



Full Commission Meeting Agenda

Thursday, April 13, 2023
7:00 PM

Location:

We invite you to view the meeting in person in the Commissioner Chambers, Lobby level of the Municipal Office Building, 701 N 7th Street, Kansas City, Kansas, or virtually via a Zoom webinar.

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/81419591517>

Or One tap mobile:

US: +16694449171, 81419591517# or +16699009128, 81419591517#

Or Telephone:

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

US: +1 669 444 9171 or +1 669 900 9128 or +1 719 359 4580 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or +1 360 209 5623 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 646 558 8656 or +1 646 931 3860 or +1 689 278 1000 or 888 475 4499 (Toll-Free) or 877 853 5257 (Toll-Free)
Webinar ID: 814 1959 1517

International numbers available: <https://us02web.zoom.us/j/81419591517>

<u>Name</u>	<u>Absent</u>
Mayor Tyrone Garner	☐
Commissioner At-Large Dist. 1 – Melissa Bynum	☐
Commissioner At-Large Dist. 2 – Tom Burroughs	☐
Commissioner Gayle E. Townsend	☐
Commissioner Brian McKiernan	☐
Commissioner Christian Ramirez	☐
Commissioner Harold Johnson	☐
Commissioner Mike Kane	☐
Commissioner Angela Markley	☐
Commissioner Chuck Stites	☐
Commissioner Andrew Davis	☐

- I. **CALL TO ORDER**
- II. **ROLL CALL**

- III. **INVOCATION GIVEN BY DANIEL FREEMAN, NEW BEGINNING
MISSIONARY BAPTIST CHURCH**
- IV. **PLEDGE OF ALLEGIANCE**
- V. **REVISIONS TO APRIL 13, 2023 AGENDA**
- VI. **MAYOR'S AGENDA**

Item No. 1 - COMMUNITY INPUT AND RECOMMENDATIONS

Synopsis: Public forum to allow citizens to express concerns and present solutions relating specifically and solely to the Unified Government's span of interest and control. Participants will be limited to three minutes in duration. Citizens appearing in the Municipal Office Building lobby will be given priority, followed by a limited number of participants who have registered online through the Unified Government Clerk's Office. Those who have registered online may not be given an immediate opportunity to participate due to time constraints to be determined by the Mayor/CEO. If time allows, persons listening online who wish to make comments will be recognized. All interested participants should know that Mayor/CEO Garner has also placed a maximum time limit of 45 minutes to host & conclude these discussions. In the interest of time, there should be no expectation for requested participants guaranteed inclusion to be recognized for comment and participation.

Tracking #: 211539

Item No. 2 - PROCLAMATION: SEVEN DAYS OF KINDNESS

Synopsis: Proclamation proclaiming April 5-16th, 2023, as Seven Days of Kindness, submitted by Tyrone A. Garner, Mayor/CEO.

Tracking #: 212387

**Item No. 3 - PROCLAMATION: CLEAN AIR NOW ENVIRONMENTAL JUSTICE
DAY**

Synopsis: Proclamation proclaiming April 13th, 2023, as CleanAirNow Environmental Justice Day, submitted by Tyrone A. Garner, Mayor/CEO.

Tracking #: 212388

VII. CONSENT AGENDA

Item No. 1 - APPROVAL: FY23 COPS TECHNOLOGY PROGRAM GRANT

Synopsis: Approval to apply for and accept an award under the FY23 COPS Technology Program in the amount of \$905,000 to further the establishment of the Real-Time Intelligence Crime Center, submitted by Laura Cromwell, Fiscal Analyst, KCKPD. There is no match required for this grant.

*On March 27, 2023, the **Public Works and Safety Standing Committee**, chaired by Commissioner Bynum, voted unanimously to approve and forward to the full commission.*

Tracking #: 212325

Item No. 2 - RESOLUTION: A RESOLUTION AUTHORIZING FUNDING FOR KC CONNECT BI-STATE RIVER BRIDGE REPLACEMENT

Synopsis: Request to approve a resolution committing the UG to funding our matching portion of the MEGA/Infra Grant for the KC Connect Bi-State River bridge Replacement Project (Kansas Ave. Bridge), submitted by Troy Shaw, County Engineer.

*On March 27, 2023, the **Public Works and Safety Standing Committee**, chaired by Commissioner Bynum, voted unanimously to approve and forward to the full commission.*

Tracking #: 212328

Item No. 3 - GRANTS: 2023 INTER-DEPARTMENTAL WORKING GROUP PRIORITY PROJECT LIST

Synopsis: An inter-departmental working group has developed a draft list of priority projects to collectively work on future grant pursuits for the remainder of the 2023 calendar year, including two retro-active grant submittals, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

*On March 27, 2023, the **Administration and Human Services Standing Committee**, chaired by Commissioner Markley, voted unanimously to approve and forward to the full commission.*

Tracking #: 212315

Item No. 4 - FUNDING: 2023 REQUEST FOR ARPA GRANT LOCAL MATCH FOR RAISE BI-STATE AND SAFE STREETS AND ROADS FOR ALL

Synopsis: A request of local match funding from the designated ARPA set-aside for both the RAISE bi-state corridor planning grant (\$350,000) and the Safe Streets for All (SS4A) Vision Zero action plan (up to \$200,000), submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

*On March 27, 2023, the **Administration and Human Services Standing Committee**, chaired by Commissioner Markley, voted unanimously to approve and forward to the full commission.*

Tracking #: 212316

Item No. 5 - FUNDING REQUEST: ARTS ASSET MAPPING

Synopsis: Requesting \$20,000 in funding from the Tourism Fund for the ArtsKC & MU Extension Create Arts Asset Map of Wyandotte County to create and map arts and culture assets in support of the efforts of the Arts, Culture and Economic Development Committee, submitted by Commissioner Angela Markley.

*On March 27, 2023, the **Administration and Human Services Standing Committee**, chaired by Commissioner Markley, voted unanimously to approve and forward to the full commission.*

Tracking #: 212334

Item No. 6 - RESOLUTION: AMENDING MASTER EQUIPMENT LEASE PURCHASE AGREEMENT WITH BANK OF AMERICA PUBLIC CAPITAL CORP

Synopsis: A resolution authorizing the Unified Government to amend its Master Equipment Lease Purchase Agreement with Bank of America Corp, submitted by Debbie Jonscher, Acting Chief Financial Officer.

*On April 3, 2023, the **Economic Development and Finance Standing Committee**, chaired by Commissioner Burroughs, voted unanimously to approve and forward to the full commission.*

Tracking #: 212322

Item No. 7 - PLAT: LENOX ADDITION

Synopsis: Plat of Lenox Addition, located at 811 N 55th Street, and being developed by Francisco Javier Martinez-Lara, submitted by Brent Thompson, County Surveyor, and Troy Shaw, County Engineer.

Tracking #: 212389

Item No. 8 - PLAT: THE LEGENDS AT VILLAGE SIXTH PLAT

Synopsis: Plat of The Legends at Village Sixth Plat, located along Village West Parkway, and being developed by Legacy Development LLC, submitted by Brent Thompson, County Surveyor, and Troy Shaw, County Engineer.

Tracking #: 212390

Item No. 9 - MINUTES

Synopsis: Minutes from the Full Commission meeting on June 30, 2022, and the Special Session meeting on August 22, 2022, and March 30, 2023.

Tracking #: MINUTES

Item No. 10 - WEEKLY BUSINESS

Synopsis: Weekly business materials dated March 23rd and 30th, 2023.

Tracking #: WEEKLY BUSINESS

VIII. PUBLIC HEARING AGENDA

Item No. 1 - PUBLIC HEARING: COMMUNITY DEVELOPMENT 2023 ANNUAL ACTION PLAN

Synopsis: Conduct a public hearing to receive comments related to funding priorities for the Community Development 2023 Annual Action Plan, submitted by Stephanie Stauffer, Program Coordinator.

Tracking #: 212361

IX. STANDING COMMITTEES' AGENDA

Item No. 1 - PRESENTATION: DOWNTOWN CAMPUS PROJECT

Synopsis: Presentation of a proposed project for a Downtown Campus proposed by Lanier United, LLC, submitted by Patrick Waters, Acting Chief Counsel.

