

UPDATE
FEBRUARY 27, 2020 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, FEBRUARY 27, 2020 AGENDA

ADD Planning & Zoning Consent Item No. C.1 – Change of Zone Application #3214 – Brandon Becker with BCB Holdings, LLC, to remove stipulation for a pedestrian trail connection to Leavenworth Road at 3316 North 131st Street.

DELETE Planning & Zoning Non-Consent Agenda Item No. A.1. – Special Use Permit Application #SP-2019-102 – Browning -Ferris Industries for a solid waste hauling facility with solid waste transfer station addition at 3150 North 7th Street Trafficway.

(At the request of the petitioner, this item is being removed and will be heard on March 26, 2020.)

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 AND ZONING AGENDA

VII. PLANNING AND ZONING CONSENT AGENDA

A. SPECIAL USE PERMIT APPLICATIONS

1. **#SP-2020-12 - RACHEL A. MCMEACHIN**

Synopsis: Renewal of a Home Occupation Special Use Permit (#SP-2019-1 - expires 2/28/2020) for a live/workspace for aerial classes at 556 Lowell Avenue, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL FOR 10 YEARS)**

Tracking #: 2033

2. **#SP-2020-13 - BRIAN GLASSER**

Synopsis: Special Use Permit for a short-term rental/AIRBNB at 508 Ohio Avenue, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL FOR 1 YEAR)**

Tracking #: 2037

3. **#SP-2020-14 - CRAIG N. SEETIN**

Synopsis: Special Use Permit for automotive repair and sales at 1202 Kansas Avenue, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL FOR 2 YEARS)**

Tracking #: 2038

4. **#SP-2020-15 - SCOTT AND REBECCA JOHNSON**

Synopsis: Renewal of a Special Use Permit (#SP-2019-8 - expires 2/28/2020) for office, shop, vehicle recycling and storage of up to three (3) cars and trailers on-site at 521, 523 and 525 South 11th Street, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL FOR 10 YEARS)**

Tracking #: 2034

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

1. AN ORDINANCE rezoning property at 300-302 Kansas Avenue (#3188) from M-2 General Industrial District to CP-3 Planned Commercial District, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL)** **Tracking #:** 2039
2. AN ORDINANCE rezoning property at 13838 and 13841 Marxen Road (#3205) from A-G Agriculture (WYCO) District to A-G Agriculture (City) District, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL)** **Tracking #:** 2040

3. AN ORDINANCE rezoning property at 1815-1817 North 78th Street (#3207) from R-1 Single Family District to R-2 Two Family District, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL)**
Tracking #: 2041
4. AN ORDINANCE rezoning property at 12525 Leavenworth Road (#3208) from A-G Agriculture (WYCO) and R-1A Suburban Residential (WYCO) Districts to A-G Agriculture (City) District, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL)**
Tracking #: 2042
5. AN ORDINANCE vacating utility easements for Whispering Ridge Subdivision at 3640 North 110th Terrace, 3638 North 110th Terrace, 3636 North 110th Terrace, 3630 North 110th Terrace, 3624 North 110th Terrace and 3628 North 110th Terrace, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL)**
Tracking #: 2043
6. AN ORDINANCE vacating utility easements (#U/E-2020-1) at 10 East Cambridge Circle Drive, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL)**
Tracking #: 2044
7. AN ORDINANCE vacating utility easements at 1155 Adams Street (#U/E-2020-2), submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL)**
Tracking #: 2045

VIII. PLANNING AND ZONING NON-CONSENT AGENDA

A. SPECIAL USE PERMIT APPLICATIONS

1. #SP-2019-102 - BROWNING-FERRIS INDUSTRIES

Synopsis: Special Use Permit for a solid waste hauling facility with solid waste transfer

station addition at 3150 North 7th Street Trafficway, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 (**RECOMMENDED FOR APPROVAL FOR 2 YEARS - 6/1 VOTE**)
Tracking #: 2036

TAX STATUS REPORT
BOARD OF COMMISSIONERS AGENDA FOR FEBRUARY 27, 2020

None of the properties included in applications to be considered on the Planning & Zoning agenda have delinquent taxes prior to 2019.

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. MINUTES

Synopsis: Minutes from special session of January 30, 2020; and regular session of January 30, 2020.

Tracking #: MINUTES

2. WEEKLY BUSINESS MATERIAL

Synopsis: Weekly business material dated February 13 and 20, 2020.

Tracking #: WEEKLY BUSINESS MATERIAL

XI. PUBLIC HEARING AGENDA

1. PUBLIC HEARING/TWO RESOLUTIONS: VILLAGE WEST APARTMENTS PHASE III

Synopsis: Conduct a public hearing to consider the following resolutions regarding Village West Apartments Phase III, located south of Parallel Parkway and North 114th Street, submitted by Katherine Carttar, Director of Economic Development.

- Intent to issue approximately \$45.7M of industrial revenue bonds
- Approve development agreement

*On February 10, 2020, the **Economic Development and Finance Standing Committee**, chaired by Commissioner Burroughs, voted unanimously to approve and forward to full commission. A notice of public hearing was published in the Echo on February 6, 2020.*
Tracking #: 2010

XII. STANDING COMMITTEES' AGENDA

XIII. ADMINISTRATOR'S AGENDA

1. THREE RESOLUTIONS: BASE LEASE AND LEASE WITH THE PBC FOR JUVENILE FACILITY, COURTHOUSE, AND HEALTH DEPARTMENT

Synopsis: Request approval of three resolutions authorizing the Unified Government to enter into a base lease/lease structure with the Public Building Commission, submitted by Kathleen VonAchen, Chief Financial Officer.

- constructing a new juvenile justice facility and related parking facilities (supplemental)
- constructing certain capital improvements to the existing courthouse (supplemental)
- constructing certain capital improvements to the existing public health building

Tracking #: 2050

XIV. COMMISSIONERS' AGENDA

XV. LAND BANK BOARD OF TRUSTEES' CONSENT AGENDA

1. LAND BANK BUSINESS: TRANSFERS FROM LAND BANK

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

Transfers from Land Bank

4533 Orville Ave. - Unified Government

4533 R Orville Ave. - Unified Government

(These properties are being transferred in relation to the Scavuzzo's Foodie Park project.)

1305 Sandusky Ave. - CHWC

648 Ohio Ave. - CHWC

1300 Armstrong Ave. - CHWC

1107 Grandview Ave. – CHWC (Construct two single-family houses)

*On February 10, 2020, 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 #: 201113

2. **LAND BANK BUSINESS: DONATION TO LAND BANK**

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

Donation to Land Bank

2532 N. 51st St. from Roger Wallace

(Property is landlocked and owner does not want to pay the taxes)

*On February 10, 2020, 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 #: 201114

XVI. PUBLIC ANNOUNCEMENTS

XVII. ADJOURN

**AGENDA UPDATE
UNIFIED GOVERNMENT COMMISSION MEETING
THURSDAY, FEBRUARY 27, 2020**

VII. PLANNING AND ZONING CONSENT AGENDA

NEW ITEM

C. CHANGE OF ZONE APPLICATION

1. #3214 – BRANDON BECKER WITH BCB HOLDINGS, LLC

Synopsis Change of Zone (currently approved zoning R-1 Single Family District) to remove stipulation for a pedestrian trail connection to Leavenworth Road at 3316 North 131st Street, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774

(RECOMMENDED FOR APPROVAL)

Tracking #: 2035

(NOTE: This item was omitted from the electronic agenda and agenda packet; however, the item itself was included with the in-house agenda packets and is located behind the first tab.)

VIII. PLANNING AND ZONING NON-CONSENT AGENDA

DELETE

A. SPECIAL USE PERMIT APPLICATION

1. #SP-2019-102 - BROWNING-FERRIS INDUSTRIES

Synopsis: Special Use Permit for a solid waste hauling facility with solid waste transfer station addition at 3150 North 7th Street Trafficway, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL FOR 2 YEARS - 6/1 VOTE)**

At the request of the petitioner, this item is being removed and will be heard on March 26, 2020.



ORIGINAL

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: February 27, 2020
Re: **Petition #3214**

GENERAL INFORMATION

Applicant:
Brandon Becker

Status of Applicant:
Representative
BCB Holdings, LLC
616 North Rogers Road
Olathe, Kansas 66062

Requested Action:
Approval of change of zone to modify
previous trail stipulation

Date of Application:
December 27, 2019

Purpose:
To remove the stipulation for a pedestrian trail as approved under Change of Zone
#3185



Property Location: 3316 North 131st Street

Existing Zoning: A-G Agriculture District (Approved for change of zone to R-1 Single Family District)

Existing Surrounding Zoning:

North:	A-G Agriculture District (WYCO)
South:	A-G Agriculture District and R Rural Residential Districts (WYCO)
East:	R-1 Single Family District
West:	A-G Agriculture, R Residential (WYCO), R-1 Single Family and R-1 Large Lot Single Family (WYCO) Districts

Existing Uses:

North:	Farmed, agricultural land
South:	Single family homes
East:	Single family homes
West:	Large lot single family homes

Neighborhood Characteristics: The neighborhood is rural in nature with large lot single family homes along 131st Street and a single-family subdivision, Whispering Pines, abutting the proposed development to the east.

Total Tract Size: 24.77 acres

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

Major Street Plan: The Prairie Delaware Piper Master Plan classifies 131st Street as a Class B Thoroughfare and a Major Arterial within the Prairie Delaware Piper Master Plan

Advertisement: Wyandotte Echo – January 16, 2020
Letters to Property Owners – January 15, 2020

Public Hearings: February 10, 2020 and February 27, 2020

Public Opposition: No one appeared in opposition at the February 10, 2020 City Planning Commission meeting.

PROPOSAL

Outline of Requested Action: The applicant, Brandon Becker with BCB Holdings, LLC has submitted a change of zone application to amend the stipulations of Change of Zone #3198, which required a pedestrian trail connection as a stipulation of approval for the proposed development of Piper Creek Estates. The change of zone is in conjunction with the Final Plat application for Piper Creek Estates. This application consists of phase 1 of development for 43 single family lots and 2 private tracts on 24.77 acres at 3316 North 131st Street.

City Ordinance Requirements: Article VIII Sections 27-340 – 27-765 and Article VII Sections 27-245 – 27-339 and Article XXI Sections 27-502 – 27-709

FACTORS TO BE CONSIDERED

1. *Neighborhood character.*

The neighborhood is rural in nature with large lot single family homes along 131st Street and single-family subdivision, Whispering Pines, abutting the proposed development to the east.

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 with them.

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

The removal of the restrictions

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

The property is not vacant.

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

The trail is considered reasonably necessary for the convenience and welfare of the public by providing pedestrian access. Removal of the trail would be a detriment to the proposed development.

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.*

This is not an issue.

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

Removal of the stipulation for a pedestrian trail would not be in conformance with the Prairie Delaware Piper Master Plan which aims to connect key pedestrian corridors to schools, parks, recreation and adjacent neighborhoods.

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

Available

c. Storm water control

To be designed to meet City Code

d. Police

Police service is provided by West Patrol, District #224

e. Fire

Fire service is provided by Fire Station #8

f. Transit

Kansas City ATA does not provide transit service near this property

g. Schools

Piper USD 203

h. Streets

See item #6 above

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

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

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

The proposed use would meet ordinance requirements other than conformance to the Sidewalks and Trails Master Plan and Prairie Delaware Piper Master Plan.

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

There would be no gain to the public health, safety, and welfare by approving this application.

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

Development shall be of such character that there is no danger to health, or peril from fire, flood, erosion, excessive noise or other adversity.

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

Streets will be 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 probably future land and building uses.

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

Lots, parcels and streets will be arranged as to afford adequate light, open space or air, to facilitate fire protections and to provide for long-term sustained real estate values.

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

Development patterns have been designed to enhance and protect natural features of the land and vegetation.

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

Amenities are being provided within the development, through extending the sidewalk and trail network.

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on January 20, 2020. A copy of the meeting minutes, sign-in sheet and affidavit are attached.

KEY ISSUES

Noncompliance with Sidewalks and Trails Master Plan
Noncompliance with Prairie Delaware Piper Master Plan

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 7 to 0 to recommend **APPROVAL** of Change of Zone Application #3214, **as submitted by the applicant (not requiring the connection to the south.)**

STAFF COMMENTS AND SUGGESTIONS

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

STAFF RECOMMENDATIONS

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of **Petition #3214**, subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

February 10, 2020 City Planning Commission Minutes
Geospatial Services Department comments
County Surveyor comments
Zoning Map
Proposed Plat
Neighborhood meeting minutes, sign-in and affidavit
Trail exhibit
Exhibit: Right of Way connection to Leavenworth Road
Trail profiles
Trail cross sections

REVIEW OF INFORMATION AND SCHEDULE

Action	Planning Commission	Board of Commissioners
Public Hearing	February 10, 2020	February 27, 2020
COZ	Approval	

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

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #3214 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 #3214, 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.

February 10, 2020 City Planning Commission Minutes:

Hearing Starts At 15:30:

CHANGE OF ZONE APPLICATION #3214 – BRANDON BECKER WITH BCB HOLDINGS, LLC - SYNOPSIS: Change of Zone (R-1 Single Family District) to remove stipulation for a pedestrian trail connection to Leavenworth Road for Piper Creek Estates at 3316 North 131st Street.

PIPER CREEK ESTATES – SYNOPSIS: Final Plat for 46 single-family lots at 3316 North 131st Street

Detailed Outline of Requested Action: The applicant, Brandon Becker with BCB Holdings, LLC has submitted a change of zone application to amend the stipulations of Change of Zone #3198, which required a pedestrian trail connection as a stipulation of approval for the proposed development of Piper Creek Estates. The change of zone is in conjunction with the Final Plat application for Piper Creek Estates. This application consists of phase 1 of development for 43 single family lots and 2 private tracts on 24.77 acres at 3316 North 131st Street.

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

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated February 10, 2020;
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 January 16, 2020 for the change of zone application; and,
7. The Notices to property owners dated October 17, 2019, November 1, 2019 and December 3, 2019 for the plat and January 15, 2020 for the change of zone application.

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

Present in Support:

- Brandon Becker, applicant, BCB Holdings, LLC, 616 North Rogers Road, Olathe, Kansas 66062
- Mark Breuer, PE, Schlagel and Associates, 14920 West 107th Street, Lenexa, Kansas 66215

Present in Opposition:

- No one appeared in opposition.

Staff Recommendation Starts At 28:00: Planning Director Richardson stated that he may have missed it, but he had not heard the final estimate to build the trail system and the Commission may want to get that number before making a final decision this evening. He further stated that with retaining walls that high it would be cost prohibited. He does not see any choice but to let them build the trail they have shown across the property and approve the request as submitted. They would not have to build in the easement. (He showed the Commission on the screen what they would have to build.)

The applicant came back to the microphone and addressed the question about the cost of putting the trail in as originally approved.

Motion and Vote Starts At 30:07:

On motion by Dr. Serda, seconded by Mr. Reasons, the Planning Commission voted as follows to recommend **APPROVAL** of Change of Zone Application #3214 as submitted by the applicant (**not requiring the connection to the south**):

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

Motion to recommend APPROVAL Passed: 7 to 0

On motion by Dr. Serda, seconded by Mr. Cho, the Planning Commission voted as follows to **APPROVE Piper Creek Estates Final Plat subject to all comments and suggestions outlined in the original approval:**

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



GeoSpatial Services
A Division of the Knowledge Office

710 North 7th Street Suite 200
Kansas City, Kansas 66101

Phone: (913) 573-2941
Fax: (913) 573-4106

To: Rob Richardson, Urban Planning and Land Use
Janet Parker, Urban Planning and Land Use
From: Robert Ringel, GIS Analyst, Unified Government GSS
Date: October 15, 2019
RE: PIPER CREEK ESTATES

We have researched the official county records for the above plat as submitted to Urban Planning and Land Use by:
Schlagel & Associates, PA

And we have determined the following:

Takes part of CIC-TAS Parcel:
957602
Owner-of-Record:
BCB Holdings, LLC
Jurat Signature:
Brandon Becker – BCB Holdings, LLC

We find that the plat is: Presently unacceptable for posting.

Please note the following comments.

1) Taxes

Per KSA 19-1207 any current taxes and assessments must be paid along with any unlevied taxes for the current year. Parcel 957602 has unpaid 2018 taxes and/or assessments currently total: \$4,870.22. For exact payoff amount the taxpayer should contact the Unified Government Treasurer. These taxes must be satisfied prior to recording.

2) Legal Description

The legal description has a discrepancy between "60.51" and "61.51" along the northwesterly line of Tract 1.

3) Dimensions

The two outer dimensions along Lots 6 to 13 are incorrect.



**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY
& KANSAS CITY, KANSAS
PUBLIC WORKS DEPARTMENT**

ONE McDOWELL PLAZA

701 NORTH 7TH STREET, 66101

(913) 573-5700
FAX (913) 573-5727

October 16, 2019

Aaron Reulter, LS
Schlagel & Associates PA
14920 West 107th Street
Lenexa, KS 66215

Re: Final Plat of PIPER CREEK ESTATES FIRST PLAT

Dear Mr. Reulter

I have reviewed your submittal of the above captioned plat and have these comments for your review:

- Provide Land Survey Reference Reports and correspondence / proof that reports have been sent to Historical Society.
- Provide a printout of the error of closure for the out boundary of the plat
- Edit scale bar to read 1" = 60'
- The planning chairman is Jeff Carson
- The Secretary is Robin H Richardson, AICP
- County Engineer is Troy Shaw, PE
- Legal description, 2nd paragraph line 19, the distance of 469.28' does not match face of plat that reads 77.00'
- Legal description, 2nd paragraph line 20, the distance of 127.15' does not match face of plat that reads 77.15'
- Please check the closure of the plat.

If I can be of any further assistance, please feel free to contact me at your convenience.

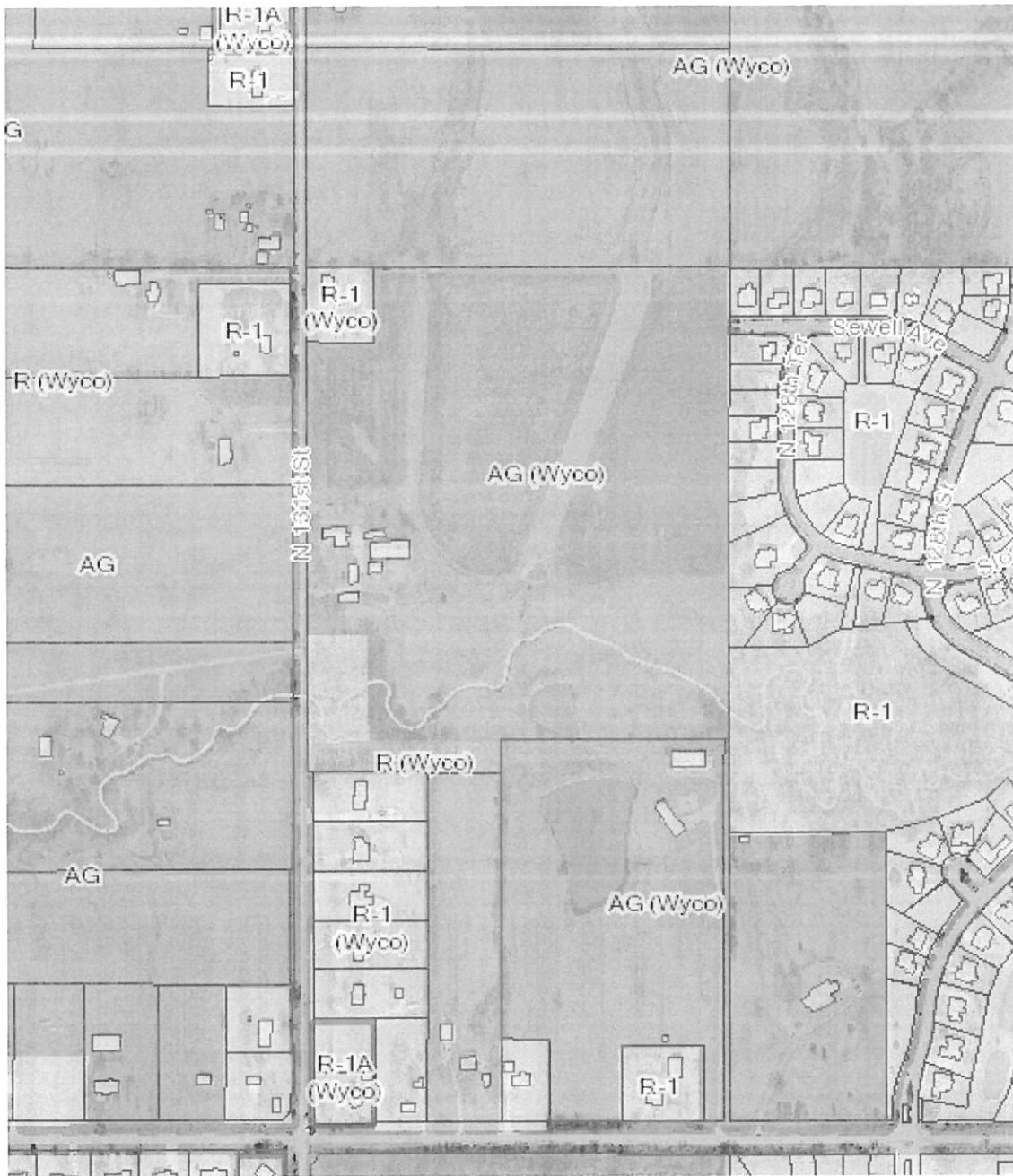
Sincerely,

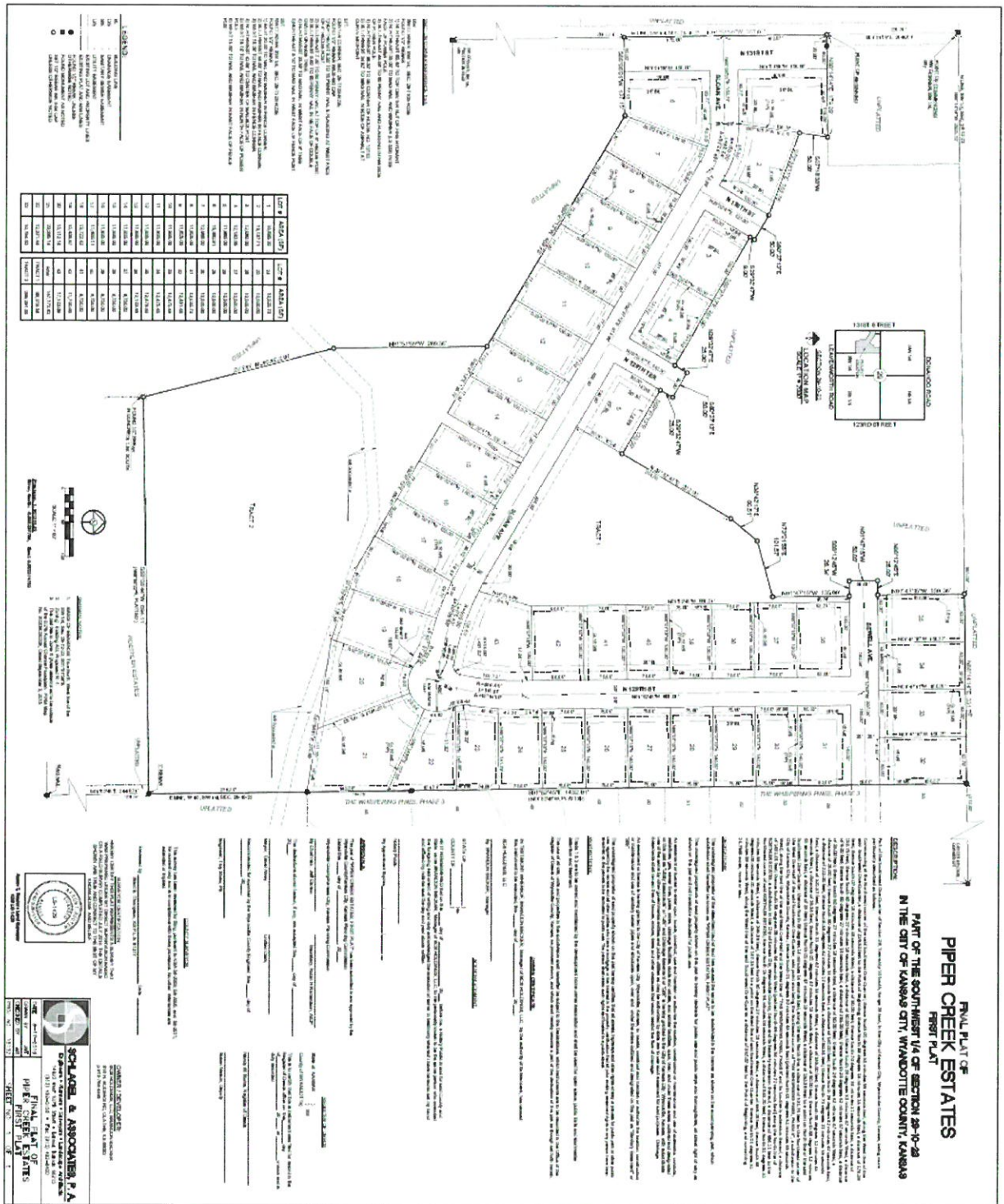
A handwritten signature in dark ink, appearing to read 'BET', with a stylized flourish at the end.

Brent E. Thompson, PS.
County Surveyor

Cc: Martin Ntonjira

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MEETING NOTES

Project : PIPER CREEK ESTATES		Meeting Date: 1/20/20
Subject: NEIGHBORHOOD MEETING		Meeting Chairperson: Brandon Becker
Meeting Location: Dubs Dread Golf Course, 12601 Hollingworth Road, Kansas City, KS 66109		Meeting Number: 1
PRESENT:	<i>Engineer – (SA)</i> Schlagel Mark Breuer	<i>Developer – (BSM)</i> Builders Stone & Masonry Brandon & Cindy Becker
<i>Residents:</i> See attached sign in sheet		
<i>Notice of all present: If any of the following items are incorrect or fail to record discussion at the meeting, please contact preparer immediately.</i>		
Prepared By: Mark Breuer		Issue Date: 1/21/2020

Item	Discussion Topics
	The meeting was called to order at 6pm by Brandon Becker. Brandon introduced the project and explained the purpose of the meeting. He then introduced Mark Breuer with Schlagel, who further explained the reasons for removing the stipulation to connect the trail. It was explained that Mr. Becker had reached out to Whispering Pines HOA, and that there was not support for connecting the proposed trail to their private trail system. Mr. Breuer explained that the existing grades and utility conflict in the existing UG easement to the south made it impossible to construct the trail along that alignment without obtaining additional property.
1	Question -Steve Wolf: Are there any State requirements to connect these trails together? Answer: No
2	Question – Lawrence Wagner: Have you gotten an official response in writing from Whispering Pines that they do not want to connect the trail? Answer (Brandon Becker): Not officially in writing.
3	Dave Lynn then stated that Jackie Lynn was on her way to the meeting to speak for the Whispering Pines HOA. When Jackie Lynn arrived, she stated that they had conducted a survey of the residents and that the results were approximately 60/40 against trail connection.
4	Question -Dick Wetchensky: What will happen if they do not remove the stipulation. Answer (Brandon Becker and Mark Breuer)- The project will either not go forward or we may have to appeal to the governing body. We cannot construct a trail on someone else's property. When the stipulation was originally added, we voiced concerns with how this was to be worked out. We have been trying for over a year to come to an agreement but have not made progress.
5	Question – Paula Van Brunt: What are the limits of Phase 1 Answer: Mark Breuer showed the limits of Phase 1 on the plat exhibit.
The meeting was closed at 6:50pm. • Attachments: Sign In Sheet • Mailing / Address Listing • Notification letter	

END

14920 West 107th Street • Lenexa, Kansas 66215 • (913) 492-5158 • Fax: (913) 492-8400

January 20, 2020 – Application Nuyumber: CZ-19401-00036 (Ref: 3214)

Sign-in Sheet:

1. Paul Van Buren
2. Don Van Buren
3. STEVE WOLF
4. LAWRENCE A WAGNER
5. Dirk Wetschensky
6. Jackie Lynn
7. Dave Lynn
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____
21. _____

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF Kansas

COUNTY OF Wyandotte

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

1. That I am the petitioner for Petition #CZ-19401-00036 (Ref: 3214).
2. That I conducted a neighborhood meeting on January 20, 2020.
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.



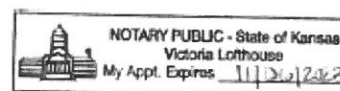
Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 28th day of January, 2020.

My commission expires 11 of November, 2023.



Notary Public



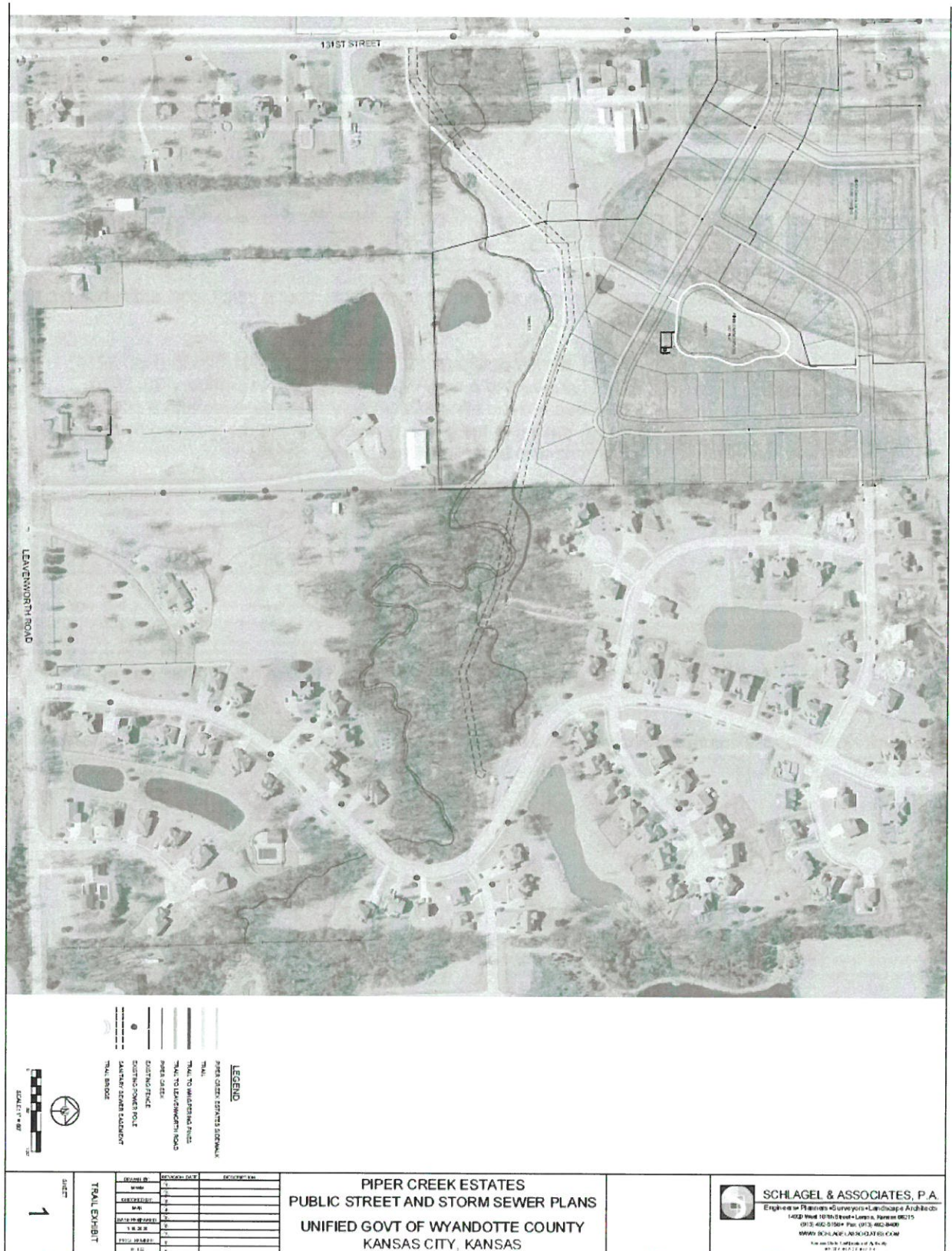


Figure 1: Trail connections general layout



Figure 2: Right-of way connection to Leavenworth Road

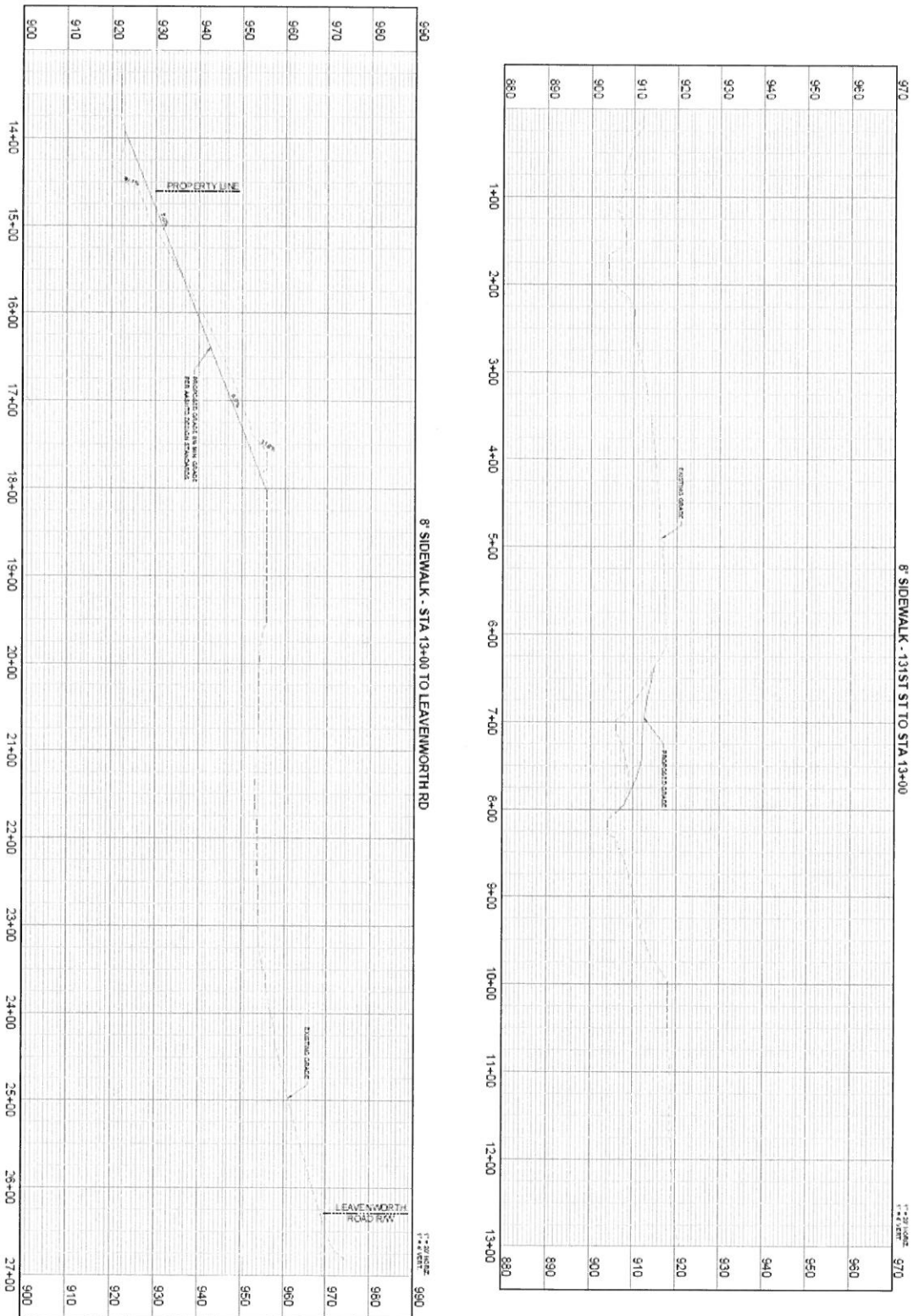


Figure 3: Profiles

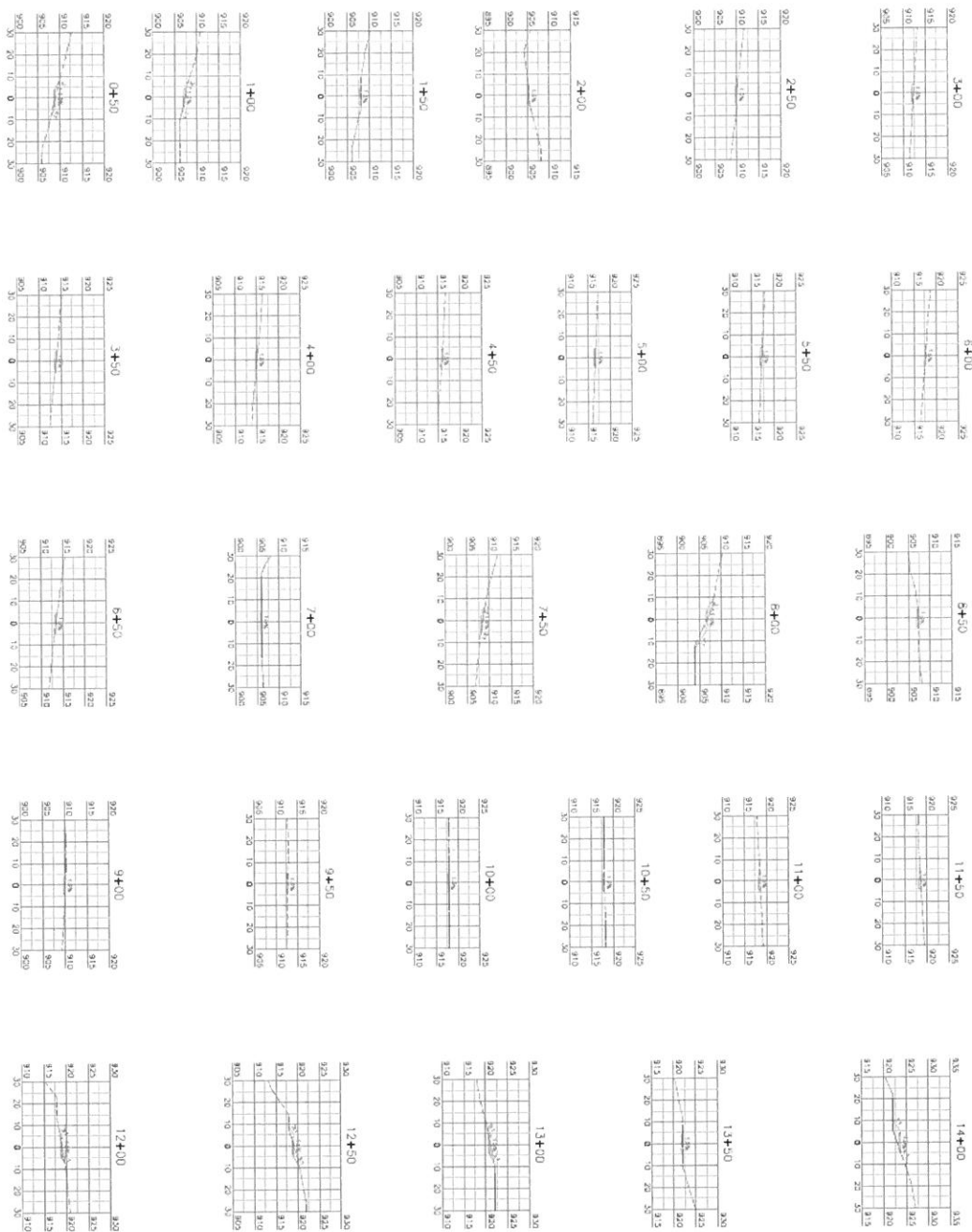
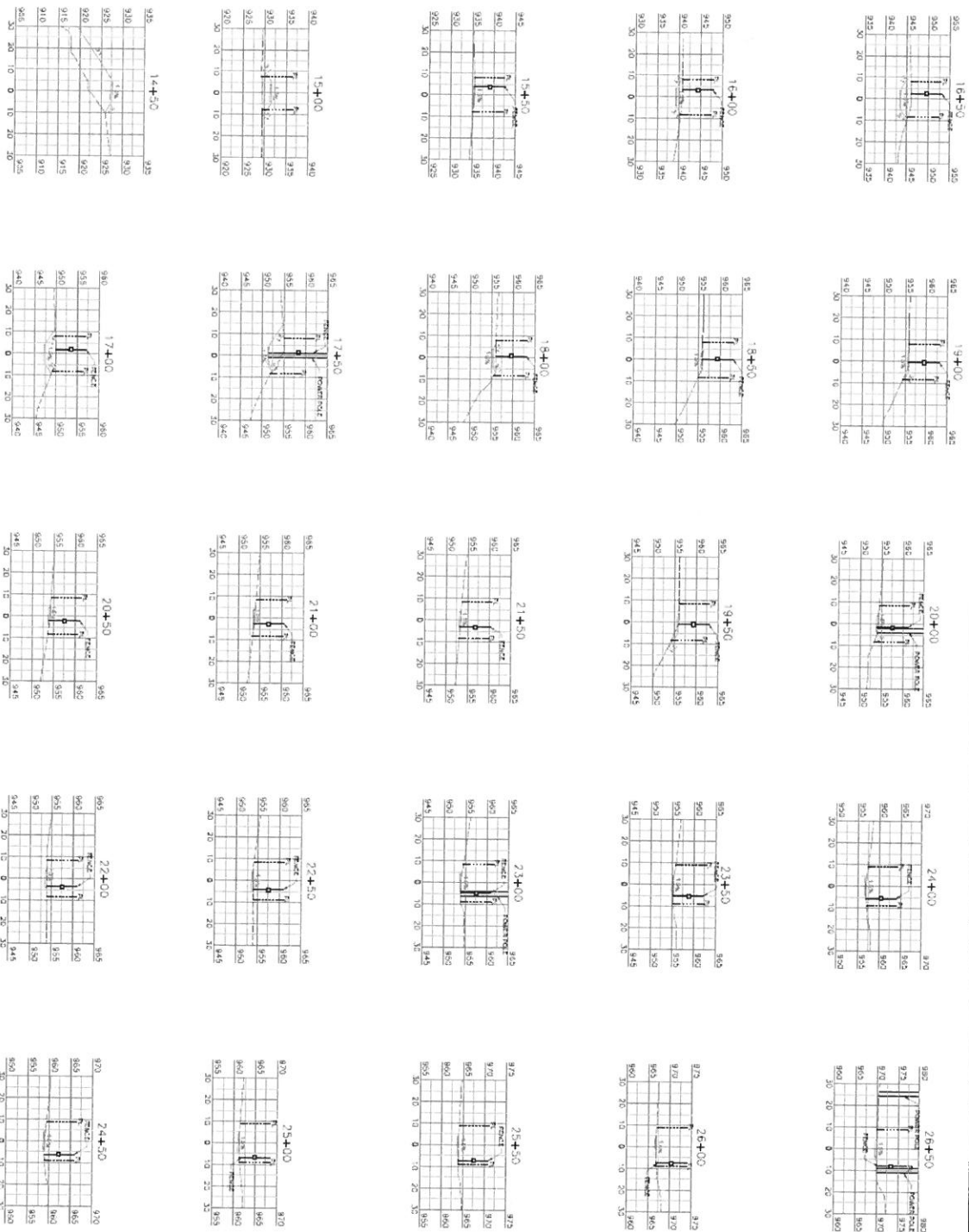


Figure 4: Cross Sections





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: February 27, 2020
Re: **Petition #SP-2020-12**

GENERAL INFORMATION

Applicant:

Rachel A. McMeachin

Status of Applicant:

Representative

Voler: Thieves of Flight

556 Lowell Avenue

Kansas City, KS 66101

Requested Action:

Renewal of a home occupation special use permit

Date of Application:

December 24, 2019

Purpose:

To teach yoga and aerial acrobatics classes in the home.

Property Location:

556 Lowell Avenue

Existing Zoning:

R-1(B) Single Family District



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

Existing Uses: **North:** Single family home
South: Single family homes
East: Single family homes and a vacant lot
West: Single family home

Total Tract Size: .18 acre

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

Major Street Plan: The Major Street Plan classifies 6th Street and Lowell Avenue as local streets.

Advertisement: The Wyandotte Echo – January 16, 2020
Letters to Property Owner – January 15, 2020 and February 19, 2020

Public Hearings: February 10, 2020 and February 27, 2020

Public Opposition: No one appeared in opposition at the February 10, 2020 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Rachel McMeachin has requested a special use permit to operate a yoga and aerial acrobatics studio out of her home at 556 Lowell Avenue. This application is a renewal of SP-2019-1 for the same use, which was approved for 1 year in February 2019.

City Ordinance Requirements: 27-592 through 27-606

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

This parcel is in a dense, residential neighborhood with small lot single family homes.

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

The zoning and uses of properties nearby are set out above. The proposed use has not had any issues that staff are aware of in the past year of operation.

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

The removal of restrictions should not detrimentally affect nearby property.

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

The property is not vacant. The applicant lives in the 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 was a concern with the initial special use permit, however since approval last year, staff has not received any complaints or been informed of any issues.

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 would be minimal as compared to the hardship imposed on the individual landowner or landowners.

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

This is not an issue.

PREVIOUS ACTIONS

SP-2019-1 - Home Occupation Special Use Permit for aerial acrobatics and yoga studio. Approved February 28, 2019.

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on January 24, 2020. A copy of the meeting 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-2020-12, subject to:

Business License Comments:

1. Applicant has filed and renewed the occupation tax application for the business activity.

Urban Planning and Land Use Comments:

1. Have you received any complaints in the last year regarding operation of the business?

Applicants Response: No.

2. Have there been any complaints in the last year related to the availability of on-street parking of neighbors?

Applicants Response: No.

3. The previous special use permit was approved for classes to be held Monday through Thursday, 5:30 PM- 8:00 PM and Saturday from 10:00 AM to 2:30 PM. The updated business plan lists changes that include the addition of classes on Sunday from 4:00-6:00 PM and Tuesday until 8:30 PM. Have there been any other changes to operation?

Applicants Response: The updated classes listed is the current ongoing schedule. The Sunday times are actually our practice times and not a class, but I included it since it happens at the same time every week and we have it listed on our website as a practice time for anyone needing the studio for rehearsals for upcoming performances.

4. If approved, staff recommends for ten (10) years, subject to:
- a. No signs.
 - b. No employees other than members of the immediate family residing on the premises.
 - c. City Codes shall be followed noting that no striptease or similar activities involving nudity shall occur.
 - d. 9:00 PM shall be the cutoff for all ticketed events as this residence is in the middle of a single-family neighborhood.
 - e. If there are events (i.e. larger classes, gatherings, ticketed events, etc.) that will exceed the ten (10) parking spaces that border the perimeter of the north side of Lowell Avenue and west side of South 6th Street, a pre-determined location for parking shall be listed on the advertisement/notice that gives instructions to attendees about shuttling to the property. This may lessen the impact on parking for neighborhood residents.
 - f. All doors and windows shall be closed when classes and/or events are occurring.

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-2020-12 subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

February 10, 2020 City Planning Commission Minutes
Updated business letter
Photos provided by the applicant
Neighborhood meeting minutes, sign-in and affidavit

REVIEW OF INFORMATION AND SCHEDULE

Action	Planning Commission	Unified Government Commission
Public Hearing	February 10, 2020	February 27, 2020
Special Use	Approval	

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

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #**SP-2020-12** 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-2020-12**, 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.

February 10, 2020 City Planning Commission Minutes:

SPECIAL USE PERMIT APPLICATION #SP-2020-12 – RACHEL A. MCMEACHIN – SYNOPSIS: Renewal of a Home Occupation Special Use Permit (#SP-2019-1 – expires 02/28/2020) for a live/workspace for aerial classes at 556 Lowell Avenue. *Detailed Outline of Requested Action:* The applicant, Rachel McMeachin has requested a

special use permit to operate a yoga and aerial acrobatics studio out of her home at 556 Lowell Avenue. This application is a renewal of SP-2019-1 for the same use, which was approved for 1 year in February 2019.

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 February 10, 2020;
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 publications in The ECHO; 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 Mrs. Jones, seconded by Mr. Connelly, the Planning Commission voted as follows to recommend **APPROVAL** of the items on the Consent Agenda:

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

Business License Comments:

1. Applicant has filed and renewed the occupation tax application for the business activity.

Urban Planning and Land Use Comments:

1. Have you received any complaints in the last year regarding operation of the business?

Applicants Response: No.

2. Have there been any complaints in the last year related to the availability of on-street parking of neighbors?

Applicants Response: No.

3. The previous special use permit was approved for classes to be held Monday through Thursday, 5:30 PM- 8:00 PM and Saturday from 10:00 AM to 2:30 PM. The updated business plan lists changes that include the addition of classes on Sunday from 4:00-6:00 PM and Tuesday until 8:30 PM. Have there been any other changes to operation?

Applicants Response: The updated classes listed is the current ongoing schedule. The Sunday times are actually our practice times and not a class, but I included it since it happens at the same time every week and we have it listed on our website as a practice time for anyone needing the studio for rehearsals for upcoming performances.

4. If approved, staff recommends for ten (10) years, subject to:
 - a. No signs.
 - b. No employees other than members of the immediate family residing on the premises.
 - c. City Codes shall be followed noting that no striptease or similar activities involving nudity shall occur.
 - d. 9:00 PM shall be the cutoff for all ticketed events as this residence is in the middle of a single-family neighborhood.
 - e. If there are events (i.e. larger classes, gatherings, ticketed events, etc.) that will exceed the ten (10) parking spaces that border the perimeter of the north side of Lowell Avenue and west side of South 6th Street, a pre-determined location for parking shall be listed on the advertisement/notice that gives instructions to attendees about shuttling to the property. This may lessen the impact on parking for neighborhood residents.
 - f. All doors and windows shall be closed when classes and/or events are occurring.

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

Voler Thieves of Flight Performance Ensemble began as a collaboration of performers and dancers who wanted to expand their skills in a cirque style collective. Voler was created in KC MO in 2007 and began it's performance track in 2008. We began collaborations across the city with major foundations within art, business, fitness and theater. We have over the years expanded our presence though teaching and performing at national and international events. Each year we grow and expand into a global community of innovators and creatives.

As an extension and complimentary arm of our performance troupe we began a social outreach program and training facility offering classes to the public. Anyone interested in learning circus skills, fitness, dance, self embodiment and personal development are encouraged to come learn. We welcome students of all genders, ages, orientations , race, and social spectrums. This has become a place where friends and family can come to learn and play together. We relocated to Kansas City Kansas from Kansas City Missouri in 2012 when the founder, Rachel McMeachin bought the historic landmark Holy Trinity Russian Orthodox Church at 6th and Lowell in Russian Hill. Her school brings people from all over the metro area into Kansas City Kansas to train and explore all that our neighborhood has to offer. Our school also attracts attention and visitors that are touring through the US. We often get guests from Cirque Du Soleil, Disney performing tours and Broadway dancers that use our facility to train when they are passing through Kansas City.

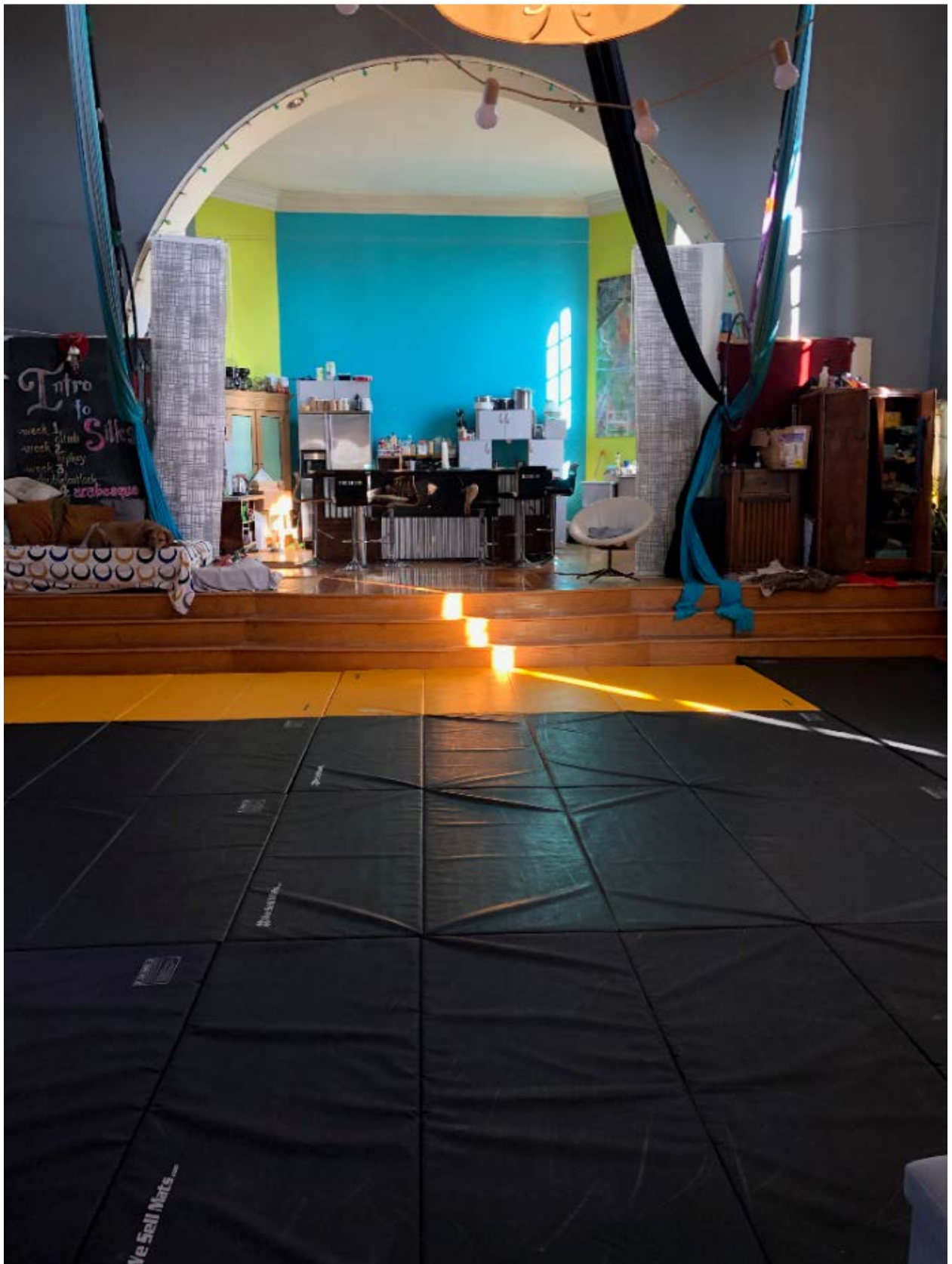
Our current ongoing weekly class schedule is as follows with days off for national holidays and snow days.

Monday: 6:30-8pm
Tuesday: 5:30-8:30pm
Wednesday: 5:30-8pm
Thursday: 5:30-8pm
Saturday 10am-2:30pm
Sunday 4-6pm

We have occasional one off events, workshops or classes that are offered by guest or traveling teachers that if scheduled take place on weekends. For example: a monthly handstand clinic occurs the last Saturday of every month from 2:30-4pm. Private classes for birthday parties and bachelorette parties occasionally book a Saturday late afternoon or Sunday early afternoon for group lessons.

Our classes run either 60 or 90 min each. Our class sizes are small given the size of the studio and the number of aerial rig points we have installed. An average class size is 6 but we can accommodate a maximum of 15 aerial student. Parking for the students driving either alone or carpooling is available on the street in front of the church or to the side of the church on 6th St. The number of empty spaces available for students depends on who's coming and going but usually there are 4 open spaces on Lowell directly in front of the church and another 10-15 spaces heading down 6th Street (parking on 6th St. is ample given it's a one way street, parking is allowed on both sides of the street, and 1/2 of the properties on 6th st are vacant lots or abandoned houses.)













Neighborhood Meeting Minutes

Friday, January 24, 2020
4pm-5pm

Voler: Thieves of Flight
Rachel McMeachin
Application #: SP-2020-12

Attendees: Rachel McMeachin, Diana Arganbright, Ed Lesyk, Melissa Weuman, Jessica Delacruz, John Bersuch

Meeting called to order at 4:31pm

Introductions – Went around the room and everyone introduced themselves and mentioned their address.

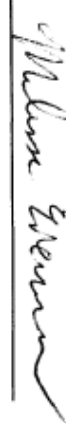
Presentation – All attendees were familiar with Rachel's space but 2 attendees hadn't been inside the building. Rachel explained use of studio and practice space that holds classes 5 days a week. She discussed the parking space plan which includes a sign at the studio floor entrance to request that students park in designated spots only, aiming the bulk down towards Central along 6th Street.

Q & A / Comments –

- Group discussion about the neighborhood progression over the years starting back when the space was a church through recent times.
- Jessi stated this building was a great space for the Community
- John felt the neighborhood is better with Voler in the neighborhood
- Ed stated he felt people are being conscious of where they park and respectful of the neighborhood.
- Melissa said she felt having businesses like Voler is good for the neighborhood.
- Greg's comment [by text message shortly after meeting] – "Hi Rachel. It's Greg. Sorry I couldn't make your meeting. I just got off work. I would love to see/hear your proposal. You've done a good job of keeping traffic to a minimum. As long as there is no increase in traffic I'm good with you being approved."

Meeting adjourned at 5:04pm.

Minutes taken by: Diana Arganbright – Admin Assistant

#	NAME	Neighbor/Other	Address [If neighbor]	Signature
1)	Rachel M. Mearns	Hostess		
2)	Diana Argambright	Admin Asst		
3)	Ed Lasky	Neighbor	556 Lowell Ave	
4)	Melissa Weiman	Neighbor	608 Lowell Ave	
5)	Jessica Delacruz	Neighbor	606 Lowell Ave	
6)	John Bersuch	Neighbor	606 Lowell	
7)				
8)				
9)				
10)				
11)				
12)				
13)				
14)				
15)				

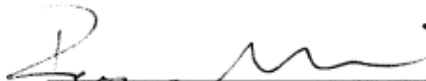
AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF Kansas)
) SS:
COUNTY OF Wyandotte

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

1. That I am the petitioner for Petition # SP-19402--00123
2. That I conducted a neighborhood meeting on January 24, 2020
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.

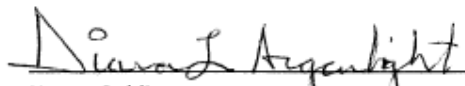
Further affiant saith not.


Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 27th day of Jun, 2020

My commission expires 16th of Oct, 2020

DIANA L. ARGANBRIGHT
Notary Public - Notary Seal
STATE OF MISSOURI
Commissioned for Jackson County
My Commission Expires: Oct. 16, 2020
Commission ID #12405448


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: February 27, 2020
Re: Petition #SP-2020-13

GENERAL INFORMATION

Applicant:
Brian Glasser

Status of Applicant:
Representative
2601 Madison Avenue, Suite A
Kansas City, Missouri 64108

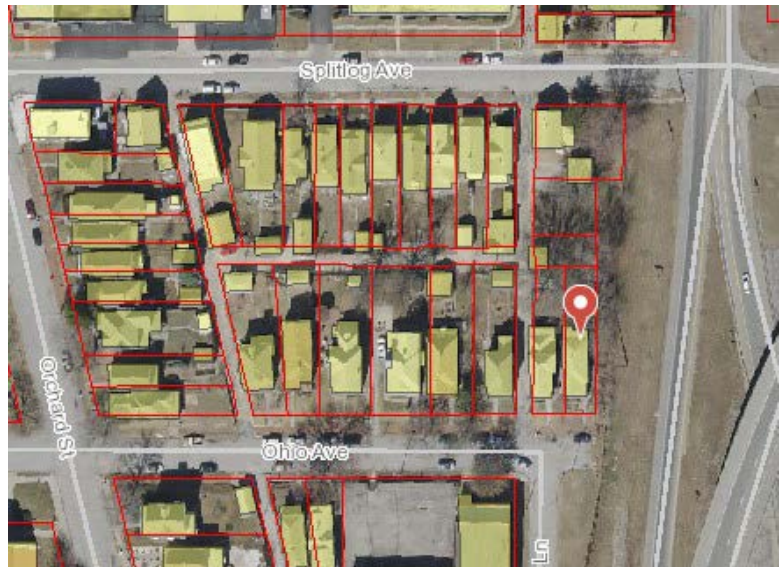
Requested Action:
Approval of a Special Use
Permit (Home Occupation)

Date of Application:
November 22, 2019

Purpose:
Home Occupation Special Use Permit to operate a short-term rental/AIRBNB

Property Location:
508 Ohio Avenue

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



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

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

Existing Uses: **North:** Accessory unit
South: Interstate-70 ROW
East: Interstate-70 ROW
West: Single Family Residence

Total Tract Size: .08 acre

Master Plan Designation: The City-Wide Master Plan designates this area as Urban Residential

Major Street Plan: The Major Street Plan classifies Ohio Avenue as a local/neighborhood street.

Advertisement: The Wyandotte Echo – January 16, 2020
Letters to Property Owner – January 15, 2020 and February 19, 2020

Public Hearings: February 10, 2020 and February 27, 2020

Public Opposition: No one appeared in opposition at the February 10, 2020 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicant is requesting a Special Use Permit to operate a short-term rental/AIRBNB. Applicant states that the entire property will be used as a short-term rental while the property owner is not using it as his second residence.

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

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

The neighborhood is primarily single-family residences on narrow lots. The property sits just outside of the downtown area, as designated by the Downtown Master Plan.

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

There are several short-term rentals in the Strawberry Hill neighborhood operating under a variety of circumstances. Some properties serve as short-term rentals full-time, while others serve dual roles of both primary residences and part-time short-term rentals. Operation of a residence as a second house and as a short-term rental can be compatible with the single-family properties in the surrounding neighborhood so long as the existence of the short-term rental does not injure the nearby properties.

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

Use of the property as a second residence is certainly suitable. As a short-term rental, the residence can still be suitable but there needs to be extra care taken to ensure that operation of the short-term rental has a positive impact on the neighborhood. This includes, but is not limited to, monitoring noise levels, keeping the residence and property clean and in good repair, providing adequate off-site parking for guests, and maintaining open channels of communication with neighbors.

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

The property has been vacant since at least September 2019.

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

The City-Wide Master Plan does not address Special Use Permits.

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

Applicant is limiting use of the residence to four guests and one car. This will not cause traffic to exceed the capacity of the street network to accommodate it, but it may lead to issues with 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.*

A short-term rental often brings in visitors or tourists from outside the Kansas City area, and this may have positive externalities on the area as a whole. But for the nearby neighbors, a rental property is not always a convenience, nor does it seem to typically better their public welfare.

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.*

Only noise is expected to be an issue. Applicant has put forth a plan to monitor noise levels and quickly address noise issues with the guests.

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.*

As mentioned previously, there are positive externalities associated with visitors coming to Kansas City and Wyandotte County, but it should also be noted that there are also negative externalities imposed upon the nearby neighbors of a poorly run short-term rental.

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

There is limited street parking in the neighborhood, in part due to the fact that many of the properties do not have adequate on-site parking spaces. So long as short-term rental guests park on the property, overcrowding and overparking in the neighborhood should not be an issue.

PREVIOUS ACTIONS

None

NEIGHBORHOOD MEETING

Applicant held a neighborhood meeting at 4:45 PM on January 20, 2020 at 508 Ohio Avenue. Meeting minutes show that no neighbors attended, but Applicant states one neighbor has been in communication with him via e-mail. Applicant stated the e-mails have pertained to the operation of the short-term rental and how the neighbor can communicate with Applicant.

KEY ISSUES

Parking

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 7 to 0 to recommend **APPROVAL** of Special Use Permit Application #SP-2020-13, subject to **the applicant either providing a parking pad in the rear or vacating the right-of-way within six months and approval would be for one (1) year.**

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-2020-13** subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

February 10, 2020 City Planning Commission Minutes
Applicant's Answers to Additional Short-Term Rental Questions
Statement from Property Owner
Photos of Rental Property
Layout of Rental Property (Provided by Applicant)
Parking Issues (Provided by Staff)
Meeting Minutes, January 20, 2020

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>Unified Government Commission</u>
Public Hearing		
Special Use	February 10, 2020	February 27, 2020
	Approval	

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

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #**SP-2020-13** 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-2020-13**, 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.

FEBRUARY 10, 2020 CITY PLANNING COMMISSION MINUTES:

Hearing Starts At 1:38:45:

SPECIAL USE PERMIT APPLICATION #SP-2020-13 – BRIAN GLASSER –

SYNOPSIS: Special Use Permit for a short-term rental/AIRBNB at 508 Ohio Avenue.

Detailed Outline of Requested Action: The applicant is requesting a Special Use Permit to operate a short-term rental/AIRBNB. Applicant states that the entire property will be used as a short-term rental while the property owner is not using it as his second residence.

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 February 10, 2020;
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 January 16, 2020; and
7. The Notices to property owners dated January 15, 2020.

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

Present in Support:

- Brian Glasser, applicant, 2734 Belleview Avenue, Kansas City, Missouri

Present in Opposition:

- No one appeared

Staff Recommendation Starts At 1:47:59: Planning Director Richardson stated that although staff recommended denial, he believes there are a couple of alternatives. He can either work out something to get a parking pad in the back or there is a portion that he could apply for a vacation and make it part of this lot. That would be a front yard

parking space which makes sense for him to do anyway. The staff recommends approval subject to the applicant either providing a parking pad in the rear or vacating the right-of-way within six months and approval would be for one (1) year as the applicant does not live there.

Motion and Vote Starts At 1:48:57:

On motion by Dr. Serda, seconded by Mr. Reasons, the Planning Commission voted as follows to recommend **APPROVAL** of **Special Use Permit Application #SP-2020-13** subject to the applicant either providing a parking pad in the rear or vacating the right-of-way within six months and approval would be for one (1) year:

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

Motion to recommend APPROVAL Passed: 7 to 0

APPLICANT'S ANSWERS TO ADDITIONAL SHORT-TERM RENTAL QUESTIONS

Written Responses for SUP:

1. Business has not been in operation – currently applying
2. Yes; door knock introduction and notification
3. In process of getting business license
4. Have not paid any lodging taxes to this point
5. 2 bedrooms will be rented when owner is not present, no bedrooms will be rented when owner is present
6. Maximum occupancy of 4 (2x individuals per bedroom max)
7. Maximum number of vehicles per stay = 1 (1x vehicle per stay)
 - a. Occupants will park on street and/or in back of home
8. Guests will be at the residence at least 9/12 months of the year. The occupancy will depend on visitor frequency
9. Will obtain rental license if required
10. The home is a 2 bedroom 1 bath single family home. The 2 bedrooms will be available when the owner is not home. There is 1 full bathroom. There is a formal living room, dining room and kitchen which are all available to the guests as well.
11. Home was inspected and sewage line was scoped. Owner will utilize local companies to ensure all 8 requirements below are always mitigated and maintained.
 - a. Working smoke detectors in each bedroom and each level of the home
 - b. GFCI outlets in bathrooms (bathroom is very outdated and will be updated). Licensed electrician will install GFCI in bathroom if not already in place or additional outlets are needed
 - c. Double keyed locks are not authorized and will not be
 - d. There are no copper gas lines, nor will there be
 - e. All windows are operable, and original windows will be maintained until their end of usage
 - f. Handrails already in place for any area with stairs
 - g. Hot water tank and furnace are currently vented in a safe manner as is. Prestige Contractors LLC, licensed and insured will service the furnace this winter and install AC condenser after winter
 - h. Electrical panel and circuits are all currently safe. Any work will be completed by a licensed and insured electrician.

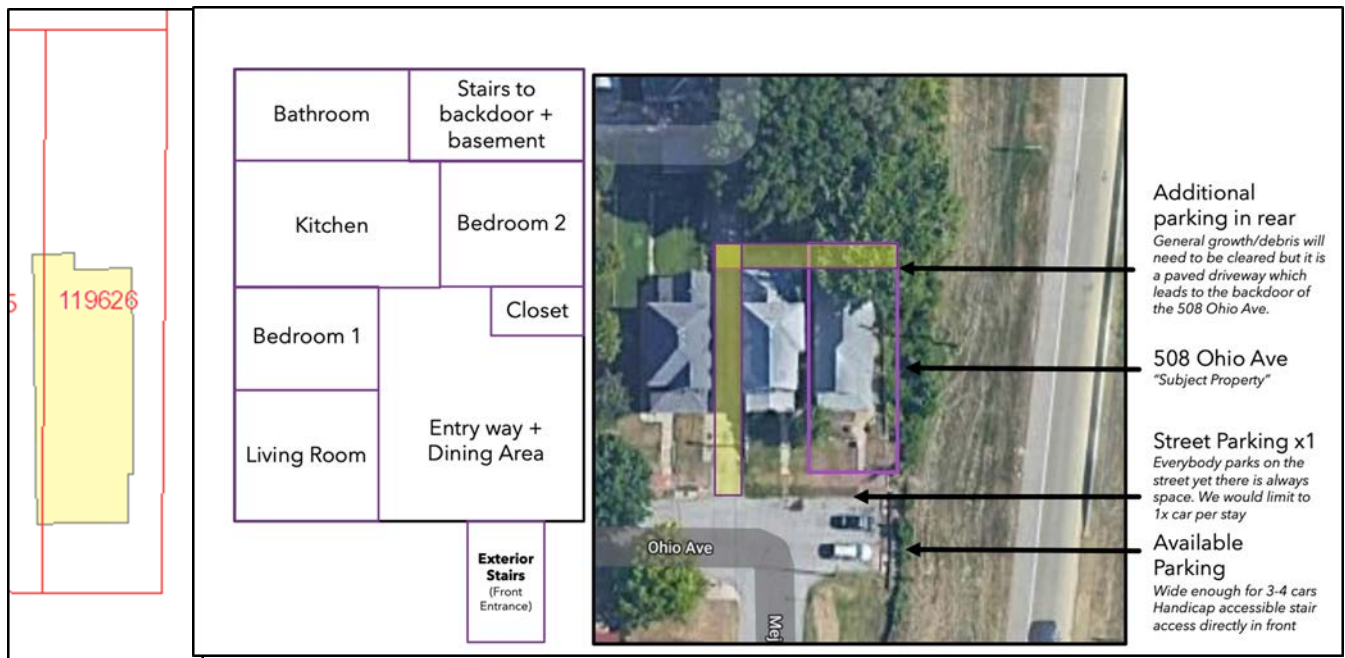
STATEMENT FROM PROPERTY OWNER

My plan is to utilize 508 Ohio Ave as my secondary residence, specifically in the spring and summer months. Currently I cover healthcare and education and not for profit clients in Kansas and Missouri. I primarily reside and work in Dallas, TX for Bank of America but Kansas City has been listed as one of three high possibility transfer locations for my career growth. With my friends and colleagues in Kansas City, I figured it was an opportune time to purchase something prior to being forced to move and purchase in a rush. In the meantime, I would like to operate a short-term rental which will allow me the flexibility to visit freely while in town.

PHOTOS OF RENTAL PROPERTY



LAYOUT OF RENTAL PROPERTY (PROVIDED BY APPLICANT)



*508 Ohio's lot (above) has significant sq. ft. behind home which is a bit unclear via natural earth/google earth imagery – but can be seen in the parcel viewer view.

PARKING ISSUES (PROVIDED BY STAFF)



← There is no concrete or asphalt surface in the rear yard, no is there proof of any easement or access agreement with the neighboring property in order for vehicles to reach 508 Ohio Avenue.

← Parking in the right-of-way cannot be guaranteed to guests or short-term rentals. Therefore, only providing on-street parking is unacceptable, regardless of its proximity to the residence.

Neighborhood Meeting Summary

Application Number: Ref. SP-2020-13

Date and Location: January-20-2020, 508 Ohio Ave, Kansas City, KS 66101

Meeting called to order at: 4:45 pm

Names of people in attendance: Brian Glasser and Andrew Morgans

There were no physical attendees but the owner at 512 Ohio Ave reached out via email to Brian Glasser and we have been dialoguing about ensuring that the short-term rental host(s) are easily to reach, communicate well, and run a professional operation. The inquiry was from Mr. Steven Sudekum.

Meeting adjourned at: 5:15 pm, after 30:00 minutes of no attendees

Minutes taken by: Andrew Morgans

Meeting Held By: Brian Glasser

Witnessed By: Andrew Morgans



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: February 27, 2020
Re: Petition #SP-2020-14

GENERAL INFORMATION

Applicant:
Craig Seetin

Status of Applicant:
Owner
Kansas Battery & Ignition
1202 Kansas Ave.
Kansas City, Kansas 66105

Requested Action:
Approval of a
Special Use Permit

Date of Application:
December 27, 2019

Purpose:
Approval of a Special Use
Permit for the purpose of
automobile repair and sales

Property Location:
1202 Kansas Avenue



Commission Districts:

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

Existing Zoning: C-3 Commercial and M-2 General Industrial Districts

Existing Surrounding Zoning: **North:** M-2 General Industrial District

South: C-3 Commercial District

East: C-3 Commercial District

West: R-2(B) Two Family District

Existing Uses: **North:** Commercial Businesses

South: Duplexes and Commercial Businesses

East: Commercial Businesses

West: Duplexes

Total Tract Size: .95 acre

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

Major Street Plan: The Major Street Plan classifies Kansas Avenue as a Class B Thoroughfare

Advertisement: The Wyandotte Echo – January 16, 2020
Letters to Property Owner – January 15, 2020 and February 19, 2020

Public Hearings: February 10, 2020 and February 27, 2020

Public Opposition: No one appeared in opposition at the February 10, 2020 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicant is requesting a Special Use Permit that would allow him to obtain a dealers' license. The applicant states that cars are left behind at his place of business that are not worth fixing or because customers don't want to or can't afford to fix them. This permit would allow him to sell these cars that he purchases from the customers.

City Ordinance Requirements: 27-592 through 27-606

FACTORS TO BE CONSIDERED

1. *The Character of the Neighborhood.*

The character of the neighborhood is comprised of mostly duplex residential units and commercial businesses.

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 outlined above. The proposed use could be compatible with them if managed 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?*

If managed properly, the proposed use could be suitable for the property and should not detrimentally affect nearby property.

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

The property is not vacant.

5. *The 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 should not result in increasing the amount of vehicular traffic to the point of exceeding 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 provides a benefit to the public by allowing for the removal of inoperable automobiles from the premises. The proposed use will not injure neighboring properties and may, in fact, benefit the visual quality and marketability of 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.*

The proposed use should not create these issues.

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

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

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

The proposed use would not create these issues.

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

The relative gain to the public health, safety, and welfare is minimal. If the application is denied, the business owner would need to find another way to remove unwanted vehicles from the premises.

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

None

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting January 24, 2020. There was no opposition recorded. Documentation is attached below.

KEY ISSUES

None

STAFF COMMENTS AND SUGGESTIONS

The Planning Commission voted 7 to 0 to recommend **APPROVAL** of Special Use Permit Application #SP-2020-14, subject to:

Urban Planning and Land Use Comments:

- 1. Please provide a site plan of the area indicating where parking is located.**

Staff: Applicant has provided a site plan and is attached below.

- 2. Approximately how many vehicles would be acquired and sold each day?**

Applicant: Five to ten used cars per year would be sold.

3. Where will vehicles be stored while they are waiting to be sold?

Applicant: Cars will be stored inside the facility.

4. Please provide a detailed statement explaining how hazardous materials and other refuse is disposed of.

Applicant: Waste oil is burned. Batteries and cars are recycled.

5. Approval is for two (2) years.

Business License Departments:

Applicant has filed and maintained a current business occupation tax application

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-2020-14** subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

February 10, 2020 City Planning Commission Minutes
Zoning Map
Site Plan
Conservation District Comments
Neighborhood Meeting Minutes
Site Plan

REVIEW OF INFORMATION AND SCHEDULE

Action	Planning Commission	Unified Government Commission
Public Hearing	February 10, 2020	February 27, 2020
Special Use	Approval	

STAFF CONTACT: **Shana Shanteau**
 sshanteau@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #**SP-2020-14**, 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-2020-14**, 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.

February 10, 2020 City Planning Commission Minutes:

Hearing Starts At 1:49:31:

SPECIAL USE PERMIT APPLICATION #SP-2020-14 – CRAIG N. SEETIN – SYNOPSIS: Special Use Permit for automotive repair and sales at 1202 Kansas Avenue. **Detailed Outline of Requested Action:** The applicant is requesting a Special Use Permit that would allow him to obtain a dealers' license. The applicant states that cars are left behind at his place of business that are not worth fixing or because customers don't want to or can't afford to fix them. This permit would allow him to sell these cars that he purchases from the customers.

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 February 10, 2020;

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 January 16, 2020; and
7. The Notices to property owners dated January 15, 2020.

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

Present in Support:

- Greg Seetin, applicant, Kansas Battery & Ignition, 1202 Kansas Avenue, Kansas City Kansas 66105

Present in Opposition:

- No one appeared

Staff Recommendation Starts At 1:51:57: Planning Director Richardson stated that the staff recommends approval subject to the stipulations in the staff report.

Motion and Vote Starts At 1:52:40:

On motion by Mrs. Jones, seconded by Ms. Cho, the Planning Commission voted as follows to recommend **APPROVAL** of **Special Use Permit Application #SP-2020-14:**

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

Motion to recommend APPROVAL Passed: 7 to 0

Subject to:

Urban Planning and Land Use Comments:

1. Please provide a site plan of the area indicating where parking is located.

Staff: Applicant has provided a site plan and is attached below.

2. Approximately how many vehicles would be acquired and sold each day?

Applicant: Five to ten used cars per year would be sold.

3. Where will vehicles be stored while they are waiting to be sold?

Applicant: Cars will be stored inside the facility.

- 4. Please provide a detailed statement explaining how hazardous materials and other refuse is disposed of.**

Applicant: Waste oil is burned. Batteries and cars are recycled.

- 5. Approval is for two (2) years.**

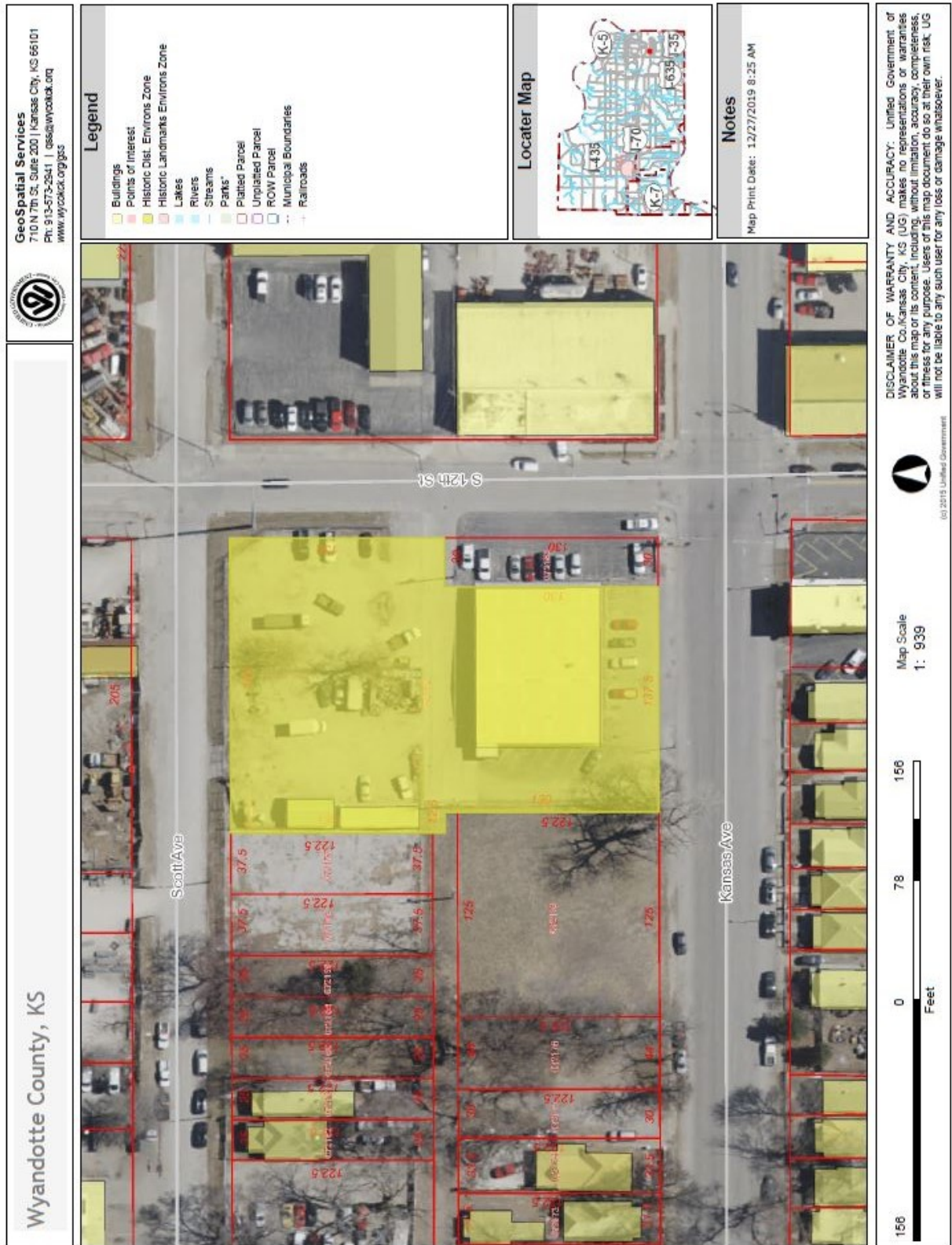
Business License Departments:

Applicant has filed and maintained a current business occupation tax application

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







Wyandotte County Conservation District
1204 N. 79th Street - Kansas City, KS 66112 - Phone (913)-334-6329 -
wyco.conservations@gmail.com

Rob Richardson
Director of Planning
701 North 7th Street Rm. 423
Kansas City, KS 66101
913-573-5750

January 14, 2020

RE: SP 2020-14 Craig Seetin with Kansas Battery and Ignition 1202 Kansas Avenue

Dear Mr. Richardson:

The Wyandotte County Conservation District, with technical assistance from the Natural Resources Conservation Service, has completed an environmental review of the site; SP 2020-14 Craig Seetin with Kansas Battery and Ignition 1202 Kansas Avenue.

In addition to the site review the following reports were generated from the Wyandotte County Soil Survey to assess the limitations for development and/or natural resources concerns for this site.

MAPS AND REPORTS

Soils Map
Soils Inventory Report
Map Unit Description (Brief)
Soil features

In summary, the following limitations and resource concerns were noted for this plat:

- There is one major soil type that were identified: Eudora-Urban land complex, rarely flooded. This soil type is considered erodible when the surface is denuded of a protective cover.
- If properly maintained, this site should not cause any major issues.
- The operation should be diligent in cleaning up any chemical spills immediately. so the soil in the area is not contaminate. During rain storms contamination can be incorporated into the storm water runoff and pollute the drainage system.

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

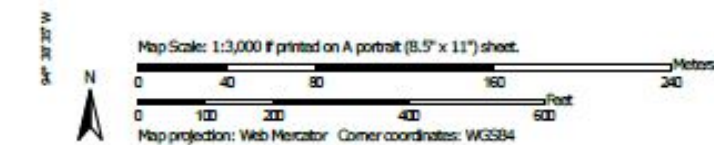
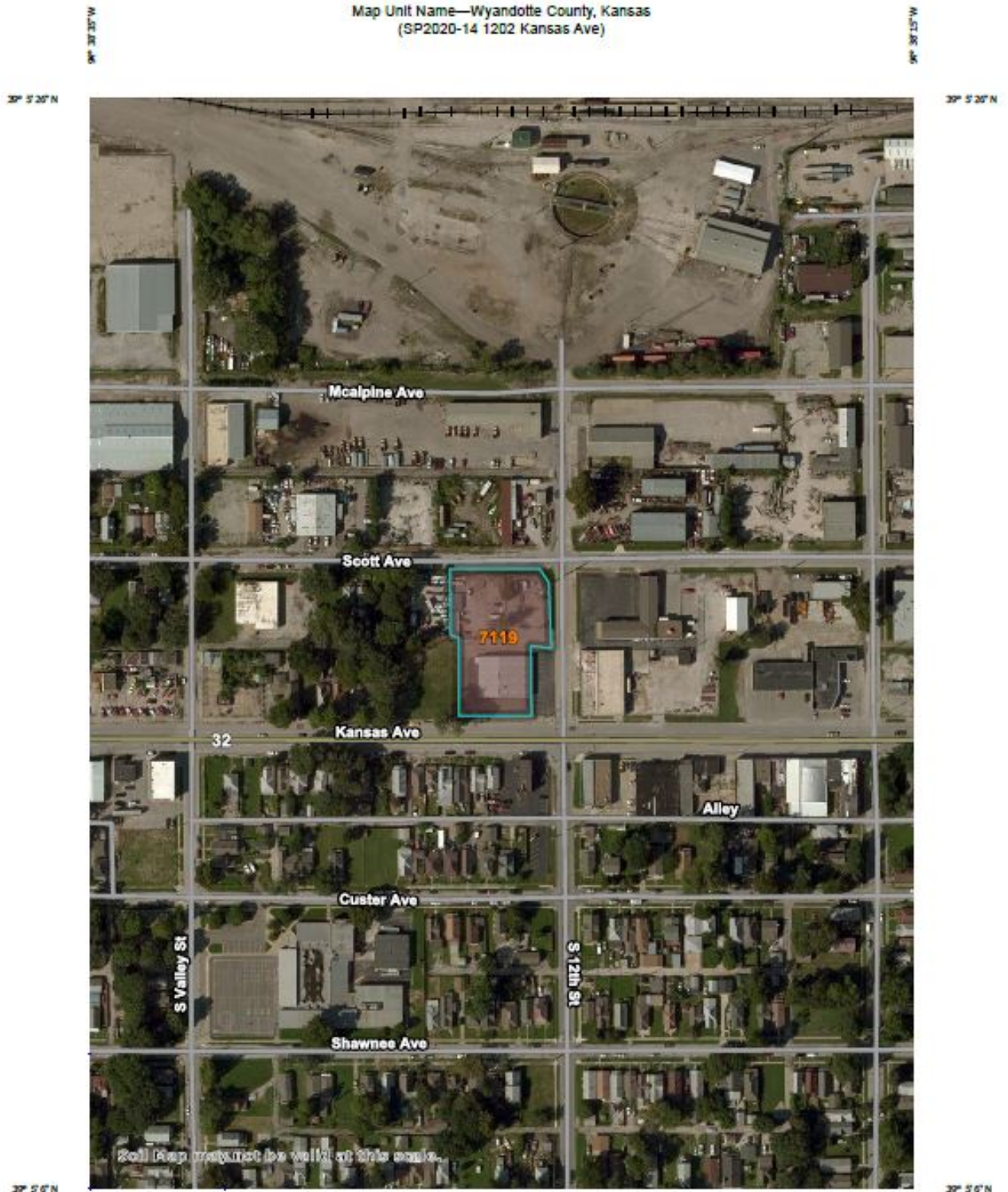
The ratings and other information in these reports are based on estimated engineering properties of the soils, on available test data and on field experience. The soil is ordinarily examined to a depth of about 6 feet. At a greater depth, additional geological investigation may be needed. The natural soils and drainage pattern may have been changed in this area due to previous urban development. Therefore, the physical composition influencing the structure of the natural soil has already been altered; however, some generalities can still be applied for these soils. On site investigation is needed for detail planning as some delineations on the maps include soils that differ from the named soil. Soil lines may not be exact therefore; on site investigation is needed for site specific planning.

If you have any comments or questions, please do not hesitate to call me.

Sincerely,

Cheri Miller
District Manager

Enclosures



USDA
Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

1/2/2020
Page 1 of 3

Map Unit Name—Wyandotte County, Kansas
(SP2020-14 1202 Kansas Ave)

MAP LEGEND

Area of Interest (AOI)	Area of Interest (AOI)
Soils	
Soil Rating Polygons	
Eudora-Urban land complex, rarely flooded	
Not rated or not available	
Soil Rating Lines	
Eudora-Urban land complex, rarely flooded	
Not rated or not available	
Soil Rating Points	
Eudora-Urban land complex, rarely flooded	
Not rated or not available	
Water Features	
Streams and Canals	
Transportation	
Rails	
Interstate Highways	
US Routes	
Major Roads	
Local Roads	
Background	
Aerial Photography	

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Wyandotte County, Kansas

Survey Area Date: Version 13, Sep 16, 2019

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 23, 2014—Sep 7, 2014

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Name

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
7119	Eudora-Urban land complex, rarely flooded	Eudora-Urban land complex, rarely flooded	1.0	100.0%
Totals for Area of Interest			1.0	100.0%

Description

A soil map unit is a collection of soil areas or nonsoil areas (miscellaneous areas) delineated in a soil survey. Each map unit is given a name that uniquely identifies the unit in a particular soil survey area.

Rating Options

Aggregation Method: No Aggregation Necessary

Tie-break Rule: Lower



Map Unit Description (Brief, Generated)

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions in this report, along with the maps, provide information on the composition of map units and properties of their components.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

The Map Unit Description (Brief, Generated) report displays a generated description of the major soils that occur in a map unit. Descriptions of non-soil (miscellaneous areas) and minor map unit components are not included. This description is generated from the underlying soil attribute data.

Additional information about the map units described in this report is available in other Soil Data Mart reports, which give properties of the soils and the limitations, capabilities, and potentials for many uses. Also, the narratives that accompany the Soil Data Mart reports define some of the properties included in the map unit descriptions.

Report—Map Unit Description (Brief, Generated)

Wyandotte County, Kansas

Map Unit: 7119—Eudora-Urban land complex, rarely flooded

Component: Eudora (45%)

The Eudora component makes up 45 percent of the map unit. Slopes are 0 to 1 percent. This component is on terraces on river valleys. The parent material consists of coarse-silty alluvium. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is very high. Shrink-swell potential is low. This soil is rarely flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 2 percent. This component is in the R106XY013KS Loamy Lowland (pe 30-37) ecological site. Nonirrigated land capability classification is 2w. This soil does not meet hydric criteria.

Component: Urban land (40%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Component: Bismarckgrove (15%)

Generated brief soil descriptions are created for major components. The Bismarckgrove soil is a minor component.

Data Source Information

Soil Survey Area: Wyandotte County, Kansas

Survey Area Data: Version 13, Sep 16, 2019

Soil Features

This table gives estimates of various soil features. The estimates are used in land use planning that involves engineering considerations.

A *restrictive layer* is a nearly continuous layer that has one or more physical, chemical, or thermal properties that significantly impede the movement of water and air through the soil or that restrict roots or otherwise provide an unfavorable root environment. Examples are bedrock, cemented layers, dense layers, and frozen layers. The table indicates the hardness and thickness of the restrictive layer, both of which significantly affect the ease of excavation. *Depth to top* is the vertical distance from the soil surface to the upper boundary of the restrictive layer.

Subsidence is the settlement of organic soils or of saturated mineral soils of very low density. Subsidence generally results from either desiccation and shrinkage, or oxidation of organic material, or both, following drainage. Subsidence takes place gradually, usually over a period of several years. The table shows the expected initial subsidence, which usually is a result of drainage, and total subsidence, which results from a combination of factors.

Potential for frost action is the likelihood of upward or lateral expansion of the soil caused by the formation of segregated ice lenses (frost heave) and the subsequent collapse of the soil and loss of strength on thawing. Frost action occurs when moisture moves into the freezing zone of the soil. Temperature, texture, density, saturated hydraulic conductivity (K_{sat}), content of organic matter, and depth to the water table are the most important factors considered in evaluating the potential for frost action. It is assumed that the soil is not insulated by vegetation or snow and is not artificially drained. Silty and highly structured, clayey soils that have a high water table in winter are the most susceptible to frost action. Well drained, very gravelly, or very sandy soils are the least susceptible. Frost heave and low soil strength during thawing cause damage to pavements and other rigid structures.

Risk of corrosion pertains to potential soil-induced electrochemical or chemical action that corrodes or weakens uncoated steel or concrete. The rate of corrosion of uncoated steel is related to such factors as soil moisture, particle-size distribution, acidity, and electrical conductivity of the soil. The rate of corrosion of concrete is based mainly on the sulfate and sodium content, texture, moisture content, and acidity of the soil. Special site examination and design may be needed if the combination of factors results in a severe hazard of corrosion. The steel or concrete in installations that intersect soil boundaries or soil layers is more susceptible to corrosion than the steel or concrete in installations that are entirely within one kind of soil or within one soil layer.

For uncoated steel, the risk of corrosion, expressed as *low*, *moderate*, or *high*, is based on soil drainage class, total acidity, electrical resistivity near field capacity, and electrical conductivity of the saturation extract.

For concrete, the risk of corrosion also is expressed as *low*, *moderate*, or *high*. It is based on soil texture, acidity, and amount of sulfates in the saturation extract.

Report—Soil Features

Soil Features—Wyandotte County, Kansas									
Map symbol and soil name	Restrictive Layer			Hardness	Subsidence		Potential for frost action	Risk of corrosion	
	Kind	Depth to top	Thickness		Initial	Total		Uncoated steel	Concrete
		Low-Riv-High	Range		Low-High	Low-High			
		In	In		In	In			
7119—Eudora-Urban land complex, rarely flooded									
Eudora		—	—		0	—	High	Low	Low
Urban land		—	—		—	—			

Data Source Information

Soil Survey Area: Wyandotte County, Kansas
 Survey Area Data: Version 13, Sep 16, 2019

Minutes of meeting for Special Use Permit for Kansas Battery & Ignition, Inc

Application Number: SP-2020-14

Date & Location: January 24, 2020 at 1202 Kansas Av Kansas City, KS 66105

Meeting was called to order at 5:00 pm by Craig Seetin

The only people in attendance were Craig Seetin, Deborah Seetin and Georgiana Smith, all employees of Kansas Battery & Ignition

Meeting was adjourned at 5:30 pm by Craig Seetin

People commenting on Special Use Permit:

Michael from Twin Screw Truck Repair came in January 21 at 2pm

Stated he had no problem with Kansas Battery selling cars to keep the area cleaned up.

Miguel Gonzalez came in January 24 at 4:45 pm

Stated he had no problem with Special Use Permit.

No one else contacted Kansas Battery prior to or attended the meeting on January 24.

Minutes taken by: Deborah Seetin-Ofc Mgr

Attached is signature from Miguel Gonzalez

Name and Contact Information

SAMPLE MINUTES:

Application Number SP-2020-14

Date and Location: 1202 Kansas Av KCK 66105

Meeting called to order at: 5pm

Names of people in attendance:

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: 5:30

Minutes taken by: Deborah Settin



AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF Kansas)
COUNTY OF Wyndotte) SS:

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

1. That I am the petitioner for Petition # SP-2020-14
2. That I conducted a neighborhood meeting on 1-24-20
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.

