account the natural topography of the land.

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

The preliminary plat designates a small playground and pavilion.

PREVIOUS ACTIONS

N/A

NEIGHBORHOOD MEETING

Applicant held a neighborhood meeting at 7:00 PM on July 23, 2019 at the Grace Lutheran Church, 3333 Wood Avenue. The neighborhood meeting was held as part of the regularly scheduled Kensington Community Area Watch. There were around 30 neighbors in attendance. According to applicant's meeting minutes, there was a small but vocal minority opposed to the project expressing concerns over applicant's lack of communication with and respect shown to the local community.

KEY ISSUES

Development, design

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 6 to 1 to recommend **APPROVAL** of Master Plan Amendment #MP-2019-5, subject to the staff's revised comments.

The Planning Commission voted 7 to 0 to recommend **APPROVAL** of Change of Zone Application #3201, subject to:

Urban Planning and Land Use Comments:

1. Will the duplexes be operated as rentals or sold to individual owners? Who will the residences be marketed to?

Applicant Response: The properties will be operated as rental properties and marketed to citizens meeting age/income requirements.

2. Will there be a homeowner's association? Will any portion of the development be designated as public space or otherwise held by a third party (including the Central States Conference of Seventh Day Adventists)?

Applicant Response: There are no current plans for a homeowner's association or areas of public space.

3. Is the new road a private road or intended to be a public street to be maintained by the Unified Government? City policy is that streets built in a new development must connect to pre-existing streets. Staff suggest that the unnamed road be connected to Richmond Avenue or be designed with a future link to Richmond Avenue in mind.

Applicant Response: The new unnamed road is intended as a public road to be maintained by the Unified Government. Based on feedback from the

neighborhood meeting, it would be unfavorable with the people living on Richmond Avenue.

4. Design and architectural features of the residences should conform to the architectural characteristics of the surrounding neighborhood and follow urban planning best practices for community development.

Applicant Response: We concur.

5. Provide a landscape plan for the development.

Applicant Response: This does not appear to be requirement for the Preliminary Plat application and only a conditional requirement for Change of Zone as discussed in the pre-application meeting. We do not recall this item being discussed during our pre-application meeting.

Staff Response: Staff has spoken with applicant and Planning Department members in attendance of the DRC meeting before the preliminary plat was submitted. According to the DRC meeting minutes, a landscape plan was mentioned. Applicant has since submitted a landscape plan, which is an attachment of this report.

6. If more amenities than just the small playground and pavilion are available for residents on applicant's other properties or through the applicant's resources, provide a list and description of those amenities here.

Applicant Response: Not applicable for this project.

7. Satisfactorily respond to all comments from Public Works and the Fire Department.

Applicant Response: We concur.

8. Subject to approval, a \$50.00 ordinance publication fee must be submitted to the Urban Planning and Land Use Department following the Unified Government Board of Commissioners meeting.
9. New homes must have masonry to match picture on page 17 of the Planning Commission staff report.
10. Prior to plat being signed by Director of Planning or Chairman of City Planning Commission, the existing building must have a Certificate of Occupancy.
11. No parking on grass.

Public Works Comments:

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

1) None.

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

- 1) On the preliminary plat / plans, please include the following note: "All work in public easements and right-of-way and all erosion control work must comply with the latest edition of the Technical Provisions & Standard Drawings for Roads and Sewers, of the Unified Government of Wyandotte County/Kansas City, Kansas. If any of the general notes conflict with the Technical Provisions & Standard Drawings for Roads and Sewers, of the Unified Government of Wyandotte County/Kansas City, Kansas (the UG), the UG's standards shall override."
- 2) On the preliminary plat / plans, illustrate all proposed utility easements (sanitary sewer, storm sewer, and general utilities, etc.)
- 3) Provide a level 1 traffic impact study for the proposed subdivision in accordance with the UG Transportation Management Plan.
- 4) The proposed parking lot west of the cul-de-sac shall be separated by a valley gutter from the public right-of-way and shall be privately maintained. Further discussion with staff may be required.
- 5) For future reference, this project includes public street improvements. The public street improvement plans shall meet the UG standards and criteria and shall be a separate plan set with a separate cover sheet with applicable information, i.e., vicinity map, sheet index, benchmark, utility contacts, floodplain note, etc. The public street improvement plans shall include erosion control. This set of plans is not required at this time but will be required for final development plans.
- 6) Please schedule a meeting before resubmittal for final development plans to discuss the layout of the proposed storm sewer pipes within the proposed subdivision. Typically, storm infrastructure within the right -of-way is considered public infrastructure. In this case, the storm sewer within the right of way is collecting and conveying runoff from public streets and back of lots and discharging into a private detention pond. Although the runoff eventually discharges to the public storm sewer system, UG Public Works would like to discuss the proposed configuration considering runoff is detained in a private pond that will be privately maintained. Further discussion with staff is required.
- 7) For future reference, this project includes public storm sewer improvements. The public storm sewer improvement plans shall meet the UG standards and criteria and shall be a separate plan set with a separate cover sheet with applicable information, i.e., vicinity map, sheet index, benchmark, utility contacts, floodplain note, etc. The public storm sewer improvement plans shall include erosion control. This set of plans is not required at this time but will be required for final development plans.
- 8) All public storm sewers will need to be in an easement meeting the UG standards and criteria (minimum of 15' wide or the depth of the sewer, whichever is greater).
- 9) The UG adopted a stormwater treatment ordinance in May of 2010, and if the development site disturbs an acre or more, plans must be in accordance with the August 2009 second edition of the MARC Manual of Best Management Practices for Stormwater Quality. In this regard, please revise the Storm Drainage Study to address post construction stormwater quality BMPs. Further discussion with staff may be required.

- 10) The County Surveyor makes separate technical review of the plat documents and submits comments directly to the preparer of the plat. Provide revised plat documents in accordance with County Surveyor comments.
 - 11) Final development plans / plat will have to be approved before going to planning commission with approval to obtain permits. This will include final engineering, calculations, and complete drawings with construction notes and details. The Final Development Plans/Plat must meet the requirements of UG standards and criteria. Only preliminary drawings and studies are required at this time.
- A) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
- 1) None

Fire Department Comments:

- 1) Compliance with the International Building Code -2012 Edition

Applicant Response: We concur.

- 2) Compliance with the International Fire Code – 2012 Edition

Applicant Response: We concur.

- 3) Compliance with current NFPA 101® Life Safety Code

Applicant Response: We concur.

- 4) Compliance with existing fire codes, all applicable City ordinances, State rules and regulations

Applicant Response: We concur.

* Code compliant 90' diameter turn around for dead end street over 150' per IFC D103.4, 2012 IFC.

Applicant Response: The current cul-de-sac at the end of our unnamed road, meets this requirement.

* Submit detailed dimensioned street paving plans, including hydrant locations, for review.

- Roads 20 to 26 feet wide (curb face to curb face) - posted NO on street parking either side

- Roads 26 to 32 feet wide (curb face to curb face) - on street parking on one side

- Roads over 32 feet wide (curb face to curb face) - on street parking allowed both sides

Applicant Response: The attached revised preliminary site plan shows proposed hydrant locations at the southeast corner of Garfield Ave. and Unnamed Rd. and at the south side of the cul-de-sac. In addition, the pavement width is shown at 27 ft (curb face to curb face) which will provide on-street parking on one side of the Unnamed Rd.

Geospatial Services Comments

We find that the plat is: Presently unacceptable for posting.
Please note the following comments.

1) Preliminary- The plat is preliminary.

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of #MP-2019-5 and COZ #3201 subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

August 12, 2019 City Planning Commission Minutes
Rendering of Development Plan Overlay
Current Neighborhood Zoning Districts
Preliminary Development Plan with Landscaping
Neighborhood Meeting Minutes, July 23, 2019
Neighborhood Meeting Handout

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>Board of Commissioners</u>
Public Hearing Rezoning	August 12, 2019 Approval	August 29, 2019
Master Plan Amendment	August 12, 2019 Approval	August 29, 2019

STAFF CONTACT: **Mike Farley**
 mfarley@wycokck.org

MOTIONS

Master Plan Amendment

I move the Unified Government Board of Commissioners **APPROVE** Petition #MP-2019-5, as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

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

OR

I move the Unified Government Board of Commissioners **DENY** Petition #MP-2019-5, as it is not in compliance with the City Ordinances and as it will not promote the health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

Change of Zone Petition

I move the Unified Government Board of Commissioners **APPROVE** Petition 3201 as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

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

OR

I move the Unified Government Board of Commissioners **DENY** Petition 3201 as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

August 12, 2019 City Planning Commission Minutes:

Hearing Starts At 17:05:

MASTER PLAN AMENDMENT #MP-2019-5 – MICHAEL OSBOURN WITH KAW VALLEY ENGINEERING – SYNOPSIS: Master Plan Amendment from Public/Semi Public to Urban Residential (City-Wide Master Plan) at 3301 Garfield Avenue

CHANGE OF ZONE APPLICATION #3201 – MICHAEL OSBOURN WITH KAW VALLEY ENGINEERING – SYNOPSIS: Change of Zone from R-1(B) Single Family District to RP-2(B) Two Family District for a residential duplex subdivision at 3301 Garfield Avenue.

SEVENTH DAY ADVENTIST HOUSING – SYNOPSIS: Preliminary Plat at 3301 Garfield Avenue

Detailed Outline of Requested Action: Applicant, Michael Osbourn with Kaw Valley Engineering, has submitted a preliminary plat for twelve (12) residential (duplex) lots in a vacant area of the current Parcel #913003. The development of the duplexes will be in the western portion of the parcel, in roughly the southeast corner of North 36th Street and Garfield Avenue, and extending east along Garfield Avenue. In order for the Preliminary Plat to be compliant, applicant has also requested a Master Plan Amendment of the City-Wide Master Plan land use designation for the property, from Public/Semi-Public to Medium Density Residential, and a Change of Zone from R-1(B) Single-Family District to R-2(B) Two-Family District.

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

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated August 12, 2019
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The Notice in the Wyandotte Echo dated July 18, 2019 for the Master Plan Amendment and Change of Zone;
7. The Notices to property owners dated July 11, 2019.

Recording Secretary Parker asked if the Commission had any contact to disclose on this application. Planning Commissioner Jones stated that she communicated with Commissioner Townsend regarding a concern from a constituent regarding this request.

Present in Support:

- ❖ Michael Osbourn, applicant, Kaw Valley Engineering, 14700 West 114th Terrace, Lenexa, Kansas 66125, representing Central States Conference of Seventh Day Adventists
- ❖ David Osborne, 3310 Southwest Harrison, Topeka, Kansas
- ❖ Bill Caton, part of the development team

Deputy Chief Counsel Waters stated that he would like to remind the Commission that the use of Federal or State Tax Credits or the income of individuals that reside on the property are not proper factors for the Commission to take into account. When deciding on a recommendation for this application the Planning Commission should evaluate it based on the normal Golden Factors and the criteria set forth in the Unified Government Code. Any statements made by supporters or opponents based on the financing involved or income of the residents should not be considered by the Commission in their decision.

Present in Opposition:

- ❖ Miekaile Turner, 3313 Richmond Avenue, Kansas City, Kansas
- ❖ Nena Turner, 3313 Richmond Avenue, Kansas City, Kansas (Tape Stopped at 42:18 – during Ms. Turner's comments and the answering of questions by the applicant's representative and staff recommendation)
- ❖ Martin Orozco, 3325 Richmond Avenue, Kansas City, Kansas

Staff Recommendation Starts: Planning Director Richardson stated that staff recommends approval with the following additional stipulations:

9. New homes must have masonry to match picture on page 17 of the Planning Commission staff report.
10. Prior to plat being signed by Director of Planning or Chairman of City Planning Commission, the existing building must have a Certificate of Occupancy.
11. No parking on grass.

Tape 2 starts with questions from the Planning Commission

Motion and Vote Starts 1:00 (Tape 2):

On motion by Dr. Serda, seconded by Mr. Reasons, the Planning Commission voted as follows to **recommend APPROVAL of Master Plan Amendment #MP-2019-5 subject to staff's revised stipulations:**

Carson	Chairman
Ernst	Aye
Huey	Aye
Jones	Aye
Miller	No
Pauley	Aye
Reasons	Aye
Serda	Aye
Cho	Not Present
Connelly	Not Present
Neal	Not Present

Motion to recommend APPROVAL Passed: 6 to 1

On motion by Dr. Serda, seconded by Ms. Huey, the Planning Commission voted as follows to **recommend APPROVAL of Change of Zone Application #3200:**

Carson	Chairman
--------	----------

Ernst	Aye
Huey	Aye
Jones	Aye
Miller	Aye
Pauley	Aye
Reasons	Aye
Serda	Aye
Cho	Not Present
Connelly	Not Present
Neal	Not Present

Motion to recommend APPROVAL Passed: 7 to 0
Subject to:

Urban Planning and Land Use Comments:

1. Will the duplexes be operated as rentals or sold to individual owners? Who will the residences be marketed to?

Applicant Response: The properties will be operated as rental properties and marketed to citizens meeting age/income requirements.

2. Will there be a homeowner's association? Will any portion of the development be designated as public space or otherwise held by a third party (including the Central States Conference of Seventh Day Adventists)?

Applicant Response: There are no current plans for a homeowner's association or areas of public space.

3. Is the new road a private road or intended to be a public street to be maintained by the Unified Government? City policy is that streets built in a new development must connect to pre-existing streets. Staff suggest that the unnamed road be connected to Richmond Avenue or be designed with a future link to Richmond Avenue in mind.

Applicant Response: The new unnamed road is intended as a public road to be maintained by the Unified Government. Based on feedback from the neighborhood meeting, it would be unfavorable with the people living on Richmond Avenue.

4. Design and architectural features of the residences should conform to the architectural characteristics of the surrounding neighborhood and follow urban planning best practices for community development.

Applicant Response: We concur.

5. Provide a landscape plan for the development.

Applicant Response: This does not appear to be requirement for the Preliminary Plat application and only a conditional requirement for Change

of Zone as discussed in the pre-application meeting. We do not recall this item being discussed during our pre-application meeting.

Staff Response: Staff has spoken with applicant and Planning Department members in attendance of the DRC meeting before the preliminary plat was submitted. According to the DRC meeting minutes, a landscape plan was mentioned. Applicant has since submitted a landscape plan, which is an attachment of this report.

6. If more amenities than just the small playground and pavilion are available for residents on applicant's other properties or through the applicant's resources, provide a list and description of those amenities here.

Applicant Response: Not applicable for this project.

7. Satisfactorily respond to all comments from Public Works and the Fire Department.

Applicant Response: We concur.

8. Subject to approval, a \$50.00 ordinance publication fee must be submitted to the Urban Planning and Land Use Department following the Unified Government Board of Commissioners meeting.
9. New homes must have masonry to match picture on page 17 of the Planning Commission staff report.
10. Prior to plat being signed by Director of Planning or Chairman of City Planning Commission, the existing building must have a Certificate of Occupancy.
11. No parking on grass.

Public Works Comments:

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
 - 1) None.
- B) Items that are conditions of approval (stipulations):
 - 1) On the preliminary plat / plans, please include the following note: "All work in public easements and right-of-way and all erosion control work must comply with the latest edition of the Technical Provisions & Standard Drawings for Roads and Sewers, of the Unified Government of Wyandotte County/Kansas City, Kansas. If any of the general notes conflict with the Technical Provisions & Standard Drawings for Roads and Sewers, of the Unified Government of Wyandotte County/Kansas City, Kansas (the UG), the UG's standards shall override."
 - 2) On the preliminary plat / plans, illustrate all proposed utility easements (sanitary sewer, storm sewer, and general utilities, etc.)
 - 3) Provide a level 1 traffic impact study for the proposed subdivision in accordance with the UG Transportation Management Plan.

- 4) The proposed parking lot west of the cul-de-sac shall be separated by a valley gutter from the public right-of-way and shall be privately maintained. Further discussion with staff may be required.
 - 5) For future reference, this project includes public street improvements. The public street improvement plans shall meet the UG standards and criteria and shall be a separate plan set with a separate cover sheet with applicable information, i.e., vicinity map, sheet index, benchmark, utility contacts, floodplain note, etc. The public street improvement plans shall include erosion control. This set of plans is not required at this time but will be required for final development plans.
 - 6) Please schedule a meeting before resubmittal for final development plans to discuss the layout of the proposed storm sewer pipes within the proposed subdivision. Typically, storm infrastructure within the right -of-way is considered public infrastructure. In this case, the storm sewer within the right of way is collecting and conveying runoff from public streets and back of lots and discharging into a private detention pond. Although the runoff eventually discharges to the public storm sewer system, UG Public Works would like to discuss the proposed configuration considering runoff is detained in a private pond that will be privately maintained. Further discussion with staff is required.
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 - 8) All public storm sewers will need to be in an easement meeting the UG standards and criteria (minimum of 15' wide or the depth of the sewer, whichever is greater).
 - 9) The UG adopted a stormwater treatment ordinance in May of 2010, and if the development site disturbs an acre or more, plans must be in accordance with the August 2009 second edition of the MARC Manual of Best Management Practices for Stormwater Quality. In this regard, please revise the Storm Drainage Study to address post construction stormwater quality BMPs. Further discussion with staff may be required.
 - 10) The County Surveyor makes separate technical review of the plat documents and submits comments directly to the preparer of the plat. Provide revised plat documents in accordance with County Surveyor comments.
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- B) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
- 1) None

Fire Department Comments:

1) Compliance with the International Building Code -2012 Edition

Applicant Response: We concur.

2) Compliance with the International Fire Code – 2012 Edition

Applicant Response: We concur.

3) Compliance with current NFPA 101® Life Safety Code

Applicant Response: We concur.

4) Compliance with existing fire codes, all applicable City ordinances, State rules and regulations

Applicant Response: We concur.

* Code compliant 90' diameter turn around for dead end street over 150' per IFC D103.4, 2012 IFC.

Applicant Response: The current cul-de-sac at the end of our unnamed road, meets this requirement.

* Submit detailed dimensioned street paving plans, including hydrant locations, for review.

- Roads 20 to 26 feet wide (curb face to curb face) - posted NO on street parking either side

- Roads 26 to 32 feet wide (curb face to curb face) - on street parking on one side

- Roads over 32 feet wide (curb face to curb face) - on street parking allowed both sides

Applicant Response: The attached revised preliminary site plan shows proposed hydrant locations at the southeast corner of Garfield Ave. and Unnamed Rd. and at the south side of the cul-de-sac. In addition, the pavement width is shown at 27 ft (curb face to curb face) which will provide on-street parking on one side of the Unnamed Rd.

Geospatial Services Comments

We find that the plat is: Presently unacceptable for posting.
Please note the following comments.

1) Preliminary- The plat is preliminary.

On motion by Dr. Serda, seconded by Mr. Reasons, the Planning Commission voted as follows to **APPROVE Seventh Day Adventist Housing Preliminary Plat subject to the staff revised stipulations above:**

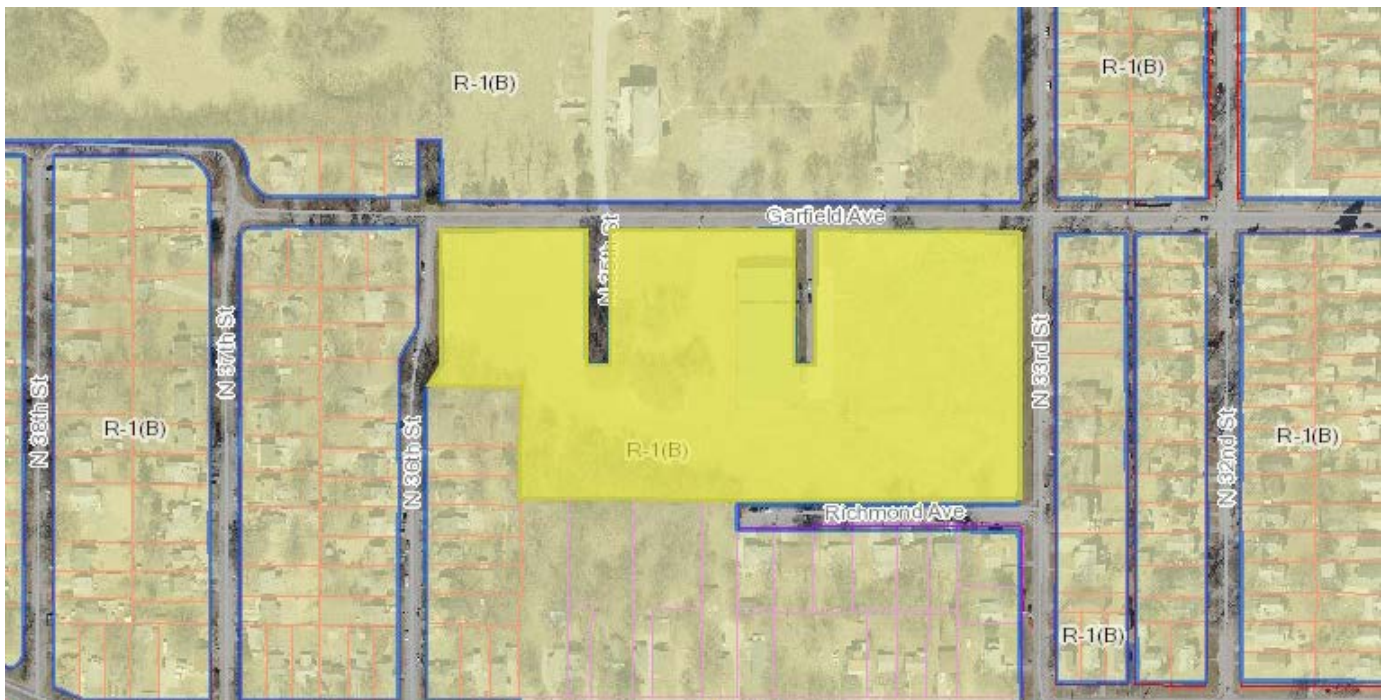
Carson	Chairman
Ernst	Aye
Huey	Aye
Jones	Aye
Miller	No
Pauley	Aye
Reasons	Aye
Serda	Aye
Cho	Not Present
Connelly	Not Present
Neal	Not Present

Motion to APPROVE Passed: 6 to 1

RENDERING OF DEVELOPMENT PLAN OVERLAY



CURRENT NEIGHBORHOOD ZONING DISTRICTS



PRELIMINARY DEVELOPMENT PLAN WITH LANDSCAPING



Application # CZ-19401-00023

Unofficial excerpts from the regularly scheduled meeting of Kensington Community Area Watch held July 23, 2019 starting at 7:00 PM at Grace Lutheran Church, 3333 Wood Ave. KCKS.

Agenda Item # 1: Zoning Change for 36th & Garfield

Ms. Donnie Thomas introduced Mr. Dwayne Williams to present the agenda item. Mr. Williams provided a short overview of the proposed housing project and introduced members of the development team:

Mr. Bill Caton of WindyRidge Developments, LLC (developer)

Mr. David Osborne, General Contractor for the proposed housing project (absent)

Rev. Cryston Josiah, Rev. Roger Bernard and Ms. Tonya Anderson representing the Central States Conference of 7th Day Adventists (Owner)

Mr. Chris Crowder and Mr. Michael Osborne representing Kaw Valley Engineering

Mr. Craig Watson, Architect for the proposed housing project (absent)

Mr. Williams then introduced Mr. Caton who provided a more detailed overview that was presented on a handout providing, pictures, site plan, floor plan, LIHCT income limits, proposed rents and target tenants, project timeline and contact information.

The floor was then opened for questions and/or comments.

Ms. Mekaile Turner (3313 Richmond Ave.) asked why the neighborhood is just finding out about the development now and not having an opportunity to have input and voiced her disappointment about lack of communication. Mr. Williams tried to explain that the development was not viable until mid-May 2019 when it was awarded the tax credits and secured the financing. He also indicated the development team had been in contact with the neighborhood watch president in the past with information about the development. His answer was not received well by Ms. Turner and a lengthy discussion between Ms. Turner and Mr. Williams regarding the perceived lack of respect the development team had for the neighborhood with Mr. Williams apologizing for the lack of communication. There was no resolution to this discussion.

Ms. Lettie Lampkin (3317 Richmond Ave.) voiced concerns that this type of development would attract unwanted and undesirable tenants to the neighborhood and that there would be no control or screening as to the type of tenants in the development. Ms. Lampkin indicated that she was worried about the presence of drugs, crime, increased traffic and general lack of control of tenant selection and future upkeep and appearance of the

development. She also criticized the Central States Conference for not being an active participant in the neighborhood and having a gate on the entrance to their facilities. Ms. Lampkin also told Mr. Williams that even though he grew up in close proximity to the neighborhood and his mother still lives in the same house, he does not represent the neighborhood since he now lives in Missouri and expressed concern that Mr. Williams doesn't care about the neighborhood and not to act like he does. Mr. Josiah rebutted her concerns about the Conference, citing their youth building was open to the public at certain times, other churches and organizations have access to the building and that many of the students at their private school come from the neighborhood. Additionally, Mr. Josiah stated that the purpose of this development was a significant Conference investment in the neighborhood. He also stated that a representative from the Conference would make every attempt to attend the neighborhood watch meetings in the future and promote their involvement in the community. Mr. Williams and Mr. Caton explained the tenant screening process and the amount of oversight the development would be under from the State, investor and the Conference and be managed by a local, professional property manager. Lengthy discussion followed with no resolution.

Ms. Patricia (Adams) Bentley (3321 Richmond Ave.) presented her concerns about the development citing crime, undesirable tenants, noise, and drugs. Mr. Williams attempted to respond to her concerns. After lengthy conversation, the discussion concluded without resolution and Ms. Bentley stating, "We don't want this!"

After an hour and 15 minutes of discussion, Ms. Thomas terminated further discussion and indicated that members of the development team would be available after adjournment to answer questions and concerns and moved on to other business.

NOTE: Development team members did stay after the meeting to address any issues. To my knowledge, there was little additional discussion beyond what was mentioned above. In a phone conversation the next day, Ms. Thomas indicated that she and most of the local attendees of the meeting were in favor of the development.

A handwritten signature in black ink, appearing to read "Bill Caton", written over a horizontal line.

Bill Caton

WindyRidge Developments, LLC (developer)

NEIGHBORHOOD MEETING HANDOUT

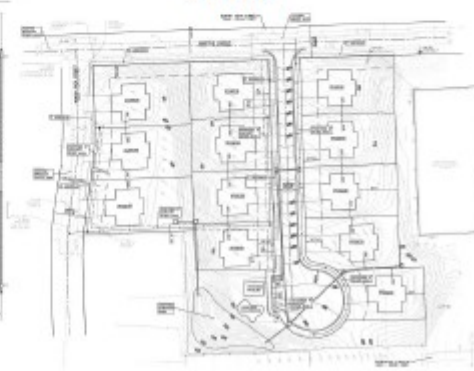
7th Day Senior Housing

24 Senior Affordable Apartments (12 Duplexes)
36th & Garfield
Kansas City, Kansas



Floor Plan

Site Plan



Annual Income Ranges

Single Tenant - \$25,840 to \$46,350

Two Tenants - \$25,840 to \$52,550

Monthly Rents

Less than 50% of Area Median Income

1 person - \$28,950 2 person - \$33,100 (maximum)

\$525 plus electric

Greater than 50% of Area Median Income

1 person - \$34,740 2 person - \$39,720 (maximum)

(4 tenants may have income over these limits)

\$640 plus electric

(electric service estimated at \$121 per month)

Amenities

Rent includes all maintenance; water sewer and trash services

Lawn service and snow removal

Energy efficient construction

All Energy Star appliances, including washer and dryer

ADA Compliant and Handicapped Adaptable

Single car attached garage

Above-ground storm shelter in each unit

Park area with gazebo, benches and picnic table

Multiple social services offered through property manager

Timeline

Start Construction – Late Fall, 2019

Pre-leasing – Spring, 2020

Construction completed/Lease-up – Summer 2020

Questions/Comments

Bill Caton – 785-221-4971 (developer)

David Osborne – 785-862-2100 (builder)

Cryston Josiah – 913-371-1071 (Central States)



Urban Planning and Land Use

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

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

To: Unified Government Board of Commissioners

From: City Staff

Date: August 29, 2019

Re: **Change of Zone Petition #3201 and Master Plan Amendment #MP-2019-5**

GENERAL INFORMATION

Applicant:
Michael Osbourn

Status of Applicant:
Representative
Kaw Valley Engineering
14700 West 114th Terrace
Lenexa, Kansas 66125

Requested Actions:
Change of Zone from R-1(B) Single Family District to RP-2(B) Planned Two-Family District.



Master Plan Amendment from Public/Semi-Public (City-Wide Master Plan) to Medium Density Residential (City-Wide Master Plan)

Date of Application:
June 28, 2019

Purpose: To change the zoning district from R-1(B) Single Family District to R-2(B) Two Family District and amend the City-Wide Master Plan Land Use designation in

order to develop 12, two-family residences on the vacant property, for a total of 24 residential units.

Property Location: 3301 Parallel Parkway/3301 Garfield Avenue

Commission Districts:

1. Commissioner At Large: Melissa Bynum
2. District Commissioner: Gayle Townsend

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

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

Existing Uses:	North:	School campus
	South:	Single family residences
	East:	Seventh Day Adventist Youth Development Center; Single family residences
	West:	Single family residences

Total Tract Size: 4.36 acres

Master Plan Designation: The City-Wide Master Plan designates this property as Public/Semi-Public.

Major Street Plan: The City-Wide Master Plan designates Garfield Avenue, North 35th Street, and North 36th Street as local/neighborhood streets.

Advertisement: The Wyandotte Echo – Change of Zone/Master Plan Amendment - July 18, 2019
Letters to Property Owners – Change of Zone - July 11, 2019 and August 20, 2019; Plat - July 11, 2019 and Master Plan Amendment – July 11, 2019 and August 20, 2019

Public Hearings: August 12, 2019 and August 29, 2019

Public Opposition: There were three (3) people present in opposition at the August 12, 2019 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: Applicant, Michael Osbourn with Kaw Valley Engineering, has submitted a preliminary plat for twelve (12) residential (duplex) lots in a vacant area of the current Parcel #913003. The development of the duplexes will be in the western portion of the parcel, in roughly the southeast corner of North 36th Street and Garfield Avenue, and extending east along Garfield Avenue. In order for the Preliminary Plat to be compliant, applicant has also requested a Master Plan

Amendment of the City-Wide Master Plan land use designation for the property, from Public/Semi-Public to Medium Density Residential, and a Change of Zone from R-1(B) Single-Family District to R-2(B) Two-Family District.

City Ordinance Requirements: Article VI, Sections 27-210 – 27-216; Article VI, Sections 27-196 – 27-206

FACTORS TO BE CONSIDERED

1. Neighborhood character

The neighborhood is made of almost exclusively single-family residences, most of which rest on narrow lots. Central States Conference of the Seventh Day Adventists operate a large campus in the middle of the neighborhood, with houses bordering all sides of those properties. The neighborhood is abruptly cut off by Interstate 635 to the west.

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

All nearby properties are zoned R-1(B), and are used for either single-family housing or educational, religious, and youth development purposes. Two-family housing is compatible with the narrow single-family lots found in the rest of the neighborhood.

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

Removal of restrictions will not detrimentally affect nearby property. As mentioned above, the current density of the neighborhood will be similar to the density of the duplex housing development. If done correctly, the transition from the single-family residential areas to the two-family residential areas should be seamless.

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

According to staff's records, this portion of the parcel has never been developed.

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

Two-family housing in small quantities strikes a balance between creating greater density and addressing housing shortages while not drastically changing the nature of the neighborhood. In this way change can occur without the existing landowners seeing a decline in their property values.

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

Applicant is proposing adding 24 family units on the neighborhood. Six units will exit directly onto North 36th Street, while the other 18 units will be connected by a yet-to-be named street which will exit onto Garfield Avenue. Applicant may have to commission a traffic study.

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

This proposed use does not conform with the City-Wide Master Plan, which designates the property as Public/Semi-Public. A Master Plan Amendment has to change land use designation being requested in conjunction with the Change of Zone and Preliminary Plat.

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

Applicant must prevent substantial erosion caused by either the construction or positioning of the residences. The development is infilling previously vacant land in part of a larger, traditionally planned single-family neighborhood, so the addition of 24 residential units should not put a significant strain on systems or infrastructure.

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

a. *Water service*

Available

b. *Sanitary sewer service*

Available

c. *Storm water control*

Available

d. *Police*

Police service is provided by District #442

e. *Fire*

Fire service is provided by Fire District #14

f. Transit

Routes 106 and 107

g. Schools

USD 500

h. Streets

See item #6 above

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

Two-family housing is similar to single-family housing in architecture, aesthetics, density, land use, and neighborhood characteristics. The development in question will only be 12 duplexes (24 units) in a neighborhood that has hundreds of single-family units. There should not be much of an effect.

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

Applicant has requested a Change of Zone and Master Plan Amendment in order to ensure the development will meet applicable ordinances.

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

The proposed use will provide additional housing lots and will not impose a hardship on individual landowners.

13. The extent to which utilities and public services are available and adequate to serve the proposed amendment and the extent to which the environment would be impacted.

The proposed housing development is adding onto and filling in a traditional neighborhood, one in which utilities and public services such as police, fire, and public transportation have already been established. The environmental impact will be minimal; in fact it will likely be less per capita than the surrounding single-family neighborhood.

14. The difference between the existing and proposed Master Plan.

The existing land use designation for the property in the City-Wide Master Plan is Public/Semi-Public. This was consistent with the current use of the property, as an undeveloped portion of the parcel that held a youth development center. The amendment proposes a change of the land use designation to Medium Density Residential, which is not only appropriate for the duplex housing development but

is also the same designation as the surrounding neighborhood. This plan is in line with the goals and objectives of the City-Wide Master Plan.

15. Analysis of the impact on surrounding properties.

The intent is to use implementation of this plan to protect residential areas and foster new and redevelopment to revitalize the corridor in a healthy, safe and prosperous way.

16. Estimate the future costs and revenues to the Unified Government and property owner and Market Impact.

Infrastructure to be added and maintained by the Unified Government include sewer mains, sidewalks, and possibly an additional street.

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

The housing development should be built to code with special attention on fire prevention, considering the residences are duplexes.

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

The proposed street appears to be sufficient, although it is unclear if it is a private or public street.

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

The current design appears sufficient in regards to these aspects.

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

The preliminary plat shows a development that appears to take into account the natural topography of the land.

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

The preliminary plat designates a small playground and pavilion.

PREVIOUS ACTIONS

N/A

NEIGHBORHOOD MEETING

Applicant held a neighborhood meeting at 7:00 PM on July 23, 2019 at the Grace Lutheran Church, 3333 Wood Avenue. The neighborhood meeting was held as part of the regularly scheduled Kensington Community Area Watch. There were around 30 neighbors in attendance. According to applicant's meeting minutes, there was a small but vocal minority opposed to the project expressing concerns over applicant's lack of communication with and respect shown to the local community.

KEY ISSUES

Development, design

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 6 to 1 to recommend **APPROVAL** of Master Plan Amendment #MP-2019-5, subject to the staff's revised comments.

The Planning Commission voted 7 to 0 to recommend **APPROVAL** of Change of Zone Application #3201, subject to:

Urban Planning and Land Use Comments:

1. Will the duplexes be operated as rentals or sold to individual owners? Who will the residences be marketed to?

Applicant Response: The properties will be operated as rental properties and marketed to citizens meeting age/income requirements.

2. Will there be a homeowner's association? Will any portion of the development be designated as public space or otherwise held by a third party (including the Central States Conference of Seventh Day Adventists)?

Applicant Response: There are no current plans for a homeowner's association or areas of public space.

3. Is the new road a private road or intended to be a public street to be maintained by the Unified Government? City policy is that streets built in a new development must connect to pre-existing streets. Staff suggest that the unnamed road be connected to Richmond Avenue or be designed with a future link to Richmond Avenue in mind.

Applicant Response: The new unnamed road is intended as a public road to be maintained by the Unified Government. Based on feedback from the

neighborhood meeting, it would be unfavorable with the people living on Richmond Avenue.

4. Design and architectural features of the residences should conform to the architectural characteristics of the surrounding neighborhood and follow urban planning best practices for community development.

Applicant Response: We concur.

5. Provide a landscape plan for the development.

Applicant Response: This does not appear to be requirement for the Preliminary Plat application and only a conditional requirement for Change of Zone as discussed in the pre-application meeting. We do not recall this item being discussed during our pre-application meeting.

Staff Response: Staff has spoken with applicant and Planning Department members in attendance of the DRC meeting before the preliminary plat was submitted. According to the DRC meeting minutes, a landscape plan was mentioned. Applicant has since submitted a landscape plan, which is an attachment of this report.

6. If more amenities than just the small playground and pavilion are available for residents on applicant's other properties or through the applicant's resources, provide a list and description of those amenities here.

Applicant Response: Not applicable for this project.

7. Satisfactorily respond to all comments from Public Works and the Fire Department.

Applicant Response: We concur.

8. Subject to approval, a \$50.00 ordinance publication fee must be submitted to the Urban Planning and Land Use Department following the Unified Government Board of Commissioners meeting.
9. New homes must have masonry to match picture on page 17 of the Planning Commission staff report.
10. Prior to plat being signed by Director of Planning or Chairman of City Planning Commission, the existing building must have a Certificate of Occupancy.
11. No parking on grass.

Public Works Comments:

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

1) None.

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

- 1) On the preliminary plat / plans, please include the following note: "All work in public easements and right-of-way and all erosion control work must comply with the latest edition of the Technical Provisions & Standard Drawings for Roads and Sewers, of the Unified Government of Wyandotte County/Kansas City, Kansas. If any of the general notes conflict with the Technical Provisions & Standard Drawings for Roads and Sewers, of the Unified Government of Wyandotte County/Kansas City, Kansas (the UG), the UG's standards shall override."
- 2) On the preliminary plat / plans, illustrate all proposed utility easements (sanitary sewer, storm sewer, and general utilities, etc.)
- 3) Provide a level 1 traffic impact study for the proposed subdivision in accordance with the UG Transportation Management Plan.
- 4) The proposed parking lot west of the cul-de-sac shall be separated by a valley gutter from the public right-of-way and shall be privately maintained. Further discussion with staff may be required.
- 5) For future reference, this project includes public street improvements. The public street improvement plans shall meet the UG standards and criteria and shall be a separate plan set with a separate cover sheet with applicable information, i.e., vicinity map, sheet index, benchmark, utility contacts, floodplain note, etc. The public street improvement plans shall include erosion control. This set of plans is not required at this time but will be required for final development plans.
- 6) Please schedule a meeting before resubmittal for final development plans to discuss the layout of the proposed storm sewer pipes within the proposed subdivision. Typically, storm infrastructure within the right -of-way is considered public infrastructure. In this case, the storm sewer within the right of way is collecting and conveying runoff from public streets and back of lots and discharging into a private detention pond. Although the runoff eventually discharges to the public storm sewer system, UG Public Works would like to discuss the proposed configuration considering runoff is detained in a private pond that will be privately maintained. Further discussion with staff is required.
- 7) For future reference, this project includes public storm sewer improvements. The public storm sewer improvement plans shall meet the UG standards and criteria and shall be a separate plan set with a separate cover sheet with applicable information, i.e., vicinity map, sheet index, benchmark, utility contacts, floodplain note, etc. The public storm sewer improvement plans shall include erosion control. This set of plans is not required at this time but will be required for final development plans.
- 8) All public storm sewers will need to be in an easement meeting the UG standards and criteria (minimum of 15' wide or the depth of the sewer, whichever is greater).
- 9) The UG adopted a stormwater treatment ordinance in May of 2010, and if the development site disturbs an acre or more, plans must be in accordance with the August 2009 second edition of the MARC Manual of Best Management Practices for Stormwater Quality. In this regard, please revise the Storm Drainage Study to address post construction stormwater quality BMPs. Further discussion with staff may be required.

- 10) The County Surveyor makes separate technical review of the plat documents and submits comments directly to the preparer of the plat. Provide revised plat documents in accordance with County Surveyor comments.
 - 11) Final development plans / plat will have to be approved before going to planning commission with approval to obtain permits. This will include final engineering, calculations, and complete drawings with construction notes and details. The Final Development Plans/Plat must meet the requirements of UG standards and criteria. Only preliminary drawings and studies are required at this time.
- A) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
- 1) None

Fire Department Comments:

- 1) Compliance with the International Building Code -2012 Edition

Applicant Response: We concur.

- 2) Compliance with the International Fire Code – 2012 Edition

Applicant Response: We concur.

- 3) Compliance with current NFPA 101® Life Safety Code

Applicant Response: We concur.

- 4) Compliance with existing fire codes, all applicable City ordinances, State rules and regulations

Applicant Response: We concur.

* Code compliant 90' diameter turn around for dead end street over 150' per IFC D103.4, 2012 IFC.

Applicant Response: The current cul-de-sac at the end of our unnamed road, meets this requirement.

* Submit detailed dimensioned street paving plans, including hydrant locations, for review.

- Roads 20 to 26 feet wide (curb face to curb face) - posted NO on street parking either side

- Roads 26 to 32 feet wide (curb face to curb face) - on street parking on one side

- Roads over 32 feet wide (curb face to curb face) - on street parking allowed both sides

Applicant Response: The attached revised preliminary site plan shows proposed hydrant locations at the southeast corner of Garfield Ave. and Unnamed Rd. and at the south side of the cul-de-sac. In addition, the pavement width is shown at 27 ft (curb face to curb face) which will provide on-street parking on one side of the Unnamed Rd.

Geospatial Services Comments

We find that the plat is: Presently unacceptable for posting.
Please note the following comments.

1) Preliminary- The plat is preliminary.

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of #MP-2019-5 and COZ #3201 subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

August 12, 2019 City Planning Commission Minutes
Rendering of Development Plan Overlay
Current Neighborhood Zoning Districts
Preliminary Development Plan with Landscaping
Neighborhood Meeting Minutes, July 23, 2019
Neighborhood Meeting Handout

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>Board of Commissioners</u>
Public Hearing Rezoning	August 12, 2019 Approval	August 29, 2019
Master Plan Amendment	August 12, 2019 Approval	August 29, 2019

STAFF CONTACT: **Mike Farley**
 mfarley@wycokck.org

MOTIONS

Master Plan Amendment

I move the Unified Government Board of Commissioners **APPROVE** Petition #MP-2019-5, as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

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

OR

I move the Unified Government Board of Commissioners **DENY** Petition #MP-2019-5, as it is not in compliance with the City Ordinances and as it will not promote the health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

Change of Zone Petition

I move the Unified Government Board of Commissioners **APPROVE** Petition 3201 as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

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

OR

I move the Unified Government Board of Commissioners **DENY** Petition 3201 as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

August 12, 2019 City Planning Commission Minutes:

Hearing Starts At 17:05:

MASTER PLAN AMENDMENT #MP-2019-5 – MICHAEL OSBOURN WITH KAW VALLEY ENGINEERING – SYNOPSIS: Master Plan Amendment from Public/Semi Public to Urban Residential (City-Wide Master Plan) at 3301 Garfield Avenue

CHANGE OF ZONE APPLICATION #3201 – MICHAEL OSBOURN WITH KAW VALLEY ENGINEERING – SYNOPSIS: Change of Zone from R-1(B) Single Family District to RP-2(B) Two Family District for a residential duplex subdivision at 3301 Garfield Avenue.

SEVENTH DAY ADVENTIST HOUSING – SYNOPSIS: Preliminary Plat at 3301 Garfield Avenue

Detailed Outline of Requested Action: Applicant, Michael Osbourn with Kaw Valley Engineering, has submitted a preliminary plat for twelve (12) residential (duplex) lots in a vacant area of the current Parcel #913003. The development of the duplexes will be in the western portion of the parcel, in roughly the southeast corner of North 36th Street and Garfield Avenue, and extending east along Garfield Avenue. In order for the Preliminary Plat to be compliant, applicant has also requested a Master Plan Amendment of the City-Wide Master Plan land use designation for the property, from Public/Semi-Public to Medium Density Residential, and a Change of Zone from R-1(B) Single-Family District to R-2(B) Two-Family District.

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

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated August 12, 2019
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The Notice in the Wyandotte Echo dated July 18, 2019 for the Master Plan Amendment and Change of Zone;
7. The Notices to property owners dated July 11, 2019.

Recording Secretary Parker asked if the Commission had any contact to disclose on this application. Planning Commissioner Jones stated that she communicated with Commissioner Townsend regarding a concern from a constituent regarding this request.

Present in Support:

- ❖ Michael Osbourn, applicant, Kaw Valley Engineering, 14700 West 114th Terrace, Lenexa, Kansas 66125, representing Central States Conference of Seventh Day Adventists
- ❖ David Osborne, 3310 Southwest Harrison, Topeka, Kansas
- ❖ Bill Caton, part of the development team

Deputy Chief Counsel Waters stated that he would like to remind the Commission that the use of Federal or State Tax Credits or the income of individuals that reside on the property are not proper factors for the Commission to take into account. When deciding on a recommendation for this application the Planning Commission should evaluate it based on the normal Golden Factors and the criteria set forth in the Unified Government Code. Any statements made by supporters or opponents based on the financing involved or income of the residents should not be considered by the Commission in their decision.

Present in Opposition:

- ❖ Miekaile Turner, 3313 Richmond Avenue, Kansas City, Kansas
- ❖ Nena Turner, 3313 Richmond Avenue, Kansas City, Kansas (Tape Stopped at 42:18 – during Ms. Turner's comments and the answering of questions by the applicant's representative and staff recommendation)
- ❖ Martin Orozco, 3325 Richmond Avenue, Kansas City, Kansas

Staff Recommendation Starts: Planning Director Richardson stated that staff recommends approval with the following additional stipulations:

9. New homes must have masonry to match picture on page 17 of the Planning Commission staff report.
10. Prior to plat being signed by Director of Planning or Chairman of City Planning Commission, the existing building must have a Certificate of Occupancy.
11. No parking on grass.

Tape 2 starts with questions from the Planning Commission

Motion and Vote Starts 1:00 (Tape 2):

On motion by Dr. Serda, seconded by Mr. Reasons, the Planning Commission voted as follows to **recommend APPROVAL of Master Plan Amendment #MP-2019-5 subject to staff's revised stipulations:**

Carson	Chairman
Ernst	Aye
Huey	Aye
Jones	Aye
Miller	No
Pauley	Aye
Reasons	Aye
Serda	Aye
Cho	Not Present
Connelly	Not Present
Neal	Not Present

Motion to recommend APPROVAL Passed: 6 to 1

On motion by Dr. Serda, seconded by Ms. Huey, the Planning Commission voted as follows to **recommend APPROVAL of Change of Zone Application #3200:**

Carson	Chairman
---------------	-----------------

Ernst	Aye
Huey	Aye
Jones	Aye
Miller	Aye
Pauley	Aye
Reasons	Aye
Serda	Aye
Cho	Not Present
Connelly	Not Present
Neal	Not Present

Motion to recommend APPROVAL Passed: 7 to 0
Subject to:

Urban Planning and Land Use Comments:

1. Will the duplexes be operated as rentals or sold to individual owners? Who will the residences be marketed to?

Applicant Response: The properties will be operated as rental properties and marketed to citizens meeting age/income requirements.

2. Will there be a homeowner's association? Will any portion of the development be designated as public space or otherwise held by a third party (including the Central States Conference of Seventh Day Adventists)?

Applicant Response: There are no current plans for a homeowner's association or areas of public space.

3. Is the new road a private road or intended to be a public street to be maintained by the Unified Government? City policy is that streets built in a new development must connect to pre-existing streets. Staff suggest that the unnamed road be connected to Richmond Avenue or be designed with a future link to Richmond Avenue in mind.

Applicant Response: The new unnamed road is intended as a public road to be maintained by the Unified Government. Based on feedback from the neighborhood meeting, it would be unfavorable with the people living on Richmond Avenue.

4. Design and architectural features of the residences should conform to the architectural characteristics of the surrounding neighborhood and follow urban planning best practices for community development.

Applicant Response: We concur.

5. Provide a landscape plan for the development.

Applicant Response: This does not appear to be requirement for the Preliminary Plat application and only a conditional requirement for Change

of Zone as discussed in the pre-application meeting. We do not recall this item being discussed during our pre-application meeting.

Staff Response: Staff has spoken with applicant and Planning Department members in attendance of the DRC meeting before the preliminary plat was submitted. According to the DRC meeting minutes, a landscape plan was mentioned. Applicant has since submitted a landscape plan, which is an attachment of this report.

6. If more amenities than just the small playground and pavilion are available for residents on applicant's other properties or through the applicant's resources, provide a list and description of those amenities here.

Applicant Response: Not applicable for this project.

7. Satisfactorily respond to all comments from Public Works and the Fire Department.

Applicant Response: We concur.

8. Subject to approval, a \$50.00 ordinance publication fee must be submitted to the Urban Planning and Land Use Department following the Unified Government Board of Commissioners meeting.
9. New homes must have masonry to match picture on page 17 of the Planning Commission staff report.
10. Prior to plat being signed by Director of Planning or Chairman of City Planning Commission, the existing building must have a Certificate of Occupancy.
11. No parking on grass.

Public Works Comments:

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
 - 1) None.
- B) Items that are conditions of approval (stipulations):
 - 1) On the preliminary plat / plans, please include the following note: "All work in public easements and right-of-way and all erosion control work must comply with the latest edition of the Technical Provisions & Standard Drawings for Roads and Sewers, of the Unified Government of Wyandotte County/Kansas City, Kansas. If any of the general notes conflict with the Technical Provisions & Standard Drawings for Roads and Sewers, of the Unified Government of Wyandotte County/Kansas City, Kansas (the UG), the UG's standards shall override."
 - 2) On the preliminary plat / plans, illustrate all proposed utility easements (sanitary sewer, storm sewer, and general utilities, etc.)
 - 3) Provide a level 1 traffic impact study for the proposed subdivision in accordance with the UG Transportation Management Plan.

- 4) The proposed parking lot west of the cul-de-sac shall be separated by a valley gutter from the public right-of-way and shall be privately maintained. Further discussion with staff may be required.
 - 5) For future reference, this project includes public street improvements. The public street improvement plans shall meet the UG standards and criteria and shall be a separate plan set with a separate cover sheet with applicable information, i.e., vicinity map, sheet index, benchmark, utility contacts, floodplain note, etc. The public street improvement plans shall include erosion control. This set of plans is not required at this time but will be required for final development plans.
 - 6) Please schedule a meeting before resubmittal for final development plans to discuss the layout of the proposed storm sewer pipes within the proposed subdivision. Typically, storm infrastructure within the right -of-way is considered public infrastructure. In this case, the storm sewer within the right of way is collecting and conveying runoff from public streets and back of lots and discharging into a private detention pond. Although the runoff eventually discharges to the public storm sewer system, UG Public Works would like to discuss the proposed configuration considering runoff is detained in a private pond that will be privately maintained. Further discussion with staff is required.
 - 7) For future reference, this project includes public storm sewer improvements. The public storm sewer improvement plans shall meet the UG standards and criteria and shall be a separate plan set with a separate cover sheet with applicable information, i.e., vicinity map, sheet index, benchmark, utility contacts, floodplain note, etc. The public storm sewer improvement plans shall include erosion control. This set of plans is not required at this time but will be required for final development plans.
 - 8) All public storm sewers will need to be in an easement meeting the UG standards and criteria (minimum of 15' wide or the depth of the sewer, whichever is greater).
 - 9) The UG adopted a stormwater treatment ordinance in May of 2010, and if the development site disturbs an acre or more, plans must be in accordance with the August 2009 second edition of the MARC Manual of Best Management Practices for Stormwater Quality. In this regard, please revise the Storm Drainage Study to address post construction stormwater quality BMPs. Further discussion with staff may be required.
 - 10) The County Surveyor makes separate technical review of the plat documents and submits comments directly to the preparer of the plat. Provide revised plat documents in accordance with County Surveyor comments.
 - 11) Final development plans / plat will have to be approved before going to planning commission with approval to obtain permits. This will include final engineering, calculations, and complete drawings with construction notes and details. The Final Development Plans/Plat must meet the requirements of UG standards and criteria. Only preliminary drawings and studies are required at this time.
- B) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
- 1) None

Fire Department Comments:

1) Compliance with the International Building Code -2012 Edition

Applicant Response: We concur.

2) Compliance with the International Fire Code – 2012 Edition

Applicant Response: We concur.

3) Compliance with current NFPA 101® Life Safety Code

Applicant Response: We concur.

4) Compliance with existing fire codes, all applicable City ordinances, State rules and regulations

Applicant Response: We concur.

* Code compliant 90' diameter turn around for dead end street over 150' per IFC D103.4, 2012 IFC.

Applicant Response: The current cul-de-sac at the end of our unnamed road, meets this requirement.

* Submit detailed dimensioned street paving plans, including hydrant locations, for review.

- Roads 20 to 26 feet wide (curb face to curb face) - posted NO on street parking either side

- Roads 26 to 32 feet wide (curb face to curb face) - on street parking on one side

- Roads over 32 feet wide (curb face to curb face) - on street parking allowed both sides

Applicant Response: The attached revised preliminary site plan shows proposed hydrant locations at the southeast corner of Garfield Ave. and Unnamed Rd. and at the south side of the cul-de-sac. In addition, the pavement width is shown at 27 ft (curb face to curb face) which will provide on-street parking on one side of the Unnamed Rd.

Geospatial Services Comments

We find that the plat is: Presently unacceptable for posting.
Please note the following comments.

1) Preliminary- The plat is preliminary.

On motion by Dr. Serda, seconded by Mr. Reasons, the Planning Commission voted as follows to **APPROVE Seventh Day Adventist Housing Preliminary Plat subject to the staff revised stipulations above:**

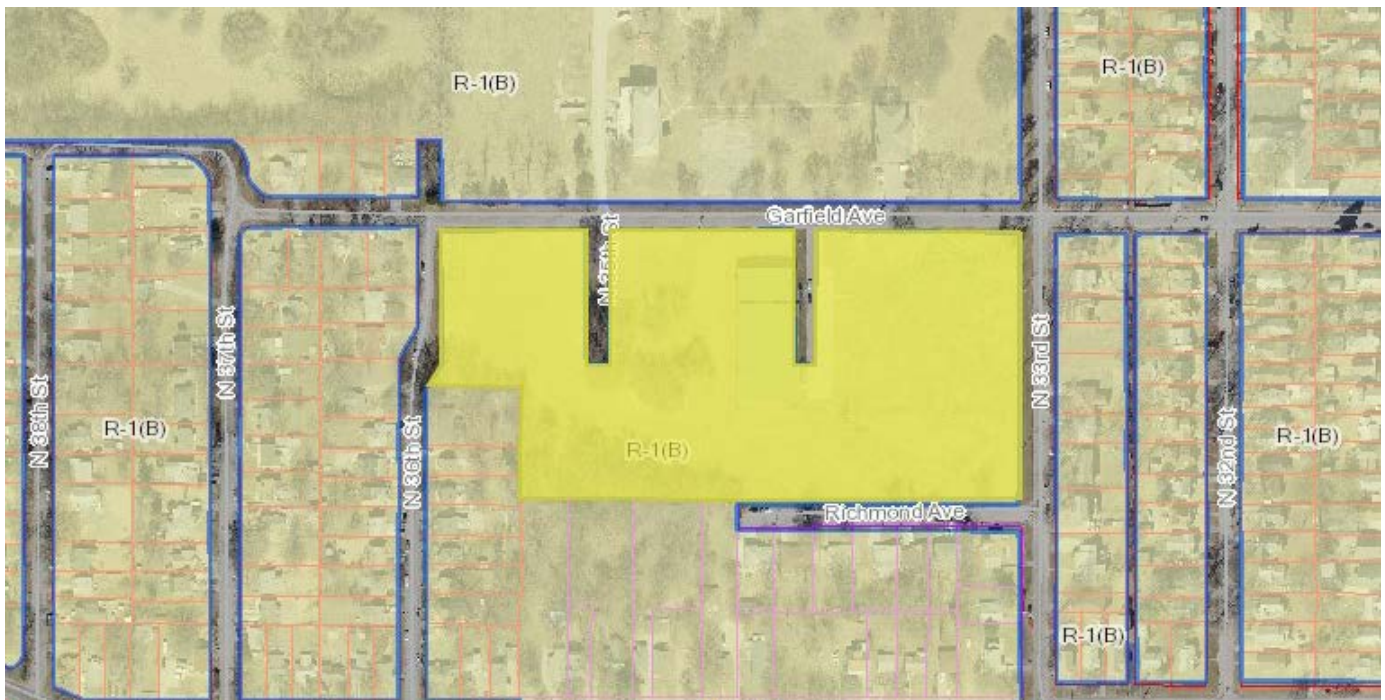
Carson	Chairman
Ernst	Aye
Huey	Aye
Jones	Aye
Miller	No
Pauley	Aye
Reasons	Aye
Serda	Aye
Cho	Not Present
Connelly	Not Present
Neal	Not Present

Motion to APPROVE Passed: 6 to 1

RENDERING OF DEVELOPMENT PLAN OVERLAY



CURRENT NEIGHBORHOOD ZONING DISTRICTS



PRELIMINARY DEVELOPMENT PLAN WITH LANDSCAPING



Application # CZ-19401-00023

Unofficial excerpts from the regularly scheduled meeting of Kensington Community Area Watch held July 23, 2019 starting at 7:00 PM at Grace Lutheran Church, 3333 Wood Ave. KCKS.

Agenda Item # 1: Zoning Change for 36th & Garfield

Ms. Donnie Thomas introduced Mr. Dwayne Williams to present the agenda item. Mr. Williams provided a short overview of the proposed housing project and introduced members of the development team:

Mr. Bill Caton of WindyRidge Developments, LLC (developer)

Mr. David Osborne, General Contractor for the proposed housing project (absent)

Rev. Cryston Josiah, Rev. Roger Bernard and Ms. Tonya Anderson representing the Central States Conference of 7th Day Adventists (Owner)

Mr. Chris Crowder and Mr. Michael Osborne representing Kaw Valley Engineering

Mr. Craig Watson, Architect for the proposed housing project (absent)

Mr. Williams then introduced Mr. Caton who provided a more detailed overview that was presented on a handout providing, pictures, site plan, floor plan, LIHCT income limits, proposed rents and target tenants, project timeline and contact information.

The floor was then opened for questions and/or comments.

Ms. Mekaile Turner (3313 Richmond Ave.) asked why the neighborhood is just finding out about the development now and not having an opportunity to have input and voiced her disappointment about lack of communication. Mr. Williams tried to explain that the development was not viable until mid-May 2019 when it was awarded the tax credits and secured the financing. He also indicated the development team had been in contact with the neighborhood watch president in the past with information about the development. His answer was not received well by Ms. Turner and a lengthy discussion between Ms. Turner and Mr. Williams regarding the perceived lack of respect the development team had for the neighborhood with Mr. Williams apologizing for the lack of communication. There was no resolution to this discussion.

Ms. Lettie Lampkin (3317 Richmond Ave.) voiced concerns that this type of development would attract unwanted and undesirable tenants to the neighborhood and that there would be no control or screening as to the type of tenants in the development. Ms. Lampkin indicated that she was worried about the presence of drugs, crime, increased traffic and general lack of control of tenant selection and future upkeep and appearance of the

development. She also criticized the Central States Conference for not being an active participant in the neighborhood and having a gate on the entrance to their facilities. Ms. Lampkin also told Mr. Williams that even though he grew up in close proximity to the neighborhood and his mother still lives in the same house, he does not represent the neighborhood since he now lives in Missouri and expressed concern that Mr. Williams doesn't care about the neighborhood and not to act like he does. Mr. Josiah rebutted her concerns about the Conference, citing their youth building was open to the public at certain times, other churches and organizations have access to the building and that many of the students at their private school come from the neighborhood. Additionally, Mr. Josiah stated that the purpose of this development was a significant Conference investment in the neighborhood. He also stated that a representative from the Conference would make every attempt to attend the neighborhood watch meetings in the future and promote their involvement in the community. Mr. Williams and Mr. Caton explained the tenant screening process and the amount of oversight the development would be under from the State, investor and the Conference and be managed by a local, professional property manager. Lengthy discussion followed with no resolution.

Ms. Patricia (Adams) Bentley (3321 Richmond Ave.) presented her concerns about the development citing crime, undesirable tenants, noise, and drugs. Mr. Williams attempted to respond to her concerns. After lengthy conversation, the discussion concluded without resolution and Ms. Bentley stating, "We don't want this!"

After an hour and 15 minutes of discussion, Ms. Thomas terminated further discussion and indicated that members of the development team would be available after adjournment to answer questions and concerns and moved on to other business.

NOTE: Development team members did stay after the meeting to address any issues. To my knowledge, there was little additional discussion beyond what was mentioned above. In a phone conversation the next day, Ms. Thomas indicated that she and most of the local attendees of the meeting were in favor of the development.



Bill Caton

WindyRidge Developments, LLC (developer)

NEIGHBORHOOD MEETING HANDOUT

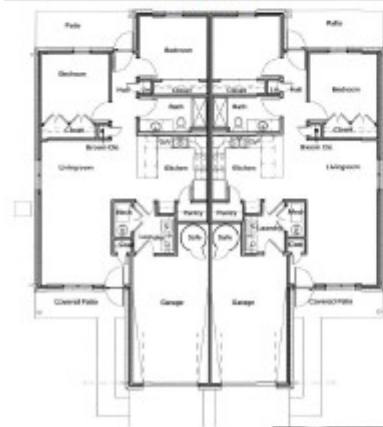
7th Day Senior Housing

24 Senior Affordable Apartments (12 Duplexes)
36th & Garfield
Kansas City, Kansas



Floor Plan

Site Plan



Annual Income Ranges

Single Tenant - \$25,840 to \$46,350

Two Tenants - \$25,840 to \$52,550

Monthly Rents

Less than 50% of Area Median Income

1 person - \$28,950 2 person - \$33,100 (maximum)

\$525 plus electric

Greater than 50% of Area Median Income

1 person - \$34,740 2 person - \$39,720 (maximum)

(4 tenants may have income over these limits)

\$640 plus electric

(electric service estimated at \$121 per month)

Amenities

Rent includes all maintenance; water sewer and trash services

Lawn service and snow removal

Energy efficient construction

All Energy Star appliances, including washer and dryer

ADA Compliant and Handicapped Adaptable

Single car attached garage

Above-ground storm shelter in each unit

Park area with gazebo, benches and picnic table

Multiple social services offered through property manager

Timeline

Start Construction – Late Fall, 2019

Pre-leasing – Spring, 2020

Construction completed/Lease-up – Summer 2020

Questions/Comments

Bill Caton – 785-221-4971 (developer)

David Osborne – 785-862-2100 (builder)

Cryston Josiah – 913-371-1071 (Central States)

**Neighborhood Petition in Opposition of Proposed Senior Housing Duplex by the Central
States Conference of the Seventh Day Adventist Church**

**From: The Neighborhood Residents of N. 36th St. & Garfield,
And N. 33rd St. & Richmond Ave**

**To: Planning & Zoning Commission for the
Unified Government of Wyandotte County, KS**

To Whom It May Concern:

We, the residents of both N. 36th St. & Garfield, N. 33rd St. & Richmond Ave are submitting this letter of petition against the Central States Conference's proposed plans to build a senior housing duplex within the vicinity of our neighborhoods. This isn't our first encounter with Central States Conference on matters concerning their property. A few decades back they built what was toted to be a neighborhood "Community Center" which in reality is a private meeting place available to SDA members only, and nothing more despite their claims at the previous committee meeting. Then there was the attempted request to close off Garfield entirely for their own private purposes which had it been successful would have put the residents living on both Garfield and 36th St. at an enormous disadvantage. Now we're here on what seems like an ongoing battle with Central States Conference. During the most recent appeals committee meeting on this case there was this notion perceived that our reasoning for not wanting this project to be approved is due to a "fear of change". This couldn't be any further from the truth nor is it an issue. The issue lies in the blatant, and total disrespect we feel on being completely left out of the loop of this project that apparently has been in the works for almost a decade. Yet, no one from Central States Conference felt it necessary to reach out, and consult with anyone in our neighborhoods about this. Despite their claims of doing so we were not made aware of this project until only a month before the appeals committee meeting recently. The issue lies within the possibility of losing the privacy, peace and quiet that we are accustomed to as a result of this project. But our biggest issues lie within what this project really isn't about, and that is to "enhance" our neighborhoods. We find it quite interesting, and rather infuriating that people, (contractors for Central States Conference), who do not live in nor is familiar with our neighborhoods seems to "know" what's best for it. If neighborhood enhancement is such a huge priority to Central States Conference, and they were really reaching out to us they would know a lot of us residents would love to see a small neighborhood park/playground made available for the current residents to enjoy. Or even a neighborhood garden. This way neighbors, SDA church member, and children alike could benefit from a beautiful place to play and gather. However, the sad reality is Central States Conference isn't at all the least bit interested in working with our neighborhoods on anything about "enhancement", but rather their own interests benefitting the SDA church alone. As of right now Central States Conference works with a private contractor on their building matters, and in fifteen years Central States Conference will own that land outright making them eligible for tax breaks and more "expansions". People who are

FILED

AUG 23 2019

UNIFIED GOVERNMENT CLERK

Neighborhood Petition in Opposition of Proposed Senior Housing Duplex by the Central States Conference of the Seventh Day Adventist Church

Resident Name	Address of Resident	Phone Number	Email Address
Meekale Turner M. M. M. M.	3313 Richmond Ave KCK 66104	913-963-0667	MeekaleTurner1894@gmail.com
Fusebio David	1880 N 36th St Kansas City K6 66102	913-257-2390	
Roxanna Alvaraz	1870 N 36th St KCK 66102	913 954 2773	
Roland Carson	1840 N 33 66104	-	-
Michaela	1840 N 33 66104	913-293-3793	-
Billie Priddy	1840 N 33rd 66104	687-3080	-
Howard Harvey	1857 N 33rd 66104	816-284-2542	
Alfonso Walker Jr.	1875 th 33rd St 66104	913-634-2769	
Piana Anderson	3004 Garfield Ave KCK 66102	9137629100	
Roberto Ramirez	1879 N 36th St	913 901-8346	

Yogi Warden

3305 Richmond Ave

913 371-6750

yogi.warden2018@gmail.com

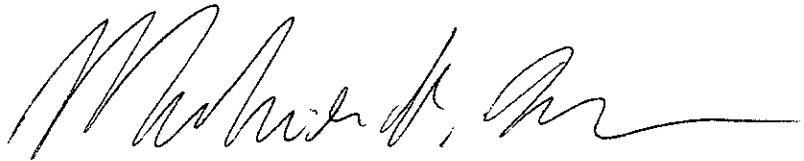
Adventist Church

[illegible]

**Special Note to Planning & Zoning Commission on Elements of Neighborhood Petition Letter
and Signature Page**

It's worth mentioning that during the meeting on August 12th, 2019 there was some confusion among the board as to who will be responsible for maintaining the property as a whole (Unified Government YouTube Video beginning at 1:27:23). What the Central States Conference failed to mention is that they will own the property outright in fifteen years. Thus making the duplex eligible for tax credits as well. It is also worth mentioning that from the time marks of 1:36:13-1:36:29 on the video Duane Williams who is one of the representatives for Central States Conference stated that both the neighborhood president who presides over neighborhood meetings as well as the neighbors of 36th Street was in support of this project. I took to that neighborhood personally, and found that everyone I spoke with were not for this project or had no idea that it was going to take place, and that no one from Central States Conference reached out to anyone in person or letter on the matter. They were willing to sign the petition against this project.

Mekaile Turner

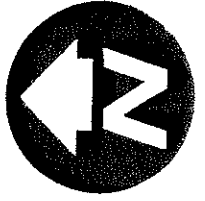
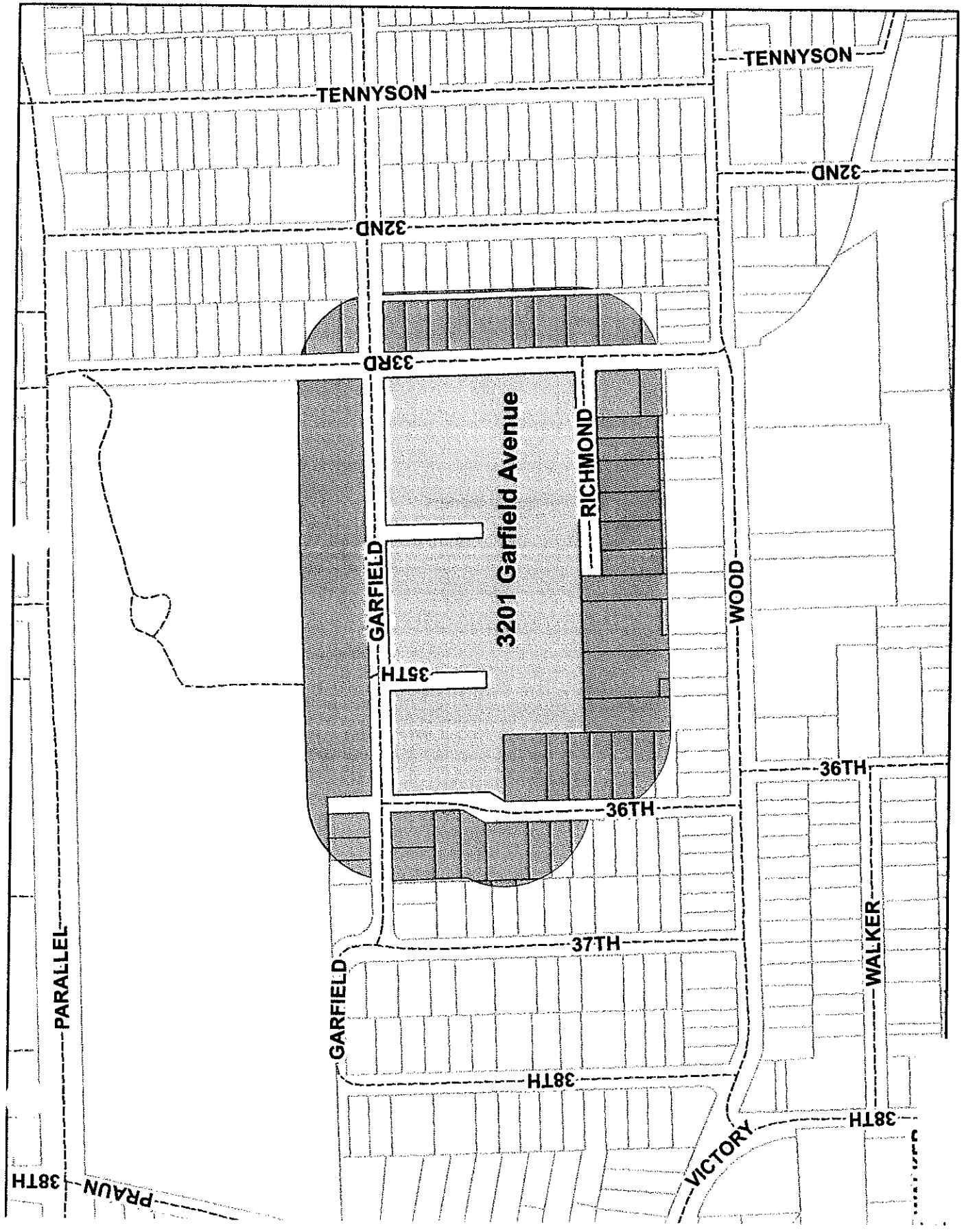
A handwritten signature in black ink, appearing to read 'Mekaile Turner', with a long horizontal flourish extending to the right.

Unofficial neighborhood Representative/ Resident

33rd & Richmond Ave

ind

ProtestPetition_COZ3201
<all other values>
PROTESTING
NO
YES
Export_COZ_3201
Street Centerline
Parcels



NOT TO SCALE

Protest Petition for COZ 3201



SHAPE AREA	ADDRESS	OWNER(S)	VALIDITY
10,712.786945	3313 Richmond Avenue	Nena V Turner	N
8,438.979367	1880 North 36th Street	Jesus Gurrola & Maria Gurrola	N
9,157.108345	1870 North 36th Street	Esteban Rivera Rodriguez	N
11,045.612602	1840 North 33rd Street	Island Properties LLC	Y
12,044.526327	1857 North 33rd Street	Jerome Sanders & Melva Crum Sanders	N
6,443.455084	1875 North 33rd Street	Raymond R Fleischer & Rhoda Fleischer	N
4,877.073229	3604 Garfield Avenue	Richard Dewayne Anderson	N
9,635.460683	1874 North 36th Street	Slight Investments, LLC	Y
7,137.450455	3305 Richmond Avenue	Emilio Moreno & Alma Mendoza	N
7,366.479571	3309 Richmond Avenue	Rosalio Lopez & Maria Lopez	N
5,254.725915	1871 North 33rd Street	Raymond R Fleischer & Rhoda Fleischer	N
15,903.304011	1859 North 36th Street	Jonathan Giovany Pacheco	N
1,978.182454	1833 North 36th Street	Alphonso S Johnson & Alice M Wilson	N

22,659.255739 summation (sq. ft.)

400,226.146660 parcel in question (sq. ft.)

5.662% percentage of land owned by property owners

Urban Planning and Land Use

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

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

To: Board of Commissioners

From: City Staff

Date: August 29, 2019

Re: **Petition #SP-2019-84**

GENERAL INFORMATION

Applicant:
Abdul Mazid

Status of Applicant:
Property Owner
A+ Auto Sales
1010 Merriam Lane
Kansas City, KS 66103

Requested Action:
Renewal of a special use permit to operate a used car dealership at 1010 Merriam Lane

Date of Application:
June 17, 2019

Purpose:
To continue use of a special use permit to operate a used car dealership

Property Location:
1010 Merriam Lane



Commission Districts:

1. Commissioner At Large: Tom Burroughs
2. District Commissioner: Ann Brandau-Murguia

Existing Zoning: C-3 Commercial District

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

South: C-3 Commercial District

East: C-3 Commercial District

West: C-3 Commercial District and R-1(B) Single Family District

Existing Uses: **North:** Single Family Residence

South: Retail Business (Quick's Guns and Transfers)

East: Commercial Buildings

West: Used Car Dealership (Chilitos Auto Sales); Single Family Residence

Total Tract Size: 0.19 acre

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

Major Street Plan: The City-Wide Master Plan designates Merriam Lane as a Class C Thoroughfare

Advertisement: The Wyandotte Echo – July 18, 2019
Letters to Property Owner – July 11, 2019 and August 20, 2019

Public Hearings: August 12, 2019 and August 29, 2019

Public Oppositions: No one appeared in opposition at the August 12, 2019 City Planning Commission Meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Abdul Mazid, has applied for a renewal of a special use permit to operate a used car dealership at 1010 Merriam Lane. This property was operated as an antique car sales business from 1987 to 2001. Since that time, it has been operated as a variety of businesses including an automobile repair business from 2004-2005 and a retail market (Kimo's Market) from 2005-2008. In 2016, the property was issued a court summons for being a residential rental property without a rental permit. This case was dismissed. The property has received numerous code citations for graffiti, trash, and abandoned vehicles in the past, prior to Mr. Mazid's ownership. In September 2017, Mr. Mazid was issued a special use permit, and A+ Auto Sales Inc was opened in April 2018. The site has been cleaned and maintained, new landscaping has been implemented in accordance with the plans submitted for the 2017 permit, and all property taxes have been paid and are up to date. The property

was put up for sale, but there were no prospective buyers. The basis for renewal of this special use permit is continued use of the site as a used car dealership.

City Ordinance Requirements:

Chapter 27 – Planning and Development

Article VI – Administration and Review Procedures

Special Use Permit, Section 27-214

Article VIII – Zoning

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

Division 5 – Overlay Districts, Subdivision IV. – Commercial Development

Guidelines Overlay District, Sections 27-573 – 27-591

Division 6 – Special Use Permits, Sections 27-592 – 27-606

Division 9 – Parking and Loading, Sections 27-667 – 27-695

Division 10 – Landscaping and Screening, Sections 27-696 – 27-719

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

This section of Merriam Lane is in the Rosedale neighborhood. It is a mixed-use, urban neighborhood with commercial, residential, and entertainment uses (Rosedale Drive-In Theater). Southwest Boulevard and Merriam Lane have received significant public investment, including new bike lanes and sidewalks.

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

The proposed use may create a compatibility issues with nearby residential uses.

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

This property has a prominent location on the “S” curve where Southwest Boulevard becomes Merriam Lane (great visibility). It is well suited to be a commercial business. Removal of the restrictions on used car dealerships may detrimentally affect nearby property by creating a use that does not maximize the potential of the site, as the aesthetic is undesirable and proximity to similar services does not necessitate this desired use.

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

This property has had various businesses and uses in the past; see the detailed outline of requested action in the proposal section for more information.

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

The City-Wide Master Plan designates this property as the Business Park district. This district allows light industrial uses and business/research parks as well as office, retail, restaurants, and other commercial and service uses. The Business Park district does not address used car dealerships.

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

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

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

The proposed use is not reasonably necessary for the convenience and welfare of the public. There is already an abundance of used car dealerships in the immediate vicinity. The proposed use could negatively affect the visual quality and marketability of adjoining property.

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

Noise, vibration, dust or illumination that would normally be associated with the proposed use is not likely to be a problem for near-by property. If automobiles are being serviced on site, this could create an issue for nearby residential properties.

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

The proposed use will not create substantial air, land, or water pollution, provided that all cars kept on site are in good repair and are not leaking fluids and that auto service and repairs are not conducted on site.

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

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

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

There is no gain to the public health, safety, or welfare that would result from the approval of this application. The individual landowner would not be able to

operate a used car dealership if the application is denied but could use the property for various other commercial uses allowed in a C-3 Commercial District.

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

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

PREVIOUS ACTIONS

Special Use Permit approved in September 2017

NEIGHBORHOOD MEETING

A neighborhood meeting was held on July 24, 2019 with one person in attendance. The sign-in sheet, neighborhood meeting minutes and neighborhood meeting affidavit are attached.

KEY ISSUES

Compliance with previous stipulations

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 6 to 1 to recommend **DENIAL** of Special Use Permit Application #SP-2019-84 **as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas, is not in compliance with the master plan for the area and the stipulations placed on the previous application have not been complied with.**

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

Urban Planning and Land Use Comments:

1. Provide updated pictures of your property and the operation on site.
Applicant Response: Updated pictures of the property were already submitted with the renewal application.
2. Has the restoration of brick and repair of the façade including of windows and doors taken place?

Applicant Response: Yes, before opening the dealership in 2018.

3. Has the parking lot been upgraded?

Applicant Response: Yes, before opening the dealership in 2018.

4. Has the amount of designated parking spaces changed?

Applicant Response: The parking spaces are as follows as previously approved by the Board of Commissioners with the special use permit:

- 6 spaces – cars for sale
- 3 spaces – customer parking
- 1 space – handicap parking

5. Have sidewalks been implemented?

Applicant Response: No, the sidewalk has not been implemented because not enough income was made for the sidewalk. All income went towards expenses such as inventory, utilities, taxes, and mortgage. If enough income is made in the next two years, I will implement the sidewalk.

Staff Response: The stipulation per the original special use permit (two-year period) was that upon renewal the applicant would implement a sidewalk. This exception to the requirement was granted on the agreement that renewal would mandate the creation of a sidewalk.

6. How is trash being disposed of and cleanliness maintained?

Applicant Response: There are no trash cans or dumpsters outside of the building.

7. Has is the screening of parking from the public right of way being maintained?

Applicant Response: Yes, with landscaping.

8. Has operation space been widened to 9 feet per the ADA standard?

Applicant Response: Yes, 9ft wide.

9. Has the sign post in the public right of way been removed?

Applicant Response: Yes, before opening the dealership in April 2018.

10. Average number of visitors in a year?

Applicant Response: 70-80 people

11. It appears that the property owner attempted to sell this property. What was the reason for sale? Why did you decide to apply for renewal? Do you still intend to sell this property?

Applicant Response: One of the conditions was to put the property up for sale when the special use permit was approved in September 2017. This is why I put the property up for sale. There were no interested buyers for this property, therefore, I am applying for a renewal of the special use permit to continue operating a used car dealership. I still intend to sell the property.

Staff Response: It is unclear this “condition” of sale. Per the stipulations required by the planning department in the original application, there is no requirement of attempted sale.

12. If the property is sold the associated special use permit cannot be transferred.

Applicant Response: OK

13. No Inoperable vehicles allowed on site.

Public Works Comments:

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

Staff Conclusion:

This site is not suitable for the renewal of the intended and previous use. Despite site maintenance and having attempted to meet the stipulations of the original special use permit, the intended use does not represent the interests or general welfare of the surrounding community or developed area presently or in the future. As such this building is much better suited for a variety of other commercial uses. If this special use permit is to be renewed, the stipulation without exception per the approval of the original special use permit is that a sidewalk will be built. This is not a question of ‘if’ but ‘when’.

STAFF RECOMMENDATION

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **DENIAL** of Petition **#SP-2019-84** subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

August 12, 2019 City Planning Commission Minutes
Staff Comment Responses
Neighborhood Meeting Information
Applicant Letter
Site Photographs
SP-2017-28 Excerpts (Original SUP) – BOC minutes

- Statement from applicant's attorney
- Sidewalk stipulations

REVIEW OF INFORMATION AND SCHEDULE

Action	Planning Commission	Unified Government Commission
Public Hearing	August 12, 2019	August 29, 2019
Special Use	Denial	

STAFF CONTACT: **Jacob Pellegrino**
 jpellegrino@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **DENY** Petition **#SP-2019-84**, as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

OR

I move the Unified Government Board of Commissioners **APPROVE** Petition **#SP-2019-84** as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional stipulations:

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

August 12, 2019 City Planning Commission Minutes:

Hearing Starts At 12:20:

SPECIAL USE PERMIT APPLICATION #SP-2019-84 – ABDUL MAZID – SYNOPSIS:

Renewal of a Special Use Permit (#SP-2017-28 – expires 9/28/2019) for a used car dealership at 1010 Merriam Lane. Detailed Outline of Requested Action: The applicant, Abdul Mazid, has applied for a renewal of a special use permit to operate a used car dealership at 1010 Merriam Lane. This property was operated as an antique car sales business from 1987 to 2001. Since that time, it has been operated as a variety of businesses including an automobile repair business from 2004-2005 and a retail market (Kimo's Market) from 2005-2008. In 2016, the property was issued a court summons for being a residential rental property without a rental permit. This case was dismissed. The property has received numerous code citations for graffiti, trash, and abandoned vehicles in the past, prior to Mr. Mazid's ownership. In September 2017, Mr. Mazid was issued a special use permit, and A+ Auto Sales Inc was opened in April 2018. The site has been cleaned and maintained, new landscaping has been implemented in accordance with the plans submitted for the 2017 permit, and all property taxes have been paid and are up to date. The property was put up for sale, but there were no prospective buyers. The basis for renewal of this special use permit is continued use of the site as a used car dealership.

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

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated August 12, 2019
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The Notice in the Wyandotte Echo dated July 18, 2019; and
7. The Notices to property owners dated July 11, 2019.

Planning Director Richardson asked if the Commission had any contact to disclose on this application. Planning Commissioners Ernst and Serda started that they were contacted by Erin Stryka of Rosedale Development Association in opposition to the renewal of this special use permit. Dr. Serda further stated that RDA requested if this is approved that

they would like to see all the site improvements completed.

Present in Support:

- ❖ Austin Parker, attorney for the applicant, 3146 Southwest Trafficway, Kansas City, Missouri

Present in Opposition:

- ❖ No one appeared

Staff Recommendation Starts 22:32: Planning Director Richardson stated that all the site improvements were relevant last time when this was approved. If the building is suffering water damage, installing the curb, gutter and sidewalk would help improve the building and increase the value of the building. There are sidewalks in similar conditions in other parts of the city and a four-foot sidewalk made of concrete is not something that washes away easily. He does not think this is subject to being washed out as described by the applicant's attorney. Director Richardson stated that the staff recommends approval subject to installation of the sidewalk within the next six (6) months or the special use permit will be terminated for failure to comply with stipulations; no hearing required.

Motion and Vote Starts 26:50:

On motion by Dr. Serda, seconded by Mr. Ernst, the Planning Commission voted as follows to **recommend DENIAL of Special Use Permit Application #SP-2019-84 as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas, is not in compliance with the master plan for the area and the stipulations placed on the previous application have not been complied with:**

Carson	Chairman
Ernst	Aye
Huey	Aye
Jones	Aye
Miller	Aye
Pauley	No
Reasons	Aye
Serda	Aye
Cho	Not Present
Connelly	Not Present
Neal	Not Present

Motion to recommend DENIAL Passed: 6 to 1

A+ Auto Sales Inc.
1010 Merriam Lane
Kansas City, KS 66103

7/26/2019

SP-2019-84

Urban Planning and Land Use Comments

1. Provide updated pictures of your property and the operation on site.
 - Updated pictures of the property were already submitted with the renewal application.
2. Has the restoration of brick and repair of the façade including of windows and doors taken place?
 - Yes, before opening the dealership in April 2018
3. Has the parking lot been upgraded?
 - Yes, before opening the dealership in April 2018
4. Has the amount of designated parking spaces changed?
 - The parking spaces are as follows that was approved previously by Board of Commissioners for the special use permit;
6 spaces - Cars for Sales
3 spaces - Customer Parking
1 space - Handicap Parking
5. Have sidewalks been implemented?
 - No, the sidewalk has not been implemented because not enough income was made for the sidewalk. All income went towards expenses such as, inventory, utilities, taxes, and mortgage. If enough income is made in the next two years, I will implement the sidewalk.
6. How is trash being disposed of and cleanliness maintained?
 - There are no trash cans or dumpsters outside of the building.
7. Has is the screening of parking from the public right of way being maintained?
 - Yes, with landscaping.
8. Has operation space been widened to 9 feet per the ADA standard?
 - Yes, 9ft wide.
9. Has the signpost in the public right of way been removed?
 - Yes, before opening the dealership in April 2018.
10. Average number of visitors in a year?
 - 70-80 people
11. It appears that the property owner attempted to sell this property. What was the reason for sale? Why did you decided to apply for renewal? Do you still intend to sell this property?

- One of the conditions was to put the property up for sale when the special use permit was approved in September 2017. That is why I put the property up for sale. There were no interested buyers for this property, therefore, I am applying for a renewal of the special use permit to continue operating as a used car dealership. I still intend to sell the property.

12. If the property is sold the associated special use permit cannot be transferred.

- OK

A+ Auto Sales Inc.
1010 Merriam Lane
Kansas City, KS 66103

SUBJECT: Neighborhood Meeting

I have filed an application with the Department of Urban Planning and Land Use # SP-2019-84. The purpose of this:

- special use permit (Renewal)

is for a Used Car Dealership.

at the following address: 1010 Merriam Lane, Kansas City, KS 66103

I am having a neighborhood meeting on Wednesday, July 24th, 2019 at 6p.m. at the following address 1010 Merriam Lane, Kansas City, KS 66103

The purpose of this meeting is to explain the proposal and to answer any questions/concerns you may have.

I look forward to seeing you at the neighborhood meeting. If you are unable to attend, please contact me at the address/phone number listed below.

Sincerely,

Abdul Mazid, 913-961-4449

A+ Auto Sales Inc.

Neighborhood Meeting Sign in Sheet

7/24/2019

6:00pm

Name

[illegible]

MINUTES:

Application Number # SP-2019-84

Date and Location: 7/24/2019 1010 Merriam Lane, Kansas City, KS 66103

Meeting called to order at: 6:00pm

Names of people in attendance:

- Pablo Flores

Introductions:

Talked about the landscaping, parking lot and the dealership.

Questions and answers (include the following):

- Who asked question or gave comment
Pablo Flores
- What was the question or comment
How long have the business been here and why do we have to renew the permit again?
- Who answered the question/comment
Abdul Mazid
- What was the answer given
I opened the used car dealership in April 2018 and I am operating under a special use permit which I have to renew every 2 years.

Meeting adjourned at:

Minutes taken by: 7:01p.m

Sahida Bagam

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF Kansas)
COUNTY OF Johnson) SS:

Comes now Abdul mazed, of lawful age, sound mind and upon his/her oath states as follows:

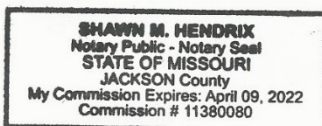
1. That I am the petitioner for Petition # SP-2019-84 Start:
2. That I conducted a neighborhood meeting on 7/24/19 at 6:00pm
3. Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Urban End:
Planning and Land Use Department.

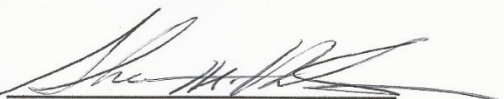
Further affiant saith not.


Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 27th day of July, 2019.

My commission expires 9th April of April, 2022.




Notary Public

A+ Auto Sales Inc.

**1010 Merriam Lane
Kansas City, KS 66103
913-961-4449**

June 10th, 2019

Urban Planning and Land Use
4953 State Avenue
Kansas City, KS 66102

Currently, 1010 Merriam Lane Kansas City, KS 66103 is used as a used car dealership, A+ Auto Sales Inc, and was opened on April 2018. New landscaping was done for the site according to the plan that was approved for the special permit in September 2017. The site has been well maintained and cleaned. All property taxes have been paid every year and is up to date. The property was put up for sale, but there was no buyer interested in buying this property. The future plan for this property is to continue using it as used car dealership.

Thank you,

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.







Furthermore, denial is not supported by the criteria that this board is required to consider under Kansas Law and under its code. I want to preface this by saying these criteria are looked at in the present tense. Now you consider your long-term plans, but that's just one consideration that the board brings in when they are looking at this type of use.

The applicants attorney, myself, I'm the first to admit that long-term this may not be the most desirable use for this area, no question about it. I've already advised my client that should this board approve this special use permit he needs to understand it is a temporary approval for two years. There's little to no chance that he should expect it to be renewed unless he has done his utmost to sell this property and recoup his investment and he literally has not been able to do so. I've told him this is not a long-term location for him. Literally he should just be focused on recouping his investment and moving on.

That being said, my job is to take you through the factors and I wanted to highlight a few of them. The character of the neighborhood and the zoning and uses of property nearby and the proposed uses expected compatibility with them. The following businesses are located on Merriam Lane near the property, most of them—they're all within one block. You'll notice a theme, they're all automobile oriented. There's a used car dealership, Chilitos Auto Sales, forgive me if I mispronounce that, it's directly nextdoor. Across the street is a gun store, Quicks Guns and Transfers. Cattycorner across the street at 1017 Merriam Lane is an auto repair shop and U-Haul rental store and there's automotive. On down about a block is an RV and mobile home parts and service store, KC Home Trailer.

September 28, 2017

inclination, I think until something happens to the other car dealership and because if that other car dealership had a special use permit and was getting ready to expire and then we could really look at a redevelopment for this and really move it and work it, that would be fantastic. Until and unless that other car dealership goes away I don't know why we wouldn't let six more be sold right nextdoor. That's just my inclination with the caveat that I'm not excited about it, but I just think that it probably wouldn't hurt anything. That's my two cents.

Commissioner Bynum said I understand your point. Just one more comment on this particular application. The applicant is asking for approval for two years. Basically, also being allowed to be given two years to comply with the rest of the things that Planning had asked to be completed for this parcel such as the sidewalk and the brick restoration on the building as well as the landscaping plan. The counsel for the applicant stated that it was strictly a transitional use. To me those statements are at odds because we are saying in our report that we want to allow a special use permit and give them two years to comply with the stipulations we asked for. On the applicants side we're hearing, well really if you give us two years we will find somebody to buy it and this will be a purely transitional situation in the first place. That just make me think, so we won't have to put in the sidewalk and we won't have to brick restoration and the other beautification that we've asked for and I don't know why we're allowing those stipulations to be put in place.

Mayor Holland said if I understood this correctly, Commissioner, and, Mr. Richardson, correct me if I'm wrong; he would have to complete the brick restoration by the end of next year, within the next one year. **Mr. Richardson** said correct. **Mayor Holland** asked then he would have to do the shrubbery now. **Mr. Richardson** said correct. **Mayor Holland** said so we'd get the shrubs and we'd get the brick restoration. The other sidewalk on the north, what side is that is that the east side, it's all wonky in this direction here. **Mr. Richardson** said the north. **Mayor Holland** asked he wouldn't have to do that sidewalk, he wouldn't have to that unless in the next two years. **Mr. Richardson** said unless it got renewed. **Mayor Holland** said then if he got renewed for two more years then he'd have to do that sidewalk, is that correct? **Mr. Richardson** said correct.

September 28, 2017

Mayor Holland said does anyone else have any comments? We have a recommendation just to review with our attorney. We have a recommendation from the committee. It would take six votes to approve. It would take six votes to send back. It would take eight votes to deny. Is that right? **Mr. Richardson** said correct.

Mayor Holland said I'll ask if there's a motion.

Action: **Commissioner Philbrook made a motion, seconded by Commissioner Walters, to approve Special Use Permit #SP-2017-28 for two years as recommended by the Planning Commission.** Roll call was taken and there were six "Ayes," Kane, Markley, Walters, Philbrook, Bynum, Townsend; and two "Nos," Murguia, Johnson.

Mayor Holland said that ends the Planning and Zoning portion of our meeting and brings us to a regular session. Mr. Richardson, before you leave, if you would like to introduce your intern as you're done cleaning up. **Mr. Richardson** said I'd like to introduce Josh Robinson. He's a student in the Public Administration Graduate School at the University of Kansas. He is our intern this semester. Welcome Josh and he was able to come to the meeting with us tonight to see how the Commission meetings go. **Mayor Holland** said welcome.

NON-PLANNING CONSENT AGENDA

Commissioner Murguia said I just wanted to make a quick announcement before we adjourn the meeting to the commissioner. Is that okay? Is it the right time right now? **Mayor Holland** said we have one more item. **Commissioner Murguia** asked do you want to do that and then I will.

