

**UPDATE
DECEMBER 2, 2021 UNIFIED GOVERNMENT BOARD OF
COMMISSIONERS MEETING
ORDER OF BUSINESS
MEETING TO CONVENE AT 7:00 PM**

You are invited to a Zoom webinar.

When: Dec 2, 2021 07:00 PM Central Time (US and Canada)

Topic: Full Commission Meeting P/Z

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/83902529203?pwd=b2k2c0MrQU90aWk0L2pQL3ZJbTRSQT09>

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I. CALL TO ORDER

II. ROLL CALL

**III. INVOCATION GIVEN BY COMMISSIONER HAROLD JOHNSON, FAITH
DELIVERANCE CHURCH OF GOD IN CHRIST**

IV. PLEDGE OF ALLEGIANCE

V. REVISIONS TO THURSDAY, DECEMBER 2, 2021 AGENDA

New Administrator's Agenda Items:

No. 6 – 211231...A resolution authorizing the County Administrator to sign the negotiated 2022-2024 Laborers' Local No. 1290 labor agreement

No. 7 – 211232...A resolution authorizing the County Administrator to sign the negotiated 2022-2024 Carpenters' labor agreement

No. 8 – 211232...A resolution authorizing the County Administrator to sign the negotiated 2022-2024 SEIU, Local #1, labor agreement

VI. MAYOR'S AGENDA

VII. CLERK'S STATEMENT

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

VIII. PLANNING AND ZONING CONSENT AGENDA

IX. PLANNING AND ZONING NON-CONSENT AGENDA

PLANNING & ZONING DECEMBER 2, 2021
AND REGULAR SESSION

- 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' AGENDA
- XVI. PUBLIC ANNOUNCEMENTS
- XVII. ADJOURN

VI. MAYOR'S AGENDA

1. **PROCLAMATION: JOHN "TINY" MCTAGGART**

Synopsis: Proclamation recognizing John “Tiny” McTaggart’s 30+ years of public service, community leadership, and civic involvement with the city of Edwardsville, KS, Wyandotte County, KS, the metropolitan region and the state of Kansas.”

Tracking #: 211228

2. **RESOLUTION: STATE OF LOCAL HEALTH EMERGENCY FOR THE COVID-19 PANDEMIC**

Synopsis: A resolution extending the state of local health emergency for the COVID-19 pandemic for the County of Wyandotte, Kansas through April 1, 2022, submitted by Jeff Conway, Assistant Counsel. Action maintains our local ability to apply for federal assistance for efforts we continue to make to prevent the spread of the virus and to improve our community health.

Tracking #: 211225

PLANNING AGENDA

VIII. PLANNING AND ZONING CONSENT AGENDA

A. CHANGE OF ZONE APPLICATIONS

1. **#3241 - DANA BLAY WITH DBL ARCHITECTURE, INC.**

Synopsis: Change of Zone from CP-1 Planned Limited Business District to CP-2 Planned General Business District to add a fuel island for a fueling station/convenience store rebuild at 4732 State Avenue, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design, 573-5751. **(RECOMMENDED FOR APPROVAL)**

Tracking #: 211195

2. **COZ2021-028 - ANDREA WEISHAUBT WITH ATLAS SURVEYORS**

Synopsis: Change of Zone from AG Agriculture (WYCO) District to R-1 Single Family District to create one (1) single-family residential lot at 13310 Leavenworth Road, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design, 573-5751. **(RECOMMENDED FOR APPROVAL)**

Tracking #: 211196

3. **COZ2021-033 - MICHAEL BERENBOM WITH HUDSON APARTMENTS LLC**

Synopsis: Change of Zone from RP-5 Planned Apartment District to RP-6 Planned High-Rise Apartment District for a new 228-unit apartment building at 3600 Rainbow Boulevard, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design, 573-5751. **(RECOMMENDED FOR APPROVAL)**

Tracking #: 211200

4. **COZ2021-035 - MARICELA ZAMORA**

Synopsis: Change of Zone from R-1 Single Family District to A-G Agriculture District to build accessory structures and farming activity at 449 North 86th Street, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design, 573-5751. **(RECOMMENDED FOR APPROVAL)**

Tracking #: 211201

5. **COZ2021-036 - DOUGLAS STRAND**

Synopsis: Change of Zone from C-O Non-Retail Business District to R-2 Two Family District for a single-family residence at 2211 North 13th Street, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design, 573-5751. **(RECOMMENDED FOR APPROVAL TO RP-2 PLANNED TWO FAMILY DISTRICT)**

Tracking #: 211202

6. **COZ2021-042 - RACHEL BICHARA WITH GOOD NEWS RENTALS LLC**

Synopsis: Change of Zone from R-1(B) Single Family District to R-2(B) Two Family District to bring existing non-conforming duplex into compliance at 731 Tenny Avenue, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design, 573-5751. **(RECOMMENDED FOR APPROVAL)**

Tracking #: 211203

B. SPECIAL USE PERMIT APPLICATION

1. **SP2021-046 - MAYRA HERNANDEZ**

Synopsis: Special Use Permit for two (2) horses on residential property at 1315 North 86th Street, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design, 573-5751. **(RECOMMENDED FOR APPROVAL FOR 2 YEARS)**

Tracking #: 211204

C. MISCELLANEOUS - ORDINANCES (The following ordinances formalize previous Commission approval.)

1. **AN ORDINANCE** rezoning property at 626 North 47th Street (COZ2021-013) from MP-1 Planned Light Industrial and Industrial Park, CP-1 Planned Limited Business and R-1 Single Family Districts to MP-2 Planned General Industrial District, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design, 573-5751. **(RECOMMENDED FOR APPROVAL)**
Tracking #: 211210
2. **AN ORDINANCE** rezoning property at 2948 South 65th Street (COZ2021-009), from R-1 Single Family District to A-G Agriculture District, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design, 573-5751. **(RECOMMENDED FOR APPROVAL)**
Tracking #: 211211
3. **AN ORDINANCE** rezoning property at 3726 North 47th Terrace (COZ2021-012) from R-1 Single Family District to A-G Agriculture District, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design, 573-5751. **(RECOMMENDED FOR APPROVAL)**
Tracking #: 211212
4. **AN ORDINANCE** rezoning property at 2332 South 14th Street, from R-1(B) Single Family District to CP-O Planned Nonretail Business District, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design, 573-5751. **(RECOMMENDED FOR APPROVAL)**
Tracking #: 211213
5. **AN ORDINANCE** rezoning property at 1625 South 86th Street from MP-1 Planned Light Industrial and Industrial Park and A-G Agriculture Districts to MP-3 Planned Heavy Industrial District, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design, 573-5751. **(RECOMMENDED FOR APPROVAL)**
Tracking #: 211214
6. **AN ORDINANCE** rezoning property at 218 North 12th Street (COZ2021-031) from R-1(B) Single Family District to R-2(B) Two Family District, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design, 573-5751. **(RECOMMENDED FOR APPROVAL)**
Tracking #: 211215
7. **AN ORDINANCE** authorizing a Special Use Permit (SP2021-062) for live entertainment in a drinking establishment/neighborhood bar at 614 Reynolds Avenue, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design, 573-5751. **(RECOMMENDED FOR APPROVAL)**

Tracking #: 211216

8. **AN ORDINANCE** authorizing a Special Use Permit (SP2021-065) for a Short-Term Rental at 4138 Lloyd Avenue, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design, 573-5751. **(RECOMMENDED FOR APPROVAL)**

Tracking #: 211217

9. **AN ORDINANCE** authorizing a Home Occupation Special Use Permit (SP2021-066) to operate a dog day care and boarding facility at 4001 North 74th Street, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design, 573-5751.

(RECOMMENDED FOR APPROVAL)

Tracking #: 211218

10. **AN ORDINANCE** authorizing a Special Use Permit (SP2021-067) to operate a skate park and skate school at 230 South 65th Street, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design, 573-5751. **(RECOMMENDED FOR APPROVAL)**

Tracking #: 211219

IX. PLANNING AND ZONING NON-CONSENT AGENDA

A. LANDMARKS ORDINANCE AMENDMENT

1. **MPL2021-026 - GUNNAR HAND WITH PLANNING AND URBAN DESIGN**

Synopsis: Consideration of amendments to the Kansas City, Kansas Landmarks Ordinance, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design, 573-5751. **(RECOMMENDED FOR APPROVAL)**

Tracking #: 211206

B. CERTIFICATE OF APPROPRIATENESS APPLICATION

1. **CA2021-019 – DR. GREG MOSIER WITH KANSAS CITY, KANSAS COMMUNITY COLLEGE (KCKCC)**

Synopsis: Certificate of Appropriateness for demolition of the Seventh Street Methodist Episcopal Church South Historic Landmark for the construction of the downtown campus of the Kansas City, Kansas Community College (KCKCC), located at 1101 North 7th Street Trafficway, listed as a Kansas City, Kansas Landmark (8/8/1986), and within the Huron Place Historic District environs, a Kansas City, Kansas Historic District (9/1/1983) and within the Huron Indian Cemetery (Wyandot National Burying Ground) Historic Landmark environs, listed in the Huron Place Historic District, a Kansas City, Kansas Historic Landmark District, Register of Historic Kansas Places (7/1/1977) and National Register of Historic Place (9/3/1971), submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design, 573-5751. **(RECOMMENDED FOR APPROVAL BY THE KANSAS CITY, KANSAS LANDMARKS COMMISSION - 8/1 VOTE)**

TAX STATUS REPORT
BOARD OF COMMISSIONERS AGENDA FOR DECEMBER 2, 2021

None of the properties included in applications to be considered on the Planning & Zoning agenda have delinquent taxes prior to 2020.

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

REGULAR AGENDA

X. REGULAR CONSENT AGENDA

Item No. 1. - RESOLUTION: EMERGENCY COMMUNICATIONS SERVICES

Synopsis: A resolution authorizing the Cooperative Agreement between Bonner Springs, Edwardsville, and Unified Government establishing the Unified Government communications center as the public safety answering point and creating an advisory committee in accordance with the agreement, submitted by Casey Meyer, Senior Counsel.

*On November 15, 2021, the **Public Works and Safety Standing Committee**, chaired by Commissioner Bynum, voted unanimously to approve and forward to full commission.*

Tracking #: 211160

Item No. 2. - RESOLUTION: ARMOURDALE INDUSTRIAL DISTRICT PUMP STATION

Synopsis: A resolution declaring that the Armourdale Industrial District Pump Station (CMIP 6309) Project is a necessary and valid improvement project and authorizing a survey of land for the project, submitted by James Bain, Assistant Counsel.

*On November 15, 2021, the **Public Works and Safety Standing Committee**, chaired by Commissioner Bynum, voted unanimously to approve and forward to full commission.*

Tracking #: 211162

Item No. 3. - RESOLUTION: PARTNERSHIP AND GRANT AGREEMENT FOR BANK ON PROGRAM

Synopsis: An agreement between the UG and Credit & Homeownership Empowerment Services, Inc. (CHES) to support the Bank On Program, which promotes financial stability through access to banking accounts, submitted by Patrick Waters, Deputy Chief Counsel.

*On November 15, 2021, the **Administration and Human Services Standing Committee**, chaired by Commissioner Markley, voted unanimously to approve and forward to full commission.*

Tracking #: 211147

Item No. 4. - RESOLUTION: AGREEMENT TO ASSIGN UG OPIOID CLAIMS TO KANSAS ATTORNEY GENERAL

Synopsis: A resolution approving the execution of the agreement to release and assign the Unified Government's Opioid litigation claims to the Kansas Attorney General, submitted by James Bain, Legal Counsel.

*On November 15, 2021, the **Administration and Human Services Standing Committee**, chaired by Commissioner Markley, voted unanimously to approve and forward to full commission.*

Tracking #: 211180

Item No. 5. - NOMINATION: BOARDS AND COMMISSIONS

Synopsis: Nomination for Boards & Commissions:

Chandra Ward for the Kansas City, Kansas Housing Authority, 12/2/2021-12/11/2023, submitted by Commissioner Markley

Tracking #: 211169

Item No. 6. - MINUTES

Synopsis: Minutes from regular session of October 14, 2021; and special session of October 28, 2021.

Tracking #: MINUTES

Item No. 7. - WEEKLY BUSINESS MATERIAL

Synopsis: Weekly business material dated November 18, 2021.

Tracking #: WEEKLY BUSINESS MATERIAL

XI. PUBLIC HEARING AGENDA

1. PUBLIC HEARING/RESOLUTION: HUDSON APARTMENTS, LLC IRBS

Synopsis: Conduct a public hearing to consider a resolution of intent to issue industrial revenue bonds not to exceed \$48,000,000 to finance the costs of acquiring, constructing, improving and equipping a commercial multifamily facility for the benefit of Hudson Apartments, LLC, located at 3600 Rainbow Blvd., submitted by Katherine Carttar, Director of Economic Development.

*This item was scheduled to appear before the **Economic Development and Finance Standing Committee**, chaired by Commissioner Burroughs, on November 29, 2021. It was requested, and approved by the Mayor, to fast track this item to the December 2, 2021 full commission meeting for a public hearing.*

Tracking #: 211192

XII. STANDING COMMITTEES' AGENDA

1. RESOLUTION: STATE REVOLVING LOAN INTENT APPROVAL

Synopsis: A resolution authorizing filing of an application with the Kansas Department of Health and Environment for a loan under the Kansas Water Pollution Control Revolving Fund Act, submitted by Jeff Fisher, Public Works Director; and Sarah Shafer, Project Engineer.

This item was scheduled to appear before the Economic Development and Finance Standing Committee, chaired by Commissioner Burroughs, on November 29, 2021. It was requested, and approved by the Mayor, to fast track this item to the December 2, 2021 full commission meeting.

Tracking #: 211190

XIII. ADMINISTRATOR'S AGENDA

1. RESOLUTION: AUTHORIZING THE COUNTY ADMINISTRATOR TO SIGN 2021-2024 PLUMBERS LOCAL UNION NO. 8 LABOR AGREEMENT

Synopsis: A resolution authorizing the County Administrator to sign the negotiated 2021-2024 Plumbers Local Union No. 8 labor agreement, submitted by Jon Khalil, Assistant Counsel.

Tracking #: 211226

2. RESOLUTION: AUTHORIZING THE COUNTY ADMINISTRATOR TO SIGN 2020-2021 AFSCME LABOR AGREEMENT

Synopsis: A resolution authorizing the County Administrator to sign the negotiated 2020-2021 AFSCME labor agreement, submitted by Susan Alig, Senior Counsel.

Tracking #: 211220

3. RESOLUTION: AUTHORIZING THE COUNTY ADMINISTRATOR TO SIGN 2022-2024 AFSCME LABOR AGREEMENT

Synopsis: A resolution authorizing the County Administrator to sign the negotiated 2022-2024 AFSCME labor agreement, submitted by Susan Alig, Senior Counsel.

Tracking #: 211221

4. RESOLUTION: AUTHORIZING THE COUNTY ADMINISTRATOR TO SIGN 2021-2024 PAINTERS DISTRICT COUNCIL NO. 3 LABOR AGREEMENT

Synopsis: A resolution authorizing the County Administrator to sign the negotiated 2021-2024 Painters District Council No. 3 International Brotherhood of Painters and Allied Trades labor agreement, submitted by John Khalil, Assistant Counsel.

Tracking #: 211222

5. ORDINANCES: STORMWATER AND POTENTIAL RATE STRUCTURES

Synopsis: Presentation on two options for stormwater and potential rate structures, submitted by Jeff Fisher, Executive Director of Public Works; and David Reno, Public Works Community Engagement Officer. Two structures have been advanced from Commission direction at the November 18, 2021 special session.

- Tiered rate structure
- Individually calculated rate structure

Tracking #: 211227

XIV. COMMISSIONERS' AGENDA

1. RESOLUTION: REVISED HOLIDAY SCHEDULE

Synopsis: Presentation regarding the addition of a holiday to the schedule of 2022 holidays with resolution for consideration, submitted by Bridgette Cobbins, Assistant County Administrator; and Jeff Conway, Assistant Counsel.

Tracking #: 211224

XV. LAND BANK BOARD OF TRUSTEES' CONSENT AGENDA

XVI. PUBLIC ANNOUNCEMENTS

XVII. ADJOURN

**AGENDA UPDATE
UNIFIED GOVERNMENT COMMISSION MEETING
THURSDAY, DECEMBER 2, 2021**

XIII. ADMINISTRATOR'S AGENDA

NEW ITEMS

**ITEM NO. 6 – 211231: RESOLUTION: AUTHORIZING THE COUNTY
ADMINISTRATOR TO SIGN 2022-2024 LABORERS' LOCAL NO.
1290 LABOR AGREEMENT**

Synopsis: A resolution authorizing the County Administrator to sign the negotiated 2022-2024 Construction and General Laborers Local No. 1290 labor agreement, submitted by John Khalil, Assistant Counsel.

**ITEM NO. 7 – 211232: RESOLUTION: AUTHORIZING THE COUNTY
ADMINISTRATOR TO SIGN 2022-2024 CARPENTERS LABOR
AGREEMENT**

Synopsis: A resolution authorizing the County Administrator to sign the negotiated 2022-2024 United Brotherhood of Carpenters and Joiners of America, Mid-America Carpenters Regional Council labor agreement, submitted by John Khalil, Assistant Counsel.

**ITEM NO. 8 – 211233: RESOLUTION: AUTHORIZING THE COUNTY
ADMINISTRATOR TO SIGN 2022-2024 SEIU, LOCAL #1, LABOR
AGREEMENT**

Synopsis: A resolution authorizing the County Administrator to sign the negotiated 2022-2024 Service Employees International Union, Local #1, labor agreement, submitted by John Khalil, Assistant Counsel.



ADMINISTRATOR'S AGENDA ITEM NO. 6

Staff Request for Commission Action

Tracking No. 211231

Full Commission Meeting Date: 12/2/21

Committee: Full Commission

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

Publication Required: No

<u>Date:</u> 12/01/2021	<u>Contact Name:</u> Jon Khalil	<u>Contact Phone:</u> x5085	<u>Contact Email:</u> mjkhilil@wycokck.org	<u>Department/Division:</u> Legal
<u>Item Description:</u> This resolution is to authorize and direct the County Administrator to execute a Memorandum of Understanding between the Unified Government of Wyandotte County/Kansas City, Kansas, and the Construction and General Laborers Local No. 1290 for the period from January 1, 2022, through December 31, 2024.				
<u>Action Requested:</u> Adopt resolution				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> 21 12 1 Local 1290 Resolution , 1290 MOU				

RESOLUTION NO. _____

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

That the County Administrator of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby authorized and directed to execute in the name of the Unified Government of Wyandotte County/Kansas City, Kansas, and the Unified Government Clerk is hereby authorized and directed to attest the signature of said County Administrator and to attach the seal of the Unified Government thereto as the voluntary act of the Unified Government to the Memorandum of Understanding between the Unified Government of Wyandotte County/Kansas City, Kansas, and the Construction and General Laborers Local No. 1290 for the period from January 1, 2022, through December 31, 2024.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
THIS ____ DAY OF _____, 2021.**

David Alvey, Mayor/CEO

ATTEST:

Unified Government Clerk

Approved as to Form:

**Misty S. Brown
Chief Counsel**

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS

AND

THE CONSTRUCTION AND GENERAL LABORERS
LOCAL NO. 1290

JANUARY 1, 2022 – DECEMBER 31, 2024

MEMORANDUM OF UNDERSTANDING

ARTICLE I – INTENT AND PURPOSE.

THIS MEMORANDUM OF UNDERSTANDING by and between the Unified Government of Wyandotte County/Kansas City, Kansas, and Laborers' Local No. 1290 of the Missouri and Kansas Laborers' District Council of the Laborers' International Union of North America, AFL-CIO, is entered into for the purpose of establishing rates and wages and specified working conditions. The Local Working Agreement or "Agreement" (Joint Agreement between Builders' Association of Missouri and the Union, marked Exhibit "A" and attached hereto) shall be recognized except as amended, deleted, modified or supplemented by the provisions of this Memorandum.

ARTICLE II – RECOGNITION.

The Unified Government of Wyandotte County/Kansas City, Kansas (hereinafter the "UG") recognizes and acknowledges the above-stated Laborers' Local 1290 District Council (hereinafter the "Union") as the exclusive bargaining representative pursuant to the Public Employee Relations Act for all persons defined by said UG as laborers and employed by the Building and Logistics Department of said Unified Government.

ARTICLE III – EMPLOYER'S RESPONSIBILITY.

Section 1. Except as specifically set out herein, nothing in this Memorandum shall be construed as divesting the Employer of any of its management rights vested by the Kansas Public Employee Relations Action or as delegating to others the authority conferred by law on the Employer, or in any way abridging or reducing such authority.

Section 2. The right to hire, promote, layoff, assign, transfer, discharge or discipline for cause and to maintain discipline and efficiency of employees is the sole responsibility of the Unified Government, except that Union members shall not be discriminated against due to their Union membership. Persons subject to this agreement shall be considered as employees of the UG and subject to all policies, orders and directives, written or oral, of the Unified Government of Wyandotte County/Kansas City, Kansas, the Commission, the UG Administrator and such other persons designated as supervisors of said employees except as modified or provided elsewhere herein. In the case of promotion, the UG agrees to recognize qualifications (including training, education, experience, ability and past performance) of the affected employee and then recognize standard seniority rules and practices. In the case of layoff, the Unified Government shall use seniority as the determining factor in selecting the employees to be laid off.

Section 3. The Unified Government may adopt additional reasonable rules and regulations and amend the Human Resources Guide and other policies, orders and directives from time to time, and the Unified Government and the Union will agree that any such changes, additions or amendments not in conflict with this Memorandum of Understanding shall be in full force and effect. Disputes concerning the applications or interpretation of any changes, additions or amendments as provided in this section may be submitted by the Union to arbitration as

provided hereunder. To the extent practical, the Unified Government will give prior notification of such rules and regulations to the Union.

Section 4. This Memorandum shall be construed as requiring the employees to follow the provisions herein in the exercise of the authority conferred upon the Unified Government by law.

ARTICLE IV. WAGES.

Section 1. The hourly rate for employees during the term of this Memorandum shall be as follows 3%-increase January 1, 2022, 3% -increase January 1, 2023, and 3%-increase January 1, 2024:

	1/1/22	1/1/23	1/1/24
Wage Rate	\$27.19	\$28.01	\$28.85

Section 2. In addition to the wage rate above, Employer will pay for the entire term of this Memorandum of Understanding one hundred percent (100%) of the fringe benefits specified in the Agreement, with the exclusion of the following: administrative account, and industry advancement. The employer shall contribute to the training fund at the rate of \$0.25/hr. The health and welfare rate shall be \$7.90 per hour. Any contributions to the health and welfare fund that exceed this rate shall be borne by the employee. The employer's obligation to make payments for the health and welfare fund is contingent upon such fund's qualification under the Affordable Care Act. Bargaining unit employees are not eligible to participate in the Unified Government's Dental and/or Vision plans.

Section 3. As wage rates and fringe benefits change under the Agreement, the craft shall obtain from the contracting association a written statement of the changes and the effective date thereof, and upon written notice sent by registered mail, to the County Administrator, Human Resources Director and the County Chief Legal Counsel, the UG will adjust the basic rates of pay and fringe benefits to conform to the changes in the Agreement provided the notice of the change is received within forty-five (45) days of the effective date of the pay and fringe benefit change. Any increases to the Health/Welfare and/or Pension plans after January 1, 2022 are to be paid out of each bargaining unit employee's wages.

Section 4. No person subject to this Memorandum shall be eligible to purchase, receive or participate in any health insurance contract, program or benefit provided to other UG employees, including all preferred provider organizations, health maintenance organizations or indemnity policies and coverage unless said person bears the cost of said insurance or coverage without any Unified Government contribution. Bargaining unit employees are not eligible to participate in the Unified Government's Dental and/or Vision plans.

Section 5. Any employee subject to the terms of this Memorandum of Understanding may not suffer a reduction in wages, but may be required to forego future increases or a portion thereof to bring a balance in equity or as part of a city-wide austerity or comprehensive cost-cutting measure.

ARTICLE V – WORKING CONDITIONS.

All working conditions including vacations, paid holidays, sick leave, jury duty, maternity leave, jury leave, discharge, discipline and all other matters constituting working conditions shall be subject to and regulated by the policies of the Unified Government as expressed in the Human Resources Guide, and amendments thereto except as may be inconsistent with the terms of this Memorandum of Understanding.

ARTICLE VI – STRIKES AND LOCKOUTS.

Section 1. There shall be no stoppage of work either by Strike or Lockout because of any dispute over matters relating to this Memorandum.

Section 2. There shall be no work stoppage in the event of any construction industry strike or problems or lockouts.

ARTICLE VII. UNION SECURITY.

Notwithstanding any provisions of the attached Agreement and specifically Article I of said agreement, to the contrary, the Union recognizes and acknowledges that the Kansas Constitution at Article 15, Section 12, and K.S.A. 75-4324 provide and guarantee an employee the right to work regardless of union membership or affiliations and the parties hereto are bound thereby. Under the provisions of said law, the Union recognizes that the Unified Government cannot require as a condition of employment that all employees of the Employer covered by the attached Agreement will be members of the Union in good standing while so employed by the UG.

ARTICLE VIII – FRINGE BENEFIT PROGRAM.

If it is held by a Court of competent jurisdiction that the UG is prohibited from entering into or becoming a party to the provided trust agreements or funds set out in the Agreement at Article VIII, then the UG's obligation to continue its commitments hereunder shall cease.

ARTICLE IX – WORKING REGULATION.

Section 1 of Article VI of the Agreement is deleted and the subjects expressed therein shall be governed by the provisions of the Human Resources Guide. Sections four (4) through thirteen (13), and seventeen (17) through twenty-one (21) are deleted, as the same are inapplicable to the Unified Government's physical plant and/or operation.

ARTICLE X – PAY DAY AND PAYROLL CHECKS.

Article VII of the Agreement is deleted. Employees subject to this Memorandum of Understanding shall be paid bi-weekly in the same manner as any other UG employee is paid bi-weekly.

ARTICLE XI – NEW EMPLOYEES.

Article IX of the Agreement was deleted. The parties agree that in the event that a current bargaining unit member is no longer employed by Employer, the contract will be reopened.

ARTICLE XII – TERM.

Article XIX of the Agreement was deleted as alternative provisions on that subject are provided in Article XVI herein.

ARTICLE XIII – ANNEX A STIPULATION.

The UG did not agree to execute the proposed Addendum 1 stipulation.

ARTICLE XIV – GRIEVANCE AND ARBITRATION PROCEDURE.

In the event of any dispute or grievance arising under the terms and provisions of this Memorandum or of any difference between the parties as to the interpretation or application of this Memorandum, it shall be processed through the grievance procedure. The parties shall make sincere and determined efforts to settle meritorious grievances and the voluntary steps of the grievance procedure and to keep the procedure free from unmeritorious grievance. A union representative may be present during any step of the grievance procedure.

Step 1. Within ten (10) days of the occurrence or events giving rises to the grievance or dispute, or within ten (10) days of when the affected employee or employees became aware of such occurrences or events, whichever is longer, the matter must be taken up between the involved employee or employees and their supervisor. First, the employee shall verbally explain to his supervisor the nature of the grievance. The supervisor must communicate his decision to the grievant verbally within five (5) days of the Step 1 meeting.

Step 2. If the grievance is not satisfactorily adjusted under Step 1, a written grievance shall be submitted to the employee's supervisor within five (5) days after the supervisor has provided his verbal decision pursuant to Step 1. Within five (5) days thereafter, the supervisor must submit a written answer to the grievance.

Step 3. If the supervisor's written answer does not resolve the matter, a written appeal shall be made to the division head within five (5) days after the Employer receives the supervisor's written report pursuant to Step 2. The division head shall attempt to resolve the matter, and shall give a written answer within five (5) days after receiving the written appeal.

Step 4. If the division head's written answer does not resolve the grievance, a written appeal shall be taken to the department head within five (5) days after receipt of the division head's written response. The department head shall attempt to resolve the matter in a meeting of the concerned parties, and shall give a written answer within five (5) days after receipt of the written appeal of the division head's decision.

Step 5. If the matter has not been resolved in Steps 1-4, it may be submitted to the County Administrator within five (5) working days after receipt of the department head's written decision. The County Administrator shall render a decision in writing within ten (10) days thereafter.

Step 6. If the County Administrator's decision is not satisfactory to the Union, or if the parties are otherwise unable to satisfactorily resolve the dispute, arbitration may be requested by the City or the Union, in the following manner:

- (a) Notice in writing of intent to arbitrate shall be delivered by the party seeking arbitration to the opposing party within fifteen (15) calendar days following the decision of Step 5.
- (b) Within fifteen (15) calendar days after the notice is delivered, the parties will mutually agree upon an arbitrator or jointly obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS), and the parties will alternately and independently strike unacceptable arbitrators from such a list with the last remaining arbitrator being selected. If the party upon whom a properly executed FMCS panel request is served fails to execute and send such request within fifteen (15) calendar days of service thereof, then the grievance shall be found in favor of the non-defaulting party.
- (c) The arbitrator shall have the authority to determine the procedural rules of arbitration, and shall have the ability to make such binding orders as are necessary to enable him to act effectively. He shall observe the rules of evidence, and his decision shall be final and binding on all parties.
- (d) Once an arbitrator has been selected by the parties, the parties shall act with all deliberate speed to schedule a hearing date for the arbitrator.
- (e) The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Memorandum.
- (f) The cost of the arbitrator shall be shared equally by the Unified Government and the Union.

ARTICLE XV – SUBCONTRACTING.

Article V of the Agreement related to subcontracting was deleted.

ARTICLE XVI – DURATON.

This Memorandum shall be in full force and effect from January 1, 2021, (effective date), to and including December 31, 2024, (expiration date), and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Memorandum is served by either party upon the other not less than thirty (30) days and not more than ninety (90) days prior to December 31, 2024, (expiration date) or January 1 of any subsequent contract year. The attached agreement shall be deemed a part of this Agreement. Except as to wages and fringe benefits, subsequent amendment or supplemental agreement between the Union and contracting association shall be deemed included herein.

When no such cancellation or termination notice is served and the parties desire to continue said Memorandum, but also desires to negotiate changes or revisions in this Memorandum, either party may serve upon the other a written notice not less than thirty (30) days and not more than ninety (90) days prior to December 31, 2024, (expiration date) or January 1 of any subsequent contract year, advising that such party desires to revise or change terms and conditions of such Memorandum.

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

EMPLOYER

UNION

THE UNIFIED GOVERNMENT
OF WYANDOTTE COUNTY/
KANSAS CITY, KANSAS

LABORERS' LOCAL #1290

By:

Douglas G. Bach
County Administrator

By:

Jeff Philgreen, Business Manager

Date:

Date:

12/1/21

By:

John M. Kelly
Building & Logistics

Date:

12/1/21

Renee Ramirez

Director of Human Resources

ATTEST:

Unified Government Clerk

Approved as to form:



Misty S. Brown, Chief Legal Counsel
Unified Government



ADMINISTRATOR'S AGENDA ITEM NO. 7

Staff Request for Commission Action

Tracking No. 211232

Full Commission Meeting Date: 12/2/21

Committee: Full Commission

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

Publication Required: No

<u>Date:</u> 12/02/2021	<u>Contact Name:</u> Jon Khalil	<u>Contact Phone:</u> x5085	<u>Contact Email:</u> mjkhilil@wycokck.org	<u>Department/Division:</u> Legal
<u>Item Description:</u> This resolution is to authorize and direct the County Administrator to execute a Memorandum of Understanding between the Unified Government of Wyandotte County/Kansas City, Kansas, and the United Brotherhood of Carpenters and Joiners of America, Mid-America Carpenters Regional Council for the period from January 1, 2022, through December 31, 2024.				
<u>Action Requested:</u> Adopt resolution				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> 21 12 01 Carpenters Resolution , 21 12 01 Carpenters signed MOU				

RESOLUTION NO. _____

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

That the County Administrator of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby authorized and directed to execute in the name of the Unified Government of Wyandotte County/Kansas City, Kansas, and the Unified Government Clerk is hereby authorized and directed to attest the signature of said County Administrator and to attach the seal of the Unified Government thereto as the voluntary act of the Unified Government to the Memorandum of Understanding between the Unified Government of Wyandotte County/Kansas City, Kansas, and the Unified Brotherhood of Carpenters and Joiners of America, Mid-America Carpenters Regional Council for the period from January 1, 2022, through December 31, 2024.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
THIS ____ DAY OF _____, 2021.**

David Alvey, Mayor/CEO

ATTEST:

Unified Government Clerk

Approved as to Form:

**Misty S. Brown
Chief Counsel**

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS

AND

UNITED BROTHERHOOD OF CARPENTERS AND
JOINERS OF AMERICA, MID-AMERICA
CARPENTERS REGIONAL COUNCIL

January 1, 2022 – December 31, 2024

MEMORANDUM OF UNDERSTANDING

ARTICLE 1 – INTENT AND PURPOSE.

This MEMORANDUM OF UNDERSTANDING by and between the Unified Government of Wyandotte County/Kansas City, Kansas and the United Brotherhood of Carpenters and Joiners of America, Mid-America Carpenters Regional Council, is entered into for the purpose of establishing rates of wages and specified working conditions. The Local Union Working Agreement or “Construction Agreement” (Joint Agreement between Builders’ Association of Missouri and the Union, effective May 1, 2013 marked Exhibit “A” and attached hereto) shall be recognized except as amended, deleted, modified or supplemented by the provisions of this Memorandum.

ARTICLE 2 – RECOGNITION.

The Unified Government of Wyandotte County/Kansas City, Kansas, (hereinafter the “U.G.”) recognizes and acknowledges the above-stated Carpenters Regional Council (hereinafter the “Union”) as the exclusive bargaining representative pursuant to the Public Employee Relations Act for all carpenters employed by the Building and Logistics Department of said Unified Government.

ARTICLE 3 – EMPLOYER’S RESPONSIBILITY.

Section 1. Except as specifically set out herein, nothing in this Memorandum shall be construed as divesting the U.G. of any of its management rights vested by the Kansas Public Employee Relations Act or as delegating to others the authority.

Section 2. The right to hire, promote, layoff, assign, transfer, discharge or discipline for cause and to maintain discipline and efficiency of employees is the sole responsibility of the U.G., except that Union members shall not be discriminated against due to their Union membership. Persons subject to this agreement shall be considered as employees of the U.G., and subject to all policies, orders and directives, written or oral, of the U.G., the Commissioners, the County Administrator and such other persons designated as supervisors of said employees except as modified or provided elsewhere herein. In the case of promotion, the U.G. agrees to recognize qualifications (including training, education, experience, ability and past performance) of the affected employee and then recognize standard seniority rules and practices. In the case of layoff, the U.G. shall use seniority as the determining factor in selecting the employees to be laid off.

Section 3. The U.G. may adopt additional reasonable rules and regulations and amend the Human Resources Guide and other policies, orders and directives from time to time, and the U.G. and the Union will agree that any such changes, additions or amendments not in conflict with this Memorandum of Understanding shall be in full force and effect. Disputes concerning the application or interpretation of any changes, additions or amendments as provided in this section may be submitted by the Union to

arbitration as provided hereunder. To the extent practical, the U.G. will give prior notification of such rules and regulations to the Union.

Section 4. This Memorandum shall be construed as requiring the employees to follow the provisions herein in the exercise of the authority conferred upon the U.G. by law.

ARTICLE 4 – FILLING OF VACANT POSITIONS.

When any permanent job vacancy exists in a bargaining unit position, the U.G. may determine within forty-five (45) days from the declaration of the vacancy by the U.G. whether such position shall be filled. If it is determined that the position is to be filled, it shall be posted within sixty (60) working days from the determination to fill it or within a reasonable time thereafter. However, even if the U.G. initially determines not to fill a position, the U.G. expressly reserves the right, at any time, to determine that such a position should be permanently filled and then posts the same for bid.

If the U.G. determines that a position is to be filled, the following procedure shall govern:

- (a) Such job vacancies shall be posted for ten (10) working days along with the information related to the qualifications required for the position and the department which the position is assigned. The affected bargaining unit local will be sent a copy of the job vacancy posting.
- (b) Applicants desiring to apply for a job vacancy may do so by being qualified and/or certified. In order for an applicant to be considered, a U.G. employment application and related application materials must be submitted to the Human Resources Department within the specified guidelines.
- (c) Such vacancies shall be awarded to the best qualified applicant considering the applicant's training, education, experience, ability, and past performance as long as such selection does not contravene any affirmative legal responsibility placed upon the U.G. and the applicant's successful completion of a drug screen and physical examination.

ARTICLE 5 – WAGES.

Section 1. During the term of this Memorandum of Understanding, the employees covered by this MOU shall receive the following wages: 3% increase January 1, 2022, 3% increase January 1, 2023, and 3% increase January 2024:

	1/1/22	1/1/23	1/1/24	
Carpenter and Lather	\$33.28	\$34.28	\$35.31	
Foreman Carpenter and Lather	\$37.31	\$38.43	\$39.58	

All wages include one dollar (\$1.00) per hour vacation benefit contribution. In addition, all wages include supplemental dues, which are calculated by dividing the U.G. straight-time wage by the Kansas City Area 1 Commercial outside journeyworker straight-time wage, and multiplying the quotient by the supplemental dues amount specified in the Kansas City Area 1 Commercial outside agreement for journeyworker carpenters.

Section 2. In addition to the wage rate above mentioned, the U.G. will pay one hundred percent (100%) of the fringe benefits specified in the Agreement.

Section 3. Fringe benefits change under the Agreement, the craft shall obtain from the contracting association a written notice sent by registered mail, to the County Administrator and the Human Resources Department, the U.G. will adjust fringe benefits to conform to the changes in the Agreement provided the notice of the change is received within forty-five (45) days of the effective date of the pay and fringe benefit change.

Section 4. The U.G. agrees that members of the carpenters craft employed as regular part-time employees shall be paid one hundred percent (100%) of the wage rate specified in this MOU and one hundred percent (100%) of the proportionate fringe benefits of the applicable carpenters craft and time for the purposes of this Memorandum part-time employees who are employed for a future specified limited period of time not to exceed ninety (90) calendar days.

Section 5. No person subject to this Memorandum shall be eligible to purchase, receive or participate in any health insurance contract, program or benefit provided to other U.G. employees, including all preferred provider organizations, health maintenance organizations or indemnity policies and coverage unless said person bears the cost of said insurance or coverage without any U.G. contribution. All such persons shall not be eligible to participate, receive or purchase any dental or vision insurance provided by the U.G.

ARTICLE 6 – WORKING CONDITIONS.

All working conditions including vacations, paid holidays, sick leave, jury duty, maternity leave, injury leave, discharge, discipline and all other matters constituting working conditions shall be subject to and regulated by the policies of the U.G. as expressed in the Human Resources Guide, and amendments thereof except as may be inconsistent with the terms of this Memorandum of Understanding.

ARTICLE 7 – STRIKES AND LOCKOUTS.

Section 1. There shall be no stoppage of work either by strike or lockout because of any dispute over matters relating to this Memorandum.

Section 2. There shall be no work stoppage in the event of any construction industry strike or problems or lockouts.

ARTICLE 8 – UNION SECURITY.

Notwithstanding any provisions of the attached Agreement and specifically Article IV of said agreement, to the contrary, the Union recognizes and acknowledges that the Kansas Constitution, Article 15, Section 12, and K.S.A. 75-4324 provide and guarantee an employee the right to work regardless of union membership or affiliation and the parties hereto are bound thereby. Under the provisions of said law, the Union recognizes that the U.G. cannot require as a condition of employment that all employees of the U.G. covered by the attached Agreement will be members of the Union in good standing while so employed by the U.G.

ARTICLE 9 – FRINGE BENEFIT PROGRAM.

If it is held by a Court of competent jurisdiction that the U.G. is prohibited from entering into or becoming a party to the provided trust agreement or funds set out in the Agreement in Article V, then the U.G.'s obligation to continue its commitment hereunder shall cease.

ARTICLE 10 – WORKING RULES.

Article XI of the Agreement was previously s deleted and the subjects expressed therein shall be governed by the provisions of the Human Resources Guide.

ARTICLE 11 – SPECIAL MILLWRIGHT WORK RULES.

Article XI of the Agreement was previously deleted.

ARTICLE 12 – PAYDAY AND PAYROLL CHECKS.

The U.G. has adopted a bi-weekly payroll system. Represented employees are paid each two (2) weeks, as opposed to weekly. This practice shall in no way modify the amount of compensation to be received by the represented employees as provided herein.

ARTICLE 13 – GRIEVANCE AND ARBITRATION PROCEDURE.

In the event of any dispute or grievance arising under the terms and provisions of the Memorandum or of any difference between the parties as to the interpretation or application of this Memorandum, it shall be processed through the grievance procedure. The parties shall make sincere and determined efforts to settle meritorious grievances at the voluntary steps of the grievance procedure and to keep the procedure free from any unmeritorious grievances. A union representative may be present during any step of the grievance procedure.

Step 1. Within ten (10) days of the occurrence or events giving rise to the grievance or dispute, or within ten (10) days of when the affected employee or employees became aware of such occurrences or event, whichever is longer, the matter must be taken up between the involved employee or employees and their supervisor. First, the employee shall verbally explain to his supervisor the nature of the grievance. The supervisor must communicate his decision to the grievant verbally within five (5) days of the Step 1 meeting.

Step 2. If the grievance is not satisfactorily adjusted under Step 1, a written grievance shall be submitted to the employee's supervisor within five (5) days after the supervisor has provided his verbal decision pursuant to Step 1. Within five (5) days thereafter, the supervisor must submit a written answer to the grievance.

Step 3. If the supervisor's written answer does not resolve the matter, a written appeal shall be made to the division head within five (5) days after the U.G. receives the supervisor's written report pursuant to Step 2. The division head shall attempt to resolve the matter and shall give a written answer within five (5) days after receiving the written appeal.

Step 4. If the division head's written answer does not resolve the grievance, a written appeal shall be taken to the department head within five (5) days after the receipt of the division head's written response. The department head shall attempt to resolve the matter in a meeting of the concerned parties and shall give a written answer within five (5) days after receipt of the division head's decision.

Step 5. If the matter has not been resolved in Steps 1-4, it may be submitted to the County Administrator or designee within five (5) days after receipt of the department head's written decision. The County Administrator or designee shall render a decision in writing within ten (10) days thereafter.

Step 6. If the County Administrator's or designee's decision is not satisfactory to the Union, or if the parties are otherwise unable to satisfactorily resolve the dispute, arbitration may be requested by the U.G. or the Union, in the following manner:

- (a) Notice in writing of intent to arbitrate shall be delivered by the party seeking arbitration to the opposing party within fifteen (15) calendar days following the decision of Step 5.

- (b) Within fifteen (15) calendar days after the notice is delivered, the parties will mutually agree upon an arbitrator or jointly obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS), and the parties will alternately and independently strike unacceptable arbitrators from such a list with the last remaining arbitrator being selected. If the party upon whom a properly executed FMCS panel request is served fails to execute and send such request within fifteen (15) calendar days of service thereof, then the grievance shall be found in favor of the non-defaulting party.
- (c) The arbitrator shall have the authority to determine the procedural rules of arbitration, and shall have the ability to make such binding orders as are necessary to enable him to act effectively. He shall observe the rules of evidence, and his decision shall be final and binding on all parties.
- (d) Once the parties have selected an arbitrator, the parties shall act with all deliberate speed to schedule a hearing date for the arbitration.
- (e) The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Memorandum.
- (f) The U.G. and the Union shall share the cost of the arbitrator equally.

ARTICLE 14 – NEW EMPLOYEES

The parties agree that in the event a current bargaining unit member of United Brotherhood of Carpenters and Joiners of America, St. Louis – Kansas City Carpenters Regional Council is no longer employed by the Employer as a bargaining unit member, the contract will be reopened. In the event that the current bargaining unit member is no longer employed as a bargaining unit member for disciplinary reasons, the contract will not be reopened until any grievance is resolved. If the grievance results in the current bargaining unit member being reinstated, then the contract remains in effect. If not, then the contract will be reopened.

ARTICLE 15 – DURATON.

Article 16 of the Agreement is deleted. This Memorandum shall be in full force and effect from January 1, 2022, (effective date), to and including December 31, 2024, (expiration date), and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Memorandum is served by either party upon the other not less than thirty (30) days and not more than ninety (90) days prior to December 31, 2024, (expiration date) or January 1 of any subsequent contract year. The attached agreement shall be deemed a part of this Agreement.

When no such cancellation or termination notice is served and the parties desire to continue said Memorandum, but also desires to negotiate changes or revisions in this Memorandum, either party may serve upon the other a written notice not less than thirty (30) days and not more than ninety (90) days prior to December 31, 2024, (expiration date) or January 1 of any subsequent contract year, advising that such party desires to revise or change terms and conditions of such Memorandum.

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

EMPLOYER

UNION

THE UNIFIED GOVERNMENT

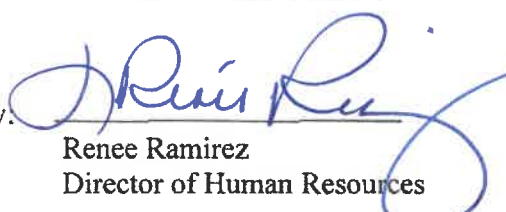
MID-AMERICA
CARPENTERS REGIONAL COUNCIL

By: _____
Douglas G. Bach
County Administrator

By: 
Gary Perihar
Executive Secretary-
Treasurer

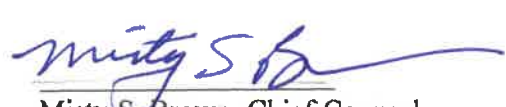
Date: _____

Date: 12/1/2021

By: 
Renee Ramirez
Director of Human Resources

By: 
Dave Earley
Business Representative

Approved as to form:


Misty S. Brown, Chief Counsel

ATTEST:

Unified Government Clerk

6RY8616.DOC



Staff Request for Commission Action

Tracking No. 211233

Full Commission Meeting Date: 12/2/21

Committee: Full Commission

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

Publication Required: No

<u>Date:</u> 12/02/2021	<u>Contact Name:</u> Jon Khalil	<u>Contact Phone:</u> x5085	<u>Contact Email:</u> mjkhilil@wycokck.org	<u>Department/Division:</u> Legal
<u>Item Description:</u> This resolution is to authorize and direct the County Administrator to execute a Memorandum of Understanding between the Unified Government of Wyandotte County/Kansas City, Kansas, and Service Employees International Union, Local #1, for the period from January 1, 2022, through December 31, 2024.				
<u>Action Requested:</u> Adopt resolution				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> 21 12 02 SEIU Resolution, Wyandotte County 2022-2024 SEIU MOU				

RESOLUTION NO. _____

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

That the County Administrator of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby authorized and directed to execute in the name of the Unified Government of Wyandotte County/Kansas City, Kansas, and the Unified Government Clerk is hereby authorized and directed to attest the signature of said County Administrator and to attach the seal of the Unified Government thereto as the voluntary act of the Unified Government to the Memorandum of Understanding between the Unified Government of Wyandotte County/Kansas City, Kansas, and the Unified Government and the Service Employees International Union Local #1 for the period from January 1, 2022, through December 31, 2024.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
THIS ____ DAY OF _____, 2021.**

David Alvey, Mayor/CEO

ATTEST:

Unified Government Clerk

Approved as to Form:

**Misty S. Brown
Chief Counsel**

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY,
KANSAS

AND

THE SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL #1

January 1, 2022 thru December 31, 2024

MEMORANDUM OF UNDERSTANDING

ARTICLE I

THIS MEMORANDUM OF UNDERSTANDING. dated the ____ day of February 2021. by and between the Unified Government of Wyandotte County/Kansas City, Kansas. Hereinafter referred to as "the Employer" and Service Employees International Union, Local No. 1, hereinafter referred to as "the Union," entered into for the purpose of establishing rates of wages, hours of work, working conditions, health and safety measures, and procedures for the settlement of differences.

ARTICLE II

RECOGNITION

Employer agrees to recognize the Union as the sole and exclusive bargaining agent pursuant to the Public Employer Employee Relations Act for Building Engineers by the Unified Government Department of Buildings & Logistics.

ARTICLE III

EMPLOYER'S RESPONSIBILITY

Section 1. Except as specifically set out herein, nothing in this Memorandum shall be construed as divesting the Employer of any of its vested management rights or as delegating to others the authority conferred by law on the Employer, or in any way abridging or reducing such authority.

Section 2. In the case of promotions, the Unified Government agrees to recognize qualifications (including training, education, experience, ability and past performance) of the affected employee and then recognize standard seniority rules and practices. In the case of lay off the Unified Government shall use seniority as the determining factor in

selecting the employees to be laid off. The right to hire, promote, layoff, assign, transfer, discharge, or discipline for cause and to maintain discipline and efficiency of employees is the sole responsibility of the Employer, except that Union members shall not be discriminated against as such.

Section 3. The Employer may adopt reasonable rules and regulations and amend the same from time to time, and the Employer and the Union will cooperate in the enforcement thereof. To the extent practical, the Employer will give prior notification of such rules and regulations to the Union.

Section 4. This Memorandum of Understanding shall be construed as requiring the employees to follow the provisions herein in the exercise of the authority conferred upon the Employer by law.

ARTICLE IV

Section 1. Employees shall be paid the following wages:

	1/1/22	1/1/23	1/1/24
Wage Rate	\$34.86	\$35.90	\$36.98

The parties recognize that the wage rate reflected above was frozen at the 2019 rate for both 2020 and 2021. The parties agree that they shall meet during the month of October in 2021 to re-open negotiations on compensation adjustments dependent upon economic feasibility. The Apprentice wage rate shall be at ninety percent (90%) of the above identified wage rate. An employee shall be deemed an Apprentice within the first eighteen (18) months of their employment. At the end of the initial eighteen (18) months of employment, the employee shall be paid the full wage rate provided that the employee

is not at that time on a performance improvement plan and further provided that the employee must have successfully completed the Master Engineer License examination. If the employee is on a performance improvement plan, the employee shall remain at the Apprentice wage rate until they have successfully completed the performance improvement plan. The Employer shall reimburse the cost of one preparatory class and one examination fee for each employee seeking to obtain his or her Master Engineer License upon such employee's successful completion of such examination.

ARTICLE V

FRINGE BENEFITS

Each employee shall be entitled to vacations, paid holidays, health benefits, pension, sick leave, family medical leave, funeral leave, military leave, personal leave, jury duty, and any other benefits in accordance with the Human Resources Guide of the UG as amended from time to time.

ARTICLE VI

STRIKES AND LOCK OUTS

There shall be no stoppage of work either by strike or lock out because of any dispute over matters relating to this Memorandum of Understanding, whether such matters are drafted within this Agreement.

ARTICLE VII

NONDISCRIMINATION

The Employer and the Union agree that there shall be no discrimination against any employee or applicant because of race, creed, sex, age, national origin, physical handicap or union activities.

ARTICLE VIII

WORKING CONDITIONS

All working conditions including discipline, discharge, equal opportunity in employment harassment in the workplace, workers' compensation and injury leave, unemployment compensation, responsible use of technology, and all other matters constituting working conditions shall be subject to and regulated by the policies of the UG as expressed in the Human Resources Guide and amendments thereof except as may be inconsistent with the terms of this Memorandum of Understanding.

ARTICLE IX

HOURS' OF WORK

The standard work week for full time employees shall be forty (40) hours within a consecutive seven (7) day period with two (2) consecutive days off except where operational needs require otherwise. Employees shall be advised of any changes in the beginning of their standard work week.

A standard workday for full time employees shall consist of eight (8) consecutive hours in a twenty-four (24) hour period, except for a thirty (30) minute intermission for lunch.

Employees will be allowed not to exceed two (2) fifteen minute breaks (one in the morning and one in the afternoon) per normal working day. Designation of rest breaks,

times, and locations shall be at the supervisors discretion. Rest breaks shall not be taken in conjunction with the employee's lunch period, except at the mutual agreement of each employee and supervisor.

ARTICLE X

OVERTIME

All employees shall receive one and one-half (1½) times their actual hourly rate of pay for work performed in excess of eight (8) hours in a day. Overtime shall only be time actually worked and approved by the UG. Provided that for purposes of overtime calculations, the UG holidays are considered to be time worked. Employees designated to be “on-call” on a weekend day (Saturday or Sunday) or on a holiday shall receive two hours “on-call” pay at the overtime rate in addition to any hours actually worked.

ARTICLE XI

HEALTH AND SAFETY

The UG is committed to providing a workplace that is free from recognized safety and health hazards.

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

ARTICLE XII

SENIORITY

Each full time employee shall accrue seniority, retroactive to the latest date of hire, upon completion of his or her probationary period. Part time employees shall accrue seniority on the basis of hours of continuous service during the employee's most recent

employment with the Employer. Full time employees are those employees regularly scheduled for forty (40) hours per work week. Part time employees are those regularly scheduled for less than forty (40) hours per work week.

"Employer Seniority" is an employee's total length of service since his or her latest date of hire. When the term seniority" is used in this Agreement it shall mean Employer seniority unless the context clearly indicates otherwise. Employees transferred or promoted to positions with the Employer shall retain their Employer's seniority.

ARTICLE XIII

SAVINGS

In the event any part of this Agreement is judged to be unlawful or unenforceable by a court of law or administrative agency having jurisdiction of the subject matter and of the parties, then the remainder of this Agreement shall continue in full force and effect.

ARTICLE XIV

GRIEVANCE AND ARBITRATION

Section 1. Both parties to this Memorandum of Understanding recognize that most grievances involve misunderstandings and every attempt should be made to resolve the grievance informally. Grievances should immediately be reported to the Employer by the employee or Union within 7 calendar days of when the situation became known or reasonably should have been known.

Section 2. In the event a grievance cannot be informally settled such grievance shall be reduced to writing and provided to the Human Resource Director within 7 calendar days of the resolution of the informal step.

Section 3. If satisfactory settlement of a grievance which involves the interpretation or application of the terms of this Memorandum of Understanding is not obtained under Section 1 or 2 hereof, the Union may request that the matter be submitted to arbitration. If the parties cannot agree on the selection of an arbitrator, a seven-person panel will be requested from the Federal Mediation and Conciliation Service with the Arbitrator selected by alternate striking of names.

Section. 4. The expenses and fee of the arbitrator shall be split by the parties. The arbitrator shall be limited to the particular dispute in question and shall be bound and governed by the provision of this Memorandum of Understand and restricted to its application to the facts presented. The arbitrator shall not have jurisdiction or authority to add, to modify, detract from, or alter in any way the provisions of the Memorandum of Understanding or any amendment or supplement thereto. The decision of the arbitrator shall be binding on the parties and employees involved.

Section 5. When it shall be necessary to reprimand and/or discipline an employee, the same shall be done in the privacy of the management supervisor's office or other private area.

ARTICLE XV

DURATION

THIS MEMORANDUM OF UNDERSTANDING shall be in full force and effect from January 1, 2022, and shall remain in force and effect until the 31st day of December, 2024, and shall continue in force and effect from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to December 31,

2024 or December 31st of any successive year of a desire to terminate or amend this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this
2nd day of December, 2021.

EMPLOYER

UNION

THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY, KANSAS
CITY, KANSAS

THE SERVICE EMPLOYEES
INTERNATION UNION, LOCAL #1

By: _____
Douglas G. Bach
County Administrator

By: Wesley C. Reed
Wesley Reed
Coordinator, Kansas City

Renee Ramirez
Director of Human Resources

Tom Balanoff
Tom Balanoff,
SEIU President

John Kelly
Buildings and Logistics

ATTEST:

Unified Government Clerk

Christian Rak
Christian Rak,
Missouri Director

Approved as to form:

Misty S. Brown
Chief Counsel



Staff Request for Commission Action

Tracking No. 211228

Full Commission Meeting Date: 12/2/21

Committee: Full Commission

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

Publication Required: No

<u>Date:</u> 11/29/2021	<u>Contact Name:</u> David Alvey	<u>Contact Phone:</u> 573-5010	<u>Contact Email:</u> dalvey@wycokck.org	<u>Department/Division:</u> Mayor's Office
<u>Item Description:</u> The presentation of a UG Proclamation recognizing John “Tiny” McTaggart’s 30+ years of public service, community leadership, and civic involvement with the City of Edwardsville, KS, Wyandotte County, KS, the metropolitan region and the state of Kansas.				
<u>Action Requested:</u> Present proclamation				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u>				



Staff Request for Commission Action

Tracking No. 211225

Full Commission Meeting Date: 12/2/21

Committee: Full Commission

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

Publication Required: Yes 12/9/2021

<u>Date:</u> 11/24/2021	<u>Contact Name:</u> Jeffrey Conway	<u>Contact Phone:</u> x5075	<u>Contact Email:</u> jconway@wycokck.org	<u>Department/Division:</u> Legal
<u>Item Description:</u> A resolution extending the state of local health emergency for the COVID-19 pandemic for the County of Wyandotte, Kansas through April 1, 2022. Action maintains our local ability to apply for federal assistance for efforts we continue to make to prevent the spread of the virus and to improve our community health, submitted by Jeff Conway, Assistant Counsel.				
<u>Action Requested:</u> To adopt the resolution.				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> Mayor's Declar 60-day w Commiss.ext to 4-1-22				

(Published _____)

RESOLUTION NO. _____

A RESOLUTION EXTENDING THE STATE OF LOCAL HEALTH EMERGENCY FOR THE COVID-19 PANDEMIC FOR THE COUNTY OF WYANDOTTE, KANSAS, THROUGH APRIL 1, 2022.

WHEREAS, on the 13th day of March, 2020, the Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas declared there was a state of local public disaster emergency in Wyandotte County, Kansas, resulting in potential or occurring pandemic known as COVID-19, in Wyandotte County, Kansas;

WHEREAS, on the 19th day of March, the Unified Government Commission adopted Resolution R-18-20 extending the state of local public health emergency through May 18, 2020;

WHEREAS, on the 14th day of May, 2020, the Unified Government Commission adopted Resolution R-30-20, extending the state of local public health emergency through July 17, 2020;

WHEREAS, on the 9th day of July, 2020, the Unified Government Commission adopted Resolution R-37-20, extending the state of local public health emergency through September 15, 2020;

WHEREAS, on the 3rd day of September, 2020, the Unified Government Commission adopted Resolution R-66-20, extending the state of local public health emergency through December 14, 2020;

WHEREAS, on the 3rd day of December, 2020, the Unified Government Commission adopted Resolution R-83-20, later corrected as Resolution R-83a-20 and published on February 4, 2021, extending the state of local public health emergency through March 15, 2021;

WHEREAS, on the 11th day of March, 2021, the Unified Government Commission adopted Resolution R-16-21 and published on March 18, 2021, extending the state of local public health emergency through June 15, 2021;

WHEREAS, on the 10th day of June, 2021, the Unified Government Commission adopted Resolution R-40-21 and published on June 17, 2021, extending the state of local public health emergency through September 15, 2021;

WHEREAS, on the 9th day of September, 2021, the Unified Government Commission adopted Resolution R-61-21 and published on September 16, 2021, extending the state of local public health emergency through December 16, 2021;

WHEREAS, the threat to the public health from the COVID-19 pandemic continues, as evidenced by the national count of 47,813,785 cases and 772,180 deaths as of November 24, 2021;

WHEREAS, the Centers for Disease Control and Prevention reports that 41 states—including Kansas—remain classified at the highest level of community transmission; while 69.5% of the nation's population has received at least one dose of the vaccine, only 59% of the population is fully vaccinated, and only 18.7 % of those people have received the booster dose;

WHEREAS, as of November 24, 2021: there have been 461,163 confirmed cases of COVID-19 in Kansas, with 15,582 hospitalizations, and 6,673 deaths; the monthly testing rate in the state is 2,166 per 100,000 and the monthly positivity rate for November 2021 is 19.1%;

WHEREAS, in Wyandotte County as of November 24, 2021: trends in the number of daily cases and percent of testing positive are both up and the trend in number of tests per day is down; confirmed cases are 25,445 and total deaths are 333; the confirmed case rate per 100,000 is 15,381; and Wyandotte County continues to have the highest case rate of Kansas City-metro counties;

WHEREAS, the Unified Government Board of Commissioners recognizes that a prolonged public health crisis requires the timely commitment of federal resources that flow to local units of government under an uninterrupted declared emergency;

WHEREAS, coordinated vaccination efforts will be necessary to address the spread of variants and to implement the administration of vaccine boosters, and the Unified Government continues to incur significant costs associated with those vaccination efforts;

WHEREAS, the Unified Government Board of Commissioners has the authority to further extend the declaration beyond December 16, 2021, as such conditions continue to endanger the public health, safety and welfare of persons within the borders of Wyandotte County, Kansas.

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

1. That the state of local public health emergency in Wyandotte County, Kansas, initially declared on the 13th day of March 2020, shall continue and remain in effect through April 1, 2022, unless terminated earlier.

2. That the response and recovery aspects of all local disaster plans which are applicable to Wyandotte County, Kansas, shall initiate the rendering of aid and assistance thereunder.

3. That any rights or powers lawfully exercised or any actions taken pursuant to local disaster emergency plans shall continue and have full force and effect as authorized by law through April 1, 2022, unless modified or terminated in the manner prescribed by law.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF THE
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS
CITY, KANSAS, THIS _____ DAY OF _____, 2021.**

Approved:

David Alvey, Mayor/CEO

Attest:

Unified Government Clerk



Planning and Urban Design

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: Planning and Urban Design Staff

Date: December 2, 2021

Re: Petition COZ 3241

GENERAL INFORMATION

Applicant:
Dana Blay

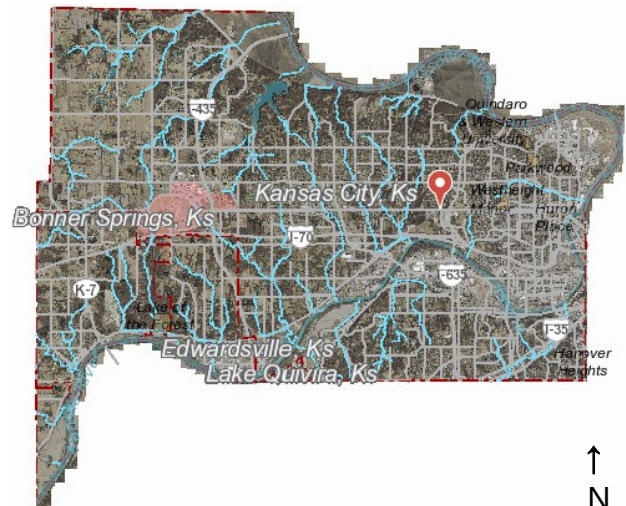
Status of Applicant:
Representative
DBL Architecture, Inc.
8031 Wenonga Road
Leawood, Kansas 66206

Requested Actions:
Approval of a Change of Zone.

Date of Application:
September 24, 2020

Purpose:
To change the zoning district from CP-1
Planned Limited Business District to CP-2
Planned General Business District.

Property Location:
4732 State Avenue
Kansas City, Kansas 66102



Commission Districts:	Commissioner At Large: Melissa Bynum District #1 Commissioner: Gayle Townsend
Existing Zoning:	CP-1 Planned Limited Business District
Adjacent Zoning:	North: R-2 Two-Family District South: CP-2 Planned General Business District East: C-1 Limited Business District West: C-1 Limited Business District
Adjacent Uses:	North: Single-family residence South: Commercial strip mall East: Commercial business West: Commercial business
Total Tract Size:	1.30 Acres
Master Plan Area:	The subject property is within the City-Wide Master Plan.
Master Plan Designation:	The City-Wide Master Plan designates this property as Mixed Use. The Mixed Use land use designation allows specialty retail, sit-down restaurants, convenience retails uses, professional and office services, institutional uses, parks, plazas, and open spaces, and mixed-density residential uses. The Mixed Use land use designation discourages industrial uses, business parks, drive-through restaurants, and car lots.
Major Street Plan:	The Citywide Master Plan designates State Avenue as a Class A Thoroughfare.
Required Parking:	Section 27-464(e) of the Code of Ordinances requires paved off-street parking spaces at a ratio of not less than four (4) spaces per 1,000 square feet of floor area in the building. Section 27-466(e) requires paved off-street parking at a ratio of not less than four (4) spaces per 1,000 square feet of floor area in the building. The building is a total of 5,250 square feet, which requires 21 parking spaces. The proposed site plan demonstrates 21 parking spaces, which sufficiently meets the minimum parking requirement.
Advertisement:	<u>The Wyandotte Echo</u> – October 15, 2020 Letters to Property Owners – October 14, 2020, November 18, 2021, December 18, 2021, January 15, 2021, February 26, 2021, April 8, 2021, May 4, 2021,

June 7, 2021, July 6, 2021, August 2, 2021,
September 7, 2021 and November 22, 2021

Public Hearings: November 8, 2021 and December 2, 2021

Public Support: None to date.

Public Opposition: None to date.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Dana Blay with DBL Architecture, Inc., is requesting a Change of Zone from CP-1 Planned Limited Business District to CP-2 Planned General Business District on behalf of their client in order to add additional gas pumps to a currently operating convenience store and gas station. The property will continue with these uses, but with more gas pumps. The subject property has two (2) unresolved Notice of Violation associated with the property, NOV #18216-00097 and NOV #19216-00042, both issued December 31, 2019, for excessive temporary signage in the right-of-way, on fences, and on poles.

City Ordinance Requirements: Article VI, Sections 27-196 – 27-216

FACTORS TO BE CONSIDERED

Change of Zone

1. Character of the Neighborhood.

The portion of State Avenue where the subject property lies is just west of Interstate-635 and is defined by auto-centric commercial businesses. There are residential properties, however, that abut the commercial properties that line State Avenue, including the subject property.

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

The property will continue to operate as a convenience store and gas station, albeit with more gas pumps. There is no issue with compatibility with neighboring 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 subject property is already an existing convenience store and gas station. It is suitable to have a Change of Zone in order to have more gas pumps.

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

The property is not vacant and is currently operating as a convenience store and gas station.

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.*

Gas stations and convenience stores are understandably convenient to an auto-centric culture, as a gas station's sole purpose is to provide fuel to gas-powered vehicles. A convenience store can be convenient to everyone if it were in a more accessible location with better multi-modal transportation options, but in the case of the subject property it is still convenient to those who can drive and have access to a car. Adding more gas pumps will not significantly further damage the visual quality or marketability of nearby properties.

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

More gas pumps would take up more space, thus potentially reducing the number of available parking spaces. The applicant has not provided a parking plan or a revised site plan.

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

The Mixed Use land use designation in the City-Wide Master Plan allows convenience retail. The City-Wide Master Plan specifically includes banks and drug stores, but also includes the term "etc.", implying that convenient uses similar to banks or drug stores are allowed. A gas station and convenience store may be considered a similar use.

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

Any time gasoline is involved there are opportunities for environmental harm. The applicant must install and/or continue to utilize mechanisms such as oil/water separators that prevent spilled gasoline from entering the groundwater system.

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

a. *Water service*

The property has water service.

b. Sanitary sewer service

The property has sanitary sewer service.

c. Storm water control

The property has storm water control.

d. Police

Police service is provided by Central District, #445.

e. Fire

Fire service is provided by Fire Station #11.

f. Transit

This property is served by KCATA #101 (State Avenue), with a bus stop at the northwest and southwest corners of State Avenue and North 47th Street.

g. Schools

Eugene Ware Elementary School, Coronado Middle School, and Schlagle High School are provided by Kansas City, KS USD #500.

h. Streets

The property is accessible by State Avenue.

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

A change in zone will allow the gas station to accommodate more pumps, which in turn may lead to more sales at the gas station and the convenience store.

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

The property is compliant with all C-2 District regulations. The feasibility of adding more pumps is up to the property owner and is guided by the Development Review Committee.

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

There could be increased traffic due to more gas pumps available to be used simultaneously, but that is unlikely. The use of the property will effectively remain the same.

PREVIOUS ACTIONS

None

NEIGHBORHOOD MEETING

The applicant received phone calls and e-mails through October 21, 2020. Attached is the list of persons who attended the meeting, minutes, affidavit and/or submitted comments to the applicant (see the "Attachments" section of this report).

KEY ISSUES

Circulation
Parking
Site Plan

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 8 to 0 to recommend **APPROVAL** of Change of Zone Application #3241, subject to:

- 1) Renovations and additions to the subject property shall comply with the plans submitted by the applicant;
- 2) The subject property meets the minimum parking requirement, but any use that requires additional parking will exceed the number for parking spaces available. If the use of the subject property changes or is added to, and additional parking spaces are required, then either the number of parking spaces will need to be expanded or a variance from the parking requirement will need to be granted;
- 3) An oil-water separator must be installed on the property in order to prevent and mitigate liquid chemicals such as oil and gasoline from leaking into the groundwater;
- 4) Downspouts shall be internalized;
- 5) The trash enclosure shall be comprised of the same materials as the primary building. Junipers and shrubs shall be planted around the perimeter of the enclosure;
- 6) All shade trees shall be 2½" caliper. Shrubs around the perimeter of the property shall be at least five (5) gallons when planted. Shrubs that are interior to the property shall be at least three (3) gallons when planted;
- 7) Sec. 27-577(d)(1) At least 75 percent of the length of the building foundations facing public streets, the exterior of the development, or common spaces must be planted with ornamental plant material such as ornamental trees, flowering shrubs, perennials, and groundcovers;
- 8) Parking lot islands east of the building shall have plantings installed in them;
- 9) All landscaping shall be irrigated;

- 10) All utility connections must be screened with landscaping or an architecturally designed screen wall. All utilities mounted on the wall must be painted to match the building, including, but not limited to gas meters, electrical panel boxes, piping, etc.;
- 11) 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. The gate shall have louvers or have 3/8" gap in the pickets. If this cannot be accomplished, relocation of the transformer may be necessary;
- 12) Rooftop mechanical equipment shall be screened from public view on all four sides;
- 13) Per Sec. 27-317 Electrical power, telephone service, and cable television (if applicable) shall be provided by underground wiring for all new wiring provided;
- 14) Per the Staff Comments and Suggestions, a Final Plan Review may be required in the future;
- 15) When conducting site visits Staff noted that signage on the subject property continued to exceed signage code regulations. The property had previously been issued Notices of Violation, NOV #18216-00097 and NOV#19216-00042, for excessive temporary signage in the right-of-way, on fences, and on poles. As of October 20, 2020, neither NOV has been resolved. Violations were most noticeable on the windows of the convenience store, on the fence at the northeast border of the property, and in the green space along State Avenue. The applicant must comply with the sign code, most notably Section 27-727. The applicant should work with Staff and Zoning Code Officer to ensure compliance;
- 16) Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the unified government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design to begin this process;
- 17) The current lighting scheme on the property is not in compliance and needs to be changed. All exterior lighting on the building must be hooded or controlled to direct light 90 degrees downward. No light may cast light or glare off the property or onto the public street;
- 18) No ribbon lighting shall be installed around the interior or exterior of the window frame as an attention attracting device;
- 19) ADA compliant parking proximate to the entrance must be installed, including the required graphics and sign placards;
- 20) Any business or land use in Wyandotte County that is required to provide off-street parking shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-466 through 27-470; 27-592 through 27-616; 27-667 through 27-676]. Inoperable vehicles shall be stored inside an enclosed building. Inoperable vehicles may not be stored outside unless they are completely screened from view in accordance with all applicable ordinances. Outside storage

shall not include wrecked or salvage vehicles. Any vehicle parked or stored outside must be on an improved surface, located on the same land parcel as the business use, and be parked within a regulation dimension parking stall. Any outside storage may not reduce the availability of all required parking spaces as required by ordinance;

- 21) The applicant, contractors, subcontractors, and related third parties shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets and Retaining Walls, as applicable; and,
- 22) Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper.

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of **COZ 3241**, subject to all comments and suggestions outlined in this staff report, and the conditions of the City Planning Commission.

ATTACHMENTS

November 8, 2021 City Planning Commission Minutes
Aerial Map
Zoning Map
Land Use Map
Photos of Property Provided by Staff, Dated October 12, 2020
Floor Plan Provided by the Applicant
Building Elevations Provided by the Applicant
Architectural Site Plan Provided by the Applicant
Parking Details Provided by the Applicant
Neighborhood Meeting Materials, Dated October 21, 2020

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>Board of Commissioners</u>
Public Hearing		
Change of Zone	November 8, 2021 Approval	December 2, 2021

STAFF CONTACT: Michael Farley, mfarley@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE Petition #3241** 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 #3241**, as it is not in compliance with the City Ordinances and as it will not promote the health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

November 8, 2021 City Planning Commission Minutes:

Hearing starts at 55:25:

CHANGE OF ZONE APPLICATION 3241 – DANA BLAY WITH DBL

ARCHITECTURE, INC. - SYNOPSIS: Change of Zone from CP-1 Planned Limited Business District to CP-2 Planned General Business District to add a fuel island for a fueling station/convenience store rebuild at 4732 State Avenue.

Detailed Outline of Requested Action: The applicant, Dana Blay with DBL Architecture, Inc., is requesting a Change of Zone from CP-1 Planned Limited Business District to CP-2 Planned General Business District on behalf of their client in order to add additional gas pumps to a currently operating convenience store and gas station. The property will continue with these uses, but with more gas pumps. The subject property has two (2) unresolved Notice of Violation associated with the property, NOV #18216-00097 and NOV #19216-00042, both issued December 31, 2019, for excessive temporary signage in the right-of-way, on fences, and on poles.

City Ordinance Requirements: Article VI, Sections 27-196 – 27-216

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 November 8, 2021;

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; and,
7. The Notices to property owners.

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

Present in Support:

- Dana Blay, applicant, DBL Architecture, Inc., 8031 Wenonga Road, Leawood, Kansas 66206

Present in Opposition:

- No one appeared

Staff Recommendation starts at 59:50: Planning Director Hand stated that the applicant has three (3) fuel pumps, which is the maximum allowed in the C-1 Limited Business District. The applicant is requesting CP-2 Planned General Business District to add an additional pump. He stated that the applicant is requesting demolition of one (1) pump and adding two (2) pumps for a total of four (4) pumps, which requires the CP-2 zoning. The applicant mentioned a parking variance, but according to Staff's calculations, the parking requirements are met. If the other retail space becomes a restaurant, however, an additional ten (10) parking spaces and a variance would be required. If the space is retail, then a variance is not required. He further stated that there is no variance before the Commission this evening. This proposal is in the mid-town area on State Avenue. Staff is conditioning approval to meet the Commercial Design Guidelines, and enhanced landscaping and pedestrian connectivity to the sidewalk on State Avenue and throughout the project site. Director Hand stated that there are currently two (2) notices of violation for signage and one (1) of the conditions of approval is the violations are rectified, and they adhere to the sign code. Staff noticed on their site visit that the lighting is not in conformance and that is another condition of approval. Staff has received no letters in support nor opposition and Staff discussed the Notices of Violation (shown in some of the pictures on the screen). Many of the convenience stores have these signs. Staff recommends approval, subject to the conditions in the staff report.

Motion and Vote starts at 1:03:06:

On motion by Mrs. Jones, seconded by Dr. Hill, the Planning Commission voted as follows to **recommend APPROVAL of Change of Zone Application #3241:**

Carson	Chairman
Jones	Aye
Miller	Aye
Mohler	Aye
Pauley	Aye
Armstrong	Aye
Connelly	Aye

Ernst Aye
Hill Aye
Huey Not Present
Motion to recommend APPROVAL Passed: 8 to 0
Subject to:

- 1) Renovations and additions to the subject property shall comply with the plans submitted by the applicant;
- 2) The subject property meets the minimum parking requirement, but any use that requires additional parking will exceed the number for parking spaces available. If the use of the subject property changes or is added to, and additional parking spaces are required, then either the number of parking spaces will need to be expanded or a variance from the parking requirement will need to be granted;
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- 7) Sec. 27-577(d)(1) At least 75 percent of the length of the building foundations facing public streets, the exterior of the development, or common spaces must be planted with ornamental plant material such as ornamental trees, flowering shrubs, perennials, and groundcovers;
- 8) Parking lot islands east of the building shall have plantings installed in them;
- 9) All landscaping shall be irrigated;
- 10) All utility connections must be screened with landscaping or an architecturally designed screen wall. All utilities mounted on the wall must be painted to match the building, including, but not limited to gas meters, electrical panel boxes, piping, etc.;
- 11) 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. The gate shall have louvers or have 3/8" gap in the pickets. If this cannot be accomplished, relocation of the transformer may be necessary;
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- 13) Per Sec. 27-317 Electrical power, telephone service, and cable television (if applicable) shall be provided by underground wiring for all new wiring provided;
- 14) Per the Staff Comments and Suggestions, a Final Plan Review may be required in the future;

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- 21) The applicant, contractors, subcontractors, and related third parties shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets and Retaining Walls, as applicable; and,
- 22) Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper.

AERIAL MAP



ZONING MAP



LAND USE MAP



LAND USE PLAN

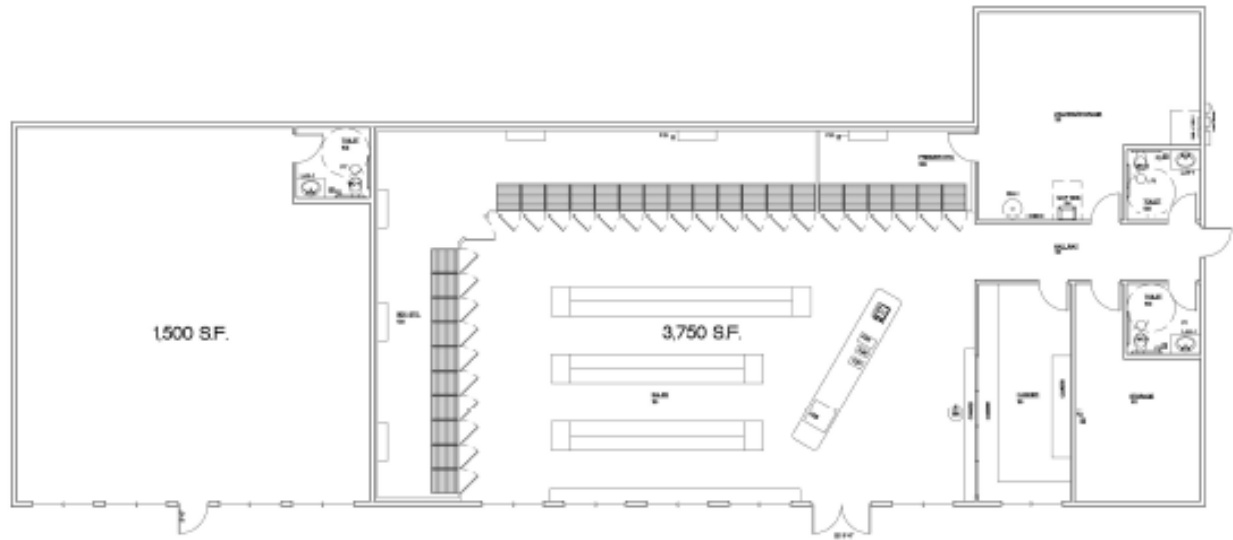
Legend:

 Parks/Open Space	 Neighborhood Commercial
 Floodway	 Mixed-Use
 Public/Semi-Public	 Community Commercial
 Rural-Density Residential	 Regional Commercial
 Low-Density Residential	 Business Park
 Medium Density Residential	 Industrial
 Urban Residential	 Utilities
 High-Density Residential	 Undermined Areas
	 Right-of-Way

PHOTOS OF PROPERTY PROVIDED BY STAFF, DATED OCTOBER 12, 2020



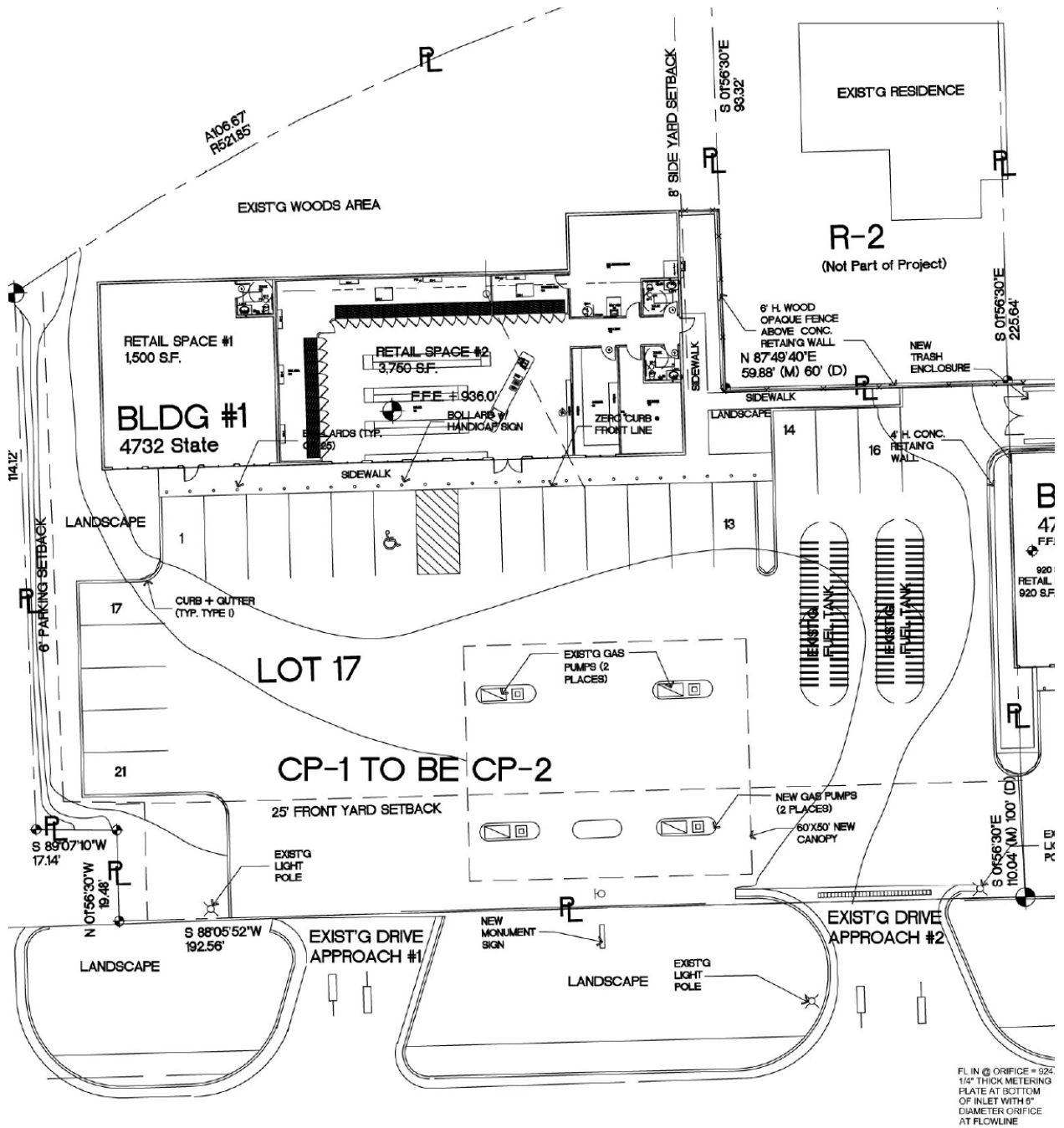
FLOOR PLAN PROVIDED BY THE APPLICANT



1 FIRST FLOOR PLAN
SW-10



ARCHITECTURAL SITE PLAN PROVIDED BY THE APPLICANT, CONT.



NEIGHBORHOOD MEETING MATERIALS, DATED OCTOBER 21, 2020



October 9, 2020

William Bertka
Revocable
3535 Camphil Dr.
Santa Barbara, CA 93109

Subject: Neighborhood Meeting

I have filed an application with the Department of Urban Planning and Land Use #COZ 3241. The purpose of this is to request a Change of Zoning, a Special Use Request and a Preliminary Plan Review for a New Building to replace the Existing Convenience Store at 4732 State Avenue. The reason for changing the current Zoning from CP-1 to CP-2 is to have four Gas Pumps. Currently there are three. The new Convenience Store will be larger and will have a much more cleaner and modern look versus the existing store.

Due to Covid 19 having an in person Neighborhood Meeting (which we would normally do) is not required nor recommended by Kansas City, Kansas. Therefore I am asking that you contact me either by phone or email (see above) on or before the end of the day of October 21, 2020.

I would be happy to discuss this project with you, send you additional PDF drawings (via your email) and answer any questions you may have.

I look forward to hearing from you and to answer any questions or concerns you may have.

Thank you for your time.

Dana Blay, R.A., NCARB Certified
DBL ARCHITECTURE, INC.

ARCHITECTURE + PLANNING + ENGINEERING + DESIGN-BUILD

NEIGHBORHOOD MEETING MATERIALS, DATED OCTOBER 21, 2020, CONT.



October 26, 2020

Application Number COZ #3241
Meeting October 21, 2020 via Email
Subject: Neighborhood Meeting

One Email was received on October 14, 2020 from Mike Dizmang, 4711 Nebraska Ave., Kansas City, Kansas 66102.

He was concerned that we were going to try to put a roadway between State Avenue and Nebraska Ave. Apparently someone in 1997 was attempting to do that.

I replied to him that we were NOT going to put a roadway through.

He requested that we do something to keep the homeless out of the woods behind the current store.

I replied to him that we would be placing a 6 foot high fence separating the residential areas from our station.

He said he would support our project.

That was the only contact we had on this project.

Dana Blay, R.A., NCARB Certified
DBL ARCHITECTURE, INC.

ARCHITECTURE + PLANNING + ENGINEERING + DESIGN-BUILD



Department of Planning + Urban Design

Unified Government of Wyandotte County • Kansas City, Kansas

701 N 7th Street, Suite 423
Kansas City, Kansas 66101
www.wycokck.org/planning

Phone: (913) 573-5750
Fax: (913) 573-5796
Email: planninginfo@wycokck.org

To: Unified Government Board of Commissioners

From: Planning and Urban Design Staff

Date: December 2, 2021

Re: COZ2021-028

GENERAL INFORMATION

Applicant:

Andrea Weishaubt

Status of Applicant:

Representative
Atlas Surveyors
207 South 5th Street
Leavenworth, Kansas 66048

Requested Actions:

Approval of a Change of Zone.

Date of Application:

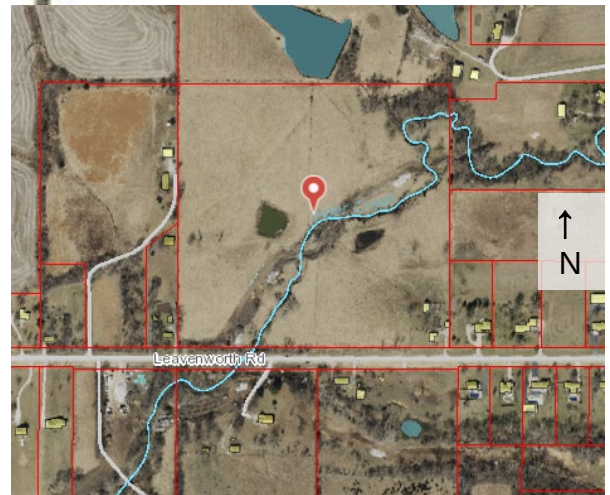
July 20, 2021

Purpose:

To change the zoning district from AG (WYCO) Agricultural District to A-G Agriculture (Lots 1-3) and R-1 Single Family Districts (Lot 4).

Property Location:

13310 Leavenworth Road
Kansas City, Kansas 66109



Commission Districts:

Commissioner At Large: Melissa Bynum
District #5 Commissioner: Michael Kane

Existing Zoning:	AG (WYCO) Agriculture District
Adjacent Zoning:	North: AG (WYCO) Agriculture District; South: R-1 (WYCO) Single-Family District; AG (WYCO) Agriculture And A-G Agriculture Districts East: A-G Agriculture and R-1 Single-Family Districts West: AG (WYCO) Agriculture and R-1 (WYCO) Single-Family Districts
Adjacent Uses:	North: A ~47 Acre Parcel with ponds and a Single-Family Homestead South: An Agricultural Parcel with a Single- Family Homestead, 26 Acres A split-zoned Agricultural and Residential Parcel with a Single-Family Homestead, 26 Acres East: Two (2) Agricultural Parcels with a Single-Family Homestead, ~13 Acres each; Multiple Split-Zoned Residential Lots, 2 Acres each Single-family homesteads West: An Agricultural Parcel with a Single- Family Homestead, 15 Acres A Residential Parcel with Two Dwellings, 2 Acres
Total Tract Size:	38.77 Acres
Master Plan Area:	The subject property is within the Prairie Delaware Piper Area Plan.
Master Plan Designation:	The Prairie Delaware Piper Area Plan land use designation is Low-Density Residential. The Low- Density Residential land use designation allows agriculture, ranches, large-lot, single-family detached residences, and passive parks and open space. The recommended density is one (1) residential unit per three (3) acres. The Low-Density Residential land use designation disallows all industrial uses, business parks, and higher-density residential uses.
Major Street Plan:	The Major Street Plan designates Leavenworth Road as a Class C Throughfare Major Street
Required Parking:	A-G Agricultural Zone District (proposed zoning Lots 1-3): Section 27-452(e) requires two (2) off-

street parking spaces on the premises for each single-family dwelling. There are three (3) proposed Agricultural Zone District. Currently, three (3) lots are undeveloped. Any residential development on these lots would require a building permit to include parking as required.

R-1 District (proposed zoning, Lot 4): Section 27-454(e) requires (2) off-street parking spaces on the premises for each single-family dwelling, at least one of which shall be in a garage or carport. There is one single family residence with a long driveway and a garage.

Advertisement:	<u>The Wyandotte Echo</u> – September 16, 2021 Letters to Property Owners – September 16, 2021, October 5, 2021 and November 22, 2021
Public Hearings:	November 8, 2021 and December 2, 2021
Public Support:	None to date.
Public Opposition:	None to date.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Andrea Weishaubt with Atlas Surveyors, has submitted a request for Change of Zone from AG (WYCO) Agricultural District to A-G Agriculture (Lots 1-3) and R-1 Single Family Residential Districts (Lot 4) for a rural parcel along Leavenworth Road. The applicant is requesting a Preliminary Plat for four (4) single-family parcels totaling 38.38 acres, to be subdivided from one (1) larger parcel. These requests were heard simultaneously with two (2) variance requests to address all aspects of the Preliminary Plat that do not comply with the Zoning Code. After the replat, the property owner wishes to sell the vacant parcels, with each newly-created parcel retaining the agricultural and rural characteristics of the area while reserving the future owner's ability to still build a Single-Family Residence on each lot.

City Ordinance Requirements: Article VI, Sections 27-196 – 27-216

Code Enforcement History: There are no outstanding violations recorded at this property. The subject property has been previously cited by Property Maintenance Compliance:

October 22, 2017- Abandoned Vehicle (prior owner)

FACTORS TO BE CONSIDERED

Change of Zone

1. *The character of the neighborhood.*

The subject property is very remote and rural in nature. While the properties in the area range in size, the majority range from two (2) to twenty (20) acres. All properties, however, have rural attributes and uses—some are undeveloped, some are used for agricultural purposes, and others are simply large single-family residential parcels. Neighborhood features include retention ponds, cleared land vacant for crops or grazing, and occasional stands of dense woodlands.

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

The subject property is surrounded by parcels zoned both Agriculture and Residential. The size of lots is not necessarily determined by the zoning district—there are some parcels zoned R-1 or R-1 (WYCO) and are over five (5) acres and some parcels zoned A-G or AG (WYCO) that are less than five (5) acres. These are presumably legal non-conforming, but the status of these parcels is outside the scope of this report. Some parcels are split-zoned with both Residential and Agricultural zones. Many parcels have retained historical WYCO zoning. The proposed use and plat will create new parcels that are in character with the immediate neighborhood's density of lot sizes. The proposed uses on the subject property, therefore, are compatible with the zoning and uses of properties nearby.

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 adjacent property and surrounding neighborhood are large lots that are used for agriculture, residences, or are preserved in their natural state. The proposed uses are agricultural and residential. The uses, in the context of the proposed lot sizes and arrangements, are suitable for the uses to which they had previously been zoned. The updated zoning will not detrimentally affect the nearby properties and in contrary, updates zoning to acceptable conditions.

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

The subject property's single-family residence (on proposed Lot #4) is currently vacant and has been for the past year. It was purchased from the prior owner through a family trust in October 2020 after the prior owner's passing.

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.*

This project will plat four (4) lots suitable for single-family residences. Ideally this will allow for three (3) additional family units to move to Wyandotte County, which ostensibly is reasonably necessary for the public convenience and welfare of the public. Persons looking to build in this area are looking to do so for its ability to have a residence while utilizing agriculture practices and to retain its rural character. Considering the composure of the surrounding neighborhood lots, it is reasonable to ascertain that the proposed uses will not permanently injure the appropriate use, visual quality, or marketability of nearby property. The updated zone will bring the parcel up to current code compliance standards.

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

The proposed Change of Zones has not effectively changed the use of the property, as it still retains its agriculture zone and rural characteristics. The proposed lots as part of the Plat follow the prescriptive measures for lot frontage requirements along a Major Street this use will not increase the traffic or parking demand in ways that would adversely affect road capacity, safety, or create parking problems. The second use is the single-family residence, which is a pre-existing dwelling constructed in 1920. This residence includes a detached garage to meet the parking requirement and a barn, all accessible from a single approach off Leavenworth Road. The appropriate frontages have been provided for in this Plat.

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

The Prairie Delaware Piper Area Plan designates the property as Low-Density Residential. The Low-Density Residential land use designation in the Area Plan allows for single family detached residential units and should appear to be less dense. Development in these areas should include significant areas for open space to maintain the rural character of the area. Comparable to the City-Wide Master Plan's designation of Rural Residential, Rural Density Residential uses include agriculture, ranches, large-lot single family detached residences, passive parks and open space.

The recommended density within the Low-Density Residential land use designation in the Prairie Delaware Piper Area Plan isn't explicit, however the most comparable land use to the subject property is Rural-Density Residential with a recommended density of (1) dwelling per three (3) acres. The subject property will have a density of approximately one (1) dwelling per ten (10) acres; each individual parcel will ostensibly feature one (1) detached single-family residence. It is expected that these parcels will be used by future owners to build a single-family residence and will take advantage of the agricultural standards

and allowed uses of the land already in existence. Therefore, the proposed use conforms with the Prairie Delaware Piper Area Plan.

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

The Change of Zones does not necessarily initiate the construction of more housing—it is the Preliminary Plat that addresses the new residences proposed to be developed—it does make the development of the new buildings easier by eliminating any issues created by the grandfathered WYCO zoning. The proposed development does, however, include the possibility of three (3) new residences to be constructed. While the applicant has not provided any site plans or floor plans that indicate the floor area of the proposed residences and any other accessory structure (thus indicating the increase in impermeable surface on the subject property), each new residence will be at least 1600 square feet per the Prairie-Delaware-Piper Master Plan. The Prairie-Delaware-Piper Master Plan has additional requirements for construction of a single-family residence. Given the location, zoning, and land use of the subject property, each residence will likely be much larger, perhaps with a floor area twice as large as required. The future buyer will be held to improvements to enhance the environment, such as the construction of updated curbs and aprons. Each new building would be subject to review under the Prairie-Delaware-Piper Master Plan and the UG Standards by any relevant bodies when considered by a future buyer.

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

a. *Water service*

Water Service provided by BPU.

b. *Sanitary sewer service*

Septic System currently serves the residence on the subject property.

c. *Storm water control*

Storm Water drains naturally with the addition of Gravity Mains and Discharge Points at Leavenworth Road.

d. *Police*

Police service is provided by West Division, #224.

e. *Fire*

Fire service is provided by Fire Station #8, which is just under one and a half (1.4) miles from the subject property.

f. Transit

There is no public transit service provided to the subject property. The closest bus stops are 4.7 miles to the east, at Georgia Avenue and 109th Street, which are served by the Leavenworth Road (113) bus route.

g. Schools

Public education is provided by Unified School District #203.

h. Streets

The property is currently accessible from North 67th street, via a private road.

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

This project will provide for the future development of three (3) single-family residences. Ideally this will allow for three (3) additional family units to move to Wyandotte County, which ostensibly has a positive economic impact. New housing in Wyandotte County is encouraged *per se*, but it is unclear if the residences' size, starting price, and location will aid in addressing the "missing middle" and related affordability issues in the County. Therefore, the economic impact of the proposed use may not be as great as expected for housing development within Wyandotte County.

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

The applicant is asking for two (2) distinct variances on three (3) of the proposed lots that the Change of Zone and Preliminary Plat have made necessary. These variances are to accommodate the depth-to-width ratio and the minimum acreage requirements along a Major Street. The feasibility of these variances differs under the specific facts of the case and will be assessed separately in the BOZA2021-021 staff report. Until the variances are granted or the proposed parcels are redesigned, the proposed use does not meet all applicable ordinance requirements.

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

Due to the private and rural nature of this development, there is little gain to the public health, safety, and welfare by having a housing. Additionally, there is negligible if any impact to the public health, safety, or welfare of the nearby landowners or proposed future landowners. There may be some minor inconvenience due to any future construction, but that should be considered a temporary inconvenience and not a permanent hardship.

Plat

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

See Change of Zone Review Factor #9. Additionally, the rural nature and size of the lot relative to pace of development allows for remote septic systems and it should be noted that neighboring homes are present, indicating utility presence to some degree.

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

The proposed Plat does not create or construct any new structures. Any new construction is subject to review for compliance with the Prairie-Delaware-Piper Master Plan, UG Standards, and conditions in this report.

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

There will be no public rights-of-way constructed in conjunction with this Preliminary Plat. There is, however, an existing private drive onto Leavenworth Road. Additionally, there may be three (3) additional private driveways constructed into Leavenworth Road if a future buyer determines to build a residence on the property. Right of Way Permits may be required and future aprons from Leavenworth Road should be concrete. The prescribed frontage in Section 27-280(f) indicates that there should be a minimum frontage on a Major Street of three-hundred feet to mitigate the impact of traffic turns on the Leavenworth Road thoroughfare, and each proposed lot in the plat has met the prescriptive measure as indicated.

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

Except for Lot 4, which has an existing building, all other parcels are currently vacant, and any future structure must demonstrate compliance with setbacks or any other regulations deemed appropriate upon application. Additionally, the large lot and rural nature of the proposed plats provides for substantial open space, access to natural features, and can be adequately supported by city services as are the neighboring properties. Septic systems can be provided by future buyers.

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

There is no proposed grading or change in topography with this Plat, as there are no building plans submitted for any future residences. All future development should be designed with due regard to topography, so that the natural features of the land and vegetation shall be protected and enhanced. All future developments are subject to the revision and review of the Unified Government and respective agencies.

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

The plat is planned to be four (4) lots and therefore is not required to have any amenities. The proposed zoning of A-G Agriculture District and R-1 Single-Family Residential has uses and characteristics in and of itself that would be considered features or uses for a prospective buyer.

PREVIOUS ACTIONS

- BOZA2021-025 (a variance request allowing a larger depth-to-width ratio and a smaller acreage requirement) is being heard simultaneously with COZ2021-028 and PLAT2021-017.

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on September 9, 2021 by email and/or phone call. Attached is the list of persons who attended the meeting, minutes, affidavit and/or submitted comments to the applicant.

KEY ISSUES

Rural Neighborhood Characteristics
Traffic Access
Meeting Variance Requirements
Plat Design and Parcel Arrangement
Preservation of Natural Topography
Utilities
Zoning District

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 8 to 0 to recommend **APPROVAL** of Change of Zone COZ2021-028, subject to:

- 1) The appeal has been filed in conjunction with BOZA2021-025, a Variance request to exceed the maximum depth-to-width ratio and a Variance request to allow for less than the required minimum acreage on a Major Street. (Variance approved)
- 2) Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper.
- 3) The applicant, contractors, subcontractors, and any related third parties shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets and Retaining Walls, as applicable, for any future development. All future development is subject to additional review approval.
- 4) The plat shall be revised, corrected, amended, or otherwise adjusted to meet the comments provided by the Surveyor and Geospatial Departments.
- 5) Construction plans shall meet UG standards and criteria and shall be reviewed and approved by UG prior to construction permit acquisition.
- 6) Any new approaches off Leavenworth Road must be constructed with a concrete curb and apron per UG Standards. Driveways may be made of gravel to maintain character and permeability.
- 7) Site improvements that include land disturbance activity on greater than one (1) acre of surface area of land shall require a land disturbance permit issued by the Unified Government and shall be compliant with all applicable local ordinances and State Statutes and Regulations (Article XIV, Section 8-610 – Sect. 8-618). Land disturbance fees shall be processed by UG Public Works during the Land Disturbance/ Site Development application. The Land Disturbance permit and all applicable Public Works permits can be obtained from the Public Works Department, 701 North 7th Street, Kansas City, KS 66101, (913) 573-5700. With the issuance of the Land Disturbance Permit, a grading permit is required and issued by the Building Inspection Division, Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102, (913) 573-8620.
- 8) Any property owner or business owner that is required to obtain a Special Use Permit for an entitlement to keep fowl or livestock animals as described in Section 27-593, or any other animal related activity as described in Section 27-593, is required to comply at all times with all the requirements of Chapter 7 and Chapter 27 of the Ordinance. This shall include all ordinance sections that relate to: the care, feeding, and keeping of animals; the proper housing, shelter, and restraint of animals from roaming at large; access to proper veterinary care; the operation and maintenance of land, property, and any building or structure related to animal keeping. The permit holder and the property owner are responsible to register any animal keeping activity with Kansas City, Kansas Animal Services, and to maintain annually that registration, and to arrange and

participate in annual property and animal inspections with Kansas City, Kansas Animal Services.

- 9) This City Planning Commission case is being heard in conjunction with BOZA-2021-006. Any approval by the Board of Zoning Appeals of this case, and the conditions of approval contained herein, are contingent upon and shall only go into effect upon the approval of Case BOZA2021-006 by the Unified Government Board of Commissioners and upon any ordinance publications required by law.
- 10) A Right of Way Permit is required prior to future construction. Please contact the public works information prior to construction for guidance.
- 11) A Deed Restriction is executed that would prohibit manufactured homes on all the subject properties.
- 12) This City Planning Commission case is being heard in conjunction with BOZA2021-025. The following are conditions for BOZA2021-025 and are stated here for reference only, as CPC case is solely for COZ2021-028 for the Change of zones from AG(WYCO) for Lots 1-3 to AG and Lot 4 from AG(WYCO) R-1:
 - (a) All comments pertaining to related cases COZ2021-028 and PLAT2021-017 shall be addressed as a condition of approval. Any approval by the Board of Zoning Appeals of this case, and the conditions of approval contained herein, are contingent upon and shall only go into effect upon the approval of Case(s) COZ2021-028 and PLAT2021-017 by the Unified Government Board of Commissioners and upon any ordinance publications required by law.

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of **COZ2021-032**, subject to all comments and suggestions outlined in this staff report, and the conditions of the City Planning Commission.

ATTACHMENTS

November 8, 2021 City Planning Commission Minutes
Aerial Imagery
Zoning Map
Land Use Map
Final Plat Submitted by the Applicant
Partial Image of the Wyandotte County Conservation District Letter, Dated September 14, 2021
Unified Government of Wyandotte County Geospatial Services Letter, Dated September 10, 2021
Unified Government of Wyandotte County Surveyor Letter, Dated September 13, 2021
Prairie-Delaware-Piper Master Plan Highlights
Neighborhood Meeting Letter
Staff Site Photos Dated October 26, 2021

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>Board of Commissioners</u>
Public Hearing Change of Zone	November 8, 2021 Approval	December 2, 2021

STAFF CONTACT: **Kallie McLaughlin**
kdmclaughlin@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition **COZ2021-028** 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 **COZ2021-028**, as it is not in compliance with the City Ordinances and as it will not promote the health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

November 8, 2021 City Planning Commission Minutes:

Hearing starts at 1:04:15:

CHANGE OF ZONE APPLICATION COZ2021-028 – ANDREA WEISHAUBT WITH ATLAS SURVEYORS - SYNOPSIS: Change of Zone from AG (WYCO) Agriculture District to R-1 Single Family District to create one (1) single-family residential lot at 13310 Leavenworth Road.

PLAT2021-017 – ANDREA WEISHAUBT WITH ATLAS SURVEYORS – SYNOPSIS: Final Plat for one (1) single family lot at 13310 Leavenworth Road.

Detailed Outline of Requested Action: The applicant, Andrea Weishaubt with Atlas Surveyors, has submitted a request for Change of Zone and a Preliminary Plat. The applicant is requesting a Change of Zone from AG (WYCO) Agricultural District to A-G Agriculture (Lots 1-3) and R-1 Single Family Residential Districts (Lot 4) for a rural parcel along Leavenworth Road. The applicant is requesting a Preliminary Plat for four (4) single-family parcels totaling 38.38 acres, to be subdivided from one (1) larger parcel. These requests are being heard simultaneously with two (2) variance requests to address all aspects of the Preliminary Plat that do not comply with the Zoning Code. After the replat, the property owner wishes to sell the vacant parcels, with each newly-created parcel retaining the agricultural and rural characteristics of the area while reserving the future owner's ability to still build a Single-Family Residence on each lot.

City Ordinance Requirements: Article VI, Sections 27-196 – 27-216

Code Enforcement History: There are no outstanding violations recorded at this property. The subject property has been previously cited by Property Maintenance Compliance:

October 22, 2017- Abandoned Vehicle (prior owner)

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 November 8, 2021;
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 for the Change of Zone Application;
7. The Notices to property owners; and,
8. The testimony at the Board of Zoning Appeals meeting this evening.

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

Present in Support:

- Andrea Weishaubt, applicant, Atlas Surveyors, 2300 Hutton Road, Kansas City, Kansas

Present in Opposition:

- No one appeared

Staff Recommendation starts at 1:07:15: Planning Director Hand stated that this application is being heard in conjunction with BOZA2021-025 (approved by the Board of Zoning Appeals earlier this evening) in addition to PLAT2021-017. This is a large Agriculture (WYCO) property that is being divided into four (4) parcels. He stated that the variances approved were for Lots 1, 2 (depth to width ratio) and 4 (size of lot). One (1) of the conditions of approval is that a right-of-way permit will need to be secured from the Public Works Department for all future curb cuts. These new driveways will need to meet the Unified Government standards, which means that a concrete driveway apron within the public right-of-way will be required. He further stated that gravel driveways beyond the public right-of-way have been allowed on A-G zoned properties so when the other properties are developed that issue can be addressed with the Building Inspection Department at that time. Staff has received no letters in support nor opposition and there are a couple of old Notices of Violation that are not related to this case.

Chairman Carson asked about mobile homes being allowed on the property. Director Gunnar stated that they are allowed on the property and should be able to meet the Prairie-Delaware-Piper Master Plan guidelines. He further stated that manufactured homes could be prohibited by deed restriction. Ms. Weishaubt stated that she cannot commit to this deed restriction without speaking to her clients. She further stated that this is not the intent of her clients; they want to sell the property.

Motion and Vote starts at 1:13:14:

On motion by Mrs. Jones, seconded by Dr. Hill, the Planning Commission voted as follows to **recommend APPROVAL of Change of Zone Application COZ2021-028:**

Carson	Chairman
Jones	Aye
Miller	Aye
Mohler	Aye
Pauley	Aye
Armstrong	Aye
Connelly	Aye
Ernst	Aye
Hill	Aye
Huey	Not Present

Motion to recommend APPROVAL Passed: 8 to 0

Subject to:

- 1) The appeal has been filed in conjunction with BOZA2021-025, a Variance request to exceed the maximum depth-to-width ratio and a Variance request to allow for less than the required minimum acreage on a Major Street**

- 2) Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper.
- 3) The applicant, contractors, subcontractors, and any related third parties shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets and Retaining Walls, as applicable, for any future development. All future development is subject to additional review approval.
- 4) The plat shall be revised, corrected, amended, or otherwise adjusted to meet the comments provided by the Surveyor and Geospatial Departments.
- 5) Construction plans shall meet UG standards and criteria and shall be reviewed and approved by UG prior to construction permit acquisition.
- 6) Any new approaches off Leavenworth Road must be constructed with a concrete curb and apron per UG Standards. Driveways may be made of gravel to maintain character and permeability.
- 7) Site improvements that include land disturbance activity on greater than one (1) acre of surface area of land shall require a land disturbance permit issued by the Unified Government and shall be compliant with all applicable local ordinances and State Statutes and Regulations (Article XIV, Section 8-610 – Sect. 8-618). Land disturbance fees shall be processed by UG Public Works during the Land Disturbance/ Site Development application. The Land Disturbance permit and all applicable Public Works permits can be obtained from the Public Works Department, 701 North 7th Street, Kansas City, KS 66101, (913) 573-5700. With the issuance of the Land Disturbance Permit, a grading permit is required and issued by the Building Inspection Division, Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102, (913) 573-8620.
- 8) Any property owner or business owner that is required to obtain a Special Use Permit for an entitlement to keep fowl or livestock animals as described in Section 27-593, or any other animal related activity as described in Section 27-593, is required to comply at all times with all the requirements of Chapter 7 and Chapter 27 of the Ordinance. This shall include all ordinance sections that relate to: the care, feeding, and keeping of animals; the proper housing, shelter, and restraint of animals from roaming at large; access to proper veterinary care; the operation and maintenance of land, property, and any building or structure related to animal keeping. The permit holder and the property owner are responsible to register any animal keeping activity with Kansas City, Kansas Animal Services, and to maintain annually that registration, and to arrange and participate in annual property and animal inspections with Kansas City, Kansas Animal Services.
- 9) This City Planning Commission case is being heard in conjunction with BOZA-2021-006. Any approval by the Board of Zoning Appeals of this case, and the conditions of approval contained herein, are contingent upon and shall only go into effect upon the approval of Case BOZA2021-006 by the

Unified Government Board of Commissioners and upon any ordinance publications required by law.

- 10) A Right of Way Permit is required prior to future construction. Please contact the public works information prior to construction for guidance.
- 11) A Deed Restriction is executed that would prohibit manufactured homes on all the subject properties.
- 12) This City Planning Commission case is being heard in conjunction with BOZA2021-025. The following are conditions for BOZA2021-025 and are stated here for reference only, as CPC case is solely for COZ2021-028 for the Change of zones from AG(WYCO) for Lots 1-3 to AG and Lot 4 from AG(WYCO) R-1:
 - (a) All comments pertaining to related cases COZ2021-028 and PLAT2021-017 shall be addressed as a condition of approval. Any approval by the Board of Zoning Appeals of this case, and the conditions of approval contained herein, are contingent upon and shall only go into effect upon the approval of Case(s) COZ2021-028 and PLAT2021-017 by the Unified Government Board of Commissioners and upon any ordinance publications required by law.

On motion by Mrs. Jones, seconded by Dr. Hill, the Planning Commission voted as follows to **APPROVE PLAT2021-017**:

Carson	Chairman
Jones	Aye
Miller	Aye
Mohler	Aye
Pauley	Aye
Armstrong	Aye
Connelly	Aye
Ernst	Aye
Hill	Aye
Huey	Not Present

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

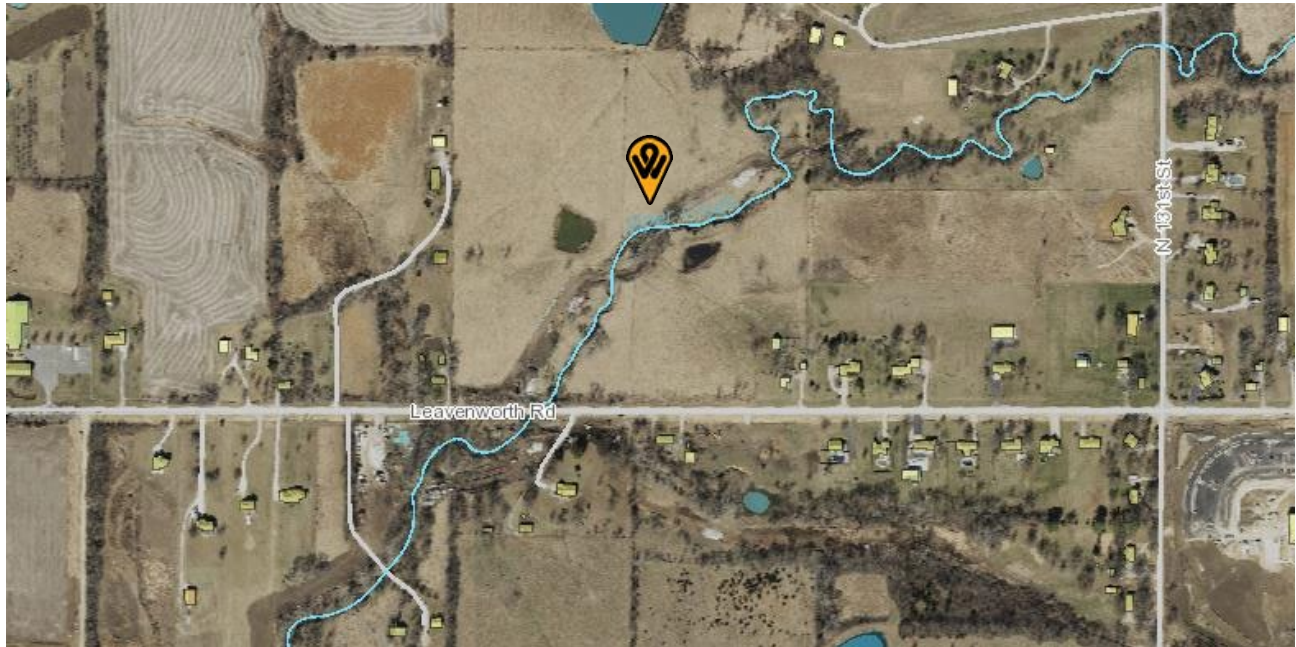
Subject to:

- 1) The appeal has been filed in conjunction with BOZA2021-025, a Variance request to exceed the maximum depth-to-width ratio and a Variance request to allow for less than the required minimum acreage on a Major Street
- 2) The applicant, contractors, subcontractors, and any related third parties shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets and Retaining Walls, as applicable, for any future development. All future development is subject to additional review approval.
- 3) The plat shall be revised, corrected, amended, or otherwise adjusted to meet the comments provided by the Surveyor and Geospatial Departments.
- 4) Construction plans shall meet UG standards and criteria and shall be reviewed and approved by UG prior to construction permit acquisition.

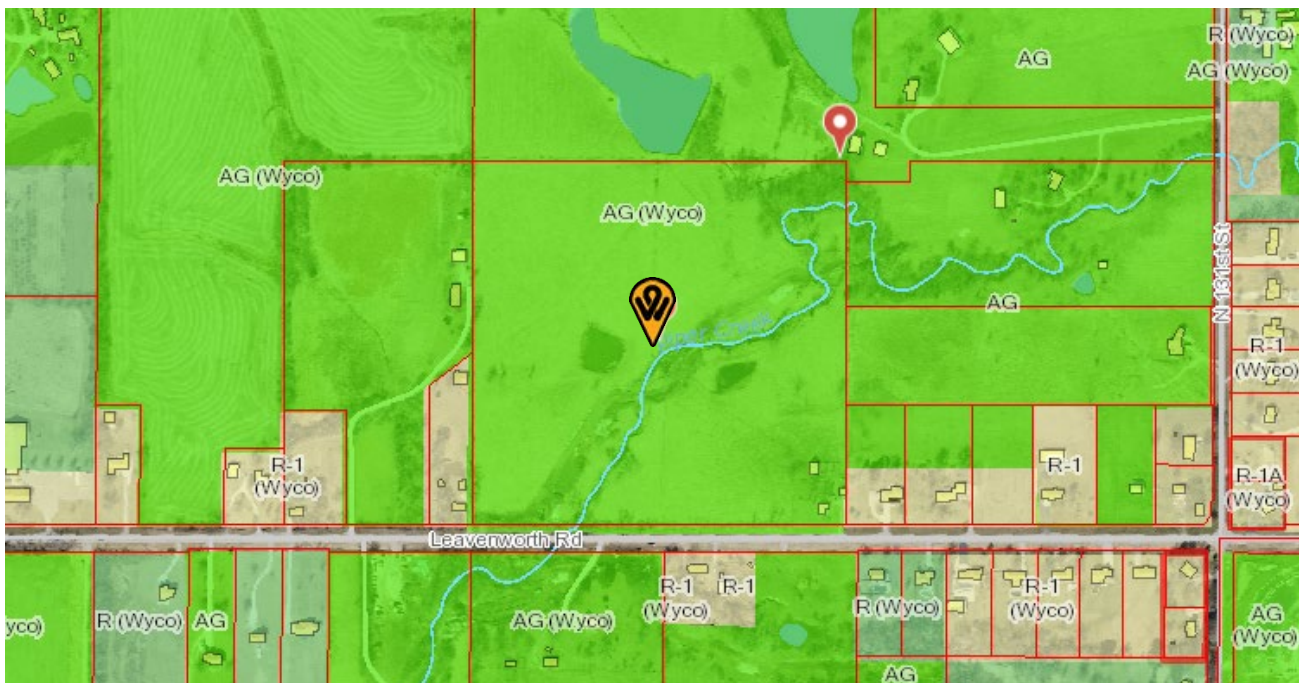
- 5) Any new approaches off Leavenworth Road must be constructed with a concrete curb and apron per UG Standards. Driveways may be made of gravel to maintain character and permeability.
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- 7) Any property owner or business owner that is required to obtain a Special Use Permit for an entitlement to keep fowl or livestock animals as described in Section 27-593, or any other animal related activity as described in Section 27-593, is required to comply at all times with all the requirements of Chapter 7 and Chapter 27 of the Ordinance. This shall include all ordinance sections that relate to: the care, feeding, and keeping of animals; the proper housing, shelter, and restraint of animals from roaming at large; access to proper veterinary care; the operation and maintenance of land, property, and any building or structure related to animal keeping. The permit holder and the property owner are responsible to register any animal keeping activity with Kansas City, Kansas Animal Services, and to maintain annually that registration, and to arrange and participate in annual property and animal inspections with Kansas City, Kansas Animal Services.
- 8) This City Planning Commission case is being heard in conjunction with BOZA-2021-006. Any approval by the Board of Zoning Appeals of this case, and the conditions of approval contained herein, are contingent upon and shall only go into effect upon the approval of Case BOZA2021-006 by the Unified Government Board of Commissioners and upon any ordinance publications required by law.
- 9) A Right of Way Permit is required prior to future construction. Please contact the public works information prior to construction for guidance.
- 10) A Deed Restriction is executed that would prohibit manufactured homes on all the subject properties.
- 11) This City Planning Commission case is being heard in conjunction with BOZA2021-025. The following are conditions for BOZA2021-025 and are stated here for reference only, as CPC case is solely for PLAT2021-028 to create 4 residential lots:
 - a.) All comments pertaining to related cases COZ2021-028 and PLAT2021-017 shall be addressed as a condition of approval. Any approval by the Board of Zoning Appeals of this case, and the conditions of approval contained herein, are contingent upon and shall only go into effect upon the approval of Case(s) COZ2021-028 and PLAT2021-017 by the Unified Government Board of

Commissioners and upon any ordinance publications required by law.

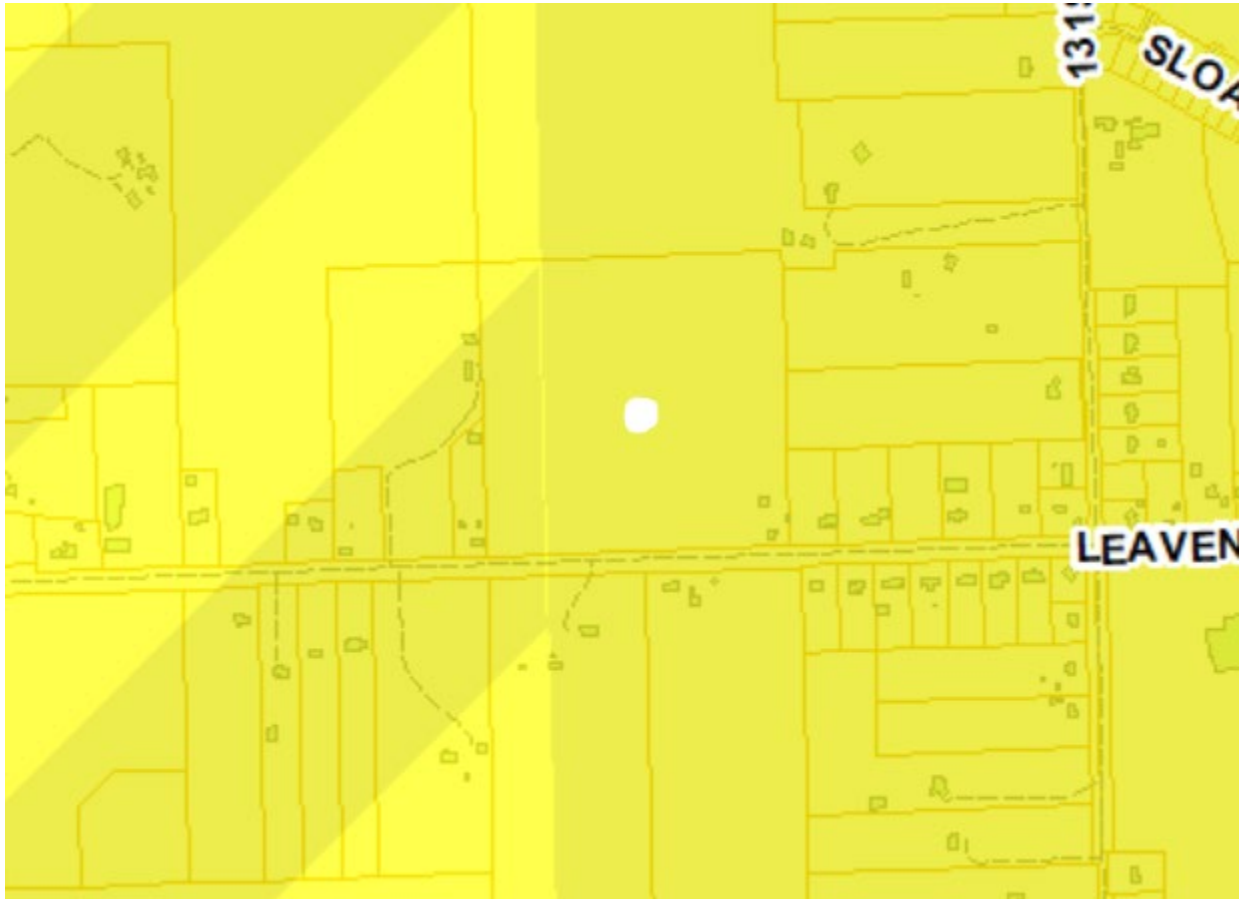
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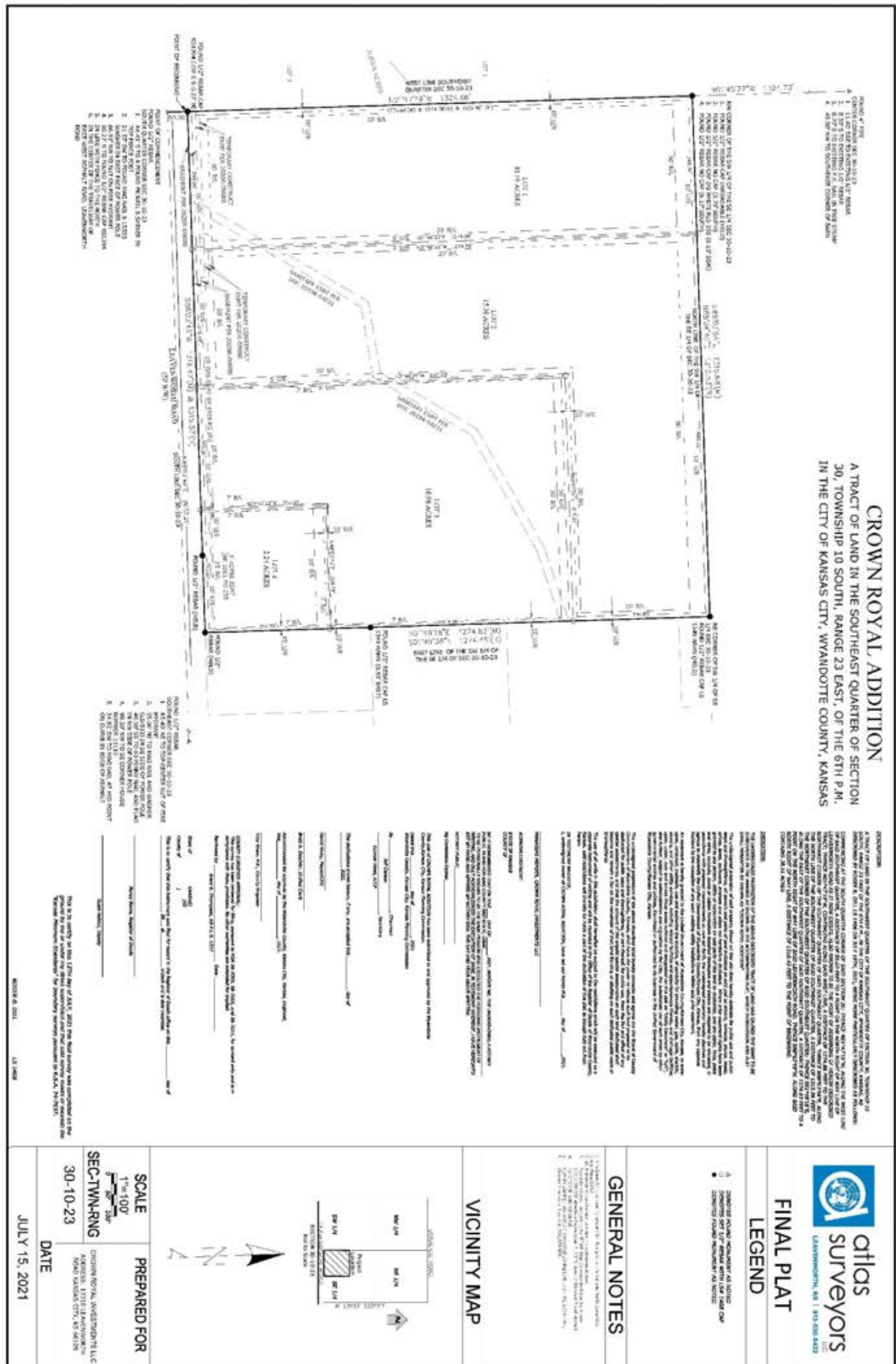


ZONING MAP



LAND USE MAP







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

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

September 14, 2021

RE: COZ2021-028, PLAT2021-017 and BOZA2021-017 Andrea Weishaubt single family lot at 13310 Leavenworth Road

Dear Mr. Hand:

The Wyandotte County Conservation District has completed an environmental review of the: COZ2021-028, PLAT2021-017 and BOZA2021-017 Andrea Weishaubt single family lot at 13310 Leavenworth Road.

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)
Dwellings and Small Commercial Buildings
Soil Features

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

- There are six major soil types identified: Kennebec silt loam, frequently flooded, Bremer silty clay loam, rarely flooded, Pawnee clay loam, 4 to 8 percent slopes, eroded, Sharpsburg silty clay loam, 1 to 4 percent slopes, Sharpsburg silty clay loam, 4 to 8 percent slopes, eroded and Shelby loam, 3 to 7 percent slopes. These soil types are considered highly erodible when the surface is denuded of a protective cover.
- We did not receive any development plans or any grading plans for the area. If there will be major grading an Erosion Control Plan will be needed. There is a concern downstream of this property with siltation.
- The Best Management Practices in this report can be used to develop an Erosion Control Plan for this site.

PARTIAL WYANDOTTE COUNTY CONSERVATION DISTRICT LETTER, DATED SEPTEMBER 14,
2021, CONT.



UNIFIED GOVERNMENT OF WYANDOTTE COUNTY GEOSPATIAL SERVICES LETTER, DATED
SEPTEMBER 10, 2021



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

GeoSpatial Services
A Division of the Knowledge Office

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

To: Gunnar Hand, Planning and Urban Design
Janet Parker, Planning and Urban Design
From: Robert Ringel, GIS Analyst, Unified Government GSS
Date: September 10, 2021
RE: **CROWN ROYAL ADDITION**

We have researched the official county records for the above plat as submitted to
Planning and Urban Design by:
Atlas Surveyors

And we have determined the following:

Takes all of CIC-TAS Parcel:
959101

Owner-of-Record:
Crown Royal Investments, LLC

Jurat Signature:
Managing Member – Crown Royal Investments, LLC

We find that the plat is: **Presently unacceptable for posting.**
Please note the following comments.

1) Survey Dimension

The survey dimension of 1274.86 feet doesn't match the dimension of 1269.8 feet as shown in Jones Acres.

2) Dimensions

The east dimensions of Lots 2 to 4 don't add up to the boundary distance. The south dimensions of Lots 1 to 4 don't add up to the boundary distance.

3) Dedication

In the dedication, all mentions of "City of Kansas City, Wyandotte County, Kansas" need to be replaced with "Unified Government of Wyandotte County/Kansas City, Kansas."

4) Incidental Ownerships

Ownership information needs to be removed from the plat drawing.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY GEOSPATIAL SERVICES LETTER, DATED
SEPTEMBER 10, 2021
(CONT'D)

5) Vicinity Map

The vicinity map has the wrong section number shown. The notation of "Project Location" needs to be next to the actual location.

6) Misspelling

Brett A. Deichler is misspelled.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY SURVEYOR LETTER, DATED SEPTEMBER 13,
2021



**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

September 13, 2021

Roger Dill
ATLAS Surveyors

Re: Final Plat of CROWN ROYAL ADDITION

Dear Mr. Dill

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

- Section called out under the vicinity map does not appear to be the correct section

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

Sincerely,

Brent E. Thompson, PS.
County Surveyor

cc: Martin Ntonjira
Janet Parker
Robbie Ringel

Table 6: Residential Unit Size

	Lot Width	Square Feet Minimum*
Area 1**	80-100% 70 feet 0-20% 50 feet	1600
Area 2	85-100% 75 feet 0-15% 50 feet	1750

*Square feet calculation is defined as the usable area, including floor and wall coverings, that is mechanically heated and cooled with proper natural light and egress to meet building code standards - must be shown on building plans to be counted, but does not include the garage.

Residential Building Materials

- Primary materials for the fronts of homes should be: masonry, stucco, cement board, and wood siding.
- Accent materials should include real or cultured masonry materials.
- For side and rear building facades the use of horizontal lap siding and vertical lap vinyl (minimum 42 gauge) siding is acceptable.
- Roof materials should be a composite shingle (35 year minimum) or approved equal.
- Use of plain, flat siding is discouraged as a primary siding material. Use of horizontal siding on the front of the home with panel siding on the sides and rear is discouraged.

Architectural Diversity

- All sides of a building shall display a similar level of quality and architectural interest. The majority of a building's architectural features and treatments shall not be restricted to a single façade. However, direct window conflicts across side property and/or rear property lines should be avoided.
- Incorporate a variety of features such as overhangs, dormers, bay windows, cantilevers, porches, entries, accent materials to provide articulation and interest.
- Include single story elements such as porches, covered entries and second stories that have a set back from the first floor on two story homes.
- Fronts of buildings should be articulated thorough the use of window-bays, insets, balconies, porches or stoops related to entrances and windows.
- The overall residential community should include multiple building elevation designs. One front, side and rear building elevations should not be used on more than 40 percent of the units.

Garages and Carports

- Garages and carports should incorporate architectural treatments that derive from the main building in terms of materials, detailing, roof materials and colors. When possible, side and rear loaded garages and carports are preferred.

Front loaded garages and carports:

Front loaded garages should incorporate at least one of the following guidelines to limit the dominance of garage doors on the front facade:

- Incorporate upper level dormers above the garage, or
- Design porches, stoops and/or facades should protrude at least five (5) feet in front of the garage, or

- Use trim, windows and other details to de-emphasize the visual impact of the garage in relation to the rest of the structure.

Safe Rooms

All duplexes and tri-plexes must be built with a tornado safe room for the protection of the occupants.

NEIGHBORHOOD MEETING LETTER

September 9, 2021
Atlas Surveyors
2300 Hutton Road Suite 108
Kansas City, KS 66109

I/We have filed an application with the Department of Urban Planning and Land Use
Appeal

BOZA2021-025
PLAT2021-0017
COZ2021-028

The purpose of this is for a change of zone at the following address:
13310 Leavenworth Road Kansas City, Kansas 66109

The purpose of this letter is to explain a proposed change of zone located at the address above. The property is currently zoned as "**AG (WYCO)**" and with this proposed change of zone and plat submission, Lot 4 will be changing to "**R-1**". The purpose of the change of zone is to make the property compliant for a 1-acre lot proposed with "**CROWN ROYAL ADDITION**".

If you have any questions, comments or concerns please contact the following below.

Please Contact:

Andrea Weishaubt:
-andrea.weishaubt@atlassurveyors.com or 913-702-5073

Austin Thompson
-austin.thompson@atlassurveyors.com or 913-957-3315

I look forward to seeing/hearing from you if you have any questions

Sincerely,









STAFF SITE VISIT PHOTOS DATED OCTOBER 26, 2021



STAFF SITE VISIT PHOTOS DATED OCTOBER 26, 2021







Planning and Urban Design

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: Planning and Urban Design Staff
Date: December 2, 2021
Re: Change of Zone Petition COZ2021-033

GENERAL INFORMATION

Applicant:
Michael Berenbom

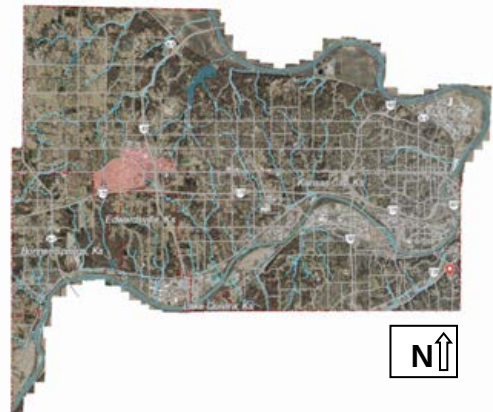
Status of Applicant:
Hudson Apartments, LLC
4705 Central Street
Kansas City, MO 64112

Requested Actions:
Change of Zone from RP-5 Planned Apartment District to RP-6 Planned High-Rise Apartment District.

Date of Application:
August 27, 2021

Purpose:
To rezone to build a five (5) story 228-unit apartment building.

Property Location:
3600 Rainbow Boulevard



Commission District:	Commissioner At Large: Tom Burroughs, District 1 District Commissioner: Christian Ramirez, District 3
Existing Zoning:	RP-5 Planned Apartment District
Adjacent Zoning:	North: RP-5 Planned Apartment District South: CP-0 Planned Nonretail Business District East: RP-5 Planned Apartment District West: RP-5 Planned Apartment District
Adjacent Uses:	North: Apartments South: Parking lot for the University of Kansas Hospital Authority East: Parking lot for the University of Kansas Medical Center (across Rainbow Boulevard) West: Parking lot for the University of Kansas Hospital Authority
Total Tract Size:	2.66 Acres
Master Plan Area:	Rosedale Master Plan
Master Plan Designation:	The Rosedale Master Plan designates this property as Urban Core Mixed Use which allows small apartment buildings (1-3 stories), multi-family apartments (taller than 3 stories), public/institutional uses, offices and services, and retail and entertainment uses and Urban Mixed Use which allows townhomes and all of the aforementioned uses.
Major Street Plan:	The Major Street Plan classifies Rainbow Boulevard as a Class A Thoroughfare.
Required Parking:	Sec. 27-461(d) One (1) parking space shall be provided for each dwelling unit that has one (1) bedroom or less; however, that buildings designed solely for senior and retired persons need provide no more than one (1) parking space for each three (3) dwelling units. One and one-half (1.5) parking spaces shall be provided for each dwelling unit that has two (2) bedrooms or more; provided, however, that buildings designed solely for senior and retired persons shall provide parking as required by the planning commission. 255 parking spaces are required. 260 parking spaces are provided.
Advertisement:	<u>The Wyandotte Echo</u> – Change of Zone – September 16, 2021 Letters to Property Owners – Change of Zone – September 15, 202, October 4, 2021 and November 22, 2021

Public Hearings:	November 8, 2021 and December 2, 2021
Public Support:	Rosedale Development Association appeared in support at the November 8, 2021 City Planning Commission meeting.
Public Opposition:	None to date

PROPOSAL

Detailed Outline of Requested Action: The applicant, Korb Maxell on behalf of Milhaus Properties LLC, wants to rezone 3600 Rainbow Boulevard from RP-5 Planned Apartment District to RP-6 Planned High-Rise Apartment District to demolish a three (3) story apartment complex to build a 228-unit, five (5) story over two (2) story parking garage apartment building on 2.66 redeveloped acres.

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

Code Enforcement History: There is no Code Enforcement history at this property.

FACTORS TO BE CONSIDERED

1. Neighborhood character.

The character of the neighborhood is comprised of multi-family apartments to the north, the University of Kansas Medical Center ancillary parking lot to the south and west and the campus to the east, across Rainbow Boulevard. The Rainbow Boulevard corridor is one of the major commercial corridors in Rosedale.

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

The zoning and uses of properties nearby are set out above. The proposed use is compatible with the surrounding properties as there is multi-family apartments, hotels, and the University of Kansas Medical Center along the corridor.

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

The removal of the restrictions should not detrimentally affect nearby property because the balance of the site will be redeveloped in the general footprint as the former apartment buildings. The quality of this development may enhance the multi-family developments that are along the Rainbow Boulevard corridor and commercial development further along Rainbow Boulevard to the south.

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

The property is not vacant. It is current a multi-family apartment complex.

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

The proposed development is reasonably necessary for individuals and young business professionals who want to live in the area, but do not want to purchase a single-family detached home or townhome or condo. Furthermore, with the University of Kansas Medical Center offices and campus to the north, those employees may be seeking a place to live that is in close proximity to their school and/or employer. The proposed use will not permanently injure the visual quality or marketability of nearby property because the building will be oriented closer towards Rainbow Boulevard, keeping distance from the steep slopes behind the building to the west and will be a substantial enhancement than what exists today.

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

The proposed development with 228 units will increase traffic along Rainbow Boulevard. The Traffic Impact Study will be analyzed by Planning Engineering and Public Works regarding road capacity, but the proposed parking total exceeds the district requirement.

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

The proposed use conforms to the Rosedale Master Plan, which is Urban Core Mixed Use which allows small apartment buildings (1-3 stories), multi-family apartments (taller than 3 stories), public/institutional uses, offices and services, and retail and entertainment uses and Urban Mixed Use which allows townhomes and all of the aforementioned uses.

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

The proposed use should not cause environmental harm through runoff because the proposed redevelopment of this property will be the same as the previous development, and storm water runoff will sheet flow off the property onto Rainbow Boulevard into the storm sewer.

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

a. *Water service*

BPU provides water service.

b. *Sanitary sewer service*

UG provides sanitary sewer service.

c. *Storm water control*

To be designed to meet City Code.

d. *Police*

Police service is provided by South Patrol, District #332.

e. *Fire*

Fire service is provided by Fire Station #10 located off West 36th Avenue.

f. *Transit*

Kansas City ATA provides transit service along Rainbow Boulevard, Route #107. The stop is in front of the apartment complex at the West 36th Avenue and Rainbow Boulevard intersection.

g. *Schools*

Public education is provided by Kansas City Kansas USD 500.

h. *Streets*

Rainbow Boulevard is a Class A Thoroughfare, and the traffic study will determine if the proposed development can be supported by the existing street network.

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

The proposed use will have a beneficial economic impact on the community. The multiple housing unit types (between studio, one, and two bedrooms) within the complex will promote a diverse population to make use of the nearby employment center, shopping and entertainment.

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

The proposed use is capable of meeting applicable ordinance requirements, with the exception of the variance request for a reduction in non-vehicular open space per BOZA2021-026.

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

The relative gain to the public health, safety, and welfare as compared to the hardship imposed on the landowners is minimal. If this application is denied, the owners will still have property that is able to be developed, however, not in the form they originally sought to redevelop it as.

PREVIOUS ACTIONS

In conjunction with BOZA-2021-026 (reduction in the forty (40) percent of non-vehicular open space requirement, applicant requests thirty-two (32); a violation of eight (8) percent).

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on October 21, 2021 by Virtual Meeting (Zoom). Attached is the list of persons who attended the meeting, minutes, affidavit and/or submitted comments to the applicant.

KEY ISSUES

Compliance with the Rosedale Urban Multi-Family Residential Design Guidelines
Pedestrian Connectivity
Fire Access

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 8 to 0 to recommend **APPROVAL** of Change of Zone Application COZ2021-033, subject to:

1. This City Planning Commission case is being heard in conjunction with BOZA2021-016. The following are conditions for BOZA2021-016 and are stated here for reference only, as CPC case is solely for a change of zone to build an apartment complex:
 - a. Preserve the existing tree stand along the west property line and cliff edge to comply with the landscape requirement for site trees. Seven (7) trees must be preserved, which the applicant has agreed to do;
2. The applicant seeks a deviation from the Rosedale Urban Multi-Family Residential Design Guidelines in order not to build a fence abutting University of Kansas Health System parking lot, along the south property

- line. The Developer proposes to install landscaping in place of a five (5) foot wrought iron fence;
3. Subject to approval, a Final Development Plan is required to be submitted prior to publishing the Change of Zoning ordinance;
 4. Sec. 27-638(c)a. For parking and other paved areas: Not less than 25 feet from any street line and not less than six (6) feet from any other property line;
 5. In addition to establishing greater pedestrian connectivity throughout the development, where there are major parking lot crossings, crosswalks and/or other traffic calming devices shall be painted in the drive aisles, so residents and guests are alert to look for pedestrians;
 6. Applicant will provide the following amenities:
 - a. Enclosed and landscaped courtyard with grill area, fire pit and seating;
 - b. Swimming Pool;
 - c. Rooftop Patio; and,
 - d. Enclosed bike storage will also be provided on the ground level garage with additional access to a bike area.
 7. All amenities shall be built within the first phase of the development;
 8. All dwelling units within a new development must be provided with a basement or with a FEMA standard safe room constructed to tornado standards for the protection of the occupants;
 9. Per the Rosedale Master Plan Urban Multi-Family Design Guidelines, developments must provide pedestrian scaled lighting spaced every forty (40) feet along property lines abutting public streets. Interior parking lots must also be well lighted without creating glare to the surrounding neighborhood;
 10. Per the Rosedale Master Plan Urban Multi-Family Design Guidelines, all façades oriented towards a street or courtyard accessed from a street must have forty (40) percent transparency between three (3) and eight (8) feet above the finished floor on all full stories. Windows must allow clear views to the street and not be darkly tinted, frosted, decorated, or mirrored glass;
 11. At least one decorative light must be placed to the side or above doorways. Doors must have or have the appearance of inset panels, lights, or other architectural detailing. Flat storm doors or patio doors are prohibited for primary street-oriented first floor entrances;
 12. Per the Rosedale Master Plan Urban Multi-Family Design Guidelines, the maximum length of a multi-family residential building shall be 200 feet. Façade plains may not span more than thirty (30) feet and must be broken via setbacks or offsets;
 13. The proposed garage doors shall match the adjacent exterior building façade color;
 14. All exterior-facing downspouts shall be internalized;
 15. Add a deed restriction or other legal restriction that the trees and the cliff be preserved in perpetuity;
 16. The applicant will use the existing tree stands to count towards the overall tree requirement for the RP-6 landscaping requirements;

17. All overstory trees shall be at least two (2) inch caliper when planted. All ornamental trees shall be at least two (2) inch caliper when planted. All evergreens shall be at least six (6) feet when planted. All shrubs shall be five (5) gallons when planted;
18. All utility connections, this includes green electrical boxes and free-standing electrical meters must be screened with landscaping or an architecturally designed screen wall. All utilities mounted on the wall must be painted to match the building. Rooftop mechanical equipment shall be screened from public view by an architectural screen;
19. All electrical meter banks, typically on the side of the building shall be screened from public view;
20. BPU transformer pad shall be completely screened on three (3) sides with 6-foot Junipers set back (3) feet from the pad and ten (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;
21. Mechanical equipment or other utilities whether on the ground or mounted on the building shall be screened from public view. The screening shall either be dense landscaping with a minimum of six-foot (6') evergreens or an architectural wall constructed from the same materials as the main building;
22. Satellite dishes shall not be erected on the exterior of patios and decks. Banks need to be provided for satellite dishes on apartment units. They need to be hidden from view from the public streets and the public;
23. Shall comply with the sign ordinance;
24. Site improvements that include land disturbance activity on greater than one (1) acre of surface area of land shall require a land disturbance permit issued by the Unified Government and shall be compliant with all applicable local ordinances and State Statutes and Regulations (Article XIV, Sec. 8-610 through Sec. 8-618). Land disturbance fees shall be processed by UG Public Works during the Land Disturbance/Site Development application. The Land Disturbance permit and all applicable Public Works permits can be obtained from the Public Works Department, 701 North 7th Street, Kansas City, KS 66101, (913) 573-5700. With the issuance of the Land Disturbance Permit, a grading permit is required and issued by the Building Inspections Division, Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102, (913) 573-8620;
25. Shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, as applicable; and,
26. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper.

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition **COZ2021-033**, subject to all comments and suggestions outlined in this staff report, and the conditions of the City Planning Commission.

ATTACHMENTS

November 8, 2021 City Planning Commission Minutes
Aerial Map
Land Use Map
Zoning Map
KCKFD Comment Letter
Rosedale Master Plan Land Use Regulations
Rosedale Master Plan Multi-Family Residential Design Guidelines
Applicant Response Letter
Neighborhood Meeting Minutes
Site Plan
Grading Plan/Utility Plan
Landscape Plan
Floor Plans
Site Line Section
Building Elevations
Site Photographs taken by Staff on September 16, 2021,

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>Board of Commissioners</u>
Public Hearing	November 8, 2021	December 2, 2021
Rezoning	Approval	

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

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition COZ2021-033 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 COZ2021-033 as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

November 8, 2021 City Planning Minutes:

Planning Commissioner Connelly left the meeting at 1:18:15.

Hearing starts at 1:18:15:

CHANGE OF ZONE APPLICATION COZ2021-033 – MICHAEL BERENBOM WITH HUDSON APARTMENTS, LLC - SYNOPSIS: Change of Zone from RP-5 Planned Apartment District to RP-6 Planned High-Rise Apartment District for a new 228-unit apartment building at 3600 Rainbow Boulevard.

Detailed Outline of Requested Action: The applicant, Korb Maxell on behalf of Milhaus Properties LLC, wants to rezone 3600 Rainbow Boulevard from RP-5 Planned Apartment District to RP-6 Planned High-Rise Apartment District to demolish a three (3) story apartment complex to build a 228-unit, five (5) story over two (2) story parking garage apartment building on 2.66 redeveloped acres.

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

Code Enforcement History: There is no Code Enforcement history at this property.

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 November 8, 2021;
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;
7. The Notices to property owners; and,
8. The testimony at the Board of Zoning Appeals meeting this evening.

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

Present in Support:

- Michael Berenbom, applicant, Hudson Apartments, LLC, 4705 Central Street, Kansas City, Missouri 64112
- Nicole Curry, Hudson Apartments, LLC, 4705 Central Street, Kansas City, Missouri 64112
- Erin Stryka, Rosedale Development Association 1403 Rainbow Boulevard, Kansas City, Kansas 66103

Present in Opposition:

- No one appeared

Staff Recommendation starts at 1:35: Planning Director Hand stated that this case is being heard in conjunction with Board of Zoning Appeals case BOZA2021-036, which was approved earlier this evening. This request is to change the zoning from RP-5 Planned Apartment District to RP-6 Planned High-Rise Apartment District due to the density, and not the height, of the project. The property is located in the Rosedale Area Master Plan and Staff has conditioned that the applicant meet the Commercial Design Guidelines of the Unified Government and the Commercial Design Guidelines in the Rosedale Area Master Plan. Director Hand addressed the requested change in the conditions of approval by the applicant:

- 4. Sec. 27-461(c)2.e. For parking and other paved areas: Not less than 25 feet from any street line and not less than six (6) feet from any other property line.**

This is a code requirement and would require approval of a variance from the Board of Zoning Appeals. However, there is another code section that may be able to be applied to this condition that would not require said variance. He stated that he would recommend not removing this condition.