- 4/5/23 Executive Summary of Proposed Amended and Restated Downtown Campus Development Agreement
- Amended and Restated Downtown Campus Development Agreement
- Resolution Adopting Development Agreement

*On April 3, 2023, the **Economic Development and Finance Standing Committee**, chaired by Commissioner Burroughs, voted 4-2 to approve and forward to the full commission.*

Tracking #: 212207

X. ADMINISTRATOR'S AGENDA

XI. COMMISSIONERS' AGENDA

XII. LAND BANK BOARD OF TRUSTEES' CONSENT AGENDA

XIII. PUBLIC ANNOUNCEMENT

XIV. ADJOURN



Staff Request for Commission Action

Tracking No. 211539

Full Commission Meeting Date:

Committee: Full Commission

Date of Standing Committee Action:

(If none, please explain):

Publication Required: No

<u>Date:</u> 04/05/2023	<u>Contact Name:</u> Tayler Wash	<u>Contact Phone:</u> x5010	<u>Contact Email:</u> twash@wycokck.org	<u>Department/Division:</u> Mayor's Office
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Item Description:

Public forum to allow citizens to express concerns and present solutions relating specifically and solely to the Unified Government's span of interest and control. Participants will be limited to three minutes in duration. Citizens appearing in the Municipal Office Building lobby will be given priority, followed by a limited number of participants who have registered online through the Unified Government Clerk's Office. Those who have registered online may not be given an immediate opportunity to participate due to time constraints to be determined by the Mayor/CEO. If time allows, persons listening online who wish to make comments will be recognized. All interested participants should know that Mayor/CEO Garner has also placed a maximum time limit of 45 minutes to host & conclude these discussions. In the interest of time, there should be no expectation for requested participants guaranteed inclusion to be recognized for comment and participation.

Action Requested:

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:



Unified Government of Wyandotte County/Kansas City, Kansas

PROCLAMATION

- WHEREAS,** SevenDays® is about overcoming hate by promoting kindness and understanding through education and dialogue; and
- WHEREAS,** SevenDays® encourages all people to participate in activities that promote and practice kindness; and
- WHEREAS,** SevenDays® 2023 will begin its events on Wednesday, April 5 with the Kindness Breakfast, a celebration of youth and the announcement of the third annual Ripple of Kindness Award, and conclude with its Annual Kindness Walk on Sunday, April 16 at the Church of the Resurrection; and
- WHEREAS,** SevenDays® continues with themed days of Value, Discover, Others, Connect, You, Go, and Onward as we bring people from different faiths and cultures together to overcome hate with acts of kindness; and
- WHEREAS,** the memories of three wonderful and unique people, Reat Underwood, Dr. William Corporon, and Terri LaManno, will be honored through kindness and understanding; and
- WHEREAS,** SevenDays® expands its acts of compassion, acceptance, and understanding to those who gather; and
- WHEREAS,** this will be an opportunity for Unified Government staff and the community we serve to celebrate our incredible diversity as a county and each other through acts of kindness; and
- WHEREAS,** we fully support and encourage all in Wyandotte County, including residents, businesses, organizations, and visitors, to come together during the SevenDays® to act more kindly and be more understanding of differences, thereby making the world a better place one ripple at a time.

NOW, THEREFORE, I, Tyrone Garner, Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas, do hereby proclaim April 5th through April 16th, 2023 as:

“SevenDays® of Kindness”

in Wyandotte County/Kansas City, Kansas, and urge all citizens to engage in acts of kindness throughout the week and remember the events of April 13, 2014, not only for the losses of that day but also for the significance of the powerful and enduring vow to overcome hate with kindness. 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



PROCLAMATION

WHEREAS,

President Biden, historical signing and commitment contained in Executive Order 14008, sets as a goal that 40 percent of the overall benefits of Justice40 qualifying federal investments across all agencies flow to disadvantaged communities. Communities that are overburdened by legacy pollution, disinvestment, and economic inequity, who bear the brunt of environmental health hazards, and who do not have equitable access to decision-making. The categories of Justice40 investments include: clean energy and energy efficiency, clean transit, affordable and sustainable housing; training and workforce development; remediation and reduction of legacy pollution; and the development of clean water and wastewater infrastructure; and

WHEREAS,

CleanAirNow Environmental Justice Organization Justice40rward is paving the way in building community power in Kansas City to ensure the Justice 40 Initiative in Executive Order 14008, is taken seriously in our communities and as a critical part of the administration approach to advance environmental justice; and

WHEREAS,

to ensure the successful implementation of Justice40 in our city that prioritizes federal investments for community-driven solutions addressing environmental and economic injustices in and with marginalized, overburdened, and underserved communities; and

WHEREAS,

Kansas City must invest in multigenerational community leadership that prioritizes the existing and emerging environmental and social crises. To achieve these goals, we must mobilize all of our assets—indigenous, brown and black, immigrant communities, through innovative community-driven solutions with the government, science and research, businesses, and industries. This includes investments in local food systems, local and community choice energy, home ownership, water quality, wastewater infrastructure, free zero polluting transit, pollution remediation, emission reductions, and employment and investment in green economy workforce training and development issues in the overburdened communities in our city.

NOW, THEREFORE, I, Tyrone Garner, Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas, do hereby proclaim April 13th, 2023, as:

“CleanAirNow Environmental Justice Day”

in Wyandotte County/Kansas City, Kansas, and call upon all residents to recognize CleanAirNow Environmental Justice Day. 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. 212325

Full Commission Meeting Date: 4/13/23

Committee: Public Works & Safety

Date of Standing Committee Action:

(If none, please explain):

Publication Required: No

<u>Date:</u> 04/04/2023	<u>Contact Name:</u> Laura Cromwell	<u>Contact Phone:</u>	<u>Contact Email:</u> LCromwell@kckpd.org	<u>Department/Division:</u> Police Department
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Item Description:

The Police Department is seeking approval to apply for and accept an award under the FY23 COPS Technology Program in the amount of \$905,000. Funding will be used to further the establishment of our Real-Time Intelligence Crime Center. The performance period for this grant will extend through December 29th, 2024. There is no match required for this grant.

Action Requested:

Approval

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:



Staff Request for Commission Action

Tracking No. 212328

Full Commission Meeting Date:

Committee: Public Works & Safety

Date of Standing Committee Action: 3/27/23

(If none, please explain):

Publication Required: No

<u>Date:</u> 04/04/2023	<u>Contact Name:</u> Troy Shaw	<u>Contact Phone:</u> x5416	<u>Contact Email:</u> tshaw@wycokck.org	<u>Department/Division:</u> Public Works
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Item Description:

Request to approve a resolution committing the UG to funding our matching portion of the MEGA/Infra Grant for the KC Connect Bi-State River bridge Replacement Project (Kansas Ave. Bridge). There will be a presentation about the timeline for this project and additional input needed to complete the grant application. As the funding for the Kansas Ave. Bridge may have impacts on the downstream Central Ave. Bridge, there will also be discussion related to this bridge and potential future plans for KDOT at I-70 and Central that may impact this bridge, submitted by Troy Shaw, County Engineer.