Mayor Holland said the Commission could break it into three items if they choose, but they don't have too. We have our Non-Planning Consent Agenda. Would any commissioner or person in attendance tonight like to remove an item? Any item not removed will be voted on by a single vote. Let the record show that there is no one moving to remove an item.

September 28, 2017

Urban Planning and Land Use

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

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

To: Unified Government Board of Commissioners

From: City Staff

Date: August 29, 2019

Re: **Petition #SP-2019-88**

GENERAL INFORMATION

Applicant:
Jennifer Priest

Status of Applicant:
Applicant
Showalter Law Firm
3918 Paseo Royale Blvd
Richmond, Texas 77406

Requested Action:
Approval of a special use permit

Date of Application:
June 28, 2019

Purpose:
To allow a short-term rental/AIRBNB.

Property Location:
433 Ann Avenue



Commission Districts:
Commissioner At Large: Tom Burroughs
District Commissioner: Brian McKiernan

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

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

Existing Uses: **North:** Single Family Homes
South: Single Family Homes
East: Single Family Homes
West: Single Family Homes

Total Tract Size: .07 acre

Master Plan Designation: The Downtown Master Plan designates this property as Neighborhood Residential.

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

Advertisement: The Wyandotte Echo – July 18, 2019
Letters to Property Owner – July 11, 2019 and August 20, 2019

Public Hearings: August 12, 2019 and August 29, 2019

Public Opposition: There was one (1) person present in opposition at the August 12, 2019 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Jennifer Priest of Showalter Law Firm, is representing the property owners of 433 Ann Avenue. The property owners wish to operate a short-term rental/AIRBNB at the property, with a maximum number of 4 guests.

City Ordinance Requirements: 27-592 through 27-606

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

The neighborhood is dense residential and zoned for single family use. Homes are on narrow lots and within close proximity of I-70 and the downtown Kansas City, Kansas area.

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

The zoning and uses of properties are laid out above. The proposed use is expected to be compatible with them.

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

The removal of restrictions would not detrimentally affect nearby property. This use would fit in with nearby uses.

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

The property has been used as a single-family residence.

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

Special use permits are not addressed in the Master Plan.

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

Staff recommends that guests be allowed to bring a maximum of two (2) vehicles per stay to accommodate limited street parking.

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

The proposed use is not reasonably necessary for the convenience and welfare of the public; however it would not substantially or permanently injure the appropriate use, visual quality or marketability of adjoining property.

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

This is not an issue.

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

This is not an issue

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

This is not an issue.

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

The relative gain to the public health safety and welfare is minimal. Landowners could still apply for a long-term rental license to use the property for long-term rental if denied.

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

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

PREVIOUS ACTIONS

None

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on July 29th, 2019. Six neighbors were present, and opposition was expressed. Neighborhood meeting minutes, sign-in and affidavit are attached.

KEY ISSUES

Neighborhood Opposition

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 5 to 2 to recommend **APPROVAL** of Special Use Permit Application #SP-2019-88, subject to:

Business License Comments:

1. If approved, applicant will need to file and maintain a current occupation tax application.

Urban Planning and Land Use Comments:

1. If approved, staff recommends approval for one (1) year.
2. Maximum number of guests shall be four (4), maximum number of guest vehicles shall be two (2).
3. How will you communicate with the neighbors?

Applicants Response: Magda Born will be the contact person.

4. How will you pay appropriate lodging taxes?

Applicants Response: Any and all lodging taxes will be paid as necessary.

5. How many rooms are rented?

Applicants Response: There are two bedrooms, and each could be used by the renters.

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

Applicants Response: The proposed short-term rental will allow for up to four vacationers and two vehicles to stay on the property during a given rental.

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

Applicants Response: The proposed short-term rental will allow for up to four vacationers and two vehicles to stay on the property during a given rental. Rentals are expected to be on weekends when parking is more readily available. The adjacent house to the west is boarded and the next three neighbors to the west use off alley parking, therefore neighbors consulted have stated they are not worried that parking will be an issue. We will tailor our policies to keep neighbors happy as much as possible.

8. How often are guests in the residence?

Applicants Response: The property will be rented via Airbnb and based on past rental experiences of one of these properties most renting happens during weekends.

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

Applicant Response: We are currently seeking a short-term rental license.

10. Provide a detailed description of the areas rented for AirBNB

Applicant Response: The single-family residence is 742 square feet. It is a one bedroom, one bathroom, with a fully equipped kitchen with dining area and living room. The property boasts a covered front porch.

11. Describe how you will maintain a safe environment including:

- a. Working smoke detectors in each bedroom plus each level of the unit/house

- b. GFCI outlets re required in bathrooms
- c. Double keyed locks are not allowed
- d. Copper cannot be used for gas supply lines
- e. Windows must be operable, not blocked or boarded
- f. Handrails are required at sets of 4 or more stairs/ risers
- g. Hot water tank and furnace must be vented properly and operational
- h. Electric panel and circuits must be safe

Applicant Response: The property manager will ensure working smoke detectors are in the bedroom, kitchen and living area of the home. The home is in compliance with GFCI outlets in the bathroom, single keyed locks. The front and rear entry of the home has safety rails on the porch and stairs to ensure renters safety. All windows can be opened and used to enjoy the outdoors. The electrical panel and hot water heater are in compliance with all city codes.

Public Works Comments:

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

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition #SP-2019-88 subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

August 12, 2019 City Planning Commission Minutes
Neighborhood Meeting Sign-in, Minutes and Affidavit.
Emails in opposition
Photos submitted by the applicant
Floor plan
Zoning Map
Letter from property owners

REVIEW OF INFORMATION AND SCHEDULE

Action	Planning Commission	Unified Government Commission
Public Hearing	August 12, 2019	August 29, 2019
Special Use	Approval	

STAFF CONTACT: **Kimberly Portillo**
 kportillo@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #**SP-2019-88** as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

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

OR

I move the Unified Government Board of Commissioners **DENY** Petition #**SP-2019-88** as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

August 12, 2019 City Planning Commission Minutes:

Hearing Starts At 28:08:

SPECIAL USE PERMIT APPLICATION #SP-2019-88 – JENNIFER PRIEST WITH SHOWALTER LAW FIRM – SYNOPSIS: Special Use Permit for a short-term rental/AIRBNB at 433 Ann Avenue. **Detailed Outline of Requested Action:** The applicant, Jennifer Priest of Showalter Law Firm, is representing the property owners of 433 Ann Avenue. The property owners wish to operate a short-term rental/AIRBNB at the property, with a maximum number of 4 guests.

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

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated August 12, 2019

5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The Notice in the Wyandotte Echo dated July 18, 2019;
7. The Notices to property owners dated July 11, 2019.

Planning Director Richardson asked if the Commission had any contact to disclose on this application. (No one responded in the affirmative.)

Present in Support:

- ❖ Magda Born, representing the applicant
- ❖ Justine Underwood-Jones, 431 Ann Avenue, Kansas City, Kansas

Present in Opposition:

- ❖ Erika Kim 431 Armstrong Avenue, Kansas City, Kansas

Staff Recommendation Starts 43:10: Planning Director Richardson stated that the maximum recommendation that staff has given when people do not live here (for an AIRBNB) is one (1) year. The issue with the property manager has been clarified; she lives close and has AIRBNB experience. He further stated that he understands the neighbor's concern about living next to rental houses but there are people that own their homes and behave that way as well; that is not a universal action of all rental people. With an AIRBNB they will have to be in there on a regular basis and it will not be the same people over and over. If the owner does not sell the property and they come back the representative's statement is on record that they are going to sell it and do not want more than one (1) year. Director Richardson stated that he would like the Chairman to ask the representative if they would sell the property tomorrow if someone offered to buy it or do, they want to rent it for two or three months as an AIRBNB and then sell it. The staff recommends approval for one (1) year subject to the stipulations in the staff report.

Chairman Carson asked Director Richardson to get with Ms. Kim about her property on 10th Street and get the address that she discussed to see if they have a proper rental license.

Motion and Vote Starts 46:18:

On motion by Ms. Pauley, seconded by Mrs. Jones, the Planning Commission voted as follows to **recommend APPROVAL of Special Use Permit Application #SP-2019-88 for one (1) year:**

Carson	Chairman
Ernst	Aye
Huey	Aye
Jones	Aye
Miller	No
Pauley	Aye
Reasons	No
Serda	Aye

Cho Not Present
Connelly Not Present
Neal Not Present
Motion to recommend APPROVAL Passed: 5 to 2
Subject to:

Business License Comments:

1. If approved, applicant will need to file and maintain a current occupation tax application.

Urban Planning and Land Use Comments:

1. If approved, staff recommends approval for one (1) year.
2. Maximum number of guests shall be four (4), maximum number of guest vehicles shall be two (2).
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Applicants Response: Magda Born will be the contact person.

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be an issue. We will tailor our policies to keep neighbors happy as much as possible.

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Applicant Response: The single-family residence is 742 square feet. It is a one bedroom, one bathroom, with a fully equipped kitchen with dining area and living room. The property boasts a covered front porch.

11. Describe how you will maintain a safe environment including:

- a. Working smoke detectors in each bedroom plus each level of the unit/house
- b. GFCI outlets re required in bathrooms
- c. Double keyed locks are not allowed
- d. Copper cannot be used for gas supply lines
- e. Windows must be operable, not blocked or boarded
- f. Handrails are required at sets of 4 or more stairs/ risers
- g. Hot water tank and furnace must be vented properly and operational
- h. Electric panel and circuits must be safe

Applicant Response: The property manager will ensure working smoke detectors are in the bedroom, kitchen and living area of the home. The home is in compliance with GFCI outlets in the bathroom, single keyed locks. The front and rear entry of the home has safety rails on the porch and stairs to ensure renters safety. All windows can be opened and used to enjoy the outdoors. The electrical panel and hot water heater are in compliance with all city codes.

Public Works Comments:

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

1) None.

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

1) None.

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

2) None

Meeting attendees for neighborhood
meeting:

709 N. 5th St., Kansas City, KS 66101 and 433 Ann Ave, Kansas City, KS 66101

Monday, the 29th of July, 2019 at 5:30 PM at 709 N. 5th St., Kansas City, KS 66101.

<u>Print name</u>	<u>Signature</u>
Stephanie Sandelich	Stephanie Sandelich
Kathy Spehar	Kathy Spehar
Cristy Maltzbarger	Cristy Maltzbarger
John Radencich	John Radencich
Justine Underwood Jones	Justine Underwood Jones
CINDI MYERS	Cindi Myers

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF KS)
COUNTY OF WY) SS:

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

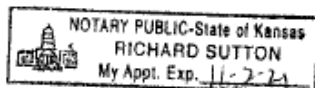
1. That I am the petitioner for Petition # SP-2019-88, SP-2019-89
2. That I conducted a neighborhood meeting on 7/29/2019.
3. Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Urban Planning and Land Use Department.

Further affiant saith not.

Margaret V. R.
Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 30 day of July, 2019.

My commission expires 11 of 2, ²⁰²¹~~200~~.



Richard Sutton
Notary Public

Neighborhood meeting about PS – 2019-88 and 89

Prior to meeting received a phone call from a property owner at Strawberry Hill but California resident why wanted to protest. Gave her contact for UG Kimberly Portillo email and phone call.

9 PM after the meeting received phone call from Mr. Messner who lives cross the street and who is concerned that our neighborhood wealth and earnings are going out of state. He is palling to come to the August zoning meeting.

Neighborhood meeting about PS – 2019-88 and 89 took place on Monday July 29th, start time 5.35. 6 residents in attending. (See list with names and signatures). Residents were generally concerned, for how long this will be a short term rental, were worried about parting and unknown individuals roaming the neighborhood. Justine Underwood provided some of the answers. Residents are afraid that this will become an "airbb&b zone". People want to know their neighbors, want to sustain neighborhood feel. People were worried their own parking places will be blocked. Meeting was dismissed at 6.15

From: swells@bak.rr.com
To: "info@wycokck.org"
Cc:
Sent: Monday July 22 2019 4:44:30PM
Subject: SP#'S SP-2019-88 AND SP-2019-89

I am the property owner at 420 Ann Avenue, KCK, 66101.

I have received a letter referencing two permit applications for Short Term Rentals, located at 433 Ann Avenue (SP# SP-2019-88), and 709 North 5th Street (SP# SP-2019-89).

Please advise how I can provide public comment IN OPPOSITION to the issuance of said permits. I have been notified of a neighborhood meeting scheduled for Monday July 29, 2019 to discuss these applications. As I cannot physically attend, I am requesting this email be placed in the record voicing my opposition.

The applicant, Magda Born, has notified me of the meeting and the permit application via US Postal Mail, but did not provide a return address or a means to register opposition.

Please confirm that this opposition will be registered with the Department of Urban Planning. If a response of opposition is necessary directly to the permit applicant, please provide a means by which to notify the applicant.

Regards,

Susan Wells
661-319-0984



Mon 7/29/2019 1:33 PM

Susan Wells <swells@bak.rr.com>

Re: SP#'S SP-2019-88 AND SP-2019-89

To: Portillo, Kimberly

Thank you Kimberly.

I specifically object to the activity of short-term rentals and the potential effects on housing prices, stability of homeownership in the neighborhood, and safety issues associated with ever-changing traffic/occupants in short-term rental properties, including parking, noise, blocking access for residents, and the uncertainty of who is staying in the home.

Wyandotte County Unified Government, along with groups such as the Strawberry Hill Neighborhood Association, St Johns Croatian Club and others have done a wonderful job over the years bringing Strawberry Hill back to a viable place, where families can enjoy community activities and live in an affordable, easily accessible close-knit neighborhood. Our home located at 420 Anne has been in our family over 100 years.

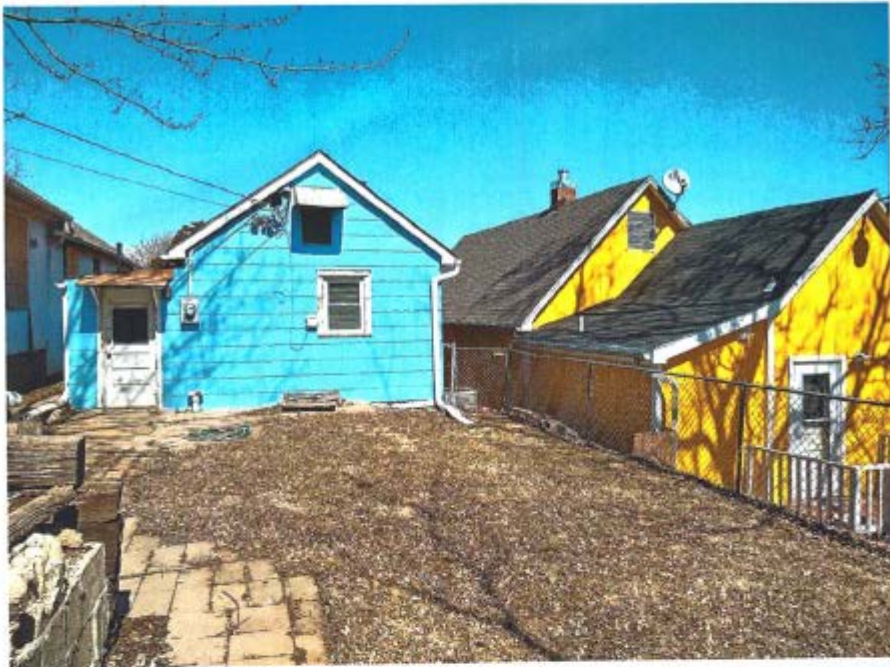
These are several reasons why we object to any short-term rental permits being issued.

Thanks for the follow up and for including these comments.

Sent from my iPhone



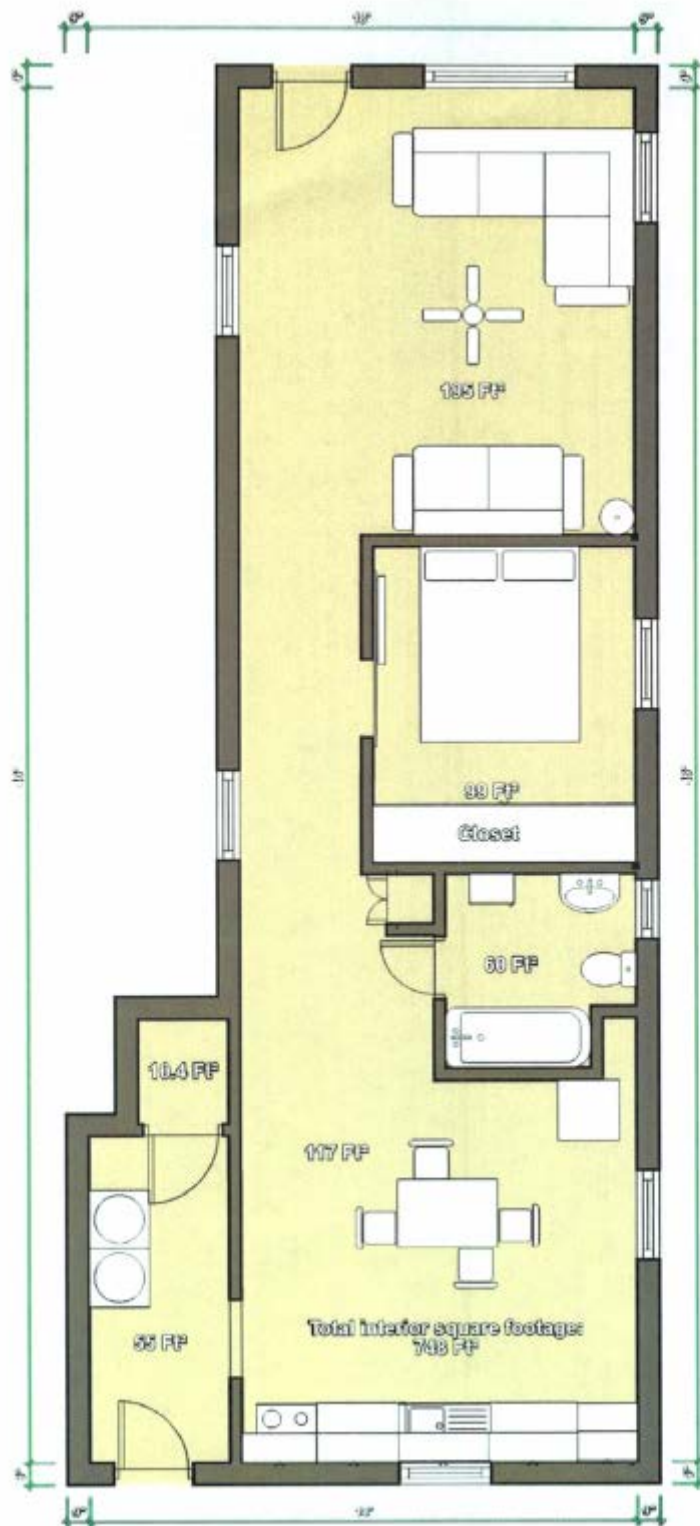


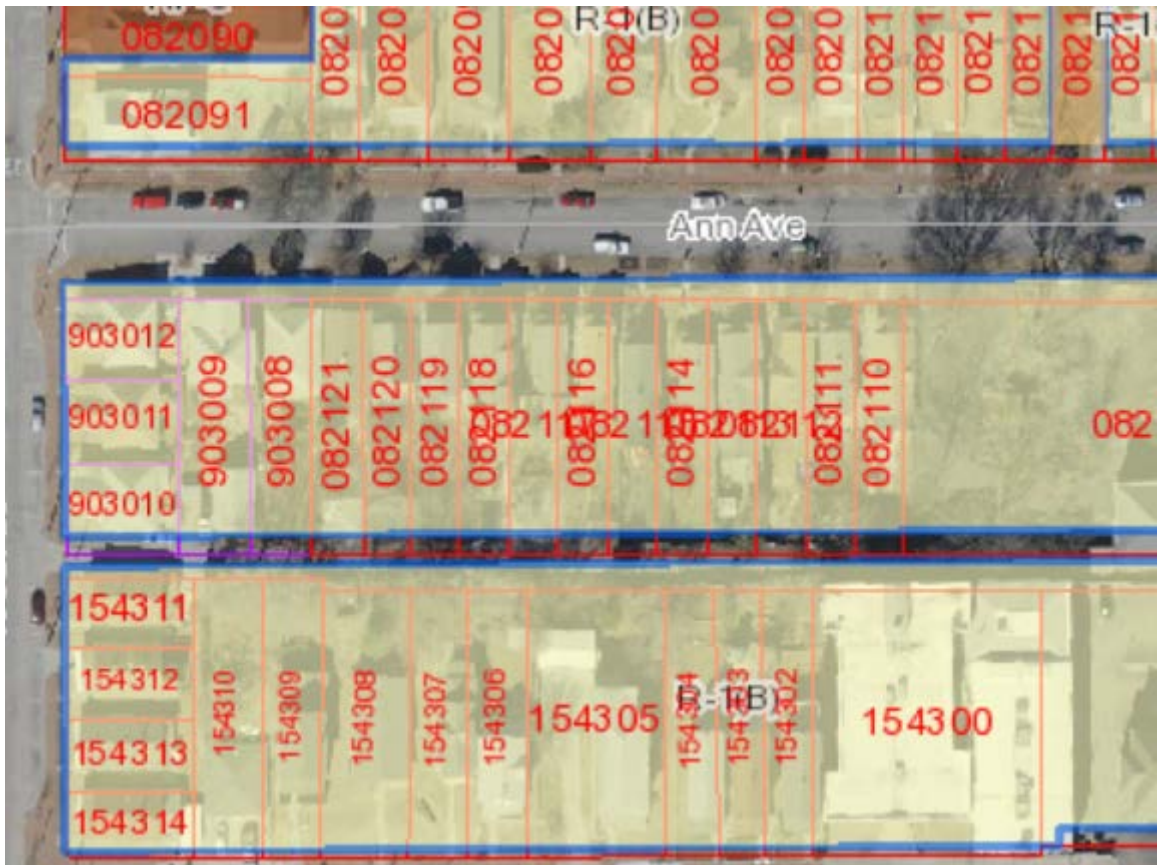












Urban Planning and Land Use
4953 State Avenue
Kansas City, KS 66102

RE: 433 Ann Avenue Short Term Rental Application

To whom it may Concern,

We, the owners of the property located at 433 Ann Ave, David W. & Karen M. Showalter, are seeking a short-term rental license in order to turn our current family vacation home into an AirBNB in order to recoup costs that have been put into repairs and ongoing maintenance, as well as allow others to enjoy the neighborhood and surrounding areas. The proposed rentals would be weekend rentals, with the property being cleaned and any maintenance issues handled before the next tenants were to arrive. There are currently no reservations scheduled for the property.

We plan to host a community meeting to introduce the proposed plan to the community and answer any questions and concerns that arise. The property manager, Wesley McKain, will host the meeting, given that he is nearby and oversees the day to day operations for the property. Mr. McKain's contact information will be available to any renters at the property, as well as the local home owner's association for any issues that may arise.

Any and all lodging taxes will be paid as necessary.

The proposed short-term rental will allow for up to four vacationers and two vehicles to stay on the property during a given rental. Rentals are expected to be on weekends when parking is more readily available. The adjacent house to the west is boarded and the next three neighbors to the west use off alley parking, therefore neighbors consulted have stated they are not worried that parking will be an issue. We will tailor our policies to keep neighbors happy as much as possible!

We are currently seeking a short-term rental license.

The single family residence is 742 square feet. It is a one bedroom, one bathroom, with a fully equipped kitchen with dining area and living room. The property boasts a covered front porch.

The property manager will ensure working smoke detectors are in the bedroom, kitchen and living area of the home. The home is in compliance with GFCI outlets in the bathroom, single keyed locks. The front and rear entry of the home has safety rails on the porch and stairs to ensure renters safety. All windows can be opened and used to enjoy the outdoors. The electrical panel and hot water heater are in compliance with all city codes.

Sincerely,





Urban Planning and Land Use

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

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

To: Unified Government Board of Commissioners
From: City Staff
Date: August 29, 2019
Re: Petition #SP-2019-89

GENERAL INFORMATION

Applicant:
Jennifer Priest

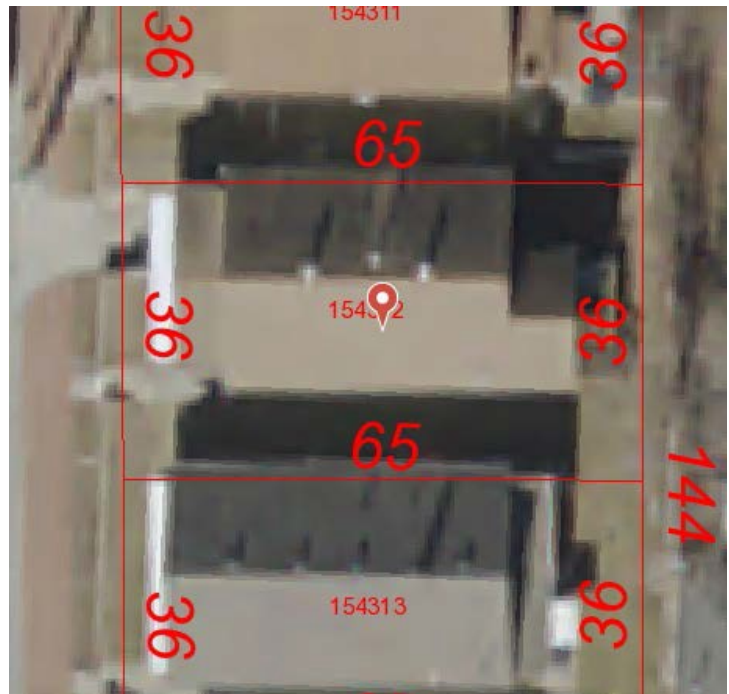
Status of Applicant:
Applicant Showalter
Law Firm
3918 Paseo Royale Blvd
Richmond, Texas 77406

Requested Action:
Approval of a special use permit

Date of Application:
June 28, 2019

Purpose:
To allow a short-term rental/
AIRBNB.

Property Location:
709 North 5th Street



Commission Districts:

Commissioner At Large: Tom Burroughs
District Commissioner: Brian McKiernan

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

Existing Surrounding Zoning:

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

Existing Uses:	North:	Single Family Homes
	South:	Single Family Homes
	East:	Single Family Homes
	West:	Single Family Homes

Total Tract Size: .05 acre

Master Plan Designation: The Downtown Master Plan designates this property as Neighborhood Residential.

Major Street Plan: The Major Street Plan classifies North 5th Street as a Class B Thoroughfare.

Advertisement: The Wyandotte Echo – July 18, 2019
Letters to Property Owner – July 11, 2019 and August 20, 2019

Public Hearings: August 12, 2019 and August 29, 2019

Public Opposition: No one appeared in opposition at the August 12, 2019 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Jennifer Priest of Showalter Law Firm, is representing the property owners of 709 North 5th Street. The property owners wish to operate a short-term rental/ AIRBNB at the property, with a maximum number of 4 guests.

City Ordinance Requirements: 27-592 through 27-606

FACTORS TO BE CONSIDERED

1. *The Character of the Neighborhood.*

The neighborhood is dense residential and zoned for single family use. Homes are on narrow lots and within close proximity of I-70 and the downtown Kansas City, Kansas area.

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

The zoning and uses of properties are laid out above. The proposed use is expected to be compatible with them.

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

The removal of restrictions would not detrimentally affect nearby property. This use would fit in with nearby uses.

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

The property has been used as a single-family residence.

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

Special use permits are not addressed in the Master Plan.

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

Staff recommends that guests be allowed to bring a maximum of two (2) vehicles per stay to accommodate limited street parking.

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

The proposed use is not reasonably necessary for the convenience and welfare of the public, however it would not substantially or permanently injure the appropriate use, visual quality or marketability of adjoining property.

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

This is not an issue.

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

This is not an issue

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

This is not an issue.

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

The relative gain to the public health safety and welfare is minimal. Landowners could still apply for a long-term rental license to use the property for long-term rental if denied.

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

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

PREVIOUS ACTION

None

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on July 29, 2019. Six neighbors were present, and opposition was expressed. Neighborhood meeting minutes, sign-in and affidavit are attached.

KEY ISSUES

Neighborhood Opposition.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 6 to 1 to recommend **APPROVAL** of Special Use Permit Application #SP-2019-89, subject to:

Business License Comments:

1. If approved, applicant will need to file and maintain a current occupation tax application.

Urban Planning and Land Use Comments:

1. If approved, staff recommends approval for one (1) year.

2. Maximum number of guests shall be four (4), maximum number of guest vehicles shall be two (2).

3. How will you communicate with the neighbors?

Applicant Response: Magda Born will be the contact person.

4. How will you pay appropriate lodging taxes?

Applicant Response: Any and all lodging taxes will be paid as necessary.

5. How many rooms are rented?

Applicants Response: There are two bedrooms and each could be used by the renters.

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

Applicant Response: The proposed short-term rental will allow for up to four vacationers and two vehicles to stay on the property during a given rental.

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

Applicant Response: The proposed short-term rental will allow for up to four vacationers and two vehicles to stay on the property during a given rental. Rentals are expected to be on weekends when parking is more readily available. We will tailor our policies to keep neighbors happy as much as possible.

Staff Response: Where will guests park?

Applicant Response: It has a basement garage that is too small for a car, you are able to use it for a motorcycle though. It has a small driveway so it has off street parking for one or two cars.

8. How often are guests in the residence?

Applicants Response: The property will be rented via Airbnb and based on past rental experiences of one of these properties most renting happens during weekends.

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

Applicant Response: We are currently seeking a short-term rental license.

10. Provide a detailed description of the areas rented for AirBNB

Applicant Response: The single-family residence is 2178 square feet. It

has two bedrooms, one bathroom, with a fully equipped kitchen with dining area and living room. The property boasts a covered front porch.

11. Describe how you will maintain a safe environment including:

- a. Working smoke detectors in each bedroom plus each level of the unit/house
- b. GFCI outlets re required in bathrooms
- c. Double keyed locks are not allowed
- d. Copper cannot be used for gas supply lines
- e. Windows must be operable, not blocked or boarded
- f. Handrails are required at sets of 4 or more stairs/ risers
- g. Hot water tank and furnace must be vented properly and operational
- h. Electric panel and circuits must be safe

Applicant Response: The property manager will ensure working smoke detectors are in the bedroom, kitchen and living area of the home. The home is in compliance with GFCI outlets in the bathroom, single keyed locks. The front and rear entry of the home has safety rails on the porch and stairs to ensure renters safety. All windows can be opened and used to enjoy the outdoors. The electrical panel and hot water heater are in compliance with all city codes.

Public Works Comments:

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

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition #**SP-2019-89** subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

August 12, 2019 City Planning Commission Minutes
Neighborhood Meeting Sign-in, Minutes and Affidavit Emails in opposition
Photos submitted by the applicant
Floor plan
Zoning Map
Letter from property owners

REVIEW OF INFORMATION AND SCHEDULE

Action	Planning Commission	Unified Government
Commission	Public Hearing	
SUP	August 12, 2019 Approval	August 29, 2019

STAFF CONTACT: **Kimberly Portillo**
 kportillo@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #**SP-2019-89** as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

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

OR

I move the Unified Government Board of Commissioners **DENY** Petition #**SP-2019-89** as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

August 12, 2019 City Planning Commission Minutes:

Hearing Starts At 47:25:

SPECIAL USE PERMIT APPLICATION #SP-2019-89 – JENNIFER PRIEST WITH SHOWALTER LAW FIRM – SYNOPSIS:

Special Use Permit for a short-term rental/AIRBNB at 709 North 5th Street. Detailed Outline of Requested Action: The applicant, Jennifer Priest of Showalter Law Firm, is representing the property owners of 709 North 5th Street. The property owners wish to operate a short-term rental/ AIRBNB at the property, with a maximum number of 4 guests.

1. The following items were included as part of the record for this case:
2. The City's currently adopted zoning and subdivision regulations;
3. The official zoning map for the area in question;
4. The City's currently adopted Master Plan for the area in question;
5. The staff report and attachments dated August 12, 2019
6. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
7. The Notice in the Wyandotte Echo dated July 18, 2019;
8. The Notices to property owners dated July 11, 2019; and
9. The testimony from case #SP-2019-88.

Planning Director Richardson asked if the Commission had any contact to disclose on this application. (No one responded in the affirmative.)

Present in Support:

- ❖ Magda Born, representing the applicant
- ❖ Justine Underwood-Jones, 431 Ann Avenue, Kansas City, Kansas

Present in Opposition:

- ❖ No one appeared

Staff Recommendation Starts 50:58: Planning Director Richardson stated that the staff recommends approval for one (1) year subject to the revised information received this evening and the stipulations in the staff report.

Motion and Vote Starts 51:11:

On motion by Dr. Serda, seconded by Ms. Huey, the Planning Commission voted as follows to **recommend APPROVAL of Special Use Permit Application #SP-2019-89:**

Carson	Chairman
Ernst	Aye
Huey	Aye
Jones	Aye
Miller	No
Pauley	Aye
Reasons	Aye
Serda	Aye

Cho Not Present
Connelly Not Present
Neal Not Present

Motion to recommend APPROVAL Passed: 6 to 1
Subject to:

Business License Comments:

1. If approved, applicant will need to file and maintain a current occupation tax application.

Urban Planning and Land Use Comments:

1. If approved, staff recommends approval for one (1) year.
2. Maximum number of guests shall be four (4), maximum number of guest vehicles shall be two (2).
3. How will you communicate with the neighbors?

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Applicant Response: It has a basement garage that is too small for a

car, you are able to use it for a motorcycle though. It has a small driveway so it has off street parking for one or two cars.

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- e. Windows must be operable, not blocked or boarded
- f. Handrails are required at sets of 4 or more stairs/ risers
- g. Hot water tank and furnace must be vented properly and operational
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Applicant Response: The property manager will ensure working smoke detectors are in the bedroom, kitchen and living area of the home. The home is in compliance with GFCI outlets in the bathroom, single keyed locks. The front and rear entry of the home has safety rails on the porch and stairs to ensure renters safety. All windows can be opened and used to enjoy the outdoors. The electrical panel and hot water heater are in compliance with all city codes.

Public Works Comments:

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

- 1) None.

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

- 1) None.

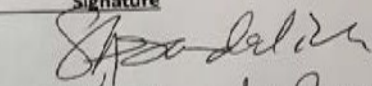
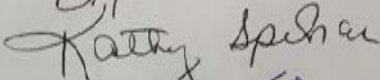
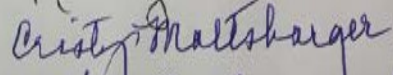
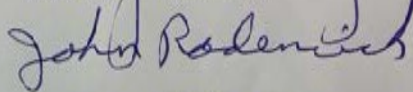
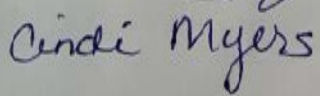
C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:

- 1) None

Meeting attendees for neighborhood
meeting:

709 N. 5th St., Kansas City, KS 66101 and 433 Ann Ave, Kansas City, KS 66101

Monday, the 29th of July, 2019 at 5:30 PM at 709 N. 5th St., Kansas City, KS 66101.

<u>Print name</u>	<u>Signature</u>
Stephanie Sandelich	
Kathy Spehar	
Cristy Maltzbarger	
John Radencich	
Justine Underwood Jones	
CINDI MYERS	

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF KS)
COUNTY OF WY) SS:

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

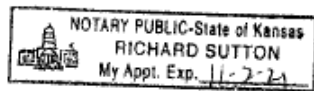
1. That I am the petitioner for Petition # SP-2019-88, SP-2019-89
2. That I conducted a neighborhood meeting on 7/29/2019.
3. Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Urban Planning and Land Use Department.

Further affiant saith not.

Magale V. R.
Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 30 day of July, 2019.

My commission expires 11 of 2, ²⁰²¹~~200~~.



Richard Sutton
Notary Public

Neighborhood meeting about PS – 2019-88 and 89

Prior to meeting received a phone call from a property owner at Strawberry Hill but California resident why wanted to protest. Gave her contact for UG Kimberly Portillo email and phone call.

9 PM after the meeting received phone call from Mr. Messner who lives cross the street and who is concerned that our neighborhood wealth and earnings are going out of state. He is palling to come to the August zoning meeting.

Neighborhood meeting about PS – 2019-88 and 89 took place on Monday July 29th, start time 5.35. 6 residents in attending. (See list with names and signatures). Residents were generally concerned, for how long this will be a short term rental, were worried about parting and unknown individuals roaming the neighborhood. Justine Underwood provided some of the answers. Residents are afraid that this will become an "airbb&b zone". People want to know their neighbors, want to sustain neighborhood feel. People were worried their own parking places will be blocked. Meeting was dismissed at 6.15

From: swells@bak.rr.com
To: "info@wycokck.org"
Cc:
Sent: Monday July 22 2019 4:44:30PM
Subject: SP#'S SP-2019-88 AND SP-2019-89

I am the property owner at 420 Ann Avenue, KCK, 66101.

I have received a letter referencing two permit applications for Short Term Rentals, located at 433 Ann Avenue (SP# SP-2019-88), and 709 North 5th Street (SP# SP-2019-89).

Please advise how I can provide public comment IN OPPOSITION to the issuance of said permits. I have been notified of a neighborhood meeting scheduled for Monday July 29, 2019 to discuss these applications. As I cannot physically attend, I am requesting this email be placed in the record voicing my opposition.

The applicant, Magda Born, has notified me of the meeting and the permit application via US Postal Mail, but did not provide a return address or a means to register opposition.

Please confirm that this opposition will be registered with the Department of Urban Planning. If a response of opposition is necessary directly to the permit applicant, please provide a means by which to notify the applicant.

Regards,

Susan Wells
661-319-0984



Mon 7/29/2019 1:33 PM

Susan Wells <swells@bak.rr.com>

Re: SP#'S SP-2019-88 AND SP-2019-89

To: Portillo, Kimberly

Thank you Kimberly.

I specifically object to the activity of short-term rentals and the potential effects on housing prices, stability of homeownership in the neighborhood, and safety issues associated with ever-changing traffic/occupants in short-term rental properties, including parking, noise, blocking access for residents, and the uncertainty of who is staying in the home.

Wyandotte County Unified Government, along with groups such as the Strawberry Hill Neighborhood Association, St Johns Croatian Club and others have done a wonderful job over the years bringing Strawberry Hill back to a viable place, where families can enjoy community activities and live in an affordable, easily accessible close-knit neighborhood. Our home located at 420 Anne has been in our family over 100 years.

These are several reasons why we object to any short-term rental permits being issued.

Thanks for the follow up and for including these comments.

Sent from my iPhone

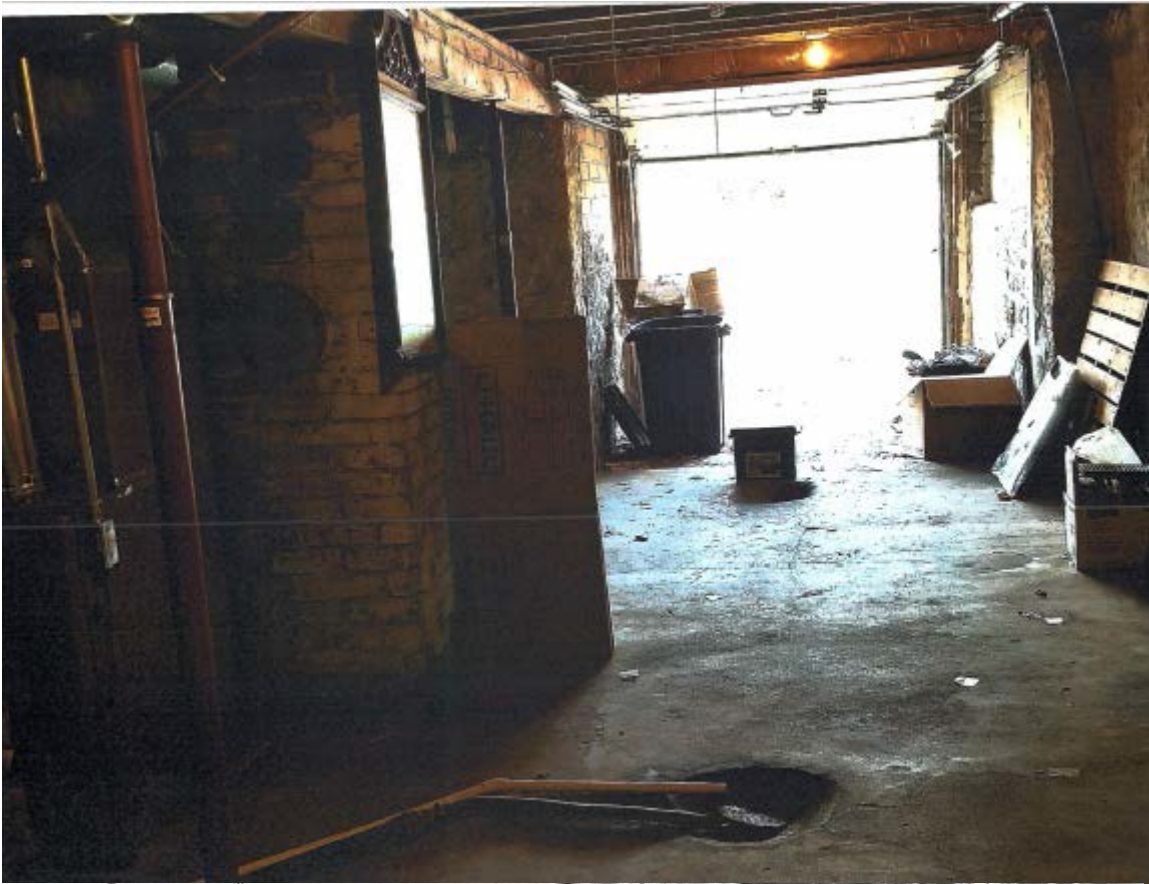


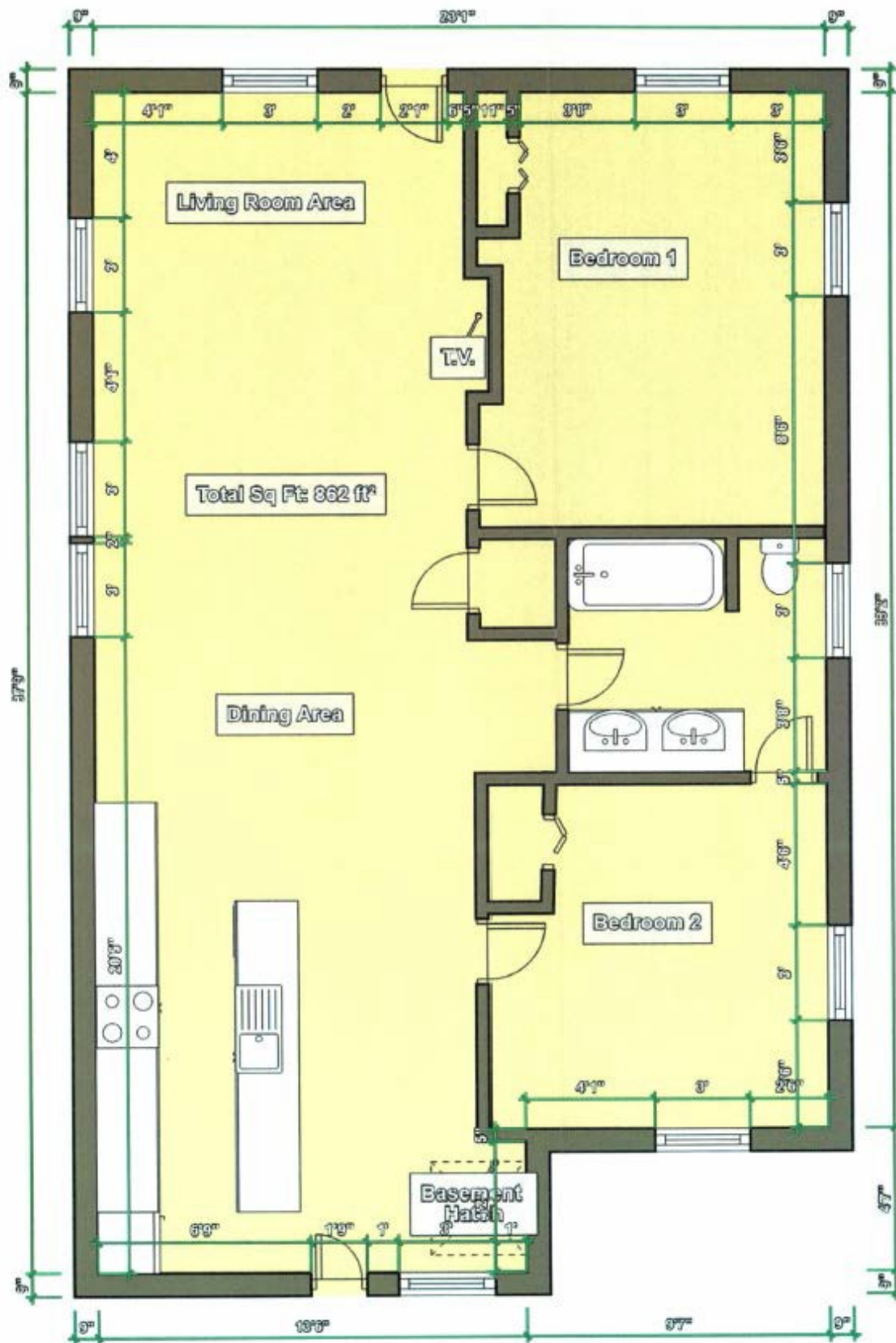














Urban Planning and Land
Use 4953 State Avenue
Kansas City, KS 66102

RE: 709 N. 5th Street Short Term Rental Application

To whom it may Concern,

We, the owners of the property located at 709 N. 5th Street, David W. & Karen M. Showalter, are seeking a short-term rental license in order to turn our current family vacation home into an AirBNB in order to recoup costs that have been put into repairs and ongoing maintenance, as well as allow others to enjoy the neighborhood and surrounding areas. The proposed rentals would be weekend rentals, with the property being cleaned and any maintenance issues handled before the next tenants were to arrive. There are currently no reservations scheduled for the property.

We plan to host a community meeting to introduce the proposed plan to the community and answer any questions and concerns that arise. The property manager, Wesley McKain, will host the meeting, given that he is nearby and oversees the day to day operations for the property. Mr. McKain's contact information will be available to any renters at the property, as well as the local home owner's association for any issues that may arise.

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We are currently seeking a short-term rental license.

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The property manager will ensure working smoke detectors are in the bedrooms, kitchen and living area of the home. The home is in compliance with GFCI outlets in the bathroom, single keyed locks. The front and rear entry of the home has safety rails on the porch and stairs to ensure renters safety. All windows can be opened and used to enjoy the outdoors. The electrical panel and hot water heater are in compliance with all city codes.

David W. Showalter

Sincerely,



Owner, 709 N. 5th St.

19929



**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY
& KANSAS CITY, KANSAS
PUBLIC WORKS DEPARTMENT**

ONE McDOWELL PLAZA

701 NORTH 7TH STREET, 66101

(913) 573-5400
FAX (913) 573-5435

August 15, 2019

Mrs. Bridgette D. Cobbins
Unified Government Clerk
East Building

Re: Subdivision Plat Approval 38LEAVENWORTH

Dear Mrs. Cobbins:

Please be advised that the Engineering Division has reviewed the attached plat of 38LEAVENWORTH FINAL PLAT located at 38th and Leavenworth Road being developed by Farrukh Jamal.

At this time, we recommend that the Commissioners accept this plat and authorize the Mayor/CEO and Unified Government Clerk signatures. I am providing you with two mylars for signature, and one (1) paper copy for Commission review. Please place this on the next scheduled Commission agenda.

After the Mayor has signed the plat, it should be referred to Planning Division for further processing.

Respectfully submitted,

Brent E. Thompson, PS., CPM
County Surveyor

Troy Shaw, P.E.
County Engineer

Attachments

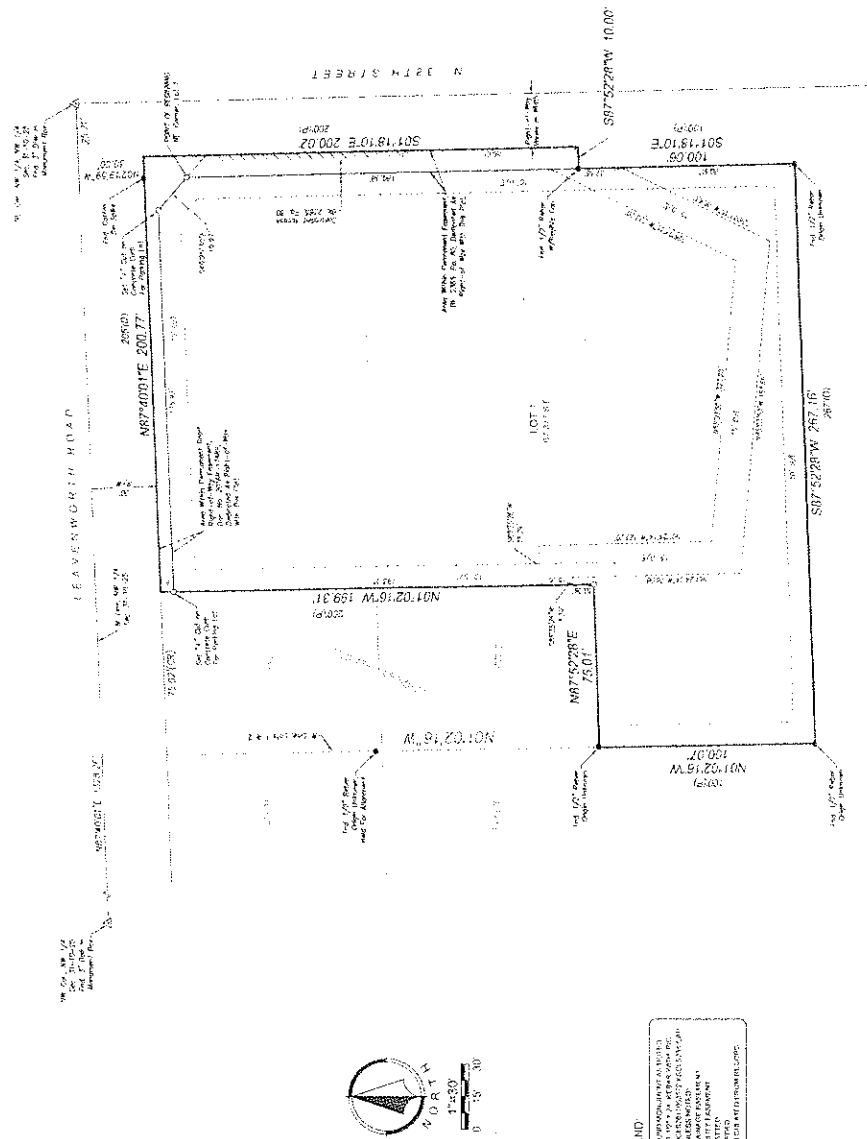
FILED TK

AUG 23 2019

UNIFIED GOVERNMENT CLERK

FINAL PLAT

A REPLAT OF PART OF LOTS 1 AND 2, ORCHARD HEIGHTS, A SUBDIVISION IN THE NW. 1/4 OF SECTION

[illegible]

SOLUTIONS COMPANY, INC.
1000 W. 17TH ST., SUITE 200
DENVER, CO 80202

2000

the presence of the Mediterranean Sea (see Fig. 1). The mean growth of *U. pinnatifida* from the English Channel to the Mediterranean Sea was 1.3 mm year⁻¹ (range 0.9–1.9 mm year⁻¹, based on 1000 specimens) compared with the English Channel and Sea of Marmara of 1.5 mm year⁻¹ (range 1.0–2.0 mm year⁻¹, based on 1000 specimens) and the Adriatic Sea of 1.6 mm year⁻¹ (range 1.0–2.0 mm year⁻¹, based on 1000 specimens). The mean growth of *U. pinnatifida* in the Adriatic Sea was 1.6 mm year⁻¹ (range 1.0–2.0 mm year⁻¹, based on 1000 specimens) compared with the English Channel and Sea of Marmara of 1.5 mm year⁻¹ (range 1.0–2.0 mm year⁻¹, based on 1000 specimens). The mean growth of *U. pinnatifida* in the Adriatic Sea was 1.6 mm year⁻¹ (range 1.0–2.0 mm year⁻¹, based on 1000 specimens) compared with the English Channel and Sea of Marmara of 1.5 mm year⁻¹ (range 1.0–2.0 mm year⁻¹, based on 1000 specimens).

NOTES

At a recent conference, the participants agreed that the most important of the two aspects of the problem is the need for a more effective system of monitoring and evaluation of the impact of the various projects and programmes.

the uncertainty associated with the use of the model. The model was used to estimate the number of people who would be exposed to the highest concentrations of benzene in the area. The model was used to estimate the number of people who would be exposed to the highest concentrations of benzene in the area. The model was used to estimate the number of people who would be exposed to the highest concentrations of benzene in the area.

[illegible]

160167

[illegible]

Journal of Management Inquiry 26(1) 26
DOI: 10.1177/1056492616666666
© The Author(s) 2016

$\frac{d}{dt} \left(\frac{1}{\rho} \right) = - \frac{1}{\rho^2} \frac{d\rho}{dt}$

the two lines will intersect at the origin and the line will be perpendicular to the line $y = 2x + 1$. The line $y = 2x + 1$ has a slope of 2, so the line perpendicular to it will have a slope of $-\frac{1}{2}$. The line $y = 2x + 1$ has a y-intercept of 1, so the line perpendicular to it will have a y-intercept of $-\frac{1}{2}$. The line $y = 2x + 1$ has a x-intercept of $-\frac{1}{2}$, so the line perpendicular to it will have a x-intercept of 1. The line $y = 2x + 1$ has a slope of 2, so the line perpendicular to it will have a slope of $-\frac{1}{2}$. The line $y = 2x + 1$ has a y-intercept of 1, so the line perpendicular to it will have a y-intercept of $-\frac{1}{2}$. The line $y = 2x + 1$ has a x-intercept of $-\frac{1}{2}$, so the line perpendicular to it will have a x-intercept of 1.

Author: _____ **Title:** Shadows of the Past

Description: This book explores the hidden lives of the people who lived in the shadows of the past.

Keywords: _____

ISBN: 978-0-123456-78-9

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Year	Percentage of Population Aged 65 and Over
1900	4.0
1910	4.5
1920	5.0
1930	5.5
1940	6.0
1950	6.5
1960	7.5
1970	8.5
1980	10.0
1990	12.0
2000	16.0

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$$\frac{d}{dt} \left(\frac{1}{\rho} \right) = - \frac{1}{\rho^2} \frac{d\rho}{dt}$$

Individuals may be asked to provide a written statement to the court.

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**STATE OF KANSAS)
WYANDOTTE COUNTY)) SS
CITY OF KANSAS CITY, KS)**

**PLANNING & ZONING AND
REGULAR SESSION
JULY 25, 2019**

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in regular session Thursday, July 25, 2019, with ten members present: Bynum, Commissioner At-Large First District; Burroughs, Commissioner At-Large Second District; Townsend, Commissioner First District; McKiernan, Commissioner Second District; Murguia, Commissioner Third District; Johnson, Commissioner Fourth District; Markley, Commissioner Sixth District; Walters, Commissioner Seventh District; Philbrook, Commissioner Eighth District; and Alvey, Mayor/CEO, presiding. Commissioner Kane, Fifth District, was absent. The following officials were also in attendance: Doug Bach, County Administrator; Gordon Criswell, Melissa Sieben and Emerick Cross, Assistant County Administrators; Ken Moore, Chief Legal Counsel; Bridgette Cobbins, Unified Government Clerk; Robin Richardson, Director of Planning; Byron Toy, Lead Planner; Janet Parker, Administrative Assistant; Kathleen VonAchen, Chief Financial Officer; Debbie Jonscher, Deputy Chief Financial Officer; Reginald Lindsey, Budget Manager; Katherine Carttar, Director of Economic Development; Shaya Lockett, Small Business Liaison; Chris Slaughter, Land Bank Manager; Wilba Miller, Director of Community Development; Jeff Fisher, Executive Director of Public Works; Lynn Melton, Assistant to the Mayor; Maureen Mahoney, Chief of Staff in Mayor's Office; and Captain Ronald Schumaker, Sergeant-at-Arms.

MAYOR ALVEY called the meeting to order.

ROLL CALL: Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson, Markley, Alvey.

INVOCATION was given by Reverend Jared Altic, Wyandotte Christian Church.

Mayor Alvey said we have a delegation from the nation of Bhutan here today. They spent a lot of the day here with us sharing their life and their government with us. I would ask that Phuntsho Rinzin please come up and just offer a few words. Mr. Rinzin is the District Planning Officer.

Phuntsho Rinzin, District Planning Officer of the Dzongkhag Planning Unit, said we are a group of seven from different districts from Bhutan here on an access visit on state and local government, funded by the Department of the U.S. on state and local government. We're here to learn how the local government in the United States of America functions and how you take into consideration taking decisions for communities. We got to learn so much about how the public is taken into consideration in decisionmaking; how they are taken into consideration hearing about their voices, taking their voices and likewise, similar in Bhutan.

All of us work on a local government level. We take our service to the lowest state to every citizen and we provide them, we guide them and we listen to their voices and include and mainstream in every planning period. You know a county that that has a 5-year plan. After 5 years, the democratic election changes and we are the regular civil servant who gives the momentum of the plan period and provide services to the people taking their needs and wants and listening to their needs and wants. Every time to come and we are the group of civil servants of Bhutan who provide from local economy to education to help, and we strengthen community validity and we take care of the environment. We take care of women and child issues at the local government level.

I would like to, on behalf of my team and from the country of Bhutan and on behalf of our king, we have great exposition of the people of the United States of America for sponsoring this program. We would like to appreciate all the

people and look forward to more collaboration in the future. Thank you so much!

Commissioner Markley said I just wanted to say that you said you came here to learn from us, but we learned a lot from you today as well, those of us that were blessed to have lunch with you. We appreciate getting to meet you and you sharing a lot about your country and how it works. We're glad to have met you. Thanks so much.

Commissioner Philbrook said yes, I want to echo the words of Commissioner Markley. I feel very blessed to be able to have lunch with you, to talk with you and for you to tell us about how you care for your people. It's just phenomenal. Thank you very much.

July 25, 2019

Mayor Alvey said now I'd like to ask that our Finance and Budget staff, including Budget Director Reginald Lindsey, please come forward to accept our appreciation for the hard work they put in this year for the 800+ page budget document. That wasn't just assembling them, it was writing. Their analysis and close collaboration with our Unified Government departments all contribute to the success of this 2020 Budget. We look forward to continuing our collaboration this fall as part of the new priority based budgeting process.

We also would like to recognize the Finance Department and Budget Division for having won, again, the Government Finance Officers Association Distinguished Budget Presentation Award for the 2019 Budget. This is the fifth year of having won this award. To receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, an operations guide, a financial plan and a communications device. Congratulations Finance and Budget staff.

MAYOR ALVEY asked the Clerk if there are any revisions to tonight's agenda. **Bridgette Cobbins, UG Clerk**, said yes, a blue sheet has been distributed. Under the Administrator's Agenda we have additional information. It's regarding Item No. 1 for the Budget items. It's Attachment A, submitted as noted in D-4.

Mayor Alvey said tonight we have two distinct parts to our meeting. The Planning & Zoning portion will be handled first followed by the regular commission meeting. I'll ask the Clerk to read the statement required by state law governing the Planning & Zoning portion of our meeting followed by the items on our Planning & Zoning Consent Agenda.

PLANNING AND ZONING CONSENT AGENDA

Bridgette Cobbins, UG Clerk, read the statement, required by law, governing the Planning and Zoning portion of the meeting and the items on the Planning and Zoning Consent Agenda.

Mayor Alvey asked do any members of the Commission have any disclosures, conversations of proponents and opponents of any of the items. There were none.

Mayor Alvey said asked if there are any set-asides. Does any member of the Commission or anyone in attendance tonight wish to set-aside any item on the Planning and Zoning Consent Agenda? If an item is not set-aside, all items on the Planning & Zoning Consent Agenda will be voted on by one vote to follow the recommendation of the Planning Commission.

Cindy Woodall, Hazelwood Villas, KCK said I'd like to set-aside Item No. 1 and it's #3196 for discussion.

Kathy Sellars said I would like to set-aside #3196, Change of Zone. **Mayor Alvey** said that's already been set-aside. Thank you.

Action: Commissioner McKiernan made a motion, seconded by Commissioner Johnson, to approve the Planning and Zoning Consent Agenda, excluding the set-aside. Roll call was taken on the motion and there were nine "Ayes," Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson, Markley.

CHANGE OF ZONE APPLICATION

ITEM NO. 1 – 19872...CHANGE OF ZONE APPLICATION #3196 – DANIEL FOSTER WITH SCHLAGEL & ASSOCIATES, P.A.

Synopsis: Change of zone from A-G Agriculture District to RP-1 Planned Single Family and RP-3 Planned Townhouse Districts for a single family and duplex development at 11234 Haskell Avenue, submitted by Robin Richardson, Director of Planning. The Planning Commission voted 6 to 0 to recommend approval of Change of Zone Application #3196, subject to:

Urban Planning and Land Use Comments:

1. The placement of designated open spaces does not seem adequate to promote use by the neighborhood, much less by the public in general. Please follow best practices to create open space that is visually accessible to all residents of the subdivision.
Applicant Response: As discussed with staff, the layout of the project, including the open spaces, is similar to the layout of Hazelwood Subdivision, which is adjacent to the site. The layout has been modified to provide a private picnic area on the corner of Cleveland Avenue and 112th Street that is 10,000 square feet in size. We have also increased the width of the

areas used to access the open space (35'-70') so they are wider than provided in Hazelwood (30'-35'). We have added a trail network in the open space to improve access. Based on the discussion with staff, the open space on the revised plat is acceptable to staff.

Staff Response: The layout and accessibility of open space in the development has been increased. Staff thanks the applicant for their willingness to make adjustments to the preliminary development plan in order to better accommodate open spaces for the future residents.

2. Is there other land that will be set aside for other community uses?

Applicant Response: As discussed with staff, this project is not large enough to support a clubhouse. We have added a picnic area and trail to the plan.

Staff Response: The Prairie-Delaware-Piper Master Plan requires all new residential developments of 50 to 200 housing units to have at least two amenities, as defined by the Master Plan. Only one of these amenities may be a "small amenity." The walking trail proposed by the applicant would fulfill the "large" amenity requirement. Staff reiterates that for this amenity to qualify, it must fulfill the entire amenity description, including "connect[ing] to the overall trail network within the area." The picnic area proposed by the applicant would fulfill the "small" amenity option. Staff reiterates that for this amenity to qualify, it must be at least 5,000 square feet and contain at least two picnic tables, one shelter, and one barbeque grill/pit.

3. A traffic study showing the traffic distributions in and out of all entrances (North 113th Street, Rowland Avenue, Nogard Avenue, Haskell Avenue, and Cleveland Avenue) needs to be conducted.

Applicant Response: While single family projects generally do not require the preparation and submission of a traffic study, the developer has commissioned the preparation of a traffic study by a very experienced Professional Traffic Operations Engineer® (PTOE) with the nationally recognized firm of TranSystems. The traffic study is included with this submittal.

Staff Response: A Traffic Impact Study for the street entrances, conducted by TranSystems on June 4, 2019, has been submitted by the applicant to staff. Staff would note traffic studies are a regular part of most commercial and residential developments.

4. Please submit draft homeowners' association documents.

Applicant Response: The HOA document preparation is underway and will be submitted when complete. These are typically not required until final plan/plat.

Staff Response: Applicant has provided a draft of the homeowners' association restrictions.

5. The name of the subdivision will be changed.
6. All construction traffic will use Haskell Avenue and will not use Hazelwood streets.
7. The applicant will provide traffic calming mechanisms, one along Cleveland and one along the new street to make this less of a cut-through potential.

Fire Department Comments:

Continue to fulfill all requirements from the Fire Department

1. Compliance with the International Building Code -2012 Edition
2. Compliance with the International Fire Code – 2012 Edition
3. Compliance with current NFPA 101® Life Safety Code
4. Compliance with existing fire codes, all applicable City ordinances, State rules and regulations

July 25, 2019

Public Works Comments:

1. Items that require plan revision or additional documentation before engineering can recommend approval:
 - a. Detailed engineering comments are made by separate technical review of the plans and submitted directly to the applicant. Provide revised plans and responses in accordance with the engineering comments.
Applicant Response: Completed as requested.
 - b. Construction plans shall meet UG standards and criteria and shall be reviewed and approved by UG prior to construction permit acquisition.
Applicant Response: The developer and his consultants are aware of this requirement since this is required on every project in the UG. This note has been added to the plans.
 - c. The County Surveyor makes separate technical review of the plat documents and submits comments directly to the preparer of the plat. Provide revised plat documents in accordance with County Surveyor comments.
Applicant Response: Completed as requested.
2. Items that are conditions of approval (stipulations):
The County Surveyor makes separate technical review of the plat documents and submits comments directly to the preparer of the plat. Provide revised plat documents in accordance with County Surveyor comments.
3. Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents: Final development plans/plat will have to be approved before going to Planning Commission with approval to obtain permits. This will include final engineering calculations, and complete drawings with construction notes and details. The final development plans/plat must meet the requirements of UG standards and criteria. Only preliminary drawings and studies are required at this time.

Robin Richardson, Director of Planning, said this item comes to you recommended for approval from the Planning Commission with several stipulations, including how the construction traffic would enter the site and traffic calming measures within this new proposed subdivision. I believe Mr. Foster is here and can present the rest of the case.

Dan Foster, Schlagel & Associates, P.A., 14920 W. 107th Street, Lenexa, KS, said we are here tonight requesting a rezoning for 48 single-family villas and 16 attached villas for a total of 64 units as part of this project. The site is an 18.28-acre infill site. If you're familiar with it, you've probably seen it on some of your information. We actually have five existing streets that have been stubbed to this property with the intent of those streets being extended through and connected through the middle of this property. Many of those streets are coming from adjacent subdivisions which you'll probably hear from the neighbors about that and some concerns that they have regarding the connectivity of those streets.

Again, those were all preplanned on future plats for those streets to extend through this property and interconnect. That's something that's commonly done throughout the city. In fact, we have to extend three streets from our subdivision into an adjacent undeveloped parcel for future extension of the streets and connectivity.

As Rob stated, we have agreed to doing some traffic calming measures. We have agreed to relocate the plan to that construction entrance on this.

We also had Jeff Wilke from TranSystems, who provided a traffic study for the project to show that there was very low traffic on these streets and there would be no impact on it in terms of severe impact at all. He is here available to answer any questions that you might have.

Mayor Alvey opened the public hearing and asked if anyone present who would like to speak in favor of #3196. No one appeared.

Mayor Alvey asked is there anyone present in opposition who would like to speak on this item.

Cindy Woodall, Hazelwood Villas, said we do not oppose the building of the new addition. As Rob Richardson's fond of telling me, we were never a closed community. I hope the Commission hears me say that the people who bought those homes on stubbed street or in a closed environment believe they were. We've been told that's our own fault for not researching it out.

I want to say that Hazelwood is "a star for the city" as we're a 55 and older neighborhood. The Piper, which is an assisted living and mental health facility, is inside our neighborhood. We have a great many walkers with different disabilities and needs. Many older folks who back out of the driveways without looking.

We have a real need for a slower, calmer community simply by definition of who we are and what we're proving to the city, which is a haven for the 55 and older people who are living out their golden years.

We've requested a couple of things, which is to understand what calming traffic is. As Rob keeps pointing out to me, we need to research it. We need to understand it. We keep hearing traffic calming, but no detail. We've asked for a 20-mile-an-hour speed limit and was told the minimum that you go is 25, but I have photographic. I took pictures of 20-mile-an-hour signs in all the neighborhoods around Hazelwood. Maybe we can't enforce it, but at least if the sign is

there, I can call Officer Vallejo and say, we've got this neighbor who won't slow down. We don't want him to run over our old people.

We only have sidewalks on one side of the street in the neighborhoods, and we're trying to utilize those and encourage the people to use them properly. I don't think I understand what traffic calming means. That's really all we're asking for is lower speed limits, a definition of traffic calming, an actual picture of the way they're going to design the streets, and to make sure that the water flow doesn't flow into the detention ponds that Hazelwood has to pay to keep up.

Maryanne Kancel, Hazelwood Homeowners Association, said I want to start off by thanking staff and thanking the developer for working with us. We appreciate some of the concessions that have already been given considering the nature of the Hazelwood Subdivision; however, we have some questions. We feel like this is really a window of opportunity for us to get as many questions as we can answered.

At the Planning Commission meeting, Mr. Richardson did say that there would be a requirement for traffic calming, as Cindy mentioned, but it hasn't been defined. It's one traffic calming something along Cleveland, and Cleveland runs through the new subdivision on the east side to 115th Street on the west side, which is through Hazelwood. The Hazelwood residents don't know what that traffic calming would be or where it would be located.

Fortunately, UG staff required a traffic study prior to this being before the Planning Commission, so there are some statistics and it showed that the traffic on Cleveland Avenue was somewhere around 375 cars a day. In the proposal, Mr. Foster, I'm sure correctly stated that anything under 1,000 cars a day is not disruptive, but in a 55+ community like Hazelwood, it would be. Hazelwood residents have asked for a 20-mile-an-hour speed limit. Mr. Richardson has set a 25-mile-an-hour speed limit. If you look, AAA in 2011, the AAA Foundation for traffic safety did a study. Just over 20-mile-an-hour there's a big uptick in the percentage of deaths of pedestrians who are hit by cars. If you are 70 or over, it's much greater. The 20-mile-an-hour speed limit would be very beneficial for the Hazelwood community.

Finally, Hazelwood has asked for local only signs because there's a hope and there's some statistical backing that if your streets are designated local only, they will not show up on traffic avoidance apps, which would be really beneficial to Hazelwood, especially during race weekends

because Cleveland will now be the only cut through between Parallel and Georgia so it is going to get increased traffic.

The prohibition of construction traffic to use Cleveland to have to come in through Haskell on the east is great. Hazelwood residents have a question about whether the staging area for construction is going to remain where it was, which is right up next to the east/west dividing line between Hazelwood. May I just make one more comment on the staging area? It not only will bring noise close to Hazelwood, it's also very near Connor Creek, which could have environmental issues if that staging area stays there.

Kathy Sellars, 11149 Nogard Avenue, said I live in Maywood Heights. We have attended all of the scheduled meetings. We were told when we bought the house on Nogard that that would stay a cul-de-sac. For safety reasons of traffic, that would leave—if we should have robberies or crime in the area, that gives them five ways to get out. If you leave that cul-de-sac there, that only gives them two ways out. Any fire, ambulance and police cars we have had them come in there and they've had no problem. They always come from Parallel being that the hospital and the emergency room is on Parallel. I don't think they're going to run through all the neighborhoods to get to one house. I do think that our concerns, when we brought it to the last meeting, I think it was already decided by the committee and it didn't really make a difference what the residents want.

These are our homes, our dream homes that we hope to retire in and less traffic. We have children that have parties and stuff at the end of the cul-de-sac and they block off the traffic, which keeps the children safe. I really don't understand why we have to shove one neighborhood into another neighborhood, to another neighborhood, into another neighborhood until you drive through them all. By the time you're done driving through them all, you don't even know what neighborhood you're in anymore.

Maywood is very quiet. All the neighbors watch out for one another. We like the quiet out there. I'm just afraid that if we go through all of this, I think a lot of people are going to end up moving out because that's why we moved there because it was a nice, quiet neighborhood with only two ways to get in and out.

I don't think anyone on the Commission considers the people here and their peace, quiet and safety. There's no way we can fight back. I wish we would have had a chance for us to vote on this as a neighborhood instead of being told this is what's going to happen.

Mayor Alvey closed the public hearing.

Mr. Foster said a couple of things brought up just really quick. Traffic calming can mean several different things. We haven't really worked that out yet because we have to work with city staff and Public Works. Options for us are traffic circle, like at the intersection of 112th & Cleveland, so those folks are going back and forth across that subdivision. They'd have to go around the traffic circle.

It could also mean some narrowing of the street where, I forget what it's called, but basically it becomes a narrower section and it widens back out which forces people to slow down. Those are just a couple of options. Again, we have to work with staff on those as we're moving through the plan process.

In regards to Nogard and that cul-de-sac, just to be clear, that was a temporary cul-de-sac. Actually, it is located on this property. It's not even located on the Maywood Heights property at all. In order for anything to happen with that, somebody would have to actually acquire that as part of the Maywood Heights because it is actually on this piece of property, as is the turnaround at the end of Cleveland that is part of Hazelwood. It was actually constructed onto this property as well as a temporary turnaround. Again, those were things that happened in the past and these streets were all planned to be connected through.

In terms of the stormwater flow, I stated this at the Planning Commission and I'm going to state it again; this site drains from east to west. It does not drain to any of the Hazelwood detention basins. We have our own detention basin and we're meeting the Unified Government's criteria for stormwater management.

Commissioner Philbrook said I don't drive through there regularly. I've been through there. Are there any speed limit signs through that development right now? **Mr. Richardson** said I don't believe there are in Hazelwood because it's at the standard city minimum speed limit. Ms. Woodall today showed me signs from an adjacent neighborhood of 20-mile-an-hour. I hadn't seen those

before tonight. I think that any other questions—that's as much as I can say on that. Mr. Fisher, with Public Works, is here. He can speak to that more definitely if you need more than that as an answer.

Commissioner Philbrook said yes, I can understand her concerns and why they bought in there. That is a very, very quiet area. I know the commissioner for that district is not here to say anything about that, but he's always about the safety of his community. He's pretty doggit on speed limits and such.

I don't have a problem with 20-mile-an-hour speed limits even though we set—the going rate is like 25, but if we're adding in, is it possible to amend this and put in a 20 or can you guys come to an agreement? **Mr. Richardson** said the request is really not on this subdivision. The request for that is on the adjacent subdivision. **Commissioner Philbrook** said I understand, but I'm saying is there a possibility to add that in as people are driving through. **Mr. Richardson** said I think that it requires a code amendment to do that now that the speed limits been changed for the city. We can do that through another process. If you direct us to do that, we'll bring that forward but it's not related to what's going on in this subdivision.

Mayor Alvey said but you're speaking to a code change. It would affect the entire city. We would go from a 25 to a—**Mr. Richardson** said no, you could limit it to the streets in Hazelwood. **Mayor Alvey** said got you. Thank you.

Mr. Richardson said it does give somewhat of a false sense of security because if they're not followed, people might think that that's being followed when it's really not. It could have other issues related to that. **Commissioner Philbrook** said yes. I don't know. It makes it very difficult. I understand why people want to be able to control what's going on in their community when you add extra folks who are going to be driving through it. They have concerns about what's going to happen, and it is their community.

How would I manage to get that moved forward to just get that changed in that one area? **Mr. Richardson** said I think that you would ask that of the city administrator and he would direct us to do that and then it wouldn't have to change the vote on this tonight.

Commissioner Philbrook asked would you take a look at that, Doug, please. **Doug Bach, County Administrator**, said your request is to bring forward a code amendment that would specifically address the streets on Haskell Avenue.

Commissioner Philbrook asked which streets, ma'am. Would you like to sit up forward and talk about what streets you have your major concern about? **Mr. Richardson** said I think it was the streets in Hazelwood. **Mayor Alvey** said this lady is from Maywood; those ladies are from Hazelwood. **Mr. Richardson** said I think it would be easiest to do it for the whole subdivision. **Commissioner Philbrook** said for that whole new subdivision. **Mr. Richardson** said no, for that existing Hazelwood.

Ms. Woodall said thank you for hearing me. I appreciate that. It is actually Parallel Parkway – Cleveland Avenue, 115th Street – 113th. It's a very closed in community in that area right there. Though we may not be able to affect everybody with the 20-miles-an-hour, we can at least call Officer Vallejo and say can you sit on the corner for a minute. It does make a difference. We already have people stopping at the stop sign after five tickets. **Commissioner Philbrook** said I understand what you're saying. I understand and I would ask that you still be careful with the people driving through there because you know how we are. Sometimes we don't pay attention. **Ms. Woodall** said we have coyotes in the back too but they haven't stolen my dogs. We're all good. **Commissioner Philbrook** said I know. If you don't mind, would you take a look at that? Is that possible, Doug? **Mr. Bach** said yes, it is.

Commissioner Bynum said I wanted to clarify and make sure I'm understanding Ms. Woodall. The request that you made in your comments was not for 20-miles-an-hour in the new subdivision but 20-miles-an-hour in the existing Hazelwood. That's what you're asking for? Okay.

I know that at Public Works & Safety Standing Committee, we have spent a good deal of time talking about speed limits. I will concur with Commissioner Philbrook and request that we do look at whether we can make the Hazelwood area 20. I imagine that would be something that would come forward to the Public Works & Safety Standing Committee separate from this deliberation. **Mr. Richardson** said that's correct.

Commissioner Bynum said the other request was understanding what the traffic calming measures would be. You spoke to that a little bit but I have to tell you, can you speak to it again, for me, sir? **Mr. Foster** said again, it's a matter of working with the Public Works staff and coming up with the options to put in traffic circles, which would be small circles in the intersections that people have to go around, or it would be a narrowing of the lanes in order to be able to take the

road from being like 28 feet down to like 26, so you have this physical narrowing so you end up basically people slow down because they see the road is narrowing and then it widens back out again. Those are just a couple of options.

There is some grade change right at our intersection where we're coming down into a valley or a sag in the road. That just naturally also kind of creates a slowing effect as people are trying to go through that particular road profile.

Commissioner Bynum said thank you. I would just ask that you continue to work with the residents in the existing area to identify what those traffic calming measures could be. Again, I'm guessing that's going to come through the standing committee. **Mr. Richardson** said well, that will come back, the actual design of the traffic calming will come back through Planning Commission with a final plat. The neighborhood will get notice of that.

Just a little bit more on traffic calming measures, it could be visual, it could be texture so you can go from asphalt to brick. You can have horizontal deflection, you can have vertical deflection and other visual things that happen to make the road look narrow so it doesn't look like a straight raceway through there. **Commissioner Bynum** said I don't think that's an unreasonable request.

I would let you know that the commissioner for this district, who's absent tonight, does not like traffic circles. Just for the record, he does not like traffic circles. **Mr. Foster** said okay. Duly noted. **Commissioner Bynum** said we've heard that many, many times so I'll just say it on his behalf since he's not here. Given that we're willing to work on a 20-mile-an-hour speed limit and traffic calling measures I will make a motion to approve.

Action: **Commissioner Bynum made a motion, seconded by Commissioner Walters, to approve Change of Zone Application #3196, subject to the stipulations.** Roll call was taken on the motion and there were eight "Ayes," Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Johnson, Markley; and one "No," Murguia.

SPECIAL USE PERMIT APPLICATIONS

ITEM NO. 1 – 19873...SPECIAL USE PERMIT APPLICATION #SP-2019-51 – VENKATA S. MANTRI

Synopsis: Special use permit for packaged liquor sales at 9801 Parallel Parkway, submitted by Robin Richardson, Director of Planning. The applicant, owner of the convenience store at 9801 Parallel Parkway, wants to build a 1,600 square foot liquor store addition on the north side of the convenience store. The Planning Commission voted 6 to 0 to recommend approval of Special Use Permit Application #SP-2019-51, subject to:

Urban Planning and Land Use Comments:

1. Subject to approval, special use permit shall be valid for two years.
2. Per Business Licensing: If approved, the applicant will need to file and maintain a current occupation tax application.
3. In 2015 and 2016, a plan review was submitted and approved for a convenience store and restaurant; however, only the convenience store, gas pumps and canopy were constructed. If approved, the proposed use will match the existing design and materials as the convenience store and will require a revised final plan review.
Applicant Response: A revised final plan will be submitted at a later date.
4. A variance for proposed liquor store's distance from the church has been submitted. In order for this special use permit to be heard, the variance must be approved by the Board of Zoning Appeals.
Applicant Response: Noted.
5. The utility plan says to reference the plans approved in 2016 submitted by Olsson Associates; however, we need a dimensioned site plan. As previously stated, a final plan review will need to be submitted and approved by the City Planning Commission prior to the Development Review Committee (DRC) and building permitting.
Applicant Response: Key dimensions have been added to the utility site plan.
6. Provide a dimensioned floor plan of the proposed liquor store.
Applicant Response: A dimensioned floor plan has been developed and is attached.
7. What are the proposed hours of operation of the liquor store?
Applicant Response: The store will be open seven days per week with the hours of operation as follows:
 - Monday – Saturday: 10:00 a.m. – 11:00 p.m.
 - Sunday: 11:00 a.m. – 8:00 p.m.
8. What days will you be open?
Applicant Response: See previous response.

Public Works Comments: none.

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Action: Commissioner McKiernan made a motion, seconded by Commissioner Johnson, to approve Special Use Permit Application #SP-2019-51 for two years, subject to the stipulations. Roll call was taken on the motion and there were nine “Ayes,” Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson, Markley.

**ITEM NO. 2 – 19869... SPECIAL USE PERMIT APPLICATION #SP-2019-73 –
CARMEN CABIA-GARCIA**

Synopsis: Renewal of a special use permit (#SP-2017-35 - expired 6/29/2019) for the temporary use of land to keep a food truck at the residence at 2932 South 8th Terrace, submitted by Robin Richardson, Director of Planning. The applicant of El Tenedor KC, LLC, is requesting a special use permit to park a food truck at her residence at 2932 South 8th Terrace. The Planning Commission voted 6 to 0 to recommend approval of Special Use Permit Application #SP-2019-73, subject to:

Business License Comments:

Applicant has filed and maintained a current occupation tax application and vending vehicle license with this office.

Applicant Response: Agreed.

Urban Planning and Land Use Comments:

1. In the updated letter provided, the applicant notes that this arrangement is temporary until they can find a long-term solution for safe storage. In the last year, what progress has been made to find a potential solution for long-term storage of the vehicle?

Applicant Response: Have looked at approximately 6-8 different storage places; however, the style of this truck is too tall to fit in any of those. Still looking.

2. Have there been any issues with neighbors in the last year?

Applicant Response: None.

3. If approved, approved for two years.

Applicant Response: Agreed.

Public Works: none.

Action: Commissioner McKiernan made a motion, seconded by Commissioner Johnson, to approve Special Use Permit Application #SP-2019-73, for two years, subject to the stipulations. Roll call was taken on the motion and there

were nine “Ayes,” Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson, Markley.

ITEM NO. 3 – 19870...SPECIAL USE PERMIT APPLICATION #SP-2019-74 – MARTHA MEDINA WITH MANHATTAN BAR & GRILL LLC

Synopsis: Renewal of a special use permit (#SP-2018-62 - expires 7/27/2019) for a restaurant/drinking establishment with live entertainment at 814 South 12th Street, submitted by Robin Richardson, Director of Planning. The applicant is requesting a special use permit for a drinking establishment, restaurant and live entertainment venue at 814 South 12th Street. This property was approved for a parking variance (#2223) on November 14, 2016 and a special use permit (#SP-2016-73) for a drinking establishment on December 1, 2016. An additional special use permit was approved in July 2018. The Planning Commission voted 6 to 0 to recommend approval of Special Use Permit Application #SP-2019-74, subject to:

Business License Comments:

The applicant has filed and maintained license for drinking establishment. If live entertainment is approved, applicant will need to file application for annual entertainment license.

Applicant Response: If approved, the applicant will make application for an annual entertainment license.

Urban Planning and Land Use Comments:

1. This facility has a non-compliant Ansul fire suppression hood system. KCK Fire Department has recommended no renewal until compliance is obtained by submitting plans for review and approved inspection(s) completed by Fire Department and Building Inspections Department. Staff supports this requirement.

Applicant Response: The fire suppression hood system was updated on Friday, June 21, and a re-inspection scheduled for June 24, 2019.

Staff Response: The inspection passed on July 2, 2019.

2. Provide updated site photos to show the following:

- a. Condition of building (exterior)
- b. Condition of trash enclosure
- c. Landscaping
- d. Screening elements from adjacent properties

Applicant Response: Updated site photos are attached.

1. The original plan was to keep the grey color and add a dark burgundy accent; however, applicant has decided upon a color scheme similar to the sample photo attached. The exterior should be completed within the next 30 to 60 days, with cooperative weather conditions it should be within 30 days.

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2. The gates to the trash enclosure are being installed this week.
3. One of the two trees originally planted by the previous applicant was damaged and had to be removed and is being replaced this week.

Staff Response: Updated photos (provided in attachments) show there is non-compliant signage. In C-3 zoning, one banner sign is allowed per single tenant non-residential building. A maximum of three wall signs are allowed per single tenant building with a maximum sign area of 300 sf. Sign permits must be obtained for all signage. Proper permits and signage are required within 60 days of approval.

3. Have there been any police calls, issues with neighbors, or other disturbances within the last year?

Applicant Response: There was one call made to the police by the applicant because of an intoxicated man who was refused service, asked to leave and would not. The man left prior to the arrival of police.

4. If approved, previous stipulations shall still be applicable:
 - a. Hours of operation shall not exceed 10 a.m. – 2 a.m. daily.
 - b. Security measures outlined in the security camera shall remain in place.
 - c. Applicant must employ a card scanner for live entertainment events.
 - d. Doors and windows will remain closed when entertainment is provided in order to mitigate noise.
 - e. Building façade must be kept in good repair. Windows and doors must be kept in good repair.

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- f. Parking must be screened from adjacent streets by walls, shrubs, trees or other design elements. [Sec. 27-575(e)(4)]

- 1) All trash receptacles shall be enclosed with a screening wall or fence constructed of the same materials as the primary structure. The screen must be a minimum of six feet in height on all sides and designed with the gate facing away from streets or adjacent land uses. All screening materials must be well maintained at all times.
- 2) Two trees are required to meet landscaping requirements. The applicant for #SP-2016-73 planted two trees to meet this requirement. Trees must remain and be healthy or replaced.

Applicant Response: Applicant will comply with all the stipulations outlined in the staff report.

5. If approved, approval is for two years.

Applicant Response: Noted that approval would be for two years.

Public Works: none.

Action: Commissioner McKiernan made a motion, seconded by Commissioner Johnson, to approve Special Use Permit Application #SP-2019-74 for two years, subject to the stipulations. Roll call was taken on the motion and there were nine “Ayes,” Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson, Markley.

ITEM NO. 4 – 19875...SPECIAL USE PERMIT APPLICATION #SP-2019-75 – JACOB S. PATTON

Synopsis: Special use permit for an Airbnb at 819 Southwest Boulevard, submitted by Robin Richardson, Director of Planning. The applicant, Jacob S. Patton, has renovated the two units and would like to use both for short-term rentals/Airbnb at 819 Southwest Boulevard. The Planning Commission voted 6 to 0 to recommend approval of Special Use Permit Application #SP-2019-75, subject to:

Business License Comments:

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

Urban Planning and Land Use Comments:

1. How will you communicate with the neighbors?
Applicant Response: We intend to give out our contact information at the neighborhood meeting as well as times that we meet neighbors face-to-face. We will also provide our contact information in the mailers for notification of the neighborhood meeting.
Staff Response: If a problem were to arise with guests or neighbors, who would be the primary point of contact? How long would a response take?
Applicant Response: Jake Patton will be the primary point of contact at 816-872-9619. The expected response time to the property is expected to be 10 minutes or less.
2. How will you pay appropriate lodging taxes?
Applicant Response: We will list our home through services that collect appropriate taxes for us i.e. Airbnb and VRBO.
3. How many rooms are rented?
Applicant Response: This property is a duplex and both units will be listed. Each unit consists of three bedrooms and two full bathrooms.
4. What is the maximum number of people that will be staying at any one time?
Applicant Response: We would prefer to list the maximum occupancy for each unit at six people.
5. What is the maximum number of vehicles and where will they park?
Applicant Response: We will request that guests bring no more than two vehicles per unit. We have three parking spaces available in our driveway which would require one vehicle to be parked on the street if the maximum number of vehicles are at the property.
6. How often are guests in the residence?
Applicant Response: The residence will not be rented until we've received the proper permits and until that time, we are unsure how often guests will be at the home.
7. Do you have a rental license from the Unified Government?
Applicant Response: We are currently in the process of obtaining this license. We have completed the application, paid the fee, and are waiting for our final inspection of the property.
8. Provide a detailed description of the areas rented for Airbnb.
Applicant Response: Each unit at 819 Southwest Boulevard consists of three bedrooms and two full bathrooms, a kitchen, living room, dining room and entry. Each bedroom has its own closet and each bathroom has a shower and vanity. The interior of the property has been completely remodeled to provide the modern amenities for safety and comfort. The only shared space between the two units is on the exterior including the yard, deck and private parking spaces attached to the home. Each unit has its own private entry with a coded, automatic deadbolt.
9. Describe how you will maintain a safe environment including:
 - a. Working smoke detectors in each bedroom plus each level of the unit/house
 - b. GFCI outlets are required in bathrooms
 - c. Double keyed locks are not allowed
 - d. Copper cannot be used for gas supply lines

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- e. Windows must be operable, not blocked or boarded
- f. Handrails are required at sets of four or more stairs/risers
- g. Hot water tank and furnace must be vented properly and operational
- h. Electric panel and circuits must be safe

Applicant Response: This property has undergone a full remodel. Building permits were pulled for the project and the building has been brought up to current building code requirements. Some updates include hardwired smoke detectors and CO2 detectors installed throughout the house per current code. GFCI outlets have been installed in kitchens and bathrooms. Exterior doors are not double keyed. All copper gas lines have been removed from the property and replaced with steel gas lines. All windows throughout the house have been refurbished so that they are operable, and all broken glass has been replaced. Handrails have been installed in appropriate locations. Each hot water tank and furnace have been recently serviced and proper venting has been verified. Each unit has had a brand-new electric service panel installed per current code.

10. Will the host remain on-site while guests are staying?

Applicant Response: The host may or may not be on-site. If not on-site, the host will likely be at their residence, approximately eight minutes away.

11. Provide photos of interior area where guests will stay.

Applicant Response: Photographs submitted.

12. If approved, approval for one year.

Public Works Comments: none.

Action: Commissioner McKiernan made a motion, seconded by Commissioner Johnson, to approve Special Use Permit Application #SP-2019-75 for one year, subject to the stipulations. Roll call was taken on the motion and there were nine “Ayes,” Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson, Markley.

ITEM NO. 5 – 19871...SPECIAL USE PERMIT APPLICATION #SP-2019-78 – DENNIS ZOLOTOR

Synopsis: Renewal of a home occupation special use permit (#SP-2017-13 - expired 3/30/2019) for an in-home safety business (internet and in-person sales of firearms and supplies) and consulting services providing safety, security and firearms training at 3136 South 73rd Terrace, submitted by Robin Richardson, Director of Planning. The applicant seeks the renewal of a special use permit to continue operating his business from his primary residence. The applicant’s business, Safe & Sound Consultants, LLC, specializes in internet safety, security, and environmental health

consulting, as well as conducts firearms sales. The Planning Commission voted 6 to 0 to recommend approval of Special Use Permit Application #SP-2019-78, subject to:

Urban Planning and Land Use Comments:

1. Proof of compliance with original stipulations, which were in effect for the most recent renewal, SP-2017-13. The applicant shall have:
 - a. No signs
 - b. No employees other than members of the immediate family residing on the premises
 - c. No more than two clients at any one time
 - d. Hours of operation being Monday through Friday from 6:00 a.m. – 9:00 p.m. and Saturday and Sunday from 10:00 a.m. – 6:00 p.m.
 - e. Ammunition on the premises shall be limited to the amount that is for the applicant's personal use only.

Applicant Response: Stipulations acknowledged.

2. Have there been any complaints by neighborhoods about the property or the home business since the last public hearing for renewal on March 30, 2017?

Applicant Response: I have not received any complaints from my neighbors, nor am I aware of any complaints regarding my home business made to the Unified Government.

3. Please provide updated photos of the business/office space.

Applicant Response: No photos have been sent.

4. Subject to approval, this special use permit shall be valid for five years.

Public Works Comments: none.

Action: Commissioner McKiernan made a motion, seconded by Commissioner Johnson, to approve Special Use Permit Application #SP-2019-78 for five years, subject to the stipulations. Roll call was taken on the motion and there were nine "Ayes," Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson, Markley.

ITEM NO. 6 – 19876...SPECIAL USE PERMIT APPLICATION #SP-2019-79 – MATT BRODINE

Synopsis: Home occupation special use permit for a short-term rental/Airbnb at 1316 North 20th Street, submitted by Robin Richardson, Director of Planning. The applicant, Matt Brodine, has requested a special use permit to operate as a short-term rental/Airbnb for up to six guests out of his primary residence at 1316 North 20th Street. The Planning Commission voted 6 to 0 to recommend approval of Special Use Permit Application #SP-2019-79, subject to:

Business License Comments:

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

Applicant Response: We will do this. Please direct me to the application.

Urban Planning and Land Use Comments:

1. How will you communicate with the neighbors?

Applicant Response: We have already had a neighborhood meeting in which our neighbors were very supportive and offered to help us in any way. We have monthly HWNA meetings and have plenty of contact to be able to communicate with our neighbors.

2. How will you pay appropriate lodging taxes?

Applicant Response: We plan to file an occupation tax application to comply with this.

3. How many rooms are rented?

Applicant Response: We will rent the main floor, upper floor and garage area. This includes three bedrooms, kitchen, dining, living room, and single bay garage area.

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

Applicant Response: Max occupancy will be set at six people.

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

Applicant Response: Two vehicles will be allowed. There will be space for one vehicle in the garage and ample space for one or two vehicles in the driveway.

6. How often are guests in the residence?

Applicant Response: We plan to set availability seven days a week when we are away from home.

