

AGENDA UPDATE
JANUARY 27, 2022 UNIFIED GOVERNMENT BOARD OF
COMMISSIONERS MEETING
ORDER OF BUSINESS
MEETING TO CONVENE AT 7:00 PM

FULL COMMISSION

You are invited to a Zoom webinar.

When: January 27, 2022 07:00 PM Central Time (US and Canada)

Topic: Full Commission Meeting (P/Z)

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join.

<https://us02web.zoom.us/j/88211931557?pwd=ZHG3dzVUZkZkcjRSR05KbXR2SXQ3UT09>

Passcode: 924196

Description: The Board of Commission has policy-making authority over the County of Wyandotte County and Kansas City, KS. The Commission sets county policies, adopts ordinances, appropriates funds, approves land re-zonings and special exceptions to the zoning ordinance, and carries out other responsibilities set forth by the State Code.

Or One tap mobile:

+13462487799,,88211931557# US (Houston)

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Or join by phone:

Dial(for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782 or +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592 or 888 475 4499 (Toll Free) or 877 853 5257 (Toll Free)

Webinar ID: 882 1193 1557

International numbers available: <https://us02web.zoom.us/j/88211931557>

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. INVOCATION GIVEN BY REVEREND**
- IV. PLEDGE OF ALLEGIANCE**
- V. REVISIONS TO THURSDAY, JANUARY 27, 2022 AGENDA**

ADDITIONAL DOCUMENTATION

Item No. 1 – 211256...SPECIAL USE PERMIT SP2021-047 - ALBERT H. WALKER

Synopsis: Special Use Permit to keep livestock (horses on the property) at 3633, 3703 and 3707 Bell Crossing, 3701, 3702, and 3706 North 37th Street and 3655 Sortor Drive, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design, 573-5751. (RECOMMENDED FOR DENIAL)

Tracking #: 211256

VI. CLERK'S STATEMENT

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

- VII. PLANNING AND ZONING CONSENT AGENDA
- VIII. PLANNING AND ZONING NON-CONSENT AGENDA
- IX. MAYOR'S AGENDA
- X. REGULAR CONSENT AGENDA
- XI. PUBLIC HEARING AGENDA
- XII. STANDING COMMITTEES' AGENDA
- XIII. ADMINISTRATOR'S AGENDA
- XIV. COMMISSIONERS' AGENDA
- XV. LAND BANK BOARD OF TRUSTEES' AGENDA
- XVI. PUBLIC ANNOUNCEMENTS
- XVII. ADJOURN

VII. PLANNING AND ZONING CONSENT AGENDA

A. CHANGE OF ZONE APPLICATIONS

1. COZ2021-047 – MICHAEL MAKRIS WITH BHC RHODES

Synopsis: Change of Zone from R-1 Single Family, C-1 Limited Business and CP-1 Planned Limited Business Districts to RP-4 Planned Garden Apartment District for Tower View Townhomes at 2416 and 2416A South 51st Street, 5115 Gibbs Road and 5125 Gibbs Road, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design, 573-5751. **(RECOMMENDED FOR APPROVAL)**

Tracking #: 211251

2. COZ2021-053 - JOHN CAUTHON

Synopsis: Change of Zone from R-1 Single Family District to A-G Agriculture District for agricultural purposes at 3817 Lust Drive, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design, 573-5751. **(RECOMMENDED FOR APPROVAL)**

Tracking #: 211253

B. SPECIAL USE PERMIT APPLICATIONS

1. SP2021-047 - ALBERT H. WALKER (REVISED PER BLUE SHEET)

Synopsis: Special Use Permit to keep livestock (horses on the property) at 3633, 3703 and 3707 Bell Crossing, 3701, 3702, and 3706 North 37th Street and 3655 Sortor Drive, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design, 573-5751. **(RECOMMENDED FOR DENIAL)**

Tracking #: 211256

2. **SP2021-077 – NATALIE MCNUTT**

Synopsis: Special Use Permit for a Short-Term Rental at 3801 Lloyd Street, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design, 573-5751. **(RECOMMENDED FOR APPROVAL FOR 1 YEAR)**

Tracking #: 211254

3. **SP2021-080 – RYAN STOOPS WITH JAMESTOWN PROPERTIES LLC**

Synopsis: Special Use Permit for a Short-Term Rental/AirBnB at 3151 West 45th Avenue, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design, 573-5751. **(RECOMMENDED FOR APPROVAL FOR 1 YEAR)**

Tracking #: 211255

4. **SP2021-083 – AURELIO AND MARIA NAVAREZ**

Synopsis: Renewal of a Special Use Permit (SP-2016-79 – expired 10/27/2021) for live entertainment in conjunction with a drinking establishment at 6550 Kaw Drive, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design, 573-5751. **(RECOMMENDED FOR APPROVAL FOR 10 YEARS)**

Tracking #: 211248

5. **SP2021-085 – PAUL RIDGWAY**

Synopsis: Renewal of a Home Occupation Special Use Permit (SP-2020-88 – expires 1/14/2022) for a personal trainer business at 419 Armstrong Avenue, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design, 573-5751. **(RECOMMENDED FOR APPROVAL FOR 2 YEARS)**

Tracking #: 211249

6. **SP2021-086 – BEVERLY AND FREDERICK AVERY WITH AVERY’S VILLAGE**

Synopsis: Renewal of a Special Use Permit (SP-2020-7 – expires 1/30/2022) for a youth residential facility (Avery’s Village) at 6261 Leavenworth Road, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design, 573-5751.

(RECOMMENDED FOR APPROVAL FOR 5 YEARS)

Tracking #: 211250

C. MASTER PLAN AMENDMENT APPLICATION

1. **MPL2021-025 – MICHAEL MAKRIS WITH BHC RHODES**

Synopsis: Master Plan Amendment from Community Commercial and Low Density Residential to Medium Density Residential (City-Wide Master Plan) at 2416 and 2416A South 51st Street, 5115 Gibbs Road and 5125 Gibbs Road, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design, 573-5751. **(RECOMMENDED FOR APPROVAL)**

Tracking #: 211252

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

1. **AN ORDINANCE** rezoning property at 4108 Adams Street, (COZ2021-046) 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)**
2. **AN ORDINANCE** authorizing a Special Use Permit (SP2021-076) for a Short-Term Rental at 4108 Adams Street, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design, 573-5751. **(RECOMMENDED FOR APPROVAL)**
3. **AN ORDINANCE** rezoning property at 4318 Sortor Drive (#3215), from R-1(B) 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)**
4. **AN ORDINANCE** rezoning property at 731 Tenny Avenue, (COZ2021-042), 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)**
5. **AN ORDINANCE** rezoning property at 3740 North 35th Street (COZ2021-040) from R-1(B) 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)**
6. **AN ORDINANCE** rezoning property at 2000 South 49th Street (COZ2021-049) 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)**
7. **AN ORDINANCE** authorizing a Special Use Permit (SP2021-082) for a group home program with gardens/greenhouse for training (Shalom House) and office/gardening space for New Roots program, at 2601 Ridge Avenue, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design, 573-5751. **(RECOMMENDED FOR APPROVAL)**
8. **AN ORDINANCE** rezoning property at 7512 Leavenworth Road (COZ2021-045) from C-1 Limited Business District to CP-3 Planned Commercial District, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design, 573-5751. **(RECOMMENDED FOR APPROVAL)**
9. **AN ORDINANCE** authorizing a Special Use Permit (SP2021-079) for a used automotive dealership with light repair and maintenance at 7512 Leavenworth Road, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design, 573-5751. **(RECOMMENDED FOR APPROVAL)**

10. **AN ORDINANCE** authorizing a Special Use Permit (SP2021-071) for a Short-Term Rental, at 749 Locust Street, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design, 573-5751. **(RECOMMENDED FOR APPROVAL)**

VIII. PLANNING AND ZONING NON-CONSENT AGENDA

TAX STATUS REPORT BOARD OF COMMISSIONERS AGENDA FOR JANUARY 27, 2022

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

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

IX. MAYOR'S AGENDA

Item No. 1 - UPDATE: COVID-19 & MASK RECOMMENDATION

Synopsis: An update from the Wyandotte County Health Department regarding the status of COVID-19 in the county and a recommendation for all residents and visitors to wear masks while in indoor public spaces., submitted by Elizabeth Groenweghe, Health Department, and James Bain, Assistant Counsel.

For information only.

Tracking #: 211287

Item No. 2 - APPOINTMENTS: MAYOR'S SPECIAL COMMITTEE APPOINTMENTS

Synopsis: Special Committee appointments, submitted by Mayor Garner.

Tracking #: 211288

Item No. 3 - PROCLAMATION: JANUARY 17, 2022 DR. MARTIN LUTHER KING, JR. COMMITTEE DAY

Synopsis: Proclamation proclaiming January 17, 2022 as Dr. Martin Luther King, Jr. Committee Day 2022, submitted by Mayor Garner.

Tracking #: 211282

Item No. 4 - PROCLAMATION: JANUARY 2022 STALKING AWARENESS MONTH

Synopsis: Proclamation proclaiming the month of January 2022 as Stalking Awareness Month, submitted by Mayor Garner.

Tracking #: 211283

X. REGULAR CONSENT AGENDA

Item No. 1 - APPROVAL: GRANT BUDGET AUTHORITY FOR FEMA REIMBURSEMENTS RELATED TO COVID-19

Synopsis: Request for approval of budgetary authorization in the Special Grants Fund for FEMA reimbursable expenses related to COVID-19, submitted by Kathleen VonAchen, Chief Financial Officer, and Julian VanLiew, Public Health Department Director.

*On January 3, 2022, the **Economic Development and Finance Standing Committee**, chaired by Commissioner Burroughs, voted unanimously to approve and forward to full commission.*

Tracking #: 211253

Item No. 2 - ORDINANCE: TERMINATION OF THE TURNER LOGISTICS CENTER COMMUNITY IMPROVEMENT DISTRICT

Synopsis: An ordinance terminating the Turner Logistics Center Community Improvement District and repealing Ordinance No. O-43-19 due to Turner Logistics completing the Minimum Building Improvements of 1,000,000 square feet constructed, submitted by Katherine Carttar, Director of Economic Development.

*On January 3, 2022, the **Economic Development and Finance Standing Committee**, chaired by Commissioner Burroughs, voted unanimously to approve and forward to full commission.*

Tracking #: 211259

Item No. 3 - RESOLUTION: AMENDING THE TWO-YEAR MEETING CALENDAR

Synopsis: A resolution amending the two-year meeting calendar for the Unified Government Commission from February 2022 through January 2024, submitted by Brett Deichler, Unified Government Clerk.

Tracking #: 211249

Item No. 4 – PLAT: HARCROS 2ND PLAT

Synopsis: Plat of HARCOS 2nd Plat located at 51st and Speaker Road, being developed by Harcros Chemicals, Inc., submitted by Brent Thompson, County Surveyor, and Troy Shaw, County Engineer.

Tracking #: 211279

Item No. 5 - PLAT: MOUNT CALVARY CEMETERY SUBDIVISION

Synopsis: Plat of Mount Calvary Cemetery Subdivision located at 38th and State Avenue, being developed by Catholic Cemeteries Association of Wyandotte and Johnson County, submitted by Brent Thompson, County Surveyor, and Troy Shaw, County Engineer.

Tracking #: 211280

Item No. 6 - PLAT: CROWN ROYAL ADDITION

Synopsis: Plat of Crown Royal Addition located at 13310 Leavenworth Road, being developed by Crown Royal Investments, LLC, submitted by Brent Thompson, County Surveyor and Troy Shaw, County Engineer.

Tracking #: 211278

Item No. 7 - NOMINATIONS: BOARDS AND COMMISSION

Synopsis: Nomination for Boards and Commissioners:

- Joseph Straws for the Planning Commission/Board of Zoning Appeals, 1/27/22 to 12/15/25, submitted by Commissioner Davis
- Vilmer Alvarado for the UG Board of Park Commission, 1/27/22 to 12/25/25, submitted by Commissioner Davis
- Laura Flores for the Wyandotte County Library Board, 1/27/22 to 12/15/25, submitted by Commissioner Davis
- J'Hlesa (Nikki) Richardson for the Law Enforcement Advisory Board, 1/27/22 to 12/15/25, submitted by Commissioner Davis
- Michael Armstrong for the Law Enforcement Advisory Board, 6/3/22 to 12/15/23, submitted by Commissioner Ramirez
- Darryl Hall for the Golf Advisory Board, 4/1/22 to 3/31/26, submitted by Mayor Garner
- Hank Chamberlin for the Landmarks Commission, 4/1/22 to 3/31/26, submitted by Mayor Garner
- Hazel Davis for the Kansas City Kansas Housing Authority Board, 4/1/22 to 3/31/26, submitted by Mayor Garner
- Pastor Rick Behrens for the Law Enforcement Advisory Board, 1/27/22 to 12/15/25, submitted by Mayor Garner
- Edgar Galicia for the Downtown KCK Self Supported Municipal Improvement District, 4/1/22 to 3/31/26, submitted by Mayor Garner
- Diana Aguirre for the Board of Park Commissioners, 1/27/22 to 12/15/25, submitted by Mayor Garner
- Louise Lynch for the Wyandotte/Leavenworth Area Wide Advisory Council on Aging, 5/31/22 to 5/30/26, submitted by Mayor Garner
- Pastor Jason Sims for the Area Transportation Board, 1/27/22 to 12/15/25, submitted by Mayor Garner
- Don Jones, Contract Fairness Board, 1/27/22 to 12/15/25, submitted by Mayor Garner
- Adriana Mendoza for the Juvenile Corrections Advisory Board, 1/27/22 to 12/15/25, submitted by Mayor Garner
- Duane Beth for the Planning Commission/Board of Zoning Appeals, 4/1/22 to 3/31/26, submitted by Mayor Garner

- Jacqueline Brown for the Wyandotte County Library Board, 4/1/22 to 3/31/26, submitted by Mayor Garner

Tracking #: 211266

Item No. 8 - MINUTES

Synopsis: Minutes from special sessions of December 16 and 30, 2021

Tracking #: MINUTES

Item No. 9 - WEEKLY BUSINESS MATERIAL

Synopsis: Weekly business material dated December 23 and 30, 2021, and January 6, 2022.

Tracking #: WEEKLY BUSINESS MATERIAL

XI. PUBLIC HEARING AGENDA

XII. STANDING COMMITTEES' AGENDA

Item No. 1. - RESOLUTION: AMENDMENT TO ASSIGNMENT AND ASSUMPTION AND DEVELOPMENT AGREEMENT FOR HOMEFIELD DEVELOPMENT PROJECT

Synopsis: This Amended Agreement contemplates the Unified Government issuing \$130 million in STAR Bonds and the Developer, HFS KCK, LLC, constructing a new multi-sport Homefield development project with certain sports-focused assets and a themed hotel. The primary change is that the original Agreement provided for a first issuance of \$75 million with a second issuance of up to \$55 million – for a total of \$130 Million. The Amended Agreement would combine them for a single \$130 million public issuance. Additional changes include the new themed hotel and a new baseball partner focusing on high-tech data capture and analytics.

*This item was scheduled to appear before the **Economic Development and Finance Standing Committee**, chaired by Commissioner Burroughs, on January 24, 2022. It was requested, and approved by the Mayor, to fast track this item to the January 27, 2022 full commission meeting.*

Tracking #: 211274

XIII. ADMINISTRATOR'S AGENDA

XIV. COMMISSIONERS' AGENDA

XV. LAND BANK BOARD OF TRUSTEES' CONSENT AGENDA

Item No. 1. - LAND BANK OPTION APPLICATIONS

Synopsis: Request consideration of the following Land Bank option applications, submitted by Jud Knapp, Interim Land Bank Manager

A. New Construction - Single Family Homes – 18 Homes

1. Mejia, Edwin Anahun Castellanos – 1 home addition
2915 Hiawatha St – 907117
2. Habitat For Humanity – 3 Single family homes
1137 Pennsylvania Ave – 072545
1139 Pennsylvania Ave – 072546
1211 Pennsylvania Ave - 068246
1213 Pennsylvania Ave - 068247
1215 Pennsylvania Ave - 068248
3. Habitat For Humanity – 3 Single family homes
704 S Valley St – 072290
1261 Shawnee Ave – 072287
1267 Shawnee Ave – 072546
4. Chris Solutions Construction LLC – 2 Homes
820 N 78th St – 008600
900 N 78th St – 008601
5. Innova Pro Construction & Pillar KC LLC – 1 home
649 Sandusky Ave – 081484
6. Innova Pro Construction & Pillar KC LLC – 1 home
914 Argentine Blvd – 127802
7. Innova Pro Construction & Pillar KC LLC – 2 homes
719 S Coy St – 073694
713 S 8th St – 073666
8. Innova Pro Construction & Pillar KC LLC – 4 homes
1147 Armstrong Ave - 080814
1211 Ann Ave – 080937
1223 Ann Ave – 080943
1235 Ann Ave – 080947
9. Steven Bashus – 1 home
1600 S 86th St. - 145656
- B. New Construction - Commercial - 2
 1. Chris Solutions Construction LLC
4815 Parallel Pkwy – 916619
 2. Kansas City Kansas Community College – Downtown Campus
632 State Ave – 082174
1101 N 7th St - 082176

*On January 3, 2022, the **Neighborhood and Community Development Standing Committee**, chaired by Commissioner McKiernan, voted unanimously to approve and forward to the Land Bank Board of Trustees.*

Tracking #: 211262

Item No. 2. - LAND BANK PROPERTY TRANSFERS

Synopsis: Request consideration of the following Land Bank transfers, submitted by Jud Knapp, Interim Land Bank Manager.

Yard Extension

Ray Sawyer – Unbuildable lot

4808 Sortor Dr – 107600

*On January 3, 2022, the **Neighborhood and Community Development Standing Committee**, chaired by Commissioner McKiernan, voted unanimously to approve and forward to full commission.*

Tracking #: 211263

XVI. PUBLIC ANNOUNCEMENTS

XVII. ADJOURN

**AGENDA UPDATE
UNIFIED GOVERNMENT COMMISSION MEETING
THURSDAY, JANUARY 27, 2022**

VII. PLANNING AND ZONING CONSENT AGENDA

ADDITIONAL INFORMATION

ITEM NO. 1 – 211256...SPECIAL USE PERMIT SP2021-047 - ALBERT H. WALKER

Synopsis: Special Use Permit to keep livestock (horses on the property) at 3633, 3703 and 3707 Bell Crossing, 3701, 3702, and 3706 North 37th Street and 3655 Sortor Drive, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design, 573-5751. (RECOMMENDED FOR DENIAL)



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

Recommended Plans for 3633 & 3707 Bell Crossing, 3702 & 3706 N. 37th and 3655 Sortor as of January 2022

Property Overview

The Property was reviewed again with the assistance of the Supervisory District Conservationist from the Natural Resource Conservation Service (NRCS- USDA) for the area which includes Wyandotte County. The following are the observations and concerns pertaining to the existing conditions and future impacts on the natural resources, wildlife and neighbors.

Noticeably the property is denuded of any ground coverage/forage. The complete lack of any grass or root system has created active sheet, rill and gully erosion across the entire property. The steep slopes of the property with rock out crop increase the amount of erosion leaving the property.

Extreme compaction from overuse with horses, heavy trucks and machinery also has left the steep property a source of significant stormwater runoff.

There were 10 horses easily visible, all animals were in dry lots. The pens were full of used hay, manure, and urine. The number of horses is 9 more than what would be considered standard stocking rates. The extreme compaction and lack of ground cover lends to all of the waste becoming a substantial source of water pollution entering the drainageway on the south part of the property.

Cinder blocks and other cement debris have been dumped in different locations across the property. Some pieces have been partially buried. The dumping of the cement adds to the runoff problem.

The rehabilitation of the property-

Multiple steps and a few years will be needed to restore this property to a healthy status. The following steps are all needed to rehabilitate this property. The current conditions of the property make the land a significant polluter source to water quality. The large amount of soil erosion and quantity of runoff from the animal waste entering the drainageways effects water quality.

All equipment and animals will need to be removed immediately.

The next step would be to remove all the used hay, animal waste and building debris.

The gullies created from the erosion need to be filled with good quality soil not debris.

You will need to find a source for good quality fill.

The next step would be to do soil testing. The soil tests will inform you about the nutrients that are going to be needed. This may mean liming or fertilizing is necessary. Importantly, soil testing will also let you know the amounts of nutrients needed.

Compaction is going to be a limiting factor in seeding the ground. Subsoiling (deep tillage) would be ideal, but the size and slope of the property will make seedbed preparations difficult. Discing will prep a seed bed and allow for incorporating needed nutrients; however, it can add to the compaction.

Seed choice should include a grass, legume and a cover crop of radishes and turnips (to aid in breaking up compaction). A suggested grass is brome if an animal is going to be on the property. A legume might be birdsfoot trefoil or alfalfa. The forage or oilseed radishes and turnips with their stubby large taproot are excellent in breaking up compaction. There are other native seed mixes or cover crop mixes that can be alternatives to discuss.

Once seed is in the ground, a cover of clean mulch or erosion control blanket should be placed on the slopes to help prevent seed loss, nutrient loss and erosion.

A filter strip of 15-20 feet should be established on both sides of the drainageway. This filter strip can be seeded with the same grass mixes as above.

The filter strip should also be fenced to prevent any animals from entering the drainageway. The filter strip is an important part to limiting the amount of nutrients from entering the waterways, thus protecting water quality.

It will be important to NOT put any equipment, structures or animals on the newly seeded ground. Ample time should be allowed for the seeding to grow and establish a strong root system for healthy grasses. (This could take two to three years to grow a good stand of grass with the current conditions of the property)

Horse dry lots/feedlot

Only after the property has a fully established ground cover should any animal be brought back. The number of animals to be placed should follow recommended stocking rates.

The established stocking rates are developed and have been studied to maintain healthy ecosystems.

If animals are returned to the property a rotational grazing plan will need to be developed.

A manure/waste plan will also be needed. The property size does not have the room for spreading manure.

A permanent shelter to withstand the weather will be needed to provide protection for the animal. This should be built in the determined sacrifice lot.

Constant care will be required ensuring the grass stays established, erosion does not occur, and compaction is limited. During wet periods and Winter the sacrifice lot should be used to again prevent erosion and limit compaction of the property.



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: January 27, 2022

Re: COZ2021-047 and MPL2021-025

GENERAL INFORMATION

Applicant:
Mike Makris

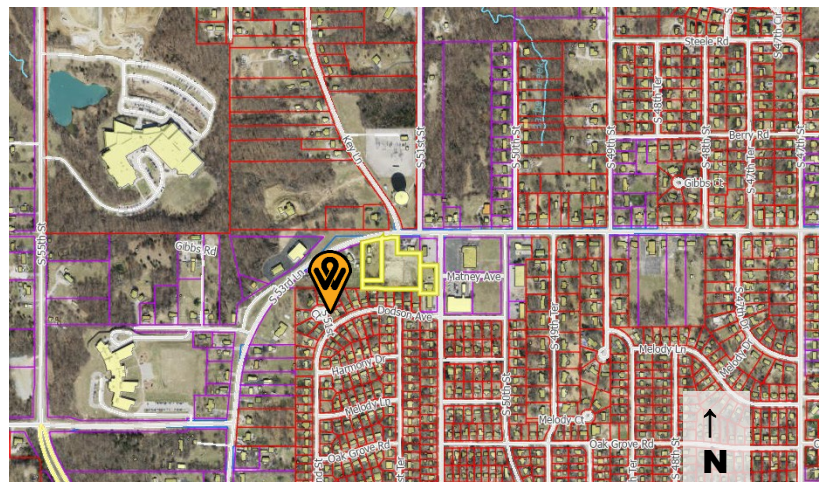
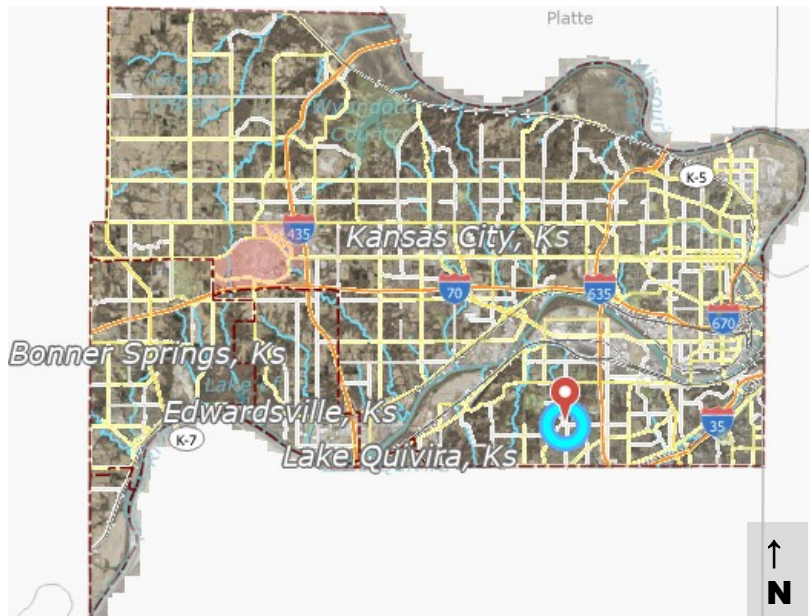
Status of Applicant:
Representative
BHC
7101 College Boulevard,
Suite 400
Overland Park, Kansas
66210

Requested Actions:
Approval of a Change of
Zone.

Approval of a Master Plan
Amendment.

Date of Application:
October 27, 2021

Purpose:
Change of Zone from R-1 Single-Family District, C-1 Limited Business District, and CP-1 Planned Limited Business District to RP-4 Planned Garden Apartment District.



Purpose (cont.):	Master Plan Amendment of the City-Wide Master Plan land use designation from Low-Density Residential and Community Commercial to Medium-Density Residential.
Property Location:	2416 & 2416A South 51 st Street, and 5115 and 5125 Gibbs Road Kansas City, Kansas 66106
Commission Districts:	At-Large District # 2 Commissioner: Tom Burroughs District #6 Commissioner: Angela Markley
Existing Zoning:	R-1 Single Family District; C-1 Limited Business District; CP-0 Planned Non-Retail Business District
Adjacent Zoning:	North: R-1 Single-Family District; CP-3 Planned Commercial District South: R-1 Single-Family District; CP-1 Planned Limited Business District East: CP-1 Planned Limited Business District; CP-3 Planned Commercial District West: R-1 Single-Family District
Adjacent Uses:	North: Single-family residences; Board of Public Utilities facility; Auto repair shop South: Single-family residences; Multi-tenant commercial building East: Auto repair shop; Food market West: Single-family residences
Total Tract Size:	2416 & 2416 A South 51 st Street: 0.54 Acres 5115 Gibbs Road: 1.96 Acres 5125 Gibbs Road: 0.86 Acres
Master Plan Area:	The subject property is within the City-Wide Master Plan.
Master Plan Designation:	The City-Wide Master Plan designates the subject property as Community Commercial and Low-Density Residential. Community Commercial allows for special retail, sit-down restaurants. Convenience retail uses such as banks and drug stores; professional and office services; institutional uses such as churches, schools, and libraries; parks, plazas, and open space; and mixed-density residential uses. Community

Commercial discourages industrial uses, business parks, drive-through restaurants, and car lots. Low-Density Residential allows for single-family residences and institutions such as elementary and middle schools, libraries, and small places of worship. Low-Density Residential discourages all industrial uses. The cultural principles of the Low-Density Residential land use designation state that land use policies are geared to protect against industrial, commercial, and multi-family encroachment into established single-family neighborhoods.

Major Street Plan:

The Citywide Master Plan designates Holliday Drive as a Class B Thoroughfare.

Required Parking:

R-1 District (current zoning): Section 27-454(e) requires two (2) off-street parking spaces premises for each single-family dwelling, at least one of which shall be in a garage or carport.

C-1/CP-1 (current zoning): Section 27-464(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.

RP-4 District (proposed zoning): Section 27-459(d) requires one and one-half (1.5) parking spaces shall be provided for each dwelling unit that has one (1) bedroom or less. Two (2) parking spaces shall be provided for each dwelling unit that has two (2) bedrooms or more. Section 27-676(a) requires at least two (2) ADA-compliant parking spaces if 26 to 50 parking spaces are available to visitors. Each of the 32 units has two (2) bedrooms, which requires a total of 64 parking spaces. Of the parking spaces in the parking lot, two (2) must be ADA-compliant. The proposed site plan demonstrates a total of 72 parking spaces, 16 of which are located in attached garages and another 16 of which are located on private driveways. This is in compliance with both Section 27-459(d). There are 40 parking spaces available on the private drive, two (2) of which are ADA-compliant. This is in compliance with Section 27-676(a).

Advertisement:

The Wyandotte Echo – November 18, 2021;
December 16, 2021
Letters to Property Owners – November 19, 2021,
December 17, 2021 and January 19, 2022

Public Hearings: January 10, 2022 and January 27, 2022

Public Support: None to date.

Public Opposition: None to date.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Mike Makris with BHC, is requesting a Change of Zone and Master Plan Amendment for the subject properties at 2416 & 2416 A South 51st Street, and 5115 and 5125 Gibbs Road. The applicant is requesting a Change of Zone from R-1 Single-Family District, C-1 Limited Business District, and CP-1 Planned Limited Business District to RP-4 Planned Garden Apartment District. The applicant is requesting a Master Plan Amendment of the City-Wide Master Plan land use designation from Community Commercial and Low-Density Residential to Medium-Density Residential. The multi-family development will consist of seven (7) multi-family structures with a total of 32 dwelling units. The site plan contains three (3) townhome buildings containing four (4) units each, two (2) townhome buildings containing two (2) units each, and four (4) fourplexes. The development includes the demolition of an existing single-family residence at 5125 Gibbs Road and a water retention pond.

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

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

- May 2, 2003 – Community Policing Service Request
- August 1, 2007 – Environmental
- October 30, 2007 – Fire Damage
- June 7, 2021 – Administrative Citation
- July 26, 2021 – Abatement

FACTORS TO BE CONSIDERED

Change of Zone

1. Neighborhood character.

There are some commercial properties along Gibbs Road, to the east of the subject properties. After Gibbs Road turns to the southwest and becomes South 53rd Street, however, the properties are exclusively single-family residences situated on narrow, deep lots. Furthermore, there is access to Gibbs Road to the north and a neighborhood of single-family residences directly to the south of the subject properties.

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

Along Gibbs Road the properties are zoned commercial, while behind the collector street the neighborhoods are zoned for single-family residences. Multi-family housing is often used as a buffer between or a transition from commercial uses to single-family residences. The site plan places the one (1)-story buildings along the west and south of the subject property in order to create transition between the adjacent single-family residences and the two (2)-story residential buildings within the subject property. In this way, the proposed use is compatible with the nearby zoning and uses.

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

The subject property is proposed to be rezoned to the RP-4 Garden Apartment District, which is more restrictive and less intense in use than the any commercial zoning district and the RP-5 Apartment District. As previously mentioned in Factor #2, the site design allows for transition from adjacent single-family residences to multi-story, multi-family duplexes/fourplexes. Staff has received letters of opposition from neighbors, who are expressing concern that the removal of restrictions will detrimentally affect the nearby properties.

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

It is unclear how long the parcels have been vacant, but it has likely not been occupied since a Special Use Permit for an airsoft field/course was obtained in 2006.

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.*

Addressing the “missing middle” of housing in Wyandotte County is an important public policy issue. The applicant has yet to provide the expected rental rates for the apartment units, but a diversity of housing types/layouts is necessary. If designed, screened, and arranged properly, it should 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.*

Constructing a 32-unit apartment building on an approximately three (3)-acre property within a predominately single-family residential neighborhood will cause an increase in both traffic and parking demands in a way that could affect road capacity, safety, and parking problems. The applicant has submitted a traffic study report to address traffic concerns.

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

The Community Commercial and Low-Density Residential land use designations are not compatible with a Change of Zone to RP-4 Garden Apartment District. As such, the applicant has simultaneously applied for a Master Plan Amendment in order to change the land use designations from Community Commercial and Low-Density Residential to Medium-Density Residential.

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

Construction will always cause environmental harm. A major factor determining the environmental damage caused by construction is the increase in impermeable surfaces. In this situation that factor is mitigated by the fact that 5115 Gibbs Road already has an impermeable, concrete foundation from a demolished building. Therefore, the increase in impermeable surface area will not be as great as if the same apartment building and parking lot were built on an undeveloped lot.

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

a. *Water service*

Water lines must be installed on the property as part of the site development if they have not been installed already from the previous development.

b. *Sanitary sewer service*

Sanitary sewer lines are available on South 51st Street to the east and on Dodson Avenue to the south. Sewer lines may need to be extended and expanded to accommodate the proposed uses.

c. *Storm water control*

Storm water mains are located along Gibbs Road/South 53rd Street. The applicant will tie the storm sewer detention pond outlet to this storm sewer system.

d. *Police*

Police service is provided by South Division, District #334.

e. *Fire*

Fire service is provided by Fire Station #17.

f. Transit

There are no public transportation lines that run within a reasonable distance of the property.

g. Schools

Public education is provided by Oak Grove Elementary School, Turner Middle School, and Turner High School, under Turner USD 202.

h. Streets

No additional streets will be created.

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

The development will create an additional 32 units of housing and property taxes on a previously vacant property. The applicant is seeking to construct the housing for community member aged 55 or greater.

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

Under Section 27-459(g), all Changes of Zone to RP-4 are subject to planned zoning, due to the fact that developments allowed after the rezoning process are often different enough from their surrounding neighborhood that a well-planned transition is “important to the public welfare”. Therefore, the proposed use will meet all applicable ordinances by working with Staff as part of the planned zoning requirements.

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

As previously addressed, increasing middle housing options in Wyandotte County is important to the future growth of the county. While this would create a gain for the public as a whole, there are still concerns about the detrimental effects a 32-unit apartment building would have on the neighbors. Due to these concerns, Staff cannot yet assert that there is a relative gain of the public health, safety, and welfare as compared to the hardship imposed on the individual landowner or landowners until the applicant submits the requested responses found in the “Staff Recommendations” section of this report.

Master Plan Amendment

1. Neighborhood character.

See Change of Zone Review Factor #1.

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

See Change of Zone Review Factor #6.

- 3. *The extent to which utilities and public services are available and adequate to serve the proposed amendment and the extent to which the environment would be impacted.***

5115 Gibbs Road used to have a commercial building, and 5125 Gibbs Road still has a residence on it. Given the history of the subject properties, there is likely already utility lines serving the property; but these lines may need to be extended, expanded, and/or repaired before they can satisfactorily serve the proposed use. Staff can confirm that sanitary sewer lines are available on South 51st Street to the east and on Dodson Avenue to the south, and that storm water mains are valuable and are located along Gibbs Road/South 53rd Street.

- 4. *The difference between the existing and proposed Master Plan.***

See Change of Zone Review Factor #7.

- 5. *Analysis of the impact on surrounding properties.***

See Change of Zone Review Factors #2, 3, and 6.

- 6. *Estimate the future costs and revenues to the Unified Government and property owner and Market Impact.***

See Change of Zone Review Factor #10.

PREVIOUS ACTIONS

- SP-2006-44 (Special Use Permit for an airsoft field/course)
- COZ 3243 (denied in 2021)
- MP-2020-8 (denied in 2021)
- TOWER VIEW APARTMENTS Preliminary and Final Plat (denied in 2021)

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on November 29, 2021 at 4826 County Line Road. Attached is the list of persons who attended the meeting, minutes, affidavit and/or submitted comments to the applicant (see “Neighborhood Meeting Materials” within the *Attachments* section of this report).

KEY ISSUES

Development Plans
Erosion Control Mitigation Measures
Ingress and Egress
Landscape and Buffering
Multi-Family Design Guidelines
Neighborhood Character
Parking
Site Design
Traffic

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 8 to 0 to recommend **APPROVAL** of Master Plan Amendment **MPL2021-025** and Change of Zone Application **COZ2021-047**, subject to:

- 1) There must be an architectural screening wall to create a buffer between the subject property and the single-family residences to the south and west. Submit a revised landscape plan demonstrating an architecturally screened wall and submit elevations for said wall;
- 2) The applicant has not provided proposed amenities for the development. The applicant must submit all amenity plans for the development as part of the submission process for the Final Plan Review. All amenities shall be built within the first phase of the development.
- 3) The development must comply with the Multi-Family Residential Design Guidelines, per the City-Wide Master Plan;
- 4) The following requirements of the Multi-Family Design Guidelines have been met and must be incorporated into the development of the site as shown on the submitted site plans:
 - a. All pedestrian walkways shall be designed to provide direct access and connections to and between the following:
 - i. The primary entrance or entrances to each principal multi-family building;
 - ii. To any sidewalks or walkways on adjacent properties that extend to the boundaries shared with the multi-family development;
 - iii. Any adjacent commercial land uses, including but not limited to retail shopping centers, office buildings, restaurants, or personal service establishments; and
 - iv. Any adjacent public park, greenway, or other public/semi-public use including but not limited to schools, libraries, churches, parks, etc.
 - b. The maximum length of a multi-family residential building shall be 200 feet.
 - c. No more than six (6) townhome units shall be attached in any single row.

- d. Unity of design will be maintained through the use of similar materials and colors throughout all multifamily developments.
- 5) The following requirements of the Multi-Family Design Guidelines have not been met and must be met during the Final Plan process:
 - a. Pedestrian walkways and sidewalks shall be a minimum of six-feet (6') wide.
 - b. To the maximum extent feasible, garage entries, carports, parking areas, and parking structures shall be internalized in building groupings or oriented away from the arterial or collector street frontage.
 - c. Provide distinctive, quality, consistent, architectural character and style in new multi-family development that avoids monotonous and featureless building massing and design.
 - d. All sides of a multi-family 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.
 - e. All building entries adjacent to an arterial, collector or local street or private drive with on-street parking shall be pedestrian-scaled. Pedestrian-scaled entries are those that provide an expression of human activity or use in relation to building size. Doors, windows, entrance-ways, and other features such as corners, setbacks, and offsets can be used to create pedestrian scale.
 - f. Fronts of buildings should be articulated through the use of bays, insets, balconies, porches, or stoops related to entrances and windows.
 - g. On buildings where sloping roofs are the predominant roof type, each building shall have a variety of roof forms. For instance, a gable or hip configuration should be used with complimentary sheds, dormers, and other minor elements. Other roof forms will be considered on a case-by-case basis. On buildings where flat roofs are the predominant roof type, parapet walls shall vary in height and/or shape at least one every fifty-feet (50') of building wall length.
 - h. For all multi-family buildings including duplexes, triplexes, fourplexes and townhomes, an amount equal to forty percent (40%) of the total net exterior wall area of each building elevation, excluding gables, windows, door, and related trim, shall be brick or stone. The balance of next exterior wall may be lap siding (excluding vinyl lap siding) and/or stucco.
 - i. Landscaping is required to screen all parking areas and service entries.
- 6) It is unclear if the following requirements of the Multi-Family Design Guidelines have been met. In the Final Plan Review process, the applicant must provide further explanation or demonstration for the following:
 - a. There should be a consistency in architectural style among multiple buildings within a development and surrounding area. Each building should have a definitive and consistent style. Mixing of various architectural styles on the same building or buildings dilutes the character of the area.

- b. All multi-family building elevations shall contain windows, except when necessary to assure privacy for adjacent property owners. Windows should be located to maximize the possibility of occupant surveillance of entryways, recreation areas, and laundry areas.
 - c. High-quality building materials will be used that are durable, attractive, and have low maintenance requirements.
 - d. Exterior building materials shall not include the following:
 - i. Board and batten wood;
 - ii. Smooth-faced or gray concrete block;
 - iii. Painted concrete block;
 - iv. Tilt-up concrete panels;
 - v. Field painted or pre-finished standard corrugated metal siding;
 - vi. Standard single or double tee concrete systems; and
 - vii. Vinyl siding.
 - e. Predominant roof materials shall be high quality, durable material such as, but not limited to:
 - i. Wood shake shingles;
 - ii. Clay or concrete tiles;
 - iii. Composition shingles;
 - iv. Asphalt shingles; and
 - v. Other materials considered on a case-by-case basis.
- 7) The applicant has not provided the most recent full set of elevations for all building types proposed. In the Final Plan Review process, the applicant must provide elevations for all four (4) sides of each building type that will be on site;
 - 8) In the Final Plan Review process, a materials palette for all proposed building typologies must be submitted to Staff to verify compliant, and consistent or complementary materials throughout the subject property;
 - 9) A building permit is required. Please contact the Building Inspection Department to begin that process;
 - 10) 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;
 - 11) 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;
 - 12) Site improvements that include land disturbance activity on greater than 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, Sections 8-610—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, KS 66101, (913) 573-5700. With the issuance of the Land Disturbance Permit, a grading permit is required and issued by the Building Inspections

- Department, Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102, (913) 573-8620; and,
- 13) 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 **MPL2021-025** and **COZ2021-047**, subject to all comments and suggestions outlined in this staff report, and the conditions of the City Planning Commission.

ATTACHMENTS

January 10, 2022 City Planning Commission Minutes
Aerial Map
Zoning Map
Land Use Map
Neighborhood Meeting Minutes
Staff Site Photos of 2416 & 2416A South 51st Street, and 5115 and 5125 Gibbs Road,
Dated December 2, 2021
Site Plan
Landscape Plan
Grading Plan
Elevations and Floor Plans

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>Board of Commissioners</u>
Public Hearing Change of Zone	January 10, 2022 Approval	January 27, 2022
Master Plan	January 10, 2022 Approval	January 27, 2022

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

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petitions **MPL2021-025 and COZ2021-047** 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** Petitions **MPL2021-025 and COZ2021-047**, as they are 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.

January 10, 2022 City Planning Commission Minutes:

Hearing starts at 1:27:00:

MASTER PLAN AMENDMENT MPL2021-025 – MICHAEL MAKRIS WITH BHC RHODES – SYNOPSIS: Master Plan Amendment from Community Commercial and Low Density Residential to Medium Density Residential (City-Wide Master Plan) at 2416 and 2416A South 51st Street, 5115 Gibbs Road and 5125 Gibbs Road.

CHANGE OF ZONE APPLICATION COZ2021-047 – MICHAEL MAKRIS WITH BHC RHODES – SYNOPSIS: Change of Zone from R-1 Single Family, C-1 Limited Business and CP-1 Planned Limited Business Districts to RP-4 Planned Garden Apartment District for Tower View Townhomes at 2416 and 2416A South 51st Street, 5115 Gibbs Road and 5125 Gibbs Road.

Detailed Outline of Requested Action: The applicant, Mike Makris with BHC, is requesting a Change of Zone and Master Plan Amendment for the subject properties at 2416 & 2416 A South 51st Street, and 5115 and 5125 Gibbs Road. The applicant is requesting a Change of Zone from R-1 Single-Family District, C-1 Limited Business District, and CP-1 Planned Limited Business District to RP-4 Planned Garden Apartment District. The applicant is requesting a Master Plan Amendment of the City-Wide Master Plan land use designation from Community Commercial and Low-Density Residential to Medium-Density Residential. The multi-family development will consist of seven (7) multi-family structures with a total of 32 dwelling units. The site plan contains three (3) townhome buildings containing four (4) units each, two (2) townhome buildings containing two (2) units each, and four (4) fourplexes. The development includes the

demolition of an existing single-family residence at 5125 Gibbs Road and a water retention pond.

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

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

- May 2, 2003 – Community Policing Service Request
- August 1, 2007 – Environmental
- October 30, 2007 – Fire Damage
- June 7, 2021 – Administrative Citation
- July 26, 2021 – Abatement

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 January 10, 2022;
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:

- Michael Makris, BHC Rhodes, applicant and owner's representative, 7101 College Boulevard, Suite 400, Overland Park, Kansas 66210
- Conrad Miller, owner

Present in Opposition:

- No one appeared

Staff Recommendation starts at 1:45:24: Planning Director Hand stated that the request is for a Change of Zone and Master Plan Amendment for property in the Turner area. The rezoning request has been amended from RP-5 Planned Apartment District to RP-4 Planned Garden Apartment District. This site is the location of the former bowling alley. The submitted application is significantly different than the application submitted early last year. He stated that there are old notices of violation that do not pertain to this proposal. Staff has received no letters in support nor opposition. Director Hand stated that the applicant has requested that Conditions 8 and 10 be removed, which specifically related to the Director's interpretation of the Commercial Design Guidelines. Staff has no objections to the removal of Conditions 8 and 10 with the understanding that Staff expects to have further dialogue with the applicant concerning

the design and building orientation. These items will be addressed prior to the hearing on the Final Development Plan. He further stated that the applicant will be required to comply with the Multi-Family Design Guidelines. Staff recommend approval subject to the conditions in the staff report.

The Planning Commission directed questions to Staff.

Motion and Vote starts at 1:53:35:

On motion by Mr. Ernst, seconded by Mrs. Jones, the Planning Commission voted as follows to **recommend APPROVAL of Master Plan Amendment MPL2021-025:**

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

Motion to recommend APPROVAL Passed: 8 to 0

Subject to:

- 1) There must be an architectural screening wall to create a buffer between the subject property and the single-family residences to the south and west. Submit a revised landscape plan demonstrating an architecturally screened wall and submit elevations for said wall;
- 2) The applicant has not provided proposed amenities for the development. The applicant must submit all amenity plans for the development as part of the submission process for the Final Plan Review. All amenities shall be built within the first phase of the development.
- 3) The development must comply with the Multi-Family Residential Design Guidelines, per the City-Wide Master Plan;
- 4) The following requirements of the Multi-Family Design Guidelines have been met and must be incorporated into the development of the site as shown on the submitted site plans:
 - a. All pedestrian walkways shall be designed to provide direct access and connections to and between the following:
 - i. The primary entrance or entrances to each principal multi-family building;
 - ii. To any sidewalks or walkways on adjacent properties that extend to the boundaries shared with the multi-family development;
 - iii. Any adjacent commercial land uses, including but not limited to retail shopping centers, office buildings, restaurants, or personal service establishments; and
 - iv. Any adjacent public park, greenway, or other public/semi-public use including but not limited to schools, libraries, churches, parks, etc.

- b. The maximum length of a multi-family residential building shall be 200 feet.
 - c. No more than six (6) townhome units shall be attached in any single row.
 - d. Unity of design will be maintained through the use of similar materials and colors throughout all multifamily developments.
- 5) The following requirements of the Multi-Family Design Guidelines have not been met and must be met during the Final Plan process:
- a. Pedestrian walkways and sidewalks shall be a minimum of six-feet (6') wide.
 - b. To the maximum extent feasible, garage entries, carports, parking areas, and parking structures shall be internalized in building groupings or oriented away from the arterial or collector street frontage.
 - c. Provide distinctive, quality, consistent, architectural character and style in new multi-family development that avoids monotonous and featureless building massing and design.
 - d. All sides of a multi-family 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.
 - e. All building entries adjacent to an arterial, collector or local street or private drive with on-street parking shall be pedestrian-scaled. Pedestrian-scaled entries are those that provide an expression of human activity or use in relation to building size. Doors, windows, entrance-ways, and other features such as corners, setbacks, and offsets can be used to create pedestrian scale.
 - f. Fronts of buildings should be articulated through the use of bays, insets, balconies, porches, or stoops related to entrances and windows.
 - g. On buildings where sloping roofs are the predominant roof type, each building shall have a variety of roof forms. For instance, a gable or hip configuration should be used with complimentary sheds, dormers, and other minor elements. Other roof forms will be considered on a case-by-case basis. On buildings where flat roofs are the predominant roof type, parapet walls shall vary in height and/or shape at least one every fifty-feet (50') of building wall length.
 - h. For all multi-family buildings including duplexes, triplexes, fourplexes and townhomes, an amount equal to forty percent (40%) of the total net exterior wall area of each building elevation, excluding gables, windows, door, and related trim, shall be brick or stone. The balance of next exterior wall may be lap siding (excluding vinyl lap siding) and/or stucco.
 - i. Landscaping is required to screen all parking areas and service entries.
- 6) It is unclear if the following requirements of the Multi-Family Design Guidelines have been met. In the Final Plan Review process, the applicant must provide further explanation or demonstration for the following:

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 - b. All multi-family building elevations shall contain windows, except when necessary to assure privacy for adjacent property owners. Windows should be located to maximize the possibility of occupant surveillance of entryways, recreation areas, and laundry areas.
 - c. High-quality building materials will be used that are durable, attractive, and have low maintenance requirements.
 - d. Exterior building materials shall not include the following:
 - i. Board and batten wood;
 - ii. Smooth-faced or gray concrete block;
 - iii. Painted concrete block;
 - iv. Tilt-up concrete panels;
 - v. Field painted or pre-finished standard corrugated metal siding;
 - vi. Standard single or double tee concrete systems; and
 - vii. Vinyl siding.
 - e. Predominant roof materials shall be high quality, durable material such as, but not limited to:
 - i. Wood shake shingles;
 - ii. Clay or concrete tiles;
 - iii. Composition shingles;
 - iv. Asphalt shingles; and
 - v. Other materials considered on a case-by-case basis.
- 7) The applicant has not provided the most recent full set of elevations for all building types proposed. In the Final Plan Review process, the applicant must provide elevations for all four (4) sides of each building type that will be on site;
 - 8) In the Final Plan Review process, a materials palette for all proposed building typologies must be submitted to Staff to verify compliant, and consistent or complementary materials throughout the subject property;
 - 9) A building permit is required. Please contact the Building Inspection Department to begin that process;
 - 10) 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;
 - 11) 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;
 - 12) Site improvements that include land disturbance activity on greater than 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, Sections 8-610—8-618). Land disturbance fees shall be processed by UG Public Works

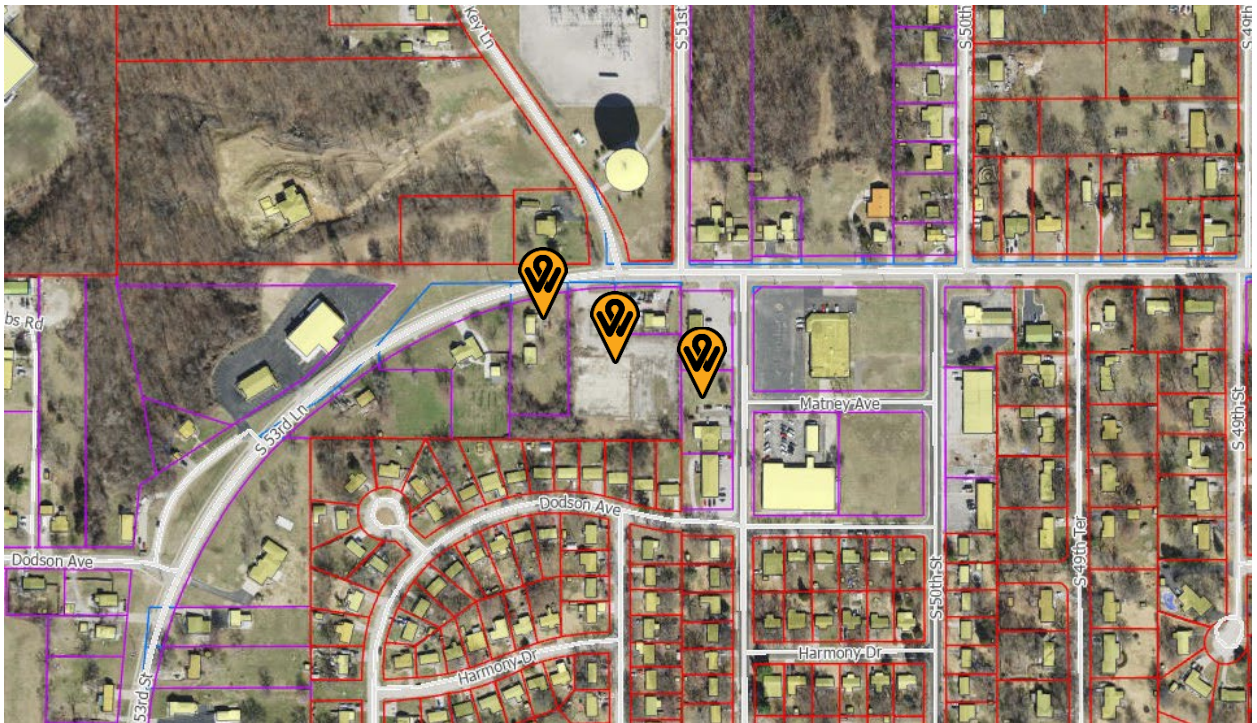
- during the land disturbance/ Site Development application. The Land Disturbance permit and all applicable Public Works permits can be obtained from the Public Works department, 701 North 7th Street, KS 66101, (913) 573-5700. With the issuance of the Land Disturbance Permit, a grading permit is required and issued by the Building Inspections Department, Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102, (913) 573-8620; and,
- 13) 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.

On motion by Mr. Ernst, seconded by Dr. Hill, the Planning Commission voted as follows to **recommend APPROVAL of Change of Zone COZ2021-047 to RP-4 Planned Garden Apartment District:**

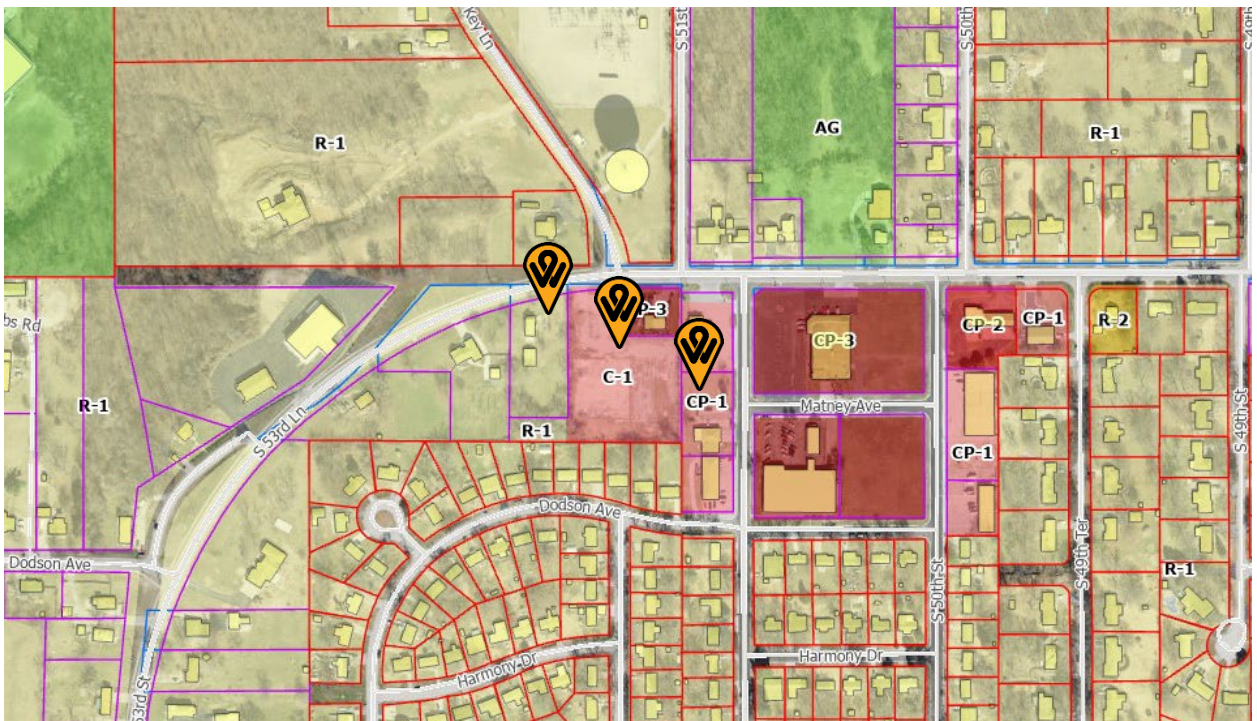
Carson	Chairman
Mohler	Aye
Pauley	Aye
Armstrong	Aye
Connelly	Aye
Ernst	Aye
Hill	Aye
Jones	Aye
Miller	Aye

Motion to recommend APPROVAL Passed: 8 to 0
Subject to the above conditions

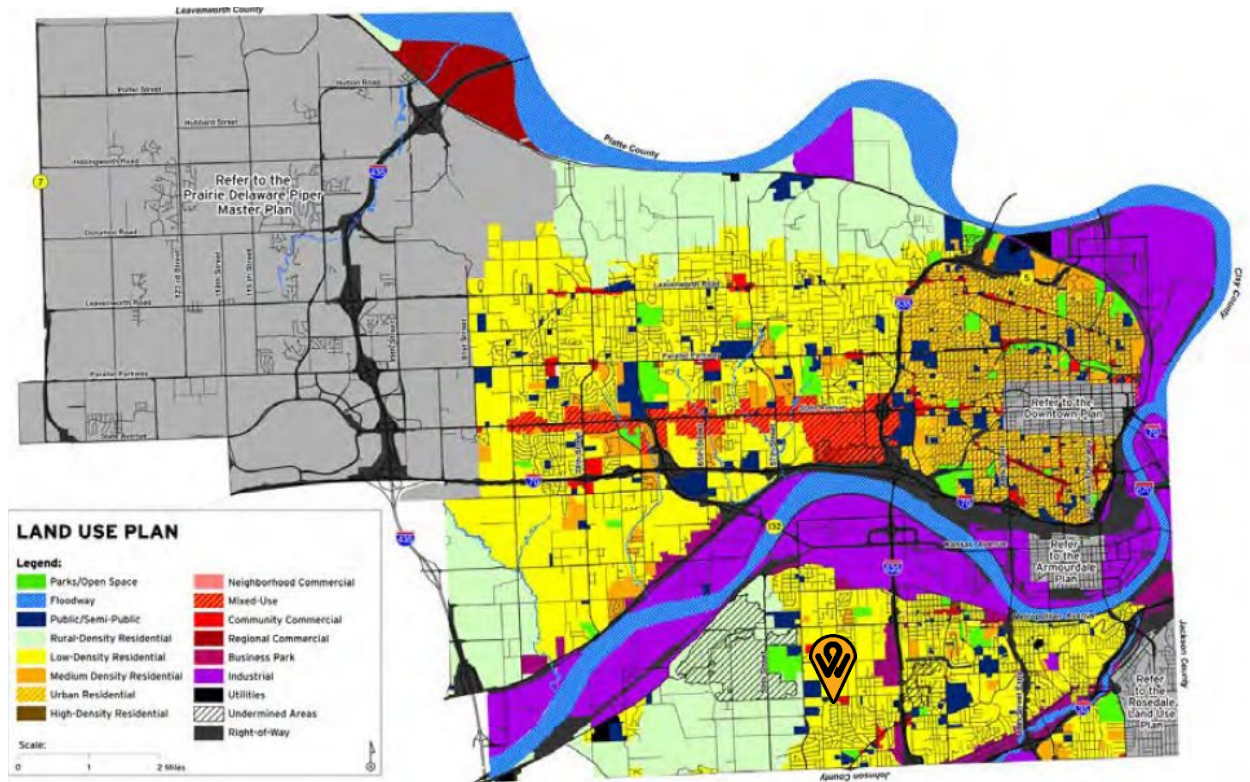
AERIAL MAP



ZONING MAP



LAND USE MAP



NEIGHBORHOOD MEETING MINUTES

NEIGHBORHOOD MEETING AGENDA

Application Number COZ2021-047/MPL2021-025 - 2416, 2416A S. 51st
AND 5115 and 5125 GIBBS ROAD

Date and Location: November 29, 2021, Bristol United Methodist Church

1. Meeting called to order at: 6:00

2. Introductions. Mike Makris from BHC, Engineers

Conrad Miller, Jr.- Turner Townhomes

3. Presentation of Project

4. Questions and answers. The UG requires that we report the following if there are questions.

- Name of person who asked question or gave comment
- What was the question or comment
- Who answered the question/comment
- What was the answer given

Questions can also be submitted by email to conrad@mlfks.com or to Conrad Miller at 913-912-7070 and they will be shared with the planning and use department.

Meeting adjourned at: 7:20

NEIGHBORHOOD MEETING MINUTES, CONT.

NEIGHBORHOOD MEETING SIGN IN SHEET

Application Number COZ2021-047/MPL2021-025 - 2416, 2416A S. 51st
AND 5115 and 5125 GIBBS ROAD

NAME	ADDRESS	CONTACT INFO
Jean Magal	2624 S. 52nd	913-262-9084
Charles Feldman	2525 South 53rd	
Judith A Feldman	2525 South 53rd	
Kendall McRae	1303 S. 53rd	913-755-9108
Dennis Grindel	3419 Gibbs Rd	913-907-5658
Mary Jean Grindel	3419 Gibbs Rd.	913-593-3211
Rusty Quick	2437 S 53rd Ave	913-226-0553
Cindi Kenzler	5141 Gibbs Rd.	713-263-8967
Jackie Pierce	5141 Gibbs Rd	816-820-7371
Chandra Ward	5124 Lakewood St.	913-909-0654
Pat Petty	5316 Lakewood St	913-579-3741
MIKE MARRIS	7101 COLLEGE BLVD.	
(BHC) - CIVIL ENG	801, KS 66210	913-663-1900
Ian Jones	7101 College Blvd	
(BHC - CIVIL ENG)	OP, KS 66210	913-663-1900
Alex Haddock	3009 S. 53rd	722-2126
Brent Kill	5548 prairie Dr.	816-804-9868

NEIGHBORHOOD MEETING MINUTES, CONT.

Tower View Townhomes Neighborhood Meeting
Monday, November 29, 2021
Meeting Minutes

Meeting Hosted at Bristol Hill United Methodist Church, 4826 County Line Road, Kansas City, KS

Meeting Start 6:01 PM

- Conrad Miller welcomed Neighbors.
- Mr. Miller gave overview of history of project and explained the current plan to construct 32 units for senior housing.
- At previous Planning Commission and City Council meetings neighbors requested that an alternative of single-family homes be considered. Mr. Miller explained that civil infrastructure cost is projected to be close to \$1.2 Million and a single-family housing project is not feasible.
- Mr. Miller To manage the civil infrastructure cost some increased density is need and that creates the 32-unit plan being applied for.
- Mr. Miller explained that there will be some privacy fence surrounding the facility in addition to landscape screening.
- Mr. Miller explained the project is intended to be deed restricted to 55 and up housing. That requires that 80% of homes be restricted to 55 and up.
- Neighbor raised concerns regarding sun light affecting drivers heading east onto Gibbs Road.

Mr. Miller explained that an adequate site triangle can be created with the removal of tree and there is a discussion to be had with City Staff to restrict the Gibbs Road entrance to right-in/right-out only.

- Multiple neighbors expressed concerns about renters.

Mr. Miller explained that the HOA/developer cannot completely restrict rental. However, HOA can enforce rules on renting and give notice of eviction. Also require that the lease be provided to the HOA.

Mr. Miller also explained that short term rentals (I.E. Air BNB) are not allowed.

- Senator Petty asks how much HOA dues will be.

Mr. Miller explained that HOA dues are undetermined at this time.

(Following Senator Petty's question multiple neighbors raised additional questions regarding HOA operation, conversationally and names unable to be captured)

- Question: What happens if owner doesn't pay HOA dues?

Mr. Miller explained that a lien can be put on the property and services can be withheld.

- Question: Who sets up HOA?

Mr. Miller explained that the developer sets up the HOA after a certain percentage of homes are sold/occupied, the HOA management is headed over to elected board/officers.

- Question: What happens if HOA ends?

Mr. Miller explained that it is up to the Homeowners to keep up the HOA.

NEIGHBORHOOD MEETING MINUTES, CONT.

- Conversation among neighbors regarding additional concerns on rentals:

Neighbors explained that the city requires rental license and if they do not obtain neighbors can report the city. Mr. Miller added that the HOA can require that they HOA have the authority to review the lease.

- Question: Can seniors allow grandkids to move in?

Mr. Miller said he was not certain and that he would check.

- Question: Will townhomes have a basement.

Mr. Makris stated that they are not required and not planned.

- Question: Can multiple senior couples live in residence?

Mr. Miller stated that he wasn't sure if and how that could be restricted.

- Neighbor raised concerns on detention maintenance.

Mr. Makris stated that it will be the owner's, in this case the HOA's, responsibility to maintain and that the city has mechanisms to enforce detention maintenance.

- Question: Will these have a walk-in closet?

Mr. Miller stated that that is an architecture decision, but yes, one room will likely have a walk-in closet.

- Questions from multiple neighbors on how these will be built.

- o All at once?
- o As they are sold?

Mr. Miller stated that it is cost effective to build all at once so the preference is to build all at once.

- Question on sidewalk along Gibbs.

Mr. Makris explained that the sidewalk will be built as public improvement in the public right-of-way for eventual city ownership.

- Meeting End 7:04 PM

Minutes taken by Michael Makris, BHC

NEIGHBORHOOD MEETING MINUTES, CONT.

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF KANSAS)
) SS:
COUNTY OF WYANDOTTE)

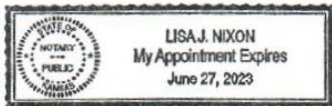
Comes now Mike Makris, of lawful age, sound mind and upon his/her oath states as follows:

1. That I am the petitioner for Petition # COZ2021-047/MPL2021-025 - 2416, 2416A S. 51st AND 5115 and 5125 GIBBS ROAD.
2. That I conducted a neighborhood meeting on November 29, 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.


Mike Makris

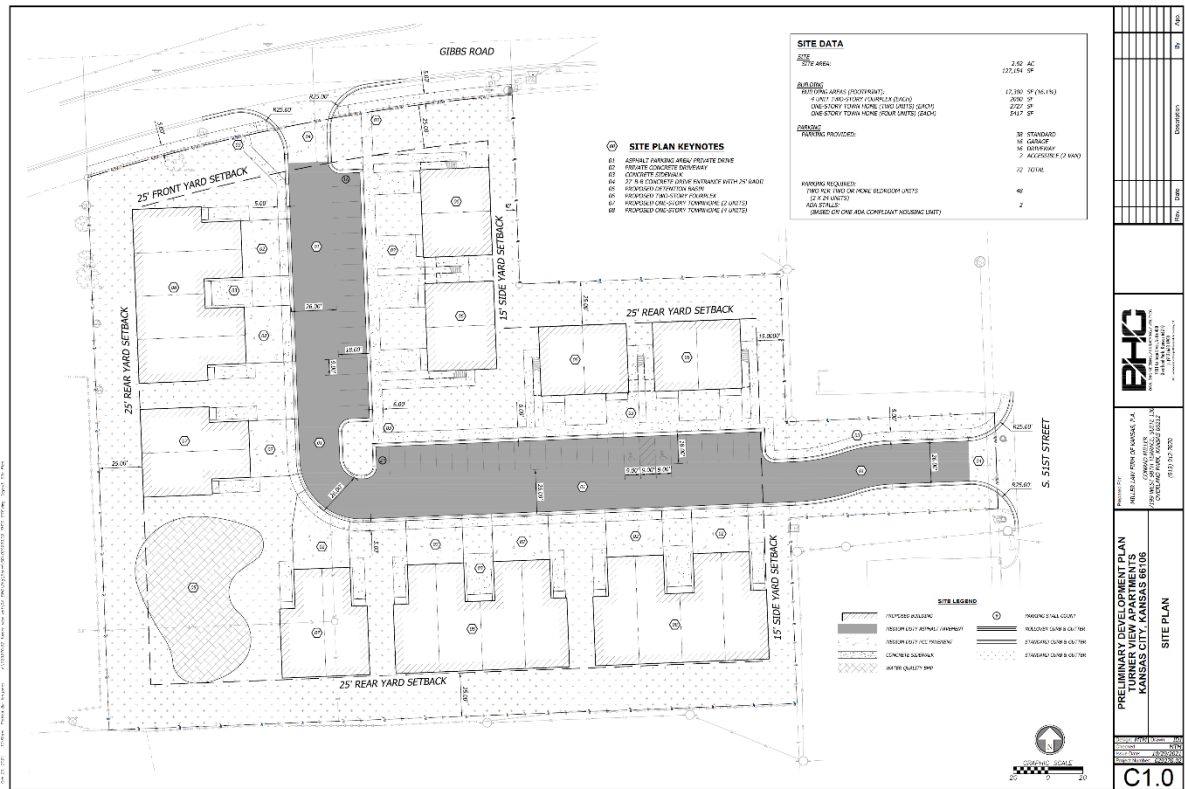
SUBSCRIBED IN MY PRESENCE AND SWORN to before me this November 29, 2021.



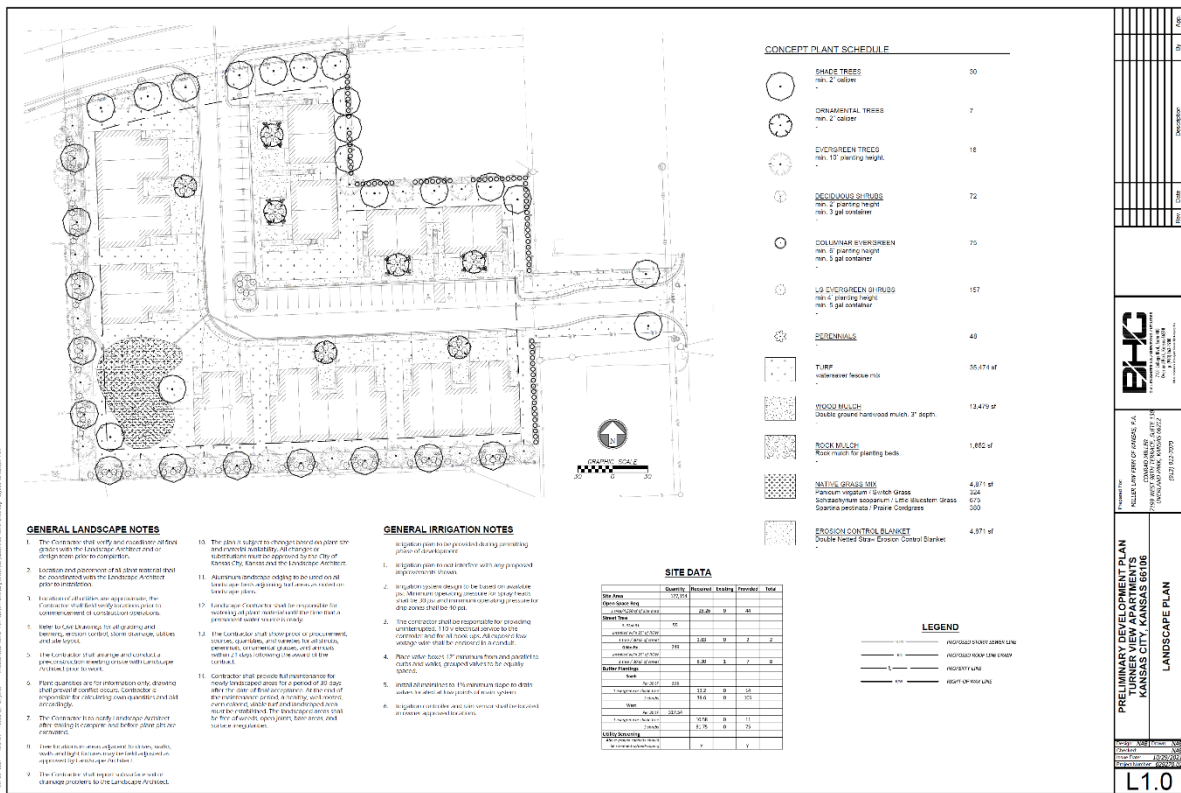

Notary Public

My commission expires 27th of June, 2023

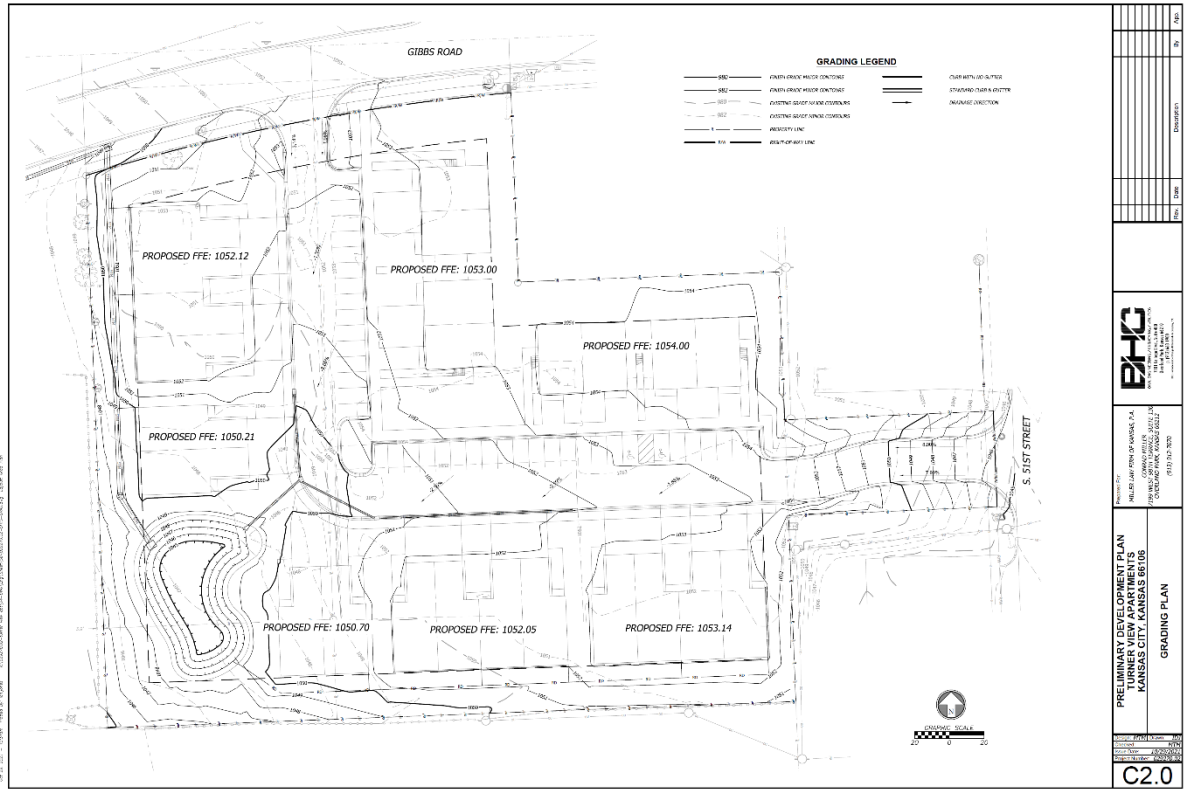
SITE PLAN



LANDSCAPE PLAN



GRADING PLAN



ELEVATIONS AND FLOOR PLANS



2 FLOOR PLAN
12' x 12'



1 FLOOR ELEVATION
12' x 12'



ARCHITECTURE
10701 Broadway Blvd.
Overland Park, KS 66203
913-661-1111
State Certificate of Architect Number
0-5381

Towerview Townhomes
Kansas City, Kansas

Date	12/30/2021	
Job Number	10-005	
Drawn By		
Checked By		
Revisions		
Number	Date	Description

A1.0

SCALE: 1/8" = 1'-0"

ELEVATIONS AND FLOOR PLANS, CONT.



Rear Elevation



Floor Plan - Second Floor



Floor Plan - Ground Floor



Left Side Elevation



Front Elevation



Right Side Elevation

Towerview Townhomes
Kansas City, Kansas

October 27, 2021

STAFF SITE PHOTOS OF 2416 & 2416A SOUTH 51ST STREET, AND 5115 AND 5125 GIBBS ROAD, DATED DECEMBER 2, 2021



STAFF SITE PHOTOS OF 2416 & 2416A SOUTH 51ST STREET, AND 5115 AND 5125 GIBBS ROAD, DATED DECEMBER 2, 2021, CONT.





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: January 27, 2022

Re: Change of Zone Petition **COZ2021-053**

GENERAL INFORMATION

Applicant:

John Cauthon DBA
JMC Holdings 3, LLC

Status of Applicant:

Property Owner
3407 Merriam Drive
Merriam, Kansas 66203

Requested Actions:

Approval of a Change of Zone.

Date of Application:

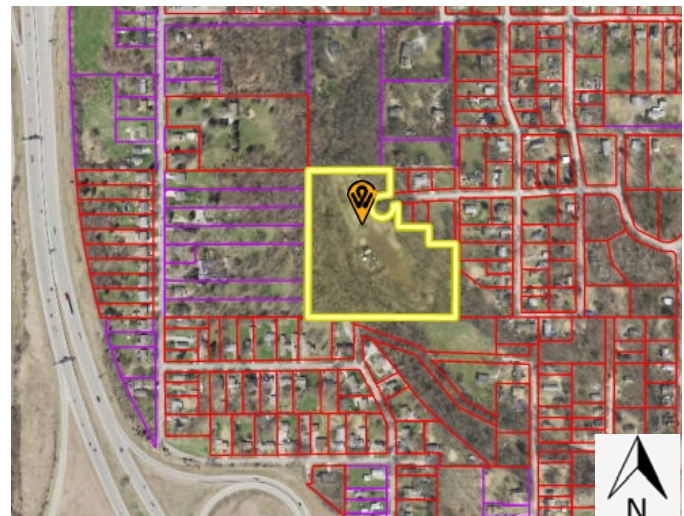
November 27, 2021

Purpose:

To change zoning district from R-1
Single Family District to AG
Agriculture District.

Property Location:

3817 Lust Drive
Kansas City, Kansas 66106



Commission Districts:	Commissioner At Large District #2: Tom Burroughs District #6 Commissioner: Angela Markley
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 R-1(B) Single Family District West: R-1 Single Family and
Adjacent Uses:	North: Large Lot Single Family Residence South: Single Family Residence and Vacant Open Space East: Single Family Residences West: Large Lot Single Family Residence
Total Tract Size:	7.95 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. Low Density Residential includes single-family detached residences, institutional uses such as elementary and middle schools, small churches, libraries, parks, open space, etc. Discouraged uses include industrial parks, business parks, adult-themed businesses, and medium and high-density residences.
Major Street Plan:	The City-Wide Master Plan designates South 49 th Street as a Local Street.
Parking Requirement:	R-1 District (current zoning): Section 27-454(4)(e) requires two (2) off-street parking spaces premises for each single-family dwelling, one (1) of which should be a garage or carport. AG District (proposed zoning): Section 27-452(4)(e) requires two (2) off-street parking spaces shall be provided for each dwelling unit, at least one (1) of which shall be in a garage or carport. The current property has a no dwelling units therefore no off-street parking is required.
Advertisement:	<u>The Wyandotte Echo</u> – December 16, 2021 Letters to Property Owners – December 17, 2021 and January 19, 2022

Public Hearings:	January 10, 2022 and January 27, 2022
Public Support:	The applicant received two (2) phone calls of support from neighbors.
Public Opposition:	One (1) person appeared at the January 10, 2022 City Planning Commission meeting stating that he would be opposed to any livestock on the property (which is not in the applicant's proposal at this time.)

PROPOSAL

Detailed Outline of Requested Action: The Applicant, John Cauthon, is requesting a Change of Zone for the subject property at 3817 Lust Drive. 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 property's agricultural activity can continue. The subject property's prior land use was agricultural but changed to low-density residential when a neighborhood-wide rezone occurred. The Applicant is currently cleaning up the property and wishes to construct multiple accessory structures to ensure the property's maintenance and utilize agricultural activity. The Applicant wishes to build a single-family residence on the property in the future, but only wants to support the agricultural features for the immediate time. The Change of Zone allows the applicant to construct multiple accessory structures throughout the property for its maintenance and agricultural use without the need for further variances as required in its current zoning. The applicant has an additional application for a variance for maximum lot width-to-depth ratio.

City Ordinance Requirements: Chapter 27, Section VIII

RELATED ENFORCEMENT AND ACTION ITEMS

Noise or Disturbance Complaints:

1. The current property owner has received no noise or disturbance complaints. There are several service calls to the area related to suspicious crowds and partying prior to the owner's purchasing of the property.

Building or Code Enforcement Complaints:

1. The current property owner has received no building or code enforcement complaints. There is an extensive history of abatement, debris, dumping, and abandoned vehicles prior to the current owner's purchasing of the property.
2. A lean-to shade structure and horse stable were constructed on-site without permits by a prior owner. The prior owner obtained proper passing inspections on both structures in a retro-active inspection.

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.

FACTORS TO BE CONSIDERED

1. Neighborhood character.

The neighborhood is residential and rural in character. Lots range in size from 0.20 acres to 7.95 acres, with the average lot size being approximately one (1) acre on the west, four (4) acres on the north, and one half (1/2) acre on the east. There streets are mostly asphalt and driveways are often asphalt, or concrete with the occasional gravel drive and no sidewalks. Lots are of various sizes showing minimal improvements and large mature trees and dense timber stand buffers.

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

The zoning uses of the property are set out above. The subject property is surrounded by R-1 Single Family Zoned lots in the immediate range with some AG Agricultural lots indirectly east. The proposed use is expected to be highly compatible with the adjacent properties. Many lots surrounding the property have dense wooded buffers and screening which makes the subject property feel secluded. The lot has been previously used as a horse stable without issue when properly maintained, and the restoration of the property to its previous agricultural use ostensibly would not impact the neighbors' property or expected compatibility. Agricultural uses are permitted in the current zone since the subject property is over five (5) acres, however the additional accessory structures are not.

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, the purpose of the A-G Agriculture 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. The planned future single-family residence on the property is permissible by-right per Section 27-452(b), and the applicant's other property uses are agricultural in nature which are compatible with adjacent property owners who utilize similar activity.

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

The property has been periodically vacant over the past 10 years. There are no current dwelling units on the property, and it has previously been used as a trail area for horse keeping.

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 this is a private residence with private agricultural activity and is not necessary for the convenience or welfare of the public nor would it injure the appropriate use, visual quality, or marketability of nearby property. The surrounding properties are rural and residential in character with similar agricultural uses.

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 would not impact or change traffic in a way that would adversely affect road capacity of the Local Street, safety, or parking. The property's proposed use is for private enjoyment with a possible single-family residence in the future. The long driveway currently does not meet UG standards as it is not an improved surface at the driveway apron which is addressed as a condition of approval of this report. Should a single-family residence be built on the property, the increase of traffic would be negligible.

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

The City-Wide Master Plan designates this property as Low Density Residential Use. Low Density Residential includes single-family detached residences, institutional uses such as elementary and middle schools, small churches, libraries, parks, open space, etc. Discouraged uses include industrial parks, business parks, adult-themed businesses, and medium and high-density residences. The proposed Change of Zone would not change the land use of the Master Plan.

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

The applicant is not proposing any new structures at this time. Any future accessory structures or dwelling units would require a permit if over 120 square feet, and if properly constructed, there would be little to no long-term negative environmental impact. There is the propensity to enhance the environment as the Applicant desires to further improve the timber stand and vegetation along the property's creek bed in coordination with the Conservation District. The improvements desired by the Applicant and with the recommendation of the

Conservation District would substantially enhance the property. An approved Conservation Plan is required.

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 lines exist in multiple areas of the property.

c. *Storm water control*

There are no storm water discharge points on the property. The nearest storm water discharge point is within two (2) blocks from the frontage of the subject property.

d. *Police*

Police service is provided by South Patrol, District #331.

e. *Fire*

Fire service is provided by Station #17.

f. *Transit*

The subject property is not reasonably accessible by mass transit or bus route.

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 a private parcel for private agricultural enjoyment. Should a single-family home be built in the future, there would be a minimal economic impact on the community in the form of property tax gain.

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

The subject property is currently non-conforming due to an accessory structure without a primary residence in a residential neighborhood. The subject property has a higher capability to conform to the zoning ordinance requirements once rezoned to match its use than it does in its present condition as accessory structures used to maintain the property or for agricultural purposes are allowed without a primary structure or dwelling.

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, however, there is ostensibly no hardship imposed on adjacent property owners. The accessory structure is already in existence and associated activities are already in use and necessary for the proper care and maintenance of the facility.

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on November 29, 2021, by receiving phone calls, in-person visit, or letters.

Attached is the list of persons, minutes, affidavit, and/or submitted comments to the applicant.

KEY ISSUES

Neighborhood Character
Stream Buffer
Landscaping and Screening
Agricultural Activity
Trash, Debris, Abatement
Zoning
Land Use
Driveway Standards

PLANNING COMMISSION RECOMMENDATION

The Planning Commission recommended 8 to 0 to recommend **APPROVAL** of Change of Zone Application **COZ2021-053**, subject to:

- 1. This City Planning Commission case is being heard in conjunction with BOZA2021-047. The following are conditions for BOZA2021-047 and are stated here for reference only, as CPC case is solely for COZ2021-053.**

- a. If approved, the drive apron shall be upgraded to an improved surface with repaired aprons and as required and approved by the UG Building Inspection Division and Public Works.
 - b. A right of way permit is required. Please contact the Public Works Department at (913) 573-5311 to begin that process.
 - c. If approved and should livestock be introduced to the property or timber strand improvements to be made, the applicant should contact the Conservation District for technical assistance per the comments below to update their Conservation District Plan accordingly.
 - d. The deteriorated stable structure shall be demolished, and the pop-up camper shall be removed.
 - e. 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.
 - f. A loading and maneuvering area shall be paved with 6-inches of concrete over 4-inches of gravel within 25 feet of the right-of-way in accordance with UG Code §27-675(b)(2) and UG Standard Detail 4100-G.
 - g. Agricultural districts are not required to obtain land disturbance permits (UG Code §8-613) but are still required to employ applicable best management practices (BMPs) included in standard details provided by the Unified Government (UG). When land disturbance exceeds 3,000 square feet, an erosion and sediment control plan may be required. The UG "Erosion Control Checklist" and "Guidelines for Preparing Erosion Control Drawings for Land Development" outlines plan preparation. Prevent, to the maximum extent practicable, any amount of soil, earth, sand, gravel, rock, stone, or other material, to be deposited upon or to roll, flow, or wash upon or over any public street, street improvement, road, alley, sewer, storm drain, watercourse, right-of-way, any public property or the premises of another.
 - h. If there is any livestock in the area, the stream area needs to be fenced so livestock are not in the stream. The fenced area should include a 25-foot buffer of grass to reduce and slow any runoff.
 - i. 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.
2. If approved, the drive apron shall be upgraded to an improved surface with repaired aprons and as required and approved by the UG Building Inspection Division and Public Works;
 3. A right of way permit is required. Please contact the Public Works Department at (913) 573-5311 to begin that process;

4. If approved and should livestock be introduced to the property or timber strand improvements to be made, the applicant should contact the Conservation District for technical assistance per the comments below to update their Conservation District Plan accordingly;
5. The deteriorated stable structure and stored pop-up camper shall be removed from the property;
6. 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;
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9. If there is any livestock in the area, the stream area needs to be fenced so livestock are not in the stream. The fenced area should include a 25-foot buffer of grass to reduce and slow any runoff.
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STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION

Staff recommends that the Board of Commissioners **APPROVE** Petition **COZ2021-053** subject to all comments and suggestions outlined in this staff report, and the conditions of the City Planning Commission.

ATTACHMENTS

January 10, 2022 City Planning Commission Minutes
Aerial Map
Zoning Map
Land Use Map
Planning Engineering Comment Letter
Conservation District Comment Letter
Applicant Provided Photos Dated November 27, 2021
Neighborhood Response Contact Log
Staff Site Visit Photos Dated December 4, 2021

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>Unified Government Board of Commissioners</u>
Public Hearing Rezoning	January 10, 2022 Approval	January 27, 2022

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

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition **COZ2021-053** 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 **COZ2021-053**, 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.

January 10, 2022 City Planning Commission Minutes:

Hearing starts at 1:57:30:

CHANGE OF ZONE APPLICATION COZ2021-053 – JOHN CAUTHON - SYNOPSIS:

Change of Zone from R-1 Single Family District to A-G Agriculture District for agricultural purposes at 3817 Lust Drive (in conjunction with BOZA2021-047)

Detailed Outline of Requested Action: The Applicant, John Cauthon, is requesting a Change of Zone for the subject property at 3817 Lust Drive. 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 property's agricultural activity can continue. The subject property's prior land use was agricultural but changed to low-density residential when a neighborhood-wide rezone occurred. The Applicant is currently cleaning up the property and wishes to construct multiple accessory structures to ensure the property's maintenance and utilize agricultural activity. The Applicant wishes to build a single-family residence on the property in the future, but only wants to support the agricultural features for the immediate time. The Change of Zone allows the applicant to construct multiple accessory structures throughout the property for its maintenance and agricultural use without the need for further variances as required in its current zoning. The applicant has an additional application for a variance for maximum lot width-to-depth ratio.

City Ordinance Requirements: Chapter 27, Section VIII

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 January 10, 2022;
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 at tonight's 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:

- John Cauthon, applicant, 3817 Lust Drive, Kansas City, Kansas 66106

Present in Opposition:

- Richard Wilcox, 3808 Lust Drive, Kansas City, Kansas 66106

Staff Recommendation starts at 2:01:40: Planning Director Hand stated this Change of Zone is being heard in conjunction with Appeal BOZA2021-047, which was approved by the Board of Zoning Appeals earlier this evening. This property is located in the Turner area. There are no Notices of Violation on this property. Staff has received telephone calls in support and had not received any opposition until this evening. Staff recommends approval subject to the same conditions of approval as BOZA2021-047. Staff has received the conservation plan from the Wyandotte County Conservation District that contains conditions of approval. If the applicant decides to put livestock on the property, he will need an updated conservation plan in coordination with the Conservation District. Director Hand stated that the Conservation District has requested a 25' buffer from the stream. The camper and horse stable must be removed. Staff recommends approval subject to the conditions in the staff report.

Motion and Vote starts at 2:04:15:

On motion by Mrs. Jones, seconded by Mr. Ernst, the Planning Commission voted as follows to **recommend APPROVAL of Change of Zone Application COZ2021-053:**

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

Motion to recommend APPROVAL Passed: 8 to 0

Subject to:

- 1. This City Planning Commission case is being heard in conjunction with BOZA2021-047. The following are conditions for BOZA2021-047 and are stated here for reference only, as CPC case is solely for COZ2021-053.**
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 - d. The deteriorated stable structure shall be demolished, and the pop-up camper shall be removed.**
 - e. 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**

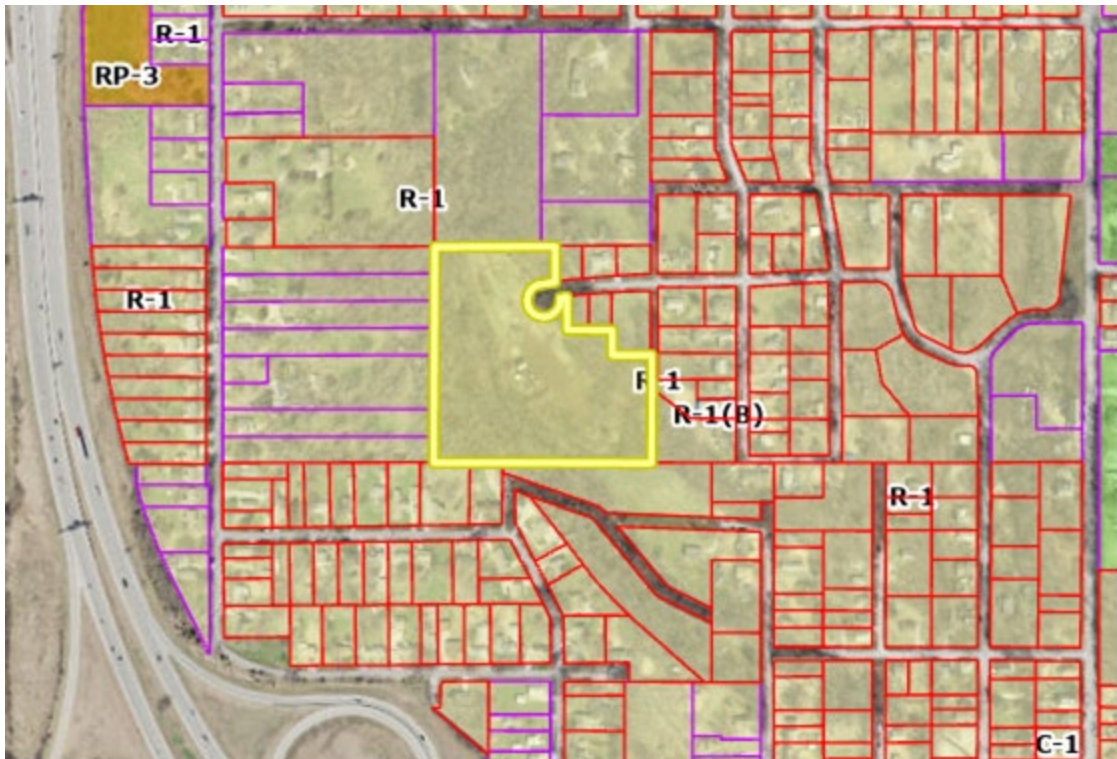
- permit, and if so, must take it upon themselves to initiate the building permit process accordingly.
- f. A loading and maneuvering area shall be paved with 6-inches of concrete over 4-inches of gravel within 25 feet of the right-of-way in accordance with UG Code §27-675(b)(2) and UG Standard Detail 4100-G.
 - g. Agricultural districts are not required to obtain land disturbance permits (UG Code §8-613) but are still required to employ applicable best management practices (BMPs) included in standard details provided by the Unified Government (UG). When land disturbance exceeds 3,000 square feet, an erosion and sediment control plan may be required. The UG "Erosion Control Checklist" and "Guidelines for Preparing Erosion Control Drawings for Land Development" outlines plan preparation. Prevent, to the maximum extent practicable, any amount of soil, earth, sand, gravel, rock, stone, or other material, to be deposited upon or to roll, flow, or wash upon or over any public street, street improvement, road, alley, sewer, storm drain, watercourse, right-of-way, any public property or the premises of another.
 - h. If there is any livestock in the area, the stream area needs to be fenced so livestock are not in the stream. The fenced area should include a 25-foot buffer of grass to reduce and slow any runoff.
 - i. 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.
2. If approved, the drive apron shall be upgraded to an improved surface with repaired aprons and as required and approved by the UG Building Inspection Division and Public Works;
 3. A right of way permit is required. Please contact the Public Works Department at (913) 573-5311 to begin that process;
 4. If approved and should livestock be introduced to the property or timber stand improvements to be made, the applicant should contact the Conservation District for technical assistance per the comments below to update their Conservation District Plan accordingly;
 5. The deteriorated stable structure and stored pop-up camper shall be removed from the property;
 6. 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;
 7. A loading and maneuvering area shall be paved with 6-inches of concrete over 4-inches of gravel within 25 feet of the right-of-way in accordance with UG Code §27-675(b)(2) and UG Standard Detail 4100-G;

- 8. Agricultural districts are not required to obtain land disturbance permits (UG Code §8-613) but are still required to employ applicable best management practices (BMPs) included in standard details provided by the Unified Government (UG). When land disturbance exceeds 3,000 square feet, an erosion and sediment control plan may be required. The UG "Erosion Control Checklist" and "Guidelines for Preparing Erosion Control Drawings for Land Development" outlines plan preparation. Prevent, to the maximum extent practicable, any amount of soil, earth, sand, gravel, rock, stone, or other material, to be deposited upon or to roll, flow, or wash upon or over any public street, street improvement, road, alley, sewer, storm drain, watercourse, right-of-way, any public property or the premises of another;**
- 9. If there is any livestock in the area, the stream area needs to be fenced so livestock are not in the stream. The fenced area should include a 25-foot buffer of grass to reduce and slow any runoff.**
- 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.**

AERIAL MAP



ZONING MAP



LAND USE MAP





Planning and Urban Design

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

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

MEMORANDUM

TO: Tony Sabljak / Kallie McLaughlin
DRC Coordinator / Principal Planner

FROM: Patrick Doyle, Engineering Manager

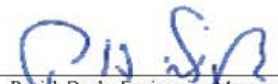
DATE: December 14, 2021

SUBJECT: John Cauthon COZ2021-053_General Engineering
3817 Lust Drive
General Engineering Review No. 1 (of the application received 11/29/2021)

The following comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents Planning comments may require additional resubmittals. **Reference the Electronic Document Review (EDR) guidelines for submittal requirements; www.wvcokck.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. A loading and maneuvering area shall be paved with 6-inches of concrete over 4-inches of gravel within 25 feet of the right-of-way in accordance with UG Code §27-675(b)(2) and UG Standard Detail 4100-G.
2. Agricultural districts are not required to obtain land disturbance permits (UG Code §8-613) but are still required to employ applicable best management practices (BMPs) included in standard details provided by the unified government (UG). When land disturbance exceeds 3,000 square feet, an erosion and sediment control plan may be required. The UG "Erosion Control Checklist" and "Guidelines for Preparing Erosion Control Drawings for Land Development" outlines plan preparation. Prevent, to the maximum extent practicable, any amount of soil, earth, sand, gravel, rock, stone, or other material, to be deposited upon or to roll, flow, or wash upon or over any public street, street improvement, road, alley, sewer, storm drain, watercourse, right-of-way, any public property or the premises of another.

Reviewer: _____


Patrick Doyle, Engineering Manager

CONSERVATION DISTRICT COMMENT LETTER



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

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

December 14, 2021

RE: COZ2021-053 and BOZ2021-047 John Cauthon R-1 to A-G for agricultural at 3817 Lust Drive

Dear Mr. Hand:

The Wyandotte County Conservation District has completed an environmental review of the: COZ2021-053 and BOZ2021-047 John Cauthon R-1 to A-G for agricultural purposes at 3817 Lust Drive.

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 COZ:

- There are three major soil types identified: Kennebec silt loam, frequently flooded, Gosport-Sogn complex, 7 to 35 percent slopes and Ladoga silt loam, 8 to 15 percent slopes. These soil types are considered highly erodible when the surface is denuded of a protective cover.
- We received limited information on this Change of Zone. It appears that there are some wooded areas that might need to have some timber stand improvement. It appears that the pasture areas need some improvement.
- Technical assistance is available from this office. Timber stand improve opportunities are also available through Federal EQIP farming programs.
- If there is any livestock in the area, the stream area needs to be fenced so livestock are not in the stream. The fenced area should include a 25 foot buffer of grass to reduce and slow any runoff.

CONSERVATION DISTRICT COMMENT LETTER

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.

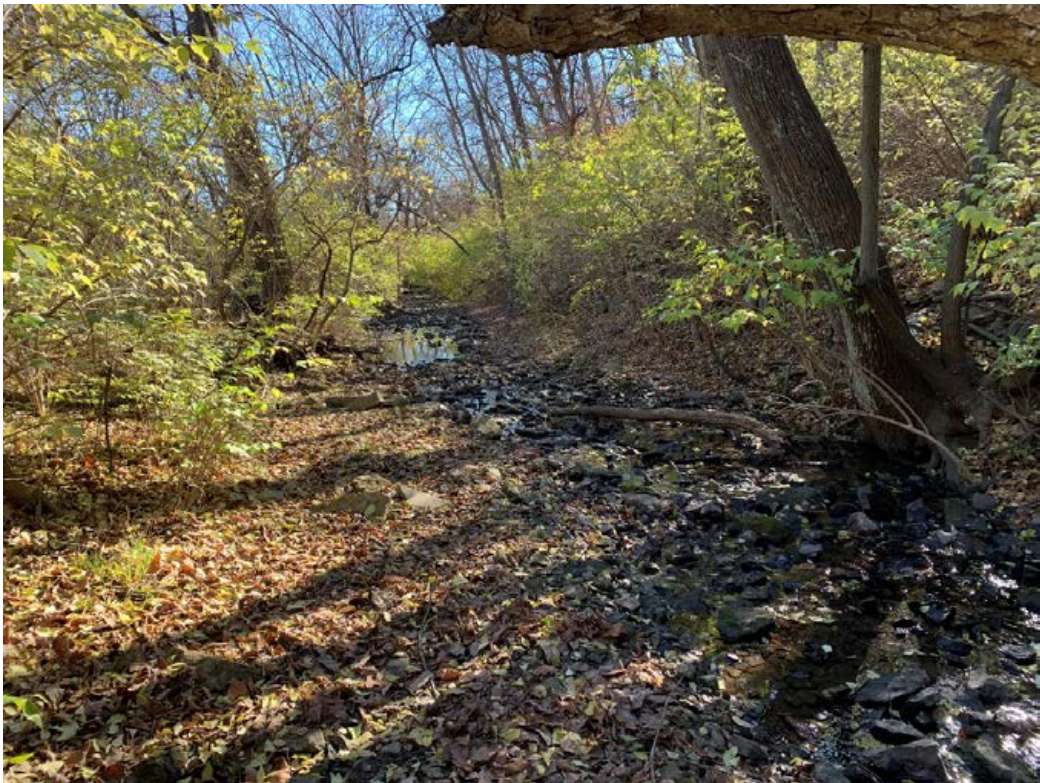
If you have any comments or questions, please do not hesitate to call me.

Sincerely,

Cheri Miller
District Manager

enclosures





APPLICANT PHOTOS DATED NOVEMBER 27, 2021



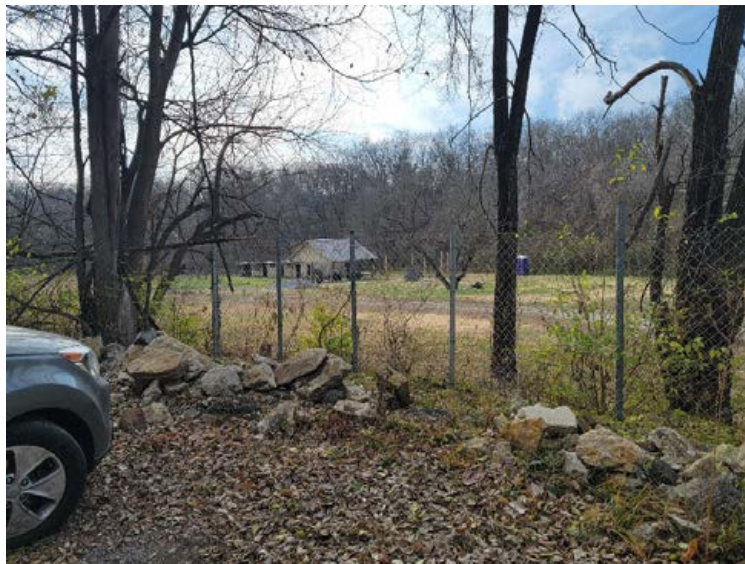
NEIGHBORHOOD RESPONSE CONTACT LOG

12/30/2021 1:44 PM

Contact Log

	Name	Phone	Address	Date	Length (mins)	
1	James Jones	913-568-7339	3011 S 39th St	12/21 7:47 AM	45	Just chatted about what I wanted to do with the property. No real concerns - just talked some of the history of past owners. Happy I was cleaning it up.
2	Leonard Hill	913-568-7339	2931 S 42nd St	12/21 9:20 AM	5	Just wanted to know if there was anything he could do to help
3	Robin Westlin	913-262-8410	3018 S 37th St	12/27 12:0 AM	Mail	Good luck! Do whatever you want
4						
5						
6						
7						
8						
9						

STAFF SITE PHOTOS DATED DECEMBER 4, 2021



STAFF SITE PHOTOS DATED DECEMBER 4, 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: January 27, 2022

Re: Special Use Permit SP2021-047

GENERAL INFORMATION

Applicant:
Albert Walker

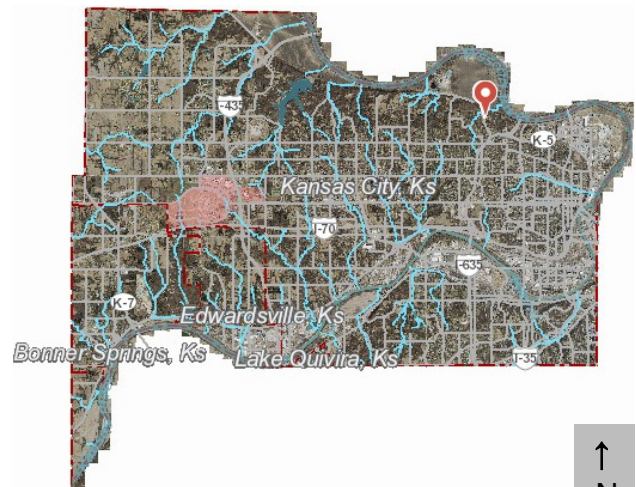
Status of Applicant:
Property Owner
5758 Georgia Avenue
Kansas City, Kansas 66104

Requested Action:
Approval of a Special Use Permit.

Date of Application:
April 20, 2021

Purpose:
To request a Special Use Permit to keep livestock (horses) on the property.

Property Location:
3633, 3703, & 3707 Bell Crossing, 3701, 3702,
& 3706 North 37th Street, and 3655 Sortor Drive
Kansas City, Kansas 66104



Commission District:	Commissioner At Large: Melissa Bynum District #1 Commissioner: Gayle Townsend
Existing Zoning:	R-1(B) Single Family District (all parcels)
Adjacent Zoning:	North: R-1(B) Single Family District South: A-G Agriculture District East: R-1(B) Single Family District West: R-1(B) Single Family District
Adjacent Uses:	North: Single-family residence; Vacant lots South: Agricultural land East: Vacant lot West: Vacant lot
Total Tract Size:	0.48 Acre (3633 Bell Crossing Drive) 0.04 Acre (3703 Bell Crossing Drive) 0.05 Acre (3707 Bell Crossing Drive) 0.31 Acre (3701 North 37 th Street) 0.08 Acre (3702 North 37 th Street) 0.09 Acre (3706 North 37 th Street) 0.50 Acre (3655 Sortor Drive) 1.55 Acres (all seven (7) parcels)
Master Area Plan:	The subject property is within the City-Wide Master Plan.
Master Plan Designation:	The City-Wide Master Plan designates all subject parcels as Rural-Density Residential. The Rural-Density Residential land use designation allows for agriculture, ranches, large-lot single-family detached residences, and passive parks and open space. Uses discouraged by the Rural-Density Residential land use designation includes all industrial uses, business parks, and higher-density residential uses.
Major Street Plan:	The Major Street Plan classifies Bell Crossing Drive as a Collector Street. The Major Street Plan classifies Sortor Drive as a Local/Neighborhood Street. The Major Street Plan classifies North 37 th Street as a Local/Neighborhood Street.
Required Parking:	Section 27-455(d) requires two (2) off-street parking spaces on the premises for each single-family dwelling. There appears to be no paved parking available on the “subject property” (consisting of all seven (7) identified parcels).