Action Requested:

To adopt the resolution.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

KC Connect Bridge Presentation (submit), Resolution authorizing funding for KC Connet Bi-State River Bridge Replacement



Public Works

CENTRAL AVENUE & KANSAS AVENUE BRIDGE SITES

*Prepared for UG Standing Committee
March 2023*



Site Overview



Central Avenue Interchange Site



Central Avenue Bridge Site



Kansas Avenue Bridge Site

Central Ave. Interchange & Bridge Sites



Central Avenue Quick Stats

- Length = 3,451 Ft/800 Ft Lower
- 4,700 Average Daily Traffic
- No Sidewalk
- KDOT to Conduct 9-Month Study
- Collaboration with KDOT ensures cohesive design



Incorporating Local Plans



Department of Planning + Urban Design
Unified Government of Wyandotte County • Kansas City, Kansas

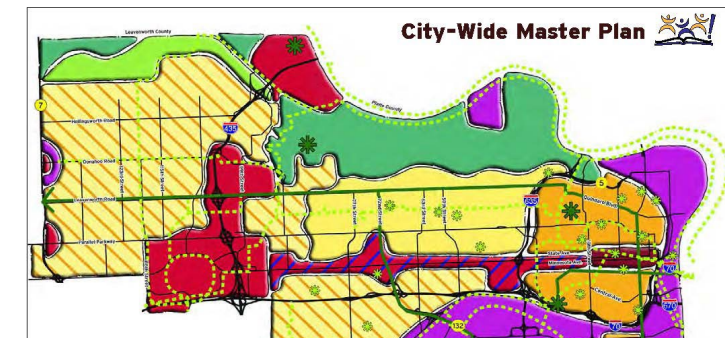
701 N 7th Street, Suite 423
Kansas City, Kansas 66101
www.wycokck.org/planning

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

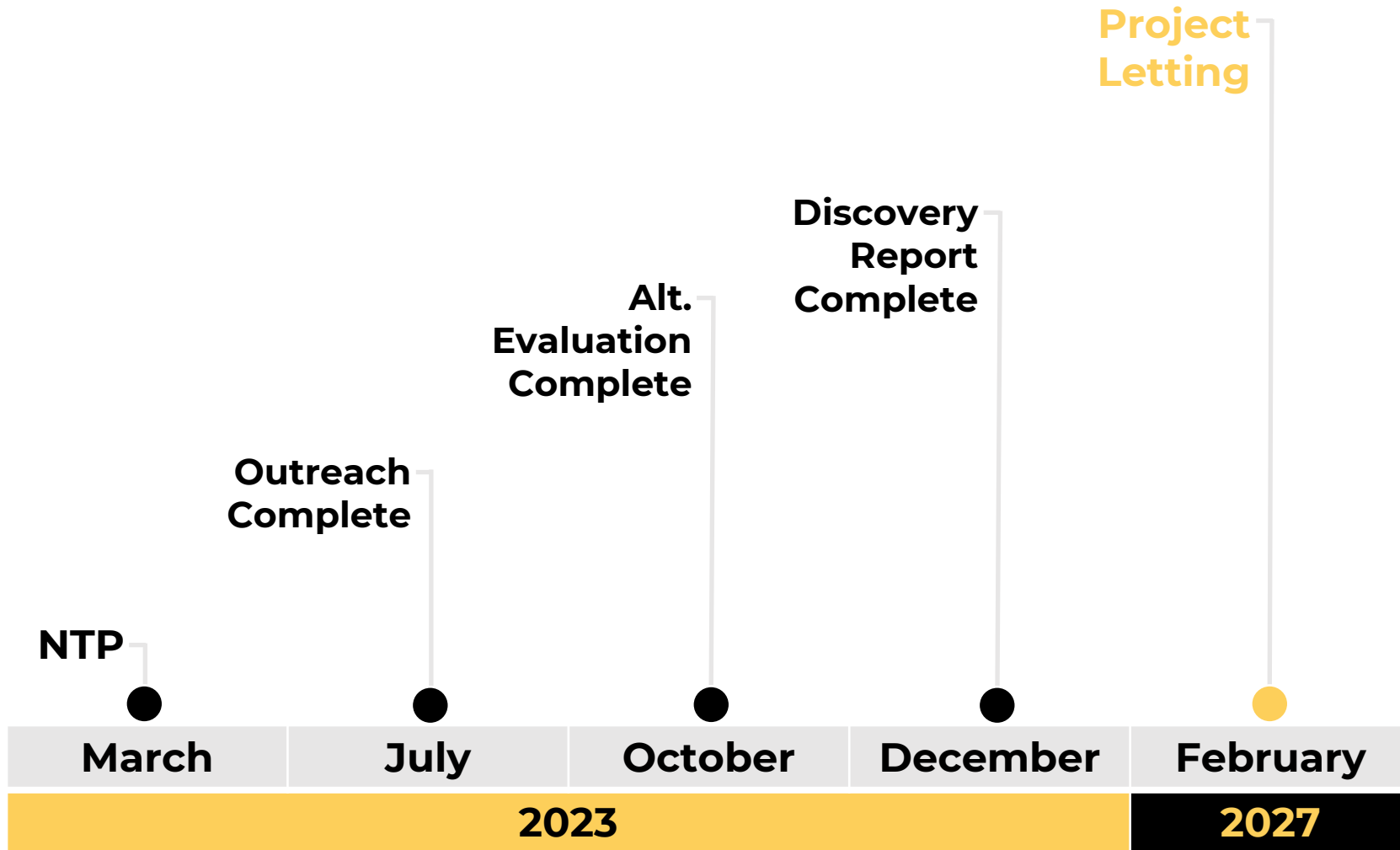
- GoDotte Strategic Mobility Plan ('22)
- Central Area Master Plan ('20)
- Armourdale Area Master Plan ('21)
- Riverfront Development Plan ('22)
- Complete Streets Ordinance ('20)
- Citywide Master Plan '22 Updates (Currently Underway)
- Sidewalk & Trails Master Plan ('21)
- SmartMoves RideKC Transit Plan and Climate Action Plan

Downtown KCK Industrial River Edge Vision Study

Kansas City Design Center (KCDC) Urban Design Studio 2022/2023



KDOT Project Timeline



Kansas Ave. Bridge Site



KANSAS AVENUE



Kansas Avenue

River Park Drive

Kansas

Missouri

American Royal Dr

Avenida Cesar E Chavez

Levee Road

Kansas River

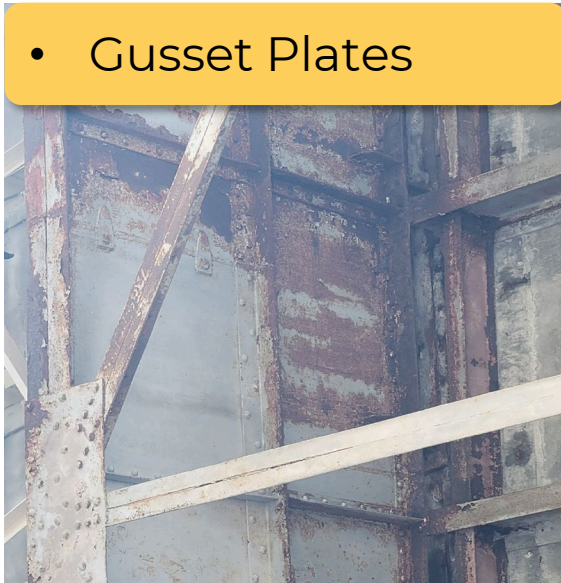
Quick Stats:

- Length = 1,395 Feet Lower
- 7,100 Average Daily Traffic
- Posted for 23T-43T-43T
- Non-ADA Compliant Sidewalk
- Fracture Critical Mitigation