Craig Seeth
Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 24th day of January, 2002020

My commission expires 5 of July, 2002020

Georgiana Smith
Notary Public

GEORGIANA SMITH
NOTARY PUBLIC-STATE OF KANSAS
MY COMM. EXPIRES 7/5/2020





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: February 27, 2020
Re: **Petition #SP-2020-15**

GENERAL INFORMATION

Applicant:
Scott & Rebecca Johnson

Status of Applicant:
Owners SCOJO's Recycling, LLC
20103 Nall Avenue
Stillwell, Kansas 66085

Requested Action:
Renewal of a Special Use Permit

Date of Application:
December 27, 2019

Purpose:
Renewal of a Special Use Permit
to allow the continuation of
company office and temporary
storage lot for vehicle recycling
business

Property Location:
521, 523, and 525 South 11th Street



Commission Districts:

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

Existing Zoning: M-3 Heavy Industrial District

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

South: M-3 Heavy Industrial District

East: M-3 Heavy Industrial District

West: M-3 Heavy Industrial District

Existing Uses: **North:** Williams Insulation, Union Pacific Railway

South: Rodriguez Mechanical Contractor

East: Shafer Salvage

West: Union Pacific Railroad Armourdale

Total Tract Size: .2 acre (total for all 3 parcels)

Master Plan Designation: The City-Wide Master Plan designates this area as Business Park. The Armourdale Master Plan designates this area as Heavy Industrial.

Major Street Plan: The Major Street Plan classifies 11th Street as a local street

Advertisement: The Wyandotte Echo – January 16, 2020
Letters to Property Owner – January 15, 2020 and February 19, 2020

Public Hearings: February 10, 2020 and February 27, 2020

Public Opposition: No one appeared in opposition at the February 10, 2020 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicants, Scott and Rebecca Johnson, of SCOJO'S Recycling, LLC would like to use the area requested for an office shop, vehicle recycling and storage of up to three (3) cars and trailers on-site at 521, 523, and 525 South 11th Street while they are waiting to be recycled. Applicant is requesting renewal for five years.

City Ordinance Requirements: 27-592 through 27-606

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

The surrounding neighborhood is similarly industrial in nature, with several auto, railroad, lawn, and salvage-related businesses nearby.

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

The proposed use fits with the character of the neighborhood and surrounding uses of nearby properties.

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

The removal of 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 City-Wide Master Plan does not address Special Use Permits.

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

The proposed use will not result in an increase of 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.*

This is not expected to be an issue. The proposed use will fit with the nature of adjoining properties and will not injure visual quality or marketability.

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 for this area dedicated to heavy industrial usage.

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

This is not expected to be an issue, as long as the operation is managed correctly.

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

This is not expected to be an issue, as long as the business owners take proper precautions.

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.

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

This is not expected to be an issue.

PREVIOUS ACTIONS

Special Use Permit #SP-2019-8, which will expire on February 28, 2020.

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on January 23, 2020. No one was in opposition. Documentation is attached below.

KEY ISSUES

None

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 7 to 0 to recommend **APPROVAL** of Special Use Permit Application #SP-2020-15, subject to:

Urban Planning and Land Use Comments:

1. Since the approval of the original Special Use Permit, SP-2019-8, have you been in compliance with all stipulations outlined within? This includes:

- a. No salvaged vehicles sitting on the street unscreened.

Applicant: No salvaged vehicles have been left on the street unscreened.

- b. The placement of an 8' fence which is unable to be seen through.

Applicant: Yes

Staff: Applicant has provided photos which show that a fence has been installed. It appears to fulfill the requirements. (See photos attached below)

- c. Gas tanks properly removed before taking the cars to be salvaged.

Applicant: No, we do not have to remove any fluids to recycle the vehicles anymore.

2. Approval would be for ten (10) years.

Public Works Comments:

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

Business License Comments:

I am unable to find that this applicant nor the business has ever filed an occupation tax application for the business. That should be required before the SUP would be renewed.

Staff Comment: Applicant was made aware of this and filed an occupation tax application immediately after. Staff has confirmed with the business license department that the situation has been taken care of.

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-2020-15 subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

February 10, 2020 City Planning Commission Minutes
Zoning Map
Letter From Applicant
Site Photos
Site Plans
Neighborhood Meeting Documentation
Conservation District Comments

REVIEW OF INFORMATION AND SCHEDULE

Action	Planning Commission	Unified Government Commission
Public Hearing	February 10, 2020	February 27, 2020
Special Use	Approval	

STAFF CONTACT: **Shana Shanteau**
 sshanteau@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #**SP-2020-15** 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-2020-15**, 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.

February 10, 2020 City Planning Commission Minutes:

SPECIAL USE PERMIT APPLICATION #SP-2020-15 – SCOTT AND REBECCA

JOHNSON – SYNOPSIS: Renewal of a Special Use Permit (#SP-2019-8 – expires 02/28/2020) for office, shop, vehicle recycling and storage of up to three (3) cars and trailers on-site at 521, 523 and 525 South 11th Street. **Detailed Outline of Requested**

Action: The applicants, Scott and Rebecca Johnson, of SCOJO’S Recycling, LLC would like to use the area requested for an office shop, vehicle recycling and storage of up to three (3) cars and trailers on-site at 521, 523, and 525 South 11th Street while they are waiting to be recycled. Applicant is requesting renewal for five years.

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 February 10, 2020;
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 publications in The ECHO; 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 Mrs. Jones, seconded by Mr. Connelly, the Planning Commission voted as follows to recommend **APPROVAL** of the items on the Consent Agenda:

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

Motion to APPROVE Passed: 7 to 0

Subject to:

Urban Planning and Land Use Comments:

1. Since the approval of the original Special Use Permit, SP-2019-8, have you been in compliance with all stipulations outlined within? This includes:

- a. No salvaged vehicles sitting on the street unscreened.

Applicant: No salvaged vehicles have been left on the street unscreened.

- b. The placement of an 8' fence which is unable to be seen through.

Applicant: Yes

Staff: Applicant has provided photos which show that a fence has been installed. It appears to fulfill the requirements. (See photos attached below)

- c. Gas tanks properly removed before taking the cars to be salvaged.

Applicant: No, we do not have to remove any fluids to recycle the vehicles anymore.

2. Approval would be for ten (10) years.

Public Works Comments:

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

- 1) None.

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

- 1) None.

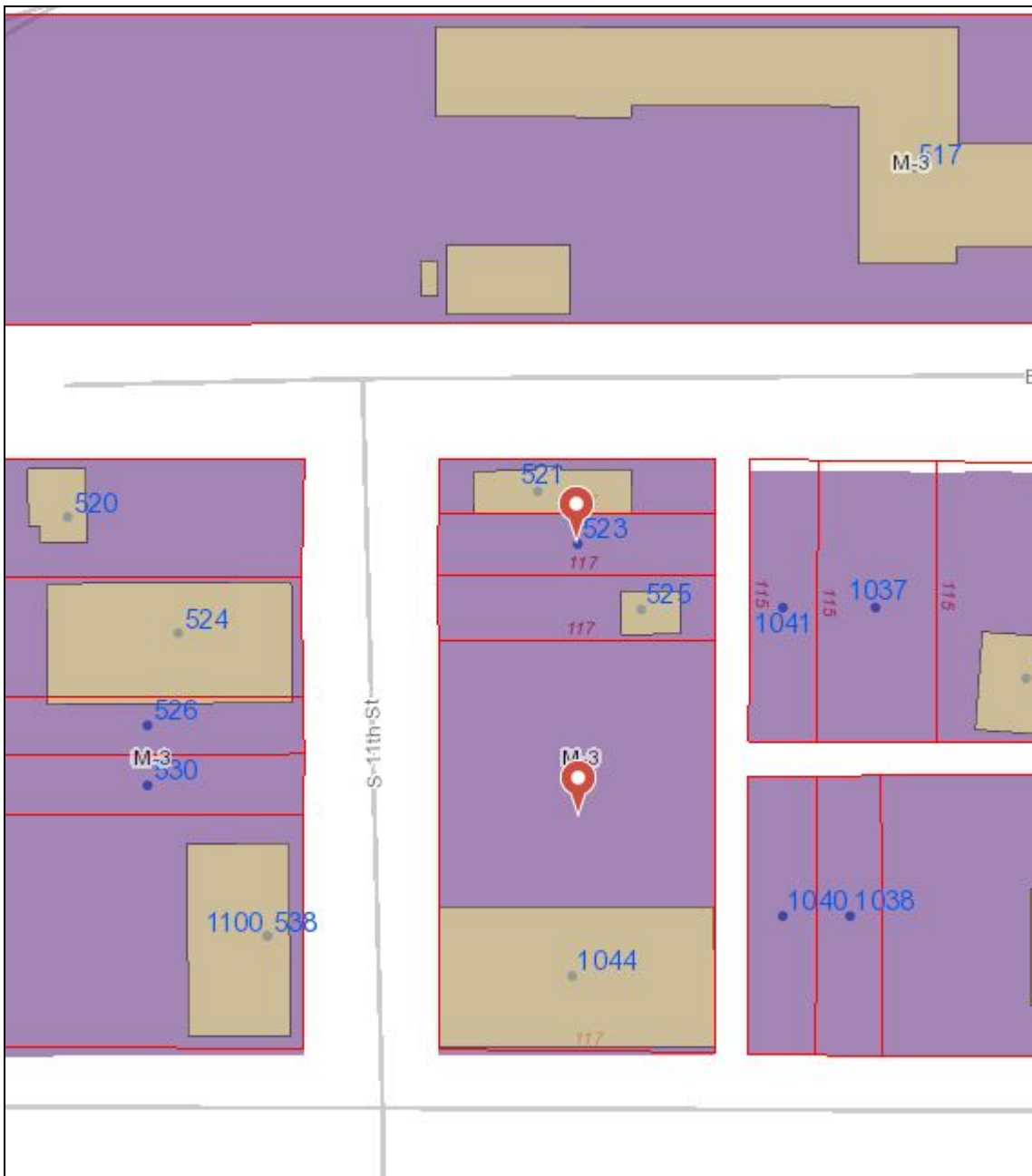
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:

- 1) None

Business License Comments:

I am unable to find that this applicant nor the business has ever filed an occupation tax application for the business. That should be required before the SUP would be renewed.

Staff Comment: Applicant was made aware of this and filed an occupation tax application immediately after. Staff has confirmed with the business license department that the situation has been taken care of.



Scott and Rebecca Johnson
Scojo's Recycling, LLC
521 S. 11th Street
Kansas City, KS 66105
#SP-18402-00087

12/20/2019

Scojo's Recycling is a vehicle recycling business. We purchase defunct vehicles, remove valuable recyclable components, then deliver the remaining vehicles and components to nearby scrap metal purchasers. Scott and Rebecca are the owners and operators with zero employees.

We have completed the necessary improvements to the property and are requesting our permit be renewed for 5 years.

Best Regards
Scott and Rebecca Johnson
913-271-5842

Before:



A



fter:



Before:



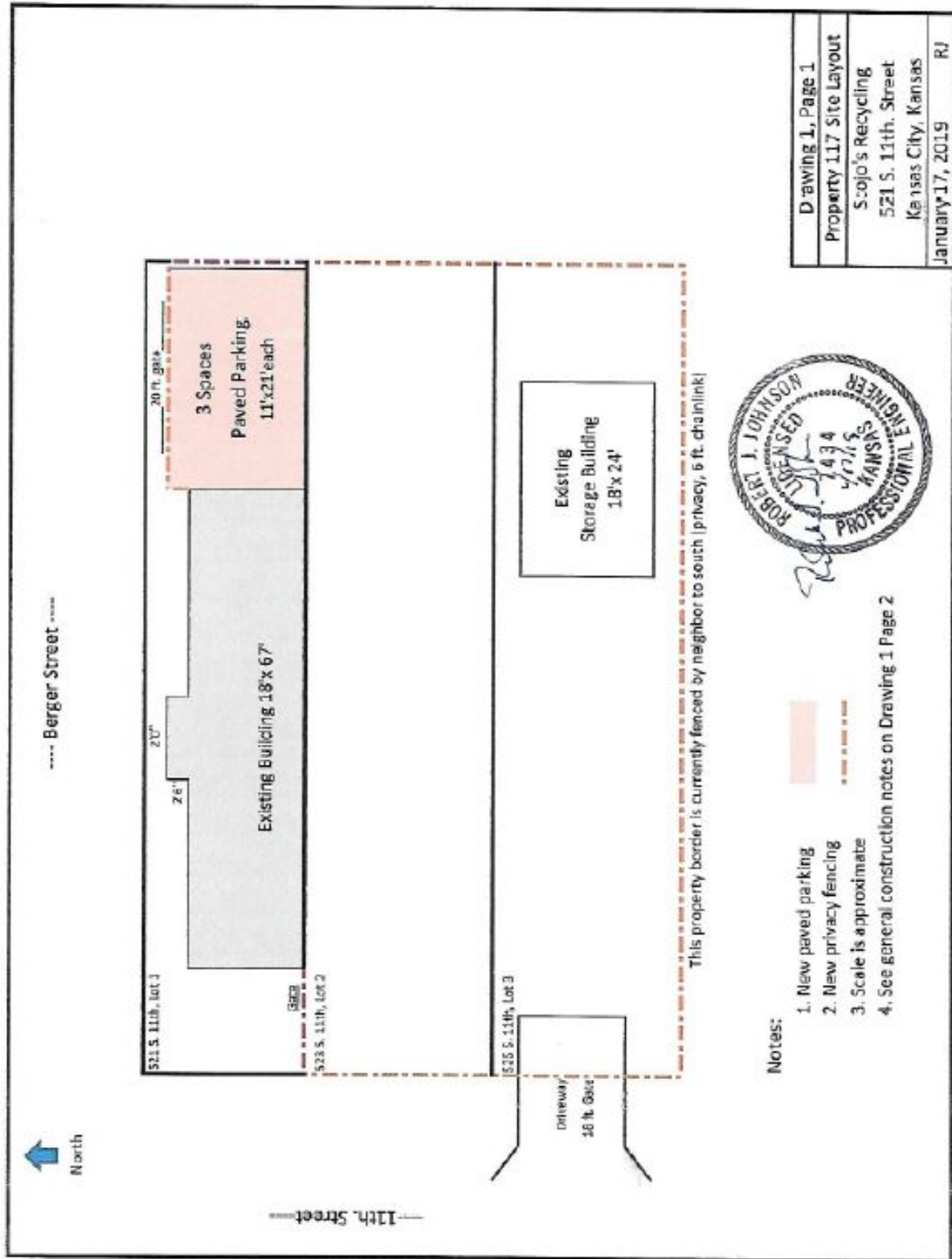
After:

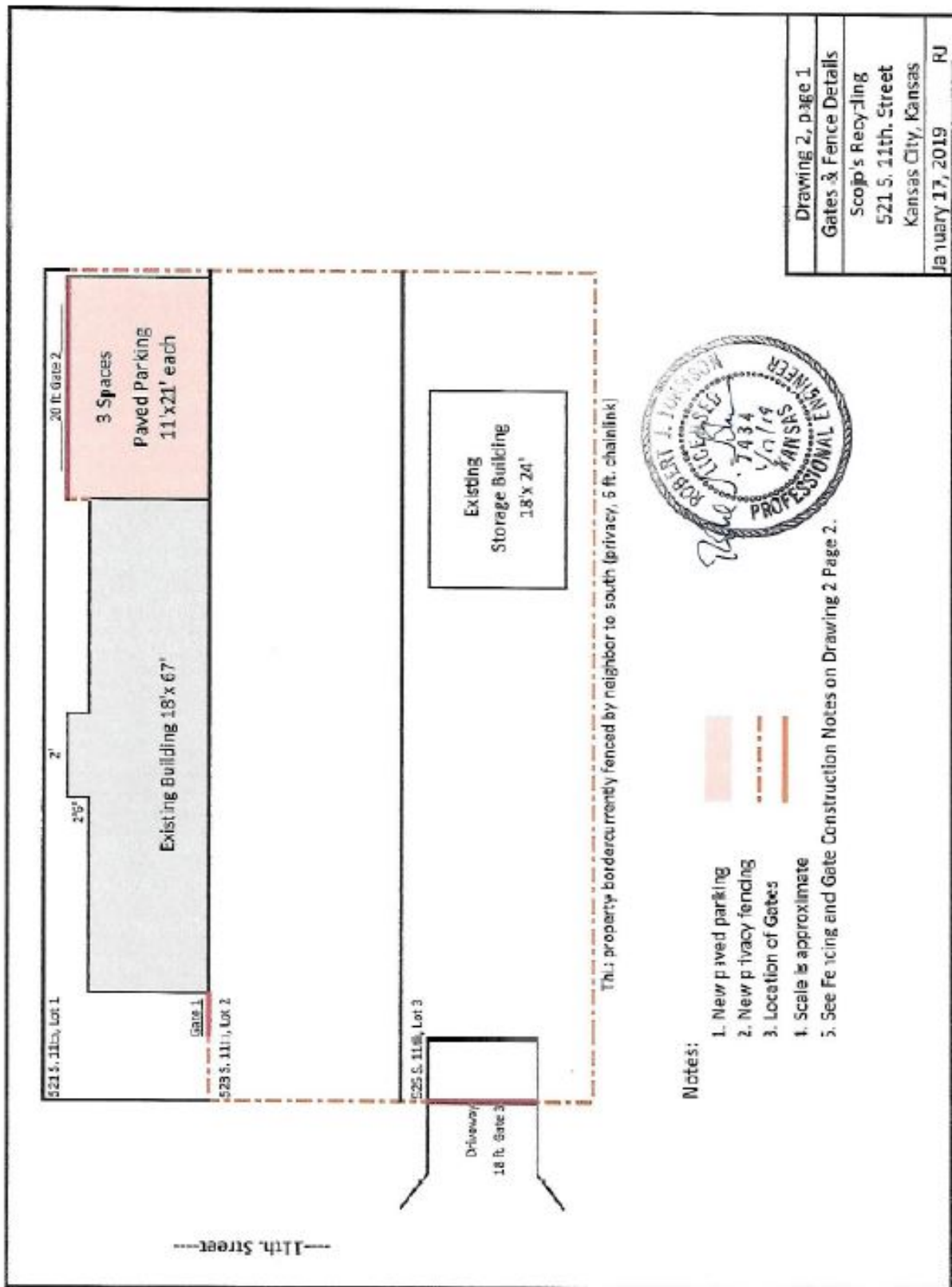


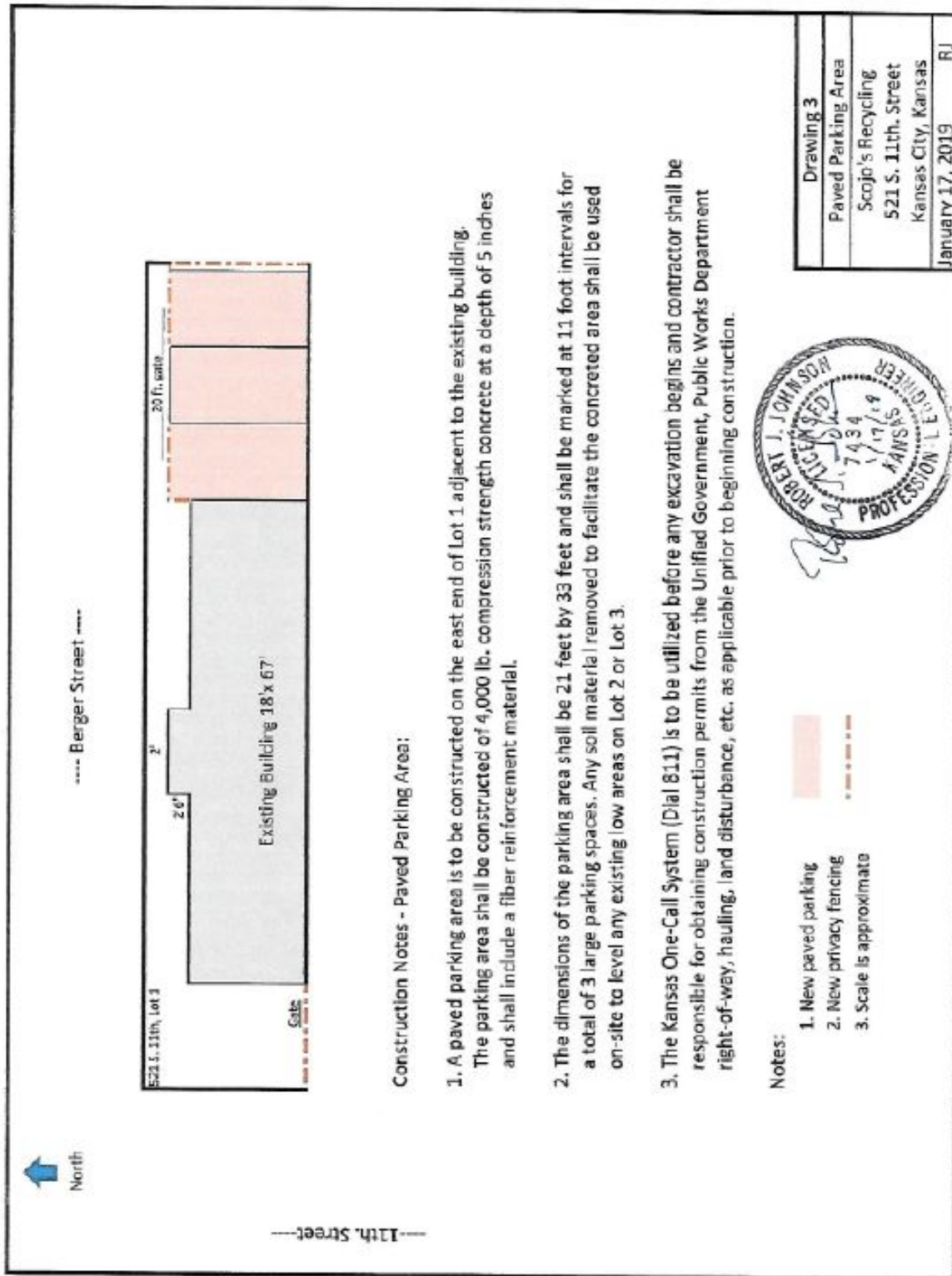












Application Number: SP-2020-15
Scott and Rebecca Johnson
SCOJO'S Recycling, LLC
521 S. 11th Street
Kansas City, KS 66085

Meeting Held:

January 23, 2020
Armourdale Community Center
730 Osage Ave
Kansas City, KS 66105

Minutes taken by Rebecca Johnson

Meeting called to order:

- 6:00 PM

Names of people in attendance:

- None

Meeting adjourned at:

- 6:30 PM

NOTE:

Paul Rodriguez called us to let us know that he would not be able to make it, but wanted us to know that he is very happy with what we have accomplished and gives us his full support.

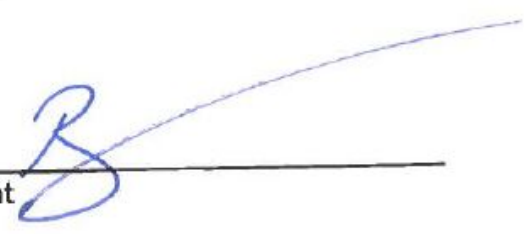
AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF KS)
COUNTY OF Johnson) SS:

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

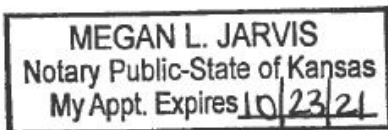
1. That I am the petitioner for Petition # SP-2020-15.
2. That I conducted a neighborhood meeting on January 23, 2020.
3. Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Urban Planning and Land Use Department.

Further affiant saith not.

Affiant 

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 24th day of January 2020.

My commission expires 23rd of October, 2021.




Notary Public



Wyandotte County Conservation District
1204 N. 79th Street - Kansas City, KS 66112 - Phone (913)-334-6329 -
wyco.conservations@gmail.com

Rob Richardson
Director of Planning
701 North 7th Street Rm. 423
Kansas City, KS 66101
913-573-5750

January 14, 2020

RE: SP 2020-15 Scott and Rebecca Johnson with SCOJO's Recycling, LLC. 521, 523
and 525 South 11th Street

Dear Mr. Richardson:

The Wyandotte County Conservation District, with technical assistance from the Natural Resources Conservation Service, has completed an environmental review of the site SP 2020-15 Scott and Rebecca Johnson with SCOJO's Recycling, LLC. 521, 523 and 525 South 11th Street.

In addition to the site review the following reports were generated from the Wyandotte County Soil Survey to assess the limitations for development and/or natural resources concerns for this site.

MAPS AND REPORTS

Soils Map
Soils Inventory Report
Map Unit Description (Brief)
Soil features

In summary, the following limitations and resource concerns were noted for this plat:

- There is one major soil type that were identified: Eudora-Urban land complex, rarely flooded. This soil type is considered erodible when the surface is denuded of a protective cover.
- Properly maintained, this site should not cause any major issues. At time of review the area has been fenced and appears to be clean.
- The operation should be diligent in cleaning up any chemical spills immediately so the soil or paved areas. During rain storms contamination can be incorporated into the storm water runoff and pollute the drainage system.

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

The ratings and other information in these reports are based on estimated engineering properties of the soils, on available test data and on field experience. The soil is ordinarily examined to a depth of about 6 feet. At a greater depth, additional geological investigation may be needed. The natural soils and drainage pattern has been changed in this area due to previous urban development. Therefore, the physical composition influencing the structure of the natural soil has already been altered; however some generalities can still be applied for these soils. On site investigation is needed for detail planning as some delineations on the maps include soils that differ from the named soil. Soil lines may not be exact therefore; on site investigation is needed for site specific planning.

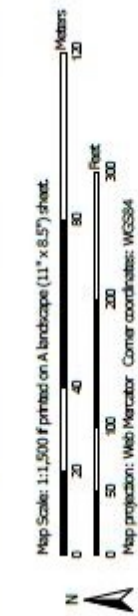
If you have any comments or questions, please do not hesitate to call me.

Sincerely,

Cheri Miller
District Manager

Enclosures

Map Unit Name—Wyandotte County, Kansas
(SP2020-15 521, 523, and 525 11th St)



Map Unit Name—Wyandotte County, Kansas
(SP2020-15 521,523, and 525 11th St)

MAP LEGEND



MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Wyandotte County, Kansas
Survey Area Data: Version 13, Sep 16, 2019
Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 23, 2014—Sep 7, 2014

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Name

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
7119	Eudora-Urban land complex, rarely flooded	Eudora-Urban land complex, rarely flooded	0.3	100.0%
Totals for Area of Interest			0.3	100.0%

Description

A soil map unit is a collection of soil areas or nonsoil areas (miscellaneous areas) delineated in a soil survey. Each map unit is given a name that uniquely identifies the unit in a particular soil survey area.

Rating Options

Aggregation Method: No Aggregation Necessary

Tie-break Rule: Lower



Map Unit Description (Brief, Generated)

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions in this report, along with the maps, provide information on the composition of map units and properties of their components.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

The Map Unit Description (Brief, Generated) report displays a generated description of the major soils that occur in a map unit. Descriptions of non-soil (miscellaneous areas) and minor map unit components are not included. This description is generated from the underlying soil attribute data.

Additional information about the map units described in this report is available in other Soil Data Mart reports, which give properties of the soils and the limitations, capabilities, and potentials for many uses. Also, the narratives that accompany the Soil Data Mart reports define some of the properties included in the map unit descriptions.

Report—Map Unit Description (Brief, Generated)

Wyandotte County, Kansas

Map Unit: 7119—Eudora-Urban land complex, rarely flooded

Component: Eudora (45%)

The Eudora component makes up 45 percent of the map unit. Slopes are 0 to 1 percent. This component is on terraces on river valleys. The parent material consists of coarse-silty alluvium. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is very high. Shrink-swell potential is low. This soil is rarely flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 2 percent. This component is in the R106XY013KS Loamy Lowland (pe 30-37) ecological site. Nonirrigated land capability classification is 2w. This soil does not meet hydric criteria.

Component: Urban land (40%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Component: Bismarckgrove (15%)

Generated brief soil descriptions are created for major components. The Bismarckgrove soil is a minor component.

Data Source Information

Soil Survey Area: Wyandotte County, Kansas

Survey Area Data: Version 13, Sep 16, 2019



Soil Features

This table gives estimates of various soil features. The estimates are used in land use planning that involves engineering considerations.

A *restrictive layer* is a nearly continuous layer that has one or more physical, chemical, or thermal properties that significantly impede the movement of water and air through the soil or that restrict roots or otherwise provide an unfavorable root environment. Examples are bedrock, cemented layers, dense layers, and frozen layers. The table indicates the hardness and thickness of the restrictive layer, both of which significantly affect the ease of excavation. *Depth to top* is the vertical distance from the soil surface to the upper boundary of the restrictive layer.

Subsidence is the settlement of organic soils or of saturated mineral soils of very low density. Subsidence generally results from either desiccation and shrinkage, or oxidation of organic material, or both, following drainage. Subsidence takes place gradually, usually over a period of several years. The table shows the expected initial subsidence, which usually is a result of drainage, and total subsidence, which results from a combination of factors.

Potential for frost action is the likelihood of upward or lateral expansion of the soil caused by the formation of segregated ice lenses (frost heave) and the subsequent collapse of the soil and loss of strength on thawing. Frost action occurs when moisture moves into the freezing zone of the soil. Temperature, texture, density, saturated hydraulic conductivity (Ksat), content of organic matter, and depth to the water table are the most important factors considered in evaluating the potential for frost action. It is assumed that the soil is not insulated by vegetation or snow and is not artificially drained. Silty and highly structured, clayey soils that have a high water table in winter are the most susceptible to frost action. Well drained, very gravelly, or very sandy soils are the least susceptible. Frost heave and low soil strength during thawing cause damage to pavements and other rigid structures.

Risk of corrosion pertains to potential soil-induced electrochemical or chemical action that corrodes or weakens uncoated steel or concrete. The rate of corrosion of uncoated steel is related to such factors as soil moisture, particle-size distribution, acidity, and electrical conductivity of the soil. The rate of corrosion of concrete is based mainly on the sulfate and sodium content, texture, moisture content, and acidity of the soil. Special site examination and design may be needed if the combination of factors results in a severe hazard of corrosion. The steel or concrete in installations that intersect soil boundaries or soil layers is more susceptible to corrosion than the steel or concrete in installations that are entirely within one kind of soil or within one soil layer.

For uncoated steel, the risk of corrosion, expressed as *low*, *moderate*, or *high*, is based on soil drainage class, total acidity, electrical resistivity near field capacity, and electrical conductivity of the saturation extract.

For concrete, the risk of corrosion also is expressed as *low*, *moderate*, or *high*. It is based on soil texture, acidity, and amount of sulfates in the saturation extract.



Report—Soil Features

Soil Features—Wyandotte County, Kansas									
Map symbol and soil name	Restrictive Layer			Hardness	Subsidence		Potential for frost action	Risk of corrosion	
	Kind	Depth to top	Thickness		Initial	Total		Uncoated steel	Concrete
		Low-RV-High	Range		Low-High	Low-High			
		In	In		In	In			
7119—Eudora-Urban land complex, rarely flooded									
Eudora		—	—		0	—	High	Low	Low
Urban land		—	—		—	—			

Data Source Information

Soil Survey Area: Wyandotte County, Kansas
 Survey Area Data: Version 13, Sep 16, 2019

(First published _____)

#3188

ORDINANCE NO. _____

AN ORDINANCE rezoning property hereinafter described located at approximately 300-302 Kansas Avenue in Kansas City, Kansas, by changing the same from its present zoning of M-2 General Industrial 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 March 29, 2019, by the owners of property to have the zoning of said property changed from its present zoning of M-2 General Industrial 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:

THIS SUBDIVISION IS A REPLAT OF LOTS 21 AND 22, BLOCK 6, ARMOURDALE, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, DESCRIBED, AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 22: THENCE SOUTH 67°58'08" WEST ALONG THE SOUTHERLY LINES OF SAID LOTS 21 AND 22 A DISTANCE OF 47.12 FEET; THENCE NORTH 21°59'09" WEST ALONG THE WESTERLY LINE OF SAID LOT 21 A DISTANCE OF 115.14 FEET TO THE NORTHWEST CORNER OF SAID LOT 21; THENCE NORTH 67°55'29" EAST ALONG THE NORTHERLY LINES OF SAID LOTS 21 AND 22 A DISTANCE OF 47.18 FEET TO THE NORTHEAST CORNER OF SAID LOT 22; THENCE SOUTH 21°57'17" EAST ALONG THE EASTERLY LINE OF SAID LOT 22 A DISTANCE OF 115.18 FEET TO THE POINT OF BEGINNING, CONTAINING 5430 SQUARE FEET, MORE OR LESS, Located at approximately 300-302 Kansas Avenue, Kansas City, Kansas,

be changed from its present zoning of M-2 General Industrial 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 _____, 2020.

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY,
KANSAS

BY: _____
DAVID ALVEY
MAYOR/CHIEF EXECUTIVE OFFICER

ATTEST:

UNIFIED GOVERNMENT CLERK

(First published _____)

#3205

ORDINANCE NO. _____

AN ORDINANCE rezoning property hereinafter described located at approximately 13838 and 13841 Marxen Road in Kansas City, Kansas, by changing the same from its present zoning of A-G 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 August 30, 2019, by the owners of property to have the zoning of said property changed from its present zoning of A-G 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 lying and situated in the Northwest Quarter and the Northeast Quarter of Section 7, Township 10 South, Range 23 East of the Sixth Principal Meridian, in Kansas City, Wyandotte County, Kansas, said Tract as surveyed by Steven C. Shafer, PLS 852 of BHC RHODES, KS CLS 175, on June 13, 2019, and being more particular described by metes and bounds as follows:

(Note: For course orientation the bearings in this description are based on the West line of the Northwest Quarter of Section 7, Township 10 South, Range 23 East, having a bearing of North 01° 44' 50" West, as determined by Global Positioning System observations and referenced to the Kansas State Plane Coordinate System, North Zone, NAD83.)

COMMENCING at the Northwest corner, of the Northwest Quarter of Section 7, Township 10 South, Range 23 East, monumented by a found mag nail;

Thence North 89° 21' 12" East, 217.03 feet, on the North line of said Northwest Quarter, to its intersection with the Northerly prolongation of the East Right-of-Way line of K-7 Highway, as established by Wyandotte County Court Case Number 26152-B;

Thence South 1° 45' 45" East, 20.00 feet, on said Northerly prolongation, to the South Right-of-Way line of Marxen Road, as established in County Road Record Book A, Page 87, and the POINT OF BEGINNING of said Tract herein described, being monumented by a found 1/2-inch reinforcing rod with a cap marked KS CLS 175;

Thence North 89° 21' 12" East, 349.09 feet, on said South County Right-of-Way line, to a point of intersection with the South Right-of-Way line established by said Court Case Number 26152-B, monumented by a found 1/2-inch reinforcing rod with a cap marked KS CLS 175;

Thence South 79° 48' 09" East, 77.17 feet, on said South Right-of-Way line, to a found 1/2-inch reinforcing rod with a cap marked KS CLS 175;

Thence North 88° 53' 15" East, 200.00 feet, on said South Right-of-Way line, to a found 1/2-inch reinforcing rod with a cap marked KS CLS 175;

Thence North 83° 10' 38" East, 119.83 feet, on said South Right-of-Way line, to a point of intersection with the said South Right-of-Way line of said Road Record Book A, Page 87, monumented by a found 1/2-inch reinforcing rod with a cap marked KS CLS 175;

Thence North 89° 21' 12" East, 1579.10 feet, on said South Right-of-Way line, parallel with and 20.00 feet South of the North line of the Northwest Quarter of said Section 7, to the East line of said Northwest Quarter;

Thence North 89° 13' 30" East, 437.65 feet, on said South Right-of-Way line, parallel with and 20.00 feet South of the North line of the Northeast Quarter of said Section 7, to the centerline of a vacated railroad Right-of-Way, as described in a Quit-Claim Deed recorded in Book 694, Page 267;

Thence South 18° 38' 42" West, 718.79 feet, on said centerline, to the beginning of a tangent curve, concave to the Northwest, having a radius of 2865.00 feet, monumented by a found 1/2-inch reinforcing rod with a cap marked KS CLS 175;

Thence Southwesterly on said centerline, and said curve, to the right, an arc length of 275.02 feet, said curve having a chord bearing of South 21° 23' 42" West, and a chord distance of 274.91 feet, to a found 1/2-inch reinforcing rod with a cap marked KS CLS 175;

Thence South 24° 08' 40" West, 186.70 feet, on said centerline, to the East line of said Northwest Quarter;

Thence South 1° 37' 13" East, 1530.70 feet, on said East line, to the Southeast corner of said Northwest Quarter, monumented by a found pipe referenced in Land Survey Reference Report Number 063876;

Thence South 89° 00' 14" West, 2361.36 feet, on the South line of said Northwest Quarter, to the East Right-of-Way line of K-7 Highway, as established by said Court Case Number 26152-B;

Thence North 01° 45' 45" West, 110.39 feet, on said East Right-of-Way line of said K-7 Highway;

Thence North 00° 50' 25" East, 550.57 feet, on said East Right-of-Way line;

Thence North 01° 45' 45" West, 500.00 feet, on said East Right-of-Way line; Thence North 05° 34' 36" West, 300.67 feet, on said East Right-of-Way line;

Thence North 01° 45' 45" West, 700.00 feet, on said East Right-of-Way line;

Thence North 09° 32' 51" East, 203.96 feet, on said East Right-of-Way line;

Thence North 01° 45' 45" West, 285.88 feet, on said East Right-of-Way line, and the POINT OF BEGINNING, said Tract containing 6,446,694 square feet or 147.9957 acres.

Located at approximately 13838 and 13841 Marxen Road, Kansas City, Kansas,

be changed from its present zoning of A-G 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 _____, 2020.

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY,
KANSAS

BY: _____
DAVID ALVEY
MAYOR/CHIEF EXECUTIVE OFFICER

ATTEST:

UNIFIED GOVERNMENT CLERK

(First published _____)

#3207

ORDINANCE NO. _____

AN ORDINANCE rezoning property hereinafter described located at approximately 1815-1817 North 78th Street in Kansas City, Kansas, by changing the same from its present zoning of R-1 Single Family District to R-2 Two Family 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 August 30, 2019, by the owners of property to have the zoning of said property changed from its present zoning of R-1 Single Family District to R-2 Two Family 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:

WESTBOROUGH COURT, Section 4, Township 11, Range 24, ACRES 0.430000, Lot 33, Located at approximately 1815-1817 North 78th Street, Kansas City, Kansas,

be changed from its present zoning of R-1 Single Family District to R-2 Two Family 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 R-2 Two Family 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 _____, 2020.

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY,
KANSAS

BY: _____
DAVID ALVEY
MAYOR/CHIEF EXECUTIVE OFFICER

ATTEST:

UNIFIED GOVERNMENT CLERK

(First published _____)

#3208

ORDINANCE NO. _____

AN ORDINANCE rezoning property hereinafter described located at approximately 12525 Leavenworth Road in Kansas City, Kansas, by changing the same from its present zoning of A-G Agriculture (WYCO) and R-1A Suburban Residential (WYCO) Districts 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 September 30, 2019, by the owners of property to have the zoning of said property changed from its present zoning of A-G Agriculture (WYCO) and R-1A Suburban Residential (WYCO) Districts 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:

All that part of the NE1/4 of Section 32, Township 10, Range 23, and all of Lots 12 and 13, HEATHER HILLS, a subdivision of land, all in the City of Kansas City, Wyandotte County, Kansas, more particularly described as follows: Beginning at the Southeast corner of said Lot 12, said point also being on the West right-of-way line of N. 123rd Street, as now established; thence S 88° 10' 05" W, along the South line of said Lot 12, a distance of 180.00 feet, to the Southwest corner thereof; thence S 1° 49' 55" E, along the West line of Lots 11, 10 and 9, of said HEATHER HILLS, a distance of 276.78 feet, to the Southwest corner of said Lot 9, said point also being on the Northeast corner of a tract of land described in the Warranty Deed recorded in Book 2016R at Page 04797 in said Register of Deeds Office; thence S 75° 38' 34" W, along the North line of said Tract, a distance of 144.71 feet; thence S 85° 13' 46" W, along the North line of said Tract, a distance of 1052.80 feet; thence N 1° 36' 28" W, along the East line of said Tract, a distance of 532.65 feet; thence N 88° 11' 22" E, a distance of 1370.60 feet, to a point on the Northerly extension of the East line of said

Lots 13 and 12, said point also being on the West right-of-way line of said N. 123rd Street; thence S 1° 49' 55" E, along the East line of said Lots 13 and 12 and its Northerly extension, and along the West right-of-way line of said N. 123rd Street, a distance of 170.00 feet, to the point of beginning. The above described tract of land contains 14.390 acres, more or less, located at approximately 12525 Leavenworth Road, Kansas City, Kansas,

be changed from its present zoning of A-G Agriculture (WYCO) and R-1A Suburban Residential (WYCO) Districts 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 _____, 2020.

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY,
KANSAS

BY: _____
DAVID ALVEY
MAYOR/CHIEF EXECUTIVE OFFICER

ATTEST:

UNIFIED GOVERNMENT CLERK

(Published _____)

#U/E-2019-7
#U/E-2019-8
#U/E-2019-9
#U/E-2019-10
#U/E-2019-11
#U/E-2020-12

ORDINANCE NO. _____

AN ORDINANCE vacating the utility easements described for the following:
Whispering Ridge Subdivision: 3640 North 110th Terrace, 3638 North 110th Terrace, 3636 North 110th Terrace, 3630 North 110th Terrace, 3624 North 110th Terrace and 3618 North 110th Terrace, Kansas City, Kansas.

**BE IT ORDAINED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT
OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AS FOLLOWS:**

Section 1. That the following described utility easements in Kansas City, Kansas be and the same is hereby vacated:

A portion of Lots 16, of Whispering Ridge The Bluff, First Plat, a subdivision in Kansas city, Wyandotte County, Kansas further described as follows :
Beginning at the Southwest corner of Lot 16, Whispering Ridge The Bluff, First Plat, a subdivision in Kansas City, Wyandotte County, Kansas thence North 12 degrees 13 minutes 28 seconds East along the West line of Lot 16 a distance of 48.55 feet ; thence North 84 degrees 20 minutes 10 seconds East along the North line of Lot 16 a distance of 26.27 feet; thence South 12 degrees 13 minutes 28 seconds West a distance of 5.25 feet; thence South 84 degrees 20 minutes 10 seconds West a distance of 15.76 feet; thence South 12 degrees 13 minutes 28 seconds West a distance of 43.30 feet; thence South 67 degrees 15 minutes 28 seconds East a distance of 15.26 feet; thence south 12 degrees 13 minutes 28 seconds West a distance of 4.49 feet; thence South 19 degrees 45 minutes 36 seconds West a distance of 0.59 feet; thence North 67 degrees 15 minutes 28 seconds West along the Southerly line of Lot 16 a distance of 25.35 feet to the Point of Beginning . **Located at approximately 3640 North 110th Terrace, Kansas City, Kansas.**

A portion of Tract 3, of Whispering Ridge The Bluff, First Plat, a subdivision in Kansas city, Wyandotte County, Kansas further described as follows :
Beginning at the Southwest corner of Tract 3, Whispering Ridge The Bluff, First Plat, a subdivision in Kansas City, Wyandotte County, Kansas thence North 12

degrees 13 minutes 28 seconds East along the West line of Tract 3 a distance of 16.97 feet; thence South 67 degrees 15 minutes 28 seconds East along the Northerly line of Tract 3 a distance of 25.35 feet; thence South 19 degrees 45 minutes 36 seconds West a distance of 24.64 feet; thence South 33 degrees 33 minutes 18 seconds West a distance of 1.62 feet; thence North 44 degrees 59 minutes 17 seconds West along the Southerly line of Tract 3 a distance of 25.10 feet to the Point of Beginning. **Located at approximately 3638 North 110th Terrace, Kansas City, Kansas.**

A portion of Lots 15, of Whispering Ridge The Bluff, First Plat, a subdivision in Kansas city, Wyandotte County, Kansas further described as follows : Beginning at the Southwest corner of Lot 15, Whispering Ridge The Bluff, First Plat, a subdivision in Kansas City, Wyandotte County, Kansas thence North 33 degrees 47 minutes 08 seconds East along the Westerly line of Lot 15 a distance of 89.87 feet; thence South 44 degrees 59 minutes 17 seconds East along the Northerly line of Lot 15 a distance of 25.10 feet; thence South 33 degrees 33 minutes 18 seconds West a distance of 5.10 feet; thence North 44 degrees 59 minutes 17 seconds West a distance of 14.93 feet; thence South 33 degrees 47 minute 08 seconds West a distance of 78.35 feet; thence South 52 degrees 58 minutes 00 seconds East a distance of 14.97 feet; thence South 33 degrees 34 minutes 10 seconds West a distance of 5.01 feet; thence North 52 degrees 58 minutes 00 seconds West along the Southerly line of Lot 15 a distance of 25.01 feet to the Point of Beginning. **Located at approximately 3636 North 110th Terrace, Kansas City, Kansas.**

A portion of Lots 14, of Whispering Ridge The Bluff, First Plat, a subdivision in Kansas city, Wyandotte County, Kansas further described as follows : Beginning at the Southwest corner of Lot 14, Whispering Ridge The Bluff, First Plat, a subdivision in Kansas City, Wyandotte County, Kansas thence North 33 degrees 47 minutes 08 seconds East along the Westerly line of Lot 14 a distance of 95.65 feet; thence South 52 degrees 58 minutes 00 seconds East along the Southerly line of Lot 15 a distance of 25.01 feet; thence South 33 degrees 48 minutes 02 seconds West a distance of 5.01 feet; thence North 52 degrees 58 minutes 00 seconds West a distance of 14.99 feet; thence south 33 degrees 47 minutes 08 seconds West a distance of 83.47 feet; thence South 64 degrees 58 minutes 36 seconds East a distance of 15.12 feet; thence South 33 degrees 48 minutes 02 seconds West a distance of 5.06 feet; thence North 64 degrees 58 minutes 36 seconds West along the Southerly line of Lot 14 a distance of 25.24 feet to the Point of Beginning. **Located at approximately 3630 North 110th Terrace, Kansas City, Kansas.**

A portion of Lots 13, of Whispering Ridge The Bluff, First Plat, a subdivision in Kansas city, Wyandotte County, Kansas further described as follows:

Beginning at the Southwest corner of Lot 13, Whispering Ridge The Bluff, First Plat, a subdivision in Kansas City, Wyandotte County, Kansas thence North 13 degrees 15 minutes 40 seconds East along the West line of Lot 13 a distance of 85.06 feet; thence South 64 degrees 58 minutes 36 seconds East along the Northerly line Lot 13 a distance of 25.24 feet; thence South 21 degrees 30 minutes 54 seconds West a distance of 5.01 feet; thence North 64 degrees 58 minutes 36 seconds West a distance of 14.29 feet; thence South 13 degrees 15 minutes 40 seconds West a distance of 74.10 feet; thence south 69 degrees 30 minutes 11 seconds East a distance of 28.98 feet; thence South 44 degrees 22 minutes 46 seconds East a distance of 3.46 feet; thence South 20 degrees 29 minutes 49 seconds West a distance of 3.53 feet; thence North 69 degrees 30 minutes 11 seconds West along the South line of said Lot 13 a distance of 41.56 feet to the Point of Beginning. **Located at approximately 3624 North 110th Terrace, Kansas City, Kansas.**

A portion of Tract 2, of Whispering Ridge The Bluff, First Plat, a subdivision in Kansas city, Wyandotte County, Kansas further described as follows: Beginning at the Northwest corner of Tract 2, Whispering Ridge The Bluff, First Plat, a subdivision in Kansas City, Wyandotte County, Kansas thence South 69 degrees 30 minutes 11 seconds East along the North line of Tract 2 a distance of 10.08 feet; thence South 13 degrees 15 minutes 40 seconds West a distance of 14.2 feet; thence along a curve to the right having an initial tangent bearing of South 28 degrees 03 minutes 37 seconds East, a radius of 235.00 feet, and a distance of 26.71 feet; thence South 22 degrees 03 minutes 37 seconds East a distance of 17.97 feet; thence South 20 degrees 29 minutes 49 seconds West a distance of 14.79 feet; thence North 22 degrees 03 minutes 37 seconds West along the Easterly right of way of Sortor Dr. a distance of 28.86 feet; thence along a curve the left having a initial tangent bearing of North 14 degrees 45 minutes 5 seconds West, a radius of 225.00 feet, and a length of 29.36 feet; thence North 13 degrees 15 minutes 44 seconds East a distance of 6.59 feet to the Point of Beginning.

Located at approximately 3618 North 110th Terrace, Kansas City, Kansas.

Section 2. The City of Kansas City, Kansas, reserves to itself the right to, at any time after the effective date of this ordinance, reenter or permit a public utility to reenter that portion of said tract of land hereby vacated for the purpose of repairing, installing, constructing or reconstructing any public utilities, such as sewers, conduits, electric light pole lines, etc. that are now or may hereafter be installed in the tract of land hereby vacated.

Section 3. This ordinance shall take effect and be in force from and after its passage, approval, and publication in the WYANDOTTE COUNTY ECHO.

PASSED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS _____ DAY OF
_____, 2020

UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS

BY:

DAVID ALVEY
MAYOR/CHIEF EXECUTIVE OFFICER

ATTEST:

UNIFIED GOVERNMENT CLERK

(Published _____)

#U/E-2020-1

ORDINANCE NO. _____

AN ORDINANCE vacating a part of the Public Utility Easement granted to the Unified Government of Wyandotte County, Kansas City, Kansas, by Ordinance No. 54919, recorded in Book 2507, Page 51, in the office of the Register of Deeds, Wyandotte County, Kansas, lying in Lot 005, CAMBRIDGE TERRACES KANSAS, a subdivision in the City of Kansas City, Wyandotte County, Kansas more particularly described as follows: All of the alley lying South of and adjacent to Lots 48 and 49, Oglebay Place, a subdivision in Kansas City, Wyandotte County, Kansas. Located at approximately 10 East Cambridge Circle Drive, Kansas City, Kansas.

BE IT ORDAINED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AS FOLLOWS:

Section 1. That the following described utility easement in Kansas City, Kansas be and the same is hereby vacated:

A part of the Public Utility Easement granted to the Unified Government of Wyandotte County, Kansas City, Kansas, by Ordinance No. 54919, recorded in Book 2507, Page 51, in the office of the Register of Deeds, Wyandotte County, Kansas, lying in Lot 005, CAMBRIDGE TERRACES KANSAS, a subdivision in the City of Kansas City, Wyandotte County, Kansas more particularly described as follows: All of the alley lying South of and adjacent to Lots 48 and 49, Oglebay Place, a subdivision in Kansas City, Wyandotte County, Kansas. Located at approximately 10 East Cambridge Circle Drive, Kansas City, Kansas.

Section 2. The City of Kansas City, Kansas, reserves to itself the right to, at any time after the effective date of this ordinance, reenter or permit a public utility to reenter that portion of said tract of land hereby vacated for the purpose of repairing, installing, constructing or reconstructing any public utilities, such as sewers, conduits, electric light pole lines, etc. that are now or may hereafter be installed in the tract of land hereby vacated.

Section 3. This ordinance shall take effect and be in force from and after its passage, approval, and publication in the WYANDOTTE COUNTY ECHO.

PASSED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS _____ DAY OF
_____, 2020.

UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS

BY:

DAVID ALVEY
MAYOR/CHIEF EXECUTIVE OFFICER

ATTEST:

UNIFIED GOVERNMENT CLERK

(Published _____)

#U/E-2020-2

ORDINANCE NO. _____

AN ORDINANCE vacating a part of the Public Utility Easement granted to the Unified Government of Wyandotte County, Kansas City, Kansas, by Ordinance No. 54918, recorded in Book 2507, Page 49, in the office of the Register of Deeds, Wyandotte County, Kansas, lying in Lot 014, CAMBRIDGE TERRACES KANSAS, a subdivision in the City of Kansas City, Wyandotte County, Kansas more particularly described as follows: All of vacated Powell Avenue from the East line of Adams Street to the East line of said Lot 014, said line also being the East line of property deeded in Deed 2019R-05852 as recorded in the office of the Register of Deeds, Wyandotte County, Kansas, Located at approximately 1155 Adams Street, Kansas City, Kansas.

BE IT ORDAINED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AS FOLLOWS:

Section 1. That the following described utility easements in Kansas City, Kansas be and the same is hereby vacated:

A part of the Public Utility Easement granted to the Unified Government of Wyandotte County, Kansas City, Kansas, by Ordinance No. 54918, recorded in Book 2507, Page 49, in the office of the Register of Deeds, Wyandotte County, Kansas, lying in Lot 014, CAMBRIDGE TERRACES KANSAS, a subdivision in the City of Kansas City, Wyandotte County, Kansas more particularly described as follows: All of vacated Powell Avenue from the East line of Adams Street to the East line of said Lot 014, said line also being the East line of property deeded in Deed 2019R-05852 as recorded in the office of the Register of Deeds, Wyandotte County, Kansas, Located at approximately 1155 Adams Street, Kansas City, Kansas.

Section 2. The City of Kansas City, Kansas, reserves to itself the right to, at any time after the effective date of this ordinance, reenter or permit a public utility to reenter that portion of said tract of land hereby vacated for the purpose of repairing, installing, constructing or reconstructing any public utilities, such as sewers, conduits, electric light pole lines, etc. that are now or may hereafter be installed in the tract of land hereby vacated.

Section 3. This ordinance shall take effect and be in force from and after its passage, approval, and publication in the WYANDOTTE COUNTY ECHO.

PASSED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS _____ DAY OF
_____, 2020

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: February 27, 2020
Re: Petition #SP-2019-102

GENERAL INFORMATION

Applicant:
Browning-Ferris Industries

Status of Applicant:
Owner
Allied Services, LLC
3150 North 7th Street Trafficway
Kansas City, KS 66115

Requested Action:
Approve Special Use Permit

Date of Application:
August 30, 2019

Purpose:
To operate a solid waste transfer station
(approximate 1,000 tons per day)

Property Location:
3150 North 7th Street Trafficway

Commission Districts:
Commissioner At Large: Melissa Bynum
District Commissioner: Gayle Townsend



Existing Zoning: M-3 Heavy Industrial District

Existing Surrounding Zoning: **North:** M-3 Heavy Industrial District
South: M-3 Heavy Industrial District
East: M-3 Heavy Industrial District
West: R-2(B) Two Family District (across Union Pacific Railway)

Existing Uses: **North:** Industrial business and vacant lot
South: Recycling business
East: Trucking terminal
West: Single family attached homes (across from Union Pacific Railway)

Total Tract Size: 6.65 acres

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

Major Street Plan: The Major Street Plan classifies North 7th Street Trafficway as a Class A Thoroughfare.

Advertisement: The Wyandotte Echo – September 19, 2019
Letters to Property Owner – September 12, 2019, October 10, 2019, November 1, 2019, December 3, 2019, January 8, 2020 and February 19, 2020

Public Hearings: February 10, 2020 and February 27, 2020

Public Opposition: Opposition has been expressed to staff by the Fairfax Industrial Association (FIA), and there were 10 persons in opposition at the February 10, 2020 City Planning Commission meeting. A protest petition has been submitted.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Browning-Ferris Industries currently operates a waste hauling facility and has applied for a special use permit to add a solid waste transfer station to their operations located at 3150 North 7th Street Trafficway.

City Ordinance Requirements: 27-592 through 27-606

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

This site is on the southern side of the Fairfax Industrial District just over the 7th Street Viaduct. Except to the south, the entire area is industrial with Manna Pro and Sunshine Biscuits (Keebler) just to the north. The Quindaro Homes residential area is to the south although at a much higher elevation. The nearest structures in that area are between 700 and 800 feet from the transfer building. There is a vacant industrial site of about 9 acres directly to the north.

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

The zoning and uses are set out above.

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 character of the current use will be different with the addition of the solid waste transfer station, which could have detrimental impacts.

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.

It would be appropriate to require trucks to avoid 7th Street south of the viaduct to avoid impacting residences. This would require action by the Unified Government that would impact all truck 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.

Operations could be reasonably necessary at some time, but there is little current necessity for the Kansas City, Kansas public. With inadequate management or too great a size, the character of the area could be changed so that employment and investment in the Fairfax Industrial District might be reduced. At best, the use will be a nuisance from time to time.

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.*

Odors are likely to pose problems for sensitive uses during certain wind conditions. Odors can be a nearly intractable problem in certain situations. Sensitive uses would include residential uses to the south and industrial uses especially for those in the food industries or investors attempting to market adjacent vacant land.

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

With extensive additional improvements, the proposed use should have little adverse pollution effect. However, those improvements have not been detailed at this time.

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

We would not anticipate damage to 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 will need to be considerable enhancements to the proposal if it is to be a net benefit to the community. At this time, we see it as a detriment.

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

This is not an issue.

PREVIOUS ACTIONS

In 1996, Browning-Ferris Industries operated a solid waste transfer station via #SP-1996-22, which was submitted for renewal in 2006, #SP-2006-29, but was withdrawn.

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on September 26, 2019. According to the applicant, those that attended the meeting were not opposed to the proposed project. Generally, questions were asked regarding the nature of the operation, hours of operation and overall function of the site.

KEY ISSUES

Noxious odors

PUBLIC OPPOSITION

A valid protest petition has been submitted and will be transmitted under separate cover which will require 9 votes from the Board of Commissioners to approve this application.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 6 to 1 to recommend **APPROVAL** of Special Use Permit Application #SP-2019-102, subject to:

Urban Planning and Land Use Comments:

1. Subject to approval, this special use permit shall be valid for two (2) years.
2. Although outside of the 200-foot notification buffer, staff suggests contacting residents in The Homes, Inc. who reside southwest of the proposed location for your neighborhood meeting.

Applicant Response: Upon receipt of the draft comments The Homes, Inc. was contacted via phone call to the community with a follow up invitation to the neighborhood meeting.

3. Submit a facility odor and rodent management plan.
 - a. Eliminate rough surfaces such as deteriorated concrete that may come into contact with solid waste.

Applicant Response: Please see enclosed Housekeeping Operations Plan.

- b. Remove all waste at the end of each operating day. Establish a set time each day when no waste will be received to allow housekeeping functions, such as floor and wall wash-down, cleaning of drains and other surfaces that encounter solid waste. This cleaning should include disinfectants or bio-organic catalyst that will destroy biofilms.

Applicant Response: Please see enclosed Housekeeping Operations Plan.

- c. Set up a community “odor complaint” phone line, and response to community complaints.

Applicant Response: Please see enclosed Housekeeping Operations Plan.

4. What are the proposed hours of operation?

Applicant Response: Please see enclosed Housekeeping Operations Plan.

5. Please clarify the rationale for a 1,000 tons per day solid waste transfer station.

Applicant Response: This is the approximate amount of MSW (municipal solid waste) within the Kansas City Metro Area that Allied Services currently manages.

6. Please describe the solid waste operation at this location. If the intent is to relocate the hauling operation, where will the new site be located?

Applicant Response: Discussion of operations of the transfer station is included in the attached plan. Allied Services will relocate the majority of hauling operations from the property prior to the operations of the transfer station. This will facilitate traffic flow to and from the transfer station building and have minimal impact on traffic within the community. The location the hauling fleet will be relocated is to be determined.

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 Conclusion:

The applicant has responded to the staff report regarding the business and site operation of the solid waste transfer station. The initial letter states 338 daily truck trips will occur on site. On average, that is 14 trucks per hour. Staff has concerns about odor and dust, as those are the most frequent complaints from neighboring businesses and residents who are in the vicinity of trash, recycling and earthen material operations.

Staff visited the facility off Winchester Avenue in Kansas City, MO on November 18, 2019 to get a better understanding of how their site operated, which is larger than their proposed KCK facility. We toured the grounds, looking how trucks and equipment maneuvered on the property, unloading the solid waste on the floor, watching the skid steers sorting and scooping the solid waste materials (mainly residential trash) within the transfer building and deposit it in a truck that drove to the landfill. All operations are enclosed within the building.

The applicant is prepared to and shall explain to the Commission how this operation is different than the Republic Services' facility off Winchester Avenue in Kansas City, MO.

Subject to approval, staff stipulates the following (including the aforementioned stipulations):

- 1) Two (2) year approval period after which a new (renewed) special use permit is necessary.
- 2) All unloading of solid waste from residential trucks, sorting and loading of solid waste into trucks shall occur within the enclosed building.
- 3) Although the transfer station will accept waste 24 hours per day, seven days a week, acceptance from the public is restricted from 6:00 AM – 6:00 PM, Monday through Friday and Saturday 7:00 AM to 4:00 PM.
- 4) Solid waste is removed from site within 24 hours after its arrival.
- 5) Repair any damage that occurs to adjacent property owners, curbs, sidewalks and utilities.
- 6) One thousand (1,000) tons per day maximum average throughput.
- 7) Compliance with Housekeeping Operations Plan.
- 8) Leachate control plan acceptable with the Public Works Department. This facility is considered a hot spot, comply with MARC Manual Appendix B.
- 9) No waste be transferred that includes hazardous waste.
- 10) A greatly strengthened commitment to odor control and a management plan describing the steps that will be taken to address increasing perception of an odor program as determined by the governing body.
- 11) Pave site.
- 12) Work with Water Pollution Control on drain cleaning.
- 13) Obtain a building permit for the proposed site and building improvements.

Additional Stipulations from Meeting:

1. A new diagram is submitted to the staff that has a better illustration for a typical community person to see how this is going to operate. **(Applicant has submitted – see attachments)**
2. The applicant will work with the UG Water Pollution Control Department and the Fairfax Drainage District to ensure that the leachate is not going to harm the system and create an additional smell.

If issues arise with adjacent property owners and are brought to staff's attention during the approved term, this special use permit can be submitted to the Unified Government Board of Commissioners for revocation.

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-2019-102** subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

February 10, 2020 City Planning Commission Minutes
Information from Applicant since 2/10/2020 CPC Meeting
Applicant Letter
Applicant Response Letter
Neighborhood Meeting Minutes
Housekeeping Operations Plan
Existing Site Conditions
Proposed Site Conditions
Site Photographs
Email listing those persons/companies in opposition

REVIEW OF INFORMATION AND SCHEDULE

Action	Planning Commission	Unified Government Commission
Public Hearing	February 10, 2020	February 27, 2020
Special Use	Approval	

STAFF CONTACT: **Byron Toy, AICP**

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #**SP-2019-102** 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-2019-102**, 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.

February 10, 2020 City Planning Commission Minutes:

Hearing Starts At 31:21:

SPECIAL USE PERMIT APPLICATION #SP-2019-102 – BROWNING-FERRIS INDUSTRIES – SYNOPSIS: Special Use Permit for a solid waste hauling facility with solid waste transfer station addition at 3150 North 7th Street Trafficway. **Detailed Outline of Requested Action:** The applicant, Browning-Ferris Industries currently operates a waste hauling facility and has applied for a special use permit to add a solid waste transfer station to their operations located at 3150 North 7th Street Trafficway.

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 February 10, 2020;
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The Notice in the Wyandotte Echo dated September 19, 2019;
7. The Notices to property owners dated September 12, 2019, October 10, 2019, November 1, 2019, December 3, 2019 and January 8, 2020; and,
8. The additional three emails in opposition received from Melissa Clark, Executive Director of Fairfax Industrial Association, from Central Solutions, Inc. at 401 Funston Road, Capital Electric Construction Company, Inc. at 2801 Fairfax Trafficway, and Ergon Armor and UAW Local 31.

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

Present in Support:

- Kati Council, General Manager, Republic Services Inc., Midwest Area, 3150 North 7th Street Trafficway, Kansas City, Kansas
- Michele Clark, Weaver Consultant Group, 6301 East Highway AB, Columbia, Missouri 65201

Present in Opposition:

- There were 10 people in opposition
- Melissa Clark, Executive Director of Fairfax Industrial Association, 3250 Brinkerhoff Road, Kansas City, Kansas 66115
- Steve Dailey, General Manager, Fairfax Drainage District, 1620 Fairfax Trafficway, Kansas City, Kansas 66115
- Elnora Jefferson, 419 Haskell, Kansas City, Kansas

Staff Recommendation Starts At 1:21:40: Planning Director Richardson stated that he is familiar with the transfer station they have talked about on Winchester as he is related to an adjacent property owner. The other facility had rats and they had to get cats to take care of the rats when they were there. Now they have to feed the cats. After this company was there the first six months and got it cleaned out, the rats, snakes and odor went down. He further stated that he and Lead Planner Byron Toy visited their site in Missouri and when you walk around it is a trash site; however, they walked around the site with the ladies present this evening, probably in advance of the Fairfax Industrial District representatives, and on a hot summer day you might occasionally say that is a trash smell. Under the old system at this site you could not go outside as it was really bad. Republic has cleaned it up and they did not do that because the city made them, or the neighbors were on them. They gave their neighbors their phone numbers if they wanted to talk to them about things. They have inspectors that come in and if they smell things out of the ordinary, the local staff gets penalized for that. Director Richardson stated that he found those things reassuring given what is being discussed. He stated at first, he thought this was crazy as he had seen the issues at the location in Missouri with the other owner and this reflected in his questions to the applicants. His opinion changed. Would you want a trash transfer station next to you? Probably not but this is not as bad as it could be and at the end of the day it is not as bad as what could be there. He has heard how it has changed (from his relative that has the business next to the operation in Missouri) and that is a credit to Republic. With regard to the private citizen it is usually a contractor with a pick-up truck when he is over there visiting. That part of their facility is outside, and they just push it into a container. They do not actually go into the transfer like they would here. Even if they are on the inside there are people watching what they are doing. It would be difficult to sneak things in. There is trash but, in that case, they are adjacent to an interstate and the trash is no different there than down the road at the interstate. There is illegal dumping around there too because the road is secluded. He further stated that the reason he talks about these two things together is because there is a task force in the Unified Government this year that is working only on illegal dumping because it is so bad. He does not know if this is going to help, because quite frankly if you put something on the curb, it disappears. Tires can be put out in limited number, and he has only had one item that Deffenbaugh did not pick up because it was too large, and he had to divide it up and put it out the next week. They charge by weight instead of the load so it would be cheaper here than the Deffenbaugh option. He stated that there are some options here that might help with the illegal dumping process in Wyandotte County. He further stated that the issue of what goes into the water system, is pretty highly regulated and if this is approved, a stipulation could be crafted that says to work with Mr. Dailey and Water Pollution Control to ensure that what is going in there is not going to damage the system and is not going to create any additional smells. Director Richardson stated that in the summer if you walk by a combined sewer system, they stink because there is more human waste than stormwater. In the summertime when it is dry, they do not get washed out and they stink because of the human waste and he said that we do not want to make that any worse. He stated that we also do not want things going through the air, but his observations of their facility in driving down the street, you will not smell it at this site. He further stated that he drives by their other facility (in Missouri) at least once a week, and he has never smelled it since they have taken over. He further stated that when empty containers are brought in, they are going to stink because of what was in them previously and he thinks that will be an improvement to get rid of them and you

do not know what was in them before. Director Richardson stated that they are like ones behind restaurants and they are pretty nasty until they get washed out in the rain. That all goes out into the ground and under the new system it will go in the drain and none of it will go outside. The trucks will track a little of that in and out, but it did not look significant at their other location. One thing to consider is the future of landfills. The landfill we use in Johnson County is going to be full sooner than later and there is not another option. He stated that Kansas City, Kansas has one contract for trash and when that landfill fills up there is not another option; it is closed. There will be a need for more transfer stations. He does not know how much capacity Courtney Ridge has, which is the other large landfill in the area, but it is probably not 20 years. He stated that the applicant can provide a better diagram that the staff can enlarge and provide to those interested before the Board of Commissioners meeting. He further stated that if he was a next door neighbor, he would probably not want it there but they (Republic) have a good track record where they are located. They are going to spend more than \$5 million on a two-year permit and he thinks they are going to follow the rules. If they don't, at any time during those two years if the Board of Commissioners approve this petition, they could bring it back and revoke it. Director Richardson stated that they have a pretty good track record, a good incentive to follow the rules given the temporary nature of this permit and the staff recommends approval with the following additions to the stipulations (in the staff report):

1. A new diagram is submitted to the staff that has a better illustration for a typical community person to see how this is going to operate.
2. The applicant will work with the UG Water Pollution Control Department and the Fairfax Drainage District to ensure that the leachate is not going to harm the system and create an additional smell.

He further stated that the truck count will go down as well as the emissions, but it is a state highway and it is built for that traffic but in general the overall truck count will not impact that state highway or the local traffic. The applicant did say that the trash trucks are going to be directed to come from the north so they will not come through downtown. They will come from K-5 or the Missouri River Bridge. He stated that if a private citizen wanted to go there, they would drive from wherever they were. He stated that this project is not as bad as it has been made out to be.

Motion and Vote Starts 1:36:15:

On motion by Mr. Ernst, seconded by Mr. Connelly, the Planning Commission voted as follows to recommend **APPROVAL** of **Special Use Permit Application #SP-2019-102:**

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

6. Please describe the solid waste operation at this location. If the intent is to relocate the hauling operation, where will the new site be located?

Applicant Response: Discussion of operations of the transfer station is included in the attached plan. Allied Services will relocate the majority of hauling operations from the property prior to the operations of the transfer station. This will facilitate traffic flow to and from the transfer station building and have minimal impact on traffic within the community. The location the hauling fleet will be relocated is to be determined.

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:
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Staff Conclusion:

The applicant has responded to the staff report regarding the business and site operation of the solid waste transfer station. The initial letter states 338 daily truck trips will occur on site. On average, that is 14 trucks per hour. Staff has concerns about odor and dust, as those are the most frequent complaints from neighboring businesses and residents who are in the vicinity of trash, recycling and earthen material operations.

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The applicant is prepared to and shall explain to the Commission how this operation is different than the Republic Services' facility off Winchester Avenue in Kansas City, MO.

Subject to approval, staff stipulates the following (including the aforementioned stipulations):

- 1) Two (2) year approval period after which a new (renewed) special use permit is necessary.
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- 8) Leachate control plan acceptable with the Public Works Department. This facility is considered a hot spot, comply with MARC Manual Appendix B.
- 9) No waste be transferred that includes hazardous waste.
- 10) A greatly strengthened commitment to odor control and a management plan describing the steps that will be taken to address increasing perception of an odor program as determined by the governing body.
- 11) Pave site.
- 12) Work with Water Pollution Control on drain cleaning.
- 13) Obtain a building permit for the proposed site and building improvements.

Additional Stipulations from Meeting:

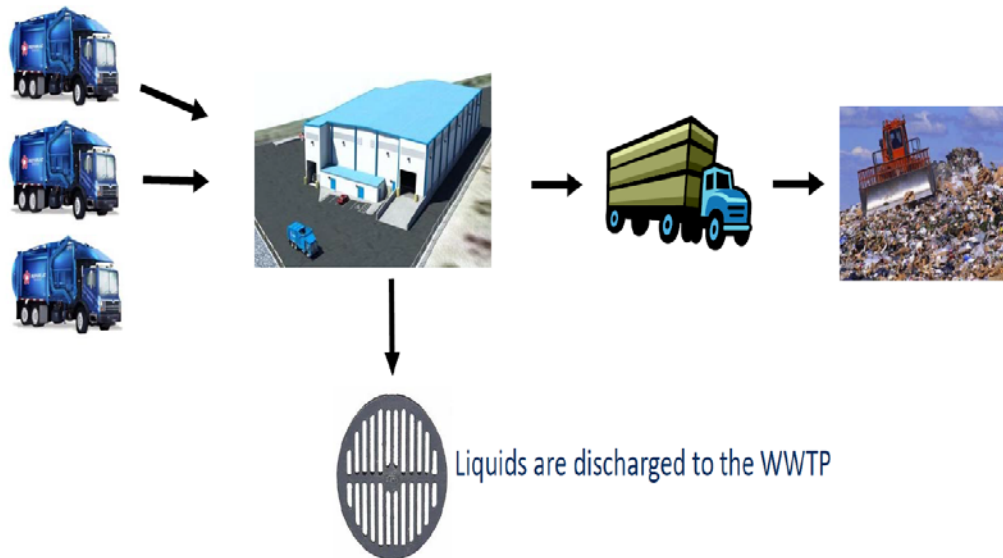
1. A new diagram is submitted to the staff that has a better illustration for a typical community person to see how this is going to operate.
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If issues arise with adjacent property owners and are brought to staff's attention during the approved term, this special use permit can be submitted to the Unified Government Board of Commissioners for revocation.



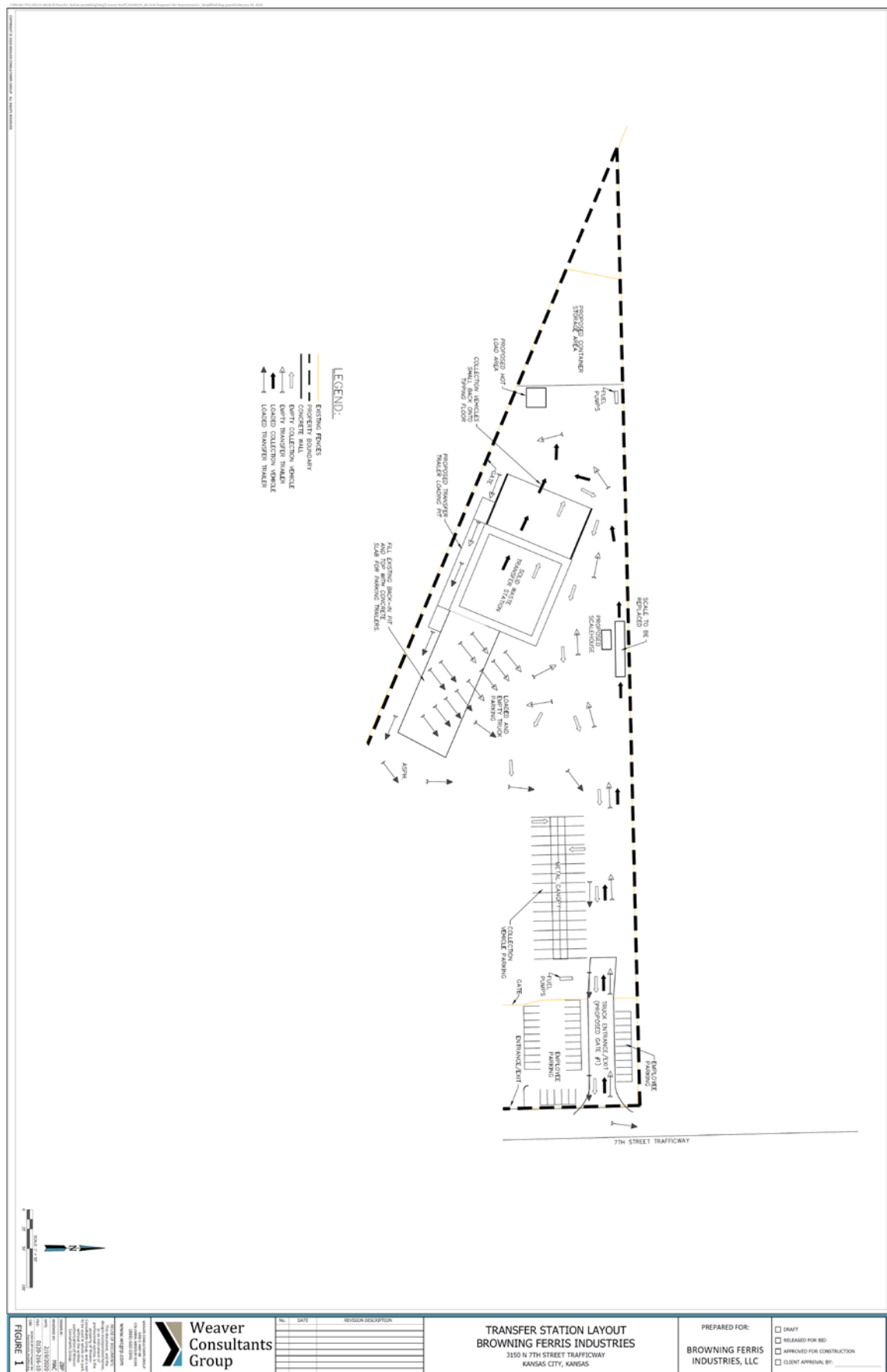
TRANSFER STATION BASICS

- Transfer stations are transportation terminals
- Consolidate loads from several collection vehicles into larger transfer trailers for hauling to area landfills



- Acceptable waste: Residential waste and Commercial Wastes
- Unacceptable waste: hazardous waste, medical waste, asbestos waste, special waste, liquid waste, sludges, wastes that require special handling, and malodorous waste.
- Integral component of modern waste disposal systems
- No waste disposal or storage occurs on-site

0





August 29, 2019

Neighborhood Resource Center
Urban Planning and Land Use – Annex
4953 State Avenue
Kansas City, KS 66102

Re: **Browning-Ferris Industries**
Special Use Permit Application

To Whom It May Concern:

Dear Mr. Goodin:

On behalf of our client, Browning-Ferris Industries (BFI), enclosed is a Special Use Permit Application for the operations of a municipal solid waste transfer station to be located at 3150 North 7th Street Trafficway. A preapplication meeting was held with Mike Farley on July 24, 2019 and the official contact for this project is:

Brad Zimmerman
Republic Services, Inc.
5605 Moreau River Access Road
Jefferson City, Missouri 65101
BZimmerman2@republicservices.com
Work: (573) 636-1144
Mobile: (573) 690-9364

This property previously was permitted as a transfer station which operated under Special Use Permit #SP-1996-22. This 10-year permit expired on August 29, 2006. However, the transfer station has not been operational for over 20 years. Currently the property is used for solid waste hauling operations where a fleet is managed and maintained on the property. In addition, the site has a storage area for dumpsters and roll-off containers, a maintenance facility and parking lots. Adjacent to the hauling operation is Stericycle, a medical waste incinerator, that is a separate and unrelated company.

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In order to provide efficient operations BFI is proposing several upgrades to the facility to improve traffic flow, loading and unloading of waste from collection vehicles and consolidation to a solid waste transfer truck. Proposed improvements include:

- Construction of a concrete truck entrance near the northeast boundary;
- Installation of a scale and adjacent scalehouse along the northern boundary;
- Construction of an enclosed transfer trailer loading pit along the south side of the previously permitted solid waste transfer station;
- Filling the existing back-in pit currently located southeast of the previously permitted solid waste transfer station; and
- Concrete pavement over the filled back-in pit for staging of transfer trailers.

If the special use permit is granted BFI will relocate the majority of hauling operations from the property to significantly reduce traffic associated with this operations. Overall, it is anticipated that relocating the hauling operations once the transfer station is operational will result in similar traffic counts more evenly distributed throughout the day based on an estimated waste acceptance rate of 1,000 tons per day.

Currently there is approximately 331 vehicles entering and existing the facility each day associated with current operations. Based on waste acceptance of 1,000 tons per day traffic is estimated at 338 vehicles per day. Enclosed are graphs of the current and anticipated traffic by hour. At this waste acceptance rate BFI anticipates approximately 40 solid waste transfer loads at 25 tons of waste per load and 100 solid waste hauling trucks at 10 tons of waste per load.

Furthermore, commercial traffic will be directed to approach the site traveling on North 7th Street Trafficway from the north and will exit the site to the north to minimize impact on residential areas located south of the facility. A figure of the traffic entering and exiting the facility is enclosed.

Trucks will typically travel along I-635 to I-35 and continue to MO-152 and finally to MO-291 where Courtney Ridge Landfill is located. Therefore, traffic is limited to major highways with minimal use of city streets. A round trip to Courtney Ridge Landfill for the transfer trucks will take approximately 1.5 to 2 hours.

It is respectfully requested for a 10-year Special Use Permit for the operations of a municipal solid waste transfer station. BFI is committed to the investment of upgrading the existing facility to provide long term waste management services to the community of Kansas City. Please feel

Weaver Consultants Group

free to contact Brad Zimmerman with BFI at (573)636-1144 or myself at (573) 289-3379 with any additional questions or comments.

Sincerely,
Weaver Consultants Group



Michele A. Clark
Senior Project Director

Attachment: Special Use Permit Application
Legal Description
Photolog
Current Traffic Count & Estimated Traffic Count Graph
Drawings

Cc: Mr. Brad Zimmerman, BFI
Ms. Kati Council, BFI

Weaver Consultants Group



September 30, 2019

Neighborhood Resource Center
Urban Planning and Land Use – Annex
4953 State Avenue
Kansas City, KS 66102

Re: **Browning-Ferris Industries**
Special Use Permit Application
Petition #SP-2019-102
Response to Draft Comments

To Whom It May Concern:

Dear Mr. Goodin:

Thank you for the draft comments received September 24, 2019, associated with Petition #SP-2019-102, pursuing a special use permit for the operations of a municipal solid waste transfer station for property owned by Browning-Ferris Industries, LLC a wholly owned subsidiary of Allied Services, LLC, located at 3150 North 7th Street Trafficway correspondence is being to address the draft comments. For ease of review, the comments have been restated below followed by the response:

Urban Planning and Land Use Comments:

1. **Although outside of the 200-foot notification buffer, staff suggests contacting residents in The Homes, Inc. who reside southwest of the proposed location for your neighborhood meeting.**

Upon receipt of the draft comments The Homes, Inc. was contacted via phone call to the community with a follow up invitation to the neighborhood meeting.

2. **Submit a facility odor and rodent management plan.**

Response: Please see enclosed Housekeeping Operations Plan

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- a) **Eliminate rough surfaces such as deteriorated concrete that may come into contact with solid waste.**

Response: Please see enclosed Housekeeping Operations Plan

- b) **Remove all waste at the end of each operating day. Establish a set time each day when no waste will be received to allow housekeeping functions, such as floor and wall wash-down, cleaning of drains and other surfaces that encounter solid waste. This cleaning should include disinfectants or bio-organic catalyst that will destroy biofilms.**

Response: Please see enclosed Housekeeping Operations Plan

- c) **Set up a community “odor complaint” phone line, and response to community complaints.**

Response: Please see enclosed Housekeeping Operations Plan

3. **What are the proposed hours of operation?**

Response: Please see enclosed Housekeeping Operations Plan

4. **Please clarify the rationale for a 1,000 tons per day solid waste transfer station.**

This is the approximate amount of MSW within the Kansas City Metro Area that Allied Services currently manages.

5. **Please describe the solid waste operation at this location. If the intent is to relocate the hauling operation, where will the new site be located?**

Discussion of operations of the transfer station is included in the attached plan. Allied Services will relocate the majority of hauling operations from the property prior to the operations of the transfer station. This will facilitate traffic flow to and from the transfer station building and have minimal impact on traffic within the community. The location the hauling fleet will be relocated is to be determined.

Weaver Consultants Group

Public Works Comments:

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.

Construction plan will be developed meeting UG standards and criteria for review and approval to obtain the construction permit.

Please feel free to contact Brad Zimmerman with BFI at (573)636-1144 or myself at (573) 289-3379 with any additional questions or comments.

Sincerely,

Weaver Consultants Group



Michele A. Clark
Senior Project Director

Attachment: *Housekeeping Operations Plan*

Cc: Mr. Brad Zimmerman, Allied Services, LLC
Ms. Kati Council, Allied Services, LLC

Weaver Consultants Group



February 5, 2020

Neighborhood Resource Center
Urban Planning and Land Use – Annex
4953 State Avenue
Kansas City, KS 66102

Re: **Browning-Ferris Industries**
Special Use Permit Application
Petition #SP-2019-102
Additional Documentation

To Whom It May Concern:

This response is associated with Petition #SP-2019-102, pursuing a special use permit for the operations of a municipal solid waste transfer station for property owned by Browning-Ferris Industries, LLC a wholly owned subsidiary of Allied Services, LLC, (Allied) located at 3150 North 7th Street Trafficway correspondence is being to address items discussed on November 18, 2019 as well as follow up conversations with the Fairfax District.

1. Service Area

Allied utilizing the proposed transfer station for haul routes within 10 miles of the facility with the majority of waste being collected within the Kansas market. The transfer station will also be open to the public. Typically waste hauling companies as well as residence using a transfer station are in close proximity to the facility however the transfer station typically does not limit customers based on distance from the facility. Enclosed is a figure outlining the 10 mile radius to the proposed transfer station.

2. Leachate Collection

Waste handling will occur only within the transfer station building. The tipping floor will be sloped to collect liquids from the waste handling process and will be directed through an oil/water separate prior to discharge to the sewer. In addition, the property has a combined sewer system where it is graded to discharge to the existing drains and

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handled as wastewater. Waste hauling vehicles will be staged and parked in areas of the property that will drain to the combined sewer. It is our understanding that the Fairfax District owns the combined sewer system in this area. The District has voiced concern related to the corrosiveness of these wastewaters. Historical leachate data for two transfer stations in Missouri was provided to the District. Attached is the analytical results. Based on the quality and quantity of leachate generated we do not anticipate a deterioration of the combined sewer system.

3. Waste Accepted

In accordance with Kansas Administrative Regulations (K.A.R.) 28-29-23a.(c)(1) and (2) the transfer station will only accept residential waste and commercial waste. The following wastes will not be accepted at the facility: hazardous waste, medical waste, asbestos waste, special waste, liquid waste including sludges, waste that require special handling or malodorous waste.

4. Housekeeping

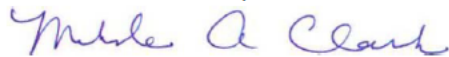
Per our discussions with you and the Fairfax District, we have developed a Housekeeping Operations Plan submitted in September 2019. Below highlights the items we have committed to in the plan:

- Waste will be removed within 24 hours of acceptance and the tipping floor will be cleared and loaded by 10:00 pm each day. Housekeeping within the building will be completed when the waste is containerized;
- The tipping floor will be dry swept daily;
- At least weekly powerwashing of the tipping floor area including the floor and impacted walls with a biodegradable deodorizing agent;
- Daily litter control;
- Routine professional pest control;
- Dust control by sweeping roads;
- Daily odor inspections and odor mitigation procedures;
- Commercial traffic will be directed to enter the property traveling south on 7th Street Trafficway and exit traveling north on 7th Street Trafficway; and
- Scale will be placed near the transfer station building to queue vehicles within the property along the north boundary to minimize impact on 7th Street Trafficway.

Weaver Consultants Group

Please feel free to contact Brad Zimmerman with BFI at (573)636-1144 or myself at (573) 289-3379 with any additional questions or comments.

Sincerely,
Weaver Consultants Group



Michele A. Clark
Principal

Attachment: 10-mile radius map
Leachate analytical results

Cc: Mr. Brad Zimmerman, Allied Services, LLC
Ms. Kati Council, Allied Services, LLC

Weaver Consultants Group

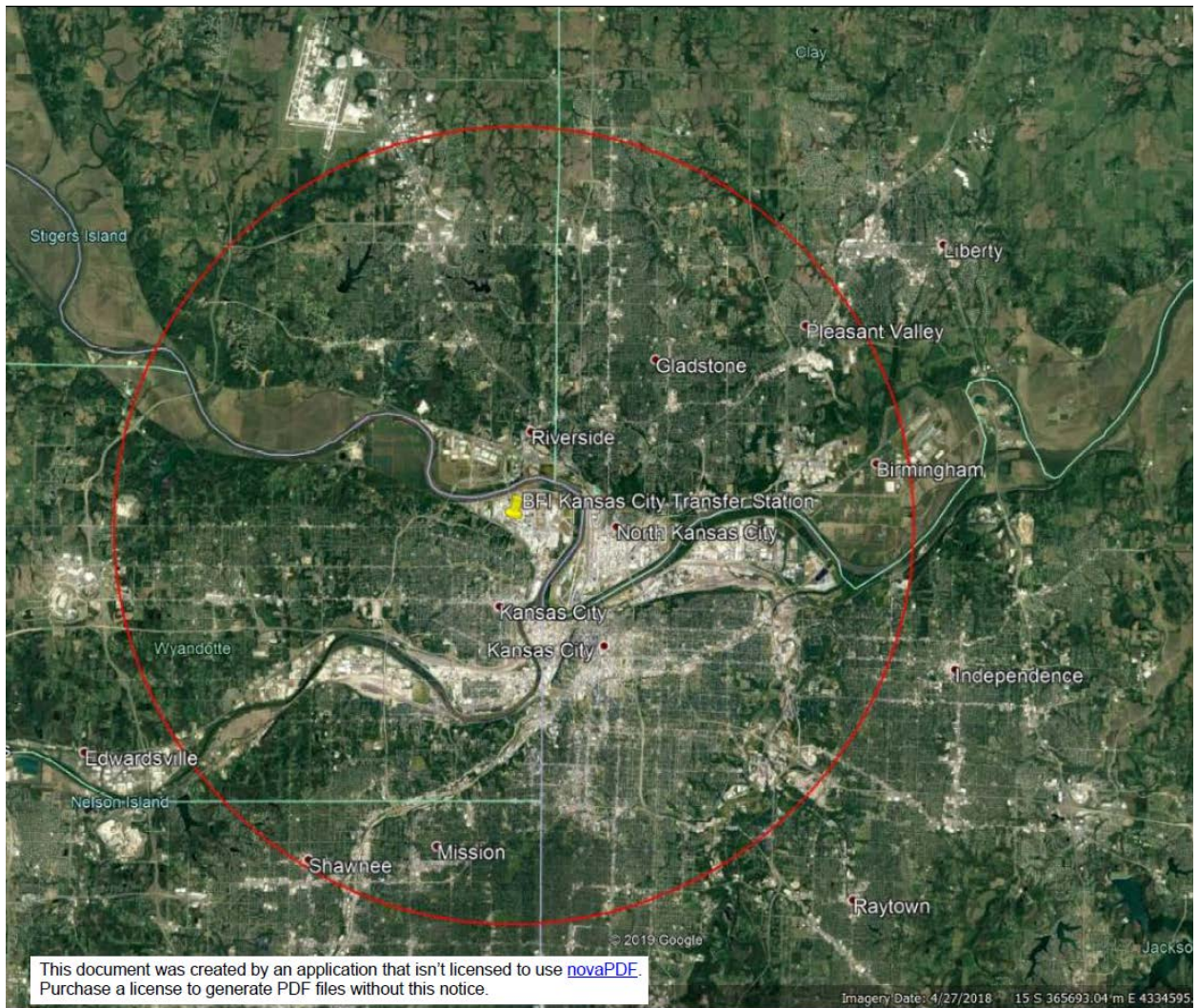


Figure 1. 10-mile radius map of waste collected in the Kansas City market as referenced in the February 5, 2020 letter.

ALLIED SERVICES, LLC PROPOSED TRANSFER STATION

HOUSEKEEPING OPERATIONS PLAN SEPTEMBER 2019

**3150 NORTH 7TH STREET TRAFFICWAY
KANSAS CITY, KANSAS 66115**

PREPARED BY



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Weaver Consultants Group, LLC

C:\USERS\AMBOUSSAD\APPDATA\LOCAL\MICROSOFT\WINDOWS\INETCACHE\CONTENT.OUTLOOK\UQNM3VLO\2019-09-29 DRAFT HOUSEKEEPING PLAN.-FORMATTED.DOCK 9/30/19

1 INTRODUCTION

1.1 Purpose

This document serves as housekeep guidelines including aesthetics, vector control, dust control and odor management at the proposed transfer station to be located at 3150 North 7th Street Trafficway. Upon permitting and approval the content of this plan will be incorporated into the facility's operations plan.

1.2 Site Location

The proposed transfer station is located on an approximate 7-acre site located at 3150 North 7th Street Trafficway in Kansas City, Kansas. Commercial access to the facility will be obtained from the north on 7th Street Trafficway through Gate 1 as shown on Drawing SP2. The proposed transfer station is located predominately in an industrial area.

1.3 Facility Description

Handling of the municipal solid waste (MSW) will be conducted within the existing metal building approximately 120 feet long and 120 feet wide with a proposed enclosed transfer trailer loading pit on the south side of the building. The additional site components include a truck scale, scale house, support office, truck and trailer parking area, employee and visitor parking area, roll-off storage, and other supporting infrastructure such as a hot-load area.

Waste collection vehicles enter the property from the northeast gate shown as Gate 1 on Drawing SP2. The vehicles travel west across the scale. After weighing, the vehicles enter by backing into the transfer station building using the northwest bay doors.

After unloading, the waste haulers leave through those same northwest bay doors. If tare weights are known the vehicle exits through Gate 1. If tare weights are unknown for the vehicle, it will return to the scale for outweighing then be directed to exit through Gate 1 to exit the facility. All commercial traffic will be directed north on 7th Street Trafficway.

To access the proposed transfer trailer loading pit the transfer trailers enter through Gate 1 and enter the pit from the western side of the transfer building. Once loaded,

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the trailers exit the pit to the east and exit through Gate 1. Traffic movement for the site is shown on Drawing SP2.

It is proposed the transfer station will accept waste 24 hours per day, seven days a week, but will only be open to accept waste from the public from 6:00 am to 6:00 pm, Monday through Friday and Saturday 7:00 am to 4:00 pm. In order to ensure municipal solid waste is removed within 24 hours at the close of the public operational hours, the municipal solid waste on the tipping floor will be loaded into a transfer trailer. Waste accepted during public business hours will be containerized by 10:00 pm each day. Housekeeping within the building will be completed when the waste is containerized.

2 AESTHETICS

The proposed transfer station will implement the following waste handling and cleaning procedures for acceptable facility aesthetics.

2.1 Visual Barriers

Municipal solid waste processing will occur inside the proposed transfer station building; therefore, additional visual barriers are not needed. Regular housekeeping, routine litter removal and external site maintenance will provide for proper aesthetics of the facility. The facility building doors to the tipping floor are along the west side of the building. This side is away from public view as the trucks deliver and unload waste at the facility.

2.2 Facility Operations

2.2.1 Tipping Floor Cleaning

The proposed transfer station tipping floor area will be cleared of any putrescible waste on a daily basis by 10:00 PM. The tipping floor will be dry swept daily. The tipping floor area including the floor and impacted walls will be washed down with a high pressure water and biodegradable deodorizing agent once per week, as needed. Drains will be inspected each operational day to verify they are properly working with weekly cleaning. Cleaning will include disinfectants or bio-organic catalyst that will remove biofilms.

The floors will also be inspected to ensure concrete is in good condition with no rough surfaces to impede cleaning the floors or harboring debris.

2.2.2 Transfer Trailer Loading Area

Municipal solid waste in the transfer trailer loading area will be removed and placed into transfer trailers within 24 hours or by the end of each workday at the proposed transfer station. When excessive liquid or material spills occur, the area will be cleaned. The loading area will be washed down once per week or as necessary to reduce the effects of odor, dust, and vector problems.

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2.2.3 Outside Areas

Housekeeping, daily litter removal, and site maintenance conducted will be performed for acceptable appearance of the proposed transfer station. It will be the policy of the proposed transfer station to maintain good housekeeping methods and procedures. The general housekeeping tasks will be incorporated as part of daily operations. The outside areas of the proposed transfer station will be maintained in a similar manner.

2.3 Litter Control

Solid waste handling operations will occur within the interior of the proposed transfer station; therefore blowing debris is not anticipated to be a problem. However, the area surrounding the proposed transfer station will be patrolled daily to collect and remove any blowing debris. Fencing is in-place along the perimeter of the property to minimize litter from leaving the property.

Noise associated with the proposed transfer station operation will include truck traffic and operating equipment. The operating equipment noise will be largely confined to within the large pre-engineered metal building, thereby significantly attenuating noise. Noise at the office and scale area consists of normal vehicular and truck traffic.

3 VECTOR CONTROL

At the proposed transfer station, materials will be stored in a manner that will prevent vector issues. Potential vectors for this type of operation include flies, mosquitoes, rats, and birds. The transfer station has been designed and will be operated and maintained to minimize vector problems. Maintaining good drainage on the transfer station property is the primary method planned to control mosquitoes. The existing and future topography of the transfer station site will allow drainage to be easily controlled to prevent mosquito-breeding areas.