Advertisement:	<u>The Wyandotte Echo</u> – May 20, 2021 Letters to Property Owners – May 18, 2021, June 9, 2021, July 6, 2021, September 7, 2021, October 20, 2021 and January 20, 2022
Public Hearings:	October 11, 2021, October 28, 2021 and January 27, 2022
Public Support:	None to date.
Public Opposition:	None to date.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Albert Walker, is requesting a Special Use Permit to keep horses on seven (7) residentially zoned parcels at 3633, 3703, & 3707 Bell Crossing, 3701, 3702, & 3706 North 37th Street, and 3655 Sortor Drive (herein after known as the “subject property”). This subject property is not the applicant’s primary residence and has no primary residence on the property, but there is one (1) accessory structure (a clubhouse) and one (1) storage container.

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

Code Enforcement History: There is one (1) outstanding violation recorded at this collective subject property. The subject property was cited on May 12, 2021 for an enforcement complaint. The subject property has also been previously cited by Property Maintenance Compliance:

- March 30, 2021- Code Administrative Citation: Structural
- March 3, 2021- Code Administrative Citation: Environmental
- December 7, 2018- Other Multiple Violations
- July 27, 2018- Other Multiple Violations
- March 28, 2018- 14-Day trash Abatement

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

The subject property is within the Quindaro Bluffs Statistical Neighborhood and is not within a Neighborhood Group. The neighborhood, while primarily zoned for single-family residential use, displays many characteristics of a rural or agricultural area. The neighborhood is heavily wooded, features large lots, and has a significant number of properties that have livestock, some which are held in compliance with the Zoning Code and some which are not.

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

The subject property is zoned R-1(B) Single Family District. This is compatible with all the surrounding adjacent properties, which are also zoned R-1(B) or A-G. The proposed use of keeping farm animals on the property, however, is not compatible with the surrounding properties due to the size of the subject property and the lack of adequate on-site facilities. Animals Services has cited previous issues of neglected horses on the property since it has been owned by the applicant.

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 only 1.55 acres collectively. This makes the land suitable for no more than two (2) horses, but ideally only one (1) horse. This suitability is also based on the assumption that the applicant will construct adequate facilities to stable the horse, to provide fenced-in grazing and roaming area, and to hold enough food on site.

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

It is unclear how long the property has been vacant.

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

Special Use Permits are not addressed in the Northeast Area Master Plan. The Rural-Density land use designation allows for agricultural uses, ranches, and open space. Keeping horses and having recreational activities—the applicant's proposed uses—are rural and agricultural uses that benefit from having large amounts of land and few nearby neighbors. 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 trailer and will presumably be transported off-site for some veterinary visits. Furthermore, the applicant has stated that family and friends will be using the property to gather and for recreation. The subject property is at the intersection of Bell Crossing Drive and Sortor Drive, two (2) major roads for the neighborhood. While even though family may be visiting frequently, it is unlikely that so many people would come to visit at once as to exceed the capacity of the street network to accommodate it. The applicant, however, must provide paved parking that is completely within the boundaries of the subject property and not within the public right-of-way.

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 farm animals on a parcel less than two (2) acres, away from the residential property, may be convenient to the applicant, but it is not necessary to the convenience nor welfare of the public. Animal Services has stated that neglected horses have been found on the applicant's property in the past few years, which indicates an inability to make frequent visits to the property. An absentee landowner can cause problems for the neighbors, problems which will be exacerbated by the fact that horses will be living on the property alone. Since the applicant lives off-site, they will not be around all the time to address any rising issues. Keeping such animals could substantially or permanently injure the appropriate use, visual quality, or marketability of the adjoining properties.

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

Farm animals and stables/barns produce some noise, dust, pollen, and odors. Such externalities increase as more and more animals live within a single parcel. Since the applicant has not provided the number of horses that will be on the subject property, Staff cannot make a determination as to the negative externalities which might occur. Though Staff has concerns about the noise, dust, and odors that would be produced from the property, but would like the applicant to provide a manure disposal plan for the horses and chickens before making a final determination.

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

Animal waste, if not properly disposed, can pollute the air, land, and water by its smell, substance, and pathogens, respectively. There is a stream that runs through the property, and there is a significant amount of horse manure on the property and near the creek. 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. This concern is elevated for this case. The parcel is less than two (2) acre and within that space there is little vegetation for property grazing because of the heavily forested eastern portion of the subject property.

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

The gain to the applicant is as described in the application: the subject property could be a place to keep horses, drive on a dirt bike path, and gather the applicant's family. There is the potential for hardships to be imposed on nearby properties—smell, dust, and escaped animals—but proper housing, cleaning, and securing of the horse should address any of these potential issues.

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

Due to the amount of land that a horse needs to live healthily, any more than two (2) horses stabled on the subject property would constitute an undue concentration of animals on the subject property.

PREVIOUS ACTIONS

This application was held over from the October 28, 2021 Board of Commissioners meeting to allow re-evaluation of acreage and current situation with Conservation District and Animal Control Services. Staff has received no additional information from the Conservation District nor Animal Control Services.

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on at 5:15 PM on June 1, 2021, at 3633 Sortor Drive. 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

Accessory Structure Without Building Permit
Environmental Junk & Trash
Manure Disposal Plan
Noise
Odors
Parking
Pasture Space
Site Plan
Storage Container
Water Contamination

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 5 to 0 to recommend **DENIAL** of Special Use Permit Application SP-2021-047, **due to unresolved violations on the property, incompatibility of the land for livestock, and the recommendation of the Conservation District.**

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

Planning and Urban Design Comments:

General

- 1) There are two (2) separate rights-of-way that partially divide the applicant's parcels. The applicant may not use the rights-of-way without first successfully obtaining a vacation for the two (2) identified pieces of land. Before that time, the parcel boundaries adjacent to the rights-of-way must be fenced, in order to visually mark the difference between the applicant's private property and the public rights-of-way.
- 2) The applicant and visitors to the subject property may not park within the public rights-of-way. This includes the shoulder of Bell Crossing and Sortor Drives, and in the two (2) portions of rights-of-way surrounded by the applicant's parcels on three (3) sides.
- 3) Would the applicant be interested in replatting the seven (7) subject parcels? A replat would allow for a simultaneous combination of all the plats as well as the vacation and incorporation of the two (2) named public rights-of-way into the newly created plat.

Staff Response: *In various conversations with Staff, the applicant has previously stated that they are interested in combining all their parcels in the near future.*

- 4) While the applicant has made great strides in cleaning up the subject property, the following areas must continue to be addresses before horses can be safely stabled on site:
 - a. The structure on the property must either receive a Certificate of Occupancy from the Building Inspections Division or be demolished;
 - b. The storage container must either obtain a Special Use Permit for be removed;
 - c. The semi-truck cab must either obtain a Special Use Permit and be parked on a paved surface or be removed;
 - d. Broken concrete and stone must be removed from the areas in which the horses will roam, in order to prevent injuries; and,
 - e. Grading and erosion mitigation measures, such as a retaining wall, must be constructed in order to address the steep decline in terrain from the west portion and northwest corner of the property to the east portion of the property. There is currently no mitigation or retention measures in place.

Applicant Response: *I am still working at cleaning my property up. As far the stalls are concerned, they will be repaired, and color coordinated with the club house after the hearing if I am allowed to keep them.*

- 5) The area in which the horses will graze, and roam must be properly fenced.
- 6) How many horses will be kept on the subject property?
- 7) Will there be any lights on the subject property?
- 8) Does the applicant know how long the subject property has been vacant?

- 9) The storage container on the property will either need to receive a Special Use Permit or be removed. Would the applicant like to apply for a Special Use Permit for a storage container? This Special Use Permit case, SP2021-047, would be held over in order for the applicant to submit a Special Use Permit application for a storage container.

Applicant Response: *We are asking for a special use permit to keep the container now that I know you can have one. All I was told was to remove this container. I practically gave my other one away.*

Staff Response: *Originally SP2021-047 was only a Special Use Permit for keeping livestock on a property between one (1) and five (5) acres. Staff was not informed of the applicant's request for a Special Use Permit until the applicant responded to Staff's comments. The applicant must apply for a separate Special Use Permit for the storage container.*

- 10) Provide a revised site plan for the property that includes the following:
- The location of any existing structures (including the clubhouse and storage container), as measured by the distance of the structure from the front and side property boundary lines;
 - A fenced-in area where the horse(s) and chicken(s) can roam and graze, which dimensions for the perimeter of the fenced-in area; and,
 - The location of any proposed structures, such as new horse stables, as measured by the distance of the structure from the front and side property boundary lines; and,
 - The paved or gravel areas on the property, and note where the designated vehicle parking is.
- 11) Provide a floor plan for any existing or proposed structures, such as the clubhouse or stables.
- 12) Provide a manure disposal plan for the horses that will be stabled on site.
- 13) The applicant lives several miles away from the property. Given the fact that Animal Services has found neglected horses on the property several times in since 2018, Staff is concerned about the welfare of any animals kept on the property. Provide a schedule that demonstrates who is visiting the property and when they will visit, in order to ensure that there is no issue with neglected animals.
- 14) Aerial imagery from 2020 shows some large, unidentified items on the property. Any vehicles, scrap/junk, or other materials must be removed from the property in order to create a suitable environment for the farm animals.

Standard Conditions

- 1) A building permit is required for a permanent structure greater than 120 square feet. Please contact the Building Inspection Department at (913) 573-8620 to begin that process.
- 2) 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.

Animal Services Comments:

- 1) Animal Services Unit (ASU) strongly opposed horses being kept at any of the address listed on this special use permit application. ASU has received two complaints of horse neglect at 3707 Bell Crossing (and the surrounding area where addresses are not discernable) with Mr. Albert Walker being listed as the owner of the property. Mr. Walker has allowed people to keep their horses on his property and proper care was not ensured; on at least two occasions 7/5/2018 and 2/5/2019, horses were found to be severely neglected. The horse found on 7/5/2018 required a search warrant for removal due to severe neglect and poor shelter. The horse that was found on 2/5/2019 was removed from the property prior to ASOs returning to confiscate the horse.

Property Maintenance Compliance Comments:

- 1) Owner continues to clear land and add gravel to properties.

Wyandotte County Conservation District Comments:

- 1) For full Conservation District comments, see the Wyandotte County Conservation District Letter to the Director of Planning (labeled "Conservation District Letter, Dated May 18, 2021", in the *Attachments* section of this report).

STAFF RECOMMENDATION

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **DENIAL** of Petition **SP2021-047** subject to all comments and suggestions outlined in this staff report, the recommendation of the City Planning Commission, recommendation, and summarized by the following:

- 1) **Based on the professional assessments by Animal Services, no horses or other livestock shall be stabled overnight on the subject property. The Animal Services comments are as follows:**
 - a. **ASU strongly opposed horses being kept at any of the address listed on this special use permit application. ASU has received two complaints of horse neglect at 3707 Bell Crossing (and the surrounding area where addresses are not discernable) with Mr. Albert Walker being listed as the owner of the property. Mr. Walker has allowed people to keep their horses on his property and proper**

care was not ensured; on at least two occasions 7/5/2018 and 2/5/2019, horses were found to be severely neglected. The horse found on 7/5/2018 required a search warrant for removal due to severe neglect and poor shelter. The horse that was found on 2/5/2019 was removed from the property prior to ASOs returning to confiscate the horse.

- 2) Based on the professional assessments by the Wyandotte County Conservation District, no horses or other livestock shall be stabled overnight on the subject property. The Conservation District has provided the following reasons for not recommending approval:
- a) The area is denuded of most of the vegetation;
 - b) There is a severe erosion problem in the area. There are some trees which does not help the area;
 - c) The stream is not fenced so animal waste ends up in the stream. Soil is eroding into the stream as well;
 - d) No animals were visible at the time of the inspection. The animals' condition are unknown today. In the past years though, animals were in poor shape; and,
 - e) The area needs to be seeded and mulched as soon as possible. No animals should be allowed to roam the area until the seeding is well established.

ATTACHMENTS

October 11, 2021 City Planning Commission Minutes
Aerial Map
Zoning Map
Land Use Map
Photos of Property Provided by Staff, Dated May 23, 2021
Photos of Property Provided by the Applicant, Spring 2021
Supplemental Photos of Property Provided by the Applicant, Fall 2021
Quit Claim Deed for Parcel #167626 (3707 Bell Crossing Drive), Dated July 10, 2018
Site Plan Provided by the Applicant
Additional Information Provided by the Applicant
Neighborhood Meeting Materials, Dated June 1, 2021
Wyandotte County Conservation District Letter, Dated May 18, 2021

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>Unified Government Commission</u>
Public Hearing		
Special Use	October 11, 2021 Denial	October 28, 2021 Held Over January 27, 2022

STAFF CONTACT: Michael Farley
mfarley@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **DENY** Petition **SP2021-047**, as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

OR

I move the Unified Government Board of Commissioners **APPROVE** Petition **SP2021-047** 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. _____.

October 11, 2021 City Planning Commission Minutes:

Hearing starts at 1:52:24:

SPECIAL USE PERMIT APPLICATION SP2021-047 – ALBERT H. WALKER – SYNOPSIS: Special Use Permit for horses on residential property at 3703, 3707 and 3633 Bell Crossing and 3701, 3702 and 3706 North 37th Street and 3655 Sortor Drive.

Detailed Outline of Requested Action: The applicant, Albert Walker, is requesting a Special Use Permit to keep horses on seven (7) residentially zoned parcels at 3633, 3703, & 3707 Bell Crossing, 3701, 3702, & 3706 North 37th Street, and 3655 Sortor Drive (herein after known as the “subject property”). This subject property is not the applicant’s primary residence and has no primary residence on the property, but there is one (1) accessory structure (a clubhouse) and one (1) storage container.

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

Code Enforcement History: There is one (1) outstanding violation recorded at this collective subject property. The subject property was cited on May 12, 2021 for an enforcement complaint. The subject property has also been previously cited by Property Maintenance Compliance:

- March 30, 2021- Code Administrative Citation: Structural
- March 3, 2021- Code Administrative Citation: Environmental
- December 7, 2018- Other Multiple Violations
- July 27, 2018- Other Multiple Violations
- March 28, 2018- 14-Day trash Abatement

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 October 11, 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:

- Albert Walker, applicant, 5758 Georgia Avenue, Kansas City, Kansas 66104

Present in Opposition:

- No one appeared

Staff Recommendation starts at 2:10:06: Planning Director Hand stated that the applicant is requesting a Special Use Permit to keep horses on his property in the Sortor Drive area. There have been several applications on Sortor Drive before the Commission, so the Commission is aware of the difficult conditions of the area. Mr. Walker has put together multiple parcels that total approximately 1.5 acres if there were two (2) vacations approved adjacent to these properties. The applicant is not close to the required five (5) acres required for agriculture/animals. The Conservation District does not recommend approval of this Special Use Permit. If the Commission moves forward with a recommendation of approval, Staff has several conditions of approval. The Conservation District does not recommend horses on the property overnight, but that does not mean that he cannot bring horses onto the property. Director Hand stated that there are Notices of Violations mostly due to the existing, unpermitted accessory structure on the subject property. Staff has received no letters in support nor opposition and recommends denial in accordance with the recommendation of the Conservation District.

The Planning Commission directed questions to the staff.

Motion and Vote starts at 2:16:45:

On motion by Mrs. Jones, seconded by Mr. Ernst, the Planning Commission voted as follows to recommend **DENIAL** of Special Use Permit **SP2021-047, due to unresolved violations on the property, incompatibility of the land for livestock, and the recommendation of the Conservation District:**

Carson	Chairman
Hill	Aye
Huey	Aye

Jones	Aye
Miller	Aye
Mohler	Not Present
Pauley	Not Present
Armstrong	Not Present
Connelly	Not Present
Ernst	Aye

Motion to RECOMMEND DENIAL Passed: 5 to 0

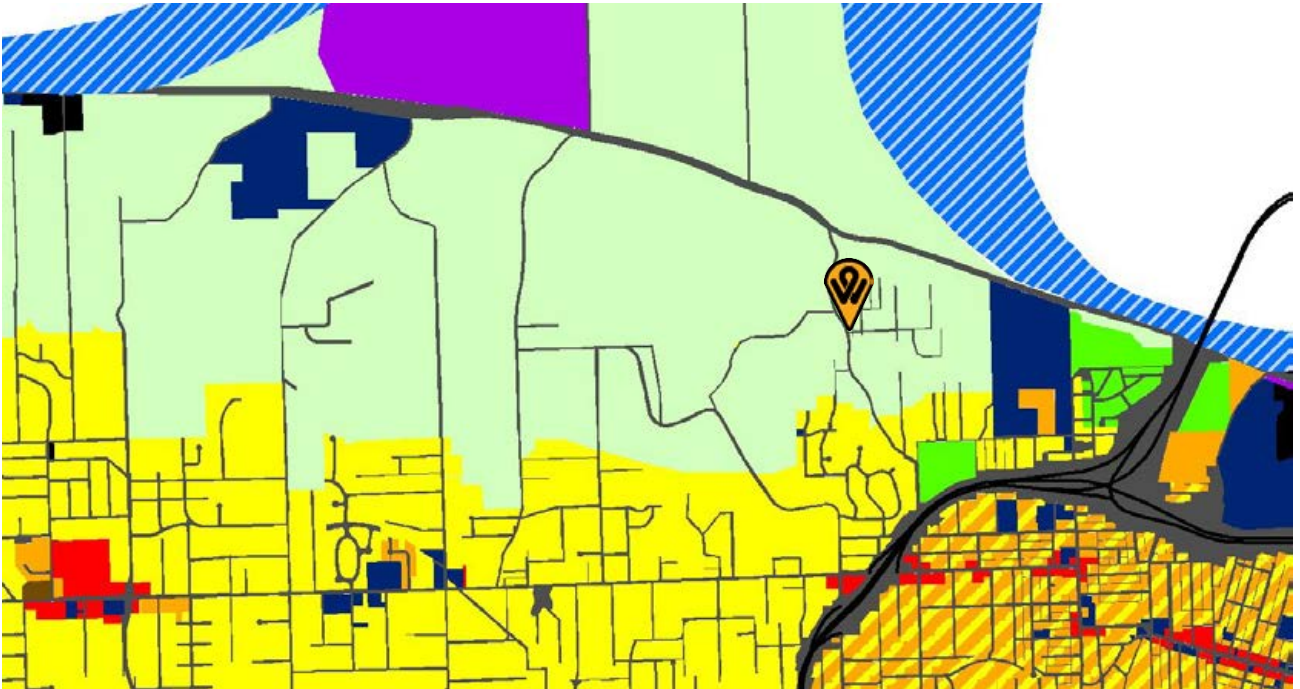
AERIAL MAP



ZONING MAP



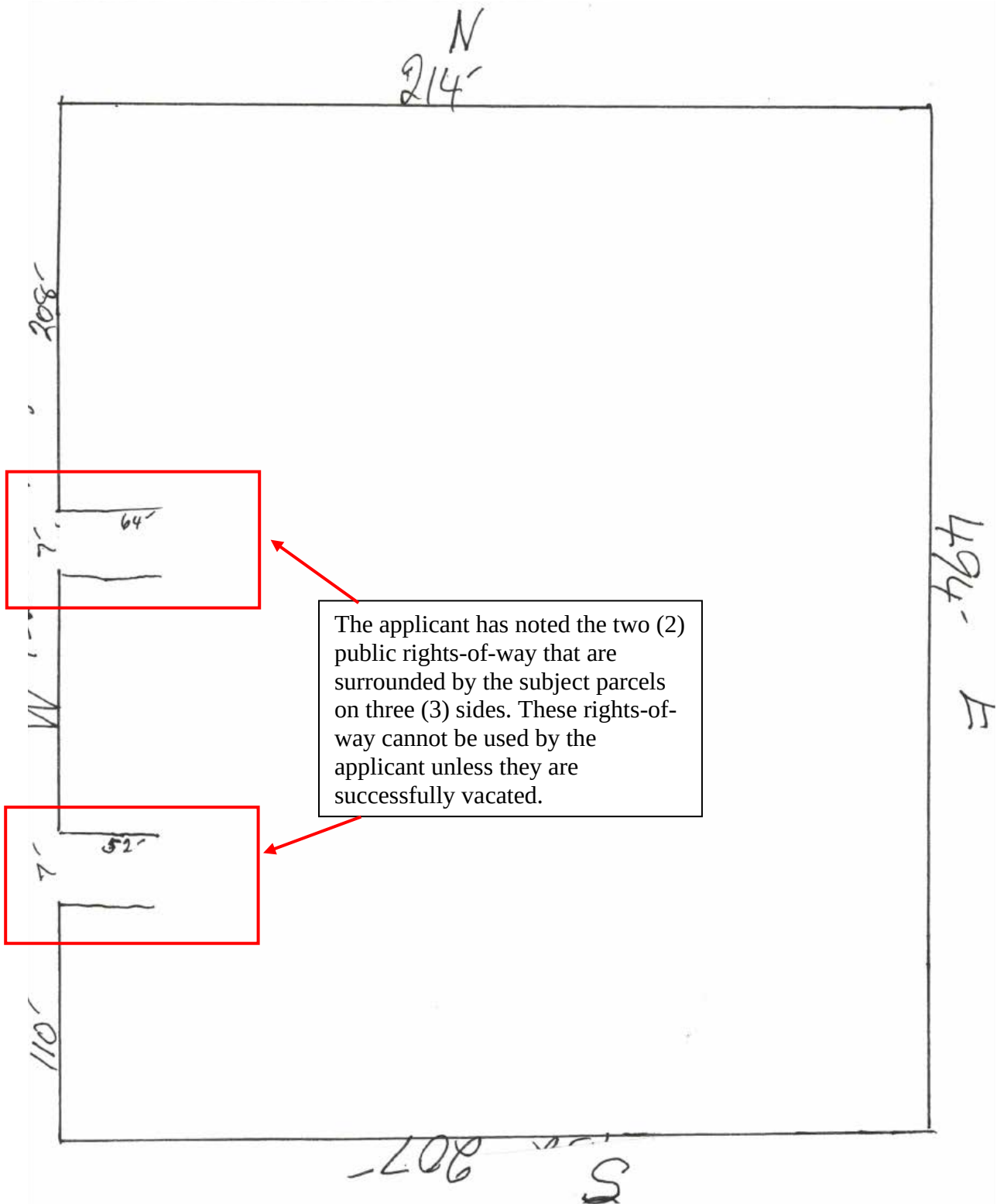
LAND USE MAP



PHOTOS OF PROPERTY PROVIDED BY THE APPLICANT, SPRING 2021



SITE PLAN PROVIDED BY THE APPLICANT



PHOTOS OF PROPERTY PROVIDED BY STAFF, DATED MAY 22, 2021



PHOTOS OF PROPERTY PROVIDED BY STAFF, DATED MAY 22, 2021, CONT.



PHOTOS OF PROPERTY PROVIDED BY STAFF, DATED MAY 22, 2021, CONT.



SUPPLEMENTAL PHOTOS OF PROPERTY PROVIDED BY THE APPLICANT, FALL 2021



SUPPLEMENTAL PHOTOS OF PROPERTY PROVIDED BY THE APPLICANT, FALL 2021, CONT.



SUPPLEMENTAL PHOTOS OF PROPERTY PROVIDED BY THE APPLICANT, FALL 2021, CONT.



QUIT CLAIM DEED FOR PARCEL #167626 (3707 BELL CROSSING DRIVE),
DATED JULY 10, 2018



8 2 3 5 0 1 7
Tx:4130012

2018R-09438
NANCY BURNS
REGISTER OF DEEDS
WYANDOTTE COUNTY, KS
RECORDED ON
07/11/2018 10:30:34 AM
QUIT CLAIM DEED 17.00
TECH FEE 3.00
HERITAGE FEE 1.00
PAGES: 1

✓
PARCEL # 167626
MAILING ADDRESS FOR TAX STATEMENTS:

Grantee
5758 Georgia Ave
W.C. KS 66104

QUIT CLAIM DEED (General)

GRANTOR(S)/SELLER(S) Marvin Brantley Jr ASP

Convey(s) and quit claims to Albert H. Walker & Wilma J. Walker

GRANTEE(S)/BUYER(S) Albert H. Walker & Wilma J. Walker

The following described REAL ESTATE in the County of Wyandotte, State of Kansas, to-wit: (legal description)
Lot 78 and the South 15 feet of Lot 79, Western
University Annex

For the sum of \$500.00 / Five Hundred

EXCEPT AND SUBJECT TO: Easements, restrictions and assessments, if any, now of record.

Dated this 10 day of July, 2018.

Sign: [Signature] Sign: _____
Grantor/Seller Grantor/Seller

Print: Marvin Brantley Jr Print: _____
Grantor/Seller Grantor/Seller

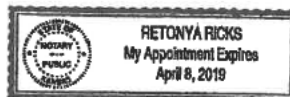
ACKNOWLEDGEMENT

State of Kansas County of Wyandotte

The foregoing instrument was acknowledged before me this 10th day of July, 2018.

By Marvin Brantley Jr who appeared before me
(Grantor(s) (Seller(s))

[Signature]
Notary Public



WYANDOTTE COUNTY DOCUMENT NUMBER 2018R-09438 PAGE NUMBER 1

ADDITIONAL INFORMATION PROVIDED BY THE APPLICANT

9. Additional Information Please note any additional information that may assist staff in reviewing this request.

the land east of me is considered as agriculture land and also the north and west will be considered as agriculture land. There is no sewer line running down here, kids walk in the middle of the street going to school because there's no side walks down here.

9

Kids wear lights on their heads to see because there's insufficient lighting on these streets down here as they go to school early in the morning.

Many of us down here bought land from the land bank and we were told that we would be allowed to keep horses on our land.

We were told in a meeting that if we clean up and repair down here some of us would get agriculture status which I don't understand. If we clean up the land and repair fences everybody should be allowed to get agriculture status. This was our understanding.

If horses have been kept down here for the past 75 years or more what's the problem with us having horses down here today.

If we were asking you for something that have not been going on in this area then we could understand some of the things you are saying. But being we are not we are confused.

Land we purchased even from the city was overran with grass, weeds and dead trees. Old wrecked cars, rims and different junk was on land that we purchased and we cleaned the land and we are still cleaning on it.

Our question is when are you going to do something?

I purchased a little piece of land on the corner from a guy name Marvin. He had been on this property for 9 years with horses and paid no taxes and you did not run him off. I buy the land and was made to pay back taxes and I am still paying taxes on it and the other land that I have bought. I have only been here 3 years and you are trying to run me off. I don't understand this.

We have purchased 2 four wheelers and a buggy for a horse to pull for the kids. We have prepared a trail which is a full circle so they can be safe and ride the four wheelers and horses. We have also purchased a swing and see saw set. We plan to purchase a volley ball net, horse shoes and a small wading pool.

We are foster parents for four teenage girls and have a grandson in our care who is disabled. We have grandchildren who really enjoy spending time on the property.

We are hoping that you allow us to get this special permit for the time being but our ultimate goal is for this community to become agriculture.

I took the liberty of measuring my land. My neighbor east of me moved his stake 15 to 20 feet down on my land after a surveyor showed him where his land stopped. We will deal with this issue later.

The club house that you see if I am allowed for it to remain on my property and other horse stalls will be the same color with a white roof. The container will be moved and I am hoping to put a better house there to put the four wheelers and buggy in but if I can get a permit to keep it I will secure it to the ground.

To Whom It May Concern

This letter is to make you aware that on the bottom of page 9 and the beginning of page 10 the information is wrong. No horse on my place (Mr. Walker) have never been neglected. The property at 3707 Bell Crossing where the horse was removed from was not my horse nor was that my property at the time. I fed the horse at times even though it wasn't my animal because it was being neglected. I bought the property on July 10, 2018. The other two horses that are mentioned, a young man was not able to take care of them and asked for my help and I gave it. They were at the point of death when I got them. I purchased medicine for them after calling the vet. I applied it as I was directed. One survived and one didn't. The one that survived is up the street from me. A young starting a club bought him for \$500.00. He's a good horse and in good condition now.

I am still working at cleaning my property up. As far the stalls are concerned they will be repaired and color coordinated with the club house after the hearing if I am allowed to keep them.

We are asking for a special permit to keep the container now that I know you can have one. All I was told was to remove this container. I practically gave my other one away.

Right now I can't get stuff off the property because of so much rain. I have tried but got stuck and actually had to have someone pull me out because I was trying to clean up.

This property is in better shape now than it was when I purchased it and I bought it from the city. The property was unworked, uncut and unclean and some unusable. People down here keep telling me what a great job I am doing with this corner and yet you keep telling me what a bad job I am doing.

The things Mr. Smith told me to do I am working on them.

The legal description of my property is not correct on the mapping. I have more than 2 acres.

My son is disabled and has a disabled grandson who enjoy being down here. This

Application Number SP2021-046

June 1, 2021

3633 Bell Crossing Dr

Meeting Called to order at 5:15pm

Names of people in attendance:

Lydia Mejia

Mr. Walker was in charge of the meeting

Discussions were made about the desires, intentions and plans that will go into effect if approved for his kids, grandchildren and friends.

There were no questions asked and no concerns about my usage of the land. She was in total agreement for my plans for the land. To the best of my knowledge No shows means a yes.

We waited until 5:15 to start the meeting hoping others would show.

After the discussions we adjourned at 6:05pm

Minutes taken by Wilma J Walker

Sign in Sheet

Lydia Mejia

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF Kansas)
) SS:
COUNTY OF Wyandotte)

Comes now Albert H. Walker, of lawful age, sound mind and upon his/her oath states as follows:

1. That I am the petitioner for Petition # SP 2021-046
2. That I conducted a neighborhood meeting on June 1, 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.

Albert H. Walker
Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this _____ day of _____, 200_.

My commission expires _____ of _____, 200_.

Notary Public



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: SP2021-047 Albert H. Walker horses at 3703, 3707, and 3633 Bell Crossing, 3701, 3702, and 3706 North 37th Street and 3655 Sortor Drive

Dear Mr. Hand:

The Wyandotte County Conservation District has completed an environmental review of the: SP2021-047 Albert H. Walker horses at 3703, 3707, and 3633 Bell Crossing, 3701, 3702, and 3706 North 37th Street and 3655 Sortor Drive.

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)
Agricultural Disposal of Manure
Soil Features

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

- There are two major soil type identified: Kennebec silt loam, occasionally flooded and Knox silt loam, 18 to 30 percent slopes. These soil types are considered very erodible when the surface is denuded of a protective cover.
- **We would not recommend approval of this site for these reasons:**
- This area is denuded of most of the vegetation.
- There is a severe erosion problem in this area. There are some trees which does not help the area.
- The stream is not fenced so animal waste ends up in the stream. Soil is eroding into the stream as well.
- No animals were visible at the time of the inspection. The animals' condition are unknown today. In the past years though, animals were in poor shape.

- The area needs to be seeded and mulched as soon as possible. No animals should be allowed to roam the area until the seeding is well 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



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: January 27, 2022

Re: Special Use Permit Petition **SP2021-077**

GENERAL INFORMATION

Applicant:

Natalie McNutt

Status of Applicant:

Property Owner
14825 Fairway Circle
Leawood, Kansas 66224

Requested Actions:

The approval of a Special Use Permit for a Short-Term Rental.

Date of Application:

October 28, 2021

Purpose:

To begin operating as a short-term rental.
This is not the property owner's primary residence.

Property Location:

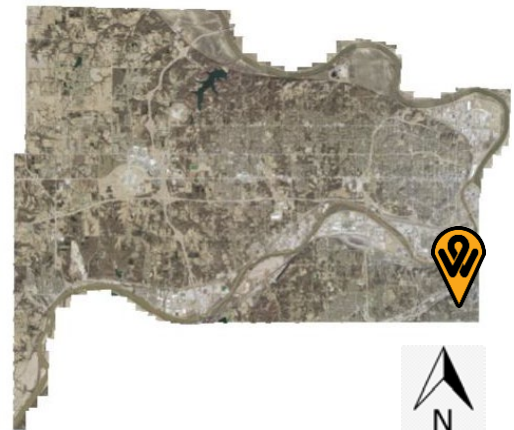
3801 Lloyd Street
Kansas City, Kansas 66103

Commission Districts:

Commissioner At Large District #2: Tom Burroughs
District #3 Commissioner: Christian Ramirez

Existing Zoning:

R-1(B) 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: Utility Substation South: Single Family Residence East: Public Park West: Single Family Residence
Total Tract Size:	0.33 Acre
Master Plan Area:	The Subject Property is within the Rosedale Area Master Plan.
Master Plan Designation:	The Rosedale Master Plan designates this Property as Single Family Residential. This district is designed for single family, detached houses. Townhomes and side-by-side rowhouses are appropriate where the property has frontage on a mixed use or neighborhood corridor.
Major Street Plan:	The City-Wide Master Plan designates Lloyd Street as a Local Street.
Parking Requirement:	R-1(B) District: Section 27-455(d) requires two (2) off-street parking spaces premises for each single-family 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. Two (2) spaces are required, none are currently provided. The Applicant does have a driveway albeit a bit askew as the right of way curb does not extend to the northern most limit of their property. The driveway is at an angle and not perpendicular to the Right-of-Way.
Advertisement:	<u>The Wyandotte Echo</u> – November 18, 2021 Letters to Property Owners – November 18, 2021, December 7, 2021 and January 19, 2022
Public Hearings:	January 10, 2022 and January 27, 2022
Public Support:	None to date.
Public Opposition:	None to date.

PROPOSAL

Detailed Outline of Requested Action: The Applicant, Natalie McNutt, is seeking approval for the operation of a short-term rental at 3801 Lloyd Street. The subject property is a single-family residence on a dead-end street. The property was occupied by the owner's son before he relocated for a new job.

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

RELATED CASES AND PREVIOUS ACTIONS

1. There is an additional land use action for a Right of Way Vacation, VAC2021-012.

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 subject property currently has no outstanding code violations. There were several violations on the property with a prior owner that are now alleviated.

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.

FACTORS TO BE CONSIDERED

1. *Neighborhood character.*

The neighborhood is residential and urban in character. Lots are average for urban densities and the average lot size is fifty (50) feet wide. The streets are mostly paved concrete and driveways are generally concrete approaches with concrete or gravel driveways. Many roads have visible evidence of neighborhood improvements such as improved curbs and sidewalks. This block of Lloyd Street is adjacent to Fisher Park and dead ends behind the newly constructed Board of Public Utilities electrical substation.

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

The zoning and uses are set out above. The subject property is surrounded primarily by R-1(B) Single Family Zoning Districts. The property has been non-owner occupied since at least 2004 when the prior owner purchased the property. Continuing use as a rental, either short or long term, is consistent with other nearby properties in close proximity to the nearby university, mixed-use corridor, and neighborhood corridor. The proposed use is compatible if properly managed. Operating this property as a short-term rental has the potential to create issues related to noise, parking, and other concerns related to overcrowding.

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

This property is suitable for use as a single-family home. The property could be suitable for use as a short-term rental if properly managed. Removal of the restrictions that require a Special Use Permit for such activities has the potential to create issues such as parking, excessive noise, and overcrowding.

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

The property is recently vacant. The Applicant's son resided in the unit since the owner purchased the property in 2020 and has since relocated. The prior owner had it utilized the property as a long-term rental since its purchase in 2004. It does not appear to have been vacant at any time since 2004.

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

Special Use Permits are not addressed in the Rosedale Area Master Plan. The Rosedale Area Master Plan designates this property as Single-Family Residential. Single Family Residential allows a short-term rental but requires a Special Use Permit to operate as it is a business.

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

The proposed use has the potential to increase vehicular traffic but should not exceed the capacity of the Local Street to accommodate it if managed properly while it functions as a short-term rental. Guests of short-term rentals tend to travel more throughout the area, as they are typically visitors or tourists.

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

The proposed use provides a convenience to the public in the form of temporary lodging. If managed properly, the continued use of the property will not substantially nor permanently injure the appropriate use, visual quality, or marketability of adjoining property as the proposed use operates entirely within an existing dwelling in a built-out neighborhood.

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

Noise is an issue that is related to short-term rentals. There have not been any noise complaints to date with the current applicant, as this is a new application. Vibration, dust, or illumination are not issues typically related to the usage of a residential property as a short-term rental and ostensibly not considered to be a problem for nearby property.

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

The proposed use will not pollute the air, land, or water as it is an existing permitted residence.

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

The proposed use will not damage or destroy an irreplaceable natural resource as it is an existing single-family residence in a built-out urban neighborhood.

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

The relative gain or loss to the public health, safety, and welfare is likely to be minimal as it only provides the convenience of lodging with some economic benefit. If denied, the landowner could not use the property as a short-term rental but may still use the property as a long-term rental, their primary residence, or sell the property.

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

The proposed use will not create issues of overcrowding as it operates within an existing structure on the site. The maximum number of guests at one time is six (6). If the applicant abides by the outlined conditions, undue concentrations of population should not be an issue.

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

The subject right-of-way is currently being used as the property's driveway and can be vacated without any foreseen adversity.

14. 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 storm water control points at the front and southwest corner of the property.

d. Police

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

e. Fire

Fire service is provided by Station #10.

f. Transit

The subject property receives bus service via Route #11 at the intersection of Rainbow Boulevard and 39th Street.

g. Schools

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

h. Streets

See item #6 above.

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on November 29th, 2021, via Zoom virtual meeting. Attached are the meeting minutes, affidavit, and/or list of attendees.

KEY ISSUES

Neighborhood Character
Parking
Zoning
Land Use
Noise
Driveway Apron
Traffic
Site Access
Utility Access

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 8 to 0 to recommend **APPROVAL** of Special Use Permit Application **SP2021-077**, subject to:

1. The applicant must show proof of the following repairs before occupancy:
 - a. Replace the gas line to the hot water heater.
 - b. Repair the gas line to clothes dryer.
 - c. Install handrails on both sides of stairwell leading to second floor as required by code.
 - d. Provide exterior door or coverage to crawl space to reduce possibility of pest or intrusion;
2. Maximum number of guests, which has been deemed appropriate for the available accommodations shall be six (6) adults;
3. Guest parking must be provided off-street. Maximum number of guest vehicles shall be two (2);
4. 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);
5. 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;
6. Applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;
7. 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;
8. 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 www.hostcompliance.com/tips ;

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; and,
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.

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.



STAFF RECOMMENDATION

Staff recommends that the Board of Commissioners **APPROVE** Petition **SP2021-077** subject to all comments and suggestions outlined in this staff report, and the conditions of the City Planning Commission.

ATTACHMENTS

January 10, 2022 City Planning Commission Minutes
Aerial Map
Zoning Map
Land Use Map
Property Inspection Report
Liability Insurance
Applicant Photos
Radon Report
Floor Plan
Welcome Packet
Photos Taken by Staff Dated November 22, 2021

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>Board of Commissioners</u>
Public Hearing		
Special Use Permit	January 10, 2022 Approval	January 27, 2022

STAFF CONTACT: Kallie McLaughlin
kdmclaughlin@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition **SP2021-077** 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 **SP2021-077** 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.

January 10, 2022 City Planning Commission Minutes:

Hearing starts at 2:05:10:

SPECIAL USE PERMIT APPLICATION SP2021-077 – NATALIE MCNUTT – SYNOPSIS: Special Use Permit for a Short-Term Rental at 3801 Lloyd Street.

Detailed Outline of Requested Action: The Applicant, Natalie McNutt, is seeking approval for the operation of a short-term rental at 3801 Lloyd Street. The subject property is a single-family residence on a dead-end street. The property was occupied by the owner's son before he relocated for a new job.

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 January 10, 2022;
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:

- Natalie McNutt, applicant, 14825 Fairway Circle, Leawood, Kansas 66224

Present in Opposition:

- No one appeared

Staff Recommendation starts at 2:08:23: Planning Director Hand stated that this application is for a Short-Term Rental in the Rosedale area. There are no Notices of Violation on the property. Staff has received no letters in support nor opposition. He stated that staff recommends approval for one (1) year as there will not be an on-site property manager. The applicant mentioned some items concerning repairs that need to be completed and it appears that will happen soon. The applicant will submit a vacation application for right-of-way, which does not need to be heard in conjunction with this application. Staff recommends approval subject to the conditions in the staff report.

Motion and Vote starts at 2:10:15:

On motion by Ms. Pauley, seconded by Mr. Connelly, the Planning Commission voted as follows to recommend **APPROVAL of Special Use Permit Application SP2021-077 for one (1) year:**

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

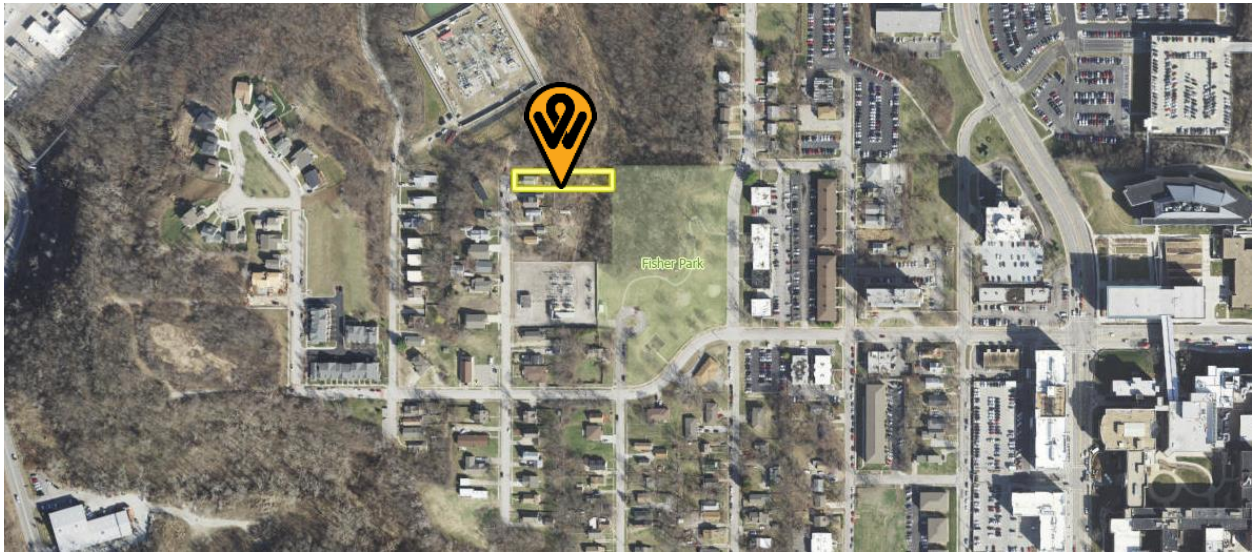
Motion to recommend APPROVAL Passed: 8 to 0

Subject to:

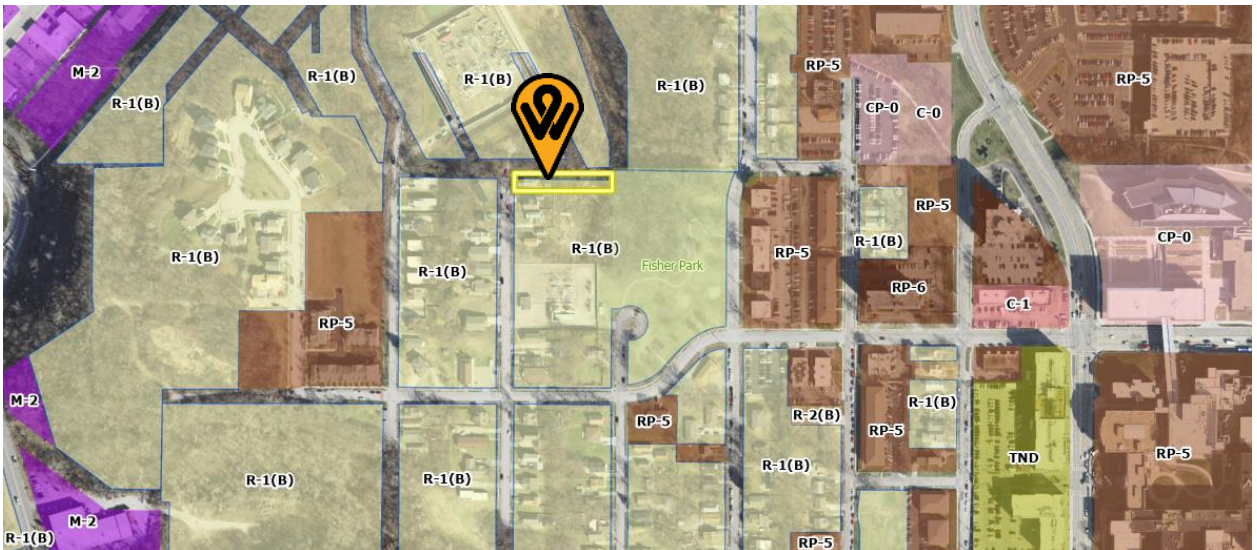
1. The applicant must show proof of the following repairs before occupancy:
 - a. Replace the gas line to the hot water heater.
 - b. Repair the gas line to clothes dryer.
 - c. Install handrails on both sides of stairwell leading to second floor as required by code.
 - d. Provide exterior door or coverage to crawl space to reduce possibility of pest or intrusion;

2. Maximum number of guests, which has been deemed appropriate for the available accommodations shall be six (6) adults;
3. Guest parking must be provided off-street. Maximum number of guest vehicles shall be two (2);
4. 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);
5. 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;
6. Applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;
7. 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;
8. 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 www.hostcompliance.com/tips ;
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; and,
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.

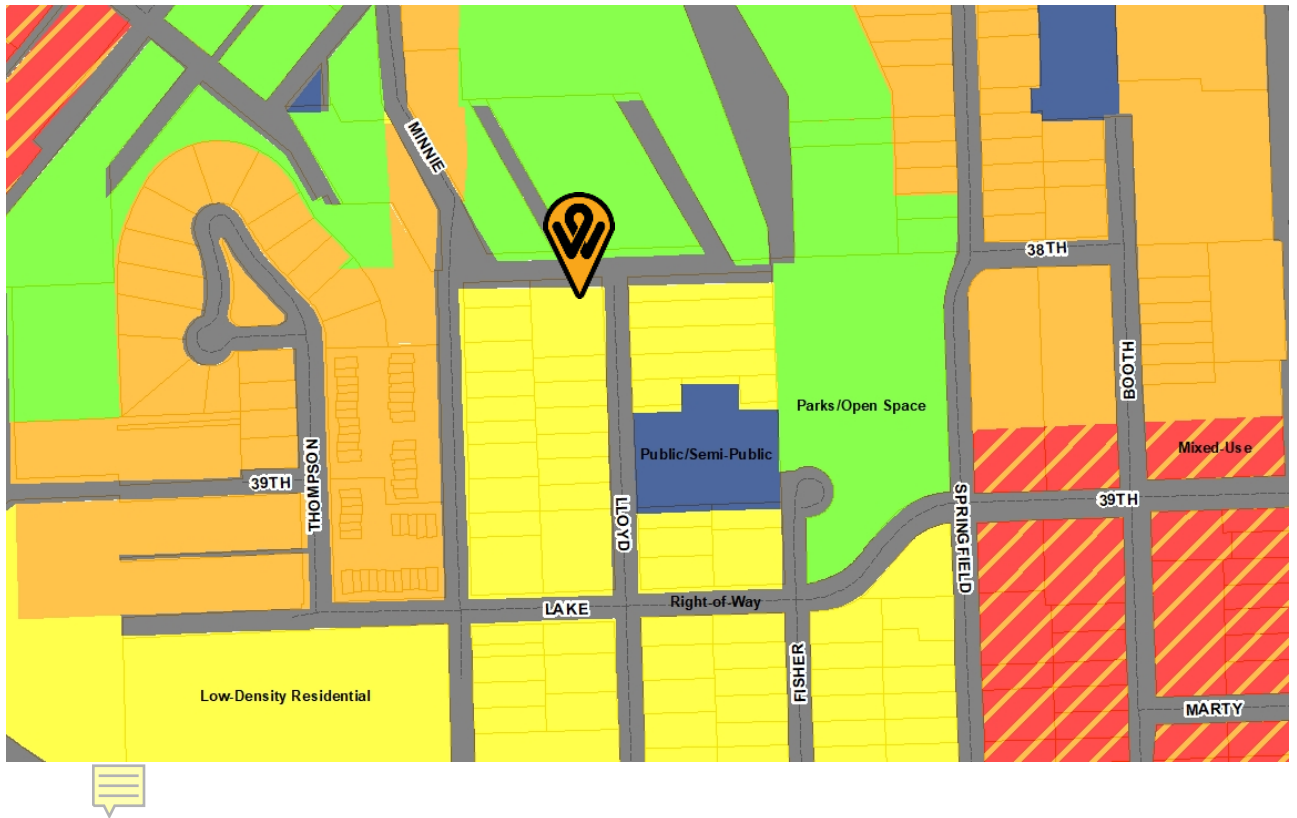
AERIAL MAP



ZONING MAP



LAND USE MAP



PROPERTY INSPECTION REPORT HIGHLIGHTS

3801. Lloyd. St. Kansas City, KS 66103 Page 3

Exterior windows

Windows/Screens

Condition ☒ Satisfactory ☐ Marginal ☐ Poor ☐ Wood rot ☐ Recommend repair/painting
☐ Recommend repair/replace damaged screens ☐ Failed/fogged insulated glass

Material ☒ Wood ☐ Metal ☐ Vinyl ☒ Aluminum/Vinyl clad

Screens ☐ Torn ☐ Bent ☒ Not installed ☐ Satisfactory

Comments

Photos



Exterior windows



Exterior windows



Exterior windows



Exterior windows

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PROPERTY INSPECTION REPORT HIGHLIGHTS

3801. Lloyd. St , Kansas City , KS 66103 Page 4

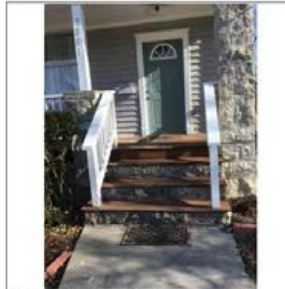
Exterior steps railing

Stoops/Steps

☐ None
Material ☒ Concrete ☒ Wood Other: ☐ Railing/Balusters recommended
Condition ☒ Satisfactory ☐ Marginal ☐ Poor ☐ Safety Hazard ☐ Uneven risers ☐ Rotted/Damaged
☐ Cracked ☐ Settled
Comments
Photos



Example of exterior steps with railing



Example of exterior steps with railing

3801. Lloyd. St , Kansas City , KS 66103 Page 5

Kitchen electrical

Kitchen Electrical

Receptacles present ☒ Yes ☐ No **Operable:** ☐ Yes ☐ No
GFCI ☒ Yes ☐ No **Operable:** ☒ Yes ☐ No **Recommend GFCI Receptacles:** ☒ Yes ☐ No
☐ Potential Safety Hazard(s)
Open ground/Reverse polarity: ☐ Yes ☒ No ☐ Potential Safety Hazard
Comments -Proper operational GFCI in kitchen.
Photos



-Proper operational GFCI in kitchen.

PROPERTY INSPECTION REPORT HIGHLIGHTS

3801. Lloyd. St , Kansas City , KS 66103 Page 6

Bathroom electrical

Bath

Receptacles present ☒ Yes ☐ No Operable: ☒ Yes ☐ No
GFCI ☒ Yes ☐ No Operable: ☒ Yes ☐ No ☐ Recommend GFCI
Open ground/Reverse polarity ☐ Yes ☒ No ☐ Potential Safety Hazard
Comments
Photos



Bathroom GFCI outlets
operational



Bathroom GFCI outlets
operational

3801. Lloyd. St , Kansas City , KS 66103 Page 12

Plumbing

Water heater #1 cont.

Seismic restraints needed ☐ Yes ☐ No ☒ N/A
Relief valve ☒ Yes ☐ No Extension proper: ☒ Yes ☐ No ☐ Missing ☐ Recommend repair ☐ Improper material
Vent pipe ☒ N/A ☐ Satisfactory ☐ Pitch proper ☐ Improper ☐ Rusty ☐ Recommend repair ☐ New Value
Condition ☒ Satisfactory ☐ Marginal ☐ Poor ☐ Rusty ☐ No Water To Home At Time Of Inspection
Comments
-Electric water heater no venting needed.
-Element covers in place
-Pressure relief valve pipe proper.

Photos



Electric water heater

PROPERTY INSPECTION REPORT HIGHLIGHTS

3801. Lloyd St., Kansas City, KS 66103 Page 9

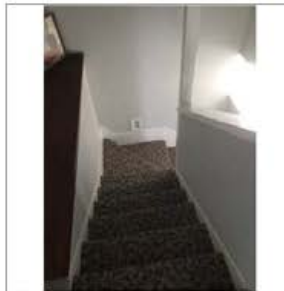
Interior

Stairs/Steps/Balconies

☐ None
☒ Satisfactory ☐ Marginal ☐ Poor ☐ Loose/Missing
 Condition
☒ Satisfactory ☐ Marginal ☐ Poor ☐ Safety hazard ☒ Hand Rail/Railing/Balusters recommended
 Handrail
☒ Satisfactory ☐ Marginal ☐ Poor ☐ Risers/Treads uneven ☐ Trip hazard
 Risers/Treads
 Comments Handrail with balusters missing, potential safety issue. Recommend installing handrail
 Photos



Steps up to 2nd floor
Missing railing



Steps up to 2nd floor

Smoke/Carbon Monoxide detectors

Smoke Detector ☒ Present ☐ Not Present Operable: ☒ Yes ☐ No ☐ Not tested ☐ Recommend additional
☐ Safety Hazard
 Comments -Smoke detectors were present and operational in all bedrooms, main floor and basement.
 -Recommend CO2 detector on main floor and on 2nd floor.
 CO Detector ☒ Present ☐ Not Present Operable: ☒ Yes ☐ No ☐ Not tested ☒ Recommend additional
☐ Safety Hazard ☐ Not Applicable
 Photos



Smoke detector and carbon
monoxide detector in basement.

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PROPERTY INSPECTION REPORT HIGHLIGHTS

3801 . Lloyd St . Kansas City , KS 66103 Page 11

Plumbing

Gas Line Plumbing

Main shut-off location At meter

☐ No Water To Home At Time Of Inspection

Fuel line ☐ N/A ☐ Copper ☐ Brass ☒ Black iron ☐ Stainless steel ☒ CSST ☐ Not Visible ☐ Galvanized
☒ Recommend CSST be properly bonded

Condition ☐ N/A ☐ Satisfactory ☒ Marginal ☐ Poor ☐ Recommend plumber evaluate

Comments

Photos



Example of black iron gas line



Example of black iron gas line



Non bonded CSST gas line , Recommended.

Example of black iron gas line

Main fuel shut-off location

☐ N/A

At meter

Comments -All gas lines from meter to all appliances is black iron, no copper used.

☐ No Gas On To Home At Time Of Inspection

Photos



Example of black iron gas line



Example of black iron gas line



Example of black iron gas line

Water heater #1

☐ N/A

General Brand Name:Bradford White

Serial #: MB35685306

Capacity:40

Approx. age:5-10+

Type ☐ Gas ☒ Electric ☐ Oil ☐ LP Other:

Combustion air venting present ☐ Yes ☐ No ☒ N/A

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PROPERTY INSPECTION REPORT HIGHLIGHTS

3801. Lloyd. St., Kansas City, KS 66103 Page 13

Heating System

Heating system

Unit #1 Brand name: Lennox
 Approx. age: 1-5+
☐ Unknown Model #: m1193uh070xe36b-52 Serial #: 1719j0702 ☒ Satisfactory ☐ Marginal ☐ Poor
☐ Recommended HVAC technician examine

Energy source ☒ Gas ☐ LP ☐ Oil ☐ Electric ☐ Solid fuel

Warm air system ☐ Belt drive ☒ Direct drive ☐ Gravity ☐ Central system ☐ Floor/wall furnace

Heat exchanger ☐ N/A ☒ Sealed ☐ Not Visible ☐ Visual ☐ Flame distortion ☐ Rusty ☐ Carbon/soot buildup

Combustion air venting present ☐ N/A ☒ Yes ☐ No

Controls Disconnect: ☒ Yes ☐ No ☒ Normal operating and safety controls observed Gas shut off valve: ☐ Yes ☐ No

Distribution ☒ Metal duct ☐ Insulated flex duct ☐ Cold air returns ☐ Duct board ☐ Asbestos-like wrap

Flue piping ☐ Safety Hazard ☐ N/A ☒ Satisfactory ☐ Rusty ☐ Improper slope ☐ Safety hazard ☐ Recommend repair/replace

Filter ☒ Standard ☐ Electrostatic ☐ Satisfactory ☐ Needs cleaning/replacement ☐ Missing

☐ Electronic (not tested)

When turned on by thermostat ☒ Fired ☐ Did not fire Proper operation: ☐ Yes ☐ No ☐ Not tested

Heat pump ☒ N/A ☐ Supplemental electric ☐ Supplemental gas

Sub-slab ducts ☒ N/A ☐ Satisfactory ☐ Marginal ☐ Poor Water/Sand Observed: ☐ Yes ☐ No

System not operated due to ☒ N/A ☐ Exterior temperature Other: ☐ Gas Not On To Home At Time Of Inspection

Comments Furnace was in normal working order at the time of the inspection.

Photos



Furnace fired correctly at time of inspection.



Furnace shut offs

-Furnace has Non bonded flex pipe recommend replacement with bonded flex pipe.
 -All other gas line is black iron to meter.



Furnace

-Furnace has Non bonded flex pipe recommend replacement with bonded flex pipe.
 -All other gas line is black iron to meter.

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PROPERTY INSPECTION REPORT HIGHLIGHTS

3801. Lloyd. St., Kansas City, KS 66103 Page 14



Furnace with proper PVC venting
for high efficiency units

3801. Lloyd. St., Kansas City, KS 66103 Page 15

Electric/Cooling System

Main panel

Location Basement

Condition ☒ Satisfactory ☐ Poor

Adequate Clearance to Panel ☒ Yes ☐ No

Amperage/Voltage ☐ Unknown ☐ 60a ☒ 100a ☐ 150a ☐ 200a ☐ 400a ☐ 120v/240v

Breakers/Fuses ☒ Breakers ☐ Fuses

Branch wire ☒ Copper ☐ Aluminum ☐ Solid Branch Aluminum Wiring ☐ Not Visible ☐ Safety Hazard

Comments -Tape removed from breakers.

Photos



Tape removed from breakers.

LIABILITY INSURANCE



CAPSTONE INSURANCE AGCY
12721 METCALF AVE STE 100
OVERLAND PARK, KS 66213
Phone: 1.913.825.2700 | Fax: (913) 825-2701

Name and Mailing Address
CHRIS MCNUTT
NATALIE MCNUTT
14825 FAIRWAY CIR
LEAWOOD, KS 66224-4608

The quote below is based on information you provided to us for a **12-month policy**, effective 11/24/21 to 11/24/22.

YOUR LANDLORD DWELLING QUOTE



\$1,766.00

estimated for
12 months

with an estimated down payment amount of \$147.11

Residence Premises

3801 Lloyd St
Kansas City, KS 66103-2826

Coverages

Coverage	Limit
Coverage A – Dwelling	\$262,000
Coverage B – Other Structures	\$13,100
Coverage C – Household Furnishings	\$183,400
Coverage D – Loss of Use	\$26,200
Coverage E – Premises Liability (each occurrence)	\$500,000
Coverage F – Medical Payments to Others (each person)	\$1,000

Deductibles

Peril Deductible	Deductible
Property Coverage Deductible (All Other Perils)	\$1,500
Windstorm or Hail Deductible	\$2,500

PL-50347 (05-17)
CCF # 0006437089831

1

LIABILITY INSURANCE



Landlord Dwelling Quote for Chris McNutt continued

Optional Coverages

	Endorsement	Limit	Premium
Special Coverage	HQ-003 CW (05-18)		Included*
Personal Injury Coverage	HQ-082 CW (02-19)		\$16.00
Water Back Up and Sump Discharge or Overflow Coverage	HQ-208 CW (08-20)	\$5,000	Included*
Windstorm or Hail Deductible	HQ-313 CW (05-17)		Included*
Additional Replacement Cost Protection Coverage 25% of Coverage A - Dwelling Limit	HQ-420 CW (11-18)	\$65,500	Included*
Functional Replacement Cost Loss Settlement	HQ-825 CW (05-17)		Included*
Home-Sharing Host Activities Coverage Landlord	HQ-858 CW (11-18)		\$215.00
Household Furnishings Replacement Cost Loss Settlement Landlord	HQ-859 CW (11-18)		Included*

*Note: The additional cost for any optional coverage or endorsement shown as "Included" is contained in the Estimated Landlord Dwelling Premium.

Estimated Landlord Dwelling Premium	\$1,766.00
-------------------------------------	------------

Discounts

The following discounts reduced your premium:

Loss Free	Good Payer	Fire Protective Device
-----------	------------	------------------------

Savings Reflected in Your Total Premium:	\$404.00
--	----------

Information Used to Determine Your Premium

There are many factors that determine the premium on your quote, some of which are displayed below.

# of Families: 1 Family	Year Built: 1910	Construction Type: Frame
# of Stories: 1	Square Footage: 1168	Siding Type: Vinyl

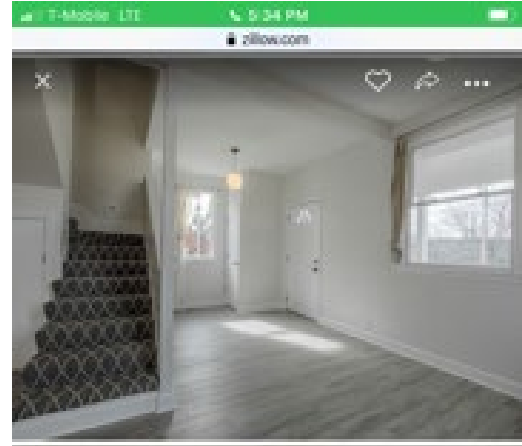
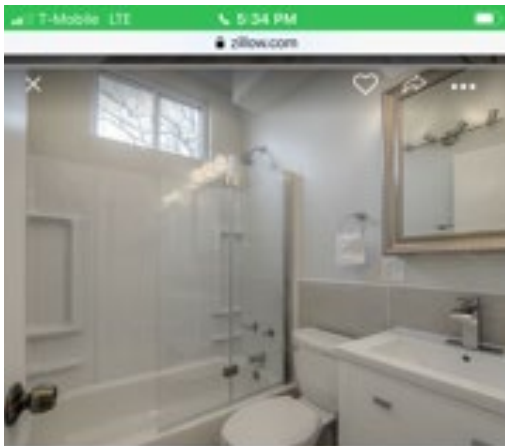
APPLICANT PHOTOS



APPLICANT PHOTOS



APPLICANT PHOTOS



RADON INSPECTION



RADON GAS MEASUREMENT REPORT

Date Reported: 02/20/2020
Inspection Type: Initial
Property Tested: 3801 Lloyd St, Kansas City, KS 66103

Tested By: William Stubbs
State License #: KS-MS-0389
NRPP Cert #: RT-108938

Analyzed By: Casey Durbin
State License #: KS-MS-0445
NRPP Cert #: RT 109638

Radon Monitor Information:

Serial #: 120-203852012
Start: 02/18/2020 / 10:00 am
End: 02/20/2020 / 12:00 pm

Calibration Date: 03/27/2019
Location: 1st Floor
Location Detail: Counter

The property tested below the
EPA's recommended action level of 4.0 pCi/L

EPA Protocol Avg: 1.2

Hour	pCi/L	Hour	pCi/L
1	0.6	18	0.6
2	1.3	19	2.0
3	1.6	20	0.8
4	1.0	21	2.0
5	1.3	22	0.6
6	0.8	23	1.0
7	0.0	24	1.3
8	0.6	25	1.0
9	0.0	26	2.3
10	0.3	27	2.3
11	0.6	28	1.6
12	0.3	29	1.3
13	1.0	30	0.3
14	0.9	31	1.0
15	1.3	32	1.0
16	1.6	33	2.6
17	2.3	34	0.8

Employees of Certified Radon are certified to conduct these measurements by the National Environmental Health Association and the National Radon Proficiency Program (NEHA-NRPP) NEHA/NRPP ID #'s of those employed by Certified Radon are available upon request.

The hourly radon gas screening measurements were performed using a calibrated up to date continuous radon monitor (CRM), and under test protocols established by the EPA in the document entitled "Protocols for Radon and Radon Decay Product Measurements in Homes."

Explanation of Report Data:

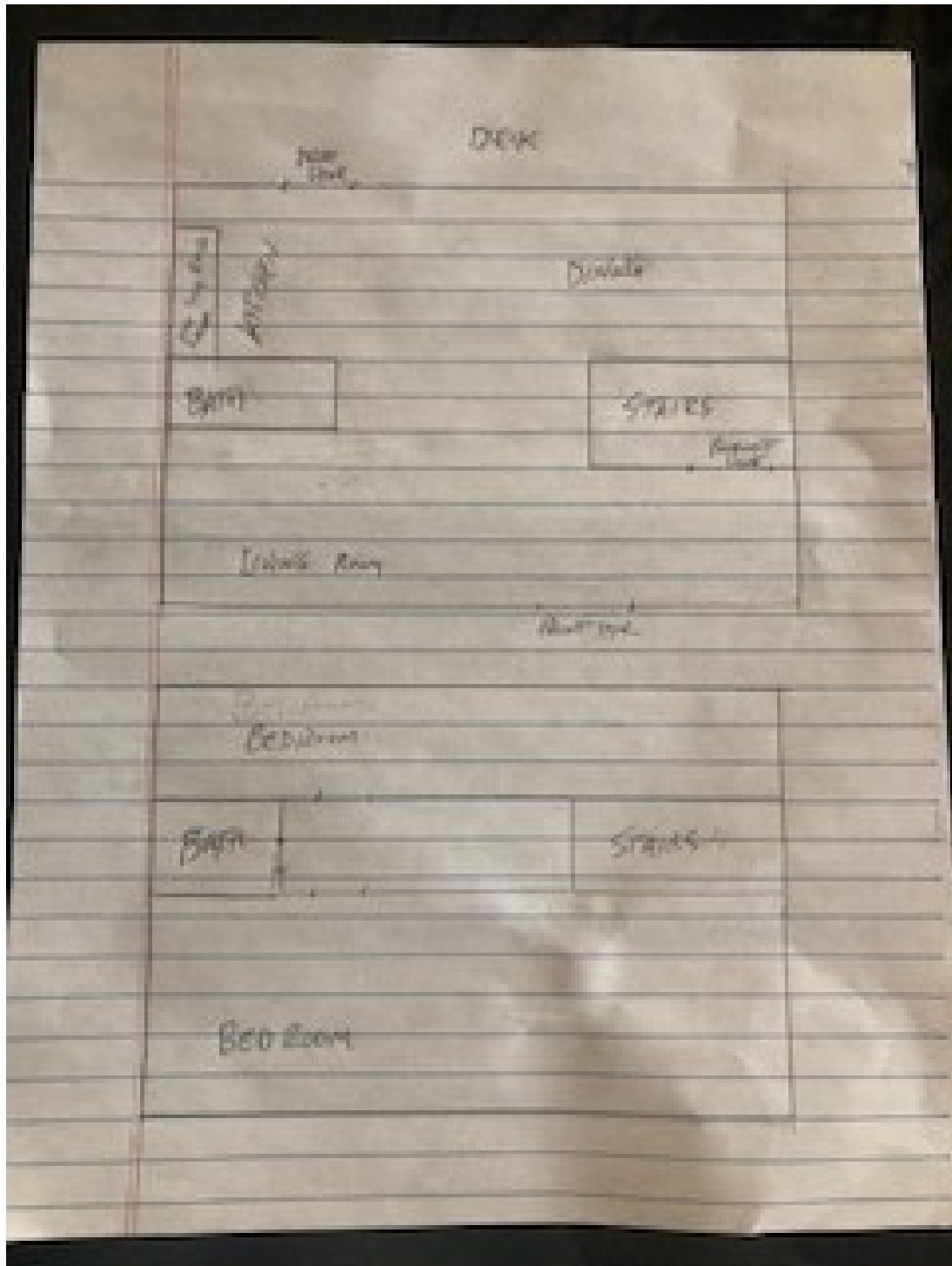
EPA Protocol Average is the simple average of all of the values listed in the Hourly Data, except those values recorded during the first four hours of the measurement period. This "EPA Protocol Average" is computed in a manner consistent with the EPA protocols.

Radon is the second leading cause of lung cancer. The U.S. Surgeon General and the EPA recommend testing for radon and reducing radon in homes that have high levels. Fix your home if your radon level is confirmed to be 4 picocuries per liter (pCi/L) or higher. Radon levels less than 4 pCi/L still are a risk, and in most cases can be reduced. If you smoke and your home has high radon levels, your risk of lung cancer is especially high. For further information on Radon visit the EPA web site: www.epa.gov

Other information: In the measurements above, the letter "P" or "T" may appear next to a given value. The "P" indicates that, during this measurement interval, the power was disconnected from the CRM. The "T" indicates that, during this measurement interval, the CRM was disturbed or moved.

© 2020 Certified Radon | 2707 NE Brooktree Lane | Kansas City, MO 64119 | 816-587-3500

SITE PLAN



WELCOME PACKET



WELCOME NOTE

ADDRESS: 3801 Lloyd Street
Kansas City, Kansas 66103

HOME PHONE
NUMBER: 913-271-4709 (cell)

Hello! Welcome to our home. I'm so glad you decided to stay here. This was our son's first home and we loved coming here and being so close to everything Kansas City has to offer. When he moved we North Carolina we knew we had to buy it and it has been the perfect home for staycations.

We are happy to share our special getaway with you and truly hope you get to enjoy it as much as we do. You are so close to so many great places to visit and fantastic restaurants and shopping.

This book contains information about the house and area to help you enjoy your stay. You should find everything that you need, but if you have a question that isn't covered in here, please do get in touch and let me know how I can help.

We hope you enjoy yourself and visit again in the future!

Sincerely,
Natalie McNutt

Please sign the guest book and leave a review online to let me know how your stay was!

CONTACT INFORMATION

If you need assistance with anything, please contact:

Name: Natalie McNutt
Phone number: (913) 271-4709
Email: mcnuttfamily4@gmail.com

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IMPORTANT INFORMATION

IN CASE OF EMERGENCY:

In case of emergency, dial 911

Nearest Medical Center:

KU Medical Center

Phone number: (913) 588-500

Address: 3901 Rainbow Blvd
Kansas City, Kansas 66160

Fire Department: (913) 573-5550

Police Department: (913) 573-8720 or 911

Neighborhood:
Kansas City, Kansas and the neighborhood Rosedale

Address:

3

IMPORTANT INFORMATION

Overview

While you stay here as our guests, we kindly ask that you treat our home as if it were your own property. Please be aware of the condition of items in the house, and if you notice anything broken when you arrive, contact us to let us know.

Noise- Our home is in a wonderful neighborhood with great families and neighbors. We pride ourselves on being respectful to each other and we hope you will value our neighbors by being a respectful guest. We want you and your group to have an amazing time in our home, but we ask that you observe quiet time after 10:00 pm.

Parking- Your vehicles can park in the driveway or street parking is available.

Smoking- Our home is a non-smoking environment. If you need to smoke, please do so outside.

Heating- We have a nest thermostat. It works best if you leave the temperature between 67-72 degrees. The home is over 100 years old and in the winter it tends to be much hotter upstairs than down.

4

WELCOME PACKET

CHECKING OUT

CHECK-OUT PROCEDURES:

I hope you enjoyed your stay here!

As a reminder, check-out is at 11:00 on the day that your booking ends.

Before you leave, I request that you:

Set the Nest to 68 please.

Put any dishes in the dishwasher and start the dishwasher, pods are under the sink.

Place all used towels and sheets in the laundry hamper.

Place all trash in the garbage in the bin outside.

Check each room carefully to make sure you didn't leave any belongings.

Have a safe trip home!

I also request that you leave a review to let me know how your stay was. I love to hear from guests!

5

HOW TO...

ACCESS THE PROPERTY

To access the property you must use the key code with your cell for the smart lock. If you have trouble there is a lockbox with a physical key on the property.

USE THE WIRELESS INTERNET

Wifi Network: Spectrum5g
Wifi Password: Grandadventure

USE THE THERMOSTAT

Nest

USE THE WASHER AND DRYER

There is a washer and dryer in the basement available for your use.

USE THE TV

The television works off one remote. Turn on the power button and you should be good to go!

6

WHERE TO GO

NEAR BY GROCERY STORES

Name: Walmart Neighborhood Market
Address: 4701 Mission Rd, Westwood, KS 66205
Distance: 1.5 miles

RESTAURANTS

Name: Dogwood Cafe (breakfast and lunch)
Address: 1117 Southwest Blvd, Kansas City, KS 66103
Distance: 0.6 miles

Name: Q39
Address: 1000 West 39th Street, Kansas City, MO 64111
Distance: 1.2 miles

Name: Vietnam Cafe
Address: 2200 W 39th Ave, Kansas City, KS 66103
Distance: 0.4 miles

SHOPPING CENTERS / STORE

Name: Kansas City Plaza
Address: 4745 Central St, Kansas City, MO 64112
Distance: 3 miles

7

WHERE TO GO

NIGHT LIFE

Name: Power and Light District
Address: 50 E 13th St, Kansas City, MO 64106
Distance: 5 miles

Name: Westport
Address: 4050 Pennsylvania Ave Ste M100, Kansas City, MO 64111
Distance: 1.7 miles

Things to visit

Name: Nelson Atkins Museum
Address: 4525 Oak St, Kansas City, MO 64111
Distance: 2.7 miles

Name: National World War I Museum and Memorial
Address: 2 Memorial Dr, Kansas City, MO 64108
Distance: 3.5 miles

Name: Union Station
Address: 30 W Pershing Rd, Kansas City, MO 64108
Distance: 3.5 miles

Things to visit

Name: Negro Leagues Baseball Museum
Address: 1616 E 18th St, Kansas City, MO 64108
Distance: 7 miles

Name: Shawnee Mission Park
Address: 7900 Renner Rd, Shawnee, KS 66219
Distance: 14 miles

Name: Kansas City Zoo
Address: 6800 Zoo Dr, Kansas City, MO 64132
Distance: 8 miles

8

STAFF SITE VISIT PHOTOS DATING NOVEMBER 22, 2021



STAFF SITE VISIT PHOTOS DATING NOVEMBER 22, 2021



STAFF SITE VISIT PHOTOS DATING NOVEMBER 22, 2021





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: January 27, 2022

Re: Special Use Permit Petition **SP2021-080**

GENERAL INFORMATION

Applicant:

Ryan Stoops DBA Jamestown
Properties LLC

Status of Applicant:

Property Owner
140 West Lanesfield Street
Gardner, Kansas 66030

Requested Actions:

Special Use Permit for a Short-Term
Rental.

Date of Application:

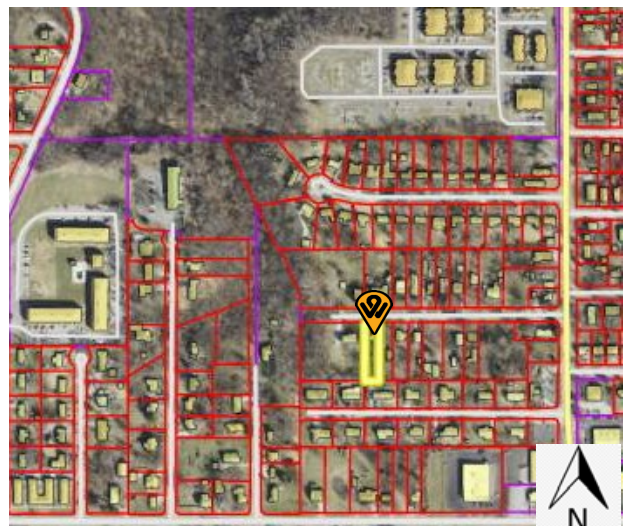
October 29, 2021

Purpose:

To begin operating as a short-term rental.
This is not the property owner's primary
residence.

Property Location:

3151 West 45th Avenue
Kansas City, Kansas 66103



Commission Districts:	Commissioner At Large District #2: Tom Burroughs District #3 Commissioner: Christian Ramirez
Existing Zoning:	R-1(B) 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: Single Family Residence South: Single Family Residence East: Single Family Residence West: Single Family Residence
Total Tract Size:	0.24 Acre
Master Plan Area:	The Subject Property is within the Rosedale Area Master Plan.
Master Plan Designation:	The Rosedale Master Plan designates this Property as Single Family Residential. Single Family Residential is designed for single family, detached houses. Townhomes and side-by-side rowhouses are appropriate where the property has frontage on a mixed use or neighborhood corridor.
Major Street Plan:	The City-Wide Master Plan designates West 45 th 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. The current property has a single attached carport and a driveway giving two (2) off-street parking spaces, meting this requirement.
Advertisement:	<u>The Wyandotte Echo</u> – November 18, 2021 Letters to Property Owners – November 19, 2021 and January 19, 2022
Public Hearings:	January 10, 2022 and January 27, 2022
Public Support:	None to date.
Public Opposition:	None to date.

PROPOSAL

Detailed Outline of Requested Action: The Applicant, Ryan Stoops, is seeking approval for the operation of a short-term rental at 3151 West 45th Avenue. The subject property is a single-family residence and was recently purchased by the Applicant.

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 residential and urban in character. Lots are average for urban densities and are approximately thirty (30) to fifty (50) feet in width with the average lot size being fifty (50) feet wide. Streets and driveways are generally asphalt with no evidence of recent improvements such as sidewalks. This block of West 45th Avenue is a dead-end street and flanks west off Mission Road.

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

The subject property is surrounded primarily by R-1(B) Single Family Zoning Districts with some commercial property at the end of the street where it joins with Mission Road. The property has ostensibly been used as a rental for several years. Continuing use as a rental, either short or long term, is consistent with the nearby hospital district and neighborhood corridor. The proposed use is compatible if properly managed. Operating this property as a short-term rental has the potential to create issues related to noise, parking, and other concerns related to overcrowding.

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

This property is suitable for use as a single-family home or two-family home (duplex). The property could be suitable for use as a short-term rental if properly managed. Removal of the restrictions that require a Special Use Permit for such activities has the potential to create issues such as parking, excessive noise, and overcrowding.

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

The applicant has recently purchased the property and it is unknown how long the property was vacant before their ownership. It has been recently renovated.

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

Special Use Permits are not addressed in the Rosedale Area Master Plan. The Rosedale Area Master Plan designates this property as Single-Family Residential. Single Family Residential allows a short-term rental but requires a Special Use Permit to operate.

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

The proposed use has the potential to increase vehicular traffic but should not exceed the capacity of the current conditions to accommodate it if managed properly while it functions as a short-term rental so long as the occupancy rate and vehicle rates are not exceeded. Guests of short-term rentals tend to travel more throughout the area, as they are typically visitors or tourists.

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

The proposed use provides a convenience to the public in the form of temporary lodging. If managed properly, the continued use of the property will not substantially nor permanently injure the appropriate use, visual quality, or marketability of adjoining property as it the proposed use operates entirely within an existing dwelling in a built-out neighborhood.

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

Noise is an issue that is related to short-term rentals. There have not been any noise complaints to date for this property.

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

The proposed use will not pollute the air, land, or water as it is an existing residence.

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

The proposed use will not damage or destroy an irreplaceable natural resource as it is an existing single-family residence in a built-out neighborhood.

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

The relative gain or loss to the public health, safety, and welfare is likely to be minimal as it only provides the convenience of lodging with some economic benefit. If denied, the landowner could not use the property as a short-term rental but may still use the property as a long-term rental, their primary residence, or sell the property.

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

The proposed use will not create issues of overcrowding as it operates within an existing structure on the site. The maximum number of guests allowed in the unit is four (4) adults at a time and the max number of vehicles is two (2). If the applicant abides by the outlined conditions, undue concentrations of population should not be an issue.

PREVIOUS ACTIONS

1. There are no current or previous related planning permits for this property.

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.
2. The current property an outstanding code inspection case:
 - a. In 2018: Case 18395-00113 for unlicensed electrical, plumbing, and structural work. An electrical and plumbing permit was obtained, but a permit to replace windows and to repair the carport framing was not. This was done by a prior owner.

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on November 29, 2021, by virtual meeting. Attached is the list of persons, minutes, affidavit, and/or submitted comments to the applicant

KEY ISSUES

Neighborhood Character
Traffic
Noise
Parking
Building Maintenance
Safety

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 8 to 0 to recommend **APPROVAL** of Special Use Permit Application **SP2021-080**, subject to:

- a. **Maximum number of guests, which has been deemed appropriate for the available accommodations shall be six (6);**
- b. **Guest parking must be provided off-street. Maximum number of guest parking shall be two (2) vehicles;**
- c. **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);**
- d. **If approved, the outstanding permits shall be updated to “Completed” status.**
- e. **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;**
- f. **Applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;**
- g. **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;**
- h. **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:**
- i. **913-246-5133 www.hostcompliance.com/tips;**
- j. **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; and,
- k. 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 **APPROVE** Petition **SP2021-080** subject to all comments and suggestions outlined in this staff report, and the conditions of the City Planning Commission.

ATTACHMENTS

January 10, 2022 City Planning Commission Minutes
Zoning Map
Aerial Map
Land Use Map
Planning Engineering Comment Letter
Liability Insurance
Site Plan
Egress Plan
Welcome Page
Neighborhood Meeting Information
Code Inspection Comment
Photos taken by Applicant Dated November 1, 2021
Updated Driveway Photo by Applicant Dated December 1, 2021
Property Inspection Report Highlights
Staff Site Photos Dated November 22, 2021

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>Board of Commissioners</u>
Public Hearing		
SUP	January 10, 2022 Approval	January 27, 2022

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

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition **SP2021-80** 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 **SP2021-080**, 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.

January 10, 2022 City Planning Commission Minutes:

Hearing starts at 2:11:20:

SPECIAL USE PERMIT APPLICATION SP2021-080 – RYAN STOOPS WITH JAMESTOWN PROPERTIES LLC – SYNOPSIS: Special Use Permit for a Short-Term Rental/AirBnB at 3151 West 45th Avenue.

Detailed Outline of Requested Action: The Applicant, Ryan Stoops, is seeking approval for the operation of a short-term rental at 3151 West 45th Avenue. The subject property is a single-family residence and was recently purchased by the Applicant.

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 January 10, 2022;
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:

- Ryan Stoops, applicant, 140 West Lanesfield Street, Gardner, Kansas 66030

Present in Opposition:

- No one appeared

Staff Recommendation starts at 2:13:31: Planning Director Hand stated that the request is for a Short-Term Rental in the Rosedale Area. There are no Notices of Violation on this property. Staff has received no letters in support nor opposition. Staff recommends approval for one (1) year as there is no on-site property manager subject to the conditions in the staff report.

Motion and Vote starts at 2:14:27:

On motion by Mrs. Jones, seconded by Mr. Connelly, the Planning Commission voted as follows to recommend **APPROVAL of Special Use Permit Application SP2021-080:**

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

Motion to recommend APPROVAL Passed: 8 to 0

Subject to:

- a. **Maximum number of guests, which has been deemed appropriate for the available accommodations shall be six (6);**
- b. **Guest parking must be provided off-street. Maximum number of guest parking shall be two (2) vehicles;**
- c. **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);**
- d. **If approved, the outstanding permits shall be updated to “Completed” status.**
- e. **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;
- f. **Applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;**
 - g. **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;**
 - h. **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 www.hostcompliance.com/tips;**
 - i. **913-246-5133 www.hostcompliance.com/tips;**
 - j. **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; and,**
 - k. **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.**

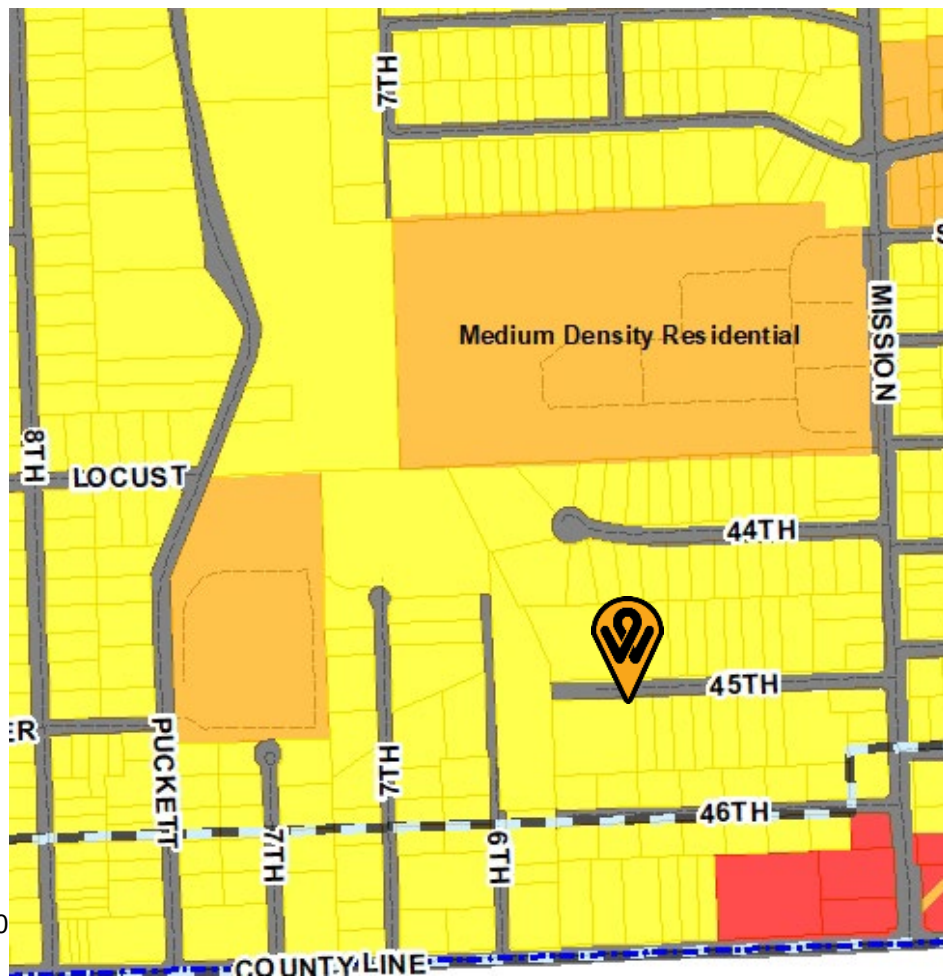
AERIAL MAP



ZONING MAP



LAND USE MAP



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 / Planner

FROM: Travis Trumble
Project Engineer

DATE: November 15, 2021

SUBJECT: Ryan Stoops – (SP2021-080)
3151 W. 45th Avenue
General Engineering Review No. 1 (of the application received 10/29/2021)

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) Is there proposed site improvement e.g., driveway area? If repair work is going to be done, a site plan will be required.
- 2) Regarding the above comment, it appears the driveway is not in good condition. With the repair of the existing driveway, the concrete section shall be restored to the property line and resurface asphalt.
- 3) Based on the above comment, the driveway entrances shall be 25' max in accordance with UG standards and criteria and conform to the Unified Government of Wyandotte County and Kansas City, Kansas Technical Provisions specifications i.e., UG 4100-G. Further discussion with staff may be required.
- 4) Please coordinate with Kallie McLaughlin, (913-573-5762), for additional Urban Planning and Zoning requirements and comments.
- 5) Construction plans shall meet UG standards and criteria, and shall be reviewed and approved by UG prior to construction permit acquisition.

Reviewer: **Travis Trumble**
Travis Trumble, Project Engineer

Digitally signed by Travis Trumble
DN: cn=Travis Trumble, o=Unified Government of
Wyandotte County / KCK, ou=Urban Planning and
Land Use, email=trumble@wycokck.org, ou=US
Date: 2021.11.15 16:29:26 -0600

LIABILITY INSURANCE

National Fire & Marine Insurance Company COMMERCIAL LINES POLICY COMMON POLICY DECLARATIONS

Policy Number: 12PRM091416-01

Named Insured and Mailing Address:

RYAN STOOPS
140 W LANSEFIELD ST
GARDNER, KS 66030

Producing Agent: H08041

CBIZ Insurance Services, Inc.
700 W 47th St Ste 1100
Kansas City, MO 64112

Policy Period: From: 10/14/2021 To: 10/14/2022 at 12:01 A.M., Standard Time at your mailing address shown above.

Business Description: SHORT TERM RENTAL OWNER

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	\$ 1,753
Commercial General Liability Coverage Part	\$ 197
Commercial Crime Coverage Part	\$
Commercial Inland Marine Coverage Part	\$ Premium \$1950.00 Policy Fee \$100.00
Commercial Automobile Coverage Part	\$ KS Surplus Lines Tax \$123.00 Grand Total \$2,173.00
Workers Compensation	\$
Businessowners	\$
Contractors Package/Motel/Lessor's Risk Only	\$
Umbrella	\$
Errors and Omissions	\$
Terrorism Coverage "Certified Acts"	\$
Annual Premium (may include balance to meet minimum premium)	\$ 1,950

FORM(S) AND ENDORSEMENTS(S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE:*

Refer To Form Schedule

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

10/14/2021

Countersignature Date



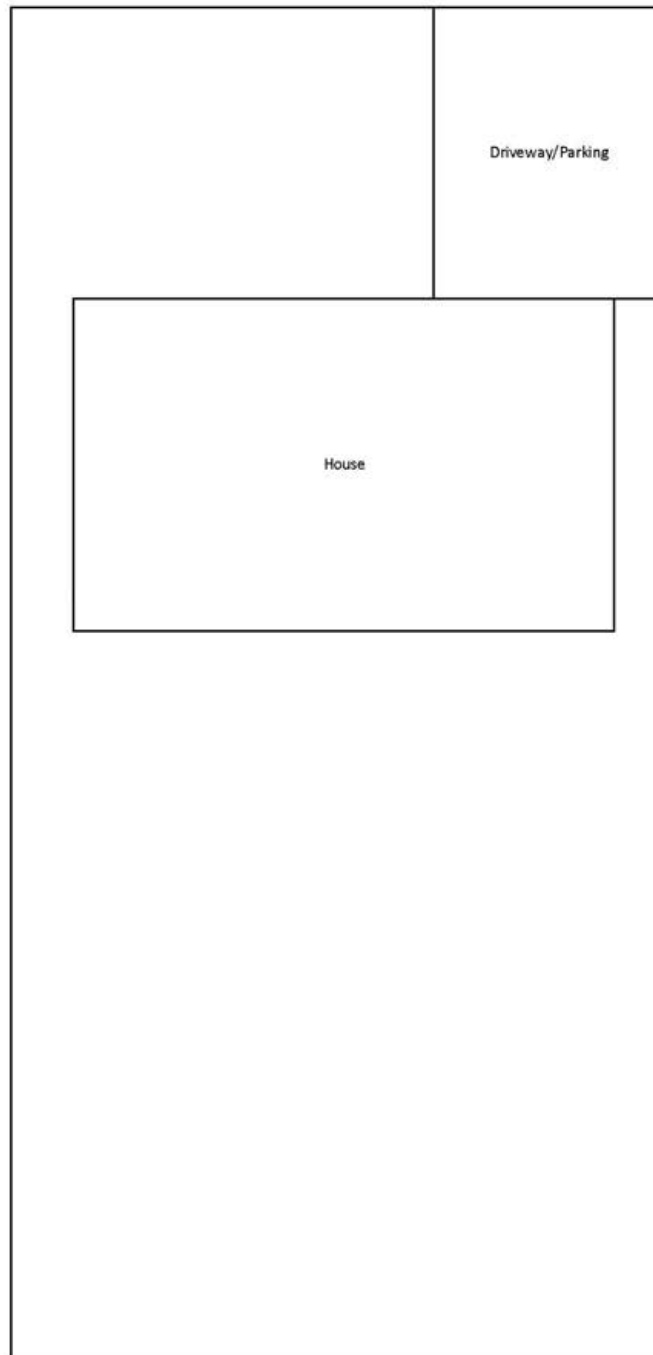
Authorized Representative

This policy is issued by an insurer not authorized to do business in Kansas and, as such, the form, financial condition and rates are not subject to review by the commissioner of insurance and the insured is not protected by any guaranty fund.

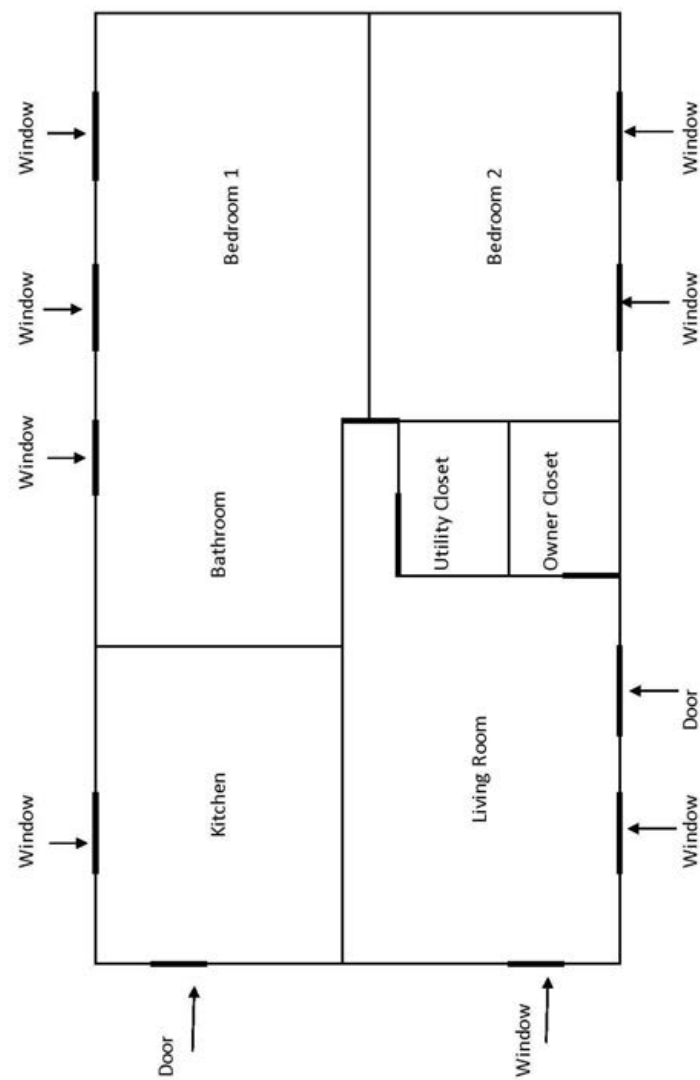
CD24 (0703)

SITE PLAN

Lot layout



EGRESS PLAN



WELCOME!

We strive to offer a 5 Star Experience.
If you have any issues during your stay,
please let us know so we can help you..

Essentials



3151 W. 45TH Ave.
Kansas City, KS 66103



Wifi
ssid: 3151 w 45th ave
pass: K@nsasCity

Need Help?



Use your booking platform's app first.
Most require communication through their app.



In an emergency:
Call 911

House Rules



No Parties or Events



No Pets



No Smoking



Alert us immediately if anything breaks.
We may not be able to fix it for the next
guest if you don't tell us right away.



Clean up spills and crumbs.
They attract critters quickly.



**No unregistered guests or visitors
allowed.** Maximum property capacity is 4
people.



Maximum of 2 vehicles allowed. Please
park in the driveway.

Check - Out @ 11am



Double check. Check for left behind
belongings and tidy up any toys.



Please DON'T remake beds. If you want to
help, remove pillows from pillowcases or strip
linens, but leave them on the bed.



Put all used towels and linens in the bathtub.



Take all trash to the trash can(s) outside.
Trash is picked up early Wednesday mornings.
If you're here Tuesday night, please take can to
the road.



Load dishes in the dishwasher.
We will start it when we arrive to clean.



Move furniture back to its original location.
There is a \$50 fee to move furniture.

Favorite Eats

Company (555) 555-1212
Website

Company (555) 555-1212
Website

Company (555) 555-1212
Website

Company (555) 555-1212
Website

Please contact Host Compliance for any host issue:

Ratings

Short term stays are not rated like hotels at all! If a host is
under a 4.7 star average, their account can be deactivated
and all future stays cancelled. Your review really matters
and seriously impacts your host and their future guests!



We enjoyed our stay.



Several issues, none addressed.



Major issues, not addressed.



Shut it down.



Burn it.

P: 913-246-5133 url: www.hostcompliance.com/tips

PHOTOS TAKEN BY APPLICANT DATED NOVEMBER 1, 2021



PHOTOS TAKEN BY APPLICANT DATED NOVEMBER 1, 2021





STAFF SITE PHOTOS DATED NOVEMBER 22, 2021



PHOTOS TAKEN BY APPLICANT DATED NOVEMBER 1, 2021



**UPDATED DRIVEWAY PHOTO BY APPLICANT DATED
DECEMBER 1, 2021**



NEIGHBORHOOD MEETING INFORMATION

Application Number SP2021-080

Date and Location: Nov 29th

2021 https://us05web.zoom.us/joining/89279781073

Meeting called to order at: 5 pm

Names of people in attendance: none

Introductions:

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

Questions and answers (include the following):

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

Meeting adjourned at: 5:30pm

Minutes taken by: Ryan Stoops

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF Kansas)
COUNTY OF Wyandotte) SS:

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

1. That I am the petitioner for Petition # SP2021-080.
2. That I conducted a neighborhood meeting on Nov 29, 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 _____ day of _____, 200_.

My commission expires _____ of _____, 200_.

Notary Public

CODE INSPECTION COMMENTS

Inspection Detail	Conditions (0)	Documents (2)
Record ID 18395-00000-00113 Status Violations Exist Inspection Date 05/14/2018	Case # 18395-00113 Department Inspection Time 12:36 PM	Record Type Building/Service Request/NA/NA Inspector JEFFREY HOLLINSHED Inspection Type Service Complaint Result Comment 1) HIRE LICENSED ELECTRICIAN 2) PULL ELECTRICAL PERMIT FOR 100 AMP UPGRADE METER AND RISE 3) PULL PLUMBING PERMIT 4) BUILDING PERMIT FOR MISC FRAMING AT CARPORT 5) PERMIT FOR NEW WINDOWS (15 WINDOWS)
Scheduled Date	Scheduled Start Time	Remediate/Optional

PROPERTY INSPECTION REPORT HIGHLIGHTS

Electrical

A NP NI M D

1. Service Size Amps: 100 Volts: 110-240 VAC
 2. ☒ ☐ ☐ ☐ ☐ Service: Aluminum
 3. ☒ ☐ ☐ ☐ ☐ 120 VAC Branch Circuits: Copper
 4. ☒ ☐ ☐ ☐ ☐ 240 VAC Branch Circuits: Copper
 5. ☒ ☐ ☐ ☐ ☐ Conductor Type: Romex
 6. ☒ ☐ ☐ ☐ ☐ Ground: Rod in ground only
 7. ☒ ☐ ☐ ☐ ☐ Smoke Detectors: Hard wired with battery back up and light
- Off Kitchen Electric Panel _____
8. ☒ ☐ ☐ ☐ ☐ Manufacturer: EATON



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PROPERTY INSPECTION REPORT HIGHLIGHTS

Bersbach Home Inspections, Inc.

Page 11 of 24

Ryan Stoop

12/6/2021 7:43:54 PM

Electrical (Continued)

9. Maximum Capacity: 125 Amps
10. ☒ ☐ ☐ ☐ ☐ Main Breaker Size: 100 Amps
11. ☒ ☐ ☐ ☐ ☐ Breakers: Copper and Aluminum
12. ☒ ☐ ☐ ☐ ☐ AFCI: 110 volt
13. ☒ ☐ ☐ ☐ ☐ GFCI: Kitchen and bathrooms
14. Is the panel bonded? ☒ Yes ☐ No

Air Conditioning

A N P N I M D

Heat Pump AC System

1. ☐ ☐ ☒ ☐ ☐ A/C System Operation: Not inspected
2. ☒ ☐ ☐ ☐ ☐ Condensate Removal: Plastic tubing
3. ☒ ☐ ☐ ☐ ☐ Exterior Unit: Pad mounted
4. Manufacturer: Mitsubishi



5. Area Served: Whole building Approximate Age: 1 - 3 years old
6. Fuel Type: 220 VAC Temperature Differential: Not tested
7. Type: Heat pump Capacity: 3 Ton
8. ☒ ☐ ☐ ☐ ☐ Visible Coil: Copper core with aluminum fins
9. ☒ ☐ ☐ ☐ ☐ Refrigerant Lines: Suction line and liquid line
10. ☒ ☐ ☐ ☐ ☐ Electrical Disconnect: Breaker disconnect
11. ☒ ☐ ☐ ☐ ☐ Blower Fan/Filters: Direct drive with electronic filter
12. ☒ ☐ ☐ ☐ ☐ Thermostats: Programmable

PROPERTY INSPECTION REPORT HIGHLIGHTS

Bersbach Home Inspections, Inc.

Page 14 of 24

Ryan Stoop

12/6/2021 7:43:54 PM

Heating System

A NP NI M D

Main Heating System

1. ☒ ☐ ☐ ☐ ☐ Heating System Operation: Adequate
2. ☒ ☐ ☐ ☐ ☐ Manufacturer: Mits
3. ☒ ☐ ☐ ☐ ☐ Type: Radiant ceiling or panel Capacity: 80,000 BTUHR
4. ☒ ☐ ☐ ☐ ☐ Area Served: Whole building Approximate Age: 1 - 3 years old
5. ☒ ☐ ☐ ☐ ☐ Fuel Type: Electric
6. ☒ ☐ ☐ ☐ ☐ Unable to Inspect: 10%
7. ☒ ☐ ☐ ☐ ☐ Blower Fan/Filter: Direct drive with disposable filters
8. ☒ ☐ ☐ ☐ ☐ Distribution: Baseboard
9. ☒ ☐ ☐ ☐ ☐ Draft Control: Manual
10. ☒ ☐ ☐ ☐ ☐ Controls: Limit switch
11. ☒ ☐ ☐ ☐ ☐ Thermostats: Programmable
12. ☒ ☐ ☐ ☐ ☐ Suspected Asbestos: No

Plumbing

A NP NI M D

1. ☒ ☐ ☐ ☐ ☐ Service Line: Pex
2. ☒ ☐ ☐ ☐ ☐ Main Water Shutoff: Crawl space
3. ☐ ☐ ☐ ☒ ☐ Water Lines: Pex/Copper - [Attach water lines to floor joist in crawl space.](#)



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PROPERTY INSPECTION REPORT HIGHLIGHTS

Bersbach Home Inspections, Inc.

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Ryan Stoop

12/6/2021 7:43:54 PM

Plumbing (Continued)

- 4. ☒ ☐ ☐ ☐ ☐ Drain Pipes: PVC
- 5. ☒ ☐ ☐ ☐ ☐ Service Caps: Accessible
- 6. ☒ ☐ ☐ ☐ ☐ Vent Pipes: PVC
- 7. ☒ ☐ ☐ ☐ ☐ Gas Service Lines: Black Iron Certified Pipe

Utility Room Water Heater _____

- 8. ☒ ☐ ☐ ☐ ☐ Water Heater Operation: Functional at time of inspection
- 9. Manufacturer: Takagi



- 10. Type: Natural gas Capacity: Instant
- 11. Approximate Age: 1 - 3 years old Area Served: Whole building
- 12. ☒ ☐ ☐ ☐ ☐ Flue Pipe: PVC
- 13. ☒ ☐ ☐ ☐ ☐ TPRV and Drain Tube: PVC

Bathroom

A NP NI M D

1st floor: main Bathroom _____

- 1. ☒ ☐ ☐ ☐ ☐ Ceiling: Texture paint
- 2. ☒ ☐ ☐ ☐ ☐ Walls: Sheet Rock and Paint
- 3. ☒ ☐ ☐ ☐ ☐ Floor: Tile
- 4. ☒ ☐ ☐ ☐ ☐ Doors: Hollow wood
- 5. ☒ ☐ ☐ ☐ ☐ Windows: Vinyl double hung
- 6. ☒ ☐ ☐ ☐ ☐ Electrical: 110 VAC GFCI

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PROPERTY INSPECTION REPORT HIGHLIGHTS

Bersbach Home Inspections, Inc.

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Ryan Stoop

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Bathroom (Continued)

7. ☒ ☐ ☐ ☐ ☐ Counter/Cabinet: Wood
8. ☒ ☐ ☐ ☐ ☐ Sink/Basin: Molded single bowl
9. ☐ ☐ ☐ ☒ ☐ Faucets/Traps: Delta fixtures with a PVC trap - **Tub spout needs properly sealed to prevent water entry.**



10. ☒ ☐ ☐ ☐ ☐ Tub/Surround: Porcelain tub and ceramic tile surround
11. ☒ ☐ ☐ ☐ ☐ Shower/Surround: Porcelain pan and ceramic tile surround
12. ☒ ☐ ☐ ☐ ☐ Toilets: Glazier Bay
13. ☐ ☐ ☐ ☒ ☐ HVAC Source: Heating system register - **Proper air flow is needed to main bathroom. Two inch gap is needed between door and floor.**



14. ☒ ☐ ☐ ☐ ☐ Ventilation: Window

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PROPERTY INSPECTION REPORT HIGHLIGHTS

Bersbach Home Inspections, Inc.