Repairs Needed



- Expansion Joints



- Gusset Plates

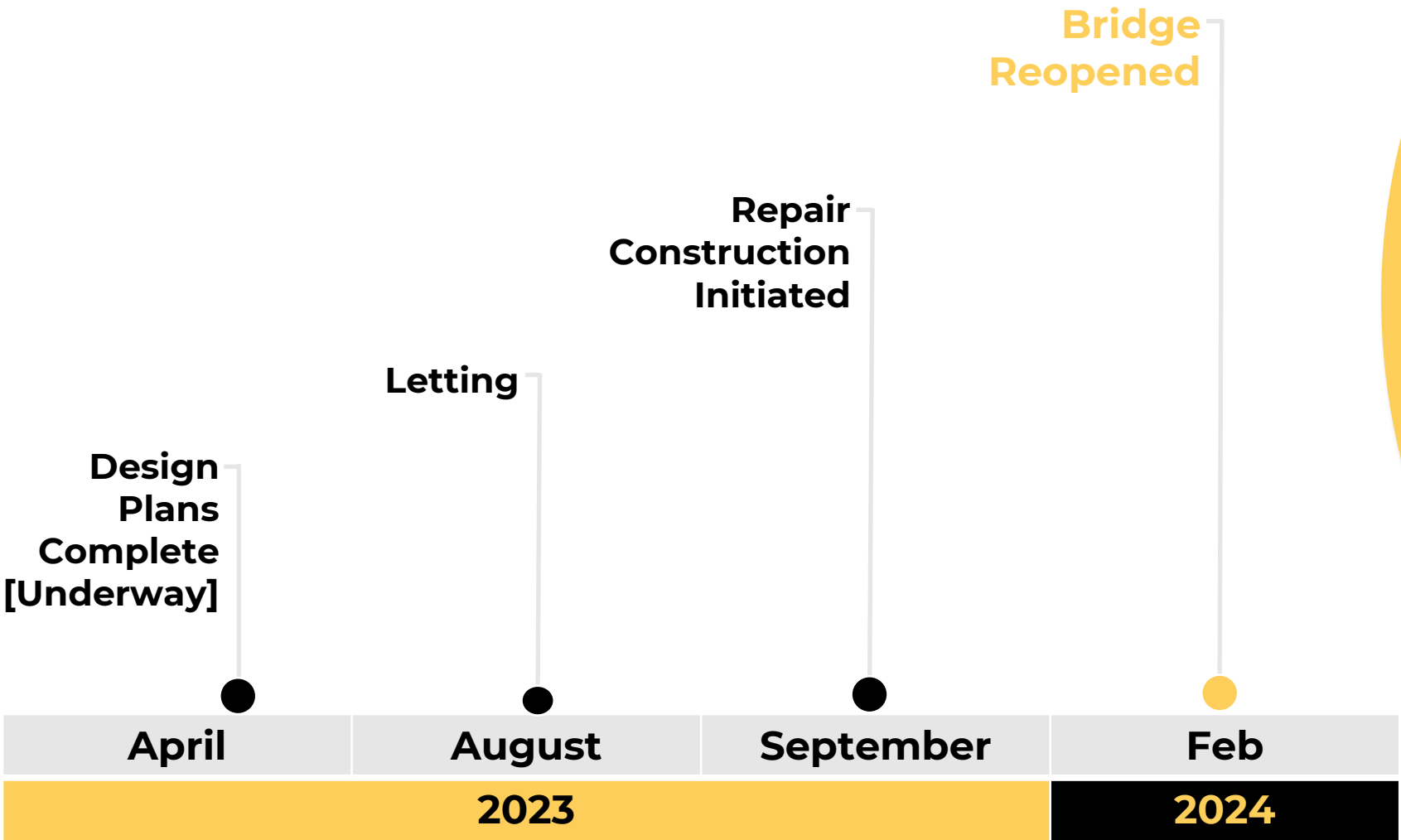


- Bridge Bearings



- Pier - KCMO

Short-Term Repairs Timeline



INFRA/MEGA Grant Application Development



Regional Freight
& Interstate
Commerce



Economic
Redevelopment



Connecting
Communities



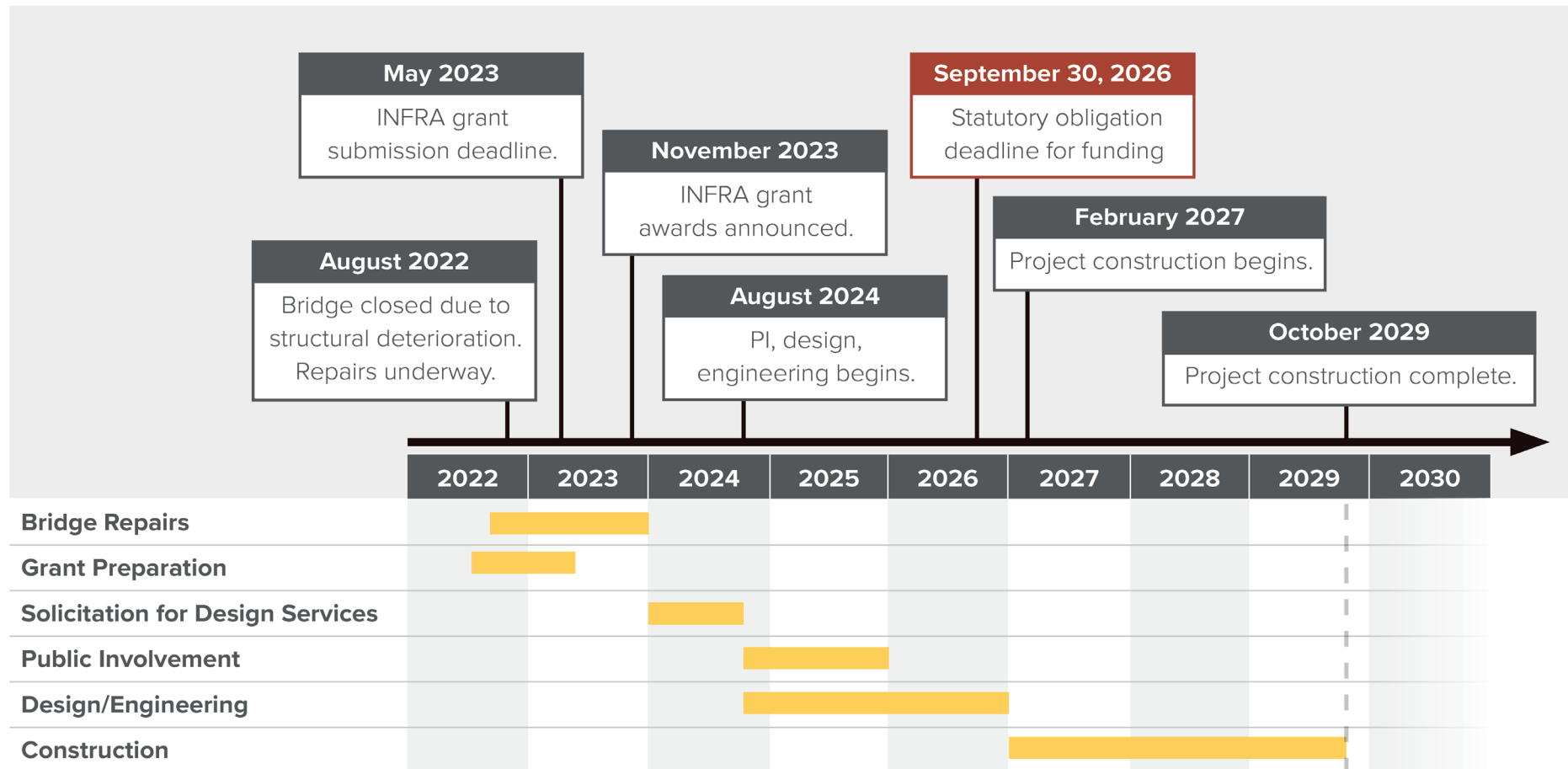
Increased Access
for Pedestrians
and Cyclists



Public Safety &
Social Equity

KC Connect Bi-State River Bridge Replacement Timeline

Anticipated Project Timeline (Tentative Pending Grant Release/Award)



KC Connect Bi-State River Bridge Replacement Funding Needs

Project Estimate: \$150M (approximately ½ UG, ½ KCMO)

Project split: approximately 50/50 between the UG and KCMO

MEGA/Infra Grant is a 60/40 split with 40% Matching

MEGA/Infra allows for an additional 20% Federal Funds to match



Proposed Project Funding

Total Estimated Project Cost	\$150M
UG 50% Portion*	\$75M
Possible Non-UG Funds	
MEGA/Infra Grant	\$45M
Additonal Federal Grants**	0-\$15M
Additonal State Funds	TBD
K-5 Ownership Turnback	0-\$4M
KC Levee Betterments***	0-\$2M
Remaining UG Funds Needed	\$9-\$30M
Possible UG Fund Sources	
Remaining Bridge Repair Funds	0-\$1M
Stormwater Utility Fund	0-\$5M
City GO Debt	TBD
City General Fund Cash	TBD
Dedicated Sales Tax Cash	TBD
Special Street and Highway Fund	TBD
Other Fund Sources (TBD)	TBD

*Totals for each City are approximate and will be determined based on the actual work completed in each City.