7. Do you have a rental license from the Unified Government?

Applicant Response: If required, we will apply for this.

8. Provide a detailed description of the areas rented for Airbnb.

Applicant Response: See response to question #3.

9. Describe how you will maintain a safe environment including:

- a. Working smoke detectors in each bedroom plus each level of the unit/house
- b. GFCI outlets are required in bathrooms
- c. Double keyed locks are not allowed
- d. Copper cannot be used for gas supply lines
- e. Windows must be operable, not blocked or boarded
- f. Handrails are required at sets of four or more stairs/risers
- g. Hot water tank and furnace must be vented properly and operational
- h. Electric panel and circuits must be safe

Applicant Response:

- a. Done
- b. Done
- c. Understood
- d. Understood
- e. Done

- f. Done
- g. Done
- h. Done

10. Will the host remain on-site while guests are staying?

Applicant Response: No.

11. Provide photos of interior area where guests will stay.

12. Maximum number of guests allowed is six.

13. Maximum number of vehicles for guests allowed is two.

14. If approved, approval for one year.

Public Works Comments: none.

Action: Commissioner McKiernan made a motion, seconded by Commissioner Johnson, to approve Special Use Permit Application #SP-2019-79 for one year, subject to the stipulations. Roll call was taken on the motion and there were nine “Ayes,” Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson, Markley.

PLAN REVIEW APPLICATIONS

ITEM NO. 1 – 19877...PLAN REVIEW APPLICATION #PR-2019-11 - DAVE OLSON WITH SC INVESTORS KCK, LLC

Synopsis: Preliminary and final plan review for a primary care medical office facility at 9801 Parallel Parkway, submitted by Robin Richardson, Director of Planning. The applicant with SC Investors KCK, LLC, wants to build a 7,786 square foot primary care medical office facility, in conjunction with a lot split at 9801 Parallel Parkway. This includes a preliminary development plan for Lots 3A and 3B and a final development plan for Lot 3B only. The Planning Commission voted 6 to 0 to recommend approval of Plan Review Application #PR-2019-11, subject to:

Urban Planning and Land Use Comments:

General Planning:

1. A future final development plan shall be required for Lot 3A retail space at the time of development.
2. As a stipulation of approval, no development may commence until such time as the development agreement has been amended.

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3. Staff has been working with the applicant to develop drive entrances that do not cause conflicts with traffic along North 98th Street and Troup Avenue.
4. Review and respond to the attached comments from Conservation District.
Applicant Response: Acknowledged.
5. Update building and site data chart on Sheet C300 to indicate the following parking requirements: Sec. 27-668 Special Parking Needs, medical and dental clinics. One space for each 200 square feet of floor area. Building S.F. 7,786. Parking required: 39.
Applicant Response: Parking count on Sheet C300 has been updated per the above.
6. Parking lot shall be paved and striped.
 - Accessible spaces shall be ADA compliant
 - a. Symbols shall be painted on the ground.
 - b. Sign placards shall be installed in front of the stall at 60" above the finished floor or ground surface measured to the bottom of the sign.
 - c. Access aisle shall be a minimum of 60" wide and extend the full length of the parking stall.
 - d. One in every six accessible spaces shall be designated as "Van Accessible."*Applicant Response:* Accessible parking is ADA compliant per grading details and dimensions. Van accessible parking has been provided.
7. Identify location of dumpster enclosure.
Applicant Response: Dumpster enclosure shown on plans. Elevations provided by Architect.

Landscaping and Screening:

1. Commercial Design Guidelines call for a 75% multiplier of trees required. $55,756.8 \text{ total site area} / 7,000 \text{ sf} = 8 \text{ trees required}$ CDG 75% Multiplier: $8 \times .75 = 6 \text{ trees required}$ Total= 14 trees, this does not include the street trees that are required in comment 3 below but can include parking lot island trees.
Applicant Response: The above trees have been included with the revised landscape plan.
2. One shade tree is required per 20 stalls. 67 stalls = 4 shade trees.
Applicant Response: Shade trees have been added to the landscape plan per the requirement
3. Sec. 27-577(b)(3) Street trees are required to be provided for every 30 feet of street easement or frontage. As part of the previous final development plan for this site and the adjacent convenience store site street trees were calculated and approved along 98th Street and Troup Avenue. Redesign of this site shall not reduce the number of trees required per the previous approvals. Additional trees are needed for this site.
Applicant Response: Street trees have been added to the landscape plan per the requirement
4. New construction must provide at least a 25-foot landscape zone between structures and/or parking lots and all public streets and access easements 40 feet wide or greater. Revise along Troup Avenue.
Applicant Response: The parking lot has been modified to provide a 25' landscape buffer along Troup.

5. The Prairie Piper Delaware Master Plan states that all development shall have a streetscape that include street trees, pedestrian scale lighting along sidewalks and plantings. In addition to street trees, update to include pedestrian street lighting at regular interval along the sidewalks.

Applicant Response: The photometric plan has taken into account the requirement for pedestrian level lighting along the public sidewalks along with the light from 98th Street lighting, per your email regarding adequate lighting along public sidewalk in reference to the gas station.

6. The Commercial Development Overlay District requires a landscape buffer around all parking and paved areas. Provide a continuous row of shrubs not to exceed 30" in height and/or low architectural wall around all parking and pavement areas.

Applicant Response: A continuous row of shrubs not to exceed 30" in height has been added all around parking.

7. Sec. 27-577(d)(1) At least 75 percent of the length of the building foundations facing public streets, the exterior of the development, or common spaces must be planted with ornamental plant material such as ornamental trees, flowering shrubs, perennials, and groundcovers.

Applicant Response: Landscaping has been added to at least 75% of the building façade facing both 98th Street and Troup Avenue.

8. The master plant palette for this development, derived from the Legends Auto Plaza Conceptual Design Guide, is as follows:

Trees

- a. Autumn Blaze Maple
- b. Armstrong Columnar Maple
- c. Imperial Honey Locust
- d. Autumn Brilliance Serviceberry
- e. Eastern Redbud
- f. Summer Snow Japanese Tree Lilac
- g. Eastern White Pine

Native Grasses

- a. Little Bluestem
- b. Prairie Dropseed

Applicant Response: The plant palette has been updated to the above.

9. All shade trees shall be at least 2" caliper. All evergreens shall be at least 6' in height. All shrubs shall be 5 gallons, external to the site and 3 gallons internal to the development when planted.

Applicant Response: This has been updated on the landscape plan.

Building and Architectural Design:

1. Provide material palette with sample materials.

Applicant Response: Sample material palette has been provided and includes:

- a. Beldon brick in black diamond velour
- b. Glen gery brick in aspen white
- c. Dryvit stucco & EIFS, color 612 Moonlight, textures quarzputz and sandpebble

Staff Response: Sheet A-201, the EIFS on the north elevation exceeds the maximum percentage per façade. Each façade is permitted to have 15%. The north elevation is 18% EIFS. Reduce to 15% for permitting.

Applicant Response: See attached revised Sheet A-201. The north elevation has been revised to remove EIFS 2 and replace with Stucco 2, the east and west have been revised as well as band wraps the corner of the building. Each façade now has 15% or less of EIFS reducing the total EIFS percentage to 10.25%.

2. Downspouts shall be internalized.

Applicant Response: All downspouts are internalized; all canopy awnings have scuppers in lieu of downspouts.

3. All lighting shall have 90-degree cutoff fixtures.

Applicant Response: Parking lot pole fixtures are 90-degree cutoff fixtures. Building wall packs are 90-degree cutoff and the decorative wall sconce is an up/down light. Please advise if this is acceptable.

4. Provide color elevations and materials for dumpster enclosure. All trash receptacles shall be enclosed with a screening wall or fence constructed of the same material(s) as the primary structure. The screen must be a minimum of six feet in height on all sides and designed with the gate facing away from the streets or adjacent land uses.

Applicant Response: See attached Sheet A-201 for color elevations of trash enclosure. Enclosure provides screening on all four sides and is constructed of a CMU masonry wall clad with the same brick as the primary building structure. The enclosure provides screening that is more than 6'-0" tall on all sides with the gate facing the parking lot.

5. All utility connections must be screened with landscaping or an architecturally designed screen wall. All utilities mounted on the wall must be painted to match the building.

Applicant Response: Utilities shall be screened with landscaping, please see revised landscape plan L100. Architectural plans and elevations have been revised to include a note which states, "Exterior wall-mounted equipment including, but not limited to, mechanical equipment, utilities and meter banks shall be painted to blend with the building, reference mechanical and electrical for locations."

Staff Response: The BPU transformer pad depicted on civil sheets, Sheet C500, shall be completely screened on three sides with 6-foot junipers setback three feet from the pad and 10 feet from the door opening. Additionally, if the transformer doors open towards the parking lot, the 10-foot setback is established in the parking lot, therefore, the gate/enclosure shall be constructed in front of the transformer. If this cannot be accomplished, relocation of the transformer may be necessary for permitting.

Applicant Response: See attached Sheets C300, C500 and L100 for gate and 6' trees with 3' offset provided around the transformer. 10' setback has been provided to the edge of pavement from the enclosure gate.

6. Commercial development should take into account the architectural design of all building elevations- 360 degrees. Quality design should be expressed on all elevations of a building. The east and west facades are treated the same as the front façade. Revise to incorporate the same architectural detail on each façade.

Applicant Response: Large expanses of glazing as seen on the north and south faces are not possible along the east and west facades due to the program on the interior. The east and west sides of the building are lined with exam rooms which require privacy. The windows in the exam rooms have been revised to be taller to provide more glazing along

the east and west facades, but still provides privacy to the exam rooms. Canopies/awnings have been added to the south, east and west facades to mimic the north façade. Full height brick areas have also been added to the east and west facades to more closely resemble the north and south facades.

7. In order to break up the monotonous appearance of long facades, a building wall no more than 45 feet in length should be divided into increments of no more than 45 feet through articulation of the façade. This can be achieved through combinations of at least three of the following techniques:
 - a. Divisions or breaks in materials
 - b. Building offsets (projections, recesses, niches)
 - c. Window bays
 - d. Separate entrances and entry treatment
 - e. Variation of roofline.

Revise east and west facades.

Applicant Response: There are no continuous lengths of wall greater than 45 feet. All facades have been broken up with.

- a. Divisions or breaks in materials
- b. Building offsets
- c. And variation of roofline

See attached elevations for clarification.

8. Revise materials to match the Representative Materials Palette Summary in Legends Auto Plaza Conceptual Design Guide. See guide in attachments.

Applicant Response: Masonry material are a mix of full depth Glen Gery and Beldon brick, the colors black diamond velour and aspen white look similar to examples shown on the material palette summary provided. Storefront shall be a black anodized aluminum finish. EIFS and stucco materials have been reduced in quantity and will look similar to a concrete panel system. Please advise if this is acceptable.

9. Sec. 27-526h(1) For new construction, windows, windows with awnings and covered pedestrian walkways should total at least 60 percent of the building frontage along public streets or parking lots. Windows should be for display purposes or to allow viewing both into and out of the interior. Revise elevations to meet this requirement.

Applicant Response: Additional glazing and awnings have been added to accommodate this requirement, please see attached elevations with summary table.

Signage:

1. All signage shall comply with the sign code.

Public Works Comments:

1. Items that require plan revision or additional documentation before engineering can recommend approval: none.
2. Items that are conditions of approval (stipulations):
 - a. Provide staff with a cross-access easement document for Lot 3B for future connection with Lot 2, the undeveloped parcel west of the proposed development i.e. Spira Care Medical Facility. The cross-access easement document shall be reviewed and approved by UG

- staff. Thereafter, on final approval, the easement document shall be signed, executed and recorded with the Wyandotte County Register of Deeds and a copy provided to UG staff prior to construction permit acquisition.
- b. Construction plans shall meet UG standards and criteria and shall be reviewed and approved by UG prior to construction permit acquisition.
 3. Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents: none.

Action: **Commissioner McKiernan made a motion, seconded by Commissioner Johnson, to approve Plan Review Application #PR-2019-11, subject to the stipulations.** Roll call was taken on the motion and there were nine "Ayes," Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson, Markley.

ITEM NO. 2 – 19878...PLAN REVIEW APPLICATION #PR-2019-17 - RODRIGO RIVERA WITH IGLESIA PENTECOSTAL CASA DE DIOS

Synopsis: Preliminary and final plan review for interior remodel and parking improvements at 1010, 1014 and 1020 Armstrong Avenue, submitted by Robin Richardson, Director of Planning. The applicant is requesting a preliminary and final plan review for parking lot improvements and remodeling to the interior of the Casa de Dios building. Parcels lay within the Granada Theatre historical environs. The Planning Commission voted 6 to 0 to recommend approval of Plan Review Application #PR-2019-17, subject to:

Urban Planning and Land Use Comments:

1. How will the applicant incorporate downtown mixed-use characteristics, as defined by the Downtown Master Plan, into the property, especially the parking lot that will serve as the corner of Armstrong Avenue and North 10th Street?
Applicant Response: The building exterior will be upgraded and re-painted with existing windows being removed/replaced and new building entrances provided. The existing building, which is not currently being used, will become functional and usable again. The perimeter of the property and the parking lot areas will be upgraded with new landscaping per the proposed plan to meet the city's requirements and guidelines.
2. Follow the best management practices outlined in the Wyandotte County Conservation District letter.
Applicant Response: Please note that we have submitted erosion control plans in response to the Engineering's review comments under separate cover for review and approvals.

3. Per 27-676(a), a parking lot with 101 to 150 parking spots needs 5 ADA-accessible parking spots. The current plan only has four accessible spots. Applicant must either add an additional spot or apply for a variance.
Applicant Response: Please note that we have revised the plan to incorporate 5 ADA stalls.
4. Landscaping
 - a. Section 27-699(a)(6) requires one tree planted for every 20 parking spaces, in addition to any other landscaping requirements. Five trees are required for the 95 parking spaces located at 1020 Armstrong, and one tree is required for the parking lot at 1010 Armstrong. Applicant must either add the requisite six additional trees to the landscape plan or apply for a variance.
Applicant Response: The required trees have been added to the latest revised LS Plan.
 - b. Applicant is requesting only one tree be planted among the 123-foot western boundary of 1014 Armstrong. Applicant must either plant five trees along the buffer between Parcel 080432 (zoned C-O) and Parcel 080434 (zoned R-1(B)) or apply for a variance.
Applicant Response: The required trees have been added to the latest revised LS Plan.
 - c. Tree landscaping along Armstrong Avenue is sufficient for now, but staff may request trees to be concentrated on 1014 Armstrong, as per Section 27-700(a)(1).
Applicant Response: Acknowledged.
5. No overnight parking is allowed.
Applicant Response: Acknowledged.
6. An outdoor dumpster to service the property was not marked on site plans. Will there be an outdoor dumpster on the property? If so, a trash enclosure must be at least the height of the dumpster and shall remain locked at all times.
Applicant Response: No outdoor dumpster is planned for the project. Trash service is proposed to be provided via curbside, pick-up service.
7. All signs must be awarded a sign permit and shall conform to UG sign ordinances, unless a variance is first permitted.
Applicant Response: Acknowledged.
8. Provide photos of the current state of the property.
Applicant Response: See attached aerial and screen shots.
9. Church must immediately cease illegal parking on 1001, 1005 and 1007 Minnesota Avenue.
Applicant Response: Acknowledged.
10. What exterior renovations will be done to the existing building.
Applicant Response: The exterior of the building is proposed to be painted and the exterior windows will be removed/replaced. Also new building entrances will be installed.

Public Works Comments:

1. Items that require plan revision or additional documentation before engineering can recommend approval:

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- a. Detailed engineering comments are made by separate technical review of the plans and submitted directly to the applicant. Provide revised plans and responses in accordance with the engineering comments.
Applicant Response: Acknowledged.
- b. Construction plans shall meet UG standards and criteria and shall be reviewed and approved by the UG prior to construction permit acquisition.
Applicant Response: Acknowledged.
2. Items that are conditions of approval (stipulations): none.
3. Comments that are not critical to engineering's recommendations for this specific submittal but may be helpful in preparing future documents: none.

Action: Commissioner McKiernan made a motion, seconded by Commissioner Johnson, to approve Plan Review Application #PR-2019-17, subject to the stipulations. Roll call was taken on the motion and there were nine "Ayes," Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson, Markley.

ITEM NO. 3 – 19879...PLAN REVIEW APPLICATION #PR-2019-18 - BRIAN HILL WITH MKEC ENGINEERING, INC.

Synopsis: Preliminary and final plan review for construction of a maintenance storage facility at 2600 North 44th Street, submitted by Robin Richardson, Director of Planning. The applicant has previously received approval for a preliminary and final plan review for the demolition of the existing elementary and middle school. The school buildings will be replaced by a new elementary school being built in 2019-2020. This request is to build a maintenance equipment storage facility. The Planning Commission voted 6 to 0 to recommend approval of Plan Review Application #PR-2019-18, subject to:

Urban Planning and Land Use Comments:

1. Provide measurements for parking lot and parking spaces, to ensure compliance with parking lot ordinances.
Applicant Response: There will be no permanent parking spaces at the storage facility. This facility will not have any personnel assigned to work at this location so the only vehicles at this facility will either be stored in the buildings or coming through to pick up or drop off equipment or material from storage. Large overhead garage doors on the buildings will open to the inner paved courtyard area. Overall dimensions in the courtyard area are provided on Sheet C03 – Paving Plan.

Staff Response: Spoke with applicant about the parking situation. The nature of the facility and the ample paved spaced should be sufficient to contain any temporary parking that may need to occur.

2. Provide landscaping plan, including trees and shrubs that will be added.
 - a. Trees should be placed around in the exterior fencing in order to visually soften the view of the fence and storage facility buildings from the nearby residences.
 - b. One tree is required for every 7,000 square feet of non-residential use.
 - c. There must be landscaping around the parking lot.

Applicant Response: Sheet L01 – Landscape Plan, has been added to the plan set. a.) Trees have been added to complement the landscape plan prepared for West Park Elementary School, currently under construction at the same site (PR-2018-34). b.) The site measures approximately 37,500 square feet and six street trees have been added to meet the one tree per 7,000 square feet requirement. Trees in the proximity of the facility to be planted as part of the West Park Elementary School improvements are noted on the plan as existing trees for reference. c.) Shrubs and ornamental grasses are included at the entrances to the facility. The entire paved area of the facility is bordered by the buildings and cedar picket privacy fence.

Refer to Sheet L01 – Landscape Plan for additional information concerning the landscaping.

3. Lampposts should be constructed, and lighting directed, in a manner that does not disturb the neighborhood. Provide a light analysis.

Applicant Response: Sheet E01 – Site Photometrics Plan, was included in the original submittal. It includes a light analysis showing the impact of the lighting to be included in the storage facility. All exterior lighting is provided by wall-mounted fixtures on the storage buildings. Fixtures are LED meeting IES cutoff optic standards to direct the majority of light below nadir.

4. Please describe the construction materials, landscape and screening for this project.

Applicant Response: The construction materials of this project are as follows. The three buildings are steel framed and clad in insulated metal panels with a smooth finish. The roof is a standing seam panel that matches the vertical insulated metal panels. The storage buildings will have insulated metal garage doors and main doors that will be painted to match the exterior insulated metal panels. The salt storage shed is made of cast in place concrete that is integrally colored to match West Park Elementary and has the same standing seam roof panels as the three storage buildings. The screening for the project will be a cedar picket fence that will have a clear sealer on it and be 8'-0" high and align with masonry corner posts that are composed of a red brick blend that will match West Park Elementary. Landscaping is detailed in the response to comment 2 above. The material board was submitted to Byron Toy on June 13th at 12:30 p.m. A digital material board was also submitted in the combined PDP/FDP submittal on May 24, 2019.

Staff Response: Material board has been received.

Public Works Comments:

1. Items that require plan revision or additional documentation before engineering can recommend approval: Construction plans shall meet UG standards and criteria and shall be reviewed and approved by the UG prior to construction permit acquisition.

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Applicant Response: Comment acknowledged.

2. Items that are conditions of approval (stipulations):
Construction plans shall meet UG standards and criteria and shall be reviewed and approved by the UG prior to construction permit acquisition.
3. Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents: none.

Action: Commissioner McKiernan made a motion, seconded by Commissioner Johnson, to approve Plan Review Application #PR-2019-18, subject to the stipulations. Roll call was taken on the motion and there were nine "Ayes," Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson, Markley.

PLANNING AND ZONING NON-CONSENT AGENDA

SPECIAL USE PERMIT APPLICATION

ITEM NO. 1 – 19874...SPECIAL USE PERMIT APPLICATION #SP-2019-71 – DEBORAH JONES WITH JONES BAR-B-Q

Synopsis: Special use permit for live entertainment in conjunction with existing restaurant at 6706 Kaw Drive, submitted by Robin Richardson, Director of Planning. The applicant has requested a special use permit to have live jazz from 11:00 a.m. to 11:30 p.m. on Thursday and Friday, along with alcohol sales in conjunction with an existing barbecue restaurant, Jones BBQ, located in a strip center at 6706 Kaw Drive. The Planning Commission voted 5 to 1 to recommend approval of Special Use Permit Application #SP-2019-71, subject to:

Business License Comments:

If approved, applicant will need to file and maintain current annual entertainment license.

Urban Planning and Land Use Comments:

1. Subject to approval, this special use permit shall be valid for one year.
Applicant Response: Yes.
2. The applicant has stated that the form of live entertainment will be jazz music on the patio. Staff has concerns that loud music or a dance club/lounge atmosphere would be a nuisance to nearby residences. Please explain how you will address these potential issues.
Applicant Response: The residential lot is not near us. No dance club atmosphere. There will just be a man on a keyboard.
3. What are the hours of operation for the restaurant? In addition to Thursday and Friday, 11:00 a.m. – 11:00 p.m., are any other days proposed for live events to be held?

Applicant Response: Hours of operation: Tue – Sat 10:45 a.m. to 3:00 p.m. Keyboard entertainment: Thursday, Friday and Saturday 11:00 a.m. to 1:00 p.m.

4. Is alcohol currently served on the premises? What hours are alcohol served?

Applicant Response: Beer only during open hours.

5. The business must use an ID card reader when live entertainment is occurring if alcohol is present.

Applicant Response: Yes, we check IDs.

6. Is on-site security being provided? If so, what security measures are being taken to ensure patron safety? Please provide a security plan.

Applicant Response: Staff will provide security. We are a very small business.

7. Please provide photos of the space where live events will be held.

Applicant Response: Photos provided in attachments.

Public Works Comments: none.

Robin Richardson, Director of Planning, said this request is to have jazz music at Jones Bar-B-Q on K-32 over the lunch hour. This does not extend into the evening whatsoever. I don't know that I've seen Ms. Jones in the audience this evening. Staff has recommended approval as well as the Planning Commission.

Mayor Alvey asked the applicant to come forward to present her application. She was not present.

Mayor Alvey opened the public hearing and asked if there is anyone present who would like to speak in favor of Special Use Permit #SP-2019-71. There were none.

Mayor Alvey asked if anyone was present who would like to speak in opposition. No one appeared in opposition.

Mayor Alvey closed the public hearing.

Commissioner Murguia said if the applicant is not here, why would—I'd be confused on why we would hold the hearing. Even if we had questions, if the applicant's not here to answer them, how would we get them answered? **Mayor Alvey** said I would assume that staff could answer some questions.

Action: Commissioner Murguia made a motion, seconded by Commissioner McKiernan, to return Special Use Permit Application #SP-2019-71 back to the Planning Commission until the applicant is able to attend.

Doug Bach, County Administrator, said, Mayor, I would like to make it clear that this item did go through Planning Commission. I think there was not any opposition that appeared during Planning Commission to it. One of the Planning Commissioners voted against it without any comments so we have no knowledge of why they voted against it otherwise, this would be on the Consent Agenda.

Ken Moore, Chief Legal Counsel, said, Mayor, also in order to refer it back to the Planning Commission, the Commission has to refer it there with specific questions for the Planning Commission to address. Without direction, there is nothing the Planning Commission could do. **Mr. Richardson** said it can also be held over at this level for her to appear. **Mayor Alvey** said so we can hold it over until the next Commission meeting.

Action: Commissioner Murguia amended her motion, seconded by Commissioner McKiernan, to hold Special Use Permit Application #SP-2019-71 until the next meeting.

Commissioner Philbrook asked is it possible for me to say something since it is my district. **Mayor Alvey** said yes. **Commissioner Philbrook** said I will tell you that that is a place that people really do enjoy going down and sitting and talking. I haven't heard any problems with it. They're very nice people. I don't see a problem with it, and that's all I have to say.

Roll call was taken on the motion and there were two "Ayes," McKiernan, Murguia; and seven "Nos," Walters, Philbrook, Bynum, Burroughs, Townsend, Johnson, Markley.

Mayor Alvey said I would entertain a motion to approve.

Action: Commissioner Philbrook made a motion, seconded by Commissioner Bynum, to approve Special Use Permit Application #SP-2019-71, for one year, subject to the stipulations. Roll call was taken on the motion and there were eight “Ayes,” Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Johnson, Markley; and one “No,” Murguia.

REGULAR CONSENT AGENDA

Mayor Alvey asked does any member of the Commission or anyone in attendance tonight wish to set-aside any item on the regular Consent Agenda. If an item is not set aside, all items on the Consent Agenda will be voted on by one vote.

Action: Commissioner McKiernan made a motion, seconded by Commissioner Bynum, to approve the Consent Agenda. Roll call was taken on the motion and there were eight “Ayes,” Walters, Philbrook, Bynum, Townsend, McKiernan, Murguia, Johnson, Markley; and one “No,” Burroughs.

ITEM NO. 1 – 19850...ORDINANCE/RESOLUTION: HOME RULE ECONOMIC DEVELOPMENT INCENTIVE AND DEVELOPMENT AGREEMENT FOR THE BOULEVARD LOFTS PROJECT

Synopsis: Ordinance and resolution approving and adopting a Home Rule Economic Development Incentive and adopting the development agreement for the Boulevard Lofts Project, submitted by Katherine Carttar, Director of Economic Development. On July 8, 2019, the Economic Development and Finance Standing Committee, chaired by Commissioner Burroughs, voted unanimously to approve and forward to full commission.

Action: ORDINANCE NO. O-48-19 and R-44-19, “An ordinance/resolution approving and adopting a home rule economic development incentive and adopting the development agreement for the Boulevard Lofts project.” Commissioner McKiernan made a motion, seconded by Commissioner Bynum, to approve the ordinance/adopt the resolution. Roll call was taken on the motion and there

were eight “Ayes,” Walters, Philbrook, Bynum, Townsend, McKiernan, Murguia, Johnson, Markley; and one “No,” Burroughs.

ITEM NO. 2 – 19858...ORDINANCE: TERMINATE 2007 MIDTOWN TIF PROJECT PLAN

Synopsis: An ordinance terminating the Redevelopment Project Plan for the Midtown Redevelopment District, repealing Ordinance No. O-29-07, submitted by Katherine Carttar, Director of Economic Development. On July 8, 2019, the Economic Development and Finance Standing Committee, chaired by Commissioner Burroughs, voted unanimously to approve and forward to full commission.

Action: **ORDINANCE NO. O-49-19**, “An ordinance of the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas, terminating the redevelopment project plan for the Midtown Redevelopment District, repealing Ordinance O-29-07 and removing certain property from the Midtown Redevelopment District.” **Commissioner McKiernan made a motion, seconded by Commissioner Bynum, to approve the ordinance.** Roll call was taken on the motion and there were eight “Ayes,” Walters, Philbrook, Bynum, Townsend, McKiernan, Murguia, Johnson, Markley; and one “No,” Burroughs.

ITEM NO. 3 – 19859...RESOLUTION: SETTING A PUBLIC HEARING DATE REGARDING MIDTOWN REDEVELOPMENT DISTRICT

Synopsis: A resolution setting a public hearing date of August 29, 2019, to consider the following actions, submitted by Katherine Carttar, Director of Economic Development.

- Division of the Midtown Redevelopment District into four redevelopment project areas
- Amend the redevelopment district plan
- Adopt Project Area 1 Redevelopment Project Plan

On July 8, 2019, the Economic Development and Finance Standing Committee, chaired by Commissioner Burroughs, voted unanimously to approve and forward to full commission.

Action: **RESOLUTION NO. R-45-19**, “A resolution of the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas, establishing the date and time of a public hearing (August 29, 2019 at 7 p.m.) regarding the division of a redevelopment district into four redevelopment project areas, adoption of an amended redevelopment district plan and adoption of the Project Area 1 Redevelopment Project Plan pursuant to K.S.A 12-1770 et seq.” **Commissioner McKiernan made a motion, seconded by Commissioner Bynum, to adopt the resolution.** Roll call was taken on the motion and there were eight “Ayes,” Walters, Philbrook, Bynum, Townsend, McKiernan, Murguia, Johnson, Markley; and one “No,” Burroughs.

ITEM NO. 4 – 19884...PLAT: KCKPS NUTRITION SERVICES

Synopsis: Plat of KCKPS Nutrition Services, located east of Meadowlark Lane along State Avenue, being developed by KCKPS Nutrition Services, submitted by Brent Thompson, County Surveyor, and Troy Shaw, County Engineer.

Action: **Commissioner McKiernan made a motion, seconded by Commissioner Bynum, to approve and authorize Mayor to sign said plat.** Roll call was taken on the motion and there were eight “Ayes,” Walters, Philbrook, Bynum, Townsend, McKiernan, Murguia, Johnson, Markley; and one “No,” Burroughs.

ITEM NO. 5 – 19882...PLAT: PRIMROSE AT KUMC

Synopsis: Primrose at KUMC final plat located at West 36th Avenue, east of Rainbow Boulevard, being developed by Kansas University of Endowment Association, submitted by Brent Thompson, County Surveyor, and Troy Shaw, County Engineer.

Action: **Commissioner McKiernan made a motion, seconded by Commissioner Bynum, to approve and authorize Mayor to sign said plat.** Roll call was taken on the motion and there were eight “Ayes,” Walters, Philbrook, Bynum, Townsend, McKiernan, Murguia, Johnson, Markley; and one “No,” Burroughs.

ITEM NO. 6 – MINUTES

Synopsis: Minutes from regular sessions of June 13 and June 27, 2019; and special sessions of June 27, July 8, and July 11, 2019.

Action: Commissioner McKiernan made a motion, seconded by Commissioner Bynum, to approve. Roll call was taken on the motion and there were eight “Ayes,” Walters, Philbrook, Bynum, Townsend, McKiernan, Murguia, Johnson, Markley; and one “No,” Burroughs.

ITEM NO. 7 – WEEKLY BUSINESS MATERIAL

Synopsis: Weekly business material dated July 11 and 18, 2019.

Action: Commissioner McKiernan made a motion, seconded by Commissioner Bynum, to receive and file. Roll call was taken on the motion and there were eight “Ayes,” Walters, Philbrook, Bynum, Townsend, McKiernan, Murguia, Johnson, Markley; and one “No,” Burroughs.

STANDING COMMITTEES’ AGENDA

ITEM NO. 1 – 19851...RESOLUTION: AMEND UG SMALL BUSINESS GRANT PROGRAM

Synopsis: A resolution amending the UG Small Business Grant Program, submitted by Katherine Carttar, Director of Economic Development. On July 8, 2019, the Economic Development and Finance Standing Committee, chaired by Commissioner Burroughs, voted 5 to 1 to approve and forward to full commission.

Mayor Alvey said under the Standing Committee’s Agenda, we’re amending the UG Small Business Grant Program. This item was presented to the Economic Development & Finance Committee on July 8th. It received a vote of 5 to 1 to approve and forward to full commission. I’d ask Commissioner Burroughs, that chaired the standing committee meeting, if he’d like to add anything.

Commissioner Burroughs said no, Mayor, I wouldn't. I believe there will be a discussion in reference to the 5 to 1 vote.

Commissioner Townsend said I am happy that we have a Small Business Grant Program, which is really a reimbursement program. We've had one for several years. With this latest addition, I am concerned and voted against this current version because there's a new addition that requires the applicant to have matching funds. This program is supposed to help small businesses advance and progress. If they are required to match funds, that kind of defeats the purpose. I just think with this new addition, we're going the wrong way; therefore, I cannot support it in this version.

Doug Bach, County Administrator, said, Mayor, we do have a presentation regarding this amended program. If you would like us to present that, we can do so at this time or if you just want to discuss it. I know half of the Commission has not seen the presentation.

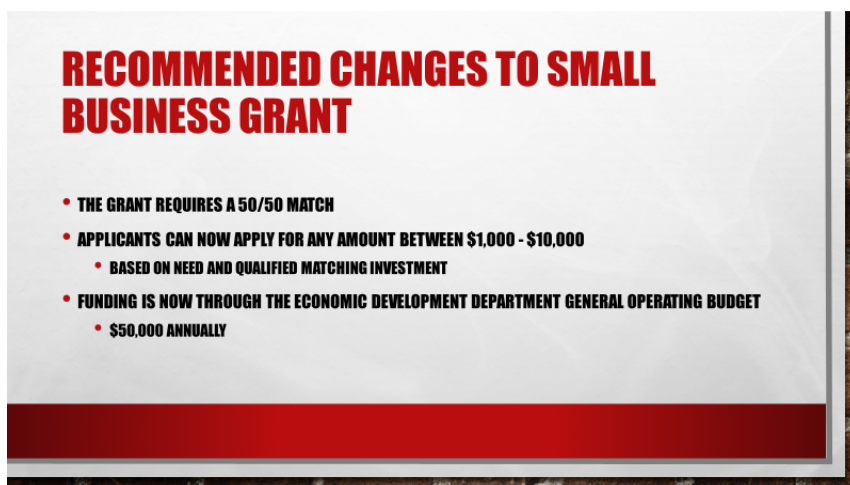
Mayor Alvey said it has been brought to our attention by Commissioner Townsend. I think that it's good for us to see the presentation. **Mr. Bach** said with that, I will recognize our Small Business Liaison, Shaya Lockett, to provide presentation.



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Shaya Lockett, Small Business Liaison, said I'm here today to discuss the changes we're recommending for our Small Business Grant. Just to give a little background, in 2018 we awarded five different grants. The awardees were Big Grill & More, KCK Dental Professionals, Union Press, Delores Home Training Center and Miguel's Catering. So far in 2019, we have awarded two grants to Slaps BBQ and Splitlog, with two pending applications.



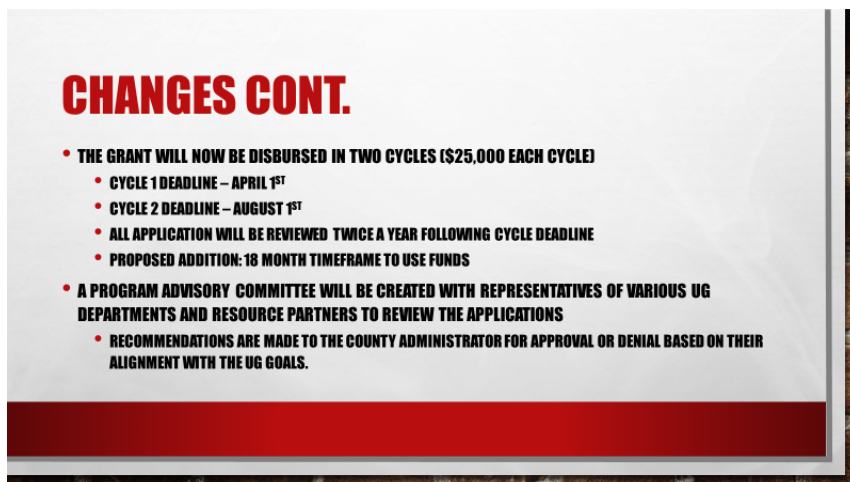
The changes are as follows. We are requiring a 50/50 match currently. Our reasoning for doing this, as we go through the presentation, we are removing the requirement to have an additional employee. A lot of small businesses came to us and said they would like to apply for their grant but they didn't need to hire an employee. It wouldn't be cost effective for them to hire an additional employee. This is one of the changes we recommended.

They can now apply for any amount between \$1,000 and \$10,000. Previously they could only apply for \$2,500, \$5,000 or \$10,000. This is rightsizing it so they can get the amount of

money that they actually need for the project they are going for. Funding is through the Economic Development Department general operating budget and it's currently funded for \$50,000 annually.



We will no longer cover lease rate subsidies. As I stated, we won't require the applicant to hire an additional employee. Some additions to the list of businesses that are excluded are pay day loans, hookah and vape shops. We made an amendment for sites with federal and state licenses for production and distribution of alcohol. They may apply for the grant. That would be microbreweries and things of that nature where they're actually making it but bars and establishments that sell alcohol with 50% less food sales are still excluded.



We are changing it to two cycles. Cycle deadlines will be April 1st and August 1st. All applications will be reviewed at the same time. We're also creating a program advisory committee that will

oversee this and it will be a group discussion in that. Those recommendations will be sent to the Administrator for final approval. Those are the major changes.

Mayor Alvey said we can tell a lot of thought was put into this. It seems to me, just looking at this, that certainly you can see the flexibility built into this. You can see the reflection that has been built into this to try to make sure that this serves those who are actually needing the funds.

Do you anticipate or is that part of the rationale that there will be more individuals able to access this? Rather than having what was five grantees last year, we would maybe perhaps see seven, ten or more since it is a smaller amount? Is that a likelihood or has that been the experience perhaps elsewhere? **Ms. Lockett** said I believe that there will be more applicants. I talked to a lot of different businesses and they're looking for a smaller grant, a \$2,000 grant to do marketing, or they might need a \$3,000 grant to get a piece of equipment. The biggest hinderance was getting that additional employee; the requirement of us for them to have an additional employee. **Mayor Alvey** said I see.

In conversations with some of these folks, did they take issue with the fact that there now is a match? **Ms. Lockett** said no. Currently, it's reimbursable. It's always been reimbursable, but a lot of them have a higher investment already when they're doing certain things. They may be doing interior renovations but then they need a piece of equipment that they just don't have enough funds to. We look at it as a whole, not just for one item. **Mayor Alvey** said so in other words, they're already doing work. They're already expending funds. That will function as the match to what we might be able to provide? **Ms. Lockett** said yes. **Mayor Alvey** said alright. Thank you.

Commissioner McKiernan said I do understand and I respect Commissioner Townsend's position on this but given the fact that these grants are not going to be the entirety of the funds that the small businesses need to either start, grow or expand, then I would move that we approve as submitted.

Action: **RESOLUTION NO. R-46-19**, "A resolution approving the amended UG Small Business Grant Program." **Commissioner McKiernan made a motion, seconded by Commissioner Philbrook, to adopt the resolution.**

July 25, 2019

Commissioner Bynum said I cannot find in this packet the section of the revised application where it speaks to the match. Let me just, while you point me to that, I want to clarify that I understand. The question I was going to ask you was if I have expended funds on an item or the fees to get my utilities turned on or some such expenditure that I've already laid out money for, that will suffice as documentation of a match for this grant program. **Ms. Lockett** said right. If it's a project as a whole, then yes. We can't use funds that they've spent a year ago, but if it's an ongoing—**Commissioner Bynum** said if there's like a timeframe during this timeframe, I've expended—**Ms. Lockett** said or I'm going to expend. We can't count funds that they've already spent. If they have an upcoming project and they're going to expend \$20,000, it's a gap. We're trying to fill that gap for the small businesses. **Commissioner Bynum** said to that point, if I'm the small business owner, then I'm showing you that I have the financial capacity if I'm asking the Unified Government for \$2,000, that I have \$2,000. **Ms. Lockett** said right. **Commissioner Bynum** said okay.

Ms. Lockett said it's in Section 3 under Strategy. It shows that it's a matching. The award amount will be based on need and the qualified matching investment. **Commissioner Bynum** said its dollar for dollar. **Ms. Lockett** said yes.

Commissioner Townsend said I mentioned at the standing committee that I applaud the removal of something that I objected to when this program was revised a year ago and that was the person requirement, that someone needed a person. You may not need an extra body to grow your business. You may need some other asset that may not be a person, but these are not equivalents. Just because you don't need a person, doesn't mean you need a match.

Now, something I asked at the standing committee that seems a little bit different what I'm hearing here, if someone comes to us and says I need \$5,000, what are you considering the match? **Ms. Lockett** said we would at the project. If they are needing \$5,000 for a piece of equipment, that piece of equipment would need to cost at least \$10,000 or they could be purchasing a piece of equipment and doing a renovation. If the renovation costs are \$5,000 and the equipment is \$5,000, then that qualifies as well. It doesn't just have to be on one item. There are several costs that can be covered under the grant. It can be renovation, it can be equipment, it can be marketing, as long as it falls in those categories and it's at that time of the application, not previously done. If they're

going to do it in a year's timeframe, or they have 18 months to spend the funds. If they're doing it within that timeframe, then it qualifies.

Commissioner Townsend said so you're saying if they ask for \$5,000 and they show you that there's \$5,000 that they're going to put in as part of this project, you're considering that a match. **Ms. Lockett** said yes, and they have to show proof that they have done these things. It's a reimbursement. They have to show that they've spent the \$5,000 and then they also have to spend their \$5,000 that they will be reimbursed back through this grant program. **Commissioner Townsend** said I'm still thinking I'm hearing \$10,000.

The other issue that was brought up at the standing committee was that these people have to show an investment. They made an investment in Wyandotte County because they're here, they're trying to grow. This match, it still bothers me. If you need \$5,000, you need \$5,000. If you could get it from some other vehicle, you would do that or you'd have it already.

Again, I'm glad we have this program. We've had it several years now, but this match is giving me some concern. I would still have to vote against it. Thank you.

Roll call was taken on the motion and there were eight "Ayes," Walters, Philbrook, Bynum, Burroughs, McKiernan, Murguia, Johnson, Markley; and one "No," Townsend.

ADMINISTRATOR'S AGENDA

ITEM NO. 1 – 19883... BUDGET ITEMS

Synopsis: Request adoption of the following resolutions and ordinances regarding the Wyandotte County Library, the Self-Supported Municipal Improvement District, the Sewer Service Charge, Solid Waste Fee, the KCBPU PILOT, the 2019-2020 Annual Action Plan and the Citizen Participation Plan, 2019 Amended Budget, and the 2020 Proposed Budget.

Doug Bach, County Administrator, said on this item, there are four different items that move forward with this year's budget process. We have had many different meetings, I will say, over the course of the last year and then a couple of public meetings including one that was held at 5 o'clock this afternoon leading up to this. I'm happy to make any other statements. I believe we

have worked through all these items in great detail leading up to today, where we are. With that, I would request approval.

The four different items require four different motions starting with Item 1.a., which is regarding the Library levy.

Janice Witt asked is there any public comment on these? **Mayor Alvey** said I'm sorry; that's out of order. We've had public hearings for the past four months. This is beyond the public hearing stage. Now, this is for any commissioner comments or questions.

a. **RESOLUTION: LIBRARY BOARD TAX RATE**

A resolution expressing the property taxation policy of the Unified Government with respect to financing of the 2020 annual budget for the Wyandotte County Library; approving and adopting the 2020 budget of the Wyandotte County Library; levying a tax for the Library to fund the budget set by the Wyandotte County Library Board within the Wyandotte County Library District (Piper, Edwardsville, and Turner); and appropriating the funds on behalf of the Wyandotte County Library.

Action: **RESOLUTION NO. R-47-19**, "A resolution expressing the property taxation policy of the Unified Government of Wyandotte County/Kansas City, Kansas, with respect to financing the 2020 Annual Budget for the Wyandotte County Library and approving, adopting, and appropriating the budget of the Wyandotte County Library Board and levying a tax for the year beginning January 1, 2020." **Commissioner McKiernan made a motion, seconded by Commissioner Markley, to adopt the resolution.** Roll call was taken on the motion and there were nine "Ayes," Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson, Markley.

b. **ORDINANCE**

An ordinance expressing the property taxation policy of the Unified Government with respect to financing of the 2020 annual budget for the Self-Supported Municipal

Improvement District (SSMID) and approving, adopting, and appropriating the budget of the SSMID and levying a tax for the year beginning January 1, 2020.

Commissioner Bynum said I move to approve Item 1.b. with the following amendment. I'd like to change Section 3 from 11.023 mills to 10 mills. That would change the statement to the 2020 Annual Budget for the Downtown Kansas City, Kansas Self-Supported Municipal Improvement District is hereby approved and adopted and a tax for the district is hereby levied in the amount of 10 mills within the limits of the district and the funds from such levy are hereby appropriated on behalf of the district. Just to clarify, that is in consultation and conversation with the Downtown Shareholders who manage the SSMID and are willing to lower that mill levy.

Action: **ORDINANCE NO. O-50-19**, "An ordinance expressing the property taxation policy of the Unified Government of Wyandotte County/Kansas City, Kansas, with respect to financing the 2020 Annual Budget for the Self-Supported Municipal Improvement District and approving, adopting and appropriating the budget of the Self-Supported Municipal Improvement District and levying a tax for the year beginning January 1, 2020."
Commissioner Bynum made a motion, seconded by Commissioner McKiernan, to approve the ordinance. Roll call was taken on the motion and there were nine "Ayes," Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson, Markley.

c. **RESOLUTION**

A resolution approving and authorizing submission of the 2019-2020 Annual Action Plan which includes the Community Development Block Grant Program, the HOME Investment Partnership Program, and the Emergency Solutions Grant Program along with Certifications for Entitlement Grantees by the City of Kansas City, Kansas, to the U.S. Department of Housing and Urban Development and to implement the 2019-2020 Annual Action Plan upon approval.

Action: **RESOLUTION NO. R-48-19**, “A resolution that the Mayor/Chief Executive Officer of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby authorized and directed to execute in the name of the Unified Government, and the Unified Government Clerk is hereby authorized and directed to attest the signature of said Mayor/Chief Executive Officer and to attach the seal of the Unified Government thereto as the voluntary act of the Unified Government to the 2019-2020 Annual Action Plan which includes the Community Development Block Grant Program, the HOME Investment Partnership Program, and the Emergency Solutions Grant Program along with Certifications for Entitlement Grantees by the City of Kansas City, Kansas, to the U.S. Department of Housing and Urban Development and to implement the 2019-2020 Annual Action Plan upon approval.” **Commissioner McKiernan made a motion, seconded by Commissioner Markley, to adopt the resolution.** Roll call was taken on the motion and there were nine “Ayes,” Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson, Markley.

d. VARIOUS RESOLUTIONS AND ORDINANCES SETTING UNIFIED GOVERNMENT FEES FOR SEWER SERVICE, SOLID WASTE, SETTING THE KCBPU PILOT, AND ADOPTING THE 2019 AMENDED BUDGET AND 2020 BUDGET

- 1) An ordinance adopting a regulation establishing the rate for sewer service charges effective January 1, 2020.

Action: **ORDINANCE NO. O-51-19**, “An ordinance relating to sewer service charges, approving the regulation establishing the rate, effective January 1, 2020, as authorized by Section 30-96 of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas, and repealing any previously adopted regulations establishing such rates.” **Commissioner McKiernan made a motion, seconded by Commissioner Markley, to approve the ordinance.** Roll call was taken on the motion and there were eight “Ayes,” Walters, Philbrook, Bynum, Townsend, McKiernan, Murguia, Johnson, Markley; and one “No,” Burroughs.

- 2) An ordinance setting the solid waste fee for single family residences and residential units in buildings not containing more than four dwelling units.

Action: **ORDINANCE NO. O-52-19**, “An ordinance relating to the monthly fee on residential units in the City of Kansas City, Kansas, to fund the Unified Government's solid waste services, amending Section 31-17(b) of the Unified Government of Wyandotte County/Kansas City, Kansas Code and repealing original Section 31-17(b).” **Commissioner McKiernan made a motion, seconded by Commissioner Markley, to approve the ordinance.** Roll call was taken on the motion and there were eight “Ayes,” Walters, Philbrook, Bynum, Townsend, McKiernan, Murguia, Johnson, Markley; and one “No,” Burroughs.

- 3) A resolution setting the percentage of gross revenues to be set over by the Board of Public Utilities to the Unified Government for 2020 (the PILOT).

Action: **RESOLUTION NO. R-49-19**, “A resolution setting the percentage of gross revenues to be set over by the Board of Public Utilities to the Unified Government for the year 2020.” **Commissioner McKiernan made a motion, seconded by Commissioner Markley, to adopt the resolution.** Roll call was taken on the motion and there were eight “Ayes,” Walters, Philbrook, Bynum, Townsend, McKiernan, Murguia, Johnson, Markley; and one “No,” Burroughs.

- 4) A resolution and an ordinance approving, adopting, and appropriating the budget of the Unified Government of Wyandotte County/Kansas City, Kansas, for the Amended 2019 Budget and the 2020 Budget for the year beginning January 1, 2020, as submitted by the County Administrator and amended by Attachment A.

Action: **RESOLUTION NO. R-50-19 and ORDINANCE NO. O-53-19**, “A resolution and an ordinance approving, adopting and appropriating the

Operating and Capital Maintenance Improvement Project Budgets of the Unified Government of Wyandotte County/Kansas City, Kansas, as submitted and amended by Attachment A, for the fiscal years beginning January 1, 2019 and the fiscal year beginning January 1, 2020; approving the Five Year Capital Maintenance Improvement Program for fiscal years 2019 through 2024.” **Commissioner McKiernan made a motion, seconded by Commissioner Markley, to adopt the resolution and approve the ordinance.** Roll call was taken on the motion and there were eight “Ayes,” Walters, Philbrook, Bynum, Townsend, McKiernan, Murguia, Johnson, Markley; and one “No,” Burroughs.

COMMISSIONERS' AGENDA

No items

Mayor Alvey said that concludes the portion of our regular meeting. I adjourn us in that capacity. I'll call us back to order as the Land Bank Board of Trustees.

LAND BANK BOARD OF TRUSTEES' CONSENT AGENDA

Mayor Alvey asked does any member of the Commission or anyone in attendance tonight wish to set aside any item on the Land Bank Consent Agenda. There were no set-asides.

ITEM NO. 1 – 19853...LAND BANK BUSINESS – TRANSFERS FROM LAND BANK

Synopsis: Communication requesting consideration of the following Land Bank applications, submitted by Chris Slaughter, Land Bank Manager. On July 8, 2019, the Neighborhood and Community Development Standing Committee, chaired by Commissioner McKiernan, voted unanimously to approve and forward to the Land Bank Board of Trustees.

Transfers from Land Bank

52 N. 12th St. - Community Housing of Wyandotte County

56 N. 12th St. - Community Housing of Wyandotte County

58 N. 12th St. - Community Housing of Wyandotte County

60 N. 12th St. - Community Housing of Wyandotte County

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64 N. 12th St. - Community Housing of Wyandotte County
 68 N. 12th St. - Community Housing of Wyandotte County
 72 N. 12th St. - Community Housing of Wyandotte County
 76 N. 12th St. - Community Housing of Wyandotte County
 80 N. 12th St. - Community Housing of Wyandotte County
 84 N. 12th St. - Community Housing of Wyandotte County
 88 N. 12th St. - Community Housing of Wyandotte County
 90 N. 12th St. - Community Housing of Wyandotte County
 1139 Riverview Ave. - Community Housing of Wyandotte County
 1134 Riverview Ave. - Community Housing of Wyandotte County
 1130 Riverview Ave. - Community Housing of Wyandotte County
 1126 Riverview Ave. - Community Housing of Wyandotte County
 1122 Riverview Ave. - Community Housing of Wyandotte County
 1118 Riverview Ave. - Community Housing of Wyandotte County
 1114 Riverview Ave. - Community Housing of Wyandotte County
 1110 Riverview Ave. - Community Housing of Wyandotte County
 1106 Riverview Ave. - Community Housing of Wyandotte County
 1102 Riverview Ave. - Community Housing of Wyandotte County
 (CHWC will be developing Panoramic Park at 12th and Riverview that will provide a wide variety of housing types that will benefit a wide variety of all income levels.)

Action: **Commissioner McKiernan made a motion, seconded by Commissioner Markley, to approve.** Roll call was taken on the motion and there were nine “Ayes,” Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson, Markley.

ITEM NO. 2 – 19854...LAND BANK BUSINESS – DONATIONS TO LAND BANK

Synopsis: Communication requesting consideration of the following Land Bank applications, submitted by Chris Slaughter, Land Bank Manager. On July 8, 2019, the Neighborhood and Community Development Standing Committee, chaired by Commissioner McKiernan, voted unanimously to approve and forward to the Land Bank Board of Trustees.

Donations to Land Bank (vacant lots unless noted otherwise)

6800 Speaker Rd. - Turner Woods, LLC

(Owner acquired property along with larger parcel which was later sold. They no longer own any adjacent parcels and the proposed development is not feasible due to existing roadway and parcel's narrow shape. The UG has ROW to the east of this property from Speaker Road from South 65th St. to South 72nd St.)

736 Splitlog Ave. - CHWC

846 Ohio Ave. - CHWC

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1305 Ann Ave. - CHWC
 1307 Ann Ave. - CHWC
 1309H Ann Ave. - CHWC
 1311 Ann Ave. - CHWC
 1315 Ann Ave. - CHWC
 1319 Ann Ave. - CHWC
 1325 Ann Ave. - CHWC

(Owner states that because of grading and possible buried foundations, the extra expenses will make single family builds difficult to complete.)

638 Winona Ave. - Charles Cunningham (structure)

(Owner states that he is not able to manage and maintain property.)

4011H Springfield St. - Sher Shah

(Owner purchased from a tax sale without realizing the property was not the house located adjacent to the property.)

Action: **Commissioner McKiernan made a motion, seconded by Commissioner Markley, to approve.** Roll call was taken on the motion and there were nine “Ayes,” Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson, Markley.

PUBLIC ANNOUNCEMENTS

No items

MAYOR ALVEY
ADJOURNED THE MEETING AT 8:01 P.M.
July 25, 2019

Bridgette D. Cobbins
 Unified Government Clerk

tpl

July 25, 2019

STATE OF KANSAS)
WYANDOTTE COUNTY)) SS
CITY OF KANSAS CITY, KS)

SPECIAL SESSION, THURSDAY, AUGUST 15, 2019

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in Special Session, Thursday, August 15, 2019, with ten members present: Bynum, Commissioner At-Large First District; Burroughs, Commissioner At-Large Second District; McKiernan, Commissioner Second District; Murguia, Commissioner Third District; Johnson, Commissioner Fourth District; Kane, Commissioner Fifth District; Markley, Commissioner Sixth District; Walters, Commissioner Seventh District; Philbrook, Commissioner Eighth District; and Alvey, Mayor/CEO; presiding. Townsend, Commissioner First District; was absent. The following officials were also in attendance: Doug Bach, County Administrator; Ken Moore, Chief Legal Counsel; Bridgette Cobbins, Unified Government Clerk; Gordon Criswell, Melissa Sieben, Alan Howze, Assistant County Administrators; Rob Richardson, Director of Planning; Lynn Melton, Assistant to the Mayor; and Officer Tom Grote, Sergeant-at-Arms.

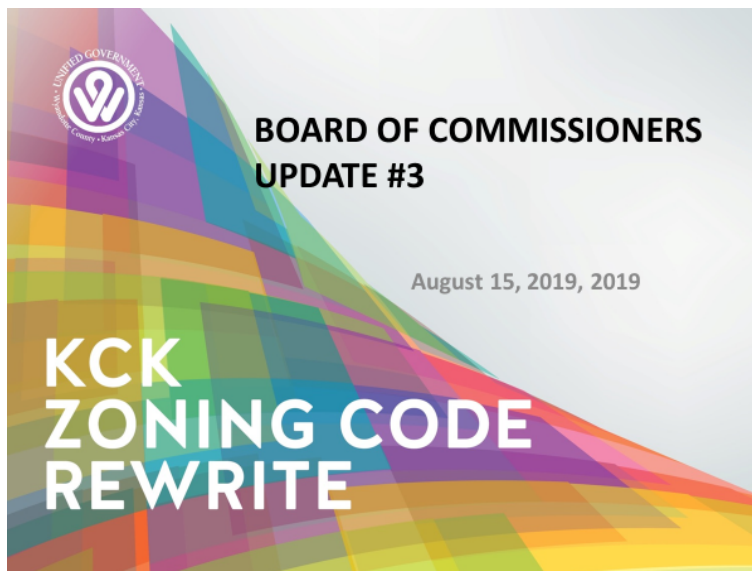
MAYOR ALVEY called the meeting to order.

ROLL CALL: Philbrook, Bynum, Burroughs, McKiernan, Murguia, Johnson, Kane, Markley, Walters, Alvey.

NOTICE OF SPECIAL SESSION of the Unified Government of Wyandotte County/Kansas City, Kansas, to be held Thursday, August 15, 2019, at 5:30 p.m. in the 5th floor conference room of the Municipal Office Building for a zoning code update. Immediately following the 5:30 p.m. meeting, if time permits, there will be an Executive Session to discuss matters related to Employer/Employee Negotiations, otherwise, the Executive Session will follow the 7:00 p.m. meeting and will be held in the 9th floor conference room.

CONSENT TO MEETING of the governing body of Wyandotte County/Kansas City, Kansas, accepting service of the foregoing notice, waiving all and any irregularities in such service and in such notice, and consent and agree that we, the governing body, shall meet at the time and place therein specified and for the purpose therein stated.

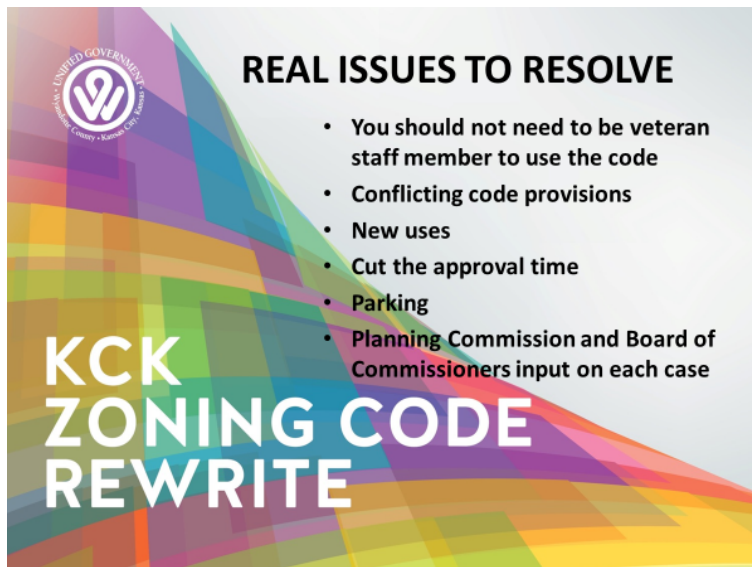
Doug Bach, County Administrator, said tonight we're ready for our third update from our Planning staff who has been working hard on updating our Zoning Code which, as you know, was originally started from the standpoint—or one of the big things was to make our code much easier for, not only our public, but also our staff to work through and for everyone to understand. Also, to go through and look at a few other issues. Mr. Richardson, our Director of Planning, is here this evening to give us an update of where we are in working with our Commission appointments who have been assigned to work with this group over the past several months.



Rob Richardson, Director of Planning, said I'm going to go through some of the introductory things that we've been over a little bit before, but I think they're worth a quick refresher. I'm going to go through the process that we've been using with you all, with the Commission—with the Steering Committee that you all appointed with the public. Then I'm going to go through—just so you understand what the Steering Committee has been going through, the issues that we went through at their last meeting so you will have a flavor for how detailed that is and how in-depth the information is that we're trying to present and get comments on.



The broad goals you see up here, Doug covered some of them, we want to be more accommodating to new businesses, we want to preserve our neighborhoods, we want KCK to remain and improve as a quality place.



Some of the real issues to resolve, you shouldn't have to be a veteran staff member to be able to use the Zoning Code. We say easier, that doesn't mean necessarily easy, because zoning is inherently more complex than any of us would probably like it to be, but we want it to be easier from more logically—have more description about how to use the code and things like that.

We have code provisions. We had a Board of Zoning Appeals case Monday night where the Planning & Zoning Code has a site triangle that says it's 20x140. The Public Works Code is

15x140. We're going to try to eliminate all those. We had a long, long list of those type of issues that we are trying to resolve.

New uses, we don't ever really know what the new use is going to be, but I know that professionally we had a seminar yesterday on marijuana zoning here in the metro area because our peers in other states are already dealing with it and it's coming to Missouri, obviously, and it may come here as well at some point. That's a new use that isn't in anybody's Zoning Code or it wasn't five years ago or ten years ago.

We would like to cut the approval time while we can. We have some state statutes that we have to follow that mandates some of our approval times, but maybe there are some steps that we can eliminate that will help this.

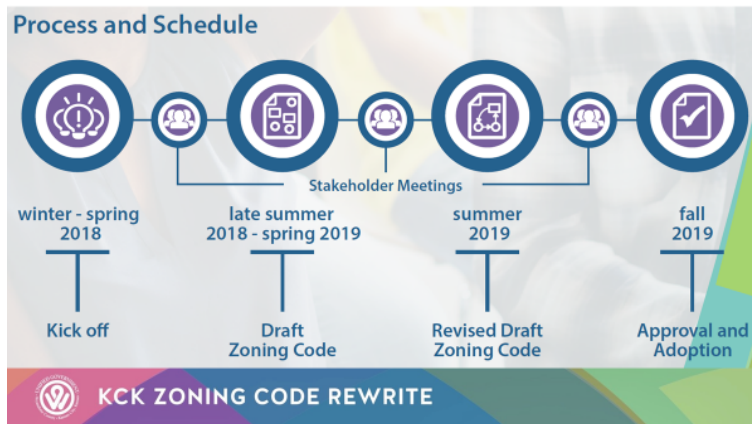
We're also working at a second angle with the Excel upgrade that you all have funded to allow our systems to work better and more efficiently and some of the consulting folks we're working with on that are saying we might be able to find some timesaving's in the review process with the new review materials that are available. That's just a preview of something else to come in the future.

Parking is something that I've heard from probably most of you about at one time or another whether it be not enough parking for people in the neighborhood, why does this business need so much parking, it seems like there's enough parking in the area, why are we needing more. How do we solve parking of a large major institution where everybody parks in the neighborhood instead of their garages. There's all kind of issues with parking that we're going to work through—we are working through.

How much time does the Planning Commission and Board of Commissioners spend with each case, and by this, I mean right now final plan reviews go to the Planning Commission. Since 2004 we've had one, maybe two of those, that got appealed to the Board of Commissioners and almost never a comment from the Planning Commission on those. We need to decide if we want to keep doing it that way or if we just make that a staff level approval; things like that.

Process Overview

last Commission update November 29, 2018



This is our process overview. We're in the—you know drafting the Zoning Code and the revision that's going on right now is based on the impetuous Steering Committee, but we will have a full draft of the Zoning Code out and work on revisions on that and approval into the fall—late fall of 2019. We're a little bit behind. I was probably more optimistic than I should have been in how fast we could get through this with the Steering Committee and I will talk about that a little bit in just a moment.



Where are we now? We're drafting the code, as I said, we're having Steering Committee meetings. In two weeks, we will meeting individually with members of the Steering Committee, we've offered them meetings with the consultant and I to go through any detailed questions they have.

August 15, 2019

The Steering Committee meetings are packed and I'm going to talk about that a little bit more in a minute. It's been a little bit hard to make sure that we've got everybody's comments.

We're preparing for the public meetings and public input from the Steering Committee, Planning Commission, and you all once we get the draft code because we need to have the draft code out to everybody for quite a while. It's going to be a large document, it's kind of complex, people are going to have questions, but we're not pushing this fast. There's no need to move it fast. We've been dealing with our current code for enough time and once we adopt it, I'm sure we will give folks a period of time after that to plan to adjust to the new code.

Board of Commissioners Process

- **Each Commissioner appointed a resident and a business representative to the Steering Committee**
- **This is the 3rd Special Session update**
- **Additional Special Sessions**
- **Receive Draft Code for Comment fall 2019**
- **Final Adoption after Planning Commission recommendation**
- **Call or email me any time**



So, what have we done with the Board of Commissioners? We start out and we ask you all to appoint a resident and a business representative to the Steering Committee. This is, as Doug said, our third update with you all. We will have additional Special Sessions and we will work through those with the County Administrator's Office to schedule those with you all as we move into the future. You will receive a draft of the code for comment in the fall of this year and then you all will be responsible for the final adoption and final revisions once that comes to you. Obviously, if your citizens or Steering Committee members or you have questions about this at any time, send me an email or call me and I will get back and we will figure out how to get that issue. The consultant keeps what we call the issues list of things that people say we have to deal with this and at the end we're going to make sure we check off all those issues and how we actually dealt with those.



For the Steering Committee, we've had nine meetings so far. The dates of those are listed here and then, as I said, in two weeks we're going to have individual meetings. We will have more Steering Committee meetings to come, but originally, we only planned on six. We thought we could get through enough of this information in six meetings, the Steering Committee would be fine. The Steering Committee said whoa, this is way too much, we need more time, let's meet monthly and get this done and get it done right.



Their meetings are two hours. We're meeting over lunch. We provide them lunch and we have a very full agenda for them. Those full agendas are what necessitated the individual meetings that are coming up because we give them a lot of information and sometimes, we are at the end of the

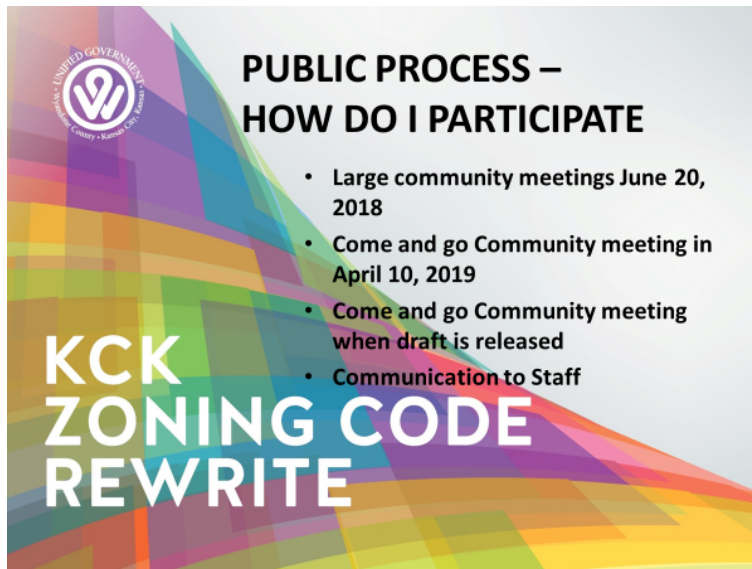
August 15, 2019

meeting and we want to discuss more, but people have to leave because that's all they have blocked out on their calendar. They know they're always able to contact staff or the consultant. We've had comments outside of those meetings from several Steering Committee members and, quite frankly, one of them said I think you should write this section of the code this way and did an edit on the existing code for that section and gave it to us. We're working with that and the rest of the Steering Committee members to make those changes. There have been folks very active both in and outside of those meetings.

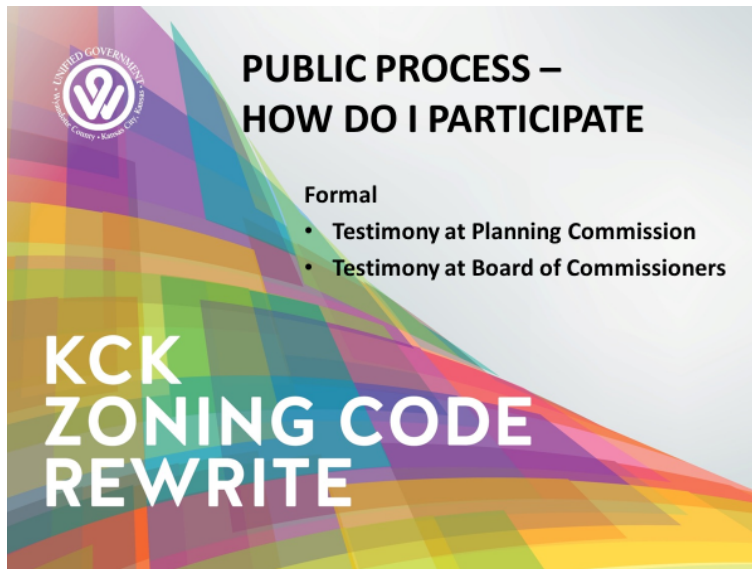


This is the agenda of the last meeting. You would think, oh that's simple, there's five things. Well, not really. It takes a long time to go through that but you will notice that we always start with a recap of the last meeting because we take notes of those meetings and we say this is what we heard. We want to make sure that we heard what they said at the meeting before so we get that feedback on, are we doing this correctly as we move forward.

Then we go into new opportunities and new parts of the code and then we usually end up with stuff what we call the parking lot. People ask questions about stuff along the way, we try to go back to those at the end.



For the public, we had a large community meeting in June of last year. We held that meeting at the Salvation Army out on State Avenue and one at Memorial Hall. Then we had come and go community meetings in April where we talked about the direction the code was going with some different areas and several of the commissioners attended those. One was in Rosedale at the Mennonite Church and the other one was in the northeast at one of the community centers. I anticipate that when we have the draft of the code out, we will have come and go community meetings. We haven't been out west yet, so we'll do it and we will have those in multiple areas in the city and they can always communicate with staff. As we've been out, we've always had our email there and a way for them to communicate with us outside of those meetings through either survey's or direct contact or through other electronic communications.



They will also have the formal opportunity to give testimony at both the Planning Commission and the Board of Commissioner meetings prior to the Zoning Code being adopted.

Sample of Steering Committee discussion slides



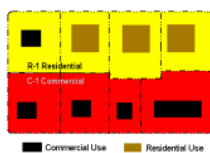
Now I'm going to go through some of the things that we did at the last Steering Committee meeting just so you get a taste of this.



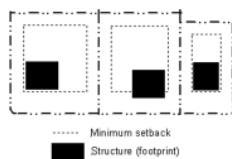
The first thing we did was we recapped nonconformities. I'm just going to go through that presentation as close as I can to the way the consultant did it so you can get a flavor for that.

Nonconformities

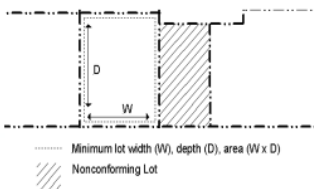
Uses



Structures



Lots



Sites / Situations



Here are the different types of nonconformities. You can have a non-conforming use where you might have a commercial use in a residential district, so this might be a house on the corner that got converted to some kind of commercial use over time, but it doesn't fit with the current zoning or maybe it was that always and at some point, the zoning got changed and we didn't catch that particular use.

You have a non-conforming structure where it's out of the setback for zoning. You could have a lot that didn't conform by—you know you have a narrow lot. We worked a lot on our non-

conforming narrow lots with the narrow lot design guidelines so that we allowed all those 25 ft. lots to be built on where before that, they would have required seven or eight variances to make any one of them developable.

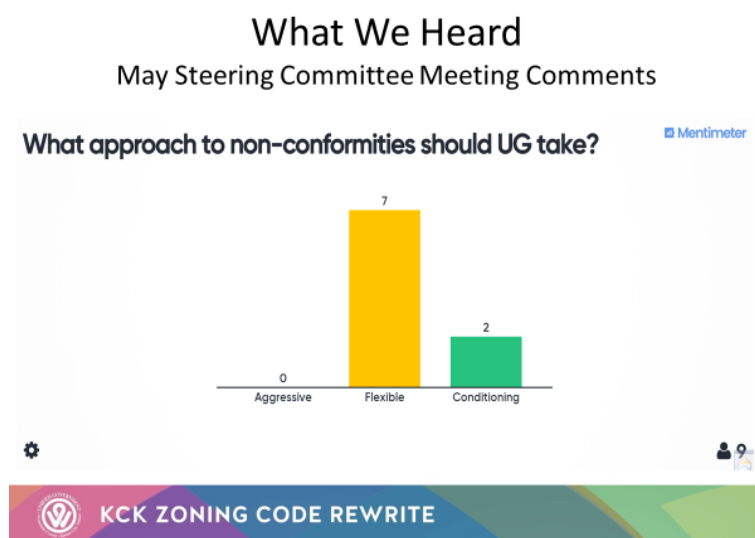
Then you just have sites or situations; maybe the landscaping is missing, maybe there is a sidewalk or some other drainage issue or something that makes the site non-conforming, but that means that it's not legal to expand that. So, if you have a non-conforming use here and you want to add a room to that, you can't do that under the current code. If your structure is outside of the zoning setback here, you can't get a variance for that because you created your own hardship. These are things that are real problems for folks in the community when it comes to expansion or alternation—what if you have a fire, then the insurance companies get a little bit involved with that. Sometimes I've had people say I can't get insurance because it's a non-conforming use. I spent an hour on the phone today with somebody trying to buy a building that has some nonconformities that they want to make sure that they don't buy a building with non-conforming uses because they can't finance it with their bank. This is a very important topic as we move forward. Unless you're the Zoning Director or—you don't think about it unless you have a constituent call you about it. It's an important issue and it's kind of complexed.

Approaches to Addressing Non-conformities

- Aggressive
- Flexible
- Conditional review



Obviously, like most things, there's different ways to address this. You could be aggressive, you could be flexible or you could make things conditionally approvable as we move forward so maybe you're not completely stuck in that situation and maybe there's a way out.



In the previous meeting we went through and we explained what did aggressive mean, what did conditional mean, what was flexible and you will see that we had—we used the cell phone voting in the meetings so they can vote for what they want. You will see the voting here. It was seven—nobody wanted to be real aggressive and that's like don't let them do anything with them, they're there, they're permanent and nothing happens. Most people want a little bit of flexibility and a couple of people wanted it to be conditioning.

I will note, this is reflective of our attendance. There are 24 people that have been appointed to this and we had nine there that day. I would encourage you to ask your folks to attend. We like them, we vote for them to be there.

Commissioner Bynum asked if you are repeatedly seeing our appointees not attending, can you tell us. **Mr. Richardson** said we can do that. **Commissioner Bynum** said then we can ask them why and remind them that it's important. **Mr. Richardson** said okay.

Commissioner Philbrook said the other thing is that if they're not, then is there still the possibility of putting somebody in their place at this late in the game? **Mr. Richardson** said we can do that. They're going to be really behind, but you know, they're not going to be anymore behind than you all or the Planning Commission when you get this big document. **Commissioner Philbrook** said good point, but I just wanted to know that.

Mr. Richardson said we made sure that everybody agreed that this is where we were. We wanted a flexible, possibly a couple of conditions, in the use but we didn't want to be like the current code is and you can't do anything at all with these because sometimes that just leads to deterioration. We spent some time in the meeting and reviewing what we done at the last meeting to make sure everybody understood and we understood what they had said and they knew the implications of their decision and the code will be written following those guidelines.

Types of Zoning Districts



Base



Overlay



Then we reviewed the different types of zoning districts. You have a Base District which is like you all would be familiar with R-1 or C-2 and then you have Overlay Districts. Our current overlay districts are the Floodplain Overlay District, the Commercial Overlay Zone that governs how commercial development happens, and the 47th Street Overlay District that we did in conjunction with Roeland Park and Westwood. We talked about those and we talked about a new one which might be a Neighborhood Conservation Overlay District.

Table 27-17-1 Zoning Districts		
District Name	Designation	Land Use Plan Designation
Countryside and Residential		
Countryside	CS	Rural Density Residential
Rural Neighborhood	RN	Rural Density Residential
Suburban Neighborhood	SN	Rural Density Residential
Mid-Urban Neighborhood	MN	Low Density Residential
Established Neighborhood	EN	Low Density Residential
General Urban Neighborhood	GN	Medium-Density Residential / Urban Residential
Urban Neighborhood	UN	High-Density Residential
Commercial and Mixed-Use		
Countryside Center	CC	Rural Commercial
Neighborhood Center	NC	Neighborhood Commercial
Auto-Urban Center	AC	Community Commercial
Regional Center	RC	Regional Center
Urban Mixed	UM	Mixed Use
Downtown	DT	Mixed Use
Business and Industrial		
Business Park	BP	Business Park
Light Industrial	LI	Industrial
General Industrial	GI	Industrial

We went back through the zoning districts and we matched them—the zoning districts to what would the land use plan designation be for this. We also have a chart that we’ve been through with them, how would this equate to the current zoning district, but in this case, we said the Countryside District would be a rural residential district. You see there are three different types of zoning districts that you might have in a rural residential district. There are two that you might have in a low density residential district and then General Neighborhood would be medium and urban. Urban would be the high-density like your R-6, R-5 types of development.

We have Commercial and Mixed-Use and we call it Commercial and Mixed-Use because this code is a blending of a traditional zoning code and what we have now is a traditional neighborhood design ordinance that allows for like the 39th & Rainbow development. This code is going to blend those codes so you can do both things within the same code and there’s more opportunities and more options for that. That’s why we call it Commercial and Mixed-Use.

Under Business and Industrial we have three districts that generally follow what we have now because industrial zoning is kind of industrial zoning and you know it’s working alright, we don’t have as many conflicts there as we do in other places and so when we can leave things a little bit the same—we’re also doing that if it’s working.

What We Heard

May Steering Committee Comments

- Need light, medium, and heavy industrial zoning districts in the new code
- Enforcement issues with outdoor uses / storage areas in industrial districts
- Minimum acreage requirement for Planned Unit Developments (PUDs)
- How to add density to older / established neighborhoods
- Need new type of neighborhood district, e.g. conversation district or "heritage" neighborhood?
- All neighborhoods don't want mixed use and corner / convenience stores
- Online tool for Steering Committee review of the draft zoning code



We also went back and talked about what we heard in the Steering Committee. I'm going to highlight a couple of these. The first was we needed light, medium, and heavy industrial zoning districts in the new code because thought about putting them all into one with some different caveats in there, but the committee thought we needed three. That's what you saw on the previous chart, there were three industrial zoning districts.

We talked about we needed a new type of neighborhood district, e.g. conversation district or heritage neighborhood district, but this is where we talked about becoming—having a neighborhood conservation overlay district and so we heard that and talked about that with them.

This was very important to them, an online tool for Steering Committee review of the draft zoning code. We are working on something that will allow a limited community comment. By community I mean Steering Committee, staff, and possibly Planning Commission and Board of Commissioners so you could write comments in like you would in Word and then the consultant could see all that. We could have some understanding where some of those issues might be and resolve them before we get into an open session. I don't know, I've got to check with Legal to make sure that's not an open meeting and so you guys might not be in that group for open meeting rules, but we'll work on that to see how we can do that.

That was very important to them and we are working on that but we don't have that. Number one, we don't have a full draft code yet, but we also don't have the mechanism worked out but we've got a couple of options.

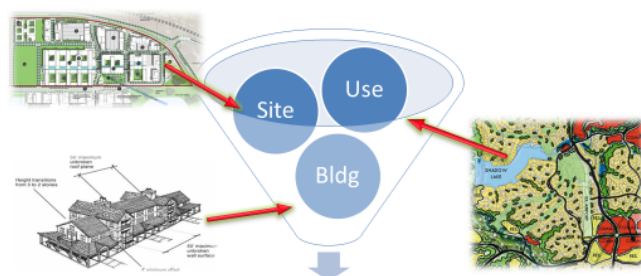
Mayor Alvey said on the second column, third, all neighborhoods don't want, does that mean no neighborhoods wants or some—not all neighborhoods don't? **Mr. Richardson** said sorry. What I would say to this is that, you know, in the urban area you have neighborhoods that end on an arterial street with a corner store and, you know, like around 7th Street or Minnesota Avenue or something like that. We even have some corner stores that are more interior to the neighborhoods, but in Piper you can have a substation—that's a subdivision, and some of those folks that live in those areas expressed, you know what, we picked where we want to live because we like this. We may not want a corner store everywhere. **Someone** spoke but was inaudible. **Mr. Richardson** said it was not typed well. These were notes the consultant put together and it just wasn't typed well so sorry about that. You all caught more than the Steering Committee did on that one, but basically it means not everybody wants to be the same, not everybody wants to have the dense urban look of the traditional neighborhood design at their entrance. Some people, they want to have a subdivision and be a subdivision.



Then we moved on to the new material and we started talking about Composite Zoning Standards. This is the model the consultant is proposing that other cities are using including Olathe. He talked a little bit about the Olathe ordinance as we went through this.

What is composite zoning?

Example: Olathe



Development Potential

Lot Size | Density | Setbacks | Height | Open Space



Composite Zoning talks about the site, the building, and the use. The land use is one part of it and within that use you might have different site designs and different buildings that can go on the different sites within that. We have developed matrices to allow folks to pick within that and give them more flexibility.

Even within those three areas, you have these things along the bottom here plus others like material standards and things like that, how big is the lot, how dense is the development, what is it going to look like, and what's the building articulation. The composite zoning gives you choices in how to handle all those things. I'm going to go through some of those with you to give you a flavor of what the new zoning ordinance could be versus just a text version of you can—in this part of the code right now it says if you're in a commercial district you can have a fast-food/drive thru restaurant and then you have to go to the other part of the code that says these are the design guidelines for that building and then a third part of the code says this is where your stacking it, this is how you do parking and car stacking for a fast-food restaurant. There's probably another part of the code you have to go to or two to figure all that out.

What Uses Are Allowed?

18.20.130 C-1 (Neighborhood Center)



Purpose: The C-1 (Neighborhood Center) district provides for development of small-scale neighborhood office, low intensity retail business, civic, and residential uses. This district is compatible with the Neighborhood Commercial Center future land use designations in the Comprehensive Plan. A C-1 District encourages pedestrian movement between residential and nonresidential areas. Nonresidential uses in a C-1 are intended to service and blend into the residential character of the surrounding neighborhood. This district is not considered appropriate for conventional strip commercial pad sites, high traffic generating or automotive oriented uses, or uses oriented toward regional shopping facilities. C-1 is consistent with the Neighborhood Commercial Center future land use category, and implements the following Comprehensive Plan policies:

- LUCC-4.1: Support viable mixed-use and mixed-density neighborhoods.
- LUCC-5.1: Hierarchy of Activity Centers. Focus new commercial centers on concentrated activity nodes at a variety of scales distributed throughout the community.
- LUCC-8.1: Mixture of Complementary Land Uses
- LUCC-8.2: Use zoning as a tool to avoid or minimize conflicts between land uses.
- HN-1.2: Mixed Uses and Mixed Incomes
- HN-2.1, HN-2.5, HN-4.1, and HN-4.2: provide a full range of housing choices, affordable housing, and neighborhoods that enable residents to "age in place."
- HN-5.2: Provide for higher density residential housing retail and community centers.



The first thing we do is we figure out what are the allowed uses. For example, C-1 is our current use. That would equate to a neighborhood center. One of the key things is a mixture of complimentary land uses. It doesn't all have to be commercial because we want mixed-uses and mixed-incomes and we want to provide for higher density residential housing and retail and commercial centers because those are things that—you know as we look at 39th & Rainbow, at one time that had a big housing component to it. One of those buildings was going to be an apartment, but what we found is that per acre that's our highest property tax generator per acre in the city. When we see things like that, we want to encourage that kind of development, we want to make it easy to do in the code and that's why we show these other types—you can do your standard commercial bank, you can do a little strip center, but you can also do the mixed-use corner store with residential above it or office above it in these neighborhood centers.

Each of the districts, and I'm not going to go through each one, but each one of them has that type of flexibility built in for encouraging development that we think has been positive.

Clothe UDO - Uses													Districts		Definitions			
	AG Agriculture	R-1 (Residential Single-Family)	R-2 (Residential Two-Family)	R-3 (Residential Low-Density MF)	R-4 (Residential Medium Density MF)	O (Office)	C-1 (Neighborhood Center)	C-2 (Community Center)	C-3 (Regional Center)	C-4 (Corridor Commercial)	BP (Business Park)	M-1 (Light Industrial)	M-2 (Heavy Industrial)	M-3 (Intense Industrial)	D (Downflow)-Core	D (Downflow)-Mixed Use	D (Downflow)-Santa Fe	Definition
Residential																		
Accessory Dwellings	P	P	P	P											P	P	P	See Chapter 18.50.
Cluster or conservation subdivisions	P	P	P	P	P													A subdivision that incorporates a Category 2 site design (see Chapter 18.15).
Elderly housing, multi-family residences				P	P		S	S										A housing development that is certified as Housing for Elderly Persons by the United States Department of Housing and Community Development, and that includes multifamily dwellings.
Elderly housing, single-family residences	P	P	P	P														A housing development that is certified as Housing for Elderly Persons by the United States Department of Housing and Community Development, and that includes only single-family dwellings.
Residence, Adaptive Reuse	P	P	P	P		P	P											The occupancy and use of an existing, abandoned building that was formerly used as a commercial, service, or other non-residential use.



Uses

How Permitted

KCK ZONING CODE REWRITE

August 15, 2019

Composite Building Design Standards

Table 15-1
Summary of
Composite
Building
Design
Standards

	A	B	C	D	E	F
Typical land use	Single-Family Residential	Mixed-Use Residential Neighborhood	Neighborhood Center/Urban Center/TOD	Commercial Corridor/Regional or Community Commercial Center	Employment Area/Office Park	Heavy Commercial/Industrial Area
Facade Expression	No special considerations	Highly articulated facade with a high level of transparency	Highly articulated facade, with a high level of transparency	Moderately articulated facade, with a moderate level of transparency	Commercially oriented facade with a range of articulation and transparency	Facade with a range of articulation and transparency
Pedestrian Orientation	Front facing entry element (porch, stoop, etc.)	High level of ground floor pedestrian interest with front-facing entries (porch, stoop, etc.)	High level of ground floor pedestrian interest and transparency with front-facing entries (canopy, courtyard, etc.)	Moderate level of ground floor pedestrian interest with front-facing entries (canopy, courtyard, etc.)	No special considerations	No special considerations
Materials	No special considerations	High quality materials	High quality materials	Moderate quality materials	High quality materials	A range of materials (including lower quality)
Garage	Garage door design standards may apply	Garage door design standards may apply	No special considerations	No special considerations	No special considerations	Overhead doors generally do not face primary streets
Transition Adjacent to Single-Family	No special considerations	Lower scale adjacent to single-family	Lower scale adjacent to single-family	Lower scale adjacent to single-family	Lower scale adjacent to single-family / Facade adjacent to single family treated as primary	Facade adjacent to single family treated as primary / Smaller scale building modules adjacent to single-family

- Composite building design standards

Design Category C



We talked about within the areas of the building, what kind of building are you doing. We've been focusing on a neighborhood center so we look in Neighborhood Center and so we're going to be on design type C and that will be important as we move on. Within design type C we talk about the facade, pedestrians, materials, garages, transition to single-family and as we move on, we're going to focus on this, this says high quality materials whereas if you were at regional, commercial or something else, maybe there is a step down for the materials that you could go to, but when we're in the neighborhood or up close to it, we want it to be the highest level.

How Do I Design My Buildings?

- Material Category 1:
High quality building
materials for
Neighborhood Center

C		Table 15-2 Permitted Building Materials by Materials Category			
Neighborhood Center/Urban Center/TOO			Materials Category 1	Materials Category 2	Materials Category 3
Highly articulated façade, with a high level of transparency		Masonry			
		Brick, solid	✓	✓	✓
		Brick, modular	✓	✓	✓
		Brick, panel/veneer	✓	✓	✓
		Brick, imprint or overlay systems	✓	✓	✓
		Stone, modular	✓	✓	✓
		Stone, veneer	✓	✓	✓
		Stone, synthetic	✓	✓	✓
		Stucco, genuine, detailed	✓	✓	✓
		Stucco, synthetic/panels	✓	✓	✓
		Concrete, plain finish	✓	✓	✓
		Concrete, detailed	✓	✓	✓
		Concrete Masonry Unit, flush/plain	✓	✓	✓
		Concrete Masonry Unit, split faced	✓	✓	✓
		Concrete Masonry Unit, burnished	✓	✓	✓
		Cement fiber board	✓	✓	✓
		Metals			
		Architectural metal	✓	✓	✓
		Corrugated metal	✓	✓	✓
		Standard metal lap siding	✓	✓	✓
		Aluminum siding	✓	✓	✓
		Glass			
		Clear Glass	✓	✓	✓
		Architectural panels	✓	✓	✓
		Architectural block	✓	✓	✓
		Mirror glass	✓	✓	✓
		Opaque glass	✓	✓	✓
		Wood			
		Wood	✓	✓	✓
		Other Synthetics			
		Synthetic stucco/EPS	✓	✓	✓
		Synthetic stucco/EPS (detail only)	✓	✓	✓
		Vinyl siding	✓	✓	✓
		Plastic (columns, details, etc.)	✓	✓	✓

Then you move on to the high quality materials and you say okay, I've got to be in high quality materials so this will hyperlink you to this chart and it says materials. If you're in Material Category 1 which is high quality materials, these are the options for you to use, what kind of metal can I use, what kind of glass can I use, can I use wood, can I use any synthetics; this table is not set in stone right now, but this is for example. We haven't had the full discussion on where do all these checkmarks end up with the Steering Committee. You can imagine how long that will take with the Steering Committee to move through some of those. On the materials you have the different material types, but it doesn't tell you how to use them together.

Exterior Building Material Percentage

Table 15-5 General Design Standards for Composite Design Category C

Façade Expression		
A	Horizontal and Vertical Articulation of Primary Façade	Required - See menu options
B	Transparent Glass on Primary Façades (min. %)	35% ¹
C	Additional Primary Façade Expression	Required - See menu options
Pedestrian Orientation		
D	Ground Floor Pedestrian Interest	Required - See menu options
E	First Floor Height (min.)	11'
F	Front-Facing Entry Element on Primary Façade	Required - See menu options
Exterior Building Materials		
G	Building Materials on Primary Façades (min. % from materials category 1 / materials category 2)	80% / 20%
H	Building Materials on Secondary Façades (min. % from materials category 1 / materials category 2)	50% / 50%

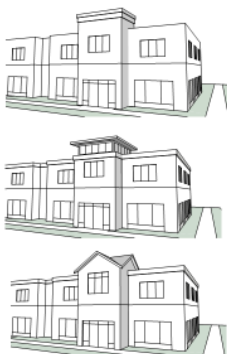


Then you will link to the next part of the code that says Exterior Building Materials. Category 1 and Category 2 you have to have 80% primary and 20% secondary materials. On facade that doesn't face the streets, on a secondary facade, it can be 50% primary and 50% secondary. That's a lot more clear than what we have today and it gives you some flexibility that's kind of inherit in the code than in the past like when they built Sam's Club. The back of Sam's Club faces a 40 foot retaining wall. There's no need for that to be fancy, nobody is ever going to see it so they could use a different kind of material there. This has kind of built in some of those things that we worked on through the code over the years.

How Do I Design My Buildings?

- Choose from a menu of options for Design Category C

- Exterior Building Materials
- Articulation
- Focal Points
- Façade Expression
- Pedestrian Interest
- Entry Elements
- Transition



How Do I Design My Building; so, within the design there's exterior building materials, articulation, focal points. In this one we're going to talk about the focal points a little bit. If you're building a focal point, you can do it this way, there are different ways you can do the focal points, and you see how you might do that to make something the focal point of the building. One of the things that we're going to do with the code that I think is going to make it easier to do is in the front of the code—or at the front of where you find the code on our website for the zoning, we will have a how to kind of instruction and also you will remember part of the contract was Tecal Productions doing a “how to” video and those are the folks that do the Chiefs promo videos. I have high hopes that they will be able to do a better job of explaining zoning than I will ever be able to do so it will help the public and the folks that we work with to do new development in the community to do a great job with that.

When you see this How Do I Design My Buildings, we're going to step through this so it's easier to understand and it's part of the code.

Design Categories

Table 15-9
Summary of
Composite Site
Design
Standards

	1 Conventional Neighborhood	2 Conservation Neighborhood	3 Neighborhood Center/ Urban Center/ TOD / Mixed-Use Residential Neighborhood	4 Commercial Corridor / Regional or Community Commercial Center	5 Employment Area / Office Park	6 Heavy Commercial / Industrial Area
Open Space	Moderate amount of landscaping (perimeter only)	High level of passive open space oriented around natural features	Open space primarily provided as patios and courtyards • Limited urban landscaping to promote pedestrian orientation and reduce visual impacts of parking	Some open space provided as patios and courtyards • Significant landscaping to reduce visual impacts of parking and enhance community image	Significant perimeter landscaping to enhance community image	Significant perimeter landscaping where adjoining other uses
Building Placement	Buildings located to allow for front and rear yards	Buildings clustered to preserve open space	Buildings located near the sidewalk edge	Buildings located near the sidewalk edge or set back	Buildings located to allow for front yards	Buildings set back from the sidewalk edge
Parking	No special considerations	No special considerations	Parking located to the rear or side of buildings in small modules / Quantity limited	Parking set back from the sidewalk edge in landscaped lots / Sufficient quantity	Parking set back from the sidewalk edge in landscaped lots / Sufficient quantity	Parking set back from the sidewalk edge / Sufficient parking
Pedestrian Circulation	Sidewalks and paths provide connections	Trails and paths provide connections	Buildings are connected to the street & transit / Sidewalks and paths connect to greenways and neighborhoods	Buildings are connected to the street & transit / Sidewalks and paths connect to greenways & neighborhoods	Paths and sidewalks connect buildings and parking	No special considerations
Vehicular Circulation	Streets provide sufficient connectivity	No special considerations	Narrow drive lanes / limited curb cuts / Off-street connections between parcels	Moderate drive lanes / limited curb cuts / Off-street connections between parcels	No special considerations	Adequate drive lanes for trucks / limited curb cuts
Drainage	Provides site amenities	Integrated with natural open space	Provides site amenities	Provides site amenities	Provides site amenities	No special considerations
Buffer Area	Landscape buffer adjacent to other land uses	Landscape buffer adjacent to other land uses	Landscape buffer or setback adjacent to existing single-family at perimeter of the development or Centers	Landscape buffer adjacent to single-family	Landscape buffer adjacent to single-family	Wide landscape buffer adjacent to single-family

- Category 3:
Neighborhood Center/
Urban Center/ TOD/
Mixed-Use Residential
Neighborhood

What about the land? How do we design the site. We're still in this neighborhood center area that we have open space requirements, building placement, parking, pedestrian, vehicular circulation, drainage, buffering and then you're going to have another part of the code that will link you to How Do I Lay Out My Site?