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Kitchen (Continued)

16. ☒ ☐ ☐ ☐ ☐ Windows: Vinyl double hung
17. ☒ ☐ ☐ ☐ ☐ HVAC Source: Convection baseboard

Bedroom

A NP NI M D

Master Bedroom Bedroom

1. ☒ ☐ ☐ ☐ ☐ Ceiling: Texture paint
2. ☒ ☐ ☐ ☐ ☐ Walls: Sheet Rock and Paint
3. ☒ ☐ ☐ ☐ ☐ Floor: Hardwood
4. ☒ ☐ ☐ ☐ ☐ Doors: Hollow wood
5. ☒ ☐ ☐ ☐ ☐ Windows: Vinyl double hung
6. ☒ ☐ ☐ ☐ ☐ Electrical: 110 VAC GFCI
7. ☒ ☐ ☐ ☐ ☐ HVAC Source: Convection baseboard

N.West Corner Bedroom Bedroom

8. ☒ ☐ ☐ ☐ ☐ Closet: Single
9. ☒ ☐ ☐ ☐ ☐ Ceiling: Texture paint
10. ☒ ☐ ☐ ☐ ☐ Walls: Sheet Rock and Paint
11. ☒ ☐ ☐ ☐ ☐ Floor: Hardwood
12. ☒ ☐ ☐ ☐ ☐ Doors: Hollow wood
13. ☒ ☐ ☐ ☐ ☐ Windows: Vinyl double hung
14. ☒ ☐ ☐ ☐ ☐ Electrical: 110 VAC outlets and lighting circuits
15. ☒ ☐ ☐ ☐ ☐ HVAC Source: Convection baseboard
16. ☒ ☐ ☐ ☐ ☐ Smoke Detector: Hard wired with battery back up and light

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PROPERTY INSPECTION REPORT HIGHLIGHTS

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Living Space

A NP NI M D

Family Room Living Space

- | | | | | | | |
|----|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|---|
| 1. | ☒ | ☐ | ☐ | ☐ | ☐ | Closet: Large |
| 2. | ☒ | ☐ | ☐ | ☐ | ☐ | Ceiling: Texture paint |
| 3. | ☒ | ☐ | ☐ | ☐ | ☐ | Walls: Sheet Rock and Paint |
| 4. | ☒ | ☐ | ☐ | ☐ | ☐ | Floor: Hardwood |
| 5. | ☒ | ☐ | ☐ | ☐ | ☐ | Doors: Hollow wood |
| 6. | ☒ | ☐ | ☐ | ☐ | ☐ | Windows: Vinyl double hung |
| 7. | ☒ | ☐ | ☐ | ☐ | ☐ | Electrical: 110 VAC outlets and lighting circuits |
| 8. | ☒ | ☐ | ☐ | ☐ | ☐ | HVAC Source: Convection wall mount |
| 9. | ☒ | ☐ | ☐ | ☐ | ☐ | Smoke Detector: Hard wired with battery back up and light |

Laundry Room/Area

A NP NI M D

1st Floor Laundry Room/Area

- | | | | | | | |
|-----|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|---|
| 1. | ☒ | ☐ | ☐ | ☐ | ☐ | Ceiling: Paint |
| 2. | ☒ | ☐ | ☐ | ☐ | ☐ | Walls: Sheet Rock and Paint |
| 3. | ☒ | ☐ | ☐ | ☐ | ☐ | Floor: Hardwood |
| 4. | ☒ | ☐ | ☐ | ☐ | ☐ | Doors: Hollow wood |
| 5. | ☒ | ☐ | ☐ | ☐ | ☐ | Electrical: 110 VAC/220 VAC |
| 6. | ☒ | ☐ | ☐ | ☐ | ☐ | Smoke Detector: Hard wired with battery back up and light |
| 7. | ☒ | ☐ | ☐ | ☐ | ☐ | Washer Hose Bib: Multi-port |
| 8. | ☒ | ☐ | ☐ | ☐ | ☐ | Washer and Dryer Electrical: 110-240 VAC |
| 9. | ☒ | ☐ | ☐ | ☐ | ☐ | Dryer Vent: Metal flex |
| 10. | ☒ | ☐ | ☐ | ☐ | ☐ | Washer Drain: Wall mounted drain |

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STAFF SITE VISIT PHOTOS DATED NOVEMBER 22, 2021



STAFF SITE VISIT PHOTOS DATED NOVEMBER 22, 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: January 27, 2022

Re: Special Use Permit Petition SP2021-083

GENERAL INFORMATION

Applicant:

Aurelio & Maria Navarez

Status of Applicant:

Owner
El Parasio Night Club and Restaurant
6550 Kaw Drive
Kansas City, KS 66111

Requested Action:

Renewal of a Special Use Permit.

Date of Application:

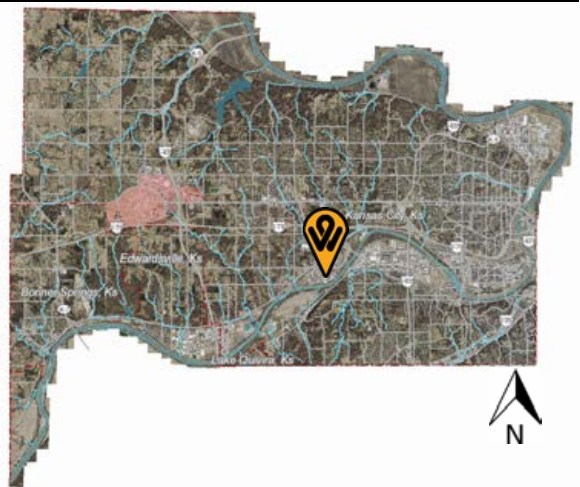
November 29, 2021

Purpose:

To renew a Special Use Permit (expired 10/27/2021) to allow live entertainment at an existing drinking establishment and restaurant.

Property Location:

6550 Kaw Drive
Kansas City, KS 66111



Commission Districts:	Commissioner At-Large #1: Melissa Bynum District #8 Commissioner: Andrew Davis
Existing Zoning:	M-2 General Industrial District
Adjacent Zoning:	North: M-2 General Industrial District South: M-2 General Industrial and M-3 Heavy Industrial Districts East: M-2 General Industrial District West: M-2 General Industrial District
Adjacent Uses:	North: Industrial warehouse South: Industrial warehouse and railroad right-of-way East: Commercial strip West: Auto repair and sales
Total Tract Size:	0.89 Acre
Master Plan Designation:	The City-Wide Master Plan designates this property as a Business Park. Business Park allows light industrial uses such as warehouse, distribution, office and limited retail and office (compatible with light industrial uses). Light industries are small-scale and non-polluting. Other uses may include business/research parks and medical facilities.
Major Street Plan:	The City-Wide Master Plan classifies Kaw Drive as a Class A thoroughfare.
Parking Requirement:	The M-2 General Industrial District requires commercial uses within the district to use the C-3 District requirements. The C-3 Commercial District requires paved off-street parking at a ratio of not less than four spaces per 1,000 square feet of floor area in the building. Section 27-667 of the Code of Ordinances requires drinking establishments with live entertainment to have one space for each 50 square feet of seating or assembly area plus one space for each remaining 200 square feet of total floor area.
Advertisement:	<u>The Wyandotte Echo</u> – December 16, 2021 Letters to Property Owner – December 14, 2021 and January 19, 2022
Public Hearings:	January 10, 2022 and January 27, 2022
Public Support:	None to date.

Public Opposition: None to date.

PROPOSAL

Detailed Outline of Requested Action: The applicants, Auerlio and Maria Navarez, are requesting a renewal of Special Use Permit (SP-2016-79) for a drinking establishment, restaurant, and live entertainment venue at 6550 Kaw Drive. This property was approved for Special Use Permit (SP-2009-36) to operate a drinking establishment, in 2009 and was renewed in 2012 and 2014 for two (2) years and then again in 2016 for five (5) years.

City Ordinance Requirements: 27-592 through 27-606

RELATED ENFORCEMENT AND ACTION ITEMS

Noise or Disturbance Complaints:

1. The applicant has had multiple police service calls since the last renewal of their Special Use Permit. These calls include calls for theft, battery, robbery, and damage.
2. 2021 - Case 2021-00058288 – Aggravated Robbery with bodily harm.
3. 2021 - Case 2021-00023695 – Theft of property or services; Value \$1,500 to \$25,000.
4. 2017 – Case 2017-00124021 – Aggravated Battery.
5. 2016 – Case 2016-00054839 – Criminal Damage.

Building, Zoning, or Code Enforcement Complaints:

1. There are no outstanding Notice of Violations on this property. The property has previously been cited by Code Enforcement twice in 2008 for Graffiti. These citations occurred before Mr. and Mrs. Navarez owned the property.

Outstanding or Related Permits and Cases:

1. The applicant has only received one building permit since purchasing the property; The permit was for the installation for a hot water tank.
2. 2010 – 10390-00440 – The applicant received a permit to install a hot water tank.

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

The character of the neighborhood is comprised of industrial uses and commercial businesses. Kaw Drive is one of the major east/west commercial thoroughfares in the Muncie area. It is a mixed-use, urban neighborhood with commercial and industrial uses along Kaw Drive with residential uses to the north and the Kansas River to the south.

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

The zoning and uses of property are set out above. The continuation of the proposed use is relatively compatible with the surrounding uses considering the nature of the businesses directly adjacent to this establishment. Drinking establishments are permitted in the M-2 District with a Special Use Permit.

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 will not detrimentally affect nearby properties if the conditions are adhered to. A drinking establishment is a permitted use per the M-2 General Industrial District with a Special Use Permit, and the establishment is surrounded by many higher-intensity uses.

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

The property is not vacant, it has been an active restaurant and drinking establishment with live entertainment since 2009.

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

The City-Wide Master Plan does not address Special Use Permits. The City-Wide Master Plan designates this property as a Business Park. Business Park allows light industrial uses such as warehouse, distribution, office and limited retail and office (compatible with light industrial uses). Light industries are small-scale and non-polluting. Other uses may include business/research parks and medical facilities.

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

The proposed use should not result in an increase in traffic as this is an existing use. The vehicular traffic created by this existing use is not expected to result in the increase of traffic to the point where it would exceed the capacity of the Class A thoroughfare.

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

The proposed use is not reasonably necessary for the convenience and welfare of the public as it is not a public good. The proposed use also has the possibility to affect the quality and marketability of adjoining and surrounding properties due to noise, vibration and illumination from live entertainment. This should not be a concern since the surrounding properties are industrial in nature.

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

Noise, Vibration, and illumination are typical issues for this type of use. While this is not expected to be a concern, since the surrounding uses are industrial in nature, these issues should still be properly managed.

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

The proposed use would not pollute air, land, or water as it is located in an existing building, in a built-out industrial area.

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

The proposed use should not result in the damage or destruction of an irreplaceable natural resource as it is located in an existing, built-out industrial and residential area.

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

The gain to the public health, safety and welfare would be minimal. A denial of this application would cause the business owner to have to find a new location for their business.

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

The proposed use should not result in the overcrowding of land if it is properly managed and operates within the required conditions. The parking of cars on site may become an issue if not managed properly. The proposed use should not cause undue concentrations of population so long as the building's capacity limits are met, along with any additional conditions.

PREVIOUS ACTIONS

Approval of a Special Use Permit (#SP-2009-36) in 2009 for two (2) years.
Approval of a Special Use Permit (#SP-2012-39) in 2012 for two (2) years.
Approval of a Special Use Permit (#SP-2014-68) in 2014 for two (2) years.
Approval of a Special Use Permit (#SP-2016-79) in 2016 for five (5) years.

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on December 27, 2021 at 6550 Kaw Drive.

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

Noise
Vibration
Illumination
Parking Lot Condition

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 8 to 0 to recommend **APPROVAL** of Special Use Permit Application **SP2021-083**, subject to:

- 1) The applicant shall build an enclosure around their trash receptacles on the east side of their property;
- 2) The applicant shall either patch their parking lot or repave the parking lot for the parcel in which their reestablishment resides on;
- 3) The applicant shall install parking space striping for the required forty (40) parking spaces in the manner outlined by the Code of Ordinances Section 27-669;
- 4) Per Code of Ordinances Section 27-577(g), if the applicant wishes to complete this work in phases, “the first phase of construction should include perimeter landscaping, entry drives, and detention ponds. Future phases must indicate interim landscaping”;
- 5) 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;
- 6) 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;
- 7) 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;
- 8) All entertainment must cease by at least 1:30AM;
 - 9) Doors and windows must stay closed during any entertainment performance;
 - 10) Any illumination that results from an entertainment event shall not be seen or otherwise impact adjacent uses;
 - 11) Must comply with Unified Government Security Ordinance (Chapter 4, Article II Division 1, Sec 4-104,f), including:
 - a. Must have at least one (1) security personnel stationed at the door at all times that is able to monitor any required parking area. Additional security guards may be required depending on the building capacity;
 - b. Patrons are not allowed to loiter in their vehicles. If so determined, they will be asked to leave;
 - c. An I.D. scanner will be used at all times;
 - d. At closing time, all security personnel will begin from a designated area to move patrons towards the exit and then to their vehicles.
 - 12) 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;
 - 13) 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,
 - 14) The Special Use Permit shall be valid for ten (10) 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.

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 **SP2021-083** subject to all comments and suggestions outlined in this staff report and the conditions of the City Planning Commission.

ATTACHMENTS

January 10, 2022 City Planning Commission Minutes
Aerial Map
Zoning Map
Land Use Map
Site Plan
Applicant Response Letter – Dated December 20, 2021
Neighborhood Meeting Minutes, Sign-In, and Affidavit
Photographs of the Property, taken by Staff – Dated December 13, 2021

REVIEW OF INFORMATION AND SCHEDULE

Action	Planning Commission	Unified Government Commission
Public Hearing	January 10, 2022	January 27, 2022
Special Use	Approval	

STAFF CONTACT: **James Molloy**
 jlmolloy@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition **SP2021-083** 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 **SP2021-083**, 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.

January 10, 2022 City Planning Commission Minutes:

SPECIAL USE PERMIT APPLICATION SP2021-083 – AURELIO AND MARIA

NAVAREZ – SYNOPSIS: Renewal of a Special Use Permit (SP-2016-79 – expired 10/27/2021) for live entertainment in conjunction with a drinking establishment at 6550 Kaw Drive.

Detailed Outline of Requested Action: The applicants, Auerlio and Maria Navarez, are requesting a renewal of Special Use Permit (SP-2016-79) for a drinking establishment, restaurant, and live entertainment venue at 6550 Kaw Drive. This property was approved for Special Use Permit (SP-2009-36) to operate a drinking establishment, in 2009 and was renewed in 2012 and 2014 for two (2) years and then again in 2016 for five (5) years.

City Ordinance Requirements: 27-592 through 27-606

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

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

1. The City’s currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City’s currently adopted Master Plan for the area in question;
4. The staff report and attachments dated January 10, 2022;
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The publications in The ECHO for the Special Use Permits; and,
7. The notices to property owners.

The Commission will vote to approve in one vote these items unless someone requests that an item be removed from the Consent Agenda.”

Chairman Carson asked if any member of the Commission, staff or public wished to remove an item from the Consent Agenda. (No one responded in the affirmative).

On motion by Mr. Connelly, seconded by Ms. Pauley, the Planning Commission voted as follows to **APPROVE** the items on the Consent Agenda:

Carson	Chairman
Mohler	Aye
Pauley	Aye
Armstrong	Aye
Connelly	Aye
Ernst	Aye
Hill	Aye

Jones Aye
Miller Aye
Motion to APPROVE Passed: 8 to 0
Subject to:

- 1) The applicant shall build an enclosure around their trash receptacles on the east side of their property;
- 2) The applicant shall either patch their parking lot or repave the parking lot for the parcel in which their reestablishment resides on;
- 3) The applicant shall install parking space striping for the required forty (40) parking spaces in the manner outlined by the Code of Ordinances Section 27-669;
- 4) Per Code of Ordinances Section 27-577(g), if the applicant wishes to complete this work in phases, "the first phase of construction should include perimeter landscaping, entry drives, and detention ponds. Future phases must indicate interim landscaping";
- 5) 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;
- 6) 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;
- 7) 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;
- 8) All entertainment must cease by at least 1:30AM;
- 9) Doors and windows must stay closed during any entertainment performance;
- 10) Any illumination that results from an entertainment event shall not be seen or otherwise impact adjacent uses;
- 11) Must comply with Unified Government Security Ordinance (Chapter 4, Article II Division 1, Sec 4-104,f), including:
 - a. Must have at least one (1) security personnel stationed at the door at all times that is able to monitor any required parking area. Additional security guards may be required depending on the building capacity;
 - b. Patrons are not allowed to loiter in their vehicles. If so determined, they will be asked to leave;
 - c. An I.D. scanner will be used at all times;
 - d. At closing time, all security personnel will begin from a designated area to move patrons towards the exit and then to their vehicles.
- 12) 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;

- 13) 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,
- 14) The Special Use Permit shall be valid for ten (10) 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.

ATTACHMENTS

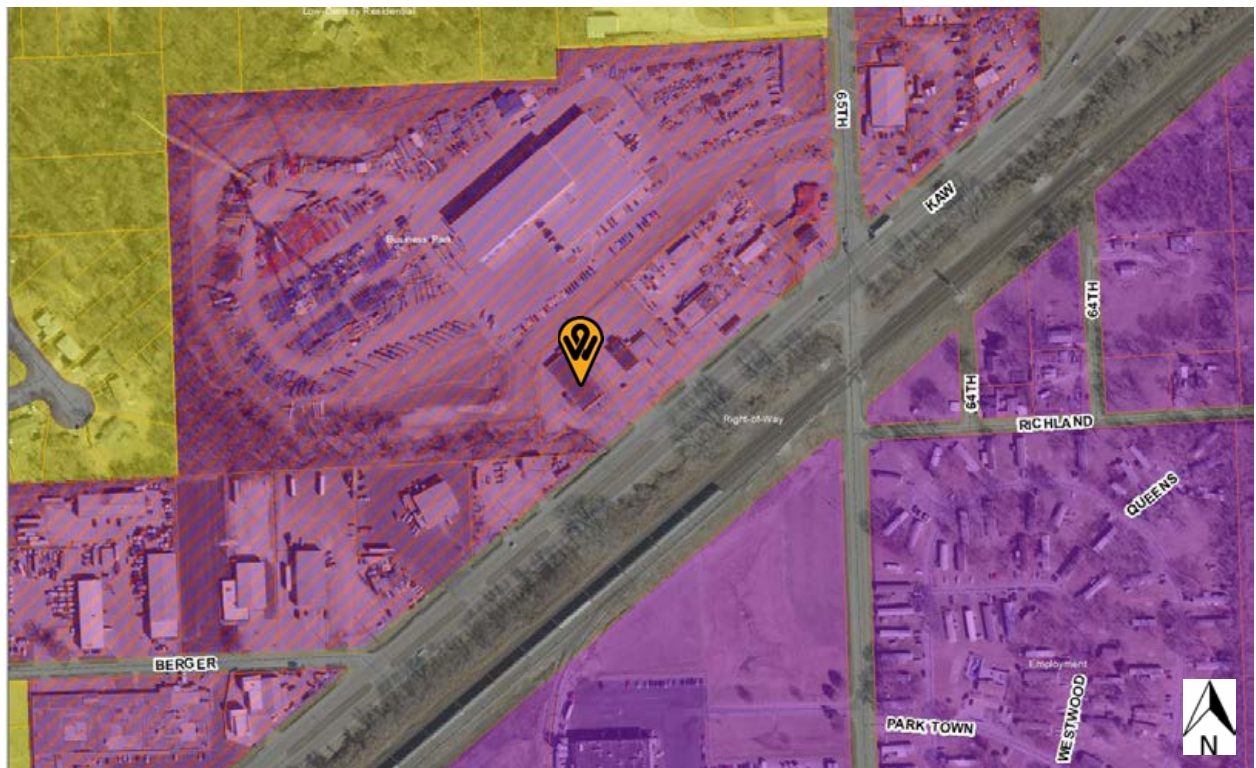
AERIAL IMAGERY



ZONING MAP

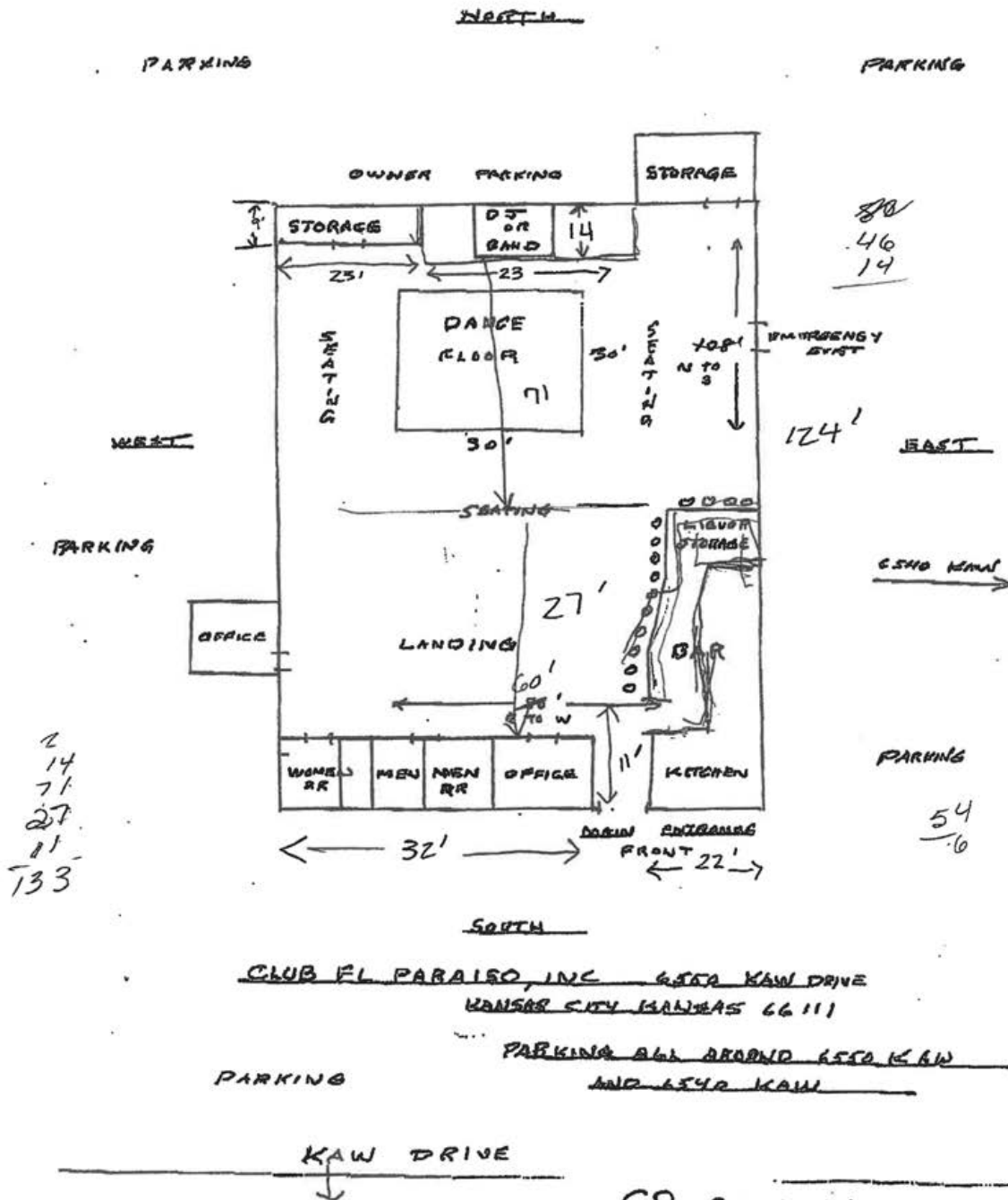


LAND USE MAP



SITE PLAN

8/24/10



SP-2010-36

Draft Response, In-Person 12/20/21

1. Answers and Accounts

2. a Trees

A → will be okay with Planting in front

B → will use the existing brush & trees on the SW corner of property, as well as new trees

C → Cactos next to post office & other business, they sit on a concrete platform to the eas

D → No plans to plant anything else besides required trees for landscaping

3. No calls

4. Saturday or Live Entertain

↳ 2 Guards when more than 100 people

↳ Security at door

↳ no ID scanner right now

↳

5. Pavement is usually Patched as it needs to be

↳ cost is very high to repave considering downturn in business related to the pandemic

Applicant intends to make parking

↳ Applicant will designate space to meet ADA requirements

6. No plans to recycle currently

7. Applicant is willing and able to follow sign Permit Requests

Standard Conditions

5. Applicant would like to remain with existing hours, ending at 1:30 am

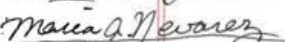
SC: Applicant has noted & understood the standard conditions

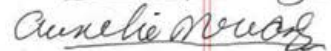
Meeting Date: 12/20/21

Planner Name: James Malloy

Planner Signature: 

Applicant Name(s): Maria R. Nevaréz
Aurelio Nevaréz

Applicant Signatures: 



NEIGHBORHOOD MEETING LETTER – DATED DECEMBER 14, 2021

Neighborhood Meeting Request

December 14, 2021

Club El Parasio Inc.
6550 Kaw Drive
Kansas City, Ks 66111

SUBJECT: Neighborhood Meeting

I/we have filed an application with the Department of Urban Planning and Land Use # SP2021-083.

The purpose of this Special Use Permit is for Live Entertainment at the following address:

6550 Kaw Drive Kansas City, Kansas 66111.

I/We are having a neighborhood meeting on December 27, 2021 at 6pm at the following address:

6550 Kaw Drive Kansas City, Kansas 66111.

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

I/We 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.

This will be a socially distanced meeting and masks are required.

Maria & Aurelio Navarez
(773) 817-1107

NEIGHBORHOOD MEETING AFFIDAVIT – DATED DECEMBER 27, 2021

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF Kansas)
) SS:
COUNTY OF Wag Dodge)

Comes now Maria A. Nevarez
Angelina Nevarez, of lawful age, sound mind and upon
his/her oath states as follows:

1. That I am the petitioner for Petition # SP2021-083
2. That I conducted a neighborhood meeting on 12-27-21.
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.

Maria A. Nevarez
Angelina Nevarez
Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this _____ day of
_____, 200_.

My commission expires _____ of _____, 200_.

Notary Public

NEIGHBORHOOD MEETING MINUTES – DATED DECEMBER 27, 2021

Minutes for Neighborhood Meeting

Application Number: SP2021-083

December 27, 2021

6550 Kaw Drive

Kansas City, Ks 66111

Meeting called to order at: 6:00 pm

Names of people in attendance:

Number of people in attendance: 0

Introductions:

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

Questions and answers (include the following):

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

Meeting Adjourned at: 7:00 pm

Minutes taken by: Maria G. Martinez

NEIGHBORHOOD MEETING SIGN-IN – DATED DECEMBER 27, 2021

SP2021-083

Neighborhood Meeting Request

Attendance List

December 27, 2021 6pm

BARB KILL/ TURNER COMMUNITY CONNECTION _____

5548 PAWNEE DRIVE
KANSAS CITY, KS 66106

COMMISSIONER ANDREW DAVIS _____

701 NORTH 7TH STREET, 9TH FLOOR
KANSAS CITY, KS 66101

COMMISSIONER MELISSA BYNUM _____

701 NORTH 7TH STREET, 9TH FLOOR
KANSAS CITY, KS 66101

AURELIO & MARIA NEVAREZ _____
6550 KAW DRIVE
KANSAS CITY, KS 66111

PROPERTY OWNER _____

6634 KAW DRIVE
KANSAS CITY, KS 66111

DUNN REALTY INC _____

1001 LOCUST ST
KANSAS CITY, MO 64106

KAW DRIVE PROPERTY LLC _____

10027 KNOW DR.
OVERLAND PARK, KS 66212

AURELIO & MARIA NEVAREZ _____
7748 SWARTZ RD.
KANSAS CITY, KS 66111

NEXTRAN PROPERTIES, LLC _____

1986 W. BEAVER ST
JACKSONVILLE, FL 32209

REX J. BURNS AND SHIRLEY J BURNS TRUSTS _____

6634 KAW DR.
KANSAS CITY, KS 66111

PHOTOGRAPHS OF THE PROPERTY, PROVIDED BY STAFF – DATED DECEMBER 14, 2021



PHOTOGRAPHS OF THE PROPERTY, PROVIDED BY STAFF – DATED DECEMBER 14, 2021. CONT.





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: January 27, 2022
Re: Petition SP2021-085

GENERAL INFORMATION

Applicant:
Paul C. Ridgeway

Status of Applicant:
Property Owner
419 Armstrong Avenue
Kansas City, Kansas 66101

Requested Action:
The approval of a Home
Occupation Special Use
Permit.

Date of Application:
November 24, 2021

Purpose:
To renew a Special Use Permit (that expires
January 30, 2022) to allow personal training
business in the home.

Property Location:
419 Armstrong Avenue
Kansas City, Kansas 66101



Commission Districts:	Commissioner At Large #2: Tom Burroughs District #2 Commissioner: Brian McKiernan
Existing Zoning:	R-1(B) Single Family District
Adjacent Zoning:	North: C-D Central Business 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: University of Kansas Health System South: Single family homes East: Single family homes West: Single family homes
Total Tract Size:	0.14 Acre
Master Plan Area:	This property is within the boundaries of the Central Area Master Plan.
Master Plan Designation:	The Central Area Master Plan designates this area as Urban Density, which allows uses such as detached single- family residences, attached residences including townhomes, duplexes, triplexes, fourplexes, Institutional high schools, churches, libraries.
Major Street Plan:	The Major Street Plan classifies Ann Avenue as a Local Street.
Parking Requirements:	Section 27-455(d) requires that two (2) off-street parking spaces shall be provided on the premises for each single-family dwelling. Two (2) off-street parking spaces are required. The applicant is providing two (2) parking spaces.
Advertisement:	<u>The Wyandotte Echo</u> – December 16, 2021 Letters to Property Owner – December 17, 2021 and January 19, 2022
Public Hearings:	January 10, 2022 and January 27, 2022
Public Support:	None to date.
Public Opposition:	None to date.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Paul C. Ridgeway, is seeking a Home Occupation Special Use Permit for the purpose of conducting personal fitness training sessions at his residence at 419 Armstrong Avenue. The applicant intends to instruct one (1) client at a time. Sessions will be temporarily held on a raised wooden deck in the back of the home. Support has been expressed by one (1) neighbor, John Headrick in previous meeting. In the future, the applicant intends to remove the existing deck, pour a new driveway, and build a new garage with a rooftop deck. This garage will be used to store one (1) vehicle and train clients. Staff notes that the home is within the Environs of two (2) historic districts. Any new construction or alteration to the exterior of the home and/or accessory structure must go through the historical review process.

City Ordinance Requirements: 27-592 through 27-606

RELATED ENFORCEMENT AND ACTION ITEMS

Noise or Disturbance Complaints:

1. None

Building, Zoning, or Code Enforcement Complaints:

1. There have been seven (7) Notices of Violation issued on the property between the years of 2010 and 2019. The applicant states that they were for yard maintenance, painting upkeep, and debris and that they have all been taken care of.

Outstanding or Related Permits and Cases:

1. None

FACTORS TO BE CONSIDERED

1. *The Character of the Neighborhood.*

The character of Strawberry Hill neighborhood consists of predominantly single family-houses. The homes are closer in proximity, the sidewalks are made of brick, and tree canopies characterize the neighborhood streetscape. The Merc+Coop, St. Johns Dog Park, Strawberry Hill Museum, and across from a parking lot are located nearby the subject property.

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

The proposed use is not compatible with the current zoning as it is designated for single-family residential. Operating this property as the location of personal training sessions has the potential to create issues related to noise, parking, and other concerns related to overcrowding. The applicant states that only one (1) client will be present on the property at a time, so overcrowding should not be an issue if managed properly.

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

This property is suitable for use as a single-family home. The property could be suitable for one-on-one training if properly managed. Removal of the restrictions that require a Special Use Permit for such activities has the potential to create issues such as parking, excessive noise, and overcrowding. A building permit must be pulled when the applicant proposes to build a garage a new garage, and exercise studio.

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

This property is not vacant. It is a single-family residence currently occupied by the applicant.

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

Special Use Permits are not addressed in the Master Plan. The Central Area Master Plan designates this area as Urban Density. The proposed commercial use does not conform to the Master Plan.

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

The proposed use will increase vehicular traffic, but should it not exceed the capacity of the Local Street to accommodate it if managed properly.

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

The proposed use is not necessary for the convenience and welfare of the public, but provides a convenience in the form of fitness services. The applicant must follow and provide an updated business plan to staff. If any expansion is proposed by the applicant a site plan must be submitted to staff.

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.*

Elevated noise levels could be an issue that is related to the proposed use if not

managed properly. The use of weights may create issues of noise but should not cause vibrations to the surroundings. No citations have been issued for this property. The applicant needs to provide hours of operation within the updated business plan.

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

The applicant proposes to continue to run a personal fitness business from his home. The applicant intends to eventually build a detached garage with a fitness studio. Adding a concrete driveway would decrease open space and increase stormwater runoff.

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

The proposed use will not damage or destroy an irreplaceable natural resource as it is an existing single-family residence in a built-out neighborhood. The applicant is proposing to construct a garage to relocate fitness studio. All buildings must be properly permitted.

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

The relative gain or loss to the public health, safety, and welfare is likely to be minimal as it only provides the convenience of fitness classes with some economic benefit. If denied, the landowner could not use the property as a place of business, but may still use the property as their primary residence, rent the property, or sell it.

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

The proposed use will not create issues of overcrowding as only one (1) client at a time will be on the premises. If the applicant abides by the outlined conditions, undue concentrations of population should not be an issue. Although adding an accessory structure can cause overcrowding since the neighborhood is closed together.

PREVIOUS ACTIONS

Approval of a Special Use Permit #SP2020-88, which expired on January 30, 2021

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on December 17th, 2021 by phone and e-mail.

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

Parking
Noise
Landmark Review Process
Business Plan
Overcrowding

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 8 to 0 to recommend **APPROVAL** of Special Use Permit Application **SP2021-085**, subject to:

- 1) The applicant shall meet the R-1(B) setbacks and lot area regulations;
- 2) Due to the size of the property, the location of the proposed garage and the tandem parking space, the applicant must operate by appointment only. This will limit double stacking in the alley and/or along Armstrong Avenue;
- 3) Since the applicant stated that only one (1) client will be on the property at a time, training is restricted to one (1) client at a time in the garage;
- 4) Per the applicant, clients will train from 6:00 AM to 12:00 PM;
- 5) If approved, the applicant will need to file and maintain a current business occupation tax application with the Business Licensing Division. Please contact their office at (913) 573-8780 to begin that process. The garage cannot take up more than 40% of the rear yard and must be setback three (3) feet off the side of the rear property lines;
- 6) The exterior walls shall be made of either horizontal clapboard, wood, or plywood siding, stone, artificial stone, brick, artificial brick, and textured finishes such as stucco. Fiberglass, plastic, and preformed, corrugated, or ribbed metals are not allowed. Metals can be used provided they have a factory applied and painted finish closely matching the color of the primary structure. Standard concrete masonry units are also not allowed, unless the walls of the building are painted the exact color of the primary structure;
- 7) A building permit is required for a permanent structure greater than 120 square feet. Please contact the Building Inspection Division at (913) 573-8620 to begin that process;
- 8) 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;
- 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; and,

- 10) 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 expiration date will be considered a new application with the associated application fee and approval term. If the new 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.

STAFF RECOMMENDATION

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 **SP2021-085** subject to all comments and suggestions outlined in this staff report and the conditions of the City Planning Commission.

STAFF RECOMMENDATION

January 10, 2022 City Planning Commission Minutes
Aerial Map
Zoning Map
Land Use Map
Applicant Response Letter
Neighborhood Meeting Letter Provided by Applicant, Dated December 29, 2021
Neighborhood Meeting Affidavit Provided by Applicant, Dated December 27, 2021
Letter from Applicant
Quote from Contractor
Site Photographs Provided by Staff, Dated December 15, 2021

REVIEW OF INFORMATION AND SCHEDULE

Action	Planning Commission	Unified Government Board of Commissioners
Public Hearing	January 10, 2022 - Approval	January 27, 2022
Special Use		

STAFF CONTACT:

Marlene Torres Pardo

mpardo@wycokck.org

SP2021-085

January 27, 2022

MOTIONS:

I move the Unified Government Board of Commissioners **APPROVE** Petition **SP2021-085** 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 **SP2021-085**, 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.

January 10, 2022 City Planning Commission Minutes:

SPECIAL USE PERMIT APPLICATION SP2021-085 – PAUL RIDGWAY – SYNOPSIS:

Renewal of a Home Occupation Special Use Permit (SP-2020-88 – expires 1/14/2022) for a personal trainer business at 419 Armstrong Avenue.

Detailed Outline of Requested Action: The applicant, Paul C. Ridgeway, is seeking a Home Occupation Special Use Permit for the purpose of conducting personal fitness training sessions at his residence at 419 Armstrong Avenue. The applicant intends to instruct one (1) client at a time. Sessions will be temporarily held on a raised wooden deck in the back of the home. Support has been expressed by one (1) neighbor, John Headrick in previous meeting. In the future, the applicant intends to remove the existing deck, pour a new driveway, and build a new garage with a rooftop deck. This garage will be used to store one (1) vehicle and train clients. Staff notes that the home is within the Environs of two (2) historic districts. Any new construction or alteration to the exterior of the home and/or accessory structure must go through the historical review process.

City Ordinance Requirements: 27-592 through 27-606

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

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

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated January 10, 2022;
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The publications in The ECHO for the Special Use Permits; and,
7. The notices to property owners.

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

Chairman Carson asked if any member of the Commission, staff or public wished to remove an item from the Consent Agenda. (No one responded in the affirmative).

On motion by Mr. Connelly, seconded by Ms. Pauley, the Planning Commission voted as follows to **APPROVE** the items on the Consent Agenda:

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

Motion to APPROVE Passed: 8 to 0

Subject to:

- 1) The applicant shall meet the R-1(B) setbacks and lot area regulations;
- 2) Due to the size of the property, the location of the proposed garage and the tandem parking space, the applicant must operate by appointment only. This will limit double stacking in the alley and/or along Armstrong Avenue;
- 3) Since the applicant stated that only one (1) client will be on the property at a time, training is restricted to one (1) client at a time in the garage;
- 4) Per the applicant, clients will train from 6:00 AM to 12:00 PM;
- 5) If approved, the applicant will need to file and maintain a current business occupation tax application with the Business Licensing Division. Please contact their office at (913) 573-8780 to begin that process. The garage cannot take up more than 40% of the rear yard and must be setback three (3) feet off the side of the rear property lines;
- 6) The exterior walls shall be made of either horizontal clapboard, wood, or plywood siding, stone, artificial stone, brick, artificial brick, and textured finishes such as stucco. Fiberglass, plastic, and preformed, corrugated, or ribbed metals are not allowed. Metals can be used provided they have a factory applied and painted finish closely matching the color of the primary structure. Standard concrete masonry units are also not allowed, unless the walls of the building are painted the exact color of the primary structure;

- 7) A building permit is required for a permanent structure greater than 120 square feet. Please contact the Building Inspection Division at (913) 573-8620 to begin that process;
- 8) 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;
- 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; and,
- 10) 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 expiration date will be considered a new application with the associated application fee and approval term. If the new 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.

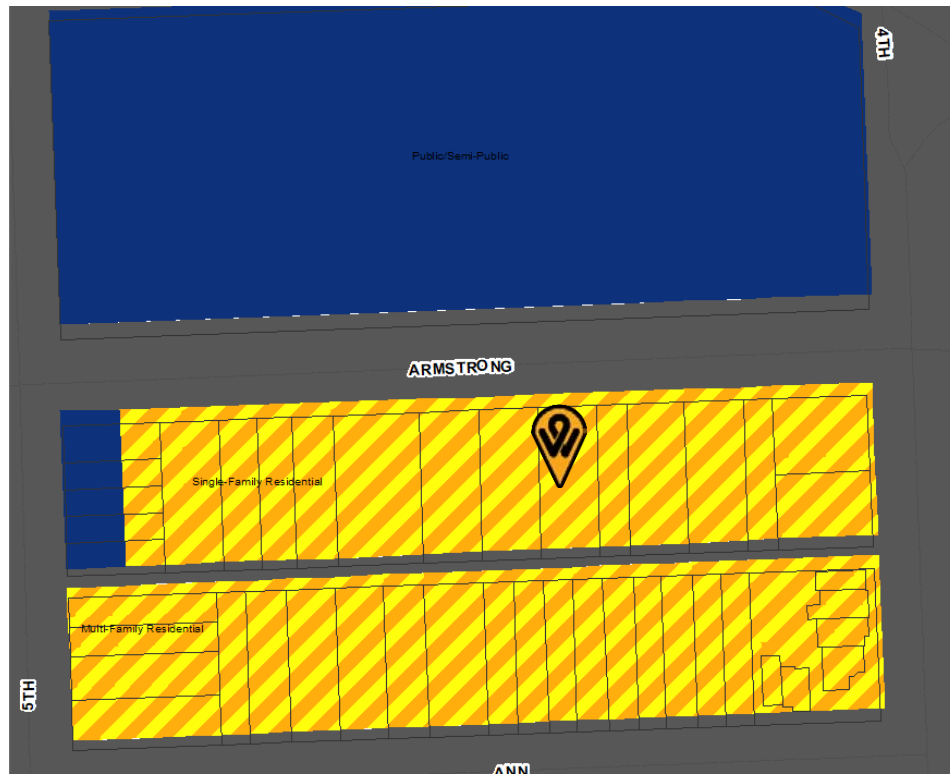
Aerial Map



Zoning Map



Land Use Map



DRAFT REPORT RESPONSE – DATED DECEMBER 29, 2021

1. How long have you owned the property?

11 years

2. What were the Notices of Violation for? Were they get resolved?

I had a few violations for upkeep and clutter, and they were all resolved quickly

3. Provide updated site pictures and a scaled site plan of the property in its current Condition.

I've done this in a previous email to Janet Parker earlier this month

4. Provide a scaled site plan of the proposed new garage and driveway.

This is not completed at the moment

5. When will the garage be built?

We are looking to begin construction late Spring

6. The applicant must submit a Landmarks Application for a Historic Environs Review before any demolition or new construction begins.

My architect has been in contact with the landmark review throughout the design process

7. Provide scaled elevations, floor plans, and material specs of the proposed garage, and schedule pre-application for a variance.

This is not finalized at the moment.

SP2021-085 January 10, 2022

8. If approved, a building permit must be obtained for construction of the new Garage.

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

Indicate guest parking on the site plan.

Just one vehicle. One client at a time.

10. How long will sessions be conducted outside?

Sessions are and will be conducted inside.

11. What is the maximum number of people that will be trained at a time?

One

12. What are the proposed hours of business?

There are no hours of business per se but all of my clients train between 6am until 12

13. How will you communicate with the neighbors if there are any issues?

In my letter i made it clear that my neighbors are encouraged to bring any issues about my business to me and i will be more than happy to resolve whatever issues they may have.

14. Do you have a Business License/Occupational Tax Receipt from the Unified Government?

No

15. Do you still intend in expanding if, so when?

No plans as of yet.

NEIGHBORHOOD MEETING LETTER – DATED DECEMBER 27, 2021

Paul C Ridgway

419 Armstrong Aveune
Kansas City, KS 66101
(816) 617-8257
ridgway3@gmail.com

December 17, 2021

To my kck neighbor and fellow community member:

Hello my name is Paul Ridgway and for almost ten years i have been a proud homeowner in KCK. This letter is intended to inform you that i am renewing my special use permit for personal training at my home. This will entail the new construction of a detached garage behind my home where i will continue training clients as i have done over this past year with your approval and support. Thanks again for continuing to support my local business and please let me know if you have any questions or concerns regarding this continuing project in our community before December 27, 2021.

Phone: (816) 617-8257

Email: ridgway3@gmail.com

Your neighbor,

Paul Ridgway

NEIGHBORHOOD MEETING AFFIDAVIT – DATED DECEMBER 27, 2021

AFFIDAVIT, PROPERTY OWNER CONSENT FORM

STATE OF Kansas)
COUNTY OF Wyandotte) SS:

Comes now Paul Ridgeway, of lawful age, sound mind and upon
(property owner)

his/her oath states as follows:

1. That I am the property owner of 419 Armstrong Ave in Kansas City,
(Address) Kansas.
2. That I have reviewed the application for Paul Ridgeway to
(Applicant)
operate/develop personal training studio on my
(Proposed use)
property.
3. That after discussing the matter and fully reviewing the application, I authorize this
application and subsequent applications necessary to accomplish the plan/use noted
above, to be filed on my behalf.

Further affiant saith not.

Affiant

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

My commission expires _____ of _____, 20__.

Notary Public

BOZA Application Case Number _____ 4 of 7

Additional Info From Applicant:

At present the area designated for my project is a raised wooden deck in acceptable though not great condition. There is mostly grass and a small slope with some concrete footings and a small sidewalk that runs the length of my backyard.

What is the proposed use(s) for the applicant 's property? My plan is to remove the existing deck entirely, level the slope and pour a new concrete driveway. On top of this driveway i will build a garage with a rooftop deck. The garage will be large enough to be used as both a place to store one vehicle and to train personal training clients in one on one sessions. The equipment that this studio will be outfitted with will not be expansive comprising of a mat area, a squat rack with one bench and a pull up/dip station as well as a series of dumbbells and an accompanying rack. I will only be training clients one at a time and firmly believe that the space provided by this structure will more than suffice for my stated needs.



14480 W. 187th Terr. Olathe, KS 66062 (913) 469-6349

Our Promise: Quality work at affordable prices.

Proposal # 9080

Date 9-10-20

Name: **Paul Ridgway**
Street Address: **419 Armstrong Ave**
City, State, Zip Code: **Kansas City, KS**

Phone: (816) 617-8257
Email: ridgway3@gmail.com

Garage Addition (24 x 30 feet):

- Grade site for garage.
 - Dig four foot trench for foundation.
 - Pour footer and set rebar for walls per code.
 - Set forms for stem walls.
 - Pour foundation per uniform building codes.
 - Backfill foundation and compact soil.
 - Bring in base rock and compact.
 - Tie 1/2" rebar on two foot centers.
 - Pour garage floor a minimum of four inches thick.
 - Frame 15' walls with 2 x 4 studs.
 - Set headers for new doors.
 - Frame for roof with trusses, 16" on center.
 - Install fascia on ends of rafters.
 - Install 1/2" decking on joists and cover with two runs of 30 lb. felt.
 - Install drip edge around perimeter of decking on new structure.
 - Roof new structure with composition shingles consistent with current roof.
 - Side exterior of new structure with LP Smart sheet siding.
 - Install seamless 5-inch aluminum gutters with down spouts.
 - Frame opening with header and install 3' exterior door.
 - Trim exterior of doors.
 - Paint exterior of structure with Sherwin Williams paint.
- Total \$ 64,750.00**
- **Quote includes all labor and materials.**
 - **To add a wood deck above ½ of the garage would add \$ 14,000.00 to the project.**

ACCEPTANCE OF PROPOSAL
The above price, specifications and conditions are satisfactory and
are hereby accepted. You are authorized to do the work as specified.

SIGNATURE _____

DATE ACCEPTED _____

Site Photographs Provided by Staff, Dated December 15, 2021:



Site Photographs Provided by Staff, Dated December 15, 2021:



Site Photographs Provided by Staff, Dated December 15, 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: January 27, 2022
Re: Petition SP2021-086

GENERAL INFORMATION

Applicant:

Frederick and Beverly Avery

Status of Applicant: Representative
Avery's Village
6261 Leavenworth Road Kansas City,
Kansas 66104

Requested Action:

Renewal of a Special Use Permit.

Date of Application:

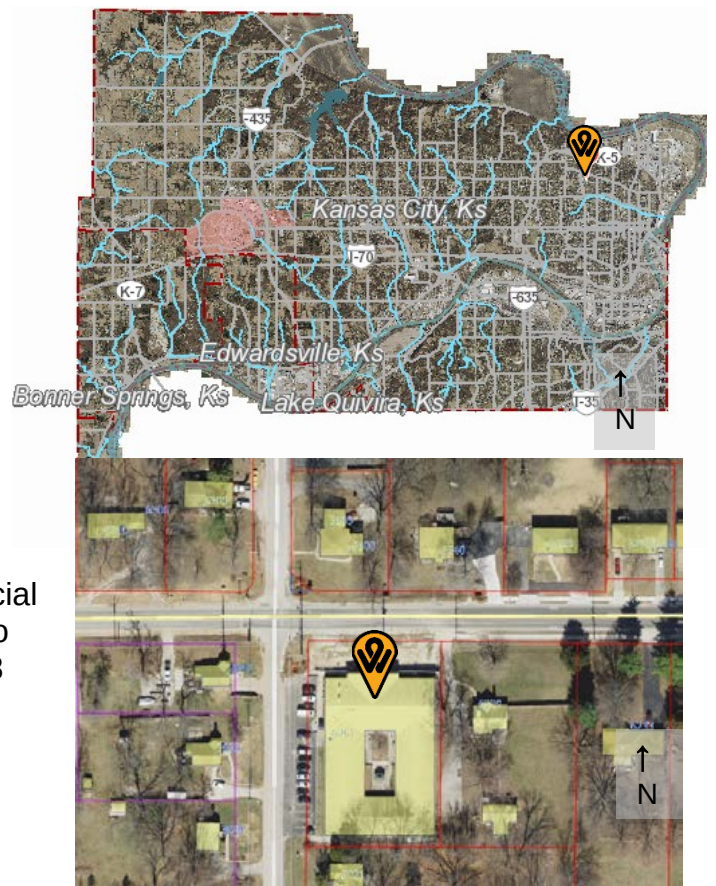
November 13, 2021

Purpose:

The applicant seeks the renewal of a Special Use Permit expires on January 30, 2022 to operate a residential facility for boys 10-18 years old.

Property Location:

6261 Leavenworth Road



Commission Districts:	Commissioner At Large #1: Melissa Bynum District #8 Commissioner: Andrew Davis
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
Existing Uses:	North: Single Family Residences South: Single Family Residences East: Single Family Residences West: Single Family Residences
Total Tract Size:	0.82 Acre
Master Plan Designation:	The City-Wide Master Plan designates this property as Public/Semi Public. The Public/ Semipublic allows uses such as schools, publicly owned lands and buildings, churches, and other non-for-profit owned land and buildings. This designation promotes cultural principles that for each neighborhood should have an institutional focal point.
Major Street Plan:	The Major Street Plan classifies Leavenworth Road as a Class C Thoroughfare and 63rd Street as a local street.
Required Parking:	Group dwelling. One parking space for each guest room and one parking space for each employee during the peak shifts or make specific legally binding commitments that assure that normal daily parking needs are met on site and/or on the adjacent streets directly abutting the property.
Advertisement:	<u>The Wyandotte Echo</u> – December 16, 2021 Letters to Property Owner – December 17, 2021 and January 19, 2022
Public Hearings:	January 10, 2022 and January 27, 2022
Public Support:	None to date.
Public Opposition:	None to date.

PROPOSAL

Detailed Outline of Requested Action: The applicants, Frederick and Beverly Avery, are requesting renewal of Special Use Permit SP2022-086, has permitted the operation of a youth residential facility at 6261 Leavenworth Road. The building was previously licensed as a nursing home from 1967 until 2014. The facility would be licensed with the State of Kansas to work with 35 or more children between 10 and 18 years of age. The applicant states that the facility has the capacity to house 45 youth. The facility would be staffed by an office manager, food service personnel, maintenance and grounds personnel, youth support personnel, and case managers. Renewal of the Special Use Permit would allow the continuation of a youth residential facility for boys 10-18 years of age.

City Ordinance Requirements: 27-592 through 27-606

RELATED ENFORCEMENT AND ACTION ITEMS

Noise or Disturbance Complaints:

1. None

Building, Zoning, or Code Enforcement Complaints:

1. None

Outstanding or Related Permits and Cases:

2020 - Case 20390-00612: The applicant is seeking to obtain a Plumbing Permit to replace a water heater.

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

The character of the Bethel Welborn neighborhood consists of predominantly single-family homes. The Sunset Hill Christian Church, Westgate Towers, Automotive Services, and Sunset Plaza are located on Leavenworth Road nearby the facility.

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

The uses and zoning of nearby properties is set above. The facility was originally built in 1970 the zoning is R-1 as a nursing home for senior citizens. Now it is Avery's Village providing housing to youth groups within ages 10 to 18 years old operating since 2017. The single-family district permits single family homes with a limit of five unrelated individuals. A special use-permit is required for housing more than five individuals.

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 to which the uses are restricted by the R-1 zoning regulations, the commercial building is not allowed by right unless the use is a church, school, municipal facility, or publicly owned and operated museums, libraries, and community centers. The removal of the restrictions of the proposed use by a special use permit will not detrimentally effect nearby property because the group home operation is wholly within the building.

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

The property is not vacant it has operated as Avery's Village since the 2007.

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

The city-wide master plan designates the land use as Public/semipublic allows uses such as schools, publicly owned lands and buildings, churches, and other non-for-profit owned land and buildings. Special Use Permits are not address in the master plan. Avery's Village mission statement is to provide a safe, nurturing, and stimulating home environment where children begin their journey towards brighter futures.

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

The proposed use will not increase traffic to the point that exceeds the Class C Throughfare capacity of the street network if managed properly because prior to the this being a group home it was medical lodge nursing facility which had numerous calls for service by EMS. Avery's Village has a surface parking lot that serves staff members, and volunteers. The structure is located at the corner lot with direct access to Leavenworth Road.

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

The subject property has been well maintained and complied with conditions of their Special Use Permit. However, the applicant must submit an updated business plan, improvements to the existing retaining wall, privacy fence, and build a trash enclosure that matches the material of the primary structure.

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

The noise normally associated with a group home is of such duration and intensity as to not create problems for nearby property because the use is

conducted within the building. There is no vibration or dust associated with this use.

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

The proposed use will not pollute the air, land or water because the use is conducted within the building and will function like a large residential dwelling.

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

The proposed use would not cause damage or destroy an irreplaceable natural resource because the building already exists, and it is within an existing neighborhood.

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

The proposed use will benefit the public health, safety, and welfare by providing a necessary service. It would not impose a hardship on neighboring property owners if managed properly. The facility has existed in the neighborhood since the 1960's and has operated as a group home.

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

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

PREVIOUS ACTIONS

#SP2017-36, which expired on November 30, 2019.

#SP2020-07, which expires on January 30 ,2021.

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on December 27, 2021 at 6239 Leavenworth Road. Attached is the list of persons who attended the meeting, minutes, affidavit and/or submitted comments to the applicant.

KEY ISSUES

Trash Enclosure
Landscaping and Screening
Noise

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 8 to 0 to recommend **APPROVAL** of Special Use Permit Application **SP2021-086**, subject to:

- 1) Since no one staff member permanently resides in the building, there shall be continuous 24 hours, 7 days a week coverage by staff;
- 2) The applicant shall build an enclosure around their trash container that matches the materials from the primary structure;
- 3) The applicant shall restore the existing retaining wall;
- 4) The applicant shall replace the existing privacy fence with height limit of 6 feet;
- 5) No more than forty-five (45) children/youth residing on the property;
- 6) Per Business Licensing Division: The applicant has filed and maintained a current business occupation tax application;
- 7) 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;
- 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 five (5) 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.

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 **SP2021-086** subject to all comments and suggestions outlined

in this staff report and the conditions of the City Planning Commission.

ATTACHMENTS

January 10, 2022 City Planning Commission Minutes
Aerial Imagery
Zoning Map
Land Use Map
Applicant Response Letter
Neighborhood Meeting Letter Provided By Applicant, Dated December 13, 2021
Neighborhood Meeting Affidavit Provided By Applicant, Dated December 28, 2021
Neighborhood Meeting Sing -In Provided By Applicant, Dated December 27, 2021
Business Plan for 2022
Site Photographs Provided By Staff, Dated December 17, 2021
Site Photographs Provided By, Applicant Dated December 30, 2021

REVIEW OF INFORMATION AND SCHEDULE

Action	Planning Commission	Unified Government Commission
Public Hearing	January 10, 2022	January 27, 2022
Special Use	Approval	

STAFF CONTACT: **Marlene Torres Pardo**
mpardo@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition **SP2021-086** 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 **SP2021-086**, 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.

SPECIAL USE PERMIT APPLICATION SP2021-086 – BEVERLY AND FREDERICK AVERY WITH AVERY’S VILLAGE – SYNOPSIS: Renewal of a Special Use Permit (SP-2020-7 – expires 1/30/2021) for a youth residential facility (Avery’s Village) at 6261 Leavenworth Road.

Detailed Outline of Requested Action: The applicants, Frederick and Beverly Avery, are requesting renewal of Special Use Permit SP2022-086, has permitted the operation of a youth residential facility at 6261 Leavenworth Road. The building was previously licensed as a nursing home from 1967 until 2014. The facility would be licensed with the State of Kansas to work with 35 or more children between 10 and 18 years of age. The applicant states that the facility has the capacity to house 45 youth. The facility would be staffed by an office manager, food service personnel, maintenance and grounds personnel, youth support personnel, and case managers. Renewal of the Special Use Permit would allow the continuation of a youth residential facility for boys 10-18 years of age.

City Ordinance Requirements: 27-592 through 27-606

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

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

1. The City’s currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City’s currently adopted Master Plan for the area in question;
4. The staff report and attachments dated January 10, 2022;
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The publications in The ECHO for the Special Use Permits; and,
7. The notices to property owners.

The Commission will vote to approve in one vote these items unless someone requests that an item be removed from the Consent Agenda.”

Chairman Carson asked if any member of the Commission, staff or public wished to remove an item from the Consent Agenda. (No one responded in the affirmative).

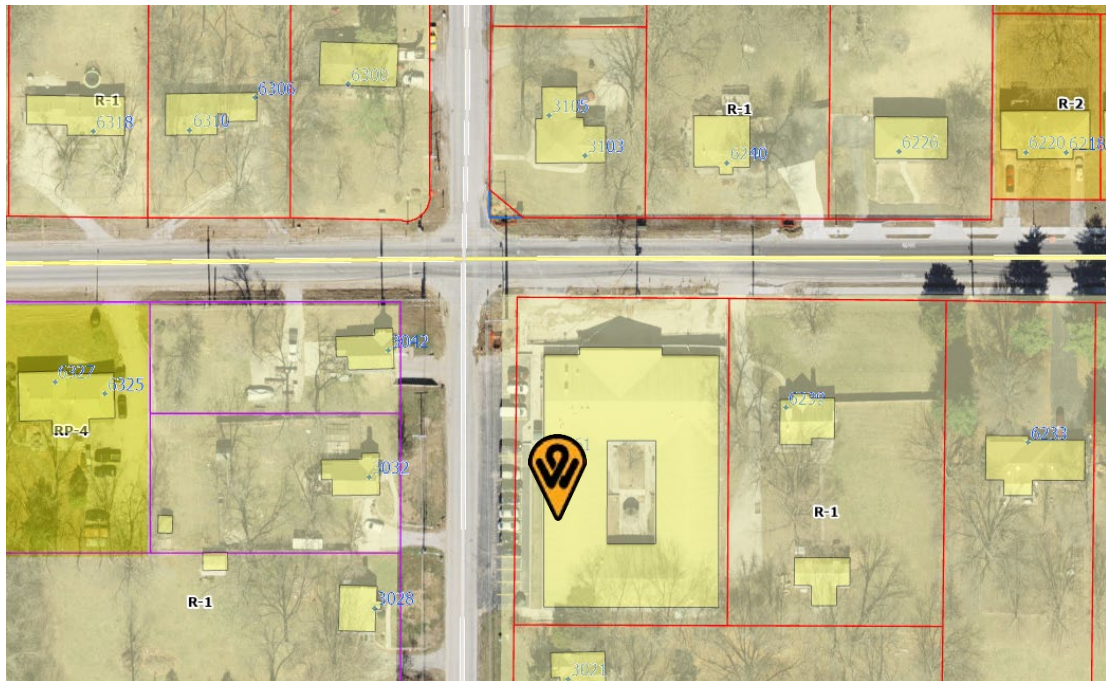
On motion by Mr. Connelly, seconded by Ms. Pauley, the Planning Commission voted as follows to **APPROVE** the items on the Consent Agenda:

Carson	Chairman
Mohler	Aye
Pauley	Aye
Armstrong	Aye
Connelly	Aye
Ernst	Aye
Hill	Aye
Jones	Aye

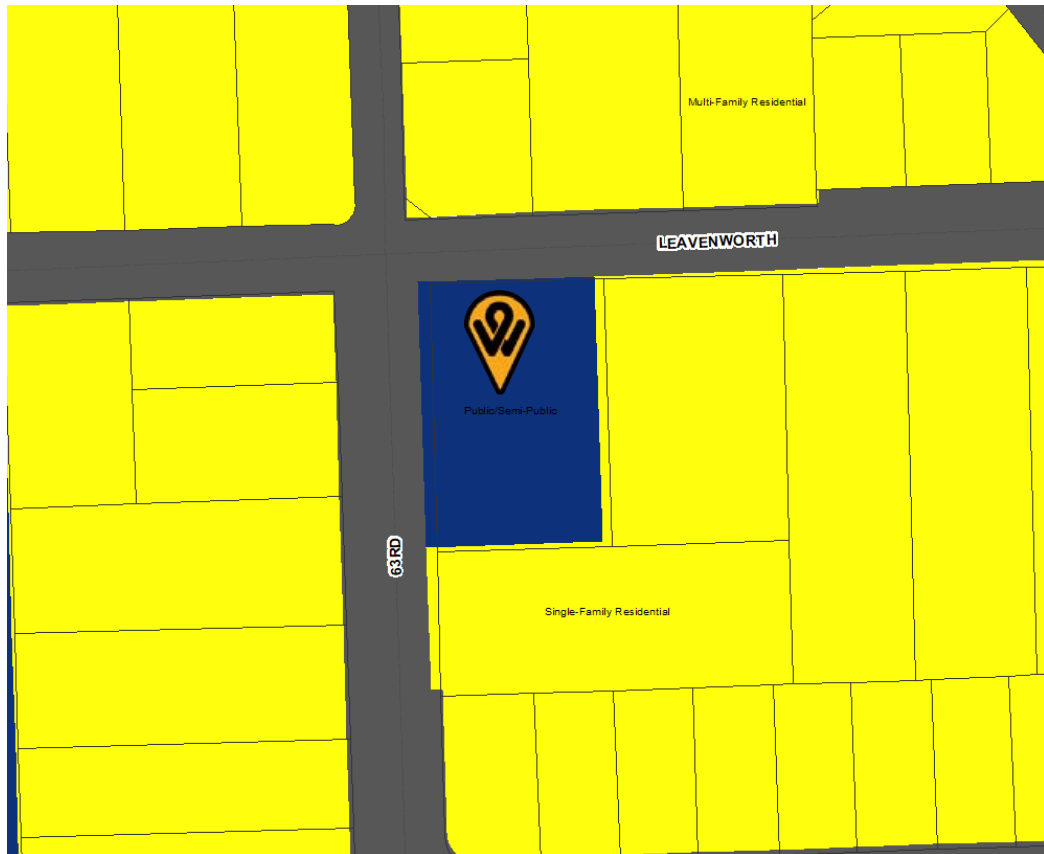
Aerial Imagery



Zoning Map



Land Use Map



1. Did a building permit get obtained for a Change of Occupancy? If, Not Please contact the Building Permit Department at 913-573-8620 to begin this process.

YES

2. Please provide updated photos of the interior and exterior of the property.

Attached

3. Have you had any neighborhood concerns or issues since the opening of the facility as a youth home? **No**

4. Please provide updated business plan. Please include plans for the maintenance of the grounds, kitchen services, and recreational activities offered. **The business Plan is the same**

5. Please provide updated daily schedule.

See plan

6. How many children will reside on the property at one time?

Up to 45

7. How many children will live in each bedroom?

2

8. Is there adequate outdoor space for children to play?

Yes

9. How do you plan to provide transportation? Where are the vans stored?

We have 3 company vans in the parking lot

10. Does the van have a schedule or hours of operation?

The vans are used as needed

11. Any future expansion will require an amendment to the existing special use permit. This will require repeating the special use permit process.

12. Please describe how discipline issues are handled.

We utilize a level system to manage behavior

13. Where is the pick-up and drop off site located and managed at the facility?

Front entrance

14. How many staff members live in the facility? What is the work schedule like?

No staff live on site, we have 3 shifts that cover 24/7 hours of operation

15. Do you allow volunteers? If so, what is the volunteer program like?

We have cut back on volunteers due to COVID

16. The trash enclosure must be moved to the rear or side interior matching 6 feet
Moving the trash to rear side of facility

NEIGHBORHOOD MEETING LETTER – DATED DECEMBER 15, 2021

Date: 12/15/2021

Beverly Avery
6261 Leavenworth Rd
Kansas City, Ks 66104

SUBJECT: Neighborhood Meeting

We have filed an application with the Department of Urban Planning and
Land Use #Sp-19402-00118. The purpose of this:

(please use all that applies)

change of zone

special use permit

preliminary plan review

is for a Youth Residential Center

at the following address: 6261 Leavenworth Rd. Kck 66104.

We are having a neighborhood meeting on December 27th at
6:00p.m. at the following address 6239 Leavenworth KCK 66104.

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.

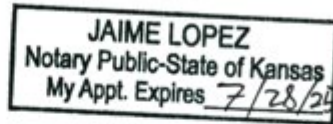
Sincerely,

Beverly Avery
913-890-7111

NEIGHBORHOOD MEETING AFFIDAVIT – DATED DECEMBER 28, 2021

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF Kansas
COUNTY OF Wyandotte) SS:



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

1. That I am the petitioner for Petition # SP2021-086
2. That I conducted a neighborhood meeting on 12/27/2021
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.

Beverly Avery
Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 28th day of December, 20021

My commission expires 28th of July, 20025

[Signature]
Notary Public

Application# SP2021-086

Date: 12/27/2021

Location: 6239 Leavenworth Rd.

Meeting called to order at: 6:00 p.m.

Ms. Kathy Litke was the only one in attendance.

Intro: Ms. Litke is very familiar with Avery's Village.

Ms. Litke asked the question:
Are you doing something different?

Beverly Avery answered question:
We are doing the same thing taking
in Children in need of care giving
the boys a home until we can
find them a foster home or adoption.
Avery's Village has had success
in both.

Meeting adjourned at 6:21

minutes taken by: Beverly Avery



M10 Visitors Log

Avery's Village

Neighborhood Meeting

Please sign in and out for visits

#	Date	Visitor Name	Organization	Client Name	Time In	Time Out
1	12-27-2021	Kathy Like			5:55pm	6:25
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						



**Avery's Village
YRC 2**

6261 Leavenworth Rd Kansas City, KS 66104

AVERY'S VILLAGE

"It takes a village to raise a child"

Mission Statement

AV **mission** is serving to build a healing community of the highest quality of care, service and support that involves our diverse **youth clients** and propels them to higher levels of healthier development, functioning and relationships.

Purpose

At Avery's Village, we are committed to providing a safe, nurturing, and stimulating home environment setting where children begin their journeys towards brighter futures.

What We Do

Avery's Village is a youth residential facility, licensed with the state of Kansas to work with 45 children between the ages of 10 and 18.

Avery's Village provides care for clients who may have well established patterns of conduct of antisocial, oppositional defiance, aggression, abuse, impulsive or other high risk behaviors. Our goal is to help our clients safely return back to a less restrictive environment such as a family or community setting by addressing the behaviors that led to their placement in an YRC II. We intend to accomplish this through trauma informed care services that target problem behaviors by helping the clients improve: problem solving abilities, social skills, life skills, coping skills and the ability to develop and maintain healthy relationships. Upon placement within our residential facility, young people will experience a safe, nurturing, valuing environment and structured care, delivered by qualified, skilled practitioners who are able to maintain 24 hour sight and sound supervision.

Our facility offers many benefits that are unique only to our facility: our admission procedures are sufficiently flexible, which allows for same day placement, we attempt to pair every client with a professional mentor and have an in-house therapist and nurse on staff.

Our Commitment to Youth

Our primary commitments to youth are to: (1) create a healthy home away from home environment, (2) To maintain a safe environment (3) lastly to provide an opportunity for youth to develop new useful life skills and to help with building healthy relationships.

Core Values

- Safety (Socially, Emotionally, Physically and Morally)
- Self-Confidence
- Self- Pride

Admission Criteria

We have a number of criteria that we consider in determining whether or not applicants will be a good fit for our program.

They must be between the ages of 10 and 18 years old

They must also be ambulatory and able to exit the residential facility under their own locomotion, including stairs if necessary, in response to emergency situations.

We also expect residents to have such basic self-help skills as toileting, bathing, dressing, and eating.

We do not specialize in client on the autistic spectrum, so these clients will be assessed on a case by case basis

They must be eligible for Medicaid, Medicare, or some other third party insurance for medical expenses. Exceptions can be made if they are private pay, adoption/foster care subsidy or some other type of payment garreteer.

Avery's Village complies with applicable Federal civil rights laws and prohibits discrimination on the basis of race, color, national origin, age, disability, or sex. Avery's Village does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Leadership

Beverly Avery

President

Beverly Avery is a professional child care provider who began her career in 1994 when she became a licensed childcare provider. In 2007, Beverly received additional training in the Partner for Safety and Permanence-Model Approach to Partnerships in Parenting (PS-MAPP) and ultimately became a state-certified foster parent. As a mother of seven children and grandparent to seven grandchildren, she has had tremendous experience raising healthy, well-educated, and productive community members. She is passionate about ensuring that siblings who enter the foster system remain united while they await their forever families.

Frederick M.X. Avery

Vice-President

Frederick Avery is a finance and business development professional with a B.S. in business administration from the Bloch School of Management at the University of Missouri-Kansas City. Frederick has extensive professional experience in the financial services and real estate industries. He is a part of several community development organizations and committed to promoting economic growth and prosperity for urban communities and families.

George R. Williams

Executive Director

Dr. Williams has a master's degree in marriage and family therapy from Friends University and a doctorate in family studies (family life education and consultation) from Kansas State

University. He was a former Director for the Kansas Department for Children and Families and Executive Director for the National Center for Fathering. Dr. Williams is a relationship expert with over two decades of experience as a manager, curricula developer, practitioner, trainer, public speaker and consultant.

Our Commitment to Staff

Avery's Village is committed to developing the youth as well as clients. We will actively promote staff wellness and retention by providing competitive pay, quality leadership, continuous professional development, and opportunities for innovative intrapreneurship.

Staffing

Residential Supervisor

Ensure the clients' environment is safe and that no harm is brought to them by themselves, another client, staff or anybody outside the agency. Observe and ensure that proper procedures and protocol are followed. Provide supervision in making sure that the units are properly staffed. Directly supervises Clinical Care technicians when on duty Ensures that proper care is given to clients Ensures that proper steps are taken during critical events (reports are done and turned in and inform the right people), Does monthly emergency drills. Responds to all code green situation when on duty. Oversees staff schedule. Ensures staff ratios are maintained and all policies and procedures are followed.

Nurse

Completes a comprehensive intake evaluation. Conducts individual and group therapy with clients. Completes initial and master treatment plans; completes two week and thirty day treatment reviews; completes discharge summaries. Requires comprehensive knowledge of youth's history, plan of care and discharge plan. Advocacy with schools and other community avenues. Proficient in crisis intervention. Available for consultation on a 24/7 hour on-call basis

Food Services Personnel

Performs a wide range of duties involved with preparing and/or serving foods and beverages in one or more of a variety of food service environments. May perform such duties as preparing salad items, hot foods, and/or cold foods, and/or assisting in the preparation of bakery items, as appropriate to the position. Assist in cleaning work areas, equipment, utensils. May assist in the set up, and service; and collection of garbage/trash; as appropriate to the area of operation.

Maintenance and Grounds Personnel

The Buildings and Grounds Maintenance Personnel maintains building and grounds in top condition to ensure full and productive use of facilities. To accomplish these tasks the Buildings and Grounds Maintenance Worker must work closely with the staff and administration of Avery's Village

Clinical Care Techs

Supervises patients at all times. Ensures the meeting of patient's basic needs. Supervises and assists patients through the completion of daily chores and responsibilities. Provide discipline in an appropriate manner which is consistent with agency's policies and procedures. Models positive behavior and effective problem solving techniques. Organizes and assists with structured group activities. Completes required documentation (forms and reports) per policy and procedures. Provides crisis intervention and initiates emergency response plan when necessary. Monitors patient phone calls and visitations as required

Therapist

Completes a comprehensive intake evaluation. Conducts individual and group therapy with clients. Completes two week and thirty day treatment reviews; completes discharge summaries requires comprehensive knowledge of youth's history, plan of care and discharge plan Advocacy with schools and other community avenues. Proficient in crisis intervention Available for consultation on a 24/7 hour on-call basis

Programming

Through the supportive programs and environment provided by Avery's Village, youth will:

- Strengthen their commitment to self, family, and community
- Develop healthy and productive relationships with community members
- Learn developmentally appropriate skills for living

Youth naturally grow with the right support, with our support, our youth will thrive. Our home has seven programmatic components, each design to address a too-often neglected aspect of positive youth development:

five Milestones of our Program

***PBIS (Positive Behavior Intervention Support
Safety Level System***

Community Mentors ("Friends of the Family Program")

Healthy Living (Diet, Hygiene, Wellness, and Self-Care) ("R.E.A.D.Y, Sit, Grow")

Purpose-Driven & Skilled Living (Culture, Community, Career, and Commerce)

Community Mentors ("Friends of the Family Program")

Too often, we see children who have role models who are not productive citizens in our communities. The "Friends of the Family" program aims to find stable and reliable mentors and

allow them to cultivate healthy, growth-focused relationships with Avery's Village youth. Through this program, we believe we will bridge the gap between positive role models and kids who desire additional support and guidance.

Healthy Living (Diet, Hygiene, Wellness, and Self-Care) ("R.E.A.D.Y, Sit, Grow")

The "R.E.A.D.Y, Sit, Grow" program focuses on four key pillars: Diet, Hygiene, Wellness, and Self-Care. This program is designed to promote holistic health where our youth learn how to care properly for their minds, bodies, spirits, homes, and one another. In addition to the athletics and physical activities, this program will create space for Avery's Village youth to learn the benefits of mindfulness-based activities and responsibly interact with nature.

Purpose-Driven & Skilled Living (Culture, Community, Career, and Commerce)

The Purpose-Drive & Skilled Living (PDSL) program is designed to support the development of older adolescents as they prepare to age out of Avery's Village. PDSL includes personalized career counseling as well as a series of seminars and action-learning opportunities that improve our youths' financial literacy, cultural awareness and humility, and commitment to service and social uplift. Through the PDSL program our youth will establish and act on their plans for exploring and achieving their academic and vocational goals.

PBIS

Positive Behavior Interventions and Supports (PBIS) is a proactive approach to establishing the behavioral supports and social culture and needed for all students in a school to achieve social, emotional and academic success. Attention is focused on creating and sustaining primary (school-wide), secondary (classroom), and tertiary (individual) systems of support that improve lifestyle results (personal, health, social, family, work, recreation) for all youth by making targeted misbehavior less effective, efficient, and relevant, and desired behavior more functional.

Target Population

Avery's Village provides supportive services and healthy homes to all youth, regardless of their demographics or social standing. The location of our children's home was intentionally selected with Kansas youth in mind.

Capacity

Our children's home is constructed to ADA compliant standards, and the children's home is furnished and equipped to house 45 youth, safely and comfortably.

Training

All of the support staff at Avery's Village will complete a comprehensive induction training package as per the State Minimum Standards.

The induction-training package includes:

Mandated Reporter Training

First Aid/ CPR Training

Report Writing Training

Restraint and Seclusion Training (SCM)

De-escalation Training

Group Training

Emergency Training

Daily Schedule



M-02 Client School Schedule

EVERY'S VILLAGE

09/01/19

Time	Littles	Notes	Bigs	Notes
06:00 am – 06:30 am			Ready Medication Breakfast	
06:30 am – 06:40 am			Drop off	Schlagle HS
07:00 am – 07:30 am	Ready Medication Breakfast			
07:30 am – 07:40 am	Drop off	Gloria Willis MS		
07:50 am – 08:10 am	Drop off	Northwest MS		
08:50 am – 09:00 am	Bus Ride	Hazel Grove ES		
Wednesday (09:00 am – 02:00 pm) School				
12:00 pm – 12:00 pm		MS Med		
12:15 pm – 12:25 pm			Pick Up	Schlagle HS
12:35 pm – 01:05 pm			Snack 1	
12:45 pm – 12:55 pm	Pick Up	Gloria Willis MS		
12:40 pm – 12:50 pm	Pick Up	Northwest MS		
01:05 pm – 01:35 pm	Snack 1			
01:05 pm – 02:05 pm			Power Hour	
01:35 pm – 02:35 pm	Power Hour			
01:50 pm – 02:00 pm	Outside Bus	Hazel Grove ES		
02:05 pm – 04:00 pm	Snack 1 /Power Hour /Free Time III			
02:05 pm – 04:00 pm			Free Time	
02:35 pm – 04:00 pm	Free Time			
Mon, Tue, Thu & Fri (09:30 am – 04:00 pm) School				
02:15 pm – 02:25 pm			Pick Up	Schlagle HS
02:35 pm – 03:05 pm			Snack 1	
02:40 pm – 02:50 pm	Pick Up	Gloria Willis MS		
02:40 pm – 02:50 pm	Pick Up	Northwest MS		
02:50 pm – 03:20 pm	Snack 1			
03:05 pm – 04:05 pm			Power Hour	
03:20 pm – 04:20 pm	Power Hour			
03:50 pm – 04:00 pm	Outside Bus	Hazel Grove ES		
04:00 pm – 05:00 pm	Snack 1 & P.H. for IH and AT Med			
All Days (04:00 pm – 09:30 pm) Village Activities				
04:00 pm – 04:30 pm	Activity 1		Activity 1	
04:30 pm – 05:00 pm	Activity 2		Activity 2	
05:00 pm – 05:30 pm	Activity 3		Activity 3	
05:30 pm – 06:00 pm	Activity 4		Activity 4	
06:00 pm – 06:30 pm	Dinner	MS Meds	Activity 5	
06:30 pm – 07:00 pm	Activity 5		Dinner	
07:00 pm – 07:30 pm	Activity 6		Activity 6	
07:30 pm – 08:00 pm	Medication		Activity 7	
08:00 pm – 08:30 pm	Activity 7		Medication	
08:30 pm – 09:00 pm	Bed Time		Activity 8	
09:00 pm – 09:30 pm	Sleep		Bed Time	

Contraband List

The following list includes some of
The items that residents are NOT allowed to have
On the unit:

Valuable items, especially those that cannot be replaced

Large amounts of money, credit cards, and checkbooks

Cosmetics or personal care products that contain alcohol

Glass or ceramic containers

Aerosol cans

Sharp objects (such as razor blades, safety pins, needles, etc.)

Keys

Wire clothes hangers

Cigarettes and other tobacco products

Matches, lighters, and other flammable materials

Illicit drugs, Prescription and/or illegal substances

Drug paraphernalia

Sexually oriented materials

Weapons, including any form of knife

Cameras Cell Phones Laptops and/or recording devices

Personal items or clothing with writing or pictures suggestive of drugs, alcohol, sex, violence,
the occult, or anything determined by staff to be inappropriate

All material brought into the Facility, including personal belongings, packages and
Suitcases are subject to safety searches by the staff. Electrical appliances such as
Radios, hair dryers and curling irons must be placed in a storage basket, where
Residents as needed may check them out

Site Photographs Provided by Staff, Dated December 17, 2021:



Site Photographs Provided by Staff, Dated December 17, 2021:



Site Photographs Provided by Staff, Dated December 17, 2021:



Site Photographs Provided by Staff, Dated December 17, 2021:



Site Photographs Provided by Applicant, Dated December 30, 2021



Site Photographs Provided by Applicant, Dated December 30, 2021



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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
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Email: planninginfo@wycokck.org

To: Unified Government Board of Commissioners

From: Planning and Urban Design Staff

Date: January 27, 2022

Re: COZ2021-047 and MPL2021-025

GENERAL INFORMATION

Applicant:
Mike Makris

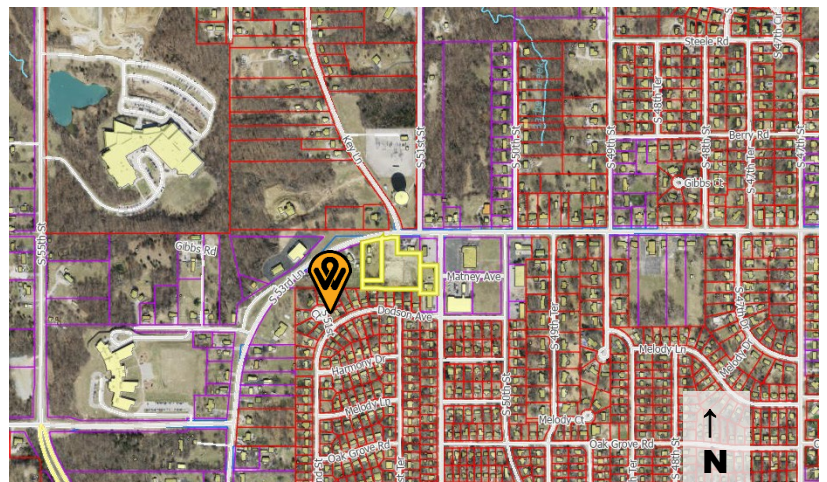
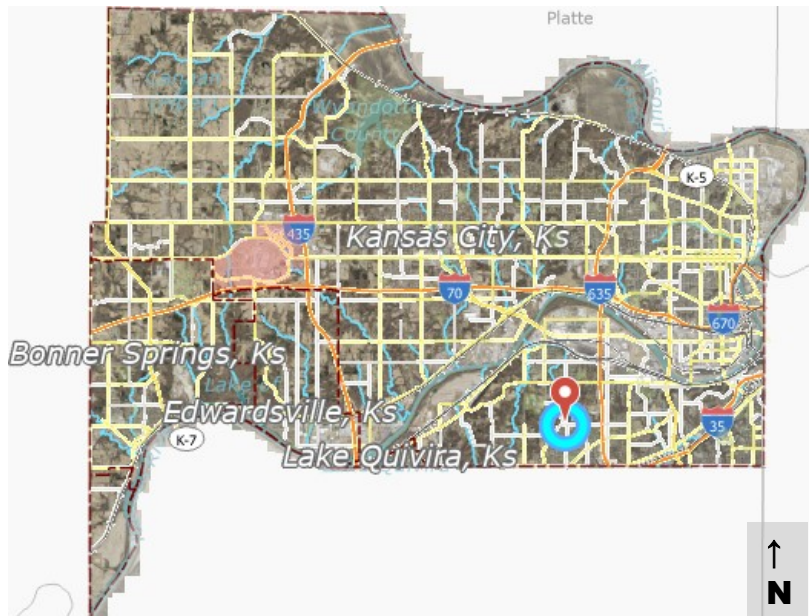
Status of Applicant:
Representative
BHC
7101 College Boulevard,
Suite 400
Overland Park, Kansas
66210

Requested Actions:
Approval of a Change of
Zone.

Approval of a Master Plan
Amendment.

Date of Application:
October 27, 2021

Purpose:
Change of Zone from R-1 Single-Family District, C-1 Limited Business District, and CP-1 Planned Limited Business District to RP-4 Planned Garden Apartment District.



Purpose (cont.):	Master Plan Amendment of the City-Wide Master Plan land use designation from Low-Density Residential and Community Commercial to Medium-Density Residential.
Property Location:	2416 & 2416A South 51 st Street, and 5115 and 5125 Gibbs Road Kansas City, Kansas 66106
Commission Districts:	At-Large District # 2 Commissioner: Tom Burroughs District #6 Commissioner: Angela Markley
Existing Zoning:	R-1 Single Family District; C-1 Limited Business District; CP-0 Planned Non-Retail Business District
Adjacent Zoning:	North: R-1 Single-Family District; CP-3 Planned Commercial District South: R-1 Single-Family District; CP-1 Planned Limited Business District East: CP-1 Planned Limited Business District; CP-3 Planned Commercial District West: R-1 Single-Family District
Adjacent Uses:	North: Single-family residences; Board of Public Utilities facility; Auto repair shop South: Single-family residences; Multi-tenant commercial building East: Auto repair shop; Food market West: Single-family residences
Total Tract Size:	2416 & 2416 A South 51 st Street: 0.54 Acres 5115 Gibbs Road: 1.96 Acres 5125 Gibbs Road: 0.86 Acres
Master Plan Area:	The subject property is within the City-Wide Master Plan.
Master Plan Designation:	The City-Wide Master Plan designates the subject property as Community Commercial and Low-Density Residential. Community Commercial allows for special retail, sit-down restaurants. Convenience retail uses such as banks and drug stores; professional and office services; institutional uses such as churches, schools, and libraries; parks, plazas, and open space; and mixed-density residential uses. Community

Commercial discourages industrial uses, business parks, drive-through restaurants, and car lots. Low-Density Residential allows for single-family residences and institutions such as elementary and middle schools, libraries, and small places of worship. Low-Density Residential discourages all industrial uses. The cultural principles of the Low-Density Residential land use designation state that land use policies are geared to protect against industrial, commercial, and multi-family encroachment into established single-family neighborhoods.

Major Street Plan:

The Citywide Master Plan designates Holliday Drive as a Class B Thoroughfare.

Required Parking:

R-1 District (current zoning): Section 27-454(e) requires two (2) off-street parking spaces premises for each single-family dwelling, at least one of which shall be in a garage or carport.

C-1/CP-1 (current zoning): Section 27-464(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.

RP-4 District (proposed zoning): Section 27-459(d) requires one and one-half (1.5) parking spaces shall be provided for each dwelling unit that has one (1) bedroom or less. Two (2) parking spaces shall be provided for each dwelling unit that has two (2) bedrooms or more. Section 27-676(a) requires at least two (2) ADA-compliant parking spaces if 26 to 50 parking spaces are available to visitors. Each of the 32 units has two (2) bedrooms, which requires a total of 64 parking spaces. Of the parking spaces in the parking lot, two (2) must be ADA-compliant. The proposed site plan demonstrates a total of 72 parking spaces, 16 of which are located in attached garages and another 16 of which are located on private driveways. This is in compliance with both Section 27-459(d). There are 40 parking spaces available on the private drive, two (2) of which are ADA-compliant. This is in compliance with Section 27-676(a).

Advertisement:

The Wyandotte Echo – November 18, 2021;
December 16, 2021
Letters to Property Owners – November 19, 2021,
December 17, 2021 and January 19, 2022

Public Hearings: January 10, 2022 and January 27, 2022

Public Support: None to date.

Public Opposition: None to date.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Mike Makris with BHC, is requesting a Change of Zone and Master Plan Amendment for the subject properties at 2416 & 2416 A South 51st Street, and 5115 and 5125 Gibbs Road. The applicant is requesting a Change of Zone from R-1 Single-Family District, C-1 Limited Business District, and CP-1 Planned Limited Business District to RP-4 Planned Garden Apartment District. The applicant is requesting a Master Plan Amendment of the City-Wide Master Plan land use designation from Community Commercial and Low-Density Residential to Medium-Density Residential. The multi-family development will consist of seven (7) multi-family structures with a total of 32 dwelling units. The site plan contains three (3) townhome buildings containing four (4) units each, two (2) townhome buildings containing two (2) units each, and four (4) fourplexes. The development includes the demolition of an existing single-family residence at 5125 Gibbs Road and a water retention pond.

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

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

- May 2, 2003 – Community Policing Service Request
- August 1, 2007 – Environmental
- October 30, 2007 – Fire Damage
- June 7, 2021 – Administrative Citation
- July 26, 2021 – Abatement

FACTORS TO BE CONSIDERED

Change of Zone

1. Neighborhood character.

There are some commercial properties along Gibbs Road, to the east of the subject properties. After Gibbs Road turns to the southwest and becomes South 53rd Street, however, the properties are exclusively single-family residences situated on narrow, deep lots. Furthermore, there is access to Gibbs Road to the north and a neighborhood of single-family residences directly to the south of the subject properties.

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

Along Gibbs Road the properties are zoned commercial, while behind the collector street the neighborhoods are zoned for single-family residences. Multi-family housing is often used as a buffer between or a transition from commercial uses to single-family residences. The site plan places the one (1)-story buildings along the west and south of the subject property in order to create transition between the adjacent single-family residences and the two (2)-story residential buildings within the subject property. In this way, the proposed use is compatible with the nearby zoning and uses.

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

The subject property is proposed to be rezoned to the RP-4 Garden Apartment District, which is more restrictive and less intense in use than the any commercial zoning district and the RP-5 Apartment District. As previously mentioned in Factor #2, the site design allows for transition from adjacent single-family residences to multi-story, multi-family duplexes/fourplexes. Staff has received letters of opposition from neighbors, who are expressing concern that the removal of restrictions will detrimentally affect the nearby properties.

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

It is unclear how long the parcels have been vacant, but it has likely not been occupied since a Special Use Permit for an airsoft field/course was obtained in 2006.

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.*

Addressing the “missing middle” of housing in Wyandotte County is an important public policy issue. The applicant has yet to provide the expected rental rates for the apartment units, but a diversity of housing types/layouts is necessary. If designed, screened, and arranged properly, it should 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.*

Constructing a 32-unit apartment building on an approximately three (3)-acre property within a predominately single-family residential neighborhood will cause an increase in both traffic and parking demands in a way that could affect road capacity, safety, and parking problems. The applicant has submitted a traffic study report to address traffic concerns.

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

The Community Commercial and Low-Density Residential land use designations are not compatible with a Change of Zone to RP-4 Garden Apartment District. As such, the applicant has simultaneously applied for a Master Plan Amendment in order to change the land use designations from Community Commercial and Low-Density Residential to Medium-Density Residential.

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

Construction will always cause environmental harm. A major factor determining the environmental damage caused by construction is the increase in impermeable surfaces. In this situation that factor is mitigated by the fact that 5115 Gibbs Road already has an impermeable, concrete foundation from a demolished building. Therefore, the increase in impermeable surface area will not be as great as if the same apartment building and parking lot were built on an undeveloped lot.

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

a. *Water service*

Water lines must be installed on the property as part of the site development if they have not been installed already from the previous development.

b. *Sanitary sewer service*

Sanitary sewer lines are available on South 51st Street to the east and on Dodson Avenue to the south. Sewer lines may need to be extended and expanded to accommodate the proposed uses.

c. *Storm water control*

Storm water mains are located along Gibbs Road/South 53rd Street. The applicant will tie the storm sewer detention pond outlet to this storm sewer system.

d. *Police*

Police service is provided by South Division, District #334.

e. *Fire*

Fire service is provided by Fire Station #17.

f. Transit

There are no public transportation lines that run within a reasonable distance of the property.

g. Schools

Public education is provided by Oak Grove Elementary School, Turner Middle School, and Turner High School, under Turner USD 202.

h. Streets

No additional streets will be created.

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

The development will create an additional 32 units of housing and property taxes on a previously vacant property. The applicant is seeking to construct the housing for community member aged 55 or greater.

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

Under Section 27-459(g), all Changes of Zone to RP-4 are subject to planned zoning, due to the fact that developments allowed after the rezoning process are often different enough from their surrounding neighborhood that a well-planned transition is “important to the public welfare”. Therefore, the proposed use will meet all applicable ordinances by working with Staff as part of the planned zoning requirements.

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

As previously addressed, increasing middle housing options in Wyandotte County is important to the future growth of the county. While this would create a gain for the public as a whole, there are still concerns about the detrimental effects a 32-unit apartment building would have on the neighbors. Due to these concerns, Staff cannot yet assert that there is a relative gain of the public health, safety, and welfare as compared to the hardship imposed on the individual landowner or landowners until the applicant submits the requested responses found in the “Staff Recommendations” section of this report.

Master Plan Amendment

1. Neighborhood character.

See Change of Zone Review Factor #1.

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

See Change of Zone Review Factor #6.

- 3. *The extent to which utilities and public services are available and adequate to serve the proposed amendment and the extent to which the environment would be impacted.***

5115 Gibbs Road used to have a commercial building, and 5125 Gibbs Road still has a residence on it. Given the history of the subject properties, there is likely already utility lines serving the property; but these lines may need to be extended, expanded, and/or repaired before they can satisfactorily serve the proposed use. Staff can confirm that sanitary sewer lines are available on South 51st Street to the east and on Dodson Avenue to the south, and that storm water mains are valuable and are located along Gibbs Road/South 53rd Street.

- 4. *The difference between the existing and proposed Master Plan.***

See Change of Zone Review Factor #7.

- 5. *Analysis of the impact on surrounding properties.***

See Change of Zone Review Factors #2, 3, and 6.

- 6. *Estimate the future costs and revenues to the Unified Government and property owner and Market Impact.***

See Change of Zone Review Factor #10.

PREVIOUS ACTIONS

- SP-2006-44 (Special Use Permit for an airsoft field/course)
- COZ 3243 (denied in 2021)
- MP-2020-8 (denied in 2021)
- TOWER VIEW APARTMENTS Preliminary and Final Plat (denied in 2021)

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on November 29, 2021 at 4826 County Line Road. Attached is the list of persons who attended the meeting, minutes, affidavit and/or submitted comments to the applicant (see “Neighborhood Meeting Materials” within the *Attachments* section of this report).

KEY ISSUES

Development Plans
Erosion Control Mitigation Measures
Ingress and Egress
Landscape and Buffering
Multi-Family Design Guidelines
Neighborhood Character
Parking
Site Design
Traffic

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 8 to 0 to recommend **APPROVAL** of Master Plan Amendment **MPL2021-025** and Change of Zone Application **COZ2021-047**, subject to:

- 1) There must be an architectural screening wall to create a buffer between the subject property and the single-family residences to the south and west. Submit a revised landscape plan demonstrating an architecturally screened wall and submit elevations for said wall;
- 2) The applicant has not provided proposed amenities for the development. The applicant must submit all amenity plans for the development as part of the submission process for the Final Plan Review. All amenities shall be built within the first phase of the development.
- 3) The development must comply with the Multi-Family Residential Design Guidelines, per the City-Wide Master Plan;
- 4) The following requirements of the Multi-Family Design Guidelines have been met and must be incorporated into the development of the site as shown on the submitted site plans:
 - a. All pedestrian walkways shall be designed to provide direct access and connections to and between the following:
 - i. The primary entrance or entrances to each principal multi-family building;
 - ii. To any sidewalks or walkways on adjacent properties that extend to the boundaries shared with the multi-family development;
 - iii. Any adjacent commercial land uses, including but not limited to retail shopping centers, office buildings, restaurants, or personal service establishments; and
 - iv. Any adjacent public park, greenway, or other public/semi-public use including but not limited to schools, libraries, churches, parks, etc.
 - b. The maximum length of a multi-family residential building shall be 200 feet.
 - c. No more than six (6) townhome units shall be attached in any single row.

- d. Unity of design will be maintained through the use of similar materials and colors throughout all multifamily developments.
- 5) The following requirements of the Multi-Family Design Guidelines have not been met and must be met during the Final Plan process:
 - a. Pedestrian walkways and sidewalks shall be a minimum of six-feet (6') wide.
 - b. To the maximum extent feasible, garage entries, carports, parking areas, and parking structures shall be internalized in building groupings or oriented away from the arterial or collector street frontage.
 - c. Provide distinctive, quality, consistent, architectural character and style in new multi-family development that avoids monotonous and featureless building massing and design.
 - d. All sides of a multi-family 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.
 - e. All building entries adjacent to an arterial, collector or local street or private drive with on-street parking shall be pedestrian-scaled. Pedestrian-scaled entries are those that provide an expression of human activity or use in relation to building size. Doors, windows, entrance-ways, and other features such as corners, setbacks, and offsets can be used to create pedestrian scale.
 - f. Fronts of buildings should be articulated through the use of bays, insets, balconies, porches, or stoops related to entrances and windows.
 - g. On buildings where sloping roofs are the predominant roof type, each building shall have a variety of roof forms. For instance, a gable or hip configuration should be used with complimentary sheds, dormers, and other minor elements. Other roof forms will be considered on a case-by-case basis. On buildings where flat roofs are the predominant roof type, parapet walls shall vary in height and/or shape at least one every fifty-feet (50') of building wall length.
 - h. For all multi-family buildings including duplexes, triplexes, fourplexes and townhomes, an amount equal to forty percent (40%) of the total net exterior wall area of each building elevation, excluding gables, windows, door, and related trim, shall be brick or stone. The balance of next exterior wall may be lap siding (excluding vinyl lap siding) and/or stucco.
 - i. Landscaping is required to screen all parking areas and service entries.
- 6) It is unclear if the following requirements of the Multi-Family Design Guidelines have been met. In the Final Plan Review process, the applicant must provide further explanation or demonstration for the following:
 - a. There should be a consistency in architectural style among multiple buildings within a development and surrounding area. Each building should have a definitive and consistent style. Mixing of various architectural styles on the same building or buildings dilutes the character of the area.

- b. All multi-family building elevations shall contain windows, except when necessary to assure privacy for adjacent property owners. Windows should be located to maximize the possibility of occupant surveillance of entryways, recreation areas, and laundry areas.
 - c. High-quality building materials will be used that are durable, attractive, and have low maintenance requirements.
 - d. Exterior building materials shall not include the following:
 - i. Board and batten wood;
 - ii. Smooth-faced or gray concrete block;
 - iii. Painted concrete block;
 - iv. Tilt-up concrete panels;
 - v. Field painted or pre-finished standard corrugated metal siding;
 - vi. Standard single or double tee concrete systems; and
 - vii. Vinyl siding.
 - e. Predominant roof materials shall be high quality, durable material such as, but not limited to:
 - i. Wood shake shingles;
 - ii. Clay or concrete tiles;
 - iii. Composition shingles;
 - iv. Asphalt shingles; and
 - v. Other materials considered on a case-by-case basis.
- 7) The applicant has not provided the most recent full set of elevations for all building types proposed. In the Final Plan Review process, the applicant must provide elevations for all four (4) sides of each building type that will be on site;
 - 8) In the Final Plan Review process, a materials palette for all proposed building typologies must be submitted to Staff to verify compliant, and consistent or complementary materials throughout the subject property;
 - 9) A building permit is required. Please contact the Building Inspection Department to begin that process;
 - 10) 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;
 - 11) 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;
 - 12) Site improvements that include land disturbance activity on greater than 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, Sections 8-610—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, KS 66101, (913) 573-5700. With the issuance of the Land Disturbance Permit, a grading permit is required and issued by the Building Inspections

- Department, Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102, (913) 573-8620; and,
- 13) 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 **MPL2021-025** and **COZ2021-047**, subject to all comments and suggestions outlined in this staff report, and the conditions of the City Planning Commission.

ATTACHMENTS

January 10, 2022 City Planning Commission Minutes
Aerial Map
Zoning Map
Land Use Map
Neighborhood Meeting Minutes
Staff Site Photos of 2416 & 2416A South 51st Street, and 5115 and 5125 Gibbs Road,
Dated December 2, 2021
Site Plan
Landscape Plan
Grading Plan
Elevations and Floor Plans

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>Board of Commissioners</u>
Public Hearing		
Change of Zone	January 10, 2022 Approval	January 27, 2022
Master Plan	January 10, 2022 Approval	January 27, 2022

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

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petitions **MPL2021-025 and COZ2021-047** 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** Petitions **MPL2021-025 and COZ2021-047**, as they are 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.

January 10, 2022 City Planning Commission Minutes:

Hearing starts at 1:27:00:

MASTER PLAN AMENDMENT MPL2021-025 – MICHAEL MAKRIS WITH BHC RHODES – SYNOPSIS: Master Plan Amendment from Community Commercial and Low Density Residential to Medium Density Residential (City-Wide Master Plan) at 2416 and 2416A South 51st Street, 5115 Gibbs Road and 5125 Gibbs Road.

CHANGE OF ZONE APPLICATION COZ2021-047 – MICHAEL MAKRIS WITH BHC RHODES – SYNOPSIS: Change of Zone from R-1 Single Family, C-1 Limited Business and CP-1 Planned Limited Business Districts to RP-4 Planned Garden Apartment District for Tower View Townhomes at 2416 and 2416A South 51st Street, 5115 Gibbs Road and 5125 Gibbs Road.

Detailed Outline of Requested Action: The applicant, Mike Makris with BHC, is requesting a Change of Zone and Master Plan Amendment for the subject properties at 2416 & 2416 A South 51st Street, and 5115 and 5125 Gibbs Road. The applicant is requesting a Change of Zone from R-1 Single-Family District, C-1 Limited Business District, and CP-1 Planned Limited Business District to RP-4 Planned Garden Apartment District. The applicant is requesting a Master Plan Amendment of the City-Wide Master Plan land use designation from Community Commercial and Low-Density Residential to Medium-Density Residential. The multi-family development will consist of seven (7) multi-family structures with a total of 32 dwelling units. The site plan contains three (3) townhome buildings containing four (4) units each, two (2) townhome buildings containing two (2) units each, and four (4) fourplexes. The development includes the

demolition of an existing single-family residence at 5125 Gibbs Road and a water retention pond.

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

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

- May 2, 2003 – Community Policing Service Request
- August 1, 2007 – Environmental
- October 30, 2007 – Fire Damage
- June 7, 2021 – Administrative Citation
- July 26, 2021 – Abatement

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 January 10, 2022;
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:

- Michael Makris, BHC Rhodes, applicant and owner's representative, 7101 College Boulevard, Suite 400, Overland Park, Kansas 66210
- Conrad Miller, owner

Present in Opposition:

- No one appeared

Staff Recommendation starts at 1:45:24: Planning Director Hand stated that the request is for a Change of Zone and Master Plan Amendment for property in the Turner area. The rezoning request has been amended from RP-5 Planned Apartment District to RP-4 Planned Garden Apartment District. This site is the location of the former bowling alley. The submitted application is significantly different than the application submitted early last year. He stated that there are old notices of violation that do not pertain to this proposal. Staff has received no letters in support nor opposition. Director Hand stated that the applicant has requested that Conditions 8 and 10 be removed, which specifically related to the Director's interpretation of the Commercial Design Guidelines. Staff has no objections to the removal of Conditions 8 and 10 with the understanding that Staff expects to have further dialogue with the applicant concerning

the design and building orientation. These items will be addressed prior to the hearing on the Final Development Plan. He further stated that the applicant will be required to comply with the Multi-Family Design Guidelines. Staff recommend approval subject to the conditions in the staff report.

The Planning Commission directed questions to Staff.

Motion and Vote starts at 1:53:35:

On motion by Mr. Ernst, seconded by Mrs. Jones, the Planning Commission voted as follows to **recommend APPROVAL of Master Plan Amendment MPL2021-025:**

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

Motion to recommend APPROVAL Passed: 8 to 0

Subject to:

- 1) There must be an architectural screening wall to create a buffer between the subject property and the single-family residences to the south and west. Submit a revised landscape plan demonstrating an architecturally screened wall and submit elevations for said wall;
- 2) The applicant has not provided proposed amenities for the development. The applicant must submit all amenity plans for the development as part of the submission process for the Final Plan Review. All amenities shall be built within the first phase of the development.
- 3) The development must comply with the Multi-Family Residential Design Guidelines, per the City-Wide Master Plan;
- 4) The following requirements of the Multi-Family Design Guidelines have been met and must be incorporated into the development of the site as shown on the submitted site plans:
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 - i. The primary entrance or entrances to each principal multi-family building;
 - ii. To any sidewalks or walkways on adjacent properties that extend to the boundaries shared with the multi-family development;
 - iii. Any adjacent commercial land uses, including but not limited to retail shopping centers, office buildings, restaurants, or personal service establishments; and
 - iv. Any adjacent public park, greenway, or other public/semi-public use including but not limited to schools, libraries, churches, parks, etc.

- b. The maximum length of a multi-family residential building shall be 200 feet.
 - c. No more than six (6) townhome units shall be attached in any single row.
 - d. Unity of design will be maintained through the use of similar materials and colors throughout all multifamily developments.
- 5) The following requirements of the Multi-Family Design Guidelines have not been met and must be met during the Final Plan process:
- a. Pedestrian walkways and sidewalks shall be a minimum of six-feet (6') wide.
 - b. To the maximum extent feasible, garage entries, carports, parking areas, and parking structures shall be internalized in building groupings or oriented away from the arterial or collector street frontage.
 - c. Provide distinctive, quality, consistent, architectural character and style in new multi-family development that avoids monotonous and featureless building massing and design.
 - d. All sides of a multi-family 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.
 - e. All building entries adjacent to an arterial, collector or local street or private drive with on-street parking shall be pedestrian-scaled. Pedestrian-scaled entries are those that provide an expression of human activity or use in relation to building size. Doors, windows, entrance-ways, and other features such as corners, setbacks, and offsets can be used to create pedestrian scale.
 - f. Fronts of buildings should be articulated through the use of bays, insets, balconies, porches, or stoops related to entrances and windows.
 - g. On buildings where sloping roofs are the predominant roof type, each building shall have a variety of roof forms. For instance, a gable or hip configuration should be used with complimentary sheds, dormers, and other minor elements. Other roof forms will be considered on a case-by-case basis. On buildings where flat roofs are the predominant roof type, parapet walls shall vary in height and/or shape at least one every fifty-feet (50') of building wall length.
 - h. For all multi-family buildings including duplexes, triplexes, fourplexes and townhomes, an amount equal to forty percent (40%) of the total net exterior wall area of each building elevation, excluding gables, windows, door, and related trim, shall be brick or stone. The balance of next exterior wall may be lap siding (excluding vinyl lap siding) and/or stucco.
 - i. Landscaping is required to screen all parking areas and service entries.
- 6) It is unclear if the following requirements of the Multi-Family Design Guidelines have been met. In the Final Plan Review process, the applicant must provide further explanation or demonstration for the following:

- a. There should be a consistency in architectural style among multiple buildings within a development and surrounding area. Each building should have a definitive and consistent style. Mixing of various architectural styles on the same building or buildings dilutes the character of the area.
 - b. All multi-family building elevations shall contain windows, except when necessary to assure privacy for adjacent property owners. Windows should be located to maximize the possibility of occupant surveillance of entryways, recreation areas, and laundry areas.
 - c. High-quality building materials will be used that are durable, attractive, and have low maintenance requirements.
 - d. Exterior building materials shall not include the following:
 - i. Board and batten wood;
 - ii. Smooth-faced or gray concrete block;
 - iii. Painted concrete block;
 - iv. Tilt-up concrete panels;
 - v. Field painted or pre-finished standard corrugated metal siding;
 - vi. Standard single or double tee concrete systems; and
 - vii. Vinyl siding.
 - e. Predominant roof materials shall be high quality, durable material such as, but not limited to:
 - i. Wood shake shingles;
 - ii. Clay or concrete tiles;
 - iii. Composition shingles;
 - iv. Asphalt shingles; and
 - v. Other materials considered on a case-by-case basis.
- 7) The applicant has not provided the most recent full set of elevations for all building types proposed. In the Final Plan Review process, the applicant must provide elevations for all four (4) sides of each building type that will be on site;
 - 8) In the Final Plan Review process, a materials palette for all proposed building typologies must be submitted to Staff to verify compliant, and consistent or complementary materials throughout the subject property;
 - 9) A building permit is required. Please contact the Building Inspection Department to begin that process;
 - 10) 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;
 - 11) 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;
 - 12) Site improvements that include land disturbance activity on greater than 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, Sections 8-610—8-618). Land disturbance fees shall be processed by UG Public Works

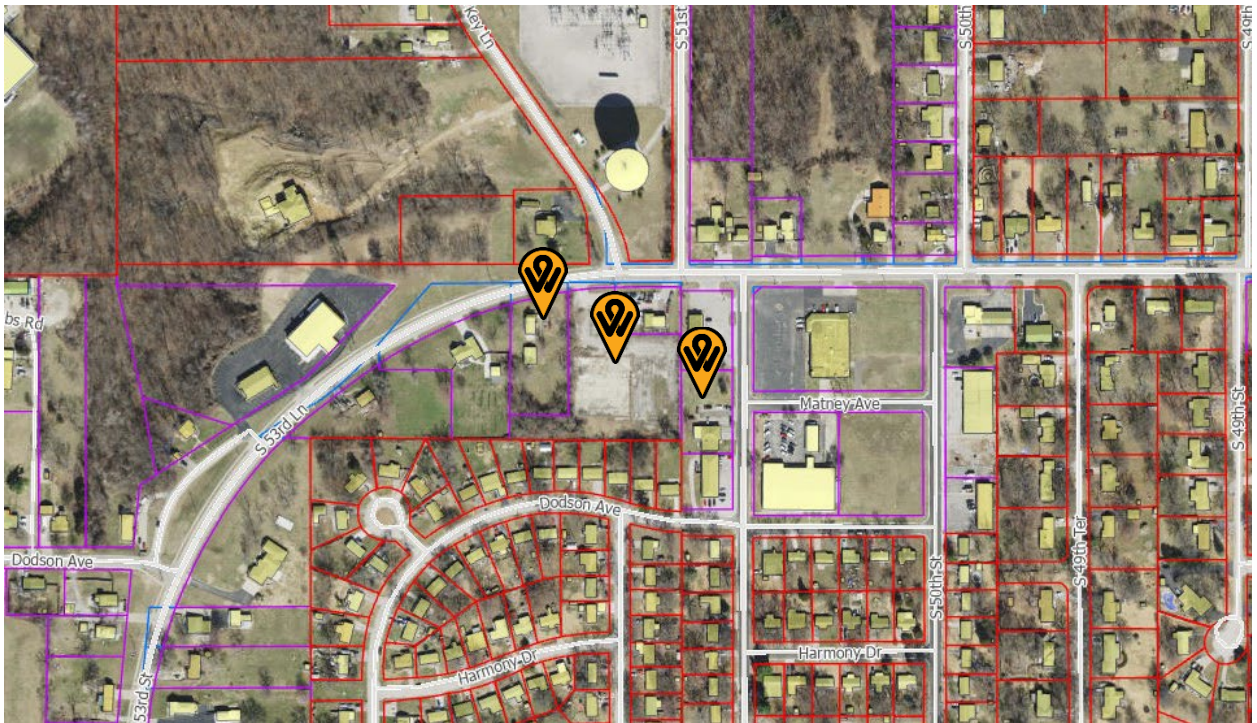
- during the land disturbance/ Site Development application. The Land Disturbance permit and all applicable Public Works permits can be obtained from the Public Works department, 701 North 7th Street, KS 66101, (913) 573-5700. With the issuance of the Land Disturbance Permit, a grading permit is required and issued by the Building Inspections Department, Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102, (913) 573-8620; and,
- 13) 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.