**The MEGA/Infra Grant allows for an additional 20% matching using Federal Funds but are not guaranteed and additional funds will need to be obtained.

***These funds have already been spent adjacent to the proposed project and may qualify as part of the UG's matching portion.



Action Items



Approve Resolution that commits the UG to paying up to **\$30M** for our local share of the grant match, if awarded.



Supply letters of support



Advocate and secure Letters of support from Mayor, DOTs, and state politicians





QUESTIONS?

RESOLUTION NO. R-_____

**A RESOLUTION AUTHORIZING FUNDING FOR THE KC CONNECT
BI-STATE RIVER BRIDGE REPLACEMENT**

WHEREAS, the Kansas Avenue Bridge is a 102-year-old, steel deck truss that spans the Kansas-Missouri border; and

WHEREAS, the Kansas Avenue Bridge has numerous areas of severe structural deterioration requiring repeated closures and extensive repair efforts to maintain service; and

WHEREAS, the Unified Government intends to submit a Mega/INFRA grant application through the United States Department of Transportation (USDOT) to assist with the funding; and

WHEREAS, the Mega/INFRA grant application requests up to \$90 million in funding from the USDOT, representing 60% of the total project cost, with the remaining 40% local match coming from combined funding from both the UG and The City of Kansas City, Missouri; and

WHEREAS, the Unified Government commits to utilizing a combination of available funding sources including, but not limited to, State Funds; Federal Grants; City Debt; City General Fund; Dedicated Sales Tax; Special Street & Highway Fund; Additional Grant Funding; and other sources that are applicable to the project; and

WHEREAS, repair of the bridge would reconnect the neighboring communities of Armourdale and Westside using revitalized, modern streetscapes emphasizing Complete Streets standards with improved pedestrian, bicycle, and ADA accommodations.

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

Section 1. Authorization. That the County Administrator is hereby authorized to spend up to and including Thirty Million Dollars and NO/100 (\$30,000,000.00) of (representing approximately 20% of the total project cost) to help pay for the KC Connect Bi-State River Bridge Replacement and is hereby authorized to negotiate the terms and execute in the name of the Unified Government all such contracts, documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 2. Further Action. The Mayor/CEO, County Administrator, and other officers, agents, and employees of the Unified Government are hereby further authorized and directed to take such further action as may be appropriate or desirable to accomplish the purpose of this Resolution.

Section 3. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the Unified Government.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS, THIS ____ DAY OF _____ 2023.**

UNIFIED GOVERNMENT CLERK

Approved as to Form:

Chief Counsel



Staff Request for Commission Action

Tracking No. 212315

Full Commission Meeting Date: 3/30/2023

Committee: Administration & Human Services

Date of Standing Committee Action:

(If none, please explain):

Publication Required: No

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
03/28/2023	Gunnar Hand	5751	ghand@wycokck.org	Planning and Urban Design

Item Description:

An inter-departmental working group (Planning + Urban Design, Public Works, Public Health, Economic Development, Fire, Community Development, Parks + Recreation, Finance and BPU) has developed a draft list of priority projects to collectively work on future grant pursuits for the remainder of 2023 calendar year. This list includes two (2) retro-active grant submittals, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action Requested:

Approve

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Interdepartmental Grant Proposals_2023.03 Presentation to Standing, Resolution approving interdepartmental grant proposal FINAL

2023 Grants

Recommendations

Proposed Projects
for Upcoming Funding
Opportunities

Presented by Gunnar H. Hand
Director Planning & Urban Design

Maximize Impact | Federal Funds

- Missed opportunities and lessons learned from 2022 grant pursuits
- Further leverage collaboration between departments for more focused pursuit of funds
- Move from chasing funding to prioritizing projects.

DECEMBER 2022

Multi-Department “Coalition”
Convenes
to Prepare for 2023
Grant Opportunities

UG Grants Point of
Contact Retires

JANUARY 2023

Team Reviewed:

- Current policy or policy review;
- Capacity for implementation;
- Alignment of multiple departments;
- Builds on other investments.

FEBRUARY 2023

Detailed Known State,
Federal Funding

Brainstormed
Comprehensive List of
Previously-Defined,
“Fundable” Projects

MARCH 2023

Refined 2023 Project Lists
for Presentation to
Commission



Collaborate | Maximize Every Dollar



PROJECT A
Levee Betterment
Project



PROJECT B
East-West Transit Study
Phase II



PROJECT C
Northeast Watershed Betterment
& Heritage Trail Implementation



PROJECT D
Regional Public Safety
Training Facility & Community
Center



PROJECT E
Countywide Weatherization Program



PROJECT F
Kansas Avenue Bridge



PROJECT G
Northeast & Edwardsville Micro-
Transit
and Other Rideshare Programs



PROJECT H
Citywide Fleet
Electrification
Pilot Project

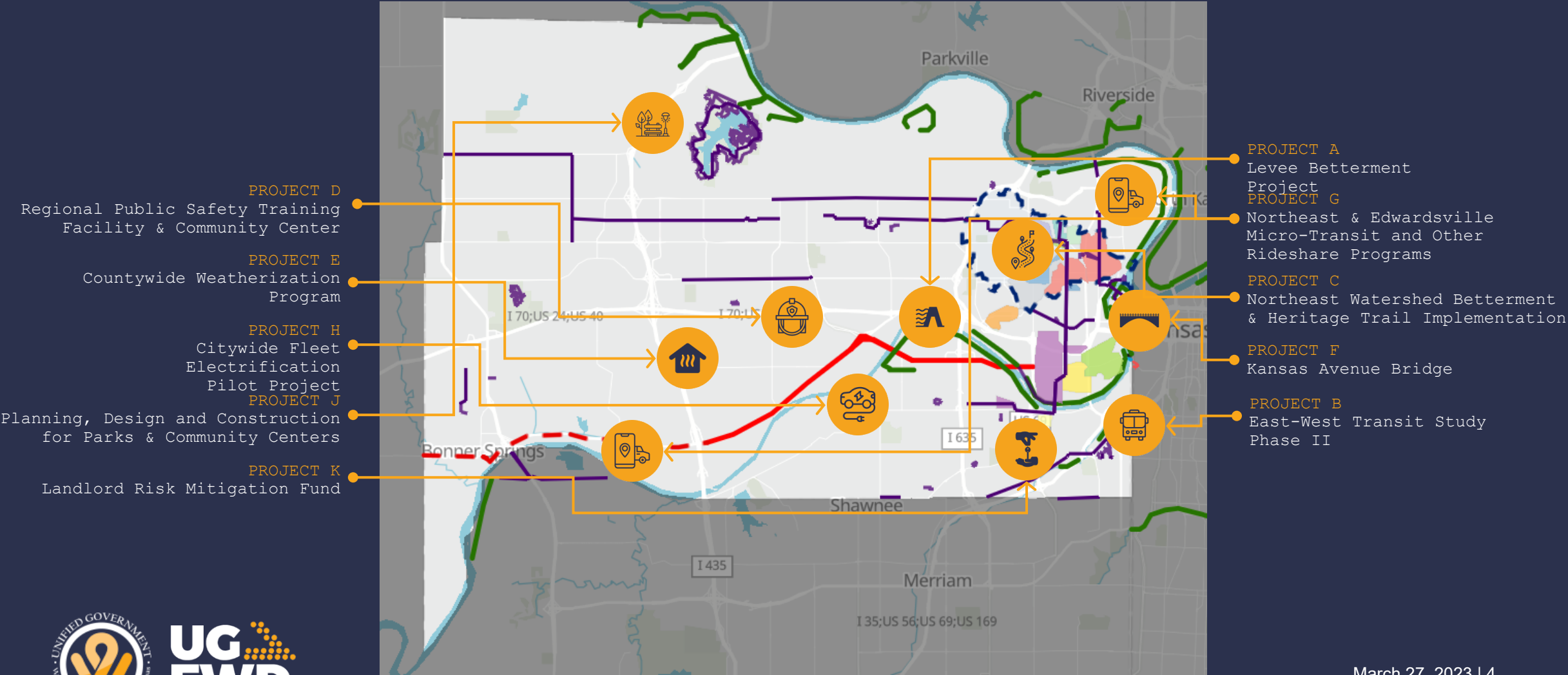


PROJECT J
Planning, Design and Construction for
Parks & Community Centers



PROJECT K
Landlord Risk Mitigation
Fund

Collaborate | Maximize Every Dollar



PROJECT A |
Levee Betterment Project



PROJECT AT-A-GLANCE

Partners	Public Works, Public Health, Planning & Urban Design, Armourdale Renewal Association, Rock Island Bridge Development
Project Cost	>\$25M
Project Timeline	As soon as funding is awarded
Relevant Plans	Armourdale Area Master Plan; goDotte Countywide Mobility Strategy
Relevant Grants	BASE grant (submitted January 2023)

PROJECT SCOPE

As the United States Army Corps of Engineers is improving the Kansas River levee system across Wyandotte, it is time for reinvestment in KCK’s waterfront communities. Beginning in the historic Northeast and Armourdale neighborhoods, the UG is developing riverfront access, trails, and amenities. The Rock Island Bridge and Heritage Trail connections are designed to provide access to healthy activities, connection to neighboring communities and job markets (including Kansas City, Missouri and Johnson County Kansas), as well as entertainment and new business ventures.