Good housekeeping practices will eliminate places for vectors to harbor. If vectors are noted by the facility staff, the transfer station will conduct a review of internal operations to determine what improvements can be made to eliminate conditions that will harbor vectors. In addition, a professional pest control company will be contracted to regularly inspect and treat for rodent or other vectors that can create health hazards.

4 DUST CONTROL

Dust control is primarily managed by good housekeeping practices. In general, dusty loads will be loaded to the transfer trailer as quickly as possible. If an excessively dusty load is received, personnel will be provided with dust masks or other necessary safety equipment, and allow the dust to settle before pushing the load into the transfer trailer. A mechanical sweeper equipped with a vacuum may also be used to collect dusty loads.

Management of MSW and commercial traffic will be conducted on paved areas; therefore fugitive dust is not anticipated to be a concern. Should excessive dust occur the paved roads will be swept and/or wetted, or by other similar means to control dust.

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5 ODOR MANAGEMENT PLAN

5.1 Odor Control

Odor control is primarily managed by good housekeeping practices. This Odor Management Plan (OMP) for transfer station operations provides guidance in the identification, and mitigation of odors at the proposed transfer station.

5.2 Identifying the Presence of Odor

The first step in the process of controlling odors is to determine if odors are present. To this end, regular self-inspection and timely investigation of third-party complaints are necessary. The primary objective of this OMP is to identify and mitigate odors from the facility before they can impact the local community. This is accomplished through regular self-inspections. Self inspections shall be conducted weekly, and should have a consistent "route" along the perimeter of the property.

The self-inspections will be performed by the Operations Manager, or their designees. The inspection will consist of one or more of these individuals touring along the facility perimeter along a consistent, pre-planned route. The goal of this inspection is to identify potential odors and the origination source.

If an odor is identified, personnel shall document the intensity (odor scale) of the detected odor, classify the odor with a specific odor description, and identify the location where odor was observed and the source. Any odors identified through self inspection that are related to the transfer station operations shall be mitigated.

Allied Services is committed to being a good neighbor and contributor to the local community. Allied Services will establish a community "odor complaint" phone line or on-line system to respond to community concerns. Controlling odors at the proposed transfer station and minimizing their potential to move off site are important parts of our commitment. All odors complaints will be investigated and addressed.

5.3 Odor Mitigation

Identifying the source of odor will assist in determining the best means of mitigating the odor. Stopping or preventing an odor from occurring is usually intuitive.

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Waste Acceptance:

- If the odor originates from a specific waste stream, one or more of the following methods can be used to mitigate the odor
 - Stop taking the objectionable waste stream;
 - Require that the waste stream generator treat the objectionable waste stream to eliminate odors prior to delivery to the facility; or
 - Restrict the times when an objectionable waste stream can be delivered to the facility.
- If the odor originates from an ancillary area of operational process, inspect areas within the property to identify the source. This includes ensuring stored roll off containers or parked waste vehicles are empty and do not contain any residual waste materials.

In order to successfully measure the effectiveness of odor remediation, trend the causes of odors, and focus efforts on possible solutions for odor management, complaint, mitigation and routine follow-up.

5.4 Site Operating Record

Whenever the odor self-inspection is performed or a complainant is interviewed, the appropriate documentation collected will be completed and maintained on site as part of the Site Operating Record. In addition to maintaining these documents, all efforts to mitigate odors will be documented.

If an odor is identified, personnel shall document the intensity (odor scale) of the detected odor, classify the odor with a specific odor description, the location where odor was observed and the source. Any odors identified through self-inspection that are related to the transfer station operations shall be mitigated. Any odor crossing the facility's property boundary requires immediate attention.

Odor control is primarily managed by good housekeeping practices. Should odors occur, the facility will be inspected for nuisance-causing conditions, such as noxious waste not placed in the transfer trailer. These conditions will be addressed by containerizing the noxious waste or masking the odors with a commercially available odor control agent. By using good housekeeping practices and the orientation of the transfer station, dust and odors should have minimal effect on the surrounding area.

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Browning-Ferris Industries
Special Use Permit Application
Petition #SP-2019-102
Meeting Notes

Application Number: #SP-2019-102

Date and Location: September 26, 2019
Unified School District No. 500
2010 N. 59th Street, Room 134
Kansas City KS 66104

Meeting called to order at: 4:30 PM

Names of people in attendance:

Brad Zimmerman, Republic Services
Michael Stewart, Republic Services
Hank Potts, Republic Services
Michele Clark, Weaver Consultants Group
Zack Purol, Weaver Consultants Group
Bryan Martin, Manna Pro

Introductions:

Hank Potts provided Allied Services intent to obtain a special use permit for a municipal solid waste transfer station at 3150 North 7th Street Trafficway with support from Brad Zimmerman and Weaver Consultants Group. An overview of the existing facility was discussed and outlined on site plan view drawing. The layout of the proposed improvements were provided on a site plan view drawing and a discussion of traffic flow and operations of the transfer station was given. Discussion highlighted vehicular traffic to and from the site as well as traffic flow on the property, the transfer station building, unloading and loading of MSW with anticipated waste acceptance of 1000 tons per day.

Questions and answers

- **Bryan Martin:** How is this going to effect the property? Is there any environmental issues associated with this? Will there be any solvents accepted? What types of wastes? What is the property boundary? Will the fences be replaced? How many trucks a day will there be? What shifts are they running? Will the transfer station have concrete floors?

Hank Potts: There should be no solvents being handled and no special wastes just municipal solid waste. The upgrades to the building will bring the building to code. Historically there was a transfer station there that closed in the 1980s. The building is currently used for container storage, maintenance and repair. He doesn't anticipate any significant impact with the operations of the transfer station since solid waste hauling operations was already occurring on the property.

Brad Zimmerman: Waste will be dumped on the tipping floor and a loader is used to place the waste in a transfer trailer where it is hauled to the landfill. A transfer truck can haul about 2.5 haul trucks of waste resulting in less traffic at the landfill. The waste will typically go to Courtney Ridge Landfill in Sugar Creek.

In addition approximately 50 trucks associated with hauling operations will be relocated to another facility to allow traffic flow to operate the transfer station. People typically have concerns with dust and odors. All traffic will be on paved surfaces and each load tarped. Odors are managed through removing the waste within 24 hours of receipt and clearing the floor everyday so no residual waste is left. Municipal solid waste may include residential waste, construction and demolition waste and some commercial/business waste. This will include roll-off containers being dumped there. Special wastes and sludges will continue to be direct hauled to the landfill.

The property boundary is shown on the existing layout and extends to a corner in the northwest section. The pavement extend in this area as shown on the layout. The replacement of the fence is yet to be determined. It is anticipated that the operations of the transfer station is 2 years out with permitting and construction improvements as well as relocation of the hauling operations. Anticipated costs of the improvements is \$5 - \$10 million to upgrade the facility for the operations of the transfer station.

We did not want to have a large volume increase of traffic in the area due to the addition of the transfer station so relocating the hauling keeps the traffic volume consistent over a 24 hour period. The scalehouse is setback in the parking lot to allow longer queue time off the trafficway. Additionally trucks will enter and leave the property to the north to avoid impact to the residential area. We see this as minimal impact on traffic since it is close to the same with some fluctuation in time of vehicles.

The current hours starts between 11 PM and midnight with trucks leaving between midnight and 1 AM. Included with the application was this figure showing current traffic and anticipated traffic over a 24 hour period. The blue shows current traffic and yellow is what we expect to see. Most drivers work 10 – 12 hour shifts. The expected waste acceptance is 1000 tons per day which is about what

we manage in the area per day. The expected number of trucks per day is 338 vehicles and currently truck count is 331 so an increase of 7 vehicles.

The building will have concrete floors including a concrete push wall typically with a sheet metal face so it can be replaced as it is worn. All waste handling will be done within the building.

If you have any questions or issues about the proposed transfer station or operations of hauling please feel to reach out to us at any time.

Meeting adjourned at: 5:10 PM

Minutes taken by: Michele Clark



Photograph #3

Date: December 18, 2018

Description.
North side of office
building facing west.



Photograph #4

Date: December 18, 2018

Description.
North side of office
building facing east.

Photo Log

Photograph #5



Date: December 18, 2018

Description.

West side of office
building facing east.

Photograph #6



Date: December 18, 2018

Description.

West side of office
building facing east.

Photo Log

Photograph #7



Date: December 18, 2018

Description.

East side of transfer
building facing west.

Photograph #8



Date: December 18, 2018

Description.

East side of transfer
building facing west.
Shows current container
storage pit.

Photo Log

Photograph #11



Date: December 18, 2018

Description.

West side of transfer
building facing east.

Photograph #12



Date: December 18, 2018

Description.

North side of transfer
building facing east.

Photo Log

Photograph #19



Date: December 18, 2018

Description.

Container storage pit
underneath transfer
building.

Photograph #20



Date: December 18, 2018

Description.

Painting area inside of
transfer building.

Photo Log

Photograph #21



Date: December 18, 2018

Description.
Maintenance area and
office space inside
transfer building.

Photograph #22



Date: December 18, 2018

Description.
Proposed container
storage area facing west.

Photo Log

From: FIA Executive Director <execdir@fiakck.org>
Sent: Wednesday, February 05, 2020 5:08 PM
To: Richardson, Rob <RRichardson@wycokck.org>
Subject: SP-19402-00094

Rob, following are those within the 200ft of the 3150 N 7th St Trfwy location that will be opposing and filing a protest are:

Brown, Kevin S

J A Ross Industries, LLC

Manna Pro Products, LLC

Quinn, Teresa S

The Keebler Company/Kellogg's

Opposing but not on the 200ft list:

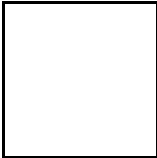
Fairfax Drainage District

Faifax Industrial Associaiton

There may be others (we just sent out info on the SUP to the rest of the businesses today) as well.

You may also be receiving an email from the KCK Chamber opposing.

Respectfully,



Melissa Clark
FIA Executive Director
Fairfax Industrial Assoc., Inc
PO Box 171074
Kansas City, KS 66117
913-915-2327
Email: execdir@fiakck.org
Website: fiakck.org

Office Address:
3250 Brinkerhoff Rd
Kansas City, KS 66115

STATE OF KANSAS)
WYANDOTTE COUNTY)) SS
CITY OF KANSAS CITY, KS)

SPECIAL SESSION, THURSDAY, JANUARY 30, 2020

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in Special Session, Thursday, January 30, 2020, with eleven members present: Bynum, Commissioner At-Large First District; Burroughs, Commissioner At-Large Second District; Townsend, Commissioner First District; McKiernan, Commissioner Second District; Ramirez, Commissioner Third District; Johnson, Commissioner Fourth District; Kane, Commissioner Fifth District; Markley, Commissioner Sixth District; Walters, Commissioner Seventh District; Philbrook, Commissioner Eighth District; and Alvey, Mayor/CEO; presiding. The following officials were also in attendance: Doug Bach, County Administrator; Ken Moore, Chief Legal Counsel; Bridgette Cobbins, Unified Government Clerk; Emerick Cross, Melissa Sieben, Alan Howze, Gordon Criswell, Assistant County Administrators; Kathleen VonAchen, Chief Financial Officer; Reginald Lindsey, Budget Director; and Officer Jay Doleshal, Sergeant-at-Arms.

MAYOR ALVEY called the meeting to order.

ROLL CALL: Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Alvey.

NOTICE OF SPECIAL SESSION of the Unified Government of Wyandotte County/Kansas City, Kansas, to be held Thursday, January 30, 2020, at 5:00 p.m. in the 5th floor conference room of the Municipal Office Building for a Priority Based Budgeting workshop.

CONSENT TO MEETING of the governing body of Wyandotte County/Kansas City, Kansas, accepting service of the foregoing notice, waiving all and any irregularities in such service and in such notice, and consent and agree that we, the governing body, shall meet at the time and place therein specified and for the purpose therein stated.

Mayor Alvey said tonight we have a Priority Based Budgeting workshop. Just as a reminder, this is more of a retreat activity. This is not being broadcast. There are going to be long segments

when we are in small groups which can't be broadcast anyway, so this is really a workshop for kind of a board retreat exercise. I will turn this over to Administrator Bach.

Doug Bach, County Administrator, said we are glad to get back before you on this issue. This is one of those where last time we came to it we sat down and spent a lot of time working through the goals and the definitions to those. So, from a staff perspective, we took it from this time and went back and then looked at all the different program areas we had. I think we identified to you all that they fall into different quadrants of one, two, three and four and you have some worksheets like that that were just given to you. As we did that, it gives us the opportunity, and staff spent a lot of time saying okay based on those definitions that are tied back to this, how do these fit the priorities.

Again, as the Mayor said, this is not a decision-making final where we're going with stuff tonight. This is time for us to kind of—we'll talk through a few different points of how priority based budgeting works again, but then it will put us in an exercise where we can go through and your opportunity to probably humanize where we are with this because one thing is we go through and we put the data, we plug it in, we run it through the systems of how it fits back to the definitions, but it doesn't necessary in the end come back to it and say well no, but that's still a priority for me. That's the opportunity for us to take this and kind of dissect it a little bit tonight and see how that breaks out.

That's how our program is set up. We've spent a lot of time on this getting it ready so it's in a position for you to come through and break it out again. I'm going to turn this over to Molly Saunders with Shockey who is here this evening. She is going to kind of take us through a little bit more of what we have from our agenda and then Kathleen will give a little part of her presentation and then we will jump into the full part of the exercise. We're really trying to focus about all of our time tonight on doing the exercise and coming back from the reporting because last time we did some of this Commission noted they didn't feel like they had enough time for that, so we're going to make sure that happens.

Molly Saunders, Shockey Consulting, was inaudible.

AGENDA

Welcome, Doug Bach, County Administrator

Meeting purpose & agenda, Molly Saunders, Shockey Consulting

Financial overview & PBB objectives/goals, Kathleen VonAchen, CFO

Program prioritization activity

Activity debrief & goals discussion

Next steps, Doug Bach

Adjourn

2

MEETING PURPOSES

To provide an overview of the Unified Government's financial position and proposed goals

To get feedback on the approach to the 2021 budget process

10/16/2019

3

Kathleen VonAchen, Chief Financial Officer, said thank you so much for being here. It's great to see the entire Commission here. We're excited to come back for this follow-up session. We've done a lot of work over the last six months. I would like to thank Reginald Lindsey in the Budget Office and all the department heads and senior managers throughout the organization, our 40 or so departments who all were very involved.

Doing an update of the Program Inventory, updating the costings of all those programs and then rescoring, not only at the department level but then as the peer groups met, they also reviewed all those scores and then those scores were reviewed by the executive team.

Priority based budgeting is going to be a process that we're just now really embarking on this year, but it will take many, many years. This year is for our first bite. We're not going to achieve everything all in one hit so just taking a bite at a time hopefully we'll realize our shared goal.

January 30, 2020

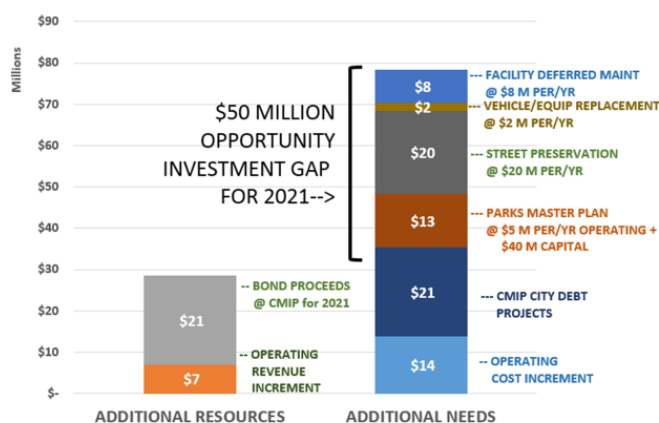
As you know, the budget for the UG is roughly \$400M and approximately, just in round dollars, there is about \$100M of it that's Enterprise Funds which means it's supported by their own fees, so the rest of it is governmental funds. That's really what we're going to talk about tonight or at least in this financial overview.

What we've struggled with in the past years is that we review all of our revenues as part of the budget process and then we increase the fees based on best economic data we have. By doing that, we determine an additional revenue amount that we anticipate we'll be receiving in the budget process and that becomes the additional revenue number. Let's say out of the \$300M additional revenue number of say \$7M is spent, well, \$7M is not very much money because we have employee compensation increases we have to factor in and then pretty soon that \$7M just kind of gets eaten away because of inflation and the cost of doing business. There never seems to be really enough money to do new initiatives or to invest in our community in areas where we think it will improve the quality of life which is a high priority for us.

That \$300M just kind of continues rolling along and I like to call it the base and what we need to do in order maybe to find resources elsewhere to reallocate for those higher priority areas is to look at that base and say, gee, does it make sense to continue doing all of these programs that we started 50 years ago. Maybe we can reengineer them or approach them in a different way that would be more cost-effective.

This priority based budgeting is actually the tool that we are going to be using that hopefully will assist us in making those decisions. You know, it's difficult to make these decisions because they are so subjective. By introducing priority based budgeting we bring in some data that will inform us and maybe diminish the subjectivity of these decisions. The budgetary process is a political process for sure, but the more data you have, the better.

That's my general overview of why we've introduced priority based budgeting. Three or four years ago several commissioners brought this up to Doug and it has taken us this long to get to where we're really ready to use this tool.



As I mentioned here, we have additional—this is the incremental increase in revenues and then every year we issue a General Obligation Bond. This graph is a demonstration of the needs we expect in 2021 for example. On this side is the revenue number above the base and then on this side are all the needs that we have above the base.

This is the Operating Revenue Increment. Like I told you, increases in property tax or because of assessed value improvement or sales tax receipts or transient gas tax, what have you.

Bond proceeds to pay for our Annual Capital Investment, that's our Annual Capital Investment that's debt financed, but on the other side, our Operating needs, are estimated to increase by \$14M which is double the amount of revenue that we have coming in. That's the demonstration I showed you during a Long Range Financial Planning where we have a \$7M delta between the amount of revenue coming in and the expenditures going out. We often through Administration, all of our efforts we—every year manage that through either holding positions open or not doing things. We often come in, and as you know, with the balanced at the end of the year with a number where the revenues and the expenditures are closer aligned to each other than what this is demonstrating. It's kind of an artificial management technique and it doesn't allow for us to really realign resources to areas that are a higher priority. It makes a conscious decision to manage our organization in a new way to make investments.

Here's the CMIP. Again, \$21M, '21 the same, but then we have all these additional costs that are not funded, and they total around \$50M. For example, the Parks Master Plan at \$65M. Basically, the Parks Master Plan is saying that there is \$5M in additional operating needs in order to bring the Parks operations to what they've termed as a benchmark, plus \$40M divided by 10 years in Capital Project investments for those.

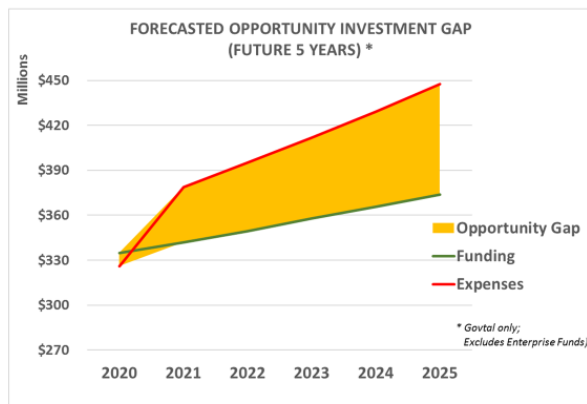
You saw that the Pavement Condition Index is a new assessment that was put together by the Public Works Department. They made that presentation about, I don't know, six months ago and what they determined is that in order to maintain our current Pavement Condition Index, our current condition, we ought to be investing \$20M more per year towards street maintenance. Without doing that, our roads will continue to diminish in their effectiveness, so that's what that \$20M is.

We've determined that although we do invest in the replacement of our vehicles, there are vehicles which we hold and use probably longer than we should or make economic sense and if we had \$2M more per year for vehicle replacement which includes transient buses and other vehicles that are pretty expensive, we would better—we would be more prepared to provide the service and deliver service that our residents expect.

The last thing is our facilities and buildings. We have just recently received a report which we will be sharing with you as part of the budget process, but it did an assessment of the total liability of our existing facilities and it found that we have a significant backlog of deferred maintenance on our facilities. In order to bring our facilities back into standards so that our residents can benefit from their use and feel comfortable that those facilities will be an asset that we can use in the future we need to make an investment of roughly \$8M a year.

These are all kind of the additional needs that we thought of and that doesn't even include all the new innovative programs that you have in mind.

Commissioner Johnson said just a point of clarification, that \$50M, is that an ongoing basis going forward, not just in 2021? I'm assuming that these are things that we need on an ongoing basis; just for the clarity and for our constituency that's watching. **Ms. VonAchen** said yes, absolutely, those are ongoing needs that if—in order to better invest in our organization to provide excellent service to our residents, it makes prudent sense to increase our investment on an annual basis of \$50M per year.



5

Ms. VonAchen said what does that look like going forward? We're calling this the Opportunity Investment Gap because it's an opportunity for us to start reinvesting in our community. Here's where we are now and if we were to start spending that \$50M every year, but without the revenue—but revenue staying the same as we have, then it would look like this and this is that gap.

As you know, money coming in how it works. You know we have money coming in and then we pay for expenses going out. We need to keep the amount coming in equal or greater than the money going out. In order to achieve this opportunity investment, and we're going to get to it here, but we need to either increase our revenue base or reduce the cost that we're currently incurring in our basic expenditure budgets.

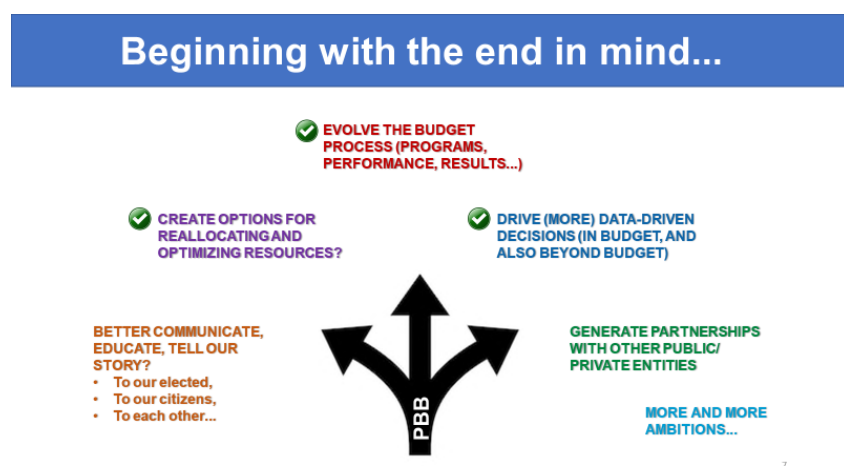


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Just stepping back a moment away from the financial overview, I want to kind of reacquaint you with the PBB process. You know there are over 150 cities across the United States that have implemented priority based budgeting and there are a lot of lessons learned and every city is just

a little bit different about how they implemented it. Many of them found themselves in this position where they have all this data and, you know, what do we do now. One of them is that we—what they’ve learned is that it’s best to have a clear objective from the beginning. Determine what it is that we want to achieve. For example, do we want to use our priority based budgeting to better communicate to residents and educate residents and tell our story about what services we provide and so forth.

Do we just want to use it to balance our budget shortfall or do we want to create options for reallocating and optimizing our resources or do we want to do all those things.



What we thought would be best is to kind of start with the end in mind. These are the areas where as staff we think there is benefit in having priority based budgeting both for telling our story, for creating options for reallocating. Also, in addition evolve our current budget process so that it’s not constantly—Aaron Wildavsky is a famous budgetary scholar and what he talks about is that—he wrote a book called *The Budgeting*, it’s a political process and he’s famous for incrementalism. That’s what we’re kind of doing right now. We’re just taking what we did last year and adding on to it a little bit more, a little more; that’s incrementalism.

Maybe we should try and think about evolving our budget process so that we’re looking at each program and determining whether the program performs well and is it achieving the results that’s intended.

Then, adding data to our budget analysis so that we can make more informed decisions and maybe using the data beyond the budget process to other areas for performance and operations. Lastly, we have a whole pleather of non-profits organizations in Wyandotte who are very engaged

in the community and engaging those people to get feedback from them is a possibility too as part of the PBB process. Of course, you know, we're going to be doing PBB for years and years; this is just the first year.

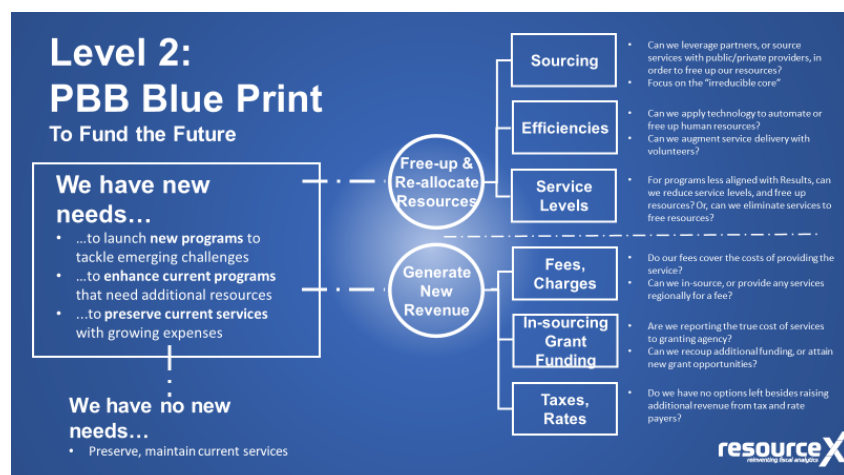


What they did figure out as part of those objectives we kind of came up with four different levels for PBB. Right now, this past year or so, we've been in this first level down here; Data Creation and Communication. Basically, we were creating the fundamental business intelligence of the programs. You know, the names, the descriptions, the costs, what kind of revenue does it collect and then applying program data to make decisions and now we're communicating it with you.

The next level is actually where we want to really focus on this coming year and that's Resource Reallocation and Maximization applying the blueprint which I'm going to talk to you about in the next slide and asking ourselves key policy questions, optimizing the money we have and reallocating it to higher priority areas. Maybe even funding new initiatives, maybe determining what is the future of every program. Those are things that we're going to be doing in the coming year.

I see us doing these other tiers in the future years. That's Fuel Resources Towards Results of Tomorrow which includes really visioning how we want to look into the future and then lastly, Leveraging all of your Community's Resources through our private/public partnerships.

These four levels, they don't necessarily have to be you do one and then you do the next. You can do them all at the same time, but taking a small bite at a time, we thought maybe it would be best to just kind of stick with this one for now and then talk about venturing into these other areas in the future.



Level 2, the key point in Level 2 is the PBB Blue Print. You know how TurboTax they ask you a question and depending on your answer it takes you to this other part and then so forth. That's what this is here. The question is, do we have new needs. I think we can all agree that we do have new needs. We want to launch new programs to tackle emerging challenges, enhance our current programs, and preserve the current service level. If we didn't have any new needs, then we could just stop right here and not do PBB altogether.

We do have new needs as that previous slide shows. We have about \$50M a year in new needs, not including other new initiatives I'm sure all of you have in mind. Given that, there are only two ways to pay for those new needs. Either you increase the revenues which is these three areas—no, sorry. You either decrease the current expenditures or find additional resources through optimization of our operations or you find new revenues. You've got two choices.

On the expenditure side, starting from the top, to free-up resources or reallocate resources, we could actually explore how we're sourcing our current services. Either the UG—the whole government in general is very personnel centric and also we do procure a lot of services. So, can we leverage with other partners for some of these services. Can we enter into private/public partnerships or identify less expensive providers.

Efficiencies is an area that often is thought of that government generally doesn't work very efficiently. It is difficult to steer a very large ship, but with technology as it is now, there are great opportunities for finding efficiencies in our organization. Most of the efficiencies are related to what we've called those governance programs. The programs that we're talking about with you tonight are not governance programs. They're community programs. They are the services that are provided to our residents rather than governance programs which are functions and activities

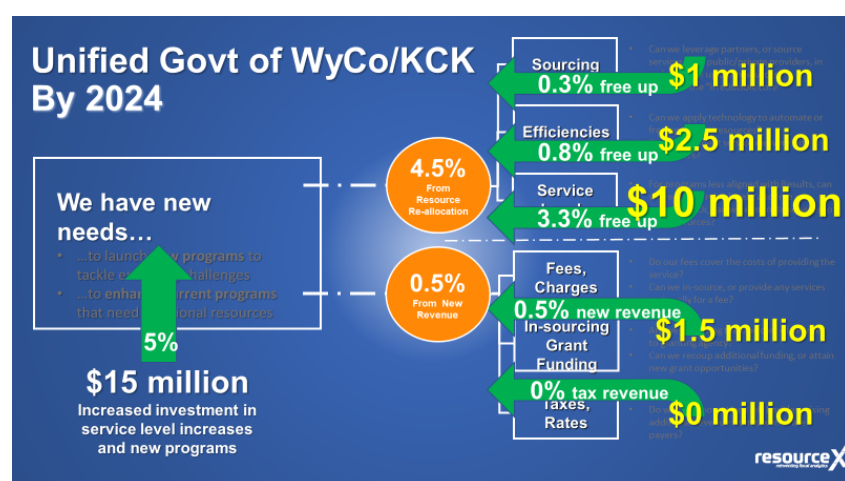
that occur within the government, like administration. We feel there are opportunities for becoming more efficient in our governance programs. That's where those efficiencies comes. I imagine there are some efficiencies that we could achieve also through—in the other community programs as well.

Service Level is the level of delivery of service and is what we're going to have you actually focus on tonight. For the programs that are less aligned with the results or our goals, can we reduce service levels or free-up resources, or can we eliminate services to free-up resources.

Down below here are the revenue side of it. The first one is charging charges for services and fees at a level that recovers the appropriate level of costs. There are many services where we charge residents for the benefit of that service and many of these programs are charging a far lesser amount than it actually costs to provide the service. So, are there opportunities for generating additional revenue by increasing that amount, not expecting 100% recovery, but some lesser amount that makes sense given that service.

The next one has to do with our reporting the true cost of services to our granting agencies, to maximize the amount of grant money we are receiving, and can we recoup additional funding or attain new grant opportunities.

The very last one, which we all hope is the last alternative, is that do we have no options left besides raising additional revenues through tax increases. That's one, of course, we would prefer to avoid.



The animation is just a little different than what I expected here. By the end of all the animation you're going to see what we have here is our expectation of the objectives we hope to achieve

through priority based budgeting as the Unified Government. As I mentioned before, we have \$300M roughly that we're looking at right now, not including the enterprises and we have \$50M in needs. So, \$50M in needs is going to be a lot to achieve and so what we are proposing, or what we have out here, is that we would like to identify \$15M over the next three years. So, \$15M in targeted either additional revenues through fees or through efficiencies or through service level delivery. Right off the bat, we are not and I'm including any kind of increase property tax or sales tax revenue due to increases in the rates of those tax revenues. We will generate additional revenue just because of increased assessed value or because of retail sales activity, but not a change in the rates of those.

Mayor Alvey said just to be clear, are you suggesting \$15M per year or \$15M over a three year period? **Ms. VonAchen** said well by the end of the third year, we hope to find \$15M in reallocated resources. We're giving ourselves three years to get to \$15M. **Mr. Bach** said so, that would be reoccurring. Once you hit that level you've taken \$15M in expenses or some form of change so we recognize that kind of difference a year.

Commissioner Burroughs asked where did that \$15M come from. **Ms. VonAchen** said we just decided 5% of \$300M and we felt that it was something doable. **Commissioner Burroughs** said so that's a bar we've set for ourselves. We could actually accomplish higher than that if we would choose to do so. **Mr. Bach** said we kicked around 10%, we decided to put 5% on the chart tonight and say let's go for that. **Ms. VonAchen** said, and percent would be \$30M. That seems pretty daunting. **Mayor Alvey** said but that would mean more services cut or changed. **Commissioner Burroughs** said I think if we're going to get into this exercise, if we set a bar too high and don't reach it, it could actually discourage us as to what we're doing and have a negative impact. If we could achieve our goal, especially in a first year, see that this does work and we have the buy-in of everyone and we start achieving numbers greatly, we can raise that 5% to whatever we choose to do. **Mr. VonAchen** said that's right. Maybe you will achieve the 5% in a year or two years, not three years, but you know it's our PBB, we can do what we want.

Commissioner Walters said just so I understand, the goal is within three years we will get 5% so we might go up 1.5% in the first year and another 1.5% or 2% the second year, is that right? **Ms. VonAchen** said yes, that's right.

Mayor Alvey said to be clear, I want to pick up that point, the 5% goal is not necessarily a regulator that prevents you from going higher, that if you start the process and you get to 5, it actually might be 6-6.5; we're not saying oh, forget the 5 and then we just stop at that level. The process is to show we're reaching for a goal here and we came up with a number to say what would this do for us. **Mr. Bach** said that's right on. It was let's build a goal and then we took it over here what she has just put out on the side and said okay, let's break that into these big categories of where we see this money coming from in order to reach that \$15M. It's the big goal of 5% and it's not strict. We can go up above. We want to try to hit it and we do it in a reasonable timeframe, so things don't have to happen immediately and some of them, like she has, let's say we do fees or charges; that's \$1.5M. Well, we just went through Park fees last year, that took us a year to go through that process. You move through each one of these, it takes awhile to move through different ones to get them where you want them to be for that output.

Kathleen, I'll just take your slide because I kind of like it. The sourcing, you know, it's where we take getting money from other partners and such like that, that we can come in and offset some of our expenditures by what we get either someone else to do that can do it cheaper, such like that. It's the kind of thing that comes back on staff where we're having to work through some of these different options.

Efficiencies, again, we take that back internal on the staff side. That's kind of our operations of our governance programs. We don't have those on the sheet of how we run Finance and Payroll; how we run those options because those aren't services we're providing to the public. That's saying our goal over these years is to cut \$2.5M out of our expenses that we spend in those areas in order to run our operations.

Then you hit the biggie, and that's the \$10M one to say okay, two-thirds of this goal is really targeted toward the services we're providing and we're throwing this exercise out here tonight to say okay, after we did our data analysis and we looked at the directives of the Commission, what your goals are and how you define those goals, from our staff perspective we're giving you what would rank out as the bottom 100 programs. There are others and we can get into

all 300 plus programs, but I guess what we're trying to identify is, they're not the easiest ones to get to, but they're the ones that don't hit the high marks on getting your goals accomplished. If you look at them tonight and you go through and say, okay, these are areas to target to how we try to get to that \$10M and I think with that, when I turn it to Molly, she is going to take us to the program, so we are ready to work tonight.

The Big Sort - Program Prioritization Activity

- Includes only programs that scored in the lower quartile 3 and 4 priority levels, and
 - not mandated, and
 - earn less than 50% of their costs
- Break into 3 groups to review 1/3rd of these programs
- Reach consensus on how the program should be categorized amongst the three categories and suggest potential future actions



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Molly Saunders, Shockey Consulting, said we are going to do what we call the Big Sort. We are going to go through and grant three groups and each group is going to get one-third of the programs that range in the third and fourth quartile. These are the ones that where (inaudible) with commissioners. We also pulled out programs that are mandated by federal (inaudible.) These programs are also the ones that recover (inaudible.) The total number of programs 300—**Ms. VonAchen** said 320 or something like that. **Ms. Saunders** said so, 320 total programs. We've got 80 tonight that are being divided. Each one will have different sets of programs and we have cards that have the name of the programs, (inaudible) programs like the mandated, what the demand of the community is (inaudible.) Also, (inaudible.) When you get to your group and we're going to number off (inaudible) and you're going to take turns one by one reading about the program, what it cost and then as a group you're going to decide where you (inaudible) programs (inaudible.) Maybe we need to do this (inaudible.)

What we want to do here—this is not a decision-making exercise. I don't want anybody to think (inaudible.) There are \$20M worth of programs so if we just threw away half of them, I would be (inaudible). That is our activity. What we're going to do is break into three groups and

I want the commissioners to number off 1, 2, 3 and then you'll have Melissa, Emerick, Gordon and Alan split up among the groups.

Proj #	Area/Service/Dept	Program Name	Peer Quantity	Peer Score	Cost	Change	Medium	Population Served	Recovery of Cost	Referrals to Other/Providers	Program Description
7239	Urban Planning & Land Use	Long Range Planning	1	84.36	\$ 263,017	5% 14% change	Cable, Ordinance, Contract	Entire community (100%)	No fees/fees/fees	Sole provider, but other grant/loan/profits	Adopted the Comprehensive Zoning Ordinance and the Comprehensive Ordinance. The Comprehensive Ordinance is the basis for all other long range planning activities. Adopted with other long range planning activities in 2008 such as the Comprehensive Zoning Ordinance.
47	Threat	ADA Paratransit	1	80.56	\$ 4,931,473	5% 14% change	Federal or State	Some portion (25%)	Fees 5% 24% of costs	Sole provider, but other grant/loan/profits	Adopted the Comprehensive Zoning Ordinance and the Comprehensive Ordinance. The Comprehensive Ordinance is the basis for all other long range planning activities. Adopted with other long range planning activities in 2008 such as the Comprehensive Zoning Ordinance.
238	Personal Services	Qualification, Occupation, and Rehabilitation (OSAR)	1	79.70	\$ 761,397	No change	Federal or State	Some portion (25%)	No fees/fees/fees	Sole provider, no other grant/loan/profits	Adopted the Comprehensive Zoning Ordinance and the Comprehensive Ordinance. The Comprehensive Ordinance is the basis for all other long range planning activities. Adopted with other long range planning activities in 2008 such as the Comprehensive Zoning Ordinance.
126	Fire Department	Fire Prevention Program	1	77.79	\$ 1,937,830	No change	Cable, Ordinance, Contract	Entire community (100%)	No fees/fees/fees	Sole provider, no other grant/loan/profits	Adopted the Comprehensive Zoning Ordinance and the Comprehensive Ordinance. The Comprehensive Ordinance is the basis for all other long range planning activities. Adopted with other long range planning activities in 2008 such as the Comprehensive Zoning Ordinance.
7118	Urban Planning & Land Use	Current Planning	1	74.07	\$ 796,714	1% 4% change	Federal or State	Some portion (25%)	No fees/fees/fees	Sole provider, no other grant/loan/profits	Adopted the Comprehensive Zoning Ordinance and the Comprehensive Ordinance. The Comprehensive Ordinance is the basis for all other long range planning activities. Adopted with other long range planning activities in 2008 such as the Comprehensive Zoning Ordinance.
85	Economic Development	Economic Development Program	1	73.10	\$ 1,985,961	5% 14% change	Cable, Ordinance, Contract	Substantial portion (75%)	Fees 5% 74% of costs	Sole provider, no other grant/loan/profits	Adopted the Comprehensive Zoning Ordinance and the Comprehensive Ordinance. The Comprehensive Ordinance is the basis for all other long range planning activities. Adopted with other long range planning activities in 2008 such as the Comprehensive Zoning Ordinance.
91	Fire Department	Fire Suppression	1	73.08	\$ 16,912,561	15% 24% change	Federal or State	Entire community (100%)	No fees/fees/fees	Sole provider, no other grant/loan/profits	Adopted the Comprehensive Zoning Ordinance and the Comprehensive Ordinance. The Comprehensive Ordinance is the basis for all other long range planning activities. Adopted with other long range planning activities in 2008 such as the Comprehensive Zoning Ordinance.
175	Economic Development	Land Bank	1	72.22	\$ 479,018	5% 14% change	Cable, Ordinance, Contract	Small portion (10%)	Fees 5% 74% of costs	Sole provider, but other grant/loan/profits	Adopted the Comprehensive Zoning Ordinance and the Comprehensive Ordinance. The Comprehensive Ordinance is the basis for all other long range planning activities. Adopted with other long range planning activities in 2008 such as the Comprehensive Zoning Ordinance.
7240	Parks & Recreation	Parks Maintenance	1	72.22	\$ 1,814,539	15% 24% change	Cable, Ordinance, Contract	Significant portion (50%)	No fees/fees/fees	Sole provider, but other grant/loan/profits	Adopted the Comprehensive Zoning Ordinance and the Comprehensive Ordinance. The Comprehensive Ordinance is the basis for all other long range planning activities. Adopted with other long range planning activities in 2008 such as the Comprehensive Zoning Ordinance.
170	Threat	Flood Route Service	1	71.90	\$ 713,630	1% 4% change	Best practice	Some portion (25%)	Fees 5% 24% of costs	Sole provider, but other grant/loan/profits	Adopted the Comprehensive Zoning Ordinance and the Comprehensive Ordinance. The Comprehensive Ordinance is the basis for all other long range planning activities. Adopted with other long range planning activities in 2008 such as the Comprehensive Zoning Ordinance.
4117	Public Works	Street Repair	1	71.90	\$ 965,513	5% 14% change	Best practice	Some portion (25%)	No fees/fees/fees	Sole provider, but other grant/loan/profits	Adopted the Comprehensive Zoning Ordinance and the Comprehensive Ordinance. The Comprehensive Ordinance is the basis for all other long range planning activities. Adopted with other long range planning activities in 2008 such as the Comprehensive Zoning Ordinance.
4101	Public Works	Maintenance - Flood Pump Station Operations and Maintenance	1	70.57	\$ 3,984,701	5% 14% change	Federal or State	Significant portion (75%)	Fees 75% 100% of costs	Sole provider, but other grant/loan/profits	Adopted the Comprehensive Zoning Ordinance and the Comprehensive Ordinance. The Comprehensive Ordinance is the basis for all other long range planning activities. Adopted with other long range planning activities in 2008 such as the Comprehensive Zoning Ordinance.
4101	Public Works	Maintenance - Building Maintenance, Flood and Storm Pump Station	1	70.57	\$ 983,480	5% 14% change	Federal or State	Small portion (10%)	Fees 75% 100% of costs	Sole provider, but other grant/loan/profits	Adopted the Comprehensive Zoning Ordinance and the Comprehensive Ordinance. The Comprehensive Ordinance is the basis for all other long range planning activities. Adopted with other long range planning activities in 2008 such as the Comprehensive Zoning Ordinance.
4107	Public Works	Environmental - Industrial Pre-treatment Program	1	69.44	\$ 1,112,458	5% 14% change	Federal or State	Substantial portion (75%)	Fees 75% 100% of costs	Sole provider, no other grant/loan/profits	Adopted the Comprehensive Zoning Ordinance and the Comprehensive Ordinance. The Comprehensive Ordinance is the basis for all other long range planning activities. Adopted with other long range planning activities in 2008 such as the Comprehensive Zoning Ordinance.
7240	Threat	Senior Paratransit	1	69.44	\$ 181,701	5% 14% change	Best practice	Some portion (25%)	Fees 5% 24% of costs	Sole provider, but other grant/loan/profits	Adopted the Comprehensive Zoning Ordinance and the Comprehensive Ordinance. The Comprehensive Ordinance is the basis for all other long range planning activities. Adopted with other long range planning activities in 2008 such as the Comprehensive Zoning Ordinance.
246	Fire Department	Fire Support Service Program	1	69.44	\$ 1,856,701	5% 14% change	Cable, Ordinance, Contract	Some portion (25%)	No fees/fees/fees	Sole provider, but other grant/loan/profits	Adopted the Comprehensive Zoning Ordinance and the Comprehensive Ordinance. The Comprehensive Ordinance is the basis for all other long range planning activities. Adopted with other long range planning activities in 2008 such as the Comprehensive Zoning Ordinance.
4106	Public Works	Maintenance - Flood Pump Station Operations and Maintenance	1	69.52	\$ 4,400,405	5% 14% change	Federal or State	Small portion (10%)	Fees 75% 100% of costs	Sole provider, but other grant/loan/profits	Adopted the Comprehensive Zoning Ordinance and the Comprehensive Ordinance. The Comprehensive Ordinance is the basis for all other long range planning activities. Adopted with other long range planning activities in 2008 such as the Comprehensive Zoning Ordinance.
4111	Public Works	Street Sweeping	1	67.93	\$ 871,175	5% 14% change	Cable, Ordinance, Contract	Entire community (100%)	No fees/fees/fees	Sole provider, but other grant/loan/profits	Adopted the Comprehensive Zoning Ordinance and the Comprehensive Ordinance. The Comprehensive Ordinance is the basis for all other long range planning activities. Adopted with other long range planning activities in 2008 such as the Comprehensive Zoning Ordinance.
4101	Public Works	Collection - Inspections	1	66.67	\$ 760,747	15% 24% change	Federal or State	Small portion (10%)	Fees 75% 100% of costs	Sole provider, but other grant/loan/profits	Adopted the Comprehensive Zoning Ordinance and the Comprehensive Ordinance. The Comprehensive Ordinance is the basis for all other long range planning activities. Adopted with other long range planning activities in 2008 such as the Comprehensive Zoning Ordinance.
4104	Public Works	Collection - Sanitary Sewer Maintenance	1	66.67	\$ 7,893,807	15% 24% change	Federal or State	Small portion (10%)	Fees 75% 100% of costs	Sole provider, but other grant/loan/profits	Adopted the Comprehensive Zoning Ordinance and the Comprehensive Ordinance. The Comprehensive Ordinance is the basis for all other long range planning activities. Adopted with other long range planning activities in 2008 such as the Comprehensive Zoning Ordinance.
7146	Parks & Recreation	Community Centers	1	66.67	\$ 1,440,813	5% 14% change	Best practice	Some portion (25%)	Fees 5% 24% of costs	Sole provider, but other grant/loan/profits	Adopted the Comprehensive Zoning Ordinance and the Comprehensive Ordinance. The Comprehensive Ordinance is the basis for all other long range planning activities. Adopted with other long range planning activities in 2008 such as the Comprehensive Zoning Ordinance.
4117	Public Works	Street Preservation/Potholes/Curb Repair	1	66.67	\$ 3,470,840	15% 24% change	Best practice	Entire community (100%)	No fees/fees/fees	Sole provider, but other grant/loan/profits	Adopted the Comprehensive Zoning Ordinance and the Comprehensive Ordinance. The Comprehensive Ordinance is the basis for all other long range planning activities. Adopted with other long range planning activities in 2008 such as the Comprehensive Zoning Ordinance.
118	Police Department	Police Communications	1	66.67	\$ 5,151,296	No change	Best practice	Entire community (100%)	No fees/fees/fees	Sole provider, but other grant/loan/profits	Adopted the Comprehensive Zoning Ordinance and the Comprehensive Ordinance. The Comprehensive Ordinance is the basis for all other long range planning activities. Adopted with other long range planning activities in 2008 such as the Comprehensive Zoning Ordinance.
119	Public Works	SNAP Engineering/Design/Proc Capital	1	66.67	\$ 296,342	15% 24% change	Charter or Regulation	Substantial portion (75%)	No fees/fees/fees	Sole provider, but other grant/loan/profits	Adopted the Comprehensive Zoning Ordinance and the Comprehensive Ordinance. The Comprehensive Ordinance is the basis for all other long range planning activities. Adopted with other long range planning activities in 2008 such as the Comprehensive Zoning Ordinance.

Commissioner Burroughs said you have the sheet in front of us, the projects, could you explain the final peer score was set by the department as the responsibility for offering that service? **Ms. Saunders** said there were multi levels of service (inaudible).

Reginald Lindsey, Budget Director, said there were departments that scored themselves and then there were also peer groups across the organization which consisted of like five people in each group from across the organization. **Commissioner Burroughs** said and they chose to put these items out first. They didn't recommend them, they just scored them, they didn't recommend to eliminate them. **Mr. Lindsey** said it was just a scoring process. There was no recommendation. **Commissioner Burroughs** asked what's the highest score. **Ms. VonAchen** said these scores are a composite because each of those peer groups was assigned to a strategic goal, so we have one for health, one for public safety and then the basic program attributes was all weighed, and they

came up with that composite score. The number one in quartile 1 which is a handout we included in the email, the number 1 was Urban Planning Long Range Planning.

Commissioner Burroughs asked what peer rate did it get. **Ms. VonAchen** said which only cost \$292K. They got a peer final score of 84. **Commissioner Burroughs** said I'm trying to find a mean point here. If we're going to look at the 3rd and 4th quartile and these are the low-hanging fruit of what we want to do, correct? **Ms. VonAchen** said that's right. **Commissioner Burroughs** said if we wanted to cut to the chase, any program that under a 25% quartile could be eliminated—**Ms. VonAchen** said that would be quartile 4. **Mr. Bach** said from strictly a data analysis perspective, that's how you would do it. **Commissioner Burroughs** said yes, so the next question I would have, could you explain the mandate, the column on mandate and the change? I see a 5% to 14% change. Just what does that mean? I want to be fair to the program.

Commissioner Johnson said let me jump on that. Can you explain all the columns? **Ms. Saunders** said let's (inaudible) the spreadsheet with columns. **Ms. VonAchen** said we would be happy to explain it. **Mr. Lindsey** said the demand is basically what we are anticipating the demand will be in the future. If the demand is no change, we mark it no change and then if we're expecting like a 5% to 14% change in the future, we mark it as a 5 to 14% change. **Mayor Alvey** said and those are all increases? **Mr. Bach** said yes. That means if—you know if you look down here, the third one down, Wyandotte Economic Development, we think they're going to keep coming. That's an area that's been growing because based on where it's been, so if we fund that program and we keep funding it, we're probably going to be putting more money into it each year.

Ms. VonAchen said there were also options to demonstrate a decrease in demand but actually I don't think anyone picked (inaudible.)

Mr. Bach said the mandate code and ordinance, that's one Molly already spoke to somewhat where we've taken out the mandate areas where we don't control them. This just shows whether—now these, you're going to see it's our code, our ordinance, our contract, but we control those versus it's not a state or federal—none of these should have the state or federal mandate. We tried to take those off the list or just best practices of operation.

Commissioner Bynum said the peer finals four column, these are ranked from highest scoring to lowest scoring, is that correct? **Ms. VonAchen** said that's right. **Commissioner Bynum** said for the 3rd and 4th quartiles.

Mr. Bach said population served, do you want to explain how that is factored Reggie. **Mr. Lindsey** said basically what that is telling is who served in the population as far as in our community, so if you had 50% of the people served, it got a score for that. If it was less than 25%, it got a score for that. **Ms. VonAchen** said it's actually based on the entire residents. So, if you have transit program for seniors, then it would be the percentage of the population of seniors relative to the entire population. **Commissioner Burroughs** said thank you for that clarification.

Commissioner Bynum asked do all of the columns cost demand mandate population, etc. roll left to the score. **Ms. VonAchen** said they do, and they actually have a lower weight than the strategic goals, the seven strategic goals, which are Public Safety and Health and such, but we provided this information here mainly because it's kind of informative about the program. Then, we have the program description here.

Commissioner McKiernan said you know this is something that we've discussed before. I'm find with this, this is great, we're going to have a good session tonight, but I think we would get more value out of this if something this thick and meaty with such a volume of information in it was presented to us ahead of time with an explanation of the data that we're looking at. If we can come pre-prepared, we can have a more productive meeting once we get here than trying to sit and digest okay what does this column mean, what's the definition of that, how does this work; because we're going to necessarily spend some of our time tonight getting into the mechanics of this which leaves less time for decision-making. I'm just going to suggest that in the future, and I get it, this is a ton of work and your working up until the last minute, but if we can provide this at all in advance, I think it would be very beneficial. **Ms. VonAchen** said we were happy to do that, but we're a little concerned that it might actually cause more confusion. This is just a beginning session and I look forward to having lots of future ones in the future. I understand absolutely Commissioner.

Ms. Saunders said (inaudible), again, we will have staff for questions and be kind of the starting point. Any other questions?

Commissioner Townsend asked will staff have a listing of our priorities if we're going to at some point maybe want to compare what's here, the data, as to whether we want to do 1, 2 or 3 and how they line up against what we said we're trying to do strategically. **Ms. Saunders** asked you mean with the goals. **Commissioner Townsend** said right. **Ms. Saunders** said I can't speak to the future process, but these had a line to the goals. This (inaudible) and after tonight staff will be able to show how we (inaudible.) **Commissioner Townsend** said I'm just saying tonight, will someone have available just the goals? **Ms. VonAchen** said we can put it up on the screen. **Commissioner Townsend** asked are we all going to be here in these groups. **Mr. Bach** said no. We'll get a copy for you, whatever room you're in.

Commissioner Johnson asked did we cover recovery of cost and reliance on government. **Ms. Saunders** said no, (inaudible.) **Ms. VonAchen** said keep in mind it does not include tax revenue. It's just fees and fines or permits or licenses. **Ms. Saunders** said the question of reliance is the UG's only provider or other providers that easily access (inaudible) that are difficult to access.

Ms. Saunders said I think we can number off.

Break out groups – 5:45 p.m. to 6:30 p.m.

Group 1 – Melissa Sieben

Commissioner Philbrook

Commissioner Markley

Commissioner Townsend

Commissioner Bynum

Group 2 - Gordon Criswell

Commissioner Johnson

Commissioner Kane

Commissioner Burroughs

Commissioner Ramirez

Group 3 – Emerick Cross/Alan Howze

Commissioner Walters

Commissioner McKiernan

Mayor Alvey

Ms. Saunders said Group 1 will be staying in here at this table. Group 2 will go to the backroom here and Group 3 will go to the conference room.

De-brief and PBB goals/objectives

- De-brief groups work with the whole group
- Discuss the PBB objectives/goals for 2021-2023

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Ms. Saunders said it all looks like you had great conversations in your groups. I would like to debrief a little bit about what the experience is like, but first I want to go over what did the groups come up with as savings. Let's go with Group 1 first. **Commissioner Bynum** said \$18K. **Ms. Saunders** said Group 2. **Commissioner Kane** said \$98K. **Ms. Saunders** said how about Group 3, what was the final tally? **Commissioner Walters** said \$426K. **Mayor Alvey** said we'll carry the weight here. **Commissioner Kane** said it's a good thing the camera's aren't turned on.

Ms. Saunders said in this exercise we had all of the programs that are ranked 3 and 4, so less aligned with your goals and it looks like we came up with a little less than \$600K in savings. We were talking earlier about finding \$10M in savings in Community Programs, \$15M over 5 years. It was 10 in Service. This is what we came up with on this. Let's talk about what this whole prioritization experience like.

Commissioner Philbrook said of course complicated, but the reason that we only had \$18K savings is because we threw most of ours into a cost-saving pile and decided there are a whole lot of things we could do with those to get OPM, other peoples money, look at the program, have people play well with others, cut down on the silos; things like that. **Ms. Saunders** said I think I saw the word share written on your—**Commissioner Philbrook** said yes, share.

Mayor Alvey said one of the things that occurs to me is when we were going through the programs, looking at them and saying if this were Overland Park, going through the same kind of exercise, and they were looking could we reduce this, well this would be something perhaps we could get not-for-profits to work on, there would be other partners. They have resources. So many of the programs that came forward to us were services for people who simply don't have the means to provide for themselves. I would bet that from what I have seen of the budget process over the years is, especially after the great recession, so much was cut and not restored because the resources weren't there, we're already starting from a lean position. It forces the question, if we—we'll do what we can and it's certainly a good exercise to go through and see if these are the right priorities and we're doing these well, but ultimately, we're in a different position. Twenty percent of our population lives at the poverty line or below. That's not a problem that many communities face.

Commissioner Markley said I think part of the question with those programs that I would pose though, are there non-profits that are better structured and would spend those same dollars and have a better impact because they're already set-up and their purpose is already established to handle that, whatever it is, that specific type of program. I think there are some things that probably are something that are going to end up in our lap because for whatever reason there isn't anybody else providing that service or no one else doing it, so it needs to be done for our populous. I think there are some programs that we're providing this tiny little piece of the pie while non-profits are providing the entire rest of the pie and those non-profits are probably better positioned. We would be better off giving the non-profit half of what we're spending, and they would still have the same impact that we're having because we're spending all this money trying to figure out how to do something that the government is not well-structured to do.

Commissioner Bynum said I would just like to quickly balance that a little bit by saying that if we look at that as a tactic, we want to make sure that we research that first and not just assume that there is a non-profit out there doing A, B or C but that we actually do the work to find out if that's true. **Ms. Saunders** said to find the best one.

Commissioner Burroughs said you could go to a block grant formula, you add all of those social services up and if it totals \$10M over within our budget, you could set-up a 10% block grant and have those not-for-profits that want to provide those services apply for that block grant. Whoever gets the first portion of that \$1M for that year provides those services and if they can't provide them, we'll know from the community input that we get from the them. We pull the next year, they don't get the grant and we found an inefficient organization. It's a good way for us to cut our costs but denying the services. We can't be all things for everybody. If somebody thinks we'll do it and it's not going to cost them anything, the organization, they'll let us do it. If an organization has a chance to get a portion of that revenue from us and provide the service—I would just recommend maybe a block grant fund of money that we can set-aside and even though we cut that from \$3M and cut it down to \$1M. Let them try it. It's not our fault, not that we're insensitive, just a different way of looking at how you provide those services.

Commissioner Walters said we had some categories that kind of made us scratch our heads a little bit. We couldn't imagine why these would be rated threes and fours like basic maintenance, radio upgrades, things that we think that it's pretty irresponsible not to do. There might have been a little bit of a disconnect between what we were reading off the card and what evidently the raters considered those programs to be.

Commissioner Townsend said I would have to second that. In our group maybe it was a definitional or a problem with the definition, but things I might have thought were red when I looked at them with a question mark. Once they were defined there were things that fall certainly within our goals which is why I wanted to have this in front of me and there weren't options for them, for someone else not to do them. Definitions of making sure before we do any cutting or when we're looking at possible efficiencies that we really know by definition what these services are and what other options might be available if any.

Ms. Saunders said clearly defining things and what are the alternatives, specifically that will replace this if we do some other method of providing it.

Commissioner Kane said I've got to agree with Commissioner Walters about the threes and fours and Commissioner McKiernan about I want more than 25 minutes to do this project. We had a good group, lots of discussion, we put a lot on the new commissioner. Give us the information, let us think about it for a day or two and then give us 1.5 hours so we can come back in small groups and then be in the bigger group for a longer period of time and go through what each group was looking at and say why you want to stop Christmas. I think the funny part about that—it's good to know it cost that much money and the committee loves it, but if you're new and you see how much that costs, you're like oh and then of course you want to tell your committee I don't want to do it and he didn't. That's what I mean, I want to be able to share what each group did, have time to think about it and this is going to sound funny coming from me, I wouldn't mind seeing more of this more often if we had the time because staff needs to know what's important to us. Some of it is more important to us or less important to us. Somebody said something about us paying for the walking guards for the schools. In a way, why do we pay for that, and I would like to see more.

Ms. Saunders said all of them, more programs, is that what you mean? **Commissioner Kane** said I want to see some more stuff that we're at and like we saved \$98K, I want to know why they saved \$426K and he said I'm going to like it and that's really going to make me look at it harder. I liked this today. I just wish that we had more time.

Commissioner McKiernan said one thing that I asked a couple of times in our group, some of the cards as I looked at that and I said is this artificially extracted from some larger hole. There were a couple of things we looked at and it's like okay that's probably 50% of somebody's job and our success in saving that money is going to be can we recombine the other services that that person does in some meaningful way. It seemed like a couple of them were artificially extracted from a bigger hole and then it's problematic or potentially problematic.

Commissioner Markley said we had the same thing where there were some sort of maintenance related activities that we were like why do we have this little piece of maintenance over here and

this little piece of maintenance over here and this little pieces of maintenance over here and would we find efficiencies if we treated those as one program.

Commissioner Philbrook said there was also the questions around money coming into that program or that activity. No, the grant money and all that stuff wasn't included in this, well then that doesn't tell us anything. We need to know the whole picture. We need to know where all the monies coming from for this product or whatever we're doing, not just out of the budget in a particular way. We want the whole thing. Is it who we're getting grant money for this, are there several different grants that are key in that, are there several different departments that we're getting money out of. **Commissioner Markley** said yes, and like the Tag Unit, we didn't know—if the Tag Unit is costing us a certain amount, but it's also bringing in a certain amount, it would be useful to know. **Ms. Saunders** said you didn't know what the net was. **Commissioner Markley** said right. **Commissioner Philbrook** said so we sent out—so, the Sheriff goes out and they write these people up and if they don't get a new tag, they'll tow their cars. So, how much money are we making off tags when they have to retag. You know, that's money coming in from an activity we did, so things like that.

Commissioner Burroughs said we had one where we didn't feel we were spending the right amount of money, enough money to make an impact with the program. So, do you stop it, or do you properly fund it and it was really about landscaping. You know, take care of our trees and the flower bushes and stuff like that, but is it enough to make an impact that people take pride in looking at what we've put out there. Do we need to put more in, or do we just need to stop it. These are the decisions we have to make. If we're going to waste \$100K and not have an impact in the community with flowers or trees, which I think are extremely important, but if we're going to do it, then let's do it if it's a priority. If it's not a priority, then I just soon move that money to services or something like that and we'll just be a concrete jungle.

Ms. Saunders said so you didn't have the option of let's put it in and keep doing it plus or stop. I mean that's kind of where you all were. **Someone** was inaudible. **Ms. Saunders** said that's kind of a different bucket like we only want to keep doing this if we can do it to this level and if we can't, then let's not do it at all. **Commissioner Burroughs** said through the savings those programs will percolate to the top; through the savings and efficiencies. If we wanted to add

more money to that and the benefit from that would actually be a brighter community, a community that people enjoy being around that are dressing up our trails. Other issues that come before us and can be a partner with that to show a goodwill by the community that we take pride in what we have here.

Mr. Bach said I think for me there are a couple of things that come and I realize various things come into this as you guys are to it, but one thing as you go through it—you know, as we looked at the rankings and the quartiles and how they come out, there were very few things you looked at and said we shouldn't be doing that and that's a pretty big statement. It's not like, okay, there's \$20M on this sheet—well, because there's always a little bit of that. We're doing a lot of stuff we shouldn't be doing, and I think that kind of demonstrates that your \$550K worth of things and had that been reported out in the group, there might have been seven or eight other people that didn't agree with the four of you or the three of you that were at table too. That's a big statement right there and I realize spending more time working through other issues, but it's not that you looked at this whole list of 80 of our lower quartile programs and said it has no place, the government should not be doing that at all; only a couple of them.

I think your other point about submitting more time to it, we would love to. As the Mayor said when we started, this is a retreat type thing. This is one of those things where you could easily spend 4 or 5 hours just on this and if we pulled the other—you know if we did 320 some cards and pulled them out here, you can spend a day doing this kind of thing.

I had my management team work through a similar exercise on it and these are painful things. They came up with different levels. There are things you know they can cut with it easier because they're looking at it more from just practical side of should we do it or not, not does the community need it type of thing, it's getting into it.

We definitely could bring it back and do a much more involved exercise with all this, but it does evolve. It's not a workshop time between 5 and 7 to get into this. We would have to commit if we're going to dig into this thing and on a Saturday.

Commissioner Burroughs said you know, Doug, I wouldn't be remised to give up my personal time because I truly believe this is important. I don't believe there's a commissioner here that doesn't want to help get us back on fiscal stability. Might I suggest if we want to do a day and

really drill down and get serious about this and expedite this process, our time is valuable and our weekends we're all burden through the week with stuff, but if we wanted to do a weekend, I would make myself available. We've got hotels here in our own community where we could go home in the evenings and work from whatever, you know one in the afternoon until seven at night, have dinner as a group and then hit it the next day and pound it out again and see if we can set a goal for ourselves. I agree with Mike. I really think that exercise was very beneficial but it's just the very beginning. It's not going to get easier. This gives us a starting point but I'm excited to see my friend in his suit over there this evening. I think we all should probably sit down and give more than just 45 minutes to something like this, this is very important.

Commissioner Walters said I agree with everything Tom just said. I think we as commissioners would all be really helped by doing a more in-depth analysis. I do want to say though, the premise of this, as Kathleen suggested at the start, we need to look at this. Look at these efficiencies and consider these revenue issues because there are a lot of things we need to spend money on. I think the analysis would have been exactly the same if our goal had been we need to look at all this stuff because we need to reduce the tax burden on our citizens. It's a different side of the same coin, that's why I think the process is extremely valid and I second doing more of it.

Ms. Saunders asked any further comments. There were none.

Mayor Alvey said thank you for your presentation.

**MAYOR ALVEY ADJOURNED
THE MEETING AT 6:50 p.m.**

dt

Bridgette D. Cobbins
Unified Government Clerk

January 30, 2020

STATE OF KANSAS)
WYANDOTTE COUNTY)) SS
CITY OF KANSAS CITY, KS)

**PLANNING & ZONING AND
REGULAR SESSION
JANUARY 30, 2020**

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in regular session Thursday, January 30, 2020, with eleven members present: Bynum, Commissioner At-Large First District; Burroughs, Commissioner At-Large Second District; Townsend, Commissioner First District; McKiernan, Commissioner Second District; Ramirez, Commissioner Third District; Johnson, Commissioner Fourth District (arrived at 7:04 p.m.); Kane, Commissioner Fifth District; Markley, Commissioner Sixth District; Walters, Commissioner Seventh District; Philbrook, Commissioner Eighth District (arrived at 7:04 p.m.); and Alvey, Mayor/CEO, presiding. The following officials were also in attendance: Gordon Criswell, Melissa Sieben, and Alan Howze, Assistant County Administrators; Ken Moore, Chief Legal Counsel; Bridgette Cobbins, Unified Government Clerk; Robin Richardson, Director of Planning; Byron Toy, Lead Planner; Kim Portillo, Principal Planner; Mike Farley, Planner; Janet Parker, Administrative Assistant; Lynn Melton, Assistant to the Mayor; Misty Brown, Deputy Chief Counsel; Jeff Fisher, Executive Director of Public Works; Dave Reno, Public Works Community Engagement Officer; and Captain Ronald Schumaker, Sergeant-at-Arms.

ROLL CALL: Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Alvey.

INVOCATION was given by Reverend Jared Altic, Wyandotte Christian Church.

Mayor Alvey asked the Clerk if there were any revisions to tonight's agenda. **Bridgette Cobbins, UG Clerk,** said there are no revisions.

Ms. Cobbins read the statement, required by law, governing the Planning and Zoning portion of the meeting.

Ms. Cobbins asked if any member of the Commission wished to disclose any contact with proponents or opponents on any items on the Planning and Zoning Agenda. **Mayor Alvey** asked

do any of the Commissioners have any disclosures to make. **Commissioner McKiernan** said I've had contact with interested parties, for #SP-2019-70. I've had contact with proponents and opponents of #S-2023-3 and #S-2020-4. I've had proponents and opponents of #SP-2019-80 and #SP-2019-81. **Commissioner Bynum** said I have had contact with Change of Zone under A, Change of Zone application Item 2 #3213. **Commissioner Philbrook** said a Change of Zoning #3213 proponents and opponents to that; #SP-2019-108 opponents; #SP-2026 proponents; #SP-2020-10 proponents and MP-2020-1, proponents and opponents.

Ms. Cobbins read the statement, required by law, governing the Planning and Zoning portion of the meeting.

Mayor Alvey said tonight we have two distinct parts to our meeting. The Planning and Zoning portion is handled first followed by the regular commission meeting. I'd ask the Clerk to read the statement, required by state law, governing the Planning and Zoning portion of our meeting, followed by the items on the Planning and Zoning Consent Agenda.

Mayor Alvey asked does any member of the commission, County Administrator or anyone in attendance tonight, wish to set aside any item on the planning and zoning consent agenda. If an item is not set aside, all items on the planning and zoning consent agenda will be voted on by one vote to follow the recommendation of the Planning Commission. If a member of the public would like to step forward to ask for an item to be set aside, please come to the podium, state your name and give us the number of the petition.

Jason Fields, Kansas City, Kansas, said I'd like to request Change of Zone #3213 and Masterplan Amendment #2020-1 be set aside. **Mayor Alvey** said I'm sorry, #3213. **Jason Fields** said and Masterplan Amendment #2020-1. **Richard Palmerin, 639 Simpson**, said I'd like to set aside #S-2020-4, No. 10, special use permit. **Mayor Alvey** asked Special Use Permit. **Rob Richardson, Director of Planning**, said yes, C10. That's Item C10. **Mayor Alvey** said C10, thank you.

Action: **Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve the Planning and Zoning Consent Agenda. Roll call**

was taken on the motion and there were ten “Ayes,” Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

Mayor Alvey said that takes us to set aside item 3213 and is that connected, Rob, with, obviously MP-2020-1. **Mr. Richardson** said yes, you should hear both of those together. **Mayor Alvey** said consider those together, thank you.

PLANNING AND ZONING CONSENT AGENDA

CHANGE OF ZONE APPLICATIONS

ITEM NO. 1 – 201125...#3212 - ANISHA M. EVANS ROARK

Synopsis: Change of Zone from R-1(B) Single District to R-2(B) Two Family District for a duplex at 2815 North 20th Street, submitted by Robin Richardson, Director of Planning. Applicant wishes to reflect the historic use of the primary residence. Structure had traditionally been used as a duplex, and until 1995 had two distinct addresses. The Planning Commission voted 6 to 0 to recommend approval of Change of Zone Application #3212, subject to:

Urban Planning and Land Use Comments:

1. Provide a parking plan that complies with Section 27-457(d) (“One parking space for each dwelling unit shall be provided on the premises”) and Section 27-675(a) (“All parking...areas...shall be graded and surfaced with a permanent bituminous or concrete pavement. The minimum such surface shall be two inches of asphalt over six inches of compacted gravel.... All parking spaces shall be clearly marked.... All off-street parking, loading, and maneuvering areas shall be physically restricted to paved areas through the use of wheel stops or curbing.... Failure to keep such areas in satisfactory condition that is free from holes, clearly delineated, etc. shall constitute a violation of this article”).

Applicant Response: We will have 4 parking spaces with asphalt so that each duplex will have 2 parking spaces each. Due to the stop work order this was delayed but is a part of the plan to restore the property. Please see attached layout of the parking plan.

Staff Response: Parking plan has been received and can be found in the “Attachments” section of the report.

2. Provide a photo of the electrical box, demonstrating that the residence was previous built to have two units.

Applicant Response: Attached is a photo of the electric box for 2 units, electrical permit for 2 units, and BPU application fee for 2 meters that has already been paid. Please see attached copy of permit number 19380-00850 to rewire both units A and B up to code and photo of the old and new electrical service for 2 units. We had a 200 AMP service back in 1997. We have upgraded to a 400 AMP Commercial service in 2019.

Staff Response: The electrical permit and photos of the electric boxes has been received and can be found in the “Attachments” section of the report.

3. Provide evidence of a permit for the conversion to a duplex.

Applicant Response: Evidence of duplex – Please see attached building permit from 2003 for two units after the fire when the exterior repair work was completed to replace the roof, rafters, ceiling joist and plywood. All work has been completed per this permit. A rough...inspection will be completed to verify all work is up to code.

Staff Response: The building permit has been received and can be found in the “Attachments” section of the report. Applicant must have the structure inspected by Unified Government building inspectors before a Certificate of Occupancy can be issued.

4. What was the cause of the fire? Staff is very concerned about re-occupying a questionable conversion.

Applicant Response: The cause of the fire was electrical in the attic. The dwelling was a multi-unit dwelling (duplex) when I purchased it and when it caught on fire. I was not aware that the dwelling was re-zoned to a single-family dwelling and to my knowledge the dwelling was a multi-unit dwelling since it was built. I did not receive any letters or notification that the dwelling was re-zoned. The structure has always been a duplex and has not been converted other than being re-zoned to a single-family dwelling without my knowledge, request, or authorization.

Staff Response: Staff has found evidence that suggests the property was not being used as a duplex as early as 1995, well before Applicant purchased the property. Furthermore, the knowledge or lack thereof regarding the zoning of the property does not take away from the fact that a fire-damaged unit draws safety concerns. To reiterate a previous point, the duplex must undergo a safety inspection from a Unified Government building inspector before occupation of the fire-damaged unit will be allowed.

Public Works Comments: None.

Action: Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve Change of Zone Application #3212, subject to the stipulations. Roll call was taken on the motion and there were ten “Ayes,” Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

ITEM NO. 2 – 201126... CHANGE OF ZONE APPLICATIONS #3213 - NATHANIEL HAGEDORN WITH NORTHPOINT DEVELOPMENT

Synopsis: Change of Zone from R-1 Single Family, RP-M Planned Mobile Home Park, RP-5 Planned Apartment and CP-2 Planned General Business Districts to MP-2 Planned General Industrial District for a logistics park for warehousing, distribution and light manufacturing business at 747 North 69th Street,
and

ITEM NO. 1 – 201127...# MASTER PLAN AMENDMENT - 2020-1 - NATHANIEL HAGEDORN WITH NORTHPOINT

Synopsis: Master Plan Amendment from Low Density Residential and Mixed Use to Industrial at 747 North 69th Street, a preliminary plat is for nine lots and a variance for architectural screening requirements at 747 North 69th Street. This project will include four new industrial buildings comprised of 1,425,397 square feet. The Planning Commission voted 6 to 0 to recommend approval of Master Plan Amendment #MP-2020-1 and Change of Zone Application #3213, subject to:

Fire Department Comments:

1. Provide plans that show the location of proposed fire hydrants per Sec. 507, Sec. D103.1 2012 IFC.
Applicants Response: Fire hydrant locations will be provided with final development plans.
2. Provide dimensioned side plans that indicated paving widths, approach/ departure angles of pavement, speed controls (i.e. speed bumps or crossing tables) and turn radii for review.
Applicants Response: Final development plans will include detailed and dimensioned site plans.
3. If the building heights are over 30' aerial truck access is required per Sec. D105, 2012 IFC for each building. Aerial fire lane to be 26' min. width, curb face to curb face, with 15" to 30" of the façade of the building parallel to the longest dimension.
Applicants Response: A meeting with the KCK Fire Department is being coordinated to discuss the implications of this requirement to the proposed truck dock areas. All fire department requirements will be addressed prior to the submittal of final development plans.
4. Provide a truck turning exhibit for each building based on the following data:
 - a. Length 40'
 - b. Wheelbase 272.5 in.
 - c. Front overhang 131.3 in.
 - d. Width 84 in.
 - e. Inside turn radius 26 ft.
 - f. Wall to wall radius 48.5 ft.
 - g. Curb to Curb radius 42 ft.*Applicants Response:* A truck turning exhibit specific to the above data will be provided prior to the submittal of final development plans. Turning movements for a WB-67 truck and trailer can be found on the Preliminary Site Plan at critical intersections.
5. Provide (2) code compliant emergency vehicle access points per Sec. D104, Sec. D105, 2012 IFC for the overall site and each bldg.
Applicants Response: Understood
6. Contact Harvey Fields, Fire Inspector/ Plans Examiner, at 913 573-5947 for any questions.

Urban Planning and Land Use Comments:

General Planning:

1. Review and respond to the attached comments from Conservation District.

Applicants Response: While an abbreviated erosion control sheet appears in the original submission plans, a final set of erosion control and grading plans is currently being developed. We anticipate submitting this set of plans to the Unified Government, KDHE, and the Wyandotte County Conservation District before the end of January 2020.

2. Review the attached comments from GeoSpatial Services Department.

3. Provide dimensions on the site plan.

Applicants response: Building dimensions, distances from buildings to property lines, and distances from proposed retaining walls to property lines have been added to the site plan.

4. Utility easements shall be provided along each side of lots to form a continuous right-of-way. All easements shall be at least ten feet wide. The required ten-foot width may be provided through five-foot easements on either side of lot or parcel lines when which lines do not form, in whole or in part, the outside boundaries of the plat.

Applicants response: A ten-foot utility easement has been provided around the outside boundary of the plat, excluding previously developed Lots 1 and 2.

Staff Comment: Utility easements are required for all lots included in the replat.

5. Utility easements shall connect with easements established in adjoining properties.

Applicants response: Understood.

6. Per Sec. 27-317 Electrical power, telephone service, and cable television (if applicable) shall be provided by underground wiring for all new wiring provided.

Applicants response: Understood.

7. Submit a design criteria manual for the overall development, as there could be expansions or additions in the future. The design criteria should include guidelines for high quality architecture, building materials, colors, signage and lighting.

Applicants response: Refer to the Turner Logistics Center Design Criteria Manual that was submitted with this document.

Staff Comment: The document referenced in the response is not a complete design criteria manual with specific guidelines. Rather, what has been submitted is a paragraph giving a generalized overview of building architecture. A full Design Criteria Manual must be submitted with Final Development Plan. Staff can provide the applicant with a sample of a complete Design Criteria Manual if needed.

8. The City-Wide Master Plan states the following regarding the designation of Industrial, "Allows industries featuring industrial processing, manufacturing, heavy truck traffic, excessive noise, potentially noxious uses and outdoor storage. These uses are the least compatible with residential development and should be encouraged to locate where such uses already occur." This project is proposed immediately adjacent to residential subdivision on the east and west sides. There is currently no industrial zoning. Although this does provide adequate access to transportation routes, it has significant potential to come in conflict with the existing residential uses.

Please provide an enhanced screening plan more in line with that done for Plaza at The Speedway along its north property lines. Adjacent residences should be completely screened from view.

Applicants response: A proposed architectural screening wall has been added to the north of Building 1 along with additional landscaping. Refer to BZA Petition #2365 for he requested

variance to include additional landscaping and berms in lieu of architectural screening in other areas.

Staff Response: The Board of Zoning Appeals proposal is inadequate. Provide plans per the original comment with Final Plan.

9. The proposed layout includes a street connection between College Parkway/ Turner Diagonal and 65th Street. 65th Street provides access for existing residential uses. This could cause disruption for the existing uses. What is the percentage of traffic entering and exiting the property from/to 65th street? What percentage would be truck traffic and what percentage would be employee/ passenger car traffic? Provide dimensions of street width.

Applicants response: Recent site layout changes have removed the development's connection to 65th Street. Street width dimensions can be found on Sheet C600- Preliminary Public Road Improvements Plan and Profile.

10. Sec. 27-469(e) states that uses off-street parking be provided a ratio of one space for each 500 square feet of building floor area. For buildings larger than 20,000 square feet, only one space for each 1,000 square feet needs to be provided for increments between 20,000 and 50,000 square feet. For buildings larger than 50,000 square feet, the parking required for increments over 50,000 square feet will be determined by the director of planning. With final determination from the Board of Commissioners based on recommendation by Planning Commission. This application contains a combined building floor area of all 4 buildings of 1,425,397 square feet. 901 car parking spaces have been provided, which represents a ratio of 1 space per 1,582 sf of floor area. In addition, 608 truck parking spaces have been provided for trailers.

Applicants response: The revised site layout now includes 1,515,715 square feet of building area and provides 916 car parking spaces which represents a ratio of 1 space per 1,655 sf of floor area.

11. Downspouts shall be internalized.

Applicants response: Further discussion with UG Planning may be required.

12. As this will be a major employment center, has there been any communication with KCATA to coordinate location of a bus shelter?

Applicants response: There has not been any communication with KCATA up to this point. KCATA will be contacted prior to final design and at a time when employers are identified.

Staff Response: Final Plan must include transit connection.

13. How wide is the proposed sidewalk along Tauromee Avenue? Sidewalk should be a minimum 10 feet as this will be a main entryway and arterial into the development.

Applicants response: Recent site layout changes have removed the public road connection to 65th Street. If added, the 10' trail/sidewalk would terminate at the cul-de-sac. If it is determined that the 10' sidewalk is still required, final development plans will be updated to reflect this.

Staff Comment: A sidewalk is still necessary for internal pedestrian circulation.

Landscaping and Screening:

1. Sec. 27-469(g) states that a reasonable amount of landscaping is required on all projects with emphasis being placed on screening or otherwise softening the visual impact of unsightly areas. Trees are required to be provided at not less than one per 10,000 square feet of site area. Six-foot-high architectural screening in combination with a buffer area is to be provided alongside and rear property lines common to or across an alley from residentially zoned property.

Applicants response: See BZA Petition #2365.

Staff Comment: The Board of Zoning Appeals proposal is inadequate. Provide plans in accordance with Comment 8.

2. Trash enclosures must be completely enclosed by an architectural screen to a height not less than the height of the bin or container. No trash enclosures may be located in required yards adjacent to street right-of-way.

Applicants response: Each building will have at least one trash compactor pending the tenant's requirements. The Trash compactors will be loaded internally and will not have outside access.

3. Mechanical equipment or other utility hardware whether on the ground or on a building shall be screened from public view. Such screening shall be harmonious with building design and materials.

Applicants response: Understood, all mechanical equipment will be screened from public view with either landscape or architectural screening.

4. Any lighting used to illuminate an off-street parking area, sign or other structure shall be arranged to deflect light away from any adjoining residentially zoned property or from public streets. Direct or sky-reflected glare, from floodlights or commercial operations, shall not be directed into any adjoining property. The source of lights shall be hooded or controlled. Bare incandescent lights bulbs shall not be permitted in view of adjacent property or public right-of-way. Any light or combination of lights that cast light on adjacent residentially zoned property shall not exceed one-foot candle as measured from said property line. All lighting on the property, both on the buildings and in parking lots shall have 90-degree cutoff fixtures.

Applicants response: Understood, this will be incorporated into the final lighting plan.

5. All parking lot islands shall be curbed and landscaped. Painted, hatched islands are not permitted. For the parking lots to be used by passenger cars that have a paved area wider than a double-loaded aisle and more than 20,000 square feet in area, provide one shade tree for each 20 parking spaces on the interior of the parking lot. Interior tree plantings are in addition to other landscaping requirements. For design comparison, review parking islands at Amazon Fulfillment Center, located at 6925 Riverview Avenue.

Applicants response: Plans have been revised to include at least one shade tree per 20 parking spaces.

6. All landscaping shall be irrigated.

Applicants response: Understood.

Signage:

Signage must comply with Sec.27-720 through 27-740.

Applicants response: Understood.

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. When the proposed development is finalized, the applicant shall submit a revised preliminary development plan and revised preliminary and final plat for review by UG staff and to be approved by the Planning Commission.

- b. Similar as above comment, a revised Traffic Impact Study for the finalized proposed development shall be submitted to UG staff for review and approval. Further discussion with staff is required.
 - c. Continue to coordinate with UG regarding the timing, design, and construction relationships between the development project and public improvements on Turner diagonal / College Parkway i.e. the Diverging Diamond Interchange. Further discussion with staff is required.
 - d. Retaining wall plans, details and calculations shall be submitted for UG review and approval. Retaining walls greater than 3'-6" in height shall be designed by a State of Kansas Professional Engineer. Construction permit acquisition shall not be allowed prior to UG approval. Please review and comply with the on-line retaining wall checklist. These requirement(s) are for all types of retaining walls, including modular block or pre-manufactured walls, and reinforced concrete walls.
 - e. Please note that if pedestrian guardrail/handrails will be installed with the walls, it shall be designed in accordance with UG criteria, i.e., 50 pound per lineal foot uniform loading and 200-pound concentrated load. Provide calculations to include the guardrail/handrail loading and provide details that include the guardrail post and embedment in the wall.
 - f. For future reference, this project includes public sanitary sewer improvements. The public sanitary 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 sanitary sewer improvement plans shall include erosion control. This set of plans is required for final development plans.
 - g. All public sanitary sewer 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). (Check UG standards, checklists and criteria).
 - h. With final development plans, provide hydrology data table for the 10 and 100-year storm events. Provide all data as necessary for review including but not limited to pipe size, pipe material, flows, capacity, velocity, slope, rim elevation, HGL, EGL, etc.
 - i. Construction plans shall be reviewed and approved prior to UG final approval and construction permit acquisition.
 - j. 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.
 - k. 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:
 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.

Rob Richardson, Director of Planning, said this item comes to you recommended for approval from the Planning Commission. This is for the Turner Logistics Park. Of note, there are some

residential areas around here, around this proposal, and the recommendation comes to you recommending a berm and screening such that the residential uses wouldn't be able to see the industrial uses adjacent to them. There was one person in opposition at the Planning Commission meeting. He's here this evening and I believe the applicant is here ready to give a presentation if you'd like. **Mayor Alvey** said yes, thank you.

Brent Miles, North Point Development, said I will make this a little abbreviated. I think people probably generally understand the context here. This is the Turner Logistics Center. This has been in the making for about three years as we've continued to apply as a partnership with Casey, K TA and KDOT for funding for the new interchange. That funding was approved. In my opinion, a major factor in that funding was participation financially from our organization, participation from the Unified Government and a taxing stream to pay the Unified Government's portion of the new interchange.

We have a development agreement that's been approved and in place with you all. We did not do zoning simultaneously. This got brought up at the Planning Commission; well, if you've been planning it so long, why didn't you do zoning? We have been in the process. I think we've acquired to date about 30 total properties. We have another 12 or so out under contract, and maybe another 5 or so in negotiations. We've had kind of a mass flood of people coming to us saying, I'd like you to buy my house, I'd like you to buy my lot, I'd like you to buy my land.

We made a decision at a cutoff that we needed to start our first buildings; therefore, we needed to start the start on the rezoning. We made a rezoning application for what we had under control at that time, which is a pretty big bulk land wise of the project.

Many of you know, I call it for lack of a better term, "the spaghetti will be taken out." That is the Turner Diagonal College Parkway interchange now. Obviously, construction, groundbreaking tomorrow on the new interchange, which will provide access to these properties that we've been purchasing that had not been able to be accessed before because of the configuration and engineering, for lack of a better term, again, of the spaghetti bowl.

Many of you know the Amazon project was the preempted to this whole thing; the Riverview interchange and intersection that happened and then funding application and grant for the interchange itself on I-70.

Then here is the overlay of the east side of the project. We did not come through zoning yet on the west side of the project primarily because we didn't want to have to go through the process and have you go through this several times. We wanted to come in with one application on the west. Again, just because we've seen so many people agreed to terms over the last 60 to 90 days. We focused on the east. That's the first phase of our project to build our buildings on the east. As Rob said, as the applicant will say, or as the resident will say, we are obviously adjacent to residential properties. We've been buying a big multitude of those residential properties. I think, as Rob also said, we are required to put berm and screening in place, which we've agreed to, to do.

Again, this is a light industrial project. Many of you are familiar with the projects that we've done in the past in the community. We've done the redevelopment of the Public Levee down in Fairfax. This building will look very, very similar. If you look at that building and you look at the uses inside, we have everything from a Wells Fargo vault, essentially, on one end, to an electrical supply company on the other. We have GM tires, so we have about five tenants in that building. We don't really have any outdoor storage. We don't have a ton of truck traffic. If you've been down to the Fairfax District, we're not the generator of truck traffic by any means, and think architecturally, we've done really well. For those of you who are familiar with that project, that would be a very similar size in scale to what you see for these buildings here.

We're excited. We're hopeful that this rezoning gets done tonight and obviously get started on the project and start construction.

Just for way of background. We would look to complete our first building still this calendar year, which is in line with the development agreement that we have. We're so bullish on this part that we are probably going to start two buildings at the same time on this east side just because of the momentum that we have right now in the market and the access and labor max line that comes down College Parkway and rapid transit, the amenities along State Avenue, and our connection with the community college. We're just super excited to get this project. It's been a long time in the making.

I jokingly say almost congratulations. We're almost to the starting line. I think it's going to be a really big success that people can be proud of. Mayor, I'll answer any questions. Commissioners, answer any questions that you may have. If the person would like to bring points up, I'd be happy to come back up to the podium at your discretion.

Mayor Alvey asked is there anyone present, I'll open the public hearing, who would like to speak in favor of #3213 or #MP-2020-1.

Mayor Alvey said okay, seeing none, is there anyone present in opposition who would like to speak on this item? Please come forward and state your comments and restate your name and address, please.

Jason Faust, 829 N. 69th St., said I am the person referred to previously as the one who will be speaking in opposition. I thank Mr. Miles for his comments. There were a few items of correction. First, the City Planning Commission Board of Zoning appeals application for a berm and screening was denied and so they were ordered to, or required to return to the Planning and Zoning Department to revise that plan for additional screening to meet or exceed the ordinances as required and as preceded by their development at the Amazon location directly south of this proposed location.

That being said, the two points of opposition that we have in regard to this is, there have been a few items that Mr. Miles presented that are newer in the last three weeks than that was presented at the City Planning Commission. In addition to the screening element, the number of properties that have either been purchased, contracted, or in negotiation has increased slightly, but until all the residential properties in that area have been acquired and zone changed away from R-1, RP-5 or RM, they will still have the incompatibility issue with a MP-2 zoning district.

At the City Planning Commission, the applicant did not successfully or satisfactorily, explain why they were asking for MP-2 zoning instead of MP-1 zoning as exemplified by the Amazon location directly to the south. Apart from the Amazon location, there is no industrial zoned area anywhere nearby this property. This is a total proposition of speculative investment and construction, that while they have placed a very rosy description upon it and are leaning on a lot of positive possible outcomes, there are no assurances or guarantees that any of those outcomes will take place. Thus, the master plan amendment changing the area from a designated residential low-density use, which has stood for decades

They have not met the satisfactory burdened listed in 27-211 of the 12 items that are required to be considered. They did not present the proof, to my knowledge, or in any of the planners' staff

reports that they have met enough of those conditions to warrant a master plan amendment change of to such a degree of to industrial use.

The same argument would be made towards the change of zone, as it is a very significant impact on the neighborhood. The only saving grace for them is that they're purchasing all the residential neighborhood around them. That's not really a warranted argument for justifying the change of zone without fully Satisfactorily explaining quite a lot more detail, especially, there's a distinct difference between MP-1 and MP-2 and why do they want MP-2.

Mayor Alvey asked is there anyone else present who would like to speak in opposition. Seeing none, I will close the public hearing.

Mayor Alvey asked, Rob, would you want to address some of the concerns that were raised by the opponent?

Mr. Richardson said0 I think that the point he's making about in compatibility is addressed by the fact that we're saying, you have to screen this from the residential. We have precedent from the governing body of saying that that is an acceptable way to make those uses compatible, to make it so you can't see them. So, that's what we've done. I think that really addresses the compatibility issue. If they were to acquire all the residential, then they could do a normal screen between whatever the user are adjacent, following the acquisition of the residential. That might include—they might have to come back and do some more area here, because all the properties that Brent talked about being in negotiation are not included in this application so they will have to come back at some future point if they acquire more property and work on that part of their plan, and the zoning and the master plan all that again.

The master plan is a policy level document and so, I think if—you know this is a very large area. It's not like you're taking a quarter acre lot and zoning it industrial in the middle of a subdivision. This is a very, very large area adjacent to an interstate highway where we're making interstate improvements to accommodate more industrial traffic. We are taking all of the measures necessary to protect the adjacent residential properties from whatever nuisance might be created by having an industrial park next to you.

I think that they have met the burden of—and if you have the staff report, we have gone through all the factors to be considered related to the master plan and the zoning and found that they meet those. The Planning Commission agreed with the staff’s recommendation on that, and it comes to you recommend for approval.

Mr. Mayor, when you do move forward for action on this, I think we should take the master plan first and then the change of zone.

Mayor Alvey asked does the petitioner have any additional comments, any questions or concerns. **Commissioner Philbrook** said I've been involved with this activity since almost, now 2014, when we all started talking about expanding into other areas because we were running out of light industry and that sort of thing and started working on this interchange. This isn't something that has just come up recently. This has been a long-term working thing. When we finally got the monies from the federal government, and then the state government, that allowed us to move into this intersection change, and that is what's allowing us to do all this work. I want to thank everybody that has been working very hard on this because this has been very complicated from the federal, state to us, and so I want to thank everybody that's been working on this, thank you.

Mayor Alvey said alright, seeing that there are no more comments or questions from the commission, I'd entertain a motion.

Action: **Commissioner Philbrook made a motion, seconded by Commissioner Johnson to approve.**

Ken Moore, Chief Legal Counsel, said Just for clarification, is this just a vote? **Mayor Alvey** said yes, I'm sorry. Thank you. **Mr. Moore** asked is this one E2. **Mayor Alvey** said 3213 first. **Mr. Moore** said E1, I'm sorry. **Mr. Moore** said do the master plan first, okay, thank you.

Action: **Commissioner Philbrook made a motion, seconded by Commissioner Johnson, to approve Master Plan Amendment #MP-2020-1, subject to the stipulations.** Roll call was taken on the motion and there were ten “Ayes,”

Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

Action: Commissioner Philbrook made a motion, seconded by Commissioner Johnson, to approve Change of Zone Application #3213, subject to the stipulations. Roll call was taken on the motion and there were ten “Ayes,” Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

SPECIAL USE PERMIT APPLICATIONS

ITEM NO. 1 – 201128... SPECIAL USE PERMIT APPLICATION #SP-2019-70 - RONALD GROTENHUIS WITH HICKORY UNION MOTO

Synopsis: Special use permit for a community motorcycle garage for do-it-yourself repair and storage of your own motorcycle at 10 South James Street, submitted by Robin Richardson, Director of Planning, this would allow motorcycle enthusiasts to store and repair their own motorcycle at 10 South James Street. The Planning Commission voted 6 to 0 to recommend approval of Special Use Permit Application #SP-2019-70, subject to:

Urban Planning and Land Use Comments:

1. The variances referenced on the site plan: parking and tree reductions will require a formal variance application submittal and subsequent approval by the Board of Zoning Appeals. It appears there is plenty of room to accommodate parking and trees on site, if the existing grass and concrete paving is utilized off James Street and Central Avenue.
Applicant Response: We must have misunderstood the process somewhat. We thought this was the submittal to ask for variances. Concerning trees, seven trees might fit, but they would be spaced tighter than normally advised by a landscape professional. If the purpose of the trees and/or shrubs is to screen our parking lot, this would be difficult to do even with an unlimited number of trees since our curb cut at James Street is 75’ wide. As a point of context, directly across the street is about a quarter mile length of truck parking behind a chain link fence with no trees. We have shown five trees in such a location that they would provide shade to our parking lot and therefore help to reduce the heat island effect which is a best practice for sustainable projects. Concerning parking spaces required, we have shown the number of spaces that is reasonable with the paving we have in front of the building. We could possibly add some spaces in front of the garage doors, but this would be impractical, and they would never be used. The lot behind our building is not a good place for parking because it is secured by a fence and locked gate and not intended for the public. If parking were behind the building, and our entrance at the opposite side, it would require walking all the way around the block to get to the front door. Can the number of parking spaces be legally non-conforming and grandfathered to the plan?

Staff Response: While not desired by the applicant, additional parking can be added to the rear of the property, behind the fence and locked gate. The previous use at this property was metal fabrication, which is an industrial use. The repair garage is a commercial use, which requires commercial parking standards, therefore the existing parking spaces cannot be legally, non-conforming.

2. You may need to enter into parking agreements with adjacent property owners to secure more parking if there is not enough on-site. These agreements must be signed and recorded with the Register of Deeds and submitted to staff so the Planning Commission may approve the parking agreement.

Applicant Response: We can do that if necessary.

3. A standard parking stall dimension shall not be less than 9 feet by 18 feet. The parking stalls shown on the site plan are 8.5 feet by 18 feet. Please revise and resubmit the site plan to show the required parking on site.

Applicant Response: The plans have been revised and those revisions are attached.

4. The application states this is a community, do-it-yourself motorcycle repair shop. Please provide a detail narrative of how this business will operate.