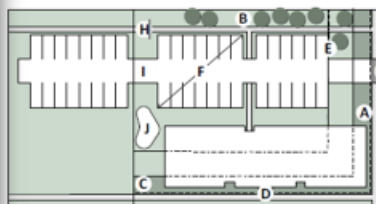
How Do I Lay Out My Site?

Table 15-11 General Design Standards for Composite Site Design Category 3

Open Space	
A Landscaping Adjacent to Sidewalks	Required where building façades are not located in the frontage area- See menu options
B Outdoor Amenity Space	Required for development with more than 65% open space or larger than 4 acres - See menu options
Building Placement	
C Street Frontage Area (min./max. from property line)	0'/15'
D Façade Width in Frontage Area (min % of lot width)	30% ¹
Parking Placement	
E Street Setback for Parking (min.)	20'
F Parking Pod Size (max. spaces)	40
Connectivity	
G Pedestrian Circulation System	Required - See design standards
H Additional Pedestrian Connectivity	Required - See menu options
I Connections to Driveways on Adjacent Properties	Required where possible
Drainage Features	
J Open Drainage and Detention Areas Designed as Amenities	Required - See design options

¹Exceptions provided for Civic uses. The Planning Director may reduce required façade width in setback area to support preservation of significant trees or tree clusters.

• Composite Site Design Category 3



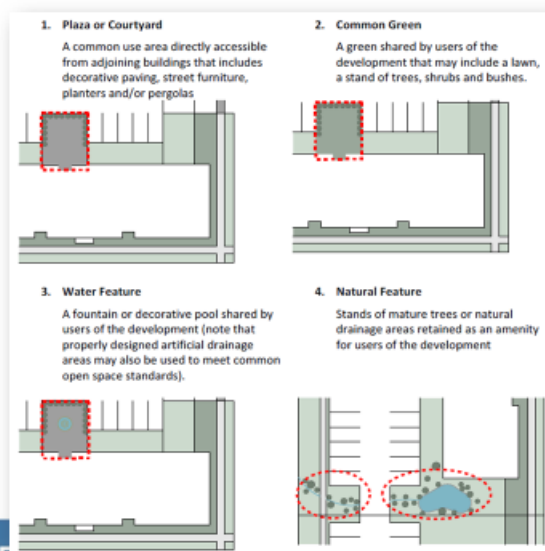
You will see landscaping adjacent to sidewalks. How does that work? Well, we go over here to A and we say if there's dark green there, that must be landscaping area adjacent to the sidewalk because the sidewalk is G, Pedestrian Circulation. Anywhere it says Required See Design Standards, this is going to be hyperlinked. The folks we're using, our Municode contractor, when we develop the code and adopt it, it will already be in Municode and we will just have to have Municode turn the switch on and it will update that for us because we're working with community folks that work directly Municode to get this done. When we have this out there, we will know it already works and all the hyperlinks work and things like that. You will go to each one of those parts with your site and the code is there and you will be able to see what that is in chart form.

Commissioner Philbrook asked what was the word were you using? What kind of code? Was you saying Municipal Code? **Mr. Richardson** said on our website, if you open up the Municipal Code, the software is called Municode, I'm sorry. Our Municipal Code is in a software program called Municode.

How Do I Lay Out My Site?

- Menu of Options

- Open Space
 - Landscaping Adjacent to Sidewalks
 - Outdoor Amenity Space
- Building Placement
- Parking Placement
- Connectivity
- Drainage Feature



Within the site layout, if you have an open space requirement and there's outdoor amenity space required, it will take you to the different ways to do outdoor amenity spaces. You could have a plaza courtyard, a common green space, you could preserve stands of mature or natural trees, you can have a water feature of some kind and within each one of these categories it will tell you and give you an example of how to do that. Right now, it's just completely text. There's very little visual in the zoning code which also makes it boring and it makes it a little harder to comprehensive.

What do they mean by having an open space, an outdoor amenity? You have a space that's about this big and you can do a plaza or a courtyard which means it doesn't have to be green. It could be brick, it could have seeding, you could preserve something that's already there so you don't have to spend any money on it. There's lots of ways to do that, so that's what we want them to know as they go through the code.

What is composite zoning?



What does this composite zoning look like? This is an example where you have several buildings, this is kind of close to what 39Rainbow is. It's not exact, but it's more of a French Louisiana feel to it, but you have the mixed-use buildings. This one might be completely residential, this one has some retail in it obviously. There might be some offices up here, but across the street you have a traditional pad space retailer and down here you have a Walmart and over here you have a grocery store. It lets you define what street type you're going to use, what kind of building you are going to use on the street and how you're going to make all these work together. Because we recognize that if you were to make somebody use just a TND zoning that we did for 39Rainbow, it's very hard to get folks to mix those uses. Even though we tried with the Merc and other grocery stores along the way and said what if we put retail—or residential on top of you, sometimes it's just hard. It's more efficient to separate the uses a little bit and take advantage of building types and building styles within the development that you can and then you get the best of both worlds. You can hide your parking a little bit, you can have all the uses you want to have and you have a really nice beautiful development that everybody is proud of.

Other Issues

- Landmark Review
 - Staff approval of minor site changes, signs, other site / building design elements?
- Overlay Districts
 - Landmark
 - Mission Road
 - Floodplain
- Other from prior meetings?



Some of the other issues we talked about were Landmark Commission review and what things can staff do so we don't have to go to the Landmark Commission. Currently, you know, we do minor site changes, we do signs, other minor things like that and do we want to extend that like, for instance, if you're replacing your roof in a historic district with the same kind of roof, you don't have to go to Landmark's. When I replaced my roof, I did it in-kind. It looks the same as it did before, I don't have to go to the Landmark Commission to get that approved. We don't want to make people do unnecessary stuff that everybody is going to agree upfront are the right thing to do.

We talked about additional Overlay Districts and what those meant and we kind of explained the floodplain ordinance as given to us by the State and by FEMA and they say here is what we would like for you to adopt. If you want to make any changes to that, show them to us ahead of time so we can approve them or deny them, and then adopt and follow that ordinance, otherwise we could say you're not eligible for federal disaster relief money. Some of these things we don't have a lot of choice about, but other things how do we—how is the Mission Road Overlay District working, how do we want to continue to work with that.

We had a list of other things marked to talk about from prior meetings.



The final thing we did is we announced that we were going to do the Commission appointee interviews that I've talked about already this evening and we let folks know that the invite for that was coming out, please respond to it.

We actually ended this meeting in about an hour and fifty minutes because you all didn't ask as many questions as they do. We wanted to go through this with you to show you what they're doing in their meetings. We're going through every issue in the Zoning Code in that level of detail. It's just taking a long time and I'm thankful to them for wanting to do that. It takes a while and sometimes you have some committee members that are very fluent and versed in zoning and development and some people that's a neighborhood leader and they want to know why they don't have a sidewalk in their neighborhood. So, you have this great divergence of knowledge base and folks in there and we want to make sure they're all on the same level playing field to give us good recommendations so that when we come forward, they're comfortable saying to you we worked really hard on this, it's good and we want to try it.

The last thing that I've told them in each of the meetings is that much like the Sign Code, we adopted a Sign Code a couple years ago, early in this process we met with all the folks that were on the Sign Code Committee and said did we miss anything and we're at five or six things to amend in the Sign Code. They're primarily related to schools and churches in residential districts and their signs aren't big—we didn't allow them enough sign area. Even though we all thought it was going to be fine when we did it, in implementation we're hearing from them saying this is just too restrictive. We had variances to the Sign Code for two or three of the new KCK schools that

just opened and none of those signs look bad. They're all attractive and what you would expect on a Middle School or a Grade School and so we will make those amendments with this as well.

Then, we will commit to coming back and meeting with the Zoning Code Steering Committee and others and making those amendments in a time period we decide on in the future because that will be very important as well. This thing could be 250 or 300 pages and we know we're going to try really hard, but we might have stuff we miss for some reason and so we will come back at a set time period and make those corrections that we need to make.

Additional Comments

Online Commenting



Finally, if anybody in the public wants to comment, we have a public comment opportunity here, zoningrewrite.digicate.com and if you go to that it will pop-up in an email and you can communicate with us that way.



I just realized the—the zoningrewrite@digicate, instead of @ it should be a dot right there, sorry about that. My phone number and my email, zoningrewrite.digicate.com are the opportunities that anybody has anytime to communicate about the Zoning Code.

I saw the longing look on your faces for me to not go past 6:30 p.m. so I have left about 20 minutes for questions and I would be happy to go through any questions you have about what's presented tonight or other parts of the code. I'm making the consultant let me do these presentations because—and this is a lot even for the staff, but I've got to feel like I'm comfortable with it before I ask you to be. The consultant is doing a lot of the work behind the scenes but I want to make sure we're all comfortable and if it doesn't happen this fall, and we need to take an extra three months, I'm not worried about that. I just want it to be right.

Commissioner Bynum said I just have a question. You brought up the Sign Code and this is just me wondering with the schools you commented on a couple of the new KCK schools and I noticed at Welborn Elementary, as they were finishing and they were almost done, it was kind of artsy, it was kind of Well Born and then that went away. Was that one of the—**Mr. Richardson** said yes. **Commissioner Bynum** said I kind of liked it. **Mr. Richardson** said it's back. **Commissioner Bynum** said yes, but I don't think it's back in that iteration. **Mr. Richardson** said it should go back just like it was. **Commissioner Philbrook** said the lettering on the building is back. I just think it's different, but anyway, I was just curious. **Mr. Richardson** said the zoning action; the zoning appeal action didn't have anything to do with that part of it. They took some of it down so

they were under their sign size because if you create your own hardship and you're too big, you can't get a variance so they took a little bit of it down, just enough to get under the regulation for a couple weeks and then put it back up. **Commissioner Bynum** said when you brought up Sign Code, it just made me wonder if that was one—**Mr. Richardson** said that was what happened there with a couple of them—I can tell you more later. **Commissioner Bynum** said that's okay.

Mr. Bach said I want to maybe just follow-up on the request of Rob. So, Rob, maybe it would be more appropriate for you after you have your study commission meetings just to send an email to all the commissioners and just note all the members that are on it and then note which ones attended rather than you having had one attend or not and just make it a list of we had a meeting, that's an update to you and here's my list and those that attended, so just make it simple in that fashion. **Mr. Richardson** said I will do that. **Mr. Bach** said I will also note, Rob as he made it through the presentation, he has sent out those individual invites to each of his committee members as he extended to you all as well if you want to get more one-on-one type information or one-on-three with you and the consultants I guess to go through it. That is available to them if they don't feel like they are getting their input into this. They have their ability to sit down and really take it on from that perspective and give that information to Rob. It's a lot of information that they are having to deal with so I can certainly see why that may be a better sitting for them to engage in a little bit.

Mayor Alvey said that concludes our presentation and I will entertain a motion.

Executive Session – 6:15 p.m.

Commissioner McKiernan made a motion, seconded by Commissioner Markley, that the Commission to go into Executive Session until 6:55 p.m. to consult with our attorneys and to discuss confidential matters regarding the status and future direction of labor negotiations, as permitted under the Kansas Open Meetings Act; and that staff designated by the County Administrator be present to participate in the discussion and that we reconvene in open session at 7:00 p.m. in the Commissioner Chambers located on the 1st floor. Roll call was taken on the motion and there were nine “Ayes,” Philbrook, Bynum, Burroughs, McKiernan, Murguia, Johnson, Kane, Markley, Walters.

Arrival time for Executive Session 6:20 p.m.

Present for the Executive Session: Bynum, Commissioner At-Large First District; Burroughs, Commissioner At-Large Second District; McKiernan, Commissioner Second District; Murguia, Commissioner Third District; Johnson, Commissioner Fourth District; Kane, Commissioner Fifth District; Markley, Commissioner Sixth District; Walters, Commissioner Seventh District; Philbrook, Commissioner Eighth District; and Mayor Alvey, Mayor/CEO; presiding. **Staff present:** Doug Bach, County Administrator; Ken Moore, Chief Legal Counsel; Gordon Criswell, Alan Howze and Melissa Sieben, Assistant County Administrators.

**MAYOR ALVEY ADJOURNED
THE MEETING AT 6:40 p.m.**

dt

Bridgette D. Cobbins
Unified Government Clerk

August 15, 2019



Suite 323
Kansas City, Kansas 66101-3070

Unified Government Clerk's Office

Bridgette D. Cobbins
Unified Government Clerk

Phone: 913-573-5260
Fax: 913-573-5299
<http://www.wycokck.org>

Memorandum

To: Doug Bach
County Administrator

From: Bridgette Cobbins
UG Clerk

Date: August 15, 2019

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.

cg

Attachment

Weekly Business Material for August 15, 2019

1. BOARD OF PUBLIC UTILITIES REPORT:

2019 Second Quarter Unaudited Financial Statement Reports for the period ending June 30, 2019.

Action: Received and filed.

2. PUBLIC NOTICE:

Alandon Tow Service, 6224 Kansas Avenue, held a public auto auction on August 6, 2019, at 10:00 a.m.

Action: Received and filed.

3. COMMUNICATION:

Pam Kahao, Accounting Manager, regarding warrant cancellation:

<u>Warrant #</u>	<u>Reissue</u>	<u>Date Issued</u>	<u>Amount</u>	<u>Fund / ACD</u>	<u>Vendor Name</u>	<u>Reason for void</u>
859830	Yes	6/14/2019	\$398.64	171 43500025269	Partners in Caring, LLC	Stale dated

Action: Received and filed.

4. PERSONNEL ACTION COMMUNICATION, DATED AUGUST 13, 2019:

Section I - Appointments

Name	Department/Division	Eff. Date	Job Title
John E Chamberlin	PW/Fleet	9/5/19	Fleet Service Worker
Stephanie M Enriquez	Finance/Treasury	9/5/19	Fiscal Supt Assistant
Corey D Hill	PW/WPC	8/22/19	General Maint Worker
Henry A Pecina	Sheriff/Detention	8/22/19	Deputy Fiscal Supt Assistant
Tina L Wall	Finance/Treasury	9/5/19	Assistant
Paul A York	Leg. Auditor	8/22/19	Auditor

Section II-Transfer

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Deana L Johnson	Sheriff/Court Security	8/8/19	Security Officer	Court Security Officer, Armed

Section V - Increases per Memorandum of Understanding

Name	Department/Division	Eff. Date	Job Title
Elmer L Asberry	Sheriff/Juv	9/7/19	Juv Care

Jr			Worker
Amber A Freeman	Sheriff/Detention	9/24/19	Deputy
George H Holt	Sheriff/Detention	9/24/19	Deputy
Samuel M Muder	Sheriff/Detention	9/24/19	Deputy
Olivia M Salazar	Sheriff/Admin	9/21/19	Clerk
Dallas J Shalz	Sheriff/Detention	9/24/19	Deputy
Tomas Zamora	Sheriff/Detention	9/24/19	Deputy

Action: Received and filed. Copy previously forwarded to Payroll.

5. PERSONNEL ACTION COMMUNICATION, DATED AUGUST 15, 2019:

Section I - Appointments

Name	Department/Division	Eff. Date	Job Title
Andrew J Alvey	Police	8/15/19	Patrolman III
Michael M.G. Beck	Police	8/15/19	Patrolman III Fiscal Supt Asst
Stachia A Elmer	Finance/Treasury	8/12/19	Asst
Patrick J Fanning	Police	8/15/19	Patrolman III
Mason C Fortner	Police	8/15/19	Patrolman III
Ricardo R Madrigal	Police	8/15/19	Patrolman III
Carlos R Ulloa	Police	8/15/19	Patrolman III

Section II-Transfer

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Jennifer M Jamison	Health	8/22/19	Dietitian	Dietitian Supervisor

Section III - Separations

Name	Department/Division	Eff. Date	Job Title
Brianna E Andrade	Police	7/31/19	Police Outreach Cadet
Keila E Avendano	Police	7/31/19	Police Outreach Cadet
Samuel Bates	Police	7/31/19	Police Outreach Cadet
Marilyn E Buff	Police	7/31/19	Police Outreach Cadet
Sallie A Calhoon	Fire/Comm	8/7/19	Fire Dispatcher Police Outreach
Tynica L Gilmore	Police	7/31/19	Cadet
Chase M Gonzales	Police	8/8/19	Trainee Police Outreach
Esrom U Griffin	Police	7/31/19	Cadet Police Outreach
Jessica Hawj	Police	7/31/19	Cadet Security Officer, Unarmed
Gregory V Jones	Police/Security	8/8/19	Police Outreach Cadet
Yoselin N Juarez	Police	7/31/19	Cadet Police Outreach
Keimonie Madison	Police	7/31/19	Cadet

Jordan M Merced	Police	7/31/19	Police Outreach Cadet
Charity A Monroe	Police	7/31/19	Police Outreach Cadet
Alexander J Perez	Police	7/31/19	Police Outreach Cadet
Kameron L Phillips	Police	7/31/19	Police Outreach Cadet
Valeria Robles	Police	7/31/19	Police Outreach Cadet
Kaytlyn V Stewart	Police	7/31/19	Police Outreach Cadet
Charles E Stites II	Sheriff/Admin	8/4/19	Deputy Police Outreach
Xavier A Straws	Police	7/31/19	Cadet

Section IV - Leave of Absence

Name	Department/Division	Lv. Beg	Lv. Ends	Leave/Pay
Daniel R Everhart	Sheriff/Detention	8/11/19	9/10/19	unpaid

Section V - Increases per Memorandum of Understanding

Name	Department/Division	Eff. Date	Job Title
Nikola Dolinar	B&L	8/11/19	Caretaker
Brad G Gaughan	Appraiser	7/31/19	RE Appraiser
Richard R McMichael	Appraiser	7/31/19	RE Appraiser
Angel M Obert	Parks/Rec	8/8/19	Manager (Asst Director)
Godfrey A Panama	Sheriff/Juv	9/7/19	Juv Care Worker
Abrianna M Salazar	Appraiser	7/31/19	RE Appraiser
Kurt D Winters	PW/WPC	8/8/19	Director
David P Young	PW/Admin	8/7/19	PW Admin

Action: Received and filed. Copy previously forwarded to Payroll.

6. TRAVEL REQUESTS:

Kent Anderson, Steve Owen and Michael York, Police, travel to Osage Beach, MO, Sept. 3 – 6, 2019, to attend FBINAA Fall Retrainer, Employee Training & Travel.

Bernardo Cacho and Mark Heath, Fire, travel to Jefferson, NC, Aug. 21 – 23, 2019, for final inspection of remount EMS ambulance.

Bridgette Cobbins, Clerk's Office, travel to Wichita, KS, Aug. 21 – 23, 2019, to attend the CIC 23rd Annual Symposium, Employee Training & Travel.

Action: Approved by Administrator's Office and received and filed.

7. COMMUNICATION:

Katherine Corwin, Dipasquale/Moore, 4050 Pennsylvania Ave., Suite 121, KCMO, stating she has been retained by Brandi Stewart in an action to recover for injuries she sustained in an incident that occurred at 326 N. Thorpe St. on Sept. 4, 2018.

Action: Received and filed. Copy previously forwarded to Legal.

8. CLAIMS FOR DAMAGES:

Elton H. Hale, Jr., 622 Lafayette Ave., alleging damage to vehicle due to collapsed alleyway.

Rebecca Sharp, 7709 Raytown Rd., Apt. 23, Raytown, MO, alleging damage to tire and lost wages due to hitting a pot hole.

Brett Stevens, 3156 Woodview #204, alleging automobile damage due to leaky pipe in parking garage.

Action: Received and filed. Copies previously forwarded to Legal.

9. SUMMONSES:

Capitol Federal Savings Bank vs. Shana McKain, et al., 2019-CV-000589
First Federal Bank of Kansas City vs. Maria Hughes, et al., 2019-CV-000593-B
Wells Fargo Bank, NA, vs. Randall K. Arnold, et al., 2019-CV-000540

Action: Received and filed. Copies previously forwarded to Legal.

10. NOTICE OF SHERIFF'S SALE:

Argentine Federal Savings vs. John G. Currie aka John Gerald Currie, Lenora S. Currie, Stephanie R. Currie, Wallis Lubricant, LLC, Unified Government of Wyandotte County/Kansas City, KS, John Doe and Mary Roe, 2019-CV-000342.

Action: Received and filed. Copy previously forwarded to Legal.

11. CERTIFICATES OF INSURANCE:

ABC Professional Tree Services, Inc.
Custom Tree Care, Inc.
FPK Security, Inc., Mark David DBA FPK Investigations
Maika Faumul DBA Family Tree Service
Mil-Spec Security Group, LLC

Action: Referred to License.

12. BUSINESS BONDS:

Electrical Contractor's Bonds:
McClure Electrical, LLC
Schwartz Electric

Mechanical/HVAC Bond:
Wejely Heating & Cooling, LLC

Plumber's Bond:

Daniel Llamas DBA KC Drain Pros

Sign Hanger's Bond:

Reynolds and Miller Holding DBA Fast Signs 90101

Action: Referred to License.

13. CONTINUATION CERTIFICATES:

Mechanical Contractor's Bond:

Total Comfort Heating & Cooling, Inc.

Sign Installation & Service Contractor's Bond:

Roderick Advertising Co., Inc.

Action: Referred to License.

14. CANCELLATION NOTICE:

Electrical Contractor's Bond:

Barnzy Electric, LLC

Action: Referred to License.

15. APPLICATION FOR DRINKING EST./PUBLIC VENUE:

Lester Lawson DBA Reichs Club, 3405 Strong Ave.

Action: Referred to License.

16. APPLICATION FOR CMB TEMPORARY LICENSE:

Lao Buddhist Association of Olathe/Outhong Phansiri DBA Lao Buddhist Association of Olathe, 1315 N. 139th St., Aug. 31, 2019, 8:30 a.m. – Sept. 1, 2019, 11:00 p.m.

Action: Referred to License.

17. APPLICATIONS FOR LIQUOR TEMPORARY LICENSE:

JGK Entertainment, LLC, for Brawl in the Hall, 600 N. 7th St., Aug. 16, 2019, 7:00 – 11:30 p.m.

Linda Kolenda for Christ the King Catholic Church, 3024 N. 53rd St., Aug. 24, 2019, 5:00 – 9:00 p.m.

Barbara Lehman for German Fest Celebration, 13700 Polfer Rd., Oct. 5, 2019, 4:00 – 8:00 p.m.

St. John the Baptist Catholic Church for the Annual Parish Festival, 708 N. 4th St., Aug. 17, 2019, 4:00 – 11:00 p.m.

Action: Referred to License.

18. APPLICATION FOR PRIVATE CLUB CLASS B:

Gregory S. Thompson DBA Bar None Lounge, LLC, 1200 Osage Ave.

Action: Referred to License.

19. APPLICATIONS FOR PRIVATE SECURITY BUSINESS:

Mil-Spec Security Group, LLC DBA Mil-Spec Security Group, LLC, PO Box 1636, Lawrence, KS
Securitas Security Services/Dan Arnold DBA Securitas Security Services, 8330 Ward Pkwy., Ste.
220, KCMO

Action: Referred to License.



Suite 323
Kansas City, Kansas 66101-3070

Unified Government Clerk's Office

Bridgette D. Cobbins
Unified Government Clerk

Phone: 913-573-5260
Fax: 913-573-5299
<http://www.wycokck.org>

Memorandum

To: Doug Bach
County Administrator

From: Bridgette Cobbins
UG Clerk

Date: August 22, 2019

Re: Weekly Business Material

Attached is a listing of weekly business items presented to the Unified Government of Wyandotte County/Kansas City, Kansas, for informational purposes.

In addition to the listing of the items, we have indicated the action taken by the Unified Government Clerk.

mbb

Attachment

1. ELECTION ABSTRACT:

Abstract of votes cast in Wyandotte County, State of Kansas, at the Primary Election, held August 6, 2019.

Action: Received and filed.

2. PUBLIC NOTICE:

All City Tow Service, 1015 S. Bethany, held a public auto auction on July 25, 2019 at 10:00 a.m.

Action: Received and filed.

3. PUBLIC NOTICE:

All City Tow Service, 1015 S. Bethany, held a public auto auction on August 15, 2019 at 10:00 a.m.

Action: Received and filed.

4. REPORT:

Self-Supported Municipal Improvement District (SSMID) of Downtown Kansas City, KS financial report for the month of July 2019.

Action: Received and filed.

5. LETTERS OF UNDERSTANDING:

Unified Government of Wyandotte County/Kansas City, Kansas and the Kansas City Kansas Police Department and the United Food & Commercial Workers, District Union Local Two on this 5th day of June 2019.

Unified Government of Wyandotte County/Kansas City, Kansas and the Fire Department (“Unified Government” or “UG”) and Local 64 IAFF (“Union”).

Action: Approved by County Administrator and received and filed.

6. COMMUNICATION:

Bridgette Cobbins, UG Clerk, listing bids received August 21, 2019, for Project ID #B29719 – Harley Davidson Motorcycle for KCKPD.

Bridgette Cobbins, UG Clerk, listing bids received August 21, 2019, for Project ID #6302 – Kaw Point WWTP Centrate Pump Station.

Action: Received and filed. Copies previously forwarded to County Administrator, Emma Scovil, Legislative Auditor and Public Works.

7. COMMUNICATION:

Pam Kahao, Accounting Manager, regarding warrant cancellation:

<u>Warrant #</u>	<u>Reissue?</u>	<u>Date Issued</u>	<u>AMOUNT</u>	<u>FUND / ACD</u>	<u>Vendor Name</u>	<u>Reason for void (dropdown)</u>
856840	YES	4/18/2019	\$ 30.37	790 2113	Lawson, Tommy Dean	Stale dated
			\$ 22.50	160 2125		
859711	YES	6/7/2019	\$ 500.50	750 2008	AFSCME Council 61	Stale dated
860574	YES	6/21/2019	\$ 2,005.31	791 98150015571	Shipley, Derrick and Jamie (Name misspelled s/b Darrick)	Other (Explain)

Action: Received and filed.

8. PERSONNEL ACTION COMMUNICATION, DATED AUGUST 20, 2019:

Section I - Appointment

Name	Department/Division	Eff. Date	Job Title
Ashton D Weaver	311 Operations	9/5/19	Office Asst III

Section II-Transfer

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Maya R Banks	Police	8/15/19	Office Asst III	Prof Programs Asst

Section III - Separations

Name	Department/Division	Eff. Date	Job Title
Jordan B Engel	Fire/Comm	8/19/19	Fire Dispatcher
Antonio L Vereen	Sheriff/Detention	8/7/19	Deputy

Section VIII - Other Requests

Name	Department/Division	Action Requested and Explanation
------	---------------------	----------------------------------

Angel Joyce	Police	ACD code change effective 8/15/19
Wendy E Medina	Police	Out of grade oc code 1419 Prof Progs Asst to oc code 1418 Prog Supervisor and rg/stp effective 8/19/19
David A Shost	Fire	Amend PAC 8/8/19 to reflect change in vacation effective 8/7/19
David P Young	PW/Admin	Amend PAC 8/15/19 to reflect change in range effective 8/7/19

Action: Received and filed Copy previously forwarded to Payroll.

9. PERSONNEL ACTION COMMUNICATION, DATED AUGUST 15, 2019:

Section III - Separations

Name	Department/Division	Eff. Date	Job Title
Manohar Sai Kumar Boorlu	DA's Office	8/23/19	Info Systems Analyst

Action: Received and filed. Copy previously forwarded to Payroll.

10. CLAIM FOR DAMAGES:

Brandi Stewart, through Katherine G. Corwin, Attorney, 4050 Pennsylvania Avenue, Suite 121, Kansas City, MO, alleging bodily injuries due to a hole in the ground.

Jacqueline Gard, 808 Sandusky Avenue, alleging damages to home from the Unified Government mowing and debris hitting the home.

Louis Taylor, 3635 College St., KCMO, alleging damages to car due to pothole.

Sandra Teachout, 331 N. 17th St., KCK, alleging damages to tire due to pothole.

Action: Received and filed. Copies previously forwarded to Legal.

11. SUMMONS:

Madeline Waldeck vs. The Unified Government of Wyandotte County/Kansas, Case No. 2:19–CV–02457.

The Unified Government of Wyandotte County/Kansas City, Kansas, vs. Patricia Rogers, Case No. 18PT02COA266.

Wilmington Savings Fund Society, FSB as trustee Clerk of the Wyandotte County District Court vs. Donald Long, et. al., Case No. 2019-CV-000609.

Action: Received and filed. Copies previously forwarded to Legal.

12. TRAVEL REQUESTS:

Kenneth Moore and Misty Brown – Polo, Legal Department, travel to Washington, DC, August 20 – 21, 2019, to attend the meeting with EPA to discuss the consent decree, Sewer System Fund.

Dustin Dierenfeldt, Police Department-West Patrol Division-Midtown Patrol Station, travel to St. Louis, MO, June 30 – July 1, 2019, to attend Officer Michael Langsdorf Funeral, Employee Training & Travel.

John Doppelmann and Harvey Fields, Fire/Prevention/Inspections, travel to Emmitsburg, MD, September 14 – 21, 2019, to attend Plans Review for Fire and Life Safety Conference, N/A.

Mark Palmerin II and Carlos Rodriguez, KCKPD/EOD, travel to Anniston, AL, November 3 – 9, 2019, to attend HAZMAT Conference, N/A.

George Sims, Police/Operations, travel to Kansas City, MO, September 17 – December 3, 2019

Action: Approved by Administrator's Office and received and filed.

13. CERTIFICATES OF INSURANCE:

Allied Universal Topco, LLC
Richard Tree Service
Securitas Holdings, Inc.

Action: Referred to License.

14. BUSINESS BONDS:

Electrical Contractor's Bonds:
Gerald Brungardt
Quality Electrical Service, LLC
Redline Electric, LLC

Mechanical/HVAC Bond:
Blue Heating & Cooling
Maven Mechanical Services, Inc.

Action: Referred to License.

15. CONTINUATION CERTIFICATES:

Plumber's Bond:
Blue River Plumbing, Inc.
Plumbing by Fisher, Inc.

Action: Referred to License.

16. CANCELLATION NOTICE:

Electrical Contractor Bond:
Daniel Fulton DBA Fulton Electric

Action: Referred to License.

17. APPLICATION FOR CATERER/DRINKING ESTABLISHMENT/HOTEL:

Taco Vida, LLC DBA Taco Republic, 500 County Line Rd.

Action: Referred to License.

18. APPLICATION FOR MASSAGE THERAPIST'S LICENSE:

Kelsey Bennett d/b with Chateau Avalon Hotel, 701 Village West Pkwy.

Action: Referred to License.



Staff Request for Commission Action

Tracking No. 19902

Full Commission Meeting Date: 8/15/19

Committee: Full Commission

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

Publication Required: No

<u>Date:</u> 8/9/2019	<u>Contact Name:</u> Melissa Sieben	<u>Contact Phone:</u> x5017	<u>Contact Email:</u> msieben@wycokck.org	<u>Department/Division:</u> Administrator's Office
<u>Item Description:</u>				
<u>Action Requested:</u>				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> MOU				

MEMORANDUM OF AGREEMENT

Between

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

and

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES AND LOCAL
NO. 3475 OF MISSOURI/KANSAS STATE COUNCIL NO. 61**

JANUARY 1, 2018 - DECEMBER 31, 2019

SERVICE AND MAINTENANCE UNIT

CLERICAL UNIT

TECHNICAL UNIT

**KANSAS CITY - LOCAL 3475
MEMORANDUM
2018 - 2019**

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DEFINITIONS

Administrator:	Administrator of the Unified Government of Wyandotte County, Kansas City, Kansas.
A.F.S.C.M.E.:	American Federation of State, County, and Municipal Employees, Local No. 3475 of A.F.S.C.M.E. Missouri/Kansas State, Council No. 72.
City:	The Unified Government of Wyandotte County, Kansas City, Kansas.
County:	Wyandotte County, Kansas.
Department:	A Department of the Unified Government of Wyandotte County, Kansas City, Kansas.
Division:	A Division of the Unified Government of Wyandotte County, Kansas City, Kansas.
Employee:	A member of the bargaining unit herein as certified by the Kansas Public Employer-Employee Relations Board.
Employer:	Unified Government of Wyandotte County, Kansas City, Kansas.
Gender:	The male shall include the female and the female shall include the male.
Immediate Supervisor:	The person directly above the employee in the chain of command.
Memorandum:	The Memorandum of Agreement between Unified Government of Wyandotte County, Kansas City, Kansas and A.F.S.C.M.E. on behalf of the recognized bargaining unit members.
Part-time A Employee:	An employee who works at least a 20-hour week, year round.
Part-time B Employee:	An employee who works less than a 20-hour week, year round.
H.R.G.	The Unified Government's Human Resource Guide.
P.E.R.B.:	Kansas Public Employer-Employee Relations Board.

Regular Employee: Unified Government employee who has successfully completed his probationary period and who regularly works a forty hour week on a year-round basis.

Unified Government: The Unified Government of Wyandotte County/Kansas City, Kansas

Union: American Federation of State, County and Municipal Employees, Local No. 3475 of Missouri/Kansas State, Council No. 61.

MEMORANDUM OF AGREEMENT

ARTICLE 1 - PREAMBLE

§ 1.1 Preamble

This Memorandum of Agreement is entered into by and between the Unified Government of Wyandotte County/Kansas City, Kansas, hereinafter referred to as the "UG" or "Employer" and Local No. 3475 of Missouri/Kansas State Council No. 61, American Federation of State, County and Municipal Employees, hereinafter referred to as the "Union."

It is the purpose of this Memorandum to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences that may arise, and to establish proper standards of wages, hours and other conditions of employment.

ARTICLE 2 - RECOGNITION

§ 2.1 Recognition

The Employer recognizes the Union as the exclusive bargaining representative for the employees of UG as set forth in Kansas Public Employer-Employee Relations Board Unit Determination Case No. 75-UDC-1A-1B-1C-1987, dated July 14, 1987, as amended by agreement of the parties or further order of PERB.

§ 2.2 Part-Time Employees

If a part-time employee works 40 hours or more for a six-month period, the Union may request in writing and the Unified Government shall then consider whether such position shall be created as a full-time position. Seasonal employees are not included herein. Part-time employees who work more than 40 hours in a given work week shall be paid overtime or

receive compensatory time, at the supervisor's discretion, at the rate of one and one-half times their base hourly rate.

§ 2.3 New Positions

When any new regular employee job classification is created in UG which classification is not contained in any other UG bargaining unit, the UG will notify the Union. If UG and Union agree that the classification is included in this bargaining unit the rate of pay for said classification shall be subject to the meet and confer process.

§ 2.4 Working Out of Classification - Duties/Pay

Regular employees routinely performing (the duties and responsibilities of a higher paid job classification for five (5) consecutive workdays, shall be compensated at the rate of pay of the higher rated job classification beginning on the second (2nd) consecutive workday. The appropriate supervisor shall make a determination of what is required for bargaining unit employees to become certified and fully qualified in higher rated job classifications within the employee's division, department or unit to which the employee may be assigned to work. Employees performing the step up duties of a supervisory position shall be compensated at the first step within that salary range which would provide an increase to the employee.

§ 2.5 Job Audits

The UG shall provide, upon written application on the UG approved form and with the appropriate supervisor's approval, a review of an employee's classification in accordance with the provision of UG's Human Resource Guide in effect at the time of the request. The UG's initial response to the employee's written request will be provided in writing to the employee and the Union within 45 days. From the time the audit is granted the UG shall have 110 days to complete the audit.

§ 2.6 Orientation

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. UG shall also distribute to new bargaining unit employees informational packets about the Union, which packets shall be prepared, printed and delivered by the Union to the UG Human Resources Department. UG shall provide to the Union quarterly, a list of all current AFSCME covered employees upon union's request. UG will make a reasonable effort to provide the requested within a reasonable time frame.

ARTICLE 3 - NON-DISCRIMINATION

§ 3.1 Discrimination Prohibited

Neither UG nor the Union shall discriminate against an employee covered by this Memorandum in a manner which would violate any applicable laws because of race, creed, color, national origin, age, gender, religion or disability.

§ 3.2 Union Membership or Activity

Neither UG nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership or exercise of their rights under this Memorandum.

§ 3.3 Union Fair Representation

The Union recognizes its responsibility as bargaining representative and agrees fairly to

represent all employees in the bargaining unit.

ARTICLE 4 - UNION/UG COOPERATION-MANAGEMENT RIGHTS

§ 4.1 Union/UG Cooperation

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

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

§ 4.2 Management Rights

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

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 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 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 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 carryout the mission of 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 prerogative and responsibilities normally inherent in management of UG which are not in conflict with 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 UG.

§ 4.3 Labor Management Committee

A. Committee Makeup

The Employer and the Union agree to create a Labor Management Committee. This Committee shall consist of six (6) members, three (3) members shall be appointed by UG and three (3) members shall be appointed by the Union.

B. Committee Meetings

The Committee shall meet within thirty (30) days of written notice of a request to the other party for such meeting by the Union President or designee or the Personnel Director of UG or designee.

C. Purposes of Meetings

The purpose of the meetings shall be to:

1. Establish an effective employer-employee relationship;
2. Discuss the administration of this Agreement;
3. Disseminate information of interest to the parties; and,
4. Discuss other items as mutually agreed prior to the meeting.

The committee shall have no authority to change, delete or modify any of the terms of the existing Memorandum of Agreement nor to settle any grievances arising under the Agreement. Action taken by the committee would be non-binding upon the Union and the Employer.

D. Department or Division Labor Management Committees

Nothing herein shall prohibit UG Departments or Divisions from forming their own Labor-management committees. These committees may be formed by the Department or Division Head and the Union. These committees shall meet within thirty (30) days from the date of written notice by the Union President or designee to the Department or Division Head or designee and the Personnel Director or designee or notice by the Department or Division Head or designee to the Union President or designee requesting such meeting.

E. Informal Meetings

Nothing in this Article precludes the Employer and its designees from meeting with employees, Union Stewards or other designated Union representatives on an informal basis.

ARTICLE 5 - PROBATIONARY PERIOD

There are two classifications of probationary periods for employees. The first is

applicable to new hires and the other is employees who have been promoted to or transferred to other bargaining unit classifications.

§ 5.1 New Hires

New employees shall be considered Probationary Employees for the first six (6) months of their employment, unless extended in writing by mutual agreement of the UG and the Union. Any interruption of employment (leave, sickness, etc.) in excess of five (5) days during the probationary period shall not be counted as part of the probationary period. During this probationary period, an employee shall be given instruction as to the duties of the position to which he is assigned. A general outline of his job duties for his new position shall be provided.

Probationary employees may be discharged at the sole discretion of UG without recourse to the provisions of this Memorandum. Probationary employees shall not accrue seniority until the completion of their probationary period. Upon the completion of their probationary period, the employee's seniority date will be measured from their date of hire as provided in Article 6.

§ 5.2 Promotions, Demotions and Transfers

An Employee who receives a promotion, demotion or transfer to another bargaining unit classification shall serve a probationary period of ninety (90) calendar days in such classification, unless extended by mutual written agreement between UG and the Union, before such appointment becomes permanent. During this period the employee shall be given instruction as to the duties of the position to which he is assigned. An employee who does not perform his duties satisfactorily or who is dissatisfied with his new position may be returned to his former position at any time within the ninety (90) calendar day period at the discretion of the UG. If his former position is no longer vacant, the UG shall make a reasonable effort to place the employee in a vacant position most equitable in pay to the former position held by the

employee and for which the employee is qualified elsewhere in UG.

ARTICLE 6 – SENIORITY AND JDO BIDDING

§ 6.1 UG Seniority

UG seniority shall be measured by continuous service as an employee of UG, the County or the City. This service shall be measured from the date of last hire. Seniority shall be broken by discharge, resignation, retirement, layoff in excess of twelve (12) months, permanent disability, suspensions of thirty (30) days or more if the employee is called back to work from layoff and does not report for work within fourteen (14) calendar days, failure to return to work at the expiration of any approved leave of absence, vacation or disciplinary layoff. In case of disputes concerning seniority, the Employer's records shall govern this measurement. In the event seniority is the same, the senior employee shall be determined in inverse alphabetical order by the last name of the employee as such last name appears on UG's payroll records. Temporary or part-time employees shall not accumulate nor exercise any seniority rights except part-time A or B employees shall accumulate seniority in relation only to other part-time employees concerning layoffs and bidding for part-time positions. UG seniority will be utilized as indicated in this Memorandum.

§ 6.2 Seniority Lists

The Union will be provided with a seniority list annually. Said list shall be posted at reasonable locations. Seniority lists shall contain the name of the employee, classification, position number and seniority date. In the event an employee believes an error has been made as to his position on the seniority list, he shall notify Human Resources in writing within five (5) calendar days of the list's posting. Employees who were previously employed by Wyandotte

County who accrete to this bargaining unit shall have their seniority (last date of hire) dovetailed within the bargaining unit's then existing seniority list. Upon request, the President, or his/her designee, may obtain an updated seniority list from the Human Resource Director.

§ 6.3 Bidding Procedures – Juvenile Detention Officers

a. Annual Bid

Juvenile Detention Officers (JDOs) shall be assigned annually to their respective shifts and days off on a bid basis in accordance with seniority. Bidding shall occur annually on or before December 15 of each year to become effective the first day of the first pay period in January. Probationary JDOs shall have no bidding rights, and may be assigned at the discretion of the employer after all eligible JDOs have bid. Bidding shall occur at a designated place which is mutually agreed upon by the employer and the union and shall take place between the hours of 0800 and 1700. JDOs shall be assigned a time to bid in accordance with their seniority. Once a JDO has submitted his bid, he shall immediately leave the bidding area.

b. Absentee Bid - Failure to Bid

In the event a JDO is going to be absent during the entire period in which he is assigned to bid, he shall have an opportunity to exercise his bid right by proxy. The proxy shall be signed by the Deputy and shall specify four alternate bid choices. The proxy shall be given to the President of the Union or his designee, who shall exercise it, and provide one copy to the employer's designee. If the absent JDO is unable to obtain a bid position with any of his alternative choices, he shall then be assigned to an unbid position by the employer's designee. JDOs who do not exercise the opportunity to bid during the appropriate period shall forfeit their right to bid. The JDO may be assigned to any unbid position by the employer's designee. All bids shall be tabulated and certified by the employer's designee, and the President of the union or

his designee.

Prior to implementation, the Employer agrees to notify the union at least 30 days in advance of any changes or additions in bid assignments or shifts and allow for rebids or 'bumps' where applicable.

ARTICLE 7 - PROMOTIONS AND RECRUITMENT

§ 7.1 GENERAL

- A. 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 employees applying for a vacant position.
- B. In order to qualify for a permanent promotion, an employee must be able to immediately perform the job and must have been properly tested or certified where necessary.
- C. Employees may submit resumes and applications for UG positions outside of the bargaining unit.

§ 7.2 Permanent Vacancies

A. Determination to Fill

When any permanent job vacancy exists in a bargaining unit position, UG may determine within forty-five (45) days from the declaration of the vacancy by UG, whether such position shall be filled. When such determination to fill the position is made, the Union shall be notified of same. If it is determined that the position is to be filled, it shall be posted within fifty (50) working days from the determination to

fill it or within a reasonable time thereafter. 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 applications.

B. Procedure to Fill

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

- 1) Such job vacancies shall be posted not less than seven (7) calendar days along with information relating to the qualifications required for the position and the department to which the position is assigned.
- 2) Employees desiring to apply for a job vacancy may do so by being qualified and/or certified and submitting a completed job application to Personnel within the posting period.
- 3) Such vacancies shall be awarded to the best qualified applicant considering the applicant's training, tests scores, education, experience, performance and ability as long as such selection does not contravene any affirmative legal responsibility placed upon UG, and if all qualifications are equal, then UG seniority shall control in selection of the employee to fill the job vacancy.

C. Entry Level Treasury Positions.

The positions of Fiscal Support Assistant and Administrative Support Assistant in Motor Vehicle within the Treasury Department of the Employer shall be exempt from the requirements of Subsections A. and B. of this Section 7.2 when the Employer is filling such positions. The Employer is not required to

post these positions internally within the bargaining unit prior to seeking outside applicants.

§ 7.3 Filling Vacancies

Consistent with UG's equal employment opportunity statements, as amended from time to time, such amendments shall be provided to the Union in a timely manner, it is agreed that when reasonable vacancies occur in positions within the bargaining unit they shall be filled by the promotion or selection of the best qualified employees. However, nothing herein shall prohibit the Employer from advertising for applicants for bargaining unit positions, which positions, within 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 qualified applicants.

ARTICLE 8 – LAYOFFS, RECALL AND POSITION ELIMINATION

§ 8.1 Notice of Layoff

When it is determined that a reduction in force is necessary, UG will notify the Union and affected employees of the impending layoff and the date thereof. In the event the UG decides to permanently eliminate a vacant position the Union shall be notified prior to the elimination.

§ 8.2 Layoff

- A. Layoffs or job displacement due to reduction in force shall be made according to UG seniority, by job classification or within a classification's line of progression (e.g. Office Assistant III, II, I; Data Control Clerk III, II, I; Engineering Technicians II, I; Parking Control Officer II, I; Program Technician II, I etc.). Provided further

that senior employees within that classification line of progression may displace the most junior employee in their classification or line of progression provided further, the bumping employee is immediately capable of performing the duties of the new position within an eighty (80) working hour orientation period. UG shall provide a written evaluation at the conclusion of the orientation period. The displaced and most junior employee within the classification line of progression shall have no displacement rights, but shall possess recall rights set forth in § 8.3 except that if the former position of a laid off employee, whose seniority was not severed is recreated, that employee shall be given the right of first refusal to be recalled back to that position. If the employee refuses, then the seniority is immediately severed.

- B. No regular employee in the bargaining unit shall be laid-off as long as there are probationary employees working in the affected classifications.
- C. Nothing in this Memorandum shall prohibit the employer from entering into discussions of alternatives to layoffs with the Union.

§ 8.3 Recall Rights

- A. The order of recall shall be governed by the employee's qualifications and UG seniority within his former job classification.
- B. Notification of recall shall be given by the UG by certified mail, return receipt requested, to the recalled employee at his last address furnished to UG.
- C. Within ten (10) calendar days after such notice is postmarked, the employee must advise the Personnel Division whether he accepts such reinstatement. Any recalled employee who fails to notify the Personnel Division within ten (10) calendar days, as outlined above, shall forfeit all seniority rights and opportunities for future recall.

The next qualified employee on the appropriate seniority list may be notified of the opening and the above procedure shall be repeated until the vacancy is filled. If no qualified employee remains on the appropriate seniority list to fill the vacancy, then the vacancy may be filled by new hires.

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

ARTICLE 9 - WORK PERIODS

§ 9.1 General

UG has the management right to change the hours of work shifts or work periods and to institute new work shifts or periods. The employer will make reasonable efforts to notify the designated Union representative of major changes in work shifts or work periods in advance of such changes. When new permanent work shifts are created, employees within the affected units and employee classifications may express their desire to be assigned to any new permanent work shift within their unit and classifications. If the employees are immediately qualified to perform the duties of the position, then seniority shall be used in assigning employees to such new permanent work shifts within the appropriate unit and job classification.

§ 9.2 Standard Work Week

The standard work week for regular employees other than Juvenile Detention Officers (JDOs) shall be forty (40) hours, within a consecutive seven (7) day period with two (2)

consecutive days off, except where operational needs require otherwise. The standard work period for Juvenile Detention Officers shall be eighty-six (86) hours within a consecutive fourteen (14) day period with two (2) or more consecutive days off twice during the fourteen (14) day period. The standard work period may be varied where operational needs require otherwise. Employees shall be advised of any changes in the beginning of their standard work week.

§ 9.3 Standard Work Day

Except during shift or job change periods, a standard work day for regular employees other than Juvenile Detention Officers 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 § 9.4 and except where alternative work schedules have been assigned. For Juvenile Detention Officers a standard work day shall consist of twelve (12) hours in a twenty-four (24) hour period, except for a thirty (30) minute intermission for lunch as provided in § 9.4.

§ 9.4 Meal Period

Each employee whose work hours cover a nine (9) hour period (e.g. 8:00 a.m. to 5:00 p.m.) shall be entitled to a sixty (60) minute meal period. Each employee whose work hours cover an eight and one-half (8.5) hour period (e.g. 8:30 a.m. to 5:00 p.m.) shall be entitled to a thirty (30) minute meal period. Each employee whose work hours cover a twelve (12) hour period shall be entitled to a thirty (30) minute meal period.

§ 9.5 Rest Periods

Employees will be allowed not to exceed two (2) fifteen (15) minute rest breaks (one in the morning and one in the afternoon), or an equivalent amount of time, per normal working day. Employees working more than the standard eight (8) hour work day shall be entitled to an

additional fifteen (15) minute break for each four (4) hours worked. Designation of rest break times and locations shall be at the supervisor's discretion. Rest breaks shall not be taken in conjunction with the employee's lunch period, except at the request of the employee's supervisor.

§ 9.6 Alternative Work Schedules

The employer agrees that it will investigate possible alternative work schedules, when deemed appropriate.

§ 9.7 Tardiness or Failure to Punch Time Card

- A. Employees reporting late for work, i.e., unprepared to begin their work at the beginning of the scheduled shift, or failing to punch their time card will be disciplined according to the following schedule:

1 to 8 minutes late - no penalty, except as provided in paragraph (B) herein.

After 8 minutes late, docked for time actually missed.

- B. Employees who are tardy or fail to punch their time card three (3) times in a twelve consecutive month period shall be classified as habitual offenders of being tardy for work. After the third tardy, the employee will be advised in writing that any further tardies or failure to punch time clock are subject to discipline as set forth below, in addition to the provisions of section A above:

Fourth offense in consecutive 12 month period: written warning.

Fifth offense in consecutive 12 month period: 1 day suspension without pay.

Sixth offense in consecutive 12 month period: 3 day suspension without pay.

Seventh offense in consecutive 12 month period: Termination.

- C. Supervisor(s) have discretion to excuse tardiness on a case by case basis. The

supervisor(s) decision on whether to excuse the tardiness or failure to punch the time clock is final and is not subject to any grievance procedure or other review. However, any discipline imposed as a result of the tardiness or failure to punch the time clock is subject to the grievance procedures in this contract.

ARTICLE 10 - OVERTIME

§ 10.1 Overtime

All employees other than Juvenile Detention Officers shall receive one and one-half ($1 \frac{1}{2}$) times their actual hourly rate of pay or compensatory time for work performed in excess of forty (40) hours in a given work week. Juvenile Detention Officers shall receive one and one-half ($1 \frac{1}{2}$) times their actual hourly rate of pay or compensatory time for work performed in excess of eighty-six (86) hours in a given work period. Compensatory time may be accrued, up to a maximum of two hundred forty (240), in lieu of overtime payment at the employee's election with approval by the appropriate supervisor. Use of compensatory time shall be authorized by a written request by an employee and written approval by the immediate supervisor and Department head. Overtime shall only be time actually worked and when approved by UG. Provided that, for purposes of overtime calculations, the hours taken by an employee as a holiday (§§ 18.1, 18.2, 18.3), worked during a holiday (§ 18.4) or vacation (Article 17), except as provided in § 17.7 herein, shall be considered as hours worked within a given work week.

§ 10.2 Duty to Perform

Employees are required to work reasonable amounts of overtime when requested by the employer. In cases of emergency, as determined by the appropriate supervisor, employees are

required to remain fit to perform and work overtime as requested and are subject to discipline for any refusal to so work. When notified by their supervisor during their normal work shift that they may be called for overtime during their non-working hours, employees must be available to answer and respond to notice from UG to work overtime. Any employee who refuses work or does not maintain fitness for duty for such an overtime work assignment may be subject to discipline.

§ 10.3 Distribution of Overtime

To the extent reasonable, overtime will be distributed as equally as possible among regular employees of the same classification in a Department/Division who are willing to work overtime.

Qualified employees may volunteer to work overtime by placing their name on the appropriate overtime list. These lists shall be posted every quarter by the appropriate Division for sign up purposes. Each list will be exhausted before returning to the top person on the list, except when new lists are issued.

In addition to the volunteer list each Department/Division will maintain a forced overtime list. Employees will be placed on the list in the order of inverse seniority. When the employer determines that overtime is needed and no volunteers can be garnered then the employer will utilize the forced overtime list starting from the top down. Once an employee has worked forced overtime their name will fall to the bottom of the forced overtime list.

Except in cases of emergencies no employee will work more than 20 hours of forced overtime, inclusive of any scheduled overtime, in a standard work week. There shall be no limit on voluntary overtime.

§ 10.4 Overtime Credits

Employees shall receive overtime credits in one-quarter (1/4) hour increments. Any time an employee is assigned and works at least eight (8) minutes of a worked quarter (1/4) hour of overtime, he shall be credited with one quarter (1/4) hour at the appropriate overtime rate.

§ 10.5 Overtime Call In/Back Time

A. Vacation Period or Regularly Scheduled Day Off

When an employee is called in to work during his vacation or one of his regular days off, then he shall receive a minimum of two (2) hours pay at his regular straight time rate from the time he arrives at his work.

B. Regularly Scheduled Work Day

When an employee is called back in to work, in order to perform work assigned by the UG, after his regular working hours and after he had left his last work site or been released at the conclusion of his regular work day, then he shall receive a minimum of two (2) hours pay at his regular straight time rate from the time he arrives at his work.

ARTICLE 11 - DISCIPLINE

§ 11.1 General

The Union recognizes that UG has the responsibility for maintaining discipline and the efficient and orderly operation of the various Divisions and Departments of UG. Accordingly, the authority to discipline employees is vested exclusively in the appropriate Divisions or Departments. However, the appropriate Directors or Supervisors may, from time to time, delegate this authority to subordinate supervisors. Employees, excluding probationary

employees, shall only be disciplined or discharged for just cause. Discipline or discharge for just cause shall include, but shall not be limited to, discipline or discharge for violation of the UG's Human Resource Guide, Ethics Code and Safety Rules. Consistent with other provisions of this Article, UG's rules, as may be modified from time to time by UG, shall recognize, when appropriate, corrective discipline, and shall be followed as the appropriate discipline for the specified violations. UG shall provide to the Union a copy of UG's Rules reflecting the disciplinary policy of UG and all modifications or amendments thereto within 21 days. Violations which are not specified shall be subject to discipline within UG's discretion.

§ 11.2 Imposing Discipline

- A. Discipline shall be imposed within fifteen (15) calendar days after UG is aware of the event or action giving rise to the discipline, unless UG deems it necessary to extend this time for purposes of conducting and/or completing its inquiry or investigation concerning the alleged act(s). A full explanation of this necessity shall be given to the effected employee and, if requested, to the Union following the imposition of discipline.
- B. When disciplinary action is taken, the employee shall be advised of the nature of the offense and the discipline being administered. Such notice shall be placed in writing as soon as reasonably practicable. If discipline other than a verbal warning is to be imposed, the employee may request that his Union steward be present.
- C. The severity of the discipline imposed shall be consistent with the offense committed and may include the following:
 - 1. Verbal Warning
 - 2. Written Reprimand

3. Suspension

4. Discharge

§ 11.3 Forfeiture of Benefits and Rights

Employees who are terminated for just cause shall forfeit all employment benefits and rights, except accumulated vacation days, retirement benefits in accordance with applicable law and any accrued wages.

§ 11.4 On-the-Job Injury

An employee who fails to report to his superior any on-the-job injury immediately after becoming aware of the injury shall be suspended for at least one (1) day without pay.

§ 11.5 Separation from Employment

Upon separation from employment with UG, all assigned work clothing, safety equipment, hard hats, uniforms, vests, gloves, protective eye wear, keys, tools or any other equipment or materials provided the employee by UG shall be returned. Failure to do so shall result in UG's withholding a reasonable amount, not to exceed 75% of the cost of the replacement of the issued items, from the employee's final paycheck(s) to compensate UG for such items not returned.

§ 11.6 Effectuation of Suspensions Without Pay

Except as provided herein, disciplinary suspensions without pay in excess of three (3) work days may not be effectuated until after the second (2nd) step grievance hearing response has been issued by the employer or within seventeen (17) work days of the filing of the grievance, whichever is first.

Whenever the UG is recommending the termination of an employee, the employee may be suspended prior to the completion of the second step grievance hearing. The UG shall

complete disciplinary investigations as soon as practicable, but not to exceed 90 days from the commencement of the investigation, except, in exceptional circumstances.

§ 11.7 Retention Policy for Disciplinary Records

Disciplinary actions shall be removed from the employee's personnel file, upon the employee's request, according to the following:

- A. If no further rule violations occur within a 12-month period following an oral or written warning, the employee's record will be cleared.
- B. If no further rule violations occur within an 18-month period following a suspension, the employee's record will be cleared.

ARTICLE 12 - GRIEVANCE PROCEDURE

§ 12.1 Grievances

The term "grievances" as used in this Memorandum shall be any dispute, disagreement, or difference between one or more employees and UG as to the meaning of any terms and provisions of this Memorandum. Any impasse in any negotiations for any Memorandum of Understanding or Agreement shall not constitute a grievance. Where a matter within the scope of this grievance procedure is alleged to be both a grievance and prohibited practice under the jurisdiction of P.E.R.B., the employee involved may elect to pursue the matter under either the grievance procedure herein provided or by action before P.E.R.B. If a grievance is processed beyond Step 2 of the grievance procedure, the employee(s) and the Union shall be deemed to have waived any action or right to file or proceed with such action before P.E.R.B.

§ 12.2 Supervisor-Employee Discussions

The establishment of this procedure for the formal handling of grievances shall not prohibit or discourage discussion between an employee and his immediate supervisor on any matter arising out of the employee's relationship with the Employer, and shall not prohibit or discourage the friendly solution of such matters without recourse to the formal grievance procedure. This section shall have no affect upon the time limits set forth elsewhere in this Article.

§ 12.3 Grievance Procedure

Grievances by an employee or a group of employees shall be handled in the following manner:

A. Time Limits

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

B. Commencing Grievance Procedure

This grievance procedure must be commenced within seven (7) calendar days from the time that the grievance occurred or became known, or reasonably should have been known. Otherwise it need not be considered.

C. Appeals and Responses

- 1) If a grievance is not settled at any step as herein outlined, the decision may be appealed to the next higher step in the grievance procedure within the specified time limit (or as may be mutually extended) or be considered withdrawn.
- 2) All appeals must be in writing, either on a regular grievance form or otherwise suitably and clearly stated.
- 3) All written answers on grievances shall be given to the employee and the appropriate union steward.
- 4) All appeals by employees shall be delivered by hand or by mail; and if delivered by mail, shall be considered delivered on the date of the postmark or sent by telecopier machine, if mailed to the proper party at his regular office address.
- 5) Answers and appeals may be delivered by hand, fax, e-mail or by mail; and if delivered by mail, shall be considered delivered on the date of the postmark, if mailed to the proper party at his regular office address.
- 6) If a grievance cannot be answered within a specified time in any step because of circumstances beyond UG's control, a time extension may be granted by mutual agreement.

D. Grievance Procedure Steps

Step 1:

All employee grievances, except those relating to discipline or discharge, first shall be presented in writing by the employee or employees concerned setting forth the place, date, time, nature of the occurrence upon which the grievance is based and set out the particular portions of

the Memorandum it is alleged were violated or misinterpreted or the discipline being grieved and the relief sought to the immediate supervisor within the time limits set forth in § 12.3B of this Article. The supervisor shall give his answer in writing to the employee or employees not later than the fourteenth (14th) calendar day after the day on which the grievance was so presented.

Step 2:

If a mutually satisfactory settlement of the grievance is not reached in the first step, an appeal may be taken to the second step. In such appeal the grievance shall be stated in writing and shall be delivered to the appropriate Director and Human Resources or his designee within ten (10) calendar days after the Supervisor's response to Step 1. The appeal shall set forth the place, date, time and nature of the occurrence upon which the grievance is based and shall set out the particular portions of the Memorandum it is alleged were violated or misinterpreted or the discipline being grieved.

Grievances appealed to the second step shall be discussed within ten (10) calendar days of the appeal. At such meeting, the Employer will be represented by the appropriate Director and/or his designee and the employee or employees will be represented by the appropriate union steward. All employee grievances relating to discipline and discharge of an employee will originate at the second step.

The Employer will answer the grievance in writing after the second step within seven (7) calendar days, unless such time is extended.

Step 3:

If a mutually satisfactory settlement of the grievance is not reached in the second step, an appeal may be taken to the third step. In such appeal the grievance shall be stated in writing and

shall be served upon the Administrator or his designee within seven (7) calendar days after the conclusion of the second step. The appeal shall set forth the place, date, time and nature of the occurrence upon which the grievance is based and shall set out the particular portions of the Memorandum which is alleged were violated or misinterpreted or the discipline being grieved.

Grievances appealed to the third step shall be discussed within fourteen (14) calendar days of the appeal, unless extended. At such meeting the Employer will be represented by a representative of the appropriate Department and Human Resources and the employee or employees will be represented by the Steward or Business Agent of the Union.

The Employer will answer the grievance in writing after the third step within fourteen (14) calendar days, unless extended, following the Step 3 discussion. The Administrator's decision on all disciplinary matters, except those which result in suspensions in excess of seven (7) work days or termination, shall be final and binding.

Step 4 Arbitration.

If no settlement is reached by the procedure outlined, through Step 3, discipline in excess of five (5) work days or matters of contract interpretation may be appealed to arbitration. Any request for arbitration must be made as follows:

- (1) Notice in writing of intent to arbitrate shall be delivered by the party seeking arbitration to the opposing party within thirty (30) calendar days of the completion of Step 3 in discipline cases where suspension of more than five (5) work days has been imposed and within thirty (30) days of the Administrator's decision in contract interpretation cases. The notice shall set forth the place, date, time and nature of the occurrence upon which the grievance is based and shall set out the particular portions of the Memorandum which it is alleged were

violated or misinterpreted or the discipline being grieved. If notice of intent to arbitrate is not delivered within thirty (30) calendar days of the completion of Step 3 the issue shall be deemed abandoned.

- (2) Within fifteen (15) calendar days after the above notice is delivered, the parties will mutually agree upon an arbitrator or jointly obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service, and the parties will alternately and independently strike unacceptable arbitrators from a list with the last remaining arbitrator being selected.
- (3) Employees shall not be paid for time spent in attending arbitration proceedings other than as a witness on behalf of UG.
- (4) The jurisdiction and authority of the arbitrator shall be governed by the following:
 - (a) The arbitrator shall have authority to determine the procedural rules of arbitration and shall have the authority to make such binding orders as are necessary to enable him to act effectively. He shall observe the rules of evidence and his decision shall be final and binding on both parties, except as provided in Step 5.
 - (b) The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Memorandum.
 - (c) In the resolution of disputes between the parties to this Memorandum, the arbitrator shall give no weight or consideration to any matter except the specific language of this Memorandum and is specifically prohibited from considering or basing his award on any alleged past practices of UG or Division or the Union,

prior to the effective date of this agreement.

(d) The arbitrator shall have no authority to substitute his judgment for that of the management of UG, Division or Administrator, nor shall he have authority to usurp, subtract from, modify or exercise any management right of UG or appropriate Division.

(e) The arbitrator in discipline and discharge cases, shall have power to determine the appropriate discipline.

(f) The cost of the arbitrator shall be borne equally by the parties.

(g) The arbitrator shall tape record the proceedings and make a copy of the tape available to both UG and the Union, upon request and at the expense of the requesting party.

Step 5:

If either party is dissatisfied with the decision of the arbitrator then the aggrieved party may appeal the arbitrator's decision to the District Court of Wyandotte County, Kansas, in accordance with Kansas law governing appeals from administrative bodies. The Court may only determine whether the Arbitrator's decision was arbitrary, capricious and/or unreasonable.

ARTICLE 13 - STRIKES AND LOCKOUTS

§ 13.1 Strikes and Lockouts

The Union, on behalf of its membership, recognizes that the protection of life and property is of paramount importance to itself and the Employer. Therefore, during the life of this Memorandum, the Union will not condone, nor encourage, nor instigate any work slow-down, stoppage or strike, or any action that is detrimental to the operation of UG. The

Employer agrees that it shall take no action that could be defined as a lockout, nor shall it discriminate against any employee for his action as a member of the Union, provided those actions are not prescribed by law.

Any violation of this Article may be the subject of disciplinary action, including discharge.

The Union shall, within twenty-four (24) hours of the commencement of any of the acts prohibited herein or prohibited by law, take all reasonable affirmative action to terminate such conduct.

ARTICLE 14 - UNION STEWARDS

§ 14.1 Stewards

Employees selected by the Union to act as employee representatives shall be known as "stewards". The names of employees selected as stewards and alternates who may represent employees shall be provided to UG by the Union annually during the first week of January. UG shall be notified, in writing, of any changes in the above names that may occur.

§ 14.2 Number of Stewards

The Union shall select not to exceed seven (7) stewards and seven (7) alternate stewards.

§ 14.3 Stewards' Authority

Stewards may be permitted, upon request to the appropriate supervisor, reasonable time to process and present grievances on behalf of members of the bargaining unit, provided that enough personnel remain on duty to provide the appropriate Division's required services. Time spent in handling grievances outside of the steward's normal work hours shall not be considered time spent in the employ of UG. Stewards shall not absent themselves from their work

assignments without permission of the appropriate supervisor and when absent shall advise their supervisor in writing of their whereabouts, the specific nature of the union business necessitating the absence and the anticipated duration of the absence. This request will not be unreasonably denied.

§ 14.4 Alternate Stewards

Alternate stewards shall only operate in the absence of the steward or when the steward requires representation.

§ 14.5 Prohibited Conduct of Stewards/Alternates

The stewards and alternates have no authority to encourage, incite, or condone work action against UG or any other action interfering with UG's operation. In the event of such action by any steward or alternate, he shall be subject to immediate discipline.

ARTICLE 15 - UNION RIGHTS

§ 15.1 Union Business Representative

The Union shall notify UG, in writing, of the name and address of the Council 72 business representative(s) assigned to this Unit. Any changes in such representative(s), shall also be provided in writing. The properly authorized business representative(s), upon advance notice to UG Human Resources and the appropriate supervisor, may have reasonable access to UG's premises for the sole purpose of the lawful administration of this Memorandum. The business representative(s) activities shall not interfere with the performance of any employee's duties for UG.

The Union agrees to notify the UG electronically, or in writing, of the names of the bargaining unit members who serve as officers of the bargaining unit and the duly elected

representatives who will attend the conferences or conventions under § 15.3. This notification will occur during the first week of January each year. The UG shall be notified of any changes in the above names electronically or in writing that may occur.

§ 15.2 Bulletin Boards

The Union shall be entitled to post notices of regular and/or special meetings of Local 3475 on bulletin boards located in the UG buildings set forth thereafter. These bulletin boards must be purchased and maintained by the Union. The notices should be dated and signed and removed in a timely fashion. The Union may also post, at the designated location, a listing of the officers and stewards of Local 3475. There shall be allowed one bulletin board at each of the following locations:

City Hall

Police Headquarters

Animal Control

Courthouse

Courthouse Annex

Neighborhood Resource Center (NRC)

Juvenile Detention Facility

UG must approve the specific location for the bulletin boards within each building and the size thereof. It shall be the duty of the Union to remove materials which are outdated or unauthorized.

§ 15.3 Conventions or Conferences

Duly elected Union delegates (not to exceed three (3) per convention or conference and not to exceed two conventions or conferences per year) may be permitted time off to attend the

bi-annual state or national A.F.S.C.M.E. or AFL-CIO convention. Provided that, such time off may be charged to the employee's accumulated vacation, compensatory time or leave without pay. Leaves without pay and compensatory time usage shall be applied for and may be granted in accordance with the applicable sections of UG's Human Resource Guide. Provided further that, any employee may not use more than a total of six (6) leaves without pay days in any calendar year for this purpose. Provided, further, that UG must have adequate manpower to provide the services of the employee's Division, Department or Unit in their absence in order to allow the employee to be absent for this purpose.

§ 15.4 Employee Attendance at Conferences, Seminars and/or Workshops

Employee attendance at conferences, seminars and/or workshops shall be governed by the applicable portions of UG's Human Resource Guide.

§ 15.5 Payroll Deduction of Dues

UG agrees to deduct, once each month, dues in an amount certified by the Union and authorized in writing by the employees who individually request, in writing (Dues Deduction Authorization Form), that such deductions be made. Employees may revoke the authorization by giving notification during the month of January of any year, to the Employer and to the Council 61 office. The total amount of such authorized deductions shall be remitted by the Employer to Council 61.

§ 15.6 Job Descriptions

When job descriptions are updated the UG shall provide copies to the Union upon request.

ARTICLE 16 - LEAVES OF ABSENCE

§ 16.1 Leaves of Absence

Leaves of absence shall be without pay unless specifically stated that they are to be with pay.

§ 16.2 General Leaves of Absence

Any general leave of absence that may be granted is the decision of the Administrator. The maximum general leave of absence shall be thirty (30) calendar days. The Administrator, at his discretion, may extend a General Leave, but not for more than thirty (30) calendar days. Any employee desiring a general leave of absence or extension thereof shall submit a written request to his Director setting forth the reasons for the request at least seven (7) calendar days prior to the commencement of the requested leave, or extension thereof, except in cases of emergency. An employee on general leave of absence shall not be entitled to receipt of any benefits under this Memorandum or under law.

§ 16.3 Military Leave

Any employee who voluntarily or involuntarily enters active duty in any branch of the military service, including all guard and reserve units of the armed forces of the United States, may be placed on military leave of absence without pay. Any employee who is a member of the National Guard or any other component of the Military Reserve may be granted a leave of absence without pay to meet his 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 procedures 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. An employee on military leave shall report for duty with 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. Neither sick leave nor vacation time shall accrue during military leave.

§ 16.4 Funeral Leave

Each employee shall have, in the event of a death in his immediate family, three (3) consecutive calendar days off with pay, commencing any time from the day of death through the day of the funeral. The employee may be granted one (1) additional day off with pay for verified travel in excess of 500 miles. The term "immediate family" shall include the employee's spouse, children, step-children, grandchildren, parents, adoptive parents, step parents, grandparents, brother, sister, parents of spouse, grandparents of spouse, brother-in-law, sister-in-law, son-in-law, and daughter-in-law or any relative residing in employee's home immediately prior to the date of death. A Department Head may grant, within his sole discretion, to employees, the use of accrued and unused compensatory time, vacation or holidays for an employee to attend other funerals. The employee must provide satisfactory proof of death and his attendance at the funeral.

§ 16.5 Jury Duty

If an employee is absent from work because of jury service, he shall be paid his regular rate of pay.

§ 16.6 Sick Leave

A. Entitlement

- 1) All regular employees hired before January 1, 2016 shall be allowed leave with pay on account of sickness or non-duty related injury at the rate of one and one-fourth (1

1/4) calendar days for each calendar month of full service by such employees, credited at month's end. All employees hired on or after January 1, 2016 shall be entitled to prorated sick leave which will be earned at the rate of one (1) day for each full month of service.

2) Sick leaves shall not accumulate during general leaves of absence, extended military leave, suspensions or layoff.

3) Employees must actually work or be credited with working at least seventeen (17) days per month in order to accumulate the referenced Sick Leave entitlement.

B. Limitation of Accumulation

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

C. Retirement

For those employees hired before January 1, 2016, at retirement (or upon death while employed), if the employee has sick leave on the books, he 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 day and prorating at one-thirtieth (1/30) of a month for each calendar day. Those employees hired on or after January 1, 2016, upon retirement shall receive regular straight time compensation for fifty percent (50%) of accumulated unused sick leave, but such compensation shall not exceed two (2) months base pay.

D. Voluntary Resignation

Upon an employee's voluntary resignation from employment with the Unified Government, which does not include involuntary termination of employment by the UG,

resignation without provision of at least two (2) weeks written notice by the employee, or the granting of a regular or disability retirement, the resigning employee shall be entitled to receive pay for a portion of his accumulated sick leave based upon the following conditions:

- 1) Accumulated sick leave for these purposes is computed by exchanging one sick day for 1/30th of a months pay at the employee's base pay rate.
- 2) Schedule for sick leave payment:

<u>Continuous Completed Years of Service</u>		<u>Fraction of Base Months Pay</u>
0 - 4 Years		0
5 - 7 Years	-	10/30th
8 - 10 Years	-	15/30th
11 - 13 Years	-	20/30th
14 - 16 Years	-	25/30th
17 - 19 Years	-	30/30th
20 Years or more	-	35/30th

Under no circumstances shall an employee be paid more than the maximum payout set forth herein.

E. Use Provision

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

- 1) 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 non-duty related injury. Sick leave may be utilized for maternity leave, physical or mental illness, or to attend to the employee's children, spouse or parent, who reside with the employee and whose illness or injury requires the employee's presence.

- 2) The granting of sick leave shall be the determination of UG.
- 3) The employee shall not be entitled to receive paid sick leave unless he shall notify his immediate supervisor of his illness before such paid sick leave is due to begin, unless the delay of such notification can be shown to be unavoidable.
- 4) If UG has reasonable grounds to believe sick leave is being abused, it may, at its discretion, require any employee requesting sick leave to furnish substantiating evidence or a statement from the employee's attending physician or nurse practitioner, certifying that absence from work was required due to bona fide illness or non-duty related injury. If the employee does not furnish substantiating evidence or a physician or nurse practitioner's statement, the employee may be subject to discipline.
- 5) UG shall have the right, at its discretion, to verify any report of a physician or nurse practitioner concerning the illness or disability of any employee and to require the employee to be examined, at UG's expense, by a physician or nurse practitioner selected by UG to determine the nature and extent of the illness or disability.
- 6) Employees on sick leave are prohibited from being gainfully employed by any employer other than UG.
- 7) After any extended illness, an employee shall be required to provide a release from a hospital or physician or nurse practitioner that the employee is able to return to duty.
- 8) If an employee is granted sick leave to a specific date and returns to work prior to such date, the employee must notify his Department or Division within five (5) calendar days of his return or he will forfeit his sick leave through the original date granted.

9) Any regular employee who is absent for more than three (3) consecutive work days due to illness or off-duty injury shall furnish to his supervisor a certificate from a duly licensed physician or nurse practitioner, verifying the illness or injury and the probable length of time it will be necessary for the employee to be absent due to such illness or off-duty injury, such certificate shall be considered part of the employee's personnel record.

F. Excessive Use Category

If any employee, within any twelve (12) consecutive month period, has either: 1) used sick leave on seven (7) or more occasions or 2) used three (3) or more sick leaves immediately before or immediately after his regular days off, vacations days, holidays, or any paid leave of absence; he shall be classified as an "excessive user of sick leave". The employee shall be notified, in writing, when he is so classified and shall be subject to the following rules concerning use of sick leave:

1) For the following twelve (12) month period, which commences on the date of the last sick leave occurrence that causes the employee to become categorized as an excessive user of sick leave rather than the date upon which the employee is notified of his classification as an excessive user of sick leave, the employee shall furnish a statement from a licensed physician or nurse practitioner, to his supervisor on each occasion the employee uses sick leave. The statement shall contain the physician or nurse practitioner's report as to the cause for the employee's absence, the treatment being provided, the probable length of time of the necessary sick leave and the physician or nurse practitioner's statement that the employee was unable to work the day that he was absent. If the employee does not furnish a physician or nurse practitioner's statement as

provided, he shall receive the following discipline:

- a) 1st offense -- four (4) work days suspension without pay.
- b) 2nd offense -- seven (7) work days suspension without pay.
- c) 3rd offense -- termination.

2) If the "excessive user" employee during the following twelve (12) consecutive month period shall either: a) use sick leave on seven (7) or more occasions, or b) use three (3) or more sick leaves immediately before or immediately after his regular days off, vacation days, holidays, or any paid leave of absence, then in either case he may be subject to termination.

3) Sick leave use for prearranged physician's, dentist's or oral surgeon's appointments, when the employee is absent from work for four (4) hours or less, shall not be considered a use of sick leave for purposes of identifying excessive users, provided that the employee, upon request, provides satisfactory verification that he has actually attended said appointment.

§ 16.7 Personal Leave

Employees may, with the immediate supervisor's and the Director's written permission, take a personal leave with pay. This personal leave shall not exceed (3) days and will be charged to the individual employee's accumulated sick leave. No employee shall be entitled to more than three (3) days of personal leave in a calendar year.

§ 16.8 Sick Leave Donation

1. Bargaining unit members may donate up to 40 hours per calendar year of sick leave to other eligible bargaining unit members who have a catastrophic or life threatening illness or are providing care for those persons identified in § 16.6 E. 1. who have a catastrophic

or life threatening illness whether or not those persons reside with the employee and have exhausted all paid leave time. The donating employee must have at least 100 hours of sick leave accrual remaining after the donation. The donating employee may specifically designate to whom the donated hours may be given.

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

3. 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.

4. Donations and requests for donations should be made on forms and turned into Human Resources. Human Resources staff will administer the program and determine eligibility based upon criteria stated in this policy. Human Resources staff will consult with employee's department head regarding the request and grant the number of hours needed each payroll to those eligible employees so long as sufficient hours have been donated by bargaining unit members.

§16.9 Unspecified Paid Leave

Because there were not any wage increases for the period between the years 2010 and 2012, bargaining unit members who had been on staff since December 1, 2011 at the time of execution of agreements for those years received 40 hours of unspecified paid leave which must be used before December 31, 2015. Prior to usage, this leave must be requested from the employer and will be granted subject to manpower requirements and will not be unreasonably

denied. This unspecified paid leave will not be paid out at retirement.

ARTICLE 17 - VACATIONS

§ 17.1 General

For those employees hired before January 1, 2016, after completing one (1) year of service, each regular employee shall be entitled to vacation pay which will be prorated in accordance with § 17.5 of this Article for any portion of the initial year of employment occurring before January 1. Thereafter, vacation pay shall be earned from January 1 of each year to January 1 of the next year as provided in § 17.2.

For those employees hired on or after January 1, 2016, after completing six (6) months of service, each regular employee shall be entitled to vacation pay which will be prorated in accordance with § 17.5 of this Article. Thereafter, vacation pay shall be earned on a monthly basis.

§ 17.2 Vacation Entitlement-2018-2019

Employees covered by this Memorandum hired before January 1, 2016 will be entitled to the following vacation entitlements:

<u>Continuous Completed Years</u>	<u>Vacation Entitlement</u>
1 through 4 years	88 hours (11 eight-hour work days)
5 through 8 years	136 hours (17 eight-hour work days)
9 through 13 years	160 hours (20 eight-hour work days)
14 through 19 years	200 hours (25 eight-hour work days)
After 19 years	224 hours (28 eight-hour work days)

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

a vacation, accrued on a monthly basis, as provided herein upon:

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

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

§ 17.3 Holidays and Scheduling

The vacation period and schedule of vacation of each qualified employee shall be set by seniority within job classifications, job assignments and desire and preference of the employee, consistent with the efficient operation of UG. Seniority may only be exercised by the individual employee on his first choice for a vacation period.

§ 17.4 Exception

Employees shall not accrue vacation time while on leave of absence, layoff, suspension or while absent due to an injury or illness unless they are on approved sick leave. In the event an employee is absent from work on an authorized leave of absence, or on layoff status or due to a non-work related illness or injury for which he is not on approved sick leave, his vacation pay shall be reduced pro rata to the portion of the year he earned and was eligible for vacation privileges.

§ 17.5 Pro rata Vacation

For the purpose of computing vacation pay, for those employees hired before January 1,

2016, an employee shall earn one-twelfth (1/12) of his vacation pay for each month of service during the twelve month period preceding January 1 of each year. For those employees hired on or after January 1, 2016, vacation shall be accrued monthly. Each month in which an employee works one hundred thirty-six (136) hours shall be considered a month of service.

§ 17.6 Vacation Buy-Out

Employees shall be entitled to be paid in cash at the time of retirement or separation from employment with UG for accrued unused vacation pay standing to his credit at the time of his retirement or separation. In the case of death in service of any employee, such payment shall be paid to the person or persons designated as that employee's beneficiary or beneficiaries under the Kansas Public Employees Retirement System (K.P.E.R.S.)

§ 17.7 Scheduling

A. Increments:

Employees shall be required to take their vacation at a minimum of five (5) eight hour days or the equivalent in work hours at a time, except that employees working eight(8) hours per shift may request to take up to ten (10) eight (8) hour days and employees working twelve(12) hours per shift may request to take up to eight (8) twelve (12) hour days, or the equivalent in work hours of their annual vacation entitlement in one day increments and they may request to take up to two days or the equivalent in work hours of their annual vacation entitlement in one-half the assigned shift which shall not be credited as time worked for overtime computation purposes schedule permitting and when the request is approved by the appropriate supervisor.

For those employees assigned to twelve (12) hour shifts per day, each day of vacation

entitlement shall be in the same number of hours as the employees then assigned shift even if the employee's shift was different when the vacation entitlement was earned.

B. Notification:

Employees shall state in writing to the UG their preference for scheduling of their vacation time by no later than February 1 of any year. UG shall attempt to meet the employee's stated preference based upon the employee's UG seniority. UG shall post the vacation schedules by March 1 of that year. In any event, all vacations must be scheduled in accordance with the UG's needs by July 1 of the same year or they shall be assigned by UG. Employees may be entitled to trade assigned vacation time, not to exceed five (5) days, with other qualified employees when written request is made for such trade, signed by both trading employees, and approved by UG.

C. Carry Over:

Employees may be allowed to carry over up to five (5) eight hour working days or the equivalent in work hours of vacation to the next calendar year, provided that the total amount of carried over vacation may not exceed ten (10) eight (8) hour working days or the equivalent in work hours.

D. Emergency or Short Notice Use:

Employees may request the use of up to two (2) vacation days per calendar year for unforeseen circumstances subject to the staffing needs of the Department and subject to supervisory approval. Such requests will not be unreasonably denied.

ARTICLE 18 - HOLIDAYS

§ 18.1 Designated Holidays

Eligible employees shall receive one (1) day off with pay for the following holidays:

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

§ 18.2 Additional Holidays

Employees shall receive all other holidays declared to be official UG Holidays by the Unified Government Commission.

§ 18.3 Observance of Saturday and Sunday Holidays

Holidays which fall on a Saturday or Sunday will be observed on the preceding Friday or on the following Monday.

§ 18.4 Work on a Holiday

Any employee who is eligible for holiday pay and works on a designated holiday shall be paid at two (2) times his base rate for all hours actually worked.

ARTICLE 19 - MEDICAL PLAN

§ 19.1 Coverage

UG agrees to offer the employees of the bargaining unit the same medical plans(s) which are made available to UG's employees generally, excluding UG's Fire Department. For these

purposes, “medical plan” includes medical, dental and vision coverage.

A. Employee Premium.

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

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

For purposes of the foregoing schedule, “Base Pay” is calculated solely upon an employee’s then applicable hourly rate of pay or monthly salary as projected over the course of a year assuming full time employment. “Base Pay” shall not include any overtime, out of class, longevity or interpreter’s pay. The Unified Government shall pay the remainder of each covered employee’s monthly medical plan premium that is also adjusted annually based on an equal percentage as for employee premiums for the least expensive medical plan provided or administered by a major reputable carrier recommended by the Joint Committee and approved by the Unified Government Administrator.

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 the 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.

D. Plan Modification.

The plan and coverage may be modified by the Unified Government in order to keep costs of the medical plan lower.

§ 19.2 UG Benefit Committee

The Union is permitted to have two (2) representatives on the UG Benefit Committee, which representatives, will be entitled to attend any meeting where health insurance covering A.F.S.C.M.E. represented employees are discussed or voted upon. Attendance at these meetings outside of normal work hours will not be compensable time.

ARTICLE 20 - RETIREMENT AND PENSION FUND

§ 20.1 Retirement and Pension Fund

All employees shall come under the Kansas Public Employees Retirement System (KPERS) as set forth by Kansas law. Procedures for application for retirement benefits shall be as established by the State.

ARTICLE 21 - WORKER'S COMPENSATION

§ 21.1 Worker's Compensation

An employee who sustains injuries arising out of and in the course of his employment

shall be covered by the provisions of the Worker's Compensation Act of the State of Kansas. If the employee is temporarily totally disabled as defined by the Workers' Compensation Act because of such injuries, he shall receive the difference between his regular base pay and the Worker's Compensation benefits he receives of the time period that his total disability continues but not to exceed the first six (6) weeks of any such injury. Compensation following the first six (6) weeks of an employee's injury shall be governed solely by the Kansas Worker's Compensation Act, except that such employee may use his accrued sick leave or vacation entitlement to supplement his pay for the period between six (6) weeks and twelve (12) weeks of the employee's temporary total disability. Compensation following the first twelve (12) weeks of an employee's injury shall be governed solely by the Kansas Worker's Compensation Act, except that such employee may use his accumulated vacation to supplement his pay thereafter during his temporary total disability. No employee will receive more income as a result of receiving the benefits of this section than he would have received had he been working and receiving his base pay during this time period. Employees on temporary total disability are prohibited from being gainfully employed by an employer other than the UG or from being self-employed.

The UG may allow and/or require employees on Worker's Compensation leave to return to light duty if they are able to perform the work in which event they may be placed at the discretion of UG. However, any light duty allowed shall not exceed twelve (12) months from the employee's return to duty.

ARTICLE 22 - UNION/MANAGEMENT SAFETY COMMITTEE

§ 22.1 Committee Created

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 UG, the Union, employees and citizens of Wyandotte County/Kansas City, Kansas, that equipment should be operated properly and safely and that all reasonable safety precautions and devices should be utilized. In the furtherance of this policy a joint Union/ Management Safety Committee is established.

§ 22.2 Committee Composition, Meeting, etc.

The Joint Union/Management Safety Committee, hereinafter called "Safety Committee", shall meet regularly, as necessary and shall be comprised of the following members: UG's Risk Manager or designee, who shall be the Chairperson of the committee; two (2) persons appointed by the Administrator; and two (2) employees appointed by the Union. This Safety Committee shall consider health and safety matters relating to all bargaining unit employees and may make periodic inspections to detect and evaluate potential health and safety hazards. The Safety Committee shall have the responsibility of reporting to the Administrator or his designee health and safety problems and the Administrator or his designee may, at his sole discretion, initiate such action as necessary to see that these items are corrected.

§ 22.3 Safety Rules and Regulations

Safety rules and regulations may be recommended by the Safety Committee to UG and UG shall have the right to adopt, reject or revise said rules and regulations. There shall not be any rules or regulations promulgated until said rules and regulations are adopted by UG. Employees who violate safety rules shall be subject to discipline.

§ 22.4 Safety Devices & Equipment

Safety devices and other equipment deemed necessary by UG for the proper protection of employees shall be provided, if funds are available for this purpose.

ARTICLE 23 - COMPENSATION

§ 23.1 Wages

Bargaining unit employees' wages for the calendar years 2018-2019, shall be as set forth in Appendix A attached hereto.

Building and Code Inspectors - If or when Building or Code Inspectors obtain certification or certifications recognized by the Unified Government within their trade, on a one time basis they will be placed two pay ranges up from the base range in their same step, effective July 1, 2005. These certification(s) must be maintained in order to retain the two pay range increase. If the certification or certifications are lost, the employee will be returned to the pay range appropriate for the inspector without certification.

Upon appropriate certification, Inspector I will go from Range 31 to designation as Inspector IA in Range 33.

Upon appropriate certification, Building Inspector I will go from Range 41 to designation as Building Inspector IA in Range 43.

Upon appropriate certification, Building Inspector II will go from Range 45 to new Range 47.

§ 23.2 Time In Grade

- A. New Hire and promotion probationary employees shall be placed at Step 1 as referenced in Appendix 1 attached hereto and those employees must serve six (6)

months at this step and otherwise qualify before being eligible for advancement to Step B.

- B. Employees at Steps B, C or D must serve at least thirty-two (32) months in those Steps before being eligible for advancement to Step C, D or E respectively. Provided that the former Wyandotte County employees who have been accreted to Unified Government shall be required to work thirty-two (32) months from July 1, 2002, in order to be eligible to be advanced to the next Step on the Monthly Pay Scale, Appendix A, attached hereto.

C. STEP E

Step E rates shall be as set forth in the Wage Appendix.

- D. Employees promoted within a Department to a higher grade shall not incur any loss of wage rate. To the extent that placement of a promoted employee at the first step would result in a loss of pay, the promoted employee will be placed at the step most closely equivalent to, or the wage rate immediately greater than their wage rate prior to promotion.

§ 23.3 Longevity

The following longevity pay shall be added to the monthly salary of each regular employee who qualifies for such pay:

<u>Continuous Completed Number of Years as an Employee</u>	<u>Rate Per Month</u>
5 years	\$10.00
10 years	\$20.00
15 years	\$80.00
20 years	\$100.00
25 years	\$120.00

§ 23.4 Interpreters Pay

The UG may select not more than ten (10) bargaining unit employees to serve as certified foreign language or signing for the deaf interpreters within the municipal court, the police department, the neighborhood resource center or wherever they may be needed within the UG. Various foreign languages shall be represented by the employees who are certified and selected by the UG, at the discretion of the UG. These employees selected by UG to so serve may be entitled to receive pay for such duties under the following conditions:

- 1) They receive certification by an accredited institution of secondary education (University, College, Junior College, etc.) as a qualified interpreter within the designated foreign language or signing for the deaf and such certification is provided in writing to the employee's respective department/division heads and recertified on a triennial basis, i.e., 36 months after that bargaining unit member's initial certification and every 36 months thereafter unless modified by a Memorandum of Agreement.
- 2) They be selected by their department/division head to serve as an UG foreign language or signing for the deaf interpreter within one of the above referenced departments/divisions.
- 3) These selected and certified employees shall receive additional compensation of fifty dollars (\$50.00) per month for those months that they serve as a certified UG interpreter and are actually at work for the UG fifteen (15) or more work days of each month for which they receive this pay.
- 4) Use of these certified interpreters shall be at the discretion of the

appropriate department/division head or designee. Any certified interpreter who is on duty shall be available for use at the direction of the appropriate department/division head or designee. If the certified interpreters decline a request to perform the requested duties, then that employee may be removed from eligibility as a certified interpreter and shall not be paid or allowed to remain on the UG certified interpreter list.

ARTICLE 24 - USE OF AUTOMOBILES

§ 24.1 Monthly Allowance

- a. Those bargaining unit employees currently receiving a vehicle allowance shall continue to receive this allowance. However, if the UG provides vehicles to departments whose bargaining unit members are currently receiving a vehicle allowance and there are fewer vehicles offered than bargaining unit members, UG vehicles shall be assigned to those bargaining unit members who volunteer to accept the UG owned vehicle assignment in lieu of a vehicle allowance. In the event there are fewer volunteers than UG vehicle available for assignment, vehicles will be assigned based upon reverse seniority. Bargaining unit members assigned a UG vehicle shall not receive a monthly car allowance.
- b. If a newly hired bargaining unit member is eligible to receive a vehicle assignment and there are not any UG vehicles available for assignment, the more senior bargaining unit members who were involuntarily assigned a UG vehicle may elect to receive the vehicle allowance and the newly hired bargaining unit member will receive the UG assigned vehicle. The opportunity to opt for a

vehicle allowance will be by seniority as defined in this contract.

- c. For those bargaining unit members receiving a vehicle allowance, the allowance may be increased or decreased if costs associated with the operation of a motor vehicle change. Cost changes will be assessed using the factors used by the IRS in determining allowable mileage rates.

§ 24.2 Daily Use

Employees who are required to use their personal vehicles in the regular course of their employment may do so only after receiving permission of their immediate supervisor to do so. Employees who are required to use their personal vehicles shall be paid at the appropriate rate per mile. The mileage driven on UG business must be verified by the employee on the appropriate UG forms.

§ 24.3 Verification of Requirements

All employees who are required to either drive or maintain driving privileges in the course of the performance of their duties must provide both proof of a current driver's license with required certification where necessary and proof of current automobile liability insurance. Employees with restricted driving privileges shall not work in any capacity for the UG when such restrictions interfere with their ability to perform all of the duties of their position and may be subject to discipline. Failure to provide proof of driver's license and insurance verification as requested by UG shall be cause for disciplinary action, including termination. Failure by the employee to notify his/her supervisor in writing of any suspensions, revocations or restriction of driving privileges before commencing any work assignment shall be cause for disciplinary action, including termination.

ARTICLE 25 - MISCELLANEOUS WORK RULES

§ 25.1 Resignation

An employee wishing to resign from UG shall provide his department or division head, at least fourteen (14) calendar days before his last day of work, a written resignation stating the date his resignation shall become effective and his reasons for leaving.

§ 25.2 Personnel File

Employees may review their own personnel file, during working hours, upon providing a written request to Human Resources and, when feasible, as long as the appropriate supervisory personnel are present for said review. Such requests may not exceed more than one (1) time in any twelve (12) month period, except that such limitation shall not apply to a review involving the investigation of a grievance filed by the employee whose file is being examined. Employees may have a Union Steward present while reviewing his personnel file if desired. Personnel files shall not be permitted to leave the appropriate office. Requests for a reasonable number of copies of documents will be granted, with an appropriate charge being made. Employees will be furnished with copies of their periodic evaluations and any disciplinary action taken against them.

§ 25.3 Work Rules

UG may promulgate departmental or divisional work rules, standards and/or regulations governing UG employees' conduct, provided that such rules, standards and/or regulations do not conflict with the provisions of this Memorandum. Newly established rules, standards or regulations or amendments to existing rules, standards or regulations shall be reduced to writing and furnished to the Union.