On motion by Mr. Ernst, seconded by Dr. Hill, the Planning Commission voted as follows to **recommend APPROVAL of Change of Zone COZ2021-047 to RP-4 Planned Garden Apartment District:**

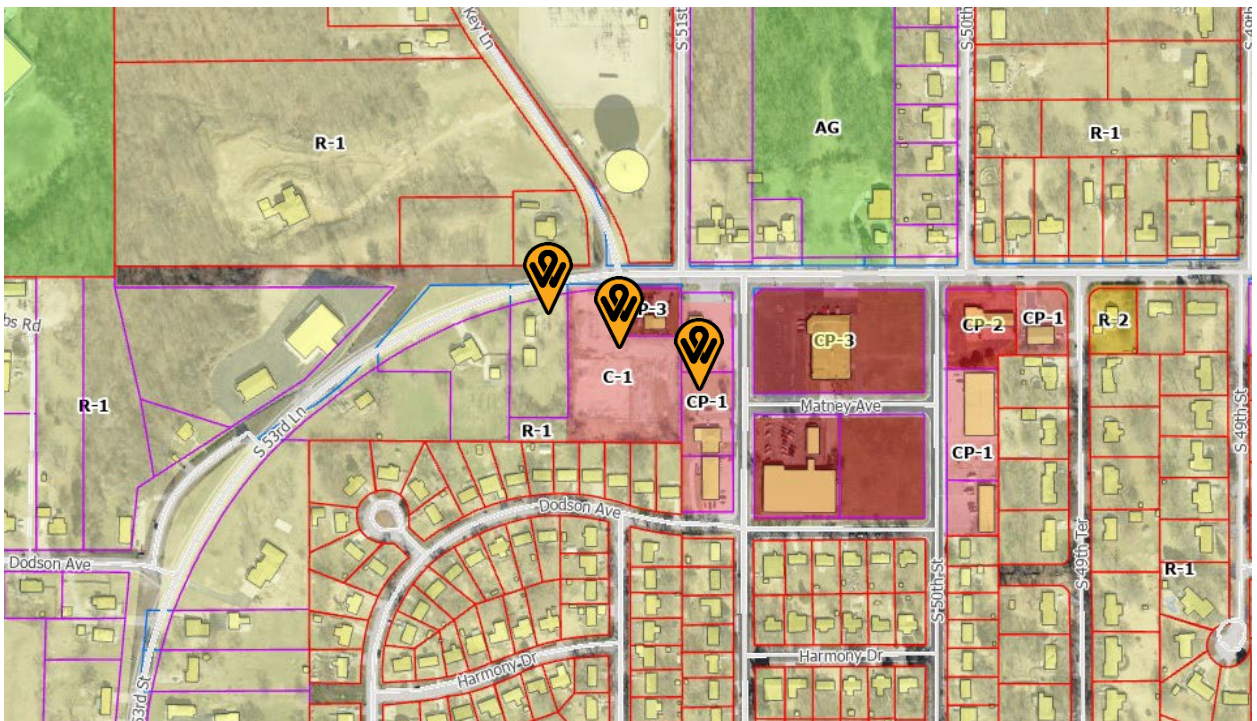
Carson	Chairman
Mohler	Aye
Pauley	Aye
Armstrong	Aye
Connelly	Aye
Ernst	Aye
Hill	Aye
Jones	Aye
Miller	Aye

Motion to recommend APPROVAL Passed: 8 to 0
Subject to the above conditions

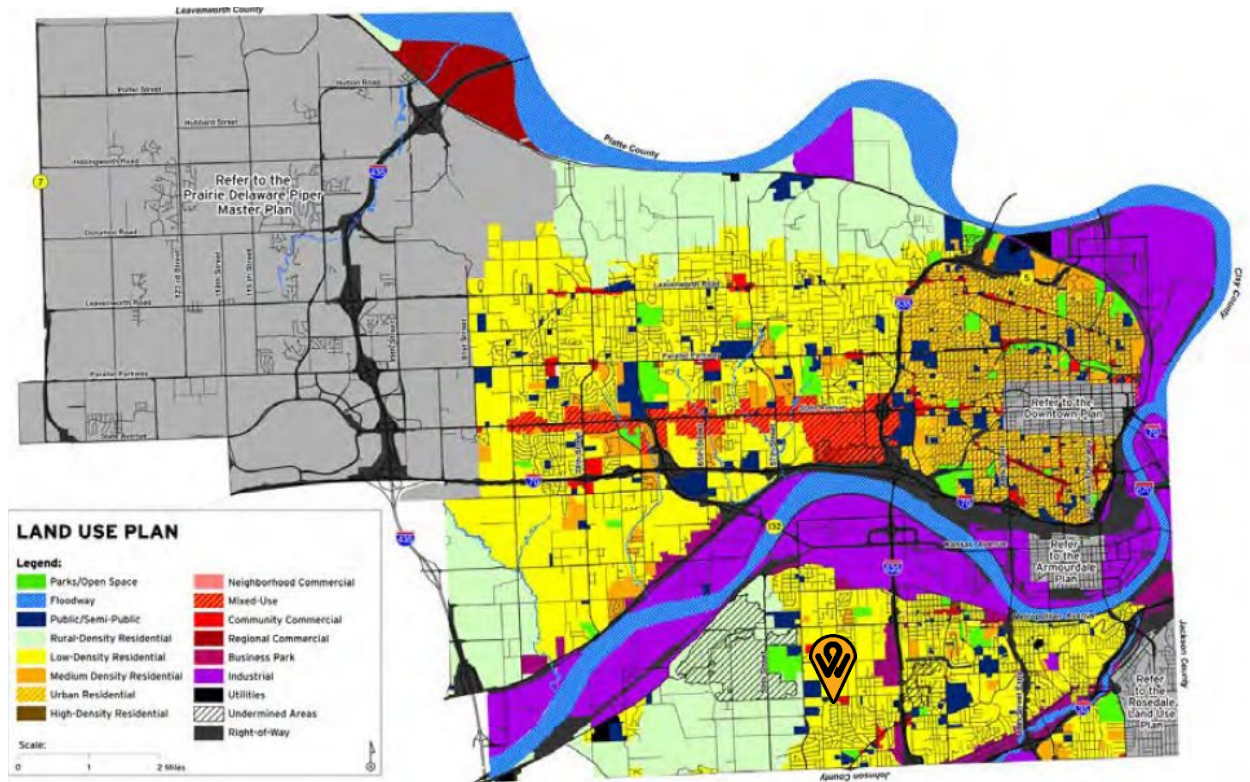
AERIAL MAP



ZONING MAP



LAND USE MAP



NEIGHBORHOOD MEETING MINUTES

NEIGHBORHOOD MEETING AGENDA

Application Number COZ2021-047/MPL2021-025 - 2416, 2416A S. 51st
AND 5115 and 5125 GIBBS ROAD

Date and Location: November 29, 2021, Bristol United Methodist Church

1. Meeting called to order at: 6:00

2. Introductions. Mike Makris from BHC, Engineers

Conrad Miller, Jr.- Turner Townhomes

3. Presentation of Project

4. Questions and answers. The UG requires that we report the following if there are questions.

- Name of person who asked question or gave comment
- What was the question or comment
- Who answered the question/comment
- What was the answer given

Questions can also be submitted by email to conrad@mlfks.com or to Conrad Miller at 913-912-7070 and they will be shared with the planning and use department.

Meeting adjourned at: 7:20

NEIGHBORHOOD MEETING MINUTES, CONT.

NEIGHBORHOOD MEETING SIGN IN SHEET

Application Number COZ2021-047/MPL2021-025 - 2416, 2416A S. 51st
AND 5115 and 5125 GIBBS ROAD

NAME	ADDRESS	CONTACT INFO
Jean Magal	2624 S. 52nd	913-262-9084
Charles Feldman	2525 South 53rd	
Judith A Feldman	2525 South 53rd	
Kendall McRae	1303 S. 53rd	913-755-9108
Dennis Grindel	3419 Gibbs Rd	913-907-5658
Mary Jean Grindel	3419 Gibbs Rd.	913-593-3211
Rusty Quick	2437 S 53rd Ave	913-226-0553
Cindi Kenzler	5141 Gibbs Rd.	713-263-8967
Jackie Pierce	5141 Gibbs Rd	816-820-7371
Chandra Ward	5124 Lakewood St.	913-909-0654
Pat Petty	5316 Lakewood St	913-579-3741
MIKE MARRIS	7101 COLLEGE BLVD.	
(BHC) - CIVIL ENG	801, KS 66210	913-663-1900
Ian Jones	7101 College Blvd	
(BHC - CIVIL ENG)	OP, KS 66210	913-663-1900
Alex Haddock	3009 S. 53rd	722-2126
Brenda Kill	5548 prairie Dr.	816-804-9868

NEIGHBORHOOD MEETING MINUTES, CONT.

Tower View Townhomes Neighborhood Meeting
Monday, November 29, 2021
Meeting Minutes

Meeting Hosted at Bristol Hill United Methodist Church, 4826 County Line Road, Kansas City, KS

Meeting Start 6:01 PM

- Conrad Miller welcomed Neighbors.
- Mr. Miller gave overview of history of project and explained the current plan to construct 32 units for senior housing.
- At previous Planning Commission and City Council meetings neighbors requested that an alternative of single-family homes be considered. Mr. Miller explained that civil infrastructure cost is projected to be close to \$1.2 Million and a single-family housing project is not feasible.
- Mr. Miller To manage the civil infrastructure cost some increased density is need and that creates the 32-unit plan being applied for.
- Mr. Miller explained that there will be some privacy fence surrounding the facility in addition to landscape screening.
- Mr. Miller explained the project is intended to be deed restricted to 55 and up housing. That requires that 80% of homes be restricted to 55 and up.

- Neighbor raised concerns regarding sun light affecting drivers heading east onto Gibbs Road.
Mr. Miller explained that an adequate site triangle can be created with the removal of tree and there is a discussion to be had with City Staff to restrict the Gibbs Road entrance to right-in/right-out only.
- Multiple neighbors expressed concerns about renters.

Mr. Miller explained that the HOA/developer cannot completely restrict rental. However, HOA can enforce rules on renting and give notice of eviction. Also require that the lease be provided to the HOA.

Mr. Miller also explained that short term rentals (I.E. Air BNB) are not allowed.

- Senator Petty asks how much HOA dues will be.

Mr. Miller explained that HOA dues are undetermined at this time.

(Following Senator Petty's question multiple neighbors raised additional questions regarding HOA operation, conversationally and names unable to be captured)

- Question: What happens if owner doesn't pay HOA dues?

Mr. Miller explained that a lien can be put on the property and services can be withheld.

- Question: Who sets up HOA?

Mr. Miller explained that the developer sets up the HOA after a certain percentage of homes are sold/occupied, the HOA management is headed over to elected board/officers.

- Question: What happens if HOA ends?

Mr. Miller explained that it is up to the Homeowners to keep up the HOA.

NEIGHBORHOOD MEETING MINUTES, CONT.

- Conversation among neighbors regarding additional concerns on rentals:

Neighbors explained that the city requires rental license and if they do not obtain neighbors can report the city. Mr. Miller added that the HOA can require that they HOA have the authority to review the lease.

- Question: Can seniors allow grandkids to move in?

Mr. Miller said he was not certain and that he would check.

- Question: Will townhomes have a basement.

Mr. Makris stated that they are not required and not planned.

- Question: Can multiple senior couples live in residence?

Mr. Miller stated that he wasn't sure if and how that could be restricted.

- Neighbor raised concerns on detention maintenance.

Mr. Makris stated that it will be the owner's, in this case the HOA's, responsibility to maintain and that the city has mechanisms to enforce detention maintenance.

- Question: Will these have a walk-in closet?

Mr. Miller stated that that is an architecture decision, but yes, one room will likely have a walk-in closet.

- Questions from multiple neighbors on how these will be built.

- o All at once?
- o As they are sold?

Mr. Miller stated that it is cost effective to build all at once so the preference is to build all at once.

- Question on sidewalk along Gibbs.

Mr. Makris explained that the sidewalk will be built as public improvement in the public right-of-way for eventual city ownership.

- Meeting End 7:04 PM

Minutes taken by Michael Makris, BHC

NEIGHBORHOOD MEETING MINUTES, CONT.

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF KANSAS)
) SS:
COUNTY OF WYANDOTTE)

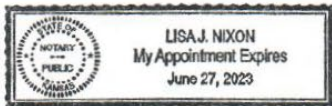
Comes now Mike Makris, of lawful age, sound mind and upon his/her oath states as follows:

1. That I am the petitioner for Petition # COZ2021-047/MPL2021-025 - 2416, 2416A S. 51st AND 5115 and 5125 GIBBS ROAD.
2. That I conducted a neighborhood meeting on November 29, 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.


Mike Makris

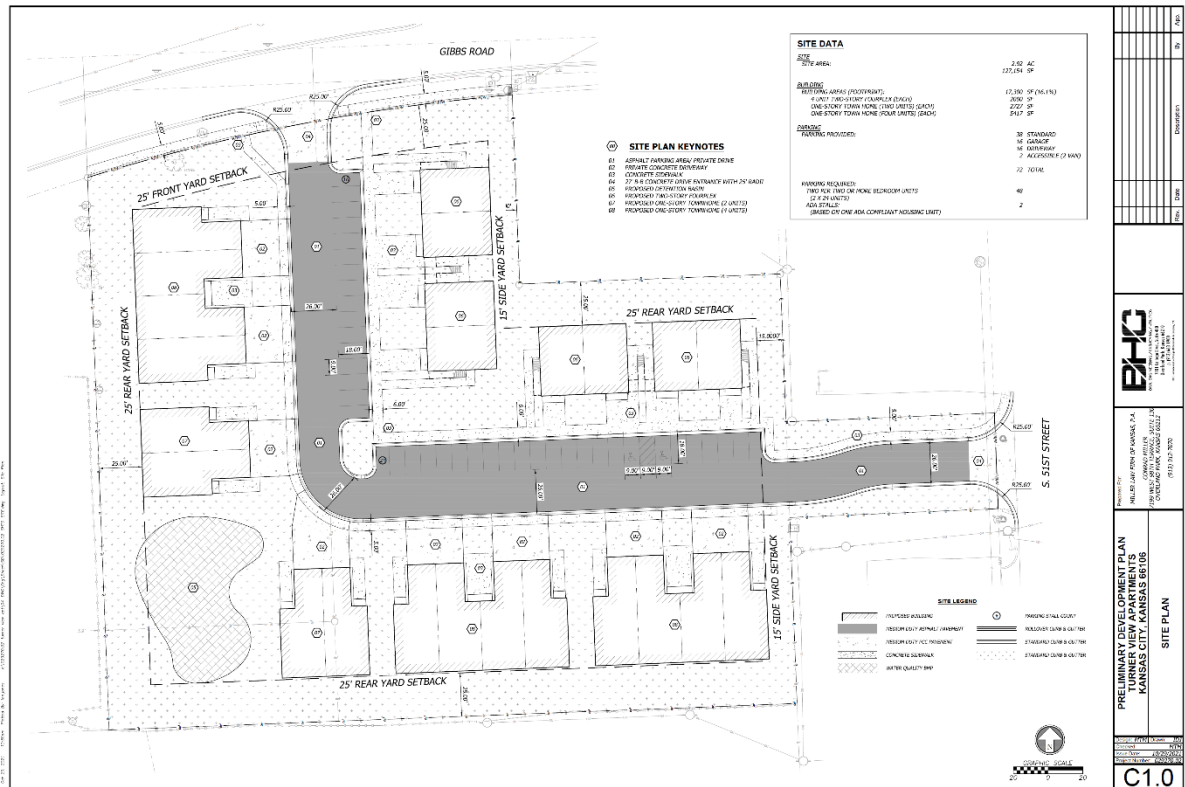
SUBSCRIBED IN MY PRESENCE AND SWORN to before me this November 29, 2021.



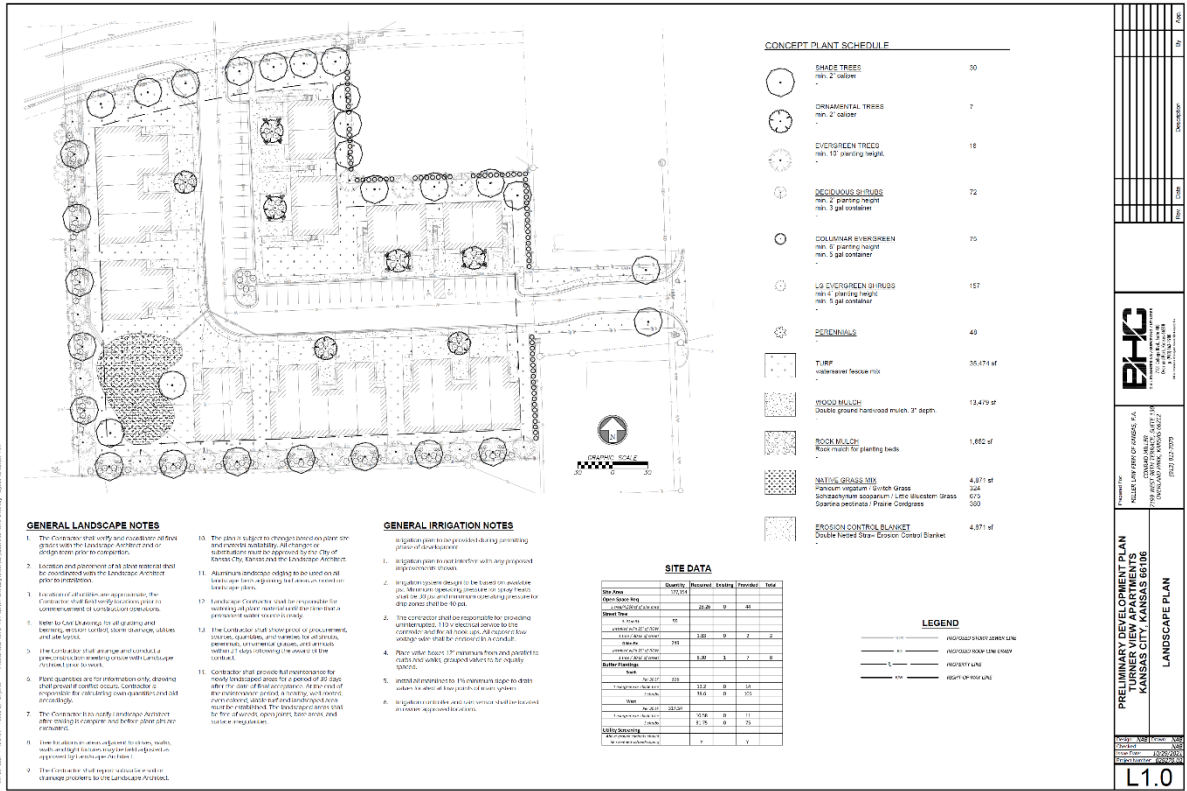

Notary Public

My commission expires 27th of June, 2023

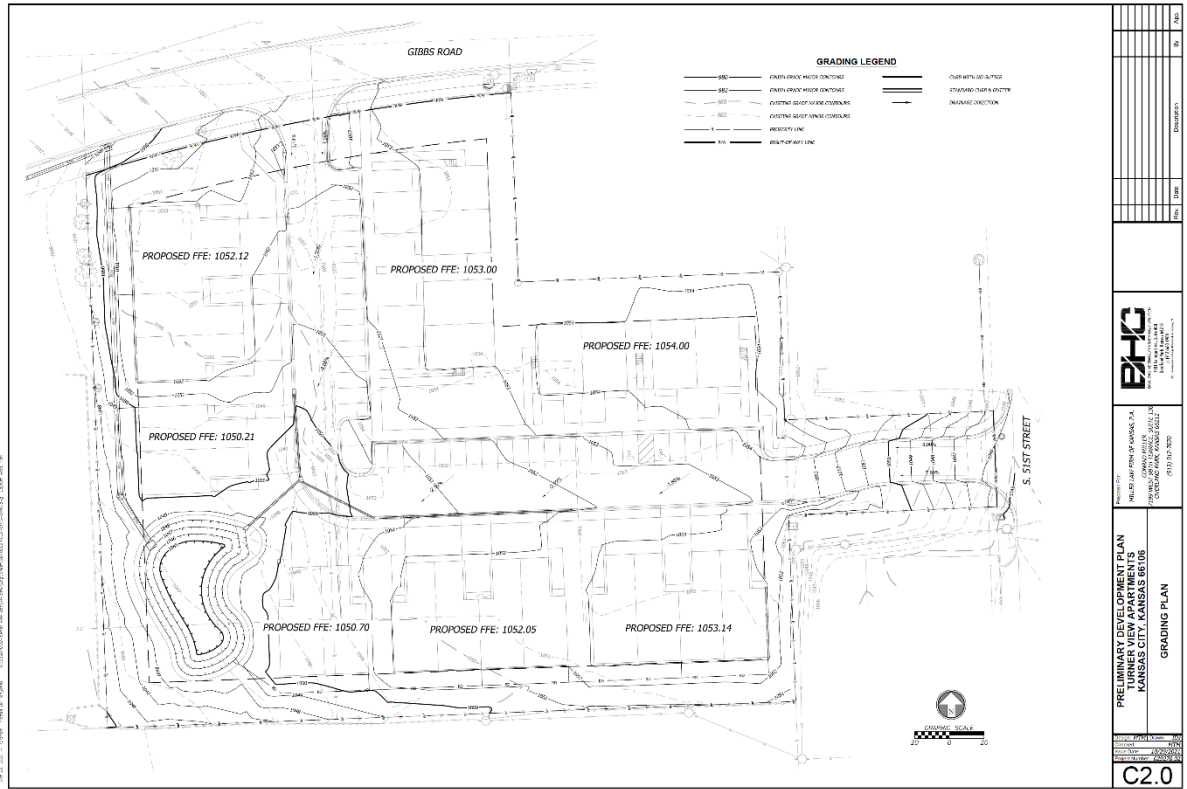
SITE PLAN



LANDSCAPE PLAN



GRADING PLAN



ELEVATIONS AND FLOOR PLANS



2 FLOOR PLAN
12' x 12'



1 FIRST ELEVATION
12' x 12'



ARCHITECTURE
10701 Broadway Blvd.
Overland Park, KS 66203
913-651-0000
State Certificate of Architect Number
0-5381

Towerview Townhomes
Kansas City, Kansas

Date	12/30/2021	
Job Number	0-000	
Drawn By		
Checked By		
Revisions		
Number	Date	Description

A1.0

SCALE: 1/8" = 1'-0"

ELEVATIONS AND FLOOR PLANS, CONT.



Rear Elevation



Floor Plan - Second Floor



Floor Plan - Ground Floor



Left Side Elevation



Front Elevation



Right Side Elevation

Towerview Townhomes
Kansas City, Kansas

October 27, 2021

STAFF SITE PHOTOS OF 2416 & 2416A SOUTH 51ST STREET, AND 5115 AND 5125 GIBBS ROAD, DATED DECEMBER 2, 2021



STAFF SITE PHOTOS OF 2416 & 2416A SOUTH 51ST STREET, AND 5115 AND 5125 GIBBS ROAD, DATED DECEMBER 2, 2021, CONT.



(First published _____)

COZ2021-046

ORDINANCE NO. _____

AN ORDINANCE rezoning property hereinafter described located at approximately 4108 Adams 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 October 28, 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:

Commencing at a point 665 feet South and 357 feet West of Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 34, Township 11, Range 25, Wyandotte County, Kansas, thence West 141 feet; thence North 45 feet; thence East 141 feet; thence South 45 feet to beginning. Located at approximately 4108 Adams, 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 _____, 2022.

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY,
KANSAS

BY: _____
TYRONNE GARNER
MAYOR/CHIEF EXECUTIVE OFFICER

ATTEST:

UNIFIED GOVERNMENT CLERK

APPROVED AS TO FORM:

CHIEF COUNSEL

(Published _____)

SP2021-076

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 SP2021-076, commonly known as 4108 Adams, Kansas City, Kansas, legally described as:

Commencing at a point 665 feet South and 357 feet West of Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 34, Township 11, Range 25, Wyandotte County, Kansas, thence West 141 feet; thence North 45 feet; thence East 141 feet; thence South 45 feet to beginning. Located at approximately 4108 Adams, 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 Short-Term Rental permit shall be limited to the top unit;**
2. **Remaining Repairs of the stairwell and window screens shall be completed;**

3. Additional landscaping shall be coordinated with the adjacent neighbor to provide shade or screening per the Narrow Lot Design Guidelines;
4. Maximum number of guests, which has been deemed appropriate for the available accommodations shall be two (2);
5. Guest parking must be provided off-street. Maximum number of guest parking shall be two (2);
6. 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 four (4);
7. 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;
8. Applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;
9. 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;
10. 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;
11. Subject to approval and should the property be completely demolished, the future use of this property's reconstruction must follow the Rosedale Master Plan Design Guidelines for a two-family property;
12. The designation of RP-2(B), i.e., a planned district, will require a future review of the property for any redevelopment. Future redevelopment should conform to the appearance of a single-family home as it is in the mid-block of a single-family side of the block;
13. If approved, rental licensing shall be obtained to include both units;
14. 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 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 (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board

Commented [SS1]: Whatever is applicable.

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 _____, 2022.

TYRONNE GARNER
MAYOR/CEO

Attest:

Unified Government Clerk

APPROVED AS TO FORM:

CHIEF COUNSEL

(First published _____)

#3215

ORDINANCE NO. _____

AN ORDINANCE rezoning property hereinafter described located at approximately 4318 Sortor Drive, in Kansas City, Kansas, by changing the same from its present zoning of R-1(B) 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 January 10, 2020, 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 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:

PART OF L2: BEG SE COR; W 537.29FT, N28W-98.35FT, CUR LT-5.8FT, N11E-177.1FT, N45E-544.47FT, E 168.08FT, S 650FT TO PO EMMONS SUBDIVISION, A SUBDIVISION OF LAND IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, Located at approximately 4318 Sortor Drive, Kansas City, Kansas,

be changed from its present zoning of R-1(B) Single Family District to A-G Agriculture 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 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 _____, 2022.

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY,
KANSAS

BY: _____
TYRONNE GARNER
MAYOR/CHIEF EXECUTIVE OFFICER

ATTEST:

UNIFIED GOVERNMENT CLERK

APPROVED AS TO FORM:

CHIEF COUNSEL

(First published _____)

COZ2021-042

ORDINANCE NO. _____

AN ORDINANCE rezoning property hereinafter described located at approximately 731 Tenny Avenue, in Kansas City, Kansas, by changing the same from its present zoning of R-1(B) Single Family District to R-2(B) Two Family District.

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

Section 1. It is hereby found and determined that a petition was filed on September 24, 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:

Lot 13, HUSTED & BERRYS ADDITION, a subdivision of land in Kansas City, Wyandotte County, Kansas 66101. Parcel 120019, Located at approximately 731 Tenny Avenue, 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 _____, 2022.

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY,
KANSAS

BY: _____
TYRONNE GARNER
MAYOR/CHIEF EXECUTIVE OFFICER

ATTEST:

UNIFIED GOVERNMENT CLERK

APPROVED AS TO FORM:

CHIEF COUNSEL

(First published _____)

COZ2021-040

ORDINANCE NO. _____

AN ORDINANCE rezoning property hereinafter described located at approximately 3740 North 35th Street, in Kansas City, Kansas, by changing the same from its present zoning of R-1(B) 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 September 24, 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 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:

North 19 feet, Lot 13, Lots 14 to 18, and Vacated Street adjacent, Located at approximately 3740 North 35th Street, Kansas City, Kansas,

be changed from its present zoning of R-1(B) Single Family District to A-G Agriculture 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 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 _____, 2022.

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY,
KANSAS

BY: _____
TYRONNE GARNER
MAYOR/CHIEF EXECUTIVE OFFICER

ATTEST:

UNIFIED GOVERNMENT CLERK

APPROVED AS TO FORM:

CHIEF COUNSEL

(First published _____)

COZ2021-049

ORDINANCE NO. _____

AN ORDINANCE rezoning property hereinafter described located at approximately 2000 South 49th 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 October 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:

Section 25, Township 11, Range 24, Acres 9.72, Beginning 330 Feet South and 20 Feet West of the Northeast Corner of the Northwest Quarter of the Southeast Quarter: thence South 660 feet, thence West 640 Feet, thence North 660 Feet, thence East 640 Feet to the point of beginning. CONTG 9.7AC M/L, Parcel # 915741, Located at approximately 2000 South 49th 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 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 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 _____, 2022.

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY,
KANSAS

BY: _____
TYRONNE GARNER
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 SP2021-082, commonly known as 2601 Ridge Avenue, Kansas City, Kansas, legally described as:

Section 17, Township 11, Range 25, 57-60 BEG 30FT S & 30FT W OF NE COR NW1/4; S 1290FT, W 630FT, N 618.5FT, W 276.38FT, N 289FT, W 204.5FT, N 412.5FT, Parcel Number: 911102, 25.036 acres & 1,090,568,411 square feet, located at approximately 2601 Ridge Avenue, Kansas City, Kansas.

Section 2. That the real property hereinabove described shall hereafter be granted a Special Use Permit for a group home program with gardens/greenhouse for training (Shalom House) and office/gardening space for New Roots program.

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. **Screening shall be maintained surrounding the property;**
2. **The following site improvements are required:**
 - a. **Trash Enclosures shall be updated to Brick Masonry to match the building;**

- b. Debris Piles shall be removed₁₇
 - c. Tire pile shall be removed₁₇
 - d. Truck bed trailer in side parking shall be removed₁₇
 - e. Parking lot needs re-striping and shall be included in building permit plans₁
 - f. Wheel stops or a guard rail shall be installed on the edge of the parking lot with steep drop₁
- 100-g. Replacement of the safety railing at the Jesus statue overlooking City Park₁**
- 3. Any new signage needs permitted by a licensed sign installation agency₁₇
 - 4. Trails shall be maintained and/or updated for safety and to mitigate overgrowth as part of a maintenance schedule on the property₁₇
 - 5. A safety plan shall be provided and provide protocols for access management and tenant management₁₇
 - 6. Any accessory buildings not approved in BOZA2021-045 shall be demolished before the renewal of this Special Use Permit₁₇
 - 7. The approval of this Special Use Permit does not take the place of any additional required Variances, Building Permits, Licensing, or any other Authority Having Jurisdiction requirements₁₇
 - 8. A building permit is required for the construction or modification 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 accordingly₁
 - 9. 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,
 - 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.

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 _____, 2022.

TYRONNE GARNER
MAYOR/CEO

Attest:

Unified Government Clerk

APPROVED AS TO FORM:

CHIEF COUNSEL

(First published _____)

COZ2021-045

ORDINANCE NO. _____

AN ORDINANCE rezoning property hereinafter described located at approximately 7512 Leavenworth Road, in Kansas City, Kansas, by changing the same from its present zoning of C-1 Limited Business District to CP-3 Planned Commercial District.

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

Section 1. It is hereby found and determined that a petition was filed on October 29, 2021, by the owners of property to have the zoning of said property changed from its present zoning of C-1 Limited Business District to CP-3 Planned Commercial District.

It is likewise found and determined that the Planning Commission published notice, mailed notices, held public hearing(s), prepared recommendations and followed the procedures provided by law.

Section 2. In compliance with recommendations of the Planning Commission, it is hereby ordained that the zoning of the following described property:

SEC-29 TWP-10 RNG-24, S29, T10, R24, ACRES 0.710000, 330B3 BEG 471.08FT W SE COR SE/4 W134FT 0DEG 07MIN 0SEC W235FT TO PT CEN LI R/W N74 DEG 26MIN 20SEC E139.16FT S 0DEG 07MIN E273FT TO BEG S30FT FOR RD PURPOSES KNOWN, Located at approximately 7512 Leavenworth Road, Kansas City, Kansas,

be changed from its present zoning of C-1 Limited Business District to CP-3 Planned Commercial District as defined by the Zoning Ordinances of Kansas City, Kansas.

Section 3. Pursuant to the Code of City Ordinances, Section 27-467, the Governing Body approves the preliminary development plans, incorporated herein by reference, marked as the certified preliminary development plan, and maintained in the 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-3 Planned Commercial District. Said District Map, previously incorporated by reference by Section 27-408 of the Code of Ordinances of Kansas City, Kansas, is hereby reincorporated as part of the Zoning Ordinance as amended.

Section 5. This ordinance shall be in full force and effect from and after its passage, approval and publication in the Wyandotte Echo.

PASSED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS _____
DAY OF _____, 2022.

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY,
KANSAS

BY: _____
TYRONNE GARNER
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 SP2021-079, commonly known as 7512 Leavenworth Road, Kansas City, Kansas, legally described as:

SEC-29 TWP-10 RNG-24, S29, T10, R24, ACRES 0.710000, 330B3 BEG 471.08FT W SE COR SE/4 W134FT 0DEG 07MIN 0SEC W235FT TO PT CEN LI R/W N74 DEG 26MIN 20SEC E139.16FT S 0DEG 07MIN E273FT TO BEG S30FT FOR RD PURPOSES KNOWN, Located at approximately 7512 Leavenworth Road, Kansas City, Kansas.

Section 2. That the real property hereinabove described shall hereafter be granted a Special Use Permit for a used automotive dealership with light repair and maintenance.

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. Because this is a planned district, a Final Development Plan is required to be submitted following this entitlement process. Final architectural and civil drawings are required to be submitted at that time;**

2. Per the Sidewalk and Trails Master Plan, this portion of Leavenworth Road is classified as a Regional Trail. Install a ten (10) foot sidewalk on the north side of the street. Refer to the cross-section diagram in the attachments;
3. Based on the 2,372 square feet of the building, ten (10) spaces are required for customers. Only seven (7) spaces are shown in front of the building, three (3) more spaces are required to comply with the code. Revise and resubmit the site plan;
4. ADA compliant parking proximate to the entrance must be installed, including the required graphics and sign placards;
5. The parking lot needs to be resurfaced and restriped;
6. All parking spaces where there are no curbs shall have wheel stops installed in front of each space;
7. Maintain the open space behind the proposed inventory and employee enclosure, as this area is not to be encroached upon for additional storage or ancillary uses. Revise and resubmit the site plan;
8. No storage or warehousing of salvage or wrecked automobile parts is allowed on the property;
9. Close one of the curb cuts along Leavenworth Road and install a new curb and landscaping in the median. This will allow better circulation through the front parking lot;
10. All lighting, whether mounted on the building or installed in the parking lot shall have 90-degree cutoff fixtures;
11. If approved, the applicant will need to file and maintain the occupation tax application with our office for the business activity;
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;
13. Any automotive-related business in Wyandotte County that is required to obtain any Special Use Permit, shall be responsible to ensure that the business operations are at all times compliant with all applicable local ordinances and State Statutes and Regulations [27-463 through 27-470; 27-592 through 27-616] [KSA 65-3424, KAR 28-29-29 through 28-29-33]. Proof of proper disposal of waste tires with a Kansas State permit-holding waste tire collector or waste tire processor is required to be maintained at the management office and provided to any enforcement staff upon request;
14. 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;

15. 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;
16. Sec. 27-467(g) A reasonable amount of landscaping is required on all projects in this district, all to be depicted on a properly prepared plan. Trees are required to be provided at not less than one (1) per 7,000 square feet of site area.
 - a. Sec. 27-577(a)(5) Landscaping shall exceed the typical code requirements by at least 75 percent.

Therefore, eight (8) trees are required to be planted on-site. This total is no inclusive of parking lot island trees or street trees along Leavenworth Road;

17. 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;
18. Sec. 27-577(b)(3) In general, formal, stand-alone trees are encouraged to be planted in landscape zones along major streets and medians. These trees should be planted as follows:
 - a. One (1) tree with a minimum caliper of two (2) inches (ornamentals). Evergreen trees must be at least six (6) feet when planted provided for every 30 feet of street easement or frontage.
 - b. Street trees should be planted no closer than 55 feet and no more than 65 feet apart. Groupings of ornamental trees and shrubs should be placed in between the street trees;
19. Sec. 27-467(c)(6) Any outside storage or keeping of parts, equipment, inoperable vehicles or residual materials which is necessary, normally related and accessory to the principal use of the premises shall be screened from view from off the premises. Such outside storage shall be limited to areas directly adjacent to the main building, not including more than 20 percent of the area of the main building and not in a required yard. Only 474.4 square feet may be used for outside storage. For example, a vehicle that is going to be serviced and sold on the lot, while servicing, it must be in the rear enclosure;

20. No on-street parking of vehicles for this business. All vehicles on-site for repairs or maintenance must be stored on the property and be within the enclosure;
21. No inventory repair or servicing is allowed outside or in public view;
22. The inventory lot fence shall be constructed of wood or solid metal paneling, six (6) feet in height with masonry columns every 32 feet running;
23. Street trees are required along a Major Street, which Leavenworth Road is classified as a Class B Thoroughfare. One (1) tree is required per thirty (30) feet of frontage;
24. All landscaping must be irrigated;
25. All shade trees shall be at least 2" caliper. All evergreens shall be at least 6' in height. All shrubs shall be 5 gallons, external to the site and 3 gallons internal to the development when planted;
26. All disturbed areas within the development shall be brought to finished grade and seeded or sodded. There shall not be any exposed, bare ground unless the lot has an active building permit for building construction;
27. All lighting, whether mounted on the exterior of parking deck or within the structure shall have 90-degree cutoff fixtures. Light cannot exceed one footcandle as measured from said property line;
28. Only decorative lighting can be used on the exterior of the building(s). No pack lights or flood lights are allowed;
29. The dumpster will need to be screened with an architectural wall that matches the building and heavily landscaped;
30. 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;
31. All BPU transformer pads and/or generators shall be completely screened on three (3) sides with 6-foot junipers setback three (3) feet from the pad and ten (10) feet from the door opening. Additionally, if the louvered transformer doors open towards the parking lot, the 10-foot setback is established in the parking lot, therefore the louvered gate/enclosure shall be constructed in front of the transformer. If this cannot be accomplished, relocation of the transformer may be necessary;
32. Shall comply with the sign ordinance;
33. Shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, as applicable;
34. Any automotive-related business in Wyandotte County that is required to obtain any Special Use Permit, shall be responsible to ensure that the business operations are at all times compliant with all applicable local ordinances and State Statutes and Regulations [27-463 through 27-470; 27-592 through 27-616] [KSA 65-3424, KAR 28-29-29 through 28-29-33]. Proof of proper disposal of waste tires with a Kansas State permit-holding waste tire collector or waste tire processor is required to be maintained at the management office and provided to any enforcement staff upon request;

35. 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;
36. 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;
37. 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,
38. 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

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 _____, 2022.

TYRONNE GARNER
MAYOR/CEO

Attest:

Unified Government Clerk

APPROVED AS TO FORM:

CHIEF COUNSEL

(Published _____)

SP2021-071

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 SP2021-071, commonly known as 749 Locust Avenue, Kansas City, Kansas, legally described as:

Friendship Heights No. 2, a subdivision of land in Kansas City, Wyandotte County, Kansas, Lot 31, located at approximately 749 Locust Street.

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. **Maximum number of guests, which has been deemed appropriate for the available accommodations shall be six (6);**
2. **Guest parking must be provided off-street. Maximum number of guest parking shall be three (3);**
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 three (3);**

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 www.hostcompliance.com/tips; and,
8. The driveway and apron shall be upgraded to an improved surface per UG Standards.;
9. A Right of Way Permit is Required. Please contact Public Works to begin that process;
10. 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; and,
11. 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.

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 _____, 2022.

TYRONNE GARNER
MAYOR/CEO

Attest:

Unified Government Clerk

APPROVED AS TO FORM:

CHIEF COUNSEL



Staff Request for Commission Action

Tracking No. 211287

Full Commission Meeting Date: 1/27/22

Committee: Full Commission

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

Publication Required: No

<u>Date:</u> 01/24/2022	<u>Contact Name:</u> James Bain	<u>Contact Phone:</u> x5077	<u>Contact Email:</u> jbain@wycokck.org	<u>Department/Division:</u> Health Department
<u>Item Description:</u> An update from the Wyandotte County Health Department regarding the status of COVID-19 in the county and a recommendation for all residents and visitors to wear masks while in indoor public spaces., submitted by Elizabeth Groenweghe, Health Department, and James Bain, Assistant Counsel.				
<u>Action Requested:</u> For information only.				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u>				



Staff Request for Commission Action

Tracking No. 211288

Full Commission Meeting Date: 1/27/22

Committee: Full Commission

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

Publication Required: No

<u>Date:</u> 01/24/2022	<u>Contact Name:</u> Tayler Wash	<u>Contact Phone:</u> x5010	<u>Contact Email:</u> twash@wycokck.org	<u>Department/Division:</u> UG Clerk
<u>Item Description:</u> Special Committee appointments, submitted by Mayor Garner.				
<u>Action Requested:</u>				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> Special Committee Appointments				



Mayor's Office of Communications
717 N. 7th Street, Suite 926
Wyandotte County | Kansas City, KS 66106

1. Mayors Committee on our Neighbors in Need/Unhoused Residents

Commissioner Andrew Davis, Chair

The goal of the Neighbors in Need/Unhoused Residents committee is to establish minimum standards for wrap-around community-based services that addresses local housing costs, rising homelessness, warming stations and shelters, food insecurity and substandard housing. This committee will also address emergent needs and focus their efforts on moving our unhoused population to housing and the impoverished population to a sustainable level of prosperity.

2. Mayors Committee on Community Safety and Justice

Commissioner Christian Ramirez, Chair

Following an in-depth exploration of 21st Century Community Reform Models, the goal of this committee should be to reimagine and reconstruct where necessary our public safety system and build collaboration with our community stakeholders to address relevant community needs and/or challenges. Recommendations must also be made to reprioritize public spending to be in alignment with established goals and strategies.

3. Mayors Committee on Arts, Culture and Equitable Development

Commissioner Angela Markley

The goal of this committee is to mobilize the local arts and culture and to work to advance the steering of public resources to embed these values into the transformation of neighborhoods using collaborative agreements that target economic and community development initiatives, creative placemaking models, and the use of arts and culture to support equitable policy change across the county.

4. Mayors Special Unified Government Charter Reform Committee (*UG Commissioners Only*)

Commissioner Tom Burroughs, Chairman

The Charter Reform Committee is comprised solely of UG Commissioners for the purpose of conducting a comprehensive review and study of the existing foundational document, the Unified Government Wyandotte County | Kansas City Kansas Charter Ordinance. This committee will seek out amendments or revisions that are designed to increase efficiency, effectiveness, shared governance that have a profound impact for all residents and stakeholders.

5. Mayors Committee on Government Efficiency

Commissioner Christian Ramirez, Chair

The Committee on Special Efficiencies in Government is charged with identifying issues that impact residents and stakeholders, while also studying and proposing more efficient methods of organizational reform. Recommendations from this committee will be forwarded to the respective governing boards and/or administrators for consideration.

6. Mayors Committee on Business and Economic Development

Commissioner Harold Johnson

The work of this committee shall serve as a support to businesses that, in accordance with the purpose and intent of the County comprehensive plan, are seeking to locate, grow, and prosper within our community. By streamlining processes, curtailing bureaucracy, and facilitating responsible and equitable redevelopment, the hope is that equitable opportunity can be realized throughout Wyandotte County.

7. Mayors Committee on Community Health and Recreation

Commissioner Melissa Bynum, Chair (Invited)

Commissioner Gayle Townsend, Co-Chair (Invited)

In addition to assessing community needs regarding health, parks and recreation are also key to health and well-being, we also strive to ensure that all people have access to these spaces, programs and services that remain essential to community vitality and serve as a key factor in advancing health equity, improving individual and community-level health outcomes, and enhancing quality of life. Key to this committee is to ensure that our youth and our seniors have access to health and recreation services critical to their quality-of-life needs.

Residents interested in serving should express their interest to their respective UG Commissioner.

#



Unified Government of Wyandotte County/Kansas City, Kansas

PROCLAMATION

- WHEREAS,** Dr. Martin Luther King Jr. devoted his life to advancing equal opportunity, social justice, and opportunity for all, and challenged all Americans to participate in the never-ending work of building a more perfect union; and
- WHEREAS,** Dr. King's teachings can continue to guide and inspire us in addressing challenges and inequities within our local community; and
- WHEREAS,** serving on the King Holiday is an appropriate way to honor Dr. King, meet local needs, bring our citizens together, and strengthen our communities and nation; and
- WHEREAS,** the King Day of Service is the only federal holiday commemorated as a National Day of Service, and offers an opportunity for Americans to give back to their communities on the holiday and make an ongoing commitment to service throughout the year; and
- WHEREAS,** each of us can and must contribute to making our communities better with increased opportunity for all our citizens, and
- WHEREAS,** as a collective, the Martin Luther King, Jr. Day Committee reaffirms the commitment of the community to advance the values and principles of Dr. King's work through service, collaboration, and kindness.

NOW, THEREFORE, I, Tyrone Garner, Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas, do hereby proclaim, January 17, 2022:

"Martin Luther King Jr. Committee Day"

in Wyandotte County/Kansas City, Kansas. In witness whereof, I have hereunto set my hand and the seal of the Unified Government of Wyandotte County / Kansas City, Kansas, this 17th day of January 2022.


TYRONE GARNER, MAYOR/CEO



Unified Government of Wyandotte County/Kansas City, Kansas

PROCLAMATION

- WHEREAS,** under the law of all fifty states, the U.S. Territories, the District of Columbia, and federal government, stalking is a crime; and
- WHEREAS,** 6 – 7.5 million people are stalked in a one-year period in the United States, and the majority of victims are stalked by someone they know; and
- WHEREAS,** 3 in 4 women killed by an intimate partner have been stalked by that intimate partner; and
- WHEREAS,** many stalking victims lose time from work and experience serious psychological distress and lost productivity at a much higher rate than the general population; and
- WHEREAS,** one stalking incident was reported every 13 hours, 54 minutes in Kansas in 2020; and
- WHEREAS,** the DELLA GILL/JOYCE H. WILLIAMS CENTER for Domestic Violence Survivors & their Children, “A Program of Friends of Yates,” provides 24/7/365, free and confidential services to victims of stalking in Kansas City, Kansas; and
- WHEREAS,** this violence is inconsistent with the values of our community and will not be excused or tolerated:

NOW, THEREFORE, I, Tyrone Garner, Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas, do hereby proclaim the month of January 2022 as:

“Stalking Awareness Month”

in Wyandotte County/Kansas City, Kansas and encourage all citizens to make stalking awareness and prevention efforts a priority. In witness whereof, I have hereunto set my hand and the seal of the Unified Government of Wyandotte County/Kansas City, Kansas.

TYRONE GARNER, MAYOR/CEO



Staff Request for Commission Action

Tracking No. 211253

Full Commission Meeting Date: 1/27/2022

Committee: Economic Development & Finance

Date of Standing Committee Action: 1/3/2022
(If none, please explain):

Publication Required: Yes

<u>Date:</u> 01/19/2022	<u>Contact Name:</u> Kathleen VonAchen, Juliann VanLiew	<u>Contact Phone:</u> x5186, x6707	<u>Contact Email:</u> kvonachen@wycokck.org, jvanliew@wycokck.org	<u>Department/Division:</u> Finance
<u>Item Description:</u> Request for approval of budgetary authorization in the Special Grants Fund for FEMA reimbursable expenses related to COVID-19, submitted by Kathleen VonAchen, Chief Financial Officer, and Julian VanLiew, Public Health Department Director.				
<u>Action Requested:</u> Approve and advance to Full Commission on 1/27/2022				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> FEMA Grant-Budget Authority Reso - clean copy, Special Grant Fund FEMA Reimb-Budget Authority-01.03.2022				

Published in the *Wyandotte Echo* _____

ORDINANCE NO. O-_____

RESOLUTION NO. R-_____

**AN ORDINANCE AND RESOLUTION ACCEPTING FEMA REIMBURSEMENT AND
A GRANTING OF BUDGET AUTHORITY FOR FEMA REIMBURSEMENTS
RELATED TO COVID-19**

WHEREAS, on March 13, 2020, President Donald Trump declared a national emergency concerning the coronavirus 2019 (COVID-19).

WHEREAS, as a result of the national emergency declaration, the Federal Emergency Management Agency (FEMA) activated its Public Assistance grant program to provide 100% federal cost share to local, state, tribal or territorial governments and certain non-profit organizations for eligible costs associated with COVID-19 response, recovery efforts and vaccine initiatives.

WHEREAS, On January 21, 2021, President Joseph Biden extended the federal 100% cost share through September 30, 2021.

WHEREAS, On August 17, 2021, President Biden extended the federal 100% cost share through December 31, 2021.

WHEREAS, on November 10, 2021 President Biden extended the federal 100% cost share through April 1, 2022.

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

Section 1. The Board of Commissioners of the Unified Government of Wyandotte County/Kansas City, Kansas ("Unified Government") accepts any grant/reimbursement funds appropriated to the Unified Government by FEMA, including those previously received, for the purpose of reimbursing the Unified Government for expenses associated with COVID-19.

Section 2. The Unified Government Board of Commissioners hereby directs FEMA reimbursement funds previously received be allocated as follows: Five million Eleven Thousand Eight Hundred Eight Dollars (\$5,011,808) to Wyandotte County, Kansas and Six Hundred Sixty Thousand Dollars (\$660,000) to the City of Kansas City, Kansas.

Section 3. The Mayor/CEO, County Administrator, and other officials and employees of the Unified Government are hereby authorized to take such other actions as may be appropriate or desirable to accomplish the purposes of this resolution and ordinance.

Section 4. This ordinance and resolution shall take effect and be in full force from and after its passage and approval.

**PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AND
APPROVED AND SIGNED BY THE MAYOR/CEO THIS ____ DAY OF JANUARY
2022.**

Tyrone A. Garner, Mayor/CEO

Attest:

Unified Government Clerk

Approved as to Form:

Chief Counsel

FEMA Reimbursement Budget Authority Wyandotte COVID response

January 3, 2022, 5:00pm, Economic Development & Finance Committee

Kathleen VonAchen, Chief Financial Officer

Juliann Van Liew, UGPHD Director

Wesley McKain, UGPHD Manager

Unified Government Public Health Department

FEMA Reimbursement Public Assistance Announcement

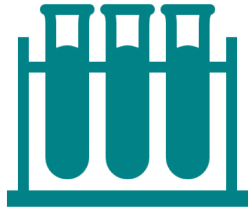
- President Joseph Biden announced on November 10, 2021, that funding to support all eligible COVID-19 work will continue at a 100% federal cost share through April 1, 2022.
- Announcement extended prior deadline of December 31, 2021.
- Available to local, state, tribal or territorial governments and certain non-profit organizations for eligible costs associated with ongoing COVID-19 recovery efforts and vaccine initiatives.
- Resources and guidelines for FEMA reimbursement are provided at <https://www.fema.gov/disaster/coronavirus/governments>

Funding Source Prioritization

- Federal funding first, when possible
- County or ARPA dollars will be utilized:
 - If federal funding is not yet available
 - If needed expense is not eligible with federal funding
- Every attempt will be made to reimburse local funding expenses through FEMA Public Assistance



UGPHD COVID response – major expense categories



Testing



Contact Tracing



Communications



**Community
Engagement**



**Social Services &
Support**



Vaccinations

FEMA Reimbursement Budget Request

SPECIAL GRANT FUND	REIMBURSEMENT BUDGET AUTHORITY
FEMA Public Health Department Application #1	\$ 2,100,000
FEMA Public Health Department Application #2	2,571,080
FEMA Other UG Departments Application #3	1,000,000
GRAND TOTAL – Special Grants Fund Budget Authority (COVID-Related FEMA Reimbursements)	\$ 5,671,080

FEMA Reimbursement UGPHD Application #1

ITEM	FUND	REIMBURSEMENT BUDGET AUTHORITY
COVID related expenses by UGPHD (a portion of the \$4.9 M authorized as part of the 2021 Amended Budget)	City General Fund	\$ 2,000,000
Other COVID related expenses by UGPHD	Special Grant Fund	2,100,000
TOTAL – Special Grants Fund Budget Authority (COVID-Related UGPHD FEMA Reimbursement Application #1)		\$ 4,100,000

Expenses thru 10/1/2021

- COVID Temp Staffing at Vaccination Centers
- Vaccination site leadership
- Vaccination Centers Security
- Equipment and supplies for vaccination centers
- Rent and utilities for vaccination centers
- COVID mass communications, including translation

FEMA Reimbursement Application #2

SPECIAL GRANT FUND	REIMBURSEMENT BUDGET AUTHORITY
FEMA Reimbursable – UGPHD ARPA Immediate Needs adopted by Commission on 8/26/21	\$ 1,649,000
FEMA Reimbursable – UGPHD Additional Needs thru 4/1/2022	922,080
TOTAL – Special Grants Fund Budget Authority (COVID-Related UGPHD FEMA Reimbursement Application #2)	\$ 2,571,080

Expenses thru 3/31/2022

- Mobile Vaccine Units
- Adding COVID vaccination clinic at UGPHD
- COVID testing
- COVID mass communications
- COVID mass vaccine site demobilization

- Operation of Kmart mass vaccination site, 12/1/2021 - 3/31/2022
- COVID mass communications & community engagement, thru 3/31/2022
- COVID testing, thru 3/31/2022
- COVID-19 project manager, thru 3/31/2022

FEMA Reimbursement Application #3

SPECIAL GRANT FUND	REIMBURSEMENT BUDGET AUTHORITY
Emergency Management COVID related expenses est. (thru 3/31/2022)	\$ 500,000
Other Departments COVID related expenses est. (thru 3/31/2022)	500,000
TOTAL – Special Grants Fund Budget Authority (COVID-Related Other Departments FEMA Reimbursement Application #3)	\$ 1,000,000

COVID-19 Response Goals

Excel at **core public health functions**: disease investigation, public education, mass vaccinations

Ensure our response includes our **community** and integrates **health equity** into decision making

Follow the science even when it's difficult

Utilize **every available resource** to stop the spread

Elements of COVID Response Success



- Early testing
- Early creation of the Health Equity Task Force
- Including social needs in our response
- Utilizing health orders when necessary (mask order)
- Support from local elected leaders
- Significant financial investment
- Vaccine centers



Approve of Resolution

- Approval of resolution for budgetary authorization in the Special Grant Fund for \$5,671,080
- No formal budget amendment is required due to the Special Grant Fund is not a State “certified fund”

THANK YOU!

Kathleen VonAchen, Chief Financial Officer

kvonachen@wycokck.org

Juliann Van Liew, UGPHD Director

jvanliew@wycokck.org



Staff Request for Commission Action

Tracking No. 211259

Full Commission Meeting Date: 1/27/2022

Committee: Economic Development & Finance

Date of Standing Committee Action: 1/3/2022
(If none, please explain):

Publication Required: No

<u>Date:</u> 01/19/2022	<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> An ordinance terminating the Turner Logistics Center Community Improvement District and repealing Ordinance No. O-43-19 due to Turner Logistics completing the Minimum Building Improvements of 1,000,000 square feet constructed.				
<u>Action Requested:</u> Approval and move to Full Commission 1/27				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> Ordinance terminating Turner Logistics CID				

(Published in *The Wyandotte Echo* on February 3, 2022)

ORDINANCE NO. O-_____

**AN ORDINANCE TERMINATING THE TURNER LOGISTICS CENTER
COMMUNITY IMPROVEMENT DISTRICT AND REPEALING
ORDINANCE NO. O-43-19**

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the “Unified Government”) created the Turner Logistics Center Community Improvement District (the “CID”) pursuant to Ordinance No. O-43-19 passed by the governing body of the Unified Government on June 13, 2019; and

WHEREAS, the Unified Government now desires to terminate the CID.

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

Section 1. The governing body of the Unified Government hereby terminates the CID and repeals Ordinance No. O-43-19. Unified Government officials are hereby directed to take such action and give notices as may be required to terminate the CID.

Section 2. The Mayor/CEO, County Administrator, Unified Government Clerk and other officials and employees of the Unified Government are hereby authorized and directed to publish this Ordinance in *The Wyandotte Echo*, record it with the Wyandotte County Register of Deeds, and to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.

Section 3. This Ordinance shall take effect and be in force from and after its passage by the governing body and its publication once in the official *The Wyandotte Echo* newspaper.

PASSED by the governing body of the Unified Government and **APPROVED AND SIGNED** by the Mayor/CEO on January 27, 2022.

Tyrone A. Garner
Mayor/CEO

Unified Government Clerk
Approved as to form:

Misty Brown
Chief Counsel



Staff Request for Commission Action

Tracking No. 211249

Full Commission Meeting Date: 12/16/21

Committee: Full Commission

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

Publication Required: Yes 12/23/2021

<u>Date:</u> 01/20/2022	<u>Contact Name:</u> Brett Deichler	<u>Contact Phone:</u> x8103	<u>Contact Email:</u> bdeichler@wycokck.org	<u>Department/Division:</u> Clerk
<u>Item Description:</u> A resolution amending the two-year meeting calendar for the Unified Government Commission from February 2022 through January 2024.				
<u>Action Requested:</u> Adopt resolution				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> Resolution, Commission Feb 2022- Jan 2024 final draft 1.18.22				

(Published _____)

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE SCHEDULE OF MEETING TIMES FOR
THE UNIFIED GOVERNMENT COMMISSION THROUGH JANUARY 2024.**

WHEREAS, pursuant to the provisions of Appendix C, Section 107 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, the Commission is authorized to set the time for regular meetings of the Commission as well as meetings limited to planning and zoning matters and to do so for a two-year period;

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

Section 1. The attached schedule of meeting times of the Unified Government Commission, established pursuant to the provisions of Appendix C, Section 107 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby amended.

Section 2. This ordinance shall take effect and be in full force from and after its passage, approval, and publication in the official Unified Government newspaper.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF THE
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS
CITY, KANSAS, THIS _____ DAY OF _____, 2022.**

Approved:

Tyrone Garner, Mayor/CEO

Attest:

Unified Government Clerk

FEBRUARY 2022 – JANUARY 2024 COMMISSION MEETING SCHEDULE

Thursdays 7:00 p.m. (unless otherwise specified)

Location: **The meetings are conducted in a hybrid format unless otherwise stated.**

FC=Full Commission
P/Z=Planning & Zoning

2022

Feb	10	FC
	24	FC
March	3	P/Z & FC
	31	P/Z & FC
April	7	FC
	28	P/Z & FC
May	12	FC
	26	P/Z & FC
June	9	FC
	30	P/Z & FC
July	14	FC
	28	P/Z & FC
August	11	FC
	25	P/Z & FC
Sept	15	FC
	29	P/Z & FC
Oct	13	FC
	27	P/Z & FC
Nov	3	FC
	17	FC
Dec	1	P/Z & FC
	15	FC

JANUARY 2022 – JANUARY 2024 COMMISSION MEETING SCHEDULE
Thursdays 7:00 p.m. (unless otherwise specified)

Location: **The meetings are conducted in a hybrid format unless otherwise stated.**

FC=Full Commission
P/Z=Planning & Zoning

2023

January	12	P/Z & FC
	26	P/Z & FC
Feb	2	FC
	16	FC
March	2	P/Z & FC
	30	P/Z & FC
April	13	FC
	27	P/Z & FC
May	11	FC
	25	P/Z & FC
June	8	FC
	29	P/Z & FC
July	13	FC
	27	P/Z & FC
August	17	FC
	31	P/Z & FC
Sept	14	FC
	28	P/Z & FC
Oct	12	FC
	26	P/Z & FC
Nov	16	FC
	30	P/Z & FC
Dec	7	FC & P/Z
	14	FC

2024

January	11	P/Z & FC
	25	P/Z & FC



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

ONE McDOWELL PLAZA

701 NORTH 7TH STREET, 66101

(913) 573-5400
FAX (913) 573-5435

January 20, 2022

Mr. Brett A. Deichler, PMP CMP
Unified Government Clerk
East Building

Re: Subdivision Plat Approval for **HARCROS 2ND PLAT**

Dear Mr. Deichler

Please be advised that the Engineering Division has reviewed the attached plat of **HARCROS 2ND PLAT** located at 51ST and Speaker Road and being developed by Harcros Chemicals Inc.

Currently, we recommend that the Commissioners accept this plat and authorize the Mayor/CEO and Unified Government Clerk signatures. I am providing you with two mylars for signature, and one (1) paper copy for Commission review. Please place this on the next scheduled Commission agenda.

After the Mayor has signed the plat, it should be referred to Planning Division for further processing.

Respectfully submitted,

Brent E. Thompson, P.S.
County Surveyor

Digitally signed by Troy
Shaw
Date: 2022.01.20 15:03:16
-06'00'

Troy Shaw, P.E.
County Engineer

Attachments

BHC
CIVIL ENGINEERING / SURVEYING / UTILITIES
712 State Avenue, Kansas City, KS 66101
Phone: (913) 371-5300

STEVEN C. SHAFFER
LICENSED
LS-852
KANSAS
LAND SURVEYOR

[illegible]

escorpi

Project:

FINAL PLAT
A REPLACEMENT
PART OF
SECTION 16
KANSAS CITY, W

Project No: 03118
Field Crew: SS00
Field Date: 2021/1/29
Drawn By: GSA
Issue Date: 2022/01/18

Sheet: 1 OF 1

OF, HARCROS 2ND PLAT
AT OF LOT 1, HARCROS,
F NW 1/4 & NE 1/4 OF
TION 13, T11S-R24E
YANDOTTE COUNTY, KANSAS

Client:

TRUE NORTH INDUSTRIAL
5015 NW CANAL STREET
SUITE 115
RIVERSIDE, MO 6415

BHO
CIVIL ENGINEERING / SURVEYING
712 State Avenue, Kansas City
Phone: (913) 371-5300

STEFEN C. SHAFER
LICENSED
LS-852
KANSAS
LAND SURVEYOR

[illegible][illegible]



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

ONE McDOWELL PLAZA

701 NORTH 7TH STREET, 66101

(913) 573-5400
FAX (913) 573-5435

January 20, 2022

Mr. Brett A. Deichler, PMP CMP
Unified Government Clerk
East Building

Re: Subdivision Plat Approval for **MOUNT CALVARY CEMETERY SUB.**

Dear Mr. Deichler

Please be advised that the Engineering Division has reviewed the attached plat of **MOUNT CALVARY CEMETERY SUBDIVISION** located at 38th and Stave Avenue and being developed by Catholic Cemeteries Association of Wyandotte and Johnson County.

Currently, we recommend that the Commissioners accept this plat and authorize the Mayor/CEO and Unified Government Clerk signatures. I am providing you with two mylars for signature, and one (1) paper copy for Commission review. Please place this on the next scheduled Commission agenda.

After the Mayor has signed the plat, it should be referred to Planning Division for further processing.

Respectfully submitted,

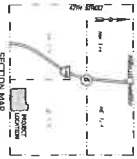
Brent E. Thompson, P.S.
County Surveyor

Digitally signed by Troy
Shaw
Date: 2022.01.20 15:01:47
-06'00'

Troy Shaw, P.E.
County Engineer

Attachments

Final Plat of: MOUNT CALVARY SUBDIVISION PART OF THE SOUTHEAST QUARTER SECTION 6, TOWNSHIP 11 SOUTH, RANGE 25 EAST KANSAS CITY, WYANDOTTE COUNTY, KANSAS



SURVEYOR'S NOTES

1. The plat was prepared from a survey conducted by the Surveyor on or about the 15th day of May, 2014, and the plat was filed for record on the 15th day of May, 2014.
2. The plat was prepared from a survey conducted by the Surveyor on or about the 15th day of May, 2014, and the plat was filed for record on the 15th day of May, 2014.
3. The plat was prepared from a survey conducted by the Surveyor on or about the 15th day of May, 2014, and the plat was filed for record on the 15th day of May, 2014.
4. The plat was prepared from a survey conducted by the Surveyor on or about the 15th day of May, 2014, and the plat was filed for record on the 15th day of May, 2014.

GENERAL NOTES

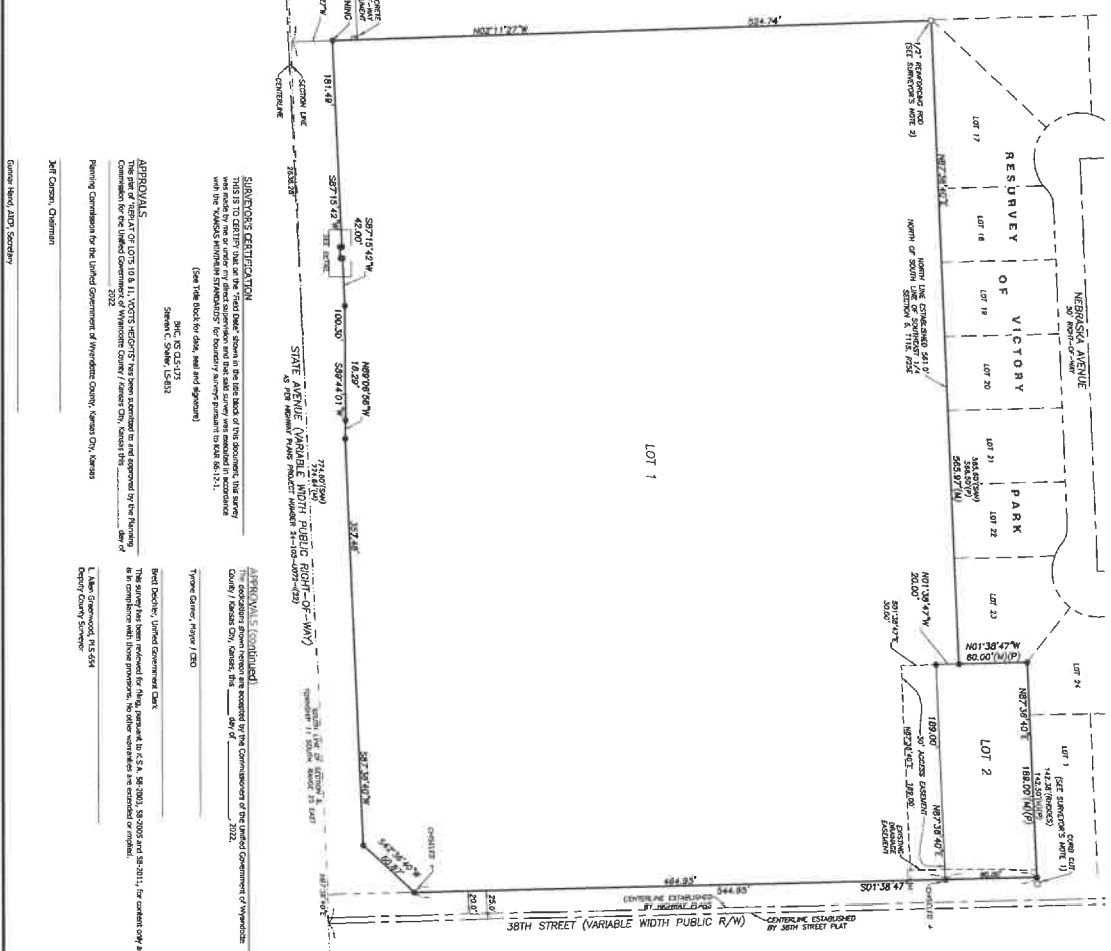
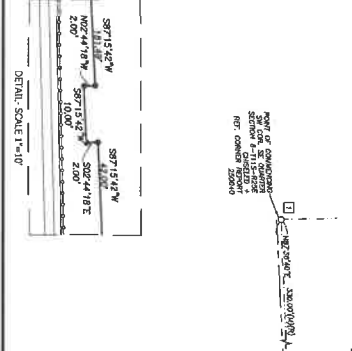
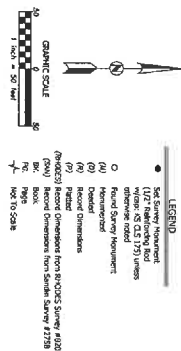
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COGNATE REPORT

From the Surveyor's Office on or about the 15th day of May, 2014, and the plat was filed for record on the 15th day of May, 2014.

SECTION CORNER NOTES

1. The plat was prepared from a survey conducted by the Surveyor on or about the 15th day of May, 2014, and the plat was filed for record on the 15th day of May, 2014.
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SUBDIVISION DESCRIPTION

The plat was prepared from a survey conducted by the Surveyor on or about the 15th day of May, 2014, and the plat was filed for record on the 15th day of May, 2014.

PLAT DEDICATION

The plat was prepared from a survey conducted by the Surveyor on or about the 15th day of May, 2014, and the plat was filed for record on the 15th day of May, 2014.

ACKNOWLEDGMENT

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BHC
CIVIL ENGINEERING / SURVEYING / UTILITIES
712 State Avenue, Kansas City, KS 64101
Phone: (913) 371-5300



CATHOLIC CEMETERIES ASSOC.
1150 N 38TH STREET
KANSAS CITY, KS 66102

FINAL PLAT
CATHOLIC CEMETERIES SUBDIVISION
PART OF THE SE 1/4, SEC. 6 - T 11 S - R 25 E
KANSAS CITY, WYANDOTTE COUNTY
KANSAS

Rev	Date	Description	Drawn	Checked
1	05/15/14	Final Plat		



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

ONE McDOWELL PLAZA

701 NORTH 7TH STREET, 66101

(913) 573-5400
FAX (913) 573-5435

January 20, 2022

Mr. Brett A. Deichler, PMP CMP
Unified Government Clerk
East Building

Re: Subdivision Plat Approval for **CROWN ROYAL ADDITION**

Dear Mr. Deichler

Please be advised that the Engineering Division has reviewed the attached plat of **CROWN ROYAL ADDITION** located at 13310 Leavenworth Road and being developed by Crown Royal Investments, LLC.

Currently, we recommend that the Commissioners accept this plat and authorize the Mayor/CEO and Unified Government Clerk signatures. I am providing you with two mylars for signature, and one (1) paper copy for Commission review. Please place this on the next scheduled Commission agenda.

After the Mayor has signed the plat, it should be referred to Planning Division for further processing.

Respectfully submitted,

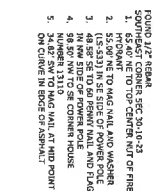
Brent E. Thompson, P.S.
County Surveyor

Digitally signed by Troy Shaw
Date: 2022.01.20 15:02:30
-06'00'

Troy Shaw, P.E.
County Engineer

Attachments

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 10 SOUTH, RANGE 23 EAST, OF THE 6TH P.M. IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

[illegible]

I, undersigned owner of CROWN ROYAL ADDITION, have set our hands this _____ day of _____, 2012.

MANAGING MEMBER, CROWN ROYAL INVESTMENTS LLC

STAFF OF WAREHOUSES

THE UNIVERSITY OF CHICAGO

WRITING, AND DELAY A
SET MY HAND AND AS

My Conclusion Essay

That plot of CROWN R
County, Kansas City, Mo.

Wyandotte County, K

Donnerstag 4

1

Revised manuscript 2017-01-10

© 2004 Blackwell Publishing Ltd, *Journal of Internal Medicine* 255: 103–110

Comparison with the

Country of

—

ROGER A. DILL

151408

JUL 13, 2021

FINAL PLAT

LEGEND



GENERAL NOTES

1. The basis for the bearing capacity for this plot is the Korean North Zone U-5 State Plot 1993.
2. All distances from the urban area are ground distances to feet.
3. Road names are: According to T-274, Map Community (Papi) Numbers.
4. Provisional Index: According to T-274, Map of Internal Road Hazard
5. 2002-2006 Effective, September 2, 2015. Area of Internal Road Hazard
6. U-5 Data was not applied.
7. Current Zoning - AG WCD / Proposed Zoning Lot 1-3 - AG, Lot 4 - U-1
8. Easement Provision: 1 part in 395, 419, 908

VICINITY MAP



SCALE	PREPARED FOR
4"=100'	

SEC-TWN-RNG
30-10-23

CROWN ROYAL INVESTMENTS LLC
ADDRESS: 13310 LEAVENWORTH
ROAD KANSAS CITY, KS 66109

JULY 15, 2021



County Administrator's Office
Cheryl Harrison-Lee, Interim 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

January 11, 2022

BOARD POSITION: Board of Zoning Appeals and Planning Commission

INCUMBENT REPLACED: Evelyn Hill

TERM EXPIRATION DATE: 12/31/2021

APPOINTING COMMISSIONER: Andrew Davis

REQUEST FOR APPOINTMENT

NAME OF NEW APPOINTMENT: Joseph Straws

ADDRESS: _____

PHONE AND EMAIL ADDRESS: _____

TERM OF OFFICE: 1/27/2022 - 12/15/2025

SIGNATURE OF APPOINTING COMMISSION MEMBER

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County Administrator's Office
Cheryl Harrison-Lee, Interim 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

January 12, 2022

BOARD POSITION: UG Board of Park Commission

INCUMBENT REPLACED: Pat Gates

TERM EXPIRATION DATE: 3/31/22

APPOINTING COMMISSIONER: Andrew Davis

REQUEST FOR APPOINTMENT

NAME OF NEW APPOINTMENT: Vilmer Alvarado

ADDRESS: _____

NUMBER AND EMAIL ADDRESS: _____

TERM OF OFFICE: 1/27/22 TO 12/25/25

SIGNATURE OF APPOINTING COMMISSION MEMBER

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NOTICE OF PENDING APPOINTMENT

January 12, 2022

BOARD POSITION: Wyandotte County Library Board

INCUMBENT REPLACED: Chuck Stites

TERM EXPIRATION DATE: 3-31-2022

APPOINTING COMMISSIONER: Andrew Davis

REQUEST FOR APPOINTMENT

NAME OF NEW APPOINTMENT: Laura Flores

ADDRESS:

PHONE AND EMAIL:

TERM OF OFFICE: 1/27/2022 - 12/15/2025

SIGNATURE OF APPOINTING COMMISSION MEMBER

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NOTICE OF PENDING APPOINTMENT

January 12, 2022

BOARD POSITION: Law Enforcement Advisory Board

INCUMBENT REPLACED: Maria Cecilia Ysaac

APPOINTING COMMISSIONER: Andrew Davis

REQUEST FOR APPOINTMENT

NAME OF NEW APPOINTMENT: J'Hlesa (Nikki) Richardson

ADDRESS:

PHONE AND EMAIL:

TERM OF OFFICE: 1/27/2022 - 12/15/2025

SIGNATURE OF APPOINTING COMMISSION MEMBER

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NOTICE OF PENDING APPOINTMENT

January 18, 2022

BOARD POSITION: Law Enforcement Advisory Board

INCUMBENT REPLACED: Jonas Cruz

TERM EXPIRATION DATE: 6-30-2022

APPOINTING COMMISSIONER: Christian Ramirez

REQUEST FOR APPOINTMENT

NAME OF NEW APPOINTMENT: Michael Armstrong

ADDRESS:

CELL NUMBER AND EMAIL ADDRESS:

TERM OF OFFICE: 6/3/2022-12/15/2023

SIGNATURE OF APPOINTING COMMISSION MEMBER

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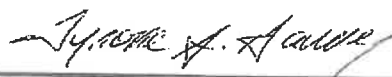
NOTICE OF PENDING APPOINTMENT

Date: 1/19/2022

BOARD POSITION: Golf Advisory Board
INCUMBENT REPLACED: Bob Runnebaum
TERM EXPIRATION DATE: 3/31/2022
APPOINTING COMMISSION MEMBER: Mayor Tyrone Garner

REQUEST FOR APPOINTMENT

NAME OF NEW APPOINTMENT: Darryl Hall
ADDRESS: _____
PHONE NUMBER: _____
EMAIL ADDRESS: _____
TERM OF OFFICE: 4/1/2022 - 3/31/2026



SIGNATURE OF APPOINTING COMMISSION MEMBER

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NOTICE OF PENDING APPOINTMENT

Date: 1/19/2022

BOARD POSITION: Landmarks Commission

INCUMBENT REPLACED: David Meditz

TERM EXPIRATION DATE: 3/31/2022

APPOINTING COMMISSION MEMBER: Mayor Tyrone Garner

REQUEST FOR APPOINTMENT

NAME OF NEW APPOINTMENT: Hank Chamberlin

ADDRESS: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

TERM OF OFFICE: 4/1/2022 - 3/31/2026

Tyrone A. Garner

SIGNATURE OF APPOINTING COMMISSION MEMBER

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NOTICE OF PENDING APPOINTMENT

Date: 1/19/2022

BOARD POSITION: KCK Housing Authority Board

INCUMBENT REPLACED: Cardelia Walker

TERM EXPIRATION DATE: 3/31/2022

APPOINTING COMMISSION MEMBER: Mayor Tyrone Garner

REQUEST FOR APPOINTMENT

NAME OF NEW APPOINTMENT: Hazel Davis

ADDRESS: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

TERM OF OFFICE: 4/1/2022 - 3/31/2026



SIGNATURE OF APPOINTING COMMISSION MEMBER

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NOTICE OF PENDING APPOINTMENT

Date: 1/19/2022

BOARD POSITION: Law Enforcement Advisory Board

INCUMBENT REPLACED: Tony Carter

TERM EXPIRATION DATE: _____

APPOINTING COMMISSION MEMBER: Mayor Tyrone Garner

REQUEST FOR APPOINTMENT

NAME OF NEW APPOINTMENT: Pastor Rick Behrens

ADDRESS: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

TERM OF OFFICE: 1/27/22 to 12/15/25

Tyrone A. Garner

SIGNATURE OF APPOINTING COMMISSION MEMBER

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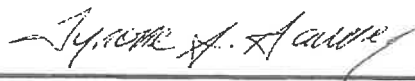
NOTICE OF PENDING APPOINTMENT

Date: 1/19/2022

BOARD POSITION: Downtown KCK Self Supported Municipal Improvement District
INCUMBENT REPLACED: Tim Ryan
TERM EXPIRATION DATE: 3/31/2022
APPOINTING COMMISSION MEMBER: Mayor Tyrone Garner

REQUEST FOR APPOINTMENT

NAME OF NEW APPOINTMENT: Edgar Galicia
ADDRESS: _____
PHONE NUMBER: _____
EMAIL ADDRESS: _____
TERM OF OFFICE: 4/1/2022 - 3/31/2026



SIGNATURE OF APPOINTING COMMISSION MEMBER

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NOTICE OF PENDING APPOINTMENT

Date: 1/19/2022

BOARD POSITION: Board of Park Commissioners

INCUMBENT REPLACED: Ty Collins

TERM EXPIRATION DATE: 12/11/2021

APPOINTING COMMISSION MEMBER: Mayor Tyrone Garner

REQUEST FOR APPOINTMENT

NAME OF NEW APPOINTMENT: Dana Aguirre

ADDRESS: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

TERM OF OFFICE: 1/27/2022 - 12/15/2025

Tyrone A. Garner

SIGNATURE OF APPOINTING COMMISSION MEMBER

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NOTICE OF PENDING APPOINTMENT

Date: 1/19/2022

BOARD POSITION: Wyandotte/Leavenworth Area Wide Advisory Council on Aging

INCUMBENT REPLACED: Thomas Gordon

TERM EXPIRATION DATE: 5/30/2022

APPOINTING COMMISSION MEMBER: Mayor Tyrone Garner

REQUEST FOR APPOINTMENT

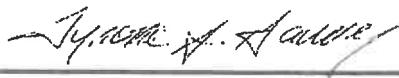
NAME OF NEW APPOINTMENT: Louise Lynch

ADDRESS:

PHONE NUMBER:

EMAIL ADDRESS:

TERM OF OFFICE: 5/31/2022 - 5/30/2026



SIGNATURE OF APPOINTING COMMISSION MEMBER

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NOTICE OF PENDING APPOINTMENT

Date: 1/19/2022

BOARD POSITION: Area Transportation Board

INCUMBENT REPLACED: _____

TERM EXPIRATION DATE: _____

APPOINTING COMMISSION MEMBER: Mayor Tyrone Garner

REQUEST FOR APPOINTMENT

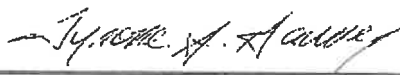
NAME OF NEW APPOINTMENT: Pastor Jason Sims

ADDRESS: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

TERM OF OFFICE: 1/27/2022 - 12/15/2025



SIGNATURE OF APPOINTING COMMISSION MEMBER

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NOTICE OF PENDING APPOINTMENT

Date: 1/19/2022

BOARD POSITION: Contract Fairness Board

INCUMBENT REPLACED: _____

TERM EXPIRATION DATE: _____

APPOINTING COMMISSION MEMBER: Mayor Tyrone Garner

REQUEST FOR APPOINTMENT

NAME OF NEW APPOINTMENT: Don Jones

ADDRESS: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

TERM OF OFFICE: 1/27/2022 - 12/15/2025

Tyrone A. Garner

SIGNATURE OF APPOINTING COMMISSION MEMBER

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NOTICE OF PENDING APPOINTMENT

Date: 1/19/2022

BOARD POSITION: Juvenile Corrections Advisory Board

INCUMBENT REPLACED: _____

TERM EXPIRATION DATE: _____

APPOINTING COMMISION MEMBER: Mayor Tyrone Garner

REQUEST FOR APPOINTMENT

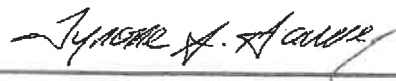
NAME OF NEW APPOINTMENT: Adriana Mendoza

ADDRESS: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

TERM OF OFFICE: 1/27/2022 - 12/15/2025



SIGNATURE OF APPOINTING COMMISION MEMBER

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NOTICE OF PENDING APPOINTMENT

Date: 1/19/2022

BOARD POSITION: Planning Commission / Board of Zoning Appeals

INCUMBENT REPLACED: Joanne Huey

TERM EXPIRATION DATE: 3/31/2022

APPOINTING COMMISION MEMBER: Mayor Tyrone Garner

REQUEST FOR APPOINTMENT

NAME OF NEW APPOINTMENT: Duane Beth

ADDRESS:

PHONE NUMBER:

EMAIL ADDRESS:

TERM OF OFFICE: 4/1/2022 - 3/31/2026

Tyrone A. Garner

SIGNATURE OF APPOINTING COMMISION MEMBER

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NOTICE OF PENDING APPOINTMENT

Date: 1/19/2022

BOARD POSITION: Wyandotte County Library Board

INCUMBENT REPLACED: John "Tiny" McTaggart

TERM EXPIRATION DATE: 3/31/2022

APPOINTING COMMISSION MEMBER: Mayor Tyrone Garner

REQUEST FOR APPOINTMENT

NAME OF NEW APPOINTMENT: Jacqueline Brown

ADDRESS: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

TERM OF OFFICE: 4/1/2022 - 3/31/2026



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

SPECIAL SESSION, THURSDAY, DECEMBER 16, 2021

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in Special Session, Thursday, December 16, 2021, with eleven members present remotely and on-site. Bynum, Commissioner At-Large First District; Burroughs, Commissioner At-Large Second District; Townsend, Commissioner First District (virtual); McKiernan, Commissioner Second District; Ramirez, Commissioner Third District; Johnson, Commissioner Fourth District; Kane, Commissioner Fifth District; Markley, Commissioner Sixth District; Stites, Commissioner Seventh District; Davis, Commissioner Eighth District; and Garner, Mayor/CEO presiding. The following officials were also in attendance: Doug Bach, County Administrator; Alan Howze, Emerick Cross, Bridgette Cobbins and Melissa Sieben, Assistant County Administrator's; Carol Godsil, Deputy Unified Government Clerk; Misty Brown, Chief Counsel; Patrick Waters, Deputy Chief Counsel; Ashley Hand, Director of Strategic Communications; Tyler Wash, Executive Assistant in Mayor's Office; and Dr. Mildred Edwards, Chief of Staff in Mayor's Office.

MAYOR GARNER said before I call the meeting to order, I want to announce that due to COVID-19, we have individuals attending remotely as well as 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 participating knows who is speaking. This is critical given the number of remote participants in his current guidance from the Kansas Attorney General.

MAYOR GARNER called the meeting to order.

MAYOR GARNER said I would ask the Clerk to announce the meeting and call the roll.

ROLL CALL: Markley, Stites, Davis, Bynum, Burroughs, Townsend, McKiernan, Ramirez, Johnson, Kane, Garner.

NOTICE OF SPECIAL SESSION of the Unified Government of Wyandotte County/Kansas City, Kansas, to be held on Thursday, December 16, 2021, at 5:30 p.m. for a Legislative Program 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 Garner said tonight we have an update on the Legislative Program. I'll turn it over to Administrator Bach.

STATE LEGISLATIVE PROGRAM

Special Session Presentation

Melissa Sieben
Assistant County Administrator



December 16, 2021

Doug Bach, County Administrator, said it's a pleasure to be here this evening in front of you all to go over what is being proposed as our State Legislative Program. I believe all of these documents were delivered to you in a draft form about a month ago to give you a chance to review through these. As we do every year, as staff, we go out and try to get information back in from other members of staff for commissioners as things that are going on that we need to pay attention to at the state level. Many times we find ourselves playing defense at the state level as we've seen money taken away from local programs or directed to local programs, so those are things we want to watch out for and make sure we have them in, but also go through different policy initiatives.

As you know, in previous years, we've had Mike Taylor do this role for a long time. Mike retired from our organization last summer and we're in the process of a little bit of

December 16, 2021

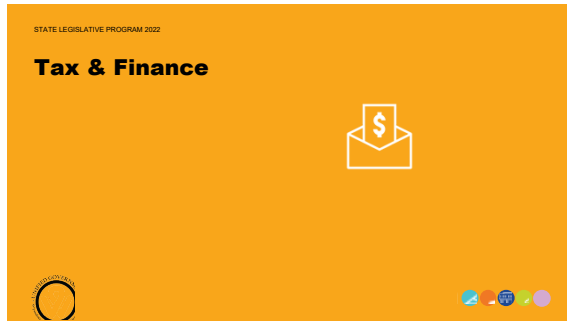
restructuring, so I asked Assistant County Administrator Melissa Sieben this year to go through and try to coordinate everything that we have to build into this recommended program. Obviously, this is your program. If you have changes and such you want to make to it, those are things you can offer up tonight or in the coming weeks and then we'll be looking to bring it back in early January for adoption.

Melissa has gone through this to put it in a format to be able to present tonight, so she is going to walk through the topics and try to make sure we have answers for what you're looking at.



Melissa Sieben, Assistant County Administrator, said as Doug noted, we do and have for as long as I've been here and probably many, many years prior always prepared a State Legislative Program for the Governing Body to consider. What we have here tonight, much of it is what I would consider standard from past documents. I do have an entire section at the end that will be things that we added on. The only thing I can also tell you as we kind of move through this, there were things I did take out. They were approved by the Legislator or the change was positive to our favor, so that way we're not looking at stuff that's kind of aged out of need.

I'm just going to kind of show you—we're going to walk through starting on the right with tax and finance. I'm not sure what that is and move through to the kind of Community & Economic Development bucket, Public Safety of course, Local Government Operations, Public Health and then the other policy considers when we get there, that's going to be the stuff that I'm suggesting we might want to consider as new. Then, of course, there may be things that we did not catch as staff. I worked with the League of Municipalities and others to try and kind of complete and round this out, so I am open to whatever feedback you have.



STATE LEGISLATIVE PROGRAM 2022

Tax & Finance

- Motor Vehicle Taxes
- Protecting Local Government Revenues
- Property Appraisal and Valuation
- Property Tax Appraisals
- **Property Tax Transparency***
- **Tax/Spending Ltd**
- **KPERS (Public Sector Retirement)**
- **City-County Highway Funds**
- Unfunded Mandates
- Local Ad Valorem Tax Reduction Fund
- **Property Tax Exemptions**
- **Countywide Sales and Use Taxes***
- **Alternative Revenue Sources***
- **Federal Loan Programs***

*Revised or new language as compared to 2021 Legislative Program.



For Tax and Finance, the highlighted ones on here are ones that we had a little wording change too, they're not added, but there is revised language that I pulled from the work that the League of Municipalities had been doing with the cities, so they're tweaked primarily. I'm going to quickly explain these and if you have questions, go ahead and stop me now or stop me at the end, we can back up too.

STATE LEGISLATIVE PROGRAM 2022



Tax & Finance

- Motor Vehicle Taxes
- Protecting Local Government Revenues
- Property Appraisal and Valuation
- Property Tax Appraisals
- Property Tax Transparency*
- Tax/Spending Ltd
- KPERS (Public Sector Retirement)
- City-County Highway Funds
- Unfunded Mandates
- Local Ad Valorem Tax Reduction Fund
- Property Tax Exemptions
- Countywide Sales and Use Taxes
- Alternative Revenue Sources
- Federal Loan Programs

LEGISLATIVE OBJECTIVES:

- Continues emphasis on:
 - equalization of motor vehicle taxes between counties across the State
 - protecting revenues going to local governments through the State
 - supporting fair market appraisals at County and State level
 - equal transparency for all taxing jurisdictions, not just applying to cities/counties
 - allowing local control over taxing decisions and limits



The first kind of trench of these are a lot around home rule. I'm just going to quickly go through these.

Motor Vehicle Tax; we've talked about this in the past. You know our tax rate here is relatively high and then that's how they calculate the states—or the vehicle tax for us. If you were in Johnson County and your mill levy is lower, you pay less for the same car that you would pay

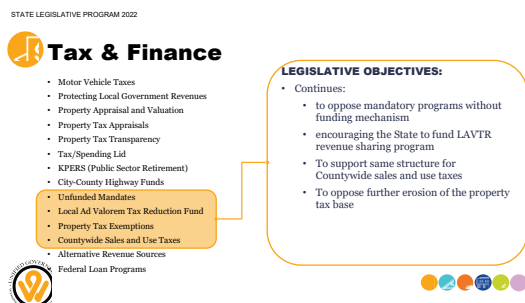
here, so there's an equity issue there. That's something we've had on there for a number of years that we would like to see addressed between the counties.

The next item here is on local revenues and this is kind of our general catchall for anything that we generated the revenues for our operations that the state not—legislator not look to take that away from us in any way. That we as a local government are closest to the people and therefore closest to our needs and how we're going to fund those.

The next one is on appraisals. Some of this has been kind of added due to the dark store theory that you've been dealing with here for a while. The next two kind of—the next one goes to that on the appraisals and simply looking for a fair market appraisal as opposed to things that are manipulated, especially with the BOTA at the state level.

Then, of course, we go on to property tax transparency. There's been a lot of changes and adjustments at the state level for the last couple of years where they've wanted to put more onus on local governments, but then leave out other taxing jurisdictions from the same burden. Simply asking for a level playing field and level access to that information for taxpayers on all levels of taxation.

The spending list conversations which have been going on at the state for a while and, basically again, going back to that home rule concept.

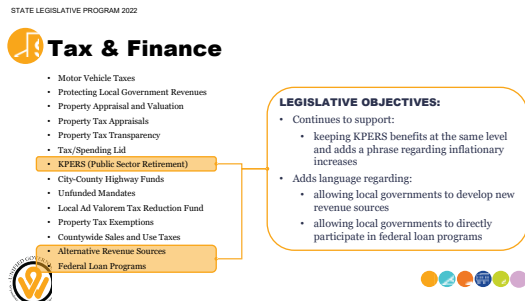


This next slide, we're going to kind of talk about unfunded mandates. Again, this is a really general statement and it appears in a couple different areas in here, but asking that things aren't just passed down to us to do as a requirement if there's not funding associated with it or a revenue that we can collect to be able to afford to provide the service. That has been a continued problem for at least the last 20 years for local governments.

Then LAVTR for some of you that's been around maybe a while, you might remember when we received this Local Ad Valorem Tax, it's been gone for a while, but it's something that

we would encourage the state to reconsider given how its fund situation seems to have demonstrably improved.

Lastly, here is just the sale tax issues and the tax base. We want to kind of keep that the way it is and allow us to be able to count on that going into the future.



The last slide on Tax and Finance, KPERs, this one was changed a little bit and all that was added was that we are interested in looking at some kind of inflationary increase for folks who get a state pension and that was the language that was added. That would be something, if you guys were not interested in pursuing that, we certainly could strike back to the way it was.

The last two are add to language that shouldn't be a controversy allowing local governments to develop new revenue sources which are needed as the entire structure of global product services change, we need to be able to change with those and allowing local governments to directly participate in federal loan programs. The state of Kansas unlike some other states, does not allow direct local participation in many of those programs, we're required to go to the state. That's all I have on that area.

Commissioner Bynum said before we leave this section if I ask a question. I'm going to kind of turn this to Commissioner Burroughs a little bit too being that you've been in Topeka and I think you can kind of help us answer. I mean that in the very best way. The Local Ad Valorem Tax, if I'm not mistaken, over the years that tax has stripped millions of dollars, \$14M is what is in my mind, from Wyandotte, but it's multi-millions I think. **Commissioner Burroughs** said \$2B statewide. **Commissioner Bynum** said if I'm not mistaken, that reasoning began back with state budget woes. Is that true? **Commissioner Burroughs** said it was actually before that. There was, I think, it was right along with the machinery and equipment that was put forward. It was actually before that Machinery Equipment Tax came through about the same and there was a phase

put in called the Sic Pre Slide. It was named after the chairman of the committee, but it came up with a tiered process in which, I believe, the hit to Wyandotte County was \$16M on Machinery & Equipment and they put in a slider that said those community will receive 90% the first year, 70 and it would slowly go down. They paid the first year, then they quit and then the recession hit and they quit doing the ad valorem and all the revenue sharing and went back to the government and state, they stopped all of that.

Commissioner Bynum said what I'm hopeful for is, I think the state budget is now quite healthy and what are your feelings on getting a return of some of our local ad valorem? I'm highly in favor of requesting it because we really need to stop the bleeding there. **Commissioner Burroughs** said do you want me to answer that question? There was a bill that was going to be introduced last year that would have put \$50M of ad valorem back into the formula. Governor Kelly chose to add that to her agenda last year. I don't know where it is in the Tax Committee at this particular time, but there is a movement. You are correct that the state budget is healthy and has exceeded all expectations in the revenue side, but be mindful, we went through eight years of tremendous budget cuts and loans were made and money was borrowed from different agencies and those are being paid back as we speak including stopping payment to KPERS and other things that the state is responsible for.

Once those catch up, I anticipate there will be much discussion in reference to the ad valorem taxes being put back forward, but if we're not successful, I have a bill on my desk ready to go also in case the Governor's bill is killed. Sometimes there are multiple bills introduced because you never know which one will be stripped and hijacked so we always have another one, but I believe there's opportunity for that discussion. **Commissioner Bynum** said thank you. That's really encouraging to hear.

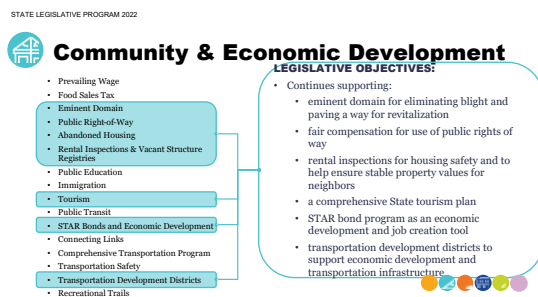
Commissioner Ramirez said this is just a simple question, especially for the viewers who are watching. Can someone explain what that Ad Valorem Tax Sharing Program is? I know there may be some viewers who are hearing this, but not exactly know what it is or ever heard, so I just wanted to make sure—**Commissioner Burroughs** said it's a Revenue Sharing Tax and without getting into the weeds, I probably should be best stopped right there. The monies are sent to the state. There's a formula that divides up those revenues and then those portions come back to the local unit of government to be distributed among others, but particularly goes to our General Fund

most of the time. Without getting into the weeds, it's a little difficult to comprehend. It takes some time, but it is just a revenue sharing that the state is responsible for. There was an agreement. They took some stuff away, agreed to send this money back if we allowed them to do it. They captured it and broke their commitment.

Ms. Sieben said this has been over a decade, so it's been gone a while. If there's no other questions, I'll go ahead and move on.



The Community and Economic Development area; again, these are some ones that we either made a slight change to or added. We saw them as non-controversial, so as we go through them, the ones that are highlighted, just for your thought processes.



Here on this section the first two items that are in the highlighted box are really standard, you know, please continue to let us use eminent domain for blight and revitalization purposes. Much of eminent domain was stripped with a Kelo decision a number of years ago, but there are a few carveouts as some of us are aware of that just to protect that.

The next comment here is on fair compensation for use of public rights-of-way. Over the last probably two decades or more, utilities, particularly communications utilities, have really reduced our ability to be compensated for use of rights-of-way and also have made it very challenging for us to regulate the look and feel of our rights-of-ways in some aspect. So, that's what this is referring to there.

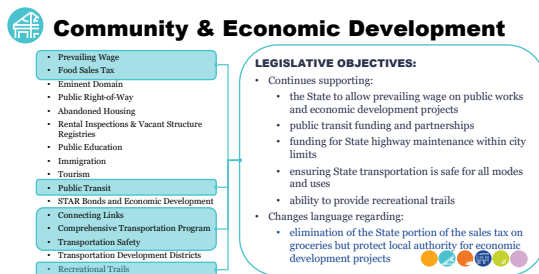
On Abandoned Housing, just continue to work on allowing municipal governments to be able to address that in a faster fashion than we have struggled to do here. We've got all the tools in our kit and still cannot move very quickly on that. The rental side as well, just here helping make sure that those houses are quality and safe and don't have negative impacts on their neighbors.

On the Tourism side, this kind of dips into the interest of having a statewide tourism plan, which I'm sure our former Visit KCK Director Bridgette Jobe would probably love to have funding for.

The STAR Bond side, which we obviously have used extensively here in Wyandotte County, to keep it as an economic and job creation tool.

The last one here is about TDD's or Transportation Development Districts which simply help support and sometimes economic development, but also public infrastructure when we need to address it in different ways based on where you have demand that would help pay a fee.

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We have prevailing wage on here. Again, the state currently doesn't allow us to impose prevailing wages as a local unit of government when raising federal funds. Obviously, we do follow Davis-Bacon, but that's what this is in regards to and as well for economic development projects.

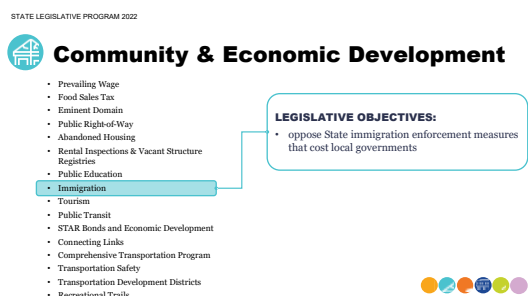
We also have the Food Sales Tax on here as well. This is a little bit different because we're seeing a push at the state level. There's been some conversation about elimination of that, but the concern for us here, especially in Wyandotte County, is we have quite a few layers where grocery stores are paying for redevelopment. So, we want to look at how we could protect those local abilities to create opportunity access to food while lowering the burden on our residents from a sales tax basis. I think that's important for us to understand that nuance.

State Highway Maintenance within Cities; I think that we've seen continued benefit if you look at Leavenworth Road and that was more than maintenance, but if we can have those dollars going into our community to keep those state highways maintained, it benefits us overall.

Funding for all types of modes of transportation; I think the state worked well with us on Turner Diagonal to get a pedestrian crossing, but that's what this is suggesting is that when they make investments, they make a multimodal investment which supports our plans to have access to all modes in our streets.

There are a couple other state programs here that are ones that KDOT initiated. Connected links, comprehensive transportation and so on, real basic stuff.

On the recreation trails, just allowing local units of government to be able to do those, not stripping our ability to work with easements and other things of that nature to create those spaces for our residents.



The last one under this is Immigration which I believe we may have added this in the last couple of years, but this one simply is noting that there is an extreme cost for mandated enforcement of

these measures if states do so and that we're basically opposed to that. That's what the previous agreements on this were about. Any questions? That should be the last in that section.

Commissioner McKiernan said if you would go back to your first slide, I see here we continue supporting Transportation Development Districts, which I do. Does this imply that there is some sort of a sentiment toward taking away the ability to create Transportation Development Districts?

Mr. Bach said I don't know that we're aware of anything that's actively out there. I think this states our position that we think they're a valuable tool should be maintained in the state unless you've heard something different Melissa.

Ms. Sieben said I would say in previous years we've seen these come up for modification, kind of falling sometimes in with the STAR Bonds conversations, but I don't know of anything in particular for this coming year. This just gives your lobbyist, when we hire them here shortly, the ability to lobby should something come up.

Commissioner McKiernan said okay, because certainly that has proven to be a valuable tool in the past. Go to the next slide please.

The third bullet funding. Continue to supporting funding for State Highway Maintenance within city limits. Again, I'll ask this in a—is there any move to lower the level of state funding of State Highway Maintenance like 7th Street within city limits that we're aware of? **Ms. Sieben** said not that I'm directly aware of, but I do know that at times the state will come to us and ask us to take back a roadway within the city and so then it becomes incumbent upon the local unit of government to figure out how they would absorb that or what kind of trade they could make with the state as it pertains to that transfer. If it's funded, they're not asking. **Commissioner McKiernan** said I certainly would support continued cooperative maintenance of any state highway within city limits.

Commissioner Ramirez said I think my question is more for Emerick, pertaining to the recreational trails. It says ability. From what I understand of how Melissa described it, are there barriers the state puts on us where we can't do recreational trails? **Emerick Cross, Assistant County Administrator**, said no Commissioner, there's none that I'm familiar with. Melissa, correct me if I'm wrong, actually I don't really—I don't know to be quite honest with you, but I'm unfamiliar with any state regulations that prohibit us from creating trails within our own system, within our own parks.

Ms. Sieben said it's much like some of the other regulations they put on rights-of-way and things of that nature that could easily bleed over into this so I think it's probably more dependent on maybe other parts of the state, but since it's something we've been exploring here, I thought pulling that out of the League's agenda was a good idea for us to consider.

Commissioner Davis said could you go to the slide for immigration? What would be an example of enforcement or state enforcement of immigration measures that cost local governments? **Ms. Sieben** said my understanding, again, I'm not as well versed in this maybe as I should be, but the state can say we're going to require you, local unit of government, to roundup people and in doing so we incur a cost for holding them in our facilities until such time as either the state or the federal government would come get them which depending on the resource constraints, which often there are, that would cost us money at whatever rate we bill a day for holding those folks. **Commissioner Burroughs**, any extra one on that?

Commissioner Burroughs said I would say that's an accurate statement. There was a mandate to take upon our local community resources that can't be—that aren't refunded. Now, the state can come in and mandate that we do something and then they could have the costs—they could bear the cost of that, but this is basically to ensure that we as a local government don't bear the cost of doing federal government work. **Ms. Sieben** said correct. **Commissioner Burroughs** said and/or state work because the state is going to be mandated by the federal government to do just that. I hope that clarifies a little more.



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Public Safety

- Municipal Courts
- Law Enforcement Discretion
- Medical Charges
- Asset Forfeiture
- Emergency 911 Services
- Juvenile Justice
- Community Corrections
- Local Control and Police Powers
- Alcohol & CMB Regulation
- Cybersecurity
- Scrap Metal



Ms. Sieben said the next one is Public Safety. This one, again, a few little things that were added, which I think one of them I'm kind of excited about because I found this and it was on scrap metal and with the blight work that we're doing, it's just one more area that I think we maybe could add to.

STATE LEGISLATIVE PROGRAM 2022



Public Safety

- Municipal Courts
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- Scrap Metal

LEGISLATIVE OBJECTIVES:

- Continues to support:
 - local control of how municipal courts conduct business
 - those placed into jail pay medical cost they incur
 - asset forfeiture revenues going to local governments
 - local governments being compensated for the cost of juvenile offenders by the State



On Municipal Courts there was—we have language that's been in for a while about letting us kind of determine how we run or conduct the business of Municipal Court. I think that we've seen with our judges over the last number of years they've brought forth some concepts and changing sort of how we handle people when they come through our system to be a little bit more benevolent and give them opportunities to interact with us differently. So, it's basically requesting the state not get into the middle of how we run our local courts.

The next one down here is on medical charges. This is again trying to get the cost placed with the person who has been incarcerated as opposed to it being placed back on us, so kind of making sure that those that incur it are being charged as part of their detention.