Applicant Response: we have the tools, the space, and the knowledge to help people fix their own motorcycle, anything from simple changes to full custom projects. We are here to take the fear of mechanics and motorcycle culture away so that people can enjoy working on bikes. Think about it like a gym membership for your motorcycle. We are open Tuesday through Friday from 6:00 PM to 10:00 PM, Saturday 10:00 AM to 10:00PM and Sunday 10:00 AM to 6:00 PM. We are closed on Mondays. Membership starts at \$30 per month and with this membership you have unlimited use of the space and our tools to work on your own bike during business hours. Because it is a “community” garage, there are usually other like-minded individuals here to motivate you and lend a helping hand. Everything is first come, first serve. We do not reserve or lease space. The \$30 membership is daily use, with no overnight stays. We also offer longer term membership of \$130 per month and with that you can leave your project bike here, sometimes on a lift, and store your parts in a personalized bin in our members storage area. We also offer storage only if that is what you would like it to do. That is \$60 per month. Access to your bike is only during business hours, but you can come and go as you please during that time. We have a security system and cameras which monitor the premises with keys to the building are the owners.

5. Please provide a detailed floor plan.

Applicant Response: A floor plan is provided and attached.

6. What are the proposed days and hours of operation?

Applicant Response: We are open Tuesday through Friday from 6:00 PM to 10:00 PM, Saturday 10:00 AM to 10:00PM and Sunday 10:00 AM to 6:00 PM. We are closed on Mondays and most holidays.

7. How many people can use a stall to repair their motorcycle? Additionally, how many people can come and visit, view or hang out while people are swapping ideas, parts and/or repairing their motorcycles?

Applicant Response: We do not really have stalls or labeled individual space. We have motorcycle lifts which some use or some do not. In our experience, it is frequently a single individual or pair of individuals work on one motorcycle. At times other join in or observe for short periods of time. During our busiest times over the last four years of operation, there has been, at the most, not more than 10 – 20 people at the shop at any one time total on a typical day.

8. Do you host events that are part of the shop or associated with motorcycle groups?
Applicant Response: Yes, we routinely host charity benefits for groups and/or individuals like the Distinguished Gentleman's Ride for prostate cancer awareness. Yearly we host a motorcycle show called Vintage Iron and we occasionally host a First Friday Open House nights to promote our shop. We have hosted a few riders group meetings and at times had general classes on how to repair specific aspects of motorcycles. In the future, we would like to have more how-to classes on motorcycle maintenance and repair.
9. The KCKFD may have additional comments pertaining to the ongoing operation at this location. Their comments may be separate from this staff report.
Applicant Response: When will we receive their comments?
Staff Response: KCKFD did not provide additional comments.
10. How many people will be accommodated for events with live entertainment and/or alcohol.
Applicant Response: That depends on the event. This is not the primary use of our shop. However, we have had approximately 80 – 100 people attend events in the past.
11. Please provide a security plan for live entertainment events. A card ID scanner will be required.
Applicant Response: For special events with entertainment and/or alcohol, we have submitted an event plan for the premises to the county and the State in the past. Our typical application plan is attached. We do not have a problem with the idea of using an ID card scanner, however, can you clarify the type of scanner that is required and give us an example of other event or venue that is required to use them?
Staff Response: With further conversations with the applicant, they are not going to have more than four temporary events, annually, which would necessitate the specific special use permit for live entertainment/alcohol and keeping an ID card scanner on the property. 7th Street Event Center located at 735 Minnesota Avenue is required to have an ID scanner for their events.

Public Works Comments: None.

Staff Conclusion:

Staff has discussed at length with the applicant about consumption of alcohol on the premises. They will not provide and/or supply alcohol to members. The main issue is not the do-it-yourself repair garage where members can come and work on the bikes, but the temporary events with alcohol that have occurred in the past, where there is not enough parking to accommodate all visitors to the site. Additionally, the applicant stated that they will continue to apply for the four temporary events annually with Business Licensing, which will not require a special use permit for live entertainment, but no more.

Subject to approval, staff stipulates the following:

1. Special use permit shall be approved for two years.
2. Hours of operation shall be Tuesday through Friday from 6:00 PM to 10:00 PM, Saturday 10:00 AM to 10:00PM and Sunday 10:00 AM to 6:00 PM. They are closed on Mondays and most holidays.
3. No more than four events per year via Business Licensing are permitted without a revised special use permit for live entertainment/temporary events and an updated variance for deviation of additional parking or a final plan review approved by the City Planning Commission for a filed and recorded parking agreement that complies with the parking requirements for live entertainment and alcohol consumption.

4. If issues arise with adjacent property owners and are brought to staff's attention during the term, this special use permit can be submitted to the Unified Government of Board of Commissioners for revocation.

Action: Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve Special Use Permit Application #SP-2019-70 for two years, subject to the stipulations. Roll call was taken on the motion and there were ten "Ayes," Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

ITEM NO. 2 – 201133... SPECIAL USE PERMIT APPLICATION #SP-2019-98 - FARKHOD A. SAIDOV WITH FRANK MOTORS, INC.

Synopsis: Special Use Permit for automobile sales and auto repair at 402 and 406 Osage Avenue, submitted by Robin Richardson, Director of Planning. The applicant would like to operate a used car dealership in one tenant space of a multi-tenant building at 402 Osage Avenue, and an automotive repair business, with no salvage operations, in a second tenant space of the same multi-tenant building at 426 Osage Avenue. The Planning Commission voted 7 to 0 to recommend approval of Special Use Permit Application #SP-2019-98, subject to:

Urban Planning and Land Use Comments:

General Planning:

1. Review and respond to the attached Conservation District Comments.
2. The site plan states that this tenant space in the building is 2,000 square feet, however the density calculations chart provided with the application lists the tenant space square feet as 1,200. Which number is correct? If necessary, update the site plan to reflect the accurate number.
3. Staff is unable to make a determination on the amount of parking required although preliminary there are shortage issues. In order to make this determination, the square feet of the portion of the building being used as salvage must be known along with the accurate square feet of the portion of the building being used for auto sales.
 - a. The salvage operation portion of the building will fall under the M-3 District regulations for parking; 1 space per 500 square feet of building area. Based on 3000 square feet tenant space, 6 employee/ customer parking spaces are required for the salvage operation. The site plan only shows 3 parking spaces provided for the salvage operation. In addition,
 - b. The auto sales will fall under the C-3 District regulations for parking; 4 spaces per 1000 square feet of building area. The amount of parking cannot be determined as the numbers shown are incorrect (see comment 1).
4. The application submitted states the following "The applicant is not seeking to keep automobiles on premises for a prolonged period of time, all autos will be operational. Applicant

will only have autos on site that there are parking spaces for.” In another spot on the application it states that “406 Osage will be used for auto body repair and salvage vehicles.” Provide a business plan that clarifies the nature of the business. Is this going to be a salvage yard or a mechanic operation?

5. The northern portion of the lot is zoned M-2 General Industrial District, which does not allow salvage operation.
6. The site plan only appears to indicate the used auto sales portion at 402 Osage Avenue. Where will the salvage vehicles be stored? Provide further information and details on the site plan to include 426 Osage Avenue and the salvage operation.
7. Will the used car sales and the salvage operate as a single business, or are there two separate business entities involved?
8. Provide photos showing the present condition of both 402 and 426 Osage, as well as parking areas, landscaping, or other areas where business activity will occur.

Building Architecture

1. In the previous special use permit approvals for 402 Osage Avenue, it was required that the property owner make improvements to the building façade; to include:
 - a. Fresh paint, as well as a wainscot around the applicant’s portion of the building.
 - b. Conducting any necessary repair of the façade.
 - c. Adding new doors or windows if existing features are in disrepair.
 - d. Painting and any other cosmetic work that needs to be done.

It does not appear that these improvements have been completed. Submit photographic proof of such improvements if completed.

2. The above-mentioned building improvements would also apply to 426 Osage Avenue with this application.
3. The building must have legitimate signage and addressing. It appears that the address is painted on the side of the building. This must be improved.

Landscaping and Screening

1. Show landscaping details on the site plan.
2. In the previous special use permit approvals for 402 Osage Avenue, it was required that the property owner must plant one tree, and that saw cutting of the concrete pavement may be required to do so. Has this tree been planted? It does not appear that this has been completed.
3. Additional landscaping will most likely be required based on the additional site area of 426 Osage. Landscaping requirements cannot be assessed at this time because the site area has not been provided. Submit a dimensioned site plan that clarifies what portion of the parking lot will be used for 426 Osage, building square feet, site area, customer and employee parking, salvage area parking, screening, landscaping, etc.
4. Per Sec. 27-700(b) four. Auto salvage yards shall be enclosed by a minimum eight-foot-tall architectural screening fence, and nothing shall be stored to a height greater than the height of the fence. Street-facing portions of the screening fence must have masonry columns every 32 feet. Screening shall not extend into the sight distance triangle. Provide screening fence details on the site plan.

Staff Comment: The applicant met with staff to discuss the comments. A written response has not been received, although the applicant did submit an updated photo of the building as well

as a summary of the business plan (both are included in the attachments). Present at the meeting were Ben Bortnick, property owner, Farkhod Saidov of Frank Motors, and Riad Baghdadi, Architect. The photo submitted shows that the building has been painted, but no other required improvements from previous SUP approvals were shown. Landscaping does not appear to have been completed as required.

The applicant's team stated that on their application, they accidentally put that this will be a "salvage" operation and that was an error as there will in fact not be any salvage operations. Staff explained that this means the following must be true:

- a. The applicant cannot obtain a business license through Unified Government Business License Department as a salvage operation. This Special Use Permit does NOT allow salvage.
- b. A salvage operation would require a change of zone for portions of the lot from M-2 to M-3.
- c. Vehicles for sale, rent, or lease must not be inoperable, ruined, dismantled or wrecked.
- d. All vehicles, for both auto sales and auto repair portions, must be legally registered and tagged.
- e. Repair parts must be ordered from a supplier, they cannot be taken from one car to be used on another. This would be considered a salvage operation.
- f. Auto repair requires parking at a ratio of 4 off-street parking spaces per 1,000 square feet of building area. This site does not appear to have sufficient off-street parking for the auto repair business, auto sales business, and existing tenant spaces. The applicant was informed that they will need to submit an updated site plan and floor plans showing all tenant spaces and all available parking. The applicant and his team were informed that a parking variance will be required if the applicant cannot meet the parking requirements outlined in the meeting and in comments above.

After the meeting, staff again sent an email informing the applicant's team of the parking requirements. The applicant sent an informal site diagram in but did not submit a revised site plan and floor plans as requested. Based on the diagram and previous site plan submitted, staff has informed the applicant to submit a Board of Zoning Appeals application for a parking variance. If a parking variance is not obtained, this application cannot be approved. This application has previously been held over to allow the applicant additional time to respond to comments. Staff does not see that sufficient progress has been made to meet the requirements set forth by the previous special use permit approvals, nor does staff see that the current applicant and property owner are working in a timely manner to resolve issues. Staff has recommended that if a parking variance application is not submitted by December 2nd, 2019, this application move forward for denial.

Staff Update 1/3/2020: The applicant has submitted an updated site plan and request for a parking variance to allow fewer than the required amount of off-street parking spaces. The applicant has also submitted updated photos showing additional work has been done on the building. The outstanding issue with this site is the failure to plant and maintain landscaping one tree as required by previous special use permit approvals at this site. Staff would mandate that if approved, landscaping requirements must be met prior to obtaining a business license and beginning operation.

If approved, staff recommends approval for one year.

Public Works Comments: None.

Action: Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve Special Use Permit Application #SP-2019-98 for one year, subject to the stipulations. Roll call was taken on the motion and there were ten “Ayes,” Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

ITEM NO. 3 – 201134... SPECIAL USE PERMIT APPLICATIONS #SP-2019-108 - SCHAEFFER STEVENSON

Synopsis: Special use permit for the temporary use of Land to park work trucks and store work equipment at 3420 North 67th Street, submitted by Robin Richardson, Director of Planning. This is a vacant, 6-acre residential lot. The Planning Commission voted 6 to 0 to recommend denial of Special Use Permit Application #SP-2019-108, for the reasons outlined by staff.:

Staff Comments and Suggestions

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

Business License Comments:

To what business will the trucks belong? Applicant has filed and maintained a current occupation tax as a demolition contractor. If work trucks will only be for the demolition business nothing additional would need to be filed with this office. If the work trucks will be for any other entity, that business will need to file and maintain a current occupation tax.

Applicants Response: The equipment will be used for demolition.

Urban Planning and Land Use Comments:

1. Review and respond to the attached Conservation District Comments.
2. Does the applicant live near the property in question?
Applicants Response: Yes.
3. What is the relationship between the applicant and property owner? Is this land being rented as parking area or used by the property owner?
Applicants Response: Associates; The property owner will not use the property.
4. What type of equipment is proposed?
Applicants Response: Four trucks, two trailers, one track hoe and one loader.
5. Are the items being stored related to a business activity in Wyandotte County? Where is the primary location (address) of the business for which vehicles are being stored?
Applicants Response: No. 4530 Prospect 64130.
6. What times of day will vehicles and equipment be coming in and out of this site?
Applicants Response: Equipment will be leaving at 7:00 AM and returning between 3:00 and 5:00 PM

7. Provide photos of the vehicles and equipment.
Applicants Response: Photos attached
8. Photos provided of the site and aerial imagery do not show any areas suitable for parking of vehicles or equipment. Vehicles and equipment must be parked on an improved hard surface.
Applicants Response: On the south east corner of the property there will be a 5-inch asphalt pad that result in a 50' by 70' that the equipment will be parked on.
9. Gravel is not considered an improved hard surface.
Applicants Response: An asphalt pad will be added.
10. Submit a site plan indicating proposed parking area to be improved to a hard surface.
Applicants Response: Hand drawn plan submitted
11. What is the lot currently used for? It appears there are some sports fields and lighting. Will all of this remain?
Applicants Response: Nothing. Yes.
12. How long has the property been vacant?
Applicants Response: Thirteen years.
13. Vehicles and equipment cannot be parked in the right-of-way.
Applicants Response: Equipment will be parked 25 feet from the right-of-way.

Staff Conclusion: This is a large, vacant lot adjacent to both residential and industrial uses. While this use is compatible with the industrial, there is potential for conflict with the residential uses on the opposite side of North 67th Street. Neighbors have expressed opposition to the proposal and do not feel the use would be compatible with existing uses. An increased daily volume of large truck traffic on North 6th Street would be a nuisance for neighbors as well as a strain on the residential street infrastructure. In addition, applicant could not park any vehicles until such time as an asphalt or concrete pad and drive are provided. For these reasons, staff recommends denial. If this were to be approved, staff would recommend a short approval period, such as 6 months.

Public Works Comments: None.

Action: Commissioner Kane made a motion, seconded by Commissioner McKiernan, to deny Special Use Permit Application #SP-2019-108. Roll call was taken on the motion and there were ten "Ayes," Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

ITEM NO. 4 – 201135... SPECIAL USE PERMIT APPLICATION #SP-2019-110 - ADRIENE NORTON WITH BIZY DOGS

Synopsis: Special use permit for a dog grooming and boarding operation at 1046 Merriam Lane, submitted by Robin Richardson, Director of Planning. The applicant currently operates a successful business in Missouri that caters to dogs inside Bar K. The applicant has provided detailed

explanation of the intended procedures for care, cleaning, sound management, etc. The Planning Commission voted 7 to 0 to recommend approval of Special Use Permit #SP-2019-110, subject to:

Urban Planning and Land Use Comments:

1. How will the animal waste be handled?
Staff: The applicant has provided detailed explanation of how waste and odor will be handled.
2. Where will the animals be exercised?
Staff: Applicant has provided a detailed description of how dogs will be exercised.
3. How will the noise be controlled?
Staff: Applicant has provided detailed explanation of how noise will be handled.
4. Approval would be for two years.

Public Works Comments: None.

Business Licensing Comments:

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

Action: Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve Special Use Permit Application #SP-2019-110 for two years, subject to the stipulations. Roll call was taken on the motion and there were ten “Ayes,” Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

ITEM NO. 5 – 201136... SPECIAL USE PERMIT APPLICATION #SP-2019-119 - LA DENA WASHINGTON WITH ALTAR SUPPORT INC.

Synopsis: Special use permit for a child/day care facility for a church at 9151 Parallel Parkway, submitted by Robin Richardson, Director of Planning. The applicant has requested a special use permit for new construction of a daycare center in R-1 Single Family Residential District, along with a variance application to allow reduced parking requirements. The Planning Commission voted 7 to 0 to recommend approval of Special Use Permit Application #SP-2019-119, subject to:

Business License Comments:

Our office finds no record of a Church located at 9151 Parallel, and the property appears to be vacant land with no structure. If approved and the land is developed and built as a Church, with daycare operate by the Church, they will need to file application with this office as a Church and daycare. If approved and the land is developed and built as a daycare that provides services to the Church in a for-profit capacity, the daycare would need to file the occupation tax application with this office.

Urban Planning and Land Use Comments:

1. A final development plan will be required to be approved through Planning Commission prior to building permit.
2. Provide a business plan outlining the function of the proposed use, pick-up and drop-off procedures, amount and age range of children, hours and days of operation, proposed number of employees, and other relevant information.

Applicants Response: The safety of children is of paramount concern to the Altar Support. The center opens every day at 6am. Our cut off for drop off ends at 9am. Our day ends at 4pm. Pick up occurs between the hours of 4pm and 6pm. If parent(s)/ caregiver(s) arrive after 6:00pm to pick up their children, late pickup procedures will be applied due to safety concerns and staffing cost.

3. Parking is required at a ratio of 4 spaces per 1000 square feet. A separate application has been filed for a parking variance to allow 5 parking spaces whereas 20 are required, a deficit of 15 spaces.

Staff Comment: The applicant has updated the site plan for the BOZA and SUP to show 8 parking spaces rather than 5.

4. Provide color elevations.

Staff Comment: Final elevations and a physical material palette must be submitted with the Final Development Plan.

5. Update site plan to include site area.
6. Update site plan to show utilities and utility connections.
7. Show location of trash enclosure. Trash enclosure shall be enclosed with a screening wall or fence constructed of the same material 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.
8. Provide dimensions of parking area and proposed building on the site plan.
9. Update site plan to show sidewalk connections between the parking lot and building area. Internal pedestrian walkways within the parking lot or drive area must be distinguished from other surfaces. Pedestrian connections must be clearly defined in a combination of two or more of the following ways:

- a. Six-inch vertical curb
- b. Trellis
- c. Special railing
- d. Bollards
- e. Special paving
- f. Low seat wall or other architectural features
- g. Pedestrian scale lighting
- h. Traffic calming devices

10. Provide a landscape plan.
 - a. Per zoning requirements, trees are required at not less than one per 7,000 square feet of site area. With a lot size of 61,099 sf, 9 trees are required.
 - b. Per the Commercial Design Guidelines, a 75% multiplier is added onto the tree requirement (7 additional trees) for a total requirement of 16 trees for the landscaping requirement.

- c. Screening or buffer plantings are required to be provided along all side and rear property lines common to or across an alley from single-family or two-family zoned property. Buffer plantings shall include the equivalent of a minimum of one evergreen tree or one shade tree and three large shrubs for each 30 feet of adjacent project boundary.
- d. At least one half of the trees planted to fulfill the tree planting requirements shall be shade trees with a two-inch caliper at the time of planting.
- e. Include on the landscape plan the following items; location, size and type of existing plant material to be retained, location, type, size and quantity of all proposed plant material and related nonliving, structural and decorative features. Common and botanical names shall be provided for all proposed plant material.
- f. Landscaping shall be irrigated.
- g. Landscape berms and/or continuous rows of shrubs are required to screen parking from adjacent development or public streets. Shrubs used in this area must not exceed a maximum thirty inches at maturity.
- h. Formal, stand-alone trees are encouraged to be planted in landscape zones along major streets and medians. These trees should be planted as follows:
One tree with a minimum caliper of 2 inches (ornamental evergreen trees must be at least 6 feet tall when planted) provided for every thirty (30) feet of street easement or frontage along Parallel Parkway. Street trees are in addition to landscaping requirements.
- i. At least 75% of the length of building foundations facing public streets, the exterior of the development, or common spaces must be planted with ornamental plant material.

Staff Comment: Landscape plan has been submitted.

11. Provide building dimensions on elevation plans. In order to break up the monotonous appearance of long facades, a building wall should be divided into increments of no more than 45' through articulation of the façade. This can be achieved through combinations of at least three of the following techniques:
 - a. Divisions or breaks in materials;
 - b. Building offsets (projections, recesses, niches)
 - c. Window bays;
 - d. Separate entrances and entry treatment; or
 - e. Variation in roof lines.

Update elevation plans to include these elements.

Staff Comment: Building design will need additional modification and inclusion of additional elements to meet Commercial Design Guidelines. This can be reviewed as part of the Final Development plan.

12. Provide material palette and a breakdown, by percentage of each material on each facade. Building materials must be durable, economically maintained, and of a quality that will retain its appearance over time; including but not limited to natural or synthetic stone; brick; stucco; integrally-colored, textured, or glazes concrete masonry units; high quality pre-stressed concrete systems; Cementous siding (Hardy board); or glass.
13. EFIS (Synthetic Stucco) may not comprise more than 15% of any façade.

Staff Comment: A breakdown of material compositions by percentage for each façade needs to be submitted. It appears there is still over 15% of synthetic stucco on the east, south, and north elevations.

14. All building facades shall be at least 50% masonry. Cementous siding may be used to meet 50% of the total masonry requirement.

Staff Comment: See comments above regarding required material palette and materials breakdown prior to Final Development Plan approval.

15. Downspouts shall be internalized.
16. For new construction, windows, windows with awnings, and covered pedestrian walkways should total at least 60% of the building frontage along public streets or parking lots. Update plans to meet this requirement.

Staff Update 1/3/2020: At the Planning Commission meeting on December 9th, 2019, this case was held over to give the applicant time to provide updated information regarding the number and ages of children and the number of employees. Updated information is attached.

There was also a question at the meeting as to whether Hughie Clay of 9110 Garfield Avenue was on the mailing list provided to the applicant for the neighborhood meeting. Staff has reviewed the mailing list and can confirm he was on it.

Public Works Comments:

1. Items that require plan revision or additional documentation before engineering can recommend approval: None.
2. Items that are conditions of approval (stipulations):
 - a. The special use permit submittal requires complete final site engineering (including engineering studies) and construction level drawings. The drawings shall be revised to include all applicable construction notes, details, and final engineering design in accordance with UG criteria.
 - b. Provide revised plans with dimensions including but not limited to the drive entrance dimensions from the property line, drive entrance throat width, drive entrance curb return radii, parking stall dimensions, drive aisles, turn around area, existing utilities, spot elevations at ADA parking area, UG node numbers for all nearby UG infrastructure, etc.
 - c. The proposed drive entrance on Parallel Parkway is within the intersection influence area of the existing drive entrance on the neighboring property to the west. Therefore, a waiver request for the proposed driveway entrance shall be submitted to UG for review and approval. Further discussion with staff may be required.
 - d. Provide a PE sealed storm drainage memo or report which addresses overall storm drainage, existing and proposed storm facilities, existing drainage outfalls, downstream analysis, net increase in impervious area, detention, stormwater quality “hotspots” analysis and/or BMP’s in accordance with the MARC BMP Manual and UG standards and criteria. (See UG checklists, standards and criteria)
 - e. Provide a P.E sealed sanitary sewer memorandum with flow calculations including proposed pump size, force line size, peak flows etc. and all applicable information. for the development in accordance with the UG Minimum Design Standards for Sanitary Sewers.
 - f. Please coordinate with Harvey Fields (913-573-5947), Fire Department if the proposed turn around area meets KCFD requirements. Also, show fire lanes, hydrant location and truck turning template made with CAD e.g. AUTO-TURN or similar program.

- g. Retaining walls greater than 3' 6" shall be designed by a Professional Structural Engineer registered in the State of Kansas. In this regard, provide plans and profiles for the proposed retaining walls. See UG checklist, standards and criteria.
 - h. Provide more information for the future residential construction referenced in the plans.
 - i. Construction plans shall meet UG standards and criteria and shall be reviewed and approved by UG prior to construction permit acquisition.
3. Comments that are not critical to engineering's recommendations for this specific submittal but may be helpful in preparing future documents: None.

Action: Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve Special Use Permit Application #SP-2019-119 for two years, subject to the stipulations. Roll call was taken on the motion and there were ten "Ayes," Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

ITEM NO. 6 – 201137... SPECIAL USE PERMIT APPLICATION #SP-2020-1 - CLIFFORD DALE JR. WITH 4104 POWELL AVENUE, LLC

Synopsis: Special use permit for live entertainment in conjunction with Mason Jar restaurant (previous special use permit expired on 3/30/2019) at 941 North 74th Drive, submitted by Robin Richardson, Director of Planning. The applicant, Clifford Dale Jr. with Mason Jar LLC requests renewal (which has expired) of Special Use Permit, #SP-2017-11, in order to continue to conduct live entertainment events, specifically outside within the fenced area on the east side of the building in conjunction with a restaurant at 941 North 74th Drive.

Urban Planning and Land Use Comments:

1. Since the expiration of the previous Special use permit, have you held any events in this space?
Applicant: Yes.
2. Please explain why SP-2017-11 was not renewed at the time of its expiration on March 30, 2019.
Applicant: There was a miscommunication on our end. This took place before I took over the project. I will be sure we get everything handled from here forward.
3. Please provide photos of the interior and exterior of the site.
Staff: Applicant has provided updated photos and are included in the attachments.
4. What types of live entertainment do you host?
Applicant: Our entertainment has been, country artists and jazz groups, like the Kansas City Community College Jazz Band.
5. How many people attend a typical event?

Applicant: Our maximum capacity inside is 204 people. We do not normally meet that capacity. An average event is around 100-105 people within the building. There are times where they may be more or less than this amount of people.

6. What are your hours of operation on each day of the week?

Applicant: Monday-Friday we are open 11:00am-10:00pm. Saturday and Sunday we are open from 11:00am-12:00am.

7. Do you provide on-site security during an event? If so, what is your plan? How do you plan to meet code required security requirements?

Applicant: We do not provide on-site security for events. Our capacity is 204 guests. This does not meet the minimum requirement for on-site security according to Special Events – Unified Government.

8. Have you had an issue with crowd management in the duration of the venue? If so, when and how was it handled?

Applicant: We have never had any crowd issues during an event.

9. Have you had any noise complaints during the operation of this venue? If so, when and how was it handled?

Applicant: We have never had any noise complaints during events.

Public Works Comments: None.

Business License Comments:

Business held an annual entertainment license after their last SUP approval. That license expired and came due for renewal in May, as with their SUP. At that time, they indicated they were not going to renew the Special Use Permit and license was terminated. They were advised they no longer held license for any live entertainment activities. The business has regularly had live events since the expiration.

Action: Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve Special Use Permit Application #SP-2020-1 for two years, subject to the stipulations. Roll call was taken on the motion and there were ten “Ayes,” Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

ITEM NO. 7 – 201138...#SP-2020-2 - JOHN DENNISON

Synopsis: Special use permit for a short-term rental/Airbnb at 4447 Booth Street, submitted by Robin Richardson, Director of Planning.

Action: This item was previously heard with Change of Zone Application #3210.

ITEM NO. 8 – 201117...#SP-2020-4 - JOE HEIDRICK WITH CACTUS BED PROPERTIES

Synopsis: Renewal of a Special Use Permit (#SP-2018-88 - expired 11/29/2019) for a short-term rental/AIRBNB at 4313 Rainbow Boulevard, submitted by Robin Richardson, Director of Planning. This is not the applicant's primary residence. The Planning Commission voted 6 to 0 to recommend approval of Special Use Permit Application #SP-2020-4, subject to:

Urban Planning and Land Use Comments:

1. Please provide updated photos of interior and exterior of the property.
Staff: Pictures have been submitted and are attached below.
2. Have you had any complaints from neighbors since you began operating this AirBnb? If so, how were they handled?
Applicant: No complaints. We have had multiple statements of support among neighbors.
3. How will you communicate with the neighbors?
Applicant: I communicate with neighbors via text or directly face to face.
4. How will you pay appropriate lodging taxes?
Applicant: Lodging taxes are paid through AirBnb
5. How many rooms are rented?
Applicant: The entire house is rented.
6. What is the maximum number of people that will be staying at any one time?
Applicant: 8 people is the max
7. What is the maximum number of vehicles and where will they park?
Applicant: 3 vehicles maximum
8. How often are guests in the residence?
Applicant: Guests are in the residence on average 5 days per week.
9. Do you have a rental license from the Unified Government?
Staff: Business License department has stated that applicant has filed occupation tax application. Application is pending approval of this Special Use Permit.
10. Provide a detailed description of the areas rented for Airbnb
Applicant: The property is a 3-bedroom house with a large kitchen and a small kitchenette in the second level. There are 2 full bathrooms and an unfinished basement tenants will not have access to.
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 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: All of these items have been inspected and approved by Wyandotte County rental inspections.
12. If renewed, the renewal period will be two years.

Public Works Comments: None.

Business License Comments

Applicant did file their business occupation tax application after SUP approval. They are in renewal status pending approval of this SUP renewal.

Action: Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve Special Use Permit Application #SP-2020-4 for two years, subject to the stipulations. Roll call was taken on the motion and there were ten “Ayes,” Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

ITEM NO. 9 – 201118... SPECIAL USE PERMIT APPLICATION#SP-2020-6 - STEFANIE WERTH WITH KVC KANSAS

Synopsis: Renewal of a special use permit (#SP-2017-75 - expired 11/30/2019) for short-term youth foster care at 316-334 North 38th Street, submitted by Robin Richardson, Director of Planning. The operation of a youth residential facility for girls ages 12 through 17. KVC works with the Kansas City, Kansas Public School District, where students attend. Individual and group therapy is provided onsite. Residents are provided access to medical and dental care. Girls typically remain in the home for approximately 4 months. After this time, they typically return home to their families or are placed in foster care. The Planning Commission voted 6 to 0 to recommend approval of Special Use Permit Application #SP-2020-6, subject to:

Urban Planning and Land Use Comments:

1. Please provide updated photos of the interior and exterior of the property.
Staff: Applicant has provided updated photos of the property. (See attachments)
2. Please provide a floor plan of the building.
Staff: Applicant has provided floor plans. (See attachments)
3. How many children reside at the property at one time?
Applicant: We are licensed through the state of Kansas for 19 girls foster care residential beds.
4. How many staff members are on site at all times during the day and night?
Applicant: We have a staffing ratio of 1:6 during the day and 1:8 on overnights.
5. What are the credentials for staff?
Applicant: Staff are required to have high school diplomas, attend a 40-hour orientation and then complete additional training hours as designated by the state. All staff members also receive specialized training in SCM (Safe Crisis Management) which is a comprehensive behavior support and intervention training.
6. How many residents are placed per room?

- Applicant: We currently have single and double occupancy rooms.
7. Are there outdoor spaces designated for recreational activities?
Applicant: The area south of the residential facility is utilized for volleyball and other outdoor activities such as games, reading, or picnicking.
 8. Since the operation of this group home began, have there been any complaints from neighbors?
Applicant: No complaints have been made.
 9. How are discipline issues handled?
Applicant: We utilize the STAR (Safety, Trustworthy, Accountability, Respectful) system when implementing discipline. Each resident is expected to display these four qualities while on the premises. When youth do not comply, privileges are revoked, and outings are limited. Upon admittance to the facility each girl sets short- and long-term goals that they create and the goals center around the STAR philosophy.
 10. How will transportation be provided? Will there be vans or other vehicles parked on property?
Applicant: We have two vans on-site. One is a large 15 passenger van which we use for community outings and the other is a minivan which is used to take the girls to appointments.

Public Works Comments: None.

Business License Comments:

While KVC would be exempt from paying the tax, our office does not find that they have filed an exempt application with business license for this location. They do have on file an exempt application for a hospital they maintain at a different address.

Action: Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve Special Use Permit Application #SP-2020-6 for two years, subject to the stipulations. Roll call was taken on the motion and there were ten “Ayes,” Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

ITEM NO. 10 – 201120... SPECIAL USE PERMIT APPLICATION#SP-2020-7 - FREDERICK AVERY WITH AVERY'S VILLAGE

Synopsis: Renewal of a special use permit (#SP-2017-36 - expired 11/30/2019) for a youth residential facility at 6261 Leavenworth Road, submitted by Robin Richardson, Director of Planning. The building was previously licensed as a nursing home from 1967 until 2014. Renewal of the special use permit would allow the continuation of a youth residential facility for boys 10-18 years of age. The Planning Commission voted 6 to 0 to recommend approval of Special Use Permit Application #SP-2020-7, subject to:

Urban Planning and Land Use Comments:

1. A building permit was never obtained for a Change of Occupancy. Please contact the Building Permit Department at 913-573-8620 to begin this process.
2. Please provide updated photos of the interior and exterior of the property.
Staff: Photos have not been provided.
3. Have you had any neighborhood concerns or issues since the opening of the facility as a youth home?
Applicant: Avery's Village has not had any issues
4. Please provide updated business plan. Please include plans for the maintenance of the grounds, kitchen services, and recreational activities offered.
Applicant has provided updated business plan. Please see attached.
5. Please provide updated daily schedule.
Applicant has provided updated business plan. Please see attached.
6. How many children will reside on the property at one time?
Applicant: The maximum capacity is 45.
7. How many children will live in each bedroom?
Applicant: Two per bedroom
8. How many staff members will be on-site during the day and night?
Applicant: Ratios during daytime hours are 1:6, bedtime ratios are 1:10
9. Is there adequate outdoor space for children to play?
Applicant: Yes, we have a basketball court, field for outdoor activities and a garden with a gazebo.
10. How do you plan to provide transportation? Will there be vans stored on site?
Applicant: On site vans
11. Any future expansion will require an amendment to the existing special use permit. This will require repeating the special use permit process.
12. Please describe how discipline issues are handled.
Applicant: Discipline issues are handled with our level system; this system is a nonpunitive system that rewards youth for good behavior.

Public Works Comments: None.

Business License Comments:

Applicant did file their business occupation tax application after SUP approval. They are in renewal status pending approval of this SUP renewal.

Action: Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve Special Use Permit Application #SP-2020-7 for two years, subject to the stipulations. Roll call was taken on the motion and there were ten "Ayes," Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

**ITEM NO. 11 – 201121... SPECIAL USE PERMIT APPLICATION#SP-2020-8 - ANN
AND ROY BAUGH**

Synopsis: Renewal of a home occupation special Use Permit (#SP-2018-2 - expired 1/2/2020) for a short-term rental/Airbnb at 1615 North 86th Street, submitted by Robin Richardson, Director of Planning. This is the applicants primary residence. The applicants have proposed to use two areas within the single-family residence for this operation. The Planning Commission voted 6 to 0 to recommend approval of Special Use Permit Application #SP-2020-8, subject to:

Urban Planning and Land Use Comments:

1. Please provide current pictures of the interior and exterior of the site.
Staff: Applicant has provided updated photos. These are included in the attachments.
2. Have there been any neighborhood complaints since the residence has been operated as a short-term rental?
Applicant: No.
3. How will you communicate with the neighbors?
Applicant: We know the neighbors and communicate with them in person.
4. How will you pay appropriate lodging taxes?
Applicant: AirBnB collects the taxes.
5. How many rooms are rented?
Applicant: Two.
6. What is the maximum number of people that will be staying at any one time?
Applicant: Five.
7. What is the maximum number of vehicles and where will they park?
Applicant: This property stands alone. Parking for AirBnb vehicles is inside our property boundaries and does not involve on-street parking.
8. How often are guests in the residence?
Applicant: The property is rented out year-round. Spring and Summer are busier.
9. Do you have a rental license from the Unified Government?
Applicant: Yes.
10. Provide a detailed description of the areas rented for AirBnb.
Applicant: Area 1: en-suite with shower, bathtub, television, microwave, refrigerator, access to sauna, swimming pool, hot tub, and workout room. Area 2: en-suite bathroom with shower, kitchen, sitting room with television, access to sauna, swimming pool, hot tub, and workout room.
11. Describe how you will maintain a safe environment including:
 - a. Working smoke detectors in each bedroom plus each level of the unit/house.
Applicant: Smoke detectors are operational.
 - b. GFCI outlets required in bathrooms.
Applicant: The outlets in the bathrooms are GFCI.
 - c. Double keyed locks are not allowed.
Applicant: There are no double keyed locks.
 - d. Copper cannot be used for gas supply lines.
Applicant: The gas supply lines are not made of copper.
 - e. Windows must be operable, not blocked or boarded.

- Applicant: Windows are operable and not blocked or boarded.
- f. Handrails are required at sets of 4 or more stairs/ risers.
Applicant: The staircases have handrails.
- g. Hot water tank and furnace must be vented properly and operational.
Applicant: The hot water tank and furnace are properly vented and operational.
- h. Electric panel and circuits must be safe.
Applicant: Electric panels and circuits are safe.

Public Works Comments: None.

Business License Comments:

Applicant did file their business occupation tax application after SUP approval and have submitted their annual renewal.

Action: Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve Special Use Permit Application #SP-2020-8 for two years. Roll call was taken on the motion and there were ten “Ayes,” Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

ITEM NO. 12 – 201122... SPECIAL USE PERMIT APPLICATION#SP-2020-9 - ALMA MENDOZA

Synopsis: Renewal of a special use permit (#SP-2017-62 - expired 1/2/2020) for auto detailing and used car sales at 741 Washington Boulevard, submitted by Robin Richardson, Director of Planning. The Planning Commission voted 6 to 0 to recommend approval of Special Use Permit Application #SP-2020-9, subject to:

Urban Planning and Land Use Comments:

1. Please provide current photos of the site.
Staff: Applicant has provided updated photos. These are attached below.
2. Please provide details on how toxic materials are disposed of.
Applicant: We use environmentally friendly materials. There are no toxic materials to dispose of.
3. Have you been in compliance with all stipulations outlined in #SP-2017-62?
This includes:
 - a. Landscaping shall be required. Prior to a Certificate of Occupancy being approved, the following must be met:
 1. At least 75 percent of the length of building foundations facing public streets, the exterior of the development, or common spaces must be planted with ornamental plant material such as ornamental trees, flowering shrubs, perennials, and groundcovers. (Sec. 27-577 d.1)
 2. Landscaping shall exceed the typical code requirements by at least 75% (Sec. 27-577 a.5) i. 1 tree per 7000 square feet. (Sec. 27-466 g) x 75%

- b. Outdoor automotive work is prohibited; all work on vehicles must be conducted within the building.

Applicant: We have been in compliance with all stipulations.

Public Works Comments: None.

Business License Comments:

Applicant did file their business occupation tax application after SUP approval. They are in renewal status pending approval of this SUP renewal.

Action: Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve Special Use Permit Application #SP-2020-9 for two years, subject to the stipulations. Roll call was taken on the motion and there were ten “Ayes,” Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

ITEM NO. 13 – 201123... SPECIAL USE PERMIT APPLICATION #SP-2020-10 - RUBY MARTIN WITH HILLTOP SADDLE CLUB

Synopsis: Renewal of a special use permit (#SP-2017-61 - expired 11/30/2019) for a trailer to hold monthly meetings and storage of supplies for horse riding club at 5025 Muncie Drive, submitted by Robin Richardson, Director of Planning. Next to the office trailer is a ring for horse riding. There is a barn on the adjacent property for stabling the horses. The initial special use permit was approved in 1999. The Planning Commission voted 6 to 0 to recommend approval of Special Use Permit Application #SP-2020-10, subject to:

Urban Planning and Land Use Comments:

1. Please provide updated photos of the trailer and the site.
Staff: Applicant has provided an updated photo. Please see attached.
2. What is the maximum number of people the trailer can safely accommodate?
Applicant: 15 - 20 persons at one time.
3. Please provide an update explaining what types of materials are stored inside the trailer.
Applicant: Up to 4 parade saddles, 4 folding tables, 20 chairs, 1 file cabinet, supplies to use when we have kids' night out camp and the kids stay over and sleep outside.
4. Approval would be for two years.

Public Works Comments: None.

Business License Comments: Applicant has filed application with this office and established as an Exempt business entity since 1968.

Action: Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve Special Use Permit Application #SP-2020-10 for two years, subject to the stipulations. Roll call was taken on the motion and there were ten “Ayes,” Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

**ITEM NO. 14 – 201124... SPECIAL USE PERMIT APPLICATION #SP-2020-11 - D.
SCOTT CUMMINS WITH TIRE AND WHEEL**

Synopsis: Renewal of a special use permit (#SP-2014-67 - expired 10/30/2019) for tire sales and light mechanical auto work at 3748 State Avenue, submitted by Robin Richardson, Director of Planning. The Planning Commission voted 6 to 0 to recommend approval of Special Use Permit Application #SP-2020-11, subject to:

Urban Planning and Land Use Comments:

1. Please provide updated photos of the building and site.
Staff: Updated photos have been provided and are attached below.
2. Please describe how materials are disposed of. This includes liquid waste, tires, and other solid materials.
Applicant: We encounter very little oil or liquid waste. We only offer light mechanical services such as shocks, struts, rakes, tune-ups, alignments, and front-end work such as ball joints, tie rods, and control arms. What little oil we encounter is used as fuel for our oil burning heater. Our tires are exclusively disposed of through ABC recycling monthly. ABC is an authorized tire recycler with Topeka. Other solid materials such as brake pads, rotors, and used parts are all scraped regularly as needed.
3. Approximately how many automobiles are serviced each day?
Applicant: We service between 20 to 35 vehicles daily, almost all tire related, including mounting balancing, repairing, and rotating.
4. Where are cars parked that are left overnight?
Applicant: We rarely have cars overnight; all cars are parked inside the shop. If left overnight, the only exception is if rarely a customer leaves their vehicle after hours in an emergency and leaves keys in drop box.
5. Since beginning operation, have you had any neighborhood or Code Enforcement complaints? If so, what were the issues?
Applicant: We have been serving our neighborhood for 13 years without any issues from our neighbors.
6. Approval is for five years.

Public Works Comments: None.

Business License Comments:

Applicant has filed and maintained a current business occupation tax application.

Action: Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve Special Use Permit Application #SP-2020-11 for five years, subject to the stipulations. Roll call was taken on the motion and there were ten “Ayes,” Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

VACATION APPLICATION

ITEM NO. 1 – 201139...UTILITY EASEMENT VACATION APPLICATION #U/E-2019-7 - TORY GRAHAM WITH GTS HOMES LLC

Synopsis: Vacation of utility easements at 3640 North 110th Terrace.

and

ITEM NO. 2 – 201140...SPECIAL USE PERMIT APPLICATION #U/E-2019-8 - TORY GRAHAM WITH GTS HOMES LLC

Synopsis: Vacation of utility easements at 3638 North 110th Terrace.

and

ITEM NO. 3 – 201148...SPECIAL USE PERMIT APPLICATION #U-2019-9 - TORY GRAHAM WITH GTS HOMES LLC

Synopsis: Vacation of utility easements at 3636 North 110th Terrace.

and

ITEM NO. 4 – 201149...SPECIAL USE PERMIT APPLICATION #U/E-2019-10 - TORY GRAHAM WITH GTS HOMES LLC

Synopsis: Vacation of utility easements at 3630 North 110th Terrace.

and

ITEM NO. 5 – 201150...SPECIAL USE PERMIT APPLICATION #U/E-2019-11 - TORY GRAHAM WITH GTS HOMES, LLC

Synopsis: Vacation of utility easements at 3624 North 110th Terrace.

and

ITEM NO. 6 – 201151...SPECIAL USE PERMIT APPLICATION #U/E-2019-12 - TORY GRAHAM WITH GTS HOMES, LLC

Synopsis: Vacation of utility easements at 3618 North 110th Terrace. The applicant is requesting vacation of a utility easements for the purpose of constructing a retaining wall. The Planning Commission voted 7 to 0 to recommend approval of Utility Easement Vacation Applications #U/E-2019-7, 8, 9, 10, 11, and 12, subject to:

Urban Planning and Land Use Comments:

1. How will you determine which party will be responsible for the maintenance and repair of a retaining wall that transcends multiple property lines?

Staff: Applicant has provided an easement and maintenance agreement.

(See attached)

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 retaining wall calculations, details, and construction plans signed and sealed by a Professional Structural Engineer registered in the State of Kansas, in accordance with UG standards and criteria. Please review and comply with the on-line retaining wall checklist. These requirement(s) are for all types of retaining walls, including modular block or pre-manufactured walls, and reinforced concrete walls. The retaining wall plans, and calculations shall be reviewed and approved by UG staff prior construction permit acquisition.
 - b. The retaining wall plans shall illustrate the layout of the wall across Tracts 2, Tracts 3, Lot 13, Lot 14, Lot 15 and Lot 16. The submitted retaining wall plans indicates the wall layout only on Lot 13 and is not acceptable for review. The proposed wall shall be designed and constructed to be continuous from Tract 2 to Lot 16. Based on UG Public Works comment that the proposed retaining wall shall not be built over the existing public storm sewer on Tract 3, the retaining wall plans may have to be revised. Further discussion with staff is required.
 - c. Provide retaining wall layouts such that the retaining wall and footings, foundations, and/or geogrid do not cross property line or easements. For example, if a concrete reinforced wall, the toe of the footing shall not cross the property line. Further discussion with staff may be required prior to a resubmittal.
 - d. Pedestrian guardrails shall be provided atop of retaining walls that are located greater than 30 inches above the grade below. Guardrail system shall resist overturning by a 50 pound per linear foot and 200 pounds concentrated load applied to top rail i.e. 42" above top of wall as identified in the checklist. Also, include post and footing anchorage design and details. In this regard, provide calculations for the proposed guard rail system.
 - e. Retaining walls with heights greater than 6' shall be tiered walls. A minimum of 5' shall be provided between tiered walls.
 - f. Retaining wall calculations shall meet minimum factor of safety requirements for bearing, sliding, and overturning per UG criteria. Retaining wall design shall be in accordance with the recommendations of the geotechnical report, as applicable. Otherwise, allowable soil bearing pressure shall be 1,500 sq. ft. per UG criteria.

- g. Construction plans shall meet UG standards and criteria and shall be reviewed and approved by UG prior to construction permit acquisition.
- 3. Comments that are not critical to engineering's recommendations for this specific submittal but may be helpful in preparing future documents: None.

Action: Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve Utility Easement Vacation Applications, #U/E-2019-7 #U/E-2019-8, #U-2019-9, #U/E-2019-10, #U/E-2019-11 and #U/E-2019-12, subject to the stipulations. Roll call was taken on the motion and there were ten "Ayes," Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

ITEM NO. 7 – 201145... UTILITY EASEMENT VACATION APPLICATIONS #U/E-2020-1 - MELISSA VANCURM FOR DEAN REALTY COMPANY

Synopsis: Vacation of utility easements at 10 East Cambridge Circle, submitted by Robin Richardson, Director of Planning. The applicant, with Rouse Frets White Goss, wants to vacate the unused portion of the utility easement (terminate re-entry rights). The Planning Commission voted 7 to 0 to recommend approval of Utility Easement Vacation Applications #U/E-2020-1, subject to:

Urban Planning and Land Use Comments:

1. Subject to approval, a \$50.00 ordinance publication fee is due immediately following the Board of Commissioners meeting. The easement rights will not be officially vacated until the ordinance is published in the Wyandotte Echo.

Public Works Comments: None.

Action: Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve Utility Easement Vacation Application #U/E-2020-1. Roll call was taken on the motion and there were ten "Ayes," Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

ITEM NO. 8 – 201146...#U/E-2020-2 - MELISSA VANCURM FOR DEAN REALTY COMPANY

Synopsis: Vacation of utility easements at 1155 Adams Street, submitted by Robin Richardson,

Director of Planning. The applicant, with Rouse Frets White Goss, wants to vacate the unused portion of the utility easement (terminate re-entry rights). The Planning Commission voted 7 to 0 to recommend approval of Utility Easement Vacation Application #U/E-2020-2, subject to:

Urban Planning and Land Use Comments:

Subject to approval, a \$50.00 ordinance publication fee is due immediately following the Board of Commissioners meeting. The easement rights will not be officially vacated until the ordinance is published in the Wyandotte Echo.

Public Works Comments: None.

Action: Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve Utility Easement Vacation Application #U/E-2020-2, subject to the stipulations. Roll call was taken on the motion and there were ten “Ayes,” Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

ITEM NO. 9 – 201147...STREET VACATION APPLICATION#S-2020-3 - MICHAEL DAVIS WITH REECE AND NICHOLS ROBERTS

Synopsis: Vacation of a street between North Tremont to 7th Street Trafficway, submitted by Robin H. Richardson, Director of Planning. The applicant wants to vacate Calvin Street between North Tremont Street and North 6th Street Trafficway for future commercial development of 640 Central Avenue. The Planning Commission voted 7 to 0 to recommend approval of Street Vacation Application #S-2020-3, subject to:

Urban Planning and Land Use Comments:

Subject to approval, a \$50.00 ordinance publication fee is due immediately following the Board of Commissioners meeting. The easement rights will not be officially vacated until the ordinance is published in the Wyandotte Echo.

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. Based on the meeting with UG staff on 1/6/2020, the applicant shall provide survey exhibit and legal description to be reviewed and approved by the County Surveyor prior recording of the vacation with the Wyandotte County Register of Deeds.
 - b. The County Surveyor makes separate technical review of the vacation documents and

- submits comments directly to the preparer of the vacation. Provide revised vacation documents in accordance with County Surveyor comments.
- c. Construction plans shall meet UG standards and criteria and shall be reviewed and approved by UG prior to construction permit acquisition.
3. Comments that are not critical to engineering's recommendations for this specific submittal but may be helpful in preparing future documents: None.

Action: Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve Street Vacation Application #S-2020-3, subject to the stipulations. Roll call was taken on the motion and there were ten "Ayes," Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

ITEM NO. 10 – 201152...STREET VACATION APPLICATION #S-2020-4 - MICHAEL DAVIS WITH REECE AND NICHOLS ROBERTS

Synopsis: Vacation of a street between North 7th Street Trafficway to Simpson Avenue, submitted by Robin Richardson, Director of Planning. The applicant wants to vacate North 6th Street Trafficway between Simpson Avenue and North 7th Street Trafficway for future commercial development of 640 Central Avenue. The Planning Commission voted 7 to 0 to recommend approval of Street Vacation Application #S-2020-4, subject to:

Urban Planning and Land Use Comments:

Subject to approval, a \$50.00 ordinance publication fee is due immediately following the Board of Commissioners meeting. The easement rights will not be officially vacated until the ordinance is published in the Wyandotte Echo.

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. Based on the meeting with UG staff on 1/6/2020, the applicant shall provide survey exhibit and legal description to be reviewed and approved by the County Surveyor prior recording of the vacation with the Wyandotte County Register of Deeds.
 - b. The County Surveyor makes separate technical review of the vacation documents and submits comments directly to the preparer of the vacation. Provide revised vacation documents in accordance with County Surveyor comments.
 - c. Construction plans shall meet UG standards and criteria and shall be reviewed and approved by UG prior to construction permit acquisition.
3. Comments that are not critical to engineering's recommendations for this specific submittal but may be helpful in preparing future documents: None.

Mr. Rob Richardson, Director of Planning, said, Mr. Mayor, this is when you get it up on the map here, this is a portion of 6th Street Trafficway where it intersects with 7th St. There was a little bit of discussion at Planning Commission from a neighbor to the south about on street parking and about rear access to the property. The way their property is currently situated, this application doesn't impact the rear of their property because that's all owned by another party that we don't have contact with. As you can see this is the home of the person that spoke at Planning Commission. They're worried about parking of cars here and on street parking since they don't have access to the rear of their house through this piece. Eventually, there'll be a curb line across here where they can continue to park once the street is closed off. They'll still be able to park there, approximate to their home. 6th Street, right here, if it were to be vacated, half of it would go to the commercial business here and half of it will go to the applicant on this side. As I said it comes to you recommended for approval by the Planning Commission.

Anderson, BHC Rhodes, 712 State Ave., Kansas City, KS, said we've actually got, there's two parts to it. We're also vacating Calvin street from Tremont to cross. We're also applying for the piece to close down 6th Street Trafficway. Calvin Street, all that area in there has been demolished, the buildings and everything like that. The owner owns everything that effectively adjoins it and have the right business as Rob said. The UG is indicating interest to also close off 6th Street Trafficway at 7th Street there as well to improve the flow. So, that's effectively what we're doing. Have any questions?

Mayor Alvey said I'll now open the public hearing. Is there anyone in support of these vacations? Seeing none, is there anyone in opposition, please come forward. State your name and city of residency please.

Richard Palmerin, 639 Simpson, said I'm the property that's encircled with the stockade fans. I'm having some issues probably with the previous, or I'd maintain the property to keep it appearance for the pedestrian traffic on 6th Street cutoff.

The building at 7th and Simpson is a tire shop. I've yet to talk to them. I've talked to two of the residents in the neighborhood on being up here this evening. I've done some sweat equity

on the front of these while the structures were still there to keep them down for the John Q public to walk through there safely. I did your five years, seven years ago, I did the sidewalk with intent that letting the city know that I'm going to be putting a new, replacing the crumble down, everything east and west of the northeast and southwest from me.

There's 100-year-old sewer down there and whatever else is buried underneath there. With this development that eventually is going to come through here, what's this going to do to start interrupting my peace of mind of 40 years that I've been in there? It's been ok my wife's family for an additional 40. I mean, you'll see me now and you'll see me later, but I'll be a stickler.

Once we start getting some berms, some public interest, getting some more people involved, not with a public meeting up here at the library where Catholic Housing was there, another party from the neighborhood speaking on his parents' behalf, but I've knocked on some doors around.

I need to get the thing out in Spanish and maybe move it to their competitor, which is Bethel Neighborhood Center that they've done some improvements. I'm sure they'd open up an area to where the membership or the taxpayer could come in and see what's going on with this master plan. I'm yet to find out what this master plan is for what this development. I think he gets a tenant, finish type, occupancy license because I've never seen a building permit, but maybe those are things of the past. Thank you.

Mayor Alvey asked anyone else present like to speak in opposition? Seeing none, I'll close the public comment.

Mayor Alvey asked any members of the Commission have questions or comments.
Commissioner McKiernan.

Commissioner McKiernan said thank you, Mr. Mayor. Excellent, we're making some contacts right there. Mr. Palmerin, first of all, I want to thank you for the work that you've done in the past on that block and in that neighborhood to keep it up. It's very much appreciated. We know that there have been some challenges with many of those properties there. It seems as if we're talking about two separate but related issues here. First is the issue of vacation of the North 6th St.

Trafficway and second is the issue of the potential for a future development on that site. I want to make sure we keep those separate because the only thing that we're considering here tonight is the vacation of the 6th Street Trafficway. As we look at that, I have my own map that I've color coded so I can keep all the parcels separate in my head. But I think because when we vacate 6th Street, there will be a curve that will continue effectively from the corner by where your parcel is right there where the hand is, and it will continue on across. There will certainly be opportunity for everyone who parks there now to continue to park, so anybody who's on the North 6th Street Trafficway will still have access to it.

I've talked with, and I saw our county engineer was here a moment ago, and we have had several discussions. Correct me if I'm wrong that there is a continuing concern that where Calvin and North 6th Street Trafficway both dumped into 7th Street, that because it is so close to the intersection, there could be some safety concerns, and have been some safety concerns with cars entering 7th Street Trafficway from those two streets before vacating this and moving everybody up to Simpson would give us a little bit more of a break between cars that are turning on to 7th Street and the 7th and Central intersection. It might end up making it a little bit safer over there.

Now, having said that, I do favor the vacation of North 6th Street Trafficway, because of the reasons that were presented in terms of both safety and the potential for future development. But speaking about the future development, that'll be a separate thing. We, collectively, have to make sure that the developer, whenever that occurs, follows all applicable laws and is a good neighbor above all things; is a good neighbor to all of us, so that's going to be on us. That's going to be on us when that eventually comes back and I have no idea what it's going to look like or when it's even going to come, but when it does, we need to make sure that it is a development that complements the community and treats everybody around it as a good neighbor. So that's what I would say. With that, I would move that we approve the decision of the Planning Commission to vacate North 6th Street Trafficway.

Action: **Commissioner McKiernan made a motion, seconded by Commissioner Townsend, to approve Street Vacation Application #S-2020-4, subject to the stipulations.** Roll call was taken on the motion and there were ten “Ayes,” Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

PLAN REVIEW APPLICATION

ITEM NO. 1 – 201153... PLAN REVIEW APPLICATION #PR-2020-1 - TED MCANANY WITH ASPHALT SALES COMPANY

Synopsis: Preliminary and final plan review for an asphalt manufacturing facility at 2751 South 88th Street, submitted by Robin Richardson, Director of Planning. This will consist of equipment, processing, and material storage. The Planning Commission voted 7 to 0 to recommend approval of Plan Review Application #PR-2020-1, subject to:

Urban Planning and Land Use Comments:

General Planning:

1. Review and respond to the attached comments from Conservation District.
2. This site is located within the 100-year floodplain. A floodplain development permit is required for all proposed construction or other development. Contact Tony Sabljak at 913 573-8664 or tsabljak@wycokck.org for floodplain permit application and requirements.
Applicants Response: Communication with Tony Sabljak and Kim Portillo regarding floodplain permitting has been ongoing throughout the site planning process. We have obtained a copy of the floodplain development permit application. Further, we have received approval from FEMA for a Conditional Letter of Map Revision based on Fill (CLOMR-R) for a mete and bounds area located within the project boundary. This mete and bounds area and description can be found on the metes and bounds map sheet Gen02. The notification of conditional approval is included with this submittal.
3. Sec. 27-552 states that the storage or processing of materials within the special flood hazard area that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal, or plant life is prohibited. Material storage areas must be elevated to be out of the Special Flood Hazard Area 100-year floodplain.
Applicants Response: No materials will be processed or stored within the special flood hazard area that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal or plant life. As shown on the grading plan sheet G01 and the metes and bounds map sheet Gen01, the site will be graded so the asphalt plant equipment and material stockpile areas will be elevated above the Base Flood Elevation (BFE). The base of the cold feed bins will be the only article of equipment erected below the BFE; however, the bins holding aggregate material will be situated higher than the BFE.
Staff Comment: Any structure, along with attendant utility and sanitary facilities, must be dry floodproofed to a minimum of 18 inches above the base flood elevation.
4. Per Sec. 27-317 Electrical power, telephone service, and cable television (if applicable) shall be provided by underground wiring for all new wiring provided.
Applicants Response: The electrical contractor is currently in communication with the Kansas City Board of Public Utilities (BPU) regarding electrical power configuration and installation. All new wiring will be installed underground.
5. Per Sec. 27-470(f) uses in this district require paved off-street parking at a ratio necessary to serve the employees, visitors, employees and customers who may be on the premises. In no

case shall less than one space for each 500 square feet of building area be provided. Indicate which buildings will be occupied and the total square feet of occupiable space.

Applicants Response: The only building that will be occupied during operation of the asphalt plant will be the Command Control Center located east of the proposed truck lane and southeast of the storage silos. The total area of occupiable space is approximately 200 ft squared. Two paved off-street parking spaces for employees/visitors will be designated on the east side of the Command Control Center, parallel to the building. The location of these parking spaces has been added to the site plan sheet SP01.

6. Applicant must obtain approval for septic use from the Unified Government Health Department.

Applicants Response: A septic system is no longer planned for use for this site. Please refer to the Sanitary Sewer comment response under Engineering Comment Responses.

Landscaping and Screening:

1. No equipment, material or vehicles, other than motor passenger cars, may be kept, parked, stored or displayed closer than 25 feet to a street line unless such area is screened from the street by a solid fence or other obstruction, set back not less than six feet from the street line and not less than three feet in height.

Applicants Response: No equipment, materials or vehicles will be parked, stored or displayed within 25 feet to the street line. Please refer to the site plan sheet SP01 for off-street parking designation and material storage areas.

2. All accessory materials and products such as lumber, steel and other metals and concrete products that have been previously used shall be totally screened from view from off the premises.

Applicants Response: All accessory materials and products will be screened from view along S. 88th St. The material stockpile area is designated on the east portion of the project area and will be screened by the plant equipment.

3. Trash enclosures must be completely enclosed by an architectural screen to a height not less than the height of the bin or container. No trash enclosures may be located in required yards adjacent to street right of way. Show location of trash enclosure on site plan.

Applicants Response: A trash enclosure area will be designated north of the north gate for a 4 to 6 cubic yard container. The proposed location of the enclosure has been included on the site plan sheet SP01. A cedar wood privacy fence will be constructed around the trash enclosure for screening. The fence will have an access gate facing east.

4. Mechanical equipment or other utility hardware whether on the ground or on a building shall be screened from public view. Such screening shall be harmonious with building design and materials.

Applicants Response: Mechanical equipment such as loaders, water trucks, and dump trucks will traverse the facility as part of plant operations. The plant structures will screen operations in the material stockpile area where this equipment will be primarily operating.

5. BPU transformer pad shall be completely screened on three sides with 6-foot junipers setback 3 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.

Applicants Response: The BPU transformer pad will be screened on the north, west, and

south sides with the door facing east. As shown on the site plan sheet SP01, the designated parking area will be adjacent to the Command Control Center away from the transformer.

6. All lighting on the property, both on the buildings and in parking lots, shall have 90-degree cutoff fixtures.

Applicants Response: The lighting on the property will have 90-degree cutoff fixtures.

7. All land area that is not covered by buildings or otherwise surfaced shall be brought to a finished grade and landscaped.

Applicants Response: The facility will be landscaped as shown on the landscape plan sheet L01 once at finished grade. The west portion of the facility will be surfaced with asphalt pavement and the plant components will be constructed on the paved portion. The eastern portion of the facility designated the material stockpile area will be subject to frequent plant equipment and vehicle traffic. All fill material will be nominally compacted during construction and maintained as necessary.

Signage:

Signage must comply with Sec. 27-720 through 27-739.

Applicants Response: The facility signage will comply with Sec. 27-720 through 27-739. A Sign Permit Application will be submitted to the Unified Government Department of Urban Planning and Land Use for all signage visible from a public street.

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 UG staff with copies of the approval and /or permit from the Kansas Department of Health and Environment (KDHE) – Bureau of Water i.e. General Permit under the National Pollutant Discharge Elimination System (NPDES) for stormwater runoff from Industrial Activity. The permit shall be required prior UG staff issue a construction permit.
 - b. Provide UG staff with copies of authorization and /or permits from the Office of the State Fire Marshall in regard to the 2000-gallon diesel above ground storage tanks.
 - c. Provide staff with copies of all applicable Federal and State permits and/or approvals which shall be required prior construction permit acquisition.
 - d. Construction plans shall meet UG standards and criteria and shall be reviewed and approved by UG prior to construction permit acquisition.
3. Comments that are not critical to engineering's recommendations for this specific submittal but may be helpful in preparing future documents: None.

Action: Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve Plan Review Application #PR-2020-1, subject to the stipulations. Roll call was taken on the motion and there were ten "Ayes," Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

MASTER PLAN AMENDMENT

ITEM NO. 1 – 201127...MASTER PLAN AMENDMENT #MP-2020-1 - NATHANIEL HAGEDORN WITH NORTHPOINT DEVELOPMENT

Synopsis: Master plan amendment from Low Density Residential and Mixed Use to Industrial at 747 North 69th Street, submitted by Robin Richardson, Director of Planning.

Action: This item was previously heard with Change of Zone Application #3213.

MISCELLANEOUS - ORDINANCES

ITEM NO. 1 – 201...An ordinance rezoning property at 4401 North 115th Street (#3183) from RP-1 Planned Single-Family District to R-1 Single Family District, submitted by Robin Richardson, Director of Planning.

Action: **ORDINANCE NO. O-2-20**, “An ordinance rezoning property hereinafter described located at approximately 4401 North 115th Street in Kansas City, Kansas, by changing the same from its present zoning of RP-1 Planned Single-Family District to R-1 Single Family District.” **Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve the ordinance.** Roll call was taken on the motion and there were ten “Ayes,” Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan

ITEM NO. 2 – 202...An ordinance rezoning property at 3301 Garfield Avenue (#3201) from R-1(B) Single Family District to R-2(B) Two Family District, submitted by Robin Richardson, Director of Planning.

Action: **ORDINANCE NO. O-3-20**, “An ordinance rezoning property hereinafter described located at approximately 3301 Garfield Avenue in Kansas City, Kansas, by changing the same from its present zoning of R-1(B) Single Family District to R-2(B) Two Family District.” **Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve the ordinance.** Roll call was taken on the

motion and there were ten “Ayes,” Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan

ITEM NO. 3 – 203...An ordinance vacating utility easements (#U/E-2019-6) at 2600 Bi-State Drive, submitted by Robin Richardson, Director of Planning.

Tracking #: 203

Action: **ORDINANCE NO. O-4-20**, “An ordinance vacating an located at approximately 2600 Bi-State, Kansas City, Kansas.” **Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve the ordinance.** Roll call was taken on the motion and there were ten “Ayes,” Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

Mayor Alvey said we're going to move to the Planning and Zoning Non-Consent Agenda, but before we do, I just want to recognize a dignitary in our presence, Mr. Chuck Stites, from Edwardsville City Council. Sorry I missed that at the beginning. I hope I didn't miss anybody else, but thank you for being here.

PLANNING AND ZONING NON-CONSENT AGENDA

SPECIAL USE PERMIT APPLICATIONS

ITEM NO. 1 – 201129...SPECIAL USE PERMIT APPLICATION #SP-2019-80 - ALEXANDER REPSHOLDT WITH AREP AND ANDERSON LLC

Synopsis: Home occupation special use permit for a short-term rental/Airbnb at 338 North 14th Street, submitted by Robin Richardson, Director of Planning. The applicant states that he will be renting out the extra rooms of his primary residence that he is not living in, as well as a room in an accessory unit on the property. The accessory unit has a separate entrance at 1405 Orville Street for guests' access. The Planning Commission voted 4 to 2 to recommend denial of Special Use Permit Application #SP-2019-80 based on the failure of the applicant to follow the staff's directions to not rent the Airbnb while the application was being held over.

Urban Planning and Land Use Comments:

1. How will you communicate with the neighbors?
Applicant Response:

- a. I have shared my phone number with my immediate neighbors so they can contact me in case of nuisances or disturbances.
 - b. 326 North 14th Street: Dohn Farley
 - c. 332 North 14th Street: Luke and Bethany Clubb
 - d. 334 North 14th Street: KC Viking Realty LLC
 - e. 336 North 14th Street: Gissell Vazquez Palacio and Felix Gonzalez Mendez
2. How will you pay appropriate lodging taxes?
Applicant Response: I shall register with the Division of Taxation at KSRevenue.org to properly pay taxes off the gross income collected from the Nightly per Room cost. Until the specific lodging tax for this property is known, at a minimum the gross combined state and Wyandotte county sales tax of 7.5% shall be charged and sent to the Division of Taxation.
3. How many rooms are rented?
Applicant Response: 3 in total. 2 in the main home and the 1-bedroom unit over the detached garage.
4. What is the maximum number of people that will be staying at any one time?
Applicant Response: 10 people.
5. What is the maximum number of vehicles and where will they park?
Applicant Response: 6 cars in total. 2 off street and 4 on the street. There can be two per side of the home as it is a corner property.
6. How often are guests in the residence?
Applicant Response: 80% of the month
7. Do you have a rental license from the Unified Government?
Applicant Response: 1st rental inspection happened on 05/23/2019 and the entire process shall be complete soon.
8. Provide a detailed description of the areas rented for AIRBNB.
Applicant Response: There are two bedrooms in the main house that shall be rented in the main house to short term renters and the private one-bedroom apartment over the detached garage. The private one-bedroom apartment has its own kitchen, bathroom, living room, and separate bedroom. The unit shall be furnished with a king size bed, a folding couch, two roll away beds, two TV's, a full kitchen set, and an office desk. Within the main home, both rooms shall have access to the common areas that include a kitchen, dining room, living room with TV, 1.5 bathrooms, and laundry area in the basement. The bedroom on the ground floor has its own private bathroom and will be furnished with a king size bed, office desk, and TV. The bedroom upstairs will be furnished with a kind size bed, TV, and office desk. Each bedroom and the common areas shall have noise monitoring units to verify the noise levels of the guests, provide a method to immediately know when noise is exceeding normal daily activity levels, and have response systems to let the guests know to become quiet so they don't disturb the neighbors.
9. Describe how you will maintain a safe environment including:
Applicant Response:
 - a. Working smoke detectors in each bedroom plus each level of the unit/house.
Each bedroom has been furnished with smoke detectors and the cleaners shall test the battery in each room between room turn overs.
 - b. GFCI outlets re required in bathrooms.
A deficiency of 3 GFCI's was found in the rental inspection and that is being corrected.

- c. Double keyed locks are not allowed.
None. were present for the rental inspection and None. shall appear later on.
 - d. Copper cannot be used for gas supply lines.
Understood, and None. were found during the rental inspection. Code compliant gas pipe throughout the home.
 - e. Windows must be operable, not blocked or boarded.
Functionality was verified through the rental inspection on May 23rd, 2019.
 - f. Handrails are required at sets of 4 or more stairs/risers
Presence of all needed handrails was verified through the rental inspection on May 23rd, 2019.
 - g. Hot water tank and furnace must be vented properly and operational
Correct installation was verified during rental inspection. Major work on the property was verified through a construction permit completion inspection in January of 2019.
 - h. Electric panel and circuits must be safe
Correct installation was verified during rental inspection. Major work on the property was verified through a construction permit completion inspection in January of 2019.
10. Will the host remain on-site while guests are staying?
Applicant Response: Yes. It is my primary residence.
 11. Provide photos of interior area where guests will stay.
Applicant Response: Photos have been provided.
Staff Response: Photos were provided by Applicant.
 12. If approved, the applicant will need to file occupation tax application with the Business License Office.
No response from Applicant.
 13. If approved, approved for one year.
No response from Applicant.

SP-2019-80 was scheduled to be heard at the July 8, 2019 City Planning Commission meeting. However, due to applicant's unresponsiveness to staff's questions and comments and their inability to host a neighborhood meeting, the Special Use Permit application had been held over three times. It has been brought to staff's attention that applicant has been engaging in short-term rentals for the past month, if not longer. Although applicant has not yet been awarded a Special Use Permit for a short-term rental, there is evidence on AirBnb's website that applicant has been advertising and conducting short-term rentals on the property in violation of the Code of Ordinances. Staff spoke to applicant on October 2, 2019 and asked him if he was renting out any rooms on the property for a time period of less than 30 days. Applicant responded that he was not engaging in any renting that would be breaking the rules. When staff asked applicant to clarify this statement, he said that he was not renting any rooms for less than a 30-day period. However, there are indicators that this was not the case. The photos of the rental unit provided by applicant are identical to photos featured in an AirBnb listing (*see Attachments: "Comparison of Photos of 338 North 14 Street/1405 Orville Street and AirBnb Listing"*). Furthermore, the listing had several reviews from September, indicating that it had already been rented out several times (*see Attachment: "AirBnb Reviews from September 2019"*). Shortly after the screenshots were captured applicant disabled the ability to book any rooms on AirBnb. When staff check the property's AirBnb page on October 10, 2019, the next allowable date to rent a room is November

7, 2019.

Update, 1/13/2020: After appearing before the City Planning Commission on October 14, 2019, Applicant met with staff on October 22 to talk about expectations of planning case applicants and good neighbors. Applicant also sent staff a letter of explanation on December 12 to better tell the process from his perspective (*see* “Attachments” section). Applicant also stated that he had one more booking left, for New Year’s Eve, which he “cannot cancel”. Staff stated that Applicant would not be in compliance with the Code of Ordinances if he hosted the New Year’s Eve group at the property. Applicant informed staff on December 16 that the New Year’s Eve booking had been canceled. However, around this time staff was informed by a neighbor that cars with Minnesota license plates had been seen parked at the house during the weekend of the November 3rd Chiefs-Vikings game, and that people had been seen walking out of the house in “[V]ikings sweatshirts” (*see* “Attachments” section). If true, this may indicate that Applicant was continuing to engage in short-term renting after being explicitly told to cease all short-term rentals until he has been awarded a Special Use Permit. As of January 6, 2020, the property’s AirBnb account is no longer viewable. However, report of at least one instance of continued short-term renting gives the appearance that Applicant willfully ignored the instructions of the Planning Department and the City Planning Commission. Staff’s recommendation remains the same as it was at the October 14, 2019 City Planning Commission meeting.

Rob Richardson, Director of Planning, said alright, we have three items on the planning and zoning non-Consent Agenda Item Number one is special use permit application SP-2019-80. Alexander wrestled with our EP and Anderson LLC for a short-term rental/Airbnb at 338 North 14th Street, Planning Commission voted 4 to 2 for denial, I’ll ask staff to make some opening remarks. Thank you, Mr. Mayor, this home is right on the corner and overlooks the playground of the church there in the neighborhood and that was the focus of the neighborhood opposition to this and having folks coming in and out on a regular basis. It’s different than a long-term renter and that they would not have to be changed their sex offender registration just to be in an Airbnb but if they’re going to live their long term, they would have to. So, the folks in the neighborhood were concerned about the children being right there and having somebody being able to look out the window over the playground without having any background check. They were also concerned with how the applicant had conducted themselves in the past because they operated without a permit, for a little bit. I think the applicant is here and would probably like to make a

presentation, thank you. I'd ask the applicant to come forward to present his application.

Erik Andersen, 334 N. 14th St., said the next permit that you're going to talk about. So, with Alex, there was some reservations that had been made and when we realized that we needed to have this permit process completely finished, and there's been technical issues preventing it from successfully being live with 30 DAY PLUS bookings. The, the listing was then taken down until for the thing from October until now. One of the issues that came up was that that the reservations that had already been made were not cancelled. As a host, you get some pretty harsh penalties when you cancel reservations that are already made. That was that was one of the issues that had come up. No further bookings had been taken since October, that October meeting, but that was what had occurred.

Mayor Alvey said I asked to open the public hearing? Is there anyone president would like to speak in favor especially use permit? SP-2019-80? If so, please step to the podium at this time and give us your name and address for the record if three minutes

The house in question in front of what it would actually be the short-term rental because it's actually just the garage apartment behind the house, that would be the short-term rental not the house itself technically.

Erin Hart, 338 N. 14th St., the house in question in front of what it would actually be the short-term rental because it's actually just the garage apartment behind the house, that would be the short-term rental not the house itself technically. Not much to say was same thing that Erik said but now we are fully compliant and the only we do have a standing right now but it is over 30 days day stay. 51:50 inaudible compliant. All the listings that we currently have up are now they say they have to be 30 days plus and that if an error occurs where someone does try and but less than 30 days and we just cancel it.

Mayor Alvey said anyone else present who'd like to speak in support? Seeing none. Anyone president like to speak in opposition?

Commissioner McKiernan said apologies to everybody in this room, you're going to get tired of hearing from me tonight. First of all, we've had this discussion about Airbnb as before that there are many pros and there are many cons to Airbnb, and no city in the United States is immune from controversy about them, nor has anybody come to a common decision on how to best manage them. In this case, my one big concern about all of this is that I sat with the two of you back at the first of October, and you both look me in the eye and you both said, No, you didn't have any bookings. You weren't going to have any guests and I understand that you both did still have but after you were contacted by Mr. Richardson's, you didn't have any more but there were still some at 338. That is, to me, that is not acceptable that you look at me and say yeah, when the answer is no. That you don't, you're not upfront and truthful, truthful with me because I think we probably could have worked through it at that point. But at this point, I'm going to ask Mr. Richardson, Mr. Richardson if the applicants at 338 were to decide to apply for a special use permit again in the future with a new application, would that be accepted?

Mr. Richardson said if it's denied this evening, they would have to wait for a year. **Mayor Alvey** said would have to wait for a year. **Mayor Alvey** said based on what I just said, I move that we uphold the decision of the Planning Commission to deny Special Use Permit.

Action: **Commissioner McKiernan made a motion, seconded by Commissioner Kane, to approve recommendation for denial of Special Use Permit Application #SP-2019-80.** Roll call was taken on the motion and there were ten "Ayes," Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

ITEM NO. 2 – 201130...#SP-2019-81 - ERIK FRANK ANDERSON WITH KC VIKING REALTY, INC.

Synopsis: Home Occupation Special Use Permit for a short-term rental/AIRBNB at 334 North 14th Street, submitted by Robin H. Richardson, Director of Planning. The applicant is requesting a Special Use Permit to operate a short-term rental/AIRBNB. Applicant states that he will be renting out the extra rooms of his primary residence that he is not living in. The rental includes the entirety of the third floor of the residence. The Planning Commission voted 5 to 1 to recommend approval of Special Use Permit Application #SP-2019-81 for six months subject to: Urban Planning and Land Use Comments:

1. How will you communicate with the neighbors?

Applicant Response: I have shared my phone number with my immediate neighbors so they can contact me in case of nuisances or disturbances.

- a. 326 North 14th Street: Dohn Farley
 - b. 332 North 14th Street: Luke and Bethany Club
 - c. 336 North 14th Street: Gissell Vazquez Palacio and Felix Gonzalez Mendez
 - d. 338 North 14th Street: AREP and Andersen LLC
2. How will you pay appropriate lodging taxes?

Applicant Response: I shall register with the Division of Taxation at KSRevenue.org to properly pay taxes off the gross income collected from the Nightly per Room cost. Until the specific lodging tax for this property is known, at a minimum the gross combined state and Wyandotte county sales tax of 7.5% shall be charged and sent to the Division of Taxation.

3. How many rooms are rented?

Applicant Response: 2 rooms.

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

Applicant Response: 8 people.

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

Applicant Response: 5 vehicles and they will be parked off-street.

6. How often are guests in the residence?

Applicant Response: 80% of the month.

7. Do you have a rental license from the Unified Government?

Applicant Response: Yes. Rental license number # 17990-00443.

8. Provide a detailed description of the areas rented for AIRBNB.

Applicant Response: There are two bedrooms within the main house that shall be rented for short term guests, and the guests shall have access to the common areas. The common area includes the kitchen, living room with TV and couch, pool table room, dining room, 1.5 bathrooms, and off-street surface parking for 5 cars. The private room on the 3rd floor covers the entire floor and has its own private bathroom, balcony, and two walk-in closets. The room is 33 feet long and varies in width, but is 14 feet wide, 8 feet wide, and 10 feet wide at different parts of the room. The room shall be furnished with a king size bed, a folding couch, two roll away beds, two TV's and an office desk. The private bedroom on the 2nd floor for short term guests is 10 feet by 13 feet. This room has a closet, two windows, and access to the shared bathrooms. This room shall be furnished with a king size bed, TV, and office desk. Each bedroom and the common areas shall have noise monitoring units to verify the noise levels of the guests, provide a method to immediately know when noise is exceeding normal daily activity levels, and have response systems to let the guests know to become quiet so they don't disturb the neighbors.

9. Describe how you will maintain a safe environment including:

Applicant Response:

- a. Working smoke detectors in each bedroom plus each level of the unit/house
 - i. Each bedroom has been furnished with smoke detectors and the cleaners shall test the battery in each room between room turn overs.
- b. GFCI outlets re required in bathrooms
 - i. Verified to be present through rental inspection.
- c. Double keyed locks are not allowed
 - i. Understood and Verified to be absent through rental inspection.

- d. Copper cannot be used for gas supply lines
 - i. Understood and Verified to be absent through rental inspection. Code compliant pipes are present throughout the home.
 - e. Windows must be operable, not blocked or boarded
 - i. Functionality verified to be present through rental inspection.
 - f. Handrails are required at sets of 4 or more stairs/risers
 - i. Presence verified to be present through rental inspection.
 - g. Hot water tank and furnace must be vented properly and operational
 - i. Verified to be present and functional through rental inspection. Major repairs performed March 2017.
 - h. Electric panel and circuits must be safe
 - i. Verified to be present and functional through rental inspection. Major Repairs performed March 2017.
10. Will the host remain on-site while guests are staying?
Applicant Response: Yes. It is my primary residence
11. Provide photos of interior area where guests will stay.
Applicant Response: Photos have been provided via link to the property's AirBnb listing
Staff Response: Applicant sent the link to two rooms on the property which he stated were for short-term rentals.
12. If approved, the applicant will need to file occupation tax application with the Business License Office.
 No response from Applicant.
13. If approved, approved for one year.
 No response from Applicant.

SP-2019-81 was scheduled to be heard at the July 8, 2019 City Planning Commission meeting. However, due to applicant's unresponsiveness to staff's questions and comments and their inability to host a neighborhood meeting, the Special Use Permit application had been held over three times. It has been brought to staff's attention that applicant has been engaging in short-term rentals for the past month, if not longer.

Although applicant has not yet been awarded a Special Use Permit for a short-term rental, there is evidence on AirBnb's website that Applicant has been advertising and conducting short-term rentals on the property in violation of the Code of Ordinances. Staff spoke to applicant on October 2, 2019, at which time he admitted that he had been renting rooms to guests for a period of less than 30 days. Applicant has also told staff that he has one more guest staying for 3 weeks who was scheduled to arrive before the end of October. Staff told applicant that he cannot rent to any guests before he has acquired a Special Use Permit for short-term rentals. Furthermore, there are guest reviews for two separate rooms on the property dating back to June 2019. Some reviews were negative, which negates the point of having family members pretend to be guests and write good reviews, as the applicant claimed was the reason there appeared to have been guests at the property before the Special Use Permit had been issued.

Applicant provided staff two links to AirBnb listings for separate rooms on the property. However, when staff later tried to capture screenshots that demonstrated the property's listing on AirBnb was operational, Applicant disabled the ability to book any rooms through AirBnb. When staff check the property's AirBnb page on October 10, 2019, the next allowable date to rent a

room is November 7, 2019.

Update, 1/13/2020: After appearing before the City Planning Commission on October 14, 2019, Applicant met with staff on October 22 to talk about expectations of planning case applicants and good neighbors. Staff has not had contact with Applicant since this meeting. As of January 6, 2020, the property's AirBnb account is still viewable but has been restricted to allow only bookings of 30 days or longer. This appears to be consistent with staff's previous requests for Applicant to cease all short-term rental operations until the Special Use Permit is awarded. However, staff still expresses concern for how Applicant has handled the application process and conducted himself with staff, neighbors, and the City Planning Commission. Simply refraining from continuing to engage in illegal short-term rentals alone does not sufficiently indicate that Applicant's is sincere in his actions. Staff's recommendation remains the same as it was at the October 14, 2019 City Planning Commission meeting.

Public Works Comments: None.

Rob Richardson, Director of Planning, said this house is just two doors down. While we had some of the same issues with this property related to operating without a permit and continuing to operate without a permit after they were told not to do that. At the end of the neighborhood, since this house you can't see the playground from this house, the neighborhood said that they essentially didn't really have an objection to this one. So, it comes to you with a split vote recommending in favor of approving this particular property.

Mayor Alvey said thank you. I'd ask the applicant to come forward to present the application. Please state your name and address for the record.

Erik Andersen, 334 N. 14th St., said I do recognize fully that mistakes were made in the process of applying for this permit, and for operating for a period of time with accepting bookings when we shouldn't have. I will say I made some bonehead mistakes. I thought that it was okay to operate while during the application process—when the conversation happened in October that I needed to stop any and all bookings and reservations and so forth. If there was to be anything, it would be 30 days plus so that way it would still be on the long-term rental permits that we had. I had no more reservations.

I know we already talked about 338. From there, at least for my house, I've not had any other issues. I've been following recommendations, and at the end of last meeting, it looked like the agreement was to give me a six-month trial run and see how well I can follow the rules. I'm

listening. I'm going to do my best to follow the letter of the rule that you guys put down tonight. Whichever way you go, going to make sure to check in with him, really double check and follow what I'm told.

Mayor Alvey asked anyone present—would like to open the public hearing; anyone present who would like to speak in favor of this petition? Seeing none, anyone present who would like to speak in opposition? Seeing none, I'll close the public hearing and entertain questions and comments from the Commission.

Commissioner McKiernan said, Mr. Anderson, thank you for being here. Thank you for listening. I have known that you have been in our neighborhood now. Your situation is different than 338. You have been in the neighborhood for a period of, I believe, three years now. **Mr. Andersen** said come March, three years. **Commissioner McKiernan** said okay, so three years, offering long-term rentals instead of short-term rentals and you have been a good neighbor to the best of my observation in those three years. There haven't been any issues with tenants of your building. There haven't been any issues with code violations on the exterior of your building. There haven't been any issues and you have demonstrated to me, at least, that you are a responsible property manager and property owner with respect to your property. With that, I would move that we approve the recommendation of the Planning Commission to approve the special use permit.

Action: **Commissioner McKiernan made a motion, seconded by Commissioner Kane, to approve Special Use Permit Application #SP-2019-81 for 6 months, subject to the stipulations.** Roll call was taken on the motion and there were ten “Ayes,” Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan

ITEM NO. 3 – 201131...SPECIAL USE PERMIT APPLICATION #SP-2019-97 - DAMON DOWNS WITH DOWNS TRUCKING COMPANY

Synopsis: Special use permit to park two heavy dump trucks on vacant residential property overnight at 4510 Parkview Avenue, submitted by Robin Richardson, Director of Planning. Currently, the lot is zoned single family residential. The applicant stated in their application that

there are future intentions to build a home on this property. The property owner has indicated that the trucks will leave the location at around 6:30 am on a workday and return around 4:30 pm.

The Planning Commission voted 6 to 1 to recommend denial of Special Use Permit Application #SP-2019-97, for the reasons outlined in the staff report.

Urban Planning and Land Use Comments:

1. Please provide a picture of the site on which the trucks will be located.
2. What days will you be working?
Applicant Response: I generally work construction seasonally, and weather permitting April-November. Monday-Saturday, 6:30am-5:30pm.
3. Is the surfaced paved?
Applicant Response: Spot is paved with asphalt where trucks are parked.
4. Do the trucks need to be turned on and warmed up for a period of time before use?
Applicant Response: Trucks need to idle 5-10 minutes for air pressure buildup.
5. How will the trucks be positioned on the lot? Will they always be backed in as seen in the provided photos?
Applicant Response: Trucks parked front/East positioning backed in.
6. Is there a timeframe for when you plan on building a residence on this property?
Applicant Response: I don't currently have blueprint/timeframe for house or shop building, but financing allowed a house on property is my goal

Public Works Comments: None

Business Licensing Comments:

Applicant filed an occupation tax application (2016-2018) for the business office operations at another address but has not maintained its current and is delinquent. We would oppose the special use permit if the business fails to file a current occupation tax and maintain it for this and future years.

Staff Conclusion:

The only way in or out is through a neighborhood and that is not appropriate.

Rob Richardson, Director of Planning, said the request to park the heavy equipment, the dump trucks in this area, requires them to drive through residential areas on streets that aren't the greatest in all cases. It's really not, in staff's view, an appropriate place for that kind of activity and there are other places in the community where they can park those. The Planning Commission has recommended denial 6 to 1.

Damon Downs, 5348 Haskell, said I don't know if I'm really petitioning, I didn't really know exactly; I just own that property. I kind of told them whatever the city asked me to do on that, it is

a residential. I presented to them that it—there is a neighborhood. I'm trying to think of what type of neighborhood that is, but I'm on a dead-end street down there off of Leavenworth Road. I stay on the backside of the horseshoe residents. So, if they say it's not a liable place for trucks, I'm okay with that. I'll find somewhere else to park them. If they say it's okay—the city owns about nine acres, eight acres behind me on a dead-end street there. This is where I'm at.

Mayor Alvey asked is there anyone present who would like to speak in support of this application? No. Is there anyone present who would like to speak in opposition? Seeing none, I'll close the public hearing.

Mayor Alvey said now, Commissioners, we do have these marked correctly. Temporary but they work.

Commissioner Townsend said, Mr. Downs, can you come back to the podium. I just have one quick question, or maybe two. I'm curious. It wasn't in our materials. What is the purpose of your trucks? What do you do with these trucks? **Mr. Downs** said haul asphalt for Fahey Asphalt. **Commissioner Townsend** said since I've been on the Commission, the movement has been, and I agree with this movement, to preserve residential areas, the tenor design of them for residential purposes. Your statements made it kind of easy for me tonight, and I appreciate your attitude about it, but it's not consistent where we have been going in the last 5 to 6 to 7 years with this. I'm hoping that you can find someplace else. You've just about said as much. I saw in here where you wanted to build. If you want to use that land, your land for that purpose that's compatible, that would be my recommendation to you. Good luck with that.

Mr. Downs said can I ask this question. On acquiring more land, can you change it at a later date to a zoning different for agriculture or something like that, or basically that won't be...**Mayor Alvey** said I think this is something to work out.

Commissioner Townsend said the answer to this is maybe yes, maybe no; depending on what it is. We don't have enough specifics, but Mr. Richardson would be happy to talk specifically with you about that. **Mr. Downs** said more so because of the residential.

Commissioner Bynum said, Mr. Downs, just a quick comment. I had in my mother's neighborhood, which is purely residential, we had a gentleman who had the same situation. Of course, parking the big truck in the residential area was not appropriate for the area, but he was able to find another location that wasn't that terribly far away and it's in the Leavenworth Road area. I think there's going to be some options for you with another location for your truck that's not too terribly far away, so just kind of to let you know that I think this can be worked out for you. Not on your property, but in another location.

Damon Downs said the only thing we run into with the trucks that size or when they're over 12,000 is it has to be like in an industrial like zones. **Commissioner Bynum** said okay, perhaps you can leave your phone number with staff and we can chat about that. **Mr. Downs** said okay, some other places. **Commissioner Bynum** said thank you, okay.

Action: **Commissioner Townsend made a motion, seconded by Commissioner McKiernan, to approve recommendation for denial for Special Use Permit Application #SP-2019-97.** Roll call was taken on the motion and there were ten "Ayes," Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

REGULAR CONSENT AGENDA

Mayor Alvey said that concludes the Planning & Zoning portion of tonight's meeting, we now move to the regular portion of our agenda. Does any member of the Commission or the County Administrator wish to set aside any item on the Regular Consent Agenda? If an item is not set aside, all items on the Regular Consent Agenda will be voted on by one vote.

Action: **Commissioner McKiernan made a motion, seconded by Commissioner Johnson, to approve the Regular Consent Agenda.** Roll call was taken on the motion and there were ten "Ayes," Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

ITEM NO. 1 – 201109...RESOLUTION: COMMISSION MEETING SCHEDULE

Synopsis: A resolution establishing the Unified Government Commission and standing committee meeting dates and times for February 2020 - January 2022, submitted by Bridgette Cobbins, Unified Government Clerk.

Action: **RESOLUTION NO. R-2-20**, “A resolution establishing the schedules of meeting times for the standing committees of the Unified Government Commission and for the Unified Government Commission through January 2022.” **Commissioner McKiernan made a motion, seconded Commissioner Johnson, to adopt the resolution.** Roll call was taken on the motion and there were ten “Ayes,” Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

ITEM NO. 2 – 205...PLAT: KCK FOODIE PARK

Synopsis: Plat of KCK Foodie Park located at 47th & Orville Avenue, being prepared for the Unified Government of Kansas City/Wyandotte County, Kansas, submitted by Brent Thompson, County Surveyor; and Troy Shaw, County Engineer.

Action: **Commissioner McKiernan made a motion, seconded by Commissioner Johnson, to approve and authorize the Mayor to sign said plat.** Roll call was taken on the motion and there were ten “Ayes,” Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

ITEM NO. 3 – 206...PLAT: WEST RIDGE ESTATES FIRST PLAT

Synopsis: Plat of West Ridge Estates First Plat located at Hollingsworth Road and 115th Street, being developed by Choyce LLC, submitted by Brent Thompson, County Surveyor; and Troy Shaw, County Engineer.

Action: **Commissioner McKiernan made a motion, seconded Commissioner Johnson, to approve and authorize the Mayor to sign said plat.** Roll call was taken on the motion and there were ten “Ayes,” Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

ITEM NO. 4 – MINUTES

Synopsis: Minutes from regular sessions of December 12, 2019, and January 9, 2020; and special session of January 9, 2020.

Action: **Commissioner McKiernan made a motion, seconded Commissioner Johnson, to approve.** Roll call was taken on the motion and there were ten “Ayes,” Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

ITEM NO. 5 – WEEKLY BUSINESS MATERIAL

Synopsis: Weekly business material dated January 9, 16 and 23, 2020.

Action: **Commissioner McKiernan made a motion, seconded by Commissioner Johnson, to receive and file.** Roll call was taken on the motion and there were ten “Ayes,” Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

PUBLIC HEARING AGENDA

ITEM NO. 1 – 1912...PUBLIC HEARING/RESOLUTION: PREMIER INVESTMENTS LLC IRBs

Synopsis: Conduct a public hearing to consider a resolution of intent to issue IRBs in an amount not to exceed \$5,500,000 for the benefit of Premier Investments LLC, submitted by Katherine Carttar, Economic Development Director. An IRB application was submitted by Premier Investments to finance the costs of acquiring, constructing, improving and equipping an industrial facility located at 1101 S. 5th St. for the benefit of Premier Investments, LLC. On January 21, 2020, the Economic Development and Finance Standing Committee, chaired by Commissioner Burroughs, voted unanimously to approve and forward to full commission.

Doug Bach, County Administrator, said tonight we're excited to bring forward a project which really is a long time in the works. It comes from a time when we had identified a parcel of property that was tax delinquent in our community. It was a defunct warehouse building that was no longer

being used. We were able to move this property through our land bank and get into the hands of a developer and community to turn it into something. They upheld the terms of our agreement initially, demoed the property and are now here to come forward with their project that they're doing to build it knew. With that I will recognize our Director of Economic Development, Katherine Carttar, and let her present the project for we request moved to the public hearing, discard.

Katherine Carttar, Director of Economic Development, said as Doug Bach just mentioned, so this has been a somewhat to the storied parcel and I'm going to go into a little bit of the back history of where we've come. Also, talk a little bit about the company that is coming in and wants to do some pretty cool things here. Premier Investments, they're a family owned and managed company.



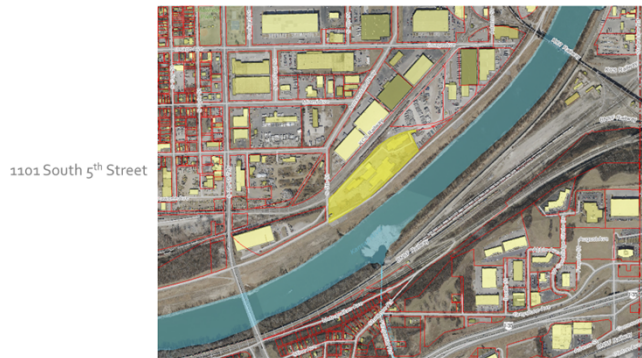
- Premier Investments
 - Family owned and managed
 - Headquartered in KCK
 - More than 3 million square feet of industrial space in Armourdale
- Last major project was the 170,000 square foot building at 500 Osage
- Speculative buildings are ideal for new distribution of manufacturing

They're here tonight if you have any questions after this presentation. They've been headquartered here, I believe, somewhere over 50 years, not sure exactly how many of those years, but it's been a while. They have over 3 million square feet industrial space in Armourdale. Their last building, which you can drive by, you can see kind of how very well it has been kept and looks really good from the outside and as a resident in the area, I can see how even though these are spec buildings that are built, they're sought after for distribution and manufacturing.

500 Osage, Kansas City, KS



So, here's one now that's up and running, 500 Osage.



Then the property in question tonight is 1101 South 5th Street.

Previous Use – Midwest Cold Storage



This is an area, you may remember, had the Midwest Cold Storage. This is what that looked like just about a year ago, before Premier Investments purchased this property and demolished this building that was literally falling down. By having this demolished, we've already seen some benefits. This was an area that was there, was a lot of calls for service, so already seeing benefits.



Here is a rendering of the property that they're proposing on this site, very similar to what you saw with their other buildings.