§ 25.4 Employee Assistance Program

UG shall continue to provide all employees covered by this Agreement with an Employee Assistance Program under similar terms and conditions accorded other employees of UG, as outlined in the UG's Human Resource Guide and as may be amended from time to time.

§ 25.5 Personal Property Replacement

In the event an employee's personal property is damaged as a result of action taken in the course and scope of employment, the employer shall repair or replace any such personal property. Prescription eyewear shall be replaced at actual cost. Jewelry, watches and other items shall be replaced to a maximum of \$200.00. Employee must provide proof of loss or damage, replacement cost or, in case of personal property other than prescription eyewear, proof of loss or damage and value of the personal property.

ARTICLE 26 - UNIFORMS, CLOTHING AND EQUIPMENT

§ 26.1 Uniforms

A. Facility Management Employees

Regular employees of the bargaining unit who are employed within UG Facilities Management Department or Police Department, who are required to wear uniforms on duty, shall be furnished uniforms and said uniforms shall be cleaned at UG's expense.

B. Police Department Employees

Regular employees of the bargaining unit who are employed within the Police Department shall be issued uniforms consistent with the uniform policy of the Department relative to bargaining unit employees. Should Unified Government and

the Union mutually agree in writing to modify the provision of uniforms to animal control officers, this agreement will not be prohibited. When animal control officers are hired they shall be provided a duty belt with the appropriate attachments deemed necessary by the UG and shall be provided thirty dollars (\$30.00) per year to maintain said specialized equipment.

C. Code Enforcement and Building Inspection Department Employees

Regular bargaining unit employees employed within UG's Code Enforcement and Building Inspection Departments who are required to wear uniforms shall continue to receive these uniforms during the life of this agreement consistent with the currently existing uniform policies of those Departments.

D. Municipal Court and Treasury Employees

Municipal Court and Treasury employees who have successfully completed the probationary period will be provided with an adequate number of uniform shirts to as determined by the U.G.

§ 26.2 Use of Uniforms, Clothing and Equipment

Employees who are provided uniforms, inclement weather gear or equipment, shall wear such uniforms or gear or use such equipment only during working hours, in performance of UG duties and in the manner prescribed by the UG and/or assigned work unit. Employees who violate this provision shall be subject to discipline. When UG employment is terminated for any reason, the employee is required to return the issued items and the UG may withhold a reasonable amount of the employee's funds to compensate the UG for uniforms, gear and/or equipment not so returned. Employees who are required to maintain uniforms in a good and clean condition, are subject to discipline for not so maintaining the same and/or not being

properly dressed in the required uniforms during working hours.

ARTICLE 27 - ENTIRE MEMORANDUM OF AGREEMENT

§ 27.1 Entire Memorandum of Agreement

This Memorandum of Agreement supersedes and cancels all previous agreements and all existing unwritten practices between UG and the members of the bargaining unit 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. Agreements or practices established between the parties following the effective date of this Memorandum are not prohibited by this Article. Any conflict that may exist between existing or future UG ordinances and provisions of this Memorandum of Agreement shall be determined in favor of this Memorandum of Agreement. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

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

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

ARTICLE 28 - SAVINGS CLAUSE

§ 28.1 Savings Clause

Should any term or provision of this Memorandum be in conflict with any state or federal statutes or other applicable law or regulation binding upon the UG, the City or the County, except City or County, ordinances, such law or regulation shall prevail. In such event, however, the remaining terms and provisions of this Memorandum will continue in full force and effect.

If any article or section of this Memorandum shall be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with the 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 29 - DURATION

§ 29.1 Duration

This Agreement shall become effective on the date of final execution by the parties and shall remain in effect through midnight December 31, 2019.

ARTICLE 30 - ALCOHOL AND DRUG FREE WORKPLACE & TESTING

§ 30.1 Alcohol and Drug Free Workplace and Testing

The Union and UG agree to be governed by the City's/UG's Alcohol and Drug Testing Program. In addition, 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 31 - SMOKE FREE WORKPLACE

§ 31.1 Smoke Free Workplace

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

ARTICLE 32 - UG'S ORDINANCES AND RESOLUTIONS

§ 32.1 UG Ordinances and Resolutions

The following sections of the UG's Human Resources Guide shall apply to all employees covered by this Memorandum:

- Sec. 2.1 Equal Opportunity in Employment
- Sec. 2.2 Harassment in the Workplace
- Sec. 2.17 Adverse Weather
- Sec. 3.6 Unemployment Compensation
- Sec. 5.1(4) Sick Leave Donation
- Sec 5.1(5) Sick Leave Buy Back
- Sec. 5.6 FMLA
- Sec. 5.8 Court Appearances by Employees
- Sec. 6.2 Driver Safety & Accident Reporting
- Sec. 7.1(k) Rules & Discipline Guidelines
- Sec. 7.3 Responsible Use of Information Technology

RULES AND DISCIPLINE POLICY

ARTICLE 33 - GAINSHARING

§ 33 Gainsharing

The parties agree to form a Gainsharing Committee, which shall consist of 6 members. Three of the members shall be selected by the Union and three selected by the UG. The committee shall be charged with the responsibility of attempting to identify potential subjects of meaningful, quantifiable and documentable savings within the divisions, departments, units, etc. of the UG in which B.U. members are employed. Those employees employed within other divisions, departments or units that are represented by other collective bargaining representatives shall be excluded:

The committee shall submit its report(s) to the UG Administrator for his/her and the UG's consideration.

If the UG Administrator and the UG agree that the committee has identified areas of meaningful quantifiable and documentable savings, the committee shall be directed to recommend a system for implementation of the agreed gainsharing program. This recommendation shall be considered by the UG for adoption, modification or other action.

Appendix A - Wages
Unified Government of WYCO/KCK
AFSCME Paygrade
01/01/18 thru 12/31/18

Club House Attendant (3202)

6A	6B	6C	6D	6E
19,262.36	19,752.84	20,733.79	21,759.33	22,784.88
1,605.20	1,646.07	1,727.82	1,813.27	1,898.74
740.86	759.72	797.45	836.90	876.34
9.26	9.49	9.97	10.46	10.95

Security Guard (6190)

15A	15B	15C	15D	15E
24,144.83	24,724.49	25,995.27	27,310.64	28,514.54
2,012.07	2,060.38	2,166.28	2,275.88	2,376.21
928.65	950.94	999.82	1,050.41	1,096.71
11.60	11.89	12.50	13.13	13.70

Office Assistant II (0121)

19A	19B	19C	19D	19E
26,619.51	27,288.34	28,626.01	30,030.56	31,435.10
2,218.29	2,274.03	2,385.50	2,502.55	2,619.59
1,023.83	1,049.55	1,101.00	1,155.02	1,209.04
12.80	13.12	13.76	14.44	15.11

**Clubhouse Assistant (3201)/
Data Entry & Control Clerk I (1211)**

20A	20B	20C	20D	20E
27,355.23	28,024.06	29,406.31	30,900.04	32,282.29
2,279.60	2,335.34	2,450.53	2,575.00	2,690.19
1,052.12	1,077.85	1,131.01	1,188.46	1,241.63
13.15	13.47	14.14	14.86	15.52

Caretaker (4101)

21A	21B	21C	21D	21E
28,001.76	28,670.60	30,119.73	31,635.75	33,062.59
2,333.48	2,389.22	2,509.97	2,636.31	2,755.21
1,076.99	1,102.72	1,158.45	1,216.76	1,271.64
13.46	13.79	14.48	15.21	15.90

Appendix A - Wages
Unified Government of WYCO/KCK
AFSCME Paygrade
01/01/18 thru 12/31/18

Data Entry & Control Clerk II (1212)

Program Aide (1401)/Switchboard Operator (0100)

24A	24B	24C	24D	24E
30,119.73	30,877.74	32,393.76	34,021.25	35,604.15
2,509.97	2,573.15	2,699.48	2,835.11	2,967.01
1,158.45	1,187.61	1,245.91	1,308.51	1,369.39
14.48	14.85	15.57	16.35	17.12

Engineering Technician I (1101)/Facility Worker (3301)

25A	25B	25C	25D	25E
30,944.63	31,702.63	33,330.13	34,979.91	36,562.81
2,578.72	2,641.89	2,777.51	2,914.99	3,046.90
1,190.18	1,219.33	1,281.93	1,345.38	1,406.26
14.88	15.24	16.02	16.82	17.58

Greenskeeper (3210)/Office Assistant III (0119)/

Court Clerk I (0140)

26A	26B	26C	26D	26E
31,702.63	32,482.94	34,132.72	35,849.39	37,476.88
2,641.89	2,706.92	2,844.39	2,987.45	3,123.07
1,219.33	1,249.34	1,312.80	1,378.82	1,441.42
15.24	15.62	16.41	17.23	18.02

Parking Control Officer I (2210)/

27A	27B	27C	27D	27E
32,460.64	33,330.13	34,979.91	36,696.58	38,390.95
2,705.05	2,777.51	2,914.99	3,058.05	3,199.25
1,248.49	1,281.93	1,345.38	1,411.41	1,476.58
15.61	16.02	16.82	17.65	18.45

Appendix A - Wages
Unified Government of WYCO/KCK
AFSCME Paygrade
01/01/18 thru 12/31/18

Administrative Support Assistant (0098)

Building Maintenance Worker (4110)/Mail & Records Center Clerk (4105)

Data Entry & Control Clerk III (1213)/Fiscal Assistant I (0207)

Fiscal Support Assistant (0203)/Facilities Maint. Technician (4123)

28A	28B	28C	28D	28E
33,307.83	34,110.43	35,827.10	37,610.65	39,305.02
2,775.65	2,842.54	2,985.60	3,134.22	3,275.42
1,281.07	1,311.94	1,377.97	1,446.56	1,511.73
16.01	16.40	17.22	18.08	18.89

Court Clerk II (0141) Lead Fiscal Support Assistant (0201)

Office Assistant IV (0122)

30A	30B	30C	30D	30E
34,221.90	35,113.68	36,830.35	38,680.78	40,442.04
2,851.83	2,926.14	3,069.20	3,223.39	3,370.17
1,316.23	1,350.53	1,416.55	1,487.72	1,555.46
16.45	16.88	17.71	18.60	19.44

Inspector I (6101)

31A	31B	31C	31D	31E
35,849.39	36,741.17	38,569.31	40,508.92	42,337.06
2,987.45	3,061.76	3,214.11	3,375.75	3,528.09
1,378.82	1,413.12	1,483.43	1,558.04	1,628.35
17.23	17.66	18.54	19.47	20.35

Construction Inspector I (1130)

32A	32B	32C	32D	32E
36,785.76	37,699.83	39,594.85	41,579.05	43,474.08
3,065.48	3,141.66	3,299.57	3,464.92	3,622.84
1,414.84	1,449.99	1,522.88	1,599.19	1,672.08
17.69	18.12	19.04	19.98	20.90

Appendix A - Wages

Unified Government of WYCO/KCK

AFSCME Paygrade

01/01/18 thru 12/31/18

Admin. Support Specialist (0099)/Computer Specialist I (1235)

Dispute Resolutions Counselor (1620)/Probation Officer (1615)

Planning Technician (1301)/Fiscal Support Specialist (0204)

Program Technician I (1405)/Animal Control Officer (6180)

Inspector I Certified (6102)/Juvenile Care Worker I (5330)

Court Clerk III (0412)

33A	33B	33C	33D	33E
37,655.24	38,591.60	40,508.92	42,560.01	44,499.62
3,137.94	3,215.97	3,375.75	3,546.66	3,708.30
1,448.28	1,484.29	1,558.04	1,636.92	1,711.52
18.10	18.55	19.48	20.46	21.39

Engineering Technician II (1105)

34A	34B	34C	34D	34E
38,613.90	39,594.85	41,579.05	43,652.43	45,658.93
3,217.82	3,299.57	3,464.92	3,637.71	3,804.91
1,485.15	1,522.88	1,599.19	1,678.94	1,756.11
18.56	19.04	19.98	20.98	21.95

Court Liaison Officer (5125) Lead Fiscal Support Specialist (0223)

35A	35B	35C	35D	35E
39,617.15	40,598.10	42,649.18	44,744.86	46,773.65
3,301.43	3,383.17	3,554.10	3,728.74	3,897.80
1,523.74	1,561.47	1,640.35	1,720.96	1,798.99
19.05	19.52	20.50	21.51	22.48

Computer Specialist II (1236)/Program Tech II (1403)

37A	37B	37C	37D	37E
41,579.05	42,626.89	44,744.86	46,996.59	49,114.56
3,464.92	3,552.24	3,728.74	3,916.39	4,092.88
1,599.19	1,639.50	1,720.96	1,807.56	1,889.02
19.98	20.49	21.51	22.59	23.61

Parking Control Officer II (2211)

38A	38B	38C	38D	38E
42,604.60	43,652.43	45,859.58	48,155.90	50,340.75
3,550.38	3,637.71	3,821.64	4,012.99	4,195.07
1,638.64	1,678.94	1,763.83	1,852.15	1,936.18
20.48	20.98	22.04	23.15	24.20

Appendix A - Wages
Unified Government of WYCO/KCK
AFSCME Paygrade
1/1/18 thru 12/31/18

License Inspector I (6123)/Building Inspector I (6110)

41A	41B	41C	41D	41E
45,926.46	47,085.77	49,448.98	51,901.36	54,242.27
3,827.21	3,923.81	4,120.74	4,325.11	4,520.19
1,766.40	1,810.99	1,901.88	1,996.21	2,086.24
22.07	22.64	23.77	24.95	26.07

**Building Inspector I Certified (6112)/
Construction Inspector II (1131)**

43A	43B	43C	43D	43E
48,267.37	49,471.27	51,945.95	54,509.80	56,984.48
4,022.28	4,122.61	4,328.83	4,542.48	4,748.71
1,856.44	1,902.74	1,997.92	2,096.53	2,191.71
23.21	23.78	24.97	26.20	27.40

Compliance Officer I (6150)

44A	44B	44C	44D	44E
49,448.98	50,675.17	53,216.73	55,869.76	58,411.32
4,120.74	4,222.93	4,434.73	4,655.81	4,867.61
1,901.88	1,949.04	2,046.80	2,148.84	2,246.59
23.77	24.37	25.58	26.86	28.08

Skilled Tradesperson (4120)/Building Inspector II (6111)

45A	45B	45C	45D	45E
50,719.76	51,990.54	54,554.39	57,296.60	59,882.75
4,226.64	4,332.54	4,546.20	4,774.72	4,990.23
1,950.76	1,999.64	2,098.25	2,203.72	2,303.18
24.39	25.00	26.22	27.55	28.78

Building Inspector II Certified (6113)

47A	47B	47C	47D	47E
52,012.83	53,305.91	55,981.24	58,768.03	61,443.36
4,334.41	4,442.16	4,665.10	4,897.34	5,120.28
2,000.49	2,050.23	2,153.12	2,260.31	2,363.21
25.01	25.62	26.92	28.25	29.54

Appendix A - Wages
Unified Government of WYCO/KCK
AFSCME Paygrade
1/1/18 thru 12/31/18

Compliance Officer II (6151)

49A	49B	49C	49D	49E
55,981.24	57,363.49	60,261.76	63,271.50	66,147.48
4,665.10	4,780.29	5,021.81	5,272.63	5,512.29
2,153.12	2,206.29	2,317.76	2,433.52	2,544.13
26.92	27.58	28.98	30.42	31.80

Appendix A - Wages
Unified Government of WYCO/KCK
AFSCME Paygrade
01/01/19 thru 12/31/19

Club House Attendant (3202)

6A	6B	6C	6D	6E
19,647.61	20,147.89	21,148.47	22,194.52	23,240.57
1,637.30	1,678.99	1,762.37	1,849.54	1,936.72
755.68	774.92	813.40	853.64	893.87
9.45	9.68	10.17	10.67	11.17

Security Guard (6190)

15A	15B	15C	15D	15E
24,627.73	25,218.98	26,515.17	27,856.85	29,084.83
2,052.31	2,101.59	2,209.60	2,321.40	2,423.73
947.22	969.96	1,019.81	1,071.42	1,118.65
11.84	12.13	12.75	13.39	13.97

Office Assistant II (0121)

19A	19B	19C	19D	19E
27,151.90	27,834.11	29,198.53	30,631.17	32,063.80
2,262.66	2,319.51	2,433.21	2,552.60	2,671.98
1,044.30	1,070.54	1,123.02	1,178.12	1,233.22
13.05	13.38	14.04	14.73	15.41

**Clubhouse Assistant (3201)/
Data Entry & Control Clerk I (1211)**

20A	20B	20C	20D	20E
27,902.33	28,584.54	29,994.44	31,518.04	32,927.94
2,325.19	2,382.05	2,499.54	2,626.50	2,744.00
1,073.17	1,099.41	1,153.63	1,212.23	1,266.46
13.41	13.74	14.42	15.16	15.83

Caretaker (4101)

21A	21B	21C	21D	21E
28,561.80	29,244.01	30,722.13	32,268.47	33,723.85
2,380.15	2,437.00	2,560.17	2,689.04	2,810.32
1,098.53	1,124.77	1,181.62	1,241.09	1,297.07
13.73	14.07	14.77	15.51	16.22

Appendix A - Wages
Unified Government of WYCO/KCK
AFSCME Paygrade
01/01/19 thru 12/31/19

Data Entry & Control Clerk II (1212)

Program Aide (1401)/Switchboard Operator (0100)

24A	24B	24C	24D	24E
30,722.13	31,495.30	33,041.64	34,701.68	36,316.24
2,560.17	2,624.61	2,753.47	2,891.81	3,026.35
1,181.62	1,211.36	1,270.83	1,334.68	1,396.78
14.77	15.15	15.88	16.68	17.46

Engineering Technician I (1101)/Facility Worker (3301)

25A	25B	25C	25D	25E
31,563.52	32,336.69	33,996.73	35,679.51	37,294.07
2,630.30	2,694.72	2,833.06	2,973.29	3,107.84
1,213.98	1,243.72	1,307.57	1,372.29	1,434.39
15.18	15.55	16.34	17.15	17.93

**Greenskeeper (3210)/Office Assistant III (0119)/
Court Clerk I (0140)**

26A	26B	26C	26D	26E
32,336.69	33,132.60	34,815.38	36,566.38	38,226.42
2,694.72	2,761.05	2,901.28	3,047.20	3,185.53
1,243.72	1,274.33	1,339.05	1,406.40	1,470.25
15.55	15.93	16.74	17.57	18.38

Parking Control Officer I (2210)/

27A	27B	27C	27D	27E
33,109.86	33,996.73	35,679.51	37,430.51	39,158.77
2,759.15	2,833.06	2,973.29	3,119.21	3,263.23
1,273.46	1,307.57	1,372.29	1,439.64	1,506.11
15.92	16.34	17.16	18.00	18.82

Appendix A - Wages
Unified Government of WYCO/KCK
AFSCME Paygrade
01/01/19 thru 12/31/19

Administrative Support Assistant (0098)

Building Maintenance Worker (4110)/Mail & Records Center Clerk (4105)

Data Entry & Control Clerk III (1213)/Fiscal Assistant I (0207)

Fiscal Support Assistant (0203)/Facilities Maint. Technician (4123)

28A	28B	28C	28D	28E
33,973.99	34,792.64	36,543.64	38,362.86	40,091.13
2,831.17	2,899.39	3,045.31	3,196.90	3,340.93
1,306.69	1,338.18	1,405.52	1,475.49	1,541.97
16.33	16.73	17.56	18.44	19.27

Court Clerk II (0141) Lead Fiscal Support Assistant (0201)

Office Assistant IV (0122)

30A	30B	30C	30D	30E
34,906.34	35,815.95	37,566.95	39,454.40	41,250.88
2,908.87	2,984.66	3,130.58	3,287.86	3,437.58
1,342.55	1,377.54	1,444.88	1,517.48	1,586.57
16.78	17.22	18.06	18.97	19.83

Inspector I (6101)

31A	31B	31C	31D	31E
36,566.38	37,475.99	39,340.70	41,319.10	43,183.80
3,047.20	3,123.00	3,278.39	3,443.26	3,598.65
1,406.40	1,441.38	1,513.10	1,589.20	1,660.92
17.57	18.01	18.91	19.86	20.76

Construction Inspector I (1130)

32A	32B	32C	32D	32E
37,521.47	38,453.82	40,386.75	42,410.63	44,343.56
3,126.79	3,204.49	3,365.56	3,534.22	3,695.30
1,443.13	1,478.99	1,553.34	1,631.18	1,705.52
18.04	18.48	19.42	20.38	21.32

Appendix A - Wages
Unified Government of WYCO/KCK
AFSCME Paygrade
01/01/19 thru 12/31/19

Admin. Support Specialist (0099)/Computer Specialist I (1235)
Dispute Resolutions Counselor (1620)/Probation Officer (1615)
Planning Technician (1301)/Fiscal Support Specialist (0204)
Program Technician I (1405)/Animal Control Officer (6180)
Inspector I Certified (6102)/Juvenile Care Worker I (5330)
Court Clerk III (0412)

33A	33B	33C	33D	33E
38,408.34	39,363.44	41,319.10	43,411.21	45,389.61
3,200.70	3,280.29	3,443.26	3,617.60	3,782.46
1,477.24	1,513.98	1,589.20	1,669.66	1,745.75
18.47	18.92	19.86	20.87	21.82

Engineering Technician II (1105)

34A	34B	34C	34D	34E
39,386.18	40,386.75	42,410.63	44,525.48	46,572.11
3,282.18	3,365.56	3,534.22	3,710.46	3,881.01
1,514.85	1,553.34	1,631.18	1,712.52	1,791.23
18.93	19.42	20.38	21.40	22.39

Court Liaison Officer (5125) Lead Fiscal Support Specialist (0223)

35A	35B	35C	35D	35E
40,409.49	41,410.06	43,502.17	45,639.76	47,709.12
3,367.45	3,450.84	3,625.18	3,803.31	3,975.76
1,554.21	1,592.69	1,673.16	1,755.38	1,834.97
19.43	19.91	20.91	21.94	22.93

Computer Specialist II (1236)/Program Tech II (1403)

37A	37B	37C	37D	37E
42,410.63	43,479.43	45,639.76	47,936.52	50,096.85
3,534.22	3,623.28	3,803.31	3,994.71	4,174.73
1,631.18	1,672.29	1,755.38	1,843.71	1,926.80
20.38	20.90	2.93	23.04	24.08

Parking Control Officer II (2211)

38A	38B	38C	38D	38E
43,456.69	44,525.48	46,776.77	49,119.02	51,347.57
3,621.39	3,710.46	3,898.07	4,093.25	4,278.97
1,671.41	1,712.52	1,799.11	1,889.19	1,974.91
20.89	21.40	22.48	23.61	24.69

Appendix A - Wages
Unified Government of WYCO/KCK
AFSCME Paygrade
1/1/19 thru 12/31/19

License Inspector I (6123)/Building Inspector I (6110)

41A	41B	41C	41D	41E
46,844.99	48,027.49	50,437.96	52,939.39	55,327.12
3,903.75	4,002.29	4,203.16	4,411.62	4,610.59
1,801.73	1,847.21	1,939.92	2,036.13	2,127.97
22.51	23.09	24.25	25.45	26.59

**Building Inspector I Certified (6112)/
Construction Inspector II (1131)**

43A	43B	43C	43D	43E
49,232.72	50,460.70	52,984.87	55,600.00	58,124.17
4,102.73	4,205.06	4,415.41	4,633.33	4,843.68
1,893.57	1,940.80	2,037.88	2,138.46	2,235.55
23.67	24.26	25.47	26.72	27.95

Compliance Officer I (6150)

44A	44B	44C	44D	44E
50,437.96	51,688.67	54,281.06	56,987.16	59,579.55
4,203.16	4,307.39	4,523.43	4,748.93	4,964.96
1,939.92	1,988.03	2,087.73	2,191.81	2,291.52
24.25	24.86	26.10	27.40	28.64

Skilled Tradesperson (4120)/Building Inspector II (6111)

45A	45B	45C	45D	45E
51,734.15	53,030.35	55,645.48	58,442.54	61,080.41
4,311.18	4,419.19	4,637.13	4,870.22	5,090.03
1,989.78	2,039.63	2,140.21	2,247.79	2,349.25
24.88	25.50	26.74	28.10	29.36

Building Inspector II Certified (6113)

47A	47B	47C	47D	47E
53,053.09	54,372.03	57,100.86	59,943.40	62,672.23
4,421.09	4,531.00	4,758.40	4,995.29	5,222.69
2,040.50	2,091.23	2,196.19	2,305.52	2,410.47
25.51	26.13	27.46	28.82	30.13

Appendix A - Wages
Unified Government of WYCO/KCK
AFSCME Paygrade
1/1/19 thru 12/31/19

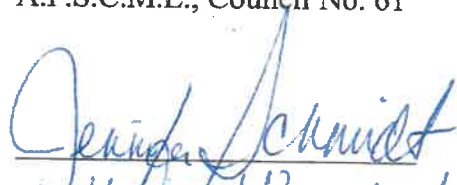
Compliance Officer II (6151)

49A	49B	49C	49D	49E
57,100.86	58,510.76	61,466.99	64,536.93	67,470.43
4,758.40	4,875.90	5,122.25	5,378.08	5,622.54
2,196.19	2,250.41	2,364.12	2,482.19	2,595.02
27.46	28.13	29.56	31.03	32.44

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

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY,
KANSAS

A.F.S.C.M.E., Council No. 61

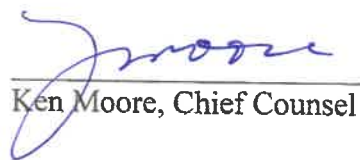

Union Representative

Date


HR Director



Approved as to form:


Ken Moore, Chief Counsel

Date

8-13-19

Attest:

Unified Government Clerk



Staff Request for Commission Action

Tracking No. 19928

Full Commission Meeting Date: 8/29/19

Committee:

Date of Standing Committee Action: NA

(If none, please explain): Action was previously authorized by the Commission under the Development Agreement with SVV.

Publication Required: No

<u>Date:</u> 8/23/2019	<u>Contact Name:</u> Katherine Carttar	<u>Contact Phone:</u> x5176	<u>Contact Email:</u> kcarttar@wycokck.org	<u>Department/Division:</u> Economic Development
<u>Item Description:</u> Resolution Authorizing Three Assignment and Assumption Agreements for Premier Automotive at the Legends, LLC, Premier Automotive of Bonner Springs KS, LLC and Premier Automotive of Kansas City, LLC				
<u>Action Requested:</u> Approve				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> Resolution adopting Acknowledgement and Assumption Agreement, Premier Auto Acknowledgment and Assumption Agreement (Chrysler Obstacle Course)-10382127-v2, Premier Auto Acknowledgment and Assumption Agreement (Ford)-10382276-v2, Premier Auto Acknowledgment and Assumption Agreement (Pre-Owned)-10382278-v2				

RESOLUTION NO. R-_____

**RESOLUTION AUTHORIZING THE ASSIGNMENT AND ASSUMPTION
AGREEMENTS BETWEEN SVV I, LLC AND PREMIER AUTOMOTIVE AT THE
LEGENDS, LLC, PREMIER AUTOMOTIVE OF BONNER SPRINGS, LLC AND
PREMIER AUTOMOTIVE OF KANSAS CITY, LLC**

WHEREAS, On August 28, 2014, the Unified Government of Wyandotte County/KCK ("Unified Government") and SVV I, LLC ("SVV") entered into that certain Amended and Restated Vacation Village Development Agreement, as amended by that certain First Amendment to Amended and Restated Vacation Village Development Agreement dated as of August 13, 2015 (collectively, the "Development Agreement"), whereby SVV proposed to design, develop, and construct certain new facilities (the "Project"), on certain real property located in Wyandotte County, Kansas, which is generally bounded on the North by Parallel Parkway, on the West by I-435, on the South by State Avenue and on the East by North 94th Street. All capitalized terms which are not otherwise defined in this Agreement shall have the meanings assigned to them in the Development Agreement.

WHEREAS, among other things, the Project included the constriction of automotive dealerships for new and quality pre-owned automobiles; and

WHEREAS, the Development Agreement provides that SVV may assign portions of the Project to other entities with the consent of the Unified Government; and

WHEREAS, The parties desire to enter into this Agreement so that Premier Automotive at the Legends, LLC, Premier Automotive of Bonner Springs KS, LLC and Premier Automotive of Kansas City, LLC shall acknowledge, assume and agree to perform the obligations, covenants and agreements of SVV under the Development Agreement as the same pertain to the lots specified in the attached Assignment and Assumptions Agreements, attached hereto as Exhibits 1, Exhibit 2 and Exhibit 3, and that upon conveyance of said lots those particular obligations will no longer apply to SVV in any way, but rather will run with the land.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/ KANSAS CITY, KANSAS:**

Section 1. That the Unified Government Board of Commissioners hereby approves the Acknowledgement and Assumption Agreements in substantially the form attached hereto.

Section 2. That the County Administrator is hereby authorized to execute in the name of the Unified Government of Wyandotte County/Kansas City, Kansas, the Assignment and Assumption Agreements, and that the County Administrator and any other employees or agents of

Unified Government are authorized to execute any other certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS, THIS 29th DAY OF AUGUST 2019**

David Alvey, Mayor/CEO

Attest:

Unified Government Clerk

(Space above reserved for Register of Deeds certification)

1. Title of Document: Acknowledgment and Assumption Agreement (Chrysler Project)
 2. Date of Document: _____, 2019
 3. Assignor: SVV I, LLC, a Kansas limited liability company
 4. Assignee: PREMIER AUTOMOTIVE OF KANSAS CITY, LLC, a Kansas limited liability company
 5. Statutory Mailing Address(s):

PREMIER AUTOMOTIVE OF KANSAS CITY, LLC
c/o PREMIER AUTOMOTIVE GROUP
1720 North 100th Terrace, Kansas City, Kansas 66111
 6. Legal Description: See attached Exhibits A (Project Site) and B (Chrysler Property)
-

ACKNOWLEDGEMENT AND ASSUMPTION AGREEMENT
(Chrysler Project)

THIS ACKNOWLEDGEMENT AND ASSUMPTION AGREEMENT (this "Agreement"), is made and entered into as of this ____ day of _____, 2019 (the "Effective Date") by and between the **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS** (the "UG"); **PREMIER AUTOMOTIVE OF KANSAS CITY, LLC**, a Kansas limited liability company ("Assignee"); and **SVV I, LLC**, a Kansas limited liability company ("SVV," and with the UG and/or Assignee, the "Parties").

RECITALS:

A. On August 28, 2014, the UG and SVV entered into that certain Amended and Restated Vacation Village Development Agreement, as amended by that certain First Amendment to Amended and Restated Vacation Village Development Agreement dated as of August 15, 2015 (collectively as amended, the "Development Agreement"), whereby SVV proposed to design, develop, and construct certain new facilities (the "Project"), on certain real property located in Wyandotte County, Kansas, which is generally bounded on the North by Parallel Parkway, on the West by I-435, on the South by State Avenue and on the East by North 94th Street, and legally described on **Exhibit A** attached hereto (the "Project Site"). All capitalized terms which are not otherwise defined in this Agreement shall have the meanings assigned to them in the Development Agreement.

B. Among other things, Project Area 2A of the Project is intended to include the construction and operation of an automotive plaza consisting of four (4) automobile dealerships (the "Auto Plaza Project"), which was to be designed, constructed, completed and operated by SVV, along with its tenants and transferees. A part of the Auto Plaza Project includes the Victory Chrysler Dodge Jeep RAM dealership and obstacle course adjacent thereto (the "Chrysler Project") located on that portion of the Project Site legally described on **Exhibit B** attached hereto (the "Chrysler Property").

C. Pursuant to that certain Purchase and Sale Agreement dated July 20, 2019, 2019 by and between SVV and Assignee, Assignee intends to purchase the Chrysler Property from SVV and operate the Chrysler Project, and this Agreement will be recorded against the Chrysler Property in connection with that conveyance.

D. The Parties desire to enter into this Agreement so that Assignee shall acknowledge, assume and agree to perform the obligations, covenants and agreements of SVV under the Development Agreement as the same pertain to the operation of the Chrysler Project, and that, upon conveyance of the Chrysler Property to Assignee, the obligations that pertain to the Chrysler Property will no longer apply to SVV, but rather will run with the land.

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 or earlier termination of the Development Agreement (the "Term").

3. General Acknowledgement and Assumption. Assignee hereby acknowledges, assumes and agrees to perform each and every obligation, covenant and agreement of "SVV" under the Development Agreement, except as modified below, but only to the extent that the same shall pertain to the Chrysler Project, each of which is referenced below and hereby incorporated. Assignee hereby understands and agrees that the UG may enforce the same directly against Assignee as the owner of the Chrysler Property; provided, however, that in no event will Assignee have any obligations or liabilities under the Development Agreement except to the extent specifically set forth herein and only insofar as the foregoing obligations, covenants and agreements pertain to the Chrysler Property.

4. Release of SVV. Upon recording of this Agreement or a memorandum of this Agreement, SVV shall be fully and completely released from any and all obligations under the Development Agreement with respect to the Chrysler Property which are specifically assumed by Assignee hereunder, after which time the UG's remedies for an Assignee default hereunder shall be directly against Assignee pursuant to the terms hereof, and in no event shall the UG's enforcement against Assignee affect SVV's rights under the Development Agreement. SVV shall remain liable for all other obligations under the Development Agreement, including the obligations pertaining to the Chrysler Property which are not specifically assumed by Assignee hereunder.

5. Specific Acknowledgement and Assumption. Assignee hereby specifically acknowledges, assumes and agrees to perform the following obligations, covenants and agreements set forth in the Development Agreement, as modified in certain instances below:

(a) **Section 2.2(e) – Design Criteria.** Assignee's development, design and construction of any Improvements shall comply with the Design Criteria attached as Exhibit 5 to the Development Agreement.

(b) **Section 2.4(b) – Site Restrictions.** In addition to the restrictions set forth in Section 2.4(b) of the Development Agreement, Assignee understands and agrees that during the Term, the Chrysler Property may not be used for any purpose other than a first-class automobile dealership and obstacle course without prior written consent and approval from the UG.

(c) **Article 4 – No Public Financing.** Assignee hereby acknowledges and agrees that it has no right, title or interest in or to any of the Public Financing described in Article 4 of the Development Agreement, and Assignee hereby waives, releases and disclaims any right, title or interest to same.

(d) **Section 7.2(a)(ii) – Use and Operation.** Assignee covenants that at all times during the Term, it will, at its expense conduct its business in a dignified quality manner and in conformity with first class industry standards and in such manner as to

maximize sales and to help establish and maintain a high reputation for the Chrysler Project.

(e) **Section 7.4 – Maintenance and Use.** During the Term, Assignee shall cause the Chrysler Project to be maintained, preserved and kept in good repair and working order and in a safe condition, consistent at all times with other comparably-situated new car dealerships, and will make all repairs, renewals, replacements and improvements necessary for the safe, efficient, and advantageous conduct of its business and operations on the Chrysler Property in conformity with first class industry standards. Nothing herein shall obligate Assignee to preserve, repair, renew or replace portions of the improvements on the Chrysler Property no longer used or no longer useful in the conduct of its business or prevent Assignee from removing or demolishing any building or buildings, if in its reasonable judgment, such discontinuance is desirable in the conduct of its business and not disadvantageous in any material respect to the owners of the STAR Bonds, and as long as the same does not materially adversely affect the value of the Chrysler Project or Assignee's ability to (a) perform its obligations under this Agreement, or (b) as long as the STAR Bonds are outstanding, generate sales or sales taxes from the Chrysler Project. Assignee may make additions, alterations and changes to the Chrysler Project so long as such additions, alterations and changes are made in compliance with all Applicable Laws and Requirements, and as long as the same do not materially adversely affect Assignee's ability to (x) perform its obligations under this Agreement, or (y) as long as the STAR Bonds are outstanding, generate sales or sales taxes from the Chrysler Project. Assignee agrees to set aside on its books reasonable reserves for future maintenance and capital expenditures.

(f) **Section 7.5 – Compliance.** Assignee shall conduct its affairs and carry on its business and operations in such a manner as to comply with all Applicable Laws and Requirements, and to observe and conform to all valid orders, regulations or requirements (including, but not limited to, those relating to safety and health) of any Government Authorities applicable to the conduct of its business and operations and the ownership of the Chrysler Project; provided, however, that nothing contained in this Agreement shall require Assignee to comply with, observe and conform to any such law, order, regulation or requirement of any Government Authorities so long as the validity thereof shall be contested by Assignee in good faith by appropriate proceedings, and provided that Assignee shall have set aside on its books adequate reserves in accordance with GAAP or secured adequate bonding with respect to such contest and such contest shall not materially impair the ability of Assignee to meet its obligations under this Agreement. Assignee agrees to promptly pay any and all fees and expenses associated with any safety, health or other inspections required under this Agreement or imposed by Applicable Laws and Requirements, unless contested in good faith with the assurances provided in the preceding sentence. Assignee also agrees that it will fully comply with the terms and conditions of the Declaration of Covenants and Restrictions Affecting Land recorded in the Office of the Wyandotte County Register of Deeds as Document No. 2014R-14964 (the "Declaration of Restrictions") and the Declaration of Easements, Covenants, Conditions, and Restrictions recorded in the Office of the Wyandotte County Register of Deeds as Document No. 2014R-14976, as amended by that certain First Amendment to Declaration of Easements, Covenants, Conditions, and Restrictions dated October 16, 2015 and recorded in the Office

of the Wyandotte County Register of Deeds as Document No. 2015R-17236 and re-recorded as Document Nos. 2015R-17172 and 2015R-17236 (collectively the "ECCR").

(g) **Section 7.6 – Payment of Taxes and Other Charges.** During the Term of this Agreement, Assignee (and its Affiliates) shall pay when due all real estate taxes and assessments on the property it owns within the City of Kansas City, Kansas or Wyandotte County. Notwithstanding the foregoing, nothing contained in this Agreement shall prohibit Assignee (or its Affiliates) from contesting the assessed value of the properties, improvements or the taxes thereon in good faith by appropriate proceedings; provided, however, that Assignee (and/or its Affiliates) shall pay any and all amounts that are contested under protest while any such proceedings are pending. Assignee shall promptly notify the UG in writing of a protest of real estate taxes for or valuation of the Chrysler Property.

(h) **Section 7.7 – Payment of Obligations.** During the Term, Assignee shall promptly pay or otherwise satisfy and discharge all of its obligations and all demands and claims against it as and when the same become due and payable, unless the validity, amount or collectability thereof is being contested in good faith or unless the failure to comply or contest would not materially impair its ability to perform its obligations under this Agreement nor subject any material part of the Chrysler Project to loss or forfeiture.

(i) **Section 7.8 – Liens and Encumbrances.** During the Term, except for a Permitted Mortgage (i.e., any mortgage placed on the Chrysler Property or any part thereof in connection with any construction or permanent financing of the Chrysler Project or portion thereof, including any refinancing of the Chrysler Project or portion thereof at any time, as well as any financing related to operating the Chrysler Project), Assignee shall not create or incur or permit to be created or incurred or to exist any mortgage, lien, security interest, charge or encumbrance upon the Chrysler Project, or any part thereof, excluding any utility, lease, or other easements typically found in developments of this type, and shall promptly cause to be discharged or terminated all mortgages, liens, security interests, charges and encumbrances that are not a Permitted Mortgage.

(j) **Section 7.9 – Licenses and Permits.** During the Term, Assignee shall procure and maintain all licenses and permits, and allow all inspections and/or investigations required by Applicable Laws and Requirements or otherwise necessary in the operation of its business and affairs in, on or about the Chrysler Project; provided, however, that Assignee shall not be required to procure or maintain in effect any right, license or accreditation that Assignee and the UG shall have determined in good faith and subject to Applicable Laws and Requirements, is not in the best interests of Assignee and is no longer necessary in the conduct of its business and that lack of such compliance will not materially impair the ability of Assignee to pay or perform its obligations under this Agreement.

(k) **Section 7.10 – Insurance.** During the Term, Assignee shall maintain or caused to be maintained on the Chrysler Property and the Chrysler Project insurance on property and operations covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating similar properties and

engaged in similar operations (including but not limited to property and casualty, worker's compensation, general liability and employee dishonesty) and in amounts equal to or greater than the minimum amounts set forth on **Exhibit C** attached hereto. Each policy or other contract for such insurance shall (i) name the UG as an additional insured (with respect to liability insurance, but only with respect to a maximum of \$500,000 per occurrence), and (ii) contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least thirty (30) days after written notice of cancellation to Assignee and each other insured, additional insured, loss payee and mortgage payee named therein. The rights of the UG to any insurance proceeds shall be subject and subordinate to the rights of any Permitted Mortgagee.

(l) **Section 7.11 – Damage, Destruction or Condemnation.**

(1) In the event of damage to or destruction of any portion of the Chrysler Project resulting from fire or other Casualty during the Term, or in the event any portion of the Chrysler Project is condemned or taken for any public or quasi-public use or title thereto is found to be deficient during the Term, the net proceeds of any insurance available to Assignee relating to such damage or destruction, the net proceeds of such condemnation or taking or the net proceeds of any realization on title insurance shall be paid into, and used in accordance with a construction escrow agreement satisfactory to the UG, Assignee and any Permitted Mortgagee ("Casualty Escrow"). The Casualty Escrow shall be deemed "satisfactory to the UG" for the purposes hereunder if the Casualty Escrow requires that the net proceeds be used exclusively for the costs of designing and rebuilding the damaged or destroyed portion of the Chrysler Project and that any change to such requirement be approved in writing by the UG in its discretion.

(2) If, at any time during the Term, if any portion of the Chrysler Project shall be damaged or destroyed by a Casualty (the "Damaged Facilities"), Assignee, to the extent insurance proceeds are made available to Assignee, shall commence at its sole cost and expense and thereafter proceed as promptly as possible to repair, restore and replace the Damaged Facilities as nearly as possible to their condition immediately prior to the Casualty and shall be entitled to draw upon the Casualty Escrow for payment of said costs.

(3) If at any time during the Term, title to the whole or substantially all of the Chrysler Project shall be taken in condemnation proceedings or by right of eminent domain, Assignee, at its sole discretion, may terminate this Agreement as of the date of such taking. For purposes of this Section 5(i), "substantially all of the Chrysler Project" shall be deemed to have been taken if the UG and Assignee, each acting reasonably and in good faith, determine that the untaken portion of the Chrysler Project, including any parking improvements located on the Chrysler Property, cannot be practically and economically used by Assignee for the purposes and at the times contemplated by this Agreement.

(4) In the event of condemnation of less than the whole or substantially all of the Chrysler Project during the Term, Assignee, at its sole cost and expense, shall commence and thereafter proceed as promptly as possible to repair, restore and replace the remaining part of the Chrysler Project, as nearly as possible, to its former condition, and shall be entitled to draw upon the Casualty Escrow for payment of said costs.

(m) **Section 7.12 – Indemnification.** Assignee shall pay and indemnify and save the UG and its governing body members, directors, officers, employees and agents harmless from and against all loss, liability, damage or expense arising out of the following that occur on or after the Effective Date: (a) the acquisition of the Chrysler Property; (b) the design, construction and completion of any Improvements by Assignee; (c) the use or occupation of the Chrysler Project by Assignee or anyone acting by, through or under it; (d) damage or injury, actual or claimed, of whatsoever kind or character occurring to persons or property occurring or allegedly occurring in, on or about the Chrysler Project; (e) any breach, default or failure to perform by Assignee under this Agreement; and (f) any act by an employee of the UG at the Chrysler Property which are within or under the control of Assignee or pursued for the benefit of or on behalf of Assignee. Assignee shall also pay and indemnify and save the UG and its governing body members, directors, officers, employees and agents harmless of, from and against, all costs, reasonable counsel fees, expenses and liabilities incurred by them or by Assignee in any action or proceeding brought by reason of any such claim, demand, expense, penalty or fine. If any action or proceeding is brought against the UG or its governing body members, directors, officers, employees or agents by reason of any such claim or demand, Assignee, upon written notice from the UG, covenants to resist and defend such action or proceeding on demand of the UG or its governing body members, directors, officers, employees or agents. Notwithstanding the foregoing, no party benefited by this indemnity shall be indemnified against liability for damage arising out of (i) bodily injury to persons or damage to property caused by the party's own respective willful and malicious acts or omissions or gross negligence; or (ii) the acts or omissions of the UG's agents or employees. The foregoing covenants contained in this Section 5(m) shall be deemed continuing covenants, representations and warranties for the benefit of the UG and any successors and assigns of the UG, and shall survive the termination, satisfaction or release of this Agreement, or any other instrument, but only with respect to liability that arises during the Term.

(n) **Section 7.16 – Power of the UG.** Notwithstanding anything set forth herein to the contrary, no provision contained herein shall in any manner diminish or usurp the inherent rights and powers of the UG to act in its capacity as a public body. Further, nothing herein shall relieve Assignee from complying with all Applicable Laws and Requirements.

(o) **Section 8.5 – Sales Tax Information and Continuing Disclosures.** Subject to the ability to comply with Applicable Laws and Requirements, Assignee shall not take any actions or adopt any practices or procedures which are designed to, or which may or will have the effect of, eliminating, reducing or diverting in any way any sales taxes, use taxes and/or transient guest taxes payable to the UG or the State in connection with sales made or services from, in or on and about the Chrysler Property. In connection

therewith, Assignee recognizes, stipulates and agrees that such sales shall include any private parties, banquets and/or catering conducted by Assignee, excluding special charity and "no charge" events. Assignee agrees that it will itself provide, and that it will use commercially reasonable efforts, by appropriate agreement, to require all parties holding or operating by, through or under it, or otherwise operating on or from the Chrysler Property, to provide, to the UG and/or the escrow agent under the Transaction Documents, true and correct copies of all sales tax, use tax and transient guest tax returns filed with the State with respect to sales in, on or from the Chrysler Property, the same to be provided simultaneously with, or within ten (10) days after such filing. Assignee shall, to the extent allowed by Applicable Laws and Requirements, provide to the UG, the Kansas Department of Revenue and the escrow agent under the Distribution Agreement, the names of all vendors operating in, on or from the Chrysler Property, their sales tax identification number and their dates of operation. Assignee further understands and agrees that Assignee will be required to execute and deliver Continuing Disclosure Agreements with the dissemination agent named therein in connection with the STAR Bonds, in which Assignee will agree to provide information during the Term of this Agreement about the construction and development of the Chrysler Project, leases of and sales on the Chrysler Property, sales and use tax receipts, and comparable matters.

(p) **Section 9.1 – Default Provisions.** Assignee shall be in default under this Agreement if:

(1) Assignee fails to make any of the payments of money required hereunder, and Assignee fails to cure or remedy the same within thirty (30) days after the UG has given Assignee written notice specifying such default; or

(2) Assignee fails to keep or perform any obligation hereunder, and Assignee fails to remedy the same within sixty (60) days after the UG has given Assignee written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by Assignee within such period and diligently pursued until the default is corrected; or

(3) Assignee shall file a voluntary petition under any bankruptcy law or an involuntary petition under any bankruptcy law is filed against any such party in a court having jurisdiction and said petition is not dismissed within sixty (60) days; or Assignee generally is not paying its debts as such debts become due; or Assignee makes an assignment for the benefit of its creditors; or a custodian, trustee or receiver is appointed or retained to take charge of and manage any substantial part of the assets of Assignee and such appointment is not dismissed within sixty (60) days; or any execution or attachment shall issue against Assignee whereupon the Chrysler Project, or any part thereof, or any interest therein of Assignee under this Agreement shall be taken and the same is not released prior to

judicial sale thereunder (each of the events described in this subparagraph being deemed a default under the provisions of this Agreement); or

(4) Assignee breaches the representations and warranties set forth in this Agreement and fails to cure or correct same within thirty (30) days of notice from the UG.

In the event of the violation or breach of any provision of this Agreement and the continuation of such failure beyond any cure period provided herein, the UG shall have the right, but no obligation, to enter upon the Chrysler Property and to abate the violation or breach in accordance with the provisions of Section 12.2 of the ECCR. In addition, the UG shall also have the lien right set forth in Section 12.4 of the ECCR to secure any amounts payable to the UG.

In the event of any default, the UG may take such actions, or pursue such remedies, as exist hereunder, or at law or in equity, and Assignee covenants to pay and to indemnify the UG against all reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of the UG in connection with the enforcement of such actions or remedies.

(q) **Section 9.2 – Rights and Remedies.** The rights and remedies reserved by the UG hereunder and those provided by law shall be construed as cumulative and continuing rights, no one of which shall be exhausted by the exercise of any one or more of such rights or remedies on any one or more occasions. If a default by Assignee occurs under this Agreement and is continuing, the UG may take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance by Assignee of any provision of this Agreement; provided, however, that Assignee's liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall Assignee be liable for any remote or consequential damages. The UG shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions hereunder, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. Failure by the UG to enforce any such rights shall not be deemed a waiver thereof.

(r) **Section 10.1 – Waiver of Breach.** No waiver of any breach of any obligation hereunder shall operate as a waiver of any subsequent breach of the same obligation or as a waiver of any breach of any other obligation, and in case of a breach, the UG may nevertheless accept from Assignee any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

(s) **Section 10.2 – Force Majeure.** In the event Assignee shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, failure of power or other insufficient utility service, riots, insurrection, environmental remediation required by the appropriate Government

Authorities, discovery of cultural, archeological or paleontological resources or endangered species, any lawsuit seeking to restrain, enjoin, challenge or delay construction, failure of the UG to timely approve the Plans and Specifications, the Construction Documents, war, terrorism or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 5(n) shall not be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations hereunder because of a lack of funds.

(t) **Section 10.3(a) – Representations and Warranties of Assignee.**
Assignee hereby represents and warrants to the UG as follows:

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

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

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

(iv) No Consents. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authorities or regulatory body or third party is required for the due execution and delivery by Assignee of this Agreement. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authorities or regulatory body or third party is required for the performance by Assignee of this Agreement or the consummation of the transactions contemplated hereby except for zoning, building and other customary permits to be obtained from the UG or other Government Authorities.

(v) **Valid and Binding Obligation.** This Agreement is the legal, valid and binding obligation of Assignee, enforceable against Assignee in accordance with the terms hereof.

(u) **Section 10.4 – Amendments.** This Agreement may be amended, changed or modified only by a written agreement duly executed by the UG and Assignee.

(v) **Section 10.5 – Construction and Enforcement.** This Agreement shall be construed and enforced in accordance with the laws of the State.

(w) **Section 10.6 – Invalidity of Any Provisions.** If for any reason any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

(x) **Section 10.7 – Headings.** The section, subsection, and other headings shall not be treated as a part of this Agreement or as affecting the true meaning of the provisions hereof.

(y) **Section 10.8 – Execution of Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(z) **Section 10.9 – Time.** Time is of the essence in this Agreement.

(aa) **Section 10.10 – Consents and Approvals.** Wherever in this Agreement it is provided that the UG shall, may or must give its approval or consent, the UG shall not, unless specifically herein provided otherwise, unreasonably withhold, condition, delay or refuse to give such approvals or consents. It is agreed, however, that the sole right and remedy for Assignee concerning the UG's reasonableness will be action for declaratory judgment and/or specific performance, and in no event shall Assignee be entitled to claim damages of any type or nature in any such action.

(bb) **Section 10.11 – Notices.** All notices required or desired to be given hereunder shall be in writing and all such notices and other written documents required or desired to be given hereunder shall be deemed duly served and delivered for all purposes if (i) delivered by nationally recognized overnight delivery service; (ii) facsimile (with follow up within one (1) business day by United States Mail); or (iii) delivered in person, in each case if addressed to the Parties set forth below:

To the UG at:

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

with a copy to:

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

and a copy to:

Douglas G. Bach
County Administrator
The Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street, Suite 945
Kansas City, Kansas 66101
Telephone: 913-573-5030
Facsimile: 913-573-5540

and a copy to:

Todd A. LaSala
Stinson LLP
1201 Walnut Street, Suite 2900
Kansas City, Missouri 64106
Telephone: 816-842-8600
Facsimile: 816-691-3495

and a copy to:

The STAR Bond Trustee

and a copy to:

Gina Riekhof
Gilmore & Bell, P.C.
2405 Grand Blvd, Suite 1100
Kansas City, Missouri 64108-2521
Telephone: 816-221-1000
Facsimile: 816-221-1018

To SVV at:

Gary Henry
381 East Austin Street
New Braunfels, Texas 78130

Telephone: 830-625-2351
Facsimile: 830-625-3541

with a copy to:

Curtis J. Petersen
Polsinelli
6201 College Boulevard, Suite 500
Overland Park, Kansas 66211
Telephone: 913-234-7458
Facsimile: 913-273-1046

To Assignee at:

Eric Gentry
PREMIER AUTOMOTIVE OF KANSAS CITY, LLC
c/o PREMIER AUTOMOTIVE GROUP
1720 North 100th Terrace, Kansas City, Kansas 66111
Telephone: 913-422-2045
Facsimile: 913-334-2700

with a copy to:

Richard J. Ritchie
13040 I-10 Service Road
New Orleans, Louisiana 70128
Telephone: 504-940-1578

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

(cc) **Section 10.12 – Real Estate Commissions.** Assignee hereby agrees to indemnify and hold harmless the UG from and against any and all, losses, liens, claims, judgments, liabilities, reasonable costs, expenses or damages (including reasonable attorneys' fees and court costs) of any kind or character (i) arising out of or resulting from any duty or responsibility to pay any commission or make any other payment by Assignee, or (ii) arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by Assignee or on its behalf with any other broker, agent or finder in connection with this Agreement or the transactions contemplated hereby.

(dd) **Section 10.14 – Run with the Land.** The provisions of this Agreement shall be binding on the UG and Assignee (but only while Assignee owns the Chrysler Property), and any subsequent owner of the Chrysler Property (but only during such subsequent owner's ownership of the Chrysler Property). Accordingly, any reference herein to "Assignee" shall, following conveyance of the Chrysler Property to another party, refer exclusively to such other party.

(ee) **Section 10.15 – Tax Implications.** SVV and Assignee acknowledge and agree that: (a) neither the UG nor any of its officials, employees, consultants, attorneys or other agents has provided to SVV or Assignee any advice regarding the federal or state income tax implications or consequences of this Agreement, and the transactions contemplated hereby: and (b) SVV and Assignee are relying solely upon their own tax advisors in this regard.

6. Definitions. Any capitalized term used herein that is not specifically defined herein shall have the meaning provided in the Development Agreement.

[Remainder of page intentionally left blank. Signature pages immediately follow.]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

ASSIGNEE:

**PREMIER AUTOMOTIVE OF KANSAS CITY,
LLC**, a Kansas limited liability company

By: _____
Printed Name: _____
Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2019, by
_____ as _____ of PREMIER AUTOMOTIVE OF
KANSAS CITY, LLC, a Kansas limited company.

Notary Public
Printed Name: _____

My commission expires:

LIST OF EXHIBITS

- Exhibit A Project Site – Legal Description
- Exhibit B Chrysler Property – Legal Description
- Exhibit C Minimum Insurance Requirements

EXHIBIT A

PROJECT SITE – LEGAL DESCRIPTION

Project Area 1

Part of Lot 3, Schlitterbahn Vacation Village, a subdivision in Kansas City, Wyandotte County, Kansas, along with a portion of unplatted land, all being in the Southeast Quarter of Section 1, Township 11 South, Range 23 East, being more particularly described as follows:

BEGINNING at the Northwest corner of the Southeast Quarter of said Section 1, Township 11 South, Range 23 East; thence North 87 degrees 30 minutes 09 seconds East, along the North line of said Southeast Quarter, a distance of 1,003.58 feet; thence South 00 degrees 00 minutes 00 seconds East, departing the North line of said Southeast Quarter, a distance of 685.13 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 696.01 feet; thence South 69 degrees 44 minutes 32 seconds East, a distance of 730.33 feet, to a point on the Easterly line of said Lot 3; thence North 87 degrees 45 minutes 28 seconds, along the Easterly line of said Lot 3, a distance of 272.37 feet, to a point on the West Right-of-Way line of N. 94th Street, as now established; thence South 02 degrees 14 minutes 32 seconds East, continuing along the Easterly line of said Lot 3, and along the West Right-of-Way line of said N. 94th Street, a distance of 910.24 feet; thence South 87 degrees 45 minutes 28 seconds West, continuing along the Easterly line of said Lot 3, and along the West Right-of-Way line of said N. 94th Street, a distance of 15.00 feet; thence South 02 degrees 14 minutes 32 seconds East, continuing along the Easterly line of said Lot 3, and along the West Right-of-Way line of said N. 94th Street, a distance of 645.04 feet to the point of intersection of the West Right-of-Way line said N. 94th Street and the North Right-of-Way line of State Avenue, as now established; thence South 53 degrees 02 minutes 04 seconds West, continuing along the Easterly line of said Lot 3, and along the North Right-of-Way line of said State Avenue, a distance of 61.51 feet; thence South 87 degrees 42 minutes 57 seconds West, along the South line of said Lot 3 and along the North Right-of-Way line of said State Avenue, a distance of 881.99 feet; thence North 64 degrees 52 minutes 17 seconds West, continuing along the South line of said Lot 3 and along the North Right-of-Way line of said State Avenue, a distance of 13.73 feet; thence in a Westerly direction, departing the South line of said Lot 3, and continuing along the North Right-of-Way line of said State Avenue, to a point of intersection of the South Right-of-Way line of said State Avenue and the South line of said Lot 3; thence South 87 degrees 42 minutes 57 seconds West, along the South line of said Lot 3 and continuing along the North Right-of-Way line of said State Avenue, a distance of 61.75 feet, to the point of intersection of the North Right-of-Way line of said State Avenue and the Northeasterly Right-of-Way line of N. 98th Street, as now established; thence North 02 degrees 18 minutes 50 seconds West, departing the North Right-of-Way line of said State Avenue and along the Northeasterly Right-of-Way line of said N. 98th Street and continuing along the Southerly line of said Lot 3, a distance of 65.74 feet, to a point of curvature; thence Northerly, Northwesterly and Westerly, continuing along the Northeasterly Right-of-Way line of said N. 98th Street and along the Southerly line of said Lot 3 and along a curve to the left, having a radius of 575.00 feet and a central angle of 96 degrees 39 minutes 25 seconds, an arc length of 970.01 feet; thence North 00 degrees 00 minutes 00 seconds East, departing the Northeasterly Right-of-Way line of said N. 98th Street and the Southerly line of said Lot 3, a distance of 681.26 feet; thence North 78 degrees 38 minutes 12 seconds West, a distance of 570.99 feet, to a point on the West line of the Southeast Quarter of said Section 1; thence North

02 degrees 20 minutes 41 seconds West, along the West line of the Southeast Quarter of said Section 1, a distance of 1,102.14 feet to the POINT OF BEGINNING.

Project Area 2A

File No. 014-0347
Schlitterbahn
April 15, 2015

Project Area 2A Description:

All of Lots 1, 3, 4-A, 4-B & 7, along with part of Tracts A & B and Lots 5, & 6, Legends Auto Plaza, a subdivision in Kansas City, Wyandotte County, Kansas, being more particularly described as follows:

Tract 1:

All of Lots 1, 4-A & 4-B of said Legends Auto Plaza.

AND ALSO:

Tract 2:

BEGINNING at the Northeast corner of said Lot 3, said point also being the point of intersection of the South Right-of-Way line of Parallel Parkway and the West Right-of-Way line of N. 98th Street, as established with said Legends Auto Plaza; thence Southerly, along the East line of Lot 3, Tract B, and Lot 6, and along the West Right-of-Way line of said N. 98th Street, and along a curve to the left, whose initial tangent bearing of South 02 degrees 13 minutes 58 seconds East, having a radius of 5,804.58 feet and through a central angle of 05 degrees 58 minutes 07 seconds, an arc length of 604.68 feet; thence South 81 degrees 30 minutes 09 seconds West, departing the East line of said Lot 6 and the West Right-of-Way line of said N. 98th Street, a distance of 0.08 feet, to a point of curvature; thence Westerly, along a curve to the right, having a radius of 220.00 feet and through a central angle of 17 degrees 18 minutes 38 seconds, an arc length of 66.47 feet, to a point of tangency; thence North 81 degrees 11 minutes 14 seconds West, a distance of 138.78 feet, to a point of curvature; thence Westerly, along a curve to the left, having a radius of 280.00 feet and through a central angle of 17 degrees 48 minutes 27 seconds, an arc length of 87.02 feet, to a point on the Southerly prolongation of the West line of said Lot 3; thence North 00 degrees 00 minutes 50 seconds West, along the West line of said Lot 3 and its Southerly prolongation, a distance of 576.20 feet, to the Northwest corner of said Lot 3, said point also being on the South Right-of-Way line of said Parallel Parkway; thence North 89 degrees 14 minutes 17 seconds East, along the North line of said Lot 3 and along the South Right-of-Way line of said Parallel Parkway, a distance of 175.43 feet; thence North 88 degrees 01 minutes 07 seconds East, continuing along the North line of said Lot 3 and the South Right-of-Way line of said Parallel Parkway, a distance of 59.91 feet, to the POINT OF BEGINNING.

AND ALSO:

Tract 3:

BEGINNING at the Southwest corner of said Lot 5, said point also being on the Easterly line of said Tract B; thence North 00 degrees 00 minutes 50 seconds West, along the West line of said Lot 5 and along the Easterly line of said Tract B, a distance of 559.99 feet, to a point of

curvature; thence Northerly, Northeasterly and Easterly, continuing along the West line and along the North line of said Lot 5, and continuing along the Easterly line and along the Southerly line of said Tract B, and along a curve to the right, having a radius of 15.00 feet and through a central angle of 90 degrees 01 minutes 50 seconds, an arc length of 23.57 feet, to a point of tangency; thence South 89 degrees 59 minutes 00 seconds East, continuing along the North line of said Lot 5 and along the Southerly line of said Tract B, a distance of 79.87 feet, to a point of curvature; thence Easterly and Northeasterly, continuing along the North line of said Lot 5 and along the Southerly line of said Tract B, and along a curve to the left, having a radius of 330.00 feet and through a central angle of 23 degrees 15 minutes 39 second, an arc length of 133.97 feet, to a point of tangency; thence North 66 degrees 45 minutes 21 seconds East, continuing along the North line of said Lot 5 and along the Southerly line of said Tract B, and their Easterly prolongation, a distance of 256.87 feet, to a point of curvature; thence Northeasterly, Easterly and Southeasterly, along a curve to the right, having a radius of 185.00 feet and through a central angle of 38 degrees 46 minutes 48 seconds, an arc length of 125.22 feet, to a point of reverse curvature; thence Southeasterly and Easterly, along a curve to the left, having a radius of 515.00 and through a central angle of 06 degrees 50 minutes 11 seconds, an arc length of 61.45 feet, to a point of tangency; thence South 81 degrees 18 minutes 03 seconds East, a distance of 74.97 feet, to a point of curvature; thence Easterly, along a curve to the left, having a radius of 290.00 feet and through a central angle of 17 degrees 11 minutes 48 seconds, an arc length of 87.04 feet, to a point of tangency; thence North 81 degrees 30 minutes 09 seconds East, a distance of 0.14 feet, to a point on the East line of said Lot 6, said point also being on the West Right-of-Way line of said N. 98th Street, said point also being on a non-tangent curve; thence Southerly and Southeasterly, along the East line of Lots 6 and 7 and the Easterly line of said Tract B, and along a curve to the left, whose initial tangent bearing is South 08 degrees 53 minutes 33 seconds East, having a radius of 5,804.58 feet and through a central angle of 04 degrees 46 minutes 23 seconds, an arc length of 483.54 feet, to the Northeasterly corner of said Tract A; thence South 76 degrees 23 minutes 16 seconds West, departing the West Right-of-Way line of said N. 98th Street, a distance of 60.00 feet; thence North 82 degrees 31 minutes 36 seconds West, a distance of 330.64 feet; thence South 89 degrees 59 minutes 10 seconds West, a distance of 184.56 feet; thence South 00 degrees 01 minutes 03 seconds West, a distance of 241.90 feet, to a point on the South line of said Lot 5, said point also being on the North line of Lot 9 of said Legends Auto Plaza; thence North 89 degrees 58 minutes 57 seconds West, along the South line of said Lot 5 and along the North line of said Lot 9 a distance of 328.41 feet, to the POINT OF BEGINNING.



Project Area 2B

Part of Tract A, Lot Line Adjustment Survey, Lots 1 & 2, Schlitterbahn Vacation Village; All of Tract B, and all of that part of France Family Drive, State Avenue and N. 98th Street Right-of-Ways as established within Schlitterbahn Vacation Village, a subdivision in Kansas City, Wyandotte County, Kansas; All of Legends Auto Plaza, a subdivision in Kansas City, Wyandotte County, Kansas; along with a portion of unplatted land, lying in Section 1, Township 11 South, Range 23 East, and Section 12, Township 11 South, Range 23 East, all being more particularly described as follows:

BEGINNING at the Northeast corner of the Southwest Quarter of said Section 1, Township 11 South, Range 23 East; thence South 02 degrees 20 minutes 41 seconds East, along the East line of said Southwest Quarter, a distance of 49.99 feet, to a point on the South Right-of-Way line of France Family Drive, as now established; thence South 87 degrees 20 minutes 51 seconds West, along the South Right-of-Way line of said France Family Drive, a distance of 281.92 feet, to a point on a non-tangent curve; thence Southwesterly, departing the South Right-of-Way line of said France Family Drive, and along the Northeasterly prolongation of the Northerly line of Tract B of said Lot Line Adjustment Survey, and along a curve to the right, whose initial tangent bearing is South 44 degrees 08 minutes 09 seconds West, having a radius of 650.00 feet, and a central angle of 28 degrees 36 minutes 27 seconds, an arc length of 324.54 feet, to a point of tangency; thence South 72 degrees 44 minutes 36 seconds West, continuing along the Northerly line of said Tract B, a distance of 346.32 feet, to a point of curvature; thence Southwesterly, Southerly and Southeasterly, continuing along the Northerly line and along the Westerly line of said Tract B, and along a curve to the left, having a radius of 500.00 feet and a central angle of 92 degrees 50 minutes 42 seconds, an arc length of 810.22 feet, to a point on the Northeasterly Right-of-Way line of N. 98th Street, as now established, said point also being on the Westerly line of said Tract B, said point also being a point of tangency; thence South 20 degrees 06 minutes 06 seconds East, along the Northeasterly Right-of-Way line of said N. 98th Street and along the Westerly line of said Tract B, and along the Westerly Line of Tract A of said Lot Line Adjustment Survey, a distance of 253.32 feet, to a point of curvature; thence Southeasterly, continuing along the Northeasterly Right-of-Way line of said N. 98th Street and along the Westerly line of Tract A, of said Lot Line Adjustment Survey, and along a curve to the left, having a radius of 725.00 feet and a central angle of 27 degrees 18 minutes 33 seconds, an arc length of 345.56 feet, to a point of tangency; thence South 47 degrees 24 minutes 39 seconds East, continuing along the Northeasterly Right-of-Way line of said N. 98th Street and along the Westerly and Southerly line of Tract A, of said Lot Line Adjustment Survey, a distance of 624.55 feet, to a point of curvature; thence Southeasterly, Easterly and Northeasterly, continuing along the Northeasterly Right-of-Way line of said N. 98th Street and along the Southerly line of Tract A, of said Lot Line Adjustment Survey, and along a curve to the left, having a radius of 675.00 feet and a central angle of 76 degrees 58 minutes 27 seconds, an arc length of 906.83 feet, to a point of reverse curvature; thence Northeasterly, Easterly, Southeasterly and Southerly, continuing along the Northeasterly Right-of-Way line of said N. 98th Street and along the Southerly line of Tract A, of said Lot Line Adjustment Survey, and along a curve to the right, having a radius of 575.00 feet and a central angle of 122 degrees 03 minutes 50 seconds, an arc length of 1,224.99 feet, to a point of tangency; thence South 02 degrees 19 minutes 17 seconds East, continuing along the Northeasterly Right-of-Way line of said N. 98th Street and along the Southerly line of Tract A, of said Lot Line Adjustment Survey, a distance of 65.73 feet, to the point of intersection of the Northeasterly Right-of-Way line of said N. 98th Street

and the North Right-of-Way line of State Avenue, as now established; thence North 87 degrees 42 minutes 57 seconds East, continuing along the Southerly line of Tract A, of said Lot Line Adjustment Survey, and along the North Right-of-Way line of said State Avenue, a distance of 61.74 feet, to the point of intersection of the North Right-of-Way line of said State Avenue and the Southerly line of Tract A, of said Lot Line Adjustment Survey, lying on the West side of an unplatted piece of land; thence Southerly, departing the Southerly line of Tract A, of said Lot Line Adjustment Survey, and continuing along the North Right-of-Way line of said State Avenue; thence Easterly, continuing along the North Right-of-Way line of said State Avenue, to the point of intersection of the North Right-of-Way line of said State Avenue and the Southerly line of Tract A, of said Lot Line Adjustment Survey, lying on the East side of an unplatted piece of land; thence South 64 degrees 52 minutes 17 seconds East, continuing along the North Right-of-Way line of said State Avenue and the Southerly line of Tract A, of said Lot Line Adjustment Survey, a distance of 13.73 feet; thence North 87 degrees 42 minutes 57 seconds East, continuing along the North Right-of-Way line of said State Avenue and the Southerly line of Tract A, of said Lot Line Adjustment Survey, a distance of 881.99 feet; thence North 53 degrees 02 minutes 04 seconds East, continuing along the North Right-of-Way line of said State Avenue and the Southerly line of Tract A, of said Lot Line Adjustment Survey, a distance of 61.51 feet, to the point of intersection of the North Right-of-Way line of said State Avenue and the West Right-of-Way line of N. 94th Street, as now established; thence Southerly, departing the North Right-of-Way line of said State Avenue, to the point of intersection of the West Right-of-Way line of said N. 94th Street and the South Right-of-Way line of said State Avenue; thence Westerly, along the South Right-of-Way line of said State Avenue to the point of intersection of the South Right-of-Way line of said State Avenue and the Easterly Right-of-Way line of Interstate Highway No. 435, as now established; thence Northerly, departing the South Right-of-Way line of said State Avenue and along the Easterly Right-of-Way line of said Interstate Highway No. 435 to the point of intersection of the Easterly Right-of-Way line of said Interstate Highway No. 435 and the North Right-of-Way line of said State Avenue, said point also being the Southwesterly corner of Tract A of said Schlitterbahn Vacation Village; thence South 86 degrees 36 minutes 43 seconds East, along the North Right-of-Way line of said State Avenue and the South line of said Tract A, a distance of 246.20 feet; thence South 77 degrees 39 minutes 21 seconds East, continuing along the North Right-of-Way line of said State Avenue and the South line of said Tract A, a distance of 92.23 feet; thence North 87 degrees 42 minutes 57 seconds East, continuing along the North Right-of-Way line of said State Avenue and the South line of said Tract A, and along the South line of Lot 3 of said Schlitterbahn Vacation Village, a distance of 925.88 feet to a point of curvature, said point also being the point of intersection of the North Right-of-Way line of said State Avenue and the Southwesterly Right-of-Way line of said N. 98th Street; thence Northeasterly, Northerly and Northwesterly, departing the North Right-of-Way line of said State Avenue, and along the Southwesterly Right-of-Way line of said N. 98th Street, and along the Easterly and Northeasterly line of said Lot 3, and along a curve to the left, having a radius of 182.00 feet and a central angle of 118 degrees 41 minutes 03 seconds, an arc length of 377.00 feet, to a point of compound curvature; thence Northwesterly, Westerly and Southwesterly, continuing along the Southwesterly Right-of-Way line of said N. 98th Street and along the Easterly and Northerly line of said Lot 3, and along a curve to the left, having a radius of 425.00 feet and a central angle of 93 degrees 25 minutes 01 seconds, an arc length of 692.93 feet, to a point of reverse curvature; thence Southwesterly, Westerly and Northwesterly, continuing along the Southwesterly Right-of-Way line of said N. 98th Street and the Northerly line of said Lot 3 and along the Northerly line of said

Tract A, and along a curve to the right, having a radius of 825.00 feet and a central angle of 76 degrees 58 minutes 28 seconds, an arc length of 1,108.35 feet, to a point of tangency; thence North 47 degrees 24 minutes 39 seconds West, continuing along the Southwesterly Right-of-Way line of said N. 98th Street and the Northerly line of said Tract A, a distance of 29.19 feet, to the Southeast corner of Tract B of said Schlitterbahn Vacation Village; thence South 42 degrees 35 minutes 21 seconds West, departing the Southwesterly Right-of-Way line of said N. 98th Street, along the Southeasterly line of said Tract B, and continuing along the Northerly line of said Tract A, a distance of 25.00 feet, to a point on the Easterly Right-of-Way line of said Interstate Highway No. 435, said point also being on the Westerly line of said Tract B; thence North 47 degrees 24 minutes 39 seconds West, along the Easterly Right-of-Way line of said Interstate Highway No. 435 and the Westerly line of said Tract B, a distance of 814.00 feet; thence North 20 degrees 07 minutes 39 seconds West, continuing along the Easterly Right-of-Way line of said Interstate Highway No. 435 and the Westerly line of said Tract B, a distance of 1,498.22 feet to a point on the South line of the Northwest Quarter of said Section 1, said point also being the Southwest corner of said Legends Auto Plaza; thence North 15 degrees 56 minutes 18 seconds West, continuing along the Easterly Right-of-Way line of said Interstate Highway No. 435 and along the West line of said Legends Auto Plaza, a distance of 938.56 feet; thence North 13 degrees 58 minutes 29 seconds East, continuing along the Easterly Right-of-Way line of said Interstate Highway No. 435, and along the West line of said Legends Auto Plaza, a distance of 568.70 feet; thence North 74 degrees 54 minutes 27 seconds West, departing the Easterly Right-of-Way line of said Interstate Highway No. 435 and the West line of said Legends Auto Plaza, a distance of 130.08 feet; thence North 01 degrees 35 minutes 51 seconds West, a distance of 255.72 feet to the Westerly prolongation of the South Right-of-Way line of Parallel Parkway, as now established; thence North 88 degrees 01 minutes 07 seconds East, along the Westerly prolongation of the South Right-of-Way line of said Parallel Parkway, a distance of 370.61 feet, to the point of intersection of the Easterly Right-of-Way line of said Interstate Highway No. 435 and the South Right-of-Way line of said Parallel Parkway, said point also being the Northwest corner of said Legends Auto Plaza; thence North 88 degrees 01 minutes 07 seconds East, along the South Right-of-Way line of said Parallel Parkway, and along the North line of said Legends Auto Plaza, a distance of 150.00 feet; thence South 01 degrees 58 minutes 53 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway, and along the North line of said Legends Auto Plaza, a distance of 10.00 feet; thence North 88 degrees 01 minutes 07 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway, and along the North line of said Legends Auto Plaza, a distance of 140.02 feet; thence North 54 degrees 20 minutes 07 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway and along the North line of said Legends Auto Plaza, and their Northeasterly prolongation, a distance of 72.12 feet; thence North 88 degrees 01 minutes 07 seconds East, a distance of 61.99 feet; thence South 02 degrees 22 minutes 58 seconds East, a distance of 10.00 feet, to a point on the Westerly prolongation of the South Right-of-Way line of said Parallel Parkway and of the North line of said Legends Auto Plaza; thence North 88 degrees 01 minutes 07 seconds East, along said Westerly prolongation and along the South Right-of-Way line of said Parallel Parkway, and along the North line of said Legends Auto Plaza, a distance of 451.28 feet; thence North 89 degrees 11 minutes 40 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway and along the North line of said Legends Auto Plaza, a distance of 243.64 feet; thence North 88 degrees 01 minutes 07 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway, and along the North line of said Legends Auto Plaza, a distance of 84.91 feet; thence North 82 degrees 59 minutes 09 seconds East,

continuing along the South Right-of-Way line of said Parallel Parkway, a distance of 170.99 feet, to a point on the North line of Tract A of said Lot Line Adjustment Survey; thence North 88 degrees 01 minutes 07 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway and along the North line of Tract A of said Lot Line Adjustment Survey, a distance of 173.97 feet; thence North 88 degrees 00 minutes 23 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway and the North line of Tract A of said Lot Line Adjustment Survey, a distance of 183.19 feet; thence South 00 degrees 55 minutes 56 seconds East, departing the South Right-of-Way line of said State Avenue and the North line of Tract A of said Lot Line Adjustment Survey, a distance of 582.69 feet; thence South 89 degrees 01 minutes 58 seconds West, a distance of 148.05 feet; thence North 29 degrees 19 minutes 48 seconds West, a distance of 62.94 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 190.36 feet, to a point on a non-tangent curve; thence Southerly, along a curve to the left, whose initial tangent bearing is South 07 degrees 20 minutes 18 seconds East, having a radius of 5,654.58 feet, and a central angle of 06 degrees 19 minutes 32 seconds, an arc length of 624.28 feet, to a point on a non-tangent line; thence North 89 degrees 03 minutes 39 seconds East, a distance of 264.66 feet; thence South 01 degrees 01 minutes 01 seconds East, a distance of 295.50 feet; thence South 89 degrees 01 minutes 58 seconds West, a distance of 195.18 feet, to a point on a non-tangent curve; thence Southerly, along a curve to the right, whose initial tangent bearing is South 13 degrees 19 minutes 19 seconds East, having a radius of 5,804.58 feet and a central angle of 02 degrees 43 minutes 40 seconds, an arc length of 276.34 feet, to a point on a non-tangent line, said point also being on the East line of the Northwest Quarter of said Section 1; thence South 02 degrees 19 minutes 21 seconds East, along the East line of said Northwest Quarter, a distance of 57.88 feet, to the POINT OF BEGINNING.

EXCEPTING therefrom, all of the following described tracts;

All of Lots 1, 3, 4-A, 4-B & 7, along with part of Tracts A & B and Lots 5, & 6, Legends Auto Plaza, a subdivision in Kansas City, Wyandotte County, Kansas, being more particularly described as follows:

Tract 1:

All of Lots 1, 4-A & 4-B of said Legends Auto Plaza.

AND ALSO:

Tract 2:

BEGINNING at the Northeast corner of said Lot 3, said point also being the point of intersection of the South Right-of-Way line of Parallel Parkway and the West Right-of-Way line of N. 98th Street, as established with said Legends Auto Plaza; thence Southerly, along the East line of Lot 3, Tract B, and Lot 6, and along the West Right-of-Way line of said N. 98th Street, and along a curve to the left, whose initial tangent bearing of South 02 degrees 13 minutes 58 seconds East, having a radius of 5,804.58 feet and through a central angle of 05 degrees 58 minutes 07 seconds, an arc length of 604.68 feet; thence South 81 degrees 30 minutes 09 seconds West, departing the East line of said Lot 6 and the West Right-of-Way line of said N. 98th Street, a distance of 0.08 feet, to a point of curvature; thence Westerly, along a curve to the right, having a radius of 220.00 feet and through a central angle of 17 degrees 18 minutes 38 seconds, an arc length of 66.47 feet, to a point of tangency; thence North 81 degrees 11 minutes 14 seconds West, a distance of 138.78

feet, to a point of curvature; thence Westerly, along a curve to the left, having a radius of 280.00 feet and through a central angle of 17 degrees 48 minutes 27 seconds, an arc length of 87.02 feet, to a point on the Southerly prolongation of the West line of said Lot 3; thence North 00 degrees 00 minutes 50 seconds West, along the West line of said Lot 3 and its Southerly prolongation, a distance of 576.20 feet, to the Northwest corner of said Lot 3, said point also being on the South Right-of-Way line of said Parallel Parkway; thence North 89 degrees 14 minutes 17 seconds East, along the North line of said Lot 3 and along the South Right-of-Way line of said Parallel Parkway, a distance of 175.43 feet; thence North 88 degrees 01 minutes 07 seconds East, continuing along the North line of said Lot 3 and the South Right-of-Way line of said Parallel Parkway, a distance of 59.91 feet, to the POINT OF BEGINNING.

AND ALSO:

Tract 3:

BEGINNING at the Southwest corner of said Lot 5, said point also being on the Easterly line of said Tract B; thence North 00 degrees 00 minutes 50 seconds West, along the West line of said Lot 5 and along the Easterly line of said Tract B, a distance of 559.99 feet, to a point of curvature; thence Northerly, Northeasterly and Easterly, continuing along the West line and along the North line of said Lot 5, and continuing along the Easterly line and along the Southerly line of said Tract B, and along a curve to the right, having a radius of 15.00 feet and through a central angle of 90 degrees 01 minutes 50 seconds, an arc length of 23.57 feet, to a point of tangency; thence South 89 degrees 59 minutes 00 seconds East, continuing along the North line of said Lot 5 and along the Southerly line of said Tract B, a distance of 79.87 feet, to a point of curvature; thence Easterly and Northeasterly, continuing along the North line of said Lot 5 and along the Southerly line of said Tract B, and along a curve to the left, having a radius of 330.00 feet and through a central angle of 23 degrees 15 minutes 39 second, an arc length of 133.97 feet, to a point of tangency; thence North 66 degrees 45 minutes 21 seconds East, continuing along the North line of said Lot 5 and along the Southerly line of said Tract B, and their Easterly prolongation, a distance of 256.87 feet, to a point of curvature; thence Northeasterly, Easterly and Southeasterly, along a curve to the right, having a radius of 185.00 feet and through a central angle of 38 degrees 46 minutes 48 seconds, an arc length of 125.22 feet, to a point of reverse curvature; thence Southeasterly and Easterly, along a curve to the left, having a radius of 515.00 and through a central angle of 06 degrees 50 minutes 11 seconds, an arc length of 61.45 feet, to a point of tangency; thence South 81 degrees 18 minutes 03 seconds East, a distance of 74.97 feet, to a point of curvature; thence Easterly, along a curve to the left, having a radius of 290.00 feet and through a central angle of 17 degrees 11 minutes 48 seconds, an arc length of 87.04 feet, to a point of tangency; thence North 81 degrees 30 minutes 09 seconds East, a distance of 0.14 feet, to a point on the East line of said Lot 6, said point also being on the West Right-of-Way line of said N. 98th Street, said point also being on a non-tangent curve; thence Southerly and Southeasterly, along the East line of Lots 6 and 7 and the Easterly line of said Tract B, and along a curve to the left, whose initial tangent bearing is South 08 degrees 53 minutes 33 seconds East, having a radius of 5,804.58 feet and through a central angle of 04 degrees 46 minutes 23 seconds, an arc length of 483.54 feet, to the Northeasterly corner of said Tract A; thence South 76 degrees 23 minutes 16 seconds West, departing the West Right-of-Way line of said N. 98th Street, a distance of 60.00 feet; thence North 82 degrees 31 minutes 36 seconds West, a distance of 330.64 feet; thence South 89 degrees 59 minutes 10 seconds West, a distance of 184.56 feet; thence South 00 degrees 01 minutes 03 seconds West, a distance of 241.90 feet, to a point on the South line of said Lot 5, said point also

being on the North line of Lot 9 of said Legends Auto Plaza; thence North 89 degrees 58 minutes 57 seconds West, along the South line of said Lot 5 and along the North line of said Lot 9 a distance of 328.41 feet, to the POINT OF BEGINNING.

Project Area 3

Part of Lots 1 and 2, and all of Lot 3 and Tract A, Schlitterbahn Vacation Village, a subdivision in Kansas City, Wyandotte County, Kansas; being in Section 1, Township 11 South, Range 23 East, being more particularly described as follows:

COMMENCING at the Northeast corner of the Southwest Quarter of said Section 1, Township 11 South, Range 23 East; thence South 02 degrees 20 minutes 41 seconds East, along the East line of said Southwest Quarter, a distance of 49.99 feet, to the POINT OF BEGINNING; thence South 02 degrees 20 minutes 41 seconds East, continuing along the East line of said Southwest Quarter, a distance of 1,052.15 feet; thence South 78 degrees 38 minutes 12 seconds East, departing the East line of said Southwest Quarter, a distance of 570.99 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 681.26 feet, to a point on a non-tangent curve, said point also being on the Southerly line of said Lot 3, said point also being on the Northeasterly Right-of-Way line of N. 98th Street, as now established; thence Southwesterly, along the Southerly line of said Lot 3 and the Northeasterly Right-of-Way line of said N. 98th Street, and along a curve to the left, whose initial tangent bearing is South 81 degrees 01 minutes 18 seconds West, having a radius of 575.00 feet, and a central angle of 25 degrees 24 minutes 25 seconds, an arc length of 254.98 feet, to a point of reverse curvature; thence Southwesterly, Westerly and Northwesterly, continuing along the Southerly line of said Lot 3 and the Northeasterly Right-of-Way line of said N. 98th Street, and along a curve to the right, having a radius of 675.00 feet and a central angle of 76 degrees 58 minutes 27 seconds, an arc length of 906.83 feet, to a point of tangency, said point hereinafter referred to as Point "A"; thence North 47 degrees 24 minutes 39 seconds West, continuing along the Southerly line of said Lot 3 and the Northeasterly Right-of-Way line of said N. 98th Street, and along the Southwesterly line of said Lot 3, a distance of 624.55 feet, to a point of curvature; thence Northwesterly, continuing along the Southwesterly line of said Lot 3 and the Northeasterly Right-of-Way line of said N. 98th Street, and along a curve to the right, having a radius of 725.00 feet and a central angle of 27 degrees 18 minutes 33 seconds, an arc length of 345.56 feet, to a point of tangency; thence North 20 degrees 06 minutes 06 seconds West, continuing along the Southwesterly line of said Lot 3 and the Northeasterly Right-of-Way line of said N. 98th Street, a distance of 253.32 feet, to a point of curvature; thence Northwesterly, Northerly and Northeasterly, departing the Southwesterly line of said Lot 3 and the Northeasterly Right-of-Way line of said N. 98th Street, and along a curve to the right, having a radius of 500.00 feet and a central angle of 92 degrees 50 minutes 42 seconds, an arc length of 810.22 feet, to a point of tangency; thence North 72 degrees 44 minutes 36 seconds East, a distance of 346.32 feet, to a point of curvature; thence Northeasterly, along a curve to the left, having a radius of 650.00 feet and a central angle of 28 degrees 36 minutes 27 seconds, an arc length of 324.54 feet, to a point on the South Right-of-Way line of France Family Drive, as now established; thence North 87 degrees 20 minutes 51 seconds East, along the South Right-of-Way line of said France Family Drive, and its Easterly prolongation, a distance of 281.92 feet, to the POINT OF BEGINNING.

AND ALSO:

COMMENCING at the aforementioned Point "A"; thence South 53 degrees 36 minutes 09 seconds West, a distance of 152.81 feet, to a point on the Southwesterly Right-of-Way line of said N. 98th Street, said point also being on the Northerly line of said Tract A, said point also being the POINT OF BEGINNING; thence South 47 degrees 24 minutes 39 seconds East, along the Southwesterly Right-of-Way line of said N. 98th Street and the Northerly line of said Tract A, a distance of 29.19 feet to a point of curvature; thence Southeasterly, Easterly and Northeasterly, along the Southwesterly Right-of-Way line of said N. 98th Street and the Northerly line of said Tract A and the Northerly line of said Lot 3, and along a curve to the left, having a radius of 825.00 feet and a central angle of 76 degrees 58 minutes 28 seconds, an arc length of 1,108.35 feet, to a point of reverse curvature; thence Northeasterly, Easterly and Southeasterly, continuing along the Southwesterly Right-of-Way line of said N. 98th Street and the Northerly and Northeasterly line of said Lot 3, and along a curve to the right, having a radius of 425.00 feet and a central angle of 93 degrees 25 minutes 01 seconds, an arc length of 692.93 feet, to a point of compound curvature; thence Southeasterly, Southerly Southwesterly, and Westerly, continuing along the Southwesterly Right-of-Way line of said N. 98th Street and the Easterly line of said Lot 3, and along a curve to the right, having a radius of 182.00 feet and a central angle of 118 degrees 41 minutes 03 seconds, an arc length of 377.00 feet, to a point of tangency, said point also being the point of intersection of the Southwesterly Right-of-Way line of said N. 98th Street and the North Right-of-Way line of State Avenue, as now established; thence South 87 degrees 42 minutes 57 seconds West, along the North Right-of-Way line of said State Avenue and the South line of said Lot 3 and Tract A, a distance of 925.88 feet; thence North 77 degrees 39 minutes 21 seconds West, continuing along the North Right-of-Way line of said State Avenue and the South line of said Tract A, a distance of 92.23 feet; thence North 86 degrees 36 minutes 43 seconds West, continuing along the North Right-of-Way line of said State Avenue and the South line of said Tract A, a distance of 246.20 feet, to the point of intersection of the North Right-of-Way line of said State Avenue and the Easterly Right-of-Way line of Interstate Highway No. 435; thence North 27 degrees 56 minutes 39 seconds West, departing the North Right-of-Way line of said State Avenue, and along the Easterly Right-of-Way line of said Interstate Highway No. 435 and the Westerly line of said Tract A, a distance of 549.00 feet; thence North 42 degrees 35 minutes 21 seconds East, departing the Easterly Right-of-Way line of said Interstate Highway No. 435, and along the Westerly line of said Tract A, a distance of 25.00 feet, to the POINT OF BEGINNING.

BUT EXCLUDING:

Lot 2, Schlitterbahn Vacation Village, Second Plat, a subdivision in Kansas City, Wyandotte County, Kansas.

Project Area 5

Part of Lot 3, Schlitterbahn Vacation Village, a subdivision in Kansas City, Wyandotte County, Kansas, along with a portion of unplatted land, all being in Section 1, Township 11 South, Range 23 East, being more particularly described as follows:

BEGINNING at the Southwest corner of the Northeast Quarter of said Section 1, Township 11 South, Range 23 East; thence North 02 degrees 19 minutes 21 seconds West, along the West line of said Northeast Quarter, a distance of 57.88 feet; thence North 11 degrees 57 minutes 29 seconds West, departing the West line of said Northeast Quarter, a distance of 276.31 feet; thence North 89 degrees 01 minutes 58 seconds East, a distance of 195.18 feet; thence North 01 degrees 01

minutes 01 seconds West, a distance of 36.96 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 770.80 feet; thence North 75 degrees 42 minutes 31 seconds East, a distance of 930.96 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 492.40 feet; thence North 34 degrees 59 minutes 43 seconds East, a distance of 207.82 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 181.85 feet; thence North 62 degrees 48 minutes 12 seconds East, a distance of 301.92 feet, to a point on the Easterly line of said Schlitterbahn Vacation Village; thence North 02 degrees 11 minutes 59 seconds West, along the Easterly line of said Schlitterbahn Vacation Village, a distance of 245.05 feet, to the point of intersection of the Easterly line of said Schlitterbahn Vacation Village and the South Right-of-Way line of Parallel Parkway, as now established; thence Easterly, along the South Right-of-Way line of said Parallel Parkway, to the point of intersection of the South Right-of-Way line of said Parallel Parkway and the West Right-of-Way line of N. 94th Street, as now established; thence Southerly, along the West Right-of-Way line of said N. 94th Street and along the East line of an unplatted tract of land and along the East line of Replat of Lots 5 to 37, Shepherd Hills, a subdivision in Kansas City, Wyandotte County, Kansas, to the point of intersection of the West Right-of-Way line of said N. 94th Street and the Easterly line of said Schlitterbahn Vacation Village; thence South 02 degrees 11 minutes 59 seconds East, continuing along the West Right-of-Way line of said N. 94th Street, and along the East line of said Schlitterbahn Vacation Village, a distance of 50.00 feet, to the point of intersection of the Easterly line of said Schlitterbahn Vacation Village and the West Right-of-Way line of said N. 94th Street; thence Southerly, departing the East line of said Schlitterbahn Vacation Village, and continuing along the West Right-of-Way line of said N. 94th Street and along the East line of Shepherd Hills, a subdivision in Kansas City, Wyandotte County, Kansas, and along an unplatted tract of land, to the point of intersection of the East line of said Schlitterbahn Vacation Village and the West Right-of-Way line of said N. 94th Street, at the Southeast corner of an unplatted tract of land; thence South 87 degrees 45 minutes 28 seconds West, departing the West Right-of-Way line of said N. 94th Street, and along the Easterly line of said Schlitterbahn Vacation Village, a distance of 272.37 feet; thence North 69 degrees 44 minutes 32 seconds West, departing the Easterly line of said Schlitterbahn Vacation Village, a distance of 730.33 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 696.01 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 685.13 feet, to a point on the North line of the Southeast Quarter of said Section 1; thence South 87 degrees 30 minutes 09 seconds West, along the North line of the Southeast Quarter of said Section 1, a distance of 1,003.58 feet, to the POINT OF BEGINNING.

EXHIBIT B

CHRYSLER PROPERTY – LEGAL DESCRIPTION

Lot 4-B, Legends Auto Plaza, a subdivision in Kansas City, Wyandotte County, Kansas.

AND ALSO:

Lot 8-A, Legends Auto Plaza, Third Plat, a subdivision in Kansas City, Wyandotte County, Kansas.

EXHIBIT C

MINIMUM INSURANCE REQUIREMENTS

1. Worker's Compensation. Assignee may self-insure, to the extent allowed by applicable law. The self-insured retention shall be that which is standard in the industry. Assignee will then purchase excess Worker's Compensation Insurance with statutory limits over the self-insured retention. If self-insurance is not available under applicable state law, coverage will be purchased in accordance with the statutory requirements.
2. Comprehensive General Liability. Assignee will purchase and maintain with primary limits of \$2,000,000.
3. Automobile Liability. Assignee will purchase and maintain with primary limits of \$1,000,000.
4. Excess Liability. Assignee will purchase and maintain excess liability insurance in an amount not less than \$5,000,000.
5. Special Perils Form Property Insurance. Assignee will purchase on a replacement cost basis. Deductibles and limits will be standard to those in the industry, and the policy shall include an "Agreed Amount" endorsement. Earthquake and flood insurance will be included if required and if available at a reasonable cost, fired vessel, boiler and machinery, and underground collapse may be required by the UG as additional perils.