Asset forfeitures, we receive dollars from seizures and are able to then sell that property after a period of time and that becomes a local source of revenue which we dedicate typically back to public safety purposes. That's occasionally been up for suggestion that it go back to the state.

Then, on the Juvenile Justice side, just looking for being compensated for the cost of managing juvenile spenders for the state. Any comments before I move forward?

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Next up under law enforcement we have just kind of the discretion of how we want to set our policies within, obviously, state and federal laws as far as pursuits or arrests. It's been in here for a number of years, not specific language, it's pretty broad.

The next up, there's the Emergency 911 Services, which currently, you know, we have our own 911 dispatch and then we work with the Mid-America Regional Council on our overall governance of our 911 system and those revenues help support those services. There's been conversations, not recently that I'm aware of, but about the state taking some of that back and are managing it differently. We would like the flexibility on how we use those as well, so if there's another portion of local municipal emergency response services that those dollars could benefit, we would also like some flexibility there.

Community Corrections, just full funding. A lot of the stuff that you're going to see coming up is about funding that's been stripped kind of like that Levee ATR in the first set of slides and then local control for police powers. You know, trying again to put that stuff back into the hands of the local government. This one particularly goes at the Health, Safety & Welfare side which was taken out in 2020 during the height of COVID at the state level.

Then, how we administer and manage alcohol and liquor sales whether it's a sale at a liquor store or in a restaurant, just to keep that local as well so we have the ability to pull a license if we deem necessary.

The last one is scrap metal. The cities right now don't have the ability to regulate it. So, much like we can regulate other things where people have to kind of share information with us on how they're managing handling it. Currently that's not allowed under statute.

STATE LEGISLATIVE PROGRAM 2022



Public Safety

- Municipal Courts
- Law Enforcement Discretion
- Medical Charges
- Asset Forfeiture
- Emergency 911 Services
- Juvenile Justice
- Community Corrections
- Local Control and Police Powers
- Alcohol & CMB Regulation
- **Cybersecurity**
- Scrap Metal

LEGISLATIVE OBJECTIVES:

- Collaborate with the state to identify strategies and resources to prevent cybersecurity threats.



Cybersecurity, so this one was of interest to me just because I think...

Commissioner McKiernan said I just want to know on scrap metal, what do we mean by regulate scrap metal? Does that mean regulate who and how many can accept scrap metals, how they pay for them, how they report back to us—I mean, is it all of those? **Ms. Sieben** said I'm pretty sure it's a wide breadth, but I think it starts under KDHE statutes, probably how they manage and handle it, but also, if we're doing that, then we need to be able to regulate if someone is dumping it or how they're handling it sitting on site, things of that nature.

Commissioner McKiernan said okay. So, in addition to who can do it, what they can take, what they pay for what they take, we might also want to regulate how they store and transport, for example, chipped metal. **Ms. Sieben** said correct. Apparently we've not had a huge problem with that, but apparently others have. **Commissioner McKiernan** said I will just say that in my district we have a very upstanding scrap metal company that I'm sure would love to provide input and ideas for us on what would be good policy. **Ms. Sieben** said sure thing. Okay, I have a note to talk to you. I'm going to move on to the next section unless there's more questions.

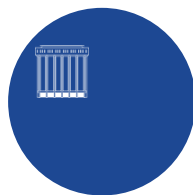


STATE LEGISLATIVE PROGRAM 2022

Local Government Operations

- Protecting Home Rule and Local Control
- Municipal Utilities
- Public Property and Rights-of-Way
- City Elections
- Legislative Advocacy
- Alternative Revenue Sources
- Unfunded Mandates
- Publications and Notices
- Open Meetings and Open Records
- Alternate Construction Delivery
- Broadband
- Public Water Supply Supervision Program*
- Building Codes*

* Based on new language as compared to 2017 Legislative Program.



This is local government operations, a broad category. The ones at the bottom, again, broadband, public water supply and building codes are ones that were—I thought would be generally accepted that were in the League’s language so that’s why they’re highlighted. Otherwise, the rest of them were ones that we’ve already had in.

STATE LEGISLATIVE PROGRAM 2022



Local Government Operations

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- Alternative Revenue Sources
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- Publications and Notices
- Open Meetings and Open Records
- Alternate Construction Delivery
- Broadband
- Public Water Supply Supervision Program
- Building Codes

LEGISLATIVE OBJECTIVES:

- Continues supporting:
 - home rule
 - ability to operate municipal utilities
 - protecting public rights of way and revenues for use of right of ways
 - keeping city elections non-partisan
 - allowing local governments to advocate on their behalf
 - allowing local governments to implement new revenue mechanisms
 - the elimination of unfunded mandates



Again, general home rule, and then utilities, the ability to operate municipal utilities, this has been more on the broadband side of things. I’m not talking so much about gas and electric or even for that matter water, sewer, but kind of in general. There’s been conversations about whether or not municipalities should do those, especially by the utility companies.

Then, public and private rights-of-way. We’ve already talked about that, that we should be able to still receive revenues when private entities are placing things in our rights-of-way.

Keeping city elections non-partisan has been in our agenda for some time. Legislative advocacy allowing local governments to do that. A number of years ago, this has been a while, it was in Gardner, KS when this came up, that there was a lot of disclosure stuff that was going to start going to start going on around that. I remember the Chambers got hit by this as well, so something that we’ve obviously been concerned about in the past.

Alternative Sources of Revenue, we’ve already mentioned this one. Just allowing it to have other mechanisms to capture revenues given the change in our economy works, and again, elimination of Unfunded Mandates. Questions?

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STATE LEGISLATIVE PROGRAM 2022



Local Government Operations

- Protecting Home Rule and Local Control
- Municipal Utilities
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- City Elections
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- Alternative Revenue Sources
- Unfinished Mandates
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- Broadband
- Public Water Supply Supervision Program
- Building Codes

LEGISLATIVE OBJECTIVES:

- Support strengthening and maintaining existing standards for government transparency and ensuring all levels of government have the same requirements as cities/counties



Public Notices and Open Meetings, pretty broad category there, but this is basically wanting an equal playing field between state and local governments as how we have to be transparent and basically not requiring stuff of us that they wouldn't require of themselves. Any comments or questions on that?

Commissioner Davis said I may be hitting a pretty hot topic here. Has there been any discussion on the law that basically says depending upon the population of your county, your election official is appointed as opposed to—appointed by the Governor as opposed to elected or locally appointed by a government entity? I don't know if, Commissioner Burroughs, you could provide some information on that, but that's a great interest to me. **Commissioner Burroughs** said, Commissioner Davis if I may, I don't believe I understood the question. It's sounding a little muffled over here and I'm getting a little hard of hearing so I'm really trying to pay attention. **Commissioner Davis** said the question is about the law that says, and correct me if I'm wrong, but depending upon the population of your county, your election official is appointed as opposed to if you had a different or a lower population, it would be locally elected or locally appointed. **Commissioner Burroughs** said I agree with that statement. There's only, I think, there are four counties that qualified that the Secretary of State appoints and that's Wyandotte, Johnson, Sedgwick, and Shawnee Counties. They are appointed by the Secretary of State.

Commissioner Davis said my point in bringing that up is that I would like to see that as a priority of ours just because we are kind of given someone from Topeka saying this is the person that's going to run your election process as opposed to whoever that person is being beholden and kept accountable to our community in how we want to run our elections. I don't know how other commissioners feel about that being added as a priority, but this past election we went through quite a bit and I would just like to see there be more local accountability measures in regards to elections here.

December 16, 2021

Ms. Sieben said what I can do is draft something up for when it comes back to you for you guys to consider as an add alternate. I guess that's the best way to go about it unless somebody else has a recommendation for me.

Commissioner Bynum said if I'm understanding where you're coming from, it would be a state law change, I guess, that would allow that and I guess we would have to work with Johnson, Sedgwick, and Shawnee unless we were asking for our own carveout and either way I'm fine. But we would either work with the three other large counties to ask for that change so that we can elect our own like 101 other counties do or we just ask for our own exemption, special exception to state law that applies only to Wyandotte or just make us like the other 101 that elects their commissioner. Do you see it one way or the other necessarily?

Commissioner Davis said yeah, I would say we would probably have more political power and will if we joined in with the other counties that are having to deal with this. I think Douglas County is getting there where they also will kind of lose that ability to have their own locally appointed or locally elected election official. I'm all good collaborating with other counties to see what we can do about this and if there is any political will behind it.



Ms. Sieben said the next section is Public Health & Environment. I'm going to do my best here. Alan may step in on a couple of these and it's possible that Juliann may be available to join us, but she was taking care of some necessary home matters first.

STATE LEGISLATIVE PROGRAM 2022

Public Health & Environment

- Local Health Department Funding
- Medicaid Expansion
- Mental Health and Jails
- Tobacco 21 (T21) Policy
- Expedited Partner Therapy
- Seniors and Area Agency on Aging Issues
- Energy Efficiency
- Energy and Environmental Mandates
- Stormwater Management
- Infrastructure Funding
- Hazardous Waste
- Clean Air
- Renewable Active Consent
- Tobacco Tax
- Government Competition

*Added or new language as compared to prior Legislative Program.



On this slide here, again, these are ones we've added some wording to or brought forward where we didn't feel like there was anything of significant consternation that would be with the governing body, but I think most of these were just minor tweaks or adding some data in.

STATE LEGISLATIVE PROGRAM 2022

Public Health & Environment

- Local Health Department Funding
- Medicaid Expansion
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- Tobacco 21 (T21) Policy
- Expedited Partner Therapy
- Seniors and Area Agency on Aging Issues
- Energy Efficiency
- Energy and Environmental Mandates
- Stormwater Management
- Infrastructure Funding
- Hazardous Waste
- Clean Air

LEGISLATIVE OBJECTIVES:

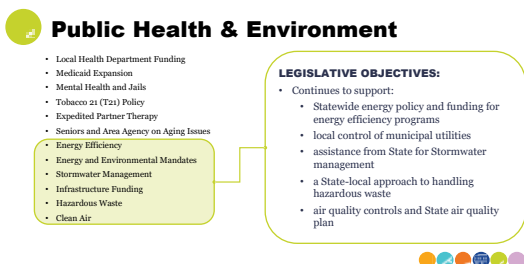
- Continues to support:
 - increased State investment in public health funding
 - Medicaid expansion
 - behavioral health programs resource expansion
 - funding aging programs that are home and community based



Again, Local Health Funding, several other things we've had on here is where there hasn't been a continued investment by the state and to that I would think most of us understand the challenges we have around mental health and things of that nature or for Public Health Departments this last couple of years. So, that's there.

Medicaid Expansion, we've talked about this over the years as well as Behavioral Health Programs. We really struggle here to fund those and we have some great organizations that do work for us, but it's seeing more state funding there as well as for our Aging Programs for the county, so these are all pretty important ones.

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The next slide, I think covered one of them that I had highlighted on here. This one, I don't think it should have been in there. The Expedited Partner Therapy actually shouldn't have been in this list. It's down further in the questions about adding.

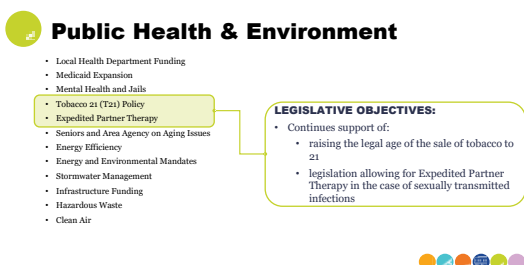
On this one this is kind of over on the environmental side. These are energy efficiency. The state has an energy efficiency programs in the past, used them in other municipalities, they were wonderful. Not seeing a broad deployment of funds to this that I'm aware of at least in the last seven or eight years.

Also, local control for municipalities. If they utilities and how they manage and operate those. Assistance from the state on stormwater management, especially the technical side. They have a regulatory component that they provide, but they don't really provide assistance from a technical standpoint on how to meet their expectations.

Then, a collaborative approach between state and local governments on handling hazardous waste. I can tell you a few months ago we had a spill and we had a heck of a time figuring out what to do with it and how to even get someone to help us take care of it. It's a problem and it's a safety issue for our first responders as well.

The last one is just on clean air quality controls in our community, you know, if we have issues with someone with pollution, the state has a pretty basic program when it comes to that.

STATE LEGISLATIVE PROGRAM 2022



Then, Tobacco 21 and the Expedited Partner Therapy. So, what Tobacco 21 is about is setting the age for purchase up to 21. We've supported similar types of work here at a local level and then legislation allowing therapy for the partner of someone who has received—that has a sexually transmitted disease to kind of get them immediately, that HIPPA isn't blocking that help. Alan, do you have something better on that?

Alan Howze, Assistant County Administrator, said I think what it says in the policy is pretty self-explanatory. There's a problem with passing infections back and forth between partners, so this identifies when a partner comes in for treatment it automatically assumes that the other partner likewise would benefit from treatment and so both are given that at the same time. That's a way to block the chain of transmission. **Ms. Sieben** asked, any questions on any of those items before I move on to the next section?

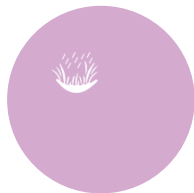


STATE LEGISLATIVE PROGRAM 2022

Other Policy Considerations

- Kansas Emergency Management Act
- Energy Spikes
- Youth Fatality Review Board
- Automated Espionage
- Mental Health and Juels
- Medical Marijuana
- Local Health Officer Authority
- Removing Active Consent from School Surveys
- Tobacco Tax
- Government Competition
- Golden Years Property Tax
- Housing
- Small Cell 5G Installations
- Water Quantity
- Water Planning

The policies above are all revised or new language.



Ms. Sieben said these are where we have just straight adds that staff didn't feel we had clear direction one way or the other on. I do think the first one is probably a pinch hit for you all, but I could be wrong.

STATE LEGISLATIVE PROGRAM 2022

Other Policy Considerations

- Kansas Emergency Management Act
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LEGISLATIVE OBJECTIVES:

- Restore Kansas Emergency Management Act to how it was before SB 40, the new language limits the State and local government's ability to request resources from the federal government
- Seeking support to protect residents and business from energy prices increase like occurred from the February 2021 incident
- Restore authorities of local health officers



The Kansas Emergency Management Act during COVID-19 was amended, but when it was done there was significant language in there that was struck that down limits state and local government's ability to request resources from the federal government. We believe it was an error or just wasn't thought through the way that it should have been, but we do feel like this is something that would be very critical to our municipality given our typography and the confluence of two rivers that we have legislation that is going to support access to those federal resources should we need them. That's something to just think about adding and I would take any directions or thoughts on that one as I'm standing here.

Commissioner Ramirez said I would 100% support putting this into our Legislative Program because we all know how that affected us in all local governments, especially the next portion where it says the Local Health Officer Authority. You know taking a lot of that authority away from them and it made it harder for us to do our job. You know every local government their job is to the people. The state, they oversee the entire state. We're in charge of the people within our boundaries and it's just taking that local control away from us, it was really hard. So, I would 100% support having that as part of our Legislative Program.

Ms. Sieben said I'm going to specifically speak to these individually so the first one is the Kansas Emergency Management Act. We're kind of transitioning—I'm sorry, we're transitioning away from just that conversation on like these things have been in here. This is something that occurred last legislative session, I believe, and needs to be corrected fairly promptly I would think before we have another disaster on our hands that we are then not able to get the resources that we would normally seek from the federal government. Is that something that everybody can kind of nod their head one way or the other. Are you okay with adding that back in. I'm seeing something like a consensus.

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The next one is on Energy Spikes. I bring this to you. It was something that was brought into the League, document of municipalities, just to be clear about the energy price increases that occurred in February 2021 that some of us are just going to start seeing in our bills as we go into winter. It's much broader than what I've captured here on this PowerPoint, but the concept is there is work to be in this area. States have a lot of regulatory authority in this area and also their work to put pressure on the federal government to address some of the issues around how we buy, sale, move energy around the country. I would take any thoughts on that. I don't have anything specific on what we would be asking for other than we want to be able to be at the table as it could impact us. General consensus.

The next step is the Health Officer and I'm going to open that up to you guys. You understand what this is, I believe for the most part, and again staff is looking for direction from you all as to whether this is a policy that you would want your lobbyist to advocate for.

Commissioner Bynum said I guess I'm pitching this out to the group as well because if we're talking about restoring the authority of our Local Health Officer to what it was about mid-pandemic, then I think we need to discuss that because there are probably varying opinions in the room. You know prior to the changes in the state law, the authority to adopt a local health order was not ours. It was the Chief Medical Officer and if that's what we're saying, then I think we're probably going to have a variety of opinions here on that. I would probably want a little bit more detailed information about when the state law changed, what specifically did it change.

Commissioner Markley said a little bit of a follow-up question or statement on that. If the state law just left it up to us, then we could decide whether it was us or the Local Health Officer who's got the power to do that. I think that would sort of maybe satisfy every potential opinion because then we could either make the decision to say no we're going to let you do that Health Officer or we could say no, we're going to do that where right now it's a state saying you don't get a choice, you, local governments don't get a choice. I would say if it's worded so that we can decide who is going to do it, then everybody wins.

Commissioner Bynum said I think whether or not the state would entertain that is an entirely different question. They seemed very much interested in making sure they told us how the show

was going to be run as they have done many, many, many times before on a variety of topics. Doug am I remembering it correctly because they sort of midway through said wait a minute, you don't get to do that. **Mr. Bach** said, Commissioner, you're exactly right. This power did set with the Health Officer up until midway through, like you said, through the pandemic and then they removed it from the officer so it was residing with the elected officials on the county level.

Ms. Sieben said so what we have from Commissioner Markley, I could draft that and put it as an alternate to go in there for your consideration. So you're going to get like an Option 1a and then you could say, I would move to approve with including Option 1a.

Commissioner Johnson said looking at the Energy Spike, how will we interact or will we interact with BPU relative to what we have here because it would seem to me that whatever we would suggest would only go as far as our relationship with BPU would allow. Would they be included in that dialogue or it's just a general statement from the UG, the local authority? **Ms. Sieben** said I will read you the actual verbiage that is currently proposed. "We support federal review and investigation of the extraordinary energy price spike seen throughout the Midwest in the winter '21. Based on information gathered, we encourage Congress and the federal, regional, state agencies to make appropriate changes in laws and regulations governing natural gas and electricity production and sales to promote stability in energy prices." So, I would think maybe we would want to put something in there based on what you're suggesting that would say in coordination with BPU perhaps, just a thought. **Commissioner Johnson** said yeah, exactly. **Ms. Sieben** said then I can reach out to Dave Mehlhaff. Is that something we generally agree to, that concept or other thoughts?

Commissioner Davis said I just want to add, as I understand it from the Board of Public Utilities and please correct me you all if I'm off here. Because this is an entity that we in a sense own, I'm using that loosely here, please correct me, we probably have more influence over this than we think as opposed to some of the other jurisdictions that maybe have to deal with Evergy or some of these other private entities. So, coordinating, yes, but I think also like we need to do something and if we need to delegate or just say this is what things are going to be, I'm perfectly fine with that. Those are just my views, but they're not a private entity and I think we should be careful

about this as if they are a private entity because they're not and we need perhaps a more aggressive approach to addressing some of these energy spikes conversations.

Commissioner Kane said we also have to be mindful that they have their own Board. What I would like to do to go further is to sit down with them to talk about this. The reason I say that, I want to pick their brain and yeah we own them, but they have an elected board and I just think that would be a smarter way to say hey, we're pretty sure there's going to be a hike in this coming winter, how can we collectively work together to solve the issues.

Commissioner Burroughs said I would state that our utility is run by a separate board. There have been suggestions in the past maybe to have the KCC step in and regulate and oversee the cost of power in Wyandotte County. Rest assured, just to do that study it's well over a million dollars and that will be passed on to the ratepayer, so there's concerns in reference to energy spikes. A lot of that was cost of raw materials and the supply chain that caused some of those exorbitant increases and so when you're cherry picking by industry, those costs can get kind of exorbitant. Just be mindful that our utility, it is our utility, we have an opportunity through the board to address energy costs, but I will state that very few in our community suffered the extreme costs that other counties exhibited and experienced during the last storm crisis that we had. It encouraged the legislators to implement emergency processes to help with that. I believe that sent a strong calling message to across the energy industry to begin with, but we'll have to wait and see.

Commissioner Kane said I also think that when we're doing this, when we get done we should have the legislators come in and say here's what we would like you to work on and see if they already have processes in play, bills ready to go because we'll get the feeling where they will help us or they won't and I know most of them will. I just think we make ours, maybe they come in and jointly we come up with some more.

Ms. Sieben said any other thoughts on that one? I know that one was a little more complicated, but I wanted to throw it out there to you and make sure you'll still excited about this.

STATE LEGISLATIVE PROGRAM 2022



Youth Fatality Review Board. We've had conversation about this over the last while. It's something that the Health Department has provided us, basically protections for those review boards doing the work. I'm going to stop on that one. Any other questions you have on that? I can read you the full item if you need it. I don't know if Juliann has been able to join us yet or not.

Mr. Howze said I could just add, this was one of the things that was on the legislative agenda last year and was successful in getting through the legislature that allowed for the establishment of the Youth Fatality Review Board. This is continuing that for process of refinement around sort of data sharing and other things that you know this is sensitive and confidential information. There is interest on both sides with getting information and checking information so this just continues to work on that further refinement of this idea. **Ms. Sieben** said is everyone okay to go ahead and add that. All right.

Ms. Sieben said the next one is Automated Expungement for certain types of criminal records. I now DA Dupree has been working on some of this but there seems to be a little bit more nuance that we would like to see from the state. This was again from the Health Department. The details are in there. I'm going to again defer to Alan, if he wants on this one, or if anyone else has any questions, we'll try to answer them directly. If not, I'm going to ask, yes put it in? I'm seeing some yeses.

The next is Medical Marijuana that is coming up in here and this is kind of like and basically it's again from the Health Department or was actually suggested language from the League. They were basically looking for guidance and information for how local cities should handle it and for consideration if they were to approve use of medical marijuana in the state, how municipalities could tax it. That's kind of the concept here. It's not as much direction on what we want as much as consideration of how we would be at the table.

Commissioner Kane said coming from a redneck this is going to sound kind of funny, but we need to do everything that we can to encourage medical marijuana. The reason I say that is both my parents suffered long-term illnesses and anything that we could have given them to relieve the pain, I would have done it. I think this is one of our bigger ones myself and actually my father-in-law for that matter. Not so much about the money, it's just making our people when they really need some help to move on. I just think it's something that we should really capture.

Commissioner Johnson said second.

Commissioner Davis said I may be alone here, but I'll push it even further. I would want full legalization of Cannabis on here. If you look at Illinois, if you look at Colorado, if you look at some of these other states, I know that more studies are being done as far as the impact goes, but when we talk about revenue and we talk about just the potential of what it could do for our community, I think it's worth a conversation and it's worth us looking at an honest review of the impact on these other states and what it could do for Wyandotte County and the state of Kansas.

Ms. Sieben said so my approach at the moment is to bring this back for you to vote on as an alternate as it currently reads unless I get direction to go further as Commissioner Davis has suggested.

Commissioner Burroughs said I think this is a subject matter I want to key off of what Commissioner Kane said. It might be important to talk to the legislative delegation and get a broader view as to what is being discussed in Topeka at this time. I will share with you my personal experiences. We didn't even have these discussions three years ago and we're making headway and having that discussion and there are only four states left in the nation, and I stand corrected, that don't provide any sort of legalization of marijuana and it's all in the Midwest and we are surrounded by three states except for one that has taken some form of action of legalization. But Kansas continues to be a conservative state with conservative laws on the book. This is not much different than us wanting gaming years ago and all the trials and tribulations that came with the subject of gaming, I would just state that I like how you proposed it, medical cannabis. It's important that we discuss medical cannabis and not legalization of marijuana. It's the subject matter is quite the same, but I would just encourage us to talk about the medical cannabis that,

again, I would ask that you may want to pose this to your delegation and hear a broader view as to what the subject matter is going forward on this issue. **Ms. Sieben** said I'll swing at this one and see what you guys think when you bring it back forward and I do know the legislative delegation, we are working to put something together on that, so just to address some of those comments, know that is up and coming.

This next one I am seriously going to struggle on it and I'm sorry, but I'm hoping that either Alan or Juliann can help me. Removing active consent from school surveys, apparently it's something that's limited our data gathering potential on information around the youth and it's really ties back into that SB 40 Bill that we were talking about earlier and kind of removal of discretion in times of health emergencies. I can't give you all the detail on it. Alan, do you have any more on that one?

Mr. Howze said just a little bit more. This has sort of changed from kind of an opt out to an opt in when you're doing surveys so that requiring an active consent means going that extra couple of steps. That tends to limit participation in survey collection and so this has been something that has inhibited the collection of some of the health data so this is looking to remove that language pretty much back to the way it was for a long time where it opts out the default for this type of survey information and that's what the state collected. **Ms. Sieben** said okay, that helps me a lot. Thank you Alan. Thoughts on this one, add it, don't add it, worry about it later.

Commissioner McKiernan said I just want to follow this up a little bit more. So, if we remove active consent and we no longer go to a parent or a guardian and say do you consent for this information to be collected and aggregated, anonymously I'm sure, so at what level is that done. Is that at the individual school level, is it the school district level, is it the state level. Who administers that where a family knows unless you explicitly opt out, your data can be gathered and aggregated anonymously? If you don't have the answer to that question, that's fine, but I would like to just know kind of how that's going to be run. **Ms. Sieben** said in this instance it was done by the Public Health Officer so this ties back into the kind of removal of any authority of the Public Health Officer as I'm reading this and places it back on folks like yourselves or school boards who aren't the medical experts per se.

Mr. Howze said actually it's maybe caveat so I think it's a statewide survey. It's like the Youth Risk Behavior Survey that I think is actually a national survey and it looks at behaviors

associated with alcohol consumption and sexual behavior and those sorts of activities and it gives insight for Public Health Departments on activities, but also sort of strategies for are things going up or things going down. So, they use that baseline of information as part of the designation or denying of public health strategies. I don't know the answer to your question. We'll find out that specifically, but that's the intent behind the survey.

Commissioner Bynum said I was just going to say that I'm aware that those risk and protective factor surveys are given in the public schools at a variety of grade levels and that's why I'm kind of leaning for removing the active consent because especially in Wyandotte the more data we can capture around those stat specific survey, the better our health policy will be.

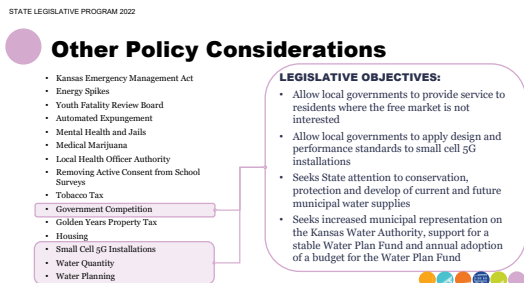
Commissioner McKiernan said I completely agree with that but I know that there are some who just want to make sure that they know how their data may be accessed to may be used and so taking out the active consent is fine with me as long as there is a mechanism in place for adequately communicating to all involved families, parents, students how and when their data may be used.

Ms. Sieben said it sounds like we have a proposal to kind of amend the language and I would work with Juliann but to have something that's part of this that if it was adopted by the legislature would allow parents, legal guardians to be able to understand how this data was being used.

Commissioner McKiernan said it may actually be in place now or there may be a framework for it existing already that I'm simply unaware of. Historically, have we've gotten the document that has—and this is a prelude to that document isn't it? We've gotten the little document that has the actual language that we are proposing, so this is a prelude to that. Getting that may help clear up everything that I have a question on so I'll simply wait for that. **Ms. Sieben** said this was sent out and it's quite the paragraph, but it was a while ago.

Mr. Bach said was that sent out about a month ago? **Ms. Sieben** said yeah. **Mr. Bach** said so you have kind of a red line to review in advance of the actual language? **Commissioner Markley** was inaudible. **Ms. Sieben** said we were going to do this a couple weeks ago and so that's why the gap, so I do apologize, but that's why I'm actively trying to go through this with some level of detail plus taking in mind there are some new folks sitting here with us tonight so I

thought that was important too. I will have that one come back with the caveat on there and we'll see if that already exists in the way it was currently phrased before it was amended with SB 40.



Government Competition, basically this goes back to where free markets are failing folks and I think we have examples of that in our community when it comes to broadband infrastructure, small cells, etc., etc. Basically, that if a local government wanted to step in and be able to do something like that, say should you choose with some new federal grant program that you want to do that, that you should be able to. Not that we are or not. It's just giving us the ability to be able to make those determinations and not tell us as local governments that we can't provide cable tv service as an example. That's kind of what that one is all about, it's a generic statement. Thoughts on that one. Yay or nay. Don't need it if you don't want it. Not very excited. I'm not looking to put it in if I don't get some—don't care, okay.

The next one is on Small Cell Design and Performance Standards. Basically, this was a request from our Planning Department to, again, allow us to have some regulation over the look and feel and placement of these new small cell towers. A lot of local governments have some consternation about how that will be done as they're being more broadly deployed. Again, it's not to completely regulate every last bit of it, but to give us some authority that they can't stick it in the middle of the street. Everybody okay with that? Probably won't get it, just so you know.

Water Quantity, this one again goes back to—I've been digging as part of an association I'm working with around water rights, water in Kansas. This impacts more of the BPU, but it also could impact our residents and as the governing body I wanted to bring these forward to you. Water Quantity, this is again protection to conserve and protect municipal water supplies. We are a municipal water supply through BPU and if the state is actively working in the space, we would be better off because there's a lot of interest to divert supply. In this case from the Kansas River or the Missouri River upstream, that could have impact. This would give us authority at a state

level and I would also say going forward we might want to consider something of this nature at the federal level. As an example, right now Kansas City, MO is digging several wells to get through this winter because the Missouri River is going to be at an all-time low over the winter and their ability to pull water out of the Missouri River is being compromised. These are by choices being made upstream in the river in other states, but we are seeing issues like this start to come up within the state of Kansas within the Kansas River Basin. Any thoughts or comments on that one? This gives us the opportunity to watch what's happening. It doesn't provide directive other than to watch.

Water Planning, this also would be kind of an engagement around the state to plan more for water. Recently I spent some time with the state water office and have been learning about the challenges they have to address water issues and a fund for water projects. Also something that doesn't directly impact us today, but could down the road and advanced planning would be smart in this area. Yes, no, comments? We'll see how it goes, we can remove it.

STATE LEGISLATIVE PROGRAM 2022



Other Policy Considerations

- Kansas Emergency Management Act
- Energy Spikes
- Youth Fatality Review Board
- Automated Expungement
- Mental Health and Jails
- Medical Marijuana
- Local Health Officer Authority
- Removing Active Consent from School Surveys
- Tobacco Tax
- Government Competition
- Golden Years Property Tax
- Housing
- Small Cell gG Installations
- Water Quantity
- Water Planning

LEGISLATIVE OBJECTIVES:

- Seek to find a program that protects seniors of a certain age and financial capacity from the burdens of increasing property valuations
- Seeks support for programs that will encourage access to quality housing and utilizes the State's new Housing Study



I believe we have one more left and this one might excite some people. Actually two more. I'm going to cover the bottom one first on housing. The state recently put out a new housing study. It has recommendations in it, a lot of things we've talked a lot about around this room over the last number of years as it relates to our blight issues, but also quality housing, affordable and quality housing and different programs. So, basically, it just says we support this. If you're interested, there's a state website I would be happy to share with you on that, but it looks like I'm getting some head nods on that one and it should be a slam-dunk.

Last one, Golden Years Property Tax Legislation. We've talked a lot about this one and how we would bring this to you. There's been conversation in my 20-some years in Kansas now around this in different times at the table. Trying to find a way to do this that protects seniors of a certain age and of a certain financial capacity with, you know, the burdens of increased valuations.

I think the caveat of age and financial capacity is something that this governing body should be interested in considering, not just age. The other thing is perhaps a cap or an escalating cap on how fast it can go up. You know this year with inflation we all know that everything has been going up and even social security is going up by almost 6%. So, I think those are things that would need to be part of this in order to do as much to protect and hold us harmless but yet give those folks who have made their contributions to society the opportunity to stay in their home.

Commissioner Johnson said I just simply want to double down on that. We need to do that post-haste. I think with increasing market values across the nation and certainly in our own community, this is something that we're going to be having to address. Well, it's already something that we have to address and it's only going to increase, so this is something that hopefully with the state's aid, somehow we can find something that can address this particularly in Wyandotte County.

Commissioner Bynum said I'm going to say I have a variety of questions I guess. My first one would be, how does it in—how does a concept such as possibly holding flat valuation interplay with our new law that we have to follow the revenue neutral legislation because you know you can't raise your values higher than—so those two I'm kind of contemplating how those things are together. The second thing that this makes me think of is, it's not so much that I want the valuation flat as I want the tax bill flat because as mom ages if there comes the day that she's got to transition out of that home into assisted living and we're selling that house, we sure want as much as we can possibly get for it because she's going to need that money in her new assisted living facility. As valuations are rising we want her to take advantage of that and get the best price possible for her home as she leaves it. So, I would be interested in crafting language to supports keeping the mill levy different. That's the only way you're going to get a different answer for her is that she pays at a different mill levy rate. I would be very interested in how we can do that.

Mr. Bach said I think we would have to keep our language on this one fairly general because whatever language comes before the state house and I know there's some conversation about proposing things. If our concept is one where we believe we want to—I mean our concept is we want to keep the tax burden lower or neutral or minor differences for those in the senior population. How that's done, I don't think we can write enough formula's that well we do it this way or this way, you know, we're not the ones that's going to make this legislation happen. It's

going to be showing our support for it and that's what we're trying to gather and put on here that if that's where we want to be and you all support that, yeah, that will have some impact on our revenues in the future. It doesn't take money away, it just doesn't allow us to grow until that property sells at some later date. So, if we can write it in that form and then we just know that we can actively engage to show support if something comes and if it's gray as to what the language is, I mean we have to come back during the session and say something to you, but it's important where we are.

Commissioner Burroughs said I would state that if we want to move forward with this, I think it's a subject that has had much discussion in our local community, but right behind the word valuations we might want to put and taxes or taxes because I think that covers both subject matters. I mean we understand what valuation happens if the mill levy stays the same, it's still more money. It's a complicated formula for some. I would just state that I would like to see the word taxes added to this because I believe that's what people truly understand.

Commissioner Stites said as you guys were going across there, I completely 100% agree. I think, Commissioner Bynum, when you brought up the RNR and holding—freezing the appraised value is not the direction that we need to be going because it's just like you said, when we go to resale and things change whether our loved one or the situation goes into assisted living and we need to sell that house, then we need that to be appraised at this clock. So, freezing the tax, the property tax, is what I'm absolutely all for.

Ms. Sieben asked, is everyone okay with suggesting an age and financial—again, this goes back to Commissioner McKiernan, I'm just wondering if you're on the wrong side of the cutoff—you're not, just a thought on that. I think that's how we could phrase it and then we'll attach it to the actual tax amount and then see what happens.

STATE LEGISLATIVE PROGRAM

Questions?

Melissa Sieben
Assistant County Administrator



December 16, 2021

I believe that is it for me and thank you for putting up with me in a marathon, not a sprint. Thanks everyone.

Mayor Garner asked, quickly, are there any other last minute comments as we prepare for our next session?

Commissioner Davis said very, very, quickly, I think given the amount of different proposals here, if we can just get some sense of other jurisdictions similar to our size and what their priorities are. It may be a big five or a big ten just to kind of narrow down. These are a lot of policy proposals.

MAYOR GARNER ADJOURNED

THE MEETING AT 6:50 p.m.

Carol Godsil
Deputy Unified Government Clerk

dt

December 16, 2021

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

SPECIAL MEETING, THURSDAY, DECEMBER 30, 2021

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in a Special Commission Meeting, Thursday, December 30, 2021, with ten 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; Markley, Commissioner Sixth District; Davis, Commissioner Eighth District and Garner, Mayor/CEO presiding. Stites, Commissioner Seventh District; was absent. The following officials were also in attendance: Doug Bach, County Administrator; Bridgette Cobbins and Melissa Sieben, Assistant County Administrator's; Brett Deichler, Unified Government Clerk; Misty Brown, Chief Counsel; and Monica Sparks, UG Clerk's Office.

MAYOR GARNER said before I call the meeting to order, I want to announce that due to COVID-19, we have individuals attending remotely as well as 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 participating knows who is speaking. This is critical given the number of remote participants in his current guidance from the Kansas Attorney General.

MAYOR GARNER called the meeting to order.

MAYOR GARNER said I would ask the Clerk to announce the meeting and call the roll.

ROLL CALL: Markley, Davis, Bynum, Burroughs, Townsend, McKiernan, Ramirez, Johnson, Kane, Garner.

NOTICE OF SPECIAL MEETING of the Unified Government of Wyandotte County/Kansas City, Kansas, to be held Thursday, December 30, 2021, at 4:30 p.m. in the fifth floor conference room of the Municipal Office Building regarding an executive session to allow the Commission

to discuss a candidate for employment, a private personnel matter related to an individual(s), as permitted under the Kansas Open Meetings Act.

.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 Garner asked if there were any revisions to tonight's agenda. **Brett Deichler, Unified Government Clerk**, said we issued a blue sheet modifying the Mayor's Agenda for this evening regarding a resolution utilizing the former Reardon Convention Center as a temporary weather shelter. Also, our original Item No. 1 on the Mayor's Agenda scheduling an executive session has now been moved to Item No. 2. I will also add that due to the impending weather forecast this weekend, we are limiting tonight's comment section to 20 minutes.

Mayor Garner said per the blue sheet, Item No. 1 has been added which is a resolution utilizing the former Reardon Convention Center facility as a temporary cold weather shelter for the unhoused. I'll ask Misty Brown, our Chief Legal Counsel, to make some opening remarks regarding this resolution.

MAYOR'S AGENDA

Item No. 1 – 211313...RESOLUTION: UTILIZING THE FORMER REARDON CONVENTION CENTER FACILITY AS A TEMPORARY COLD WEATHER SHELTER FOR THE UNHOUSED.

Synopsis: A resolution utilizing the former Reardon Convention Center facility as a temporary cold weather shelter for the unhoused, submitted by Misty Brown, Chief legal Counsel.

Misty Brown, Chief Legal Counsel, said what you have before you is a resolution of support for using the Reardon Center as a temporary cold weather shelter for the unhoused in our community. You will note that the resolution states that the Commission supports finding short and long-term solutions and working collaboratively with our stakeholders. It notes that there is a contract between the Unified Government and Crosslines Community Outreach, Inc. to provide these services at the Reardon Center. The resolution voices the support of the Commission to do this and directs the Mayor, County Administrator, and other staff of the Unified Government to take further action and execute other documents as necessary to satisfy the intent of the resolution. As I walked through the resolution tonight, that is essentially it in a nutshell and so I would send this back to the Mayor to see if you have anything to add.

Mayor Garner said at this time I will open this matter for public comment from the public who wish to express their comments regarding this matter that has been set before you. Is there anyone joining us virtually that would like to speak on this matter? If so, please raise your hand to be recognized. Once you've been acknowledged we ask you to provide your name and city of residency for the record. You will be given up to one minute to state your comments. Should you go to the half minute mark, the Clerk will announce the time remaining you have remaining and that will allow you time to wrap up your comments.

Dustin Hare said I work for WyCo Mutual Aid. I've been working with the unhoused population for going on two years now. Sorry, I just walked in and don't have anything prepared, but I just want to say that I definitely support opening the Reardon Center and getting these folks out of the cold because last year I was out there with them, gathering people up, taking them to the cold weather shelter and ensuring that they had a place to stay overnight. I know we lost a couple people on the Missouri side when the weather got cold and I don't want to see that happen here in Wyandotte County. So, that's all for my comments tonight.

Sawyer said I work for Pride Haven on the Missouri side which is an LGBTQ shelter as well as Kansas City Mutual Aid and for KCAVP. We work a lot with the unhoused population. I have worked with them for the majority of my career and it's important to me that this stays open. Like

Dustin had said, we lost some folks on the Missouri side this past year and I believe that it is our duty as a community to care for those who are unhoused. That is all I have.

Chester Bell said I work with several volunteer organizations on the Missouri side and occasionally on the Kansas side as well. Come on, your heart must speak to you each about if you were out in the cold, it's 25 degrees outside and you ain't got nowhere to go, does that seem like your community cares. I mean just think about that. I don't need an actual answer. **Monica Sparks, UG Clerk's Office**, said sir, you have 30 seconds. **Mr. Bell** said it's freezing outside. Please help these folks. It's an opportunity for them to also get other services over there.

Susila Jones, Executive Director with Crosslines Community Outreach, and I just wanted to say—**Mayor Garner** said can you give your address please? **Ms. Jones** said my city of residence is Overland Park, KS. I just wanted to share a little bit about the importance of this project. We are here literally to save limbs and lives of the people who are unhoused and although we are technically the one on the contract this is a very broad—**Ms. Sparks** said you have 30 seconds—**Ms. Jones** said collaboration of agencies including the Kansas City Dream Center, Care beyond the Boulevard, Our Spot KC, our primary partners. We also have the very much support and collaboration with MLM, Mt. Carmel, Vibrant Health, and Wyandotte, Inc. We are staffing this shelter with people who work at those agencies who are daily working with the unhoused population and I feel very confident in this community's ability to take care of our community.

Dr. Carissa said first I would like to say thank you so much for opening the center. The unhoused population is very grateful and thankful for this. I just want, I guess, just questions answered so the community would know since this is open to the public right now, but basically, what will be the hours for the center, who will be allowed as far as families, children, pets because as you know that all of the unhoused population come with their own set of people and how long will the center be open—**Ms. Sparks** said you have 30 seconds—**Dr. Carissa** said I'm done. I just wanted those questions answered.

Patrick Ishmael said I'm a resident of Strawberry Hill. I found out about this meeting about 20 minutes ago, not from my own Neighborhood Association, and it sounds like there are a number

of non-profits that were made aware of this and have come today which is fine enough, but there should have been community engagement with the people who live here before these decisions were made. I am very, very, very upset that this is the process that has been used to not only set this up, but set up the process to, I guess, renew what that building is going to be used for in the next few months. There should have been outreach people who actually live here. I don't know where all these non-profits where they reside personally, but as someone who lives here, we do certainly have a homeless problem, but this should have been an issue that we should have engaged as a community and the people who live here should have been engaged first and foremost. As far as I can tell that outreach started about 20 minutes ago and that's not good enough.

Amber Holmes said I am the Outreach Coordinator for Care Beyond the Boulevard and our office is at 5th & Quindaro in Wyandotte County. I reside in Raytown, MO. My outreach efforts are in Wyandotte and Jackson. I originally opened a cold weather shelter in Wyandotte County six years ago and it's been successfully run. This has been a collaborative effort for years now and I just want to share that and kind of piggyback off of Susila Jones—**Ms. Sparks** said you have 30 seconds—**Ms. Holmes** said these efforts are very collaborative. We are boots on the ground daily in the streets in assisting the unhoused to get housed and we've successfully worked with individuals every winter now. This will be our seventh winter to assist these individuals so thank you very much for this opportunity.

Helen Collins said I stay in Wyandotte County. I am one of those I believe in helping and I have had people come to my house and stay because they were homeless, but I should and it's—on numerous times but I should not be able to keep doing that when we got places where they should be able to go. Also, there was a gentleman on here that said he was upset about something—well about the community. We as a community do need to get together and try to have meetings, try to find a resolution. This hurts my heart to hear this about the homeless. I don't know if the information is correct about the door being closed on them. I can't go out in my car and go find 10 people and let them stay on my floor, physically I can't do any of that anymore. I don't know what—**Ms. Sparks** said you have 30 seconds—**Ms. Collins** said I want to help if I can in some type of way if it's just a voice.

Ms. Sparks said, Mayor, those are all the hands we have online. We do have members of the public in the lobby.

Charles Carney said I live in the Prescott Neighborhood, 309 No. 15th St. I'm a resident of Wyandotte County. I feel deeply—where's our moral compass. My friends have really worked hard to set up this shelter and now you're going to pull it away. You're going to pull the rug out from under them. This is not right. You can judge a society by how we treat our most vulnerable. Cold weather does not discriminate against which county you live in or who's helping from which county. I'm hoping that we can be less tribal and more global in our outlook and that we can do what it takes, the bare minimum, to keep people housed until we can find longer term solutions which I know many of these non-profits are working very hard on.

Rachel Erpelding said I'm the Executive Director for Kim Wilson Housing here in Wyandotte County and we operate the Frank Williams Outreach Center and have been working with the houseless for multiple years and have also had staff who work and operate the homeless and cold weather shelters for six years now. We want to just voice our support of opening this shelter even if it—**Mr. Deichler** said you have 30 seconds remaining—**Ms. Erpelding** said even if it's temporarily or an interim in order to allow public input. But to close when the weather is just about to turn cold is really not acceptable and we just need to show compassion and really serve the most vulnerable in our community by helping people who have no place to go when it's extremely cold.

Reece Towers said I have to say that I have a business down by Strawberry Hill and I'm also a resident of Wyandotte County. We were not notified of anything of this matter, so it's a shock to us that this is even taking place. We were told that 30 organizations were contacted. We have an organization and we were not contacted and we're right across the street from the Jack Reardon Center. That is a huge concern of ours. Now I'm too all for helping people especially the homeless. I'm a community activist—**Mr. Deichler** said you have 30 seconds remaining—**Ms. Towers** said I march and protest these streets but I think the community should have been involved in this decision and then we're basing the decision off of the past leadership. We need to give the current leadership the opportunity to handle this matter, not the past. Doug Bach is gone, goodbye.

Let the new leadership step in and handle their business and we come together as a community, talk about the situation and move forward.

Rob Santel said I am a resident of Olathe, KS and I have been working in this community serving the unhoused population for five years. I have been a part of this project for the last two years and I have spent almost the entire last year planning and preparing for long-term solutions to homelessness as well as this temporary extreme weather project that is needed for these cold weather temperatures. I'm a licensed mental health professional here in this community and we need desperately to respond. We have been working and serving in this community—**Mr. Deichler** said you have 30 second remaining—**Mr. Santel** said for over 60 years and our efforts have not started 20 minutes ago. Our efforts started several months ago. We have engaged city leaders, we have engaged faith leaders, we have included people within the Unified Government, we have included neighborhood groups. We held a housing summit in October which all of the neighborhood groups were invited to that we shared those plans with. We have done our job. We need to keep our people safe, the most vulnerable that do not have a voice at this table. That is why we are here and I appreciate your support Mayor and Commissioners.

Rachel Russell said I have the courtesy of living and working here in Wyandotte County. I will say, like numerous others have, that time is not a luxury that we currently have. As many of you know this, the works and the plans were guided by a lot of your advocacy in numerous ARPA conversations as well as Commission meetings saying that we needed to have a plan. Our most urgent plan was to make sure that we had something in place for a cold weather shelter. I think it is very important that we realize—**Mr. Deichler** said you have 30 seconds remaining—**Ms. Russell** said that we realize regardless what corner of Wyandotte County this shelter or any other homeless project is in, we are going to experience nimby. We will have a list of folks who are supportive and we will have a list of folks who are not. This is an opportunity for Wyandotte County to say we will utilize any of our resources that we have to make sure that our most vulnerable are safe and they are welcome in our community.

Kimberly Weaver said I am a resident of Wyandotte County and I just want to actually take time to name the people that are going to be affected by this, Wes, John, Mike and Vernell, Ellen, James,

William and Diane. These are people real lives that are part of our community that are people that live here in Wyandotte County even though they're unhoused. These people could potentially die if we don't open this shelter this weekend and I want us to really keep that in mind. There's death, there are people who could lose body parts—**Mr. Deichler** said you have 30 seconds remaining—**Ms. Weaver** said there's all kinds of things that could be happening to these people and we're making a decision to put them out at the coldest time of the year and I don't want that to happen. These are my people, these are the people that I see and I care about.

Ms. Sparks said, Mayor, we do have three additional hands online.

Laura Sturgis said I live in Strawberry Hill very near this location. I kind of hopped on late because I literally just found out about this about 10 minutes ago. I feel there are two separate issues here. The first is how do we show care and compassion for those most at need and I do hear people speaking out on behalf of those who do need help and assistance especially in the cold and I understand and I am sympathetic to that. But there is a second issue that seems to be placed as an opposing viewpoint but it's not. It doesn't need to be and that is the concerns of those living here for safety and cleanliness and how those are going to be addressed if there is a shelter here. Who's going to be providing extra security and who's going to be cleaning up the trash because right now it's the neighbors who do all of that. That is all.

Nehemiah Rozelle said I'm a social worker and I've worked with folks experiencing homelessness in Wyandotte County for over five years and residents of Kansas City, MO. I want to say first of all that I'm one of the people who are staffed and trained to run the shelter this winter and we really were hoping to fly under the radar with this whole thing to not cause any sort of stir, to not have any more sort of media attention sort of brought upon the group because of the actions of the Mayor—**Ms. Sparks** said you have 30 seconds remaining—**Mr. Rozelle** said we're also really open to any community concerns as this shelter continues on this winter. This staff that's running the shelter is very capable and so I have full faith and confidence. There's years and years and years of experience among this staff working with the folks who are experiencing homelessness and folks experiencing mental illness. I have full faith and confidence that the staff will run this

well and that any issues that kind of come up will be open to the community—**Ms. Sparks** said your time has expired.

Heidi Holliday said I'm a long-time Wyandotte countian. I've lived and worked in this area for 12 years. I would urge all of the commissioners and the Mayor—(Ms. Holliday lost connection).

Mr. Deichler said, Mayor, if I may, we have actually reached our 20 minute mark. I would also add that Susan Thomas contacted our office and was in favor of opening the center as well.

Mayor Garner said due to the technical difficulties of our last virtual—**Ms. Holliday** said I'm here. **Mayor Garner** said okay, we'll give it one more try, go ahead. **Ms. Holliday** said I've lived and worked in Wyandotte County for the past 12 years. I recently moved outside of it and I am encouraging you all to support the cold weather shelter. This is the culmination of a lot of work on a lot of non-profits as others have mentioned today and it's also part of the Community Health Improvement Plan to support housing for all. I would encourage you all to remember that housing is something that we're concerned about for all Wyandotte countians and that now is not the time to cancel the work that's been ongoing for the past four months.

Mayor Alvey asked, do any of the members of the Commission have any questions or comments?

Commissioner Kane said I move to approve the resolution in support of using the Reardon Center as a temporary cold weather shelter. **Commissioner McKiernan** seconded the motion.

Action: RESOLUTION NO. R-108-21, “A resolution of support for utilizing the former Reardon Convention Center Facility as a temporary old weather shelter for the unhoused.” **Commissioner Kane made a motion, seconded by Commissioner McKiernan, to adopt the resolution.**

Mayor Garner said there's a motion on the floor and a second, but as far as comments are concerned, are there any other commissioners that would like to make a comment?

Commissioner Ramirez said I want to thank everyone who came out or is online. There's 118 attendees. I think that's the most I've seen since I've been on this Commission since we've been zooming, so thank you to all who have come to hear us and hear the discussion. I will say I support the resolution. I support the temporary warming shelter. It is temporary. Let us get through these cold months this winter. We have a whole year until next winter to sit down with the community, with everybody and find a concrete solution and location for everybody. I, as most of the Commission, know how I lead and how I make my decisions. I make and lead by my heart and conscience and so once I heard this was happening, I again a man of faith, I couldn't stand by and stand down. I had to fight. They are the unhoused. They may not pay taxes, they may not pay sales tax, property taxes, but they are still human. They are still community members, they are still residents and I feel that we haven't done a good job of fighting for them and this is one step towards that.

As I had mentioned in my email to the Mayor, I feel that our unhoused population have always heard wait and I think it's far too long we've told them to wait and so I thank all of the organizations who have worked hard on this. The only drawback and the thing that frustrates me is that I knew there were several commissioners that worked on this project and provided input, but what I had an issue with is the Commission wasn't notified that this project was going forward and that the contract was signed because when I was notified by Crosslines of what was happening, again, this isn't the first time I felt it while being on this Commission, I was blindsided. I once again had to tell community members, and I had multiple constituents call and email me, and I had to tell them I don't know what's going on because we weren't told.

Again, I thank all the commissioners that worked on the project with the organizations, but I think it was up to administration and staff to reach out or notify the Commission and say this is a project that has happened, this is the contract I have signed so that something like this we could have avoided. That's my only criticism and frustration with the process, but I think this is really needed and, again, we have a whole year to work together, work with the community members, the businesses, the neighborhood groups to find a more concrete solution moving forward. Again, thank you to all who worked on this. I really appreciate it.

Commissioner Townsend said I do support the resolution. I'm also cognizant of the concerns of some of the other members of the community who live near the environs of it, but what I would

hope someone could address on the record, and this may help some of those members better understand what the actual specifics and how this will be run, will be handled, so we can get this on the record. Would Council be able to do that. I know they said there's a contract or maybe Ms. Jones, if she's still available, and specifically address what triggered the opening of the shelter, under what circumstances, how many persons could be housed there, what the hours of operation would be, is this open to all genders, and what would be the plan at the close, say of the day, or the next morning following a night of shelter for disbursement of the population? I know that is a concern for residents in the immediate area.

Again, my thanks to people who have worked on this. It is something that we can no longer do nothing about because this is a life and death issue when we're talking about cold weather, extreme cold weather. I think having some of these details made public tonight may help people better understand what will help—what will actually take place. Thank you Mayor for putting this on the agenda.

Commissioner Johnson said I'm just reading a comment by one of the persons that spoke. Dr. Carissa asked the same thing that Commissioner Townsend talked about, but she also asked would we provide meals, are pets and all members of the homeless population allowed. Is the center open through the weekend only or through the winter and then what the capacity is. So those are the questions that I see out online right now that want some answers to.

Commissioner Davis said let me first apologize to our constituents in Wyandotte County. I'm going to be frank here, this is embarrassing and these conversations should have happened collectively with the Commission in mind. I understand the division of power and who does what between the Mayor and the County Administrator and there's that part in the charter, but there's also the soft touch and the soft skills of making sure that we are hearing from everyone and that when these decisions are made, there's enough political will behind it before the newspapers and social media and all that stuff gets involved. So let me first apologize because this, quite frankly, is embarrassing and you all deserve better from us. The Unified Government of Wyandotte County, Kansas City, Kansas, you deserve better.

I'm for this resolution. We do not have an alternative plan in place. I think moving forward from staff we need more communication on what's going on. I've been at this job for two

weeks and I'm not hearing from you—I did not hear from anyone on staff what was going on, the plans or anything, any part because this was kind of done with a few commissioners and now we're dealing with transitional leadership and we are in this particular situation. It's not okay, this is not normal, and I hope that we can do better and I hope that you, our constituents of Wyandotte County, will expect better from us. This is embarrassing. I am deeply disappointed, deeply upset and we have to do better.

In the meantime, I am for this resolution. We cannot leave people out in the cold, but I'll encourage you, Mayor, that we need to put together a task force for our council so that we can have a long-term solution. We need to partner with our other jurisdictions in the Kansas City metro area so that we can find a real solution to this issue. In the meantime, we need to make sure that people are okay.

Commissioner McKiernan said in response to some of the questions about the particulars of the operation, if I would be allowed, I do believe that Rob Santel we heard from earlier from Crosslines, that he would be able to give us a thumbnail sketch of the particulars of this. So, Rob, if you are still there. **Mr. Santel** said, yes, thank you Commissioner. Yes, I can address some of those concerns and I also want to extend an invitation to any commissioners or city leaders that would like to see the space and see what we're doing. I think a lot of concerns, frustrations, can be addressed once you see the space and what we have planned. Again, our intention is to go under the radar. We did not want this kind of attention and things. We want to go and operate this as a way that we have zero impact on the community.

We know that many of our guests that are experiencing homelessness in Wyandotte County are in this area and so we want to make sure that we are providing a safe space for them. Our shelter will decide to be open on nights when it's 25 degrees and below. We make that call at 8 a.m. everyday. We have a hotline that our guests can call to find out if we are open or we are closed. Our guests will start arriving at 6 p.m. and they can enter from 6 p.m. to 9 p.m. We will have staff that will be onsite, we are heavily staffed and heavily professionally staffed as well throughout that time. Our guests will be allowed to enter during that time. They will be provided with sweatpants and be provided with warm items for them to make sure that they are able to reduce any cold weather injury. Even though we were operating last year, we still had at one point three different people at KU Med on the same hospital floor that were having amputations on their

feet so we know cold weather injury is a real fact especially here in Wyandotte County and we need to make sure we're addressing that. Our guests will be provided with a tent for them to sleep in. We are in the middle of a pandemic so it is very important, especially among this unhoused population, that has not received the vaccine although we will make every opportunity for them to get access to testing and vaccinations while they are with us. They will have a tent for them to be able to sleep in, masking will be required of everybody that is in our building and we will provide a safe place for them to sleep overnight. We will have staff again that will be there for those time periods. We will also have professionals and we will have housing focused conversations with these individuals.

A great success of this project last year, as many of the participants that came to our shelter are in permanent housing now and that is a reason that we need to celebrate as a community because this is honestly the most proud I've ever been as a professional is because we have done great work to get people off the streets and into permanent housing. We have many social service providers that are ready, willing, to provide the much needed services that are needed for this population. We know what we're doing. We can do so safely. Our staff are trained in de-escalation. We have worked with the Kansas City, Kansas Police Department, especially their Community Policing, who's been great to work with in this kind of period and we know how to handle certain situations that may arise.

As Amber Holmes mentioned earlier, this is now our seventh season that we've been operational and we have had no major incidents or things that have happened. When people have a safe, warm place to be at night, they do not feel the need to throw a brick through a window to get into a warm place because they have a safe place to go, they have food to eat, and we will work with each of our guests to make sure that they have a plan for where they can go during the day when we are not operational.

Thank you Mayor. Hopefully, that addresses many of your questions. Yes, we will also have meals for our guests both a hot meal in the evening as well as breakfast for them. We know that people that are experiencing homelessness if you don't have the nutrition, you do not have the body things to be able to stay warm and to be able to function and so keeping people fed and keeping people warm are two very important things that we hold dearly. As you can tell, we're pretty passionate about this. We take great pride in serving the people of Wyandotte County.

I will tell you that this has been a collaborative project that nearly every agency that touches homelessness has been involved and engaged with, we've brought in faith leaders, we've brought in community groups. I understand that there are some that this is the first time you're hearing about it. Partly I'm glad that this is the first time you're hearing about it because that's kind of our goal. Our goal is to go unnoticed in a way that we are not creating a Bartle Hall situation where other communities are bringing other people in. We do not want that type of situation. We can serve 35 individual adults that present to the shelter. Anybody that presents after that, we will have to kind of divert them to other resources and options. If families present, we have a plan for that although we desperately want families to be able to find the resources that are available to them in the community.

We are also taking every COVID protocol. We've had the epidemiologist that has been there and in the space. The Fire Department has been there and in the space. We have kind of checked all the dots and we have a safe procedure ready to go for tomorrow night. We appreciate any support we can get from the Commission and from the Mayor.

Commissioner Burroughs said Mr. Santel thank you for sharing that information with us. I know you've heard this evening that very few of us have had an opportunity to hear what has been involved in setting up the shelter, but we also answer to our constituents and I do believe that communication is key and those things that we do within the community and collectively, we are better when we do communicate so that we can assist in anything moving forward.

I will share with you that it's been mentioned that this is just a temporary situation and we need a long-term solution and there's not a commissioner here, I believe, that is insensitive or heartless when it comes to the people of our community and especially those in need and those with a minimal voice or no voice and we work collectively to provide the services and programs that we can to assist them through hardship. But it is important that we have information and I can share with you personally the more—the information I received this evening from you was more information than I've had in the last month in reference to this situation. So, thank you for sharing that information, but please know that there's not a commissioner here that doesn't feel the need to support those in our community that are in need of services in these most trying of times.

I do ask and plead with you to ensure that we do all we can to ensure that moving forward that we continue to communicate with one another, our non-profits, with the local units of

government, and your commissioners. We can be partners in this process but we have to be all at the table. I just want to say thank you to everyone that turned out this evening. This is a community-wide issue and I would ask that we keep our eyes on one another and our hearts with one another during the holiday season and moving forward during this very cold time that's ahead of us here in the very short term.

Mayor Garner said we all can agree that our homeless unhoused population, those living in poverty, are really key to us. We know that sheltering and having a warm safe place for those unhoused Wyandotte County residents is of value to not just to your Commission, but to anybody that lives in Wyandotte County. I understand there has been a lot of misinformation put out there about where I stand on this issue. Let me make it clear to the public. I ran on providing leadership, engaged. Part of that leadership is making sure that we take care of our Wyandotte County residents and that includes our unhoused population.

A part of my role as Mayor is that I have to get all the facts and get all the facts available to me. When this issue came up, like you're hearing from these commissioners that are my colleagues, very little information was out there other than people had worked hard to get a warming shelter at night for our unhoused population. On the surface, that sounds good and it is, it's honorable that we've got not-for-profits and community folks stepping up, some volunteering their time to make sure that we meet the needs of those that have little to nothing.

I served on the Housing Authority Board here in Kansas City, Kansas and I fought hard to make sure that those issues were addressed with people living in poverty and trying to get people that were homeless into some type of housing and that's just it, I do care about people. I want to make sure that because I care about people that all the dots are being hit and the t's are being crossed. I say that because with very little information I had concerns not just on the surface about the facility, but the wraparound services. I know from my experience that some of these people struggle with mental illness, some have storied backgrounds, some have health issues and some need those wraparound services to sustain them and to make sure that they can remain vibrant and successful in that environment.

Security was an issue. Is there security in the facility, that was an issue. Community engagement and support, did we contact the surrounding community such as the stakeholders, such as the Downtown Shareholders, Turtle Hill, Strawberry Hill, the businesses, the hotel, KU, the

strip mall as well as other stakeholders that are in that area. That was unclear to me. When you talk about showers and laundry facilities and restrooms that are really limited in that location, I had questions about that. I had questions about the hours of operation. When we bring people in that I wasn't sure, and I too learned a lot tonight, just from hearing the information from one of the providers, but what do we do with our homeless population after the sun rises and it's still 10 degrees outside. They're not just cold at night, they're going to be cold in the day and so do we have programs, transportation to take these people to the day warming centers that exists that the Unified Government has been in partnership with for a very long time. That was a question.

How do we move our homeless population from homelessness to hope through housing options and I'm glad to hear that's one of the things tonight that was put in place. Are we identifying these individuals and working with them to find long-term solutions to some of the problems that they're dealing with.

There were just a lot of issues for me that I needed to find out as the Mayor to make sure that I could get that information that I didn't know and work with staff and also make sure that I could get that information to our elected Commission and let them know these things. I did not become aware of any contract until tonight. I learned today that contract was signed on the 21st, but outside of that contract little to no information about some of the things that I talked about, about logistics. If we fail to plan, in my experience, you can sometimes expect that if you fail to plan, you're planning to fail. Failure is not an option, when we don't plan appropriately, when it comes to people that have nothing.

My goal was not to put the people that were homeless in this community and further in a situation where they're further victimized. If I'm homeless and I go to the center, what guarantees do I have that I'm going to be able to get occupancy the next day. Were these issues thought out, were there better options. I sat at the table with some stakeholders involved in this operation and when I asked about let's look at different locations that might be better suited, I was told that's not an option and when people tell me that that's not an option, there's no conversation to be had if you're not willing to come to the table in good faith and at least find real solutions to real problems that impact people's lives. I'm not someone that's going to lock our homeless population out. I'm not that type of person, never have been and never will be.

Those of you who have followed me, one of the things that I ran on was coming up with a task force to address poverty and homelessness in Wyandotte County. When you do these types

of things that have a profound impact, not just on the people that you're trying to serve, you've got to think about the unintended consequences and you got to make sure that you are in collaboration and you get the support from the stakeholders in the community, people that may be impacted by these decisions.

Communication as we know, and we've heard tonight, is key. Those were the things that were troublesome to me. Those that know me, I'm going to always put the people of Wyandotte County first and I've said that; above any special interest, above any one individual or any group. I have to look at Wyandotte County as a whole. These are a lot of issues and a lot of unanswered questions that as your Mayor and CEO I needed to get answered. A lot of those questions that I had, unfortunately, weren't answered until tonight.

I'm glad that we had this meeting so some of these things could be brought forward, not just for this Commission, but for the public. I feel comfortable with what I'm hearing, but we do have to find long-term solutions to these problems. I still have concerns about security within that facility because I've not been told and getting any guarantees that there's any type of security apparatus that's in place as well as the wraparound services. When you talk about treating those people with mental illness, people that may need to be vetted that may have storied backgrounds, people that may have addictions; those are the questions that I would really ask those social service groups work on these moving forward think about. Think about building stronger bridges of collaboration with other social service groups, think about maybe spreading these homeless support operations around the county to provide more opportunities for our homeless population to have better access as opposed to a tight density of people in one location.

These are the questions that I had and so I know the narrative has been spun that I wanted to close the shelter and I want to put people out. No, I wanted to pump the brakes to make sure that we dot our i's and crossed our t's and that we were doing everything that we could to make sure that not only were we just providing shelter, but that we were providing the resources in a safe environment so this initiative could be successful.

I, up until tonight, was not completely convinced that we had reached that threshold. Thank you for all the work that people have put in for this homeless, unhoused warming initiative. I ask that moving forward that we all come together and work to find the real solutions to the real problems that we know impact the lives of real people every day. Hopefully, with some of the questions that I still have you can take those back and address those and get what needs to be

addressed to this Commission and to the community, especially the community at-large that's in close proximity to the Reardon Center to bring a level of clarity and comfort which we could bring about the support that you would need so that we don't arrive at these types of meetings trying to get answers and trying to get clarity and trying to get the support that you need to try and have an operation which we all know has good intentions.

I just ask that communication and better planning moving forward be a priority. With that being said, there has been a motion and a second. Is there a roll call?

Action: Roll call was taken and there were nine "Ayes," Markley, Davis, Bynum, Burroughs, Townsend, McKiernan, Ramirez, Johnson, Kane.

Item No. 2 – 211306...SCHEDULE EXECUTIVE SESSION

Synopsis: Schedule an executive session to allow the Commission to discuss a candidate for employment, a private personnel matter related to an individual(s), as permitted under the Kansas Open Meetings Act.

Mayor Garner said I'll entertain a motion to go into executive session.

Commissioner Ramirez made a motion, seconded by Commissioner McKiernan, to go into Executive Session until 6:23 p.m. to allow the Commission to discuss a candidate for employment, a private personnel matter related to specific individuals as permitted under the Kansas Open Meetings Act; and that staff designated by the Acting County Administrator be present to participate in the discussion, and that we reconvene in open session at 6:23 p.m. here in the 5th floor conference room. Roll call was taken on the motion and there were eight "Ayes," Bynum, Burroughs, Townsend, McKiernan, Ramirez, Johnson, Kane, Garner.

5:23 p.m.

Present for the Executive Session: 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; and Garner, Mayor/CEO presiding. **Staff present:** Bridgette Cobbins, Acting County Administrator; Misty Brown, Chief Legal Counsel, and the candidate.

MAYOR GARNER ADJOURNED

THE MEETING AT 6:23 p.m.

Brett A. Deichler
Unified Government Clerk

dt



Unified Government Clerk's Office

Brett A. Deichler, PMP | CPM
Unified Government Clerk

701 North 7th Street, Suite 323
Kansas City, Kansas 66101-3070

Phone: 913-573-5260
Fax: 913-573-5299
<http://www.wycokck.org>

Memorandum

To: Doug Bach
County Administrator

From: Brett Deichler
UG Clerk

Date: December 23, 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.

tk

Attachment

Weekly Business Material for December 23, 2021

1. PERSONNEL ACTION COMMUNICATION, DATED DECEMBER 21, 2021:

Section I - Appointments

Name	Department/Division	Eff. Date	Job Title
Trisha E Kephart	DA's Office	12/13/21	ADA I
Zachary M Knetter	Parks/Rec	12/9/21	Summer Laborer
Daniel W Soptic	Sheriff	12/13/21	Sheriff
Jason A Vigil	DA's Office	12/23/21	ADA II

Section II-Transfers

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Linda G Bergman	Health	12/23/21	Environmental Scientist	Environmental Compliance Sup
Charles W Dennis	PW/Fleet	12/23/21	Fleet Tech I	Fleet Tech II-L
Bianca IM Garcia	Health	12/23/21	Prog Coordinator	Manager
Trevor A Hand	Parks/Rec	12/23/21	Groundskeeper I	Groundskeeper II
Sheldon O Harris	PW/WPC	12/9/21	Plant Operator II	Plant Operator II
Elizabeth I Kneuper	Police/Comm	12/9/21	Fire Comm Dispatcher	Public Safety Dispatcher
Joshua D Thomas	Sheriff	12/9/21	Deputy	Deputy

Section III - Separations

Name	Department/Division	Eff. Date	Job Title
Sommari T Muwwakkil II	Legal	12/17/21	Legal Intern
Anthony J Riley	Pw/Fleet	12/22/21	Program Supervisor Asst Election Commissioner
Frances D Sheppard	Election	12/22/21	Commissioner
Darrion A Walker	DA's Office	12/22/21	ADA I

Section V - Increases per Memorandum of Understanding

Name	Department/Division	Eff. Date	Job Title
Loviesha A Dawn-Bryant	Finance/Treasury	12/24/21	Fiscal Supt Assistant
Richard A Ellingberg	PW/B&L	12/24/21	Caretaker
Marvin M Flores	PW/B&L	12/24/21	Caretaker
Christopher M Snapp	Fire	12/29/21	Master Fire Captain
Yrma Villicama-Arteaga	PW/B&L	12/24/21	Caretaker
Ryan C West	Fire	12/29/21	Master Fire Driver

Section VII - Reclassifications

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Alisha L Garcia	Appraiser	12/23/21	Admin Coordinator	Prog Coordinator
Lindsey R Hensley	Health	12/23/21	Prog Coordinator	Prog Supervisor
Abrianna M Huggins	Appraiser	12/23/21	Admin Coordinator	Prog Coordinator
Lori K Lanter	Health	12/23/21	Environmental Health Specialist	Prog Coordinator
Shanda L Mitchell	Legal	12/23/21	Admin Supt Specialist	Prof Assistant
Linda Ramirez	Aging	12/23/21	Admin Supt Specialist	Prof Progs Asst

Peter F Reveles	Appraiser	12/23/21	Admin Coordinator	Prog Coordinator
Troy W. Shaw	PW/Engineering	11/11/21	County Engineer	Director
Alyse D. Villarreal	Finance	12/23/21	Prog Supervisor	Debt Manager
Gina L Walton	Legal	12/23/21	Admin Supt Specialist	Prof Progs Asst
Vacant PIN 3195	PW/Engineering	12/9/21	Operations Superintendent	Prof Progs Asst
Vacant PIN 2280	PW/Engineering	12/23/21	Lead Eng/Proj Mgr	Sr Lead Engineer

Section VIII - Other Requests

Name	Department/Division	Action Requested and Explanation
Becky J Arwine	DA's Office	Amend PAC 10/12/21 to reflect change in rg/stp efft. 8/19/21
Chad A Cowher	Police	Amend PAC 12/9/21 to reflect change to vacation to efft. 12/15/21
Johnell D Daniels	Police	Amend PAC 12/9/21 to reflect change to vacation efft. 12/15/21
Kenneth F Garrett	Police	Amend PAC 12/9/21 to reflect change to vacation efft. 12/15/21
Darren L Koberlein	Police	Amend PAC 12/9/21 to reflect change to vacation efft 12/15/21
Audra K Moore	Police	Amend PAC 12/9/21 to reflect change to vacation efft 12/15/21
Rachael D Ontiveros	Police	ACD code change efft 12/2/21
Carlos Rodriguez	Police	Amend PAC 12/9/21 to reflect change to vacation efft. 12/16/21
Teresa Sanders	Health	ACD code change efft. 12/9/21
Mark A Smith	Fire	Amend PAC 12/14/21 to reflect change in vacation and kelly days efft. 12/15/21
Mark A Wilcox	Police	Amend PAC 12/9/21 to reflect change in vacation efft. 12/15/21
James M Zeeb	Fire	Amend PAC 12/14/21 to reflect change in vacation efft. 12/15/21

Action: Received and filed. Copy previously forwarded to Payroll.

2. PERSONNEL ACTION COMMUNICATION, DATED DECEMBER 23, 2021:

Section V - Increases per Memorandum of Understanding

Name	Department/Division	Eff. Date	Job Title
Troy W Shaw	PW/Engineering	12/23/21	Director
Kevin D Swarengin	PW/WPC	12/23/21	Manager

Action: Received and filed. Copy previously forwarded to Payroll.

3. CLAIMS FOR DAMAGES:

George Cowans, 3121 Kimball, Kansas City, KS, alleging damage to front of vehicle due to Animal Control Officer hitting the vehicle.

Mike Tobin, 11100 Sloan, Kansas City, KS, alleging damage to front door from fireman forgetting something in the house.

Action: Received and filed. Copies previously forwarded to Legal.

4. CERTIFICATES OF INSURANCE:

B&L Brokerage Services, Inc.
El Dorado Insurance Agency, Inc.
White-Grego-White Insurance Agency

Action: Referred to License.

5. BUSINESS BONDS:

Electrical Contractor's Bonds:

Davin Electric, Inc.

KOTA, Inc.

TGW Systems, Inc.

Three Diamond Electric, LLC

License and Permit Bond:

IPME Corp.

Mechanical/HVAC Bonds:

Comfort Systems Heating and Cooling

F & J Company DBA Polar Aire Heating & Cooling Service

Harrington Brothers Inc. heating & Cooling

Plumber's Bonds:

B & H Plumbing, LLC

H.A. Plumbing, Inc.

Noone Plumbing & Excavating, LLC

Action: Referred to License.

6. CANCELLATION NOTICES:

License and Permit Bonds:

Amteck, LLC

Jay-Mar Electric LLC

Regal Plumbing LLC

Mechanical Bond:

Alex HVAC Services, LLC

Plumbers Bond:

Patrick Sampson DBA Proline Plumbing

Action: Referred to License.

7. CONTINUATION CERTIFICATES:

Electrical Contractor's Bonds:

Duckworth Electric, LLC

The Islas Fam LLC

HVAC Contractor's Bond:

BMK Enterprises, Inc. DBA Hale's Heating & Cooling

Mechanical Contractor's Bonds:

McCarty Mechanical Inc.

Town & Country Heating and Air Conditioning Company LLC

Plumber's Bonds:

Stine-Nichols Plumbing, Inc.

The Islas Fam LLC

Sign Hanger Bond:

Miller Sign Shoppe, LLC

Action: Referred to License.

8. APPLICATIONS FOR CMB LICENSE (PKG):

Binay K. Sharma DBA Phillips 66, 2701 Fairfax Trfwy.

Binay K. Sharma DBA Fillup, 616 S. 7th St.

Daniel Lee DBA Target Store T-2222, 10900 Stadium Parkway

Deanna Farr DBA Hen House 27, 8120 Parallel Parkway

Deanna Farr DBA Price Chopper 6, 7600 State Avenue

Deanna Farr DBA Sunfrest 41, 2803 S. 47th St.

Deanna Farr DBA Sunfresh 44, 241 S. 18th St.

Dean Whitten DBA The Merc Co+op, 501 Minnesota Avenue

Govinda Regmi DBA Fuel Mart, 954 State Avenue

James Odle DBA Happy Foods North, 5420 Leavenworth Road

Josephine Fitzgerald DBA Fast Stop #12, 945 S. 55th St.

Joseph Hostetler DBA Citgo Food Store #2, 50 S. 10th St.

Lydia Hernandez DBA QuikTrip #231, 4202 Kansas Avenue

Lydia Hernandez DBA QuikTrip #172, 8200 Parallel Parkway

Lydia Hernandez DBA QuikTrip #239, 555 N. 78th St.

Octavio Sosa-Rodriguez DBA Supermart El Torito Inc, 1409 Central Avenue

Perry Haden DBA Super Store, 13815 Polfer Road

Rich Rehorn DBA United Food Mart LLC, 168 S. 18th St.

Rhythm Nepal DBA RG Asian Store LLC, 101 S. 18th St.

Sandra Jones DBA Stop N Shop, 2401 Central Avenue

Samuel Neal DBA Boulevard Drive-In Theatre, 1051 Merriam Lane

Wanda L Gibbs DBA Quick Mart, 2406 S. 51st St.

William W. Hutton DBA Vilesme LLC, 1519 Minnesota Avenue

William W. Hutton DBA Casey's #2876, 13000 State Avenue

William Hutton DBA Speedy's Convenience, 141 S. 18th St.

Zahid Mahmood Goraya DBA Quick Shop #2, 2425 Metropolitan Avenue

Action: Referred to License.

9. APPLICATIONS FOR CMB LICENSE (OP):

Araceli Ramos DBA Taqueria 7 Leguas, 1706 Central Avenue

Gary Wilson DBA Wilson's Pizza & Grill, 1801 Quindaro Blvd.

Gisela S. Ardon DBA Las Palmas Restaurant LLC, 825 Minnesota Avenue

Ivonne Madriles DBA Micheladas Culiacan, 1618 Central Avenue

Kenneth Yarnevich DBA St. John's Catholic Club, 414 Barnett Avenue

Mark Quick DBA The Big Q, 2117 S. 34th Street
Paula Penegar DBA Yard House #8314, 1863 Village West Parkway
Richard Morrissey DBA St. Patrick's Green Club, 1066 N. 94th St.
Ruben Martinez DBA LaHacienda El Camino Real LLC, 1147 Argentine Blvd.
Ruben Martinez DBA LaHacienda El Camino Real LLC, 903 N. 7th St.
Ruth Anne Addie DBA Pizza Stop, 7541 Leavenworth Road
Victor Orozco DBA Frontera's Restaurant, 765 Central Avenue

Action: Referred to License.

10. APPLICATION FOR DRINKING ESTABLISHMENT/PUBLIC VENUE:

Mei Zhong Zheng DBA Dancing Crab, 1713 Village West Parkway
William Hutton DBA Children's Mercy Park, 1 Sporting Way

Action: Referred to License.

11. APPLICATION FOR CATERER/DRINKING ESTABLISHMENT/HOTEL:

Ronald A. Mayden DBA Brass Ring Entertainment, 5648 State Avenue
William Hutton DBA Pinnacle. 1913 Pinnacle Way

Action: Referred to License.

12. PRIVATE SECURITY BUSINESS (C.O. 19-109) 2022-2023:

Loomis Armored US LL DBA/Loomis Armored US LLC/The Corporation Inc., 112 SW
Seventh St., Ste. 3C, Topeka, KS 66603

Action: Referred to License.



Unified Government Clerk's Office

Brett A. Deichler, PMP | CPM
Unified Government Clerk

701 North 7th Street, Suite 323
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Fax: 913-573-5299
<http://www.wycokck.org>

Memorandum

To: Doug Bach
County Administrator

From: Brett Deichler
UG Clerk

Date: December 30, 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 December 30, 2021

1. COMMUNICATIONS:

Pam Kahao, Accounting Manager, regarding warrant cancellations:

Warrant #	Reissue?	Date Issued	AMOUNT	FUND/ACD	Vendor Name/Number	Reason for void
897856	No	11/12/2021	\$ 893.98	790 2118	Meridian Title Company #9393P	Issued in error
884829	Yes	12/24/2020	\$ 135.95	790 2113	Briggs, Chester R #9439Z	Wrong Vendor
895174	Yes	9/10/2021	\$ 64.08	790 2113	Burton, John D	Stale dated

Action: Received and filed.

2. PERSONNEL ACTION COMMUNICATION, DATED DECEMBER 28, 2021:

Section II -Transfers

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Dustin A Homor	Fire	12/30/21	Sr Firefighter Paramedic	Fire Driver
Kevin M McGinnis	Fire	12/30/21	Sr Firefighter Paramedic	Fire Driver
Ritchie K Nigh	Fire	12/30/21	Master Fire Captain	Battalion Chief
Barton T Richardson	Fire	12/23/21	Fire Driver	Fire Inspector II
Jeffrey A Vielhauer	Fire	12/30/21	Fire Driver	Fire Captain

Section III – Separations

Name	Department/Division	Eff. Date	Job Title
Paul W Chronister	Parks/Rec	12/22/21	Operations Supervisor
Joseph G Vella	Parks/Rec	12/24/21	Horticulturalist IV

Section V – Increases per Memorandum of Understanding

Name	Department/Division	Eff. Date	Job Title
Jeffrey M Alcala	Police	1/14/22	Patrolman II
Sean F Befort	Police	1/16/22	Patrolman I
Zachary R.A. Brown	Police	1/5/22	Sr. Patrolman
Christopher L Carrasco	Police	1/16/22	Patrolman I
Robert E Cheatum	Police	1/5/22	Sr. Patrolman
Jeramey M Cox	Police	1/5/22	Sr. Patrolman
Mason M Cozad	Police	1/16/22	Patrolman I
Joseph E Crump	Police	1/16/22	Patrolman I
Mario J Diaz	Police	1/16/22	Patrolman I
Jared A Donnelson	Police	1/16/22	Patrolman I
Kevin M Duong	Police	1/16/22	Patrolman I
David C Evans	Police	1/5/22	Sr. Patrolman
Eric J Evans	Police	1/16/22	Patrolman I
Timothy G Fithian	Police	1/16/22	Patrolman I
Chancellor R Fortune	Police	1/14/22	Patrolman II
Tyler A Freeman	Police	1/5/22	Sr. Patrolman

Ethan M Griswold	Police	1/14/22	Patrolman II
Falicia E Grannas	Police	1/16/22	Patrolman I
April D Hagan	Police	1/5/22	Sr. Patrolman
Ryan E Haydok	Police	1/16/22	Patrolman I
Jordan A Hill	Police	1/5/22	Sr Patrolman
Atreyu M Jakes	Police	1/16/22	Patrolman I
Robert E Jansen	Police	1/14/22	Patrolman II
Quinten D Johnson	Police	1/16/22	Patrolman I
Thomas J Leerar	Police	1/14/22	Patrolman II
Marshee C London	Police	1/5/22	Sr. Patrolman
Braxton S McCluskey	Police	1/16/22	Patrolman I
Blake E McMahan	Police	1/14/22	Patrolman II
Yesenia P Medina	Police	1/5/22	Sr. Patrolman
Jamie M Miller	Police	1/12/22	Sr Detective
Al Moncibaiz	Police	1/16/22	Patrolman I
Reed C Murkin	Police	1/5/22	Sr. Patrolman
Mitchell K Nickerson	Police/Animal	11/27/21	Animal Control Officer
Drew M Potter	Police	1/16/21	Patrolman I
Morgan M Reed	Police	1/14/22	Patrolman II
Cedric J Saunders	Police	1/16/22	Patrolman I
Austin M Schuler	Police	1/16/22	Patrolman I
Raymond L Slayden	Police	1/14/22	Patrolman II
Kevin R Soc-Leiva	Police	1/14/22	Patrolman II
Trevon E Thomas-Ponds	Police	1/16/22	Patrolman I
Jacob T Young	Police	1/16/22	Patrolman II

Section VIII – Other Requests

Name	Department/Division	Action Requested and Explanation
John R Grosko	Police	Out of Grade pay from oc code 5111 to 5106 and rg/stp efft 1/14/22

Action: Received and filed. Copy previously forwarded to Payroll.

3. PERSONNEL ACTION COMMUNICATION, DATED DECEMBER 30, 2021:

Section II – Transfers

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Pang Y Her	Finance/Treasury	12/23/21	Fiscal Supt Asst	Fiscal Supt Specialist
Ada B Yang	Procurement	12/23/21	Clerk	Prof Asst

Action: Received and filed. Copy previously forwarded to Payroll.

4. CLAIMS FOR DAMAGES:

Miguel Jimenez, 3115 S. 34th St. Kansas City, KS, alleging damage to property due to fallen trees on 11/18/21.

Phillip Withers, 2017 N. 9th St. Kansas City, KS, alleging damage to property due to fallen tree on 12/16/21.

Action: Received and filed. Copies previously forwarded to Legal.

5. APPLICATION FOR DRINKING ESTABLISHMENT/PUBLIC VENUE:

7th Street Casino – Jerrell Royal/Marilyn Young d/b/a/ 7th Street Casino, 777 N. 7th St.

Action: Referred to License.

6. APPLICATION FOR PRECIOUS METAL DEALERS:

Jung Hee Park d/b/a Han's Jewelers, 7700 State Ave.

Action: Referred to License.

7. APPLICATIONS FOR CMB LICENSE (PKG):

ALDI Inc. (Kansas)/Christopher Shatto d/b/a ALDI #13, 1945 N. 110th St.

ALDI Inc. (Kansas)/Christopher Shatto d/b/a ALDI #84, 4805 State Ave.

Cheema Enterprises Inc./Mudassar Hassan d/b/a Quick Shop #1, 3200 State Ave.

Cheema Enterprises Inc./Mudassar Hassan d/b/a Quick Shop #4, 4732 State Ave.

Cheema Enterprises Inc./Mudassar Hassan d/b/a Quick Shop #5, 4201 Shawnee Dr.

JK & Sons LLC/Rick Rehorn d/b/a Shop-N-Go, 1710 Minnesota Ave.

Leavenworth Petroleum LLC/Rick Rehorn d/b/a Shop N Go, 5531 Leavenworth Rd.

Mayan Commercial LLC/Mary Russell d/b/a Fast Trip, 4039 Metropolitan Ave.

Mayan Commercial LLC/Mary Russell d/b/a Valero, 2101 Metropolitan Ave.

Wyandot Barbeque Inc/Ronald E Williams II d/b/a Wyandot Barbecue, 8441 State Ave.

Action: Referred to License.

8. APPLICATIONS FOR CMB LICENSE (OP):

Catalina Partners LLC/William Hutton d/b/a Slap's BBQ, 553 Central Ave.

The CorkHouse, LLC/Lisa K. Lugar d/b/a Wyandotte County CorkHouse, 509 Armstrong Ave.

Italian Delight Inc./Frank Brunetti d/b/a Italian Delight, 8145 State Ave.

S&S Commercial LLC/Govinda Regmi d/b/a KC Mart, 2859 State Ave.

Tacos El Sobrino LLC/Liliana Loaiza d/b/a Tacos El Sobrino, 3139 State Ave.

Wyandot Barbeque Inc./Ronald E. Williams II d/b/a Wyandotte Barbecue, 8441 State Ave.

Action: Referred to License.



Unified Government Clerk's Office

Brett A. Deichler, PMP | CPM
Unified Government Clerk

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Phone: 913-573-5260
Fax: 913-573-5299
<http://www.wycokck.org>

Memorandum

To: Doug Bach
County Administrator

From: Brett Deichler
UG Clerk

Date: January 6, 2022

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 January 6, 2021

1. COMMUNICATION:

Jason Norbury, Executive Director, Downtown Shareholders, submitting the financial report for the Self-Supporting Municipal District/Downtown Improvement District (SSMID) for the month of November, 2021.

Action: Received and filed.

2. COMMUNICATIONS:

Pam Kahao, Accounting Manager, regarding warrant cancellations:

Warrant #	Reissue?	Date Issued	AMOUNT	FUND/ACD	Vendor Name/Number	Reason for void
884932	Yes	12/24/2020	\$ 6.14	19000025251	Griffin, Latricia #E2198	Lost warrant
898362	Yes	11/19/2021	\$ 243.65	19000025269	Yenor, Tracy #E3250	Lost warrant
898631	Yes	11/19/2021	\$ 10.00	19000025390	Yenor, Tracy #E3250	Lost warrant

Action: Received and filed.

3. PERSONNEL ACTION COMMUNICATION, DATED JANUARY 4, 2022:

Section I - Appointments

Name	Department/Division	Eff. Date	Job Title
Erika Alcala	Appraiser	1/6/22	Admin Supt Asst
Joshua M Galindo	Parks/Rec	1/6/22	Groundskeeper I
Zachary J Graham	Parks/Rec	1/6/22	Horticulturalist I
T'ondria J Nolen	Comm Corr	1/6/22	ISO
Maira A Ortiz	Aging	1/20/22	Program Specialist
Gerardo Velasquez III	Police	1/13/22	Patrolman III
Megan A Willmon	Police	1/13/22	Patrolman III

Section II -Transfer

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Timothy P Mock	Sheriff	1/6/22	Deputy	Deputy

Section III – Separations

Name	Department/Division	Eff. Date	Job Title
Nicholas W Kirch	Sheriff	12/13/21	Juv Care Worker I
Victor Molina	Sheriff	12/31/21	Deputy

Section VIII – Other Requests

Name	Department/Division	Action Requested and Explanation
Anthony N Garcia	Parks/Rec	ACD code change efft 12/23/21
Trevor A Hand	Parks/Rec	ACD code change efft 12/23/21

Action: Received and filed. Copy previously forwarded to Payroll.

4. CLAIM FOR DAMAGES:

Roderick Reed, 3406 Freeman Kansas City, KS, alleging damage to vehicle due to snowplow on 1/1/22.

Action: Received and filed. Copies previously forwarded to Legal.

5. TRAVEL REQUESTS:

Nic Campbell & Kayla Roehler, District Attorney's Office, travel to New Orleans, LA, 7/27/22 to 7/30/22, to attend 2022 AGACL Conference, Employee Training and Travel.

Action: Approved by County Administrator's Office and received and filed.

6. BUSINESS BOND:

Electrical Contractor's Bond:
Tann Electric, Inc

Action: Referred to License.

7. APPLICATION FOR PRECIOUS METAL DEALERS:

American Collateral Lenders, Inc./Lisa Aguilar d/b/a Sol's Jewelry and Pawn, 721 State Ave..

Action: Referred to License.

8. APPLICATION FOR PAWN:

American Collateral Lenders, Inc./Lisa Aguilar d/b/a Sol's Jewelry and Pawn, 721 State Ave.

Action: Referred to License.

9. APPLICATIONS FOR CMB LICENSE (PKG):

My Store III, Inc./Yadira De La Fuente-Dominguez d/b/a Speed Stop, 9801 Parallel Pkwy.

Value Grocers LLC/Teresa Russell d/b/a Save-A-Lot, 2815 State Ave.

Value Grocers LLC/Teresa Russell d/b/a Save-A-Lot, 8115 State Ave.

Action: Referred to License.

10. APPLICATIONS FOR CMB LICENSE (OP):

Fowl Friendship, LLC/William W. Hutton d/b/a Gus's Fried Chicken, 2816 W. 47th Ave.

Noodle Bar LLC/Myloan Doan d/b/a Noodle Bar, 10940 F Parallel Pkwy.

Poio LLC/Drew Clark d/b/a Poio, 800 S. 7th St.

Action: Referred to License.



Staff Request for Commission Action

Tracking No. 211274

Full Commission Meeting Date: Fast Track to Commission 1/27

Committee: Economic Development & Finance

Date of Standing Committee Action: 1/25/22
(If none, please explain):

Publication Required: No

<u>Date:</u> 01/20/2022	<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: Amendment to Assignment and Assumption and Development Agreement for Homefield Development Project. The agreement has the UG issuing \$130 million STAR Bonds and the Developer will construct a new multi-sport Homefield development project with certain sports-focused assets and a themed hotel. The primary amendment to the Development Agreement is the original deal called for a first issuance of \$75M with a second issuance of up to \$55M -- for a total of \$130M. The amended agreement would combine them for a single \$130M public issuance.				
<u>Action Requested:</u> Approval and fast track to Commission 1/27				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> 1_25_22 Executive Summary Assignment Assumption and 2nd Amended and Restated DA, Resolution Approving Second A&R Homefield DA, Assignment Assumption and Second Amended and Restated Development Agreement (1.25.22)				

1/25/2022 EXECUTIVE SUMMARY
ASSIGNMENT, ASSUMPTION AND SECOND AMENDED AND RESTATED
DEVELOPMENT AGREEMENT

1. **Parties.** The UG and HFS KCK, LLC, a new, single-purpose Kansas limited liability company ("Developer"). Developer has previously purchased the Schlitterbahn waterpark and all of SVV's remaining land in the Vacation Village/Village East STAR Bond District and Developer assumed all of SVV's interests in the Development Agreement the UG had with SVV.

2. **History of the Schlitterbahn District and Agreement.** The UG originally formed the Vacation Village STAR Bond District and entered into a Development Agreement with SVV in 2005. Both the STAR Bond District and the Development Agreement have been amended multiple times. The STAR Bond District currently includes six distinct Project Areas: (1) Project Area 1 – Schlitterbahn waterpark, with potential for other future commercial uses; (2) Project Area 2A – the automotive plaza, restaurant pad sites, convenience store, and potential for a hotel; (3) Project Area 2B – automotive, hotel and other retail/commercial uses; (4) Project Area 3 – approximately 400,000 square feet of entertainment/retail facilities; (5) Project Area 4 – U.S. Soccer training and coaching facility and tournament fields complex (governed by a separate agreement between UG and a different developer); and (6) Project Area 5 – potential for various types of lodging facilities in the future. In connection with Schlitterbahn, the UG previously approved STAR Bond Project Plans for Project Areas 1 and 2A, and in 2015 the UG issued STAR Bonds in two series: \$72.9M in Series 2015A and \$12.2M of subordinate bonds in Series 2015B. The sales tax revenues pledged to repay these 2015 STAR Bonds are exclusively from Project Areas 1 and 2A. Schlitterbahn permanently closed the waterpark and the revenues pledged to repay the 2015 STAR Bonds are not currently meeting projections as of the time the bonds were issued in 2015.

On November 19, 2020, the UG and Developer entered into an Assignment, Assumption and Amended and Restated Development Agreement in which the UG agreed to issue STAR Bonds and Developer agreed to construct a new multi-sport Homefield development project with certain sports-focused assets described below. In connection with the Homefield project, the UG added additional property to the STAR Bond District on the east side of N. 90th Street and the UG approved STAR Bond Project Plans for Project Areas 2B, 3 and 5. However, since November 19, 2020, Developer's plans have expanded to include a new full-service themed hotel, the indoor Homefield Building (described below) is being relocated and the Homefield Baseball concept has grown. All of this and changes to the financing plan require further amendments that are incorporated into this proposed Agreement. This Summary will outline the new proposed terms and conditions between the UG and Developer, and will attempt to highlight the differences between the 2020 document and the one proposed for your consideration at this time.

3. **Homefield and Themed Hotel.** Developer has previously acquired the waterpark site and all of the other land still owned by SVV in the STAR Bond District. Developer also plans to buy certain property from the UG (as discussed in more detail below). Developer also has rights to purchase the baseball land east of N. 90th Street. Developer has already commenced demolition of the Schlitterbahn waterpark and the following describes the Homefield Project and Themed Hotel that would be required of Developer if the UG issues STAR Bonds. The "Homefield Project" consists of the following components:

- (a) a \$60M, 150,000 square-foot indoor multi-sport facility in Project Area 4 for a variety of indoor sports, along with food and beverage amenities, medical services, fitness and training facilities and other retail, office and entertainment spaces (the "Homefield Building"). Among other things, the Homefield Building will feature hard courts, indoor or outdoor turf field, and gym and fitness centers, which will be used for sports such as volleyball, basketball, baseball, softball, cheer, flag football, and lacrosse. The Homefield Building may also include certain

outdoor assets and offerings like a turf field for sports such as soccer, flag football, and lacrosse. The Homefield Building will be specifically designed as both a tournament-quality sports facility and a destination training facility which is comparable in quality to the indoor offerings in the Compass Minerals National Training Facility. ***Changes from the 2020 Agreement:*** *The Homefield Building is being moved from the original planned location where Schlitterbahn used to be to a site at the corner of State Ave. and 94th Street in Project Area 4;*

(b) a \$15M outdoor multi-sport venue (and potentially associated indoor area(s)) in Project Area 1 with facilities for sports, adventure and entertainment programs for water and outdoor sports such as paddleboarding, kayaking, swimming, sand volleyball, pickleball, obstacles, climbing, and ropes ("Homefield Outdoor"). Homefield Outdoor may be designed and integrated into the Themed Hotel described below and it will be comparable in quality to the outdoor offerings at Margaritaville Lake Resort, Lake Conroe in Montgomery, Texas; provided, however, that it is required to have more offerings to focus on multi-sport athletic facilities than the offerings at the Lake Conroe facility. ***Changes from the 2020 Agreement:*** *The Themed Hotel was not a part of the 2020 Agreement, so this integration and collaboration with the Themed Hotel is new;*

(c) a \$40M youth baseball complex in Project Areas 4 and 5 to include at least 10 lighted turf fields and integrated state-of-the-art technology to enhance individual and team training as well as analytics and data capture and other amenities. Two of these fields will be located west of N. 90th Street and will be operated by Developer and the other 8 will be located west of N. 90th and leased to an exciting baseball partner called Perfect Game. These 10 fields will be used collaboratively and will be referred to collectively as "Homefield Baseball". The technology features for Homefield Baseball are described in detail in Exhibit 19 of the Agreement. ***Changes from the 2020 Agreement:*** *The original deal called for \$15M spent on 5 fields and did not include Perfect Game and its tournament infrastructure and expertise;*

The "Themed Hotel" would consist of an approximately \$85M Margaritaville hotel and resort project, with 250 rooms and which may also include amenities such as food and beverage options, pools and other water features, retail offerings, meeting space, and a spa. The Themed Hotel shall be designed, constructed and operated in a manner that is consistent in quality and offerings with the Margaritaville Hotel in "Margaritaville Lake Resort, Lake Conroe." Developer covenants and agrees to operate the Themed Hotel for no less than 10 years. ***Changes from the 2020 Agreement:*** *The Themed Hotel was not included in the 2020 document at all.*

The deadlines for the Homefield Project and the Themed Hotel are described in Section 6.6 of the Agreement. The Homefield Building and Homefield Baseball would commence construction on or before December 31, 2022 and complete and open by July 1, 2024. The Themed Hotel and Homefield Outdoor will commence construction within 1 year of issuing STAR Bonds and complete within 3 years of the date of STAR Bond issuance.

4. **Other Components of the Project.** Section 2.2 of the Agreement still includes many other components of the Project that were included in the original SVV Development and the new Developer intends to go make deals with various retailers, hotels and Auto Dealerships that are described under the various Project Areas in Section 2.2. However, the Homefield Project and the Themed Hotel described above are the only required deliverables – none of these other components are required by this Agreement and Developer is not in default if they are not constructed and opened.

5. **STAR Bond Financing.** Nearly all of the financing for the Homefield Project is expected to come from STAR Bond issues to be repaid from certain sales tax revenues from Project Areas 2B, 3 and

5. Section 4.2 of the Agreement contemplates an Initial Issuance of STAR Bonds with a maximum of \$130M of net proceeds available to the Developer and an Additional Issuance with a maximum of \$20M of net proceeds available to the Developer – a total of \$150M of net STAR Bond Proceeds. In the Initial Issuance, \$115M is for the Homefield Project and the other \$15M is for infrastructure and other defined site costs. The Themed Hotel is financed with private funds from the Developer and other investors. ***Changes from 2020 Agreement:*** *The original deal called for a first issuance of \$75M with a second issuance of up to \$55M – for a total of \$130M.*

(a) Initial Issuance Private Investment Requirements. In connection with the Initial Issuance of \$130M of STAR Bonds, the UG will require a "public-to-private" ratio of at least 40/60%. This means that if the Developer receives \$130M of net STAR Bond proceeds, it must demonstrate at least \$195M of Private Capital to achieve this ratio. This Private Capital is expected to come from new projects brought by Developer to the District (e.g., the Themed Hotel, the Milhaus apartment complex, an Auto Dealership and/or Camping World). ***Changes from 2020 Agreement:*** *Originally this was a 50/50% ratio -- \$75M of STAR Bonds and \$75M of Private Capital.*

(b) Additional Issuance Private Investment Requirements. Similarly, for the Additional Issuance of \$20M in STAR Bonds, the UG will require a "public-to-private" ratio of at least 30/70%. These investments of private capital are also expected to come from new projects brought by Developer to the District and would essentially require \$2.34 of Private Capital for every \$1.00 of STAR Bonds issued in the Additional Issuance. This will be approximately \$46.8M in Private Capital required for the UG to issue \$20M of STAR Bonds in the Additional Issuance. ***Changes from 2020 Agreement:*** *Originally, the \$55M second issuance required \$2.15 of private investments for every \$1.00 of STAR Bonds issued. These investments would have required somewhere between \$118.2M to \$125M in order for the UG to issue \$55M of STAR Bonds.*

(c) Sharing the Menards Revenues. In Section 4.2(d), the UG and Developer have agreed on very specific provisions to govern the sharing of sales taxes generated by the existing Menards home improvement store which is open and operating in Project Area 3. Generally, the UG will be required to pledge 100% of the local sales tax increment attributable to Menards, and the State of Kansas will pledge 80% of the State portion of the Menards sales tax increment (with the State retaining 20%). ***Changes from 2020 Agreement:*** *The prior agreement had a much more complicated provision for sharing Menards' sales tax revenues, with increased sharing based on dates and events. This was because the Menards' sales tax revenues that were held back and not pledged were being used to repay the 2015B Bonds that are now being retired in full with the first dollars from the new STAR Bond issue.*

(d) Refinancing Series 2015B Bonds. In connection with the Initial Issuance of STAR Bonds, the first use of proceeds of these bonds will be required to refinance and fully retire the Series 2015B Bonds. This will end the 2015B bonds and remove the UG's agreement to annually appropriate general revenues to cover any shortfalls in sales tax revenues available to repay these bonds. ***Changes from 2020 Agreement:*** *The prior agreement had a complicated provision for sharing the Menards' sales tax revenues to help cover expected shortfalls in sales tax revenues to repay the 2015B Bonds. Though this Menards' revenue sharing was expected to cover 2015B bond shortfalls, the UG's annual appropriation backstop remained in place. The new agreement would fully retire the \$11.86M of outstanding 2015B bonds (and the UG's annual appropriation).*

(e) Other STAR Bond Limitations. As always, the sales taxes available to repay the STAR Bonds will be limited to 20 years and Section 4.2(f) sets forth the UG's normal 50% limitation on public/private investment in the project.

(f) Conditions for Issuance and Draws. The Agreement provides specific conditions about issuing the Initial Issuance STAR Bonds in Section 3.1 and issuing the Additional Issuance STAR Bonds in Section 3.3. Among other things, the Agreement is clear that the UG will not ever issue the \$20M of STAR Bonds contemplated in the Additional Issuance unless and until the Homefield Project and the Themed Hotel are completed and opened. Section 4.3 of the Agreement includes several pages of very specific conditions for draws and disbursements from STAR Bonds in Section 4.3. The draw conditions for the Initial Issuance include proof of financing, a guaranteed maximum price design-build contract for the Homefield Project, and budgets, and demonstration of Private Capital investments as described above.

(g) Auto Dealerships/Jeep. Section 4.2(g) provides that any Auto Dealership which is relocating to the STAR Bond District from elsewhere in Kansas will have its access to STAR Bond revenues limited by setting a "Relocation Base Year" which effectively excludes an amount equal to the sales taxes generated at its prior location for the previous 12 months. ***Changes from 2020 Agreement:*** *The Jeep portion of the Victory Chrysler Dodge Jeep Ram dealership is expected to move from its current location in Project Area 2A to a new, stand-alone location in Project Area 2B. This could potentially have an impact on revenues available to repay the 2015A bonds, and so the parties agree that these sales from the new Jeep dealership in Project Area 2B will be used to repay the 2015A bonds and not be available to pay the new STAR Bonds until the 2015A bonds are fully retired.*

6. Transfer of UG Land to Developer. In addition to the land that Developer bought from SVV (and other land that it will acquire privately), the UG would agree to convey the following UG-owned properties to the Developer (all acreages approximate): (a) 62.2 acres of vacant land located east of N. 94th Street, (b) 1 acre of excess property that is not being used by the fire station located at 9548 State Ave., and (c) 8.3 acres of excess property that is not being used by the cemetery located at 1540 N. 94th Street. ***Changes from 2020 Agreement:*** *Developer was going to pay \$3M for these UG properties. However, because they were originally purchased with STAR Bonds, the proceeds from that land sale was required to be delivered to the trustee of the 2015 STAR Bonds for payment of the 2015B STAR Bonds. In this new deal, the 2015B STAR Bonds will be refinanced and fully retired by the new STAR Bonds (as described above) and the \$3M land payment is not required. Paying off the 2015B bonds is much better for the UG than the \$3M land payment which was pledged to pay the 2015B bonds in the prior deal.*

7. Community Improvement Districts. In connection with Schlitterbahn, the UG previously created a 2% CID sales tax for Project Area 1. The Schlitterbahn CID was terminated in connection with the 2020 Agreement. Section 4.5 of this Agreement contemplates the future establishment of one or more pay-as-you-go CIDs for the Project going forward. Such new CIDs would be approved by the Commission in its sole discretion and would include specific budgets, agreements as to eligible project costs and other terms and conditions consistent with the way the UG typically approves CIDs. ***Changes to 2020 Agreement:*** *Developer is telegraphing that it will need a CID specifically for the Themed Hotel and that it will request CID bonds to be issued for this CID on the Themed Hotel.*

8. Industrial Revenue Bonds. Section 4.11 of the Agreement calls for the use of IRB financing for the Homefield Project to abate sales taxes on construction materials as well as a "certainty IRB" for ad valorem property taxes on Homefield. A 10-year PILOT schedule for the Homefield Building and Homefield Baseball is attached as **Exhibit 18** to the Agreement. No agreement on PILOTs is proposed for Homefield Outdoor at this time; it will need to come back to the Commission separately.

9. **Construction Provisions.** In Article 6, Developer has mostly agreed to the UG's standard construction provisions for the Homefield Project, including the obligations to select general contractors and provide construction contracts that will require a guaranteed maximum price and surety of performance and labor and material payment bonds in the full amount of the construction contracts for the various components of the Homefield Project.

10. **Use and Operation.** During the Term, Developer agrees to continuously operate the Homefield Project for at least 15 years and Developer also generally agrees to the UG's standard development agreement terms and conditions regarding the maintenance of the Project, complying with all applicable laws and the timely payment of taxes or PILOTs. Developer also agrees to provide insurance and to indemnify the UG. These provisions have all largely carried through from the original SVV Development Agreement. Note that Developer has also agreed – with certain limited exceptions – not to own, operate or otherwise be involved in a similar competitive use within (a) a 50-mile radius from the outside boundaries of the Site within the State of the Kansas, and (b) a 75-mile radius from the outside boundaries of the Site with respect to areas within the State of Missouri.