Project Overview

- 1101 South 5th Street
- Building a 80,000 square foot speculative building
- 100 New Jobs
- \$5,500,000 Capital Investment
- Premier Investment has invested heavily into adjacent business park
- Site Challenges:
 - Initial demolition costs (Premier Investment has invested \$750,000 to demolish existing structure)
 - Active rail line to cross to access the site
 - Active metal recycling facility adjacent the site
 - Site Dimensions/setbacks

This will be about an 80,000 square foot speculative building, looking at roughly 100 new jobs. This is a \$5,500,000 capital investment. As I mentioned, this is a company that has strong roots in the area, they have strongly heavily invested in the adjacent business park. Additionally, there are a number of site challenges to this place. We've got, there was the initial demolition costs, as well as an active rail line, as well as some partners or neighbors around there that are good neighbors, but also not necessarily the best in terms of kind of marketing a site to new companies. As well as the site dimensions and setbacks, it's a very narrow site and there's some railroad property nearby which does make it a bit challenging to get a good size building on there.

Project Overview and Impact

Type	Project Totals	Impact
Capital Investment	\$5.5M	\$5.1M Building Construction \$400K Land Acquisitions
Permanent Employment	100 New jobs	50 Initially with an additional 50 created ultimately
Blight Remediation	\$750K	Demolition of the previous building on site

80% abatement for 10 years

With these items that I've just mentioned, we recommended an 80% abatement for 10 years.

Tax Impact of Expansion Project

Overview	Tax Impact
Current Taxes Collected Annually	\$16,023
Projected Annual Taxes during Abatement (Years 1-10)	\$50,739
Projected Annual Tax after Abatement (Year 11)	\$253,696

Taxing jurisdictions receive an average 23% return on investment.

Currently, the taxes, it has been in the Land Bank for quite some time, but currently taxes are about \$16,000 a year. During the abatement period, we're looking at closer to \$51,000 and then starting in year 11, we're at a quarter million dollars. We see this as a good plan to get a property that has not been used, that has been an issue for many years back into paying taxes and good use as well as we do a cost benefit analysis for all industrial revenue bond projects, and this had an average of 23% return on investment for all the taxing jurisdictions.

For Consideration:

- Public Hearing
- Resolution of Intent to issue IRB's in the amount not to exceed \$5,500,000 for the benefit of Premier Investments, L.L.C.

Tonight, we have a public hearing as well as a resolution of intent to issue the IRBs.

Mayor Alvey said I will now open the public hearing. Is there anyone present who would like to speak in favor of this item?

Greg Kindle, President of the Wyandotte Economic Development Council and a resident of KCK, said I'm here in support of this request. As has been noted by Katherine, this site had been in property tax arrears for many years. It was an eyesore. Power had been cut off to the property and it was a heaven for transients. Premier Investments bought the property and immediately invested \$750,000 to demolish the building and clean at the site. There are three active railroad tracks to cross in order to access the site which does have a limitation on the number of clients that'll be interested in the location. Because of those setbacks, there is significant limitation in terms of being able to expand the site.

The proposed development invests \$5.5M into the community, creates significant net new property taxes even during the incentive period, and creates additional job opportunities. I do want to point out that Premier Investments isn't just another development company, they are a local family. The Wilhite's, their offices are in the middle of the development. They are engaged in the community. They retain ownership of these buildings and they're reproachable by their clients.

We make about 150 retention calls annually with a number of them in that park there in Armourdale and consistently their clients speak well of them, the facilities and the quality of the interactions they have with Wilhite's. That means a lot to us when it comes to retaining good companies. That long term ownership of quality buildings is meaningful and weighs heavily on our support for this request, slightly beyond the normal policy. It is for these reasons that we encourage you to support this request as well.

Mayor Alvey said thank you, Mr. Kindle. Anyone else present that would like to speak in support? Seeing none, anyone present would like to speak in opposition? Seeing none, I will close the public hearing.

Commissioner McKiernan said first of all, I would like to thank the Wilhite's for their continued investment in Kansas City, Kansas and Armordale. Your presence is a real positive for us as you bring lots of jobs into our community and you bring lots of tax revenue into our community and we appreciate both of those things. As Katherine said, the day that you demolished this building you improved that site because when you used to look up blight in Wikipedia, that building, the old Cold Storage building is probably the picture that popped up, because it absolutely put a negative strain on everything around it. So, thank you for that. I hope everybody appreciates that building a building on spec means you don't have anybody who is yet committed to move in there, but you're going to build the building anyway because your track record is so good that you are able to find tenants and fill those buildings and I thank you for that.

Although I know that we very often need to give incentives to get new development, I'm not wild about giving a 100% incentive or abatement because even the best new development puts strain on the infrastructure around it, and that's why I am thrilled that your development will pay additional tax dollars from day one, you will materially contribute to supporting the infrastructure that supports you and I really appreciate that.

Action: **RESOLUTION NO. R-3-20**, "A resolution determining the intent of the Unified Government of Wyandotte County/Kansas City, Kansas, to issue its industrial revenue bonds in the amount of approximately \$5,500,000 to finance the costs of acquiring, constructing, improving and equipping an industrial facility for the

benefit of Premier Investments, L.L.C., and its successors and assigns.”

Commissioner McKiernan made a motion, seconded Commissioner Johnson, to adopt the resolution. Roll call was taken on the motion and there were ten “Ayes,” Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

ADMINISTRATOR'S AGENDA

ITEM NO. 1 – 204...PRESENTATION/TWO ORDINANCES: PROPOSED STORMWATER RATE TRANSITION

Synopsis: Presentation on proposed recommendations to the current stormwater fee, which would fairly and adequately fund the maintenance and enhancement of stormwater infrastructure like inlets, culverts, underground pipes, and roadside ditches, submitted by Jeff Fisher, Executive Director of Public Works. Action is requested on the following ordinances:

- An ordinance amending the current Storm and Surface Water Utility ordinance to allow for the stormwater utility fee to be based on impervious areas
- An ordinance amending the current Storm and Surface Water Utility fee from a monthly flat rate to a monthly fee that is based on impervious areas and setting the stormwater utility fees for 2021 to 2025.

On January 9, 2020, the Commission received presentation and held a public hearing on this matter. Action was deferred to a later Commission meeting.

Commissioner McKiernan said, Mr. Mayor, what I would ask at this time is I think it would actually be appropriate if we did hear a presentation from Public Works on this and I'm getting to my notes right here. I know that we recently, who are inside have recently been presented with another possible option. First of all, let's back up just a little bit. First of all, we all know and I think we all understand that the issues related to improving our management of stormwater runoff directly affect the quality of life for many, if not all of us. I think we further understand that the cost of improving our management of that stormwater is not going to be trivial, and that we all are going to have some measure of responsibility for helping achieve shared improvement. The last time that Public Works was ahead of us they presented us with three options. That was a flat fee option and

option number one, which was based, your new fee was based entirely on a multiplier on the square footage of impervious area that were calculated for your parcel.

Then in option two, which still use square footage as the baseline calculation, but broke all the properties into 13 tiers or 13 groups. Since that time, because several of us had expressed some concerns with both of those options that while option one may be the more equitable, that for many people, option two is the more affordable, not for all, because of that inequity, but for many, and so Public Works has come up with another alternative for us to consider. I personally still think that option one is the most equitable, but I think that this new alternative that they have come up with, and so far shared only with us internally, is probably the more palatable because over 94% of the parcels in Wyandotte County will actually experience a very, very small increase in their stormwater fee.

Having said all that, because we have all just learned about this new option and because despite our best efforts to communicate out, many people are just becoming aware of the need for us to improve our stormwater system and because I still have a lot of questions about the implementation of this. I'm getting questions that I can't answer, and I don't like to vote on something where there are questions that I still can't answer. What I would suggest, Mayor, is that public—what I would move is that Public Works make a presentation presenting the new payment option to all of us tonight, but that we, as a Commission, table the decision on this item until our meeting of February 27.

Action: Commissioner McKiernan made a motion, seconded by Commissioner Townsend, to table until February 27, 2020 meeting.

Mayor Alvey said I want to ask is Public Works able to present. Okay.

Roll call was taken on the motion and there were ten “Ayes,” Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

Mayor Alvey said we'll now hear the presentation on the new proposal.

Jeff Fisher, Executive Director of Public Works, said we'll get right into the presentation. First start reminding ourselves that the primary objective of the stormwater utility is to protect life and property. It is also a mission and objective to reduce and manage impacts to the public stormwater system and the environment.



As the pictures go across the screen, I'll mention a few things.

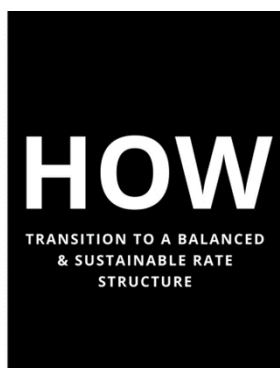


It's been our approach to this the last few years to do everything we can to maximize resources we currently have to get better at the work we need to do with what we have.

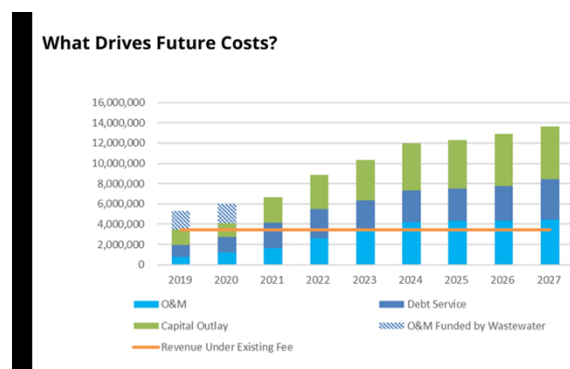


We've discussed that in past discussions regarding street preservation, that's been my philosophy. Three and a half years here now, we are going to approach a ceiling where the department cannot do much more than it is at that point.

As we mentioned the last meeting there were over 2000 work orders right now that are open and that list is growing. There's \$141M in needs and just eight basins of the 46 total we have and only \$19M of that capital is in this proposal. It's getting more expensive. It is impacting folks more and more. It is impacting quality of life in KCK.



Staff has presented a transition to a balanced and sustainable rate structure.



We've reviewed this graph together a few times and so I won't spend a lot of time and I just wanted to quickly highlight that. A really important component of that is the increased levels and commitment to maintenance and so, this allows staff to address the emergencies we currently have and will have for a while, but to be more proactive so that eventually those emergencies are minimized.

Dave Reno, Public Works Program Coordinator, said Jeff mentioned, the Unified Government has more than \$141M in stormwater needs and to begin addressing those needs staff formed an action plan. The plans cannot exist in a vacuum.



Community feedback matters and over the past year staff worked hard to ensure they not only obtained it but they created an environment where interested individuals could engage if they chose to do so.



Staff accomplish this by holding multiple open houses, meeting multiple times with the Kansas City Kansas Chamber of Commerce, running an informational video on UGTV, communicating through digital and print platforms like Facebook, NextDoor, ENews and *The Citizen* Newsletter.

Now, visualizing the outreach staff perform can be difficult but this calendar does a good job of capturing the time staff, or multiple members of staff, spent engaging the community, adjusting the program based on feedback received, reducing the capital funding, reporting to the Board of County Commissioners and sending mail to every residential address in Kansas City, Kansas. Community feedback has shaped this plan from the very beginning and is important to note that each of the options Anna will discuss tonight is consistent with opinions voiced by the community in the 2018 and 2020 citizen surveys. Both of those surveys 83% of respondents

believe it's either very important or important for the Unified Government to manage stormwater runoff.

In about 2018 and 2020 a majority of respondents also believe that property owners who generate more runoff should pay more per square foot than those who generate less runoff. If approved, the community engagement process will continue.

INFORMATION

Learn about stormwater issues and look up impervious area for property online, by phone, or in-person

EDUCATION

Dedicate resources and staff to speaking with neighborhoods, groups, and individuals about the change and why it's needed

ASSISTANCE

No one is alone. Staff will be available to provide A-Z assistance, including during pre-construction planning



Staff will help customers look up their impervious area by phone, online, or in person. Staff will speak with neighborhoods, groups and individuals about the transition timeline, and why the transition is needed and staff will assist those groups, businesses and individuals with unique situations with finding at least the least burdensome solution to implement cost saving practices.

Mr. Fisher said I'll quickly add that implementation involves a lot of manhours and money and to do all that before a rate structure is adopted, it would be like building the road or a facility before the Commission approves funding for those things. So that's why we have not started implementation.

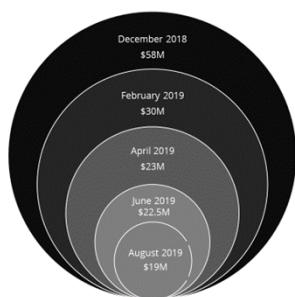
The stormwater fee hasn't changed since 2012



Rate Transition Options & Features

Scaling Down the Capital Program

Responding to community feedback



Laura Drescher, Project Manager with Burns & McDonald, said so based on the feedback that we've received over the last year, we came up with two alternative rate options and based on the feedback that we've received since January 9th, we came up with a third option. All of these options are based on impervious area, they'll all recover the same amount of revenue, and they all reflect a significantly scaled down capital program.

As Jeff mentioned, \$141M in stormwater needs were identified in eight watersheds that are considered high priority watersheds in the county. However, we originally scaled that down to a plan to address and fund just \$58M worth of projects in those eight watersheds. Based on public feedback and concern over the impact this would have on residents, we have continuously and substantially scaled back the number of projects to be funded over the study period. The proposed rates are based on the \$19M capital plan that reflects only 7 of the 12 identified projects.

Option 1 - Individually Calculated

Based on impervious area (hard surface)

	2021	2022	2023	2024	2025	2026	2027
Rate per 500 ft ²	\$0.67	\$0.88	\$1.04	\$1.22	\$1.22	\$1.28	\$1.35
Minimum Charge	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50
Percent of Parcels Not Impacted	70%	58%	43%	28%	28%	28%	28%

Option one rate structure is individually calculated monthly charge based on the rate for 500 square feet shown on the first line of this table. The minimum charge is \$4.50 per month. So, properties that have no impervious area, or no hard surface, will pay the minimum fee of \$4.50. At the bottom of this table, you can see the percentage of parcels that would pay this minimum charge through

2027. So, it starts at about 70% in 2021, and decreases over time as the rate per 500 square feet increases.

Option 2 - Tiered
Based on impervious area (hard surface)

Tier	Range (ft ²)	% Parcels	2021	2022	2023	2024	2025	2026	2027
1	0 - 2,000	42.53%	\$4.50	\$4.50	\$5.09	\$5.89	\$5.92	\$6.20	\$6.57
2	2,001 - 4,000	40.65%	\$4.84	\$4.84	\$5.48	\$6.34	\$6.37	\$6.67	\$7.07
3	4,001 - 6,000	7.39%	\$6.15	\$8.21	\$9.58	\$11.08	\$11.14	\$11.66	\$12.36
4	6,001 - 10,000	3.61%	\$9.59	\$12.82	\$14.94	\$17.29	\$17.38	\$18.20	\$19.29
5	10,001 - 20,000	2.41%	\$17.61	\$23.52	\$27.43	\$31.74	\$31.90	\$33.41	\$35.41
6	20,001 - 30,000	0.94%	\$31.92	\$42.65	\$49.73	\$57.54	\$57.84	\$60.57	\$64.19
7	30,001 - 60,000	1.14%	\$53.29	\$71.19	\$83.01	\$96.06	\$96.55	\$101.12	\$107.15
8	60,001 - 100,000	0.48%	\$99.53	\$132.97	\$155.05	\$179.42	\$180.33	\$188.86	\$200.13
9	100,001 - 250,000	0.51%	\$189.81	\$253.57	\$295.67	\$342.14	\$343.88	\$360.15	\$381.64
10	250,001 - 500,000	0.22%	\$436.30	\$582.88	\$679.65	\$786.47	\$790.47	\$827.86	\$877.27
11	500,001 - 1,000,000	0.08%	\$864.01	\$1,154.27	\$1,345.90	\$1,557.43	\$1,565.37	\$1,639.40	\$1,737.24
12	1,000,001 - 5,500,000	0.04%	\$1,844.67	\$2,464.39	\$2,873.52	\$3,325.15	\$3,342.09	\$3,500.16	\$3,709.04
13	5,500,001 +	0.00%	\$5,803.83	\$7,753.61	\$9,040.86	\$10,461.82	\$10,515.10	\$11,012.44	\$11,669.63
Percent of Parcels not impacted			43%	43%	0%	0%	0%	0%	0%

Option two is a tiered rate structure with 13 tiers based on ranges of impervious area. So again, you can see at the bottom of this table the percentage of parcels that are not impacted under this option, which is less than option one with 43% in just the first two years. What's important to know about the tiered rate structure, that putting properties into these blocks it helps to address the magnitude of the build impact but it depends on where a parcels impervious area falls within the tier. Properties that are at the higher end of the tier would pay a lower monthly charge than option one. Properties at the lower end of the tiers would pay a higher monthly charge than option one.

Option 3 - Tiered
Based on impervious area (hard surface)

Tier	Range (ft ²)	% Parcels	2021	2022	2023	2024	2025
1	0-10,000	94.2%	\$5.00	\$5.88	\$6.84	\$7.94	\$8.12
2	10,001-100,000	4.9%	\$38.21	\$56.53	\$65.80	\$76.34	\$78.11
3	100,001+	0.8%	\$363.59	\$537.94	\$626.10	\$726.40	\$743.25

Option three then is an additional tiered option with three tiers based on ranges of impervious area. This third option was created in an attempt to mitigate the impact on the larger parcels even more. Under this option, all parcels would see an increase in the monthly fee starting in 2021 versus option one and two where a significant percentage of parcels would not see an increase in the first few years. As with option two, whether or not a property will pay more or less than option one, again, depends on where the parcels impervious area falls within the tier.

Comparing Options 1, 2 & 3

Based on impervious area (hard surface)

	Option 1 (Previously Calculated)	Option 2 (1:1 Ratio)	Option 3 (1:1 Ratio)	Overland Park (2019 Rates)	Lawrence (2019 Rates)	Topeka (2020 Rates)
IA = 2,420 ft ²	\$4.50	\$4.84	\$5.00	\$2.75	\$4.47	\$6.00
IA = 6,000 ft ²	\$8.04	\$6.15	\$5.00	\$6.64	\$11.08	\$14.87
IA = 200,000 ft ²	\$268.00	\$189.81	\$363.59	\$221.33	\$369.40	\$495.54
IA = 2,000,000 ft ² (Very Large)	\$2,680.00	\$1,844.67	\$363.59	\$2,213.28	\$3,694.00	\$4,955.40
IA = 6,200,000 ft ² (Highest Tier, Very Large)	\$8,308.00	\$5,803.83	\$363.59	\$6,861.17	\$11,451.39	\$15,361.74

This table provides some examples of monthly bills for five different measurements of impervious area. We show the monthly bill for option one, two and three, and then for three area communities. Again, when you look at option two and option three, the impact as to whether or not option two or option three will result in a higher charge or lower charge than option one, depends on where the property falls within the tier. I want to point out that properties in Johnson County do have the opportunity to receive funding from Johnson County stormwater ad valorem on tax. None of the other communities in Kansas have a similar stormwater tax.

Credit Program - Option 1

Evaluation Basis	Technical Criteria	Credit %	On-Site Stormwater Management Practices	Maximum Credit Possibilities:
Quantity Credit	Based on Levels		Retention or Detention Ponds	- No Direct Discharge: 50% - Ratio Credit: 50% - Direct Discharge: 75%
Level 1: Post-Development Runoff Rate	100% of Allowable Pre-Development	10%		
Level 2: Post-Development Runoff Rate	90% of Allowable Pre-Development	15%		
Level 3: Post-Development Runoff Rate	80% of Allowable Pre-Development	20%		
Level 4: Post-Development Runoff Rate	70% of Allowable Pre-Development	25%		
Quality Credits	Case-by-Case		Rain Gardens, Infiltration Basins, Bioswales, Non-Structural	
Runoff Quality: Post-Development above Pre-Development Level	Improve Quality: Reduce Pollutant Load	10%, 15%, 20%, 25%		
Direct Discharge Credit				Note:
Discharge to Kansas or Missouri Rivers	Direct Discharge (and/or) via Private System	75%		Properties can only receive either Direct Discharge (OR) Ratio (OR) Quantity/Quality
Ratio Credit				
Ratio of Pervious Area to Impervious Area	30:1	50%		

Each of these rate options will include a credit program to give property owners the ability to lower their monthly fee. So, some examples would be implementing a rain garden or detention basin, something to address stormwater runoff on their property. In each of the three options there will be an ability to achieve credits in the areas of quantity. So, reducing the amount of runoff coming off property quality, which is reducing the pollutants in the runoff, discharge credit, this is for properties whose runoff flows directly to the river. Then the ratio credit for properties that have at least 30 square feet of green space to one square foot of impervious area or hardscape. Just as an example, the Knetter properties, which are largely agriculture, will most likely qualify for the ratio credit as well as the minimum bill in most of these options.

Under option one, the amount of the quantity credit increases based on four different levels of service as you can see there. The quality credit will be determined on a case by case basis in order to allow flexibility in how this credit can be achieved. Under option one the quantity and the quality credits are additive for a max credit of 50%.

Credit Program - Option 2

Evaluation Basis	Technical Criteria	Credit %	On-Site Stormwater Management Practices	Maximum Credit Possibilities:
Quantity Credit	Based on Levels		Retention or Detention Ponds	
Post-Development Runoff Rate	70% of Allowable Pre-Development	20%		• No Direct Discharge: 20%
Quality Credits	Case-by-Base		Raingardens, Infiltration Basins, Bioswales, Non-Structural	• Ratio Credit: 50%
Runoff Quality: Post-Development above Pre-Development Level	Improve Quality: Reduce Pollutant Load	20%		• Direct Discharge: 75%
Direct Discharge Credit				
Discharge to Kansas or Missouri Rivers	Direct Discharge (and/or) via Private System	75%		
Ratio Credit				Note:
Ratio of Pervious Area to Impervious Area	30:1	50%		Properties can only receive either Direct Discharge (OR) Ratio (OR) Quantity/Quality

Under rate options two and three, the credit program is still available, the discharge—the direct discharge credit and the ratio credits are the same as option one, however, in option two, the quantity and quality credits are scaled down in terms of the levels of credit and the max credit.

Credit Program - Option 3

Evaluation Basis	Technical Criteria	Credit %	On-Site Stormwater Management Practices	Maximum Credit Possibilities:
Quantity Credit	Based on Levels		Retention or Detention Ponds	
Post-Development Runoff Rate	70% of Allowable Pre-Development	10%		• No Direct Discharge: 10%
Quality Credits	Case-by-Base		Raingardens, Infiltration Basins, Bioswales, Non-Structural	• Ratio Credit: 50%
Runoff Quality: Post-Development above Pre-Development Level	Improve Quality: Reduce Pollutant Load	10%		• Direct Discharge: 75%
Direct Discharge Credit				
Discharge to Kansas or Missouri Rivers	Direct Discharge (and/or) via Private System	75%		
Ratio Credit				Note:
Ratio of Pervious Area to Impervious Area	30:1	50%		Properties can only receive either Direct Discharge (OR) Ratio (OR) Quantity/Quality

Likewise, for option three, the quantity and quality credits are scaled down more.



Option 1 – Individually Calculated						
		2021	2022	2023	2024	2025
Rate per 500 ft ²		\$0.67	\$0.88	\$1.04	\$1.22	\$1.22
Minimum Charge		\$4.50	\$4.50	\$4.50	\$4.50	\$4.50
% Parcels not impacted		70%	58%	43%	28%	28%

Option 2 – Tiered							
Tier	Range (ft ²)	% Parcels	2021	2022	2023	2024	2025
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8	60,001 - 100,000	0.48%	\$99.53	\$132.97	\$155.05	\$179.42	\$180.33
9	100,001 - 250,000	0.51%	\$189.81	\$253.57	\$295.67	\$342.14	\$343.88
10	250,001 - 500,000	0.22%	\$436.30	\$582.88	\$679.65	\$786.47	\$790.47
11	500,001 - 1,000,000	0.08%	\$864.01	\$1,154.27	\$1,345.90	\$1,552.43	\$1,565.37
12	1,000,001 - 5,500,000	0.04%	\$1,844.67	\$2,464.39	\$2,873.52	\$3,325.15	\$3,342.09
13	5,500,001 +	0.00%	\$5,803.83	\$7,753.61	\$9,040.86	\$10,461.82	\$10,515.10

New Option 3 – Tiered							
Tier	Range (ft ²)	% Parcels	2021	2022	2023	2024	2025
1	0 - 10,000	14.27%	\$5.00	\$5.88	\$6.84	\$7.94	\$8.12
2	10,001 - 100,000	4.9%	\$38.21	\$56.53	\$65.80	\$76.34	\$78.11
3	100,001 +	0.8%	\$363.59	\$537.94	\$626.10	\$726.40	\$743.25

Mr. Fisher said all three options create a sustainable funding system. All three are based on hard surface. Option one, again, was the initial recommendation in June of 2019. The two subsequent options were results of the additional public engagement. Each option, two and three, were developed as alternates to mitigate the impacts to medium and large customers. Again, they're \$141M in needs and 8 basins and only have 19 in this proposal, consequences of taking no action or continued deferred maintenance, increasing costs, increasing number of emergencies, a decline in level of service and more safety concerns.

Again, the primary purpose of this stormwater utility is to protect life and property. It is also to reduce and manage impacts to the stormwater system and the environment.

What happens if staff can't respond?

DEFERRED MAINTENANCE

Regular maintenance will continue to be deferred to manage emergencies

EMERGENCY FUNDING

Emergencies will increase in frequency and severity

SERVICE WILL DECLINE

The need to manage emergencies will reduce service delivery at all levels

SAFETY WILL DECREASE

The safety of residents, businesses, and visitors will continue to decline

It is not to burden folks with fees. This is not just an Argentine problem, it's not just an Armordale problem, it's not just a Turner problem, it's a community problem. We'll be happy to entertain questions.

Mayor Alvey asked could you just briefly describe some of the safety concerns when we have, let's say, a failure in the public infrastructure. How does that affect the safety of the community? **Mr.**

Fisher said well, I would point to things like street flooding, endanger to motorists and the various basins, creeks. I hate to overstate things but there's all kind safety risk to kids in those situations. We have, especially with the sort of extreme weather we've been having for a number of years now, the flash floods, just create risks to folks and motorist is all we're trying to say.

Mayor Alvey asked also, the pictures that you showed at the beginning and there were just snapshots we couldn't even zero in on, except on four of them, are those from all parts of the community, you said it's not just Argentine problem, not just Armordale, Turner, but they cross the entire city. **Mr. Fisher** said that's correct.

Mayor Alvey asked the 8 watersheds, the 8 basins, how many total watersheds are there or basins are there in the city. **Mr. Fisher** said 46. **Mayor Alvey** said 46. **Fisher** said yes. **Mayor Alvey** asked we're only addressing 8. **Mr. Fisher** said I'm sorry, 50. **Mayor Alvey** said 50, okay and this proposal only addresses 8. **Mr. Fisher** said yes. **Mayor Alvey** asked those were selected because they have the most number or the most serious problems, obviously. **Mr. Fisher** said it's a combination of the two.

Mayor Alvey said have we had any projections that as we delay these projects, how much it increases our costs in the future? Any sense of the order of magnitude we're talking about? **Mr. Fisher** said I don't know that we have a good answer for that, Mayor.

Commissioner McKiernan said I just have a couple of additional comments. First of all, I can completely appreciate the staff are not happy with me, not happy with us, for not just making a decision already, but I really do think that we're doing exactly what we are here to do. We are here listening to our constituents, we're listening to our public, and we're doing our best to gather information and make decisions that in the end result are fair and equitable and have the biggest benefit for the largest number of people. That's our job. Although I wish we could make a decision tonight, because this was just presented to the public for the first time tonight and because I'm just seeing the details of the credit program for the first time tonight, I think it actually is all in all of our best interest to delay this decision and to continue to engage with our public.

I do believe that, Mr. Reno, when you say that our efforts to communicate about this, we're far outclassed anything we've ever done from our perspective as the UG, I absolutely believe. We put more effort into it, but I don't know about other commissioners, but at least in my experience, for whatever reason, many people are just now paying attention. They're just now thinking about this, which is generating a lot of feedback to us that I think we need to thoughtfully consider before we finally make a decision on this.

I have appreciated all your work; I continue to appreciate it. I know that we will ultimately make a decision and that we will move forward, but I want to believe that we have listened as thoroughly as we could and considered as many different conditions as we can and as many different people as we can before we make that decision.

Commissioner Kane asked if I am an issue, who would I talk to to appeal my case? **Mr. Fisher** said we haven't decided what staff member will be that person. **Commissioner Kane** said okay. **Commissioner Kane** said and the issue there is—**Mr. Fisher** asked you're talking about, I'm sorry, but after we start implementation and the start date of January next year.

Commissioner Kane said when you have an issue, and I sit on the Human Rights Commission for the Governor, and when somebody has an issue, it comes to a different group, not somebody that's in charge of it. It's somebody outside the group that thinks outside the box that knows every single angle of this even more detailed than what we know. Somebody could say, hey, and then whoever it is three or four people, and say, hey, let's do this. Because if it's somebody from Public Works or the Administrator or somebody else, it's going to be a one-sided conversation. In my mind, we are constituents in our business, folks, an answer that is the answer and not sequed one way or the other. In my mind I think that's critical before we make any kind of movement before that it shouldn't be, maybe you participate, but there's some people outside the box that we appoint that said here's your guidelines that you have to go by instead of saying it's three of the people from Public Works, and maybe her, and then you guys. I know you want to do it. There's no doubt about it, but that's not fair to me if I'm going to come up and I'm going to ask you some questions and you're going to say, well, at the end of the day, that's the answer. I don't think that's fair to us.

Something else we should be able to go to our internet, our website and pull up our property and it should be able to tell me before we vote how much my taxes are going to be. There should be something on the internet that says, Mike Kane, you're going to pay this because I don't want

somebody to get a bill in the mail that says, oh, my. My mother and father-in-law don't look at the citizen, they don't have a computer. They don't know what's going on. This week I've had more calls from outside my district from people saying, what in the hell is going on at City Hall? As Commissioner McKiernan says, I can't answer your question.

These are the things that people are asking us and if I'm a big business owner, I'm going to want to talk to somebody that's going to want to listen. I'm going to want to talk to somebody says, hey, the Knetter Farms, how much am I going to have to pay before I start paying it? I don't want them to get it in the mail and say hey, here we are, here's your end and then what's going to happen, staff? They're not going to call you guys; they're going to call us. These are things we need to think about: the kids, Donnelly College, Community College, all the high schools, the grade schools, the churches. Every single group should know what they're going to have to do before we vote on it because I don't think it's fair if they don't know. It's not fair to me when I say hey, you're going to pay this much money and, why am I paying this much money and, and I know staff you're working your tails off, there's no doubt about it, but I don't think our works done yet.

Commissioner Johnson said there's ten of us as commissioners, and I know that's no easy task. I've waffled on this and you know this on this issue, and I think that you—it's fair to say that you guys have put a lot of energy into the engagement of the community, but yet we still get letters, emails that say, you know, I'm not fully vetted this this particular issue. I think that at some point we do have to make a decision. But I think we can do the best of our ability as a Unified Government, not just Public Works, but from the Mayor to the Commission all the way down to make sure we have put our best foot forward to make sure that this community has been adequately advised as to what's coming down the pike.

We make a decision, whether we do it 15 days from now, 30 days from now, it doesn't go into effect until 2021. Then all of a sudden, everybody's going to have, you know, and maybe we tell them in advance, hey, it's coming, but you know, everybody's going to see the results of decision in 12 months and we have to make sure that we measure not, and I said this 18 months ago, I said we need to measure, measure once or twice and before we make this decision, and I'm saying we still need to measure a little bit longer. I'm not comfortable as of yet to make a decision on any of these three options, and I've gone through all three of them and I can see the merits in all of them and it's going to require some real thought particularly as a church owner or a church leader.

What I am concerned about, and this question actually is for Legal. Are there considerations that we need to be mindful of as Commission on all three of the options as they are presented right now. Are there things that we need to be mindful from your perspective Kenny?

Ken Moore, Chief Legal Counsel, said well whenever the Commission makes their decision, one thing you're supposed to do is, that treats different classes of people differently, that you articulate and have a rational basis for why you're making that distinction between classes. So, that, of course, plays into most important and the different tiers, and how the different tiers are weighed, but as long as you can articulate a rational basis for why your distinction between different classes, then the course we usually give you the discretion of to uphold your decision.

Commissioner Johnson said I'm assuming we're all going to be versed on that by the time we make that decision then that we'll be able to explain and be able to give the rationale on that. I think we're getting closer, Jeff. So, Doug, Jeff, whoever else is out there, be patient with us. Our citizens, I think, I'll be honest with you I think our citizens are appreciating us measuring our decision. Please give us a little bit more time and space. I'm asking those that are watching and pray for us that we will make a right decision on behalf of all the constituents in Wyandotte County.

Commissioner Philbrook said number one, I heard a lot about this right off the get-go because I'm a business owner and I have impervious surface, yes, I do. It doesn't look like it, but I do. I get to talk with a lot of business folks and I really appreciate them bringing me into the fold and explaining to me their problems with this because they're part of the backbone of this community, just like our residents are and so I appreciate them bringing me into this. Also, hearing from the not-for-profits, you know, the churches and those sort of folks that that aren't making money particularly. You know, a lot of times they are pretty much right on the edge of existence and so yes, we have to definitely take them into account as well.

I do have a concern also around the storm and surface water utility appeals board. I really don't like the consistency of that board for the same reasons that other folks have said. I think that that needs to be a little more balanced, that board needs to be a little more balanced, because we're asking the same people who administer everything, and have helped us decide to do this to also fight back on their own people that made these decisions and, therefore. I'm not sure that's really

fair you know on either side to do it that way. I really, I'm also not ready, you know to push this forward yet. There's no way I can express how thankful I am to the Public Works Department and for everybody that's been working their fannies off on this, because I know it has to be very frustrating for them, putting up with us and the public, because they have worked very hard, they're trying. They were given marching orders to figure out how they were going to help us, the city, help us take care of ourselves with all of this water. So, you guys, you've done a wonderful job. I just hate push back on you, but I'm kind of in the same boat with some of the other commissioners and that is, we're still listening, and we're still trying to balance a little bit more out but I know we're a heck of a lot closer now than we were when we started.

Commissioner Townsend said, again, I appreciate as a number of the commissioners who've already spoken, the efforts of Public Works, but the adage is act in haste, repent in leisure. Just as recently as this week, Mr. Fisher was attended at my request, a meeting of a group of churches, and it was amazing that after all the outreach there were still so many in that group and they have constituencies as well, who were unaware and didn't understand. I was not comfortable after I saw that.

I think it's fair notice that we get a little bit more time to understand what was presented to us, just in the last 10 days or two weeks, and that the public get a chance to really appreciate what that means. So, delay is not denial as they say in church. The other thing that struck me is, we have people who will be hit in one way or another several times, and by that I mean, it will affect individuals, it will affect those who go to churches, those who go to schools, and to businesses. So, I think the time that we're asking for is a benefit for the decision that we will come to make very shortly and it will benefit, I think, our constituents at all levels.

Commissioner Walters said, Jeff, I appreciate the work you've done. I think option three gives us another option that is attractive in a lot of ways. I did see the details of it here earlier in your presentation. One of the things I would just like to pass on to you as my personal bias, I hope we don't end up with a system that has to have a lot of appeals. I hope it's a simple system, straightforward, uniformly applied, easy to understand, and that all of our constituents don't have to become experts and tie your department up and create a bureaucracy of appeals on something that could be pretty straightforward. I hope we're working in that direction and the closer we can

get to that, I think the better, so I just throw that out as my personal request. Again, thanks for all the effort you and your group have put in on us.

Commissioner Burroughs said, Commissioner Walters, thanks for that comment about the appeals process, the additional workload that I believe staff would be involved with had we not had an opportunity to read through the ordinance and raise some questions. I think there's been a number of questions raised which justifies us postponing our vote tonight one way or another on what we do with this. We don't have the luxury of doing nothing. That's the issue before us as a body. We don't have that luxury of doing nothing. This is an issue that's been around in this community for a couple of decades. It's before us today, and we will have to make those decisions.

I would ask that the maker of the motion to bring this forward in the February meaning. I don't know that February meeting would be time enough for all of us to have every question that we have to bring forward and/or options to have input into some of the criteria set forth in the ordinance. We've heard an option in reference to the appeals process. I think it's a matter of having a member of the public have a say within that. We do the same thing on the state level with the KCC to ensure that the public is represented at the table.

I think there's other issues that come forward dealing with stormwater that these pictures demonstrate also public works not having the money to take care of just our roads and curbs and other issues. My concern is, are we raising enough money to address our concerns. It's one thing to start down this and get the public paying for five years upfront for a \$19M project when it's been stated we have a larger number than that, that is needed. What I don't want to see us having to make a vote every couple of years, to do this. I think the prudent thing to do is get those numbers solidified, educate our community.

This third tier is a more palatable tier. It's the beginning of, I think, a tremendous opportunity for us to look at how much money we can generate. If it means we all have to bump up a little bit more to meet the criteria of meeting more than that's something we need to discuss. I just don't want to see putting a burden on our community and not meeting our needs because then we're going to have to come back and it's about building public trust. I want the public to be able to trust the decision that comes forth by this body and so, Mayor I would ask that we give consideration to postponing this vote even off until the March meeting that gives us 60 days to address some concerns.

Commissioner Ramirez said, Jeff, and Public Works staff, I've only been here for two weeks but you guys have done your due diligence to get me up to date and all the information that I need. If I were to arrange, like for my district, a neighborhood meeting with all the neighborhood groups and the NBR, the two NBRs, would you guys be willing to come and present to them, and have conversation? **Mr. Fisher** said yes. **Commissioner Ramirez** said okay, great, thank you.

Mayor Alvey said when you look at this, you know, this has been years in the making. It's something that is, as it's been delayed, as we have not attended to these infrastructure projects that have to be dealt with, we've simply added to the load, and it makes the decision for us even heavier. For this Commission assembled here, it has made this decision for us even more weighting. So, we're now playing catch up, whereas if we'd gotten out in front of this 15 years ago we would not be making the same kind of decision. I will say that part of the process—the difficulty here is this is a very complicated matter just presenting these options. It's a very complicated formula. Most people tuning in here are not going to be able to follow the data, follow the logic and really understand how this impacts them. It's a very complicated matter.

I think that we have to, I don't know how you simplify this for people except that we have to find a way, again, to engage the community. If there was one thing that came out of the public hearing on January 9th, is that we know the communications are difficult. There is not a print newspaper that everybody is receiving and going and reading reports from the Unified Government, it doesn't happen. The news media does not show up here to follow that hearing and people are not going to spend the time to do that. Communication is a two-way street.

If given the circumstances, the fact that people are not able to engage us in ways that they used to be able to engage, we have to fill in that gap. We have to find a way to engage folks to bring them along. A lot of that falls upon us as electives. Now I have to say that when I sat on the Public Works Standing Committee several years ago when this was first presented that we were going to move to look at the impervious surface fee, that was three years ago and there've been conversations all along I know with the Commission and the Mayor about this is what's coming. This is the kind of conversation when we go out into public, we have to make people aware of, hey this is this is coming out folks, and just planting a seed and let other people take that seed to their friends to their neighbors to their family. Somehow that didn't happen.

I think we, after the last meeting, I was concerned because I feel as if, as a Commission, we have not agreed upon some of the principles here or some of the fundamentals of this. We all understand this has to be done but I think there's some question, well is the impervious surface rate really the most equitable way. Do we have to find some way to flatten the steep incline for the larger, you know, larger impervious surface, do we need to include that in? I don't think we were agreement upon that. I don't think we were in agreement that the communication process was everything we needed it to be.

The problem is that as a Commission, I kind of feel like we're scattered, this would not be a good time to move this forward but we have to move this forward at some point and fairly soon because we've already made commitments to do some improvements to the Argentine Pump Station, and of course the Turkey Creek Wingwall. We had to do those things because if we didn't even more failures would happen.

So, this has been delayed for years. It just increases the runoff, literally, upon the Commission of the problems that have accumulated over the years. Now we're having to take on a very serious problem that did not have to be this serious if it was dealt with before. It needs to be a lesson to us that we have to look at all of our infrastructure and get out in front of those and we're going to have to make decisions about what this community is going to be 5, 10, 15, 20 years down the road. We've got to communicate that vision and we've got to get buy-in, and we've got to let people understand if we don't make those right kinds of decisions now, we're not going to be where we need to get to.

I think we should take this as an opportunity to look at our communication strategy, to look at what the responsibility of staff, electives, and the public is. Where the responsibilities is in these matters and all of us exercise our responsibilities, so that we can identify the vision for this community moving forward and come to common agreement about the strategy to get there. That's a tremendous amount of engagement but that really falls upon us as elected and staff to continue to bring these things and really state the message in very simple clear terms so that we can move forward.

I appreciate Commissioner McKiernan for bringing this. I think we've heard from the Commission; this needs more time. It shouldn't surprise us. We've waited 10 years; the runoff has gotten to where it is now. Let's give it a little bit more time and still we're going to have to move forward.

Commissioner McKiernan said, Mayor just two more things. First of all, regarding communication. I talked just this afternoon with a gentleman who was quite wound up, and I said you know we put this out in *The Citizen*. He said to me, I saw it but, you know, I didn't really understand how it impacted me when I read *The Citizen* article. I didn't get it until I talked to you right now, I didn't get it. I think that some of our collective challenge is to help people get it, not just to put the information out, but to bring understanding on the backside of that information and that's what a lot of us are charged with working with you to do out in the community.

With respect to my colleague suggestion that we postpone this even further I would respectfully suggest that we maintain the February 27th date and if on that date we decide that we are not able to make a decision, then we can at that time, move it further back but that we maintain a goal for ourselves of February 27th.

COMMISSIONERS' AGENDA

No items

Mayor Alvey adjourned the meeting as the Board of Commissioners and reconvened as the Land Bank Board of Trustees.

LAND BANK BOARD OF TRUSTEES' CONSENT AGENDA

Mayor Alvey asked, does any member of the Commission or County Administrator wish to set aside any item on the Land Bank 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.** Roll call was taken on the motion and there were ten "Ayes," Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

ITEM NO. 1 – 1914...LAND BANK BUSINESS - 2019 CONVEYANCE REPORT

Synopsis: Request approval of the 2019 Land Bank Conveyance Report, submitted by Chris

Slaughter, Land Bank Manager. On January 21, 2020, the Neighborhood and Community Development Standing Committee, chaired by Commissioner McKiernan, voted unanimously to approve and forward to the Land Bank Board of Trustees.

Action: Commissioner McKiernan made a motion, seconded by Commissioner Bynum, to approve. Roll call was taken on the motion and there were ten “Ayes,” Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

ITEM NO. 2 – 1915...LAND BANK BUSINESS - LAND BANK APPLICATION

Synopsis: Request consideration of the following Land Bank application, submitted by Chris Slaughter, Land Bank Manager. The Land Bank Advisory Board has no comment.

Application

3741 N. 35th St. - Lorenzo Garcia

On January 21, 2020, the Neighborhood and Community Development Standing Committee, chaired by Commissioner McKiernan, voted unanimously to approve and forward to the Land Bank Board of Trustees.

Action: Commissioner McKiernan made a motion, seconded by Commissioner Bynum, to approve. Roll call was taken on the motion and there were ten “Ayes,” Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

ITEM NO. 3 – 1916...LAND BANK BUSINESS - TRANSFERS FROM LAND BANK

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

Transfers from Land Bank to Unified Government
9410 Miami St.

5701 Walnut St.
 5421 N. 95th St.
 9401 Oak St.
 9407 Main St.
 9351 Oak St.
 9301 Oak St.
 9300 Miami St.
 9331 Miami St.

(The properties are necessary for the expansion of the Wolcott Treatment Plant.)

On January 21, 2020, the Neighborhood and Community Development Standing Committee, chaired by Commissioner McKiernan, voted unanimously to approve and forward to the Land Bank Board of Trustees.

Action: **Commissioner McKiernan made a motion, seconded by Commissioner Bynum, to approve.** Roll call was taken on the motion and there were ten “Ayes,” Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

ITEM NO. 4 – 1917... LAND BANK BUSINESS - DONATION TO LAND BANK

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

Donation to Land Bank
 1710 N. 18th St.

(The bankruptcy has been deleted from the property; however back taxes are owed since 2008 in the amount of \$1,508.04.)

On January 21, 2020, the Neighborhood and Community Development Standing Committee, chaired by Commissioner McKiernan, voted unanimously to approve and forward to the Land Bank Board of Trustees.

Action: **Commissioner McKiernan made a motion, seconded by Commissioner Bynum, to approve.** Roll call was taken on the motion and there were ten “Ayes,” Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan.

**MAYOR ALVEY
ADJOURNED THE MEETING AT 8:55 P.M.
January 30, 2020**

Bridgette D. Cobbins
Unified Government Clerk

mbb

January 30, 2020



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: February 13, 2020

Re: Weekly Business Material

Attached is a listing of weekly business items presented to the Unified Government of Wyandotte County/Kansas City, Kansas, for informational purposes.

In addition to the listing of the items, we have indicated the action taken by the Unified Government Clerk.

tpl

Attachment

1. PUBLIC NOTICE:

All City Tow Service, 1015 S. Bethany, held a public auto auction on January 9, 2020 at 10:00 a.m.

Action: Received and filed.

2. COMMUNICATIONS:

Pam Kahao, Accounting Manager, regarding warrant cancellations:

<u>Warrant #</u>	<u>Reissue?</u>	<u>Date Issued</u>	<u>AMOUNT</u>	<u>FUND / ACD</u>	<u>Vendor Name/Number</u>	<u>Reason for void</u>
872951	YES	2/7/2020	\$2,857.40	110 7600045184	Plumbers & Pipefitters Natl	Wrong amount
873124	NO	2/14/2020	\$600.00	110 3400015359	Streamline Automation Systems LLC #29954	Wrong vendor

Action: Received and filed.

3. PERSONNEL ACTION COMMUNICATION, DATED FEBRUARY 11, 2020:

Section I - Appointment

Name	Department/Division	Eff. Date	Job Title
Viet Q Le	DA's Office	2/6/20	ADA I

Section II-Transfers

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Anthony N Garcia	Parks/Rec	2/6/20	Groundskeeper II	Groundskeeper II
Trevor A Hand	Parks/Rec	2/6/20	Groundskeeper I	Groundskeeper I
Tyler W Hogan	Parks/Rec	2/6/20	Groundskeeper I	Groundskeeper I

Section III - Separations

Name	Department/Division	Eff. Date	Job Title
Kathryn M Devlin	Legal	2/11/20	Attorney
Ryan J Schuler	Sheriff/Detention	1/23/20	Deputy
Barbara J Sheppard	Health/PHS	12/30/19	Nurse Practitioner
Marcus V Wright	Sheriff/Detention	1/31/20	Deputy

Section IV - Leave of Absence

Name	Department/Division	Lv. Beg	Lv. Ends	Leave/Pay
Olivia F Quijas	Sheriff/Juv	11/6/19	2/7/20	unpaid

Section V - Increase per Memorandum of Understanding

Name	Department/Division	Eff. Date	Job Title
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Jennifer Reynoso	Finance/Treasury	2/5/20	Fiscal Supt Assistant
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Section VIII - Other Requests

Name	Department/Division	Action Requested and Explanation
William J Bremenkamp	PW/WPC	Longevity pay only effective 2/6/20
Cameron E Butler	PW/WPC	Longevity pay only effective 2/6/20
Keith D Charlton	PW/WPC	Longevity pay only effective 2/6/20
Rita Hye	Police/Comm	Amend PAC 2/4/20 to reflect change in vac and comp time effective 1/31/20
Steven M Mortell II	PW/WPC	Longevity pay only effective 2/6/20

Action: Received and filed. Copy previously forwarded to Payroll.

4. PERSONNEL ACTION COMMUNICATION, DATED FEBRUARY 13, 2020:

Section II-Transfers

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
William L Brown II	Police/Asset Protection	2/10/20	Patrolman III	Unarmed Security Officer
George E Showalter	Parks & Recreation	2/6/20	Groundskeeper IV	Groundskeeper I

Section V - Increases per Memorandum of Understanding

Name	Department/Division	Eff. Date	Job Title
Mitzi B Belcher	Clerk's Office	2/6/20	Admin Support Specialist
Terri A Kimble	Clerk's Office	2/6/20	Admin Support Specialist
Tifani M Portley Lott	Clerk's Office	2/6/20	Admin Support Specialist

Action: Received and filed. Copy previously forwarded to Payroll.

5. CLAIMS FOR DAMAGES:

Akosua Aaebo for the Quindaro Company, 2926 N. 26th St., KCK, alleging that a deed was mistakenly filed as a plat by the Register of Deeds Office.

Selamawit Gebre-Amlak, 8336 Woodward St., Overland Park, KS, alleging loss of money due to buying property at 2744 21st Pl., KCK, and 827 Waverly Ave., KCK and not being able to resolve the issue of the property being licensed and deemed unfit.

Robert Davidson, alleging damage to mailbox due to a city snow plow knocking it down.

Clarke David Hammes, 5538 Nall Ave., Roeland Park, KS, alleging damage to his tire due to hitting a pot hole on 43rd Street.

Josh Stephens, 13252 W. 107th Ter., Lenexa, KS, alleging damage to his tire due to hitting a pot hole on 9th Street across State Line Road while driving west on November 23, 2019.

Mohsen Tahani, 4125 State Line Rd., KCMO, alleging damage to two tires due to hitting a pot hole on 40th Street & Rosedale Park while driving west on January 26, 2020.

Action: Received and filed. Copies previously forwarded to Legal.

6. SUMMONS:

Carrington Mortgage Services, LLC vs. the Unknown Heirs of Edna L. Newman, Deceased et. al., Case No. 2020-CV-000098.

Action: Received and filed. Copy previously forwarded to Legal

7. TRAVEL REQUESTS:

Robert Carl, Midtown Police, travel to Orlando, FL, April 25 – 30, 2020, to attend the Tyler Connect 2020, Employee Training & Travel.

Alan Korosec, Fire Department, travel to St. Louis, MO, April 6 – 9, 2020, to attend the ABC 360 National Conference on Ambulance Revenue Cycle Management and Compliance, Employee Training & Travel.

Steve Leiker and Kent Ragland, Public Works/WPC, travel to Clearwater, FL, February 18 – 21, 2020, to attend the Headworks Engineering Academy, Employee Training & Travel

Larry Owens, Technology, travel to Orlando, FL, April 24 – 29, 2020, to attend the Tyler Connect 2020, Employee Training & Travel.

Action: Approved by Administrator's Office and received and filed.

8. CERTIFICATES OF INSURANCE:

Crowd Systems, Inc.
Twin City Security, Inc.
Vend-Tech Enterprise, LLC
Vets Securing America, Inc.

Action: Referred to License.

9. BUSINESS BONDS:

Electrical Contractor's Bonds:

Alpha Energy and Electric, Inc.
Infinity Sign Systems
Gale Krohn DBA Gale Krohn Electric
Macario Arenas DBA Marcus Electric
SunSmart Technologies, LLC
Kevin Turner Westhues Electric, Inc.
Jason Wright Inc. DBA Jason Wright Electric

Mechanical Contractor's Bonds:

Central Plumbing, Heating & Air Conditioning, Inc.
Elkins Air Conditioning & Heating, Inc.
Universal Piping Industries, LLC
Western Enterprise, Inc.

Mechanical/HVAC Contractor's Bonds:

Pinnacle Mechanical
Resurrection Heating & Cooling, LLC
Saladino Plumbing & Heating Company
Stuck's Heating & Cooling

Plumber's Bonds:

Central Plumbing Heating & Air Conditioning, Inc.
Kris Tressin DBA KMZC Plumbing, Inc.
Saladino Plumbing & Heating Company

Action: Referred to License.

10. CONTINUATION CERTIFICATES:

Electrical Contractor's Bonds:

Advanced Services DS, LLC
Al's Electrical Maintenance
Clayco Electric Company

Mechanical Contractor's Bond:

Travis Donn All-Weather Control

Miscellaneous Bond:

Heart of America Serv. Co., LLC
Velex, Inc.

Plumber's Bonds:

Advanced Services DS, LLC
Barsco Mechanical, L.L.C.
Adam N. Leon Sr DBA Lion's Plumbing
True Blue Plumbing, LLC

Pawn Dealer's Bonds:

Metro Pawn, Inc. (2)

Sign Hanger's Bond:

Infinity Sign Systems

Action: Referred to License.

11. CANCELLATION NOTICES:

Electrical Contractor's Bonds:

Anderson Electrical, LLC
Elite Electric KC, LLC
Nickell Electric Company, Inc.
Switch-It-Up LED, LLC
Tee & Bee Electric Company

HVAC Bond:

TC Heating & Cooling

Mechanical Contractor's Bond:

Oneway Heating and Cooling

Mechanical/HVAC Contractor's Bonds:

AmeriPure Water Company, Inc.
W & J Enterprises, LLC DBA Airtech Engineering
Wy-Jon Service Company

Miscellaneous Bond:

Engineered Environment KC, LLC

Plumber's Bonds:

AmeriPure Water Company, Inc.
Russell Broom DBA Russell Broom Plumbing, LLC
Steven C. Thompson

Septic Tank/Cess Pool Installer & Cleaner's Bond:

D & M Plumbing, LLC

Action: Referred to License.

12. RESCIND CANCELLATION NOTICE:

Electrical Contractor's Bond:

Baxter Mechanical Contractors, Inc.

Action: Referred to License.

13. APPLICATION FOR LIQUOR TEMPORARY LICENSE:

Manuel Abarca for a temporary permit for February 8, 2020, from 5p.m. – 11:30 p.m., at 1800 S. 55th St.

Action: Referred to License.

14. APPLICATION FOR PRECIOUS METALS DEALER'S LICENSE:

Central Pawn, Inc./Donald Budd, III, 1000 Central Ave.

Action: Referred to License.

15. APPLICATION FOR PAWNBROKER'S LICENSE:

Central Pawn, Inc./Donald Budd, III, 1000 Central Ave.

Action: Referred to License.

16. APPLICATIONS FOR PRIVATE SECURITY BUSINESS:

Twin City Security/Corporation Service Co. DBA Twin City Security, 6340 Glenwood St. #109,
Overland Park, KS

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: February 20, 2020

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

1. PROTEST PETITION:

Against Special Use Permit Application #SP-19402-00094, solid waste hauling facility with a solid waste transfer station addition at 3150 N. 7th St., submitted by Conrad Miller, Jr., on behalf of his client, J.A. Ross Industries, Inc.

Action: Received and filed. Original previously forwarded to Planning.

2. PERSONNEL ACTION COMMUNICATION, DATED FEBRUARY 18, 2020:

Section I - Appointment

Name	Department/ Division	Eff. Date	Job Title
Ian A Hayes	PW/WPC	2/20/20	General Maint Worker

Section VII - Reclassification

Name	Department/ Division	Eff. Date	Former Job Title	New Job Title
Todd P Yergovich	NRC/Inspection	12/26/19	Bldg Inspector I- Certified	Bldg Inspector II- Certified

Action: Received and filed. Copy previously forwarded to Payroll.

3. PERSONNEL ACTION COMMUNICATION, DATED FEBRUARY 20, 2020:

Section I - Appointments

Name	Department/ Division	Eff. Date	Job Title
Gloria E Cantu	Police	2/20/20	Prof Progs Assistant
Christopher A Galloway	Police	2/20/20	Auxiliary Officer
Racquel M Wallace	Sheriff/Juv	2/20/20	Juv Care Worker I

Section II-Transfer

Name	Department/ Division	Eff. Date	Former Job Title	New Job Title
Alexandria M Goode	Finance/Treas ury	2/20/20	Fiscal Supt Asst	Fiscal Supt Supervisor

Section III - Separations

Name	Department/ Division	Eff. Date	Job Title
Joseph Baska II	Parks/Rec	8/16/19	Summer Laborer
Delbert L Bremenkamp	PW/WPC	3/1/20	Plant Operator II
Dylan T Burnett	Parks/Rec	8/16/19	Summer Laborer
Landon M Evans	Parks/Rec	7/29/19	Summer Laborer
Kyron J Fergus	Parks/Rec	8/21/19	Summer Laborer
Cody D Grasmick	Parks/Rec	8/7/19	Summer Laborer
Javion T Mitchell	Parks/Rec	8/7/19	Summer Laborer

Section IV - Leaves of Absence

Name	Department/ Division	Lv. Beg	Lv. Ends	Leave/Pay
Kelly N Peterson	Police	2/3/20	3/3/20	unpaid

Action: Received and filed. Copy previously forwarded to Payroll.

4. CLAIM FOR DAMAGES:

Cynthia Hernandez, 1504 N. 43rd St., alleging city storm drain line is running directly on top of her service line causing water to back up.

Action: Received and filed. Copy previously forwarded to Legal.

5. MOTION TO SET ASIDE:

Unified Government vs. Charles Pride, 2019-PT-000003.

Action: Received and filed. Copy previously forwarded to Legal

6. TRAVEL REQUESTS:

Robert Angell, Training Academy, travel to Aurora, CO, Feb. 25 – 27, 2020, to tour Aurora's training facility, Employee Training & Travel.

Vincent Billaci and Jeff Miles, Public Works, travel to Cleveland, OH, to attend the APWA Snow Conference, Apr. 19 – 22, 2020.

Ernestine Holmes, Health/Personal Health Services/WIC, travel to New Orleans, LA, May 16 – 20, 2020, to attend 2020 Annual Education & Training Conference & Exhibits, WIC.

Patrick Locke and Matt Tomasic, Police, travel to New Orleans, LA, Apr. 13 – 17, 2020, to attend the National PAL Conference, Employee Training & Travel.

Action: Approved by Administrator's Office and received and filed.

7. BUSINESS BOND:

Second Hand & Junk Dealer's Bond
Alandon Rebuilders & Equipment, Inc.

Action: Referred to License.

8. CONTINUATION CERTIFICATES:

Electrical Contractor's Bond:
Virgal Williams
Miscellaneous Bonds:

Norman Barnett DBA Barnett Construction
Patriot Portable Restrooms LLC

Action: Referred to License.

9. NOTICE OF CANCELLATION:

Mechanical Contractor's Bond:
VHC Inc.

Action: Referred to License.

10. DRINKING ESTABLISHMENT/PUBLIC VENUE:

Matt Brentano/James Hendricks DBA Tanner's Bar and Grill, 3900 Rainbow Blvd.

Action: Referred to License.

11. APPLICATION FOR CATERER/DRINKING ESTABLISHMENT/HOTEL:

Hospitality Kansas City/William Hutton DBA Hospitality Kansas City, LLC, 1913 Pinnacle Way

Action: Referred to License.

12. APPLICATIONS FOR PRECIOUS METALS DEALER'S LICENSE:

Gold Rush LLC/Paul Boyd DBA Gold Rush Pawn, 1809 Minnesota Ave.
Boyd Inc./Paul Boyd DBA Little Joe's Pawn & Gun, 5101 Leavenworth Rd.
Boyd Inc./Paul Boyd DBA Little Joe's Pawn & Gun, 7907 State Ave.

Action: Referred to License.

13. APPLICATIONS FOR PAWNBROKER'S LICENSE:

Gold Rush LLC/Paul Boyd DBA Gold Rush Pawn, 1809 Minnesota Ave.
Boyd Inc./Paul Boyd DBA Little Joe's Pawn & Gun, 5101 Leavenworth Rd.
Boyd Inc./Paul Boyd DBA Little Joe's Pawn & Gun, 7907 State Ave.

Action: Referred to License.

14. APPLICATIONS FOR PRIVATE SECURITY BUSINESS:

Celtic Hills Security Co./Christopher Cambrice DBA Celtic Hills Security Co., 8320 N. Oak Tfwy.,
MCKO
Remote Risk Management, LLC/In Corp Services DBA Remote Risk Management, LLC, 130 N.
13th St. Kenilworth, NJ
Rockwell Security/InCorp Services DBA Rockwell Security, 11201 W. 59th Terr., Shawnee, KS

United States Protective Service/Jade Hawthorne DBA United States protective Service, 2734 N.
82nd St.

Action: Referred to License.



Staff Request for Commission Action

Tracking No. 2010

Full Commission Meeting Date: 2/27/20

Committee: Neighborhood & Community Development

Date of Standing Committee Action: 2/10/20

(If none, please explain):

Publication Required: Yes

<u>Date:</u> 2/21/2020	<u>Contact Name:</u> Katherine Carttar	<u>Contact Phone:</u> x5176	<u>Contact Email:</u> kcarttar@wycokck.org	<u>Department/Division:</u> Economic Development
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Item Description:

VILLAGE WEST APARTMENTS PHASE III

1. RESOLUTION OF INTENT TO ISSUE INDUSTRIAL REVENUE BONDS (IRB) IN THE AMOUNT NOT TO EXCEED \$45,700,000 FOR THE BENEFIT OF VILLAGE WEST APARTMENTS PHASE III TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING COMMERCIAL FACILITIES LOCATED AT THE INTERSECTION OF PARALLEL PKWY AND NORTH 114TH ST, KCKS 66109.

PUBLIC HEARING TO BE HELD 2/27/2020.

2. RESOLUTION TO APPROVE THE VILLAGE WEST APARTMENT PHASE III DEVELOPMENT AGREEMENT

Action Requested:

Approve and advance to Full Commission/Public Hearing on 2/27/20

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Resolution of Intent (Village West Apartments III), Resolution approving Village West Apartments III Development Agreement, West Village Phase III Executive Summary, UG VWA Phase III Development Agreement, CBA_Village_West_01242020_without_LMW, CBA_Village_West_01242020_with LMW

RESOLUTION DETERMINING THE INTENT OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE AMOUNT OF APPROXIMATELY \$45,700,000 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING COMMERCIAL FACILITIES FOR THE BENEFIT OF VILLAGE WEST APARTMENTS III, LLC, AND ITS SUCCESSORS AND ASSIGNS (VILLAGE WEST APARTMENTS PHASE III)

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the “Unified Government”), desires to promote, stimulate and develop the general welfare and economic prosperity of the Unified Government and its inhabitants and thereby to further promote, stimulate and develop the general welfare and economic prosperity of the State of Kansas; and

WHEREAS, the Unified Government is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the “Act”), to issue revenue bonds to pay the cost of certain facilities (as defined in the Act) for the purposes set forth in the Act and to lease such facilities to private persons, firms or corporations; and

WHEREAS, Village West Apartments III, LLC, a Kansas limited liability company (the “Company”), has submitted to the Unified Government an Application for the Issuance of Industrial Revenue Bonds (the “Application”) requesting that the Unified Government finance the cost of acquiring, constructing, improving and equipping certain commercial facilities as more fully described in the Application to be approximately located south of Parallel Parkway and N. 114th Street consisting of an approximately 330-unit apartment complex, including associated infrastructure, a clubhouse, and other amenities (collectively, the “Project”) through the issuance of its revenue bonds in one or more series in the amount of approximately \$45,700,000, and to lease the Project to the Company or its successors and assigns in accordance with the Act; and

WHEREAS, it is hereby found and determined to be advisable and in the interest and for the welfare of the Unified Government and its inhabitants that the Unified Government finance the costs of the Project by the issuance of revenue bonds under the Act in a principal amount of approximately \$45,700,000, said bonds to be payable solely out of rentals, revenues and receipts derived from the lease of the Project by the Unified Government to the Company; and

WHEREAS, the Development Agreement (as defined herein) has been presented for consideration in connection with the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AS FOLLOWS:

Section 1. Approval of Project. The governing body of the Unified Government hereby finds and determines that the acquiring, constructing, improving and equipping of the Project will promote the general welfare and economic prosperity of the Unified Government, and the issuance of the Unified Government’s revenue bonds to pay such costs will be in furtherance of the public purposes set forth in the Act.

Section 2. Intent to Issue Bonds. The governing body of the Unified Government hereby determines and declares the intent of the Unified Government to acquire, construct, improve and equip the Project out of the proceeds of revenue bonds of the Unified Government in a principal amount of approximately \$45,700,000 to be issued pursuant to the Act.

Section 3. Provision for the Bonds. Subject to the conditions of this Resolution, the Unified

Government expresses its intent to (i) issue its revenue bonds to pay the costs of acquiring, constructing, improving and equipping the Project, with such maturities, interest rates, redemption terms and other provisions as may be determined by ordinance of the Unified Government; (ii) provide for the lease (with an option to purchase) of the Project to the Company; and (iii) to effect the foregoing, adopt such resolutions and ordinances and authorize the execution and delivery of such instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of said bonds by the Unified Government and take or cause to be taken such other action as may be required to implement the aforesaid.

Section 4. Conditions to Issuance. The issuance of said bonds and the execution and delivery of any documents related to the Bonds are subject to (i) obtaining any necessary governmental approvals; (ii) agreement by the Unified Government, the Company and the purchaser of the bonds upon (a) mutually acceptable terms for the bonds and for the sale and delivery thereof and (b) mutually acceptable terms and conditions of any documents related to the issuance of the bonds and the Project; and (iii) the Company's compliance with the Unified Government's policies relating to the issuance of revenue bonds and ad valorem tax abatement; (iv) the passage and publication of an Ordinance authorizing the issuance of the Bonds; and (v) Company's payment of all of the costs of issuance related to the issuance of the Bonds.

Section 5. Sale of the Bonds. The sale of the bonds shall be the responsibility of the Company; provided, however, arrangements for the sale of the Bonds shall be acceptable to the Unified Government.

Section 6. Ad Valorem Tax Abatement. In consideration of the Company's decision to acquire, construct, improve and equip the Project, the Unified Government hereby agrees to take all appropriate action to request the Kansas Board of Tax Appeals to approve a 100% ad valorem property tax abatement (not including special assessments and other ad valorem taxes that cannot be abated under Kansas law) for all real property financed with the proceeds of the Bonds.

In consideration of the Unified Government's agreement to request such 100% abatement, the Company will agree to make payments in lieu of tax as set forth on **Exhibit A** hereto, and such amounts shall be set forth in the performance-based tax agreement to be agreed upon and executed by the Unified Government and the Company. The Project shall be entitled to a 10-year tax abatement, with the first year of the abatement being the year beginning on the January 1 following the year the bonds are issued. The payments in lieu of tax are subject to adjustment in accordance with the performance-based tax abatement agreement to be agreed upon and executed by the Unified Government and the Company for the Project.

Section 6. Limited Obligations of the Unified Government. The bonds and the interest thereon shall be special, limited obligations of the Unified Government payable solely out of the amounts derived by the Unified Government under the Lease Agreement and as provided herein and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the owners of the bonds, as provided in the Indenture. The Bonds shall not constitute a general obligation of the Unified Government, the State or of any other political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the Unified Government, the State or of any other political subdivision thereof and shall not be payable in any manner by taxation, but shall be payable solely from the funds provided for as provided in the Indenture. The issuance of the bonds shall not, directly, indirectly or contingently, obligate the Unified Government, the State or any other political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

Section 7. Required Disclosure. Any disclosure document prepared in connection with the offering of the bonds shall contain substantially the following disclaimer:

NONE OF THE INFORMATION IN THIS OFFICIAL STATEMENT, OTHER THAN WITH RESPECT TO INFORMATION CONCERNING THE UNIFIED GOVERNMENT CONTAINED UNDER THE CAPTIONS "THE UNIFIED

GOVERNMENT” AND “LITIGATION -- THE UNIFIED GOVERNMENT” HEREIN, HAS BEEN SUPPLIED OR VERIFIED BY THE UNIFIED GOVERNMENT, AND THE UNIFIED GOVERNMENT MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

Section 8. No Reliance on Resolution. Kansas law provides that the Unified Government may only issue the Bonds by passage of an Ordinance and compliance with other state law requirements. The Unified Government has not yet passed an Ordinance for the Bonds. This Resolution only evidences the intent of the current governing body to issue the Bonds for the Project. The Company should not construe the adoption of this Resolution as a promise or guarantee that the Ordinance for the Bonds will be passed or that the Project will be approved.

Section 9. Termination of Resolution. This Resolution shall terminate on January 1, 2021, unless the Bonds have been issued for the Project. The Unified Government, upon the written request of the Company, may extend this time period.

Section 10. Benefit of Resolution. This Resolution will inure to the benefit of the Unified Government and the Company. The Unified Government may, at the prior written request of the Company, assign all or a portion of the Company’s interest in this Resolution to another entity, and such assignee will be entitled to the benefits of the portion of this Resolution assigned and the proceedings related hereto.

Section 11. Development Agreement. The Unified Government hereby approves the Development Agreement for Village West Apartments III dated as of the date stated therein between the Unified Government and the Company (the “Development Agreement”) in substantially the form presented to and reviewed by the governing body of the Unified Government (a copy of which document, upon execution thereof, shall be filed in the office of the Unified Government Clerk), with such changes therein as shall be approved by the officers of the Unified Government executing such documents, such officers’ signatures thereon being conclusive evidence of their approval thereof. The Mayor/CEO and the Clerk are hereby authorized to execute and deliver the Development Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 12. Further Action. Counsel to the Unified Government and Gilmore & Bell, P.C., Bond Counsel for the Unified Government, together with the officers and employees of the Unified Government, are hereby authorized to work with the purchaser of the bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the Unified Government all documents necessary to effect the authorization, issuance and sale of the bonds and other actions contemplated hereunder.

Section 13. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the governing body of the Unified Government.

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**ADOPTED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS ON FEBRUARY 27, 2020.**

By: _____
Mayor/CEO

(Seal)

Attest:

By: _____
Unified Government Clerk

Resolution of Intent
Village West Apartments III, LLC

EXHIBIT A

PAYMENT IN LIEU OF TAX SCHEDULE

Payments in lieu of tax (“PILOTs”) shall be determined on a per-apartment-unit basis as further set forth in that certain Development Agreement for Village West Apartments III between the Unified Government and Village West Apartments III, LLC (the “Development Agreement”).

Below is an approximate PILOT schedule based on 330 apartment units. This PILOT schedule may be adjusted as set forth in the Development Agreement.

Value/Unit	# Units	Projected Value	2019 Mill Rate	PILOT	Per Door Taxes
\$53,719.19	330	\$17,727,331.48	169.965992	\$346,500.00	\$1,050.00

Year*	With L/M/W		Without L/M/W	
	Per Unit	Annual PILOT Payment	Per Unit	Annual PILOT Payment
1	\$1,050.00	\$346,500.00	\$1,050.00	\$346,500.00
2	\$1,060.50	\$349,965.00	\$1,071.00	\$353,430.00
3	\$1,092.32	\$360,463.95	\$1,119.20	\$369,334.35
4	\$1,125.08	\$371,277.87	\$1,169.56	\$385,954.40
5	\$1,158.84	\$382,416.20	\$1,222.19	\$403,322.34
6	\$1,193.60	\$393,888.69	\$1,277.19	\$421,471.85
7	\$1,229.41	\$405,705.35	\$1,334.66	\$440,438.08
8	\$1,266.29	\$417,876.51	\$1,394.72	\$460,257.80
9	\$1,304.28	\$430,412.81	\$1,457.48	\$480,969.40
10	\$1,343.41	\$443,325.19	\$1,523.07	\$502,613.02
Total:		\$3,901,831.58	\$4,164,291.23	

*“Year” refers to the first full calendar year following the issuance of the bonds.

(Published in *The Wyandotte Echo* on _____)

RESOLUTION NO. R-____-19

**A RESOLUTION ADOPTING THE DEVELOPMENT AGREEMENT FOR
VILLAGE WEST APARTMENTS III**

WHEREAS, Village West Apartments III, LLC, a Kansas limited liability company ("Developer") wishes to design, develop, and construct a luxury apartment complex and related amenities (the "Project") on certain real property generally located north of Delaware Parkway, west of 110th Street, and south of Parallel Parkway in Kansas City, Kansas (the "Project Site"); and

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas recognizes that Wyandotte County's consumer demand for luxury rental living units is currently underserved by the existing inventory, particularly in western Wyandotte County, and the lack of sufficient high-end living units causes many people who work and play in Wyandotte County to live outside Wyandotte County, which limits the County's ability to capitalize on the opportunity to attract residents to the County from other parts of the Kansas City metropolitan area; and

WHEREAS, development of the Project should attract new residents to the community, stimulate the economy of Wyandotte County through additional real property taxes, sales taxes, and other indirect spending at other nearby businesses when residents visit the surrounding businesses, and provide a work force for Wyandotte County employers, all of which would promote the public good, health, and welfare within Wyandotte County; and

WHEREAS, the Governing Body has determined that it is advisable to enter into the Development Agreement for Village West Apartments III with Developer (the "Development Agreement"), attached as **Exhibit A** hereto, and incorporated by reference herein.

**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 Development Agreement in substantially the form attached hereto.

Section 2. That the County Administrator is hereby authorized to execute in the name of the Unified Government, the Development Agreement, and any other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution. The Unified Government Clerk is hereby authorized and directed to publish this Resolution once in *The Wyandotte Echo*.

Section 3. This Resolution shall be effective upon adoption by the Governing Body.

ADOPTED BY THE UNIFIED GOVERNMENT BOARD OF COMMISSIONERS
THIS _____ DAY OF _____, 2020.

David Alvey, Mayor/CEO

ATTEST:

Unified Government Clerk

(Seal)

EXHIBIT A

Development Agreement

[To be attached.]

1/22/20 EXECUTIVE SUMMARY
VILLAGE WEST APARTMENTS PHASE III DEVELOPMENT AGREEMENT

1. **Parties.** The UG and Village West Apartments III, LLC, a Kansas limited liability company ("Developer").
2. **The Project/Timing.** The Project is to be a newly-constructed Class A luxury apartment complex and shall, at minimum, include the following Improvements: (a) 2 or more high-end apartment buildings, of the same or better quality than the Village West Luxury Apartments, renting for a blended rate of approximately \$1.42 psf, and consisting of 330 total units; (b) improvements to extend Delaware Parkway pursuant to plans and specifications set forth on **Exhibit B** (the "Public Infrastructure Improvements"); and (c) an internal bike sharing program structured and managed by Developer. Pursuant to Section 6.10 of the Agreement, Developer agrees to substantially complete all of these improvements by December 31, 2022.
3. **Budget/IRB Financing.** The overall project budget is approximately \$_____, including \$_____ for the Public Infrastructure Improvements. The UG will provide IRB financing for the project, but Developer will not receive any property tax abatement. Developer will, however, have access to the sales tax exemption on construction materials and the parties further agree on a 10-year, 100% payment-in-lieu-of-tax ("PILOT") pursuant to the specific schedule attached to the Agreement as **Exhibit D**. The PILOT was determined based on a projected per unit value of \$53,719.19 with a minimum of 330 units. If the ultimate number of units in the Project is greater than 330, then the amount of the PILOT shall increase based on the per unit value of \$53,719.19. Additionally, the amount of the PILOT for years 2 through 10 of the IRB term may be increased annually by the amounts shown on **Exhibit D** if Developer fails to meet its LBE/MBE/WBE Employment Opportunity Goals for the construction of the Improvements.
4. **Reimbursement of Public Infrastructure Improvements Costs.** The UG agrees to reimburse Developer for an amount up to \$267,014 for the costs of the Public Infrastructure Improvements to extend Delaware Parkway (the "Reimbursable Project Costs Cap"). Such payments shall be made over a period of 3 years solely from the PILOTs; provided, however, that the Reimbursable Project Cost payment for any 1 year shall be limited to an amount not to exceed \$100,000. If Developer fails to meet its LBE/MBE/WBE Employment Opportunity Goals for the Public Infrastructure Improvements, then Developer shall forfeit and have no rights to the \$267,014 reimbursement.
5. **Construction Provisions.** Developer's construction contracts will provide for a guaranteed maximum price and payment and performance bonds for the Public Infrastructure Improvements. However, the Agreement does not include similar requirements for the construction of the apartment buildings and other Improvements.
6. **Use and Operation.** During the Term, Developer agrees to operate the Project in a dignified and high quality manner and Developer also generally agrees to the UG's standard terms and conditions regarding maintenance of the Project, compliance with law and timely payment of taxes or PILOTs. Developer also agrees to provide insurance and indemnify the UG.
7. **Assignment and Transfer.** Generally, Developer must have the UG's approval to assign, convey or transfer the project to others prior to Substantial Completion of the Project. However, the parties agree that Developer can and will make leases to its tenants in the ordinary course of business without the UG's consent. Additionally, after Substantial Completion of the Project, Developer has fairly broad rights to assign the Project or its rights in the Agreement, or to terminate the Agreement.
8. **MBE/WBE/LBE.** Developer has agreed to the following participation goals for construction of the Public Infrastructure Improvements: LBE – 12%; MBE – 6% and (iii) WBE – 4%. As discussed above, failure to meet these goals will result in forfeiture of the \$267,014 of Reimbursable Project Costs for Delaware Parkway and an increase in the PILOTs as set forth in **Exhibit D**.

**DEVELOPMENT AGREEMENT
FOR
VILLAGE WEST APARTMENTS III**

between the

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

and

VILLAGE WEST APARTMENTS III, LLC

DATED AS OF _____, 2020

DEVELOPMENT AGREEMENT (Village West Apartments III)

THIS DEVELOPMENT AGREEMENT FOR VILLAGE WEST APARTMENTS III (the "Agreement") is made as of the ____ day of _____, 2020 (the "Effective Date") between the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG"), and Village West Apartments III, LLC, a Kansas limited liability company ("Developer").

RECITALS:

A. The Developer wishes to design, develop, and construct a luxury apartment complex and related amenities (the "Project," as further defined in Section 2.2 below), on certain real property generally located north of Delaware Parkway, west of 110th Street, and south of Parallel Parkway in Kansas City, Kansas (the "Project Site"), as legally described on Exhibit A-1 and generally depicted on Exhibit A-2, as attached hereto.

B. The Developer does not yet own the Project Site, but has right to acquire the Project Site pursuant to a contribution agreement with the current owner dated _____, 2020 (the "Contribution Agreement"), and Developer shall, upon closing, have all rights to occupy and develop the same as set forth herein.

C. The UG recognizes that Wyandotte County's consumer demand for luxury rental living units is currently underserved by the existing inventory, particularly in western Wyandotte County, and the lack of sufficient high-end living units causes many people who work and play in Wyandotte County to live outside Wyandotte County, which limits the County's ability to capitalize on the opportunity to attract residents to the County from other parts of the Kansas City metropolitan area.

D. Development of the Project should attract new residents to the community, stimulate the economy of Wyandotte County through additional real property taxes, sales taxes, and other indirect spending at other nearby businesses when residents visit the surrounding businesses, and provide a work force for Wyandotte County employers, all of which would promote the public good, health, and welfare within Wyandotte County.

E. The parties agree that the Project is not financially feasible without the public-private partnership as set forth in this Agreement, and therefore the parties wish to enter into this Agreement to provide the necessary financing for the Project.

AGREEMENT

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

ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

(a) the singular number includes the plural number and vice versa;

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

(c) reference to any gender includes each other gender;

(d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;

(e) reference in this Agreement to any article, section, appendix, annex, schedule or exhibit means such article or section thereof or appendix, annex, schedule or exhibit thereto;

(f) each of the items or agreements identified on the attached Index of Exhibits are deemed part of this Agreement to the same extent as if set forth herein;

(g) "hereunder", "hereof", "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular article, section or other provision thereof;

(h) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and

(i) relative to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding."

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

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

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

ARTICLE 2 THE PROJECT

2.1 Undertaking of Developer. Developer hereby agrees, subject to the terms and conditions hereinafter provided, to develop, construct, complete, and operate the Project. The performance of all activities by Developer hereunder shall not be as an agent of the UG, except as otherwise specifically provided herein.

2.2 Development of the Project Site. The UG and Developer hereby agree that the Project shall be as described below. Developer hereby contemplates that all buildings, parking structures and other improvements constituting the Project, as specifically described in this Section 2.2 (the "Improvements"), shall be developed, constructed, completed, and operated on the Project Site in substantial accordance and compliance with the terms and conditions of this Section 2.2 and the final site plan approval from the UG's

Planning Commission (the "Development Plan"). On and subject to the terms and provisions set forth in this Agreement, Developer shall have the sole right to, and shall be responsible for, design, construction, equipment and completion of the Improvements, and shall operate and use the Improvements in the manner described herein, all in accordance with the terms of this Section 2.2 and all other Applicable Laws and Requirements. The parties further agree as follows:

(a) The Project shall be designed, developed and constructed as Class A luxury apartment buildings and shall, at minimum, include the following Improvements: two (2) or more high-end apartment buildings, of the same or better quality than the Village West Luxury Apartments, renting for a blended rate of approximately \$1.42 per square foot, and consisting of approximately 330 total units, approximately forty percent (40%) of which shall be one bedroom units, including site amenities and related infrastructure. Project amenities shall also include (i) a centrally located clubhouse with a swimming pool, health and fitness facilities, theatre room, common outdoor grills, and patio space; (ii) in-unit washer/dryer, refrigerator, oven/range, and microwave; (iii) elevator-serviced buildings with secure access and conditioned interior corridors; (iv) centrally located common green space with walking trails; and (v) a bicycle sharing station and the establishment of a bike sharing program. Developer shall also design, develop and construct the extension of Delaware Parkway, pursuant to the plans and the specifications approved by the UG and as set forth on Exhibit B, to provide access to the entrance of the Project. Developer shall pay for the costs of designing and constructing the extension of Delaware Parkway; provided, however, that the UG will contribute certain financing towards the cost of the road as more particularly described herein. Additionally, Developer is responsible for the plantings and the ongoing maintenance of all public rights-of-way for Delaware Parkway until such time as certain property which is located west and/or south of the Project Site which requires the extension and completion of Delaware Parkway. The maintenance requirements in this subsection may be assigned by the Developer, upon prior written notice to the UG, to an owners association which is responsible for this and other common area maintenance functions. However, the parties understand and agree that any such assignment shall not relieve Developer of its obligations therefor if and to the extent that any such owners association shall fail to perform such obligations. All references to maintenance of public right-of-way within this subsection shall mean the maintenance of landscape areas and sidewalks (including snow and ice removal) but shall not require that the Developer maintain streets (including snow and ice removal) and utility infrastructure. Developer understands and agrees that the UG shall not undertake or have any obligation for snow or ice removal on the sidewalks.

(b) Developer recognizes, stipulates and agrees that its signage shall be subject to all Applicable Laws and Requirements, and any special use permits granted by the UG's Commission. The UG hereby agrees that it will, to the extent possible, expedite the consideration of Developer's proposed signage and cooperate with Developer to reasonably accommodate Developer's signage requirements.

(c) The Project shall include parking improvements (the "Parking Improvements") containing the number of spaces required by the Applicable Laws and Requirements.

(d) Developer's plans for landscaping on the Project Site shall be considered in accordance with all Applicable Laws and Requirements and approval thereof by the UG will not be unreasonably withheld.

(e) Developer's design, development and construction of the Improvements shall in all respects comply with the Plans and Specifications (as defined in Section 6.2).

- (f) The Project described in this Section 2.2 shall not be amended or modified without
- (i) the prior written consent of the UG, which consent shall not be unreasonably withheld, and
 - (ii) full compliance with all Applicable Laws and Requirements.

2.3 General Agreements. Developer agrees to promptly and completely perform each and all of its duties and obligations under this Agreement and the other Transaction Documents. The UG agrees to promptly and completely perform each and all of its duties and obligations under this Agreement and the other Transaction Documents.

2.4 Public Infrastructure Improvements. Developer agrees to cause the design, construction and completion of an extension of Delaware Parkway as detailed on **Exhibit B** attached hereto (the "Public Infrastructure Improvements"), according to plans and specifications delivered by the UG as described in Section 2.2(a) above. Developer shall be responsible for all costs associated with the Public Infrastructure Improvements, subject to reimbursement by the UG as set forth in Section 4.2 hereof.

ARTICLE 3 CONDITIONS

3.1 Conditions. The issuance and delivery to Developer of any public financing contemplated under the terms of this Agreement shall be subject to the following conditions precedent (the "Public Financing Conditions"):

- (a) Developer shall close on its acquisition of the Project Site pursuant to the Contribution Agreement;
- (b) Developer shall have obtained preliminary site plan and final plan approval for the Development Plan and any other required approvals for the Project as required by all Applicable Laws and Requirements; and
- (c) The governing body of the UG shall have approved a Resolution of Intent for the IRB Financing described in Section 4.1 below.

3.2 Termination. In the event that Developer fails to meet the Public Financing Conditions set forth in Section 3.1 above on or prior to January 1, 2021, then either party hereto shall have the right to terminate this Agreement, but any failure to meet any such conditions shall not be an event of default hereunder. Upon any such termination of this Agreement, (i) this Agreement shall terminate, and (ii) except as specifically set forth herein, the parties hereto shall have no further duty, obligation, or liability each to the other hereunder, and without limiting the generality of the foregoing, Developer shall be solely liable and responsible for all of its costs and expenses incurred by it with respect to this Agreement and the transactions contemplated hereby, and except for the fees and expenses of the UG to be paid for by Developer pursuant to that certain Funding Agreement dated as of December 18, 2019, and the provisions of this Agreement, the UG shall be solely liable and responsible for all costs and expenses incurred by it with respect to this Agreement and the transactions contemplated hereby.

3.3 Satisfaction of Conditions. Upon satisfaction of the Public Financing Conditions set forth in Section 3.1 above, the UG shall, at the request of Developer, issue a certificate or a letter confirming and agreeing the Public Financing Conditions have been fully satisfied for purposes of this Agreement, and the parties agree that such Public Financing Conditions shall be deemed to be fully satisfied for all purposes of this Agreement thereafter.

ARTICLE 4 FINANCING — SOURCE OF FUNDS

4.1 Public Financing; Source of Funds. Reference is hereby made to the Total Project Costs and the Total Project Budget attached hereto as **Exhibit C**, and by this reference made a part hereof. The Total Project Costs shall be paid in accordance with the procedures and requirements set forth herein.

(a) Industrial Revenue Bonds. Developer has requested industrial revenue bond ("**IRB**") financing in order to pay certain project costs pursuant to K.S.A. 12-1741 *et seq.* Subject to all Applicable Laws and Requirements and subject further to compliance by Developer with all of the UG's requirements for the issuance of IRBs, the parties hereby agree that Developer may use IRB financing to obtain an exemption on sales taxes for construction materials for the Project. However, the parties hereby understand and agree that IRB financing shall not be used for abatement of ad valorem property taxes for the Project or the Project Site, subject to the terms set forth in Section 4.1(b) below.

(b) The parties hereby understand and agree that the IRBs shall be issued on or after the date of Substantial Completion of the Improvements and the Public Infrastructure Improvements (but in no event later than January 1, 2022) and shall mature and be redeemed ten (10) years after such issuance, and that during the term of the IRBs, Developer shall pay a 100% payment-in-lieu-of-tax ("**PILOT**") pursuant to the schedule attached hereto as **Exhibit D**. The parties acknowledge that the PILOT was determined based on a projected per-unit value of \$53,719.19, with a minimum of 330 units. If the ultimate number of units in the Project shall be greater than 330, then the amount of the PILOT payment shall necessarily increase based on the per unit value of \$53,719.19. Additionally, the parties hereby understand and agree that the amount of the PILOT for years 2 through 10 of the IRB term may be increased in accordance with **Exhibit D** based on whether or not the Developer fully complies with the terms and conditions of Section 8.2 (LBE/MBE/WBE Employment Opportunity Goals) hereof, with respect to the Improvements.

4.2 Reimbursable Project Costs for Public Infrastructure Improvements. In consideration for the Developer's agreement to construct the Project and the Public Infrastructure Improvements, the UG agrees to reimburse the Developer for a portion of the costs of the Public Infrastructure Improvements (the "Reimbursable Project Costs"), subject to the Reimbursable Project Costs Cap (as defined below), and subject to all of the terms and conditions of this Agreement, including the Public Financing Conditions set forth in Section 3.1 above. The parties anticipate that the Developer will be reimbursed for a portion of the Reimbursable Project Costs on a pay-as-you-go basis as further set forth in this Section 4.2.

(a) The UG agrees to reimburse Developer for an amount equal to Two Hundred Sixty Seven Thousand Fourteen Dollars (\$267,014) (the "Reimbursable Project Costs Cap").

(b) In order to receive reimbursement for Reimbursable Project Costs from the UG, Developer shall submit a Certificate of Expenditure in a form reasonably approved by the UG evidencing Developer's incurring such Reimbursable Project Costs in accordance with the procedure set forth herein. The Developer shall provide itemized invoices, lien waivers, receipts or other information reasonably requested, if any, to confirm that any such construction costs has been paid and qualifies as a Reimbursable Project Cost. Developer shall further provide a summary sheet detailing the costs requested to be reimbursed. Such summary sheet shall show the date such cost was paid, the payee, a brief description of the type of cost paid, and the amount paid. The Developer shall provide such additional information as reasonably requested by the UG (or its designated representatives) to confirm that such costs have been paid and qualify as Reimbursable Project Costs. If the submitted Certificate of Expenditure and supporting documentation appropriately

demonstrates that: (1) the request sufficiently documents the Reimbursable Project Costs; (2) the expenses have been paid; (3) Developer is not in default under this Agreement; and (4) there is no fraud on the part of Developer, then the UG shall within sixty (60) days after receipt of the Certificate of Expenditure, will either (i) approve the Certificate of Expenditure, or (ii) disapprove the Certificate of Expenditure and if the UG disapproves of the Certificate of Expenditure, the UG shall notify the Developer in writing of the reason for such disapproval within such 60-day period. Approval of any Certificate of Expenditure will not be unreasonably withheld.

(c) Subject to the terms of this Agreement and the conditions in this Section 4.2, and provided that Developer shall not be in default under the terms and conditions of this Agreement, then the UG hereby agrees to reimburse Developer for Reimbursable Project Costs on a "pay-as-you-go" basis in a total amount not to exceed the Reimbursable Project Costs Cap, which payments shall be made exclusively from the UG's portion of the PILOTs. Such payments shall be made on an annual basis within sixty (60) days after the UG receives the PILOT from the Developer for such year. Such payments shall be made for a period of three (3) years; provided, however that the Reimbursable Project Cost payment for any one (1) year shall be limited to an amount not to exceed \$100,000. If the UG's portion of the PILOT which is available for reimbursement of the Reimbursable Project Costs for any one year is less than \$100,000 (for any reason other than non-payment of the PILOT by Developer), then the UG agrees to continue to reimburse the Developer in subsequent years, up to the Reimbursable Project Costs Cap. The parties hereby understand and agree that nothing in this Agreement shall in any way obligate the UG to reimburse Developer for (i) any cost that is not a Reimbursable Project Cost, (ii) any Reimbursable Project Costs in excess of the Reimbursable Project Costs Cap, or (iii) any Reimbursable Project Cost in excess of the UG's portion of the PILOTs made by the Developer to the UG. Further, Developer specifically understands and agrees that all such reimbursement payments shall be made solely from the PILOTs paid by Developer. The parties agree that all such reimbursement to the Developer shall be made only on a pay-as-you-go basis, and nothing in this Agreement shall in any way obligate the UG to issue bonds or other obligations to reimburse Developer, except the IRB's contemplated herein.

(d) Developer understands and agrees that if Developer shall fail to comply with Section 8.2 (LBE/MBE/WBE Employment Opportunity Goals) for the Public Infrastructure Improvements, then Developer shall forfeit and have no rights to the reimbursement of the Reimbursable Project Costs as set forth in this Section 4.2, which shall be the UG's sole and exclusive remedy for such failure.

ARTICLE 5

Reserved.

ARTICLE 6

CONSTRUCTION OF IMPROVEMENTS AND INFRASTRUCTURE IMPROVEMENTS

6.1 Architect. Developer shall select such architects, engineers and other design professionals and consultants as are necessary to provide construction documents and construction oversight services for the Improvements. All agreements respecting architectural and engineering services shall be between Developer and such Persons, and a copy of each such agreement shall be timely provided to the UG upon a request for the same.

6.2 Design and Plans and Specifications. Developer shall, as soon as practicable, provide the UG with plans and specifications for the Improvements, and the UG shall provide Developer with the plans and specifications for the Public Infrastructure Improvements (collectively, the "Plans and Specifications"),

which Plans and Specifications shall include cost estimates for the Improvements and the Public Infrastructure Improvements, the design of which is compatible with the Development Plan, and all Applicable Laws and Requirements. Developer recognizes, stipulates and agrees that the Plans and Specifications will be presented to and subject to approval by the appropriate Government Authorities. Without the prior written approval of the appropriate Government Authorities, there shall be no Material Changes to the Plans and Specifications subsequent to the initial approval.

6.3 General Contractor and Construction Documents. Developer shall select a general contractor (the "General Contractor") for the Public Infrastructure Improvements. Developer represents that its construction documents relative to the Public Infrastructure Improvements (the "Construction Documents") will require and provide for: (a) the design, development, construction, equipping and completion of the Public Infrastructure Improvements in accordance with the Development Plan, the Plans and Specifications and all Applicable Laws and Requirements; (b) a guaranteed maximum price; (c) guaranteed Substantial Completion not later than the Completion Date set forth in Section 6.10 (with liquidated damages for failure); and (d) surety of performance and labor and material payment bonds in the full amount of the Construction Documents. Developer shall, as soon as practicable, provide the UG with a copy of the Construction Documents.

6.4 Changes or Amendments. Developer shall promptly deliver to the UG copies of all change orders or other changes or amendments to the Construction Documents. Developer agrees with the UG that (a) it will perform its duties and obligations under the Construction Documents and (b) enforce the obligations of all other parties thereunder.

6.5 Terms and Requirements for Public Infrastructure Improvements.

(a) The Public Infrastructure Improvements Contract shall comply with all Applicable Laws and Requirements and the details of such Public Infrastructure Improvements described on **Exhibit B**. Any Material Changes to the Public Infrastructure Improvements or the Public Infrastructure Improvements Contract require the prior written consent of the UG.

(b) The UG shall assist the Developer with the acquisition of any necessary right-of-way to construct the Public Infrastructure Improvements.

(c) The UG, or its designee, shall have the right to inspect, observe, and oversee the construction of the Public Infrastructure Improvements in order to ascertain and determine that the standards of the UG have been met. Developer shall obtain the UG's approval of all change orders relating to the Public Infrastructure Improvements.

(d) Upon the completion, inspection and approval of the Public Infrastructure Improvements by the UG, Developer will dedicate the Public Infrastructure Improvements to the UG. The UG shall be under no obligation to accept the dedication or conveyance of any Public Infrastructure Improvements constructed pursuant to this Agreement until it has been inspected and approved to the satisfaction of the UG. Upon written notice of the inspection and approval of the Director of Public Works, Developer agrees to convey all the Public Infrastructure Improvements to the UG free and clear of any liens and encumbrances or other obligations.

6.6 Responsibility for Design and Construction. Developer shall, subject to the terms of this Agreement and the Development Plan, have the sole right, and the responsibility, to design, manage, operate and construct the Project. Developer shall receive no separate fee from the UG for acting as construction manager or developer of the Project.

6.7 Payment and Performance Bonds. The General Contractor shall be required under the Construction Documents to furnish and maintain in full force and effect performance and labor and material payment bonds in the full amount of the Total Project Costs, as set forth in the Construction Documents. Said bonds shall be in form and substance and issued by a corporate surety satisfactory to Developer and the UG.