Director Hand stated that 10, 12 and 14 are deviations from the Commercial Design Guidelines. He stated that nothing needs to be changed in #10 as the windows comply with the guidelines. He stated that #12 is not being met. There is potentially a way to make the south end of the building, if that is the true entrance, break up the façade. This could be determined during the final plan review. Staff will work with the applicant on this condition, if approved. With regard to #14, if the applicant only wants to internalize the exterior-facing downspouts, that is acceptable.

- 10. Per the Rosedale Master Plan Urban Multi-Family Design Guidelines, all façades oriented towards a street or courtyard accessed from a street must have forty (40) percent transparency between three (3) and eight (8) feet above the finished floor on all full stories. Windows must allow clear views to the street and not be darkly tinted, frosted, decorated, or mirrored glass;**
- 12. Per the Rosedale Master Plan Urban Multi-Family Design Guidelines, the maximum length of a multi-family residential building shall be 200 feet.**

Façade plains may not span more than thirty (30) feet and must be broken via setbacks or offsets;

14. All exterior-facing downspouts shall be internalized;

Director Hand stated adding a deed restriction that the trees and the cliff be preserved in perpetuity is the only method that he knows to preserve the natural buffer and screening. Director Hand stated in response to the comments of the applicant he would add Condition 15 to read as follows:

Add a deed restriction, or other legal restriction, that the trees and the cliff be preserved in perpetuity.

Director Hand stated that Condition 15 could be finalized during the final plan review.

Commissioner Connelly rejoined the Commission during the hearing on this application.

Motion and Vote starts at 1:44:25:

On motion by Mrs. Jones, seconded by Dr. Hill, the Planning Commission voted as follows to **recommend APPROVAL of Change of Zone Application COZ2021-033:**

Carson	Chairman
Jones	Aye
Miller	Aye
Mohler	Aye
Pauley	Aye
Armstrong	Aye
Connelly	Aye
Ernst	Aye
Hill	Aye
Huey	Not Present

Motion to recommend APPROVAL Passed: 8 to 0

Subject to:

- 1. This City Planning Commission case is being heard in conjunction with BOZA2021-016. The following are conditions for BOZA2021-016 and are stated here for reference only, as CPC case is solely for a change of zone to build an apartment complex:**
 - a. Preserve the existing tree stand along the west property line and cliff edge to comply with the landscape requirement for site trees. Seven (7) trees must be preserved, which the applicant has agreed to do;**
- 2. The applicant seeks a deviation from the Rosedale Urban Multi-Family Residential Design Guidelines in order not to build a fence abutting University of Kansas Health System parking lot, along the south property line. The Developer proposes to install landscaping in place of a five (5) foot wrought iron fence;**
- 3. Subject to approval, a Final Development Plan is required to be submitted prior to publishing the Change of Zoning ordinance;**

4. Sec. 27-638(c)a. For parking and other paved areas: Not less than 25 feet from any street line and not less than six (6) feet from any other property line;
5. In addition to establishing greater pedestrian connectivity throughout the development, where there are major parking lot crossings, crosswalks and/or other traffic calming devices shall be painted in the drive aisles, so residents and guests are alert to look for pedestrians;
6. Applicant will provide the following amenities:
 - a. Enclosed and landscaped courtyard with grill area, fire pit and seating;
 - b. Swimming Pool;
 - c. Rooftop Patio; and,
 - d. Enclosed bike storage will also be provided on the ground level garage with additional access to a bike area.
7. All amenities shall be built within the first phase of the development;
8. All dwelling units within a new development must be provided with a basement or with a FEMA standard safe room constructed to tornado standards for the protection of the occupants;
9. Per the Rosedale Master Plan Urban Multi-Family Design Guidelines, developments must provide pedestrian scaled lighting spaced every forty (40) feet along property lines abutting public streets. Interior parking lots must also be well lighted without creating glare to the surrounding neighborhood;
10. Per the Rosedale Master Plan Urban Multi-Family Design Guidelines, all façades oriented towards a street or courtyard accessed from a street must have forty (40) percent transparency between three (3) and eight (8) feet above the finished floor on all full stories. Windows must allow clear views to the street and not be darkly tinted, frosted, decorated, or mirrored glass;
11. At least one decorative light must be placed to the side or above doorways. Doors must have or have the appearance of inset panels, lights, or other architectural detailing. Flat storm doors or patio doors are prohibited for primary street-oriented first floor entrances;
12. Per the Rosedale Master Plan Urban Multi-Family Design Guidelines, the maximum length of a multi-family residential building shall be 200 feet. Façade plains may not span more than thirty (30) feet and must be broken via setbacks or offsets;
13. The proposed garage doors shall match the adjacent exterior building façade color;
14. All exterior-facing downspouts shall be internalized;
15. Add a deed restriction or other legal restriction that the trees and the cliff be preserved in perpetuity;
16. The applicant will use the existing tree stands to count towards the overall tree requirement for the RP-6 landscaping requirements;
17. All overstory trees shall be at least two (2) inch caliper when planted. All ornamental trees shall be at least two (2) inch caliper when planted. All evergreens shall be at least six (6) feet when planted. All shrubs shall be five (5) gallons when planted;

18. All utility connections, this includes green electrical boxes and free-standing electrical meters must be screened with landscaping or an architecturally designed screen wall. All utilities mounted on the wall must be painted to match the building. Rooftop mechanical equipment shall be screened from public view by an architectural screen;
19. All electrical meter banks, typically on the side of the building shall be screened from public view;
20. BPU transformer pad shall be completely screened on three (3) sides with 6-foot Junipers set back (3) feet from the pad and ten (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;
21. Mechanical equipment or other utilities whether on the ground or mounted on the building shall be screened from public view. The screening shall either be dense landscaping with a minimum of six-foot (6') evergreens or an architectural wall constructed from the same materials as the main building;
22. Satellite dishes shall not be erected on the exterior of patios and decks. Banks need to be provided for satellite dishes on apartment units. They need to be hidden from view from the public streets and the public;
23. Shall comply with the sign ordinance;
24. Site improvements that include land disturbance activity on greater than one (1) acre of surface area of land shall require a land disturbance permit issued by the Unified Government and shall be compliant with all applicable local ordinances and State Statutes and Regulations (Article XIV, Sec. 8-610 through Sec. 8-618). Land disturbance fees shall be processed by UG Public Works during the Land Disturbance/Site Development application. The Land Disturbance permit and all applicable Public Works permits can be obtained from the Public Works Department, 701 North 7th Street, Kansas City, KS 66101, (913) 573-5700. With the issuance of the Land Disturbance Permit, a grading permit is required and issued by the Building Inspections Division, Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102, (913) 573-8620;
25. Shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, as applicable; and,
26. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper.

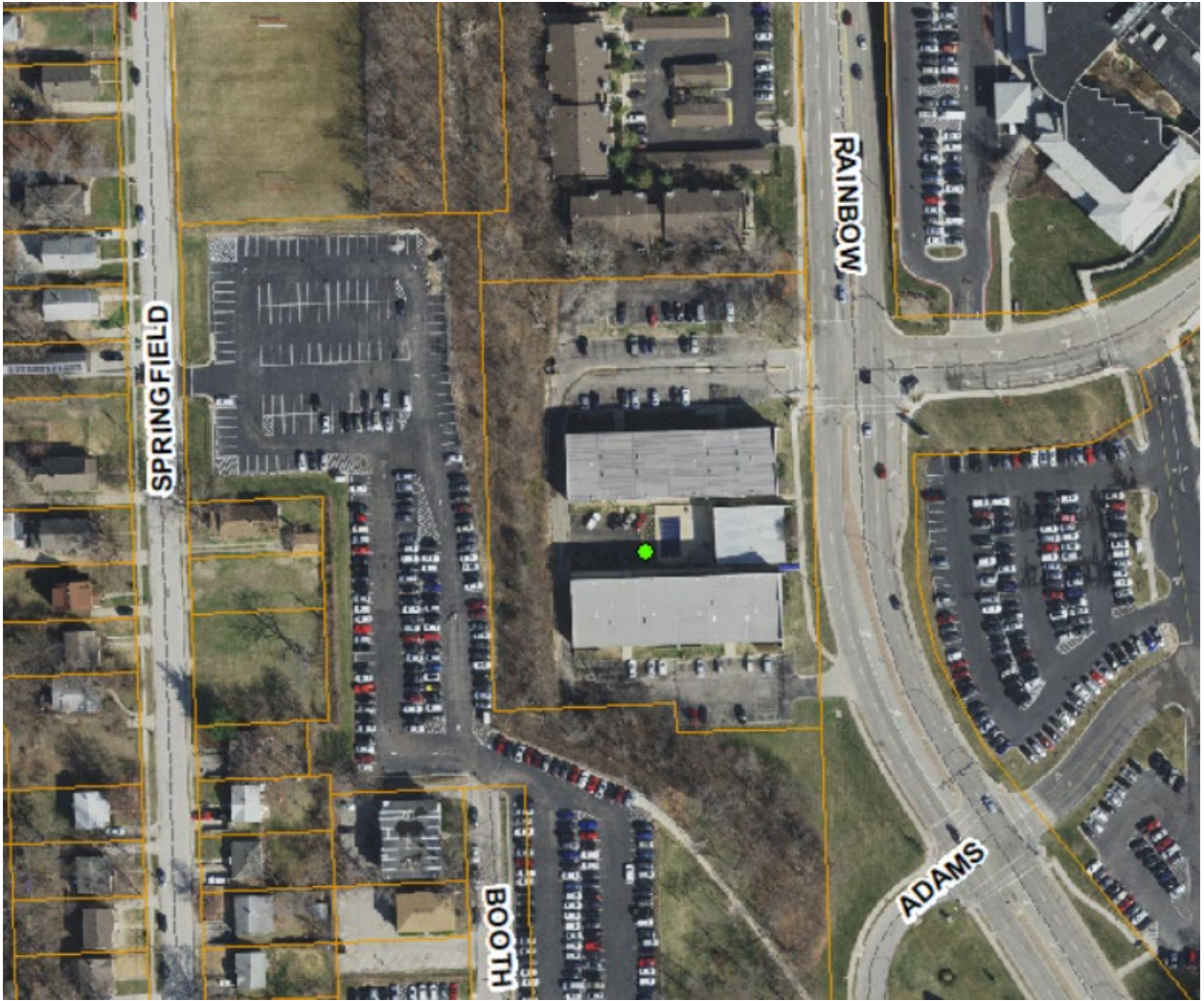


Figure 1. Aerial Photograph of 3600 Rainbow Boulevard as indicated by the green circle (provided by ArcMap).



Figure 2. Zoning Map of 3600 Rainbow Boulevard as indicated by the green circle (provided by ArcMap).



Figure 3. Rosedale Master Plan Land Use Designation Map of 3600 Rainbow Boulevard as indicated by the green circle (provided by ArcMap).



DEVELOPMENT REVIEW COMMITTEE

Unified Government of Wyandotte County/ Kansas City, Kansas

FIRE DEPARTMENT-FIRE PREVENTION DIVISION

815 North 6th St.
Kansas City, Kansas 66101

(913) 573-5550
(913) 551-0490 fax

DEPARTMENTAL REQUIREMENTS AND RECOMMENDATIONS

DRC No. COZ2021-033 / BOZA2021-026 Address: 3600 Rainbow Blvd
Development Name: Michael Berenbom Description: High Rise Apartment Bldg
STAFF ONLY : ☐ A ☐ A/C ☐ F & F ☐ H/C ☐ R/A

Ordinance Requirements:

Before this Department can approve the issuance of a building permit for the above-named project, the developer, owner or contractor must address / agree with the following requirements, stipulated by the Unified Government Ordinances, by signing this form.

- 1) Compliance with the International Fire Code – 2012 Edition
 - 2) Compliance with current NFPA 101® Life Safety Code
 - 3) Compliance with all applicable City ordinances, State rules and regulations
- Submit automatic fire sprinkler/fire alarm plans and calculations for approval prior to installation.

****Provide a fire truck turning drawing based on the following data:**

Length- 40'	Inside turn radius- 28 ft
Wheel base- 272.5 in.	Wall to wall radius- 52.5 ft
Front overhang- 131.3 in	Curb to curb radius- 46 ft
Width- 84 in	Inside Cramp Angle- 40deg

NOTE: Items highlighted with (*) must be addressed prior to departmental approval.

Harvey Fields II Digitally signed by Harvey Fields II
Date: 2021.09.13 16:46:30 -05'00' 9/13/2021
Attending DRC Member: _____ Date _____

I, _____, as _____ of the above referenced project, do hereby certify that I will comply with all of the above ordinance requirement(s), and give consideration to the recommendation(s) above.

Signature and Date

Contact Phone Number and Email Address

Mailing Address, City, State, and Zip Code

DISTRICTS

URBAN CORE MIXED USE

Urban Core Mixed Use is the most dense land use district in the Rosedale Master Plan area. This district should be urban in character with buildings up to the street. Active uses are encouraged on the first floor. Active uses are defined as retail, office, live/work units, or residential and must include entrances on the first floor and transparent windows.



URBAN MIXED USE

The Urban Mixed Use district is designed to create a vibrant urban character. This is the second most dense land use district in the Rosedale Master Plan area. This district should be urban in character with buildings up to the street.



GENERAL URBAN

This area is predominantly residential in character with rowhouses, townhomes, and single family houses. Three story apartment buildings, retail, and office uses are allowed only on neighborhood and mixed use corridors. Three story apartment buildings are also allowed in the University Town special district. Buildings should not exceed the height of adjacent structures by more than one story or 10 feet. This is intended as a guideline to encourage incremental change and prevent development that is out of scale with the existing neighborhood. It will be considered alongside other factors such as how well the overall design of the site and building responds to its surrounding context and the level of community support.



URBAN MULTI-FAMILY RESIDENTIAL DESIGN GUIDELINES:

The following design guidelines apply to all new and renovated urban multi-family developments.

SITE CIRCULATION

Pedestrian walkways and sidewalks shall be a minimum of six feet wide. All pedestrian walkways shall be designed to provide direct access and connections to and between the following:

- The primary entrance or entrances to each principal multi-family building
- To any sidewalks, trails, and walkways on adjacent properties that extend the boundaries shared with the multi-family development
- Any adjacent commercial land uses, including but not limited to retail shopping centers, office buildings, restaurants, or person service establishments. Commercial side or rear buffers may have a break or gateway to allow these connections to be made.

Garage entries, parking areas, and parking structures shall be internalized in building groupings and located behind, underneath, or within the building. Multiple garage entries may not front any primary street with the exception of a combination of basement garage and stoop commonly found in Rosedale. Only one access point or garage door is allowed per group of buildings. Access to parking lots may be gated. With exclusion of driveway leading directly to garage door, parking may not be located between the building face and the public right-of-way.

To continue the existing urban pattern that will blend into the surrounding neighborhood, developments that include interior streets shall be laid out in orthogonal streets and blocks as topography allows. Interior streets must have a sidewalk and parking on at least one side of the street. These streets may not be gated.

Unless rebuilt within the last 10 years, sidewalks and curbs at the perimeter of the development must be re-built and include a 2' green strip between sidewalk and curb.

SITE CONFIGURATION

Setbacks

A building may be set back no greater than 20' from the public right-of-way. Side street setbacks may not contain parking or a driveway.

Frontage

Building must occupy at least 70% of a lot's primary street frontage.

TRANSITION OF HEIGHT

Multi-Family developments abutting single family residences within areas zoned strictly for single family land use, must use the height transition strategies listed below:

- Minimum side yard setback of 10' from property line abutting single family
- Within 30' of the property line abutting the single family residence, a multi-family building may not exceed a half story roof height greater than adjacent residence's roof height.
- Within 50' of the property line abutting a single family residence, a multi-family building may not exceed one story roof height greater than adjacent residence's roof height.

If a multi-family residence is located along a primary corridor with a single family neighborhood located directly behind, a 1.5 story garage/shelter with a solid opaque back wall shall about the back property line. Landscaping is not required where garage is built.

AMENITIES

Developments greater than 20 units must provide one of the following:
Developments with greater than 50 units must provide two of the following:

- Enclosed dog yard with seating area and shade trees
- Enclosed and landscaped courtyard or patio with one grill or fire pit and seating area
- 400 sq. foot play area with play structure
- Resident garden area with water access (must be in active use)
- Swimming pool
- Rooftop patio
- 5 sq. ft or greater balconies for all units

All buildings must provide enclosed and ground level storage for bicycles.

MATERIALS

High quality building materials will be used that are durable, attractive, and have low maintenance requirements. In general, materials must also be horizontally oriented to match the historic qualities of existing urban neighborhoods.

Forty percent (40%) or more of the total net exterior wall area of the building's front and exterior block side elevations, excluding gables, windows, doors, and related trim, shall be masonry.

Prohibited materials include:

- Board and batten wood
- Smooth-faced or split-faced concrete block
- Tilt-up concrete panels
- Corrugated metal siding
- Standard single or double tee concrete systems
- Vinyl siding
- Glass block
- EIFS

Roof materials must have a 35 year warranty

ENTRANCES

All developments must have a primary entrance oriented towards the development's primary public street. These "front door" entrances must be articulated with one of the following options:

- Masonry Stoop with cheek walls
- Covered or Uncovered Porch (minimum area of 35 sq. feet)
- Projecting or inset Portico (minimum area of 18 sq. feet)
- Patio or yard enclosed by 3' masonry and decorative iron fence

At least one Decorative Light must be placed to the side or above doorways. Doors must have or have the appearance of inset panels, lights, or other architectural detailing. Flat Storm doors and patio doors are prohibited for primary street-oriented first floor entrances.

ARCHITECTURAL ARTICULATION

All buildings must use at least two of the following architectural elements:

- Setbacks of not more than 5' or less than 16"
- Bay windows
- Inset or Protruding Balconies
- Two or more Building Materials/Colors/Patterns
- Three or more Changes in Roof Height

The Maximum length of a multi-family residential building shall be 200 feet. Facade plains may not span more than 30' and must be broken vertically via setbacks or offsets.

If a building is three stories or greater in height, horizontal articulation is required to promote a pedestrian level scale. Two of the following are required:

- Horizontal Change in building material (Shirtwaist)
- Notable horizontal change in building material pattern or scale or color
- Upper Story setback a minimum of 16"
- Cornice or Banding of contrasting color
- Roofline (typically of a porch) spanning across 60% of facade width
- Other

To continue a more organic urban environment and reduce the feel of mass-produced buildings, it is encouraged that developments containing more than three buildings include slight but complementary variations in one or more of the following:

- Building materials
- Material patterns or colors
- Roof forms
- Facade configuration of porches, balconies, setbacks etc

TRANSPARENCY

All facades oriented towards a street or courtyard accessed from a street must have 40% transparency between 3' and 8' above finished floor on all full stories. Windows must allow clear views to the street and not be darkly tinted, frosted, decorated, or mirrored glass.

Windows included in the above transparency requirement cannot be more than 3.5' above finish floor.

Exterior bars or shutters may not cover windows.

Glass block is prohibited except for bathroom windows not facing primary streets and all basement windows.

In general, windows should be placed to maximize the possibility for occupant surveillance of all entrances, recreation areas, parking areas, and apartment amenities.

ROOFS

Buildings 2 stories and less must have sloping roofs.

Buildings 3 stories and taller may have sloped or flat roofs.

On buildings where sloping roofs are the predominant roof type, each building shall have a variety of roof forms that complement each other. Large expanses of unbroken roof plains greater than 30' in length are to be avoided and must use one of the following:

- Dormer windows
- Offsets in Roof Height of at least 18"
- Intersecting or Compound plans

Sloping roof materials shall have a 35 year warranty and be high quality and durable materials such as:

- Clay or concrete tile
- Composition Shingles
- Asphalt Shingles
- Other materials considered on a case-by-case basis

EXTERIOR LIGHTING

Developments must provide pedestrian scaled lighting spaced every 40' along property lines abutting public streets. Interior parking lots must also be well light without creating glare to the surrounding neighborhood.

FENCING, SCREENING, LANDSCAPING

All fencing, screening, and landscaping must comply with Wyandotte County Zoning and Subdivision Regulations Article V, Fences and Division 10 for Landscaping and Screening.

Any fence within 20' of a public right of way must:

- Be 4' or less in height
- Be constructed of Masonry and/or Decorative Metal
- Allow access to the corresponding public street
- Be at least 70% transparent

Screening of multi-family residential developments is required between:

- Multi-family and commercial uses
- Multi-family and Single Family Residences

Pedestrian access points between various land uses are encouraged

Screening between uses must include a 5' to 7' fence and preferably evergreen trees placed every 30'.

Fence must be constructed of wrought iron or similar looking metal. Where headlights might shine into residential properties, a 4' tall (at maturity) evergreen hedge shall also be planted on the inside of the metal fence.

Engineered wood or vinyl fencing mounted on steel posts is also acceptable.

TRASH SCREENING

If provided, all trash and recycling receptacles shall be enclosed on all sides with a opaque wall or fence constructed of the same materials as the primary structure. The screen must be a minimum of six feet in height on all sides. When possible, the enclosure's gate shall face away from streets or adjacent land uses. All screening materials must be well maintained at all times.

PARKING SCREENING

Parking visible from any public street must be screened by a fence or shrubbery that matures to 3' or greater and is planted to form a solid visual barrier.

UTILITIES SCREENING

Whenever possible, HVAC units must be placed above ground level, preferable on rooftops, and screened from public view. If utilities are located at ground level, they are to be screened with a fence not less than 4' high and with shrubbery that matures to 3' or higher. It is highly encouraged these units are located to reduce noise to both residents and surrounding residences. In no case shall utilities be located between a building face and a public street.

FEMA SHELTER

All dwelling units within a new development must be provided with a basement or with a FEMA standard safe room constructed to tornado standards for the protection of the occupants.



Studio A
Architecture LLC

October 25, 2021

Unified Government Wyandotte County Kansas City, Kansas
Planning and Urban Design
Attn: Byron Toy, AICP
701 North 7th Street, Room 423
Kansas City, Kansas 66101
First Last Name,

Comment Responses

1. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (check made payable to the Unified Treasurer) immediately following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper.

Response: Acknowledged

2. Sec. 27-461(c)2.e. For parking and other paved areas: Not less than 25 feet from any street line and not less than six (6) feet from any other property line.

Response: Noted, only drive/access aisles are less than the parameters described in section Sec. 27-1(c)2.e.

3. Sec. 27-461(c)(3) Lot area shall not be less than 1,500 square feet per dwelling unit; provided however, that an area equal to at least 40 percent of the site area is maintained as nonvehicular open space.

The applicant has filed for a variance from the Board of Zoning Appeals and is providing thirty-two (32) percent of nonvehicular open space.

Response: With the inclusion of the open courtyard space directly above the parking garage, over 40% of the property is nonvehicular open space. See plans depicting this area.

4. In addition to establishing greater pedestrian connectivity throughout the development, where there are major parking lot crossings, crosswalks and/or other traffic calming devices shall be painted in the drive aisles, so residents and guests are alert to look for pedestrians.

Response: Acknowledged, see crosswalks shown on Sheet C1.0

5. Per the Rosedale Master Plan Urban Multi-Family Design Guidelines, developments greater than fifty (50) units must provide two of the following:

- Enclosed dog yard with seating area and shade trees;
- Enclosed and landscaped courtyard or patio with one (1) grill or fire pit

123 Southwest Blvd., Kansas City, MO 64108
816.256.5025 sa-arch.com

and seating area;

- 400 square foot play area with play structure;
- Resident garden area with water access (must be in active use);
- Swimming pool;
- Rooftop patio; or
- Five (5) square feet or greater balconies for all units.

All buildings must provide enclosed and ground level storage for bicycles.

Response: This development contains the following amenities:

- Enclosed and landscaped courtyard with grill area, fire pit and seating
- Swimming Pool
- Rooftop Patio
- Enclosed bike storage will also be provided on the ground level garage with additional access to a bike repair area.

6. All amenities shall be built within the first phase of the development.

Response: Understood, all amenities will be built during the first phase of development.

7. All dwelling units within a new development must be provided with a basement or with a FEMA standard safe room constructed to tornado standards for the protection of the occupants.

Response: The subterranean area of the Lower Level is capable of serving as a basement.

8. Per the Rosedale Master Plan Urban Multi-Family Design Guidelines, developments must provide pedestrian scaled lighting spaced every forty (40) feet along property lines abutting public streets. Interior parking lots must also be well light without creating glare to the surrounding neighborhood.

Response: Understood. The lighting will be designed to accommodate this requirement.

9. Provide floor plans of the building, including, but not limited to the rooftop patio and terrace, so staff can evaluate how the ground floor level will be activated.

Response: Requested preliminary floor plans are attached and still being developed. Please note that due to the sloping grade the leasing office on the lower level garage and the residential lobby on the upper level garage with associated patio space are both at grade.

10. Due to lack of non-vehicular open space, consider incorporating the use of permeable pavers for all driveways.

Response: The Developer prefers to utilize the driveways, as proposed.

Building Architecture:

1. Per the Rosedale Master Plan Urban Multi-Family Design Guidelines, all façades oriented towards a street or courtyard accessed from a street must have forty (40) percent transparency between three (3) and eight (8) feet above the finished floor on all full stories. Windows must allow clear views to the street and not be darkly tinted, frosted, decorated, or mirrored glass.

Response: With regards to the residential portions of the building, the 1st - 4th floors of the building contain 41% transparency and the 5th floor contains 56% transparency between 3' & 8' above the finished floor. Due to the strong nature of the undulating brick forms on the ground floors of the building the percentage of glazing/openings is 35%. Increasing this would could lessen the impact of the curved brick features and further highlight the parking beyond.

2. **Per the Rosedale Master Plan, all developments must have a primary entrance oriented towards the development's primary public street. These "front door" entrances must be articulated with one of the following options:**

- Masonry stoop with cheek walls;
- Covered or uncovered porch (minimum area of 35 square feet);
- Projecting or inset portico (minimum area of 18 square feet); or,
- Patio or yard enclosed by three (3) masonry and decorative iron fence.

Response: This building contains two primary entrances. The south entrance has a covered entry/porch and the north entry is highlighted by a large uncovered porch. At least one decorative light must be placed to the side or above doorways. Doors must have or have the appearance of inset panels, lights, or other architectural detailing. Flat storm doors or patio doors are prohibited for primary street-oriented first floor entrances.

Response: Decorative lighting will be located at each entry location. All entry doors at the ground floor shall be storefront entry doors.

3. **Per the Rosedale Master Plan Urban Multi-Family Design Guidelines, the maximum length of a multi-family residential building shall be 200 feet. Façade plains may not span more than thirty (30) feet and must be broken via setbacks or offsets.**

Response: While the building exceeds the allowable length, the pedestrian level of this façade has been articulated with a variant of glazing elements, recessions and protrusions to break up the building mass. The vertical offsets on this level of the building are a minimum of 18'-6". These offsets break the building into elements that are between 58' and 114' in length. Full height glazing and vertical balcony insets are used to break the upper levels into the building into elements that are less than 200' in length.

4. **If a building is three stories or greater in height, horizontal articulation is required to promote a pedestrian level scale. Two of the following are required:**

- Horizontal change in building materials (shirtwaist);
- Notable horizontal change in building material pattern or scale or color;
- Upper story setback a minimum of 16";
- Cornice or banding of contrasting color;
- Roofline (typically of a porch) spanning across 60% of facade width; or
- Other.

Response: Horizontal banding is utilized throughout the building design to articulate roof planes and the podium that separates the public the private building program.

5. **Provide a table citing the percentage breakdown for each façade for each building type and revise accordingly to ensure that forty percent (40%) of each façade is indeed masonry.**

Response: The requested table has been added to the elevation pages of the submittal. The design of this building is such that the modern multi-family building sits atop the strong curved masonry base. These masonry elements then reappear on the top floor as if these materials continued through the building. Where the overall of each façade does not meet the 40% masonry, the ground floor is comprised entirely of masonry, synthetic wood, glazing and garage openings.

6. **What are the exterior building materials behind the circle drive?**

- a) **Is there a second story overlook down to the circle drive? The rendering implies that there is, but the elevation does not illustrate that.**

Response: Yes, there are openings in the parking garage that look over the redesigned entry drive.

- b) **What material is this wall? If concrete, will it be a mural?**

Response: The material east of the entry is masonry and west of the entry is a wood look composite panel.

- Can the circle parking podiums be redesigned to not be a prominent feature at the intersection?**

Response: The circle parking area has been revised per civil to allow for additional stacking for the stop light.

7. **The proposed garage doors shall match the adjacent exterior building façade color.**

Response: Understood. The materials adjacent to these doors are brick, the doors will be painted to closely match the brick.

8. **Downspouts shall be internalized.**

Response: Understood, street facing downspouts will be internalized.

9. **Greater emphasis needs to put upon the ground floor uses and its proximity to Rainbow Boulevard. Need to activate all ground floor lobby, reading lounge and parking.**

Response: Where the ground floor contains the parking for the project, it has been designed to layer activating uses between the enclosed parking and Rainbow Blvd. To the north is the two-story lobby with glazing focused towards the street. To the south is the main residential pedestrian entry. This area contains a furnished lobby space, the mail room, and a residential patio extending down Rainbow.

Landscaping and Screening:

1. **Remove the North Kansas City Landscape Requirements reference on sheet L101.**

Response: Reference removed/ revised

2. **Add a deed restriction that the trees on the cliff be preserved in perpetuity.**

Response: Response: A tree preservation zone has been shown on Sheet C3.0.

3. Per the Rosedale Master Plan Urban Multi-Family Design Guidelines, screening of multi-family residential developments is required between multi-family and commercial uses. Screening between uses must include a five (5) to six (6) foot tall fence preferably with evergreens placed every thirty (30) feet.

The fence must be constructed of wrought-iron or similar looking metal.

Engineered wood or vinyl fencing mounted on steel posts is also acceptable.

Response: Intent is to plant vegetation along south property line in lieu of a fence and will be requesting a deviation.

4. Sec. 27-461(f) A reasonable amount of landscaping is required on all projects with emphasis on softening the visual impact of parking areas and enhancing the overall appearance. Trees are required at not less than one (1) per 4,500 square feet of site area.

Sec. 27-700(b)(1) All multi-family residential projects shall include at least one (1) shade tree per eight (8) dwelling units and one (1) shrub per dwelling unit in addition to the tree requirement, but not in addition to the buffer plantings, if required.

The site is 2.69 acres, which requires twenty-six (26) trees, twenty-nine (29) additional shade trees and 228 shrubs per the zoning district.

Response: The Developer is seeking a deviation from this requirement. The topography and site constraints of the subject property make it difficult to provide the required quantities. The Developer will endeavor to preserve existing trees to count toward this requirement and believes that the emphasis of the requirement is lessened due to structured parking vs. surface parking being provided

5. All overstory trees shall be at least two (2) inch caliper when planted. All ornamental trees shall be at least two (2) inch caliper when planted. All evergreens shall be at least six (6) feet when planted. All shrubs shall be five (5) gallons when planted.

Response: Required plant sizes will be updated in the plant schedule.

6. All landscaping shall be irrigated.

Response: All landscape will be irrigated

7. If provided, all trash and recycling receptacles shall be enclosed on all sides with an opaque wall or fence constructed of the same materials as the primary structure. The screen must be a minimum of six (6) feet in height on all sides. When possible, the enclosure's gate shall face away from streets or adjacent land uses. All screening materials must be well maintained at all times.

Response: The trash and recycling receptacles are located within the building and additional screening will be provided as needed and as the site hardscapes will allow. Additional landscaping is necessary to screen the loading dock area from Rainbow Boulevard. This can occur in conjunction with screening the BPU transformer in

the southeast corner of the site.

Response: The move in dock area is for residential use only and has been pushed back from Rainbow Blvd to reduce site lines to it from the street. There are limited opportunities to screen the loading dock area from Rainbow Blvd as we do not want to create sight line issues for movements in and out of the garage area.

8. **Provide a sight line study from Springfield Street east towards the apartment building?**

Response: A site section depicting the line of sight has been added to the submittal set.

9. **All utility connections, this includes green electrical boxes and free-standing electrical meters must be screened with landscaping or an architecturally designed screen wall. All utilities mounted on the wall must be painted to match the building. Rooftop mechanical equipment shall be screened from public view by an architectural screen.**

Response: Screening of new utilities will be provided as needed to screen view from Rainbow.

10. **All electrical meter banks, typically on the side of the building shall be screened from public view.**

Response: Screening of new utilities will be provided as needed to screen view from Rainbow.

11. **BPU transformer pad shall be completely screened on three (3) sides with 6-foot junipers setback (3) feet from the pad and ten (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.**

Response: Revised in current plan

12. **Mechanical equipment or other utilities whether on the ground or mounted on the building shall be screened from public view. The screening shall either be dense landscaping with a minimum of six-foot (6') evergreens or an architectural wall constructed from the same materials as the main building.**

Response: Screening of new utilities will be provided as needed to screen view from Rainbow.

13. **Satellite dishes shall not be erected on the exterior of patios and decks. Banks need to be provided for satellite dishes on apartment units. They need to be hidden from view from the public streets and the public.**

Response: Acknowledged, no satellite dishes planned for property.

Signage:

1. **Shall comply with the sign ordinance.**

Response: Understood. Signage will be submitted to the city as a separate submittal.

Planning Engineering Comments:

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

- 1) Detailed engineering comments are made by separate technical review of the plans and submitted directly to the applicant. Provide revised plans and responses in accordance with the engineering comments.

Response: See attached revised plans and response letters to the detailed engineering review. These documents were also submitted on 10/18/21 to EDR@wycokck.org

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

Response: Acknowledged

B) Items that are conditions of approval:

- 1) None

Response: Acknowledged

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

- 1) None

Response: Acknowledged

Sincerely,
Nicole Curry
Principal Architect

123 Southwest Blvd., Kansas City, MO 64108
816.256.5025 sa-arch.com

10/21/2021

**The Hudson, 3600 Rainbow Boulevard
Neighborhood Meeting Minutes**

Meeting called to order at 6:30 p.m.

Names of people in attendance:

Michael Berenbom, Lane4 Property Group
Weston Buckley, Lane4 Property Group
Brenner Holland, Hunt Midwest
Nicole Curry, Studio A Architecture
Amy Grant, Polsinelli PC – paralegal
Erin Stryka, Rosedale Development Association

As there were no attendees other than the Developer, Design Team and Rosedale Development Association, the team waited until 6:45 p.m. No other attendees joined the meeting at that time so the meeting was concluded.

Called Adjourned: 6:45 p.m.

80420983.1

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF Missouri)
) SS:
COUNTY OF Jackson)

Comes now Amy Grant, of lawful age, sound mind and upon her oath states as follows:

1. That I am an agent for the petitioner for Petition #COZ2021-033/BOZA2021-026.
2. That I conducted a neighborhood meeting on October 21, 2021.
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

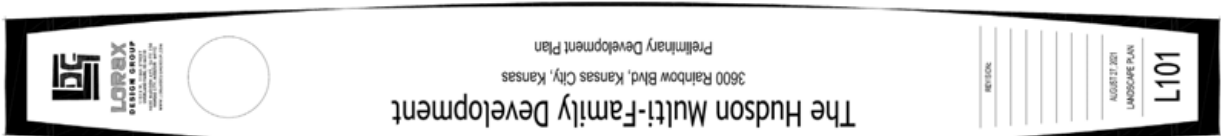
SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 22nd day of October, 2021.

My commission expires 29 of July, 2024.

JULIE ANN LOWREY
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 7/29/2024
COMMISSION # 20401259



Notary Public

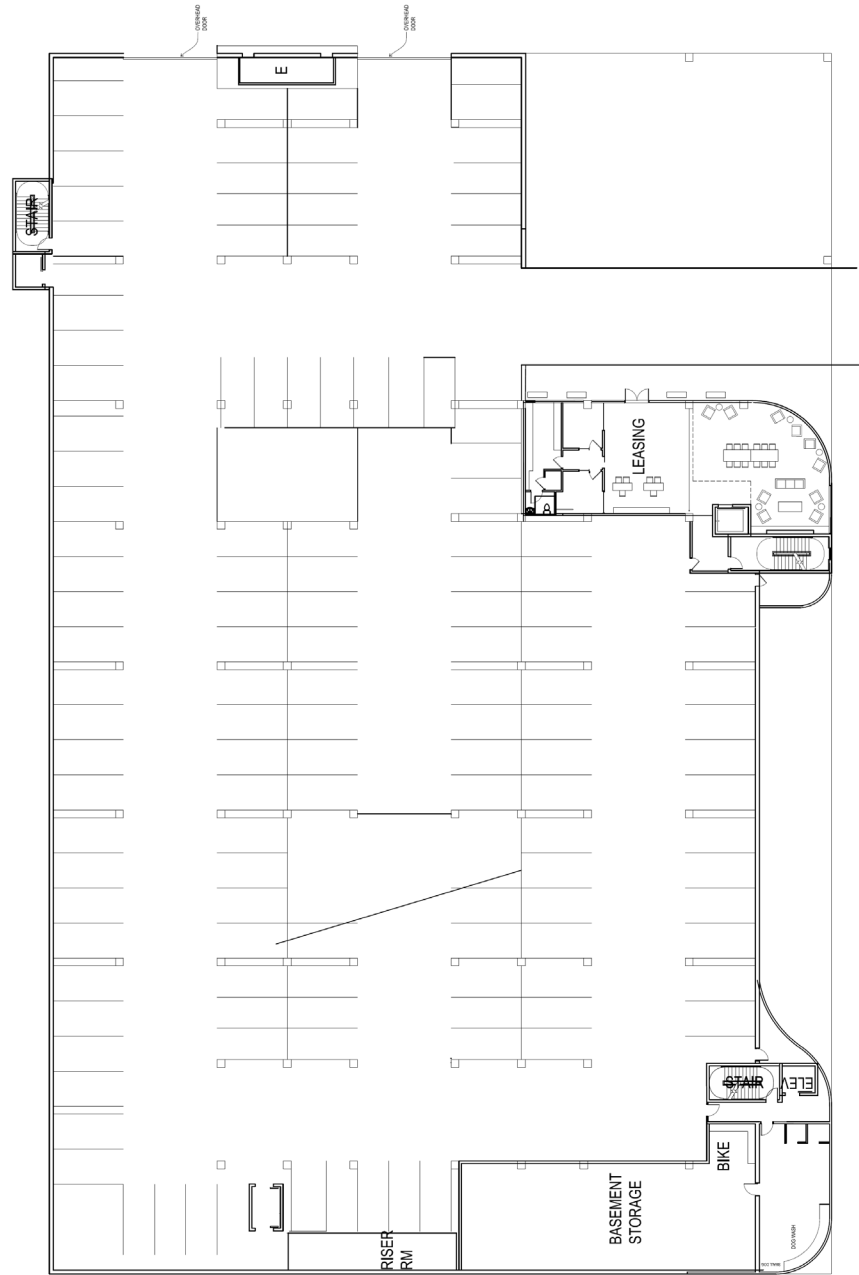




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ARCHITECTURE
1233 SOUTH WEST BLVD
KANSAS CITY, MO 64105
816.286.5025
WWW.SAARCH.COM
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A New Residential Development at:
The Hudson
3600 Rainbow Blvd
Kansas City, KS

RELEASE LOG
DATE: 12/02/21
DRAWN BY: JAC
PROJECT NO: 2020-03
SHEET NAME: 39
DRAWING NO: 39



Lower Level Parking
Scale: 1/8" = 1'-0"



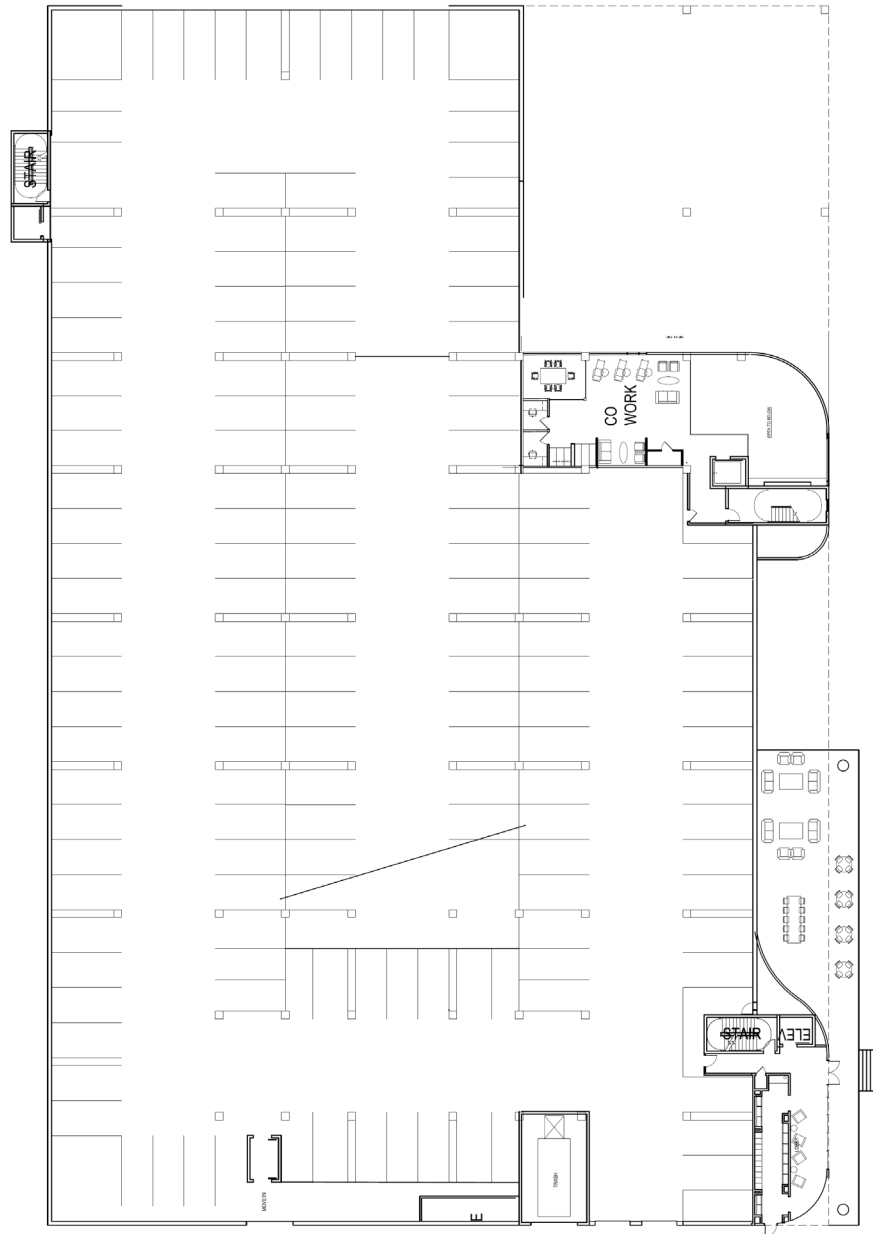
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KANSAS CITY, MO 64108
816.255.5025
WWW.SA-ARCH.COM

A New Residential Development at:
The Hudson
3600 Rainbow Blvd
Kansas City, KS

RELEASE LOG

DATE: 11.18.2021
DRAWN BY: JAC
PROJECT NO.: 20193
SHEET NAME:

DRAWING NO.:



Upper Level Parking
Scale: 1/8" = 1'-0"

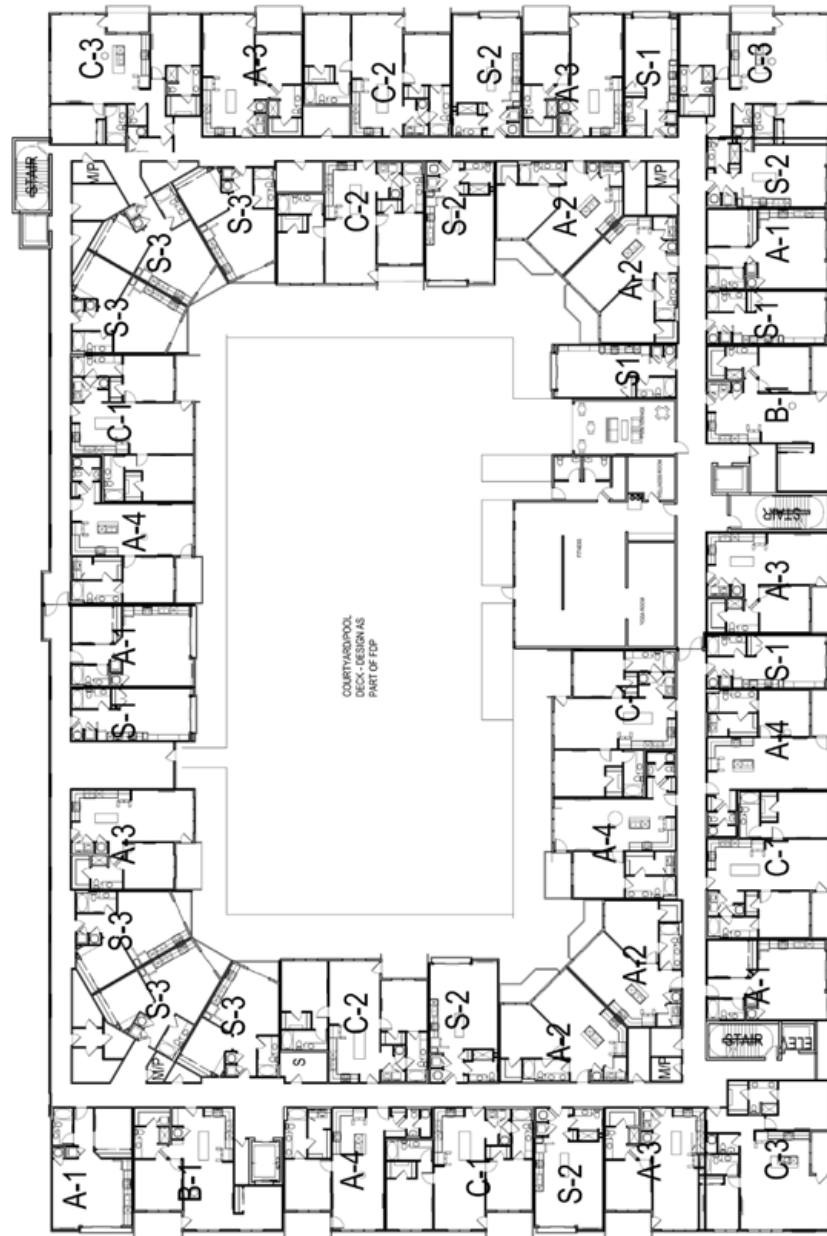


A New Residential Development at
The Hudson
3600 Rainbow Blvd
Kansas City, KS

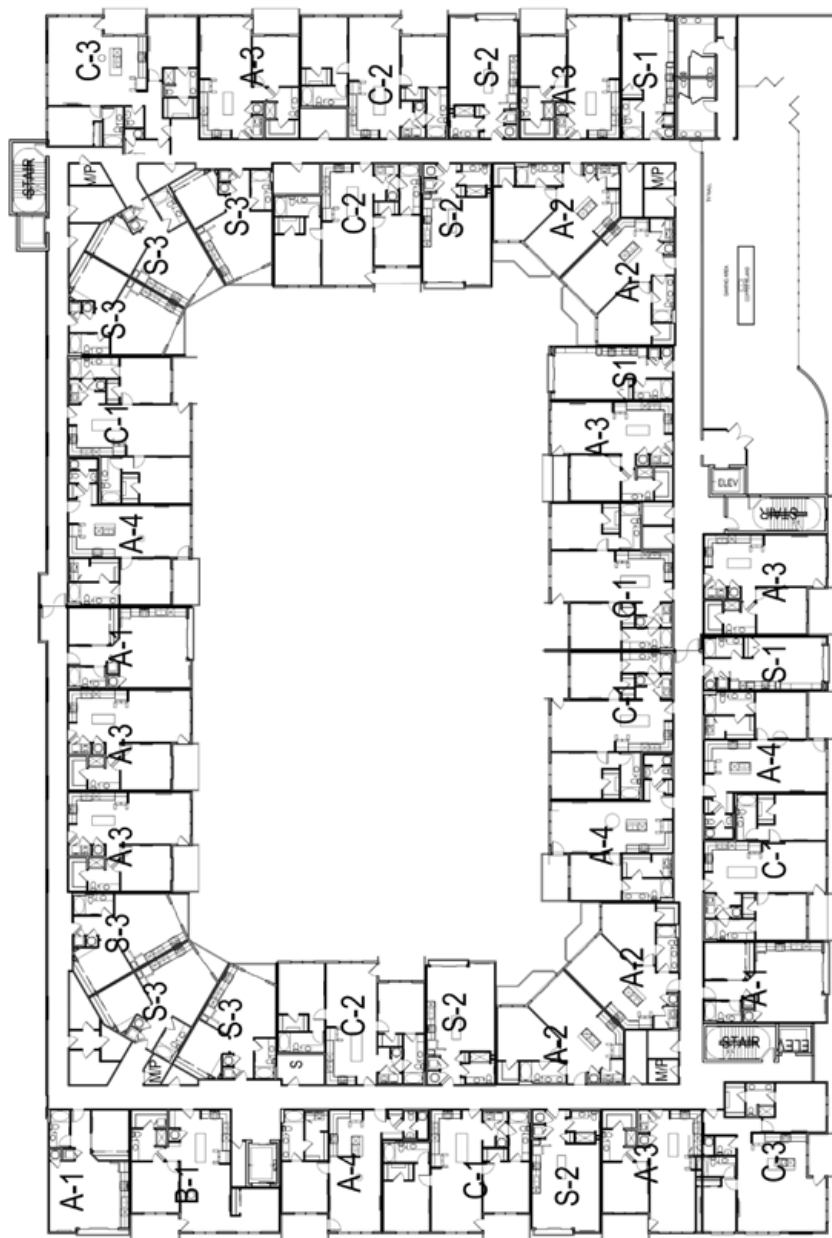
RELEASE LOG

DATE	October 18, 2001
PROJECT NO.	20043
SHEET NAME	

CHANGING PAGE

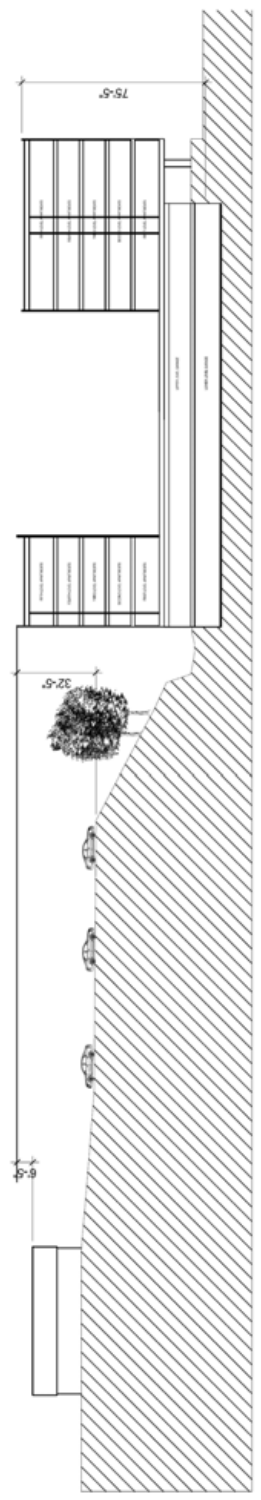
A202
CHUANGING NO.

1st Floor Plan
Scale: $\frac{1}{8}" = 1'-0"$

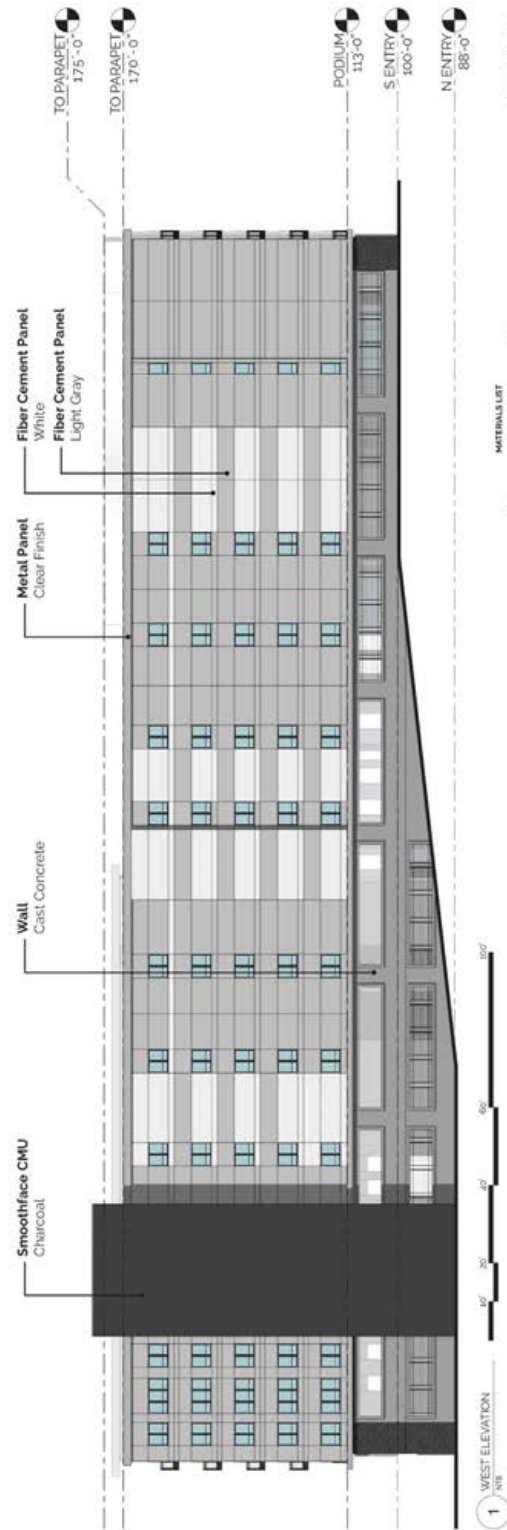
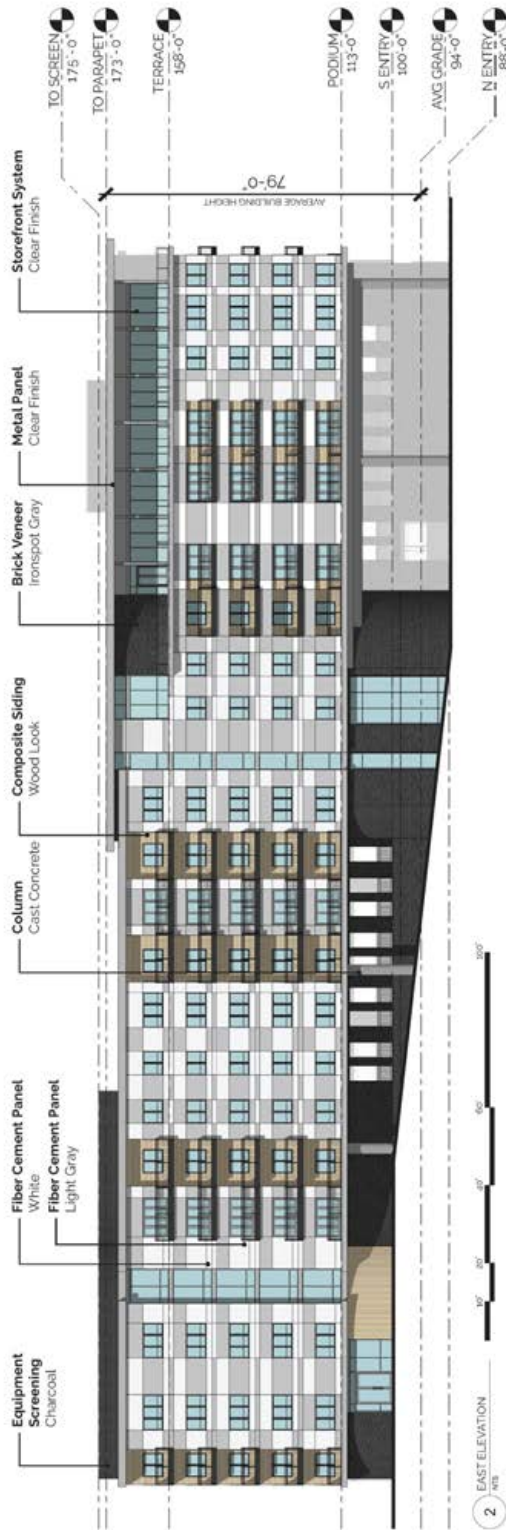


5th Floor Plan
Scale $\frac{1}{8}" = 1'-0"$

Site Section
 Scale 1/8" = 1'-0"



A New Residential Development at:
The Hudson
 3600 Rainbow Blvd
 Kansas City, KS

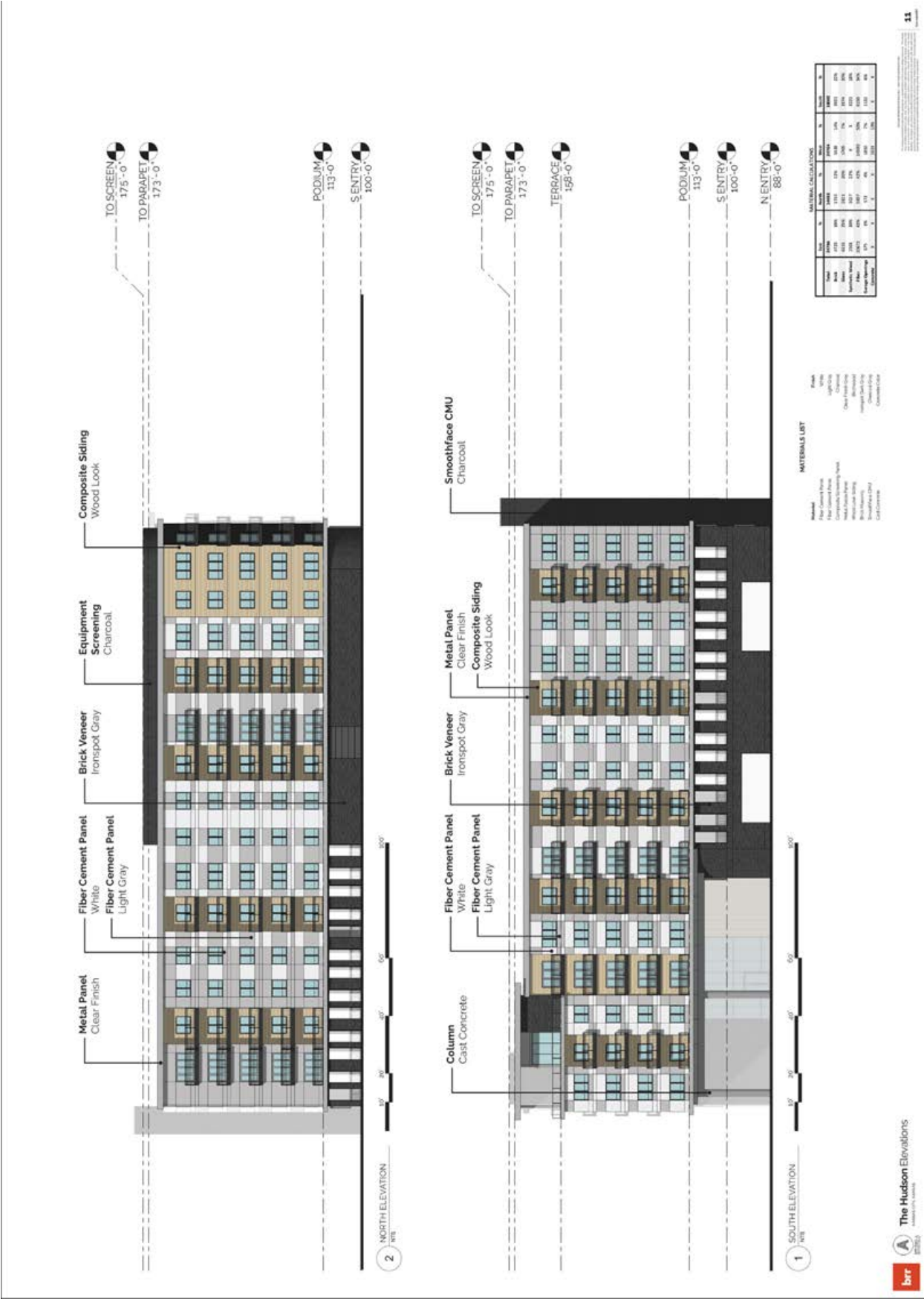


MATERIALS LIST

Material	Finish	Area (sq ft)	Volume (cu ft)	Weight (lb)
Equipment Screening	Charcoal	1,200	1.2	1,200
Fiber Cement Panel	White	1,200	1.2	1,200
Fiber Cement Panel	Light Gray	1,200	1.2	1,200
Column	Cast Concrete	1,200	1.2	1,200
Composite Siding	Wood Look	1,200	1.2	1,200
Brick Veneer	Ironspot Gray	1,200	1.2	1,200
Metal Panel	Clear Finish	1,200	1.2	1,200
Storefront System	Clear Finish	1,200	1.2	1,200

MATERIALS CALCULATIONS

Material	Area (sq ft)	Volume (cu ft)	Weight (lb)
Equipment Screening	1,200	1.2	1,200
Fiber Cement Panel	1,200	1.2	1,200
Fiber Cement Panel	1,200	1.2	1,200
Column	1,200	1.2	1,200
Composite Siding	1,200	1.2	1,200
Brick Veneer	1,200	1.2	1,200
Metal Panel	1,200	1.2	1,200
Storefront System	1,200	1.2	1,200





1 NORTH-EAST PERSPECTIVE



1 SOUTHEAST PERSPECTIVE
RHS





1 COURTYARD PERSPECTIVE
04/21

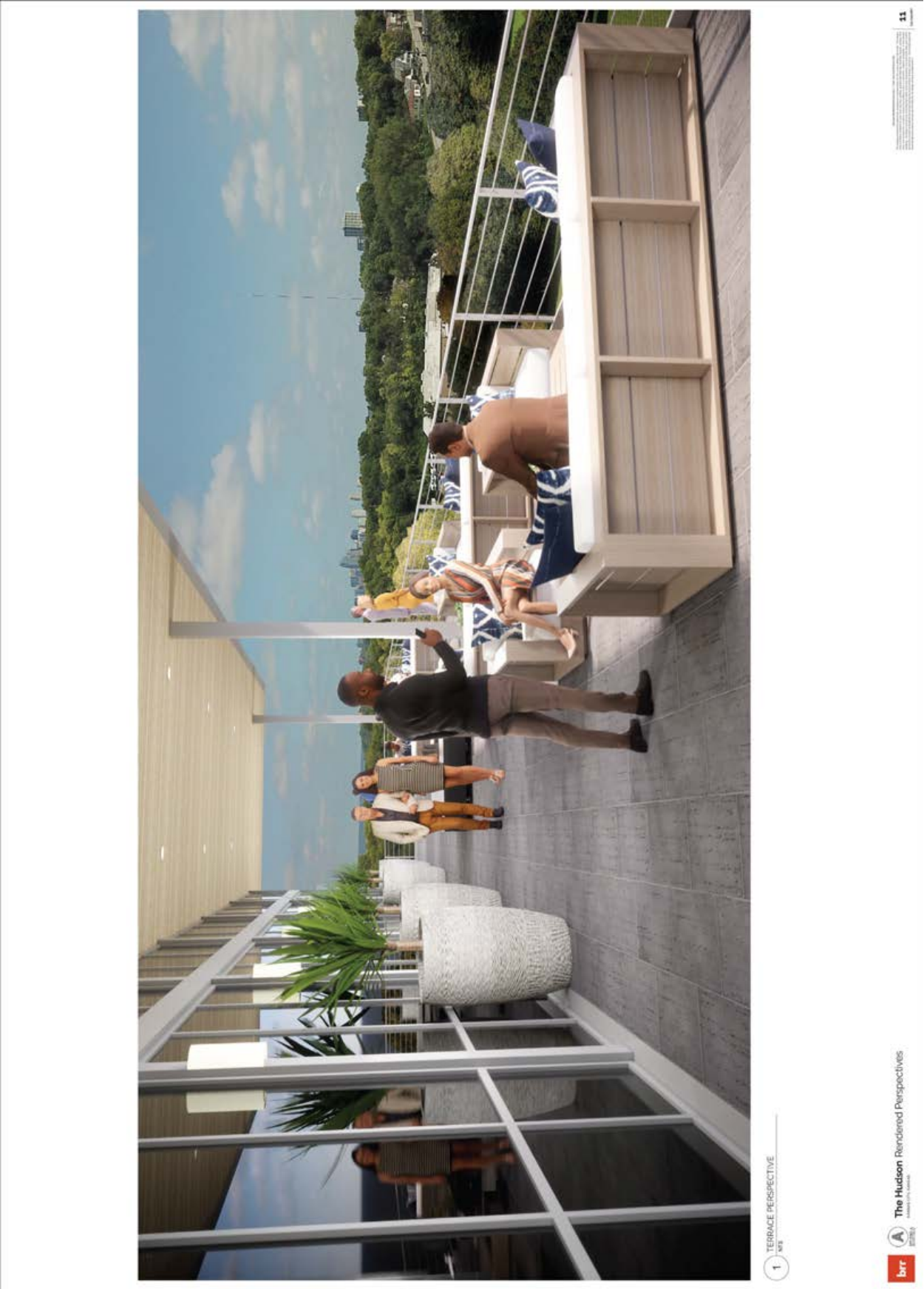




Figure 4. Site Photograph of 3600 Rainbow Boulevard looking north (provided by Planning Staff).



Figure 5. Site Photograph of 3600 Rainbow Boulevard looking northwest (provided by Planning Staff).



Figure 6. Site Photograph of 3600 Rainbow Boulevard looking north (provided by Planning Staff).



Figure 7. Site Photograph of 3600 Rainbow Boulevard looking northeast (provided by Planning Staff).



Department of Planning + Urban Design

Unified Government of Wyandotte County • Kansas City, Kansas

701 N 7th Street, Suite 423
Kansas City, Kansas 66101
www.wycokck.org/planning

Phone: (913) 573-5750
Fax: (913) 573-5796
Email: planninginfo@wycokck.org

To: Unified Government Board of Commissioners

From: Planning and Urban Design Staff

Date: December 2, 2021

Re: Change of Zone Petition COZ2021-035

GENERAL INFORMATION

Applicant:
Maricela Zamora

Status of Applicant:
Property Owner
449 North 86th Street
Kansas City, Kansas, 66112

Requested Actions:
Approval of a Change of Zone

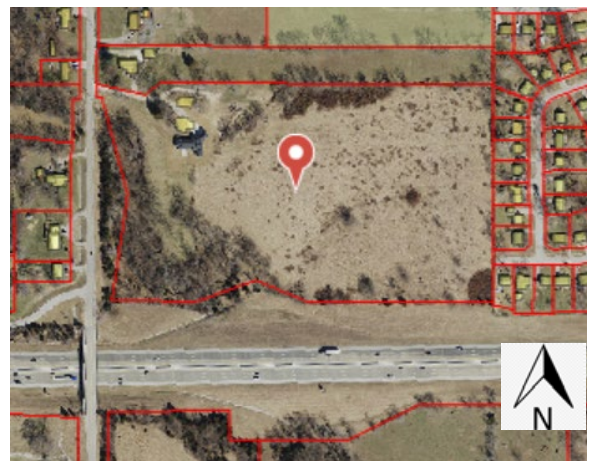
Date of Application:
September 23, 2021

Purpose:
To change the zoning district from R-1 Single Family District to AG Agricultural District.

Property Location:
449 North 86th Street
Kansas City, Kansas, 66112

Commission Districts:
Commissioner At Large: Melissa Bynum
District #7 Commissioner: Jim Walters

Existing Zoning: R-1 Single Family District



Adjacent Zoning:	North: R-1 Single Family District South: R-1 Single Family District East: R-1 Single Family District West: R-1 Single Family District and AG Agricultural District
Adjacent Uses:	North: Single Family Residence South: Single Family Residence Vacant Land East: Single Family Residences West: Vacant Lot – Agricultural Use Single Family Residences
Total Tract Size:	19.64 Acres
Master Plan Area:	The Subject Property is within the City-Wide Master Plan.
Master Plan Designation:	The City-Wide Master Plan designates this Property as Low-Density Residential. These areas are comprised of detached single-family residences, institutional uses such as schools and churches, libraries, and open space. Discouraged uses include medium and high-density residential, industrial, car lots, adult oriented businesses, and business parks.
Major Street Plan:	The City-Wide Master Plan designates North 86 th Street as a Class C Throughfare Major Street. The Adjacent Interstate I-70 is classified as a Highway or Freeway.
Parking Requirement:	R-1 District (current zoning): Section 27-454(e) requires two (2) off-street parking spaces premises for each single-family dwelling, one (1) of which shall be a garage or carport. AG District (proposed zoning): Section 27-452(e) requires two (2) off-street parking spaces for each single-family dwelling. The existing single-family home on the subject property has three (3) garage spaces and additional driveway parking.
Advertisement:	<u>The Wyandotte Echo</u> – October 14, 2021 Letters to Property Owners – October 16, 2021 and November 22, 2021
Public Hearings:	November 8, 2021 and December 2, 2021
Public Support:	None to date.

Public Opposition: None to date.

PROPOSAL

Detailed Outline of Requested Action: The Applicant, Maricela Zamora, is requesting a Change of Zone for the subject property at 449 North 86th Street. The Applicant is requesting a Change of Zone from R-1 Single Family District to AG Agricultural District. The Change of Zone has been requested so that the applicant may begin utilizing the land for farming activities and for its associated accessory structures for farming equipment storage.

City Ordinance Requirements: Article VIII Sections 27-340 – 27-765 and Article VII Sections 27-454 – 27-457, Sections 27-592 – 27-606.

FACTORS TO BE CONSIDERED

1. Neighborhood character.

The neighborhood is rural in character. Lots have mature trees and homes have large yards with medium to deep lot depths and many sit on multiple acres. There streets are mostly asphalt and driveways are often gravel or concrete, long, and winding to homes or outbuildings. Roads do not have curbs, gutters, or sidewalks. Parcels in the area are as small as 0.5 acre or as large as ~42 acres, with typical sizes of 0.75-2 acres. Stoney Point Park is three (3) parcels North, and towards the West lie larger acreage parcels with single-family homes with remote driveways, wooded areas, and ponds. On the rear of the property and to the East lies the Stoney Point Subdivision. Interstate I-70 borders the property to the south with an expansive and heavily wooded Right of Way buffering the property.

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

The subject property is surrounded by a majority of R-1 Residential Zoning Districts. There are a limited number of properties zoned as AG Agricultural Zoning District. Surrounding homes are seen with large gardens, large accessory structures for boats, chickens, recreational vehicles, etc. Residential properties in this area are commonly mid-century ranch style or split-level homes on lots with mature trees.

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

Per Section 27-452 (a), the "purpose of the AG Agricultural District is to provide for those areas on the periphery of the city where agriculture is the predominate land use. It is designed to protect agriculture from premature or disorderly intrusion by urban land uses, and as a holding zone for properties where more

intense urban development is not yet feasible” and per Section 27-452(b) permitted uses include single-family dwellings, agricultural use, public parks, etc. As is, the current zoning does not allow for extensive livestock or agricultural activities without additional steps such as obtaining a Special Use Permit or Variance. Removing the restrictions when converting from R-1 to AG is unlikely to negatively affect the subject property or nearby properties as there is substantial acreage and woodlands to screen agricultural activity from neighboring properties.

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

The property is not currently vacant. The Applicant built a new home on the property in 2019.

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.*

There is minimal public gain as the ability to farm privately-owned residential acreage would provide only for private gain. The subject property already exists within a built environment of similar aesthetics and the request would not substantially or permanently injure the appropriate use, visual quality, or marketability of nearby neighboring property.

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

The proposed Change of Zone usage would not be determined to have any impact or change on traffic in a way that would adversely affect road capacity, safety, or parking. The subject property has substantial acreage to accommodate the storage or operation of farm implements. These implements are typically seasonable in use and would ostensibly remain on the property as the applicant desires to provide an outbuilding for their storage rather than frequent travel down publicly accessible roadways.

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

The City-Wide Master Plan indicates Low-Density residential desired uses are for single-family residences, parks, open space, and institutional uses. Discouraged uses include industrial uses, business parks, adult-oriented businesses, night clubs, and medium and high-density residences. The property currently has a single-family residence, and no proposed uses are discouraged by the City-Wide Master Plan, giving the proposed Change of Zone to AG Agriculture District and associated usage a high degree of continued conformance.

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

The applicant is not proposing any new structures currently, however, the rezone allows for future construction of accessory structures, ostensibly allowing for construction, which may cause an environmental disturbance although it should be considered limited and temporary. There should be little to no long-term negative environmental impact due to construction. The agricultural activity ostensibly would assist in the upkeep of the subject property due to its acreage and expansive space if done under the guideline set forth by the Conservation District and proper agriculture practice.

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

a. *Water service*

Water Service is provided by BPU.

b. *Sanitary sewer service*

Sanitary sewer is provided by public sewer.

c. *Storm water control*

There are multiple stormwater control points on the property.

d. *Police*

Police service is provided by West Patrol, District #222.

e. *Fire*

Fire service is provided by Station #19.

f. *Transit*

The subject property receives bus service via Route #101 at the intersection of North 86th Street and State Avenue, 0.2 miles away.

g. *Schools*

Education is provided by Kansas City, Kansas USD #500.

h. *Streets*

See item #6 above.

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

The economic impact on the community is negligible, as the property is a private residence, and any agricultural activity usage will also be for private use.

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

The subject property conforms to the proposed AG Agriculture District. It is of the required acreage exceeds the guidelines of five (5) acres and the existing dwelling conforms to the zoning requirements of Section 27-452. Future structures would be subject to the ordinance requirements in their construction as permitted.

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

There is negligible impact or gain to public health, safety, or welfare. The dwelling structure is already in existence. There is negligible gain for the proposed use is for private use only.

RELATED ENFORCEMENT AND ACTION ITEMS

Noise or Disturbance Complaints:

1. The current property owner has received no noise or disturbance complaints.

Building or Code Enforcement Complaints:

1. The current property owner has received several abatement related cases, however these citations were within two weeks of purchasing the property.
2. Case 19225-04912 – Abatement – Construction Related Debris - Closed

Outstanding or Related Permits and Cases:

1. The current property owner has no outstanding Building Permits.
2. The current property owner has no outstanding Code Inspection Cases

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on October 25th, 2021 by via email and/or phone call. Attached is the list of persons who attended the meeting, minutes, affidavit and/or submitted comments to the applicant.

KEY ISSUES

Screening and Buffering
Agriculture Uses (noise, odor, dust)
Neighborhood Character
Zoning
Land Use

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 8 to 0 to recommend **APPROVAL** of Change of Zone COZ2021-035, subject to:

1. Any accessory dwellings erected shall be for a permitted accessory use only. Any usage such as storage of construction or building materials, automotive-related use, etc., shall require a separate Special Use Permit.
2. The existing tree strand and drainage channel on the southwest corner of the property shall be maintained.
3. A landscape buffer shall be planted along the west of the property where the property borders the Stoney Point Trails Subdivision. Contact the Conservation District for guidance.
4. A landscape buffer shall be planted along the southwestern property line where the property meets the easement of Interstate I-70. Contact the Conservation District for guidance.
5. A conservation plan was not evaluated for livestock use and shall be obtained prior to the introduction of livestock onto the property.
6. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper.
7. Any property owner or business owner keeping fowl or livestock animals as described in Section 27-593, or any other animal related activity as described in Section 27-593, is required to comply at all times with all the requirements of Chapter 7 and Chapter 27 of the Ordinance. This shall include all ordinance sections that relate to: the care, feeding, and keeping of animals; the proper housing, shelter, and restraint of animals from roaming at large; access to proper veterinary care; the operation and maintenance of land, property, and any building or structure related to animal keeping. The permit holder and the property owner are responsible to register any animal keeping activity with Kansas City, Kansas Animal Services, and to maintain annually that registration, and to arrange and participate in annual property and animal inspections with Kansas City, Kansas Animal Services.
8. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an

existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspecton@wycokck.org to confirm if they need a building permit, and if so must take it upon themselves to initiate the building permit process accordingly.

9. Site improvements that include land disturbance activity on greater than one (1) acre of surface area of land shall require a land disturbance permit issued by the Unified Government and shall be compliant with all applicable local ordinances and State Statutes and Regulations (Article XIV, Sec. 8-610 through Sec. 8-618). Land disturbance fees shall be processed by UG Public Works during the Land Disturbance/Site Development application. The Land Disturbance permit and all applicable Public Works permits can be obtained from the Public Works Department, 701 North 7th Street, Kansas City, KS 66101, (913) 573-5700. With the issuance of the Land Disturbance Permit, a grading permit is required and issued by the Building Inspections Division, Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102, (913) 573-8620.

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION

Staff recommends that the Board of Commissioners **APPROVE** case **COZ2021-035** subject to all comments and suggestions outlined in this staff report, and the conditions of the City Planning Commission.

ATTACHMENTS

November 8, 2021 City Planning Commission Minutes
Aerial Imagery
Zoning Map
Land Use Map
Building Blocks Report
Conservation District Letter
Staff Site Visit Photos Dated October 26, 2021

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>Board of Commissioners</u>
Public Hearing		
Rezoning	November 8, 2021	December 2, 2021
	Approval	

STAFF CONTACT: **Kallie McLaughlin**
kdmclaughlin@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition COZ2021-035 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 COZ2021-035, as it is not in compliance with the City Ordinances and as it will not promote the health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

November 8, 2021 City Planning Commission Minutes:

Hearing starts at 1:46:55:

CHANGE OF ZONE APPLICATION COZ2021-035 – MARICELA ZAMORA -

SYNOPSIS: Change of Zone from R-1 Single Family District to A-G Agriculture District to build accessory structures and farming activity at 449 North 86th Street.

Detailed Outline of Requested Action: The Applicant, Maricela Zamora, is requesting a Change of Zone for the subject property at 449 North 86th Street. The Applicant is requesting a Change of Zone from R-1 Single Family District to AG Agricultural District. The Change of Zone has been requested so that the applicant may begin utilizing the land for farming activities and for its associated accessory structures for farming equipment storage.

City Ordinance Requirements: Article VIII Sections 27-340 – 27-765 and Article VII Sections 27-454 – 27-457, Sections 27-592 – 27-606.

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 November 8, 2021;
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; and
7. The Notices to property owners.

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

Present in Support:

- Juan Pardo, representing his wife, the applicant, 449 North 86th Street, Kansas City, Kansas 66112

Present in Opposition:

- No one appeared

Staff Recommendation starts at 1:49:09: Planning Director Hand stated that the request is for a Change of Zone from R-1 Single Family District to A-G Agriculture District for an approximately 20 acre property, which meets the parcel size requirement of the agriculture zone district. The property is in the mid-town area and is not within an Area Master Plan. Staff added their standard conditions of approval related to accessory structures. Any structures can only be used for storage of equipment to maintain the land or for agricultural purposes. Another condition of approval is that the property is screened to the east to buffer the adjacent single-family subdivision from any agricultural uses. Additional landscaping and screening is required along the southern property line to buffer any agricultural uses and potential dust from I-70. Director Hand stated that there is a tree stand on the southeastern portion of the property that the Staff has conditioned be preserved to support drainage. If livestock is planned for the property, which is an allowed use, Staff has conditioned that a conservation plan is requested from the Wyandotte County Conservation District. Staff has received no letters in support nor opposition and there are no Notices of Violation. Staff recommends approval, subject to the conditions in the staff report.

Motion and Vote starts at 1:52:15:

On motion by Mr. Miller, seconded by Ms. Pauley, the Planning Commission voted as follows to recommend **APPROVAL** of **Change of Zone Application COZ2021-035:**

Carson	Chairman
Jones	Aye
Miller	Aye
Mohler	Aye
Pauley	Aye
Armstrong	Aye
Connelly	Aye
Ernst	Aye
Hill	Aye
Huey	Not Present

Motion to recommend APPROVAL Passed: 8 to 0
Subject to:

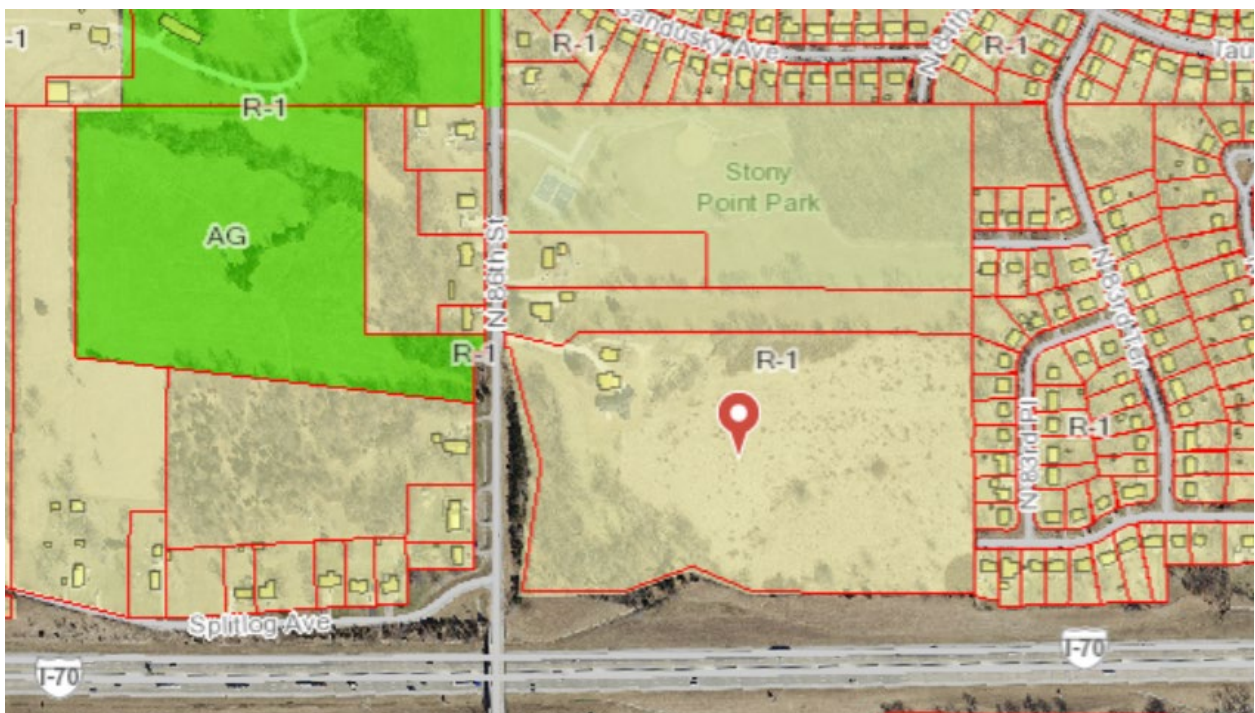
1. Any accessory dwellings erected shall be for a permitted accessory use only. Any usage such as storage of construction or building materials, automotive-related use, etc., shall require a separate Special Use Permit.
2. The existing tree strand and drainage channel on the southwest corner of the property shall be maintained.
3. A landscape buffer shall be planted along the west of the property where the property borders the Stoney Point Trails Subdivision. Contact the Conservation District for guidance.
4. A landscape buffer shall be planted along the southwestern property line where the property meets the easement of Interstate I-70. Contact the Conservation District for guidance.
5. A conservation plan was not evaluated for livestock use and shall be obtained prior to the introduction of livestock onto the property.
6. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper.
7. **Any** property owner or business owner keeping fowl or livestock animals as described in Section 27-593, or any other animal related activity as described in Section 27-593, is required to comply at all times with all the requirements of Chapter 7 and Chapter 27 of the Ordinance. This shall include all ordinance sections that relate to: the care, feeding, and keeping of animals; the proper housing, shelter, and restraint of animals from roaming at large; access to proper veterinary care; the operation and maintenance of land, property, and any building or structure related to animal keeping. The permit holder and the property owner are responsible to register any animal keeping activity with Kansas City, Kansas Animal Services, and to maintain annually that registration, and to arrange and participate in annual property and animal inspections with Kansas City, Kansas Animal Services.
8. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspecton@wycokck.org to confirm if they need a building permit, and if so must take it upon themselves to initiate the building permit process accordingly.
9. Site improvements that include land disturbance activity on greater than one (1) acre of surface area of land shall require a land disturbance permit issued by the Unified Government and shall be compliant with all applicable local ordinances and State Statutes and Regulations (Article XIV, Sec. 8-610 through Sec. 8-618). Land disturbance fees shall be processed by UG Public Works during the Land Disturbance/Site Development application. The Land Disturbance permit and all applicable Public Works permits can be obtained from the Public Works Department, 701 North 7th Street, Kansas City, KS 66101, (913) 573-5700. With the

issuance of the Land Disturbance Permit, a grading permit is required and issued by the Building Inspections Division, Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102, (913) 573-8620.

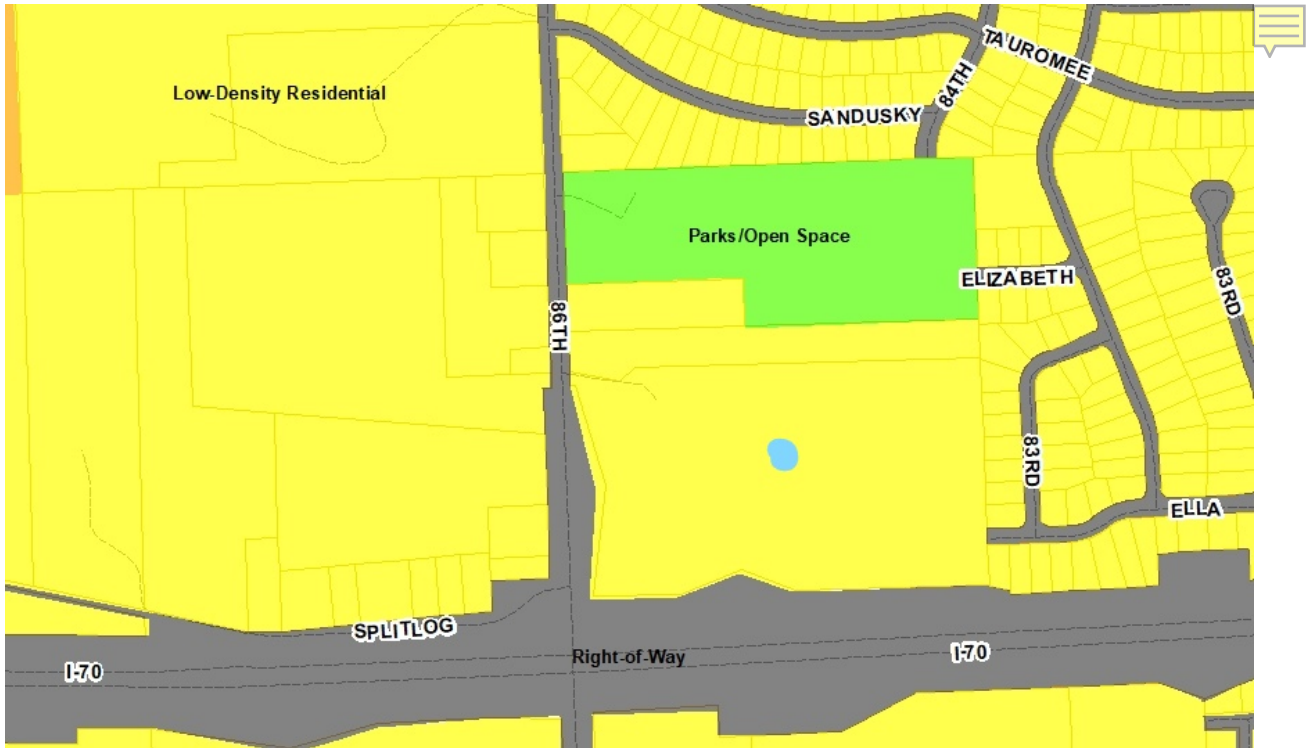
AERIAL IMAGERY



ZONING MAP



LAND USE MAP



BUILDING BLOCKS REPORT

Code Enforcement Case (14)				
	Case No	Date	Status	Type
+	19300-05740	09/19/2019	Closed	Abatement
+	18505-00586	12/10/2018	Closed	QRTT

Police Case (17)			
	Number	Date	Type
	2020-00035748	03/31/2020	Suspicious Crowd/Activity
	2019-00062208	06/23/2019	Animal Complaint
	2019-00056201	06/06/2019	Eviction of Court Order
	2019-00015426	02/15/2019	Suspicious Crowd/Activity

CONSERVATION DISTRICT LETTER



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

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

October 12, 2021

RE: COZ2021-035 Maricela Zamora R-1 single family to A-G for structure and farming
at 449 North 86th Street

Dear Mr. Hand:

The Wyandotte County Conservation District has completed an environmental review of
the: COZ2021-035 Maricela Zamora R-1 single family to A-G for structure and farming at
449 North 86th 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)
Dwellings and Small Commercial Buildings
Soil Features

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

- There are three major soil types identified: Ladoga silt loam, 3 to 8 percent slopes, Armster clay loam, 8 to 12 percent slopes, eroded and Knox silt loam, 7 to 12 percent slopes. These soil types are considered highly erodible when the surface is denuded of a protective cover.
- We did not receive any farming plans for this property. It appears that the area is well managed and erosion is not a factor. The area has some woodland that could be managed for woodland production. There are programs available for timber stand improvement. Contact our office if interested for more information.

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.

STAFF SITE VISIT PHOTOS DATED OCTOBER 26, 2021















Planning and Urban Design

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: Planning and Urban Design Staff

Date: December 2, 2021

Re: Change of Zone COZ2021-036

GENERAL INFORMATION

Applicant:
Doug Strand

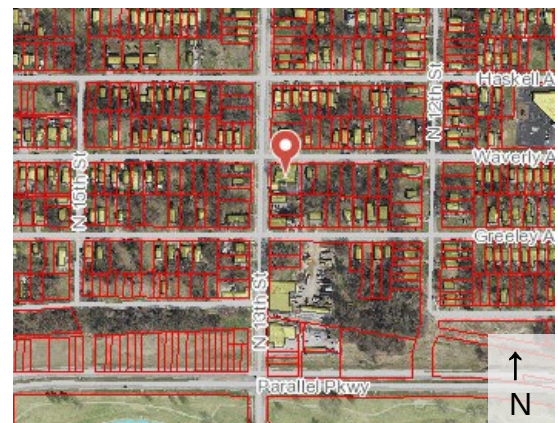
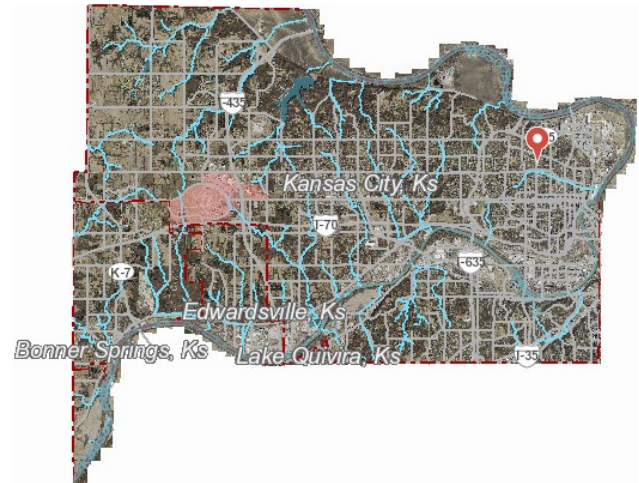
Status of Applicant:
Homeowner
2307 Northeast 44th Street
Kansas City, Missouri 64116

Requested Actions:
Approval of a Change of Zone.

Date of Application:
July 30, 2021

Purpose:
To change the zoning district from C-0 Nonretail Business District to RP-2 Planned Two-Family District.

Property Location:
2211 North 13th Street
Kansas City, Kansas 66104



Commission Districts:	Commissioner At Large: Melissa Bynum District #1 Commissioner: Gayle Townsend
Existing Zoning:	C-0 Nonretail Business District
Adjacent Zoning:	North: R-2 Two-Family District South: R-1 Single-Family District East: R-2 Two-Family District West: R-2 Two-Family District
Adjacent Uses:	North: Single-family residence South: Single-family residence East: Single-family residence West: Single-family residence
Total Tract Size:	0.35 Acre
Master Plan Area:	The subject property is within the Northeast Area Master Plan.
Master Plan Designation:	The Northeast Area Master Plan designates this property as Neighborhood Mixed Use. The Neighborhood Mixed Use land use designation is generally designated along corridors that include a mix of single-family houses, apartment buildings, small commercial buildings, and mixed-use buildings. These areas should be walkable with wide sidewalks, landscape buffer areas, street trees and accommodates for cyclists and transit. Buildings should be built up to the street for form a consistent street frontage. Single-family houses, townhomes, duplexes, low-rise apartments, small commercial retail and office buildings, mixed-use buildings, and institutional buildings are all building types allowed in Neighborhood Mixed Use.
Major Street Plan:	The Major Street Plan designates North 13 th Street as a Collector Street. The Major Street Plan designates Waverly Avenue as a Local/Neighborhood Street.
Required Parking:	C-0 District (current zoning): Section 27-463(e) requires paved off-street parking at a ratio of not less than four (4) spaces per 1,000 square feet of floor area in the building in a C-0 District. The primary building has a footprint of 2,360 square feet, excluding the attached garage. Therefore, the subject property requires 10 parking spaces, one (1) of which must be ADA-compliant per Section 27-676.

RP-2 District (proposed zoning): Section 27-454(e), via Section 27-456(b)(1), requires that two (2) off-street parking spaces shall be provided on the premises for each single-family dwelling under the R-1 District standards, at least one (1) of which shall be in a garage or carport. The subject property features an attached, enclosed garage, which provides at least one (1) parking space. The attached garage accesses North 13th Street by a paved driveway, which provides at least one (1) outside parking space. The proposed variances will not affect parking spaces.

Advertisement: The Wyandotte Echo – October 14, 2021
Letters to Property Owners – October 15, 2021 and November 22, 2021

Public Hearings: November 8, 2021 and December 2, 2021

Public Support: None to date.

Public Opposition: None to date.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Doug Strand, is requesting a Change of Zone for the subject property at 2211 North 13th Street from C-0 Nonretail Business District to RP-2 Planned Two-Family District. The applicant is rehabilitating a legal non-conforming, one (1)-story building that was formerly used for non-retail offices in order to operate single-family residence. The proposed single-family residential use under the requested Change of Zone has triggered several zoning code violations that are being addressed simultaneously in Appeal BOZA2021-029.

City Ordinance Requirements: Article VI, Sections 27-196 – 27-216

Code Enforcement History: There are no outstanding Notices of Violation attached to this property. The subject property has been previously cited by Property Maintenance Compliance:

- May 2, 2016 – Other Multiple Violations
- October 5, 1999 – Environmental: Weeds

FACTORS TO BE CONSIDERED

1. The character of the neighborhood.

The subject property is within the Northwest Statistical Neighborhood and is not within a Neighborhood Group. The neighborhood features several zoning districts. Along North 13th Street and in the blocks to the east it is almost exclusively zoned R-2, while to the west of North 13th Street most of the zoning is

R-1. There are some higher-density and higher-intensity uses in the few blocks immediately north of Parallel Parkway, including some parcels zoned RP-5 and a swatch of industrially zoned parcels.

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

While the majority of the parcels on the block and along North 13th Street are zoned R-2, the parcel to the immediate south of the subject property is zoned R-1 and the parcel to the south of that adjacent parcel is zoned C-0. Rezoning to the RP-2 District will be consistent with the vast majority of the surrounding parcels. The use, however, is a single-family residence, which is consistent with the majority of the uses on the block.

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 subject property is on a block and is part of a neighborhood with a unique situation: the majority of the parcels are zoned R-2 (and therefore could have a duplex by right), but the majority of the uses are single-family residences. Similarly, the subject property is proposed to be rezoned to RP-2 but will also be used for a single-family residence. The proposed rezoning will not detrimentally affect the nearby properties because not only is each of the nearby properties in the same situation, but each of those properties' neighborhoods could convert to or construct a duplex by right presently. Furthermore, a one (1)- or two (2)-family residence is less intense of a use than a non-retail office building is, which is the use currently allowed for the subject property.

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

It is unclear how long the property has been 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 C-0 District is the only commercial district in the Zoning Code that does not accommodate a residence in any way. Therefore, in order for the subject property to be rehabilitated and reused, a Change of Zone is necessary. As mentioned previously, a one (1)- or two (2)-family residence is a less intense use than a non-retail office. Downzoning to a less intense use will have positive effects on the neighborhood and will not substantially or permanently injure the appropriate use, visual quality or marketability of nearby property.

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

The proposed use will potentially decrease traffic, as the building will only be used by the applicant and their family and guests. It is reasonable to assert that such a use typically generates less traffic than a multi-tenant office building would generate, with the employees, customers, and other visitors coming and going during business hours for five (5) or more days per week.

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

The Northeast Area Master Plan designates this property as Neighborhood Mixed Use. The Northeast Area Master Plan designates this property as Neighborhood Mixed Use. The Neighborhood Mixed Use land use designation is generally designated along corridors that include a mix of single-family houses, apartment buildings, small commercial buildings, and mixed-use buildings. These areas should be walkable with wide sidewalks, landscape buffer areas, street trees and accommodates for cyclists and transit. Buildings should be built up to the street for form a consistent street frontage. Single-family houses, townhomes, duplexes, low-rise apartments, small commercial retail and office buildings, mixed-use buildings, and institutional buildings are all building types allowed in Neighborhood Mixed Use. The Change of Zone from C-0 to RP-2 will allow the subject property to have a single- or two-family residence, which is explicitly allowed under the Neighborhood Mixed Use description.

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

The building is pre-existing; the applicant is not proposing any more development at this time. Therefore, the proposed use will not cause any increased environmental harm. In fact, the submitted site plan proposes to remove the asphalt in the rear yard and replace it with grass. Such a proposal will increase permeable surfaces on the parcel and provide more vegetation. Therefore, the proposed use could enhance the environment of the subject property and the immediate area.

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

a. *Water service*

Water service is provided by BPU.

b. *Sanitary sewer service*

The subject property is served by sanitary sewer outlets and line on both North 13th Street and Waverly Avenue.

c. Storm water control

The subject property is not served by any storm water outlets or lines. The closest storm water line outlet is located two (2) blocks to the south on North 13th Street.

d. Police

Police service is provided by East District, #113.

e. Fire

Fire service is provided by Fire Station #5.

f. Transit

The subject property is 0.8 mile from eastbound and westbound routes on the Quindaro-Amazon (106) route.

g. Schools

Public education is provided by Bertram Caruthers Elementary School, Northwest Middle School, and Wyandotte High School, under Kansas City USD 500.

h. Streets

The property is accessible by North 13th Street to the west and by Waverly Avenue to the north.

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

The proposed Change of Zone and simultaneous variance requests will allow for a vacant building to be converted into a single-family property. The applicant, who currently does not live in Wyandotte County, will be able to reside in Kansas City and an additional parcel will be paying property taxes again. Furthermore, there will be no additional development or maintenance expenses to the Unified Government, as this development is within an established neighborhood and already has sufficient utility access and infrastructure.

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

The Change of Zone will result in several identifiable zoning code violations, all of which are being addressed either by the applicant's rehabilitation plans or by Appeal BOZA2021-029, which is being heard simultaneous to COZ2021-036.

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

Restoring a vacant property and adding an additional resident(s) to the community will be beneficial to the public health, safety, and welfare of the community. A corner lot will once again be occupied and will be in use at all times, as opposed to an office building that lay empty on nights and weekends. Therefore, the relative gain to the public health, safety, and welfare outweighs any possible hardship imposed on the individual landowner or landowners.

PREVIOUS ACTIONS

- COZ2021-036 is being heard simultaneously with BOZA2021-029, an appeal for three (3) projection and setback variances.

NEIGHBORHOOD MEETING

The applicant received calls and/or emails from the neighbors through October 18, 2021. Attached is the list of persons who attended the meeting, minutes, affidavit and/or submitted comments to the applicant (see the *Attachments* section of this report).

KEY ISSUES

Driveway Access
Historic Eligibility
Landscaping
Legal Non-Conformance
Setbacks
Site Design

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 8 to 0 to recommend **APPROVAL** of Change of Zone COZ2021-036 to **RP-2 Planned Two Family District**, subject to:

- 1) The current building was constructed in 1965, which makes the subject property eligible for historic status, so long as the exterior façade and footprint are maintained. Historic status could make the subject property eligible for historic preservation funding. Therefore, any proposed alterations to the exterior façade must be submitted to Staff as part of the review for Appeal BOZA2021-029 and Petition COZ2021-036;
- 2) All proposed exterior work, such as stabilizing the canopies, removing pavement, and landscaping, shall follow the submitted elevations and site plans;
- 3) The applicant must submit a revised site plan demonstrating a paved pedestrian access from the sidewalk on North 13th Street to the front door;

- 4) The sidewalks adjacent to the subject property along North 13th Street and Waverly Avenue must be repaired and maintained, especially at the access points along Waverly Avenue that will be closed or otherwise closed. The artistic renderings of the proposed site work and landscaping still show two (2) curb cuts and two (2) small driveway inlets adjacent to Waverly Avenue. The site plan, however, does demonstrate the removal of the driveways and the curb cuts. Therefore, future work shall comply with the site plan and the following conditions must be met:
 - a. Removal of all curb cuts that access Waverly Avenue,
 - b. Removal of all driveways that access such curb cuts (but excluding any paved area that shall remain as a patio),
 - c. Extension of the buffer between the sidewalk and the street, including reseeding with grass, and
 - d. Restoration of the sidewalk and repair of any portion damaged either by proposed work or general weathering;
- 5) The proposed use of the subject property is a single-family residence. Any commercial uses on the subject property will require a change of zone to a commercial (C-prefix) district;
- 6) This City Planning Commission case is being heard in conjunction with BOZA2021-029. The following are conditions for BOZA2021-029 and are stated here for reference only, as COZ2021-036 is solely for a Change of Zone from C-0 Nonretail Business District to RP-2 Planned Two-Family District:
 - a. Any proposed alterations to the exterior façade must be submitted to Staff as part of the review for Appeal BOZA2021-029 and Petition COZ2021-036;
 - b. All proposed exterior work shall follow the submitted elevations and site plans;
 - c. The sidewalks adjacent to the subject property along North 13th Street and Waverly Avenue must be repaired and maintained, especially at the access points along Waverly Avenue that will be closed or otherwise closed;
 - d. Any commercial uses on the subject property will require a change of zone to a commercial (C-prefix) district;
 - e. Any approval by the Board of Zoning Appeals of this case, and the conditions of approval contained herein, are contingent upon and shall only go into effect upon the approval of Petition COZ2021-036 by the Unified Government Board of Commissioners and upon any ordinance publications required by law;
 - f. No sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit;
 - g. All exterior lighting on the building must be hooded or controlled to direct light 90 degrees downward; and,
 - h. The applicant, contractors, subcontractors, and related third parties shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets and Retaining Walls, as applicable;

- 7) If the property will not be owner occupied, the applicant must keep a current annual Rental License;
- 8) Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the unified government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design to begin this process;
- 9) All exterior lighting on the building must be hooded or controlled to direct light 90 degrees downward. No light may cast light or glare off the property or onto the public street;
- 10) The applicant, contractors, subcontractors, and related third parties shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets and Retaining Walls, as applicable;
- 11) A building permit is required for a change of occupancy. Please contact the Building Inspection Division at (913) 573-8620 to begin that process; and,
- 12) Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper.

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of **COZ2021-036**, subject to all comments and suggestions outlined in this staff report, and the conditions of the City Planning Commission.

ATTACHMENTS

November 8, 2021 City Planning Commission Minutes
Aerial Map
Zoning Map
Land Use Map
Photos of the Property Provided by Staff, Dated October 15, 2021
Site Plan
Renderings
Elevations
Neighborhood Meeting Materials, Dated October 18, 2021

REVIEW OF INFORMATION AND SCHEDULE

Action
Public Hearing
Change of Zone

Planning Commission
November 8, 2021
Approval

Board of Commissioners
December 2, 2021

]

STAFF CONTACT:

Michael Farley
mfarley@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition **COZ2021-036** 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 **COZ2021-036**, as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

November 8, 2021 City Planning Commission Minutes:

Hearing starts at 1:53:15:

CHANGE OF ZONE APPLICATION COZ2021-036 – DOUGLAS STRAND -

SYNOPSIS: Change of Zone from C-O Non-Retail Business District to R-2 Two Family District for a single-family residence at 2211 North 13th Street.

Detailed Outline of Requested Action: The applicant, Doug Strand, is requesting a Change of Zone for the subject property at 2211 North 13th Street from C-0 Nonretail Business District to RP-2 Planned Two-Family District. The applicant is rehabilitating a legal non-conforming, one (1)-story building that was formerly used for non-retail offices in order to operate single-family residence. The proposed single-family residential use under the requested Change of Zone has triggered several zoning code violations that are being addressed simultaneously in Appeal BOZA2021-029.

City Ordinance Requirements: Article VI, Sections 27-196 – 27-216

Code Enforcement History: There are no outstanding Notices of Violation attached to this property. The subject property has been previously cited by Property Maintenance Compliance:

- May 2, 2016 – Other Multiple Violations
- October 5, 1999 – Environmental: Weeds

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 November 8, 2021;
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;
7. The Notices to property owners; and,
8. The testimony at the Board of Zoning Appeals meeting.

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

Present in Support:

- Douglas Strand, applicant, 2307 Northeast 44th Street, Kansas City, Missouri 64116

Present in Opposition:

- No one appeared

Staff Recommendation starts at 1:55:55: Planning Director Hand stated that this case is being heard in conjunction with variance BOZA2021-029, which was approved earlier this evening by the Board of Zoning Appeals. This request is a zone change from C-O Nonretail Business District to RP-2 Planned Two Family District. The planned zoning was recommended to match the surrounding properties, and to preserve the commercial character of this building in the future. Director Hand stated that the building is old enough, although Staff is not aware if it is eligible, for historic designation. He further stated that Staff is pleased that the applicant is proposing to keep the unique features of the building in their plans. In the conditions of approval, Staff requested the applicant repair the sidewalk, and remove one (1) of the two (2) curbs on Waverly and the curb rebuilt accordingly. He further stated that Staff requested a revised site plan that reflects these changes. Renderings were received, but the site plan has not been received; however, that can be accomplished at the building permit review at the Development Review Committee. Director Hand stated that one (1) additional condition of approval is that if any commercial use is proposed for the property a Change of Zone to a commercial district would be required. Staff has received no letters in support nor

opposition and there are old Notices of Violation that are not relevant to this proposal. Staff recommends approval, subject to the conditions in the staff report.

The Commission directed questions to staff.

Senior Counsel Waters stated that Change of Zone ordinances are published in the newspaper (and on the website) so there is a record of the action.

Mr. Shanks stated that the roof top units will be removed and replaced with a ductless mini-split.

Motion and Vote starts at 2:04:00:

On motion by Mrs. Jones, seconded by Mr. Connelly, the Planning Commission voted as follows to recommend **APPROVAL** of **Change of Zone Application COZ2021-036:**

Carson	Chairman
Jones	Aye
Miller	Aye
Mohler	Aye
Pauley	Aye
Armstrong	Aye
Connelly	Aye
Ernst	Aye
Hill	Aye
Huey	Not Present

Motion to recommend APPROVAL Passed: 8 to 0

Subject to:

- 1) The current building was constructed in 1965, which makes the subject property eligible for historic status, so long as the exterior façade and footprint are maintained. Historic status could make the subject property eligible for historic preservation funding. Therefore, any proposed alterations to the exterior façade must be submitted to Staff as part of the review for Appeal BOZA2021-029 and Petition COZ2021-036;**
- 2) All proposed exterior work, such as stabilizing the canopies, removing pavement, and landscaping, shall follow the submitted elevations and site plans;**
- 3) The applicant must submit a revised site plan demonstrating a paved pedestrian access from the sidewalk on North 13th Street to the front door;**
- 4) The sidewalks adjacent to the subject property along North 13th Street and Waverly Avenue must be repaired and maintained, especially at the access points along Waverly Avenue that will be closed or otherwise closed. The artistic renderings of the proposed site work and landscaping still show two (2) curb cuts and two (2) small driveway inlets adjacent to Waverly Avenue. The site plan, however, does demonstrate the removal of the driveways and the curb cuts. Therefore, future work shall comply with the site plan and the following conditions must be met:
 - a. Removal of all curb cuts that access Waverly Avenue,****

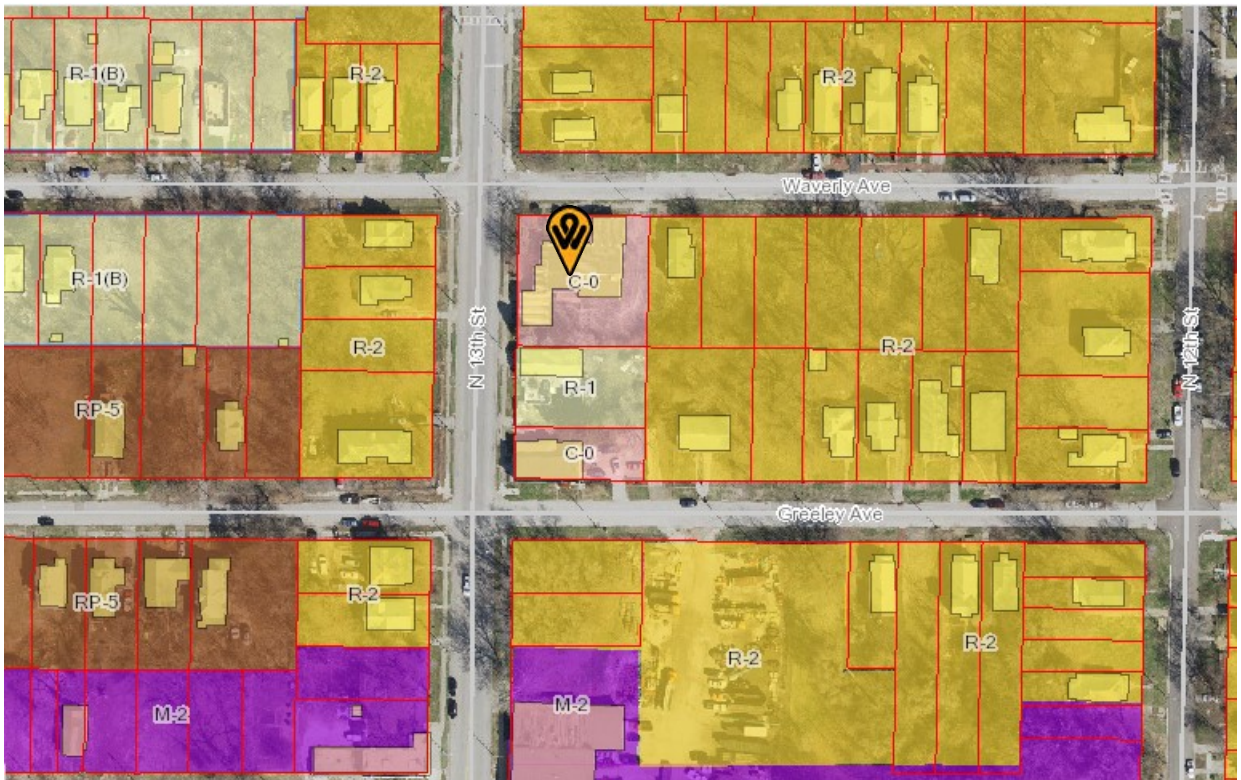
- b. Removal of all driveways that access such curb cuts (but excluding any paved area that shall remain as a patio),
 - c. Extension of the buffer between the sidewalk and the street, including reseeding with grass, and
 - d. Restoration of the sidewalk and repair of any portion damaged either by proposed work or general weathering;
- 5) The proposed use of the subject property is a single-family residence. Any commercial uses on the subject property will require a change of zone to a commercial (C-prefix) district;
- 6) This City Planning Commission case is being heard in conjunction with BOZA2021-029. The following are conditions for BOZA2021-029 and are stated here for reference only, as COZ2021-036 is solely for a Change of Zone from C-0 Nonretail Business District to RP-2 Planned Two-Family District:
 - a. Any proposed alterations to the exterior façade must be submitted to Staff as part of the review for Appeal BOZA2021-029 and Petition COZ2021-036;
 - b. All proposed exterior work shall follow the submitted elevations and site plans;
 - c. The sidewalks adjacent to the subject property along North 13th Street and Waverly Avenue must be repaired and maintained, especially at the access points along Waverly Avenue that will be closed or otherwise closed;
 - d. Any commercial uses on the subject property will require a change of zone to a commercial (C-prefix) district;
 - e. Any approval by the Board of Zoning Appeals of this case, and the conditions of approval contained herein, are contingent upon and shall only go into effect upon the approval of Petition COZ2021-036 by the Unified Government Board of Commissioners and upon any ordinance publications required by law;
 - f. No sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit;
 - g. All exterior lighting on the building must be hooded or controlled to direct light 90 degrees downward; and,
 - h. The applicant, contractors, subcontractors, and related third parties shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets and Retaining Walls, as applicable;
- 7) If the property will not be owner occupied, the applicant must keep a current annual Rental License;
- 8) Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the unified government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design to begin this process;
- 9) All exterior lighting on the building must be hooded or controlled to direct light 90 degrees downward. No light may cast light or glare off the property or onto the public street;

- 10)The applicant, contractors, subcontractors, and related third parties shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets and Retaining Walls, as applicable;**
- 11)A building permit is required for a change of occupancy. Please contact the Building Inspection Division at (913) 573-8620 to begin that process; and,**
- 12)Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper.**

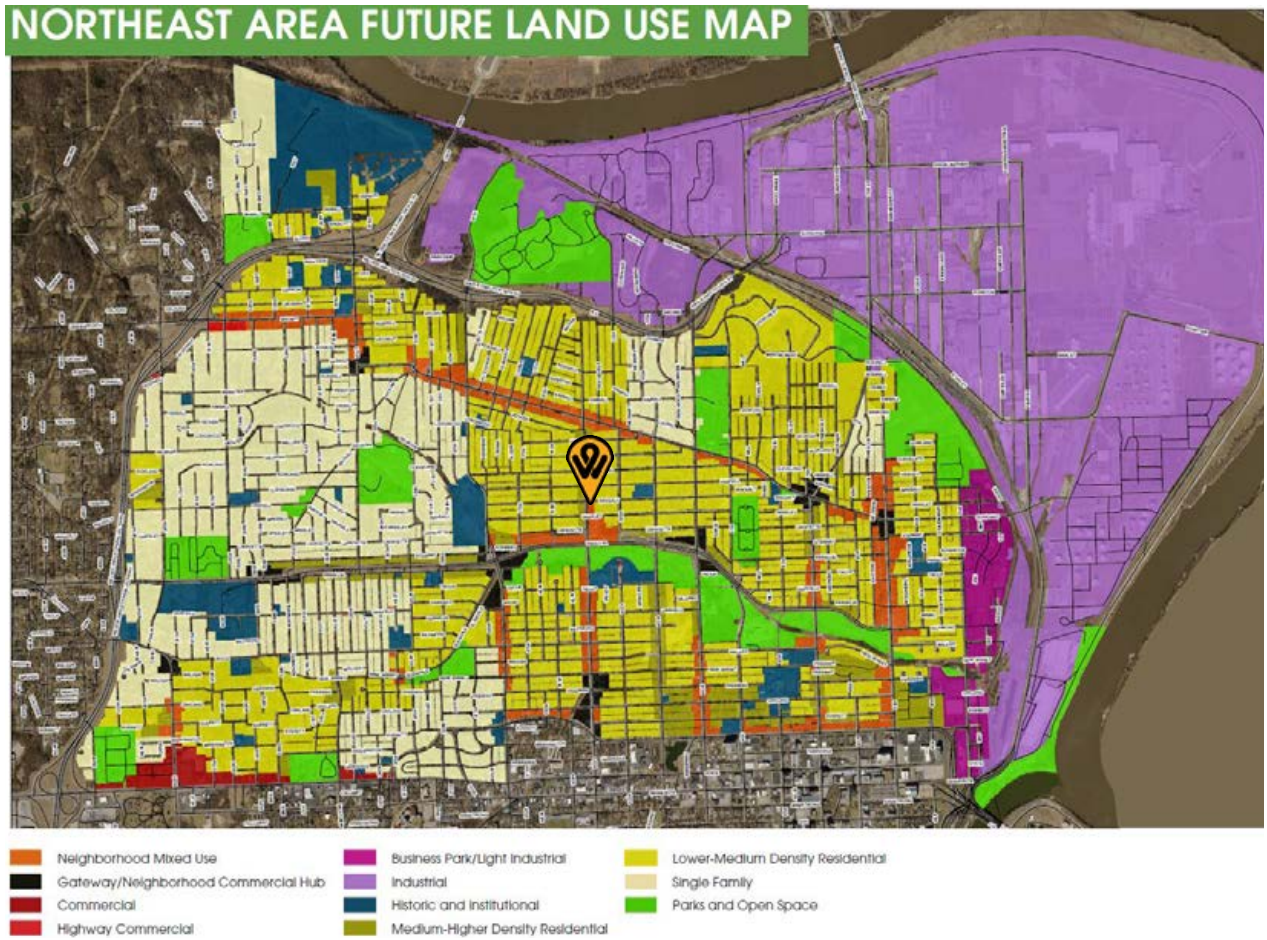
AERIAL MAP



ZONING MAP



LAND USE MAP



PHOTOGRAPHS OF THE PROPERTY SUBMITTED BY STAFF, DATED OCTOBER 15, 2021



Left: View underneath the canopy on the west (front) façade, facing north.

Above: View of the west (front) façade from North 13th Street, facing southeast.



Upper Left: View of the side and rear yard from Waverly Avenue, facing southwest.

Upper Right: View of the north façade from Waverly Avenue, facing south.

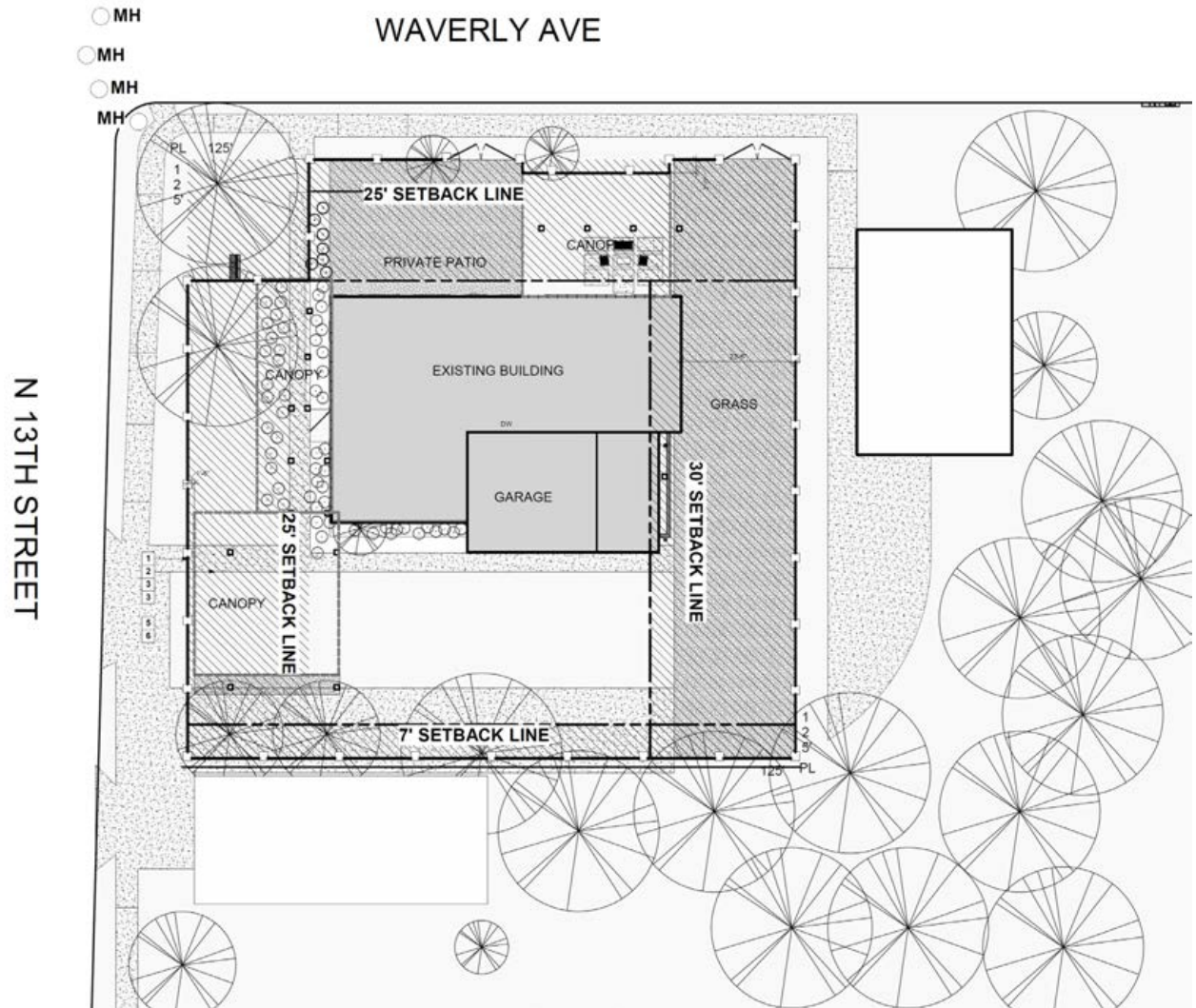
Lower Left: View of the canopy in the side (north) yard, facing west.

Lower Right: Closer view of the north side of the subject property, near the corner of Waverly Avenue and North 13th Street.



[illegible]

SITE PLAN SUBMITTED BY THE APPLICANT, CONT.



RENDERINGS



EXTERIOR PERSPECTIVE J11
FRONT NITE



EXTERIOR PERSPECTIVE J1
FRONT NITE



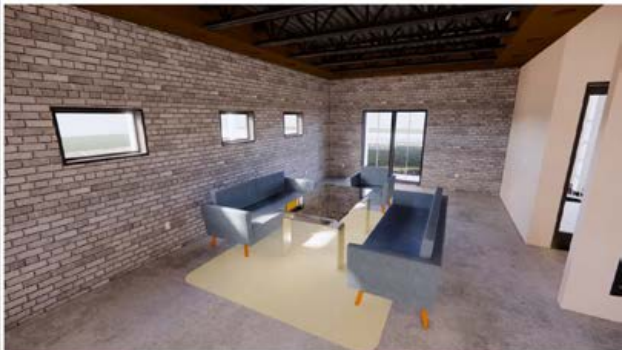
EXTERIOR PERSPECTIVE A11
BACK NITE



EXTERIOR PERSPECTIVE A1
BACK NITE



INTERIOR PERSPECTIVE J11
BRIGHT SIDE NITE



INTERIOR PERSPECTIVE J1
LIVING AREA NITE

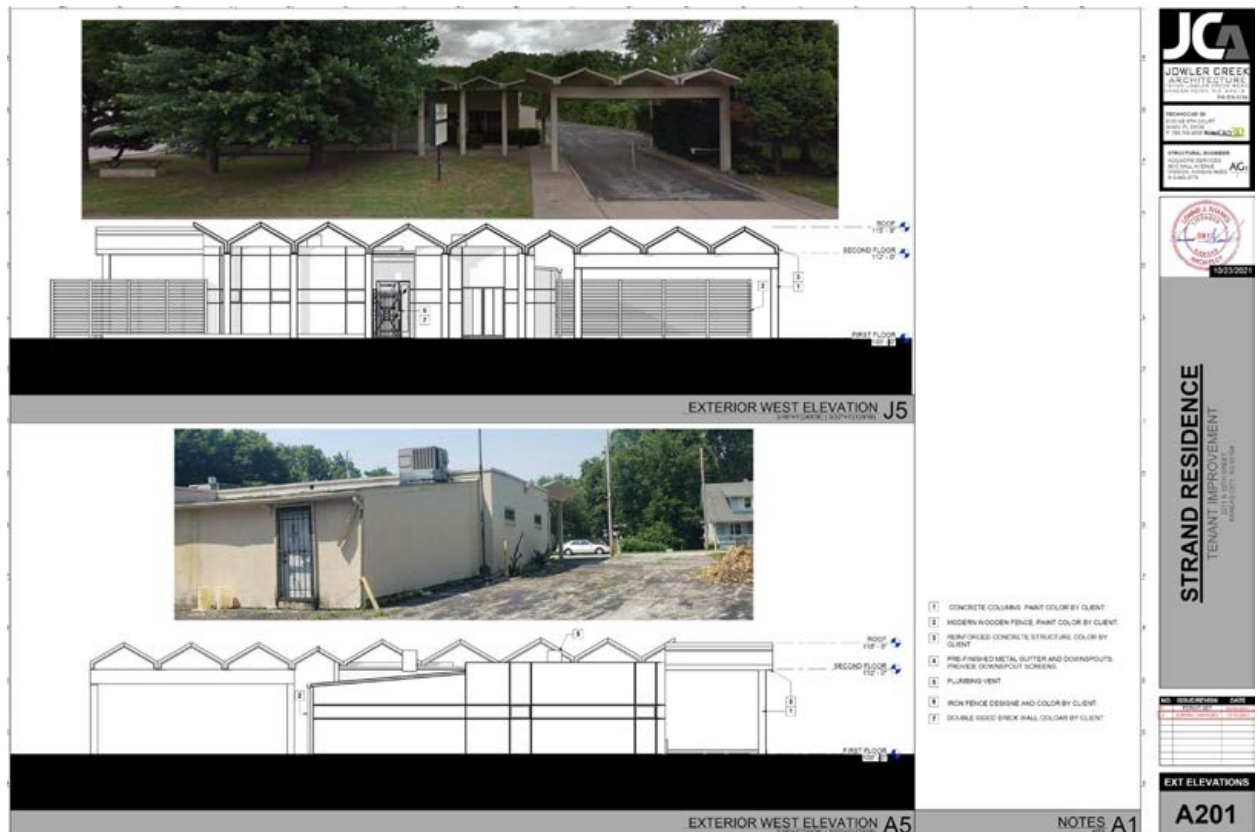


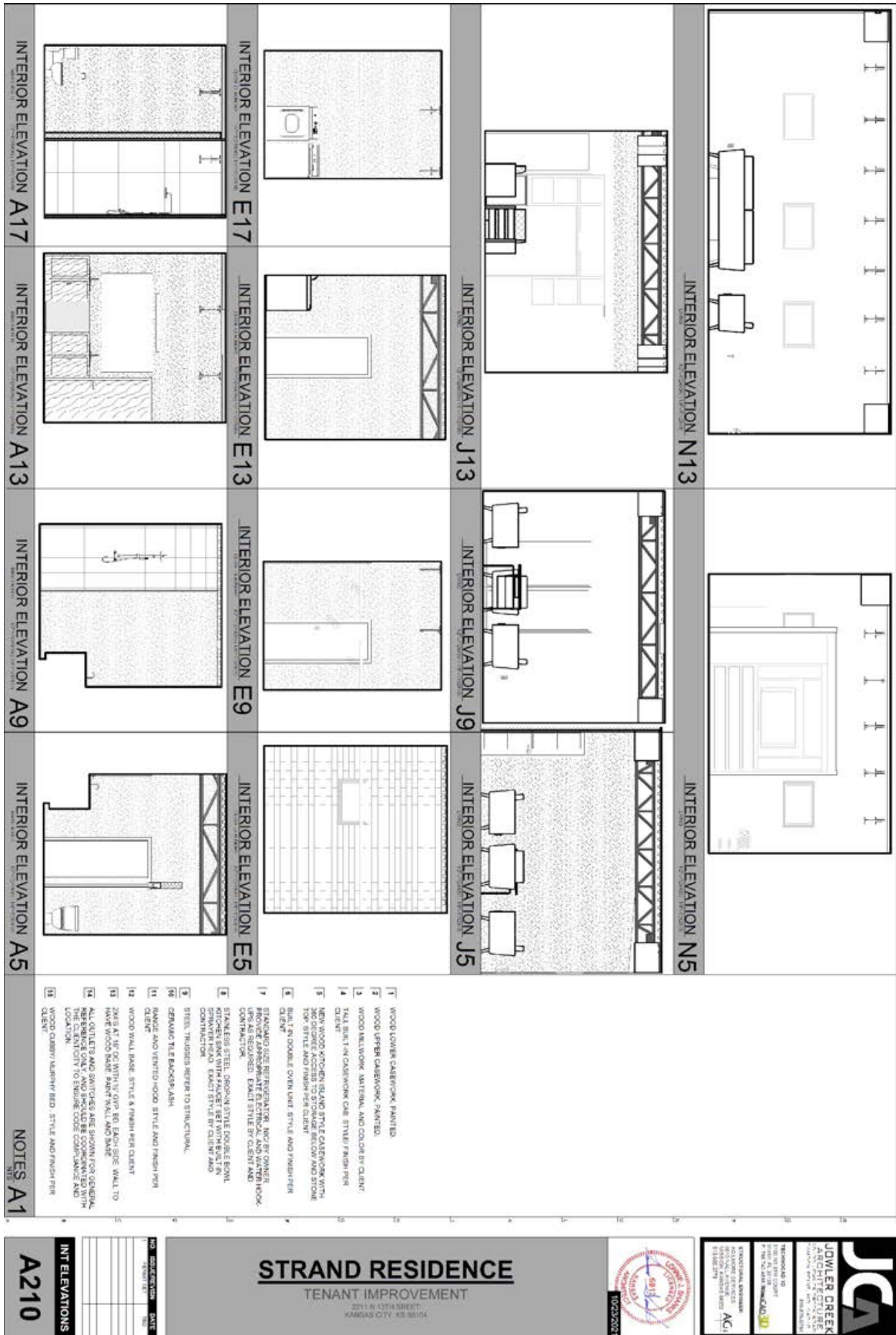
INTERIOR PERSPECTIVE A11
KITCHEN NITE



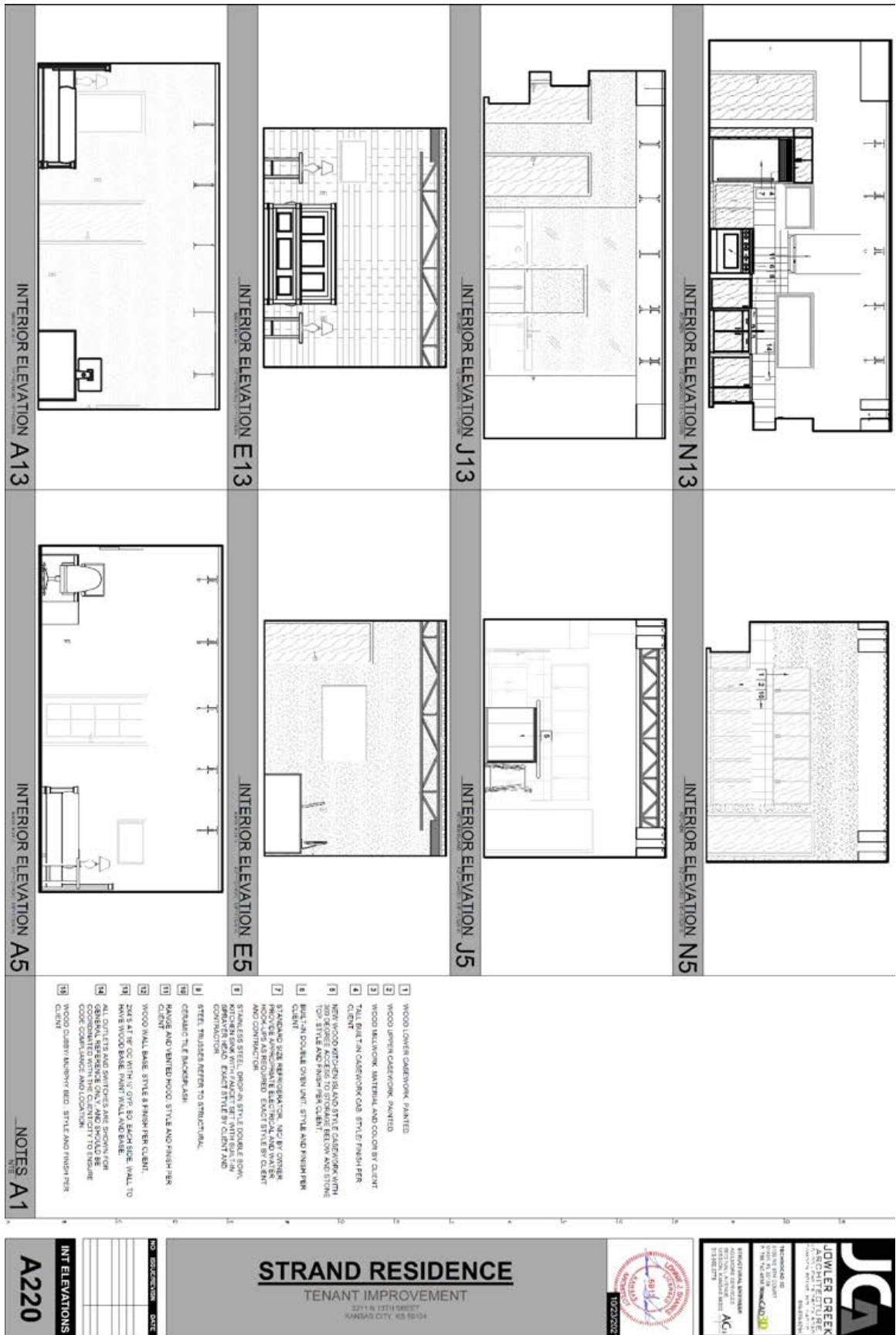
INTERIOR PERSPECTIVE A1
ENTRANCE/PARTY NITE

ELEVATIONS





ELEVATIONS, CONT.



NEIGHBORHOOD MEETING MATERIALS, DATED OCTOBER 18, 2021

10/08/2021

Douglas Strand / Jose Canedo
2211 N. 13TH Street
Kansas City, Kansas 66104

NEIGHBORHOOD NOTICE

We have filed an application with the Department of Urban Planning and Land Use #
BOZA2021-029.

The purpose of this notice: (change of zone)

We are proposing to convert the small commercial building located at, 2211 N 13th street
Kansas City, Kansas 66104, into a single family home. The exterior of the building will retain the
original appearance with minor alterations. The yard will receive new landscaping and most of
the black top parking will be removed. The interior of the building will become a three bedroom,
three bathroom home.

We are asking our neighbors to call or email with any questions or concerns. We will be
returning calls and emails through Monday, October 18th until 4:00 p.m.

Douglas Strand
651 206 8060
douglas.c.strand72@gmail.com

Jose Canedo
913 484 5742 (Spanish)
mcradiotv@hotmail.com

Application Number BOZA2021-029

Date and Location: Oct 18TH

Meeting called to order at: PHONE CALLS AND EMAILS

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):

NA Who asked question or gave comment

NA What was the question or comment

NA Who answered the question/comment

NA What was the answer given

Meeting adjourned at: WE RECIEVED NO RESPONSE FROM THE LETTERS.

Minutes taken by: _____

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF KANSAS)
) SS:
COUNTY OF WYANDOTTE)

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

1. That I am the petitioner for Petition # BDZA 2021-029
2. That I conducted a neighborhood meeting on OCT 18TH 2021
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. NO RESPONSE FROM LETTERS.

Doug Strand
Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this _____ day of _____, 20__.

My commission expires _____ of _____, 20__.

Notary Public



Department of Planning + Urban Design

Unified Government of Wyandotte County • Kansas City, Kansas

701 N 7th Street, Suite 423
Kansas City, Kansas 66101
www.wycokck.org/planning

Phone: (913) 573-5750
Fax: (913) 573-5796
Email: planninginfo@wycokck.org

To: Unified Government Board of Commissioners

From: Planning and Urban Design Staff

Date: December 2, 2021

Re: Change of Zone Petition COZ2021-042

GENERAL INFORMATION

Applicant:

Rachel Bichara DBA
Good News Rentals, LLC

Status of Applicant:

Property Owner
5901 East 97th Street
Kansas City, Missouri 64134

Requested Actions:

Approval of a Change of Zone.

Date of Application:

September 24, 2021

Purpose:

To change the zoning district from
R-1(B) Single Family District to R-2(B)
Two-Family Residential District.

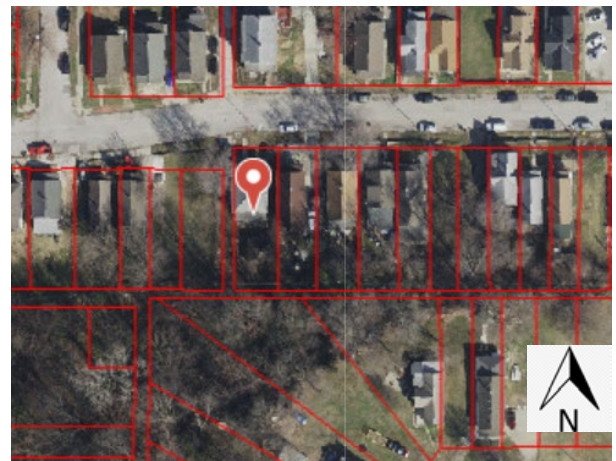
Property Location:

731 Tenny Avenue
Kansas City, Kansas 66101

Commission Districts:

Commissioner At Large: Tom Burroughs
District #2 Commissioner: Brian McKiernan

Existing Zoning: R-1 Single Family District



Adjacent 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
Adjacent Uses:	North: Two-Family Residence South: Single Family Residence East: Single Family Residence West: Vacant Lot (Landbank) Utility Easement
Total Tract Size:	0.0957 Acres
Master Plan Area:	The Subject Property is within the City-Wide Master Plan.
Master Plan Designation:	The City-Wide Master Plan designates this Property as Urban-Density Residential. These areas are comprised of detached single-family residences, townhomes, duplexes, triplexes, fourplexes, etc., parks, and open space. Discouraged uses include industrial, car lots, adult oriented businesses, and business parks.
Major Street Plan:	The City-Wide Master Plan designates Tenny Avenue as a local street.
Parking Requirement:	R-1(B) District (current zoning): Section 27-455(d) requires two (2) off-street parking spaces premises for each single-family dwelling. R-2(B) District (proposed zoning): Section 27-457(d) requires one (1) off-street parking spaces premises for each dwelling. The subject property currently has no off-street parking due to a prior utility alleyway right of way designation, which is addressed in the conditions of approval of this report.
Advertisement:	<u>The Wyandotte Echo</u> – October 14, 2021 Letters to Property Owners – October 16, 2021 and November 22, 2021
Public Hearings:	November 8, 2021 and December 2, 2021
Public Support:	One letter in support has been received
Public Opposition:	None to date.

PROPOSAL

Detailed Outline of Requested Action: The Applicant, Rachel Bichara, is requesting a Change of Zone for the subject property at 731 Tenny Avenue. The Applicant is requesting a Change of Zone from R-1(B) Single Family District to R-2(B) Two-Family District. The Change of Zone has been requested so that the legal non-conforming use becomes conforming. The subject property was originally constructed as a duplex with a carriage-house style garage and third living unit above the garage. The previous owner has demolished the carriage house garage, leaving only the duplex and driveway. The Applicant desires the rezone to complete appropriate renovations and to obtain a rental license, which requires the zoning to reflect the building's physical condition. Additionally, the driveway access was at some time subdivided from the subject property and adjacent parcel to grant right-of-way utility access, leaving the subject property without access to the parking in the rear parcel and without the use of the intended shared drive with the adjacent parcel (731 H Tenny). A separate Vacation Application and Right of Way access agreement shall be filed as part of the conditions of approval.

City Ordinance Requirements: Article VIII Sections 27-340 – 27-765 and Article VII Sections 27-454 – 27-457, Sections 27-592 – 27-606.

RELATED ENFORCEMENT AND ACTION ITEMS

Noise or Disturbance Complaints:

1. The current property owner has received no noise or disturbance complaints.

Building or Code Enforcement Complaints:

1. The current property owner has received no building or code enforcement complaints

Outstanding or Related Permits and Cases:

1. The current property owner has no outstanding Building Permits but is in process of applying for them to correct utility metering issues.
2. The current property owner has no outstanding Code Inspection Cases

FACTORS TO BE CONSIDERED

1. Neighborhood character.

The neighborhood is urban in character. Lots are average for urban densities and are approximately twenty-five (25) feet in width. There streets are mostly asphalt and driveways are often concrete approaches with gravel or brick driveways. Roads do not have curbs or gutters, and sidewalks only exist on one (1) side of the street. This block of Tenny Avenue is adjacent to 7th Street Trafficway with commercial uses.

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

The subject property is surrounded by both R-1(B), CP-0, CP-3, MP-1, and R-2(B) Zoning Districts. Other dwellings in the area are also two-family homes that are legally non-conforming or single-family residences. The proposed zoning more adequately represents the original built conditions of the property.

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

Per Section 27-457(a) regarding an R-2(B) district, the "purpose of the district is to provide for new and infill residential development in those older areas of the city where the existing development was substantially completed prior to World War II. It is designed to allow compatibility with the existing residential development and an efficient reuse of existing buildings and vacant parcels, while establishing a minimum standard to protect the health, safety and general welfare of the residents." and per Section 27-457(b) permitted uses include any use permitted in the R-1(B) district and two-family dwellings. As is, the current zoning does not allow for a two-family (duplex) residence as the building was originally constructed. Removing the restrictions when converting from R-1(B) to R-2(B) is unlikely to negatively affect the subject property or nearby properties as a two-family dwelling was the original intent and purpose.

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

The property currently has two (2) total units with one (1) vacant unit. The second unit is undergoing renovations and is currently vacant with plans to rent the unit after renovations are completed.

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.*

There is minimal public gain as the ability to add two (2) living units would add to the housing stock. The subject property already exists, and the request would not substantially or permanently injure the appropriate use, quality, or marketability of nearby neighboring property.

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

The proposed Change of Zone usage would not be determined to have any impact or change on traffic in a way that would adversely affect road capacity, safety, or parking. The subject property has a lengthy drive that can

accommodate multiple vehicles off-street and has currently been in use as a duplex since its construction.

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

The City-Wide Master Plan designates this property as an Urban Residential Land Use. Allowed uses include duplexes, triplexes, and higher density residences, educational structures and open space. The minimum density is six (6) to twelve (12) units per one (1) acre. Currently, the subject property fully conforms to Urban Residential, and this will not be impacted by a Change of Zone.

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

The applicant is not proposing any new structures currently, however, the rezone allows for the renovation of the existing structure to maintain its original two-family dwelling construction. There should be little to no long-term negative environmental impact. The subject property is intended to be under renovation which may cause an environmental disturbance although it should be considered limited and temporary. The renovation would enhance the environment by removing blighted features with upgrades and repairs.

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

a. *Water service*

Water Service is provided by BPU.

b. *Sanitary sewer service*

Sanitary sewer is provided by public sewer.

c. *Storm water control*

Stormwater is still joined with the Sanitary Sewer, and a Sewer inlet is located directly in front of the subject property.

d. *Police*

Police service is provided by East Patrol, District #114.

e. *Fire*

Fire service is provided by Station #9.

f. Transit

The subject property receives bus service via Route #107 at the intersection of Tenny Avenue and 7th Street Trafficway.

g. Schools

Education is provided by Kansas City, Kansas USD #500.

h. Streets

See item #6 above.

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

The economic impact on the community is negligible, as the subject property is currently in use and historically has been a two-family dwelling. The renovations will ostensibly have an impact by the increase in property tax value and by providing two (2) living units for families to live within the Wyandotte County.

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

The subject property is currently legally non-conforming. The subject property has a higher capability to conform to the zoning ordinance requirements once rezoned to match its structure than it does in its present condition.

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

There is negligible impact or gain to public health, safety, or welfare. The dwelling structure is already in existence. There is some gain for the renovation in that it removes blighted elements from the neighborhood, which comes with associated hazards.

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on October 18, 2021 by Virtual Meeting. Attached is the list of persons, minutes, affidavit, and/or submitted comments to the applicant.

KEY ISSUES

Structural Compatibility
Parking and Driveway Access
Zoning
Land Use
Utility Easements

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 8 to 0 to recommend **APPROVAL** of Change of Zone COZ2021-042, subject to:

1. If approved, rental licensing shall be obtained once renovated;
2. If approved, the applicant shall apply for a Vacation of the adjacent alleyway to regain the driveway access to the property to provide for proper off-street parking as required. Should the vacation not be approved, an additional application for a parking variance shall be required;
3. If approved, the applicant shall make repairs to the front sidewalk, curb, and driveway approach in accordance with UG Standards;
4. If approved, the applicant shall replace the undersized window on the front upstairs to match the adjacent front window;
5. A building permit is required. Please contact the Building Inspection Division at (913) 573-8620 to begin that process;
6. 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, including, but not limited to sewers, conduits, electric light pole lines, etc. that are now or may hereafter be installed in the tract of land hereby vacated;
7. Provide curb and five (5)foot wide public sidewalk in accordance with UG standards and criteria. See UG detail i.e., UG 4100-O;
8. Applicant shall maintain erosion control practices during construction;
9. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper;
10. The applicant has filed and maintained a current business occupation tax application; and,
11. 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, including, but not limited to sewers, conduits, electric light pole lines, etc. that are now or may hereafter be installed in the tract of land hereby vacated.

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission

STAFF RECOMMENDATION

Staff recommends that the Board of Commissioners **APPROVE** Case **COZ2021-042** subject to all comments and suggestions outlined in this staff report, and the conditions of the City Planning Commission.

ATTACHMENTS

November 8, 2021 City Planning Commission Minutes
Aerial Map
Zoning Map
Land Use Map
Sanborn Insurance Map of Parcel showing Three (3) Dwelling Units and Accessory Structure
Photos Provided by Applicant Dated September 24, 2021
Photo from Google Maps
Planning Engineering Comment Letter
Neighborhood Meeting Comments
Neighborhood Meeting Affidavit
Staff Site Photos Dated October 21, 2021

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>Board of Commissioners</u>
Public Hearing Rezoning	November 8, 2021 Approval	December 2, 2021

STAFF CONTACT: **Kallie McLaughlin**
 kdmclaughlin@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition COZ2021-042 to the 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 COZ2021-042, as it is not in compliance with the City Ordinances and as it will not promote the health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

November 8, 2021 City Planning Commission Minutes:

Hearing starts at 2:05:05:

CHANGE OF ZONE APPLICATION COZ2021-042 – RACHEL BICHARA WITH GOOD NEWS RENTALS LLC - SYNOPSIS: Change of Zone from R-1(B) Single Family District to R-2(B) Two Family District to bring existing non-conforming duplex into compliance at 731 Tenny Avenue.

Detailed Outline of Requested Action: The Applicant, Rachel Bichara, is requesting a Change of Zone for the subject property at 731 Tenny Avenue. The Applicant is requesting a Change of Zone from R-1(B) Single Family District to R-2(B) Two-Family District. The Change of Zone has been requested so that the legal non-conforming use becomes conforming. The subject property was originally constructed as a duplex with a carriage-house style garage and third living unit above the garage. The previous owner has demolished the carriage house garage, leaving only the duplex and driveway. The Applicant desires the rezone to complete appropriate renovations and to obtain a rental license, which requires the zoning to reflect the building's physical condition. Additionally, the driveway access was at some time subdivided from the subject property and adjacent parcel to grant right-of-way utility access, leaving the subject property without access to the parking in the rear parcel and without the use of the intended shared drive with the adjacent parcel (731 H Tenny). A separate Vacation Application and Right of Way access agreement shall be filed as part of the conditions of approval.

City Ordinance Requirements: Article VIII Sections 27-340 – 27-765 and Article VII Sections 27-454 – 27-457, Sections 27-592 – 27-606.