PROJECT B |
East-West Transit Study
Phase II



PROJECT AT-A-GLANCE	
Partners	Transportation; Public Works; Public Health; Planning; KCKFD; Rosedale Development Association; KCATA; City of Kansas City, Missouri; RideKC Streetcar; University of Kansas Health System
Project Cost	\$4.5M (no match from Project Partners)
Project Timeline	Q1 2024 – Q1 2027
Relevant Plans	Northeast Area Master Plan; NE KCK Heritage Trail Plan; goDotte Countywide Mobility Strategy
Relevant Grants	RAISE Grant (submitted Feb 2023; no match)

PROJECT SCOPE

Beginning in 2022, the Kansas City Area Transportation Authority (KCATA) and project partners, including the UG, evaluated an east-west, high-capacity transit connection between the University of Kansas Health System and Rock Island Corridor/Truman Sports Complex (Kauffman Stadium and Arrowhead Stadium). Results of this initial project phase have determined a streetcar route that will end at the KU Medical Center in Rosedale. Project partners, which include RideKC Streetcar and Kansas City, Missouri, are pursuing funding through the 2023 RAISE grant, which will allow for advanced planning and preliminary engineering of the selected streetcar route. The East-West transit corridor would be the first bi-state fixed route line in over 100 years and opens the door for future streetcar expansion into KCK and Wyandotte County.

PROJECT C |
Northeast Watershed Betterment
& Heritage Trail Implementation



PROJECT AT-A-GLANCE

Partners	Public Works; Parks & Recreation; Planning; Public Health; Land Bank; KCKFD; Groundwork NRG; Quindaro Foundation Project; Sumner Academy; USD 500
Project Cost	See call-out
Project Timeline	See call-out
Relevant Plans	Northeast Area Master Plan; Watershed Deficiency Study; Combined Sewer Overflow Control Plan; Parks Master Plan; UG Sidewalk & Trails Master Plan; goDotte Countywide Mobility Strateg
Relevant Grants	See call-out

PROJECT SCOPE

Northeast KCK requires many infrastructure updates and implementation which the commission has supported through the approvals of WIFIA/SRF/ARPA funded programs and partnering with MARC to fund much needed studies. Many ongoing projects, such as Jersey Creek Naturalization, are partially funded but require additional grants to be completed. Funding the Heritage Trail will pull the community’s history to the forefront, generate positive economic impacts, increase mobility, and contribute to improve human and environmental health. The Heritage Trail project can weave in adjacent projects that address community needs, such as access to healthy foods, green infrastructure improvements, and any betterment additions to the ongoing Jersey Creek naturalization and Waterway Corridor Improvements.



PROJECT C |
Northeast Watershed Betterment
& Heritage Trail Implementation



1. Jersey Creek Naturalization

Committed Costs: \$3M for preliminary design
Needed Funds: \$1.5M match. \$25M+ construction.
Project Timeline: Engineering study awaiting congressional approval.
Relevant Grants: USACE General Investigation Program

3. Waterway & Big 11 Lake Parks

Committed Costs: \$7.5M WIFIA/SRF
Needed Funds: \$5M-\$7M (design-dependent)
Project Timeline: Detail Design & Funding Needs by 2024
Phase I Complete: 2027
Relevant Grants: None yet identified.

2. NE KCK Heritage Trail

Committed Costs: \$300,000 (Sunflower)
Needed Funds: \$5.2M-\$5.5M
Project Timeline: 3-5 years
Relevant Grants: Carbon Reduction Funding (June 2023)

4. Sumner Green Corridor

Committed Costs: \$15.7M WIFIA/SRF
\$1.5M Community Projects
Needed Funds: Design-dependent
Project Timeline: Study Funding Need: 2025
Phase I Complete: 2027
Relevant Grants: None yet identified.

PROJECT D |
Regional Public Safety
Training Facility & Community Center



PROJECT AT-A-GLANCE

Partners	KCKFD; KCKPD; Sheriff’s Department; Parks & Recreation; Planning; Public Health; Land Bank; Groundwork NRG; KCKCC; USD 500; Donnelly College; MIDE; Tesseract
Project Cost	\$100M
Project Timeline	Five years from start.
Relevant Plans	
Relevant Grants	Technology & Innovation Hub Program (EDA)

PROJECT SCOPE

This regional training facility would serve public safety organizations across the metropolitan area, offering training and educational opportunities for existing professionals and workforce development for future public safety professionals. The facility would serve as a multi-service hub, offering health care services, childcare, enhanced transit facilities and an interactive museum. Collaboration with multiple entities is essential in the execution of this interdisciplinary facility, engaging stakeholders such as health-focused organizations and local schools and colleges. The facility can also double as potential income generator, renting out space, equipment, and amenities for events and training. The facility serves many community needs while preparing future generations for careers in public safety, trades, and technology.

PROJECT E |
Countywide Weatherization Program



PROJECT AT-A-GLANCE	
Partners	BPU; Public Health; Planning; Parks & Recreation; Public Works; Land Bank; KCKFD; NBRs; Local Colleges; Public Schools; Housing Authority
Project Cost	\$2.5M-\$3M (weatherization + community solar)
Project Timeline	1-2 years
Relevant Plans	
Relevant Grants	Energy Efficiency & Conservation Block Grant Program (due 4/28/2023). Healthy Homes & Weatherization Cooperation Demonstration Grant (HUD).

PROJECT SCOPE

The Board of Public Utilities (BPU) recognizes the need to shift to more efficient, affordable energy production and consumption. Utility bills are rising while many of the aging homes require retrofitting and weatherization. One component of this program would be an Energy Audit and Weatherization Program, which could provide weatherization solutions and financial assistance for more energy efficient upgrades. BPU would also pursue a Community Solar Farm to expand its renewable energy portfolio and diversify production away from fossil fuels. This will not only help decrease the cost of utilities, but contribute to lower emissions and by extension, better air quality. Services related to weatherization could partner with existing home programs, such as lead pipe replacement.

PROJECT F |
Kansas Avenue Bridge



PROJECT AT-A-GLANCE

Partners	Public Works, Transportation; Planning
Project Cost	\$200M
Project Timeline	Grant dependent
Relevant Plans	goDotte Countywide Mobility Plan
Relevant Grants	MegaInfra Grant (May 2023)

PROJECT SCOPE

The Kansas Avenue Bridge project is an interjurisdictional project partnering with KCMO to replace and rehabilitate this bi-state connector from Southwest Trafficway to 7th Street. This infrastructure endeavor will be an opportunity to implement the UG’s Complete Streets ordinance, service ongoing Levee betterment projects, and serve as an economic development tool.