11. **Assignment and Transfer.** Generally, Developer must have the UG's approval (given or withheld in the UG's sole discretion) to assign, convey or transfer the project to others. However, the parties agree that Developer can and will make ground leases, building leases to tenants, as well as land sales to pad site owners in the ordinary course of business without the UG's consent. The UG also allows for mortgages, collateral assignments and other financing without UG approval. The UG further permits changes in financial control of the Developer, as long as at least 2 of the following people -- Robb Heineman, Trey Bowen, and/or Greg Maday -- continues to have day-to-day operational control and own some financial interests in Developer. These provisions are conceptually similar to those set forth in the original SVV Development Agreement. Subsection 7.13(f) provides for additional Secretary of Commerce approvals for certain assignments and transfers.

12. **Donations/Downtown Investments.** Section 7.18 of the original Development Agreement required SVV to make an annual donation to a foundation or non-profit organization that the UG may designate from time to time. SVV defaulted on its required donation payments for 2019 and 2020, but at closing of Developer's acquisition of the SVV Site, Developer caused SVV to pay and deliver from SVV's sale proceeds an amount equal to \$375,000.00 to the UG to pay for the donation payments due in arrears, which was the final donation payments owed from SVV under the that Development Agreement. Further Developer agrees in this document to make investments in new economic development projects in downtown and historically urban areas of Kansas City, Kansas, and all of which investments shall be reasonably approved by the County Administrator. Developer agrees that such investments shall be at least \$4,350,000 within 3 years of the date of this new document. ***Changes to 2020 Agreement:*** *The commitment to investments in the prior document was \$3.75M within 3 years of the date of that agreement.*

13. **Community Benefit Provisions.** In Section 8.1, Developer agrees to certain community benefit provisions that we typically ask of UG development partners, including payment of dues and active participation in KCK Area Chamber of Commerce and the Wyandotte Economic Development Council. Developer has further agreed to the following:

(a) Developer will maintain its headquarters, offices and primary administrative operations at the Site or at an alternative location in Wyandotte County.

(b) During the Term, Developer will cause admission to the Homefield Building, Homefield Outdoor and Homefield Baseball to be discounted by no less than 20% for Wyandotte County residents. Without limiting the generality of the foregoing, Developer understands and agrees

that the discount provided herein shall include, without limitation, Wyandotte County residents who attend camps at the Homefield Project or Wyandotte County players and teams that play at Project Area 4 Baseball (when not being used by Perfect Game); provided, however, that this obligation does not apply to Perfect Game Baseball.

(c) Developer will use commercially reasonable efforts to negotiate a written agreement with the local school districts for use of the Homefield Project by students of USD 202, USD 303, USD 204, and USD 500 for events and training sessions.

(d) Developer will provide 500 tickets annually to the UG's Parks and Recreation Department for free admission to Homefield Outdoor; provided, however: (i) Developer shall have the right to impose reasonable rules and restrictions regarding blackout dates and times; and (ii) secondary sale of any such tickets shall be strictly prohibited.

(e) Developer agrees to attract athletic tournaments which include out-of-town teams and participants to the Homefield Project annually, and to use its commercially reasonable efforts to require Wyandotte County hotel options to the invitees of out-of-town tournaments to the extent of availability/capacity.

14. **MBE/WBE/LBE**. Developer has agreed to the following participation goals for construction of the project: LBE – 18%, MBE – 15% and WBE – 7%. For professional services, Developer has agreed to the following: LBE – 18%, MBE – 13%, WBE – 8%. If Developer is found to have failed to comply with the terms of its LBE/MBE/WBE Participation and Employment Agreement, then the UG may reduce the STAR Bond Proceeds available to Developer by 4%.

RESOLUTION NO. R-____-22

**A RESOLUTION ADOPTING THE ASSIGNMENT, ASSUMPTION AND
SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT
(HOMEFIELD PROJECT).**

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas and SVV I, LLC, a Kansas limited liability company ("SVV"), entered into that certain Vacation Village Development Agreement dated December 20, 2005 (as subsequently amended and restated, the "Original Agreement") pertaining to the Vacation Village STAR Bond Project District (the "District");

WHEREAS, HFS KCK, LLC, a Kansas limited liability company ("Developer"), purchased from SVV all of the real property in the District which was then owned by SVV and took an assignment of all of SVV's right, title and interest in and to the Original Agreement pursuant to that certain Assignment, Assumption and Amended and Restated Development Agreement dated as of November 19, 2020 (the "Original Homefield Agreement") by and between the UG and Developer;

WHEREAS, following approval of the Original Homefield Agreement, Developer approached the UG about expanding the District, modifying certain components of the project described in the Original Homefield Agreement, and amending applicable project plans and the overall District plan, and the UG has passed ordinances to effect such changes; and

WHEREAS, the Governing Body has determined that it is advisable to enter into the Assignment, Assumption and Second Amended and Restated Development Agreement, attached hereto as **Exhibit A** (the "Agreement"), to amend and restate the Original Homefield Agreement in its entirety.

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

Section 1. That the Governing Body hereby approves the Agreement in substantially the form attached hereto.

Section 2. That the Mayor is hereby authorized to execute in the name of the UG, the Agreement, and the County Administrator and other officials and representatives of the UG, including special counsel, are hereby further authorized and directed to take such actions and to execute any other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 3. This Resolution shall be effective upon adoption by the Governing Body.

[Remainder of page intentionally left blank; signature page follows.]

**ADOPTED BY THE UNIFIED GOVERNMENT BOARD OF COMMISSIONERS
THIS _____TH DAY OF _____, 2022.**

Tyrone Garner, Mayor/CEO

ATTEST:

Unified Government Clerk

(Seal)

EXHIBIT A

Agreement

[To be attached.]

**ASSIGNMENT, ASSUMPTION AND SECOND AMENDED AND RESTATED
DEVELOPMENT AGREEMENT**

**ASSIGNMENT, ASSUMPTION AND SECOND AMENDED AND RESTATED
DEVELOPMENT AGREEMENT**

THIS ASSIGNMENT, ASSUMPTION AND SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this "Agreement") is made as of the ____ day of _____, 2022 (the "2022 Effective Date") between the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG"), and HFS KCK, LLC, a Kansas limited liability company ("Developer").

RECITALS:

A. On December 20, 2005 (the "Original Effective Date"), the UG and SVV I, LLC, a Kansas limited liability company ("SVV") entered into that certain Vacation Village Development Agreement, as amended by that certain First Amendment of Vacation Village Development Agreement dated August 31, 2006, the Second Amendment of Vacation Village Development Agreement dated January 31, 2007, the Third Amendment of Vacation Village Development Agreement dated November 29, 2007, the Fourth Amendment of Vacation Village Development Agreement dated June 19, 2008, the Fifth Amendment of Vacation Village Development Agreement dated October 1, 2009 and the Sixth Amendment of Vacation Village Development Agreement dated March 14, 2013 (collectively, as amended, the "Original Agreement").

B. On August 28, 2014 (the "Amended and Restated Effective Date"), the UG and SVV entered into an Amended and Restated Vacation Village Development Agreement, which was subsequently amended by that certain First Amendment to Amended and Restated Vacation Village Development Agreement dated as of August 13, 2015 (collectively, as amended, the "Amended and Restated Agreement").

C. On October 20, 2005, in accordance with and pursuant to the Kansas Tax Increment Financing Act, K.S.A. 12-1770, *et seq.*, as amended, the predecessor of the Kansas STAR Bond Financing Act, K.S.A. 12-17,160 *et seq.* (the "Act"), the UG duly adopted Ordinance No. 0-76-05, which created the Vacation Village Redevelopment District (the "Original District"), within Kansas City, Kansas (the "City"), the boundaries of which were defined in said Ordinance, and contained a general development plan for the Original District (the "Original District Plan"). On November 29, 2007, the UG adopted a project plan for the sole redevelopment project area within the Original District (the "Original Project Plan"), which was subsequently amended and restated.

D. On August 28, 2014, the UG duly adopted Ordinance 47-14 (the "2014 Ordinance"), which amended and restated the Original District and Original District Plan (the "2014 Amended District Plan"), to expand the boundaries of the Original District and to include five (5) distinct Project Areas (each referred to herein as a "Project Area" and collectively referred to herein as the "Project Areas").

E. On August 28, 2014, the UG duly adopted the 2014 Ordinance, which adopted the Second Amended & Restated STAR Bond Project Plan for Project Area 1 within the District (the "Destination Project Plan"). The Destination Project Plan required SVV to design, develop, complete and operate a unique destination experience consisting of the Schlitterbahn Waterpark (the "Waterpark"), and provided for other potential commercial uses, including the potential for a multi-family residential development and other commercial uses and streets and infrastructure within Project Area 1.

F. On August 28, 2014, by adoption of the 2014 Ordinance, the UG approved and adopted the STAR Bond Project Plan for Project Area 2 within the District (“Original Auto Plaza Project Plan”). The Original Auto Plaza Project Plan called for the design, development, completion and operation of an automotive plaza to be occupied by automobile dealerships, hotels, restaurant pad sites, and a convenience store along with other related infrastructure and amenities (collectively, the “Auto Plaza Project”).

G. On August 13, 2015, the UG duly adopted Ordinance O-54-15 (the “2015 Ordinance”), which amended the Amended District Plan (the “2015 District Plan”), to divide Project Area 2 into two separate project areas – “Project Area 2A” and “Project Area 2B,” which provided for the Auto Plaza Project to be divided into two parts – with certain portions of the Auto Plaza Project being located in Project Area 2A and the balance of the Auto Plaza Project to be located in Project Area 2B.

H. On August 13, 2015, by adoption of the 2015 Ordinance, the UG approved and adopted the Amended and Restated STAR Bond Project Plan for Project Area 2A as the STAR Bond Project Plan for Project Area 2A (the “Auto Plaza – Phase 1 Project Plan”).

I. Pursuant to the foregoing, SVV constructed and opened the Waterpark and caused certain other development to occur within Project Area 2A and Project Area 3 and SVV was reimbursed for a portion of its STAR Bond eligible costs and expenses pursuant to the Act with the proceeds of STAR Bonds issued on or about October 13, 2015 (the “2015 STAR Bonds”). The 2015 STAR Bonds included \$72,900,000 (par value) of STAR Bonds for Project Areas 1 and 2A (the “Series 2015A Bonds”) and \$12,260,000 (par value) of subordinate STAR Bonds for Project Areas 1 and 2A (the “Series 2015B Bonds”), which Series 2015B Bonds were primarily for road improvements to 98th Street and were backed by a general appropriation pledge from the UG.

J. Ultimately, SVV permanently closed the Waterpark and defaulted on certain obligations under the Amended and Restated Agreement. Developer subsequently approached the UG about redeveloping the Site as defined in Recital L below.

K. Developer subsequently purchased from SVV all of the real property in the District which was then owned by SVV (the “SVV Site”) and took an assignment of all of SVV's right, title and interest in and to the Amended and Restated Agreement pursuant to that certain Assignment, Assumption and Amended and Restated Development Agreement dated as of November 19, 2020 (the “New Effective Date”) between the UG and Developer (the “Original Homefield Development Agreement”). Pursuant to the Original Homefield Development Agreement, the UG consented to and approved of the sale of the SVV Site to Developer and the assignment and assumption of the Amended and Restated Agreement by Developer pursuant and subject to the terms and conditions set forth in the Original Homefield Development Agreement. The SVV Site is generally depicted on **Exhibit 3** and legally described on **Exhibit 4** attached hereto.

L. In addition to the SVV Site, Developer intends to purchase from the UG certain real property which is comprised of approximately 62.25 acres of vacant land located east of N. 94th Street (the “Speer Property”), 1.065 acres of excess property that is not being used by the fire station located at 9548 State Avenue (the “Fire Station Property”), and 8.33 acres (the “Cemetery Property”) of excess property that is not being used by the cemetery located at 1540 N. 94th Street (collectively, the Speer Property, the Fire Station Property and the Cemetery Property are referred to herein as the “UG Property”). The UG Property is generally depicted on **Exhibit 5**. Prior to closing of the UG Property, Developer shall obtain a survey of the UG Property and the legal description set forth thereon shall be

the legal description of the UG Property for all purposes set forth in this Agreement and shall be attached hereto as **Exhibit 6**. Together, the UG Property and the SVV Site shall be referred to herein as the "Site"; a consolidated map of the Site is attached as **Exhibit 7**.

M. Developer agrees to demolish the Waterpark (although Developer may leave, renovate and incorporate portions of the existing Waterpark improvements into the Homefield Project, as more particularly described below), which will not be rebuilt or reopened. In lieu of the Waterpark, Developer agrees to design, develop, construct and operate or cause to be operated a new destination attraction in Project Area 1, Project Area 4, and Project Area 5, to include (a) an approximately 150,000 square foot building and facility which is designed as a multi-sport venue, including food and beverage, medical services, fitness, retail, office and entertainment spaces; (b) outdoor facilities (and potentially associated indoor area(s)) for entertainment programs for water and outdoor sports; (c) a youth baseball complex which will include at least ten (10) lighted fields and integrate state-of-the-art technology to enhance individual and team training as well as analytics and data capture, concessions and restrooms (collectively, the "Homefield Project"). The Homefield Project is more particularly described in Sections 2.2(a)(i)(1) and (2), 2.2(a)(ii)(1) and (2) and 2.2(a)(vi)(1) below.

N. Developer also agrees to develop (or cause to be developed) the balance of the Site, including a variety of other uses in the various Project Areas in the District, which may include retail, hotels, office and automobile dealerships, and other types of improvements, all as more particularly described in Section 2.2(a) below. Accordingly, on November 5, 2020, the UG duly adopted Ordinance O-99-20 (the "2020 Ordinance"), which approved and adopted the STAR Bond Project Plan for Project Area 2B within the District (the "Original Project Area 2B Project Plan"), which provides for, among other things, approximately two (2) hotels, approximately two (2) automotive uses, and approximately two (2) to four (4) other retail/commercial facilities, and/or other commercial uses, along with associated streets and other infrastructure.

O. On November 5, 2020, by adoption of the 2020 Ordinance, the UG approved and adopted the STAR Bond Project Plan for Project Area 3 within the District (the "Original Project Area 3 Project Plan"), which provides for, among other things, approximately three (3) to eight (8) retail/office/commercial facilities, and/or other commercial uses, along with associated streets and other infrastructure.

P. On November 5, 2020, by adoption of the 2020 Ordinance, the UG approved and adopted the STAR Bond Project Plan for Project Area 5 within the District (the "Original Project Area 5 Project Plan"), which provides for, among other things, the development of a luxury recreational vehicle/camping park and/or other retail/commercial facilities, along with associated streets and other infrastructure.

Q. Following the adoption of the 2020 Ordinance and the approval and execution of the Original Homefield Development Agreement, the Developer approached the UG about expanding the District, amending and restating the 2015 District Plan and making certain amendments to the Original Project Area 2B Project Plan, the Original Project Area 3 Project Plan and the Original Project Area 5 Project Plan.

R. On June 10, 2021, the UG duly adopted Ordinance O-28-21 (the "2021 District Ordinance"), which expanded the boundaries of the 2014 District and adopted a Second Amended and Restated STAR Bond District Plan dated May 20, 2021 (the "Second Amended District Plan"). The further expanded Vacation Village STAR Bond Project District approved pursuant to the 2021 District

Ordinance contains all of the same real property that was included in the Original District (approximately 380 acres, bounded on the west by Interstate 435, on the south by State Avenue, on the north by Parallel Parkway and on the east by the east right-of-way line of 94th Street), and the 2014 District (plus certain real property located east of N. 94th Street and also includes an overlay district on top of a portion of the then-existing STAR Bond district covering the Village West development), and added additional real property (collectively, the “District”) all as shown on the map attached hereto as **Exhibit 1** and the legal description of the District attached as **Exhibit 2** hereto.

S. On June 24, 2021, the UG duly adopted Ordinance O-82-21 (the “2021 Project Plan Ordinance”), which included substantial changes to the Original Project Area 2B Project Plan pursuant to K.S.A. 12-17,166(k), and approved and adopted an amended and restated STAR Bond Project Plan for Project Area 2B within the District (the “Amended and Restated Project Area 2B Project Plan”), which provides for, among other things, approximately two (2) hotels, approximately two (2) automotive uses, and approximately two (2) to four (4) other retail/commercial facilities, and/or other commercial uses, along with associated streets and other infrastructure.

T. On June 24, 2021, by adoption of the 2021 Project Plan Ordinance, which included substantial changes to the Original Project Area 3 Project Plan pursuant to K.S.A. 12-17,166(k), and which approved and adopted the amended and restated STAR Bond Project Plan for Project Area 3 within the District (the “Amended and Restated Project Area 3 Project Plan”), which provides for, among other things, approximately three (3) to eight (8) retail/office/commercial facilities, and/or other commercial uses, along with associated streets and other infrastructure.

U. On June 24, 2021, by adoption of the 2021 Project Plan Ordinance, which included substantial changes to the Original Project Area 5 Project Plan pursuant to K.S.A. 12-17,166(k), and approved and adopted the amended and restated STAR Bond Project Plan for Project Area 5 within the District (the “Amended and Restated Project Area 5 Project Plan”), which provides for, among other things, the development of a luxury recreational vehicle/camping park and/or other retail/commercial facilities, along with associated streets and other infrastructure.

V. The UG and Developer now desire to amend and restate the Original Homefield Development Agreement in its entirety, and therefore the UG and Developer now enter into this Agreement to formalize such amendment and restatement of the Original Homefield Development Agreement, as well as having the UG ratify the sale of the SVV Site to Developer and the assignment and assumption of the Amended and Restated Agreement, all as described in the Original Homefield Development Agreement.

AGREEMENT

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

ARTICLE 1

DEFINITIONS AND INTERPRETATION; NATURE OF AGREEMENT

1.1 Nature of this Agreement. The parties hereby understand and agree that this Agreement shall be deemed to fully supersede, amend and restate the Original Homefield Development Agreement and the terms and conditions set forth herein shall be deemed to govern and control the rights, duties

and obligations of the parties and the relationship between the UG and Developer from and after the 2022 Effective Date.

1.2 Assignment and Assumption. The UG hereby ratifies its prior consent and approval of the assignment of the Amended and Restated Agreement from SVV to Developer (the "Assignment"), which Assignment included a release of SVV from and after the New Effective Date, and Developer hereby acknowledges and confirms its assumption, for the benefit of the UG, of all of the terms and conditions of the Amended and Restated Agreement, subject to and as modified by the terms and conditions set forth herein. Neither the Assignment nor the UG's consent thereto shall in any way be construed as a consent by the UG to any further assignment by Developer, whether or not the Assignment purports to permit the same, and without limiting the generality of the foregoing, Developer hereby agrees that Developer has no right whatsoever to sell, assign, transfer or hypothecate the Project (as defined in Section 2.2(a) below) or this Agreement except as set forth in Section 7.13 below. Developer hereby agrees to be bound by and perform all of the obligations set forth in this Agreement.

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

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

1.4 Accounting Terms. Unless expressly otherwise provided herein or unless mutually agreed to by the parties, accounting terms shall be construed and interpreted, and accounting determination and

computations shall be made, in accordance with GAAP or other accounting method acceptable to Developer and the UG.

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

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

ARTICLE 2

APPOINTMENT OF DEVELOPER; DEVELOPMENT PLAN; USE RESTRICTIONS

2.1 Appointment of Developer; Purchase of the UG Property.

(a) Undertaking of Developer. Developer hereby agrees, subject to the terms and conditions hereinafter provided, to construct, complete, and operate the Homefield Project. The performance of all activities by Developer and its tenants and transferees hereunder shall be as an independent contractor and not as an agent of the UG, except as otherwise specifically provided herein. When certain obligations of Developer are to be performed by Developer's "tenants and transferees" under the terms of this Agreement, the parties hereby agree that "tenants and transferees" is not intended to include any Affiliates of Developer or any Permitted Mortgagees.

(b) Purchase of the UG Property. The UG owns the real property that comprises the UG Property. At the UG Property Closing (as defined in this Section 2.1(b)(iii) below), the UG shall convey the UG Property to Developer pursuant to a special warranty deed (the "Deed"), subject only to the provisions set forth in this Section 2.1 and in the balance of this Agreement and subject to the Permitted Encumbrances (as defined in Annex 1). The parties hereby agree that the UG Property Closing will occur contemporaneously with the STAR Bond Closing, so that when the UG conveys the UG Property to Developer, the Series 2015B Bonds will be fully redeemed and paid in full with the first available proceeds from the Initial Issuance of STAR Bonds. At the UG Property Closing, Developer will also pay nominal consideration for the UG Property (the "Purchase Price"). The parties hereby further agree as follows:

(i) Fire Station Property. The UG requires a portion of the Fire Station Property for the construction and maintenance of a communication tower, maintenance building and fencing (collectively, the "Tower"). The parties hereby agree that the UG may, in its discretion, elect to either: (1) convey all of the Fire Station Property to Developer, in which event Developer shall (x) grant the UG a permanent easement over any portion of the Fire Station Property that the UG identifies is necessary for construction and maintenance of the Tower, and (y) agree to promptly sign all applications, authorizations and other documents that require signature by the property owner in connection with the Tower; or (2) not convey the portion of the Fire Station Property that the UG requires for the Tower.

(ii) Developer's Investigations. For a period of ninety (90) days after the 2022 Effective Date (the "Due Diligence Period"), the UG shall allow Developer access to the UG Property for purposes of inspecting the UG Property, including the right to testing of same (the "Investigations"); provided, however, that: (1) Developer must schedule such

Investigations with the UG; (2) Developer shall provide the UG with a copy of any third party written reports resulting from the Investigations within thirty (30) days of completion of the Investigations; (3) Developer and the UG (subject always to the Kansas Open Records Act, K.S.A. 45-215 *et seq.*; Kansas Open Meetings Act, K.S.A. 75-4317 *et seq.*; and rules of discovery) will maintain the results of any such Investigations confidential, except to such third-party consultants, lenders, investors, attorneys, and other persons involved with Developer's Investigations, design, development, construction, and financing of the Project; (4) Developer shall repair any and all damage caused by the Investigations, and shall restore the UG Property to the condition it was in prior to such Investigations; and (5) Developer agrees to indemnify and hold the UG, and its agents, officers, contractors and employees (the "UG Parties") harmless from any and all injuries, losses, liens, claims, judgments, liabilities, costs actually incurred, expenses or damages (including reasonable attorneys' fees and court costs) sustained by or threatened against the UG (and/or the UG Parties), which result from or arise out of any Investigations by Developer or its authorized representatives pursuant to this Section 2.1(b)(ii). Notwithstanding any provision herein to the contrary, the indemnity contained in the preceding sentence shall survive the termination of this Agreement or the UG Property Closing. If Developer is not satisfied in all respects as to the condition of the UG Property (including the Permitted Encumbrances) in its sole discretion, then Developer shall have the right, exercisable by written notice given to the UG on or before the expiration of the Due Diligence Period, to: (x) proceed with acquisition of a portion, but not all, of the UG Property; or (y) terminate this Agreement. In the event that Developer shall elect not to exercise its right to terminate this Agreement pursuant to (y) above, or elect to acquire only a portion of the UG Property pursuant to (x) above, before expiration of the Due Diligence Period, then Developer shall be deemed to have waived this condition and accepted the UG Property (or portion thereof acquired pursuant to (x) above) "**as is, where is,**" without representations or warranties from the UG of any kind whatsoever. Developer hereby agrees that it is relying solely on its own Investigations of the UG Property and not on any information provided or to be provided by the UG, its officers, or agents, and that if Developer does not exercise its right to cancel and terminate under this Section 2.1(b)(ii), or the other conditions set forth in Section 3.2 below, then Developer understands and agrees that Developer shall be deemed and considered to be fully and completely satisfied with the UG Property and all parts and aspects thereof.

(iii) UG Property Closing. The term "UG Property Closing" means the date on which Developer shall close on the acquisition of the UG Property. The parties hereby agree that the UG Property Closing will occur contemporaneously with the STAR Bond Closing, so that when the UG conveys the UG Property to Developer, the Series 2015B Bonds will be fully redeemed and paid in full with the first available proceeds from the Initial Issuance of STAR Bonds.

(iv) Right of Reversion. Developer hereby agrees that the UG Property shall be subject to a right of reversion in favor of the UG (a "Reversionary Interest") in the event that, subject to Force Majeure: (1) Commencement of Construction of each component of the Homefield Project has not occurred on or before the applicable Commencement Date set forth in Section 6.6 below; and/or (2) construction of each component of the Homefield Project timely commenced, but Substantial Completion of construction of such component of the Homefield Project has not occurred on or before the applicable Completion Date set forth in Section 6.6 below. However, the UG shall not exercise its Reversionary Interest on any

portions of the UG Property if and to the extent that Developer has commenced construction and is diligently pursuing the same to completion (for a period not to exceed twelve (12) months after the applicable Completion Date). In order to exercise the Reversionary Interest, the UG shall first give to Developer a written notice of default and an additional sixty (60) days to cure (the "Reversionary Interest Notice") which shall specifically state that the UG is invoking the Reversionary Interest remedy, and in that case, if Developer fails to remedy the default in question within the additional sixty (60) days, the UG shall thereafter have the right, in its discretion, to exercise its Reversionary Interest as to the UG Property. If the UG exercises its Reversionary Interest as set forth herein, upon transfer of title to the UG Property back to the UG, the UG will pay Developer an amount equal to the Purchase Price, but except for and excluding such payment, the UG shall not otherwise reimburse Developer for any costs, expenses or losses to Developer associated with the UG's exercise of its Reversionary Interest. Notwithstanding the foregoing or anything in this Agreement to the contrary, the Reversionary Interest shall automatically be released for any portion(s) of the UG Property on which construction has commenced, and the UG shall execute and deliver to Developer a quitclaim deed or such other documents as may be necessary to evidence the release of the Reversionary Interest promptly thereafter (but in any event, no later than ten (10) business days following a request by Developer for the same). For purposes of this Agreement, the words "Commence Construction" and "Commencement of Construction" shall mean the issuance of appropriate permits for the relevant Improvements and Developer's undertaking of a continuous program of construction for such Improvements.

2.2 Development Plan. The UG and Developer hereby agree that the Development Plan for the Project shall be as described below, which is consistent with the Second Amended District Plan, and, for purposes of illustrative example only, as generally depicted on Exhibit 8 attached hereto. Developer may update Exhibit 8 from time to time, it being understood by the parties that such exhibit is not intended to contractually bind Developer and its tenants and transferees to locate the Improvements in the specific locations set forth thereon, but rather the same is only intended to serve as an example of the provisions set forth in this Section 2.2. Developer covenants and agrees that all buildings, parking improvements and other improvements constructed by Developer as part of the Project (collectively, the "Improvements") shall be developed, constructed, completed, and operated on the Site in substantial accordance and compliance with the terms and conditions of this Section 2.2, the Second Amended District Plan and the final site plan approvals as may be granted or amended from time to time by the UG's Planning Commission or other relevant bodies if any (the "Development Plan"). Except for and subject to the terms of this Section 2.2 and Article 6 hereof (and the Act with respect to any necessary amendment of the Second Amended District Plan), Developer reserves the right to make all design, construction and operational decisions relating to the Project without the UG's consent. On and subject to the terms and provisions set forth in this Agreement, Developer and its tenants and transferees, shall have the sole right to, and shall be responsible for, design, construction, equipment and completion of any Improvements, and shall operate and use the Improvements in the manner described herein, all in accordance with the terms of this Section 2.2 and all other Applicable Laws and Requirements. The parties further agree as follows:

(a) The "Project" shall be developed, designed and constructed as a retail and entertainment venue and unique destination experience with the following Improvements, concepts and attractions located in Project Area 1, Project Area 2A, Project Area 2B, Project Area 3, Project Area 4 and Project Area 5, respectively:

(i) Project Area 1: The Homefield Project shall consist of the demolition of the Waterpark and the design, development, construction and operation of the Improvements set forth in this Section 2.2(a)(i)(1)-(3) and Sections 2.2(a)(ii)(1) and (2) and 2.2(a)(vi)(1). Such Improvements, along with other Improvements for Project Area 1 are described below:

(1) Developer shall demolish and remove the Waterpark; provided, however, that Developer may leave, renovate and incorporate portions of the existing Waterpark improvements into Homefield Outdoors as more particularly described below;

(2) Developer will design, develop, construct and operate Homefield Outdoor as an outdoor multi-use venue (and potentially associated indoor area(s)) for sports, adventure and entertainment programs for water and outdoor sports such as paddleboarding, kayaking, swimming, sand volleyball, pickleball, obstacles, climbing, and ropes ("Homefield Outdoor"), a portion of which may be located in Project Area 5. Homefield Outdoor is estimated to cost approximately \$15,000,000 as set forth in Exhibit 12 attached hereto and the conceptual plans for Homefield Outdoor are attached hereto as Exhibit 10. Developer may, in its discretion, collaborate with the Hotel Operator (as defined below) to incorporate certain amenities of the Themed Hotel into the construction and operation of Homefield Outdoor, in which case such portion of Homefield Outdoor will be comparable in quality to the Margaritaville aquatic and sports offerings at "Margaritaville Lake Resort Lake Conroe" in Montgomery, Texas, and related amenities; provided however, that the parties recognize and agree that Homefield Outdoor is (i) located in a different seasonal climate than "Margaritaville Lake Resort Lake Conroe," and that certain adjustments are necessary as a result thereof, and (ii) required to have additional offerings to focus on the multi-sport athletic facilities and entertainment elements of the Project – accordingly, Homefield Outdoor will necessarily provide more sports/adventure and entertainment components than the aquatic and sports offerings at "Margaritaville Lake Resort Lake Conroe," but the quality standard for those additional components shall be consistent with "Margaritaville Lake Resort Lake Conroe";

(3) Landscaping in accordance with the Landscape Plan (as defined in Section 6.2(b) below);

(4) Project Area 1 will include one or more hotels, including a portion of an approximately 250-room themed hotel project, which may include amenities such as food and beverage options, pools and other water features, retail offerings, meeting space, and a spa (collectively, the "Themed Hotel"). If and when the STAR Bond Closing occurs, Developer shall be irrevocably committed to design, construct, open and operate the Themed Hotel by the Completion Date set forth in Section 6.6(b)(iv) below. The Themed Hotel will be operated by _____ as a Margaritaville (the "Hotel Operator"), or a similar first-class operator and as another first-class brand; provided that the UG shall have the right to review and give prior consent and reasonable approval to any subsequent operator or brand. While the UG may in its sole discretion also consent to and approve other brands and operators that do not satisfy the following criteria, the UG covenants and agrees that it will reasonably provide such consent and approval of: (i) a subsequent brand if such brand

is a full-service brand whose operations and average room rates across its other U.S. locations places it in the top tier or "upscale" tier as compared with other hotel chains in the U.S. ("Top Tier"); and (ii) a subsequent operator if the operator demonstrates significant management experience of other full-service, Top Tier hotels. The Themed Hotel shall be designed, constructed and operated in a manner that is consistent in quality and offerings with the Margaritaville Hotel in "Margaritaville Lake Resort Lake Conroe." Developer covenants and agrees to operate the Themed Hotel for no less than ten (10) years.

(5) Project Area 1 will include a garden-style, luxury apartment development that shall include approximately 270 apartment units, consisting of studio, one-bedroom, two-bedroom, and/or three-bedroom units located within approximately nine (9) high end apartment buildings, including site amenities and related infrastructure (the "Milhaus Apartments"). The Milhaus Apartments will include surface parking, as well as luxury apartment amenities, including without limitation: a clubhouse and swimming pool with sun deck and outdoor lounge, health and fitness facilities, an event space/club room, conference area, resident lounge and coworking space, coffee bar, outdoor kitchen with gas grills, fire pits, and patio space; in-unit washer/dryer, refrigerator, oven/range, and microwave; green space, dog park, and pet washing area; indoor bike storage and repair area; and package delivery/pickup amenities (including groceries).

(6) Project Area 1 may, in the future, include one or more office, retail, restaurant, or other commercial buildings, and one or more additional hotels, and other hospitality offerings, but the same are not required to be developed and constructed by Developer hereunder.

(ii) Project Area 4: Project Area 4 will include at least three (3) different uses and at least two (2) different developers:

(1) Developer will design, develop, construct and operate an at least 150,000 square-foot building as a multi-sport venue, along with food and beverage amenities, medical services, fitness and training facilities and other retail, office and entertainment spaces (the "Homefield Building"). Among other things, the Homefield Building will feature hard courts, indoor or outdoor turf field, and gym and fitness centers, which will be used for sports such as volleyball, basketball, baseball, softball, cheer, flag football, and lacrosse. The Homefield Building may also include certain outdoor assets and offerings like a turf field for sports such as soccer, flag football, and lacrosse. The Homefield Building is estimated to cost approximately \$60,000,000 as set forth in Exhibit 12 attached hereto and the preliminary conceptual plans for the Homefield Building are attached hereto as Exhibit 9. The Homefield Building will be specifically designed as both a tournament-quality sports facility and a destination training facility. The Homefield Building will be comparable in quality to the Compass Minerals National Training Facility.

(2) Developer will design, develop, construct and operate the Homefield youth baseball complex in Project Area 4 to include at least two (2) full-sized championship lighted turf fields (one of which may be for championship softball, and

may be sized accordingly) and integrate state-of-the-art technology to enhance individual and team training as well as analytics and data capture, as well as other amenities (collectively, "Project Area 4 Baseball"). Project Area 4 Baseball will be owned and operated by Developer or its affiliate, but will collaborate and coordinate with Perfect Game Baseball, which will be owned by Developer or its affiliate and leased to Perfect Game Incorporated (as described below) to create an integrated baseball complex at the Project (together, Project Area 4 Baseball and Perfect Game Baseball may be referred to herein as "Homefield Baseball"). The best-in-class technology features for Homefield Baseball, including analytics and data capture features, are described in **Exhibit 19** and hereby incorporated by reference. Homefield Baseball will be designed to be a premier showcase baseball complex in the Midwest and will cater to a regional and national market area. Homefield Baseball is estimated to cost approximately \$40,000,000 as set forth in **Exhibit 12** attached hereto and the conceptual plans for Homefield Baseball are attached hereto as **Exhibit 11**. The "Homefield Project" shall include Homefield Baseball, along with the Homefield Building and Homefield Outdoor, and all other demolition and Improvements described in Sections 2.2(a)(i)(1) through (3) and 2.2(a)(ii)(1) and (2) and 2.2(a)(vi)(1). Homefield Baseball will be comparable in quality to Lakepoint baseball facilities in Emerson, Georgia.

(3) The state-of-the-art sports training facility previously constructed and opened to be the home of the United States Soccer Federation's coaching and training facility, the primary training facilities for the U.S. Men's and Women's national teams (the "U.S. Soccer Facility");

(4) The previously constructed and opened tournament fields complex and other associated infrastructure (the "Tournament Fields") partially located adjacent to the U.S. Soccer Facility and partially located on the property in the District located east of N. 94th Street;

(5) The previously constructed and opened professional soccer stadium known as Children's Mercy Park and associated infrastructure (the "Soccer Stadium") located in the District at the northeast corner of France Family Drive and State Avenue;

(6) The previously constructed and now permanently closed Lone Star Steakhouse (the "Lone Star Pad") located in the District at the southeast corner of France Family Drive and Village West Parkway;

(7) A luxury recreational vehicle park (an "RV Park"); and

(8) Landscaping in accordance with the Landscape Plan, for both the Homefield Building and Project Area 4 Baseball.

Project Area 4 may, in the future, include upgrades which constitute new Improvements to the U.S. Soccer Facility, Tournament Fields, and Soccer Stadium, and/or redevelopment of the Lone Star Pad, but the same are not required to be completed by Developer hereunder.

(iii) Project Area 2A: Project Area 2A may include the following:

(1) Automobile dealerships which shall: (x) be designed, constructed and completed to be first-class quality facilities, similar in quality to the Legends Toyota and Honda dealerships, primarily for the sale of new vehicles with a limited number of pre-owned vehicles; (y) each have a minimum capital investment in their particular lot of \$5,000,000; and (z) at least two (2) of which shall bear an automotive brand name for which there was not an automotive dealership located in Wyandotte County as of the Amended and Restated Effective Date (collectively, the "Auto Dealerships"). However, the parties hereby agree that in addition to the Premier Auto Outlet Pre-Owned Auto Dealership described below, one (1) high quality, pre-owned vehicle business (e.g., CarMax) may be permitted hereunder with the prior consent and approval of the County Administrator and the Secretary of Commerce for the State for the sole purpose of confirming compliance with this standard. Such additional pre-owned dealership may be located in Project Area 4, 2A or 2B. Project Area 2A currently includes a Fenton Nissan Auto Dealership, a Victory Ford Auto Dealership, a Victory Auto Dealership that includes Dodge, Chrysler, Jeep and Ram, and a Premier Auto Outlet Pre-Owned Auto Dealership, all of which have been previously constructed and opened within Project Area 2A;

(2) Four (4) or more restaurant, retail, hotel, or other commercial pad sites (collectively, the "Commercial Pads");

(3) A convenience store which may also include a fueling station and car wash (the "C-Store"), which C-Store is currently open and operating as a Phillips 66 "Speed Stop";

(4) Go Car Wash, which is currently open and operating;

(5) Spira Care health care facility, which is also open and operating;

(6) Infrastructure related to items (1) and (5) above; and

(7) Landscaping in accordance with the Landscape Plan.

(iv) Project Area 2B: Project Area 2B may include the following:

(1) Jeep and one or more additional Auto Dealerships;

(2) Two or more Commercial Pads; Freddy's Frozen Custard and Steakburgers is currently open and operating on one of the Commercial Pads;

(3) Frontier Justice, a commercial firing range facility, which is currently open and operating;

(4) A Fairfield Inn limited service hotel, with approximately 87 rooms;

(5) In addition to items (1) – (4), Project Area 2B may, in the future, include one or more office, retail, restaurant, or other commercial buildings, and one or more additional hotels, and other hospitality offerings.

- (6) Infrastructure related to items (1) through (5) above;
- (7) The Infrastructure Improvements described in Section 6.5 below; and
- (8) Landscaping in accordance with the Landscape Plan.

(v) Project Area 3: Project Area 3 may include:

(1) Entertainment, retail and destination retail shopping facilities, including restaurants, Commercial Pads and lodging facilities, subject always to the restrictions and objectives described in Section 2.4 hereof (the "Entertainment/Retail Project"). The Entertainment/Retail Project currently includes an open and operating Menards Home Improvements Store ("Menards"). The Entertainment/Retail Project will also include a Camping World retail store featuring an approximately 38,000 square foot building and associated outdoor sales space ("Camping World");

(2) One or more Class A office buildings. Project Area 3 currently includes a multi-tenant office building called the "East Legends Professional Building" and the world headquarters for Dairy Farmers of America ("DFA"), which may in the future include an expansion building (the "DFA Expansion") and;

- (3) Infrastructure related to items (1) and (2) above; and
- (4) Landscaping in accordance with the Landscape Plan.

(vi) Project Area 5: Project Area 5 may include:

(1) The Perfect Game Baseball complex. Developer or its affiliate will design, develop, construct and lease to Perfect Game Incorporated a youth baseball complex consisting of at least eight (8) full-sized, lighted turf fields and integrate state-of-the-art technology to enhance individual and team training as well as analytics and data capture, a scouting view tower, batting and pitching tunnels, concessions and restrooms, and Perfect Game club offices (collectively, "Perfect Game Baseball"). The best-in-class technology features for Homefield Baseball (as defined below), including analytics and data capture features, are described in Exhibit 19 and hereby incorporated by reference. Homefield Baseball will be designed to be a premier showcase baseball complex in the Midwest and will cater to a regional and national market area. Homefield Baseball is estimated to cost approximately \$40,000,000 as set forth in Exhibit 12 attached hereto and the conceptual plans for Homefield Baseball are attached hereto as Exhibit 11;

- (2) An RV Park;
- (3) A portion of Homefield Outdoor;
- (4) A portion of the Themed Hotel;
- (5) Various other types of lodging facilities and other commercial uses;
- (6) Infrastructure related to items (1) through (5) above; and

(7) Landscaping in accordance with the Landscape Plan.

Notwithstanding anything set forth herein which is seemingly to the contrary, the Homefield Project shall consist of the demolition of the Waterpark and the design, development, construction and operation of Homefield Outdoor as set forth in Section 2.2(a)(i)(1) and (2), the Homefield Building as set forth in Section 2.2(a)(ii)(1), Project Area 4 Baseball as set forth in Section 2.2(a)(ii)(2), and Perfect Game Baseball as set forth in this Section 2.2(a)(vi)(1); no other Project components described in this Section 2.2(a) shall constitute the "Homefield Project" or be required to be constructed by Developer as the "Homefield Project."

(b) Developer recognizes, stipulates and agrees that its signage shall be subject to all Applicable Laws and Requirements, and any special use permit granted by the UG's Commission. The UG hereby agrees that it will, to the extent possible, expedite the consideration of Developer's proposed signage and cooperate with Developer to reasonably accommodate Developer's signage requirements. Developer shall develop sign criteria for the entire Site. The parties acknowledge that SVV previously received approval for a special use permit for the special signage of a major community entertainment and recreational attraction.

(c) The Project shall include parking improvements containing the number of spaces required by the Applicable Laws and Requirements for any Improvements (the "Parking Improvements"). The costs of the Parking Improvements, to the extent that the same are eligible, may be paid for with STAR Bonds, provided such financing is available, feasible and legally permissible and set forth as such on the Total Project Budget.

(d) Developer's plans for landscaping on the Site shall be considered in accordance with all Applicable Laws and Requirements and approval thereof by the UG will not be unreasonably withheld.

(e) Developer's development, design and construction of the portions of the Project located on the Site shall in all respects comply with the Design Criteria (as defined in Section 6.2(a) below).

(f) Developer understands and agrees that no Auto Dealerships shall be allowed outside of Project Areas 4, 2A and 2B.

(g) Upon Substantial Completion of any Improvements in the District, such Improvements shall be deemed to be a part of the "Improvements" and the "Project" as those terms are used hereunder.

(h) Developer hereby agrees that the Development Plan may include walking/biking trails that provide the Project with pedestrian connectivity.

(i) The Development Plan described in this Section 2.2 shall not be amended or modified without (i) the prior written consent of the UG, which shall not be unreasonably withheld, and (ii) compliance with all Applicable Laws and Requirements.

(j) If and to the extent that Developer elects to develop and construct any Improvements on the Cemetery Property whatsoever, Developer agrees that neither Developer or its agents, contractors or assignees shall disturb any graves located thereon.

2.3 General Agreements. Developer agrees to promptly and completely perform each and all of its duties and obligations under this Agreement and the other Transaction Documents. The UG agrees to promptly and completely perform each and all of its duties and obligations under this Agreement and the other Transaction Documents.

2.4 Site Restrictions. Developer hereby understands and agrees that the nature of the retail and entertainment components of the Project are critical to the approval of the public incentives offered by the UG and the State in connection with this Agreement. Further, Developer understands and agrees that the Project is required to be unique, including destination entertainment and retail users that are not currently available in the State. Accordingly, Developer hereby agrees as follows:

(a) During the Term (as defined in Section 7.1 below), no user of any kind for a retail or entertainment purpose within the District shall receive any direct benefit from STAR Bonds if such user has relocated from within the State.

(b) Additionally, Developer and the UG hereby agree that the following uses shall be prohibited within the Site:

(i) Any use which is offensive by reason of odor, fumes, dust, smoke, noise, or pollution, or which constitutes a nuisance or is hazardous by reason of fire or explosion, or injurious to the reputation of the Project. No oil, gasoline or flammable liquid shall be stored in bulk in greater than 55-gallon containers except in underground storage tanks.

(ii) Other than in connection with the existing C-Store in Project Area 2A, and the Go Car Wash in Project Area 2A, both of which are hereby expressly permitted, a gas station or car wash facility. However, the UG agrees that the foregoing restriction shall not apply to one (1) additional C-Store if it is a Quiktrip or Buc-ees (or upon UG approval, a first-class C-Store which is equivalent to or better than Quiktrip or Buc-ees in quality) and is located on State Avenue in Project Area 3 or Project Area 1.

(iii) A facility primarily used as a storage warehouse operation, mini-warehouse, or freight terminal; provided, however, that the foregoing restriction shall not in any way prohibit the operation of small warehouse or mini-warehouse if operated in connection with and ancillary to a permitted retail use.

(iv) A facility for the assembling, manufacturing, refining, or smelting (provided, however, this restriction shall not preclude the assembly of merchandise to be sold at a facility).

(v) Drilling, mining, exploring or the producing of oil, gases or other minerals.

(vi) Any use which involves the raising, breeding, keeping or selling of any animals or poultry except on a temporary basis, in which case such areas are to be cleaned and maintained by the owner of such portion of the Site so that it is not a nuisance to any other adjacent property owner (provided, however, this restriction shall not preclude an aquarium or marine park, or a county fair or 4-H or other related activities). Notwithstanding the foregoing, the parties hereby agree that the keeping of animals for other similar exhibition or entertainment purposes, shall be prohibited by this restriction.

(vii) Salvage or reclamation yards and the storage of inoperative vehicles.

(viii) Any pawn shop or "second hand" store; provided, however, that the foregoing restriction shall not in any way prohibit the operation of high quality antique or so-called vintage stores.

(ix) Any mobile home park, camp ground, trailer court, or labor camp; provided, however, this prohibition shall not be applicable to the temporary use of construction trailers during periods of construction, reconstruction or maintenance or for shag trailers, delivery trucks or recreational vehicles of invitees of the Project. Notwithstanding the foregoing, the UG hereby agrees that one (1) recreational vehicle park is hereby expressly permitted in Project Area 5 on the west side of 94th Street (provided however, that some minor portions of such recreational vehicle park may include land located within Project Areas 1 and 4 as well), and one (1) recreational vehicle park is hereby expressly permitted in Project Area 4 on the east side of 94th Street.

(x) Any dumping, disposing, incineration or reduction of garbage; provided, however, this prohibition shall not be applicable to garbage compactors located near the rear of any building on the Site.

(xi) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation (but this provision shall not restrict the absolute freedom of an owner of any portion of the Site to determine its own selling prices nor shall it preclude the conduct of periodic seasonal sales, promotional or clearance sales, all of which are specifically permitted).

(xii) Any central laundry, or laundromat; provided, however, this prohibition shall not be applicable to a drop-off and pickup facility, or a central laundry or laundromat that is operated in connection with or ancillary to a permitted residential development and that complies with all Environmental Regulations.

(xiii) Other than the Auto Dealerships in Project Areas 2A and 2B and no more than one recreational vehicle dealer in Project Area 3, which are hereby expressly permitted, any automobile, truck, trailer or recreational vehicle with outside sales, leasing, or display unless approved by the UG or in conjunction with promotions, displays and other similar marketing activities, subject, however, to compliance with all Applicable Laws and Requirements.

(xiv) Other than the service centers located within the Auto Dealerships or a recreational vehicle dealer permitted under (xiii) above, any body shop repair operation, engine repair or vehicle repair facility for all vehicles, including motorcycles, including a quick service facility.

(xv) Any mortuary or funeral home.

(xvi) Any establishment selling or exhibiting pornographic materials or which sells drug-related paraphernalia or which exhibits either live or by other means to any degree, nude or partially clothed dancers or wait staff and/or any massage parlors or similar establishments; except that this provision shall not be deemed to preclude the operation in the Site of either a nationally or regionally recognized high-quality book store, or a drug store or pharmacy, or a department within a retail store, such as a C-Store, offering for sale its usual or customary inventory of books, magazines and/or related pharmaceutical materials.

(xvii) A nightclub, which shall be deemed to mean any bar, restaurant, club or other establishment that derives 70% or more of its gross receipts from the sale of alcoholic beverages; provided that, this restriction shall not apply to any component or use integrated into the Themed Hotel and/or Homefield Project, including any hospitality component.

(xviii) Any store selling discounted tobacco products, electronic or vapor cigarettes or other smoking devices or paraphernalia, which is not meant to exclude the sale of such items by the C-Store.

(xix) Any hookah bars or other establishment with a primary focus on smoking.

(xx) Pay-day or title loan facilities.

(xxi) Any precious metal facilities.

(xxii) A flea market; provided, however, that the foregoing restriction shall not in any way prohibit the operation of a "city market" for the sale of fresh fruits, vegetables and other foods and flowers and other similar items.

The UG's Commission is hereby authorized to grant variances to the restrictions set forth in this Section 2.4 from time to time in its sole and absolute discretion. At Developer's closing on the acquisition of the SVV Site and at the UG Property Closing, Developer and the UG shall execute a document which shall memorialize the restrictions set forth in this Section 2.4 and that there are no known violations of the restrictions within the Site, and record the same against the real property within the Site, which restrictions shall be effective and run with the land for the Term of this Agreement.

ARTICLE 3

CONDITIONS TO ISSUANCE OF STAR BONDS

3.1 Initial Issuance Conditions. In addition to the conditions described in Section 4.4(d) below, neither party shall be obligated to proceed to STAR Bond Closing unless and until each of the following conditions and requirements have been satisfied in full. Within fifteen (15) business days of Developer's written request to the UG, the UG hereby agrees to confirm whether or not Developer has satisfied the conditions in this Section 3.1, and if applicable, shall specifically describe the UG's understanding of the status of any condition that is not determined to be satisfied at that time.

(a) Developer shall have presented and the UG in its sole discretion shall have approved a detailed conceptual plan for the Homefield Building, Homefield Outdoor and Homefield Baseball.

(b) Developer shall have delivered a detailed construction budget, including detailed line items specifying the hard construction costs and soft cost budget for the Homefield Project (but the construction budget for Homefield Outdoor may be more conceptual in nature) and any Improvements to be funded with proceeds of the STAR Bonds in the Initial Issuance, and all expected sources of public and private funding for cashflow of construction of the items shown on such budget (including Developer's private equity and/or debt financing, if necessary), which budget shall be approved by the UG and the Secretary of Commerce. Without limiting the generality of the foregoing, Developer is specifically required to provide a detailed cashflow analysis demonstrating that in light of all requirements in this Agreement and the STAR Bond Indenture related to disbursement of STAR

Bond Proceeds from the Initial Issuance, including, without limitation, Sections 4.3(a) [Public/Private Ratio], 4.3(c) [Private Capital Requirements]; and 4.3(d)(viii) [STAR Bond Indenture Escrow] of this Agreement, Developer will have access to Private Capital and STAR Bond Proceeds, when needed, to maintain a continuous program of construction for the Homefield Project. If such cashflow analysis does not demonstrate Developer's access to Private Capital and STAR Bond Proceeds, when needed, to maintain a continuous program of construction of the Homefield Project, the Developer shall provide to the UG evidence of the availability of additional Private Capital to meet any such funding gaps and to allow for a continuous program of construction. In addition, if the Initial Issuance of STAR Bonds does not yield enough STAR Bond Proceeds to pay for all of the costs of the Homefield Project, the Developer shall provide to the UG evidence of the availability of additional Private Capital to pay for any Homefield Project costs not covered by the Initial Issuance STAR Bond Proceeds.

(c) The UG shall have determined the portion of the Fire Station Property that is necessary for the Tower and notified the Developer in writing of its election to convey all or part of the Fire Station Property, and the parties shall have agreed upon the terms of any easement required by the UG, as described in Section 2.1(b)(i);

(d) The UG shall have obtained a feasibility study from an independent third party consultant that projects Incremental Taxes to be generated within Project Areas 2B, 3 and 5 will be sufficient to pay all of the STAR Bonds in the Initial Issuance with a coverage ratio of at least 1.25, with such feasibility study including only Incremental Taxes to be generated from retailers that are open and fully operational, or for which the Developer has provided to the UG's representatives fully executed, commercially reasonable leases, sales contracts or similar commitments (e.g., the franchise agreement for the Themed Hotel) for the operation of such Project components;

(e) To the extent the independent feasibility study described in Section 3.1(d) is based on components of the Project that are not yet constructed, open and operating, Developer shall demonstrate, or cause applicable third parties to demonstrate, to the reasonable satisfaction of the UG's representatives, that (i) Developer or third parties have fully executed, commercially reasonable leases, sales contracts or similar commitments (e.g., the franchise agreement for the Themed Hotel) for the operation of such Project components, and shall have provided the UG's representatives an opportunity to confidentially review such leases, sale contracts, or similar commitments to confirm satisfaction of this condition, and (ii) each of such Project components shall be constructed and completed by a date certain;

(f) The UG shall be satisfied, in its sole discretion, that the Series 2015B Bonds will be fully redeemed and paid in full with the first available proceeds from the Initial Issuance at the STAR Bond Closing; and

(g) The Secretary of Commerce shall have approved the Total Project Budget attached hereto as **Exhibit 12**, including the line items set forth therein, along with the amount of authorized STAR Bonds, the terms of the STAR Bonds and the costs of issuance.

3.2 Termination of this Agreement. In the event the conditions set forth in Section 3.1 above are not met by December 31, 2022 (the "Drop Dead Date"), then either party may unilaterally terminate the rights and obligations to (i) develop and construct the Homefield Project set forth in Section 2.2(a) and (ii) the STAR Bond financing structure set forth in Section 4.2 (but if such conditions are met

prior to such date, STAR Bonds may be issued on or before such date or within one hundred twenty (120) days thereafter).

3.3 Additional Issuance(s) Conditions for Additional STAR Bonds. In addition to the conditions described in Section 4.4 below, neither party shall be obligated to proceed to any Additional Issuance(s) (as defined in Section 4.2(b) below) unless and until each of the following conditions and requirements have been satisfied in full for each and every Additional Issuance. Within fifteen (15) business days of Developer's written request to the UG, the UG hereby agrees to confirm whether or not Developer has satisfied the conditions in this Section 3.3, and if applicable, shall specifically describe the UG's understanding of the status of any condition that is not determined to be satisfied at that time.

(a) Developer shall have constructed, completed and opened all of the Homefield Project and shall not be in default of any of the terms and conditions of this Agreement. Additionally, the Themed Hotel shall have completed construction and opened for business;

(b) Developer shall have delivered an updated detailed construction budget, including detailed line items specifying the hard construction costs and soft cost budget for the Homefield Project (with actual costs to the extent fully-known at that time) and for any other Improvements to be funded with proceeds of the Additional STAR Bonds, and all expected sources of public and private funding for cashflow of construction of the items shown on such budget (including Private Capital, if necessary), which budget shall be approved by the UG and the Secretary of Commerce;

(c) The UG shall have obtained a feasibility study from an independent third party consultant that projects Incremental Taxes to be generated within Project Areas 2B, 3 and 5 will be sufficient to pay the debt service on any such Additional STAR Bonds and permit the special mandatory redemption of all of the then-outstanding STAR Bonds to equal or exceed the cumulative redemption amounts established at the time such outstanding STAR Bonds were initially issued, with such feasibility study including only Incremental Taxes to be generated from retailers that are open and fully operational, or for which the Developer has provided to the UG's representatives fully executed, commercially reasonable leases, sales contracts or similar commitments for the operation of such Project components;

(d) To the extent that the feasibility study referenced in Section 3.3(c) is based on components of the Project that are not yet constructed and operating, Developer shall demonstrate, or cause applicable third parties to demonstrate, to the reasonable satisfaction of the UG's representatives that (i) Developer or third parties have fully executed, commercially reasonable leases, sales contracts or similar commitments for the operation of such Project Components, and shall have provided the UG's representatives an opportunity to confidentially review such leases, sale contracts, or similar commitments to confirm satisfaction of this condition; and (ii) to the extent that the feasibility study referenced in Section 3.3(b) is based on the Project components that are not yet constructed and operating, then Developer or third parties responsible for constructing such Project components shall provide the UG with reasonable assurances that each of such Project components shall be constructed and completed by a date certain; and

(e) the Secretary of Commerce shall have approved the Total Project Budget, including the line items set forth therein, along with the amount of authorized STAR Bonds, the terms of the Additional STAR Bonds and the costs of issuance.

3.4 Draw Conditions. The conditions for disbursement of STAR Bond Proceeds to pay for and/or reimburse the STAR Bond Costs incurred by or through Developer are set forth in Section 4.3 below.

ARTICLE 4

FINANCING — SOURCE OF FUNDS

4.1 Source of Funds. The 2015 STAR Bonds paid for the Waterpark and certain land and infrastructure improvements that constitute a part of the Project as described in Section 2.2 above. Going forward, additional costs of the Project (as described in this Agreement) (the "Project Costs") shall be funded in part by public incentives including STAR Bonds and the CID described below (collectively, "Public Financing"), as set forth on the Total Project Budget attached hereto as **Exhibit 12**, and by this reference made a part hereof. The Project Costs set forth on the Total Project Budget shall be paid in accordance with the Total Project Budget and the procedures and requirements set forth herein.

4.2 STAR Bonds. The parties hereby agree as follows:

(a) Amount of STAR Bonds, Generally. It is contemplated that STAR Bonds for the Project will be provided through multiple, phased issuances to which certain STAR Bond revenues from Project Area 2B, Project Area 3 and Project Area 5 will be pledged, and the STAR Bonds described herein shall be sold in an amount which results in a maximum principal amount that yields up to \$150,000,000 of net proceeds in the aggregate, not including the STAR Bond proceeds necessary to repay the Series 2015B Bonds and exclusive of financing costs, issuance-related fees, and applicable reserves (the "STAR Bond Proceeds"). Such STAR Bond Proceeds shall be used for funding or reimbursing the costs of the Homefield Project as well as the other eligible Project Costs specifically identified in the Total Project Budget. The parties hereby agree that in no event shall more STAR Bonds be issued in connection with the Project than the amount necessary to yield \$150,000,000 in STAR Bond Proceeds in the aggregate (not including the STAR Bond proceeds necessary to repay the Series 2015B Bonds and exclusive of financing costs, issuance-related fees, and applicable reserves) from all STAR Bond issuances. All disbursements of STAR Bond Proceeds shall be made (x) first, to pay financing costs, issuance-related fees, and applicable reserves, (y) second, to fully redeem the Series 2015B Bonds, and (z) third, pay for and/or reimburse the Project Costs incurred by or through Developer, and such Project Costs are limited to those Project Costs which are (i) eligible for payment or reimbursement pursuant to the Act, and (ii) agreed upon by the parties and identified on the Total Project Budget (the "STAR Bond Costs").

(b) Multiple STAR Bond Issuances. The parties anticipate that the first STAR Bond issuance will be a public sale of STAR Bonds (the "Initial Issuance"). The STAR Bond Proceeds from the Initial Issuance shall be used (1) first, to pay financing costs, issuance-related fees, and applicable reserves, (2) second, to fully redeem the Series 2015B Bonds, and (2) thereafter, to provide a maximum of \$115,000,000 of net STAR Bond Proceeds (not including the STAR Bond proceeds necessary to repay the Series 2015B Bonds and exclusive of financing costs, issuance-related fees, and applicable reserves) which shall be used exclusively to pay for and/or reimburse STAR Bond Costs incurred by or through Developer in connection with the hard and soft costs of designing and constructing the Homefield Project plus an amount not to exceed \$15,000,000 of other eligible Project Costs as specifically identified in the Total Project Budget, as shown on **Exhibit 12**. The parties anticipate one or more subsequent STAR Bond issuances (collectively, the "Additional Issuance(s)") for an additional \$20,000,000 of net STAR Bond Proceeds, to yield a maximum aggregate amount of

\$150,000,000 of net STAR Bond Proceeds (not including the STAR Bond proceeds necessary to repay the Series 2015B Bonds and exclusive of financing costs, issuance-related fees, and applicable reserves), which shall be used exclusively to pay for and/or reimburse STAR Bond Costs incurred in connection with the hard and soft construction costs of the Homefield Project as well as the other eligible Project Costs specifically identified in the Total Project Budget (and not previously reimbursed by the STAR Bond Proceeds of the Initial Issuance), as shown on Exhibit 12. The Additional Issuance(s) may be a private placement of STAR Bonds or it may be a public sale as more particularly described herein.

(c) Commitment to Build Homefield Project and Themed Hotel After STAR Bond Closing. Developer agrees that, upon STAR Bond Closing, Developer shall be irrevocably committed to building the Themed Hotel and all of the Homefield Project, including all of the various components thereof described in Section 2.2(a) and as generally depicted on the preliminary conceptual plans attached as Exhibits 9, 10 and 11.

(d) Collection of Incremental Taxes. Except as specifically set forth below, the STAR Bonds shall be paid from the collection of: (i) incremental State sales and use taxes imposed pursuant to K.S.A. 79-3601 *et seq.* and K.S.A. 79-3701 *et seq.* (the "State Increment"); (ii) incremental local sales and use taxes imposed pursuant to K.S.A. 12-187 *et seq.* (the "Local Increment") consisting of the current City of Kansas City sales tax excluding any local sales tax committed to other uses by election of voters (currently 1%, calculated as the total sales tax rate of 1.625% less the dedicated amounts of 0.25% for emergency medical service and 0.375% for public safety and neighborhood infrastructure) and the UG's share of the current County's 1% sales tax (currently 93.4368%); (iii) 7.84% of the current UG's transient guest tax (i.e., 8% transient guest tax net of the State's 2% share), all collected within Project Areas 2B, 3 and 5, (iv) minus the Menards State Increment described below, and (v) minus the State Increment and Local Increment attributable to Jeep as described in Section 4.2(f)(ii), until such time as the Series 2015A Bonds are fully retired (collectively, the "Incremental Taxes") commencing on the STAR Bond Closing and continuing for each and every year of the STAR Bond Collection Period (as defined below). The State Increment for Project Areas 2B, 3 and 5 shall be measured against the sum of (x) the State sales taxes collected during a base year which is twelve (12) months immediately prior to the month in which the District was established in October of 2005, which was \$0.00; and (y) any Relocation State Base Year Revenues (as defined in Section 4.2(f)) (collectively, the "State Base Year Revenues"). The Local Increment for Project Areas 2B, 3 and 5 shall be measured against the sum of (1) the local sales, use and transient guest taxes collected during a base year which is twelve (12) months immediately prior to the month in which the District was established in October of 2005, which was \$0.00; and (2) any Relocation Local Base Year Revenues (collectively, the "Local Base Year Revenues," together with the State Base Year Revenues, the "Base Year Revenues"). For a period of twenty (20) years from the approval of the Project Area 2B Plan, Project Area 3 Plan and Project Area 5 Plan, the UG shall cooperate with the State, and the Escrow Agent to properly allocate Incremental Taxes to pay STAR Bonds issued for such Project Areas, unless such STAR Bonds shall be fully redeemed and paid in full prior to the end of such twenty (20) year period (the "STAR Bond Collection Period"). Notwithstanding the foregoing, the parties agree to the following with respect to collection of the State Increment and Local Increment derived from the Menards in Project Area 3, which is currently open and operating (the "Menards Revenues"):

(i) Commencing on the date of the Initial Issuance and continuing for the entire STAR Bond Collection Period, 100% of the Local Increment that is derived from the Menards Revenues shall be used to repay the STAR Bonds.

(ii) Commencing on the date of the Initial Issuance and continuing for the entire STAR Bond Collection Period, eighty percent (80%) of the State Increment that is derived from the Menards Revenues shall be pledged to the STAR Bonds. The remaining 20% of the State Increment that is derived from the Menards Revenues shall be retained by the State (the "Menards State Increment").

(e) STAR Bond Escrow Fund; Disbursements. The UG shall collaborate with the State and the Escrow Agent to establish and maintain a separate fund and account which will be described and defined in the Transaction Documents related to the STAR Bonds and which, for purposes of this Agreement, shall be referred to as the "STAR Bond Escrow Fund." All Incremental Taxes collected in the Project Areas 2B, 3 and 5 shall be deposited into the STAR Bond Escrow Fund pursuant to the Tax Distribution Agreement.

(f) Limitations for "Relocating" Auto Dealerships. The parties hereby agree as follows:

(i) The parties recognize and acknowledge certain provisions in the Act governing the "relocation" of certain businesses into STAR bond districts, and the parties specifically agree that none of the STAR Bond Proceeds may be spent in any manner that directly benefits any Auto Dealerships that relocate from elsewhere in the State of Kansas into the District. All State Increment for any such Auto Dealership shall be based only upon State sales taxes derived from taxable sales for such Auto Dealership in excess of the State sales taxes collected by such Auto Dealership from the prior Kansas location during a base year which is twelve (12) months immediately prior to the month in which the Auto Dealership stopped selling automobiles and/or closed in order to relocate, as determined by the State (the "Relocation State Base Year Revenues"). All Local Increment for any such Auto Dealership shall be based only upon local sales and use taxes derived from the taxable sales for such Auto Dealership in excess of the local sales and use taxes collected by such Auto Dealership from the prior Kansas location during a base year which is twelve (12) months immediately prior to the month in which the Auto Dealership stopped selling automobiles and/or closed in order to relocate, as determined by the State (the "Relocation Local Base Year Revenues"). Without limiting the generality of the foregoing, if the relocating Auto Dealership is relocating from within Wyandotte County, the parties understand and agree that (i) the Wyandotte County portion of the Relocation Base Year Sales Taxes from any such relocating Auto Dealership shall be distributed in accordance with the normal County process, but (ii) the City portion of the Relocation Base Year Sales Taxes for any such relocating Auto Dealership shall be distributed proportionately among the cities which are affected by the relocating Auto Dealership.

(ii) Victory Chrysler Dodge Jeep Ram ("Victory") operates a Chrysler Dodge Jeep Ram new car dealership within Project Area 2A (the "Victory Lot"). To make room on the Victory Lot for the high demand for additional Ram truck inventory, Victory intends to move the Jeep portion of Victory's operations to an adjacent lot located in Project Area 2B (the "Jeep Lot"), on which Victory will cause to be constructed a stand-alone Jeep dealership ("Jeep"). The parties hereby agree that until the Series 2015A Bonds are retired, all State

Increment and Local Increment generated by Jeep on the Jeep Lot will be used to pay to the Series 2015A Bonds. Once the Series 2015A Bonds are retired, all State Increment and Local Increment generated by Jeep on the Jeep Lot will be pledged to the STAR Bonds.

(g) Shortfalls in STAR Bond Costs. In the event that the STAR Bond Proceeds for the Homefield Project, or any other Improvements that Developer proceeds to construct, shall be insufficient in any respect to pay all of the STAR Bond Costs, then Developer understands and agrees that it will, from time to time as necessary, pay any and all such STAR Bond Costs with Private Capital.

(h) Excess STAR Bond Proceeds. In the event that the STAR Bond Proceeds allocated by the Total Project Budget for payment of the STAR Bond Costs exceed the STAR Bond Costs, and the Improvements included therein have been certified as fully completed and paid for, free of mechanics liens, such excess STAR Bond Proceeds shall be held and applied pursuant to the STAR Bond Indenture.

(i) Costs Required to be STAR Bond Eligible. Notwithstanding anything in this Agreement to the contrary, in all events when this Agreement shall provide for the payment or reimbursement of any cost with STAR Bond Proceeds, such payment or reimbursement shall be conditioned upon such costs being (i) eligible for payment or reimbursement pursuant to the Act, and (ii) eligible pursuant to the terms of this Agreement and the Transaction Documents.

(j) Compliance with the Act. Developer and the UG agree that they will comply with all reasonable requirements, including any statutory requirements, associated with the issuance, sale, purchase and delivery of the STAR Bonds and shall cooperate with one another to fully effectuate the terms, distributions, or payments as detailed herein, incorporating the Total Project Budget. Developer further understands and agrees that there is a statutory cap on STAR Bond interest rates as set forth in K.S.A. 12-17,167(c), which shall apply to the STAR Bonds.

(k) Discretion of the UG's Commission. Developer understands and agrees that the UG cannot bind future governing bodies regarding the authorization, issuance, sale or delivery of STAR Bonds and nothing contained herein shall in any way bind the UG's Commission to accept or reject any proposal to authorize, issue, sell or deliver the STAR Bonds, which decision shall unconditionally remain within the sole discretion of the Commission. Among other things, Developer understands and agrees that the UG shall have the right to approve the interest rate and the other terms of the STAR Bonds. Without derogating the aforementioned provision, the UG acknowledges performance by Developer under this Agreement is not financially feasible without issuance of the STAR Bonds under the terms of this Agreement and the issuance of STAR Bonds is the foundation for the public-private partnership set forth in this Agreement.

(l) Costs of Issuance; Series 2015B Bonds. The parties agree that the principal amount of the STAR Bonds actually issued will be more than the amounts stated in the Total Project Budget to cover the refunding of the Series 2015B Bonds and other costs and expenses related to the issuance of the STAR Bonds, including but not limited to costs of issuance, capitalized interest, and other reserves.

(m) STAR Bond Payment Applications. The signature of both Developer and the UG shall be required on all pay applications submitted by Developer to the Bond Trustee for any payment from

the STAR Bond Proceeds. All disbursements of STAR Bond Proceeds shall be pursuant to the Transaction Documents.

(n) No Project Area 1, 2A and/or 4 STAR Bond Revenues. The parties understand and agree that no State Increment, Local Increment or STAR Bond Proceeds from Project Areas 1, 2A or 4 shall be available to Developer whatsoever. However, nothing herein shall be deemed to preclude the UG, the State and Developer to mutually agree (in each party's sole discretion) in the future to issue additional STAR Bonds based on new development within Project Areas 1, 2A or 4 after payment in full of the 2015 Bonds; provided however that any such future agreement would need to be separately approved and documented in writing by the UG, the State and Developer.

4.3 STAR Bond Disbursement Conditions and Limitations. In addition to the conditions precedent described below in Section 4.6, for any disbursements from the STAR Bond Proceeds to Developer, the following additional conditions precedent and limitations shall apply:

(a) Initial Issuance Public/Private Ratio. The parties agree that disbursement of any STAR Bonds Proceeds to Developer from the Initial Issuance requires at least a 40/60% public/private ratio of STAR Bonds to Private Capital (as defined in Section 4.3(c) below). Developer shall invest (or cause to be invested) at least \$195,000,000 of Private Capital in the Project (the "Initial Issuance Private Capital") in connection with disbursement of the entire anticipated STAR Bond Proceeds from the Initial Issuance (\$130,000,000). In such case, except as set forth below, the sum of the total Project Costs paid for with STAR Bonds and the total Project Costs paid for with Initial Issuance Private Capital shall be no less than \$325,000,000 (\$130,000,000 of which may be paid for with the STAR Bond Proceeds of the Initial Issuance). However, the parties hereby agree that:

(i) If and to the extent that the public sale of the first series of STAR Bonds in the Initial Issuance yields less than \$130,000,000 of net STAR Bond Proceeds available to Developer (not including the STAR Bond proceeds necessary to repay the Series 2015B Bonds and exclusive of financing costs, issuance-related fees, and applicable reserves), then the Initial Issuance Private Capital required hereunder shall be reduced to an amount equal to 150% of the net STAR Bond Proceeds available to Developer from the Initial Issuance. Additionally, if the Initial Issuance yields less than \$130,000,000 of net STAR Bond Proceeds available to Developer, then the difference between \$130,000,000 and the amount of net STAR Bond Proceeds available to Developer may be issued in one or more subsequent series of STAR Bonds as a part of the Initial Issuance for purposes hereof. For example, if the Initial Issuance yields \$100,000,000 of net STAR Bond Proceeds available to Developer (not including the STAR Bond proceeds necessary to repay the Series 2015B Bonds and exclusive of financing costs, issuance-related fees, and applicable reserves), then Developer shall only be required to demonstrate \$150,000,000 of Initial Issuance Private Capital as a condition to disbursement of such net STAR Bond Proceeds and the UG may thereafter issue Additional Issuance STAR Bonds up to an additional \$30,000,000, subject always to all of the terms and conditions set forth herein; and

(ii) If and to the extent the STAR Bond-eligible Project Costs for the Homefield Project will be less than \$115,000,000, then the parties hereby agree that the STAR Bond Proceeds available to the Developer from the Initial Issuance may be decreased from \$130,000,000 by the amount by which the Homefield Project costs are below \$115,000,000. Further, if and to the extent that Developer cannot demonstrate at least \$195,000,000 of Initial

Issuance Private Capital invested in the Project as described herein, the parties hereby agree that the STAR Bond Proceeds of the Initial Issuance which are available to be disbursed to Developer shall be decreased from \$130,000,000 to such lesser amount that is necessary to yield a public/private ratio of 40/60%. For example, if Developer is only able to demonstrate \$150,000,000 in Initial Issuance Private Capital, then the STAR Bond Proceeds available to be disbursed to Developer will be reduced to \$100,000,000, until such time Developer demonstrates sufficient additional Private Capital.

(iii) Notwithstanding anything set forth in subsections (a)(i) and (ii) above (or in the balance of this Agreement) which is seemingly to the contrary, after STAR Bond Closing Developer shall be irrevocably obligated to continuously construct, complete and open all of the components of the Homefield Project (including without limitation, the Homefield Building, Homefield Outdoor, and Homefield Baseball) and the Themed Hotel; Developer will provide Private Capital, if necessary, to maintain and finance a continuous program of construction for the Homefield Project.

(b) Additional Issuance Public/Private Ratio. The parties agree disbursement of any STAR Bonds Proceeds to Developer from the Additional Issuance(s) requires at least a 30/70% public/private ratio of STAR Bonds to Private Capital – for every \$1.00 of STAR Bonds issued in the Additional Issuance(s), at least \$2.34 of Private Capital must be invested. Additionally, if and to the extent that any of the STAR Bonds in the Additional Issuance(s) are to be used to reimburse Initial Issuance Private Capital, Developer must demonstrate a public/private ratio of at least 1 to 3.50 for that portion of the STAR Bonds. The Private Capital required by the first and second sentences of this subsection (b) shall be referred to as the "Additional Issuance Private Capital." For example, if the Additional Issuance(s) will yield the maximum \$20,000,000 of STAR Bond Proceeds, and none of the STAR Bond Proceeds from the Additional Issuance(s) are used to reimburse Initial Issuance Private Capital, then Developer must demonstrate no less than \$46,800,000 of Additional Issuance Private Capital (\$20,000,000 at 1:2.34 = \$46,800,000). However, if the Additional Issuance(s) will yield the maximum \$20,000,000 of net STAR Bond Proceeds, and \$5,000,000 of the STAR Bond Proceeds from the Additional Issuance(s) are used to reimburse Initial Issuance Private Capital, then Developer must demonstrate no less than \$52,600,000 of Additional Issuance Private Capital (\$15,000,000 at 1:2.34 = \$35,100,000 PLUS \$5,000,000 at 1:3.50 = \$17,500,000). Further, the parties hereby agree as follows:

(i) If and to the extent that any sale or series of STAR Bonds in the Additional Issuance(s) yields less than \$20,000,000 of net STAR Bond Proceeds available to Developer, then the Additional Issuance Private Capital required hereunder shall be reduced to an amount equal to 234% of the net STAR Bond Proceeds available to Developer from the Additional Issuance. For example, if a public sale of STAR Bonds in the Additional Issuance(s) yields \$15,000,000 of net STAR Bond Proceeds available to Developer, then Developer shall only be required to demonstrate \$35,100,000 of Additional Issuance Private Capital as a condition for disbursement from the net STAR Bond Proceeds from such Additional Issuance; and

(ii) If and to the extent that Developer cannot demonstrate at least \$46,800,000 of Additional Issuance Private Capital as described herein, the parties hereby agree that the STAR Bond Proceeds of the Additional Issuance(s) which are available to be disbursed to Developer may be decreased from \$20,000,000 to such lesser amount that is necessary to yield a public/private ratio of 30/70%. For example, if Developer is only able to demonstrate

\$40,000,000 in Additional Issuance Private Capital, then the STAR Bond Proceeds available to be disbursed to Developer will be reduced to \$17,094,000, until such time Developer demonstrates sufficient additional Private Capital.

(iii) Nothing set forth in this Section 4.3(b) shall be deemed to mean that the Additional Issuance(s) will be limited to only one issuance. If the Additional Issuance(s) does not yield STAR Bond Proceeds in an amount which, when added to the STAR Bond Proceeds from the Initial Issuance, equal \$150,000,000, additional issuances shall be allowed, subject always to the terms and conditions described in this Agreement. Additionally, the examples set forth in subsections (b)(i) and (ii) assume that none of the STAR Bond Proceeds from the Additional Issuance(s) are used to reimburse Initial Issuance Private Capital; if and to the extent that Additional Issuance(s) STAR Bond Proceeds are to be used to reimburse Initial Issuance Private Capital, adjustments to the examples would be made using a public/private ratio of 1 to 3.50 for that portion of the STAR Bonds as described above.

(c) Private Capital Requirements. The private debt and equity funding necessary to construct the Project (the "Private Capital") shall be the sole responsibility of Developer and its tenants and transferees, and not the UG. Private Capital shall not include any funds which are paid for or reimbursed with STAR Bonds, CID Financing or other public incentive vehicles, grants or other programs whether the same are provided by the UG, the State or the federal government or their respective agencies. Developer shall be solely responsible for securing the Private Capital necessary for the Homefield Project and any other Improvements constructed by or through Developer.

(i) Obligation to Provide Private Capital. In the event that the Public Financing contemplated by the Total Project Budget for payment of the Project Costs associated with the Homefield Project or any other Improvements that Developer proceeds to construct, are in any way insufficient in any respect to pay all such Project Costs, then Developer agrees that it will, from time to time as necessary, pay any and all of such shortfall and complete such Improvements, lien free. Notwithstanding anything set forth in this Section (or in the balance of this Agreement) which is seemingly to the contrary, after the STAR Bond Closing, Developer shall be irrevocably obligated to continuously construct, complete and open all of the components of the Homefield Project (including without limitation, the Homefield Building, Homefield Outdoor and Homefield Baseball) and the Themed Hotel; Developer will provide any and all Private Capital, if necessary, to maintain and finance a continuous program of construction for the Homefield Project.

(ii) Qualified Private Capital. The following expenditures that meet the definition of "Private Capital" shall be qualified and included as "Private Capital" hereunder:

- (1) Hard construction costs of the Improvements that constitute the Project;
- (2) Up to \$3,800,000 of Homefield Project soft costs that are not considered "project costs" under the Act;
- (3) Privately-funded soft costs incurred before and after the New Effective Date related to other (non-Homefield Project) components of the Project;
- (4) Subject to the limitations set forth in the next sentence, an amount equal to \$33,000,000 for infrastructure that was originally developed, constructed and

funded by SVV, but which was not previously reimbursed with STAR Bonds and is to be re-utilized by Developer for the Project (the "SVV Infrastructure"). The parties agree that Developer may count the first \$16,500,000 of SVV Infrastructure as Private Capital only if and when it has demonstrated the actual expenditure (without respect to any Private Capital Credit provided pursuant to subsection (iii) below) of at least \$35,000,000 of Initial Issuance Private Capital from other sources, and thereafter, the remaining \$16,500,000 of SVV Infrastructure may only be considered Private Capital for purposes of the last dollars of Initial Issuance Private Capital (i.e., to demonstrate the Initial Issuance Private Capital dollars from \$178,500,000 to \$195,000,000);

(5) Other than the SVV Infrastructure, the parties understand and agree that costs and expenses related to portions of the Project that have been constructed prior to the New Effective Date shall not be included in Private Capital. Furthermore, any land acquisition costs shall not be included in Private Capital; and

(6) For purposes of Developer's credit for Additional Issuance Private Capital credit, demolition shall not be included.

(iii) Initial Issuance Private Capital Credits. For purposes of meeting the Initial Issuance Private Capital requirements of Section 4.3(a) and the 50/50 Limitation requirements of Section 4.6(c), the Developer shall receive the following "Private Capital Credit" prior to making actual expenditures, and such Private Capital Credit shall constitute an investment of Initial Issuance Private Capital for purposes of disbursing Initial Issuance STAR Bond Proceeds:

(1) For the first Auto Dealership located in Project Area 2B and Camping World, upon commencement of vertical construction the parties agree that Developer will receive Private Capital Credit in an amount equal to 80% of the total cost of such facility as shown in a detailed construction budget, including detailed line items specifying the hard construction costs and soft cost budget for the portion of the Project. Such Private Capital Credit shall only constitute an investment of Private Capital for purposes of disbursing STAR Bond Proceeds upon commencement of vertical construction of such portion of the Project, and the balance of such Private Capital Credit shall be available if, when and only to the extent that Developer provides evidence of actual expenditure of First Issuance Private Capital for more than the amount of Private Capital Credit provided pursuant to the prior sentence, with such actual expenditures submitted to and approved by the UG as set forth in Section 4.7(c) below.

(2) For the Milhaus Apartments and any other portions of the Project for which Developer requests Private Capital Credit, upon commencement of vertical construction the parties agree that Developer will receive Private Capital Credit in an amount equal to 60% of the total cost of such facility as shown in a detailed construction budget, including detailed line items specifying the hard construction costs and soft cost budget for the portion of the Project. Such Private Capital Credit shall only constitute an investment of First Issuance Private Capital for purposes of disbursing STAR Bond Proceeds upon commencement of vertical construction of such portion of the Project, and the balance of such Private Capital Credit shall be available

if, when and only to the extent that Developer provides evidence of actual expenditure of First Issuance Private Capital for more than the amount of Private Capital Credit provided pursuant to the prior sentence, with such actual expenditures submitted to and approved by the UG as set forth in Section 4.7(c) below.

(iv) Certificates of Expenditure for Private Capital and Private Capital Credits.

(1) In order to establish the actual expenditure of any Private Capital as provided in this Section 4.3(c), the Developer shall submit to the UG a Certificate of Expenditure requesting credit for Private Capital, as specified in Section 4.7.

(2) In order to obtain any Private Capital Credit as provided in subparagraph (iii) of this Section 4.3(c), the Developer shall submit to the UG a written request for Private Capital Credit, which shall contain (w) a detailed construction budget, including detailed line items specifying the hard construction costs and soft cost budget for the portion of the Project to be used to demonstrate such portion of the First Issuance Private Capital; (x) building permits associated therewith; (y) a contract with Developer with requirements to commence and complete such portion of the Project on a defined schedule (provided however that a completion date shall not be required for the Milhaus Apartments); and (z) evidence that vertical construction of such portion of the Project has commenced. Such written requests shall be submitted and reviewed by the UG in the manner specified in Section 4.7.

(v) Confirmation of Initial Issuance Private Capital Credits; Implications of Shortfalls. Within ninety (90) days following the receipt of a permanent certificate of occupancy for any portion of the Project for which Developer received Private Capital Credit pursuant to Section 4.3(c)(iii) above, Developer shall prove-up the amount of Initial Issuance Private Capital actually expended in connection with such portion of the Project (the “Initial Issuance Private Expenditure”) by presenting bills, contracts, invoices, lien waivers and such other evidence as the UG may reasonably require to document appropriate payment. The UG shall have ninety (90) days after receipt of such documentation to review and respond by written notice to Developer whether the private expenditure meets or exceeds the amount of Initial Issuance Private Capital that Developer received credit for under Section 4.3(c)(iii). If and to the extent the private expenditure is less than the amount of Private Capital Credit that Developer received pursuant to Section 4.3(c)(iii) (a “Initial Issuance Private Capital Shortfall”), such Initial Issuance Private Capital Shortfall shall thereafter be deemed not to be Private Capital. If Initial Issuance STAR Bond Proceeds remain, any remaining Initial Issuance Private Capital credit previously given pursuant to Section 4.3(c)(iii) shall immediately be reduced by the amount of the Initial Issuance Private Capital Shortfall. If Initial Issuance STAR Bond Proceeds have been fully expended in reliance on Initial Issuance private expenditures including the Initial Issuance Private Capital Shortfall, then the amount of such shortfall must be replaced with an equivalent amount of other Private Capital (or such other amount necessary to achieve the Initial Issuance Private Capital requirement) and evidenced in a Certificate of Expenditure under Section 4.7 hereof prior to the issuance of any Additional STAR Bonds. The parties further agree that:

(1) If Developer has not replaced the Initial Issuance Private Capital Shortfall as described above, and no Additional Issuance has yet occurred,

within eighteen (18) months following the UG's written determination of the existence of such Initial Issuance Private Capital Shortfall, then Developer shall be required to pay the amount of the Initial Issuance Private Capital Shortfall to the UG; and the UG hereby agrees that upon receipt of any such Initial Issuance Private Capital Shortfall payment, the UG shall use such moneys to redeem or pay the principal of and/or interest on Initial issuance STAR Bonds. Notwithstanding the foregoing, if Developer has not replaced the Initial Issuance Private Capital Shortfall within eighteen (18) months as described above, Developer will not be required to pay the UG such Initial Issuance Private Capital Shortfall payment as long as (x) Developer has shared with representatives of the UG a fully-executed contract for a project that will replace such Initial Issuance Private Capital and has properly submitted (or caused to be submitted) planning applications for such project within the eighteen (18) month period, and (y) Developer causes such project to be diligently pursued to completion, and (z) the Initial Issuance Private Capital Shortfall has, in any event, been fully replaced within twenty four (24) months following the UG's written determination of the existence of such Initial Issuance Private Capital Shortfall.

(2) If and to the extent the Initial Issuance private expenditure is greater than the amount of Initial Issuance Private Capital that Developer received credit for pursuant to Section 4.3(c)(iii), such excess Initial issuance private expenditure shall be utilized for purposes of evidencing either additional Initial Issuance Private Capital or Additional Issuance Private Capital.

(3) If any portion of the Project that Developer received Private Capital Credit for pursuant to Section 4.3(c)(iii) above is abandoned and/or the developer of such portion ceases construction activity for a period of more than one (1) year, then all of the Private Capital Credit that Developer received for such portion of the Project pursuant to Section 4.3(c)(iii) above shall be revoked and such amount shall be deemed to be an Initial Issuance Private Capital Shortfall hereunder and subject to all of the terms and conditions described above.

(d) Initial Issuance Disbursement Conditions. For disbursements from the STAR Bond Proceeds of the Initial Issuance, the following additional conditions precedent shall apply:

(i) Developer shall have obtained all Development Plan approvals required by Applicable Laws and Requirements for the Homefield Building and Homefield Baseball;

(ii) Developer shall have closed on the UG Property;

(iii) Developer shall update the budget previously provided pursuant to Section 3.1(b) to demonstrate, to the reasonable satisfaction of the UG's representatives, that Developer has, in addition to the STAR Bond Proceeds from the Initial Issuance, equity or other private financing to fund the difference, if any, between the STAR Bond Proceeds and the anticipated cost of the Homefield Project. Without limiting the generality of the foregoing, Developer is specifically required to provide a detailed cashflow analysis demonstrating that in light of all requirements in this Agreement and the STAR Bond Indenture related to disbursement of STAR Bond Proceeds from the Initial Issuance, including, without limitation, Sections 4.3(a) [Public/Private Ratio], 4.3(c) [Private Capital Requirements]; and 4.3(d)(viii) [STAR Bond Indenture Escrow] of this Agreement, Developer will have access to Private Capital and STAR

Bond Proceeds, when needed, to maintain a continuous program of construction for the Homefield Project. If such cashflow analysis does not demonstrate Developer's access to Private Capital and STAR Bond Proceeds, when needed, to maintain a continuous program of construction of the Homefield Project, the UG may require Developer to evidence availability of additional Private Capital to meet any such funding gaps and to allow such continuous program of construction. In addition, if the Initial Issuance of STAR Bonds does not yield enough STAR Bond Proceeds to pay for all of the costs of the Homefield Project, the UG may require Developer to evidence availability of additional Private Capital to pay for any Homefield Project costs not covered by the STAR Bond Proceeds.

(iv) Developer shall obtain, and allow confidential review by the UG of, one or more guaranteed maximum price design-build construction contracts (each, a "GMP") for the Homefield Building and Homefield Baseball with contractor(s) with sufficient financial strength, reputation and experience to complete such work in accordance with the agreed-upon construction and completion schedule set forth herein, as reasonably determined by the UG; provided however, that no STAR Bond Proceeds of the Initial Issuance shall be used to pay for Homefield Outdoor costs until Developer shall obtain, and allow confidential review and reasonable approval by the UG, a GMP for Homefield Outdoor with a contractor with sufficient financial strength, reputation and experience to complete such work in accordance with the agreed-upon construction and completion schedule set forth herein;

(v) The 50/50 Limitation required pursuant to Section 4.6(c) has been satisfied; and

(vi) Developer shall provide Certificates of Expenditure (or other deliverables as described in Section 4.3(c)(iv) above) which evidence \$1.50 of Initial Issuance Private Capital for each \$1.00 of STAR Bond Proceeds that is to be disbursed to Developer pursuant to Section 4.3(a) above, all to the satisfaction of the UG;

(vii) Intentionally Omitted;

(viii) If and to the extent that STAR Bond Proceeds are escrowed at the STAR Bond Closing pursuant to the STAR Bond Indenture for any retailers who are not yet fully constructed, open and operating, the parties hereby agree that any such escrowed STAR Bond Proceeds may only be disbursed to Developer after the subject retailer(s) have completed construction, opened and are operating for business and any other requirements set forth in the STAR Bond Indenture are satisfied;

(ix) Developer shall have used commercially reasonable efforts to negotiate and execute a written agreement with each of the following school districts: USD 202, USD 203, USD 204 and USD 500 that would allow the Homefield Project to be used by the students of such school districts a certain number of days per year for trainings and events, at reasonable off-peak times, at no admission cost to the schools or students (but the schools/students may be responsible for any actual out-of-pocket expenses, utilities, etc.), and such use shall be subject to all normal operating rules and procedures at all times; and

(x) Developer shall have provided the Design Criteria to be attached as **Exhibit 14** and the Landscape Plan to be attached as **Exhibit 15**.

(e) Additional Issuance Disbursement Conditions. For disbursements from the STAR Bond Proceeds of the Additional Issuance(s), the following additional conditions precedent shall apply:

(i) All Development Plan approvals required by Applicable Laws and Requirements shall have been obtained for the Project components that are expected to generate Incremental Taxes to support the STAR Bonds, as described in the feasibility study referenced in Section 3.3(c);

(ii) Vertical construction shall have commenced on the Project components that are expected to generate Incremental Taxes to support the STAR Bonds, as described in the feasibility study referenced in Section 3.3(c);

(iii) The 50/50 Limitation required pursuant to Section 4.6(c) has been satisfied;

(iv) Developer has paid or otherwise cured any Initial Issuance Private Capital Shortfall as described in Section 4.3(c)(v);

(v) If and to the extent that STAR Bond Proceeds are escrowed at the closing of the Additional Issuance(s) for any retailers who are not yet fully constructed, open and operating, the parties hereby agree that any such escrowed STAR Bond Proceeds may only be disbursed to Developer after the subject retailer(s) have completed construction, opened and are operating for business;

(vi) Developer's land acquisition costs within the District may be reimbursed to Developer only after (x) all of the components of the Homefield Project (including without limitation, Homefield Building, Homefield Outdoor and Homefield Baseball) are completed and opened, and (y) all other STAR Bond-eligible Project Costs for the Homefield Project have been reimbursed to Developer; and

(vii) Developer shall provide Certificates of Expenditure which evidence the expenditure of \$2.34 of Additional Issuance Private Capital for each \$1.00 of STAR Bond Proceeds that is to be disbursed to Developer (except that if any of the STAR Bonds in the Additional Issuance(s) are to be used to reimburse Initial Issuance Private Capital, this requirement shall be \$3.50 of Additional Issuance Private Capital for each \$1.00 of STAR Bond Proceeds) pursuant to Section 4.3(b) above, all to the satisfaction of the UG.

4.4 Issuance of Obligations. It is anticipated that the Initial Issuance may be issued in the first quarter of 2022 and that the UG, in its sole discretion, may authorize the Additional Issuance(s) in the future, in accordance with Applicable Laws and Requirements, including without limitation, the Act. The terms and conditions of this Section 4.4 shall govern and control the issuance of the STAR Bonds.

(a) Terms and Interest Rate. Any STAR Bonds shall be issued in an amount, on terms and at an interest rate(s) determined by market conditions at the time of issuance and under terms and conditions deemed acceptable by the UG in its sole discretion, and approved by the Secretary of Commerce. The UG shall solicit input from Developer as it relates to all components of the issuance of STAR Bonds in an effort to maximize the size of the issuance, but the UG shall have the sole right, power and authority to determine the amount, terms, interest rate or rates and other terms and

conditions of the STAR Bonds, subject to the approval of the Secretary of Commerce. The interest rate on the STAR Bonds is subject to a statutory cap as described in Section 4.2(j) above.

(b) Underwriters. The underwriter(s) for any public offering of STAR Bonds shall be selected by the UG.

(c) No UG Guaranty or Credit Enhancement. The UG shall not be required, in any way, to guaranty or lend its credit to secure the STAR Bonds.

(d) Conditions. In addition to the conditions described in Sections 3.1 and 3.3, issuance of any STAR Bonds pursuant to this Agreement shall be conditioned upon Developer complying with the terms of this Agreement and the following conditions:

(i) Prior to any public offering of any STAR Bonds pursuant to this Agreement, the UG, in consultation with the Developer and the underwriter of such STAR Bonds, shall obtain a study from an independent third party consultant that the development of the Project (or the particular component thereof) will generate revenue sufficient to pay debt service on the STAR Bonds amortized through the Term with a coverage factor that the UG, with consultation from the underwriter, determines is necessary, and that is agreed to by the Developer; which coverage factor shall not be less than as set forth in Sections 3.1(e) and 3.3(c) above.

(ii) The terms of the STAR Bonds, including but not limited to limitations on sales and transfers to sophisticated investors only, shall be acceptable to the UG in its sole discretion.

(iii) Any underwriter of publicly offered STAR Bonds shall hold the STAR Bonds in its own account or be responsible for marketing and selling the STAR Bonds, and the UG shall be under no obligation to issue STAR Bonds if such STAR Bonds are not marketable after reasonable efforts by such underwriter.

(iv) The Kansas Attorney General approves the transcript of proceedings relating to the STAR Bonds as required by Applicable Laws and Requirements.

(v) Bond counsel selected by the UG provides to the UG an opinion to the effect that the STAR Bonds have been validly issued under State law and, if applicable, the interest on the STAR Bonds is exempt from State and federal income taxation, subject to the standard exceptions.

(e) Statutory Bond Requirements. Developer and the UG agree that they will comply with all reasonable requirements, including any statutory requirements, associated with the issuance, sale, purchase and delivery of any STAR Bonds. Without limiting the generality of the foregoing, the parties hereby recognize and agree that K.S.A. 12-17,176 of the Act requires an annual audit by a certified public accountant of the use of the STAR Bond Proceeds by the UG. Developer agrees that it shall cooperate with each such audit and Developer shall reimburse the UG for all of the costs and expenses associated with such audits.

(f) Discretion of the UG's Commission. Further, Developer understands and agrees that the UG cannot bind future governing bodies of the UG regarding the authorization, issuance, sale or

delivery of STAR Bonds and that nothing contained herein shall in any way bind the Commission of the UG to accept or reject any proposal to authorize, issue, sell or deliver the STAR Bonds, which decision shall unconditionally remain within the sole discretion of such Commission. Among other things, Developer hereby understands and agrees that the UG shall have the right to approve the interest rate and the other terms of the STAR Bonds. Without derogating the aforementioned provision, the UG acknowledges performance by Developer under this Agreement is not financially feasible without issuance of STAR Bonds under the terms of this Agreement and that the issuance of STAR Bonds is the foundation for the public-private partnership set forth in this Agreement.

(g) Intentionally Omitted.

(h) Kansas Employment Priority. Developer hereby understands and agrees that Kansas resident employees shall be given priority consideration for employment on the Project as required by K.S.A. 12-17,166(m) of the STAR Bond Act.

4.5 Community Improvement District. It is contemplated by the parties that portions of the Project may be funded in part by one or more community improvement districts (each, a "CID" and collectively, "CIDs") established pursuant to K.S.A. 12-6a26 *et seq.* (the "CID Act") within the District, each with a CID sales tax ("CID Sales Tax"). The UG previously approved and created a CID in the District which was requested by SVV, the boundaries of which generally encompassed Project Area 1 (the "Waterpark CID"), and the UG Commission approved the levy of a 2% CID Sales Tax which was imposed on July 1, 2013 and was scheduled to end on June 30, 2035; however, this Waterpark CID was terminated by the UG by approval of Ordinance No. O-117-20 on December 17, 2020. Developer also acknowledges and consented to a 1.5% CID for the Fairfield Inn limited service hotel which was approved and created by the UG within the District by approval of Ordinance No. O-143-21 on October 28, 2021 (the "Fairfield Inn CID"). Developer acknowledges and agrees that Developer has no right to, or interest in, the Waterpark CID or the Fairfield Inn CID whatsoever, nor shall Developer have rights or access to any CID Proceeds generated by the Waterpark CID or Fairfield Inn CID. However, given the importance of potential additional CIDs to the Public Financing for the Project, the UG will also agree to consider creating one or more additional CIDs for Project Area 1 and/or other portions of the District in the future, subject to the UG Commission's sole and absolute discretion at the time of any such request. Developer understands and agrees that the UG cannot bind governing bodies of the UG regarding the approval of future CIDs and nothing contained herein shall in any way bind the Commission of the UG to approve future CIDs, which decisions shall unconditionally remain within the sole discretion of such Commission. As and when any CID is brought to the UG Commission for approval, the UG and Developer will have identified certain specific Project Costs which may be paid with CID Revenues if and to the extent that such Project Costs are: (i) agreed upon by the parties and identified on the Total Project Budget (as the same may be amended by the parties from time to time), and (ii) eligible for payment or reimbursement pursuant to the CID Act (the "CID Project Costs"), which CID Project Costs will be reimbursable from the revenues of the CID Sales Tax less the CID Administrative Fee (as defined in this Section 4.5(f) below) (the "CID Proceeds"). Further, in connection with any future CID, the parties hereby agree as follows:

(a) CID Fund. All CID Sales Tax generated and collected within a CID shall be deposited into a CID Fund for that particular CID, which shall be established and administered by the UG in compliance with the laws of the State and the provisions contained in this Agreement.

(b) Pay-As-You-Go Basis. The parties agree that any CID Proceeds shall be disbursed by the UG to Developer on a pay-as-you-go basis ("Pay-Go CID Financing"), but not more often than quarterly to reimburse Developer for CID Project Costs, to the extent that (i) there are CID Proceeds in the CID Fund; (ii) Developer has fully satisfied the applicable conditions precedent set forth in Section 4.6 below; and (iii) the CID collection period has not yet expired.

(c) No CID Bonds. Developer understands and agrees that all reimbursements of CID Proceeds to Developer shall be in the form of Pay-Go CID Financing, unless otherwise specifically agreed to by the parties in writing in their respective sole discretion. Nothing in this Agreement shall in any way obligate the UG to issue bonds or other obligations to reimburse Developer for CID Project Costs or any other Project Costs.

(d) Amendments to this Agreement for Each CID. The parties understand and agree that any CID approved by the UG in the future will require an amendment to this Agreement to provide the parties' specific agreements and conditions regarding, among other things, specific CID Project Costs (as described above), a cap on CID Proceeds that Developer may receive and a public/private ratio for Pay-Go CID Financing.

(e) Conditions for Reimbursement. Developer shall not receive any reimbursements for CID Project Costs from Pay-Go CID Financing unless and until the conditions precedent set forth in Section 4.6 have been fully satisfied or waived by the UG, the determination of which shall be at the sole and reasonable discretion of the UG.

(f) CID Administrative Fee. The parties agree that the UG shall receive a fee of 1% of the revenues of the CID Sales Tax for the administration and supervision of the CID (the "CID Administrative Fee").

(g) Request for CID Bonds for Themed Hotel. Notwithstanding anything to the contrary in this Section or the balance of this Agreement, Developer has indicated that it may desire to request the UG's approval of a CID (pursuant always to the requirements of the CID Act) which would encompass only the Themed Hotel property, with a 2% CID Sales Tax, a mutually-agreed upon CID cap on net bond proceeds (after funding all reserves and other costs of issuance) from CID Bonds to be issued and publicly sold (the "Themed Hotel CID") and the proceeds from a Themed Hotel CID to pay only for hard construction costs of the Themed Hotel. Developer understands and agrees that the UG has not at this time agreed to the Themed Hotel CID and that the UG cannot bind future governing bodies of the UG regarding the approval of the Themed Hotel CID or any other future CIDs and nothing contained herein shall in any way bind the Commission of the UG to approve the Themed Hotel CID or other future CIDs, which decisions shall unconditionally remain within the sole discretion of such UG's Commission as and when the same are properly presented to the UG's Commission.

4.6 Conditions Precedent to Disbursements from Public Financing. In addition to other conditions set forth in this Agreement, Developer hereby understands and agrees that the UG will hold and not disburse to Developer any STAR Bond Proceeds or CID Proceeds to pay for STAR Bond Costs or CID Project Costs, respectively, unless and until the conditions precedent set forth below have been fully satisfied as determined by the UG in its sole reasonable discretion:

(a) The UG has approved Certificate(s) of Expenditures for such STAR Bond Costs and/or CID Project Costs;

(b) Developer shall be in full compliance with the terms and conditions of this Agreement and shall not be in default hereunder, nor shall there be conditions, actions or omissions of Developer which will, with the passage of time, become occurrences of default hereunder; and

(c) Developer hereby understands and agrees that, in accordance with K.S.A. 12-17,164(b), in no event shall STAR Bond Proceeds be disbursed to Developer in an amount greater than 50% of the Total Project Costs. Developer and the UG hereby agree that the STAR Bond Proceeds available for disbursement to Developer to pay for Project Costs at any given time shall be limited to an amount which is equal to the amount of Total Project Costs for which Developer has received Private Capital credit in accordance with Section 4.3(c)(iii) above, excluding the costs for land and excluding Developer's legal fees related to the Homefield Project and any Homefield Project soft costs that are not considered "project costs" under the Act which exceed \$3,800,000. In other words, the Total Project Costs are to be paid on a 50/50 basis between Private Capital and the available STAR Bond Proceeds, and there shall not at any time during the Term be more Total Project Costs paid with STAR Bond Proceeds than the amount of Total Project Costs that Developer has received Private Capital credit in accordance with Section 4.3(c)(iii) of this Agreement (the "50/50 Limitation"). By way of illustrative example of the 50/50 Limitation, if at a given point in time, Developer has received Private Capital credit to date of \$200, then Developer's maximum disbursement from STAR Bond Proceeds may not exceed \$100. However, the parties further understand and agree that if at a given point in time, Developer has incurred (or caused to be incurred) \$225 of Project Costs, of which \$100 satisfies the conditions in Section 4.3(c)(iii), then (i) at that particular time, no more than \$100 of STAR Bond Proceeds may be disbursed to Developer to pay for Project Costs, but (ii) if Developer later satisfies the conditions in Section 4.3(c)(iv) for an additional \$25 of Project Costs, then \$25 of additional STAR Bond Proceeds may be disbursed to Developer to pay for the remaining \$25 of Project Costs. Credit for Private Capital for purposes of the 50/50 Limitation shall be evidenced to the UG as set forth in Section 4.3(c).

(d) For reimbursements from any Pay-Go CID Financing, the Improvements associated with the CID Project Costs sought to be reimbursed shall have been Substantially Completed first.

4.7 Certificates of Expenditure for Reimbursement from STAR Bond Proceeds and CID Proceeds. The parties hereby agree as follows:

(a) Certificate of Expenditure. In order to receive disbursement of STAR Bond Proceeds or Pay-Go CID Financing to pay for (or reimburse) Project Costs, Developer shall submit a certificate of expenditure in the form attached hereto as **Exhibit 13** (each, a "Certificate of Expenditure") attesting that the Project Costs have been incurred (or will be, upon disbursement of the STAR Bond Proceeds) in accordance with the procedure set forth below. Developer may submit a separate Certificate of Expenditure each month, but no more than one time per month, for each of the STAR Bond Project Fund and CID Fund. Additionally, Developer shall require that no transferee, purchaser, or lessee of any portion of the Site otherwise provide Certificate(s) of Expenditure to the UG, except through Developer or except as otherwise approved by the UG and Developer.

(b) Procedures for Certification of Expenditures. The UG or a representative of the UG shall review the Certificate(s) of Expenditure to be made in connection with the Project Costs for approval or denial of the same as follows:

(i) Developer shall submit to the UG a Certificate of Expenditure setting forth the amount for which certification is sought and identification of the relevant Project Costs and the

appropriate source of Public Financing (STAR Bond Project Fund or CID Fund) for payment of such Project Costs. Developer shall certify to the UG that it shall only use the STAR Bond Proceeds and/or the CID Proceeds for the designated Project Costs described in the Certificate of Expenditure and that such proceeds shall not be commingled with other sources or uses. Developer shall further certify to the UG that it will only use: (i) the STAR Bond Proceeds for STAR Bond Costs, and (ii) the CID Proceeds for CID Project Costs.

(ii) The Certificate of Expenditure shall be accompanied by an accounting of the Private Capital expended to date or otherwise evidenced in satisfaction of Section 4.3(d) or 4.3(e) (as applicable), along with supporting documentation therefor, and the amount of all STAR Bond Proceeds and CID Proceeds received by Developer to date.

(iii) The Certificate of Expenditure shall be accompanied by bills, contracts, invoices, lien waivers and such other evidence as the UG may require to document appropriate payment or pending payment.

(iv) The Certificate of Expenditure shall be accompanied by a report regarding any LBE/MBE/WBE participation associated with the Project Costs requested for payment or reimbursement in the Certificate of Expenditure.

(v) The UG reserves the right to have its engineer or other agents, consultants or employees inspect all the items set forth in subsection (ii) above as reasonably necessary to determine that the expenses therein are valid, eligible and properly incurred (or pending payment) and constitute STAR Bond Costs and/or CID Project Costs.

(vi) The UG shall have sixty (60) calendar days after receipt of any Certificate of Expenditure from the Developer (except for the portion of any Certificate of Expenditure that includes the last 4% of the STAR Bond Proceeds from any series of STAR Bonds, which the UG shall review and respond to following the UG's verification of compliance with LBE/MBE/WBE participation as described in Section 8.2 below and **Exhibit 17** attached hereto) to review and respond by written notice to Developer. If the UG disapproves of the Certificate of Expenditure, the UG shall notify the Developer in writing of the reason for such disapproval within such 60-day period, in which event the Developer shall have the right to revise and re-submit the Certificate of Expenditure to address the UG's reason for disapproval, and the UG will review and approve the revised Certificate of Expenditure within 30 calendar days after receipt of the re-submitted Certificate of Expenditure. Approval of any Certificate of Expenditure will not be unreasonably withheld, conditioned, or delayed.