6.8 Permits and Reviews. Developer hereby recognizes, stipulates and agrees (a) that in the design, construction, completion, use or operation of the Improvements and Public Infrastructure Improvements, Developer, or its General Contractor, shall procure and pay for any and all permits, licenses or other forms of authorizations that are, from time to time, required; and (b) that nothing herein shall be construed as any release by the UG of the responsibility of Developer to comply with, and satisfy the requirements of, all Applicable Laws and Requirements.

6.9 Periodic Meetings with Developer. From the Effective Date until Substantial Completion of the Improvements and Public Infrastructure Improvements, Developer hereby agrees to meet with the UG at such intervals as Developer, the UG and any such designee of the UG shall mutually agree or reasonably request, and not more frequently than monthly, to review and discuss the design, development and construction of the Improvements and the Project.

6.10 Completion Date. Developer hereby agrees that, subject only to Force Majeure, Developer shall Substantially Complete construction of the Improvements described in Section 2.2(a) and the Public Infrastructure Improvements on or before December 31, 2022.

ARTICLE 7 USE AND OPERATION

7.1 Term. The Term of this Agreement shall commence on the Effective Date and shall expire on that date which is ten (10) years after the Effective Date (the "Term").

7.2 Use and Operation. Developer covenants that at all times during the Term, it will, at its expense:

(a) Use the Project only for the Permitted Uses.

(b) Conduct its business at all times in a dignified quality manner and in conformity with the first-class industry standards and in such manner as to help establish and maintain a high reputation for the Project.

7.3 Development Plan. During the Term, Developer agrees that it shall perform and comply with each and all of the terms and provisions of the Development Plan and not suffer or permit any default or breach of any such terms or provisions of the Development Plan.

7.4 Maintenance and Use. During the Term, Developer shall cause the Project, and all parts thereof, the Project Site and all other of its property used or useful in the conduct of its business and operations on the Project Site, to be maintained, preserved and kept in good repair and working order and in a safe condition, consistent at all times with other first-class apartment space in the greater metropolitan Kansas City area, and will make all repairs, renewals, replacements and improvements necessary for the safe, efficient, and advantageous conduct of its business and operations on the Project Site. Developer may make additions, alterations and changes to the Project so long as such additions, alterations and changes are made in compliance with all Applicable Laws and Requirements and the Development Plan, and as long as the same do not materially adversely affect Developer's ability to perform its obligations under this

Agreement. Developer agrees to set aside on its books such reserves for future maintenance and capital expenditures.

7.5 Compliance. Developer 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 Project; provided, however, that nothing contained in this Agreement shall require Developer 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 Developer in good faith by appropriate proceedings, and provided that Developer 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 Developer to meet its obligations under this Agreement. Developer 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.

7.6 Payment of Taxes and Other Charges. During the Term, Developer shall pay or cause to be paid as they become due and payable all taxes, assessments and other governmental charges lawfully levied or assessed or imposed upon Developer or the Project or any part thereof or upon any income therefrom, including, but not limited to, any taxes, assessments, PILOTs or other governmental charges levied, assessed or imposed on the Project, the Project Site, and/or the Improvements. Ad valorem property taxes shall be due in arrears, with half due on December 20th and half due on May 10th of each year in which said amount is required to be paid, and will be considered delinquent if not paid by such dates of each such year or as otherwise determined by Applicable Laws and Requirements. The obligation to make ad valorem property tax payments shall be a covenant running with the land and shall create a lien in favor of the UG on each such tax parcel as constituted from time to time and shall be enforceable against Developer and its successors and assigns in ownership of property on the Project Site. Notwithstanding the foregoing, Developer hereby covenants and agrees not to contest the assessed value of the properties, Improvements or the taxes on the Project, the Project Site and/or Improvements during the Term of this Agreement. Additionally, Developer hereby understands and agrees that if Developer shall fail to timely pay its ad valorem property taxes as set forth herein, that Developer's access to the IRB financing and reimbursement of Reimbursable Project Costs identified in Article 4 hereof shall be suspended until such taxes are paid in full.

7.7 Payment of Obligations. During the Term, Developer 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 Project to loss or forfeiture.

7.8 Liens and Encumbrances. During the Term, except for a Permitted Mortgage, Developer 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 Project, or any part thereof, and shall promptly cause to be discharged, challenged or terminated all mortgages, liens, security interests, charges and encumbrances that are not Permitted Encumbrances or a Permitted Mortgage. Notwithstanding the foregoing, any Permitted Mortgage shall be subject to the terms and conditions of this Agreement, including without limitation, Section 7.2 of this Agreement.

7.9 Licenses and Permits. During the Term, Developer 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 Project;

7.10 Insurance. During the Term, Developer shall maintain or cause to be maintained insurance with respect to the Project 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 such amounts as, in the reasonable judgment of the UG, are adequate to protect Developer, the UG and the Project, but in no event in an amount less than that required by the Insurance Specifications attached hereto as Exhibit E, and made a part hereof, or as otherwise required by the terms of the Transaction Documents. Each policy or other contract for such insurance shall (i) name the UG as an additional insured (with respect to liability insurance and only in an amount equal to Five Hundred Thousand Dollars (\$500,000)), 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 Developer 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.

7.11 Damage, Destruction or Condemnation.

(a) In the event of damage to or destruction of any portion of the Improvements resulting from fire or other Casualty during the Term, or in the event any portion of the Improvements 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 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, Developer and any Permitted Mortgagee ("Casualty Escrow"). If at any time during the Term, title to the whole or substantially all of the Improvements shall be taken in condemnation proceedings or by right of eminent domain, Developer, at its sole discretion, may terminate this Agreement as of the date of such taking. For purposes of this Section 7.11(a), "substantially all of the Improvements" shall be deemed to have been taken if the UG and Developer, each acting reasonably and in good faith, determine that the untaken portion of the Project, including the Parking Improvements, cannot be practically and economically used by Developer for the purposes and at the times contemplated by this Agreement.

(b) In the event of condemnation of less than the whole or substantially all of the Improvements during the Term, Developer, 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 Project, as nearly as possible, to their former condition, and shall be entitled to draw upon the Casualty Escrow for payment of said costs.

7.12 Indemnity. Developer 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 (a) the acquisition of the Project Site; (b) the design, construction and completion of the Project by Developer; (c) the use or occupation of the Project by Developer or anyone acting by, through or under it; (d) damage or injury, actual or claimed, of whatsoever kind or character occurring after Closing, to persons or property occurring or allegedly occurring in, on or about the Project; (e) any breach, default or failure to perform by Developer under this Agreement; and (f) any act by an employee of the UG at the Project Site which are within or under the control of Developer or pursued for the benefit of or on behalf of Developer. Developer 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 Developer 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 board members, directors, officers, employees or agents by reason of any such claim or demand, Developer, upon 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 bodily injury to persons or damage to property caused by the said party's own respective willful and malicious acts or omissions or gross negligence. The foregoing covenants contained in this Section 7.12 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.

7.13 Prohibition on Sales, Etc. Except for Permitted Encumbrances and a Permitted Mortgage and as otherwise provided herein, during the Term, Developer will not, without the prior written consent of the UG, (a) assign, sell, lease, mortgage or otherwise transfer the Project Site, the Improvements or equipment that comprise the Project or any part thereof or any interest therein; (b) merge with or into another corporation or sell or transfer to another corporation substantially all of its assets; or (c) assign this Agreement. Any such assignment, sale, lease, mortgage, merger or other transfer which is consented to by the UG shall be an "Approved Assignment" and the assignee, purchaser, lessee, mortgagee or transferee shall be an "Assignee." The UG shall have the right to grant or withhold its consent to any of the aforesaid in its reasonable discretion after inquiry and delivery of information to the UG as to whether the proposed Assignee has sufficient financial wherewithal and experience to successfully complete the Project according to the terms hereof. If there is an Approved Assignment, the Assignee shall assume and agree to pay and perform each and all of terms and provisions hereof. Notwithstanding the foregoing, the parties hereby agree as follows:

(a) Developer may, subject always to the terms of this Agreement, in the ordinary course of its business, but without the prior written approval of the UG, make leases of the residential units within the Project.

(b) The Developer may freely sell, assign, transfer or mortgage the Project (and this Agreement in connection with the same) without the consent of the UG once all relevant certificate of Substantial Completion and occupancy permits have been issued for the Project.

(c) The Developer may terminate this Agreement, and thereafter freely sell, assign, transfer or mortgage.

7.14 Access. During the Term, Developer hereby recognizes, acknowledges and agrees that the UG, and its duly authorized representatives and agents, shall have the right to enter the Project at reasonable times and upon reasonable notice, to substantiate compliance with this Agreement or, to the extent Developer has failed to cure any breach within applicable notice and cure periods, to cure any defaults under this Agreement. In exercising its rights hereunder, the UG shall use reasonable efforts to avoid unreasonable interference with the operation of the Project. Except as otherwise provided in this Agreement, the UG shall pay all costs it incurs under this provision. Nothing contained in this Section 7.14 shall restrict or impede the right of the UG to enter the Project pursuant to any Applicable Laws and Requirements.

7.15 Environmental Matters. Developer hereby agrees that by Closing on the transactions contemplated by this Agreement, Developer shall assume responsibility for the costs of any remediation of any environmental conditions upon the Project Site. Further, Developer shall not store, locate, generate,

produce, process, treat, transport, incorporate, discharge, emit, release, deposit or dispose of any Hazardous Substance in, upon, under, over or from the Project in violation of any Environmental Regulation; shall not permit any Hazardous Substance to be stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited, disposed of or to escape therein, thereupon, thereunder, thereover or therefrom in violation of any Environmental Regulations; shall cause all Hazardous Substances to be properly removed therefrom and properly disposed of in accordance with all applicable Environmental Regulations; shall not install or permit to be installed any underground storage tank therein or thereunder in violation of any Environmental Regulation; and shall comply with all other Environmental Regulations which are applicable to the Project. Developer shall indemnify the UG against, shall hold the UG harmless from, and shall reimburse the UG for, any and all claims, demands, judgments, penalties, fines, liabilities, costs, damages and expenses, including court costs and attorneys' fees incurred by the UG (prior to trial, at trial and on appeal) in any action against or involving the UG, resulting from any breach of the foregoing covenants or from the discovery of any Hazardous Substance, in, upon, under or over, or emanating from, the Project, whether or not Developer is responsible therefor, it being the intent of Developer and the UG that the UG shall have no liability or responsibility for damage or injury to human health, the environment or natural resources caused by, for abatement and/or clean-up of, or otherwise with respect to, Hazardous Substances, which arises subsequent to Closing. The foregoing covenants contained in this Section 7.15 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. Any amounts covered by the foregoing indemnification shall bear interest from the date incurred at the Prime Rate plus 2%, or, if less, the maximum rate permitted by law, and shall be payable on demand.

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 Developer from complying with all Applicable Laws and Requirements.

ARTICLE 8 SPECIAL PROVISIONS

8.1 Special Agreements of Developer.

(a) Developer recognizes, stipulates and agrees that it will actively market and advertise the Project in the Kansas City Metropolitan area and regionally.

(b) During the Term, Developer agrees to actively participate in the civic, charitable, educational, philanthropic and economic development of the Kansas City, Kansas/Wyandotte County community in activities of its choice.

8.2 LBE/MBE/WBE Employment Opportunity Goals. Developer agrees to comply with the goals set forth on **Exhibit E**, attached hereto and made a part hereof, in order to identify and provide employment opportunities for local businesses and contractors, women and local minority owned businesses. In the event Developer shall fail to meet the LBE/MBE/WBE goals set forth on **Exhibit F** for the construction of the Public Infrastructure Improvements, then Developer shall forfeit the right to reimbursement of Reimbursable Project Costs as otherwise set forth in Section 4.2 hereof. Additionally, Developer hereby understands and agrees that if it shall fail to meet the LBE/MBE/WBE goals for the Project set forth on **Exhibit F** for the construction of the Improvements, then the PILOTs shall be increased as set forth in **Exhibit D** hereof.

ARTICLE 9

DEFAULT AND REMEDIES

9.1 Default Provisions. Developer shall be in default under this Agreement if:

(a) Developer fails to make any of the payments of money required by the terms of this Agreement or any of the Transaction Documents, and Developer fails to cure or remedy the same within twenty (20) days after the UG has given Developer written notice specifying such default; or

(b) Developer fails to keep or perform any covenant or obligation herein contained on Developer's part to be kept or performed, and Developer fails to remedy the same within sixty (60) days after the UG has given Developer 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 Developer within such period and diligently pursued until the default is corrected; or

(c) Developer or any Affiliates of Developer 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 Developer or any Affiliates of Developer generally is not paying its debts as such debts become due; or Developer or any Affiliate of Developer 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 Developer, or any Affiliates of Developer and such appointment is not dismissed within sixty (60) days; or any execution or attachment shall issue against Developer whereupon the Project, or any part thereof, or any interest therein of Developer 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

(d) Developer breaches the representations and warranties set forth in this Agreement and fails to cure or correct same within fifteen (15) days of notice from the UG.

In the event of such default, the UG may take such actions, or pursue such remedies, as exist hereunder, or at law or in equity, and Developer 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.

9.2 Rights and Remedies. Upon the occurrence and continuance of a Developer default, the UG shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

(a) Whenever any default by Developer shall have occurred and be continuing, subject to applicable cure periods as set forth above, the UG may (i) refuse to approve any further Certificate of Expenditures or make any further reimbursements of Reimbursable Project Costs unless and until such default is cured by the Developer, and/or (ii) terminate the IRB financing set forth in Section 4.1, and/or (iii) terminate this Agreement, and/or (iv) exercise any remedies provided to the UG under the Transaction Documents. 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.

(b) The UG may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the specific performance of the duties and obligations of the Developer as set forth in this Agreement, to enforce or preserve any other rights or interests of the UG under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the UG resulting from such Developer default. Without limiting the foregoing, the Developer shall not be compelled by specific performance to construct the Project, the Improvements, or the Public Infrastructure Improvements.

(c) In the event of such default by Developer, the UG may take such actions, or pursue such remedies, as exist hereunder or at law or in equity and Developer 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.

(d) 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 Developer 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 Developer of any provision of this Agreement. The UG shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. Failure by the UG to enforce any such rights shall not be deemed a waiver thereof.

9.3 Default by the UG. The UG shall be in default under this Agreement if the UG fails to keep or perform any covenant or obligation herein contained on the UG's part to be kept or performed, and the UG fails to remedy the same within thirty (30) days after Developer has given the UG written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by the UG within such period and diligently pursued until the default is corrected. If a default by the UG occurs under this Agreement and is continuing, Developer may take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance by the UG of any provision of this Agreement, however, the UG's liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall the UG be liable for any remote or consequential damages. Developer shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceedings in equity. Under no circumstances shall the UG be liable for remote or consequential damages.

In the event of such default, Developer may take such actions, or pursue such remedies, as exist hereunder or at law or in equity; and if Developer is the prevailing party in an action to enforce its remedies hereunder, Developer shall be entitled, subject to Applicable Laws and Requirements, to reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of Developer in connection with the enforcement of such actions or remedies.

ARTICLE 10 MISCELLANEOUS

10.1 Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

10.2 Force Majeure. In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, strikes, lockouts, 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 ("Force Majeure"), then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 10.2 shall not be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations under this Agreement because of a lack of funds.

10.3 Covenants of Parties.

(a) Representations and Warranties of Developer. Developer represents and warrants to the UG as follows:

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

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

(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 Developer or any provision of law, statute, rule or regulation to which Developer is subject, or to any judgment, decree, license, order or permit applicable to Developer, 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 Developer is a party, by which Developer is bound, or to which Developer 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 Authority or regulatory body or third party is required for the due execution and delivery by Developer of this Agreement. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the performance by Developer 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 Developer, enforceable against Developer in accordance with the terms hereof.

(b) Representations and Warranties of the UG. The UG represents and warrants to the Developer as follows:

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

(ii) No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will contravene the ordinances, rules, regulations of the UG or the laws of the State nor result in a breach, conflict with or be inconsistent with any terms, covenants, conditions or provisions of any indenture, agreement or other instrument by which the UG is bound or to which the UG is subject.

(iii) No Consents. Other than the Commission's approval of this Agreement on or before the Effective Date, no consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the due execution and delivery by the UG of this Agreement. Except as set forth in Section 3.1(c) hereof, no consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the performance by the UG of this Agreement or the consummation of the transactions contemplated hereby.

(iv) Valid and Binding Obligation. This Agreement is the legal, valid and binding obligation of the UG enforceable against the UG in accordance with its terms.

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

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

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.

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

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.

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

10.10 Consents and Approvals. Wherever in this Agreement it is provided that the UG or Developer shall, may or must give its approval or consent, the UG or Developer 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 Developer or the UG in any action concerning the other's reasonableness will be action for declaratory judgment and/or specific performance, and in no event shall either such party be entitled to claim damages of any type or nature in any such action.

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) delivered by electronic mail (with follow up within one (1) business day by United States Mail or by nationally recognized overnight delivery service); or (iii) delivered in person, in each case if addressed to the parties set forth below:

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
Email: bcobbins@wycokck.org

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
Email: kjmoore@wycokck.org

And a copy to:

Douglas G. Bach
County Administrator
Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street, 9th Floor
Kansas City, Kansas 66101
Telephone: 913-573-5030
Email: dbach@wycokck.org

And a copy to:

Todd A. LaSala, Esq.
Stinson LLP
1201 Walnut Street, Suite 2900

Kansas City, Missouri 64106
Telephone: 816-842-8600
Email: todd.lasala@stinson.com

and to Developer at:

Nathaniel Hagedorn, CEO
NorthPoint Development
4825 NW 41st Street, Suite 500
Riverside, Missouri 64150
Telephone: 816-888-7380
Email: nhagedorn@northpointkc.com

with a copy to:

Evan Fitts
NorthPoint Development
4825 NW 41st Street, Suite 500
Riverside, Missouri 64150
Telephone: 816-888-7380
Email: efitts@northpointkc.com

All notices given by: (i) nationally recognized overnight delivery service, or (ii) electronic mail, followed up by regular United States mail or nationally recognized overnight delivery service in accordance with the above procedures, shall be deemed duly given one business day after they are so delivered. All notices given in person shall be deemed duly given when delivered.

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

10.13 Run with the Land. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors and assigns and shall run with the land. However, Developer shall remain liable in the event of a violation of any of the terms or restrictions set forth in Sections 7.8 and 7.13 hereof. At Closing, the parties shall record a memorandum describing this Agreement in the land records of Wyandotte County, Kansas.

10.14 Electronic Storage. The parties agree that the transactions described herein may be conducted and related documents may be received, sent or stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of page intentionally left blank. Signature pages follow.]

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

DEVELOPER:

VILLAGE WEST APARTMENTS III, LLC

By: _____

Name: _____

Title: _____

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2020 by _____, as _____ of Village West Apartments III, LLC, a Kansas limited liability company.

Printed Name: _
Notary Public in and for said State
Commissioned in _____ County

My commission expires:

INDEX OF EXHIBITS

Exhibit A-1	The Project Site - Legal Description
Exhibit A-2	The Project Site – Map
Exhibit B	Public Infrastructure Improvements
Exhibit C	Total Project Budget
Exhibit D	PILOT Schedule
Exhibit E	Insurance Specifications
Exhibit F-1	LBE/MBE/WBE Goals and Requirements (Construction of Public Infrastructure Improvements)
Exhibit F-2	LBE/MBE/WBE Goals and Requirements (Construction of Improvements)

EXHIBIT A-1

The Project Site - Legal Description

Preliminary Legal Description - This description is intended to facilitate planning and negotiation of land to be platted as Village West Apartments Phase 3. No ground survey has been performed and all bearings and distances are based on record dimensions.

A tract of land lying South of and adjoining Parallel Parkway, West of and adjoining Lot 1 of Village West Apartments and North of the proposed location of Delaware Avenue, all in Kansas City, Wyandotte County, Kansas and more particularly described as follows:

Commencing at the Northeast corner of Fractional Section 3, Township 11 North, Range 23 East;

Thence South 02°16'58" East, a distance of 1181.20 feet along the East side of said section;

Thence South 87°43'10" West, a distance of 1614.54 feet along the South right of way of the existing Delaware Avenue to the end of Delaware Avenue as it is currently constructed;

Thence North 02°16'50" West, a distance of 100.00 feet to the North line of Delaware Avenue and the South Line of said Lot 1;

Thence South 87°43'10" West, a distance of 394.98 feet along the South line of Lot 1;

Thence westerly a distance of 12.85 feet along a tangential curve concave to the south, having a radius of 1050.00 feet and a central angle of 00°43'10" to the Southwest corner of said Lot 1 and the POINT OF BEGINNING of the tract herein described;

Thence continuing along said curve from which the radius point bears South 02°58'54" East, westerly a distance of 93.19 feet along the curve concave to the south, having a radius of 1050.00 feet and a central angle of 05°05'07" to a point of cusp;

Thence North 01°56'36" West, a distance of 207.63 feet;

Thence South 88°03'24" West, a distance of 374.16 feet to the beginning of a curve tangent to said line;

Thence westerly a distance of 25.98 feet along the curve concave to the northeast, having a radius of 25.00 feet and a central angle of 59°32'01";

Thence North 32°24'36" West tangent to said curve, a distance of 61.71 feet;

Thence North 01°56'36" West, a distance of 766.48 feet;

Thence North 88°03'24" East, a distance of 508.92 feet;

Thence South 02°16'35" East, a distance of 352.95 feet;

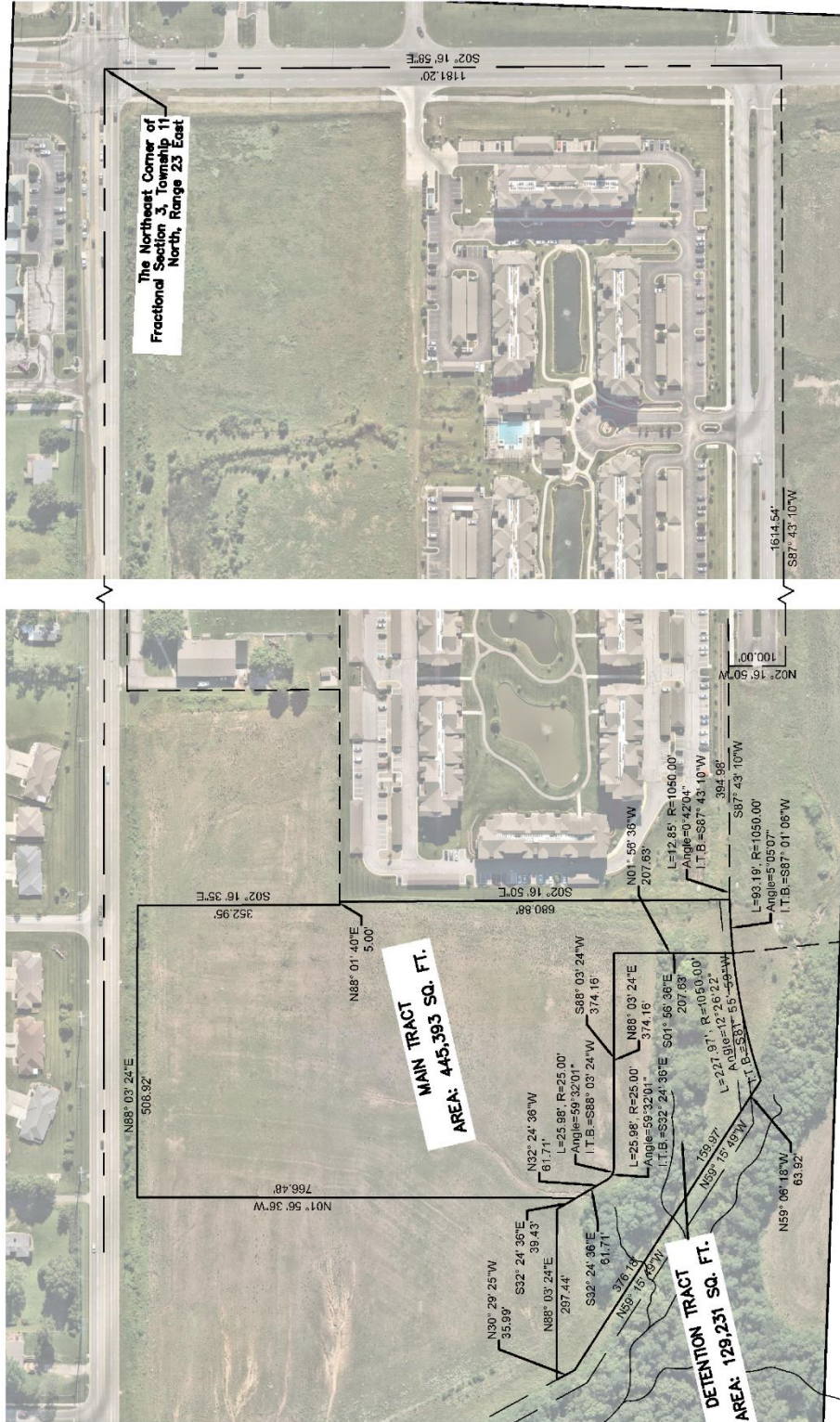
Thence North 88°01'40" East, a distance of 5.00 feet;

Thence South 02°16'50" East, a distance of 680.88 feet to the true POINT OF BEGINNING.

Said Main Tract containing 445,393 square feet or 10.22 acres more or less.

EXHIBIT A-2

The Project Site – Map



PRELIMINARY

NO BOUNDARY SURVEY CONDUCTED

AS SHOWN ON PRELIMINARY MAPS, THE BOUNDARY OF THE PROJECT SITE IS NOT GUARANTEED AND SHOULD BE VERIFIED BY A PROFESSIONAL SURVEYOR.

EXHIBIT B

Public Infrastructure Improvements

- The Public Infrastructure Improvements consists of the extension of Delaware Parkway approximately 442 linear feet to the West to provide access to the Project from Delaware Parkway, in accordance with the Plans and Specifications.

EXHIBIT C

Total Project Budget

Land Costs		Budget
Land Costs		\$ 2,700,000
Professional Fees		Budget
Architect Costs - Preliminary Design		\$ 80,000
Architect Costs - CD's		\$ 160,000
Structural Engineer - Preliminary Design		\$ 30,000
Structural Engineer - CD's		\$ 55,000
MEP - Preliminary Design		\$ 20,000
MEP - CD's		\$ 45,120
Total Bidding & Negotiating		\$ 47,500
Total Construction Administration		\$ 120,000
Landscape Design		\$ 15,000
Civil Engineering Costs - Preliminary Development Plan		\$ 50,000
Civil Engineering - CD's Final Development Plan		\$ 200,000
Interior Design - Lowery		\$ 101,000
Surveying (ALTA TOPO PLAT)		\$ 7,500
Geotech		\$ 7,540
NAHB Verification/Expense Fee		\$ -
Storm Water Study		\$ -
Special Inspections		\$ 85,000
Phase I Study		\$ 5,500
Reimbursable Expenses		\$ 20,000
Professional Fees		\$ 1,049,160
FF&E		Budget
Office Supply Inventory		\$ 5,000
Fitness Room Equipment / Other		\$ 55,000
TVs, Copier, Keytrack, Telephone System		\$ 15,000
Clubhouse Security & Sound		\$ 20,000
Lobbies in Buildings		\$ 18,000
Model Units Décor 1-Bedroom		\$ 28,000
Model Units Décor 2-Bedroom		\$ 35,000
Club House Décor / Pool Deck		\$ 275,000
Marketing - Job Trailer / Marketing Collateral / Website		\$ 60,000
Total FF&E Costs		\$ 511,000
Permitting / Indirect Costs		Budget
Excise Tax / Street Impact Fee		\$ -
Platting / Planning Fees		\$ 60,000
Parkland Dedication Fee		
Plan Review Fee		
Permit Costs		\$ 100,000
Sewer Fee		\$ 305,000

	BPU Water Main Extension	\$	75,000
	BPU Water Tap Fees	\$	85,000
	BPU Electric	\$	160,000
	Bond Issuance Cost Fees	\$	140,000
	Recording Fee's	\$	6,000
	Title Insurance Costs	\$	60,000
	Loan Fee	\$	150,000
	Financing Appraisal	\$	5,000
	Financing Construction Inspections	\$	30,000
	Legal Closing Costs	\$	75,000
	Legal Services	\$	100,000
Total Start Up Costs		\$	1,351,000
Construction Costs		Budget	
	FINAL CONSTUCTION CONTRACT	\$	40,920,000
	Allocated Contingency		
	Infrastructure Costs - Street Extension / Trails	\$	600,000
Construction Costs		\$	41,520,000
Contingency / Development Fees / Interest Costs		Budget	
	Interest Carry	\$	700,000
	Start Up Loses	\$	250,000
	PILOT During Construction	\$	60,000
	Contingency (2% of Construction Costs)	\$	830,400
Total Contingency / Development Fees / Interest Costs		\$	1,840,400
Total Development Costs		\$	48,971,560

EXHIBIT D

PILOT Schedule

Value/Unit	# Units	Projected Value	2019 Mill Rate	PILOT	Per Door Taxes
\$53,719.19	330	\$17,727,331.48	169.965992	\$346,500.00	\$1,050.00

With L/M/W		Without L/M/W		
Year	Per Unit	Annual PILOT Payment	Per Unit	Annual PILOT Payment
1	\$1,050.00	\$346,500.00	\$1,050.00	\$346,500.00
2	\$1,060.50	\$349,965.00	\$1,071.00	\$353,430.00
3	\$1,092.32	\$360,463.95	\$1,119.20	\$369,334.35
4	\$1,125.08	\$371,277.87	\$1,169.56	\$385,954.40
5	\$1,158.84	\$382,416.20	\$1,222.19	\$403,322.34
6	\$1,193.60	\$393,888.69	\$1,277.19	\$421,471.85
7	\$1,229.41	\$405,705.35	\$1,334.66	\$440,438.08
8	\$1,266.29	\$417,876.51	\$1,394.72	\$460,257.80
9	\$1,304.28	\$430,412.81	\$1,457.48	\$480,969.40
10	\$1,343.41	\$443,325.19	\$1,523.07	\$502,613.02
Total:		\$3,901,831.58		\$4,164,291.23

EXHIBIT E

Insurance Specifications

1. Worker's Compensation. Developer may self-insure, to the extent allowed by applicable law. The self-insured retention shall be that which is standard in the industry. Developer 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. Developer will purchase and maintain with primary limits of \$3,000,000.
3. Automobile Liability. Developer will purchase and maintain with primary limits of \$1,000,000.
4. Excess Liability. Developer will purchase and maintain excess liability insurance in an amount not less than \$5,000,000.
5. Special Perils Form Property Insurance. Developer 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 (if required and if available at a reasonable cost), along with fired vessel, boiler and machinery, and underground collapse may be required by the UG as additional perils.

EXHIBIT F-1

LBE/MBE/WBE PARTICIPATION AGREEMENT – VILLAGE WEST APARTMENTS III (CONSTRUCTION OF PUBLIC INFRASTRUCTURE)

THIS LBE/MBE/WBE PARTICIPATION AGREEMENT (the “**Agreement**”), by and between the Unified Government of Wyandotte County/Kansas City, Kansas (the “**UG**”) and Village West Apartments III, LLC (the “**Developer**”), sets forth procedures and goals for the utilization of local business, minority and women enterprises in connection with the development of a 330 unit, multifamily residential project in Kansas City, Kansas (“**Project**”), as defined below.

I. SCOPE

A. These procedures are applicable to the construction of the Public Infrastructure Improvements as defined in that certain Development Agreement between the UG and Developer, dated _____, 2020 (the “**Development Agreement**”), whether performed by or on behalf of Developer, including, design, development, and Construction of the Public Infrastructure Improvements as detailed on **Exhibit B** to the Development Agreement, including, but not limited to, all aspects of Construction of the improvements and related facilities including labor, materials and supplies, and construction related services whether undertaken by or on behalf of Developer.

II. DEFINITIONS

A. “**Construction**” means all aspects of the construction including labor, materials and supplies, and construction related services, whether performed or contracted for by or on behalf of Developer.

B. “**Contractor**” means the Proposer selected by the Developer for the Project.

C. “**Local Business Enterprise**” (or “**LBE**”) means a business headquartered or which maintains a Substantial Local Office that performs the significant functions of the business in Wyandotte County or a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and whose day-to-day management is under the control of an individual residing in Wyandotte County. There is no formal certification process for LBE designation and it is determined and assigned based upon the criteria referenced in this definition and payment of all applicable Wyandotte County taxes and/or licensing fees.

D. “**Minority Business Enterprise**” (or “**MBE**”) means a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and/or whose day-to-day management is under the control of a person who is a member of an American ethnic minority group including African-American, Asian-Indian, Asian-Pacific, Hispanic and Native American.

E. “**Project**” means the Construction of the Public Infrastructure Improvements as detailed on **Exhibit B** to the Development Agreement.

F. “**Proposer**” means a construction firm that submits a proposal in response to a solicitation for proposals issued by Developer with respect to the Construction of the Project or with respect to the annual operations of the Project.

G. “**Specialized Services**” means expertise, services, or products that are only available through sole source providers or national vendors, or are unique to the business of the Project.

H. “Substantial Local Office” means an office operated and financially supported by a firm that has sufficient space, staff and equipment to carry on the local business of the firm and that is engaged in significant, on-going local involvement with the business community in Wyandotte County, KS. The term "Substantial Local Office" shall specifically exclude any office that has been established for the sole purpose of participating in a specific Project.

I. “Women Business Enterprise” (or “WBE”) means a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and/or whose day-to-day management is under the control of one or more women who are U.S. citizens or legal resident aliens.

III. GOALS FOR LBE/MBE/WBE PARTICIPATION.

Developer and its Contractor will meet the LBE/MBE/WBE participation percentage goals listed in the below chart based upon the total cost of the Project. In no event shall Developer be required to incur higher costs as a result of its commitment to attempt to meet such goals. These goals are based upon a disparity study performed for the Kansas City Metropolitan Area for LBE, MBE, and WBE participation. These goals are not quotas or set asides.

Business Category	Participation Percentage Goal – Percentage of Total Construction Cost for the Project
LBE	12%
MBE	6%
WBE	4%

It is the intent of the UG to give preference to the utilization of LBEs so long as all other factors relating to the award of an individual contract are equal. If the factors relating to an award of an individual contract are equal, the Developer shall give preference to the utilization of LBEs over the utilization of MBEs and WBEs.

IV. ELIGIBILITY FOR CREDIT

A. Only LBE businesses that are qualified and/or MBE or WBE businesses that are certified or undergoing certification by the Kansas Department of Commerce, the City of Kansas City, Missouri, the State of Missouri, the Missouri Department of Transportation, the MidAmerica Minority Business Development Council, and/or the Women’s Business Enterprise National Council or any other applicable or appropriate public or private entity or other entity mutually acceptable to the UG and the Developer (each, an “approved” business) may be counted towards the participation goals in Section III above.

B. In the event that a contract has been awarded on the Project to an approved LBE, MBE, or WBE business, and such LBE, MBE or WBE business later becomes unapproved prior to the completion and acceptance of all the work to be provided under such contract, then Developer shall receive credit towards the goal for only that portion of work performed or services provided up to the point such business becomes unapproved.

V. CONSTRUCTION UTILIZATION

A. The goals set forth in Section III may be met by the expenditure of dollars with approved LBE, MBE and/or WBE businesses, contractors, labor suppliers, regular dealers, manufacturers, material suppliers, subcontractors, software vendors, consultants, other Construction-related products, suppliers, and/or services, or through joint ventures with approved LBEs, MBEs or WBEs. The participation of certified LBE, MBE and/or WBE Proposers may count toward a goal for which they qualify.

B. A joint venture involving an approved LBE, MBE, and/or WBE as a partner may be counted towards the applicable goal only to the extent of the dollar amount for which the approved LBE, MBE, and/or WBE is responsible; provided that if the LBE, MBE, and/or WBE is the majority partner in such joint venture, then the entire joint venture contract amount shall be counted, less any work subcontracted to the non LBE, MBE, and/or WBE joint venture partner. To receive credit, the approved LBE, MBE, and/or WBE must be responsible for a clearly defined portion of the work, profits, risks, assets, and liabilities of the joint venture.

C. Participation by a certified MBE owned by a minority woman may be counted as MBE participation or as WBE participation; however, this participation cannot be counted both for MBE and WBE participation. However, a certified MBE or WBE that also qualifies as an LBE may also be counted towards the LBE goal. For additional clarification purposes, a qualified LBE, which also certified as an MBE or WBE, shall be counted toward both the LBE and the MBE or WBE goals in the Developer's sole discretion.

D. The LBE, MBE, or WBE must be responsible for the execution of a distinct element of the work by actually performing, managing, or supervising its function in the work identified in the agreement with such LBE, MBE or WBE. Brokering is not credited.

VI. CONTRACT AWARD COMPLIANCE PROCEDURES

A. Solicitation Documents. The solicitation documents, for each contract for which goals are established, shall contain a description of the requirements set forth in this Agreement and the LBE, MBE, and WBE goals. Upon request by the UG, Developer shall submit the solicitation documents and the bid list to the UG.

B. Subcontractor Relations - Documentation of Subcontracting Agreements. All subcontracting services for LBE, MBE and/or WBE businesses shall be evidenced by an agreement which shall include the scope of work to be performed and the amount to be paid for performance of the work. Unit price subcontracts are acceptable if appropriate to the type of work being performed.

VII. UG'S ASSISTANCE TO PROJECT

The UG shall use its best efforts to provide assistance to Developer and its agents so that Developer may fulfill its participation goals as set forth in this Agreement. The Developer assumes all responsibility for its efforts in meeting the goals and complying with the procedures and processes set forth herein. Examples of such assistance by the UG include but are not limited to:

A. providing information and technical assistance regarding this Project to the Developer and its agents including the Contractor and any other contractors, subcontractors, LBEs, MBEs, WBEs, officials and other interested persons;

B. developing and maintaining a registry of approved LBE, MBE and WBE businesses;

C. assisting with identifying potential LBEs, MBEs, and WBEs and reviewing their qualifications to participate in the Project;

D. updating the Developer and its agents on current or proposed affirmative action legislation enacted by the UG that may affect the Project;

- E.** frequently reviewing Developer and the Contractor and any other contractor or subcontractor performance and LBE, MBE, and/or WBE participation on the Project;
- F.** providing advice relative to utilization and compliance matters;
- G.** conducting compliance reviews and audits of LBE, MBE, and WBE and participation;
- H.** assisting the Developer and its agents in addressing issues related to the goals and procedures set forth in this Agreement;
- I.** reviewing complaints from LBEs, MBEs, WBEs, and any other interested persons regarding these goals and procedures with Developer and its agents; and
- J.** assisting in the Developer's development of forms to document compliance with these procedures.

VIII. DEVELOPER COMPLIANCE; RECORDS AND REPORTS.

A. Records. Developer shall maintain those records as may reasonably be required to demonstrate compliance with the goals and procedures set forth in this Agreement. These records shall be made available to the UG at Developer's offices during business hours and upon reasonable advance notice.

B. Construction Utilization Plan Reports. Developer shall provide the UG with information sufficient to document the participation under this Agreement, which may include periodically providing the Construction Utilization Plan as set forth on Exhibit 2. Such information may include for each LBE, MBE, or WBE whose participation is utilized by Developer to be applied to the goals set forth herein: business name and address of each LBE, MBE, and/or WBE; and a brief description of the work to be performed by each such LBE, MBE and/or WBE.

C. Remedies. If, after review of the Developer's construction and related reports by the Unified Government Contract Compliance Department, the UG determines that the participation goals contained in this Agreement have not been met, then the UG shall have such remedies set forth in Section 8.2 of the Development Agreement. The UG shall also have the right to renegotiate LBE, MBE, and WBE goals for future construction projects.

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

VILLAGE WEST APARTMENTS III, LLC

By: _____
Douglas G. Bach
County Administrator
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT 1
Legal Description -- Link

EXHIBIT 2
Construction Utilization Plan

EXHIBIT F-2

LBE/MBE/WBE PARTICIPATION AGREEMENT – VILLAGE WEST APARTMENTS (CONSTRUCTION OF IMPROVEMENTS)

THIS LBE/MBE/WBE PARTICIPATION AGREEMENT (the “**Agreement**”), by and between the Unified Government of Wyandotte County/Kansas City, Kansas (the “**UG**”) and Village West Apartments III, LLC (the “**Developer**”), sets forth procedures and goals for the utilization of local business, minority and women enterprises in connection with the development of a 330 unit, multifamily residential project in Kansas City, Kansas (the “**Project**”), as defined below.

I. SCOPE

A. These procedures are applicable to the construction of the Project, as further described in that certain Development Agreement between the UG and Developer, dated _____, 2020 (the “**Development Agreement**”), whether performed by or on behalf of Developer, including, but not limited to, all aspects of Construction of the Project and related facilities including labor, materials and supplies, and construction related services whether undertaken by or on behalf of Developer, but not including Specialized Services.

II. DEFINITIONS

A. “**Construction**” means all aspects of the construction including labor, materials and supplies, and construction related services, whether performed or contracted for by or on behalf of Developer.

B. “**Contractor**” means the Proposer selected by the Developer for the Project.

C. “**Local Business Enterprise**” (or “**LBE**”) means a business headquartered or which maintains a Substantial Local Office that performs the significant functions of the business in Wyandotte County or a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and whose day-to-day management is under the control of an individual residing in Wyandotte County. There is no formal certification process for LBE designation and it is determined and assigned based upon the criteria referenced in this definition and payment of all applicable Wyandotte County taxes and/or licensing fees.

D. “**Minority Business Enterprise**” (or “**MBE**”) means a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and/or whose day-to-day management is under the control of a person who is a member of an American ethnic minority group including African-American, Asian-Indian, Asian-Pacific, Hispanic and Native American.

E. “**Project**” means the Construction of a new apartment complex and as legally described in Exhibit 1 to this Agreement.

F. “**Proposer**” means a construction firm that submits a proposal in response to a solicitation for proposals issued by Developer with respect to the Construction of the Project or with respect to the annual operations of the Project.

G. “**Specialized Services**” means expertise, services, or products that are only available through sole source providers or national vendors, or are unique to the business of the Project.

H. “Substantial Local Office” means an office operated and financially supported by a firm that has sufficient space, staff and equipment to carry on the local business of the firm and that is engaged in significant, on-going local involvement with the business community in Wyandotte County, KS. The term "Substantial Local Office" shall specifically exclude any office that has been established for the sole purpose of participating in a specific Project.

I. “Women Business Enterprise” (or “WBE”) means a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and/or whose day-to-day management is under the control of one or more women who are U.S. citizens or legal resident aliens.

III. GOALS FOR LBE/MBE/WBE PARTICIPATION.

Developer and its Contractor will meet the LBE/MBE/WBE participation percentage goals listed in the below chart based upon the total cost of the Project. In no event shall Developer be required to incur higher costs as a result of its commitment to attempt to meet such goals. These goals are based upon a disparity study performed for the Kansas City Metropolitan Area for LBE, MBE, and WBE participation. These goals are not quotas or set asides.

Business Category	Participation Percentage Goal – Percentage of Total Construction Cost for the Project
LBE	12%
MBE	6%
WBE	4%

It is the intent of the UG to give preference to the utilization of LBEs so long as all other factors relating to the award of an individual contract are equal. If the factors relating to an award of an individual contract are equal, the Developer shall give preference to the utilization of LBEs over the utilization of MBEs and WBEs.

IV. ELIGIBILITY FOR CREDIT

A. Only LBE businesses that are qualified and/or MBE or WBE businesses that are certified or undergoing certification by the Kansas Department of Commerce, the City of Kansas City, Missouri, the State of Missouri, the Missouri Department of Transportation, the MidAmerica Minority Business Development Council, and/or the Women’s Business Enterprise National Council or any other applicable or appropriate public or private entity or other entity mutually acceptable to the UG and the Developer (each, an “approved” business) may be counted towards the participation goals in Section III above.

B. In the event that a contract has been awarded on the Project to an approved LBE, MBE, or WBE business, and such LBE, MBE or WBE business later becomes unapproved prior to the completion and acceptance of all the work to be provided under such contract, then Developer shall receive credit towards the goal for only that portion of work performed or services provided up to the point such business becomes unapproved.

V. CONSTRUCTION UTILIZATION

A. The goals set forth in Section III may be met by the expenditure of dollars with approved LBE, MBE and/or WBE businesses, contractors, labor suppliers, regular dealers, manufacturers, material suppliers, subcontractors, software vendors, consultants, other Construction-related products, suppliers,

and/or services, or through joint ventures with approved LBEs, MBEs or WBEs. The participation of certified LBE, MBE and/or WBE Proposers may count toward a goal for which they qualify.

B. A joint venture involving an approved LBE, MBE, and/or WBE as a partner may be counted towards the applicable goal only to the extent of the dollar amount for which the approved LBE, MBE, and/or WBE is responsible; provided that if the LBE, MBE, and/or WBE is the majority partner in such joint venture, then the entire joint venture contract amount shall be counted, less any work subcontracted to the non LBE, MBE, and/or WBE joint venture partner. To receive credit, the approved LBE, MBE, and/or WBE must be responsible for a clearly defined portion of the work, profits, risks, assets, and liabilities of the joint venture.

C. Participation by a certified MBE owned by a minority woman may be counted as MBE participation or as WBE participation; however, this participation cannot be counted both for MBE and WBE participation. However, a certified MBE or WBE that also qualifies as an LBE may also be counted towards the LBE goal. For additional clarification purposes, a qualified LBE, which also certified as an MBE or WBE, shall be counted toward both the LBE and the MBE or WBE goals in the Developer's sole discretion.

D. The LBE, MBE, or WBE must be responsible for the execution of a distinct element of the work by actually performing, managing, or supervising its function in the work identified in the agreement with such LBE, MBE or WBE. Brokering is not credited.

VI. CONTRACT AWARD COMPLIANCE PROCEDURES

A. Solicitation Documents. The solicitation documents, for each contract for which goals are established, shall contain a description of the requirements set forth in this Agreement and the LBE, MBE, and WBE goals. Upon request by the UG, Developer shall submit the solicitation documents and the bid list to the UG.

B. Subcontractor Relations - Documentation of Subcontracting Agreements. All subcontracting services for LBE, MBE and/or WBE businesses shall be evidenced by an agreement which shall include the scope of work to be performed and the amount to be paid for performance of the work. Unit price subcontracts are acceptable if appropriate to the type of work being performed.

VII. UG'S ASSISTANCE TO PROJECT

The UG shall use its best efforts to provide assistance to Developer and its agents so that Developer may fulfill its participation goals as set forth in this Agreement. The Developer assumes all responsibility for its efforts in meeting the goals and complying with the procedures and processes set forth herein. Examples of such assistance by the UG include but are not limited to:

A. providing information and technical assistance regarding this Project to the Developer and its agents including the Contractor and any other contractors, subcontractors, LBEs, MBEs, WBEs, officials and other interested persons;

B. developing and maintaining a registry of approved LBE, MBE and WBE businesses;

C. assisting with identifying potential LBEs, MBEs, and WBEs and reviewing their qualifications to participate in the Project;

D. updating the Developer and its agents on current or proposed affirmative action legislation enacted by the UG that may affect the Project;

E. frequently reviewing Developer and the Contractor and any other contractor or subcontractor performance and LBE, MBE, and/or WBE participation on the Project;

F. providing advice relative to utilization and compliance matters;

G. conducting compliance reviews and audits of LBE, MBE, and WBE and participation;

H. assisting the Developer and its agents in addressing issues related to the goals and procedures set forth in this Agreement;

I. reviewing complaints from LBEs, MBEs, WBEs, and any other interested persons regarding these goals and procedures with Developer and its agents; and

J. assisting in the Developer's development of forms to document compliance with these procedures.

VIII. DEVELOPER COMPLIANCE; RECORDS AND REPORTS.

A. Records. Developer shall maintain those records as may reasonably be required to demonstrate compliance with the goals and procedures set forth in this Agreement. These records shall be made available to the UG at Developer's offices during business hours and upon reasonable advance notice.

B. Construction Utilization Plan Reports. Developer shall provide the UG with information sufficient to document the participation under this Agreement, which may include periodically providing the Construction Utilization Plan as set forth on Exhibit 2. Such information may include for each LBE, MBE, or WBE whose participation is utilized by Developer to be applied to the goals set forth herein: business name and address of each LBE, MBE, and/or WBE; and a brief description of the work to be performed by each such LBE, MBE and/or WBE.

C. Remedies. If, after review of the Developer's construction and related reports by the Unified Government Contract Compliance Department, the UG determines that the participation goals contained in this Agreement have not been met, then the UG shall have such remedies as set forth in Section 8.2 of the Development Agreement. The UG shall also have the right to renegotiate LBE, MBE, and WBE goals for future construction projects.

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

By: _____
Douglas G. Bach
County Administrator

Date: _____

VILLAGE WEST APARTMENTS III, LLC

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT 1
Legal Description -- Link

EXHIBIT 2
Construction Utilization Plan

ANNEX 1
DEFINITIONS

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

"Agreement" means this Development Agreement for Village West Apartments III by and between the UG and Developer.

"Applicable Laws and Requirements" shall mean any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by Government Authorities, and all requirements of any insurers. Applicable Laws and Requirements shall include, without limitation, the Development Plan, the Kansas Cash Basis Law (K.S.A. 10-1100 *et seq.*) and Budget Law (K.S.A. 75-2935 *et seq.*).

"Approved Assignment" means any assignment, sale, lease, mortgage, merger or other transfer which is consented to by the UG pursuant to Section 7.13.

"Assignee" means the assignee, purchaser, lessee, mortgagee, or transferee of an Approved Assignment pursuant to Section 7.13.

"Casualty" means any fire, storm, earthquake, tornado, flood or natural disaster or other sudden, unexpected or unusual cause of damage or destruction.

"Casualty Escrow" means the net proceeds of any insurance relating to damage or destruction of any portion of the Improvements, the net proceeds of condemnation or taking of any portion of the Improvements, or the net proceeds of any realization on title insurance paid into, and used in accordance with, a construction escrow agreement satisfactory to the UG, Developer, and Permitted Mortgagee, as described in Section 7.11(a).

"Closing" means the date on which Developer shall close on the acquisition of the Project Site.

"Completion Dates" means the applicable date(s) identified for completion of construction of the Improvements and Public Infrastructure Improvements, as described in Section 6.10.

"Construction Documents" means the Developer's construction documents relative to the Improvements and the Public Infrastructure Improvements, as described in Section 6.3.

"Contribution Agreement" means that certain contribution agreement between Developer and the current owner of Project Site, as described in Recital B.

"Developer" means Village West Apartments III, LLC, a Kansas limited liability company.

"Development Plan" means the plan for the Improvements agreed to by Developer and the UG, as described in Section 2.2.

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

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

"Force Majeure" is defined in Section 10.2.

"GAAP" means generally accepted accounting principles.

"General Contractor" means the general contractor(s) selected by Developer for the Improvements and the Public Infrastructure Improvements, as described in Section 6.3.

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

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

"Improvements" means those certain improvements to be constructed in the Project, as described in Section 2.2.

"Insurance Specifications" means the insurance requirements on Developer in connection with the Project as generally described in Section 7.10 and more fully set forth in **Exhibit E**.

"IRB" means industrial revenue bond financing pursuant to K.S.A. 12-1741 *et seq.*

"Material Changes" means any substantial change to any agreement, plan or other document referred to herein, which change would require changes to Developer's permits or approval of the appropriate Government Authorities or is required by Applicable Laws and Requirements.

"Parking Improvements" means any parking improvements provided for in Section 2.2(c).

"Permitted Encumbrances" means any liens, restrictions, claims, easements, rights-of-way, encroachments, reservations, or other matters or encumbrances affecting the Project Site, which are acceptable to Developer in its sole discretion.

"Permitted Mortgage" means any mortgage placed on the Project Site or any part thereof in connection with any construction or permanent financing of the Project.

"Permitted Mortgagee" means the holder of the Permitted Mortgage.

"Permitted Uses" means multi-family residential apartment buildings, including amenities and related infrastructure, as described in Section 2.2.

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

"PILOT" means payment-in-lieu-of-taxes, as described in Section 4.1(b) and to be paid by Developer pursuant to the schedule attached hereto as **Exhibit D**.

"Plans and Specifications" means those plans and specifications for the Improvements and the Public Infrastructure Improvements, as described in Section 6.2.

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

"Project" means the design, development, and construction of certain Improvements on the Project Site for use as apartment buildings and related amenities, as described in Recital A and Section 2.2.

"Project Site" means that property described in Recital A, legally described on **Exhibit A-1** and depicted on **Exhibit A-2**.

"Public Financing Conditions" means the conditions precedent to the issuance and delivery to Developer of any public financing contemplated under the terms of the Agreement, as described in Section 3.1.

"Public Infrastructure Improvements" means the design, construction and completion of an extension of Delaware Parkway, as described in Section 2.4 and **Exhibit B**.

"Public Infrastructure Improvements Contract" means the Construction Documents for the Public Infrastructure Improvements.

"Reimbursable Project Costs" means a portion of the costs of construction for the Public Infrastructure Improvements to be reimbursed to the Developer by the UG pursuant to the terms and conditions set forth in Section 4.2.

"Reimbursable Project Costs Cap" means an amount equal to Two Hundred Sixty Seven Thousand Fourteen Dollars (\$267,014), as described in Section 4.2(a).

"State" means the State of Kansas.

"Substantial Completion" or **"Substantially Complete"** means the stage in the progress of the construction of the Project, or as to any particular portion thereof, when construction is sufficiently complete so that the Project or such particular portion can be occupied or utilized for its intended use (which shall be evidenced by the receipt a temporary certificate of occupancy).

"Term" means the term of this Agreement as set forth in Section 7.1.

"Transaction Documents" means the lease, along with any bond trust indentures, bond purchase agreements, tax compliance agreements, financing agreements, and other similar documents executed and delivered by the parties in connection with the IRB financing.

"Total Project Budget" means the budget attached hereto as **Exhibit C**.

"Total Project Costs" means the costs of acquiring, designing, developing, constructing and completing the Project, as more particularly set forth in the Total Project Budget attached hereto as **Exhibit C**.

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

A Tax Abatement Cost-Benefit Analysis of Village West Apartments III, LLC for the Unified Government of Kansas City/Wyandotte County

Completed by
Municipal Consulting, LLC
1/24/2020

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ABOUT THIS REPORT:

This report uses data that was collected from the firm involved and budget reports from each of the taxing entities where the project is to be located. This data is summarized on pages 4 and 5. In addition, various calculations were applied to the data using rates and information gathered from the current economic and financial conditions.

DEFINITIONS USED:

- **Rate of Return:** Incentives and tax abatements granted by the taxing entities are equivalent to a public investment in the firm. Comparing these investments to the various benefits received over the 10-year project period by the public entity produces an average annual rate of return for the period. Generally, a rate of return that exceeds the entity's cost of capital would be considered a favorable investment.
- **Net Present Value:** This is the amount that a future series of payments is worth today, given an assumed discount rate. The only way to accurately compare payments to be made or received in the future to the dollar value at present is with Net Present Value. Generally a positive net present value represents and acceptable investment opportunity.
- **Benefit - Cost Ratio:** Typically referred to as the "Cost-Benefit Ratio," this is the ratio of the public entity benefits received over the 10-year project life to the public costs incurred over the same period. If the ratio is above 1.0, then the benefits exceed the costs, and if it is less than 1.0, the costs exceed the benefits. Generally, a public entity would like to have a Benefit-to-Cost ratio of 1.3 or better in order to grant a tax abatement and/or other incentives. However, the governing body may take into account the other economic benefits of the project in making that decision.

DISCLAIMER:

This report is prepared using a variety of assumptions regarding discount rate, inflation rate, and other economic variables. It also uses information submitted by the firm based on its best estimates of what they expect to occur in the next decade. Future business results and economic factors are not and cannot be guaranteed. Therefore, we provide no guarantee on the future performance of the firm, or that conditions within the taxing entities will remain as they are today. The governing body should make its decision on the best information presented, while fully recognizing that future performance could be substantially different.

COMMENTS SPECIFIC TO THIS PROJECT:

The overall costs and benefits for each taxing entity are:

Taxing Entity	Benefit to Cost Ratio	Average Return on Investment
City of Kansas City	3.03	20%
Wyandotte County	2.65	17%
Piper-Kansas City USD 203	5.00	40%
KC Community College	2.98	20%
Wyandotte County Library	2.38	9%
State of Kansas	1.54	5%

Each of the taxing entities has a positive benefit-to-cost ratio in excess of the desired 1.3. This report assumes that the Unified Government will approve a 100% property tax abatement for 10 years. A graduated PILOT payment has been considered in this analysis. This report assumes that the firm will obtain a sales tax exemption on construction materials and that the existing sales tax rates for the city, county and state will remain the same. We point out that the main economic benefits of this project are from new residents rather than new jobs.

We used conservative assumptions that the apartments would be 50% leased in Year 1, 75% in Year 2 and 95% in Year 3, and that only 50% of the new residents would come from outside the city.

If you have any questions or comments, you may reach me with the contact information below.

R. Steven Robb

Digitally signed by R. Steven Robb
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Date: 2020.01.24 12:03:49 -06'00'

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2207 N. Free King Hwy, Pittsburg, KS 66762-8418

Column1	Column2	Column3	Column4	Column5	Column6
COST-BENEFIT ANALYSIS PROJECT SUMMARY					
PROJECT NAME:	Village West Apartments III, LLC				(Without L/M/W)
DATE:			1/24/2020		
GOVERNMENTAL ENTITIES INVOLVED:					
CITY:			City of Kansas City		
COUNTY:			Wyandotte County		
SCHOOL DISTRICT:			Piper-Kansas City USD 203		
SPECIAL TAXING DISTRICT #1			KC Community College		
SPECIAL TAXING DISTRICT #2			Wyandotte County Library		
STATE:			State of Kansas		
INFLATION RATE:		1.50%	DISCOUNT RATE:		2.50%

Village West Apartments III, LLC

Column1	Column2	Column3	Column4	Column6	Column7	Column11
Community Data Inputs:						
	City of Kansas City	Wyandotte County	Piper-Kansas City USD 203	KC Community College	Wyandotte County Library	State
Mill Levy	38.398337	39.263448	57.122464	27.559729	6.122014	1.500
Market Value New Home	\$136,000	\$142,800	\$270,300	\$142,800	\$136,000	\$239,700
Sales Tax	1.625%	1.000%	n/a	n/a	n/a	6.50%
Transient Guest Tax	8.00%	0.00%	n/a	n/a	n/a	n/a
Utility Revenue/HsHld	\$0.93	n/a	n/a	n/a	n/a	n/a
Franchise Fees/HsHld	\$512.25	n/a	n/a	n/a	n/a	n/a
Other Revenues/Res.	\$71.20	\$72.13	n/a	\$250.15	\$37.09	\$1,078.69
Marg. Cost/Res./Student	\$103.74	\$36.48	\$1,204.72	\$23.09	\$10.49	\$555.12
Other Revenues/Worker	\$66.26	\$67.12	n/a	\$232.78	\$34.51	\$936.49
Marginal Cost/New Worker	\$96.54	\$33.95	n/a	\$21.49	\$9.76	\$481.94
State Funding/Pupil	n/a	n/a	\$7,438.47	n/a	n/a	n/a
Federal Funding/Pupil	n/a	n/a	\$218.62	n/a	n/a	n/a
Visitor Daily Spending	\$50.00	\$50.00				\$75.00
Average Hotel Room Rate	\$100	\$100				n/a
Retail Pull Factor	0.95	0.96				n/a
Percent of County Share	90.90%	100.00%				n/a
Ann. Local Per Capita Sales Tax	\$211	\$158				n/a
Ann. State Per Capita Sales Tax	\$835	\$919				\$952
Annual Per Capita Retail Sales	\$12,840	\$14,142				\$14,654
Average Household Size	2.68	2.67				2.49
Avg. Wage-All Occupations	\$50,200	\$50,200				\$45,277

Village West Apartments III, LLC

Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9	Column10	Column11	Column12	Column13	Column14	Column15
Firm Data Inputs:			First Expansion- Year 1											
			Land	Building	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
Investment in Land & Building			\$2,700,000	\$43,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45,700,000
Investment in Fixtures, etc.				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City Incentives														\$0
		Growth	Const. Per.	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10	Total
Sales		0.00%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Purchases		0.00%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net City Util. Revenue		3.00%	\$0	\$139	\$209	\$265	\$269	\$273	\$277	\$281	\$285	\$294	\$302	\$2,592
Franchise Fees		3.00%	\$0	\$42,261	\$63,391	\$80,295	\$81,500	\$82,722	\$83,963	\$85,222	\$86,501	\$89,096	\$90,432	\$785,382
PILOT- City			\$0	\$78,281	\$79,846	\$83,439	\$87,194	\$91,118	\$95,218	\$99,503	\$103,980	\$108,660	\$113,549	\$940,787
PILOT - County			\$0	\$80,044	\$81,645	\$85,319	\$89,158	\$93,171	\$97,363	\$101,745	\$106,323	\$111,108	\$116,107	\$961,983
PILOT - State			\$0	\$3,058	\$3,119	\$3,259	\$3,406	\$3,559	\$3,720	\$3,887	\$4,062	\$4,245	\$4,436	\$36,751
PILOT - School			\$0	\$116,452	\$118,781	\$124,127	\$129,712	\$135,549	\$141,649	\$148,023	\$154,684	\$161,645	\$168,919	\$1,399,542
PILOT - Comm. Coll.			\$0	\$56,184	\$57,308	\$59,887	\$62,582	\$65,398	\$68,341	\$71,416	\$74,630	\$77,988	\$81,498	\$675,234
PILOT- Library			\$0	\$12,481	\$12,730	\$13,303	\$13,902	\$14,527	\$15,181	\$15,864	\$16,578	\$17,324	\$18,104	\$149,994
New Resident Households ²			0	165	83	66	0	0	0	0	0	0	0	314
Households new to the city			50%	82.5	41.3	33.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	157.0
Households new to the county			30%	49.5	24.8	19.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	94.0
Households new to the state			5.0%	8.3	4.1	3.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	15.7
New students in K-12				82.5	41.3	33.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	156.8
New Employees				7.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	7.0
New employee average salary			1.50%	\$38,905	\$39,488	\$40,081	\$40,682	\$41,292	\$41,912	\$42,540	\$43,178	\$43,826	\$44,483	N/A
Tax Abatement-Land				100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	N/A
Tax Abatement-Bldg.				100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	N/A
Visitors		0.0%	0	0	0	0	0	0	0	0	0	0	0	0
			City	County	State									
Percentage of sales taxable in the			0%	0%	0%									
Percentage of purchases taxable in the			80%	80%	80%									
Assumed Inflation Rate			1.50%											

¹ Fixtures, furniture and equipment costs are exempt from sales taxes, but are included here to reflect the firm's total investments.

² Assumption is that apartments will be 50% leased in Year 1, 75% in Year 2 and 95% by Year 3 and thereafter.

Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9
COST-BENEFIT ANALYSIS PROJECT SUMMARY								
PROJECT NAME:	Village West Apartments III, LLC					Ratio of		
DATE:		1/24/2020				NPV of Net		
				Net	NPV	Benefits to	Actual	Avg.
				Present	of	NPV of	Benefit to	Annual
		Total		Value	Incentives	Incentives	Actual	Rate
	Total	Costs &	Net	of Net	& Taxes	and Taxes	Cost	of
Entity	Benefits	Incentives	Benefits	Benefits	Abated	Abated	Ratio	Return
City of Kansas City	\$3,976,784	\$1,314,536	\$2,662,248	\$2,322,943	\$731,041	3.18	3.03	20%
Wyandotte County	\$2,545,835	\$960,074	\$1,585,761	\$1,385,553	\$747,511	1.85	2.65	17%
Piper-Kansas City USD 203	\$14,847,133	\$2,968,708	\$11,878,425	\$10,290,012	\$940,097	10.95	5.00	40%
KC Community College	\$1,986,137	\$666,835	\$1,319,302	\$1,143,433	\$524,692	2.18	2.98	20%
Wyandotte County Library	\$388,770	\$163,329	\$225,441	\$195,454	\$116,553	1.68	2.38	9%
State of Kansas	\$2,261,952	\$1,466,067	\$795,885	\$819,697	\$28,558	28.70	1.54	5%

SUMMARY OF COSTS AND BENEFITS FOR:

City of Kansas City

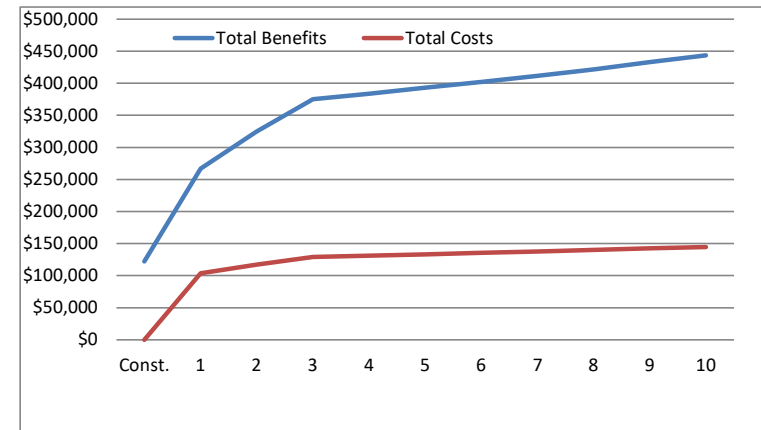
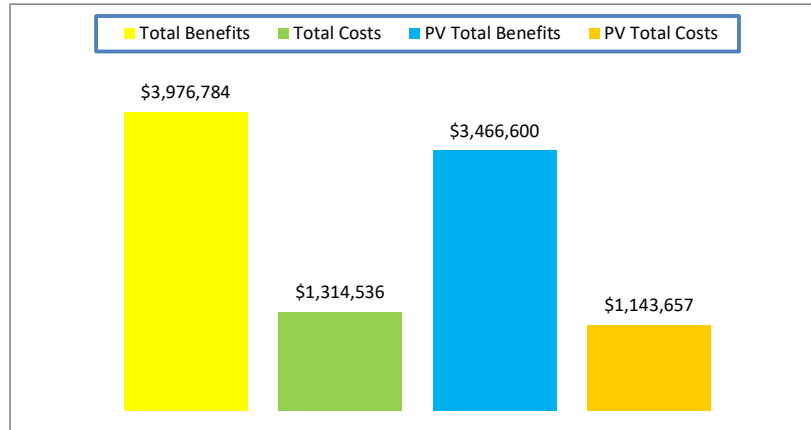
PROJECT: Village West Apartments III, LLC

DATE: 1/24/2020

DISCOUNT RATE: 2.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 3.03
Ratio of Present Value of Total Benefits to Present Value of Total Costs: 3.03
(Typical desired ratio would be 1.3 to 1) Average ROI 20.25%

Year	Sales and Transient Guest Taxes	New Property Taxes	Utilities and Franchise Fees	PILOT Payment	Other City Revenues	Total Benefits	Net Present Value of Total Benefits	Incentives and Cost of Various City Services	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Incentives & Taxes Abated
Const.	\$121,951	\$0	\$0	\$0	\$0	\$121,951	\$121,951	\$0	\$0	\$0	\$0	\$121,951	\$121,951	\$121,951	\$0
1	\$50,699	\$78,281	\$42,400	\$78,281	\$17,378	\$267,037	\$260,524	\$25,320	\$78,281	\$103,600	\$101,073	\$163,437	\$285,389	\$159,451	\$76,371
2	\$75,966	\$79,455	\$63,600	\$79,846	\$25,908	\$324,774	\$309,125	\$37,748	\$79,455	\$117,203	\$111,555	\$207,571	\$492,960	\$197,569	\$75,626
3	\$97,272	\$80,647	\$80,560	\$83,439	\$33,101	\$375,019	\$348,242	\$48,229	\$80,647	\$128,876	\$119,674	\$246,143	\$739,103	\$228,568	\$74,888
4	\$99,202	\$81,856	\$81,768	\$87,194	\$33,757	\$383,777	\$347,683	\$49,184	\$81,856	\$131,040	\$118,716	\$252,736	\$991,839	\$228,967	\$74,158
5	\$101,169	\$83,084	\$82,995	\$91,118	\$34,425	\$392,791	\$347,170	\$50,158	\$83,084	\$133,242	\$117,766	\$259,549	\$1,251,388	\$229,403	\$73,434
6	\$103,176	\$84,330	\$84,240	\$95,218	\$35,106	\$402,070	\$346,704	\$51,151	\$84,330	\$135,481	\$116,825	\$266,589	\$1,517,978	\$229,879	\$72,718
7	\$105,223	\$85,595	\$85,503	\$99,503	\$35,801	\$411,626	\$346,286	\$52,163	\$85,595	\$137,759	\$115,892	\$273,867	\$1,791,845	\$230,395	\$72,008
8	\$107,310	\$86,879	\$86,786	\$103,980	\$36,510	\$421,466	\$345,917	\$53,196	\$86,879	\$140,075	\$114,966	\$281,391	\$2,073,235	\$230,950	\$71,306
9	\$109,439	\$88,182	\$89,389	\$108,660	\$37,233	\$432,904	\$346,638	\$54,249	\$88,182	\$142,432	\$114,049	\$290,472	\$2,363,707	\$232,589	\$70,610
10	\$111,611	\$89,505	\$90,734	\$113,549	\$37,970	\$443,370	\$346,360	\$55,323	\$89,505	\$144,829	\$113,140	\$298,541	\$2,662,248	\$233,220	\$69,921
Total	\$1,083,019	\$837,814	\$787,974	\$940,787	\$327,190	\$3,976,784	\$3,466,600	\$476,722	\$837,814	\$1,314,536	\$1,143,657	\$2,662,248	\$2,662,248	\$2,322,943	\$731,041



SUMMARY OF COSTS AND BENEFITS FOR:

Wyandotte County

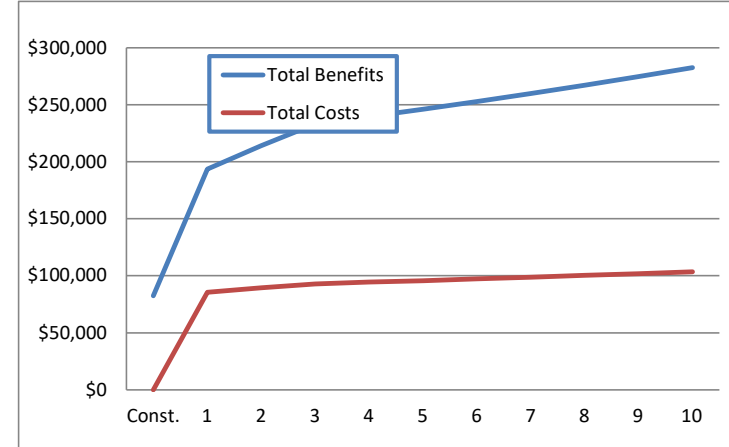
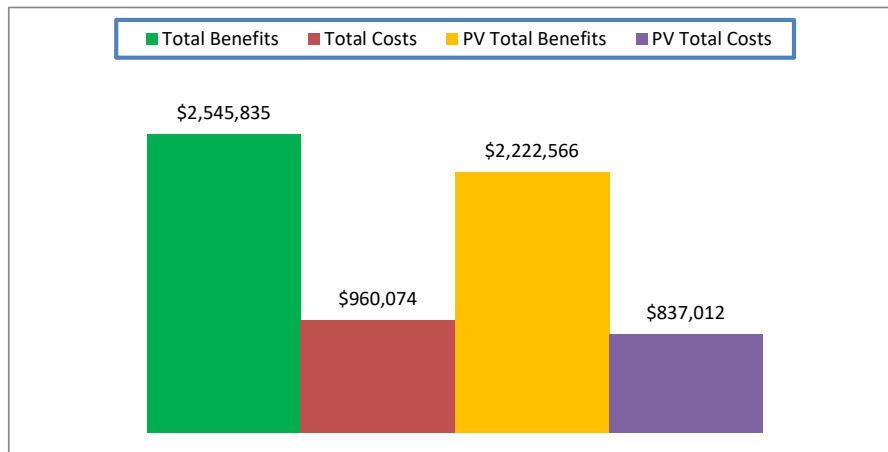
PROJECT: Village West Apartments III, LLC

DATE: 1/24/2020

DISCOUNT RATE: 2.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:	2.65
Ratio of Present Value of Total Benefits to Present Value of Total Costs:	2.66
Average ROI	16.52%

Year	Sales and Transient Guest Taxes	New Property Taxes	PILOT Payment	Other County Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various County Services	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
Const.	\$82,560	\$0	\$0	\$0	\$82,560	\$82,560	\$0	\$0	\$0	\$0	\$82,560	\$82,560	\$82,560	\$0
1	\$23,708	\$80,044	\$80,044	\$9,760	\$193,556	\$188,835	\$5,603	\$80,044	\$85,648	\$83,559	\$107,909	\$190,469	\$105,277	\$78,092
2	\$35,073	\$81,245	\$81,645	\$16,250	\$214,213	\$203,891	\$8,230	\$81,245	\$89,475	\$85,163	\$124,738	\$315,207	\$118,728	\$77,330
3	\$44,659	\$82,463	\$85,319	\$20,630	\$233,071	\$216,430	\$10,446	\$82,463	\$92,909	\$86,275	\$140,162	\$455,369	\$130,155	\$76,576
4	\$45,540	\$83,700	\$89,158	\$21,036	\$239,435	\$216,916	\$10,651	\$83,700	\$94,351	\$85,478	\$145,083	\$600,452	\$131,438	\$75,828
5	\$46,439	\$84,956	\$93,171	\$21,450	\$246,015	\$217,441	\$10,861	\$84,956	\$95,816	\$84,688	\$150,198	\$750,651	\$132,754	\$75,089
6	\$47,355	\$86,230	\$97,363	\$21,872	\$252,820	\$218,006	\$11,074	\$86,230	\$97,304	\$83,905	\$155,516	\$906,167	\$134,101	\$74,356
7	\$48,289	\$87,524	\$101,745	\$22,302	\$259,860	\$218,611	\$11,292	\$87,524	\$98,816	\$83,130	\$161,044	\$1,067,211	\$135,481	\$73,631
8	\$49,243	\$88,837	\$106,323	\$22,741	\$267,144	\$219,257	\$11,514	\$88,837	\$100,351	\$82,363	\$166,793	\$1,234,004	\$136,895	\$72,912
9	\$50,214	\$90,169	\$111,108	\$23,189	\$274,680	\$219,944	\$11,741	\$90,169	\$101,910	\$81,602	\$172,770	\$1,406,774	\$138,342	\$72,201
10	\$51,206	\$91,522	\$116,107	\$23,645	\$282,480	\$220,673	\$11,972	\$91,522	\$103,494	\$80,849	\$178,987	\$1,585,761	\$139,824	\$71,497
Total	\$524,285	\$856,690	\$961,983	\$202,876	\$2,545,835	\$2,222,566	\$103,384	\$856,690	\$960,074	\$837,012	\$1,585,761	\$1,585,761	\$1,385,553	\$747,511



SUMMARY OF COSTS AND BENEFITS FOR:

PROJECT: Village West Apartments III, LLC

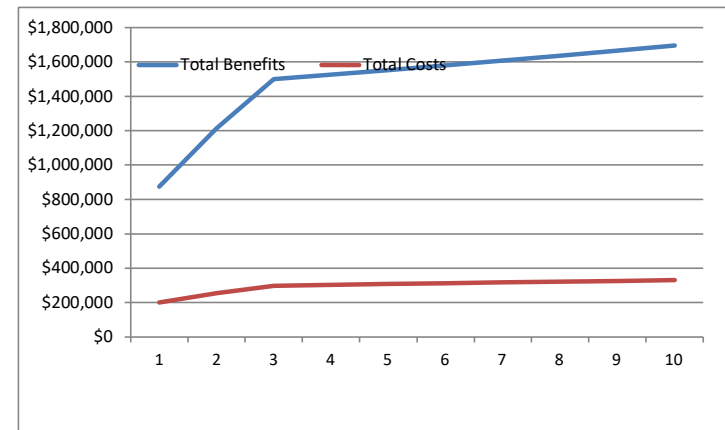
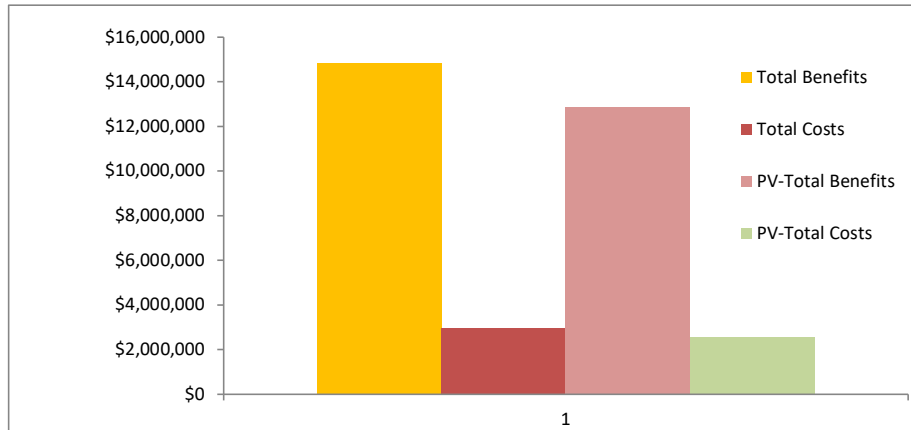
DATE: 1/24/2020

Piper-Kansas City USD 203

DISCOUNT RATE: 2.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:	5.00
Ratio of Present Value of Total Benefits to Present Value of Total Costs:	4.99
(Typical desired ratio would be 1.3 to 1)	Average ROI
	40.01%

Year	New Property Taxes	PILOT Payment	District Capital Outlay Taxes	Additional State, Federal and Other Funding	Total Benefits	Net Present Value of Total Benefits	Additional Costs	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	\$100,666	\$116,452	\$15,786	\$641,186	\$874,090	\$852,771	\$99,390	\$100,666	\$200,056	\$195,177	\$674,034	\$674,034	\$657,594	\$98,211
2	\$102,176	\$118,781	\$16,023	\$976,205	\$1,213,186	\$1,154,728	\$151,321	\$102,176	\$253,497	\$241,282	\$959,689	\$1,633,723	\$913,445	\$97,253
3	\$103,709	\$124,127	\$16,263	\$1,255,075	\$1,499,173	\$1,392,131	\$194,548	\$103,709	\$298,257	\$276,961	\$1,200,916	\$2,834,639	\$1,115,170	\$96,304
4	\$105,265	\$129,712	\$16,507	\$1,273,901	\$1,525,385	\$1,381,923	\$197,466	\$105,265	\$302,731	\$274,259	\$1,222,654	\$4,057,293	\$1,107,664	\$95,365
5	\$106,844	\$135,549	\$16,755	\$1,293,009	\$1,552,157	\$1,371,880	\$200,428	\$106,844	\$307,272	\$271,584	\$1,244,885	\$5,302,178	\$1,100,297	\$94,434
6	\$108,446	\$141,649	\$17,006	\$1,312,404	\$1,579,506	\$1,362,003	\$203,435	\$108,446	\$311,881	\$268,934	\$1,267,625	\$6,569,802	\$1,093,069	\$93,513
7	\$110,073	\$148,023	\$17,261	\$1,332,091	\$1,607,448	\$1,352,290	\$206,486	\$110,073	\$316,559	\$266,310	\$1,290,888	\$7,860,691	\$1,085,980	\$92,601
8	\$111,724	\$154,684	\$17,520	\$1,352,072	\$1,636,000	\$1,342,741	\$209,584	\$111,724	\$321,308	\$263,712	\$1,314,692	\$9,175,383	\$1,079,029	\$91,697
9	\$113,400	\$161,645	\$17,783	\$1,372,353	\$1,665,181	\$1,333,357	\$212,727	\$113,400	\$326,127	\$261,139	\$1,339,053	\$10,514,436	\$1,072,218	\$90,803
10	\$115,101	\$168,919	\$18,050	\$1,392,938	\$1,695,008	\$1,324,137	\$215,918	\$115,101	\$331,019	\$258,592	\$1,363,989	\$11,878,425	\$1,065,546	\$89,917
Total	\$1,077,404	\$1,399,542	\$168,953	\$12,201,234	\$14,847,133	\$12,867,963	\$1,891,304	\$1,077,404	\$2,968,708	\$2,577,951	\$11,878,425	\$11,878,425	\$10,290,012	\$940,097



SUMMARY OF COSTS AND BENEFITS FOR:

KC Community College

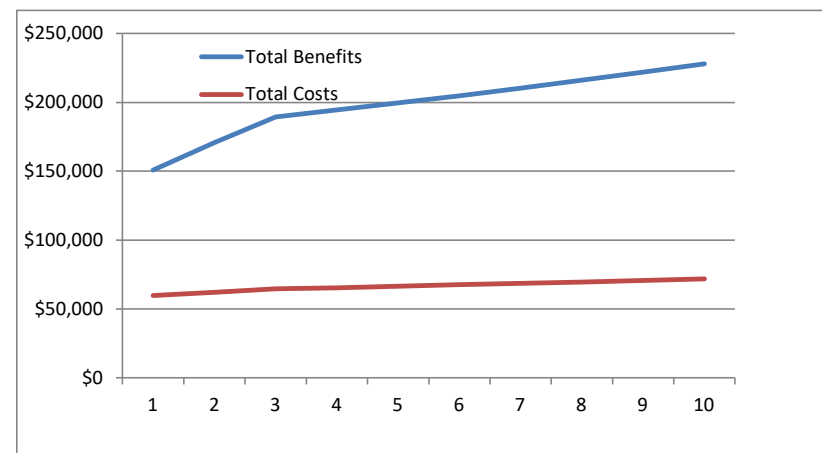
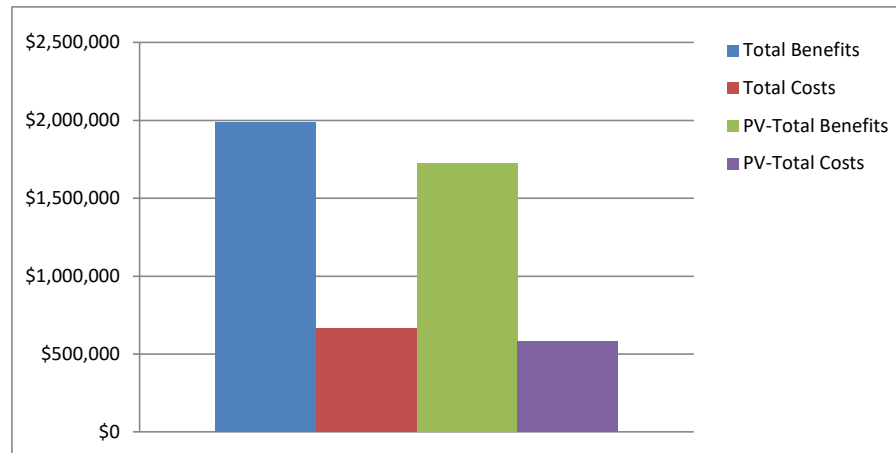
PROJECT: Village West Apartments III, LLC

DATE: 1/24/2020

DISCOUNT RATE: 2.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:	2.98
Ratio of Present Value of Total Benefits to Present Value of Total Costs:	2.97
(Typical desired ratio would be 1.3 to 1)	
Average ROI	19.78%

Year	New District Property Taxes	PILOT Payment	Other District Revenues	Total Benefits	Net Present Value of Total Benefits	Other District Costs	District Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	\$56,184	\$56,184	\$38,488	\$150,857	\$147,177	\$3,553	\$56,184	\$59,738	\$58,281	\$91,119	\$91,119	\$88,897	\$54,814
2	\$57,027	\$57,308	\$56,497	\$170,832	\$162,601	\$5,216	\$57,027	\$62,243	\$59,244	\$108,589	\$199,708	\$103,357	\$54,279
3	\$57,883	\$59,887	\$71,690	\$189,459	\$175,932	\$6,618	\$57,883	\$64,501	\$59,896	\$124,958	\$324,667	\$116,036	\$53,750
4	\$58,751	\$62,582	\$73,100	\$194,432	\$176,146	\$6,749	\$58,751	\$65,499	\$59,339	\$128,933	\$453,600	\$116,807	\$53,225
5	\$59,632	\$65,398	\$74,537	\$199,568	\$176,389	\$6,881	\$59,632	\$66,513	\$58,788	\$133,054	\$586,654	\$117,600	\$52,706
6	\$60,527	\$68,341	\$76,003	\$204,871	\$176,660	\$7,017	\$60,527	\$67,543	\$58,242	\$137,328	\$723,981	\$118,417	\$52,192
7	\$61,435	\$71,416	\$77,498	\$210,349	\$176,960	\$7,155	\$61,435	\$68,589	\$57,702	\$141,760	\$865,742	\$119,258	\$51,683
8	\$62,356	\$74,630	\$79,023	\$216,009	\$177,289	\$7,295	\$62,356	\$69,651	\$57,166	\$146,358	\$1,012,099	\$120,123	\$51,178
9	\$63,291	\$77,988	\$80,578	\$221,858	\$177,648	\$7,439	\$63,291	\$70,730	\$56,636	\$151,127	\$1,163,227	\$121,012	\$50,679
10	\$64,241	\$81,498	\$82,163	\$227,902	\$178,037	\$7,585	\$64,241	\$71,826	\$56,110	\$156,076	\$1,319,302	\$121,926	\$50,185
Total	\$601,327	\$675,234	\$709,577	\$1,986,137	\$1,724,837	\$65,508	\$601,327	\$666,835	\$581,404	\$1,319,302	\$1,319,302	\$1,143,433	\$524,692



SUMMARY OF COSTS AND BENEFITS FOR:

Wyandotte County Library

PROJECT: Village West Apartments III, LLC

DATE: 1/24/2020

DISCOUNT RATE: 2.50%

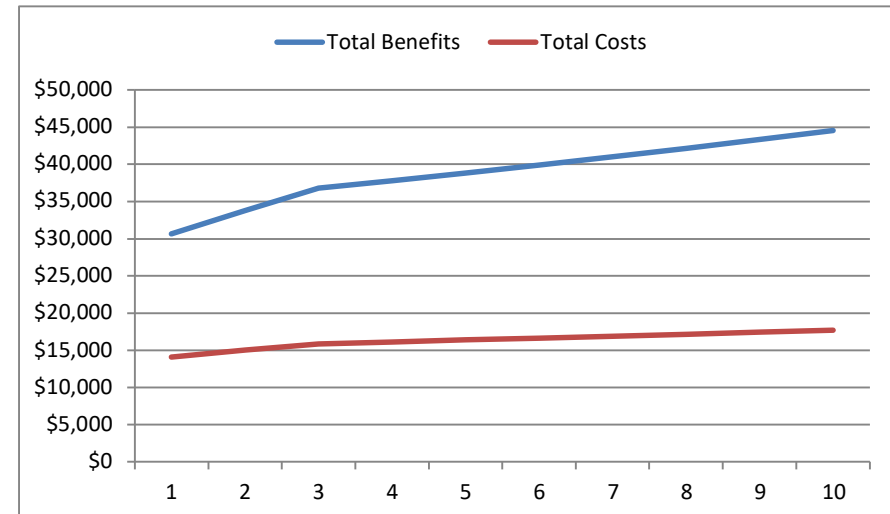
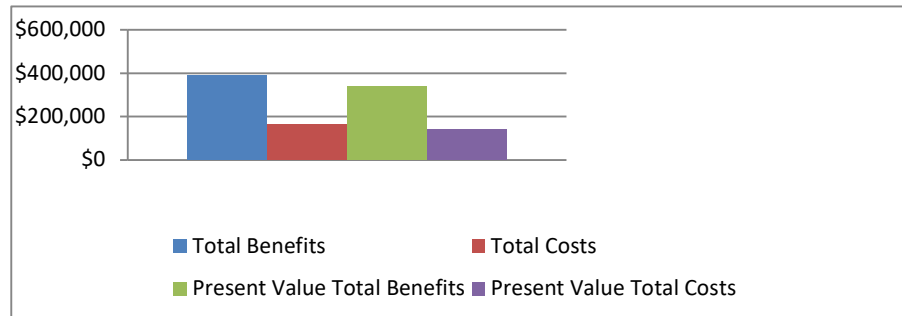
Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 2.38

Ratio of Present Value of Total Benefits to Present Value of Total Costs: 2.37

(Typical desired ratio would be 1.3 to 1)

Average ROI 9.20%

Year	New District Property Taxes	PILOT Payment	Other District Revenues	Total Benefits	Net Present Value of Total Benefits	Other District Costs	District Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	\$12,481	\$12,481	\$5,706	\$30,667	\$29,919	\$1,614	\$12,481	\$14,094	\$13,751	\$16,573	\$16,573	\$16,169	\$12,176
2	\$12,668	\$12,730	\$8,376	\$33,774	\$32,147	\$2,369	\$12,668	\$15,037	\$14,312	\$18,737	\$35,310	\$17,835	\$12,057
3	\$12,858	\$13,303	\$10,628	\$36,789	\$34,163	\$3,006	\$12,858	\$15,864	\$14,731	\$20,926	\$56,236	\$19,432	\$11,940
4	\$13,051	\$13,902	\$10,837	\$37,790	\$34,236	\$3,065	\$13,051	\$16,116	\$14,600	\$21,674	\$77,910	\$19,636	\$11,823
5	\$13,246	\$14,527	\$11,051	\$38,824	\$34,315	\$3,125	\$13,246	\$16,372	\$14,470	\$22,453	\$100,363	\$19,845	\$11,708
6	\$13,445	\$15,181	\$11,268	\$39,894	\$34,401	\$3,187	\$13,445	\$16,632	\$14,342	\$23,262	\$123,625	\$20,059	\$11,594
7	\$13,647	\$15,864	\$11,490	\$41,001	\$34,492	\$3,249	\$13,647	\$16,896	\$14,214	\$24,104	\$147,729	\$20,278	\$11,481
8	\$13,852	\$16,578	\$11,716	\$42,145	\$34,591	\$3,313	\$13,852	\$17,165	\$14,088	\$24,980	\$172,710	\$20,503	\$11,369
9	\$14,059	\$17,324	\$11,946	\$43,330	\$34,695	\$3,379	\$14,059	\$17,438	\$13,963	\$25,892	\$198,601	\$20,732	\$11,258
10	\$14,270	\$18,104	\$12,181	\$44,555	\$34,806	\$3,445	\$14,270	\$17,715	\$13,839	\$26,840	\$225,441	\$20,967	\$11,148
Total	\$133,576	\$149,994	\$105,200	\$388,770	\$337,765	\$29,752	\$133,576	\$163,329	\$142,310	\$225,441	\$225,441	\$195,454	\$116,553



SUMMARY OF COSTS AND BENEFITS FOR:

State of Kansas

PROJECT: Village West Apartments III, LLC

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 1.54

Ratio of Present Value of Total Benefits to Present Value of Total Costs: 1.65

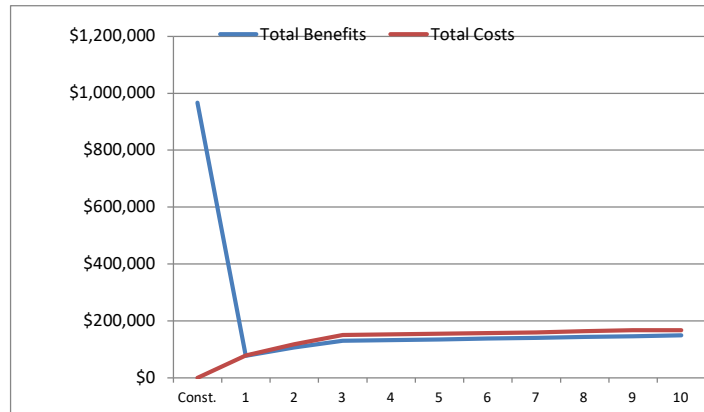
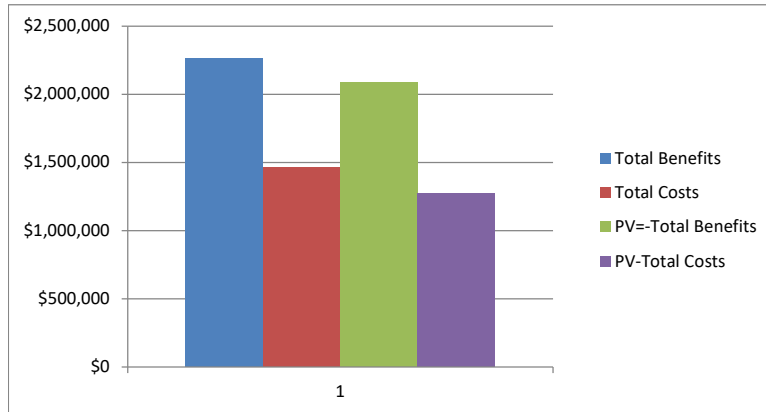
DATE: 1/24/2020

DISCOUNT RATE: 2.50%

(Typical desired ratio would be 1.3 to 1)

Average ROI 5.43%

Year	Sales Taxes	New Property Taxes	Corporate and Personal Income Taxes	PILOT Payment	Other State Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various State Services	Cost of Educating New Students	Property Taxes Abated	Other Costs & Incentives	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Present Value of Taxes Abated and Incentives
Const.	\$536,640	\$0	\$430,000	\$0	\$0	\$966,640	\$966,640	\$0	\$0	\$0	\$0	\$0	\$0	\$966,640	\$966,640	\$966,640	\$0
1	\$31,137	\$3,058	\$15,545	\$3,058	\$24,327	\$77,125	\$75,244	\$12,519	\$62,288	\$3,058	\$0	\$77,865	\$75,966	-\$740	\$965,900	-\$722	\$2,983
2	\$41,298	\$3,104	\$20,838	\$3,119	\$37,220	\$105,579	\$100,492	\$19,155	\$94,833	\$3,104	\$0	\$117,092	\$111,450	-\$11,513	\$954,387	-\$10,958	\$2,954
3	\$49,894	\$3,150	\$25,315	\$3,259	\$48,088	\$129,707	\$120,446	\$24,748	\$121,924	\$3,150	\$0	\$149,822	\$139,125	-\$20,115	\$934,272	-\$18,679	\$2,925
4	\$50,828	\$3,198	\$25,792	\$3,406	\$49,050	\$132,274	\$119,834	\$25,243	\$123,753	\$3,198	\$0	\$152,193	\$137,879	-\$19,919	\$914,353	-\$18,046	\$2,897
5	\$51,780	\$3,246	\$26,278	\$3,559	\$50,031	\$134,894	\$119,227	\$25,747	\$125,609	\$3,246	\$0	\$154,602	\$136,646	-\$19,708	\$894,645	-\$17,419	\$2,869
6	\$52,751	\$3,294	\$26,773	\$3,720	\$51,032	\$137,569	\$118,626	\$26,262	\$127,493	\$3,294	\$0	\$157,050	\$135,424	-\$19,481	\$875,165	-\$16,798	\$2,841
7	\$53,739	\$3,344	\$27,278	\$3,887	\$52,053	\$140,300	\$118,030	\$26,788	\$129,406	\$3,344	\$0	\$159,537	\$134,213	-\$19,237	\$855,928	-\$16,183	\$2,813
8	\$54,747	\$3,394	\$27,792	\$4,062	\$53,094	\$143,088	\$117,439	\$27,323	\$133,317	\$3,394	\$0	\$164,034	\$134,631	-\$20,946	\$834,982	-\$17,192	\$2,786
9	\$55,773	\$3,445	\$28,316	\$4,245	\$54,155	\$145,934	\$116,854	\$27,870	\$135,317	\$3,445	\$0	\$166,631	\$133,426	-\$20,697	\$814,285	-\$16,573	\$2,758
10	\$56,820	\$3,496	\$28,850	\$4,436	\$55,239	\$148,840	\$116,274	\$28,427	\$135,317	\$3,496	\$0	\$167,240	\$130,648	-\$18,400	\$795,885	-\$14,374	\$2,731
Total	\$1,035,408	\$32,729	\$682,776	\$36,751	\$474,289	\$2,261,952	\$2,089,104	\$244,082	\$1,189,257	\$32,729	\$0	\$1,466,067	\$1,269,407	\$795,885	\$795,885	\$819,697	\$28,558



Village West Apartments III, LLC

Other Economic Impacts of the Project

	In the First Year	Over 10 Years
Permanent jobs created	7	7
Construction jobs created	259	259
Number of New Residents in the Community	221	420
Number of Additional Students in the Local School District	83	157
Increase in Local Personal Incomes	\$4,951,239	\$94,136,850
Increase in Local Retail Sales	\$29,351,565	\$84,748,850
Increase in the Community's Property Tax Base	\$17,727,332	\$17,727,332
Estimated new annual tax revenues after 10 years:		Property Taxes
	City	\$90,848
	County	\$92,895
	School	\$135,148
	Comm. Coll.	\$65,204
	Library	\$14,484
	State	\$3,549
	Totals	\$402,127

A Tax Abatement Cost-Benefit Analysis of Village West Apartments III, LLC for the Unified Government of Kansas City/Wyandotte County

Completed by
Municipal Consulting, LLC
1/24/2020

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ABOUT THIS REPORT:

This report uses data that was collected from the firm involved and budget reports from each of the taxing entities where the project is to be located. This data is summarized on pages 4 and 5. In addition, various calculations were applied to the data using rates and information gathered from the current economic and financial conditions.