PROJECT G |
Northeast & Edwardsville Micro-Transit
& Other Rideshare Programs



PROJECT AT-A-GLANCE

Partners	Transportation; Public Works; Planning; Public Health; NBRs; City of Edwardsville
Project Cost	TBD
Project Timeline	Summer 2023
Relevant Plans	goDotte Countywide Mobility Plan; Northeast Area Master Plan
Relevant Grants	Congestion Mitigation and Air Quality Grant (CMAQ)

PROJECT SCOPE

Micro Transit is flexible routing and scheduling using a smaller vehicle within a designated area. The service only operates when there is a demand, making it more efficient and responsive to riders. The Department of Transportation intends to expand service in Northeast KCK and Edwardsville. The Department of Transportation would also like to expand rideshare programs such as non-emergency medical transportation.

PROJECT H |
Citywide Fleet Electrification
Pilot Project



PROJECT AT-A-GLANCE

Partners	Transportation; BPU; Public Works; KCKFD; KCKPD; Sheriff’s Department; Parks & Recreation; and all UG vehicles
Project Cost	TBD
Project Timeline	Grant dependent
Relevant Plans	goDotte Countywide Mobility Plan
Relevant Grants	Climate Pollution Reduction Grant

PROJECT SCOPE

Electrifying fleet vehicles (including UG Transit vehicles, school buses, and municipal fleets) would increase cost savings in the long run, reduce emissions, and contribute to improved air quality. This project requires educational initiatives, the implementation of EV infrastructure, and development of a solar farm and battery storage system. Any electrification project seeking federal funds will require a Zero-Emission Fleet Transition Plan. Available federal funding focuses on a fleet electrification demonstration, such as electric vehicle charging at transit stops along State Avenue or charging stations around City Hall.

PROJECT J |
Planning, Design and Construction
for Parks & Community Centers



PROJECT AT-A-GLANCE

Partners	Parks & Recreation; KCKFD; Transportation; Public Works; Planning; and community engagement partners
Project Cost	Dependent on grant scope (facilities, grounds, programming, etc.)
Project Timeline	As funds are awarded
Relevant Plans	Parks Master Plan; Recreation Center Study
Relevant Grants	HUD Community Project Funding

PROJECT SCOPE

Many Wyandotte parks facilities need remediation, revitalization, and repurposing to meet community needs. Additionally, many active facilities need HVAC and other basic infrastructure improvement to maintain functionality. Wyandotte County Parks must also improve programming to meet the needs of their neighborhoods and communities. Not all communities have the same programming needs, and through the necessary investment programs can be tailored, created, and staffed to meet those needs. Wyandotte County has committed to investing in its parks through local grant awards, master plans, beautification programs, and other health initiatives. To capitalize on this investment and maximize its impacts, we would like to pursue grants for facilities, grounds, beautification, health, and programming as they become available.

PROJECT K |
Landlord Risk Mitigation Fund



PROJECT AT-A-GLANCE

Partners	Public Health; Livable Neighborhoods; Housing Authority; Wyandot Behavioral Health Network; United Way of Greater KC; Cross-Lines Community Outreach; Avenue of Life; Friends of Yates; Metro Lutheran Ministries; Community Health Council of Wyandotte County
Project Cost	\$251,500
Project Timeline	2-Year Program Pilot; start with receipt of funding
Relevant Plans	Community Health Improvement Plan; Analysis of Impediments to Fair Housing
Relevant Grants	Local health foundations; Community development funders

PROJECT SCOPE

The Landlord Risk Mitigation Fund was identified in the Community Health Improvement Plan (CHIP) and championed by the Mayor’s Task Force on Unhoused/Residents in Need.

This fund would provide financial assurance by covering damaged property, non-payment of rent, or eviction costs to incentivize local landlords to accept vouchers and participate in other affordable housing programs.

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE 2023 INTER-DEPARTMENTAL GRANT
COALITION PROPOSAL**

WHEREAS, in December 2022, staff representatives from the Board of Public Utilities (BPU) and eight (8) departments, including Public Health, Public Works, Parks & Recreation, Transportation, Planning + Urban Design, Fire Department, Community Development, Strategic Communications, and Economic Development, came together to improve collaboration and communication in order to select a short list of projects to pursue; and

WHEREAS, since that initial meeting, this informal “Grant Coalition” held multiple planning workshops with the primary objective of prioritizing interdepartmental projects and grants to pursue for the next year; and

WHEREAS, the Coalition collectively reviewed current plans and strategies across departments in order to select community-identified projects, discuss budget and staff capacity, and develop a process for selecting projects and grants; and

WHEREAS, the coalition then selected projects that spanned multiple departments and could mutually benefit from collaborative grant writing efforts; and

WHEREAS, given the interdepartmental and interdisciplinary nature of many needs in our county and city, it is the Coalition’s intention to formalize this process and repeat its evaluation annually, presenting recommendations to Standing Committee and the Board of Commissioners each year; and

WHEREAS, this process will allow the UG to better streamline project identification, budget allocation, and internal and external collaboration, and would not preclude any ongoing or episodic opportunities that arise between departments, nor will it interfere with individual department efforts; instead, it is a way to pursue additional projects and ensure that the Unified Government harnesses the billions of dollars of federal funding currently available; and

WHEREAS, the projects selected for 2023 are:

1. Levee Betterment Project
 - a. **PROJECT SCOPE:** As the United States Army Corps of Engineers is improving the Kansas River levee system across Wyandotte, it is time for reinvestment in KCK’s waterfront communities. Beginning in the historic Northeast and Armourdale neighborhoods, the UG is developing riverfront access, trails, and amenities. The Rock Island Bridge and Heritage Trail connections are designed to provide access to healthy activities, connection to neighboring communities and job markets (including Kansas City, Missouri and Johnson County Kansas), as well as entertainment and new business ventures.

- b. PROJECT PARTNERS: Public Works, Public Health, Planning & Urban Design, Armourdale Renewal Association, Rock Island Bridge Development.
 - c. PROJECT COST: Greater than \$25M
 - d. PROJECT TIMELINE: As soon as funding is awarded.
 - e. RELEVANT PLANS: Armourdale Area Master Plan; goDotte Countywide Mobility Strategy
 - f. RELEVANT GRANTS: BASE grant (submitted January 2023)
- 2. East-West Transit Study Phase II
 - a. PROJECT SCOPE: Beginning in 2022, the Kansas City Area Transportation Authority (KCATA) and project partners, including the Unified Government, evaluated an east-west, high-capacity transit connection between the University of Kansas Health System and Rock Island Corridor/Truman Sports Complex (Kauffman Stadium and Arrowhead Stadium). Results of this initial project phase have determined a streetcar route that will end at the KU Medical Center in Rosedale. Project partners, which include RideKC Streetcar and Kansas City, Missouri, are pursuing funding through the 2023 RAISE grant, which will allow for advanced planning and preliminary engineering of the selected streetcar route. The East-West transit corridor would be the first bi-state fixed route line in over 100 years and opens the door for future streetcar expansion into KCK and Wyandotte County.
 - b. PROJECT PARTNERS: Transportation, Public Works, Public Health, Planning, Fire Department, RDA, KCATA, KCMO, RideKC Streetcar, University of Kansas Health System
 - c. PROJECT COST: \$4.5M (no match from Project partners)
 - d. PROJECT TIMELINE: 1st Quarter 2024
 - e. RELEVANT PLANS: Northeast Area Master Plan, NE KCK Heritage Trail Plan, goDotte Countywide Mobility Strategy
 - f. RELEVANT GRANTS: RAISE Grant – submitted February 28, 2023. Qualifies for no match.
- 3. Northeast Watershed Betterment and Heritage Trail Implementation
 - a. PROJECT SCOPE: Northeast KCK requires many infrastructure updates and implementation which the commission has supported through the approvals of WIFIA/SRF/ARPA funded programs and partnering with MARC to fund much needed studies. Many ongoing projects, such as Jersey Creek Naturalization, are partially funded but require additional grants to be completed. Funding the Heritage Trail will pull the community's history to the forefront, generate positive economic impacts, increase mobility, and contribute to improve human and environmental health. The Heritage Trail project can weave in adjacent projects that address community needs, such as access to healthy foods, green infrastructure improvements, and any betterment additions to the ongoing Jersey Creek naturalization and Waterway Corridor Improvements.
 - b. PROJECT PARTNERS: Public Works; Parks & Recreation; Planning; Public Health; Land Bank; KCKFD; Groundwork NRG; Quindaro Foundation Project; Sumner Academy; USD 500.
 - c. PROJECT COST, TIMELINE, AND RELEVANT GRANTS:
 - i. Jersey Creek Naturalization:
 - 1. Committed costs: \$3M for preliminary design;