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 November 8, 2021;
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; and
7. The Notices to property owners.

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

Present in Support:

- Rachel Bichara, applicant, Good News Rentals, LLC, 731 Tenny Avenue, Kansas City, Kansas 66101

Present in Opposition:

- No one appeared

Staff Recommendation starts at 2:07:20: Planning Director Hand stated that the request is for a Change of Zone from R-1(B) Single Family District to R-2(B) Two Family District to bring an existing legal non-conforming use into conformity. The property is located in the Central Area Master Plan south of Tenny Avenue. Director Hand showed the Commission pictures of the house and property. According to the Sanborn maps, this property has been a two-unit house since at least 1956. Staff has requested that the sidewalk be repaired; there is an existing brick sidewalk that needs to be unearthed. Another condition of approval was the replacement of the undersized window on the front second-story facade to match the adjacent front window and that has already been completed. He showed the Commission where the driveway on the property is actually a platted alley public right-of-way. The alleyway terminates at a utility easement on the south property line, and Staff has requested that the applicant file a vacation application (which has been filed). The Unified Government Landbank owns the property next to this property and if the vacation application is approved, the Landbank has agreed to give their portion of the vacation to the applicant so they can continue to use that property as a driveway. Staff has received one (1) letter in support and no letters in opposition and there are no Notices of Violation. Staff recommends approval, subject to the conditions in the staff report.

Motion and Vote starts at 2:12:59:

On motion by Mr. Connelly, seconded by Ms. Armstrong, the Planning Commission voted as follows to recommend **APPROVAL** of **Change of Zone Application**

COZ2021-042:

Carson	Chairman
Jones	Aye
Miller	Aye
Mohler	Aye
Pauley	Aye
Armstrong	Aye
Connelly	Aye
Ernst	Aye
Hill	Aye
Huey	Not Present

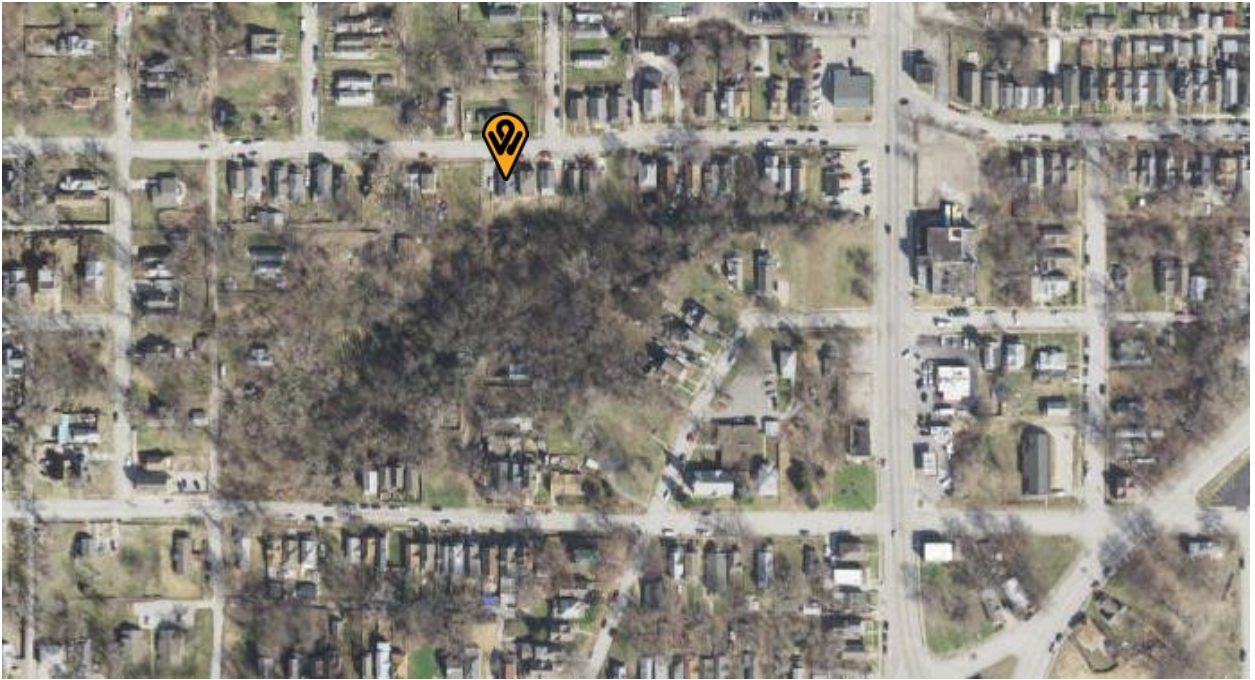
Motion to recommend APPROVAL Passed: 8 to 0

Subject to:

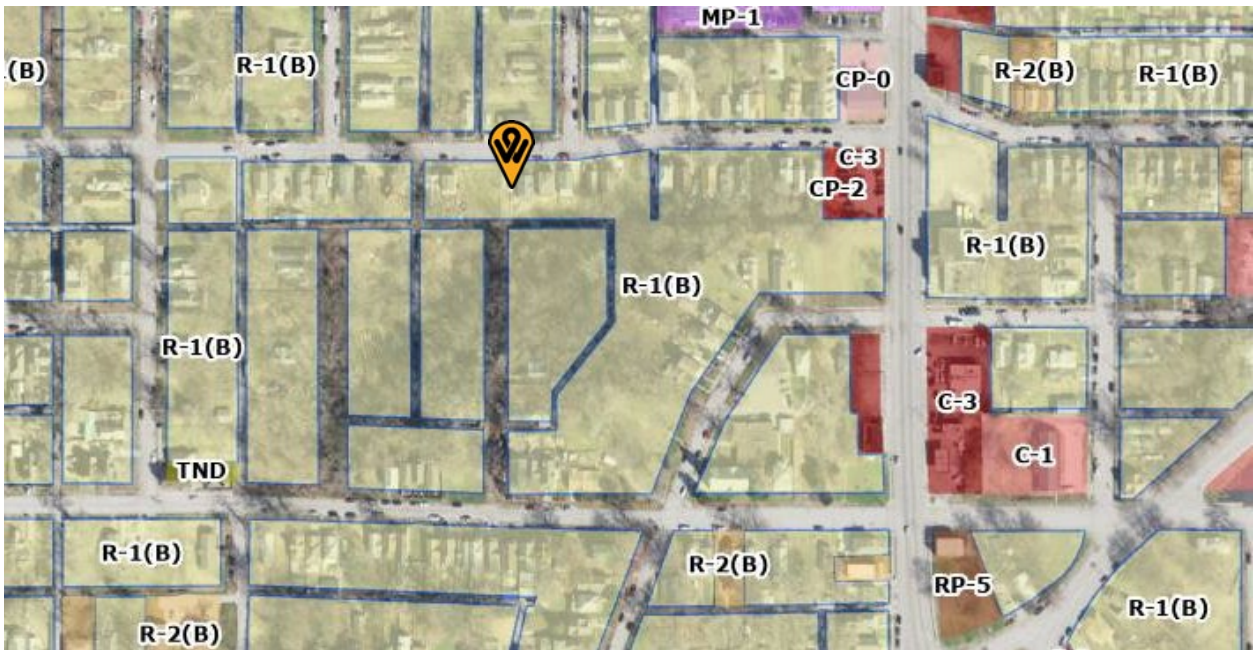
- 1. If approved, rental licensing shall be obtained once renovated;**
- 2. If approved, the applicant shall apply for a Vacation of the adjacent alleyway to regain the driveway access to the property to provide for**

- proper off-street parking as required. Should the vacation not be approved, an additional application for a parking variance shall be required;
3. If approved, the applicant shall make repairs to the front sidewalk, curb, and driveway approach in accordance with UG Standards;
 4. If approved, the applicant shall replace the undersized window on the front upstairs to match the adjacent front window;
 5. A building permit is required. Please contact the Building Inspection Division at (913) 573-8620 to begin that process;
 6. 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, including, but not limited to sewers, conduits, electric light pole lines, etc. that are now or may hereafter be installed in the tract of land hereby vacated;
 7. Provide curb and five (5) foot wide public sidewalk in accordance with UG standards and criteria. See UG detail i.e., UG 4100-O;
 8. Applicant shall maintain erosion control practices during construction;
 9. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper;
 10. The applicant has filed and maintained a current business occupation tax application; and,
 11. 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, including, but not limited to sewers, conduits, electric light pole lines, etc. that are now or may hereafter be installed in the tract of land hereby vacated.

AERIAL MAP



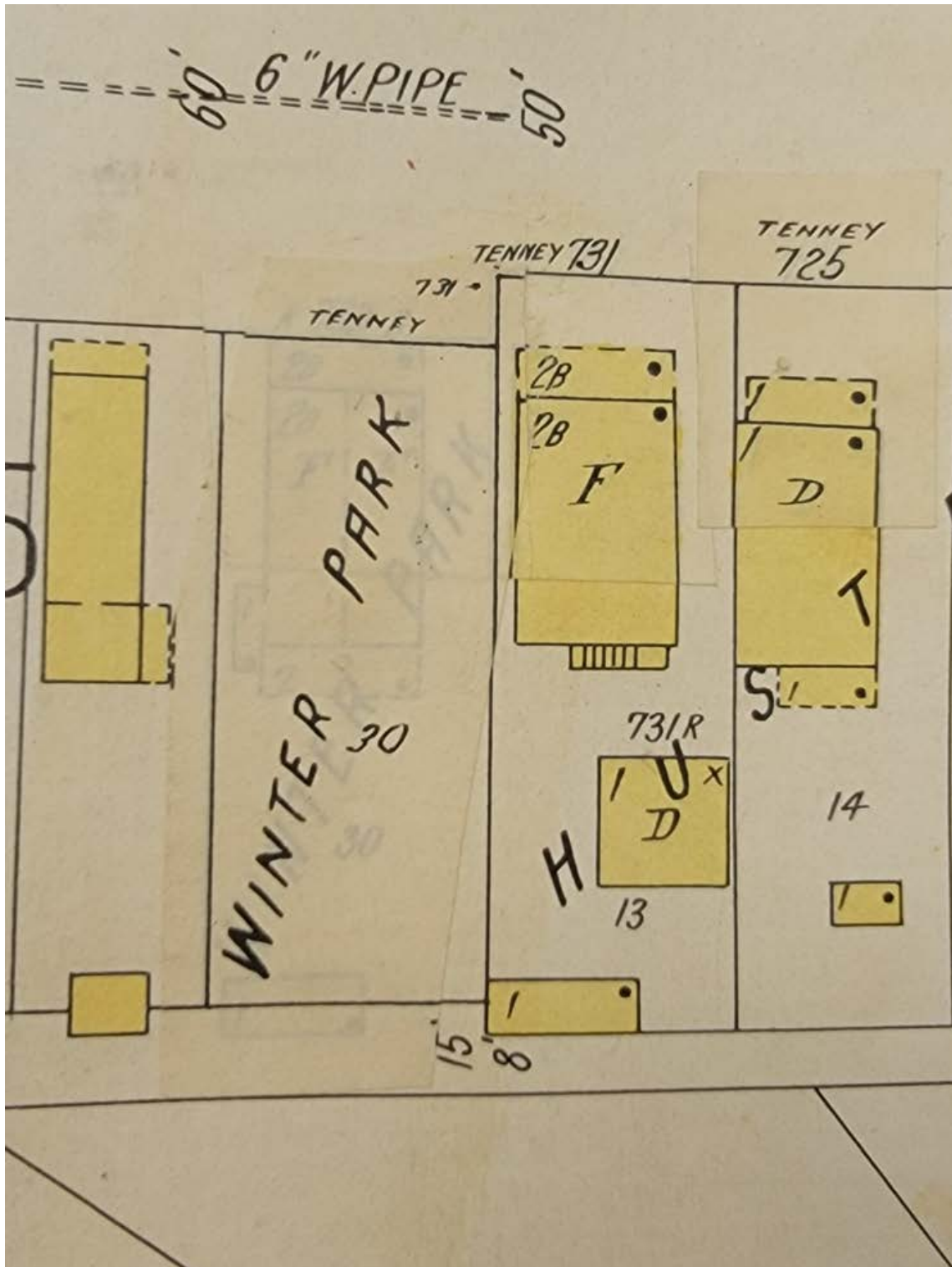
ZONING MAP



LAND USE MAP



**SANBORN INSURANCE MAP OF PARCEL SHOWING THREE (3)
ORIGINAL DWELLING UNITS AND ACCESSORY STORAGE**









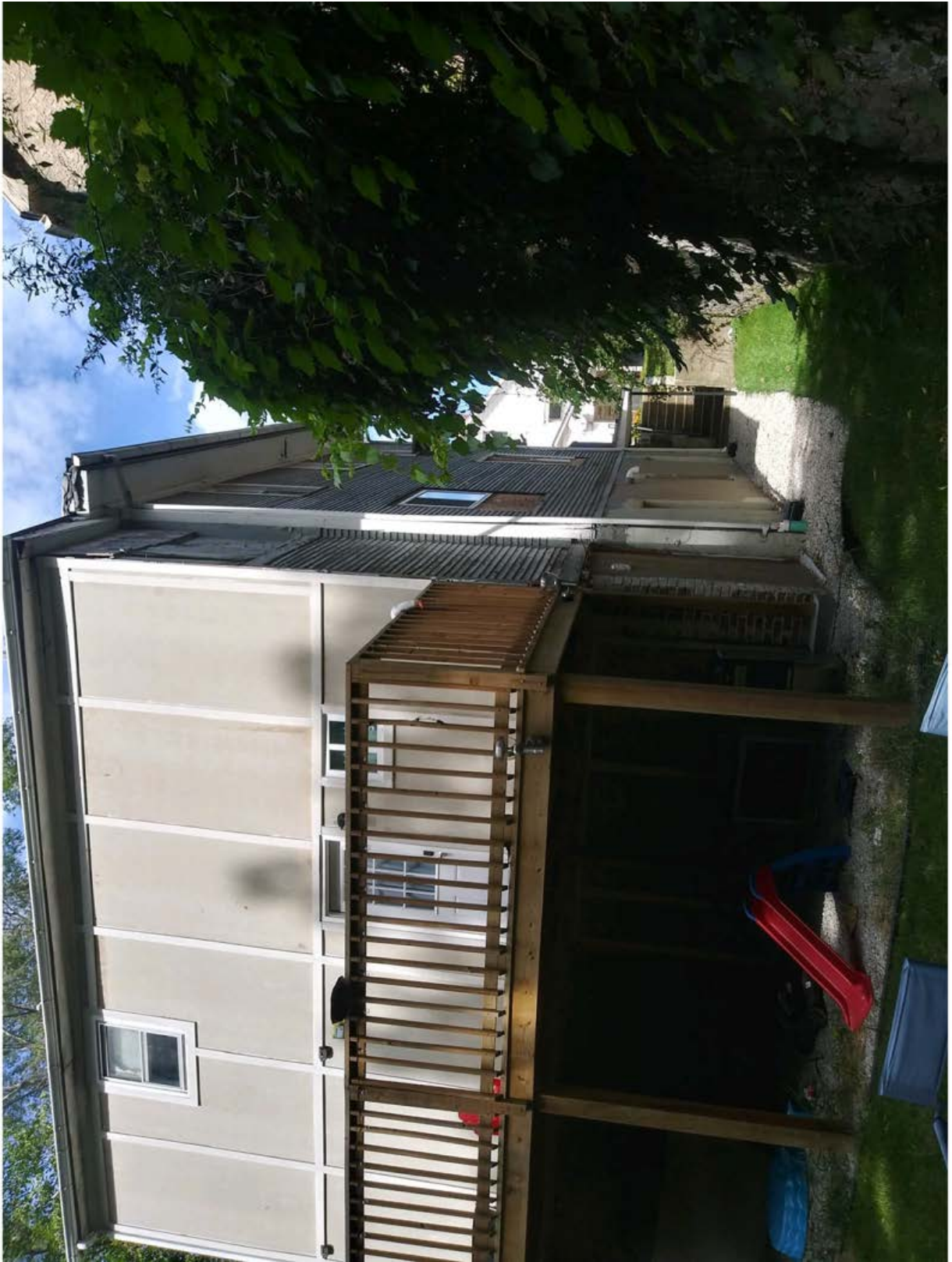
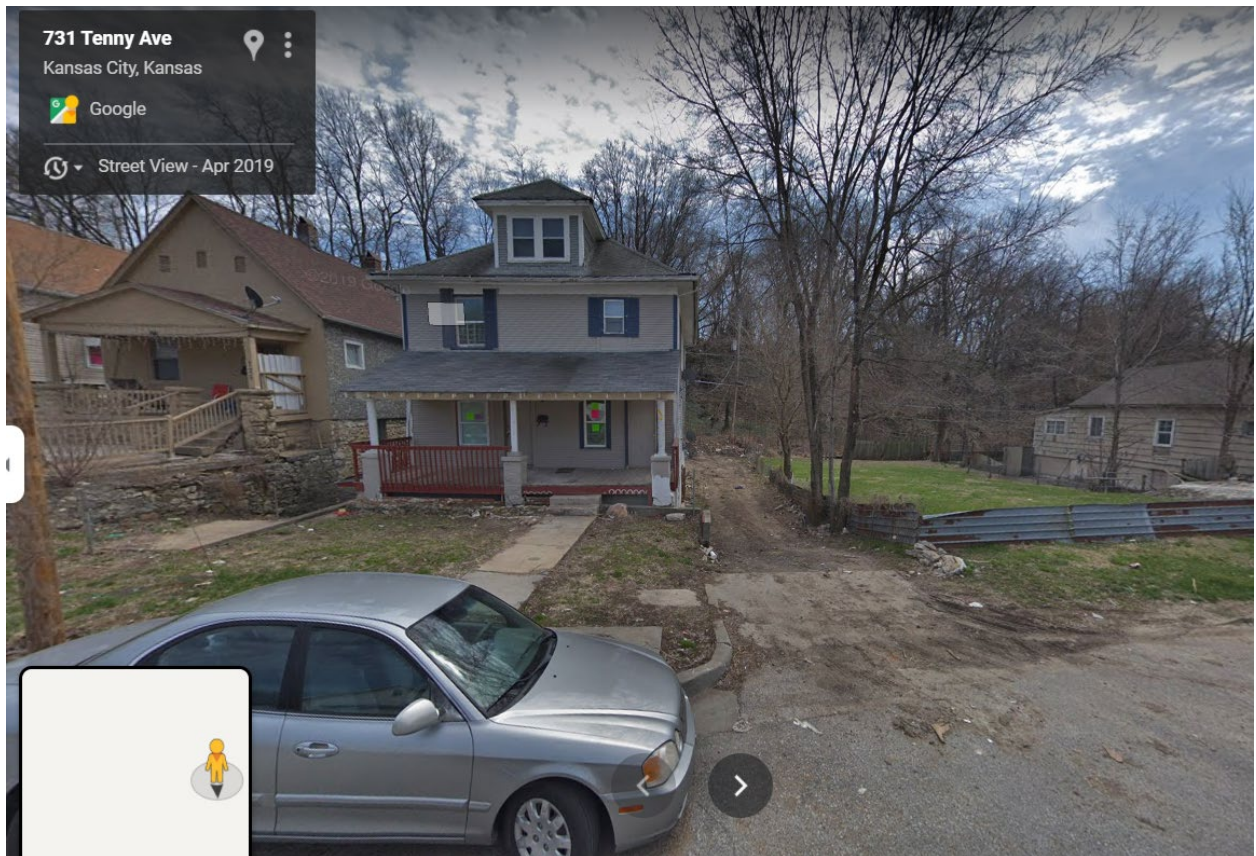


PHOTO FROM GOOGLE MAPS



PLANNING ENGINEERING COMMENT LETTER



Planning and Urban Design

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

MEMORANDUM

TO: Tony Sabljak / Kallie McLaughlin
DRC Coordinator / Principal Planner

FROM: Patrick Doyle, P.E.
Planning Engineer – Planning and Urban Design Department

DATE: October 12, 2021

SUBJECT: Rachel Bichara – Good News Rentals – (COZ2021-042)
731 Tenny Avenue
General Engineering Review No. 1 (of the Application received 09/23/2021)

Prior to engineering approval on the above-named project, the construction drawings must be revised to address the following comments from the Engineering Division of the Planning and Urban Design Department. These comments refer to General Engineering design standards and requirements of the Unified Government that were not met in this submittal. Planning comments may require additional resubmittals. **Reference the Electronic Document Review (EDR) guidelines for submittal requirements; www.wycokck.org/Planning. Your paperless plan submittal shall also include a detailed cover letter with the next submittal that explains how each of the following comments has been addressed. Subsequent review of the plans will not proceed until such letter is received.**

- 1) Provide curb and 5-foot wide public sidewalk in accordance with UG standards and criteria. See UG detail i.e., UG 4100-O.
- 2) An erosion control plan is required for any project where there is land disturbance. Please provide an erosion control plan for the site.
- 3) Coordinate with Kallie McLaughlin, (913) 573-5762, for additional Urban Planning and Zoning requirements and comments.
- 4) Construction plans shall meet UG standards and criteria, and shall be reviewed and approved by UG prior to construction permit acquisition.

Reviewer: _____


Patrick Doyle, PE

NEIGHBORHOOD MEETING COMMENTS

Neighborhood Meeting Minutes

Application Number: ~~SS~~ ^64651486

Date and Location: October 18, 2021 Via Zoom

Meeting called to order at: 6:30 pm

Names of people in attendance: 0 attendees.

Introductions: N/A

Presentation by applicant: N/A

I had one individual contact me via phone call before the meeting. She asked a few questions that are recorded below:

Lois Keller: "I am calling on behalf of the Riverview Neighborhood Association. I have a few questions for you about your application."
My response: explained what the application is for and how long Rachel and Oscar Bichara have owned the property. Rachel explained that the house has been used a duplex already but was not zoned accordingly.

Lois: "It sounds like you guys are trying to make it right, so that's good."

Lois: Will you be paying property taxes on both units of the duplex?
My response: As far as I know there will be no change in the property tax, but I will let you know if I learn anything different.

Lois: I drove by the house and saw metal fencing. Is that owned by you?
My response: That is owned by either the city or the neighbor. We recently learned that lot is owned by the Land Bank. We are not responsible for the fencing at this time.

Lois: Well I will talk to some of the other committee members about this but I don't think we will have any problem at all.

My response: Thank you for your time. We are hoping to make the block and the neighborhood better by what we're doing.

Meeting adjourned at: 7:00 pm

Minutes taken by: Rachel Bichara

NEIGHBORHOOD MEETING AFFADAVIT

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF Kansas)
COUNTY OF Wyandotte) SS:

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

1. That I am the petitioner for Petition # COZ2021-042
2. That I conducted a neighborhood meeting on October 18, 2021.
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.

Rachel Bichara
Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 20th day of October, 2021.

My commission expires _____ of _____, 200__.

Notary Public

STAFF SITE PHOTOS DATED OCTOBER 21, 2021







STAFF SITE PHOTOS DATED OCTOBER 21, 2021







Planning and Urban Design

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: Planning and Urban Design Staff

Date: December 2, 2021

Re: Special Use Permit SP2021-046

GENERAL INFORMATION

Applicant:
Mayra Hernandez

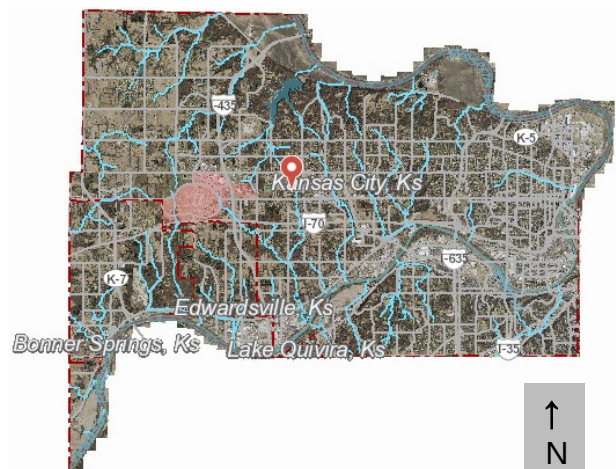
Status of Applicant:
Homeowner
1315 North 86th Street
Kansas City, Kansas 66112

Requested Action:
Approval of a Special Use Permit.

Date of Application:
March 8, 2021

Purpose:
Special Use Permit to keep two (2) horses on a residential parcel between one (1) and five (5) acres.

Property Location:
1315 North 86th Street
Kansas City, Kansas 66112



Commission District:	Commissioner At Large: Melissa Bynum District #5 Commissioner: Mike Kane
Existing Zoning:	R-1 Single Family District
Adjacent Zoning:	North: R-1 Single Family District South: R-1 Single Family and CP-1 Planned Limited Business Districts East: R-1 Single Family District West: R-1 Single Family District
Adjacent Uses:	North: Single-family residence South: Single-family residence; Undeveloped lots East: Single-family residence West: Undeveloped lot
Total Tract Size:	4.89 Acres
Master Area Plan:	The subject property is within the City-Wide Master Plan.
Master Plan Designation:	The City-Wide Master Plan designates the property as Low-Density Residential. The Low-Density Residential land use designation allows single-family detached residences, institutions such as elementary and middles schools, and small churches, and parks and open space. The Low-Density Residential land use designation discourages all industrial uses. The cultural principle of the Low-Density Residential land use designation is the promotion of land use policies that are geared to protect against industrial encroachment into established single-family neighborhoods.
Major Street Plan:	The Major Street Plan classifies North 86 th Street as a Collector Street.
Required Parking:	Section 27-454(e) requires two (2) off-street parking spaces on the premises for each single-family dwelling, at least one (1) of which shall be a garage or a carport. The subject property has at least one (1) paved parking space on the driveway, and at least one (1) parking space in the attached garage.
Advertisement:	<u>The Wyandotte Echo</u> – May 20, 2021 Letters to Property Owners – May 21, 2021; June 17, 2021; July 16, 2021; August 20, 2021; September 17, 2021; October 15, 2021 and November 22, 2021

Public Hearings:	November 8, 2021 and December 2, 2021
Public Support:	None to date.
Public Opposition:	None to date.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Mayra Hernandez, is requesting a Special Use Permit to keep two (2) horses on a residential property at 1315 North 86th Street, the applicant's primary residence. The subject property is 4.84 acres. The horses will be kept in the rear yard, where they will graze and be stabled.

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

Property Maintenance Compliance History: There are no outstanding Notices of Violation attached to this property. The subject property has been previously cited by Property Maintenance Compliance:

- May 12, 2021- Enforcement Complaint
- August 17, 2020- Code Administrative Citation
- July 23, 2020- 14-Day Trash Abatement
- July 23, 2020- Code Administrative Citation
- May 20, 2020- 14-Day Trash Abatement
- February 21, 2020- Code Administrative Citation
- February 6, 2020- 14-Day Trash Abatement
- August 27, 2019- 14-Day Trash Abatement
- August 27, 2019- Code Administrative Citation
- May 1, 2019- Environment Junk
- February 14, 2019- Multiple Violations
- December 27, 2018- Multiple Violations

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

The subject property is within the Victory Park Statistical Neighborhood and is not within a Neighborhood Group. The neighborhood is primarily residential. To the north and west of the neighboring parcels are similar to the subject property: large lots that are almost agricultural in nature. To the east is a single-family housing subdivision with residences on one-quarter (1/4)-acre lots. To the south the land is zoned CP-1; some of the parcels are vacant, and there is a block of residences along North 84th Terrace.

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

The subject property is zoned R-1 Single Family District, which is compatible with all the surrounding adjacent properties. The proposed use of keeping two (2) horses on the property is also compatible with the surrounding properties, due to the size of the subject property. The parcel is just under five (5) acres, which allows enough space to provide the horses with enough space to roam and graze while not interfering with the neighbor's quiet enjoyment.

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

The property is 4.84 acres, which is typically enough for two (2) horses to live on. Although the applicant's primary residence is on the property, the rear yard measures almost 20,000 square feet. While the subject property has a legally non-conforming depth-to-width ratio of 7.85:1, the parcel's width of 165 feet is still wide enough to provide ample space for horse movement.

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

The subject property is the primary residence of the applicant.

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

Special Use Permits are not addressed in the City-Wide Master Plan. Agricultural uses are neither encouraged nor discouraged under the Low-Density Residential land use designation—stabling horses are not specifically anticipated at all. Therefore, the proposed use is neither in conformance nor in opposition to the City-Wide 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 horses will have to be transported to the property via horse trailer and will presumably be transported off-site for some veterinary visits. Beyond those few trips, keeping two (2) horses on the property should not likely result in any increased traffic, to the point where it exceeds the street network's ability 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.*

Keeping horses on a residential property may be convenient to the applicant, but it is not necessary to the convenience nor welfare of the public. The keeping of two (2) horses, however, is not likely to injure adjoining properties so long as the applicant appropriately manages the 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.*

Horses and horse stables do produce some noise, dust, hay seed and pollen, and odors. Such externalities from two (2) horses should not be so great as to reach the neighbors and cause a nuisance, so long as the horses are properly stabled, fenced, and all waste is properly disposed.

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

Horse manure, if not properly disposed, can pollute the air, land, and water by its smell, substance, and pathogens, respectively. The applicant must provide a manure disposal plan to Staff.

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

Overgrazing is always a concern with pasture animals. In this case, such a concern is relatively small. The grazing space for the applicant's horses is proposed to be effectively three to four (3-4) acres, which is more than enough room for two (2) horses to graze without damaging the long-term health of the local flora.

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

Keeping horses at one's primary residence provides little relative gain to the applicant. There is the potential for hardships to be imposed on nearby properties—noise, smell, dust, and a runaway horse—but proper housing, cleaning, and securing of the horses should address any of these potential issues.

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

The subject property is 4.84 acres, so there is ample room to keep two (2) horses. The applicant's family resides at the property, but the size of the subject property allows the family and two (2) horses to live together without resulting in an overcrowding of land or causing undue concentrations of population.

PREVIOUS ACTIONS

N/A

NEIGHBORHOOD MEETING

Staff recommended that the applicant conduct a neighborhood meeting, however, a meeting is not required for a Special Use Permit for the keeping of livestock, per Section 27-214(g). The applicant held a neighborhood meeting at 1315 South 86th Street on September 13, 2021. Attached is the list of persons who attended the meeting, minutes, affidavit and/or submitted comments to the applicant (see “Neighborhood Meeting Materials, Dated September 13, 2021” under the *Attachments* section of this report).

KEY ISSUES

Fencing
Groundwater Filter Strip
Manure Disposal Plan
Odors
Site Plan

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 8 to 0 to recommend **APPROVAL** of Special Use Permit SP2021-046, for **two (2) years**, subject to:

- 1) Only two (2) horses may be stabled on the subject property;
- 2) All recommendations from the conservation plan by the Wyandotte County Conservation District must be met, including:
 - a) Construction of a second, wintering stable for the two (2) horses. The applicant must present satisfactory stable building plans to both the Department of Planning & Urban Design and the Building Inspection Division of the Neighborhood Resource Center by November 24, 2021;
 - b) Production of a manure plan that includes the following elements:
 - (1) Immediate removal of the manure presently observed on the subject property;
 - (2) Construction of a structure to hold the on-site manure. Construction of this structure will require a variance, which the applicant must apply for and successfully be granted. The applicant must present satisfactory stable building plans to both the Department of Planning & Urban Design and the Building Inspection Division of the Neighborhood Resource Center as part of the variance process;
 - (3) Creation of a sediment basin to the east of the existing horse stable in order to catch runoff from the bare area in the front of the stable;
 - c) Erection of a fence in the rear yard of the subject property, in order to allow the horses to freely roam and graze, thus providing more exercise and reducing the amount of hay required to feed the horses;
 - d) Areas of the subject property need to be designated for grazing, and such designated areas must be weeded and reseeded;
 - e) A five (5)- to ten-foot buffer along the south boundary of the subject property must be preserved as a filter strip;

- f) After the pasture has improved, work with the Wyandotte County Conservation District to create a sustainable rotational grazing plan;
 - g) Removal of the two (2) goats observed by Conservation District Staff during the site visit, and removal of the on-site manure accumulating in the goat pen; and,
 - h) Creation of a sacrifice lot to allow for the future rotational grazing;
- 3) Aerial imagery from 2020 shows some large, unidentified items in the rear yard of the property. Any vehicles, scrap/junk, or other materials must be removed from the property in order to create a suitable environment for the horse. All vehicles must be parked on paved surfaces and all inoperable vehicles must be parked within a covered structure;
 - 4) All exterior lighting on the building must be hooded or controlled to direct light 90 degrees downward. No light may cast light or glare off the property or onto the public street. Any illumination that results from use of the parking lot shall not be seen or otherwise impact adjacent residential uses;
 - 5) Any property owner or business owner that is required to obtain a Special Use Permit for an entitlement to keep fowl or livestock animals as described in Section 27-593, or any other animal related activity as described in Section 27-593, is required to comply at all times with all the requirements of Chapter 7 and Chapter 27 of the Ordinance. This shall include all ordinance sections that relate to: the care, feeding, and keeping of animals; the proper housing, shelter, and restraint of animals from roaming at large; access to proper veterinary care; the operation and maintenance of land, property, and any building or structure related to animal keeping. The permit holder and the property owner are responsible to register any animal keeping activity with Kansas City, Kansas Animal Services, and to maintain annually that registration, and to arrange and participate in annual property and animal inspections with Kansas City, Kansas Animal Services;
 - 6) The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
 - 7) The Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit in order to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved; and,
 - 8) Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Urban Planning and Land Use Department (check made payable to the Unified Treasurer) immediately following the Unified Government Board

of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper.

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition **SP2021-046** subject to all comments and suggestions outlined in this staff report, and the conditions of the City Planning Commission.

ATTACHMENTS

November 8, 2021 City Planning Commission Minutes
Aerial Map
Zoning Map
Land Use Map
Photos of Property Provided by Staff, Dated May 23, 2021
Wyandotte County Conservation District Letter, Dated May 18, 2021
Conservation Plan, Dated September 2021
Neighborhood Meeting Materials, Dated September 13, 2021

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>Unified Government Commission</u>
Public Hearing Special Use	November 8, 2021 Approval	December 2, 2021

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

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition **SP2021-046** 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 **SP2021-046**, as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

November 8, 2021 City Planning Commission Minutes:

Hearing starts at 2:14:00 and the applicant was not present. The application was recalled at 2:52:10 and the applicant was not present.

SPECIAL USE PERMIT APPLICATION SP2021-046 – MAYRA HERNANDEZ – SYNOPSIS: Special Use Permit for two (2) horses on residential property at 1315 North 86th Street.

Detailed Outline of Requested Action: The applicant, Mayra Hernandez, is requesting a Special Use Permit to keep two (2) horses on a residential property at 1315 North 86th Street, the applicant's primary residence. The subject property is 4.84 acres. The horses will be kept in the rear yard, where they will graze and be stabled.

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

Property Maintenance Compliance History: There are no outstanding Notices of Violation attached to this property. The subject property has been previously cited by Property Maintenance Compliance:

- May 12, 2021- Enforcement Complaint
- August 17, 2020- Code Administrative Citation
- July 23, 2020- 14-Day Trash Abatement
- July 23, 2020- Code Administrative Citation
- May 20, 2020- 14-Day Trash Abatement
- February 21, 2020- Code Administrative Citation
- February 6, 2020- 14-Day Trash Abatement
- August 27, 2019- 14-Day Trash Abatement
- August 27, 2019- Code Administrative Citation
- May 1, 2019- Environment Junk
- February 14, 2019- Multiple Violations
- December 27, 2018- Multiple Violations

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 November 8, 2021;

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;
7. The Notices to property owners.

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

Present in Support:

- No one appeared

Present in Opposition:

- No one appeared

Staff Recommendation starts at 2:52:10: Planning Director Hand stated that the applicant was aware that she needed to be present this evening. Staff has worked extensively with the applicant over the past several months. The applicant is requesting to keep two (2) horses on their property that is just under five (5) acres. The property is in the Mid-Town area just north of State Avenue. The horses and other livestock are currently on the property, and Director Hand showed pictures of the property, stable and horses. Staff received the conservation plan from the Conservation District stating that the two (2) horses that are currently stabled are appropriate for this property. He further stated that the Conservation District's comments are conditions of approval in the Staff report. There are two (2) open Notices of Violation for debris on the property and one (1) of the conditions of approval is to rectify these violations. Staff has received no letters in support nor opposition and Staff recommends approval, subject to the conditions in the Staff report.

Motion and Vote starts at 2:54:45:

On motion by Mr. Miller, seconded by Ms. Armstrong, the Planning Commission voted as follows to **recommend APPROVAL of Special Use Permit SP2021-046:**

Carson	Chairman
Jones	Aye
Miller	Aye
Mohler	Aye
Pauley	Aye
Armstrong	Aye
Connelly	Aye
Ernst	Aye
Hill	Aye
Huey	Not Present

Motion to recommend APPROVAL Passed: 8 to 0

Subject to:

- 1) Only two (2) horses may be stabled on the subject property;**

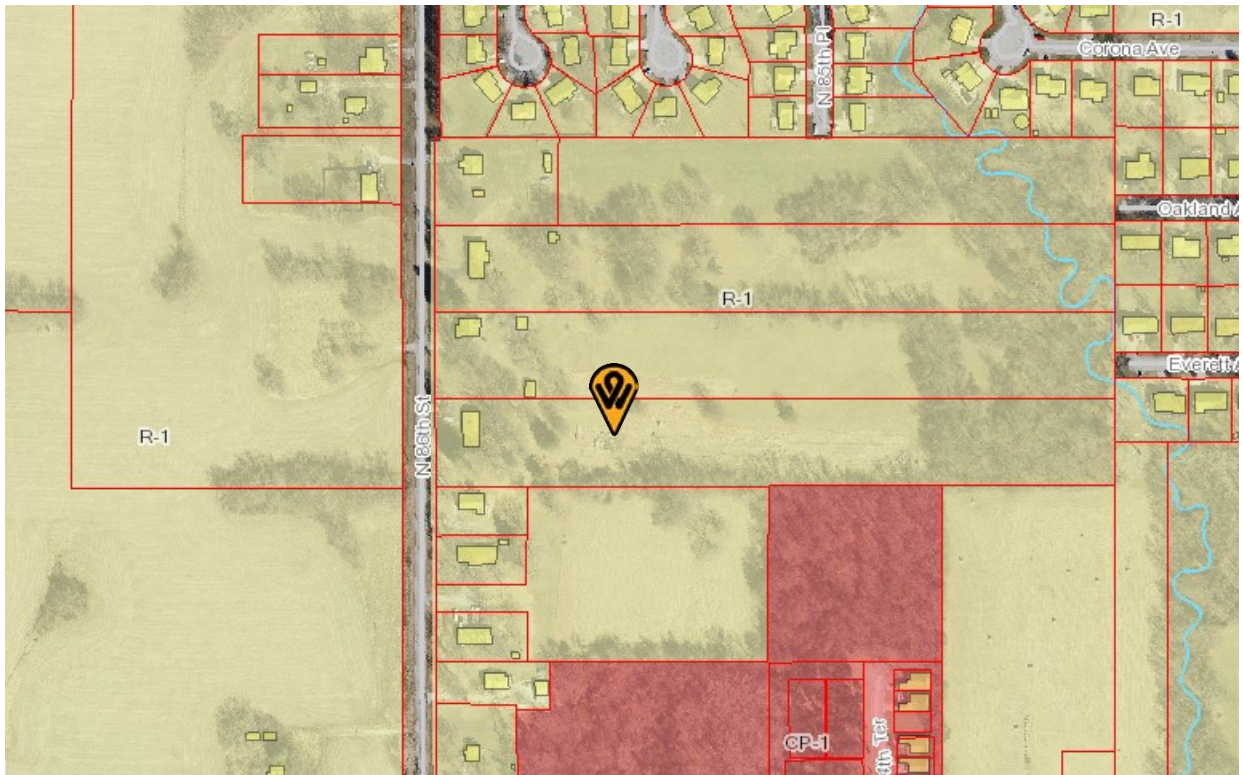
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 - b) Production of a manure plan that includes the following elements:
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 - (3) Creation of a sediment basin to the east of the existing horse stable in order to catch runoff from the bare area in the front of the stable;
 - c) Erection of a fence in the rear yard of the subject property, in order to allow the horses to freely roam and graze, thus providing more exercise and reducing the amount of hay required to feed the horses;
 - d) Areas of the subject property need to be designated for grazing, and such designated areas must be weeded and reseeded;
 - e) A five (5)- to ten-foot buffer along the south boundary of the subject property must be preserved as a filter strip;
 - f) After the pasture has improved, work with the Wyandotte County Conservation District to create a sustainable rotational grazing plan;
 - g) Removal of the two (2) goats observed by Conservation District Staff during the site visit, and removal of the on-site manure accumulating in the goat pen; and,
 - h) Creation of a sacrifice lot to allow for the future rotational grazing;
- 3) Aerial imagery from 2020 shows some large, unidentified items in the rear yard of the property. Any vehicles, scrap/junk, or other materials must be removed from the property in order to create a suitable environment for the horse. All vehicles must be parked on paved surfaces and all inoperable vehicles must be parked within a covered structure;
- 4) All exterior lighting on the building must be hooded or controlled to direct light 90 degrees downward. No light may cast light or glare off the property or onto the public street. Any illumination that results from use of the parking lot shall not be seen or otherwise impact adjacent residential uses;
- 5) Any property owner or business owner that is required to obtain a Special Use Permit for an entitlement to keep fowl or livestock animals as described in Section 27-593, or any other animal related activity as described in Section 27-593, is required to comply at all times with all the requirements of Chapter 7 and Chapter 27 of the Ordinance. This shall include all ordinance sections that relate to: the care, feeding, and keeping of animals; the proper housing, shelter, and restraint of animals from roaming at large; access to proper veterinary care; the operation and maintenance of land, property, and any building or structure related to animal keeping. The permit holder and the property owner are responsible

- to register any animal keeping activity with Kansas City, Kansas Animal Services, and to maintain annually that registration, and to arrange and participate in annual property and animal inspections with Kansas City, Kansas Animal Services;
- 6) The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
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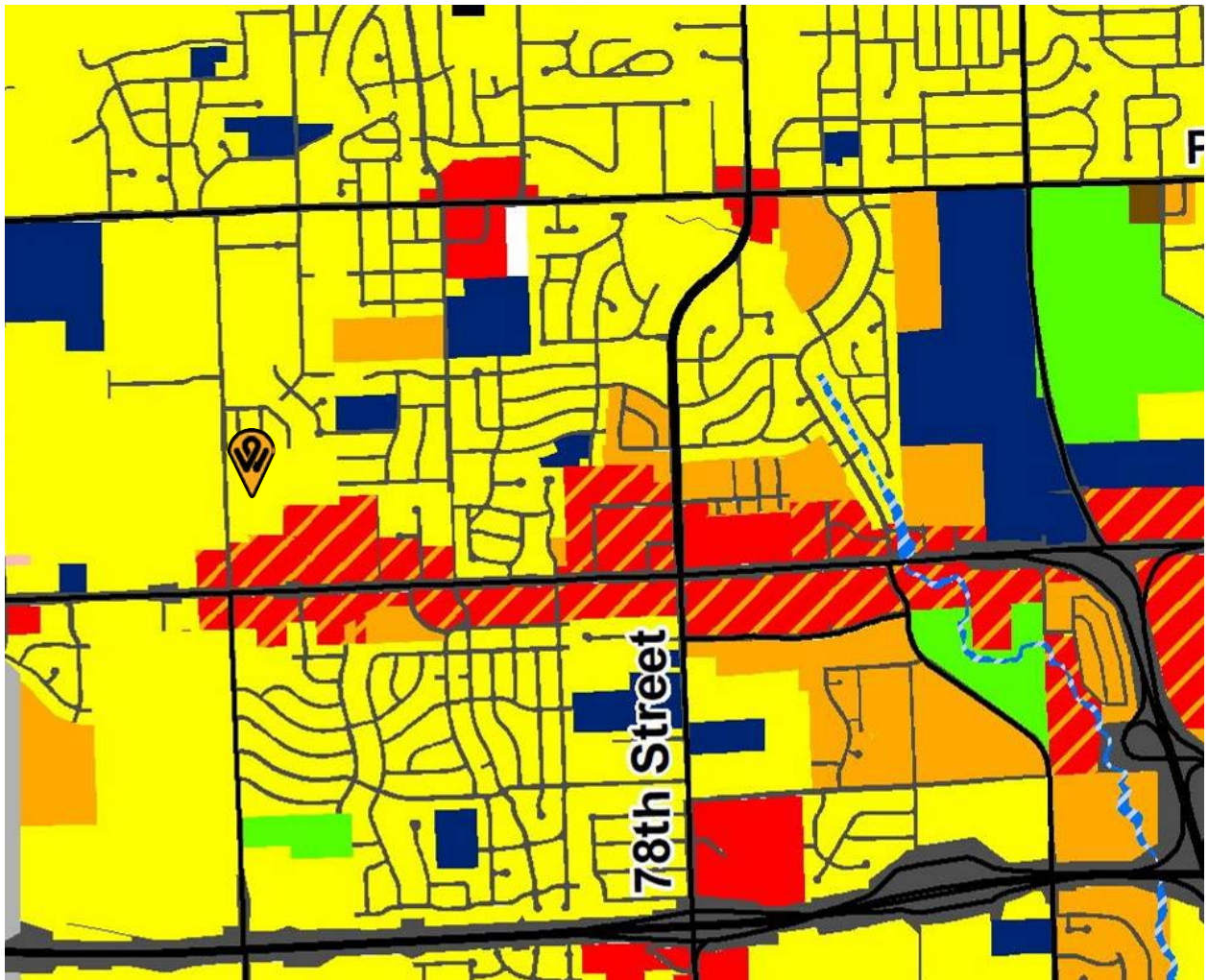
AERIAL MAP



ZONING MAP



LAND USE MAP



LAND USE PLAN

Legend:

Parks/Open Space	Neighborhood Commercial
Floodway	Mixed-Use
Public/Semi-Public	Community Commercial
Rural-Density Residential	Regional Commercial
Low-Density Residential	Business Park
Medium Density Residential	Industrial
Urban Residential	Utilities
High-Density Residential	Undermined Areas
	Right-of-Way

PHOTOS OF PROPERTY PROVIDED BY STAFF, DATED MAY 23, 2021



PHOTOS OF PROPERTY PROVIDED BY STAFF, DATED MAY 23, 2021, CONT.





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

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

May 18, 2021

RE: SP2021-046 Mayra Hernandez one horse at 1315 North 86th Street

Dear Mr. Hand:

The Wyandotte County Conservation District has completed an environmental review of the: SP2021-046 Mayra Hernandez one horse at 1315 North 86th 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 are three major soil type identified: Marshall silt loam, 2 to 5 percent slopes, Marshall silt loam, 5 to 9 percent slopes and Knox silt loam, 7 to 12 percent slopes. These soil types are considered erodible when the surface is denuded of a protective cover.
- This site will need a conservation plan. The plan will need to include control and disposal of animal waste. Rotational grazing plan needs to be developed.
- Animals have a tendency to destroy vegetation in certain areas. These areas need to be reseeded and protected until established.

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 delineation on the maps includes 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

SAMPLE:

(Please use this sample to develop your letter.)

Date: 9-6-21

Name Mayra Hernandez
Address 1315 N 86 St
City/State/Zip Kansas city KS 66112

SUBJECT: Neighborhood Meeting

I/We have filed an application with the Department of Urban Planning and Land Use # _____. The purpose of this:

(please use all that applies)

- change of zone
- special use permit
- preliminary plan review

is for a Special use Permit

at the following address: 1315 N 86 St Kansas city KS.
66112

I/We am having a neighborhood meeting on September 13, 2021 at
6 p.m. at the following address 1315 N 86 St Kansas city KS
66112

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

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

Sincerely,

Name and Contact Information

CONSERVATION PLAN, DATED SEPTEMBER 2021



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

Mayra Hernandez's Livestock Plan as of September 2021

When we visited the operation, on site we noted there were two (2) horses and two (2) goats on the property. All animals were located in a small section of the lot directly on the south property line. Currently there is a good summer stable area to keep the horses protected. There is a bare area in front of the stable area that has piles of animal waste. (pictures included) The goats were in a small bare ground very compacted pen with little grass cover an. Animal waste was visible. The majority of the back field, grassed area, is mostly weeds especially Johnson grass, a very poor quality pasture. None of the animals were being used for any agricultural practices.

Horses

A second building is needed to provide winter protection for the horses. We were told there are plans to construct an enclosed building for housing the horses in the winter.

Waste

The large visible amounts of manure on the property need to be cleaned up immediately with a plan to store future manure until it is hauled off. Waste can be incorporated into rain water and will run off the site onto the neighbor. A shed or building needs to be constructed that will hold the daily manure cleanup until it is hauled off and disposed off in a safe manner. We were told the owner is taking the manure to another location. Right now there needs to be a sediment basin to the east of the horse stable to catch runoff from the bare area in front of the stable.

Exercise-Feed

Fencing needs to be put in so that the animals have free range when they are not able to be exercised. It would also provide pasture for the animals and would reduce the need for some of the hay. We were told the animals were roping horses and are exercised during practice or walked around the property. They are receiving an 11 percent horse supplement along with hay. We were told the animals were going to the Veterinarian the next day September 15th for checkups.

Pasture

The site has three soil types; Marshall silt loam, 2 to 5 percent slopes, Marshall silt loam, 5 to 9 percent slopes and Knox silt loam, 7 to 12 percent slopes. These soils are good for pasture or hay land production. Part of the area could be cut for hay. The area needs to be reseeded with a good stand of grasses that are good for pasture or hay. Right now there are too many weeds making the grass poor quality and not good for the horses or goats. A good 5-10 foot filter strip should be incorporated along the South border of the property due to the topography of the land. Once the pasture has been improved we will help you to create a rotational grazing plan that is sustainable.

Goats

The two goats on the property are housed in a fenced in area which is heavily compacted, and very little grass cover. The area was covered in manure and need to be cleaned in order to prevent the waste from running off on to the neighbor's lot and down into the horses area. After speaking with Ms Hernandez, she indicated to us that she might not keep the goats. She was to let us know if they definitely decided to remove them.

Feed- Exercise

They are fed hay with a corn and alfalfa mixture. The building for the goats is not very substantial; it is alright for summer but not for winter. They will require an enclosed structure to protect them from the winter elements. The goats require a larger exercise area so that they don't create compaction of the soil and kill all the grass. The animals need to moved from the area they are in now, and it needs to be seeded. The waste on the bare lot needs to be cleaned up and stored safely until it is disposed of in a safe manner. The lot they are in now can be used as the sacrifice lot for wet conditions and winter use.

If the Animals are to be kept on the property the aforementioned improvements need to be completed quickly in order to develop a safe and healthy environment for all.

CONSERVATION PLAN, DATED SEPTEMBER 2021, CONT.



All of the above site photographs are taken from the Conservation Plan, but have been cropped and compiled by Staff.

(First published _____)

COZ2021-013

ORDINANCE NO. _____

AN ORDINANCE rezoning property hereinafter described located at approximately 626 North 47th Street, in Kansas City, Kansas, by changing the same from its present zoning of MP-1 Planned Light Industrial and Industrial Park, CP-1 Planned Limited Business and R-1 Single Family Districts to MP-2 Planned General Industrial District.

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

Section 1. It is hereby found and determined that a petition was filed on April 29, 2021, by the owners of property to have the zoning of said property changed from its present zoning of MP-1 Planned Light Industrial and Industrial Park, CP-1 Planned Limited Business and R-1 Single Family Districts to MP-2 Planned General Industrial 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:

DESCRIPTION:

PART OF LOT 2, OZLAND, A SUBDIVISION IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF AFORESAID LOT 2; THENCE S 87° 54' 27" W, ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 693.01 FEET; THENCE S 12° 34' 34" W, 104.16 FEET; THENCE S 1° 50' 31" E, 238.88 FEET; THENCE N 87° 52' 29" E, 719.00 FEET TO THE EAST LINE OF SAID LOT 2; THENCE NORTHERLY ALONG SAID EAST LINE, BEING ALONG A CURVE TO THE RIGHT, NOT TANGENT TO THE LAST DESCRIBED COURSE, HAVING AN INITIAL TANGENT BEARING OF N 02° 05' 28" W, A RADIUS OF 367.40 FEET AND A CENTRAL ANGLE OF 00°14'26", AN ARC LENGTH OF 1.54 FEET; THENCE N 1° 51' 02" W, ALONG SAID EAST LINE, A DISTANCE OF 337.70 TO THE POINT OF

BEGINNING. CONTAINING 242,744 SQUARE FEET, OR 5.573 ACRES, MORE OR LESS.

PROPOSED TRACT II

DESCRIPTION:

PART OF LOT 2, OZLAND, A SUBDIVISION IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF AFORESAID LOT 2; THENCE S 87° 54' 27" W, ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 693.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 87° 54' 27" W, ALONG SAID NORTH LINE, A DISTANCE OF 580.70 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S 2° 10' 59" E, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 668.78 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE N 87° 49' 02" E, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 1289.83 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N 1° 51' 02" W, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 209.41 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 47TH STREET, AS NOW ESTABLISHED AND TO A POINT OF CURVATURE; THENCE NORTHWESTERLY AND NORTHERLY ON A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF N 20° 50' 34" W, A RADIUS OF 367.40 FEET AND A CENTRAL ANGLE OF 18° 45' 06", AN ARC LENGTH OF 120.24 FEET; THENCE S 87° 52' 29" W, DEPARTING SAID EAST LINE AND RIGHT-OF-WAY LINE, A DISTANCE OF 719.00 FEET; THENCE N 1° 50' 31" W, 238.88 FEET; THENCE N 12° 34' 34" E, 104.16 FEET TO THE POINT OF BEGINNING. CONTAINING 611,498 SQUARE FEET, OR 14.038 ACRES, MORE OR LESS, Located at approximately 626 North 47th Street, Kansas City, Kansas,

be changed from its present zoning of MP-1 Planned Light Industrial and Industrial Park, CP-1 Planned Limited Business and R-1 Single Family Districts to MP-2 Planned General Industrial District as defined by the Zoning Ordinances of Kansas City, Kansas.

Section 3. Pursuant to the Code of City Ordinances, Section 27-469, 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 Planning and Urban Design Department of Kansas City, Kansas, is hereby ordered and directed to cause such designation to be made on the official District Map of said City in its custody and to show the property herein described to be now zoned for MP-2 Planned General Industrial 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 _____, 2021.

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY,
KANSAS

BY: _____
DAVID ALVEY
MAYOR/CHIEF EXECUTIVE OFFICER

ATTEST:

UNIFIED GOVERNMENT CLERK

APPROVED AS TO FORM:

CHIEF COUNSEL

(First published _____)

COZ2021-009

ORDINANCE NO. _____

AN ORDINANCE rezoning property hereinafter described located at approximately 2948 South 65th Street, in Kansas City, Kansas, by changing the same from its present zoning of R-1 Single Family District to A-G Agriculture 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 26, 2021, by the owners of property to have the zoning of said property changed from its present zoning of R-1 Single Family District to A-G Agriculture 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 OF THE SOUTH 5 ACRES OF THE NORTHWEST QUARTER OF
THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 11 SOUTH,
RANGE 24 EAST, KANSAS CITY, WYANDOTTE COUNTY, KANSAS,
LESS THAT PART TAKEN OR USED FOR ROAD PURPOSES, Located
at 2948 South 65th Street, Kansas City, Kansas,

be changed from its present zoning of R-1 Single Family District to A-G Agriculture 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 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 _____, 2021.

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY,
KANSAS

BY: _____
DAVID ALVEY
MAYOR/CHIEF EXECUTIVE OFFICER

ATTEST:

UNIFIED GOVERNMENT CLERK

APPROVED AS TO FORM:

CHIEF COUNSEL

(First published _____)

COZ2021-012

ORDINANCE NO. _____

AN ORDINANCE rezoning property hereinafter described located at approximately 3726 North 47th Terrace, in Kansas City, Kansas, by changing the same from its present zoning of R-1 Single Family District to A-G Agriculture 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 10, 2021, by the owners of property to have the zoning of said property changed from its present zoning of R-1 Single Family District to A-G Agriculture 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:

BEG 595.32FT WLY & 574FT SLY OF NE COR NW1/4; S 93FT, S45W-
37FT, S 600FT, E 405 FT, N 515FT, N07E- 213.24FT W 434.75 FT,
Located at 3726 North 47th Terrace, Kansas City, Kansas,

be changed from its present zoning of R-1 Single Family District to A-G Agriculture 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 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 _____, 2021.

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY,
KANSAS

BY: _____
DAVID ALVEY
MAYOR/CHIEF EXECUTIVE OFFICER

ATTEST:

UNIFIED GOVERNMENT CLERK

APPROVED AS TO FORM:

CHIEF COUNSEL

(First published _____)

COZ2021-017

ORDINANCE NO. _____

AN ORDINANCE rezoning property hereinafter described located at approximately 2332 South 14th Street, in Kansas City, Kansas, by changing the same from its present zoning of R-1(B) Single Family District to CP-O Planned Nonretail Business District.

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

Section 1. It is hereby found and determined that a petition was filed on May 27, 2021, by the owners of property to have the zoning of said property changed from its present zoning of R-1(B) Single Family District to CP-O Planned Nonretail Business 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:

9082, S28, T11, R25, ACRES 0.67, BEG 30FT W OF SE COR SW1/4 SW1/4; W 271.5FT, N 107.5FT, E 271.5FT, S 107.5FT TO POB CONTG 0.67AC M/L, Located at approximately 2332 South 14th Street, Kansas City, Kansas,

be changed from its present zoning of R-1(B) Single Family District to CP-O Planned Nonretail Business District as defined by the Zoning Ordinances of Kansas City, Kansas.

Section 3. Pursuant to the Code of City Ordinances, Section 27-463, the Governing Body approves the preliminary development plans, incorporated herein by reference, marked as the certified preliminary development plan, and maintained in the Planning and Urban Design Department as submitted to the Governing Body and received by the Unified Clerk.

Section 4. The Planning and Urban Design 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-O Planned Nonretail Business 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 _____, 2021.

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY,
KANSAS

BY: _____
DAVID ALVEY
MAYOR/CHIEF EXECUTIVE OFFICER

ATTEST:

UNIFIED GOVERNMENT CLERK

APPROVED AS TO FORM:

CHIEF COUNSEL

(First published _____)

COZ2021-018

ORDINANCE NO. _____

AN ORDINANCE rezoning property hereinafter described located at approximately 1625 South 86th Street, in Kansas City, Kansas, by changing the same from its present zoning of MP-1 Planned Light Industrial and Industrial Park and A-G Agriculture Districts to MP-3 Planned Heavy Industrial District.

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

Section 1. It is hereby found and determined that a petition was filed on May 28, 2021, by the owners of property to have the zoning of said property changed from its present zoning of MP-1 Planned Light Industrial and Industrial Park and A-G Agriculture Districts to MP-3 Planned Heavy Industrial 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:

CONTAINING 883,670 SQUARE FEET OR 20.29 ACRES. PART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 11 SOUTH, RANGE 24 EAST, OF THE 6TH PRINCIPLE MERIDIAN, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE N88°00'59"E, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 30.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SOUTH 86TH STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE N02°13'49"W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 729.28 FEET; THENCE N87°47'46"E, A DISTANCE OF 1286.32 TO A POINT ON THE WEST LINE OF WESTHILLS INDUSTRIAL PARK REPLAT, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, SAID POINT ALSO BEING ON THE CENTERLINE OF RUBY AVENUE, AS SHOWN ON SAID PLAT;

THENCE S02°31'09"E, ALONG THE WEST LINE OF SAID PLAT AND ALONG THE WEST LINE OF LOT 1, WESTHILLS INDUSTRIAL PARK THIRD PLAT, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, A DISTANCE OF 449.25 FEET TO A POINT ON NORTHERLY RIGHT OF WAY LINE OF KANSAS HIGHWAY K-32, SAID HIGHWAY ALSO BEING KNOWN AS KAW DRIVE; THENCE S53°17'06"W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 500.22 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE S88°00'59"W, ALONG SAID SOUTH LINE, A DISTANCE OF 876.28 FEET TO THE POINT OF BEGINNING. Located at approximately 1625 South 86th Street, Kansas City, Kansas,

be changed from its present zoning of MP-1 Planned Light Industrial and Industrial Park and A-G Agriculture Districts to MP-3 Planned Heavy Industrial District as defined by the Zoning Ordinances of Kansas City, Kansas.

Section 3. Pursuant to the Code of City Ordinances, Section 27-470, the Governing Body approves the preliminary development plans, incorporated herein by reference, marked as the certified preliminary development plan, and maintained in the Planning and Urban Design Department as submitted to the Governing Body and received by the Unified Clerk.

Section 4. The Planning and Urban Design Department of Kansas City, Kansas, is hereby ordered and directed to cause such designation to be made on the official District Map of said City in its custody and to show the property herein described to be now zoned for MP-3 Planned Heavy Industrial 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 _____, 2021.

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY,
KANSAS

BY: _____
DAVID ALVEY

MAYOR/CHIEF EXECUTIVE OFFICER

ATTEST:

UNIFIED GOVERNMENT CLERK

APPROVED AS TO FORM:

CHIEF COUNSEL

(First published _____)

COZ2021-031

ORDINANCE NO. _____

AN ORDINANCE rezoning property hereinafter described located at approximately 218 North 12th Street, 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.

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 27, 2021, by the owners of property to have the zoning of said property changed from its present zoning of R-1(B) Single Family District to R-2(B) 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:

LOTS 8 AND 9, BLOCK 18, BOSTON PLACE, A SUBDIVISION OF LAND
IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS,
Parcel #103103, Located at approximately 218 North 12th Street, Kansas
City, Kansas,

be changed from its present zoning of R-1(B) Single Family District to R-2(B) Two Family District, as defined by the Zoning Ordinances of Kansas City, Kansas.

Section 3. The Planning and Urban Design 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(B) 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 _____, 2021.

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY,
KANSAS

BY: _____
DAVID ALVEY
MAYOR/CHIEF EXECUTIVE OFFICER

ATTEST:

UNIFIED GOVERNMENT CLERK

APPROVED AS TO FORM:

CHIEF COUNSEL

ORDINANCE NO. _____

AN ORDINANCE authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas.

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

Section 1. Special Use Permit Granted. Pursuant to the regulations set forth in Chapter 27, Sec. 27-214 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, permission is hereby granted to use in the manner set forth in Section 2 hereof, the following described real property as set forth in SP2021-062, commonly known as 614 Reynolds Avenue, Kansas City, Kansas, legally described as:

Tract I: All of Lots 46, 47, 48, 49 and 50, lying South of 6th Street Auxiliary and West of 6th Street, Bolles Addition To Riverview, now in and a part of Kansas City, Wyandotte County, Kansas, less that part condemned by the City of Kansas City, Kansas, for street purposes;

Tract II: All of Lots 73, 74 and 75, Bolles Addition To Riverview, now in and a part of Kansas City, Wyandotte County, Kansas;

Tract III: All of Lot 76, Bolles Addition, and that portion of Lot 77, Bolles Addition, and of Lots 16, 17, and 18, Block 5, Riverview, not presently being used as the right of way for the Sixth Street Auxiliary Trafficway, originally condemned by the City of Kansas City, Kansas, by Ordinance No. 27601, all in Kansas City, Wyandotte County, Kansas.

Located at approximately 614 Reynolds Avenue, Kansas City, Kansas.

Section 2. That the real property hereinabove described shall hereafter be granted a Special Use Permit for live entertainment in a drinking establishment/neighborhood bar.

Section 3. Conditions and Stipulations. The Special Use permit granted in Section 1 and 2 hereinabove, in addition to full compliance with any general provisions contained in Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby contingent upon the

performance and observation of the following additional and supplementary regulations, stipulations, conditions and restrictions, of which any violation of any hereafter enumerated will be an additional basis for revocation in addition to those factors specified in Section 27-214:

- 1. This is an existing drinking establishment/bar with less than the code required off-street parking. Adding live entertainment does not change that parking ratio, as taverns serving alcohol or CMB and dance halls (which has been categorized as live entertainment) use the same parking calculation;**
- 2. Live entertainment must stop by 1:00 AM;**
- 3. The maximum number of occupants is seventy-five (75);**
- 4. Must comply with the Unified Government security ordinance per Sec. 4-104 and future amendments therein:**
 - a. The applicant must follow their self-described security plan;**
- 5. The windows and doors shall remain closed during any live entertainment events that increase the noise level above normal bar operation volumes;**
- 6. An I.D. scanner will be used at all times;**
- 7. Any illumination that results from an entertainment event shall not be seen or otherwise impact adjacent residential uses;**
- 8. Respond and resolve any issues brought to the attention of the operator by residents, property owners and/or neighborhood groups.**
 - a. 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 Board of Commissioners for revocation;**
- 9. The dumpster in the northeast corner of the improved parking lot must be kept within a code complaint trash enclosure;**
- 10. Clean the sidewalk of debris and weeds along North 6th Street Trafficway;**
- 11. Maintain the existing tree stand to screen the proposed use from residences;**
- 12. Per Sec. 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design to begin this process;**
- 13. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations; and,**
- 14. Subject to approval, the Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. The Applicant is solely**

responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit in order to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved; and,

15. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (check made payable to the Unified Treasurer) immediately following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper.

Section 4. Take Effect. This ordinance shall take effect as of the date of its publication as provided by law.

PASSED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS ____ DAY OF _____, 2021.

David Alvey, Mayor/CEO

Attest:

Unified Government Clerk

APPROVED AS TO FORM:

CHIEF COUNSEL

(Published _____)

SP2021-065

ORDINANCE NO. _____

AN ORDINANCE authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas.

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

Section 1. Special Use Permit Granted. Pursuant to the regulations set forth in Chapter 27, Sec. 27-214 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, permission is hereby granted to use in the manner set forth in Section 2 hereof, the following described real property as set forth in SP2021-065, commonly known as 4138 Lloyd Avenue, Kansas City, Kansas, legally described as:

MONTE CRISTO SUBDIVISION, A SUBDIVISION OF LAND IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, S34, T11, R25, ACRES 0.15, B1 L40 & L41, LOCATED AT APPROXIMATELY 4138 LLOYD AVENUE, KANSAS CITY, KANSAS.

Section 2. That the real property hereinabove described shall hereafter be granted a Special Use Permit for a Short-Term Rental.

Section 3. Conditions and Stipulations. The Special Use permit granted in Section 1 and 2 hereinabove, in addition to full compliance with any general provisions contained in Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby contingent upon the performance and observation of the following additional and supplementary regulations, stipulations, conditions and restrictions, of which any violation of any hereafter enumerated will be an additional basis for revocation in addition to those factors specified in Section 27-214:

1. The maximum number of guests, which has been deemed appropriate for the available accommodations shall be four (4);
2. Guest parking must be provided off-street. Maximum number of guest parking shall be two (2);
3. Parking must take place off-street. If this is not feasible, the applicant must prove why it is not. Maximum number of guest vehicles shall be two (2);

Commented [SS1]: If guest parking cannot be provided off-street, it must be proven why not.

4. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
5. Applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;
6. Applicant must post a copy of the Ordinance granting permission to operate the short-term rental, the expiration date of the Special Use Permit, a copy of the Occupational Tax Receipt, and the property manager's contact information within the entrance of the area that is rented;
7. Must provide a manual/welcome packet that lists all rules, including "No Parties, etc." This manual must inform guests that the Unified Government enforces this policy. Include the contact information for Host Compliance: 913-246-5133;
8. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,
9. The Special Use Permit shall be valid for one (1) year from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit in order to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved.

Commented [SS2]: Whatever is applicable.

Section 4. Take Effect. This ordinance shall take effect as of the date of its publication as provided by law.

PASSED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS ____ DAY OF _____, 2021.

David Alvey, Mayor/CEO

Attest:

Unified Government Clerk

APPROVED AS TO FORM:

CHIEF COUNSEL

(Published _____)

SP2021-066

ORDINANCE NO. _____

AN ORDINANCE authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas.

**BE IT ORDAINED BY THE UNIFIED GOVERNMENT COMMISSION OF
WYANDOTTE/COUNTY/KANSAS CITY, KANSAS:**

Section 1. Special Use Permit Granted. Pursuant to the regulations set forth in Chapter 27, Sec. 27-214 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, permission is hereby granted to use in the manner set forth in Section 2 hereof, the following described real property as set forth in SP2021-066, commonly known as 4001 North 74th Street, Kansas City, Kansas, legally described as:

PAUL'S PONDEROSA, a subdivision of land in Kansas City, Wyandotte County, Kansas, Lots 1 and 2, located at approximately 4001 North 74th Street, Kansas City, Kansas.

Section 2. That the real property hereinabove described shall hereafter be granted a Home Occupation Special Use Permit to operate a dog day care and boarding facility.

Section 3. Conditions and Stipulations. The Special Use permit granted in Section 1 and 2 hereinabove, in addition to full compliance with any general provisions contained in Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby contingent upon the performance and observation of the following additional and supplementary regulations, stipulations, conditions and restrictions, of which any violation of any hereafter enumerated will be an additional basis for revocation in addition to those factors specified in Section 27-214:

1. **Applicant maintains proof of Kansas Boarding License and continuously maintain the license through the life of the permit (if approved).**
2. **Adhere to the Standards in Section 11 above regarding animal keeping.**
3. **Commit to a daily waste disposal per conservation comments below.**

4. Ensure the entire area that dogs will access is fenced in to prevent escape or public nuisance.
5. If approved, applicant will need to register and file the occupation tax application with the business license office.
6. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper.
7. The Special Use Permit shall be valid for two (2) year from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit in order to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved.

Commented [SS1]: Whatever is applicable.

Section 4. Take Effect. This ordinance shall take effect as of the date of its publication as provided by law.

PASSED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS ____ DAY OF _____, 2021.

David Alvey, Mayor/CEO

Attest:

Unified Government Clerk

APPROVED AS TO FORM:

CHIEF COUNSEL

ORDINANCE NO. _____

AN ORDINANCE authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas.

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

Section 1. Special Use Permit Granted. Pursuant to the regulations set forth in Chapter 27, Sec. 27-214 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, permission is hereby granted to use in the manner set forth in Section 2 hereof, the following described real property as set forth in SP2021-067, commonly known as 230 South 65th Street, Kansas City, Kansas, legally described as:

Beginning at a point 1185 feet east and 20 feet south of the northwest corner of the southeast quarter of section 15, township 11, range 24: thence south 70 feet: thence west 322 feet: thence north 70feet: thence east 322 feet to the point of beginning in Wyandotte County Kansas

Also,

Beginning at a point 90 poles east and 90 feet south of the northwest corner of the southeast corner of section 15 township 11 range 24, in Wyandotte County Kansas thence south 350 feet thence west 622 feet thence north 350 feet thence east 622 feet to the point of beginning, except that part thereof taken or used for public roadway

Also, except the following: Beginning at 873 ft east of the Northwest corner of the southwest quarter of section 15 township 11 south, range 24 east in Kansas City Wyandotte County Kansas thence south 1 degree 02 minutes 33 seconds west, 90 ft thence east 190 feet thence north 1 degree 02 minutes 33 seconds east 90 feet, thence west 190 feet to the point of beginning, except the north 20 feet in Speaker Road

Also, except the following: Beginning at the northwest corner of the southeast quarter of section 15, township 11 south, range 24 east of the sixth PM in Kansas City Wyandotte County, Kansas, thence north 88 degrees 42 minutes 20 seconds east, 1485.00 feet along the north line of said southeast quarter, thence

south 290.00 feet to the true point of the beginning of the tract of land hereinafter described thence containing south 125 feet thence south 88 degrees 42 minutes 20 seconds east, 225.00 feet parallel to said north line, thence north 125 feet thence north 88 degrees 42 minutes 20 seconds east, 225 ft parallel to said north line to the true point of beginning

Tract 2

Beginning at a point 873.90 feet east of the northwest corner of the southeast quarter of section 15, township 11 south , range 24 east in Kansas City Wyandotte County Kansas thence south 1 degree 02 minutes 33 seconds west 90 feet thence east 190.00 feet thence north 1 degree 02 minutes 33 seconds east 90 feet thence west 190 feet to the point of beginning except the north 20.00 feet in Speaker Road

Located at approximately 230 South 65th Street, Kansas City, Kansas.

Section 2. That the real property hereinabove described shall hereafter be granted a Special Use Permit to operate a skate park and skate school.

Section 3. Conditions and Stipulations. The Special Use permit granted in Section 1 and 2 hereinabove, in addition to full compliance with any general provisions contained in Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby contingent upon the performance and observation of the following additional and supplementary regulations, stipulations, conditions and restrictions, of which any violation of any hereafter enumerated will be an additional basis for revocation in addition to those factors specified in Section 27-214:

- 1) **The hours of operation for the skate park will be from 12:00 PM to 7:00 PM daily;**
- 2) **Special Use Permit for an athletic facility (skate park) shall only apply to the 8,000-sqaure-foot area as designated by the applicant on the floor plan provided. A partition wall must divide the entirety of the 8,000-square-foot area designated as the skate facility from the remainder of the building. Any expansion or alteration of the space will require SP2021-067 to be amended by the City Planning Commission and the Board of Commissioners;**
- 3) **A Final Plan Review of the landscaping, parking lot, and building façade, per all relevant zoning district, landscaping, and/or CDGOD ordinances, may be required, and if so, must be successfully granted within six (6) months of the approval of SP2021-067 by the Board of Commissioners;**
- 4) **A separate Special Use Permit for temporary use of land for commercial or industrial purposes must be issued, as storage of material and equipment for a separate business and use is not allowed in either the R-1 or C-3 Districts. Note that under this Special Use Permit, any stored equipment or**

material shall be removed upon the date of expiration of the special use permit, which permit shall not be approved for more than two (2) years. This separate Special Use Permit must be granted within six (6) months of the approval of SP2021-067 by the Board of Commissioners;

- 5) Trees are required at not less than one per 7,000 square feet of site area;
- 6) Parking must be screened from adjacent streets by walls, shrubs, trees, or other design elements. Therefore, the applicant must provide landscaping along the east side of the parking lot, to mitigate the amount of light, noise, and visuals reaching the adjacent residence at 234 South 65th Street;
- 7) Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the unified government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design to begin this process;
- 8) All exterior lighting on the building must be hooded or controlled to direct light 90 degrees downward. No light may cast light or glare off the property or onto the public street;
- 9) If approved, occupying businesses will need to maintain a current business occupation tax application with this office;
- 10) Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper;
- 11) The Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit in order to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved, and,
- 12) The applicant, contractors, subcontractors, and related third parties shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets and Retaining Walls, as applicable.

Section 4. Take Effect. This ordinance shall take effect as of the date of its publication as provided by law.

PASSED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS ____ DAY OF _____, 2021.

David Alvey, Mayor/CEO

Attest:

Unified Government Clerk

APPROVED AS TO FORM:

CHIEF COUNSEL

ORDINANCE NO. _____

AN ORDINANCE amending language in order to clear ambiguities, clarify procedures and processes, and to add definitions for historic landmarks and historic districts within **Sections 27-80 – 27-169**, Chapter 27, Article IV, Divisions 1 – 4 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas.

WHEREAS, the Unified Government Board of Commissioners finds and declares that the present and future economic and general welfare of the people of the city and of the public generally are founded on the contributions of the past; and,

WHEREAS, many of these contributions are manifested in districts, sites, buildings, structures and objects that reflect the richness and diversity of the city's history by their design, association and integrity; and,

WHEREAS, many historic properties have been lost through demolition and destructive rehabilitation, notwithstanding the feasibility of preserving and continuing the use of such properties and without adequate consideration of the irreplaceable loss to the people of the city of the historic, cultural and architectural values represented by such sites, buildings, structures and objects; and,

WHEREAS, distinct areas and districts may be similarly uprooted or may have their distinctiveness destroyed, although the preservation thereof may be both feasible and desirable; and,

WHEREAS, the economic and general welfare of the city cannot be maintained or enhanced by disregarding the historic, cultural and architectural heritage of the city and by countenancing the destruction of such assets; and,

WHEREAS, it is the purpose of Chapter 27, Article IV to identify, protect, enhance and perpetuate districts, sites, buildings, structures and objects that represent or reflect distinctive and important elements of the city's historic, cultural and architectural heritage; to safeguard the city's historic, cultural and architectural heritage as embodied and reflected in such districts, sites, buildings, structures and objects; to stabilize and improve property values in such locations; to encourage the conservation and preservation of neighborhoods having distinct historic, cultural or architectural characteristics; to foster civic pride in the beauty and noble accomplishments of the past; to protect and enhance the city's attractions for tourists and visitors and provide incidental support and stimulus to business and industry; to strengthen the economy of the city; to promote the use of historic landmarks and historic districts for the culture, economy, education and welfare of the people of the city; and to promote the safety, health, morals and general welfare of the city as a whole; and,

WHEREAS, the historic preservation initiatives of the Unified Government would be better aided through clear ordinance language that can be better navigated, understood, and acted on by residents and owners of historically listed properties.

**BE IT ORDAINED BY THE UNIFIED GOVERNMENT COMMISSION OF
WYANDOTTE/COUNTY/KANSAS CITY, KANSAS:**

That Chapter 27, Planning and Development, Article IV, Sections 27-80 to 27-169 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, are hereby amended to read as follows:

DIVISION 1. – GENERALLY

27-80 – Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adaptive use means the process of adapting a building to a use other than that for which it was designed, e.g., a piano factory being converted into housing or a mansion into offices. This may involve restoration and/or rehabilitation, and may be accomplished with varying changes to the appearance of a structure from minimal to major.

Administrative determination means a final decision by the director of planning or their designee.

Authorized neighborhood group means an organization, association, or group recognized by a unified government department or entity such as Livable Neighborhoods or Economic Development, such authorized group being one that closely represents the residents and properties of a historic district.

Construction means the act of building, adding to, or remodeling of a structure.

Day means any day other than a Saturday, Sunday or legal holiday; provided, however, that for the purposes of section 27-83, the term "day" means every day of the week.

Demolition by neglect means neglect in maintaining, repairing, or securing a historically listed property that results in (i) loss of the character of a documented exterior architectural feature of the site, building, structure, or object that contributes to its status as a historically listed property; (ii) deterioration of an exterior feature of the site, building, structure, or object; or (iii) the loss of the structural integrity of the site, building, structure or object.

Development means any man-made changes to improved or unimproved real estate, including but not limited to buildings or other structures, grading, filling, paving, excavation or storage of equipment or materials with or without permits.

Environs means the historic property's associated surroundings and the elements or conditions which serve to characterize a specific place, neighborhood, district, or area. More specifically, a 200-foot area surrounding a historic property or district listed on the National Register of Historic Places, the Register of Historic Kansas Places or has obtained designation as a historic landmark or district.

Exterior architectural feature means the general arrangement and components of all of the outer surfaces of a building, structure, or object, including, but not limited to, the kind, color and texture of the building material and the type and style of all windows, doors, lights, signs and other fixtures appurtenant to such building, structure or object. The paint color is not an exterior architectural feature.

Historic, cultural or architectural significance means that quality present in districts, sites, buildings, structures and objects having integrity of location, design, setting, materials, workmanship, feeling and association and that:

- (1) Is associated with events that have made a significant contribution to the broad patterns of our history;
- (2) Is associated with the lives of persons significant in our past;
- (3) Embodies the distinctive characteristics of a type, period or method of construction, that represents the work of a master, that possesses high artistic values, or that as a district represents a significant and distinguishable entity whose components may lack individual distinction; or
- (4) Has yielded, or may be likely to yield, information important to prehistory or history.

Historically listed property means any historical site, building, structure, object, or district, including all sites, buildings, structures, or objects within said district, that has been designated on the National Register of Historic Places, the Register of Historic Kansas Places, or as a local historic landmark or local historic district.

Improvement means any building, structure, wall, fence, steps, paving, work of art, or other object constituting a physical betterment of real property, or any part of such betterment.

Landscaping means living plants, such as trees, shrubs, vines, ground cover, flowers and grass turf. It may include such nonliving features as stone, sand, bark and brick pavers (excluding walkways and driveways), and structural or decorative features such as fountains, pools, earthen berms or mounds, walls, fencing, benches, pergolas, lighting, etc.

Local historic district means a geographically definable area possessing a substantial concentration, linkage or continuity of sites, buildings, structures or objects united associationally by historic events or physically by historic plan, historic design or historic development within a contiguous configuration of land, designated by the unified government board of commissioners as having particular historic, cultural or architectural significance, and

limited in size to that reasonable area needed to sustain the integrity and to maintain the proper identification of the district.

Local historic landmark means any ~~single-site~~, building, structure, or object designated by the unified government board of commissioners as having particular historic, cultural or architectural significance.

Non-contributing characterizes any site, building, structure, or object that cannot contribute to the significance of a landmark, district, and/or their environs due to substantial alterations since the period of the landmark, district, and/or their environs' significance or due to not sharing the historic associations of the landmark, district, and/or their environs.

Normal maintenance and repair means any work for which a building permit is not required by law, where the purpose and effect of such work is to correct any deterioration or decay of or damage to a structure or any part thereof and to restore the same, as nearly as may be practicable, to its condition prior to the occurrence of such deterioration, decay or damage.

Preservation means the application of measures designed to sustain the form and extent of a district, site, building, structure or object essentially as existing.

Rehabilitation means the process of returning a building, structure or object to a state of usefulness by repairs or alterations when its significance does not justify full restoration and when its condition or proposed use precludes preservation in its existing form.

Restoration means the process of accurately recovering, by the removal of later work and the replacement of missing earlier work, the form and details of a building, structure or object, together with its setting, as it appeared at a particular period of time.

27-81 – Policy.

- (a) The unified government board of commissioners finds and declares that the present and future economic and general welfare of the people of the city and of the public generally are founded on the contributions of the past. Many of these contributions are manifested in districts, sites, buildings, structures and objects that reflect the richness and diversity of the city's history by their design, association and integrity. The history so reflected includes the emigrant Indian tribes, the struggle against slavery, the railroads and the opening of the West, the Kansas Fever Exodus of 1879—1880, the development of major industries and the arrival of European immigrants, and all those factors attendant on the growth and development of a midwestern urban area.
- (b) The unified government board of commissioners further finds that many historic properties have been lost through demolition and destructive rehabilitation, notwithstanding the feasibility of preserving and continuing the use of such properties and without adequate consideration of the irreplaceable loss to the people of the city of the historic, cultural and architectural values represented by such sites, buildings, structures and objects. In addition, distinct areas and districts may be similarly uprooted or may have their distinctiveness destroyed, although the preservation thereof may be both feasible and desirable. It is the sense of the unified government board of commissioners that the economic and general

welfare of the city cannot be maintained or enhanced by disregarding the historic, cultural and architectural heritage of the city and by countenancing the destruction of such assets.

27-82 – Purpose.

The purposes of this article are:

- (1) To identify, protect, enhance and perpetuate districts, sites, buildings, structures and objects that represent or reflect distinctive and important elements of the city's historic, cultural and architectural heritage.
- (2) To safeguard the city's historic, cultural and architectural heritage as embodied and reflected in such districts, sites, buildings, structures and objects.
- (3) To stabilize and improve property values in such locations.
- (4) To encourage the conservation and preservation of neighborhoods having distinct historic, cultural or architectural characteristics.
- (5) To foster civic pride in the beauty and noble accomplishments of the past.
- (6) To protect and enhance the city's attractions for tourists and visitors and provide incidental support and stimulus to business and industry.
- (7) To strengthen the equity and economy of the city.
- (8) To promote the use of historically listed properties ~~historic landmarks and historic districts~~ for the culture, economy, education and welfare of the people of the city.
- (9) To promote the safety, health, morals and general welfare of the city as a whole.
- (10) To promote an inclusive voice for more communities to tell their story of place by preserving their built environment.

27-83 – Compliance, violations and penalty.

- (a) It shall be unlawful for any person to construct, reconstruct, structurally alter, remodel, renovate, restore, demolish, demolish by neglect, raze, maintain, excavate, zone, or place signs in or on any local historic landmark or ~~within a~~ local historic district in violation of the provisions of this article.
- (b) In addition to other remedies, the city may institute injunction, mandamus, administrative citation, or other appropriate action or proceeding to prevent such unlawful construction, restoration, demolition, razing, maintenance, excavating, zoning or placement of a sign to restrain, correct or abate such violation. Any administrative citation issued shall follow the penalty scale listed in Sec. 2-652.
- (c) Any person violating any provision of this article shall be guilty of a separate offense for each day or portion thereof during which any such violation is committed, continued or permitted, and each offense shall be punishable by a fine of not more than ~~\$200.00~~ \$1,500.00.
- (d) This article applies to all local historic landmarks and local historic districts within the municipal boundaries of Kansas City, Kansas, and Loring under an interlocal agreement, if applicable.

27-84 – Enforcement.

The building official shall enforce this article.

27-85—27-111 – Reserved.

DIVISION 2. – LANDMARKS COMMISSION

27-112 – Created.

There is created a landmarks commission.

27-113 – Membership.

- (a) The landmarks commission shall be composed of 11 members. The members shall be residents of the county at the time of their appointments and thereafter for the duration of their terms. The members of the commission shall at all times include one architect, one real estate broker or appraiser, one officer of a mortgage lending institution, and one person with training or experience specifically in the fields of history, architectural history or historic preservation.
- (b) ~~The county administrator or the administrator's designee~~ director of planning may serve as an ex officio member and may not vote, but shall assist the commission in performing its functions and provide such staff support as may be necessary.

27-114 – Officers and meetings.

- (a) The members of the landmarks commission shall meet at such time and place as may be fixed in the commission's bylaws. The commission shall elect one member as chairperson and one member as vice-chairperson who shall serve one year and until their successors have been elected. Special meetings may be called at any time by the chairperson or in the chairperson's absence by the vice-chairperson. The commission shall adopt bylaws for the transaction of business and hearing procedures. A record of all proceedings of the landmarks commission shall be kept. The commission may employ such persons deemed necessary and may contract for such services as the commission requires. The commission, from time to time, may establish subcommittees, advisory committees or technical committees to advise or assist in the activities of the commission. ~~The members of the landmarks commission shall meet at least once a month at such time and place as they fix by vote of the members. Special meetings may be called as needed by the chairperson or, in his absence, by the vice-chairperson.~~
- (b) The members of the landmarks commission shall should meet at least once a month at such time and place as they fix by vote of the members. Special meetings may be called as needed by the chairperson or, in his absence, by the vice-chairperson.
- (b)(c) The unified government director of planning or their designee shall serve as the secretary of the commission. The director shall serve without additional compensation and shall, on behalf of the commission, cause a record to be kept of its proceedings, attest to all resolutions properly passed by the commission and to perform all duties otherwise provided by law.
- (e)(d) If the commission does not meet during the period of one consecutive 12-month time span, its powers and duties shall be assigned to the unified government planning commission, and the commission is abolished; provided that, if the commission is abolished, it may be recreated, with new appointees, by the resolution of the unified government board of commissioners.

27-115 – Powers and duties.

- (a) The landmarks commission ~~may~~ shall conduct investigations to determine the existence, identity and location of districts, sites, buildings, structures and objects within the corporate limits of the city which should be preserved for posterity and develop and maintain an inventory of the same.
- (b) The landmarks commission shall recommend to the unified government board of commissioners the designation of districts, sites, buildings, structures and objects as historic landmarks and historic districts. The recommendations shall be made by a majority vote of the quorum present of the commission following a public hearing regarding the matter. Recommendations may be proposed by:
 - (1) The landmarks commission on its own initiative;
 - (2) A concerned property owner; or,
 - (3) Any interested citizen, group of citizens or unified government department or organization.
- (c) The landmarks commission shall review and comment on any National Register of Historic Places or Register of Historic Kansas Places nominations forwarded by the State Historic Preservation Office.
- ~~(e)~~(d) The landmarks commission shall hold public hearings on proposed recommendations at its regular monthly meetings.
- ~~(d)~~(e) The landmarks commission may explore potential sources of funds with which to accomplish its stated goals and objectives, encourage the formation of foundations, trusts and organizations for the advancement of the same, and support and coordinate the efforts of any such organizations dedicated to the support and advancement of those purposes.
- ~~(e)~~(f) The landmarks commission may undertake any activities that affect or relate to the preservation of historic landmarks and districts as so directed by the unified government board of commissioners.
- ~~(f)~~(g) The landmarks commission shall establish and promulgate rules and regulations relating to this article and consistent with its purposes.

27-116—27-143 – Reserved.

DIVISION 3. – DESIGNATION OF HISTORIC LANDMARKS AND HISTORIC DISTRICTS

27-144 – Public hearing and recommendation.

- (a) An application for designation of historic landmarks and historic districts shall be filed in accordance with the rules and regulations as established and promulgated by the landmarks commission. The application shall contain a legal description of the subject property or district, current photographs of the property or district adequate to portray its appearance and condition, and a statement describing the historic, cultural or architectural significance of such property or district, together with any pertinent supporting documentation and identification of contributing and non-contributing structures-elements. After receipt of the application, a public hearing shall be held by the landmarks commission at the next regularly scheduled meeting, or by special meeting. Public notice of the hearing shall be published at least one time in the official newspaper of the unified government not less than 20 days prior to such hearing. The notice shall state the time and place and general purpose of the hearing. A copy of the notice shall be mailed to each owner of record of the affected property or district, which is defined as all real property within 200 feet of the boundaries of the proposed designation, as well as to leaders of authorized neighborhood groups. At the

public hearing, the landmarks commission shall review all pertinent staff comments and recommendations, and shall make findings and conclusions regarding the designation of the historic landmark or historic district. A majority vote of the quorum present shall be required to constitute a recommendation of approval.

- (b) The recommendation of the landmarks commission shall immediately be forwarded to the unified government board of commissioners. The recommendation shall specifically define the historic landmark or historic district to be designated.
- (c) Upon application for designation of a historic landmark or historic district, the unified government board of commissioners may order a moratorium on the issuance of building permits for exterior alterations other than normal maintenance and repair, permits for building additions or permits for demolition with respect to any real property proposed for designation as a historic landmark or located within a historic district. In ordering the moratorium for building and demolition permits, the unified government board of commissioners shall consider, among other proper legislative factor considerations, the following:
 - (1) Existing studies or information substantiating the historic or architectural significance of the proposed landmark or district;
 - (2) Previous listing of the proposed landmark or district on the Register of Historic Kansas Places or the National Register of Historic Places;
 - (3) Probable cause that the property or district meets one or more of the requirements for designation as a historic landmark or a historic district; and
 - (4) The extent that demolition or exterior alteration would be detrimental to the alleged historic, cultural or architectural character of the district, site, building, structure or object.
- (d) The moratorium shall continue until final action on the application for designation has been taken by the unified government board of commissioners, but in no case shall the moratorium extend more than 90 days subsequent to the date of application therefor.

27-145. - Action by unified government board of commissioners.

- (a) Notice requirements of section 27-144(a) shall be applicable to meetings by the unified government board of commissioners for the purposes of this section.
- (b) If the unified government board of commissioners approves the recommendations of the landmarks commission, the unified government board of commissioners may, by ordinance:
 - (1) Adopt the proposed amendment; or
 - (2) Deny the application only when the landmarks commission specifically recommends denial.
- (c) If the unified government board of commissioners disapproves the recommendation, it must resubmit the item to the landmarks commission for further consideration, with a written statement specifying the basis for disapproval. After further consideration, at the next regularly scheduled meeting, the landmarks commission shall submit the same, a new, or an amended recommendation. Upon receipt of the second recommendation, the unified government board of commissioners may, by ordinance:
 - (1) Adopt the proposed amendment;
 - (2) Supplement or change the amendment prior to adoption; or
 - (3) Deny the recommendation.

27-146. – Adoption by unified government board of commissioners.

- (a) The unified government board of commissioners shall adopt the local historic landmark or local historic district designation by ordinance. Upon the passage of such an ordinance:
- (1) The suffix "-H" shall be appended to the zoning classification of the particular district, site, building, structure or object so approved. Such designation shall be in addition to any other zoning district classification established.
 - (2) The official zoning district maps shall be changed to reflect the designation of all parcels within a local historic landmark districts and or a local historic landmark subdistricts by the letter "-H," used as a suffix.
 - (3) Upon the adoption of a local historic landmark or local historic district by the unified government board of commissioners, a 200-foot environs shall be created around the boundaries of the local historic district or the parcel or structural boundaries of the local historic landmark, whichever is designated as the boundaries of the local historic landmark.
 - (4) The suffix "-HE" shall be appended to the zoning classification of the parcels within the environs of a local historic landmark or a local historic district. Such designation shall be in addition to any other zoning district classification established.
 - (5) The official zoning district maps shall be changed to reflect the designation of all parcels within the environs of a local historic landmark or a local historic district by the letters "-HE," used as a suffix.
 - ~~(3)~~(6) Within ten days following passage of the ordinance designating property as a local historic landmark or local historic district, written notice of the designation, together with a copy of the ordinance, shall be sent to the owner of record of each property so designated and the environs thereof, or each property within the local historic landmark and local historic district, and the environs thereof. designated district.
 - (7) The director of planning may implement other methods to notify property owners of a local historic landmark or local historic district designation and their environs thereof.
 - ~~(4)~~(8) The following department or division heads shall be notified in writing of the historic designation:
 - a. Planning;
 - b. Community development;
 - c. Building inspection;
 - d. Engineering; and
 - e. Any other deemed appropriate.
- (b) Within 30 days following passage of the ordinance designating property as a local historic landmark or local historic district, written notice of such designation, together with a copy of the ordinance, shall be filed with the register of deeds of the county.
- (c) Within six (6) months of receiving designation as a local historic landmark, the property owner must erect a permanent sign identifying the local historic designation on the property.

27-147. – Criteria for designation.

- (a) In making a recommendation concerning designation or in designating a local historic landmark or local historic district, the landmarks commission and the unified government board of commissioners, respectively, shall determine that the proposed local historic landmark or local historic district meets one or more of the following criteria:

- (1) Prior designation on lists of historic sites, including, but not limited to, the National Register of Historic Places and the Register of Historic Kansas Places.
 - (2) Character, interest or value as part of the development, heritage or culture of the city, the state or the United States.
 - (3) Location as the site of a significant historic event.
 - (4) Identification with a person or persons who significantly contributed to the culture and development of the city.
 - (5) Exemplification of the cultural, economic, social or historical heritage of the city.
 - (6) Portrayal of the environment of a group of people in an era of history characterized by distinctive architectural style or sequence of styles.
 - (7) Embodiment of distinguishing characteristics of an architectural type or specimen.
 - (8) Identification as the work of an architect or master builder whose individual work has influenced the development of the city.
 - (9) Embodiment of elements of architectural design, detail, materials, artistry, or craftsmanship that represent a significant architectural innovation.
 - (10) Relationships to other distinctive buildings, sites or areas that are eligible for preservation according to a plan based on historic, cultural or architectural motif.
 - (11) Unique location or singular physical characteristics representing an established and familiar visual feature of a neighborhood, community or the city.
 - (12) Archaeological value in that it has produced or can be expected to produce data affecting theories of historic or prehistoric interest.
 - (13) Value as an aspect of community sentiment or public pride.
- (b) Properties that have achieved significance within the past 50 years shall not be considered eligible for designation. However, such properties will qualify if they are integral parts of districts that do meet the criteria or if the property is determined to be of exceptional importance.

DIVISION 4. – REVIEW OF PROJECTS WITHIN HISTORIC LANDMARKS, HISTORIC DISTRICTS, AND THEIR ENVIRONS.

27-148. – Application requirements

All activity on or within a historically designated property requires that the current landmarks commission application be submitted in satisfaction with 27-198, be it for a certificate of appropriateness, environs reviews, or an exemption thereof.

27-149. – Minimum maintenance requirements.

Any site, building, structure, or object thereon designated as a historically listed property, whether owned or controlled privately or by any public agency, shall receive reasonable care, maintenance, and upkeep appropriate for the protection, preservation, enhancement, perpetuation, or use in compliance with the terms of this article and chapter 8, article VIII. Enforcement of this requirement also shall be in compliance with the terms of this article and chapter 8, article VIII. All efforts by the unified government should be to prevent demolition by neglect of any historically listed property.

27-150148. – Property owned by public agencies.

- (a) The unified government, or any subdivision thereof, or any other public agency, such as community colleges, school districts, public utilities, and other public authorities, which

may own or acquire property in the city shall not undertake any project which will encroach upon, damage, or destroy any ~~real property designated as a historically listed property~~ historic landmark or as part of a historic district or the environs of a ~~historically listed such~~ property until the landmarks commission has been given notice and an opportunity to review and comment upon the proposed project. ~~If the~~ The landmarks commission shall make a determination whether ~~determines that~~ such proposed project will encroach upon, damage, or destroy any ~~real property designated as a historically listed property, historic landmark, or as part of a historic district or the environs of a historically listed such~~ property. If the landmarks commission makes the determination that such project does encroach upon, damage, or destroy any historically listed property, such project shall not proceed until:

- (1) The unified government board of commissioners has made a determination, based on prudent consideration of all relevant factors, that there is no feasible and prudent alternative to the proposal and that the program includes all possible planning to minimize harm to such real property resulting from such use; and
 - (2) Five days' notice of such determination has been given to the landmarks commission. Upon such determination by the board of commissioners, five days' notice shall be given to the landmarks commission of the determination and the project shall not proceed during that time.
- (b) Such review and determination shall be in addition to any similar review and determination that may be required by the Kansas Historic Preservation Act (K.S.A. 75-2715—75-2725).
- (c) Such review and determination by the landmarks commission and the board of commissioners shall not be made by the certificate of appropriateness or environs review prerequisite.

27-~~151~~449. – Certificate of appropriateness—Prerequisite to building permit, etc.

- (a) No building or demolition permit, whether to erect, construct, enlarge, alter, repair, move, improve, remove, excavate, convert or demolish any site, building, structure, or object ~~utility~~ shall be issued in accordance with this Code, with respect to any real property designated as a local historic landmark or a local historic district ~~located within a historic district~~, except in accordance with the terms and provisions of a certificate of appropriateness as approved by the landmarks commission. ~~However, a building permit may be issued with respect to such real property for the accomplishment of any work thereon which will neither change the exterior architectural features of a structure nor the character or appearance of the land, and which is considered necessary as a part of normal maintenance and repair. The permit shall be issued only with the joint concurrence of the building official and the director of planning.~~
- (b) ~~Except as otherwise provided, no land surface within any real property designated as a historic landmark or as part of a historic district shall be changed, and no improvements thereon shall be erected, removed, restored, demolished or altered, nor shall any addition be made thereto, in such a manner or of such a character as to change the exterior appearance or exterior architectural features thereof which shall be visible from any public street, park or other public place, without prior approval of the landmarks commission, evidenced by a certificate of appropriateness reciting in detail precisely what changes are approved. Such changes in appearance shall include the erection of business, professional and other signs on the historic landmark or within the historic district, and no certificate of appropriateness~~

~~shall permit the erection of any such sign unless the size, texture, style and materials thereof are compatible with the general characteristics of the neighborhood.~~

- (e)(b) Any person desiring to obtain a building or demolition permit to remove, demolish or in any way change the exterior appearance or the exterior architectural features of improvements on any site, building, structure, or object ~~a real property~~ designated as a local historic landmark or local ~~located within a historic district, or desiring to change the land surface of such real property,~~ shall submit to the landmarks commission a specific statement of the work proposed, together with such details as the commission may require. Upon receipt of any application for a building or demolition permit, the building ~~inspector official~~ shall immediately forward the application to the landmarks commission. The commission shall schedule a public hearing on the request at the next regularly scheduled meeting of the commission, and notify the applicant of such hearing. ~~Public notice shall be required as in section 27-144.~~
- (c) Except as otherwise provided, no land surface, including landscaping and/or natural terrain and vegetation, within any real property designated as a local historic landmark or local historic district shall be changed, and no improvements thereon shall be erected, removed, restored, demolished or altered, nor shall any addition be made thereto, in such a manner or of such a character as to significantly change the exterior appearance or exterior architectural features thereof which shall be visible from any public street, alley, park, or other public place, without prior approval of the landmarks commission, evidenced by a certificate of appropriateness reciting in detail precisely what changes are approved.
- (d) Except as otherwise provided, no certificate of appropriateness shall permit the erection of any business, professional, or other sign on any local historic landmark or local historic district unless the size, texture, style, and materials thereof is found by the landmarks commission to be compatible with the general characteristics of the neighborhood.
- (e) With respect to any site, building, structure, or object designated as a local historic landmark or local historic district, the following additional activities shall require a certificate of appropriateness regardless of whether a building permit would otherwise be required:
- (1) The replacement of any exterior doors visible from any public street, alley, park, or other public place. Replacement shall have visual features and character matching either the structure's original door or, if door is not original, to the door being replaced.
 - (2) The replacement of any window visible from any public street, alley, park, or other public place. Replacement shall have visual features and character matching either the structure's original window or, if window is not original, to the window being replaced. Window glass size shall not decrease in appearance by more than 10% on any window.
 - (3) The replacement of any roof or roofing materials. Replacement shall use similar in-kind materials with no more than 5% expansion of roof area.
 - (4) The replacement or removal of exterior finish materials including brick or masonry, stucco and stucco-like materials, siding materials, and stone. Replacement shall use similar in-kind materials.
- (f) Exemptions
- (1) Preservation and in-kind replacements are exempted work. The director of planning may determine if a specific activity is either preservation or an in-kind replacement, based on the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.

(2) The director of planning may determine if a specific activity is exempted from certificate of appropriateness review. The following activities are specifically exempted from the certificate of appropriateness review:

- a. Non-significant irrigation and landscaping, excluding structures;
- b. New walkways under six feet in width;
- c. Repair or replacement of existing walkways with similar in-kind materials; or,
- d. Repair or replacement of existing driveways with similar in-kind materials and parking areas with similar in-kind materials and no expansion of historically documented area.
- e. Normal and necessary maintenance and repair of siding, fascia, trim pieces, etc.
- f. A change of paint color on any non-brick or non-masonry exterior architectural feature.

(h) Prohibited activities on a local historic landmark or local historic district.

(1) The painting of previously unpainted brick or masonry or stone is prohibited.

~~(d)~~(i) No building or demolition permit shall be issued for such a property without the prior approval of the landmarks commission, evidenced by the certificate of appropriateness. The landmarks commission shall grant the certificate of appropriateness if it shall find:

- (1) The changes proposed are not visible from any public street, alley, park or other public place; or,
- ~~(2) Such changes are not detrimental to the historic, cultural or architectural character of the district, site, building, structure or object, or of other improvements thereon; or~~
- (2)(3) That such changes are in accord with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.

If the landmarks commission shall not find the criteria of subsection ~~(d)~~(i)(1); or ~~(d)~~(i)(2) ~~or~~ ~~(d)~~(3) of this section met, then it must deny the application for a certificate of appropriateness.

(j) After receipt of the certificate of appropriateness application, a public hearing shall be held by the landmarks commission at the next regularly scheduled meeting, or by special meeting. Public notice of the hearing shall be published at least one time in the official newspaper of the unified government not less than 20 days prior to such hearing. The notice shall state the time and place and general purpose of the hearing. A copy of the notice shall be mailed to each owner of record of the affected property, and all real property within 200 feet of the boundaries of the proposed project, as well as to leaders of authorized neighborhood groups.

~~(e)~~(k) A majority vote of the quorum present of the landmarks commission is necessary to either approve or deny an application for a certificate of appropriateness. The landmarks commission shall establish and promulgate rules and regulations regarding documentation and distribution of certificates of appropriateness.

~~(f)~~(l) In the event of a denial of a certificate of appropriateness, no building permit or demolition permit may be issued, nor shall the proposed project proceed, for a period of 18 months from the hearing date of original application; provided, however, the landmarks commission, upon petition by the applicant, may grant a rehearing of the application when significant physical or economic hardship can be shown, or when changes of circumstance that substantially affect the health, safety or general welfare have taken place, or when the reapplication is significantly different from the original request. The applicant shall submit a statement detailing those changes that the applicant deems significant and upon which the applicant relies for refiling the original application.

- ~~(g)~~(m) In the event the application is denied at the rehearing or a rehearing is denied, the applicant may appeal to the unified government board of commissioners within 30 days from the decision of the landmarks commission.
- ~~(h)~~(n) Within the 18-month period of postponement, the landmarks commission shall consult with civic groups, public agencies and interested citizens to ascertain what action may be taken to preserve the real property designated as a historic landmark or located within a historic district and shall make recommendations to that effect to the unified government board of commissioners.

27-~~152~~150. —Same Certificate of appropriateness—Prerequisite to rezoning.

- (a) No change in the zoning of any real property designated as a local historic landmark or as ~~part of a local historic district~~ shall be recommended by the planning commission to the unified government board of commissioners without an accompanying certificate of appropriateness ~~granted as approved~~ by the landmarks commission.
- (b) A certificate of appropriateness shall be granted by the landmarks commission for a ~~zoning~~ classification change of zone if:
- (1) The request is for a change of ~~zone in classification~~ in which none of the permitted uses would have a detrimental effect on the historic, cultural, or architectural character of the real property designated as a local historic landmark or ~~located within a local historic district or of other improvements thereon~~; or,
 - (2) The request is for a use allowed by special permit that would not have a detrimental effect on the historic, cultural or architectural character of the real property designated as a local historic landmark or ~~located within a local historic district or of other improvements thereon~~.
- (c) All site plans for proposed uses contingent upon a change of zone in zoning of a local historic landmark or local historic district in historic districts or relative to historic landmarks must be approved by a majority vote of the quorum present of the landmarks commission prior to submission to the unified government board of commissioners for final approval.
- (d) Any request for a change of zone in a local historic landmark or local historic district shall follow the same certificate of appropriateness procedures as listed in section 27-149(j)-(n).

27-151. —Minimum maintenance requirements.

~~All real property, building, structure or utility thereon designated as a historic landmark or located within a historic district, whether owned or controlled privately or by any public body, shall receive reasonable care, maintenance and upkeep appropriate for the protection, preservation, enhancement, perpetuation or use in compliance with the terms of this article and chapter 8, article VII VIII. Enforcement of this requirement also shall be in compliance with the terms of this article and chapter 8, article VIII.~~

27-153152. – Environs review—Prerequisite to building permit.

- (a) *Purpose.* The purpose of this regulation is to reinforce the policy set in section 27-81 of this Code.
- (b) *Definitions.* The following definitions control this section:

Administrative determination. A final decision by the director of planning or his/her designee.

Construction. The act of building, adding to or remodeling of a structure.

Development. Any man-made changes to improved or unimproved real estate, including but not limited to buildings or other structures, grading, filling, paving, excavation or storage of equipment or materials with or without permits.

Environs. The historic property's associated surroundings and the elements or conditions which serve to characterize a specific place, neighborhood, district, or area. More specifically, a 500 foot area surrounding a historic property or district listed on the National Register of Historic Places, the Register of Historic Kansas Places or has obtained designation as a historic landmark or district.

Historically listed property. Historical properties, buildings and sites that are listed on the National Register of Historic Places, the Register of Historic Kansas Places or has obtained designation as a historic landmark or district.

- (b)(1) *Environs standard.* No demolition, building, right-of-way (emergency permits excluded) or other development permits shall be issued within 500-200 feet of a historically listed property local historic landmark or local historic district until it has been determined that the proposed construction and/or development will not damage, destroy or cause serious adverse external impacts to the environs of the historically listed property local historic landmark or local historic district.

- (c)(2) Environs review will be provided as follows:

<u>Application Format</u>	<u>Administrative determination</u>	<u>Appeal** (As recommending body) Appeal of Any Administrative Determination</u>	<u>Appeal** (Final decision) Appeal of Landmarks Commission Decision</u>
<u>Landmarks commission application</u>	<u>Planning department staff Director of Planning or their designee</u>	Landmarks commission	Board of commissioners

**** If necessary, as a certificate of appropriateness**

- (3)(d) *Environs review standards.* In making a determination concerning the environs of a historically listed property local historic landmark or local historic district the following standards shall be considered:

- a.(1) The character of a historic property's environs should be retained and preserved. The removal or alteration of distinctive buildings, structures, site or landscape features, spatial relationships, etc. that characterize the environs should be avoided.
 - b.(2) The environs of a property should be used as it has been historically or allow the inclusion of new uses that require minimal change to the environs' distinctive materials, architectural features, site characteristics and spatial relationships.
 - c.(3) The environs of each property will be recognized as a physical record of its time, place, and use. Changes to the environs that have acquired historic significance in their own right should be retained and preserved.
 - d.(4) Demolition of character-defining buildings, structures, site and landscape features, etc. in a historic property's environs should be avoided. When the severity of deterioration requires removal within the environs, compatible reconstruction shall occur. (All demolitions require a Certificate of Appropriateness and landmark commission approval.)
 - e.(5) Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures shall be undertaken.
 - f.(6) New additions, exterior alterations, infill construction, or related new construction should not destroy character-defining features or spatial relationships that characterize the environs of a property. New development shall be compatible with the historic materials, character-defining features, size, scale and proportion, and massing of the environs. New development should not create conditions that increase the discharge of surface water runoff, the need for additional screening, light pollution or similar adverse impacts on adjacent properties.
 - g.(7) Moved or relocated historic structures that have not retained or acquired historic significance in their new environs shall be considered as artifacts without environs.
- (4) ~~Responsibility and environs application submission requirements.~~ It is the responsibility of the landowner of a designated and historically registered property or environs to acknowledge these provisions that govern property improvements, intended to protect and preserve them for the benefit of adjacent neighborhoods and the city at large.
- All submission for historical environs review are required to have the following:
- a. ~~A letter of explanation that gives a detailed scope of work, the applicant's name, address, phone numbers, and e-mail, along with the name and contact information for the landowner. If applicable, contact information for the architect, engineer, surveyor, planner, and/or contractor.~~
 - b. ~~If applicable, existing site pictures, detail sheets for significant elements, detailed construction or demolition drawings.~~
 - c. ~~Other plans, miscellaneous details and studies as deemed necessary by the director of planning.~~
 - d. ~~Completion of the basic information and pictures needed in the Kansas Historic Resource Inventory for the Kansas State Historic Preservation Office.~~
- (5)(c) Activities omitted for exempted from an environs review. Preservation and in-kind replacements are exempted work. The following additional activities are omitted exempted from the historical environs review:

- a.(1) Replacement or repair of same-sized doors and windows. Door replacement should have a similar style in appearance to the one being replaced, the size of the window cannot increase by more than 10% in area, in appearance by more than 10% on any window and window glass size cannot be reduced.
- b.(2) Interior remodeling or renovation if proper permits have been obtained.
- c.(3) Roof repair with similar in-kind materials and with no more than 5% no expansion of the roof area.
- d.(4) In-kind siding repair and replacement.
- e.(5) Landscaping and irrigation, excluding structures or architectural features.
- f.(6) Signs allowed by code.
- g.(7) ~~New~~ Walkways under six feet in width.
- (8) Repair or replacement of existing walkways with similar in-kind materials.
- h.(9) ~~Replacement of existing driveways, excluding new or expanded driveways and parking areas.~~ Repair or replacement of existing driveways with similar in-kind materials and parking areas with similar in-kind materials and no expansion of historically documented area.
- i.(10) Other routine maintenance deemed appropriate by the director of planning.

Secs. 27-154—27-169. Reserved.

PASSED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS, THIS [REDACTED] DAY OF [REDACTED], 2021.

David Alvey, Mayor/CEO

Attest:

Unified Government Clerk



Urban Planning and Land Use

Landmarks Commission Staff Report

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: Urban Planning and Land Use Staff

Date: December 2, 2021

Re: Landmarks Application CA2021-019

GENERAL INFORMATION

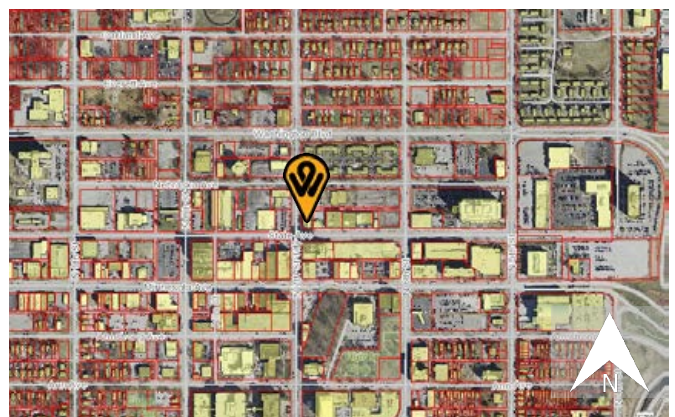
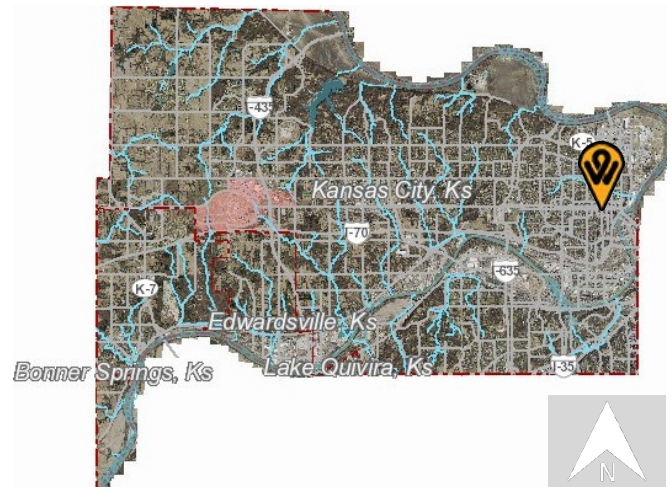
Applicant:
Dr. Greg Mosier

Status of Applicant:
President
Kansas City, Kansas Community College
7250 State Avenue
Kansas City, Kansas 66112

Requested Action:
Certificate of Appropriateness for
Demolition.

Date of Application:
June 28, 2021

Purpose:
Demolition of the Seventh Street
Methodist Episcopal Church South
Historic Landmark for the construction of
the downtown campus of the Kansas
City, Kansas Community College
(KCKCC).



Property Location:	1101 North 7 th Street Trafficway, Kansas City, Kansas 66101		
Historic Property Name:	Seventh Street Methodist Episcopal Church Historic Landmark		
Historic Status:	The property is a Historic Landmark. This property is located within the Huron Place Historic District environs. This property is located within the Huron Indian Cemetery (Wyandot National Burying Ground) Historic Landmark environs.		
Existing Zoning:	C-D Central Business District		
Adjacent Zoning:	North:	C-D Central Business District	
	South:	C-D Central Business District	
	East:	C-D Central Business District	
	West:	C-D Central Business District	
Adjacent Uses:	North:	Community services center and parking lot	
	South:	Cross Line Towers multi-family residences	
	East:	Multi-tenant commercial building	
	West:	Unified Government parking lot	
Total Tract Size:	0.22 Acre		
Master Area Plan:	The subject property is within the Downtown Area Master Plan.		
Master Plan Designation:	The Downtown Area Master Plan designates this property as Downtown Mixed-Use.		
Major Street Plan:	The Major Street Plan designates North 7 th Street Trafficway as a Class B Thoroughfare. The Major Street Plan designates State Avenue as a Class B Thoroughfare.		
Public Hearings:	September 7, 2021, November 1, 2021 and December 2, 2021		
Public Support:	Support was expressed during the public forum at the September 6, 2021 and November 1, 2021 City Landmarks Commission meetings.		
Public Opposition:	Opposition was expressed during the public forum at the September 6, 2021 Landmarks Commission meeting.		

PROPOSAL

Detailed Outline of Requested Action: The applicant, Dr. Greg Mosier with the Kansas City, Kansas Community College (KCKCC), is requesting a Certificate of Appropriateness at 1101 North 7th Street Trafficway for Demolition. The applicant proposes the following Scope of Work:

- A) Demolition
 - 1) Demolition of the existing structure on the subject property, the Seventh Street Methodist Episcopal Church South, a Historic Landmark.
- B) Incorporation of the Landmark's features and material into the proposed construction:
 - 1) Foundation stones- some will serve as the foundation of a 12-14' based on which a pre-selected sculpture will be displayed, while others will be reused for interior purposes, which will be further explained by the applicant's presentation at the November 1, 2021 Landmarks Commission meeting;
 - 2) Pews- due to design of the pews, only an estimated six (6) to eight (8) will be preserved and relocated to high-traffic areas of the first floor of the building for use by students and guests;
 - 3) Stained glass- the stained-glass elements measuring 10' wide by 9' tall, as well as six (6) to seven (7) stained-glass pieces each measuring three feet and eight inches (3' 8") wide by ten feet and six inches (10' 6") tall, are to be displayed in the new community facility, other specific stained-glass elements will be salvaged and incorporated into the new building;
 - 4) Timber beam- while the timber beam previously identified for recovery has been inspected and proven to be a recent addition for structural purposes and thus will not be salvaged, two (2) decorative trusses have been identified to be salvaged and placed within the boundaries of the art gallery; and,
 - 5) Red bricks- the applicant's submitted plans identify red bricks from the original building as material to be incorporated into the new design. Further inspection by the historic preservationist hired by the applicant has resulted in the estimate that only 20%, or about 1,420 square feet, of the building's red brick façade can be salvaged.

Background of Historic Property: The Seventh Street Methodist Episcopal Church South was constructed in 1888. The property was listed as a Kansas City, Kansas Historic Landmark on 08/28/1986. The property is potentially eligible for the State Register and National Register under Criterion C but is not currently listed on the State nor National Register. For an additional history of the property, see "Seventh Street Methodist Episcopal Church, South, 1887-88" in the *Attachments* section of this report.

Notable Features: The Kansas Historic Resources Inventory (KHRI) profile for the Seventh Street Methodist Episcopal Church, South lists notable features of the building as of 2016 as follows:

"The one-story building has a stone foundation, brick cladding, and an asphalt-shingled cross gable roof. Its primary elevation faces west. The three-bay front gable wing occupies the northwest corner of the building; a three-bay cross gable wing projects south of the front gable. A three-story bell tower ornamented with stone finials projects from the center bay of the side gable wing on the primary elevation. One-story brick pilasters with stone capitals define the edges of the front gable wing, side gable wing, and bell tower. Paired pointed-arch stained-glass windows and a circular window with six-pointed star fill the large pointed-arch opening in the center bay of the front gable wing. Small pointed-arch stained-glass windows fill the outer bays of the front and side-gable wings. Two doors with stained-glass transom and pointed-arch and circular stained-glass windows fill the

pointed-arch entry in the first story of the bell tower. An infilled circular window with inset six-pointed star fills the second-story opening; a louvered vent in a pointed-arch opening pierces the third story.”

By 1995, the church was the only remaining example of 19th-Century Gothic Revival in Kansas City, Kansas. Specifically, the church building is an example of a phase within Gothic Revival architecture known as High Victorian Gothic.

City Ordinance Requirements: Code of Ordinances, Chapter 27, Article IV, §§27-80 – 27-169

Code Enforcement History: There are no outstanding violations recorded at this property. The subject property has been previously cited by Property Maintenance Compliance:

August 24, 2020- Administrative Citation
August 3, 2020- Weeds & Trash Abatement
December 26, 2019- Weeds & Trash Abatement
October 25, 2019- Administrative Citation
October 1, 2019- Administrative Citation
September 9, 2019- Administrative Citation
August 16, 2019- Administrative Citation
July 29, 2019- Weeds & Trash Abatement
May 23, 2019- Weeds & Trash Abatement
October 18, 2018- Quick Trash Abatement
September 10, 2018- Administrative Citation
August 23, 2018- Boarded Structure Abatement
August 23, 2018- Weeds & Trash Abatement
July 16, 2018- Weeds & Trash Abatement
June 26, 2018- Other Multiple Violations
May 29, 2018- Weeds Abatement
February 20, 2018- Other Multiple Violations
May 4, 2017- Weeds Abatement

SCOPE OF WORK

1. Identify the architectural features that will be altered or removed.

The Historic Landmark building has been identified as an example of Gothic Revival architecture, specifically of the High Victorian Gothic. The KHRI profile has noted the cross-gable structure of the building’s roof. Further architectural features have been identified under “Notable Features” of the *Proposal* section of this report and under “Seventh Street Methodist Episcopal Church, South, 1887-88” in the *Attachments* section of this report. As the scope of work of the Certificate of Appropriateness application is to demolish the existing Historic Landmark building, the entirety of the architectural features will either be destroyed or altered by being removed from their context and partially reused in the proposed community college building.

2. Identify any architectural or historic features on the property (but not incorporated into the primary structure) that will be altered or removed.

The steps leading to the main entrance of the church, on the southwest corner of the subject property are part of a traditional streetscape pattern in which buildings were constructed with little to no setbacks along primary rights-of-way; this closeness between the outer façade of the building and the sidewalk and/or public street allowed the aesthetic and use of the building to “spill over” into the public space. The demolition of the church and reconstruction of a downtown campus of the KCKCC will remove the steps as part of the larger action of changing the relationship between the new building and the streetscape.

3. List all other exterior renovations and identify the alterations or demolitions proposed. Any relevant current and proposed dimensions must be provided.

The following is a summary of the exterior renovations and identified alterations:

- Demolition of the existing building, a Historic Landmark; and,
- Incorporation of select materials and features of the demolished landmark into the new construction.

For a comprehensive list, see *Detailed Outline of Requested Action* in the “Proposal” section in this report.

FACTORS TO BE CONSIDERED

Per Section 27-149(d), one of the following criteria must be met for the named Certificate of Appropriateness to be granted.

1. The changes proposed are not visible from any public street, alley, park or other public place.

This criterium is not met. The subject structure proposed for demolition is a prominent feature in Downtown Kansas City and is visible from adjacent public rights-of-way including, North 7th Street Trafficway, State Avenue, and the alley between North 6th and North 7th Streets that serves the subject property. With a partial steeple that currently reaches several tens of feet into the air, the building is visible for several blocks in all directions, including from Nebraska Avenue, the Huron Park Historic District, and the Huron Indian Cemetery Historic Landmark.

2. Such changes are not detrimental to the historic, cultural or architectural character of the district, site, building, structure or object, or of other improvements thereon.

The proposed demolition will remove the entirety of the church building and site. This demolition will certainly be detrimental to the historic, cultural and architectural character of the remaining block, the downtown area, the African Methodist Episcopal Church community, and the city of Kansas City, Kansas as a whole.

3. That such changes are in accord with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

The property has historically been a place of worship, specifically for the early Wyandot Nation and settlers in Kansas. The property is proposed to be used as a satellite campus for the KCKCC; the proposed use is educational in purpose, while the historic use has been religious in purpose.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

As the proposed Certificate of Appropriateness is for a demolition, all historic materials are proposed to be removed from the subject property. The applicant has provided a plan to keep some select materials in the proposed new development. Even these materials, however, will be out of context from their original use, and thus will only be an acknowledgement of the Landmark structure. The loss of the historic materials, features, and spaces to the extent which the applicant proposes should be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

The proposed downtown campus building will be contemporary, marked by heavy emphasis on large, sloping, rooflines, masonry skirting, and large glass windows facing the public streets (see "Information Supporting the Landmarks Commission Application- Certificate of Appropriateness, Submitted by the Applicant" in the *Attachments* section of this report). This proposed design does not create a false sense of historical development; it will be clear to the casual observer that the proposed building is contemporary and was not original to the Wyandot City municipal plat. The use of architectural elements from the Landmark building, while well-intended, risks creating a false sense of historical development.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

The subject property has undergone several aesthetic and structural changes throughout the current church building's 132-year history. A prominent change to the architecture has the removal of the spire in 1941; the altered, spire-less tower has acquired historic significance in its own right, as it has existed in this

condition for nearly 80 years. The tower, along with the entirety of the building, is proposed to be demolished under the scope of work of this Certificate of Appropriateness application.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

The subject property is a designated local Historic Landmark. Beyond its historic and cultural significance, the building has significant architectural status as the last example of 19th-Century Gothic Revival in Kansas City, Kansas. Nearly distinctive features, finishes, and construction techniques and examples of craftsmanship related to the Gothic Revival style and late-19th-Century construction will be lost due to the proposed demolition. The only such features, finishes, or construction techniques/craftsmanship that will be preserved are the materials and features that the applicant has proposed to incorporate into the new building. While some materials and finishes may be able to be preserved in their totality, many construction techniques and examples of relevant craftsmanship are significant due to their relationship to the whole of the building. Therefore, even though these materials may be physically preserved, their significance will be diminished or lost entirely due to the lack of context in which they had existed.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

The applicant has cited deteriorating portions of the structure as a major reason for applying for a Certificate of Appropriateness for demolition rather than for addition/alteration. Photographic evidence of such deterioration has been submitted by the applicant and can be found under "Information Supporting the Landmarks Commission Application- Certificate of Appropriateness, Submitted by the Applicant" in the *Attachments* section of this report. The applicant's proposal does not propose to repair any of the existing structure or its historical features. This demolition will result not only in the destruction of the deteriorated portions or features of the property, but the destruction of essentially all portions and features of the building, regardless of the state of deterioration. The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings states that "replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence". The applicant is proposing to demolish the subject building—an action that is magnitudes more detrimental to historic preservation effort. Therefore, the applicant must substantiate the replacement of missing features through documentary, physical, or pictorial evidence for the entirety of the subject property before the building can be demolished.

- 7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.**

The applicant's scope of work does not indicate that any chemical or physical treatments to the building will be undertaken. If any materials or features preserved from the demolished building are cleaned, they must be cleaned subject to the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.

- 8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.**

The scope of work of the Certificate of Appropriateness application is so extensive that all significant archeological resources on the subject property will be destroyed if they are not first carefully identified, documented, and removed. In order to aid in this effect, the applicant must hire a certified historic preservationist who will document the entirety of the building and grounds and identify any and all significant archeological resources before the building can be demolished.

- 9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.**

The Certificate of Appropriateness's scope of work proposes the demolition of the existing building and the construction of a new building. The culminative action of demolition and construction constitutes "new construction" under Factor 3.9. Contrary to the requirements of this factor, the related new construction will result in the destruction of nearly all the historic materials that characterize the property.

- 10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.**

The construction of the new building as proposed by the applicant is predicated on the demolition of the existing building. Therefore, the new construction, if removed in the future, will have been constructed in a manner that would leave none of the essential form and integrity of the historic property and its environment unimpaired.

LANDMARKS COMMISSION RECOMMENDATION

The Landmarks Commission voted 8 to 1 to recommend **APPROVAL** of Certificate of Appropriateness CA2021-019, subject to:

STAFF COMMENTS AND SUGGESTIONS

Staff does not concur with the recommendation of the Kansas City, Kansas Landmarks Commission.

Planning and Urban Design Comments:

For the September 7, 2021 Landmarks Commission Meeting

The Department of Planning and Urban Design has reviewed the applicant's plan in light of the historic, cultural, and/or architectural significance of the subject property, said property's status as a local Historic Landmark and its eligible status for State and National designation, its relationship to the environs of the Historic District and Historic Landmark in which it is located, and to the conformance of all relevant ordinances. The Department of Planning and Urban Design Staff offer the following questions, comments, and suggestions for the applicant's response:

- 1) Reuse of the existing building material is not only a best practice of historic preservation and environmental conservation, but is consistent with the history of the Seventh Street Church itself. A written history of the church and the congregation included in the KHRI profile for the Landmark states that when the Methodist Episcopal congregation relocated from the southeast corner of 7th Street and Minnesota Avenue to the northeast corner of 7th Street and State Avenue, "4[,]500 bricks, 1[,]000 perch of stone, and a large quantity of framing" were salvaged from the previous church building and used in the construction of the current Landmark. For some of the brick, stone, and timber, demolition has been faced once before, and in response to that demolition these materials were deliberately chosen to be moved and reused as a fundamental part of the next building. Therefore, in light of the proposed demolition of the Seventh Street Methodist Episcopal Church, South Historic Landmark, material portions of the Landmark must be removed in a manner that protects the integrity of the material and incorporated into the proposed building in a manner that is both consistent with their initial purpose and which draws attention to and honors their role as a part of local, tribal, religious, cultural, State, and national history. The following materials must be thusly removed and preserved as follows:
 - a. *Foundation stones.* The applicant has stated that some foundation stones will serve as the foundation of a 12-14' based on which a pre-selected sculpture ("Destiny" by Rita Blitt) will be displayed, while other foundation stones will be reused on the sidewalks along North 7th Street Trafficway and State Avenue, as planter boxes and sitting stones with stories.

Applicant Response: KCKCC affirms our commitment to using foundation stones as the base for "Destiny", sidewalks, planter boxes or sitting stones. The degree to which this can be done will be dependent upon number and

condition of foundation stone that can be salvaged and repurposed, and exterior traffic flow design spaces. From exterior examination, there appears to [be] a significant number of stones that can be preserved and repurposed. Please see exhibits at the end of this document. Unused material, in salvageable condition will not be destroyed, but sold to help fund this project or donated to worthy cause that will also help preserve the historical elements of the church.

Staff Response: *The referenced exhibits have been received as part of the applicant's response to Staff comments and can be found as part of "KCKCC Response to CA2021-019, Dated August 30, 2021" in the Attachments section of this report.*

- b. *Pews. The applicant has stated that some pews from the church will be placed in high-traffic areas in the building for use by students and guests.*

Applicant Response: *KCKCC affirms our commitment to refurbish and use multiple pews that are in sound condition and safe to be restored and repurposed in high traffic areas of the first floor. Placement locations could be in the educational building's main entry and waiting areas, the 3,000 sqft art gallery, hallways, and other locations to be identified in collaboration with the HPDB. Please see exhibits at the end of this document. Unused material, in salvageable condition will not be destroyed, but sold to help fund this project or donated to worthy cause that will also help preserve the historical elements of the church.*

Staff Response: *The referenced exhibits have been received as part of the applicant's response to Staff comments and can be found as part of "KCKCC Response to CA2021-019, Dated August 30, 2021" in the Attachments section of this report.*

- c. *Stained glass. Some stained-glass pieces will be displayed throughout the main entrance near and/or in the art gallery;*

Applicant Response: *KCKCC affirms our commitment to use several of the stained-glass pieces throughout the main entrance area, first floor of the educational stack, other possible floors of the educational stack, and/or in/near the art gallery. Exact locations to be identified in collaboration with the HPDB. Please see exhibits at the end of this document. Unused material, in salvageable condition will not be destroyed, but sold to help fund this project or donated to worthy cause that will also help preserve the historical elements of the church.*

Staff Response: *The referenced exhibits have been received as part of the applicant's response to Staff comments and can be found as part of "KCKCC Response to CA2021-019, Dated August 30, 2021" in the Attachments section of this report.*

- d. *Timber beam.* At least one (1) exposed timber beam is slated for recovery and will be displayed over the multi-story open atrium;

Applicant Response: KCKCC affirms our commitment to using at least one good condition and salvageable timber beam within the atrium space and/or the transition space moving from the educational stack into the high-tech hands-on labs. Please see exhibits at the end of this document. Exact location(s) to be identified in collaboration with the HPDB. Unused material, in salvageable condition will not be destroyed, but sold to help fund this project or donated to worthy cause that will also help preserve the historical elements of the church.

Staff Response: The referenced exhibits have been received as part of the applicant's response to Staff comments and can be found as part of "KCKCC Response to CA2021-019, Dated August 30, 2021" in the Attachments section of this report.

- e. *Red bricks.* The applicant's submitted plans identify red bricks from the original building as material to be incorporated into the new design but fail to demonstrate how such bricks will be used.

Applicant Response: KCKCC affirms our commitment to using good condition and salvageable red bricks from the original building. The exact number of bricks to be used and placement / location of red bricks will be a discussion and decision to be made by the members of the HPDB. Unused material, in salvageable condition will not be destroyed, but sold to help fund this project or donated to worthy cause that will also help preserve the historical elements of the church.

Staff Response: The referenced exhibits have been received as part of the applicant's response to Staff comments and can be found as part of "KCKCC Response to CA2021-019, Dated August 30, 2021" in the Attachments section of this report.

- 2) The applicant is proposing to demolish the subject building—an action that is both detrimental to historic preservation effort and so extensive that all significant archeological resources on the subject property will be destroyed if they are not first carefully identified, document, and removed. In order to aid in this, the applicant must hire a certified historic preservationist who will document the entirety of the building and grounds and identify any and all significant archeological resources before a demolition permit can be issued.

Applicant Response: KCKCC affirms a commitment to hire, within financial reason, on a short-term contractual basis, a preservationist to document significant archeological resources as the deconstruction permit is being processed and subsequently issued. This cost will be allocated to the already identified project budget, not to exceed, \$500,000.00. If the Historical Landmark Commission has an individual they can provide or recommended to work pro-bono for this portion of

the project, it will save the project money to allocate to the actual preservation and integrations of building artifacts into the new facility.

Staff Response: *The retention of a historic preservationist for documenting the artifacts and features of the Historic Landmark is separate from the actual preservation of and integrations of such artifacts into the new facility. While the applicant is commended for already having designated funds for historic preservation, the proper completion of this condition and all conditions shall not and will not depend only on the funds set aside by the applicant. If proper historic identification, demolition, cataloguing, preservation, and integration exceeds \$500,000, then the applicant will be sure to find the additional funds necessary.*

- 3) No demolition permit shall be granted until the funding goal for construction of the new KCKCC Downtown campus has been met, all planning entitlements have been granted, and all relevant building permits have been issued.

Applicant Response: *In order to meet the [Downtown Community Education, Health and Wellness Center] DCEHWC project management scope and construction timeline, this topic needs clarification. KCKCC and the DCEHWC partners have identified a very specific and structured timeline to complete certain levels of the project when identified fundraising and calendar related objectives are met. These goals and timelines are paramount to complete the project at the anticipated date to serve the community with the wraparound services in summer 2024 and open to offer KCKCC classes to the community in fall 2024.*

Fundraising/timeline key dates: A capital campaign target to raise 50% of project cost has been put in place to achieve by December 2020. Achieving this target, all parties have signed legal documents that will advance the project to interior programming and architectural/engineering design to begin by January 2022. The key capital campaign target to raise 70% of the project costs to advance the project to the physical construction has been put in place to achieve by May 2022. This allows construction to begin no later than October 2022. These deadlines have been approved by KCKCC Board of Trustees and DCEHWC signatory authorities. The three-year timeline has been included for your reference as an attachment at the end of this document.

Permitting: As anyone who has been involved with major construction projects is aware, this is an iterative process that allows different portions of construction projects to proceed at different timelines, each segment of the project requiring a variety of land preparation and building construction permits. Any permit requirements would need to only be limited to soil and site preparation work. The Unified Government, as the legal owner of this property, supports this project. Due to the extended timeline required to carefully and properly destruct the church facility, without damaging historical elements, this process would need to begin specifically associated with achieving the 70% fundraising goal.

Staff Response: *Demolition of a historic landmark is a serious proposition, due to the permanency of such an act. Regardless of the careful and proper destruction*

that the applicant has referenced, once a historic building is demolished and its materials repurposed, sold, or disposed of, it cannot be restored. The loss of a foundational building that has historic, architectural, and cultural significance to Wyandotte County is alone a prospect that must be given great deliberation, which is the reason for the Certificate of Appropriateness process. But the mere demolition of the Seventh Street Methodist Episcopal Church South Historic Landmark is not the only concern. Under the applicant's proposed timeline, there is a reasonable outcome in which funding for the DCEHWC reaches 70% of the predicted goal amount, the Seventh Street Methodist Episcopal Church South Historic Landmark is demolished, and the remainder of the necessary funding is not realized, either due to loss of funding or increased project expenses. The result of such underfunding would be a building less than that proposed by the applicant, or even no building at all, leaving the property an empty corner lot where a historic landmark once stood. While Staff has no doubt of the applicant's best intentions to construct the DCEHWC as proposed, there are external factors—such as economic downturns, pandemics, and significant increases in building materials—which cannot be controlled but may be accounted for. Therefore, in an effort to minimize the risk of the demolition of a historic landmark and no building taking its place, Staff firmly reiterates that no demolition permit shall be granted until the funding goal for construction of the new KCKCC Downtown campus has been met, all planning entitlements have been granted, and all relevant building permits have been issued.

- 4) The Department of Planning and Urban Design is in the process of identifying and creating a new Downtown Kansas City, Kansas Historic District. The designation of this historic district would most likely have placed the Seventh Street Methodist Episcopal Church South Historic Landmark on the State and National Register. Demolition of the Historic Landmark will not only void its eligibility on the State and National Registers but will damage the overall historic portfolio of downtown Kansas City, Kansas. If the Landmark is demolished before it can be included within the proposed Downtown Historic District or otherwise placed on the State and/or National Register, what actions will KCKCC take in order to continue to support historic preservation in the downtown area?

Applicant Response: *To support historic preservation in the downtown area, KCKCC is willing to consider the creation of a KCK Downtown Church exhibit to be permanently displayed in the main entry area of the DCEHWC or the main first floor Conference Center. The latter may also be able to honor the history of downtown Kansas City, Kansas through a historic mural or story wall, static and/or interactive. KCKCC would also take recommendations from the HPDB for the naming of these highly visible spaces. The name of the conference space should be one that the HPDB and college deems historically relevant, important and descriptive of the overall mission of the project and HPDB. Meeting space within the DCEHWC could be provided for Landmarks Commission meetings, special events, or other outreach activities. Further, KCKCC propose that the Landmarks Commission consider adding a permanent KCKCC staff member to the historical committee. This KCKCC staff member would have the ability to recommend and*

advocate for appropriate resources to the committee to conduct meetings, outreach or events.

Staff Response: *The applicant has put forward several ideas that seek to preserve, recognize, and honor the Seventh Street Methodist Episcopal Church South Historic Landmark. Aside from offering the meeting space for the HPDB, however, the applicant has not offered any broader, more tangible, or more sustained actions to support further historic preservation in Downtown Kansas City, Kansas.*

- 5) The applicant and the KCKCC must establish a historic preservation and design board ("HPDB" or "Board"), which must include members of the Landmarks Commission and the Department of Planning & Urban Design. A Certificate of Appropriateness cannot be granted until HPDB members are selected, and rules of operation are established. The following conditions shall apply to the HPDB:

Applicant Response: *A Historic Preservation and Design Board (HPDB) will be constituted with members representing organizations such as: KCKCC, KCKCC's President's Downtown Advisory Council, KCK's downtown community, Landmarks Commission, Department of Planning and Urban Design, and other appropriate representatives.*

- a. The Board will be updated on the findings of the historic preservationist assigned with documenting the Seventh Street Methodist Episcopal Church, South Historic Landmark;

Applicant Response: *The HPDB will be updated as to the findings of the person(s) identified to perform this research.*

- b. The Board will be granted authorization to select design elements for the proposed building as they relate to the preservation, incorporation, and display of features or elements of the Historic Landmark;

Applicant Response: *The \$70 million DCEHWC project is comprised of five community-based organizations, each with their own leadership teams and governing bodies who have legal obligations to grant or deny proposals brought to them. The project owners, and project discussed, will have oversight by the DCEHWC Owners Condominium Association Board. The HPDB will have authority to make recommendations to said board, with which reasonable recommendations will not be withheld.*

Staff Response: *Staff was under the impression that the applicant and KCKCC had control of over the integration of historical elements into the DCEHWC. If this is not the case, then Staff would like the applicant to clarify which other parties or bodies will be integrating the historical elements into the new building.*

- c. The Board may identify historic preservation deliverables and present said deliverables to the KCKCC for incorporation into the historic preservation course; and,

Applicant Response: *If the statement is being interpreted correctly, the request to identify content for a KCKCC college-level course is beyond the scope of the Landmarks Commission.*

Staff Response: *To clarify, the HPDB—not the Landmarks Commission—would have the power to identify content for a KCKCC college-level course and the power to present deliverables of said content to the KCKCC.*

- d. The Board will be dissolved after all elements of design and incorporation have satisfactorily been incorporated into the design of the proposed building and a Certificate of Occupancy has been successfully issued for the building.

Applicant Response: *The HPDB will be dissolved after their consultation has been provided and final decision of design elements, incorporation and display of features or elements have been made.*

Staff Response: *The HPDB will not be dissolved until after all elements of design and incorporation have satisfactorily been incorporated into the design of the proposed building and all building permits and a full Certificate of Occupancy has been successfully issued for the building.*

- 6) Provide a revised floor plan that identifies each floor number and more comprehensively and specifically demonstrates the location of the former building elements that will be incorporated on each floor.

Applicant Response: *Previous images of presentation materials with possible locations for historical elements is provided again at the end of this document. At this time, all elements are identified to be on the first floor in and around the main entry so these items can be seen and appreciated by the maximum number of people entering the educational stack of the downtown facility. It is desired by KCKCC that the final selection and locations of historical elements will be determined in collaboration with the HPDB and final approval by the DCEHWC Owners Condominium Association Board.*

Staff Response: *The referenced images have been received as part of the applicant's response to Staff comments and can be found as part of "Information Supporting the Landmarks Commission Application- Certificate of Appropriateness, Submitted by the Applicant" and "KCKCC Response to CA2021-019, Dated August 30, 2021" in the Attachments section of this report.*

- 7) Provide a rendering of the sculpture "Destiny" that the applicant has identified as the artwork that for which foundation stones from the Seventh Street Methodist Episcopal Church, South Historic Landmark will serve as a base.

Applicant Response: Below is a rendering of “Destiny”.

Staff Response: A rendering of the sculpture “Destiny” has been received by Staff and can be found under “Rendering of ‘Destiny’ Sculpture” in the Attachments Section of this report.

- 8) How many pews from the existing church be preserved and utilized in the proposed building? What criteria will be used to determine which pews will be preserved and which will be destroyed?

Applicant Response: This question is a repeat from 1.B above in this document. At this time, it is unknown exactly how many pews will be used in the DCEHWC. All pews will need to be examined to determine if they are sound, safe and able to be used for public seating. All elements or features that are considered by the HPDB for inclusion into the DCEHWC will need to meet all applicable codes. Additionally, no pews or other architectural elements will be purposely destroyed if they are not used. If possible, they will be either donated or sold to help support expenses related to this project. HPDB will be consulted to help locate potential individuals or organizations to receive donated/sold items.

- 9) Will all the stained-glass pieces from the existing church be preserved and utilized in the proposed building? If not, answer the following:
- Which stained-glass pieces will be preserved and utilized?
 - What criteria will be used to determine which stained-glass pieces will be preserved and which will be destroyed?

Applicant Response: At this time, it is unknown exactly which and how many stained-glass pieces will be used in the DCEHWC. All stained-glass pieces will need to be examined to determine if they are sound, safe and able to be used in the building. All elements or features that are considered by the HPDB for inclusion into the DCEHWC will need to meet all applicable city building codes.

Additionally, no stain glass windows, or other architectural elements will be purposely destroyed if they are not used. If possible, they will be either donated or sold to help support expenses related to this project. HPDB will be consulted to help locate potential individuals or organizations to receive donated/sold items.

- 10) It is unclear in what manner or on what floor the exposed beam will be displayed. Provide specific information within or as a supplement to the revised floor plan.

Applicant Response: (Please see response to number 6 above in this document.) Images also included at the bottom of this document.

Staff Response: The images referenced in Staff Comments #6 and #10 have been received as part of the applicant’s response to Staff comments and can be found as part of “Information Supporting the Landmarks Commission Application-Certificate of Appropriateness, Submitted by the Applicant” and “KCKCC

Response to CA2021-019, Dated August 30, 2021” in the Attachments section of this report.

- 11) The applicant’s submitted plans identify red bricks from the original building as material to be incorporated into the new design but fail to demonstrate how such bricks will be used. Provide specific information about the use of the red brick within or as a supplement to the revised floor plan.

Applicant Response: *At this time, it is unknown exactly how many red bricks will be used in the DCEHWC. Bricks will need to be examined to determine if they are sound, safe and able to be used in the building. In collaboration with HPDB, appropriate red bricks will be identified and usage within the DCEHWC will be determined.*

Updates for the November 1, 2021 Landmarks Commission Meeting

- 1) Landmarks Case CA2021-019 was heard by the Landmarks Commission on September 7, 2021. The Landmarks Commission voted to hold over the Case for 60 days, until the November 1, 2021 Landmarks Commission meeting. The hold over period was provided, in part, for the Landmarks Commission and the applicant to engage in additional fact-finding. During the hold over period the Landmarks Commission created a set of additional questions, which was then provided to the applicant. The Landmark’s supplemental questions and the applicant’s subsequent responses can be found under “Responses to Landmarks Commission Member Jim Schrader Questions from Document Dated September 20, 2021” in the *Attachments* section of this report. The applicant has also provided additional responses to Staff’s listed conditionals of approval (these conditions of approval are listed under the heading “If the Landmarks Commission were to approve CA2021-019, Staff recommends that the following conditions apply;”) in the *Staff Recommendation* section of this report. The applicant’s aforementioned responses can be found under “KCKCC Responses to Staff Recommendations for CA2021-019 Dated September 7, 2021” in the *Attachments* section of this report.
- 2) The survey and final report produced by the applicant’s historic preservationist (see “Historic Survey of 7th Street Methodist Episcopal Church, South: Final Report, Dated October 13, 2021” under the *Attachments* section of this report) does not photograph and document the exterior of the historic landmark to the same extent that the interior is photographed and documented. The applicant should produce more photographs of the exterior of the 7th Street Methodist Episcopal, South Church Historic Landmark, including details of the exterior materials, the context of the landmark building within the site, and the context of the site within the Downtown Kansas City, Kansas neighborhood.
- 3) The applicant must provide a Historic Structure Report (HSR) for the Seventh Street Methodist Episcopal Church, South Historic Landmark. An HRS is a tool of historic preservation, serving as a report of the past, present, and future of a historic structure. The HRS provides documentary, graphic, and physical information about the history and existing condition of the property. The property’s past and its present condition, along with the future goals to use or re-use the

property, informs what the National Parks Service calls a “thoughtfully considered argument” for the most appropriate approach to treatment. Finally, a scope of work is outlined; all findings of research and investigation, as well as the processes of physical work, should be recorded in the HRS for future researchers. The HRS serves as an important guide for all changes and maintenance made to a historic property during a repair, rehabilitation, or restoration. Further details about and components of a Historic Structure Report can be found on the National Parks Service website, currently at the following link: <https://www.nps.gov/tps/how-to-preserve/briefs/43-historic-structure-reports.htm>.

- 4) Staff has identified four (4) alternatives to the complete demolition of the Historic Landmark. These alternatives, in order of preference, are as follows: preservation, rehabilitation, relocation, and reconstruction.
 - a. Preservation applies measures necessary to sustain the existing form, integrity, and materials of a historic property. Preservation efforts generally focus on the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. These efforts would include preliminary measures to protect and stabilize the property. New exterior additions are not typically within the scope of preservation, with the exception for code-required upgrades.
 - b. Rehabilitation makes a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values. This process may involve the integration of new construction or the addition of a new building on the property.
 - c. Relocation is the process by which a historic structure is removed from its original site and resettled at a new site. While this process is employed to prevent the demolition of a building, the act of removal leaves the structure devoid of its original context. Therefore, this action should be a last resort when all other preservation or rehabilitation efforts have failed.
 - d. Reconstruction involves the use of new construction to depict of the form, features, and detailing of a non-surviving site, landscape, building, structure, or object for the purpose of replicating its appearance at a specific period of time and in its historic location. Given the circumstances of the subject property, Staff has given reconstruction a lower preference than relocation, because reconstruction would imply complete or significant demolition of the Historic Landmark first.

With such identified alternatives available to the applicant, Staff cannot recommend approval for a Certificate of Appropriateness for Demolition for a local historic landmark.

Kansas State Historic Preservation Office Comments:

- 1) As the subject property is a local Kansas City, Kansas Landmark, but is not a State or National Historic Landmark, the Kansas State Historic Preservation Office (SHPO) has declined to comment on this Certificate of Appropriateness proposal.