DEFINITIONS USED:

- **Rate of Return:** Incentives and tax abatements granted by the taxing entities are equivalent to a public investment in the firm. Comparing these investments to the various benefits received over the 10-year project period by the public entity produces an average annual rate of return for the period. Generally, a rate of return that exceeds the entity's cost of capital would be considered a favorable investment.
- **Net Present Value:** This is the amount that a future series of payments is worth today, given an assumed discount rate. The only way to accurately compare payments to be made or received in the future to the dollar value at present is with Net Present Value. Generally a positive net present value represents and acceptable investment opportunity.
- **Benefit - Cost Ratio:** Typically referred to as the "Cost-Benefit Ratio," this is the ratio of the public entity benefits received over the 10-year project life to the public costs incurred over the same period. If the ratio is above 1.0, then the benefits exceed the costs, and if it is less than 1.0, the costs exceed the benefits. Generally, a public entity would like to have a Benefit-to-Cost ratio of 1.3 or better in order to grant a tax abatement and/or other incentives. However, the governing body may take into account the other economic benefits of the project in making that decision.

DISCLAIMER:

This report is prepared using a variety of assumptions regarding discount rate, inflation rate, and other economic variables. It also uses information submitted by the firm based on its best estimates of what they expect to occur in the next decade. Future business results and economic factors are not and cannot be guaranteed. Therefore, we provide no guarantee on the future performance of the firm, or that conditions within the taxing entities will remain as they are today. The governing body should make its decision on the best information presented, while fully recognizing that future performance could be substantially different.

COMMENTS SPECIFIC TO THIS PROJECT:

The overall costs and benefits for each taxing entity are:

Taxing Entity	Benefit to Cost Ratio	Average Return on Investment
City of Kansas City	2.98	20%
Wyandotte County	2.59	16%
Piper-Kansas City USD 203	4.97	40%
KC Community College	2.91	19%
Wyandotte County Library	2.32	9%
State of Kansas	1.54	5%

Each of the taxing entities has a positive benefit-to-cost ratio in excess of the desired 1.3. This report assumes that the Unified Government will approve a 100% property tax abatement for 10 years. A graduated PILOT payment has been considered in this analysis. This report assumes that the firm will obtain a sales tax exemption on construction materials and that the existing sales tax rates for the city, county and state will remain the same. We point out that the main economic benefits of this project are from new residents rather than new jobs.

We used conservative assumptions that the apartments would be 50% leased in Year 1, 75% in Year 2 and 95% in Year 3, and that only 50% of the new residents would come from outside the city.

If you have any questions or comments, you may reach me with the contact information below.

R. Steven Robb

Digitally signed by R. Steven Robb
DN: cn=R. Steven Robb, o=Municipal
Consulting, LLC, ou,
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2207 N. Free King Hwy, Pittsburg, KS 66762-8418

Column1	Column2	Column3	Column4	Column5	Column6
COST-BENEFIT ANALYSIS PROJECT SUMMARY					
PROJECT NAME:	Village West Apartments III, LLC				(With L/M/W)
DATE:			1/24/2020		
GOVERNMENTAL ENTITIES INVOLVED:					
CITY:			City of Kansas City		
COUNTY:			Wyandotte County		
SCHOOL DISTRICT:			Piper-Kansas City USD 203		
SPECIAL TAXING DISTRICT #1			KC Community College		
SPECIAL TAXING DISTRICT #2			Wyandotte County Library		
STATE:			State of Kansas		
INFLATION RATE:		1.50%	DISCOUNT RATE:		2.50%

Village West Apartments III, LLC

Column1	Column2	Column3	Column4	Column6	Column7	Column11
Community Data Inputs:						
	City of Kansas City	Wyandotte County	Piper-Kansas City USD 203	KC Community College	Wyandotte County Library	State
Mill Levy	38.398337	39.263448	57.122464	27.559729	6.122014	1.500
Market Value New Home	\$136,000	\$142,800	\$270,300	\$142,800	\$136,000	\$239,700
Sales Tax	1.625%	1.000%	n/a	n/a	n/a	6.50%
Transient Guest Tax	8.00%	0.00%	n/a	n/a	n/a	n/a
Utility Revenue/HsHld	\$0.93	n/a	n/a	n/a	n/a	n/a
Franchise Fees/HsHld	\$512.25	n/a	n/a	n/a	n/a	n/a
Other Revenues/Res.	\$71.20	\$72.13	n/a	\$250.15	\$37.09	\$1,078.69
Marg. Cost/Res./Student	\$103.74	\$36.48	\$1,204.72	\$23.09	\$10.49	\$555.12
Other Revenues/Worker	\$66.26	\$67.12	n/a	\$232.78	\$34.51	\$936.49
Marginal Cost/New Worker	\$96.54	\$33.95	n/a	\$21.49	\$9.76	\$481.94
State Funding/Pupil	n/a	n/a	\$7,438.47	n/a	n/a	n/a
Federal Funding/Pupil	n/a	n/a	\$218.62	n/a	n/a	n/a
Visitor Daily Spending	\$50.00	\$50.00				\$75.00
Average Hotel Room Rate	\$100	\$100				n/a
Retail Pull Factor	0.95	0.96				n/a
Percent of County Share	90.90%	100.00%				n/a
Ann. Local Per Capita Sales Tax	\$211	\$158				n/a
Ann. State Per Capita Sales Tax	\$835	\$919				\$952
Annual Per Capita Retail Sales	\$12,840	\$14,142				\$14,654
Average Household Size	2.68	2.67				2.49
Avg. Wage-All Occupations	\$50,200	\$50,200				\$45,277

Village West Apartments III, LLC

Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9	Column10	Column11	Column12	Column13	Column14	Column15
Firm Data Inputs:			First Expansion- Year 1											
			Land	Building	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
			\$2,700,000	\$43,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45,700,000
Investment in Land & Building					\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Investment in Fixtures, etc.				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City Incentives			\$0											
	Growth	Const. Per.	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10	Total	
Sales	0.00%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Purchases	0.00%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net City Util. Revenue	3.00%	\$0	\$139	\$209	\$265	\$269	\$273	\$277	\$281	\$285	\$294	\$302	\$2,592	
Franchise Fees	3.00%	\$0	\$42,261	\$63,391	\$80,295	\$81,500	\$82,722	\$83,963	\$85,222	\$86,501	\$89,096	\$90,432	\$785,382	
PILOT- City		\$0	\$78,281	\$79,063	\$81,435	\$83,878	\$86,395	\$88,986	\$91,656	\$94,406	\$97,238	\$100,155	\$881,493	
PILOT - County		\$0	\$80,044	\$80,845	\$83,270	\$85,768	\$88,341	\$90,991	\$93,721	\$96,533	\$99,429	\$102,412	\$901,353	
PILOT - State		\$0	\$3,058	\$3,089	\$3,181	\$3,277	\$3,375	\$3,476	\$3,580	\$3,688	\$3,799	\$3,912	\$34,435	
PILOT - School		\$0	\$116,452	\$117,617	\$121,145	\$124,780	\$128,523	\$132,379	\$136,350	\$140,441	\$144,654	\$148,993	\$1,311,334	
PILOT - Comm. Coll.		\$0	\$56,184	\$56,746	\$58,449	\$60,202	\$62,008	\$63,868	\$65,785	\$67,758	\$69,791	\$71,885	\$632,676	
PILOT- Library		\$0	\$12,481	\$12,605	\$12,984	\$13,373	\$13,774	\$14,187	\$14,613	\$15,052	\$15,503	\$15,968	\$140,540	
New Resident Households²		0	165	83	66	0	0	0	0	0	0	0	314	
Households new to the city		50%	82.5	41.3	33.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	157.0	
Households new to the county		30%	49.5	24.8	19.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	94.0	
Households new to the state		5.0%	8.3	4.1	3.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	15.7	
New students in K-12			82.5	41.3	33.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	156.8	
New Employees			7.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	7.0	
New employee average salary		1.50%	\$38,905	\$39,488	\$40,081	\$40,682	\$41,292	\$41,912	\$42,540	\$43,178	\$43,826	\$44,483	N/A	
Tax Abatement-Land			100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	N/A	
Tax Abatement-Bldg.			100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	N/A	
Visitors	0.0%	0	0	0	0	0	0	0	0	0	0	0	0	
			City	County	State									
Percentage of sales taxable in the			0%	0%	0%									
Percentage of purchases taxable in the			80%	80%	80%									
Assumed Inflation Rate			1.50%											

¹ Fixtures, furniture and equipment costs are exempt from sales taxes, but are included here to reflect the firm's total investments.

² Assumption is that apartments will be 50% leased in Year 1, 75% in Year 2 and 95% by Year 3 and thereafter.

Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9
COST-BENEFIT ANALYSIS PROJECT SUMMARY								
PROJECT NAME:	Village West Apartments III, LLC					Ratio of		
DATE:		1/24/2020				NPV of Net		
				Net	NPV	Benefits to	Actual	Avg.
				Present	of	NPV of	Benefit to	Annual
		Total		Value	Incentives	Incentives	Actual	Rate
	Total	Costs &	Net	of Net	& Taxes	and Taxes	Cost	of
Entity	Benefits	Incentives	Benefits	Benefits	Abated	Abated	Ratio	Return
City of Kansas City	\$3,917,490	\$1,314,536	\$2,602,954	\$2,273,717	\$731,041	3.11	2.98	20%
Wyandotte County	\$2,485,204	\$960,074	\$1,525,130	\$1,335,218	\$747,511	1.79	2.59	16%
Piper-Kansas City USD 203	\$14,758,925	\$2,968,708	\$11,790,217	\$10,216,781	\$940,097	10.87	4.97	40%
KC Community College	\$1,943,580	\$666,835	\$1,276,745	\$1,108,101	\$524,692	2.11	2.91	19%
Wyandotte County Library	\$379,316	\$163,329	\$215,988	\$187,606	\$116,553	1.61	2.32	9%
State of Kansas	\$2,259,636	\$1,466,067	\$793,568	\$817,774	\$28,558	28.64	1.54	5%

SUMMARY OF COSTS AND BENEFITS FOR:

PROJECT: Village West Apartments III, LLC

DATE: 1/24/2020

City of Kansas City

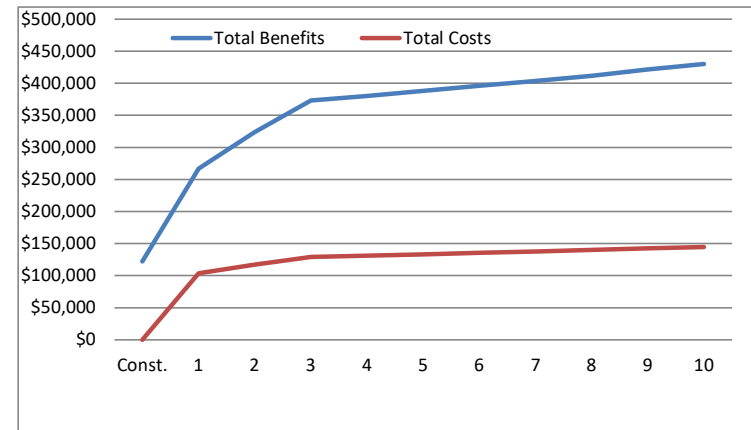
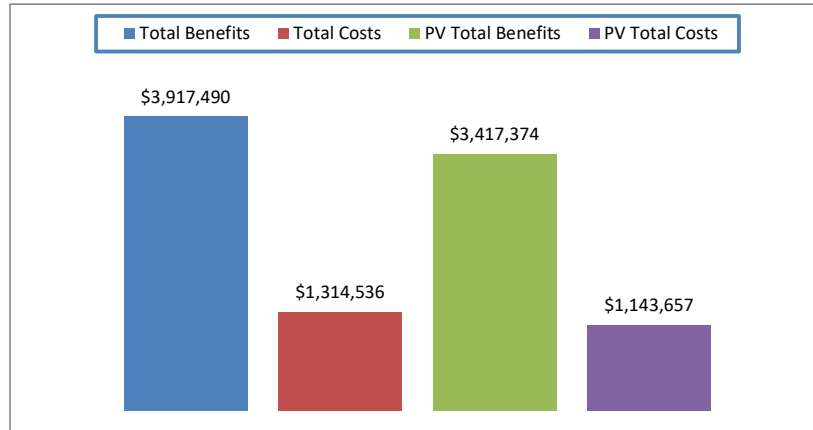
DISCOUNT RATE: 2.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 2.98

Ratio of Present Value of Total Benefits to Present Value of Total Costs: 2.99

(Typical desired ratio would be 1.3 to 1) **Average ROI** 19.80%

Year	Sales and Transient Guest Taxes	New Property Taxes	Utilities and Franchise Fees	PILOT Payment	Other City Revenues	Total Benefits	Net Present Value of Total Benefits	Incentives and Cost of Various City Services	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Incentives & Taxes Abated
Const.	\$121,951	\$0	\$0	\$0	\$0	\$121,951	\$121,951	\$0	\$0	\$0	\$0	\$121,951	\$121,951	\$121,951	\$0
1	\$50,699	\$78,281	\$42,400	\$78,281	\$17,378	\$267,037	\$260,524	\$25,320	\$78,281	\$103,600	\$101,073	\$163,437	\$285,389	\$159,451	\$76,371
2	\$75,966	\$79,455	\$63,600	\$79,063	\$25,908	\$323,991	\$308,379	\$37,748	\$79,455	\$117,203	\$111,555	\$206,788	\$492,177	\$196,824	\$75,626
3	\$97,272	\$80,647	\$80,560	\$81,435	\$33,101	\$373,015	\$346,382	\$48,229	\$80,647	\$128,876	\$119,674	\$244,139	\$736,316	\$226,707	\$74,888
4	\$99,202	\$81,856	\$81,768	\$83,878	\$33,757	\$380,461	\$344,679	\$49,184	\$81,856	\$131,040	\$118,716	\$249,421	\$985,737	\$225,963	\$74,158
5	\$101,169	\$83,084	\$82,995	\$86,395	\$34,425	\$388,068	\$342,995	\$50,158	\$83,084	\$133,242	\$117,766	\$254,826	\$1,240,563	\$225,229	\$73,434
6	\$103,176	\$84,330	\$84,240	\$88,986	\$35,106	\$395,839	\$341,331	\$51,151	\$84,330	\$135,481	\$116,825	\$260,358	\$1,500,921	\$224,506	\$72,718
7	\$105,223	\$85,595	\$85,503	\$91,656	\$35,801	\$403,779	\$339,685	\$52,163	\$85,595	\$137,759	\$115,892	\$266,020	\$1,766,941	\$223,794	\$72,008
8	\$107,310	\$86,879	\$86,786	\$94,406	\$36,510	\$411,891	\$338,058	\$53,196	\$86,879	\$140,075	\$114,966	\$271,816	\$2,038,757	\$223,092	\$71,306
9	\$109,439	\$88,182	\$89,389	\$97,238	\$37,233	\$421,482	\$337,493	\$54,249	\$88,182	\$142,432	\$114,049	\$279,050	\$2,317,807	\$223,443	\$70,610
10	\$111,611	\$89,505	\$90,734	\$100,155	\$37,970	\$429,976	\$335,896	\$55,323	\$89,505	\$144,829	\$113,140	\$285,147	\$2,602,954	\$222,756	\$69,921
Total	\$1,083,019	\$837,814	\$787,974	\$881,493	\$327,190	\$3,917,490	\$3,417,374	\$476,722	\$837,814	\$1,314,536	\$1,143,657	\$2,602,954	\$2,602,954	\$2,273,717	\$731,041



SUMMARY OF COSTS AND BENEFITS FOR:

Wyandotte County

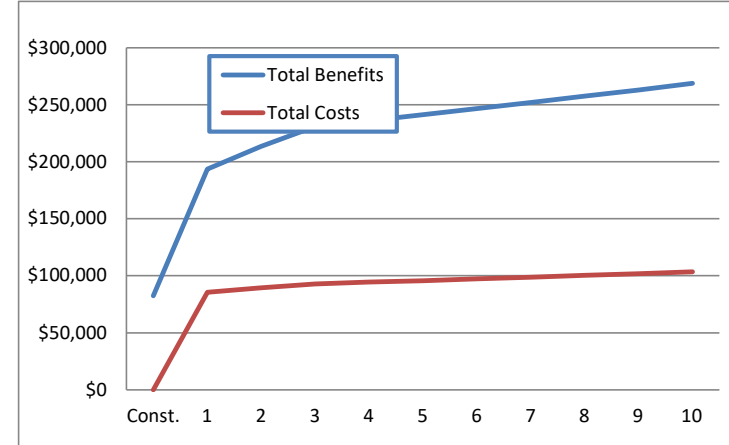
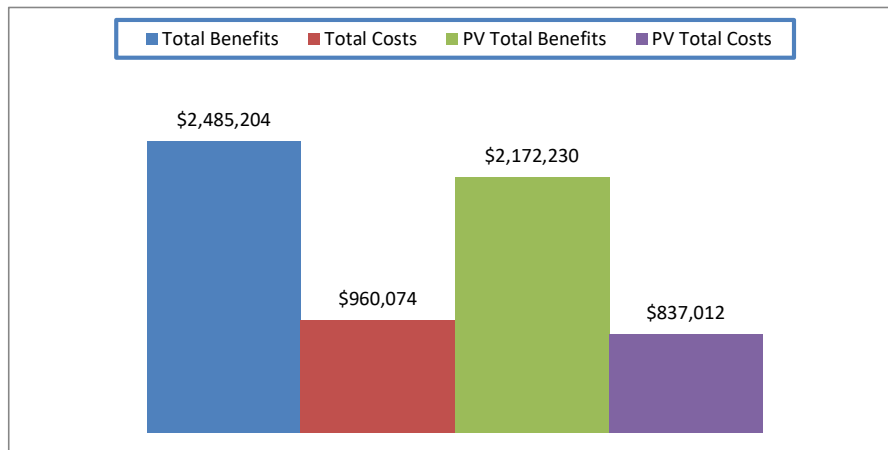
PROJECT: Village West Apartments III, LLC

DATE: 1/24/2020

DISCOUNT RATE: 2.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:	2.59
Ratio of Present Value of Total Benefits to Present Value of Total Costs:	2.60
Average ROI	15.89%

Year	Sales and Transient Guest Taxes	New Property Taxes	PILOT Payment	Other County Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various County Services	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
Const.	\$82,560	\$0	\$0	\$0	\$82,560	\$82,560	\$0	\$0	\$0	\$0	\$82,560	\$82,560	\$82,560	\$0
1	\$23,708	\$80,044	\$80,044	\$9,760	\$193,556	\$188,835	\$5,603	\$80,044	\$85,648	\$83,559	\$107,909	\$190,469	\$105,277	\$78,092
2	\$35,073	\$81,245	\$80,845	\$16,250	\$213,412	\$203,129	\$8,230	\$81,245	\$89,475	\$85,163	\$123,938	\$314,406	\$117,966	\$77,330
3	\$44,659	\$82,463	\$83,270	\$20,630	\$231,022	\$214,527	\$10,446	\$82,463	\$92,909	\$86,275	\$138,113	\$452,519	\$128,252	\$76,576
4	\$45,540	\$83,700	\$85,768	\$21,036	\$236,044	\$213,845	\$10,651	\$83,700	\$94,351	\$85,478	\$141,693	\$594,212	\$128,367	\$75,828
5	\$46,439	\$84,956	\$88,341	\$21,450	\$241,185	\$213,173	\$10,861	\$84,956	\$95,816	\$84,688	\$145,369	\$739,581	\$128,485	\$75,089
6	\$47,355	\$86,230	\$90,991	\$21,872	\$246,449	\$212,512	\$11,074	\$86,230	\$97,304	\$83,905	\$149,144	\$888,725	\$128,606	\$74,356
7	\$48,289	\$87,524	\$93,721	\$22,302	\$251,837	\$211,861	\$11,292	\$87,524	\$98,816	\$83,130	\$153,021	\$1,041,746	\$128,731	\$73,631
8	\$49,243	\$88,837	\$96,533	\$22,741	\$257,353	\$211,222	\$11,514	\$88,837	\$100,351	\$82,363	\$157,002	\$1,198,749	\$128,859	\$72,912
9	\$50,214	\$90,169	\$99,429	\$23,189	\$263,001	\$210,593	\$11,741	\$90,169	\$101,910	\$81,602	\$161,091	\$1,359,840	\$128,990	\$72,201
10	\$51,206	\$91,522	\$102,412	\$23,645	\$268,784	\$209,974	\$11,972	\$91,522	\$103,494	\$80,849	\$165,291	\$1,525,130	\$129,125	\$71,497
Total	\$524,285	\$856,690	\$901,353	\$202,876	\$2,485,204	\$2,172,230	\$103,384	\$856,690	\$960,074	\$837,012	\$1,525,130	\$1,525,130	\$1,335,218	\$747,511



SUMMARY OF COSTS AND BENEFITS FOR:

Piper-Kansas City USD 203

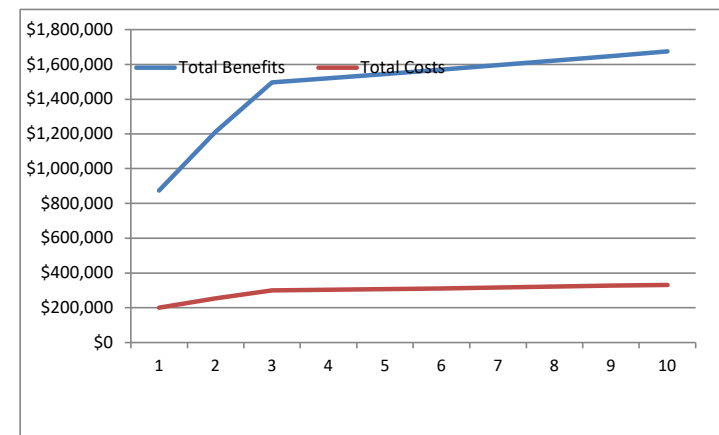
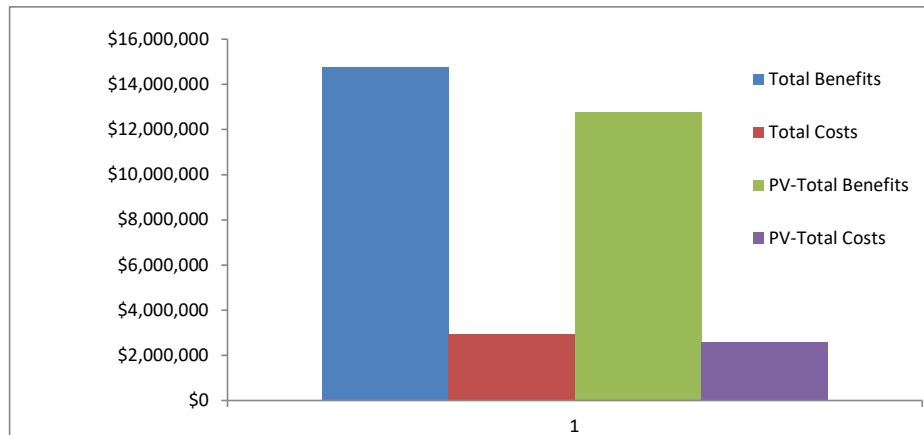
PROJECT: Village West Apartments III, LLC

DATE: 1/24/2020

DISCOUNT RATE: 2.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 4.97
Ratio of Present Value of Total Benefits to Present Value of Total Costs: 4.96
(Typical desired ratio would be 1.3 to 1) **Average ROI** 39.71%

Year	New Property Taxes	PILOT Payment	District Capital Outlay Taxes	Additional State, Federal and Other Funding	Total Benefits	Net Present Value of Total Benefits	Additional Costs	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	\$100,666	\$116,452	\$15,786	\$641,186	\$874,090	\$852,771	\$99,390	\$100,666	\$200,056	\$195,177	\$674,034	\$674,034	\$657,594	\$98,211
2	\$102,176	\$117,617	\$16,023	\$976,205	\$1,212,021	\$1,153,619	\$151,321	\$102,176	\$253,497	\$241,282	\$958,524	\$1,632,558	\$912,337	\$97,253
3	\$103,709	\$121,145	\$16,263	\$1,255,075	\$1,496,192	\$1,389,363	\$194,548	\$103,709	\$298,257	\$276,961	\$1,197,935	\$2,830,493	#####	\$96,304
4	\$105,265	\$124,780	\$16,507	\$1,273,901	\$1,520,452	\$1,377,455	\$197,466	\$105,265	\$302,731	\$274,259	\$1,217,721	\$4,048,215	#####	\$95,365
5	\$106,844	\$128,523	\$16,755	\$1,293,009	\$1,545,131	\$1,365,670	\$200,428	\$106,844	\$307,272	\$271,584	\$1,237,859	\$5,286,073	#####	\$94,434
6	\$108,446	\$132,379	\$17,006	\$1,312,404	\$1,570,235	\$1,354,009	\$203,435	\$108,446	\$311,881	\$268,934	\$1,258,354	\$6,544,428	#####	\$93,513
7	\$110,073	\$136,350	\$17,261	\$1,332,091	\$1,595,775	\$1,342,470	\$206,486	\$110,073	\$316,559	\$266,310	\$1,279,215	\$7,823,643	#####	\$92,601
8	\$111,724	\$140,441	\$17,520	\$1,352,072	\$1,621,757	\$1,331,051	\$209,584	\$111,724	\$321,308	\$263,712	\$1,300,449	\$9,124,092	#####	\$91,697
9	\$113,400	\$144,654	\$17,783	\$1,372,353	\$1,648,190	\$1,319,752	\$212,727	\$113,400	\$326,127	\$261,139	\$1,322,062	\$10,446,154	#####	\$90,803
10	\$115,101	\$148,993	\$18,050	\$1,392,938	\$1,675,082	\$1,308,572	\$215,918	\$115,101	\$331,019	\$258,592	\$1,344,063	\$11,790,217	#####	\$89,917
Total	\$1,077,404	\$1,311,334	\$168,953	\$12,201,234	\$14,758,925	\$12,794,732	\$1,891,304	\$1,077,404	\$2,968,708	\$2,577,951	\$11,790,217	\$11,790,217	#####	\$940,097



SUMMARY OF COSTS AND BENEFITS FOR:

KC Community College

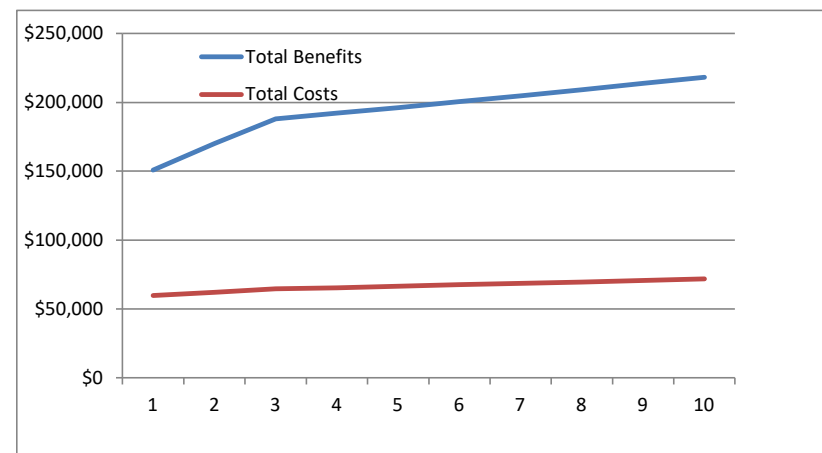
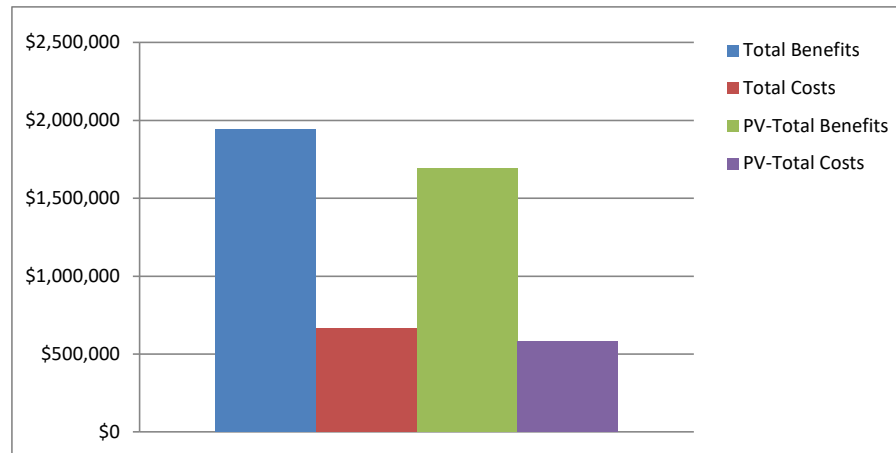
PROJECT: Village West Apartments III, LLC

DATE: 1/24/2020

DISCOUNT RATE: 2.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:	2.91
Ratio of Present Value of Total Benefits to Present Value of Total Costs:	2.91
(Typical desired ratio would be 1.3 to 1)	
Average ROI	19.15%

Year	New District Property Taxes	PILOT Payment	Other District Revenues	Total Benefits	Net Present Value of Total Benefits	Other District Costs	District Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	\$56,184	\$56,184	\$38,488	\$150,857	\$147,177	\$3,553	\$56,184	\$59,738	\$58,281	\$91,119	\$91,119	\$88,897	\$54,814
2	\$57,027	\$56,746	\$56,497	\$170,271	\$162,066	\$5,216	\$57,027	\$62,243	\$59,244	\$108,027	\$199,147	\$102,822	\$54,279
3	\$57,883	\$58,449	\$71,690	\$188,021	\$174,596	\$6,618	\$57,883	\$64,501	\$59,896	\$123,520	\$322,667	\$114,701	\$53,750
4	\$58,751	\$60,202	\$73,100	\$192,053	\$173,990	\$6,749	\$58,751	\$65,499	\$59,339	\$126,553	\$449,220	\$114,651	\$53,225
5	\$59,632	\$62,008	\$74,537	\$196,178	\$173,392	\$6,881	\$59,632	\$66,513	\$58,788	\$129,664	\$578,884	\$114,604	\$52,706
6	\$60,527	\$63,868	\$76,003	\$200,398	\$172,803	\$7,017	\$60,527	\$67,543	\$58,242	\$132,855	\$711,739	\$114,561	\$52,192
7	\$61,435	\$65,785	\$77,498	\$204,717	\$172,222	\$7,155	\$61,435	\$68,589	\$57,702	\$136,128	\$847,867	\$114,520	\$51,683
8	\$62,356	\$67,758	\$79,023	\$209,137	\$171,649	\$7,295	\$62,356	\$69,651	\$57,166	\$139,486	\$987,353	\$114,482	\$51,178
9	\$63,291	\$69,791	\$80,578	\$213,660	\$171,084	\$7,439	\$63,291	\$70,730	\$56,636	\$142,930	\$1,130,283	\$114,448	\$50,679
10	\$64,241	\$71,885	\$82,163	\$218,288	\$170,527	\$7,585	\$64,241	\$71,826	\$56,110	\$146,462	\$1,276,745	\$114,416	\$50,185
Total	\$601,327	\$632,676	\$709,577	\$1,943,580	\$1,689,505	\$65,508	\$601,327	\$666,835	\$581,404	\$1,276,745	\$1,276,745	\$1,108,101	\$524,692



SUMMARY OF COSTS AND BENEFITS FOR:

Wyandotte County Library

PROJECT: Village West Apartments III, LLC

DATE: 1/24/2020

DISCOUNT RATE: 2.50%

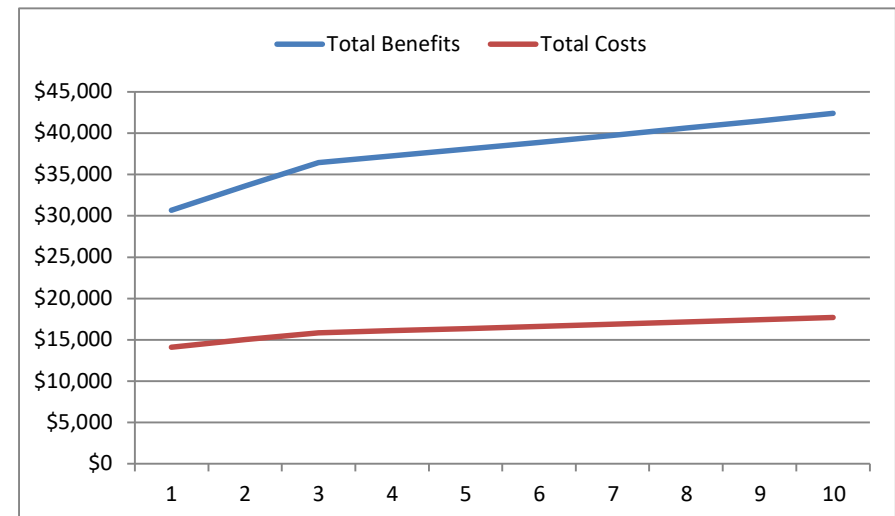
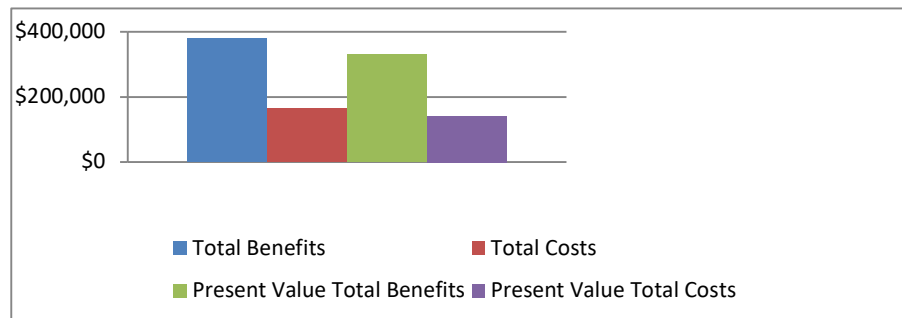
Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 2.32

Ratio of Present Value of Total Benefits to Present Value of Total Costs: 2.32

(Typical desired ratio would be 1.3 to 1)

Average ROI 8.82%

Year	New District Property Taxes	PILOT Payment	Other District Revenues	Total Benefits	Net Present Value of Total Benefits	Other District Costs	District Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	\$12,481	\$12,481	\$5,706	\$30,667	\$29,919	\$1,614	\$12,481	\$14,094	\$13,751	\$16,573	\$16,573	\$16,169	\$12,176
2	\$12,668	\$12,605	\$8,376	\$33,649	\$32,028	\$2,369	\$12,668	\$15,037	\$14,312	\$18,613	\$35,185	\$17,716	\$12,057
3	\$12,858	\$12,984	\$10,628	\$36,470	\$33,866	\$3,006	\$12,858	\$15,864	\$14,731	\$20,606	\$55,792	\$19,135	\$11,940
4	\$13,051	\$13,373	\$10,837	\$37,261	\$33,757	\$3,065	\$13,051	\$16,116	\$14,600	\$21,146	\$76,937	\$19,157	\$11,823
5	\$13,246	\$13,774	\$11,051	\$38,071	\$33,650	\$3,125	\$13,246	\$16,372	\$14,470	\$21,700	\$98,637	\$19,179	\$11,708
6	\$13,445	\$14,187	\$11,268	\$38,901	\$33,544	\$3,187	\$13,445	\$16,632	\$14,342	\$22,269	\$120,906	\$19,202	\$11,594
7	\$13,647	\$14,613	\$11,490	\$39,750	\$33,440	\$3,249	\$13,647	\$16,896	\$14,214	\$22,853	\$143,759	\$19,226	\$11,481
8	\$13,852	\$15,052	\$11,716	\$40,619	\$33,338	\$3,313	\$13,852	\$17,165	\$14,088	\$23,454	\$167,213	\$19,250	\$11,369
9	\$14,059	\$15,503	\$11,946	\$41,509	\$33,237	\$3,379	\$14,059	\$17,438	\$13,963	\$24,071	\$191,283	\$19,274	\$11,258
10	\$14,270	\$15,968	\$12,181	\$42,420	\$33,138	\$3,445	\$14,270	\$17,715	\$13,839	\$24,704	\$215,988	\$19,299	\$11,148
Total	\$133,576	\$140,540	\$105,200	\$379,316	\$329,916	\$29,752	\$133,576	\$163,329	\$142,310	\$215,988	\$215,988	\$187,606	\$116,553



SUMMARY OF COSTS AND BENEFITS FOR:

State of Kansas

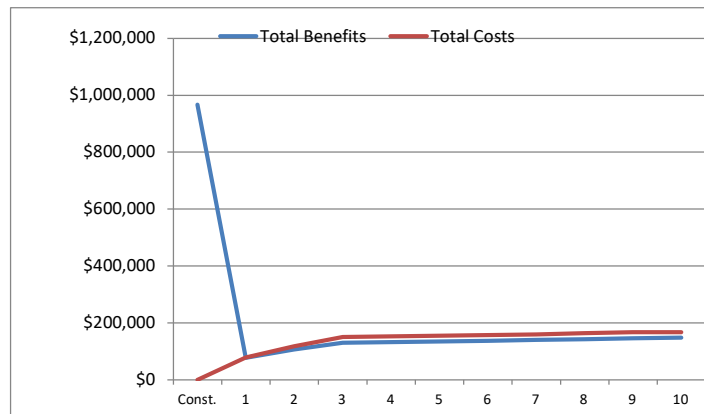
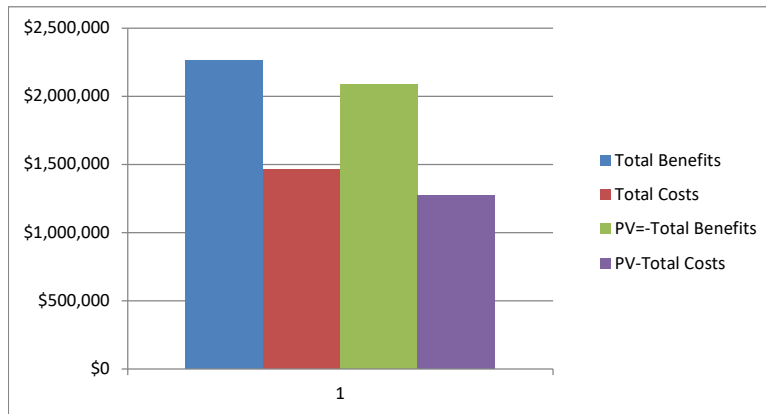
PROJECT: Village West Apartments III, LLC

DATE: 1/24/2020

DISCOUNT RATE: 2.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:	1.54
Ratio of Present Value of Total Benefits to Present Value of Total Costs:	1.64
Average ROI	5.41%

Year	Sales Taxes	New Property Taxes	Corporate and Personal Income Taxes	PILOT Payment	Other State Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various State Services	Cost of Educating New Students	Property Taxes Abated	Other Costs & Incentives	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Present Value of Taxes Abated and Incentives
Const.	\$536,640	\$0	\$430,000	\$0	\$0	\$966,640	\$966,640	\$0	\$0	\$0	\$0	\$0	\$0	\$966,640	\$966,640	\$966,640	\$0
1	\$31,137	\$3,058	\$15,545	\$3,058	\$24,327	\$77,125	\$75,244	\$12,519	\$62,288	\$3,058	\$0	\$77,865	\$75,966	-\$740	\$965,900	-\$722	\$2,983
2	\$41,298	\$3,104	\$20,838	\$3,089	\$37,220	\$105,548	\$100,462	\$19,155	\$94,833	\$3,104	\$0	\$117,092	\$111,450	-\$11,543	\$954,357	-\$10,987	\$2,954
3	\$49,894	\$3,150	\$25,315	\$3,181	\$48,088	\$129,629	\$120,373	\$24,748	\$121,924	\$3,150	\$0	\$149,822	\$139,125	-\$20,193	\$934,163	-\$18,751	\$2,925
4	\$50,828	\$3,198	\$25,792	\$3,277	\$49,050	\$132,145	\$119,716	\$25,243	\$123,753	\$3,198	\$0	\$152,193	\$137,879	-\$20,049	\$914,115	-\$18,163	\$2,897
5	\$51,780	\$3,246	\$26,278	\$3,375	\$50,031	\$134,710	\$119,064	\$25,747	\$125,609	\$3,246	\$0	\$154,602	\$136,646	-\$19,892	\$894,223	-\$17,582	\$2,869
6	\$52,751	\$3,294	\$26,773	\$3,476	\$51,032	\$137,326	\$118,416	\$26,262	\$127,493	\$3,294	\$0	\$157,050	\$135,424	-\$19,724	\$874,499	-\$17,008	\$2,841
7	\$53,739	\$3,344	\$27,278	\$3,580	\$52,053	\$139,994	\$117,772	\$26,788	\$129,406	\$3,344	\$0	\$159,537	\$134,213	-\$19,543	\$854,955	-\$16,441	\$2,813
8	\$54,747	\$3,394	\$27,792	\$3,688	\$53,094	\$142,714	\$117,132	\$27,323	\$133,317	\$3,394	\$0	\$164,034	\$134,631	-\$21,320	\$833,635	-\$17,499	\$2,786
9	\$55,773	\$3,445	\$28,316	\$3,799	\$54,155	\$145,488	\$116,496	\$27,870	\$135,317	\$3,445	\$0	\$166,631	\$133,426	-\$21,143	\$812,492	-\$16,930	\$2,758
10	\$56,820	\$3,496	\$28,850	\$3,912	\$55,239	\$148,317	\$115,865	\$28,427	\$135,317	\$3,496	\$0	\$167,240	\$130,648	-\$18,923	\$793,568	-\$14,783	\$2,731
Total	\$1,035,408	\$32,729	\$682,776	\$34,435	\$474,289	\$2,259,636	\$2,087,181	\$244,082	\$1,189,257	\$32,729	\$0	\$1,466,067	\$1,269,407	\$793,568	\$793,568	\$817,774	\$28,558



Village West Apartments III, LLC

Other Economic Impacts of the Project

	In the First Year	Over 10 Years
Permanent jobs created	7	7
Construction jobs created	259	259
Number of New Residents in the Community	221	420
Number of Additional Students in the Local School District	83	157
Increase in Local Personal Incomes	\$4,951,239	\$94,136,850
Increase in Local Retail Sales	\$29,351,565	\$84,748,850
Increase in the Community's Property Tax Base	\$17,727,332	\$17,727,332
Estimated new annual tax revenues after 10 years:		Property Taxes
	City	\$90,848
	County	\$92,895
	School	\$135,148
	Comm. Coll.	\$65,204
	Library	\$14,484
	State	\$3,549
	Totals	\$402,127



Staff Request for Commission Action

Tracking No. 2050

Full Commission Meeting Date: 2/27/2020

Committee: Full Commission

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

Publication Required: No

<u>Date:</u> 2/21/2020	<u>Contact Name:</u> Kathleen VonAchen	<u>Contact Phone:</u> x5186	<u>Contact Email:</u> kvonachen@wycokck.org	<u>Department/Division:</u> Finance
<u>Item Description:</u> Three resolutions authorizing the Unified Government to enter into a base lease/lease structure with the Public Building Commission, all for the purposes of: -constructing a new juvenile justice facility and related parking facilities (supplemental) -constructing certain capital improvements to the existing courthouse (supplemental) -constructing certain capital improvements to the existing public health building <i>Submitted by Kathleen VonAchen, Chief Financial Officer</i>				
<u>Action Requested:</u> Approval				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> UG Bond Approval Resolution (UG PBC Juvenile Justice Facility 2020-A), UG Bond Approval Resolution (UG PBC Courthouse and Adult Jail Facility 2020-B), UG Bond Approval Resolution (UG PBC Health Department Building 2020-C), First Supplemental Base Lease (UG PBC Juvenile Justice Facility 2020-A), First Supplemental Base Lease (UG PBC Courthouse and Adult Jail Facility 2020-B), Base Lease (PBC Health Department 2020-C), First Supplemental Lease (UG PBC Juvenile Justice Facility 2020-A), First Supplemental Lease (UG PBC Courthouse and Adult Jail Facility 2020-B), Lease (UG PBC Health Department Building 2020-C)				

**EXCERPT OF MINUTES OF A MEETING
OF THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS
HELD ON FEBRUARY 27, 2020**

The Commission (the "Commission") of the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government"), met in regular session at the Commission Meeting Room at 7:00 p.m. The Mayor/CEO presided and the following members of the Commission were present:

_____.

The following members were absent: _____.

* * * * *

(other matters)

* * * * *

Thereupon, Commissioner _____ moved, seconded by Commissioner _____, that the Commission adopt the following resolution:

A RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS TO ENTER INTO A FIRST SUPPLEMENTAL BASE LEASE WITH THE PUBLIC BUILDING COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, WHEREBY THE UNIFIED GOVERNMENT WILL CONTINUE TO LEASE CERTAIN PROPERTY TO THE PUBLIC BUILDING COMMISSION AND ENTER INTO A FIRST SUPPLEMENTAL LEASE WHEREBY THE UNIFIED GOVERNMENT WILL CONTINUE TO LEASE FROM THE PUBLIC BUILDING COMMISSION CERTAIN PUBLIC FACILITIES AND BUILDINGS FOR USE BY THE UNIFIED GOVERNMENT; APPROVING THE FORM OF SAID FIRST SUPPLEMENTAL BASE LEASE AND FIRST SUPPLEMENTAL LEASE; AND AUTHORIZING THE EXECUTION THEREOF AND CERTAIN RELATED DOCUMENTS, ALL FOR THE PURPOSES OF CONSTRUCTING A NEW JUVENILE JUSTICE FACILITY AND RELATED PARKING FACILITIES.

The motion was approved and the Resolution was adopted by the following roll call vote:

Aye: _____.

Nay: _____.

Thereupon, the Resolution having been adopted by a majority vote of the members of the Commission, was given No. R-__-20, and was directed to be signed by the Mayor/CEO and attested by the Unified Government Clerk; and the Unified Government Clerk was further directed to cause a copy of the Resolution to be delivered to the Secretary of the Public Building Commission of the Unified Government of Wyandotte County/Kansas City, Kansas.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the Unified Government of Wyandotte County/Kansas City, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(Seal)

Unified Government Clerk

RESOLUTION NO. R-__-20

A RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS TO ENTER INTO A FIRST SUPPLEMENTAL BASE LEASE WITH THE PUBLIC BUILDING COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, WHEREBY THE UNIFIED GOVERNMENT WILL CONTINUE TO LEASE CERTAIN PROPERTY TO THE PUBLIC BUILDING COMMISSION AND ENTER INTO A FIRST SUPPLEMENTAL LEASE WHEREBY THE UNIFIED GOVERNMENT WILL CONTINUE TO LEASE FROM THE PUBLIC BUILDING COMMISSION CERTAIN PUBLIC FACILITIES AND BUILDINGS FOR USE BY THE UNIFIED GOVERNMENT; APPROVING THE FORM OF SAID FIRST SUPPLEMENTAL BASE LEASE AND FIRST SUPPLEMENTAL LEASE; AND AUTHORIZING THE EXECUTION THEREOF AND CERTAIN RELATED DOCUMENTS, ALL FOR THE PURPOSES OF CONSTRUCTING A NEW JUVENILE JUSTICE FACILITY AND RELATED PARKING FACILITIES.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the “Unified Government”) under the authority of K.S.A. 12-1757 *et seq.* (the “Act”), has previously created the Public Building Commission of the Unified Government of Wyandotte County/Kansas City, Kansas, a municipal corporation of the State of Kansas (the “PBC”); and

WHEREAS, the PBC has the power and authority under the Act to issue revenue bonds to provide funds for the purpose of acquiring, erecting, equipping, repairing, maintaining and operating buildings and other facilities; and

WHEREAS, on February 22, 2018, the PBC adopted Resolution No. 14, authorizing the issuance of its Revenue Bonds (Juvenile Justice Facility), Series 2018-A in the principal amount of \$24,430,000 (the “Series 2018-A Bonds”); and

WHEREAS, the Series 2018-A Bonds were issued for the purpose of acquiring a leasehold interest in certain real property and paying the costs of making certain Improvements to such real property for the purpose of acquiring, designing, engineering and constructing a new juvenile justice facility and surface parking in downtown Kansas City, Kansas (the “2018 Improvements”); and

WHEREAS, in connection with the issuance of the Series 2018-A Bonds, the Unified Government and the PBC entered into:

(a) a Base Lease dated as of March 1, 2018 (the “Original Base Lease”), whereby the Unified Government (as lessor) leased the Land and the Improvements (collectively, the “Facility”) to the PBC (as lessee); and

(b) a Lease dated as of March 1, 2018 (the “Original Lease”), whereby the PBC (as lessor) leased the Facility to the Unified Government (as lessee) to provide for the acquisition of a leasehold interest in the Land, the acquisition, renovation, construction, furnishing and equipping of the Improvements and the leasing of the Facility, in consideration of rentals which are intended to be sufficient to provide for the payment of the principal of, premium, if any, and interest on the Series 2018-A Bonds as the same become due; and

WHEREAS, on November 14, 2018, the PBC adopted Resolution No. 16 declaring an intent to issue revenue bonds in an aggregate principal amount not to exceed \$3,700,000 plus related reserves and financing

costs, for the purpose of (i) design, engineering, construction of a Juvenile Detention Facility in the northeast area of the county at a location that is bounded by 7th Street on the east, 8th Street on the west, Tauromee Avenue on the south, and Armstrong Avenue on the north, which may include land acquisition, design and construction of additional surface parking lots to service the Juvenile Detention Facility, as well as the nearby adult jail facility and courthouse operations in downtown Kansas City, Kansas (the “2020 Improvements” referred together herein with the 2018 Improvements as the “Improvements”), and (ii) paying costs of issuance of said revenue bonds; and

WHEREAS, PBC Resolution No. 16 was published on November 22, 2018 and subsequently on November 29, 2018, in *The Wyandotte Echo*, and no petitions in opposition were filed with the Unified Government Clerk within 30 days after the last date of publication of said resolution; and

WHEREAS, upon the request of the Unified Government, the PBC has advertised the PBC Series 2020-A Bonds for sale and has received bids therefore; and

WHEREAS, in order to secure the repayment of the PBC Series 2020-A Bonds, the Unified Government hereby determines that it is in the best interest of the Unified Government that:

(a) the Unified Government and the PBC enter into a First Supplemental Base Lease (the “First Supplemental Base Lease,” the Original Base Lease and the First Supplemental Base Lease collectively referred to herein as the “Base Lease”), whereby the Unified Government (as lessor) will continue to lease the Land and the Improvements (collectively, the “Facility”) to the PBC (as lessee); and

(b) the PBC and the Unified Government enter into a First Supplemental Lease (the “First Supplemental Lease,” the Original Lease and the First Supplemental Lease collectively referred to herein as the “Lease”) to provide for the construction, furnishing and equipping of the Improvements with proceeds of the Series 2020-A Bonds, in consideration of rentals which are intended to be sufficient to provide for the payment of the principal of, premium, if any, and interest on the Series 2018-A Bonds and Series 2020-A Bonds as the same become due;

all to provide for the acquisition and construction of the 2020 Improvements.

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

SECTION 1. Findings; Approval of PBC Series 2018-A Bonds. The Unified Government hereby finds and determines, pursuant to the Act, that: (a) acquiring, designing, constructing and equipping the Improvements; (b) leasing the Facility to the PBC pursuant to the Base Lease; (c) leasing the Facility from the PBC under the terms and provisions set forth in the Lease; and (d) the issuance of the PBC Series 2020-A Bonds at the interest rates and terms received by the PBC this date to finance the costs of the 2020 Improvements, are all necessary, convenient and in furtherance of the governmental purposes of the Unified Government.

SECTION 2. Approval of First Supplemental Base Lease and First Supplemental Lease. The First Supplemental Base Lease and First Supplemental Lease (jointly, the “Leases”), in substantially the forms presented to this meeting, are in all material respects approved, authorized and confirmed. The Mayor/CEO and the Unified Government Clerk are hereby authorized and directed to affix their signatures and the seal of the Unified Government to the Leases, for and on behalf of the Unified Government, with such changes therein as the Chief Counsel of the Unified Government may deem necessary or appropriate.

SECTION 3. Further Action. The Mayor/CEO, Unified Government Clerk and Chief Financial Officer are hereby authorized to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the intent of this Resolution. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Unified Government or the officials of the Unified Government, directed toward the acquisition, construction and equipping of the Facility, or the leasing of the Facility from the PBC, are hereby ratified, approved and confirmed.

SECTION 4. Effective Date. This resolution shall be effective from and after its adoption.

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ADOPTED AND APPROVED by the Commissioners of the Unified Government of Wyandotte County/Kansas City, Kansas, on February 27, 2020.

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

(Seal)

Mayor/CEO

ATTEST:

Unified Government Clerk

**EXCERPT OF MINUTES OF A MEETING
OF THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS
HELD ON FEBRUARY 27, 2020**

The Commission (the "Commission") of the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government"), met in regular session at the Commission Meeting Room at 7:00 p.m. The Mayor/CEO presided and the following members of the Commission were present:

_____.

The following members were absent: _____.

* * * * *

(other matters)

* * * * *

Thereupon, Commissioner _____ moved, seconded by Commissioner _____, that the Commission adopt the following resolution:

A RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS TO ENTER INTO A FIRST SUPPLEMENTAL BASE LEASE WITH THE PUBLIC BUILDING COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, WHEREBY THE UNIFIED GOVERNMENT WILL CONTINUE TO LEASE CERTAIN PROPERTY TO THE PUBLIC BUILDING COMMISSION AND ENTER INTO A FIRST SUPPLEMENTAL LEASE WHEREBY THE UNIFIED GOVERNMENT WILL CONTINUE TO LEASE FROM THE PUBLIC BUILDING COMMISSION CERTAIN PUBLIC FACILITIES AND BUILDINGS FOR USE BY THE UNIFIED GOVERNMENT; APPROVING THE FORM OF SAID FIRST SUPPLEMENTAL BASE LEASE AND FIRST SUPPLEMENTAL LEASE; AND AUTHORIZING THE EXECUTION THEREOF AND CERTAIN RELATED DOCUMENTS, ALL FOR THE PURPOSES OF CONSTRUCTING CERTAIN CAPITAL IMPROVEMENTS TO THE EXISTING COURTHOUSE.

The motion was approved and the Resolution was adopted by the following roll call vote:

Aye: _____.

Nay: _____.

Thereupon, the Resolution having been adopted by a majority vote of the members of the Commission, was given No. R-__-20, and was directed to be signed by the Mayor/CEO and attested by the Unified Government Clerk; and the Unified Government Clerk was further directed to cause a copy of the Resolution to be delivered to the Secretary of the Public Building Commission of the Unified Government of Wyandotte County/Kansas City, Kansas.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the Unified Government of Wyandotte County/Kansas City, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(Seal)

Unified Government Clerk

RESOLUTION NO. R-__-20

A RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS TO ENTER INTO A FIRST SUPPLEMENTAL BASE LEASE WITH THE PUBLIC BUILDING COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, WHEREBY THE UNIFIED GOVERNMENT WILL CONTINUE TO LEASE CERTAIN PROPERTY TO THE PUBLIC BUILDING COMMISSION AND ENTER INTO A FIRST SUPPLEMENTAL LEASE WHEREBY THE UNIFIED GOVERNMENT WILL CONTINUE TO LEASE FROM THE PUBLIC BUILDING COMMISSION CERTAIN PUBLIC FACILITIES AND BUILDINGS FOR USE BY THE UNIFIED GOVERNMENT; APPROVING THE FORM OF SAID FIRST SUPPLEMENTAL BASE LEASE AND FIRST SUPPLEMENTAL LEASE; AND AUTHORIZING THE EXECUTION THEREOF AND CERTAIN RELATED DOCUMENTS, ALL FOR THE PURPOSES OF CONSTRUCTING CERTAIN CAPITAL IMPROVEMENTS TO THE EXISTING COURTHOUSE.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the “Unified Government”) under the authority of K.S.A. 12-1757 *et seq.* (the “Act”), has previously created the Public Building Commission of the Unified Government of Wyandotte County/Kansas City, Kansas, a municipal corporation of the State of Kansas (the “PBC”); and

WHEREAS, the PBC has the power and authority under the Act to issue revenue bonds to provide funds for the purpose of acquiring, erecting, equipping, repairing, maintaining and operating buildings and other facilities; and

WHEREAS, on February 22, 2018, the PBC adopted Resolution No. 15, authorizing the issuance of its Revenue Bonds (Courthouse and Adult Jail Facility), Series 2018-B in the principal amount of \$8,710,000 (the “Series 2018-B Bonds”); and

WHEREAS, the Series 2018-B Bonds were issued for the purpose of acquiring a leasehold interest in certain real property and paying all or a portion of the costs of engineering, designing, and constructing certain capital improvements to the existing courthouse and adult jail facility (the “2018 Improvements”); and

WHEREAS, in connection with the issuance of the Series 2018-B Bonds, the Unified Government and the PBC entered into:

(a) a Base Lease dated as of March 1, 2018 (the “Original Base Lease”), whereby the Unified Government (as lessor) leased the Land and the Improvements (collectively, the “Facility”) to the PBC (as lessee); and

(b) a Lease dated as of March 1, 2018 (the “Original Lease”), whereby the PBC (as lessor) leased the Facility to the Unified Government (as lessee) to provide for the acquisition of a leasehold interest in the Land, the acquisition, renovation, construction, furnishing and equipping of the Improvements and the leasing of the Facility, in consideration of rentals which are intended to be sufficient to provide for the payment of the principal of, premium, if any, and interest on the Series 2018-B Bonds as the same become due; and

WHEREAS, on November 14, 2018, the PBC adopted Resolution No. 16 declaring an intent to issue revenue bonds in an aggregate principal amount not to exceed \$4,450,000 plus related reserves and financing

costs, for the purpose of (i) engineering, design, construction, inspection and project management necessary (1) to upgrade, repair and replace the existing HVAC system within the County Courthouse, as well as install the components necessary for a redundancy system in case of issues with the primary, (2) for the cleaning and replacing of the Courthouse roof and installation of a new granular surface with sub-structure adhesive in a modified bitumen roofing system, (3) for the removal of the outdated and no longer functioning tornado warning siren, and (4) to update, replace and repair the fire alarms (the “2020 Improvements” referred together herein with the 2018 Improvements as the “Improvements”), and (ii) paying costs of issuance of said revenue bonds; and

WHEREAS, PBC Resolution No. 16 was published on November 22, 2018 and subsequently on November 29, 2018, in *The Wyandotte Echo*, and no petitions in opposition were filed with the Unified Government Clerk within 30 days after the last date of publication of said resolution; and

WHEREAS, upon the request of the Unified Government, the PBC has advertised the PBC Series 2020-B Bonds for sale and has received bids therefore; and

WHEREAS, in order to secure the repayment of the PBC Series 2020-B Bonds, the Unified Government hereby determines that it is in the best interest of the Unified Government that:

(a) the Unified Government and the PBC enter into a First Supplemental Base Lease (the “First Supplemental Base Lease,” the Original Base Lease and the First Supplemental Base Lease collectively referred to herein as the “Base Lease”), whereby the Unified Government (as lessor) will continue to lease the Land and the Improvements (collectively, the “Facility”) to the PBC (as lessee); and

(b) the PBC and the Unified Government enter into a First Supplemental Lease (the “First Supplemental Lease,” the Original Lease and the First Supplemental Lease collectively referred to herein as the “Lease”) to provide for the construction, furnishing and equipping of the Improvements with proceeds of the Series 2020-B Bonds, in consideration of rentals which are intended to be sufficient to provide for the payment of the principal of, premium, if any, and interest on the Series 2018-B Bonds and Series 2020-B Bonds as the same become due;

all to provide for the acquisition and construction of the 2020 Improvements.

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

SECTION 1. Findings; Approval of PBC Series 2018-B Bonds. The Unified Government hereby finds and determines, pursuant to the Act, that: (a) acquiring, designing, constructing and equipping the Improvements; (b) leasing the Facility to the PBC pursuant to the Base Lease; (c) leasing the Facility from the PBC under the terms and provisions set forth in the Lease; and (d) the issuance of the PBC Series 2020-B Bonds at the interest rates and terms received by the PBC this date to finance the costs of the 2020 Improvements, are all necessary, convenient and in furtherance of the governmental purposes of the Unified Government.

SECTION 2. Approval of First Supplemental Base Lease and First Supplemental Lease. The First Supplemental Base Lease and First Supplemental Lease (jointly, the “Leases”), in substantially the forms presented to this meeting, are in all material respects approved, authorized and confirmed. The Mayor/CEO and the Unified Government Clerk are hereby authorized and directed to affix their signatures and the seal of the Unified Government to the Leases, for and on behalf of the Unified Government, with such changes therein as the Chief Counsel of the Unified Government may deem necessary or appropriate.

SECTION 3. Further Action. The Mayor/CEO, Unified Government Clerk and Chief Financial Officer are hereby authorized to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the intent of this Resolution. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Unified Government or the officials of the Unified Government, directed toward the acquisition, construction and equipping of the Facility, or the leasing of the Facility from the PBC, are hereby ratified, approved and confirmed.

SECTION 4. Effective Date. This resolution shall be effective from and after its adoption.

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ADOPTED AND APPROVED by the Commissioners of the Unified Government of Wyandotte County/Kansas City, Kansas, on February 27, 2020.

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

(Seal)

Mayor/CEO

ATTEST:

Unified Government Clerk

**EXCERPT OF MINUTES OF A MEETING
OF THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS
HELD ON FEBRUARY 27, 2020**

The Commission (the "Commission") of the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government"), met in regular session at the Commission Meeting Room at 7:00 p.m. The Mayor/CEO presided and the following members of the Commission were present:

_____.

The following members were absent: _____.

* * * * *

(other matters)

* * * * *

Thereupon, Commissioner _____ moved, seconded by Commissioner _____, that the Commission adopt the following resolution:

A RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS TO ENTER INTO A BASE LEASE WITH THE PUBLIC BUILDING COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, WHEREBY THE UNIFIED GOVERNMENT WILL LEASE CERTAIN PROPERTY TO THE PUBLIC BUILDING COMMISSION AND ENTER INTO A LEASE WHEREBY THE UNIFIED GOVERNMENT WILL LEASE FROM THE PUBLIC BUILDING COMMISSION CERTAIN PUBLIC FACILITIES AND BUILDINGS FOR USE BY THE UNIFIED GOVERNMENT; APPROVING THE FORM OF SAID BASE LEASE AND LEASE; AND AUTHORIZING THE EXECUTION THEREOF AND CERTAIN RELATED DOCUMENTS, ALL FOR THE PURPOSES OF CONSTRUCTING CERTAIN CAPITAL IMPROVEMENTS TO THE EXISTING PUBLIC HEALTH BUILDING.

The motion was approved and the Resolution was adopted by the following roll call vote:

Aye: _____.

Nay: _____.

Thereupon, the Resolution having been adopted by a majority vote of the members of the Commission, was given No. R-_____-20, and was directed to be signed by the Mayor/CEO and attested by the Unified Government Clerk; and the Unified Government Clerk was further directed to cause a copy of the Resolution to be delivered to the Secretary of the Public Building Commission of the Unified Government of Wyandotte County/Kansas City, Kansas.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the Unified Government of Wyandotte County/Kansas City, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(Seal)

Unified Government Clerk

RESOLUTION NO. R-____-20

A RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS TO ENTER INTO A BASE LEASE WITH THE PUBLIC BUILDING COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, WHEREBY THE UNIFIED GOVERNMENT WILL LEASE CERTAIN PROPERTY TO THE PUBLIC BUILDING COMMISSION AND ENTER INTO A LEASE WHEREBY THE UNIFIED GOVERNMENT WILL LEASE FROM THE PUBLIC BUILDING COMMISSION CERTAIN PUBLIC FACILITIES AND BUILDINGS FOR USE BY THE UNIFIED GOVERNMENT; APPROVING THE FORM OF SAID BASE LEASE AND LEASE; AND AUTHORIZING THE EXECUTION THEREOF AND CERTAIN RELATED DOCUMENTS, ALL FOR THE PURPOSES OF CONSTRUCTING CERTAIN CAPITAL IMPROVEMENTS TO THE EXISTING PUBLIC HEALTH BUILDING.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the “Unified Government”) under the authority of K.S.A. 12-1757 *et seq.* (the “Act”), has previously created the Public Building Commission of the Unified Government of Wyandotte County/Kansas City, Kansas, a municipal corporation of the State of Kansas (the “PBC”); and

WHEREAS, the PBC has the power and authority under the Act to issue revenue bonds to provide funds for the purpose of acquiring, erecting, equipping, repairing, maintaining and operating buildings and other facilities; and

WHEREAS, the PBC has previously adopted PBC Resolution No. 16 declaring an intent to issue revenue bonds for the purpose of (i) paying all or a portion of the costs of engineering, designing, and constructing certain capital improvements to the existing public health building in an aggregate principal amount not to exceed \$3,075,000 (collectively, the “Improvements”) in downtown Kansas City, Kansas, and (ii) paying costs of issuance of said revenue bonds; and

WHEREAS, PBC Resolution No. 16 was published on November 22, 2018 and subsequently on November 29, 2018, in *The Wyandotte Echo*, and no petitions in opposition were filed with the Unified Government Clerk within 30 days after the last date of publication of said Resolution; and

WHEREAS, the PBC has advertised the PBC Series 2020-C Bonds for sale and has received bids therefore; and

WHEREAS, in order to secure the repayment of the PBC Series 2020-C Bonds, the Unified Government hereby determines that it is in the best interest of the Unified Government that the Unified Government and the PBC enter into a Base Lease (the “Base Lease”) whereby the Unified Government leases the Land (as defined in the Base Lease) and the Improvements (referred to collectively herein as the “Facility”) to the PBC and a Lease (the “Lease”) to provide for the construction of a portion of the Improvements and the leasing of the Facility by the PBC to the Unified Government.

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

SECTION 1. Findings; Approval of PBC Series 2020-C Bonds. The Unified Government hereby finds and determines, pursuant to the Act, that: (a) designing, constructing and equipping the Improvements; (b) leasing the Facility to the PBC pursuant to the Base Lease; (c) leasing the Facility from the PBC under the

terms and provisions set forth in the Lease; and (d) the issuance of the PBC Series 2020-C Bonds at the interest rates and terms received by the PBC this date to finance the costs of the Improvements, are all necessary, convenient and in furtherance of the governmental purposes of the Unified Government.

SECTION 2. Approval of Leases. The Base Lease and Lease (jointly, the “Leases”), in substantially the forms presented to this meeting, are in all material respects approved, authorized and confirmed. The Mayor/CEO and the Unified Government Clerk are hereby authorized and directed to affix their signatures and the seal of the Unified Government to the Leases, for and on behalf of the Unified Government, with such changes therein as the Chief Counsel of the Unified Government may deem necessary or appropriate.

SECTION 3. Further Action. The Mayor/CEO, Unified Government Clerk and Chief Financial Officer are hereby authorized to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the intent of this Resolution. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Unified Government or the officials of the Unified Government, directed toward the construction and equipping of the Facility, or the leasing of the Facility from the PBC, are hereby ratified, approved and confirmed.

SECTION 4. Effective Date. This resolution shall be effective from and after its adoption.

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ADOPTED AND APPROVED by the Commissioners of the Unified Government of Wyandotte County/Kansas City, Kansas, on February 27, 2020.

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

(Seal)

Mayor/CEO

ATTEST:

Unified Government Clerk

**FIRST SUPPLEMENTAL BASE LEASE
(Juvenile Justice Facility)**

Dated: As of March 1, 2020

GRANTOR:	UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS (successor by consolidation to The County of Wyandotte, in the State of Kansas , also known as the Board of County Commissioners of Wyandotte County, State of Kansas , and also successor by consolidation to the City of Kansas City, in the State of Kansas) City Hall 701 North 7 th Street Kansas City, Kansas 66101 Attn: Chief Financial Officer
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GRANTEE:	PUBLIC BUILDING COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS City Hall 701 North 7 th Street Kansas City, Kansas 66101 Attn: Secretary
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LEGAL DESCRIPTION:	See the attached Schedule 1 .
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FIRST SUPPLEMENTAL BASE LEASE

(Juvenile Justice Facility)

THIS FIRST SUPPLEMENTAL BASE LEASE (the “First Amendment”) dated as of March 1, 2020, between the **Unified Government of Wyandotte County/Kansas City, Kansas** (successor by consolidation to The County of Wyandotte, in the State of Kansas, also known as the Board of County Commissioners of Wyandotte County, State of Kansas) (the “Unified Government”), a political subdivision, duly organized and existing under the constitution and laws of the state of Kansas as a consolidated city-county having all the powers, functions and duties of a county and a city of the first class (but acting in its capacity as a county for purposes of this Base Lease), as lessor, and the **Public Building Commission of the Unified Government of Wyandotte County/Kansas City, Kansas**, a municipal corporation of the State of Kansas, as lessee (the “PBC”);

RECITALS

1. The Unified Government is the fee owner of the real estate legal described on ***Schedule 1*** hereto and the existing improvements located thereon (collectively, the “Land”), and the Unified Government desires to design, engineer and construct a new juvenile justice facility and surface parking facility (collectively, including the acquisition of land necessary therefor, the “Improvements”).

2. The Unified Government and the PBC previously entered into a Base Lease dated as of March 1, 2018 (the “Original Base Lease”).

3. Pursuant to the terms of the Original Base Lease, the Unified Government transferred to the PBC a leasehold interest in the Land and Improvements (the Land and Improvements referred to collectively herein as the “Facility”).

4. The PBC and the Unified Government previously entered into a Lease dated as of March 1, 2018 (the “Original Lease”), whereby the Unified Government leased the Facility back from the PBC.

5. The PBC has previously issued its Revenue Bonds (Juvenile Justice Facility), Series 2018-A, in the aggregate principal amount of \$24,430,000 (the “Series 2018-A Bonds”), and the proceeds thereof were used to (a) provide consideration to the Unified Government in order to acquire a leasehold interest in the Land and (b) fund a portion of the costs of the Improvements.

6. The Unified Government and the PBC propose that the PBC shall issue its Revenue Bonds (Juvenile Justice Facility), Series 2020-A, in the aggregate principal amount of \$[PRINCIPAL AMOUNT] (the “Series 2020-A Bonds”) and shall use the proceeds thereof to fund a portion of the costs of the Improvements.

7. The Unified Government and PBC desire to enter into this First Supplemental Base Lease (the “First Supplemental Base Lease,” and referred to herein collectively with the Original Base Lease as the “Base Lease”) to amend certain provisions of the Original Base Lease in connection with the issuance of the Series 2020-A Bonds.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein and in the Original Base Lease, the Unified Government and the PBC do hereby covenant and agree as follows:

Section 1. Amendment to Section 4 of the Original Base Lease. Section 4 of the Original Base Lease is hereby deleted in its entirety and a new Section 4 is inserted in lieu thereof, to read as follows:

SECTION 4. Term; Termination.

(a) The term of this Base Lease shall commence on March 1, 2018 and end on August 1, 2050, subject to prior termination and extension on the conditions hereinafter provided. In no event shall this Base Lease end until all of the principal of, redemption premium, if any, and interest on the Series 2018-A Bonds, Series 2020-A Bonds and any Additional Bonds (as defined in the Bond Resolution) issued pursuant to the Bond Resolution (collectively, the “Bonds”) shall have been paid in full or provision made for their payment in accordance with the provisions of the Bond Resolution.

(b) This Base Lease shall terminate upon the occurrence of the following:

- (1) the payment in full of the Bonds or provision is made therefore in accordance with the Bond Resolution; *and*
- (2) the Unified Government exercises its option to purchase the PBC’s interest in the Facility as provided in *Article XVI* of the Lease, whereupon this Base Lease shall be considered assigned to the Unified Government and terminated through merger of the leasehold interest with the fee interest.

Section 2. Lease of Facility; Applicability of Original Base Lease. The Unified Government hereby confirms that it demises, leases, subleases and lets to the PBC, and the PBC hereby confirms that it rents, leases, subleases and hires from the County, the Facility, in accordance with the terms of the Original Base Lease, as supplemented and amended by this First Supplemental Base Lease. Except as specifically amended hereby, all other provisions of the Original Base Lease shall remain in full force and effect and are hereby ratified, approved and confirmed.

Section 3. Execution in Counterparts; Electronic Transactions. This First Supplemental Base Lease may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument. This First Supplemental Base Lease and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the PBC and the Unified Government have caused this First Supplemental Base Lease to be executed by their respective authorized officials and officers, all as of the day and year first above written.

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

(Seal)

ATTEST:

Mayor/CEO

Unified Government Clerk

APPROVED AS TO FORM ONLY:

Chief Counsel

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

This instrument was acknowledged before me on _____, 2020, by David Alvey, Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas, a political subdivision duly organized and existing under the constitution and laws of the state of Kansas.

(Seal)

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the PBC and the Unified Government have caused this First Supplemental Base Lease to be executed by their respective authorized officials and officers, all as of the day and year first above written.

**PUBLIC BUILDING COMMISSION OF
THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY,
KANSAS**

(Seal)

By: _____
President

ATTEST:

Secretary

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

This instrument was acknowledged before me on _____, 2020, by David Alvey, President of the Public Building Commission of Wyandotte County/Kansas City, Kansas, a municipal corporation organized under the laws of the State of Kansas.

(Seal)

Notary Public

My Commission Expires: _____

SCHEDULE 1

LEGAL DESCRIPTION

Tract 1:

All of Lots 10 through 21, both inclusive, and Lots 28 through 39, both inclusive, and that portion of the vacated 18-foot east-west alley between the southerly sides of said Lots 10 through 21, and the northerly sides of said Lots 28 through 39, all in Block 137, NORTHRUP'S PART OF WYANDOTTE CITY, now in and a part of Kansas City, Wyandotte County, Kansas.

Tract 2:

All of Lots 14 through 35, both inclusive, Block 159, NORTHRUP'S PART OF WYANDOTTE CITY, now in and a part of Kansas City, Wyandotte County, Kansas.

AND the 10 foot wide vacated portion of Barnett Avenue adjoining the northerly side of Lots 1 through 22, both inclusive, of said Lots;

AND the 10 foot wide vacated portion of North 8th Street adjoining the westerly side of Lots 22 through 27, both inclusive of said Lots;

AND the 10 foot wide vacated portion of Tauromee Avenue adjoining the southerly side of Lots 27 through 35, both inclusive, of said Lots.

**FIRST SUPPLEMENTAL BASE LEASE
(Courthouse and Adult Jail Facility)**

Dated: As of March 1, 2020

GRANTOR:	UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS (successor by consolidation to The County of Wyandotte, in the State of Kansas , also known as the Board of County Commissioners of Wyandotte County, State of Kansas , and also successor by consolidation to the City of Kansas City, in the State of Kansas) City Hall 701 North 7 th Street Kansas City, Kansas 66101 Attn: Chief Financial Officer
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GRANTEE:	PUBLIC BUILDING COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS City Hall 701 North 7 th Street Kansas City, Kansas 66101 Attn: Secretary
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LEGAL DESCRIPTION:	See the attached Schedule 1 .
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FIRST SUPPLEMENTAL BASE LEASE

(Courthouse and Adult Jail Facility)

THIS FIRST SUPPLEMENTAL BASE LEASE (the “First Amendment”) dated as of March 1, 2020, between the **Unified Government of Wyandotte County/Kansas City, Kansas** (successor by consolidation to The County of Wyandotte, in the State of Kansas, also known as the Board of County Commissioners of Wyandotte County, State of Kansas) (the “Unified Government”), a political subdivision, duly organized and existing under the constitution and laws of the state of Kansas as a consolidated city-county having all the powers, functions and duties of a county and a city of the first class (but acting in its capacity as a county for purposes of this Base Lease), as lessor, and the **Public Building Commission of the Unified Government of Wyandotte County/Kansas City, Kansas**, a municipal corporation of the State of Kansas, as lessee (the “PBC”);

RECITALS

1. The Unified Government is the fee owner of the real estate legal described on **Schedule 1** hereto and the existing improvements located thereon (collectively, the “Land”), and the Unified Government desires make certain capital improvements to the existing courthouse and adult jail facility (collectively, the “Improvements”).

2. The Unified Government and the PBC previously entered into a Base Lease dated as of March 1, 2018 (the “Original Base Lease”).

3. Pursuant to the terms of the Original Base Lease, the Unified Government transferred to the PBC a leasehold interest in the Land and Improvements (the Land and Improvements referred to collectively herein as the “Facility”).

4. The PBC and the Unified Government previously entered into a Lease dated as of March 1, 2018 (the “Original Lease”), whereby the Unified Government leased the Facility back from the PBC.

5. The PBC has previously issued its Revenue Bonds (Courthouse and Adult Jail Facility), Series 2018-B, in the aggregate principal amount of \$8,710,000 (the “Series 2018-B Bonds”), and the proceeds thereof were used to (a) provide consideration to the Unified Government in order to acquire a leasehold interest in the Land and (b) fund a portion of the costs of the Improvements.

6. The Unified Government and the PBC propose that the PBC shall issue its Revenue Bonds (Courthouse and Adult Jail Facility), Series 2020-B, in the aggregate principal amount of \$[PRINCIPAL AMOUNT] (the “Series 2020-B Bonds”) and shall use the proceeds thereof to fund a portion of the costs of the Improvements.

7. The Unified Government and PBC desire to enter into this First Supplemental Base Lease (the “First Supplemental Base Lease,” and referred to herein collectively with the Original Base Lease as the “Base Lease”) to amend certain provisions of the Original Base Lease in connection with the issuance of the Series 2020-B Bonds.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein and in the Original Base Lease, the Unified Government and the PBC do hereby covenant and agree as follows:

Section 1. Amendment to Section 4 of the Original Base Lease. Section 4 of the Original Base Lease is hereby deleted in its entirety and a new Section 4 is inserted in lieu thereof, to read as follows:

SECTION 4. Term; Termination.

(a) The term of this Base Lease shall commence on March 1, 2018 and end on August 1, 2050, subject to prior termination and extension on the conditions hereinafter provided. In no event shall this Base Lease end until all of the principal of, redemption premium, if any, and interest on the Series 2018-B Bonds, Series 2020-B Bonds and any Additional Bonds (as defined in the Bond Resolution) issued pursuant to the Bond Resolution (collectively, the “Bonds”) shall have been paid in full or provision made for their payment in accordance with the provisions of the Bond Resolution.

(b) This Base Lease shall terminate upon the occurrence of the following:

- (1) the payment in full of the Bonds or provision is made therefore in accordance with the Bond Resolution; *and*
- (2) the Unified Government exercises its option to purchase the PBC’s interest in the Facility as provided in *Article XVI* of the Lease, whereupon this Base Lease shall be considered assigned to the Unified Government and terminated through merger of the leasehold interest with the fee interest.

Section 2. Lease of Facility; Applicability of Original Base Lease. The Unified Government hereby confirms that it demises, leases, subleases and lets to the PBC, and the PBC hereby confirms that it rents, leases, subleases and hires from the County, the Facility, in accordance with the terms of the Original Base Lease, as supplemented and amended by this First Supplemental Base Lease. Except as specifically amended hereby, all other provisions of the Original Base Lease shall remain in full force and effect and are hereby ratified, approved and confirmed.

Section 3. Execution in Counterparts; Electronic Transactions. This First Supplemental Base Lease may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument. This First Supplemental Base Lease and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the PBC and the Unified Government have caused this First Supplemental Base Lease to be executed by their respective authorized officials and officers, all as of the day and year first above written.

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

(Seal)

ATTEST:

Mayor/CEO

Unified Government Clerk

APPROVED AS TO FORM ONLY:

Chief Counsel

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

This instrument was acknowledged before me on _____, 2020, by David Alvey, Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas, a political subdivision duly organized and existing under the constitution and laws of the state of Kansas.

(Seal)

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the PBC and the Unified Government have caused this First Supplemental Base Lease to be executed by their respective authorized officials and officers, all as of the day and year first above written.

**PUBLIC BUILDING COMMISSION OF
THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY,
KANSAS**

(Seal)

By: _____
President

ATTEST:

Secretary

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

This instrument was acknowledged before me on _____, 2020, by David Alvey, President of the Public Building Commission of Wyandotte County/Kansas City, Kansas, a municipal corporation organized under the laws of the State of Kansas.

(Seal)

Notary Public

My Commission Expires: _____

SCHEDULE 1

LEGAL DESCRIPTION

All of Lots 1 through 21, both inclusive, and Lots 28 through 48, both inclusive, and that portion of the vacated 18-foot east-west alley between the southerly sides of said Lots 1 through 21, and the northerly sides of said Lots 28 through 48, all in Block 150, NORTHRUP'S PART OF WYANDOTTE CITY, now in and a part of Kansas City, Wyandotte County, Kansas; AND the 5 foot wide vacated portion of Armstrong Avenue adjoining the northerly side of said Lots 1 through 21; AND the 10 foot wide vacated portion of Ann Avenue adjoining the southerly side of said Lots 28 through 48.

BASE LEASE
(Health Department Building)

Dated: As of March 1, 2020

GRANTOR:	UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS (successor by consolidation to The County of Wyandotte, in the State of Kansas , also known as the Board of County Commissioners of Wyandotte County, State of Kansas , and also successor by consolidation to the City of Kansas City, in the State of Kansas) City Hall 701 North 7 th Street Kansas City, Kansas 66101 Attn: Chief Financial Officer
GRANTEE:	PUBLIC BUILDING COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS City Hall 701 North 7 th Street Kansas City, Kansas 66101 Attn: Secretary
LEGAL DESCRIPTION:	See the attached Schedule 1 .

BASE LEASE

(Health Department Building)

THIS BASE LEASE (the “Base Lease”) dated as of March 1, 2020, between the **Unified Government of Wyandotte County/Kansas City, Kansas** (successor by consolidation to The County of Wyandotte, in the State of Kansas, also known as the Board of County Commissioners of Wyandotte County, State of Kansas) (the “Unified Government”), a political subdivision, duly organized and existing under the constitution and laws of the state of Kansas as a consolidated city-county having all the powers, functions and duties of a county and a city of the first class (but acting in its capacity as a county for purposes of this Base Lease), as lessor, and the **Public Building Commission of the Unified Government of Wyandotte County/Kansas City, Kansas**, a municipal corporation of the State of Kansas, as lessee (the “PBC”);

RECITALS

1. The Unified Government is the fee owner of the real estate legally described in *Schedule I* hereto and the existing improvements located thereon (collectively, the “Land”), to which it desires to make certain capital improvements to the existing Health Department building located at 619 Ann Avenue, with an emphasis on improvements to the roof, HVAC system, elevators, plumbing, electrical and other operating systems within the building (collectively, the “Improvements”).

2. Pursuant to the authority of K.S.A. 12-1757 *et seq.* as amended by Charter Ordinance No. CO-1-98 and Charter Resolution No. CR-1-98 (collectively, the “Act”), the PBC is authorized to acquire the Land by lease in order to design, engineer and construct the Improvements.

3. The Unified Government and the PBC propose that the PBC shall issue its Revenue Bonds (Health Department Building), Series 2020-C, in the aggregate principal amount of \$[PRINCIPAL AMOUNT] (the “Series 2020-C Bonds”) and shall use the proceeds thereof to (a) provide consideration to the Unified Government in order to acquire a leasehold interest in the Land and (b) fund the Improvements (the Land and the Improvements referred to collectively herein as the “Facility”).

4. The PBC has offered to lease the Facility to the Unified Government, pursuant to a Lease dated as of March 1, 2020 (the “Lease”) between the PBC, as lessor, and the Unified Government, as lessee.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the Unified Government and the PBC do hereby covenant and agree as follows:

SECTION 1. Representations by the Unified Government. The Unified Government represents, covenants and agrees as follows:

(a) The lease of the Facility to the PBC as provided in this Base Lease, and the lease of the Facility by the PBC to the Unified Government as provided in the Lease, are necessary, desirable and in the public interest, and the Unified Government hereby declares its current need for the Facility;

(b) The Unified Government, pursuant to Resolution No. [R- -20] adopted by its Board of Commissioners (the “Board”), has full power and authority to enter into the transactions contemplated by this Base Lease and the Lease and to carry out its obligations hereunder and thereunder, and by proper action has authorized the execution and delivery of this Base Lease and the Lease;

(c) Neither the execution and delivery of this Base Lease or the Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Unified Government is now a party or by which the Unified Government is bound;

(d) The Unified Government has marketable record fee simple title to the Land;

(e) The Land is not subject to any dedication, easement, right-of-way, reservation, covenant, condition, restriction, lien or encumbrance which would prohibit or materially interfere with the construction of the Improvements on the Land or the use and operation of the Facility, as contemplated by the Lease;

(f) All taxes, assessments or impositions of any kind with respect to the Land, except current taxes, if any, have been paid in full;

(g) The Land is properly zoned for the purpose of constructing the Improvements and using the Facility; and

(h) The Unified Government has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby the Unified Government's interests in any property now or hereafter included in the Facility shall be or may be impaired, changed or encumbered in any manner, except as permitted by this Base Lease and the Lease.

SECTION 2. Representation of the PBC. The PBC represents, covenants and agrees as follows:

(a) The PBC, pursuant to Resolution No. [] adopted by its governing body (the "Bond Resolution"), has full power and authority to enter into the transactions contemplated by this Base Lease and the Lease and to carry out its obligations hereunder and thereunder, and by proper action has authorized the execution and delivery of this Base Lease and the Lease;

(b) To enter into the Lease simultaneously with the delivery of this Base Lease;

(c) To provide funds exclusively from the proceeds of the Series 2020-C Bonds to pay a portion of the costs of the acquiring, renovating, constructing, equipping and furnishing the Improvements on the Land, as authorized pursuant to the Bond Resolution; and

(d) To surrender and deliver the Facility to the Unified Government upon the expiration of this Base Lease.

SECTION 3. Grant of Leasehold. The Unified Government hereby rents, leases and lets to the PBC, and the PBC hereby rents, leases and hires from the Unified Government, the Facility, for the rentals and upon and subject to the terms and conditions hereinafter set forth.

SECTION 4. Term; Termination.

(a) The term of this Base Lease shall commence on March 1, 2020 and end on August 1, 2050, subject to prior termination and extension on the conditions hereinafter provided. In no event shall this Base Lease end until all of the principal of, redemption premium, if any, and interest on the Series 2020-C

Bonds and any Additional Bonds (as defined in the Bond Resolution) issued pursuant to the Bond Resolution (collectively, the “Bonds”) shall have been paid in full or provision made for their payment in accordance with the provisions of the Bond Resolution.

(b) This Base Lease shall terminate upon the occurrence of the following:

- (1) the payment in full of the Bonds or provision is made therefore in accordance with the Bond Resolution; *and*
- (2) the Unified Government exercises its option to purchase the PBC’s interest in the Facility as provided in **Article XVI** of the Lease, whereupon this Base Lease shall be considered assigned to the Unified Government and terminated through merger of the leasehold interest with the fee interest.

SECTION 5. Assignments and Subleases.

(a) The PBC may assign its rights under this Base Lease without the consent of the Unified Government: (1) in connection with any assignment of its rights under the Lease, (2) if the Lease is terminated for any reason or (3) if an “Event of Default” as defined in the Lease has occurred.

If an “Event of Default” under the Lease occurs, the PBC shall have the right to possession of the Facility for the remainder of the term of this Base Lease and shall have the right to sublease the Facility or sell its interest in the Facility and this Base Lease upon whatever terms and conditions it deems prudent and in the interest of the Owners of the Bonds.

(b) The Unified Government may assign its rights and obligations under this Base Lease and may sublet the Facility on the conditions set forth in the Lease and the Act.

SECTION 6. Taxes and Assessments. The Unified Government covenants and agrees to pay any and all assessments of any kind or character and all taxes levied or assessed upon the Facility.

SECTION 7. Title and Consideration. Title to the Land shall remain in the Unified Government at all times. The leasing of the Facility to the Unified Government under the Lease shall be deemed the Unified Government’s entire consideration for this Base Lease.

SECTION 8. Severability. If any one or more of the terms, provisions, covenants or conditions of this Base Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Base Lease shall be affected thereby, and each provision of this Base Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 9. Amendments, Changes and Modifications. This Base Lease may not be effectively amended, changed, modified, altered or supplemented except with the written consent of both the PBC and the Unified Government. Any waiver of any provision of this Base Lease or any right or remedy hereunder must be affirmatively and expressly made in writing and shall not be implied from inaction, course of dealing or otherwise.

SECTION 10. Applicable Law. This Base Lease shall be governed by and construed in accordance with the laws of the state of Kansas.

SECTION 11. Execution in Counterparts. Separate counterparts of this Base Lease may be executed by the PBC and the Unified Government with the same force and effect as though the same counterpart had been executed by both the PBC and the Unified Government.

SECTION 12. Successors. This Base Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 13. Electronic Transactions. This Base Lease and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

SECTION 14. Complete Agreement. This written agreement, together with the Lease and the Bond Resolution, constitute a final expression of the agreements between the parties hereto and such agreements may not be contradicted by evidence of any prior or contemporaneous oral agreement. No unwritten oral agreement between the parties exists.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the PBC and the Unified Government have caused this Base Lease to be executed by their respective authorized officials and officers, all as of the day and year first above written.

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

(Seal)

ATTEST:

Mayor/CEO

Unified Government Clerk

APPROVED AS TO FORM ONLY:

Chief Counsel

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

This instrument was acknowledged before me on _____, 2020, by David Alvey, Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas, a political subdivision duly organized and existing under the constitution and laws of the state of Kansas.

(Seal)

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the PBC and the Unified Government have caused this Base Lease to be executed by their respective authorized officials and officers, all as of the day and year first above written.

**PUBLIC BUILDING COMMISSION OF
THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY,
KANSAS**

(Seal)

By: _____
President

ATTEST:

Secretary

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

This instrument was acknowledged before me on _____, 2020, by David Alvey, President of the Public Building Commission of Wyandotte County/Kansas City, Kansas, a municipal corporation organized under the laws of the State of Kansas.

(Seal)

Notary Public

My Commission Expires: _____

SCHEDULE 1

LEGAL DESCRIPTION

[forthcoming]

FIRST SUPPLEMENTAL LEASE
(Juvenile Justice Facility)
Dated: As of March 1, 2020

GRANTOR:	PUBLIC BUILDING COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS City Hall 701 North 7th Street Kansas City, Kansas 66101 Attn: Secretary
GRANTEE:	UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS (successor by consolidation to The County of Wyandotte, in the State of Kansas , also known as the Board of County Commissioners of Wyandotte County, State of Kansas , and also successor by consolidation to the City of Kansas City, in the State of Kansas) City Hall 701 North 7 th Street Kansas City, Kansas 66101 Attn: Chief Financial Officer
LEGAL DESCRIPTION:	See the attached Schedule 1 .

FIRST SUPPLEMENTAL LEASE

(Juvenile Justice Facility)

THIS FIRST SUPPLEMENTAL LEASE dated as of March 1, 2020 (this “First Supplemental Lease”), by and between the **Public Building Commission of the Unified Government of Wyandotte County/Kansas City, Kansas**, a municipal corporation of the State of Kansas, as lessee (the “PBC”), as Lessor, and the **Unified Government of Wyandotte County/Kansas City, Kansas** (successor by consolidation to The County of Wyandotte, in the State of Kansas, also known as the Board of County Commissioners of Wyandotte County, State of Kansas) (the “Unified Government”), a political subdivision, duly organized and existing under the constitution and laws of the state of Kansas as a consolidated city-county having all the powers, functions and duties of a county and a city of the first class (but acting in its capacity as a county for purposes of this Lease), as Lessee,

RECITALS

1. The PBC and the Unified Government previously entered into a Lease dated as of March 1, 2018 (the “Original Lease”).

2. Pursuant to the terms of the Original Lease, the Unified Government leased from the PBC the Land and Improvements (the Land and Improvements referred to collectively herein as the “Facility”), as more particularly described in *Schedule I* attached hereto.

3. The PBC has previously issued its Revenue Bonds (Juvenile Justice Facility), Series 2018-A, in the aggregate principal amount of \$24,430,000 (the “Series 2018-A Bonds”), and the proceeds thereof were used to (a) provide consideration to the Unified Government in order to acquire a leasehold interest in the Land and (b) fund a portion of the costs of the Improvements.

4. The Unified Government and the PBC propose that the PBC shall issue its Revenue Bonds (Juvenile Justice Facility), Series 2020-A, in the aggregate principal amount of \$[PRINCIPAL AMOUNT] (the “Series 2020-A Bonds”) and shall use the proceeds thereof to fund a portion of the costs of the Improvements.

5. The PBC and the Unified Government desire to enter into this First Supplemental Lease (the “First Supplemental Lease,” and referred to herein collectively with the Original Lease as the “Lease”) to amend certain provisions of the Original Lease in connection with the issuance of the Series 2020-A Bonds.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the PBC and the Unified Government do hereby covenant and agree as follows:

Section 1. Amendments to Section 1.1 of the Original Lease. The following definitions contained in Section 1.1 of the Original Lease are hereby revised as follows:

“**Bond Resolution**” means collectively, Resolution No. 14 of the PBC authorizing the issuance of the Series 2018-A Bonds, as amended and supplemented; Resolution No. ____ of the PBC authorizing the issuance of the Series 2020-A Bonds, as amended and supplemented; and any Supplemental Resolutions adopted in accordance with the provisions of such resolutions.

“Term” means that term commencing as of the date of the Original Lease and ending on August 1, 2040, subject to prior termination as specified in this Lease, but terminating in any event when all of the principal of, redemption premium, if any, and interest on all Outstanding Bonds shall have been paid in full or provision made for their payment in accordance with the provisions of the Bond Resolution and the Unified Government has exercised its option to purchase the Facility under *Article XVII* of the Original Lease.