(Space above reserved for Register of Deeds certification)

1. Title of Document: Acknowledgment and Assumption Agreement (Ford Project)
 2. Date of Document: _____, 2019
 3. Assignor: SVV I, LLC, a Kansas limited liability company
 4. Assignee: PREMIER AUTOMOTIVE OF BONNER SPRINGS KS, LLC, a Kansas limited liability company
 5. Statutory Mailing Address(s):

PREMIER AUTOMOTIVE OF BONNER SPRINGS KS, LLC
c/o PREMIER AUTOMOTIVE GROUP
1800 North 100th Terrace, Kansas City, Kansas 66111
 6. Legal Description: See attached Exhibits A (Project Site) and B (Lot 4A Property)
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ACKNOWLEDGEMENT AND ASSUMPTION AGREEMENT
(Ford Project)

THIS ACKNOWLEDGEMENT AND ASSUMPTION AGREEMENT (this "Agreement"), is made and entered into as of this ____ day of _____, 2019 (the "Effective Date") by and between the **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS** (the "UG"); **PREMIER AUTOMOTIVE OF BONNER SPRINGS KS, LLC**, a Kansas limited liability company ("Assignee"); and **SVV I, LLC**, a Kansas limited liability company ("SVV," and with the UG and/or Assignee, the "Parties").

RECITALS:

A. On August 28, 2014, the UG and SVV entered into that certain Amended and Restated Vacation Village Development Agreement, as amended by that certain First Amendment to Amended and Restated Vacation Village Development Agreement dated as of August 15, 2015 (collectively as amended, the "Development Agreement"), whereby SVV proposed to design, develop, and construct certain new facilities (the "Project"), on certain real property located in Wyandotte County, Kansas, which is generally bounded on the North by Parallel Parkway, on the West by I-435, on the South by State Avenue and on the East by North 94th Street, and legally described on **Exhibit A** attached hereto (the "Project Site"). All capitalized terms which are not otherwise defined in this Agreement shall have the meanings assigned to them in the Development Agreement.

B. Among other things, Project Area 2A of the Project is intended to include the construction and operation of an automotive plaza consisting of four (4) automobile dealerships (the "Auto Plaza Project"), which was to be designed, constructed, completed and operated by SVV, along with its tenants and transferees. A part of the Auto Plaza Project includes the Victory Ford dealership (the "Ford Project") located on that portion of the Project Site legally described on **Exhibit B** attached hereto (the "Lot 4A Property").

C. Pursuant to that certain Purchase and Sale Agreement dated July 20, 2019, 2019 by and between SVV and Assignee, Assignee intends to purchase the Lot 4A Property from SVV and operate the Ford Project, and this Agreement will be recorded against the Lot 4A Property in connection with that conveyance.

D. The Parties desire to enter into this Agreement so that Assignee shall acknowledge, assume and agree to perform the obligations, covenants and agreements of SVV under the Development Agreement as the same pertain to the operation of the Ford Project, and that, upon conveyance of the Lot 4A Property to Assignee, the obligations that pertain to the Lot 4A Property will no longer apply to SVV, but rather will run with the land.

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 or earlier termination of the Development Agreement (the "Term").

3. General Acknowledgement and Assumption. Assignee hereby acknowledges, assumes and agrees to perform each and every obligation, covenant and agreement of "SVV" under the Development Agreement, except as modified below, but only to the extent that the same shall pertain to the Ford Project, each of which is referenced below and hereby incorporated. Assignee hereby understands and agrees that the UG may enforce the same directly against Assignee as the owner of the Lot 4A Property; provided, however, that in no event will Assignee have any obligations or liabilities under the Development Agreement except to the extent specifically set forth herein and only insofar as the foregoing obligations, covenants and agreements pertain to the Lot 4A Property.

4. Release of SVV. Upon recording of this Agreement or a memorandum of this Agreement, SVV shall be fully and completely released from any and all obligations under the Development Agreement with respect to the Lot 4A Property which are specifically assumed by Assignee hereunder, after which time the UG's remedies for an Assignee default hereunder shall be directly against Assignee pursuant to the terms hereof, and in no event shall the UG's enforcement against Assignee affect SVV's rights under the Development Agreement. SVV shall remain liable for all other obligations under the Development Agreement, including the obligations pertaining to the Lot 4A Property which are not specifically assumed by Assignee hereunder.

5. Specific Acknowledgement and Assumption. Assignee hereby specifically acknowledges, assumes and agrees to perform the following obligations, covenants and agreements set forth in the Development Agreement, as modified in certain instances below:

(a) **Section 2.2(e) – Design Criteria.** Assignee's development, design and construction of any Improvements shall comply with the Design Criteria attached as Exhibit 5 to the Development Agreement.

(b) **Section 2.4(b) – Site Restrictions.** In addition to the restrictions set forth in Section 2.4(b) of the Development Agreement, Assignee understands and agrees that during the Term, the Lot 4A Property may not be used for any purpose other than a first-class automobile dealership without prior written consent and approval from the UG.

(c) **Article 4 – No Public Financing.** Assignee hereby acknowledges and agrees that it has no right, title or interest in or to any of the Public Financing described in Article 4 of the Development Agreement, and Assignee hereby waives, releases and disclaims any right, title or interest to same.

(d) **Section 7.2(a)(ii) – Use and Operation.** Assignee covenants that at all times during the Term, it will, at its expense conduct its business in a dignified quality manner and in conformity with first class industry standards and in such manner as to maximize sales and to help establish and maintain a high reputation for the Ford Project.

(e) **Section 7.4 – Maintenance and Use.** During the Term, Assignee shall cause the Ford Project to be maintained, preserved and kept in good repair and working order and in a safe condition, consistent at all times with other comparably-situated new car dealerships, and will make all repairs, renewals, replacements and improvements necessary for the safe, efficient, and advantageous conduct of its business and operations on the Lot 4A Property in conformity with first class industry standards. Nothing herein shall obligate Assignee to preserve, repair, renew or replace portions of the improvements on the Lot 4A Property no longer used or no longer useful in the conduct of its business or prevent Assignee from removing or demolishing any building or buildings, if in its reasonable judgment, such discontinuance is desirable in the conduct of its business and not disadvantageous in any material respect to the owners of the STAR Bonds, and as long as the same does not materially adversely affect the value of the Ford Project or Assignee's ability to (a) perform its obligations under this Agreement, or (b) as long as the STAR Bonds are outstanding, generate sales or sales taxes from the Ford Project. Assignee may make additions, alterations and changes to the Ford Project so long as such additions, alterations and changes are made in compliance with all Applicable Laws and Requirements, and as long as the same do not materially adversely affect Assignee's ability to (x) perform its obligations under this Agreement, or (y) as long as the STAR Bonds are outstanding, generate sales or sales taxes from the Ford Project. Assignee agrees to set aside on its books reasonable reserves for future maintenance and capital expenditures.

(f) **Section 7.5 – Compliance.** Assignee shall conduct its affairs and carry on its business and operations in such a manner as to comply with all Applicable Laws and Requirements, and to observe and conform to all valid orders, regulations or requirements (including, but not limited to, those relating to safety and health) of any Government Authorities applicable to the conduct of its business and operations and the ownership of the Ford Project; provided, however, that nothing contained in this Agreement shall require Assignee to comply with, observe and conform to any such law, order, regulation or requirement of any Government Authorities so long as the validity thereof shall be contested by Assignee in good faith by appropriate proceedings, and provided that Assignee shall have set aside on its books adequate reserves in accordance with GAAP or secured adequate bonding with respect to such contest and such contest shall not materially impair the ability of Assignee to meet its obligations under this Agreement. Assignee agrees to promptly pay any and all fees and expenses associated with any safety, health or other inspections required under this Agreement or imposed by Applicable Laws and Requirements, unless contested in good faith with the assurances provided in the preceding sentence. Assignee also agrees that it will fully comply with the terms and conditions of the Declaration of Covenants and Restrictions Affecting Land recorded in the Office of the Wyandotte County Register of Deeds as Document No. 2014R-14964 (the "Declaration of Restrictions") and the Declaration of Easements, Covenants, Conditions, and Restrictions recorded in the Office of the Wyandotte County Register of Deeds as Document No. 2014R-14976, as amended by that certain First Amendment to Declaration of Easements, Covenants, Conditions, and Restrictions dated October 16, 2015 and recorded in the Office of the Wyandotte County Register of Deeds as Document No. 2015R-17236 and recorded as Document Nos. 2015R-17172 and 2015R-17236 (collectively the "ECCR").

(g) **Section 7.6 – Payment of Taxes and Other Charges.** During the Term of this Agreement, Assignee (and its Affiliates) shall pay when due all real estate taxes and assessments on the property it owns within the City of Kansas City, Kansas or Wyandotte County. Notwithstanding the foregoing, nothing contained in this Agreement shall prohibit Assignee (or its Affiliates) from contesting the assessed value of the properties, improvements or the taxes thereon in good faith by appropriate proceedings; provided, however, that Assignee (and/or its Affiliates) shall pay any and all amounts that are contested under protest while any such proceedings are pending. Assignee shall promptly notify the UG in writing of a protest of real estate taxes for or valuation of the Lot 4A Property.

(h) **Section 7.7 – Payment of Obligations.** During the Term, Assignee shall promptly pay or otherwise satisfy and discharge all of its obligations and all demands and claims against it as and when the same become due and payable, unless the validity, amount or collectability thereof is being contested in good faith or unless the failure to comply or contest would not materially impair its ability to perform its obligations under this Agreement nor subject any material part of the Ford Project to loss or forfeiture.

(i) **Section 7.8 – Liens and Encumbrances.** During the Term, except for a Permitted Mortgage (i.e., any mortgage placed on the Lot 4A Property or any part thereof in connection with any construction or permanent financing of the Ford Project or portion thereof, including any refinancing of the Ford Project or portion thereof at any time, as well as any financing related to operating the Ford Project), Assignee shall not create or incur or permit to be created or incurred or to exist any mortgage, lien, security interest, charge or encumbrance upon the Ford Project, or any part thereof, excluding any utility, lease, or other easements typically found in developments of this type, and shall promptly cause to be discharged or terminated all mortgages, liens, security interests, charges and encumbrances that are not a Permitted Mortgage.

(j) **Section 7.9 – Licenses and Permits.** During the Term, Assignee shall procure and maintain all licenses and permits, and allow all inspections and/or investigations required by Applicable Laws and Requirements or otherwise necessary in the operation of its business and affairs in, on or about the Ford Project; provided, however, that Assignee shall not be required to procure or maintain in effect any right, license or accreditation that Assignee and the UG shall have determined in good faith and subject to Applicable Laws and Requirements, is not in the best interests of Assignee and is no longer necessary in the conduct of its business and that lack of such compliance will not materially impair the ability of Assignee to pay or perform its obligations under this Agreement.

(k) **Section 7.10 – Insurance.** During the Term, Assignee shall maintain or caused to be maintained on the Lot 4A Property and the Ford Project insurance on property and operations covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating similar properties and engaged in similar operations (including but not limited to property and casualty, worker's compensation, general liability and employee dishonesty) and in amounts equal to or greater than the minimum amounts set forth on **Exhibit C** attached hereto. Each policy or other contract for such insurance shall (i) name the UG as an additional insured (with

respect to liability insurance, but only with respect to a maximum of \$500,000 per occurrence), and (ii) contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least thirty (30) days after written notice of cancellation to Assignee and each other insured, additional insured, loss payee and mortgage payee named therein. The rights of the UG to any insurance proceeds shall be subject and subordinate to the rights of any Permitted Mortgagee.

(1) **Section 7.11 – Damage, Destruction or Condemnation.**

(1) In the event of damage to or destruction of any portion of the Ford Project resulting from fire or other Casualty during the Term, or in the event any portion of the Ford Project is condemned or taken for any public or quasi-public use or title thereto is found to be deficient during the Term, the net proceeds of any insurance available to Assignee relating to such damage or destruction, the net proceeds of such condemnation or taking or the net proceeds of any realization on title insurance shall be paid into, and used in accordance with a construction escrow agreement satisfactory to the UG, Assignee and any Permitted Mortgagee ("Casualty Escrow"). The Casualty Escrow shall be deemed "satisfactory to the UG" for the purposes hereunder if the Casualty Escrow requires that the net proceeds be used exclusively for the costs of designing and rebuilding the damaged or destroyed portion of the Ford Project and that any change to such requirement be approved in writing by the UG in its discretion.

(2) If, at any time during the Term, if any portion of the Ford Project shall be damaged or destroyed by a Casualty (the "Damaged Facilities"), Assignee, to the extent insurance proceeds are made available to Assignee, shall commence at its sole cost and expense and thereafter proceed as promptly as possible to repair, restore and replace the Damaged Facilities as nearly as possible to their condition immediately prior to the Casualty and shall be entitled to draw upon the Casualty Escrow for payment of said costs.

(3) If at any time during the Term, title to the whole or substantially all of the Ford Project shall be taken in condemnation proceedings or by right of eminent domain, Assignee, at its sole discretion, may terminate this Agreement as of the date of such taking. For purposes of this Section 5(*l*), "substantially all of the Ford Project" shall be deemed to have been taken if the UG and Assignee, each acting reasonably and in good faith, determine that the untaken portion of the Ford Project, including any parking improvements located on the Lot 4A Property, cannot be practically and economically used by Assignee for the purposes and at the times contemplated by this Agreement.

(4) In the event of condemnation of less than the whole or substantially all of the Ford Project during the Term, Assignee, at its sole cost and expense, shall commence and thereafter proceed as promptly as possible

to repair, restore and replace the remaining part of the Ford Project, as nearly as possible, to its former condition, and shall be entitled to draw upon the Casualty Escrow for payment of said costs.

(m) **Section 7.12 – Indemnification.** Assignee shall pay and indemnify and save the UG and its governing body members, directors, officers, employees and agents harmless from and against all loss, liability, damage or expense arising out of the following that occur on or after the Effective Date: (a) the acquisition of the Lot 4A Property; (b) the design, construction and completion of any Improvements by Assignee; (c) the use or occupation of the Ford Project by Assignee or anyone acting by, through or under it; (d) damage or injury, actual or claimed, of whatsoever kind or character occurring to persons or property occurring or allegedly occurring in, on or about the Ford Project; (e) any breach, default or failure to perform by Assignee under this Agreement; and (f) any act by an employee of the UG at the Lot 4A Property which are within or under the control of Assignee or pursued for the benefit of or on behalf of Assignee. Assignee shall also pay and indemnify and save the UG and its governing body members, directors, officers, employees and agents harmless of, from and against, all costs, reasonable counsel fees, expenses and liabilities incurred by them or by Assignee in any action or proceeding brought by reason of any such claim, demand, expense, penalty or fine. If any action or proceeding is brought against the UG or its governing body members, directors, officers, employees or agents by reason of any such claim or demand, Assignee, upon written notice from the UG, covenants to resist and defend such action or proceeding on demand of the UG or its governing body members, directors, officers, employees or agents. Notwithstanding the foregoing, no party benefited by this indemnity shall be indemnified against liability for damage arising out of (i) bodily injury to persons or damage to property caused by the party's own respective willful and malicious acts or omissions or gross negligence; or (ii) the acts or omissions of the UG's agents or employees. The foregoing covenants contained in this Section 5(m) shall be deemed continuing covenants, representations and warranties for the benefit of the UG and any successors and assigns of the UG, and shall survive the termination, satisfaction or release of this Agreement, or any other instrument, but only with respect to liability that arises during the Term.

(n) **Section 7.16 – Power of the UG.** Notwithstanding anything set forth herein to the contrary, no provision contained herein shall in any manner diminish or usurp the inherent rights and powers of the UG to act in its capacity as a public body. Further, nothing herein shall relieve Assignee from complying with all Applicable Laws and Requirements.

(o) **Section 8.5 – Sales Tax Information and Continuing Disclosures.** Subject to the ability to comply with Applicable Laws and Requirements, Assignee shall not take any actions or adopt any practices or procedures which are designed to, or which may or will have the effect of, eliminating, reducing or diverting in any way any sales taxes, use taxes and/or transient guest taxes payable to the UG or the State in connection with sales made or services from, in or on and about the Lot 4A Property. In connection therewith, Assignee recognizes, stipulates and agrees that such sales shall include any private parties, banquets and/or catering conducted by Assignee, excluding special charity and "no charge" events. Assignee agrees that it will itself provide, and that it will use

commercially reasonable efforts, by appropriate agreement, to require all parties holding or operating by, through or under it, or otherwise operating on or from the Lot 4A Property, to provide, to the UG and/or the escrow agent under the Transaction Documents, true and correct copies of all sales tax, use tax and transient guest tax returns filed with the State with respect to sales in, on or from the Lot 4A Property, the same to be provided simultaneously with, or within ten (10) days after such filing. Assignee shall, to the extent allowed by Applicable Laws and Requirements, provide to the UG, the Kansas Department of Revenue and the escrow agent under the Distribution Agreement, the names of all vendors operating in, on or from the Lot 4A Property, their sales tax identification number and their dates of operation. Assignee further understands and agrees that Assignee will be required to execute and deliver Continuing Disclosure Agreements with the dissemination agent named therein in connection with the STAR Bonds, in which Assignee will agree to provide information during the Term of this Agreement about the construction and development of the Ford Project, leases of and sales on the Lot 4A Property, sales and use tax receipts, and comparable matters.

(p) **Section 9.1 – Default Provisions.** Assignee shall be in default under this Agreement if:

(1) Assignee fails to make any of the payments of money required hereunder, and Assignee fails to cure or remedy the same within thirty (30) days after the UG has given Assignee written notice specifying such default; or

(2) Assignee fails to keep or perform any obligation hereunder, and Assignee fails to remedy the same within sixty (60) days after the UG has given Assignee written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by Assignee within such period and diligently pursued until the default is corrected; or

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

(4) Assignee breaches the representations and warranties set forth in this Agreement and fails to cure or correct same within thirty (30) days of notice from the UG.

In the event of the violation or breach of any provision of this Agreement and the continuation of such failure beyond any cure period provided herein, the UG shall have the right, but no obligation, to enter upon the Lot 4A Property and to abate the violation or breach in accordance with the provisions of Section 12.2 of the ECCR. In addition, the UG shall also have the lien right set forth in Section 12.4 of the ECCR to secure any amounts payable to the UG.

In the event of any default, the UG may take such actions, or pursue such remedies, as exist hereunder, or at law or in equity, and Assignee covenants to pay and to indemnify the UG against all reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of the UG in connection with the enforcement of such actions or remedies.

(q) **Section 9.2 – Rights and Remedies.** The rights and remedies reserved by the UG hereunder and those provided by law shall be construed as cumulative and continuing rights, no one of which shall be exhausted by the exercise of any one or more of such rights or remedies on any one or more occasions. If a default by Assignee occurs under this Agreement and is continuing, the UG may take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance by Assignee of any provision of this Agreement; provided, however, that Assignee's liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall Assignee be liable for any remote or consequential damages. The UG shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions hereunder, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. Failure by the UG to enforce any such rights shall not be deemed a waiver thereof.

(r) **Section 10.1 – Waiver of Breach.** No waiver of any breach of any obligation hereunder shall operate as a waiver of any subsequent breach of the same obligation or as a waiver of any breach of any other obligation, and in case of a breach, the UG may nevertheless accept from Assignee any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

(s) **Section 10.2 – Force Majeure.** In the event Assignee shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, failure of power or other insufficient utility service, riots, insurrection, environmental remediation required by the appropriate Government Authorities, discovery of cultural, archeological or paleontological resources or endangered species, any lawsuit seeking to restrain, enjoin, challenge or delay construction, failure of the UG to timely approve the Plans and Specifications, the Construction

Documents, war, terrorism or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 5(s) shall not be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations hereunder because of a lack of funds.

(t) **Section 10.3(a) – Representations and Warranties of Assignee.** Assignee hereby represents and warrants to the UG as follows:

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

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

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

(iv) No Consents. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authorities or regulatory body or third party is required for the due execution and delivery by Assignee of this Agreement. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authorities or regulatory body or third party is required for the performance by Assignee of this Agreement or the consummation of the transactions contemplated hereby except for zoning, building and other customary permits to be obtained from the UG or other Government Authorities.

(v) Valid and Binding Obligation. This Agreement is the legal, valid and binding obligation of Assignee, enforceable against Assignee in accordance with the terms hereof.

(u) **Section 10.4 – Amendments.** This Agreement may be amended, changed or modified only by a written agreement duly executed by the UG and Assignee.

(v) **Section 10.5 – Construction and Enforcement.** This Agreement shall be construed and enforced in accordance with the laws of the State.

(w) **Section 10.6 – Invalidity of Any Provisions.** If for any reason any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

(x) **Section 10.7 – Headings.** The section, subsection, and other headings shall not be treated as a part of this Agreement or as affecting the true meaning of the provisions hereof.

(y) **Section 10.8 – Execution of Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(z) **Section 10.9 – Time.** Time is of the essence in this Agreement.

(aa) **Section 10.10 – Consents and Approvals.** Wherever in this Agreement it is provided that the UG shall, may or must give its approval or consent, the UG shall not, unless specifically herein provided otherwise, unreasonably withhold, condition, delay or refuse to give such approvals or consents. It is agreed, however, that the sole right and remedy for Assignee concerning the UG's reasonableness will be action for declaratory judgment and/or specific performance, and in no event shall Assignee be entitled to claim damages of any type or nature in any such action.

(bb) **Section 10.11 – Notices.** All notices required or desired to be given hereunder shall be in writing and all such notices and other written documents required or desired to be given hereunder shall be deemed duly served and delivered for all purposes if (i) delivered by nationally recognized overnight delivery service; (ii) facsimile (with follow up within one (1) business day by United States Mail); or (iii) delivered in person, in each case if addressed to the Parties set forth below:

To the UG at:

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

with a copy to:

Chief Counsel
The Unified Government of Wyandotte County/Kansas City, Kansas

701 N. 7th Street, Suite 961
Kansas City, Kansas 66101
Telephone: 913-573-5060
Facsimile: 913-573-5243

and a copy to:

Douglas G. Bach
County Administrator
The Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street, Suite 945
Kansas City, Kansas 66101
Telephone: 913-573-5030
Facsimile: 913-573-5540

and a copy to:

Todd A. LaSala
Stinson LLP
1201 Walnut Street, Suite 2900
Kansas City, Missouri 64106
Telephone: 816-842-8600
Facsimile: 816-691-3495

and a copy to:

The STAR Bond Trustee

and a copy to:

Gina Riekhof
Gilmore & Bell, P.C.
2405 Grand Blvd, Suite 1100
Kansas City, Missouri 64108-2521
Telephone: 816-221-1000
Facsimile: 816-221-1018

To SVV at:

Gary Henry
381 East Austin Street
New Braunfels, Texas 78130
Telephone: 830-625-2351
Facsimile: 830-625-3541

with a copy to:

Curtis J. Petersen
Polsinelli
6201 College Boulevard, Suite 500
Overland Park, Kansas 66211
Telephone: 913-234-7458
Facsimile: 913-273-1046

To Assignee at:

Eric Gentry
PREMIER AUTOMOTIVE OF BONNER SPRINGS KS, LLC
c/o PREMIER AUTOMOTIVE GROUP
1800 North 100th Terrace, Kansas City, Kansas 66111
Telephone: 913-422-2045
Facsimile: 913-334-2700

with a copy to:

Richard J. Ritchie
13040 I-10 Service Road
New Orleans, Louisiana 70128
Telephone: 504-940-1578

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

(cc) **Section 10.12 – Real Estate Commissions.** Assignee hereby agrees to indemnify and hold harmless the UG from and against any and all, losses, liens, claims, judgments, liabilities, reasonable costs, expenses or damages (including reasonable attorneys' fees and court costs) of any kind or character (i) arising out of or resulting from any duty or responsibility to pay any commission or make any other payment by Assignee, or (ii) arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by Assignee or on its behalf with any other broker, agent or finder in connection with this Agreement or the transactions contemplated hereby.

(dd) **Section 10.14 – Run with the Land.** The provisions of this Agreement shall be binding on the UG and Assignee (but only while Assignee owns the Lot 4A Property), and any subsequent owner of the Lot 4A Property (but only during such subsequent owner's ownership of the Lot 4A Property). Accordingly, any reference herein to "Assignee" shall, following conveyance of the Lot 4A Property to another party, refer exclusively to such other party.

(ee) **Section 10.15 – Tax Implications.** SVV and Assignee acknowledge and agree that: (a) neither the UG nor any of its officials, employees, consultants, attorneys or other agents has provided to SVV or Assignee any advice regarding the federal or state

income tax implications or consequences of this Agreement, and the transactions contemplated hereby: and (b) SVV and Assignee are relying solely upon their own tax advisors in this regard.

6. Definitions. Any capitalized term used herein that is not specifically defined herein shall have the meaning provided in the Development Agreement.

[Remainder of page intentionally left blank. Signature pages immediately follow.]

DB03/0501343.0077/10382276.2

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

ASSIGNEE:

**PREMIER AUTOMOTIVE OF BONNER
SPRINGS KS, LLC**, a Kansas limited liability
company

By: _____
Printed Name: _____
Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2019, by
_____ as _____ of PREMIER AUTOMOTIVE OF
BONNER SPRINGS KS, LLC, a Kansas limited company.

Notary Public
Printed Name: _____

My commission expires:

LIST OF EXHIBITS

- | | |
|-----------|-------------------------------------|
| Exhibit A | Project Site – Legal Description |
| Exhibit B | Lot 4A Property – Legal Description |
| Exhibit C | Minimum Insurance Requirements |

EXHIBIT A

PROJECT SITE – LEGAL DESCRIPTION

Project Area 1

Part of Lot 3, Schlitterbahn Vacation Village, a subdivision in Kansas City, Wyandotte County, Kansas, along with a portion of unplatted land, all being in the Southeast Quarter of Section 1, Township 11 South, Range 23 East, being more particularly described as follows:

BEGINNING at the Northwest corner of the Southeast Quarter of said Section 1, Township 11 South, Range 23 East; thence North 87 degrees 30 minutes 09 seconds East, along the North line of said Southeast Quarter, a distance of 1,003.58 feet; thence South 00 degrees 00 minutes 00 seconds East, departing the North line of said Southeast Quarter, a distance of 685.13 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 696.01 feet; thence South 69 degrees 44 minutes 32 seconds East, a distance of 730.33 feet, to a point on the Easterly line of said Lot 3; thence North 87 degrees 45 minutes 28 seconds, along the Easterly line of said Lot 3, a distance of 272.37 feet, to a point on the West Right-of-Way line of N. 94th Street, as now established; thence South 02 degrees 14 minutes 32 seconds East, continuing along the Easterly line of said Lot 3, and along the West Right-of-Way line of said N. 94th Street, a distance of 910.24 feet; thence South 87 degrees 45 minutes 28 seconds West, continuing along the Easterly line of said Lot 3, and along the West Right-of-Way line of said N. 94th Street, a distance of 15.00 feet; thence South 02 degrees 14 minutes 32 seconds East, continuing along the Easterly line of said Lot 3, and along the West Right-of-Way line of said N. 94th Street, a distance of 645.04 feet to the point of intersection of the West Right-of-Way line said N. 94th Street and the North Right-of-Way line of State Avenue, as now established; thence South 53 degrees 02 minutes 04 seconds West, continuing along the Easterly line of said Lot 3, and along the North Right-of-Way line of said State Avenue, a distance of 61.51 feet; thence South 87 degrees 42 minutes 57 seconds West, along the South line of said Lot 3 and along the North Right-of-Way line of said State Avenue, a distance of 881.99 feet; thence North 64 degrees 52 minutes 17 seconds West, continuing along the South line of said Lot 3 and along the North Right-of-Way line of said State Avenue, a distance of 13.73 feet; thence in a Westerly direction, departing the South line of said Lot 3, and continuing along the North Right-of-Way line of said State Avenue, to a point of intersection of the South Right-of-Way line of said State Avenue and the South line of said Lot 3; thence South 87 degrees 42 minutes 57 seconds West, along the South line of said Lot 3 and continuing along the North Right-of-Way line of said State Avenue, a distance of 61.75 feet, to the point of intersection of the North Right-of-Way line of said State Avenue and the Northeasterly Right-of-Way line of N. 98th Street, as now established; thence North 02 degrees 18 minutes 50 seconds West, departing the North Right-of-Way line of said State Avenue and along the Northeasterly Right-of-Way line of said N. 98th Street and continuing along the Southerly line of said Lot 3, a distance of 65.74 feet, to a point of curvature; thence Northerly, Northwesterly and Westerly, continuing along the Northeasterly Right-of-Way line of said N. 98th Street and along the Southerly line of said Lot 3 and along a curve to the left, having a radius of 575.00 feet and a central angle of 96 degrees 39 minutes 25 seconds, an arc length of 970.01 feet; thence North 00 degrees 00 minutes 00 seconds East, departing the Northeasterly Right-of-Way line of said N. 98th Street and the Southerly line of said Lot 3, a distance of 681.26 feet; thence North 78 degrees 38 minutes 12 seconds West, a distance of 570.99 feet, to a point on the West line of the Southeast Quarter of said Section 1; thence North

02 degrees 20 minutes 41 seconds West, along the West line of the Southeast Quarter of said Section 1, a distance of 1,102.14 feet to the POINT OF BEGINNING.

Project Area 2A

File No. 014-0347
Schlitterbahn
April 15, 2015

Project Area 2A Description:

All of Lots 1, 3, 4-A, 4-B & 7, along with part of Tracts A & B and Lots 5, & 6, Legends Auto Plaza, a subdivision in Kansas City, Wyandotte County, Kansas, being more particularly described as follows:

Tract 1:

All of Lots 1, 4-A & 4-B of said Legends Auto Plaza.

AND ALSO:

Tract 2:

BEGINNING at the Northeast corner of said Lot 3, said point also being the point of intersection of the South Right-of-Way line of Parallel Parkway and the West Right-of-Way line of N. 98th Street, as established with said Legends Auto Plaza; thence Southerly, along the East line of Lot 3, Tract B, and Lot 6, and along the West Right-of-Way line of said N. 98th Street, and along a curve to the left, whose initial tangent bearing of South 02 degrees 13 minutes 58 seconds East, having a radius of 5,804.58 feet and through a central angle of 05 degrees 58 minutes 07 seconds, an arc length of 604.68 feet; thence South 81 degrees 30 minutes 09 seconds West, departing the East line of said Lot 6 and the West Right-of-Way line of said N. 98th Street, a distance of 0.08 feet, to a point of curvature; thence Westerly, along a curve to the right, having a radius of 220.00 feet and through a central angle of 17 degrees 18 minutes 38 seconds, an arc length of 66.47 feet, to a point of tangency; thence North 81 degrees 11 minutes 14 seconds West, a distance of 138.78 feet, to a point of curvature; thence Westerly, along a curve to the left, having a radius of 280.00 feet and through a central angle of 17 degrees 48 minutes 27 seconds, an arc length of 87.02 feet, to a point on the Southerly prolongation of the West line of said Lot 3; thence North 00 degrees 00 minutes 50 seconds West, along the West line of said Lot 3 and its Southerly prolongation, a distance of 576.20 feet, to the Northwest corner of said Lot 3, said point also being on the South Right-of-Way line of said Parallel Parkway; thence North 89 degrees 14 minutes 17 seconds East, along the North line of said Lot 3 and along the South Right-of-Way line of said Parallel Parkway, a distance of 175.43 feet; thence North 88 degrees 01 minutes 07 seconds East, continuing along the North line of said Lot 3 and the South Right-of-Way line of said Parallel Parkway, a distance of 59.91 feet, to the POINT OF BEGINNING.

AND ALSO:

Tract 3:

BEGINNING at the Southwest corner of said Lot 5, said point also being on the Easterly line of said Tract B; thence North 00 degrees 00 minutes 50 seconds West, along the West line of said Lot 5 and along the Easterly line of said Tract B, a distance of 559.99 feet, to a point of

curvature; thence Northerly, Northeasterly and Easterly, continuing along the West line and along the North line of said Lot 5, and continuing along the Easterly line and along the Southerly line of said Tract B, and along a curve to the right, having a radius of 15.00 feet and through a central angle of 90 degrees 01 minutes 50 seconds, an arc length of 23.57 feet, to a point of tangency; thence South 89 degrees 59 minutes 00 seconds East, continuing along the North line of said Lot 5 and along the Southerly line of said Tract B, a distance of 79.87 feet, to a point of curvature; thence Easterly and Northeasterly, continuing along the North line of said Lot 5 and along the Southerly line of said Tract B, and along a curve to the left, having a radius of 330.00 feet and through a central angle of 23 degrees 15 minutes 39 second, an arc length of 133.97 feet, to a point of tangency; thence North 66 degrees 45 minutes 21 seconds East, continuing along the North line of said Lot 5 and along the Southerly line of said Tract B, and their Easterly prolongation, a distance of 256.87 feet, to a point of curvature; thence Northeasterly, Easterly and Southeasterly, along a curve to the right, having a radius of 185.00 feet and through a central angle of 38 degrees 46 minutes 48 seconds, an arc length of 125.22 feet, to a point of reverse curvature; thence Southeasterly and Easterly, along a curve to the left, having a radius of 515.00 and through a central angle of 06 degrees 50 minutes 11 seconds, an arc length of 61.45 feet, to a point of tangency; thence South 81 degrees 18 minutes 03 seconds East, a distance of 74.97 feet, to a point of curvature; thence Easterly, along a curve to the left, having a radius of 290.00 feet and through a central angle of 17 degrees 11 minutes 48 seconds, an arc length of 87.04 feet, to a point of tangency; thence North 81 degrees 30 minutes 09 seconds East, a distance of 0.14 feet, to a point on the East line of said Lot 6, said point also being on the West Right-of-Way line of said N. 98th Street, said point also being on a non-tangent curve; thence Southerly and Southeasterly, along the East line of Lots 6 and 7 and the Easterly line of said Tract B, and along a curve to the left, whose initial tangent bearing is South 08 degrees 53 minutes 33 seconds East, having a radius of 5,804.58 feet and through a central angle of 04 degrees 46 minutes 23 seconds, an arc length of 483.54 feet, to the Northeasterly corner of said Tract A; thence South 76 degrees 23 minutes 16 seconds West, departing the West Right-of-Way line of said N. 98th Street, a distance of 60.00 feet; thence North 82 degrees 31 minutes 36 seconds West, a distance of 330.64 feet; thence South 89 degrees 59 minutes 10 seconds West, a distance of 184.56 feet; thence South 00 degrees 01 minutes 03 seconds West, a distance of 241.90 feet, to a point on the South line of said Lot 5, said point also being on the North line of Lot 9 of said Legends Auto Plaza; thence North 89 degrees 58 minutes 57 seconds West, along the South line of said Lot 5 and along the North line of said Lot 9 a distance of 328.41 feet, to the POINT OF BEGINNING.



Project Area 2B

Part of Tract A, Lot Line Adjustment Survey, Lots 1 & 2, Schlitterbahn Vacation Village; All of Tract B, and all of that part of France Family Drive, State Avenue and N. 98th Street Right-of-Ways as established within Schlitterbahn Vacation Village, a subdivision in Kansas City, Wyandotte County, Kansas; All of Legends Auto Plaza, a subdivision in Kansas City, Wyandotte County, Kansas; along with a portion of unplatted land, lying in Section 1, Township 11 South, Range 23 East, and Section 12, Township 11 South, Range 23 East, all being more particularly described as follows:

BEGINNING at the Northeast corner of the Southwest Quarter of said Section 1, Township 11 South, Range 23 East; thence South 02 degrees 20 minutes 41 seconds East, along the East line of said Southwest Quarter, a distance of 49.99 feet, to a point on the South Right-of-Way line of France Family Drive, as now established; thence South 87 degrees 20 minutes 51 seconds West, along the South Right-of-Way line of said France Family Drive, a distance of 281.92 feet, to a point on a non-tangent curve; thence Southwesterly, departing the South Right-of-Way line of said France Family Drive, and along the Northeasterly prolongation of the Northerly line of Tract B of said Lot Line Adjustment Survey, and along a curve to the right, whose initial tangent bearing is South 44 degrees 08 minutes 09 seconds West, having a radius of 650.00 feet, and a central angle of 28 degrees 36 minutes 27 seconds, an arc length of 324.54 feet, to a point of tangency; thence South 72 degrees 44 minutes 36 seconds West, continuing along the Northerly line of said Tract B, a distance of 346.32 feet, to a point of curvature; thence Southwesterly, Southerly and Southeasterly, continuing along the Northerly line and along the Westerly line of said Tract B, and along a curve to the left, having a radius of 500.00 feet and a central angle of 92 degrees 50 minutes 42 seconds, an arc length of 810.22 feet, to a point on the Northeasterly Right-of-Way line of N. 98th Street, as now established, said point also being on the Westerly line of said Tract B, said point also being a point of tangency; thence South 20 degrees 06 minutes 06 seconds East, along the Northeasterly Right-of-Way line of said N. 98th Street and along the Westerly line of said Tract B, and along the Westerly Line of Tract A of said Lot Line Adjustment Survey, a distance of 253.32 feet, to a point of curvature; thence Southeasterly, continuing along the Northeasterly Right-of-Way line of said N. 98th Street and along the Westerly line of Tract A, of said Lot Line Adjustment Survey, and along a curve to the left, having a radius of 725.00 feet and a central angle of 27 degrees 18 minutes 33 seconds, an arc length of 345.56 feet, to a point of tangency; thence South 47 degrees 24 minutes 39 seconds East, continuing along the Northeasterly Right-of-Way line of said N. 98th Street and along the Westerly and Southerly line of Tract A, of said Lot Line Adjustment Survey, a distance of 624.55 feet, to a point of curvature; thence Southeasterly, Easterly and Northeasterly, continuing along the Northeasterly Right-of-Way line of said N. 98th Street and along the Southerly line of Tract A, of said Lot Line Adjustment Survey, and along a curve to the left, having a radius of 675.00 feet and a central angle of 76 degrees 58 minutes 27 seconds, an arc length of 906.83 feet, to a point of reverse curvature; thence Northeasterly, Easterly, Southeasterly and Southerly, continuing along the Northeasterly Right-of-Way line of said N. 98th Street and along the Southerly line of Tract A, of said Lot Line Adjustment Survey, and along a curve to the right, having a radius of 575.00 feet and a central angle of 122 degrees 03 minutes 50 seconds, an arc length of 1,224.99 feet, to a point of tangency; thence South 02 degrees 19 minutes 17 seconds East, continuing along the Northeasterly Right-of-Way line of said N. 98th Street and along the Southerly line of Tract A, of said Lot Line Adjustment Survey, a distance of 65.73 feet, to the point of intersection of the Northeasterly Right-of-Way line of said N. 98th Street

and the North Right-of-Way line of State Avenue, as now established; thence North 87 degrees 42 minutes 57 seconds East, continuing along the Southerly line of Tract A, of said Lot Line Adjustment Survey, and along the North Right-of-Way line of said State Avenue, a distance of 61.74 feet, to the point of intersection of the North Right-of-Way line of said State Avenue and the Southerly line of Tract A, of said Lot Line Adjustment Survey, lying on the West side of an unplatted piece of land; thence Southerly, departing the Southerly line of Tract A, of said Lot Line Adjustment Survey, and continuing along the North Right-of-Way line of said State Avenue; thence Easterly, continuing along the North Right-of-Way line of said State Avenue, to the point of intersection of the North Right-of-Way line of said State Avenue and the Southerly line of Tract A, of said Lot Line Adjustment Survey, lying on the East side of an unplatted piece of land; thence South 64 degrees 52 minutes 17 seconds East, continuing along the North Right-of-Way line of said State Avenue and the Southerly line of Tract A, of said Lot Line Adjustment Survey, a distance of 13.73 feet; thence North 87 degrees 42 minutes 57 seconds East, continuing along the North Right-of-Way line of said State Avenue and the Southerly line of Tract A, of said Lot Line Adjustment Survey, a distance of 881.99 feet; thence North 53 degrees 02 minutes 04 seconds East, continuing along the North Right-of-Way line of said State Avenue and the Southerly line of Tract A, of said Lot Line Adjustment Survey, a distance of 61.51 feet, to the point of intersection of the North Right-of-Way line of said State Avenue and the West Right-of-Way line of N. 94th Street, as now established; thence Southerly, departing the North Right-of-Way line of said State Avenue, to the point of intersection of the West Right-of-Way line of said N. 94th Street and the South Right-of-Way line of said State Avenue; thence Westerly, along the South Right-of-Way line of said State Avenue to the point of intersection of the South Right-of-Way line of said State Avenue and the Easterly Right-of-Way line of Interstate Highway No. 435, as now established; thence Northerly, departing the South Right-of-Way line of said State Avenue and along the Easterly Right-of-Way line of said Interstate Highway No. 435 to the point of intersection of the Easterly Right-of-Way line of said Interstate Highway No. 435 and the North Right-of-Way line of said State Avenue, said point also being the Southwesterly corner of Tract A of said Schlitterbahn Vacation Village; thence South 86 degrees 36 minutes 43 seconds East, along the North Right-of-Way line of said State Avenue and the South line of said Tract A, a distance of 246.20 feet; thence South 77 degrees 39 minutes 21 seconds East, continuing along the North Right-of-Way line of said State Avenue and the South line of said Tract A, a distance of 92.23 feet; thence North 87 degrees 42 minutes 57 seconds East, continuing along the North Right-of-Way line of said State Avenue and the South line of said Tract A, and along the South line of Lot 3 of said Schlitterbahn Vacation Village, a distance of 925.88 feet to a point of curvature, said point also being the point of intersection of the North Right-of-Way line of said State Avenue and the Southwesterly Right-of-Way line of said N. 98th Street; thence Northeasterly, Northerly and Northwesterly, departing the North Right-of-Way line of said State Avenue, and along the Southwesterly Right-of-Way line of said N. 98th Street, and along the Easterly and Northeasterly line of said Lot 3, and along a curve to the left, having a radius of 182.00 feet and a central angle of 118 degrees 41 minutes 03 seconds, an arc length of 377.00 feet, to a point of compound curvature; thence Northwesterly, Westerly and Southwesterly, continuing along the Southwesterly Right-of-Way line of said N. 98th Street and along the Easterly and Northerly line of said Lot 3, and along a curve to the left, having a radius of 425.00 feet and a central angle of 93 degrees 25 minutes 01 seconds, an arc length of 692.93 feet, to a point of reverse curvature; thence Southwesterly, Westerly and Northwesterly, continuing along the Southwesterly Right-of-Way line of said N. 98th Street and the Northerly line of said Lot 3 and along the Northerly line of said

Tract A, and along a curve to the right, having a radius of 825.00 feet and a central angle of 76 degrees 58 minutes 28 seconds, an arc length of 1,108.35 feet, to a point of tangency; thence North 47 degrees 24 minutes 39 seconds West, continuing along the Southwesterly Right-of-Way line of said N. 98th Street and the Northerly line of said Tract A, a distance of 29.19 feet, to the Southeast corner of Tract B of said Schlitterbahn Vacation Village; thence South 42 degrees 35 minutes 21 seconds West, departing the Southwesterly Right-of-Way line of said N. 98th Street, along the Southeasterly line of said Tract B, and continuing along the Northerly line of said Tract A, a distance of 25.00 feet, to a point on the Easterly Right-of-Way line of said Interstate Highway No. 435, said point also being on the Westerly line of said Tract B; thence North 47 degrees 24 minutes 39 seconds West, along the Easterly Right-of-Way line of said Interstate Highway No. 435 and the Westerly line of said Tract B, a distance of 814.00 feet; thence North 20 degrees 07 minutes 39 seconds West, continuing along the Easterly Right-of-Way line of said Interstate Highway No. 435 and the Westerly line of said Tract B, a distance of 1,498.22 feet to a point on the South line of the Northwest Quarter of said Section 1, said point also being the Southwest corner of said Legends Auto Plaza; thence North 15 degrees 56 minutes 18 seconds West, continuing along the Easterly Right-of-Way line of said Interstate Highway No. 435 and along the West line of said Legends Auto Plaza, a distance of 938.56 feet; thence North 13 degrees 58 minutes 29 seconds East, continuing along the Easterly Right-of-Way line of said Interstate Highway No. 435, and along the West line of said Legends Auto Plaza, a distance of 568.70 feet; thence North 74 degrees 54 minutes 27 seconds West, departing the Easterly Right-of-Way line of said Interstate Highway No. 435 and the West line of said Legends Auto Plaza, a distance of 130.08 feet; thence North 01 degrees 35 minutes 51 seconds West, a distance of 255.72 feet to the Westerly prolongation of the South Right-of-Way line of Parallel Parkway, as now established; thence North 88 degrees 01 minutes 07 seconds East, along the Westerly prolongation of the South Right-of-Way line of said Parallel Parkway, a distance of 370.61 feet, to the point of intersection of the Easterly Right-of-Way line of said Interstate Highway No. 435 and the South Right-of-Way line of said Parallel Parkway, said point also being the Northwest corner of said Legends Auto Plaza; thence North 88 degrees 01 minutes 07 seconds East, along the South Right-of-Way line of said Parallel Parkway, and along the North line of said Legends Auto Plaza, a distance of 150.00 feet; thence South 01 degrees 58 minutes 53 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway, and along the North line of said Legends Auto Plaza, a distance of 10.00 feet; thence North 88 degrees 01 minutes 07 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway, and along the North line of said Legends Auto Plaza, a distance of 140.02 feet; thence North 54 degrees 20 minutes 07 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway and along the North line of said Legends Auto Plaza, and their Northeasterly prolongation, a distance of 72.12 feet; thence North 88 degrees 01 minutes 07 seconds East, a distance of 61.99 feet; thence South 02 degrees 22 minutes 58 seconds East, a distance of 10.00 feet, to a point on the Westerly prolongation of the South Right-of-Way line of said Parallel Parkway and of the North line of said Legends Auto Plaza; thence North 88 degrees 01 minutes 07 seconds East, along said Westerly prolongation and along the South Right-of-Way line of said Parallel Parkway, and along the North line of said Legends Auto Plaza, a distance of 451.28 feet; thence North 89 degrees 11 minutes 40 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway and along the North line of said Legends Auto Plaza, a distance of 243.64 feet; thence North 88 degrees 01 minutes 07 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway, and along the North line of said Legends Auto Plaza, a distance of 84.91 feet; thence North 82 degrees 59 minutes 09 seconds East,

continuing along the South Right-of-Way line of said Parallel Parkway, a distance of 170.99 feet, to a point on the North line of Tract A of said Lot Line Adjustment Survey; thence North 88 degrees 01 minutes 07 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway and along the North line of Tract A of said Lot Line Adjustment Survey, a distance of 173.97 feet; thence North 88 degrees 00 minutes 23 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway and the North line of Tract A of said Lot Line Adjustment Survey, a distance of 183.19 feet; thence South 00 degrees 55 minutes 56 seconds East, departing the South Right-of-Way line of said State Avenue and the North line of Tract A of said Lot Line Adjustment Survey, a distance of 582.69 feet; thence South 89 degrees 01 minutes 58 seconds West, a distance of 148.05 feet; thence North 29 degrees 19 minutes 48 seconds West, a distance of 62.94 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 190.36 feet, to a point on a non-tangent curve; thence Southerly, along a curve to the left, whose initial tangent bearing is South 07 degrees 20 minutes 18 seconds East, having a radius of 5,654.58 feet, and a central angle of 06 degrees 19 minutes 32 seconds, an arc length of 624.28 feet, to a point on a non-tangent line; thence North 89 degrees 03 minutes 39 seconds East, a distance of 264.66 feet; thence South 01 degrees 01 minutes 01 seconds East, a distance of 295.50 feet; thence South 89 degrees 01 minutes 58 seconds West, a distance of 195.18 feet, to a point on a non-tangent curve; thence Southerly, along a curve to the right, whose initial tangent bearing is South 13 degrees 19 minutes 19 seconds East, having a radius of 5,804.58 feet and a central angle of 02 degrees 43 minutes 40 seconds, an arc length of 276.34 feet, to a point on a non-tangent line, said point also being on the East line of the Northwest Quarter of said Section 1; thence South 02 degrees 19 minutes 21 seconds East, along the East line of said Northwest Quarter, a distance of 57.88 feet, to the POINT OF BEGINNING.

EXCEPTING therefrom, all of the following described tracts;

All of Lots 1, 3, 4-A, 4-B & 7, along with part of Tracts A & B and Lots 5, & 6, Legends Auto Plaza, a subdivision in Kansas City, Wyandotte County, Kansas, being more particularly described as follows:

Tract 1:

All of Lots 1, 4-A & 4-B of said Legends Auto Plaza.

AND ALSO:

Tract 2:

BEGINNING at the Northeast corner of said Lot 3, said point also being the point of intersection of the South Right-of-Way line of Parallel Parkway and the West Right-of-Way line of N. 98th Street, as established with said Legends Auto Plaza; thence Southerly, along the East line of Lot 3, Tract B, and Lot 6, and along the West Right-of-Way line of said N. 98th Street, and along a curve to the left, whose initial tangent bearing of South 02 degrees 13 minutes 58 seconds East, having a radius of 5,804.58 feet and through a central angle of 05 degrees 58 minutes 07 seconds, an arc length of 604.68 feet; thence South 81 degrees 30 minutes 09 seconds West, departing the East line of said Lot 6 and the West Right-of-Way line of said N. 98th Street, a distance of 0.08 feet, to a point of curvature; thence Westerly, along a curve to the right, having a radius of 220.00 feet and through a central angle of 17 degrees 18 minutes 38 seconds, an arc length of 66.47 feet, to a point of tangency; thence North 81 degrees 11 minutes 14 seconds West, a distance of 138.78

feet, to a point of curvature; thence Westerly, along a curve to the left, having a radius of 280.00 feet and through a central angle of 17 degrees 48 minutes 27 seconds, an arc length of 87.02 feet, to a point on the Southerly prolongation of the West line of said Lot 3; thence North 00 degrees 00 minutes 50 seconds West, along the West line of said Lot 3 and its Southerly prolongation, a distance of 576.20 feet, to the Northwest corner of said Lot 3, said point also being on the South Right-of-Way line of said Parallel Parkway; thence North 89 degrees 14 minutes 17 seconds East, along the North line of said Lot 3 and along the South Right-of-Way line of said Parallel Parkway, a distance of 175.43 feet; thence North 88 degrees 01 minutes 07 seconds East, continuing along the North line of said Lot 3 and the South Right-of-Way line of said Parallel Parkway, a distance of 59.91 feet, to the POINT OF BEGINNING.

AND ALSO:

Tract 3:

BEGINNING at the Southwest corner of said Lot 5, said point also being on the Easterly line of said Tract B; thence North 00 degrees 00 minutes 50 seconds West, along the West line of said Lot 5 and along the Easterly line of said Tract B, a distance of 559.99 feet, to a point of curvature; thence Northerly, Northeasterly and Easterly, continuing along the West line and along the North line of said Lot 5, and continuing along the Easterly line and along the Southerly line of said Tract B, and along a curve to the right, having a radius of 15.00 feet and through a central angle of 90 degrees 01 minutes 50 seconds, an arc length of 23.57 feet, to a point of tangency; thence South 89 degrees 59 minutes 00 seconds East, continuing along the North line of said Lot 5 and along the Southerly line of said Tract B, a distance of 79.87 feet, to a point of curvature; thence Easterly and Northeasterly, continuing along the North line of said Lot 5 and along the Southerly line of said Tract B, and along a curve to the left, having a radius of 330.00 feet and through a central angle of 23 degrees 15 minutes 39 second, an arc length of 133.97 feet, to a point of tangency; thence North 66 degrees 45 minutes 21 seconds East, continuing along the North line of said Lot 5 and along the Southerly line of said Tract B, and their Easterly prolongation, a distance of 256.87 feet, to a point of curvature; thence Northeasterly, Easterly and Southeasterly, along a curve to the right, having a radius of 185.00 feet and through a central angle of 38 degrees 46 minutes 48 seconds, an arc length of 125.22 feet, to a point of reverse curvature; thence Southeasterly and Easterly, along a curve to the left, having a radius of 515.00 and through a central angle of 06 degrees 50 minutes 11 seconds, an arc length of 61.45 feet, to a point of tangency; thence South 81 degrees 18 minutes 03 seconds East, a distance of 74.97 feet, to a point of curvature; thence Easterly, along a curve to the left, having a radius of 290.00 feet and through a central angle of 17 degrees 11 minutes 48 seconds, an arc length of 87.04 feet, to a point of tangency; thence North 81 degrees 30 minutes 09 seconds East, a distance of 0.14 feet, to a point on the East line of said Lot 6, said point also being on the West Right-of-Way line of said N. 98th Street, said point also being on a non-tangent curve; thence Southerly and Southeasterly, along the East line of Lots 6 and 7 and the Easterly line of said Tract B, and along a curve to the left, whose initial tangent bearing is South 08 degrees 53 minutes 33 seconds East, having a radius of 5,804.58 feet and through a central angle of 04 degrees 46 minutes 23 seconds, an arc length of 483.54 feet, to the Northeasterly corner of said Tract A; thence South 76 degrees 23 minutes 16 seconds West, departing the West Right-of-Way line of said N. 98th Street, a distance of 60.00 feet; thence North 82 degrees 31 minutes 36 seconds West, a distance of 330.64 feet; thence South 89 degrees 59 minutes 10 seconds West, a distance of 184.56 feet; thence South 00 degrees 01 minutes 03 seconds West, a distance of 241.90 feet, to a point on the South line of said Lot 5, said point also

being on the North line of Lot 9 of said Legends Auto Plaza; thence North 89 degrees 58 minutes 57 seconds West, along the South line of said Lot 5 and along the North line of said Lot 9 a distance of 328.41 feet, to the POINT OF BEGINNING.

Project Area 3

Part of Lots 1 and 2, and all of Lot 3 and Tract A, Schlitterbahn Vacation Village, a subdivision in Kansas City, Wyandotte County, Kansas; being in Section 1, Township 11 South, Range 23 East, being more particularly described as follows:

COMMENCING at the Northeast corner of the Southwest Quarter of said Section 1, Township 11 South, Range 23 East; thence South 02 degrees 20 minutes 41 seconds East, along the East line of said Southwest Quarter, a distance of 49.99 feet, to the POINT OF BEGINNING; thence South 02 degrees 20 minutes 41 seconds East, continuing along the East line of said Southwest Quarter, a distance of 1,052.15 feet; thence South 78 degrees 38 minutes 12 seconds East, departing the East line of said Southwest Quarter, a distance of 570.99 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 681.26 feet, to a point on a non-tangent curve, said point also being on the Southerly line of said Lot 3, said point also being on the Northeasterly Right-of-Way line of N. 98th Street, as now established; thence Southwesterly, along the Southerly line of said Lot 3 and the Northeasterly Right-of-Way line of said N. 98th Street, and along a curve to the left, whose initial tangent bearing is South 81 degrees 01 minutes 18 seconds West, having a radius of 575.00 feet, and a central angle of 25 degrees 24 minutes 25 seconds, an arc length of 254.98 feet, to a point of reverse curvature; thence Southwesterly, Westerly and Northwesterly, continuing along the Southerly line of said Lot 3 and the Northeasterly Right-of-Way line of said N. 98th Street, and along a curve to the right, having a radius of 675.00 feet and a central angle of 76 degrees 58 minutes 27 seconds, an arc length of 906.83 feet, to a point of tangency, said point hereinafter referred to as Point "A"; thence North 47 degrees 24 minutes 39 seconds West, continuing along the Southerly line of said Lot 3 and the Northeasterly Right-of-Way line of said N. 98th Street, and along the Southwesterly line of said Lot 3, a distance of 624.55 feet, to a point of curvature; thence Northwesterly, continuing along the Southwesterly line of said Lot 3 and the Northeasterly Right-of-Way line of said N. 98th Street, and along a curve to the right, having a radius of 725.00 feet and a central angle of 27 degrees 18 minutes 33 seconds, an arc length of 345.56 feet, to a point of tangency; thence North 20 degrees 06 minutes 06 seconds West, continuing along the Southwesterly line of said Lot 3 and the Northeasterly Right-of-Way line of said N. 98th Street, a distance of 253.32 feet, to a point of curvature; thence Northwesterly, Northerly and Northeasterly, departing the Southwesterly line of said Lot 3 and the Northeasterly Right-of-Way line of said N. 98th Street, and along a curve to the right, having a radius of 500.00 feet and a central angle of 92 degrees 50 minutes 42 seconds, an arc length of 810.22 feet, to a point of tangency; thence North 72 degrees 44 minutes 36 seconds East, a distance of 346.32 feet, to a point of curvature; thence Northeasterly, along a curve to the left, having a radius of 650.00 feet and a central angle of 28 degrees 36 minutes 27 seconds, an arc length of 324.54 feet, to a point on the South Right-of-Way line of France Family Drive, as now established; thence North 87 degrees 20 minutes 51 seconds East, along the South Right-of-Way line of said France Family Drive, and its Easterly prolongation, a distance of 281.92 feet, to the POINT OF BEGINNING.

AND ALSO:

COMMENCING at the aforementioned Point "A"; thence South 53 degrees 36 minutes 09 seconds West, a distance of 152.81 feet, to a point on the Southwesterly Right-of-Way line of said N. 98th Street, said point also being on the Northerly line of said Tract A, said point also being the POINT OF BEGINNING; thence South 47 degrees 24 minutes 39 seconds East, along the Southwesterly Right-of-Way line of said N. 98th Street and the Northerly line of said Tract A, a distance of 29.19 feet to a point of curvature; thence Southeasterly, Easterly and Northeasterly, along the Southwesterly Right-of-Way line of said N. 98th Street and the Northerly line of said Tract A and the Northerly line of said Lot 3, and along a curve to the left, having a radius of 825.00 feet and a central angle of 76 degrees 58 minutes 28 seconds, an arc length of 1,108.35 feet, to a point of reverse curvature; thence Northeasterly, Easterly and Southeasterly, continuing along the Southwesterly Right-of-Way line of said N. 98th Street and the Northerly and Northeasterly line of said Lot 3, and along a curve to the right, having a radius of 425.00 feet and a central angle of 93 degrees 25 minutes 01 seconds, an arc length of 692.93 feet, to a point of compound curvature; thence Southeasterly, Southerly Southwesterly, and Westerly, continuing along the Southwesterly Right-of-Way line of said N. 98th Street and the Easterly line of said Lot 3, and along a curve to the right, having a radius of 182.00 feet and a central angle of 118 degrees 41 minutes 03 seconds, an arc length of 377.00 feet, to a point of tangency, said point also being the point of intersection of the Southwesterly Right-of-Way line of said N. 98th Street and the North Right-of-Way line of State Avenue, as now established; thence South 87 degrees 42 minutes 57 seconds West, along the North Right-of-Way line of said State Avenue and the South line of said Lot 3 and Tract A, a distance of 925.88 feet; thence North 77 degrees 39 minutes 21 seconds West, continuing along the North Right-of-Way line of said State Avenue and the South line of said Tract A, a distance of 92.23 feet; thence North 86 degrees 36 minutes 43 seconds West, continuing along the North Right-of-Way line of said State Avenue and the South line of said Tract A, a distance of 246.20 feet, to the point of intersection of the North Right-of-Way line of said State Avenue and the Easterly Right-of-Way line of Interstate Highway No. 435; thence North 27 degrees 56 minutes 39 seconds West, departing the North Right-of-Way line of said State Avenue, and along the Easterly Right-of-Way line of said Interstate Highway No. 435 and the Westerly line of said Tract A, a distance of 549.00 feet; thence North 42 degrees 35 minutes 21 seconds East, departing the Easterly Right-of-Way line of said Interstate Highway No. 435, and along the Westerly line of said Tract A, a distance of 25.00 feet, to the POINT OF BEGINNING.

BUT EXCLUDING:

Lot 2, Schlitterbahn Vacation Village, Second Plat, a subdivision in Kansas City, Wyandotte County, Kansas.

Project Area 5

Part of Lot 3, Schlitterbahn Vacation Village, a subdivision in Kansas City, Wyandotte County, Kansas, along with a portion of unplatted land, all being in Section 1, Township 11 South, Range 23 East, being more particularly described as follows:

BEGINNING at the Southwest corner of the Northeast Quarter of said Section 1, Township 11 South, Range 23 East; thence North 02 degrees 19 minutes 21 seconds West, along the West line of said Northeast Quarter, a distance of 57.88 feet; thence North 11 degrees 57 minutes 29 seconds West, departing the West line of said Northeast Quarter, a distance of 276.31 feet; thence North 89 degrees 01 minutes 58 seconds East, a distance of 195.18 feet; thence North 01 degrees 01

minutes 01 seconds West, a distance of 36.96 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 770.80 feet; thence North 75 degrees 42 minutes 31 seconds East, a distance of 930.96 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 492.40 feet; thence North 34 degrees 59 minutes 43 seconds East, a distance of 207.82 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 181.85 feet; thence North 62 degrees 48 minutes 12 seconds East, a distance of 301.92 feet, to a point on the Easterly line of said Schlitterbahn Vacation Village; thence North 02 degrees 11 minutes 59 seconds West, along the Easterly line of said Schlitterbahn Vacation Village, a distance of 245.05 feet, to the point of intersection of the Easterly line of said Schlitterbahn Vacation Village and the South Right-of-Way line of Parallel Parkway, as now established; thence Easterly, along the South Right-of-Way line of said Parallel Parkway, to the point of intersection of the South Right-of-Way line of said Parallel Parkway and the West Right-of-Way line of N. 94th Street, as now established; thence Southerly, along the West Right-of-Way line of said N. 94th Street and along the East line of an unplatted tract of land and along the East line of Replat of Lots 5 to 37, Shepherd Hills, a subdivision in Kansas City, Wyandotte County, Kansas, to the point of intersection of the West Right-of-Way line of said N. 94th Street and the Easterly line of said Schlitterbahn Vacation Village; thence South 02 degrees 11 minutes 59 seconds East, continuing along the West Right-of-Way line of said N. 94th Street, and along the East line of said Schlitterbahn Vacation Village, a distance of 50.00 feet, to the point of intersection of the Easterly line of said Schlitterbahn Vacation Village and the West Right-of-Way line of said N. 94th Street; thence Southerly, departing the East line of said Schlitterbahn Vacation Village, and continuing along the West Right-of-Way line of said N. 94th Street and along the East line of Shepherd Hills, a subdivision in Kansas City, Wyandotte County, Kansas, and along an unplatted tract of land, to the point of intersection of the East line of said Schlitterbahn Vacation Village and the West Right-of-Way line of said N. 94th Street, at the Southeast corner of an unplatted tract of land; thence South 87 degrees 45 minutes 28 seconds West, departing the West Right-of-Way line of said N. 94th Street, and along the Easterly line of said Schlitterbahn Vacation Village, a distance of 272.37 feet; thence North 69 degrees 44 minutes 32 seconds West, departing the Easterly line of said Schlitterbahn Vacation Village, a distance of 730.33 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 696.01 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 685.13 feet, to a point on the North line of the Southeast Quarter of said Section 1; thence South 87 degrees 30 minutes 09 seconds West, along the North line of the Southeast Quarter of said Section 1, a distance of 1,003.58 feet, to the POINT OF BEGINNING.

EXHIBIT B

LOT 4A PROPERTY – LEGAL DESCRIPTION

Lot 4-A, Legends Auto Plaza, a subdivision in Kansas City, Wyandotte County, Kansas.

EXHIBIT C

MINIMUM INSURANCE REQUIREMENTS

1. Worker's Compensation. Assignee may self-insure, to the extent allowed by applicable law. The self-insured retention shall be that which is standard in the industry. Assignee will then purchase excess Worker's Compensation Insurance with statutory limits over the self-insured retention. If self-insurance is not available under applicable state law, coverage will be purchased in accordance with the statutory requirements.
2. Comprehensive General Liability. Assignee will purchase and maintain with primary limits of \$2,000,000.
3. Automobile Liability. Assignee will purchase and maintain with primary limits of \$1,000,000.
4. Excess Liability. Assignee will purchase and maintain excess liability insurance in an amount not less than \$5,000,000.
5. Special Perils Form Property Insurance. Assignee will purchase on a replacement cost basis. Deductibles and limits will be standard to those in the industry, and the policy shall include an "Agreed Amount" endorsement. Earthquake and flood insurance will be included if required and if available at a reasonable cost, fired vessel, boiler and machinery, and underground collapse may be required by the UG as additional perils.

(Space above reserved for Register of Deeds certification)

1. Title of Document: Acknowledgment and Assumption Agreement (Auto Outlet Project)
 2. Date of Document: _____, 2019
 3. Assignor: SVV I, LLC, a Kansas limited liability company
 4. Assignee: PREMIER AUTOMOTIVE AT THE LEGENDS, LLC, a Kansas limited liability company
 5. Statutory Mailing Address(s):

PREMIER AUTOMOTIVE AT THE LEGENDS, LLC
1801 North 100th Terrace, Kansas City, Kansas 66111
 6. Legal Description: See attached Exhibits A (Project Site) and B (Lot 5 Property)
-

ACKNOWLEDGEMENT AND ASSUMPTION AGREEMENT
(Auto Outlet Project)

THIS ACKNOWLEDGEMENT AND ASSUMPTION AGREEMENT (this "Agreement"), is made and entered into as of this ____ day of _____, 2019 (the "Effective Date") by and between the **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS** (the "UG"); **PREMIER AUTOMOTIVE AT THE LEGENDS, LLC**, a Kansas limited liability company ("Assignee"); and **SVV I, LLC**, a Kansas limited liability company ("SVV," and with the UG and/or Assignee, the "Parties").

RECITALS:

A. On August 28, 2014, the UG and SVV entered into that certain Amended and Restated Vacation Village Development Agreement, as amended by that certain First Amendment to Amended and Restated Vacation Village Development Agreement dated as of August 15, 2015 (collectively as amended, the "Development Agreement"), whereby SVV proposed to design, develop, and construct certain new facilities (the "Project"), on certain real property located in Wyandotte County, Kansas, which is generally bounded on the North by Parallel Parkway, on the West by I-435, on the South by State Avenue and on the East by North 94th Street, and legally described on **Exhibit A** attached hereto (the "Project Site"). All capitalized terms which are not otherwise defined in this Agreement shall have the meanings assigned to them in the Development Agreement.

B. Among other things, Project Area 2A of the Project is intended to include the construction and operation of an automotive plaza consisting of four (4) automobile dealerships (the "Auto Plaza Project"), which was to be designed, constructed, completed and operated by SVV, along with its tenants and transferees. A part of the Auto Plaza Project includes the Premier Auto Outlet KC dealership (the "Auto Outlet Project") located on that portion of the Project Site legally described on **Exhibit B** attached hereto (the "Lot 5 Property").

C. Pursuant to that certain Purchase and Sale Agreement dated July 20, 2019, 2019 by and between SVV and Assignee, Assignee intends to purchase the Lot 5 Property from SVV and operate the Auto Outlet Project, and this Agreement will be recorded against the Lot 5 Property in connection with that conveyance.

D. The Parties desire to enter into this Agreement so that Assignee shall acknowledge, assume and agree to perform the obligations, covenants and agreements of SVV under the Development Agreement as the same pertain to the operation of the Auto Outlet Project, and that, upon conveyance of the Lot 5 Property to Assignee, the obligations that pertain to the Lot 5 Property will no longer apply to SVV, but rather will run with the land.

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 or earlier termination of the Development Agreement (the "Term").

3. General Acknowledgement and Assumption. Assignee hereby acknowledges, assumes and agrees to perform each and every obligation, covenant and agreement of "SVV" under the Development Agreement, except as modified below, but only to the extent that the same shall pertain to the Auto Outlet Project, each of which is referenced below and hereby incorporated. Assignee hereby understands and agrees that the UG may enforce the same directly against Assignee as the owner of the Lot 5 Property; provided, however, that in no event will Assignee have any obligations or liabilities under the Development Agreement except to the extent specifically set forth herein and only insofar as the foregoing obligations, covenants and agreements pertain to the Lot 5 Property.

4. Release of SVV. Upon recording of this Agreement or a memorandum of this Agreement, SVV shall be fully and completely released from any and all obligations under the Development Agreement with respect to the Lot 5 Property which are specifically assumed by Assignee hereunder, after which time the UG's remedies for an Assignee default hereunder shall be directly against Assignee pursuant to the terms hereof, and in no event shall the UG's enforcement against Assignee affect SVV's rights under the Development Agreement. SVV shall remain liable for all other obligations under the Development Agreement, including the obligations pertaining to the Lot 5 Property which are not specifically assumed by Assignee hereunder.

5. Specific Acknowledgement and Assumption. Assignee hereby specifically acknowledges, assumes and agrees to perform the following obligations, covenants and agreements set forth in the Development Agreement, as modified in certain instances below:

(a) **Section 2.2(e) – Design Criteria.** Assignee's development, design and construction of any Improvements shall comply with the Design Criteria attached as Exhibit 5 to the Development Agreement.

(b) **Section 2.4(b) – Site Restrictions.** In addition to the restrictions set forth in Section 2.4(b) of the Development Agreement, Assignee understands and agrees that during the Term, the Lot 5 Property may not be used for any purpose other than a first-class automobile dealership without prior written consent and approval from the UG.

(c) **Article 4 – No Public Financing.** Assignee hereby acknowledges and agrees that it has no right, title or interest in or to any of the Public Financing described in Article 4 of the Development Agreement, and Assignee hereby waives, releases and disclaims any right, title or interest to same.

(d) **Section 7.2(a)(ii) – Use and Operation.** Assignee covenants that at all times during the Term, it will, at its expense conduct its business in a dignified quality manner and in conformity with first class industry standards and in such manner as to

maximize sales and to help establish and maintain a high reputation for the Auto Outlet Project.

(e) **Section 7.4 – Maintenance and Use.** During the Term, Assignee shall cause the Auto Outlet Project to be maintained, preserved and kept in good repair and working order and in a safe condition, consistent at all times with other comparably-situated new car dealerships, and will make all repairs, renewals, replacements and improvements necessary for the safe, efficient, and advantageous conduct of its business and operations on the Lot 5 Property in conformity with first class industry standards. Nothing herein shall obligate Assignee to preserve, repair, renew or replace portions of the improvements on the Lot 5 Property no longer used or no longer useful in the conduct of its business or prevent Assignee from removing or demolishing any building or buildings, if in its reasonable judgment, such discontinuance is desirable in the conduct of its business and not disadvantageous in any material respect to the owners of the STAR Bonds, and as long as the same does not materially adversely affect the value of the Auto Outlet Project or Assignee's ability to (a) perform its obligations under this Agreement, or (b) as long as the STAR Bonds are outstanding, generate sales or sales taxes from the Auto Outlet Project. Assignee may make additions, alterations and changes to the Auto Outlet Project so long as such additions, alterations and changes are made in compliance with all Applicable Laws and Requirements, and as long as the same do not materially adversely affect Assignee's ability to (x) perform its obligations under this Agreement, or (y) as long as the STAR Bonds are outstanding, generate sales or sales taxes from the Auto Outlet Project. Assignee agrees to set aside on its books reasonable reserves for future maintenance and capital expenditures.

(f) **Section 7.5 – Compliance.** Assignee shall conduct its affairs and carry on its business and operations in such a manner as to comply with all Applicable Laws and Requirements, and to observe and conform to all valid orders, regulations or requirements (including, but not limited to, those relating to safety and health) of any Government Authorities applicable to the conduct of its business and operations and the ownership of the Auto Outlet Project; provided, however, that nothing contained in this Agreement shall require Assignee to comply with, observe and conform to any such law, order, regulation or requirement of any Government Authorities so long as the validity thereof shall be contested by Assignee in good faith by appropriate proceedings, and provided that Assignee shall have set aside on its books adequate reserves in accordance with GAAP or secured adequate bonding with respect to such contest and such contest shall not materially impair the ability of Assignee to meet its obligations under this Agreement. Assignee agrees to promptly pay any and all fees and expenses associated with any safety, health or other inspections required under this Agreement or imposed by Applicable Laws and Requirements, unless contested in good faith with the assurances provided in the preceding sentence. Assignee also agrees that it will fully comply with the terms and conditions of the Declaration of Covenants and Restrictions Affecting Land recorded in the Office of the Wyandotte County Register of Deeds as Document No. 2014R-14964 (the "Declaration of Restrictions") and the Declaration of Easements, Covenants, Conditions, and Restrictions recorded in the Office of the Wyandotte County Register of Deeds as Document No. 2014R-14976, as amended by that certain First Amendment to Declaration of Easements, Covenants, Conditions, and Restrictions dated October 16, 2015 and recorded in the Office

of the Wyandotte County Register of Deeds as Document No. 2015R-17236 and re-recorded as Document Nos. 2015R-17172 and 2015R-17236 (collectively the "ECCR").

(g) **Section 7.6 – Payment of Taxes and Other Charges.** During the Term of this Agreement, Assignee (and its Affiliates) shall pay when due all real estate taxes and assessments on the property it owns within the City of Kansas City, Kansas or Wyandotte County. Notwithstanding the foregoing, nothing contained in this Agreement shall prohibit Assignee (or its Affiliates) from contesting the assessed value of the properties, improvements or the taxes thereon in good faith by appropriate proceedings; provided, however, that Assignee (and/or its Affiliates) shall pay any and all amounts that are contested under protest while any such proceedings are pending. Assignee shall promptly notify the UG in writing of a protest of real estate taxes for or valuation of the Lot 5 Property.

(h) **Section 7.7 – Payment of Obligations.** During the Term, Assignee shall promptly pay or otherwise satisfy and discharge all of its obligations and all demands and claims against it as and when the same become due and payable, unless the validity, amount or collectability thereof is being contested in good faith or unless the failure to comply or contest would not materially impair its ability to perform its obligations under this Agreement nor subject any material part of the Auto Outlet Project to loss or forfeiture.

(i) **Section 7.8 – Liens and Encumbrances.** During the Term, except for a Permitted Mortgage (i.e., any mortgage placed on the Lot 5 Property or any part thereof in connection with any construction or permanent financing of the Auto Outlet Project or portion thereof, including any refinancing of the Auto Outlet Project or portion thereof at any time, as well as any financing related to operating the Auto Outlet Project), Assignee shall not create or incur or permit to be created or incurred or to exist any mortgage, lien, security interest, charge or encumbrance upon the Auto Outlet Project, or any part thereof, excluding any utility, lease, or other easements typically found in developments of this type, and shall promptly cause to be discharged or terminated all mortgages, liens, security interests, charges and encumbrances that are not a Permitted Mortgage.

(j) **Section 7.9 – Licenses and Permits.** During the Term, Assignee shall procure and maintain all licenses and permits, and allow all inspections and/or investigations required by Applicable Laws and Requirements or otherwise necessary in the operation of its business and affairs in, on or about the Auto Outlet Project; provided, however, that Assignee shall not be required to procure or maintain in effect any right, license or accreditation that Assignee and the UG shall have determined in good faith and subject to Applicable Laws and Requirements, is not in the best interests of Assignee and is no longer necessary in the conduct of its business and that lack of such compliance will not materially impair the ability of Assignee to pay or perform its obligations under this Agreement.

(k) **Section 7.10 – Insurance.** During the Term, Assignee shall maintain or caused to be maintained on the Lot 5 Property and the Auto Outlet Project insurance on property and operations covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating similar properties and

engaged in similar operations (including but not limited to property and casualty, worker's compensation, general liability and employee dishonesty) and in amounts equal to or greater than the minimum amounts set forth on **Exhibit C** attached hereto. Each policy or other contract for such insurance shall (i) name the UG as an additional insured (with respect to liability insurance, but only with respect to a maximum of \$500,000 per occurrence), and (ii) contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least thirty (30) days after written notice of cancellation to Assignee and each other insured, additional insured, loss payee and mortgage payee named therein. The rights of the UG to any insurance proceeds shall be subject and subordinate to the rights of any Permitted Mortgagee.

(l) **Section 7.11 – Damage, Destruction or Condemnation.**

(1) In the event of damage to or destruction of any portion of the Auto Outlet Project resulting from fire or other Casualty during the Term, or in the event any portion of the Auto Outlet Project is condemned or taken for any public or quasi-public use or title thereto is found to be deficient during the Term, the net proceeds of any insurance available to Assignee relating to such damage or destruction, the net proceeds of such condemnation or taking or the net proceeds of any realization on title insurance shall be paid into, and used in accordance with a construction escrow agreement satisfactory to the UG, Assignee and any Permitted Mortgagee ("Casualty Escrow"). The Casualty Escrow shall be deemed "satisfactory to the UG" for the purposes hereunder if the Casualty Escrow requires that the net proceeds be used exclusively for the costs of designing and rebuilding the damaged or destroyed portion of the Auto Outlet Project and that any change to such requirement be approved in writing by the UG in its discretion.

(2) If, at any time during the Term, if any portion of the Auto Outlet Project shall be damaged or destroyed by a Casualty (the "Damaged Facilities"), Assignee, to the extent insurance proceeds are made available to Assignee, shall commence at its sole cost and expense and thereafter proceed as promptly as possible to repair, restore and replace the Damaged Facilities as nearly as possible to their condition immediately prior to the Casualty and shall be entitled to draw upon the Casualty Escrow for payment of said costs.

(3) If at any time during the Term, title to the whole or substantially all of the Auto Outlet Project shall be taken in condemnation proceedings or by right of eminent domain, Assignee, at its sole discretion, may terminate this Agreement as of the date of such taking. For purposes of this Section 5(l), "substantially all of the Auto Outlet Project" shall be deemed to have been taken if the UG and Assignee, each acting reasonably and in good faith, determine that the untaken portion of the Auto Outlet Project, including any parking improvements located on the Lot 5 Property, cannot be practically and economically used by Assignee for the purposes and at the times contemplated by this Agreement.

(4) In the event of condemnation of less than the whole or substantially all of the Auto Outlet Project during the Term, Assignee, at its sole cost and expense, shall commence and thereafter proceed as promptly as possible to repair, restore and replace the remaining part of the Auto Outlet Project, as nearly as possible, to its former condition, and shall be entitled to draw upon the Casualty Escrow for payment of said costs.

(m) **Section 7.12 – Indemnification.** Assignee shall pay and indemnify and save the UG and its governing body members, directors, officers, employees and agents harmless from and against all loss, liability, damage or expense arising out of the following that occur on or after the Effective Date: (a) the acquisition of the Lot 5 Property; (b) the design, construction and completion of any Improvements by Assignee; (c) the use or occupation of the Auto Outlet Project by Assignee or anyone acting by, through or under it; (d) damage or injury, actual or claimed, of whatsoever kind or character occurring to persons or property occurring or allegedly occurring in, on or about the Auto Outlet Project; (e) any breach, default or failure to perform by Assignee under this Agreement; and (f) any act by an employee of the UG at the Lot 5 Property which are within or under the control of Assignee or pursued for the benefit of or on behalf of Assignee. Assignee shall also pay and indemnify and save the UG and its governing body members, directors, officers, employees and agents harmless of, from and against, all costs, reasonable counsel fees, expenses and liabilities incurred by them or by Assignee in any action or proceeding brought by reason of any such claim, demand, expense, penalty or fine. If any action or proceeding is brought against the UG or its governing body members, directors, officers, employees or agents by reason of any such claim or demand, Assignee, upon written notice from the UG, covenants to resist and defend such action or proceeding on demand of the UG or its governing body members, directors, officers, employees or agents. Notwithstanding the foregoing, no party benefited by this indemnity shall be indemnified against liability for damage arising out of (i) bodily injury to persons or damage to property caused by the party's own respective willful and malicious acts or omissions or gross negligence; or (ii) the acts or omissions of the UG's agents or employees. The foregoing covenants contained in this Section 5(m) shall be deemed continuing covenants, representations and warranties for the benefit of the UG and any successors and assigns of the UG, and shall survive the termination, satisfaction or release of this Agreement, or any other instrument, but only with respect to liability that arises during the Term.

(n) **Section 7.16 – Power of the UG.** Notwithstanding anything set forth herein to the contrary, no provision contained herein shall in any manner diminish or usurp the inherent rights and powers of the UG to act in its capacity as a public body. Further, nothing herein shall relieve Assignee from complying with all Applicable Laws and Requirements.

(o) **Section 8.5 – Sales Tax Information and Continuing Disclosures.** Subject to the ability to comply with Applicable Laws and Requirements, Assignee shall not take any actions or adopt any practices or procedures which are designed to, or which may or will have the effect of, eliminating, reducing or diverting in any way any sales taxes, use taxes and/or transient guest taxes payable to the UG or the State in connection with sales made or services from, in or on and about the Lot 5 Property. In connection

therewith, Assignee recognizes, stipulates and agrees that such sales shall include any private parties, banquets and/or catering conducted by Assignee, excluding special charity and "no charge" events. Assignee agrees that it will itself provide, and that it will use commercially reasonable efforts, by appropriate agreement, to require all parties holding or operating by, through or under it, or otherwise operating on or from the Lot 5 Property, to provide, to the UG and/or the escrow agent under the Transaction Documents, true and correct copies of all sales tax, use tax and transient guest tax returns filed with the State with respect to sales in, on or from the Lot 5 Property, the same to be provided simultaneously with, or within ten (10) days after such filing. Assignee shall, to the extent allowed by Applicable Laws and Requirements, provide to the UG, the Kansas Department of Revenue and the escrow agent under the Distribution Agreement, the names of all vendors operating in, on or from the Lot 5 Property, their sales tax identification number and their dates of operation. Assignee further understands and agrees that Assignee will be required to execute and deliver Continuing Disclosure Agreements with the dissemination agent named therein in connection with the STAR Bonds, in which Assignee will agree to provide information during the Term of this Agreement about the construction and development of the Auto Outlet Project, leases of and sales on the Lot 5 Property, sales and use tax receipts, and comparable matters.

(p) **Section 9.1 – Default Provisions.** Assignee shall be in default under this Agreement if:

(1) Assignee fails to make any of the payments of money required hereunder, and Assignee fails to cure or remedy the same within thirty (30) days after the UG has given Assignee written notice specifying such default; or

(2) Assignee fails to keep or perform any obligation hereunder, and Assignee fails to remedy the same within sixty (60) days after the UG has given Assignee written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by Assignee within such period and diligently pursued until the default is corrected; or

(3) Assignee shall file a voluntary petition under any bankruptcy law or an involuntary petition under any bankruptcy law is filed against any such party in a court having jurisdiction and said petition is not dismissed within sixty (60) days; or Assignee generally is not paying its debts as such debts become due; or Assignee makes an assignment for the benefit of its creditors; or a custodian, trustee or receiver is appointed or retained to take charge of and manage any substantial part of the assets of Assignee and such appointment is not dismissed within sixty (60) days; or any execution or attachment shall issue against Assignee whereupon the Auto Outlet Project, or any part thereof, or any interest therein of Assignee under this Agreement shall be taken and the same is not released prior to

judicial sale thereunder (each of the events described in this subparagraph being deemed a default under the provisions of this Agreement); or

(4) Assignee breaches the representations and warranties set forth in this Agreement and fails to cure or correct same within thirty (30) days of notice from the UG.

In the event of the violation or breach of any provision of this Agreement and the continuation of such failure beyond any cure period provided herein, the UG shall have the right, but no obligation, to enter upon the Lot 5 Property and to abate the violation or breach in accordance with the provisions of Section 12.2 of the ECCR. In addition, the UG shall also have the lien right set forth in Section 12.4 of the ECCR to secure any amounts payable to the UG.

In the event of any default, the UG may take such actions, or pursue such remedies, as exist hereunder, or at law or in equity, and Assignee covenants to pay and to indemnify the UG against all reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of the UG in connection with the enforcement of such actions or remedies.

(q) **Section 9.2 – Rights and Remedies.** The rights and remedies reserved by the UG hereunder and those provided by law shall be construed as cumulative and continuing rights, no one of which shall be exhausted by the exercise of any one or more of such rights or remedies on any one or more occasions. If a default by Assignee occurs under this Agreement and is continuing, the UG may take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance by Assignee of any provision of this Agreement; provided, however, that Assignee's liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall Assignee be liable for any remote or consequential damages. The UG shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions hereunder, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. Failure by the UG to enforce any such rights shall not be deemed a waiver thereof.

(r) **Section 10.1 – Waiver of Breach.** No waiver of any breach of any obligation hereunder shall operate as a waiver of any subsequent breach of the same obligation or as a waiver of any breach of any other obligation, and in case of a breach, the UG may nevertheless accept from Assignee any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

(s) **Section 10.2 – Force Majeure.** In the event Assignee shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, failure of power or other insufficient utility service, riots, insurrection, environmental remediation required by the appropriate Government

Authorities, discovery of cultural, archeological or paleontological resources or endangered species, any lawsuit seeking to restrain, enjoin, challenge or delay construction, failure of the UG to timely approve the Plans and Specifications, the Construction Documents, war, terrorism or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 5(s) shall not be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations hereunder because of a lack of funds.

(t) **Section 10.3(a) – Representations and Warranties of Assignee.**
Assignee hereby represents and warrants to the UG as follows:

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

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

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

(iv) No Consents. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authorities or regulatory body or third party is required for the due execution and delivery by Assignee of this Agreement. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authorities or regulatory body or third party is required for the performance by Assignee of this Agreement or the consummation of the transactions contemplated hereby except for zoning, building and other customary permits to be obtained from the UG or other Government Authorities.

(v) **Valid and Binding Obligation.** This Agreement is the legal, valid and binding obligation of Assignee, enforceable against Assignee in accordance with the terms hereof.

(u) **Section 10.4 – Amendments.** This Agreement may be amended, changed or modified only by a written agreement duly executed by the UG and Assignee.

(v) **Section 10.5 – Construction and Enforcement.** This Agreement shall be construed and enforced in accordance with the laws of the State.

(w) **Section 10.6 – Invalidity of Any Provisions.** If for any reason any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

(x) **Section 10.7 – Headings.** The section, subsection, and other headings shall not be treated as a part of this Agreement or as affecting the true meaning of the provisions hereof.

(y) **Section 10.8 – Execution of Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(z) **Section 10.9 – Time.** Time is of the essence in this Agreement.

(aa) **Section 10.10 – Consents and Approvals.** Wherever in this Agreement it is provided that the UG shall, may or must give its approval or consent, the UG shall not, unless specifically herein provided otherwise, unreasonably withhold, condition, delay or refuse to give such approvals or consents. It is agreed, however, that the sole right and remedy for Assignee concerning the UG's reasonableness will be action for declaratory judgment and/or specific performance, and in no event shall Assignee be entitled to claim damages of any type or nature in any such action.

(bb) **Section 10.11 – Notices.** All notices required or desired to be given hereunder shall be in writing and all such notices and other written documents required or desired to be given hereunder shall be deemed duly served and delivered for all purposes if (i) delivered by nationally recognized overnight delivery service; (ii) facsimile (with follow up within one (1) business day by United States Mail); or (iii) delivered in person, in each case if addressed to the Parties set forth below:

To the UG at:

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

with a copy to:

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

and a copy to:

Douglas G. Bach
County Administrator
The Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street, Suite 945
Kansas City, Kansas 66101
Telephone: 913-573-5030
Facsimile: 913-573-5540

and a copy to:

Todd A. LaSala
Stinson LLP
1201 Walnut Street, Suite 2900
Kansas City, Missouri 64106
Telephone: 816-842-8600
Facsimile: 816-691-3495

and a copy to:

The STAR Bond Trustee

and a copy to:

Gina Riekhof
Gilmore & Bell, P.C.
2405 Grand Blvd, Suite 1100
Kansas City, Missouri 64108-2521
Telephone: 816-221-1000
Facsimile: 816-221-1018

To SVV at:

Gary Henry
381 East Austin Street
New Braunfels, Texas 78130

Telephone: 830-625-2351
Facsimile: 830-625-3541

with a copy to:

Curtis J. Petersen
Polsinelli
6201 College Boulevard, Suite 500
Overland Park, Kansas 66211
Telephone: 913-234-7458
Facsimile: 913-273-1046

To Assignee at:

Eric Gentry
PREMIER AUTOMOTIVE AT THE LEGENDS, LLC
1801 North 100th Terrace, Kansas City, Kansas 66111
Telephone: 913-422-2045
Facsimile: 913-334-2700

with a copy to:

Richard J. Ritchie
13040 I-10 Service Road
New Orleans, Louisiana 70128
Telephone: 504-940-1578

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

(cc) **Section 10.12 – Real Estate Commissions.** Assignee hereby agrees to indemnify and hold harmless the UG from and against any and all, losses, liens, claims, judgments, liabilities, reasonable costs, expenses or damages (including reasonable attorneys' fees and court costs) of any kind or character (i) arising out of or resulting from any duty or responsibility to pay any commission or make any other payment by Assignee, or (ii) arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by Assignee or on its behalf with any other broker, agent or finder in connection with this Agreement or the transactions contemplated hereby.

(dd) **Section 10.14 – Run with the Land.** The provisions of this Agreement shall be binding on the UG and Assignee (but only while Assignee owns the Lot 5 Property), and any subsequent owner of the Lot 5 Property (but only during such subsequent owner's ownership of the Lot 5 Property). Accordingly, any reference herein to "Assignee" shall, following conveyance of the Lot 5 Property to another party, refer exclusively to such other party.

(ee) **Section 10.15 – Tax Implications.** SVV and Assignee acknowledge and agree that: (a) neither the UG nor any of its officials, employees, consultants, attorneys or other agents has provided to SVV or Assignee any advice regarding the federal or state income tax implications or consequences of this Agreement, and the transactions contemplated hereby: and (b) SVV and Assignee are relying solely upon their own tax advisors in this regard.

6. Definitions. Any capitalized term used herein that is not specifically defined herein shall have the meaning provided in the Development Agreement.

[Remainder of page intentionally left blank. Signature pages immediately follow.]

DB03/0501343.0077/10382278.2

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

ASSIGNEE:

**PREMIER AUTOMOTIVE AT THE
LEGENDS, LLC**, a Kansas limited liability
company

By: _____
Printed Name: _____
Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2019, by
_____ as _____ of PREMIER AUTOMOTIVE AT THE
LEGENDS, LLC, a Kansas limited company.

Notary Public
Printed Name: _____

My commission expires:

LIST OF EXHIBITS

- | | |
|-----------|------------------------------------|
| Exhibit A | Project Site – Legal Description |
| Exhibit B | Lot 5 Property – Legal Description |
| Exhibit C | Minimum Insurance Requirements |

EXHIBIT A

PROJECT SITE – LEGAL DESCRIPTION

Project Area 1

Part of Lot 3, Schlitterbahn Vacation Village, a subdivision in Kansas City, Wyandotte County, Kansas, along with a portion of unplatted land, all being in the Southeast Quarter of Section 1, Township 11 South, Range 23 East, being more particularly described as follows:

BEGINNING at the Northwest corner of the Southeast Quarter of said Section 1, Township 11 South, Range 23 East; thence North 87 degrees 30 minutes 09 seconds East, along the North line of said Southeast Quarter, a distance of 1,003.58 feet; thence South 00 degrees 00 minutes 00 seconds East, departing the North line of said Southeast Quarter, a distance of 685.13 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 696.01 feet; thence South 69 degrees 44 minutes 32 seconds East, a distance of 730.33 feet, to a point on the Easterly line of said Lot 3; thence North 87 degrees 45 minutes 28 seconds, along the Easterly line of said Lot 3, a distance of 272.37 feet, to a point on the West Right-of-Way line of N. 94th Street, as now established; thence South 02 degrees 14 minutes 32 seconds East, continuing along the Easterly line of said Lot 3, and along the West Right-of-Way line of said N. 94th Street, a distance of 910.24 feet; thence South 87 degrees 45 minutes 28 seconds West, continuing along the Easterly line of said Lot 3, and along the West Right-of-Way line of said N. 94th Street, a distance of 15.00 feet; thence South 02 degrees 14 minutes 32 seconds East, continuing along the Easterly line of said Lot 3, and along the West Right-of-Way line of said N. 94th Street, a distance of 645.04 feet to the point of intersection of the West Right-of-Way line said N. 94th Street and the North Right-of-Way line of State Avenue, as now established; thence South 53 degrees 02 minutes 04 seconds West, continuing along the Easterly line of said Lot 3, and along the North Right-of-Way line of said State Avenue, a distance of 61.51 feet; thence South 87 degrees 42 minutes 57 seconds West, along the South line of said Lot 3 and along the North Right-of-Way line of said State Avenue, a distance of 881.99 feet; thence North 64 degrees 52 minutes 17 seconds West, continuing along the South line of said Lot 3 and along the North Right-of-Way line of said State Avenue, a distance of 13.73 feet; thence in a Westerly direction, departing the South line of said Lot 3, and continuing along the North Right-of-Way line of said State Avenue, to a point of intersection of the South Right-of-Way line of said State Avenue and the South line of said Lot 3; thence South 87 degrees 42 minutes 57 seconds West, along the South line of said Lot 3 and continuing along the North Right-of-Way line of said State Avenue, a distance of 61.75 feet, to the point of intersection of the North Right-of-Way line of said State Avenue and the Northeasterly Right-of-Way line of N. 98th Street, as now established; thence North 02 degrees 18 minutes 50 seconds West, departing the North Right-of-Way line of said State Avenue and along the Northeasterly Right-of-Way line of said N. 98th Street and continuing along the Southerly line of said Lot 3, a distance of 65.74 feet, to a point of curvature; thence Northerly, Northwesterly and Westerly, continuing along the Northeasterly Right-of-Way line of said N. 98th Street and along the Southerly line of said Lot 3 and along a curve to the left, having a radius of 575.00 feet and a central angle of 96 degrees 39 minutes 25 seconds, an arc length of 970.01 feet; thence North 00 degrees 00 minutes 00 seconds East, departing the Northeasterly Right-of-Way line of said N. 98th Street and the Southerly line of said Lot 3, a distance of 681.26 feet; thence North 78 degrees 38 minutes 12 seconds West, a distance of 570.99 feet, to a point on the West line of the Southeast Quarter of said Section 1; thence North

02 degrees 20 minutes 41 seconds West, along the West line of the Southeast Quarter of said Section 1, a distance of 1,102.14 feet to the POINT OF BEGINNING.