4.8 **Reimbursement Priority.** All payments or reimbursements of whatever kind from the UG to Developer under this Agreement shall be made in the following priority:

(a) First, to the UG, to the extent permitted by Applicable Laws and Requirements, as payments by Developer for any amounts due and owing to the UG; provided, however, that the UG shall first provide Developer with advance written notice specifying the amount(s) in question, and afford Developer a period of ten (10) days following its receipt of such notice in which to pay such amount(s) from Private Capital, including, without limitation: (i) all amounts delinquent due or owing, including all taxes, fees, or fines and including any interest and penalty thereon, by Developer to the UG under this Agreement, under any other agreement between Developer and the UG, or under any Applicable Laws and Requirements;

(ii) all actual out of pocket costs incurred (and any interest or penalty thereon) by the UG in entering into, operating under, or enforcing this Agreement, including reasonable attorneys' fees, and all costs of pursuit of Developer (or any Affiliate); (iii) indemnification of the UG for any indemnity obligation owed by Developer (or any Affiliate) to the UG, and any interest or penalty thereon; and (iv) any reimbursement due to the UG on account of any prior overpayment or over-reimbursement to Developer under this Agreement, under any other agreement between Developer and the UG, or under any Applicable Laws and Requirements; and

(b) Second, to Developer for actual amounts to which Developer is entitled by the other provisions of this Agreement.

4.9 Third Party Oversight/Management. The parties hereby understand and agree that the process to approve Certificates of Expenditure and properly disburse the STAR Bond Proceeds and CID Proceeds is important to the State, the UG and the Developer for various reasons. Accordingly, the parties hereby understand and agree that the UG may retain outside third party representatives to manage and/or provide oversight to this process, with the prior written approval of Developer, which approval shall not be unreasonably withheld, conditioned or delayed, following Developer's receipt of a cost proposal from such outside third party representatives. The parties acknowledge and agree that Developer has reviewed a cost proposal and approved Baker Tilly pursuant to the foregoing. Developer hereby agrees to fully cooperate with any such third party representatives in this process and to pay the UG's costs for retaining such third parties and/or the UG's internal costs for any such review. Any such costs paid by Developer shall be reimbursable with STAR Bond Proceeds and/or CID Project Proceeds, to the extent permissible under the Act and CID Act, respectively.

4.10 Line Items. The parties hereby agree that any increase in line item amounts in the columns labeled "STAR Bonds" or "CID" in the Total Project Budget as set forth on **Exhibit 12** may be made by Developer as long as (a) no such increase represents more than a 10% change per line item, and (b) Developer provides Wyandotte County Administrator's office with prior written notice of such change. No increase will be effective without such notice to Wyandotte County Administrator's office and a modified Total Project Budget reflecting such change. Additionally, in the event the Developer wants to increase one or more such line items in the Total Project Budget in excess of 10% per line item, then any such modifications may be requested by Developer in writing and must be approved by Wyandotte County Administrator's office. However, no such changes, whether increases or decreases, shall be permitted within (i) the "Land Acquisition" on the Total Project Budget, and (ii) no changes in excess of 15% per line item may be approved without formal approval from the UG's Commission.

4.11 Payment of Private Project Costs.

(a) The Private Capital necessary to construct the Project shall be the responsibility of Developer and its tenants and transferees, and not the UG. Private Capital shall not include any funds which are paid for or reimbursed with STAR Bonds, Pay-Go CID Financing or other public incentive vehicles, grants or other programs whether the same are provided by the UG, the State or the federal government or their respective agencies. Developer shall be solely responsible for securing the Private Capital necessary for Improvements constructed by Developer.

(b) In the event that the Public Financing contemplated by the Total Project Budget for payment of the Project Costs associated with the Homefield Project or any other Improvements that

Developer proceeds to construct, are in any way insufficient in any respect to pay all such Project Costs, then Developer agrees that it will, from time to time as necessary, pay any and all of such shortfall and complete such Improvements, lien free.

4.12 Industrial Revenue Bonds. Subject to all Applicable Laws and Requirements and subject further to compliance by Developer with the UG policy for the issuance of industrial revenue bonds ("IRBs") and subject to specific subsequent approval of the UG's Commission authorizing the issuance of IRBs, the parties hereby agree that the Developer and its Affiliates may use IRB financing as follows:

(a) Sales Tax Exemption. To obtain an exemption on Kansas sales and use taxes for construction materials, equipment and furnishing for the Homefield Project and the Milhaus Apartments. The parties understand and specifically agree that such IRB financing shall not be used for abatement of ad valorem taxes, unless and except for the particular circumstances set forth below and subject to a vote of the UG's Commission in its sole discretion. Further, Developer understands and agrees that any IRBs for a particular project shall be redeemed and paid in full within twelve (12) months of the completion of such project's construction.

(b) Property Tax Certainty. Notwithstanding anything set forth herein which is seemingly to the contrary, the UG and Developer agree that the parties may in the future, after submission of a proper IRB application by Developer agree to use IRB financing to provide ad valorem property tax certainty to Developer for certain components of the Project, which shall include, at a minimum, the Homefield Project:

(i) Homefield Project. The parties agree that the payments-in-lieu-of-taxes ("PILOT") payments for the Homefield Building and Homefield Baseball shall be as set forth on Exhibit 18. Separate series of IRBs may be issued to provide ad valorem property tax certainty to Developer for each component of the Homefield Project, and the PILOT payment with respect to such component shall be as set forth on Exhibit 18; provided however, that the parties have not yet agreed to a PILOT payment for Homefield Outdoor, and the UG and Developer will negotiate in good faith to mutually agree upon an equitable PILOT payment for Homefield Outdoor. The parties further agree as follows:

(x) The 10-year term set forth on Exhibit 18 shall begin on the calendar year following the first date of issuance of a series of IRBs for either the Homefield Building or Homefield Baseball. For example, if a series of IRBs are issued in 2022 to finance only Homefield Building, the PILOT payment in 2023 with respect to Homefield Building will be equal to the "Year 1" PILOT payment for the Homefield Building component on Exhibit 18, and such property tax certainty shall continue until December 31, 2032. If a second series of IRBs are issued in 2023 to finance only Homefield Baseball, the PILOT payment in 2024 with respect to Homefield Baseball will be equal to the "Year 2" PILOT payment for the Homefield Baseball component on Exhibit 18, and such property tax certainty shall continue until December 31, 2032.

(y) If a separate series of IRBs are issued to finance Homefield Outdoor, such Homefield Outdoor IRBs shall have a separate ten-year term that begins on January 1st of the year after issuance. For example, if a separate series of IRBs are issued for Homefield Outdoor in 2024, then the mutually-agreed upon PILOT payment in 2025 with respect to Homefield Outdoor will be the "Year 1" PILOT payment for

the Homefield Outdoor component and such property tax certainty IRBs shall continue until December 31, 2034.

(ii) Other Project Components. Developer may from time to time request IRBs for purposes of (x) obtaining an exemption on Kansas sales and use taxes for construction materials, equipment and furnishing, and/or (y) ad valorem property tax certainty on medical office building projects and/or other projects within the District, but Developer understands and agrees that the UG has not at this time agreed to any such additional IRB financing, and that the UG cannot bind future governing bodies of the UG regarding the approval of the same and nothing contained herein shall in any way bind the Commission of the UG to approve any further IRBs, which decisions shall unconditionally remain within the sole discretion of such UG's Commission as and when the same are properly requested and presented to the UG's Commission for consideration. If and to the extent that the UG and Developer mutually agree, in each party's respective sole discretion, on a PILOT for any other future components of the Project which is equivalent to 100% of the ad valorem property tax liability that Developer should fairly expect for a 10-year term following completion of any such portion of the Project (other than the Homefield Building and Homefield Baseball), then the UG will agree to consider any such IRBs and PILOT agreements in the future on a case-by-case basis, subject to the UG Commission's sole and absolute discretion at the time of any such request.

(c) Deadline for issuance of IRBs; Costs. Unless otherwise agreed by the parties, no IRBs shall be issued more than five (5) years after the 2022 Effective Date. Developer shall pay all costs and fees in connection with the issuance of the IRB financing, including without limitation, any IRB fees and costs of issuance.

(d) Required Subsequent Approvals. Further, Developer hereby understands and agrees that the UG cannot bind governing bodies of the UG regarding the approval of future IRBs and PILOT agreements and that nothing contained herein shall in any way bind the Commission of the UG to approve future IRBs, which decisions shall unconditionally remain within the sole discretion of such Commission.

ARTICLE 5

STAR BOND CLOSING

5.1 STAR Bond Closing. The term "STAR Bond Closing" as used in this Agreement shall mean the date on which the first series of STAR Bonds in the Initial Issuance is issued, sold, and delivered. Upon satisfaction of all of the conditions described in Section 3.1 of this Agreement, Developer shall provide written notice to the UG prior to the proposed STAR Bond Closing date, and shall use commercially reasonable efforts to do so at least three (3) weeks in advance of such STAR Bond Closing date. It is hereby recognized, stipulated and agreed by Developer and the UG that neither party shall have any duty to proceed with the STAR Bond Closing or to do or perform any of the duties or obligations to be performed at the STAR Bond Closing unless and until each and all of the conditions described in Sections 3.1 and 4.3(d) have either been satisfied or waived. Notwithstanding anything herein to the contrary, the STAR Bond Closing must occur on or before the date which is one hundred twenty (120) days following the Drop Dead Date or either party shall have the right to terminate this Agreement upon written notice delivered to the other party.

5.2 Irrevocable Commitment to Build the Homefield Project and Themed Hotel. Developer agrees that, upon STAR Bond Closing, Developer will be irrevocably committed to building all of

the Themed Hotel and the Homefield Project, including all of the various components thereof described in Section 2.2(a) and generally depicted on the preliminary conceptual plans attached as **Exhibits 9, 10 and 11.**

ARTICLE 6

CONSTRUCTION OF IMPROVEMENTS AND INFRASTRUCTURE IMPROVEMENTS

6.1 **Architect.** Developer shall select such architects, engineers and other design professionals and consultants as are necessary to provide construction documents and construction oversight services for the Homefield Project and the Infrastructure Improvements to be designed, constructed and completed by Developer on or about the Site as more particularly described in Section 6.5 below. All agreements respecting architectural and engineering services shall be between Developer and such Persons, and a upon request, the UG shall have the right to confidentially review same.

6.2 **Design and Plans and Specifications.** Developer shall, as soon as practicable, following the UG's approval of the Development Plan for the Homefield Project, finalize and submit to the UG construction drawings of the Homefield Project (the "**Plans and Specifications**"), which Plans and Specifications shall include cost estimates for the Homefield Project, and the design of which is compatible with the Second Amended District Plan, and all Applicable Laws and Requirements. Developer recognizes, stipulates and agrees that the Plans and Specifications will be presented to and subject to approval by the appropriate Government Authorities as part of the construction permitting process. Without the prior written approval of the appropriate Government Authorities, there shall be no Material Changes to the Plans and Specifications. Developer and the UG further agree as follows:

(a) Developer shall, as soon as practicable (but in all events prior to the earlier of (i) submission of an application for a building permit, or (ii) the date of the STAR Bond Closing), provide the UG with a detailed design criteria that sets forth the architectural design of the Improvements that are a part of, and the building materials to be used in, the construction of the Homefield Project (the "**Design Criteria**"). The Design Criteria must be approved by the UG in its reasonable discretion, and upon such approval, shall be attached to this Agreement as **Exhibit 14.**

(b) Developer shall, as soon as practicable (but in all events prior to the earlier of (i) submission of an application for a building permit, or (ii) the date of the STAR Bond Closing), provide the UG with a landscape plan, which sets forth a detailed plan for landscaping of the Homefield Project (the "**Landscape Plan**"). The Landscape Plan must be approved by the UG in its reasonable discretion, and upon such approval, shall be attached to this Agreement as **Exhibit 15.**

6.3 **General Contractor and Construction Documents.** Developer shall select and retain one or more outside, third-party general contractors (each a "**General Contractor**") for the Homefield Project and the various components of the Improvements to be constructed by Developer. Each such General Contractor must have experience in similar-sized projects in the Kansas City metropolitan area, including a track record of working with union labor and meeting LBE/MBE/WBE goals.

(a) Developer represents that its construction documents relative to the Homefield Project (the "**Construction Documents**,") will require and provide for (i) the design, development, construction, equipping and completion of such Improvements in accordance with the Plans and Specifications and all Applicable Laws and Requirements, and (ii) a guaranteed maximum price or other commercially reasonable payment structure acceptable to the UG and Developer, and

(iii) guaranteed Substantial Completion not later than the Completion Dates (with liquidated damages for failure, or other commercially reasonable penalties for nonperformance as acceptable to the UG and Developer), and (iv) surety of performance and labor and material payment bonds in the full amount of the Construction Documents. Developer agrees that the UG will be provided with an opportunity to confidentially review the Construction Documents for the Homefield Project,

(b) The Construction Documents, and any other contracts for the design, development, acquisition, construction and completion of any Improvements by Developer, as well as all other contracts or agreements relating to the Project to which Developer is a party, shall comply and conform with this Agreement and all Applicable Laws and Requirements.

6.4 Changes or Amendments. Developer shall promptly deliver to the UG copies of all change orders, or other changes or amendments to the Construction Documents, that under the Applicable Laws and Requirements would otherwise be required to be submitted to the UG for permitting purposes. Developer agrees with the UG that (a) it will perform its duties and obligations under the Construction Documents and (b) enforce the obligations of all other parties thereunder.

6.5 Infrastructure Improvements. Developer hereby understands and agrees that, except as specifically set forth herein, all of the infrastructure improvements on property owned by Developer that are necessary for the Project – including, without limitation, all site work, utility installation and relocation, sewers, drainage facilities, traffic control, streets, sidewalks, drives, etc. (the "Infrastructure Improvements") – will be designed, developed and constructed by Developer or its tenants or transferees at their sole cost and expense when the Improvements dependent on such Infrastructure Improvements move forward. However, the parties further agree that to the extent that the Project Costs for the Infrastructure Improvements are eligible and legally permissible, such Project Costs may be paid for or reimbursed with STAR Bonds. Whether any given infrastructure improvement is necessary for a given portion of the Project and thus an "Infrastructure Improvement" for purposes of this Agreement shall be determined in normal course during the Development Plan approval process.

6.6 Commencement and Completion of Homefield Project. Developer hereby agrees that it shall commence and complete the Homefield Project on or before the dates set forth as follows:

(a) Commencement Dates.

(i) Developer hereby agrees that Commencement of Construction on the Homefield Building shall occur on or before December 1, 2022.

(ii) Developer hereby agrees that Commencement of Construction on both Project Area 4 Baseball and Perfect Game Baseball shall occur on or before December 1, 2022.

(iii) Developer hereby agrees that Commencement of Construction on Homefield Outdoor shall occur on or before July 1, 2023.

(iv) Developer hereby agrees that Commencement of Construction on the Themed Hotel shall occur on or before one year after the date of the Initial Issuance.

(b) Completion Dates.

(i) Developer agrees that Substantial Completion of Homefield Baseball shall occur on or before July 1, 2024.

(ii) Developer agrees that Substantial Completion of the Homefield Building shall occur on or before July 1, 2024.

(iii) Developer agrees that Substantial Completion of Homefield Outdoor shall occur on or before three (3) years after the date of the Initial Issuance.

(iv) Developer agrees that Substantial Completion of the Themed Hotel shall occur on or before three (3) years after the date of the Initial Issuance.

6.7 Responsibility for Design and Construction. Developer shall receive no separate fee from the UG or Public Financing for acting as construction manager or developer of the Project. Notwithstanding anything set forth herein to the contrary, with respect to construction of the Homefield Project, the Plans and Specifications shall be sealed by Developer's principal architect and shall require that such principal architect render a certificate upon the completion of the work required thereby that said work has been completed in accordance with all Applicable Laws and Requirements.

6.8 Payment and Performance Bonds. The General Contractor shall be required under the Construction Documents to furnish and maintain in full force and effect performance and labor and material payment bonds in the full amount of the relevant Project Costs, as set forth in the Construction Documents. Such bonds shall be in form and substance and issued by a corporate surety satisfactory to Developer and the UG. Such bonds shall be in favor of Developer, the Permitted Mortgagee, and such other parties as are required in connection with the issuance of the STAR Bonds.

6.9 Permits and Reviews. Developer hereby recognizes, stipulates and agrees that: (a) in the design, construction, completion, use or operation of the Improvements, Developer, or its General Contractor, or Developer's tenants or transferees or their contractors, shall procure and pay for any and all permits, licenses or other forms of authorizations that are, from time to time, required; and (b) nothing herein shall be construed as any release by the UG of the responsibility of such Persons to comply with, and satisfy the requirements of, all Applicable Laws and Requirements; the UG agreeing, however, that (i) it will, to the extent possible, expedite all plan review and permitting in connection with the design and construction of the Improvements, and (ii) it will not, from and after the 2022 Effective Date up to and including the last of the Completion Dates set forth in Section 6.6 above, increase the costs of any such permits for the Project beyond what they are on the 2022 Effective Date.

6.10 Review and Cost Verification. During construction of the Project, the UG and Developer shall establish appropriate review procedures pursuant to which the UG and/or a designee of the UG to: (a) review Certificates of Expenditure, and (b) inspect and review (which may include an audit of) records to verify the STAR Bond Costs which are incurred and paid in accordance with the Second Amended District Plan and to verify that construction is proceeding in accordance with the Second Amended District Plan, the Plans and Specifications and all Applicable Laws and Requirements. Developer will cooperate with the UG in such reviews and the costs and expenses for such reviews shall be paid by Developer and if such costs are eligible, the same may be reimbursed with STAR Bond Proceeds, provided that such financing is available, feasible and legally permissible. All

disbursements of STAR Bond Proceeds shall be subject to the written approval of the UG pursuant to the terms of this Agreement.

6.11 Periodic Meetings. From the New Effective Date until Substantial Completion of all components of the Project, Developer hereby agrees to meet with the UG and/or such other parties as the UG shall reasonably designate at such intervals as Developer, the UG and any such designee shall mutually agree or reasonably request, and not more frequently than monthly, to review and discuss the design, development and construction of the Project.

ARTICLE 7

USE AND OPERATION

7.1 Term. The Term of this Agreement shall commence on the Original Effective Date and shall expire upon that date which is the later to occur of (i) amortization of all STAR Bonds; or (ii) 20 years from the date that the last of the Homefield Building, Homefield Outdoor and Homefield Baseball opens for business; or (iii) expiration or termination of any and all IRBs and/or CIDs for the Project (the "Term"), subject to the prior termination of certain covenants and obligations as set forth in Section 7.2(e) below.

7.2 Use and Operation.

(a) Developer covenants that at all times during the Term (or such lesser period as set forth in Section 7.2(e) below), it will, at its expense:

(i) Use the Project only for the Permitted Uses.

(ii) Conduct its business at all times in a dignified quality manner and in conformity with the first-class industry standards and in such manner as to maximize sales (if applicable to operations of any particular use) and to help establish and maintain a high reputation for the Project.

(iii) Occupy (or cause to be occupied) the Homefield Project as soon as possible in accordance with the Completion Dates described in Section 6.6 above and for fifteen (15) years following the opening of the last of the components of the Homefield Project, thereafter continuously operate and conduct business in 100% of the Homefield Project, and without interruption, use, occupy and operate all of the same, other than such minor portions thereof as are reasonably required for maintenance, storage and office purposes; use such storage and office space only in connection with the business conducted by Developer in the Project; furnish and install all trade fixtures and permitted signs; maintain an adequate number of trained personnel for efficient service to customers; open for business and remain open during the entire Term from at least the hours that are customary in conformance with first-class industry standards and in such manner as to maximize sales and to help establish and maintain a high reputation for the Project. Notwithstanding the foregoing, Developer hereby understands and agrees that if Developer fails to continuously operate the Homefield Project at any time during the Term, Developer shall no longer be entitled to any CID Proceeds hereunder. Notwithstanding the foregoing, the parties hereby agree as follows:

(x) (1) the Homefield Project may be closed for all legal holidays; (2) the Homefield Project, or any portion thereof may be closed temporarily for periods

during Casualty and/or reconstruction; (3) portions of the Homefield Project may be temporarily closed during remodeling; (4) Homefield Outdoor and Homefield Baseball may be closed during off-peak seasonal periods; and (5) the Homefield Project may be closed during other unusual circumstances which would preclude Developer from conducting business as usual, including but not limited to Race Days, or for health and safety reasons if Developer reasonably believes the same to be prudent and necessary.

(y) Other than the Homefield Project, the UG hereby understands and agrees that Developer will not be the end user or operator of the space contained in the Project, but that Developer shall instead have leases, purchase and sale or other similar transfer agreements which shall govern the use and operation of the balance of the Project. Accordingly, Developer hereby agrees with the UG that it shall secure a binding agreement from each such tenant, owner, user or operator of a store, Auto Dealership, restaurant or other use in the Project (each, a "Store Operator"), which agreement(s) (each, a "Store Operator Agreement" and collectively, the "Store Operator Agreements") shall contain normal and customary provisions. Developer hereby agrees to use commercially reasonable efforts to include a continuous operations covenant in each of the Store Operator Agreements consistent with the terms of Section 7.2(a)(iii), and Developer shall use its commercially reasonable efforts to enforce any such provision, provided that in no event will Developer be required to commence any legal actions as part of such enforcement obligation. The UG hereby understands and agrees that for the portion of the Project that will be occupied by Store Operators, Developer's performance of the obligations set forth in this subsection (y) shall fully satisfy the requirements set forth in Section 7.2(a)(i) - (iii).

(z) Developer will also provide in each Store Operator Agreement provisions as to sales and use taxes payable to the UG or the State in connection with sales made or services furnished from, or in, on or about, or respecting the Project or any portion thereof, and Developer shall use commercially reasonable efforts to cause each Store Operator, in its Store Operator Agreement, to provide the UG with the information described in Section 8.5 below.

(iv) Perform its duties to repair, restore and replace the Homefield Project and any other Improvements in the Project owned by Developer, and use commercially reasonable efforts to require Store Operators that are owners, rather than tenants, to repair, restore and replace any other Improvements in the Homefield Project, all in accordance with Section 7.11(b) and (d).

(b) Developer agrees that, for and during the Term, Developer and any of its Affiliates (and any officer, director or shareholder owning capital stock of Developer or any Affiliate) will not, either within the State or within the Restricted Area, directly or indirectly, own, operate, manage or be financially interested in, either itself or with others, a business like or similar to the Homefield Project. The UG and Developer hereby agree that the foregoing shall not preclude Developer or any of its Affiliates (and any officer, director or shareholder owning capital stock of Developer or any Affiliate) from (i) opening, owning, operating, managing or being financially interested in new facilities that are related to the Homefield Project that do not host tournaments (except for and

excluding tournaments that are operated in conjunction with the Homefield Project and other Existing Facilities), or (ii) owning, operating, managing or being financially interested in existing facilities that are related to the Homefield Project and already open as of the New Effective Date (the "Existing Facilities"); provided however, that such Existing Facilities may not be modified or expanded to be more similar to or competitive with the Homefield Project.

(c) Developer will also include a radius restriction for the Restricted Area in its agreement with Perfect Game Incorporated similar to the one described in subsection (b) above, provided however that it is hereby understood and agreed that Perfect Game Incorporated may own, lease, operate or manage other baseball assets within the Restricted Area as long as Homefield Baseball always remains the flagship, primary location for Perfect Game Incorporated and all of its tournaments within the Restricted Area, which shall be deemed to mean that, among other things, (i) Perfect Game Incorporated's regional headquarters will be located within the District; (ii) whenever there is a Perfect Game tournament weekend in the Restricted Area, Homefield Baseball will be utilized for tournament play; and (iii) Perfect Game tournaments shall always use Homefield Baseball for the championship games in the Restricted Area. Perfect Game will use best efforts to maximize the use of Homefield Baseball before using other fields in the Restricted Area.

(d) Developer intends to lease the land upon which Perfect Game Baseball will be constructed and operated by Perfect Game Incorporated and Perfect Game Incorporated will be responsible for the management, programming and operation of Perfect Game Baseball. Developer shall have an agreement with Perfect Game Incorporated which requires Perfect Game Incorporated to comply Section 8.1(a), (b), (c) [related only to its regional headquarters, offices, and primary administrative operations], and (g). With respect to Section 8.1(g), Perfect Game Incorporated shall establish a program for booking and tracking hotel room use for Perfect Game tournaments which program shall prioritize hotel bookings first, in hotels owned by Developer or its affiliates, then in hotels within the District, and thereafter in other hotels in Wyandotte County, Kansas, and all hotel rooms shall be market rates for the area.

(e) Developer recognizes that its covenants in this Section 7.2 are a material consideration to the UG, in order that Developer might maximize potential sales possible from the Improvements during the Term. Developer acknowledges that damages for the breach of the covenants contained in this Section 7.2 may be difficult to ascertain. Accordingly, in the event of a breach of the covenants contained in this Section 7.2, then:

(i) The UG shall be entitled to pursue such damages for any breach of the covenants contained in this Section 7.2 as it elects; however, the UG shall be entitled not only to damages, but also to injunctive relief to enforce the covenants contained in this Section 7.2, to compel performance of the terms hereof, and to restrain and enjoin any breach or threatened breach thereof; and

(ii) Without limiting the generality of Sections 9.1 and 9.2 of this Agreement, the UG shall be entitled to all reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of the UG in connection with the enforcement of the covenants contained in this Section 7.2, but only to the extent the Person against whom the UG initiated the enforcement action actually violated the requirements of Section 7.2.

(f) Notwithstanding anything to the contrary contained in this Agreement, upon the retirement and amortization of all STAR Bonds generated by or contributing to a given Project Area,

the provisions contained in the following Sections of the Agreement shall be of no further force and effect and Developer shall thereafter be released from all obligations related thereto with respect to the relevant Project Area: Sections 7.2(a)(iii) and (iv), and 7.13.

7.3 Second Amended District Plan. During the Term, Developer agrees that it shall perform and comply with each and all of the terms and provisions of the Second Amended District Plan and not suffer or permit any default or breach of any such terms or provisions of the Second Amended District Plan.

7.4 Maintenance and Use. During the Term, Developer shall cause the portion of the Project that it owns and controls and all other of its property used or useful in the conduct of its business and operations on the Site, to be maintained, preserved and kept in good repair and working order and in a safe condition, consistent at all times with other comparably-situated amateur athletic facilities, auto dealerships, restaurants, lodging and retail facilities, as applicable, and will make all repairs, renewals, replacements and improvements necessary for the safe, efficient, and advantageous conduct of its business and operations on the Site. Nothing in this Section 7.4 shall obligate Developer to preserve, repair, renew or replace portions of the Improvements no longer used or no longer useful in the conduct of its business or prevent Developer from removing or demolishing any building(s), if in its reasonable judgment, such discontinuance is desirable in the conduct of its business and not disadvantageous in any material respect to the owners of the STAR Bonds, and as long as the same does not materially adversely affect the value of the Project or Developer's ability to (a) perform its obligations under this Agreement, or (b) as long as the STAR Bonds are outstanding, generate sales or sales taxes at the Project. Developer may make additions, alterations and changes to the Project so long as such additions, alterations and changes are made in compliance with all Applicable Laws and Requirements, the Second Amended District Plan and any applicable provisions of the Transaction Documents, and as long as the same do not materially adversely affect Developer's ability to (x) perform its obligations under this Agreement, or (y) as long as the STAR Bonds are outstanding, generate sales or sales taxes at the Project. Developer agrees to set aside on its books reasonable reserves for future maintenance and capital expenditures.

7.5 Compliance. Developer shall conduct its affairs and carry on its business and operations in such a manner as to comply with all Applicable Laws and Requirements, and to observe and conform to all valid orders, regulations or requirements (including, but not limited to, those relating to safety and health) of any Government Authorities applicable to the conduct of its business and operations and the ownership of the Project; provided, however, that nothing contained in this Agreement shall require Developer to comply with, observe and conform to any such law, order, regulation or requirement of any Government Authorities so long as the validity thereof shall be contested by Developer in good faith by appropriate proceedings, and provided that Developer shall have set aside on its books adequate reserves in accordance with GAAP or secured adequate bonding with respect to such contest and such contest shall not materially impair the ability of Developer to meet its obligations under this Agreement. Developer agrees to promptly pay any and all fees and expenses associated with any safety, health or other inspections required under this Agreement or imposed by Applicable Law and Requirements, unless contested in good faith with the assurances provided in the preceding sentence.

7.6 Payment of Taxes and Other Charges. During the Term of this Agreement, Developer and its Affiliates shall pay when due all real estate taxes and assessments on the property it owns within the City and/or Wyandotte County. In the event that Developer or its Affiliates shall fail to pay all such

applicable real estate taxes and assessments after any notice and cure periods set forth in Section 9.1 hereof, the parties understand and agree that, among other things, the UG may (a) terminate the IRB financing, and/or (b) suspend all reimbursements of CID Project Costs through Pay-Go CID Financing during any time that such real estate taxes and assessments on the property owned by Developer or its Affiliates within the City or County remain unpaid. Notwithstanding the foregoing, nothing contained in this Agreement shall prohibit Developer or its Affiliates from contesting the classification and/or assessed value of the properties, improvements or the taxes thereon in good faith by appropriate proceedings; provided, however, that each such party shall pay any and all amounts when due and payable that are contested under protest while any such proceedings are pending. Developer and any other owners of real property within the District shall promptly notify the UG in writing of a protest of real estate taxes or valuation of the Developer's or such other owners' property within the Site.

7.7 Payment of Obligations. During the Term, Developer shall promptly pay or otherwise satisfy and discharge all of its obligations and all demands and claims against it as and when the same become due and payable, unless the validity, amount or collectability thereof is being contested in good faith or unless the failure to comply or contest would not materially impair its ability to perform its obligations under this Agreement nor subject any material part of the Project to loss or forfeiture.

7.8 Liens and Encumbrances. During the Term, except for a Permitted Mortgage, Developer shall not create or incur or permit to be created or incurred or to exist any mortgage, lien, security interest, charge or encumbrance upon the Project, or any part thereof, excluding any utility or other easements typically found in developments of this type, and shall promptly cause to be discharged or terminated all mortgages, liens, security interests, charges and encumbrances that are not a Permitted Mortgage. Notwithstanding the foregoing, any Permitted Mortgage shall be subject to the terms and conditions of this Agreement, including without limitation, Section 7.2 of this Agreement.

7.9 Licenses and Permits. During the Term, Developer shall procure and maintain all licenses and permits, and allow all inspections and/or investigations required by Applicable Laws and Requirements or otherwise necessary in the operation of its business and affairs in, on or about the Project; provided, however, that Developer shall not be required to procure or maintain in effect any right, license or accreditation that Developer and the UG shall have determined in good faith and subject to Applicable Laws and Requirements, is not in the best interests of Developer and is no longer necessary in the conduct of its business and that lack of such compliance will not materially impair the ability of Developer to pay or perform its obligations under this Agreement.

7.10 Insurance. During the Term, Developer shall maintain or caused to be maintained on the portions of the Project owned by Developer insurance on property and operations covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating similar properties and engaged in similar operations (including but not limited to property and casualty, worker's compensation, general liability and employee dishonesty) and in such amounts as, in the reasonable judgment of the UG, are adequate to protect Developer, the UG and such portions of the Project, but in no event in an amount less than that required by the Insurance Specifications attached hereto as Exhibit 16, or as otherwise required by the terms of the Transaction Documents. Each policy or other contract for such insurance shall: (a) name the UG as an additional insured with respect to liability insurance (but only in an amount equal to \$500,000), and (b) contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least 30 days after written notice of cancellation to Developer

and each other insured, additional insured, loss payee, and mortgage payee named therein. Throughout the Term, Developer shall ensure the UG is provided with a current and accurate certificate of insurance for each coverage applicable to the Developer-owned portion of the Project, Site, and Improvements, and for all coverages required herein. Each certificate of insurance shall be on ACORD forms or on other forms which the UG may approve in writing.

7.11 Damage, Destruction or Condemnation.

(a) In the event of damage to or destruction of any portion of the Homefield Project resulting from fire or other Casualty during the Term, or in the event any portion of the Homefield Project is condemned or taken for any public or quasi-public use or title thereto is found to be deficient during the Term, the net proceeds of any insurance available to Developer relating to such damage or destruction, the net proceeds of such condemnation or taking or the net proceeds of any realization on title insurance shall be paid into, and used in accordance with a construction escrow agreement satisfactory to the UG, Developer and any Permitted Mortgagee ("Casualty Escrow").

(b) If, at any time during the Term, any portion of the Improvements or any part thereof owned by Developer shall be damaged or destroyed by a Casualty (the "Damaged Facilities"), Developer (and/or its transferees), to the extent of any insurance proceeds made available to Developer (and/or its transferees), shall commence at its sole cost and expense and thereafter proceed as promptly as possible to repair, restore and replace the Damaged Facilities as nearly as possible to their condition immediately prior to the Casualty and shall be entitled to draw upon the Casualty Escrow for payment of said costs.

(c) If at any time during the Term, title to the whole or substantially all of the Homefield Project or other Improvements constituting the Project owned by Developer shall be taken in condemnation proceedings or by right of eminent domain, Developer, at its sole discretion, may terminate this Agreement as of the date of such taking. For purposes of this Section 7.11(c), "substantially all of the Homefield Project or other Improvements" shall be deemed to have been taken if the UG and Developer, each acting reasonably and in good faith, determine that the untaken portion of the Project, including the Parking Improvements, cannot be practically and economically used by Developer for the purposes and at the times contemplated by this Agreement.

(d) In the event of condemnation of less than the whole or substantially all of any Homefield Project or other Improvements owned by Developer, Developer, at its sole cost and expense, shall commence and thereafter proceed as promptly as possible to repair, restore and replace the remaining part of the Project as nearly as possible, to its former condition, and shall be entitled to draw upon the Casualty Escrow for payment of said costs.

7.12 Indemnity. Developer shall pay and indemnify and save the UG and its governing body members, directors, officers, employees and agents harmless from and against all loss, liability, damage or expense arising out of: (a) the acquisition of the Site; (b) the design, construction and completion of the Project by Developer; (c) the use or occupation of the Project by Developer or anyone acting by, through or under it; (d) damage or injury, actual or claimed, of whatsoever kind or character occurring to persons or property occurring or allegedly occurring in, on or about any portion of the Site; (e) any breach, default or failure to perform by Developer under this Agreement; and (f) any act by an employee of the UG at the Site which are within or under the control of Developer or pursued for the benefit of or on behalf of Developer. Developer shall also pay and indemnify and save the UG and its governing body members, directors, officers, employees and agents harmless of,

from and against, all costs, reasonable counsel fees, expenses and liabilities incurred by them or by Developer in any action or proceeding brought by reason of any such claim, demand, expense, penalty or fine. If any action or proceeding is brought against the UG or its governing board members, directors, officers, employees or agents by reason of any such claim or demand, Developer, upon notice from the UG, covenants to resist and defend such action or proceeding on demand of the UG or its governing body members, directors, officers, employees or agents. Notwithstanding the foregoing, no party benefited by this indemnity shall be indemnified against liability for damage arising out of (i) bodily injury to persons or damage to property caused by such party's own respective willful and malicious acts or omissions or negligence; or (ii) the acts or omissions of the UG's agents or employees. The foregoing covenants contained in this Section shall be deemed continuing covenants, representations and warranties for the benefit of the UG and any successors and assigns of the UG, and shall survive the termination, satisfaction or release of this Agreement, or any other instrument, but only with respect to liability that arises during the Term.

7.13 Prohibition on Sales, Etc. During the Term, Developer will not, without the prior written consent of the UG (and in the case of subsection (f) below, the Secretary of Commerce as applicable): (i) assign, sell, lease, mortgage or otherwise transfer the Homefield Project, the Site or the balance of the Improvements that comprise the Project or any part thereof or any interest therein; (ii) merge with or into another company or entity or sell or transfer to another company or entity substantially all of its assets; or (iii) assign this Agreement. Any such assignment, sale, lease, mortgage, merger or other transfer which is consented to by the UG shall be an "Approved Assignment" and the assignee, purchaser, lessee, mortgagee or transferee shall be an "Assignee." The UG shall have the right to grant or withhold its consent to any of the aforesaid in its sole discretion. Notwithstanding the foregoing, the parties hereby agree as follows:

(a) Developer may, without further approval of the UG but subject always to the terms of this Agreement, in the ordinary course of its business, make (i) sales or leases of portions of the Site or the Project to Store Operators; and/or (ii) sales or leases of the Commercial Pads of two (2) acres or less in the Project and/or (iii) seller financing transactions with Store Operators, including sale/leaseback structures; provided however that Developer may not sell, ground lease or otherwise transfer the Site or any portion of the Project without first securing a fully-executed acknowledgement and assumption agreement (an "A&A") which is executed and delivered by the UG, Developer and the proposed transferee. Each such A&A shall identify the rights and obligations from this Agreement which shall govern and control the portion of the Site to be conveyed to the proposed transferee, including the provisions set forth in Sections 2.2(e) (compliance with Design Criteria), 2.4 (Site Restrictions), 6.5 (Infrastructure Improvements), 7.2(a)(ii) (industry standards/maximize sales), 7.2(a)(iii)(y) (Store Operator Agreement), 7.4 (Maintenance and Use), 7.5 (Compliance), 7.6 (Payment of Taxes and Other Charges), 7.7 (Payment of Obligations), 7.8 (Liens and Encumbrances), 7.9 (Licenses and Permits), 7.10 (Insurance), 7.11 (Damage, Destruction or Condemnation), 8.5 (Sales Tax Information and Continuing Disclosures), 9.1 (Default Provisions), 9.2 (Rights and Remedies), 10.1 (Waiver of Breach), 10.2 (Force Majeure), 10.3(a) (Representations and Warranties of Developer), 10.4 (Amendments), 10.5 (Construction and Enforcement), 10.6 (Invalidity of Any Provisions), 10.7 (Headings), 10.8 (Execution of Counterparts), 10.9 (Time), 10.10 (Consents and Approvals), 10.11 (Notices), 10.12 (Real Estate Commissions), 10.14 (Run with the Land), and 10.15 (Tax Implications). Each A&A shall also provide that none of Developer's rights hereunder to receive STAR Bond Proceeds or CID Proceeds will be assigned or transferred by such A&A. The County Administrator of the UG may execute and deliver A&As on behalf of the UG if they are fully consistent with the terms and conditions of this Agreement; any exceptions must be approved by the

UG's Commission. If and when any such A&As are recorded with the Wyandotte County Register of Deeds, the UG shall release Developer from any and all obligations under this Agreement associated with such portion of the Site or Project that is specified in the A&A.

(b) Developer also agrees that it will, upon request, provide the UG with a report that lists Store Operator Agreements entered into during the prior three (3) months with the name of the Store Operators.

(c) Developer may grant a Permitted Mortgage and/or a collateral assignment of the Developer's rights hereunder to receive STAR Bond Proceeds or CID Proceeds without further approval of the UG and without delivering an A&A so long as Developer delivers to the UG written notice of such Permitted Mortgage or collateral assignment within fifteen (15) days after such grant or collateral assignment. In the event any such lender forecloses on any such Permitted Mortgage (including a collateral assignment of any of Developer's rights and obligations hereunder), no further consent by the UG is required until such time as that lender wishes to make a further transfer, in which case the terms of this Section 7.13 shall apply. Developer may also transfer or assign this Agreement or the Site or Improvements, or any portion thereof, to an Affiliate of Developer without further approval of the UG so long as Developer delivers to the UG written notice of such transfer within fifteen (15) days thereafter.

(d) A change in the financial ownership of Developer shall not be deemed to be a violation of this Section 7.13 or require further approval of the UG as long as at least two of the following persons -- Robb Heineman, Trey Bowen, and/or Greg Maday -- maintain day to day management control of, and direct or indirect financial ownership in, Developer.

(e) If Developer receives an unfavorable tax ruling from the Internal Revenue Service relating to its structure as a limited liability company, Developer may assign this Agreement to a Kansas corporation that is an Affiliate of Developer.

(f) The parties acknowledge it is not the intent of STAR Bonds to encourage land speculation through the use of incentives. Accordingly, in addition to the restrictions on transfer described above, Developer agrees that Developer shall not do any of the following without the express consent of the Secretary of Commerce:

(i) sell, ground lease, or build-to-suit lease any undeveloped land comprising the SVV Site to an Automobile Dealership;

(ii) sell, ground lease, or build-to-suit lease any undeveloped land comprising the SVV Site to a retailer that will occupy a building larger than 60,000 square feet and be primarily engaged in the direct retail sale of durable goods;

(iii) sell to a third party purchaser 100% of the undeveloped land comprising the SVV Site for a sale price that exceeds the total price that Developer paid for the SVV Site; or

(iv) sell to a third-party purchaser a portion of the undeveloped land comprising the SVV Site for a sale price that exceeds \$4,000,000.

Notwithstanding the foregoing: (1) the Secretary of Commerce shall have forty-five (45) days following the receipt of any request for consent under this Section 7.13(f) to approve

or deny the same in writing, or the parties acknowledge and agree the request shall be deemed approved by the Secretary of Commerce; and (2) the following are expressly excluded from the restrictions set forth above in this Section 7.13(f) (but the same are not otherwise excluded from the restrictions set forth elsewhere in this Section 7.13 unless otherwise provided):

(x) a sale, lease, assignment, or other disposition to a third-party of any portion of the SVV Site following the Substantial Completion of any improvements on such portion of the SVV Site;

(y) a mortgage (including any Permitted Mortgage), or other financing transaction used for development, of the SVV Site (or any portion thereof) to a lender for financing purposes; or

(z) any Affiliate transfer or assignment.

For purposes of this Section 7.13(f), the term “undeveloped land” shall mean the applicable portion of the SVV Site prior to the commencement of vertical construction of one or more buildings or other structures thereon.

7.14 Utilities. During the Term, all utility and utility services used by Developer in, on or about the Project shall be paid for by Developer and shall be contracted for or by Developer in Developer's own name, and Developer shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

7.15 Access. During the Term, Developer hereby recognizes, acknowledges and agrees that the UG, and its duly authorized representatives and agents, shall have the right to enter the Project at reasonable times and upon reasonable notice, to substantiate compliance with this Agreement or, to the extent Developer has failed to cure any breach within applicable notice and cure periods, to cure any defaults under this Agreement. In exercising its rights hereunder, the UG shall use reasonable efforts to avoid unreasonable interference with the operation of the Project. Except as otherwise provided in this Agreement, the UG shall pay all costs it incurs under this provision. Nothing contained in this Section 7.15 shall restrict or impede the right of the UG to enter the Project pursuant to any Applicable Laws and Requirements.

7.16 Environmental Matters. Developer hereby agrees that by closing on the acquisition of any portion of the Site, Developer shall assume responsibility for the costs of any remediation of any environmental conditions upon such portion of the Site. Further, Developer shall not store, locate, generate, produce, process, treat, transport, incorporate, discharge, emit, release, deposit or dispose of any Hazardous Substance in, upon, under, over or from the Project in violation of any Environmental Regulation; shall not permit any Hazardous Substance to be stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited, disposed of or to escape therein, thereupon, thereunder, thereover or therefrom in violation of any Environmental Regulations; shall cause all Hazardous Substances to be properly removed therefrom and properly disposed of in accordance with all applicable Environmental Regulations; shall not install or permit to be installed any underground storage tank therein or thereunder in violation of any Environmental Regulation; and shall comply with all other Environmental Regulations which are applicable to the Project. Developer shall indemnify the UG against, shall hold the UG harmless from, and shall reimburse the UG for, any and all claims, demands, judgments, penalties, fines, liabilities, costs, damages and expenses, including court costs and attorneys' fees incurred by the UG

(prior to trial, at trial and on appeal) in any action against or involving the UG, resulting from any breach of the foregoing covenants or from the discovery of any Hazardous Substance, in, upon, under or over, or emanating from, any portion of the Project owned by Developer, whether or not Developer is responsible therefor, it being the intent of Developer and the UG that the UG shall have no liability or responsibility for damage or injury to human health, the environment or natural resources caused by, for abatement and/or clean-up of, or otherwise with respect to, Hazardous Substances, which arises from the UG Property subsequent to Developer's closing on the acquisition of the UG Property. The foregoing covenants contained in this Section 7.16 shall be deemed continuing covenants, representations and warranties for the benefit of the UG and any successors and assigns of the UG, and shall survive the termination, satisfaction or release of this Agreement, or any other instrument for so long as Developer owns the relevant portion of the Property. Any amounts covered by the foregoing indemnification shall bear interest from the date paid by the UG at the Prime Rate plus 4%, or, if less, the maximum rate permitted by law, and shall be payable on demand.

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

7.18 Developer Investments. Section 7.17 of the Amended and Restated Agreement required that following the opening of the Waterpark (as defined in the Original Agreement), SVV would make annual donations to a foundation or non-profit organization designated by the UG from time to time. SVV failed to pay the annual donations required by Section 7.17 of the Original Agreement for 2019 and 2020, and the UG provided default notices to SVV regarding such failures. At closing of Developer's acquisition of the SVV Site from SVV, Developer caused SVV to pay and deliver from SVV's sale proceeds an amount equal to Three Hundred Seventy-Five Thousand and NO/100 Dollars (\$375,000.00) to the UG to pay for the donation payments due in arrears, which amount represents the final donation payments owed from SVV under the Amended and Restated Agreement. However, in lieu of making donation payments as described in the Original Agreement, Developer hereby agrees to make investments in new economic development projects in downtown and historically urban areas of Kansas City, Kansas, and all of which investments shall be reasonably approved by the County Administrator. Developer agrees that such investments shall be at least \$4,350,000 within three (3) years of the date of the 2022 Effective Date.

ARTICLE 8

SPECIAL PROVISIONS

8.1 Special Agreements of Developer.

(a) Developer recognizes, stipulates and agrees that it will actively market, advertise and promote the Project in the Kansas City Metropolitan area and regionally through television, radio, newspaper or other media, or through other non-media promotions or events of Developer's choice.

(b) During the Term, Developer agrees to actively participate in the civic, charitable, educational, philanthropic and economic development of the Kansas City, Kansas/Wyandotte County community in activities of its choice. Without limiting the generality of the foregoing, Developer specifically agrees that during the Term, Developer shall be an active, dues-paying member in good standing with the KCK Area Chamber of Commerce and the Wyandotte Economic Development

Council. Developer further agrees to encourage its tenants and transferees to join and become dues-paying members of the Wyandotte Economic Development Council.

(c) Developer shall maintain its headquarters, offices and primary administrative operations at the Site or at an alternative location in Wyandotte County.

(d) During the Term, Developer will cause admission to the Homefield Building, Homefield Outdoor and Homefield Baseball to be discounted by no less than 20% for Wyandotte County residents. Without limiting the generality of the foregoing, Developer understands and agrees that the discount provided herein shall include, without limitation, Wyandotte County residents who attend camps at the Homefield Project or Wyandotte County players and teams that play at Project Area 4 Baseball (when not being used by Perfect Game); provided that, the terms of this subsection do not apply to Perfect Game Baseball.

(e) Developer shall satisfy the requirement set forth in Section 4.3(d)(ix) hereof related use of the Homefield Project by students of USD 202, USD 303, USD 204, and USD 500.

(f) Developer shall provide 500 tickets annually to the UG's Parks and Recreation Department for free admission to Homefield Outdoor and the Parks and Recreation Department may use such free tickets as it sees fit; provided, however: (i) Developer shall have the right to impose reasonable rules and restrictions regarding blackout dates and times; and (ii) secondary sale of any such tickets shall be strictly prohibited.

(g) Developer agrees to attract athletic tournaments which include out-of-town teams and participants to the Homefield Project annually, and to use its commercially reasonable efforts to require Wyandotte County hotel options for the invitees of such out-of-town tournaments to the extent of availability/capacity.

8.2 LBE/MBE/WBE Employment Opportunity Goals. Developer agrees to comply with the agreement set forth on **Exhibit 17**, attached hereto and made a part hereof, in order to identify and provide employment opportunities for local businesses and contractors, women and minority owned businesses. For the Homefield Project undertaken by Developer, the applicable General Contractor, owner's representative or compliance officer will provide a project utilization plan and apply "best efforts" to meet the goals as set forth in the agreement on **Exhibit 17**. The project utilization plan shall be delivered to the UG along with the applicable General Contractor contract or in the case of non-General Contractor construction projects other applicable contract, prior to commencement of the Homefield Project undertaken by Developer. If it is determined "best efforts" have not been met on the Homefield Project undertaken by Developer, the UG's sole rights and remedies hereunder are to renegotiate the goals for future construction projects and to reduce the STAR Bond Proceeds available to Developer by four percent (4%) as set forth in the agreement attached as **Exhibit 17**. In all cases, the General Contractor or compliance officers (as applicable) will be responsible for timely reporting of LBE/MBE/WBE participation on a quarterly basis.

8.3 Intentionally Omitted.

8.4 Consultants.

(a) The UG shall have the right to engage such consultants as the UG deems appropriate at its sole cost and expense for the purposes of reviewing the policies of insurance required hereunder

to confirm Developer's compliance with the terms of this Agreement. Such reviews may be conducted when policies required hereunder are issued, renewed or modified in a manner which adversely affects the UG's interests. Developer will cooperate with the UG in such review. Developer hereby agrees to notify the UG prior to the issuance, renewal or modification of any such policies.

(b) After the conclusion of construction of any Improvements undertaken by Developer, a written opinion that the Improvements were built substantially in accordance with the Plans and Specifications.

8.5 Sales Tax Information; Continuing Disclosures.

(a) Reporting of Sales and Use Taxes.

(i) Subject to the ability to comply with Applicable Laws and Requirements, Developer shall not take any actions or adopt any practices or procedures which are designed to, or which may or will have the effect of, eliminating, reducing or diverting in any way any sales taxes, use taxes and/or transient guest taxes payable to the UG or the State in connection with sales made or services from, in or on and about the Site. In connection therewith, Developer recognizes, stipulates and agrees that such sales shall include any private parties, banquets and/or catering conducted by Developer, excluding special charity and "no charge" events.

(ii) Developer agrees that it will itself provide, and that it will use commercially reasonable efforts, by appropriate agreement, to require all parties holding or operating by, through or under it, or otherwise operating on or from the Site, to provide, to the UG and/or the escrow agent under the Transaction Documents true and correct copies of all sales tax, use tax and transient guest tax returns filed with the State with respect to sales in, on or from the Site, the same to be provided simultaneously with, or within 10 days after such filing. Developer agrees to use commercially reasonable efforts to include a provision to this effect in any Store Operator Agreement with any party holding or operating by, through or under it pursuant to Section 7.2(a)(iii)(y) above, or otherwise operating on or from the Site, and Developer will use its commercially reasonable efforts to enforce such provision, provided that Developer shall not be required to file legal actions as part of any such enforcement or to terminate such Store Operator Agreements in the event of non-compliance and Developer shall not be in default hereunder for any such failure by a Store Operator. Developer shall, to the extent allowed by Applicable Laws and Requirements, provide to the UG, the Kansas Department of Revenue and the escrow agent under the Tax Distribution Agreement the names of all vendors operating in, on or from the Site, their Kansas sales tax identification number and their dates of operation. The Developer agrees to cause all assignees, purchasers, tenants, subtenants or any other entity acquiring property or occupancy rights from Developer in the District to be obligated by written contract (lease agreement or other enforceable document) to provide to the UG simultaneously with submission to the Kansas Department of Revenue the monthly sales tax returns for their facilities in the District. This obligation shall be a covenant running with the land and shall be enforceable against all such businesses operating in the District and shall only terminate upon the passage by the UG of an ordinance terminating the District. Developer hereby agrees that each such contract or other agreement shall provide that the UG is an intended third-party beneficiary of such provisions and has a separate and independent right to enforce such provisions directly against such tenant or purchaser.

(iii) Pursuant to K.S.A. 12-17,174(a), the UG shall request that all of the sales, use and transient guest tax returns filed with the Kansas Department of Revenue in connection with the District be provided to the Bond Trustee, the Escrow Agent or their agents, and the Bond Trustee and Escrow Agent are required to keep all such information confidential pursuant to the terms and conditions of K.S.A. 12-17,174(a). Developer hereby understands and agrees that the UG shall have a right to interact with the Kansas Department of Revenue and/or the Bond Trustee and the Escrow Agent about such information, but the UG otherwise agrees to keep information provided to the UG confidential, except to the extent of Applicable Laws and Requirements and except as compelled by a court order.

(iv) Developer shall provide the UG written notice of all current tenants of the Project within 10 days after Developer receives knowledge of the opening or closing for business of any business within the Project, and at all other times upon the written request of the UG.

(v) To the extent it may legally do so, information obtained pursuant to this Section 8.5 shall be kept confidential by the UG in accordance with K.S.A. 79-3657.

(vi) Developer agrees to use best efforts to obtain waivers consenting to the release by the UG of aggregate sales tax revenues generated within the District and any specific Project Area from all assignees, purchasers, tenants, subtenants or any other entity acquiring property or occupancy rights in the District throughout the Term of this Agreement contemporaneously with the acquisition of such property or occupancy rights. Such waivers shall also consent to the release by the UG of aggregate sales tax revenues generated within the Project Area in which such entities operate, and shall further acknowledge and consent to such release even if such entity is the only retailer operating within such Project Area at any given time. Developer will use best efforts to cause each lease, sublease, purchase contract, or other document granting property or occupancy rights from Developer in the District to incorporate the provisions of this Section 8.5(a)(vi).

(b) Continuing Disclosure.

(i) The UG understands and agrees that the UG will be required to execute and deliver continuing disclosure agreements with the dissemination agent named therein in connection with the STAR Bonds, in which the UG will agree to provide information during the Term of this Agreement about the sales and use tax receipts, the application of such receipts to the payment of debt service on the applicable bonds and comparable matters.

(ii) Developer understands and agrees that Developer will be required to execute and deliver continuing disclosure agreements with the dissemination agent named therein in connection with the STAR Bonds, in which Developer will agree to provide information during the Term of this Agreement about the construction and development of each phase of the Project, leases of retail space including such information as identity and nature of business of tenants, lease terms and square footage of leased space, sales of retail space, retailers operating in the District and comparable matters as required by any continuing disclosure agreement.

8.6 STAR Bond Limitations. Notwithstanding anything in this Agreement to the contrary, the parties intend for this Agreement to fully comply with all Applicable Laws and Requirements related to the issuance of the STAR Bonds.

ARTICLE 9

DEFAULT AND REMEDIES

9.1 Default Provisions. Developer shall be in default under this Agreement if:

(a) Developer fails to make any of the payments of money required by the terms of this Agreement or any of the Transaction Documents, and Developer fails to cure or remedy the same within 30 days after the UG has given Developer written notice specifying such default; or

(b) Developer fails to keep or perform any covenant or obligation herein contained on Developer's part to be kept or performed, and Developer fails to remedy the same within 60 days after the UG has given Developer written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by Developer within such period and diligently pursued until the default is corrected; or

(c) A default shall exist or occur with respect to any of the duties or obligations of Developer or any Affiliates of Developer under any of the Transaction Documents, which Developer or such Affiliates fail to cure or remedy within any cure period provided in the Transaction Documents; or

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

(e) Developer breaches the representations and warranties set forth in this Agreement and fails to cure or correct same within 30 days of notice from the UG.

In the event of such default, the UG may take such actions, or pursue such remedies, as exist hereunder, under any of the other Transaction Documents or at law or in equity, and Developer covenants to pay and to indemnify the UG against all reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of the UG in connection with the enforcement of such actions or remedies, but only to the extent the Person against whom the UG initiated the enforcement action actually violated the requirements of this Agreement.

9.2 Rights and Remedies. The rights and remedies reserved by the UG hereunder and those provided by law shall be construed as cumulative and continuing rights, no one of which shall be exhausted by the exercise of any one or more of such rights or remedies on any one or more occasions. Whenever any default by Developer shall have occurred and be continuing, subject to applicable cure periods as set forth above, the UG may: (i) refuse to approve any further Certificates of Expenditure and make any further disbursements of STAR Bond Proceeds and/or CID Proceeds unless and until

such default is cured by the Developer; (ii) terminate any CID; (iii) terminate any IRB financing provided under this Agreement; (iv) terminate this Agreement; (v) exercise any remedies provided to the UG under the Bond Documents (if, and to the extent that, Developer is in default thereunder); (vi) set-off any amounts due or owing from the Developer to the UG (including without limitation any amounts under or referred to in Sections 4.7(b) and 4.8) against any payment(s) due or owing from the UG to the Developer; and/or (vii) any other rights or remedies available to the UG at law or equity. The UG shall be entitled to specific performance and injunctive or other equitable relief (other than to compel construction) for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. The UG shall additionally be entitled to any right and remedy provided to it in the Transaction Documents, provided that, notwithstanding anything in this Agreement to the contrary, under no circumstances shall Developer be liable for remote or consequential damages (including, but not limited to, lost tax revenues) in connection with this Agreement. Failure by the UG to enforce any such rights shall not be deemed a waiver thereof. The parties further agree as follows:

(a) Any payment of the Developer to the UG which is required hereunder which is not received by the UG within the cure period set forth in Section 9.1(a) above shall bear interest from the date originally due at the Prime Rate plus 4%, or, if less, the maximum rate permitted by law.

(b) In the event of any default by Developer hereunder, the UG may take such actions, or pursue such remedies, as exist hereunder, under any of the other Transaction Documents, or at law or in equity; and if the UG is the prevailing party in an action to enforce its remedies hereunder or under any of the other Transaction Documents, the UG shall be entitled to reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of the UG in connection with the enforcement of such actions or remedies, but only if a court determines that Developer did default beyond any applicable cure period.

(c) Notwithstanding anything to the contrary in this Agreement, in the event of Developer's default under this Agreement related solely to the deadlines for Commencement of Construction or Substantial Completion of the Themed Hotel as set forth in Section 6.6, the UG shall not as a result of such default cease certifying STAR Bond Costs or disbursing to Developer the proceeds of STAR Bonds issued prior to such default under the terms of this Agreement, except provided that the UG shall not be required to disburse any STAR Bond Proceeds that are escrowed at the STAR Bond Closing pursuant to the STAR Bond Indenture related to the Themed Hotel if the release of such escrow is conditioned on the Themed Hotel having completed construction, opened and operating for business (or the release of such escrow is conditioned on any other similar conditions contained in the STAR Bond Indenture related to the construction or operation of the Themed Hotel).

9.3 Default by the UG. The UG shall be in default under this Agreement if the UG fails to keep or perform any covenant or obligation herein contained on the UG's part to be kept or performed, and the UG fails to remedy the same within 30 days after Developer has given the UG written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by the UG within such period and diligently pursued until the default is corrected. If a default by the UG occurs under this Agreement and is continuing, Developer may take whatever action at law or in equity as may appear necessary or desirable to enforce

performance and observance by the UG of any provision of this Agreement, however, the UG's liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall the UG be liable for any remote or consequential damages. Developer shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceedings in equity. Developer shall additionally be entitled to any right or remedy provided to it in the Transaction Documents, provided, under no circumstances shall the UG be liable for remote or consequential damages.

In the event of such default, Developer may take such actions, or pursue such remedies, as exist hereunder, under any of the other Transaction Documents, or at law or in equity; and if Developer is the prevailing party in an action to enforce its remedies hereunder or under any of the other Transaction Documents, Developer shall be entitled, subject to Applicable Laws and Requirements, to reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of Developer in connection with the enforcement of such actions or remedies.

ARTICLE 10

MISCELLANEOUS

10.1 Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

10.2 Force Majeure. In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, strikes, lockouts, unavailability of sufficient trade laborers or materials, global pandemic such as COVID-19 or similar local health emergency, failure of power or other insufficient utility service, riots, insurrection, environmental remediation required by the appropriate Government Authorities, discovery of cultural, archeological or paleontological resources or endangered species, any lawsuit seeking to restrain, enjoin, challenge or delay construction, failure of the UG to timely approve the Plans and Specifications/Construction Documents, war, terrorism or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement ("Force Majeure"), then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations under this Agreement because of a lack of funds.

10.3 Covenants of Parties.

(a) Representations and Warranties of Developer. Developer represents and warrants to the UG as follows:

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

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

(iii) No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will contravene the organizational documents of Developer or any provision of law, statute, rule or regulation to which Developer is subject, or to any judgment, decree, license, order or permit applicable to Developer, or will conflict or be inconsistent with, or will result in any breach of any of the terms of the covenants, conditions or provisions of any indenture, mortgage, deed of trust, agreement or other instrument to which Developer is a party, by which Developer is bound, or to which Developer is subject. Without limiting the generality of the foregoing, Developer hereby specifically represents and warrants to the UG that the land use restrictions and any threatened litigation by the U.S. Soccer Facility related thereto have been fully resolved and will not interfere with the construction, opening and/or operation of the Homefield Project.

(iv) No Consents. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the due execution and delivery by Developer of this Agreement. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the performance by Developer of this Agreement or the consummation of the transactions contemplated hereby except for zoning, building and other customary permits to be obtained from the UG or other governmental units.

(v) Valid and Binding Obligation. This Agreement is the legal, valid and binding obligation of Developer, enforceable against Developer in accordance with the terms hereof.

(b) Representations and Warranties of the UG. The UG represents and warrants to Developer as follows:

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

(ii) No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will contravene the ordinances, rules, regulations of the UG or the laws of the State nor result in a breach, conflict with or be inconsistent with any terms, covenants, conditions or provisions of any indenture, agreement or other instrument by which the UG is bound or to which the UG is subject.

(iii) No Consents. Except as set forth in Section 3.1 hereof, no consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the due execution and delivery by the UG of this Agreement. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the performance by the UG of this Agreement or the consummation of the transactions contemplated hereby.

(iv) Valid and Binding Obligation. This Agreement is the legal, valid and binding obligation of the UG enforceable against the UG in accordance with its terms.

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

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

10.6 Invalidity of Any Provisions. If for any reason any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

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

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

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

10.10 Consents and Approvals. Wherever in this Agreement it is provided that the UG or Developer shall, may or must give its approval or consent, the UG or Developer shall not, unless specifically herein provided otherwise, unreasonably withhold, condition, delay or refuse to give such approvals or consents. It is agreed, however, that the sole right and remedy for Developer or the UG in any action concerning the other's reasonableness will be action for declaratory judgment and/or specific performance, and in no event shall either such party be entitled to claim damages of any type or nature in any such action.

10.11 Notices. All notices required or desired to be given hereunder shall be in writing and all such notices and other written documents required or desired to be given hereunder shall be deemed duly served and delivered for all purposes if (i) delivered by nationally recognized overnight delivery service; (ii) delivered by electronic mail (with follow up within two (2) business days by United States

Mail or nationally recognized overnight delivery service); or (iii) delivered in person, in each case if addressed to the parties set forth below:

The Unified Government Clerk
The Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street, Suite 323
Kansas City, Kansas 66101
Telephone: (913) 573-5260
Email: bcobbins@wycokck.org

with a copy to:

Misty Brown, Esq.
Chief Counsel
The Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street, Suite 961
Kansas City, Kansas 66101
Telephone: (913) 573-5060
Email: mbrown@wycokck.org

and a copy to:

County Administrator
The Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street, 9th Floor
Kansas City, Kansas 66101
Telephone: (913) 573-5030

and a copy to:

Todd A. LaSala, Esq.
Stinson LLP
1201 Walnut Street, Suite 2900
Kansas City, Missouri 64106
Telephone: (816) 842-8600
Email: todd.lasala@stinson.com

and a copy to:

Gina Riekhof, Esq.
Gilmore & Bell, P.C.
2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108
Telephone: (816) 221-1000
Email: griekhof@gilmorebell.com

and a copy to:

Bond Trustee
Security Bank of Kansas City

Attn: Pete Gardner
701 Minnesota Avenue
Kansas City, Kansas 66101
Telephone: (913) 281-3165
Email: pgardner@securitybankkc.com

and to Developer at:

HFS KCK, LLC
Attn: Robb Heineman
520 W. Pennway Street
Kansas City, Missouri 64108
Email: Robb@homefieldkc.com

With a copy to:

Korb Maxwell, Esq.
Curt Petersen, Esq.
Polsinelli, PC
900 West 48th Place, Suite 900
Kansas City, Missouri 64112
Telephone: (816) 360-4327
Email: kmaxwell@polsinelli.com; cpetersen@polsinelli.com

All notices given by: (i) nationally recognized overnight delivery service, or (ii) electronic mail, and 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 (1) business day after they are so delivered. All notices given in person shall be deemed duly given when delivered.

10.12 Real Estate Commissions. Each party hereby agrees to indemnify and hold harmless the other from and against: (a) any and all, losses, liens, claims, judgments, liabilities, reasonable costs, expenses or damages (including reasonable attorneys' fees and court costs) of any kind or character arising out of or resulting from any duty or responsibility to pay any commission or make any other payment by either Developer or the UG; or (b) arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by Developer or on its behalf with any other broker, agent or finder in connection with this Agreement or the transactions contemplated hereby (including without limitation, Developer's subsequent transactions with third parties for the retail or other portions of the Site). Notwithstanding anything to the contrary contained herein, this Section 10.12 shall survive the STAR Bond Closing, the UG Property Closing or any termination of this Agreement.

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

10.14 Run with the Land. Subject to Section 7.13(a) which limits the obligations hereunder that a Store Operator will have by virtue of owning land within the District, this Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors and assigns and

shall run with the land (i.e., the Site). At closing on the SVV Site and the UG Property Closing, the parties shall record a memorandum describing this Agreement in the land records of Wyandotte County, Kansas.

10.15 Tax Implications. Developer acknowledges and agrees that (a) neither the UG nor any of its officials, employees, consultants, attorneys or other agents has provided to Developer any advice regarding the federal or state income tax implications or consequences of this Agreement, and the transactions contemplated hereby; and (b) Developer is relying solely upon its own tax advisors in this regard.

10.16 Electronic Storage. The parties agree that the transactions described herein may be conducted and related documents may be received, sent or stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of page intentionally left blank. Signature pages follow.]

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

DEVELOPER:

HFS KCK, LLC, a Kansas limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2022 by _____ as _____ of HFS KCK, LLC, a Kansas limited liability company.

Printed Name: _____

Notary Public in and for said State

Commissioned in _____ County

My commission expires:

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EXHIBIT 1
DISTRICT – MAP

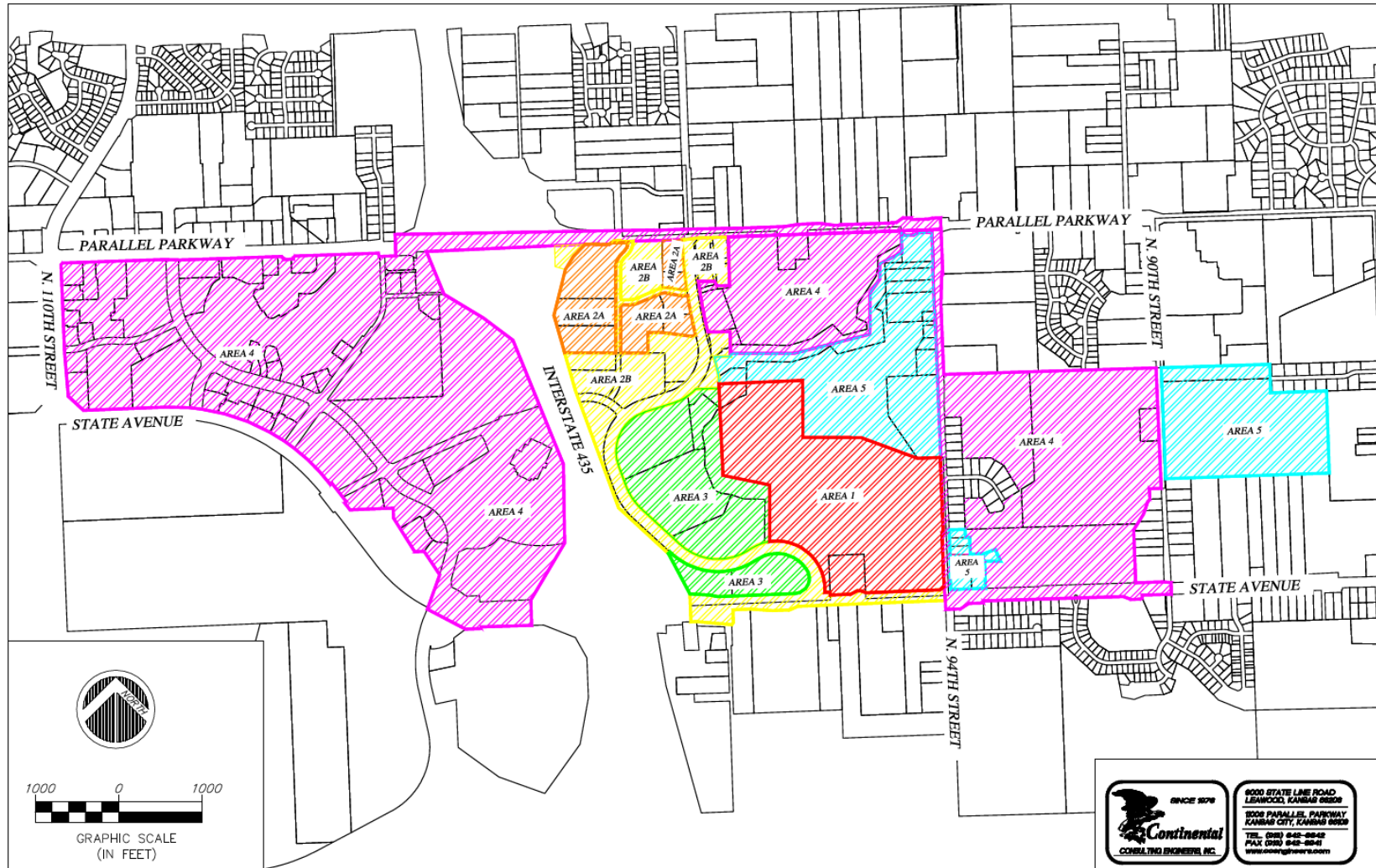


EXHIBIT 2

DISTRICT – LEGAL DESCRIPTION

Overall Star Bond Project Areas 1 thru 5 Description:

Part of platted and unplatted land in Section 01, Township 11 South, Range 23 East, Section 02, Township 11 South, Range 23 East, Section 11, Township 11 South, Range 23 East, Section 12, Township 11 South, Range 23 East, Section 35, Township 10 South, Range 23 East, Section 36, Township 10 South, Range 23 East, Section 6, Township 11 South, Range 24 East, and Section 7, Township 11 South, Range 24 East, all being in Kansas City, Wyandotte County, Kansas and being more particularly described as follows:

Star Bond Project Area 1

Part of Lot 1, Schlitterbahn Vacation Village, a subdivision in Kansas City, Wyandotte County, Kansas, along with a portion of unplatted land, all being in the Southeast Quarter of Section 1, Township 11 South, Range 23 East, being more particularly described as follows:

BEGINNING at the Northwest corner of the Southeast Quarter of said Section 1, Township 11 South, Range 23 East; thence North 87 degrees 30 minutes 09 seconds East, along the North line of said Southeast Quarter, a distance of 1,003.58 feet; thence South 00 degrees 00 minutes 00 seconds East, departing the North line of said Southeast Quarter, a distance of 685.13 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 696.01 feet; thence South 69 degrees 44 minutes 32 seconds East, a distance of 730.33 feet, to a point on the Easterly line of said Lot 1; thence North 87 degrees 45 minutes 28 seconds, along the Easterly line of said Lot 1, a distance of 272.37 feet, to a point on the West Right-of-Way line of N. 94th Street, as now established; thence South 02 degrees 14 minutes 32 seconds East, continuing along the Easterly line of said Lot 1, and along the West Right-of-Way line of said N. 94th Street, a distance of 910.24 feet; thence South 87 degrees 45 minutes 28 seconds West, continuing along the Easterly line of said Lot 1, and along the West Right-of-Way line of said N. 94th Street, a distance of 15.00 feet; thence South 02 degrees 14 minutes 32 seconds East, continuing along the Easterly line of said Lot 1, and along the West Right-of-Way line of said N. 94th Street, a distance of 645.04 feet to the point of intersection of the West Right-of-Way line said N. 94th Street and the North Right-of-Way line of State Avenue, as now established; thence South 53 degrees 02 minutes 04 seconds West, continuing along the Easterly line of said Lot 1, and along the North Right-of-Way line of said State Avenue, a distance of 61.51 feet; thence South 87 degrees 42 minutes 57 seconds West, along the South line of said Lot 1 and along the North Right-of-Way line of said State Avenue, a distance of 881.99 feet; thence North 64 degrees 52 minutes 17 seconds West, continuing along the South line of said Lot 1 and along the North Right-of-Way line of said State Avenue, a distance of 13.73 feet; thence in a Westerly direction, departing the South line of said Lot 1, and continuing along the North Right-of-Way line of said State Avenue, to a point of intersection of the South Right-of-Way line of said State Avenue and the South line of said Lot 1; thence South 87 degrees 42 minutes 57 seconds West, along the South line of

said Lot 1 and continuing along the North Right-of-Way line of said State Avenue, a distance of 61.75 feet, to the point of intersection of the North Right-of-Way line of said State Avenue and the Northeasterly Right-of-Way line of N. 98th Street, as now established; thence North 02 degrees 18 minutes 50 seconds West, departing the North Right-of-Way line of said State Avenue and along the Northeasterly Right-of-Way line of said N. 98th Street and continuing along the Southerly line of said Lot 1, a distance of 65.74 feet, to a point of curvature; thence Northerly, Northwesterly and Westerly, continuing along the Northeasterly Right-of-Way line of said N. 98th Street and along the Southerly line of said Lot 1 and along a curve to the left, having a radius of 575.00 feet and a central angle of 96 degrees 39 minutes 25 seconds, an arc length of 970.01 feet; thence North 00 degrees 00 minutes 00 seconds East, departing the Northeasterly Right-of-Way line of said N. 98th Street and the Southerly line of said Lot 1, a distance of 681.26 feet; thence North 78 degrees 38 minutes 12 seconds West, a distance of 570.99 feet, to a point on the West line of the Southeast Quarter of said Section 1; thence North 02 degrees 20 minutes 41 seconds West, along the West line of the Southeast Quarter of said Section 1, a distance of 1,102.14 feet to the POINT OF BEGINNING.

AND ALSO:

Project Area 2A Description:

All of Lots 1, 3, 4-A, 4-B & 7, along with part of Tracts A & B and Lots 5, & 6, Legends Auto Plaza, a subdivision in Kansas City, Wyandotte County, Kansas, being more particularly described as follows:

Tract 1:

All of Lots 1, 4-A & 4-B of said Legends Auto Plaza.

AND ALSO:

Tract 2:

BEGINNING at the Northeast corner of said Lot 3, said point also being the point of intersection of the South Right-of-Way line of Parallel Parkway and the West Right-of-Way line of N. 98th Street, as established with said Legends Auto Plaza; thence Southerly, along the East line of Lot 3, Tract B, and Lot 6, and along the West Right-of-Way line of said N. 98th Street, and along a curve to the left, whose initial tangent bearing of South 02 degrees 13 minutes 58 seconds East, having a radius of 5,804.58 feet and through a central angle of 05 degrees 58 minutes 07 seconds, an arc length of 604.68 feet; thence South 81 degrees 30 minutes 09 seconds West, departing the East line of said Lot 6 and the West Right-of-Way line of said N. 98th Street, a distance of 0.08 feet, to a point of curvature; thence Westerly, along a curve to the right, having a radius of 220.00 feet and through a central angle of 17 degrees 18 minutes 38 seconds, an arc length of 66.47 feet, to a point of tangency; thence North 81 degrees 11 minutes 14 seconds West, a distance of 138.78 feet, to a point of curvature; thence Westerly, along a curve to the left, having a radius of 280.00 feet and through a central angle of 17 degrees 48 minutes 27 seconds, an arc length of 87.02 feet, to a point on the Southerly prolongation of the West line of said Lot 3; thence North 00 degrees 00 minutes 50 seconds West, along the West line of said Lot 3 and its Southerly

prolongation, a distance of 576.20 feet, to the Northwest corner of said Lot 3, said point also being on the South Right-of-Way line of said Parallel Parkway; thence North 89 degrees 14 minutes 17 seconds East, along the North line of said Lot 3 and along the South Right-of-Way line of said Parallel Parkway, a distance of 175.43 feet; thence North 88 degrees 01 minutes 07 seconds East, continuing along the North line of said Lot 3 and the South Right-of-Way line of said Parallel Parkway, a distance of 59.91 feet, to the POINT OF BEGINNING.

AND ALSO:

Tract 3:

BEGINNING at the Southwest corner of said Lot 5, said point also being on the Easterly line of said Tract B; thence North 00 degrees 00 minutes 50 seconds West, along the West line of said Lot 5 and along the Easterly line of said Tract B, a distance of 559.99 feet, to a point of curvature; thence Northerly, Northeasterly and Easterly, continuing along the West line and along the North line of said Lot 5, and continuing along the Easterly line and along the Southerly line of said Tract B, and along a curve to the right, having a radius of 15.00 feet and through a central angle of 90 degrees 01 minutes 50 seconds, an arc length of 23.57 feet, to a point of tangency; thence South 89 degrees 59 minutes 00 seconds East, continuing along the North line of said Lot 5 and along the Southerly line of said Tract B, a distance of 79.87 feet, to a point of curvature; thence Easterly and Northeasterly, continuing along the North line of said Lot 5 and along the Southerly line of said Tract B, and along a curve to the left, having a radius of 330.00 feet and through a central angle of 23 degrees 15 minutes 39 second, an arc length of 133.97 feet, to a point of tangency; thence North 66 degrees 45 minutes 21 seconds East, continuing along the North line of said Lot 5 and along the Southerly line of said Tract B, and their Easterly prolongation, a distance of 256.87 feet, to a point of curvature; thence Northeasterly, Easterly and Southeasterly, along a curve to the right, having a radius of 185.00 feet and through a central angle of 38 degrees 46 minutes 48 seconds, an arc length of 125.22 feet, to a point of reverse curvature; thence Southeasterly and Easterly, along a curve to the left, having a radius of 515.00 and through a central angle of 06 degrees 50 minutes 11 seconds, an arc length of 61.45 feet, to a point of tangency; thence South 81 degrees 18 minutes 03 seconds East, a distance of 74.97 feet, to a point of curvature; thence Easterly, along a curve to the left, having a radius of 290.00 feet and through a central angle of 17 degrees 11 minutes 48 seconds, an arc length of 87.04 feet, to a point of tangency; thence North 81 degrees 30 minutes 09 seconds East, a distance of 0.14 feet, to a point on the East line of said Lot 6, said point also being on the West Right-of-Way line of said N. 98th Street, said point also being on a non-tangent curve; thence Southerly and Southeasterly, along the East line of Lots 6 and 7 and the Easterly line of said Tract B, and along a curve to the left, whose initial tangent bearing is South 08 degrees 53 minutes 33 seconds East, having a radius of 5,804.58 feet and through a central angle of 04 degrees 46 minutes 23 seconds, an arc length of 483.54 feet, to the Northeasterly corner of said Tract A; thence South 76 degrees 23 minutes 16 seconds West, departing the West Right-of-Way line of said N. 98th Street, a distance of 60.00 feet; thence North 82 degrees 31 minutes 36 seconds West, a distance of 330.64 feet; thence South 89 degrees 59 minutes 10 seconds West, a distance of 184.56 feet; thence South 00 degrees 01 minutes 03 seconds West, a distance of 241.90 feet, to a point on the South line of said Lot 5, said point also being on the North line of Lot 9 of said Legends Auto Plaza; thence North 89 degrees 58 minutes 57 seconds

West, along the South line of said Lot 5 and along the North line of said Lot 9 a distance of 328.41 feet, to the POINT OF BEGINNING.

AND ALSO:

Project Area 2B Description:

Part of Tract A, Lot Line Adjustment Survey, Lots 1 & 2, Schlitterbahn Vacation Village; All of Tract B, and all of that part of France Family Drive, State Avenue and N. 98th Street Right-of-Ways as established within Schlitterbahn Vacation Village, a subdivision in Kansas City, Wyandotte County, Kansas; All of Legends Auto Plaza, a subdivision in Kansas City, Wyandotte County, Kansas; along with a portion of unplatted land, lying in Section 1, Township 11 South, Range 23 East, and Section 12, Township 11 South, Range 23 East, all being more particularly described as follows:

BEGINNING at the Northeast corner of the Southwest Quarter of said Section 1, Township 11 South, Range 23 East; thence South 02 degrees 20 minutes 41 seconds East, along the East line of said Southwest Quarter, a distance of 49.99 feet, to a point on the South Right-of-Way line of France Family Drive, as now established; thence South 87 degrees 20 minutes 51 seconds West, along the South Right-of-Way line of said France Family Drive, a distance of 281.92 feet, to a point on a non-tangent curve; thence Southwesterly, departing the South Right-of-Way line of said France Family Drive, and along the Northeasterly prolongation of the Northerly line of Tract B of said Lot Line Adjustment Survey, and along a curve to the right, whose initial tangent bearing is South 44 degrees 08 minutes 09 seconds West, having a radius of 650.00 feet, and a central angle of 28 degrees 36 minutes 27 seconds, an arc length of 324.54 feet, to a point of tangency; thence South 72 degrees 44 minutes 36 seconds West, continuing along the Northerly line of said Tract B, a distance of 346.32 feet, to a point of curvature; thence Southwesterly, Southerly and Southeasterly, continuing along the Northerly line and along the Westerly line of said Tract B, and along a curve to the left, having a radius of 500.00 feet and a central angle of 92 degrees 50 minutes 42 seconds, an arc length of 810.22 feet, to a point on the Northeasterly Right-of-Way line of N. 98th Street, as now established, said point also being on the Westerly line of said Tract B, said point also being a point of tangency; thence South 20 degrees 06 minutes 06 seconds East, along the Northeasterly Right-of-Way line of said N. 98th Street and along the Westerly line of said Tract B, and along the Westerly Line of Tract A of said Lot Line Adjustment Survey, a distance of 253.32 feet, to a point of curvature; thence Southeasterly, continuing along the Northeasterly Right-of-Way line of said N. 98th Street and along the Westerly line of Tract A, of said Lot Line Adjustment Survey, and along a curve to the left, having a radius of 725.00 feet and a central angle of 27 degrees 18 minutes 33 seconds, an arc length of 345.56 feet, to a point of tangency; thence South 47 degrees 24 minutes 39 seconds East, continuing along the Northeasterly Right-of-Way line of said N. 98th Street and along the Westerly and Southerly line of Tract A, of said Lot Line Adjustment Survey, a distance of 624.55 feet, to a point of curvature; thence Southeasterly, Easterly and Northeasterly, continuing along the Northeasterly Right-of-Way line of said N. 98th Street and along the Southerly line of Tract A, of said Lot Line Adjustment Survey, and along a curve to the left, having a radius of 675.00 feet and a central angle of 76 degrees 58 minutes 27 seconds, an arc length of 906.83 feet, to a point of reverse curvature; thence Northeasterly, Easterly, Southeasterly and Southerly, continuing along the Northeasterly Right-of-Way line of said N.

98th Street and along the Southerly line of Tract A, of said Lot Line Adjustment Survey, and along a curve to the right, having a radius of 575.00 feet and a central angle of 122 degrees 03 minutes 50 seconds, an arc length of 1,224.99 feet, to a point of tangency; thence South 02 degrees 19 minutes 17 seconds East, continuing along the Northeasterly Right-of-Way line of said N. 98th Street and along the Southerly line of Tract A, of said Lot Line Adjustment Survey, a distance of 65.73 feet, to the point of intersection of the Northeasterly Right-of-Way line of said N. 98th Street and the North Right-of-Way line of State Avenue, as now established; thence North 87 degrees 42 minutes 57 seconds East, continuing along the Southerly line of Tract A, of said Lot Line Adjustment Survey, and along the North Right-of-Way line of said State Avenue, a distance of 61.74 feet, to the point of intersection of the North Right-of-Way line of said State Avenue and the Southerly line of Tract A, of said Lot Line Adjustment Survey, lying on the West side of an unplatted piece of land; thence Southerly, departing the Southerly line of Tract A, of said Lot Line Adjustment Survey, and continuing along the North Right-of-Way line of said State Avenue; thence Easterly, continuing along the North Right-of-Way line of said State Avenue, to the point of intersection of the North Right-of-Way line of said State Avenue and the Southerly line of Tract A, of said Lot Line Adjustment Survey, lying on the East side of an unplatted piece of land; thence South 64 degrees 52 minutes 17 seconds East, continuing along the North Right-of-Way line of said State Avenue and the Southerly line of Tract A, of said Lot Line Adjustment Survey, a distance of 13.73 feet; thence North 87 degrees 42 minutes 57 seconds East, continuing along the North Right-of-Way line of said State Avenue and the Southerly line of Tract A, of said Lot Line Adjustment Survey, a distance of 881.99 feet; thence North 53 degrees 02 minutes 04 seconds East, continuing along the North Right-of-Way line of said State Avenue and the Southerly line of Tract A, of said Lot Line Adjustment Survey, a distance of 61.51 feet, to the point of intersection of the North Right-of-Way line of said State Avenue and the West Right-of-Way line of N. 94th Street, as now established; thence Southerly, departing the North Right-of-Way line of said State Avenue, to the point of intersection of the West Right-of-Way line of said N. 94th Street and the South Right-of-Way line of said State Avenue; thence Westerly, along the South Right-of-Way line of said State Avenue to the point of intersection of the South Right-of-Way line of said State Avenue and the Easterly Right-of-Way line of Interstate Highway No. 435, as now established; thence Northerly, departing the South Right-of-Way line of said State Avenue and along the Easterly Right-of-Way line of said Interstate Highway No. 435 to the point of intersection of the Easterly Right-of-Way line of said Interstate Highway No. 435 and the North Right-of-Way line of said State Avenue, said point also being the Southwesterly corner of Tract A of said Schlitterbahn Vacation Village; thence South 86 degrees 36 minutes 43 seconds East, along the North Right-of-Way line of said State Avenue and the South line of said Tract A, a distance of 246.20 feet; thence South 77 degrees 39 minutes 21 seconds East, continuing along the North Right-of-Way line of said State Avenue and the South line of said Tract A, a distance of 92.23 feet; thence North 87 degrees 42 minutes 57 seconds East, continuing along the North Right-of-Way line of said State Avenue and the South line of said Tract A, and along the South line of Lot 3 of said Schlitterbahn Vacation Village, a distance of 925.88 feet to a point of curvature, said point also being the point of intersection of the North Right-of-Way line of said State Avenue and the Southwesterly Right-of-Way line of said N. 98th Street; thence Northeasterly, Northerly and Northwesterly, departing the North Right-of-Way line of said State Avenue, and along the Southwesterly Right-of-Way line of said N. 98th Street, and along the Easterly and Northeasterly line of said Lot 3, and along a curve to the left, having a radius of 182.00 feet and a central angle of 118 degrees 41 minutes 03

seconds, an arc length of 377.00 feet, to a point of compound curvature; thence Northwesterly, Westerly and Southwesterly, continuing along the Southwesterly Right-of-Way line of said N. 98th Street and along the Easterly and Northerly line of said Lot 3, and along a curve to the left, having a radius of 425.00 feet and a central angle of 93 degrees 25 minutes 01 seconds, an arc length of 692.93 feet, to a point of reverse curvature; thence Southwesterly, Westerly and Northwesterly, continuing along the Southwesterly Right-of-Way line of said N. 98th Street and the Northerly line of said Lot 3 and along the Northerly line of said Tract A, and along a curve to the right, having a radius of 825.00 feet and a central angle of 76 degrees 58 minutes 28 seconds, an arc length of 1,108.35 feet, to a point of tangency; thence North 47 degrees 24 minutes 39 seconds West, continuing along the Southwesterly Right-of-Way line of said N. 98th Street and the Northerly line of said Tract A, a distance of 29.19 feet, to the Southeast corner of Tract B of said Schlitterbahn Vacation Village; thence South 42 degrees 35 minutes 21 seconds West, departing the Southwesterly Right-of-Way line of said N. 98th Street, along the Southeasterly line of said Tract B, and continuing along the Northerly line of said Tract A, a distance of 25.00 feet, to a point on the Easterly Right-of-Way line of said Interstate Highway No. 435, said point also being on the Westerly line of said Tract B; thence North 47 degrees 24 minutes 39 seconds West, along the Easterly Right-of-Way line of said Interstate Highway No. 435 and the Westerly line of said Tract B, a distance of 814.00 feet; thence North 20 degrees 07 minutes 39 seconds West, continuing along the Easterly Right-of-Way line of said Interstate Highway No. 435 and the Westerly line of said Tract B, a distance of 1,498.22 feet to a point on the South line of the Northwest Quarter of said Section 1, said point also being the Southwest corner of said Legends Auto Plaza; thence North 15 degrees 56 minutes 18 seconds West, continuing along the Easterly Right-of-Way line of said Interstate Highway No. 435 and along the West line of said Legends Auto Plaza, a distance of 938.56 feet; thence North 13 degrees 58 minutes 29 seconds East, continuing along the Easterly Right-of-Way line of said Interstate Highway No. 435, and along the West line of said Legends Auto Plaza, a distance of 568.70 feet; thence North 74 degrees 54 minutes 27 seconds West, departing the Easterly Right-of-Way line of said Interstate Highway No. 435 and the West line of said Legends Auto Plaza, a distance of 130.08 feet; thence North 01 degrees 35 minutes 51 seconds West, a distance of 255.72 feet to the Westerly prolongation of the South Right-of-Way line of Parallel Parkway, as now established; thence North 88 degrees 01 minutes 07 seconds East, along the Westerly prolongation of the South Right-of-Way line of said Parallel Parkway, a distance of 370.61 feet, to the point of intersection of the Easterly Right-of-Way line of said Interstate Highway No. 435 and the South Right-of-Way line of said Parallel Parkway, said point also being the Northwest corner of said Legends Auto Plaza; thence North 88 degrees 01 minutes 07 seconds East, along the South Right-of-Way line of said Parallel Parkway, and along the North line of said Legends Auto Plaza, a distance of 150.00 feet; thence South 01 degrees 58 minutes 53 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway, and along the North line of said Legends Auto Plaza, a distance of 10.00 feet; thence North 88 degrees 01 minutes 07 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway, and along the North line of said Legends Auto Plaza, a distance of 140.02 feet; thence North 54 degrees 20 minutes 07 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway and along the North line of said Legends Auto Plaza, and their Northeasterly prolongation, a distance of 72.12 feet; thence North 88 degrees 01 minutes 07 seconds East, a distance of 61.99 feet; thence South 02 degrees 22 minutes 58 seconds East, a distance of 10.00 feet, to a point on the Westerly prolongation of the South Right-of-

Way line of said Parallel Parkway and of the North line of said Legends Auto Plaza; thence North 88 degrees 01 minutes 07 seconds East, along said Westerly prolongation and along the South Right-of-Way line of said Parallel Parkway, and along the North line of said Legends Auto Plaza, a distance of 451.28 feet; thence North 89 degrees 11 minutes 40 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway and along the North line of said Legends Auto Plaza, a distance of 243.64 feet; thence North 88 degrees 01 minutes 07 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway, and along the North line of said Legends Auto Plaza, a distance of 84.91 feet; thence North 82 degrees 59 minutes 09 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway, a distance of 170.99 feet, to a point on the North line of Tract A of said Lot Line Adjustment Survey; thence North 88 degrees 01 minutes 07 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway and along the North line of Tract A of said Lot Line Adjustment Survey, a distance of 173.97 feet; thence North 88 degrees 00 minutes 23 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway and the North line of Tract A of said Lot Line Adjustment Survey, a distance of 183.19 feet; thence South 00 degrees 55 minutes 56 seconds East, departing the South Right-of-Way line of said State Avenue and the North line of Tract A of said Lot Line Adjustment Survey, a distance of 582.69 feet; thence South 89 degrees 01 minutes 58 seconds West, a distance of 148.05 feet; thence North 29 degrees 19 minutes 48 seconds West, a distance of 62.94 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 190.36 feet, to a point on a non-tangent curve; thence Southerly, along a curve to the left, whose initial tangent bearing is South 07 degrees 20 minutes 18 seconds East, having a radius of 5,654.58 feet, and a central angle of 06 degrees 19 minutes 32 seconds, an arc length of 624.28 feet, to a point on a non-tangent line; thence North 89 degrees 03 minutes 39 seconds East, a distance of 264.66 feet; thence South 01 degrees 01 minutes 01 seconds East, a distance of 295.50 feet; thence South 89 degrees 01 minutes 58 seconds West, a distance of 195.18 feet, to a point on a non-tangent curve; thence Southerly, along a curve to the right, whose initial tangent bearing is South 13 degrees 19 minutes 19 seconds East, having a radius of 5,804.58 feet and a central angle of 02 degrees 43 minutes 40 seconds, an arc length of 276.34 feet, to a point on a non-tangent line, said point also being on the East line of the Northwest Quarter of said Section 1; thence South 02 degrees 19 minutes 21 seconds East, along the East line of said Northwest Quarter, a distance of 57.88 feet, to the POINT OF BEGINNING.

EXCEPTING therefrom, all of the following described tracts;

All of Lots 1, 3, 4-A, 4-B & 7, along with part of Tracts A & B and Lots 5, & 6, Legends Auto Plaza, a subdivision in Kansas City, Wyandotte County, Kansas, being more particularly described as follows:

Tract 1:

All of Lots 1, 4-A & 4-B of said Legends Auto Plaza.

AND ALSO:

Tract 2:

BEGINNING at the Northeast corner of said Lot 3, said point also being the point of intersection of the South Right-of-Way line of Parallel Parkway and the West Right-of-Way line of N. 98th Street, as established with said Legends Auto Plaza; thence Southerly, along the East line of Lot 3, Tract B, and Lot 6, and along the West Right-of-Way line of said N. 98th Street, and along a curve to the left, whose initial tangent bearing of South 02 degrees 13 minutes 58 seconds East, having a radius of 5,804.58 feet and through a central angle of 05 degrees 58 minutes 07 seconds, an arc length of 604.68 feet; thence South 81 degrees 30 minutes 09 seconds West, departing the East line of said Lot 6 and the West Right-of-Way line of said N. 98th Street, a distance of 0.08 feet, to a point of curvature; thence Westerly, along a curve to the right, having a radius of 220.00 feet and through a central angle of 17 degrees 18 minutes 38 seconds, an arc length of 66.47 feet, to a point of tangency; thence North 81 degrees 11 minutes 14 seconds West, a distance of 138.78 feet, to a point of curvature; thence Westerly, along a curve to the left, having a radius of 280.00 feet and through a central angle of 17 degrees 48 minutes 27 seconds, an arc length of 87.02 feet, to a point on the Southerly prolongation of the West line of said Lot 3; thence North 00 degrees 00 minutes 50 seconds West, along the West line of said Lot 3 and its Southerly prolongation, a distance of 576.20 feet, to the Northwest corner of said Lot 3, said point also being on the South Right-of-Way line of said Parallel Parkway; thence North 89 degrees 14 minutes 17 seconds East, along the North line of said Lot 3 and along the South Right-of-Way line of said Parallel Parkway, a distance of 175.43 feet; thence North 88 degrees 01 minutes 07 seconds East, continuing along the North line of said Lot 3 and the South Right-of-Way line of said Parallel Parkway, a distance of 59.91 feet, to the POINT OF BEGINNING.

AND ALSO:

Tract 3:

BEGINNING at the Southwest corner of said Lot 5, said point also being on the Easterly line of said Tract B; thence North 00 degrees 00 minutes 50 seconds West, along the West line of said Lot 5 and along the Easterly line of said Tract B, a distance of 559.99 feet, to a point of curvature; thence Northerly, Northeasterly and Easterly, continuing along the West line and along the North line of said Lot 5, and continuing along the Easterly line and along the Southerly line of said Tract B, and along a curve to the right, having a radius of 15.00 feet and through a central angle of 90 degrees 01 minutes 50 seconds, an arc length of 23.57 feet, to a point of tangency; thence South 89 degrees 59 minutes 00 seconds East, continuing along the North line of said Lot 5 and along the Southerly line of said Tract B, a distance of 79.87 feet, to a point of curvature; thence Easterly and Northeasterly, continuing along the North line of said Lot 5 and along the Southerly line of said Tract B, and along a curve to the left, having a radius of 330.00 feet and through a central angle of 23 degrees 15 minutes 39 second, an arc length of 133.97 feet, to a point of tangency; thence North 66 degrees 45 minutes 21 seconds East, continuing along the North line of said Lot 5 and along the Southerly line of said Tract B, and their Easterly prolongation, a distance of 256.87 feet, to a point of curvature; thence Northeasterly, Easterly and Southeasterly, along a curve to the right, having a radius of 185.00 feet and through a central angle of 38 degrees 46 minutes 48 seconds, an arc length of 125.22 feet, to a point of reverse curvature; thence Southeasterly and Easterly, along a curve to the left, having a radius of 515.00 and through a central angle of 06 degrees 50 minutes 11 seconds, an arc length of 61.45 feet, to a point of tangency; thence South 81 degrees 18

minutes 03 seconds East, a distance of 74.97 feet, to a point of curvature; thence Easterly, along a curve to the left, having a radius of 290.00 feet and through a central angle of 17 degrees 11 minutes 48 seconds, an arc length of 87.04 feet, to a point of tangency; thence North 81 degrees 30 minutes 09 seconds East, a distance of 0.14 feet, to a point on the East line of said Lot 6, said point also being on the West Right-of-Way line of said N. 98th Street, said point also being on a non-tangent curve; thence Southerly and Southeasterly, along the East line of Lots 6 and 7 and the Easterly line of said Tract B, and along a curve to the left, whose initial tangent bearing is South 08 degrees 53 minutes 33 seconds East, having a radius of 5,804.58 feet and through a central angle of 04 degrees 46 minutes 23 seconds, an arc length of 483.54 feet, to the Northeasterly corner of said Tract A; thence South 76 degrees 23 minutes 16 seconds West, departing the West Right-of-Way line of said N. 98th Street, a distance of 60.00 feet; thence North 82 degrees 31 minutes 36 seconds West, a distance of 330.64 feet; thence South 89 degrees 59 minutes 10 seconds West, a distance of 184.56 feet; thence South 00 degrees 01 minutes 03 seconds West, a distance of 241.90 feet, to a point on the South line of said Lot 5, said point also being on the North line of Lot 9 of said Legends Auto Plaza; thence North 89 degrees 58 minutes 57 seconds West, along the South line of said Lot 5 and along the North line of said Lot 9 a distance of 328.41 feet, to the POINT OF BEGINNING.

Project Area 3 Description:

Part of Lots 1 and 2, and all of Lot 3 and Tract A, Schlitterbahn Vacation Village, a subdivision in Kansas City, Wyandotte County, Kansas; being in Section 1, Township 11 South, Range 23 East, being more particularly described as follows:

COMMENCING at the Northeast corner of the Southwest Quarter of said Section 1, Township 11 South, Range 23 East; thence South 02 degrees 20 minutes 41 seconds East, along the East line of said Southwest Quarter, a distance of 49.99 feet, to the POINT OF BEGINNING; thence South 02 degrees 20 minutes 41 seconds East, continuing along the East line of said Southwest Quarter, a distance of 1,052.15 feet; thence South 78 degrees 38 minutes 12 seconds East, departing the East line of said Southwest Quarter, a distance of 570.99 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 681.26 feet, to a point on a non-tangent curve, said point also being on the Southerly line of said Lot 1, said point also being on the Northeasterly Right-of-Way line of N. 98th Street, as now established; thence Southwesterly, along the Southerly line of said Lot 1 and the Northeasterly Right-of-Way line of said N. 98th Street, and along a curve to the left, whose initial tangent bearing is South 81 degrees 01 minutes 18 seconds West, having a radius of 575.00 feet, and a central angle of 25 degrees 24 minutes 25 seconds, an arc length of 254.98 feet, to a point of reverse curvature; thence Southwesterly, Westerly and Northwesterly, continuing along the Southerly line of said Lot 1 and the Northeasterly Right-of-Way line of said N. 98th Street, and along a curve to the right, having a radius of 675.00 feet and a central angle of 76 degrees 58 minutes 27 seconds, an arc length of 906.83 feet, to a point of tangency, said point hereinafter referred to as Point "A"; thence North 47 degrees 24 minutes 39 seconds West, continuing along the Southerly line of said Lot 1 and the Northeasterly Right-of-Way line of said N. 98th Street, and along the Southwesterly line of said Lot 2, a distance of 624.55 feet, to a point of curvature; thence Northwesterly, continuing along the Southwesterly line of said Lot 2 and the Northeasterly Right-of-Way line of said N. 98th Street, and along a curve to the right, having a radius of

725.00 feet and a central angle of 27 degrees 18 minutes 33 seconds, an arc length of 345.56 feet, to a point of tangency; thence North 20 degrees 06 minutes 06 seconds West, continuing along the Southwesterly line of said Lot 2 and the Northeasterly Right-of-Way line of said N. 98th Street, a distance of 253.32 feet, to a point of curvature; thence Northwesterly, Northerly and Northeasterly, departing the Southwesterly line of said Lot 2 and the Northeasterly Right-of-Way line of said N. 98th Street, and along a curve to the right, having a radius of 500.00 feet and a central angle of 92 degrees 50 minutes 42 seconds, an arc length of 810.22 feet, to a point of tangency; thence North 72 degrees 44 minutes 36 seconds East, a distance of 346.32 feet, to a point of curvature; thence Northeasterly, along a curve to the left, having a radius of 650.00 feet and a central angle of 28 degrees 36 minutes 27 seconds, an arc length of 324.54 feet, to a point on the South Right-of-Way line of France Family Drive, as now established; thence North 87 degrees 20 minutes 51 seconds East, along the South Right-of-Way line of said France Family Drive, and its Easterly prolongation, a distance of 281.92 feet, to the POINT OF BEGINNING.

AND ALSO:

COMMENCING at the aforementioned Point "A"; thence South 53 degrees 36 minutes 09 seconds West, a distance of 152.81 feet, to a point on the Southwesterly Right-of-Way line of said N. 98th Street, said point also being on the Northerly line of said Tract A, said point also being the POINT OF BEGINNING; thence South 47 degrees 24 minutes 39 seconds East, along the Southwesterly Right-of-Way line of said N. 98th Street and the Northerly line of said Tract A, a distance of 29.19 feet to a point of curvature; thence Southeasterly, Easterly and Northeasterly, along the Southwesterly Right-of-Way line of said N. 98th Street and the Northerly line of said Tract A and the Northerly line of said Lot 3, and along a curve to the left, having a radius of 825.00 feet and a central angle of 76 degrees 58 minutes 28 seconds, an arc length of 1,108.35 feet, to a point of reverse curvature; thence Northeasterly, Easterly and Southeasterly, continuing along the Southwesterly Right-of-Way line of said N. 98th Street and the Northerly and Northeasterly line of said Lot 3, and along a curve to the right, having a radius of 425.00 feet and a central angle of 93 degrees 25 minutes 01 seconds, an arc length of 692.93 feet, to a point of compound curvature; thence Southeasterly, Southerly Southwesterly, and Westerly, continuing along the Southwesterly Right-of-Way line of said N. 98th Street and the Easterly line of said Lot 3, and along a curve to the right, having a radius of 182.00 feet and a central angle of 118 degrees 41 minutes 03 seconds, an arc length of 377.00 feet, to a point of tangency, said point also being the point of intersection of the Southwesterly Right-of-Way line of said N. 98th Street and the North Right-of-Way line of State Avenue, as now established; thence South 87 degrees 42 minutes 57 seconds West, along the North Right-of-Way line of said State Avenue and the South line of said Lot 3 and Tract A, a distance of 925.88 feet; thence North 77 degrees 39 minutes 21 seconds West, continuing along the North Right-of-Way line of said State Avenue and the South line of said Tract A, a distance of 92.23 feet; thence North 86 degrees 36 minutes 43 seconds West, continuing along the North Right-of-Way line of said State Avenue and the South line of said Tract A, a distance of 246.20 feet, to the point of intersection of the North Right-of-Way line of said State Avenue and the Easterly Right-of-Way line of Interstate Highway No. 435; thence North 27 degrees 56 minutes 39 seconds West, departing the North Right-of-Way line of said State Avenue, and along the Easterly Right-of-Way line of said Interstate Highway No.

435 and the Westerly line of said Tract A, a distance of 549.00 feet; thence North 42 degrees 35 minutes 21 seconds East, departing the Easterly Right-of-Way line of said Interstate Highway No. 435, and along the Westerly line of said Tract A, a distance of 25.00 feet, to the POINT OF BEGINNING.