Section 2. Representations and Covenants by the Unified Government. In addition to the representations and covenants of the Unified Government contained in the Original Lease, the Unified Government further represents and covenants as follows:

(a) The Unified Government hereby agrees to execute and deliver the Disclosure Instructions related to the Series 2020-A Bonds and will take all actions reasonable required by the Unified Government in order to comply with all applicable requirements of the Disclosure Instructions related to the Series 2020-A Bonds until such Series 2020-A Bonds are no longer outstanding.

(b) The Unified Government will comply with the Tax Compliance Agreement related to the Series 2020-A Bonds. The Unified Government will comply with and will take all action reasonably required of the Unified Government in order to comply with all applicable requirements of the Code until the Series 2020-A Bonds are no longer outstanding.

(c) Upon completion of the Improvements to be financed with the Series 2020-A Bonds, the Unified Government will provide to the PBC a Certificate of Completion in substantially the form attached to the Original Lease as *Appendix B*. In the event funds remain on hand in the Improvement Fund related to the Series 2020-A Bonds on the date such Certificate of Completion is furnished, such remaining funds shall be transferred to the Principal and Interest Payment Account established with respect to the Series 2020-A Bonds and shall be applied in accordance with the Bond Resolution related to the Series 2020-A Bonds.

Section 3. Representations and Covenants by the PBC. In addition to the representations and covenants of the PBC contained in the Original Lease, the PBC further represents and covenants as follows:

(a) The PBC has duly authorized the execution and delivery of this First Supplemental Lease and the Bond Resolution related to the Series 2020-A Bonds, and the issuance, execution and delivery of the Series 2020-A Bonds.

(b) The PBC will comply with the Tax Compliance Agreement related to the Series 2020-A Bonds. The PBC will comply with and will take all action reasonably required of the PBC in order to comply with all applicable requirements of the Code until the Series 2020-A Bonds are no longer outstanding.

Section 4. Lease of Facility; Applicability of Original Lease. The PBC hereby confirms that it demises, leases, subleases and lets the Facility to the Unified Government, and the Unified Government hereby confirms that it rents, leases, subleases and hires the Facility from the PBC, for the Rental Payments set forth in the Original Lease, as supplemented and amended by this First Supplemental Lease, and subject to the terms and conditions set forth in the Lease. Except as specifically amended hereby, all other provisions of the Original Lease shall remain in full force and effect and are hereby ratified, approved and confirmed.

Section 5. Execution in Counterparts. This First Supplemental Lease may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the PBC and the Unified Government have caused this First Supplemental Lease to be executed by their respective authorized officials and officers, all as of the day and year first above written.

**PUBLIC BUILDING COMMISSION OF
WYANDOTTE COUNTY/
KANSAS CITY, KANSAS,
as PBC**

(Seal)

By: _____
President

ATTEST:

By: _____
Secretary

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

This instrument was acknowledged before me on _____, 2020, by David Alvey, President of the Public Building Commission of Wyandotte County/Kansas City, Kansas, a municipal corporation organized under the laws of the State of Kansas.

(Seal)

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the PBC and the Unified Government have caused this First Supplemental Lease to be executed by their respective authorized officials and officers, all as of the day and year first above written.

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

(SEAL)

Mayor/CEO

ATTEST:

Unified Government Clerk

APPROVED AS TO FORM ONLY:

Chief Counsel

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

This instrument was acknowledged before me on _____, 2020, by David Alvey, Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas, a political subdivision duly organized and existing under the constitution and laws of the State of Kansas.

(Seal)

Notary Public

My Commission Expires: _____

SCHEDULE 1

LEGAL DESCRIPTION

Tract 1:

All of Lots 10 through 21, both inclusive, and Lots 28 through 39, both inclusive, and that portion of the vacated 18-foot east-west alley between the southerly sides of said Lots 10 through 21, and the northerly sides of said Lots 28 through 39, all in Block 137, NORTHROP'S PART OF WYANDOTTE CITY, now in and a part of Kansas City, Wyandotte County, Kansas.

Tract 2:

All of Lots 14 through 35, both inclusive, Block 159, NORTHROP'S PART OF WYANDOTTE CITY, now in and a part of Kansas City, Wyandotte County, Kansas.
AND the 10 foot wide vacated portion of Barnett Avenue adjoining the northerly side of Lots 1 through 22, both inclusive, of said Lots;
AND the 10 foot wide vacated portion of North 8th Street adjoining the westerly side of Lots 22 through 27, both inclusive of said Lots;
AND the 10 foot wide vacated portion of Tauromee Avenue adjoining the southerly side of Lots 27 through 35, both inclusive, of said Lots.

FIRST SUPPLEMENTAL LEASE
(Courthouse and Adult Jail Facility)

Dated: As of March 1, 2020

GRANTOR:	PUBLIC BUILDING COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS City Hall 701 North 7th Street Kansas City, Kansas 66101 Attn: Secretary
GRANTEE:	UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS (successor by consolidation to The County of Wyandotte, in the State of Kansas , also known as the Board of County Commissioners of Wyandotte County, State of Kansas , and also successor by consolidation to the City of Kansas City, in the State of Kansas) City Hall 701 North 7 th Street Kansas City, Kansas 66101 Attn: Chief Financial Officer
LEGAL DESCRIPTION:	See the attached Schedule 1 .

FIRST SUPPLEMENTAL LEASE

(Courthouse and Adult Jail Facility)

THIS FIRST SUPPLEMENTAL LEASE dated as of March 1, 2020 (this “First Supplemental Lease”), by and between the **Public Building Commission of the Unified Government of Wyandotte County/Kansas City, Kansas**, a municipal corporation of the State of Kansas, as lessee (the “PBC”), as Lessor, and the **Unified Government of Wyandotte County/Kansas City, Kansas** (successor by consolidation to The County of Wyandotte, in the State of Kansas, also known as the Board of County Commissioners of Wyandotte County, State of Kansas) (the “Unified Government”), a political subdivision, duly organized and existing under the constitution and laws of the state of Kansas as a consolidated city-county having all the powers, functions and duties of a county and a city of the first class (but acting in its capacity as a county for purposes of this Lease), as Lessee,

RECITALS

1. The PBC and the Unified Government previously entered into a Lease dated as of March 1, 2018 (the “Original Lease”).

2. Pursuant to the terms of the Original Lease, the Unified Government leased from the PBC the Land and Improvements (the Land and Improvements referred to collectively herein as the “Facility”), as more particularly described in ***Schedule I*** attached hereto.

3. The PBC has previously issued its Revenue Bonds (Courthouse and Adult Jail Facility), Series 2018-B, in the aggregate principal amount of \$8,710,000 (the “Series 2018-B Bonds”), and the proceeds thereof were used to (a) provide consideration to the Unified Government in order to acquire a leasehold interest in the Land and (b) fund a portion of the costs of the Improvements.

4. The Unified Government and the PBC propose that the PBC shall issue its Revenue Bonds (Courthouse and Adult Jail Facility), Series 2020-B, in the aggregate principal amount of \$[PRINCIPAL AMOUNT] (the “Series 2020-B Bonds”) and shall use the proceeds thereof to fund a portion of the costs of the Improvements.

5. The PBC and the Unified Government desire to enter into this First Supplemental Lease (the “First Supplemental Lease,” and referred to herein collectively with the Original Lease as the “Lease”) to amend certain provisions of the Original Lease in connection with the issuance of the Series 2020-B Bonds.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the PBC and the Unified Government do hereby covenant and agree as follows:

Section 1. Amendments to Section 1.1 of the Original Lease. The following definitions contained in Section 1.1 of the Original Lease are hereby revised as follows:

“**Bond Resolution**” means collectively, Resolution No. 15 of the PBC authorizing the issuance of the Series 2018-B Bonds, as amended and supplemented; Resolution No. ____ of the PBC authorizing the issuance of the Series 2020-B Bonds, as amended and supplemented; and any Supplemental Resolutions adopted in accordance with the provisions of such resolutions.

“Term” means that term commencing as of the date of the Original Lease and ending on August 1, 2040, subject to prior termination as specified in this Lease, but terminating in any event when all of the principal of, redemption premium, if any, and interest on all Outstanding Bonds shall have been paid in full or provision made for their payment in accordance with the provisions of the Bond Resolution and the Unified Government has exercised its option to purchase the Facility under *Article XVII* of the Original Lease.

Section 2. Representations and Covenants by the Unified Government. In addition to the representations and covenants of the Unified Government contained in the Original Lease, the Unified Government further represents and covenants as follows:

(a) The Unified Government hereby agrees to execute and deliver the Disclosure Instructions related to the Series 2020-B Bonds and will take all actions reasonable required by the Unified Government in order to comply with all applicable requirements of the Disclosure Instructions related to the Series 2020-B Bonds until such Series 2020-B Bonds are no longer outstanding.

(b) The Unified Government will comply with the Tax Compliance Agreement related to the Series 2020-B Bonds. The Unified Government will comply with and will take all action reasonably required of the Unified Government in order to comply with all applicable requirements of the Code until the Series 2020-B Bonds are no longer outstanding.

(c) Upon completion of the Improvements to be financed with the Series 2020-B Bonds, the Unified Government will provide to the PBC a Certificate of Completion in substantially the form attached to the Original Lease as *Appendix B*. In the event funds remain on hand in the Improvement Fund related to the Series 2020-B Bonds on the date such Certificate of Completion is furnished, such remaining funds shall be transferred to the Principal and Interest Payment Account established with respect to the Series 2020-B Bonds and shall be applied in accordance with the Bond Resolution related to the Series 2020-B Bonds.

Section 3. Representations and Covenants by the PBC. In addition to the representations and covenants of the PBC contained in the Original Lease, the PBC further represents and covenants as follows:

(a) The PBC has duly authorized the execution and delivery of this First Supplemental Lease and the Bond Resolution related to the Series 2020-B Bonds, and the issuance, execution and delivery of the Series 2020-B Bonds.

(b) The PBC will comply with the Tax Compliance Agreement related to the Series 2020-B Bonds. The PBC will comply with and will take all action reasonably required of the PBC in order to comply with all applicable requirements of the Code until the Series 2020-B Bonds are no longer outstanding.

Section 4. Lease of Facility; Applicability of Original Lease. The PBC hereby confirms that it demises, leases, subleases and lets the Facility to the Unified Government, and the Unified Government hereby confirms that it rents, leases, subleases and hires the Facility from the PBC, for the Rental Payments set forth in the Original Lease, as supplemented and amended by this First Supplemental Lease, and subject to the terms and conditions set forth in the Lease. Except as specifically amended hereby, all other provisions of the Original Lease shall remain in full force and effect and are hereby ratified, approved and confirmed.

Section 5. Execution in Counterparts. This First Supplemental Lease may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the PBC and the Unified Government have caused this First Supplemental Lease to be executed by their respective authorized officials and officers, all as of the day and year first above written.

**PUBLIC BUILDING COMMISSION OF
WYANDOTTE COUNTY/
KANSAS CITY, KANSAS,
as PBC**

(Seal)

By: _____
President

ATTEST:

By: _____
Secretary

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

This instrument was acknowledged before me on _____, 2020, by David Alvey, President of the Public Building Commission of Wyandotte County/Kansas City, Kansas, a municipal corporation organized under the laws of the State of Kansas.

(Seal)

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the PBC and the Unified Government have caused this First Supplemental Lease to be executed by their respective authorized officials and officers, all as of the day and year first above written.

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

(SEAL)

Mayor/CEO

ATTEST:

Unified Government Clerk

APPROVED AS TO FORM ONLY:

Chief Counsel

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

This instrument was acknowledged before me on _____, 2020, by David Alvey, Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas, a political subdivision duly organized and existing under the constitution and laws of the State of Kansas.

(Seal)

Notary Public

My Commission Expires: _____

SCHEDULE 1

LEGAL DESCRIPTION

All of Lots 1 through 21, both inclusive, and Lots 28 through 48, both inclusive, and that portion of the vacated 18-foot east-west alley between the southerly sides of said Lots 1 through 21, and the northerly sides of said Lots 28 through 48, all in Block 150, NORTHRUP'S PART OF WYANDOTTE CITY, now in and a part of Kansas City, Wyandotte County, Kansas; AND the 5 foot wide vacated portion of Armstrong Avenue adjoining the northerly side of said Lots 1 through 21; AND the 10 foot wide vacated portion of Ann Avenue adjoining the southerly side of said Lots 28 through 48.

LEASE
(HEALTH DEPARTMENT BUILDING)

BY AND BETWEEN

**THE PUBLIC BUILDING COMMISSION
OF THE
UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS**

AND

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

DATED AS OF MARCH 1, 2020

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LEASE

THIS LEASE, made and entered into as of March 1, 2020, by and between the Public Building Commission of the Unified Government of Wyandotte County/Kansas City, Kansas, a municipal corporation of the State of Kansas, as lessor (the “PBC”), and the Unified Government of Wyandotte County/Kansas City, Kansas, a political subdivision, duly organized and existing under the constitution and laws of the State of Kansas, as lessee (the “Unified Government”).

RECITALS

1. The PBC is a duly organized municipal corporation created by the Unified Government, pursuant to K.S.A. 12-1757 *et seq.* as amended by Charter Ordinance No. CO-1-98 and Charter Resolution No. CR-1-98, all as amended and supplemented from time to time (collectively, the “Act”), with full lawful power and authority to enter into this Lease.

2. The Unified Government is a political subdivision duly organized and existing under the constitution and laws of the State of Kansas with full lawful power and authority to enter into this Lease.

3. The Unified Government is the fee owner of the real estate described in ***Schedule 1*** hereto and the existing improvements located thereon (collectively, the “Land”), to which it desires to make certain capital improvements to the existing Health Department building located at 619 Ann Avenue, with an emphasis on improvements to the roof, HVAC system, elevators, plumbing, electrical and other operating systems within the building (collectively, the “Improvements”).

4. The Unified Government and the PBC have entered into a Base Lease dated as of March 1, 2020 (the “Base Lease”) whereby the Unified Government has leased the Land to the PBC for the purpose of making the Improvements.

5. The PBC, in furtherance of the purposes and pursuant to the provisions of the Act, and in order to construct and equip the Improvements for the Unified Government, has proposed and hereby proposes that it shall:

(a) Lease the Land and the Improvements (collectively, the “Facility”) to the Unified Government for the rentals and upon the terms and conditions hereinafter set forth; and

(b) Issue, for the purpose of paying the costs of the Improvements, the Series 2020-C Bonds under and pursuant to and subject to the provisions of the Act and the Bond Resolution;

6. The Unified Government, pursuant to the foregoing proposals of the PBC, desires to lease the Facility from the PBC, with an option to purchase the PBC’s interest in the Facility (*i.e.*, the PBC’s rights in the Base Lease), for the rentals and upon the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the PBC and the Unified Government do hereby covenant and agree as follows:

ARTICLE I

Section 1.1 Definitions. Capitalized terms not otherwise defined in this Lease shall have the meanings set forth in the Bond Resolution. In addition to the words, terms and phrases elsewhere defined

in this Lease and in the Bond Resolution, the following words, terms and phrases as used herein shall have the following meanings unless the context or use indicates another or different meaning or intent:

“Authorized Unified Government Representative” means the Unified Government’s Chief Financial Officer, or such other person as is designated to act on behalf of the Unified Government as evidenced by written certificate furnished to PBC, containing the specimen signature of such person. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Unified Government Representative.

“Bankruptcy Code” means Title 11 of the United States Code, as amended.

“Basic Rent Payment Date” means the Business Day prior to each Bond Payment Date until the principal of, redemption premium, if any, and interest on the Bonds have been fully paid or provision made for their payment in accordance with the provisions of the Bond Resolution.

“Bond Resolution” means collectively, Resolution No. [_____] of the PBC authorizing the issuance of the Series 2020-C Bonds, as amended and supplemented, and any Supplemental Resolutions adopted in accordance with the provisions of the Bond Resolution.

“CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, *et seq.*

“Certificate of Completion” means a written certificate signed by an Authorized Unified Government Representative stating that (a) the Improvements have been completed in accordance with the plans and specifications prepared or approved by the PBC or Unified Government, as the case may be; (b) the Improvements have been completed in a good and workmanlike manner; (c) no mechanic’s or materialmen’s liens have been filed, nor is there any basis for the filing of such liens, with respect to the Improvements; (d) the Improvements are located upon the Land; and (e) if required by applicable building codes, that an appropriate certificate of occupancy has been issued with respect to the Improvements.

“Default” means any event or condition the occurrence of which, with the lapse of time or the giving of notice or both, constitutes an Event of Default with respect to this Lease.

“Disclosure Instructions” means the Continuing Disclosure Instructions executed and delivered by the Unified Government, (as may be amended from time to time) to be delivered at the time of issuance and delivery of the Bonds, relating to certain matters within the scope of the SEC Rule, in accordance with its terms.

“Environmental Assessment” means an environmental assessment with respect to the Facility conducted by an independent consultant satisfactory to the PBC that reflects the results of such inspections, records reviews, soil tests, groundwater tests and other tests requested, which assessment and results shall be satisfactory in scope, form and substance to the PBC and the Unified Government.

“Environmental Law” means CERCLA, SARA, and any other federal, state or local environmental statute, regulation or ordinance presently in effect or coming into effect during the term of this Lease.

“Event of Bankruptcy” means an event whereby the Unified Government shall: (a) admit in writing its inability to pay its debts as they become due; or (b) file a petition in bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Code as now or in the future amended, or file a pleading asking for such relief; or (c) make an assignment for the benefit of creditors; or (d) consent to the appointment of a trustee or receiver for all or a major portion of its property; or (e) be

finally adjudicated as bankrupt or insolvent under any federal or state law; or (f) suffer the entry of a final and nonappealable court order under any federal or state law appointing a receiver or trustee for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, which order, if the Unified Government has not consented thereto, shall not be vacated, denied, set aside or stayed within 60 days after the day of entry; or (g) suffer a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside.

“Event of Default” means, with respect to this Lease, any one of the following events:

(a) Failure of the Unified Government to make any payment of Basic Rent at the time and in the amounts required hereunder; or

(b) Failure of the Unified Government to make any payment of Additional Rent at the times and in the amounts required hereunder, or failure to observe or perform any other covenant, agreement, obligation or provision of this Lease on the Unified Government’s part to be observed or performed (other than covenants related to continuing disclosure contained in **Section 1.5**), and the same is not remedied within thirty (30) days after the PBC has given the Unified Government written notice specifying such failure (or such longer period as shall be reasonably required to correct such default; provided that (1) the Unified Government has commenced such correction within said 30-day period, and (2) the Unified Government diligently prosecutes such correction to completion); or

(c) An Event of Bankruptcy; or

(d) Abandonment of the Facility by the Unified Government.

“Full Insurable Value” means the full actual replacement cost less physical depreciation.

“Hazardous Substances” shall mean “hazardous substances” as defined in CERCLA.

“Impositions” means all taxes and assessments, general and special, which may be lawfully taxed, charged, levied, assessed or imposed upon or against or payable for or in respect of the Facility or any part thereof, or any improvements at any time thereon or the Unified Government’s interest therein, including any new lawful taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all water and sewer charges, assessments and other governmental charges and impositions whatsoever, foreseen or unforeseen.

“Improvement Contracts” means those documents for acquisition and improvement of the Facility, referred to in **Section 4.2** hereof.

“Kansas Tort Claims Act” means K.S.A. 75-6101 *et seq.*, and amendments thereto.

“Maintenance Costs” means all costs and expenses of every kind of operating and maintaining the Facility during the Term of this Lease.

“Net Proceeds” means the receipts obtained from reletting or sale after deducting all expenses incurred in connection with such reletting or sale, including without limitation, all repossession costs, brokerage commissions, legal expenses, expenses of employees, alteration costs and expenses of preparation of the Facility for reletting or sale. When used with respect to any insurance or condemnation

award with respect to the Facility, Net Proceeds shall mean the proceeds from the insurance or condemnation award remaining after the payment of all expenses (including attorneys' fees) incurred in the collection of such proceeds.

"Permitted Encumbrances" means any easements and rights-of-way of record at the time of lease of the Land to the PBC, and any other title exceptions not in the aggregate materially affecting marketability or the usefulness of the Facility to Unified Government.

"Rental Payments" means the aggregate of the Basic Rent and Additional Rent payments provided for pursuant to *Article III* of this Lease.

"SARA" means the Superfund Amendments and Reauthorization Act of 1986, as now in effect and as hereafter amended.

"SEC Rule" means Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

"Secretary" means the duly appointed and/or elected Secretary or, in the Secretary's absence, the duly appointed Deputy Secretary or Acting Secretary of the PBC.

"Term" means that term commencing as of the date of this Lease and ending on August 1, 2040, subject to prior termination as specified in this Lease, but terminating in any event when all of the principal of, redemption premium, if any, and interest on all Outstanding Bonds shall have been paid in full or provision made for their payment in accordance with the provisions of the Bond Resolution and the Unified Government has exercised its option to purchase the Facility under *Article XVII* hereof.

Section 1.2 Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine gender. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

(b) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(c) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or subdivision.

(d) The Table of Contents and the Article and Section headings of this Lease shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof.

Section 1.3 Representations and Covenants by the Unified Government. The Unified Government makes the following covenants and representations as the basis for the undertakings on its part herein contained.

(a) The Unified Government has the right, power and authority pursuant to the Act to enter into this Lease, and to perform its obligations hereunder. This Lease and the Unified Government's obligations

under it are not subject to the limitations imposed by the Kansas Cash Basis Law, as codified in K.S.A. 10-1101 *et seq.*, the Kansas Budget Law, as codified in K.S.A. 79-2925 *et seq.*, and amendments thereto. Notwithstanding the foregoing, the Unified Government's obligation to levy ad valorem taxes to make Rental Payments under this Lease is subject to the tax lid, which is primarily codified in K.S.A. 79-2925c. Pursuant to the Act, the obligations of the County for rentals payable under this Lease for its entire term are **not** subject to annual appropriation, early cancellation or termination.

(b) Neither the execution or delivery of this Lease, the consummation of the transactions contemplated hereby or by the Bond Resolution, nor the fulfillment of or compliance with the terms and conditions of this Lease contravenes in any material respect any provisions or conflicts with or results in a material breach of the terms, conditions or provisions of any agreement, indenture or instrument to which the Unified Government is a party or by which it is bound, or to which it or any of its properties is subject, or would constitute a material default (without regard to any required notice or the passage of any period of time) under any of the foregoing, or violates any existing law, administrative regulation or court order or consent decree to which the Unified Government is subject.

(c) This Lease constitutes a legal, valid and binding obligation of the Unified Government enforceable against the Unified Government in accordance with its terms. The Unified Government covenants to make all the Rental Payments required under this Lease from whatever source of revenues is legally available, and, to the extent required and permitted by law, will levy ad valorem taxes if necessary to make such Rental Payments.

(d) The Unified Government hereby agrees to execute and deliver the Disclosure Instructions, and will take all action reasonably required of the Unified Government in order to comply with all applicable requirements of the Disclosure Instructions until the Series 2020-C Bonds are no longer Outstanding.

(e) The Unified Government will comply with the Tax Compliance Agreement. The Unified Government will comply with, and will take all action reasonably required of the Unified Government in order to comply with, all applicable requirements of the Code until the Series 2020-C Bonds are no longer Outstanding.

Section 1.4 Representations and Covenants by PBC. PBC makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) PBC is a municipal corporation existing under the Constitution and laws of the State. Under the provisions of the Act, PBC has the power to enter into and perform the transactions contemplated by this Lease and the Bond Resolution and to carry out its obligations hereunder and thereunder.

(b) PBC has not, in whole or in part, assigned, leased, hypothecated or otherwise created any other interest in, or disposed of, or caused or permitted any lien, claim or encumbrance to be placed against, the Facility, except as provided for in this Lease and the Bond Resolution.

(c) The PBC, during the Term, will not in whole or in part, assign, lease, hypothecate or otherwise create any other interest in, or dispose of, or cause or permit any lien, claim or encumbrance (other than Permitted Encumbrances) to be placed against, the Facility, except as is provided for in this Lease and the Bond Resolution.

(d) PBC has duly authorized the execution and delivery of this Lease and the Bond Resolution and the issuance, execution and delivery of the Series 2020-C Bonds.

(e) The PBC will comply with the Tax Compliance Agreement. The PBC will comply with, and will take all action reasonably required of the PBC in order to comply with, all applicable requirements of the Code until the Series 2020-C Bonds are no longer Outstanding.

Section 1.5 Continuing Disclosure. The parties acknowledge that the Unified Government has certain obligations to comply with the provisions of the SEC Rule, as more fully set forth in the Disclosure Instructions. The Unified Government hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Instructions. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners. In the event the Unified Government fails to comply in a timely manner with the covenants contained in this section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Unified Government and the PBC. Notwithstanding any other provision of this Lease, failure of the Unified Government to comply with its covenants contained in this section shall not be considered an Event of Default under this Lease.

ARTICLE II

Section 2.1 Granting of Leasehold. PBC by these presents hereby rents, leases and lets to the Unified Government and the Unified Government hereby rents, leases and hires from the PBC, the Facility, for the rentals and upon and subject to the terms and conditions hereinafter set forth.

Section 2.2 Termination of Lease. This Lease will terminate upon the occurrence of the following:

(a) All Rental Payments that the Unified Government is obligated under this Lease to pay during the Term have been paid to the PBC in full;

(b) All of the principal of, redemption premium, if any, and interest on all Outstanding Bonds shall have been paid in full or provision made for their payment in accordance with the provisions of the Bond Resolution; and

(c) The Unified Government has exercised its option to purchase the PBC's interest in the Facility pursuant to *Article XVII* hereof and has closed the purchase.

ARTICLE III

Section 3.1 Basic Rent. The Unified Government covenants and agrees to pay Basic Rent in immediately available funds, less Basic Rent Credits, on each Basic Rent Payment Date during the Term. The PBC covenants to deposit such payments in the Principal and Interest Payment Account established in the Bond Resolution and to apply the same in the manner and for the purposes set forth in the Bond Resolution.

Section 3.2 Additional Rent. In addition to Basic Rent, the Unified Government shall pay any Additional Rent required to be paid pursuant to this Lease, or, if such payment cannot be made from legally available funds, as soon thereafter as funds can be made legally available after receipt of written notice thereof given to the Unified Government by the Authorized PBC Representative.

Section 3.3 Rent Payable Without Abatement or Setoff. The Unified Government covenants and agrees with and for the express benefit of the PBC and the Owners that all payments of Basic Rent and Additional Rent shall be made by the Unified Government as the same become due, and that the

Unified Government shall perform all of its obligations, covenants and agreements hereunder without notice or demand and without abatement, deduction, setoff, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Improvements shall have been acquired, started or completed, or whether the PBC's interest in the Facility or any part thereof is defective or non-existent, and notwithstanding any failure of consideration or commercial frustration of purpose, the eviction or constructive eviction of the Unified Government, any change in the tax or other laws of the United States of America, the State, or any political subdivision of either, any change in the PBC's legal organization or status, or any default of the PBC hereunder, and regardless of the invalidity of any action of the PBC or any other event or condition whatsoever, and regardless of the invalidity of any portion of this Lease. Nothing in this Lease shall be construed as a waiver by the Unified Government of any rights or claims the Unified Government may have against the PBC under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the PBC separately, it being the intent of this Lease that the Unified Government shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owners.

Section 3.4 Prepayment of Basic Rent. The Unified Government may at any time prepay all or any part of the Rental Payments, which prepayment shall be accompanied by an explanatory written statement of the Authorized Unified Government Representative and written instructions as to application of the prepayment towards the early redemption of Bonds.

Section 3.5 Deposit of Rental Payments. The PBC shall deposit, use and apply all payments of Basic Rent and Additional Rent in accordance with the provisions of this Lease and the Bond Resolution.

ARTICLE IV

Section 4.1 Disposition of Bond Proceeds. The proceeds of the Bonds shall be deposited in the Funds and Accounts and shall be applied in the manner set forth in the Bond Resolution and this Article, without further order or authorization.

Section 4.2 Improvement Contracts. It is recognized by the parties hereto that prior to the execution of this Lease, the Unified Government or the PBC may have entered into a contract or contracts with respect to the design, acquisition and/or construction of the Facility. Any such contracts are hereinafter referred to as the "Improvement Contracts." Prior to the execution of this Lease, certain work has been or may have been performed on the Facility pursuant to said Improvement Contracts. The Unified Government hereby conveys to the PBC all of the Unified Government's interest in the Improvement Contracts, and the PBC hereby designates the Unified Government as the PBC's agent for the purpose of executing and performing the Improvement Contracts. To the extent that the Improvement Contracts are entered into by the Unified Government, after the execution of this Lease, the Unified Government shall cause the Improvement Contracts to be fully performed by the contractor(s), subcontractor(s) and supplier(s) thereunder in accordance with the terms thereof, and the Unified Government covenants to cause the Improvements constituting part thereof to be acquired, constructed and installed in accordance with the Improvement Contracts. The Unified Government warrants that the construction and/or acquisition of the Facility or improvements constituting part thereof in accordance with said Improvement Contracts will result in the Facility being suitable for use by the Unified Government for its intended purposes. Any and all amounts received by the PBC or the Unified Government from any of the contractors or other suppliers by way of breach of contract, refunds or adjustments shall become a part of and be deposited in the Improvement Fund.

Section 4.3 Payment of Improvement Costs.

(a) The PBC hereby agrees to pay for the construction of the Improvements, but solely from the Improvement Fund, and hereby authorizes payment for the same, but solely from the Improvement Fund in accordance with the Bond Resolution.

(b) The PBC agrees to cause acquisition and construction of the Improvements to be diligently and continuously prosecuted and to be completed with reasonable dispatch substantially in accordance with the Improvement Contracts.

(c) In the event the moneys on deposit in the Improvement Fund, together with other funds, if any, made available for the Improvement Costs relating to the Improvements, are at any time insufficient to pay for the completion of the Improvements, the Unified Government agrees to pay or cause to be paid the amount of such deficiency, from other lawfully available funds.

(d) The PBC shall disburse moneys on deposit in the Improvement Fund from time to time to pay or as reimbursement for payment made for, Improvement Costs relating to the Improvements, upon receipt of a certificate signed by the Authorized Unified Government Representative in the form set forth by *Appendix A* hereto which is incorporated herein by reference.

Section 4.4 Changes or Amendments to Improvement Contracts. The Unified Government may make, authorize or permit such changes or amendments to the Improvement Contracts as it may reasonably determine to be necessary or desirable; provided, however, that no such change or amendment may be made to the Improvement Contracts that would cause a material change in the cost, scope, nature, or function of the Facility, unless the Unified Government shall file with the PBC a certificate of the Authorized PBC Representative and the Authorized Unified Government Representative, to the effect that the Facility will, after such change or amendment, continue to comply with the Act, and such change or amendment will not result in the Facility being used for any purpose prohibited by this Lease or otherwise result in the Unified Government failing to comply with any provisions of this Lease, or materially adversely affect the Basic Rent available for payment of principal of, premium, if any, and interest on the Bonds, or violate or conflict with the terms of any applicable approvals of the Unified Government.

Section 4.5 Completion of the Improvements. The Unified Government, as the PBC's agent for the purpose of performing the Improvement Contracts, covenants and agrees to proceed diligently to complete the Improvements after they are commenced. Upon completion of the Improvements, the Authorized Unified Government Representative shall deliver a Certificate of Completion signed by the Authorized Unified Government Representative in the form attached hereto as *Appendix B*. In the event funds remain on hand in the Improvement Fund on the date the Certificate of Completion is furnished, such remaining funds shall be transferred to the Principal and Interest Payment Account and shall be applied in accordance with the provisions of the Bond Resolution.

Section 4.6 Right of Entry by the PBC. The duly authorized agents of the PBC shall have the right at any reasonable time prior to the completion of the Facility to have access to the Facility or any parts thereof for the purpose of inspecting and supervising the acquisition, installation or construction thereof.

Section 4.7 Furnishings and Equipment Purchased by Unified Government. If no part of the purchase price of an item of personal property is paid from funds deposited in the Improvement Fund pursuant to the terms of this Lease, then such item of machinery, equipment or personal property shall not be deemed a part of the Facility.

Section 4.8 Facility Property of the PBC. All Improvements to or constituting a part of the Facility, all work and materials on such Improvements as such work progresses, any Facility Additions, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Facility, and the Facility as repaired, rebuilt, rearranged, restored or replaced by the Unified Government under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of the PBC, subject to the Base Lease.

Section 4.9 Kansas Retailers' Sales Tax. The parties have entered into this Lease in contemplation that, under the existing provisions of K.S.A. 79-3606 and other applicable laws, sales of tangible personal property or services purchased directly by the PBC in connection with construction of the Improvements are entitled to exemption from the tax imposed by the Kansas Retailers' Sales Tax Act.

ARTICLE V

Section 5.1 Environmental Covenants. The Unified Government acknowledges that it is responsible for maintaining the Facility in compliance with all applicable Environmental Laws. In the event that the Unified Government does not expeditiously proceed with any compliance action with respect to the Facility lawfully required by any local, state or federal authority under applicable Environmental Law, the PBC, immediately after notice to the Unified Government, may elect (but may not be required) to undertake such compliance. Any moneys expended by the PBC in efforts to comply with any applicable Environmental Law (including the cost of hiring consultants, undertaking sampling and testing, performing any cleanup necessary or useful in the compliance process and attorneys' fees) shall be due and payable as Additional Rent hereunder, subject to the availability of appropriated funds, with interest thereon at the average rate of interest per annum on the Bonds, plus two (2) percentage points, from the date such cost is incurred.

To the extent permitted by law, the Unified Government shall and does hereby indemnify the PBC and the Owners and agrees to defend and hold them harmless from and against all loss, cost, damage and expense (including, without limitation, attorneys' fees and costs associated with or incurred in the investigation, defense and settlement of claims) that they may incur, directly or indirectly, as a result of or in connection with the assertion against them or any of them of any claim relating to the presence on, escape or removal from the Facility of any Hazardous Substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether before, during or after the term of this Lease, including claims relating to personal injury or damage to property.

ARTICLE VI

Section 6.1 Insurance. The Unified Government shall be required to maintain in full force and effect the following policies of insurance:

(a) Commercial general liability insurance insuring against claims for bodily injury, personal injury and property damage occurring in or about the Facility under which Unified Government shall be named as insured and PBC shall be additional named as an additional insured, in an amount not less than the then maximum liability of a governmental entity for claims arising out of a single occurrence as provided by the Kansas Tort Claims Act or other similar future law (currently \$500,000 per occurrence); which policy must provide that such insurance may not be cancelled by the PBC thereof without at least 30 days' advance written notice to the PBC and the Unified Government, such insurance to be maintained throughout the Term of this Lease; and

(b) Workers' Compensation Insurance in accordance with statutory law; and

(c) Property insurance insuring the Facility for perils covered by a special causes of law form in an amount equal to the Full Insurable Value of the Facility. Such insurance coverage shall name the Unified Government and the PBC as loss payees, as their interests appear, and all Net Proceeds received under such policy or policies by the PBC or the Unified Government shall be applied as set forth in *Article XVIII* hereof; and

(d) With regard to new buildings and improvements constituting a part of the Facility and constructed by general contractors other than the Unified Government, performance and labor and material payment bonds and statutory bonds (with sureties approved by the PBC) with respect to the Improvement Contracts in the full amount of the Improvement Contracts. Said bonds shall name PBC and the Unified Government as obligee. All payments received by the PBC and the Unified Government under said bonds shall become a part of and be deposited in the Improvement Fund. With regard to materials and/or labor furnished to the Facility at the order of the Unified Government without formal contract, or by subcontract with the Unified Government acting as general contractor, with respect to materials or labor which could form the basis of a statutory mechanic's lien, if the amount of the transaction does not exceed \$10,000; the payments therefor may be disbursed upon receipt of releases or waivers of statutory mechanic's or subcontractor's liens by all vendors or subcontractors receiving payment or furnishing labor or materials as a subcontractor of the vendor or subcontractor receiving payment.

Section 6.2 General Insurance Provisions.

(a) Prior to the expiration dates of the expiring policies or within 30 days of renewal, originals or certificates or acceptable binders of the policies provided for in this Article, each bearing notations evidencing payment of the premiums or other evidence of such payment satisfactory to the PBC, shall be delivered by the Unified Government to the PBC. All policies of such insurance and all renewals thereof shall name the Unified Government as insured and the PBC as additional named insured, must contain a provision that such insurance may not be cancelled or amended by the PBC thereof without at least thirty (30) days' written notice to the PBC and the Unified Government and shall be payable to the PBC and the Unified Government as their respective interests appear. The PBC and the Unified Government each hereby agree to do anything necessary, be it the endorsement of checks or otherwise, to cause any such payment, as long as such payment is required by this Lease.

(b) Each policy of insurance hereinabove referred to shall be issued by a nationally recognized responsible insurance company qualified under the laws of the State to assume the risks covered therein except that the Unified Government may be self-insured as to any required insurance coverages under a program of self-insurance approved by the State Commissioner of Insurance or other applicable State regulatory authority to the extent required by law, and with the consent of the PBC, which consent will not be unreasonably withheld.

(c) Certificates of insurance evidencing the insurance coverages herein required shall be filed with the PBC continuously during the term of this Lease.

(d) Each policy of insurance hereinabove referred to may be subject to a reasonable deductible in an amount approved by the PBC.

(e) Each policy of insurance required herein may be provided through blanket policies maintained by the Unified Government.

(f) Anything in this Lease to the contrary notwithstanding, subject to the limitations of the Kansas Tort Claims Act, Unified Government shall be liable to PBC pursuant to the provisions of this Lease

or otherwise, as to any loss or damage which may have been occasioned by the negligence of the Unified Government, its agents, licensees, contractors, invitees or employees.

ARTICLE VII

Section 7.1 Impositions. The Unified Government shall, during the Term of this Lease, bear, pay and discharge, before the delinquency thereof, any and all Impositions. In the event any Impositions may be lawfully paid in installments, the Unified Government shall be required to pay only such installments thereof as become due and payable during the Term of this Lease as and when the same become due and payable.

Section 7.2 Receipted Statements. Unless the Unified Government exercises its right to contest any Impositions in accordance with **Section 7.4** hereof, the Unified Government shall, within 30 days after the last day for payment, without penalty or interest, pay and discharge the same pursuant to the terms hereof, any and all Impositions that the Unified Government is required to bear. Following payment, the Unified Government shall deliver to the PBC a copy of the statement or invoice requesting payment, together with a receipt showing the payment of such Imposition.

Section 7.3 PBC May Not Sell. The PBC covenants that, unless the Unified Government is in default under this Lease it will not, without the Unified Government's written consent, unless required by law, sell or otherwise part with or encumber its leasehold interest in the Facility at any time during the Term of this Lease.

Section 7.4 Contest of Impositions. The Unified Government shall have the right, in its own or the PBC's name or both, to contest the validity or amount of any Imposition by appropriate legal proceedings instituted at least 10 days before the Imposition complained of becomes delinquent if, and provided, the Unified Government: (a) before instituting any such contest, shall give the PBC written notice of its intention to do so and, if requested in writing by the PBC, shall deposit with the PBC a surety bond of a surety company acceptable to the PBC as surety, in favor of the PBC, or cash, in a sum of at least the amount of the Imposition so contested, assuring the payment of such contested Impositions together with all interest and penalties to accrue thereon and court costs; (b) diligently prosecutes any such contest and at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise; and (c) promptly pays any final judgment enforcing the Imposition so contested and thereafter promptly procures record release or satisfaction thereof. The Unified Government shall hold the PBC whole and harmless from any costs and expenses the PBC may incur related to any such contest.

ARTICLE VIII

Section 8.1 Use of Facility. Subject to the provisions of this Lease, the Unified Government shall have the right to use the Facility for its lawful governmental purposes as contemplated by the Constitution of the State, and the Act. The Unified Government shall comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Facility or to any adjoining public ways, as to the manner of use or the condition of the Facility or of adjoining public ways. The Unified Government shall comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Lease. The Unified Government shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Unified Government to comply with the provisions of this Article.

ARTICLE IX

Section 9.1 Assignment by Unified Government. The Unified Government may not assign its interest in this Lease without the prior written consent of the PBC. Any such assignment must be to an entity authorized to be a tenant in accordance with the Act. In the event of any such assignment, the Unified Government shall remain fully liable for the performance of its duties and obligations hereunder, except to the extent hereinafter provided, and no such assignment and no dealings or transactions between the PBC and any such assignee shall relieve the Unified Government of any of its duties and obligations hereunder, except as may be otherwise provided in the following section.

Section 9.2 Release of the Unified Government. If, in connection with an assignment by the Unified Government of its interest in this Lease: (a) the PBC and the Owners of ninety percent (90%) in aggregate principal amount of the Outstanding Bonds (including any Additional Bonds) shall file with the PBC their prior written consent to such assignment; and (b) the proposed assignee shall expressly assume and agree to perform all of the obligations of the Unified Government under this Lease; then the Unified Government shall be fully released from all obligations accruing hereunder after the date of such assignment.

Section 9.3 Covenant Against Other Assignments. The Unified Government will not assign or in any manner transfer its interests under this Lease, nor will it suffer or permit any assignment thereof by operation of law, except in accordance with the limitations, conditions and requirements herein set forth.

Section 9.4 Sublease by Unified Government. The Unified Government may not sublease the Facility to a single party or entity, without the prior written consent of the PBC. The Unified Government may sublease portions of the Facility for use by others in the normal course of its business without the PBC's prior consent or approval provided such sublease does not adversely affect the exclusion from gross income for federal income tax purposes of interest on any tax-exempt Bonds. Any such subtenant must be an entity permitted to be a tenant under the provisions of the Act. In the event of any such subleasing, the Unified Government shall remain fully liable for the performance of its duties and obligations hereunder, and no such subleasing and no dealings or transactions between the PBC and any such subtenant shall relieve the Unified Government of any of its duties and obligations hereunder. Any such sublease shall be subject and subordinate in all respects to the provisions of this Lease.

ARTICLE X

Section 10.1 Repairs and Maintenance. The Unified Government covenants and agrees that it will, during the Term of this Lease, keep and maintain the Facility and all parts thereof in good condition and repair, including but not limited to the furnishing of all parts, mechanisms and devices required to keep the furnishings, equipment and personal property constituting a part of the Facility in good mechanical and working order, and that during said period of time it will keep the Facility and all parts thereof free from nuisance or conditions unreasonably increasing the danger of fire.

Section 10.2 Removal, Disposition and Substitution of Fixtures, Furnishings or Equipment. The Unified Government shall have the right, provided the Unified Government is not in default in the payment of Basic Rent and Additional Rent, to remove and sell or otherwise dispose of any fixtures, furnishings or equipment that constitutes a part of the Facility and that are no longer used by the Unified Government or, in the opinion of the Unified Government, are no longer suitable for use by the Unified Government in its operations (whether by reason of obsolescence, depreciation or otherwise), subject, however, to the following conditions:

(a) Prior to any such removal, Unified Government shall deliver to the PBC a certificate signed by the Authorized Unified Government Representative: (1) containing a complete description, including the make, model and serial numbers, if any, of any fixtures, furnishings or equipment constituting a part of the Facility which it proposes to remove; (2) stating the reason for such removal; (3) stating what disposition, if any, of the fixtures, furnishings or equipment is to be made by the Unified Government after such removal and the names of the party or parties to whom such disposition is to be made and the consideration to be received by the Unified Government therefor, if any; and (4) setting forth the original cost and the current fair market value of such furnishings or equipment; provided, however, that in no event shall the value be less than the consideration to be received by the Unified Government upon the disposition.

(b) Prior to any such removal, the Unified Government shall pay the current fair market value of such fixtures, furnishings or equipment as set forth in said certificate to the PBC and the PBC shall deposit such amount in the Principal and Interest Payment Account.

(c) The Unified Government may remove fixtures, furnishings and equipment constituting a part of the Facility without first complying with the provisions of subparagraph (b) above; provided, however, that the Unified Government shall promptly replace any such fixtures, furnishings or equipment so removed with fixtures, furnishings or equipment of the same or a different kind but which are capable of performing the same function, efficiently, as the fixtures, furnishings or equipment so removed, and the fixtures, furnishings or equipment so acquired by the Unified Government to replace such fixtures, furnishings or equipment shall be deemed a part of the Facility. Within thirty (30) days after any such replacement by the Unified Government, the Unified Government shall deliver to the PBC a certificate of the Authorized Unified Government Representative setting forth a complete description, including make, model and serial numbers, if any, of the fixtures, furnishings or equipment which the Unified Government has acquired to replace the fixtures, furnishings or equipment so removed by the Unified Government, the cost thereof and that said fixtures, furnishings or equipment have been installed.

All fixtures, furnishings or equipment constituting a part of the Facility and removed by Unified Government pursuant to this Section shall become the absolute property of the Unified Government and may be sold or otherwise disposed of by Unified Government without accounting to PBC with respect thereto. In all cases, Unified Government shall pay all the costs and expenses of any such removal and shall immediately repair at its expense all damage caused thereby. Unified Government's rights under this Article to remove fixtures, furnishings or equipment constituting a part of the Facility is intended only to permit Unified Government to maintain an efficient operation by the removal of such fixtures, furnishings or equipment no longer suitable to Unified Government's use for any of the reasons set forth in this Section and such right is not to be construed to permit a removal under any other circumstances and shall not be construed to permit the wholesale removal of such fixtures, furnishings or equipment by Unified Government.

ARTICLE XI

Section 11.1 Alteration of Facility. The Unified Government shall have and is hereby given the right, at its sole cost and expense, to make such changes and alterations in and to any part of the Facility as the Unified Government from time to time may deem necessary or advisable without the consent of the PBC; provided, however, the Unified Government shall not make any major change or alteration which will adversely affect the intended use or structural strength of any part of the Facility. All additions, changes and alterations made by the Unified Government pursuant to the authority of this Article shall (a) be made in a workmanlike manner and in strict compliance with all laws and regulations applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, shall be deemed a part of the Facility and subject to the Base Lease; provided, however, that additions of furnishings, equipment and/or personal property of the Unified Government, not purchased or acquired from proceeds

of the Bonds and not constituting a part of the Facility shall remain the separate property of the Unified Government and may be removed by the Unified Government at any time prior to termination of this Lease; provided further, however, that all such additional furnishings, equipment and/or personal property which remain in the Facility after the termination of this Lease for any cause other than the purchase of the Facility pursuant to *Article XVII* hereof shall, upon and in the event of such termination, become the separate and absolute property of the PBC.

ARTICLE XII

Section 12.1 Additional Improvements. The Unified Government shall have and is hereby given the right, at its sole cost and expense, to construct on the Land or within areas occupied by the Facility, or in airspace above the Facility, such additional buildings and improvements as the Unified Government from time to time may deem necessary or advisable. All additional buildings and improvements constructed by the Unified Government pursuant to the authority of this Article shall, during the Term, remain the property of the Unified Government and may be added to, altered or razed and removed by the Unified Government at any time during the Term hereof. The Unified Government covenants and agrees (a) to make all repairs and restorations, if any, required to be made to the Facility because of the construction of, addition to, alteration or removal of, said additional buildings or improvements, (b) to keep and maintain said additional buildings and improvements in good condition and repair, ordinary wear and tear excepted, and (c) to promptly and with due diligence either raze and remove from the Land, in a good, workmanlike manner, or repair, replace or restore such of said additional buildings or improvements as may from time to time be damaged by fire or other casualty, and (d) that all additional buildings and improvements constructed by the Unified Government pursuant to this Article which remain in place after the termination of this Lease for any cause other than the purchase of the Facility pursuant to *Article XVII* hereof shall, upon and in the event of such termination, become the separate and absolute property of the PBC.

ARTICLE XIII

Section 13.1 Securing of Permits and Authorizations. The Unified Government shall not do or permit others under its control to do any work in or in connection with the Facility or related to any repair, rebuilding, restoration, replacement, alteration of or addition to the Facility, or any part thereof, unless all applicable governmental permits and authorizations shall have first been procured. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning and other laws, resolutions, governmental regulations and requirements and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Lease.

Section 13.2 Mechanics' Liens. Unified Government shall not do or suffer anything to be done whereby the Facility, or any part thereof, may be encumbered by any mechanics' or other similar lien and if any mechanic's or other similar lien is filed against the Facility, or any part thereof, the Unified Government shall discharge the same of record within 30 days after the date of filing. Notice is hereby given that the PBC does not authorize or consent to and shall not be liable for any labor or materials furnished to the Unified Government or anyone claiming by, through or under the Unified Government upon credit, and that no mechanic's or similar liens for any such labor, services or materials shall attach to or affect the estate of the PBC in and to the Facility, or any part thereof.

Section 13.3 Contest of Liens. The Unified Government, notwithstanding the above, shall have the right to contest any such mechanics', or other similar lien if within a 30 day period it: (a) notifies the PBC

in writing of its intention so to do; (b) diligently pursues such contest, at all times effectively staying or preventing any official or judicial sale of the Facility or any part thereof or interest therein, under execution or otherwise; and (c) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and thereafter promptly procures a recorded release or satisfaction thereof.

Section 13.4 Utilities. All utilities and utility services used in, on or about the Facility shall be contracted for by the Unified Government in the Unified Government's own name and the Unified Government shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith. Utility costs shall be included in Maintenance Costs as defined herein.

ARTICLE XIV

Section 14.1 Indemnity. Subject to the provisions of the Kansas Tort Claims Act and other applicable law, the Unified Government covenants and agrees, at its expense, to pay, and to indemnify and save the PBC and all agents, members, directors, officers and employees thereof harmless against and from any and all claims by or on behalf of any person, firm, corporation, or governmental authority, arising from the acquisition, construction, equipping, occupation, use, operation, maintenance, possession, conduct or management of, or from any work done in or about the Facility, or from the subletting of any part thereof, including any liability for violation of conditions, agreements, restrictions, laws, or regulations affecting the Facility or the occupancy or use thereof. Subject to the provisions of the Kansas Tort Claims Act. and other applicable law, the Unified Government also covenants and agrees, at its expense, to pay and to indemnify and save the PBC and all agents, members, directors, officers and employees thereof harmless against and from, any and all claims arising from (i) any condition of the Facility, (ii) any breach or default on the part of the Unified Government in the performance of any covenant or agreement to be performed by such the Unified Government pursuant to this Lease, (iii) any act or negligence of the Unified Government or, any of its agents, contractors, servants, employees or licensees in connection with their use, occupancy or operation of the Facility, or (iv) any accident, injury or damage whatsoever caused to any person, firm or corporation, in or about the Facility and from and against all costs, reasonable counsel fees, expenses and liabilities incurred in any action or proceeding brought by reason of any claim referred to in this section. In the event that any action or proceeding is brought against the PBC or any agent, member, director, officer or employee thereof by reason of any such claim, the Unified Government, upon notice from the PBC, covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to the PBC.

Notwithstanding the fact that it is the intention of the parties that the PBC and all agents, members, directors, officers and employees thereof shall not incur any pecuniary liability whatsoever by reason of the terms of this Lease, or the undertakings required of the PBC hereunder or any agent, member, director, officer or employee thereof, by reason of the issuance of Bonds, by reason of the execution or authorization of any documents or certification in connection with the Bonds including, but not limited to, the Bond Resolution, this Lease, or any preliminary or final official statement, by reason of the performance, or nonperformance, of any act required of it by this Lease or the Bond Resolution, or by reason of the performance, or nonperformance, of any act requested of it by the Unified Government, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing; nevertheless, if the PBC or any agent, member, employee, officer or director thereof should incur any such pecuniary liability then in such event the Unified Government, subject to the provisions of the Kansas Tort Claims Act. and other applicable law, shall indemnify and hold harmless the PBC and all agents, members, directors, officers and employees thereof, against all claims, fees, including attorney fees, and expenses by or on behalf of any person, firm, corporation, or governmental authority, arising out of the same, and all costs, fees and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice from the PBC, the Unified Government shall defend and hold harmless the PBC in any such action or proceeding. This section shall survive the termination of this Lease for any claim,

proceeding or action arising from any event or omission occurring during the Term and after the termination, due to an Event of Default, for any period the Unified Government or assignee occupies the Facility.

Section 14.2 Liability. Subject to *Article IV* hereof, the provisions of the Kansas Tort Claims Act. and other applicable law, the Unified Government hereby accepts all responsibility relating to the operation, maintenance and repair of the Facility during the Lease Term and agrees that the PBC shall not have any liability therefor.

ARTICLE XV

Section 15.1 Access to Facility. The PBC, for itself and its duly authorized representatives and agents, reserves the right to enter the Facility at all reasonable times during usual business hours (subject to the Unified Government's access procedures and policies) throughout the Term for the purpose of: (a) examining and inspecting the same, (b) performing any work made necessary by reason of an Event of Default by the Unified Government under any of the provisions of this Lease, and (c) while an Event of Default is continuing hereunder, for the purpose of exhibiting the Facility to prospective purchasers or lessees. The PBC may, during the progress of said work mentioned in (b) above, keep and store on the Facility all necessary materials, supplies and equipment and shall not be liable for necessary inconvenience, annoyances, disturbances, loss of business or other damage suffered by reason of the performance of any such work or the storage of such materials, supplies and equipment.

ARTICLE XVI

Section 16.1 Quiet Enjoyment and Possession. So long as no Event of Default has occurred and is continuing under this Lease, Unified Government shall and may peaceably and quietly have, hold and enjoy the Facility.

ARTICLE XVII

Section 17.1 Option to Purchase Facility. Subject to the provisions of this Article, the Unified Government shall have the option to purchase the PBC's interest in the Facility (i.e., the PBC's rights in the Base Lease) at any time during the Term hereof and for One Hundred Twenty (120) days thereafter. The Unified Government shall exercise its option by giving the PBC written notice of the Unified Government's election to exercise its option specifying the date, time and place of closing, which date (the "Closing Date") shall neither be earlier than 30 days nor later than One Hundred Eighty (180) days after the notice is given.

Section 17.2 Quality of Title and Purchase Price. If notice of election to purchase is given, the PBC shall sell and convey its interest in and to the Facility to the Unified Government on the Closing Date free and clear of all liens and encumbrances except: (a) those to which the title was subject on the date of execution of the Base Lease, or to which title became subject with the Unified Government's written consent, or which resulted from any failure of the Unified Government to perform any of its covenants or obligations under this Lease; (b) taxes and assessments, general and special, if any; and (c) the rights of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the Facility, for the price and sum as follows (which the Unified Government shall pay in cash at the time of delivery of the PBC's deed or other instrument or instruments of transfer of the Facility to Unified Government as hereinafter provided):

(a) The full amount which is required to provide the PBC with funds sufficient, in accordance with the provisions of the Bond Resolution, to pay at maturity or to redeem and pay in full (1) the principal of all of the Outstanding Bonds, (2) all interest due thereon to date of maturity or redemption, whichever first occurs, and (3) all costs, expenses and premiums incident to the redemption and payment of said Bonds in full, plus

(b) \$100.00.

Nothing in this Article shall release or discharge Unified Government from its duty or obligation under this Lease to make any payment of Basic Rent or Additional Rent which, in accordance with the terms of this Lease, becomes due and payable prior to the Closing Date, or its duty and obligation to fully perform and observe all covenants and conditions herein stated to be performed and observed by Unified Government prior to the Closing Date.

Section 17.3 Closing of Purchase. On the Closing Date the PBC shall deliver to the Unified Government its quit claim deed or other appropriate instrument or instruments of conveyance or assignment, properly executed and conveying its interest in the Facility to the Unified Government free and clear of all liens and encumbrances of the PBC or the Owners, and the Unified Government shall pay the full purchase price for the Facility as follows: (a) the amount specified in clause (a) of **Section 17.2** shall be deposited in the Principal and Interest Payment Account and shall be used by the PBC to pay or redeem the Bonds and the interest thereon as provided in the Bond Resolution, and (b) the amount specified in clause (b) of said **Section 17.2** shall be paid to PBC; provided, however, nothing herein shall require the PBC to deliver its said quit claim deed or other appropriate instrument or instruments of assignment or conveyance to the Unified Government until after all duties and obligations of the Unified Government under this Lease to the date of such delivery have been fully performed and satisfied. Upon the delivery to the Unified Government of the PBC's quit claim deed or other appropriate instrument or instruments of assignment or conveyance and payment of the purchase price by the Unified Government, all rights of the Unified Government under this Lease shall, *ipso facto*, terminate.

Section 17.4 Effect of Failure to Complete Purchase. If, for any reason, the purchase of the Facility by the Unified Government pursuant to valid notice of election to purchase given as aforesaid is not effected on the Closing Date, this Lease shall be and remain in full force and effect according to its terms the same as though no notice of election to purchase had been given, except that if such purchase is not effected on the Closing Date because the PBC does not have or is unable to convey to the Unified Government such title to the Facility as the Unified Government is required to accept, the PBC shall use its best efforts to cure any such defect in its title. In the event the PBC is unable to cure such defect in its title, the Unified Government shall have the right to cancel this Lease forthwith if, but only if, the principal of and interest on the Bonds and all costs incident to the redemption and payment of the Bonds have been paid in full. The Unified Government shall also have the right to exercise any legal or equitable remedies, in its own name or in the name of the PBC, to obtain its own name or in the name of the PBC, to obtain acceptable title to the Facility.

Section 17.5 Application of Condemnation Awards if Unified Government Purchases the Facility. The right of the Unified Government to exercise its option to purchase the Facility under the provisions of this Article shall remain unimpaired notwithstanding any condemnation of title to, or the use for a limited period of, all or any part of the Facility. If the Unified Government shall exercise its said option and pay the purchase price as provided in this Article, all of the condemnation awards received by the PBC after the payment of said purchase price, less all attorneys' fees and other expenses and costs incurred by the PBC in connection with such condemnation, shall belong and be paid to the Unified Government.

ARTICLE XVIII

Section 18.1 Damage and Destruction.

(a) If, during the Term, the Facility is damaged or destroyed, in whole or in part, by fire or other casualty, the Unified Government shall promptly notify the PBC in writing as to the nature and extent of such damage or loss and whether it is practicable and desirable to rebuild, repair, restore or replace such damage or loss.

(b) If the Unified Government determines that rebuilding, repairing, restoring or replacing the Facility is practicable and desirable, the Unified Government shall forthwith proceed with and complete with reasonable dispatch such rebuilding, repairing, restoring or replacing. In such case, any Net Proceeds of property and/or casualty insurance required by this Lease and received with respect to any such damage or loss to the Facility shall be deposited in the Improvement Fund and shall be used and applied for the purpose of paying the cost of such rebuilding, repairing, restoring or replacing such damage or loss. Any amount remaining in the Improvement Fund after such rebuilding, repairing, restoring or replacing shall be deposited into the Principal and Interest Payment Account and used to pay principal of the Bonds and the interest thereon as provided in the Bond Resolution.

(c) If the Unified Government determines that rebuilding, repairing, restoring or replacing the Facility is not practicable and desirable, any Net Proceeds of casualty insurance required by this Lease and received with respect to any such damage or loss to the Facility shall be paid into the Principal and Interest Payment Account. The Unified Government agrees that it shall be reasonable in exercising its judgment pursuant to this subsection (c).

(d) The Unified Government shall not, by reason of its inability to use all or any part of the Facility during any period in which the Facility is damaged or destroyed, or is being repaired, rebuilt, restored or replaced nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement or any abatement or diminution of the Basic Rent or Additional Rent payable by the Unified Government under this Lease nor of any other obligations of the Unified Government under this Lease except as expressly provided in this Section.

Section 18.2 Condemnation.

(a) If, during the Term title to, or the temporary use of, all or any part of the Facility shall be condemned by any authority exercising the power of eminent domain, the Unified Government shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation, notify the PBC in writing as to the nature and extent of such condemnation and whether it is practicable and desirable to acquire or construct facilities to substitute for the Facility, or portion thereof.

(b) If the Unified Government determines that such substitution is practicable and desirable, the Unified Government shall forthwith proceed with and complete with reasonable dispatch the acquisition or construction of such substitute facilities. In such case, any Net Proceeds received from any award or awards with respect to the Facility or any part thereof made in such condemnation or eminent domain proceeds shall be deposited in the Improvement Fund and shall be used and applied for the purpose of paying the cost of such substitution. Any amount remaining in the Improvement Fund after such acquisition or construction shall be deposited into the Principal and Interest Payment Account and used to pay or redeem the Bonds and the interest thereon as provided in the Bond Resolution.

(c) If the Unified Government determines that it is not practicable and desirable to acquire or construct substitute facilities, any Net Proceeds of condemnation awards received by the Unified

Government shall be paid into the Principal and Interest Payment Account. The Unified Government agrees that it shall be reasonable in exercising its judgment pursuant to this subsection (c).

(d) The Unified Government shall not, by reason of its inability to use all or any part of the Facility during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement or any abatement or diminution of the Basic Rent or Additional Rent payable by the Unified Government under this Lease nor of any other obligations hereunder except as expressly provided in this Section.

(e) The PBC shall cooperate fully with the Unified Government in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Facility or any part thereof. In no event will the PBC voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Facility or any part thereof without the written consent of the Unified Government.

Section 18.3 Effect of the Unified Government's Default. Anything in this Article to the contrary notwithstanding, the PBC shall have the right at any time and from time to time to withhold payment of all or any part of the Net Proceeds from the Improvement Fund attributable to damage or destruction or condemnation of the Facility to the Unified Government or any third party if an Event of Default has occurred and is continuing, or the PBC has given notice to the Unified Government of an Event of Default which, with the passage of time, will become an Event of Default. In the event the Unified Government shall cure an Event of Default specified herein, the PBC may make payments from the Net Proceeds to the Unified Government in accordance with the provisions of this Article. However, if this Lease is terminated or the PBC otherwise re-enters and takes possession of the Facility without terminating this Lease, the PBC shall pay all the Net Proceeds held by it into the Principal and Interest Payment Account and all rights of the Unified Government in and to such Net Proceeds shall cease.

ARTICLE XIX

Section 19.1 Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the PBC may take any one or more of the following remedial actions:

(a) Give Unified Government written notice of intention to terminate this Lease on a date specified therein, which date shall not be earlier than 30 days after such notice is given and, if all Events of Default have not then been cured on the date so specified, the Unified Government's rights to possession of the Facility subject to the Base Lease shall cease, and this Lease shall thereupon be terminated, and PBC may re-enter and take possession of the Facility; or

(b) Without terminating the Term hereof, or this Lease, conduct inspections or an Environmental Assessment of the Facility, and re-enter the Facility or take possession thereof pursuant to legal proceedings or any notice provided for by law and this Lease. The PBC may refuse to re-enter or take possession of the Facility if it has reasonable cause for such refusal. "Reasonable cause" shall include the presence on the Facility of conditions which are in violation of any Environmental Law or the existence or threat of a remedial action against the Unified Government under any Environmental Law resulting from conditions on the Facility.

Having elected to re-enter or take possession of the Facility without terminating the Term or this Lease, the PBC shall use reasonable diligence to relet the Facility, or parts thereof, subject to the Base

Lease, for such term or terms and at such rental and upon such other terms and conditions as are deemed advisable, with the right to make alterations and repairs to the Facility, and no such re-entry or taking of possession of the Facility shall be construed as an election to terminate this Lease, and no such re-entry or taking of possession shall relieve the Unified Government of its obligation to pay Basic Rent or Additional Rent (at the time or times provided herein), or of any of its other obligations under this Lease, all of which shall survive such re-entry or taking of possession. The Unified Government shall continue to pay the Basic Rent and Additional Rent provided for in this Lease until the end of the Term, whether or not the Facility shall have been relet, less the net proceeds, if any, of reletting the Facility.

Having elected to re-enter or take possession of the Facility pursuant to subsection (b) above, the PBC may (subject, however, to any restrictions against termination of this Lease in the Bond Resolution or the Base Lease), by notice to the Unified Government given at any time thereafter while the Unified Government is in default in the payment of Basic Rent or Additional Rent or in the performance of any other obligation under this Lease, elect to terminate this Lease in accordance with subsection (a) above and thereafter proceed to sell its interest in the Facility subject to the Base Lease.

If, in accordance with any of the foregoing provisions of this Article, the PBC shall have the right to elect to re-enter and take possession of the Facility, PBC may enter and expel the Unified Government and those claiming through or under the Unified Government and remove the property and effects of both or either by all lawful means without being guilty of any manner of trespass and without prejudice to any remedies for arrears of Basic Rent or Additional Rent or preceding breach of covenant.

All Basic Rent recovered from the Unified Government and the net proceeds of any reletting or sale of the Facility shall be deposited in the Principal and Interest Payment Account and applied as set forth in the Bond Resolution. For purposes of this paragraph, "net proceeds" means the receipts obtained from reletting or sale after deducting all expenses incurred in connection with such reletting or sale, including without limitation, all repossession costs, brokerage commissions, legal fees and expenses, expenses of employees, alteration costs and expenses of preparation of the Facility for reletting or sale.

Section 19.2 Survival of Obligations. The Unified Government covenants and agrees with the PBC and the Owners that until the Bonds and the interest thereon and redemption premium, if any, are paid in full or provision made for the payment thereof in accordance with the Bond Resolution, its obligations under this Lease shall survive the cancellation and termination of this Lease, for any cause, and that the Unified Government shall continue to be obligated to pay Basic Rent and Additional Rent and perform all other obligations provided for in this Lease, all at the time or times provided in this Lease.

Section 19.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the PBC is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute, subject to the provisions of the Bond Resolution. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the PBC to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than notice required herein.

ARTICLE XX

Section 20.1 Performance of Unified Government's Obligations by PBC. If the Unified Government shall fail to keep or perform any of its obligations as provided in this Lease, then the PBC may (but shall not be obligated to do so) upon the continuance of such failure on the Unified Government's part for ninety (90) days after notice of such failure is given to the Unified Government by the PBC and without

waiving or releasing the Unified Government from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and the Unified Government shall reimburse the PBC for all sums so paid by the PBC and all necessary or incidental costs and expenses incurred by the PBC in performing such obligations through payment of Additional Rent. If such Additional Rent is not so paid by the Unified Government within ten (10) days of demand, the PBC shall have the same rights and remedies provided for in *Article XIX* in the case of an Event of Default by the Unified Government in the payment of Basic Rent.

ARTICLE XXI

Section 21.1 Surrender of Possession. Upon accrual of the PBC's right of re-entry as the result of an Event of Default by the Unified Government hereunder or upon the cancellation or termination of this Lease by lapse of time or otherwise (other than as a result of the Unified Government's purchase of the Facility), the Unified Government shall peacefully surrender possession of the Facility to the PBC in good condition and repair, ordinary wear and tear excepted; provided, however, the Unified Government shall have the right, prior to or within 120 days after the termination of this Lease, to remove from or about the Facility the buildings, improvements, furnishings, equipment, personal property, furniture and fixtures that are not a part of the Facility that the Unified Government owns under the provisions of this Lease. All repairs to and restorations of the Facility required to be made because of such removal shall be made by and at the sole cost and expense of the Unified Government. All buildings, improvements, furnishings, equipment, personal property, furniture and fixtures owned by the Unified Government and which are not so removed from or about the Facility prior to or within 120 days after such termination of this Lease shall become the separate and absolute property of the PBC, subject to the Base Lease.

ARTICLE XXII

Section 22.1 Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Lease shall be in writing and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via facsimile, with electronic or telephonic confirmation of receipt, or (c) communicated via electronic mail with electronic or telephonic confirmation of receipt to the Notice Representative at the Notice Address. The PBC and the Unified Government may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent. All notices given by: (1) certified or registered mail shall be deemed duly given as of the date they are so mailed; (b) facsimile or electronic mail shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the other party shall constitute a sufficient notice.

ARTICLE XXIII

Section 23.1 Net Lease. The parties hereto agree that: (a) this Lease is intended to be a net lease; (b) the payments of Basic Rent and Additional Rent are designed to provide the PBC with funds adequate in amount to pay all principal of and interest on the Bonds as the same become due and payable and to pay and discharge all of the other duties and requirements set forth herein; and (c) to the extent that the payments of Basic Rent and Additional Rent are not adequate to provide the PBC with funds sufficient for the purposes aforesaid, the Unified Government shall be obligated to pay, and it does hereby covenant

and agree to pay, upon demand therefor, as Additional Rent, such further sums of money as may from time to time be required for such purposes.

ARTICLE XXIV

Section 24.1 Rights and Remedies. The rights and remedies reserved by the PBC and the Unified Government hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The PBC and the Unified Government shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 24.2 Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the nondefaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

Section 24.3 PBC Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the PBC shall, may or must give its approval or consent, or execute supplemental agreements, exhibits or schedules, the PBC shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements, exhibits or schedules.

Section 24.4 Failure to Comply with Continuing Disclosure Requirements. In the event the Unified Government fails to comply in a timely manner with its covenants contained in **Section 1.5** hereof, the PBC shall provide written notice to the Unified Government of such noncompliance. In the event that the Unified Government does not remedy such noncompliance within 10 days of distribution of such notice, the PBC may in its discretion, without notice of demand, proceed to protect and enforce compliance by a suit or suits in equity or at law for the specific performance of such covenant or agreement contained in **Section 1.5** of this Lease or for the enforcement of any other appropriate legal or equitable remedy, as the PBC shall deem effectual to protect and enforce any of the duties of the Unified Government under such **Section 1.5**.

ARTICLE XXV

Section 25.1 Financial Report. So long as any Bonds are Outstanding and unpaid and subject to the terms of the Bond Resolution, the Unified Government shall furnish or cause to be furnished to the PBC, upon request, as soon as practicable after the end of each fiscal year, duplicate copies of the Consolidated Annual Financial Report ("CAFR") of the Unified Government. Such CAFR shall set forth in comparative form the figures for the previous fiscal year and such CAFR shall be prepared in accordance with generally accepted accounting principles consistently applied (except for any change in accounting principles with which the preparing certified public accountants concur) and the examination of such accountants in connection with such financial statements shall be made in accordance with generally accepted auditing standards, and accordingly include such tests of the accounting records and such other auditing procedures as considered necessary in the circumstances.

ARTICLE XXVI

Section 26.1 Funds Held by PBC After Payment of Bonds. If, after the principal of and interest on the Bonds and all costs incident to the payment of Bonds have been paid in full, the PBC holds unexpended funds received in accordance with the terms hereof, such unexpended funds shall, except as otherwise provided in this Lease and the Bond Resolution and after payment therefrom to the PBC of any sums of money then due and owing by the Unified Government under the terms of this Lease, be the absolute property of and be paid over to the Unified Government.

ARTICLE XXVII

Section 27.1 Amendments. This Lease may be amended, changed or modified in the following manner:

(a) With respect to an amendment, change or modification which reduces the Basic Rent or Additional Rent, or any amendment which reduces the percentage of Owners whose consent is required for any such amendment, change or modification, by an agreement in writing executed by the PBC and the Unified Government and consented to in writing by the Owners of 100% of the aggregate principal amount of the Bonds then Outstanding; and

(b) With respect to any other amendment, change or modification which will materially adversely affect the security or rights of the Owners, by an agreement in writing executed by the PBC and the Unified Government and consented to in writing by the Owners of at least a majority of the aggregate principal amount of the Bonds then Outstanding; provided that a modification to *Schedule I* hereto to conform to actual legal descriptions of the components of the Land may be accomplished with an addendum executed by the PBC and the Unified Government without the consent of the Owners.

(c) With respect to all other amendments, changes, or modifications, by an agreement in writing executed by the PBC and the Unified Government.

It shall not be necessary for the required percentage of Owners of Bonds under this Section to approve the particular form of any proposed amendment, change or modification of this Lease, but it shall be sufficient if such act shall approve the substance thereof.

Section 27.2 Granting of Easements. If no Event of Default under this Lease shall have happened and be continuing, the Unified Government may, at any time or times, (a) grant easements, licenses and other rights or privileges in the nature of easements with respect to any property included in the Facility, free from any rights of the PBC or the Owners, or (b) release existing easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Unified Government shall determine, and the PBC agrees, to the extent that it may legally do so, that it will execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the PBC of: (i) a copy of the instrument of grant or release or of the agreement or other arrangement, (ii) a written application signed by the Authorized Unified Government Representative requesting such instrument, and (iii) a certificate executed by the Authorized Unified Government Representative stating (A) that such grant or release is not detrimental to the proper conduct of the business of the Unified Government, and (B) that such grant or release will not impair the effective use or interfere with the efficient and economical operation of the Facility and will not materially adversely affect the security of the Owners. If the instrument of grant shall so provide, any such easement or right and the rights of such other parties thereunder shall be superior to the rights of the PBC and the Owners and shall not be affected by any termination of this Lease or default on the part of the Unified Government

hereunder. If no Event of Default shall have happened and be continuing, any payments or other consideration received by the Unified Government for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Unified Government, but, in the event of the termination of this Lease because of an Event of Default of the Unified Government, all rights then existing of the Unified Government with respect to or under such grant shall inure to the benefit of and be exercisable by the PBC.

Section 27.3 Security Interests. PBC and Unified Government agree to execute and deliver all instruments (including financing statements and continuation statements) necessary for perfection of and continuation of the security interest of the PBC in and to the Facility. The PBC is authorized by the Unified Government to file or cause to be filed all such original instruments and shall continue or cause to be continued the liens of such instruments for so long as the Bonds shall be Outstanding.

Section 27.4 Construction and Enforcement. This Lease shall be construed and enforced in accordance with the laws of the State. The provisions of this Lease shall be applied and interpreted in accordance with the rules of interpretation set forth in the Bond Resolution. Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

Section 27.5 Invalidity of Provisions of Lease. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

Section 27.6 Covenants Binding on Successors and Assigns. The covenants, agreements and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 27.7 Execution of Counterparts. This Lease may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 27.8 Electronic Transactions. This Lease and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

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IN WITNESS WHEREOF, the parties hereto have caused this Lease to be signed and delivered by duly authorized officials as of the day and year first above written.

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

(Seal)

ATTEST:

Mayor/CEO

Unified Government Clerk

APPROVED AS TO FORM ONLY:

Chief Counsel

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

This instrument was acknowledged before me on _____, 2020, by David Alvey, Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas, a political subdivision duly organized and existing under the constitution and laws of the state of Kansas.

(Seal)

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be signed and delivered by duly authorized officials as of the day and year first above written.

**PUBLIC BUILDING COMMISSION OF
THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY,
KANSAS**

(Seal)

By: _____
President

ATTEST:

Secretary

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

This instrument was acknowledged before me on _____, 2020, by David Alvey, President of the Public Building Commission of Wyandotte County/Kansas City, Kansas, a municipal corporation organized under the laws of the State of Kansas.

(Seal)

Notary Public

My Commission Expires: _____

APPENDIX A

FORM OF CERTIFICATE FOR PAYMENT OF IMPROVEMENT COSTS

**PUBLIC BUILDING COMMISSION OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS
IMPROVEMENT FUND
(HEALTH DEPARTMENT BUILDING)**

No. _____

To: Public Building Commission of the Unified Government of Wyandotte County/Kansas City, Kansas

Authorization is hereby given by the undersigned, the Authorized Unified Government Representative, acting on behalf of the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government") to disburse funds held in the above mentioned Improvement Fund for the purposes and in the amounts set forth in the Payment Schedules attached hereto and incorporated herein by reference (the "Payment Schedules").

I hereby certify that the amounts requested in the attached Payment Schedules have either been advanced by the Unified Government or are justly due to contractors, subcontractors, suppliers, vendors, materialmen, engineers, architects or other persons named in the Payment Schedules who have performed necessary and appropriate work in connection with any installation of furnishings, equipment or personal property, or have furnished necessary and appropriate materials in the construction or acquisition of land, buildings and improvements constituting a part of the Facility. I further certify that the fair value of such work or materials, furnishings and equipment, is not exceeded by the amount requested, and such cost is one which may be capitalized for federal income tax purposes.

I further certify that, except for the amounts set forth in the Payment Schedules, there are no outstanding indebtednesses which are now due and payable for labor, wages, materials, supplies or services in connection with the construction of said buildings and improvements or the purchase and/or installation of furnishings, equipment and personal property which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's or materialmen's statutory or other similar lien upon the Facility or any part thereof.

I further certify that no part of the amounts set forth in the Payment Schedules have been the basis for any previous withdrawal of any moneys from the said Improvement Fund.

I further certify that each of the representations and covenants on the part of the Unified Government contained in the Lease dated as of March 1, 2020 by and between the Public Building Commission of Wyandotte County/Kansas City, Kansas, as PBC, and the Unified Government were, on the date of said Lease, and on the date hereof, true and correct in all respects and are being complied with in every respect.

I further certify that the amounts set forth in the Payment Schedules constitute Improvement Costs, as said term is defined in the Lease, and that all insurance policies which are required to be in force as a condition precedent to disbursement of funds from the Improvement Fund pursuant to the provisions of Section 6.1 of the Lease are in full force and effect.

EXECUTED: _____.

Authorized Unified Government Representative

EXHIBIT A-1 - Payment Order No. _____

**PAYMENT SCHEDULE
FOR BUILDINGS AND IMPROVEMENTS**

I hereby request payment of the amounts specified below to the payees whose names and addresses are stated below, and I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete:

PAYMENT SCHEDULE

Payee Name	Payee Address	Purpose of Nature of Payment	Amount
-------------------	----------------------	-------------------------------------	---------------

Initials

EXHIBIT A-2 - Payment Order No. _____

PAYMENT SCHEDULE
FOR FURNISHINGS AND EQUIPMENT

I hereby request payment of the amounts specified below to the payees whose names and addresses are stated below, and I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete:

PAYMENT SCHEDULE

Payee's Name	Description of Equipment	Amount
	(include name and address of manufacturer, descriptive name, technical description, capacity, serial number or model number as appropriate)	

Initials

APPENDIX B

FORM OF CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

The undersigned, being the Authorized Unified Government Representative for the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government"), as Unified Government under a certain Lease dated as of March 1, 2020 between the Public Building Commission of the Unified Government of Wyandotte County/Kansas City, Kansas, (the "PBC") and the Unified Government, and as beneficiary of the PBC's Public Building Commission Revenue Bonds, Series 2020-C issued pursuant to Resolution No. [] adopted February 27, 2020 (the "Bond Resolution"), hereby certifies:

1. The Facility (as defined in the Bond Resolution) and all improvements constituting a part thereof have been acquired and completed in accordance with the plans and specifications prepared at the Unified Government's direction.
2. The Facility and Improvements constituting a part thereof have been completed in a good and workmanlike manner.
3. There are no mechanic's, materialmen's liens or other statutory liens on file encumbering title to the Facility; all bills for labor and materials furnished for the Facility and improvements constituting a part thereof which could form the basis of a mechanic's, materialmen's or other statutory lien against the Facility have been paid in full, and within the past four months no such labor or materials have been furnished which have not been paid for.
4. All Improvements constituting part of the Facility are located or installed on the Facility.
5. All material provisions of applicable building codes have been complied with and, if applicable, a certificate of occupancy has been issued with respect to the Facility.
6. All moneys remaining in the Improvement Fund being held by the PBC should be transferred to the Principal and Interest Payment Fund being held by the PBC under the Resolution, to be applied as provided therein.

IN WITNESS WHEREOF, the undersigned Authorized Unified Government Representative has signed this Certificate, and states, under penalty of perjury, that the statements of fact made in this Certificate are true and correct.

Authorized Unified Government Representative

STATE OF KANSAS)
) SS:
COUNTY OF WYANDOTTE)

Subscribed and sworn to or affirmed before me, a notary public, on _____, _____.

Notary Public

My Appointment Expires: _____

SCHEDULE I

LEGAL DESCRIPTION

(forthcoming)



Staff Request for Commission Action

Tracking No. 201113

Full Commission Meeting Date: 2/27/20

Committee: Neighborhood & Community Development

Date of Standing Committee Action: 2/10/20

(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>
2/21/2020	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 - Transfers from Land Bank (6)

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 BOT - Transfers from Land Bank



Wyandotte County Land Bank
Economic Development Department
Chris Slaughter, Manager

701 North 7th St., 4th Floor
Kansas City, Kansas 66101

Phone: (913) 573-8977
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, Land Bank Manager
DATE: January 30, 2020
SUBJECT: Transfers from the Land Bank for consideration

The following transfer(s) from the Land Bank were presented at the February 10, 2020 Neighborhood & Community Development Standing Committee meeting:

- 4533 Orville Ave – Unified Government
- 4533 R Orville Ave – Unified Government

These two properties are being transferred in relation to the Scavuzzo's Foodie Park Project.

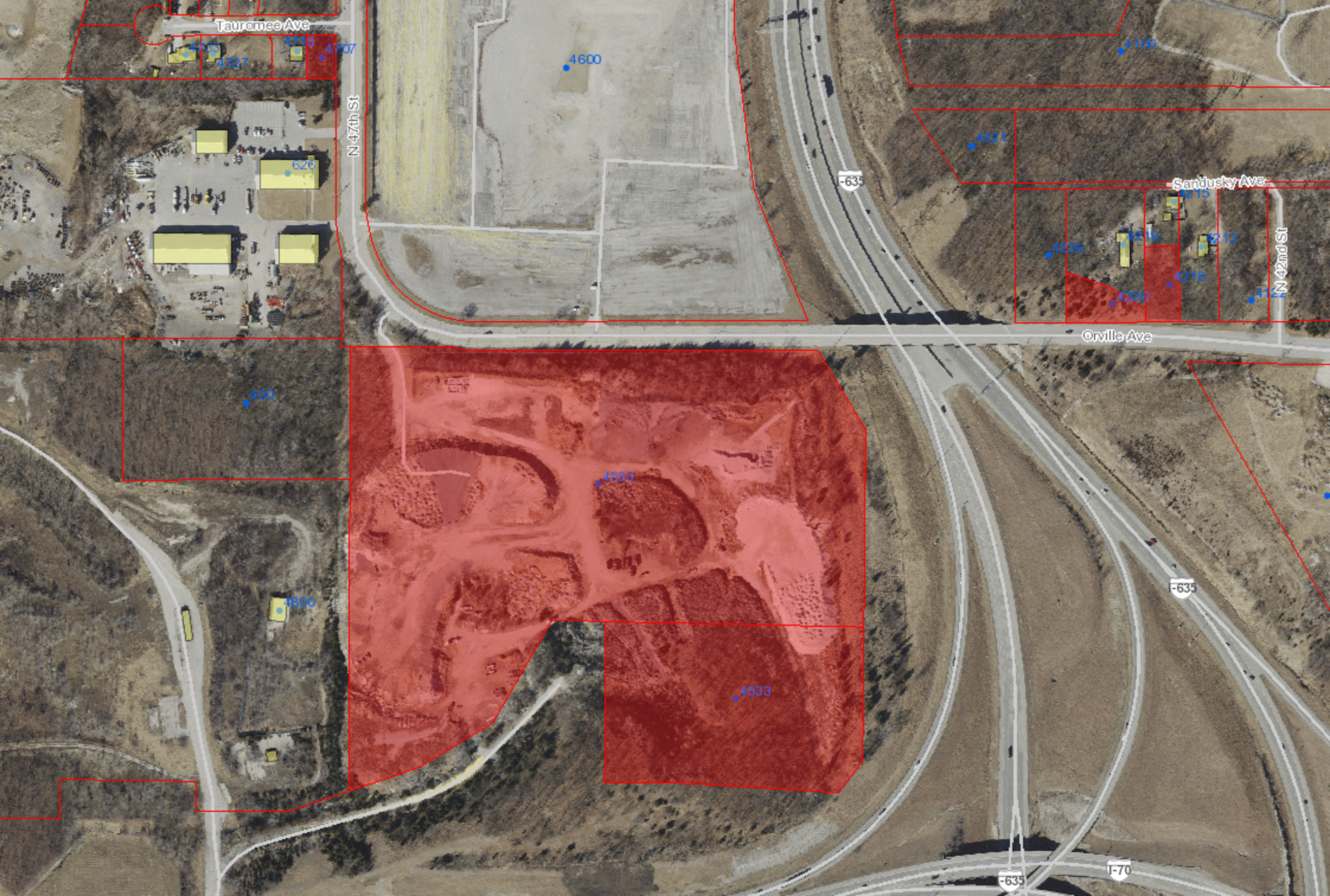
- 1305 Sandusky Ave – CHWC
- 648 Ohio Ave – CHWC
- 1300 Armstrong Ave – CHWC
- 1107 Grandview Ave – CHWC

CHWC will be building single family houses on these lots (2 houses on 1107 Grandview) ranging from 1200 to 1500 sqft. These houses will be 2 to 3 bedrooms and 2 baths, all will have basements.

Enclosed are maps identifying the properties.

The Neighborhood & Community Development Standing Committee voted to Approve 5 – 0.

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Staff Request for Commission Action

Tracking No. 201114

Full Commission Meeting Date: 2/27/20

Committee: Neighborhood & Community Development

Date of Standing Committee Action: 2/10/20

(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>
2/21/2020	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 - 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:

Memo to BOT - Donations to Land Bank



Wyandotte County Land Bank
Economic Development Department
Chris Slaughter, Manager

701 North 7th St., 4th Floor
Kansas City, Kansas 66101

Phone: (913) 573-8977
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, Land Bank Manager
DATE: February 18, 2020
SUBJECT: Donations to the Land Bank for consideration

The following application(s) were presented at the February 10, 2020 Neighborhood & Community Development Standing Committee meeting:

- 2532 N 51st St

This request is based on the property being land locked and the owner does not want to pay the taxes; the property only owes its 2019 taxes.

The LAM team met to discuss and approved this request be brought to the Committee.

The Neighborhood & Community Development Standing Committee voted to Approve 5 – 0.

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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: ROGER E. WALLACE
Mailing address: 4500 N. 107TH ST.
City: KANSAS CITY State: KS Zip: 66109
Daytime Phone #: 913-721-2444 Alternate Phone #: _____
Email address: _____

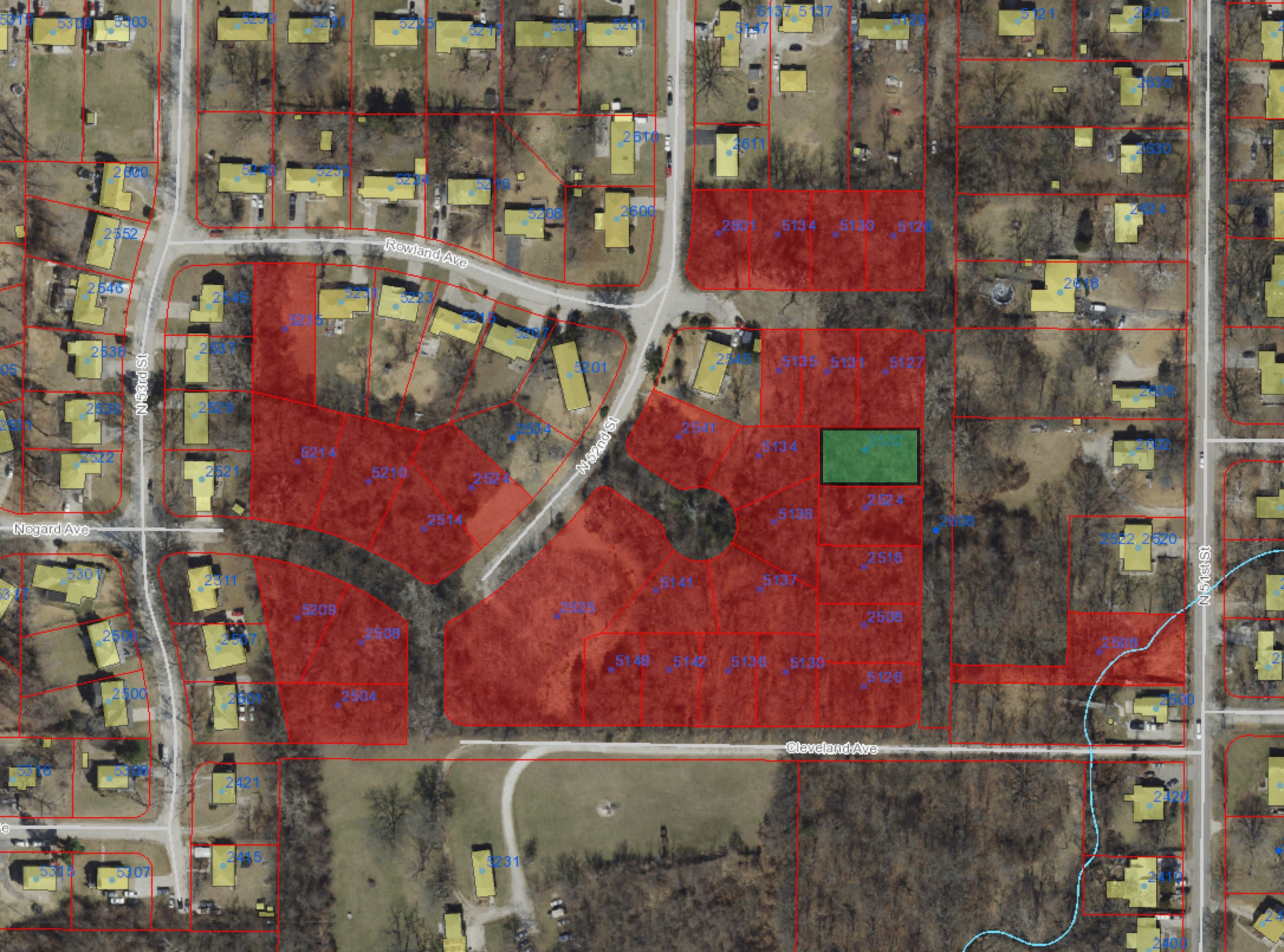
DONATED PROPERTY INFORMATION
Property address: 2532 N. 51ST TERRACE Parcel ID#: 039747
~~Structure~~ or vacant lot: VACANT LAND LOCKED LOT
Why are you requesting to donate your property? _____
NO ACCESS TO PROPERTY + HIGH TAXES

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: Roger E. Wallace Date: 12/2/2019

Please return to:
Wyandotte County Land Bank
701 N 7th St, Suite 421
Kansas City, KS 66101





OWNERSHIP AND ENCUMBRANCE REPORT

Address of Property:

2532 North 51st Terrace Kansas City, Kansas 66104

The record owner as obtained from the Office of the Register of Deeds of Wyandotte County, Kansas, or the office of the Clerk of the District Court of said County and State of the property hereinafter described, are as follows:

Roger E. Wallace and Ruth Ann Wallace

Legal Description of the property herein described is:

Lot 54, in the RESURVEY OF WELBORN PARK, an addition in Kansas City, Wyandotte County, Kansas.

There are no Mortgages or Assignments of the same appearing of record in the Office of said Register of Deeds affecting the above-described property, which was recorded within the last 20 years prior to the date hereof, except the following:

None

There are no financing Statements of Security Agreements appearing of record in the office of said Register of Deeds affecting the above-described property, which was recorded within the last 5 years prior to the date hereof, except the following:

None

There are no Judgment, Attorney Fees, Court Costs, State Tax Liens, Mechanics' Liens, Transcript Judgments, Bankruptcies or pending suits in the office of the Clerk of the District Court of said County, State and of Federal Court of the above named grantees, except the following:

None

(Continued)

Page 2 of Ownership and Encumbrance Report

There are no Federal Tax Liens filed in the office of said Register of Deeds against the above named grantees, except the following:

None

There are no proceedings of record in the office of the Probate Court of said County and State pertaining to the above named grantees, except the following:

None

Real Estate Taxes for the year 2018 and all prior years are paid in full as shown in the office of the County Treasurer of said County and State.

GENERAL TAXES (INCLUDING INTEREST AND PENALTIES) FOR THE FOLLOWING YEARS ARE DUE AND PAYABLE:

2019-\$71.02

NO SPECIAL ASSESSMENTS ARE NOW DUE AND PAYABLE.

NAME ID #WALL00051 10

PARCEL #039747

DISCLAIMER:

Since no search has been made to obtain the validity of the above-mentioned conveyance, this report cannot be relied upon to a guarantee ownership.

This report is dated this 30th day of December, 2019.

By: _____
Lori Flack



PHOTO NOT AVAILABLE

PARCEL INFORMATION

Parcel: 039747
KUPN: 027350400102700001
Status:
Tax Unit: 10
Volume: 25
TD: 1A
Book: 7B
Reference: 3927-0054
Map: 178
Map Section: B35

PROPERTY DESCRIPTION

Property Address: 2532 N 51ST TER KANSAS CITY KS 66104

Subdivision: WELBORN PARK RES

Assessed With Parcel:

Assessed Here Parcel:

Sec-Twp-Range: 00-00-00

Description: L54

Book Page: 2770-0053

Frontage: 75.00	Left: 125.00	Right: 125.00	Rear: 75.00
Deeded Acres:	Mapped Acres: 0.230	Mapped SQFT: 10037.983	

NAME & ADDRESS

Owner Name: WALLACE, ROGER E
 WALLACE, RUTH ANN

Mailing Address: 4500 N 107TH ST KANSAS CITY KS 66109

Lender:

APPRAISAL SUMMARY *VALUES UNDER APPEAL ARE SUBJECT TO CHANGE*

YEAR	APPRAISED TOTAL	ASSESSED TOTAL
2019	\$3,530	\$424
2018	\$510	\$61
2017	\$510	\$61
2016	\$510	\$61
2015	\$520	\$62
2014	\$430	\$52
2013	\$410	\$49
2012	\$600	\$72
2011	\$600	\$72

2010	\$790	\$95
2009	\$800	\$96
2008	\$800	\$96
2007	\$800	\$96
2006	\$800	\$96
2005	\$700	\$84
2004	\$700	\$84
2003	\$700	\$84

TAX ROLL

TAX YEAR	TD RATE	GENERAL TAXES	SPECIAL TAXES	FEES DUE	TOTAL DUE
2019	167.470438	\$71.02	\$0.00	\$0.03	\$71.05
2018	166.699688	\$10.18	\$0.00	\$0.00	\$0.00
2017	168.192888	\$10.26	\$0.00	\$0.00	\$0.00
2016	169.818000	\$10.36	\$0.00	\$0.00	\$0.00
2015	171.818000	\$10.66	\$0.00	\$0.00	\$0.00
2014	167.645000	\$8.72	\$0.00	\$0.00	\$0.00
2013	178.750373	\$8.76	\$0.00	\$0.00	\$0.00
2012	175.344670	\$12.62	\$0.00	\$0.00	\$0.00
2011	174.960000	\$12.60	\$0.00	\$0.00	\$0.00
2010	167.745000	\$15.94	\$0.00	\$0.00	\$0.00
2009	164.663000	\$15.82	\$0.00	\$0.00	\$0.00
2008	152.702000	\$14.66	\$0.00	\$0.00	\$0.00
2007	155.599000	\$14.94	\$0.00	\$0.00	\$0.00
2006	158.510000	\$15.22	\$0.00	\$0.00	\$0.00
2005	159.221000	\$13.37	\$0.00	\$0.00	\$0.00
2004	158.911000	\$13.35	\$0.00	\$0.00	\$0.00
2003	158.343000	\$13.30	\$0.00	\$0.00	\$0.00
			TOTAL:	\$0.03	\$71.05

LOCATION

Census Tract: 44400
Census Block: 3004
School District: 500
City/Ward/Precinct: 1-13-3

POLITICAL DISTRICTS

UG District: 8
At Large District: 1
Drainage District:
BPU:
Congressional: 3
Representative: 35
Senatorial: 4
Polling Place Address: 5010 PARALLEL PKWY
- KANSAS CITY, KS
66104-3142

APPRAISER INFORMATION

Class: V
Use: Residential highest and best use
Style:
ExtWall:
Roofing:
Basement:
Foundation:
HVAC:
Rooms:
Bedrooms:
Full Baths:
Half Baths:
Total Fixtures:
Living Area:
Built:
Phys. Condition:
Land Size: 10019

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