STAFF RECOMMENDATION

Staff recommends that the Unified Government Board of Commissioners concur with the findings contained within the staff report and recommends **DENIAL** of **CA2021-019** subject to all comments and suggestions outlined in this staff report, and the following reasons:

- 1) The application CA2021-019, as proposed, fails to meet any of the conditions for a Certificate of Appropriateness as defined by Section 27-149(d);
- 2) Per Section 27-81, the Unified Government Board of Commissioners has found that:
 - a. The present and future economic and general welfare of the people of the city and of the public generally are founded on the contributions of the past. Many of these contributions manifest in districts, sites, buildings, structures and objects that reflect the richness and diversity of the city's history by their design, association and integrity.
 - b. Many historic properties have been lost through demolition and destructive rehabilitation, notwithstanding the feasibility of preserving and continuing the use of such properties and without adequate consideration of the irreplaceable loss to the people of the city of the historic, cultural and architectural values represented by such sites, buildings, structures and objects.
 - c. The economic and general welfare of the city cannot be maintained or enhanced by disregarding the historic, cultural and architectural heritage of the city and by countenancing the destruction of such assets.

The proposed Certificate of Appropriateness for Demolition of a Historic Landmark runs counter to the findings of the Board of Commissioners and the subsequent policy behind Article IV, Chapter 27 of the Unified Government Code of Ordinances, which pertains to and regulates Historic Landmarks and Historic Districts;

- 3) Per Section 27-82, the purpose of Article IV, Chapter 27 includes protecting and perpetuating districts, sites, buildings, structures and objects that represent or reflect distinctive and important elements of the city's historic, cultural and architectural heritage, and safeguarding the city's historic, cultural and architectural heritage as embodied and reflected in such districts, sites, buildings, structures and objects. Approving this Certificate of Appropriateness would fail to protect, perpetuate, and safeguard the Seventh Street Methodist Episcopal Church South Historic Landmark, the historic, architectural, and cultural heritage of Kansas City, Kansas as a city, and the historic, architectural, and cultural heritage of Downtown Kansas City, Kansas in particular; and,
- 4) At least four (4) alternatives to the proposed demolition and construction of a new building are available to the applicant: preservation, rehabilitation,

relocation, and reconstruction. The applicant has not sufficiently addressed all barriers to satisfying any of the alternatives.

If the Board of Commissioners approve this application, Staff recommends that it is with the conditions of the Kansas City, Kansas Landmarks Commission.

ATTACHMENTS LIST

September 7, 2021 Landmarks Commission Minutes
November 1, 2021 Landmarks Commission Minutes
Aerial Imagery
Historic District, Historic Landmarks, and All Environs
Land Use Map
Zoning Map
Site Photos Provided by Staff, Dated April 28, 2021
Rendering of "Destiny" Sculpture
Seventh Street Methodist Episcopal Church, South, 1887-88
Scope of Work Checklist
Construction Budget Proposal, Dated April 30, 2021
Information Supporting the Landmarks Commission Application- Certificate of Appropriateness, Submitted by the Applicant
KCKCC Response to CA2021-019, Dated August 30, 2021
Letter to the Landmarks Commission from Downtown Shareholders of Kansas City, Kansas, Inc, Dated September 6, 2021
KCKCC Responses to Staff Recommendations for CA2021-019 Dated September 7, 2021
Responses to Landmarks Commission Member Jim Schrader Questions from Document Dated September 20, 2021
Historic Survey of 7th Street Methodist Episcopal Church, South: Final Report, Dated October 13, 2021
KHRI Profile: 1101 North 7th Street Trafficway (Seventh Street Methodist Episcopal Church South Historic Landmark)
Link: <https://khri.kansasgis.org/index.cfm?in=209-2820-00012>
Huron Place Historic District Profile
KHRI Profile: Huron Indian Cemetery (Wyandot National Burying Ground) Historic Landmark
Link: <https://khri.kansasgis.org/index.cfm?in=209-2820-00001>

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Landmarks Commission</u>	<u>Board of Commissioners</u>
Public Hearing		
Demolition	September 7, 2021 (held over) November 1, 2021 Approved	December 2, 2021

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

MOTIONS

I move the Unified Government Board of Commissioners **DENY** Petition **CA2021-019**, as it is not in compliance with the City Code 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:

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

OR

I move the Unified Government Board of Commissioners **APPROVE** Petition **CA2021-019** 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 Urban Planning and Land Use Staff all comments contained in the Staff Report; and the following additional requirements:

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

September 7, 2021 Landmarks Commission Minutes:

Application starts at 7:35:

CERTIFICATE OF APPROPRIATENESS CA2021-019 – DR. GREG MOSIER WITH KANSAS CITY, KANSAS COMMUNITY COLLEGE (KCKCC) – SYNOPSIS: Certificate of Appropriateness for demolition of the Seventh Street Methodist Episcopal Church South Historic Landmark for the construction of the downtown campus of the Kansas City, Kansas Community College (KCKCC), located at 1101 North 7th Street Trafficway, listed as a Kansas City, Kansas Landmark (8/8/1986), and within the Huron Place Historic District environs, a Kansas City, Kansas Historic District (9/1/1983) and within the Huron Indian Cemetery (Wyandot National Burying Ground) Historic Landmark environs, listed in the Huron Place Historic District, a Kansas City, Kansas Historic Landmark District, Register of Historic Kansas Places (7/1/1977) and National Register of Historic Place (9/3/1971).

Recording Secretary Parker asked if any members had contact to disclose concerning this case. Chairman Meditz stated some members of the community have contacted him concerning this application in order to obtain information. Commissioner Schraeder stated that he retrieved the key to this location from Director Hand to let ACUR Radio into

the building and subsequently they interviewed him. Also, he is a long time member of the Historic Kansas City Foundation, and he notified the Director that this application was on the agenda. Commissioner Welcome-Hill stated that she has received emails, text messages and phone messages from members of the community with their opinions on this application. Commissioner French stated that she has also had contact with members of the community. Commissioner Bland stated that he has had discussions with a senior executive at the Kansas City, Kansas Community College regarding this application.

Recording Secretary Parker read two (2) communications into the record that were received today from Gretchen Kelly at 6748 Everett Avenue, Kansas City, Kansas and Jason Norbury, Executive Director of the Downtown Shareholders.

Present in Support:

- Dr. Greg Mosier, President and Applicant, Kansas City, Kansas Community College, 7250 State Avenue, Kansas City, Kansas

Landmarks Commission members directed comments and questions to the applicant.

Present in Opposition:

- Rebecca Barber Meditz, 12801 Sewell Avenue, Kansas City, Kansas 66109
- Chris Steineger

Staff Recommendation Starts at 1:47:26: Planning Director Hand stated that the proposed project and its co-locating partner agencies that Dr. Mosier and the Community College has put together is in line with the Downtown Master Plan. He further stated that this project is needed for the future of Downtown Kansas City, Kansas; however, that is not what is before the Commission this evening. The Commission is to determine the appropriateness of the demolish of this historic church. The property in question has been designated as a local Landmark, but has not been placed on either the National Register of Historic Places or Kansas Historic Sites Register, but that does not take away from the historic, cultural and architectural significance of the building as it is eligible for both designations. Staff determined in its review of this application that the demolition does not meet the factors to be considered for a Certificate of Appropriateness. Staff found that it does not meet and is counter to the intent of the ordinance and code. At the behest of the Landmarks Commission, Staff has worked closely with Dr. Mosier and his team on this project and some of the results of those discussions were mentioned in the presentation this evening. Staff recommends denial of this application for a Certificate of Appropriateness for the demolition of this structure for the reasons outlined in the staff report. If the Commission moves forward for approval, Staff has outlined six (6) conditions of approval:

- 1) The foundation stones, pews, stained glass, timbers, and red bricks be preserved and repurposed in a manner as described by the applicant in their proposal (and reflected in this report) and consistent with the final determinations of the HPDB;**

- 2) As the applicant is proposing to demolish a historic landmark, the applicant must, regardless of cost, hire a certified historic preservationist who will document the entirety of the building and grounds and identify any and all significant archeological resources before a demolition permit can be issued;**
- 3) No demolition permit for the building, portion of the building, or the site shall be granted until the funding goal for construction of the new KCKCC Downtown campus/DCEHWC has been met, all planning entitlements have been granted, and all relevant building permits have been issued;**
- 4) Historic preservation efforts as identified by the applicant shall be undertaken, including, but not limited to, the integration of historic artifacts into the design of the proposed building, the naming and use of the conference room within the building by the HPDB;**
- 5) The applicant and the KCKCC must establish a historic preservation and design board ("HPDB" or "Board"). A Certificate of Appropriateness cannot be granted until HPDB members are selected, and rules of operation are established. The following conditions shall apply to the HPDB:**
 - a. Members of the Board must include members of the Landmarks Commission, Department of Planning & Urban Design, members representing organizations such as KCKCC, KCKCC's President's Downtown Advisory Council, KCK's downtown community, and other appropriate representatives;**
 - a. The Board will be updated on the findings of the historic preservationist assigned with documenting the Seventh Street Methodist Episcopal Church, South Historic Landmark;**
 - b. The HPDB will have authority identify design elements for the proposed building as they relate to the preservation, incorporation, and display of features or elements of the Historic Landmark, and to make such recommendations to the DCEHWC Owners Condominium Association Board, with which reasonable recommendations will not be withheld;**
 - c. The Board may identify historic preservation deliverables and present said deliverables to the KCKCC for incorporation into the historic preservation course; and,**
 - d. The Board will not be dissolved until after all elements of design and incorporation have satisfactorily been incorporated into the design of the proposed building and all building permits and a full Certificate of Occupancy has been successfully issued for the building; and,**
- 6) The proposed sculpture, "Destiny", or a reasonably similar sculpture piece must be incorporated into the DCEWHC campus, along with other artwork from the local community and in representation of the history and heritage of the Historic Landmark, the Downtown, and Kansas City, Kansas in general.**

He further stated that he received comments from members of the community about the artifacts and cornerstone, and the Commission could add a condition of approval that the cornerstone and designated artifacts be donated to the Wyandotte County Museum. Director Hand stated that the Landmarks Ordinance is very specific with regard to demolitions of a Historic Landmark and if other demolition of buildings were proposed in this block, the properties would not only be within the environs of this Historic Landmark, but other Historic Landmarks/District in the vicinity, and will require their own Certificates of Appropriateness if demolition is proposed. Director Hand stated that with these comments, Staff recommends denial.

Commission members directed questions/comments to the staff.

Motion and Vote Starts at 2:04:00:

On motion by Ms. French, seconded by Ms. Welcome-Hill, the Landmarks Commission voted as follows to **HOLD OVER Certificate of Appropriateness CA2021-019 to the November 1, 2021 Landmarks Commission meeting for the following reasons:**

- 1. Additional time is needed by the Commission to review the information submitted to them by staff and at the meeting tonight by the applicant and speakers.**
- 2. The applicant will secure a Historic Preservationist to study the building and submit a summary report regarding a list of materials and items that can be preserved.**
- 3. Commission will provide a list of questions to staff to relay to the applicant to submit a response prior to the November 1, 2021 meeting.**

Bland:	Aye
Chamberlain	Not Present
Craddock:	Not Present
Easterwood:	Not Present
French:	Aye
Hill	Aye
Meditz:	Chairman
Schraeder:	Aye
Taylor:	Aye
Van Middlesworth:	Not Present

Motion to **HOLD OVER Passed: 5 to 0**

November 1, 2021 Landmarks Commission Minutes:

Applications starts at 1:07:35:

CERTIFICATE OF APPROPRIATENESS CA2021-019 – DR. GREG MOSIER WITH KANSAS CITY, KANSAS COMMUNITY COLLEGE (KCKCC) – SYNOPSIS: Certificate of Appropriateness for demolition of the Seventh Street Methodist Episcopal Church South Historic Landmark for the construction of the downtown campus of the Kansas City, Kansas Community College (KCKCC), located at 1101 North 7th Street Trafficway, listed as a Kansas City, Kansas Landmark (8/8/1986), and within the Huron Place Historic

District environs, a Kansas City, Kansas Historic District (9/1/1983) and within the Huron Indian Cemetery (Wyandot National Burying Ground) Historic Landmark environs, listed in the Huron Place Historic District, a Kansas City, Kansas Historic Landmark District, Register of Historic Kansas Places (7/1/1977) and National Register of Historic Place (9/3/1971).

Recording Secretary Parker asked if any members had contact to disclose concerning these cases. Commissioner Bland stated that he had discussions with a proponent of this application. Commissioner Schraeder stated that he was contacted by the news media concerning this application and he informed them the Commission would vote on this matter this evening. Vice Chairman French stated that he was contacted by a member of the KCKCC Board of Trustees and a member of the community.

Recording Secretary Parker asked if anyone on the Commission wishes to reclude themselves from the meeting and no one responded in the affirmative.

Chairman Meditz resumed the Chairmanship of the Commission.

Present in Support:

- Dr. Greg Mosier, President and Applicant, Kansas City, Kansas Community College, 7250 State Avenue, Kansas City, Kansas

Dr. Mosier asked the Commission to extend his time for his presentation. The Landmarks Commission extended Dr. Mosier's time by 15 minutes.

The Landmarks Commission directed questions and comments to the applicant, staff and Legal Counsel.

Chairman Meditz asked Legal Counsel about the ramifications of the vote this evening. Assistant Legal Counsel Kuhn stated that if the Certificate of Appropriateness is approved, the application will move forward to the Board of Commissioners. If the application is denied, there is an 18-month period before the applicant can reapply. However, the applicant can request a rehearing of the current application and if the request is denied, the applicant can appeal to the Board of Commissioners.

- Rev. Tony Carter, 1419 North 79th Street, Kansas City, Kansas, Pastor of Salem Baptist Church
- Greg Kindle, WYEDC, 727 Minnesota Avenue, Kansas City, Kansas 66101
- James Echols, 1815 North 79th Place, Kansas City, Kansas 66112
- Ray Daniels, 2602 North 100th Terrace, Kansas City, Kansas 66109 and Chairman of the KCKCC Board of Trustees
- Mary Ricketts, 2419 North 72nd Terrace, Kansas City, Kansas, President of KCKCC Foundation Board
- Don Ash, Trustee of KCKCC and Wyandotte County Sheriff
- There were five (5) persons present that did not speak.

Present in Opposition:

- No one appeared

Staff Recommendation Starts at 2:40:30: Planning Director Hand stated that it is important to make a distinction between the Downtown campus project, and the application before the Commission this evening. A project in the Downtown, such as the campus, especially with community partners that have been identified such as the YMCA, are specifically supported by the Downtown Area Plan. The application before the Landmarks Commission is only regarding whether it is appropriate to demolish this historic structure. He stated that the Unified Government has not indicated any support or guidance of this application. The first time that will be done is tonight through the vote of the Landmarks Commission. Director Hand further stated that the Chief Administrative Officer only signed the affidavit to allow the application to move forward; that does not indicate support for this application. As Staff reviewed this Certificate of Appropriateness, none of the Factors to be Considered were met. He further stated in accordance with the Secretary of the Interior's Standards, what is proposed in Staff's opinion amounts to a false sense of historical development. It was stated tonight that this is the last Victorian Gothic building and one of the few from the 19th century expansion period in Kansas City, Kansas. It was stated by the applicant that in the Historic Preservation ordinance there are multiple purposes that this project is meeting. Those purposes pertain to the benefits of preservation of historic landmarks and districts, but not to be used to demolish historic structures. This is the very reason why there is a Historic Preservation ordinance. He further stated that six (6) months ago the Commission asked Staff to find a way to preserve the building and incorporate the church into the Downtown KCKCC campus project. He cannot speak to the budget of the KCKCC and how they can spend their money, but the City has been waiting for 30 years for a project of this magnitude. No one with a plan, resources or money has come forward to develop this block and it will never happen again. He stated that Staff has letters in support in addition to the people that spoke this evening. There were two (2) persons present in opposition at the September meeting. Staff recommends denial.

Chairman Chamberlain asked what the recourse is for the KCKCC if this application is denied. Director Hand stated that the applicant would request a rehearing but would need to show financial hardship or that the project had changed significantly. Director Hand stated that if the Director of Planning denied that request, then the decision could be appealed to the Unified Government Board of Commissioners.

Motion and Vote Starts at 2:55:15:

On motion by Mr. Schraeder, seconded by Mr. Chamberlain, the Landmarks Commission voted as follows to **DENY Certificate of Appropriateness CA2021-019 for the reasons listed in the Staff report and due to the fact that it does not meet the criteria of the reason the Landmarks Commission exists:**

Bland:	No
Chamberlain	Aye
Craddock:	Aye
Easterwood:	Aye

French: No
Hill No
Meditz: Chairman
Schraeder: Aye
Taylor: No
Van Middlesworth: No
Motion to **DENY FAILED**: 4 to 5

On motion by Ms. Welcome-Hill, seconded by Mr. Bland, the Landmarks Commission voted as follows to **APPROVE Certificate of Appropriateness CA2021-019**:

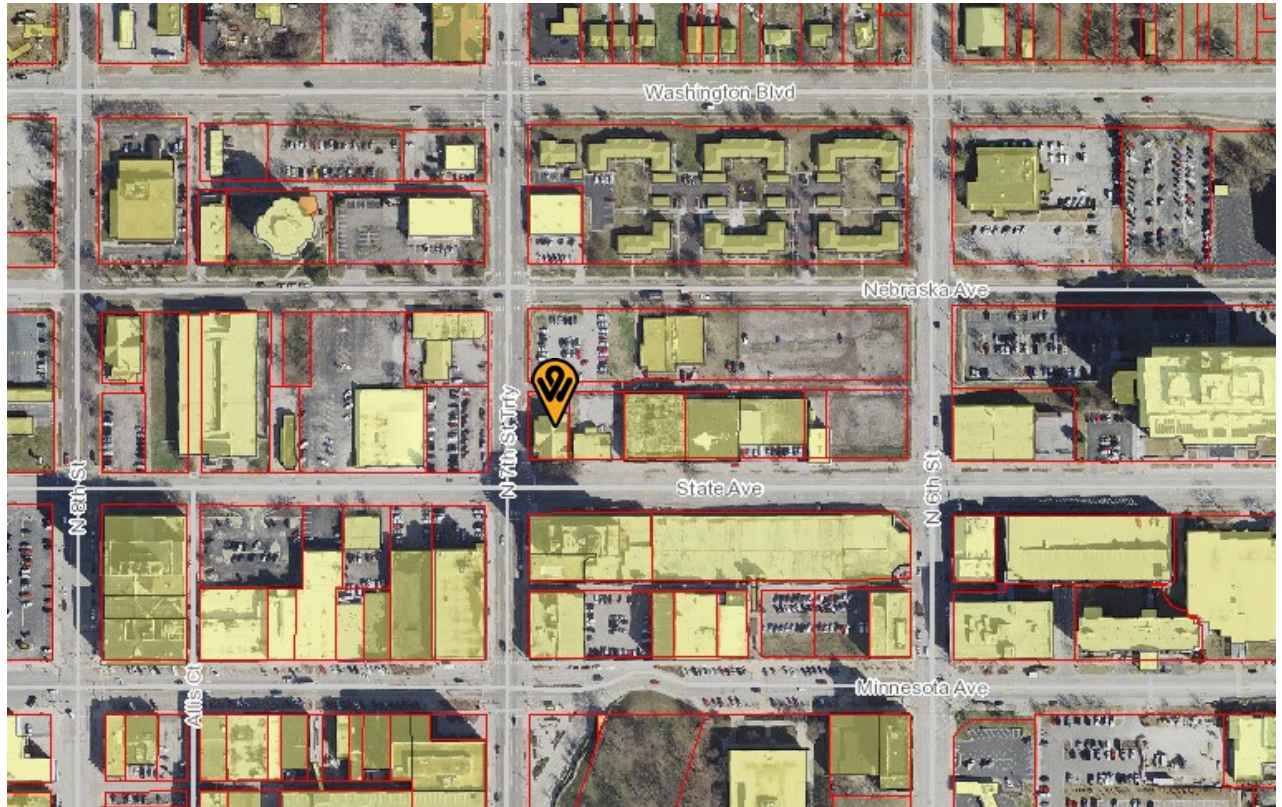
Bland: Aye
Chamberlain Aye
Craddock: Aye
Easterwood: Aye
French: Aye
Hill Aye
Meditz: Chairman
Schraeder: No
Taylor: Aye
Van Middlesworth: Aye
Motion to **APPROVE Passed**: 8 to 1
Subject to:

- 1) The foundation stones, pews, stained glass, timbers, and red bricks be preserved and repurposed in a manner as described by the applicant in their proposal (and reflected in this report) and consistent with the final determinations of the HPDB;
- 2) As the applicant is proposing to demolish a historic landmark, the applicant must, regardless of cost, hire a certified historic preservationist who will document the entirety of the building and grounds and identify any and all significant archeological resources before a demolition permit can be issued;
- 3) No demolition permit for the building, portion of the building, or the site shall be granted until the funding goal for construction of the new KCKCC Downtown campus/DCEHWC has been met, all planning entitlements have been granted, and all relevant building permits have been issued;
- 4) Historic preservation efforts as identified by the applicant shall be undertaken, including, but not limited to, the integration of historic artifacts into the design of the proposed building, the naming and use of the conference room within the building by the HPDB;
- 5) The applicant and the KCKCC must establish a historic preservation and design board ("HPDB" or "Board"). A Certificate of Appropriateness cannot be granted until HPDB members are selected, and rules of operation are established. The following conditions shall apply to the HPDB:
 - a. Members of the Board must include members of the Landmarks Commission, Department of Planning & Urban Design, members

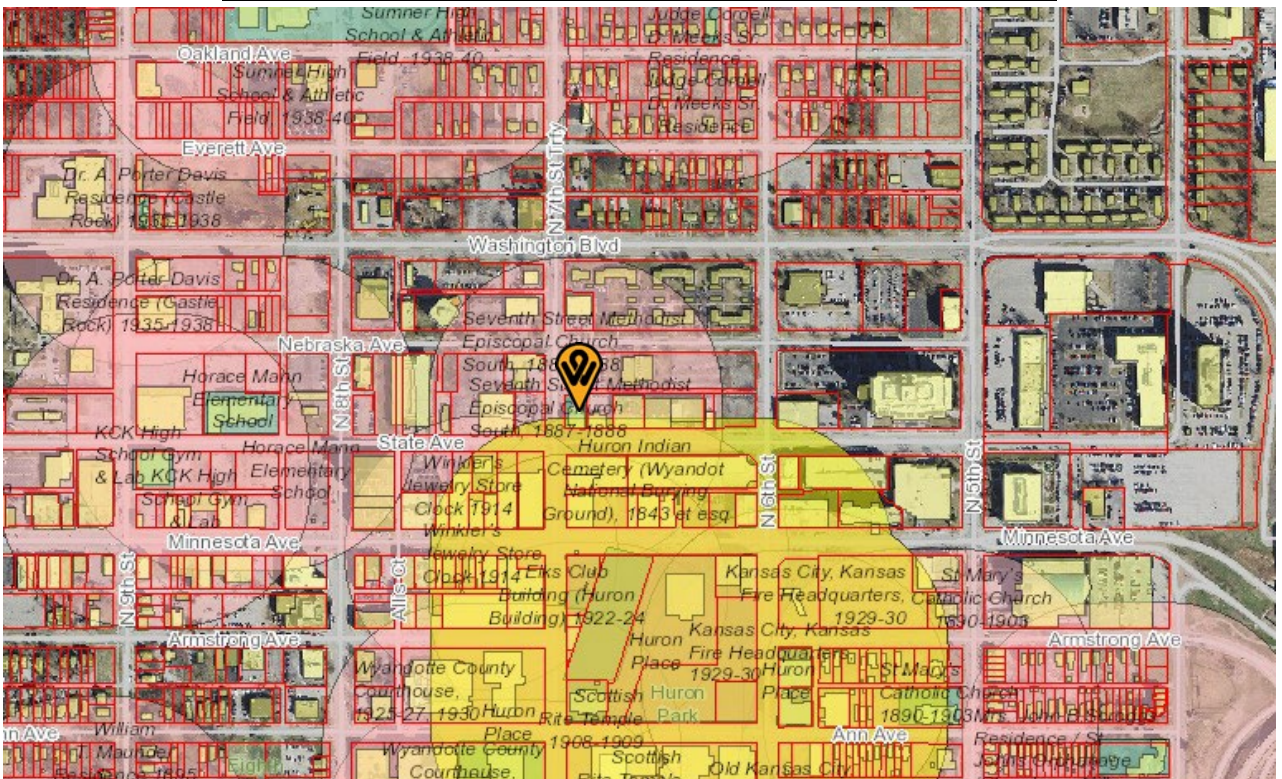
- representing organizations such as KCKCC, KCKCC's President's Downtown Advisory Council, KCK's downtown community, and other appropriate representatives;
- b. The Board will be updated on the findings of the historic preservationist assigned with documenting the Seventh Street Methodist Episcopal Church, South Historic Landmark;
 - c. The HPDB will have authority identify design elements for the proposed building as they relate to the preservation, incorporation, and display of features or elements of the Historic Landmark, and to make such recommendations to the DCEHWC Owners Condominium Association Board, with which reasonable recommendations will not be withheld;
 - d. The Board may identify historic preservation deliverables and present said deliverables to the KCKCC for incorporation into the historic preservation course; and,
 - e. The Board will not be dissolved until after all elements of design and incorporation have satisfactorily been incorporated into the design of the proposed building and all building permits and a full Certificate of Occupancy has been successfully issued for the building;
- 6) The proposed sculpture, "Destiny", or a reasonably similar sculpture piece must be incorporated into the DCEWHC campus, along with other artwork from the local community and in representation of the history and heritage of the Historic Landmark, the Downtown, and Kansas City, Kansas in general; and,
- 7) The applicant must provide a Historic Structure Report for the Seventh Street Methodist Episcopal Church, South Historic Landmark. The Historic Structure Report must provide the documentary, graphic, and physical information about the history and existing condition of the building, the goals for the use or re-use of the property, a proposed treatment approach, a scope of work, and must be updated as work commences to record the processes undertaken and the changes made.

ATTACHMENTS

AERIAL IMAGERY



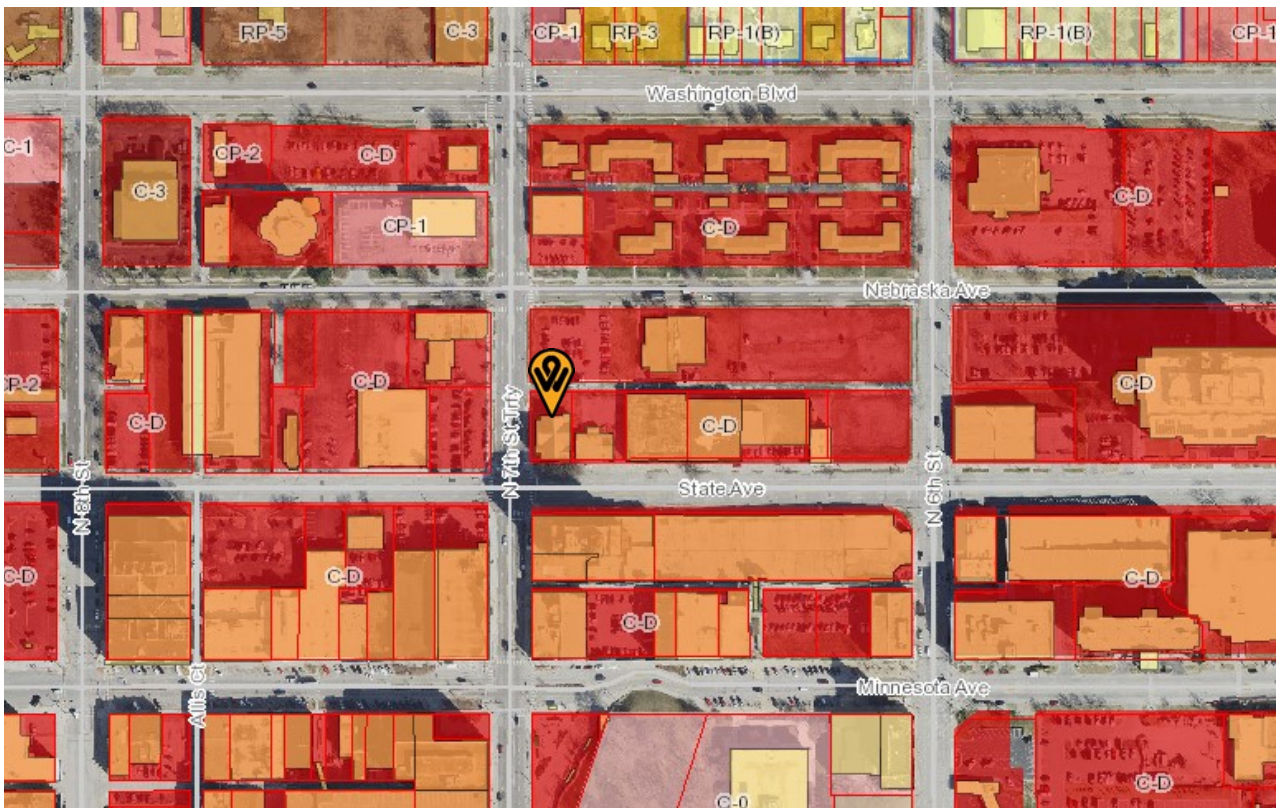
HISTORIC DISTRICT, HISTORIC LANDMARKS, AND ALL ENVIRONS



LAND USE MAP



ZONING MAP



SITE PHOTOS PROVIDED BY STAFF, DATED APRIL 28, 2021



Captions for pictures going clockwise, starting in the upper left.

- Interior view of the vaulted ceiling in the nave of the church.
- Exterior of the rear (north) entrance of the Historic Landmark building.
- Exterior view of the southwest corner of the Historic Landmark building, displaying the front entrances to the building.
- Exterior of the window by the rear (north) entrance of the Historic Landmark building.

All photos taken by Staff on April 28, 2021.

RENDERING OF "DESTINY" SCULPTURE



SEVENTH STREET METHODIST EPISCOPAL CHURCH, SOUTH, 1887-88
1101 North 7th Street
Architect unknown
K.C.K. Historic Landmark: August 28, 1986

The history of the Seventh Street Methodist Episcopal Church, South, is intimately interwoven with the founding and early development of Kansas City, Kansas. The congregation was descended from the mission church the Wyandot Indians brought with them from Ohio in 1843 (the first Methodist mission to the Indians in North America) and still included Wyandots and Wyandot descendants among its number when the present structure was built and on into the 20th Century. Some of these members, such as Silas Armstrong and the Conley sisters, strongly influenced local history. The church itself is the only remaining 19th Century Gothic Revival structure in Kansas City, Kansas, it is the oldest still-occupied church in the city, and is one of the few remaining survivors of the 1886-1893 period of consolidation and growth that marked the city's coming of age as an urban community.

The Wyandots' Methodist Church had its origin in 1816, when a free-born black man named John Stewart arrived among the Wyandots at Upper Sandusky, Ohio, and began preaching. Stewart was without training or authorization, but was nevertheless highly effective. In 1819, at the request of the Wyandot chiefs, the Methodist Episcopal Church granted official recognition to Stewart's mission and promised aid. The church started by Stewart thus became the first Methodist mission in North America. Regular missionaries were assigned to assist Stewart and a mission church was erected in 1824, a National Register building still standing in Upper Sandusky.

In 1843 the Wyandots were forced to emigrate to Kansas, the last tribe to be pushed out of Ohio as a result of the Indian Removal Act of

1830. By that time there had been much intermarriage with adopted whites, many tribal members were well educated and thoroughly assimilated, and the Methodist mission church was a major influence in tribal life.

The circumstances the Wyandots found themselves in upon arrival in Kansas were quite difficult, and in the late summer and fall of 1843 there were over sixty burials in the Huron Indian Cemetery (itself a National Register Historic Site). In December, the Wyandots were able to purchase 39 sections of land from the Delaware Reserve at the confluence of the Kansas and Missouri Rivers. The town of Wyandott which the tribe then established was the origin of the present Kansas City, Kansas. One of the first structures built in or near the town was a new mission church, a log structure known as the Church in the Wilderness which was completed in April, 1844, near the center of what is now the Westheight Manor National Register Historic District.

The log church was replaced with a brick structure in the fall of 1847, built near the present 10th and Walker with money from the sale of the Ohio mission property. In the interim, the national Methodist Episcopal Church had split over the issue of slavery, and the Indian Mission Conference to which the Kansas missions were assigned was allotted to the Methodist Episcopal Church, South. This led to hard feelings among the Wyandots, who included both abolitionists and slave owners as well as those who favored either the Indian Mission Conference or the Ohio Conference for various other reasons. In 1848 the congregation split, with the missionary, the Rev. E. T. Peery, and a pro-Mission Conference minority taking possession of the brick church.

That was not the end of the Church's troubles however. By 1856, the year of "Bleeding Kansas," feelings on the slavery question ran so high that both the brick Methodist Episcopal Church, South, and the newly built, log Methodist Episcopal Church were burned by mobs on the night of April 8. In the fall construction began on a new wood frame church just to the west of the Huron Indian Cemetery, at what is now the southeast corner of 7th and Minnesota on property donated by Hiram and Margaret Northrup. This was an appropriate location, as the cemetery was generally managed and maintained by the church. The closeness of this relationship was emphasized in 1858 by the burial there of the young son of the Rev. William Barnett, pastor of the Methodist Episcopal Church, South, from 1855 to 1861 and again from 1869 to 1872. This was one of the few non-Wyandot burials to be allowed.

Slavery was not the only issue dividing the Wyandots. On January 31, 1855, they signed a treaty dissolving their tribal status, becoming U.S. citizens and dividing up the Wyandott Purchase into individual allotments. Both the cemetery and the mission church property were reserved. A minority of the less assimilated Wyandots opposed the treaty and chose to defer citizenship. As conflict over the slavery question escalated in Kansas, this minority grew in number and eventually began moving to Oklahoma, where the Wyandot Tribe was legally re-established in 1867. This division between "citizens" and "Indians" did not directly affect the church, however, as most church members were of the citizen group. They included some of the most prominent Wyandots, such as Silas Armstrong, the president of the Wyandott City Company and the elected Head Chief of the Wyandot Nation (1865).

During the Civil War the church was forced to close its doors for several years because of the strength of anti-southern feelings in Kansas, although the congregation continued to meet in members' homes. The church was reopened in 1867 by the Rev. Joseph King. It was then attached to the Missouri Conference of the Methodist Episcopal Church, South, as the Indian Mission Conference no longer existed, and in 1870 transferred to the newly created Western Conference.

By 1870 the congregation had outgrown the wood frame church. It was demolished and a new brick church was begun at the same location. Due to lack of funds, the new building was put into condition to be used but it was never fully completed or dedicated. The church was twelve to fifteen feet above the street, just a little below the cemetery, and in 1884 new steps and a stone retaining wall were built. In order to increase the meagre church funds, for several years the church was rented out during the week to the U.S. District Court for \$150 a year for use as a courtroom.

The church continued to labor under the handicap of its building. After the parsonage was sold to put a new roof on the church, another was built and both the church and the new parsonage together were valued at only \$7,000. Rev. W. H. Comer described the church as follows:

"The church at Huron Place was 64 x 80 feet, walls 20 feet high, ceiling 35 feet in center. An alcove was in one end for the pulpit; a tower at each corner of the other end with a large vestibule between the towers. The first floor of one of the towers was used for pastor's study, the other for coal bin. There was one room in the building which was quite roomy but not very convenient; the building was never finished and had been condemned and tied together with huge iron rods for years before we ceased to use it."

On March 6, 1886, the City of Wyandotte was consolidated with two smaller communities to form a new city of the first class, which was

named Kansas City, Kansas. For the next several years the city boomed, until investment was curtailed by the Panic of 1893. Over half a dozen new packing plants were opened, as well as several soap factories. Various transit lines tied the consolidated city together, including a cable car line to the south of the downtown. In the downtown itself much construction took place. At the intersection of 6th and Minnesota, one block to the east of the church, substantial new buildings arose on each of the four corners. Given the problems with the church building and the increased potential of the corner for commercial development, it was inevitable that the church would consider selling.

In October, 1886, T. J. Barker offered to secure for the church an available site on the northeast corner of 7th Street and State Avenue, a block to the north of the church. The offer was accepted and Mr. Barker, who was a member of the congregation, advanced the money for the purchase of the lots. The old site was offered for sale and on March 30, 1887, was sold for \$25,000. The materials in the old church were reserved: 4500 bricks, 1000 perch of stone, and a large quantity of framing were reused in the new building. The parsonage was sold separately and moved to a lot on Nebraska Avenue. This was obviously a substantial increase in value over the \$7,000 valuation of just a few years before.

The buildings erected in Kansas City, Kansas in this period exhibited an eclectic variety of style and design. Some were quite up-to-date, while others seemed fifteen or twenty years behind the times. The impressive Portsmouth Block at 6th and Minnesota was in the commercial style of the Chicago School, with a certain resemblance to John Root's Rookery Building. The Husted Building to the north of the

Portsmouth had multiple tall bays in the Chicago manner, but the detailing was a mixture of Queen Anne and Italianate. A similar mixture could be found in many of the smaller commercial structures such as the Duer Building at 8th and Minnesota, with its Richardsonian Romanesque brickwork and Queen Anne wooden oriels. The houses in the surrounding community ranged from a very plain vernacular to a relatively restrained Queen Anne, with a number of Italianate holdovers. The churches, with one Shingle Style exception, were generally either a watered down Romanesque or variations on the Gothic Revival.

The latter was the case with the Seventh Street church, and it is now the only significant example of this style remaining from this period in Kansas City, Kansas. More specifically, the Seventh Street Methodist Church belongs to the phase of the Gothic Revival sometimes referred to as High Victorian Gothic, although obviously not as elaborate a design as the work of a master of the style such as Frank Furness. Because of cost, the church exterior lacks the rich mix of materials, colors and textures often typical of High Victorian Gothic, but the broad heaviness of the building mass and the ornamental details such as the pinnacles atop the bell tower, the wooden gable ends and the interior trusses place the building firmly within the boundaries of the style.

In plan the building is a Latin cross measuring 56 by 85 feet, the base being at the south end on State Avenue. The arms of the cross are quite broad and project only 8 feet to either side. A steeply gabled roof covers the body of the church, the cross gables matching the ends in height. A contemporary account states that the roof was originally of metal, but it was apparently covered with shingles at an early

date. (A recent reshingling revealed the metal roof still in place beneath several shingle layers.) The northeast and southeast corners of the cross are filled in, and the bell tower and entry occupy most of the southwest corner, leaving only the northwest corner of the cross open. The southeastern infill has its own east-facing gable, somewhat smaller than the principal gable, and the way in which the splayed ends of the two gables interlock while the brick walls below overlap makes the east facade the most interesting and lively side of the church. Unfortunately this is now largely obscured by an adjacent commercial building.

The base of the building is of roughly dressed limestone topped by a cut stone sill. The upper portions of the walls are a smooth red brick, generally in one plane except for brick mouldings which outline the upper portions of the windows in the gable ends and the various features of the tower. The only stone trim occurs in the heavy sills of the window openings, and the notched caps of the buttresses and the pinnacles mentioned above. Vertical brick buttresses mark each outer corner of the various elements of the design. The buttress tops stop a foot or two below the roof edge, and align with the horizontal portions of the brick decorative mouldings.

The windows are lancet shaped, of stained and leaded glass set in wood frames, and come in three sizes depending upon placement and function. Two large double lancet windows are centered in the east and west ends of the cross, flanked by two smaller windows. The south end of the cross contains four of these middle-sized windows (actually quite tall) equally spaced with a circular window above. The north altar end of the cross has two middlesized windows flanking a projecting, blank-walled organ housing. The secondary gable on the

east has a pair of the middle-sized windows, while the smallest windows occur in areas such as the niche between the entry bell tower and the western cross arm. This mixture of varying sizes and regular placement lends the facades an interesting rhythm, while the predominance of the middle-sized windows ties the whole together.

The circular window mentioned above is repeated six times in the design. Wooden muntins within the circle create a six-pointed Star of David, with a smaller circle inside the hexagon formed by the star's members. In addition to the south facade, this form is placed in the points of the two large windows on the east and west, and in the west and south facades of the entry bell tower. There is also a circular window in the gable of the projecting organ bay on the north, although it is not visible from the auditorium. All six windows are placed at approximately the same height in their respective facades. The four gable windows contain stained and leaded glass, while the two in the bell tower are backed with wood. Photographs would seem to indicate that these latter were originally glazed as well and subsequently damaged, possibly in the storm that destroyed the tower spire.

At the present time the square entry bell tower appears tall enough to be well proportioned and balance the mass of the church building. For the first 53 years of the church's existence, however, the tower was crowned with a tall spire which made the building a visual landmark in the downtown area. The spire was four sided and quite steep, with an angular flare at the base where it joined the tower. Like the original church roof it was clad in metal sheathing. The four pinnacles mentioned above crown the corners of the tower with a vertical emphasis that echoed the much taller spire.

Below the top of the tower, at what might be considered the third level, louvered, lancet-shaped openings centered in doubly inset brick panels mark the belfry. At the second level are the two circular windows. Below this, tall lancet-headed door openings face west and south. Double doors (obviously not the originals) are topped by a stained and leaded glass transom, above which two lancet shaped windows and a small circular opening echo the forms of the largest windows. As the base is fairly high, six steep steps lead up to the doors, curving around the southwest corner of the tower in a manner similar to the curve of the adjoining street corner.

On the interior the most notable space is the auditorium. With the high sloping ceiling and windows on three sides it is a light and airy space. The woodwork of hard pine was originally oiled and oil frescoes (stenciling?) decorated the plaster walls. Both woodwork and walls have since been painted over. The four arches of the crossing are marked by fairly elaborate carved timberwork trusses very much in the High Victorian Gothic style. Such timberwork (which admittedly may be decorative rather than functional) can be found in no other church in Kansas City, Kansas.

By January 15, 1888, construction of the new church was far enough along that the congregation was able to begin holding services in the Sunday school room. On June 10 the first service was held in the auditorium. The church was formally dedicated on the following Sunday, June 17, 1888, with Bishop E. R. Hendrix presiding. At the time of dedication the membership had almost doubled from 54 just three years before, and the Sunday school had increased to an enrollment of 150.

Despite its growth, the church still numbered various Wyandots and Wyandot descendents among its membership, including members of the

Armstrong, Ladd, Walker and Zane families. The eldest was Ebenezer O. Zane, who was 19 when the Wyandots emigrated in 1843. He came to be regarded as the patriarch of the local Wyandot community, and in the years after the new church was built he acted as self-appointed caretaker and custodian for the Huron Indian Cemetery, until his death in 1902.

The church continued to expand its membership as the city around it grew, although neither the church nor its Wyandot members would ever again achieve the position of preeminence they had enjoyed prior to the Civil War. Among the most active members in the church in the early 1900s were the sisters Eliza B. (Lyda) Conley and Helena (Lena) Conley, nieces of Ebenezer Zane. Eliza B. Conley was an attorney, a great rarity at the time, having graduated from the Kansas City School of Law and been admitted to the Missouri Bar in 1902. In the church she was a Sunday School teacher, vice-president of the Epworth League, and superintendent of the Junior Epworth League.

The pressures of growth that had made the church move profitable also came to bear on the Huron Indian Cemetery. The reorganized Wyandot Tribe in Oklahoma began efforts to sell the cemetery ground for commercial purposes in the late 1890s, without regard for the feelings of Wyandot descendants and church members whose families made up a majority of the burials. Matters came to a head on June 21, 1906, when authorization for the sale was attached as a rider to the annual appropriation bill for the Department of the Interior. The authorization called for the graves (or at least the headstones) to be moved to Quindaro Cemetery at 38th and Parallel, where members of the northern Methodist congregation were buried.

The Commissioners appointed by the Secretary of the Interior were preparing to remove the grave stones when the Conley sisters seized control of the cemetery. They padlocked the iron gates and erected "Trespass At Your Peril" signs, while setting up quarters in a caretaker's shack and threatening to shoot anyone who dared to enter the cemetery to attempt to remove the graves.

Eliza Conley then filed suit in Federal court against the Secretary of the Interior and the Commissioners appointed by him, to restrain them from selling or interfering with the cemetery. The case eventually reached the United States Supreme Court, where Eliza Conley was one of the first women attorneys to be allowed to plead a case. The Court ruled against the suit, stating:

"The United States maintained and protected the Indian use or occupation against others but was bound itself by honor, not by law."

"That the words 'shall be permanently reserved and appropriated for that purpose,' like the rest of the treaty, were addressed only to the tribe and rested for fulfillment on the good faith of the United States..."

"That the plaintiff cannot establish a legal or equitable title of the value of \$2,000 or indeed any right to have the cemetery remain undisturbed by the United States."

While the case was proceeding through the courts the two women were subject to all sorts of persecutions and petty annoyances. A Federal judge threatened imprisonment for contempt of court; the women were arrested and hauled into police court on the charge of disturbing the peace; and the caretaker's shack was burned down only to be quickly replaced. Eventually public opinion, first within the church and then within the larger community, came to side with the sisters in their fight. Senator (later Vice-President) Charles Curtis of Kansas was

himself partly of Indian descent, and in 1913 he succeeded in getting the sale authorization repealed in Congress.

By 1914 both the city and the church had entered their period of greatest prosperity. The total church membership had reached nearly 360, with a Sunday school attendance averaging 150. The large membership made possible repairs and improvements to the church building costing over \$4,200. The roof was repaired; the study papered; the primary room papered, partitioned and enlarged; the auditorium painted and decorated, and the windows repaired; the young men's classroom painted and decorated; and the remainder of the basement excavated, the entire basement then being finished into eight large classrooms and a kitchen surrounding a central room 24 x 49 feet which could be used as a dining room, gymnasium or assembly room. A modern steam heating plant had also been installed, and the building electrified, although these improvements may have predated the renovation.

The seven year fight over the Huron Indian Cemetery was perhaps the last major role that the Seventh Street church was to play in the community. As the fortunes of the city entered an extended period of decline, that decline was inevitably mirrored in the church. Beginning in the 1920s, the church was increasingly surrounded by commercial development. The rectory to the north of the church was demolished, and a new home purchased at some distance from the downtown. In 1939, the Methodist Episcopal Church, the Methodist Episcopal Church South, and the Methodist Protestant Church were reunited nationally in the Methodist Church. Although certainly positive from a religious standpoint, this perhaps harmed some of the smaller, less vigorous

churches, and cost them something of their distinctive identity as well.

On August 25, 1941, the steeple atop the bell tower was blown down in a storm. The steeple of the adjacent First Presbyterian Church was blown down in the same storm, doing major damage that resulted in that church's demolition, and the towers of KCKN radio atop The Kansan building were also destroyed. The Seventh Street Methodist steeple was not replaced, subtly lessening the church's visual impact and status. Eliza B. Conley died in 1946 and Helena in 1958, still protesting any real or imagined threat to their beloved cemetery, where they themselves were buried. The church, with an active membership of only about 40 was forced to sell to a new congregation in 1986. Despite this decline, however, the building remains a physical tie to major figures and events in the city's history, as well as a strong architectural representative of an important period in the city's development. Its loss from either standpoint would be a major blow to the city's heritage.

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Morgan, Perl W. History of Wyandotte County, Kansas and Its People. 2 vols. Chicago: The Lewis Publishing Company, 1911.

Pennington, Beecher B., B.D. History of Seventh Street Methodist Church South. Kansas City, Kansas: The Buckley Publishing Company, 1915.

Porter, J. M. Hand Book, Seventh Street M.E. Church, South, Atchison District, Western Conference. Kansas City, Kansas: 1904.

Please include the following information with the completed application:

1. Two (2) sets of elevations, one (1) from before the proposed work and one (1) after the proposed work, showing all four (4) sides of the building, even sides that will have no work being done to it. Elevations must show the dimensions of the façade of the building and must include the dimensions of all windows and doors present on that side of the building;
2. Photographs of all four (4) sides of the building. If work has already started on the building, then two (2) sets of photographs are needed, one (1) set to show the condition of the building's exterior before the work started (if possible) and one (1) set to show the current condition of the building's exterior;
3. List of materials that will be used. Photographs, screenshots, or print outs of materials and/or spec sheets are acceptable, so long as the proposed materials' color and specifications are accurate. A material palette is not necessary; and
4. Plot plan for the property. The plot plan does not have to be produced by a licensed professional. However, North must be shown on the plan and all dimensions of the parcel, building footprints, and distance from buildings to the property boundary must be marked and accurate. If the proposed work includes an addition or expansion of any structure on the property, (if the addition/expansion work is a porch or deck, see Section V below), then two (2) plot plans, one (1) from before the proposed work and one (1) after the proposed work, must be provided. The updated plot plan must show the footprint and dimensions of the proposed porch/deck as well as the distance from the property boundary in order to ensure the additional work will not cause the porch/deck to exceed any building lines or setbacks.

Scope of Work Questionnaire

Section I: Roof

1) Are you replacing the roof or the roofing shingles?

☒ **NO** Skip to question 2

☐ **YES**

If YES, provide the following items, in order to explicitly identify both the color and material of the proposed roof:

1. Photographs of the current (old) roof;
2. Information sheet or specifications for the current roof, if available;
3. Photographs of the replacement (new) roofing shingles; and
4. Information sheet or specifications for the replacement roof (i.e. a brochure, sales report, or photograph of an online catalog).

Section I: Roof, continued**2) Are you replacing any of the current soffits or fascia?**☒ **NO** Skip to question 3☐ **YES**

If YES, will the soffits or fascia change in material or color from the original soffits or fascia?

☐ **YES**

If YES, provide the following items, in order to explicitly identify both the color and material of the proposed roof, in order to explicitly identify both the color and material of the proposed soffits and/or fascia:

1. Photographs of the current (old) soffits/fascia;
2. Information sheet or specifications for the current soffits/fascia, if available;
3. Photographs of the replacement (new) soffits/fascia; and
4. Information sheet or specifications for the replacement soffits/fascia (i.e. a brochure, sales report, or photograph of an online catalog).

☐ **NO**

If NO, provide the following items:

1. Photographs of the current (old) soffits/fascia;
2. Photographs of the replacement (new) soffits/fascia; and,
3. Information sheet or specifications for the replacement soffits/fascia (i.e. a brochure, sales report, or photograph of an online catalog).

3) Are you replacing any other parts of the roof (e.g. gutters)?☒ **NO** Skip to Section II☐ **YES**

If YES, will the roof parts be in the same material or color from the original roof parts?

☐ **YES**

If YES, provide the following items, in order to explicitly identify both the color and material of the proposed roof parts:

1. Photographs of the current (old) roof parts;
2. Information sheet or specifications for the current roof parts, if available;
3. Photographs of the replacement (new) roof parts; and
4. Information sheet or specifications for the replacement roof parts (i.e. a brochure, sales report, or photograph of an online catalog).

☐ **NO**

If NO, provide the following items:

1. Photographs of the current (old) soffits/fascia;
2. Photographs of the replacement (new) soffits/fascia; and,
3. Information sheet or specifications for the replacement soffits/fascia (i.e. a brochure, sales report, or photograph of an online catalog).

Section II: Siding**1) Are you replacing the current siding on the house?**☒ **NO** Skip to section III☐ **YES** A) Is the siding brick?☐ **NO** If NO, skip to question B☐ **YES** i. If YES, will you be repairing or replacing the existing brickwork with the same or comparable brick?☐ **YES**☐ **NO**

Describe the proposed character of the brickwork below and how it will match the historic character:

ii. If the proposed siding is brick, will you be removing or painting any brickwork?

☐ **YES**☐ **NO**

Describe how and why you intend to remove and/or paint the brick to match the historic character.

B) Will the new siding change in color, style, material, or dimensions?

☐ **YES** If YES, provide the following items, in order to explicitly identify both the color and material of the proposed siding:

1. Photographs of the current (old) siding;
2. Information sheet or specifications for the current siding, if available;
3. Photographs of the replacement (new) siding; and
4. Information sheet or specifications for the replacement siding (i.e. a brochure, sales report, or photograph of an online catalog).

☐ **NO** If NO, provide the following items:

1. Photographs of the current (old) siding;
2. Photographs of the replacement (new) siding; and,
3. Information sheet or specifications for the replacement siding (i.e. a brochure, sales report, or photograph of an online catalog).

Section III: Windows**1) Are you replacing any of the existing windows??**☒ **NO** Skip to Question 3

☐ **YES** A) If YES, provide elevation drawings of each side of the structure, showing all the windows and their current dimensions. Provide elevations even for the sides of the structure that do not have any windows being replaced. These elevation drawings can be combined with other elevation drawings provided in this application.

2) Will any of the windows change in color, dimensions, material, or appearance☒ **NO** Skip to Question 3

☐ **YES** A) If YES, provide the following items:

- i. Photographs of all the current (old) windows (at least one photograph that shows the entire side of the structure. Close up photographs of each window is also encouraged so long as staff can tell where the window is on the structure);
- ii. Measurements of the current windows:
 1. Total height (edge of the top of the frame to edge of the bottom of the frame);
 2. Width (outside edge of one side of the frame to outside edge of the other side of the frame);
 3. Sash width (outside edge of the frame to edge of the glass pane); and,
 4. Number of panes of glass (i.e. one (1)-over-one (1), three (3)-over-one (3), 6-over-6).

NOTE: When providing measurements to Staff, be sure to identify which measurements belong to which window.
- iii. Information sheet or specifications for the current windows, if available, including if they are single or double hung;
- iv. Photographs of the replacement (new) windows;
- v. Measurements of the new windows:
 1. Total height (edge of the top of the frame to edge of the bottom of the frame);
 2. Width (outside edge of one side of the frame to outside edge of the other side of the frame);
 3. Sash width (outside edge of the frame to edge of the glass pane); and,
 4. Number of panes of glass (i.e. one (1)-over-one (1), three (3)-over-one (1), six (6)-over-six (6)).

NOTE: When providing measurements to Staff, be sure to identify which measurements belong to which window.
- vi. Information sheet or specifications for the replacement windows (i.e. a brochure, sales report, or photograph of an online catalog); and,
- vii. Identify the color and material of the new windows.

Section III: Windows, continued**3) Are you adding or moving any new windows that were not there before?**☒ **NO** If NO, proceed to Question 4☐ **YES**

A) If YES, provide the following items:

- i. Photographs of the replacement (new) windows;
- ii. Measurements of the new windows:
 - 1. Total height (edge of the top of the frame to edge of the bottom of the frame);
 - 2. Width (outside edge of one side of the frame to outside edge of the other side of the frame);
 - 3. Sash width (outside edge of the frame to edge of the glass pane); and,
 - 4. Number of panes of glass (i.e. one (1)-over-one (1), three (3)-over-one (1), 6-over-6).

NOTE: When providing measurements to Staff, be sure to identify which measurements belong to which window.

- iii. Information sheet or specifications for the replacement windows. (i.e. a brochure, sales report, or photograph of an online catalog);
- iv. Identify the color and material of the new windows; and,
- v. An elevation rendering of the building with the new windows in place.

4) Are you covering up any current windows?☒ **NO** If NO, proceed to Section IV☐ **YES**

A) If YES, provide the following items:

- i. Explain why you are covering up the window:

- ii. Explain the material that will be used to cover the window opening. This should include information about the siding that will go over the window. The siding should match the rest of the building (if the siding is not being replaced) or the replacement siding (if the siding is being replaced):

- iii. Provide an elevation rendering of the building with the window covered up.

Section IV: Doors**1) Are you replacing any of the existing exterior doors?**☒ **NO** If NO, proceed to Question 3☐ **YES** A) If YES, provide elevation drawing of each side of the structure, showing all the doors and their current dimensions. Provide elevations even for the sides of the structure that do not have any doors being replaced. These elevation drawings can be combined with other elevation drawings provided in this application.**2) Will any of the doors change in color, dimensions, material, or appearance?**

☐ **YES** A) If YES, provide the following items, in order to explicitly identify the color and material of the proposed door:

- i. Photographs of all the current (old) doors. Close up photographs of each door is also encouraged so long as staff can tell where the doors is on the structure;
- ii. Measurements of the current doors:
 - 1. Total height;
 - 2. Total width; and,
 - 3. Number of panes of glass, if any

NOTE: When providing measurements to Staff, be sure to identify which measurements belong to which door.
- iii. Information sheet or specifications for the current doors, if available,
- iv. Photographs of the replacement (new) doors;
- v. Measurements of the new doors:
 - 1. Total height;
 - 2. Total width;
 - 3. Number of panes of glass if any.

NOTE: When providing measurements to Staff, be sure to identify which measurements belong to which door.
- vi. Information sheet or specifications for the replacement doors (i.e. a brochure, sales report, or photograph of an online catalog)

☐ **NO** B) If NO, provide the following items,

- i. Photographs of all the current (old) doors. Close up photographs of each door is also encouraged so long as staff can tell where the doors is on the structure;
- ii. Measurements of the current doors:
 - 1. Total height;
 - 2. Total width; and,
 - 3. Number of panes of glass, if any

Continued on next page.

Section IV: Doors, continued

iv. Photographs of the replacement (new) doors;

v. Measurements of the new doors:

1. Total height;
2. Total width;
3. Number of panes of glass if any.

NOTE: When providing measurements to Staff, be sure to identify which measurements belong to which door.

3) Are you adding or moving any new doors that were not there before?

☒ **NO** If NO, proceed to question 4

- ☐ **YES** A) If YES, provide the following items, in order to explicitly identify the color and material of the proposed door:
- i. Photographs of all the replacement (new) doors.
 - ii. Measurements of the new doors:
 1. Total height;
 2. Total width; and,
 3. Number of panes of glass, if any

NOTE: When providing measurements to Staff, be sure to identify which measurements belong to which door.
 - iii. Information sheet or specifications for the replacement doors (i.e. a brochure, sales report or photograph of an online catalog
 - iv. An elevation rendering of the building with the new door in place.

4) Are you covering up any current doors?

☒ **NO** If NO, proceed to Section V

- ☐ **YES** A) If YES, answer or provide the following:
- i. Explain why you are covering up the door:

 - ii. Explain the material that will be used to cover the door. This should include information about the siding that will go over the door. The siding should match the rest of the house (if the siding is not being replaced) or the replacement siding (if the siding is being replaced).

 - iii. Provide an elevation rendering of the building with the door covered up.

Section V: Porch**1) Are you doing any work on the front, rear, and/or side porch/deck?**☒ **NO** If NO, proceed to Question 2☐ **YES**

A) If YES, will any part of the porch/deck be demolished?

☐ **YES**☐ **NO** (proceed to question 1B)

i. Will the demolished part be reconstructed?

☐ **YES**☐ **NO** (proceed to question 1B)

ii. Will the demolished part be reconstructed with the same dimensions and materials as before?

☐ **YES**☐ **NO**

B) Will you be expanding the footprint of the porch/deck?

☐ **YES**☐ **NO**

C) Will you be adding or replacing feature on to the porch /deck (railings, banisters, steps, etc.)?

☐ **YES**☐ **NO** (proceed to question 2)

i. If YES, list what feature will be added replaced:

2) Are you building an additional front, rear, or side porch/deck?☒ **NO**☐ **YES****3) If you answered YES to any question in Section V, provide construction plans for those porch(es)/deck(s). Plans should include measurements of the height, width, and length of each porch/deck, the materials to be used, and a rendering of the final product.**

Section VI: Expansion

1) Are you expanding the footprint area or dimensions, or in any other way adding walled space to any building not the property? This does not include any work on a porch or deck, which should be addressed in Section V.

☒ **NO** If NO, proceed to Section VII

☐ **YES** A) If YES, follow the requirements below.

- i. The plot plan of proposed work must show all additions or expansion and include the following:
 - 1. Dimensions of all windows, doors, siding and roofing that will be added as part of this expansion.
 - 2. Styles to be used for all windows, doors, siding, and roofing that will be added as part of this expansion.
 - 3. Materials to be used for all windows, doors, siding, and roofing that will be added as part of this expansion.

Section VII: Demolition

1) Are you demolishing any structure or portion of any structure on the property, including but not limited to, a porch or deck, any part of the roof (even a roof over a porch or deck), a wall or portion of a wall, or garage? This does not include any work on a porch or deck, which should be addressed in Section V.

☐ **NO** If NO, proceed to end of questionnaire

- ☒ **YES**
- A) For every complete demolition of a structure on the property, the lot plan of proposed work must show all demolition.
- B) For every partial demolition of a structure on the property, provide the following information:
- i. The plot plan of proposed work must show all demolition, and include the following:
 - 1. Labels of all windows, doors, siding and roofing that will be demolished or otherwise removed as part of this demolition;
 - 2. Styles to be used for all windows, doors, siding and roofing that will be demolished or otherwise removed as part of this demolition; and
 - 3. Materials to be used for all windows, doors, siding and roofing that will be demolished or otherwise removed as part of this demolition.

End of Questionnaire

Proceed to next page for signatures



CONSTRUCTION BUDGET PROPOSAL

April 30th, 2021

Dr. Greg Mosier
President, KCKCC

RE: Church – 7th Street & State Avenue – Renovation

As requested, Conco Construction offers for your review this budgetary proposal of construction services for the scope of work listed below:

Conco Construction hired Professional Engineering Consultants (PEC) to perform a full building structural assessment of the 7th Street Methodist Episcopal Church located at 1101 N. 7th Street Trafficway in Kansas City, Kansas. The goal of this assessment was to gather all of the information needed to provide a rough order of magnitude on the estimated construction cost to renovate this facility back to its original condition and layout.

Scope of Conco Construction's Services:

EXTERIOR:

- Selectively deconstruct and rebuild existing steeple tower
- Deconstruct and rebuild north chimney
- Complete roof replacement including roof line trims, gutters, and downspouts.
- Complete brick restoration including replacement of damaged pieces, tuck point mortar joints, and crack isolation and repairs.
- Complete stone restoration including replacement of damaged pieces, tuck point mortar joints, and crack isolation and repairs.
- Replace cracked concrete at exterior steps and ramps.
- Reseal around all windows, material transitions, and control joints.
- Paint exterior trims, soffits, and railings.

Total: \$2,750,000



INTERIOR:

- Renovation of the 1st floor and basement includes the following:
- Complete interior demolition including: walls, ceilings, floors, doors, frames, millwork, etc.
- Selectively deconstruct and rebuild damaged sub flooring, floor joist, and roof trusses.
- Interior framing and drywall – taped, finished, and painted
- Interior finishes including new doors, frames, millwork, casework, flooring, base, and trims

Total: \$970,000

ELECTRICAL:

- Complete electrical upgrade to bring building back into compliance.
- Lighting package complete.
- Fire alarm package complete.

Total: \$440,000

MECHANICAL:

- Complete Plumbing and HVAC upgrade to bring building back into compliance.
- Centralized heating and air conditioning.
- Plumbing fixtures upgraded throughout.

Total: \$190,000

Total Combined Budget: \$ 4,350,000

Clarifications:

- Masonry and all other original building materials will be replaced with a similar alternate.
- Current building codes and life safety requirements were taken into consideration when estimating this renovation.
- We anticipate some additional cost/repairs that were not visible during the engineer's structural assessment. These would have to be identified after the demolition/deconstruction phase to be properly addressed.



ADD Alternate 1:

- Renovate and change the existing structure from a church to an educational facility. This would require a code change that is in compliance with an education facility.
- Make building ADA compliant: includes modification to restrooms and adding an elevator.
- Add a fire suppression system (sprinklers).

Total: \$675,000

Total Combined Budget: (including alternate): \$ 5,250,000

Conco Construction has also put together a rough order of magnitude on what it would take to reuse and integrate some of the original church building elements into the new Community Education Center. The following items were put into consideration:

- Disassemble, protect, and re-install portions of the stained glass windows into the new Community Education Center. These will be installed in an interior wall application.
- Tooth out, remove, and protect pieces of the existing stone foundation. These will be refurbished and installed to create exterior planter boxes and/or benches.
- Disassemble, protect, and reclaim some of the wood beams that are part of the church's structure. These will be refurbished and install as exposed beams into the New Community Education Center.
- Tooth out, remove, and protect pieces of the brick exterior. These will be refurbished and installed in an interior wall application.
- Remove, refurbish, and reinstall some of the old pews into the New Community Education Center.
- Demolition of the existing church structure after all of the desired building components have been removed. Includes permit fees and haul off.

Total Budget: \$ 425,000



We specifically exclude any removal, handling, abatement, or manipulation of any hazardous or toxic materials including mold and asbestos.

Due to the fluctuations in the raw materials market our proposal pricing is valid for 30 days. After 30 days our proposal pricing may require revisions.

We appreciate the opportunity to provide you with the proposal and we are excited to begin the construction process with you. Please do not hesitate to contact us if you need any additional information or have any further questions.

Respectfully,

Trent Woodard
Project Manager
Conco Construction

Information supporting the Landmarks Commission Application – Certificate of Appropriateness

Address of structure for this application: 1101 N. 7TH STREET

Legal description: LOTS 29, 30, 31 AND THE WEST 5' OF LOT 32, BLOCK 109, WYANDOTTE CITY, A SUBDIVISION NOW IN AND PART OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

Picture of entire project site is outlined in red:



State Avenue view of buildings (starting east and moving west) within the red boundary area of this project.

612 State Ave.



624 State Ave



632 State Ave



646 State Ave



Panoramic from south



Photos of church property located at 1101 N. 7TH STREET.

west



southwest



south



east



north



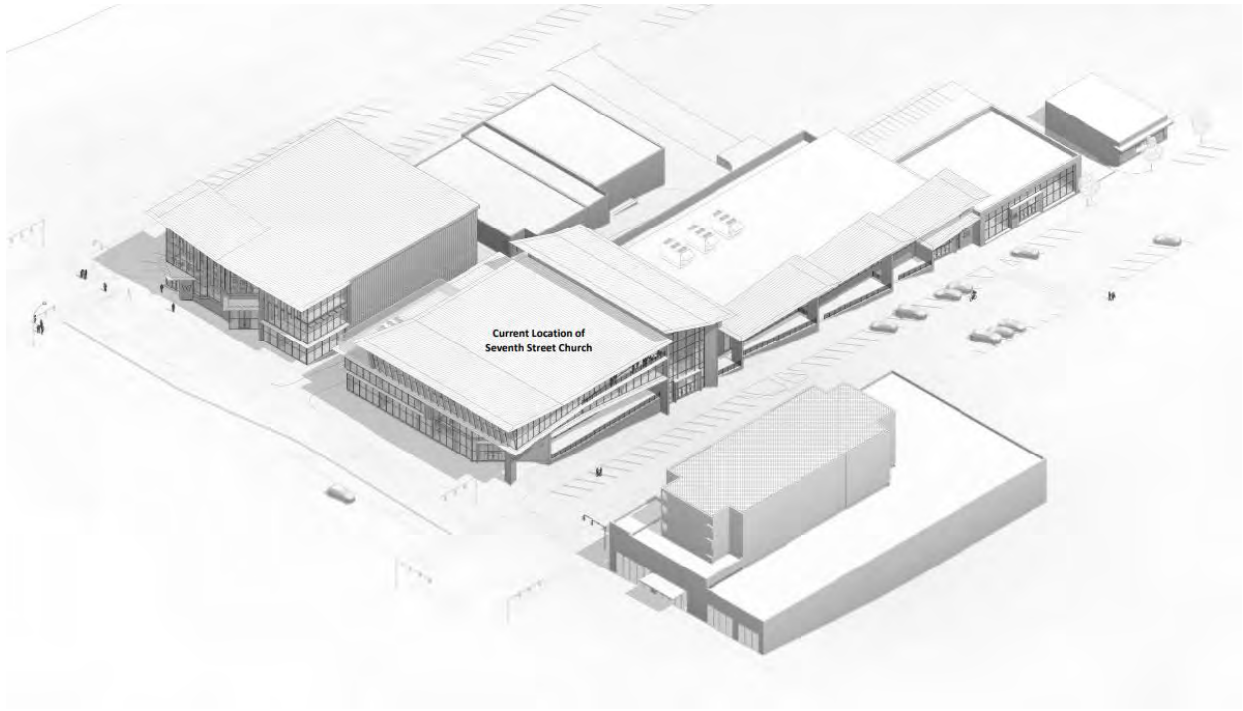
northeast corner

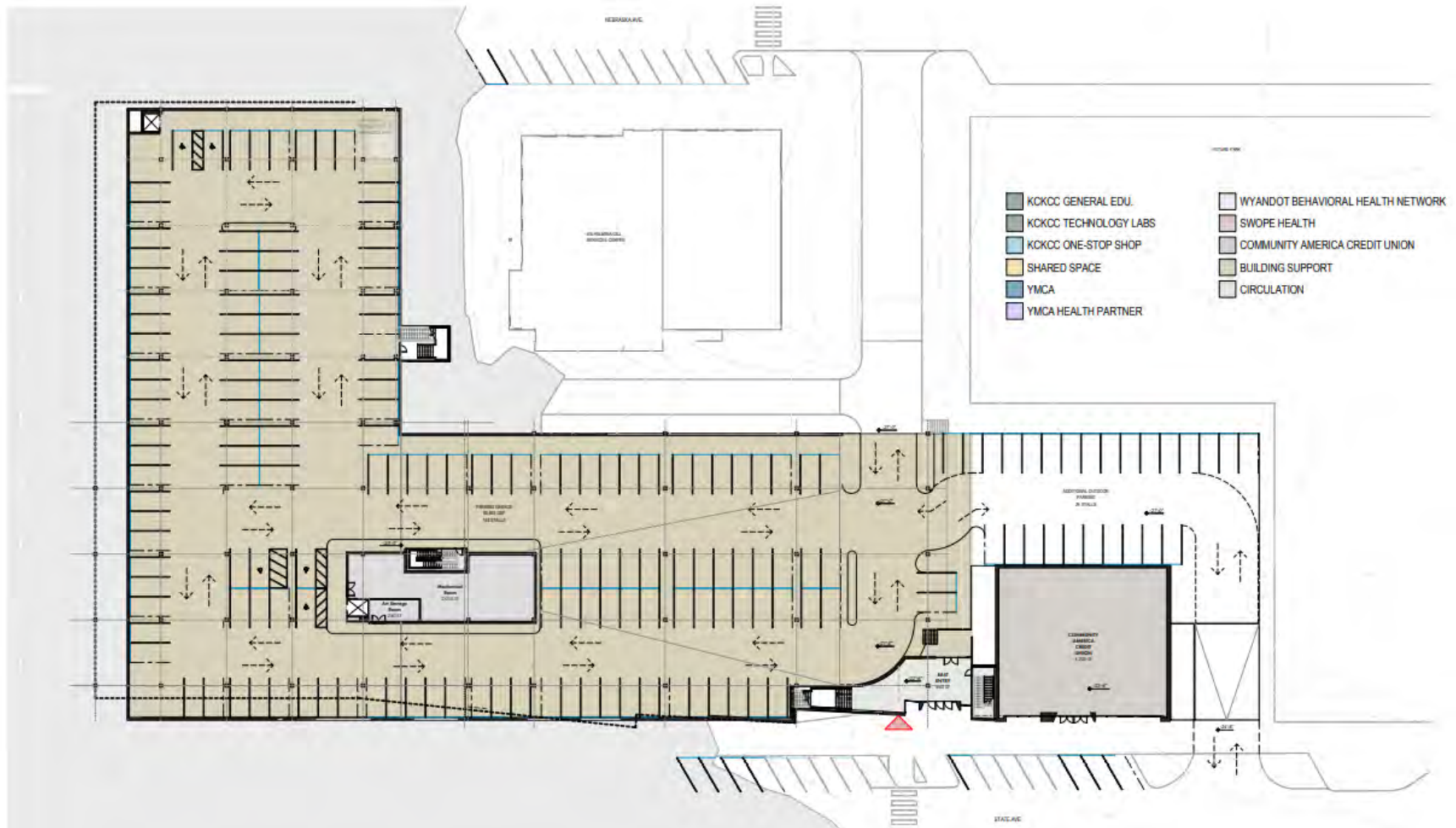


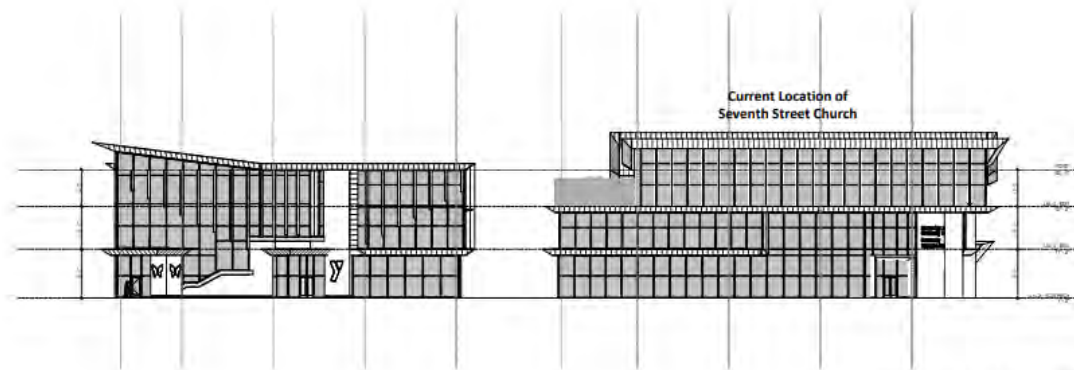
Renderings of future Downtown Community Education Center (DCEC):



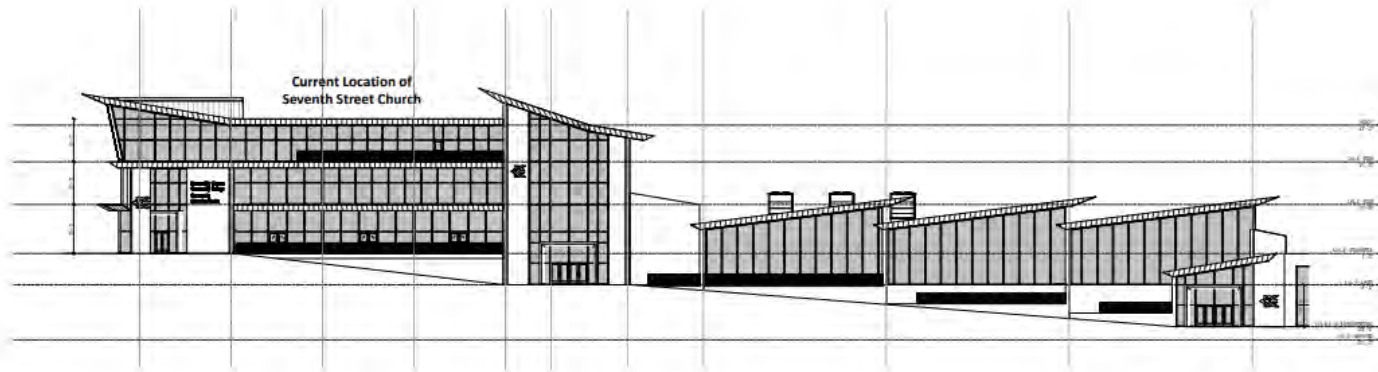




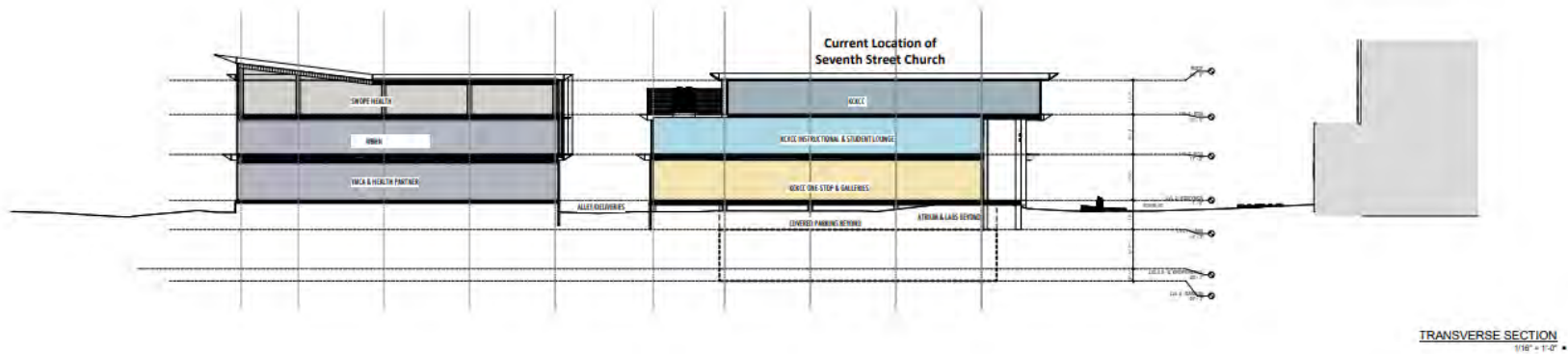
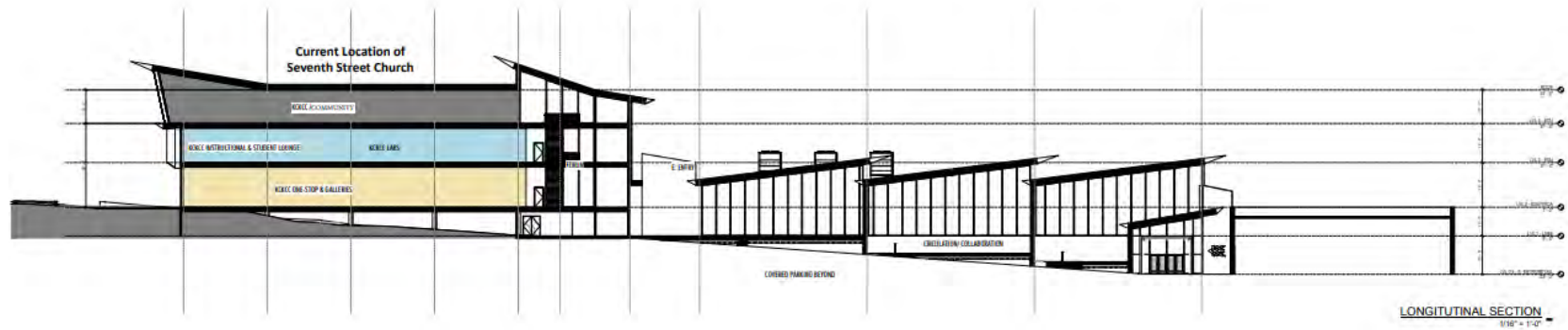




EXTERIOR ELEVATION - WEST 2
1/16" = 1'-0"



EXTERIOR ELEVATION - SOUTH 1
1/16" = 1'-0"



Pictures of current condition of the property located at 1101 N. 7TH STREET:



➤ **Structural Assessment**

Failing Masonry & Water Penetration Points





➤ **Structural Assessment**

Rotted Soffits & Water
Penetration Points

➤ **Structural Assessment**

Failing Masonry,
Rotted Soffits & Water
Penetration Points



➤ **Structural Assessment**

Rotted First Floor
and Ceiling From
Water Penetration



Assessment of Current Condition:

➤ **Structural Condition Assessment Findings:**

➤ **EXTERIOR:**

- Much of the exposed brick is generally in average condition.
- Significant amounts of spalling (falling) brick, defective mortar joints, and damage from structural movement.
- Tower/steeple is leaning west and significant cracking.
- To adequately repair, tower most likely must be taken down completely and rebuilt.
- Windowsills and base stone near entrances are severely deteriorated, need replacement.
- Exposed foundation stones need repointing and some replaced with new stones.
- North chimney needs to be removed or rebuilt.

➤ **Structural Condition Assessment Findings and Costs for Restoration :**

- *Note: Assessment was visual and “non-destructive” to not further damage structure*
- Structure is in poor condition and needs significant repairs to bring to serviceable condition.
- Water penetration from roof and soffits causing rot, mold and mildew in several locations.
- Main floor has water damage in multiple locations and being shored up with extra beams, steel columns and jacks in basement.
- Basement floor is missing decking over decking in sections.
- Complete conditions of roof structure, main & basement floors and structure, walls, and foundations are unknown as they are not visible.

➤ **Structural Condition Assessment Findings:**

➤ **TOTAL: Cost to repair & update to meet “educational” code**

ADD Alternate 1:

- Renovate and change the existing structure from a church to an educational facility. This would require a code change that is in compliance with an education facility.
- Make building ADA compliant: includes modification to restrooms and adding an elevator.
- Add a fire suppression system (sprinklers).

Cost: \$675,000

Grand Total Including Alt 1: \$5,250,000

- **Financially Not Feasible**
- **Not appropriate use of local taxpayers’ money or student tuition & fees**

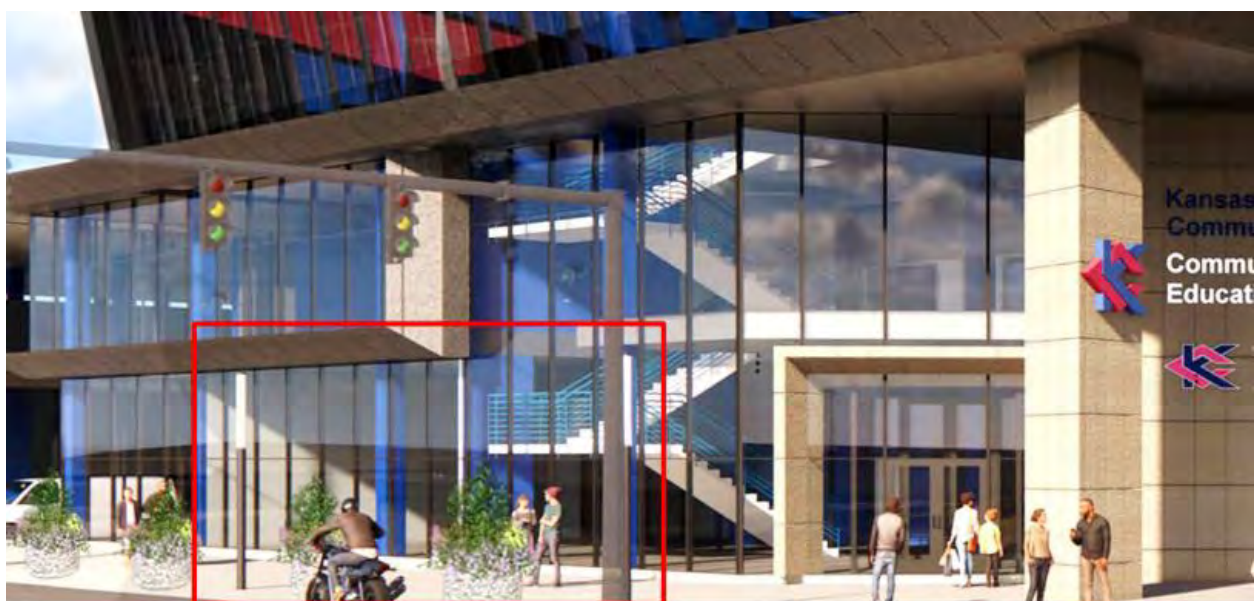
Kansas City Kansas Community College Commitment:

KCKCC will carefully and purposefully deconstruct the church to rescue items for their preservation and integration into the new facility, allowing future generations to appreciate and learn about the building's history through the metamorphosis of important artifacts and storytelling through a variety of venues. KCKCC will incorporate multiple elements such as the foundation stones (picture below), wood beams, stained glass (pictures below), pews (picture below) and red bricks (picture below) into the new Downtown Community Education Center (DCEC). These items will be given a new life and will be deliberately integrated into the new structure so they can be valued and honored by future generations.

The College welcomes one or two members of the Historical Landmark Commission to work with the College's Historical Preservation Committee to provide insights as we finalize a formal "Historical Preservation Plan". Part of the plan could include creating a historical mural, preserving the history of the 7th Street Church and possibly other downtown churches and the development of our downtown, displaying stained glass windows throughout the main entrance area near and/or in the art gallery, restoring and positioning the church pews in highly trafficked areas for use by students and guests, creating a significant 12' to 14' tall stone base out of the foundation stones to support a new sculpture named "Destiny" created by Rita Blitt, or a number of other possible ways to be discovered by the joint committee and written into the Preservation Plan. While we suggest some ideas, we want to be clear that the final Preservation Plan will be developed with insight and input from members of the Landmark Commission.

Below are possible ways to rescue and preserve key elements and incorporate them in a meaningful way into the new center:

The red outlined area below shows where a history wall mural could be placed. This location will be visible by all downtown traffic traveling on State Avenue or 7th Street.





Example of potential history wall. Actual topics, photos and text to be used in the mural will be developed collaboratively with members of the Historical Preservation Committee and the College's Preservation Committee.

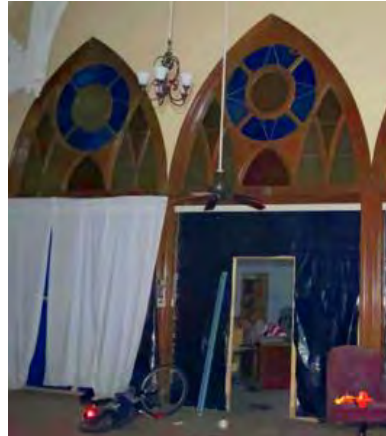
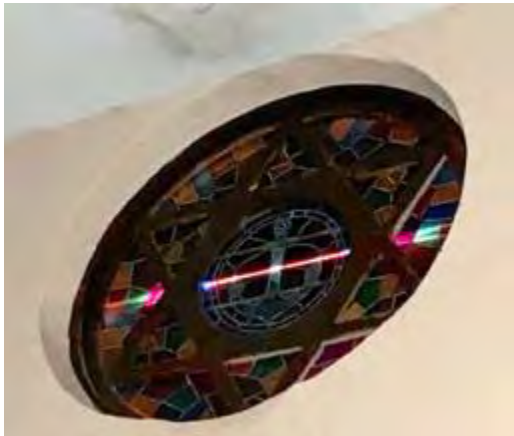
History & Storytelling Wall

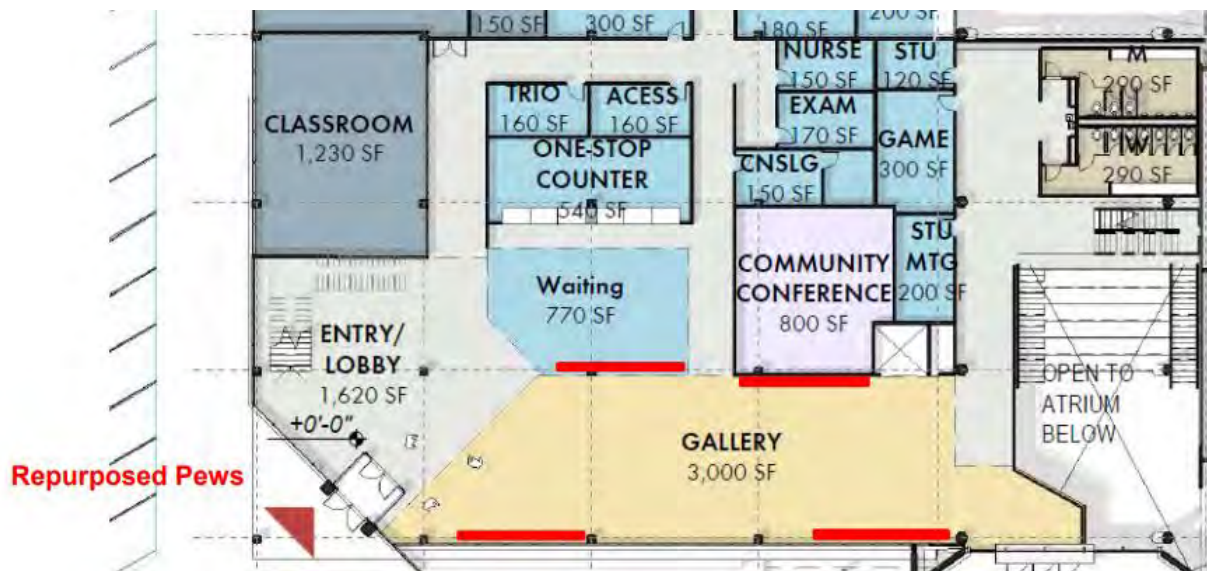
KCKCC-Wyandotte County Historical Mural



Architectural floor plan of the first floor of a building. The plan shows various rooms including a Classroom (1,230 SF), Entry/Lobby (1,620 SF), Gallery (3,000 SF), Waiting area (770 SF), and several smaller rooms like Trio, Access, Exam, Game, and Community Conference. There are also outdoor spaces like a patio and a garden. The plan is color-coded: blue for classrooms and study areas, yellow for common areas, and green for outdoor spaces. Red boxes highlight specific areas: three on the left wall, one on the right wall, and four on the bottom wall.

Below are some photos of the actual elements from the church that could be incorporated in the new Downtown Community Education Center (DCEC).







Why this location is vital to the Downtown Community Education Center (DCEC):

The corner where this current property sits will be the entrance to the new \$70M, state of the art Downtown Community Education Center (DCEC). The DCEC is a collaborative project with multiple partners focused on providing the education, resources and wrap around social services needed in the heart of downtown Kansas City, Kansas. This is truly a legacy project with far reaching social, economic and personal impacts for those who will receive education and services within this facility. When fully operational, the new center will serve more than 30,000 people per year. This site is the doorway to future prosperity for individuals in downtown KC, KS.



August 30, 2021

Response to questions and comments for Certificate of Appropriateness CA2021-019

Thank you for providing the opportunity to respond to questions and comments identified in the Certificate of Appropriateness CA2021-019. This document responds to each of the “staff comments and suggestions” which begin on page 8 of the Landmarks Commission Staff Report.

Executive Summary of Project:

For nearly 100 years, Kansas City Kansas Community College has served Wyandotte County and the surrounding area as an educational hub and economic driver for our community. With the College’s beginning in the heart of Kansas City, Kansas in 1923, Kansas City Kansas Junior College was founded to meet the educational and training needs of the downtown business community.

Today, KCKCC and our partners, Kansas City Kansas Public Schools, the YMCA of Greater Kansas City, Wyandot Behavioral Health Network, Swope Health and Community America Credit Union, fully believe that a zip code should not determine a person’s level of success, health or social wellbeing. To provide the facilities and programs that will serve the diverse needs of students and employers, today and tomorrow, KCKCC is working with these partners and philanthropic supporters to create a Downtown Community Education, Health and Wellness Center (DCEHWC). Above all, the DCEHWC will provide hope and necessary resources to help our community members from poverty to prosperity.

After completing multiple listening sessions and surveys with community members, themes started to emerge which needed to be addressed. From community feedback, educational and training programs were identified as well as much needed holistic wrap around services. A few of the many select programs and services to be provided at the DCEHWC are listed below:

- Automation Engineering
- Commercial Construction Technology
- Counseling and Support Services
- English as a Second Language (ESL)

- General Education Diploma (GED)
- Associate of Arts and Associate of Science degrees
- Specialized BioManufacturing Program
- Primary Health Care Services provided by a FQHC Clinic
- Youth Activities
- Youth Enrichment & Leadership
- Mental and Behavioral Health Services; Family, Adult and Youth
- Social Emotional Services; Family, Adult and Youth
- Permanent Housing Solutions
- Financial Literacy and other Financial Planning and Wellness Programming
- Financial Services

This select group of highly engaged partners aligned with this vision have organized efforts to collectively provide the much-needed programs and services in the heart of downtown Kansas City, Kansas. Logos of these committed partners presented below:



Partners will provide their expertise, talent and skills to address specific needs to address the complex and holistic needs of the Kansas City, Kansas downtown area. Stated on page 5 of Landmarks Commission Staff Report *“The property is proposed to be used as a satellite campus for the KCKCC; the proposed use is educational in purpose”*. To provide additional clarity to this statement, the DCEHWC, in addition to providing needed technical education training and academic studies; through strategic partnerships, will offer much needed wrap around social, health and financial services. Not unlike many churches, the DCEHWC will provide community members a place to receive guidance, emotional support, healing and hope for a better future.

SwopeHealth, as a federally qualified health center, will offer a complete array Healthcare services. As defined by the Health Resources and Services Administration (HRSA), Federally Qualified Health Centers are community-based health care providers that receive funds from the HRSA Health Center Program to provide primary care services in underserved areas. They must meet a stringent set of requirements, including providing care on a sliding fee scale based on ability to pay and operating under a governing board that includes patients.

Mental Health and Wellness services will be provided by Wyandot Behavioral Health Network. Wyandot Behavioral Health Network is a family of organizations providing behavioral health

services including counseling and psychiatric services for adults, children and families; case management services for individuals with severe mental illness; housing assistance for individuals experiencing home-lessness; and other services addressing the social determinants of health.

The YMCA of Greater Kansas City will provide multiple services such as short-term childcare, wellness programming, disease prevention programming and active adult programming.

USD500, as a strategic partner in education specifically in downtown KCK, will transport students to the DCEHWC for dual enrollment classes in multiple areas. However, a significant portion of this project will allow high school juniors and seniors to come directly to KCKCC's downtown campus the last two years where they can earn an associate of applied science degree in commercial construction technology while simultaneously completing general education requirements that will allow them to graduate from high school and college at the same time. Along with experiences, students in this program will also receive internship opportunities during the program and make connections with major construction industry companies that will allow them to immediately make \$50,000 – \$60,000 per year upon completion of this program, preparing them to be immediately financially successful in occupations that will provide them career opportunities that will last them a lifetime. In many situations these individual success stories will help move many families out of generational poverty to lifetime prosperity.

Community America Credit Union will help to elevate the financial success and outlook of Northeast Wyandotte County residents and businesses by providing tools and resources that assist in financial development of financial literacy.

Community Impact:

The proposed programs and services to be offered from this facility will be life changing for tens of thousands of current Wyandotte County residents. This \$70 million economic investment project, being created right in the heart of Kansas City, Kansas urban core, will also be life changing for multiple generations to come. This is a project that is purposefully designed to help solve social economic problems at their roots, decreasing the need to build additional “safety nets” and even more devastating additional jail cells. The charts below quickly provide an overview on the many positive impacts this project will have on the community.

Slide A:

Wyandotte County Economic Opportunities

BRIDGING THE EDUCATIONAL DIVIDE DECREASES THE SOCIO-ECONOMIC GAP

Unemployment

Food Insecurity

Housing Insecurity

Poor Health

Generational Poverty

Employment

Careers

Health

Wealth

Prosperity

Social Mobility

Moving a Community from Poverty to Prosperity

Slide B:

KCK Community Education, Health & Wellness Center

A DRIVER FOR ECONOMIC AND SOCIAL MOBILITY:

Construction Project:

- 30-35 Subcontractors
 - Average 100 Skilled Trades On-Site
 - 150-200 On-Site at Peak
- Total 2,500 On-Site Over Two-Years

PARTNER JOB CREATION	NEW JOB CREATION	EMPLOYEES ON-SITE	FTE ON-SITE
DCEC Owners Association	8.0	8.0	8.0
Kansas City Kansas Community College	9.0	16.0	12.0
Wyandot Behavioral Health Network	3.0	50.0	50.0
YMCA of Greater KC	18.0	35.0	10.0
Swope Health	10.0	35.0	30.0
CommunityAmerica Credit Union	6.0	7.0	6.0
Projected Total as of July 2021	54.0	151.0	116.0

Slide C:

DOWNTOWN Community Impact







The Community Impact KCKCC's Community Education Center will have on the local community is vast and lasting. Preliminary figures indicate:

COMMUNITY IMPACT	Projected People Served Annually: Years 1-3	Projected People Served Annually: Years 5+
Kansas City Kansas Community College	800	1,200
Wyandot Behavioral Health Network	1,200	6,000
YMCA of Greater KC	2,450	4,250
Swope Health	5,000	10,000
CommunityAmerica Credit Union	5,000	10,000
Projected Total as of July 2021	14,450	31,450

Slide D:

DOWNTOWN Community Impact







\$70+ Million Economic Development Project for Downtown KCK

Anticipated Fundraising Sources	Total Dollar Goal
Kansas City Kansas Community College	\$10,000,000
Philanthropy: KCKCC Foundation + Partners	\$37,000,000
Local & State Public Funding	\$14,000,000
Federal Funding	\$5,000,000
New Markets Tax Credits (\$20M Project Net Proceeds)	\$4,000,000
Total	\$70,000,000

PROJECT OWNERSHIP:

(Owners Association)

- KCKCC – 59.4%
- YMCA – 12%
- WBHN – 12%
- SWOPE – 12%
- CACU – 4.6%

FUNDING MODEL:

NO Mil Levy Increase

A Center Built By the Community For the Community

Slide E:

KCK Community Education, Health & Wellness Center



Fundraising Progress: In-Hand or Committed	Total Dollars
Kansas City Kansas Community College	\$10,000,000
CommunityAmerica Credit Union	\$3,000,000
Swope Health	\$1,440,000
Private Philanthropy	\$1,620,600
State of Kansas (Comm Service Tax Credits)	\$197,500
Community Project Funds: Representative Davids	\$1,980,000
Federal EDA	\$5,000,000
Sunderland Foundation	\$10,000,000
TOTAL	\$33,238,100



**SUNDERLAND
FOUNDATION**

THANK YOU!!

KCKCC and DCEHWC Overall Commitment:

As stated in the Certificate of Appropriateness application, KCKCC will thoughtfully and carefully deconstruct the overarching structure to purposefully “not destroy” select historical elements and provide them with a new life within the DCEHWC for future generations to see, enjoy the beauty of the church elements and learn about the history and importance of the church as it relates to downtown Kansas City, Kansas.

KCKCC and its partners desire that the selection of items to be considered to be saved, proposed placement of selected items within the DCEHWC and methods of storytelling to preserve the history of the church to be a collaborative project between members of the DCEHWC, Landmarks Commission and the Department of Urban Planning through the development of a **Historic Preservation and Design Board** (HPDB). The HPDB will be promptly created upon approval of this Certificate of Appropriateness. All historical elements and features used as building materials must comply with current building / material codes.

Because of KCKCC’s steadfast commitment to support the downtown history of this church and possibly others that no longer exist, the College is willing to invest up to **\$500,000.00** to be spent specifically on the deconstruction, storage and restoration of chosen elements, placement and integration of such elements, and other reasonable expenses related to these historical elements and features into the DCEHWC.

STAFF COMMENTS AND SUGGESTIONS: Planning and Urban Design Comments:

Page 8 (copied and pasted directly from report)

1. The following materials must be thusly removed and preserved as follows:

a. Foundation stones. The applicant has stated that some foundation stones will serve as the foundation of a 12-14' base on which a pre-selected sculpture ("Destiny" by Rita Blitt) will be displayed, while other foundation stones will be reused on the sidewalks along North 7th Street Trafficway and State Avenue, as planter boxes and sitting stones with stories.

RESPONSE: KCKCC affirms our commitment to using foundation stones as the base for "Destiny", sidewalks, planter boxes or sitting stones. The degree to which this can be done will be dependent upon number and condition of foundation stone that can be salvaged and repurposed, and exterior traffic flow design spaces. From exterior examination, there appears to be a significant number of stones that can be preserved and repurposed. Please see exhibits at the end of this document. Unused material, in salvageable condition will not be destroyed, but sold to help fund this project or donated to worthy cause that will also help preserve the historical elements of the church.

b. Pews. The applicant has stated that some pews from the church will be placed in high-traffic areas in the building for use by students and guests.

RESPONSE: KCKCC affirms our commitment to refurbish and use multiple pews that are in sound condition and safe to be restored and repurposed in high traffic areas of the first floor. Placement locations could be in the educational building's main entry and waiting areas, the 3,000 sqft art gallery, hallways, and other locations to be identified in collaboration with the HPDB. Please see exhibits at the end of this document. Unused material, in salvageable condition will not be destroyed, but sold to help fund this project or donated to worthy cause that will also help preserve the historical elements of the church.

c. Stained glass. Some stained-glass pieces will be displayed throughout the main entrance near and/or in the art gallery;

RESPONSE: KCKCC affirms our commitment to use several of the stained-glass pieces throughout the main entrance area, first floor of the educational stack, other possible floors of the educational stack, and/or in/near the art gallery. Exact locations to be

identified in collaboration with the HPDB. Please see exhibits at the end of this document. Unused material, in salvageable condition will not be destroyed, but sold to help fund this project or donated to worthy cause that will also help preserve the historical elements of the church.

d. Timber beam. At least one (1) exposed timber beam is slated for recovery and will be displayed over the multi-story open atrium.

RESPONSE: KCKCC affirms our commitment to using at least one good condition and salvageable timber beam within the atrium space and/or the transition space moving from the educational stack into the high-tech hands-on labs. Please see exhibits at the end of this document. Exact location(s) to be identified in collaboration with the HPDB. Unused material, in salvageable condition will not be destroyed, but sold to help fund this project or donated to worthy cause that will also help preserve the historical elements of the church.

e. Red bricks. The applicant's submitted plans identify red bricks from the original building as material to be incorporated into the new design but fail to demonstrate how such bricks will be used.

RESPONSE: KCKCC affirms our commitment to using good condition and salvageable red bricks from the original building. The exact number of bricks to be used and placement / location of red bricks will be a discussion and decision to be made by the members of the HPDB. Unused material, in salvageable condition will not be destroyed, but sold to help fund this project or donated to worthy cause that will also help preserve the historical elements of the church.

2) The applicant must hire a certified historic preservationist who will document the entirety of the building and grounds and identify any and all significant archeological resources before a demolition permit can be issued.

RESPONSE: KCKCC affirms a commitment to hire, within financial reason, on a short-term contractual basis, a preservationist to document significant archeological resources as the deconstruction permit is being processed and subsequently issued. This cost will be allocated to the already identified project budget, not to exceed, \$500,000.00. If the Historical Landmark Commission has an individual they can provide or recommended to work pro-bono for this portion of the project, it will save the project money to allocate to the actual preservation and integrations of building artifacts into the new facility.

3) No demolition permit shall be granted until the funding goal for construction has been met, all planning entitlements have been granted and all relevant building permits have been issued.

RESPONSE: In order to meet the DCEHWC project management scope and construction timeline, this topic needs clarification. KCKCC and the DCEHWC partners have identified a very specific and structured timeline to complete certain levels of the project when identified fundraising and calendar related objectives are met. These goals and timelines are paramount to complete the project at the anticipated date to serve the community with the wraparound services in summer 2024 and open to offer KCKCC classes to the community in fall 2024.

Fundraising/timeline key dates: A capital campaign target to raise 50% of project cost has been put in place to achieve by December 2020. Achieving this target, all parties have signed legal documents that will advance the project to interior programming and architectural/engineering design to begin by January 2022. The key capital campaign target to raise 70% of the project costs to advance the project to the physical construction has been put in place to achieve by May 2022. This allows construction to begin no later than October 2022. These deadlines have been approved by KCKCC Board of Trustees and DCEHWC signatory authorities. The three-year timeline has been included for your reference as an attachment at the end of this document.

Permitting: As anyone who has been involved with major construction projects is aware, this is an iterative process that allows different portions of construction projects to proceed at different timelines, each segment of the project requiring a variety of land preparation and building construction permits. Any permit requirements would need to only be limited to soil and site preparation work. The **Unified Government, as the legal owner of this property**, supports this project. Due to the extended timeline required to carefully and properly destruct the church facility, without damaging historical elements, this process would need to begin specifically associated with achieving the 70% fundraising goal.

4) The Department of Planning and Urban Design is in the process of identifying and creating a new Downtown Kansas City, Kansas Historic District. The designation of this historic district would be placed the Seventh Street Methodist Episcopal Church South Historic Landmark on the State and National Register. Demolition of the Historic Landmark will not only void its

eligibility on the State and National Registers but will damage the overall historic portfolio of downtown Kansas City, Kansas. **If the Landmark is demolished before it can be included within the proposed Downtown Historic District or otherwise placed on the State and/or National Register, what actions will KCKCC take in order to continue to support historic preservation in the downtown area?**

RESPONSE: To support historic preservation in the downtown area, KCKCC is willing to consider the creation of a KCK Downtown Church exhibit to be permanently displayed in the main entry area of the DCEHWC or the main first floor Conference Center. The latter may also be able to honor the history of downtown Kansas City, Kansas through a historic mural or story wall, static and/or interactive. KCKCC would also take recommendations from the HPDB for the naming of these highly visible spaces. The name of the conference space should be one that the HPDB and college deems historically relevant, important and descriptive of the overall mission of the project and HPDB. Meeting space within the DCEHWC could be provided for Landmarks Commission meetings, special events, or other outreach activities. Further, KCKCC propose that the Landmarks Commission consider adding a permanent KCKCC staff member to the historical committee. This KCKCC staff member would have the ability to recommend and advocate for appropriate resources to the committee to conduct meetings, outreach or events.

5) The applicant and the KCKCC must establish a historic preservation and design board (“HPDB” or “Board”), which must include members of the Landmarks Commission and the Department of Planning & Urban Design. A Certificate of Appropriateness cannot be granted until HPDB members are selected and rules of operation are established. The following conditions shall apply to the HPDB:

RESPONSE: A Historic Preservation and Design Board (HPDB) will be constituted with members representing organizations such as: KCKCC, KCKCC’s President’s Downtown Advisory Council, KCK’s downtown community, Landmarks Commission, Department of Planning and Urban Design, and other appropriate representatives.

a. The HPDB will be updated on the findings of the historic preservationist assigned with documenting the Seventh Street Methodist Episcopal Church, South Historic Landmark;

RESPONSE: The HPDB will be updated as to the findings of the person(s) identified to perform this research.

b. The HPDB will be granted authorization to select design elements for the proposed building as they relate to the preservation, incorporation and display of features or elements of the Historic Landmark;

RESPONSE: The \$70 million DCEHWC project is comprised of five community-based organizations, each with their own leadership teams and governing bodies who have legal obligations to grant or deny proposals brought to them. The project owners, and project discussed, will have oversight by the DCEHWC Owners Condominium Association Board. The HPDB will have authority to make recommendations to said board, with which reasonable recommendations will not be withheld.

c. **The HPDB** may identify historic preservation deliverables and present said deliverables to the KCKCC for incorporation into the historic preservation course; and,

RESPONSE: if the statement is being interpreted correctly, the request to identify content for a KCKCC college-level course is beyond the scope of the Landmarks Commission.

d. **The HPDB** will be dissolved after all elements of design and incorporation have satisfactorily been incorporated into the design of the proposed building and a Certificate of Occupancy has been successfully issued for the building.

RESPONSE: The HPDB will be dissolved after their consultation has been provided and final decision of design elements, incorporation and display of features or elements have been made.

6) Provide a revised floor plan that identifies each floor number and more comprehensively and specifically demonstrates the location of the former building elements that will be incorporated on each floor.

RESPONSE: Previous images of presentation materials with possible locations for historical elements is provided again at the end of this document. At this time, all elements are identified to be on the first floor in and around the main entry so these items can be seen and appreciated by the maximum number of people entering the educational stack of the downtown facility. It is desired by KCKCC that the final selection and locations of historical elements will be determined in collaboration with the HPDB and final approval by the DCEHWC Owners Condominium Association Board.

7) Provide a rendering of the sculpture “Destiny” that the applicant has identified as the artwork that for which foundation stones from the Seventh Street Methodist Episcopal Church, South Historic Landmark will serve as a base.

RESPONSE: Below is a rendering of “Destiny”.



8) How many pews from the existing church be preserved and utilized in the proposed building? What criteria will be used to determined which pews will be preserved and which will be destroyed?

RESPONSE: this question is a repeat from 1.B above in this document. At this time, it is unknown exactly how many pews will be used in the DCEHWC. All pews will need to be examined to determine if they are sound, safe and able to be used for public seating. All elements or features that are considered by the HPDB for inclusion into the DCEHWC will need to meet all applicable codes.

Additionally, no pews or other architectural elements will be purposely destroyed if they are not used. If possible, they will be either donated or sold to help support expenses related to this project. HPDB will be consulted to help locate potential individuals or organizations to receive donated/sold items.

9) Will all the stained-glass pieces from the existing church be preserved and utilized in the proposed building? If not, answer the following:

(This question is a repeat of 1.c above in this document.)

a. Which stained-glass pieces will be preserved and utilized?

b. What criteria will be used to determine which stained-glass pieces will be preserved and which will be destroyed?

RESPONSE: At this time, it is unknown exactly which and how many stained-glass pieces will be used in the DCEHWC. All stained-glass pieces will need to be examined to determine if they are sound, safe and able to be used in the building. All elements or features that are considered by the HPDB for inclusion into the DCEHWC will need to meet all applicable city building codes.

Additionally, no stain glass windows or other architectural elements will be purposely destroyed if they are not used. If possible, they will be either donated or sold to help support expenses related to this project. HPDB will be consulted to help locate potential individuals or organizations to receive donated/sold items.

10) It is unclear in what manner or on what floor the exposed beam will be displayed. Provide specific information within or as a supplement to the revised floor plan.

RESPONSE: (Please see response to number 6 above in this document.) Images also included at the bottom of this document.

11) The applicant's submitted plans identify **red bricks** from the original building as material to be incorporated into the new design but fail to demonstrate how such bricks will be used. Provide specific information about the use of the red brick within or as a supplement to the revised floor plan.

(This question is a repeat of 1.e above in this document.)

RESPONSE: At this time, it is unknown exactly how many red bricks will be used in the DCEHWC. Bricks will need to be examined to determine if they are sound, safe and able to be used in the building. In collaboration with HPDB, appropriate red bricks will be identified and usage within the DCEHWC will be determined.

Kansas State Historic Preservation Office Comments:

1) As the subject property is a local Kansas City, Kansas Landmark, but is not a State or National Historic Landmark, the Kansas State Historic Preservation Office (SHPO) has **declined to comment** on this Certificate of Appropriateness proposal

RESPONSE: None needed as the state declined to comment.

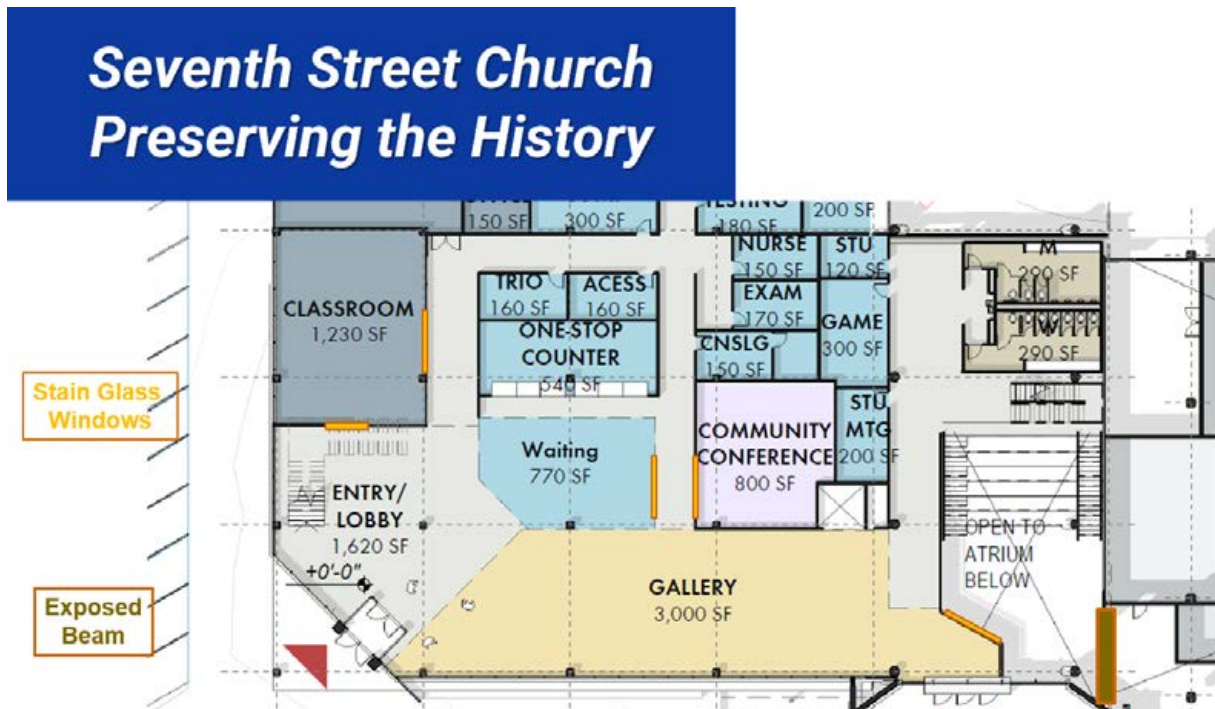
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#3) Project Timeline:

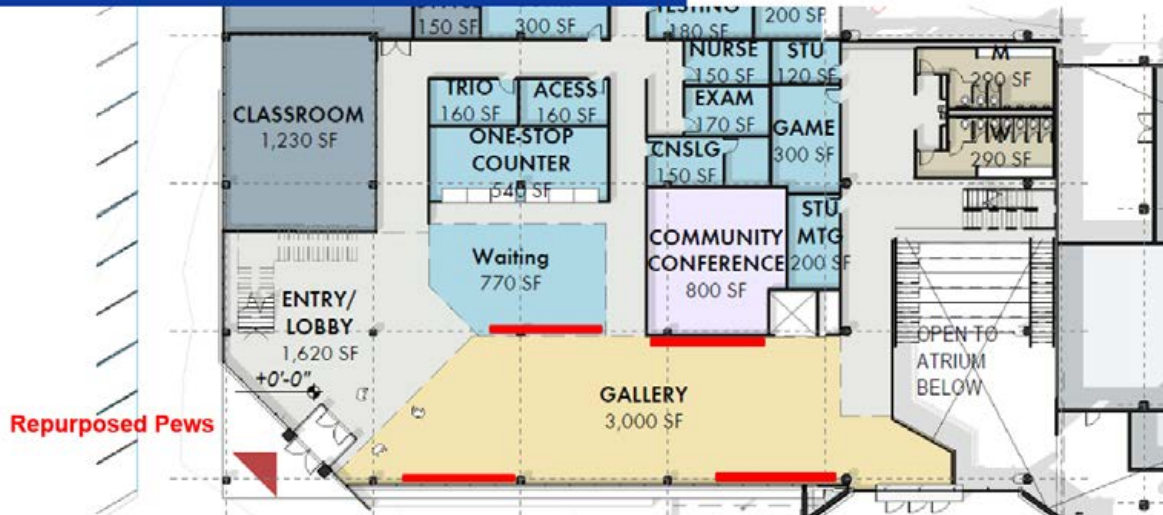
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#6) Additional Floor Plan Information: As earlier presented the diagrams to follow identify “possible” locations for inclusion of historical elements in the new facility. It is KCKCC’s desire that final locations and details are decided upon with the HPDB.

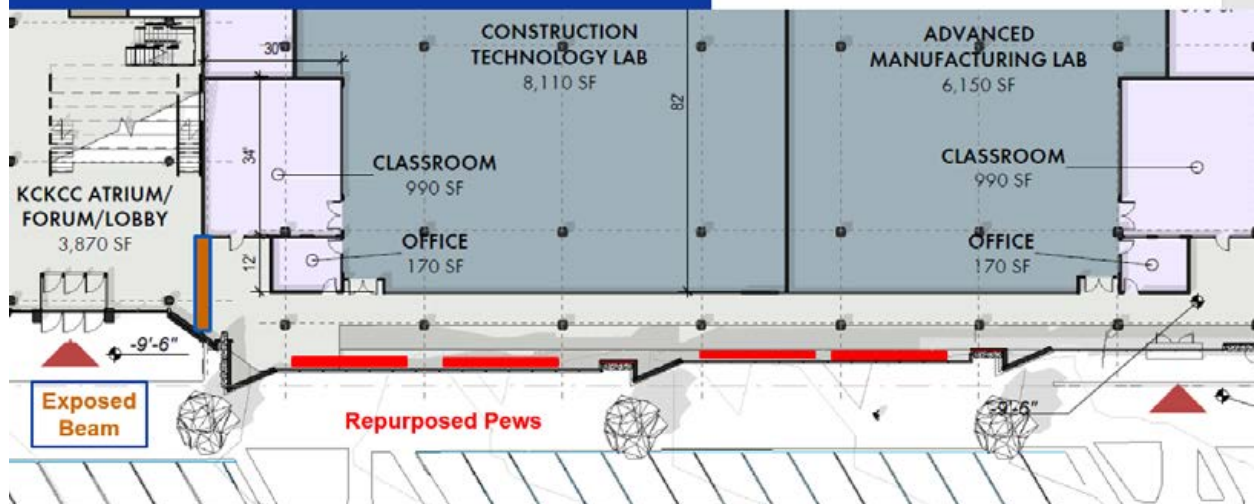
All elements are currently designed to go on the first floor, main entry-level, of the new facility so it is most closely installed where the majority of community members can appreciate these historical elements.



Seventh Street Church Preserving the History



Seventh Street Church Preserving the History

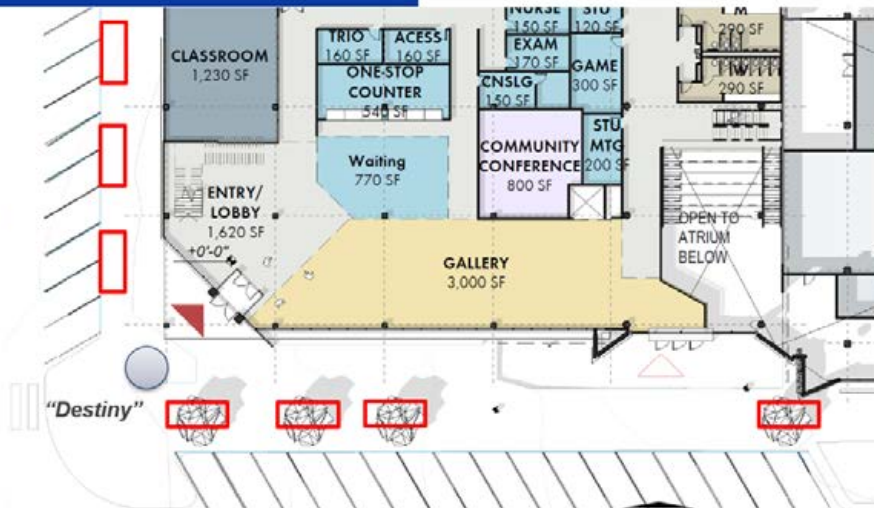


Seventh Street Church Preserving the History

Repurposed Foundation
Stones - Planter Boxes
Sitting Stones
w/ Stories

Use other hard surfaces
for story telling

As a Community
College it is part of
our mission
to preserve and tell
the history of our
community



Seventh Street Church Preserving the History

Meaningful & Impactful
Preservation of History

Repurposed Foundation
Stones - Planter Boxes
Sitting Stones
w/ Stories

History Wall

Pew Benches

Stained Glass

Exposed Beam





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SHAREHOLDERS**
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Mayor/CEO David Alvey

UG Commissioner

Brian McKiernan

Rob Richardson

Greg Kindle

STAFF

Jason Norbury

Mary Collins

September 6, 2021

Re: 1107 North 7th Street

Members of the Landmark Commission:

I submit this comment on the Certificate of Appropriateness on behalf of Downtown Shareholders of Kansas City, Kansas, Inc. Downtown Shareholders (DTS) serves as the Neighborhood Business Revitalization group for Downtown KCK, operates the Downtown Improvement District (SSMID), and serves the business community of Downtown KCK and their interests. Our vision, identified in the Downtown Master Plan, is to “create a vibrant downtown that is diverse – economically, physically and culturally – in its function and in its context, seizing the opportunities created by its location and people.”

DTS has been very excited by the prospect of a Downtown presence by KCKCC. The unique plans for education and other related programming provide not only an attractive amenity to the community, it would provide needed investment and help reach our residents and neighbors in ways that the current program locations does not. We strongly encourage developments that add people to the downtown mix – whether they be visitors, residents, employees or students.

At the same time, DTS must be cognizant of the need to preserve those things that make our downtown unique. This includes supporting local businesses, advocating for “pedestrian-centric” development, and encouraging downtown to reflect the rich diversity of the community that surrounds it. Part of our obligation is to help preserve the buildings and architecture that reflect the unique and diverse history of the area. The architecture of downtown is the very architecture of the history of Kansas City, Kansas, from our indigenous residents, through the Civil War, European immigration and including the changing cultural makeup of the area now.

The church at 7th and State is very much a part of that history. The building dates to the later 19th Century, and has housed a number of different congregations over the 130 years of its existence. The changing nature of the building and the residents is reflected in that building. The current state of disrepair reflects the decades of disinvestment in our urban core, which is a key tide DTS works to reverse. The building has been repeatedly identified as part of various historic areas, and would be the part of a historic church multi-property designation should it remain.

While some may paint the tension between the need for positive development and the need to preserve our historical architecture as in conflict, **historic preservation and economic development are not mutually exclusive**. The National Trust for Historic Preservation has a 40 year old program with many successes in bringing “economic vitality back downtown, while celebrating...historic character, and bringing communities together.” The “Main Street Approach” has many adherents and successes, including communities in the KC Metro. In Lee’s Summit, a new apartment development was designed around the historic portion of a church building, preserving the over 100 year

old building and using it as a common space and leasing office. The downtown will soon gain needed residents, and the community gets to keep part of the history of the city.

The example above is not the only path forward, nor does DTS specifically advocate for one specific solution to the question before you. We are most concerned with the process by which the preservation decision is made. It almost goes unsaid that no matter the path forward, significant efforts must be made to preserve and account for the history of the church building and the land itself. We appreciate Planning staff's efforts to relate the gravity of the demolition of a historic structure to the efforts to preserve the history, and respect their expertise in addressing these matters. The less of the current structure that remains, the greater pains must be taken to document the history of the building, and prominently display and contextualize that history for visitors to the site.

This decision is further complicated by the diversity of the history itself. We all have gained a greater appreciation of the need to tell the stories of indigenous, black, and other communities whose history is rarely centered in public discourse. While it is beyond DTS to be a sole arbiter of what the right amount of historic preservation is, especially given the cultural history of this site, **we strongly advocate that there be a rigorous and well-conceived process of determining that preservation**, and that group be centered in the communities that used the site historically, as well as the communities who are most affected by any changes to the site that are made – the neighborhoods around Downtown KCK.

We hope you take the needed time to think carefully about the application in front of you, keeping in mind the note that Economic Development and Historic Preservation are not opposites, and keeping in mind the historic and current community's role in determining what is necessary for preserving the building and the history the site.

Sincerely

A handwritten signature in black ink, appearing to read "Jason Norbury", with a long horizontal line extending to the right.

Jason Norbury

Executive Director

Downtown Shareholders of Kansas City, KS, Inc.



Please find Kansas City Kansas Community College (KCKCC) responses below to all six (6) Unified Government (UG) staff recommendations/comments provided to CA2021-019. The original recommendations / responses from UG staff are copy and pasted directly from the document. KCKCC responses are provided below each recommendation/comment. Additionally, responses to questions from Landmarks Commission member Jim Schraeder dated September 20, 2021, are provided following the responses to the UG Staff recommendations.

Note. Kansas City Kansas Community College will have presentation materials to share during the November 1st meeting that will provide renderings of potential ways to permanently preserve key historical elements.

1) The foundation stones, pews, stained glass, timbers, and red bricks be preserved and repurposed in a manner as described by the applicant in their proposal (and reflected in this report) and consistent with the final determinations of the HPDB;

a. Foundation stones.

After inspection by a structural engineer with JE Dunn and a senior architect with PGAV, it was discovered that the foundation stones are not full width foundation stones. They are facia stones only approximately 10" in depth. Additionally, due to water penetration many of the facia have faults and cracks. Thus, the foundation stones are not large or sound enough to serve in a structural capacity as a base for building upon. Please see below pictures 1, 2, and 3. The structural engineer assumes that facia stones, located on the south side of the building, that have previously been painted may be more structurally sound than the unpainted facia stones. The painted facia stones may be able to be stripped and used again to face a solid concrete tower that will create the support for the sculpture "Destiny" by Rita Blitt. Earlier presentations showed stones being used as possible planter boxes outside. However, to help ensure the long-term integrity of the stones, other interior uses have been identified for possible use. These examples will be shown during the presentation on November 1.



NW Corner, basement of the church. Image below (picture 4) shows the lack of structural integrity of the field stone building foundation walls and attempted patching that has occurred throughout the years. These are the walls on the interior of the external facia foundation stones.



b. Pews.

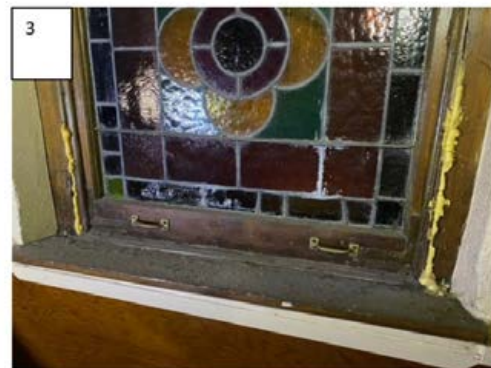
Upon further inspection, it was discovered that the pews were originally designed to be connected to each other, in sets of three (3) to form a curved row. The two (2) outside pews only have one (1) finished/ornate end. The middle segment of the three pews has no finished/ornate ends as they were used as connectors. Because of the three-set curved design, interior pew ends have an approximate 15-20 degree angle cut. Therefore, two pews cannot be placed flush, end to end, on a straight wall exposing the ornate end on a set of two pews. To accomplish this, interior edges will need to be cut to perpendicular sides to allow the affixation of an ornate end from another pew. This will limit total number of final usable pews. Additionally, some pews are cracked or broken and not salvageable. However, KCKCC again affirms our commitment to refurbish and use multiple pews that are in sound condition and safe to be restored and repurposed in high traffic area of the first floor. It is anticipated, with the process above six (6) to eight (8) final pews can be built.



c. Stained glass.

During the inspection by the historic preservationist, it was confirmed that the large stained-glass elements that are approximately 10' wide by 9' tall may be preserved and permanently placed into the new community facility (please see picture 5 below). Additionally, approximately six (6) to seven (7) of the tall and narrow stained-glass elements that are approximately 3'8", by 10'6" will also be preserved and installed in the new facility (please see picture 1 below). The circular stained-glass element that is approximately 4'6" wide (please see picture 2 below) will also be permanently installed. Also, stained-glass element six (6) below is particularly special as it reflects the address of the church in stained-glass. This feature will be repaired, as one of the inset horizontal panes is missing, and permanently installed in the new facility. Sadly, during the visual evaluation and inspection of the stained-glass, by the historic preservationist, it was confirmed that many of the sills, glass sections and supporting casings are damaged, missing or rotten (please see picture 3 below) and may not be able to be salvaged for this project.

An updated example of possible use for these elements will presented at the November 1st Hearing. Exact locations of these elements will be determined with input and collaboration from the Historic Preservation and Design Board (HPDB). The HPDB will be promptly created upon the approval of this Certificate of Appropriateness.



d. Timber beams.

Upon closer inspection, what was believed to be an old timber beam, is a modern wood beam, placed in the structure to support the floor above (please see picture one (1) below). Because the beam does not have historic relevance and is strictly serving as a physical support to prevent collapse, it will not be reused.

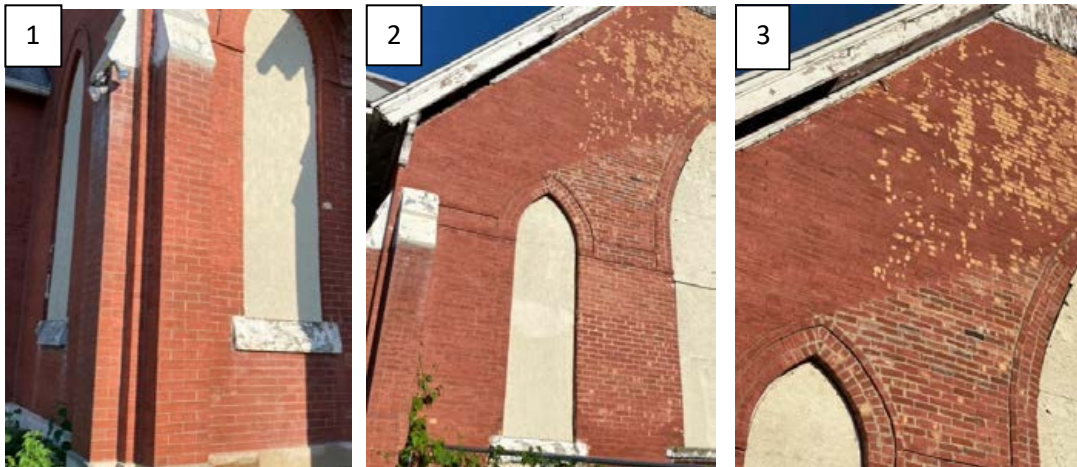
It was further discovered during inspection by the historic preservationist, that the carved wooden decorative beams (trusses) in the larger room can be preserved. Please see picture two (2) and three (3) below. One idea, to be presented on November 1, is to install them within the boundaries of the art gallery.



e. Red bricks.

Upon inspection by the JE Dunn structural engineer and PGAV senior architect, due to age and water penetration, it was determined that much of the red brick is softened and therefore damaged, not being viable for salvage and long-term repurposing. Please see the additional report at the end of this document. The estimation by the engineer and architect is that approximately twenty percent (20%) of the brick can be successfully restored and repurposed. The bricks are chipping, dusting and have water penetration, thus making them likely too soft to disassemble and repurpose. Sections of the red brick have already been replaced on the building are not the same age. The different bricks are visible in pictures two (2) and three (3) below. Using total building square footage, minus windows, and the 20% salvage assumption above, approximately 1,420 square feet exists of salvageable brick.

A rendering of a proposal for brick utilization that recreates a living history of the church will be presented on November 1st. This honour to the church is designed to be a perpetual main feature of the facility and be able to be used and appreciated by community members and groups for generations to come. Final determination will be made with input and collaboration from the Historic Preservation and Design Board.



2) As the applicant is proposing to demolish a historic landmark, the applicant must, regardless of cost, hire a certified historic preservationist who will document the entirety of the building and grounds and identify any and all significant archeological resources before a demolition permit can be issued;

KCKCC hired a historic preservationist that has already investigated the church and provided a comprehensive report. Her complete evaluation and report have been included along with this document. Listed here, are just a few of her expert comments from the report.

Project Objective:

The purpose of this historic survey is to document original architectural features with historic significance that can be salvaged and reinstalled into a new facility constructed on the site by the Kansas City Kansas Community College.

Methodology:

SFS Architecture (SFS) conducted a reconnaissance-level walk through of the building with the owner on September 29, 2021, to review the project objectives and the general architectural features desired for salvage. On October 7, 2021, SFS conducted a second site visit where the original architectural features were documented via photography. The interior of the church was not lit during documentation, so features were lit by flashlight and natural daylight. Hand-sketches floor plans were created to locate the architectural features. These sketches are included in the appendix of this report.

Findings:

The church features several original architectural features with historic significance that may be salvaged for reinstallation. These features range in condition from good to poor, and therefore, the features in the best condition should be prioritized for salvage.

Items that should be salvaged and are of architectural significance: Stained-glass windows, brick and limestone masonry, ornamental metal, wood doors, wood casings, miscellaneous carpentry, flooring, and wood trusses.

3) No demolition permit for the building, portion of the building, or the site shall be granted until the funding goal for construction of the new KCKCC Downtown campus/DCEHWC has been met, all planning entitlements have been granted, and all relevant building permits have been issued;

This project will not commence to construction until 70% funding has been reached. This required metric has been approved by the locally-elected Board of Trustees of KCKCC and all authority granting boards of project partner members. It is critical to note, that reaching 70% funding, all partners in this project have agreed to proceed to construction, and personally pay any balance due to meet 100% of construction costs.

Therefore: achieving a 70% fundraising goal GUARANTEES 100% funding of the project.

Permitting. Individuals who have been involved with major construction projects are aware, this is an iterative process that allows different portions of construction projects to proceed at different timelines, each segment of the project requiring a variety of land preparation and building construction permits. Any permit requirements

would need to only be limited to soil and site preparation work. The Unified Government, as the legal owner of this property, supports this project and it has been identified on the City of Kansas City, Kansas Master Plan. Due to the extended timeline required to carefully and properly deconstruct the church facility, without damaging historical elements, this process would need to begin specifically associated with achieving the 70% fundraising goal.

4) Historic preservation efforts as identified by the applicant shall be undertaken, including, but not limited to, the integration of historic artifacts into the design of the proposed building, the naming and use of the conference room within the building by the HPDB;

It is affirmed that historic artifacts will be integrated into the design of the new facility in collaboration with the HPDB. Additionally, the College will seek input from the HPDB to name the conference room that will be located within the new facility. Please see beginning of this document for additional details.

5) The applicant and the KCKCC must establish a historic preservation and design board ("HPDB" or "Board"). A Certificate of Appropriateness cannot be granted until HPDB members are selected, and rules of operation are established. The following conditions shall apply to the HPDB:

- a. Members of the Board must include members of the Landmarks Commission, Department of Planning & Urban Design, members representing organizations such as KCKCC, KCKCC's President's Downtown Advisory Council, KCK's downtown community, and other appropriate representatives;**
- a. The Board will be updated on the findings of the historic preservationist assigned with documenting the Seventh Street Methodist Episcopal Church, South Historic Landmark;**
- b. The HPDB will have authority identify design elements for the proposed building as they relate to the preservation, incorporation, and display of features or elements of the Historic Landmark, and to make such recommendations to the DCEHWC Owners Condominium Association Board, with which reasonable recommendations will not be withheld;**
- c. The Board may identify historic preservation deliverables and present said deliverables to the KCKCC for incorporation into the historic preservation course; and,**
- d. The Board will not be dissolved until after all elements of design and incorporation have satisfactorily been incorporated into the design of**

the proposed building and all building permits and a full Certificate of Occupancy has been successfully issued for the building; and,

- A. The HPDB will be updated on the findings of the historic preservationist. Please see report included with the submission of this document.**

- B. The \$70 million DCEHWC project is comprised of five (5) community-based organizations, each with their own leadership teams and governing bodies who have legal obligations to grant to deny proposals brought to them. The project owners will have oversight by the DCEHWC Owners Condominium Association Board. The HPDB will have authority to make recommendations to said board, with which reasonable recommendations will not be withheld.
- C. If this statement is being interpreted correctly, the request to identify content for KCKCC college-level course is beyond the scope of the Landmarks Commission.
- D. The HPDB will be dissolved after their consultation has been provided and final decision of design elements and incorporation have been incorporated into the design of the proposed building.

6) The proposed sculpture, "Destiny", or a reasonably similar sculpture piece must be incorporated into the DCEWHC campus, along with other artwork from the local community and in representation of the history and heritage of the Historic Landmark, the Downtown, and Kansas City, Kansas in general.

"Destiny" by Rita Blitt is planned to be incorporated into the entryway of the new facility. Additional, local artist work will also be invited and incorporated throughout the 130,000 sq.ft. facility.

Responses to Landmarks Commission member Jim Schraeder questions from document dated September 20, 2021.

Section A

1. What are the credentials of the Historic Preservationist contracted to review the church building?

Dana Gould has a master's degree in Historic Preservation from University of Pennsylvania and a bachelor's degree in Architectural Engineering from Drury University. She currently is an Associate at SFS Architects. Her professional tenure in architecture is vast with over nineteen (19) years of experience.

2. What are the possibilities for the church building's preservation, whether in whole or in part?

Due to many factors, such as decay and exorbitant costs, there are no current plans to keep any portion of the structure in whole or in part intact in its current location. The November 1 presentation will show how an alternate plan is in place to serve in a similar capacity.

3. In what significant ways could the church building – or major portions thereof – have an adaptive reuse as part of the new construction?

Due to many factors, such as decay, exorbitant costs and size limitations, there are no current plans to adapt or reuse the structure in its current form. As previously affirmed, significant elements from the structure will be reused and permanently installed within the new facility. The November 1 presentation will show how an alternate plan is in place to serve in a similar capacity.

4. Governmental or otherwise, what current grants – or grant-type programs – could possibly be of benefit to the project if the church building is preserved and put to an adaptive reuse?

KCKCC is not aware of any grant or other funding sources or programs to achieve this purpose.

5. Governmental or otherwise, what other grants – or grant-type programs – could possibly be of benefit to the project if the building owner was successful in getting the church building on the National Register of Historic Places?

KCKCC is not aware of any grant or other funding sources or programs to achieve this purpose.

6. If the Landmarks Commission eventually approves demolition of the church building, what types and kinds of materials would be appropriate to try to salvage, including but not limited to the stone, pews, stained glass, timbers, and red brick that the applicant has previously mentioned?

Please see details above. Stained-glass windows, brick and limestone masonry, ornamental metal, wood doors, wood casings, miscellaneous carpentry, flooring, and wood trusses have been identified.

7. If the Landmarks Commission eventually approves demolition of the church building, what would constitute a significant amount of such reusable salvage material, whether the salvage materials were incorporated into the new facility or were otherwise utilized?

Please see the attached reports from JE Dunn, PGAV and SFS Architecture for details. Additionally, in consultation with the HPDB elements would be identified for incorporation into the new facility. All materials would need to be deemed safe and meet current building standards. Materials not reused in the facility, could be either sold to offset additional costs of construction to preserve the history of the church in the new facility or donated.

8. Acknowledging that demolition is irreversible, in what significant ways – not including the reuse of salvaged materials – could the new facility's owner celebrate and commemorate the history that had been embodied in this demolished church building?

In addition to the use of salvaged and restored physical materials, KCKCC welcomes the opportunity for the HPDB, along with other groups, to create a visual, storytelling, history of the church to be displayed within the community conference room dedicated to this church, or the accumulation of historic churches of downtown Kansas City, Kansas. A sample representation of such will be presented at the November 1 Landmark Commission hearing. KCKCC's also offers the HPDB the opportunity to recommend naming of the highly visible conference space within the facility.

In addition to these additional physical/visual ways to preserve the history of the church, KCKCC and its partner members would like to propose the use of this or other meeting space within the DCHEC for landmark commission community meetings, events, or outreach activities. As an educational institution, KCKCC, is committed to preserving history and seeking creative ways and events to commemorate and celebrate historical times of our predecessors.

Section B

1. Partly (but not wholly) because I believe other Rita Blitt sculptures are currently mounted permanently on KCKCC's main campus, would it be possible for the HPDB (Historic Preservation Design Board) to consider sculptures – or monuments – other than Rita Blitt's "Destiny"?

There are no other Rita Blitt sculptures installed at any of KCKCC locations. At this time, no other sculptures are being considered for permanent placement at the location pre-identified for the sculpture "Destiny". As mentioned above, other artwork and sculptures will be included in and around the facility. An emphasis on local artists will be emphasized and a committee will be created for selection of such pieces. The new facility will also

host a 3000 square-foot art gallery which will provide local and other artists the venue to display work on a rotating, scheduled basis.

2. As it would seem inappropriate for the demolition contractor to be the sole financial beneficiary of the sale of any salvaged material, would it be possible for the HPDB to consider what constitutes the phrase "or donated to a worthy cause," in reference to the salvaged materials from the church building?

The demolition contractor will not be the financial beneficiary of the sale of salvaged material. A balance will be sought when looking at what 'salvaged material' would be sold to help fund the restoration and preservation of artifacts to be used within the new facility, and what items would be donated. Items of historical significance identified to be donated, would first be considered to be donated to institutions/organizations focused on historic preservation. The HPDB is more than welcome to be a part of the conversation.

3. As briefly mentioned by Dr. Mosier during the September 7 questions and answers, would it be possible not only to preserve some of the rough-hewn structural timbers for display in the new facility, but also to consider preserving and displaying some of the decorative wooden arch work of the church building's main gathering space?

Yes. As noted above, what was believed to be a historic timber beam, is not. The decorative wooden arches (trusses) will be rescued and restored for integration into the art gallery, and possibly other locations within the new facility.

4. As old-growth timber is often greatly desired by preservationists for reuse (as well as for a variety of other good reasons), would it be possible to require the demolition contractor to salvage excess old-growth timber pieces from the church building for potential sale – by the contractor or by others?

Yes. Please see #2 above.

5. As salvaged local red brick that has not deteriorated is often greatly desired by preservationists trying to match or repair historic masonry structures, would it be possible to require the demolition contractor to salvage the majority of historic brick from the church building for potential sale – by the contractor or by others – to stockpile for repair of historic masonry?

Yes. It is the hope to salvage as much of the reusable red brick as possible during the deconstruction. Salvaged bricks, in viable condition, that are not used in the building of the new downtown facility can be sold or donated.

6. In at least an advisory capacity, would there also be HPDB members representing the Wyandotte County Museum (as keepers of county history), the Wyandot Nation of Kansas (as keepers of the heritage of those for whom this church building was originally constructed), as well as some of the surrounding Neighborhood Business Revitalization Groups or NBRs such as Downtown Shareholders, Groundwork NRG, CABA, etc.?

The College and the DCEHWC, affirms that the HPDB will be created to include members of the Landmarks Commission, County Museum, Wyandot Nation, the Department of Planning & Urban Design and other community/business/church members yet to be determined. The College's goal is to have a diverse, yet manageable sized group, to create the best solutions possible for the preservation of the church's history that also meets aesthetic and cost parameters.

This group will be making recommendations to the Downtown Community Education, Health and Wellness Center (DCEHWC) partners' association which will not be unreasonable denied.

We believe that when you see the materials created by PGAV Architects on November 1, that represent the possibilities to preserve the history of the Seventh Street Church in a meaningful and permanent way, the Commission will be very pleased with what will become the final product of everyone's collective passion for both the church and this project that will change people's lives of KCK for the better for generations to come, and how the Church's future Destiny is an integral part of this solution.

October 8, 2021

Dr. Greg Mosier
Kansas City Kansas Community College (KCKCC)
7250 State Avenue
Kansas City, Kansas 66112

RE: Brick and Foundation Facia Stone Reuse Analysis
Seventh Street Methodist Episcopal Church, Kansas City, KS

Dear Dr. Mosier,

We would first like to thank you for the opportunity to tour the Seventh Street Methodist Episcopal Church on Wednesday, September 15, 2021. While on-site, there were multiple conversations concerning the possible salvage of materials thus please see below for a summary of what was discussed:

Attendees: Dr. Greg Mosier (KCKCC); Chris Davis (PGAV Architects), Mark Adams (JE Dunn Construction)

Brick Salvage Summary:

- As discussed, JE Dunn has an in-house masonry group which self-performs this scope of work throughout Kansas City. During our site visit, it was stated that demolished brick veneer usually results in approximately 50% of it being able to be salvaged.
- After investigation of the existing brick façade, given the age of the brick and the fact some portions were spalling, it was determined that approximately 20% could be salvaged.
- While on-site, it was also determined that approximately 30% of the church wall areas were constructed with windows.
- With the information above, Chris and his team used Google Earth to estimate the square footage of walls, and from this quick analysis, it was determined there is approximately 7,100 square feet of brick surface area.
- Using this square footage and the 20% salvage assumption above, that would equate to approximately 1,420 square feet of salvageable brick.

Foundation Fascia Stone Summary:

- Quantity appeared to be limited, as they only occurred on the exposed portions of the foundation above grade.
- The below grade stones and foundation were random rubble stone.

- The stones on the west were showing signs of cracking and deterioration due to weather and a lack of maintenance of the joints.
- The South side foundation stones were more protected from the weather and showed more potential for salvage.
- Overall, there was a very limited square footage that showed potential for salvage.

We hope you find this information useful and please let us know if any additional information is needed.

Sincerely,



Scott Sherry
JE Dunn Construction

Cc: Chris David (PGAV), Mark Adams (JE Dunn)

Questions for Applicant, in Accordance with 9/7/2021 Hold-Over Motion

A. Some of What is Needed from a Historic Preservationist

1. What are the credentials of the Historic Preservationist contracted to review the church building?
2. What are the possibilities for the church building's preservation, whether in whole or in part?
3. In what significant ways could the church building – or major portions thereof – have an adaptive reuse as part of the new construction?
4. Governmental or otherwise, what current grants – or grant-type programs – could possibly be of benefit to the project if the church building is preserved and put to an adaptive reuse?
5. Governmental or otherwise, what other grants – or grant-type programs – could possibly be of benefit to the project if the building owner was successful in getting the church building on the National Register of Historic Places?
6. If the Landmarks Commission eventually approves demolition of the church building, what types and kinds of materials would be appropriate to try to salvage, including but not limited to the stone, pews, stained glass, timbers, and red brick that the applicant has previously mentioned?
7. If the Landmarks Commission eventually approves demolition of the church building, what would constitute a significant amount of such reusable salvage material, whether the salvage materials were incorporated into the new facility or were otherwise utilized?
8. Acknowledging that demolition is irreversible, in what significant ways – not including the reuse of salvaged materials – could the new facility's owner celebrate and commemorate the history that had been embodied in this demolished church building?

B. Some Clarification of the Six Conditions in the Staff Recommendation

1. Partly (but not wholly) because I believe other Rita Blitt sculptures are currently mounted permanently on KCKCC's main campus, would it be possible for the HPDB (Historic Preservation Design Board) to consider sculptures – or monuments – other than Rita Blitt's "Destiny"?
2. As it would seem inappropriate for the demolition contractor to be the sole financial beneficiary of the sale of any salvaged material, would it be possible for the HPDB to consider what constitutes the phrase "or donated to a worthy cause," in reference to the salvaged materials from the church building?
3. As briefly mentioned by Dr. Mosier during the September 7 questions and answers, would it be possible not only to preserve some of the rough-hewn structural timbers for display in the new facility, but also to consider preserving and displaying some of the decorative wooden arch work of the church building's main gathering space?
4. As old-growth timber is often greatly desired by preservationists for reuse (as well as for a variety of other good reasons), would it be possible to require the demolition contractor to salvage excess old-growth timber pieces from the church building for potential sale – by the contractor or by others?
5. As salvaged local red brick that has not deteriorated is often greatly desired by preservationists trying to match or repair historic masonry structures, would it be possible to require the demolition contractor to salvage the majority of historic brick from the church building for potential sale – by the contractor or by others – to stockpile for repair of historic masonry?
6. In at least an advisory capacity, would there also be HPDB members representing the Wyandotte County Museum (as keepers of county history), the Wyandot Nation of Kansas (as keepers of the heritage of those for whom this church building was originally constructed), as well as some of the surrounding Neighborhood Business Revitalization Groups or NBRs such as Downtown Shareholders, Groundwork NRG, CABA, etc.?



Historic Survey of 7th Street Methodist Episcopal Church, South

Final Report // October 13, 2021

2100 Central Street, Suite 31
Kansas City, MO 64108

T. 816. 474.1397
F. 816.421.8024

sfsarch.com



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Project Team



Client

Kansas City Kansas Community College
7250 State Avenue, Suite #3256
Kansas City, KS 66112



Architect-of-Record

SFS Architecture
2100 Central St | Kansas City Missouri 64108



Project Objectives

The purpose of this historic survey is to document original architectural features with historic significance that can be salvaged and reinstalled into a new facility constructed on the site by the Kansas City Kansas Community College (KCKCC). The building is located at 1101 North 7th Street Trafficway in Kansas City, Kansas. The one-story Gothic Revival church was constructed in 1888 of load-bearing stone and brick masonry with an asphalt-shingled cross gable roof. The church features a three-story bell tower and one-story brick pilasters with ornamental metal capitals. Paired and single pointed-arch windows house original stained-glass sash. The building has been documented in the Kansas Historic Resources Inventory, and is listed as a Kansas City, Kansas historic site. It is not listed on the State or National Register of Historic Places.

Basic services included:

- Conduct a site visit to document architectural features of historic significance that can be salvaged for reinstallation. Features may include but are not limited to stained-glass windows and paneled doors and hardware. Structural features such as decorative roof trusses may be identified as well but will require the approval of the owner's structural engineer. Historic features recommended for salvage will be documented photographically with locations identified on hand-sketched floor plans.
- Prepare a brief report of findings.

As-built drawings, significant spaces and features diagrams, historic research, and updating the Kansas Historic Resources Inventory form are excluded from this scope of work.

Methodology

SFS conducted a reconnaissance-level walk through of the building with the owner on September 29, 2021, to review the project objectives and the general architectural features desired for salvage. On October 7, 2021, SFS conducted a site visit where the original architectural features were identified by visual observation and documented via photography. The interior of the church was not lit during documentation. Hand-sketched floor plans were created to locate the architectural features and are included in the appendix of this report. A detailed existing conditions assessment, measured drawings, and destructive means of observation were not made.