Project Area 2A

File No. 014-0347
Schlitterbahn
April 15, 2015

Project Area 2A Description:

All of Lots 1, 3, 4-A, 4-B & 7, along with part of Tracts A & B and Lots 5, & 6, Legends Auto Plaza, a subdivision in Kansas City, Wyandotte County, Kansas, being more particularly described as follows:

Tract 1:

All of Lots 1, 4-A & 4-B of said Legends Auto Plaza.

AND ALSO:

Tract 2:

BEGINNING at the Northeast corner of said Lot 3, said point also being the point of intersection of the South Right-of-Way line of Parallel Parkway and the West Right-of-Way line of N. 98th Street, as established with said Legends Auto Plaza; thence Southerly, along the East line of Lot 3, Tract B, and Lot 6, and along the West Right-of-Way line of said N. 98th Street, and along a curve to the left, whose initial tangent bearing of South 02 degrees 13 minutes 58 seconds East, having a radius of 5,804.58 feet and through a central angle of 05 degrees 58 minutes 07 seconds, an arc length of 604.68 feet; thence South 81 degrees 30 minutes 09 seconds West, departing the East line of said Lot 6 and the West Right-of-Way line of said N. 98th Street, a distance of 0.08 feet, to a point of curvature; thence Westerly, along a curve to the right, having a radius of 220.00 feet and through a central angle of 17 degrees 18 minutes 38 seconds, an arc length of 66.47 feet, to a point of tangency; thence North 81 degrees 11 minutes 14 seconds West, a distance of 138.78 feet, to a point of curvature; thence Westerly, along a curve to the left, having a radius of 280.00 feet and through a central angle of 17 degrees 48 minutes 27 seconds, an arc length of 87.02 feet, to a point on the Southerly prolongation of the West line of said Lot 3; thence North 00 degrees 00 minutes 50 seconds West, along the West line of said Lot 3 and its Southerly prolongation, a distance of 576.20 feet, to the Northwest corner of said Lot 3, said point also being on the South Right-of-Way line of said Parallel Parkway; thence North 89 degrees 14 minutes 17 seconds East, along the North line of said Lot 3 and along the South Right-of-Way line of said Parallel Parkway, a distance of 175.43 feet; thence North 88 degrees 01 minutes 07 seconds East, continuing along the North line of said Lot 3 and the South Right-of-Way line of said Parallel Parkway, a distance of 59.91 feet, to the POINT OF BEGINNING.

AND ALSO:

Tract 3:

BEGINNING at the Southwest corner of said Lot 5, said point also being on the Easterly line of said Tract B; thence North 00 degrees 00 minutes 50 seconds West, along the West line of said Lot 5 and along the Easterly line of said Tract B, a distance of 559.99 feet, to a point of

curvature; thence Northerly, Northeasterly and Easterly, continuing along the West line and along the North line of said Lot 5, and continuing along the Easterly line and along the Southerly line of said Tract B, and along a curve to the right, having a radius of 15.00 feet and through a central angle of 90 degrees 01 minutes 50 seconds, an arc length of 23.57 feet, to a point of tangency; thence South 89 degrees 59 minutes 00 seconds East, continuing along the North line of said Lot 5 and along the Southerly line of said Tract B, a distance of 79.87 feet, to a point of curvature; thence Easterly and Northeasterly, continuing along the North line of said Lot 5 and along the Southerly line of said Tract B, and along a curve to the left, having a radius of 330.00 feet and through a central angle of 23 degrees 15 minutes 39 second, an arc length of 133.97 feet, to a point of tangency; thence North 66 degrees 45 minutes 21 seconds East, continuing along the North line of said Lot 5 and along the Southerly line of said Tract B, and their Easterly prolongation, a distance of 256.87 feet, to a point of curvature; thence Northeasterly, Easterly and Southeasterly, along a curve to the right, having a radius of 185.00 feet and through a central angle of 38 degrees 46 minutes 48 seconds, an arc length of 125.22 feet, to a point of reverse curvature; thence Southeasterly and Easterly, along a curve to the left, having a radius of 515.00 and through a central angle of 06 degrees 50 minutes 11 seconds, an arc length of 61.45 feet, to a point of tangency; thence South 81 degrees 18 minutes 03 seconds East, a distance of 74.97 feet, to a point of curvature; thence Easterly, along a curve to the left, having a radius of 290.00 feet and through a central angle of 17 degrees 11 minutes 48 seconds, an arc length of 87.04 feet, to a point of tangency; thence North 81 degrees 30 minutes 09 seconds East, a distance of 0.14 feet, to a point on the East line of said Lot 6, said point also being on the West Right-of-Way line of said N. 98th Street, said point also being on a non-tangent curve; thence Southerly and Southeasterly, along the East line of Lots 6 and 7 and the Easterly line of said Tract B, and along a curve to the left, whose initial tangent bearing is South 08 degrees 53 minutes 33 seconds East, having a radius of 5,804.58 feet and through a central angle of 04 degrees 46 minutes 23 seconds, an arc length of 483.54 feet, to the Northeasterly corner of said Tract A; thence South 76 degrees 23 minutes 16 seconds West, departing the West Right-of-Way line of said N. 98th Street, a distance of 60.00 feet; thence North 82 degrees 31 minutes 36 seconds West, a distance of 330.64 feet; thence South 89 degrees 59 minutes 10 seconds West, a distance of 184.56 feet; thence South 00 degrees 01 minutes 03 seconds West, a distance of 241.90 feet, to a point on the South line of said Lot 5, said point also being on the North line of Lot 9 of said Legends Auto Plaza; thence North 89 degrees 58 minutes 57 seconds West, along the South line of said Lot 5 and along the North line of said Lot 9 a distance of 328.41 feet, to the POINT OF BEGINNING.



Project Area 2B

Part of Tract A, Lot Line Adjustment Survey, Lots 1 & 2, Schlitterbahn Vacation Village; All of Tract B, and all of that part of France Family Drive, State Avenue and N. 98th Street Right-of-Ways as established within Schlitterbahn Vacation Village, a subdivision in Kansas City, Wyandotte County, Kansas; All of Legends Auto Plaza, a subdivision in Kansas City, Wyandotte County, Kansas; along with a portion of unplatted land, lying in Section 1, Township 11 South, Range 23 East, and Section 12, Township 11 South, Range 23 East, all being more particularly described as follows:

BEGINNING at the Northeast corner of the Southwest Quarter of said Section 1, Township 11 South, Range 23 East; thence South 02 degrees 20 minutes 41 seconds East, along the East line of said Southwest Quarter, a distance of 49.99 feet, to a point on the South Right-of-Way line of France Family Drive, as now established; thence South 87 degrees 20 minutes 51 seconds West, along the South Right-of-Way line of said France Family Drive, a distance of 281.92 feet, to a point on a non-tangent curve; thence Southwesterly, departing the South Right-of-Way line of said France Family Drive, and along the Northeasterly prolongation of the Northerly line of Tract B of said Lot Line Adjustment Survey, and along a curve to the right, whose initial tangent bearing is South 44 degrees 08 minutes 09 seconds West, having a radius of 650.00 feet, and a central angle of 28 degrees 36 minutes 27 seconds, an arc length of 324.54 feet, to a point of tangency; thence South 72 degrees 44 minutes 36 seconds West, continuing along the Northerly line of said Tract B, a distance of 346.32 feet, to a point of curvature; thence Southwesterly, Southerly and Southeasterly, continuing along the Northerly line and along the Westerly line of said Tract B, and along a curve to the left, having a radius of 500.00 feet and a central angle of 92 degrees 50 minutes 42 seconds, an arc length of 810.22 feet, to a point on the Northeasterly Right-of-Way line of N. 98th Street, as now established, said point also being on the Westerly line of said Tract B, said point also being a point of tangency; thence South 20 degrees 06 minutes 06 seconds East, along the Northeasterly Right-of-Way line of said N. 98th Street and along the Westerly line of said Tract B, and along the Westerly Line of Tract A of said Lot Line Adjustment Survey, a distance of 253.32 feet, to a point of curvature; thence Southeasterly, continuing along the Northeasterly Right-of-Way line of said N. 98th Street and along the Westerly line of Tract A, of said Lot Line Adjustment Survey, and along a curve to the left, having a radius of 725.00 feet and a central angle of 27 degrees 18 minutes 33 seconds, an arc length of 345.56 feet, to a point of tangency; thence South 47 degrees 24 minutes 39 seconds East, continuing along the Northeasterly Right-of-Way line of said N. 98th Street and along the Westerly and Southerly line of Tract A, of said Lot Line Adjustment Survey, a distance of 624.55 feet, to a point of curvature; thence Southeasterly, Easterly and Northeasterly, continuing along the Northeasterly Right-of-Way line of said N. 98th Street and along the Southerly line of Tract A, of said Lot Line Adjustment Survey, and along a curve to the left, having a radius of 675.00 feet and a central angle of 76 degrees 58 minutes 27 seconds, an arc length of 906.83 feet, to a point of reverse curvature; thence Northeasterly, Easterly, Southeasterly and Southerly, continuing along the Northeasterly Right-of-Way line of said N. 98th Street and along the Southerly line of Tract A, of said Lot Line Adjustment Survey, and along a curve to the right, having a radius of 575.00 feet and a central angle of 122 degrees 03 minutes 50 seconds, an arc length of 1,224.99 feet, to a point of tangency; thence South 02 degrees 19 minutes 17 seconds East, continuing along the Northeasterly Right-of-Way line of said N. 98th Street and along the Southerly line of Tract A, of said Lot Line Adjustment Survey, a distance of 65.73 feet, to the point of intersection of the Northeasterly Right-of-Way line of said N. 98th Street

and the North Right-of-Way line of State Avenue, as now established; thence North 87 degrees 42 minutes 57 seconds East, continuing along the Southerly line of Tract A, of said Lot Line Adjustment Survey, and along the North Right-of-Way line of said State Avenue, a distance of 61.74 feet, to the point of intersection of the North Right-of-Way line of said State Avenue and the Southerly line of Tract A, of said Lot Line Adjustment Survey, lying on the West side of an unplatted piece of land; thence Southerly, departing the Southerly line of Tract A, of said Lot Line Adjustment Survey, and continuing along the North Right-of-Way line of said State Avenue; thence Easterly, continuing along the North Right-of-Way line of said State Avenue, to the point of intersection of the North Right-of-Way line of said State Avenue and the Southerly line of Tract A, of said Lot Line Adjustment Survey, lying on the East side of an unplatted piece of land; thence South 64 degrees 52 minutes 17 seconds East, continuing along the North Right-of-Way line of said State Avenue and the Southerly line of Tract A, of said Lot Line Adjustment Survey, a distance of 13.73 feet; thence North 87 degrees 42 minutes 57 seconds East, continuing along the North Right-of-Way line of said State Avenue and the Southerly line of Tract A, of said Lot Line Adjustment Survey, a distance of 881.99 feet; thence North 53 degrees 02 minutes 04 seconds East, continuing along the North Right-of-Way line of said State Avenue and the Southerly line of Tract A, of said Lot Line Adjustment Survey, a distance of 61.51 feet, to the point of intersection of the North Right-of-Way line of said State Avenue and the West Right-of-Way line of N. 94th Street, as now established; thence Southerly, departing the North Right-of-Way line of said State Avenue, to the point of intersection of the West Right-of-Way line of said N. 94th Street and the South Right-of-Way line of said State Avenue; thence Westerly, along the South Right-of-Way line of said State Avenue to the point of intersection of the South Right-of-Way line of said State Avenue and the Easterly Right-of-Way line of Interstate Highway No. 435, as now established; thence Northerly, departing the South Right-of-Way line of said State Avenue and along the Easterly Right-of-Way line of said Interstate Highway No. 435 to the point of intersection of the Easterly Right-of-Way line of said Interstate Highway No. 435 and the North Right-of-Way line of said State Avenue, said point also being the Southwesterly corner of Tract A of said Schlitterbahn Vacation Village; thence South 86 degrees 36 minutes 43 seconds East, along the North Right-of-Way line of said State Avenue and the South line of said Tract A, a distance of 246.20 feet; thence South 77 degrees 39 minutes 21 seconds East, continuing along the North Right-of-Way line of said State Avenue and the South line of said Tract A, a distance of 92.23 feet; thence North 87 degrees 42 minutes 57 seconds East, continuing along the North Right-of-Way line of said State Avenue and the South line of said Tract A, and along the South line of Lot 3 of said Schlitterbahn Vacation Village, a distance of 925.88 feet to a point of curvature, said point also being the point of intersection of the North Right-of-Way line of said State Avenue and the Southwesterly Right-of-Way line of said N. 98th Street; thence Northeasterly, Northerly and Northwesterly, departing the North Right-of-Way line of said State Avenue, and along the Southwesterly Right-of-Way line of said N. 98th Street, and along the Easterly and Northeasterly line of said Lot 3, and along a curve to the left, having a radius of 182.00 feet and a central angle of 118 degrees 41 minutes 03 seconds, an arc length of 377.00 feet, to a point of compound curvature; thence Northwesterly, Westerly and Southwesterly, continuing along the Southwesterly Right-of-Way line of said N. 98th Street and along the Easterly and Northerly line of said Lot 3, and along a curve to the left, having a radius of 425.00 feet and a central angle of 93 degrees 25 minutes 01 seconds, an arc length of 692.93 feet, to a point of reverse curvature; thence Southwesterly, Westerly and Northwesterly, continuing along the Southwesterly Right-of-Way line of said N. 98th Street and the Northerly line of said Lot 3 and along the Northerly line of said

Tract A, and along a curve to the right, having a radius of 825.00 feet and a central angle of 76 degrees 58 minutes 28 seconds, an arc length of 1,108.35 feet, to a point of tangency; thence North 47 degrees 24 minutes 39 seconds West, continuing along the Southwesterly Right-of-Way line of said N. 98th Street and the Northerly line of said Tract A, a distance of 29.19 feet, to the Southeast corner of Tract B of said Schlitterbahn Vacation Village; thence South 42 degrees 35 minutes 21 seconds West, departing the Southwesterly Right-of-Way line of said N. 98th Street, along the Southeasterly line of said Tract B, and continuing along the Northerly line of said Tract A, a distance of 25.00 feet, to a point on the Easterly Right-of-Way line of said Interstate Highway No. 435, said point also being on the Westerly line of said Tract B; thence North 47 degrees 24 minutes 39 seconds West, along the Easterly Right-of-Way line of said Interstate Highway No. 435 and the Westerly line of said Tract B, a distance of 814.00 feet; thence North 20 degrees 07 minutes 39 seconds West, continuing along the Easterly Right-of-Way line of said Interstate Highway No. 435 and the Westerly line of said Tract B, a distance of 1,498.22 feet to a point on the South line of the Northwest Quarter of said Section 1, said point also being the Southwest corner of said Legends Auto Plaza; thence North 15 degrees 56 minutes 18 seconds West, continuing along the Easterly Right-of-Way line of said Interstate Highway No. 435 and along the West line of said Legends Auto Plaza, a distance of 938.56 feet; thence North 13 degrees 58 minutes 29 seconds East, continuing along the Easterly Right-of-Way line of said Interstate Highway No. 435, and along the West line of said Legends Auto Plaza, a distance of 568.70 feet; thence North 74 degrees 54 minutes 27 seconds West, departing the Easterly Right-of-Way line of said Interstate Highway No. 435 and the West line of said Legends Auto Plaza, a distance of 130.08 feet; thence North 01 degrees 35 minutes 51 seconds West, a distance of 255.72 feet to the Westerly prolongation of the South Right-of-Way line of Parallel Parkway, as now established; thence North 88 degrees 01 minutes 07 seconds East, along the Westerly prolongation of the South Right-of-Way line of said Parallel Parkway, a distance of 370.61 feet, to the point of intersection of the Easterly Right-of-Way line of said Interstate Highway No. 435 and the South Right-of-Way line of said Parallel Parkway, said point also being the Northwest corner of said Legends Auto Plaza; thence North 88 degrees 01 minutes 07 seconds East, along the South Right-of-Way line of said Parallel Parkway, and along the North line of said Legends Auto Plaza, a distance of 150.00 feet; thence South 01 degrees 58 minutes 53 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway, and along the North line of said Legends Auto Plaza, a distance of 10.00 feet; thence North 88 degrees 01 minutes 07 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway, and along the North line of said Legends Auto Plaza, a distance of 140.02 feet; thence North 54 degrees 20 minutes 07 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway and along the North line of said Legends Auto Plaza, and their Northeasterly prolongation, a distance of 72.12 feet; thence North 88 degrees 01 minutes 07 seconds East, a distance of 61.99 feet; thence South 02 degrees 22 minutes 58 seconds East, a distance of 10.00 feet, to a point on the Westerly prolongation of the South Right-of-Way line of said Parallel Parkway and of the North line of said Legends Auto Plaza; thence North 88 degrees 01 minutes 07 seconds East, along said Westerly prolongation and along the South Right-of-Way line of said Parallel Parkway, and along the North line of said Legends Auto Plaza, a distance of 451.28 feet; thence North 89 degrees 11 minutes 40 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway and along the North line of said Legends Auto Plaza, a distance of 243.64 feet; thence North 88 degrees 01 minutes 07 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway, and along the North line of said Legends Auto Plaza, a distance of 84.91 feet; thence North 82 degrees 59 minutes 09 seconds East,

continuing along the South Right-of-Way line of said Parallel Parkway, a distance of 170.99 feet, to a point on the North line of Tract A of said Lot Line Adjustment Survey; thence North 88 degrees 01 minutes 07 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway and along the North line of Tract A of said Lot Line Adjustment Survey, a distance of 173.97 feet; thence North 88 degrees 00 minutes 23 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway and the North line of Tract A of said Lot Line Adjustment Survey, a distance of 183.19 feet; thence South 00 degrees 55 minutes 56 seconds East, departing the South Right-of-Way line of said State Avenue and the North line of Tract A of said Lot Line Adjustment Survey, a distance of 582.69 feet; thence South 89 degrees 01 minutes 58 seconds West, a distance of 148.05 feet; thence North 29 degrees 19 minutes 48 seconds West, a distance of 62.94 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 190.36 feet, to a point on a non-tangent curve; thence Southerly, along a curve to the left, whose initial tangent bearing is South 07 degrees 20 minutes 18 seconds East, having a radius of 5,654.58 feet, and a central angle of 06 degrees 19 minutes 32 seconds, an arc length of 624.28 feet, to a point on a non-tangent line; thence North 89 degrees 03 minutes 39 seconds East, a distance of 264.66 feet; thence South 01 degrees 01 minutes 01 seconds East, a distance of 295.50 feet; thence South 89 degrees 01 minutes 58 seconds West, a distance of 195.18 feet, to a point on a non-tangent curve; thence Southerly, along a curve to the right, whose initial tangent bearing is South 13 degrees 19 minutes 19 seconds East, having a radius of 5,804.58 feet and a central angle of 02 degrees 43 minutes 40 seconds, an arc length of 276.34 feet, to a point on a non-tangent line, said point also being on the East line of the Northwest Quarter of said Section 1; thence South 02 degrees 19 minutes 21 seconds East, along the East line of said Northwest Quarter, a distance of 57.88 feet, to the POINT OF BEGINNING.

EXCEPTING therefrom, all of the following described tracts;

All of Lots 1, 3, 4-A, 4-B & 7, along with part of Tracts A & B and Lots 5, & 6, Legends Auto Plaza, a subdivision in Kansas City, Wyandotte County, Kansas, being more particularly described as follows:

Tract 1:

All of Lots 1, 4-A & 4-B of said Legends Auto Plaza.

AND ALSO:

Tract 2:

BEGINNING at the Northeast corner of said Lot 3, said point also being the point of intersection of the South Right-of-Way line of Parallel Parkway and the West Right-of-Way line of N. 98th Street, as established with said Legends Auto Plaza; thence Southerly, along the East line of Lot 3, Tract B, and Lot 6, and along the West Right-of-Way line of said N. 98th Street, and along a curve to the left, whose initial tangent bearing of South 02 degrees 13 minutes 58 seconds East, having a radius of 5,804.58 feet and through a central angle of 05 degrees 58 minutes 07 seconds, an arc length of 604.68 feet; thence South 81 degrees 30 minutes 09 seconds West, departing the East line of said Lot 6 and the West Right-of-Way line of said N. 98th Street, a distance of 0.08 feet, to a point of curvature; thence Westerly, along a curve to the right, having a radius of 220.00 feet and through a central angle of 17 degrees 18 minutes 38 seconds, an arc length of 66.47 feet, to a point of tangency; thence North 81 degrees 11 minutes 14 seconds West, a distance of 138.78

feet, to a point of curvature; thence Westerly, along a curve to the left, having a radius of 280.00 feet and through a central angle of 17 degrees 48 minutes 27 seconds, an arc length of 87.02 feet, to a point on the Southerly prolongation of the West line of said Lot 3; thence North 00 degrees 00 minutes 50 seconds West, along the West line of said Lot 3 and its Southerly prolongation, a distance of 576.20 feet, to the Northwest corner of said Lot 3, said point also being on the South Right-of-Way line of said Parallel Parkway; thence North 89 degrees 14 minutes 17 seconds East, along the North line of said Lot 3 and along the South Right-of-Way line of said Parallel Parkway, a distance of 175.43 feet; thence North 88 degrees 01 minutes 07 seconds East, continuing along the North line of said Lot 3 and the South Right-of-Way line of said Parallel Parkway, a distance of 59.91 feet, to the POINT OF BEGINNING.

AND ALSO:

Tract 3:

BEGINNING at the Southwest corner of said Lot 5, said point also being on the Easterly line of said Tract B; thence North 00 degrees 00 minutes 50 seconds West, along the West line of said Lot 5 and along the Easterly line of said Tract B, a distance of 559.99 feet, to a point of curvature; thence Northerly, Northeasterly and Easterly, continuing along the West line and along the North line of said Lot 5, and continuing along the Easterly line and along the Southerly line of said Tract B, and along a curve to the right, having a radius of 15.00 feet and through a central angle of 90 degrees 01 minutes 50 seconds, an arc length of 23.57 feet, to a point of tangency; thence South 89 degrees 59 minutes 00 seconds East, continuing along the North line of said Lot 5 and along the Southerly line of said Tract B, a distance of 79.87 feet, to a point of curvature; thence Easterly and Northeasterly, continuing along the North line of said Lot 5 and along the Southerly line of said Tract B, and along a curve to the left, having a radius of 330.00 feet and through a central angle of 23 degrees 15 minutes 39 second, an arc length of 133.97 feet, to a point of tangency; thence North 66 degrees 45 minutes 21 seconds East, continuing along the North line of said Lot 5 and along the Southerly line of said Tract B, and their Easterly prolongation, a distance of 256.87 feet, to a point of curvature; thence Northeasterly, Easterly and Southeasterly, along a curve to the right, having a radius of 185.00 feet and through a central angle of 38 degrees 46 minutes 48 seconds, an arc length of 125.22 feet, to a point of reverse curvature; thence Southeasterly and Easterly, along a curve to the left, having a radius of 515.00 and through a central angle of 06 degrees 50 minutes 11 seconds, an arc length of 61.45 feet, to a point of tangency; thence South 81 degrees 18 minutes 03 seconds East, a distance of 74.97 feet, to a point of curvature; thence Easterly, along a curve to the left, having a radius of 290.00 feet and through a central angle of 17 degrees 11 minutes 48 seconds, an arc length of 87.04 feet, to a point of tangency; thence North 81 degrees 30 minutes 09 seconds East, a distance of 0.14 feet, to a point on the East line of said Lot 6, said point also being on the West Right-of-Way line of said N. 98th Street, said point also being on a non-tangent curve; thence Southerly and Southeasterly, along the East line of Lots 6 and 7 and the Easterly line of said Tract B, and along a curve to the left, whose initial tangent bearing is South 08 degrees 53 minutes 33 seconds East, having a radius of 5,804.58 feet and through a central angle of 04 degrees 46 minutes 23 seconds, an arc length of 483.54 feet, to the Northeasterly corner of said Tract A; thence South 76 degrees 23 minutes 16 seconds West, departing the West Right-of-Way line of said N. 98th Street, a distance of 60.00 feet; thence North 82 degrees 31 minutes 36 seconds West, a distance of 330.64 feet; thence South 89 degrees 59 minutes 10 seconds West, a distance of 184.56 feet; thence South 00 degrees 01 minutes 03 seconds West, a distance of 241.90 feet, to a point on the South line of said Lot 5, said point also

being on the North line of Lot 9 of said Legends Auto Plaza; thence North 89 degrees 58 minutes 57 seconds West, along the South line of said Lot 5 and along the North line of said Lot 9 a distance of 328.41 feet, to the POINT OF BEGINNING.

Project Area 3

Part of Lots 1 and 2, and all of Lot 3 and Tract A, Schlitterbahn Vacation Village, a subdivision in Kansas City, Wyandotte County, Kansas; being in Section 1, Township 11 South, Range 23 East, being more particularly described as follows:

COMMENCING at the Northeast corner of the Southwest Quarter of said Section 1, Township 11 South, Range 23 East; thence South 02 degrees 20 minutes 41 seconds East, along the East line of said Southwest Quarter, a distance of 49.99 feet, to the POINT OF BEGINNING; thence South 02 degrees 20 minutes 41 seconds East, continuing along the East line of said Southwest Quarter, a distance of 1,052.15 feet; thence South 78 degrees 38 minutes 12 seconds East, departing the East line of said Southwest Quarter, a distance of 570.99 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 681.26 feet, to a point on a non-tangent curve, said point also being on the Southerly line of said Lot 3, said point also being on the Northeasterly Right-of-Way line of N. 98th Street, as now established; thence Southwesterly, along the Southerly line of said Lot 3 and the Northeasterly Right-of-Way line of said N. 98th Street, and along a curve to the left, whose initial tangent bearing is South 81 degrees 01 minutes 18 seconds West, having a radius of 575.00 feet, and a central angle of 25 degrees 24 minutes 25 seconds, an arc length of 254.98 feet, to a point of reverse curvature; thence Southwesterly, Westerly and Northwesterly, continuing along the Southerly line of said Lot 3 and the Northeasterly Right-of-Way line of said N. 98th Street, and along a curve to the right, having a radius of 675.00 feet and a central angle of 76 degrees 58 minutes 27 seconds, an arc length of 906.83 feet, to a point of tangency, said point hereinafter referred to as Point "A"; thence North 47 degrees 24 minutes 39 seconds West, continuing along the Southerly line of said Lot 3 and the Northeasterly Right-of-Way line of said N. 98th Street, and along the Southwesterly line of said Lot 3, a distance of 624.55 feet, to a point of curvature; thence Northwesterly, continuing along the Southwesterly line of said Lot 3 and the Northeasterly Right-of-Way line of said N. 98th Street, and along a curve to the right, having a radius of 725.00 feet and a central angle of 27 degrees 18 minutes 33 seconds, an arc length of 345.56 feet, to a point of tangency; thence North 20 degrees 06 minutes 06 seconds West, continuing along the Southwesterly line of said Lot 3 and the Northeasterly Right-of-Way line of said N. 98th Street, a distance of 253.32 feet, to a point of curvature; thence Northwesterly, Northerly and Northeasterly, departing the Southwesterly line of said Lot 3 and the Northeasterly Right-of-Way line of said N. 98th Street, and along a curve to the right, having a radius of 500.00 feet and a central angle of 92 degrees 50 minutes 42 seconds, an arc length of 810.22 feet, to a point of tangency; thence North 72 degrees 44 minutes 36 seconds East, a distance of 346.32 feet, to a point of curvature; thence Northeasterly, along a curve to the left, having a radius of 650.00 feet and a central angle of 28 degrees 36 minutes 27 seconds, an arc length of 324.54 feet, to a point on the South Right-of-Way line of France Family Drive, as now established; thence North 87 degrees 20 minutes 51 seconds East, along the South Right-of-Way line of said France Family Drive, and its Easterly prolongation, a distance of 281.92 feet, to the POINT OF BEGINNING.

AND ALSO:

COMMENCING at the aforementioned Point "A"; thence South 53 degrees 36 minutes 09 seconds West, a distance of 152.81 feet, to a point on the Southwesterly Right-of-Way line of said N. 98th Street, said point also being on the Northerly line of said Tract A, said point also being the POINT OF BEGINNING; thence South 47 degrees 24 minutes 39 seconds East, along the Southwesterly Right-of-Way line of said N. 98th Street and the Northerly line of said Tract A, a distance of 29.19 feet to a point of curvature; thence Southeasterly, Easterly and Northeasterly, along the Southwesterly Right-of-Way line of said N. 98th Street and the Northerly line of said Tract A and the Northerly line of said Lot 3, and along a curve to the left, having a radius of 825.00 feet and a central angle of 76 degrees 58 minutes 28 seconds, an arc length of 1,108.35 feet, to a point of reverse curvature; thence Northeasterly, Easterly and Southeasterly, continuing along the Southwesterly Right-of-Way line of said N. 98th Street and the Northerly and Northeasterly line of said Lot 3, and along a curve to the right, having a radius of 425.00 feet and a central angle of 93 degrees 25 minutes 01 seconds, an arc length of 692.93 feet, to a point of compound curvature; thence Southeasterly, Southerly Southwesterly, and Westerly, continuing along the Southwesterly Right-of-Way line of said N. 98th Street and the Easterly line of said Lot 3, and along a curve to the right, having a radius of 182.00 feet and a central angle of 118 degrees 41 minutes 03 seconds, an arc length of 377.00 feet, to a point of tangency, said point also being the point of intersection of the Southwesterly Right-of-Way line of said N. 98th Street and the North Right-of-Way line of State Avenue, as now established; thence South 87 degrees 42 minutes 57 seconds West, along the North Right-of-Way line of said State Avenue and the South line of said Lot 3 and Tract A, a distance of 925.88 feet; thence North 77 degrees 39 minutes 21 seconds West, continuing along the North Right-of-Way line of said State Avenue and the South line of said Tract A, a distance of 92.23 feet; thence North 86 degrees 36 minutes 43 seconds West, continuing along the North Right-of-Way line of said State Avenue and the South line of said Tract A, a distance of 246.20 feet, to the point of intersection of the North Right-of-Way line of said State Avenue and the Easterly Right-of-Way line of Interstate Highway No. 435; thence North 27 degrees 56 minutes 39 seconds West, departing the North Right-of-Way line of said State Avenue, and along the Easterly Right-of-Way line of said Interstate Highway No. 435 and the Westerly line of said Tract A, a distance of 549.00 feet; thence North 42 degrees 35 minutes 21 seconds East, departing the Easterly Right-of-Way line of said Interstate Highway No. 435, and along the Westerly line of said Tract A, a distance of 25.00 feet, to the POINT OF BEGINNING.

BUT EXCLUDING:

Lot 2, Schlitterbahn Vacation Village, Second Plat, a subdivision in Kansas City, Wyandotte County, Kansas.

Project Area 5

Part of Lot 3, Schlitterbahn Vacation Village, a subdivision in Kansas City, Wyandotte County, Kansas, along with a portion of unplatted land, all being in Section 1, Township 11 South, Range 23 East, being more particularly described as follows:

BEGINNING at the Southwest corner of the Northeast Quarter of said Section 1, Township 11 South, Range 23 East; thence North 02 degrees 19 minutes 21 seconds West, along the West line of said Northeast Quarter, a distance of 57.88 feet; thence North 11 degrees 57 minutes 29 seconds West, departing the West line of said Northeast Quarter, a distance of 276.31 feet; thence North 89 degrees 01 minutes 58 seconds East, a distance of 195.18 feet; thence North 01 degrees 01

minutes 01 seconds West, a distance of 36.96 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 770.80 feet; thence North 75 degrees 42 minutes 31 seconds East, a distance of 930.96 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 492.40 feet; thence North 34 degrees 59 minutes 43 seconds East, a distance of 207.82 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 181.85 feet; thence North 62 degrees 48 minutes 12 seconds East, a distance of 301.92 feet, to a point on the Easterly line of said Schlitterbahn Vacation Village; thence North 02 degrees 11 minutes 59 seconds West, along the Easterly line of said Schlitterbahn Vacation Village, a distance of 245.05 feet, to the point of intersection of the Easterly line of said Schlitterbahn Vacation Village and the South Right-of-Way line of Parallel Parkway, as now established; thence Easterly, along the South Right-of-Way line of said Parallel Parkway, to the point of intersection of the South Right-of-Way line of said Parallel Parkway and the West Right-of-Way line of N. 94th Street, as now established; thence Southerly, along the West Right-of-Way line of said N. 94th Street and along the East line of an unplatted tract of land and along the East line of Replat of Lots 5 to 37, Shepherd Hills, a subdivision in Kansas City, Wyandotte County, Kansas, to the point of intersection of the West Right-of-Way line of said N. 94th Street and the Easterly line of said Schlitterbahn Vacation Village; thence South 02 degrees 11 minutes 59 seconds East, continuing along the West Right-of-Way line of said N. 94th Street, and along the East line of said Schlitterbahn Vacation Village, a distance of 50.00 feet, to the point of intersection of the Easterly line of said Schlitterbahn Vacation Village and the West Right-of-Way line of said N. 94th Street; thence Southerly, departing the East line of said Schlitterbahn Vacation Village, and continuing along the West Right-of-Way line of said N. 94th Street and along the East line of Shepherd Hills, a subdivision in Kansas City, Wyandotte County, Kansas, and along an unplatted tract of land, to the point of intersection of the East line of said Schlitterbahn Vacation Village and the West Right-of-Way line of said N. 94th Street, at the Southeast corner of an unplatted tract of land; thence South 87 degrees 45 minutes 28 seconds West, departing the West Right-of-Way line of said N. 94th Street, and along the Easterly line of said Schlitterbahn Vacation Village, a distance of 272.37 feet; thence North 69 degrees 44 minutes 32 seconds West, departing the Easterly line of said Schlitterbahn Vacation Village, a distance of 730.33 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 696.01 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 685.13 feet, to a point on the North line of the Southeast Quarter of said Section 1; thence South 87 degrees 30 minutes 09 seconds West, along the North line of the Southeast Quarter of said Section 1, a distance of 1,003.58 feet, to the POINT OF BEGINNING.

EXHIBIT B

LOT 5 PROPERTY – LEGAL DESCRIPTION

Lot 5, Legends Auto Plaza, Second Plat, a subdivision in Kansas City, Wyandotte County, Kansas.

EXHIBIT C

MINIMUM INSURANCE REQUIREMENTS

1. Worker's Compensation. Assignee may self-insure, to the extent allowed by applicable law. The self-insured retention shall be that which is standard in the industry. Assignee will then purchase excess Worker's Compensation Insurance with statutory limits over the self-insured retention. If self-insurance is not available under applicable state law, coverage will be purchased in accordance with the statutory requirements.
2. Comprehensive General Liability. Assignee will purchase and maintain with primary limits of \$2,000,000.
3. Automobile Liability. Assignee will purchase and maintain with primary limits of \$1,000,000.
4. Excess Liability. Assignee will purchase and maintain excess liability insurance in an amount not less than \$5,000,000.
5. Special Perils Form Property Insurance. Assignee will purchase on a replacement cost basis. Deductibles and limits will be standard to those in the industry, and the policy shall include an "Agreed Amount" endorsement. Earthquake and flood insurance will be included if required and if available at a reasonable cost, fired vessel, boiler and machinery, and underground collapse may be required by the UG as additional perils.



Staff Request for Commission Action

Tracking No. 19892

Full Commission Meeting Date: 8/29/19

Committee: Neighborhood & Community Development

Date of Standing Committee Action: 8/19/19

(If none, please explain):

Publication Required: No

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
8/21/2019	Chris Slaughter	x8977	CSlaughter@wycokck.org	Land Bank

Item Description:

The Land Bank Manager respectfully request that the Neighborhood & Community Development Committee review the proposed item and forward it to the Land Bank Board of Trustees for final consideration.

Item - Land Bank Policy Change

Action Requested:

The Land Bank Manager respectfully request that the Neighborhood & Community Development Committee approve the above item and forward it to the Land Bank Board of Trustees for final approval.

This item is for approval.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Memo to WCLB BOT - Policy Changes



Wyandotte County Land Bank

Economic Development Department

701 North 7th St., 4th Floor
Kansas City, Kansas 66101

Phone: (913) 573-5730
Fax: (913) 573-5745
Email: cslaughter@wycokck.org

MEMORANDUM

TO: Wyandotte County Land Bank Board of Trustees

FROM: Chris Slaughter, Manager 

DATE: August 7, 2019

SUBJECT: Proposed Policy Changes

The Land Bank Manager is presenting changes to the current Land Bank policy for consideration. Attached to this memo are two versions

- The proposed changed version (dated 08/07/19)
- The current policy

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**WYANDOTTE COUNTY LAND BANK
(WCLB)**

**ADMINISTRATIVE POLICY
AND
PROCEDURE GUIDELINES**

**APPROVED 03/26/15
UPDATED 08/19/19**

Wyandotte County Land Bank
Administrative Policy and Procedure Guidelines
As approved and adopted by the Board of Trustees
on xxxx xx, 201x.

These policy and procedure guidelines are a consolidation and codification of all prior policies and procedures of the Wyandotte County Land Bank and supersede all such prior policies and procedures.

Section 1. Purpose

- 1.1 Neighborhood and Land Use Planning Conformance.** The WCLB's purpose is to consider the impact of a property transfer on short and long-term neighborhood revitalization efforts and land use planning. In doing so, the WCLB will prioritize the following:

- a. The preservation of existing stable and viable neighborhoods;
- b. Neighborhoods in which a proposed disposition will assist in halting slowly occurring decline or deterioration;
- c. Neighborhoods that have recently experienced or are continuing to experience a rapid decline or deterioration;
- d. Geographic areas that are predominately non-viable for purposes of residential or commercial development; and/or
- e. Potential impact on areas targeted by a strategic development plan.

The purpose of the WCLB is to return tax delinquent and distressed property to productive use that benefits the community.

- 1.2** This policy is intended to create a unified and consistent approach to the disposition of real property owned by the WCLB.

In the interest of providing predictability and transparency to the sale and reuse of property, this policy will provide guidance to the WCLB in all transactions involving property as well as information to individuals and organizations considering the acquisition of property owned by the WCLB.

- 1.3 Guiding Principles.** The goals of this policy and the disposition of WCLB owned property are to:

- a. Encourage the development and reuse of vacant properties consistent with the WCLB goals, and the City Master Plan(s).
- b. Eliminate blight and revitalize neighborhoods;
- c. Strengthen the County's tax base by returning property to a productive tax paying status;
- d. Sell properties at fair market value if the proposed use is strictly private;

- e. Support and preserve open space and urban gardening;
- f. Support WCLB goals by conveying properties at a discount if the proposed use will provide significant community benefits;
- g. Convey land through a predictable, timely and transparent process;
- h. Encourage timely development and discourage real estate speculation; and
- i. Land assemblage for economic development purposes.

The WCLB will consider these goals when making decisions regarding the disposition of its property.

The WCLB will remain responsible for its own decision-making and adherence to this policy during the disposition process. The WCLB will not make available to the public all property in its inventory; however, properties which are dedicated to a public use or being reserved for City-desired programs or projects.

The WCLB may elect not to convey a requested property. The WCLB will communicate to any applicant who submitted a complete expression of interest and a complete property application for an available property the reason(s) why the property is not being sold.

1.4 Qualified Applicants.

A Qualified Applicant is defined as an individual or organization who must not:

- a. own any real property that is subject to any violations of State and/or local laws, codes or ordinances;
- b. own any real property that is tax delinquent;
- c. be barred from transactions with local government entities;
- d. Have demonstrated insufficient experience and/or lack of capacity to perform in accordance with the requirements of the WCLB;
- e. have failed to perform in prior transactions with the WCLB; and/or
- f. and currently be banned from bidding at the tax sale.

All applicants must submit their intended use for the property(ies) as required by the WCLB. Failure to submit intended usage will result in an incomplete application.

Failure to provide accurate information in the form requested may result in the denial of the application.

The WCLB encourages applicants seeking to acquire property from the WCLB to consult with the Livable Neighborhoods Department or the

neighborhood association(s) operating in the geographical area of the property.

1.5 Qualified Offer

A Qualified Offer is an application that adequately describes the purchaser's plans for the property (i.e. intended use) and is aligned with the purpose of the WCLB. The intended use must be consistent with applicable WCLB/UG plans and all City plans, and the applicant must demonstrate financial and operational capacity to carry out the plans.

Plans that require zoning variances or other City land use approvals may be processed as a Qualified Offer, only if the underlying project proposal is supported by the City it is in. The detail required of the applicant will be different depending on the proposed use, as defined later in this document under various usages.

Proposed uses must be consistent with the UG's Master Plans, Zoning, City approved and accepted plans, and all new owners are required to comply with all State, City and Federal codes, regulations and statutes.

- 1.6 Appropriate and Timely Development of Properties.** The WCLB expects that properties will be developed in a timely manner accordingly to a written agreement or as specified in the deed of conveyance. Generally, construction should commence within three (3) months from the date of conveyance and should be completed as defined by the agreement or contained in the deed. To ensure that these expectations are met, the WCLB will place conditions or restrictions on property it conveys to achieve the agreed upon outcome and will monitor these agreements until construction is complete.

- 1.7 Pricing.** The WCLB will generally price vacant land by the greater of:
- a. the Appraised Value of property set by County Appraiser as of January 1st of current year or
 - b. the value of the property's frontage times \$10.00.

The WCLB has the right to determine the asking price for each property and as result has the right to decline any counteroffer.

- 1.8 Land Categorization:** The WCLB shall define the following:
- a. Buildable
 - b. Non-Buildable
 - a. Area less than 2,000 sq. ft. or under 19.99 linear ft. of frontage

- b. Flood plain
- c. Landlocked
- d. ROW
- e. Undermined
- f. Severe topography

Section 2. Authority and Role

- 2.1 Establishment.** The Wyandotte County Land Bank (WCLB) was established by the Unified Government of Wyandotte County/Kansas City, Kansas (UG) by the power vested in it by K.S.A. 19-26,103 et. seq.
- 2.2 Governance.** The WCLB is governed by a Board of Trustees comprised of the Mayor/Chief Executive and the UG Commissioners. The Wyandotte County Land Bank Manager is charged with its administration.
- 2.3 Review of Proposed Land Bank Transactions.** All proposed WCLB transactions shall be submitted by the Land Bank Manager to the Staff Advisory Team to determine if the application is acceptable and eligible to forward for further evaluation by the Land Bank Advisory Board.

The Staff Advisory Team shall evaluate applications based on UG policies and priorities, and future infrastructure and development plans. The Staff Advisory Team is composed of the Director/Manager and/or designee from the following UG Departments: *Administration, Community Development, General Services, Economic Development, GeoSpatial Services, Neighborhood Resource Center, Public Works, Treasury, and Urban Planning and Land Use.*

The Land Bank Advisory Board may advise the Board of Trustees and Land Bank Manager on matters relating to the business and affairs of the WCLB, and to suggest or be available for consultation regarding projects, proposals and/or activities which the WCLB may undertake. The membership of the Land Bank Advisory Board shall consist of representatives from each Neighborhood Business Organizations and two (2) representatives from the Executive Board of the Livable Neighborhoods Task Force. The Land Bank Advisory Board shall serve solely in an advisory capacity.

The Staff Advisory Team and Land Bank Advisory Board shall review all application(s) presented by the Land Bank Manager for consideration. Any application(s) that need further investigation will be referred to the Land Bank Manager until all necessary information

has been provided, at which time it will be brought to the Staff Advisory Team and Land Bank Advisory Board for further review.

The recommendations of the Staff Advisory Team and the Land Bank Advisory Board will be presented at the Neighborhood and Community Development Standing Committee where the Committee will approve applications and advance to the WCLB Board of Trustees for final approval.

- 2.4 Governing Authority.** The core governing documents of the WCLB are the applicable state statutes and the Unified Government Code of Ordinances. The policies and procedures set out in this document constitute guidelines only and the Board of Trustees reserves discretion to deviate therefrom when it deems appropriate.
- 2.5 WCLB Board of Trustees Approval.** Under law, the conveyance of property by the WCLB, must be approved by the WCLB Board of Trustees before the property can be conveyed.
- 2.6 WCLB Right to Accept or Reject.** The WCLB reserves the absolute right to accept or reject any and all applications and offers for purchase. In case of multiple applications, the WCLB will give precedence to applications demonstrating the highest and best use of the property.

Section 3. Priorities for Transfer of Land Bank Properties.

- 3.1 Priority Transfers.** Except where limited by the terms of the acquisition of a property, the WCLB may, at its discretion, give priority to, in the following order:
 - a. City government or BPU entities;
 - b. Individuals and corporate entities seeking to obtain the property for housing or commercial development for the individual's primary residence or primary business operation, or for subsequent reconveyances for private third-party ownership to be their primary residence or primary business operation;
 - c. Individuals and corporate entities seeking to obtain the property for housing and commercial development for rental purposes;
 - d. Non-profit institutions such as academic and religious institutions; and
 - e. Individuals who own and occupy residential property that qualify for the Yard Extension Disposition Program.

WCLB will consider the scale and amount of public financing involved in prioritizing competing projects on the same land.

- 3.2 Transferee Qualifications.** All applicants seeking to acquire property from the WCLB, or to enter into transaction agreements with the WCLB, may be required to provide as part of their application information regarding, but not limited to:
- a. The legal status of the applicant, its organizational and financial structure;
 - b. Its prior experience in developing and managing housing;
 - c. The financial health and resources of the applicant; and/or
 - d. Adequate plans for development; and/or
 - e. Evidence that any property already held in Wyandotte County is compliant with the City's code.

Section 4. Conveyances to the WCLB

- 4.1 Sources of Property Inventory.** Sources of real property inventory of the WCLB include, but are not limited to, the following:
- a. Transfers from local governments;
 - b. Acquisitions at tax foreclosure sales;
 - c. Donations; or
 - d. Market purchases.

4.2 Policies Governing the Acquisition of Properties. In determining which, if any, properties might be acquired, the WCLB may consider the following circumstances and factors:

- a. Proposals and requests by individuals or entities in which specific properties are identified for ultimate acquisition and redevelopment;
- b. Residential properties that are occupied or are available for immediate occupancy without need for substantial rehabilitation;
- c. Improved properties that are the subject of an existing order for demolition of the improvements and/or meet the criteria for demolition of improvements;
- d. Vacant properties that are appropriate for the yard extension disposition program;
- e. Properties for which reutilization would be in support of strategic neighborhood stabilization and revitalization plans.
- f. Properties that would form a part of a land assemblage development plan;
- g. Properties that will generate operating resources for the functions of the WCLB;
- h. Properties that would allow for the creation or expansion of community, garden, green, and/or recreational space; or
- i. Unbuildable properties

- 4.3 Transaction Agreements.** In most cases a transaction agreement must be approved in advance by the Board of Trustees and executed by the WCLB and the grantor of the property. These transaction agreements shall be in form and content as deemed by the WCLB to be in the best interest of the WCLB and shall include to the extent feasible specification of all documents and instruments contemplated by the transaction as well as the rights, duties and obligations of the parties.
- 4.4 Environmental Concerns.** The WCLB reserves full and complete discretion to require that satisfactory evidence or assurances be provided that the property is not affected by or subject to environmental contamination.
- 4.5 Set Off Program.** Property that has been placed in the State of Kansas Set Off Program may be deemed ineligible for conveyance to the WCLB.
- 4.6 Timing.** Any property that is conveyed in or out of the WCLB will not be available for sale/transfer until approved by the Board of Trustees.

The Land Bank Manager is authorized to accept property conveyed from the UG that is a result of property being obtained from a recent County Tax Sale. The Land Bank Manager will then report the conveyance(s) at the next Board of County Commissioners Neighborhood and Community Development Stand Committee meeting.

Section 5. Conveyances from the WCLB

- 5.1 Covenants, Conditions and Restrictions.** All conveyances by the WCLB to third parties shall include such covenants, conditions and restrictions as the WCLB deems, in its sole discretion, necessary and appropriate to ensure the use, rehabilitation and redevelopment of the property in a manner consistent with the public purposes of the WCLB.
- 5.2 Deed Without Warranty.** All conveyances by the WCLB to third parties shall be by quitclaim deed.
- 5.3 Conveyances requiring Board of Trustees Approval.** With the exception of conveyances of property within a hold area to previously approved, WCLB Board of Trustees-designated partnering developers, and properties subject to WCLB Rehab Program, all transfers of WCLB property shall require the approval of the Board of Trustees.
- 5.4 Conveyances pursuant to WCLB Rehab Program.** The Land Bank Manager shall seek prior approval from the WCLB Board of Trustees for all properties entering the WCLB Rehab Program. Once the WCLB

receives an offer from a contractor that meets the qualifications of the WCLB Rehab Program, the Land Bank Manager will seek the approval of the County Administrator to commence the rehab and subsequent conveyance of the property.

5.5 Conveyance Time Allowance. All undeveloped Land Bank property shall be conveyed, and deed recorded within 180 days of Award and approval of the Land Bank Board of Trustees. Any property not conveyed within the above time period, and without a written extension from the Land Bank Manager, will have Award voided and property returned to Land Bank Inventory. For any property awarded pursuant to a development/rehab agreement, the terms of said agreement shall control when such property will be conveyed.

5.6 All qualified applicants who have successfully purchased WCLB-owned property must fulfill their commitments to the WCLB and to their neighbors, which includes paying property taxes and maintaining properties in accordance with all municipal codes and ordinances.

Section 6. Property for Community Improvements

6.1 Community Improvement Property. The WCLB is willing to accept donations of property to be transferred to a non-revenue generating, non-tax-producing use that is for community improvement or other public purposes. Additionally, the WCLB is permitted to assemble tracts or parcels of property for community improvement or other public purposes.

6.2 Eligibility. Properties can be conveyed to the WCLB for waiver of delinquent taxes and then re-conveyed by the WCLB to be utilized for community improvement purposes including, but not limited to, community gardens, parking for non-profit functions such as a school or cultural center, or playground for after-school or day care. The application must demonstrate that no alternative tax-generating use is available for the property, and that the proposed community improvements are consistent with the area redevelopment plans and community revitalization.

6.3 Transferee. The application must identify and be signed by the ultimate transferee from the WCLB. The transferee should be a governmental entity, a not-for-profit property entity, or, in rare cases, a for-profit entity that is capable of holding and maintaining the property in the anticipated conditions and for the anticipated purposes.

- 6.4 Covenants, Conditions and Restrictions.** The WCLB, in the conveyance of the property to the transferee, may require covenants, conditions and restrictions as necessary to ensure that the property is used for the contemplated community improvement or other public purposes.

Section 7. Agreements for Temporary Use of Land

- 7.1 Lease-a-lot.** The WCLB may enter agreements for residents and organizations to participate in a Lease-a-lot program designed to encourage and support recreation including community-based greening and individual gardening of available vacant lots.
- a. The Land Bank Manager may execute lease agreements for residents and organizations to participate in a Lease Agreement program.
 - b. The WCLB may seek to terminate the agreement upon approval from the County Administrator for another use or if the Lessee fails to meet obligations in agreement. The WCLB shall provide written notice of its intent to terminate the agreement to Lessee with a minimum of 90-days' notice of said termination; the termination date may be extended as necessary to allow Lessee to complete/harvest any garden in place at such notice.
 - c. The agreements will be for a 2-year term, with options for renewal.
 - d. The lot will not be available to be sold to another party during the term of the lease, **unless plans for single-family, multi-family, or commercial development are presented to the WCLB.**
 - e. The agreements will specify that the lot must be kept clean and that grass is mowed, or otherwise maintained in compliance with the State and/or local laws, codes or ordinances.
 - f. Participants must sign a Hold Harmless Agreement or add the WCLB to their insurance policies.
 - g. The agreements will permit minor building on the lot, if they are not permanently adhered to the lot, this may include establishing a source of water, fences and small structures provided there is compliance with all zoning and building code requirements. This might require a variance and/or a special use permit.

Section 8. Yard Extension Disposition Program

- 8.1** Yard Extensions may be applied for by abutting homeowners. The application will be reviewed by the SAT. If the SAT deems that the property should not be conveyed, then the WCLB will send the applicant a letter to inform them of the denial.

- 8.2** An applicant must be the owner of the abutting property and must be using that property as his/her primary residence at the time of application. The property to be acquired must share a common boundary at either side of the applicant's property and share the same street name. The property must be a vacant lot; properties with permanent structures are not eligible for this program. The applicant must be a Qualified Applicant.
- 8.3** Applicants can only acquire one (1) property for Yard Extension from the WCLB. The WCLB property will be permanently consolidated with the applicant's property for land use purposes.

Section 9. Land Bank Rehab Program

- 9.1 Purpose.** The WCLB Rehab Program provides qualified rehabbers access to a pipeline of distressed properties in the Wyandotte County area. The WCLB may facilitate the sale of property at a reduced price to selected qualified rehabbers. This program allows the purchase of vacant, blighted homes, once they are available in the WCLB inventory.
- 9.2 Goals.** The WCLB Rehab Program supports efforts to stabilize and strengthen neighborhoods through collaboration between public, private, and nonprofit development partners. Through the program and working with development partners to rehabilitate blighted property, the WCLB will:
- a. Create affordable ownership opportunities to stabilize neighborhoods
 - b. Improve the health, safety, durability and energy - efficiency of rehabilitated properties through the WCLB Housing Standards
- 9.3 Housing Stock.** All property with improvements (residential) that are transferred to the WCLB will be boarded, secured and inspected to identify its place in the program. There are three (3) recommendations that these properties will fall under:
- a. Rehab – properties that show rehab potential will be made available to qualified rehabbers in the program.
 - b. Demo – properties that are a danger to the public will be recommended to the Unified Government Demo Department to be razed.
 - c. Hold – properties that are rehab potential but are in a designated development hold area, may be put on hold and not available to the rehabbers.

Any commercial improvements received by WCLB will be evaluated in the same manner; these properties will have any debris removed and some possible demo performed to put property in a marketable position. All WCLB commercial property offers will be given preference to those that will establish new/relocated businesses that will generate jobs for the County.

9.4 Rehabber Qualifications. All interested rehabbers must go through a qualification process that includes submission of WCLB Rehab Program Application. The program will have two (2) Tiers of qualified rehabbers:

- a. Tier I – rehabber must be a formed company/corporation or identify as an investor. In order to qualify as a Tier 1 rehabber, the following must be provided:
 1. Copy of their current year Occupational Tax Receipt from the Unified Government of Wyandotte County / Kansas City, Kansas Business License Department
 2. Must carry the appropriate amount of Insurance coverage, as outlined in the application, from a licensed Insurance provider and have the Wyandotte County Land Bank named as a Certificate Holder.
- b. Tier II – if a rehabber cannot provide the requirements for a Tier I rehabber, then they must sign a Hold Harmless Waiver and must show proof of funding for the rehab to qualify for a house to rehab.

9.5 Availability for Rehabbers. Any house that is identified as a rehab and not on hold will be made available for all Tier I rehabbers. The WCLB will schedule open houses for the Tier I rehabbers to attend to assess each property identified. All Tier I rehabbers will be sent offer packets with house information and a deadline to submit their offer. Any house that does not have an offer submitted by the deadline will then be offered to the Tier II group. The WCLB will schedule open houses for the Tier II rehabbers to attend to assess each property identified. All Tier II rehabbers will be sent offer packets with house information and a deadline to submit their offer.

Any house that does not have an offer submitted by either group will be available for a later offer or any new Tier I or Tier II qualified rehabber.

9.6 Rehab Agreements. The WCLB will review and score all offers received to determine if the offer is a qualified offer. Multiple offers for a single house will be ranked from highest to lowest and all highest ties will be broken by offer amount. The WCLB will negotiate with the top-ranking offeror and put an agreement together. As identified in Section

7.4, all offers must be approved by the County Administrator to commence the rehab and subsequent conveyance of the property. If approved, the awarded offeror will be sent an award letter and any non-offerors will be sent a non-award letter.

9.7 Filings. The agreement approved by the County Administrator will be filed as a Sale Contract with Land Use Restrictions with the Wyandotte County Register of Deeds office. The house will stay in the name of the WCLB until the passing of the final inspection from the WCLB staff.

9.8 Inspections & Permits. The WCLB will require copies of all inspections conducted by the Unified Government of Wyandotte County / KCK Building Inspection Department. WCLB Staff will perform progress inspections throughout the rehab.

Any Tier I rehab will consist of four (4) inspections:

- a. Initial Inspection – house is cleared of debris and any demo is complete prior to any repairs or rehab starts.
- b. Rough-In – staff has received an approved Building Inspection rough-in slip and any other pulled permits (Mechanical/Electrical/Plumbing).
- c. Progress – drywall is hung, and all other repairs are completed.
- d. Final - house has passed all inspections and copies have been received by the WCLB, house has passed the Building Inspection Final Inspection. Staff will do final walk thru.

Any Tier II rehab will consist of monthly inspections done by WCLB staff and will incorporate the Tier I inspections but also allow the WCLB to closely monitor the progress.

When staff has verified the house has passed WCLB final inspection, the Land Bank Manager will prepare and file a Quit Claim Deed (QCD) with the Register of Deeds- office.

9.9 Extensions & Penalties. If the rehab completion date stipulated in the agreement cannot be met, the Rehabber may request an extension of the completion date. Extensions of time to complete the rehab are at the WCLB's discretion and, if granted, will be under the following guidelines:

- a. The request for extension must be made to the Land Bank Manager, utilizing the WCLB Extension Request Form. The request must include the cause of the delay and plan to complete the rehab in time requested. In case of delays not at fault by the rehabber, the WCLB may waive the extension fee;
- b. The request for extension must be received by the Land Bank Manager no later than 5 calendar days prior to the

- expiration date of the WCLB Rehab Program Extension Request Form given at beginning of rehab;
- c. The extension will be granted for a max of 60-day calendar period. The extension fees are due to the WCLB Manager when the WCLB Extension Request Form is submitted. These fees must accompany the extension request and be a nonrefundable cashier's check or money order, payable to the Wyandotte County Land Bank, in the full amount of the extension.
 - 1. Day 1 to 30 - \$5.00 per day
 - 2. Day 31 to 60 - \$10.00 per day;
 - d. If the granted extension period expires and the rehab has not passed the City's Final Inspection and the WCLB's Final Inspection, a penalty of \$500.00 per 30 days will be enforced. Each 30-day period will not be prorated and must be paid in full before the WCLB will file the Quit Claim Deed to the Rehabber granting them full rights to the property;
 - e. The granting of an initial extension period does not obligate the WCLB to grant additional extensions; and
 - f. Extension fees paid are retained by the WCLB and not reimbursed if rehab is concluded before the end of time requested.

The WCLB reserves the right to waive any extension costs or penalties.

- 9.10 Tier I Rehabber Threshold.** Any Tier I rehabber may make no more than three (3) offers on any newly acquired rehab houses. The maximum number of houses a Tier I may be rehabbing is six (6), if a Tier I rehabber has 6 open rehabs and submits an offer for new houses, their offer will not be accepted. A Tier 1 rehabber may make the proper number of offers that could get them to the threshold.

Section 10. Development Site Control

- 10.1 Site Control: Options and Property Reservations.** The WCLB recognizes that developers often require legally recognizable site control as part of the development process. The WCLB may execute property option agreements to allow developers to pursue financing and other approvals necessary for development.

Agreements for this purpose must meet the following conditions:

- a. The applicant must be a Qualified Applicant.
- b. For each proposed project, the WCLB will allow one (1) year for that agreement and may renew the agreement at its discretion at the expiration of the term.

- c. The applicant may not occupy or use the property unless approved in writing by the WCLB.
- d. A fee will be due upon execution (nonprofits and city-supported projects may be exempt from a fee) and an additional fee may be imposed for extension of the agreement or contract. This fee is non-refundable.
- e. The WCLB will require the requestor to keep the property clear of any trash/debris, the grass mowed/maintained in compliance with the appropriate City code and the sidewalk space must be maintained including snow removal.
- f. The WCLB shall provide written notice of its intent to terminate the agreement to the applicant within thirty (30) days of said termination.

Site control options will be issued only for those projects which the WCLB deems feasible and which the WCLB can recommend for approval by WCLB BOT after the developer secures the necessary entitlements, financing, tenants and/or approvals.

All WCLB conveyances must be approved by the BOT.

Section 11. Land Banking Donation Program

11.1 Donation to WCLB. The WCLB will only accept donated property(ies) that will advance the goals of the WCLB. The WCLB will only present requests to the Board of Trustees, for approval, when at least one or more of the following conditions are met:

- a. The property owner does not have the resources to properly care for the property or to comply with orders to correct code violations that are present, and evidence of the hardship has been presented;
- b. The property is located in an area targeted for redevelopment efforts or in a neighborhood with a large number of existing WCLB property;
- c. There is a written agreement with an owner of an adjoining property to purchase the property from the WCLB; this is only in reference to non-buildable vacant lots;
- d. The property is a candidate for the WCLB Rehab Program without any conditions that would prohibit a donation; and/or
- e. The Unified Government of Wyandotte County/Kansas City (UG), Kansas, City of Bonner Springs or City of Edwardsville has

agreed to fund the demolition of an improved property within its City limits.

11.2 Exclusions and Exceptions.

Property(ies) with adverse environmental conditions or maintenance requirements will not be accepted without a satisfactory plan and funding in place for remediation, as determined by the UG.

- a. WCLB may require that donated property(ies) be conveyed with clear and marketable title;
- b. Property(ies) that are occupied may not be accepted as donations;
- c. WCLB shall not determine donation value for the purpose of tax benefits and
- d. Any exceptions to the provisions of the above must come before the Wyandotte County Land Bank Board of Trustees.

WCLB reserves the absolute right to accept or reject any and all donation requests.

Any property that is conveyed by donation to the WCLB will not be available for sale/transfer until the meeting following the approval of the donation by Board of Trustees.

Any property that is rejected for donation but is tax sale eligible, will be referred for an upcoming tax sale by the WCLB. The WCLB will send a letter to the requestor with that information.

Nothing in this section precludes acceptance of a donation of a tax sale eligible property.

Section 12. WCLB Garden Program

12.1 Individual Garden. The WCLB supports the use of vacant land for urban agriculture that improves the quality of life in the County's neighborhoods.

The WCLB may consider providing an individual or household temporary access to an unbuildable property for the applicant to maintain an individual garden. The intent is to provide an interim use for the land to eliminate blight and improve safety until development is possible. An applicant must live within 1 city block of the property. The applicant is not required to be an adjacent homeowner; however,

individual gardens are temporary, and the land remains available for development or available for the Yard Extension program if it meets the eligibility requirements.

Additional requirements The WCLB will require the applicant to maintain the garden and to maintain the sidewalk space (public right of way) outside of the garden, including snow removal and removal of overgrowth.

Acceptable Uses Subject to all necessary planning and zoning approvals, the applicant may enter and use the property for the following non-commercial, gardening purposes:

- a. To grow food, flowers, ornamental plants, and other landscaping;
- b. To compost in rodent-resistant containers;
- c. To place certain improvements to support the gardening use on the property with the prior written approval of the WCLB, such as tool sheds, fences, raised-beds, signs and bulletin boards (which may require a variance and/or a special use permit);
- d. No permanent structures may be installed on the property;
- e. Cars cannot be parked or repaired on the site; and
- f. The applicant must agree not to grow any plants regulated or prohibited by federal laws on the lot.

12.2 Community Gardens and Community-managed Open Spaces: The WCLB recognizes that community gardens encourage the productive use of vacant land, provide spaces for community building, socialization, educational, recreation and food production activities. The WCLB will support existing and established gardens that have capacity to sustain and maintain the land to ensure its viability.

Definitions A community garden is defined as one or more properties managed and maintained by a group of individuals to grow and harvest food or non-food items (such as flowers) for personal or group consumption, for donation, or for sale that is incidental in nature (i.e. not an Urban Farm). A community garden area may be divided into separate garden plots or orchard areas for cultivation by one or more individuals or may be farmed collectively by members of the group. A community garden may include common areas (such as hand tool storage sheds) maintained and used by the group. Community gardens may be used for recreational purposes, and improvements to facilitate such purposes may be allowed on a case-by-case basis upon review by the WCLB and with community support. Community-managed open spaces are spaces available to the public and may be used for recreational purposes or passive activities.

Gardens and Open Space requests must demonstrate how their project supports public priorities of:

- a. Eliminating blight
- b. Fostering neighborhood cohesion and a sense of community

The WCLB makes no representation or warranty as to the status of the property regarding the physical and environmental condition of the lot or its fitness for any use. Users are encouraged to take precautions against contaminants in the soil before consuming produce grown on site.

12.3 Requirements for Community Gardens:

- a. Entity may be held by nonprofit organizations or unincorporated nonprofit associations that are in an existing partnership with an established Neighborhood Group as verified by the Livable Neighborhoods division of Neighborhood Resource Center. This should be indicated by a letter from all organizations signed by appropriate members;
- b. Entity must work with the WCLB and Staff Advisory Team of the Unified Government to determine where the garden will be located within boundaries of neighborhood;
- c. Entity must provide maintenance and use plan which demonstrates its obligation to maintain the lot in a clean, safe, secure and sanitary condition, free of weeds, trash, debris, garbage, vermin and rats;
- d. Entity must comply with all existing codes and rules regarding vacant lots;
- e. Entity must obtain and pay for any and all permits and approvals required by the Unified Government or City's to construct or operate the site;
- f. Lot cannot be used to park, keep or store any motor vehicle, trailer, or boat at any time;
- g. Lot cannot be used to keep pets, animals or livestock on the lot;
- h. Entity must comply with all State and/or local laws, codes or ordinances;
- i. Entity must maintain the area within the public right-of-way, including both snow removal and removal of trash and debris to allow for passable sidewalks;
- j. Entity must agree not to grow any plants regulated or prohibited by federal laws on the lot; and
- k. Entities must agree in the lease to use the property at their own risk and accept the property "As-is".

**WYANDOTTE COUNTY LAND BANK
(WCLB)**

**ADMINISTRATIVE POLICY
AND
PROCEDURE GUIDELINES**

**APPROVED 03/26/15
UPDATED 05/09/19**

Wyandotte County Land Bank
Administrative Policy and Procedure Guidelines
As approved and adopted by the Board of Trustees
on April 27, 2018.

These policy and procedure guidelines are a consolidation and codification of all prior policies and procedures of the Wyandotte County Land Bank and supersede all such prior policies and procedures.

Section 1. Authority and Role

- 1.1 Establishment.** The Wyandotte County Land Bank (WCLB) was established by the Unified Government of Wyandotte County/Kansas City, Kansas (UG) by the power vested in it by K.S.A. 19-26,103 et. seq.
- 1.2 Governance.** The WCLB is governed by a Board of Trustees (BOT) comprised of the Mayor/Chief Executive and the UG Commissioners. The WCLB manager is charged with its administration.
- 1.3 Land Bank Advisory Board.** A Land Bank Advisory Board (LBAB) shall be available to advise the BOT and WCLB manager on matters relating to the business and affairs of the WCLB, and to suggest or be available for consultation with regard to projects, proposals and/or activities which the WCLB may undertake. The membership of the LBAB shall consist of eight representatives designated by the Executive Board of the Liveable Neighborhoods Task Force and, subject to the modification and approval of the County Administrator, representatives from the following UG Departments: Administration, Community Development, Delinquent Real Estate, Economic Development, GeoSpatial Services, Neighborhood Resource Center, Treasury, and Urban Planning and Land Use. The LBAB shall serve solely in an advisory capacity.
- 1.4 Governing Authority.** The core governing documents of the WCLB are the applicable state statutes and the UG Code of Ordinances. The policies and procedures set out in this document constitute guidelines only and the Board of Trustees reserves discretion to deviate therefrom when it deems appropriate.
- 1.5 Purpose.** The purpose of the WCLB is to return tax delinquent and distressed property to productive use that benefits the community.

Section 2. Priorities for Property Use

- 2.1 Government Use.** The first priority for use of real property of the WCLB is to make available its properties to local governments for public use and ownership.
- 2.2 Housing.** The first priority for use of real property of the WCLB for nongovernmental purposes is the production or rehabilitation of property for housing.
- 2.3 Other Purposes.** When there is no governmental purpose or use for a property, nor a feasible use for housing, the WCLB may consider permitting the property to be used for other community improvement purposes. These uses should be consistent with the following priorities:
 - a. Neighborhood revitalization;
 - b. The return of property to productive tax-paying status;
 - c. Land assemblage for economic development;
 - d. Long-term “banking” of properties for future strategic uses; and/or
 - e. The provision of financial resources for operating functions of the WCLB.
- 2.4 Neighborhood Consultation.** The WCLB encourages every applicant seeking to acquire property from the WCLB to demonstrate prior consultation with neighborhood associations and non-profit entities operating in the geographical area of the property.
- 2.5 City-Wide Master Plan.** The WCLB shall encourage the development and use of properties in a manner consistent with the UG City-Wide Master Plans and other government-approved plans.

Section 3. Priorities for Identity of Transferees.

- 3.1 Priority Transferees.** Except where limited by the terms of the acquisition of a property, the WCLB may, at its discretion, give priority to:
 - a. Government entities;
 - b. Non-profits that will hold title to the property on a long-term basis or hold title to the property for the purposes of subsequent reconveyance to private third parties for housing or other public purposes;
 - c. Other individuals and entities seeking to obtain the property for housing;

- d. Non-profit institutions such as academic and religious institutions;
- e. Entities that are a partnership, limited liability corporation or joint venture comprised of a private non-profit corporation and a private for-profit entity; and
- f. Individuals who own and occupy residential property for purposes of a yard extension disposition program.

3.2 Transferee Qualifications. All applicants seeking to acquire property from the WCLB, or to enter into transaction agreements with the WCLB, may be required to provide as part of their application information regarding, but not limited to:

- a. The legal status of the applicant, its organizational and financial structure;
- b. Its prior experience in developing and managing housing;
- c. The financial health and resources of the applicant; and/or
- d. Adequate plans for development.

3.3 Reserved Discretion. The WCLB reserves full and complete discretion to decline applications and proposed transaction agreements from individuals and entities that meet, among others, any of the following criteria:

- a. Failure to perform in prior transactions with the WCLB;
- b. Ownership of properties that became delinquent in ad valorem tax payments and remain delinquent in ad valorem tax payments during their ownership;
- c. Parties that are barred from transactions with local government entities;
- d. Inability to demonstrate sufficient experience and/or capacity to perform in accordance with the requirements of the WCLB;
- e. Ownership of properties that have a history of violations of state and/or local laws, codes or ordinances; and/or
- f. Properties that have been used by the transferee or a family member of the transferee as his or her personal residence at any time during the twelve (12) months immediately preceding the submission of application (except in rental cases).

Section 4. Priorities Concerning Neighborhood and Community Development.

4.1 Neighborhood and Community Development. The WCLB reserves the right to consider the impact of a property transfer on short and long-term neighborhood and community development plans. In doing so, the WCLB may prioritize the following in any order it deems appropriate:

- a. The preservation of existing stable and viable neighborhoods;

- b. Neighborhoods in which a proposed disposition will assist in halting a slowly occurring decline or deterioration;
- c. Neighborhoods that have recently experienced or are continuing to experience a rapid decline or deterioration;
- d. Geographic areas that are predominately non-viable for purposes of residential or commercial development; and/or
- e. Potential impact on areas targeted by a strategic development plan.

Section 5. Conveyances to the WCLB

5.1 Sources of Property Inventory. Sources of real property inventory of the WCLB include, but are not limited to, the following:

- a. Transfers from local governments;
- b. Acquisitions at tax foreclosure sales;
- c. Donations from private entities;
- d. Market purchases;
- e. Conduit transfers contemplating the simultaneous acquisition and disposition of property;
- f. Other transactions such as land banking agreements.

5.2 Policies Governing the Acquisition of Properties. In determining which, if any, properties might be acquired, the WCLB may consider the following circumstances and factors:

- a. Proposals and requests by individuals or entities in which specific properties are identified for ultimate acquisition and redevelopment.
- b. Residential properties that are occupied or are available for immediate occupancy without need for substantial rehabilitation.
- c. Improved properties that are the subject of an existing order for demolition of the improvements and/or meet the criteria for demolition of improvements.
- d. Vacant properties that are appropriate for the yard extension disposition program.
- e. Properties for which reutilization would be in support of strategic neighborhood stabilization and revitalization plans.
- f. Properties that would form a part of a land assemblage development plan.
- g. Properties that will generate operating resources for the functions of the WCLB.
- h. Properties that would allow for the creation or expansion of community, garden, green, and/or recreational space.

5.3 Transaction Agreements. In most cases involving conduit transfers and land banking agreements, a transaction agreement must be

approved in advance by the BOT and executed by the WCLB and the grantor of the property. In the case of conduit transfers, such a transaction will generally be in the form of an acquisition and disposition agreement prepared in accordance with these policies. In the case of a land banking relationship, such a transaction agreement will generally be in the form of a land banking agreement prepared in accordance with these policies. These transaction agreements shall be in form and content as deemed by the WCLB to be in the best interest of the WCLB, and shall include to the extent feasible specification of all documents and instruments contemplated by the transaction as well as the rights, duties and obligations of the parties.

- 5.4 Transactions Requiring Board of Trustees Approval.** WCLB BOT approval shall be required prior to any conduit transfer, land banking agreement, or any acquisition of property with improvements.
- 5.5 Title Assurance.** Generally, the WCLB requires all property acquired to have marketable title. In some instances, the WCLB may require a policy of title insurance or other assurances prior to acquiring a property.
- 5.6 Environmental Concerns.** The WCLB reserves full and complete discretion to require in all transactions that satisfactory evidence or assurances be provided that the property is not affected by or subject to environmental contamination.
- 5.7 Set Off Program.** Property that has been placed in the State of Kansas Set Off Program may be deemed ineligible for conveyance to the WCLB.

Section 6. Establishing Hold Areas

- 6.1 Hold Areas.** The WCLB shall work with the UG Economic Development Department and the WCLB BOT to identify geographical areas that are contemplated for development. After approval by the BOT, any Land Bank parcels in such areas shall be held for designated partnering developers and may not be available for other interested parties.

Section 7. Conveyances from the WCLB

- 7.1 Covenants, Conditions and Restrictions.** All conveyances by the WCLB to third parties shall include such covenants, conditions and restrictions as the WCLB deems, in its sole discretion, necessary and appropriate to ensure the use, rehabilitation and redevelopment of

the property in a manner consistent with the public purposes of the WCLB.

- 7.2 Deed Without Warranty.** All conveyances by the WCLB to third parties shall be by quitclaim deed.
- 7.3 Conveyances requiring Board of Trustees Approval.** With the exception of conveyances of property within a hold area to previously-approved, WCLB BOT-designated partnering developers, and properties subject to WCLB Rehab Program, all transfers of WCLB property shall require the approval of the BOT.
- 7.4 Conveyances pursuant to WCLB Rehab Program.** The WCLB Manager shall seek prior approval from the WCLB BOT for all properties entering the WCLB Rehab Program. Once the WCLB receives an offer from a contractor that meets the qualifications of the WCLB Rehab Program; the WCLB Manager will seek the approval of the County Administrator to commence the rehab and subsequent conveyance of the property.
- 7.5 Conveyance Reports to the Board of Trustees.** All transfers unilaterally authorized and completed by the WCLB manager shall be reported in writing to the Board of Trustees at the immediately following Neighborhood and Community Development Standing Committee meeting.
- 7.6 Conveyance Time Allowance.** All undeveloped Land Bank property shall be conveyed, and deed recorded within 180 days of Award and approval of the Land Bank Board of Trustees. Any property not conveyed within the above time period, and without a written extension from the Land Bank manager, will have Award voided and property returned to Land Bank Inventory. For any property awarded pursuant to a development/rehab agreement, the terms of said agreement shall control when such property will be conveyed.

Section 8. Collaboration with Not-For-Profit Entities

- 8.1 Transactions with Not-For-Profit Entities.** The WCLB is willing to enter into conduit transfers with not-for-profit corporate entities as outlined in this section. After executing an agreement with the WCLB, these not-for-profit corporate entities would secure donations of or purchase tax delinquent properties from owners, transfer these properties to the WCLB for waiver of taxes, and “buy back” these properties for development and/or rehabilitation.

- 8.2 Documentation of Lot Purchase.** The collaboration applicant must document the purchase process extensively. This documentation should include, at minimum, the following information per parcel:
- a. The total purchase price for the property, including the net proceeds paid or payable to the seller
 - b. The total amount spent to acquire the property (e.g. legal counsel, administrative costs).
 - c. The development or rehabilitation costs impacting the anticipated final sale price.
 - d. The total amount of delinquent ad valorem taxes, special assessments, and other liens and encumbrances against the property and the length of delinquency for each.
- 8.3 Maximum Costs.** The total of these costs should exceed the maximum allowable lot cost (i.e., the cost that will permit rehabilitation or development) before the WCLB may consider the waiver of back taxes in part or in total.
- 8.4 WCLB Discretion.** Some properties may present unusual or extenuating circumstances to the developer due to lack of funding for housing production or related costs. The WCLB reserves the right to evaluate and consider these properties case-by-case.

Section 9. Collaboration with For-Profit Entities

- 9.1 Transactions with For-Profit Entities.** The WCLB is willing to enter into conduit transfers with for-profit entities as outlined in this section. The corporate entities would secure donations of or purchase tax delinquent properties from owners, transfer these properties to the WCLB for waiver of taxes, and “buy back” these properties for use for development and/or rehabilitation.
- 9.2 Eligibility.** Eligibility for this option will be based on numerous criteria. Among others, these shall include geographical location of the property. The corporate entity must first identify and consult with any active non-profit entities that may have an interest in developing the property. If such interest exists, it may be required that the for-profit and non-profit forge an agreement for joint development.
- 9.3 Documentation of Lot Purchase.** The applicant must document the purchase process extensively. This documentation should include, at a minimum, the following information per parcel:
- a. The total purchase price for the property, including the net proceeds paid or payable to the seller.
 - b. The total amount spent to acquire the property (e.g. legal counsel, administrative costs, etc.).

- c. The development costs impacting the final sale price.
- d. The total amount of delinquent ad valorem taxes, special assessments, and other liens and encumbrances against the property and the length of delinquency for each.

9.4 Maximum Costs. The total of these costs should exceed the maximum allowable lot cost (i.e., the cost that will permit rehabilitation or development before the WCLB may consider the waiver of back taxes in total or in part.

9.5 WCLB Discretion. Some properties may present unusual or extenuating circumstances to the developer due to lack of funding for housing production or related costs. The WCLB reserves the right to evaluate and consider these properties case-by-case.

Section 10. Property for Community Improvements

10.1 Community Improvement Property. The WCLB is willing to accept donations of property to be transferred to a non-revenue generating, non tax-producing use that is for community improvement or other public purposes. Additionally, the WCLB is permitted to assemble tracts or parcels of property for community improvement or other public purposes.

10.2 Eligibility. Properties can be conveyed to the WCLB for waiver of delinquent taxes and then re-conveyed by the WCLB to be utilized for community improvement purposes including, but not limited to, community gardens, parking for non-profit functions such as a school or cultural center, or playground for after-school or day care. The application must demonstrate that no alternative tax-generating use is available for the property, and that the proposed community improvements are consistent with the area redevelopment plans and community revitalization.

10.3 Transferee. The application must identify and be signed by the ultimate transferee from the WCLB. The transferee should be a governmental entity, a not-for-profit property entity, or, in rare cases, a for-profit entity that is capable of holding and maintaining the property in the anticipated conditions and for the anticipated purposes.

10.4 Covenants, Conditions and Restrictions. The WCLB, in the conveyance of the property to the transferee, may require covenants, conditions and restrictions as necessary to ensure that the property is used for the contemplated community improvement or other public purposes.

Section 11. Conduit Transfers – Reasonable Equity Policy

- 11.1 Purpose.** In order to prevent benefits accruing to owners of property that is tax delinquent by virtue of the exercise of the tax waiver power of the WCLB, the WCLB establishes this reasonable equity policy guideline.
- 11.2 Definitions.** The reasonable equity policy is based on the value of the property and the equity of its owner. While any valuation is subjective, it can be reasonably estimated.
- a. “Fair Market Value” shall be determined by staff according to the County Appraiser’s valuation, in conjunction with the average sale price in a given community. The WCLB staff or WCLB BOT shall have full authority to require a professional appraisal for proposals that have significant variances in valuation and entail transactions in which the owner received consideration in excess of nominal compensation.
 - b. “Net Equity” shall mean the current fair market value, as determined by WCLB staff or the WCLB BOT, less the total amount of all liens and encumbrances (tax liens, associated interest and penalties, special assessments, mortgages, judgments, etc.).
- 11.3 Less than \$2,000 Net Equity.** To ensure that an owner does not receive unwarranted benefit, the WCLB will not consider transactions in which the owner’s net equity is less than \$2,000 and the owner receives more than nominal compensation for the sale of his property. Nominal compensation is hereby defined as \$2,000.
- 11.4 Equity in Excess of \$2,000.** To ensure that the owner does not receive an unwarranted benefit, the WCLB will not consider transactions in which the owner receives an amount greater than 75% of net equity.
- 11.5 Speculation.** To ensure that speculators do not seek to take advantage of the WCLB, staff shall closely review instances in which the owner is receiving money far in excess of his investment while consistently ignoring his tax responsibility. Particular attention shall be given to properties purchased in the past three years.
- 11.6 Excessive Sale Price.** In communities that are experiencing internal and surrounding redevelopment, it is unacceptable for an owner to seek a profit in excess of 75% of his net equity. Such an owner may believe that the market will bear more than is offered and would therefore be unwilling to sell the property for a reasonable amount. In

such an instance, it would likely fall to the Delinquent Real Estate Department to sell the property at a tax sale.

- 11.7 Non-Conforming Situations.** To ensure flexibility and protect the interests of the WCLB and the public, the WCLB BOT reserves the right to modify, change, or deviate from this policy, if a situation clearly warrants such action.
- 11.8 Strategic Importance.** To preserve the integrity of the WCLB's mission, all properties petitioned to the WCLB Board must pass the test of strategic importance. The WCLB may receive proposals that may pass other criteria, but which may not be crucial to the redevelopment of a neighborhood. Staff must be able to assure the WCLB BOT that the transaction is not simply allowable but a crucial component of the comprehensive redevelopment of a neighborhood. Such a transaction must be evaluated in terms of neighborhood redevelopment and ensure a long-term tax benefit to the Unified Government.

Section 12. Agreements for Temporary Use of Land

- 12.1 Lease-a-lot.** The WCLB may enter agreements for residents and organizations to participate in a Lease-a-lot program designed to encourage and support recreation including community-based greening and gardening of available vacant lots.
- a. .
 - a. The Land Bank Manager may execute lease agreements for residents and organizations to participate in a Lease Agreement program.
 - b. The agreements will be for a maximum 2-year term
 - c. The lot will not be available to be sold to another party during the term of the lease, **unless plans for single-family, multi-family, or commercial development are presented to the WCLB.**
 - d. The agreements will specify that the lot must be kept clean and that grass is mowed, or otherwise maintained in compliance with the appropriate City Code.
 - e. Participants must sign a Hold Harmless Agreement or add the WCLB to their insurance policies.
 - f. The agreements will permit minor building on the lot, if they are not permanently adhered to the lot, this may include establishing a source of water, fences and small structures provided there is compliance with all zoning and building code requirements.

Section 13. Yard Extension Disposition Program

- 13.1 Yard Extension Transfers.** Individual parcels of property may be acquired by the WCLB and transferred to individuals in accordance with the following policies. The transfer of any given parcel of property in the yard extension Disposition Program is subject to override by higher priorities as established by the WCLB.
- 13.2 Qualified Properties.** Parcels of property eligible for inclusion in the yard extension Disposition Program shall meet the following minimum criteria:
- a. The property shall be vacant unimproved real property;
 - b. The property shall be physically contiguous to adjacent owner-occupied residential property, with not less than a 75% common boundary line at the side;
 - c. The property shall consist of no more than one lot capable of development. Initial priority shall be given to the disposition of properties of insufficient size to permit independent development; and
 - d. No more than one lot may be transferred per contiguous lot.
- 13.3 Yard Extension Transferees.**
- a. All transferees must own the contiguous property, and priority is given to transferees who personally occupy the contiguous property.
 - b. The transferee must not own any real property (including both the contiguous lot and all other property in the County) that is subject to any un-remediated violations of state and/or local laws, codes or ordinances.
 - c. The transferee must not own any real property (including both the contiguous lot and all other property in the County) that is tax delinquent.
 - d. The transferee must not have been the prior owner of any real property in the County that was offered for sale as a result of tax foreclosure proceedings unless the WCLB approved the anticipated disposition prior to the effective date of completion of such tax foreclosure proceedings.
- 13.4 Lot Consolidation.** As a condition of transfer of a lot, the transferee must enter into an agreement that the lot transferred will be consolidated with the legal description of the contiguous lot, and not subject subdivision or partition within an agreed period of time following the date of transfer.

Section 14. Land Banking Program

14.1 Scope. As set forth in these policies and procedures, the land banking program consists of transactions in which a grantor transfers real property to the WCLB and the property is held by the WCLB pending a transfer back to the original grantor, to a grantee identified in a banking agreement, or to a third party selected by the WCLB.

14.2 Goals. The goals of this land banking program include but are not limited to the acquisition of real property for or on behalf of a governmental entity or not-for-profit corporation in order to:

- a. Permit advance acquisition of potential development sites in anticipation of rapidly rising land prices;
- b. Facilitate pre-development planning, financing, and structuring;
- c. Minimize or eliminate violations of housing and building codes and public nuisances on properties to be developed; and/or
- d. Hold parcels of land for future strategic governmental purposes such as housing development, opens spaces and green spaces.

14.2 Land Banking Optional. The WCLB is not required to enter into a banking agreement with any person or entity, and at all times retains full discretion and authority to decline to enter into a banking agreement. These policies are applicable only to real property of the WCLB which is acquired in accordance with an executed banking agreement and are not otherwise applicable to real property acquired by the WCLB pursuant to any other agreements or procedures.

14.3 Definitions. As used in these policies, the following terms shall have the definitions set forth:

- a. **“Banking Agreement”** shall mean a written agreement between a grantor and the WCLB which identifies the property, the length of the banking term, the potential grantee or grantees, the range of permissible uses of the property following transfer by the WCLB, the permitted encumbrances on the property, the rights and duties of the parties, the responsibility of the grantor for the holding costs, the possible advance funding of holding costs, the forms of the instruments of conveyance and such other matters as may be appropriate.
- b. **“Grantor”** shall mean the party that transfers or causes to be transferred to the WCLB a tract of property pursuant to a banking agreement.
- c. **“Grantee”** shall mean the party or parties identified in a banking agreement as the party or parties to whom the property is to be transferred from the WCLB.

- d. **"Holding Costs"** shall mean any and all costs, expenses, and expenditures incurred by the WCLB, whether as direct disbursements, as pro rata costs, or as administrative costs, that are attributable to the ownership and maintenance of a tract of property. The WCLB shall maintain records of the monthly holding costs for each property.
- e. **"Property"** shall mean the real property and improvements (if any) located thereon identified in a banking agreement and transferred to the WCLB pursuant to a banking agreement, together with all right, title and interest in appurtenances, benefits and easements related thereto.

14.4 Eligible Property. Property which is eligible for a banking agreement must either be (a) unimproved real property or (b) real property with unoccupied single-family residences.

- a. In the event that a tract of property contains improvements which are to be demolished or removed, such property may qualify as eligible property for a banking agreement so long as adequate and sufficient funds are placed in escrow at the time of the banking agreement closing so as to assure that all improvements will be demolished and removed within sixty (60) day of closing.
- b. Property that is ineligible for a banking agreement includes all other forms of improved real property, all real property which is occupied, and all real property that has been identified as containing hazardous substances and materials.

14.5 Eligible Grantors and Grantees. Parties eligible to be a grantor or a grantee are governmental entities and not-for-profit corporations defined as tax-exempt entities by the Internal Revenue Code. A limited partnership entity is eligible to be a grantor or grantee so long as a governmental entity or not-for-profit corporation has a controlling interest in such entity.

14.6 Title.

Unless and except to the extent expressly authorized in a banking agreement, property transferred to the WCLB pursuant to a banking agreement shall be fee simple title free and clear of all liens and encumbrances. The issuance of a policy of marketable title in favor of the UG may be required at the closing pursuant to the banking agreement containing such exceptions as are approved by the WCLB.

- a. Governmental liens may exist at the time of closing only if such liens are expressly acceptable to the WCLB.
- b. A mortgage or other security instrument may encumber property at the time of transfer to the WCLB provided that that the obligations secured by such instruments do not require

monthly or periodic payments by the WCLB to the mortgagee. Under no circumstances will the WCLB have direct liability to a mortgage pursuant to a security instrument. It is anticipated that each banking agreement that contemplates the transfer of property to the WCLB encumbered by a security instrument will require a separate written agreement between the mortgagee and the WCLB which provides, among other things, that:

1. The mortgagee expressly consents to the transfer to the WCLB;
 2. The mortgagee expressly subordinates its interests to covenants, conditions and restrictions as may be required by the WCLB; and
 3. Prior to the exercise of mortgagee rights under the security instrument, the mortgagee will request, on behalf of the grantor, the conveyance of the property to the grantor and pay to the WCLB the holding costs attributable to the property.
- c. At the time of closing pursuant to a banking agreement, all ad valorem taxes which are due and payable on the property must be paid in full. An exception to this requirement of no outstanding ad valorem tax liens may be granted:
1. When the grantor is acquiring the property from a third party and immediately conveying the property to the WCLB pursuant to a banking agreement, and
 2. The acquisition of the property by the grantor from the third party otherwise complies with the reasonable equity policy of the WCLB.

14.7 Length of Banking Term. A banking agreement may permit a maximum banking term of thirty-six (36) months for transactions in which the grantor is a not-for-profit entity, and sixty (60) months for transactions in which the grantor is a governmental entity.

14.8 Transfers at Request of Grantor. A banking agreement shall authorize a grantor to request a transfer of the property by the WCLB to a grantee at any time within the banking term.

- a. A conveyance by the WCLB to the grantee identified pursuant to a banking agreement shall occur within thirty (30) days of receipt of a written request for a transfer.
- b. As a condition precedent to the transfer by the WCLB, the full amount of holding costs incurred by the WCLB attributable to the property shall be paid to the WCLB. The WCLB shall provide to the grantor in accordance with section 13.13 a statement of the holding costs attributable to the property.

- c. At the time of the transfer by the WCLB to the grantee, the WCLB shall impose such restrictions and conditions on the use and development of the property in accordance with section 13.12 hereof and the applicable banking agreement.
- d. Conveyance by the WCLB to a grantee shall be by quitclaim deed.

14.9 Transfer at Request of WCLB. At any time and at all times during the term of a banking agreement, the WCLB shall have the right, in its sole discretion, to request in writing that the grantor or its designee accept a transfer of the property from the WCLB.

- a. A transfer by the WCLB pursuant to this section shall be subject to the same terms and conditions as set forth in section 13.8.
- b. In the event that the grantor (or its designee) is unwilling or unable to accept a transfer of the property from the WCLB, and reimburse the WCLB in full for the holding costs, then the WCLB shall have the right to terminate in writing the banking agreement. The property shall then become an asset of the WCLB and subject to use, control and disposition by the WCLB in its sole discretion subject only to the provisions of applicable statutes and ordinances.

14.10 Banking Agreement Closing. Within a time period specified in a fully executed banking agreement, a closing of the transfer of the property to the WCLB shall occur. At such closing, the fully executed instrument of conveyance and other closing documents shall be delivered by the appropriate party to the appropriate parties. The appropriate documents shall be immediately recorded, and a title insurance policy shall be issued. All costs of closing shall be borne by the grantor.

14.11 Holding Costs. Holding costs shall be paid as a condition precedent to a transfer of property from the WCLB. Either the grantor or the grantee can request in writing at any time a statement of the holding costs, which statement will be provided by the WCLB within fifteen (15) business days of receipt of the request. The WCLB shall also have the right to request in writing that the grantor or grantee reimburse on written demand the WCLB for holding costs. In the event that the WCLB is not timely reimbursed for its holding costs in response to its written request for reimbursement, the WCLB may request a transfer pursuant to section 13.9.

14.12 Public Purpose Restrictions. All property held by the WCLB and transferred by the WCLB pursuant to a banking agreement shall be subject to covenants and conditions providing that the property is to be used for the following goals:

- a. The production or rehabilitation of housing for persons with low incomes;
- b. The production or rehabilitation of housing for persons with low or moderate incomes;
- c. Community improvements; and/or
- d. Other public purposes.

Each banking agreement will specify the range of permissible uses and the manner in which such use restrictions is secured. Such restrictions and conditions may be imposed either in the form of contractual obligations, deed covenants, rights of reacquisition, or any combination thereof.

Section 15. Land Banking Donation Program

15.1 Donation to WCLB. The WCLB may only accept donated property(ies) that will advance the goals of the WCLB. The WCLB will only present requests to the Board of Trustees, for approval, when at least one or more of the following conditions are met:

- a. The property owner does not have the resources to properly care for the property or to comply with orders to correct code violations that are present, and evidence of the hardship has been presented.
- b. The property is located in an area targeted for redevelopment efforts or in a neighborhood with a large number of existing WCLB property.
- c. There is a written agreement with an owner of an adjoining property to purchase the property from the WCLB; this is only in reference to unimproved vacant lots in a non-targeted area.
- d. The property is a candidate for the WCLB Rehab Program without any conditions that would prohibit a donation.
- e. The Unified Government of Wyandotte County/Kansas City (UG), Kansas, City of Bonner Springs or City of Edwardsville has agreed to fund the demolition of an improved property within its City limits.