AND ALSO:

Project Area 4 Description:

Part of platted and unplatted land in Section 01, Township 11 South, Range 23 East, Section 02, Township 11 South, Range 23 East, Section 11, Township 11 South, Range 23 East, Section 12, Township 11 South, Range 23 East, Section 35, Township 10 South, Range 23 East, Section 36, Township 10 South, Range 23 East, Section 6, Township 11 South, Range 24 East, and Section 7, Township 11 South, Range 24 East, all being in Kansas City, Wyandotte County, Kansas and being more particularly described as follows:

COMMENCING at the Northwest corner of the Northeast Quarter of said Section 1, Township 11 South, Range 23 East; thence South 01 degrees 58 minutes 52 seconds East, a distance of 50.00 feet, to a point on the South Right-of-Way line of Parallel Parkway, as now established, said point also being on the North line of Schlitterbahn Vacation Village, a subdivision in Kansas City, Wyandotte County, Kansas, said point also being the POINT OF BEGINNING; thence South 88 degrees 01 minutes 07 seconds West, along the South Right-of-Way line of said Parallel Parkway and the North line of said Schlitterbahn Vacation Village, a distance of 173.97 feet; thence South 82 degrees 59 minutes 09 seconds West, continuing along the South Right-of-Way line of said Parallel Parkway and the North line of said Schlitterbahn Vacation Village, a distance of 170.99 feet; thence South 88 degrees 01 minutes 07 seconds West, continuing along the South Right-of-Way line of said Parallel Parkway and the North line of said Schlitterbahn Vacation Village, a distance of 84.91 feet; thence South 89 degrees 14 minutes 18 seconds West, continuing along the South Right-of-Way line of said Parallel Parkway and the North line of said Schlitterbahn Vacation Village, a distance of 234.91 feet; thence South 88 degrees 01 minutes 07 seconds West, continuing along the South Right-of-Way line of said Parallel Parkway and the North line of said Schlitterbahn Vacation Village, and along the North line of Laffoons Lakeview, a subdivision in Kansas City, Wyandotte County, Kansas, a distance of 460.02 feet; thence North 02 degrees 22 minutes 58 seconds West, continuing along the South Right-of-Way line of said Parallel Parkway, a distance of 10.00 feet; thence South 88 degrees 01 minutes 07 seconds West, continuing along the South Right-of-Way line of said Parallel Parkway, a distance of 42.17 feet; thence South 54 degrees 19 minutes 23 seconds West, continuing along the South Right-of-Way line of said Parallel Parkway, a distance of 72.10 feet; thence South 88 degrees 01 minutes 07 seconds West, continuing along the South Right-of-Way line of said Parallel Parkway, a distance of 325.52 feet, to the point of intersection of the South Right-of-Way line of said Parallel Parkway and the East Right-of-Way line of Interstate Highway No. 435, as now established; thence Westerly to the point of intersection of the South Right-of-Way line of said Parallel Parkway and the West Right-of-Way line of said Interstate Highway No. 435; thence Southeasterly, along the West Right-of-Way line of said Interstate Highway No. 435, to the point of intersection of the West Right-of-Way line of said Interstate Highway No. 435 and the Northerly Right-of-Way line of State Avenue, as now established; thence Southerly, continuing along the West Right-of-Way line of said

Interstate Highway No. 435, to the point of intersection of the West Right-of-Way line of said Interstate Highway No. 435 and the South Right-of-Way line of said State Avenue; thence Westerly, along the South Right-of-Way line of said State Avenue, to the point of intersection of the South Right-of-Way line of said State Avenue and the Easterly Right-of-Way line of Village West Parkway, as now established; thence Northwesterly to the point of intersection of the Southwesterly Right-of-Way line of said State Avenue and the Westerly Right-of-Way line of said Village West Parkway; thence Northeasterly to the point of intersection of the Northeasterly Right-of-Way line of said State Avenue and the Westerly Right-of-Way line of said Village West Parkway; thence Northwesterly then Westerly, along the Northeasterly and Northerly Right-of-Way line of said State Avenue, to the point of intersection of the Northerly Right-of-Way line of said State Avenue and the East Right-of-Way line of 110th Street, as now established; thence Northerly, along the East Right-of-Way line of said 110th Street, to the point of intersection of the East Right-of-Way line of said 110th Street and the South Right-of-Way line of said Parallel Parkway; thence Easterly, along the South Right-of-Way line of said Parallel Parkway, to the point of intersection of the South Right-of-Way line of said Parallel Parkway and the Southerly prolongation of the East line of Parallel Heights, a subdivision in Kansas City, Wyandotte County, Kansas; thence Northerly, along said Southerly prolongation and along the East line of said Parallel Heights, to the point of intersection of the North Right-of-Way line of said Parallel Parkway and the West Right-of-Way line of said Interstate Highway No. 435; thence Easterly, to the point of intersection of the North Right-of-Way line of said Parallel Parkway and the East Right-of-Way line of said Interstate Highway No. 435; thence Easterly, along the North Right-of-Way line of said Parallel Parkway, to the point of intersection of the North Right-of-Way line of said Parallel Parkway and the Northerly prolongation of the East Right-of-Way line of N. 94th Street, as now established; thence Southerly, along said Northerly prolongation and along the East Right-of-Way line of said N. 94th Street, to the point of intersection of the East Right-of-Way line of said N. 94th Street and the North line of the Southwest Quarter of said Section 6, Township 11 South, Range 24 East; thence Easterly, along the North line of said Southwest Quarter to the point of intersection of the North line of said Southwest Quarter and the West Right-of-Way line of N. 90th Street, as now established; thence Southerly, along the West Right-of-Way line of said N. 90th Street, to the Northeast corner of Parcel No. 938501; thence Westerly, along the North line of said Parcel No. 938501, to the Northwest corner thereof; thence Southerly, along the West line of Parcel Nos. 938501 thru 938508, to the Southwest corner of said Parcel No. 938508, said point also being on the North Right-of-Way line of said State Avenue; thence Easterly, along the North Right-of-Way line of said State Avenue, to the point of intersection of the North Right-of-Way line of said State Avenue and the West Right-of-Way line of said N. 90th Street; thence Easterly to the point of intersection of the North Right-of-Way line of said State Avenue and the East Right-of-Way line of said N. 90th Street; thence Southerly, to the point of intersection of the East Right-of-Way line of said N. 90th Street and the South Right-of-Way line of said State Avenue; thence Westerly, along the South Right-of-Way line of said State Avenue, to the point of intersection of the Westerly prolongation of the South Right-of-Way line of said State Avenue and the West Right-of-Way line of said N. 94th Street; thence Northerly, to the point of intersection of the West Right-of-Way line of said N. 94th Street and the South Right-of-Way line of said State Avenue; thence Northerly, to the point of intersection of the West Right-of-Way line of said N. 94th Street and the North Right-of-Way line of said State Avenue, said point also being on the East line of said Schlitterbahn Vacation Village; thence North 02 degrees 14 minutes 32 seconds West, along the West

Right-of-Way line of said N. 94th Street and the East line of said Schlitterbahn Vacation Village, a distance of 645.04 feet; thence North 87 degrees 45 minutes 28 seconds East, continuing along the West Right-of-Way line of said N. 94th Street and the East line of said Schlitterbahn Vacation Village, a distance of 15.00 feet; thence North 02 degrees 14 minutes 32 seconds West, continuing along the West Right-of-Way line of said N. 94th Street and the East line of said Schlitterbahn Vacation Village, a distance of 910.24 feet, to the point of intersection of the East line of said Schlitterbahn Vacation Village and the West Right-of-Way line of said N. 94th Street at the Southeast corner of an unplatted tract of land; thence Northerly, departing the East line of said Schlitterbahn Vacation Village, and continuing along the West Right-of-Way line of said N. 94th Street, and along the East line of an unplatted tract of land and along the East line of Shepherd Hills, a subdivision in Kansas City, Wyandotte County, Kansas, to the point of intersection of the East line of said Schlitterbahn Vacation Village and the West Right-of-Way line of said N. 94th Street; thence North 02 degrees 11 minutes 59 seconds West, along the East line of said Schlitterbahn Vacation Village and continuing along the West Right-of-Way line of said N. 94th Street, a distance of 50.00 feet, to the point of intersection of the East line of said Schlitterbahn Vacation Village and the West Right-of-Way line of said N. 94th Street; thence Northerly, departing the East line of said Schlitterbahn Vacation Village, and continuing along the West Right-of-Way line of said N. 94th Street, and along the East line of Replat of Lots 5 to 37, Shepherd Hills, a subdivision in Kansas City, Wyandotte County, Kansas, and along the East line of unplatted tracts of land, to the point of intersection of the West Right-of-Way line of said N. 94th Street and the South Right-of-Way line of said Parallel Parkway; thence Westerly, along the South Right-of-Way line of said Parallel Parkway, to the point of intersection of South Right-of-Way line of said Parallel Parkway and the North line of said Schlitterbahn Vacation Village at the Northwest corner of an unplatted tract of land; thence South 02 degrees 11 minutes 59 seconds East, departing the South Right-of-Way line of said Parallel Parkway, and along the East line of said Schlitterbahn Vacation Village, a distance of 245.05 feet; thence South 62 degrees 48 minutes 12 seconds West, departing the East line of said Schlitterbahn Vacation Village, a distance of 301.92 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 181.85 feet; thence South 34 degrees 59 minutes 43 seconds West, a distance of 207.82 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 492.40 feet; thence South 75 degrees 42 minutes 31 seconds West, a distance of 930.96 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 770.80 feet; thence North 01 degrees 01 minutes 01 seconds West, a distance of 258.55 feet; thence South 89 degrees 03 minutes 39 seconds West 264.66 feet, to a point on a non-tangent curve; thence Northerly, along a curve to the right, whose initial tangent bearing is North 13 degrees 39 minutes 50 seconds West, having a radius of 5,654.58 feet and a central angle of 06 degrees 19 minutes 32 seconds, an arc length of 624.28 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 190.36 feet; thence South 29 degrees 19 minutes 48 seconds East, a distance of 62.94 feet; thence North 89 degrees 01 minutes 58 seconds East, a distance of 148.05 feet; thence North 00 degrees 55 minutes 56 seconds West, a distance of 582.69 feet, to a point on the North line of said Schlitterbahn Vacation Village, said point also being on the South Right-of-Way line of said Parallel Parkway; thence South 88 degrees 00 minutes 23 seconds West, along the North line of said Schlitterbahn Vacation Village and the South Right-of-Way line of said Parallel Parkway, a distance of 183.19 feet, to the POINT OF BEGINNING.

EXCEPTING therefrom Lots 1 thru 16, Lots 23 thru 34 and Lot 107, San Marcos Village Addition, a subdivision in Kansas City, Wyandotte County, Kansas, AND ALSO EXCEPTING Parcel Nos. 938509 and 938510.

AND ALSO:

Project Area 5 Description:

Part of Lot 1, Schlitterbahn Vacation Village, a subdivision in Kansas City, Wyandotte County, Kansas, along with a portion of unplatted land, all being in Section 1, Township 11 South, Range 23 East, being more particularly described as follows:

BEGINNING at the Southwest corner of the Northeast Quarter of said Section 1, Township 11 South, Range 23 East; thence North 02 degrees 19 minutes 21 seconds West, along the West line of said Northeast Quarter, a distance of 57.88 feet; thence North 11 degrees 57 minutes 29 seconds West, departing the West line of said Northeast Quarter, a distance of 276.31 feet; thence North 89 degrees 01 minutes 58 seconds East, a distance of 195.18 feet; thence North 01 degrees 01 minutes 01 seconds West, a distance of 36.96 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 770.80 feet; thence North 75 degrees 42 minutes 31 seconds East, a distance of 930.96 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 492.40 feet; thence North 34 degrees 59 minutes 43 seconds East, a distance of 207.82 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 181.85 feet; thence North 62 degrees 48 minutes 12 seconds East, a distance of 301.92 feet, to a point on the Easterly line of said Schlitterbahn Vacation Village; thence North 02 degrees 11 minutes 59 seconds West, along the Easterly line of said Schlitterbahn Vacation Village, a distance of 245.05 feet, to the point of intersection of the Easterly line of said Schlitterbahn Vacation Village and the South Right-of-Way line of Parallel Parkway, as now established; thence Easterly, along the South Right-of-Way line of said Parallel Parkway, to the point of intersection of the South Right-of-Way line of said Parallel Parkway and the West Right-of-Way line of N. 94th Street, as now established; thence Southerly, along the West Right-of-Way line of said N. 94th Street and along the East line of an unplatted tract of land and along the East line of Replat of Lots 5 to 37, Shepherd Hills, a subdivision in Kansas City, Wyandotte County, Kansas, to the point of intersection of the West Right-of-Way line of said N. 94th Street and the Easterly line of said Schlitterbahn Vacation Village; thence South 02 degrees 11 minutes 59 seconds East, continuing along the West Right-of-Way line of said N. 94th Street, and along the East line of said Schlitterbahn Vacation Village, a distance of 50.00 feet, to the point of intersection of the Easterly line of said Schlitterbahn Vacation Village and the West Right-of-Way line of said N. 94th Street; thence Southerly, departing the East line of said Schlitterbahn Vacation Village, and continuing along the West Right-of-Way line of said N. 94th Street and along the East line of Shepherd Hills, a subdivision in Kansas City, Wyandotte County, Kansas, and along an unplatted tract of land, to the point of intersection of the East line of said Schlitterbahn Vacation Village and the West Right-of-Way line of said N. 94th Street, at the Southeast corner of an unplatted tract of land; thence South 87 degrees 45 minutes 28 seconds West, departing the West Right-of-Way line of said N. 94th Street, and along the Easterly line of said Schlitterbahn Vacation Village, a distance of 272.37 feet; thence North 69 degrees 44 minutes 32 seconds West, departing the Easterly line of said Schlitterbahn Vacation Village, a

distance of 730.33 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 696.01 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 685.13 feet, to a point on the North line of the Southeast Quarter of said Section 1; thence South 87 degrees 30 minutes 09 seconds West, along the North line of the Southeast Quarter of said Section 1, a distance of 1,003.58 feet, to the POINT OF BEGINNING.



AND

ALL THAT PART OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 11 SOUTH, RANGE 24, IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STARTING AT THE SOUTHWEST CORNER OF SECTION SIX (6), TOWNSHIP ELEVEN (11) SOUTH, RANGE TWENTY-FOUR (24), EAST OF THE SIXTH PRINCIPAL MERIDIAN, THENCE NORTH 100 FEET; THENCE EAST 29.7 FEET; THENCE SOUTH 30 FEET FOR A POINT OF BEGINNING; THENCE EAST 250 FEET; THENCE NORTH 190 FEET; THENCE WEST 250 FEET; THENCE SOUTH 190 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS OR PUBLIC RIGHTS OF WAY.

AND

Beginning at the Southwest corner of Section 6, Township 11 South, Range 24 East of the Sixth Principal Meridian, Wyandotte County, Kansas; thence North 100 feet, thence East 29.7 feet, thence South 30 feet for a point of beginning; thence East 417.42 feet, thence North 417.42 feet, thence West 417.42 feet, thence South 417.42 feet to the point of beginning, less that part taken or used for road purposes;

LESS AND EXCEPT the following described tract of land:

Starting at the Southwest corner of Section 6, Township 11 South, Range 24 East of the Sixth Principal Meridian, thence North 100 feet; thence East 29.7 feet; thence South 30 feet for a point of beginning; thence East 250 feet; thence North 190 feet; thence West 250 feet; thence South 190 feet to the point of beginning;

ALSO LESS AND EXCEPT that part conveyed by a Deed for Highway purposes to the State of Kansas filed September 15, 1966, in Book 2037, Page 364, as Document No. 704835.

AND

All that part of Tract 3 as shown on Certificate of Survey recorded as document number 2015-80600, being more particularly described as follows: commencing at the Northwest corner of said Tract 3, thence South 02 degrees 14 minutes 32 seconds West, with the west line of said Tract 3 a distance of 300.00 feet; thence North 88 degrees 10 minutes 44 seconds East, a distance of 410.41 feet to the point of beginning; thence North 68 degrees 55 minutes 13 seconds East, and no longer with the south line of said Tract 3, a distance of 141.31 feet; thence South 24 degrees 48 minutes 40 seconds East, a distance of 155.82 feet; thence South 89 degrees 57 minutes 06 seconds West, a distance of 193.68 feet to a point on the south line of said Tract 3; thence North 02 degrees 14 minutes 32 seconds East, with the south line of said Tract 3, a distance of 407.42 feet to the point of beginning. The above described tract contains 19,777 square feet or 0.45 acres. Also known as Lot 107 San Marcos Village.

AND

All that part of Tract 3 as shown on Certificate of Survey recorded as document number 2015-80600, being more particularly described as follows: beginning at the Northwest corner of said Tract 3, thence North 88 degrees 10 minutes 44 seconds East, with the north line of said Tract 3, a distance of 193.00 feet; thence South 02 degrees 14 minutes 32 seconds East, and no longer with the north line of said Tract 3, a distance of 199.80 feet; thence North 88 degrees 08 minutes 20 seconds East, a distance of 50.00 feet; thence South 02 degrees 14 minutes 32 seconds East, a distance of 200.24 feet to a point on the south line of said Tract 3; thence South 88 degrees 10 minutes 44 seconds West, with the south line of said Tract 3, a distance of 243.00 feet to a point on the west line of said Tract 3; thence North 02 degrees 14 minutes 32 seconds West, with the west line of said Tract 3, and no longer with the south line of said Tract 3, a distance of 300.00 feet to the point of beginning. The above described tract contains 67,909 square feet or 1.55 acres. Also known as Tracts 14, 15 and 16 of San Marcos Village Edition.

AND

A tract of land in the Southeast Quarter of Fractional Section 6, Township 11 South, Range 24 East of the Sixth Principal Meridian in Kansas City, Wyandotte County, Kansas, being more particularly described as follows:

Beginning at a point on the West line of the Southeast Quarter of said Fractional Section 6, said point being North $0^{\circ} 18' 36''$ East 1320.00 feet from the Southwest corner of the Southeast Quarter of said Fractional Section 6;

Thence North $0^{\circ} 18' 36''$ East 1165.28 feet, along said West line, to a point 169.57 feet South of the Northwest corner of the Southeast Quarter of said Fractional Section 6;

Thence South $89^{\circ} 16' 39''$ East 1312.24 feet, along a line parallel with the North line of the Southeast Quarter of said Fractional Section 6, to a point on the West line of "EVERHART'S ADDITION", a subdivision of land in Kansas City, Wyandotte County, Kansas, according to the recorded plat thereof and the center line of Walker Avenue as now established;

Thence South $0^{\circ} 22' 24''$ West 179.00 feet, to the Southwest corner of said "EVERHART'S ADDITION";

Thence South $89^{\circ} 37' 36''$ East 672.30 feet, along the South line of said EVERHART'S ADDITION;

Thence South $0^{\circ} 19' 23''$ West 987.08 feet, along a line parallel with the East line of the Southeast Quarter of said Fractional Section 6, to a point 1320.00 feet North of the South line of the Southeast Quarter of said Fractional Section 6;

Thence North $89^{\circ} 22' 23''$ West 1984.11 feet, along a line parallel with the South line of the Southeast Quarter of said Fractional Section 6, to the "point of beginning" of the tract herein described containing a gross area of 2,189,949 square feet or 50.2743 acres, more or less.

Subject to all right-of-ways, easements and restrictions of record.

AND

All of Lot 4, PROVIDENCE MEDICAL CENTER, a subdivision of land in Kansas City, Wyandotte County, Kansas, according to the recorded plat thereof.

AND

A tract of land In the Southeast Quarter of Fractional Section 6, Township 11 South, Range 24 East of the Sixth Principal Meridian in Kansas City, Wyandotte County, Kansas, more particularly described as follows:

Beginning at a point on the East line of the Southeast Quarter of said Fractional Section 6, said point being North 0°19'23" East 990.00 feet from the Southeast corner of the Southeast Quarter of said Fractional Section 6; Thence North 89°22'23" West 660.00 feet, along a line parallel with the South line of the Southeast Quarter of said Fractional Section 6; Thence North 0°19'23" East 1317.08 feet, along a line parallel with the East line of the Southeast Quarter of said Fractional Section 6, to a point on the South line of "EVERHART'S ADDITION", a subdivision of land In Kansas City, Wyandotte County, Kansas, according to the recorded plat thereof; Thence South 89°37'36" East 432.00 feet, along the South line of said "EVERHART'S ADDITION" to the Northwest corner of a certain tract of land filed for record In Book 2858 at Page 452 at the Wyandotte County Register of Deeds Office; Thence South 0°22'24" West 230.00 feet, along a line at right angles to the South line of said "EVERHART'S ADDITION", to the Southwest corner of said certain tract of land; Thence South 89°37'36" East 228.19 feet (230.00 feet by deed), along the South line of said certain tract of land being parallel with the South line of said "EVERHART'S ADDITION", to a point on the East line of the Southeast Quarter of said Fractional Section 6; Thence South 0°19'23" West 240.00 feet, along said East line, to the Northeast corner of a certain tract of land filed for record In Book 1941 at Page 469 at the Wyandotte County Register of Deeds Office; Thence North 89°22'23" West 300.00 feet, along a line parallel with the South line of the Southeast Quarter of said Fractional Section 6, to the Northwest corner of said certain tract of land; Thence South 0°19'23" West 175.00 feet, along a line parallel with the East line of the Southeast Quarter of said Fractional Section 6, said line being the West line of said certain tract of land and the West line of a certain tract of land filed for record In Book 1135 at Page 79 at the Wyandotte County Register of Deeds Office, to the Southwest corner of said certain tract of land recorded In Book 1135 at Page 79; Thence South 89°22'23" East 300.00 feet, along the South line of said certain tract of land, said line being parallel with the South line of the Southeast Quarter of said Fractional Section 6, to a point on the East line of the Southeast Quarter of said Fractional Section 6; Thence South 0°19'23" West 15.00 feet, along said East line, to the Northeast corner of a certain tract of land filed for record in Book 1071 at Page 125 at the Wyandotte County Register of Deeds Office; Thence North 89°22'23" West 330.00 feet, along the North line of said certain tract of land being parallel with the South line of the Southeast Quarter of said Fractional Section 6; Thence South 0°19'23" West 132.00 feet, along the West line of said certain tract of land being parallel with the East line of the Southeast Quarter of said Fractional Section 6; Thence South 89°22'23" East 330.00 feet, along the South line of said certain tract of land, to a point on the East line of the Southeast

Quarter of said Fractional Section 6; Thence South $0^{\circ}19'23''$ West 528.00 feet, along said East line, to the point of beginning of the tract herein described.

AND

Beginning at a point 2,310 feet North of the Southeast corner of the Southeast Quarter of Section 6, Township 11, Range 24; thence West 230 feet; thence South 230 feet; thence East 230 feet; thence North 230 feet to the point of beginning, in Kansas City, Wyandotte County, Kansas, less that part taken or used for road purposes.

AND

A tract of land in the East one-half of Fractional Section 6, Township 11 South, Range 24 East of the Sixth Principal Meridian in Kansas City, Wyandotte County, Kansas being more particularly described as follows:

Beginning at the Northeast corner of the Northeast Quarter of said Fractional Section 6; thence South $0^{\circ}26'46''$ West 590.65 feet, along the East line of the Northeast Quarter of said Fractional Section 6; Thence North $89^{\circ}33'14''$ West 25.00 feet to a point on the West right-of-way line of 86th Street, as now established, said point also being on a curve concave to the South having a radius of 196.96 feet; thence Westerly 69.85 feet, along said curve to the left having a chord bearing South $80^{\circ}17'08''$ West 69.49 feet; thence South $70^{\circ}07'31''$ West 77.06 feet; thence South $0^{\circ}26'46''$ West 210.03 feet, along a line parallel with the East line of the Northeast Quarter of said Fractional Section 6, to a point on the center line of the abandoned right-of-way of the Kansas City Northwestern Railroad, as now established; thence South $70^{\circ}07'31''$ West 861.44 feet, along said center line, to the beginning of a curve concave to the Southeast having a radius of 1910.08 feet; thence Southwesterly 241.10 feet, along said center line and said curve to the left having a chord bearing South $66^{\circ}30'33''$ West 240.94 feet; thence South $0^{\circ}8'59''$ West 565.63 feet, along a line parallel with the West line of the Northeast Quarter of said Fractional Section 6, to a point on the South line of the Northeast Quarter of said Fractional Section 6; thence North $89^{\circ}16'39''$ West 139.57 feet, along said South line, to the Northerly prolongation of the West line of "Everharts Addition", a subdivision of land according to the record plat thereof; Thence South $0^{\circ}22'24''$ West 169.56 feet, along said Northerly prolongation to the center line of Walker Avenue as platted in said "Everhart's Addition"; Thence South $89^{\circ}16'39''$ West 1312.24 feet, along a line parallel with the North line of the Southeast Quarter of said Fractional Section 6, to a point on the West line of the Southeast Quarter of said Fractional Section 6; Thence North $0^{\circ}18'36''$ East 169.57 feet, along said West line, to the Northwest corner of the Southeast Quarter of said Fractional Section 6; Thence South $89^{\circ}16'39''$ East 1293.27 feet, along the North line of the Southeast Quarter of said Fractional Section 6; Thence North $0^{\circ}19'02''$ East 1802.48 feet to a point on the North line of the Northeast Quarter of said Fractional Section 6, said point being 1293.27 feet East of the Northwest corner of the Northeast Quarter of said Fractional Section 6; Thence South $89^{\circ}30'42''$ East 1355.21 feet, along said North line, to the point of beginning of the tract herein described.

EXHIBIT 3
SVV SITE – MAP



EXHIBIT 4

SVV SITE – LEGAL DESCRIPTION

LOTS 1, 3 AND 5, AND TRACTS A, B AND G, SCHLITTERBAHN VACATION VILLAGE SECOND PLAT A SUBDIVISION IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

AND

ALL THAT PART OF LOT 4, SCHLITTERBAHN VACATION VILLAGE, SECOND PLAT, A SUBDIVISION IN KANSAS CITY WYANDOTTE COUNTY, KANSAS, LYING IN THE SOUTH HALF OF SECTION 1, TOWNSHIP 11 SOUTH, RANGE 23 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERNMOST CORNER OF LOT 4, SCHLITTERBAHN VACATION VILLAGE, SECOND PLAT, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS; THENCE SOUTH 00 DEGREES 33 MINUTES 33 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 522.19 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4, SAID CORNER ALSO LYING ON A NON-TANGENT CURVES; THENCE IN A WESTERLY AND SOUTHWESTERLY DIRECTION, ALONG THE SOUTHERLY LINE OF SAID LOT 4 AND ALONG A CURVE TO THE LEFT WHOSE INITIAL TANGENT BEARS SOUTH 75 DEGREES 08 MINUTES 54 SECONDS WEST, HAVING A RADIUS OF 575.00 FEET, THROUGH A CENTRAL ANGLE OF 19 DEGREES 32 MINUTES 01 SECOND, AN ARC DISTANCE OF 196.03 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY DIRECTIONS CONTINUING ALONG SAID SOUTHERLY LINE AND ALONG THE SOUTHWESTERLY LINE OF SAID LOT 4 AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 675.00 FEET, THROUGH A CENTRAL ANGLE OF 76 DEGREES 58 MINUTES 27 SECONDS, AN ARC DISTANCE OF 906.83 FEET TO A POINT ON A NON-TANGENT LINE; THENCE NORTH 47 DEGREES 24 MINUTES 39 SECONDS WEST, CONTINUING ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 139.69 FEET TO A POINT; THENCE NORTH 66 DEGREES 53 MINUTES 22 SECONDS EAST, DEPARTING SAID SOUTHWESTERLY LINE, A DISTANCE OF 676.72 FEET TO A POINT; THENCE NORTH 21 DEGREES 51 MINUTES 02 SECONDS EAST A DISTANCE OF 256.70 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 4; THENCE SOUTH 70 DEGREES 17 MINUTES 39 SECONDS EAST, ALONG SAID NORTHEASTERLY LINE A DISTANCE OF 155.84 FEET TO A POINT; THENCE SOUTH 89 DEGREES 26 MINUTES 27 SECONDS EAST, CONTINUING ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 258.65 FEET TO THE POINT OF BEGINNING.

ALSO DESCRIBED AS LOT 4B, SCHLITTERBAHN VACATION VILLAGE, SECOND PLAT, A SUBDIVISION IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS AS SHOWN ON LOT SPLIT SURVEY RECORDED APRIL 2, 2018 AS DOCUMENT NO. [2018R-04142](#).

AND

LOTS 7, 8-B, 8-C, 8-D, 9 AND TRACTS A, B, C AND D, SCHLITTERBAHN VACATION VILLAGE, FOURTH PLAT, A SUBDIVISION IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

AND

LOT 7 AND TRACTS A AND B, LEGENDS AUTO PLAZA SECOND PLAT, A SUBDIVISION IN THE CITY OF KANSAS CITY WYANDOTTE COUNTY, KANSAS EXCEPT THAT PART PLATTED AS LEGENDS AUTO PLAZA, THIRD PLAT IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

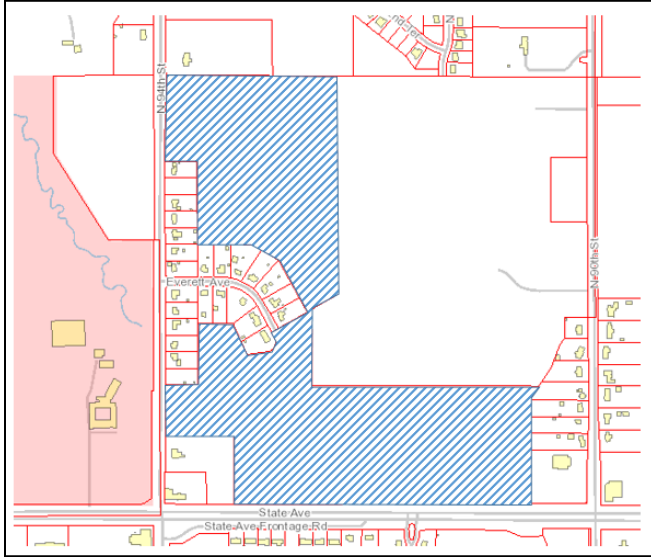
AND

LOT 9, AND TRACT B, LEGENDS AUTO PLAZA, THIRD PLAT A SUBDIVISION IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

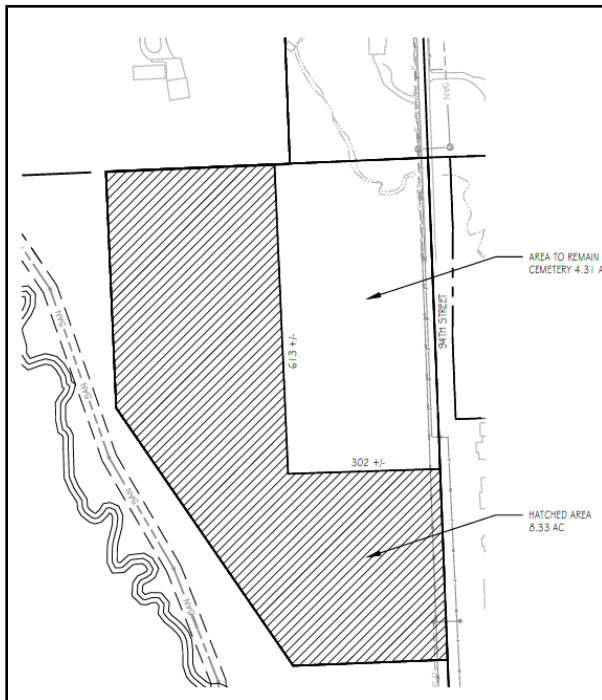
EXHIBIT 5

UG PROPERTY – DEPICTION

Speer Property:



Cemetery Property:



Fire Station Property:

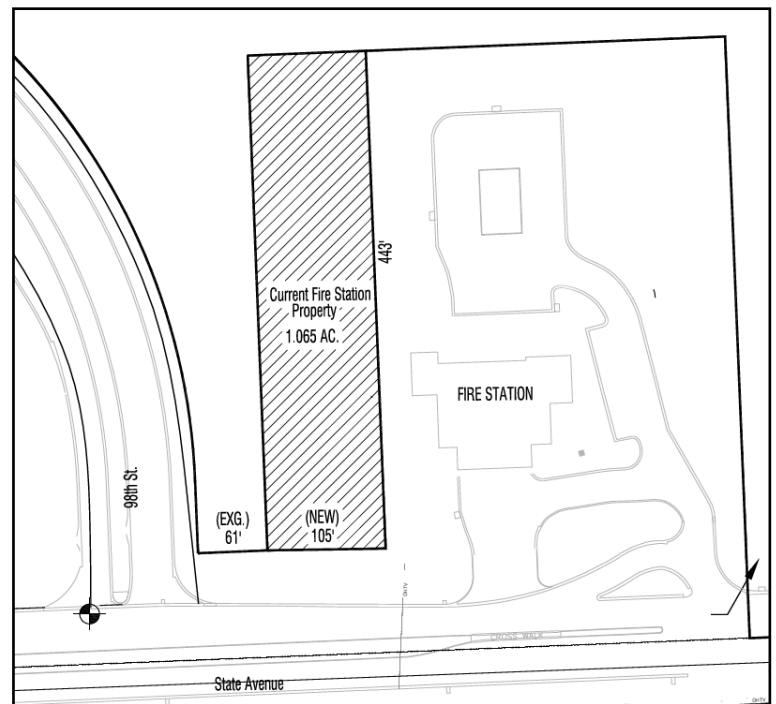


EXHIBIT 6

UG PROPERTY – LEGAL DESCRIPTION

[To be attached upon completion of Developer's ALTA survey]

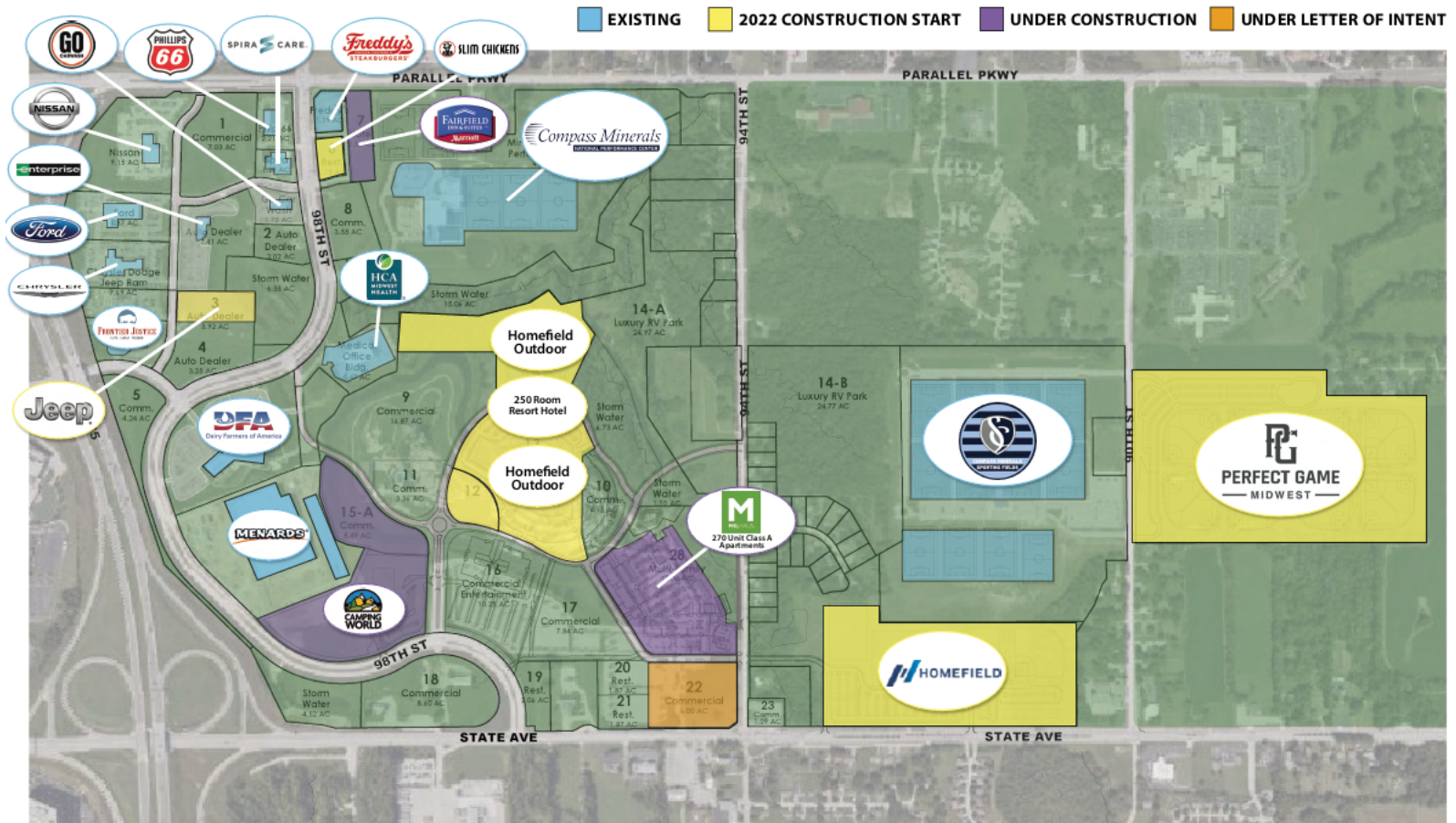
EXHIBIT 7

SITE – MAP



EXHIBIT 8

DEVELOPMENT PLAN



MASTER PLAN

KANSAS CITY, KANSAS

11 05 2021

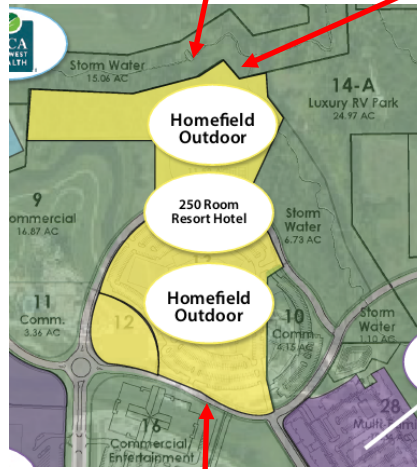
EXHIBIT 9

HOMEFIELD BUILDING – CONCEPT PLAN



EXHIBIT 10

HOMEFIELD OUTDOOR – CONCEPT PLAN



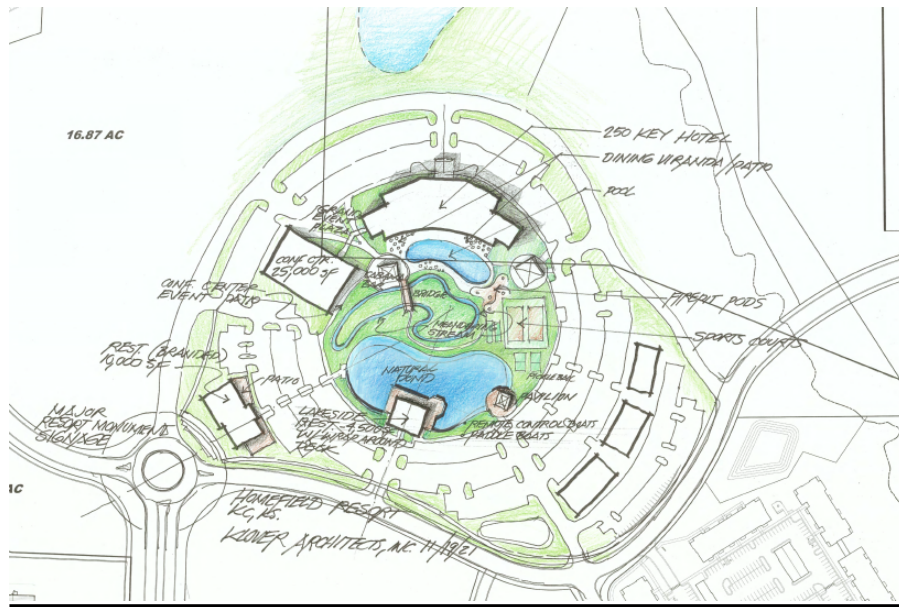


EXHIBIT 11
HOMEFIELD BASEBALL – CONCEPT PLAN

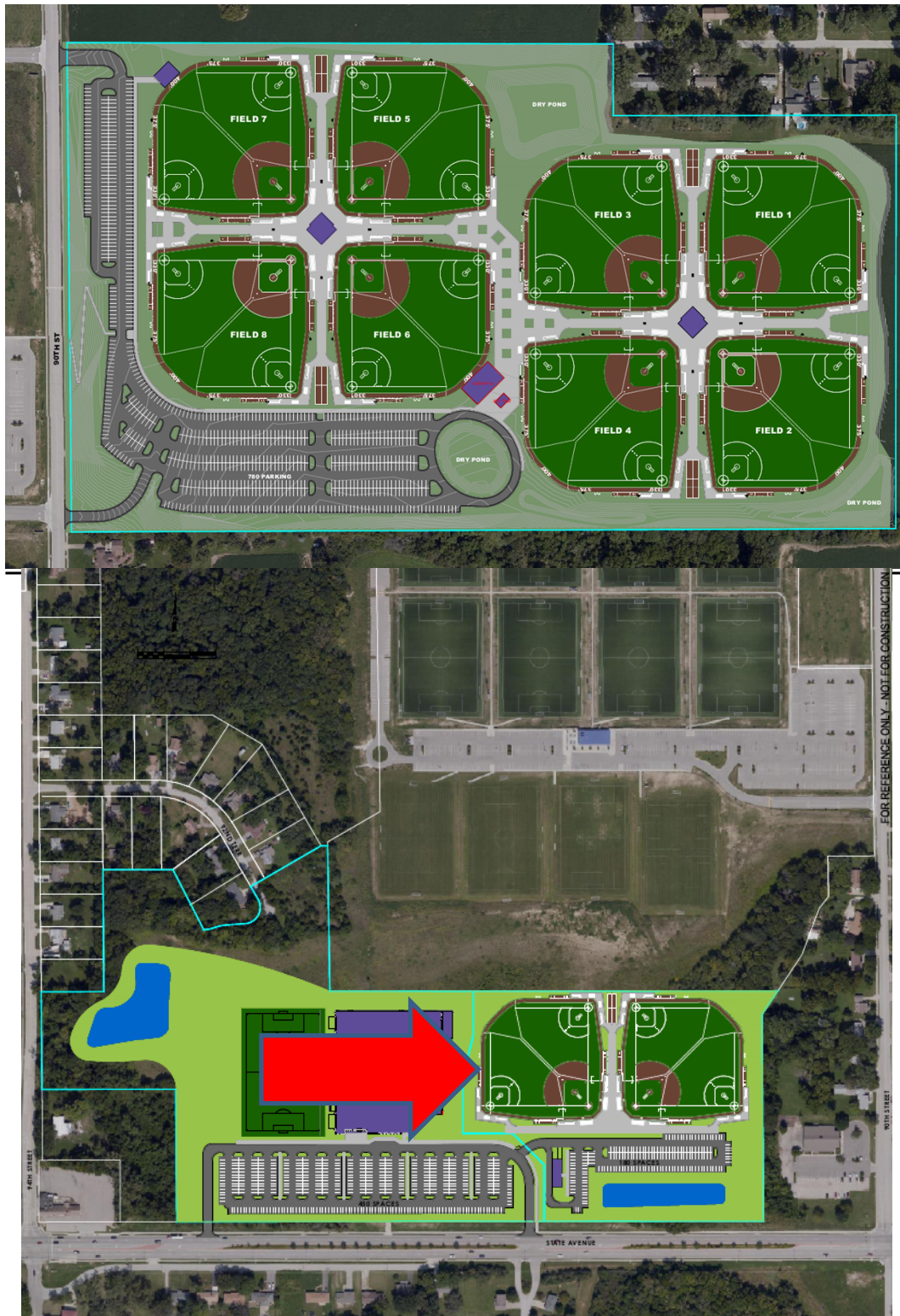


EXHIBIT 12

TOTAL PROJECT BUDGET

Item##	Estimated Project Cost	Private**I	STAR Bonds - Up to \$130MM*** II	STAR Bonds - Above \$130MM to \$150MM
Land Acquisition: SVV Site & Other	\$ 17,500,000			\$ 17,500,000
Homefield Project (Homefield Building; Homefield Outdoors; Homefield Baseball/Perfect Game)^	\$ 115,000,000		\$ 115,000,000	
Site Work and Other STAR bond Eligible Costs^^			\$ 15,000,000	
Site Work and Other STAR Bond Eligible Costs^^	See below^^			\$ 2,500,000
Resort Hotel	\$ 85,000,000	\$ 85,000,000		
Commercial (Lot 11)	\$ 12,200,000	\$ 12,200,000		
Sporting Fields, Field Upgrades & Restrooms	\$ 5,000,000	\$ 5,000,000		
Chevy Dealership	\$ 8,650,000	\$ 8,650,000		
Jeep Dealership	\$ 4,750,000	\$ 4,750,000		
Commercial (Lot 1)	\$ 9,000,000	\$ 9,000,000		
Auto Lot on 98th	\$ 4,225,000	\$ 4,225,000		
Commercial (Lot 9)	\$ 12,200,000	\$ 12,200,000		
Luxury RV Park - West	\$ 8,000,000	\$ 8,000,000		
Luxury RV Park - East	\$ 8,000,000	\$ 8,000,000		
Camping World	\$ 12,900,136	\$ 12,900,136		
Commercial (Lot 8)	\$ 30,200,000	\$ 30,200,000		
Commercial/Entertainment (Lot 16)	\$ 19,361,450	\$ 19,361,450		
Pinnacle Indoor Facility & Upgrades	\$ 12,000,000	\$ 12,000,000		
New Uses on Pinnacle Land	\$ 10,000,000	\$ 10,000,000		
Marriott Fairfield Inn & Suites (Lot 7)	\$ 12,880,000	\$ 12,880,000		
Commercial (Lot 17)	\$ 16,211,200	\$ 16,211,200		
Entertainment/Retail (Lot 10)	\$ 11,250,000	\$ 11,250,000		
Slim Chickens (Lot 6)	\$ 1,275,000	\$ 1,275,000		
Commercial (Lot 18)	\$ 57,100,000	\$ 57,100,000		
Restaurant (Lot 19)	\$ 920,000	\$ 920,000		
Restaurant (Lot 20)	\$ 2,312,500	\$ 2,312,500		
Restaurant (Lot 21)	\$ 2,312,500	\$ 2,312,500		
MOB (Lot 22)	\$ 30,000,000	\$ 30,000,000		
Restaurant (Lot 23)	\$ 2,450,000	\$ 2,450,000		
Retail on LoneStar Lot	\$ 8,000,000	\$ 8,000,000		
Limited Svc Hotel or Commercial (Lot 5)	\$ 18,450,000	\$ 18,450,000		
DFA Building #2	\$ 9,000,000	\$ 9,000,000		
Apartments	\$ 48,471,336	\$ 48,471,336		
Stadium Upgrades	\$ 40,000,000	\$ 40,000,000		
Professional Development, Design, Brokerage & Soft Costs	\$ 13,500,000	\$ 13,500,000		
TOTAL USES:	\$ 648,119,122	\$ 515,619,122	\$ 130,000,000	\$ 20,000,000

77983272.10

**Except as set forth in "B" below, amounts in the Private Costs column are not capped in any way for purposes of calculating Private Funds expended for purposes of satisfying STAR Bond public/private ratios under the Development Agreement.			
^Includes hard and soft costs, subject to STAR Bond Act. Estimated \$60mm (Homefield Building); \$15mm (Homefield Outdoor); and \$40mm (Homefield Baseball/Perfect Game, including Perfect Game land acquisition).			
!Homefield Project Costs may be paid with Private Funds in conjunction with the first issuance public/private ratio calculations and then reimbursed in whole or in part with a subsequent issuance of STAR Bond proceeds, subject to the applicable public/private ratio calculation.			
!!\$130mm plus above the line pay-off of 2015B Bonds.			
^^Site Work and Other STAR Bond Eligible costs^ are included within the various line items within the "Estimated Project Costs" column above and included in one aggregated separate line item for purposes of the STAR Bond columns above for reimbursement of any site work/infrastructure costs within the District.			
#Private Funds credit is capped as follows: Pinnacle Indoor Facility & Upgrades (\$6mm); retail on Lone Star Lot (\$4mm); DFA Building #2 (30% of actual costs); and Stadium Upgrades (\$20mm).			
##Subject to the limitations in "B", the estimated budget above is not exhaustive in describing line item expenses that can count as Private Funds for public/private ratio calculations for the STAR Bond issuances -- any Private Funds expended on other expenditures within the STAR Bond District shall qualify. However, any additional line item expenses added to the list above shall not be paid for or reimbursed with STAR Bond proceeds except under the line items labeled "Site Work and Other STAR Bond Eligible costs", pursuant to the terms of the STAR Bond Act.			
***Land Acquisition will be reimbursed only after the Homefield Project has been completed.			
^^^Reimbursable costs in this line item may include the following, subject to adjustment pursuant to Section 4.10 of the Development Agreement, and subject to the \$15,000,000 cap in Section 4.2(b):			
Cost overages from the Homefield Project	\$	5,000,000	
Theme Hotel - site work and reimbursable costs under the Act	\$	8,000,000	
Mass grading, infrastructure, and paving for Project Areas 1, 2B, and 3 (master plan and lot specific)	\$	10,000,000	
Master plan design, engineering, and planning	\$	2,000,000	

EXHIBIT 13

FORM OF CERTIFICATE OF EXPENDITURE

**CERTIFICATION OF EXPENDITURES
HOMEFIELD PROJECT**

Date: _____

Certification # _____

Governing Body of the Unified Government of
Wyandotte County/Kansas City, Kansas

In accordance with the Assignment, Assumption and Amended and Restated Development Agreement dated _____, 2020 (the "Agreement"), between the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG"), and HFS KCK, LLC (the "Developer"), Developer hereby certifies, with respect to all payment amounts requested pursuant to this Certificate to be disbursed for payment of, or reimbursement of Developer for, the cost of financing the Improvements, as follows:

1. To the best of my knowledge, all amounts are expenses for Improvements that are eligible for payment or reimbursement to Developer pursuant to the Agreement.
2. All amounts for payment or reimbursement hereunder represent the fair value of work, materials or expenses.
3. No part of such amounts has been the basis for any previous request for disbursement under the Agreement.

Developer further certifies that all insurance policies which Developer is responsible for under the Agreement are in full force and effect and that Developer is in compliance, in all material respects, with all other terms of the Agreement.

The total amount of disbursement requested by this Certificate is \$_____ which amount is itemized on Attachment A attached hereto and which Attachment A includes ___page(s), is incorporated herein by reference and has been signed by the authorized representative of Developer who signed this Certificate.

Approved: _____

By: _____

Its _____

UG's Representative

ATTACHMENT A to Exhibit 13
CERTIFICATION OF EXPENDITURES
HOMEFIELD IMPROVEMENTS

PAGE ____ **OF** ____

Date: _____

Certification # _____

DESCRIPTION OF EXPENSE
(ATTACH ADDITIONAL SUPPORTING
DOCUMENTATION)

Amount of Expense

1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
TOTAL EXPENSES	\$ _____

=====

Signature of Developer

EXHIBIT 14

Design Criteria

[TO BE ATTACHED]

EXHIBIT 15

LANDSCAPE PLAN

[TO BE ATTACHED]

EXHIBIT 16
INSURANCE SPECIFICATIONS

1. Worker's Compensation. Developer may self-insure, to the extent allowed by applicable law. The self-insured retention shall be that which is standard in the industry. Developer will then purchase excess Worker's Compensation Insurance with statutory limits over the self-insured retention. If self-insurance is not available under applicable state law, coverage will be purchased in accordance with the statutory requirements.
2. Comprehensive General Liability. Developer will purchase and maintain with primary limits of \$3,000,000.
3. Automobile Liability. Developer will purchase and maintain with primary limits of \$1,000,000.
4. Excess Liability. Developer will purchase and maintain excess liability insurance in an amount not less than \$5,000,000.
5. Special Perils Form Property Insurance. Developer will purchase on a replacement cost basis. Deductibles and limits will be standard to those in the industry, and the policy shall include an "Agreed Amount" endorsement. Earthquake and flood insurance, will be included if required and if available at a reasonable cost, fired vessel, boiler and machinery, and underground collapse may be required by the UG as additional perils.

EXHIBIT 17

HOMEFIELD LBE/MBE/WBE GOALS AND REQUIREMENTS

This Exhibit sets forth the guidelines for the utilization of local business, minority and women enterprises and local resident, minority and women participation and equal employment opportunity referenced in Section 8.2 of the Assignment, Assumption and Amended and Restated Development Agreement ("**Agreement**") between the Unified Government of Wyandotte County/Kansas City, Kansas ("**UG**") and HFS KCK, LLC ("**Developer**"). The parties agree as follows:

I. SCOPE

These procedures are applicable to the Construction of and the Professional Services for (as such terms are defined below) each Project Area undertaken by Developer, as described in the Agreement, including but not limited to all aspects of the construction of the Homefield Project, including labor, materials and supplies, and construction-related services, but not including: (i) Specialized Services; or (ii) legal, architectural and pre-construction consulting services already performed or contracted for prior to the Effective Date of the Agreement (as defined in the Agreement), which shall specifically be excluded from both the numerator and the denominator in determining whether the Construction and Professional Services goals set forth herein have been met.

II. DEFINITIONS

All capitalized terms used in this Exhibit shall have the meaning ascribed to them in Annex 1 to the Agreement and made a part thereof, or as otherwise set forth herein.

A. "Best Efforts" has the meaning set forth in Section III.C.3.b. herein.

B. "Construction" means all aspects of the construction of the Homefield Project, including labor, materials and supplies, and construction-related services, whether performed by or contracted for by or on behalf of Developer; provided, however, "Construction" shall not include: (i) services performed or associated with tenant improvements or any services requested by tenants of the Homefield Project, provided that this exception shall only apply to tenants who are third parties unaffiliated with Developer; (ii) Specialized Services; (iii) Professional Services; (iv) legal, architectural and pre-construction consulting services already performed or contracted for prior to the Effective Date of the Agreement; or (v) construction management services, contingency, costs related to permits, testing & special inspections, general contractor's insurance and bonds (if any), and work scopes that are self-performed by Developer or Developer's Affiliate.

C. "Contractor" means the Proposer selected by Developer for the design, development, or construction of the Homefield Project.

D. "Local Business Enterprise or LBE" means a business headquartered or which maintains a major branch 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. It is determined and assigned based on the criteria referenced in this definition and payment of all applicable Wyandotte County taxes and/or licensing fees.

E. "Local Resident" means an individual that, during his or her employment with the Homefield Project, maintains his or her place of domicile in Wyandotte County.

F. "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.

G. "Professional Services" means advisory or consulting activities including, but not limited to, architectural, engineering, legal, accounting, financial, marketing, environmental studies, medical doctors, and financial services contracted for by or on behalf of Developer for the design, development, and construction of the Homefield Project but specifically excluding: (i) professional services that have historically been sourced and provided at the holding company level by Developer (e.g., legal and accounting services); (ii) Specialized Services; and (iii) Construction; (iv) services performed or associated with tenant improvements or any services requested by tenants of the Homefield Project, provided that this exception shall only apply to tenants who are third parties unaffiliated with Developer; (v) legal, architectural and pre-construction consulting services already performed or contracted for prior to the Effective Date of the Agreement; and (vi) services that are self-performed by Developer or Developer's Affiliate.

H. "Proposer" means a person who submits a proposal in response to a solicitation for proposals issued by Developer or one of its Contractors with respect to the design, development, or construction of the Homefield Project, or with respect to ongoing maintenance and operations of the Homefield Project.

I. "Specialized Services" means expertise, services or products, the application of which are unique to the construction of the Homefield Project and/or which are only available through sole or limited source providers or national vendors, including, but not limited to, vendor displays and racks, murals, art work, artificial lagoons or lakes, water features, aquariums, mounts, sculptures, and technology unique to youth sports/training and entertainment. Specialized Services shall also include the services provided by the Contractors and designers who have been involved with and have previous experience on similar projects with Developer and which Developer has engaged or intends to engage to perform similar services for the Project.

J. "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. DESIGN, DEVELOPMENT, AND CONSTRUCTION OF THE PROJECT

A. GOALS FOR LBE/MBE/WBE PARTICIPATION

1. Design, Development, and Construction Goals.

Developer will use its Best Efforts to meet the following goals based upon the total cost of Construction of, and Professional Services for, the Homefield Project, but not including Specialized Services. In no event shall Developer be required to incur higher costs as a result of its commitment to attempt to meet such goals. In the event Developer obtains bids for any aspect of the Project for which a bid by a Proposer qualifying as an LBE, MBE, or WBE is not the lowest or best bid, Developer shall not be required to meet the LBE/MBE/WBE participation percentage goals for that aspect of the Homefield Project. 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 to act as quotas or set asides.

	Construction	Professional Services
LBE	18%	18%
MBE	15%	13%
WBE	7%	8%

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, Developer shall give preference to the utilization of LBEs over the utilization of MBEs and WBEs. Developer shall strive to meet each goal listed.

2. Contract Specific Goals.

The parties agree that the goals are set forth for Construction of, and Professional Services for, the Homefield Project as a whole, excluding Specialized Services, and the UG will reasonably agree to different specific goals for specific contracts or portions of contracts to be awarded by Developer, when proposed by Developer, relating to the Construction of the Homefield Project, based upon the availability of qualified LBEs and certified MBEs and WBEs to perform the specific scopes of work delineated in Developer's Project Utilization Plan (as described herein).

3. Eligibility for Credit.

a. Only LBEs that are qualified and/or MBEs or WBEs certified or undergoing certification at the time of submittal of the subject bid or proposal and ultimately certified as MBEs or WBEs by the Kansas Department of Commerce, State of Missouri, Missouri Department of Transportation, City of Kansas City, Missouri, MidAmerica Minority Business Development Council, Women's Business Enterprise National Council, or any other public or private entity

reasonably acceptable to the UG and Developer (each an "approved" business), may be counted towards the participation goals in Section III.A.1. above.

b. In the event that a contract has been awarded on the Homefield Project to an approved LBE, MBE, or WBE, and such LBE, MBE, or WBE later becomes unapproved prior to the completion and acceptance of all the work to be provided under such contract, then Developer shall nonetheless receive credit towards the goal for the entire portion of work performed or services provided up to the point such business becomes unapproved.

4. Construction Workforce.

a. Recruitment and outreach. Developer will use its Best Efforts to employ and to ensure its Contractors employ Local Residents, minorities, and women in all aspects of the Construction of, and Professional Services for, the Homefield Project except for Specialized Services. These efforts shall include but not be limited to:

i. advertising in appropriate publications, describing the work available, pay scales, application procedures, and maintaining a log or copies of these ads showing the date of publication and identifying the publication;

ii. working with local community organizations, minority and women's community organizations, and other appropriate organizations to seek qualified Local Residents, minorities, and women (a list of these organizations may be provided by the UG upon request); and

iii. working with the UG to promote diversity and inclusion in all aspects of the Homefield Project.

Documentation of these and any other steps taken shall be submitted to the UG prior to the beginning of the applicable scope of the bidding process.

b. Employment Procedures. Developer and its Contractors shall implement equal employment opportunity hiring and job action procedures as those terms are commonly understood.

B. DEVELOPMENT AND PROJECT UTILIZATION PLANS

1. Submission, Content and Fulfillment of Project Utilization Plan.

a. Fourteen (14) calendar days before the solicitation of the first proposal for the Construction of part of the Homefield Project, which is issued by Developer after the execution of the Agreement, Developer will submit a Project Utilization Plan to the UG for review and approval. The Project Utilization Plan shall be on the form attached to this Exhibit as Attachment A or on another form provided or approved by the UG. This Project Utilization Plan shall set forth, to

the best of Developer's knowledge: all categories of work that will be covered within solicitations that Developer or its Contractors intend to issue for all Construction and Professional Services providers necessary for Construction of the Homefield Project; an estimate of the dollar value of all work covered by these solicitations; an estimate of the dollar value of work within each identified work category; the dollar value of the work for each identified work category that is projected to be performed by LBEs, MBEs, and WBEs; any known potential joint ventures with LBEs, MBEs, and WBEs within each identified work category; an overall schedule of all work projected to be performed related to the design, development, and construction of the Homefield Project laid out sequentially over time; and the actions Developer intends to take, with respect to each of these solicitations, to make its Best Efforts to meet the goals set forth in Section III.A.1. of this Exhibit.

b. Developer, in the Project Utilization Plan, shall designate one person as the Project Manager to serve as the point of contact with the UG on all matters related to the Project Utilization Plan. Developer shall provide the Project Manager's name, physical office address, e-mail address, and phone number to the UG. The Project Manager shall be an individual with administrative authority with regard to enforcement of the stipulations located within this Exhibit.

c. The goals of Section III.A.1. may be met by the expenditure of dollars with approved LBE, MBE, or WBE prime Contractors, material suppliers (either by Developer or a prime Contractor), subcontractors (either by Developer or a prime Contractor), or through joint ventures with approved LBEs, MBEs, or WBEs.

i. Certified MBE and WBE prime Contractor Proposers may count their own participation toward a goal for which they qualify, and may divide their own participation between two goals, but their participation may not be double-counted. These prime Contractor Proposers shall receive credit towards the goals for the dollar value of the contract.

ii. Approved or certified MBE and WBE and/or qualified LBE material suppliers, regular dealers, and manufacturers shall be credited towards the goals for the dollar value of the contract.

iii. A joint venture involving an approved LBE, MBE, or WBE as a partner may be counted towards the applicable goal only to the extent of the dollar amount that the approved LBE, MBE, or WBE is responsible for and at risk, except, however, if the LBE/MBE/WBE is the majority partner in the joint venture, the entire joint venture contract amount shall be counted, less any work subcontracted to the non-LBE/MBE/WBE joint venture partner. To receive credit, the approved LBE, MBE, or WBE must be responsible for a clearly defined portion of the work, profits, risks, assets and liabilities of the joint venture.

iv. 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 double-counted. A certified MBE or WBE may also be counted towards the LBE goal, if qualified as LBE. The amount of participation by these businesses may be divided between the MBE or the WBE goals. A qualified LBE that is certified as MBE and WBE shall be counted toward the LBE and the MBE or WBE goals, but shall not be counted toward both the MBE and WBE goals.

v. Only the participation of LBEs, MBEs, and WBEs that provides a commercially useful function required for the work of the specific solicitation shall be counted toward achievement of the goals. 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 solicitation. Brokering is not credited. Purchases from LBEs, MBEs, and WBEs that constitute indirect or general overhead costs to a projected Proposer's business may not be counted toward the goals. Costs directly incurred solely to perform the work with respect to a Homefield Project contract may be counted toward the goals.

2. Evaluation of Project Utilization Plans.

a. The UG will review Developer's Project Utilization Plan respecting each category of work identified by Developer. In conducting its review, the UG shall evaluate the extent to which the actions Developer proposes to take to meet the goals constitute Best Efforts, as set forth in Section III.C.3.b. below. In no event shall Developer or any of its Contractors be required to engage any LBE, MBE, or WBE that is not the low bidder or is not qualified or capable of performing the work to acceptable standards in the reasonable discretion of Developer.

b. Changes to the Project Utilization Plan after its initial submission to the UG shall be reviewed and approved or rejected by the UG within thirty (30) days following receipt thereof, and such changes shall be deemed approved if not rejected within such thirty (30) day period.

C. CONTRACT AWARD COMPLIANCE PROCEDURES

1. Solicitation Documents.

The solicitation documents for each contract for which goals are established shall contain a description of the requirements set forth in this Exhibit; the LBE, MBE, and WBE goals; and the areas of projected subcontracting. Before the issuance of each solicitation, Developer shall submit the solicitation documents and the bid list to the UG. This submittal is mandatory for each bid subject to the LBE, MBE, and WBE goals.

2. Developer's Report of Solicitation Results.

Within thirty (30) days after the date set for receipt of proposals by each solicitation issued by Developer for the design, development, and construction of the Homefield Project, the Project Manager shall submit to the UG, on a form provided or approved by the UG, a report fully describing all proposals received in response to the solicitation. The report shall: (1) state the estimated total dollar value of the work covered by the solicitation; (2) state the names of all Proposers; (3) state the total dollar value of work covered by proposals submitted by approved LBEs, MBEs, and/or WBEs (for both Construction and Professional Services); (4) provide all relevant information concerning each joint venture Proposer; and (5) state the name of all subcontractors (to the extent then available) to Proposers that are approved LBEs, MBEs, and/or WBEs, and the dollar value of work covered by proposed subcontracts between Proposers and LBEs, MBEs, and/or WBEs. The report shall also indicate to which of the Proposers, including joint venture Proposers, Developer or any of its Contractors is intending to award contracts resulting from the solicitation. In addition, with respect to any LBE, MBE, or WBE goal established in the Project Utilization Plan that it appears from the proposals received will not be met, Developer shall include in the report a precise description of all Best Efforts it has undertaken or caused to be undertaken to meet the established goals. These submittals are mandatory for all solicitations subject to LBE/MBE/WBE goals.

3. UG Review of Developer's Report of Solicitation Results.

a. Within seven (7) calendar days of receiving a Report of Solicitation Results for review, the UG, based on its review of the Report, shall advise Developer whether it appears that, in light of Developer's indication of the Proposers to whom it intends to award contracts, Developer will meet the goals set forth in the Project Utilization Plan or if not, whether Developer has established Best Efforts to meet these goals, and shall state the reasons for this conclusion, referring to the specific Best Efforts criteria contained in Section III.C.3.b. below. As a part of its review, the UG may ascertain whether LBE, MBE, or WBE subcontractors agree with the dollar value of the work and the scope of the work, as identified in the proposal.

b. For each Project Utilization Plan goal that is not achieved, Developer shall be deemed to have used "**Best Efforts**" to meet the Project Utilization Plan goals for Construction and Professional Services set forth in Section III.A.1. of this Exhibit if Developer shall have taken substantially all 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 Homefield Project (e.g., it may not be customary or appropriate to advertise for certain Professional Services).

4. Signed Contracts.

Within twenty-one (21) working days of provision of the UG's evaluation of the Report of Solicitation Results to Developer, the Project Manager shall submit signed contracts with successful Proposers to the UG.

D. SUBCONTRACTOR RELATIONS

1. Documentation of Subcontracting Agreements.

All subcontracting services shall be evidenced by a written agreement stating, at a minimum, 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.

2. Documentation of Schedules.

a. For Construction contracts, the Contractor must present a work schedule that includes when the LBE, MBE, and WBE subcontractors will be utilized at the job site. This schedule is due on or before the pre-construction meeting with the UG and the Project Manager representing Developer.

b. For Professional Services contracts, Developer must present a written schedule of when the LBE, MBE, and WBE consultants will be working on the Homefield Project. This written schedule shall be provided to the UG prior to the STAR Bond Closing (as defined in the Agreement).

3. Substitutions, Additions, or Deletions.

Where a substitution for a LBE, MBE, or WBE subcontractor must occur after submission of proposals by the Project Manager to the UG pursuant to Section III.C.2., the Project Manager must submit notice of the proposed change or substitution to the UG for review. The UG shall have no authority to approve or reject any change or substitution. The sole purpose of the review by the UG shall be to determine whether the LBE, MBE, or WBE should be counted toward achievement of the goals of Section III.A.1.

IV. UG'S ASSISTANCE TO DEVELOPER

The UG shall use its best efforts to provide assistance to Developer in fulfilling its obligations as set forth in this Exhibit. Developer assumes all responsibility for its Best Efforts in meeting the goals and complying with the procedures and processes set forth herein. The UG assumes no duty or responsibility to Developer with respect to Developer's fulfillment of the goals set forth in this Exhibit by reason of the provision of assistance to Developer. Examples of assistance the UG may provide include but are not limited to:

A. providing information and technical assistance regarding the Homefield Project to Developer and its agents including 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 Homefield Project;

D. updating Developer and its agents on current or proposed affirmative action legislation that may affect the Homefield Project;

E. recommending contract specific goals, as appropriate;

F. providing assistance in pre-award activities, such as provision of model or example Project Utilization Plans and work segmentation;

G. reviewing Developer, Contractor, and any other contractor or subcontractor performance and LBE, MBE, and WBE participation on the Homefield Project;

H. providing advice relative to utilization and compliance matters;

I. conducting compliance reviews and audits of LBE, MBE, and WBE participation;

J. evaluating requests for substitutions, additions, and deletions;

K. assisting Developer and its agents in addressing issues related to the goals and procedures set forth in this Exhibit;

L. reviewing payments to subcontractors;

M. reviewing complaints from LBEs, MBEs, WBEs, Contractors, subcontractors, and any other interested persons regarding these goals and procedures;

N. assisting in Developer's development of forms to document compliance with these procedures; and

O. reviewing and approving Project Utilization Plans and contract award submittals.

V. DEVELOPER COMPLIANCE RECORDS AND REPORTS.

A. RECORDS

Developer shall maintain those records as may reasonably be required to demonstrate compliance with (and/or its Best Efforts to comply with) the goals and procedures set forth in this Exhibit. These records shall be available to the UG upon reasonable notice.

B. PROJECT UTILIZATION PLAN REPORTS

Developer shall provide UG with information sufficient to document the participation under this Exhibit, including quarterly compliance reports on the forms attached hereto as Attachments A through C. In addition, each quarterly report shall include the following 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 WBE and a brief description of the work to be performed by each. Developer also shall document the change orders to contracts awarded in each quarterly report.

C. REMEDIES

If Developer should fail to provide a report required by this Exhibit, and fail to cure such failure within thirty (30) days after receipt of written notice from the UG specifying such failure, then such failure to cure shall constitute an event of default and the UG shall have those remedies

set forth in Section 9.2 of the Agreement. In addition, the UG shall have the right to stop processing draw requests until Developer complies with reporting requirements.

If, after review of Developer's required quarterly reports by the UG's Contract Compliance Department, the UG determines that the participation goals contained in this Exhibit have not been met, and that the Best Efforts described herein have not been met, then the UG shall inform Developer of this determination in writing. If, within thirty (30) days following its receipt of the UG's written determination, Developer fails to demonstrate to the UG's reasonable satisfaction that either (i) the goals contained in this Exhibit have been met or (ii) the goals contained in this Exhibit may not have been met but the Best Efforts described herein have been met, then the UG, as its sole and exclusive remedy, shall have the right to reduce the total amount of STAR Bond Proceeds available to Developer pursuant to the Agreement by withholding from disbursement the final four percent (4%) of such distribution, which shall be forfeited by Developer. The UG shall also have the right to renegotiate LBE, MBE, and WBE goals for future construction projects.

Attachment A
Unified Government
Project Utilization Plan

Date: _____

Project Name: _____

Bid Package	Estimated Contract Value	Estimated LBE Value	Estimated LBE %	Estimated MBE Value	Estimated MBE %	Estimated WBE Value	Estimated WBE %	Total Combined Value	Total Combined %
DIVERSITY TOTAL	0			0	#DIV/0!	0	#REF!		

Attachment B to Exhibit 17
Unified Government
MBE/WBE/LBE Status Report
Construction Phase

[illegible]

Attachment C to Exhibit 17

LBE/MBE/WBE COMPLIANCE

**SUMMARY REPORT
EXPENDITURES FOR REPORTING PERIOD**

GOODS SUPPLIES and OTHER SERVICES	Total	Class	Percent	Comments
Total \$ Awarded				
Total \$ Expended				
Total \$ MBE		% MBE		
Total \$ WBE		%WBE		
Total \$ M/WBE		%M/WBE		

MINORITY AND WOMEN EMPLOYEES

List the name, address, trade, classification, date hired, sex and ethnic origin for each minority/women employed by your company.

Name & Address	Trade	Classification	Date Hired	Sex	Ethnic Origin

EXHIBIT 18

Homefield Project PILOT Schedule

ANNUAL PILOT PAYMENT FOR HOMEFIELD BUILDING AND HOMEFIELD BASEBALL *

	Homefield Building	Perfect Game/ Homefield Baseball
Year 1 **	241,253	106,703
Year 2	243,666	107,770
Year 3	246,102	108,848
Year 4	248,563	109,936
Year 5	251,049	111,036
Year 6	253,559	112,146
Year 7	256,095	113,267
Year 8	258,656	114,400
Year 9	261,242	115,544
Year 10	263,855	116,699

Year 11 and After - No abatements/PILOT available

*Excludes capital outlay mills not subject to IRB property tax abatement.

**For Homefield Building and Homefield Baseball, begins first calendar year after the date when IRBs are issued for either the Homefield Building or Homefield Baseball [See Section 4.12(b)(i)].

EXHIBIT 19

Description of Homefield Baseball Technology, Analytics and Data Capture

The proposed 10-field Homefield Youth Baseball Complex will combine innovative training tools with professional grade content generation capabilities. This complex will feature best-in-class technology to enhance individual and team training as well as analytics and data capture. Every measurable performance metric will be captured, analyzed, and utilized by Homefield's coaching staff to build better baseball players, and improve their opportunity to play in high school, college, and the pros. These tech tools will be integrated into the diamonds themselves as well as elevated observation platforms for use by scouts, college recruiters, and coaches from around the region.

Every position on the diamond requires a unique skill set. Rather than taking a one size fits all approach relative to technology, the Homefield Youth Baseball Complex will provide athletes access to position specific technologies. Coaches will be able to use these technologies in a manner that is tailored to each position and individual skill set, allowing them to create customized curriculum and programs that not only track athlete development over time, but leverages data driven insights to provide a pathway to better results on the field. Pitchers will be able to track pitch velocity, spin rate, spin axis, and spin efficiency. They will also be able to provide an analysis of how each pitch leaves a pitchers hand, the arm angle at release, and track ball movement from the time the ball leaves the pitchers hand to the time it goes through the strike zone and into the catcher's mitt. Batters will be able to track key metrics including exit velocity, launch angle, distance, point of impact, and receive a detailed breakdown of their batting average across multiple parts of the strike zone. Defensive players will be able to have their arm strength measured, track how quickly they can turn a double play or get a ball into the infield, and how accurate they are when doing so. Arming prospects with objective data relative to their performance, accessible through an app on their phone, will clearly separate Homefield from the competition and drive increased attendance across all baseball programming including tournaments, show case events, and camps.

Pairing a thoughtfully designed baseball complex with a best in class tech stack will allow the Homefield Youth Baseball Complex to attract talent across the Midwest and country. For example, when Homefield hosts collegiate and professional scouting events, coaches and scouts will be have access to real time performance data about prospective athletes at the event. This data will facilitate more informed and objective decisions which will encourage athletes from across the country to participate in Homefield sponsored events to differentiate themselves from their competition. This technology will also be featured during competition. Following a weekend tournament at Homefield, visiting athletes and coaches will have the opportunity to access meaningful performance data that they can use to improve performance at their next event.

The complex will feature broadcast quality lighting and cameras that will allow games to be broadcast across multiple platforms inside and out of the complex. Live scoring and stat casts, instant replays, and highlights of top plays will all be available through other technologies incorporated into the complex. All these technologies will serve as a catalyst for fan engagement and should drive greater brand loyalty to Homefield and Homefield sponsored events.

ANNEX 1

DEFINITIONS

"A&A" means a fully-executed acknowledgment and assumption agreement that Developer must obtain prior to selling, ground leasing or otherwise transferring the Site or any portion of the Project, as described in Section 7.13(a).

"Act" means the Kansas STAR Bonds Financing Act, K.S.A. 12-17,160 *et seq.*, as amended, as described in Recital C.

"Additional Issuance(s)" means one or more STAR Bond issuances subsequent to the Initial Issuance, as described in Section 4.2(b).

"Additional Issuance Private Capital" means investment of the Private Capital required for the Additional Issuance(s), as described in Section 4.3(b).

"Additional STAR Bonds" means any Additional Issuance(s), as described in Section 3.3.

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

"Agreement" means this Assignment, Assumption and Amended and Restated Development Agreement by and between the UG and Developer.

"Amended and Restated Agreement" means that certain Amended and Restated Vacation Village Development Agreement, as amended, between the UG and SVV, as described in Recital B.

"Amended and Restated Effective Date" means August 28, 2014, the date of the Amended and Restated Agreement, as described in Recital B.

"Amended and Restated Project Area 2B Project Plan" means the amended and restated STAR Bond Project Plan for Project Area 2B within the District, adopted and approved by the 2021 Project Plan Ordinance, as described in Recital S.

"Amended and Restated Project Area 3 Project Plan" means the amended and restated STAR Bond Project Plan for Project Area 3 within the District, adopted and approved by the 2021 Project Plan Ordinance, as described in Recital T.

"Amended and Restated Project Area 5 Project Plan" means the amended and restated STAR Bond Project Plan for Project Area 5 within the District, adopted and approved by the 2021 Project Plan Ordinance, as described in Recital U.

"Amended District Plan" means the amended and restated Original District Plan adopted by the 2014 Ordinance, as described in Recital D.

"Applicable Laws and Requirements" shall mean any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by Government Authorities, and all requirements of any insurers. Applicable Laws and Requirements shall include, without limitation, the Second Amended District Plan, the Development Plan, the Act, the CID Act and the Kansas Cash Basis Law (K.S.A. 10-1100 *et seq.*) and Budget Law (K.S.A. 79-2925 *et seq.*).

"Approved Assignment" means any assignment, sale, lease, mortgage, merger or other transfer which is consented to by the UG or otherwise permitted, as described in Section 7.13.

"Assignee" means the assignee, purchaser, lessee, mortgagee, or transferee of an Approved Assignment, as described in Section 7.13.

"Assignment" means the assignment of the Amended and Restated Agreement from SVV to Developer, as described in Section 1.2.

"Auto Dealerships" means the automobile dealerships in Project Areas 2A and 2B (and if applicable, Project Area 4), as described in Section 2.2(a)(iii)(1) and (iv)(1).

"Auto Plaza Project" means the automotive plaza to be occupied by automobile dealerships, hotels, restaurant pad sites, and a convenience store along with other related infrastructure and amenities called for by the Original Auto Plaza Project Plan, as described in Recital F.

"Auto Plaza – Phase 1 Project Plan" means that certain Amended and Restated STAR Bond Project Plan for Project Area 2A within the District adopted by the 2015 Ordinance, as described in Recital H.

"Base Year Revenues" means the State Base Year Revenues and the Local Base Year Revenues, collectively, as described in Section 4.2(d).

"Bond Trustee" means that institution serving as trustee for the STAR Bonds under the STAR Bond Indenture.

"Camping World" means a Camping World retail store featuring an approximately 38,000 square foot building and associated outdoor sales space to be located in Project Area 3, as described in Section 2.2(a)(v)(1).

"Casualty" means any fire, storm, earthquake, tornado, flood or natural disaster or other sudden, unexpected or unusual cause of damage or destruction.

"Casualty Escrow" means the escrow established in accordance with Section 7.11(a).

"Cemetery Property" means the 8.33 acres of excess property that is not being used by the cemetery located at 1540 N. 94th Street as described in Recital L and as generally depicted on **Exhibit 5**.

"Certificate of Expenditure" means those certificates submitted by Developer for disbursement of STAR Bond Proceeds and/or Pay-Go CID Financing to pay for or reimburse Project Costs as described in Section 4.7(a) and the form of which is attached hereto as **Exhibit 13**.

"CID" or "CIDs" means one or more community improvement districts established pursuant to the CID Act, as described in Section 4.5.

"CID Act" means the Kansas Community Improvement District Act, K.S.A 12-6a26 *et seq.*, as amended, as described in Section 4.5.

"CID Administrative Fee" means the one percent (1%) administrative fee for the CID, as described in Section 4.5(f).

"CID Fund" means the separate fund and account established by the UG for collection of CID Proceeds, as described in Section 4.5(a).

"CID Proceeds" means the revenues received from the imposition of the CID Sales Tax, less the CID Administrative Fee, as described in Section 4.5.

"CID Project Costs" means those Project Costs which are: (i) agreed upon by the parties and identified on the Total Project Budget, and (ii) eligible for payment or reimbursement pursuant to the CID Act, as described in Section 4.5.

"CID Sales Tax" means the sales tax assessed on the sale of tangible personal property at retail or services rendered which are taxable within the CID(s) pursuant to the CID Act, as described in Section 4.5.

"City" means the City of Kansas City, Kansas.

"Commence Construction" or "Commencement of Construction" means the issuance of appropriate permits for the relevant Improvements and Developer's undertaking of a continuous program of construction for such Improvements, as described in Section 2.1(b)(iv).

"Commercial Pads" means the commercial pad sites on the Site, as otherwise described in Sections 2.2(a)(iii)(2), (iv)(2) and (v)(1) of this Agreement.

"Completion Dates" means those Substantial Completion dates described in Section 6.6(b).

"Construction Documents" means those documents pertaining to the construction, equipping and completion of the Homefield Project, as described in Section 6.3(a).

"C-Store" means a convenience store which may also include a fueling station and car wash, which C-Store is currently open and operating as a Phillips 66 "Speed Stop," as described in Section 2.2(a)(iii)(3).

"Damaged Facilities" means any part or the whole of the Project owned by Developer to the extent that the same is damaged or destroyed by a Casualty, as described in Section 7.11(b).

"Deed" means the special warranty deed by which the UG conveys the UG Property to Developer, as described in Section 2.1(b).

"Design Criteria" means the design criteria for the Homefield Project to be agreed upon by the parties, as described Section 6.2(a) and which shall be attached hereto as **Exhibit 14**.

"Destination Project Plan" means that certain Second Amended and Restated STAR Bond Project Plan for Project Area 1 within the District adopted by the 2014 Ordinance, as described in Recital E.

"Developer" means HFS KCK, LLC, a Kansas limited liability.

"Development Plan" means the plan for the Improvements agreed to by the parties, which is consistent with the Second Amended District Plan, as described in Section 2.2 and generally depicted on **Exhibit 8**.

"DFA" means the Dairy Farmers of America.

"DFA Expansion" means the potential future expansion building for DFA described in Section 2.2(a)(v)(2).

"District" means the Original District, as expanded by the 2014 Ordinance to add real property and create an overlay district on top of a portion of the currently-existing STAR bond district covering the Village West development, as described in Recital C, generally depicted on **Exhibit 1** and legally described on **Exhibit 2**.

"Drop Dead Date" means that certain date by which the conditions set forth in Section 3.1 must be met, as described in Section 3.2.

"Due Diligence Period" means that certain period in which Developer shall complete its Investigations, as described in Section 2.1(b)(ii).

"Entertainment/Retail Project" means entertainment, retail and destination retail shopping facilities in Project Area 3, as described in Section 2.2(a)(v)(1).

"Environmental Regulation" means any and all present and future laws, statutes, ordinances, rules, regulations and orders of any Government Authority having jurisdiction over the parties hereto or any portion of the Site or the Site and pertaining to the protection of human health, hazardous substances, pollution, or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended

by the Superfund Amendments and Reauthorization Act of 1986, and as the same may be further amended from time to time (collectively, "CERCLA").

"Escrow Agent" means the escrow agent to be selected by the UG and reasonably approved by the Developer.

"Existing Facilities" means the existing facilities that are related to the Homefield Project and already open as of the New Effective Date, as described in Section 7.2(b).

"Fairfield Inn CID" means that certain CID created by the UG within the District, as described in Section 4.5.

"50/50 Limitation" means the requirement for Total Project Costs to be paid on a 50/50 basis between Private Capital and the available STAR Bond Proceeds, as described in Section 4.6(c).

"Fire Station Property" means approximately 1.065 acres of excess property that is not being used by the fire station located at 9548 State Avenue, as described in Recital L and depicted on Exhibit 5.

"Force Majeure" is defined in Section 10.2 hereof.

"GAAP" means generally accepted accounting principles.

"General Contractor" means the general contractor(s) selected by Developer for the Homefield Project, as described in Section 6.3.

"GMP" means one or more guaranteed maximum price design-build construction contracts to be obtained by Developer, as described in Section 4.3(d)(iv).

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

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

"Homefield Baseball" means, collectively, Project Area 4 Baseball and Perfect Game Baseball.

"Homefield Building" means a multi-sport venue building of at least 150,000 square-feet for indoor sports, along with food and beverage amenities, medical services, fitness and training facilities and other retail, office and entertainment spaces, as described in Section 2.2(a)(ii)(1) and generally depicted on **Exhibit 9**.

"Homefield Outdoor" means an outdoor multi-sport venue, as described in Section 2.2(a)(i)(2) and generally depicted on **Exhibit 10**.

"Homefield Project" means a new destination attraction to be designed, developed, constructed and operated by Developer in the District, including the Homefield Building, Homefield Outdoor and Homefield Baseball as described in Recital M and more particularly described in Section 2.2(a)(i)(1)-(3), (a)(ii)(1) and (2) and (a)(vi)(1).

"Hotel Operator" means the operator of the Themed Hotel, as described in Section 2.2(a)(i)(4).

"Improvements" means those certain improvements to be developed by and through Developer in the Project, as described in Section 2.2 and generally depicted on **Exhibit 8**.

"Incremental Taxes" means the State Increment, Local Increment and a portion of the UG's transient guest tax, as described in Section 4.2(d), minus the Menards State Increment, and minus the Incremental Taxes for Jeep as described in Section 4.2(f)(ii), until such time as the Series 2015A Bonds are fully retired.

"Infrastructure Improvements" means the infrastructure improvements described in Section 6.5(a).

"Initial Issuance" means the first STAR Bond issuance, which the parties anticipate will be a private placement, as described in Section 4.2(b).

"Initial Issuance Private Capital" means at least \$195,000,000 of Private Capital to be invested (or caused to be invested) by Developer in the Project, as described in Section 4.3(a).

"Initial Issuance Private Capital Shortfall" means the extent, if any, to which the First Issuance Private Expenditure for a portion of the Project is less than the Initial Issuance Private Capital that Developer received credit for in connection with such portion of the Project, as described in Section 4.3(c)(v).

"Initial Issuance Private Expenditure" means the amount of Initial Issuance Private Capital actually expended in connection with the Project (or the applicable portion thereof), as described in Section 4.3(c)(v).

"Insurance Specifications" means the insurance requirements on Developer in connection with portions of the Project owned by Developer, as described in Section 7.10 and more fully set forth on **Exhibit 16**.

"Investigations" means the Developer's inspections of the UG Property, including the right to testing of same, as described in Section 2.1(b)(ii).

"IRBs" means industrial revenue bonds pursuant to K.S.A. 12-1740 *et seq.*, as described in Section 4.12.

"Jeep" means a Jeep Auto Dealership as referenced in Section 4.2(f).

"Jeep Lot" means the adjacent lot located in Project Area 2B on which Victory intends to cause to be constructed a stand-alone Jeep dealership as referenced in Section 4.2(f).

"Landscape Plan" means the detailed plan for landscaping the Homefield Project, as described in Section 6.2(b) and attached hereto as **Exhibit 15**.

"Local Base Year Revenues" means the sum of (i) the local sales, use and transient guest taxes collected during a base year which is twelve (12) months immediately prior to the month in which the District was established in October of 2005, which was \$0.00; and (ii) any Relocation Base Year Revenues, as described in Section 4.2(d).

"Local Increment" means the incremental local sales and use taxes imposed pursuant to K.S.A. 12-187 *et seq.*, as described in Section 4.2(d).

"Lone Star Pad" means the previously constructed and permanently closed Lone Star Steakhouse located in the District at the southeast corner of France Family Drive and Village West Parkway, as described in Section 2.2(a)(ii)(6).

"Material Changes" means any substantial change to any agreement, plan or other document referred to herein, which change would require changes to Developer's permits or approval of the appropriate Government Authorities or is required by Applicable Laws and Regulations.

"Menards" means the Menards Home Improvements Store in the Entertainment/Retail Project in Project Area 3, as described in Section 2.2(a)(v)(1).

"Menards Revenues" means the State Increment and Local Increment derived from the Menards in Project Area 3, as described in Section 4.2(d).

"Menards State Increment" means the 20% of the State Increment that is derived from the Menards Revenues which is retained by the State, as described in Section 4.2(d)(ii).

"Milhaus Apartments" means a garden-style, luxury apartment development to include approximately 270 apartment units located within approximately nine (9) high end apartment buildings, including site amenities and related infrastructure, as described as Section 2.2(a)(i)(5).

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

"Original Agreement" means that certain Vacation Village Development Agreement, as amended, between the UG and SVV, as described in Recital A.

"Original Auto Plaza Project Plan" means that certain STAR Bond Project Plan for Project Area 2 within the District adopted by the 2014 Ordinance, as described in Recital F.

"Original District" means the Vacation Village Redevelopment District created by the UG on October 20, 2005 by the adoption of Ordinance No. O-76-05, as described in Recital C.

"Original District Plan" means the general development plan for the Original District, as described in Recital C.

"Original Effective Date" means December 20, 2005, the date of the Original Agreement, as described in Recital A.

"Original Homefield Development Plan" means that certain Assignment, Assumption and Amended and Restated Development Agreement dated as of November 19, 2020 between the UG and Developer, as described in Recital K.

"Original Project Area 3 Plan" means the STAR Bond Project Plan for Project Area 3 within the District adopted by the 2020 Ordinance, as described in Recital O.

"Original Project Area 5 Plan" means the STAR Bond Project Plan for Project Area 5 within the District adopted by the 2020 Ordinance, as described in Recital P.

"Original Project Plan" means the project plan for the sole project area within the Original District, as described in Recital C.

"Parking Improvements" means any parking improvements for the Project, as described in Section 2.2(c).

"Pay-Go CID Financing" means a method of financing pursuant to which certain CID Project Costs are paid and/or reimbursed without notes or bonds, and the costs are reimbursed as CID Proceeds are deposited into the CID Fund, as described in Section 4.5(b).

"Perfect Game" means Perfect Game Incorporated.

"Perfect Game Baseball" means a youth baseball complex to include at least eight (8) lighted fields and integrate state-of-the-art technology to enhance individual and team training as well as analytics and data capture, a scouting view tower, batting and pitching tunnels, concessions and restrooms, and Perfect Game club offices in Project Area 5, as described in Section 2.2(a)(vi)(1) and generally depicted on **Exhibit 11**.

"Permitted Encumbrances" means any liens, restrictions, claims, easements, rights-of-way, encroachments, reservations, or other matters or encumbrances of record affecting the UG Property.

"Permitted Mortgage" means any mortgage placed on the Site or any part thereof in connection with any construction or permanent financing of the Project or portion thereof.

"Permitted Mortgagee" means any holder of a Permitted Mortgage.

"Permitted Uses" means the uses described in Section 2.2(a) and any other uses permitted by Applicable Laws and Requirements.

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

"PILOT" means payment-in-lieu-of-taxes, as described in Section 4.12.

"Plans and Specifications" means those construction drawings for the Homefield Project, as described in Section 6.2.

"Prime Rate" means the prime rate reported in the *Wall Street Journal*. If *The Wall Street Journal* ceases publication of the Prime Rate, then "Prime Rate" shall mean the "prime rate" or "base rate" announced by a mutually-agreeable equivalent publication that evaluates the same criteria as *The Wall Street Journal* to report such rate.

"Private Capital" means the private equity and debt used to pay for Project Costs, as described in Section 4.3(c).

"Private Capital Credit(s)" means those certain credits to be received by Developer prior to making actual expenditures, which shall constitute an investment of Initial Issuance Private Capital for purposes of disbursing Initial Issuance STAR Bond Proceeds, as described in Section 4.3(c)(iii).

"Project" means the design, development, and construction of certain Improvements, as described in Section 2.2(a).

"Project Area" or "Project Areas" means the six (6) distinct Project Areas in the District, as described in Recitals D and H.

"Project Area 1" means Project Area 1 of the District.

"Project Area 2" means Project Area 2 of the District.

"Project Area 2A" means Project Area 2A of the District.

"Project Area 2B" means Project Area 2B of the District.

"Project Area 2B Plan" means the STAR Bond Project Plan for Project Area 2B within the District adopted by the 2020 Ordinance, as described in Recital N.

"Project Area 3" means Project Area 3 of the District.

"Project Area 4" means Project Area 4 of the District.

"Project Area 4 Baseball" means a youth baseball complex to include at least two (2) full-sized championship lighted turf fields (one of which may be for championship softball, and may be sized accordingly) and integrate state-of-the-art technology to enhance individual and team training as well as analytics and data capture, a scouting view tower, batting and pitching tunnels, concessions and restrooms, and Homefield Academy club offices in Project Area 4 (and potentially Project Area 1), as described in Section 2.2(a)(ii)(2) and generally depicted on **Exhibit 11**.

"Project Area 5" means Project Area 5 of the District.

"Project Costs" means the costs of designing, constructing, developing and completing the Project, as described in Section 4.1 and more particularly set forth in the Total Project Budget in **Exhibit 12**.

"Public Financing" means the public incentives available to the Project, including STAR Bonds and CID Proceeds, as described in Section 4.1.

"Purchase Price" means nominal consideration to be paid by Developer to the UG at the UG Property Closing, as described in Section 2.1(b).

"Race Days" means days when a race (or other similar event) is conducted at the Kansas Speedway.

"Relocation State Base Year Revenues" means an amount equal to the State sales taxes derived from taxable sales for a relocating Auto Dealership in excess of the State sales taxes collected by such Auto Dealership from the prior Kansas location during a base year which is twelve (12) months immediately prior to the month in which the Auto Dealership relocated, as determined by the State, as described in Section 4.2(f).

"Relocation Local Base Year Revenues" means an amount equal to the local sales and use taxes derived from the taxable sales for such Auto Dealership in excess of the local sales and use taxes collected by such Auto Dealership from the prior Kansas location during a base year which is twelve (12) months immediately prior to the month in which the Auto Dealership relocated, as determined by the State, as described in Section 4.2(f).

"Restricted Area" means (a) a 50-mile radius from the outside boundaries of the Site within the State of the Kansas, and (b) a 75-mile radius from the outside boundaries of the Site with respect to areas within the State of Missouri.

"Reversionary Interest" means the right of reversion in favor of the UG pertaining to the UG Property, as described in Section 2.1(b)(iv).

"Reversionary Interest Notice" means the written notice provided by the UG to Developer in order to exercise the Reversionary Interest, as described in Section 2.1(b)(iv) and subject to the terms and conditions thereof.

"RV Park" means a luxury recreational vehicle park to be located in Project Areas 4 and/or 5, as described in Section 2.2(a)(ii)(7) and Section 2.2(a)(vi)(2).

"Second Amended District Plan" means the general development plan for the District adopted by the 2015 Ordinance, as described in Recital G.

"Series 2015A Bonds" means \$72,900,000 of the 2015 STAR Bonds for Project Areas 1 and 2A, as described in Recital I.

"Series 2015B Bonds" means \$12,260,000 of subordinate 2015 STAR Bonds for Project Areas 1 and 2A, as described in Recital I.

"Series 2015B Bond Trustee" means Security Bank of Kansas City.

"Site" means, collectively, the UG Property and the SVV Site, as described in Recital L and generally depicted on Exhibit 7.

"Soccer Stadium" means previously constructed and opened professional soccer stadium known as Children's Mercy Park and associated infrastructure located in the District at the northeast corner of France Family Drive and State Avenue, as described in Section 2.2(a)(ii)(5).

"Speer Property" means the 62.25 acres of vacant land located east of N. 94th Street as described in Recital L and as generally depicted on Exhibit 5.

"STAR Bond Closing" shall mean the date when the first series of STAR Bonds in the Initial Issuance are issued, sold and delivered, as described in Section 5.1.

"STAR Bond Collection Period" means a period of twenty (20) years from the approval of the Project Area 2B Plan, Project Area 3 Plan and Project Area 5 Plan, as described in Section 4.2(d).

"STAR Bond Costs" means those Project Costs which are (i) eligible for payment or reimbursement pursuant to the Act, and (ii) agreed upon by the parties and identified in the Total Project Budget in Exhibit 12, as described in Section 4.2(a).

"STAR Bond Indenture" means the Bond Trust Indenture to be entered into between the UG and the Bond Trustee, as amended and supplemented from time to time, relating to the STAR Bonds.

"STAR Bond Proceeds" means the net proceeds from the STAR Bonds, as described in Section 4.2(a).

"STAR Bond Escrow Fund" means a separate fund and account established by the Escrow Agent for collection of the Incremental Taxes collected in Project Areas 2B, 3 and 5, as described in Section 4.2(e).

"STAR Bonds" means the Sales Tax Special Obligation Revenue Bonds to be issued in the future by the UG pursuant to the STAR Bond Indenture in connection with the development of the Project, including any refinancing of bonds issued as a result of public sale.

"State" means the State of Kansas.

"State Base Year Revenues" means the sum of (i) the State sales taxes collected during a base year which is twelve (12) months immediately prior to the month in which the District was established in October of 2005, which was \$0.00; and (ii) any Relocation State Base Year Revenues (as defined in Section 4.2(d)).

"State Increment" means the incremental State sales and use taxes imposed pursuant to K.S.A. 79-3601 *et seq.* and 79-3701 *et seq.*, as described in Section 4.2(d).

"Store Operator" or **"Store Operators"** means the tenants, owners, users or operators of a store, Auto Dealership, restaurant or other use in the Project, as described in Section 7.2(a)(iii)(y).

"Store Operator Agreement" or **"Store Operator Agreements"** means the binding agreement(s) from Store Operators in the District, as described in Section 7.2(a)(iii)(y).

"Substantial Completion" or **"Substantially Completed"** means the stage in the progress of the construction of the Project, or as to any particular portion thereof, when construction is sufficiently complete so that the Project or such particular portion can be occupied or utilized for its intended use (which shall be evidenced by the receipt a temporary certificate of occupancy).

"SVV" means SVV I, LLC, a Kansas limited liability company.

"SVV Infrastructure" means infrastructure that was originally developed, constructed and funded by SVV, but which was not previously reimbursed with STAR Bonds and is to be re-utilized by Developer for the Project, as described in Section 4.3(c)(ii)(4).

"SVV Site" means the real property in the District which is owned by SVV as of the New Effective Date, as described in Recital K, generally depicted on **Exhibit 3** and legally described on **Exhibit 4**.

"Tax Distribution Agreement" means the Tax Distribution Agreement to be entered into among the UG, the Bond Trustee, the Treasurer of the State and the Escrow Agent, relating to the collection and distribution of certain taxes within Project Areas 2B, 3 and 5.

"Term" means the term of this Agreement, as described in Section 7.1.

"Total Project Budget" means the budget attached hereto as **Exhibit 12**.

"Tournament Fields" means the soccer fields tournament complex located in Project Area 4, as described in Section 2.2(a)(ii)(4)).

"Tower" means the communication tower, maintenance building and fencing to be constructed and maintained by the UG on a portion of the Fire Station Property, as described in Section 2.1(b)(i).

"Transaction Documents" means the STAR Bond Indenture, this Agreement, the Tax Distribution Agreement, any bond trust indentures, bond purchase agreements, tax compliance agreements, financing agreements, and other similar documents executed and delivered by the parties in connection with the Public Financing and/or IRB financing.

"Themed Hotel" means an approximately 250-room themed hotel located within Project Area 1, as described in Section 2.2(a)(i)(4).

"Top Tier" means a full-service hotel brand whose operations and average room rates across its other U.S. locations places it in the top tier or "upscale" tier as compared with other hotel chains in the U.S. as described in Section 2.2(a)(i)(4).

"2014 Amended District Plan" means the Original District and Original District Plan as amended by the 2014 Ordinance, as described in Recital D.

"2014 Ordinance" means Ordinance No. O-47-14 adopted by the UG on August 28, 2014 to create the District and adopt the Amended District Plan, as described in Recital D.

"2015 District Plan" means the Amended District Plan as amended by the 2015 Ordinance, as described in Recital G.

"2015 Ordinance" means Ordinance No. O-54-15 adopted by the UG on August 13, 2015 to adopt the Second Amended District Plan, as described in Recital G.

"2015 STAR Bonds" means the STAR Bonds issued pursuant to the Act on or about October 13, 2015, as described in Recital I.

"2020 Ordinance" means Ordinance No. O-99-20 adopted by the UG on November 5, 2020 to adopt the Project Area 2B Project Plan, Project Area 3 Project Plan and Project Area 5 Project Plan, as described in Recitals N, O and P.

"2021 District Ordinance" means Ordinance No. O-28-21 adopted by the UG on June 10, 2021 to expand the boundaries of the 2014 District and adopt the Second Amended and Restated STAR Bond District Plan dated May 20, 2021, as described in Recital R.

"2022 Effective Date" means the Effective Date of this Agreement as described in the introductory paragraph to this Agreement.

"2021 Project Plan Ordinance" means Ordinance No. O-82-21 adopted by the UG on June 24, 2021 to provide changes to the Original Project Area 2B Project Plan, Original Project Area 3 Project Plan and Original Project Area 5 Project Plan, and approve and adopt the Amended and Restated Project Area 2B Project Plan, Amended and Restated Project Area 3 Project Plan and Amended and Restated Project Area 5 Project Plan, as described in Recitals, S, T and U.

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

"UG Parties" means the UG and its agents, officers, contractors and employees, as described in Section 2.1(b)(ii).

"UG Property" means that certain real property owned by the UG, including the Speer Property, the Fire Station Property and the Cemetery Property, as described in Recital L and generally depicted on Exhibit 5.

"UG Property Closing" means the date on which Developer shall close on its acquisition of the UG Property, as applicable, as described in Section 2.1(b)(iii).

"U.S. Soccer Facility" means the United States Soccer Federation's coaching and training facility located on land in the vicinity of the southeast corner of 98th Street and Parallel Parkway in Project Area 4, as described in Section 2.2(a)(ii)(3).

"Victory" means the Victory Chrysler Dodge Jeep Ram Auto Dealership as referenced in Section 4.2(f).

"Victory Lot" means the parcel within Project Area 2A upon which Victory operates the Victory Chrysler Dodge Jeep Ram Auto Dealership as referenced in Section 4.2(f).

"Waterpark" means the Schlitterbahn waterpark, as described in Recital E.

"Waterpark CID" means that certain CID created by the UG within the District, the boundaries of which generally encompass Project Area 1, as described in Section 4.5.



Staff Request for Commission Action

Tracking No. 211262

Full Commission Meeting Date: 01/27/2022

Committee: Neighborhood & Community Development

Date of Standing Committee Action: 01/03/2022
(If none, please explain):

Publication Required: No

<u>Date:</u> 01/19/2022	<u>Contact Name:</u> Jud Knapp	<u>Contact Phone:</u> x5472	<u>Contact Email:</u> jknapp@wycokck.org	<u>Department/Division:</u> Economic Development
<u>Item Description:</u> The Land Bank Manager respectfully requests that the Neighborhood and Community Development Committee review the proposed item and forward it to the Land Bank Board of Trustees for final consideration, Submitted by Jud Knapp, Interim Land Bank Manager 18 Single Family Homes 2 Commercial				
<u>Action Requested:</u> Approve and forward to Land Bank Board of Trustees				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> FC Memo Land Bank Options 01.03.22				



Wyandotte County Land Bank
Economic Development Department
Jud Knapp, Interim Manager

701 North 7th St., 4th Floor
Kansas City, Kansas 66101

Phone: (913) 573-5472
Fax: (913) 573-5745
Email: jknapp@wycokck.org

M E M O R A N D U M

TO: Full Commission
FROM: Jud Knapp, Land Bank Manager
DATE: January 20, 2022
SUBJECT: Option applications for consideration

The following **option application(s)** was presented at the 01/03/2022 meeting:

A. New Construction - Single Family Homes – 18 Homes

1. Mejia, Edwin Anahun Castellanos – 1 home addition
 - i. 2915 Hiawatha St – 907117
 - ii. Currently owns – 2913 Hiawatha St - 117400
 - iii. *Summary* – Recently purchased 2913 Hiawatha St to remodel and build an addition on the rear of the home. Building on to the rear of the home was not possible due to setback requirements. For this reason, they are looking to acquire the Land Bank lot adjacent to build the addition in an L shape.
 - iv. *Staff comments* – Require a narrow lot review, and the lots will have to be joined together.
2. Habitat For Humanity – 3 Single family homes
 - i. 1137 Pennsylvania Ave – 072545
 - ii. 1139 Pennsylvania Ave – 072546
 - iii. 1211 Pennsylvania Ave - 068246
 - iv. 1213 Pennsylvania Ave - 068247
 - v. 1215 Pennsylvania Ave - 068248
 - vi. *Staff Comments* – The driveway should come off the alley, and the home plans should vary so the homes don't look the same.
3. Habitat For Humanity – 3 Single family homes
 - i. 704 S Valley St – 072290
 - ii. 1261 Shawnee Ave – 072287
 - iii. 1267 Shawnee Ave – 072546
 - iv. *Staff Comments* – 1261 & 1267 will require a narrow lot review, and the home plans should vary so the don't look the same
4. Chris Solutions Construction LLC – 2 Homes
 - i. 820 N 78th St – 008600
 - ii. 900 N 78th St – 008601

- iii. *Staff Comments* – would need a right of way permit for the driveways. Would have to have a covered parking space or get a variance. Traffic concerns of backing out onto 78th ST, make a driveway with a turnaround.
- 5. Innova Pro Construction & Pillar KC LLC – 1 home
 - i. 649 Sandusky Ave – 081484
 - ii. *Staff Comments* – would require a narrow lot review.
- 6. Innova Pro Construction & Pillar KC LLC – 1 home
 - i. 914 Argentine Blvd – 127802
 - ii. *Staff comments* - Driveway will have to use the alley for access.
- 7. Innova Pro Construction & Pillar KC LLC – 2 homes
 - i. 719 S Coy St – 073694
 - ii. 713 S 8th St – 073666
 - iii. *Staff comments* – 713 S 8th ST use alley for access
- 8. Innova Pro Construction & Pillar KC LLC – 4 homes
 - i. 1147 Armstrong Ave - 080814
 - ii. 1211 Ann Ave – 080937
 - iii. 1223 Ann Ave – 080943
 - iv. 1235 Ann Ave – 080947
 - v. *Staff comments* – Recommend some variation of the same since 3 of the homes will be on the same street. The homes on Ann Ave should be accessed through the alley
- 9. Steven Bashus – 1 home
 - i. 1600 S 86th ST - 145656
 - ii. *Summary* – to build a home to move closer to brother.
 - iii. *Staff Comments* – no sewer in area, but with the property being 1.5 acres is enough land for a septic system.
 - iv. Held from last Standing committee meeting for unanswered questions
 - 1. Will the home have a basement? – the home will not have a basement, but will have a reinforced room for a storm shelter
 - 2. The steel building would be allowed to be built by building codes.

B. New Construction – Commercial - 2

- 1. Chris Solutions Construction LLC
 - i. 4815 Parallel Pkwy – 916619
 - ii. *Summary* - The applicant started out in the Land Bank Rehab Program, and now has transitioned into building new homes. Currently the applicant has 2 approved options and has started building on one of the lots. The goal is to move his construction headquarters to KCK to build 10 homes a year.
 - iii. *Staff Comments* – Will have to change zoning from C-1 to C-3 to support the contractor type business.
- 2. Kansas City Kansas Community College
 - i. 632 State Ave – 082174
 - ii. 1101 N 7th St – 082176
 - iii. *Neighborhood & Community Development Standing Committee* – Land Bank will not transfer property until 70% of funds are raised.



Staff Request for Commission Action

Tracking No. 211263

Full Commission Meeting Date: 01/27/2022

Committee: Neighborhood & Community Development

Date of Standing Committee Action: 01/03/2022
(If none, please explain):

Publication Required: No

<u>Date:</u> 01/19/2022	<u>Contact Name:</u> Jud Knapp	<u>Contact Phone:</u> x5472	<u>Contact Email:</u> jknapp@wycokck.org	<u>Department/Division:</u> Economic Development
<u>Item Description:</u> The Land Bank Manager respectfully requests that the Neighborhood and Community Development Committee review the proposed item and forward it to the Land Bank Board of Trustees for final consideration, Submitted by Jud Knapp, Interim Land Bank Manager 1 Yard extension request				
<u>Action Requested:</u> Approve and forward to Land Bank Board of Trustees				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> FC Memo Land Bank Property Transfers 01.03.22				



Wyandotte County Land Bank
Economic Development Department
Jud Knapp, Manager

701 North 7th St., 4th Floor
Kansas City, Kansas 66101

Phone: (913) 573-5472
Fax: (913) 573-5745
Email: jknapp@wycokck.org

M E M O R A N D U M

TO: Full Commission
FROM: Jud Knapp, Interim Land Bank Manager
DATE: January 20, 2022
SUBJECT: Property Transfers applications for consideration

The following **property transfers application(s)** was presented at the 01/03/2022 meeting:

E. Yard Extension

1. Ray Sawyer
 - i. 4808 Sortor Dr – 107600
 - ii. Currently owns - 3726 N 47th Ter - 917002
 - iii. *Summary* – The requested property is adjacent to the applicant's home. The applicant purchased the property with the barn already built on the property line. The Land Bank property is an unbuildable lot due to no available sewer connections, and the lot is too small to have a septic system.