Findings

The church features several original architectural features with historic significance that may be salvaged for reinstallation, ranging in condition from good to poor. This report does not propose the salvage of all features as many features exhibit deterioration, missing components, or may become damaged during removal. This report identifies original architectural features that are candidates for salvage and reinstallation should the KCKCC desire to do so. The features in the best condition should be prioritized for salvage. Reference image captions for the *(approximate number of eligible features out of the total number)* of each feature eligible for salvage.

Exterior Architectural Features

Stained-Glass Windows

The church features original stained-glass windows throughout the building, most of which are protected by plywood at the exterior surface. While some of the window frames exhibit wood rot due to water infiltration, the boarding up the windows has protected most of the stained-glass sash. The two tri-partite stained-glass windows in the main worship area are boarded over on both sides, and the original sash may exist between the plywood. Each space exhibits stained-glass with their own unique design. The stained-glass sash may be removed by removing the wood stops and carefully removing the sash.

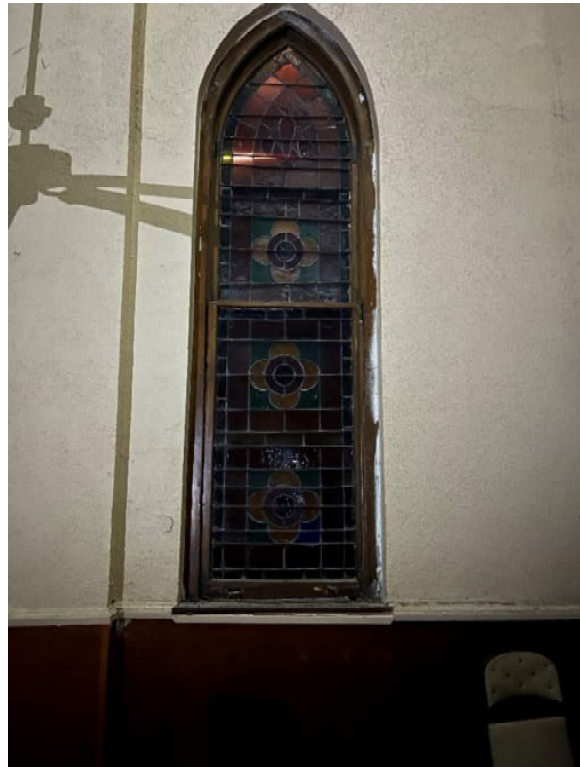


Image 1 (Left) – Center stained-glass windows in worship area (2 of 2); these windows should be further investigated by removing the plywood to determine if they are for candidates for salvage. Image 2 (Right) – Typical worship area stained-glass windows (6 of 8).



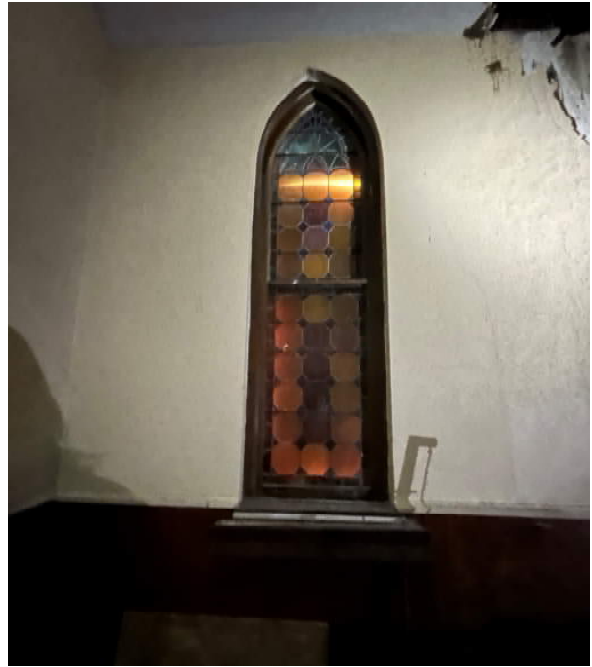


Image 3 (Left) – Typical northeast foyer stained-glass window (2 of 2). Image 4 (Right) – Typical narthex stained-glass window (5 of 5).

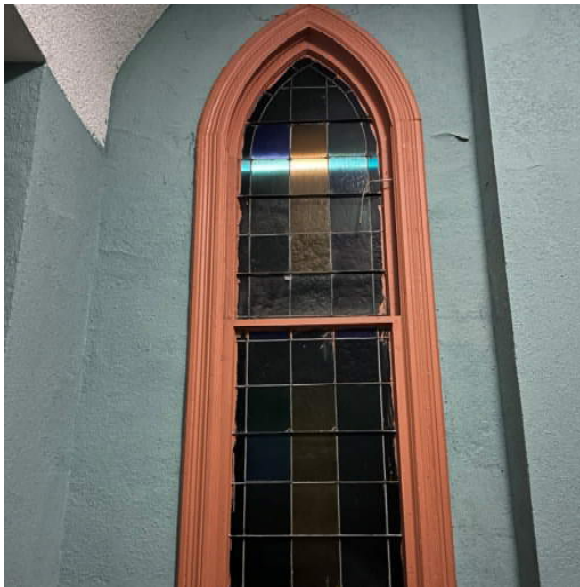


Image 5 (Left) – Typical stained-glass window in nursery (2 of 3). Image 6 (Right) – Pair of double-hung stained-glass windows in nursery (1 of 1).



Image 7 (Left) – Corridor stained-glass window between main foyer and worship area (1 of 1). Image 8 (Right) – Round stained-glass window in narthex (1 of 1). There are 3 additional round stained-glass windows visible from the exterior but boarded over, including 1 in the north gabled end and 2 in the bell tower. These windows may also be candidates for salvage upon further review.



Image 9 – Typical red brick, tooled limestone water table course, and rough-cut limestone foundation.

Brick and Limestone Masonry

The church features original and replacement red brick laid in running bond with a rough-cut limestone foundation and a tooled limestone water table course and windowsills. The masonry is in good to poor condition with some areas featuring deterioration such as missing mortar joints and spalling faces at the rough-cut limestone foundation. Portions of the brick and stone that is in good condition may be removed and salvaged for reinstallation by cutting out the units along the mortar joints. Portions of the masonry have been repointed with a hard cementitious mortar so care should be used during the masonry's removal.

Ornamental Metal

The church also features ornamental metal engaged pier caps that top the main bell tower. The paint exhibits deterioration; however, these features may be removed and salvaged. Further up-close review of these features is required to make a final determination.





Image 10 – Bell tower with ornamental metal engaged pier cap.

Interior Architectural Features

Stained-Glass Transom Windows

The main level of the church features several original door openings with pointed arch heads typical of the Gothic Revival style. None of these openings feature the original doors, however, they all retain original stained-glass transom windows. The most prominent examples are the three, pointed arch stained-glass transom windows between the narthex and main worship area. The stained-glass transom windows in the openings in the main foyer feature colored glass in a geometric floral pattern. The remaining stained-glass transoms on the main level feature clear glass.



Image 11 – Stained-glass pointed-arch transom windows at openings between narthex and worship area (3 of 3).



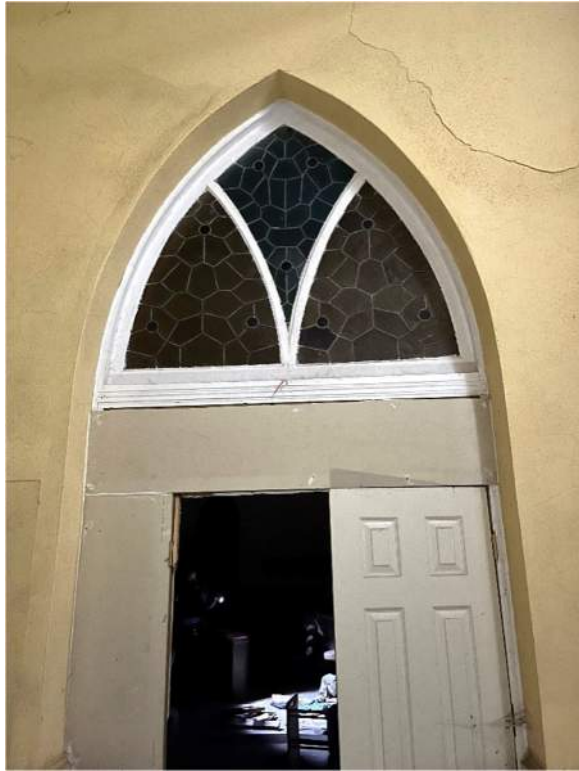


Image 12 – Door transom at main southwest foyer (3 of 3). Image 13 – Door transom at rear northeast foyer (5 of 5).

Wood Doors

The lower level of the church features several original paneled wood doors with original hardware. The doors are in good to fair condition and may be removed and salvaged. Door types include a pair of 5-paneled swinging doors at the base of the stairs, several 2-paneled doors with large lights that lead into the perimeter class rooms, and a pair of 2-paneled tripartite folding doors between Rooms 5 and 6.



Image 14 (Left) – 5-paneled swinging doors at base of stair (1 of 1). Image 15 (Right) – 2-paneled doors with lights into classrooms (8 of 8).



Image 16 and Image 17 – Pair of 2-paneled tripartite folding doors with lights (1 of 1).

Wood Casings

Both the main and lower levels feature original flat and molded wood casings in good condition that may be removed and salvaged. The molded wood casings feature bullseye rosettes with plinth blocks. Most of the molded casings are located on the main level, whereas most of the flat casings are located on the lower level.

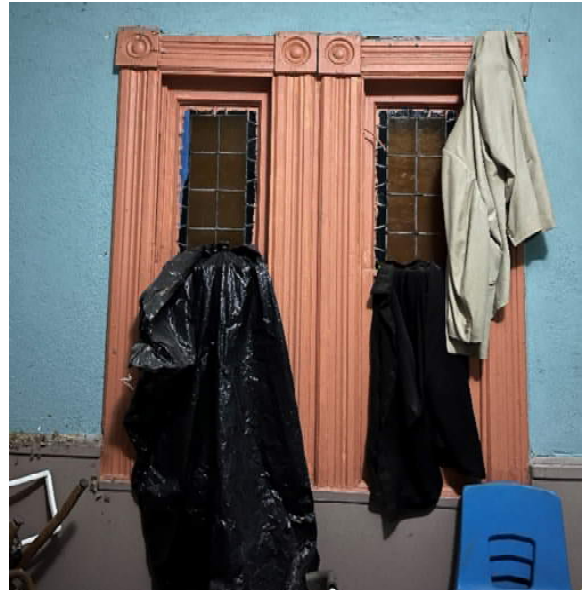


Image 18 and Image 19– Typical molded door and windows casings with bullseye rosettes.



Image 20 – Typical flat window and door casings.



Image 21 – Paneled jamb casing, lower level (1 of 1).

Miscellaneous Carpentry

The building also features original miscellaneous carpentry, including running base and chair rail trim, beadboard wainscot, guardrails and handrails, and built-in casework, that is in good to poor condition that may be removed and salvaged.



Image 22 – Beadboard wainscot and wood base at stair.



Image 23 – Wood guardrail at stair.



Image 24 – Typical lower level running trim.



Image 25 – Built-in casework with glass doors (1 of 2).

Flooring

The building features wood flooring as the predominant flooring material. Much of the original wood flooring is in poor condition or has been removed or covered, however, the remaining wood flooring that is in good condition may be removed and salvaged. The wood flooring is not significant.

The main foyer features what appears to be original encaustic tile flooring with a center starburst medallion. This feature is unique and should be removed and salvaged.



Image 26 – Encaustic floor tile in main foyer.

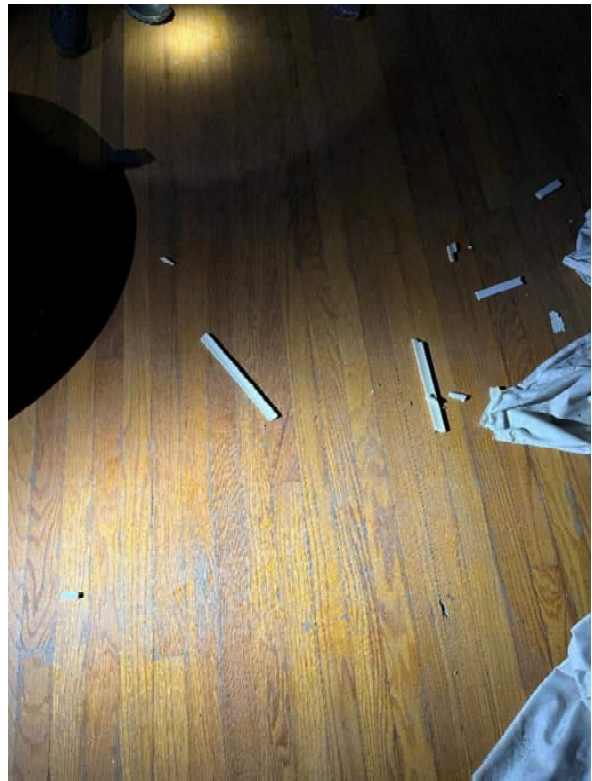


Image 27 – Typical wood flooring.

Wood Trusses

The main worship area features ornamental wood trusses in good condition that may be removed and salvaged. The owner's structural engineer should review their condition and make a final determination of their removal and salvage.

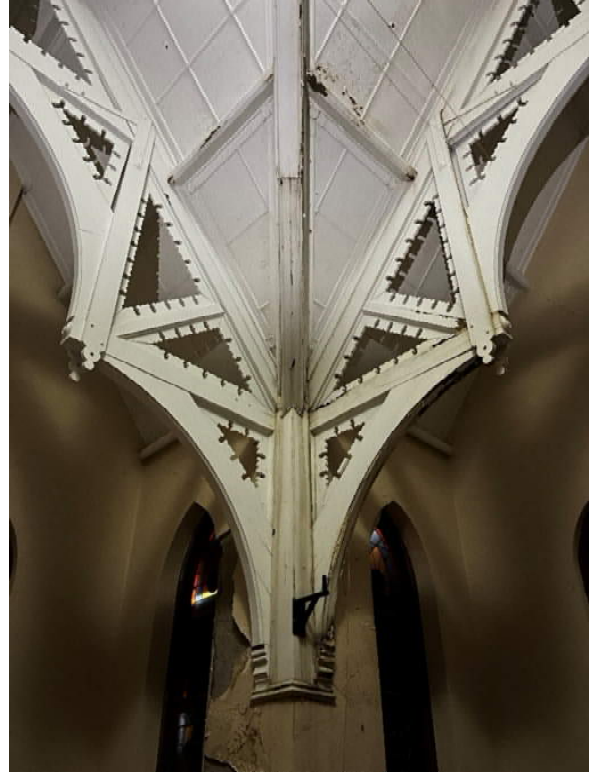


Image 28 and Image 29 – Ornamental wood trusses in main worship area.



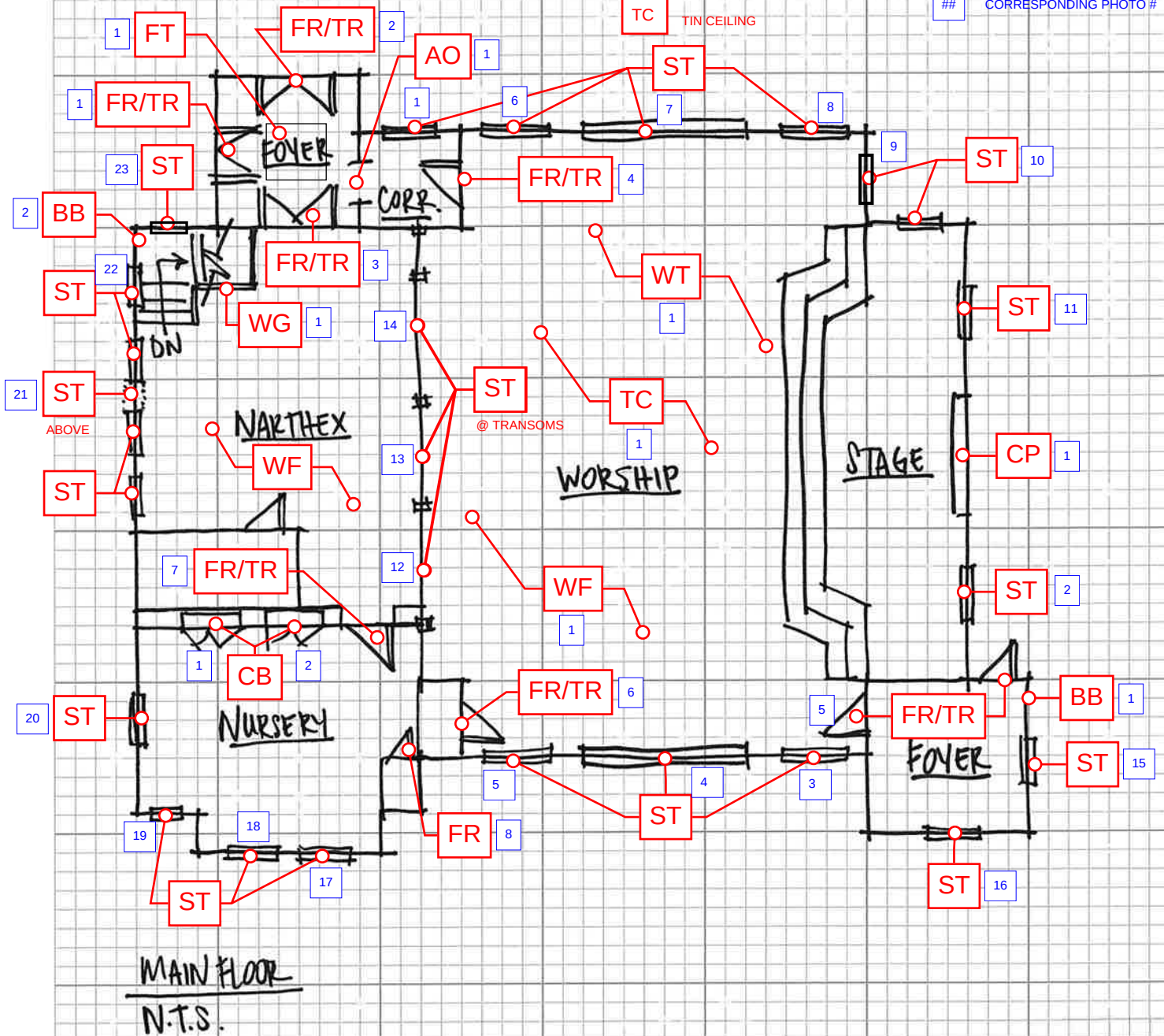
Appendix A – Architectural Feature Identification Plans





LEGEND

ST	STAINED GLASS WINDOW	CB	BUILT-IN CABINETS W/ PATTERNED GLASS DOORS
FR/TR	WD FRAME & TRANSOM	FT	ENCAUSTIC FLOOR TILE
CP	CAST PLASTER	AO	POINTED ARCHED OPENING
WF	WOOD FLOORS	BB	BEADBOARD WAINSCOT
WT	ORNAMENTAL WOOD TRUSSES ABOVE	WG	WOOD GUARDRAIL
TC	TIN CEILING	##	CORRESPONDING PHOTO #

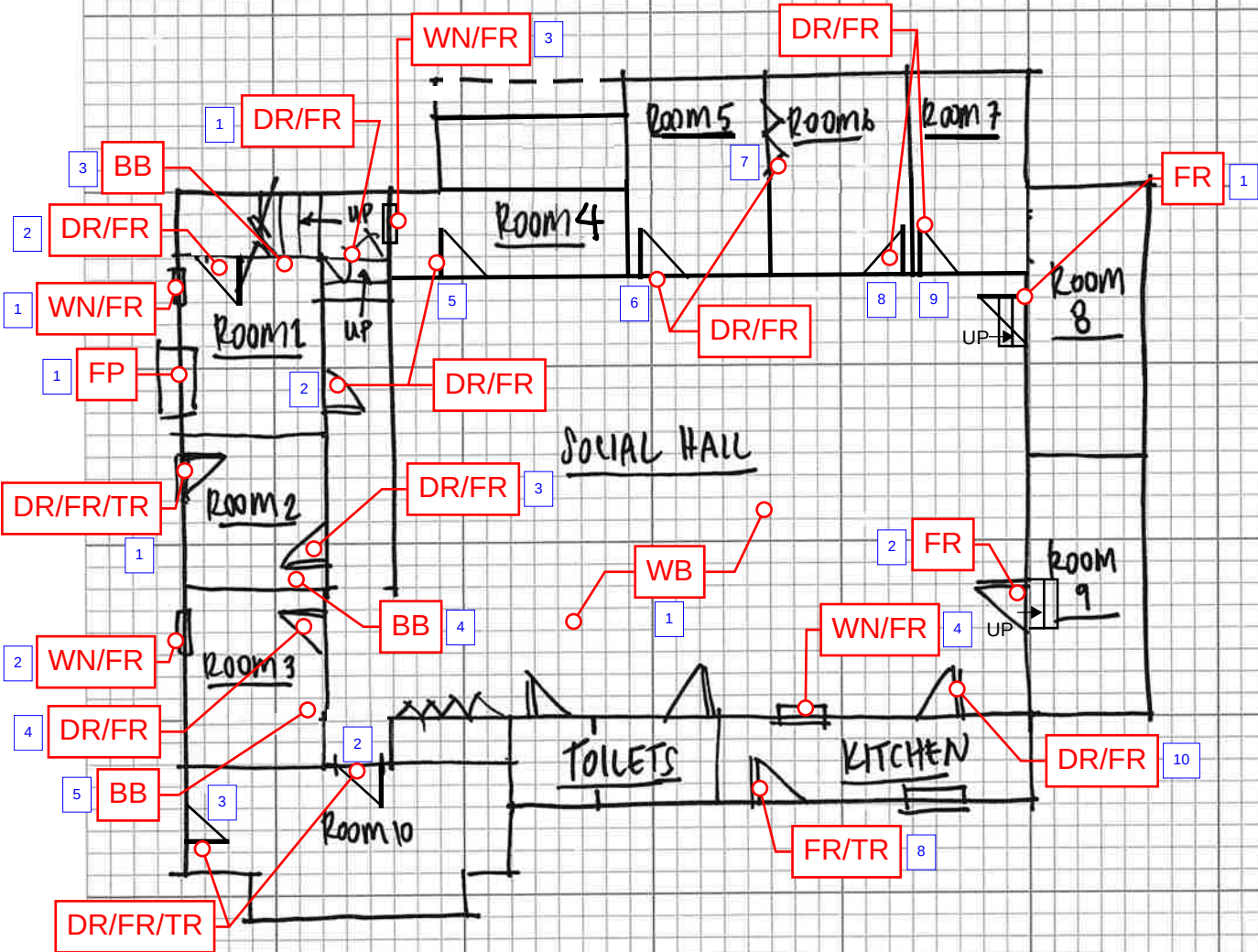


sfsarchitecture

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LEGEND

FR	WD DOOR FRAME	BB	BEADBOARD WAINSCOT
DR/FR	WD paneled DOOR & FRAME	WB	WOOD BASE
DR/FR/TR	WD DOOR, FRAME, & TRANSOM	FP	FIREPLACE
FR/TR	WD FRAME & TRANSOM	##	CORRESPONDING PHOTO #
WN/FR	WD WINDOW & FRAME		



LOWER FLOOR
N.T.S.



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Appendix B – Kansas Historic Resources Inventory Form



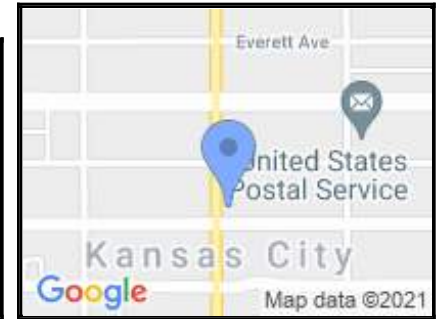
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Kansas Historic Resources Inventory

Printed: 09/21/2021



209-2820-00012
Seventh Street Methodist
Episcopal Church, South
1101 N 7TH ST TRFY
Kansas City



LOCATION:

County: Wyandotte

Address: 1101 N 7TH ST TRFY

Address Remarks:

City: Kansas City

Zip: 66101

Parcel ID: 062-03-0-30-17-002.00-0

Legal Description:

Legal Description Remarks: lot 29 to lot 31, & the west 5' lot 32, block 109, wyandotte city

Latitude, Longitude 1: 39.116814 -94.626554

Latitude, Longitude 2:

Latitude, Longitude 3:

Latitude, Longitude 4:

Datum: WGS84

DESCRIPTION:

Historic Name: Seventh Street Methodist Episcopal Church, South

Alternate Name: Ebenezer Church of God in Christ

Historic Function: Religion

Subcategory: Religious Facility

Historic Function Remarks:

Present Function: Religion

Subcategory: Religious Facility

Present Function Remarks: Also served as the Faith Cornerstone Church of the Full Gospel in the 1980s.

Residential/Commercial/Religious Style: Gothic Revival

Secondary Style:

Barn Type: Not Applicable

Bridge Type: Not Applicable

Landscape Type: Not Applicable

Physical Description/Remarks: 2016 Notes: The one-story building has a stone foundation, brick cladding, and an asphalt-shingled cross gable roof. Its primary elevation faces west. The three-bay front gable wing occupies the northwest corner of the building; a three-bay cross gable wing projects south of the front gable. A three-story bell tower ornamented with stone finials projects from the center bay of the side gable wing on the primary elevation. One-story brick pilasters with stone capitals define the edges of the front gable wing, side gable wing, and bell tower. Paired pointed-arch stained-glass windows and a circular window with six-pointed star fill the large pointed-arch opening in the center bay of the front gable wing. Small pointed-arch stained-glass windows fill the outer bays of the front and side-gable wings. Two doors with stained-glass transom and pointed-arch and circular stained glass windows fill the pointed-arch entry in the first story of the bell tower. An infilled circular window with inset six-pointed star fills the second-story opening; a louvered vent in a pointed-arch opening pierces the third story.

Plan Form: Cross

Commercial Building Type: Not Applicable

Roof Form: Cross-gable

Stories: 1

Condition: Fair

Principal Material: Brick

Condition Remarks:

Architect/Designer/Builder: Unknown

Year of Construction: 1888

Certainty: Documented

Date Notes: 1887-1888; 1940 alterations.

General Remarks: Duplicate records 209-2820-01811 & 209-2820-01982 merged & deleted (07/21/2011).

Ancillary Structures: None

Ancillary Structure Remarks:

REGISTER STATUS:

Listed in State Register: No

Date of State Listing:

Listed in National Register: No

Date of National Listing:

Historic District:

Demolished:

Date Demolished (if applicable):

Potentially Eligible for National Register: Yes

Register Status Remarks: This building was recommended eligible in the 1993 survey. This building is potentially eligible for the State or National Register under Criterion C for Architecture.

Thematic Nomination (MPDF):

National Historic Landmark:

SURVEY INFORMATION:

Survey 1

Survey Project Name: Kansas City - Downtown Kansas City, Kansas Survey (1993)

Sequence Number:

Surveyed By: Becker & Millstein

Survey Date: 09/01/1993

Survey 2

Survey Project Name: PSIQ Submittal

Sequence Number:

Surveyed By: Pastor/Kemper, Rev. George

Survey Date: 09/01/1993

Survey 3

Survey Project Name: Kansas City - Downtown Kansas City, Kansas Survey (HPF 2016)

Sequence Number: 035

Surveyed By: Dunleavy, Alison

Survey Date: 03/17/2016

IMAGES & DOCUMENTS



Seventh Street Methodist Episcopal Church. 1995.



Seventh Street Methodist Episcopal Church. 1995.



Seventh Street Methodist Episcopal Church. 1995.



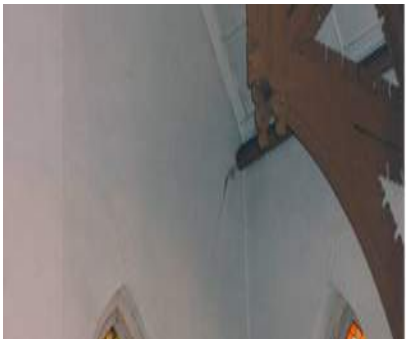
Seventh Street Methodist Episcopal Church. 1995.



Seventh Street Methodist Episcopal Church. 1995.

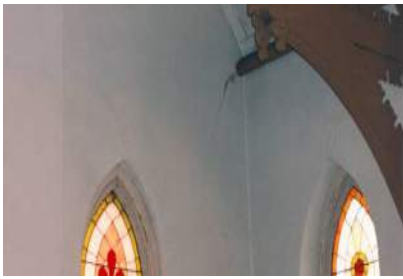


Seventh Street Methodist Episcopal Church. 1995.



Seventh Street Methodist Episcopal Church. 1995.





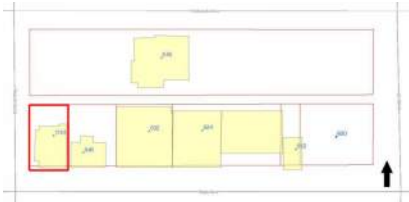
Seventh Street Methodist Episcopal Church. 1995.



Seventh Street Methodist Episcopal Church. 1995.



Seventh Street Methodist Episcopal Church. 1993. Hancks.



1101 N 7TH. Site plan, 2016.



1101 N 7TH ST. View NE. Brad Finch. 1-26-16.



1101 N 7TH ST. View SW. Brad Finch. 3-17-16.

✖ Seventh Street Methodist Episcopal Church. History. Submitted by church 1995.

HURON PLACE HISTORIC DISTRICT

1843 et seq.

North 6th Street to North 7th Street Trafficway, Minnesota Avenue to Ann Avenue

Kansas City, Kansas Historic District: December 1, 1983

including the following contributing properties:

- a. Huron Indian Cemetery (Wyandot National Burying Ground), 1843 et seq.
North 7th Street Trafficway and Minnesota Avenue
Eugene Buchanan, Architect (1978-79 improvements)
Register of Historic Kansas Places: July 1, 1977
National Register of Historic Places: September 3, 1971
- b. Huron Park and Seminary Place, 1857 (improvements 1907, 1934)
North 6th Street and Ann Avenue
John H. Millar and Bro., Surveyors (1857)
Henry Wright for George E. Kessler, Landscape Architect (1907 improvements)
- c. Scottish Rite Temple, 1908-09
803 North 7th Street Trafficway
W. W. Rose, Architect
Kansas City, Kansas Historic Landmark: December 1, 1983
Register of Historic Kansas Places: May 4, 1985
National Register of Historic Places: September 11, 1985
- d. Bus Stop, 1970
817 North 7th Street Trafficway
Charles W. Moore, Architect
(Demolished without review, April 2002.)
- e. Getty Building, 1922-23
819 North 7th Street Trafficway
J. G. Braecklein, Architect
- f. Federal Reserve Life Insurance Company Building, 1922-23
825 North 7th Street Trafficway
J. G. Braecklein, Architect
- g. Gibraltar Savings and Loan, circa 1924
901 North 7th Street Trafficway
Architect unknown
- h. R. K. Stiles & Co. Real Estate, 1920 and 1924
903 North 7th Street Trafficway
Architect unknown
J. G. Braecklein, Architect (2nd floor only, 1924)
(Second floor altered without review, 2003.)
- i. Bloomquist & Sons Tailors, 1921
905 North 7th Street Trafficway
Architect unknown (private plans)
(Demolished by order of the Unified Government Board of Commissioners, 1999.)

- j. Elks Club Building (Huron Building), 1922-24
905-907-909 North 7th Street Trafficway
W. S. Frank (St. Louis), Architect
J. G. Braecklein, Associate Architect
Kansas City, Kansas Historic Landmark: June 28, 1983
Register of Historic Kansas Places: February 25, 1984
National Register of Historic Places: July 5, 1984
(Demolished by order of the Unified Government Board of Commissioners, 1999.)
- k. Peoples National Bank (Security National Bank) Building, 1901-02, 1924 and 1938-39
655 Minnesota Avenue
Architect unknown
Charles A. Smith, Architect (1924 remodeling)
Charles E. Keyser, Architect (1938 remodeling)
(Demolished by order of the Unified Government Board of Commissioners, 1999.)
- l. Old Kansas City, Kansas City Hall, 1910-11, 1929-30, 1938
805 North 6th Street
Rose and Peterson, Architects (first phase)
Charles E. Keyser, Architect (second phase)
Joseph W. Radotinsky, Architect (1938 jail addition)
Register of Historic Kansas Places: November 23, 1985
National Register of Historic Places: April 25, 1986
- m. Kansas City, Kansas Fire Headquarters, 1929-30
815 North 6th Street
Charles E. Keyser, Architect
Register of Historic Kansas Places: November 23, 1985
National Register of Historic Places: April 25, 1986

EARLY HISTORY

The block known as Huron Place and its immediate surroundings contain much of significance to the history of Kansas City, Kansas. The oldest element in the district, the Huron (Wyandot) Indian Cemetery, dates from shortly after the arrival of the Wyandot Indians from Ohio in the summer of 1843. The area has been central to the community and its concerns ever since.

The initial Wyandot settlement consisted of scattered farms, but with a concentration of houses and public buildings in what is now the eastern portion of downtown, on the long slope between the river and the cemetery. The cemetery itself occupied the crest of a hill overlooking the river junction. To the southeast of the cemetery hill, closer to the river, was a lower but steeper rise originally called Splitlog's Hill (named for brothers Charles and Mathias Splitlog), but more commonly known today as Strawberry Hill. To the north of the present Minnesota Avenue the ground dropped quickly into a long swale, then rose again to the crest of Turtle Hill in the vicinity of the present 6th Street and Oakland Avenue.

One of the first nonresidential buildings to be erected in this area was a tribal school on the present 4th Street between State and Nebraska, opened by John M. Armstrong on July 1, 1844. The building doubled as the Wyandot tribal councilhouse. There was also a blacksmith shop and blacksmith's residence near the present 3rd and Nebraska, a tribally owned and operated store near 3rd and Minnesota, a jail and a jailer's residence near 4th and State, and a residence and several other buildings connected with the Wyandot Subagency near the present 3rd and State. A tribally owned and operated ferry across the Kansas River where the Lewis and Clark Viaduct is now located served to link the new community to Westport and the Town of Kansas (the present Kansas City, Missouri). By 1847, the settlement was already being referred to as the town of Wyandott, or Wyandott City; this was the core from which the present city grew.

A plat of Wyandott City had been drawn up by Thomas Coonhawk by 1848, which included named streets and lots of an acre or more in size. We know of the plat's existence from various contemporary references, including transfers of property, but unfortunately the original document has been lost. It is therefore uncertain if the Huron Indian Cemetery and the surrounding area that became Huron Place were within the boundaries of that first plat. In any case, Wyandott City had no legal existence; all unallotted property on Indian land was considered by the Federal government to be owned by the tribe in common, regardless of whatever arrangements the tribal members might have made among themselves. One consequence of this was that Wyandott did not have its own post office, the residents being forced to cross the ferry to retrieve their mail and newspapers from the Town of Kansas two and one-half miles away.

The Kansas-Nebraska Act was passed and signed into law by President Franklin Pierce on May 30, 1854, ignoring established Indian claims, setting aside the Missouri Compromise, and opening the newly organized Kansas Territory to white settlement. Just eight months later, on January 31, 1855, the Wyandots signed an historic treaty which dissolved their tribal status, allowed all competent tribal members who wished to become U.S. citizens, and ceded the Wyandott Purchase to the U.S. government, to be surveyed, subdivided into allotments, and the allotments reconveyed by patent in fee simple to the individual members of the tribe. A post office for the town of Wyandott was subsequently established on October 8, 1855. It was housed in the first building to be specifically erected as a private business, a general store built by Isaiah Walker on the north side of Nebraska Avenue between 3rd and 4th Streets. This building would also later serve as the first county courthouse. The settlement of the tribal rolls and the assignment of allotments were not completed until February 1859, but in the meantime properties had already begun to change hands. (The last patent of title to a Wyandott Allotment was not issued by the U.S. government until December 1861, almost seven years after the signing of the treaty.)

In December 1856, ten businessmen, the majority of them Free State supporters – W. Y. Roberts, Thomas H. Swope, Gaius Jenkins, John McAlpine, Dr. J. P. Root, T. B. Eldridge, S. W. Eldridge, Robert Morris, Daniel Killen, and James W. Winchell - met at the Gilliss House hotel in Kansas City, Missouri, intending to purchase land in Wyandott and organize the town for development. The first four were sent to negotiate with the property owners, but they soon discarded their Missouri associates to team up with three prominent Wyandots. The Wyandott City Company was subsequently organized at the home of Isaac W. Brown on December 9, 1856, with Silas Armstrong as President, W. Y. Roberts as Secretary, Isaiah Walker as Treasurer, John McAlpine as Trustee, and Gaius Jenkins, Thomas H. Swope, and Joel Walker as partners.

The company was able to purchase the core of the town, from the present Wood Avenue on the north to Orville Avenue on the south and from the present 14th Street east to the Kansas River, from its various owners. By March 18, 1857, a new plat for the town had been drawn up by surveyor John H. Millar. (Not coincidentally, Millar was also responsible for preparing the plat of the Wyandott Allotments. The two documents necessarily had to agree in their references and dimensions.) Millar's plat of Wyandott City was filed with the Leavenworth County Register of Deeds in Delaware City on May 14, 1857, although by that time lot sales were already well underway. The new plat covered a rectangular area from Garrett Street (Wood) to Summuduwoot Street (Orville) and from Warpole Street (14th) to the river. The east-west streets were named, with the four principal streets being Washington, Nebraska, Kansas (State) and Minnesota Avenues, named for the four new western territories that had been established. The north-south streets were numbered, with the exceptions of the present 8th Street, which was named Wyandott Avenue, and the aforementioned Warpole Street. Within this otherwise platted area were four large Wyandott Allotment tracts that the town company had been unable to acquire, including the bulk of the allotment of Hiram M. and Margaret Northrup (Allotment No. 126). That tract lay generally west of the Huron Indian Cemetery and south of Kansas (State) Avenue.

The plat contained several dedications of public land, including the public levee, Oakland Park, and a double-sized block or town square which on April 18, 1857, the town company voted to name Huron Place. This square was part of 38.04 acres which Gaius Jenkins had successfully acquired from the Northrups on behalf of the town company on January 13, for \$1,800. The existing Huron Indian Cemetery, with an irregular boundary that conformed to the survey of the 1855 allotment parcel, cut off the northwest corner from the remainder of the square. The corner itself, adjacent to the cemetery, was already occupied by the Wyandots' Methodist Episcopal Church South. The town company consequently reserved land on each of the other three corners of Huron Place for church use, on lots 150 feet square. The triangular tract bounded by the church, the cemetery, and 7th Street was not included in the sale but remained the private property of Hiram M. Northrup, and was apparently never platted. In addition, an irregular and indistinct parcel in the center of Huron Place was labeled Seminary Place, with outlets on Minnesota Avenue, 6th Street, and Ann Street (Ann Avenue).

On January 29, 1859, the Fourth Kansas Territorial Legislature created Wyandott County out of portions of Leavenworth and Johnson Counties – it was the smallest county in Kansas Territory, and remains the smallest county in the state - and passed an act permitting the incorporation of both the town of Wyandott and the neighboring town of Quindaro as cities of the third class. On September 28 of that year, John McAlpine's power of attorney as Trustee for the Wyandott City Company was filed, and he then refiled the new Wyandott City plat with Wyandott County Register of Deeds Vincent J. Lane as Wyandott County Plat No. 1, so that valid deeds could be issued. From this point, it might be best to consider the history and significance of the individual parts of Huron Place separately.

HURON INDIAN CEMETERY (WYANDOT NATIONAL BURYING GROUND)

By 1842, the Wyandot Indians were the last tribe to retain substantial lands in Ohio, having successfully resisted the Federal Government's Indian Removal policies for eleven years. The more assimilated members of the tribe wished to remain in Ohio, while a traditionalist minority supported removal. Finally, on March 17, 1842, the Wyandot Tribal Council signed a treaty agreeing to give up the Wyandott Reserve of 4,996 acres in Michigan and the Grand Reserve of 109,144 acres in Ohio, in exchange for a new reserve of 148,000 acres at an unspecified location in Indian Country west of Missouri. They were to receive the full value of improvements on the two reserves, an annuity of \$17,500 in perpetuity (including \$500 annually for a school), \$23,860 to pay debts, and \$10,000 for relocation expenses. In addition, grants of one section each of any unclaimed Indian lands west of the Mississippi were made to 35 individuals – the "Wyandot Floats," so-called because they were "floating" land titles.

After months of preparations, the Wyandot emigrants left Upper Sandusky, Ohio, on July 12, 1843. The official roll of emigrating tribal members listed 664 individuals, including 25 from Michigan and 30 from Canada. (However, not all of those listed actually left Ohio, while a number of Wyandots not on the emigrant roll subsequently relocated to Kansas.) Travelling overland by wagon, the emigrants arrived in Cincinnati on July 19, and departed two days later aboard two steamboats, the *Nodaway* and the *Republic*. Steaming down the Ohio to its mouth, then north up the Mississippi, they reached St. Louis on July 24.

The *Republic* reached the Town of Kansas on July 28, 1843, the *Nodaway* (captained by an abusive bigot) arriving three days later on July 31. The Wyandots initially expected to purchase and settle on a portion of the Shawnee Reserve near Westport, Missouri, as provided for by a treaty drafted in 1839. (This despite the agreement having been rejected by the U.S. Senate in June, 1840.) However, once arrived, the Wyandots found that the Shawnee were unwilling to go through with the agreement. A few of the more well-to-do Wyandots were able to rent houses in Westport, but most were forced to camp out on a narrow strip of U. S. Government land that lay between the Kansas River and the Missouri state line, in the area west of the Town of Kansas now known as the west bottoms or Central Industrial District.

The area of the encampment was at that time a swampy lowland. This, coupled with the general hardships suffered by the Wyandots, soon took its toll through disease and exposure. By the end of the year over 60 Wyandots had died, nearly a tenth of their total number. As the area around the encampment was not suitable, the Wyandots began a cemetery across the Kansas River on the land of the Delaware Reserve. The location chosen was on the crest of a hill about one-half mile due west of the confluence of the Kansas and Missouri Rivers, overlooking the broad sweep of the Missouri River valley. This was the cemetery now known as the Huron Indian Cemetery. Ironically, the earliest burial of which there is certain record (November 17, 1843) was that of Ron-ton-dee, or Warpole, a traditionalist Wyandot chief who had been the leading advocate of removal.

By October, the Wyandots had entered into negotiations with the Delaware to purchase a portion of the Delaware Reserve with their own funds, and had established a ferry across the Kansas River to facilitate relocation. On December 14, 1843, the Wyandots signed an agreement with the Delaware to purchase 36 sections of land at the eastern tip of the Reserve for \$46,080, or \$2.00 an acre. An additional three sections at the junction of the two rivers were granted by the Delaware as a measure of respect and in remembrance of when the Wyandots had given the

Delaware a home in Ohio some 80 years before, bringing the total area of the Wyandott Purchase to 39 sections, or 24,960 acres.¹ A small settlement then grew up on the long slope between the river and the cemetery, which soon became known as the town of Wyandott, or Wyandott City.

The cemetery served the people of the Wyandot Nation for nearly 30 years, until a portion of the tribe was reorganized in Indian Territory in the early 1870s. The Wyandots generally referred to it as the National Burying Ground; its designation as the Huron Indian Cemetery is actually rather recent, a convenient but somewhat inaccurate shortening of "the Indian Cemetery in Huron Place," as the Wyandots almost never referred to themselves by their old French name of Huron. As a substantial number of the Wyandots were Christians (Methodists and a few Catholics), the cemetery was laid out according to traditional church practices, with the graves in north-south rows, the individual graves oriented east-west with the head to the west.

It is uncertain as to how many individuals were buried in the cemetery. Following the initial deaths in 1843, more illness occurred among the members of the tribe following the great Kansas River flood in June of 1844, with deaths totaling at least 100 by the end of the year. In a letter to President Polk on September 16, 1845, James Rankin noted that at least 200 Wyandots had died since their arrival in Kansas two years before. Many more deaths occurred in the Asiatic Cholera epidemic of the late 1840s and early 1850s, although these deaths were spread over several years and stories of mass graves are most probably incorrect. Estimates of the total number of burials range from nearly 400 (the number of names that can presently be identified) to over 600, but only 120 or so grave locations are currently marked.

As a group, the Wyandots were heavily assimilated, with many individuals who were not only literate but well educated for the time, including experienced businessmen and at least two attorneys who had been members of the Ohio Bar. Racially they were mixed (including one family, the Wrights, who were partly of African descent), with not a single pure-blood Wyandot remaining and many who were no more than $\frac{1}{4}$ or $\frac{1}{8}$ Indian. As members of the Wyandot Nation, however, they were subject to a variety of legal restrictions, not the least of which was that the government regarded the lands of the Wyandott Purchase to be owned by the tribe in common and that despite platting, the town of Wyandott had no recognized legal existence.

In 1850, the Wyandots began pursuing a treaty that would allow tribal members to become U.S. citizens and to divide the lands of the Wyandott Purchase in severalty.² Although enthusiastically welcomed by the Commissioner of Indian Affairs as a "triumphant vindication" of the government's policies toward the Indians, an initial treaty drafted to that effect was largely rejected by the U. S. Senate, although a single provision which would pay the Wyandots \$185,000 for the 148,000 acres promised in the treaty of 1842 was approved on September 24, 1850. (Of this, \$85,000 was to pay various debts, with the remainder distributed as an annuity, while \$100,000 was to be invested in government stocks.) In 1852 the Wyandots' request for citizenship and severalty was again rejected, this time by President Millard Fillmore on the seemingly specious grounds that, as Indian Country was an unorganized territory, the Wyandots did not reside in the United States.

¹ As the area of the Wyandott Purchase would not be surveyed and divided into townships, sections, half sections and quarter sections for another twelve years, section as used in the treaty is a general measurement of land area – a tract containing 640 acres - rather than a specific reference.

² At the time, American Indians were considered to be the citizens of separate but dependent nations, a status maintained until March 1871, when they became subject to legislation like other U.S. residents. However, as a group they did not become U.S. citizens until June 1924.

Following passage of the Kansas-Nebraska Act in 1854, which opened what had been exclusively Indian territory to white settlement, the Wyandots redoubled their efforts. Finally, on January 31, 1855, they signed the treaty which dissolved their tribal status in return for citizenship and individual property ownership. They were to receive \$380,000 in three annual payments beginning in October 1855, together with any of the 1842 annuity remaining, and the \$100,000 invested under the treaty of 1850 was to be paid in two equal installments beginning in 1858. (This last provision was apparently never carried out.) The subsequently-prepared treaty roll listed the names and ages of 555 tribal members resident on the Wyandott Purchase as of the date of ratification (February 20, 1855), including 474 individuals in the Competent Class (and therefore eligible for citizenship), 40 in the Incompetent Class, and 41 minors in the Orphan Class.

The treaty included four specific reservations or exceptions from the individual allotments: two acres each for the Wyandots' Methodist Episcopal Church and Methodist Episcopal Church South, the four acre Wyandot National Ferry Tract (to be sold to the highest bidder among the Wyandots and the proceeds distributed to the tribal members), and the Huron Indian Cemetery. A portion of Article 2 of the treaty read, "The portion now enclosed and used as a public burial ground, shall be permanently reserved and appropriated for that purpose."³ When the Wyandott Allotments were subsequently surveyed, the surveyors took the treaty literally and laid out Allotment No. 282, Public Burial Ground, with a boundary that followed the line of an existing rail fence about the hilltop. Contrary to popular belief, the cemetery was thus the only portion of the former Wyandott Purchase to become and remain Federal property as a result of the treaty, and it was reserved for the use of all 555 Wyandots and their descendants, not any one faction.

Under Article 1 of the treaty of 1855, the Wyandot Tribal Council was intended to continue to function until all the provisions of the treaty had been carried out, and through the latter 1850s the council continued to care for the cemetery. In one instance, in November of 1857 they paid Matthew Mudeater \$50 for repairs to the property. On February 2, 1858, the council decided to have notice placed in the local newspapers that only Wyandots could be buried in the cemetery, and a month later began investigating the possibility of having tombstones erected on the graves of any deceased chiefs that were then unmarked. In April and May, 1859, the question of unmarked graves was again taken up, with Matthew Mudeater asked to determine how many chiefs had died and Irvin P. Long directed to arrange to have the stones made. By November 1, the stones had been erected at a cost of over \$300.

For the most part only Wyandots, their descendants and relatives were buried in the cemetery, as by the late 1850s there were several other cemeteries in the eastern portions of the county such as Oak Grove and Quindaro. However, on October 25th, 1864, a number of Union dead from the Battle of Westport were interred there. The exact location is unknown but it was presumably in the southerly portion of the cemetery. Eight of the Union dead (from Topeka Battery, 2nd Regiment, Kansas State Militia) were later exhumed and reinterred in Topeka, but the body of a black teamster attached to the unit was apparently never moved, and others may still remain.

The treaty of 1855 had included a provision that allowed any Wyandots of the Competent Class who wished to defer taking citizenship, and by the time the treaty rolls were finalized in February, 1859, some 60 of the more traditional-minded tribal members had done so. These persons, together with some of those listed in the Incompetent Class, formed a minority faction variously called the Emigrating Party or the Indian Party. Under the leadership of a former Principal Chief, Tauromee, they proposed to relocate to the Seneca Reserve in Indian Territory and reestablish tribal relations there. With the assistance of the tribal council, a group (perhaps

³ In 1853, the tribal council had appropriated \$125 for the cemetery's enclosure and maintenance.

no more than 80) of the Indian Party Wyandots actually moved to the Seneca Reserve in the summer of 1857, and began negotiating for purchase of a portion of the Reserve. A treaty allowing the emigrants to purchase 33,000 acres was eventually signed by the Seneca and the Wyandot Tribal Council on November 22, 1859, but was never ratified by the Senate.

After the Civil War broke out, Confederates invaded the Seneca Reserve in the summer of 1862, forcing the largely pro-Union Wyandot emigrants to flee back to Wyandott County. Over the next several years there were increasing disagreements between the two factions, a situation made even worse by widespread poverty among the less assimilated Wyandots. On December 22, 1862, the Indian Party Wyandots organized their own tribal council at Abelard Guthrie's house in Quindaro, with Tauromee as Principal Chief. The Bureau of Indian Affairs seemed uncertain as to how to proceed, favoring first one faction and then the other. On August 18, 1865, Silas Armstrong was elected Principal Chief of the regular Wyandot Tribal Council, and the Commissioner of Indian Affairs gave him official recognition on September 18, but any resolution of the two-council problem was forestalled by Armstrong's death on December 14, 1865.

On February 23, 1867, the government signed an omnibus treaty affecting a half dozen tribes with lands in Kansas. As part of the treaty, the Indian Party Wyandots were allowed to purchase 20,000 acres between the Missouri state line and the Neosho River from the Seneca and resume tribal status, the government paying the Seneca \$20,000 for the land. Only those who had deferred citizenship, those in the Incompetent Class, and those in the Orphan Class (and their descendants) were eligible for tribal membership. No citizens or their descendants could become tribal members except by the consent of the reorganized tribe, although Citizen Class Wyandots were to receive their share of all monies still due the tribe, with the purchase price and \$5,000 in resettlement expenses to be deducted from the tribal share.

The execution of the treaty was delayed for several years - it wasn't ratified by the Senate until June 18, 1868 - increasing the hardships of many Wyandots. Tauromee died in Wyandott on January 15, 1870, and was buried in Huron Indian Cemetery in a grave whose location is now lost (in contrast to the fine monument erected for Silas Armstrong and his wife). While some Indian Party Wyandots had returned to Indian Territory as early as 1865, general relocation to the new reserve and tribal reorganization were not carried out until 1871. A number of Citizen Class Wyandots eventually moved to the new Wyandott Reserve and were adopted back into the tribe, including such prominent individuals as Matthew Mudeater, Silas Armstrong's son Silas W. Armstrong, and Isaiah Walker. Nevertheless, by 1876 the membership of the reorganized Wyandot Tribe in Indian Territory stood at just 247, still less than half the total number of Wyandots and Wyandot descendants then living.

Many Citizen Class Wyandots and their descendants never moved to Indian Territory and were never readmitted to the reorganized tribe. As at least one government agent feared, this eventually resulted in the splitting of families. For example, while a number of Silas Armstrong's older children joined the reorganized tribe, most of his younger children chose to remain citizens. A substantial number of Citizen Class Wyandots continued to live in the Kansas City area, but eventually Wyandot descendants were scattered all across the country.

There had been no mention of the Huron Indian Cemetery in the treaty of 1867, nor were questions regarding its ownership or continued use part of the prolonged discussion on tribal reorganization. Burials in the cemetery of Citizen Class Wyandots still resident in Kansas, together with their descendants and relatives, continued throughout the 19th Century and well into the 20th, often with the express approval of the Bureau of Indian Affairs. The last such burial was that of Dr. Frank A. Northrup (a grandson of Hiram and Margaret Northrup) on February 25, 1965.

In the Kansas City building booms of the late 1880s and early 1900s, the cemetery came to be seen by some as a desirable parcel of potential commercial property. In March, 1896, newspaperman and amateur historian William E. Connelley conducted a detailed survey of the cemetery, assisted by the elderly Ebenezer O. Zane. Connelley deplored the cemetery's condition, but by 1898 he was acting as a paid agent for the Wyandot Tribe of Oklahoma in seeking the cemetery's removal and sale, the tribe viewing it as a potential source of badly needed income. A number of local businessmen were also determined that the "eyesore," as they termed it, should be sold for development.

Most of the opposition to the sale came from the Citizen Class Wyandot families that had continued to use the cemetery and whose members generally lay in marked and identifiable graves. One such individual was the elderly Lucy B. Armstrong, missionary's daughter, abolitionist, and widow of John M. Armstrong, whose infant son William was buried in the cemetery. In a July 4, 1890, letter to the *Kansas City Gazette*, she stated:

"To remove the burying ground now would be to scatter the dust of the dead to the winds. What a sacrilege! I remember with reverence many of the good Wyandotts buried there, and my heart protests against such a desecration of that sacred ground. Such a sale is repugnant to every sentiment we cherish for our dead, as well as being offensive to the highest impulses of a Christian civilization."

The matter finally came to a head in 1906, when on June 21 an authorization for the sale was quietly included in the annual appropriation bill for the Department of the Interior. The authorization called for the graves to be moved to the Quindaro Cemetery at the northeast corner of 38th Street and Parallel Avenue (which the bill's sponsor apparently mistakenly believed to also be a Wyandot cemetery), and for the proceeds from the sale to be divided among the members of the Wyandot Tribe and their heirs. It is questionable that any monies thus realized would have gone to the Citizen Class Wyandots whose family graves were being moved.

Among the Wyandot descendants still residing in Kansas City, Kansas were three nieces of Ebenezer O. Zane: Ida, Eliza, and Helena Conley. All three were very active in Methodist Church affairs, and Eliza (better known by her childhood nickname, Lyda) had the unusual distinction for the time of being an attorney, and a member of the Missouri Bar. Faced with the pending removal of the graves (or at least the tombstones) by the Commissioners appointed by the Secretary of the Interior, Lyda and Helena seized control of the cemetery. They padlocked the iron gates, erected signs proclaiming "Trespass At Your Peril," and set up residence in a small caretaker's shack, brandishing their father's (unloaded) shotgun and vowing to shoot anyone who tried to enter the cemetery in an attempt to remove the bodies.

Lyda then filed suit in Federal Court against the Secretary of the Interior and the Commissioners appointed by him, to restrain them from selling or interfering with the cemetery. The case slowly dragged its way through the courts, and in the meantime the two women were subjected to constant harassment. They were arrested and hauled into local police court on the charge of disturbing the peace, threatened by a U.S. Marshal, and charged with contempt of court by a Federal judge. The caretaker's shack that had been popularly dubbed "Fort Conley" was burned, but a new shack was soon erected in its place and the two sisters persevered, apparently quite unintimidated by the forces arrayed against them.

By 1911, the case of Conley vs. Ballinger, 216 U.S. 84 (1910), had reached the United States Supreme Court, where Eliza B. Conley became one of the first women admitted to plead a case. Her arguments were rejected, however, as the Court ruled that the United States Government was not legally bound by the treaty which it had signed in 1855, and that Citizen Class Wyandots such as the Conley sisters had no legal rights in the matter:

"The United States maintained and protected the Indian use or occupation against others but was bound itself by honor, not by law."

"That the words 'shall be permanently reserved and appropriated for that purpose,' like the rest of the treaty, were addressed only to the tribe and rested for fulfillment on the good faith of the United States - a good faith that would not be broken by a change believed by Congress to be for the welfare of the Indians."

"That the plaintiff cannot establish a legal or equitable title of the value of \$2,000, or indeed any right to have the cemetery remain undisturbed by the United States."

Harsh as it seems, it was the last point of the opinion that was the determining factor. Justice Oliver Wendell Holmes indicated that if the sisters could have demonstrated a greater financial interest, the decision would have gone the other way.

As the fight over the cemetery dragged on, public opinion gradually swung over to the side of the sisters. Their cause was eventually taken up by Senator Charles Curtis of Kansas, who was himself partly of Kansa Indian descent (a fact he tended to remember or forget, depending on the political circumstances). Curtis was successful in getting the sale authorization repealed on February 13, 1913, and the Conleys' struggle reached its end.

In 1916 Congress approved an authorization for \$10,000 for improvements to the cemetery. Plans were prepared which included stone walled entries to the cemetery on both 7th Street and Minnesota Avenue, with ornamental iron gates at the 7th Street entry, ornamental light fixtures similar to those found in several of the city parks, and a paved walk through the center of the cemetery connecting the entrances. (This sidewalk, which most modern viewers take for granted, did not exist at the time of Connelley's 1896 survey, and may actually cover several graves.) A branch of the walk led to a steep flight of steps on the eastern side of the cemetery, tying the improvements to the new Carnegie Library in the center of Huron Place and its surrounding park.

An agreement with the City of Kansas City, Kansas for the carrying out of these improvements was signed on March 20, 1918. As part of the agreement the Government was to pay \$1,000 to the City, and the City in turn agreed:

"To forever maintain, care for, preserve the lawns and trim the trees and give the grounds the same and usual attention that it gives to its city parks within the main part of the city, and particularly Huron Park adjoining the Cemetery; and that the City of Kansas City, Kansas, will furnish police protection equivalent to that furnished for the protection of Huron Park; and furnish all electrical energy free of charge for the maintaining of the electric lights, as provided for in the plans and specifications, maintaining and keeping in place all globes and fixtures, and give said Cemetery any and all care that a park of its nature in the heart of a city should demand."

The agreement was signed by Henry B. Peairs, Superintendent of Haskell Institute, for and in behalf of the Commissioner of Indian Affairs, and by H. A. Mendenhall, Mayor of Kansas City, Kansas. It was subsequently approved on April 17, 1918, by E. B. Merritt, Acting Commissioner of Indian Affairs.

Despite the extensive improvements and the perpetual maintenance agreement with the City, the cemetery continued to lead an up-and-down existence. When maintenance of city parks was virtually abandoned during the years of the McCombs administration (1927-1947), the cemetery suffered accordingly. There were several local efforts to clean up the cemetery in the 1940s and 1950s, but vandalism was also on the rise during this period, resulting in extensive damage to several of the larger monuments, and it was difficult to get the City to take any responsibility for cemetery conditions.

The most serious of the later challenges to the cemetery came after World War II, when the Wyandotte Tribe of Oklahoma (as the name was now spelled) renewed its efforts to sell the

property. As before, these efforts required the consent of Congress, as the property technically still belonged to the U.S. Government rather than to the Oklahoma Wyandots. The first attempt, spearheaded by an Oklahoma congressman, came in 1947-49, and was vigorously (and successfully) resisted by Congressman Errett P. Scrivner of Kansas, supported by local attorney and historian Grant W. Harrington.

Then on August 1, 1956, Congress terminated the Wyandotte Tribe of Oklahoma's status as a Federally recognized and supervised tribe, and again authorized the sale or transfer of the cemetery, with the stipulation that the matter be concluded by August 1, 1959, after which the authorization was to be automatically rescinded. This attempt was strongly opposed by many Wyandot descendants and Kansas City, Kansas residents, and eventually came to naught, in part because of the Oklahoma Wyandots' rejection of the appraised value of the property as too low.

In September, 1965, the Wyandotte Tribal Council in Oklahoma unanimously adopted a resolution calling for the cemetery to be preserved and designated as an historic site, but letters indicate that the Department of the Interior was still looking into possible transfer of the title in the property as recently as 1968. At that time, the Kansas City, Kansas Urban Renewal Agency initiated the Center City Urban Renewal Project, and decided to make a second major renovation of the cemetery property one of the features of the project. At the Agency's request, in 1970 the City adopted its first historic landmarks ordinance and proceeded to list just one site, the Huron Indian Cemetery. This was followed on September 3, 1971, by the entering of the cemetery on the National Register of Historic Places, again one of the first such sites in Kansas City, Kansas.

There were numerous delays to the cemetery improvements, and the Urban Renewal Agency had actually ceased to exist by the time that the work was finally carried out under City supervision in 1978 and 1979. As part of the project, a temporary construction easement and a 20 year grant of right-of-way to the City for maintenance of the new improvements were approved by the Wyandotte Tribe of Oklahoma, with the rather unusual proviso that no new burials could take place in that time. This last requirement was apparently aimed at the Citizen Class Wyandot descendants.

At the groundbreaking ceremonies held on May 16, 1978, it was announced that President Carter had restored the Wyandots' status as a Federally recognized supervised tribe the previous day. Many tribal Wyandots and Citizen Class descendants were present to hear the news, united in their concern for their common history. Designed by the architectural firm of Buchanan Architects and Associates, the improvements included three new entrances from North 7th Street Trafficway on the west, Minnesota Avenue on the north, and the Municipal Rose Garden to the east, a refurbished interior sidewalk, and numerous new bronze grave markers.

Because the research for the project had been left incomplete at the time of Urban Renewal's demise, certain errors inevitably crept into the marking of graves. In part this stemmed from the use of a faulty typed transcript of the Connelley survey, and in part from reliance on the 1896 survey to the exclusion of other sources. After extensive research, a full remarking program funded by local tax monies was carried out by the Kansas City, Kansas Parks Department in 1991. Vandalism of the stone monuments has continued to be a problem, together with the theft (for sale to scrap dealers) of various bronze markers and tablets, but the City has lived up to its maintenance obligations, replacing the missing tablets as necessary.

In February, 1994, the old disagreements flared once again when Principal Chief Leaford Bearskin of the Wyandotte Tribe of Oklahoma, in partnership with Florida gaming interests, proposed the removal of all the graves in the Huron Indian Cemetery to Oklahoma, and the erection of a 40,000 to 50,000 square foot, high-stakes bingo parlor on the site. The proposal was made public on March 7, and immediately raised a storm of protest, not only from Citizen Class Wyandot descendants and the residents of Kansas City, Kansas, but from some of the younger, more history-conscious members of the tribe as well. Some felt that the proposal was

only a negotiating ploy, with the tribe's real objective being the establishment of Indian gaming at another location in Kansas City, Kansas, preferably at the struggling Woodlands Race Track in the western part of the city. The Kansas City, Kansas City Council expressed strong opposition to the cemetery proposal, but made it clear that it would support a casino at the Woodlands.

Although the public aspects of the controversy seemed to die down for a time, the tribe had not ended its efforts. An attempt in April, 1994, to claim the former federal courthouse property across North 7th Street Trafficway from the cemetery was rejected, first by the Muskogee Area Director, Bureau of Indian Affairs, and then on October 25, 1995, by Chief Administrative Judge Lynn of the Office of Hearings and Appeals, Interior Board of Indian Appeals. Judge Lynn's opinion did a thorough job of examining the history of the various Wyandot treaties, and noted that the cemetery was the only land in Kansas to which the Oklahoma tribe might have a claim, but expressly stopped short of stating that the cemetery was reservation property. At the same time, the local Citizen Class descendents, incorporated as the Wyandot Nation of Kansas, attempted to strengthen their position by formally petitioning the Bureau of Indian Affairs Branch of Acknowledgement and Research on March 27, 1995, for Federal recognition of their Indian status.

By early 1996 the Wyandotte Tribe of Oklahoma had obtained options on at least four properties adjacent to the cemetery, including the Huron Building on the west and the Scottish Rite Temple on the south, and in March proposed that the Bureau of Indian Affairs declare these properties to be Indian Trust Land, immune to both city ordinances and state statutes. The initial plan was to clear these properties, with the possible exception of the Scottish Rite Temple, and erect an Indian casino adjacent to the cemetery. The plans shown to the City's Director of Economic Development also included the purchase or lease of the Municipal Rose Garden in the public park east of the cemetery from the City, possibly for the construction of a parking lot.

The Kansas Historic Preservation Office expressed the opinion that, as the tribe's proposal involved several properties listed on the National Register of Historic Places, the act of declaring the properties to be Indian Trust Land would probably require Section 106 review at the Federal level, but this was not done and in May a source in the Bureau of Indian Affairs indicated that declaring the optioned properties to have trust status was on a "fast track" and might happen within a matter of days. This was quickly followed by the tribe's exercise of its option to purchase the Scottish Rite Temple from its new owner for \$180,000. Despite the opposition of Governor Graves of Kansas, on June 6, 1996, Secretary of the Interior Bruce Babbitt designated the Scottish Rite Temple as Indian Trust Land on the questionable grounds that the adjacent Huron Indian Cemetery was considered to be part of an Indian Reserve, and approved both properties for Indian gaming.

A temporary injunction staying the Secretary of the Interior's action was obtained by the State of Kansas (and soon dismissed), and the State and four Indian tribes resident in the state, joined by the Wyandot Nation of Kansas, filed suit challenging the Secretary's action on July 12, 1996, but both the Oklahoma tribe and the City proceeded on the assumption that the action was valid. The tribe made it clear that it would prefer a casino at the Woodlands, with the Scottish Rite Temple as an alternative location of last resort, and began negotiating with the City to try to bring that about. This resulted in a memorandum of understanding between the City and the tribe for the provision of public services at the Woodlands site in return for a 5.9 percent share of the gambling proceeds. But with no agreement with the State of Kansas in sight, the tribe again began talking about removing the graves from the cemetery and building there, or alternatively, erecting a casino on piers in the air above the cemetery. In September, 1997, the tribe stated that they were about to initiate a grave-locating project, possibly using ground-penetrating radar, but no such action took place. This latest proposal finally forced Congress to act, passing legislation sponsored by Senator Sam Brownback of Kansas on October 28, 1997, ensuring "that the lands comprising the Huron Cemetery are used only...as a cemetery and burial ground."

On July 11, 1998, the Wyandotte Tribe of Oklahoma and the Wyandot Nation of Kansas signed a settlement agreement regarding both the cemetery and the adjacent Scottish Rite Temple. The agreement called for the permanent protection and preservation of the cemetery as a cemetery and burial ground for both parties, their members and families, and that the Oklahoma Wyandots would not sell, transfer, convey or in any way encumber their interests in the cemetery. The agreement also called for the Scottish Rite Temple (mistakenly called the "Shriners' Building" by the Oklahoma tribe) to be used solely for governmental purposes consistent with the cemetery, including the development of a cultural center and museum. There was to be a five-member Huron Cemetery Commission, with two members from each group and a fifth member chosen by the other four, charged with the restoration, protection and maintenance of both properties. The agreement called for the Wyandot Nation of Kansas to cease participation in the 1996 lawsuit and drop their opposition to gaming at a site other than the Scottish Rite Temple, and for the Oklahoma tribe to take no action regarding the Kansas Wyandots' effort to obtain Federal recognition. Although well intentioned, the agreement was predicated on two things, approval of another gaming site in Kansas City, Kansas, and approval of the settlement agreement by the Bureau of Indian Affairs. To date, neither has occurred.

In March of 2000, U.S. District Court Judge Richard D. Rogers threw out the lawsuit filed by the State and the indigenous tribes against Secretary Babbitt on a technicality, ruling that the Wyandotte Tribe of Oklahoma and its economic interests were essential parties to the lawsuit, but because the sovereign tribe would not consent to be sued, the case had to be dismissed. The State immediately appealed the decision, but that summer, the tribe hired a contractor, J. E. Dunn Construction Company (but apparently no architect), erected a tall chain link fence around the Scottish Rite Temple property (and part of the adjoining city park property as well), and began work on the conversion of the building into a casino. Part of the plan included the construction of massive service towers adjacent to both the north and south facades that would dramatically alter the building's historic appearance. As the property was now presumably part of an Indian reserve, no building permits from the City were either applied for or required. When work began on the foundations of the service towers, concern was expressed that there might be Wyandot graves in an area so close to the cemetery, and construction was briefly halted until it was determined that the difference in elevation between the two properties made the presence of surviving graves extremely unlikely.

In an attempt to improve public relations, the contractor invited a number of City and State officials to tour the property to view the work going on in the interior. In the course of the tour, it was discovered that the contractor had never been told that this was a National Register listed property, and that four Arts and Crafts fireplace mantels designed by the building's architect, W. W. Rose, had been removed from the building and apparently trashed or otherwise disposed of. A subsequent phone call to the Bureau of Indian Affairs office in Oklahoma having jurisdiction in this matter disclosed that the Bureau was unaware that this project was going on, and the person talked to expressed doubt that the Wyandotte Tribe of Oklahoma could be funding the project without federal monies being involved. Another temporary injunction halting the project was then obtained by the State of Kansas, and a second suit threatened alleging violation of the Federal statutes governing properties listed on the National Register of Historic Places. At that point, all work on the building ceased.

On February 27, 2001, a three-judge panel of the 10th U.S. Circuit Court of Appeals in Denver overturned Judge Rogers' decision and reinstated the State's first lawsuit, ruling that the tribe was not an essential party to the action since the Interior Department represented its interests. It also ruled that Secretary Babbitt had overstepped his authority in declaring the tracts to be a reservation and to allow gambling. Rather, the Indian Gaming Regulatory Act of 1988 created the National Indian Gaming Commission as the sole regulatory authority to settle such matters, which the court critically noted was not consulted prior to Babbitt's action.

The panel then went further, and “in the interests of judicial economy” ruled on the central question of whether or not the two properties constituted a reservation, finding that the Huron Indian Cemetery is not reservation land and has not been since the ratification of the treaty of 1855. The court also held that reservation lands for purposes of tribal gambling were intended by Congress to mean a tribe’s ordinary place of residence as an effort to provide local economic development and jobs for tribal members, whereas “The Wyandotte Tribe ... resides more than 200 miles away and would have to leave the Oklahoma reservation to work in the facility.” Worse, the court said, Babbitt’s “muddled” expansion of the reservation concept would open the door to tribal gambling on similar trust lands held by the government on behalf of other tribes. On appeal to the full 10th U.S. Circuit Court of Appeals, the initial Appeals Court ruling was upheld. On further appeal to the U.S. Supreme Court, the court declined to hear the matter, leaving the Appeals Court ruling to stand. That apparently settled the matter, at least as far as the cemetery’s status was concerned.

On June 18, 2001, the Oklahoma tribe tried a new tack, and filed suit against the City of Kansas City, Kansas, the U.S. government, and the various owners of three sections of land in the northeast area of the city, as well as two adjoining partial sections that the suit claimed were the result of accretion due to the shifting of the Missouri River. The area in question included the Fairfax Industrial District, and the property owners specifically mentioned in the suit included International Paper Company, Owens Corning Fiberglass, and General Motors. The suit claimed that these three sections were the same sections that the Wyandots received by gift from the Delaware Nation in the treaty of December 14, 1843; that since the treaty of January 31, 1855 referred only to the land purchased from the Delaware, the Wyandots had intended that the three gifted sections not be included in the lands ceded to the U.S. government in that treaty; and that as a result, when the U.S. government subsequently issued patents of title to unnamed parties to lands in those three sections, those patents of title were not legally valid. In short, the Wyandotte Tribe of Oklahoma had never relinquished title to those three sections, and they wanted their land back.

The suit also claimed that the four exceptions to the individual allotments listed in Article 2 of the treaty of 1855 (including the Huron Indian Cemetery) were instead exceptions to the lands ceded to the U.S. government – essentially the same claim that was being made with regard to the three sections – but this claim was apparently secondary to the suit’s main focus. Although not included in the language of the suit, ensuing newspaper articles repeatedly stated that the Wyandotte Tribe had been moved by the government to Oklahoma as a result of the 1855 treaty, and that the government then sold or gave patents of title to the former Wyandot lands to white settlers.

Historically this was nonsense, although obviously very few people were aware of that. Legally, the whole case seemed to hinge on the fact that the treaty of 1855 did not specifically allude to the three gifted sections but only to land purchased, but this left a number of points unaddressed:

1. The three specific sections claimed in the suit did not exist as surveyed government sections when the Wyandots acquired the land from the Delaware in 1843, when Congress approved the acquisition agreement on July 25, 1848, or for that matter when the treaty of 1855 was signed and ratified. The three gifted sections (and the 36 sections purchased) were only referred to originally as a general measurement of the amount of land area being acquired; the 1843 treaty could have just as easily referred to 1,920 acres given and 23,040 acres purchased. The treaty specifically stated that each of the three sections given and each of the 36 sections purchased was to contain 640 acres, leaving little doubt as to the intent of the two parties to the agreement. This was further reinforced by the purchase price of \$46,080, which comes to \$2.00 an acre for the 36 sections purchased.

Aside from John C. McCoy's boundary survey in the spring of 1851⁴, the lands of the Wyandott Purchase were first surveyed and divided into the present, mapped townships, sections, half sections and quarter sections, under the system established by the Land Ordinance of 1785, by government surveyors in September and October of 1855. (Article 3 of the treaty of 1855 specifically stated, "As soon as practicable after the ratification of this agreement, the United States shall cause the lands ceded in the preceding article to be surveyed into sections, half and quarter sections, to correspond with the public surveys in the Territory of Kansas.")

That there was no one-to-one correspondence between the sections originally acquired in 1843 and the government sections as subsequently surveyed in 1855 was borne out by the Delaware Tribal Council's complaint on July 10, 1856, that the new government survey of the Wyandott Purchase extended beyond McCoy's survey line of 1851. Moreover, because of the adjustments necessary to fit "square" sections to the curvature of the earth, the government-surveyed sections are not uniform in size. In contradiction to the treaty of 1843, one of the three sections now being claimed is actually a "short" section of substantially less than 640 acres. That being the case, how did the Wyandotte Tribe of Oklahoma and its attorneys determine just which three sections of land were the ones that the Wyandots received as a gift?

2. The suit presumed that the Wyandott Purchase was ceded to the U.S. government unconditionally, at the government's instigation, and that the government then disposed of the ceded lands as it chose. In actuality, the Wyandots had pursued just such a treaty for five years with two goals in mind: U.S. citizenship for tribal members and the individual ownership of tribal lands (severalty), as at the time, the government held that all land on Indian reserves was owned by the tribe in common, regardless of whatever arrangements or divisions the tribal members might have made among themselves. The treaty of 1855 gave the Wyandots both citizenship and severalty, and the cession of the Wyandott Purchase to the U.S. government was done strictly as a procedural matter.

As called for under Article 2 of the treaty, all of the lands ceded to the government, including the three sections in question, were then surveyed, subdivided into individual allotments, and patents of title to the allotments were then issued to the individual members of the tribe regardless of class. And as noted above, under Article 2 the only exceptions to the individual allotments were the two acres allotted to the Wyandots' Methodist Episcopal Church, the two acres allotted to the Wyandots' Methodist Episcopal Church South, the four-acre Wyandott National Ferry tract (which was to be sold to the highest bidder among the Wyandots and the proceeds from the sale

⁴ The purpose of the survey, begun March 25, 1851, was to establish the precise boundary between the 39 sections of the Wyandott Purchase and the remainder of the Delaware Reserve. The survey was commissioned once the 1843 treaty had finally been ratified by the U.S. Senate and the matter of the 148,000 acres promised in the treaty of 1842 had been settled.

distributed to the tribal members), and the Huron Indian Cemetery, which was to be permanently reserved for cemetery purposes. The cemetery, and only the cemetery, became and remained U.S. government property as a result of the treaty.

It should be emphasized that the Wyandot Tribal Council was deeply involved in this whole process. As provided for under Article 3 of the treaty, the tribal council appointed two of the three commissioners who oversaw the division and assignment of allotments,⁵ the tribal council determined who was entitled to be entered on the tribal rolls and in what class, whether Competent, Incompetent or Orphan, they would be listed in, and the tribal council approved the final rolls and allotment schedule. Moreover, every one of the 555 Wyandots listed on the tribal roll received an allotment; they were not limited to just those who chose to become citizens. All of this is reflected in the tribal council minutes for the years 1855-1862, a copy of which is still extant, the numerous extant communications between the Wyandott Agency and the Bureau of Indian Affairs, and of course the tribal rolls, allotment schedule, and plat of the allotments that were issued together on February 22, 1859. Given this level of involvement, it is obvious that the Wyandot Tribal Council did not somehow forget about or overlook the three gifted sections; they never intended to treat them separately. That being the case, did the Wyandotte Tribe of Oklahoma and its attorneys not know (or choose to disregard) that the chain of title for each and every property in the three sections in question begins with the individual Wyandot who received his or her title to the land under the Wyandott Allotments?

3. The suit claimed that the Wyandot Nation never intended to relinquish ownership of the three sections in question. The chief difficulty with this claim is that under Article 1 of the treaty of 1855, the Wyandot Nation was dissolved; it ceased to exist as a separate, recognized political entity. The tribal organization (the elected Wyandot Tribal Council) was to continue to function until all the terms of the treaty had been fulfilled, and it did so, the last regular tribal council election being held on August 14, 1860, and the last entry in the council minutes book being dated July 9, 1862, by which time all the individual patents of title to the Wyandott Allotments had been issued. This dissolution of the Wyandot Nation was the reason why title in the Huron Indian Cemetery remained with the U.S. government.

As noted above, one of the goals of the Wyandots was U.S. citizenship. At the time, American Indians were considered to be the citizens of separate but dependent nations, and as a group did not become U.S. citizens until 1924. Of the 555 Wyandots listed on the 1855 treaty roll as legally resident on the Wyandott Purchase (and therefore eligible for both allotments and monetary payments under the terms of the treaty), 414 individuals in the Competent Class became U.S. citizens, while 60 individuals in the Competent Class chose to defer citizenship as provided for under Articles 1 and 3 of the treaty. There were also 40 Wyandots listed in the Incompetent Class and 41 minor children listed in the Orphan Class, who under Article 3 of the treaty had guardians appointed to watch over their financial affairs and whose allotments were restricted from alienation. Although not citizens, the individuals in the Incompetent and Orphan classes were not wards of the government; their guardians were private individuals (for the most part tribal members) appointed by the Wyandot Tribal Council.

Among the minority that chose to defer citizenship, as well as some of the less assimilated Wyandots listed in the Incompetent Class, there was a strong desire to relocate to Indian Territory and continue tribal relations, feelings that were probably reinforced by the violent turmoil of the "Bleeding Kansas" period. In the summer of 1857,

⁵ The commissioners appointed by the tribal council were John C. McCoy and Lot Coffman, both with experience as surveyors. The government-appointed commissioner was Maj. Benjamin F. Robinson, the Delaware Indian Agent.

a group (perhaps no more than 80) of these “Emigrating Party” or “Indian Party” Wyandots moved on their own initiative to the Seneca Reserve in what is now northeastern Oklahoma. This was done with the assistance of the Wyandot Tribal Council but with no initial involvement of any kind by the U.S. government.

After some eleven years of back-and-forth movements by various individuals between Indian Territory and Wyandotte County, failed treaty drafts and often bitter intra-tribal arguments, a treaty was signed in Washington, D.C., on February 23, 1867, by two representatives of the Indian Party faction,⁶ which allowed the Indian Party Wyandots to purchase 20,000 acres of the Seneca Reserve between the Neosho River and the Missouri state line and resume tribal relations. Under this new treaty, membership in the reorganized tribe was restricted to those Wyandots who had deferred citizenship, those in the Incompetent Class and those in the Orphan Class (and their descendents), and the restrictions on alienation of the allotments held by the latter two groups were lifted. The large majority of Wyandots who had become U.S. citizens under the treaty of 1855, the so-called Citizen Class, could only become members of the reorganized tribe if formally adopted back into the tribe after tribal reorganization was completed. The treaty wasn't ratified by the United States Senate until over a year later, on June 18, 1868, and tribal reorganization was not finally carried out until the summer of 1871, with the first official adoptions of Citizen Class Wyandots coming in February, 1872. This was the origin of the present Wyandotte Tribe of Oklahoma. That being the case, how could the Wyandotte Tribe of Oklahoma and its attorneys now claim that they have been the rightful owners of the three sections in question since 1855?

It was speculated by some of the more cynical observers that one possible purpose of the lawsuit was not to seriously claim that the Wyandotte Tribe of Oklahoma was the legitimate owner of the properties in question, but rather to state a claim with just enough apparent validity that it could raise questions about land titles, making the obtaining of loans and the sale of property more difficult for the present property owners of record to accomplish. This would explain the choice of the three sections in question, as they included some of the most valuable industrial real estate in Kansas City, Kansas, as well as certain governmental properties including the new Federal courthouse. This in turn could give the tribe a strong bargaining chip in dealing with the State and Federal governments, possibly leading to an out-of-court settlement giving the tribe both money and a grant of land in Wyandotte County on which to establish a casino, which had always been Chief Bearskin's long term goal.⁷

In January, 2002, the lawsuit was abruptly dropped. In part this was in response to Federal legislation that, if passed, would have given the Wyandotte Tribe of Oklahoma the right to establish a casino operation at some undetermined location in Wyandotte County regardless of State opposition. But it may also have been belated recognition that the historical premises of the lawsuit could not be supported by the facts. Attention now shifted back to the Scottish Rite Temple property, and questions about how the property was acquired.

As subsequently reported in an Associated Press article, in 1984 the U.S. government finally paid the Wyandotte Tribe of Oklahoma \$100,000 in long-delayed compensation for the land first promised in 1842. (Despite the clear intent of both the treaties of 1855 and 1867, apparently no part of the payment went to descendents of the Citizen Class Wyandots.) Under the Indian Gaming Regulatory Act of 1988, if that money was used to buy other land, and if no other tribal funds were required for the purchase, then the Secretary of the Interior would be

⁶ The signatories were Tauromee and John Kayraho, who had been chosen Principal Chief and Second Chief respectively of the non-citizen or Indian Party faction.

⁷ One possible problem with this scenario is that the Wyandotte Tribe of Oklahoma's locations of choice are on land that was never part of the Wyandott Purchase. From 1829 until 1867, both sites were part of the Delaware Reserve, and it has been strongly hinted that should a Wyandotte casino be approved, the Delaware will themselves file suit contesting such a decision.

obliged to take the land into trust for the tribe. This trust status would in turn qualify the land for Indian gaming. However, if other tribal funds were used for the purchase, trust status would not be automatic.

On March 11, 2002, Secretary of the Interior Gale Norton ruled that the Scottish Rite Temple qualified for automatic trust status under the 1988 law. The Interior decision was worded cautiously, stating that an audit ordered by the 10th U.S. Circuit Court of Appeals as part of the previous lawsuit had determined that the "initial" \$100,000 investment, commingled with other tribal funds, had grown at one point to \$212,169. Assistant Interior Secretary Neal McCaleb, who signed the Federal Register notice, stated that funds used to purchase the Scottish Rite Temple property were from the account that initially contained the \$100,000. As in 1996, there was no Section 106 Review of the Secretary of the Interior's action, despite the property's listing on the National Register of Historic Places.

Not surprisingly, on April 10, 2002, for a third time the State of Kansas and the four Indian tribes resident in the state filed suit against the Department of the Interior. According to the Associated Press article, the suit alleged that Secretary Norton ignored the right of the State and the Kansas tribes to be consulted before the decision was made on behalf of the Wyandotte Tribe of Oklahoma. The suit further contended that \$25,000 of the \$100,000 the Oklahoma tribe had received was spent by the tribe years ago to buy land near Wichita, and that other Federal records show that the tribe actually spent either \$180,000 or \$325,000 for the purchase of the Scottish Rite Temple, not \$100,000.

The next day, Thursday, April 11, the Wyandotte Tribe of Oklahoma upped the ante. Without prior notice to anyone, the tribe had 200 slot machines delivered to the partially gutted building. (It was later revealed that the machines were missing essential parts and were therefore not in working order.) The City was apparently caught off guard by the action, but soon released a statement saying that it was a matter between the Wyandotte Tribe of Oklahoma and the State and Federal governments, and repeating the City's support of a casino in Wyandotte County, just not at this location. Governor Graves of Kansas issued a statement that was considerably stronger: "I am asking the Kansas Attorney General's Office and the U.S. Attorney's Office to investigate this activity by the Wyandotte Tribe. I am confident this tribe does not have the authority to conduct gaming activities or possess gaming machines in Kansas."

The statements of the Wyandotte Tribe's attorney, Paul Filzer, were equally aggressive, declaring that "Kansas has no jurisdiction," and that Governor Graves could not set one foot on property that was now "Indian Country." Chief Bearskin's statements to the press were more to the point: "This is a temporary maneuver until we get what we want."

On Wednesday, April 17, the tribe began moving mobile building units onto the Scottish Rite parking lot on the north side of the building, immediately adjacent to the cemetery. This would enable them to establish a temporary gaming facility relatively quickly, given the condition of the building itself. The plans called for five or six trailer units to be linked together to form a 3,600 square foot casino, with few amenities other than the slot machines and a snack bar. A breezeway would connect the trailers to a smaller trailer at the rear housing public restrooms that could be tapped into the public sewer serving the Temple building. At the same time, negotiations began with the City for a municipal services agreement that would provide utility hookups, parking, and other public services in exchange for a percentage of casino revenues and adherence to local building and health codes. Chief Bearskin stated that they hoped to open within 60 to 90 days, but Mr. Filzer's comments were more cautious than they had been the week before: "If the Interior Department's notice was wrong, that this is not trust land, the tribe has no right to game on it."

Then on Monday, April 29, the matter took another unexpected turn. In a prepared statement, Chief Bearskin said that the slot machines delivered just two and one-half weeks before would be returned to the manufacturer, as they were not the "appropriate machines" for

the tribe's planned casino operation. Thus the matter stood at the end of April, 2002.

HURON PARK AND SEMINARY PLACE

The central area of Huron Place sat vacant for over ten years after it was platted and designated public land. In 1867, the state legislature established the present system of public schools in Kansas, and Wyandotte School District No. 1 was organized. The new Board of Education asked the Wyandotte City Council to convey to it that portion of Huron Place which was marked Seminary Place on the plat. Instead, the council by resolution granted that part "bounded on the east by Sixth Street, on the north and south by church lots named on the plat and west by a line drawn from the western boundaries of said church lots." The Board of Education wanted more ground and so the council, in a second resolution, gave an additional 65' running the whole length of the first grant. The next year the Central School, a two-story, nine-room brick building with a seating capacity of 542 and heated with steam, was built. For many years this was the principal school building in Wyandotte.

By the mid 1890s, the old Central School was seriously outmoded, and the Board of Education began to consider plans for a new high school building on the same site. The City went into court and asked for an injunction restraining the Board of Education from erecting its proposed building, alleging that the ground known as "Huron Place" had been dedicated by the town company for park purposes only and that the Board of Education had no rights there. The District Court granted the injunction. The immediate effect of this was to change the location of the new high school to the northwest corner of 9th and Minnesota, while a new Central Elementary School was built on the site of the present Wyandotte County Courthouse.

The Board of Education appealed the case to the State Supreme Court, and here the judgment of the District Court was reversed, the Court holding that the marking "Seminary Place" on the original plat showed the purpose for which the grant was intended; that a seminary was a school; that the Board of Education was rightfully in possession; and that the resolutions passed by the City Council thirty years before neither added to nor took from its rights. The judgment was reversed with instructions to ascertain the boundaries of the tract designated as "Seminary Place" and to quiet the title of the Board of Education thereto as against the City. The city engineer was called upon to locate the boundaries and his report was accepted by the District Court. It showed a frontage of 154 feet on 6th Street, 88 feet on Minnesota Avenue and 88 feet on Ann Avenue. These three frontages were connected by boundary lines of curves, tangents and radii which rendered exact the approximations of the original town plat. (To the unprejudiced eye, the curving lines on the original plat look suspiciously like the outline of a proposed system of broad ornamental walks through the park.)

The Legislature of 1893 had passed a special act giving the Board of Education of Kansas City, Kansas, authority to levy a half mill tax for library purposes. Nearly six years went by, however, before the board acted. At a meeting of the Board of Education on January 2, 1899, the Board accepted the responsibility of library administration for the city and established a public library. The library's first quarters were in rented space at Seventh and Minnesota, and were later changed to Fifth and Minnesota.⁸ In the meantime a connection had been made with Andrew Carnegie and on August 5, 1901, his offer of \$75,000 for a library building was accepted by the Board of Education.

A "gentleman's agreement" was made with the City Council whereby the two governmental entities which had been so recently contending in the courts would pool their interests in Huron Place. By the terms of this agreement the new Carnegie library building was to have a suitable place and all the rest of the square was to be converted into a park to be under City control. The City then passed an ordinance providing for the grading of Huron Place, and

⁸ The first librarian was Miss Elizabeth "Libbie" May Dickinson, a cousin of poet Emily Dickinson, who had come west to teach school in Quindaro in 1859 at the age of twenty-two. Miss Dickinson was also one of 21 founding members of the Wyandotte County Historical Society in 1889.

some twenty feet or more was taken off the hill on which the old Central School building once stood, reducing the grade to its present level and leaving the adjacent Huron Indian Cemetery isolated at the top of a steep slope.

The designer of the new Carnegie Library was William W. Rose, official architect for the Board of Education. The cornerstone of the building was laid on September 6, 1902, with three thousand people in attendance. When the library opened in 1904 it had 5,500 books on its shelves, with a total circulation in its first year of operation of 60,192. In addition to the library, the building also housed the offices of the Board of Education. As the building occupied the central portion of Seminary Place (ignoring an overlap of one corner onto City property by some four feet), the decision of the State Supreme Court remained intact.

The Beaux-Arts library building was given an appropriate setting in 1907, when the City fulfilled its part of the agreement by developing the surrounding park as the first in a series of new park improvements. George E. Kessler, designer of Kansas City, Missouri's park and boulevard system, was retained to lay out a similar system for Kansas City, Kansas, with Huron Park as its central showpiece. The design produced by Kessler's associate, Henry Wright, included curving walks and steps tying the three segments of the park to the library and to each other, with a paved plaza between the front of the library and Minnesota Avenue, graced by a large fountain and lily pool and surrounded by flower beds. The walks and steps built as part of the cemetery improvements in 1918 completed the linking together of the various elements within the square. (It should be noted that Kessler and Wright are today considered to be major figures in the history of American city planning and landscape architecture.)

In 1936, the Municipal Rose Garden was carefully inserted into Kessler's sweeping walk pattern on the south side of the park facing Ann Avenue. Built as a W.P.A. work relief project, the first year's planting in some fifty rose beds was lost to drought. After replanting, the rose garden was dedicated by Parks Commissioner Henry F. Schaible in a ceremony held the evening of May 31, 1937.

Matters stood thus for some thirty years. But by the early 1960s it was becoming increasingly apparent that the Board of Education's office facilities were outmoded and in drastic need of expansion. The Board therefore decided to build a new library building on City park property to the north of the old, demolish the old building and replace it with a sizeable parking lot. The architect chosen for the new building was Joseph W. Radotinsky. The new library was completed in 1965 and the old (and possibly aesthetically superior) building was subsequently demolished once books and offices were transferred.

In addition to the greater portion of new building itself, portions of the parking lot and all of the access road from Ann Avenue were built on City property. A swap of properties within Huron Place had been worked out between the Board of Education and the City in the summer of 1961, with the Board gaining much more than it gave up. When the parcel map was subsequently prepared for the Center City Urban Renewal Project, all of the property occupied by the new improvements was shown as Board of Education property, with Seminary Place nowhere in sight. A letter exists from the Urban Renewal Agency's attorney to the Agency director stating that this was all probably illegal, contrary as it was to the State Supreme Court decision, but the action was never challenged.

While the new library wiped out the plaza and fountain that formerly fronted on Minnesota Avenue, the original walks and flower beds still exist to the east and to the south of the new parking lot. In the case of the latter area, the rose garden, stone piers and iron gates as well as an octagonal stone gazebo with a peaked roof are still in place. The pergola supported by Doric or Tuscan columns which once flanked the gazebo has been gone for many years. A rose garden renovation project carried out in 1989 resulted in the removal of the roses (which the City could no longer afford to maintain), and the partial paving of the area with a semi-circular brick plaza.

NORTHEAST CHURCH LOT

The Church Lot at the northeast corner of Huron Place where the United Missouri Bank building now stands remained a weed and brush patch for years. In 1868 the County Commissioners asked to purchase it as a site for a courthouse and jail. Isaiah Walker, Treasurer of the Wyandott City Company, appeared before the board and offered the tract to the County for \$750.00. The board countered with a resolution offering \$700.00 for the tract. This offer was accepted, warrants were issued in the name of the town company aggregating \$700.00, Isaiah Walker was receipted for the same, and they were duly paid. On September 8, 1868, John McAlpine as Trustee for the town company executed and delivered to the County a deed to the property.

So far as the records show the County never took possession of this lot, nor attempted to exercise any authority over it, until January 12, 1880, when the commissioners ordered it surveyed and fenced. A year and a half later, on June 15, 1881, the commissioners leased the lot for a period of five years at \$100.00 per year to a lumber yard, reserving the right to cancel the lease at any time. It did this on January 16, 1882, when the commissioners passed a resolution calling for a new courthouse to be built upon the plot of ground owned by the County in Huron Place, now occupied by the Wyandotte Lumber Company.

The First Presbyterian Church of Wyandotte traced its origins to 1857 and the missionary efforts of the Rev. Eben Blachly, the well-known Presbyterian minister from Quindaro who was the founder of Freedman's University. Despite this early start the church was not formally organized until September 18, 1881. On February 21, 1882, the church commenced legal action against the County Commissioners to restrain the County from exercising any jurisdiction over the northeast lot. The church, in its petition, alleged that this lot had been dedicated on the town plat for church purposes; that this church was the one for which the lot had been intended; that the deed to the County should be held null and void; and that the County should be adjudged to hold the lot in trust for the church.

At the trial in District Court the dedication on the plat of this lot for church purposes was shown. It was also shown that the records of the Wyandott City Company disclosed that on May 2, 1857, it was resolved that, "A church lot be appropriated to the use of the Presbyterian Church, New School on application of Mr. Goodrich." Judge Wagstaff found for the church, holding that the County held its deed from the town company only as a trustee for the church and quieting the title to the property in the church. The County appealed the case to the State Supreme Court, where the judgement entered by Judge Wagstaff was affirmed.

The church took possession of the property and erected a small frame building on the south end of the lot facing 6th Street, where the first services were held in November, 1884. But by 1888, two double track street car lines had been constructed adjacent to the property, one on Minnesota Avenue and the other on 6th Street, the latter being placed in a stone-walled cut about fifteen feet in depth in front of the church building, in order to go through a tunnel under Minnesota Avenue. The continued use of the property for church purposes was rapidly becoming questionable.

On April 11, 1888, the First Presbyterian Church and O. S. Bartlett filed a petition in the District Court asking for equitable relief. The Board of County Commissioners were made the defendant. The petition recited the facts as to the history of the property and stated that Bartlett was ready to purchase the property at a price of \$50,000. The church asked that it might be allowed to make the sale and invest the proceeds in another site and church building. On May 12, 1888, Judge O. L. Miller granted the prayer of the petitioners and ordered the County to make a deed of the property to the church so that a proper transfer could be made to Bartlett. The church trustees were required to give a bond in the sum of \$60,000 that the funds would be invested in another site and building within the limits of the original City of Wyandott. Bartlett paid

the \$50,000 and the church trustees purchased property at the southeast corner of 7th and Nebraska, where they erected a fine new church at a cost of \$60,000.

The property subsequently came into the possession of the Portsmouth Building Company. This company prepared to build a large office building and was already in construction when on April 7, 1890, Silas W. Armstrong and 16 others, claiming to be the heirs or assignees of the members of the Wyandott City Company, attempted to stop the work. In their petition they alleged that the Presbyterian Church had been given the lot for church purposes only and that having now abandoned it for church purposes, it should revert to the donors. (A photograph exists showing the vacant church building still standing on the south end of the lot, with the Portsmouth Block under construction immediately to its north.) Judge O. L. Miller heard the case and found for the defendants. In his opinion he noted that the courts had already given permission for the sale, and that in any case the town company had sold its title to the County in 1868.

The five-story Portsmouth Block was one of the most impressive structures ever to be erected in Kansas City, Kansas. A product of the building boom that followed consolidation in 1886, it originally housed the Merchants Bank, and later the Home Bank. A massive structure of red brick and terra cotta, it also had very extensive window areas, particularly on the ground floor along Minnesota Avenue. Although with touches of the Romanesque, the building was a fine example of the Commercial Style popularized by the architects of the Chicago School. The example of this style that it most brings to mind is the Rookery Building in Chicago, designed in 1885 by John Root (completed 1888). The architect of the Portsmouth Block was William F. Wood, who had a brief but spectacular career in Kansas City, Kansas before the boom of the late '80s ended with the Panic of 1893. (He was also the architect of the Presbyterians' new church at 7th and Nebraska.)

The Portsmouth Block occupied the eastern half of the Church Lot. The western half contained the Portsmouth Annex, a two story brick and iron structure with a ground floor front entirely of glass. The Annex building is still standing, although remodeled many times over. As is the case today, the south 35' or so of the lot was unoccupied once the church building was finally removed.

The Portsmouth Block was itself demolished in 1925, and replaced by the present Commercial Building. This was perhaps the greatest loss ever suffered by Kansas City, Kansas architecture. However, the new Commercial Building was almost as fine an example of its era as the Portsmouth Block had been. Designed by Hoggson Brothers, a Chicago architectural firm, the new building consisted of a five-story shaft containing offices atop a two-story base occupied by the Commercial National Bank. The base was clad in limestone, while the narrower tower was faced in a gray-brown brick with limestone and terra-cotta trim. Stylistically the building belongs to the Classical Revival, the same style reflected in many other nearby buildings such as the Carnegie Library and the old City Hall, giving the area around Huron Place a strong visual continuity and sense of urbanity. With large Corinthian columns flanking the Minnesota entrance and an impressive series of six two-story arcaded windows illuminating the banking hall from 6th Street, the Commercial Building was a major contribution to downtown Kansas City, Kansas.

The Portsmouth Annex, renamed the Merriam Building, remained adjacent to the Commercial Building on the west. To the south, an addition was made shortly after completion of the main building. This addition faced 6th Street and for many years housed the Kansas City, Kansas offices of the *Kansas City Star* and *Times* newspapers. While the detailing continued the cornice and sill lines of the bank, the materials of the addition were those of the office tower. This allowed the addition to be carefully integrated into the overall composition while retaining its own identity.

In 1970, when construction of the ill-fated Minnesota Avenue Mall was underway, someone decided that the Commercial Building needed "modernizing." The entrance columns and other decorative elements were jackhammered out of existence, and the whole building

(including the south addition) was encased in a cocoon of precast concrete and aluminum panels and dark tinted glass. With these changes, one of the most distinguished buildings in the city became just one more generic commercial structure - a not uncommon occurrence in the 1960s and '70s. In 1979 the Merriam Building was taken over by the bank and its separate identity was similarly hidden behind a blank and featureless wall on Minnesota Avenue. It is perhaps justifiably ironic that in the process of these changes, the Commercial National Bank seemed to lose its distinctive visual identity (as it would eventually lose its separate identity as a bank). Thus one of the more outstanding features of Huron Place is now irretrievably lost to the city, and the structures now present must be considered to be non-contributing in terms of an historic district.

SOUTHEAST CHURCH LOT

St. Paul's Protestant Episcopal Church was organized in Wyandott in the spring of 1857 by the Rev. Rodney S. Nash. The original church was a small frame building on 4th Street between Kansas (State) and Minnesota Avenue, where the first services were held in May, 1857. When Wyandott City was platted in 1857, the southeast corner of Huron Place was set aside for the Episcopal Church. The parish was too small and too poor to build a new church so soon after the first, but the church rectory was eventually constructed on the westerly portion of the Church Lot. The deed for the property was subsequently conveyed to the Rector, Wardens and Vestry of St. Paul's Protestant Episcopal Church by the Wyandott City Company on November 19, 1860.

The first church building was sold on April 17, 1882, for \$1,000. On July 10, the cornerstone of a new church was laid on the Church Lot, just to the east of the rectory. Money was apparently in short supply, for construction was slow and ceased altogether once the stone basement was completed. First services in the basement church were held on November 18, 1883.

Construction remained at a standstill for the next eight years. By 1890 there were apparently some divisions in the church and some question as to the propriety of elections. In any event, the church board obtained a \$7,500 building loan from the Prudential Insurance Company in exchange for a mortgage on both the church and the lot. This loan and mortgage was approved by the Bishop but was apparently never approved by a vote of the parish.

One contemporary account said that the new church was to be of stone, in the Gothic style with 14 memorial windows. In actuality a wood framed, shingled superstructure was built atop the existing stone basement. Judging from a photograph taken after the church was subsequently moved, the new building was a handsome example of the Shingle Style, with only a few Gothic touches. The photograph shows an L-shaped plan, but the rear wing may have been a later addition. Seating capacity was 200. The new church was finally completed in April, 1891.

The parish continued to grow, but nevertheless experienced increasing financial difficulties. These were probably made worse by the Panic of 1893, the beginning of a major national business depression that brought growth in Kansas City, Kansas to a sudden halt. In May, 1894, Prudential sent a letter to the church threatening legal action because of delinquent interest payments. Small payments were made from time to time, but by fall, Prudential's attorney was threatening the church with foreclosure. At that point \$1,112.50 was owed by the church in interest and special assessments, to say nothing of the principal. Prudential filed suit for foreclosure on January 17, 1895.

The church was able to stall foreclosure for a year using legal delaying tactics, aided perhaps by the fact that Judge O. L. Miller was a member of the parish. During this time various compromise offers by the church were all rejected by Prudential. The company finally countered with an offer of its own: the suit would be dropped and the mortgage given up if the church signed the land over to Prudential and removed the existing church building, including the basement. The church reluctantly agreed to accept the offer at a parish meeting held on January 16, 1896.

A new loan was out of the question, but various fund raising efforts by the parish resulted in enough money to buy a lot on the north side of State Avenue just west of 7th Street, where the former A & P grocery store now stands. The stone basement was reconstructed on this site, and the wooden superstructure moved into place. St. Paul's reopened for worship on October 23, 1896, and the Church Lot was now the property of the Prudential Insurance Company. Unlike other controversies surrounding Huron Place, there appear to have been no attempts by either the County or the heirs of the town company to exert any claim to the lot.

The history of the southeast Church Lot over the next ten years is obscure, but in 1906 the Grund Hotel was built on the corner. The hotel was owned and built by George A. Grund, an "early pioneer" in Wyandotte County. Designed by W. W. Rose, it was considered to be the

finest hotel in the city, with accommodations equal to any in Kansas at the time of its construction. The building was of three stories, red brick with limestone trim atop a high limestone base, with a discontinuous, projecting bracketed cornice. The brickwork of the first floor was rusticated and topped by a continuous limestone string course at the window head level. The southeast corner, about one-third of the total length of the main (6th Street) facade, was pulled out slightly to form a corner pavilion. The paired windows on the first floor in this corner were separated by engaged limestone columns rather than brick piers as elsewhere. The main entrance to the north was also pulled forward, giving the building an unbalanced look, as if a north corner pavilion had been intended but never built (as may very well have been the case). In all, the building resembled a somewhat smaller and less polished version of Rose's City Hall that was to be built across the street five years later.

It was perhaps inevitable that a hotel of the age and size of the Grund should decline over the years. In the years after World War II, with the construction of the Townhouse Hotel and the proliferation of motels, the Grund became unavailable except for the cheapest clientele. It was closed, except for a restaurant and pool hall in one corner of the basement, and finally demolished in the late 1960s as part of the Center City Urban Renewal Project.

The Urban Renewal Plan for the area called for apartments to be built along 6th Street on both the corner lot and on the portion of Huron Park south of the Commercial National Bank. Fortunately this was never done. An even worse proposal was then put forward by the City's Finance Commissioner, to sell the corner to McDonald's for a fast food restaurant. It was finally agreed that the cleared Church Lot should become part of Huron Park. Detailed plans were prepared for restoration and improvements to the park, including the corner, but these plans were scrapped when the Parks Commissioner decided to spend the Urban Renewal money set aside for this project on street improvements instead. More recently, the corner has been proposed for development as a landscaped private parking lot, first by the Board of Education and then, when that came to naught, by the erstwhile redeveloper of the old City Hall across the street. To date, however, the southeast Church Lot still sits vacant, unlandscaped and unimproved, with nothing to indicate its past history.

SOUTHWEST CHURCH LOT

Over the years the Scottish Rite Temple has played a prominent role in the civic affairs of Kansas City, Kansas. One of the few public or semi-public buildings in the city to be designed in a non-Classical style, it was a notable work by William W. Rose, an architect whose work dominated and shaped the development of Kansas City, Kansas during its period of greatest prosperity, from 1900 to 1927. It was the first element to be erected in the city's civic center that has developed along either side of North 7th Street Trafficway from Armstrong Avenue to Tauromee. Although it is the fourth structure to be located on its site on the southwest Church Lot of Huron Place, until recently this remained the only corner not converted to wholly private use contrary to the intent of the town's founders. Through location and association it served to link the present community to that earlier time.

The southwest Church Lot in Huron place was originally set aside for the German Methodist church. The German Methodists declined to build on their corner (building at the northeast corner of 5th and Ann instead) and gave the lot to the Saint James African Methodist Episcopal Church (later First A.M.E.) in 1863. Saint James was one of the two oldest African-American churches in Wyandott, having been founded in 1859. The congregation was glad to have the site, and quickly cleared it, using the timber and brush as building materials for their new church. Seats were constructed out of logs, and they left the stump of a very large tree inside the structure to serve as a pulpit. The congregation's legal possession of the lot was confirmed on March 7, 1866, when John McAlpine, Trustee for the Wyandott City Company, conveyed title to Jesse Elkins, Thomas King, Albert Buchanan, Joseph Robinson and Charles Shelton, Trustees of First A.M.E. Church, for the consideration of \$1.00. The first, makeshift church structure served the congregation for five years, until 1868, when two members who were carpenters designed and directed the construction of a new church building.

Large numbers of African-American freedmen, many of whom were Methodists, continued to arrive in Wyandotte in the years that followed the Civil War. By 1873, the First A.M.E. Church again needed a larger building. This time, a brick structure was erected, and with the arrival of the Exodusters in Kansas in 1879 and 1880, the membership grew still more.

In 1886, the City of Wyandotte was consolidated with two smaller cities into a city of the first class named Kansas City, Kansas. This was followed by a period of strong growth and expansion. As a result, the site occupied by the First A.M.E. Church, once on the edge of downtown, came to be seen as a valuable central location. No formal transfer of title had been drawn up at the time the Germans transferred the land to the A.M.E. congregation, and although title had been conveyed by the Wyandott City Company, there was apparently still some question as to the German Methodists' claim. In 1887, after considerable effort, the First A.M.E. obtained sworn affidavits from two former members of the German Methodist Board of Trustees. This was followed in July, 1890, by an assignment of title to the church by Hiram M. Northrup, who as holder of the original patent of title under the Wyandott Allotments had sold the land to the town company.

Despite all this, the church remained under considerable pressure to sell, a situation made more difficult by a sizeable debt. Finally, on October 15, 1901, the church congregation agreed to sell the corner to Henry F. Wulf for \$12,343. The money actually received by the church was only a bit over \$3,000, as the purchase price included the assumption by Wulf of a mortgage and interest totalling \$8,300, and the congregation owed an additional \$850 to the Church Extension Society of the A.M.E. Church. The sale was finalized on February 14, 1902.

A friendly suit was filed against the County by the Board of Trustees of the First A.M.E. Church in order to eliminate any claim to the property the County might have had as the successor of the Wyandott City Company, as well as to eliminate the plat restriction designating the corner for church purposes only. The County Commission passed a resolution giving up all claim to the property on March 3, 1902, and the southwest Church Lot was now Mr. Wulf's. (The

First A.M.E. Church subsequently built a new brick church and rectory at the southeast corner of North 8th Street and Nebraska Avenue.)

The suit against the County and the subsequent resolution stated that due to the expansion of business in the community, the corner was no longer suitable for church purposes. This was apparently a legal subterfuge, however, as the church building was not torn down nor was the lot sold to any business. Instead, the church building became the home of the Coordinate Bodies of the Ancient and Accepted Scottish Rite, Valley of Kansas City, Kansas, a Masonic organization. (Masonic organizations in Great Britain and the Americas generally belong to one of two traditions, the York Rite or the Scottish Rite. In some countries such as Mexico, these differences became political, with one tradition liberal and republican and the other conservative and centralist.)

The first organization of Scottish Rite Masons in Kansas City, Kansas was the Lafayette Lodge of Perfection, which held its first meeting on October 31, 1898. Before the organization of the lodge there were five Scottish Rite Masons in Kansas City, Kansas, and fourteen more were made in the conferral of degrees at the first meeting. The organization of the lodge was soon followed by Victory Chapter Rose Croix on May 10, 1899, John H. Brown Council Knights of Kadosh on January 16, 1900, and Caswell Consistory on February 26, 1901. Mr. Wolf was apparently acting on behalf of these bodies when he purchased the church building, but he nevertheless retained title to the property.

On October 20, 1906, an exposition and street carnival was being held in Ann Avenue from 6th to 7th, and 7th Street from Ann to Minnesota. Somehow a fire broke out and soon swept along the lines of makeshift booths. Before it could be brought under control it spread to the former church building, which was soon reduced to a burnt-out shell. (Several photos showing the aftermath of the fire still exist.) The building had been extensively remodeled by the Masonic bodies, and the loss was estimated at \$25,000.

Masonic leaders soon resolved to build a new and more substantial Temple on the corner site. A sizeable loan was necessary, which in turn meant that title to the property needed to be secured. Therefore, on November 17, 1906, Henry F. and Willie Wulf sold the corner lot to the Scottish Rite Masonic Association of Kansas City, Kansas for \$1.00. Nevertheless, it was over a year before the loan could be arranged. On March 2, 1908, the Kansas Trust Company loaned the Association \$75,000 for the construction of a new Scottish Rite Temple. Plans for the building were drawn up by W. W. Rose, a member of the Caswell Consistory. Rose, a former mayor, was the most prominent architect in the city at that time. One of his most noteworthy achievements was the Carnegie Library of 1904 (now demolished) in the center of Huron Place, a short distance from the Temple site.

Construction proceeded rapidly, with the basement soon completed. The cornerstone was laid atop the basement at the southwest corner of the new building in a large civic ceremony on November 19, 1908, with the work completed and the building occupied in 1909. As built, the Scottish Rite Temple is a three-story structure executed in rough-faced Indiana limestone and glazed red brick, the stone being restricted to the raised basement, the first floor of the front wing, and various areas of trim. The building has an H plan with the legs suppressed, symmetrical about its main east-west axis and essentially Classical in form and details, in keeping with W. W. Rose's architectural predilections. The building measures 64 by 150 feet exclusive of the front steps, and thus apparently projects beyond the rear (east) property line some five feet onto the public park portion of Huron Place. The aforementioned steps are centered in the west facade and lead up to the main entry. They are flanked by broad stone balustrades which support a pair of ornamental carved or cast stone lamp posts at the upper level. The three pairs of entry doors may be the building's finest feature, being filled with beautifully executed beveled and leaded glass.

Above the entry doors is an oversized, stone-framed Gothic (or perhaps more properly Tudor) style window that extends up through the second and third floors. A stone-framed transom area serves as the third floor sill, the window otherwise being divided into three vertical panels by wood mullions. Double-hung windows are set within each division on both the second and third floor levels, the lower set of windows being capped by fixed transoms and the upper by pointed arches. The area between these three arches and the Tudor arch enframing the top of the window area is divided into sixths by vertical wood mullions. All windows for the building contain operable double-hung sash, the windows on the first and second floors of the front wing containing stained and leaded glass (recently removed).

The central or entry portion of the front wing described above is pulled very slightly forward of the legs of the H and extends one half story above rather like a tower, although this effect is not obvious from the ground. The roofs are gabled and are screened behind angled, crenelated parapets. Similar crenelations crown the rear wing. These Gothicisms are unique among the known designs of W. W. Rose, and may have been at the request of the client.

The stone facing of the first floor front is capped by a limestone string course. This is extended entirely around the building, dividing the first and second floors. Above the string course flat brick pilasters with limestone capitals mark the various corners of the building. Similar pilasters divide the facades of the central leg of the H into fourths. Only the capitals of the pilasters on the front wing are ornamented, in a flattened and simplified, or perhaps Medievalized, Corinthian style. The only other pieces of sculptural decoration are the carving of the frame of the large Tudor window noted above, and a sphere encircled by a band rather like the Schlitz Beer globe which tops a short pedestal at the parapet peak above the entry.

On the interior, the first floor was devoted to symbolic Masonry and its auxiliaries. The upper floors were dedicated to Scottish Freemasonry and Templarism, with a two-story auditorium seating 800 persons, a complete stage and equipment for the rites of initiation. The building's rear wing housed the stage and stage loft. Below the auditorium was a banquet room seating 500 persons, with a complete kitchen and parlors. Of particular note were the columns in the banquet room, finished with the now-rare scagliola technique in which plaster is used to simulate colored marble.

In the years that followed the building's completion, the Temple was more than just a Masonic meeting place. Until the Soldiers and Sailors Memorial Building was completed in 1925, the Temple provided the largest meeting place in the city and was frequently used for statewide gatherings of professional and business people, as well as the state meetings of Masonic and other fraternal organizations. The demand was apparently heavy enough that in 1919 and again in 1920, the architectural firm of Rose and Peterson was hired to prepare plans for a much larger building. In the first instance, the plans were for a \$300,000 structure on the same site, and the working drawings were actually completed before the project was cancelled. The second project was for a \$400,000 building on North 8th Street between Nebraska Avenue and Washington Boulevard, but again came to naught.

During World War I the Red Cross and Liberty Loan campaigns were housed in the building, and at the close of the war the returning soldiers were welcomed home to their first meal in the "old home town" with a public banquet. During the disastrous 1951 flood, the Temple again became a center of relief activities. In all this it remained a major element in the history, architecture, and civic character of Kansas City, Kansas.

Until recently, very few changes in the exterior appearance of the building had taken place. Flagpoles were once mounted on the upper portions of the north and south faces of the front wing; they are gone, but the stone brackets for them remain. On September 25, 1951, a fire destroyed the interior of the auditorium. Reconstruction cost over \$200,000, or twice the total original cost of the building. In the course of reconstruction a number of window openings along the north and south facades were bricked in, but this was done with considerable care, making it difficult to differentiate the more recent closures from window spaces that have apparently always contained brick panels.

In the early 1980s, the Scottish Rite Association through several of its members began pursuing historic landmark status for the building. Formal designation as a Kansas City, Kansas Historic Landmark on December 1, 1983, was followed in 1985 by the listing of the building on both the Register of Historic Kansas Places and the National Register of Historic Places. Despite this, in the early 1990s the building was finally sold to a private business, a home health care agency, and the Scottish Rite moved to a much smaller building in the western part of the city. At that time, the stained glass windows were removed by the Scottish Rite Association and replaced with standard one-over-one double hung windows, with the knowledge and consent of the Kansas Historic Preservation Office. After just a few years of occupancy, in 1996 the new owner in turn sold the building to the Wyandotte Tribe of Oklahoma, with the consequences described in the Huron Indian Cemetery narrative above.

NORTHWEST CORNER

Unlike the other portions of Huron Place, this triangular shaped tract has always been in private hands. It was originally part of the Wyandott Allotment of Hiram M. and Margaret Northrup (Allotment No. 126), and was never sold by them to the Wyandott City Company. The first division of the property took place before the area was ever platted. On the night of April 8, 1856, when the conflict over slavery in Kansas Territory was at its most bitter, the Wyandots' wood-frame Methodist Episcopal Church and brick Methodist Episcopal Church South were both burned down by a drunken mob. The Northrups, who were members of the South church, subsequently donated a portion of their allotment adjacent to the Huron Indian Cemetery to the church for rebuilding.

Construction of the new church was completed the following winter (1857). As church funds were not sufficient to rebuild in brick, a frame structure called the White Church was erected. The new location was advantageous, as the Huron Indian Cemetery was in many ways the cemetery of this particular church. (A number of the northern Methodists among the Wyandots were buried in the Quindaro Cemetery at 38th and Parallel, as that had been the location of their now-destroyed church.) The location may also have been what gave the town company the idea for setting aside the other three corners of Huron Place for church use. The deed to the property was not signed over to the church until December 31, 1860, after the Northrups had finally received a patent of title to their allotment. One source states that the church paid \$1,000 for the deed, but this is probably incorrect (the figure was probably \$1.00), if for no other reason than that such a price would have been beyond the church's means.

With the outbreak of the Civil War in 1861, churches affiliated with the Methodist Episcopal Church South came under suspicion of pro-Confederate sympathies. In the fall of that year, many ministers of the South church were afraid to take up their appointments in Kansas and the church on the northwest corner of Huron Place was forced to close, with the members continuing to meet in each other's homes. The church was reopened in 1867 by the Rev. Joseph King. It was then attached to the Missouri Conference of the Methodist Episcopal Church South, as the Indian Mission Conference to which it had formerly belonged no longer existed.

By 1870 the congregation had outgrown the White Church. It was therefore demolished and new brick church was begun at the same location. Due to lack of funds, the new building was put into condition to be used but it was never fully completed or dedicated. The church sat twelve to fifteen feet above the street, just a little below the level of the cemetery, and in 1884 new steps and a stone retaining wall were built. In order to increase the meager church funds, for several years the church was rented out during the week to the U. S. District Court for \$150 a year.

The second church building remained a questionable asset to its congregation. After the parsonage was sold to put a new roof on the church, another was built and both the church and the new parsonage together were valued at only \$7,000. The Rev. W. H. Comer described the church as follows:

"The church at Huron Place was 64 x 80 feet, walls 20 feet high, ceiling 35 feet in center. An alcove was in one end for the pulpit; a tower at each corner of the other end with a large vestibule between the towers. The first floor of one of the towers was used for pastor's study, the other for coal bin. There was one room in the building which was quite roomy but not very convenient; the building was never finished and had been condemned and tied together with huge iron rods for years before we ceased to use it."

In October, 1886, long-time Wyandott businessman Thomas J. Barker offered to secure for the church an available site on the northeast corner of 7th Street and State Avenue, a block to the north of the church. The offer was accepted and Mr. Barker, who was a member of the congregation, advanced the money for the purchase of the lots. The old site was offered for sale

and on March 30, 1887, was sold for \$25,000. The materials in the old church were reserved; 4,500 bricks, 1000 perch of stone, and a large quantity of framing were reused in the new building. On January 15, 1888, construction of the new church was far enough along that the congregation was able to begin holding services in the Sunday School room. On June 10 the first service was held in the auditorium. The church was formally dedicated on the following Sunday, June 17, 1888, with Bishop E. R. Hendrix presiding. The church continued at the State Avenue site for many years as the Seventh Street Methodist Episcopal Church South.

The later history of the corner as well as of the balance of the Northrup properties is obscure. Over the years a variety of commercial uses have occupied the tract, but little is known about this development prior to the present structures, most of which were built in the early 1920s. At one point a portion of the tract where the Armstrong Avenue right-of-way would have been if extended was occupied by a standpipe, part of the city's water system.

The corner where the church had stood was brought level with the street, leaving the cemetery up in the air, and at some point the church tract was platted as McClure and Cable's Addition. (Although appearing on contemporary documents and noted in the Sanborn Atlas, this plat has disappeared from modern city maps.) By the early 1900s three commercial buildings occupied the corner from 7th Street to the cemetery, much as today. A small, one-story shop was in the angle next to the cemetery. Today this site is occupied by a barber shop of no particular significance, a corner of which actually protrudes into cemetery property. Next to this was the Stubbs Building, a two story commercial building erected circa 1890 which included a drug store on the ground floor. The upper floor was fairly tall, and may have housed a lodge hall. In the 1990s this was the site of vacant commercial space, in a building reduced to one story for Thomas' Cafeteria in 1965-66 and subsequently much remodeled. As with the barber shop, this building was considered non-contributing in terms of the historic district. The rear corner of the building suffered significant damage during the demolition by implosion of the adjacent Huron Building, and the building was subsequently acquired by the City and demolished in 2000.

The building on the actual corner, erected circa 1901, originally housed The Banking Trust Company. In 1907 it became the People's National Bank, founded by a group of investors headed by John W. Breidenthal. Breidenthal's background and history were rather unusual for a banker and realtor in that period. He was originally a native of Minnesota who farmed and ran an insurance business in Chetopa, Kansas. He ran for lieutenant governor on the Greenback ticket and was later influential in the Progressive Labor Union party. He became Kansas Bank Commissioner just a few months before the Panic in 1893. Confronted by the panic, he used his position to strengthen banks and prevent runs by their creditors. His success was such that he was appointed to a second term. Toward the end of his second term he was nominated for governor by both the Democratic and Populist parties.

When his second term as bank commissioner was completed in 1901, Breidenthal moved to Kansas City, Kansas. In 1903 he founded the Riverview State Bank, and was involved in the founding of the People's National Bank four years later. He died in 1910. His son, Maurice L. Breidenthal, established Security State Bank in 1911 at 18th and Central in the Boyn Building.

The building housing the People's National Bank was a three-story, red brick structure with several large wooden oriels on the upper floors, its length along 7th Street balancing the bulk of the Wyandotte County Courthouse on the opposite corner. In 1924 a major remodeling was carried out by architect Charles A. Smith at a cost of \$23,000. In 1933, Security State and People's National were merged to form the Security National Bank. Once the economy had revived somewhat, the old People's National building was extensively remodeled for a second time in 1938-39 by architect Charles E. Keyser to serve as the home of the new bank. So thorough was the \$250,000 change, both interior and exterior, that only an examination of the side and rear walls would reveal that it was not a wholly new building.

The new facade was executed in a buff limestone and similarly colored brick. While certain details are classical in nature, as might be expected in a bank, there is also a strong feeling of the Moderne or Art Deco in the repetitive patterning and horizontal banding. On the interior, the east wall of the banking hall contained a large, colorful mural, certainly the finest of its kind to be executed in Kansas City, Kansas to date.

In 1975-77, Security National Bank erected a massive new seven-story office building on the southwest corner of 7th and Minnesota. Banking operations and offices were transferred across the street to the new building, leaving the older structure to stand vacant. The mural was transferred to the new structure as well, but was placed high up in a hallway where vision is restricted. The old building remained essentially intact, save for a ground floor side entrance on 7th Street Trafficway that had been remodeled in the 1950s. The old Security National Bank was one of the more architecturally distinguished buildings remaining on Minnesota Avenue and would seem to have been a prime candidate for rehabilitation and reuse.

Unfortunately, the building remained the property of an absentee landlord who did nothing to refurbish or market the deteriorating structure. It eventually became the target for calls for its demolition by downtown business interests and *The Kansas City Kansan* newspaper. The building was conveyed to the City by its owner, and was demolished in 1999-2000 along with the adjacent Huron Building. Once demolished, it became apparent to most that, despite its prominent location, the footprint of the property was probably too limited for any meaningful modern redevelopment to occur.

The parcel to the south of the old Security National Bank was occupied by the Elks Club Building, commonly known as the Huron Building. It occupied a prominent position on the 7th Street frontage of Huron Place, with both name and location tying the building to the community's early history. As with the other Northrup properties, its use (if any) in the city's early years is uncertain. Hiram M. Northrup died on March 22, 1893, and was buried in the Huron Indian Cemetery. On March 10 of 1900, the trustees of the Northrup estate sold the tract where the Huron Building stands to the first in a succession of owners.

As this real estate activity would seem to indicate, there were several major pushes to develop Kansas City, Kansas. The first began in the 1880s and ended with the Panic of 1893. The second began about 1900 and really picked up steam around 1910. Ownership of the Northrup tract changed hands several times between 1900 and 1920. On January 21, 1920, under the leadership of Westheight developer Jesse A. Hoel, the Elks Benevolent and Charitable Association of Kansas City, Kansas purchased a portion of the tract for the purpose of erecting a twelve-story building to be utilized by the Association. The previous Elks Club Building was located at 727 Minnesota Avenue. It was built in 1907 and had been heavily damaged in a fire in 1917; it was subsequently sold to the Kansas City, Kansas Chamber of Commerce. The evident purpose of the new building was to include shops and office space that would generate income for the Association.

When the project was first announced in *Western Contractor* magazine early in 1923, the architect was listed as John G. Braecklein, designer of the nearby Federal Reserve Life Insurance Company building which was already under construction. Braecklein was only the associate architect on the project, however. The principal architect was W. S. Frank of St. Louis, who presumably had some experience with the design of tall office buildings. Engineers for the project were the J. T. Craven Engineering Co., and the general contractors were the firm of Kiel & Dawes, both firms also being from St. Louis. Braecklein's contribution to the design is uncertain, and may have been minimal, but he definitely left his mark on 7th Street; in addition to his involvement with the Elks Club and Federal Reserve buildings, he also designed the Getty Building and the second-floor addition to 903 North 7th.

Architecturally the building belongs to the latter part of the period sometimes referred to as the American Renaissance, when the City Beautiful Movement was attempting to bring order

and amenity to urban chaos and the Classical styles were considered by many to be the appropriate garb for both civic and commercial structures. This era coincided with the second major period of growth in Kansas City, Kansas.

The first major local monument of this period was the Carnegie Public Library in Huron Place, built in 1904. A new City Hall followed in 1911, and an extensive park system was developed just before World War I. Following a brief recession after the war, the early 1920s saw the Elks Club Building, the Commercial National Bank, and Braecklein's Federal Reserve Life Insurance Company Building under construction more or less simultaneously, as well as Memorial Hall. These were shortly followed by the YMCA, additions to the Brotherhood Block, a building to house the new daily newspaper, *The Kansas City Kansan*, and finally a new Wyandotte County Courthouse. Although none of these buildings were individually great works of architecture, they were all competent designs and their scale and stylistic consistency gave Kansas City, Kansas an urbanity that unfortunately now seems to be lost. The Elks Club Building was the outstanding commercial example of this period locally, and until its demolition remained the least impaired by subsequent alterations.

The twelve-story, 135-foot Elks Club Building was to remain the tallest building in Kansas City, Kansas for more than 50 years, and was the tallest commercial building in Kansas at the time of its construction. The building was trapezoidal in shape, with the rear wall running parallel to the west line of the cemetery. The construction was a reinforced concrete frame, three bays wide, five bays deep on the north and four bays deep on the south side. A light well notched into the third bay of the south facade accommodated a fire escape and terminated at the second floor, where a skylight illuminated the rear corner of a ground floor store.

The building was faced with brick on all four sides, with the south and east sides being unarticulated and unornamented. On the west (front) facade, the first two floors were originally clad in Bedford stone, with classical pilasters marking each bay division and terminating in a continuous stone cornice which formed the third floor sill line. A smaller continuous cornice marked the head of the third floor windows.

The fourth through the tenth floors were unornamented, the brick unrelieved save for the sills of the paired double-hung windows. There were two such window openings to each structural bay, spaced equidistant without any differentiation between structural and non-structural divisions. The eleventh and twelfth floors were treated identically on both the west and north facades, as the latter was visible from the city's main street, Minnesota Avenue. The eleventh floor was essentially a reversal of the third, with a small continuous cornice at the sill line and larger cornice at the head. This larger terra-cotta cornice originally supported a continuous balustrade at the twelfth floor level. The twelfth floor was a story and one-half in height, clad in terra-cotta rather than brick, and surmounted by a large bracketed cornice of sheet metal.

The building thus followed the classical columnar design for tall buildings, with a three-story base, seven-story shaft, and two-story capital. This division did not reflect the actual division of uses, however. The ground floor was for the most part divided between two shops, each with a separate entrance and display windows in one of the front bays. The third bay contained the entrance to the building lobby, which together with the elevators and stairs occupied the southwest quadrant of the building. The second through the eighth floors were basically identical to each other and contained leasable office space.

The ninth through the twelfth floors contained the Elks Club facilities. The ninth floor was designated the "Billiard Floor" and contained the club's recreational facilities. The tenth floor was the "Lodge Floor," including a two-story ballroom which extended up through the eleventh or "Mezzanine" floor, although this was in no way reflected on the building's exterior. The twelfth floor, with its high ceiling and extensive window area, was designated the "Roof Garden."

Kansas Historic Resources Inventory

Printed: 07/02/2021



209-2820-00001
Huron Cemetery
631 MINNESOTA AVE
Kansas City



LOCATION:

County: Wyandotte

Address: 631 MINNESOTA AVE

Address Remarks: Between 6th & 7th Sts.

City: Kansas City

Zip: 66101

Parcel ID: 062-10-0-20-07-004.00-0

Legal Description:

Legal Description Remarks: WYANDOTTE CITY, ACRES 2.01, INDIAN CEMETERY

Latitude, Longitude 1: 39.115141 -94.625970

Latitude, Longitude 2:

Latitude, Longitude 3:

Latitude, Longitude 4:

Datum: WGS84

DESCRIPTION:

Historic Name: Huron Cemetery

Alternate Name: Wyandotte National Cemetery

Historic Function: Funerary

Subcategory: Cemetery

Historic Function Remarks:

Present Function: Funerary

Subcategory: Cemetery

Present Function Remarks:

Residential/Commercial/Religious Style:

Secondary Style:

Barn Type: Not Applicable

Bridge Type: Not Applicable

Landscape Type: Cemetery

Physical Description/Remarks: 2016 Notes: Huron Park is a two-acre property that houses the Huron Cemetery. It is an open tract of land in the center of the Kansas City, Kansas, downtown business district. The cemetery sits on a hill that is twelve to eighteen feet higher than the adjacent lots. Stone retaining walls surround the perimeter and create an entrance to the property in the southwest corner of the property on the east side of N 7th Street Trafficway. Sidewalks wind through the cemetery, which has approximately 40 intact gravestones and several deteriorated gravestones.

Plan Form: Irregular
Commercial Building Type: Not Applicable
Roof Form: Not Applicable
Stories:
Condition: Excellent
Principal Material: Earth
Condition Remarks:
Architect/Designer/Builder: Not Applicable
Year of Construction: 1843
Certainty: Estimated
Date Notes: 1843-1844
General Remarks:
Ancillary Structures: None
Ancillary Structure Remarks:

REGISTER STATUS:

Listed in State Register: Yes
Date of State Listing: 7/1/1977
Listed in National Register: Yes
Date of National Listing: 9/3/1971
Historic District:
Demolished:
Date Demolished (if applicable):
Potentially Eligible for National Register:
Register Status Remarks:
Thematic Nomination (MPDF):
National Historic Landmark: Yes 12/23/2016

SURVEY INFORMATION:

Survey 1

Survey Project Name: Kansas City - Downtown Kansas City, Kansas Survey (HPF 2016)
Sequence Number: 073
Surveyed By: Dunleavy, Alison
Survey Date: 03/17/2016

IMAGES & DOCUMENTS



Huron Cemetery. West entrance from 7th St. 2009.



Huron Cemetery. View from the north. 1949.



Huron Cemetery. Looking NW from Rose Garden. 10/29/1974.



Huron Cemetery. Looking NE from NW corner of cemetery, showing how it has been spilled into Minnesota mall. 10/29/1974.



Huron Cemetery. Looking S over site of old Grand hotel, Huron Park. 10/29/1974.



Huron Cemetery. Looking E from NW corner of cemetery, along Minnesota. 10/29/1974.



Huron Cemetery. Looking N over E end of Park, old approach to Carnegie Library. 10/29/1974.



Huron Cemetery. Looking N from S end of cemetery 10/29/1974.



Huron Cemetery. Looking E at graves of Conley sisters and other members of family, 10/29/1974.



Huron Cemetery. Looking NW from S end of cemetery. 10/29/1974.



Huron Cemetery. Looking SE at cemetery as it is now connected to Minnesota mall. 10/29/1974.



Huron Cemetery. Looking NE from S end of cemetery. 10/29/1974.



Huron Cemetery. 10/29/1974.



Huron Cemetery. Looking S. 05/29/1973.



Huron Cemetery. Looking W. 05/29/1973.



Huron Cemetery. 10/29/1974.



Huron Cemetery. 10/29/1974.



Huron Cemetery. Looking SW.
05/29/1973.



Huron Cemetery. Looking N from
middle of cemetery. 10/29/1974.



631 MINNESOTA. View S. Brad
Finch. 1-26-16.



631 MINNESOTA AVE. Site plan,
2016.

☒ Huron Cemetery. National
Register nomination. 1971.



631 MINNESOTA. View NE. Brad
Finch. 1-26-16.



Staff Request for Commission Action

Tracking No. 211160

Full Commission Meeting Date: 12/2/21

Committee: Public Works & Safety

Date of Standing Committee Action: 11/15/21
(If none, please explain):

Publication Required: No

<u>Date:</u> 11/22/2021	<u>Contact Name:</u> Casey Meyer	<u>Contact Phone:</u> x2851	<u>Contact Email:</u> cmeyer@wycokck.org	<u>Department/Division:</u> Legal
<u>Item Description:</u> Requesting approval of the attached Resolution authorizing the Cooperative Agreement between Bonner Springs, Edwardsville, and Unified Government establishing the Unified Government communications center as the public safety answering point and creating an advisory committee in accordance with the agreement, submitted by Casey Meyer, Senior Counsel.				
<u>Action Requested:</u> To adopt the resolution.				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> Resolution regarding Dispatch Agreement, Dispatch Agreement.final11.2.21				

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE APPROVAL OF AN AGREEMENT BETWEEN THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, CITY OF EDWARDSVILLE, AND CITY OF BONNER SPRINGS REGARDING THE PROVISION OF EMERGENCY DISPATCHING AND COMMUNICATIONS SERVICES.

WHEREAS, pursuant to Kan. Stat. Ann. 12-1908, Unified Government of Wyandotte County/Kansas City, Kansas, City of Edwardsville (“Edwardsville”) and City of Bonner Springs (“Bonner Springs”), have determined that the interests and welfare of the public will best be served by a Cooperation Agreement between the above parties for the Unified Government to provide emergency dispatch and communications services to Edwardsville and Bonner Springs as the Unified Government is the public safety answering point in Wyandotte County, Kansas.

WHEREAS, the parties have reached and prepared an Agreement describing the responsibilities of the parties concerning the above relationship;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AS FOLLOWS: That the Unified Government is hereby authorized to enter said agreement by signature of the County Administrator and who is hereby authorized to take any action required and necessary to implement and satisfy the intent of said Agreement.

THIS RESOLUTION IS ADOPTED by the Governing Body of the Unified Government of Wyandotte County/Kansas City, Kansas, this ____ day of _____, 2021.

UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS

By: _____
David Alvey, Mayor/CEO

ATTEST:

Unified Government Clerk

COOPERATION AGREEMENT REGARDING EMERGENCY DISPATCHING, COMMUNICATIONS, AND OTHER SERVICES

This AGREEMENT made as hereafter provided by and between the City of Bonner Springs (“Bonner Springs”), the City of Edwardsville (“Edwardsville”) and the Unified Government of Wyandotte County/Kansas City, KS (“UG”).

WHEREAS, UG, Bonner Springs, and Edwardsville, are empowered to provide emergency communications services to the citizens within their respective jurisdictions and may, therefore, pursuant to K.S.A 12-2908 enter into an Cooperation Agreement with one another and with other public agencies to perform such services; and,

WHEREAS, UG is the public safety answering point (PSAP) per K.S.A. 12-5374 for Wyandotte County, Kansas and has an emergency communications dispatch center and systems capable of providing emergency communications services to law enforcement agencies, fire departments, and emergency medical services providers within Wyandotte County; and,

WHEREAS, UG has historically provided Bonner Springs and Edwardsville with emergency dispatch and communications services and the UG and Bonner Springs and Edwardsville believe these services as well as other services would be best served by being managed through a Cooperation Agreement; and,

WHEREAS, Bonner Springs and Edwardsville desire to obtain emergency dispatch and emergency communications services from UG, as the existing PSAP; and,

WHEREAS, the parties hereto recognize that it is in the best interests of the citizens within their respective jurisdictions and in the furtherance of the health, safety and welfare of the citizens to have a unified emergency dispatch and communications system having the advantage of economies of scale; and,

WHEREAS, the governing body of each party has resolved, agreed, or ordained that this Cooperation Agreement may be entered into;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

1.Purposes. The purposes for which the parties have entered into this agreement are to provide a centralized communication center for the purpose of receiving and transmitting emergency and other information by radio, telephone and other means.

2.911 Advisory Committee. The purpose of this committee is to provide evaluation of technical system replacements or upgrades, implementation of new program and discontinuance of existing programs, and operational direction, support, and grievance resolution as may become necessary in the day to day operations of an Emergency Communications Center. The committee shall meet at least two times each year.

The Committee will assist in offering recommendations to provide efficient and effective communication services to all participating agencies. After discussions the committee may vote on any appropriate recommendations or action to be taken. Any appropriate recommendations or action taken shall be made upon a majority vote of the representatives present at a regularly convened meeting of the committee. In the event of a conflict with the terms of the UG-United Food & Commercial Workers District Union Local Two Public Safety Dispatch Division (“UFCW”) Memorandum of Understanding or the International Association of Firefighters Local #64 (“IAFF Local 64”) Memorandum of Understanding and Advisory Committee recommendations, the UFCW MOU and or IAFF terms will prevail depending on which bargaining unit is affected. The committee will direct its formal written comments, requests or instructions to the Communications Center Program Supervisor and Assistant Fire Chief for implementation or dissemination to the communications center staff.

The 911 Communications Advisory Committee shall be comprised as follows:

- 1) The Kansas City, Kansas Police Chief or his appointee.
- 2) The Kansas City, Kansas Fire Chief or his appointee.
- 3) The Wyandotte County Sheriff or his appointee.
- 4) The Bonner Springs Police Chief or his appointee.
- 5) The Bonner Springs Fire Chief or his appointee.
- 6) The Edwardsville Police Chief or his appointee.
- 7) The Edwardsville Fire Chief or his appointee.
- 8) The Bonner Springs City Manager or his appointee.
- 9) The Edwardsville City Manager or his appointee.
- 10) The Unified Government County Administrator or his appointee.

3. Use of 911 Fees. The Kansas 911 Act, K.S.A. 12-5362 through K.S.A. 12-5381, provides for 911 fee collection for emergency communications services. UG shall use such proceeds and any interest earned on revenue derived from such fee only for necessary and reasonable costs incurred or to be incurred for eligible items authorized by K.S.A. 12-5375, as amended.

4. Termination. Any party may terminate this Agreement upon providing six months advanced written notice to the other parties. All property acquired pursuant to this agreement shall be held by the UG. In the event of termination by the UG, any unencumbered 911 fees acquired on behalf of Bonner Springs or Edwardsville will be redistributed to Bonner Springs or Edwardsville within 60 days. In the event of termination, all property acquired pursuant to this agreement shall be transferred to the City or the UG in proportion to the City and UG funds used to purchase property.

5. Approval and Authorization. The parties warrant and represent by the execution of this Agreement that this Agreement has been approved by its governing body and by its legal counsel, that the execution, delivery and performance of this Agreement by such party has been authorized by resolution or ordinance duly adopted by its governing body, and that this Agreement constitutes a legal, valid and binding obligation of such party enforceable in accordance with its terms.

6. Duration. This Agreement shall continue until December 31, 2030 and, thereafter, shall automatically renew on a year to year basis, and shall thereafter automatically renew for another year on each subsequent December 31, until terminated as herein provided..

7. Survival of Representations and Warranties. All representations, warranties, covenants, and agreements contained herein shall survive the termination of this agreement.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

9. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Kansas.

10. Venue. It is agreed by and between the parties that, should any dispute arise concerning the validity and effect of this agreement, or of any breach of the agreement herein, venue of an action concerning such dispute shall be in the District Court of Wyandotte County, Kansas.

11. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Agreement should be determined by a court of competent jurisdiction to be invalid for any reason whatsoever, such decision shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect; and to this end the provisions of this Agreement are hereby declared to be severable and shall be presumed to have been agreed upon knowing that the various provisions of this Agreement are severable.

12. Modification of Agreement. This Agreement may be modified or amended only in writing executed by all parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.

13. Prior Agreements. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter contained herein and supersedes all prior agreements, negotiations, and discussions concerning any matter contained herein.

14. Kansas Cash Basis. This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. This Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Unified Government reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is reasonably deemed to violate the terms of such law. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.

IN WITNESS WHEREOF, the parties have signed and executed this COOPERATION AGREEMENT, after resolutions duly and lawfully passed, on the dates listed below.

DATED this ____ day of _____, 2021.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: _____
Douglas G. Bach, County Administrator

DATED this ____ day of _____, 2021.

CITY OF BONNER SPRINGS

By: _____

DATED this ____ day of _____, 2021.

CITY OF EDWARDSVILLE

By: _____



Staff Request for Commission Action

Tracking No. 211162

Full Commission Meeting Date: 12/2/21

Committee: Public Works & Safety

Date of Standing Committee Action: 11/15/21
(If none, please explain):

Publication Required: No

<u>Date:</u> 11/22/2021	<u>Contact Name:</u> James Bain	<u>Contact Phone:</u> x5077	<u>Contact Email:</u> jbain@wycokck.org	<u>Department/Division:</u> Legal
<u>Item Description:</u> Project Name: Armourdale Industrial District Pump Station (CMIP 6309) A resolution declaring that this project is a necessary and valid improvement project, submitted by James Bain, Assistant Counsel. This project is one of Water Pollution Control's largest pump stations that sends flows to the Kaw Point Treatment plant recently, and had two major failures in the last year. Design has begun on a complete rehabilitation of the pump station. Options are being evaluated to rehabilitate the station and it's expected that a few additional structures will need to be installed near the existing building. Additional site survey and inspections need to be completed to determine the best location for new structures. The location is 300 N. 4 th Street, west of the Kansas River, east of I-70, and north of Central Avenue. This Resolution directs the Chief Counsel to cause a survey and description of such parcels to be undertaken and prepared by a licensed land surveyor or a professional engineer to identify and describe the property to be acquired for this project, and to submit an Ordinance authorizing the exercise of eminent domain and to undertake all other necessary actions to complete the acquisition of such parcels.				
<u>Action Requested:</u> To adopt the resolution.				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> 1 Resolution.Armourdale, AID-PS_Survey Extents_11-3-2021pdf				

(Published _____)

RESOLUTION NO. _____

A RESOLUTION declaring the necessity and authorizing a survey and descriptions of lands necessary to be condemned for the construction, maintenance, operation, use and repair of the **Armourdale Industrial District Pump Station (CMIP 6309)** all in Wyandotte County, Kansas.

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

SECTION 1. It is hereby found and determined necessary that certain lands be condemned for public use providing for land necessary for construction, maintenance, operation, use and repair of the **Armourdale Industrial District Pump Station (CMIP 6309)**. This project is one of Water Pollution Controls largest pump stations that sends flows to the Kaw Point Treatment plant recently, had two major failures in the last year. Design has begun on a complete rehabilitation of the pump station. Options are being evaluated to rehabilitate the station and it's expected that a few additional structures will need to be installed near the existing building. Additional site survey and inspections need to be completed to determine the best location for new structures. The location is 300 N. 4th Street, west of the Kansas River, east of I-70, and north of Central Avenue. This project is all in Wyandotte County, Kansas.

SECTION 2. The Board of Commissioners hereby directs and authorizes its Chief Counsel to cause a survey and description of such parcels to be undertaken and filed with the Clerk of Wyandotte County/Kansas City, Kansas; to thereafter prepare and submit to the Board of Commissioners an ordinance authorizing the exercise of eminent domain with respect to such parcels; and upon approval of the same by the Board of Commissioners to initiate eminent domain proceedings in the District Court of Wyandotte County, and to undertake all other necessary actions to complete acquisition of such parcels.

SECTION 3. This resolution shall be published once in the official County, newspaper, The Wyandotte Echo.

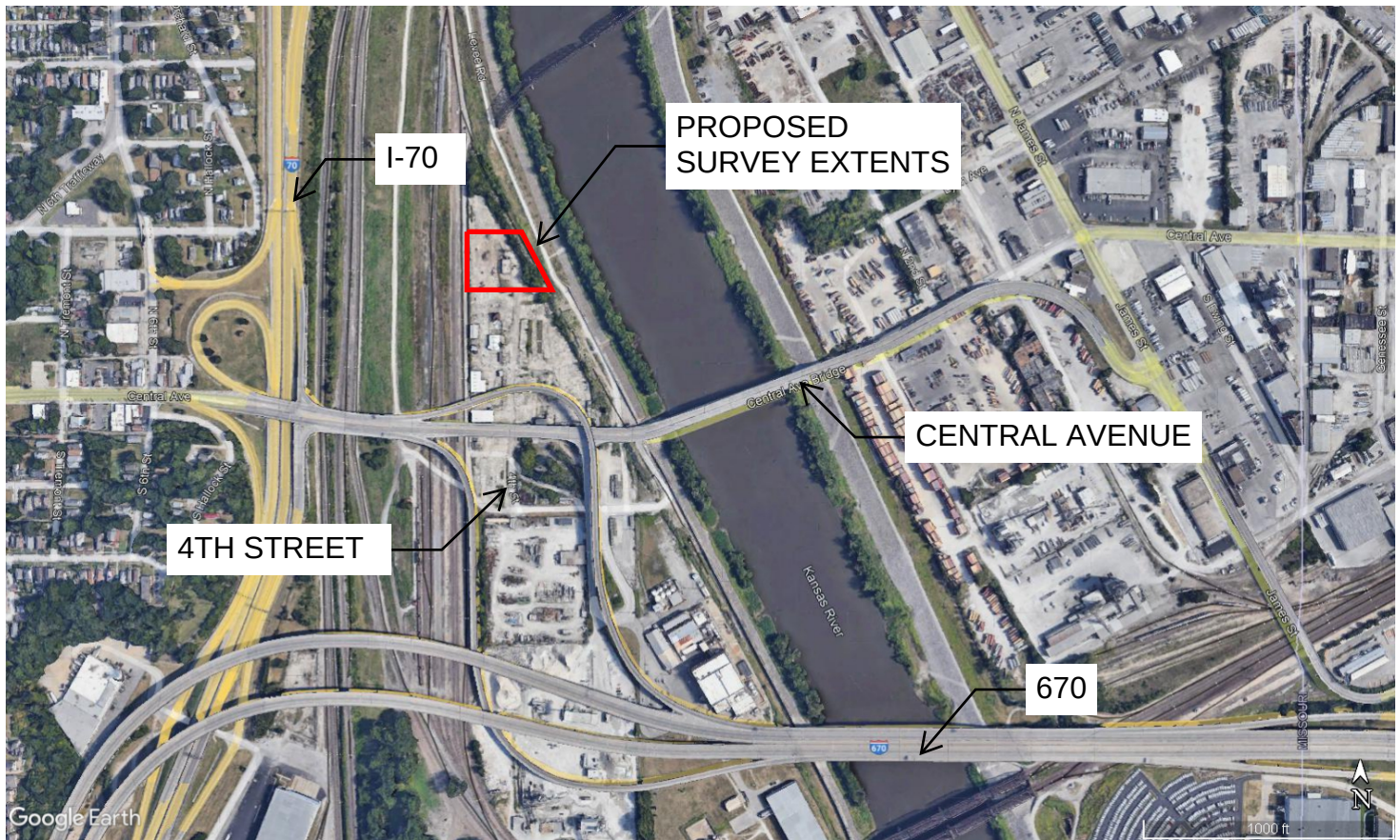
ADOPTED BY THE COMMISSIONERS OF THE UNIFIED GOVERNMENT
OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

THIS _____ DAY OF _____, 2021.