15.2 Exclusions and Exceptions

- a. Property(ies) with adverse environmental conditions or maintenance requirements will not be accepted without a satisfactory plan and funding in place for remediation, as determined by the UG.
- b. WCLB may require that donated property(s) be conveyed with clear and marketable title.

- c. Property(s) that are occupied may not be accepted as donations.
- d. WCLB shall not determine donation value for the purpose of tax benefits.
- e. Any exceptions to the provisions of the above must come before the Board of Trustees.

WCLB reserves the absolute right to accept or reject any and all donation requests.

Any property that is determined not to be an immediate need or could not be accepted by the WCLB and is determined to be tax sale eligible, will be referred for an upcoming tax sale by the WCLB. The WCLB will send a letter to the requestor with that information.

Section 16. Land Bank Rehab Program

16.1 Purpose. The WCLB Rehab Program provides qualified rehabbers access to a pipeline of distressed properties in the Wyandotte County area. The WCLB may facilitate the sale of property at a reduced price to selected qualified rehabbers. This program allows the purchase of vacant, blighted homes, once they are available in the WCLB inventory.

16.2 Goals. The WCLB Rehab Program supports efforts to stabilize and strengthen neighborhoods through collaboration between public, private, and nonprofit development partners. Through the program and working with development partners to rehabilitate blighted property, the WCLB will:

- a. Create affordable ownership opportunities to stabilize neighborhoods
- b. Improve the health, safety, durability and energy-efficiency of rehabilitated properties through the WCLB Housing Standards

16.3 Housing Stock. All property with improvements (residential) that are transferred to the WCLB will be boarded, secured and inspected to identify its place in the program. There are three (3) recommendations that these properties will fall under:

- a. Rehab – properties that show rehab potential will be made available to qualified rehabbers in the program.
- b. Demo – properties that are a danger to the public will be recommended to the UG Demo Department to be razed.
- c. Hold – properties that are rehab potential but are in a designated development hold area, may be put on hold and not available to the rehabbers.

Any commercial improvements received by WCLB will be evaluated in the same manner; these properties will have any debris removed and some possible demo performed to put property in a marketable position. All WCLB commercial property offers will be given preference to those that

will establish new/relocated businesses that will generate jobs for the County.

- 16.4 Rehabber Qualifications.** All interested rehabbers must go through a qualification process that includes submission of WCLB Rehab Program Application. The program will have two (2) Tiers of qualified rehabbers:
- a. Tier I – rehabber must be a formed company/corporation or identify as an investor. In order to qualify as a Tier 1 rehabber, the following must be provided:
 1. Copy of their current year Occupational Tax Receipt from the Unified Government of Wyandotte County / KCK Business License Department
 2. Must carry the appropriate amount of Insurance coverage, as outlined in the application, from a licensed Insurance provider and have the Wyandotte County Land Bank named as a Certificate Holder.
 - b. Tier II – if a rehabber cannot provide the requirements for a Tier I rehabber, then they must sign a Hold Harmless Waiver and must show proof of funding for the rehab to qualify for a house to rehab.
- 16.5 Availability for Rehabbers.** Any house that is identified as a rehab and not on hold will be made available for all Tier I rehabbers. The WCLB will schedule open houses for the Tier I rehabbers to attend to assess each property identified. All Tier I rehabbers will be sent offer packets with house information and a deadline to submit their offer. Any house that does not have an offer submitted by the deadline will then be offered to the Tier II group. The WCLB will schedule open houses for the Tier II rehabbers to attend to assess each property identified. All Tier II rehabbers will be sent offer packets with house information and a deadline to submit their offer.
- Any house that does not have an offer submitted by either group will be available for a later offer or any new Tier I or Tier II qualified rehabber.
- 16.6 Rehab Agreements.** The WCLB will review and score all offers received to determine if the offer is a qualified offer. Multiple offers for a single house will be ranked from highest to lowest and all highest ties will be broken by offer amount. The WCLB will negotiate with the top-ranking offeror and put an agreement together. As identified in Section 7.4, all offers must be approved by the County Administrator to commence the rehab and subsequent conveyance of the property. If approved, the awarded offeror will be sent an award letter and any non-offerors will be sent a non-award letter.
- 16.7 Filings.** The agreement approved by the County Administrator will be filed as a Sale Contract with Land Use Restrictions with the Wyandotte County Register of Deeds (ROD) office. The house will stay in the name of the WCLB until the passing of the final inspection from the WCLB staff.
- 16.8 Inspections & Permits.** The WCLB will require copies of all inspections conducted by the Unified Government of Wyandotte County / KCK

Building Inspection Department. WCLB Staff will perform progress inspections throughout the rehab.

Any Tier I rehab will consist of four (4) inspections:

- a. Initial Inspection – house is cleared of debris and any demo is complete prior to any repairs or rehab starts.
- b. Rough-In – staff has received an approved Building Inspection rough-in slip and any other pulled permits (Mechanical/Electrical/Plumbing - MEP).
- c. Progress – drywall is hung, and all other repairs are completed.
- d. Final - house has passed all inspections and copies have been received by the WCLB, house has passed the Building Inspection Final Inspection. Staff will do final walk thru.

Any Tier II rehab will consist of monthly inspections done by WCLB staff and will incorporate the Tier I inspections but also allow the WCLB to closely monitor the progress.

When staff has verified the house has passed WCLB final inspection, the WCLB Manager will prepare and file a Quit Claim Deed (QCD) w/ROD office.

16.9 Extensions & Penalties. If the rehab completion date stipulated in the agreement cannot be met, the Rehabber may request an extension of the completion date. Extensions of time to complete the rehab are at the WCLB's discretion and, if granted, will be under the following guidelines:

- a. The request for extension must be made to the WCLB Manager, utilizing the WCLB Extension Request Form. The request must include the cause of the delay and plan to complete the rehab in time requested. In case of delays not at fault by the rehabber, the WCLB may waive the extension fee.
- b. The request for extension must be received by the WCLB Manager no later than 5 calendar days prior to the expiration date of the WCLB Rehab Program Extension Request Form given at beginning of rehab.
- c. The extension will be granted for a max of 60-day calendar period. The extension fees are due to the WCLB Manager when the WCLB Extension Request Form is submitted. These fees must accompany the extension request and be a nonrefundable cashier's check or money order, payable to the Wyandotte County Land Bank, in the full amount of the extension.
 1. Day 1 to 30 - \$5.00 per day
 2. Day 31 to 60 - \$10.00 per day
- d. If the granted extension period expires and the rehab has not passed the City's Final Inspection and the WCLB's Final Inspection, a penalty of \$500.00 per 30 days will be enforced. Each 30-day period will not be prorated and must be paid in full before the WCLB will file the Quit Claim Deed to the Rehabber granting them full rights to the property.
- e. The granting of an initial extension period does not obligate the WCLB to grant additional extensions.

- f. Extension fees paid are retained by the WCLB and not reimbursed if rehab is concluded before the end of time requested.

The WCLB reserves the right to waive any extension costs or penalties.

16.10 Tier I Rehabber Threshold. Any Tier I rehabber may make no more than three (3) offers on any newly acquired rehab houses. The maximum number of houses a Tier I may be rehabbing is six (6), if a Tier I rehabber has 6 open rehabs and submits an offer for new houses, their offer will not be accepted. A Tier 1 rehabber may make the proper number of offers that could get them to the threshold.

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Staff Request for Commission Action

Tracking No. 19893

Full Commission Meeting Date: 8/29/19

Committee: Neighborhood & Community Development

Date of Standing Committee Action: 8/19/19

(If none, please explain):

Publication Required: No

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
8/21/2019	Chris Slaughter	x8977	CSlaughter@wycokck.org	Land Bank

Item Description:

The Land Bank Manager respectfully request that the Neighborhood & Community Development Committee review the proposed item and forward it to the Land Bank Board of Trustees for final consideration.

Item - Northeast Hold Lift

Action Requested:

The Land Bank Manager respectfully request that the Neighborhood & Community Development Committee approve the above item and forward it to the Land Bank Board of Trustees for final approval.

This item is for approval.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Memo to WCLB BOT - Hold NE



Wyandotte County Land Bank

Economic Development Department

701 North 7th St., 4th Floor
Kansas City, Kansas 66101

Phone: (913) 573-5730
Fax: (913) 573-5745
Email: cslaughter@wycokck.org

MEMORANDUM

TO: Wyandotte County Land Bank Board of Trustees

FROM: Chris Slaughter, Manager 

DATE: August 7, 2019

SUBJECT: Proposed Hold Area – NE Master Plan Area - UPDATE

On **April 11, 2019** The Wyandotte County Land Bank Board of Trustees approved a request by the Land Bank Manager to place a hold on all Land Bank property within the boundaries of the Northeast Master Plan Area. The Land Bank, with assistance from the Land Asset Management Team has been working on Policy changes to make the Land Bank more strategic in the sale(s) of vacant property throughout the County. **That hold is set to expire on September 6, 2019.**

The Land Bank Manager is requesting that hold be lifted, and all applications will be presented in upcoming meetings for presentation.

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Staff Request for Commission Action

Tracking No. 19894

Full Commission Meeting Date: 8/29/19

Committee: Neighborhood & Community Development

Date of Standing Committee Action: 8/19/19

(If none, please explain):

Publication Required: No

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
8/21/2019	Chris Slaughter	x8977	CSlaughter@wycokck.org	Land Bank

Item Description:

The Land Bank Manager respectfully request that the Neighborhood & Community Development Committee review the proposed item and forward it to the Land Bank Board of Trustees for final consideration.

Item (1) - Applications (11)

Action Requested:

The Land Bank Manager respectfully request that the Neighborhood & Community Development Committee approve the above item and forward it to the Land Bank Board of Trustees for final approval.

This item is for approval.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Applications

WYANDOTTE COUNTY LAND BANK - APPLICATIONS

APPLICANT	APPLICANT ADDRESS	LAND BANK ADDRESS	PROPOSED USE	STANDING COMMITTEE RECOMMENDATION
Leon Means	1107 State Ave	1109 State Ave	Yard Extension	APPROVED
Maria Hernandez	1049 Ella Ave	1051 Ella Ave	Yard Extension	APPROVED
Maverick Rodriguez	1432 Armstrong Ave	1508 Armstrong Ave	Yard Extension	APPROVED
Micheal Walker	2438 S 18th St	2436 S 18th St	Yard Extension	APPROVED
Ahmad Noory	719 S 9th St	717 S 19th St	Yard Extension	APPROVED
Gobee Corporation, Inc.	1041 Armstrong Ave	1043 Armstrong Ave	Yard Extension	APPROVED
Hector Gonzalez	1125 Osage Ave	1129 Osage Ave	Property Acquisition	APPROVED
Isreal Garcia	Kansas City, MO	1258 Southwest Blvd	Art Garden	APPROVED
Pillar KC, LLC	Olathe, KS	20 Kansas Ave	New Construction	APPROVED
M Star Holdings, LLC	1822 N 13th St	1824 N 13th St	Parking Lot	APPROVED
M Star Holdings, LLC	1822 N 13th St	1308 Wood Ave	Parking Lot	APPROVED

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Application to Purchase a Vacant Land Bank Property as Yard Extension

Use this application if the following is correct:

- You are the Owner of Record of an adjacent occupied structure that shares a property line with an undeveloped Land Bank lot and wish to acquire the lot to expand your property.

Separate applications are available to purchase property for new construction or the rehab of an existing residential or commercial structure. WCLB property that is determined to be developable may not qualify for the Yard Extension program.

Program Requirements and Policies:

- All properties for sale are listed on the WCLB website. Not all land bank properties are available for sale— if a property is on the “Hold” listing, it may not currently be for sale.
- An application is required for all purchases of property. Applications are not considered until all required information is provided. If an application is incomplete, it may be rejected or other completed applications will be given priority.
- Applications will automatically be rejected if the applicant is currently tax delinquent or has any outstanding code violations on any property owned in Wyandotte County.
- WCLB reserves the absolute right to accept or reject any and all applications and offers for purchase. In cases of multiple applications, the WCLB will give precedence to applications from adjacent, occupied homeowners.
- Splitting a Land Bank lot for two adjacent owners – In a case where two property owners of record apply for a lot, the WCLB may split the parcel between the two owners.
- All transfers include deed restrictions and/or a reversionary clause allowing the WCLB to regain ownership and possession of the property if the buyer fails to meet the restrictions placed on the property.
- The Wyandotte County Land Bank Board of Trustees (LBBOT) must approve all application(s) in order for the WCLB to transfer property.
- Closings are held at the WCLB offices. The WCLB will only accept cashier's checks or money orders made payable to the **Wyandotte County Land Bank**.
- All property is sold “as-is”. The buyer agrees to accept the property in its “as is” condition, without any warranties or representations by the WCLB. The buyer agrees to hold harmless and release the WCLB and the Unified Government of Wyandotte/KCK (UG) for all conditions known or unknown to the property.
- The buyer agrees to indemnify, protect, hold harmless, defend, and release the WCLB and UG from any claims, losses, damages, costs, or expenses including, without limitation, all reasonable attorneys' fees asserted against, incurred, or suffered by the WCLB resulting from any contract breaches, personal injuries, or property damages occurring in, on, about, or related to the property resulting from any causes, except resulting from the acts or omissions of the WCLB or the WCLB agents, employees, or contractors. Nothing in this article restricts the WCLB rights and remedies available at law or in equity.

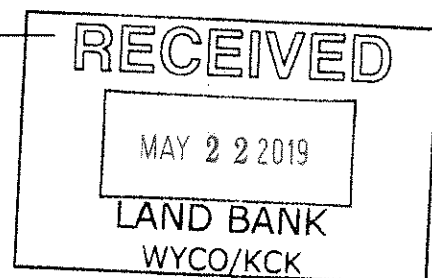
Signature (Required)

I have read and understand the information provided above and contained in this application.

Leon Means
Sign here

Date 5-22-2019

LEON MEANS
Print Name



#91

Application to Purchase a Vacant Land Bank Property as Yard Extension

Land Bank Property You Wish to Purchase: 1109 State Avenue

Parcel ID Number: 080758

Applicant Information (Please Print)

Name: LEON MCANUS

Company/Organization: _____

Mailing Address: 1107 STATE AVE KANSAS CITY, KS 66102

Phone Number(s): [REDACTED]

E-mail(s): _____

Address of the adjacent structure you own: 1107 STATE AVE

Do you live in the adjacent structure above? Yes ☒ No ☐

Please Respond to the Following Questions:

1. Are you currently delinquent on property taxes for any property owned in Wyandotte County?
Please explain a "yes" answer on a separate attachment.
Yes _____ No ☒
2. Do you currently have a notice from the Code Enforcement Department indicating that you are in violation of City Code? Please explain a "yes" answer on a separate attachment.
Yes _____ No ☒

Note: As a part of the review of this application, WCLB staff will review records from other UG Offices, such as Code Enforcement, Treasury and other available records. Failure to honestly answer these questions may result in the rejection of the application.

Signature (Required)

I hereby authorize the Wyandotte County Land Bank to obtain information necessary to verify the information supplied in this application. All the information that I have provided is accurate to the best of my knowledge, and will remain confidential.

Leon McAnus Date 5-22-2019
Sign here

LEON MCANUS
Print Name

Application to Purchase a Vacant Land Bank Property as Yard Extension

Use this application if the following is correct:

- You are the Owner of Record of an adjacent occupied structure that shares a property line with an undeveloped Land Bank lot and wish to acquire the lot to expand your property.

Separate applications are available to purchase property for new construction or the rehab of an existing residential or commercial structure. WCLB property that is determined to be developable may not qualify for the Yard Extension program.

Program Requirements and Policies:

- All properties for sale are listed on the WCLB website. Not all land bank properties are available for sale—if a property is on the “Hold” listing, it may not currently be for sale.
- An application is required for all purchases of property. Applications are not considered until all required information is provided. If an application is incomplete, it may be rejected or other completed applications will be given priority.
- Applications will automatically be rejected if the applicant is currently tax delinquent or has any outstanding code violations on any property owned in Wyandotte County.
- WCLB reserves the absolute right to accept or reject any and all applications and offers for purchase. In cases of multiple applications, the WCLB will give precedence to applications from adjacent, occupied homeowners.
- Splitting a Land Bank lot for two adjacent owners – In a case where two property owners of record apply for a lot, the WCLB may split the parcel between the two owners.
- All transfers include deed restrictions and/or a reversionary clause allowing the WCLB to regain ownership and possession of the property if the buyer fails to meet the restrictions placed on the property.
- The Wyandotte County Land Bank Board of Trustees (LBBOT) must approve all application(s) in order for the WCLB to transfer property.
- Closings are held at the WCLB offices. The WCLB will only accept cashier’s checks or money orders made payable to the **Wyandotte County Land Bank**.
- All property is sold “as-is”. The buyer agrees to accept the property in its “as is” condition, without any warranties or representations by the WCLB. The buyer agrees to hold harmless and release the WCLB and the Unified Government of Wyandotte/KCK (UG) for all conditions known or unknown to the property.
- The buyer agrees to indemnify, protect, hold harmless, defend, and release the WCLB and UG from any claims, losses, damages, costs, or expenses including, without limitation, all reasonable attorneys’ fees asserted against, incurred, or suffered by the WCLB resulting from any contract breaches, personal injuries, or property damages occurring in, on, about, or related to the property resulting from any causes, except resulting from the acts or omissions of the WCLB or the WCLB agents, employees, or contractors. Nothing in this article restricts the WCLB rights and remedies available at law or in equity.

Signature (Required)

I have read and understand the information provided above and contained in this application.

Maria Hernandez
Sign here

Date 6/4/19

Maria G Hernandez per
Print Name



#92

Application to Purchase a Vacant Land Bank Property as Yard Extension

Land Bank Property You Wish to Purchase: 1051 Ella ave

Parcel ID Number: 092638

Applicant Information (Please Print)

Name: Maria Hernandez Perez

Company/Organization: N/A

Mailing Address: 76 S 7th Street

Phone Number(s): [REDACTED]

E-mail(s): [REDACTED]

Address of the adjacent structure you own: 1049 Ella ave

Do you live in the adjacent structure above? Yes ☒ No ☐

Please Respond to the Following Questions:

1. Are you currently delinquent on property taxes for any property owned in Wyandotte County?
Please explain a "yes" answer on a separate attachment.
Yes ☐ No ☒
2. Do you currently have a notice from the Code Enforcement Department indicating that you are in violation of City Code? Please explain a "yes" answer on a separate attachment.
Yes ☐ No ☒

Note: As a part of the review of this application, WCLB staff will review records from other UG Offices, such as Code Enforcement, Treasury and other available records. Failure to honestly answer these questions may result in the rejection of the application.

Signature (Required)

I hereby authorize the Wyandotte County Land Bank to obtain information necessary to verify the information supplied in this application. All the information that I have provided is accurate to the best of my knowledge, and will remain confidential.

Maria Hernandez Date 6/4/2019
Sign here

Maria G Hernandez Perez
Print Name

Application to Purchase a Vacant Land Bank Property as Yard Extension

Use this application if the following is correct:

- You are the Owner of Record of an adjacent occupied structure that shares a property line with an undeveloped Land Bank lot and wish to acquire the lot to expand your property.

Separate applications are available to purchase property for new construction or the rehab of an existing residential or commercial structure. WCLB property that is determined to be developable may not qualify for the Yard Extension program.

Program Requirements and Policies:

- All properties for sale are listed on the WCLB website. Not all land bank properties are available for sale—if a property is on the "Hold" listing, it may not currently be for sale.
- An application is required for all purchases of property. Applications are not considered until all required information is provided. If an application is incomplete, it may be rejected or other completed applications will be given priority.
- Applications will automatically be rejected if the applicant is currently tax delinquent or has any outstanding code violations on any property owned in Wyandotte County.
- WCLB reserves the absolute right to accept or reject any and all applications and offers for purchase. In cases of multiple applications, the WCLB will give precedence to applications from adjacent, occupied homeowners.
- Splitting a Land Bank lot for two adjacent owners – In a case where two property owners of record apply for a lot, the WCLB may split the parcel between the two owners.
- All transfers include deed restrictions and/or a reversionary clause allowing the WCLB to regain ownership and possession of the property if the buyer fails to meet the restrictions placed on the property.
- The Wyandotte County Land Bank Board of Trustees (LBBOT) must approve all application(s) in order for the WCLB to transfer property.
- Closings are held at the WCLB offices. The WCLB will only accept cashier's checks or money orders made payable to the **Wyandotte County Land Bank**.
- All property is sold "as-is". The buyer agrees to accept the property in its "as is" condition, without any warranties or representations by the WCLB. The buyer agrees to hold harmless and release the WCLB and the Unified Government of Wyandotte/KCK (UG) for all conditions known or unknown to the property.
- The buyer agrees to indemnify, protect, hold harmless, defend, and release the WCLB and UG from any claims, losses, damages, costs, or expenses including, without limitation, all reasonable attorneys' fees asserted against, incurred, or suffered by the WCLB resulting from any contract breaches, personal injuries, or property damages occurring in, on, about, or related to the property resulting from any causes, except resulting from the acts or omissions of the WCLB or the WCLB agents, employees, or contractors. Nothing in this article restricts the WCLB rights and remedies available at law or in equity.

Signature (Required)

I have read and understand the information provided above and contained in this application.

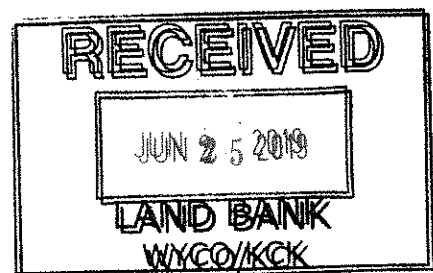
MAR

Sign here

Date 6-25-19

Maverick A Rodriguez

Print Name



#104

Application to Purchase a Vacant Land Bank Property as Yard Extension

Land Bank Property You Wish to Purchase: 1508 Armstrong Ave

Parcel ID Number: 091527

Applicant Information (Please Print)

Name: Maverick A. Rodriguez

Company/Organization: _____

Mailing Address: 1432 Armstrong Ave. Kansas city KS 66102

Phone Number(s): [REDACTED]

E-mail(s): [REDACTED]

Address of the adjacent structure you own: 1432 Armstrong Ave. Kansas city KS 66102

Do you live in the adjacent structure above? Yes ☒ No ☐

Please Respond to the Following Questions:

1. Are you currently delinquent on property taxes for any property owned in Wyandotte County?
Please explain a "yes" answer on a separate attachment.
Yes _____ No ☒
2. Do you currently have a notice from the Code Enforcement Department indicating that you are in violation of City Code? Please explain a "yes" answer on a separate attachment.
Yes _____ No ☒

Note: As a part of the review of this application, WCLB staff will review records from other UG Offices, such as Code Enforcement, Treasury and other available records. Failure to honestly answer these questions may result in the rejection of the application.

Signature (Required)

I hereby authorize the Wyandotte County Land Bank to obtain information necessary to verify the information supplied in this application. All the information that I have provided is accurate to the best of my knowledge, and will remain confidential.

MAR Date 6-25-19
Sign here

Maverick A Rodriguez
Print Name

Application to Purchase a Vacant Land Bank Property as Yard Extension

Use this application if the following is correct:

- You are the Owner of Record of an adjacent occupied structure that shares a property line with an undeveloped Land Bank lot and wish to acquire the lot to expand your property.

Separate applications are available to purchase property for new construction or the rehab of an existing residential or commercial structure. WCLB property that is determined to be developable may not qualify for the Yard Extension program.

Program Requirements and Policies:

- All properties for sale are listed on the WCLB website. Not all land bank properties are available for sale— if a property is on the “Hold” listing, it may not currently be for sale.
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- The buyer agrees to indemnify, protect, hold harmless, defend, and release the WCLB and UG from any claims, losses, damages, costs, or expenses including, without limitation, all reasonable attorneys’ fees asserted against, incurred, or suffered by the WCLB resulting from any contract breaches, personal injuries, or property damages occurring in, on, about, or related to the property resulting from any causes, except resulting from the acts or omissions of the WCLB or the WCLB agents, employees, or contractors. Nothing in this article restricts the WCLB rights and remedies available at law or in equity.

Signature (Required)

I have read and understand the information provided above and contained in this application.

Michael Walker
Sign here

Date 7-26-2019

Michael Walker
Print Name



#129

Application to Purchase a Vacant Land Bank Property as Yard Extension

Land Bank Property You Wish to Purchase: 2436 S. 18 St

Parcel ID Number: 908604

Applicant Information (Please Print)

Name: Michael Walker

Company/Organization: _____

Mailing Address: 2428 S. 18th St

Phone Number(s): _____

E-mail(s): _____

Address of the adjacent structure you own: 2438 S. 18 St

Do you live in the adjacent structure above? Yes ___ N X

Please Respond to the Following Questions:

1. Are you currently delinquent on property taxes for any property owned in Wyandotte County?
Please explain a "yes" answer on a separate attachment.
Yes _____ No X
2. Do you currently have a notice from the Code Enforcement Department indicating that you are in violation of City Code? Please explain a "yes" answer on a separate attachment.
Yes _____ No X

Note: As a part of the review of this application, WCLB staff will review records from other UG Offices, such as Code Enforcement, Treasury and other available records. Failure to honestly answer these questions may result in the rejection of the application.

Signature (Required)

I hereby authorize the Wyandotte County Land Bank to obtain information necessary to verify the information supplied in this application. All the information that I have provided is accurate to the best of my knowledge, and will remain confidential.

Michael Walker Date 7-26-19
Sign here

Michael Walker
Print Name

Application to Purchase a Vacant Land Bank Property as Yard Extension

Use this application if the following is correct:

- You are the Owner of Record of an adjacent occupied structure that shares a property line with an undeveloped Land Bank lot and wish to acquire the lot to expand your property.

Separate applications are available to purchase property for new construction or the rehab of an existing residential or commercial structure. WCLB property that is determined to be developable may not qualify for the Yard Extension program.

Program Requirements and Policies:

- All properties for sale are listed on the WCLB website. Not all land bank properties are available for sale— if a property is on the "Hold" listing, it may not currently be for sale.
- An application is required for all purchases of property. Applications are not considered until all required information is provided. If an application is incomplete, it may be rejected or other completed applications will be given priority.
- Applications will automatically be rejected if the applicant is currently tax delinquent or has any outstanding code violations on any property owned in Wyandotte County.
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- Splitting a Land Bank lot for two adjacent owners – In a case where two property owners of record apply for a lot, the WCLB may split the parcel between the two owners.
- All transfers include deed restrictions and/or a reversionary clause allowing the WCLB to regain ownership and possession of the property if the buyer fails to meet the restrictions placed on the property.
- The Wyandotte County Land Bank Board of Trustees (LBBOT) must approve all application(s) in order for the WCLB to transfer property.
- Closings are held at the WCLB offices. The WCLB will only accept cashier's checks or money orders made payable to the **Wyandotte County Land Bank**.
- All property is sold "as-is". The buyer agrees to accept the property in its "as is" condition, without any warranties or representations by the WCLB. The buyer agrees to hold harmless and release the WCLB and the Unified Government of Wyandotte/KCK (UG) for all conditions known or unknown to the property.
- The buyer agrees to indemnify, protect, hold harmless, defend, and release the WCLB and UG from any claims, losses, damages, costs, or expenses including, without limitation, all reasonable attorneys' fees asserted against, incurred, or suffered by the WCLB resulting from any contract breaches, personal injuries, or property damages occurring in, on, about, or related to the property resulting from any causes, except resulting from the acts or omissions of the WCLB or the WCLB agents, employees, or contractors. Nothing in this article restricts the WCLB rights and remedies available at law or in equity.

Signature (Required)

I have read and understand the information provided above and contained in this application.

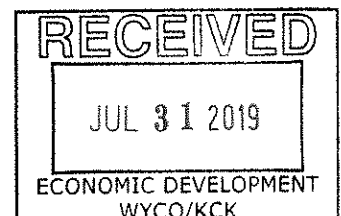
Sign here

Date

7/31/19

Print Name

AHMAD NOOR



#138

Application to Purchase a Vacant Land Bank Property as Yard Extension

Land Bank Property You Wish to Purchase: Vacant Land 717 S. 94th St

Parcel ID Number: 072940

Applicant Information (Please Print)

Name: AHMAD Noory

Company/Organization: _____

Mailing Address: 816 OSAGE AVE. KC KS 66105

Phone Number(s): _____

E-mail(s): _____

Address of the adjacent structure you own: _____

Do you live in the adjacent structure above? Yes X No _____

Please Respond to the Following Questions:

1. Are you currently delinquent on property taxes for any property owned in Wyandotte County?
Please explain a "yes" answer on a separate attachment.
Yes _____ No X
2. Do you currently have a notice from the Code Enforcement Department indicating that you are in violation of City Code? Please explain a "yes" answer on a separate attachment.
Yes _____ No X

Note: As a part of the review of this application, WCLB staff will review records from other UG Offices, such as Code Enforcement, Treasury and other available records. Failure to honestly answer these questions may result in the rejection of the application.

Signature (Required)

I hereby authorize the Wyandotte County Land Bank to obtain information necessary to verify the information supplied in this application. All the information that I have provided is accurate to the best of my knowledge, and will remain confidential.

Sign here

Date 7/31/19

Print Name

AHMAD Noory

Application to Purchase a Vacant Land Bank Property as Yard Extension

Use this application if the following is correct:

- You are the Owner of Record of an adjacent occupied structure that shares a property line with an undeveloped Land Bank lot and wish to acquire the lot to expand your property.

Separate applications are available to purchase property for new construction or the rehab of an existing residential or commercial structure. WCLB property that is determined to be developable may not qualify for the Yard Extension program.

Program Requirements and Policies:

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- All property is sold "as-is". The buyer agrees to accept the property in its "as is" condition, without any warranties or representations by the WCLB. The buyer agrees to hold harmless and release the WCLB and the Unified Government of Wyandotte/KCK (UG) for all conditions known or unknown to the property.
- The buyer agrees to indemnify, protect, hold harmless, defend, and release the WCLB and UG from any claims, losses, damages, costs, or expenses including, without limitation, all reasonable attorneys' fees asserted against, incurred, or suffered by the WCLB resulting from any contract breaches, personal injuries, or property damages occurring in, on, about, or related to the property resulting from any causes, except resulting from the acts or omissions of the WCLB or the WCLB agents, employees, or contractors. Nothing in this article restricts the WCLB rights and remedies available at law or in equity.

Signature (Required)

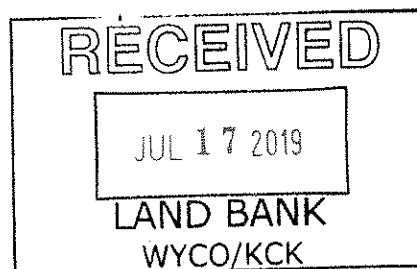
I have read and understand the information provided above and contained in this application.

Sign here

Robert A. Vile

Date 7-17-2019

Robert Vile for Gobee Corporation
Print Name



#125

Application to Purchase a Vacant Land Bank Property as Yard Extension

Land Bank Property You Wish to Purchase: 1043 Armstrong Ave
Parcel ID Number: 080445

Applicant Information (Please Print)

Name: Robert Vile

Company/Organization: Gobee Corporation Inc.

Mailing Address: 109 E. 2nd Bonner Springs, KS 66012

Phone Number(s): [REDACTED]

E-mail(s): [REDACTED]

Address of the adjacent structure you own: 1041 Armstrong

Do you live in the adjacent structure above? ~~Yes~~ No *

Please Respond to the Following Questions:

1. Are you currently delinquent on property taxes for any property owned in Wyandotte County?
Please explain a "yes" answer on a separate attachment.
Yes _____ No * *
2. Do you currently have a notice from the Code Enforcement Department indicating that you are in violation of City Code? Please explain a "yes" answer on a separate attachment.
Yes _____ No *

Note: As a part of the review of this application, WCLB staff will review records from other UG Offices, such as Code Enforcement, Treasury and other available records. Failure to honestly answer these questions may result in the rejection of the application.

Signature (Required)

I hereby authorize the Wyandotte County Land Bank to obtain information necessary to verify the information supplied in this application. All the information that I have provided is accurate to the best of my knowledge, and will remain confidential.

Robert A Vile Date 7-17-2019
Sign here

Robert Vile for Gobee Corporation
Print Name

Application to Purchase a Vacant Land Bank Property as Yard Extension

Use this application if the following is correct:

- You are the Owner of Record of an adjacent occupied structure that shares a property line with an undeveloped Land Bank lot and wish to acquire the lot to expand your property.

Separate applications are available to purchase property for new construction or the rehab of an existing residential or commercial structure. WCLB property that is determined to be developable may not qualify for the Yard Extension program.

Program Requirements and Policies:

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- The buyer agrees to indemnify, protect, hold harmless, defend, and release the WCLB and UG from any claims, losses, damages, costs, or expenses including, without limitation, all reasonable attorneys' fees asserted against, incurred, or suffered by the WCLB resulting from any contract breaches, personal injuries, or property damages occurring in, on, about, or related to the property resulting from any causes, except resulting from the acts or omissions of the WCLB or the WCLB agents, employees, or contractors. Nothing in this article restricts the WCLB rights and remedies available at law or in equity.

Signature (Required)

I have read and understand the information provided above and contained in this application.

Hector Gonzalez Date 7-19-19
Sign here

Hector Gonzalez
Print Name



Application to Purchase a Vacant Land Bank Property as Yard Extension

Land Bank Property You Wish to Purchase: 1129 OSAGE AVE. KC KS 66105

Parcel ID Number: 072531

Applicant Information (Please Print)

Name: HECTOR GONZALEZ

Company/Organization: _____

Mailing Address: 936 Shawnee Rd

Phone Number(s) [REDACTED]

E-mail(s): [REDACTED]

Address of the adjacent structure you own: 1125 OSAGE AVE

Do you live in the adjacent structure above? Yes ___ No X

Please Respond to the Following Questions:

1. Are you currently delinquent on property taxes for any property owned in Wyandotte County?
Please explain a "yes" answer on a separate attachment.
Yes _____ No X
2. Do you currently have a notice from the Code Enforcement Department indicating that you are in violation of City Code? Please explain a "yes" answer on a separate attachment.
Yes _____ No X

Note: As a part of the review of this application, WCLB staff will review records from other UG Offices, such as Code Enforcement, Treasury and other available records. Failure to honestly answer these questions may result in the rejection of the application.

Signature (Required)

I hereby authorize the Wyandotte County Land Bank to obtain information necessary to verify the information supplied in this application. All the information that I have provided is accurate to the best of my knowledge, and will remain confidential.

HECTOR GONZALEZ Date 7-19-19
Sign here

HECTOR GONZALEZ
Print Name

Application for Land Bank Property Acquisition

Use this application if:

- You are purchasing an undeveloped Land Bank property that is not adjacent to any property that you own.

Separate applications are available to purchase property for yard extension, new construction or the rehab of an existing residential or commercial structure. WCLB property that is determined to be developable may not qualify for this program.

Program Requirements and Policies:

- All properties for sale are listed on the WCLB website. Not all land bank properties are available for sale—if a property is on the “Hold” listing, it may not currently be for sale.
- An application is required for all purchases of property. Applications are not considered until all required information is provided. If an application is incomplete, it may be rejected or other completed applications will be given priority.
- Applications will automatically be rejected if the applicant is currently tax delinquent or has any outstanding code violations on any property owned in Wyandotte County.
- WCLB reserves the absolute right to accept or reject any and all applications and offers for purchase. In cases of multiple applications, the WCLB will give precedence to applications from adjacent, occupied homeowners
- All transfers include deed restrictions and/or a reversionary clause allowing the WCLB to regain ownership and possession of the property if the buyer fails to meet the following restrictions placed on the property.
 - Property owner must not obtain any code violations
 - Property owner must pay property taxes within the allotted time frame
 - Property owner must not sell the property for a period of 36 months
- The Wyandotte County Land Bank Board of Trustees (LBBOT) must approve all application(s) in order for the WCLB to transfer property.
- Closings are held at the WCLB offices. The WCLB will only accept cashier's checks or money orders made payable to the **Wyandotte County Land Bank**.
- All property is sold “as-is”. The buyer agrees to accept the property in its “as is” condition, without any warranties or representations by the WCLB. The buyer agrees to hold harmless and release the WCLB and the Unified Government of Wyandotte/KCK (UG) for all conditions known or unknown to the property.
- The WCLB will discuss the asking price for each property upon the receipt of a completed application.
- The buyer agrees to indemnify, protect, hold harmless, defend, and release the WCLB and UG from any claims, losses, damages, costs, or expenses including, without limitation, all reasonable attorneys' fees asserted against, incurred, or suffered by the WCLB resulting from any contract breaches, personal injuries, or property damages occurring in, on, about, or related to the property resulting from any causes, except resulting from the acts or omissions of the WCLB or the WCLB agents, employees, or contractors. Nothing in this article restricts the WCLB rights and remedies available at law or in equity.

Signature (Required)

I have read and understand the information provided above and contained in this application.

Sign here

Print Name

Date

RECEIVED

JUL 18 2019

LAND BANK
WYCO/KCK

#126

Application for Land Bank Property Acquisition

Land Bank Property You Wish to Purchase: 1258 Southwest Blvd.

Parcel ID Number: 137240

Intended Usage of Property: Open air work space to
create my sculptures. Test ideas &
the processes.

Applicant Information (Please Print)

Name: Israel A. Garcia Garcia

Company/Organization: _____

Mailing Address: 115 W. 18th St. KCMO 64108

Phone Number(s): _____

E-mail(s): _____

Please Respond to the Following Questions:

1. Are you currently delinquent on property taxes for any property owned in Wyandotte County?
Please explain a "yes" answer on a separate attachment.

Yes _____ No X

2. Do you currently have a notice from the Code Enforcement Department indicating that you are
in violation of City Code? Please explain a "yes" answer on a separate attachment.

Yes _____ No X

Note: As a part of the review of this application, WCLB staff will review records from other UG Offices, such as Code Enforcement, Treasury and other available records. Failure to honestly answer these questions may result in the rejection of the application.

Signature (Required)

I hereby authorize the Wyandotte County Land Bank to obtain information necessary to verify the information supplied in this application. All the information that I have provided is accurate to the best of my knowledge, and will remain confidential.

Sign here

Israel Garcia

Print Name

Date 7/18/2014

Land Bank Property for New Construction

Use this application for the following projects:

- Develop vacant parcels with new construction, including, but not limited to, the construction of new houses, commercial buildings, parking lots, etc.

Note: Separate applications are available for the purchase of adjacent side lots and to rehab existing residential or commercial structures.

Purchase Price and Development Costs:

Applicants are able to purchase lots for new construction at a value determined by the Wyandotte County Land Bank (WCLB) staff. This value is based on comparable sales in the area; the purchase price is firm.

Requirements and Policies:

- Not all land bank properties are available for sale—if a property is on the “Hold” list, it may not be for sale.
- An application is required for all purchases of property. No sales contracts will be accepted. If an application is incomplete, you will be contacted by the Land Bank office; completed applications will be given priority.
- Applications will automatically be rejected if the applicant is currently tax delinquent or has any outstanding code violations on any property owned in Wyandotte County.
- Evidence of funding is required for all applications. Applicants are required to have the funds necessary to purchase and develop the property, prior to entering into negotiations with the Land Bank staff. Funds can be a bank statement, line of credit, or pre-approval letter from a lending institution. Examples of experience are required for all applicants. Either the buyer or the buyer’s contractor must have experience doing similar work. All contractors must possess licenses, required by the Unified Government’s Neighborhood Resource Center (NRC), in order to obtain permits and perform work.
- The WCLB will discuss the asking price for each property upon the receipt of a completed application.
- In cases of multiple applications, the WCLB will compare the following: offer price, development plan, financial capacity, track record of applicant, type of project, consistency with adopted City Plans, and other factors. If the result is a tie amongst applicants, precedence may go to the Wyandotte County residence.
- The WCLB reserves the absolute right to accept or reject any and all applications and/or offers for purchase.
- All sales include restrictions and an agreement to finish the development plan before a deed, transferring the property, will be issued. All deeds transferred from the WCLB are prepared with the assistance of the UG’s Legal Department. All contracts contain reversionary language, allowing the WCLB to regain possession of the property and to refuse to issue the deed if the buyer:
 - fails to meet their development plan,
 - fails meet the timelines agreed to in this application, or
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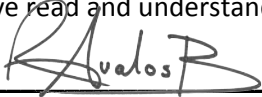
NOTE: The reversionary right is to protect the WCLB in case the buyer fails to complete the project, as agreed. If the property is reverted, the buyer will not be reimbursed for any losses and will be ineligible to purchase any future land bank property

- Depending on the project, the WCLB may require the applicant to schedule a Preliminary Site Plan Review with the Urban Planning and Zoning Department. This review is intended to identify issues, such as zoning, utility connections, and similar items that can make the project unfeasible. Zoning changes or variances must be made prior to closing and the WCLB can serve as a co-applicant to the zoning application. The WCLB further reserves the right to require a review of the development plan by the Economic Development Department.
- All work requires appropriate building permits. The buyer is solely responsible to coordinate and obtain the permits and approvals necessary to complete the project. All construction work must meet all the building requirements. If a zoning variance or rezoning is required, please note this on the application. If any necessary permit is not obtained or produced, the WCLB may start the reversionary process. Copies of all permits, pre and post construction, are to be submitted to the WCLB office.
- The buyer must apply for permits and start construction within **30 days** of the initial closing.
- All properties are sold “as-is”. The buyer agrees to accept the property in its “as is” condition, without any warranties or representations by the WCLB. The buyer agrees to hold harmless and release the WCLB and the Unified Government of Wyandotte/KCK (UG) for all conditions known or unknown to the property. The buyer agrees that all code violations must be remedied before the WCLB transfers ownership of the property.
- The buyer agrees to indemnify, protect, hold harmless, defend, and release the WCLB and UG from any claims, losses, damages, costs, or expenses including, without limitation, all reasonable attorneys’ fees asserted against, incurred, or suffered by the WCLB resulting from any contract breaches, personal injuries, or property damages occurring in, on, about, or related to the property resulting from any causes, except resulting from the acts or omissions of the WCLB or the WCLB’s agents, employees, or contractors. Nothing in this article restricts the WCLB’s rights and remedies available at law or in equity.
- A title policy is not purchased by the WCLB; the buyer must arrange a title policy through a title company of their choosing.
- The WCLB staff will have property inspections every 60 days that are non-negotiable. Proper notification will be given by the WCLB staff; failure to allow the WCLB staff access to the property may result in the reversion process.
- The buyer must finish the construction within the **negotiated time frame** from the initial closing. If the project is not completed by the negotiated time frame, the WCLB may invoke its right of reversion and take possession of the property. It is the responsibility of the buyer to notify the WCLB on the progress of construction and upon the completion of the project.

Any variation of the submitted Development Plan will require the prior written approval of the WCLB. Failure to complete the plan in its entirety and as submitted with the application may result in the reversion of the property and/or rejection of all future applications.

Signature (Required)

I have read and understand the information provided in this application.

 _____ Date: 7/26/2019

Sign here

Rogelio Avalos

Print Name

Application to Purchase Land Bank Property for New Construction

Land Bank Property Address: 20 Kansas Avenue

Parcel ID Number: 134707

Applicant and Contractor Information (Please Print)

Buyer Information

Name: Rogelio Avalos

Company/Organization: Pillar KC LLC

Mailing Address: 1904 South Stagecoach Drive, Olathe, KS 66062

Phone Number(s): [REDACTED]

E-mail(s): [REDACTED]

Contractor

Name: Rogelio Avalos

Company/Organization: Pillar KC LLC

Mailing Address: 1904 South Stagecoach Drive, Olathe, KS 66062

Phone Number(s): [REDACTED]

E-mail(s): [REDACTED]

Website: _____

Note: Additional contractors may be listed on separate page. All Contractors will need applicable licenses, as required by the City's Building Code, for which the property resides.

Please note: The WCLB will perform a verification of the information and any falsified information may result in the rejection of the application.

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Project Information

1. What is the intended use upon completion:
_____ Single-family Residential
_____ Two-family Residential
_____ Multi-family Residential
 X Commercial, Type: General Contractor
2. What is your anticipated completion timeframe?
_____ 0 to 6 months
 X 6 to 12 months
_____ 12 + months
3. What is your estimated construction budget per square foot? \$ 50.00

Residential Projects:

4. Following construction, will the applicant occupy the building?
Yes X No _____
5. If the applicant will not occupy the structure, what is the intended use?
_____ Rental property
_____ Sell for homeownership

Commercial Projects:

6. Following construction, is an end user identified for the building?
 X Yes, I (we) will operate our business out of the building
_____ Yes, I (we) have an end user identified
_____ No, I (we) will seek to rent the space to a tenant
_____ No, I (we) will seek to sell the building

Development Plan

The following information must be attached to this document before your application will be processed. The application will not be considered complete until it is submitted with all attachments.

Development Plan

- Project Narrative - Please provide a written narrative of the project with a description of the work to be performed. Provide information on the construction team, including examples of past experiences on similar projects completed and any other information for the WCLB to consider in reviewing the application.
- Construction Budget - Provide a detailed breakdown of work. Be as specific as possible — the WCLB will give more weight to an application with more detail.
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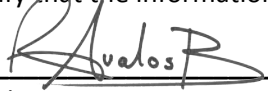
Proof of Funds

Documentation is required to verify the funding necessary to purchase the property and to complete the new construction. This typically includes:

- A letter, line of credit approval, and similar documents from a lending institution, approving any financing proposed for the project. The documents should contain the amount available, the term, and all requirements of the financing; it should state that the financing can be used for the proposed project. The amount of financing must equal or exceed the amount contained in the development project costs.
- Personal or business bank statements and a letter from the applicant, if the applicant proposes to use existing cash. The amount of the statements must equal or exceed the amount contained in the development project costs.

Signature (Required)

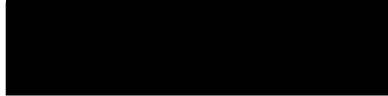
I have read and understand the information provided above and contained in this application. I hereby certify that the information I have provided for this application is true and correct.

 _____ Date 7/26/2019
Sign here

Rogelio Avalos
Print Name

PILLAR KC, LLC

1904 S. Stagecoach Dr. Olathe, KS 66062



PROJECT NARRATIVE

Date: 7/26/19

Project: 20 Kansas Avenue
Kansas City, KS 66105

Buyer: Pillar KC LLC
1904 South Stagecoach Drive
Olathe, KS 66062

Renovation Team: RA Engineering Corp.
750 Armstrong Avenue
Kansas City, KS 66101

Pillar KC LLC
1904 South Stagecoach Drive
Olathe, KS 66062

R&R Concrete Inc
1835 E 152nd Street
Olathe, KS 66062

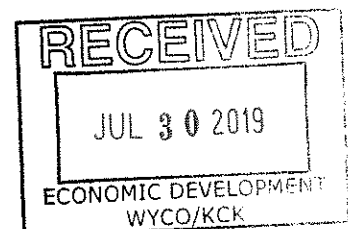
Team Experience

RA Engineering Corp consists of a team of architects and engineers with a combined experience of more than 80 years. In addition, RA Engineering Corp has worked in more than 100 projects in Kansas City, KS.

Pillar KC LLC has worked in many residential and commercial projects in the Kansas City Metro area. The projects ranged from design drawings to renovations and new construction. Pillar KC LLC has worked with the Landbank and has successfully completed 8 renovation projects and is currently working on 2 renovation projects.

R&R Concrete Inc has over 20 years of experience in site development and foundation installation.

Project Narrative - RA Engineering will perform all the design necessary to obtain building permits. Pillar KC LLC and R&R Concrete Inc. will be in charge of the construction of the building.

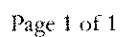


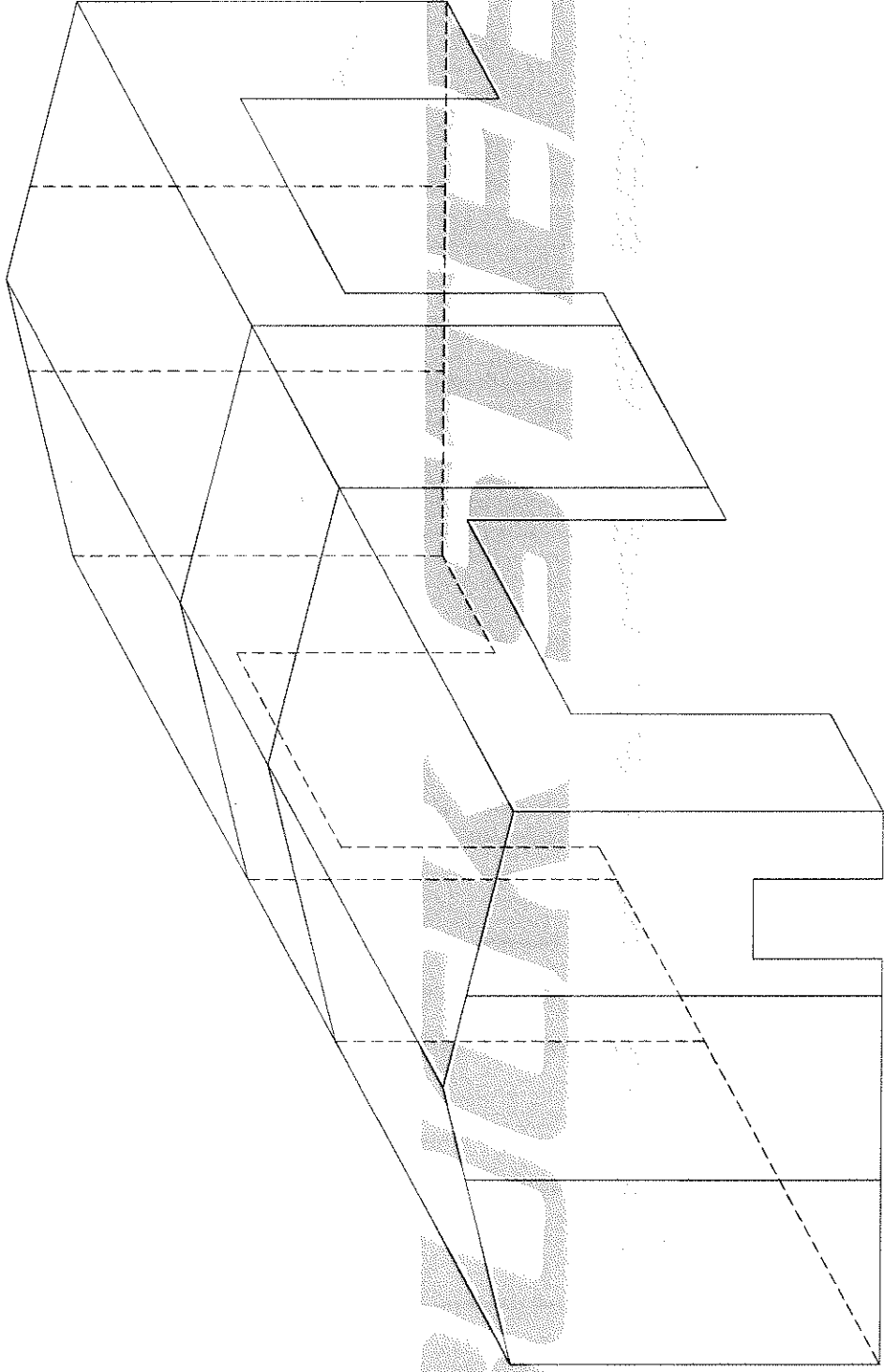
#134

PILLAR KC, LLC

Subtotal	\$56,860.00
Unexpected Costs - Add 5%	\$2,843.00
Total	\$59,703.00

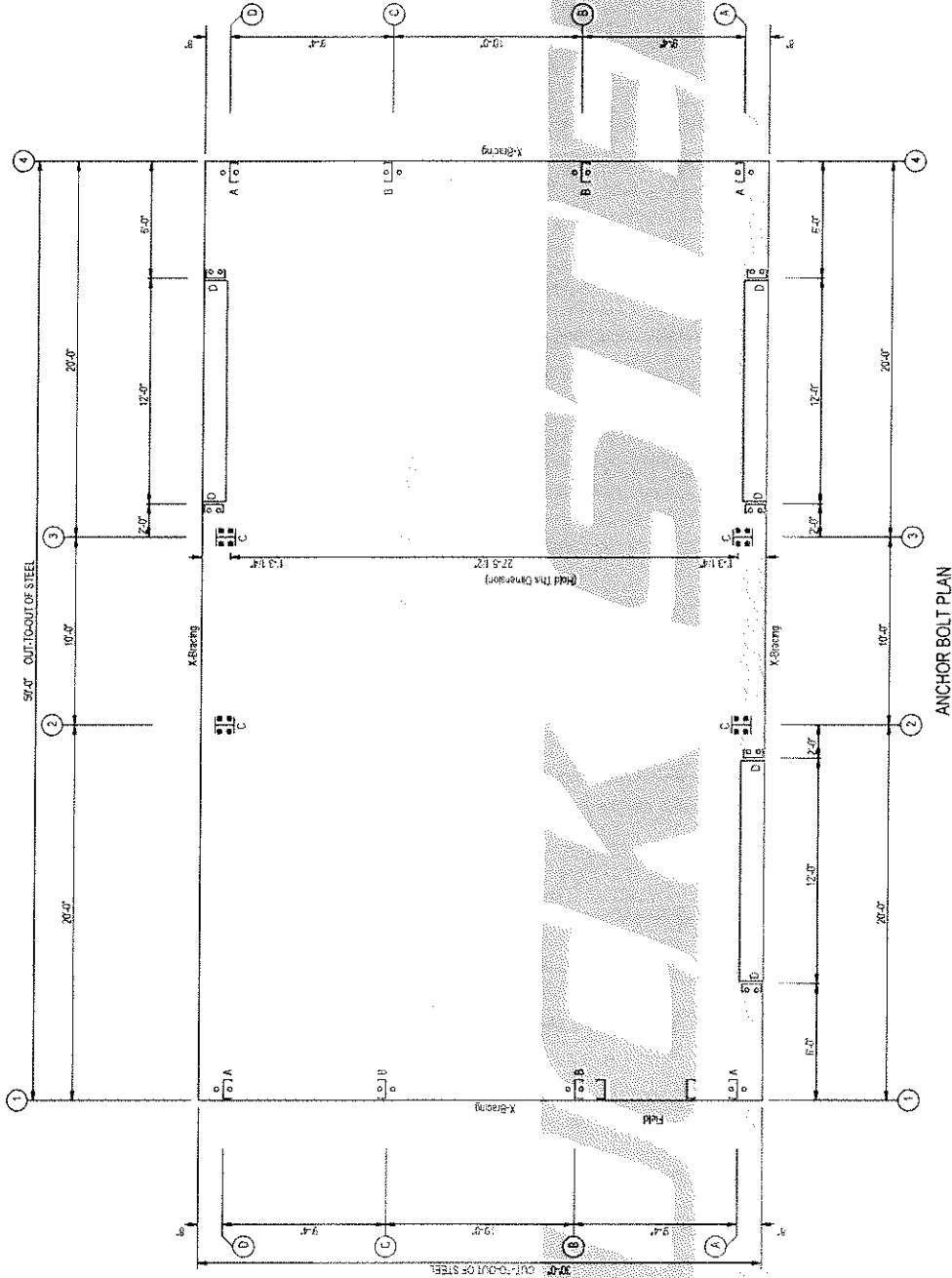
Total	\$59,703.00
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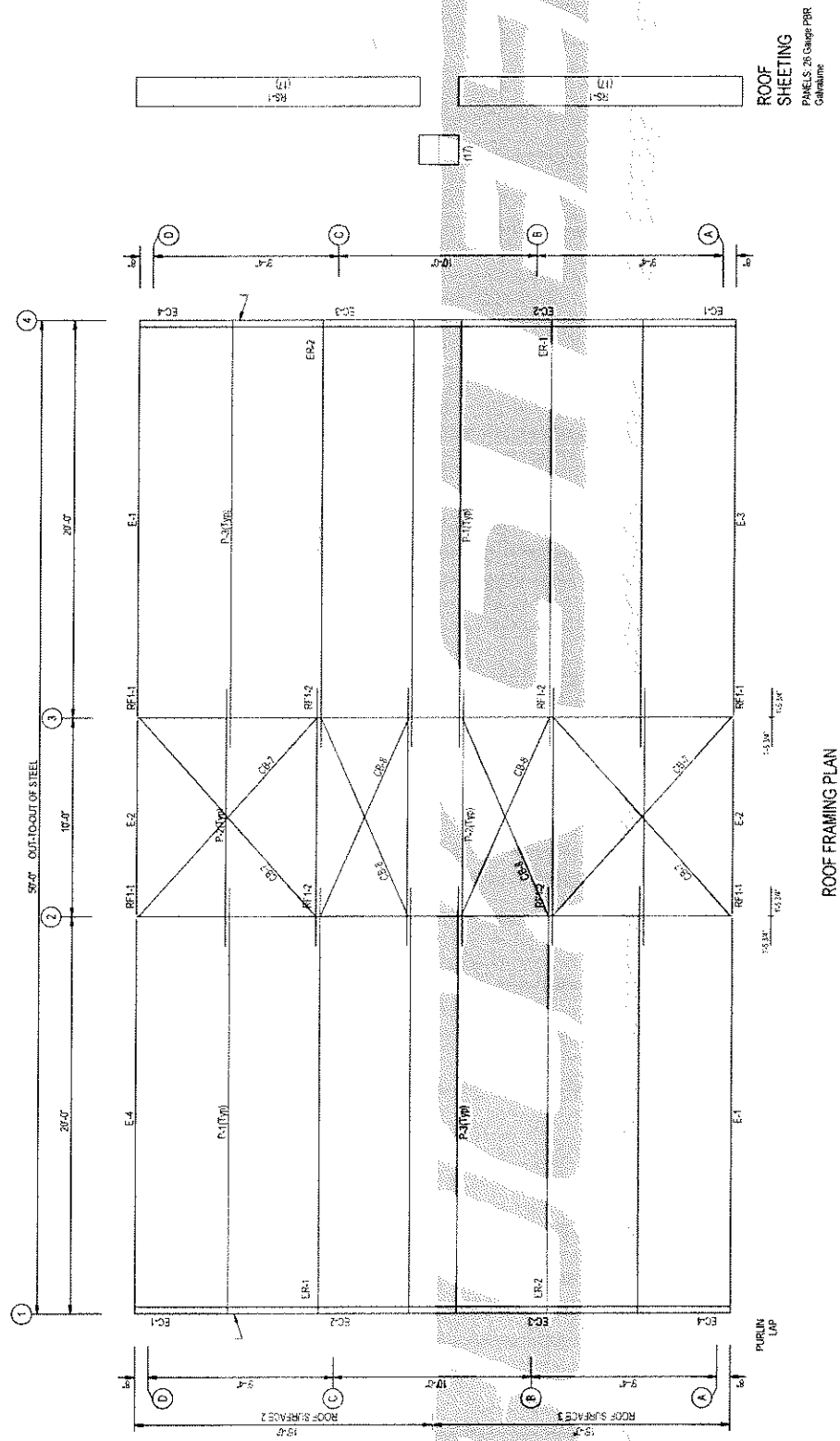
NOT FOR CONSTRUCTION - PRELIMINARY

O Dia: 5/8"
 ⊗ Dia: 3/4"



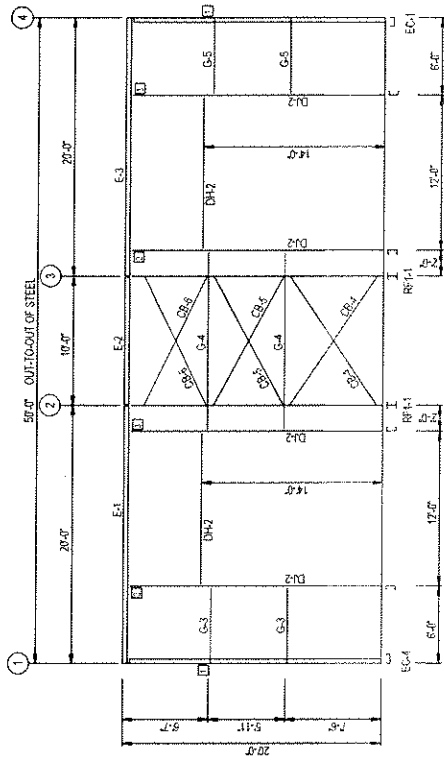
ANCHOR BOLT PLAN

NOT FOR CONSTRUCTION - PRELIMINARY

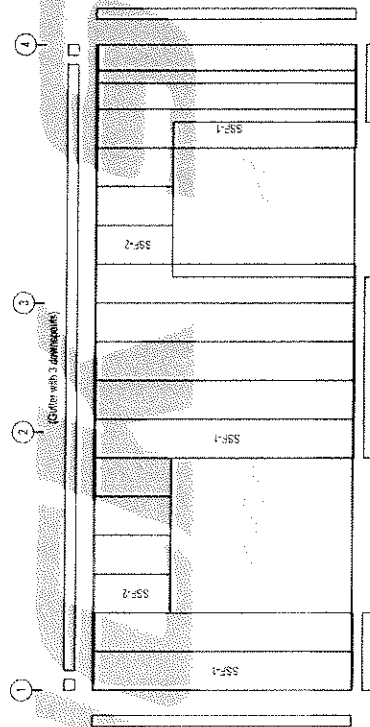


ROOF SHEETING
PANELS: 26 Gauge PBR
Galvalume

CORRECTIONS	
NO.	DATE
1	10/1/01
2	10/1/01
3	10/1/01
4	10/1/01
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7	10/1/01
8	10/1/01
9	10/1/01
10	10/1/01



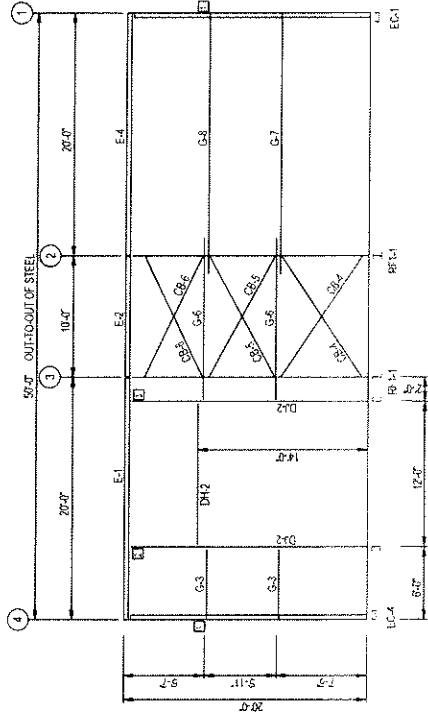
SIDEWALL FRAMING: FRAME LINE A



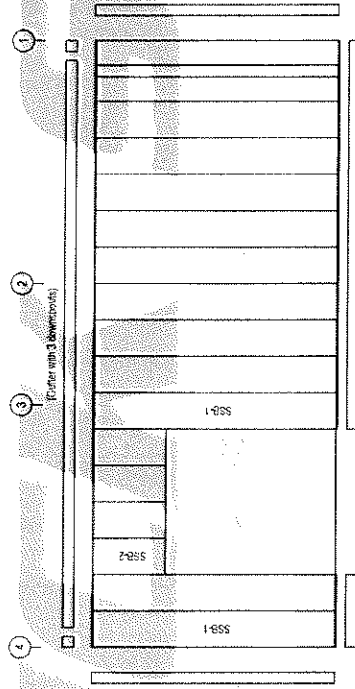
SIDEWALL SHEETING & TRIM: FRAME LINE A
PANELS 26 Gauge PRR - Desert Sand

NOT FOR CONSTRUCTION - PRELIMINARY

CORRECTIONS	
NO.	DATE
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99	10/1/01
100	10/1/01



SIDEWALL FRAMING: FRAME LINE D



SIDEWALL SHEETING & TRIM: FRAME LINE D

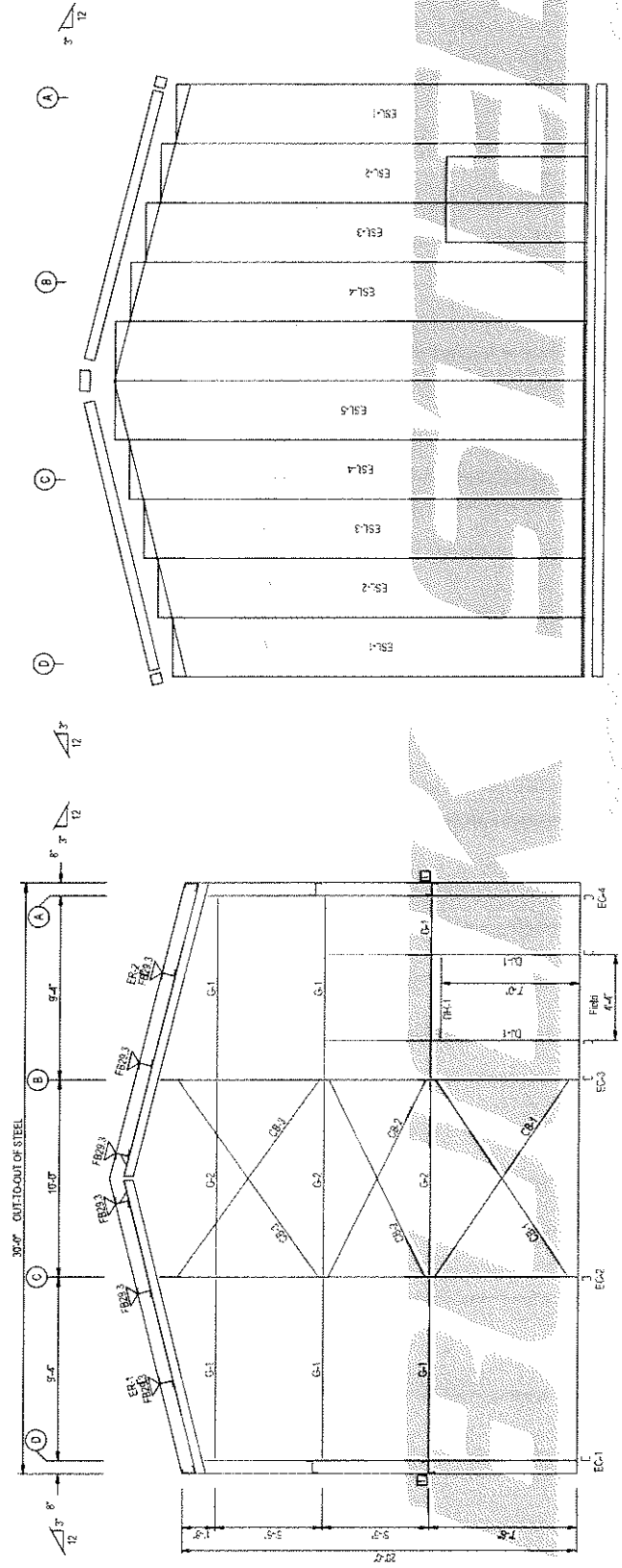
PANELS: 26 Gauge PBR - Desert Sand

NOT FOR CONSTRUCTION - PRELIMINARY

SOL TABLE			
FRAME LINE 1			
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Column Rim	4	435	1.4'

FRAME SPACE TABLE			
FRAME LINE			
VEB	PART	1	LENGTH
VEB3	100X40	2	2.04'

CORRECTION TABLE			
FRAME LINE			
VEB	100X40	2	2.04'



ENDWALL SHEETING & TRIM: FRAME LINE 1
PANELS 26 Gauge FBR - Desert Sand

ENDWALL FRAMING: FRAME LINE 1

NOT FOR CONSTRUCTION - PRELIMINARY

Land Bank Property for New Construction

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Signature (Required)

I have read and understand the information provided in this application.

Date: 8/6/2019

Sign here

David Cohavi

Print Name

Application to Purchase Land Bank Property for New Construction

Land Bank Property Address: B08 Wood Ave

Parcel ID Number: 098945

Applicant and Contractor Information (Please Print)

Buyer Information

Name: David Cohavi

Company/Organization: W Star Holdings

Mailing Address: 8102 W 98th St, Overland Park, KS 66212

Phone Number(s): [REDACTED]

E-mail(s): [REDACTED]

Contractor

Name: Jake Roach

Company/Organization: Roach Renovations

Mailing Address:

Phone Number(s): [REDACTED]

E-mail(s): [REDACTED]

Website:

Note: Additional contractors may be listed on separate page. All Contractors will need applicable licenses, as required by the City's Building Code, for which the property resides.

Note: Contractor selection is still in progress and is not final.

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☒ Commercial, Type: shops/ offices
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Sign here

Date

8/6/2019

Print Name

David Cohavi

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Use this application for the following projects:

- Develop vacant parcels with new construction, including, but not limited to, the construction of new houses, commercial buildings, parking lots, etc.

Note: Separate applications are available for the purchase of adjacent side lots and to rehab existing residential or commercial structures.

Purchase Price and Development Costs:

Applicants are able to purchase lots for new construction at a value determined by the Wyandotte County Land Bank (WCLB) staff. This value is based on comparable sales in the area; the purchase price is firm.

Requirements and Policies:

- Not all land bank properties are available for sale—if a property is on the “Hold” list, it may not be for sale.
- An application is required for all purchases of property. No sales contracts will be accepted. If an application is incomplete, you will be contacted by the Land Bank office; completed applications will be given priority.
- Applications will automatically be rejected if the applicant is currently tax delinquent or has any outstanding code violations on any property owned in Wyandotte County.
- Evidence of funding is required for all applications. Applicants are required to have the funds necessary to purchase and develop the property, prior to entering into negotiations with the Land Bank staff. Funds can be a bank statement, line of credit, or pre-approval letter from a lending institution. Examples of experience are required for all applicants. Either the buyer or the buyer’s contractor must have experience doing similar work. All contractors must possess licenses, required by the Unified Government’s Neighborhood Resource Center (NRC), in order to obtain permits and perform work.
- The WCLB will discuss the asking price for each property upon the receipt of a completed application.
- In cases of multiple applications, the WCLB will compare the following: offer price, development plan, financial capacity, track record of applicant, type of project, consistency with adopted City Plans, and other factors. If the result is a tie amongst applicants, precedence may go to the Wyandotte County residence.
- The WCLB reserves the absolute right to accept or reject any and all applications and/or offers for purchase.
- All sales include restrictions and an agreement to finish the development plan before a deed, transferring the property, will be issued. All deeds transferred from the WCLB are prepared with the assistance of the UG’s Legal Department. All contracts contain reversionary language, allowing the WCLB to regain possession of the property and to refuse to issue the deed if the buyer:
 - fails to meet their development plan,
 - fails meet the timelines agreed to in this application, or
 - violates the other restrictions described in the contract

NOTE: The reversionary right is to protect the WCLB in case the buyer fails to complete the project, as agreed. If the property is reverted, the buyer will not be reimbursed for any losses and will be ineligible to purchase any future land bank property

- Depending on the project, the WCLB may require the applicant to schedule a Preliminary Site Plan Review with the Urban Planning and Zoning Department. This review is intended to identify issues, such as zoning, utility connections, and similar items that can make the project unfeasible. Zoning changes or variances must be made prior to closing and the WCLB can serve as a co-applicant to the zoning application. The WCLB further reserves the right to require a review of the development plan by the Economic Development Department.
- All work requires appropriate building permits. The buyer is solely responsible to coordinate and obtain the permits and approvals necessary to complete the project. All construction work must meet all the building requirements. If a zoning variance or rezoning is required, please note this on the application. If any necessary permit is not obtained or produced, the WCLB may start the reversionary process. Copies of all permits, pre and post construction, are to be submitted to the WCLB office.
- The buyer must apply for permits and start construction within **30 days** of the initial closing.
- All properties are sold "as-is". The buyer agrees to accept the property in its "as is" condition, without any warranties or representations by the WCLB. The buyer agrees to hold harmless and release the WCLB and the Unified Government of Wyandotte/KCK (UG) for all conditions known or unknown to the property. The buyer agrees that all code violations must be remedied before the WCLB transfers ownership of the property.
- The buyer agrees to indemnify, protect, hold harmless, defend, and release the WCLB and UG from any claims, losses, damages, costs, or expenses including, without limitation, all reasonable attorneys' fees asserted against, incurred, or suffered by the WCLB resulting from any contract breaches, personal injuries, or property damages occurring in, on, about, or related to the property resulting from any causes, except resulting from the acts or omissions of the WCLB or the WCLB's agents, employees, or contractors. Nothing in this article restricts the WCLB's rights and remedies available at law or in equity.
- A title policy is not purchased by the WCLB; the buyer must arrange a title policy through a title company of their choosing.
- The WCLB staff will have property inspections every 60 days that are non-negotiable. Proper notification will be given by the WCLB staff; failure to allow the WCLB staff access to the property may result in the reversion process.
- The buyer must finish the construction within the **negotiated time frame** from the initial closing. If the project is not completed by the negotiated time frame, the WCLB may invoke its right of reversion and take possession of the property. It is the responsibility of the buyer to notify the WCLB on the progress of construction and upon the completion of the project.

Any variation of the submitted Development Plan will require the prior written approval of the WCLB. Failure to complete the plan in its entirety and as submitted with the application may result in the reversion of the property and/or rejection of all future applications.

Signature (Required)

I have read and understand the information provided in this application.

Sign here

Date:

8/6/2019

Print Name

David Cohavi

Application to Purchase Land Bank Property for New Construction

Land Bank Property Address: 1824 N 13th

Parcel ID Number: 098946

Applicant and Contractor Information (Please Print)

Buyer Information

Name: David Cohavi

Company/Organization: M Star Holdings LLC

Mailing Address: 8100 W 98th St, Overland Park, KS 66212

Phone Number(s): [REDACTED]

E-mail(s): [REDACTED]

Contractor

Name: Jake Roach

Company/Organization: Roach Renovations

Mailing Address: _____

Phone Number(s): [REDACTED]

E-mail(s): [REDACTED]

Website: _____

Note: Additional contractors may be listed on separate page. All Contractors will need applicable licenses, as required by the City's Building Code, for which the property resides.

Note: Contractor selection is still in progress and is not final.

Please note: The WCLB will perform a verification of the information and any falsified information may result in the rejection of the application.

Please Respond to the Following Questions:

1. Are you currently delinquent on property taxes for any property owned in Wyandotte County?
Please explain a "yes" answer on a separate attachment.
Yes _____ No X
2. Do you currently have a notice from the Code Enforcement Department indicating that you are in violation of City Code? Please explain a "yes" answer on a separate attachment.
Yes _____ No X

Note: As a part of the review of this application, WCLB staff will review records from other UG Offices such as Code Enforcement, Treasury and other available records. Failure to honestly answer these questions may result in the rejection of the application.

Project Information

1. What is the intended use upon completion:
_____ Single-family Residential
_____ Two-family Residential
_____ Multi-family Residential
X Commercial, Type: Shops and offices
2. What is your anticipated completion timeframe?
X 0 to 6 months
_____ 6 to 12 months
_____ 12 + months
3. What is your estimated construction budget per square foot? \$ 9 /sq ft

Residential Projects:

4. Following construction, will the applicant occupy the building?
Yes X No _____ as well as
5. If the applicant will not occupy the structure, what is the intended use?
X Rental property
_____ Sell for homeownership

Commercial Projects:

6. Following construction, is an end user identified for the building?
_____ Yes, I (we) will operate our business out of the building
_____ Yes, I (we) have an end user identified
X No, I (we) will seek to rent the space to a tenant
_____ No, I (we) will seek to sell the building

Development Plan

The following information must be attached to this document before your application will be processed. The application will not be considered complete until it is submitted with all attachments.

Development Plan

- **Project Narrative** - Please provide a written narrative of the project with a description of the work to be performed. Provide information on the construction team, including examples of past experiences on similar projects completed and any other information for the WCLB to consider in reviewing the application.
- **Construction Budget** - Provide a detailed breakdown of work. Be as specific as possible — the WCLB will give more weight to an application with more detail.
- **Project Costs** - Itemize costs for each part of the development, including where the buyer will perform work and any cost savings that are achieved from this work to help compare different proposals.
- **Site Plan and Elevations** - Buyers should meet with the Urban Planning and Zoning Department to identify any zoning or site development issues.

Proof of Funds

Documentation is required to verify the funding necessary to purchase the property and to complete the new construction. This typically includes:

- A letter, line of credit approval, and similar documents from a lending institution, approving any financing proposed for the project. The documents should contain the amount available, the term, and all requirements of the financing; it should state that the financing can be used for the proposed project. The amount of financing must equal or exceed the amount contained in the development project costs.
- Personal or business bank statements and a letter from the applicant, if the applicant proposes to use existing cash. The amount of the statements must equal or exceed the amount contained in the development project costs.

Signature (Required)

I have read and understand the information provided above and contained in this application. I hereby certify that the information I have provided for this application is true and correct.

Sign here

Date 8/6/2019

David Cohavi
Print Name



Staff Request for Commission Action

Tracking No. 19895

Full Commission Meeting Date: 8/29/19

Committee: Neighborhood & Community Development

Date of Standing Committee Action: 8/19/19

(If none, please explain):

Publication Required: No

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
8/21/2019	Chris Slaughter	x8977	CSlaughter@wycokck.org	Land Bank

Item Description:

The Land Bank Manager respectfully request that the Neighborhood & Community Development Committee review the proposed item and forward it to the Land Bank Board of Trustees for final consideration.

Item - Proposed Sale of Whittier School

Action Requested:

The Land Bank Manager respectfully request that the Neighborhood & Community Development Committee approve the above item and forward it to the Land Bank Board of Trustees for final approval.

This item is for approval.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Memo to WCLB BOT - Whittier



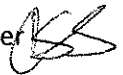
Wyandotte County Land Bank
Economic Development Department

701 North 7th St., 4th Floor
Kansas City, Kansas 66101

Phone: (913) 573-5730
Fax: (913) 573-5745
Email: cslaughter@wycokck.org

M E M O R A N D U M

TO: Wyandotte County Land Bank Board of Trustees

FROM: Chris Slaughter, Manager 

DATE: August 7, 2019

SUBJECT: Proposed Sale of Whittier School – 290 South 10th Street

The Land Bank has been in negotiations with KC Casas, LLC for the rehab of the Whittier School located at 290 S 10th St. Attached with this memo are their proposal and the Sales Contract agreement for that project; some of the highlights of that project:

- Construction of twenty-eight (28) apartment units
- Construction of retail business on the main floor
- Improvements to the building's exterior
- Improvements to the parking area and landscaping

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KC Casas

July 20, 2019

Chris Slaughter
Land Bank Manager
Wyandotte County Land Bank
701 N 7th Street, Suite 421
Kansas City, Kansas 66101

RE: 290 South 10" Street, Kansas City, KS 66102

Dear Mr. Slaughter:

Please accept this letter as our offer to purchase the referenced property. Enclosed you will find a brief description of the proposed use of the property.

Please contact us if you have any questions.

Thank you,

Ivan Pedreros
President
KC Casas

Property Offer

Date: 7/20/19

Project: WCLB — Rehab Program 290 South 10th
Street **Kansas City**, KS 66102 Parcel ID
Number - **906004**

Buyer: **KC Casas Inc**
750 Armstrong Ave, Kansas City, KS 66101

Offer Price:	\$5,000.00
Estimated Renovation Cost	<u>\$2,094,740.00</u>
Estimated Total Cost:	\$2,099,740.00

Completion Timeframe: 24-30 Months after DRC plan approvals (estimated 9 months for plan approvals)

PARCEL INFORMATION: 290 S 10th Street, Kansas City, KS, 66112
ZONING: CP-0 (to be rezoned to C-D)
LAND USE: 3120- Non-retail business district.
AREA: 1.994 acre

The existing building is Old Whittier School was built in 1921-22. The total construction area is 20,050 sq. ft. and is surrounded by parking areas and an empty lot on the west side of the building.

PROPOSED USE:

A four-story mixed-use structure with private parking for tenants. Private parking is located at the north and west side of the building at the second-floor level. Public parking is located at the east and south side of the building.

The facade design and materials will reflect the character of the existing building with a subtle infusion of modern details inside. Brick, metal panel, and glass will be accented by colorful panels of stucco and paneling. The materials will be used in such a way as to reduce need for maintenance, thus keeping the building fresh and vibrant for years.

COMMERCIAL SPACE:

The first-floor faces Gilmore Avenue. This level will consist of community based commercial spaces: Food and drink (sandwich/coffee sloop), bodega, laundry, and Telco. Approximately 6,300 sq. ft. of space available. The south-east corner would be ideal for a multi-tenant food space using a shared kitchen space off the corridor. Consolidation of kitchen equipment for sharing is a new and successful concept being used by professional chefs around the country and world. This lowers overhead for restaurant tenants and spurs collaboration, while giving patrons more diverse selection of dining experiences to choose from. The commercial space to the south-west corner would serve as retail support for the building tenants and immediate neighborhood. Tenants could include: convenience store with groceries, snacks, confectionery, toiletries, over-the-counter drugs, and first aid supplies.

RESIDENTIAL:

Access to the residential part of the building will be from the north side into the existing second floor. There will be one and two bed units on each floor. Each floor will consist of 4 two-bed units one in each corner and 4 one-bed unit in the center area. We are considering adding a rooftop with an additional floor taking advantage of the existing concrete floor replicating the other two levels of apartments. In total the new building will have 12 two-bed units and 12 one-bed units. Apartments range in size from 480 sf. for single bed units and 800-sf. for double bed units. These apartment units target young professionals looking for modern living space and convenient access to the urban core. They are also suited for small families long and short-term housing.

All residential units will be equipped with modern plumbing fixtures in kitchens and baths, open living spaces with abundant natural light, stacked washer/dryer units, and state of the art HVAC systems.

Cost Forecast — Cost forecast

FORECAST	Construction Area (SqFt)	Units	Cost \$/SqFt	Constr. Cost Unit	Construction Cost
Building		1		\$5,000	\$5,000
Surveying/Drawings/Demolition/Cleaning		1		\$80,000	\$80,000
One Bed	480	12	\$65	\$31,200	\$374,400
Two Bed	800	12	\$65	\$52,000	\$624,000
Studio	360	4	\$65	\$23,400	\$93,600
Retail Restaurants	1,500	2	\$65	\$97,500	\$195,000
Share Offices	1,200	1	\$65	\$78,000	\$78,000
Share Offices	670	1	\$65	\$43,550	\$43,550
Share Offices	1,200	1	\$65	\$78,000	\$78,000
Retail mobile Phone	670	1	\$65	\$43,550	\$43,550
Common Areas	1,000	1	\$55	\$55,000	\$55,000
Site Work (Fencing, Asphalt, Access, Landscape)	45,000	1	\$7	\$315,000	\$315,000
Contingency 10%				\$114,640	\$114,640
TOTAL					\$2,099,740

SALE CONTRACT WITH LAND USE RESTRICTION AGREEMENT

This Sale Contract with Land Use Restriction Agreement (the "Agreement") is made effective as of this ____ day of _____, 2019, by and between the Wyandotte County Land Bank ("Land Bank") and KC Casas, LLC ("Buyer").

WITNESSETH

WHEREAS, the Land Bank owns that certain property located at 290 S. 10th St., Kansas City, Kansas 66102, Parcel No. 906004 (the "Property"); legally described as follows:

9060, S16, T11, R25, ACRES 1.99, BEG 360FT N & 30FT W OF SE COR SW1/4 NE1/4; W 432FT, N 201FT, E 432FT, S 201FT TO POB CONTG 2AC M/L

WHEREAS, Buyer desires to purchase the Property for purposes of rehabilitation and revitalization, whereby Buyer will return a viable property to the market to either be sold to a third party or rented;

WHEREAS, the Land Bank desires to sell the Property to Buyer with the understanding that the rehabilitation of the Property must take place prior to Buyer receiving a fee simple title in the Property;

WHEREAS, this Agreement contains the key points that the parties agree to in the sale and subsequent rehabilitation of the Property.

NOW, THEREFORE, in consideration of the mutual covenants herein, and intending to be legally bound hereby, the Land Bank and Buyer agree as follows:

1. The purchase price shall be Five Thousand Dollars and NO/100 (\$5,000.00), due and payable within ten (10) day of the execution of this Agreement by the Land Bank.

2. The Property is conveyed to Buyer "as is" with no warranties of any kind or character.

3. (a) Within thirty (30) days of the date of the execution of this Agreement, Buyer shall commence clean-up of the Property. The rehabilitation of the property, which shall include all demolition and a scheduling of the Initial Inspection, shall start within 30 days of final drawings/designs being approved by all applicable Unified Government agencies. The rehabilitation of the Property shall include the construction of twenty-eight (28) apartment units (4 studios, 12 one-bedroom, 12 two-bedroom).

(b) The rehabilitation of the Property shall be completed within twenty-four (24) months of the execution of this Agreement by the Land Bank, with an additional six (6) months allowed for any necessary planning and zoning approvals and for the approvals of permits before or after renovation, for a total time limit of not to exceed thirty (30) months. Buyer shall be

deemed to have completed renovation when a Certificate of Occupancy is issued by the Unified Government of Wyandotte County/Kansas City, Kansas ("Unified Government").

4. Upon the execution of this Agreement by the Land Bank, Buyer shall maintain the Property in accordance with the codes, ordinances and resolutions of the Unified Government subject to such fines and/or penalties as may be imposed by the Unified Government for violation of said codes, ordinances and resolutions.

5. Buyer shall submit all construction plans to the Planning and Zoning Department and the Building Inspections Department of the Unified Government as appropriate. Construction projects may require an appearance before the Planning Commission and the Unified Government Board of Commissioners.

6. Buyer shall obtain all permits required by the Unified Government for the construction projects involved in the rehabilitation of the Property and shall provide proof of said permits to the Land Bank upon request.

7. The Land Bank shall be allowed to inspect the Property, as per the Wyandotte County Land Bank Rehab Inspections document, to observe and evaluate the progress being made on the rehabilitation of the Property.

8. If Buyer cannot complete the rehabilitation of the property within the timeframe established in paragraph 3 above, Buyer may request an extension of time to complete the rehabilitation by completing the approved Extension Request Form provided by the Land Bank. Any request for an extension must be received in writing at least five (5) days prior to the expiration of the time provided in paragraph 3 above along with the appropriate non-refundable extension fee. Extension fees are based on the following: (a) 1-30 day extension - \$5.00 per day and (b) 31-60 day extension - \$10.00 per day. Any additional extension period, if needed after the initial extension period has been granted, shall require an extension fee of \$500.00 in addition to the appropriate \$5.00 or \$10.00 per day fee. The Land Bank will not convey title to the Property until all extension fees have been paid in full.

9. Upon completion of the improvements/rehabilitation of the Property, as verified by a final inspection report or a Certificate of Occupancy of the Property, whichever may be appropriate, the Property shall be conveyed to Buyer by the Land Bank via a deed conveying a fee simple interest.

10. If Buyer defaults in or violates any one or more of the obligations set forth above, and fails to cure such default or violation within thirty (30) days after written notice of default is sent by the Land Bank, then the Land Bank shall have the right, at its option, to re-enter and take possession of the property and to terminate this Agreement; provided, however, that the condition subsequent created herein and any re-vesting of title as a result thereof shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way, the lien of any mortgagee financing the construction of improvements to the property, and that if the Land Bank exercises its right of re-entry, all right, title and interest in and to the improvements shall immediately vest in the Land Bank and Buyer shall have no claim for contribution or reimbursement for the

improvements. Buyer further waives its right to any claim for reimbursement of materials or labor put into the rehabilitation of the Property.

11. The Land Bank's failure to exercise the right of re-entry reserved herein shall not be construed to waive any rights the Land Bank may have to enforce the Buyer's obligations through any and all rights and remedies which the Land Bank or its successors and assigns may have at law or in equity for the enforcement of covenants. No waiver by the Land Bank at any time of any of Buyer's obligations shall be deemed or taken as a waiver at any time thereafter of the same or any other obligation or of the strict and prompt performance thereof, no waiver shall be valid against the Land Bank unless reduced in writing and signed by an officer of the Land Bank Board of Trustees duly empowered to execute same.

12. Buyer's obligations under this Agreement may not be assigned and/or assumed without the prior written approval of the Land Bank and provided, that any and all terms and conditions contained in this Agreement shall remain in full force and effect for any assignee or successor to Buyer and such assignee or successor shall assume all duties and obligations of Buyer as described herein.

13. During the term of this Agreement, Buyer agrees not to sell, transfer or otherwise convey all or any part of the Property or any interest in the same with the exception of any necessary lien of any mortgage financing the construction of improvements to the Property that is subservient to the interests of the Land Bank, until such time as the Property has been conveyed to Buyer pursuant to Section Paragraph 8 above.

14. This Agreement sets forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective members/managers duly authorized to do so on this ____ day of _____, 20__.

Wyandotte County Land Bank

Chris Slaughter, Land Bank Manager

STATE OF KANSAS, County of Wyandotte, SS:

I HEREBY CERTIFY, that before me, the undersigned a notary public in and for said county, personally appeared the above-named Chris Slaughter, personally known to me to be Representative of the Wyandotte County Land Bank at the date of the execution of the above Agreement and to be the identical person whose name is affixed to and who executed the above Agreement and who acknowledged the execution of the same to be his voluntary act.

WITNESS, my hand and official seal this ____ day of _____, 20__.

Notary Public

KC Casas, LLC

Signature: Ivan Pedreros
Its: Owner

STATE OF _____, County of _____, SS:

I HEREBY CERTIFY, That before me, the undersigned a notary public in and for said county, personally appeared the above named Ivan Pedreros, personally known to me to be the Owner of KC Casas, LLC at the date of the execution of the above Agreement and to be the identical person whose name is affixed to and who executed the above Agreement and who acknowledged the execution of the same to be his/her voluntary act.

WITNESS, my hand and official seal this ____ day of _____, 20__.

Notary Public



Staff Request for Commission Action

Tracking No. 19896

Full Commission Meeting Date: 8/29/19

Committee: Neighborhood & Community Development

Date of Standing Committee Action: 8/19/19

(If none, please explain):

Publication Required: No

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
8/21/2019	Chris Slaughter	x8977	CSlaughter@wycokck.org	Land Bank

Item Description:

The Land Bank Manager respectfully request that the Neighborhood & Community Development Committee review the proposed item and forward it to the Land Bank Board of Trustees for final consideration.

Item (1) - Transfers from Land Bank (2)

Action Requested:

The Land Bank Manager respectfully request that the Neighborhood & Community Development Committee approve the above item and forward it to the Land Bank Board of Trustees for final approval.

This item is for approval.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Transfer from LB

TRANSFERS FROM LAND BANK

Recipient	Property Address	Parcel	Comments	Standing Committee Recommendation
Community Housing of Wyandotte County	2521 Hiawatha St	158266	These properties are part of the YouthBuild KCK Model Block Project to support neighborhood beautification and the building of safe and affordable housing. CHWC will be the Non-Profit home builder for the project.	APPROVED
Community Housing of Wyandotte County	2523 Hiawatha St	158267		APPROVED

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Staff Request for Commission Action

Tracking No. 19897

Full Commission Meeting Date: 8/29/19

Committee: Neighborhood & Community Development

Date of Standing Committee Action: 8/19/19

(If none, please explain):

Publication Required: No

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
8/21/2019	Chris Slaughter	x8977	CSlaughter@wycokck.org	Land Bank

Item Description:

The Land Bank Manager respectfully request that the Neighborhood & Community Development Committee review the proposed item and forward it to the Land Bank Board of Trustees for final consideration.

Item (1) - Donations To Land Bank (1)

Action Requested:

The Land Bank Manager respectfully request that the Neighborhood & Community Development Committee approve the above item and forward it to the Land Bank Board of Trustees for final approval.

This item is for approval.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Donations to LB

DONATIONS TO LAND BANK

Donor	Parcel #	Requested Donation Address	Property Type	Comments	STANDING COMMITTEE RECOMMENDATION
Robot Automation Intergration, Inc. C/O David Heaston	070910	271 S 12th St	VACANT LOT	Bought property at Tax Sale and was going to resell property; the deal did not proceed and owner states he can not take care of property. Property has back taxes from 1988 totaling \$5,078.05.	APPROVED

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WYANDOTTE COUNTY LAND BANK

Property Donation Application



Please use the following application to notify the Wyandotte County Land Bank (WCLB) of your interest in donating any property that you currently own in Wyandotte County. This form may **only** be completed by the owner of the property or by a person with authorization to act on behalf of the owner by virtue of a power of attorney. Please fill out one form per property address. The WCLB will **NOT** accept your property as a donation unless certain conditions are met.

NOTE: The WCLB will research this property to determine if it meets the donation criteria. The WCLB Board of Trustees must approve the donation. The WCLB will keep you informed of its progress and final decision.

If the WCLB accepts your donation offer, you will be contacted to begin the donation procedure. This form is a statement of interest only and does not commit the WCLB to accept your property as a donation or for value.

****Application will not be processed if not completed in its entirety****

CONTACT INFORMATION
 Owners Name: ROBERTA AUTOMATION INTEGRATIONS *out of Business*
 Mailing address: 425 ANN *DAVE HEASTON*
 City: KC State: KS Zip: 66101
 Daytime Phone #: 913 - 281-1078 Alternate Phone #: NONE
 Email address: NONE

DONATED PROPERTY INFORMATION
 Property address: 271 S. 125th Parcel ID#: 070910
 Structure or vacant lot: VACANT
 Why are you requesting to donate your property? Bought on spec @
tax sale - BPV Water was installing expanding
behind plant. I thought it might be a good buy.
I had fell thru - had need to keep -

The information provided in this application is true to the best of my knowledge. I understand that this application does not commit the WCLB to accepting my property.

Signature of Applicant: Dave Heaston Date: 5-20-19

Please return to:
 Wyandotte County Land Bank
 701 N 7th St, Suite 421
 Kansas City, KS 66101

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