UNIFIED GOVERNMENT CLERK

APPROVED AS TO FORM:

Edward J. Bain
Assistant Counsel



UNIFIED GOVERNMENT OF WYANDOTTE COUNTY AND KANSAS CITY, KANSAS
AID PUMP STATION IMPROVEMENTS PROJECT
PROPOSED SURVEY EXTENTS SITE PLAN



Staff Request for Commission Action

Tracking No. 211147

Full Commission Meeting Date: November 18, 2021

Committee: Administration & Human Services

Date of Standing Committee Action: November 8, 2021
(If none, please explain):

Publication Required: No

<u>Date:</u> 11/22/2021	<u>Contact Name:</u> Patrick Waters	<u>Contact Phone:</u> x5079	<u>Contact Email:</u> patrickwaters@wycokck.org	<u>Department/Division:</u> Legal
<u>Item Description:</u> An agreement providing funding for the Bank On program, which supports financial stability through access to banking services.				
<u>Action Requested:</u> Approve				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> Resolution Approving Partnership and Grant Agreement - Bank On, Partnership and Grant Agreement - Bank On program - final				

RESOLUTION NO. R-_____

**A RESOLUTION APPROVING THE PARTNERSHIP AND GRANT AGREEMENT
BETWEEN THE UNIFIED GOVERNMENT AND CREDIT & HOMEOWNERSHIP
EMPOWERMENT SERVICES, INC.**

WHEREAS, the Unified Government (hereafter referred to as “UG”) is a political subdivision organized and existing under the laws of the State of Kansas, with its principal office located at 701 North 7th Street, Kansas City, Kansas 66101 (Grantor); and

WHEREAS, Credit & Homeownership Empowerment Services, Inc (hereafter referred to as “CHES”) is a HUD Approved, 501(c)(3) nonprofit, housing, financial and credit organization with its principal office located at 3125 Gillham Plaza, Kansas City, MO 64109; and

WHEREAS, CHES (Grantee) is an organization who is committed to helping people achieve financial stability through access to banking services; and

WHEREAS, the UG desires to support financial stability and access to banking among its constituents in Kansas City, Kansas area through financial empowerment services; and

WHEREAS, the UG desires to allocate funding and in kind support for financial empowerment services to be provided in Kansas City, Kansas, and desires to engage the services of CHES (via their work with the Bank On Coalition) under the performance-based criteria, terms, and conditions set forth in the Agreement.

**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 Partnership and Grant Agreement in substantially the form attached hereto as Exhibit A.

Section 2. That the County Administrator and all other employees and agents of the Unified Government are authorized to take all actions and to approve all instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 3. This Resolution will take effect and be in full force from and after its passage by the Board of Commissioners.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS, THIS _____ DAY OF NOVEMBER 2021.**

Attest:

Unified Government Clerk

**PARTNERHIP AND GRANT AGREEMENT BETWEEN THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS AND CREDIT & HOMEOWNERSHIP
EMPOWERMENT SERVICES, INC.**

This Partnership and Grant Agreement (“Agreement”) is made effective as of the Effective Date, as defined herein, by and between the Unified Government of Wyandotte County/Kansas City, Kansas (“Unified Government”) and Credit & Homeownership Empowerment Services, Inc.

WHEREAS, the Unified Government (hereafter referred to as “UG”) is a political subdivision organized and existing under the laws of the State of Kansas, with its principal office located at 701 North 7th Street, Kansas City, Kansas 66101 (Grantor); and

WHEREAS, Credit & Homeownership Empowerment Services, Inc (hereafter referred to as “CHES” or “Contractor”) is a HUD Approved, 501(c)(3) nonprofit, housing, financial and credit organization with its principal office located at 3125 Gillham Plaza, Kansas City, MO 64109; and

WHEREAS, CHES (Grantee) is an organization who is committed to helping people achieve financial stability through access to banking services; and

WHEREAS, the UG desires to support financial stability and access to banking among its constituents in Kansas City, Kansas area through financial empowerment services; and

WHEREAS, the UG desires to allocate funding and in kind support for financial empowerment services to be provided in Kansas City, Kansas, and desires to engage the services of CHES (via their work with the Cities for Financial Empowerment Bank On platform “Bank On”) under the performance-based criteria, terms, and conditions set forth in this Agreement;

NOW THEREFORE, AND IN CONSIDERATION of the conditions and obligations set forth below, the parties agree as follows:

ENGAGEMENT

1. The UG hereby engages and retains CHES to render financial empowerment services for the UG, and CHES agrees to accept such engagement and discharge its duties as set forth in this Agreement.
2. CHES shall perform the following tasks:
 - a. Provide a staff member who spends at least 50% of their time (0.5 FTE) leading the Bank On coalition; spearheading local coalition efforts working in concert with local government agencies, financial institutions and nonprofit community organizations.
 - b. Improve availability of appropriate low-cost, low-fee transactional bank accounts that meet the Bank On National Account Standards, including:
 - i. Negotiating with local and regional financial institution partners to offer accounts that meet the Bank On National Account Standards
 - c. Connect residents to low-cost, low-fee transactional bank accounts without overdraft, including:
 - i. Collaborating with community partners to design and implement programmatic banking access integration.

- ii. Identifying opportunities to integrate account enrollment into municipal and/or nonprofit payment structure.
 - d. Develop sustainable and productive Bank On coalition infrastructure, including:
 - i. Leading regular coalition meetings and informational events, including financial institution roundtables.
 - ii. Maintaining consistent communication with coalition members, steering committee, and community partners.
 - iii. Assisting the UG in establishing supportive policies, procedures, and marketing programs with local banking institutions.
 - iv. Meeting with UG staff on a regular basis to agree on an annual plan and current strategies for increased engagement by its citizens.
 - e. Support a vibrant Bank On learning community, including:
 - i. Participating in Bank On learning community activities, which could include webinars, conference calls, national conferences, and other communications efforts to share lessons learned with the field.
 - ii. Reporting key metrics on Bank On efforts to the coalition.
 - f. Advance availability of safe and affordable accounts by engaging at least two local or regional financial institutions to meet Bank On National Account Standards and apply for certification.
 - g. Advance banking access efforts by identifying and developing at least one additional program integration at the city, county, or state level.
 - h. Provide specific communication protocols including language for recognizing the Bank On Coalition in text and logo format.
 - i. Be responsible for the proper administration of all Bank On (and their affiliates) rules, regulations, agreements, and obligations.
- 3. UG shall perform the following tasks:
 - a. In consideration of the CHES's performance, the UG agrees to pay CHES Twenty Thousand Dollar and NO/100 (\$20,000.00) within thirty (30) days of the Effective Date of this Agreement, as well as Twenty Thousand Dollars and NO/100 (\$20,000.00) on or before June 30, 2022 (the "UG Grant").
 - b. The UG agrees to provide in-kind support which shall consist of providing a designated meeting location, marketing support, and public relations collaborations for the Term of this agreement. Meeting locations shall exclusively be utilized for the purposes of hosting meetings pertaining to the Bank On Coalition. The choice of such location shall be decided at the UG's discretion based upon available space, and all meeting times shall be authorized by the UG.
 - c. The UG agrees to provide marketing support as follows:
 - 1. The UG agrees to adhere to Bank On's marketing and communication guidelines, that are provided to the UG from CHES (as it may be amended, modified, supplemented, or otherwise revised after proper notice is given.)
 - 2. The UG agrees to provide details about all Bank On-related marketing and communication materials to CHES, reasonably in advance to determine appropriate branding opportunities.
 - a. Materials include but are not limited to, websites, newsletters, media releases, public announcements, event invitations and

- programs.
3. The UG agrees to provide to CHES final copies of all printed materials.
 4. The UG agrees to request permission from appropriate authorities before using or modifying the national Bank On logo and related branded materials.
 5. The UG agrees to coordinate with the CHES in advance before performing any media interviews or making any public announcements intended for media or public purposes related to Bank On.
- ii. The UG agrees to allow CHES the right to disseminate any products or information related to the UG's efforts to promote the Bank On program in any media of its choosing.

TERMS AND CONDITIONS

4. **Use of Grant.** The funds provided by the UG are to be used only for the purposes outlined in this Agreement. CHES must obtain prior written consent of the UG before utilizing the UG Grant to perform any work that is beyond the tasks outlined in this Agreement.
5. **Effective Date; Term.** This Agreement shall be effective from the date of the UG's signature page (the "Effective Date"). The Term of this Agreement shall be for one (1) year from the Effective Date.
6. **Non-Assignability.** CHES shall not assign, transfer, subcontract, convey or otherwise dispose of this Agreement or of its rights, obligations, responsibilities or duties hereunder, either in whole or in part without the prior written consent of the UG.
7. **Financial Reports.** It is further understood and agreed that, not later than [30 days] prior to the expiration of this Agreement, CHES shall submit to the UG a financial reports, showing in reasonable detail the disposition and use of funds that are provided on behalf of the UG. If any portions of such report are considered proprietary or confidential, CHES shall designate such portions of the report as such when it submits them to the UG. The submissions required by this paragraph shall be a condition precedent to future negotiations of renewal of this Agreement.
8. **Records.** CHES shall maintain a set of ledgers in accordance with generally accepted accounting procedures that reflect the inflow of cash and its distribution. All funds shall be secured by adequate bonding or insurance of any and all personnel involved in handling funds. Not more than once in any twelve month period, the UG's designated representative, upon reasonable notice, shall have the right to inspect those books and records of CHES relating to the report described in Section 7 above.
9. **Indemnification.** CHES shall indemnify, defend, and hold the UG harmless from and against all claims, losses, causes of action, damages, or costs arising from or in any way related to any action by CHES, its officers, agents, affiliated organizations, and employees, constituting (i) a breach of this Agreement or (ii) negligence, gross negligence or willful misconduct. This indemnification shall survive termination of this or any other agreement between the parties hereto. In no event will CHES be liable for punitive, consequential, indirect, or special damages.

10. **Insurance.** CHES shall carry or cause to be carried directors and officers' liability insurance covering all the operations embraced by this Agreement in the amount of one million dollars (\$1,000,000.00) per occurrence. Prior to disbursement of funds under this Agreement, CHES shall submit to the UG a certificate of insurance showing the coverage required herein.

11. **Exhibits.** The terms and provisions set forth in Exhibit A, attached hereto, shall be incorporated into the Agreement, and be binding upon the parties.

12. **Notice.** All notices, demands, and/or consents provided for in this Agreement shall be in writing and shall be delivered to the parties hereto by hand or by United States Mail with postage prepaid. Such notices shall be deemed to have been served on the hand delivered date or the date mailed, postage prepaid. All such notices and communications shall be addressed as follows:

To CHES:

Justin M. Walker
Director, Business Development
3125 Gilham Plaza
Kansas City, MO 64109

To the UG:

Douglas G. Bach
County Administrator
Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street
Kansas City, Kansas 66101

With a copy to:

Chief Counsel
Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street
Kansas City, Kansas 66101

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

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

Douglas G. Bach, County Administrator

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

Subscribed in my presence and sworn to before me this _____ day of
_____, 2021.

Notary Public

My Appointment Expires:

Credit & Homeownership Empowerment Services, Inc

Name:

Title:

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

Subscribed in my presence and sworn to before me this _____ day of
_____, 2021.

Notary Public

My Appointment Expires:

EXHIBIT A

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, **GENERAL CONTRACTUAL PROVISIONS**

1. **Governing Law.** This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas.
2. **Compliance with Law.** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
3. **Authority To Contract.** Contractor represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.
4. **Modification of Agreement.** This Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.
5. **Assignment.** Neither the Contractor nor the UG shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.
6. **Cash Basis Law.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the UG. This Agreement shall be construed and interpreted so as to ensure that the UG shall at all times stay in conformity with such laws and, as a condition of this Agreement, the UG reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The UG is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the UG's current budget year or (b) funds made available from any lawfully operated revenue producing source.
7. **Payment of Taxes.** The UG shall not be responsible for, nor indemnify the Contractor for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. If applicable, the Contractor shall pay the UG occupation tax prior to execution of the Agreement.
8. **Licenses and Permits.** Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. Contractor shall notify the UG immediately if any required license, permit, bond, or insurance is

cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the UG in its discretion.

9. **Independent Contractor Relation.** The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by the Contractor are employees of the UG and that no right of the UG's civil service, retirement, or personnel rules accrue to such persons. The UG shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the UG to the Contractor.
10. **Discrimination in Delivery of Services Prohibited.** During the performance of this Agreement, Contractor shall deny none of the benefits or services of the program to any eligible participant on the basis of race, religion, color, sex, disability, age, national origin, or ancestry.
11. **Equal Opportunity and Affirmative Action.**
 - a. The Contractor shall observe the provisions of the Kansas Act Against Discrimination, K.S.A. 44-1001 *et seq.* and amendments thereto, and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, age, national origin, or ancestry.
 - b. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the UG setting forth the provisions of this nondiscrimination clause.
 - c. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.
 - d. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractors.
 - e. The Contractor shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.

- f. If the Contractor fails, refuses, or neglects to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and this Agreement may be terminated, canceled, or suspended, in whole or in part, and the Contractor may be declared ineligible for any further UG contracts for a period of up to one year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, the Contractor shall have no claims for damages against the UG on account of such termination, cancellation, or suspension or declaration of ineligibility.
- g. The Contractor shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with the Kansas Act Against Discrimination. Such records shall at all times remain open to inspection by the Kansas Human Rights Commission or by the UG.
- h. The Contractor, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

12. Representations.

The Contractor makes the following representations:

- a. The price submitted is independently arrived at without collusion.
- b. It has not knowingly influenced and promises that it will not knowingly influence a UG employee or former UG employee to breach any of the ethical standards set forth in Article 12 of the Procurement Code.
- c. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §12-106 (Gratuities and Kickbacks) of the Procurement Code.
- d. It has not retained and will not retain a person to solicit or secure a UG contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

13. Waiver of Breach. The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.

14. Severability. If a court of competent jurisdiction declares any part of this Agreement to be invalid, the balance of the agreement will remain valid and enforceable.

15. Entire Agreement. This Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their

representatives, and successors in interest.

16. **Disclaimer of Liability.** The UG shall not hold harmless or indemnify the Contractor for any liability whatsoever.
17. **Termination for Default.** If the Contractor refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the UG County Administrator may notify the Contractor in writing of the delay or nonperformance and, if not cured in ten (10) days or any longer time specified in writing by the UG County Administrator, such officer may terminate the Contractor's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The UG shall pay the Contractor the costs and expenses and reasonable profit for services performed by the Contractor prior to receipt of the notice of termination; however, the UG may withhold from amounts due the Contractor such sums as the UG County Administrator deems to be necessary to protect the UG against loss caused by the Contractor because of the default.

Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the Contractor has notified the UG County Administrator within fifteen (15) days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the UG and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractors to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractors were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the UG County Administrator shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and both the UG and the Contractor agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by the Contractor will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If the Contractor is adjudged bankrupt or insolvent;
- If the Contractor makes a general assignment for the benefit of his creditors;

- If a trustee or receiver is appointed for the Contractor or any of its property;
- If the Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If the Contractor repeatedly fails to supply sufficient services following written notice of such failure from UG;
- If the Contractor disregards the authority of the UG County Administrator;
- Acts other than those specified may constitute substantial breach of this Agreement.

18. **Termination for Convenience.** The UG County Administrator may, when the interests of the UG so require, terminate this contract in whole or in part, for the convenience of the UG. The UG County Administrator shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The UG County Administrator shall pay the Contractor the following amounts:

All costs and expenses incurred by the Contractor for work accepted by the UG prior to the Contractor's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by the Contractor for work not yet accepted by the UG but performed by the Contractor prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by the Contractor shall not be allowed.

19. **Disputes.** All controversies, claims and disputes arising from or relating to this Agreement will be initially be handled through non-binding arbitration before a single neutral arbitrator located in the Kansas City Metro Area, conducted under the applicable rules of the American Arbitration Association. Nothing in this Section 19 will prohibit or prevent either Party from seeking damages or obtaining specific performance, injunctive or other equitable relief in court to enforce the restrictive covenants of this Agreement or in any other agreement between the Parties.

20. **Ownership of Materials.** All property rights, including publication rights, in all interim, draft, and final documentation, including machine-readable media, produced by the Contractor for delivery to UG in connection with the work pursuant to this Agreement, shall be in the UG. For purposes of clarification, the preceding shall not apply to (i) materials produced by Bank On for distribution to consumer and/or (ii) documents, reports, etc. produced by CHES for internal purposes.

21. **Availability of Records and Audit.** The Contractor agrees to maintain books, records,

documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called “records”) to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. The Contractor agrees to make available at the offices of the UG at all times during the Term any of the records for inspection, audit, or reproduction by any authorized representative of the UG. Except for documentary evidence delivered to the offices of the UG, the Contractor shall preserve and make available to persons designated by the UG his records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.

22. **No Limit of Liability.** Nothing in this Agreement shall be construed to limit the Contractor’s liability to the UG as such liability may exist by or under operation of law.



Staff Request for Commission Action

Tracking No. 211180

Full Commission Meeting Date: 12/02/2021

Committee: Full Commission

Date of Standing Committee Action: 11/15/2021
(If none, please explain):

Publication Required: No

<u>Date:</u> 11/22/2021	<u>Contact Name:</u> James Bain	<u>Contact Phone:</u> x5077	<u>Contact Email:</u> jbain@wycokck.org	<u>Department/Division:</u> Legal
<u>Item Description:</u> A resolution approving the execution of the agreement to release and assign the Unified Government's Opioid litigation claims to the Kansas Attorney General.				
<u>Action Requested:</u> To adopt the resolution.				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> Resolution (Release and Assign Opioid Claims), Agreement to Release and Assign Opioid Litigation Claims (AG - 2021), Kansas Opioids Memorandum of Understanding between the Attorney General - AGO Edits				

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE EXECUTION AND DELIVERY
OF AN AGREEMENT TO RELEASE AND ASSIGN THE UNIFIED
GOVERNMENT’S OPIOID CLAIMS TO THE KANSAS ATTORNEY
GENERAL.**

WHEREAS, in 2018, the Unified Government of Wyandotte County/Kansas City, KS (the “UG”), put out a Notice of Need for the retention of outside counsel to determine whether the UG sustained damages related to the opioid epidemic and, if applicable, to file suit to recover such damages; and

WHEREAS, the UG sustained damages related to the opioid epidemic; and

WHEREAS, the UG joined hundreds of other local governments filing a lawsuit to recover damages sustained by the UG related to the opioid epidemic (the “Claims”); and

WHEREAS, in 2021, the Kansas Legislature enacted the Kansas Fights Addiction Act (the “Act”), authorizing litigating municipalities such as the UG to access opioid litigation settlement funds and become eligible for certain state grants by entering an agreement releasing the litigating municipality's opioid litigation claims to the Attorney General and assigning any future opioid litigation claims to the Attorney General (the “Agreement”); and

WHEREAS, the UG desires to enter an Agreement releasing and assigning its Claims to the Attorney General in order to access opioid litigation settlement funds and become eligible for certain state grants;

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

Section 1. Authorization of the Agreement. The UG is hereby authorized to enter into the Agreement by and between the Attorney General and the ug in substantially the form presented to and reviewed by the Board of Commissioners at this meeting, with such changes therein as shall be approved by the Chief Counsel, the UG’s outside counsel, and the Administrator. Such officials’ signatures thereon being conclusive evidence of their approval thereof and the same are hereby approved in all respects.

Section 2. Execution of the Agreement. The Administrator, Chief Counsel and UG Clerk are hereby authorized and directed to execute, seal, attest and deliver the Agreement in substantially the form presented to and reviewed by the Board of Commissioners at this meeting and such other settlement agreements, documents, certificates and instruments as may be necessary and desirable to carry out and comply with the intent of this Resolution, for and on behalf of and as the act and deed of the UG.

Section 3. Certification of Costs and Expenses. The UG hereby certifies that it has incurred costs and expenses related to substance abuse or addiction mitigation and abatement in

excess of \$500, the UG anticipates incurring future costs and expenses related to substance abuse or addiction mitigation and abatement in excess of \$500, and the UG can utilize the opioid litigation settlement funds for lawful purposes. The Administrator and Chief Counsel are hereby authorized to execute, seal, attest and deliver such other documents, certificates and instruments as may be necessary and desirable to certify these costs and expenses or similar costs and expenses, for and on behalf of and as the act and deed of the UG.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS 2ND
DAY OF DECEMBER 2021.**

David Alvey, Mayor/CEO

ATTEST:

Unified Government Clerk

Agreement to Release and Assign Claims

BETWEEN:

The Unified Government of Wyandotte County/Kansas City, KS (the “Assignor”), a municipality as defined by Kansas Statutes Annotated §12-105a, or other Political Subdivision, located within the State of Kansas, with its principal business office located at:

701 N. 7th St.
Kansas City, KS 66101

AND:

Derek Schmidt, the duly elected Attorney General of the State of Kansas, with a principal business office located at:

The Office of the Kansas Attorney General
120 SW 10th Ave., 2nd Floor
Topeka, KS 66612

FOR VALUE CONTEMPLATED, consistent with **Kansas Opioids Memorandum of Understanding between the Attorney General, the League of Kansas Municipalities, and the Kansas Association of Counties**, as adopted by resolution passed by the Assignor on December 2, 2021, the Assignor hereby releases its legal claims, and transfers and assigns to the Assignee, his successors, assigns, deputies, assistants, and personal representatives, any and all claims, demands, and cause or causes of actions on any kind whatsoever which the undersigned has or may have against any opioid manufacturer, distributor, and/or pharmacy, or entity within the Pharmaceutical Supply Chain, arising from the following type of claim:

Any and all claims arising out of “covered conduct” and “opioid litigation” as defined by 2021 Kansas House Bill No. 2079, and any and all claims on file by Assignor in MDL Case No. 1:17-md-2804, if any.

Assignor’s counsel will remain as counsel for any Assignor claims that have been filed. Any filed claims that the Attorney General does not pursue are not “covered conduct” and will revert back to the filing Assignor. These will revert when the Attorney General informs the Assignor that they will not be pursued or if the claim has not reached resolution by January 1, 2026, whichever occurs first. If the Attorney General informs the Assignor by December 31, 2025 that it still intends to pursue a claim that has not yet resolved, then the claim will not revert back at that time and the time for resolution will be extended by six months. This extension will continue to be available to the Attorney General as long as they deem necessary to resolve a claim.

Further, if any Court orders discovery to be conducted on any of Assignor’s filed claims, Assignor shall be allowed to conduct such discovery that is necessary to keep the claim viable until such time that it reaches a resolution or reverts back to Assignor.

And the undersigned may in the name of the State of Kansas and for the benefit of the State of Kansas as defined by state law, 2021 House Bill No. 2079, and consistent with **Kansas Opioids Memorandum of Understanding between the Attorney General, the League of Kansas Municipalities, and the Kansas Association of Counties**, prosecute, collect, settle, compromise and grant releases on said claim as in

his sole discretions deems advisable.

IN WITNESS THEREOF, the parties have executed this Assignment on the day and year first above written.

Signed, sealed and delivered in the presence of:

ASSIGNOR

ASSIGNEE

Authorized Signature

Authorized Signature

Douglas G. Bach
Administrator
Unified Government of Wyandotte
County/Kansas City, KS

Derek Schmidt
Attorney General
Office of the Kansas Attorney General

**Kansas Opioids Memorandum of Understanding between the Attorney General, the
League of Kansas Municipalities, and the Kansas Association of Counties**

Whereas the people of the State of Kansas and its communities have been harmed by the Opioid Epidemic due to the misfeasance, nonfeasance, and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the State of Kansas, through its Attorney General, and certain Political Subdivisions, through their elected representatives and counsel, that separately have claims or potential claims seek to hold Pharmaceutical Supply Chain Participants accountable for the damages caused by their misfeasance, nonfeasance, and malfeasance; and

Whereas, the State of Kansas, through its Attorney General and its Political Subdivisions share a common desire to abate and alleviate the impacts of the opioid epidemic caused by that misfeasance, nonfeasance, and malfeasance throughout the State of Kansas; and

Whereas, in furtherance of that goal, during the 2021 Legislative Session, the Kansas Legislature passed the Kansas Fights Addiction Act, House Bill 2079, to address the use of funds received from opioid litigation and establish limits on future opioid litigation by municipalities; and

Whereas, House Bill 2079 contemplates the distribution of settlement funds received from the opioid litigation to non-litigating municipalities and litigating municipalities who have entered into an agreement to waive their claims according to a formula negotiated between the Attorney General, the League of Kansas Municipalities, and the Kansas Association of Counties; and

Whereas, Kansas's share of settlement funds from certain national settlement agreements will be maximized only if all necessary Kansas Political Subdivisions participate; and

Whereas, the intent of the Kansas Fights Addiction Act and this Memorandum are to capture all funds dedicated by any settlement agreement to the State or to any Kansas Political Subdivision, including funds dedicated by the terms of any settlement agreement solely for the use by the State or by a Kansas Political Subdivision.

Whereas the moneys in the Municipalities Fight Addiction Fund shall be expended for projects and activities that prevent, reduce, treat, or mitigate the effects of substance abuse and addiction or to reimburse the municipality for previous expenses related to substance abuse mitigation or arising from covered conduct.

Now, therefore, the State of Kansas and its Political Subdivisions through their respective representatives, the League of Kansas Municipalities and the Kansas Association of Counties, subject to completing formal documents effectuating the Parties' agreement, enter this Memorandum

of Understanding ("MOU") to maximize and facilitate the distribution of the proceeds of national settlement agreements allocated to the State of Kansas and its Political Subdivisions.

A. Definitions

As used in this MOU:

1. "Approved Purpose(s)" shall mean projects and activities, including, but not limited to law enforcement, that prevent, reduce, treat, or mitigate the effects of substance abuse and addiction or to reimburse the State or Political Subdivisions for previous expenses related to substance abuse mitigation or arising from covered conduct, subject to any limitations on uses imposed on specific Settlement Funds by any agreement entitling the State or Political Subdivision to those Settlement Funds. Moneys in the Municipalities Fight Addiction fund may also be used by State and Political Subdivisions for the payment of litigation costs, expenses or attorney fees related to opioid litigation, except that a Political Subdivision shall first seek payment from applicable outside settlement sources or settlement fee funds prior to utilizing moneys from the Municipalities Fight Addiction fund for such payments, expenses, or fees.
2. "Covered Conduct" shall mean any conduct covered by opioid litigation that resulted in payment of moneys into the Kansas Fights Addiction fund.
3. "Expanded Population" shall be the sum of the population of all Political Subdivisions in the State, notwithstanding that persons may be included within the population of more than one Political Subdivision.
4. "Maximizing Settlement" refers collectively to the J&J National Settlement, the Distributor National Settlement, the Purdue Bankruptcy Settlement, the Mallinckrodt Bankruptcy Settlement, Insys Bankruptcy Settlement, and any future settlements that utilize a bonus structure for litigating entity and/or population participation.
 - a. "J&J National Settlement" means a national settlement agreement with Johnson & Johnson and its related corporate entities concerning alleged misconduct in the manufacture, marketing, promotion, reporting, distribution, and/or dispensing of opioids.
 - b. "Distributor National Settlement" means a national settlement agreement with pharmaceutical distributors AmerisourceBergen, Cardinal Health, McKesson, and their related corporate entities concerning alleged misconduct in the marketing, promotion, reporting, distribution, and/or dispensing of opioids.
 - c. "Purdue Bankruptcy Settlement" means any national settlement with non-federal government entities, including States and their political subdivisions, in the Purdue Bankruptcy Plan as approved by the Court in *In re: Purdue Pharma, L.P.*, Case No. 19-23648, which is pending in the United States Bankruptcy Court for the Southern District of New York.
 - d. "Mallinckrodt Bankruptcy Settlement" means any national settlement with non-federal government entities, including State and their political subdivisions in the Mallinckrodt Bankruptcy Plan as approved by the Court in *In re: Mallinckrodt PLC*,

et al., Case No. 20-12522, which is pending in the United States Bankruptcy Court or the District of Delaware.

- e. "Insys Bankruptcy Settlement" means any national settlement with non-federal government entities, including States and their political subdivisions in the Insys Bankruptcy Plan as approved by the Court in *In re: Insys Therapeutics, Inc., et al.*, Case No. 19-11292, which is pending in the United States Bankruptcy Court for the District of Delaware.
- 5. "Maximizing Settlement Funds" refers collectively to the J&J National Settlement Funds, the Distributor National Settlement Funds, the Purdue Bankruptcy Settlement Funds, the Mallinckrodt Bankruptcy Settlement Funds, and any future settlements that utilize a bonus structure for litigating entity and/or population participation.
 - a. "J&J Settlement Funds" shall mean monetary amounts allocated to the State of Kansas and its political subdivisions in the J&J National Settlement.
 - b. "Distributor National Settlement Funds" shall mean monetary amounts allocated to the State of Kansas and its political subdivisions in the Distributor National Settlement.
 - c. "Purdue Bankruptcy Settlement Funds" shall mean monetary amounts allocated to the State of Kansas and its political subdivisions in the Purdue Bankruptcy Settlement.
 - d. "Mallinckrodt Bankruptcy Settlement Funds" shall mean monetary amounts allocated to the State of Kansas and its political subdivisions in the Mallinckrodt Bankruptcy Settlement.
 - 6. "Parties" shall mean the State of Kansas, the League of Kansas Municipalities, and the Kansas Association of Counties.
 - 7. "Pharmaceutical Supply Chain" shall mean the process and channel through which opioids or opioid products are manufactured, marketed, promoted, distributed, dispensed, or prescribed.
 - 8. "Pharmaceutical Supply Chain Participants" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, reporting, distribution, dispensing of, or prescription of any opioid analgesic.
 - 9. "Political Subdivision" shall mean any Kansas city or county.
 - a. "Litigating City" or "Litigating County" shall mean a Political Subdivision that filed or became a party to opioid litigation in court prior to January 1, 2021, or received approval from the Attorney General to file or become a party to opioid litigation and has filed or become a party to opioid litigation on or after January 1, 2021.
 - b. "Nonlitigating City" or "Nonlitigating County" shall mean a Political Subdivision

that has not filed or became a party to opioid litigation.

10. "Population" shall refer to the published Certified Kansas Population by County estimates produced by the Kansas Division of the Budget released on July 1, 2021.
11. "Release and Assignment Agreement" shall mean an agreement between the Attorney General and a Litigating City or Litigating County, by which a Litigating City or Litigating County releases its legal claims arising from covered conduct to the Attorney General and assigns any future legal claims arising from covered conduct to the Attorney General, in substantially the same form of the agreement attached hereto as Exhibit A.
12. "Standard Settlement" shall mean a negotiated pre-judgement resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions. Standard Settlement shall not include any Maximizing Settlement.
13. "Standard Settlement Funds" shall mean base monetary amounts obtained through a settlement before any bonus structure for litigating entity and/or population participation. Standard Settlement Funds do not include any Maximizing Settlement Funds.
14. "State" shall mean the State of Kansas acting through its Attorney General.
15. "Settlement Funds" shall mean Standard Settlement Funds and Maximizing Settlement Funds.

B. Allocation of Standard Settlement Funds

1. All Standard Settlement Funds shall be divided with 25% going to the Municipalities Fight Addiction Fund and 75% going to the Kansas Fights Addiction Fund.
2. The 25% of Standard Settlement Funds going to the Municipalities Fight Addiction Fund shall be divided with 50% going to cities and 50% going to counties.
3. The city share of the Standard Settlement Funds of the Municipalities Fight Addiction Fund shall be allocated per capita by population of each city subject to the following:
 - a. Any Litigating City that enters a Release and Assignment Agreement prior to January 1, 2022, shall be entitled to Standard Settlement Funds. In the event a Litigating City does not enter a Release and Assignment Agreement prior to January 1, 2022, the allocation percentage for said City shall be redistributed equally per capita to the remaining eligible cities.
 - b. To be eligible for an allocation of Standard Settlement Funds, prior to January 1, 2022, nonlitigating cities must pass a resolution stating the city has previous or expected expenses related to substance abuse or addiction mitigation or other

covered conduct in excess of \$500 and the city can utilize the Standard Settlement Funds in accordance with the approved purposes. This resolution must be submitted to the Attorney General along with any other required documents necessary to distribute funds. In the event a Nonlitigating City does not pass such resolution prior to January 1, 2022, the allocation percentage for said City shall be redistributed equitably to the remaining eligible cities.

- c. In the event an eligible city merges, dissolves, or ceases to exist, the allocation percentage for said City shall be redistributed equitably to the remaining eligible cities.

4. The county share of the Standard Settlement Funds of the Municipalities Fight Addiction Fund shall be allocated per capita by population of each county subject to the following:

- a. Any Litigating County that enters a Release and Assignment Agreement prior to January 1, 2022, shall be entitled to Standard Settlement Funds. In the event a Litigating County does not enter a Release and Assignment Agreement prior to January 1, 2022, the allocation percentage for said County shall be redistributed equally per capita to the remaining eligible counties.
- b. To be eligible for an allocation of Standard Settlement Funds, prior to January 1, 2022, nonlitigating counties must pass a resolution stating the county has previous or expected expenses related to substance abuse or addiction mitigation or other covered conduct in excess of \$500 and the county can utilize the Standard Settlement Funds in accordance with the approved purposes. This resolution must be submitted to the Attorney General along with any other required documents necessary to distribute funds. In the event a Nonlitigating County does not pass such resolution prior to January 1, 2022, the allocation percentage for said County shall be redistributed equitably to the remaining eligible counties.
- c. In the event an eligible county merges, dissolves, or ceases to exist, the allocation percentage for said County shall be redistributed equitably to the remaining eligible counties.

5. The Political Subdivision share shall be paid directly to the Political Subdivision to be held in a segregated account to be used for Approved Purposes. Funds in this special revenue fund shall not be commingled with any other money or fund of the city or county. Although Political Subdivisions may make contracts with or grants to a nonprofit, charity, or other entity, Political Subdivisions may not assign to another entity their rights to receive payments from the Municipalities Fight Addiction Fund.

C. Allocation of Maximizing Settlement Funds

- 1. All Maximizing Settlement Funds shall be divided with 25% going to the Municipalities Fight Addiction Fund and 75% going to the Kansas Fights Addiction Fund.

2. The 25% of Maximizing Settlement Funds going to the Municipalities Fight Addiction Fund shall be divided with 50% allocated to cities and 50% allocated to counties.
3. The city and county shares of the Maximizing Settlement Funds of the Municipalities Fight Addiction Fund shall be allocated per capita **subject to** the following:
 - a. Any Litigating City or Litigating County that enters a Release and Assignment Agreement prior to January 1, 2022 shall be entitled Maximizing Settlement Funds. In the event a Litigating City or Litigating County does not enter a Release and Assignment Agreement prior to January 1, 2022, the allocation percentage, if any, for said City or County shall be redistributed equally per capita, subject to section C.3.c. and C.3.d below, to the remaining eligible cities and counties.
 - b. To be eligible for an allocation of Maximizing Settlement Funds, prior to January 1, 2022, nonlitigating cities and counties must pass a resolution, consistent with paragraphs B.3.b. and B.4.b. above, stating the city or county has previous or expected expenses related to substance abuse or addiction mitigation or other covered conduct in excess of \$500 and the county can utilize the Maximizing Settlement Funds in accordance with the approved purposes. This resolution must be submitted to the Attorney General along with any other required documents necessary to distribute funds. In the event a Nonlitigating City or County does not pass such resolution prior to January 1, 2022, the allocation percentage for said City or County, if any, shall be redistributed equally per capita, subject to section C.3.c. and C.3.d below, to the remaining eligible cities and counties.
 - c. The allocation of Maximizing Settlement Funds to the cities shall be distributed:
 - i. to Litigating Cities that have entered a Release and Assignment Agreement according to each such Litigating City's population proportional to the total population of all cities in Kansas, multiplied by 1.25; and
 - ii. the balance, thereof, distributed to all eligible non-litigating cities, according to each such City's population proportional to the total population of all cities in Kansas.
 - d. The allocation of Maximizing Settlement Funds to the counties shall be distributed as follows:
 - i. 50% of the total allocation of Maximizing Settlement Funds to the counties shall be distributed to all counties, subject to the limitation of sections C.3.a. and C.3.b, in Kansas, according to each such county's population proportional to the total population of all counties in Kansas;
 - ii. 50% of the total allocation of Maximizing Settlement Funds to the counties shall be distributed to the Litigating Counties that have entered a Release and Assignment Agreement and shall be dispersed per capita proportional to the total population of Litigating Counties;

- iii. This 50% assumes that 100% of Litigating Counties are participating. If less than 100% of Litigating Counties participate, this 50% to the Litigating Counties is reduced by the corresponding reduction in the settlement.
 - 1. For example, in the Distributors' Settlement Incentive B, if only 95% of the Litigating Subdivisions participate, the incentive is lowered from 100% to 60%. In that instance, the Maximizing Settlement Funds to the Litigating Counties would be 30% ($50\% (.5) \times 60\% (.6)$).
- iv. Nothing in paragraph C.3.d.ii., shall prohibit a Litigating County from being awarded a distribution pursuant to paragraph C.3.d.i.
- e. Maximizing Settlement Funds shall be distributed directly to the eligible Political Subdivisions, both cities and counties, by the Attorney General or in some other manner consistent with the provisions 2021 Kansas House Bill 2079.
- f. Maximizing Settlement Funds distributed to the eligible Political Subdivisions shall be held in a segregated account by the respective Political Subdivisions to be used for Approved Purposes. Funds in this special revenue fund shall not be commingled with any other money or fund of the Political Subdivision. Although Political Subdivisions may make contracts with or grants to a nonprofit, charity, or other entity, they may not assign to another entity their rights to receive Maximizing Settlement Funds.

D. Use of Settlement Funds

1. Regardless of allocation, all Settlement Funds shall be used in a manner consistent with the Approved Purposes. Prior to using any Settlement Funds as reimbursement for previous expenses related to substance abuse mitigation or arising from covered conduct, a Political Subdivision shall pass a resolution stating that its previous expenses related to substance abuse mitigation or arising from covered conduct are greater than or equal to the amount of funds that the Political subdivision seeks to use for reimbursement. Each Political Subdivision that receives any Settlement Funds shall request moneys, report on expenditures, and monitor the use of Settlement Funds consistent with the terms of this MOU, Kansas State Law, and with the terms of any Maximizing Settlement which provides funds to the Municipalities Fights Addiction Fund.
2. If a Political Subdivision spends any Settlement Funds on an expenditure inconsistent with the terms of this MOU, the political subdivision shall have 60 days after discovery of the expenditure to cure the inconsistent expenditure through payment of such amount for Approved Purposes through budget amendment or repayment.
3. Political Subdivisions may pool Settlement Funds with other Political Subdivisions to cooperatively expend pooled Settlement Funds for Approved Purposes or deposit their Settlement

Funds in the Kansas Fights Addiction fund to be distributed by the Kansas Fights Addiction grant review board.

4. Litigating Cities and Litigating Counties may only use their own respective shares of Settlement Funds to reimburse the payment of litigation costs, expenses or attorney fees related to opioid litigation. In order for Litigating Cities and Litigating Counties to use Settlement Funds from the Municipalities Fight Addition Fund to reimburse the payment of litigation costs, expenses or attorney fees related to opioid litigation, such Litigating City or Litigating County must first seek payment from applicable outside settlement sources or settlement fee funds, consistent with 2021 Kansas House Bill No. 2079.

E. Distribution of Settlement Funds

1. Prior to the initial distribution, and in no event later than March 1, 2022, the Parties shall negotiate a Settlement Funds Distribution Procedure. The Settlement Funds Distribution Procedure will operate as an extension of this agreement, and shall be interpreted as incorporated within this agreement in whole.
2. For 2022, Settlement Funds shall be distributed as soon as reasonably practicable, and, such funds shall be distributed no later than June 1, 2022.
3. For all years after 2022, Settlement Funds shall be distributed annually no later than April 1 of the respective year.
4. Expenses for the administration of the distribution of settlement funds, pursuant to the Settlement Funds Distribution Procedure, shall be shared proportionally among the Parties.

F. Enforcement

1. This MOU is enforceable only by the parties. Political Subdivisions shall not have direct enforcement rights under this MOU; *however*, Political Subdivisions shall have the right to bring disputes arising from the terms of this MOU to (i) the League of Kansas Municipalities for cities; (ii) the Kansas Association of Counties for counties, or (iii) to the Kansas Attorney General's Office for either cities or counties. Any party receiving a dispute from a Political Subdivision must comply with the terms of the dispute resolution terms of this MOU within 30 days of receipt of the dispute from the Political Subdivision.
2. If a Party has a dispute under the terms of this MOU, either on its behalf or on the behalf of a Political Subdivision, the Party shall notify the remaining Parties about the dispute. Within 45 days of notice of a dispute and at the earliest convenience of all involved, the Parties shall meet and confer to resolve the dispute. Any resolution to the dispute shall be agreed upon by

unanimous agreement of the parties and reduced to writing. In the event that the dispute is raised by a Party on behalf of a Political Subdivision, the writing detailing the resolution shall be delivered to the Political Subdivision within 30 days of the date of the resolution.

3. In the event that the parties are unable to reach a unanimous resolution, the disputing party may seek enforcement of the terms of the MOU in the District Court of Shawnee County, Kansas.

G. Amendments

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

H. Preservation of Records

Any Political Subdivision receiving Settlement Funds shall maintain for a period of at least three years, records of all Settlement Fund expenditures and documents underlying those expenditures, so that it can be verified that these funds are being or have been utilized in a manner consistent with this MOU.

J. Notice of Additional Settlements

The State of Kansas, through the Office of the Attorney General shall, in a timely manner, notify the parties to this agreement of the receipt of settlement funds and any new settlements subject to disbursement according to this agreement. Notice may be given in any manner reasonably calculated to inform the parties of the action having taken place.

K. Conflicts with other Agreements

The parties to this MOU acknowledge that the purpose and intent of this agreement is to combat the opioid crisis by creating a strategy tailored to Kansas in compliance with House Bill 2079. Therefore, by entering into this agreement, the parties agree and acknowledge that the distribution, expenditure, and oversight of opioid funds as discussed herein shall be governed by this MOU. This MOU, its exhibits, attachments, and amendments, if any, contains the entire agreement between the Parties. If any term contained in this MOU conflicts with any allocation plan, apportionment plan, distribution methodology, or abatement plan that is created by, or subject to the discretion of, some other individual, entity, or court outside the State of Kansas, the parties agree that the terms of this MOU shall control.

L. Counterparts

This MOU may be executed in any number of counterparts, each of which shall constitute an

original and all of which together shall constitute the same MOU. This MOU may be executed via electronic signature and may be considered to have the same legal effect as if it were the original signed version.

M. Waiver

The failure by a party to strictly enforce this MOU shall not constitute a waiver by that party under this MOU.

N. Governing Law

This MOU shall be construed in accordance with the laws of the State of Kansas.

O. Severability

In the event any provision of this MOU is found to be invalid or unenforceable, that provision shall be stricken and the remainder of the MOU shall be applied as if the stricken provision were not part of the MOU.

Acknowledgement of Agreement

We the undersigned have participated in the drafting of the above MOU. This document has been collaboratively drafted to maximize the State of Kansas' share of any opioid settlement.

Exhibit A — Agreement to Release and Assign Claims

BETWEEN:

[NAME OF POLITICAL SUBDIVISION], (the “Assignor”), a municipality as defined by Kansas Statutes Annotated §12-105a, or other Political Subdivision, located within the State of Kansas, with its principal business office located at:

[COMPLETE MAILING ADDRESS]

AND:

Derek Schmidt, the duly elected Attorney General of the State of Kansas, with a principal business office located at:

The Office of the Kansas Attorney General
120 SW 10th Ave., 2nd Floor
Topeka, KS 66612

FOR VALUE CONTEMPLATED, to gain access to money recovered by the State of Kansas for the abatement or remediation of substance abuse or addiction, made available by the Kansas Fights Addiction Act, 2021 Kansas House Bill No. 2079, consistent with **Kansas Opioids Memorandum of Understanding between the Kansas Attorney General, the League of Kansas Municipalities, and the Kansas Association of Counties**, and to permit as adopted by resolution passed by the Assignor on [____DATE____], the Assignor hereby releases its legal claims, and transfers and assigns to the Assignee, his successors, assigns, deputies, assistants, and personal representatives, any and all claims, demands, and cause or causes of actions on any kind whatsoever which the undersigned has or may have against any opioid manufacturer, distributor, and/or pharmacy, or entity **within the Pharmaceutical Supply Chain**, arising from the following type of claim:

Any and all claims arising out of “covered conduct” and “opioid litigation” as defined by 2021 Kansas House Bill No. 2079, and any and all claims on file by Assignor in MDL Case No. 1:17-md-2804, if any.

And the undersigned may in the name of the State of Kansas and for the benefit of the State of Kansas as defined by state law, 2021 House Bill No. 2079, and consistent with Kansas Opioids Memorandum of Understanding between the Attorney General, the League of Kansas Municipalities, and the Kansas Association of Counties, prosecute, collect, settle, compromise and grant releases on said claim as in his sole discretions deems advisable.

Any failure of the Assignor to comply with any requirement of the Memorandum of Understanding, the Kansas Fights Addiction Act, any other provision of Kansas law, or any reporting, requesting, monitoring, or other provision of any opioid settlement agreement which produces money governed by the Kansas Fights Addiction Act, may result in the suspension, termination, or other cessation of future payments to the Assignor from any fund established in the Kansas Fights Addiction Act.

IN WITNESS THEREOF, the parties have executed this Assignment on the day and year first above written.

Signed, sealed and delivered in the presence of:

ASSIGNOR

ASSIGNEE

Authorized Signature

Print Name and Title

Authorized Signature

Derek Schmidt, Kansas Attorney General
Office of the Kansas Attorney General



County Administrator's Office
Douglas G. Bach, County Administrator

701 North 7th St., Suite 945
Kansas City, Kansas 66101-3064

Phone: (913) 573-5030
Fax: (913) 573-5540

NOTICE OF PENDING APPOINTMENT

DATE: December 2, 2021

BOARD POSITION: Kansas City, Kansas Housing Authority

INCUMBENT REPLACED: Tim Rhodes

TERM EXPIRATION DATE: Resigned

APPOINTING COMMISSIONER: Angela Markley

REQUEST FOR APPOINTMENT

NAME OF NEW APPOINTMENT: Chandra Ward

TERM OF OFFICE: 12/2/2021-12/11/2023

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

REGULAR SESSION
OCTOBER 14, 2021

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in regular session Thursday, October 14, 2021, with eight members present via Zoom: Bynum, Commissioner At-Large First District; Burroughs, Commissioner At-Large Second District; McKiernan, Commissioner Second District; Ramirez, Commissioner Third District; Johnson, Commissioner Fourth District; Walters, Commissioner Seventh District; Philbrook, Commissioner Eighth District; and Alvey, Mayor/CEO, presiding. Townsend, Commissioner First District; Kane, Commissioner Fifth District; and Markley, Commissioner Sixth District; were absent. The following officials were also in attendance: Doug Bach, County Administrator; Melissa Sieben, Alan Howze, Emerick Cross, and Bridgette Cobbins, Assistant County Administrators; Misty Brown, Chief Counsel; Brett Deichler, Interim Unified Government Clerk; Ashley Hand, Director of Strategic Communication; Patrick Waters, Deputy Chief Counsel; Alley Porter, Commission Liaison; and Jeff Conway, Assistant Counsel.

Mayor Alvey said before I call the meeting to order, I want to announce that due to COVID-19, commissioners are attending remotely and on-site. All participants joining by phone should mute their phones when not speaking to avoid background noise.

During the meeting, please make sure that you announce yourself by name and title every time you speak so the public that is observing knows who is speaking. This is critical given the number of remote participants and is current guidance from the Kansas Attorney General.

Due to COVID-19 requirements, members of the public is allowed to participate by Zoom or submit comment by email prior to the meeting. Those comments are included in the record of the meeting. The public also has the opportunity to provide brief comments in the lobby of the Municipal Office Building during public hearing sections.

Roll call: Johnson, Walters, Philbrook, Bynum, Burroughs, McKiernan, Ramirez, Alvey.

Mayor Alvey said our invocation is being given by Commissioner Harold Johnson of Faith Deliverance Church of God in Christ.

Mayor Alvey asked, Mr. Clerk, are there any revisions to tonight's agenda? **Brett Deichler, Interim Unified Government Clerk**, said, Mayor, a blue sheet was issued highlighting two changes in tonight's session. The first modification occurred during tonight's 5:00 session removing the County Administrator's Quarterly Review from the Executive Session.

The second modification was issued to remove the Land Bank Application Options from tonight's full Commission Agenda. Those were the only changes to tonight's agenda, Mayor.

MAYOR'S AGENDA

Item No. 1 – 211083...COMMUNICATION: REDISTRICTING LETTER OF SUPPORT AND TESTIMONY

Synopsis: Consideration of Unified Government redistricting testimony and a letter of support urging the Kansas Legislature to leave as much of Wyandotte County and Johnson County together in the 3rd Congressional District as possible when redistricting maps are drawn, submitted by Mistry Brown, Chief Counsel.

Mayor Alvey said the first item is a communication that we were asked, as the Unified Government, to provide to those who will be deciding redistricting, you know, based upon the most recent census results. So, I wanted to bring this to the Commission for consideration. This is our testimony. It's also a Letter of Support urging the Kansas Legislature to leave as much of Wyandotte County and Johnson County together in the 3rd Congressional District as possible when redistricting maps are drawn and this is submitted by Misty Brown, our Chief Counsel.

Misty Brown, Chief Counsel, said as everyone knows we are in the process of being redistricted and it's happening in the state. As it has done in the past, the Unified Government would have a chance to give testimony or provide letters to state its position on redistricting. So, in order to do that, the Commission's public stance on it is important and what is being proposed, as the Mayor said, to urge the state to leave as much of the 3rd Congressional District together as possible when they're redrawing the maps.

Mayor Alvey said, Commissioner Burroughs, I don't want to put you on the spot, but I know you've been engaged in the committees from the state level on the redistricting. If you want to just give us a brief description of where that process is and where you think it might be going.

Commissioner Burroughs said I will state we had, as everyone knows, 14 town halls in just a little over four and a half days all across Kansas. I will state that the numbers were released, I believe, the day before yesterday. I just got an update that all the numbers, that's down to the precinct level and the neighborhood levels, were released. I haven't had a chance to review all of those numbers yet, but I truly believe that will start the mapping process.

I will state I'm really pleased to see our community submit the letters. Testimony will be allowed to be received throughout the entire process. What will happen is, maps will be presented by each gallery, basically each house, and each chamber, and what they will do is they will be in bill form. So, any change whatsoever to a precinct or district will require another bill. Then, if we can get an agreement on that bill, it goes to the Governor has the Governor as the choice of signing them or vetoing them. If she veto's and they go back, we start the process all over again. If everything holds true, I will state that I believe the 3rd District is being quite challenged to remain whole.

There has been a tremendous growth in Johnson County alone, 88, 000 new people, and they will probably pick up at least two new house seats and quite possibly a senate seat. It's very imperative everywhere in the state that I had the privilege of traveling to and listening to town halls, without a fault the people in the first congressional district wanted to see the 3rd Congressional District remain whole. So, even in Garden City, even in western Hays, and some of the other small communities we had the privilege of visiting, wanted to see the 3rd Congressional which is Wyandotte County and Johnson remain whole.

We share a border with the metropolitan area, we have urban communities that are not related to the rural communities, our industries are different and so I would just state that please submit testimony. As I've stated, every Commission, every community, every organization, please submit your testimony, but be mindful, anything and everything that you will submit is subpoenaable and will be made a matter of record. I am the ranking member for the House. I have submitted a letter on behalf of our community as the ranking member. I did that early on prior to us having the meeting here locally. So, I'm really pleased to see the administration submit a letter representing

the 3rd Congressional District Wyandotte County. I think it's very imperative that letter be part of the testimony.

Mayor Alvey said this is just for consideration. This is not a resolution to want to send to the commission whether we support sending a letter, correct? **Ms. Brown** said that's correct. You can vote on it without a resolution as long as the Commission is—**Mayor Alvey** asked, is there a motion to support a letter **Ms. Brown** said, Mayor, Commissioner Ramirez has his hand up.

Commissioner Ramirez said I'm in full 100% in full support of this. I want to thank Commissioner Burroughs for all his work. It's good that we have Wyandotte County representation and a Wyandotte County voice on this—on that committee and in this process. I ask those who are listening in the community and those who, hopefully, are part of this redistricting committee that going forward that you focus on the data, don't focus on the politics, do what's fair. Remember the people elect you, you don't elect the people. The people choose you, you don't get to choose who you represent. Go based off data, and I know Commissioner Burroughs, Representative Burroughs, will do everything he can to ensure that all district maps, not in Wyandotte County, but all through Kansas are fair and equitable. I am 100% for support.

Mayor Alvey said I will entertain a motion that we submit a letter, testimony supporting keeping Wyandotte County and Johnson County together.

Action: **Commissioner Ramirez made a motion, seconded by Commissioner Burroughs, to submit a letter of testimony to keep Wyandotte County and Johnson County together.** Roll call was taken and there were seven "Ayes," Johnson, Walters, Philbrook, Bynum, Burroughs, McKiernan, Ramirez.

CONSENT AGENDA

Mayor Alvey asked, does any member of the Commission or the County Administrator wish to set aside any item on the 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 Ramirez, to approve all items as submitted. Roll call was taken and there were seven “Ayes,” Johnson, Walters, Philbrook, Bynum, Burroughs, McKiernan, Ramirez.

Item No. 1 – 211030...RESOLUTION: BISHOP WARD HIGH SCHOOL - SCHOOL RESOURCE OFFICER

Synopsis: A resolution approving an agreement with Bishop Ward High School for the Kansas City, Kansas Police Department to provide a School Resource Officer (SRO), submitted by Casey Meyer, Senior Attorney. On September 27, 2021, the Public Works and Safety Standing Committee, chaired by Commissioner Bynum, voted unanimously to approve and forward to full commission.

Action: **RESOLUTION NO. R-73-21**, “A resolution authorizing the approval of an agreement between the Unified Government of Wyandotte County/Kansas City, Kansas and Bishop Ward High School for the provision of a School Resource Officer.” **Commissioner Ramirez made a motion, seconded by Commissioner Johnson, to adopt the resolution.** Roll call was taken and there were seven “Ayes,” Johnson, Walters, Philbrook, Bynum, Burroughs, McKiernan, Ramirez.

Item No. 2 – 211029...RESOLUTION: CSO 19 SEWER SEPARATION (PHASE 1) CMIP - 6130

Synopsis: A resolution declaring CSO 19 Sewer Separation (Phase 1), CMIP - 6130, to be a necessary and valid improvement project, and authorizing a survey of land for said project, submitted by James Bain, Assistant Counsel. On September 27, 2021, the Public Works and Safety Standing Committee, chaired by Commissioner Bynum, voted unanimously to approve and forward to full commission.

Action: **RESOLUTION NO. R-74-21**, “A resolution declaring the necessity and authorizing a survey and descriptions of lands necessary to be condemned for the construction, maintenance, operations, use and repair of the CSO 19 Sewer

Separation (Phase 1) CMIP-6130, all in Wyandotte County, Kansas,”.
Commissioner Ramirez made a motion, seconded by Commissioner Johnson, to adopt the resolution. Roll call was taken and there were seven “Ayes,” Johnson, Walters, Philbrook, Bynum, Burroughs, McKiernan, Ramirez.

Item No. 3 - MINUTES

Synopsis: Minutes from regular session of August 12, 2021; and special session of September 30, 2021.

Action: **Commissioner Ramirez made a motion, seconded by Commissioner Johnson, to approve.** Roll call was taken and there were seven “Ayes,” Johnson, Walters, Philbrook, Bynum, Burroughs, McKiernan, Ramirez.

Item No. 4 - WEEKLY BUSINESS MATERIAL

Synopsis: Weekly Business Material dated September 30 and October 7, 2021.

Action: **Commissioner Ramirez made a motion, seconded by Commissioner Johnson, to approve.** Roll call was taken and there were seven “Ayes,” Johnson, Walters, Philbrook, Bynum, Burroughs, McKiernan, Ramirez.

PUBLIC HEARING AGENDA

No items of business

STANDING COMMITTEES' AGENDA

No items of business

ADMINISTRATOR'S AGENDA

No items of business

COMMISSIONERS' AGENDA

No items of business

October 14, 2021

LAND BANK BOARD OF TRUSTEES' CONSENT AGENDA

Item No. 1 – 211082...LAND BANK OPTION APPLICATION

Synopsis: Request consideration of the following Land Bank option application, submitted by Jud Knapp, Interim Land Bank Manager.

New Construction - Single Family Homes – 2

Circuit Avenue Partners LLC – 2 homes

837 Freeman Ave. - 082352

841 Freeman Ave. - 082353

843 Freeman Ave. - 082354

845 Freeman Ave. - 082355

847 Freeman Ave. - 082356

849 Freeman Ave. - 082357

851 Freeman Ave. - 082358

This item was scheduled to appear before the Neighborhood and Community Development Standing Committee, chaired by Commissioner McKiernan, on October 11, 2021. It was requested, and approved by the Mayor, to fast track this item to the October 14, 2021 full commission meeting.

Action: **Previously deleted per blue sheet**

PUBLIC ANNOUNCEMENT

No items of business

MAYOR ALVEY

ADJOURNED THE MEETING AT 7:10 P.M.

OCTOBER 14, 2021

Brett A. Deichler, PMP|CPM
Interim Unified Government Clerk

tk

October 14, 2021

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

SPECIAL MEETING, THURSDAY, OCTOBER 28, 2021

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in a Special Commission Meeting, Thursday, October 28, 2021, with eleven members present remotely. 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 (arrived at 5:05 p.m.); 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; Alan Howze, Emerick Cross, Melissa Sieben, and Bridgette Cobbins, Assistant County Administrator's; Brett Deichler, Interim Unified Government Clerk; Misty Brown, Chief Counsel; Ashley Hand, Director of Strategic Communications; Kathleen VonAchen, Chief Financial Officer; and Alley Porter, Commission Liaison.

MAYOR ALVEY said before I call the meeting to order, I want to announce that due to COVID-19, we have individuals attending remotely. All participants joining by phone should mute their phones when not speaking to avoid background noise. During the meeting, please make sure that you announce yourself by name and title every time you speak so the public that is participating knows who is speaking. This is critical given the number of remote participants in his current guidance from the Kansas Attorney General.

MAYOR ALVEY called the meeting to order.

MAYOR ALVEY said I would ask the Clerk to announce the meeting and call the roll.

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

NOTICE OF SPECIAL SESSION of the Unified Government of Wyandotte County/Kansas City, Kansas, to be conducted virtually on Thursday, October 28, 2021, at 5:00 p.m. for an ARPA discussion and update.

Due to COVID-19 the public will be able to observe or listen to the meeting live on YouTube or UGTV or through Zoom. The public may also view the special session from the lobby of the Municipal Office Building.

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 we are here for an American Rescue Plan Act discussion and update. I'll turn it over to Mr. Bach.

Doug Bach, County Administrator, said tonight this is a follow-up from our last session when we came together. Ms. Hand led us through an exercise where we were able to talk about and kind of build toward our ideas and thoughts where we want to invest the American Rescue Plan dollars that are still remaining, which is the bulk of those. Tonight we want to get into that same follow-up to that discussion and narrow the view down a little bit more. It's our objective to come out of this discussion with really refining and needing to find exactly what areas where we want to invest that money. Then be able to identify the next steps that will be worked with the Commission and take it from that point and how staff can answer questions as we move forward from that point forward and additional input from the public.

With that, since we've been through this, I will turn it over to Ashley Hand, who has been working on this with Ms. VonAchen, and Ashley is going to take us through some additional steps to remind us where we were and where we're leading up to today.



Ashley Hand, Director of Strategic Communications, said as Mr. Bach mentioned, this is a continuation to the conversation we had just a few weeks ago regarding what we envision for the future of Wyandotte County and Kansas City, Kansas post pandemic. We spent some time over the last session talking about your values and vision as well as goals, which we've refined for review today and I hope to continue to push toward the idea of preferred strategies for how you would like us to tackle this vision moving forward.



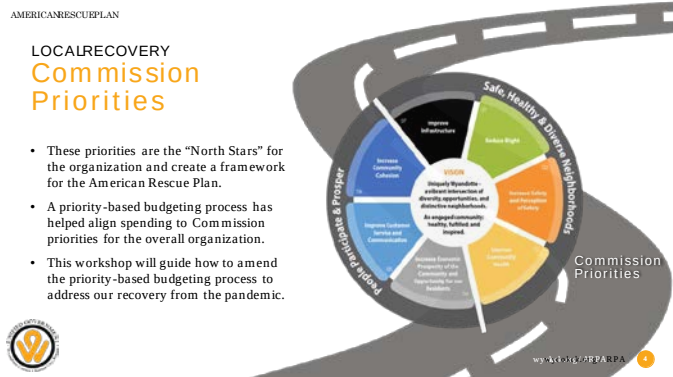
In order to kind of do that, many of you shared wanting a little bit more context to the conversation. Kathleen VonAchen is here to jump in if I get any of this summary inaccurately, so please bear with me.



We wanted to kind of walk you through. So we've walked through this process so far to start to define the values, visions, and goals. Really trying to understand how you want us to prioritize spending in general the ARPA dollars specifically for both immediate needs and future plans. As well, starting to understand the role that you would like—you envision, the Unified Government, within the community of capacity in terms of partnering, building other capacity within our organization, within our community as a whole as well as identifying other opportunities for funding.

I think it's important to note that we recognize there's a lot of other funds coming from the federal government in the near future and having this kind of cohesive understanding of how you would like to take your Commission priorities into the next era, this post pandemic Wyandotte County can really help us with the near-term prioritization. Then establishing that clear return on investment for time and again at the last session, how important it was to really understand the impact these dollars make. What types of impacts their making and tracking so that we can really understand how these investments work.

Ultimately, I think hearing a lot around collaboration and exploring innovative solutions, so something that we want to talk about in the strategy section this evening, some of the kind of leading edge ideas or new ideas that we could potentially introduce into our community as we plan for our recovery so that we might try something new, create a new norm.



Of course taking a step back, we think it's really important to note that the Commission priorities are still kind of the “North Stars” for this framework for the American Rescue Plan as it relates to our community. This is the set of Commission priorities that you've established and we do a lot of tracking in terms of our community survey to how we are addressing these various issues.

Most importantly, the Finance Department has been spearheading a priority-based budgeting approach which really helps align the spending to these Commission priorities which is really essential. There are a lot of needs across the community and take a variety of forms and your priorities help us with that and now this priority-based budgeting helps to align more dollars to where the greatest need is based on those priorities.

Finally, this workshop will help us kind of amend that budget process, that priority-based budgeting approach, to the recover itself and how we spend as we look forward to the end of this pandemic.

I think it's important to note we're still in the midst of a pandemic. There are still immediate needs and an ongoing pandemic response, which you have provided some initial funding for whether it's our vaccine centers, etc., so those are things that are ongoing as we have to acknowledge that, unfortunately, COVID-19 is still here.

SOURCE	AWARD
COVID Rapid Response 020	\$43,752
Federal Trans Administration CARES Act	\$41,254,15
Federal Trans Administration Form Grants-COVID-Related	\$599,256
US Department of Health and Human Services Medicaid Supplemental Health Department	\$50,393
US Department of Health and Human Services Medicaid Supplemental EMS	\$84,000
KS Department of Commerce Connectivity Emergency Response Grant (IERG)	1,411,582
Subtotal COVID-Related Grants	\$6,314,398
CARES Funding Governor's SPARK Task Force	\$37,330,933
Total 2020 COVID-Related & CARES Funds	\$43,645,331

SOURCE	AWARD
HOME Investment Partnerships Program (HOME)	\$3.19M
Emergency Solution Grant (ESG) Street outreach, homeless prevention, rapid re-housing, etc.	\$2.30M
Community Development Block Grant	\$2.14M
Total Other 2021 COVID-Related Funds	\$7.72M

Wyncok.org/ARPA

One question that I received from several commissioners was what other funds are out there in terms of what we've received so far in terms of COVID-Related funding. As you are well aware, there was money last year through the CARES Act. It took a variety of different forms, so the total over the last year was about \$43M. Then there were other COVID-Related funds which we've also seen including the Community Development Block Grant monies and others.

I just wanted to pause here in case there were any questions for Kathleen from the Commission on any of these numbers.

Commissioner Bynum said I was curious if Kathleen could spend a minute on each of the topics, COVID-Related funds. You know, what we spent those on if they're spent, that sort of thing.

Kathleen VonAchen, Chief Financial Officer, said the top part is the 2020 COVID-Related CARES Act funds and they total \$43.6M in total. Of the \$43.6, \$37.3M of it is CARES Act dollars that came from the Governor's SPARK Taskforce. The other \$6M are various other COVID-Related grants that were received and spent in 2020. So, all of those funds, all the \$43M was spent in 2020. Down below are the grants that we've received through the Community Development Department and they total, as you can see, \$7.7M. Wilba has talked with you about those. Those are the only grants that right now, related to COVID, that are available to be spent that we have in-hand that's been awarded so far because with our new Grants Management Division and the fact that we just brought on this terrific consulting firm to assist us with grant writing, we expect to get more grants as they come.

Commissioner Burroughs said, Kathleen, I think it's important, how much do—administration fees, administration costs, what's the allowable administration costs for receiving these funds? **Ms. VonAchen** said I don't know specifically what the administration allowable costs are for the HOME and Emergency Solutions and the CDBG grants, but I know they're pretty minimal and, of course, we wouldn't extend what's allowed. The amounts that were—the administration of the largest funds in 2020 for the CARES Act funding just entails the internal team that we put together to help facilitate the application process for all of our non-profits and then, you know, some internal staff for putting together the budget and presenting it. You know that whole team that Crystal Sprague lead, as well as a bunch of people in Finance. The cost was minimal compared to the total dollars spent. **Commissioner Burroughs** said well, I mean, there has to be a percentage of something that we can put our finger on. If we're looking at, hypothetically, \$37M and the administration fees can take up 15% of that, hypothetically, we know what dollars are set aside. What they're used for is something else. I'm just curious as to what has been allowable administration costs for these funds—**Ms. VonAchen** said I would be happy to provide that to you. I just need to look it up. I don't have that number. I'm sure it's not even close to 15%, so not even close.

Commissioner Burroughs said if I may, a follow-up question, any administration costs that have been utilized to date have been used to hire the staff that you referred to earlier, if I'm to understand you correctly in your presentation. **Ms. VonAchen** said yes.

Mr. Bach said to further clarify, we moved staff from other areas where they were working within our government into the CARES team to work for that, so we were able to put their salaries against the CARES funding when we went for that. We didn't hire anyone additional. It was staff that was moved from other areas of operation into that and they've since been moved back into other areas. **Commissioner Burroughs** said, Doug, I anticipated that was case. I was just kind of curious, but it's cost-savings to us by just doing that and it comes out of that—we can call it administration costs, so I just want to ensure that we are on the same page when we talk about the cost savings, costs avoidance, because there should have been savings on our regular budget because we weren't paying personnel out of our regular personnel fund. **Mr. Bach** said yes sir, there was.

Alan Howze, Assistant County Administrator, said the allowable under CARES was 5% for admin. That was the statutory allowable percentage for administrative expenses. We can get the actual percentage in terms of what our spend was. It was, as Kathleen mentioned, below that, but we can get you an exact percentage on that. **Commissioner Burroughs** said I think it's important that the public knows how prudent we're being with these dollars and that's the purpose of the questions to ensure that it's not seen as a grab, that we're actually utilizing these dollars for the purposes that they were intended. I felt it was important to ask those questions, so thank you.

AMERICAN RESCUE PLAN
FEDERAL PROGRAMS
ARPA Local
Recovery Funds

JURISDICTION	ARPA Funds	JURISDICTION	ARPA Funds
City of Bonner Springs KS	\$1.2M	Johnson County KS	\$117.01M
City of Edwardsville MO	\$0.68M	Jackson County MO	\$136.55M
City of Kansas City KS	\$55M	Lawrence	\$19.30M
City of Lake Quivir KS	\$0.14M	Leavenworth	\$8.55M
Donnelly College	\$1.1M	Lenexa	\$5.13M
Kansas City, KS Community College	\$11.8M	Manhattan	\$12.76M
Wyandotte County	\$12M	Olathe	\$14.92M
		Overland Park	\$18.58M
SCHOOL JURISDICTION	ESSER III Funds	Shawnee	\$7.56M
Bonner Springs- USD #204	\$3.88M	Topeka	\$45.68M
KCK Public Schools- USD #500	\$82.44M	Wichita	\$72.42M
Piper- USD #203	\$0.94M		
Turner- USD #202	\$9.46M		

weycokck.org/ARPA

Ms. Hand said I'll move on to the next slide, but feel free to interrupt me. I'm in that awkward position of not being able to see beyond my presentation. This is another set of data that was requested by a few of the commissioners. This is a snapshot of what other jurisdictions have received in terms of Recovery Funds. You can see based on the cities, counties, Community College, and Donnelly College of how that money was distributed and then the differences here in the school jurisdictions based on need how the money was distributed. Then this just gives us a comparison of costs of several counties and cities in the metro area. I'll pause in case there are any questions for mostly Ms. VonAchen.

Commissioner Johnson said thank you for this information Ms. Hand. Do we know that the ARPA funds, for instance, in Johnson County and Jackson County, do they include all of the various jurisdictions within those categories? We have ours broken out, we don't give a sum total of them all—**Ms. VonAchen** said no. **Commissioner Johnson** said but I just wondered, so they do not. So, there are other funds within Johnson County and/or Jackson County or any of the others that are not included as a result—or in that particular area, right? **Ms. VonAchen** said right.

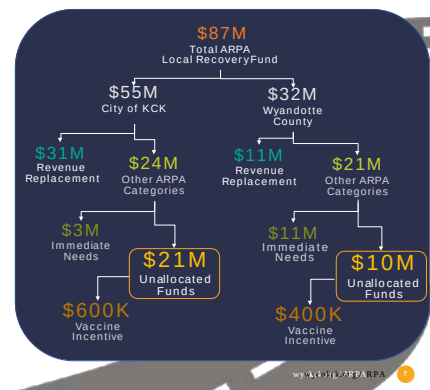
I mean the Unified Government got two—we're effectively two recipients because of the fact we're two legal entities being that we're the city of Kansas City, Kansas and we're Wyandotte County, so that's why there were two allocations made to the Unified Government. Johnson County, they're just one entity and they got one allotment. **Commissioner Johnson** said gotcha. I do see Lenexa and Olathe and Overland Park and Shawnee broken out. I was just more concerned about the school districts and things of that nature.

Ms. Hand said I also think it's important to note here, this is the Local Recovery Funds. This is just one portion of the total ARPA bill in terms of where there are other resources and other funding opportunities to come. It's quite a lot of speculation about how those programs will roll out. They'll be implemented across many different federal agencies and so, as Ms. VonAchen mentioned, the fact that we now have the support of an internal grant team and a consultant to help us, I think we're really thinking forward in terms of how can we make sure that we're ready for those opportunities when they come on line. So, more to come that we should be anticipating.

AMERICANRESCUEPLAN

LOCALRECOVERY Unified Government

- Revenue Loss: Calculated impact of the pandemic on our 2020 budget, money set aside to cover loss.
- Immediate Needs: Funded in August 2021 to sustain our public health priorities, housing needs, and small businesses.
- Unallocated Funds: Not yet directed per the fund guidelines. Must be allocated by 2024.



In the meantime we also wanted to make sure we just kind of provided a little bit of a reminder on where we're at with the Local Recovery Funds to date. We started off with that two-part allocation per our legal entity status, as Ms. VonAchen noted, and then based on the calculations of the impact of the pandemic on our previous budget, there was an element of money that was used for what's called revenue replacement. So, basically, this money was set-aside from the ARPA Local Recovery Fund to cover that money that was lost in our 2020 budget. Then in August you approved expenditures for some of our immediate needs and this included most importantly our

ongoing efforts to sustain our public health crisis and really be on the ground providing vaccines and boosters now as well as testing, contact tracing and many other services that have been essential to our community.

In addition, there was specific funds that were set-aside for housing needs, utility assistance, and small business support and that all came out at this point here. This about, \$14M in the immediate needs, funded by the county on this side and the city on this side.

Where we're at today is this money here, about \$31M, about \$21M from the city of Kansas City, Kansas and \$10M from the county that are unallocated. From this money we did pull that recent incentive to get our workforce vaccinated as an incentive. A small dollar bonus was offered to hopefully ensure that we can provide continuity of service as we get into the flu season and continue to see COVID-19 in our community.

This is kind of where we're at today, kind of giving you a sense of where the pot of money exists under the Local Recovery Fund. I'll pause there in case of any questions.

Commissioner Ramirez said thank you Ashley for the presentation and for the rest of the special session. As I've told you before, it's amazing how you've been able to synthesize all of our thoughts and everything that you've done for us, so thank you for that.

My question, and more so a clarification, to residents who may be watching so that they remember, Kathleen or Doug, can you tell us what exactly Revenue Replacement is and what have we done with that amount of money? **Mr. Bach** said certainly commissioner. It fills the category of lost revenue through calculation formulas which we can go into more detail if you'd like, but it's one that the federal government put out their formula that said for that jurisdiction when you looked at the amount of money you did not receive coming through 2020-2021 in looking into the future, the calculated we lost, we were able to plug that hole back into our government.

Some of it was used just to prevent us from having to dig back into our reserves, an amount that was able to be in there, so we have a larger fund balance than we would otherwise have, but we have not designated a lot of it for spending. It will still be there for us or we use some of it just for operating needs to get through the year because it was, in fact, lost revenue that we did not otherwise receive. Kathleen, I'll ask you to go a little bit better into the detail or explanation of what it is.

Ms. VonAchen said the Treasury gave us guidelines for how to calculate the revenue loss. All the jurisdictions in the United States used the same methodology. It basically takes the amount that was actually received during 2020 and compares it with 2019 and then applies a 4.1% increase to the '19 figure and so that higher number is subtracted from how much you actually collected in 2020. That difference is the revenue loss and not all revenues are included per the guidelines, only specific revenues that really are used for governmental services basically.

The calculation for the 2021 revenue loss number was included. This is a two-year amount so not only for 2021 but also 2022, so all of these figures are two-year figures.

Commissioner Ramirez said I'm trying to remember back from when we were budgeting, when we were going through our budget, from the top of your head, if you can't remember, that is completely okay, how much of that is left over and did we put into our fund balance? **Ms. VonAchen** said if you remember back about a month ago, we passed the budget and in workshop #6 I showed you the financial outlook over the next five years. You can see that at the end of 2022 the City and the County General Funds do have a growth, a slight growth, in their fund balance. There is a fund balance remaining as a result of this revenue replacement money, but the future CMIP beginning in 2023 and 4 begins to eat away at that. You know, Commissioner, I would be happy to resend you a couple of the PowerPoints that we provided during the budget process to refamiliarize yourself with those figures and those projections.

Commissioner Ramirez said okay, yes, that would be great. I just wanted to make sure, you know, and Commissioner Burroughs had also mentioned, this is once in a lifetime money we may or may not ever get again so I just want to make sure we're spending it where it needs to be and where it should be and that we, as a governing body, are watching where those dollars go, so thank you for that explanation. **Ms. VonAchen** said of course you have to keep in mind, it's not just the General Fund because often you just think about the General Fund, it's across all the funds and there were significant drops in various funds including the Enterprise Funds, the sewer and stormwater, so it's across all the funds, not just the General Fund.

Commissioner Walters said similar question. Why is the revenue replacement not considered unallocated funds? We did not include it in the '21 or '22 budget. It's just money that you said is—we're just putting in the bank and we might spend it in 2023 or 2024 or something. I think it should be at the top of our mind as unallocated funds right now. **Ms. VonAchen** said the 2020—

so the revenue replacement was deposited into the respective funds where the revenue loss was incurred and so that would have occurred during the 2021 and 2022 years as part of the budget process. Much of those funds were spent in order to sustain operations. There is a portion of the funds that is remaining in the fund balance, but certainly not—just, you know I don't remember exactly how much, but we're talking in the \$4M to \$6M range across all the City funds, not just the General Fund.

Commissioner Walters said so, the question is, what do these figures mean, \$11M for example in the County. You say some of it has been spent, some of it has not been spent. Why can't we get actual numbers? **Ms. VonAchen** said I would be happy to provide you with numbers and I can do that. **Commissioner Walters** said it just doesn't seem like we're taking it seriously if we're trying to figure out how to allocate these funds and we don't even know how much we have to allocate. **Ms. VonAchen** said those were allocated. Those revenue replacement dollars were allocated. They were part of the budget process that was approved as part of the budget process. **Commissioner Walters** asked, you're sure about that? **Ms. VonAchen** said yes.

Mr. Bach said, yes Commissioner, they show up in the budget. We allocated those into each of those areas and then final decision allowed for more money to fall down into the fund balance, but that allows us to roll into the upcoming years as we're looking at, as Kathleen noted, some of the Capital projects we were looking at. So we're able to cash fund those out as we project them in because we come into those years and are able to do them, so it does start to bring that fund balance right back down to the level to which you would have as that two-month reserve. **Commissioner Walters** said I guess that's why the fund balance was so excessive, but I still don't understand why we're not talking about how to allocate. We're here to talk about how to allocate these funds. Why do we scroll the money away and say we'll take care of it in two or three years?

Ms. VonAchen said I would be happy to pull together the figures that show how much of the revenue, lost money, was not necessarily spent through the end of 2022 for all the respective funds and then you can have that information. **Commissioner Walters** said well okay, that's fine, but it's not going to be very helpful this evening. That's all.

Commissioner Townsend said at the bottom of this tree we show \$600K for vaccine incentive for KCK and \$400K for vaccine incentive out of the County. What's the difference between those

two? Is it just who was the money spent on? Was there \$400K for these incentives for County employees or City employees, what was the difference with those? **Mr. Bach** said yes, that's correct. It's the approximate percentage of employees that work under the City versus the employees that work under the County, the projections to how many will be eligible for that. As we said, we have not officially moved that money into those accounts. We will pay it as employees submit their information and then they are vaccinated, but this is the accounting that we are allocating to say we believe there will be approximately a million dollars spent in this area. If we don't have that many take advantage of the incentive program, then we will not move this amount out, but at this point that's the amount of money that will be coming out of the City side and then out of the County side as we're projecting it going forward.

Commissioner Burroughs said, Kathleen, I think some of the questions go to the fact that when we see the lost revenue, \$42M, it takes up 50% of the entire \$87M. As it was stated by one of my fellow commissioners, we're not having an opportunity to allocate. You said it went through the budget process and there are some of us that looked at that and saw some of that backfill and seen the revenue savings that we had in our contingency funds, but collectively we didn't have a chance to discuss these breakdowns. I think when you see a total of \$31M available that hasn't been allocated yet out of \$87M when \$45M—I'm sorry, when \$42M has already been put into the budget. These were some questions that were brought up during budget discussion. I think this discussion points to the fact that there are those of us that didn't support the budget because we didn't feel we had the answers necessary when it comes to backfilling the revenue replacement. We didn't have a chance to question why this place lost the revenue, how did it lose revenue. We were going through the priority-based budgeting, this money hit and all of a sudden boom, it was transferred into lost revenue. I know you gave the overview about the Treasury on the federal side gave us qualifications for doing so, but you give us a formula and we're supposed to trust those numbers and it's not that we don't trust those numbers, we just want to verify those numbers.

So, I do understand the questions in reference to the \$42M, so basically we're allocating right at about 30% of the money that's left, maybe 40% of all the money, and we as a Commission have heard the outcry's from our community of the need that we have. We just want an opportunity to have a chance to fairly look thoroughly at some of these numbers that have been presented. I know the budget has already been approved and I will publicly state, I did not support that budget

because I wasn't comfortable with the numbers, but that was just me. I think that's some of the concern we're hearing this evening.

Mr. Bach said I will just say, remember a large percentage, most all of the money in revenue replacement was put in because we needed revenue, we lost revenue. Remember, as we were building the budget in 2020 and I came to you and we were taking very evasive maneuvers and we were anticipating eating into our fund balance a lot in different areas, plus we were cutting back on our staffing and where we were going with that. So, one is, we didn't end up eating our fund balance way down below what the acceptable fund balance level is. We put it in, put it into our account, so we kept our rainy day fund available and then it was able for us to be in, so that's the largest percentage of that. A very fiscally responsible move made by the governing body as we dug into the budget and went through the detail of these.

Then there was a little bit more. We went from a two-month reserve as to what we projected to be a three-month reserve because what we looked at going forward into 2022. Is that wrong, Kathleen? **Ms. VonAchen** said we hit the three-month reserve at the end of 2021 but not in 2022. It dropped back down in 2022, by the end of 2022. **Mr. Bach** said so I mean the big part of that answer is, we lost revenue and we needed it to fill a gap from where that revenue was coming into it and we tried spending a fair amount of time going through that and it put us in—you know, as we went through 2020 we were taking action. We were hoping so we wouldn't dig ourselves in a hole, but we were going to be in a place where our fund balance was much lower than we wanted it to be. Fortunately, through the ARPA money, we don't have to take and spend a lot of our money each year to build our fund balance back up to what would be an acceptable level to go through during the course of the year.

We can certainly dig back into the budget. I know we will be digging back into the budget to show where those numbers are as we start to look forward. Our intent in looking at where we're at with the unallocated funds is the lost revenue is an allocation of an area where we can designate to go with that money and that's where, if the Commission elected to put those, rather than just let our fund balance fall off the wayside. Now, this money that we're looking at tonight, basically the \$31M, is money that there has been no direction given as to where this money should be expended, in which area, or finalized.

Commissioner Burroughs said, Mr. Bach, I understand that and I appreciate your explanation. We were going through the priority-based budgeting process and we didn't have a chance to finish that process. So, I guess, some of the questions a few of us might raise in looking at the budget is, how do we know those revenues were lost. Was it just inefficiency on our side, was it a lack of revenue coming in, was it decisions that were made during COVID to cause some of this loss. I mean those are some of the factors that we want to take into consideration because we recognize the needs of the community and they're multifaceted and we want to ensure that we have the most money available and the best opportunity to allocate them.

If I may, I would just like to say I'm really pleased to see that we have a person doing grants to reach out and utilize any of these monies to bring in additional dollars whether it be federal sources, private, philanthropic sources, state, or regional sources; whatever they may be to ensure that we're getting the best return on the investment of these dollars. I think some of the questions is the fact that one, we've been operating remotely quite a bit and when we see a large amount of money put into lost revenue to replace that revenue, but we don't know if it was our inefficiencies because we didn't have a chance to finish this priority-based budgeting, as I stated. That's just some of the background. Please don't take it anymore than that. We're not trying to be argumentative, those of us that are questioning the budget, we're just trying to do what is prudent and that's to ensure that we get this money into the categories that we feel is necessary to move our community forward and address the myriad of needs throughout all of Wyandotte County and Kansas City, Kansas.

Mr. Bach said thank you Commissioner. We will pull that detail up and submit it all to you.



Ms. Hand said let's shift the conversation. We had a really great conversation during the last session where you really helped kind of take the Commission priorities and hone them in on what does it look like when we apply them to the lens of the world that we're working on now, living through COVID-19, but also really focusing on our recovery.

Based on the input that you provided, and I was able to circulate this to you in advance, and I hope that we were able to encapsulate any of your feedback. If there's anything here that you don't agree with, please let me know and we'll make a point of opening it up for discussion.

I'm going to run through values, vision and goals as they've been restated based on the input that I've heard over several direct conversations with the commissioners, but also as a product of our workshop just a few weeks ago.



Starting with the values, and these are kind of the guidepost that we want to apply, as we make decisions as an organization across the community and partnerships. The first value is really focusing on supporting more equitable and inclusive future to ensure our community is an affordable, safe, and sustainable place to live for generations to come. So, this builds on a conversation that I think is ongoing about how we define the term equity and that is something that I'll raise in a little bit, but also, I think, incorporates a lot of the sensitivity to preserving and protecting the existing community while growing our community for the future.



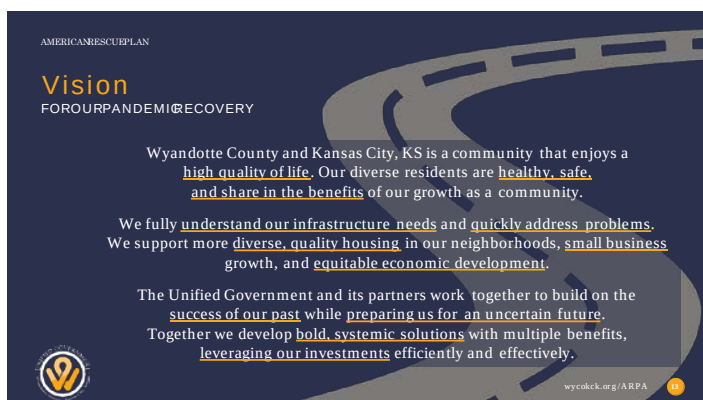
The other value that you expressed is that you invite collaboration and partnership with our community in addressing our greatest challenges by working transparently and focusing on our greatest needs and direct staff to do the same. So, recognizing that we can't do it all. That there are a lot of opportunities out there and we will need many folks, all hands on deck, to really build a future that we are all excited about.



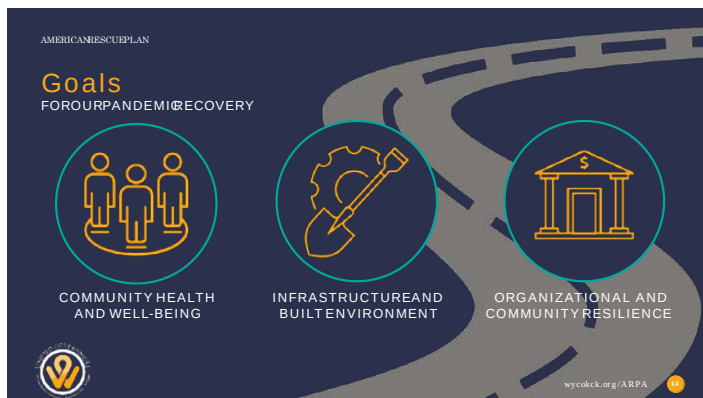
The third value is really about embracing bold, creative solutions to proactively and quickly transform the way that we work as an organization to support our community in its recovery from the pandemic. So, this was extracting some of the sentiment that I heard in terms of being willing and open to trying different things as part of our approach to our recovery, but also that we wanted to see things happen with immediate benefits and supporting the community as a whole.



The final value statement is that we prepare for the future and understand how our investment impacts social, public health, economic and environmental outcomes in our neighborhoods. This is speaking to the theme of resiliency that we heard from several commissioners during the last workshop, but also really understanding our return on investment across multiple indicators, not just economic, but these social and health and environmental outcomes as well.



Then, from that, based on the input that I heard, drafted this rather wordy vision statement, but it does try to encapsulate that future state that we're working towards where Wyandotte County and Kansas City, Kansas is a community that enjoys a high quality of life. Our diverse residents are healthy, safe, and share in the benefits of our growth as a community. We fully understand our infrastructure needs and quickly address problems. We support more diverse, quality housing in our neighborhoods, small business growth, and equitable economic development. Finally, the Unified Government and its partners work together to build on the success of our past while preparing us for an uncertain future. Together we develop bold, systemic solutions with multiple benefits, leveraging our investments efficiently and effectively.



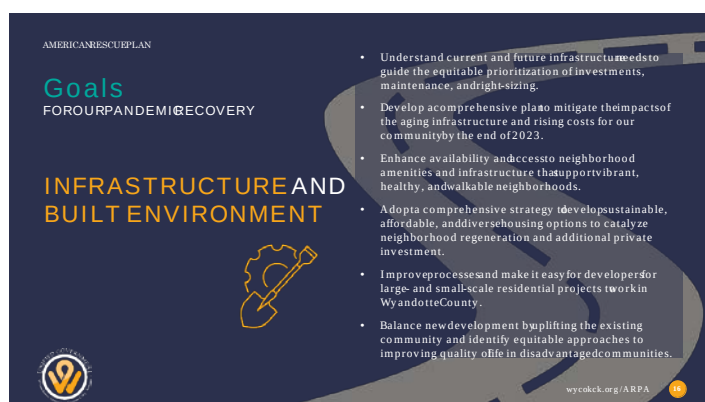
From there we basically had a lot of really great ideas and discussion about what goals we wanted to set for the recovery and what does recovery look like and how do we start to measure that based on creating smart goals. These three kind of categories essentially emerged from that discussion focusing on Community Health and Well-Being, our Infrastructure and Built Environment, and our Organizational and Community Resilience.



I think, you know, we have to recognize that some of these goals go beyond the scope of the Local Recovery Funds, but recognizing that we are looking for systemic change, having the opportunity to kind of state what that systemic change can look like and still help organize that priority-based budgeting approach and methodology as it comes to the specific dollars that are used per the requirements of the Local Recovery Funds.

The first set of goals around Community Health and Well-Being address kind of multiple components. Obviously, addressing the emergency that we potentially face with the ongoing pandemic as well as cold weather coming on, so making sure that we are ready for this winter and continuing to support our pandemic response.

The second goal really focusing around establishing a more comprehensive approach and there was great emphasis on working with our local and regional partners to address the unhoused population that is growing across the region, but particularly in our community. Then, fully implement the Community Health Improvement Plan to strengthen our overall health and well-being, and as you are all aware, this includes everything from violence, prevention and reduction to healthy lifestyles and the built environment. So, a very comprehensive approach to thinking through our health as an organization, but also reflects the multitude of impacts across various communities in terms of how we live, where we live, and what that does in terms of determining our health outcomes.



The second bucket of goals which I've shared with you is the Infrastructure and Built Environment. This is where we heard quite a bit of emphasis on really understanding and being able to assess what our needs are in terms of infrastructure, how we continue to maintain them, how do we right-size them and making sure that we're mitigating the impacts of our aging infrastructure. Commissioner Markley specifically said let's get that locked in by the end of 2023 to help us have a longer term strategy. That work has already been underway in many ways with the CMIP process and elsewhere to really help kind of look and understand how our infrastructure is sustainable.

Also, thinking about important quality of life aspects that infrastructure and built environment contribute to whether it's walkability or access to amenities. Housing, obviously, was a recurring theme and really seen as an important catalyst to our neighborhoods and bringing more private investment into our community, but recognizing the need for diverse housing options that can straddle all needs across our diverse population.

Then we also identified improving processes to make it easier for small and large-scale residential projects to come to Wyandotte County and balancing new development by making sure that we are lifting up the existing community and making sure that we are improving the quality of life of our most disadvantaged communities. So, you know, making sure that we're balancing progress with and bringing in new residents, but also elevating the quality of life of our existing community.



The final bucket of goals just to kind of wrap this up is really thinking about how we operate as an organization and in partnership with the community and thinking about our resiliency, not just as the Unified Government, but the community as a whole. This was in direct response to feedback from some of the commissioners that noted we know it's not a question of if, but when the next catastrophic event potentially happens. So, being prepared for that, learning from our experiences in this COVID pandemic can help move us forward. So, preparing our workforce and the community for those future disasters is important, making sure that we're able to respond at the neighborhood level to create impacts across those triple bottom line indicators. Building trust and accountability with our community through this kind of rapid deployment of these funds and inclusive reinvestment. Finally, making sure that we continue to work towards our ongoing fiscal sustainability so that we, as an organization, can continue in service to the community.

I just covered an awful lot for you and hope that you all received my email with the URL to respond to the interactive component of this workshop which starts in the next slide. If there is anyone who did not receive it, please just let me know right now, otherwise, we will go into the interactive component of this workshop as we wrap up our conversation around the goals.

Commissioner McKiernan said, Ashley, I cannot tell you how much I appreciate getting the information for tonight a day ahead of time, much appreciated. However, it does lead me to ask—to make the following observation. This is not necessarily a question. In these slides I think you’ve done a nice job in a bullet point format of kind of distilling some of the ideas, some of the objectives, some of the directions that we collectively have talked about and yet when I get to your pick three slides which are coming up in a minute, I don’t find a parallel choice that really matches some of the wording that you’ve used here in your bullet points. **Ms. Hand** said well, that’s because that’s how I ensure, Commissioner McKiernan, that I am valuable to this process. I have to walk you through what the slide content is about. That is more around the strategies that we could potentially tackle in identifying what the Commission sees as key opportunities for us as a community to take on in terms of how we approach meeting these goals.

So, once we kind of go through this kind of validation of the goal statements, then those you pick as your top three is much more about how do we get there, what type of strategies would you like to see us explore, dive into deeper, reach out to the community on and understand much more specifically because, obviously, there are a lot of different ways that we can tackle these issues and getting your direction on some strategies that you would like us to look at as a Commission can certainly hone that process much more quickly.

It also opens up the conversation with our community by giving the opportunity for the community to weigh in on the types of strategies that we are considering, otherwise, it becomes a very open-ended conversation and very difficult to really kind of understand from a data-driven perspective because it becomes very qualitative. This will allow us to get a little bit more insight from our community engagement process which we will be rolling out full force following this workshop.

Commissioner, full disclosure, when I had to send the email with a link to the pollev tool, I was shuddering that it was at 4:30 this afternoon because I knew I had missed the opportunity yesterday. **Commissioner McKiernan** said no, you had all the text of it in what you said. There was no need to have that link early. **Ms. Hand** said I just should have had it altogether, so my apologies.

Mayor Alvey said, Ashley, to clarify, do you want us to go to the link or will there be a link through—do you want us to go to the link? **Ms. Hand** said if you go to the link and open up your

screen and you can just watch that and it should cue the slides at the same time. If you go to the pollEv.com, URL, that I provided.



What we'll do, we'll do a little test of it, so get everybody there and you should see this on your—you should see a soccer pitch on your screen and this is just a test. All you have to do is click where on the field you would choose to play and you just use your cursor to draw a pin. There you go, someone has dropped one in already, excellent.

Commissioner Burroughs said, Ashley, I don't know that I have the email to participate. If you could send that to me again in my WyCo email. **Ms. Hand** said yes, absolutely, I will do that right now. My apologies Commissioner Burroughs. I note that we don't have any bystanders at this point where everyone is on the pitch, that's good news.

Commissioner Townsend said if you make one selection, can you make another? I want to make sure I'm making some at all. **Ms. Hand** said on this exercise, I actually don't remember if I locked it down to just one. **Commissioner Townsend** said then I guess you got me. **Ms. Hand** said we'll take your word for it, but we'll be able to see a little bit better with the next one because it gets a little bit more specific.

Commissioner Burroughs, I hope you received the email. **Commissioner Burroughs** said I'm looking for it now. It hasn't come through yet. **Ms. Hand** said if you will go to pollEv.com, it will pull up and enter a name and you just type Unified Government123. Magically, it's right here on the top of my screen. Is anyone else having trouble getting access to this because

once we get through this little exercise, I think it will be pretty straightforward moving to the next one. It's just a straw poll on the goal statements that I recited.

Mayor Alvey said now this is the difficulty when I'm on here I will not be able to see the presentation and recognize questions. **Mr. Bach** said, Mayor, I will be able to continue to see questions so if someone gets one, I'll let you know. **Mayor Alvey** said alright, that will be helpful. **Ms. Hand** said the good thing is the poll survey will follow the same thing on the presentation, so as I advance to the next slide, you'll see the change in the survey tool. Is everybody comfortable with the tool to move forward? **Mr. Bach** said on the board, aren't we still one short? **Commissioner Burroughs** said that's probably me. I put my pin in the goalies box so if that's not me, please let me know, I'll take the other side goalie box. For whatever reason, I'm having some difficulties. **Ms. Hand** said if you have trouble on the next one, Commissioner, please let me know.

Commissioner Kane said I don't like doing stuff like this. **Ms. Hand** said, Commissioner, I appreciate that.

Commissioner Townsend said I thought I dropped that goalie to the right early on, so I don't know. **Ms. Hand** said let's see what we've got.

Straw Poll: Click on each goal statement you support.



I'll be able to tell you where you were after this. Let's just keep going and see how this goes for the next one. This is just basically a straw poll based on the one workshop to date. We had some follow-up conversations, those that were available for that, but I just want to kind of—you can

drop pins on—how about this, to make it simpler, if there is a goal statement that you prefer to discuss and pull out and not advance kind of a good package, all of the things that we’ve heard so far, please drop a pin on it or just call it out and let’s talk about that now so that we can kind of continue to finesse these statements, but really get them locked in so that it provides the guidance that we need for the priority-based budgeting process.

Commissioner Bynum said, Ashley, did you say if there’s one we don’t want? **Ms. Hand** said yeah, if there’s anything that you would like to talk about further because you’re either not clear on it or you don’t think it fully encapsulates any of the issues or ideas that were mentioned over the last several weeks of discussions.

Ms. Hand said, Commissioner Kane, I invite you to speak up if you want to speak to anything that you would like to talk about further if you’re not satisfied with where we’re at on these statements. **Commissioner Kane** said okay, thank you.

Mayor Alvey said this says any goals, we hit one under each column because I hit it once and it only allows me to do it once. **Ms. Hand** said that’s not the way it’s supposed to work.

Commissioner Ramirez said mine says you can only respond once. **Ms. Hand** said okay, well then, if that’s not going to work, then what we’re going to do is we’re going to speak to this if it’s not something—something’s glitchy in the back end and that’s probably my fault. Maybe it would be better just to hear from any of the commissioners if there are any kind of concerns for any of these statements as they are currently written, anything else that you think is omitted or missing from this. This is a great opportunity to make sure that we bring that feedback in at this stage in the process. These goals statements will guide all decisions kind of moving forward.

Commissioner Bynum said I accidentally pinned the Organizational and Community Resilience top heading and now if you can clear it, I would be able to read it better. It kind of muted the—**Ms. Hand** said let me see what I can do.

Commissioner Markley said I just had a question. I think in the middle column, the second one from the bottom about developers for large and small-scale residential, I kind of feel like that falls under the one above it and maybe that's just me. I feel like maybe it's not a separate goal, maybe it's a strategy to achieve the goal directly above it about diversifying housing options. I'm not against it, it's just I felt that maybe it was a more detailed strategy of the one above. **Ms. Hand** said alright, I'll make a note of that.

Mayor Alvey said would you want to go through and ask each commissioner what their—under each column, what their priorities are? Is that what you're asking? **Ms. Hand** said I just want to make sure if there's anything in here that you're uncomfortable with or is missing, that we remove it or add it at this point. It is intentionally a restatement of what I heard from the first workshop, but you know there was a lot of information and I may have not gotten everything the way you want to see it. If you would kind of call out what you think is most important, I think that would be very helpful to us, but I think we can also look at this in the context of your overarching Commission priorities through the strategies that you would like to pursue. Mayor, I would leave it to you. If you would like to hear more from the Commission on how to prioritize within these goal statements, I'm totally comfortable with that. **Mayor Alvey** said I guess we would just have to do verbally what we were going to do virtually—digitally. **Ms. Hand** said right. **Mayor Alvey** said why don't you just use that same process.

Commissioner Ramirez said personally I don't think a lot of these need to change. I think you did very well again at synthesizing all of the information that was given, but I would agree with Commissioner Markley, that I do believe the two that refer to housing are—they're saying the same thing. I would personally like the third one from the bottom, the middle—the third one from the bottom, the comprehensive strategy to develop sustainable, affordable, and diverse housing options. I think that one would be the best one to use because it's broad enough as a goal and then, from there we can develop strategies within that goal. **Ms. Hand** said excellent. I think that's a good call on both parts. It's somewhat redundant, so I can definitely consolidate that and emphasize it's really about making that comprehensive strategy that would include the possibility of process improvement as an action item.

Commissioner Burroughs said I have no concerns over the Organizational and Community Resilience and Community Health and Well-Being. The one I'm struggling with, kind of like my colleagues, down at the—in the middle option, Infrastructure from the bottom, improve processes. I mean this is something since we became a Unified Government that has been strongly advocated for over the last 20 some years. It almost rings hollow with me. I would like to see it, but it just rings hollow with me. It's not like there's really a lot of sentiment to it. I think just the comment above, adopt a comprehensive strategy, I think that takes away the—I think that falls in line with building trust and accountability. If we throw this out there again continuing to state that we're going to improve processes when it's been 21 years and we still struggle in getting things done—I mean we've made advances, but that's just one that I struggle with personally. **Ms. Hand** said okay, great. Thank you for that feedback.

Ms. Hand asked, would any other commissioners like to weigh in on any of the goal statements here or should we move forward and talk about strategies a little bit? **Commissioner Bynum** said move forward.

Community Health & Well-Being: Select Top Three

AMERICAN OVERSIGHT FOR RECOVERY

COMMUNITY HEALTH AND WELL-BEING

- A. Provide our unhoused population with co-located resources needed for the upcoming winter in partnership with community organizations and groups.
- B. Address food and other service gaps through targeted investments, such as current efforts to build a community grocery store in the Northeast, childcare centers, transportation and mobility services, etc.
- C. Improve zoning and code enforcement, education, and outreach to address quality of life issues in neighborhoods. Support grassroots efforts at the neighborhood level to take ownership over issues and solutions.
- D. Develop resources to support the retention of existing communities as generational wealth grows. Support reinvestment while preventing displacement.
- E. Incentivize participation in housing voucher programs by landlords.
- F. Expand Livable Neighborhoods grants to include payments for local efforts to support health outcomes in their neighborhoods.
- G. Explore the development of a public wealth fund.
- H. Invest in community-based violence prevention strategies, including those that address g.
- I. Fund community projects as identified in area plans.
- J. Add people capacity in areas for "quick wins" with a big impact (e.g. planning, code enforcement, neighborhood cleanups, etc.).

DATE

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Ms. Hand said this one, you should be able to select three and what this does, it encapsulate several of the strategies that we heard in our discussion at the last session as well as strategy recommendations that came from our own team across the Unified Government. So, you know, we do a lot of thinking about best practices from other cities and other communities, but also recognize that there's opportunity to try some really innovative ideas here. Now, there are obviously limitations to how our Local Recovery Funds are spent, so not all of these are necessarily eligible, but when we think about kind of the systemic impacts that we're trying to create,

sometimes these kind of very specific tools can help open up a lot of that systemic opportunity and it becomes an opportunity for us to fund that with ARPA. So, we just have to get very specific in terms of what we want to accomplish so that we can look at how ARPA can fund that.

I can see some pins already growing, so please pick your top three for Community Health & Well-Being.

Commissioner Kane, I know you don't like this tool, so please let me know if there are things that I can mark as your preferred strategies that you like. I'd be happy to track that so it's incorporated into the summation of this workshop. **Commissioner Kane** said okay.

Commissioner Townsend said is there a delay when you hit this because I'm hitting it, but I don't know that it's actually—**Ms. Hand** said well, what we could do is if you're concerned it's not showing, we can—I can look at the backend of this after the session and make sure that everybody had something tallied here, but we can also, as we kind of review, what the leaders were around this and actually it seems like we have a pretty high concentration of votes for a couple different strategies to explore more deeply. I see we're still seeing it so, Commissioner Townsend, there may absolutely be a delay.

Commissioner Townsend said well, just for the record, I did hit A, B and C. I was hitting these, you know, and nothing happened and I see something bump up, but I don't know if that was mine from a delay or another commissioner.

Commissioner Bynum said I, once again, have misused the tool and that's my little green pin out there in the blue ocean. I'm going to place that on Item E. **Ms. Hand** said Item E, great, thank you for clarifying that.

It looks like there are a couple of areas where you would like the Unified Government to kind of move forward in terms of exploring these strategies. I'm using that kind of all-inclusively, the Commission, Mayor and community as well as the Unified Government. But it looks like to me that we're very close Item A and Item C as top strategies.

Item A is providing our unhoused population with co-located resources for the upcoming winter in partnership. Then, C is a little bit more long-term which is improving our zoning and code enforcement education and outreach as well as work at the neighborhood level to take

ownership over some of these issues. There's limited capacity for us as an organization to do all these things at the neighborhood level.

Does anybody want to speak to why they supported one of those two strategies?

Commissioner Townsend said I just mentioned, I don't know if the pin was effective or not on A, B and C and it looks like B and C, from what I can read, are about neck and neck or tied. I'll say one thing that seems to me in all three of these, these are recurrent situations; housing, food, and improving the quality of neighborhoods and life with the code enforcement and zoning issues. We hear this continually. I know I hear it from my constituents. So, those are the three things that we seem to always have issues around and how to allocate budget monies to make these situations better or improve them. That's it. **Ms. Hand** said excellent.

Commissioner Markley said I was just going to speak to Item C. It will not shock anyone that I have a heavy marker on Item C. I think this is just the continuation of the efforts and focus that we've been putting toward these types of problems through SOAR. You know it's something we've seen success in, but we still have a long way to go and I think the successes we've seen are really encouraging in how they have improved our neighborhood. So, I think it continues to be a need in an area we need to focus on. **Ms. Hand** said excellent.

Commissioner Ramirez said first question, Ashley or someone on staff, can you clarify exactly what J encompasses? **Ms. Hand** said I think this was in response to some feedback that we heard at the last workshop where—really thinking of it, for example, if code enforcement was the number one thing that he wanted us to address as an organization, do we rapidly scale up so that we can kind of do a full sweep of those issues, kind of clear out all of the backlog of—and through education obviously, probably increasing some of the requests for enforcement. But really looking at, if we were to really prioritize one of these actions, should we add people to make sure that that's happened. As you know, for example, the team that mows all the medians, for example, there's just limited bandwidth to do that with the number of people and equipment that we have. So, whether or not we want to double-down on that was the kind of strategy that had been discussed.

Commissioner Ramirez said I picked A and C, but I also picked I. I think that one is as important because we have all these master plans around our community and we know we need to

do a better job of ensuring everything that we do and every project that comes along that fits with the master plans and what can we do to make those master plans happen. I know that it takes time and it takes years. It's not going to happen in one or two years, but let's start investing more in our master plans, so that's why I chose it as my third.

Commissioner Philbrook said I picked J because I really do believe that we can accomplish a lot if we pick strategic areas to work on and take care of it so our community actually sees us doing something. Even though we do a lot, they don't necessarily see it and so I would like for us to be able to emphasize something so they can see it. **Ms. Hand** said, Commissioner, I think that opens up the possibility not just for this strategy, but it could also be a way to evaluate opportunities as part of the kind of priority-based budgeting. Visibility of the project could be a way to score it to help as one of many factors to look at.

Commissioner Philbrook said yes, and that is important, you know, whether we like it, it does matter if people can see that we're actually doing something. A lot of the things that we do are not readily right in front of them, so they don't notice, but they do need to see that we do want the best for our community and by letting them see it and responding to what they've seen, will be very helpful.

Commissioner Townsend said with two of my colleagues already identifying with the J or I, this is so little you can't see, projects is identified in area plans, J and B then, are cousins here because when you look at what B says, there's an example, we talk about the desired grocery store in the northeast community. That was one of the big asks and fundamental rocks of the northeast master plan. So, I think it's worthy to note that B and I are related in the objectives here. **Ms. Hand** said absolutely, and there will inevitably be some overlap with some of these strategies. I think figuring out kind of what that investment is, what the role of the Unified Government is, and then what funds do we have from either the ARPA as it currently stands to support that. I think those are decisions that we'll look to the Commission to guide us on.

Commissioner Johnson said Item D, is that really speaking to the concept of fighting against gentrification in our neighborhoods as we are redeveloping them? **Ms. Hand** said yes, and I tried and I probably did not do a good job kind of phrasing it, but I did try to kind of encapsulate that.

We want to make sure that we're investing in the people that are here too and making sure that they can stay and continue to live and love and thrive in our community. **Commissioner Johnson** said right. I think a prime example is what was led by Commissioner Townsend on Tuesday with regards to postponing the tax sale. That, you know, certainly will get us through the wintertime, but also helps us to address issues of persons that are not able to pay their taxes such as they are right now. So, I certainly—although it looks like I'm the only one who put a dot there, wanted to make sure that I was clear in understanding what that really meant, so thank you. **Ms. Hand** said I can do a better job of restating it, but I will also appreciate the feedback, so I appreciate that.

Are we ready to move on to the next one? Commissioner Kane, I just want to make sure if you wanted to weigh in on anything that you would like us to prioritize among these strategies that I make sure I heard your input. **Commissioner Kane** said I'm good.

Infrastructure & Built Environment: Select Top Three

AMERICAN INFRASTRUCTURE

FOR RECOVERY

INFRASTRUCTURE AND BUILT ENVIRONMENT

- A. Establish revolving fund(s) to catalyze new projects and innovations (e.g. housing development bridge loan fund, development fund, innovation fund).
- B. Establish a permanent riverfront redevelopment corporation with ARPA as seed money.
- C. Invest in a small number of high dollar special projects (e.g. homeless housing, animal shelter, NE police station, aquatic center, recreation centers, community grocer, etc.).
- D. Invest in infrastructure above current spending levels (e.g. sidewalks, stormwater).
- E. Invest in tax generation and economic development (e.g. rebuild neighborhood blocks and increase local development).
- F. Establish a land trust and comprehensive land bank strategy.
- G. Engage experienced housing partners to spur catalytic development in focused areas of opportunity.
- H. Address failures through the development of rapid-response capabilities to ensure infrastructure is back online quickly, minimizing disruption.
- I. Prioritize infrastructure investments that complement other efforts to improve neighborhoods to create layers of benefits for the community.
- J. Support an approach to stormwater investments that creates multiple benefits to public health, access to opportunity, placemaking, livability, and sustainability.
- K. Catch up on deferred maintenance and reduce the overall assets we maintain to ensure fiscal sustainability.
- L. Develop the means to maximize the number of stormwater projects to be accomplished without changing fees.
- M. Minimize the volatility and rising costs of infrastructure and its impacts on our community through equitable funding and prioritization.
- N. Invest all money into government services to create transformational investments with minimal administrative oversight.
- O. Explore land assembly opportunities for transformative residential redevelopment.

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Ms. Hand said this is the next goal set of Infrastructure & Built Environment. So, here I ask you again to please select your top three just to start to see where the concentration of interests are in terms of prioritizing the different approaches to tackling this goal area.

Commissioner McKiernan said I can hold this until more people have responded if you would like. I just have an observation about two of the choices on this list. **Ms. Hand** said go for it. It might change somebody's mind. **Commissioner McKiernan** said well, I find that I and K are overlapping in many ways. I look at both as infrastructure so to I, prioritize infrastructure investments that complement other efforts to improve neighborhoods. Well, part of that is catching up on deferred maintenance which is K. **Ms. Hand** said so, combining those strategies basically. **Commissioner McKiernan** said I picked I, but I see a lot of overlap with K. **Ms. Hand** said I

think that would be easy enough to combine as a strategy that deferred maintenance and use that as a catalyst for neighborhood improvement.

Mayor Alvey said I would also say that D and M would work together if we invest in infrastructure above current spending levels, that will minimize the volatility of rising cost of infrastructure. **Ms. Hand** said excellent. I will do that.

Commissioner Kane said I like number C. It's got everything that the community's been asking for, for quite some time.

Commissioner Townsend said I don't believe I have a delay. I guess I'm just not doing this the proper way, so for me C for the visibility. Several of the commissioners on the previous slide talked about that. As Commissioner Kane said, there are a lot of asks here so we have a high profile asking and just what's needed in a lot of areas. I also thought that there are a lot of cousins here with regard to the infrastructure as Commissioner McKiernan mentioned and also Mayor Alvey. So, I, M, K and D, they're all interrelated with regards to infrastructure. **Ms. Hand** said okay, excellent.

We have to recognize too, and I know Ms. VonAchen would remind me, the Local Recovery Funds are limited in terms of how they can be spent on specific types of infrastructure as you are aware, but with things like the infrastructure bill and other areas of ARPA funding in the future, having that kind of the part of our prioritization strategy will be useful. Thank you for weighing in on this.

Does anybody else want to kind of weigh in on any of these strategies that they'd like to see us kind of move forward in this conversation? Well, I think we've seen a fairly covered field here because of the number of cousins per Commissioner Townsend's qualifications. So I think that's something to take back and retool a little bit to make it a little bit clearer, more clear-cut, but this certainly helps me to kind of understand where you would like us to kind of think through some key opportunities to implement the goals around our Infrastructure and Built Environment.

I'm going to move to the final set of goals.

Organizational & Community Resilience: Select Top Three _.



I would love to have you weigh in on this last set. What are the strategies you would like to see in terms of our Organizational and Community Resilience. I can already see that there's learning already happening because the pin got dropped and taken away, so I can see somebody figured out a tool function. We'll get there, I promise. I won't subject you to too much more of this. **Commissioner Ramirez** said that was me. I clicked the button just to see what would happen.

Ms. Hand said we're seeing quite a bit of (inaudible). There's a lot in this of what definitely came up in the discussion around making sure that we could match funding opportunities with this using it as seed money or matching funds to maximize all the dollars that we spent, so that definitely seems to be a frontrunner. Would anyone like to speak to something they prioritize? **Commissioner Markley** said I was just going to speak to Item H, the facilitating ideas exchange. I thought one thing that we saw success with really in the CARES Act situation is that we basically said to everybody what do you want to do, what ideas do you have, where should this money go and I think we got back some ideas that we wouldn't have come up with on our own. Let's put it that way, that we were able to fund and that made a difference. I really would love to see us focus on the ideas and not so much the funding. I think it's easy for people to see the dollar signs and say, oh, we have all this money, let's figure out how to spend as much of it as possible in our department. You know I understand that.

We don't have a lot of money to go around a lot of times, so people are excited to have a funding opportunity, but more than that, I think if we're going to really revolutionize how this county operates, we need people to bring us their ideas. Some of those ideas might not cost a whole lot, maybe it's just adding an employee here or changing how an employee operates here or changing the way we're organizing something. So, it may not be the biggest dollar items, but they might be the ideas that make the biggest impact, so I really would like to see us invite people to

bring their creative ideas and not just the ideas that cost the most money which I think is the inclination if we don't sort of specify what we're looking for. **Ms. Hand** said excellent.

Commissioner Ramirez said now, I don't think they're cousins, they might be step-brothers, E and F, because you know, yes, we need to routinely and report and share the progress we make and thanks to you, you know, we do a very good job of that. Our social media is very active and so I thank you for doing that, but also when we do that going to E we need to make sure it's language accessible for all of our—you know we keep saying and we always say Wyandotte County is the second most diverse county in this country and for us to honor that is to make sure that the information and everything we give out reflects that. So, on this slide, I believe those two are important to me because we know from last year, if there's information we need to get out, we need to make sure that it gets out to everybody and that everybody has the opportunity to hear it and understand what's going on. **Ms. Hand** said I appreciate that.

Commissioner Philbrook said sorry, I'm operating off my phone because I'm having issues with dealing with one computer to accomplish this. I'm really liking G and the reason I like G about investing in our human capital is because we have a lot of folks working for the UG in our community and until very recently I don't believe they have been encouraged to learn and develop more and actually speak up and becomes leaders. I know that our Public Works group has already established a very robust training for leadership and there are people stepping forward that have not taken that opportunity to do it before. To have people like that encouraged, that's how we make our community great, is by encouraging those who love to live here, chose to work for the UG, and want to stay here by encouraging them to help us solve our problems by letting them be leaders. So, that's what I have to say about that one.

Commissioner Burroughs said, Ashley, could you give an overview of A? I'm kind of struggling with that one a little bit because if that means delegating monies, getting those monies out to organizations, that we are responsible for the money. Can you give a little bit of an overview about A for me please. I want to be supportive of A, but at the same time I just want to ensure that if we're going to leverage existing efforts, a lot of those organizations already have grants of philanthropic money and received federal funds and/or state dollars elsewhere and I don't want to

see us duplicate those if we can put those dollars in services somewhere else. So, could you explain A a little bit more in-depth for me please. **Ms. Hand** said I think, Commissioner, there's a couple different ways this type of strategy could be deployed. It could be something where, for example, you could almost imagine an evaluation of what's happening within a neighborhood and kind of us doing that needs assessment in a very rapid kind of response pace where we could say, okay, we see these types of things are available here, but there is a major need here that's not being fulfilled. So we kind of very precisely go in and invest in what that gap is. It has to build off of what else is happening within the community itself because it wouldn't make sense to do one thing by itself. It just won't have the type of impact, but by looking at what else is happening in that context to help make sure that we can kind of amplify the benefits instead of trying to do something by ourselves without that context.

I do think there's the other idea too which could be continuing that process of kind of following where other organizations have identified those needs and investing in that and taking a light process to make it easier for people to access those funds quickly so that money is out into the community as quick as possible. I do think, you know, there are others that have responded to this so I would be interested to hear your read of this as well, but that's kind of essentially what I was thinking in terms of how to make sure that we put money that continues to move other things forward and help make multiple efforts successful and being very tactical in how we approach that.

Commissioner Burroughs said I guess my concern was, if we're just going to hand money out to those organizations to do this stuff just to get the money out there quickly, and then if something should happen and they need additional dollars, I kind of read it that maybe we should as a local unit of government just kind of watch what they're doing. And if they need additional to make a project move forward, we are to supplant that funding, step in with an additional funding source versus just throwing the money to these organizations to get it on out because if we can leverage existing efforts, I'm all about that. I just don't want to lose the opportunity for us, as a local unit of government, to have an opportunity to better our community within our districts as commissioners. I think that's extremely important to every one of the elected, that they see that we are working and we're concerned about our individual districts and the community as a whole. **Ms. Hand** said excellent. Thank you for that feedback.

Commissioner Ramirez said thank you Commissioner Burroughs for that question because I did have—personally, myself, as well had some trouble understanding and maybe for an analogy, Ashley, and please correct me if this is wrong, but would A be like what we did for the CARES Act funding where we internally allocated and had the criteria of organizations apply for the funding, but we gave the funding to United Way where they could quickly give out that money. Would that be a correct analogy of what A is about? **Ms. Hand** said I think to some extent, but the fact that United Way had the function of being able to disperse, for example, that \$1.85M from immediate needs for housing and utility assistance, they had the ability to quickly put it into eleven different agencies and you only have one place to go, two on one, to get access to any of those services. I think that is the type of capacity that is an opportunity to explore.

CARES did precede me a little bit so I may not be able to really respond as to whether or not this is comparable to that process, but it is the idea that if there's a gap and a need for a little bit of money to kind of get someone to the next level of success with their plans or their programs, if that is kind of the catalytic money that they need to make to that next level of impact, is that something that we should consider doing.

Any other feedback on this? I just want to thank you all for humoring me with these tools. I know they can be a little cumbersome, but it does help with gathering some of the data and feedback from you.



The next step is really to go out to the community with some of the feedback that you've provided in this framework around goals and some of these strategies in terms of identifying what else is happening, where should we be looking and starting to capture some of those innovative ideas. We want to go out to the community and really make sure they have opportunity to really weigh

in and provide some input into what's happening in their community. We did some general outreach in August and have been maintaining some communication since then, but we really wanted to be able to kind of have more specific things for people to weigh in on. What does this mean and what does this look like.

I would like—kind of the next step is up to you as a Commission to kind of determine, but I will turn it over to Doug to talk us through that a little bit, but really a lot of the guidance that you provided tonight can help us with some of that priority-based budgeting. How do we apply a lens to all of the things that we know are out there already that are hoping to get funded, but also to cast an even wider net to other options and other opportunities that we haven't even heard about or explored as of yet because there just hasn't been the need to capture that input.

So, if it's alright with you, Mr. Bach, I would like to turn it back to you to kind of walk us through what comes next or Mayor, I'm not too sure, just to make sure that it's clear kind of where we go from here based on the outcomes of this discussion.

Mr. Bach said I think this is one where the Mayor and I had talked through what next steps could be and how to engage the Commission at a higher level and I think, Mayor, you were going—you had some specific thoughts on that as to how you would move forward with the Commission from this part, so I'll just turn it over to you.

Mayor Alvey said the first thing I want to do is talk about the Engage the Community. What does that process look like, Ashley? **Ms. Hand** said we've already outlined a process and various approaches to take. We also are going to partner with the folks that are helping us as consultants who have the ability to go out into the community with an outreach team to also engage more directly. This includes a variety of options including we would like to do some proactive outreach in terms of webinars and opportunities for people to learn more, hear more about what's happening, where we're at. We have online tools to collect input online, but we also are creating a variety of tools that we can go out into the community in person or via mail and other kind of physical ways to reach out to people because we recognize that there is a digital divide and not all tools are user-friendly.

So, we want to make sure that is accessible so that will include a variety of touch points throughout the process as well as maintaining recording on the ARPA website that we've started

so that we can provide kind of a regular and routine check-in so people can see what's happening and where those dollars are going and hear more about what the impact of those things are as we go through this process as a whole. So, not just in deciding how the money gets spent, but then tracking the impact of that money as it's spent.

Commissioner Johnson said I just wanted to make sure that within these next steps that we do them in a multilingual way so that we're reaching all areas of our community. **Ms. Hand** said absolutely.

Mayor Alvey said my thoughts on this, the CARES Act distribution allocation I thought was a good process. There was basically a sub-committee of the Commission and so I reached out to Commissioner Markley to ask if she would lead up this effort again. I've also asked Commissioner McKiernan and Commissioner Townsend to join in. I also will like to serve on that committee. We could go to one more Commission member, so if you're interested, please email that to me.

What I'm more concerned about is really to bring this back Special Session on a regular basis that is first of all, we're incorporating community input, reporting that back out, and really just reporting back out to the community on a regular basis. We're just going to be doing the front work basically and receiving consistent communication from the Commission on what the community itself is doing. It's going to be somewhat labor intensive, I know as the CARES Act funding allocation was, but have more frequent interaction with the entire Commission and we'll just be reporting back to the entire Commission.

That's why I'm concerned about the community engagement before we start meeting that we can get some of that moving forward, specifically I see you get defined equity and quality of life, evaluate needs and current resources; identify potential synergies. You know, I'm not sure if that's, you know, that's got to be an ongoing process, but again, there might be some things that need to be brought forward at the beginning.

Ms. Hand said, Mayor, absolutely and I think what clarifies this process and the approach that you and the Commission will take in moving the committee forward, we will make sure that outreach strategy and that communication strategy aligns with what you are able to accomplish and when. Make sure that we're not only preparing you with information in advance, but also helping the community to come to the table with the latest and greatest information so that

they can feel like they're empowered to be engaged with the information that they need to weigh in on their thoughts on these various issues.

We will absolutely design an approach that works along the timelines that you have set for the committee and make sure that the right information is out there. For example, we are working right now on an immediate needs update just to kind of help the community understand where we're at with the funds that have been allocated to date and where those funds have already been put into the community so that people can understand what happened in August, how it's been working behind the scenes and in the community ever since. So, those are the types of things we'll make sure that we are working in lockstep with you and the committee.

Commissioner Burroughs said, Mayor, would you repeat those that you appointed to the oversight committee again, please? **Mayor Alvey** said Commissioner Markley, Commissioner McKiernan, and Commissioner Townsend and myself. **Commissioner Burroughs** said, Mayor, can you share with us, did any of those serve in the prior disbursement? **Mayor Alvey** said yes. Commissioner Markley did. **Commissioner Burroughs** asked, is there a reason, Mayor, you didn't appoint anybody, the Chair of the Finance Committee to that committee that represents Bonner and Edwardsville? **Mayor Alvey** said well no. Just that I wanted to reach out—I felt these three individuals would do a good job in bringing this back to our Commission as a whole.

Commissioner Burroughs said okay, Mayor, I think there's qualities and skill levels in other commissioners too beside just these three and by all means I'm not attacking these three. I was just curious as to why Bonner Springs and Edwardsville were not included in the first tranche and here we are going back and discussing a second opportunity and neither Bonner Springs nor Edwardsville commissioners were involved in that disbursement. I'm just curious as to why your decision was not to include in this one. **Mayor Alvey** said as I said, there is room for one more individual on this committee and so I welcome Commissioner Walters or yourself. **Commissioner Burroughs** said, well Mayor, I would be more happy to serve if it's your decision to do so, but I didn't anticipate that, but I do want to ensure that Bonner Springs and Edwardsville are included. **Mayor Alvey** said understood.

Commissioner Bynum said I just wanted to make sure we clarify, that in the CARES Act team that brought forward those allocations, the City Manager of Edwardsville and someone from the

Bonner City Manager's office both were with us the whole way through that process. In this situation, I think it's just a little bit different because those two cities have been allocated their own ARPA funds and the way they would intersect with us here is through our county side ARPA allocations. I'm just saying all of that for clarification.

Commissioner Philbrook said well, Commissioner Bynum, thank you so much for filling in that information. I was going to tell him the same thing, but thank you so much and they were very much involved and were very pleased with the process.

Mayor Alvey said thank you all. I think that concludes our meeting for the evening and we will be communicating. Doug, just so you know, the next Special Session we'll be coming forward with just an outline. We'll briefly present an outline of how we will proceed with this. So, we'll need to set-aside a time at the next Special Session. **Mr. Bach** said okay. We'll work on that, Mayor.

MAYOR ALVEY ADJOURNED
THE MEETING AT 5:53 p.m.

Brett A. Deichler
Interim Unified Government Clerk

dt



Unified Government Clerk's Office

Brett A. Deichler, PMP | CPM
Interim Unified Government Clerk

701 North 7th Street, Suite 323
Kansas City, Kansas 66101-3070

Phone: 913-573-5260
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<http://www.wycokck.org>

Memorandum

To: Doug Bach
County Administrator

From: Brett Deichler
Interim UG Clerk

Date: November 18, 2021

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.

af

Attachment

Weekly Business Material for November 18, 2021

1. COMMUNICATIONS:

Brett Deichler, Interim UG Clerk, listing bids received on:

November 10, 2021, for:

Project B#32246 – Four (4) Ballfield Restroom Replacements for Parks and Recreation,

November 17, 2021, for:

Project B#32279 – New Covered boat Dock at WYCO Lake Park.

Action: Received and filed. Copies previously forwarded to County Administrator, Parks & Recreation, and Legislative Auditor.

2. COMMUNICATIONS:

Pam Kahao, Accounting Manager, regarding warrant cancellations:

Warrant #	Reissue?	Date Issued	AMOUNT	FUND/ACD	Vendor Name/Number	Reason for void
894793	Yes	8/27/2021	\$ 1,250.27	790 2118	Meridian Title Company #9342P	Stale dated
896726	No	10/15/2021	\$ 728.00	110 2042	KS Dept of Revenue #20052	Wrong amount
			\$ 7,105.00	110 2042		Wrong amount
894908	Yes	8/27/2021	\$ 819.48	971 41392395444	McCray Lumber Co #36032	Stale dated
895709	Yes	9/17/2021	\$ 16.10	160 12100015210	Obannon-Harrison, Tanya #D0230	Stale dated

Action: Received and filed.

3. PERSONNEL ACTION COMMUNICATION, DATED NOVEMBER 16, 2021:

Section I - Appointments

Name	Department/Division	Eff. Date	Job Title
Hannah L Conner	Health	11/15/21	Management Analyst
Aaron Z Gage	Sheriff/Detention	11/15/21	Deputy
Adanari Hernandez	NRC	11/15/21	Fiscal Supt Specialist
Rachel J Hostetler	Health	11/15/21	Admin Coordinator
Josh M Taylor	Municipal Court	11/15/21	Court Clerk I

Section II -Transfer

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Leroy L Cowhick	Police/Asset	10/21/21	Security Officer, Unarmed	Security Officer, Unarmed

Section V – Increases per Memorandum of Understanding

Name	Department/Division	Eff. Date	Job Title
Vanessa Calderon	Fire/Comm	11/16/21	Fire Comm Dispatcher

Ernestine L Holmes	Health	11/11/21	Admin Supt Supervisor
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Section VIII – Other Requests

Name	Department/Division	Action Requested and Explanation
Husinee R Love	Sheriff/Court Security	Amend PAC 9/30/20 to reflect change in rg/stp effective 9/3/20
Robert A Meyers	Sheriff/Court Security	Amend PAC 4/2/20 to reflect change in rg/stp effective 4/2/20
Pamela Waldeck	Police	Amend PAC 11/9/21 to reflect change in status/reason to A/F and sick effective 11/10/21

Action: Received and filed. Copy previously forwarded to Payroll.

4. PERSONNEL ACTION COMMUNICATION, DATED NOVEMBER 18, 2021:

Section I – Appointments

Name	Department/Division	Eff. Date	Job Title
Ryan J Dyer	NRC	11/15/21	Inspector I
Jacob R Kooyer	PW/Engineering	11/15/21	Info Systems Analyst
Dylan R R McCombs	NRC	11/15/21	Inspector I

Section II – Transfers

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Joshua E Blair	Fire	11/4/21	Sr Firefighter Paramedic	Fire Driver
Anthony W Bigby	Fire	11/4/21	Fire Driver	Fire Captain
Christopher D Carroll	Fire	11/4/21	Sr Firefighter Paramedic	Fire Driver
Mallory A Super	Fire	11/4/21	Training Instructor I	Sr Firefighter Paramedic

Section III – Separation

Name	Department/Division	Eff. Date	Job Title
Gia L Garrett	Health	11/19/21	Program Supervisor

Section V – Increase per Memorandum of Understanding

Name	Department/Division	Eff. Date	Job Title
Troy W Shaw	PW/Engineering	11/11/21	County Engineer

Action: Received and filed. Copy previously forwarded to Payroll.

5. MOTION TO SET ASIDE:

Unified Government vs. Yoshima Holmes, Case No. 2019-PT-000001.

Action: Received and filed. Copy previously forwarded to Legal.

6. CLAIMS FOR DAMAGES:

Kara McCarthy, 3728 N. 123rd St., through attorney Thomas Ahlbrandt, 9237 Ward Pkwy., Ste. 100, Kansas City, MO, alleging damage in the form of lost wages, emotional pain and suffering, and attorney's fees, due to discrimination.

Teresa Moeller, 2904 S. Viking Ct., Independence, MO, alleging damage to tire due to pothole on 10/28/21.

Action: Received and filed. Copies previously forwarded to Legal.

7. TRAVEL REQUESTS:

Vincent Kingston, KCKPD, travel to Washington, DC, November 18 – 20, 2021, to interview the subject of a JTTF investigation, no costs.

Rachael Yearsley, KCKPD, travel to Johnston, IA, January 2 – 7, 2022, to attend Undercover Techniques and Survival for Narcotic Officers training, Employee Training and Travel.

Action: Approved by County Administrator's Office and received and filed.

8. CERTIFICATES OF INSURANCE:

CHWC, Inc.
Simmons Security and Protection Services Inc.

Action: Referred to License.

9. BUSINESS BONDS:

Hauler's Bond:
Hydro-Klean, LLC

HVAC Bond:
Royal Heating and Cooling LLC

Mechanical/HVAC Bonds:
Holmes Heating and Air Conditioning
Stadium Sheet Metal

Sign Hanger's Bonds:
Boyce Industries, Inc. d/b/a Missouri Neon Company, Signlink
Summit Truck Equipment d/b/a Yellow Frog Graphics

Action: Referred to License.

10. CONTINUATION CERTIFICATE:

Electrical Contractor's Bond:
Alan Knight d/b/a Sparke Electric

Action: Referred to License.

11. CANCELLATION NOTICES:

Electrical Contractor's Bonds:
Browning Electric, LLC
KC Wireman Inc

Action: Referred to License.

12. APPLICATIONS FOR DRINKING ESTABLISHMENT/PUBLIC VENUE:

Benjamin Villa Corona/William W. Hutton d/b/a/ Bohemio Mexican Restaurant, 542 Southwest Blvd.

Jeremy Lane d/b/a Deep Roots Restaurant and Bar, 4601 Shawnee Dr.

Action: Referred to License.

13. APPLICATIONS FOR CATERER/DRINKING ESTABLISHMENT/HOTEL:

Clifford Dale d/b/a Mason Jar, 941 N. 74th Dr.

Jose R. Romo/Lilia F. Torres d/b/a Taqueria Mexico #4, 3300 Rainbow Blvd.

Action: Referred to License.

14. APPLICATION FOR PRIVATE SECURITY BUSINESS:

Metro Public Safety & Investigations, LLC/Tyler Talbott d/b/a Metro Public Safety & Investigations, LLC, 6060 N. Oak Trfwy., Ste. 104, Gladstone, MO.

Action: Referred to License.



Staff Request for Commission Action

Tracking No. 211192

Full Commission Meeting Date: Fast track to 12/2/21

Committee: Economic Development & Finance

Date of Standing Committee Action: 11/29/21
(If none, please explain):

Publication Required: Yes

<u>Date:</u> 11/29/2021	<u>Contact Name:</u> Katherine Carttar	<u>Contact Phone:</u> x5176	<u>Contact Email:</u> kcarttar@wycokck.org	<u>Department/Division:</u> Economic Development
<u>Item Description:</u> Resolution of Intent to Issue Industrial Revenue Bonds not to exceed \$48,000,000 to finance the costs of acquiring, constructing, improving and equipping a commercial multifamily facility for the benefit of Hudson Apartments, LLC.				
<u>Action Requested:</u> Approve and fast track to the 12/2/21 full commission meeting for a public hearing				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> Resolution of Intent (Hudson Apartments IRB), Notice of Public Hearing (Hudson Apartments IRB), CBA_Hudson_with_LMWBE_11152021, Performance Agreement (Hudson Apartments IRB) (12.2.21)				

RESOLUTION NO. R __-21

RESOLUTION DETERMINING THE INTENT OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE AMOUNT OF NOT TO EXCEED \$48,000,000 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING A COMMERCIAL MULTIFAMILY FACILITY FOR THE BENEFIT OF HUDSON APARTMENTS, LLC AND ITS SUCCESSORS AND ASSIGNS

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 industrial 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, Hudson Apartments, LLC, a Kansas limited liability company (including any successors or assigns, 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 and equipping an approximately 228 unit commercial multifamily facility located generally at 3600 Rainbow Boulevard, as more fully described in the Application (collectively, the “Project”) through the issuance of its industrial revenue bonds in one or more series in the amount of not to exceed \$48,000,000 (the “Bonds”), 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 the Bonds under the Act in a principal amount of not to exceed \$48,000,000, 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, to set forth certain terms of the Project and the proposed property tax abatement, the Unified Government desires to approve the Performance Agreement between the Unified Government and Company (the “Performance Agreement”) and authorize the Mayor/CEO’s execution thereof.

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 Bonds to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act. The Project shall be generally located at 3600 Rainbow Boulevard, in the corporate boundaries of the Unified Government, as further described in the Application.

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 and equip the Project out of the proceeds of the Bonds of the Unified Government in the principal amount of not to exceed \$48,000,000, to be issued pursuant to the Act.

Section 3. 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 taxes that may not be abated by the Unified Government under Kansas law, including the school district's capital outlay levy) for all property (including real property, building improvements, machinery and equipment) 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 Agreement and subject to adjustment as set forth therein. 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.

Section 4. Performance Agreement. The Mayor/CEO is authorized and directed to execute and deliver the Performance Agreement between the Unified Government and the Company on behalf of, and as the act and deed of the Unified Government, in substantially the same form as presented to the governing body on this date with such corrections or amendments thereto as the Mayor/CEO, upon recommendation of the Chief Counsel of the Unified Government, may approve.

Section 5. Provision for the Bonds. Subject to the conditions of this Resolution of Intent (this "Resolution"), the Unified Government expresses its intent to (i) issue the 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 reasonably acceptable to the Company and determined by ordinance of the Unified Government (the "Ordinance"); (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 the Bonds by the Unified Government and take or cause to be taken such other action as may be required to implement the aforesaid.

Section 6. Conditions to Issuance. The issuance of the 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; (iii) the Company's compliance with the Unified Government's policy relating to the issuance of industrial 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 7. Sale of the Bonds. The sale of the Bonds shall be the sole responsibility of the Company; provided, however, arrangements for the sale of the Bonds shall be reasonably acceptable to the Unified Government.

Section 8. 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 a Lease Agreement (as defined in the Performance Agreement) with respect

to the Bonds 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 for the Bonds and in favor of the owners of the Bonds, all as provided in the Trust Indenture to be entered into between the Unified Government and the trustee for the Bonds (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 9. Required Disclosure. Any disclosure document prepared in connection with the placement or 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 10. Authorization to Proceed. The Company is hereby authorized to proceed with the acquiring, constructing and equipping of the Project, including the necessary planning and engineering for the Project and entering into of contracts and purchase orders in connection therewith, and to advance such funds as may be necessary to accomplish such purposes, and, to the extent permitted by law and upon compliance with the other requirements of this Resolution, the Unified Government will reimburse the Company for all expenditures paid or incurred therefor out of the proceeds of the Bonds.

Section 11. 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 12. Termination of Resolution. This Resolution shall terminate eighteen (18) months from the date of the adoption of this Resolution unless (i) the Bonds have been issued for the Project or (ii) a building permit has been issued by the Unified Government for the Project, or as otherwise set forth in the Performance Agreement. The Unified Government, upon the written request of the Company, may extend this time period.

Section 13. 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 or as otherwise provided in the Performance Agreement, 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 14. 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 15. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the governing body of the Unified Government.

[Remainder of page intentionally blank.]

**ADOPTED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS ON DECEMBER 2, 2021.**

By: _____
Mayor/CEO of the
Unified Government of Wyandotte
County/Kansas City, Kansas

[SEAL]

ATTEST:

By: _____
Unified Government Clerk

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 the Performance Agreement. Below is an approximate PILOT schedule based on 228 apartment units, which may be adjusted as set forth in the Performance Agreement.

Local, Minority, and Women Business Enterprise (L/M/W) goals are set forth in the Performance Agreement. PILOT payments do not include the school district’s capital outlay levy that cannot be abated under Kansas law.

Number of units	228
Year 1 PILOT	\$210,672
Year 1 PILOT per unit	\$924
Annual Increase	2.00%
Annual Increase if LMW Failure	4.00%

Year^(a)	Annual PILOT^(b)	PILOT per Door^(b)	Annual PILOT if L/M/WBE Failure^(b)	PILOT per Door^(b)
1	\$210,672	\$924	\$210,672	\$924
2	214,885	942	219,099	961
3	219,183	961	227,863	999
4	223,567	981	236,977	1,039
5	228,038	1,000	246,456	1,081
6	232,599	1,020	256,315	1,124
7	237,251	1,041	266,567	1,169
8	241,996	1,061	277,230	1,216
9	246,836	1,083	288,319	1,265
10	251,773	1,104	299,852	1,315

Business Category	Participation Percentage Goal Percentage of Total Construction Cost for the Project
LBE	12%
MBE	6%
WBE	4%

^(a) Year 1 refers to calendar year beginning January 1 after issuance of Bonds.

^(b) Does not include school district capital outlay levy.

(Published in the *Wyandotte Echo* on November 18, 2021)

**NOTICE OF PUBLIC HEARING FOR ISSUANCE
OF INDUSTRIAL REVENUE BONDS**

Public notice is hereby given that the Unified Government of Wyandotte County/Kansas City, Kansas (the “Unified Government”), will conduct a public hearing on **Thursday, December 2, 2021**, at 7:00 p.m., or as soon thereafter as may be heard, regarding the proposed issuance by the Unified Government of its industrial revenue bonds in a principal amount not to exceed \$48,000,000 (the “Bonds”) and an exemption from ad valorem taxation for property constructed or purchased with the proceeds of such Bonds. The public hearing will be held virtually and may be accessed via Zoom web conference or toll free via telephone by dialing (877) 853-5257 or (888) 475-4499. Public hearing access information is available at www.wycokck.org/BOC-Virtual-Meeting.aspx or by contacting the Clerk’s office via phone at (913) 573-5206 or via email at clerkwest@wycokck.org. Public comment may also be submitted in advance of the public hearing by email to clerkwest@wycokck.org, fax to (913) 573-5299, or mail to Unified Government Clerk’s Office, 701 N. 7th Street, Suite 323, Kansas City, Kansas 66101.

The Bonds are proposed to be issued under authority of K.S.A. 12-1740 *et seq.*, as amended, to provide funds for acquiring, purchasing, constructing, installing and equipping an approximately 228-unit commercial multifamily facility, located generally at 3600 Rainbow Boulevard, in the City of Kansas City, Kansas (the “Project”). The Unified Government intends to base lease the facility and further intends to lease the facility to Hudson Apartments, LLC a Kansas limited liability company (the “Company”), or its successors and assigns.

The Company has requested a 10-year property tax abatement subject to certain payments in lieu of tax for the property constructed or purchased with the proceeds of the Bonds.

A copy of this Notice, together with a copy of the resolution of intent of the Unified Government to be considered for adoption, indicating the intent of the governing body of the Unified Government to issue the Bonds and a report analyzing the costs and benefits of such property tax exemption, are on file in the office of the Clerk and available for public inspection during normal business hours.

All persons having an interest in this matter will be given an opportunity to be heard at the time and place above specified.

Dated: November 18, 2021.

Brett Deichler
Unified Government Clerk

A Tax Abatement Cost-Benefit Analysis of Hudson Apartments, LLC for the Unified Government of Kansas City/Wyandotte County

Completed by
Municipal Consulting, LLC

11/15/2021

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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
- **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

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	1.33	3%
Wyandotte County	1.16	2%
Kansas City USD 500	2.30	13%
KC Community College	1.19	2%
State of Kansas	1.94	9%

Each of the taxing entities has a positive benefit-to-cost ratio. 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 65% 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
Date: 2021.11.15 13:18:06 -06'00'

R. Steven Robb
Sole Owner
Municipal Consulting, LLC
Cell: 620-704-6495 E-Mail: steverobb@ckt.net
www.municipalconsulting.biz
2207 N. Free King Hwy, Pittsburg, KS 66762-8418

Column1	Column2	Column3	Column4	Column5	Column6
COST-BENEFIT ANALYSIS PROJECT SUMMARY					
PROJECT NAME:		Hudson Apartments, LLC			(With L/M/WBE)
DATE:			11/15/2021		
GOVERNMENTAL ENTITIES INVOLVED:					
CITY:			City of Kansas City		
COUNTY:			Wyandotte County		
SCHOOL DISTRICT:			Kansas City USD 500		
SPECIAL TAXING DISTRICT #1			KC Community College		
STATE:			State of Kansas		
INFLATION RATE:		2.00%	DISCOUNT RATE:		2.50%

Hudson Apartments, LLC

Column1	Column2	Column3	Column4	Column6	Column11
Community Data Inputs:					
	City of Kansas City	Wyandotte County	Kansas City USD 500	KC Community College	State
Mill Levy	38.482198	39.338122	60.830881	27.389913	1.500
Sales Tax	1.625%	1.000%	n/a	n/a	6.50%
Transient Guest Tax	8.00%	0.00%	n/a	n/a	n/a
Utility Revenue/HsHld	\$0.93	n/a	n/a	n/a	n/a
Franchise Fees/HsHld	\$512.25	n/a	n/a	n/a	n/a
Other Revenues/Res.	\$71.31	\$72.15	n/a	\$250.24	\$1,511.19
Marg. Cost/Res./Student	\$103.90	\$36.50	\$1,602.43	\$23.10	\$654.19
Other Revenues/Worker	\$66.73	\$67.52	n/a	\$234.17	\$1,296.05
Marginal Cost/New Worker	\$97.23	\$34.15	n/a	\$21.62	\$561.06
State Funding/Pupil	n/a	n/a	\$11,887.38	n/a	\$10,173
Federal Funding/Pupil	n/a	n/a	\$4,136.89	n/a	\$1,022
Visitor Daily Spending	\$50.00	\$50.00		Total Mill Levy	\$75.00
Average Hotel Room Rate	\$100	\$100		167.541114	n/a
Retail Pull Factor	0.96	0.97			n/a
Percent of County Share	90.80%	100.00%			n/a
Ann. Local Per Capita Sales/Use Tax	\$211	\$155			n/a
Ann. State Per Capita Sales/Use Tax	\$994	\$1,011			\$1,078
Annual Per Capita Retail Sales	\$15,297	\$15,561			\$16,581
Average Household Size	2.68	2.67			2.49
Avg. Wage-All Occupations	\$55,838	\$55,838			\$48,609

Hudson Apartments, LLC

Column	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9	Column10	Column11	Column12	Column13	Column14	Column15
Firm Data Inputs:				Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
Investment in Land & Building				\$44,000,000										
Investment in Furniture, Fixtures & Equip.				\$864,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$864,000
Professional fees and Financing costs.				\$5,962,710	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,962,710
Total Project Investment				\$50,826,710										
City/County 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%		\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$1,500,000
Net City Util. Revenue		3.00%	\$0	\$2,179	\$2,279	\$2,377	\$2,448	\$2,522	\$2,597	\$2,675	\$2,756	\$2,838	\$2,923	\$25,595
Franchise Fees		3.00%	\$0	\$41,599	\$62,395	\$80,374	\$82,785	\$85,269	\$87,827	\$90,462	\$93,176	\$95,971	\$98,850	\$818,708
PILOT - City			\$0	\$48,389	\$49,357	\$50,344	\$51,351	\$52,378	\$53,425	\$54,494	\$55,584	\$56,695	\$57,829	\$529,844
PILOT - County			\$0	\$49,465	\$50,454	\$51,464	\$52,493	\$53,543	\$54,613	\$55,706	\$56,820	\$57,956	\$59,115	\$541,629
PILOT - State			\$0	\$1,886	\$1,924	\$1,962	\$2,002	\$2,042	\$2,082	\$2,124	\$2,167	\$2,210	\$2,254	\$20,653
PILOT - School			\$0	\$76,491	\$78,021	\$79,581	\$81,173	\$82,796	\$84,452	\$86,141	\$87,864	\$89,621	\$91,414	\$837,554
PILOT - Comm. Coll.			\$0	\$34,441	\$35,130	\$35,832	\$36,549	\$37,280	\$38,026	\$38,786	\$39,562	\$40,353	\$41,160	\$377,120
New Resident Households ²		0	114	57	46	0	0	0	0	0	0	0	0	217
Households new to the city		65%	74.1	37.1	29.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	141.0
Households new to the county		33%	37.1	18.5	14.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	70.0
Households new to the state		5.0%	5.7	2.9	2.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	10.9
New students in K-12		50%	37.1	18.5	14.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	70.9
New Employees			7.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	7.0
New employee average salary		2.00%	\$42,918	\$43,777	\$44,652	\$45,545	\$46,456	\$47,385	\$48,333	\$49,299	\$50,285	\$51,291		N/A
Tax Abatement-Land			100%	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%	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				50%	50%	75%								
Assumed Inflation Rate				2.00%										

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:		Hudson Apartments, LLC				Ratio of		
DATE:		11/15/2021				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	\$9,032,244	\$6,772,319	\$2,259,925	\$1,977,246	\$5,527,147	0.36	1.33	3%
Wyandotte County	\$7,613,022	\$6,561,181	\$1,051,841	\$926,652	\$5,650,082	0.16	1.16	2%
Kansas City USD 500	\$22,667,281	\$9,862,522	\$12,804,759	\$11,092,765	\$7,588,029	1.46	2.30	13%
KC Community College	\$5,435,485	\$4,563,416	\$872,069	\$757,266	\$3,933,977	0.19	1.19	2%
State of Kansas	\$2,176,452	\$1,122,670	\$1,053,781	\$1,028,046	\$215,443	4.77	1.94	9%

SUMMARY OF COSTS AND BENEFITS FOR:

PROJECT: Hudson Apartments, LLC

DATE: 11/15/2021

City of Kansas City

DISCOUNT RATE: 2.50%

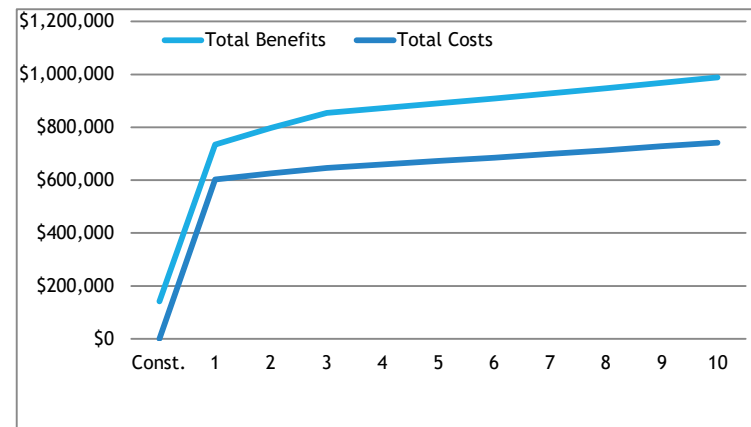
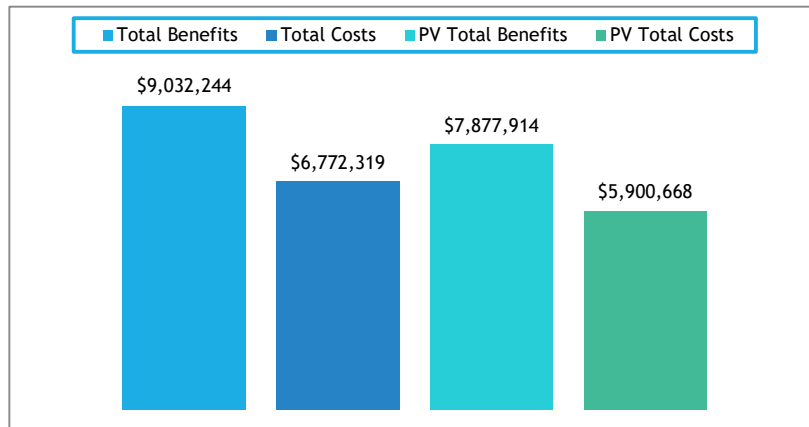
Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 1.33

Ratio of Present Value of Total Benefits to Present Value of Total Costs 1.34

(Typical desired ratio would be 1.3 to 1)

Average ROI 3.34%

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.	\$141,692	\$0	\$0	\$0	\$0	\$141,692	\$141,692	\$0	\$0	\$0	\$0	\$141,692	\$141,692	\$141,692	\$0
1	\$47,062	\$579,080	\$43,777	\$48,389	\$15,776	\$734,084	\$716,180	\$22,986	\$579,080	\$602,066	\$587,381	\$132,018	\$273,711	\$128,798	\$564,956
2	\$69,777	\$590,662	\$64,674	\$49,357	\$23,458	\$797,927	\$759,478	\$34,178	\$590,662	\$624,840	\$594,732	\$173,087	\$446,797	\$164,746	\$562,200
3	\$88,934	\$602,475	\$82,751	\$50,344	\$29,938	\$854,442	\$793,434	\$43,620	\$602,475	\$646,095	\$599,963	\$208,347	\$655,144	\$193,471	\$559,458
4	\$90,689	\$614,524	\$85,234	\$51,351	\$30,537	\$872,334	\$790,292	\$44,492	\$614,524	\$659,017	\$597,037	\$213,317	\$868,462	\$193,255	\$556,729
5	\$92,478	\$626,815	\$87,791	\$52,378	\$31,147	\$890,609	\$787,168	\$45,382	\$626,815	\$672,197	\$594,124	\$218,412	\$1,086,873	\$193,044	\$554,013
6	\$94,303	\$639,351	\$90,425	\$53,425	\$31,770	\$909,274	\$784,065	\$46,290	\$639,351	\$685,641	\$591,226	\$223,633	\$1,310,507	\$192,838	\$551,311
7	\$96,165	\$652,138	\$93,137	\$54,494	\$32,406	\$928,340	\$780,980	\$47,216	\$652,138	\$699,354	\$588,342	\$228,986	\$1,539,493	\$192,638	\$548,621
8	\$98,064	\$665,181	\$95,931	\$55,584	\$33,054	\$947,814	\$777,915	\$48,160	\$665,181	\$713,341	\$585,472	\$234,473	\$1,773,965	\$192,443	\$545,945
9	\$100,001	\$678,485	\$98,809	\$56,695	\$33,715	\$967,705	\$774,869	\$49,123	\$678,485	\$727,608	\$582,616	\$240,097	\$2,014,062	\$192,252	\$543,282
10	\$101,976	\$692,054	\$101,774	\$57,829	\$34,389	\$988,023	\$771,842	\$50,106	\$692,054	\$742,160	\$579,774	\$245,863	\$2,259,925	\$192,068	\$540,632
Total	\$1,021,142	\$6,340,766	\$844,303	\$529,844	\$296,189	\$9,032,244	\$7,877,914	\$431,553	\$6,340,766	\$6,772,319	\$5,900,668	\$2,259,925	\$2,259,925	\$1,977,246	\$5,527,147



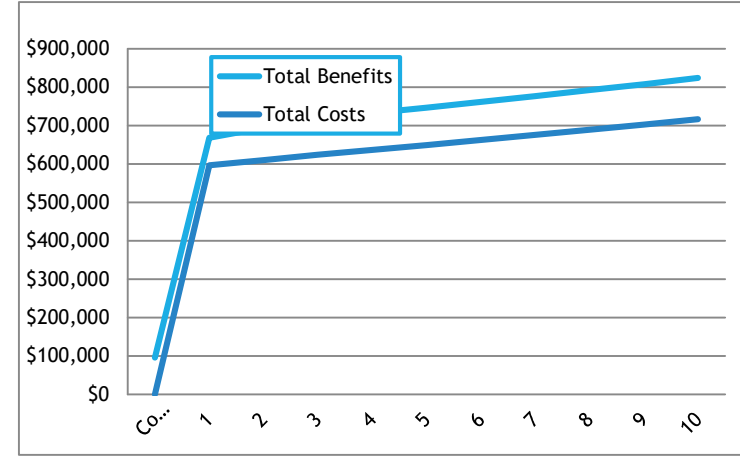
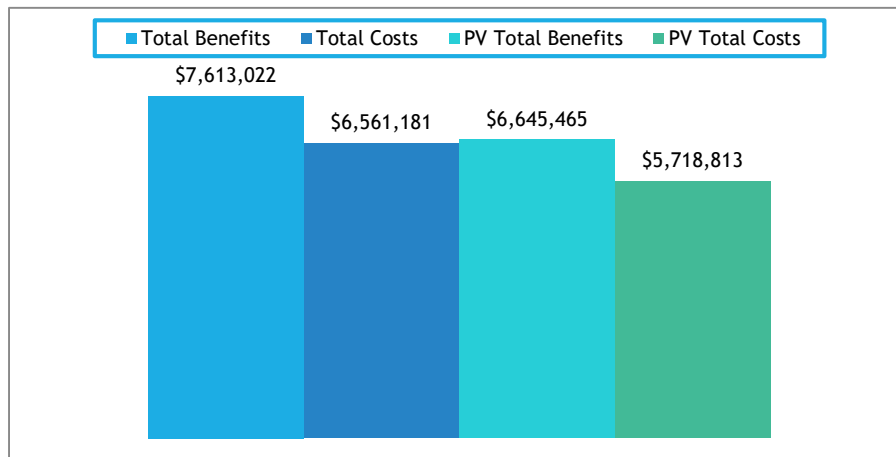
SUMMARY OF COSTS AND BENEFITS FOR: Wyandotte County
PROJECT: Hudson Apartments, LLC

DATE: 11/15/2021

DISCOUNT RATE: 2.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 1.16
Ratio of Present Value of Total Benefits to Present Value of Total Costs: 1.16
Average ROI: 1.60%

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.	\$96,030	\$0	\$0	\$0	\$96,030	\$96,030	\$0	\$0	\$0	\$0	\$96,030	\$96,030	\$96,030	\$0
1	\$18,711	\$591,960	\$49,465	\$7,307	\$667,444	\$651,164	\$4,365	\$591,960	\$596,325	\$581,780	\$71,119	\$167,149	\$69,384	\$577,522
2	\$27,069	\$603,799	\$50,454	\$12,502	\$693,824	\$660,392	\$6,337	\$603,799	\$610,136	\$580,737	\$83,687	\$250,836	\$79,655	\$574,705
3	\$34,122	\$615,875	\$51,464	\$15,793	\$717,253	\$666,041	\$8,002	\$615,875	\$623,877	\$579,332	\$93,376	\$344,212	\$86,709	\$571,901
4	\$34,789	\$628,193	\$52,493	\$16,109	\$731,583	\$662,778	\$8,162	\$628,193	\$636,355	\$576,506	\$95,228	\$439,440	\$86,272	\$569,112
5	\$35,470	\$640,757	\$53,543	\$16,431	\$746,200	\$659,532	\$8,325	\$640,757	\$649,082	\$573,694	\$97,118	\$536,558	\$85,838	\$566,335
6	\$36,164	\$653,572	\$54,613	\$16,759	\$761,109	\$656,302	\$8,492	\$653,572	\$662,064	\$570,895	\$99,045	\$635,604	\$85,406	\$563,573
7	\$36,873	\$666,643	\$55,706	\$17,095	\$776,316	\$653,088	\$8,662	\$666,643	\$675,305	\$568,111	\$101,011	\$736,615	\$84,977	\$560,824
8	\$37,595	\$679,976	\$56,820	\$17,436	\$791,827	\$649,890	\$8,835	\$679,976	\$688,811	\$565,339	\$103,016	\$839,631	\$84,550	\$558,088
9	\$38,332	\$693,576	\$57,956	\$17,785	\$807,649	\$646,707	\$9,012	\$693,576	\$702,587	\$562,582	\$105,062	\$944,693	\$84,126	\$555,366
10	\$39,084	\$707,447	\$59,115	\$18,141	\$823,787	\$643,541	\$9,192	\$707,447	\$716,639	\$559,837	\$107,148	\$1,051,841	\$83,704	\$552,657
Total	\$434,238	\$6,481,797	\$541,629	\$155,357	\$7,613,022	\$6,645,465	\$79,383	\$6,481,797	\$6,561,181	\$5,718,813	\$1,051,841	\$1,051,841	\$926,652	\$5,650,082



SUMMARY OF COSTS AND BENEFITS FOR:
PROJECT: Hudson Apartments, LLC

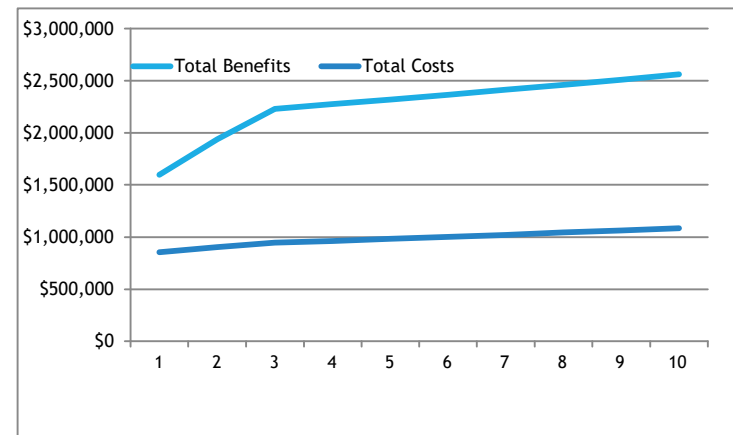
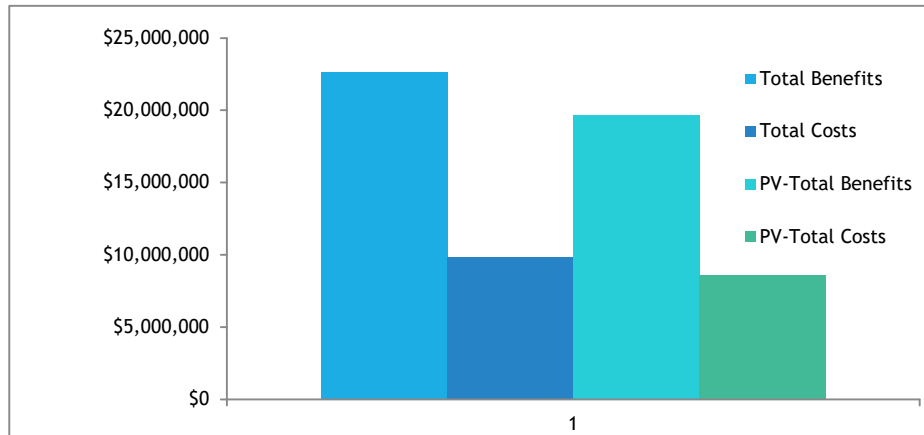
Kansas City USD 500

DATE: 11/15/2021

DISCOUNT RATE: 2.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 2.30
Ratio of Present Value of Total Benefits to Present Value of Total Costs: 2.29
(Typical desired ratio would be 1.3 to 1) **Average ROI** 12.98%

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	\$794,999	\$76,491	\$120,384	\$605,573	\$1,597,447	\$1,558,485	\$59,370	\$794,999	\$854,369	\$833,531	\$743,078	\$743,078	\$724,954	\$775,609
2	\$810,899	\$78,021	\$122,792	\$926,527	\$1,938,238	\$1,844,843	\$90,836	\$810,899	\$901,735	\$858,284	\$1,036,503	\$1,779,581	\$986,559	\$771,825
3	\$827,117	\$79,581	\$125,248	\$1,197,073	\$2,229,018	\$2,069,865	\$117,360	\$827,117	\$944,477	\$877,041	\$1,284,541	\$3,064,123	\$1,192,824	\$768,060
4	\$843,659	\$81,173	\$127,752	\$1,221,014	\$2,273,599	\$2,059,768	\$119,707	\$843,659	\$963,367	\$872,763	\$1,310,232	\$4,374,355	\$1,187,006	\$764,314
5	\$860,533	\$82,796	\$130,308	\$1,245,434	\$2,319,071	\$2,049,721	\$122,101	\$860,533	\$982,634	\$868,505	\$1,336,437	\$5,710,791	\$1,181,215	\$760,585
6	\$877,743	\$84,452	\$132,914	\$1,270,343	\$2,365,452	\$2,039,722	\$124,543	\$877,743	\$1,002,287	\$864,269	\$1,363,165	\$7,073,957	\$1,175,453	\$756,875
7	\$895,298	\$86,141	\$135,572	\$1,295,750	\$2,412,761	\$2,029,772	\$127,034	\$895,298	\$1,022,332	\$860,053	\$1,390,429	\$8,464,386	\$1,169,719	\$753,183
8	\$913,204	\$87,864	\$138,283	\$1,321,665	\$2,461,016	\$2,019,871	\$129,575	\$913,204	\$1,042,779	\$855,857	\$1,418,237	\$9,882,623	\$1,164,013	\$749,509
9	\$931,468	\$89,621	\$141,049	\$1,348,098	\$2,510,237	\$2,010,018	\$132,167	\$931,468	\$1,063,635	\$851,682	\$1,446,602	\$11,329,225	\$1,158,335	\$745,853
10	\$950,098	\$91,414	\$143,870	\$1,375,060	\$2,560,441	\$2,000,213	\$134,810	\$950,098	\$1,084,907	\$847,528	\$1,475,534	\$12,804,759	\$1,152,685	\$742,215
Total	\$8,705,018	\$837,554	\$1,318,171	\$11,806,538	\$22,667,281	\$19,682,278	\$1,157,504	\$8,705,018	\$9,862,522	\$8,589,513	\$12,804,759	\$12,804,759	\$11,092,765	\$7,588,029



SUMMARY OF COSTS AND BENEFITS FOR:
PROJECT: Hudson Apartments, LLC

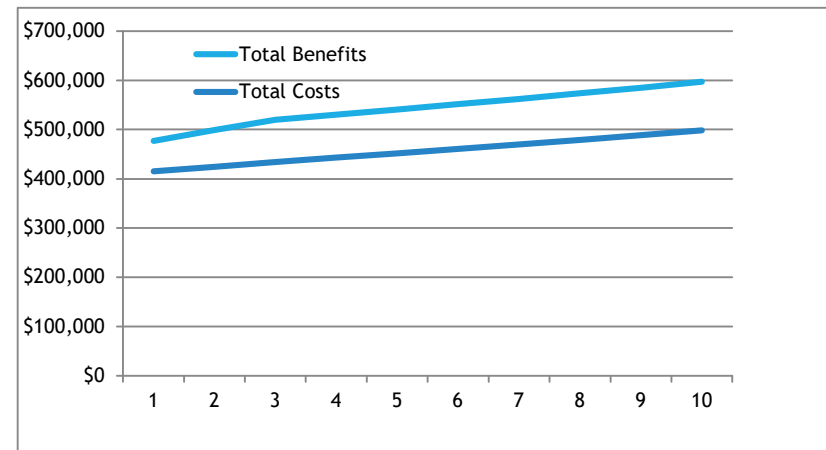
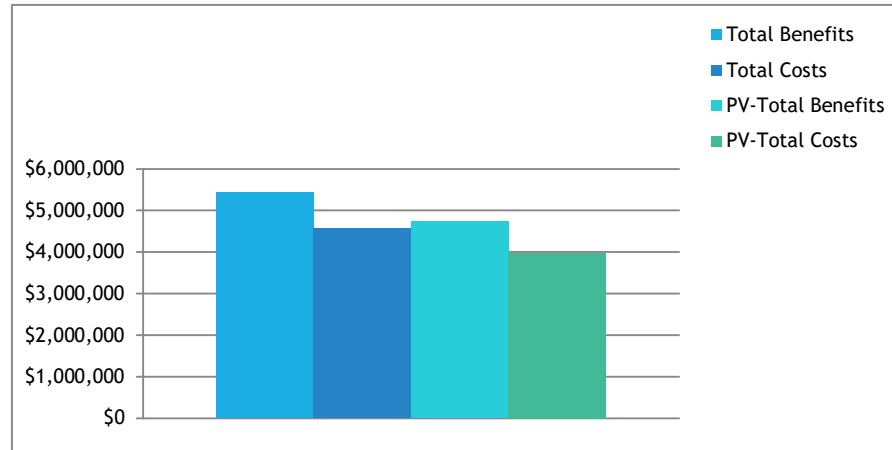
KC Community College

DATE: 11/15/2021

DISCOUNT RATE: 2.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 1.19
Ratio of Present Value of Total Benefits to Present Value of Total Costs: 1.19
(Typical desired ratio would be 1.3 to 1) **Average ROI** 1.91%

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	\$412,163	\$34,441	\$30,018	\$476,622	\$464,997	\$2,771	\$412,163	\$414,935	\$404,814	\$61,687	\$61,687	\$60,183	\$402,111
2	\$420,407	\$35,130	\$43,543	\$499,080	\$475,031	\$4,020	\$420,407	\$424,427	\$403,975	\$74,653	\$136,340	\$71,056	\$400,149
3	\$428,815	\$35,832	\$54,961	\$519,608	\$482,508	\$5,074	\$428,815	\$433,889	\$402,909	\$85,720	\$222,060	\$79,599	\$398,197
4	\$437,391	\$36,549	\$56,060	\$530,001	\$480,154	\$5,176	\$437,391	\$442,567	\$400,944	\$87,434	\$309,494	\$79,211	\$396,255
5	\$446,139	\$37,280	\$57,182	\$540,601	\$477,812	\$5,279	\$446,139	\$451,418	\$398,988	\$89,183	\$398,677	\$78,825	\$394,322
6	\$455,062	\$38,026	\$58,325	\$551,413	\$475,481	\$5,385	\$455,062	\$460,446	\$397,041	\$90,966	\$489,643	\$78,440	\$392,398
7	\$464,163	\$38,786	\$59,492	\$562,441	\$473,162	\$5,492	\$464,163	\$469,655	\$395,105	\$92,786	\$582,429	\$78,057	\$390,484
8	\$473,446	\$39,562	\$60,682	\$573,690	\$470,854	\$5,602	\$473,446	\$479,048	\$393,177	\$94,641	\$677,070	\$77,677	\$388,579
9	\$482,915	\$40,353	\$61,895	\$585,164	\$468,557	\$5,714	\$482,915	\$488,629	\$391,259	\$96,534	\$773,604	\$77,298	\$386,684
10	\$492,573	\$41,160	\$63,133	\$596,867	\$466,271	\$5,828	\$492,573	\$498,402	\$389,351	\$98,465	\$872,069	\$76,921	\$384,798
Total	\$4,513,074	\$377,120	\$545,291	\$5,435,485	\$4,734,829	\$50,341	\$4,513,074	\$4,563,416	\$3,977,563	\$872,069	\$872,069	\$757,266	\$3,933,977



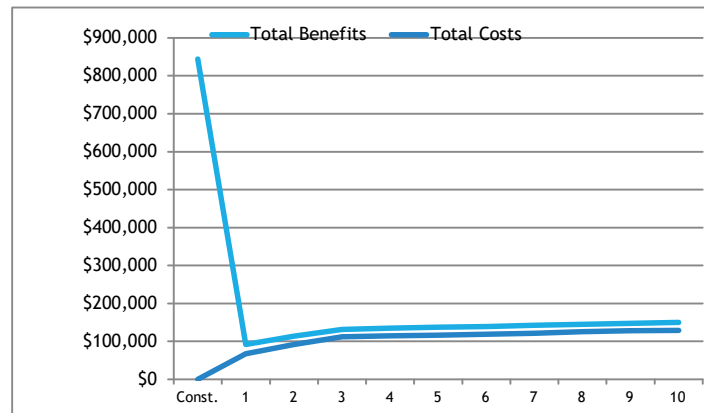
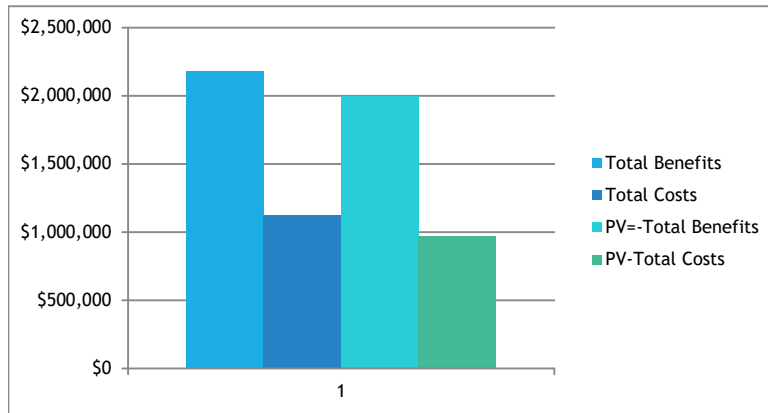
SUMMARY OF COSTS AND BENEFITS FOR:
PROJECT: Hudson Apartments, LLC
DATE: 11/15/2021

State of Kansas

DISCOUNT RATE: 2.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 1.94
Ratio of Present Value of Total Benefits to Present Value of Total Costs: 2.06
(Typical desired ratio would be 1.3 to 1) Average ROI 9.39%

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.	\$624,195	\$0	\$220,000	\$0	\$0	\$844,195	\$844,195	\$0	\$0	\$0	\$0	\$0	\$0	\$844,195	\$844,195	\$844,195	\$0
1	\$37,430	\$22,572	\$13,098	\$1,886	\$16,808	\$91,793	\$89,555	\$10,193	\$34,557	\$22,572	\$0	\$67,322	\$65,680	\$24,472	\$868,667	\$23,875	\$22,021
2	\$45,934	\$23,023	\$16,822	\$1,924	\$25,716	\$113,419	\$107,954	\$15,596	\$52,872	\$23,023	\$0	\$91,491	\$87,082	\$21,928	\$890,594	\$20,871	\$21,914
3	\$53,154	\$23,484	\$19,983	\$1,962	\$33,225	\$131,808	\$122,397	\$20,150	\$68,310	\$23,484	\$0	\$111,944	\$103,951	\$19,865	\$910,459	\$18,446	\$21,807
4	\$54,071	\$23,954	\$20,383	\$2,002	\$33,889	\$134,298	\$121,668	\$20,553	\$69,676	\$23,954	\$0	\$114,183	\$103,444	\$20,116	\$930,575	\$18,224	\$21,701
5	\$55,006	\$24,433	\$20,791	\$2,042	\$34,567	\$136,838	\$120,945	\$20,964	\$71,070	\$24,433	\$0	\$116,466	\$102,939	\$20,372	\$950,946	\$18,006	\$21,595
6	\$55,960	\$24,921	\$21,207	\$2,082	\$35,258	\$139,429	\$120,229	\$21,383	\$72,491	\$24,921	\$0	\$118,796	\$102,437	\$20,633	\$971,579	\$17,792	\$21,490
7	\$56,933	\$25,420	\$21,631	\$2,124	\$35,964	\$142,071	\$119,519	\$21,811	\$73,941	\$25,420	\$0	\$121,172	\$101,937	\$20,899	\$992,478	\$17,582	\$21,385
8	\$57,925	\$25,928	\$22,063	\$2,167	\$36,683	\$144,766	\$118,816	\$22,247	\$76,928	\$25,928	\$0	\$125,103	\$102,678	\$19,663	\$1,012,141	\$16,138	\$21,280
9	\$58,937	\$26,447	\$22,505	\$2,210	\$37,416	\$147,515	\$118,120	\$22,692	\$78,467	\$26,447	\$0	\$127,606	\$102,177	\$19,910	\$1,032,051	\$15,942	\$21,177
10	\$59,970	\$26,976	\$22,955	\$2,254	\$38,165	\$150,319	\$117,429	\$23,146	\$78,467	\$26,976	\$0	\$128,588	\$100,453	\$21,731	\$1,053,781	\$16,976	\$21,073
Total	\$1,159,515	\$247,157	\$421,436	\$20,653	\$327,691	\$2,176,452	\$2,000,826	\$198,734	\$676,779	\$247,157	\$0	\$1,122,670	\$972,780	\$1,053,781	\$1,053,781	\$1,028,046	\$215,443



Hudson Apartments, LLC

Other Economic Impacts of the Project

	In the First Year	Over 10 Years
Permanent jobs created	7	7
Construction jobs created	223	223
Number of New Residents in the Community	199	377
Number of Additional Students in the Local School District	37	71
Increase in Local Personal Incomes	\$4,502,935	\$85,223,653
Increase in Local Retail Sales	\$32,255,849	\$93,233,320
Increase in the Community's Property Tax Base	\$44,000,000	\$44,000,000
		Property Taxes
Estimated new annual tax revenues after 10 years:	City	\$705,895
	County	\$721,596
	School	\$1,115,847
	Comm. Coll.	\$502,425
	State	\$27,515
	Totals	\$3,073,278

Hudson Apartments, LLC

OVERALL COST-BENEFIT SUMMARY

TAXING ENTITY	DIRECT REVENUES						TOTAL DIRECT REVENUES	ALL INDIRECT REVENUES	TOTAL ALL REVENUES	DIRECT COSTS	INDIRECT COSTS	TOTAL COSTS	NET BENEFITS
	Sales Taxes	PILOT Payment	New Property Taxes	School Federal & State Funding	Corporate & Personal Income Taxes	City Utilities & Franchise Fees				PROPERTY TAXES ABATED	ALL INDIRECT COSTS		
City of Kansas City	\$1,021,142	\$529,844	\$6,340,766			\$844,303	\$8,736,055	\$296,189	\$9,032,244	\$579,080	\$22,986	\$602,066	\$8,430,178
Wyandotte County	\$434,238	\$541,629	\$6,481,797				\$7,457,665	\$155,357	\$7,613,022	\$6,481,797	\$79,383	\$6,561,181	\$1,051,841
Kansas City USD 500		\$837,554	\$10,023,190	\$11,806,538			\$22,667,281	\$0	\$22,667,281	\$8,705,018	\$1,157,504	\$9,862,522	\$12,804,759
KC Community College		\$377,120	\$4,513,074				\$4,890,194	\$545,291	\$5,435,485	\$4,513,074	\$198,734	\$4,711,808	\$723,677
State of Kansas	\$1,159,515	\$20,653	\$247,157		\$421,436		\$1,848,761	\$327,691	\$2,176,452	\$247,157	\$198,734	\$445,891	\$1,730,561
TOTALS	\$2,614,894	\$2,306,800	\$27,605,984	\$11,806,538	\$421,436	\$844,303	\$45,599,956	\$1,324,527	\$46,924,483	\$20,526,127	\$1,657,341	\$22,183,468	\$24,741,015

PERFORMANCE AGREEMENT

Dated as of December __, 2021

BETWEEN THE

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

AND

HUDSON APARTMENTS, LLC

Prepared By:

**Gilmore & Bell, P.C.
Kansas City, Missouri**

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of December __, 2021 (this “**Agreement**”), between the **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas (the “**Issuer**”), and **HUDSON APARTMENTS, LLC** a Kansas limited liability company, or assigns (the “**Company**”);

WITNESSETH:

WHEREAS, the Issuer is authorized by K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the “**Act**”), to acquire, construct and improve certain facilities for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for said projects, and to issue revenue bonds for the purpose of paying the cost of any such facilities;

WHEREAS, pursuant to such authorization, the governing body of the Issuer has adopted a Resolution (the “**Resolution**”) indicating the Issuer’s intent to issue one or more series of taxable industrial revenue bonds in the principal amount of not to exceed \$48,000,000 (the “**Bonds**”), for the purpose of acquiring, constructing, improving, installing, furnishing and equipping the Project and authorizing the Issuer to enter into this Agreement;

WHEREAS, the Issuer is authorized and empowered under the Act and K.S.A. 79-201a, as amended (the “**Abatement Statute**”) to exempt from ad valorem taxation all or any portion of the Project financed with the proceeds of the Bonds, subject to the limitations set forth in the Abatement Statute and this Agreement; and

WHEREAS, pursuant to the foregoing, the Issuer desires to enter into this Agreement with the Company in consideration of the Company’s desire to acquire, construct, improve, install, furnish and equip the Project as more fully described in the hereinafter defined Application upon the terms and conditions hereinafter set forth and in the Lease Agreement to be entered into between the Issuer and the Company relating to the Project (the “**Lease Agreement**”).

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the Issuer and the Company hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. The following words and terms as used herein shall have the following meanings:

“**Abatement Statute**” means K.S.A. 79-201a, as amended.

“**Ad valorem taxes**” or “**ad valorem taxation**” means all property taxes imposed on real or personal property (including fixtures) and eligible for exemption pursuant to the Abatement Statute.

“**Agreement**” means this Performance Agreement between the Issuer and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

“Application” means the Application for Issuance of Industrial Revenue Bonds filed with the Issuer by the Company in connection with the request for the issuance of the Bonds, a copy of which is attached hereto as **Exhibit A**.

“Board of Tax Appeals” means the State of Kansas Board of Tax Appeals.

“Bond Financed Portion of the Project” means that portion of the Project financed in whole from the proceeds of the Bonds as evidenced by the requisitions submitted by the Company to the bond trustee in accordance with **Section 2.7** hereof.

“Bonds” means the Issuer’s taxable industrial revenue bonds issued in relation to the Project in the maximum aggregate principal amount of \$48,000,000.

“Company” means Hudson Apartments, LLC, a Kansas limited liability company, and its successors and assigns.

“Event of Default” means any Event of Default as described in **Section 5.1** hereof.

“Exempt Period” means the ten (10) calendar years beginning on the January 1 following the issuance of the Bonds.

“Exempt Property” means all Property that is exempt from taxation pursuant to K.S.A. 79-201(a) *Second* and/or *Twenty-Fourth* by reason that such property was constructed or purchased with the proceeds of the Bonds authorized by and in accordance with the Abatement Statute.

“Force Majeure” means 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 Issuer to timely approve the plans or construction documents relating to the Project, war, terrorism, pandemic (including a material worsening of the conditions related to the COVID-19 pandemic existing as of the date hereof) 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.

“Future Facility Additions” means any additions, improvements or renovations to or equipping of the Bond Financed Portion of the Project following the receipt of a final certificate of occupancy for the final building comprising the Project. As used herein, **“Future Facility Additions”** shall never include any future additions, improvements or renovations to or equipping of the Project that are exempt from ad valorem taxes.

“Issuer” means the Unified Government of Wyandotte County/Kansas City, Kansas.

“Property” means all real and personal property subject to taxation pursuant to K.S.A. 79-101.

“Project” means acquiring and constructing an approximately 228-unit commercial multifamily facility, as further described in **Section 3.3**, including land, buildings, structures, improvements and fixtures, that will be generally located at 3600 Rainbow Boulevard.

“Project Costs” means all costs and expenses of every nature paid from proceeds of the Bonds and relating to the acquisition, construction, improvement, installation, furnishing and equipping of the Project.

“Project Site” means all of the real property described in **Exhibit B** attached hereto and by this reference made a part hereof.

“Tax Payment” means a payment-in-lieu of taxes to be paid by the Company in the amounts set forth in **Section 2.3** and **Exhibit C** hereof.

ARTICLE II

EXEMPTION; PAYMENTS IN LIEU OF TAX

Section 2.1. Exempt Property. During the Exempt Period, and so long as the Bonds are outstanding, the Issuer agrees to use its best efforts to cause the Bond Financed Portion of the Project to be and remain Exempt Property.

Section 2.2 Agreement to Make Tax Payments. The Company covenants and agrees that, for each calendar year during the Exempt Period that the Bond Financed Portion of the Project is Exempt Property, the Company will make a Tax Payment in lieu of ad valorem taxes to the Issuer (or, if the Issuer shall direct, to the County Treasurer).

Section 2.3. Amount of Tax Payment. The Tax Payments shall be in the amounts shown in **Exhibit C**. The parties acknowledge that such Tax Payments do not include special assessments, if any, and the school district’s capital outlay levy that cannot be abated under Kansas law and that the Tax Payments are subject to adjustment as set forth in **Exhibit C**.

Section 2.4. Term of Agreement. This Agreement shall become effective upon execution, and subject to earlier termination pursuant to the provisions of this Agreement (including particularly **Article V** hereof), shall terminate upon the later of (i) the expiration of the Exempt Period or (ii) the date of the final Tax Payment.

Section 2.5. No Abatement of Special Assessments and Certain Property Taxes. The Issuer and the Company hereby agree that the Abatement Statute and any tax abatement with respect to the Project shall not apply to special assessments and property taxes that cannot be abated under Kansas law. In the event special assessments are ever abated, the Company hereby agrees that 100% of the amount of such abated special assessments shall be paid to the Issuer at the times and in the manner that Tax Payments are paid to the Issuer pursuant to this Agreement.

Section 2.6. Obligation of Issuer to Effect Tax Abatement. The Issuer agrees to use its best efforts to cause the Bond Financed Portion of the Project to be Exempt Property during the Exempt Period and agrees to make all filings required by the Wyandotte County Board of Commissioners or the Board of Tax Appeals; provided, however, the Issuer shall not be liable for any failure of the Board of Tax Appeals to effect the exemption permitted by the Abatement Statute. The Issuer covenants that it will not knowingly take any action that the Issuer has knowledge may cause the Bond Financed Portion of the Project to no longer be Exempt Property. In the event the Bond Financed Portion of the Project is determined to no longer be Exempt Property, the Issuer shall, at the Company’s request, cooperate with the Company in all reasonable ways to cause the Bond Financed Portion of the Project to be Exempt Property, including cooperating with

the Company in any related litigation. The Company agrees to pay to the Issuer the costs that the Issuer incurs (including legal fees and expenses) in cooperating with the Company in the manner required by this Section.

Section 2.7. Compliance. Within ten (10) business days following the request of the Issuer, the Company shall provide the Issuer with (i) copies of the requisitions submitted by the Company to the bond trustee in accordance with the Lease Agreement for the preceding calendar year, (ii) a list containing a brief description and the amount of all costs of the Bond Financed Portion of the Project, and (iii) the total costs of the Project, all in such reasonable detail as the Issuer shall request.

Section 2.8. Value of the Project Not Determined by Bonds. The Issuer and the Company acknowledge that it is not the intent of the parties that the principal amount of the Bonds be used for the purpose of determining the appraised value of the Project or any portion thereof for tax purposes.

Section 2.9. Company's Right to Protest. Nothing in this Agreement shall be construed to limit or in any way restrict the ability of the Company to utilize any provision of Kansas law to appeal, protest or otherwise contest any property tax valuation, assessment or similar action with respect to the Project Site or any portion thereof.

Section 2.10. Credits for Tax Payments; No Duplicate Tax Liability. Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive as a credit against its obligations to pay the Issuer Tax Payments, the amount of any ad valorem taxes (other than special assessments and property taxes that cannot be abated under Kansas law) paid by the Company to the County to the extent that the amounts paid to the County include any taxes due with respect to the Exempt Property.

Section 2.11. No Abatement on Appraised Value of Future Facility Additions. In the event any Future Facility Additions are determined to be Exempt Property as a result of the issuance of the Bonds, this Agreement or for any other reason, so long as this Agreement remains in effect, the Company hereby agrees that 100% of the amount of such abated ad valorem taxes attributable to the Future Facility Additions shall be paid to the Issuer at the times and in the manner that Tax Payments are paid to the Issuer pursuant to this Agreement. This provision shall not be construed as restricting the Company from applying to the Issuer or to any other governmental entity for any future tax abatement in connection with the Future Facility Additions.

Section 2.12. Tax Abatement Order; Adjustment of Tax Payment. The Issuer and the Company acknowledge that, prior to the Bond Financed Portion of the Project being determined to be Exempt Property, an order from the Board of Tax Appeals approving tax abatement on the Bond Financed Portion of the Project for the Exempt Period must be obtained. In the event the Board of Tax Appeals issues an order stating that less than 100% of the Bond Financed Portion of the Project is Exempt Property, the parties agree that the Tax Payment shall be decreased by an amount necessary to result in the sum of the new Tax Payment plus the payment of ad valorem taxes by the Company with respect to the Bond Financed Portion of the Project is equal to the original Tax Payment. In the event the Board of Tax Appeals issues an order stating that none of the Bond Financed Portion of the Project is Exempt Property, then the Tax Payment shall be reduced to 0.

Notwithstanding the foregoing, if (i) the entire Bond Financed Portion of the Project is not determined to be Exempt Property, or (ii) the Board of Tax Appeals issues an order that less than 100% of the Bond Financed Portion of the Project is Exempt Property, and such determination or order is a result of the Company's failure to comply with the terms and provisions of this Agreement (after any applicable notice and cure period), the Issuer shall be under no obligation to decrease the Tax Payment as provided in this Section. Furthermore, in no event shall the Issuer be under any obligation to make any payment to the

Company as a result of the Board of Tax Appeals determining that less than 100% of the Bond Financed Portion of the Project is Exempt Property. Notwithstanding any provisions herein to the contrary, in no event shall the Company be liable for the payment of any amounts, including the Tax Payments, which are in the aggregate greater than the amount of ad valorem taxes on the Project in the event there is no abatement of the same.

Section 2.13. Determination of Appraised Value and Assessments. The Company acknowledges that the county appraiser independently determines the appraised value of Property. The Company further acknowledges that the Issuer does not have input in or in any way control the determination of the appraised value of Property or the assessment of Property, and that the Issuer cannot and is not attempting to bind the county appraiser or any other governmental authority with respect to a determination of the appraised value of the Bond Financed Portion of the Project.

ARTICLE III

COVENANTS OF THE COMPANY

Section 3.1. Construction. The Project will be constructed, equipped and operated (or caused to be operated) in a manner that is consistent with the description of the Project herein. In the event the Project is constructed in a manner that the Issuer determines, in its reasonable discretion, is materially inconsistent with the description of the Project herein, the Issuer reserves the right to declare an Event of Default in accordance with **Section 5.1** hereof.

Section 3.2. Completion Date. Subject only to Force Majeure, the Company agrees to substantially complete construction of the Project on or before July 15, 2025. "Substantially complete," for purposes of this Section, shall mean that the Project can be occupied or utilized for its intended purpose as a multifamily facility, as evidenced by receipt by the Company of temporary certificate of occupancy. The parties agree that the governing body of the Issuer will consider an ordinance authorizing the issuance of the Bonds on or about such time, but in no event will the Bonds be issued later than December 31, 2025.

Section 3.3. Development of Project. The Issuer and Company hereby agree that the Project shall be as described below. The Company covenants that the Project, including all buildings, parking facilities, and other improvements constituting the Project shall be developed, constructed, completed, and operated (or caused to be operated) on the Project Site in substantial accordance and compliance with the terms and conditions of this Agreement and the final site plan approval from the Issuer's Planning Commission. On and subject to the terms and provisions set forth in this Agreement, Company shall have the sole right to, and shall be responsible for, design, construction, equipment and completion of the Project, and shall operate (or cause to be operated) and use the Project in the manner described herein. The parties further agree as follows:

(a) The Project shall be designed, developed, and constructed as a Class A apartment development that shall include approximately 228 apartment units, consisting of studio, one-bedroom, and/or two-bedroom units located within a multi-story apartment building, including site amenities and related infrastructure. Project amenities shall be suitable for a Class A apartment facility, including (i) a swimming pool with cabanas and grilling area; (ii) health and fitness facilities, including a yoga room; (iii) a club room with top floor balcony; (iv) a business center/student library; (v) in-unit washer/dryer, refrigerator, oven/range, and microwave; (vi) green space; (vii) pet washing area; and (viii) indoor bike shop, all as generally depicted in **Exhibit E** attached hereto, though the parties acknowledge the depiction in **Exhibit E** is subject to modification pursuant to the Issuer's planning process.

(b) Company stipulates and agrees that its signage shall be subject to all applicable laws and requirements of the Issuer and any special use permits granted by the Issuer's governing body.

(c) The Project shall include parking improvements containing at least the number of spaces required by the Issuer's applicable laws and requirements.

(d) The Company's plans for landscaping on the Project Site shall be considered in accordance with all applicable laws and requirements of the Issuer and the Issuer's approval thereof will not be unreasonably withheld.

Section 3.4. Maintenance and Use. The Company shall cause the Project and 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 Class A 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. Company specifically understands and agrees that the Issuer shall not undertake or have any obligation under this Agreement for snow or ice removal on sidewalks located at or adjacent to the Project.

Section 3.5. Inspection. The Company agrees that the Issuer and its duly authorized agents shall have the right at reasonable times (during business hours), subject to at least 48 hours advance notice and to the Company's usual business proprietary, safety and security requirements, to enter upon the Project Site to examine and inspect the Project and the records of the Company which demonstrate compliance with this Agreement, including, but not limited to, inspections necessary to confirm compliance with **Section 3.3.**

Section 3.6. Compliance with Laws. The Project will comply in all material respects with all applicable building and zoning, health, environmental and safety ordinances and regulations and all other applicable laws, rules and regulations.

Section 3.7. Employment Certification. Beginning on March 1 in the calendar year following the issuance of Bonds, and on each March 1 thereafter and at any other time that the Issuer may request, for the term of this Agreement, the Company shall provide a written certification to the Issuer stating the total number of full-time employees employed at the Project.

Section 3.8. Payment of Fees and Reimbursement or Payment of Costs.

(a) The Company agrees to pay to the Issuer the standard fees charged by the Issuer in connection with tax abatement projects and the issuance of industrial revenue bonds. These fees include, but are not limited to, an initial application fee (which the Issuer agrees has been paid in full), a service fee that is due at the time of issuance of the Bonds and an annual administrative fee. The Company acknowledges receipt of a fee schedule from the Issuer and acknowledges that the fee schedule may be adjusted or amended by the Issuer at any time.

(b) The Company agrees to promptly reimburse the Issuer, within ten (10) business days following receipt by the Company of an invoice from the Issuer and reasonable supporting documentation, for any amounts that the Issuer pays to any other party as a result of the Issuer pursuing, obtaining or maintaining the tax abatement granted to the Company pursuant to this Agreement. These costs shall include, but shall not be limited to, all fees and expenses for filings with the Board of Tax Appeals (including the application fee and annual administration fee), legal

notice publication expenses, and the costs and expenses of the Issuer's legal counsel. The Company agrees that the Issuer may, in lieu of seeking reimbursement from the Company, forward any invoice received by the Issuer to the Company, which invoice is for a cost which the Issuer could seek reimbursement from the Company pursuant to this paragraph, and the Company agrees to promptly pay such invoice and to promptly provide the Issuer with evidence of such payment.

Section 3.9. Abatement of Property. The Abatement Statute provides that, with certain exceptions, any property constructed or purchased in part with the proceeds of revenue bonds issued under the authority of the Act is exempt from taxation for a period of up to ten years to the extent of the value of that portion of the property financed by the revenue bonds. The tax abatement commences in the year following the year in which the Bonds are issued.

Company understands that property will be exempt under the Abatement Statute only if such property is purchased or reimbursed with the proceeds of the Bonds. In order to be purchased or reimbursed with Bond proceeds, the trustee for the Bonds must receive a requisition request from the Company and must make a draw on the Bonds and use the money to either (a) pay, or (b) reimburse the Company for the cost of the property, which the parties acknowledge and agree may be documented via book entry.

The Abatement Statute also provides that if property purchased with proceeds of the Bonds is used in any retail enterprise identified under the NAICS sectors 44 and 45 ("**Prohibited NAICS**"), the property will not be exempt from taxation, unless the property is a facility used exclusively to house the headquarters or back office operations of a prohibited retail enterprise.

The Abatement Statute further provides that property purchased with bond proceeds is not exempt from taxation if the property is (i) a swine production facility (as described in K.S.A. 12-1749b), (ii) property located in a redevelopment project area established under the authority of K.S.A. 12-1770 or (iii) a poultry or rabbit confinement facility (as described in K.S.A. 17-5903).

Company hereby represents that the NAICS code for the Project is not included within the list of Prohibited NAICS and agrees that during the term of the tax abatement, the property purchased with the proceeds of the Bonds will not be used in any of the Prohibited NAICS. Company understands that if any property purchased with the proceeds of the Bonds is used in a Prohibited NAICS, that property will not be subject to property tax abatement under Kansas law.

Company represents that the Project is not, and will not become, a swine production facility, a poultry or rabbit confinement facility or inventory, and that the Project is not located in a redevelopment project area.

Section 3.10. Solid Waste Services. Until termination of this Agreement, the Company agrees that it and all of its tenants, subtenants, operators and licensees shall exclusively use the solid waste services of the Unified Government for the Project. This requirement shall not apply to the Company or any user if the Company or user demonstrates that solid waste services provided by the Issuer are inadequate to serve such user's reasonable needs.

Section 3.11. LBE/MBE/WBE Employment Opportunity Goals. The Company agrees to comply with the goals set forth on **Exhibit D** in order to identify and provide employment opportunities for local businesses and contractors, women and local minority owned businesses. The Company hereby understands and agrees that if it shall fail to use Best Efforts to meet the LBE/MBE/WBE goals set forth on **Exhibit D** for the Construction (as those terms are defined therein) of the Project, then the Tax Payments shall be increased as set forth in **Exhibit C**. The parties agree that failure to use Best Efforts to meet the

LBE/MBE/WBE goals set forth on **Exhibit D** shall not cause an Event of Default hereunder, and the Issuer's sole remedy will be increasing the amount of Tax Payments as set forth in **Exhibit C**.

ARTICLE IV

SALE AND ASSIGNMENT

Except as otherwise provided herein, the Company will not, without the prior written consent of the Issuer, (a) assign, sell, lease, or otherwise transfer the Project Site, the Project, or equipment that comprises 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. The Issuer 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 Issuer as to whether the proposed assignee has sufficient financial wherewithal and experience to successfully complete and/or operate the Project according to the terms hereof. If an assignment is approved by the Issuer, 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 that the Company may do any of the following without written consent of the Issuer:

(a) The Company may lease the residential units within the Project in the ordinary course of its business.

(b) The Company may grant a mortgage, leasehold mortgage, or other security on the Project to a lender in order to finance construction of the Project, including, but not limited to, collateral assignment of all or any portion of its rights or obligations under this Agreement or any other documents entered into in connection with the Bonds.

(c) Once all occupancy permits have been issued for the Project, the Company may sell, lease, assign, transfer or mortgage the Project (and this Agreement and any other documents entered into in connection with the Bonds including without limitation the Resolution, in connection with the same) upon written request to the Issuer and the approval of the County Administrator; provided, if the County Administrator disapproves any such disposition, the Company will have the right to appeal such decision to the Issuer's governing body within a reasonable time. The consent of the Issuer to any such disposition described in this subsection shall not be unreasonably withheld or delayed.

(d) The Company may terminate this Agreement, and thereafter freely sell, assign, transfer or mortgage.

(e) The Company, upon written notice to the Issuer, may freely sell, assign, lease or transfer all or any portion of the Project or Project Site, and/or its rights or obligations under this Agreement and any other documents entered into in connection with the Bonds (including, without limitation, the Resolution), to an entity managed by or under common control of or by the Company or one or more of its principals.

Upon the sale, assignment, or transfer of the Project as set forth herein, the Company (as assignor) shall be relieved of all further liability occurring on and after the effective date of such disposition, except as may be otherwise set forth in the Lease Agreement.

ARTICLE V

DEFAULT AND REMEDIES

Section 5.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an “Event of Default” hereunder:

- (a) the Company shall fail to perform any of its obligations hereunder;
- (b) the Company shall breach any covenant contained herein or any representation of the Company contained herein shall prove to be materially false or erroneous; or
- (c) the Company shall be in default under the Lease Agreement.

Section 5.2. Remedies on Default. Upon the occurrence of an Event of Default hereunder, the Company shall be given 60 days (or such longer period as the Issuer and the Company may agree), following written notice by the Issuer to the Company of the occurrence of such Event of Default, to cure such Event of Default; provided that, if such Event of Default is of a nature that it cannot reasonably be cured within 60 days, then such occurrence will not constitute an Event of Default so long as Company: (a) commences to cure such failure within such 60-day period; and (b) diligently pursues such cure to completion. If such Event of Default is not cured within such time, this Agreement may be terminated by written notice to the Company from the Issuer. Such termination shall be effective immediately following delivery of such written notice. Upon the termination of this Agreement, the Company shall make a payment to the Issuer (or as the Issuer may otherwise direct) in an amount equal to the sum of (i) all due but unpaid Tax Payments attributed to prior calendar years, (ii) the pro rata total Tax Payments that would be due with respect to the current calendar year, (iii) the pro rata amount of any taxes that would be due for the remaining portion of the current calendar year assuming the Bond Financed Portion of the Project was not Exempt Property, and (iv) the amount of any costs and attorneys’ fees incurred by the Issuer as a result of such Event of Default and in enforcing this Agreement.

Section 5.3. Payments on Defaulted Amounts. Any amounts due hereunder which are not paid when due shall bear interest at the interest rate imposed by Kansas law on overdue ad valorem taxes from the date such payment was first due. In addition, amounts payable hereunder in lieu of ad valorem taxes that are not paid when due shall be subject to the same penalties imposed by Kansas law on overdue ad valorem taxes.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.1. Notice and Waiver of Company. The Issuer reserves the right to grant tax abatement for projects that are located adjacent to or in the proximity of the Project or for projects that are located elsewhere within the Issuer but are similar to the Project in amounts that are above or below the amounts set forth herein. The Company acknowledges and agrees that the Tax Payment, the Exempt Period and the other terms of the tax abatement granted by the Issuer with respect to such other projects may be more favorable than the terms provided for in this Agreement. As a condition to the Issuer entering into this Agreement, the Company waives any claim it may have against the Issuer as a result of the Issuer granting tax abatement to other projects with terms that are more favorable than the terms provided for in this Agreement. Additionally, the Company agrees that it will not request that the Issuer modify this

Agreement because the Issuer plans to grant or has granted tax abatement to another project or projects on terms that are more favorable than the terms provided for in this Agreement. Upon the occurrence of the Company's breach of its obligations set forth in this Section to waive any claim it may have against the Issuer as described above, the Issuer shall have the right to immediately terminate this Agreement and the associated tax abatement and require that the Company pay to the Issuer the amounts specified in **clauses (i) through (iv) of Section 5.2.**

Section 6.2. Severability. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 6.3. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Kansas.

Section 6.4. Execution in Counterparts. This Agreement 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.

Section 6.5. Waiver. The Issuer and the Company acknowledge and agree that the amounts payable hereunder shall constitute payments due the Issuer under the Lease Agreement. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company in any bankruptcy court.

Section 6.6. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be given to or filed with the Issuer and the Company as 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: bdeichler@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: mbrown@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:

Gilmore & Bell, P.C.
Gina Riekhof & Kevin Wempe
2405 Grand Blvd., Suite 1100
Kansas City, Missouri 64108
Telephone: 816-221-1000
Email: griekhof@gilmorebell.com; kwempe@gilmorebell.com

and to the Company at:

Michael Berenbom
Hudson Apartments, LLC
4705 Central Street
Kansas City, Missouri 64112
Telephone: 816-960-1444
Email: mberenbom@lane4group.com

with a copy to:

Curt Petersen
Polsinelli PC
900 W. 48th Place, Suite 900
Kansas City, Missouri 64112
Telephone: 913-234-7458
Email: cpetersen@polsinelli.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.

Section 6.7. Further Assurances. The parties each agree to do, execute, acknowledge and deliver any and all other documents and instruments and to take all such further action as shall be reasonably necessary or reasonably required in order to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

Section 6.8. Authority, etc. Each party to this Agreement represents and warrants to each other party as follows: (i) that such party has the requisite power and authority to enter into and perform this Agreement; (ii) that this Agreement has been duly authorized by all necessary action on the part of such party; (iii) that the execution and deliver and performance by each party of this Agreement will not conflict with or result in a violation of such party's organizational documents or any judgment, order or decree of any court or arbiter to which such party is bound; and (iv) that this Agreement constitutes the valid and binding obligation of such party, and is enforceable against such party in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, creditor's rights and other similar laws.

Section 6.9. Electronic Storage and Transactions. The parties agree that the transactions described herein may be conducted and related documents may be stored by electronic means. All closing documents, certificates, and related instruments may be executed by electronic transmission. Copies,

telecopies, facsimiles, electronic files, and other reproductions of original executed documents (or documents executed by electronic transmission) 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 blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, all as of the date first above written.

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

(SEAL)

By: _____
Mayor/CEO

ATTEST:

By: _____
Unified Government Clerk

HUDSON APARTMENTS, LLC
a Kansas limited liability company

By: _____
Name:
Title:

EXHIBIT A

APPLICATION FOR THE ISSUANCE OF INDUSTRIAL REVENUE BONDS

EXHIBIT B

PROJECT SITE

ALL THAT PART OF LOT 19, 20, 21 AND 22 OF THE UNRECORDED PLAT OF UNIVERSITY-ROSEDALE 3RD ADDITION, LYING IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 25 EAST, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 3 OF JOHNSON ADDITION, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS; THENCE SOUTH 88 DEGREES 05 MINUTES 15 SECONDS WEST, ON THE NORTH LINE OF SAID LOT 3 AND ON THE SOUTH LINE OF LOT 21 OF THE UNRECORDED PLAT OF UNIVERSITY-ROSEDALE 3RD ADDITION, AND ON THEIR WESTERLY EXTENSIONS, A DISTANCE OF 163.00 FEET TO A POINT; THENCE NORTH 01 DEGREE 57 MINUTES 38 SECONDS WEST, DEPARTING SAID WESTERLY EXTENSIONS, A DISTANCE OF 385.00 FEET TO A POINT; THENCE NORTH 88 DEGREES 05 MINUTES 15 SECONDS EAST A DISTANCE OF 291.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF RAINBOW BOULEVARD, AS NOW ESTABLISHED; THENCE SOUTH 01 DEGREE 57 MINUTES 38 SECONDS EAST, ON SAID WEST LINE, A DISTANCE OF 410.00 FEET TO A POINT; THENCE SOUTH 88 DEGREES 05 MINUTES 15 SECONDS WEST, DEPARTING SAID WEST LINE, A DISTANCE OF 54.56 FEET TO A POINT; THENCE SOUTH 01 DEGREE 54 MINUTES 45 SECONDS EAST A DISTANCE OF 64.50 FEET TO A POINT; THENCE SOUTH 88 DEGREES 05 MINUTES 15 SECONDS WEST A DISTANCE OF 31.00 FEET TO A POINT; THENCE NORTH 01 DEGREE 54 MINUTES 45 SECONDS WEST A DISTANCE OF 64.50 FEET TO A POINT; THENCE SOUTH 88 DEGREES 05 MINUTES 15 SECONDS WEST A DISTANCE OF 42.44 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3; THENCE NORTH 01 DEGREE 57 MINUTES 38 SECONDS WEST, ON SAID EAST LINE, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, CONTAINING 117,234 SQUARE FEET OR 2.6913 ACRES, MORE OR LESS.

EXHIBIT C

TAX PAYMENT SCHEDULE

Tax Payments (or “PILOTs”) shall be determined on a per-apartment-unit basis. Below is an approximate PILOT schedule based on 228 apartment units, and the parties acknowledge that the Tax Payments may be adjusted in accordance with the table below depending on the ultimate number of units constructed.

Tax Payments shown below do not include the school district’s capital outlay levy that cannot be abated under Kansas law.

Number of units	228
Year 1 PILOT	\$210,672
Year 1 PILOT per unit	\$924
Annual Increase	2.00%
Annual Increase if LMW Failure	4.00%

Year^(a)	Annual PILOT^(b)	PILOT per Door^(b)	Annual PILOT if L/M/WBE Failure^(b)	PILOT per Door^(b)
1	\$210,672	\$924	\$210,672	\$924
2	214,885	942	219,099	961
3	219,183	961	227,863	999
4	223,567	981	236,977	1,039
5	228,038	1,000	246,456	1,081
6	232,599	1,020	256,315	1,124
7	237,251	1,041	266,567	1,169
8	241,996	1,061	277,230	1,216
9	246,836	1,083	288,319	1,265
10	251,773	1,104	299,852	1,315

Business Category	Participation Percentage Goal Percentage of Total Construction Cost for the Project
LBE	12%
MBE	6%
WBE	4%

^(a) Year 1 refers to calendar year beginning January 1 after issuance of Bonds.

^(b) Does not include school district capital outlay levy.

EXHIBIT D

LBE/MBE/WBE PARTICIPATION AGREEMENT

THIS LBE/MBE/WBE PARTICIPATION AGREEMENT (the “**Agreement**”), by and between the Unified Government of Wyandotte County/Kansas City, Kansas (the “**UG**”) and Hudson Apartments, LLC or assigns (the “**Developer**”), sets forth procedures and goals for the utilization of local business, minority and women enterprises in connection with the development of an approximately 228-unit, commercial multifamily project in Kansas City, Kansas (the “**Project**”), as defined below.

I. SCOPE

A. These procedures are applicable to the Construction (as defined below) of the Project, as further described in that certain Performance Agreement between the UG and Developer, dated December ___, 2021 (the “**Performance 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 of the Project including labor, materials and supplies, and construction related services, whether performed or contracted for by or on behalf of Developer; provided, however, “Construction” shall not include: (i) Specialized Services; and (ii) Professional Services.

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. “**Professional Services**” means advisory or consulting activities including, but not limited to, architectural, engineering, legal, accounting, financial, marketing, environmental studies, and financial services contracted for by or on behalf of Developer for the design, development and construction of the Project.

F. “**Project**” means the Construction of a new apartment complex and as legally described in Exhibit 1 to this Agreement.

G. “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 use Best Efforts to meet the LBE/MBE/WBE participation percentage goals listed in the below chart based upon the total cost of the Construction 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.

C. Best Efforts. For each LBE/MBE/WBE participation percentage goal that is not achieved, Developer shall be deemed to have used “**Best Efforts**” to meet such goal(s) if Developer shall have taken substantially all of the following actions:

- i. Developer is seeking or has sought timely assistance of the UG to identify qualified LBEs, MBEs, and WBEs;
- ii. Developer is advertising or has advertised contract opportunities in local, minority, and women media;
- iii. Developer is providing or has provided reasonable written notice of opportunities and/or informational meetings to approved LBEs, MBEs, and WBEs;

- iv. Developer is following up or has followed up initial solicitations of interest by contacting LBEs, MBEs, and WBEs;
- v. Developer is segmenting or has segmented portions of the work to increase the likelihood of LBE, MBE, and WBE participation, where feasible;
- vi. Developer is or has provided interested LBEs, MBEs, and WBEs with timely and accurate information about the plans, specifications, requirements, deadlines, and bidding procedures of the contracts;
- vii. Developer is negotiating or has negotiated in good faith with interested LBEs, MBEs, and WBEs, not rejecting them as unqualified without sound reasons, based on a thorough review of their capabilities and prior work history;
- viii. Developer is seeking or has sought to educate and assist LBEs, MBEs, and WBEs in obtaining bonding, lines of credit or insurance required to perform the contract; and
- ix. Developer is working or has worked with local, minority, and women contracting, professional, civic, and community organizations, government officers and any other organization or persons, as identified by the UG, that provide assistance in the recruitment of LBEs, MBEs, and WBEs.

Failure by Developer to take all of the foregoing actions shall not be determinative that Developer has not used its Best Efforts. The parties acknowledge that all of the foregoing actions may not apply to every scope of the Project.

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 using Best Efforts to meet 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 (and/or its Best Efforts to comply) 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 for the Construction of the Project have not been met, and that the Best Efforts described herein have not been met, then the UG shall have, as its sole and exclusive remedies: such remedy as set forth in Section 3.11 of the Performance Agreement; and (ii) UG shall also have the right to renegotiate LBE, MBE, and WBE goals for future construction projects undertaken by the Company in the UG.

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

By: _____
Douglas G. Bach
County Administrator
Date: _____

HUDSON APARTMENTS, LLC

By: _____
Name: _____
Title: _____
Date: _____

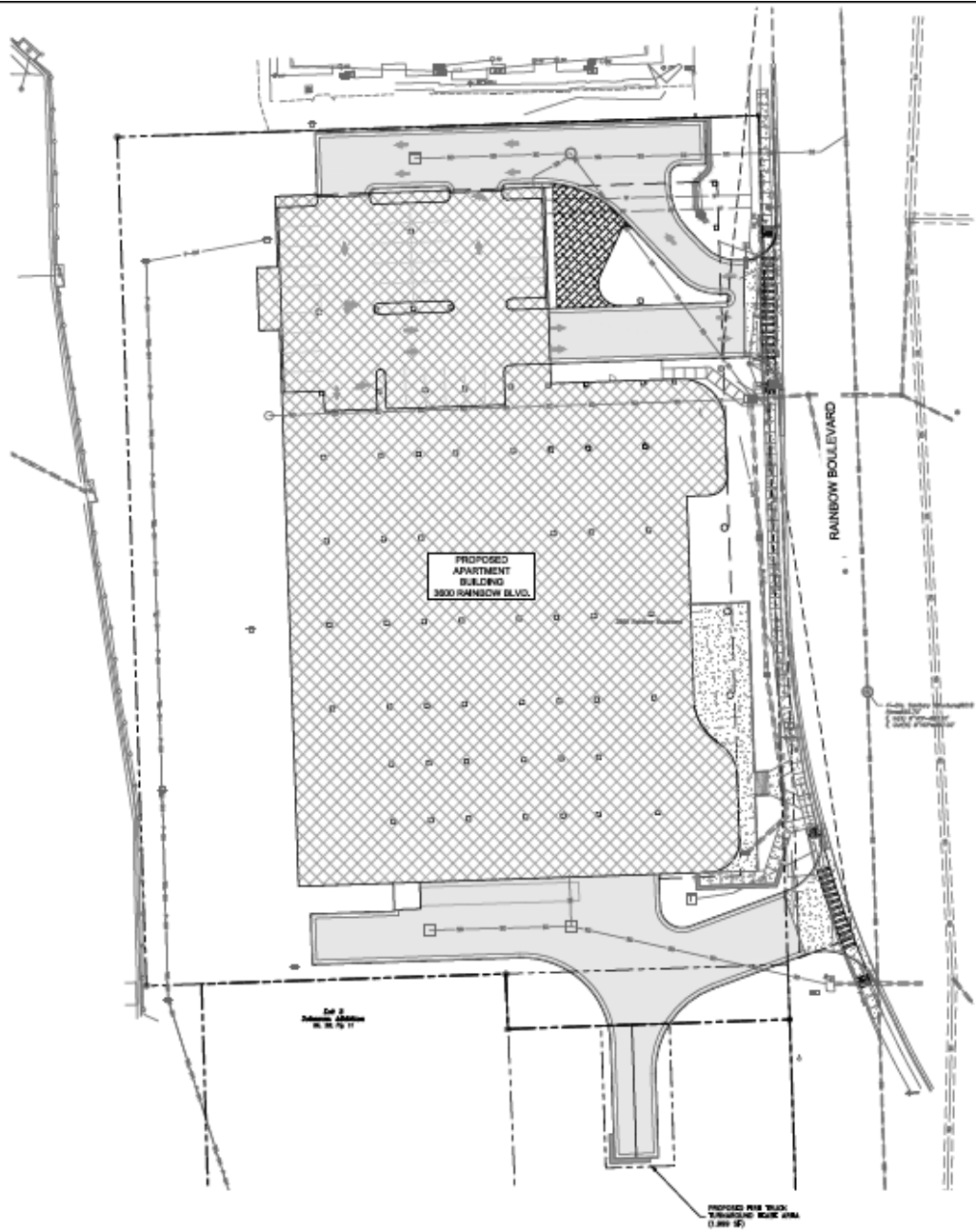
EXHIBIT 1
Legal Description

ALL THAT PART OF LOT 19, 20, 21 AND 22 OF THE UNRECORDED PLAT OF UNIVERSITY-ROSEDALE 3RD ADDITION, LYING IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 25 EAST, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 3 OF JOHNSON ADDITION, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS; THENCE SOUTH 88 DEGREES 05 MINUTES 15 SECONDS WEST, ON THE NORTH LINE OF SAID LOT 3 AND ON THE SOUTH LINE OF LOT 21 OF THE UNRECORDED PLAT OF UNIVERSITY-ROSEDALE 3RD ADDITION, AND ON THEIR WESTERLY EXTENSIONS, A DISTANCE OF 163.00 FEET TO A POINT; THENCE NORTH 01 DEGREE 57 MINUTES 38 SECONDS WEST, DEPARTING SAID WESTERLY EXTENSIONS, A DISTANCE OF 385.00 FEET TO A POINT; THENCE NORTH 88 DEGREES 05 MINUTES 15 SECONDS EAST A DISTANCE OF 291.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF RAINBOW BOULEVARD, AS NOW ESTABLISHED; THENCE SOUTH 01 DEGREE 57 MINUTES 38 SECONDS EAST, ON SAID WEST LINE, A DISTANCE OF 410.00 FEET TO A POINT; THENCE SOUTH 88 DEGREES 05 MINUTES 15 SECONDS WEST, DEPARTING SAID WEST LINE, A DISTANCE OF 54.56 FEET TO A POINT; THENCE SOUTH 01 DEGREE 54 MINUTES 45 SECONDS EAST A DISTANCE OF 64.50 FEET TO A POINT; THENCE SOUTH 88 DEGREES 05 MINUTES 15 SECONDS WEST A DISTANCE OF 31.00 FEET TO A POINT; THENCE NORTH 01 DEGREE 54 MINUTES 45 SECONDS WEST A DISTANCE OF 64.50 FEET TO A POINT; THENCE SOUTH 88 DEGREES 05 MINUTES 15 SECONDS WEST A DISTANCE OF 42.44 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3; THENCE NORTH 01 DEGREE 57 MINUTES 38 SECONDS WEST, ON SAID EAST LINE, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, CONTAINING 117,234 SQUARE FEET OR 2.6913 ACRES, MORE OR LESS.

EXHIBIT 2
Construction Utilization Plan

EXHIBIT E
PRELIMINARY SITE PLAN





Staff Request for Commission Action

Tracking No. 211190

Full Commission Meeting Date: 12/2/2021

Committee: Economic Development & Finance

Date of Standing Committee Action: 11/29/21
(If none, please explain):

Publication Required: No

<u>Date:</u> 11/29/2021	<u>Contact Name:</u> Jeff Fisher	<u>Contact Phone:</u> x5415	<u>Contact Email:</u> jfisher@wycokck.org	<u>Department/Division:</u> Public Works
<u>Item Description:</u> RESOLUTION: Authorizing filing of an application with the Kansas Department of Health and Environment for a Loan under the Kansas Water Pollution Control Revolving Fund Act. Public Works will present information on the State Revolving Loan Fund and the projects to be funded in relation to the WIFIA Program. A public hearing to be held at a future date is required prior to approval of the loan. <i>This item is requested to be fast tracked to the Full Commission meeting on December 2, 2021.</i>				
<u>Action Requested:</u> Adopt resolution				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> KDHE revolving loan resolution authorizing application				

RESOLUTION NO. _____

Resolution authorizing filing of application with the Kansas Department of Health and Environment for a Loan under the Kansas Water Pollution Control Revolving Fund Act (K.S.A. 1988 Supp. 65-3321 through 65-3329).

WHEREAS under the terms of the Kansas Water Pollution Control Revolving Fund Act (K.S.A. 1988 Supp. 65-3321 through 65-3329), the State of Kansas has authorized the making of the loans to authorized applicants to aid in the construction of specific public projects,

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

1. That Douglas G. Bach, the County Administrator, be and he is hereby authorized to cause to be prepared and to execute a Loan Application, including all attachments thereto (jointly, the "Application"); in substantially the form presented to the Governing Body this date, in order to provide financing for the Project. The Application shall be forwarded to KDHE as soon as possible.

2. That Douglas G. Bach, the County Administrator, and other officers and representatives of the Unified Government are hereby authorized and directed take such other action as may be necessary to complete the Application and to coordinate processing of a loan agreement for the Loan (the "Loan Agreement"); provided that the authorization to execute the Loan Agreement shall be subject to further resolution of the Governing Body.

3. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED by the Governing Body of the Unified Government of Wyandotte County/Kansas City, Kansas on the _____ day of _____ 2021.

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

By: _____
David Alvey, Mayor/ Chief Executive

(SEAL)

ATTEST:

Unified Government Clerk



Staff Request for Commission Action

Tracking No. 211226

Full Commission Meeting Date: 12/2/21

Committee: Full Commission

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

Publication Required: No

<u>Date:</u> 11/24/2021	<u>Contact Name:</u> Jon Khalil	<u>Contact Phone:</u> x5085	<u>Contact Email:</u> mjkhil@wycokck.org	<u>Department/Division:</u> Legal
<u>Item Description:</u> This resolution is to authorize and direct the county administrator execute a Memorandum of Understanding between the Unified Government of Wyandotte County/Kansas City, Kansas and the Plumbers Local Union No. 8 for the period from January 1, 2021 through December 31, 2024, submitted by Jon Khalil, Assistant Counsel.				
<u>Action Requested:</u> To adopt the resolution.				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> 21 11 24 Plumbers Local No 8 Resolution , 21 11 24 Plumbers Signed MOU				

RESOLUTION NO. _____

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

That the County Administrator of the Unified Government of Wyandotte
County/Kansas City, Kansas, is hereby authorized and directed to execute in the name of
the Unified Government of Wyandotte County/Kansas City, Kansas, and the Unified
Government Clerk is hereby authorized and directed to attest the signature of said
County Administrator and to attach the seal of the Unified Government thereto as the
voluntary act of the Unified Government to the Memorandum of Understanding between
the Unified Government of Wyandotte County/Kansas City, Kansas, and the Plumbers
Local Union No. 8 for the period from January 1, 2022, through December 31, 2024.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
THIS ____ DAY OF _____, 2021.**

David Alvey, Mayor/CEO

ATTEST:

Unified Government Clerk

Approved as to Form:

**Misty S. Brown
Chief Counsel**

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNIFIED GOVERNMENT OF

WYANDOTTE COUNTY,

KANSAS CITY, KANSAS

AND

PLUMBERS LOCAL UNION NO. 8

JANUARY 1, 2022 – December 31, 2024

MEMORANDUM OF UNDERSTANDING

ARTICLE I – INTENT AND PURPOSE.

This **MEMORANDUM OF UNDERSTANDING**, by and between the Unified Government, Wyandotte County, Kansas City, Kansas, and the Plumbers and Gas Fitters Local No. 8, Kansas City and Vicinity, is entered into for the purpose of establishing rates of wages and specified working conditions. The Local Union Working Agreement or “Agreement” (Joint Agreement between Mechanical Contractors Association and Plumbers Local Union No. 8, marked exhibit A and attached hereto) shall be recognized except as amended, deleted, modified or supplemented by the provisions of this Memorandum.

ARTICLE II – RECOGNITION.

The Unified Government of Wyandotte County, Kansas City, Kansas, (hereunto the U.G.) recognizes and acknowledges the above stated Plumbers and Gas Fitters Local No. 8, Kansas City and Vicinity, (hereunto the “Union”) as the exclusive bargaining representative pursuant to the Public Employee Relations Act for all Plumbers employed by the Building and Logistics Department of said U.G.

ARTICLE III – EMPLOYER’S RESPONSIBILITY.

Section 1. Except as specifically set out herein, nothing in this Memorandum shall be construed as divesting the U.G. of any of its management rights vested by the Kansas Public Employee Relations Act or as delegating to others the authority conferred by law on the U. G. or in any way abridging or reducing such authority.

Section 2. The right to hire, promote, layoff, assign, transfer, discharge or discipline for cause and to maintain discipline and efficiency of employees is the sole responsibility of the U.G., except the Union member shall not be discriminated against due to their Union membership. Persons subject to this agreement shall be considered as employees of the U.G. and subject to all policies, orders, and directives, written or oral, of the Unified Government, Wyandotte County, Kansas City, Kansas, the Commissioners, the County Administrator and such other persons designated as supervisors of said employees except as modified or provided elsewhere herein. In the case of promotion, the U.G. agrees to recognize qualifications (including training, education, experience, ability and past performance) of the affected employee and then recognize standard seniority rules and practices. In the case of layoff the U.G. shall use seniority as the determining factor in selecting the employees to be laid off.

Section 3. The U.G. may adopt additional reasonable rules and regulations and amend the Human Resources Guide and other policies, orders and directives from

time to time, and the U.G. and the Union will agree that any such changes, additions or amendments not in conflict with this Memorandum of Understanding shall be in full force and effect. Disputes concerning the application or interpretation of any changes, additions or amendments as provided in this section may be submitted by the Union to arbitration as provided hereunder. To the extent practical, the U.G. will give prior notification of such rules and regulations to the Union.

Section 4. This memorandum shall be construed as requiring the employees to follow the provisions herein in the exercise of the authority conferred upon the U.G. by law.

ARTICLE IV – FILLING OF VACANT POSITIONS.

When a permanent job vacancy exists in a bargaining unit position, the U.G. may determine within forty-five (45) days from the declaration of the vacancy by the U.G., whether such position shall be filled. If it is determined that the position is to be filled, it shall be posted within sixty (60) working days from the determination to fill it or within a reasonable time thereafter. However, even if the U.G. initially determines not to fill a position, the U.G. expressly reserves the right, at any time, to determine that such a position should be permanently filled and then post the same for bid.

If the U.G. determines that a position is to be filled, the following procedure shall govern:

- (a) Such job vacancies shall be posted for ten (10) working days along with the information related to the qualifications required for the position is assigned. The affected bargaining unit local will be sent a copy of the job vacancy posting.
- (b) Applicants desiring to apply for a job vacancy may do so by being qualified and/or certified. In order for an applicant to be considered, a U.G. employment application and related application materials must be submitted to Human Resources within the specified guidelines.
- (c) Such vacancies shall be awarded to the best qualified applicant considering the applicants training, education, experience, ability and past performance as long as such selection does not contravene any affirmative legal responsibility place upon the U.G. and the applicants successful completion of a drug screen and physical examination.

ARTICLE V – WAGES.

Section 1. The basic rate of pay for the Plumbers as enumerated in the Agreement shall be:

Effective Date	Wage Rate/Hour
1/1/22	\$36.13
1/1/23	\$37.21
1/1/24	\$38.33

Section 2. Employer shall be responsible to pay the full cost of fringe benefits and supplementary dues in accordance with the current Master Agreement entered into by the Local Union and Mechanical Contractors Association of Greater Kansas City. The parties agree that in the event the two current bargaining unit members of the union are no longer employed by the Employer as bargaining unit members, the contract will be reopened. In the event that a current bargaining unit member is no longer employed as a bargaining unit member for disciplinary reasons, the contract will not be reopened until any grievance is resolved. If the grievance results in the current bargaining unit member being reinstated, then the contract remains in effect. If not, then the contract will be reopened.

Section 3. As fringe benefits change under the Agreement, the craft shall obtain from the Plumbers Union Local #8 a written statement of the changes and the effective date thereof, and upon written notice sent by registered mail, to the County Administrator and the Human Resources Department, the U.G. will adjust the fringe benefits to conform to the changes in the Agreement provided the notice of the change is received within forty-five (45) days of the effective date of the pay and fringe benefit change.

Section 4. Bargaining unit members shall be permitted to contribute up to \$10.00 per hour to the defined contribution plan of the Union.

Section 5. No person subject to this Memorandum shall be eligible to purchase, receive or participate in any health insurance contract, program or benefit provided to other U.G. employees, including all preferred provider organizations, health maintenance organizations or indemnity policies and coverage unless said person bears the cost of said insurance or coverage without any U.G. contribution. All such persons shall be eligible to participate, receive or purchase any dental insurance provided by the U.G.

ARTICLE VI – WORKING CONDITIONS.

All working conditions including vacations, paid holidays, sick leave, jury duty, maternity leave, injury leave, discharge, discipline and all other matters constituting working conditions shall be subject to and regulated by the policies of the U.G. as

expressed in the Human Resources Guide, and amendments thereof except as may be inconsistent with the terms of this Memorandum of Understanding.

ARTICLE VII – STRIKES AND LOCKOUTS.

Section 1. There shall be no stoppage of work either by strike or lock out because of any dispute over matters relating to this Memorandum.

Section 2. There shall be no work stoppage in the event of any construction industry strike or problems or lockouts.

ARTICLE VIII – UNION SECURITY.

Notwithstanding any provisions of the attached Agreement and specifically Article IV of said Agreement, to the contrary, the Union recognizes and acknowledges that the Kansas Constitution at Article 15, Section 12 and K.S.A. 75-4324 provide and guarantee an employee the right to work regardless of union membership or affiliation and the parties hereto are bound thereby. Under the provisions of said law, the Union recognizes that the U.G. cannot require as a condition of employment that all employees of the U.G. covered by the attached Agreement will be members of the Union in good standing while so employed by the U.G.

Article IX – FRINGE BENEFIT PROGRAM.

If it is held by a Court of competent jurisdiction that the U.G. is prohibited from entering into or becoming a party to the provided trust agreements or funds set out in the Agreement at Article V, then the U.G.'s obligation to continue its commitment hereunder shall cease.

Article X – HOURS OF WORK, OVERTIME, AND SHIFTWORK.

Sections 1-10 of Article IX of the Agreement were previously deleted and the subjects expressed therein shall be governed by the provisions of the U.G.'s Human Resources Guide.

Eight hours constitute a day's work. Any time worked in excess of eight (8) hours per day or any work performed on a Saturday or Sunday shall be paid at the rate of one and one-half (1 1/2) times the actual hourly rate.

An employee called in to perform services related to the job shall be paid in accordance with the Agreement. In no event shall an employee receive less than two (2) hours compensation at the overtime rate of pay for every call-in on days off, furlough days, holidays or other scheduled leave time. Management retains the right to schedule the employees in accordance with the best interest of the Unified Government. Employees designated to be "on-call" on a weekend day (Saturday or Sunday) or on a

holiday shall receive two hours "on-call" pay at the overtime rate in addition to any hours actually worked.

No foreman shall be required on any project unless three (3) or more fulltime plumbers are employed by the Unified Government. If three (3) fulltime plumbers are so employed, the Unified Government shall designate one (1) person as a fulltime foreman.

Article XI – PAYDAY AND PAYROLL CHECKS.

The U.G. has adopted a bi-weekly payroll system. Represented employees are paid each two weeks, as opposed to weekly. This practice shall in no way modify the amount of compensation to be received by the represented employees as provided herein.

Article XII – GRIEVANCE AND ARBITRATION PROCEDURE.

In the event of any dispute or grievance arising under the terms and provisions of the Memorandum or of any difference between the parties as to the interpretation or application of this Memorandum, it shall be processed through the grievance procedure. The parties shall make sincere and determined efforts to settle meritorious grievances at the voluntary steps of the grievance procedure and to keep the procedure free from any unmeritorious grievances. A union representative may be present during any step of the grievance procedure.

Step 1: Within ten (10) days of the occurrence or events giving rise to the grievance or dispute, or within ten (10) days of when the affected employee or employees became aware of such occurrences or event, whichever is longer, the matter must be taken up between the involved employee or employees and their supervisor. First, the employee shall verbally explain to his supervisor the nature of the grievance. The supervisor must communicate his decision to the grievant verbally within five (5) days of the Step 1 meeting.

Step 2: If the grievance is not satisfactorily adjusted under step 1, a written grievance shall be submitted to employee's supervisor within five (5) days after the supervisor has provided his verbal decision pursuant to Step 1. Within five (5) days thereafter, the supervisor must submit a written answer to the grievance.

Step 3: If the supervisor's written answer does not resolve the matter, a written appeal shall be made to the division head within five (5) days after the U.G. receives the supervisor's written report pursuant to step 2. The division head shall attempt to resolve the matter and shall give a written answer within five (5) days after receiving the written appeal.

Step 4: If the division head's written answer does not resolve the grievance, a written appeal shall be taken to the department head within five (5) days after the receipt of the division head's written response. The department head shall attempt to resolve the

matter in a meeting of the concerned parties and shall give a written answer within five (5) days after the receipt of the written appeal of the division head's decision.

Step 5: If the matter has not been resolved in Steps 1-4, it may be submitted to the County Administrator within five (5) working days after receipt of the department head's written decision. The County Administrator shall render a decision in writing within ten (10) days thereafter.

Step 6: If the County Administrator's decision is not satisfactorily to the Union, or if the parties are otherwise unable to satisfactorily resolve the dispute, arbitration may be requested by the U.G. or the Union, in the following manner:

- (a) Notice in writing of intent to arbitrate shall be delivered by the party seeking arbitration to the opposing party within fifteen (15) calendar days following the decision of Step 5.
- (b) Within fifteen (15) calendar days after the notice is delivered, the parties will mutually agree upon an arbitrator or jointly obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS), and the parties will alternately and independently strike unacceptable arbitrators from such a list with the last remaining arbitrator being selected. If the party upon whom a properly executed FMCS panel request is served fails to execute and send such request within fifteen (15) calendar days of service thereof, then the grievance shall be found in favor of the non-defaulting party.
- (c) The arbitrator shall have the authority to determine the procedural rules of arbitration and shall have the ability to make such binding orders as necessary to enable him to act effectively. He shall observe the rules of evidence, and his decision shall be final and binding on all parties.
- (d) Once an arbitrator has been selected by the parties, the parties shall act with all deliberate speed to schedule a hearing for the arbitration.
- (e) The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Memorandum.
- (f) The cost of the arbitrator shall be shared equally by the U.G. and the Union.

Article XIII – SUBCONTRACTING.

Article XVI of the Agreement related to subcontracting was previously deleted.

Article XIV – DURATION.

Article XV of the Agreement was previously deleted. This Memorandum shall be in full force and effect from January 1, 2022, (effective date), to and including December 31, 2024, (expiration date), and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Memorandum is served by either party upon the other not less than thirty (30) and not more than ninety (90) days prior to the expiration date. The attached agreement shall be deemed a part of this Agreement.

When no such cancellation or termination notice is served and the parties desire to continue said Memorandum, but also desire to negotiate changes or revisions in this Memorandum, either party may serve the other a written notice not less than thirty (30) and not more than ninety (90) days prior to the expiration date advising that such party desires to revise or change terms or conditions of such Memorandum.

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

EMPLOYER

UNION

THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY, KANSAS
CITY, KANSAS

PLUMBER’S LOCAL UNION NO. 8

By: _____
Douglas G. Bach
County Administrator

By:   _____
Matthew Harris
Business Representative

Date: _____

Date: 11/24/2021

By: _____
Renee Ramirez
Director of Human Resources

By: _____
John Kelly
Director of Buildings & Logistics

Approved as to form

Misty S. Brown Chief Counsel

ATTEST:

Unified Government Clerk



Staff Request for Commission Action

Tracking No. 211220

Full Commission Meeting Date: 12/2/21

Committee: Full Commission

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

Publication Required: No

<u>Date:</u> 11/24/2021	<u>Contact Name:</u> Susan Alig	<u>Contact Phone:</u> x5070	<u>Contact Email:</u> salig@wycokck.org	<u>Department/Division:</u> Legal
<u>Item Description:</u> This resolution authorizes the County Administrator to sign the negotiated 2020-2021 AFSCME labor agreement, submitted by Susan Alig, Senior Counsel.				
<u>Action Requested:</u> To adopt the resolution.				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> AFSCME authorizing resolution 2020-2021, 2020-2021 AFSCME MOU				

RESOLUTION NO. _____

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

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

- (1) Memorandum of Understanding between the Unified Government of Wyandotte
County/Kansas City, Kansas, and the American Federation of State, County, and
Municipal Employees, Local Number 3475 of Missouri/ Kansas State Council
No. 72, for the period January 1, 2020 through December 31, 2021.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
THIS _____ DAY OF _____, 2021.**

David Alvey
Mayor/CEO

ATTEST:

Unified Government Clerk

MEMORANDUM OF AGREEMENT

Between

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

and

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES AND LOCAL
NO. 3475 OF MISSOURI/KANSAS STATE COUNCIL NO. 61**

JANUARY 1, 2020 - DECEMBER 31, 2021

SERVICE AND MAINTENANCE UNIT

CLERICAL UNIT

TECHNICAL UNIT

KANSAS CITY - LOCAL 3475
MEMORANDUM
2020 - 2021

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DEFINITIONS

Administrator:	Administrator of the Unified Government of Wyandotte County, Kansas City, Kansas.
A.F.S.C.M.E.:	American Federation of State. County, and Municipal Employees, Local No. 3475 of A.F.S.C.M.E. Missouri/Kansas State, Council No. 72.
City:	The Unified Government of Wyandotte County, Kansas City, Kansas.
County:	Wyandotte County, Kansas.
Department:	A Department of the Unified Government of Wyandotte County, Kansas City, Kansas.
Division:	A Division of the Unified Government of Wyandotte County, Kansas City, Kansas.
Employee:	A member of the bargaining unit herein as certified by the Kansas Public Employer-Employee Relations Board.
Employer:	Unified Government of Wyandotte County, Kansas City, Kansas.
Gender:	The male shall include the female and the female shall include the male.
Immediate Supervisor:	The person directly above the employee in the chain of command.
Memorandum:	The Memorandum of Agreement between Unified Government of Wyandotte County, Kansas City, Kansas and A.F.S.C.M.E. on behalf of the recognized bargaining unit members.
Part-time A Employee:	An employee who works at least a 20-hour week, year round.
Part-time B Employee:	An employee who works less than a 20-hour week, year round.
H.R.G.	The Unified Government's Human Resource Guide.
P.E.R.B.:	Kansas Public Employer-Employee Relations Board.

Regular Employee: Unified Government employee who has successfully completed his probationary period and who regularly works a forty hour week on a year-round basis.

Unified Government: The Unified Government of Wyandotte County/Kansas City, Kansas

Union: American Federation of State, County and Municipal Employees, Local No. 3475 of Missouri/Kansas State, Council No. 61.

MEMORANDUM OF AGREEMENT

ARTICLE 1 - PREAMBLE

§ 1.1 Preamble

This Memorandum of Agreement is entered into by and between the Unified Government of Wyandotte County/Kansas City, Kansas, hereinafter referred to as the "UG" or "Employer" and Local No. 3475 of Missouri/Kansas State Council No. 61, American Federation of State, County and Municipal Employees, hereinafter referred to as the "Union."

It is the purpose of this Memorandum to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences that may arise, and to establish proper standards of wages, hours and other conditions of employment.

ARTICLE 2 - RECOGNITION

§ 2.1 Recognition

The Employer recognizes the Union as the exclusive bargaining representative for the employees of UG as set forth in Kansas Public Employer-Employee Relations Board Unit Determination Case No. 75-UDC-1A-1B-1C-1987, dated July 14, 1987, as amended by agreement of the parties or further order of PERB.

§ 2.2 Part-Time Employees

If a part-time employee works 40 hours or more for a six-month period, the Union may request in writing and the Unified Government shall then consider whether such position shall be created as a full-time position. Seasonal employees are not included herein. Part-time employees who work more than 40 hours in a given work week shall be paid overtime or

receive compensatory time, at the supervisor's discretion, at the rate of one and one-half times their base hourly rate.

§ 2.3 New Positions

When any new regular employee job classification is created in UG which classification is not contained in any other UG bargaining unit, the UG will notify the Union. If UG and Union agree that the classification is included in this bargaining unit the rate of pay for said classification shall be subject to the meet and confer process.

§ 2.4 Working Out of Classification - Duties/Pay

Regular employees routinely performing (the duties and responsibilities of a higher paid job classification for five (5) consecutive workdays, shall be compensated at the rate of pay of the higher rated job classification beginning on the second (2nd) consecutive workday. The appropriate supervisor shall make a determination of what is required for bargaining unit employees to become certified and fully qualified in higher rated job classifications within the employee's division, department or unit to which the employee may be assigned to work. Employees performing the step up duties of a supervisory position shall be compensated at the first step within that salary range which would provide an increase to the employee.

§ 2.5 Job Audits

The UG shall provide, upon written application on the UG approved form and with the appropriate supervisor's approval, a review of an employee's classification in accordance with the provision of UG's Human Resource Guide in effect at the time of the request. The UG's initial response to the employee's written request will be provided in writing to the employee and the Union within 45 days. From the time the audit is granted the UG shall have 110 days to complete the audit.

§ 2.6 Orientation

UG shall make every reasonable effort to provide new employees with an orientation program within a reasonable period of time after initial employment. New bargaining unit employees shall be informed of the Union's representation and the identity of the designated Union representative who may provide further information. UG shall also distribute to new bargaining unit employees informational packets about the Union, which packets shall be prepared, printed and delivered by the Union to the UG Human Resources Department. UG shall provide to the Union quarterly, a list of all current AFSCME covered employees upon union's request. UG will make a reasonable effort to provide the requested within a reasonable time frame.

ARTICLE 3 - NON-DISCRIMINATION

§ 3.1 Discrimination Prohibited

Neither UG nor the Union shall discriminate against an employee covered by this Memorandum in a manner which would violate any applicable laws because of race, creed, color, national origin, age, gender, religion or disability.

§ 3.2 Union Membership or Activity

Neither UG nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership or exercise of their rights under this Memorandum.

§ 3.3 Union Fair Representation

The Union recognizes its responsibility as bargaining representative and agrees fairly to

represent all employees in the bargaining unit.

ARTICLE 4 - UNION/UG COOPERATION-MANAGEMENT RIGHTS

§ 4.1 Union/UG Cooperation

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

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

§ 4.2 Management Rights

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

The exclusive rights of the UG shall include, but are not limited to, its right to determine the qualifications of its employees; to establish or continue policies, practices and procedures for the conduct of UG and to change or abolish such policies, practices or procedures; to introduce new or improved methods, equipment or facilities; to discontinue processes or operations or to discontinue their performance by employees; to select, determine and schedule

the number and type of employees required; to assign work to such employees in accordance with the requirements determined by UG; to establish and change work schedules; to determine the facts of lack of work; to direct the work of its employees; to hire, promote, demote, transfer, assign and retain employees in positions within the public agency; to discipline, suspend or discharge employees for just cause; to maintain the efficiency of the governmental operation; to lay off employees; to take actions as may be necessary to carryout the mission of UG in emergencies; to determine the methods, means and personnel by which operations are to be carried on; to develop standard operating procedures, Rules of Discipline and Rules and Regulations not in conflict with this Memorandum; to establish and maintain reasonable standards for wearing apparel and personal grooming and all other prerogative and responsibilities normally inherent in management of UG which are not in conflict with specific provisions of this Memorandum.

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

§ 4.3 Labor Management Committee

A. Committee Makeup

The Employer and the Union agree to create a Labor Management Committee. This Committee shall consist of six (6) members, three (3) members shall be appointed by UG and three (3) members shall be appointed by the Union.

B. Committee Meetings

The Committee shall meet within thirty (30) days of written notice of a request to the other party for such meeting by the Union President or designee or the Personnel Director of UG or designee.

C. Purposes of Meetings

The purpose of the meetings shall be to:

1. Establish an effective employer-employee relationship;
2. Discuss the administration of this Agreement;
3. Disseminate information of interest to the parties; and,
4. Discuss other items as mutually agreed prior to the meeting.

The committee shall have no authority to change, delete or modify any of the terms of the existing Memorandum of Agreement nor to settle any grievances arising under the Agreement. Action taken by the committee would be non-binding upon the Union and the Employer.

D. Department or Division Labor Management Committees

Nothing herein shall prohibit UG Departments or Divisions from forming their own Labor-management committees. These committees may be formed by the Department or Division Head and the Union. These committees shall meet within thirty (30) days from the date of written notice by the Union President or designee to the Department or Division Head or designee and the Personnel Director or designee or notice by the Department or Division Head or designee to the Union President or designee requesting such meeting.

E. Informal Meetings

Nothing in this Article precludes the Employer and its designees from meeting with employees, Union Stewards or other designated Union representatives on an informal basis.

ARTICLE 5 - PROBATIONARY PERIOD

There are two classifications of probationary periods for employees. The first is

applicable to new hires and the other is employees who have been promoted to or transferred to other bargaining unit classifications.

§ 5.1 New Hires

New employees shall be considered Probationary Employees for the first six (6) months of their employment, unless extended in writing by mutual agreement of the UG and the Union. Any interruption of employment (leave, sickness, etc.) in excess of five (5) days during the probationary period shall not be counted as part of the probationary period. During this probationary period, an employee shall be given instruction as to the duties of the position to which he is assigned. A general outline of his job duties for his new position shall be provided.

Probationary employees may be discharged at the sole discretion of UG without recourse to the provisions of this Memorandum. Probationary employees shall not accrue seniority until the completion of their probationary period. Upon the completion of their probationary period, the employee's seniority date will be measured from their date of hire as provided in Article 6.

§ 5.2 Promotions, Demotions and Transfers

An Employee who receives a promotion, demotion or transfer to another bargaining unit classification shall serve a probationary period of ninety (90) calendar days in such classification, unless extended by mutual written agreement between UG and the Union, before such appointment becomes permanent. During this period the employee shall be given instruction as to the duties of the position to which he is assigned. An employee who does not perform his duties satisfactorily or who is dissatisfied with his new position may be returned to his former position at any time within the ninety (90) calendar day period at the discretion of the UG. If his former position is no longer vacant, the UG shall make a reasonable effort to place the employee in a vacant position most equitable in pay to the former position held by the

employee and for which the employee is qualified elsewhere in UG.

ARTICLE 6 – SENIORITY AND JDO BIDDING

§ 6.1 UG Seniority

UG seniority shall be measured by continuous service as an employee of UG, the County or the City. This service shall be measured from the date of last hire. Seniority shall be broken by discharge, resignation, retirement, layoff in excess of twelve (12) months, permanent disability, suspensions of thirty (30) days or more if the employee is called back to work from layoff and does not report for work within fourteen (14) calendar days, failure to return to work at the expiration of any approved leave of absence, vacation or disciplinary layoff. In case of disputes concerning seniority, the Employer's records shall govern this measurement. In the event seniority is the same, the senior employee shall be determined in inverse alphabetical order by the last name of the employee as such last name appears on UG's payroll records. Temporary or part-time employees shall not accumulate nor exercise any seniority rights except part-time A or B employees shall accumulate seniority in relation only to other part-time employees concerning layoffs and bidding for part-time positions. UG seniority will be utilized as indicated in this Memorandum.

§ 6.2 Seniority Lists

The Union will be provided with a seniority list annually. Said list shall be posted at reasonable locations. Seniority lists shall contain the name of the employee, classification, position number and seniority date. In the event an employee believes an error has been made as to his position on the seniority list, he shall notify Human Resources in writing within five (5) calendar days of the list's posting. Employees who were previously employed by Wyandotte

County who accrete to this bargaining unit shall have their seniority (last date of hire) dovetailed within the bargaining unit's then existing seniority list. Upon request, the President, or his/her designee, may obtain an updated seniority list from the Human Resource Director.

§ 6.3 Bidding Procedures – Juvenile Detention Officers

a. Annual Bid

Juvenile Detention Officers (JDOs) shall be assigned annually to their respective shifts and days off on a bid basis in accordance with seniority. Bidding shall occur annually on or before December 15 of each year to become effective the first day of the first pay period in January. Probationary JDOs shall have no bidding rights, and may be assigned at the discretion of the employer after all eligible JDOs have bid. Bidding shall occur at a designated place which is mutually agreed upon by the employer and the union and shall take place between the hours of 0800 and 1700. JDOs shall be assigned a time to bid in accordance with their seniority. Once a JDO has submitted his bid, he shall immediately leave the bidding area.

b. Absentee Bid - Failure to Bid

In the event a JDO is going to be absent during the entire period in which he is assigned to bid, he shall have an opportunity to exercise his bid right by proxy. The proxy shall be signed by the Deputy and shall specify four alternate bid choices. The proxy shall be given to the President of the Union or his designee, who shall exercise it, and provide one copy to the employer's designee. If the absent JDO is unable to obtain a bid position with any of his alternative choices, he shall then be assigned to an unbid position by the employer's designee.

JDOs who do not exercise the opportunity to bid during the appropriate period shall forfeit their right to bid. The JDO may be assigned to any unbid position by the employer's designee. All bids shall be tabulated and certified by the employer's designee, and the President of the union or

his designee.

Prior to implementation, the Employer agrees to notify the union at least 30 days in advance of any changes or additions in bid assignments or shifts and allow for rebids or 'bumps' where applicable.

ARTICLE 7 - PROMOTIONS AND RECRUITMENT

§ 7.1 GENERAL

- A. It is understood and agreed that it is the responsibility of the Employer to determine the size of the work force, to declare job opportunities available and to determine relative qualifications, including ability, education and experience of employees applying for a vacant position.
- B. In order to qualify for a permanent promotion, an employee must be able to immediately perform the job and must have been properly tested or certified where necessary.
- C. Employees may submit resumes and applications for UG positions outside of the bargaining unit.

§ 7.2 Permanent Vacancies

A. Determination to Fill

When any permanent job vacancy exists in a bargaining unit position, UG may determine within forty-five (45) days from the declaration of the vacancy by UG, whether such position shall be filled. When such determination to fill the position is made, the Union shall be notified of same. If it is determined that the position is to be filled, it shall be posted within fifty (50) working days from the determination to

fill it or within a reasonable time thereafter. However, even if the Employer initially determines not to fill a position, the Employer expressly reserves the right at any later time, to determine that such position should be permanently filled and may then post the same for applications.

B. Procedure to Fill

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

- 1) Such job vacancies shall be posted not less than seven (7) calendar days along with information relating to the qualifications required for the position and the department to which the position is assigned.
- 2) Employees desiring to apply for a job vacancy may do so by being qualified and/or certified and submitting a completed job application to Personnel within the posting period.
- 3) Such vacancies shall be awarded to the best qualified applicant considering the applicant's training, tests scores, education, experience, performance and ability as long as such selection does not contravene any affirmative legal responsibility placed upon UG, and if all qualifications are equal, then UG seniority shall control in selection of the employee to fill the job vacancy.

C. Entry Level Treasury Positions.

The positions of Fiscal Support Assistant and Administrative Support Assistant in Motor Vehicle within the Treasury Department of the Employer shall be exempt from the requirements of Subsections A. and B. of this Section 7.2 when the Employer is filling such positions. The Employer is not required to

post these positions internally within the bargaining unit prior to seeking outside applicants.

§ 7.3 Filling Vacancies

Consistent with UG's equal employment opportunity statements, as amended from time to time, such amendments shall be provided to the Union in a timely manner, it is agreed that when reasonable vacancies occur in positions within the bargaining unit they shall be filled by the promotion or selection of the best qualified employees. However, nothing herein shall prohibit the Employer from advertising for applicants for bargaining unit positions, which positions, within UG's determination, require special education, training, ability, experience or certification, or for positions which have been posted and remain unfilled due to lack of qualified applicants.

ARTICLE 8 – LAYOFFS, RECALL AND POSITION ELIMINATION

§ 8.1 Notice of Layoff

When it is determined that a reduction in force is necessary, UG will notify the Union and affected employees of the impending layoff and the date thereof. In the event the UG decides to permanently eliminate a vacant position the Union shall be notified prior to the elimination.

§ 8.2 Layoff

- A. Layoffs or job displacement due to reduction in force shall be made according to UG seniority, by job classification or within a classification's line of progression (e.g. Office Assistant III, II, I; Data Control Clerk III, II, I; Engineering Technicians II, I; Parking Control Officer II, I; Program Technician II, I etc.). Provided further

that senior employees within that classification line of progression may displace the most junior employee in their classification or line of progression provided further, the bumping employee is immediately capable of performing the duties of the new position within an eighty (80) working hour orientation period. UG shall provide a written evaluation at the conclusion of the orientation period. The displaced and most junior employee within the classification line of progression shall have no displacement rights, but shall possess recall rights set forth in § 8.3 except that if the former position of a laid off employee, whose seniority was not severed is recreated, that employee shall be given the right of first refusal to be recalled back to that position. If the employee refuses, then the seniority is immediately severed.

- B. No regular employee in the bargaining unit shall be laid-off as long as there are probationary employees working in the affected classifications.
- C. Nothing in this Memorandum shall prohibit the employer from entering into discussions of alternatives to layoffs with the Union.

§ 8.3 Recall Rights

- A. The order of recall shall be governed by the employee's qualifications and UG seniority within his former job classification.
- B. Notification of recall shall be given by the UG by certified mail, return receipt requested, to the recalled employee at his last address furnished to UG.
- C. Within ten (10) calendar days after such notice is postmarked, the employee must advise the Personnel Division whether he accepts such reinstatement. Any recalled employee who fails to notify the Personnel Division within ten (10) calendar days, as outlined above, shall forfeit all seniority rights and opportunities for future recall.

The next qualified employee on the appropriate seniority list may be notified of the opening and the above procedure shall be repeated until the vacancy is filled. If no qualified employee remains on the appropriate seniority list to fill the vacancy, then the vacancy may be filled by new hires.

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

ARTICLE 9 - WORK PERIODS

§ 9.1 General

UG has the management right to change the hours of work shifts or work periods and to institute new work shifts or periods. The employer will make reasonable efforts to notify the designated Union representative of major changes in work shifts or work periods in advance of such changes. When new permanent work shifts are created, employees within the affected units and employee classifications may express their desire to be assigned to any new permanent work shift within their unit and classifications. If the employees are immediately qualified to perform the duties of the position, then seniority shall be used in assigning employees to such new permanent work shifts within the appropriate unit and job classification.

§ 9.2 Standard Work Week

The standard work week for regular employees other than Juvenile Detention Officers (JDOs) shall be forty (40) hours, within a consecutive seven (7) day period with two (2)

consecutive days off, except where operational needs require otherwise. The standard work period for Juvenile Detention Officers shall be eighty-six (86) hours within a consecutive fourteen (14) day period with two (2) or more consecutive days off twice during the fourteen (14) day period. The standard work period may be varied where operational needs require otherwise. Employees shall be advised of any changes in the beginning of their standard work week.

§ 9.3 Standard Work Day

Except during shift or job change periods, a standard work day for regular employees other than Juvenile Detention Officers shall consist of eight (8) consecutive hours in a twenty-four (24) hour period, except for a thirty (30) or sixty (60) minute intermission for lunch as provided in § 9.4 and except where alternative work schedules have been assigned. For Juvenile Detention Officers a standard work day shall consist of twelve (12) hours in a twenty-four (24) hour period, except for a thirty (30) minute intermission for lunch as provided in § 9.4.

§ 9.4 Meal Period

Each employee whose work hours cover a nine (9) hour period (e.g. 8:00 a.m. to 5:00 p.m.) shall be entitled to a sixty (60) minute meal period. Each employee whose work hours cover an eight and one-half (8.5) hour period (e.g. 8:30 a.m. to 5:00 p.m.) shall be entitled to a thirty (30) minute meal period. Each employee whose work hours cover a twelve (12) hour period shall be entitled to a thirty (30) minute meal period.

§ 9.5 Rest Periods

Employees will be allowed not to exceed two (2) fifteen (15) minute rest breaks (one in the morning and one in the afternoon), or an equivalent amount of time, per normal working day. Employees working more than the standard eight (8) hour work day shall be entitled to an

additional fifteen (15) minute break for each four (4) hours worked. Designation of rest break times and locations shall be at the supervisor's discretion. Rest breaks shall not be taken in conjunction with the employee's lunch period, except at the request of the employee's supervisor.

§ 9.6 Alternative Work Schedules

The employer agrees that it will investigate possible alternative work schedules, when deemed appropriate.

§ 9.7 Tardiness or Failure to Punch Time Card

- A. Employees reporting late for work, i.e., unprepared to begin their work at the beginning of the scheduled shift, or failing to punch their time card will be disciplined according to the following schedule:

1 to 8 minutes late - no penalty, except as provided in paragraph (B) herein.

After 8 minutes late, docked for time actually missed.

- B. Employees who are tardy or fail to punch their time card three (3) times in a twelve consecutive month period shall be classified as habitual offenders of being tardy for work. After the third tardy, the employee will be advised in writing that any further tardies or failure to punch time clock are subject to discipline as set forth below, in addition to the provisions of section A above:

Fourth offense in consecutive 12 month period: written warning.

Fifth offense in consecutive 12 month period: 1 day suspension without pay.

Sixth offense in consecutive 12 month period: 3 day suspension without pay.

Seventh offense in consecutive 12 month period: Termination.

- C. Supervisor(s) have discretion to excuse tardiness on a case by case basis. The

supervisor(s) decision on whether to excuse the tardiness or failure to punch the time clock is final and is not subject to any grievance procedure or other review. However, any discipline imposed as a result of the tardiness or failure to punch the time clock is subject to the grievance procedures in this contract.

ARTICLE 10 - OVERTIME

§ 10.1 Overtime

All employees other than Juvenile Detention Officers shall receive one and one-half (1 ½) times their actual hourly rate of pay or compensatory time for work performed in excess of forty (40) hours in a given work week. Juvenile Detention Officers shall receive one and one-half (1 ½) times their actual hourly rate of pay or compensatory time for work performed in excess of eighty-six (86) hours in a given work period. Compensatory time may be accrued, up to a maximum of two hundred forty (240), in lieu of overtime payment at the employee's election with approval by the appropriate supervisor. Use of compensatory time shall be authorized by a written request by an employee and written approval by the immediate supervisor and Department head. Overtime shall only be time actually worked and when approved by UG. Provided that, for purposes of overtime calculations, the hours taken by an employee as a holiday (§§ 18.1, 18.2, 18.3), worked during a holiday (§ 18.4) or vacation (Article 17), except as provided in § 17.7 herein, shall be considered as hours worked within a given work week.

§ 10.2 Duty to Perform

Employees are required to work reasonable amounts of overtime when requested by the employer. In cases of emergency, as determined by the appropriate supervisor, employees are

required to remain fit to perform and work overtime as requested and are subject to discipline for any refusal to so work. When notified by their supervisor during their normal work shift that they may be called for overtime during their non-working hours, employees must be available to answer and respond to notice from UG to work overtime. Any employee who refuses work or does not maintain fitness for duty for such an overtime work assignment may be subject to discipline.

§ 10.3 Distribution of Overtime

To the extent reasonable, overtime will be distributed as equally as possible among regular employees of the same classification in a Department/Division who are willing to work overtime.

Qualified employees may volunteer to work overtime by placing their name on the appropriate overtime list. These lists shall be posted every quarter by the appropriate Division for sign up purposes. Each list will be exhausted before returning to the top person on the list, except when new lists are issued.

In addition to the volunteer list each Department/Division will maintain a forced overtime list. Employees will be placed on the list in the order of inverse seniority. When the employer determines that overtime is needed and no volunteers can be garnered then the employer will utilize the forced overtime list starting from the top down. Once an employee has worked forced overtime their name will fall to the bottom of the forced overtime list.

Except in cases of emergencies no employee will work more than 20 hours of forced overtime, inclusive of any scheduled overtime, in a standard work week. There shall be no limit on voluntary overtime.

§ 10.4 Overtime Credits

Employees shall receive overtime credits in one-quarter (1/4) hour increments. Any time an employee is assigned and works at least eight (8) minutes of a worked quarter (1/4) hour of overtime, he shall be credited with one quarter (1/4) hour at the appropriate overtime rate.

§ 10.5 Overtime Call In/Back Time

A. Vacation Period or Regularly Scheduled Day Off

When an employee is called in to work during his vacation or one of his regular days off, then he shall receive a minimum of two (2) hours pay at his regular straight time rate from the time he arrives at his work.

B. Regularly Scheduled Work Day

When an employee is called back in to work, in order to perform work assigned by the UG, after his regular working hours and after he had left his last work site or been released at the conclusion of his regular work day, then he shall receive a minimum of two (2) hours pay at his regular straight time rate from the time he arrives at his work.

ARTICLE 11 - DISCIPLINE

§ 11.1 General

The Union recognizes that UG has the responsibility for maintaining discipline and the efficient and orderly operation of the various Divisions and Departments of UG. Accordingly, the authority to discipline employees is vested exclusively in the appropriate Divisions or Departments. However, the appropriate Directors or Supervisors may, from time to time, delegate this authority to subordinate supervisors. Employees, excluding probationary

employees, shall only be disciplined or discharged for just cause. Discipline or discharge for just cause shall include, but shall not be limited to, discipline or discharge for violation of the UG's Human Resource Guide, Ethics Code and Safety Rules. Consistent with other provisions of this Article, UG's rules, as may be modified from time to time by UG, shall recognize, when appropriate, corrective discipline, and shall be followed as the appropriate discipline for the specified violations. UG shall provide to the Union a copy of UG's Rules reflecting the disciplinary policy of UG and all modifications or amendments thereto within 21 days. Violations which are not specified shall be subject to discipline within UG's discretion.

§ 11.2 Imposing Discipline

- A. Discipline shall be imposed within fifteen (15) calendar days after UG is aware of the event or action giving rise to the discipline, unless UG deems it necessary to extend this time for purposes of conducting and/or completing its inquiry or investigation concerning the alleged act(s). A full explanation of this necessity shall be given to the affected employee and, if requested, to the Union following the imposition of discipline.
- B. When disciplinary action is taken, the employee shall be advised of the nature of the offense and the discipline being administered. Such notice shall be placed in writing as soon as reasonably practicable. If discipline other than a verbal warning is to be imposed, the employee may request that his Union steward be present.
- C. The severity of the discipline imposed shall be consistent with the offense committed and may include the following:
 - 1. Verbal Warning
 - 2. Written Reprimand

3. Suspension

4. Discharge

§ 11.3 Forfeiture of Benefits and Rights

Employees who are terminated for just cause shall forfeit all employment benefits and rights, except accumulated vacation days, retirement benefits in accordance with applicable law and any accrued wages.

§ 11.4 On-the-Job Injury

An employee who fails to report to his superior any on-the-job injury immediately after becoming aware of the injury shall be suspended for at least one (1) day without pay.

§ 11.5 Separation from Employment

Upon separation from employment with UG, all assigned work clothing, safety equipment, hard hats, uniforms, vests, gloves, protective eye wear, keys, tools or any other equipment or materials provided the employee by UG shall be returned. Failure to do so shall result in UG's withholding a reasonable amount, not to exceed 75% of the cost of the replacement of the issued items, from the employee's final paycheck(s) to compensate UG for such items not returned.

§ 11.6 Effectuation of Suspensions Without Pay

Except as provided herein, disciplinary suspensions without pay in excess of three (3) work days may not be effectuated until after the second (2nd) step grievance hearing response has been issued by the employer or within seventeen (17) work days of the filing of the grievance, whichever is first.

Whenever the UG is recommending the termination of an employee, the employee may be suspended prior to the completion of the second step grievance hearing. The UG shall

complete disciplinary investigations as soon as practicable, but not to exceed 90 days from the commencement of the investigation, except, in exceptional circumstances.

§ 11.7 Retention Policy for Disciplinary Records

Disciplinary actions shall be removed from the employee's personnel file, upon the employee's request, according to the following:

- A. If no further rule violations occur within a 12-month period following an oral or written warning, the employee's record will be cleared.
- B. If no further rule violations occur within an 18-month period following a suspension, the employee's record will be cleared.

ARTICLE 12 - GRIEVANCE PROCEDURE

§ 12.1 Grievances

The term "grievances" as used in this Memorandum shall be any dispute, disagreement, or difference between one or more employees and UG as to the meaning of any terms and provisions of this Memorandum. Any impasse in any negotiations for any Memorandum of Understanding or Agreement shall not constitute a grievance. Where a matter within the scope of this grievance procedure is alleged to be both a grievance and prohibited practice under the jurisdiction of P.E.R.B., the employee involved may elect to pursue the matter under either the grievance procedure herein provided or by action before P.E.R.B. If a grievance is processed beyond Step 2 of the grievance procedure, the employee(s) and the Union shall be deemed to have waived any action or right to file or proceed with such action before P.E.R.B.

§ 12.2 Supervisor-Employee Discussions

The establishment of this procedure for the formal handling of grievances shall not prohibit or discourage discussion between an employee and his immediate supervisor on any matter arising out of the employee's relationship with the Employer, and shall not prohibit or discourage the friendly solution of such matters without recourse to the formal grievance procedure. This section shall have no affect upon the time limits set forth elsewhere in this Article.

§ 12.3 Grievance Procedure

Grievances by an employee or a group of employees shall be handled in the following manner:

A. Time Limits

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

B. Commencing Grievance Procedure

This grievance procedure must be commenced within seven (7) calendar days from the time that the grievance occurred or became known, or reasonably should have been known. Otherwise it need not be considered.

C. Appeals and Responses

- 1) If a grievance is not settled at any step as herein outlined, the decision may be appealed to the next higher step in the grievance procedure within the specified time limit (or as may be mutually extended) or be considered withdrawn.
- 2) All appeals must be in writing, either on a regular grievance form or otherwise suitably and clearly stated.
- 3) All written answers on grievances shall be given to the employee and the appropriate union steward.
- 4) All appeals by employees shall be delivered by hand or by mail; and if delivered by mail, shall be considered delivered on the date of the postmark or sent by telecopier machine, if mailed to the proper party at his regular office address.
- 5) Answers and appeals may be delivered by hand, fax, e-mail or by mail; and if delivered by mail, shall be considered delivered on the date of the postmark, if mailed to the proper party at his regular office address.
- 6) If a grievance cannot be answered within a specified time in any step because of circumstances beyond UG's control, a time extension may be granted by mutual agreement.

D. Grievance Procedure Steps

Step 1:

All employee grievances, except those relating to discipline or discharge, first shall be presented in writing by the employee or employees concerned setting forth the place, date, time, nature of the occurrence upon which the grievance is based and set out the particular portions of

the Memorandum it is alleged were violated or misinterpreted or the discipline being grieved and the relief sought to the immediate supervisor within the time limits set forth in § 12.3B of this Article. The supervisor shall give his answer in writing to the employee or employees not later than the fourteenth (14th) calendar day after the day on which the grievance was so presented.

Step 2:

If a mutually satisfactory settlement of the grievance is not reached in the first step, an appeal may be taken to the second step. In such appeal the grievance shall be stated in writing and shall be delivered to the appropriate Director and Human Resources or his designee within ten (10) calendar days after the Supervisor's response to Step 1. The appeal shall set forth the place, date, time and nature of the occurrence upon which the grievance is based and shall set out the particular portions of the Memorandum it is alleged were violated or misinterpreted or the discipline being grieved.

Grievances appealed to the second step shall be discussed within ten (10) calendar days of the appeal. At such meeting, the Employer will be represented by the appropriate Director and/or his designee and the employee or employees will be represented by the appropriate union steward. All employee grievances relating to discipline and discharge of an employee will originate at the second step.

The Employer will answer the grievance in writing after the second step within seven (7) calendar days, unless such time is extended.

Step 3:

If a mutually satisfactory settlement of the grievance is not reached in the second step, an appeal may be taken to the third step. In such appeal the grievance shall be stated in writing and

shall be served upon the Administrator or his designee within seven (7) calendar days after the conclusion of the second step. The appeal shall set forth the place, date, time and nature of the occurrence upon which the grievance is based and shall set out the particular portions of the Memorandum which is alleged were violated or misinterpreted or the discipline being grieved.

Grievances appealed to the third step shall be discussed within fourteen (14) calendar days of the appeal, unless extended. At such meeting the Employer will be represented by a representative of the appropriate Department and Human Resources and the employee or employees will be represented by the Steward or Business Agent of the Union.

The Employer will answer the grievance in writing after the third step within fourteen (14) calendar days, unless extended, following the Step 3 discussion. The Administrator's decision on all disciplinary matters, except those which result in suspensions in excess of seven (7) work days or termination, shall be final and binding.

Step 4 Arbitration.

If no settlement is reached by the procedure outlined, through Step 3, discipline in excess of five (5) work days or matters of contract interpretation may be appealed to arbitration. Any request for arbitration must be made as follows:

- (1) Notice in writing of intent to arbitrate shall be delivered by the party seeking arbitration to the opposing party within thirty (30) calendar days of the completion of Step 3 in discipline cases where suspension of more than five (5) work days has been imposed and within thirty (30) days of the Administrator's decision in contract interpretation cases. The notice shall set forth the place, date, time and nature of the occurrence upon which the grievance is based and shall set out the particular portions of the Memorandum which it is alleged were

violated or misinterpreted or the discipline being grieved. If notice of intent to arbitrate is not delivered within thirty (30) calendar days of the completion of Step 3 the issue shall be deemed abandoned.

- (2) Within fifteen (15) calendar days after the above notice is delivered, the parties will mutually agree upon an arbitrator or jointly obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service, and the parties will alternately and independently strike unacceptable arbitrators from a list with the last remaining arbitrator being selected.
- (3) Employees shall not be paid for time spent in attending arbitration proceedings other than as a witness on behalf of UG.
- (4) The jurisdiction and authority of the arbitrator shall be governed by the following:
 - (a) The arbitrator shall have authority to determine the procedural rules of arbitration and shall have the authority to make such binding orders as are necessary to enable him to act effectively. He shall observe the rules of evidence and his decision shall be final and binding on both parties, except as provided in Step 5.
 - (b) The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Memorandum.
 - (c) In the resolution of disputes between the parties to this Memorandum, the arbitrator shall give no weight or consideration to any matter except the specific language of this Memorandum and is specifically prohibited from considering or basing his award on any alleged past practices of UG or Division or the Union,

prior to the effective date of this agreement.

(d) The arbitrator shall have no authority to substitute his judgment for that of the management of UG, Division or Administrator, nor shall he have authority to usurp, subtract from, modify or exercise any management right of UG or appropriate Division.

(e) The arbitrator in discipline and discharge cases, shall have power to determine the appropriate discipline.

(f) The cost of the arbitrator shall be borne equally by the parties.

(g) The arbitrator shall tape record the proceedings and make a copy of the tape available to both UG and the Union, upon request and at the expense of the requesting party.

Step 5:

If either party is dissatisfied with the decision of the arbitrator then the aggrieved party may appeal the arbitrator's decision to the District Court of Wyandotte County, Kansas, in accordance with Kansas law governing appeals from administrative bodies. The Court may only determine whether the Arbitrator's decision was arbitrary, capricious and/or unreasonable.

ARTICLE 13 - STRIKES AND LOCKOUTS

§ 13.1 Strikes and Lockouts

The Union, on behalf of its membership, recognizes that the protection of life and property is of paramount importance to itself and the Employer. Therefore, during the life of this Memorandum, the Union will not condone, nor encourage, nor instigate any work slow-down, stoppage or strike, or any action that is detrimental to the operation of UG. The

Employer agrees that it shall take no action that could be defined as a lockout, nor shall it discriminate against any employee for his action as a member of the Union, provided those actions are not prescribed by law.

Any violation of this Article may be the subject of disciplinary action, including discharge.

The Union shall, within twenty-four (24) hours of the commencement of any of the acts prohibited herein or prohibited by law, take all reasonable affirmative action to terminate such conduct.

ARTICLE 14 - UNION STEWARDS

§ 14.1 Stewards

Employees selected by the Union to act as employee representatives shall be known as "stewards". The names of employees selected as stewards and alternates who may represent employees shall be provided to UG by the Union annually during the first week of January. UG shall be notified, in writing, of any changes in the above names that may occur.

§ 14.2 Number of Stewards

The Union shall select not to exceed seven (7) stewards and seven (7) alternate stewards.

§ 14.3 Stewards' Authority

Stewards may be permitted, upon request to the appropriate supervisor, reasonable time to process and present grievances on behalf of members of the bargaining unit, provided that enough personnel remain on duty to provide the appropriate Division's required services. Time spent in handling grievances outside of the steward's normal work hours shall not be considered time spent in the employ of UG. Stewards shall not absent themselves from their work

assignments without permission of the appropriate supervisor and when absent shall advise their supervisor in writing of their whereabouts, the specific nature of the union business necessitating the absence and the anticipated duration of the absence. This request will not be unreasonably denied.

§ 14.4 Alternate Stewards

Alternate stewards shall only operate in the absence of the steward or when the steward requires representation.

§ 14.5 Prohibited Conduct of Stewards/Alternates

The stewards and alternates have no authority to encourage, incite, or condone work action against UG or any other action interfering with UG's operation. In the event of such action by any steward or alternate, he shall be subject to immediate discipline.

ARTICLE 15 - UNION RIGHTS

§ 15.1 Union Business Representative

The Union shall notify UG, in writing, of the name and address of the Council 72 business representative(s) assigned to this Unit. Any changes in such representative(s), shall also be provided in writing. The properly authorized business representative(s), upon advance notice to UG Human Resources and the appropriate supervisor, may have reasonable access to UG's premises for the sole purpose of the lawful administration of this Memorandum. The business representative(s) activities shall not interfere with the performance of any employee's duties for UG.

The Union agrees to notify the UG electronically, or in writing, of the names of the bargaining unit members who serve as officers of the bargaining unit and the duly elected

representatives who will attend the conferences or conventions under § 15.3. This notification will occur during the first week of January each year. The UG shall be notified of any changes in the above names electronically or in writing that may occur.

§ 15.2 Bulletin Boards

The Union shall be entitled to post notices of regular and/or special meetings of Local 3475 on bulletin boards located in the UG buildings set forth thereafter. These bulletin boards must be purchased and maintained by the Union. The notices should be dated and signed and removed in a timely fashion. The Union may also post, at the designated location, a listing of the officers and stewards of Local 3475. There shall be allowed one bulletin board at each of the following locations:

City Hall

Police Headquarters

Animal Control

Courthouse

Courthouse Annex

Neighborhood Resource Center (NRC)

Juvenile Detention Facility

UG must approve the specific location for the bulletin boards within each building and the size thereof. It shall be the duty of the Union to remove materials which are outdated or unauthorized.

§ 15.3 Conventions or Conferences

Duly elected Union delegates (not to exceed three (3) per convention or conference and not to exceed two conventions or conferences per year) may be permitted time off to attend the

bi-annual state or national A.F.S.C.M.E. or AFL-CIO convention. Provided that, such time off may be charged to the employee's accumulated vacation, compensatory time or leave without pay. Leaves without pay and compensatory time usage shall be applied for and may be granted in accordance with the applicable sections of UG's Human Resource Guide. Provided further that, any employee may not use more than a total of six (6) leaves without pay days in any calendar year for this purpose. Provided, further, that UG must have adequate staffing to provide the services of the employee's Division, Department or Unit in their absence in order to allow the employee to be absent for this purpose.

§ 15.4 Employee Attendance at Conferences, Seminars and/or Workshops

Employee attendance at conferences, seminars and/or workshops shall be governed by the applicable portions of UG's Human Resource Guide.

§ 15.5 Payroll Deduction of Dues

UG agrees to deduct, once each month, dues in an amount certified by the Union and authorized in writing by the employees who individually request, in writing (Dues Deduction Authorization Form), that such deductions be made. Employees may revoke the authorization by giving notification during the month of January of any year, to the Employer and to the Council 61 office. The total amount of such authorized deductions shall be remitted by the Employer to Council 61.

§ 15.6 Job Descriptions

When job descriptions are updated the UG shall provide copies to the Union upon request.

ARTICLE 16 - LEAVES OF ABSENCE

§ 16.1 Leaves of Absence

Leaves of absence shall be without pay unless specifically stated that they are to be with pay.

§ 16.2 General Leaves of Absence

Any general leave of absence that may be granted is the decision of the Administrator. The maximum general leave of absence shall be thirty (30) calendar days. The Administrator, at his discretion, may extend a General Leave, but not for more than thirty (30) calendar days. Any employee desiring a general leave of absence or extension thereof shall submit a written request to his Director setting forth the reasons for the request at least seven (7) calendar days prior to the commencement of the requested leave, or extension thereof, except in cases of emergency. An employee on general leave of absence shall not be entitled to receipt of any benefits under this Memorandum or under law.

§ 16.3 Military Leave

Any employee who voluntarily or involuntarily enters active duty in any branch of the military service, including all guard and reserve units of the armed forces of the United States, may be placed on military leave of absence without pay. Any employee who is a member of the National Guard or any other component of the Military Reserve may be granted a leave of absence without pay to meet his military obligation in accordance with federal law. Military obligation means required summer camps and meetings, and may or may not, in accordance with Federal Law, include camps and training sessions attended voluntarily. In either case, such employee shall comply with existing Federal law and regulation and shall comply with UG procedures in requesting such leave and upon his separation from the service he shall be entitled

to such benefits accruing to him under existing Federal laws and regulations. An employee on military leave shall report for duty with UG within ninety (90) days of his separation from service on his initial tour of duty or he will be considered as having voluntarily resigned. Neither sick leave nor vacation time shall accrue during military leave.

§ 16.4 Funeral Leave

Each employee shall have, in the event of a death in his immediate family, three (3) consecutive calendar days off with pay, commencing any time from the day of death through the day of the funeral. The employee may be granted one (1) additional day off with pay for verified travel in excess of 500 miles. The term "immediate family" shall include the employee's spouse, children, step-children, grandchildren, parents, adoptive parents, step parents, grandparents, brother, sister, parents of spouse, grandparents of spouse, brother-in-law, sister-in-law, son-in-law, and daughter-in-law or any relative residing in employee's home immediately prior to the date of death. A Department Head may grant, within his sole discretion, to employees, the use of accrued and unused compensatory time, vacation or holidays for an employee to attend other funerals. The employee must provide satisfactory proof of death and his attendance at the funeral.

§ 16.5 Jury Duty

If an employee is absent from work because of jury service, he shall be paid his regular rate of pay.

§ 16.6 Sick Leave

A. Entitlement

- 1) All regular employees hired before January 1, 2016 shall be allowed leave with pay on account of sickness or non-duty related injury at the rate of one and one-fourth (1

1/4) calendar days for each calendar month of full service by such employees, credited at month's end. All employees hired on or after January 1, 2016 shall be entitled to prorated sick leave which will be earned at the rate of one (1) day for each full month of service.

2) Sick leaves shall not accumulate during general leaves of absence, extended military leave, suspensions or layoff.

3) Employees must actually work or be credited with working at least seventeen (17) days per month in order to accumulate the referenced Sick Leave entitlement.

B. Limitation of Accumulation

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

C. Retirement

For those employees hired before January 1, 2016, at retirement (or upon death while employed), if the employee has sick leave on the books, he will receive a bonus: Three (3) months pay is given as a reward to the employee who has at least ninety (90) working days of sick leave on the books; the reward for less than ninety (90) working days of sick leave is given by exchanging one (1) working day for one (1) calendar day and prorating at one-thirtieth (1/30) of a month for each calendar day. Those employees hired on or after January 1, 2016, upon retirement shall receive regular straight time compensation for fifty percent (50%) of accumulated unused sick leave, but such compensation shall not exceed two (2) months base pay.

D. Voluntary Resignation

Upon an employee's voluntary resignation from employment with the Unified Government, which does not include involuntary termination of employment by the UG,

resignation without provision of at least two (2) weeks written notice by the employee, or the granting of a regular or disability retirement, the resigning employee shall be entitled to receive pay for a portion of his accumulated sick leave based upon the following conditions:

- 1) Accumulated sick leave for these purposes is computed by exchanging one sick day for 1/30th of a months pay at the employee's base pay rate.
- 2) Schedule for sick leave payment:

<u>Continuous Completed Years of Service</u>	<u>Fraction of Base Months Pay</u>
0 - 4 Years	0
5 - 7 Years -	10/30th
8 - 10 Years -	15/30th
11 - 13 Years -	20/30th
14 - 16 Years -	25/30th
17 - 19 Years -	30/30th
20 Years or more -	35/30th

Under no circumstances shall an employee be paid more than the maximum payout set forth herein.

E. Use Provision

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

- 1) Sick leave may only be used for the purpose for which it was intended, that being to provide an employee with protection against a loss of pay due to a bona fide illness or non-duty related injury. Sick leave may be utilized for maternity leave, physical or mental illness, or to attend to the employee's children, spouse or parent, who reside with the employee and whose illness or injury requires the employee's presence.

- 2) The granting of sick leave shall be the determination of UG.
- 3) The employee shall not be entitled to receive paid sick leave unless he shall notify his immediate supervisor of his illness before such paid sick leave is due to begin, unless the delay of such notification can be shown to be unavoidable.
- 4) If UG has reasonable grounds to believe sick leave is being abused, it may, at its discretion, require any employee requesting sick leave to furnish substantiating evidence or a statement from the employee's attending physician or nurse practitioner, certifying that absence from work was required due to bona fide illness or non-duty related injury. If the employee does not furnish substantiating evidence or a physician or nurse practitioner's statement, the employee may be subject to discipline.
- 5) UG shall have the right, at its discretion, to verify any report of a physician or nurse practitioner concerning the illness or disability of any employee and to require the employee to be examined, at UG's expense, by a physician or nurse practitioner selected by UG to determine the nature and extent of the illness or disability.
- 6) Employees on sick leave are prohibited from being gainfully employed by any employer other than UG.
- 7) After any extended illness, an employee shall be required to provide a release from a hospital or physician or nurse practitioner that the employee is able to return to duty.
- 8) If an employee is granted sick leave to a specific date and returns to work prior to such date, the employee must notify his Department or Division within five (5) calendar days of his return or he will forfeit his sick leave through the original date granted.

9) Any regular employee who is absent for more than three (3) consecutive work days due to illness or off-duty injury shall furnish to his supervisor a certificate from a duly licensed physician or nurse practitioner, verifying the illness or injury and the probable length of time it will be necessary for the employee to be absent due to such illness or off-duty injury, such certificate shall be considered part of the employee's personnel record.

F. Excessive Use Category

If any employee, within any twelve (12) consecutive month period, has either: 1) used sick leave on seven (7) or more occasions or 2) used three (3) or more sick leaves immediately before or immediately after his regular days off, vacations days, holidays, or any paid leave of absence; he shall be classified as an "excessive user of sick leave". The employee shall be notified, in writing, when he is so classified and shall be subject to the following rules concerning use of sick leave:

1) For the following twelve (12) month period, which commences on the date of the last sick leave occurrence that causes the employee to become categorized as an excessive user of sick leave rather than the date upon which the employee is notified of his classification as an excessive user of sick leave, the employee shall furnish a statement from a licensed physician or nurse practitioner, to his supervisor on each occasion the employee uses sick leave. The statement shall contain the physician or nurse practitioner's report as to the cause for the employee's absence, the treatment being provided, the probable length of time of the necessary sick leave and the physician or nurse practitioner's statement that the employee was unable to work the day that he was absent. If the employee does not furnish a physician or nurse practitioner's statement as

provided, he shall receive the following discipline:

- a) 1st offense -- four (4) work days suspension without pay.
- b) 2nd offense -- seven (7) work days suspension without pay.
- c) 3rd offense -- termination.

2) If the "excessive user" employee during the following twelve (12) consecutive month period shall either: a) use sick leave on seven (7) or more occasions, or b) use three (3) or more sick leaves immediately before or immediately after his regular days off, vacation days, holidays, or any paid leave of absence, then in either case he may be subject to termination.

3) Sick leave use for prearranged physician's, dentist's or oral surgeon's appointments, when the employee is absent from work for four (4) hours or less, shall not be considered a use of sick leave for purposes of identifying excessive users, provided that the employee, upon request, provides satisfactory verification that he has actually attended said appointment.

§ 16.7 Personal Leave

Employees may, with the immediate supervisor's and the Director's written permission, take a personal leave with pay. This personal leave shall not exceed (3) days and will be charged to the individual employee's accumulated sick leave. No employee shall be entitled to more than three (3) days of personal leave in a calendar year.

§ 16.8 Sick Leave Donation

1. Bargaining unit members may donate up to 40 hours per calendar year of sick leave to other eligible bargaining unit members who have a catastrophic or life threatening illness or are providing care for those persons identified in § 16.6 E. 1. who have a catastrophic

or life threatening illness whether or not those persons reside with the employee and have exhausted all paid leave time. The donating employee must have at least 100 hours of sick leave accrual remaining after the donation. The donating employee may specifically designate to whom the donated hours may be given.

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

3. Employees on workers' compensation leave or receiving disability payments from a UG sponsored disability policy are not eligible for donated sick leave. Employees disciplined for violation of the sick leave policy set forth in this contract during the previous twelve (12) months are not eligible to receive donated sick leave. Employee must have successfully completed their probationary period in order to be eligible to receive donated sick leave.

4. Donations and requests for donations should be made on forms and turned into Human Resources. Human Resources staff will administer the program and determine eligibility based upon criteria stated in this policy. Human Resources staff will consult with employee's department head regarding the request and grant the number of hours needed each payroll to those eligible employees so long as sufficient hours have been donated by bargaining unit members.

ARTICLE 17 - VACATIONS

§ 17.1 General

For those employees hired before January 1, 2016, after completing one (1) year of service, each regular employee shall be entitled to vacation pay which will be prorated in accordance with § 17.5 of this Article for any portion of the initial year of employment

occurring before January 1. Thereafter, vacation pay shall be earned from January 1 of each year to January 1 of the next year as provided in § 17.2.

For those employees hired on or after January 1, 2016, after completing six (6) months of service, each regular employee shall be entitled to vacation pay which will be prorated in accordance with § 17.5 of this Article. Thereafter, vacation pay shall be earned on a monthly basis.

§ 17.2 Vacation Entitlement-2018-2019

Employees covered by this Memorandum hired before January 1, 2016 will be entitled to the following vacation entitlements:

<u>Continuous Completed Years</u>	<u>Vacation Entitlement</u>
1 through 4 years	88 hours (11 eight-hour work days)
5 through 8 years	136 hours (17 eight-hour work days)
9 through 13 years	160 hours (20 eight-hour work days)
14 through 19 years	200 hours (25 eight-hour work days)
After 19 years	224 hours (28 eight-hour work days)

For those employees hired on or after January 1, 2016, each employee shall be entitled to a vacation, accrued on a monthly basis, as provided herein upon:

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

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

§ 17.3 Holidays and Scheduling

The vacation period and schedule of vacation of each qualified employee shall be set by seniority within job classifications, job assignments and desire and preference of the employee, consistent with the efficient operation of UG. Seniority may only be exercised by the individual employee on his first choice for a vacation period.

§ 17.4 Exception

Employees shall not accrue vacation time while on leave of absence, layoff, suspension or while absent due to an injury or illness unless they are on approved sick leave. In the event an employee is absent from work on an authorized leave of absence, or on layoff status or due to a non-work related illness or injury for which he is not on approved sick leave, his vacation pay shall be reduced pro rata to the portion of the year he earned and was eligible for vacation privileges.

§ 17.5 Pro rata Vacation

For the purpose of computing vacation pay, for those employees hired before January 1, 2016, an employee shall earn one-twelfth (1/12) of his vacation pay for each month of service during the twelve month period preceding January 1 of each year. For those employees hired on or after January 1, 2016, vacation shall be accrued monthly. Each month in which an employee works one hundred thirty-six (136) hours shall be considered a month of service.

§ 17.6 Vacation Buy-Out

Employees shall be entitled to be paid in cash at the time of retirement or separation from employment with UG for accrued unused vacation pay standing to his credit at the time of his

retirement or separation. In the case of death in service of any employee, such payment shall be paid to the person or persons designated as that employee's beneficiary or beneficiaries under the Kansas Public Employees Retirement System (K.P.E.R.S.)

§ 17.7 Scheduling

A. Increments:

Employees shall be required to take their vacation at a minimum of five (5) eight hour days or the equivalent in work hours at a time, except that employees working eight(8) hours per shift may request to take up to ten (10) eight (8) hour days and employees working twelve(12) hours per shift may request to take up to eight (8) twelve (12) hour days, or the equivalent in work hours of their annual vacation entitlement in one day increments and they may request to take up to two days or the equivalent in work hours of their annual vacation entitlement in one-half the assigned shift which shall not be credited as time worked for overtime computation purposes schedule permitting and when the request is approved by the appropriate supervisor.

For those employees assigned to twelve (12) hour shifts per day, each day of vacation entitlement shall be in the same number of hours as the employees then assigned shift even if the employee's shift was different when the vacation entitlement was earned.

B. Notification:

Employees shall state in writing to the UG their preference for scheduling of their vacation time by no later than February 1 of any year. UG shall attempt to meet the employee's stated preference based upon the employee's UG seniority. UG shall post the vacation schedules by March 1 of that year. In any event, all vacations

must be scheduled in accordance with the UG's needs by July 1 of the same year or they shall be assigned by UG. Employees may be entitled to trade assigned vacation time, not to exceed five (5) days, with other qualified employees when written request is made for such trade, signed by both trading employees, and approved by UG.

C. Carry Over:

Employees may be allowed to carry over up to five (5) eight hour working days or the equivalent in work hours of vacation to the next calendar year, provided that the total amount of carried over vacation may not exceed ten (10) eight (8) hour working days or the equivalent in work hours.

D. Emergency or Short Notice Use:

Employees may request the use of up to two (2) vacation days per calendar year for unforeseen circumstances subject to the staffing needs of the Department and subject to supervisory approval. Such requests will not be unreasonably denied.

ARTICLE 18 - HOLIDAYS

§ 18.1 Designated Holidays

Eligible employees shall receive one (1) day off with pay for the following holidays:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving

Christmas Day

§ 18.2 Additional Holidays

Employees shall receive all other holidays declared to be official UG Holidays by the Unified Government Commission.

§ 18.3 Observance of Saturday and Sunday Holidays

Holidays which fall on a Saturday or Sunday will be observed on the preceding Friday or on the following Monday.

§ 18.4 Work on a Holiday

Any employee who is eligible for holiday pay and works on a designated holiday shall be paid at two (2) times his base rate for all hours actually worked.

ARTICLE 19 - MEDICAL PLAN

§ 19.1 Coverage

UG agrees to offer the employees of the bargaining unit the same medical plans(s) which are made available to UG's employees generally, excluding UG's Fire Department. For these purposes, "medical plan" includes medical, dental and vision coverage.

A. Employee Premium.

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

Annual Base Pay

Monthly Premium Contribution

\$30,000 or less	\$10.00 per month
\$30,001 - \$60,000	\$20.00 per month
\$60,001 or more	\$30.00 per month

For purposes of the foregoing schedule, "Base Pay" is calculated solely upon an employee's then applicable hourly rate of pay or monthly salary as projected over the course of a year assuming full time employment. "Base Pay" shall not include any overtime, out of class, longevity or interpreter's pay. The Unified Government shall pay the remainder of each covered employee's monthly medical plan premium that is also adjusted annually based on an equal percentage as for employee premiums for the least expensive medical plan provided or administered by a major reputable carrier recommended by the Joint Committee and approved by the Unified Government Administrator.

B. Family Premium.

Employees electing to obtain dependent coverage under a Family coverage election under the medical plan(s) will pay 25% of the premium cost of the dependent portion of Family coverage in addition to any applicable employee premium cost discussed in subsection A above, and the Unified Government shall pay the remaining contribution cost for the least expensive medical plan provided or administered by a major reputable carrier recommended by the Joint Committee and approved by the Unified Government Administrator.

C. Election of More Expensive Plans.

Should the UG offer a more expensive medical plan and an employee(s) should select to be covered by the same, then the employee shall be responsible to pay any and all additional premiums.

D. Plan Modification.

The plan and coverage may be modified by the Unified Government in order to keep

costs of the medical plan lower.

§ 19.2 UG Benefit Committee

The Union is permitted to have two (2) representatives on the UG Benefit Committee, which representatives, will be entitled to attend any meeting where health insurance covering A.F.S.C.M.E. represented employees are discussed or voted upon. Attendance at these meetings outside of normal work hours will not be compensable time.

ARTICLE 20 - RETIREMENT AND PENSION FUND

§ 20.1 Retirement and Pension Fund

All employees shall come under the Kansas Public Employees Retirement System (KPERS) as set forth by Kansas law. Procedures for application for retirement benefits shall be as established by the State.

ARTICLE 21 - WORKER'S COMPENSATION

§ 21.1 Worker's Compensation

An employee who sustains injuries arising out of and in the course of his employment shall be covered by the provisions of the Worker's Compensation Act of the State of Kansas. If the employee is temporarily totally disabled as defined by the Workers' Compensation Act because of such injuries, he shall receive the difference between his regular base pay and the Worker's Compensation benefits he receives of the time period that his total disability continues but not to exceed the first six (6) weeks of any such injury. Compensation following the first six (6) weeks of an employee's injury shall be governed solely by the Kansas Worker's Compensation Act, except that such employee may use his accrued sick leave or vacation

entitlement to supplement his pay for the period between six (6) weeks and twelve (12) weeks of the employee's temporary total disability. Compensation following the first twelve (12) weeks of an employee's injury shall be governed solely by the Kansas Worker's Compensation Act, except that such employee may use his accumulated vacation to supplement his pay thereafter during his temporary total disability. No employee will receive more income as a result of receiving the benefits of this section than he would have received had he been working and receiving his base pay during this time period. Employees on temporary total disability are prohibited from being gainfully employed by an employer other than the UG or from being self-employed.

The UG may allow and/or require employees on Worker's Compensation leave to return to light duty if they are able to perform the work in which event they may be placed at the discretion of UG. However, any light duty allowed shall not exceed twelve (12) months from the employee's return to duty.

ARTICLE 22 - UNION/MANAGEMENT SAFETY COMMITTEE

§ 22.1 Committee Created

It is the express policy of the Employer and the Union to cooperate in an effort to continue to improve health and safety matters. The parties agree that it is in the best interest of UG, the Union, employees and citizens of Wyandotte County/Kansas City, Kansas, that equipment should be operated properly and safely and that all reasonable safety precautions and devices should be utilized. In the furtherance of this policy a joint Union/ Management Safety Committee is established.

§ 22.2 Committee Composition, Meeting, etc.

The Joint Union/Management Safety Committee, hereinafter called "Safety Committee", shall meet regularly, as necessary and shall be comprised of the following members: UG's Risk Manager or designee, who shall be the Chairperson of the committee; two (2) persons appointed by the Administrator; and two (2) employees appointed by the Union. This Safety Committee shall consider health and safety matters relating to all bargaining unit employees and may make periodic inspections to detect and evaluate potential health and safety hazards. The Safety Committee shall have the responsibility of reporting to the Administrator or his designee health and safety problems and the Administrator or his designee may, at his sole discretion, initiate such action as necessary to see that these items are corrected.

§ 22.3 Safety Rules and Regulations

Safety rules and regulations may be recommended by the Safety Committee to UG and UG shall have the right to adopt, reject or revise said rules and regulations. There shall not be any rules or regulations promulgated until said rules and regulations are adopted by UG. Employees who violate safety rules shall be subject to discipline.

§ 22.4 Safety Devices & Equipment

Safety devices and other equipment deemed necessary by UG for the proper protection of employees shall be provided, if funds are available for this purpose.

ARTICLE 23 - COMPENSATION

§ 23.1 Wages

Bargaining unit employees' wages for the calendar years 2020-2021, shall be as set forth in Appendix A attached hereto.

Building and Code Inspectors - If or when Building or Code Inspectors obtain certification or certifications recognized by the Unified Government within their trade, on a one time basis they will be placed two pay ranges up from the base range in their same step, effective July 1, 2005. These certification(s) must be maintained in order to retain the two pay range increase. If the certification or certifications are lost, the employee will be returned to the pay range appropriate for the inspector without certification.

Upon appropriate certification, Inspector I will go from Range 31 to designation as Inspector IA in Range 33.

Upon appropriate certification, Building Inspector I will go from Range 41 to designation as Building Inspector IA in Range 43.

Upon appropriate certification, Building Inspector II will go from Range 45 to new Range 47.

§ 23.2 Time In Grade

- A. New Hire and promotion probationary employees shall be placed at Step 1 as referenced in Appendix 1 attached hereto and those employees must serve six (6) months at this step and otherwise qualify before being eligible for advancement to Step B.
- B. Employees at Steps B, C or D must serve at least thirty-two (32) months in those Steps before being eligible for advancement to Step C, D or E respectively.
- C. STEP E
Step E rates shall be as set forth in the Wage Appendix.
- D. Employees promoted within a Department to a higher grade shall not incur any loss of wage rate. To the extent that placement of a promoted employee at the first

step would result in a loss of pay, the promoted employee will be placed at the step most closely equivalent to, or the wage rate immediately greater than their wage rate prior to promotion.

§ 23.3 Longevity

The following longevity pay shall be added to the monthly salary of each regular employee who qualifies for such pay:

<u>Continuous Completed Number of Years as an Employee</u>	<u>Rate Per Month</u>
5 years	\$10.00
10 years	\$20.00
15 years	\$80.00
20 years	\$100.00
25 years	\$120.00

§ 23.4 Interpreters Pay

The UG may select not more than ten (10) bargaining unit employees to serve as certified foreign language or signing for the deaf interpreters within the municipal court, the police department, the neighborhood resource center or wherever they may be needed within the UG. Various foreign languages shall be represented by the employees who are certified and selected by the UG, at the discretion of the UG. These employees selected by UG to so serve may be entitled to receive pay for such duties under the following conditions:

- 1) They receive certification by an accredited institution of secondary education (University, College, Junior College, etc.) as a qualified interpreter within the designated foreign language or signing for the deaf and such certification is provided in writing to the employee's respective department/division heads and recertified on a triennial basis, i.e., 36 months after that bargaining unit member's initial certification and every

36 months thereafter unless modified by a Memorandum of Agreement.

- 2) They be selected by their department/division head to serve as an UG foreign language or signing for the deaf interpreter within one of the above referenced departments/divisions.
- 3) These selected and certified employees shall receive additional compensation of fifty dollars (\$50.00) per month for those months that they serve as a certified UG interpreter and are actually at work for the UG fifteen (15) or more work days of each month for which they receive this pay.
- 4) Use of these certified interpreters shall be at the discretion of the appropriate department/division head or designee. Any certified interpreter who is on duty shall be available for use at the direction of the appropriate department/division head or designee. If the certified interpreters decline a request to perform the requested duties, then that employee may be removed from eligibility as a certified interpreter and shall not be paid or allowed to remain on the UG certified interpreter list.

ARTICLE 24 - USE OF AUTOMOBILES

§ 24.1 Monthly Allowance

- a. Those bargaining unit employees currently receiving a vehicle allowance shall continue to receive this allowance. However, if the UG provides vehicles to departments whose bargaining unit members are currently receiving a vehicle allowance and there are fewer vehicles offered than bargaining unit members, UG

vehicles shall be assigned to those bargaining unit members who volunteer to accept the UG owned vehicle assignment in lieu of a vehicle allowance. In the event there are fewer volunteers than UG vehicle available for assignment, vehicles will be assigned based upon reverse seniority. Bargaining unit members assigned a UG vehicle shall not receive a monthly car allowance.

- b. If a newly hired bargaining unit member is eligible to receive a vehicle assignment and there are not any UG vehicles available for assignment, the more senior bargaining unit members who were involuntarily assigned a UG vehicle may elect to receive the vehicle allowance and the newly hired bargaining unit member will receive the UG assigned vehicle. The opportunity to opt for a vehicle allowance will be by seniority as defined in this contract.
- c. For those bargaining unit members receiving a vehicle allowance, the allowance may be increased or decreased if costs associated with the operation of a motor vehicle change. Cost changes will be assessed using the factors used by the IRS in determining allowable mileage rates.

§ 24.2 Daily Use

Employees who are required to use their personal vehicles in the regular course of their employment may do so only after receiving permission of their immediate supervisor to do so. Employees who are required to use their personal vehicles shall be paid at the appropriate rate per mile. The mileage driven on UG business must be verified by the employee on the appropriate UG forms.

§ 24.3 Verification of Requirements

All employees who are required to either drive or maintain driving privileges in the course of the performance of their duties must provide both proof of a current driver's license with required certification where necessary and proof of current automobile liability insurance. Employees with restricted driving privileges shall not work in any capacity for the UG when such restrictions interfere with their ability to perform all of the duties of their position and may be subject to discipline. Failure to provide proof of driver's license and insurance verification as requested by UG shall be cause for disciplinary action, including termination. Failure by the employee to notify his/her supervisor in writing of any suspensions, revocations or restriction of driving privileges before commencing any work assignment shall be cause for disciplinary action, including termination.

ARTICLE 25 - MISCELLANEOUS WORK RULES

§ 25.1 Resignation

An employee wishing to resign from UG shall provide his department or division head, at least fourteen (14) calendar days before his last day of work, a written resignation stating the date his resignation shall become effective and his reasons for leaving.

§ 25.2 Personnel File

Employees may review their own personnel file, during working hours, upon providing a written request to Human Resources and, when feasible, as long as the appropriate supervisory personnel are present for said review. Such requests may not exceed more than one (1) time in any twelve (12) month period, except that such limitation shall not apply to a review involving the investigation of a grievance filed by the employee whose file is being examined. Employees

may have a Union Steward present while reviewing his personnel file if desired. Personnel files shall not be permitted to leave the appropriate office. Requests for a reasonable number of copies of documents will be granted, with an appropriate charge being made. Employees will be furnished with copies of their periodic evaluations and any disciplinary action taken against them.

§ 25.3 Work Rules

UG may promulgate departmental or divisional work rules, standards and/or regulations governing UG employees' conduct, provided that such rules, standards and/or regulations do not conflict with the provisions of this Memorandum. Newly established rules, standards or regulations or amendments to existing rules, standards or regulations shall be reduced to writing and furnished to the Union.

§ 25.4 Employee Assistance Program

UG shall continue to provide all employees covered by this Agreement with an Employee Assistance Program under similar terms and conditions accorded other employees of UG, as outlined in the UG's Human Resource Guide and as may be amended from time to time.

§ 25.5 Personal Property Replacement

In the event an employee's personal property is damaged as a result of action taken in the course and scope of employment, the employer shall repair or replace any such personal property. Prescription eyewear shall be replaced at actual cost. Jewelry, watches and other items shall be replaced to a maximum of \$200.00. Employee must provide proof of loss or damage, replacement cost or, in case of personal property other than prescription eyewear, proof of loss or damage and value of the personal property.

ARTICLE 26 - UNIFORMS, CLOTHING AND EQUIPMENT

§ 26.1 Uniforms

A. Facility Management Employees

Regular employees of the bargaining unit who are employed within UG Facilities Management Department or Police Department, who are required to wear uniforms on duty, shall be furnished uniforms and said uniforms shall be cleaned at UG's expense.

B. Police Department Employees

Regular employees of the bargaining unit who are employed within the Police Department shall be issued uniforms consistent with the uniform policy of the Department relative to bargaining unit employees. Should Unified Government and the Union mutually agree in writing to modify the provision of uniforms to animal control officers, this agreement will not be prohibited. When animal control officers are hired they shall be provided a duty belt with the appropriate attachments deemed necessary by the UG and shall be provided thirty dollars (\$30.00) per year to maintain said specialized equipment.

C. Code Enforcement and Building Inspection Department Employees

Regular bargaining unit employees employed within UG's Code Enforcement and Building Inspection Departments who are required to wear uniforms shall continue to receive these uniforms during the life of this agreement consistent with the currently existing uniform policies of those Departments.

D. Municipal Court and Treasury Employees

Municipal Court and Treasury employees who have successfully completed the probationary period will be provided with an adequate number of uniform shirts to as determined by the U.G.

§ 26.2 Use of Uniforms, Clothing and Equipment

Employees who are provided uniforms, inclement weather gear or equipment, shall wear such uniforms or gear or use such equipment only during working hours, in performance of UG duties and in the manner prescribed by the UG and/or assigned work unit. Employees who violate this provision shall be subject to discipline. When UG employment is terminated for any reason, the employee is required to return the issued items and the UG may withhold a reasonable amount of the employee's funds to compensate the UG for uniforms, gear and/or equipment not so returned. Employees who are required to maintain uniforms in a good and clean condition, are subject to discipline for not so maintaining the same and/or not being properly dressed in the required uniforms during working hours.

ARTICLE 27 - ENTIRE MEMORANDUM OF AGREEMENT

§ 27.1 Entire Memorandum of Agreement

This Memorandum of Agreement supersedes and cancels all previous agreements and all existing unwritten practices between UG and the members of the bargaining unit and constitutes the entire Memorandum between the parties, except as to those areas of employment not covered herein which are subject to UG ordinances existing at the date of this Memorandum. Agreements or practices established between the parties following the effective date of this Memorandum are not prohibited by this Article. Any conflict that may exist between existing

or future UG ordinances and provisions of this Memorandum of Agreement shall be determined in favor of this Memorandum of Agreement. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

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

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

ARTICLE 28 - SAVINGS CLAUSE

§ 28.1 Savings Clause

Should any term or provision of this Memorandum be in conflict with any state or federal statutes or other applicable law or regulation binding upon the UG, the City or the County, except City or County, ordinances, such law or regulation shall prevail. In such event, however, the remaining terms and provisions of this Memorandum will continue in full force and effect.

If any article or section of this Memorandum shall be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with the enforcement of any article

or section shall be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 29 - DURATION

§ 29.1 Duration

This Agreement shall become effective on the date of final execution by the parties and shall remain in effect through midnight December 31, 2021.

ARTICLE 30 - ALCOHOL AND DRUG FREE WORKPLACE & TESTING

§ 30.1 Alcohol and Drug Free Workplace and Testing

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

ARTICLE 31 - SMOKE FREE WORKPLACE

§ 31.1 Smoke Free Workplace

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

ARTICLE 32 - UG'S ORDINANCES AND RESOLUTIONS

§ 32.1 UG Ordinances and Resolutions

The following sections of the UG's Human Resources Guide shall apply to all employees

covered by this Memorandum:

- Sec. 2.01 Equal Opportunity in Employment
- Sec. 2.02 Harassment in the Workplace
- Sec. 2.04 Drug Free Workplace
- Sec. 2.05 Smoke Free Workplace
- Sec. 2.07 Residency Requirement
- Sec. 4.02 Employee Assistance Program
- Sec. 5.01(E) Sick Leave Donation
- Sec 5.01(D) Sick Leave Buy Back
- Sec. 5.06 FMLA
- Sec. 5.07 Military Leave
- Sec. 5.08 Court Appearances by Employees
- Sec. 6.01 Workers Compensation and Injury Leave
- Sec. 6.02 Driver Safety & Accident Reporting
- Sec. 6.05 Use of Cell Phones or Electronic Devices While Driving
- Sec. 7.01(E) Rules & Discipline Guidelines
- Sec. 7.03 Responsible Use of Information Technology
- Sec. 7.05 Social Media

RULES AND DISCIPLINE POLICY

ARTICLE 33 - GAINSHARING

§ 33 Gainsharing

The parties agree to form a Gainsharing Committee, which shall consist of 6 members.

Three of the members shall be selected by the Union and three selected by the UG. The committee shall be charged with the responsibility of attempting to identify potential subjects of meaningful, quantifiable and documentable savings within the divisions, departments, units, etc. of the UG in which B.U. members are employed. Those employees employed within other divisions, departments or units that are represented by other collective bargaining representatives shall be excluded:

The committee shall submit its report(s) to the UG Administrator for his/her and the UG's consideration.

If the UG Administrator and the UG agree that the committee has identified areas of meaningful quantifiable and documentable savings, the committee shall be directed to recommend a system for implementation of the agreed gainsharing program. This recommendation shall be considered by the UG for adoption, modification or other action.

IN WITNESS WHEREOF, THE UNIFIED GOVERNMENT, THE DEPARTMENT-AND THE
LODGE have hereunto set their hands this _____ day of _____, 2021.

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

Doug Bach, County Administrator

Date _____

FOR THE FRATERNAL ORDER OF POLICE LODGE #40


Darica Baird, Lodge President

Date 11-16-2021

FOR THE SHERIFF OF WYANDOTTE COUNTY


Donald Ash, Sheriff

Date 17 Nov 2021


Renee Ramirez, Director of Human Resources

11/18/21

Approved as to form:


Misty Brown, Chief Counsel



Staff Request for Commission Action

Tracking No. 211221

Full Commission Meeting Date: 12/2/21

Committee: Full Commission

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

Publication Required: No

<u>Date:</u> 11/24/2021	<u>Contact Name:</u> Susan Alig	<u>Contact Phone:</u> x5070	<u>Contact Email:</u> salig@wycokck.org	<u>Department/Division:</u> Legal
<u>Item Description:</u> This resolution authorizes the County Administrator to sign the negotiated 2022-2024 AFSCME labor agreement, submitted by Susan Alig, Senior Counsel.				
<u>Action Requested:</u> To adopt the resolution.				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> AFSCME authorizing resolution 2022-2024, 2022-2024 AFSCME MOU				

RESOLUTION NO. _____

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

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

- (1) Memorandum of Understanding between the Unified Government of Wyandotte
County/Kansas City, Kansas, and the American Federation of State, County, and
Municipal Employees, Local Number 3475 of Missouri/ Kansas State Council
No. 72, for the period January 1, 2022 through December 31, 2024.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
THIS _____ DAY OF _____, 2021.**

David Alvey
Mayor/CEO

ATTEST:

Unified Government Clerk

MEMORANDUM OF AGREEMENT

Between

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

and

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES AND LOCAL
NO. 3475 OF MISSOURI/KANSAS STATE COUNCIL NO. 61**

JANUARY 1, 2022 - DECEMBER 31, 2024

SERVICE AND MAINTENANCE UNIT

CLERICAL UNIT

TECHNICAL UNIT

KANSAS CITY - LOCAL 3475
MEMORANDUM
2022 - 2024

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DEFINITIONS

Administrator:	Administrator of the Unified Government of Wyandotte County, Kansas City, Kansas.
A.F.S.C.M.E.:	American Federation of State, County, and Municipal Employees, Local No. 3475 of A.F.S.C.M.E. Missouri/Kansas State, Council No. 72.
City:	The Unified Government of Wyandotte County, Kansas City, Kansas.
County:	Wyandotte County, Kansas.
Department:	A Department of the Unified Government of Wyandotte County, Kansas City, Kansas.
Division:	A Division of the Unified Government of Wyandotte County, Kansas City, Kansas.
Employee:	A member of the bargaining unit herein as certified by the Kansas Public Employer-Employee Relations Board.
Employer:	Unified Government of Wyandotte County, Kansas City, Kansas.
Gender:	The male shall include the female and the female shall include the male.
Immediate Supervisor:	The person directly above the employee in the chain of command.
Memorandum:	The Memorandum of Agreement between Unified Government of Wyandotte County, Kansas City, Kansas and A.F.S.C.M.E. on behalf of the recognized bargaining unit members.
Part-time A Employee:	An employee who works at least a 20-hour week, year round.
Part-time B Employee:	An employee who works less than a 20-hour week, year round.
H.R.G.	The Unified Government's Human Resource Guide.
P.E.R.B.:	Kansas Public Employer-Employee Relations Board.

Regular Employee: Unified Government employee who has successfully completed his probationary period and who regularly works a forty hour week on a year-round basis.

Unified Government: The Unified Government of Wyandotte County/Kansas City, Kansas

Union: American Federation of State, County and Municipal Employees, Local No. 3475 of Missouri/Kansas State, Council No. 61.

MEMORANDUM OF AGREEMENT

ARTICLE 1 - PREAMBLE

§ 1.1 Preamble

This Memorandum of Agreement is entered into by and between the Unified Government of Wyandotte County/Kansas City, Kansas, hereinafter referred to as the "UG" or "Employer" and Local No. 3475 of Missouri/Kansas State Council No. 61, American Federation of State, County and Municipal Employees, hereinafter referred to as the "Union."

It is the purpose of this Memorandum to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences that may arise, and to establish proper standards of wages, hours and other conditions of employment.

ARTICLE 2 - RECOGNITION

§ 2.1 Recognition

The Employer recognizes the Union as the exclusive bargaining representative for the employees of UG as set forth in Kansas Public Employer-Employee Relations Board Unit Determination Case No. 75-UDC-1A-1B-1C-1987, dated July 14, 1987, as amended by agreement of the parties or further order of PERB.

§ 2.2 Part-Time Employees

If a part-time employee works 40 hours or more for a six-month period, the Union may request in writing and the Unified Government shall then consider whether such position shall be created as a full-time position. Seasonal employees are not included herein. Part-time employees who work more than 40 hours in a given work week shall be paid overtime or

receive compensatory time, at the supervisor's discretion, at the rate of one and one-half times their base hourly rate.

§ 2.3 New Positions

When any new regular employee job classification is created in UG which classification is not contained in any other UG bargaining unit, the UG will notify the Union. If UG and Union agree that the classification is included in this bargaining unit the rate of pay for said classification shall be subject to the meet and confer process.

§ 2.4 Working Out of Classification - Duties/Pay

Regular employees routinely performing (the duties and responsibilities of a higher paid job classification for five (5) consecutive workdays, shall be compensated at the rate of pay of the higher rated job classification beginning on the second (2nd) consecutive workday. The appropriate supervisor shall make a determination of what is required for bargaining unit employees to become certified and fully qualified in higher rated job classifications within the employee's division, department or unit to which the employee may be assigned to work. Employees performing the step up duties of a supervisory position shall be compensated at the first step within that salary range which would provide an increase to the employee.

§ 2.5 Job Audits

The UG shall provide, upon written application on the UG approved form and with the appropriate supervisor's approval, a review of an employee's classification in accordance with the provision of UG's Human Resource Guide in effect at the time of the request. The UG's initial response to the employee's written request will be provided in writing to the employee and the Union within 45 days. From the time the audit is granted the UG shall have 110 days to complete the audit.

§ 2.6 Orientation

UG shall make every reasonable effort to provide new employees with an orientation program within a reasonable period of time after initial employment. New bargaining unit employees shall be informed of the Union's representation and the identity of the designated Union representative who may provide further information. UG shall also distribute to new bargaining unit employees informational packets about the Union, which packets shall be prepared, printed and delivered by the Union to the UG Human Resources Department. UG shall provide to the Union quarterly, a list of all current AFSCME covered employees upon union's request. UG will make a reasonable effort to provide the requested within a reasonable time frame.

ARTICLE 3 - NON-DISCRIMINATION

§ 3.1 Discrimination Prohibited

Neither UG nor the Union shall discriminate against an employee covered by this Memorandum in a manner which would violate any applicable laws because of race, creed, color, national origin, age, gender, religion or disability.

§ 3.2 Union Membership or Activity

Neither UG nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership or exercise of their rights under this Memorandum.

§ 3.3 Union Fair Representation

The Union recognizes its responsibility as bargaining representative and agrees fairly to

represent all employees in the bargaining unit.

ARTICLE 4 - UNION/UG COOPERATION-MANAGEMENT RIGHTS

§ 4.1 Union/UG Cooperation

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

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

§ 4.2 Management Rights

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

The exclusive rights of the UG shall include, but are not limited to, its right to determine the qualifications of its employees; to establish or continue policies, practices and procedures for the conduct of UG and to change or abolish such policies, practices or procedures; to introduce new or improved methods, equipment or facilities; to discontinue processes or operations or to discontinue their performance by employees; to select, determine and schedule

the number and type of employees required; to assign work to such employees in accordance with the requirements determined by UG; to establish and change work schedules; to determine the facts of lack of work; to direct the work of its employees; to hire, promote, demote, transfer, assign and retain employees in positions within the public agency; to discipline, suspend or discharge employees for just cause; to maintain the efficiency of the governmental operation; to lay off employees; to take actions as may be necessary to carryout the mission of UG in emergencies; to determine the methods, means and personnel by which operations are to be carried on; to develop standard operating procedures, Rules of Discipline and Rules and Regulations not in conflict with this Memorandum; to establish and maintain reasonable standards for wearing apparel and personal grooming and all other prerogative and responsibilities normally inherent in management of UG which are not in conflict with specific provisions of this Memorandum.

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

§ 4.3 Labor Management Committee

A. Committee Makeup

The Employer and the Union agree to create a Labor Management Committee. This Committee shall consist of six (6) members, three (3) members shall be appointed by UG and three (3) members shall be appointed by the Union.

B. Committee Meetings

The Committee shall meet within thirty (30) days of written notice of a request to the other party for such meeting by the Union President or designee or the Personnel Director of UG or designee.

C. Purposes of Meetings

The purpose of the meetings shall be to:

1. Establish an effective employer-employee relationship;
2. Discuss the administration of this Agreement;
3. Disseminate information of interest to the parties; and,
4. Discuss other items as mutually agreed prior to the meeting.

The committee shall have no authority to change, delete or modify any of the terms of the existing Memorandum of Agreement nor to settle any grievances arising under the Agreement. Action taken by the committee would be non-binding upon the Union and the Employer.

D. Department or Division Labor Management Committees

Nothing herein shall prohibit UG Departments or Divisions from forming their own Labor-management committees. These committees may be formed by the Department or Division Head and the Union. These committees shall meet within thirty (30) days from the date of written notice by the Union President or designee to the Department or Division Head or designee and the Personnel Director or designee or notice by the Department or Division Head or designee to the Union President or designee requesting such meeting.

E. Informal Meetings

Nothing in this Article precludes the Employer and its designees from meeting with employees, Union Stewards or other designated Union representatives on an informal basis.

ARTICLE 5 - PROBATIONARY PERIOD

There are two classifications of probationary periods for employees. The first is

applicable to new hires and the other is employees who have been promoted to or transferred to other bargaining unit classifications.

§ 5.1 New Hires

New employees shall be considered Probationary Employees for the first six (6) months of their employment, unless extended in writing by mutual agreement of the UG and the Union. Any interruption of employment (leave, sickness, etc.) in excess of five (5) days during the probationary period shall not be counted as part of the probationary period. During this probationary period, an employee shall be given instruction as to the duties of the position to which he is assigned. A general outline of his job duties for his new position shall be provided.

Probationary employees may be discharged at the sole discretion of UG without recourse to the provisions of this Memorandum. Probationary employees shall not accrue seniority until the completion of their probationary period. Upon the completion of their probationary period, the employee's seniority date will be measured from their date of hire as provided in Article 6.

§ 5.2 Promotions, Demotions and Transfers

An Employee who receives a promotion, demotion or transfer to another bargaining unit classification shall serve a probationary period of ninety (90) calendar days in such classification, unless extended by mutual written agreement between UG and the Union, before such appointment becomes permanent. During this period the employee shall be given instruction as to the duties of the position to which he is assigned. An employee who does not perform his duties satisfactorily or who is dissatisfied with his new position may be returned to his former position at any time within the ninety (90) calendar day period at the discretion of the UG. If his former position is no longer vacant, the UG shall make a reasonable effort to place the employee in a vacant position most equitable in pay to the former position held by the

employee and for which the employee is qualified elsewhere in UG.

ARTICLE 6 – SENIORITY AND JDO BIDDING

§ 6.1 UG Seniority

UG seniority shall be measured by continuous service as an employee of UG, the County or the City. This service shall be measured from the date of last hire. Seniority shall be broken by discharge, resignation, retirement, layoff in excess of twelve (12) months, permanent disability, suspensions of thirty (30) days or more if the employee is called back to work from layoff and does not report for work within fourteen (14) calendar days, failure to return to work at the expiration of any approved leave of absence, vacation or disciplinary layoff. In case of disputes concerning seniority, the Employer's records shall govern this measurement. In the event seniority is the same, the senior employee shall be determined in inverse alphabetical order by the last name of the employee as such last name appears on UG's payroll records. Temporary or part-time employees shall not accumulate nor exercise any seniority rights except part-time A or B employees shall accumulate seniority in relation only to other part-time employees concerning layoffs and bidding for part-time positions. UG seniority will be utilized as indicated in this Memorandum.

§ 6.2 Seniority Lists

The Union will be provided with a seniority list annually. Said list shall be posted at reasonable locations. Seniority lists shall contain the name of the employee, classification, position number and seniority date. In the event an employee believes an error has been made as to his position on the seniority list, he shall notify Human Resources in writing within five (5) calendar days of the list's posting. Employees who were previously employed by Wyandotte

County who accrete to this bargaining unit shall have their seniority (last date of hire) dovetailed within the bargaining unit's then existing seniority list. Upon request, the President, or his/her designee, may obtain an updated seniority list from the Human Resource Director.

§ 6.3 Bidding Procedures – Juvenile Detention Officers

a. Annual Bid

Juvenile Detention Officers (JDOs) shall be assigned annually to their respective shifts and days off on a bid basis in accordance with seniority. Bidding shall occur annually on or before December 15 of each year to become effective the first day of the first pay period in January. Probationary JDOs shall have no bidding rights, and may be assigned at the discretion of the employer after all eligible JDOs have bid. Bidding shall occur at a designated place which is mutually agreed upon by the employer and the union and shall take place between the hours of 0800 and 1700. JDOs shall be assigned a time to bid in accordance with their seniority. Once a JDO has submitted his bid, he shall immediately leave the bidding area.

b. Absentee Bid - Failure to Bid

In the event a JDO is going to be absent during the entire period in which he is assigned to bid, he shall have an opportunity to exercise his bid right by proxy. The proxy shall be signed by the Deputy and shall specify four alternate bid choices. The proxy shall be given to the President of the Union or his designee, who shall exercise it, and provide one copy to the employer's designee. If the absent JDO is unable to obtain a bid position with any of his alternative choices, he shall then be assigned to an unbid position by the employer's designee.

JDOs who do not exercise the opportunity to bid during the appropriate period shall forfeit their right to bid. The JDO may be assigned to any unbid position by the employer's designee. All bids shall be tabulated and certified by the employer's designee, and the President of the union or

his designee.

Prior to implementation, the Employer agrees to notify the union at least 30 days in advance of any changes or additions in bid assignments or shifts and allow for rebids or 'bumps' where applicable.

ARTICLE 7 - PROMOTIONS AND RECRUITMENT

§ 7.1 GENERAL

- A. It is understood and agreed that it is the responsibility of the Employer to determine the size of the work force, to declare job opportunities available and to determine relative qualifications, including ability, education and experience of employees applying for a vacant position.
- B. In order to qualify for a permanent promotion, an employee must be able to immediately perform the job and must have been properly tested or certified where necessary.
- C. Employees may submit resumes and applications for UG positions outside of the bargaining unit.

§ 7.2 Permanent Vacancies

A. Determination to Fill

When any permanent job vacancy exists in a bargaining unit position, UG may determine within forty-five (45) days from the declaration of the vacancy by UG, whether such position shall be filled. When such determination to fill the position is made, the Union shall be notified of same. If it is determined that the position is to be filled, it shall be posted within fifty (50) working days from the determination to

fill it or within a reasonable time thereafter. However, even if the Employer initially determines not to fill a position, the Employer expressly reserves the right at any later time, to determine that such position should be permanently filled and may then post the same for applications.

B. Procedure to Fill

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

- 1) Such job vacancies shall be posted not less than seven (7) calendar days along with information relating to the qualifications required for the position and the department to which the position is assigned.
- 2) Employees desiring to apply for a job vacancy may do so by being qualified and/or certified and submitting a completed job application to Personnel within the posting period.
- 3) Such vacancies shall be awarded to the best qualified applicant considering the applicant's training, tests scores, education, experience, performance and ability as long as such selection does not contravene any affirmative legal responsibility placed upon UG, and if all qualifications are equal, then UG seniority shall control in selection of the employee to fill the job vacancy.

C. Entry Level Treasury Positions.

The positions of Fiscal Support Assistant and Administrative Support Assistant in Motor Vehicle within the Treasury Department of the Employer shall be exempt from the requirements of Subsections A. and B. of this Section 7.2 when the Employer is filling such positions. The Employer is not required to

post these positions internally within the bargaining unit prior to seeking outside applicants.

§ 7.3 Filling Vacancies

Consistent with UG's equal employment opportunity statements, as amended from time to time, such amendments shall be provided to the Union in a timely manner, it is agreed that when reasonable vacancies occur in positions within the bargaining unit they shall be filled by the promotion or selection of the best qualified employees. However, nothing herein shall prohibit the Employer from advertising for applicants for bargaining unit positions, which positions, within UG's determination, require special education, training, ability, experience or certification, or for positions which have been posted and remain unfilled due to lack of qualified applicants.

ARTICLE 8 – LAYOFFS, RECALL AND POSITION ELIMINATION

§ 8.1 Notice of Layoff

When it is determined that a reduction in force is necessary, UG will notify the Union and affected employees of the impending layoff and the date thereof. In the event the UG decides to permanently eliminate a vacant position the Union shall be notified prior to the elimination.

§ 8.2 Layoff

- A. Layoffs or job displacement due to reduction in force shall be made according to UG seniority, by job classification or within a classification's line of progression (e.g. Office Assistant III, II, I; Data Control Clerk III, II, I; Engineering Technicians II, I; Parking Control Officer II, I; Program Technician II, I etc.). Provided further

that senior employees within that classification line of progression may displace the most junior employee in their classification or line of progression provided further, the bumping employee is immediately capable of performing the duties of the new position within an eighty (80) working hour orientation period. UG shall provide a written evaluation at the conclusion of the orientation period. The displaced and most junior employee within the classification line of progression shall have no displacement rights, but shall possess recall rights set forth in § 8.3 except that if the former position of a laid off employee, whose seniority was not severed is recreated, that employee shall be given the right of first refusal to be recalled back to that position. If the employee refuses, then the seniority is immediately severed.

- B. No regular employee in the bargaining unit shall be laid-off as long as there are probationary employees working in the affected classifications.
- C. Nothing in this Memorandum shall prohibit the employer from entering into discussions of alternatives to layoffs with the Union.

§ 8.3 Recall Rights

- A. The order of recall shall be governed by the employee's qualifications and UG seniority within his former job classification.
- B. Notification of recall shall be given by the UG by certified mail, return receipt requested, to the recalled employee at his last address furnished to UG.
- C. Within ten (10) calendar days after such notice is postmarked, the employee must advise the Personnel Division whether he accepts such reinstatement. Any recalled employee who fails to notify the Personnel Division within ten (10) calendar days, as outlined above, shall forfeit all seniority rights and opportunities for future recall.

The next qualified employee on the appropriate seniority list may be notified of the opening and the above procedure shall be repeated until the vacancy is filled. If no qualified employee remains on the appropriate seniority list to fill the vacancy, then the vacancy may be filled by new hires.

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

ARTICLE 9 - WORK PERIODS

§ 9.1 General

UG has the management right to change the hours of work shifts or work periods and to institute new work shifts or periods. The employer will make reasonable efforts to notify the designated Union representative of major changes in work shifts or work periods in advance of such changes. When new permanent work shifts are created, employees within the affected units and employee classifications may express their desire to be assigned to any new permanent work shift within their unit and classifications. If the employees are immediately qualified to perform the duties of the position, then seniority shall be used in assigning employees to such new permanent work shifts within the appropriate unit and job classification.

§ 9.2 Standard Work Week

The standard work week for regular employees other than Juvenile Detention Officers (JDOs) shall be forty (40) hours, within a consecutive seven (7) day period with two (2)

consecutive days off, except where operational needs require otherwise. The standard work period for Juvenile Detention Officers shall be eighty-six (86) hours within a consecutive fourteen (14) day period with two (2) or more consecutive days off twice during the fourteen (14) day period. The standard work period may be varied where operational needs require otherwise. Employees shall be advised of any changes in the beginning of their standard work week.

§ 9.3 Standard Work Day

Except during shift or job change periods, a standard work day for regular employees other than Juvenile Detention Officers shall consist of eight (8) consecutive hours in a twenty-four (24) hour period, except for a thirty (30) or sixty (60) minute intermission for lunch as provided in § 9.4 and except where alternative work schedules have been assigned. For Juvenile Detention Officers a standard work day shall consist of twelve (12) hours in a twenty-four (24) hour period, except for a thirty (30) minute intermission for lunch as provided in § 9.4.

§ 9.4 Meal Period

Each employee whose work hours cover a nine (9) hour period (e.g. 8:00 a.m. to 5:00 p.m.) shall be entitled to a sixty (60) minute meal period. Each employee whose work hours cover an eight and one-half (8.5) hour period (e.g. 8:30 a.m. to 5:00 p.m.) shall be entitled to a thirty (30) minute meal period. Each employee whose work hours cover a twelve (12) hour period shall be entitled to a thirty (30) minute meal period.

§ 9.5 Rest Periods

Employees will be allowed not to exceed two (2) fifteen (15) minute rest breaks (one in the morning and one in the afternoon), or an equivalent amount of time, per normal working day. Employees working more than the standard eight (8) hour work day shall be entitled to an

additional fifteen (15) minute break for each four (4) hours worked. Designation of rest break times and locations shall be at the supervisor's discretion. Rest breaks shall not be taken in conjunction with the employee's lunch period, except at the request of the employee's supervisor.

§ 9.6 Alternative Work Schedules

The employer agrees that it will investigate possible alternative work schedules, when deemed appropriate.

§ 9.7 Tardiness or Failure to Punch Time Card

- A. Employees reporting late for work, i.e., unprepared to begin their work at the beginning of the scheduled shift, or failing to punch their time card will be disciplined according to the following schedule:

1 to 8 minutes late - no penalty, except as provided in paragraph (B) herein.

After 8 minutes late, docked for time actually missed.

- B. Employees who are tardy or fail to punch their time card three (3) times in a twelve consecutive month period shall be classified as habitual offenders of being tardy for work. After the third tardy, the employee will be advised in writing that any further tardies or failure to punch time clock are subject to discipline as set forth below, in addition to the provisions of section A above:

Fourth offense in consecutive 12 month period: written warning.

Fifth offense in consecutive 12 month period: 1 day suspension without pay.

Sixth offense in consecutive 12 month period: 3 day suspension without pay.

Seventh offense in consecutive 12 month period: Termination.

- C. Supervisor(s) have discretion to excuse tardiness on a case by case basis. The

supervisor(s) decision on whether to excuse the tardiness or failure to punch the time clock is final and is not subject to any grievance procedure or other review. However, any discipline imposed as a result of the tardiness or failure to punch the time clock is subject to the grievance procedures in this contract.

ARTICLE 10 - OVERTIME

§ 10.1 Overtime

All employees other than Juvenile Detention Officers shall receive one and one-half (1 ½) times their actual hourly rate of pay or compensatory time for work performed in excess of forty (40) hours in a given work week. Juvenile Detention Officers shall receive one and one-half (1 ½) times their actual hourly rate of pay or compensatory time for work performed in excess of eighty-six (86) hours in a given work period. Compensatory time may be accrued, up to a maximum of two hundred forty (240), in lieu of overtime payment at the employee's election with approval by the appropriate supervisor. Use of compensatory time shall be authorized by a written request by an employee and written approval by the immediate supervisor and Department head. Overtime shall only be time actually worked and when approved by UG. Provided that, for purposes of overtime calculations, the hours taken by an employee as a holiday (§§ 18.1, 18.2, 18.3), worked during a holiday (§ 18.4) or vacation (Article 17), except as provided in § 17.7 herein, shall be considered as hours worked within a given work week.

§ 10.2 Duty to Perform

Employees are required to work reasonable amounts of overtime when requested by the employer. In cases of emergency, as determined by the appropriate supervisor, employees are

required to remain fit to perform and work overtime as requested and are subject to discipline for any refusal to so work. When notified by their supervisor during their normal work shift that they may be called for overtime during their non-working hours, employees must be available to answer and respond to notice from UG to work overtime. Any employee who refuses work or does not maintain fitness for duty for such an overtime work assignment may be subject to discipline.

§ 10.3 Distribution of Overtime

To the extent reasonable, overtime will be distributed as equally as possible among regular employees of the same classification in a Department/Division who are willing to work overtime.

Qualified employees may volunteer to work overtime by placing their name on the appropriate overtime list. These lists shall be posted every quarter by the appropriate Division for sign up purposes. Each list will be exhausted before returning to the top person on the list, except when new lists are issued.

In addition to the volunteer list each Department/Division will maintain a forced overtime list. Employees will be placed on the list in the order of inverse seniority. When the employer determines that overtime is needed and no volunteers can be garnered then the employer will utilize the forced overtime list starting from the top down. Once an employee has worked forced overtime their name will fall to the bottom of the forced overtime list.

Except in cases of emergencies no employee will work more than 20 hours of forced overtime, inclusive of any scheduled overtime, in a standard work week. There shall be no limit on voluntary overtime.

§ 10.4 Overtime Credits

Employees shall receive overtime credits in one-quarter (1/4) hour increments. Any time an employee is assigned and works at least eight (8) minutes of a worked quarter (1/4) hour of overtime, he shall be credited with one quarter (1/4) hour at the appropriate overtime rate.

§ 10.5 Overtime Call In/Back Time

A. Vacation Period or Regularly Scheduled Day Off

When an employee is called in to work during his vacation or one of his regular days off, then he shall receive a minimum of two (2) hours pay at his regular straight time rate from the time he arrives at his work.

B. Regularly Scheduled Work Day

When an employee is called back in to work, in order to perform work assigned by the UG, after his regular working hours and after he had left his last work site or been released at the conclusion of his regular work day, then he shall receive a minimum of two (2) hours pay at his regular straight time rate from the time he arrives at his work.

ARTICLE 11 - DISCIPLINE

§ 11.1 General

The Union recognizes that UG has the responsibility for maintaining discipline and the efficient and orderly operation of the various Divisions and Departments of UG. Accordingly, the authority to discipline employees is vested exclusively in the appropriate Divisions or Departments. However, the appropriate Directors or Supervisors may, from time to time, delegate this authority to subordinate supervisors. Employees, excluding probationary

employees, shall only be disciplined or discharged for just cause. Discipline or discharge for just cause shall include, but shall not be limited to, discipline or discharge for violation of the UG's Human Resource Guide, Ethics Code and Safety Rules. Consistent with other provisions of this Article, UG's rules, as may be modified from time to time by UG, shall recognize, when appropriate, corrective discipline, and shall be followed as the appropriate discipline for the specified violations. UG shall provide to the Union a copy of UG's Rules reflecting the disciplinary policy of UG and all modifications or amendments thereto within 21 days. Violations which are not specified shall be subject to discipline within UG's discretion.

§ 11.2 Imposing Discipline

- A. Discipline shall be imposed within fifteen (15) calendar days after UG is aware of the event or action giving rise to the discipline, unless UG deems it necessary to extend this time for purposes of conducting and/or completing its inquiry or investigation concerning the alleged act(s). A full explanation of this necessity shall be given to the affected employee and, if requested, to the Union following the imposition of discipline.
- B. When disciplinary action is taken, the employee shall be advised of the nature of the offense and the discipline being administered. Such notice shall be placed in writing as soon as reasonably practicable. If discipline other than a verbal warning is to be imposed, the employee may request that his Union steward be present.
- C. The severity of the discipline imposed shall be consistent with the offense committed and may include the following:
 - 1. Verbal Warning
 - 2. Written Reprimand

3. Suspension

4. Discharge

§ 11.3 Forfeiture of Benefits and Rights

Employees who are terminated for just cause shall forfeit all employment benefits and rights, except accumulated vacation days, retirement benefits in accordance with applicable law and any accrued wages.

§ 11.4 On-the-Job Injury

An employee who fails to report to his superior any on-the-job injury immediately after becoming aware of the injury shall be suspended for at least one (1) day without pay.

§ 11.5 Separation from Employment

Upon separation from employment with UG, all assigned work clothing, safety equipment, hard hats, uniforms, vests, gloves, protective eye wear, keys, tools or any other equipment or materials provided the employee by UG shall be returned. Failure to do so shall result in UG's withholding a reasonable amount, not to exceed 75% of the cost of the replacement of the issued items, from the employee's final paycheck(s) to compensate UG for such items not returned.

§ 11.6 Effectuation of Suspensions Without Pay

Except as provided herein, disciplinary suspensions without pay in excess of three (3) work days may not be effectuated until after the second (2nd) step grievance hearing response has been issued by the employer or within seventeen (17) work days of the filing of the grievance, whichever is first.

Whenever the UG is recommending the termination of an employee, the employee may be suspended prior to the completion of the second step grievance hearing. The UG shall

complete disciplinary investigations as soon as practicable, but not to exceed 90 days from the commencement of the investigation, except, in exceptional circumstances.

§ 11.7 Retention Policy for Disciplinary Records

Disciplinary actions shall be removed from the employee's personnel file, upon the employee's request, according to the following:

- A. If no further rule violations occur within a 12-month period following an oral or written warning, the employee's record will be cleared.
- B. If no further rule violations occur within an 18-month period following a suspension, the employee's record will be cleared.

ARTICLE 12 - GRIEVANCE PROCEDURE

§ 12.1 Grievances

The term "grievances" as used in this Memorandum shall be any dispute, disagreement, or difference between one or more employees and UG as to the meaning of any terms and provisions of this Memorandum. Any impasse in any negotiations for any Memorandum of Understanding or Agreement shall not constitute a grievance. Where a matter within the scope of this grievance procedure is alleged to be both a grievance and prohibited practice under the jurisdiction of P.E.R.B., the employee involved may elect to pursue the matter under either the grievance procedure herein provided or by action before P.E.R.B. If a grievance is processed beyond Step 2 of the grievance procedure, the employee(s) and the Union shall be deemed to have waived any action or right to file or proceed with such action before P.E.R.B.

§ 12.2 Supervisor-Employee Discussions

The establishment of this procedure for the formal handling of grievances shall not prohibit or discourage discussion between an employee and his immediate supervisor on any matter arising out of the employee's relationship with the Employer, and shall not prohibit or discourage the friendly solution of such matters without recourse to the formal grievance procedure. This section shall have no affect upon the time limits set forth elsewhere in this Article.

§ 12.3 Grievance Procedure

Grievances by an employee or a group of employees shall be handled in the following manner:

A. Time Limits

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

B. Commencing Grievance Procedure

This grievance procedure must be commenced within seven (7) calendar days from the time that the grievance occurred or became known, or reasonably should have been known. Otherwise it need not be considered.

C. Appeals and Responses

- 1) If a grievance is not settled at any step as herein outlined, the decision may be appealed to the next higher step in the grievance procedure within the specified time limit (or as may be mutually extended) or be considered withdrawn.
- 2) All appeals must be in writing, either on a regular grievance form or otherwise suitably and clearly stated.
- 3) All written answers on grievances shall be given to the employee and the appropriate union steward.
- 4) All appeals by employees shall be delivered by hand or by mail; and if delivered by mail, shall be considered delivered on the date of the postmark or sent by telecopier machine, if mailed to the proper party at his regular office address.
- 5) Answers and appeals may be delivered by hand, fax, e-mail or by mail; and if delivered by mail, shall be considered delivered on the date of the postmark, if mailed to the proper party at his regular office address.
- 6) If a grievance cannot be answered within a specified time in any step because of circumstances beyond UG's control, a time extension may be granted by mutual agreement.

D. Grievance Procedure Steps

Step 1:

All employee grievances, except those relating to discipline or discharge, first shall be presented in writing by the employee or employees concerned setting forth the place, date, time, nature of the occurrence upon which the grievance is based and set out the particular portions of

the Memorandum it is alleged were violated or misinterpreted or the discipline being grieved and the relief sought to the immediate supervisor within the time limits set forth in § 12.3B of this Article. The supervisor shall give his answer in writing to the employee or employees not later than the fourteenth (14th) calendar day after the day on which the grievance was so presented.

Step 2:

If a mutually satisfactory settlement of the grievance is not reached in the first step, an appeal may be taken to the second step. In such appeal the grievance shall be stated in writing and shall be delivered to the appropriate Director and Human Resources or his designee within ten (10) calendar days after the Supervisor's response to Step 1. The appeal shall set forth the place, date, time and nature of the occurrence upon which the grievance is based and shall set out the particular portions of the Memorandum it is alleged were violated or misinterpreted or the discipline being grieved.

Grievances appealed to the second step shall be discussed within ten (10) calendar days of the appeal. At such meeting, the Employer will be represented by the appropriate Director and/or his designee and the employee or employees will be represented by the appropriate union steward. All employee grievances relating to discipline and discharge of an employee will originate at the second step.

The Employer will answer the grievance in writing after the second step within seven (7) calendar days, unless such time is extended.

Step 3:

If a mutually satisfactory settlement of the grievance is not reached in the second step, an appeal may be taken to the third step. In such appeal the grievance shall be stated in writing and

shall be served upon the Administrator or his designee within seven (7) calendar days after the conclusion of the second step. The appeal shall set forth the place, date, time and nature of the occurrence upon which the grievance is based and shall set out the particular portions of the Memorandum which is alleged were violated or misinterpreted or the discipline being grieved.

Grievances appealed to the third step shall be discussed within fourteen (14) calendar days of the appeal, unless extended. At such meeting the Employer will be represented by a representative of the appropriate Department and Human Resources and the employee or employees will be represented by the Steward or Business Agent of the Union.

The Employer will answer the grievance in writing after the third step within fourteen (14) calendar days, unless extended, following the Step 3 discussion. The Administrator's decision on all disciplinary matters, except those which result in suspensions in excess of seven (7) work days or termination, shall be final and binding.

Step 4 Arbitration.

If no settlement is reached by the procedure outlined, through Step 3, discipline in excess of five (5) work days or matters of contract interpretation may be appealed to arbitration. Any request for arbitration must be made as follows:

- (1) Notice in writing of intent to arbitrate shall be delivered by the party seeking arbitration to the opposing party within thirty (30) calendar days of the completion of Step 3 in discipline cases where suspension of more than five (5) work days has been imposed and within thirty (30) days of the Administrator's decision in contract interpretation cases. The notice shall set forth the place, date, time and nature of the occurrence upon which the grievance is based and shall set out the particular portions of the Memorandum which it is alleged were

violated or misinterpreted or the discipline being grieved. If notice of intent to arbitrate is not delivered within thirty (30) calendar days of the completion of Step 3 the issue shall be deemed abandoned.

- (2) Within fifteen (15) calendar days after the above notice is delivered, the parties will mutually agree upon an arbitrator or jointly obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service, and the parties will alternately and independently strike unacceptable arbitrators from a list with the last remaining arbitrator being selected.
- (3) Employees shall not be paid for time spent in attending arbitration proceedings other than as a witness on behalf of UG.
- (4) The jurisdiction and authority of the arbitrator shall be governed by the following:
 - (a) The arbitrator shall have authority to determine the procedural rules of arbitration and shall have the authority to make such binding orders as are necessary to enable him to act effectively. He shall observe the rules of evidence and his decision shall be final and binding on both parties, except as provided in Step 5.
 - (b) The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Memorandum.
 - (c) In the resolution of disputes between the parties to this Memorandum, the arbitrator shall give no weight or consideration to any matter except the specific language of this Memorandum and is specifically prohibited from considering or basing his award on any alleged past practices of UG or Division or the Union,

prior to the effective date of this agreement.

(d) The arbitrator shall have no authority to substitute his judgment for that of the management of UG, Division or Administrator, nor shall he have authority to usurp, subtract from, modify or exercise any management right of UG or appropriate Division.

(e) The arbitrator in discipline and discharge cases, shall have power to determine the appropriate discipline.

(f) The cost of the arbitrator shall be borne equally by the parties.

(g) The arbitrator shall tape record the proceedings and make a copy of the tape available to both UG and the Union, upon request and at the expense of the requesting party.

Step 5:

If either party is dissatisfied with the decision of the arbitrator then the aggrieved party may appeal the arbitrator's decision to the District Court of Wyandotte County, Kansas, in accordance with Kansas law governing appeals from administrative bodies. The Court may only determine whether the Arbitrator's decision was arbitrary, capricious and/or unreasonable.

ARTICLE 13 - STRIKES AND LOCKOUTS

§ 13.1 Strikes and Lockouts

The Union, on behalf of its membership, recognizes that the protection of life and property is of paramount importance to itself and the Employer. Therefore, during the life of this Memorandum, the Union will not condone, nor encourage, nor instigate any work slow-down, stoppage or strike, or any action that is detrimental to the operation of UG. The

Employer agrees that it shall take no action that could be defined as a lockout, nor shall it discriminate against any employee for his action as a member of the Union, provided those actions are not prescribed by law.

Any violation of this Article may be the subject of disciplinary action, including discharge.

The Union shall, within twenty-four (24) hours of the commencement of any of the acts prohibited herein or prohibited by law, take all reasonable affirmative action to terminate such conduct.

ARTICLE 14 - UNION STEWARDS

§ 14.1 Stewards

Employees selected by the Union to act as employee representatives shall be known as "stewards". The names of employees selected as stewards and alternates who may represent employees shall be provided to UG by the Union annually during the first week of January. UG shall be notified, in writing, of any changes in the above names that may occur.

§ 14.2 Number of Stewards

The Union shall select not to exceed seven (7) stewards and seven (7) alternate stewards.

§ 14.3 Stewards' Authority

Stewards may be permitted, upon request to the appropriate supervisor, reasonable time to process and present grievances on behalf of members of the bargaining unit, provided that enough personnel remain on duty to provide the appropriate Division's required services. Time spent in handling grievances outside of the steward's normal work hours shall not be considered time spent in the employ of UG. Stewards shall not absent themselves from their work

assignments without permission of the appropriate supervisor and when absent shall advise their supervisor in writing of their whereabouts, the specific nature of the union business necessitating the absence and the anticipated duration of the absence. This request will not be unreasonably denied.

§ 14.4 Alternate Stewards

Alternate stewards shall only operate in the absence of the steward or when the steward requires representation.

§ 14.5 Prohibited Conduct of Stewards/Alternates

The stewards and alternates have no authority to encourage, incite, or condone work action against UG or any other action interfering with UG's operation. In the event of such action by any steward or alternate, he shall be subject to immediate discipline.

ARTICLE 15 - UNION RIGHTS

§ 15.1 Union Business Representative

The Union shall notify UG, in writing, of the name and address of the Council 72 business representative(s) assigned to this Unit. Any changes in such representative(s), shall also be provided in writing. The properly authorized business representative(s), upon advance notice to UG Human Resources and the appropriate supervisor, may have reasonable access to UG's premises for the sole purpose of the lawful administration of this Memorandum. The business representative(s) activities shall not interfere with the performance of any employee's duties for UG.

The Union agrees to notify the UG electronically, or in writing, of the names of the bargaining unit members who serve as officers of the bargaining unit and the duly elected

representatives who will attend the conferences or conventions under § 15.3. This notification will occur during the first week of January each year. The UG shall be notified of any changes in the above names electronically or in writing that may occur.

§ 15.2 Bulletin Boards

The Union shall be entitled to post notices of regular and/or special meetings of Local 3475 on bulletin boards located in the UG buildings set forth thereafter. These bulletin boards must be purchased and maintained by the Union. The notices should be dated and signed and removed in a timely fashion. The Union may also post, at the designated location, a listing of the officers and stewards of Local 3475. There shall be allowed one bulletin board at each of the following locations:

City Hall

Police Headquarters

Animal Control

Courthouse

Courthouse Annex

Neighborhood Resource Center (NRC)

Juvenile Detention Facility

UG must approve the specific location for the bulletin boards within each building and the size thereof. It shall be the duty of the Union to remove materials which are outdated or unauthorized.

§ 15.3 Conventions or Conferences

Duly elected Union delegates (not to exceed three (3) per convention or conference and not to exceed two conventions or conferences per year) may be permitted time off to attend the

bi-annual state or national A.F.S.C.M.E. or AFL-CIO convention. Provided that, such time off may be charged to the employee's accumulated vacation, compensatory time or leave without pay. Leaves without pay and compensatory time usage shall be applied for and may be granted in accordance with the applicable sections of UG's Human Resource Guide. Provided further that, any employee may not use more than a total of six (6) leaves without pay days in any calendar year for this purpose. Provided, further, that UG must have adequate staffing to provide the services of the employee's Division, Department or Unit in their absence in order to allow the employee to be absent for this purpose.

§ 15.4 Employee Attendance at Conferences, Seminars and/or Workshops

Employee attendance at conferences, seminars and/or workshops shall be governed by the applicable portions of UG's Human Resource Guide.

§ 15.5 Payroll Deduction of Dues

UG agrees to deduct, once each month, dues in an amount certified by the Union and authorized in writing by the employees who individually request, in writing (Dues Deduction Authorization Form), that such deductions be made. Employees may revoke the authorization by giving notification during the month of January of any year, to the Employer and to the Council 61 office. The total amount of such authorized deductions shall be remitted by the Employer to Council 61.

§ 15.6 Job Descriptions

When job descriptions are updated the UG shall provide copies to the Union upon request.

ARTICLE 16 - LEAVES OF ABSENCE

§ 16.1 Leaves of Absence

Leaves of absence shall be without pay unless specifically stated that they are to be with pay.

§ 16.2 General Leaves of Absence

Any general leave of absence that may be granted is the decision of the Administrator. The maximum general leave of absence shall be thirty (30) calendar days. The Administrator, at his discretion, may extend a General Leave, but not for more than thirty (30) calendar days. Any employee desiring a general leave of absence or extension thereof shall submit a written request to his Director setting forth the reasons for the request at least seven (7) calendar days prior to the commencement of the requested leave, or extension thereof, except in cases of emergency. An employee on general leave of absence shall not be entitled to receipt of any benefits under this Memorandum or under law.

§ 16.3 Military Leave

Any employee who voluntarily or involuntarily enters active duty in any branch of the military service, including all guard and reserve units of the armed forces of the United States, may be placed on military leave of absence without pay. Any employee who is a member of the National Guard or any other component of the Military Reserve may be granted a leave of absence without pay to meet his military obligation in accordance with federal law. Military obligation means required summer camps and meetings, and may or may not, in accordance with Federal Law, include camps and training sessions attended voluntarily. In either case, such employee shall comply with existing Federal law and regulation and shall comply with UG procedures in requesting such leave and upon his separation from the service he shall be entitled

to such benefits accruing to him under existing Federal laws and regulations. An employee on military leave shall report for duty with UG within ninety (90) days of his separation from service on his initial tour of duty or he will be considered as having voluntarily resigned. Neither sick leave nor vacation time shall accrue during military leave.

§ 16.4 Funeral Leave

Each employee shall have, in the event of a death in his immediate family, three (3) consecutive calendar days off with pay, commencing any time from the day of death through the day of the funeral. The employee may be granted one (1) additional day off with pay for verified travel in excess of 500 miles. The term "immediate family" shall include the employee's spouse, children, step-children, grandchildren, parents, adoptive parents, step parents, grandparents, brother, sister, parents of spouse, grandparents of spouse, brother-in-law, sister-in-law, son-in-law, and daughter-in-law or any relative residing in employee's home immediately prior to the date of death. A Department Head may grant, within his sole discretion, to employees, the use of accrued and unused compensatory time, vacation or holidays for an employee to attend other funerals. The employee must provide satisfactory proof of death and his attendance at the funeral.

§ 16.5 Jury Duty

If an employee is absent from work because of jury service, he shall be paid his regular rate of pay.

§ 16.6 Sick Leave

A. Entitlement

- 1) All regular employees hired before January 1, 2016 shall be allowed leave with pay on account of sickness or non-duty related injury at the rate of one and one-fourth (1

1/4) calendar days for each calendar month of full service by such employees, credited at month's end. All employees hired on or after January 1, 2016 shall be entitled to prorated sick leave which will be earned at the rate of one (1) day for each full month of service.

2) Sick leaves shall not accumulate during general leaves of absence, extended military leave, suspensions or layoff.

3) Employees must actually work or be credited with working at least seventeen (17) days per month in order to accumulate the referenced Sick Leave entitlement.

B. Limitation of Accumulation

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

C. Retirement

For those employees hired before January 1, 2016, at retirement (or upon death while employed), if the employee has sick leave on the books, he will receive a bonus: Three (3) months pay is given as a reward to the employee who has at least ninety (90) working days of sick leave on the books; the reward for less than ninety (90) working days of sick leave is given by exchanging one (1) working day for one (1) calendar day and prorating at one-thirtieth (1/30) of a month for each calendar day. Those employees hired on or after January 1, 2016, upon retirement shall receive regular straight time compensation for fifty percent (50%) of accumulated unused sick leave, but such compensation shall not exceed two (2) months base pay.

D. Voluntary Resignation

Upon an employee's voluntary resignation from employment with the Unified Government, which does not include involuntary termination of employment by the UG,

resignation without provision of at least two (2) weeks written notice by the employee, or the granting of a regular or disability retirement, the resigning employee shall be entitled to receive pay for a portion of his accumulated sick leave based upon the following conditions:

- 1) Accumulated sick leave for these purposes is computed by exchanging one sick day for 1/30th of a months pay at the employee's base pay rate.
- 2) Schedule for sick leave payment:

<u>Continuous Completed Years of Service</u>		<u>Fraction of Base Months Pay</u>
0 - 4 Years		0
5 - 7 Years	-	10/30th
8 - 10 Years	-	15/30th
11 - 13 Years	-	20/30th
14 - 16 Years	-	25/30th
17 - 19 Years	-	30/30th
20 Years or more	-	35/30th

Under no circumstances shall an employee be paid more than the maximum payout set forth herein.

E. Use Provision

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

- 1) Sick leave may only be used for the purpose for which it was intended, that being to provide an employee with protection against a loss of pay due to a bona fide illness or non-duty related injury. Sick leave may be utilized for maternity leave, physical or mental illness, or to attend to the employee's children, spouse or parent, who reside with the employee and whose illness or injury requires the employee's presence.

- 2) The granting of sick leave shall be the determination of UG.
- 3) The employee shall not be entitled to receive paid sick leave unless he shall notify his immediate supervisor of his illness before such paid sick leave is due to begin, unless the delay of such notification can be shown to be unavoidable.
- 4) If UG has reasonable grounds to believe sick leave is being abused, it may, at its discretion, require any employee requesting sick leave to furnish substantiating evidence or a statement from the employee's attending physician or nurse practitioner, certifying that absence from work was required due to bona fide illness or non-duty related injury. If the employee does not furnish substantiating evidence or a physician or nurse practitioner's statement, the employee may be subject to discipline.
- 5) UG shall have the right, at its discretion, to verify any report of a physician or nurse practitioner concerning the illness or disability of any employee and to require the employee to be examined, at UG's expense, by a physician or nurse practitioner selected by UG to determine the nature and extent of the illness or disability.
- 6) Employees on sick leave are prohibited from being gainfully employed by any employer other than UG.
- 7) After any extended illness, an employee shall be required to provide a release from a hospital or physician or nurse practitioner that the employee is able to return to duty.
- 8) If an employee is granted sick leave to a specific date and returns to work prior to such date, the employee must notify his Department or Division within five (5) calendar days of his return or he will forfeit his sick leave through the original date granted.

9) Any regular employee who is absent for more than three (3) consecutive work days due to illness or off-duty injury shall furnish to his supervisor a certificate from a duly licensed physician or nurse practitioner, verifying the illness or injury and the probable length of time it will be necessary for the employee to be absent due to such illness or off-duty injury, such certificate shall be considered part of the employee's personnel record.

F. Excessive Use Category

If any employee, within any twelve (12) consecutive month period, has either: 1) used sick leave on seven (7) or more occasions or 2) used three (3) or more sick leaves immediately before or immediately after his regular days off, vacations days, holidays, or any paid leave of absence; he shall be classified as an "excessive user of sick leave". The employee shall be notified, in writing, when he is so classified and shall be subject to the following rules concerning use of sick leave:

1) For the following twelve (12) month period, which commences on the date of the last sick leave occurrence that causes the employee to become categorized as an excessive user of sick leave rather than the date upon which the employee is notified of his classification as an excessive user of sick leave, the employee shall furnish a statement from a licensed physician or nurse practitioner, to his supervisor on each occasion the employee uses sick leave. The statement shall contain the physician or nurse practitioner's report as to the cause for the employee's absence, the treatment being provided, the probable length of time of the necessary sick leave and the physician or nurse practitioner's statement that the employee was unable to work the day that he was absent. If the employee does not furnish a physician or nurse practitioner's statement as

provided, he shall receive the following discipline:

- a) 1st offense -- four (4) work days suspension without pay.
- b) 2nd offense -- seven (7) work days suspension without pay.
- c) 3rd offense -- termination.

2) If the "excessive user" employee during the following twelve (12) consecutive month period shall either: a) use sick leave on seven (7) or more occasions, or b) use three (3) or more sick leaves immediately before or immediately after his regular days off, vacation days, holidays, or any paid leave of absence, then in either case he may be subject to termination.

3) Sick leave use for prearranged physician's, dentist's or oral surgeon's appointments, when the employee is absent from work for four (4) hours or less, shall not be considered a use of sick leave for purposes of identifying excessive users, provided that the employee, upon request, provides satisfactory verification that he has actually attended said appointment.

§ 16.7 Personal Leave

Employees may, with the immediate supervisor's and the Director's written permission, take a personal leave with pay. This personal leave shall not exceed (3) days and will be charged to the individual employee's accumulated sick leave. No employee shall be entitled to more than three (3) days of personal leave in a calendar year.

§ 16.8 Sick Leave Donation

1. Bargaining unit members may donate up to 40 hours per calendar year of sick leave to other eligible bargaining unit members who have a catastrophic or life threatening illness or are providing care for those persons identified in § 16.6 E. 1. who have a catastrophic

or life threatening illness whether or not those persons reside with the employee and have exhausted all paid leave time. The donating employee must have at least 100 hours of sick leave accrual remaining after the donation. The donating employee may specifically designate to whom the donated hours may be given.

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

3. Employees on workers' compensation leave or receiving disability payments from a UG sponsored disability policy are not eligible for donated sick leave. Employees disciplined for violation of the sick leave policy set forth in this contract during the previous twelve (12) months are not eligible to receive donated sick leave. Employee must have successfully completed their probationary period in order to be eligible to receive donated sick leave.

4. Donations and requests for donations should be made on forms and turned into Human Resources. Human Resources staff will administer the program and determine eligibility based upon criteria stated in this policy. Human Resources staff will consult with employee's department head regarding the request and grant the number of hours needed each payroll to those eligible employees so long as sufficient hours have been donated by bargaining unit members.

ARTICLE 17 - VACATIONS

§ 17.1 General

For those employees hired before January 1, 2016, after completing one (1) year of service, each regular employee shall be entitled to vacation pay which will be prorated in accordance with § 17.5 of this Article for any portion of the initial year of employment

occurring before January 1. Thereafter, vacation pay shall be earned from January 1 of each year to January 1 of the next year as provided in § 17.2.

For those employees hired on or after January 1, 2016, after completing six (6) months of service, each regular employee shall be entitled to vacation pay which will be prorated in accordance with § 17.5 of this Article. Thereafter, vacation pay shall be earned on a monthly basis.

§ 17.2 Vacation Entitlement-2018-2019

Employees covered by this Memorandum hired before January 1, 2016 will be entitled to the following vacation entitlements:

<u>Continuous Completed Years</u>	<u>Vacation Entitlement</u>
1 through 4 years	88 hours (11 eight-hour work days)
5 through 8 years	136 hours (17 eight-hour work days)
9 through 13 years	160 hours (20 eight-hour work days)
14 through 19 years	200 hours (25 eight-hour work days)
After 19 years	224 hours (28 eight-hour work days)

For those employees hired on or after January 1, 2016, each employee shall be entitled to a vacation, accrued on a monthly basis, as provided herein upon:

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

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

§ 17.3 Holidays and Scheduling

The vacation period and schedule of vacation of each qualified employee shall be set by seniority within job classifications, job assignments and desire and preference of the employee, consistent with the efficient operation of UG. Seniority may only be exercised by the individual employee on his first choice for a vacation period.

§ 17.4 Exception

Employees shall not accrue vacation time while on leave of absence, layoff, suspension or while absent due to an injury or illness unless they are on approved sick leave. In the event an employee is absent from work on an authorized leave of absence, or on layoff status or due to a non-work related illness or injury for which he is not on approved sick leave, his vacation pay shall be reduced pro rata to the portion of the year he earned and was eligible for vacation privileges.

§ 17.5 Pro rata Vacation

For the purpose of computing vacation pay, for those employees hired before January 1, 2016, an employee shall earn one-twelfth (1/12) of his vacation pay for each month of service during the twelve month period preceding January 1 of each year. For those employees hired on or after January 1, 2016, vacation shall be accrued monthly. Each month in which an employee works one hundred thirty-six (136) hours shall be considered a month of service.

§ 17.6 Vacation Buy-Out

Employees shall be entitled to be paid in cash at the time of retirement or separation from employment with UG for accrued unused vacation pay standing to his credit at the time of his

retirement or separation. In the case of death in service of any employee, such payment shall be paid to the person or persons designated as that employee's beneficiary or beneficiaries under the Kansas Public Employees Retirement System (K.P.E.R.S.)

§ 17.7 Scheduling

A. Increments:

Employees shall be required to take their vacation at a minimum of five (5) eight hour days or the equivalent in work hours at a time, except that employees working eight(8) hours per shift may request to take up to ten (10) eight (8) hour days and employees working twelve(12) hours per shift may request to take up to eight (8) twelve (12) hour days, or the equivalent in work hours of their annual vacation entitlement in one day increments and they may request to take up to two days or the equivalent in work hours of their annual vacation entitlement in one-half the assigned shift which shall not be credited as time worked for overtime computation purposes schedule permitting and when the request is approved by the appropriate supervisor.

For those employees assigned to twelve (12) hour shifts per day, each day of vacation entitlement shall be in the same number of hours as the employees then assigned shift even if the employee's shift was different when the vacation entitlement was earned.

B. Notification:

Employees shall state in writing to the UG their preference for scheduling of their vacation time by no later than February 1 of any year. UG shall attempt to meet the employee's stated preference based upon the employee's UG seniority. UG shall post the vacation schedules by March 1 of that year. In any event, all vacations

must be scheduled in accordance with the UG's needs by July 1 of the same year or they shall be assigned by UG. Employees may be entitled to trade assigned vacation time, not to exceed five (5) days, with other qualified employees when written request is made for such trade, signed by both trading employees, and approved by UG.

C. Carry Over:

Employees may be allowed to carry over up to five (5) eight hour working days or the equivalent in work hours of vacation to the next calendar year, provided that the total amount of carried over vacation may not exceed ten (10) eight (8) hour working days or the equivalent in work hours.

D. Emergency or Short Notice Use:

Employees may request the use of up to two (2) vacation days per calendar year for unforeseen circumstances subject to the staffing needs of the Department and subject to supervisory approval. Such requests will not be unreasonably denied.

ARTICLE 18 - HOLIDAYS

§ 18.1 Designated Holidays

Eligible employees shall receive one (1) day off with pay for the following holidays:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving

Christmas Day

§ 18.2 Additional Holidays

Employees shall receive all other holidays declared to be official UG Holidays by the Unified Government Commission.

§ 18.3 Observance of Saturday and Sunday Holidays

Holidays which fall on a Saturday or Sunday will be observed on the preceding Friday or on the following Monday.

§ 18.4 Work on a Holiday

Any employee who is eligible for holiday pay and works on a designated holiday shall be paid at two (2) times his base rate for all hours actually worked.

ARTICLE 19 - MEDICAL PLAN

§ 19.1 Coverage

UG agrees to offer the employees of the bargaining unit the same medical plans(s) which are made available to UG's employees generally, excluding UG's Fire Department. For these purposes, "medical plan" includes medical, dental and vision coverage.

A. Employee Premium.

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

Annual Base Pay

Monthly Premium Contribution

\$30,000 or less	\$10.00 per month
\$30,001 - \$60,000	\$20.00 per month
\$60,001 or more	\$30.00 per month

For purposes of the foregoing schedule, "Base Pay" is calculated solely upon an employee's then applicable hourly rate of pay or monthly salary as projected over the course of a year assuming full time employment. "Base Pay" shall not include any overtime, out of class, longevity or interpreter's pay. The Unified Government shall pay the remainder of each covered employee's monthly medical plan premium that is also adjusted annually based on an equal percentage as for employee premiums for the least expensive medical plan provided or administered by a major reputable carrier recommended by the Joint Committee and approved by the Unified Government Administrator.

B. Family Premium.

Employees electing to obtain dependent coverage under a Family coverage election under the medical plan(s) will pay 25% of the premium cost of the dependent portion of Family coverage in addition to any applicable employee premium cost discussed in subsection A above, and the Unified Government shall pay the remaining contribution cost for the least expensive medical plan provided or administered by a major reputable carrier recommended by the Joint Committee and approved by the Unified Government Administrator.

C. Election of More Expensive Plans.

Should the UG offer a more expensive medical plan and an employee(s) should select to be covered by the same, then the employee shall be responsible to pay any and all additional premiums.

D. Plan Modification.

The plan and coverage may be modified by the Unified Government in order to keep

costs of the medical plan lower.

§ 19.2 UG Benefit Committee

The Union is permitted to have two (2) representatives on the UG Benefit Committee, which representatives, will be entitled to attend any meeting where health insurance covering A.F.S.C.M.E. represented employees are discussed or voted upon. Attendance at these meetings outside of normal work hours will not be compensable time.

ARTICLE 20 - RETIREMENT AND PENSION FUND

§ 20.1 Retirement and Pension Fund

All employees shall come under the Kansas Public Employees Retirement System (KPERS) as set forth by Kansas law. Procedures for application for retirement benefits shall be as established by the State.

ARTICLE 21 - WORKER'S COMPENSATION

§ 21.1 Worker's Compensation

An employee who sustains injuries arising out of and in the course of his employment shall be covered by the provisions of the Worker's Compensation Act of the State of Kansas. If the employee is temporarily totally disabled as defined by the Workers' Compensation Act because of such injuries, he shall receive the difference between his regular base pay and the Worker's Compensation benefits he receives of the time period that his total disability continues but not to exceed the first six (6) weeks of any such injury. Compensation following the first six (6) weeks of an employee's injury shall be governed solely by the Kansas Worker's Compensation Act, except that such employee may use his accrued sick leave or vacation

entitlement to supplement his pay for the period between six (6) weeks and twelve (12) weeks of the employee's temporary total disability. Compensation following the first twelve (12) weeks of an employee's injury shall be governed solely by the Kansas Worker's Compensation Act, except that such employee may use his accumulated vacation to supplement his pay thereafter during his temporary total disability. No employee will receive more income as a result of receiving the benefits of this section than he would have received had he been working and receiving his base pay during this time period. Employees on temporary total disability are prohibited from being gainfully employed by an employer other than the UG or from being self-employed.

The UG may allow and/or require employees on Worker's Compensation leave to return to light duty if they are able to perform the work in which event they may be placed at the discretion of UG. However, any light duty allowed shall not exceed twelve (12) months from the employee's return to duty.

ARTICLE 22 - UNION/MANAGEMENT SAFETY COMMITTEE

§ 22.1 Committee Created

It is the express policy of the Employer and the Union to cooperate in an effort to continue to improve health and safety matters. The parties agree that it is in the best interest of UG, the Union, employees and citizens of Wyandotte County/Kansas City, Kansas, that equipment should be operated properly and safely and that all reasonable safety precautions and devices should be utilized. In the furtherance of this policy a joint Union/ Management Safety Committee is established.

§ 22.2 Committee Composition, Meeting, etc.

The Joint Union/Management Safety Committee, hereinafter called "Safety Committee", shall meet regularly, as necessary and shall be comprised of the following members: UG's Risk Manager or designee, who shall be the Chairperson of the committee; two (2) persons appointed by the Administrator; and two (2) employees appointed by the Union. This Safety Committee shall consider health and safety matters relating to all bargaining unit employees and may make periodic inspections to detect and evaluate potential health and safety hazards. The Safety Committee shall have the responsibility of reporting to the Administrator or his designee health and safety problems and the Administrator or his designee may, at his sole discretion, initiate such action as necessary to see that these items are corrected.

§ 22.3 Safety Rules and Regulations

Safety rules and regulations may be recommended by the Safety Committee to UG and UG shall have the right to adopt, reject or revise said rules and regulations. There shall not be any rules or regulations promulgated until said rules and regulations are adopted by UG. Employees who violate safety rules shall be subject to discipline.

§ 22.4 Safety Devices & Equipment

Safety devices and other equipment deemed necessary by UG for the proper protection of employees shall be provided, if funds are available for this purpose.

ARTICLE 23 - COMPENSATION

§ 23.1 Wages

Bargaining unit employees' wages for the calendar years 2022-2024, shall be as set forth in Appendix A attached hereto.

Building and Code Inspectors - If or when Building or Code Inspectors obtain certification or certifications recognized by the Unified Government within their trade, on a one time basis they will be placed two pay ranges up from the base range in their same step, effective July 1, 2005. These certification(s) must be maintained in order to retain the two pay range increase. If the certification or certifications are lost, the employee will be returned to the pay range appropriate for the inspector without certification.

Upon appropriate certification, Inspector I will go from Range 31 to designation as Inspector IA in Range 33.

Upon appropriate certification, Building Inspector I will go from Range 41 to designation as Building Inspector IA in Range 43.

Upon appropriate certification, Building Inspector II will go from Range 45 to new Range 47.

§ 23.2 Time In Grade

A. New Hire and promotion probationary employees shall be placed at Step 1 as referenced in Appendix 1 attached hereto and those employees must serve six (6) months at this step and otherwise qualify before being eligible for advancement to Step B.

B. Employees at Steps B, C or D must serve at least thirty-two (32) months in those Steps before being eligible for advancement to Step C, D or E respectively.

C. STEP E

Step E rates shall be as set forth in the Wage Appendix.

D. Employees promoted within a Department to a higher grade shall not incur any loss of wage rate. To the extent that placement of a promoted employee at the first

step would result in a loss of pay, the promoted employee will be placed at the step most closely equivalent to, or the wage rate immediately greater than their wage rate prior to promotion.

§ 23.3 Longevity

The following longevity pay shall be added to the monthly salary of each regular employee who qualifies for such pay:

<u>Continuous Completed Number of Years as an Employee</u>	<u>Rate Per Month</u>
5 years	\$10.00
10 years	\$20.00
15 years	\$80.00
20 years	\$100.00
25 years	\$120.00

§ 23.4 Interpreters Pay

The UG may select not more than ten (10) bargaining unit employees to serve as certified foreign language or signing for the deaf interpreters within the municipal court, the police department, the neighborhood resource center or wherever they may be needed within the UG. Various foreign languages shall be represented by the employees who are certified and selected by the UG, at the discretion of the UG. These employees selected by UG to so serve may be entitled to receive pay for such duties under the following conditions:

- 1) They receive certification by an accredited institution of secondary education (University, College, Junior College, etc.) as a qualified interpreter within the designated foreign language or signing for the deaf and such certification is provided in writing to the employee's respective department/division heads and recertified on a triennial basis, i.e., 36 months after that bargaining unit member's initial certification and every

36 months thereafter unless modified by a Memorandum of Agreement.

- 2) They be selected by their department/division head to serve as an UG foreign language or signing for the deaf interpreter within one of the above referenced departments/divisions.
- 3) These selected and certified employees shall receive additional compensation of fifty dollars (\$50.00) per month for those months that they serve as a certified UG interpreter and are actually at work for the UG fifteen (15) or more work days of each month for which they receive this pay.
- 4) Use of these certified interpreters shall be at the discretion of the appropriate department/division head or designee. Any certified interpreter who is on duty shall be available for use at the direction of the appropriate department/division head or designee. If the certified interpreters decline a request to perform the requested duties, then that employee may be removed from eligibility as a certified interpreter and shall not be paid or allowed to remain on the UG certified interpreter list.

ARTICLE 24 - USE OF AUTOMOBILES

§ 24.1 Monthly Allowance

- a. Those bargaining unit employees currently receiving a vehicle allowance shall continue to receive this allowance. However, if the UG provides vehicles to departments whose bargaining unit members are currently receiving a vehicle allowance and there are fewer vehicles offered than bargaining unit members, UG

vehicles shall be assigned to those bargaining unit members who volunteer to accept the UG owned vehicle assignment in lieu of a vehicle allowance. In the event there are fewer volunteers than UG vehicles available for assignment, vehicles will be assigned based upon reverse seniority. Bargaining unit members assigned a UG vehicle shall not receive a monthly car allowance.

- b. If a newly hired bargaining unit member is eligible to receive a vehicle assignment and there are not any UG vehicles available for assignment, the more senior bargaining unit members who were involuntarily assigned a UG vehicle may elect to receive the vehicle allowance and the newly hired bargaining unit member will receive the UG assigned vehicle. The opportunity to opt for a vehicle allowance will be by seniority as defined in this contract.
- c. For those bargaining unit members receiving a vehicle allowance, the allowance may be increased or decreased if costs associated with the operation of a motor vehicle change. Cost changes will be assessed using the factors used by the IRS in determining allowable mileage rates.

§ 24.2 Daily Use

Employees who are required to use their personal vehicles in the regular course of their employment may do so only after receiving permission of their immediate supervisor to do so. Employees who are required to use their personal vehicles shall be paid at the appropriate rate per mile. The mileage driven on UG business must be verified by the employee on the appropriate UG forms.

§ 24.3 Verification of Requirements

All employees who are required to either drive or maintain driving privileges in the course of the performance of their duties must provide both proof of a current driver's license with required certification where necessary and proof of current automobile liability insurance. Employees with restricted driving privileges shall not work in any capacity for the UG when such restrictions interfere with their ability to perform all of the duties of their position and may be subject to discipline. Failure to provide proof of driver's license and insurance verification as requested by UG shall be cause for disciplinary action, including termination. Failure by the employee to notify his/her supervisor in writing of any suspensions, revocations or restriction of driving privileges before commencing any work assignment shall be cause for disciplinary action, including termination.

ARTICLE 25 - MISCELLANEOUS WORK RULES

§ 25.1 Resignation

An employee wishing to resign from UG shall provide his department or division head, at least fourteen (14) calendar days before his last day of work, a written resignation stating the date his resignation shall become effective and his reasons for leaving.

§ 25.2 Personnel File

Employees may review their own personnel file, during working hours, upon providing a written request to Human Resources and, when feasible, as long as the appropriate supervisory personnel are present for said review. Such requests may not exceed more than one (1) time in any twelve (12) month period, except that such limitation shall not apply to a review involving the investigation of a grievance filed by the employee whose file is being examined. Employees

may have a Union Steward present while reviewing his personnel file if desired. Personnel files shall not be permitted to leave the appropriate office. Requests for a reasonable number of copies of documents will be granted, with an appropriate charge being made. Employees will be furnished with copies of their periodic evaluations and any disciplinary action taken against them.

§ 25.3 Work Rules

UG may promulgate departmental or divisional work rules, standards and/or regulations governing UG employees' conduct, provided that such rules, standards and/or regulations do not conflict with the provisions of this Memorandum. Newly established rules, standards or regulations or amendments to existing rules, standards or regulations shall be reduced to writing and furnished to the Union.

§ 25.4 Employee Assistance Program

UG shall continue to provide all employees covered by this Agreement with an Employee Assistance Program under similar terms and conditions accorded other employees of UG, as outlined in the UG's Human Resource Guide and as may be amended from time to time.

§ 25.5 Personal Property Replacement

In the event an employee's personal property is damaged as a result of action taken in the course and scope of employment, the employer shall repair or replace any such personal property. Prescription eyewear shall be replaced at actual cost. Jewelry, watches and other items shall be replaced to a maximum of \$200.00. Employee must provide proof of loss or damage, replacement cost or, in case of personal property other than prescription eyewear, proof of loss or damage and value of the personal property.

ARTICLE 26 - UNIFORMS, CLOTHING AND EQUIPMENT

§ 26.1 Uniforms

A. Facility Management Employees

Regular employees of the bargaining unit who are employed within UG Facilities Management Department or Police Department, who are required to wear uniforms on duty, shall be furnished uniforms and said uniforms shall be cleaned at UG's expense.

B. Police Department Employees

Regular employees of the bargaining unit who are employed within the Police Department shall be issued uniforms consistent with the uniform policy of the Department relative to bargaining unit employees. Should Unified Government and the Union mutually agree in writing to modify the provision of uniforms to animal control officers, this agreement will not be prohibited. When animal control officers are hired they shall be provided a duty belt with the appropriate attachments deemed necessary by the UG and shall be provided thirty dollars (\$30.00) per year to maintain said specialized equipment.

C. Code Enforcement and Building Inspection Department Employees

Regular bargaining unit employees employed within UG's Code Enforcement and Building Inspection Departments who are required to wear uniforms shall continue to receive these uniforms during the life of this agreement consistent with the currently existing uniform policies of those Departments.

D. Municipal Court and Treasury Employees

Municipal Court and Treasury employees who have successfully completed the probationary period will be provided with an adequate number of uniform shirts to as determined by the U.G.

§ 26.2 Use of Uniforms, Clothing and Equipment

Employees who are provided uniforms, inclement weather gear or equipment, shall wear such uniforms or gear or use such equipment only during working hours, in performance of UG duties and in the manner prescribed by the UG and/or assigned work unit. Employees who violate this provision shall be subject to discipline. When UG employment is terminated for any reason, the employee is required to return the issued items and the UG may withhold a reasonable amount of the employee's funds to compensate the UG for uniforms, gear and/or equipment not so returned. Employees who are required to maintain uniforms in a good and clean condition, are subject to discipline for not so maintaining the same and/or not being properly dressed in the required uniforms during working hours.

ARTICLE 27 - ENTIRE MEMORANDUM OF AGREEMENT

§ 27.1 Entire Memorandum of Agreement

This Memorandum of Agreement supersedes and cancels all previous agreements and all existing unwritten practices between UG and the members of the bargaining unit and constitutes the entire Memorandum between the parties, except as to those areas of employment not covered herein which are subject to UG ordinances existing at the date of this Memorandum. Agreements or practices established between the parties following the effective date of this Memorandum are not prohibited by this Article. Any conflict that may exist between existing

or future UG ordinances and provisions of this Memorandum of Agreement shall be determined in favor of this Memorandum of Agreement. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

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

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

ARTICLE 28 - SAVINGS CLAUSE

§ 28.1 Savings Clause

Should any term or provision of this Memorandum be in conflict with any state or federal statutes or other applicable law or regulation binding upon the UG, the City or the County, except City or County, ordinances, such law or regulation shall prevail. In such event, however, the remaining terms and provisions of this Memorandum will continue in full force and effect.

If any article or section of this Memorandum shall be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with the enforcement of any article

or section shall be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 29 - DURATION

§ 29.1 Duration

This Agreement shall become effective on the date of final execution by the parties and shall remain in effect through midnight December 31, 2024.

ARTICLE 30 - ALCOHOL AND DRUG FREE WORKPLACE & TESTING

§ 30.1 Alcohol and Drug Free Workplace and Testing

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

ARTICLE 31 - SMOKE FREE WORKPLACE

§ 31.1 Smoke Free Workplace

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

ARTICLE 32 - UG'S ORDINANCES AND RESOLUTIONS

§ 32.1 UG Ordinances and Resolutions

The following sections of the UG's Human Resources Guide shall apply to all employees

covered by this Memorandum:

- Sec. 2.01 Equal Opportunity in Employment
- Sec. 2.02 Harassment in the Workplace
- Sec. 2.04 Drug Free Workplace
- Sec. 2.05 Smoke Free Workplace
- Sec. 2.07 Residency Requirement
- Sec. 4.02 Employee Assistance Program
- Sec. 5.01(E) Sick Leave Donation
- Sec 5.01(D) Sick Leave Buy Back
- Sec. 5.06 FMLA
- Sec. 5.07 Military Leave
- Sec. 5.08 Court Appearances by Employees
- Sec. 6.01 Workers Compensation and Injury Leave
- Sec. 6.02 Driver Safety & Accident Reporting
- Sec. 6.05 Use of Cell Phones or Electronic Devices While Driving
- Sec. 7.01(E) Rules & Discipline Guidelines
- Sec. 7.03 Responsible Use of Information Technology
- Sec. 7.05 Social Media

RULES AND DISCIPLINE POLICY

ARTICLE 33 - GAINSHARING

§ 33 Gainsharing

The parties agree to form a Gainsharing Committee, which shall consist of 6 members.

Three of the members shall be selected by the Union and three selected by the UG. The committee shall be charged with the responsibility of attempting to identify potential subjects of meaningful, quantifiable and documentable savings within the divisions, departments, units, etc. of the UG in which B.U. members are employed. Those employees employed within other divisions, departments or units that are represented by other collective bargaining representatives shall be excluded:

The committee shall submit its report(s) to the UG Administrator for his/her and the UG's consideration.

If the UG Administrator and the UG agree that the committee has identified areas of meaningful quantifiable and documentable savings, the committee shall be directed to recommend a system for implementation of the agreed gainsharing program. This recommendation shall be considered by the UG for adoption, modification or other action.

IN WITNESS WHEREOF, THE UNIFIED GOVERNMENT, THE DEPARTMENT-AND THE
LODGE have hereunto set their hands this _____ day of _____, 2021.

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

Doug Bach, County Administrator

Date _____

FOR THE FRATERNAL ORDER OF POLICE LODGE #40

Dareca Baird, Lodge President

Date 11-16-2021

FOR THE SHERIFF OF WYANDOTTE COUNTY

Donald Ash, Sheriff

Date 17 Nov 2021


Renee Ramirez, Director of Human Resources

11/18/21

Approved as to form:


Misty Brown, Chief Counsel



Staff Request for Commission Action

Tracking No. 211222

Full Commission Meeting Date: 12/2/21

Committee: Full Commission

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

Publication Required: No

<u>Date:</u> 11/24/2021	<u>Contact Name:</u> Jon Khalil	<u>Contact Phone:</u> x5085	<u>Contact Email:</u> mjkhilil@wycokck.org	<u>Department/Division:</u> Legal
<u>Item Description:</u> This resolution is to authorize and direct the county administrator execute a Memorandum of Understanding between the Unified Government of Wyandotte County/Kansas City, Kansas and the Painters District Council No. 3 International Brotherhood of Painters and Allied Trades for the period from January 1, 2021 through December 31, 2024, submitted by Jon Khalil, Assistant Counsel.				
<u>Action Requested:</u> To adopt the resolution.				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> painters no. 3 reso authorize MOU 2020-2021_, 2021-2024 Painters #3 MOU				

RESOLUTION NO. _____

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

That the County Administrator of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby authorized and directed to execute in the name of the Unified Government of Wyandotte County/Kansas City, Kansas, and the Unified Government Clerk is hereby authorized and directed to attest the signature of said County Administrator and to attach the seal of the Unified Government thereto as the voluntary act of the Unified Government to the Memorandum of Understanding between the Unified Government of Wyandotte County/Kansas City, Kansas, and the Painters District Council No. 3 International Brotherhood of Painters and Allied Trades for the period from January 1, 2021, through December 31, 2024.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
THIS ____ DAY OF _____, 2021.**

David Alvey, Mayor/CEO

ATTEST:

Unified Government Clerk

Approved as to Form:

**Misty S. Brown
Chief Counsel**

MEMORANDUM OF UNDERSTANDING

BETWEEN

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

AND

**PAINTERS DISTRICT COUNCIL NO. 3
INTERNATIONAL BROTHERHOOD OF PAINTERS
AND ALLIED TRADES**

January 1, 2022 – DECEMBER 31, 2024

MEMORANDUM OF UNDERSTANDING

ARTICLE I – INTENT AND PURPOSE.

This **MEMORANDUM OF UNDERSTANDING**, dated this ____ day of _____, 2021 by and between the Unified Government, Wyandotte County, Kansas City, Kansas, and the Painters District Council No. 3, International Brotherhood of Painters and Allied Trades, and vicinity, is entered into for the purpose of establishing rates of wages and specified working conditions. The Local Union Working Agreement or “Agreement” (Joint Agreement between Builder’s Association of Missouri and the Union, marked exhibit A and attached hereto) shall be recognized except as amended, deleted, modified or supplemented by the provisions of this Memorandum.

ARTICLE II – RECOGNITION.

The Unified Government of Wyandotte County, Kansas City, Kansas, (hereunto the U.G.) recognizes and acknowledges the above-stated Painters District Council (hereunto the “Union”) as the exclusive bargaining representative pursuant to the Public Employee Relations Act for all Painters employed by the Building and Logistics Department of said U.G.

ARTICLE III – EMPLOYER’S RESPONSIBILITY.

Section 1. Except as specifically set out herein, nothing in this Memorandum shall be construed as divesting the U.G. of any of its management rights vested by the Kansas Public Employee Relations Act or as delegating to others the authority conferred by law on the U. G. or in any way abridging or reducing such authority.

Section 2. The right to hire, promote, layoff, assign, transfer, discharge or discipline for cause and to maintain discipline and efficiency of employees is the sole responsibility of the U.G., except the Union member shall not be discriminated against due to their Union membership. Persons subject to this agreement shall be considered as employees of the U.G. and subject to all policies, orders, and directives, written or oral, of the Unified Government, Wyandotte County, Kansas City, Kansas, the Commissioners, the County Administrator and such other persons designated as supervisors of said employees except as modified or provided elsewhere herein. In the case of promotion, the U.G. agrees to recognize qualifications (including training, education, experience, ability and past performance) of the affected employee and then recognize standard seniority rules and practices. In the case of layoff the U.G. shall use seniority as the determining factor in selecting the employees to be laid off.

Section 3. The U.G. may adopt additional reasonable rules and regulations and amend the Human Resources Guide and other policies, orders and directives from time to time, and the U.G. and the Union will agree that any such changes, additions or amendments not in conflict with this Memorandum of Understanding shall be in full

force and effect. Disputes concerning the application or interpretation of any changes, additions or amendments as provided in this section may be submitted by the Union to arbitration as provided hereunder. To the extent practical, the U.G. will give prior notification of such rules and regulations to the Union.

Section 4. This memorandum shall be construed as requiring the employees to follow the provisions herein in the exercise of the authority conferred upon the U.G. by law.

ARTICLE IV – FILLING OF VACANT POSITIONS.

When a permanent job vacancy exists in a bargaining unit position, the U.G. may determine within forty-five (45) days from the declaration of the vacancy by the U.G., whether such position shall be filled. If it is determined that the position is to be filled, it shall be posted within sixty (60) working days from the determination to fill it or within a reasonable time thereafter. However, even if the U.G. initially determines not to fill a position, the U.G. expressly reserves the right, at any time, to determine that such a position should be permanently filled and then post the same for bid.

If the U.G. determines that a position is to be filled, the following procedure shall govern:

- (a) Such job vacancies shall be posted for ten (10) working days along with the information related to the qualifications required for the position and the department to which the position is assigned. The affected bargaining unit local will be sent a copy of the job vacancy posting.
- (b) Applicants desiring to apply for a job vacancy may do so by being qualified and/or certified. In order for an applicant to be considered, a U.G. employment application and related application materials must be submitted to Human Resources within the specified guidelines.
- (c) Such vacancies shall be awarded to the best qualified applicant considering the applicants training, education, experience, ability and past performance as long as such selection does not contravene any affirmative legal responsibility placed upon the U.G. and the applicants successful completion of a drug screen and physical examination.

ARTICLE V – WAGES.

Section 1. During the term of this Memorandum of Understanding, the employees covered by this MOU shall receive the following wages in lieu of those wages provided for under the Agreement:

Job Title	1/1/22	1/1/23	1/1/24
Painter	\$28.49	\$29.34	\$30.22
Finisher	\$29.89	\$30.79	\$31.71

Section 2. In addition to the wage rate above, the U.G. will pay for the entire term of this Memorandum of Understanding one hundred percent (100%) of the fringe benefits specified in the Agreement, with the exception of the following: CISAP, STAR and Market Dues. The health and welfare rate shall be \$7.30/hr. in 2022 provided that such program is qualified under the Affordable Care Act. The pension rate shall be \$10.35/hr. in 2022. Employer shall not be required to obtain a surety bond under Article VI of the Agreement.

Section 3. As wage rates change under the Agreement, the craft shall obtain from the contracting association a written statement of changes and the effective date thereof, and shall provide by registered mail, to the County Administrator and the Human Resources Department a copy thereof.

Section 4. No person subject to this Memorandum shall be eligible to purchase, receive or participate in any health, vision and/or dental insurance contract, program or benefit provided to other U.G. employees, including all preferred provider organizations, health maintenance organizations or indemnity policies and coverage unless said person bears the cost of said insurance or coverage without any U.G. contribution.

ARTICLE VII – WORKING CONDITIONS.

All working conditions including vacations, paid holidays, sick leave, jury duty, maternity leave, injury leave, discharge, discipline and all other matters constituting working conditions shall be subject to and regulated by the policies of the U.G. as expressed in the Human Resources Guide, and amendments thereof except as may be inconsistent with the terms of this Memorandum of Understanding.

ARTICLE VIII – STRIKES AND LOCKOUTS.

Section 1. There shall be no stoppage of work either by strike or lock out because of any dispute over matters relating to this Memorandum.

Section 2. There shall be no work stoppage in the event of any construction industry strike or problems or lockouts.

ARTICLE IX – UNION SECURITY.

Notwithstanding any provisions of the attached Agreement and specifically Article IV of said agreement, to the contrary, the Union recognizes and acknowledges that the Kansas Constitution at Article 15, Section 12 and K.S.A. 75-4324 provide and

guarantee and employee the right to work regardless of union membership or affiliation and the parties hereto are bound thereby. Under the provisions of said law, the Union recognizes that the U.G. cannot require as a condition of employment that all employees of the U.G. covered by the attached Agreement will be members of the Union in good standing while so employed by the U.G.

Article X – FRINGE BENEFIT PROGRAM.

If it is held by a Court of competent jurisdiction that the U.G. is prohibited from entering into or becoming a party to the provided trust agreements or funds set out in the Agreement at Article V, then the U.G.'s obligation to continue its commitment hereunder shall cease.

Article XI – WORKING RULES.

Paragraphs 1,2,4,5,6,7,8,11,13,14,15,17,19,21 of Article IX of the Agreement were previously deleted and the subjects expressed therein shall be governed by the provisions of the U.G.'s Human Resources Guide.

Article XII – PAYDAY AND PAYROLL CHECKS.

The U.G. has adopted a bi-weekly payroll system. Represented employees are paid each two weeks, as opposed to weekly. This practice shall in no way modify the amount of compensation to be received by the represented employees as provided herein.

Article XIII – GRIEVANCE AND ARBITRATION PROCEDURE.

In the event of any dispute or grievance arising under the terms and provisions of the Memorandum or of any difference between the parties as to the interpretation or application of this Memorandum, it shall be processed through the grievance procedure. The parties shall make sincere and determined efforts to settle meritorious grievances at the voluntary steps of the grievance procedure and to keep the procedure free from any unmeritorious grievances. A union representative may be present during any step of the grievance procedure.

Step 1: Within ten (10) days of the occurrence or events giving rise to the grievance or dispute, or within ten (10) days of when the affected employee or employees became aware of such occurrences or event, whichever is longer, the matter must be taken up between the involved employee or employees and their supervisor. First, the employee shall verbally explain to his supervisor the nature of the grievance. The supervisor must communicate his decision to the grievant verbally within five (5) days of the Step 1 meeting.

Step 2: If the grievance is not satisfactorily adjusted under step 1, a written grievance shall be submitted to employee's supervisor within five (5) days after the

supervisor has provided his verbal decision pursuant to Step 1. Within five (5) days thereafter, the supervisor must submit a written answer to the grievance.

Step 3: If the supervisor's written answer does not resolve the matter, a written appeal shall be made to the division head within five (5) days after the U.G. receives the supervisor's written report pursuant to step 2. The division head shall attempt to resolve the matter, and shall give a written answer within five (5) days after receiving the written appeal.

Step 4: If the division head's written answer does not resolve the grievance, a written appeal shall be taken to the department head within five (5) days after the receipt of the division head's written response. The department head shall attempt to resolve the matter in a meeting of the concerned parties, and shall give a written answer within five (5) days after the receipt of the written appeal of the division head's decision.

Step 5: If the matter has not been resolved in Steps 1-4, it may be submitted to the County Administrator within five (5) working days after receipt of the department head's written decision. The County Administrator shall render a decision in writing within ten (10) days thereafter.

Step 6: If the County Administrator's decision is not satisfactory to the Union, or if the parties are otherwise unable to satisfactorily resolve the dispute, arbitration may be requested by the U.G. or the Union, in the following manner:

- (a) Notice in writing of intent to arbitrate shall be delivered by the party seeking arbitration to the opposing party within fifteen (15) calendar days following the decision of Step 5.
- (b) Within fifteen (15) calendar days after the notice is delivered, the parties will mutually agree upon an arbitrator or jointly obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS), and the parties will alternately and independently strike unacceptable arbitrators from such a list with the last remaining arbitrator being selected. If the party upon whom a properly executed FMCS panel request is served fails to execute and send such request within fifteen (15) calendar days of service thereof, then the grievance shall be found in favor of the non-defaulting party.
- (c) The arbitrator shall have the authority to determine the procedural rules of arbitration and shall have the ability to make such binding orders as necessary to enable him to act effectively. He shall observe the rules of evidence, and his decision shall be final and binding on all parties.

- (d) Once an arbitrator has been selected by the parties, the parties shall act with all deliberate speed to schedule a hearing for the arbitration.
- (e) The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Memorandum.
- (f) The cost of the arbitrator shall be shared equally by the U.G. and the Union.

Article XIV – SUBCONTRACTING.

Article XV of the Agreement related to subcontracting was previously deleted.

Article XV - NEW EMPLOYEES.

The parties agree that in the event a current bargaining unit member of District Council 3 is no longer employed by the Employer as a bargaining unit member, the contract will be reopened. In the event that the current bargaining unit member is no longer employed as a bargaining unit member for disciplinary reasons, the contract will not be reopened until any grievance is resolved. If the grievance results in the current bargaining unit member being reinstated, then the contract remains in effect. If not, then the contract will be reopened.

Article XVI – DURATION.

This Memorandum shall be in full force and effect from January 1, 2022, (effective date), to and including December 31, 2024, (expiration date), and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Memorandum is served by either party upon the other not less than thirty (30) and not more than ninety (90) days prior to December 31, 2024, (expiration date) or January 1 of any subsequent contract year. This Agreement shall replace the Memorandum previously executed by the parties set to expire on December 31, 2021 which shall be of no further legal effect from January 1, 2022 through December 31, 2024. The attached agreement shall be deemed a part of this Agreement.

When no such cancellation or termination notice is served and the parties desire to continue said Memorandum, but also desire to negotiate changes or revisions in this Memorandum, either party may serve the other a written notice not less than thirty (30) and not more than ninety (90) days prior to December 31, 2024, (expiration date) or January 1 of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Memorandum.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2021.

EMPLOYER

UNION

THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS
CITY, KANSAS

DISTRICT COUNCIL NO. 3
INTERNATIONAL UNION OF
PAINTERS AND ALLIED TRADES,
AFL-CIO

By: _____
Douglas G. Bach
County Administrator

By: _____
Frank Carpenter
Business Manager

Renee Ramirez
Director of Human Resources

ATTEST:

Unified Government Clerk

Approved as to form:

Misty S. Brown Deputy Chief Counsel



Staff Request for Commission Action

Tracking No. 211227

Full Commission Meeting Date: 12/2/21

Committee: Full Commission

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

Publication Required: Yes 12/9/2021

<u>Date:</u> 11/24/2021	<u>Contact Name:</u> Jeff Fisher	<u>Contact Phone:</u> x5415	<u>Contact Email:</u> jfisher@wycokck.org	<u>Department/Division:</u> Public Works
<u>Item Description:</u> Presentation on two options for stormwater and potential rate structures. Two structures have been advanced from Commission direction at the November 18, 2021 special session. - Tiered rate structure - Individually calculated rate structure				
<u>Action Requested:</u> Approve two ordinances				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> Individually Calculated Chapter 30 Revisions clean copy for Commission, Individually Calculated Chapter 30 Revisions redline for Commission, Individually Calculated Rate Ordinance for Commission, Tier Chapter 30 Revisions clean copy for Commission, Tier Chapter 30 Revisions redline for Commission, Tier Rate Ordinance for the Commission				

(Summary Ordinance Published _____)

ORDINANCE NO. _____

AN ORDINANCE relating to a Storm and Surface Water Utility fee; amending Section 30-324, 30-229, and 30-330 of Article VIII of Chapter 30 of the 1988 Code of Ordinances City of Kansas City, Kansas.

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

Section 1. That Section 30-324 of Article VIII of Chapter 30 of the Code of the Unified Government of Wyandotte County/ Kansas City, Kansas be and is hereby amended to read as follows:

Section 30-324. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

“Base Charge” means the charge established by an ordinance setting or amending the Storm and Surface Water Utility fee that will be charged to every property.

"Bonds" means revenue or general obligation bonds or notes heretofore or hereafter issued to finance the costs of improvements.

“BPU” means the Board of Public Utilities, an administrative agency of the Unified Government.

"Certificate of occupancy" means a certificate issued by the office of central inspection that permits a newly constructed or a new addition to a residential developed property or nonresidential developed property to be occupied.

“City” means all of the territory of Wyandotte County, except the territory of the cities of Bonner Springs, Edwardsville, and Lake Quivira and the unincorporated area of Wyandotte County.

"Costs of capital improvement" means costs incurred in providing capital improvements to the storm and surface water management system or any portion thereof including professional services and studies connected thereto; payment of principal and interest on bonds heretofore or hereafter issued, including payment of delinquencies of principal and interest due on bonds that are otherwise payable from special assessments or any other source of revenue; studies related to the operation of the system; and the costs of the rate study performed in relation to establishing rates for the storm and surface water utility and other start-up costs of the storm and surface water utility; costs related to

the National Pollution Discharge Elimination System permit and any studies associated therewith as mandated by federal laws and regulations; and costs associated with purchasing equipment, computers, furniture, etc., that are necessary for the operation of the utility.

"Debt service" means an amount equal to the sum of (i) all interest payable on bonds during a fiscal year, plus (ii) any principal installments payable on such bonds during such Fiscal Year.

"Director" means the person appointed by the county administrator to be the director of the storm and surface water utility.

"Dwelling unit" means a singular unit providing independent living facilities for one or more persons in a single-family, duplex, multifamily or condominium residential property.

"Exempt property" means public rights-of-way, public streets, public alleys and public sidewalks.

"Extension and replacement" means costs of extensions, additions and capital improvements to, or the renewal and replacement of capital units of, or purchasing and installing of equipment for, the storm and surface water management system, or land acquisition and relocation costs for the storm and surface water management system and any related costs thereto, or paying extraordinary maintenance and repairs, including the costs of capital improvements or any other expense that is not costs of operation and maintenance or debt service.

"Fiscal year" means a twelve-month period commencing on the first day of January of any year.

"Impervious area" or "hard surface area" means the number of square feet of surface areas over which the open pore structure of the soil is covered, compacted or chemically sealed by human activity in a manner which either prevents or retards the entry of water into soil mantle, as it entered the unmodified soil with vegetative cover, and/or causes water to run off the surface in greater quantities or at an increased rate of flow than from the unmodified soil with vegetative cover. Impervious area will include, but is not limited to, roofs, roof extensions, patios, porches, driveways, sidewalks, pavement, athletic courts, and compacted dirt or graveled areas. For the purpose of calculating Storm Water Utility fees, natural rock outcrops, permanent pools of water, gravel landscape mulch, gravel railroad track ballast, playground sand and riparian sand flats will not be included in the calculation of impervious area.

"Impervious Area Charge" means the monthly impervious area charge, calculated per the impervious area rate established by an ordinance setting or amending the Storm and Surface Water Utility fee.

"In lieu of franchise fee" means a fee of not to exceed five percent of gross revenues of the utility that is imposed by the Unified Government Commission and that is paid to the city for use of public streets, alleys, sidewalks, and other public rights-of-way from revenues as if the utility was a person, firm or corporation using public rights of way pursuant to K.S.A. 12-2001 et seq.

"Non-Residential Property" means any Property other than Single-Family Residential Property.

"Non-residential storm water customer" means a customer whose electric utility account with BPU is classified as non-residential.

"Operating budget" means the annual storm and surface water utility operating budget adopted by the Unified Government for the succeeding fiscal year.

"Operations and maintenance" means without limitation the current expenses, paid or accrued, of operation, maintenance and current repair of the system, as calculated in accordance with sound accounting practice, and includes, without limiting the generality of the foregoing, insurance premiums, administrative expenses, equipment costs, in lieu of franchise fee payments, labor costs, and the cost of materials and supplies used for current operations.

"Property" means land, buildings, and other improvements together considered as a parcel as identified by the tax parcel established by the County Appraiser.

"Revenues" means all rates, fees, assessments, rentals, fines, penalties, interest, or other charges or other income received by the storm and surface water utility in connection with the ownership, management and operation of the storm and surface water management system, including amounts received from the investment or deposit of monies in any fund or account, as calculated in accordance with sound accounting practice.

"Residential storm water customer" means a customer whose electric utility account with BPU is classified as residential.

"Service Area" means all of the area which is contained within the boundaries of the municipal limits of the city of Kansas City, Kansas except for the area contained within the boundaries of the Fairfax Drainage District.

"Single-Family Residential Property" means a property with up to four dwelling units.

"Storm and surface water management system," "sewer system" or "system" means storm sewers that exist at the time the ordinance codified in this chapter is adopted or that are hereafter established and all appurtenances necessary in the maintaining and operating of the same, including, but not limited to, pumping stations, main sewers, intercepting sewers, lateral sewers, outfall sewers, surface drains, street, curb and alley improvements associated with storm or surface water improvements, natural and manmade wetlands, channels, ditches, rivers, streams, detention and retention ponds and basins and other flood control facilities and works for the collection, transportation, pumping, treatment, and disposing of storm or surface water and pollutants born or carried in such waters.

"Storm and surface water utility" or "utility" means the utility created by this chapter to operate, regulate, maintain and improve the storm and surface water management system and for such other purposes as are set forth in this chapter.

"Storm Water Utility fee" or "storm water user fees" means a service fee authorized by Charter Ordinance CO-04-08, this chapter and as set forth in an ordinance adopted or amended by the Unified Government Commission that is established to pay operation and maintenance, extension and replacement and debt service associated with the storm and surface water management system.

"Storm Water Customer" means the person, partnership, corporation, public agency, or other entity who occupies, controls, possesses, and/or owns, benefits from property and to whom Storm Water Utility fees are billed as provided herein.

“Unified Government” means the Unified Government of Wyandotte County/Kansas City, Kansas.

“Unified Government Commission” means the governing body of the Unified Government.

(Ord. No. 0-56-08, § 1(30-324), 7-31-2008)

Section 2. That Section 30-329 of Article VIII of Chapter 30 of the Code of the Unified Government of Wyandotte County/ Kansas City, Kansas be and is hereby amended to read as follows:

Section 30-329. Storm Water Utility fee.

- (a) Fee Established. Subject to the provisions of this chapter, there is imposed on each and every single family residential property and non-residential property in the City Service Area, a service fee to be known as a storm water utility fee. (Ord. No. O-56-08, § 1(30-329), 7-31-2008; Ord. No. O-57-08, § 1, 7-31-2008; Ord. No. O-59-09, § 1, 7-30-2009; Ord. No. O-45-10, § 1, 7-29-2010)
- (b) Each and every Property’s Impervious Area shall be measured in square feet. Each Property shall pay a Stormwater Utility Fee calculated as the sum of a Monthly Base Charge and a Monthly Impervious Area Charge. The Monthly Impervious Area Charge shall be determined by multiplying every five hundred square feet of Impervious Area by the impervious area rate.
- (c) Based upon the projected annual budget adopted by the unified government board of commissioners, the county administrator shall each year recommend to the unified government board of commissioners the monthly base charge and monthly impervious area rate. The unified government board of commissioners shall establish by ordinance the monthly base charge and monthly impervious area rate to ensure that the sewer system generates adequate annual revenues to pay the annual costs of operation and maintenance including replacement of the unified government's sewer system, to satisfy costs associated with any obligations and to provide for costs associated with the unified government capital improvement plan and the expenses of the annual operation. Changes to the rate ordinance shall be published in the official unified government newspaper.
- (d) Storm Water Utility fee credit. The Administrator may adopt regulations and procedures that establish credits and/or incentives that reduce the Storm Water Utility fee that would otherwise be assessed against properties. If adopted, all procedures pertaining to credits shall be per the Unified Governments Stormwater Credits and Appeals Manual. In no event shall a Storm Water Utility fee credit exceed 75% of the property’s Impervious Area Charge. Storm Water Utility fee credits are applicable to only Non-residential property.

Section 3. That Section 30-330 of Article VIII of Chapter 30 of the Code of the Unified Government of Wyandotte County/ Kansas City, Kansas be and is hereby amended to read as follows:

Section 30-330. Appeal procedure.

- (a) Any persons disagreeing with their monthly Storm Water Utility fee, and/or disagreeing with whether their property is served by the Storm Water Utility may appeal to the director. Any owner

of a property for which a Storm Water Utility fee has been assessed may appeal the Storm Water Utility fee for that property for the following reasons: (i) designation of property classification and/or ownership, (ii) calculations of the Storm Water Utility fee, (iii) designation of impervious area square feet, and (iv) determination of Storm Water Utility fee credit.

(b) Appeals must be in writing to the director. The director or their designee shall thereafter hold an informal hearing. The director or designee, prior to such hearing, may request that the appealing party provide information concerning the basis of the appeal, including a land survey prepared by a registered surveyor showing dwelling units, total property area, and impervious area as appropriate, if such information is deemed to be material by the director or designee. The director or designee may consider any relevant evidence. Based on information provided, the director or designee shall make a determination as to whether the Storm Water Utility fee should be adjusted for such property. The director or designee shall notify parties in writing of the decision.

(c) Right to appeal; appeal board; appeal hearing.

(1) A person shall have the right to appeal the decision of the director to the storm and surface water utility appeals board. Such appeal shall be made within twenty days of the date the director notifies the person of the director's decision in the informal proceedings. Such appeal shall be in writing and shall be filed with the director.

(2) The storm and surface water utility appeals board shall consist of the following members: County Administrator or designee, County Engineer or designee, Director of Public Works or designee.

(3) A hearing on such appeal shall be held within thirty days from the date the notice of appeal is received, and the applicant shall be given seven days' advance notice of the time and date the appeal hearing is to be held. At such hearing, the appellant shall present evidence concerning the Stormwater Utility fee for the property in question and the director and/or his/her designee shall present evidence concerning their findings from the informal proceedings. The storm and surface water utility appeals board shall render a decision in writing that sets forth findings that support their decision within seven days of the hearing. The decision of the storm and surface water utility appeals board shall be final, and any further appeal of such decision shall be to the Judicial District Court of the State of Kansas by way of the provisions of K.S.A. 60-2101(d). (Ord. No. O-56-08, § 1(30-330), 7-31-2008) (Ord. No. O-56-08, § 1(30-330), 7-31-2008)

Section 4. This ordinance shall take effect and be in fully force after its passage, approval and publication of the Summary Ordinance in the official Unified Government Newspaper.

PASSED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS ____ DAY OF _____, 2021.

APPROVED:

David Alvey, Mayor/CEO

ATTEST:

Unified Government Clerk

Approved as to form:

Misty S. Brown, Chief Counsel

(Summary Ordinance Published _____)

ORDINANCE NO. _____

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Section 1. That Section 30-324 of Article VIII of Chapter 30 of the Code of the Unified Government of Wyandotte County/ Kansas City, Kansas be and is hereby amended to read as follows:

Section 30-324. Definitions.

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“Base Charge” means the charge established by an ordinance setting or amending the Storm and Surface Water Utility fee that will be charged to every property.

"Bonds" means revenue or general obligation bonds or notes heretofore or hereafter issued to finance the costs of improvements.

“BPU” means the Board of Public Utilities, an administrative agency of the Unified Government.

"Certificate of occupancy" means a certificate issued by the office of central inspection that permits a newly constructed or a new addition to a residential developed property or nonresidential developed property to be occupied.

“City” means all of the territory of Wyandotte County, except the territory of the cities of Bonner Springs, Edwardsville, and Lake Quivira and the unincorporated area of Wyandotte County.

"Costs of capital improvement" means costs incurred in providing capital improvements to the storm and surface water management system or any portion thereof including professional services and studies connected thereto; payment of principal and interest on bonds heretofore or hereafter issued, including payment of delinquencies of principal and interest due on bonds that are otherwise payable from special assessments or any other source of revenue; studies related to the operation of the system; and the costs of the rate study performed in relation to establishing rates for the storm and surface water utility and other start-up costs of the storm and surface water utility; costs related to the National Pollution Discharge Elimination System permit and any studies associated therewith as mandated by federal laws and regulations; and costs associated with purchasing equipment, computers, furniture, etc., that are necessary for the operation of the utility.

"Debt service" means an amount equal to the sum of (i) all interest payable on bonds during a fiscal year, plus (ii) any principal installments payable on such bonds during such Fiscal Year.

"Director" means the person appointed by the county administrator to be the director of the storm and surface water utility.

"Dwelling unit" means a singular unit providing independent living facilities for one or more persons in a single-family, duplex, multifamily or condominium residential property.

"Exempt property" means public rights-of-way, public streets, public alleys and public sidewalks.

"Extension and replacement" means costs of extensions, additions and capital improvements to, or the renewal and replacement of capital units of, or purchasing and installing of equipment for, the storm and surface water management system, or land acquisition and relocation costs for the storm and surface water management system and any related costs thereto, or paying extraordinary maintenance and repairs, including the costs of capital improvements or any other expense that is not costs of operation and maintenance or debt service.

"Fiscal year" means a twelve-month period commencing on the first day of January of any year.

"Impervious area" or "hard surface area" means the number of square feet of surface areas over which the open pore structure of the soil is covered, compacted or chemically sealed by human activity in a manner which either prevents or retards the entry of water into soil mantle, as it entered the unmodified soil with vegetative cover, and/or causes water to run off the surface in greater quantities or at an increased rate of flow than from the unmodified soil with vegetative cover. Impervious area will include, but is not limited to, roofs, roof extensions, patios, porches, driveways, sidewalks, pavement, athletic courts, and compacted dirt or graveled areas. For the purpose of calculating Storm Water Utility fees, natural rock outcrops, permanent pools of water, gravel landscape mulch, gravel railroad track ballast, playground sand and riparian sand flats will not be included in the calculation of impervious area.

"Impervious Area Charge" means the monthly impervious area charge, calculated per the impervious area rate established by an ordinance setting or amending the Storm and Surface Water Utility fee.

"In lieu of franchise fee" means a fee of not to exceed five percent of gross revenues of the utility that is imposed by the Unified Government Commission and that is paid to the city for use of public

streets, alleys, sidewalks, and other public rights-of-way from revenues as if the utility was a person, firm or corporation using public rights of way pursuant to K.S.A. 12-2001 et seq.

“Non-Residential Property” means any Property other than Single-Family Residential Property.

“Non-residential storm water customer” means a customer whose electric utility account with BPU is classified as non-residential.

~~Minimum Charge” means the charge established by an ordinance setting or amending the Storm and Surface Water Utility fee.~~

"Operating budget" means the annual storm and surface water utility operating budget adopted by the Unified Government for the succeeding fiscal year.

"Operations and maintenance" means without limitation the current expenses, paid or accrued, of operation, maintenance and current repair of the system, as calculated in accordance with sound accounting practice, and includes, without limiting the generality of the foregoing, insurance premiums, administrative expenses, equipment costs, in lieu of franchise fee payments, labor costs, and the cost of materials and supplies used for current operations.

“Property” means land, buildings, and other improvements together considered as a parcel as identified by the tax parcel established by the County Appraiser.

"Revenues" means all rates, fees, assessments, rentals, fines, penalties, interest, or other charges or other income received by the storm and surface water utility in connection with the ownership, management and operation of the storm and surface water management system, including amounts received from the investment or deposit of monies in any fund or account, as calculated in accordance with sound accounting practice.

“Residential storm water customer” means a customer whose electric utility account with BPU is classified as residential.

“Service Area” means all of the area which is contained within the boundaries of the municipal limits of the city of Kansas City, Kansas except for the area contained within the boundaries of the Fairfax Drainage District.

“Single-Family Residential Property” means a property with up to four dwelling units.

"Storm and surface water management system," "sewer system" or "system" means storm sewers that exist at the time the ordinance codified in this chapter is adopted or that are hereafter established and all appurtenances necessary in the maintaining and operating of the same, including, but not limited to, pumping stations, main sewers, intercepting sewers, lateral sewers, outfall sewers, surface drains, street, curb and alley improvements associated with storm or surface water improvements, natural and manmade wetlands, channels, ditches, rivers, streams, detention and retention ponds and basins and other flood control facilities and works for the collection, transportation, pumping, treatment, and disposing of storm or surface water and pollutants born or carried in such waters.

"Storm and surface water utility" or "utility" means the utility created by this chapter to operate, regulate, maintain and improve the storm and surface water management system and for such other purposes as are set forth in this chapter.

"Storm Water Utility fee" or "storm water user fees" means a service fee authorized by Charter Ordinance CO-04-08, this chapter and as set forth in an ordinance adopted or amended by the Unified Government Commission that is established to pay operation and maintenance, extension and replacement and debt service associated with the storm and surface water management system.

"Storm Water Customer" means the person, partnership, corporation, public agency, or other entity who occupies, controls, possesses, and/or owns, benefits from property and to whom Storm Water Utility fees are billed as provided herein. ~~Storm Water Customers shall be divided into two classes: residential and non-residential.~~

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

"Unified Government Commission" means the governing body of the Unified Government.

(Ord. No. 0-56-08, § 1(30-324), 7-31-2008)

Section 2. That Section 30-329 of Article VIII of Chapter 30 of the Code of the Unified Government of Wyandotte County/ Kansas City, Kansas be and is hereby amended to read as follows:

Section 30-329. Storm Water Utility fee.

- (a) Fee Established. Subject to the provisions of this chapter, there is imposed on each and every single family residential property and non-residential ~~Storm Water Customer property~~ in the City Service Area, a service fee to be known as a storm water utility fee. (Ord. No. O-56-08, § 1(30-329), 7-31-2008; Ord. No. O-57-08, § 1, 7-31-2008; Ord. No. O-59-09, § 1, 7-30-2009; Ord. No. O-45-10, § 1, 7-29-2010)
- (b) Each and every Property's Impervious Area shall be measured in square feet. Each Property shall pay a Stormwater Utility Fee calculated as the sum of a Monthly Base Charge and a Monthly Impervious Area Charge. The Monthly Impervious Area Charge shall be determined by multiplying every five hundred square feet of Impervious Area by the impervious area rate.
- (c) Based upon the projected annual budget adopted by the unified government board of commissioners, the county administrator shall each year recommend to the unified government board of commissioners the monthly base charge and monthly impervious area rate. The unified government board of commissioners shall establish by ordinance the monthly base charge and monthly impervious area rate to ensure that the sewer system generates adequate annual revenues to pay the annual costs of operation and maintenance including replacement of the unified government's sewer system, to satisfy costs associated with any obligations and to provide for costs associated with the unified government capital improvement plan and the expenses of the annual operation. Changes to the rate ordinance shall be published in the official unified government newspaper.

(d) Storm Water Utility fee credit. The Administrator may adopt regulations and procedures that establish credits and/or incentives that reduce the Storm Water Utility fee that would otherwise be assessed against properties. If adopted, all procedures pertaining to credits shall be per the Unified Governments Stormwater Credits and Appeals Manual. In no event shall a Storm Water Utility fee credit exceed 75% of the property's Impervious Area Charge. Storm Water Utility fee credits are applicable to only Non-residential property.

Section 3. That Section 30-330 of Article VIII of Chapter 30 of the Code of the Unified Government of Wyandotte County/ Kansas City, Kansas be and is hereby amended to read as follows:

Section 30-330. Appeal procedure.

(a) Any persons disagreeing with their monthly Storm Water Utility fee, and/or disagreeing with whether their property is served by the Storm Water Utility may appeal to the director. Any owner of a property for which a Storm Water Utility fee has been assessed may appeal the Storm Water Utility fee for that property for the following reason: (i) identification of customer classification reasons: (i) designation of property classification and/or ownership, (ii) calculations of the Storm Water Utility fee, (iii) designation of impervious area square feet, and (iv) determination of Storm Water Utility fee credit.

(b) Appeals must be in writing to the director. The director or their designee shall thereafter hold an informal hearing. ~~The director or their designee will coordinate with BPU to address the appeal. The director or designee, prior to such hearing, may request that the appealing party provide information concerning the basis of the appeal, including a land survey prepared by a registered surveyor showing dwelling units, total property area, and impervious area as appropriate, if such information is deemed to be material by the director or designee. The director or designee may consider any relevant evidence. Based on information provided, the director or designee shall make a determination as to whether the Storm Water Utility fee should be adjusted for such property.~~ The director or designee shall notify parties in writing of the decision.

(c) Right to appeal; appeal board; appeal hearing.

(1) A person shall have the right to appeal the decision of the director to the storm and surface water utility appeals board. Such appeal shall be made within twenty days of the date the director notifies the person of the director's decision in the informal proceedings. Such appeal shall be in writing and shall be filed with the director.

(2) The storm and surface water utility appeals board shall consist of the following members: County Administrator or his designee, County Engineer or his designee, Director of Public Works or his designee.

(3) A hearing on such appeal shall be held within thirty days from the date the notice of appeal is received, and the applicant shall be given seven days' advance notice of the time and date the appeal hearing is to be held. At such hearing, the appellant shall present evidence concerning the drainage Stormwater Utility fee for the property in question and the director and/or his/her designee shall present evidence concerning their findings from the informal proceedings. The storm and surface

water utility appeals board shall render a decision in writing that sets forth findings that support their decision within seven days of the hearing. The decision of the storm and surface water utility appeals board shall be final, and any further appeal of such decision shall be to the Judicial District Court of the State of Kansas by way of the provisions of K.S.A. 60-2101(d). (Ord. No. O-56-08, § 1(30-330), 7-31-2008) (Ord. No. O-56-08, § 1(30-330), 7-31-2008)

Section 4. This ordinance shall take effect and be in fully force after its passage, approval and publication of the Summary Ordinance in the official Unified Government Newspaper.

PASSED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS ____ DAY OF _____, 2021.

APPROVED:

David Alvey, Mayor/CEO

ATTEST:

Unified Government Clerk

Approved as to form:

Misty S. Brown, Chief Counsel

(Published _____)

ORDINANCE NO. _____

AN ORDINANCE amending the Storm and Surface Water Utility fee and providing an effective date.

WHEREAS, the Board of Commissioners for the Unified Government of Wyandotte County/Kansas City has under consideration an amendment to the Storm and Surface Water Utility fee ordinance which requires the Board of Commissioners to amend the Storm and Surface Water Utility fee; and

WHEREAS, the County Administrator has recommended rates as set forth herein based upon input by City staff; and

WHEREAS, the Board of Commissioners have evaluated the recommendations and have determined that the fees set forth herein below are reasonable and necessary and are in accordance with the provisions of Ordinance No.CO-04-08; and

WHEREAS, the Board of Commissioners have determined it to be appropriate to implement the stormwater utility fee set forth herein as of the effective date of this resolution.

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

Section 1. Stormwater Utility Fee Established. Each and every Property in the City Service Area shall be assessed a monthly Storm Water Utility Fee as per the provisions of this ordinance.

Section 2. This Ordinance shall become effective upon its adoption and after January 1, 2024. Each and every Property within the City Service Area shall begin paying the established monthly stormwater utility fee on January 1, 2024 according to the below schedule.

Section 3. Each and every Property's Impervious Area shall be measured in square feet. Each Property shall pay a Stormwater Utility Fee calculated as the sum of a Monthly Base Charge and a Monthly Impervious Area Charge. The Monthly Impervious Area Charge shall be determined by multiplying every five hundred square feet of Impervious Area rate.

	2024	2025	2026
Monthly Base Charge	\$4.08	\$4.35	\$4.65
Monthly Impervious Area Rate per 500 square feet	\$0.80	\$0.85	\$0.91

Section 4. The rates for 2025 will become effective January 1, 2025 and the rates for 2026 will become effective January 1, 2026.

Section 5. The Unified Government, the Mayor, the County Administrator and the Unified Government's other officers, agents, and employees are hereby authorized and directed to take such further action, and execute such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS,
THIS _____ DAY OF _____, 2021.**

David Alvey, Mayor/CEO

ATTEST:

Unified Government Clerk

Approved as to form:

Misty S. Brown, Deputy Chief Counsel

(Summary Ordinance Published _____)

ORDINANCE NO.

AN ORDINANCE relating to a Storm and Surface Water Utility fee; amending Section 30-324, 30-327, 30-229, and 30-330 of Article VIII of Chapter 30 of the 1988 Code of Ordinances City of Kansas City, Kansas.

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

Section 1. That Section 30-324 of Article VIII of Chapter 30 of the Code of the Unified Government of Wyandotte County/ Kansas City, Kansas be and is hereby amended to read as follows:

Section 30-324. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"Bonds" means revenue or general obligation bonds or notes heretofore or hereafter issued to finance the costs of improvements.

"BPU" means the Board of Public Utilities, an administrative agency of the Unified Government.

"Certificate of occupancy" means a certificate issued by the office of central inspection that permits a newly constructed or a new addition to a residential developed property or nonresidential developed property to be occupied.

"City" means all of the territory of Wyandotte County, except the territory of the cities of Bonner Springs, Edwardsville, and Lake Quivira and the unincorporated area of Wyandotte County.

"Costs of capital improvement" means costs incurred in providing capital improvements to the storm and surface water management system or any portion thereof including professional services and studies connected thereto; payment of principal and interest on bonds heretofore or hereafter issued, including payment of delinquencies of principal and interest due on bonds that are otherwise payable from special assessments or any other source of revenue; studies related to the operation of the system; and the costs of the rate study performed in relation to establishing rates for the storm and surface water utility and other start-up costs of the storm and surface water utility; costs related to the National Pollution Discharge Elimination System permit and any studies associated therewith as mandated by federal laws and regulations; and costs associated with purchasing equipment, computers, furniture, etc., that are necessary for the operation of the utility.

"Debt service" means an amount equal to the sum of (i) all interest payable on bonds during a fiscal year, plus (ii) any principal installments payable on such bonds during such Fiscal Year.

"Director" means the person appointed by the county administrator to be the director of the storm and surface water utility.

"Dwelling unit" means a singular unit providing independent living facilities for one or more persons in a single-family, duplex, multifamily or condominium residential property.

"Exempt property" means public rights-of-way, public streets, public alleys and public sidewalks.

"Extension and replacement" means costs of extensions, additions and capital improvements to, or the renewal and replacement of capital units of, or purchasing and installing of equipment for, the storm and surface water management system, or land acquisition and relocation costs for the storm and surface water management system and any related costs thereto, or paying extraordinary maintenance and repairs, including the costs of capital improvements or any other expense that is not costs of operation and maintenance or debt service.

"Fiscal year" means a twelve-month period commencing on the first day of January of any year.

"Impervious area" or "hard surface area" means the number of square feet of surface areas over which the open pore structure of the soil is covered, compacted or chemically sealed by human activity in a manner which either prevents or retards the entry of water into soil mantle, as it entered the unmodified soil with vegetative cover, and/or causes water to run off the surface in greater quantities or at an increased rate of flow than from the unmodified soil with vegetative cover. Impervious area will include, but is not limited to, roofs, roof extensions, patios, porches, driveways, sidewalks, pavement, athletic courts, and compacted dirt or graveled areas. For the purpose of calculating Storm Water Utility fees, natural rock outcrops, permanent pools of water, gravel landscape mulch, gravel railroad track ballast, playground sand and riparian sand flats will not be included in the calculation of impervious area.

"Impervious Area Tiers" means the square footage of impervious area defined for the five tiers as stated in the Stormwater Utility fee ordinance.

"In lieu of franchise fee" means a fee of not to exceed five percent of gross revenues of the utility that is imposed by the Unified Government Commission and that is paid to the city for use of public streets, alleys, sidewalks, and other public rights-of-way from revenues as if the utility was a person, firm or corporation using public rights of way pursuant to K.S.A. 12-2001 et seq.

"Non-Residential Property" means any Property other than Single-Family Residential Property.

"Non-residential storm water customer" means a customer whose electric utility account with BPU is classified as non-residential.

"Minimum Charge" means the charge established by an ordinance setting or amending the Storm and Surface Water Utility fee.

"Operating budget" means the annual storm and surface water utility operating budget adopted by the Unified Government for the succeeding fiscal year.

"Operations and maintenance" means without limitation the current expenses, paid or accrued, of operation, maintenance and current repair of the system, as calculated in accordance with sound accounting practice, and includes, without limiting the generality of the foregoing, insurance premiums, administrative expenses, equipment costs, in lieu of franchise fee payments, labor costs, and the cost of materials and supplies used for current operations.

"Property" means land, buildings, and other improvements together considered as a parcel as identified by the tax parcel established by the County Appraiser.

"Revenues" means all rates, fees, assessments, rentals, fines, penalties, interest, or other charges or other income received by the storm and surface water utility in connection with the ownership, management and operation of the storm and surface water management system, including amounts received from the investment or deposit of monies in any fund or account, as calculated in accordance with sound accounting practice.

"Residential storm water customer" means a customer whose electric utility account with BPU is classified as residential.

"Service Area" means all of the area which is contained within the boundaries of the municipal limits of the city of Kansas City, Kansas except for the area contained within the boundaries of the Fairfax Drainage District.

"Single-Family Residential Property" means a property with up to four dwelling units.

"Storm and surface water management system," "sewer system" or "system" means storm sewers that exist at the time the ordinance codified in this chapter is adopted or that are hereafter established and all appurtenances necessary in the maintaining and operating of the same, including, but not limited to, pumping stations, main sewers, intercepting sewers, lateral sewers, outfall sewers, surface drains, street, curb and alley improvements associated with storm or surface water improvements, natural and manmade wetlands, channels, ditches, rivers, streams, detention and retention ponds and basins and other flood control facilities and works for the collection, transportation, pumping, treatment, and disposing of storm or surface water and pollutants born or carried in such waters.

"Storm and surface water utility" or "utility" means the utility created by this chapter to operate, regulate, maintain and improve the storm and surface water management system and for such other purposes as are set forth in this chapter.

"Storm Water Utility fee" or "storm water user fees" means a service fee authorized by Charter Ordinance CO-04-08, this chapter and as set forth in an ordinance adopted or amended by the Unified Government Commission that is established to pay operation and maintenance, extension and replacement and debt service associated with the storm and surface water management system.

"Storm Water Customer" means the person, partnership, corporation, public agency, or other entity who occupies, controls, possesses, and/or owns, benefits from property and to whom Storm Water Utility fees are billed as provided herein.

“Unified Government” means the Unified Government of Wyandotte County/Kansas City, Kansas.

“Unified Government Commission” means the governing body of the Unified Government.

(Ord. No. 0-56-08, § 1(30-324), 7-31-2008)

Section 2. That Section 30-329 of Article VIII of Chapter 30 of the Code of the Unified Government of Wyandotte County/ Kansas City, Kansas be and is hereby amended to read as follows:

Section 30-329. Storm Water Utility fee.

- (a) Fee Established. Subject to the provisions of this chapter, there is imposed on each and every single-family residential property and non-residential property in the City Service Area, a service fee to be known as a storm water utility fee.
- (b) Each and every Non-Residential Property within the City Service Area shall be categorized into one of five tiers based on the impervious surface area of the property. Each Non-Residential Property shall pay a set rate based on its tier category. Residential properties shall all pay the same rate.
- (c) Based upon the projected annual budget adopted by the unified government board of commissioners, the county administrator shall each year recommend to the unified government board of commissioners the rate for each of the five tiers and for residential properties. The unified government board of commissioners shall establish by ordinance the rate for each of the five tiers and for residential properties to ensure that the sewer system generates adequate annual revenues to pay the annual costs of operation and maintenance including replacement of the unified government's sewer system, to satisfy costs associated with any obligations and to provide for costs associated with the unified government capital improvement plan and the expenses of the annual operation. Changes to the rate ordinance shall be published in the official unified government newspaper.

(Ord. No. O-56-08, § 1(30-329), 7-31-2008; Ord. No. O-57-08, § 1, 7-31-2008; Ord. No. O-59-09, § 1, 7-30-2009; Ord. No. O-45-10, § 1, 7-29-2010)

Section 3. That Section 30-330 of Article VIII of Chapter 30 of the Code of the Unified Government of Wyandotte County/ Kansas City, Kansas be and is hereby amended to read as follows:

Section 30-330. Appeal procedure.

- (a) Any persons disagreeing with their monthly Storm Water Utility fee, and/or disagreeing with whether their property is served by the Storm Water Utility may appeal to the director. Any owner of a property for which a Storm Water Utility fee has been assessed may appeal the Storm Water Utility fee for that property for the following reasons: (i) designation of property classification, (ii) calculations of the Storm Water Utility fee, and (iii) designation of impervious area tier.

(b) Appeals must be in writing to the director. The director or their designee shall thereafter hold an informal hearing. The director or designee, prior to such hearing, may request that the appealing party provide information concerning the basis of the appeal, including a land survey prepared by a registered surveyor showing dwelling units, total property area, and impervious area as appropriate, if such information is deemed to be material by the director or designee. The director or designee may consider any relevant evidence. Based on information provided, the director or designee shall make a determination as to whether the Storm Water Utility fee should be adjusted for such property. The director or designee shall notify parties in writing of the decision.

(c) Right to appeal; appeal board; appeal hearing.

(1) A person shall have the right to appeal the decision of the director to the storm and surface water utility appeals board. Such appeal shall be made within twenty days of the date the director notifies the person of the director's decision in the informal proceedings. Such appeal shall be in writing and shall be filed with the director.

(2) The storm and surface water utility appeals board shall consist of the following members: County Administrator or his designee, County Engineer or designee, Director of Public Works or designee.

(3) A hearing on such appeal shall be held within thirty days from the date the notice of appeal is received, and the applicant shall be given seven days' advance notice of the time and date the appeal hearing is to be held. At such hearing, the appellant shall present evidence concerning the Stormwater Utility fee for the property in question and the director and/or his/her designee shall present evidence concerning their findings from the informal proceedings. The storm and surface water utility appeals board shall render a decision in writing that sets forth findings that support their decision within seven days of the hearing. The decision of the storm and surface water utility appeals board shall be final, and any further appeal of such decision shall be to the Judicial District Court of the State of Kansas by way of the provisions of K.S.A. 60-2101(d).

(Ord. No. O-56-08, § 1(30-330), 7-31-2008)

Section 4. This ordinance shall take effect and be in fully force after its passage, approval and publication of the Summary Ordinance in the official Unified Government Newspaper.

PASSED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS ____ DAY OF _____, 2021.

APPROVED:

David Alvey, Mayor/CEO

ATTEST:

Unified Government Clerk

Approved as to form:

Misty S. Brown, Chief Counsel

(Summary Ordinance Published _____)

ORDINANCE NO. _____

AN ORDINANCE relating to a Storm and Surface Water Utility fee; amending Section 30-324, 30-327, 30-229, and 30-330 of Article VIII of Chapter 30 of the 1988 Code of Ordinances City of Kansas City, Kansas.

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

Section 1. That Section 30-324 of Article VIII of Chapter 30 of the Code of the Unified Government of Wyandotte County/ Kansas City, Kansas be and is hereby amended to read as follows:

Section 30-324. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"Bonds" means revenue or general obligation bonds or notes heretofore or hereafter issued to finance the costs of improvements.

"BPU" means the Board of Public Utilities, an administrative agency of the Unified Government.

"Certificate of occupancy" means a certificate issued by the office of central inspection that permits a newly constructed or a new addition to a residential developed property or nonresidential developed property to be occupied.

"City" means all of the territory of Wyandotte County, except the territory of the cities of Bonner Springs, Edwardsville, and Lake Quivira and the unincorporated area of Wyandotte County.

"Costs of capital improvement" means costs incurred in providing capital improvements to the storm and surface water management system or any portion thereof including professional services and studies connected thereto; payment of principal and interest on bonds heretofore or hereafter issued, including payment of delinquencies of principal and interest due on bonds that are otherwise payable from special assessments or any other source of revenue; studies related to the operation of the system; and the costs of the rate study performed in relation to establishing rates for the storm and surface water utility and other start-up costs of the storm and surface water utility; costs related to the National Pollution Discharge Elimination System permit and any studies associated therewith as mandated by federal laws and regulations; and costs associated with purchasing equipment, computers, furniture, etc., that are necessary for the operation of the utility.

"Debt service" means an amount equal to the sum of (i) all interest payable on bonds during a fiscal year, plus (ii) any principal installments payable on such bonds during such Fiscal Year.

"Director" means the person appointed by the county administrator to be the director of the storm and surface water utility.

"Dwelling unit" means a singular unit providing independent living facilities for one or more persons in a single-family, duplex, multifamily or condominium residential property.

"Exempt property" means public rights-of-way, public streets, public alleys and public sidewalks.

"Extension and replacement" means costs of extensions, additions and capital improvements to, or the renewal and replacement of capital units of, or purchasing and installing of equipment for, the storm and surface water management system, or land acquisition and relocation costs for the storm and surface water management system and any related costs thereto, or paying extraordinary maintenance and repairs, including the costs of capital improvements or any other expense that is not costs of operation and maintenance or debt service.

"Fiscal year" means a twelve-month period commencing on the first day of January of any year.

"Impervious area" or "hard surface area" means the number of square feet of surface areas over which the open pore structure of the soil is covered, compacted or chemically sealed by human activity in a manner which either prevents or retards the entry of water into soil mantle, as it entered the unmodified soil with vegetative cover, and/or causes water to run off the surface in greater quantities or at an increased rate of flow than from the unmodified soil with vegetative cover. Impervious area will include, but is not limited to, roofs, roof extensions, patios, porches, driveways, sidewalks, pavement, athletic courts, and compacted dirt or graveled areas. For the purpose of calculating Storm Water Utility fees, natural rock outcrops, permanent pools of water, gravel landscape mulch, gravel railroad track ballast, playground sand and riparian sand flats will not be included in the calculation of impervious area.

"Impervious Area Tiers" means the square footage of impervious area defined for the five tiers as stated in the Stormwater Utility fee ordinance.

"In lieu of franchise fee" means a fee of not to exceed five percent of gross revenues of the utility that is imposed by the Unified Government Commission and that is paid to the city for use of public streets, alleys, sidewalks, and other public rights-of-way from revenues as if the utility was a person, firm or corporation using public rights of way pursuant to K.S.A. 12-2001 et seq.

"Non-Residential Property" means any Property other than Single-Family Residential Property.

"Non-residential storm water customer" means a customer whose electric utility account with BPU is classified as non-residential.

"Minimum Charge" means the charge established by an ordinance setting or amending the Storm and Surface Water Utility fee.

"Operating budget" means the annual storm and surface water utility operating budget adopted by the Unified Government for the succeeding fiscal year.

"Operations and maintenance" means without limitation the current expenses, paid or accrued, of operation, maintenance and current repair of the system, as calculated in accordance with sound accounting practice, and includes, without limiting the generality of the foregoing, insurance premiums, administrative expenses, equipment costs, in lieu of franchise fee payments, labor costs, and the cost of materials and supplies used for current operations.

"Property" means land, buildings, and other improvements together considered as a parcel as identified by the tax parcel established by the County Appraiser.

"Revenues" means all rates, fees, assessments, rentals, fines, penalties, interest, or other charges or other income received by the storm and surface water utility in connection with the ownership, management and operation of the storm and surface water management system, including amounts received from the investment or deposit of monies in any fund or account, as calculated in accordance with sound accounting practice.

"Residential storm water customer" means a customer whose electric utility account with BPU is classified as residential.

"Service Area" means all of the area which is contained within the boundaries of the municipal limits of the city of Kansas City, Kansas except for the area contained within the boundaries of the Fairfax Drainage District.

"Single-Family Residential Property" means a property with up to four dwelling units.

"Storm and surface water management system," "sewer system" or "system" means storm sewers that exist at the time the ordinance codified in this chapter is adopted or that are hereafter established and all appurtenances necessary in the maintaining and operating of the same, including, but not limited to, pumping stations, main sewers, intercepting sewers, lateral sewers, outfall sewers, surface drains, street, curb and alley improvements associated with storm or surface water improvements, natural and manmade wetlands, channels, ditches, rivers, streams, detention and retention ponds and basins and other flood control facilities and works for the collection, transportation, pumping, treatment, and disposing of storm or surface water and pollutants born or carried in such waters.

"Storm and surface water utility" or "utility" means the utility created by this chapter to operate, regulate, maintain and improve the storm and surface water management system and for such other purposes as are set forth in this chapter.

"Storm Water Utility fee" or "storm water user fees" means a service fee authorized by Charter Ordinance CO-04-08, this chapter and as set forth in an ordinance adopted or amended by the Unified Government Commission that is established to pay operation and maintenance, extension and replacement and debt service associated with the storm and surface water management system.

"Storm Water Customer" means the person, partnership, corporation, public agency, or other entity who occupies, controls, possesses, and/or owns, benefits from property and to whom Storm Water

Utility fees are billed as provided herein. ~~Storm Water Customers shall be divided into two classes: residential and non-residential.~~

“Unified Government” means the Unified Government of Wyandotte County/Kansas City, Kansas.

“Unified Government Commission” means the governing body of the Unified Government.

(Ord. No. 0-56-08, § 1(30-324), 7-31-2008)

Section 2. That Section 30-329 of Article VIII of Chapter 30 of the Code of the Unified Government of Wyandotte County/ Kansas City, Kansas be and is hereby amended to read as follows:

Section 30-329. Storm Water Utility fee.

- (a) Fee Established. Subject to the provisions of this chapter, there is imposed on each and every single-family residential property and non-residential ~~Storm Water Customer property~~ in the City Service Area, a service fee to be known as a storm water utility fee. (Ord. No. O-56-08, § 1(30-329), 7-31-2008; Ord. No. O-57-08, § 1, 7-31-2008; Ord. No. O-59-09, § 1, 7-30-2009; Ord. No. O-45-10, § 1, 7-29-2010)
- (b) Each and every Non-Residential Property within the City Service Area shall be categorized into one of five tiers based on the impervious surface area of the property. Each Non-Residential Property shall pay a set rate based on its tier category. Residential properties shall all pay the same rate.
- (c) Based upon the projected annual budget adopted by the unified government board of commissioners, the county administrator shall each year recommend to the unified government board of commissioners the rate for each of the five tiers and for residential properties. The unified government board of commissioners shall establish by ordinance the rate for each of the five tiers and for residential properties to ensure that the sewer system generates adequate annual revenues to pay the annual costs of operation and maintenance including replacement of the unified government's sewer system, to satisfy costs associated with any obligations and to provide for costs associated with the unified government capital improvement plan and the expenses of the annual operation. Changes to the rate ordinance shall be published in the official unified government newspaper.

Section 3. That Section 30-330 of Article VIII of Chapter 30 of the Code of the Unified Government of Wyandotte County/ Kansas City, Kansas be and is hereby amended to read as follows:

Section 30-330. Appeal procedure.

- (a) Any persons disagreeing with their monthly Storm Water Utility fee, and/or disagreeing with whether their property is served by the Storm Water Utility may appeal to the director. Any owner of a property for which a Storm Water Utility fee has been assessed may appeal the Storm Water

Utility fee for that property for the following ~~reason~~ reasons: (i) ~~identification~~ designation of ~~customer property~~ classification, (ii) calculations of the Storm Water Utility fee, and (iii) designation of impervious area tier.

(b) Appeals must be in writing to the director. The director or their designee shall thereafter hold an informal hearing. The director or ~~their~~ designee ~~will coordinate with BPU, prior to address such hearing, may request that~~ the appealing party provide information concerning the basis of the appeal, including a land survey prepared by a registered surveyor showing dwelling units, total property area, and impervious area as appropriate, if such information is deemed to be material by the director or designee. The director or designee may consider any relevant evidence. Based on information provided, the director or designee shall make a determination as to whether the Storm Water Utility fee should be adjusted for such property. The director or designee shall notify parties in writing of the decision.

(c) Right to appeal; appeal board; appeal hearing.

(1) A person shall have the right to appeal the decision of the director to the storm and surface water utility appeals board. Such appeal shall be made within twenty days of the date the director notifies the person of the director's decision in the informal proceedings. Such appeal shall be in writing and shall be filed with the director.

(2) The storm and surface water utility appeals board shall consist of the following members: County Administrator or his designee, County Engineer or his designee, Director of Public Works or his designee.

(3) A hearing on such appeal shall be held within thirty days from the date the notice of appeal is received, and the applicant shall be given seven days' advance notice of the time and date the appeal hearing is to be held. At such hearing, the appellant shall present evidence concerning the ~~drainage~~ Stormwater Utility fee for the property in question and the director and/or his/her designee shall present evidence concerning their findings from the informal proceedings. The storm and surface water utility appeals board shall render a decision in writing that sets forth findings that support their decision within seven days of the hearing. The decision of the storm and surface water utility appeals board shall be final, and any further appeal of such decision shall be to the Judicial District Court of the State of Kansas by way of the provisions of K.S.A. 60-2101(d). (Ord. No. O-56-08, § 1(30-330), 7-31-2008)

(Ord. No. O-56-08, § 1(30-330), 7-31-2008)

Section 4. This ordinance shall take effect and be in fully force after its passage, approval and publication of the Summary Ordinance in the official Unified Government Newspaper.

**PASSED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS THIS ____ DAY OF _____, 2021.**

APPROVED:

David Alvey, Mayor/CEO

ATTEST:

Unified Government Clerk

Approved as to form:

Misty S. Brown, Chief Counsel

(Published _____)

ORDINANCE NO. _____

AN ORDINANCE amending the Storm and Surface Water Utility fee and providing an effective date.

WHEREAS, the Board of Commissioners for the Unified Government of Wyandotte County/Kansas City has under consideration an amendment to the Storm and Surface Water Utility fee ordinance which requires the Board of Commissioners to amend the Storm and Surface Water Utility fee; and

WHEREAS, the County Administrator has recommended rates as set forth herein based upon input by City staff; and

WHEREAS, the Board of Commissioners have evaluated the recommendations and have determined that the fees set forth herein below are reasonable and necessary and are in accordance with the provisions of Ordinance No.CO-04-08; and

WHEREAS, the Board of Commissioners have determined it to be appropriate to implement the stormwater utility fee set forth herein as of the effective date of this resolution.

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

Section 1. Storm Water Utility Fee Established. Each and every Property in the City Service Area shall be assessed a monthly Storm Water Utility Fee as per the provisions of this ordinance.

Section 2. This Ordinance shall become effective upon its adoption and after July 1, 2023. Each and every Property within the City Service Area shall begin paying the established monthly stormwater utility fee on July 1, 2023 according to the below schedule.

Section 3. Each and every Non-Residential Property within the City Service Area shall be categorized into a tier based on the impervious surface area of the property. The Impervious Area tiers shall be assigned as follows:

Impervious Area Tiers	Impervious Area in square feet
1	0-5,000
2	5,001-8,000
3	8,001-20,000
4	20,001-50,000
5	Over 50,000

Residential Property

	2023	2024	2025
All residential property	\$7.50	\$7.50	\$7.75

Non-Residential Property

	2023	2024	2025
Tier 1	\$15	\$15	\$16
Tier 2	\$25	\$25	\$26
Tier 3	\$60	\$60	\$62
Tier 4	\$150	\$150	\$154
Tier 5	\$400	\$400	\$410

Section 4. The rates for 2025 shall be effective January 1, 2025.

Section 5. The Unified Government, the Mayor, the County Administrator and the Unified Government's other officers, agents, and employees are hereby authorized and directed to take such further action, and execute such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS,
THIS _____ DAY OF _____, 2021.**

David Alvey, Mayor/CEO

ATTEST:

Unified Government Clerk

Approved as to form:

Misty S. Brown, Chief Counsel



Staff Request for Commission Action

Tracking No. 211224

Full Commission Meeting Date: 12/2/21

Committee: Full Commission

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

Publication Required: No

<u>Date:</u> 11/24/2021	<u>Contact Name:</u> Bridgette Cobbins, Jeffrey Conway	<u>Contact Phone:</u> x8039, x5075	<u>Contact Email:</u> bcobbins@wycokck.org, jconway@wycokck.org	<u>Department/Division:</u> Administrator's Office
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Item Description:

Presentation regarding cost and consideration of adding an additional holiday. A resolution is attached for consideration should the commission elect to move forward to add Juneteenth to the schedule of holidays along with other considerations to clear up the current holiday schedule, specifically renaming the Good Friday holiday as Spring Holiday, and to add a provision clarifying payout at termination, submitted by Bridgette Cobbins, Assistant County Administrator and Jeff Conway, Assistant Counsel.

Action Requested:

To adopt the resolution.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Juneteenth Resolution (2nd), Holidays_Revised_11.29.21

RESOLUTION NO. _____

**A RESOLUTION AMENDING POLICY 5.3 OF THE HUMAN RESOURCES
GUIDE OF THE UNIFIED GOVERNMENT REGARDING HOLIDAYS, TO
ADD JUNETEENTH AS A HOLIDAY AND TO RENAME A HOLIDAY.**

WHEREAS, Pursuant to Section 2-103(12) of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas, the county administrator has the authority to prepare for adoption those policies relating to the selection, discipline, dismissal and all other personnel related matters applicable to all employees of the Unified Government.

WHEREAS, the Unified Government has adopted those personnel policies and made them available to Unified Government employees in a document known as the Human Resources Guide (HRG).

WHEREAS, additions or amendments to the Human Resources Guide may be proposed from time to time, subject to adoption by the Unified Government Board of Commissioners.

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

Section 1. That Section 5.3 of the Unified Government Human Resources Guide regarding holidays is amended as attached.

Section 2. The Mayor, the County Administrator and the Unified Government's other officers, agents, and employees are hereby authorized and directed to take such further action, and execute such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. This policy shall take effect and be in full force on January 1, 2022.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF THE
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS
CITY, KANSAS, THIS _____ DAY OF _____, 2021.**

Approved:

David Alvey, Mayor/CEO

Attest:

Unified Government Clerk



Unified Government Human Resources Guide

Effective 04-01-05

HOLIDAYS

- I. General: Unified Government offices are closed on holidays.
- II. Policy
 - A. The Unified Board of Commissioners shall determine which day of the week the holidays listed below shall be observed. The Board may also declare any other working day to be a holiday.
 - 1. New Year's Day
 - 2. Martin Luther King, Jr. Day
 - 3. Presidents' Day
 - 4. ~~Good Friday~~ Spring Holiday
 - 5. Memorial Day
 - 6. Juneteenth
 - ~~6.~~ 7. Independence Day
 - ~~7.~~ 8. Labor Day
 - ~~8.~~ 9. Veterans' Day
 - ~~9.~~ 10. Thanksgiving Day
 - ~~10.~~ 11. The Friday following Thanksgiving Day
 - ~~11.~~ 12. Christmas Day
 - B. The Clerk shall issue the annual holiday schedule prior to January 1st of each year. If a holiday falls on a Saturday or Sunday, the Board may determine that it shall be observed on either the preceding Friday or the following Monday.
 - C. Full-time regular and part-time A employees receive pay for holidays, but part-time B, temporary and summer employees do not. Holiday pay for part-time A employees is limited to four hours.
 - D. Employees on unpaid leave of absence (including military leave) do not receive pay for holidays.
 - E. Employees whose regularly scheduled day off falls on a holiday shall be given another day off. Such time shall be agreed upon between the employee and his/her supervisor. Such day off shall be taken within one year of the date of the holiday or it is forfeited.
 - F. Command officers in the Police, Sheriff and Fire Departments
 - 1. Police and Sheriff Department command officers may take an alternate day off in lieu of a holiday with pay. Such day off shall be taken within one year of the date of the holiday or it is forfeited.



Unified Government Human Resources Guide

Effective 04-01-05

2. Fire Department: Officers who must work on the holiday shall have alternate time off, as determined by the Fire Chief.
 - a. Those officers working a 24/48 shift are granted a shift-day off (12 hours) for each holiday. Officers working the 8-hour-day shift shall be granted an 8-hour-day off.
 - b. In the event time for observance of the holiday is not granted to the employee by the end of the calendar year, the officer shall be compensated for the loss of the holiday by the payment of salary for one day.
 - (1) To determine the daily rate, the monthly salary shall be divided by thirty.
- (2) However, if the holiday was not one of those listed above, but was declared a holiday in discretionary action by the Unified Board of Commissioners, the employee may not be compensated for its loss by payment of salary.