2. Funds needed: \$1.5M match, \$25M or more for construction;
 3. Timeline: engineering study awaiting congressional approval;
 4. Relevant grant: USACE General Investigation Program.
- ii. NE KCK Heritage Trail:
 1. Committed costs: \$300,000 (Sunflower);
 2. Funds needed: \$5.2M-\$5.5M;
 3. Timeline: 3-5 years;
 4. Relevant grants: Carbon Reduction Funding (June 2023).
- iii. Waterway and Big 11 Lake Parks
 1. Committed costs: \$7.5M WIFIA/SRF
 2. Funds needed: \$5M-\$7M (design-dependent)
 3. Timeline: Detail design and funding needs by 2024; phase I complete 2027
 4. Relevant grants: None yet identified.
- iv. Sumner Green Corridor
 1. Committed costs: \$15.7M WIFIA/SRF
 2. Funds needed: Design-dependent
 3. Timeline: Study I funding need by 2025; phase I complete 2027
 4. Relevant grants: None yet identified.
- d. RELEVANT PLANS: Northeast Area Master Plan; Watershed Deficiency Study; Combined Sewer Overflow Control Plan; Parks Master Plan; UG Sidewalk & Trails Master Plan; goDotte Countywide Mobility Strategy; NE KCK Heritage Trail Plan
4. Regional Public Safety Training Facility and Community Center
 - a. PROJECT SCOPE: This regional training facility would serve public safety organizations across the metropolitan area, offering training and educational opportunities for existing professionals and workforce development for future public safety professionals. The facility would serve as a multiservice hub, offering health care services, childcare, enhanced transit facilities and an interactive museum. Collaboration with multiple entities is essential in the execution of this interdisciplinary facility, engaging stakeholders such as health-focused organizations and local schools and colleges. The facility can also double as potential income generator, renting out space, equipment, and amenities for events and training. The facility serves many community needs while preparing future generations for careers in public safety, trades, and technology.
 - b. PROJECT PARTNERS: KCKFD; KCKPD; Sheriff's Department; Parks & Recreation; Planning; Public Health; Land Bank; Groundwork NRG; KCKCC; USD 500; Donnelly College; MIDE; Tesseract
 - c. PROJECT COST: \$100M
 - d. PROJECT TIMELINE: Five years from start.
 - e. RELEVANT PLANS: N/A
 - f. RELEVANT GRANTS: Technology & Innovation Hub Program (EDA).
5. Countywide Weatherization Program
 - a. PROJECT SCOPE: The Board of Public Utilities (BPU) recognizes the need to shift to more efficient, affordable energy production and consumption. Utility bills are rising while many of the aging homes require

retrofitting and weatherization. One component of this program would be an Energy Audit and Weatherization Program, which could provide weatherization solutions and financial assistance for more energy efficient upgrades. BPU would also pursue a Community Solar Farm to expand its renewable energy portfolio and diversify production away from fossil fuels. This will not only help decrease the cost of utilities, but contribute to lower emissions and by extension, better air quality. Services related to weatherization could partner with existing home programs, such as lead pipe replacement.

- b. PROJECT PARTNERS: BPU; Public Health; Planning; Parks & Recreation; Public Works; Land Bank; KCKFD; NBRs; Local Colleges; Public Schools; Housing Authority
 - c. PROJECT COST: \$2.5M-\$3M (weatherization and community solar)
 - d. PROJECT TIMELINE: 1-2 years
 - e. RELEVANT PLANS: N/A
 - f. RELEVANT GRANTS: Energy Efficiency & Conservation Block Grant Program (due 4/28/2023). Healthy Homes & Weatherization Cooperation Demonstration Grant (HUD).
6. Kansas Avenue Bridge
 - a. PROJECT SCOPE: The Kansas Avenue Bridge project is an interjurisdictional project partnering with KCMO to replace and rehabilitate this bi-state connector from Southwest Trafficway to 7th Street. This infrastructure endeavor will be an opportunity to implement the UG's Complete Streets ordinance, service ongoing Levee betterment projects, and serve as an economic development tool.
 - b. PROJECT PARTNERS: Public Works, Transportation; Planning
 - c. PROJECT COST: \$200M
 - d. PROJECT TIMELINE: Grant dependent
 - e. RELEVANT PLANS: goDotte Countywide Mobility Plan
 - f. RELEVANT GRANTS: MegaInfra Grant (May 2023).
7. Northeast and Edwardsville Micro-Transit and Other Rideshare Programs
 - a. PROJECT SCOPE: Micro Transit is flexible routing and scheduling using a smaller vehicle within a designated area. The service only operates when there is a demand, making it more efficient and responsive to riders. The Department of Transportation intends to expand service in Northeast KCK and Edwardsville. The Department of Transportation would also like to expand rideshare programs such as non-emergency medical transportation.
 - b. PROJECT PARTNERS: Transportation; Public Works; Planning; Public Health; NBRs; City of Edwardsville
 - c. PROJECT COST: TBD
 - d. PROJECT TIMELINE: Summer 2023
 - e. RELEVANT PLANS: goDotte Countywide Mobility Plan; Northeast Area Master Plan
 - f. RELEVANT GRANTS: Congestion Mitigation and Air Quality (CMAQ) Grant
8. Citywide Fleet Electrification Pilot Project
 - a. PROJECT SCOPE: Electrifying fleet vehicles (including UG Transit vehicles, school buses, and municipal fleets) would increase cost savings in the long run, reduce emissions, and contribute to improved air quality. This project requires educational initiatives, the implementation of EV

infrastructure, and development of a solar farm and battery storage system. Any electrification project seeking federal funds will require a Zero-Emission Fleet Transition Plan. Available federal funding focuses on a fleet electrification demonstration, such as electric vehicle charging at transit stops along State Avenue or charging stations around City Hall.

- b. PROJECT PARTNERS: Transportation; BPU; Public Works; KCKFD; KCKPD; Sheriff's Department; Parks & Recreation; and all UG vehicles
 - c. PROJECT COST: TBD
 - d. PROJECT TIMELINE: Grant dependent
 - e. RELEVANT PLANS: goDotte Countywide Mobility Plan
 - f. RELEVANT GRANTS: Climate Pollution Reduction Grant
9. Planning, Design and Construction for Parks and Community Centers
- a. PROJECT SCOPE: Many Wyandotte parks facilities need remediation, revitalization, and repurposing to meet community needs. Additionally, many active facilities need HVAC and other basic infrastructure improvement to maintain functionality. Wyandotte County Parks must also improve programming to meet the needs of their neighborhoods and communities. Not all communities have the same programming needs, and through the necessary investment programs can be tailored, created, and staffed to meet those needs. Wyandotte County has committed to investing in its parks through local grant awards, master plans, beautification programs, and other health initiatives. To capitalize on this investment and maximize its impacts, we would like to pursue grants for facilities, grounds, beautification, health, and programming as they become available.
 - b. PROJECT PARTNERS: Parks & Recreation; KCKFD; Transportation; Public Works; Planning; and community engagement partners
 - c. PROJECT COST: Dependent on grant scope (facilities, grounds, programming, etc.)
 - d. PROJECT TIMELINE: As funds are awarded
 - e. RELEVANT PLANS: Parks Master Plan; Recreation Center Study
 - f. RELEVANT GRANTS: HUD Community Project Funding
10. Landlord Risk Mitigation Fund
- a. PROJECT SCOPE: The Landlord Risk Mitigation Fund was identified in the Community Health Improvement Plan (CHIP) and championed by the Mayor's Task Force on Unhoused/Residents in Need. This fund would provide financial assurance by covering damaged property, non-payment of rent, or eviction costs to incentivize local landlords to accept vouchers and participate in other affordable housing programs.
 - b. PROJECT PARTNERS: Public Health; Livable Neighborhoods; Housing Authority; Wyandot Behavioral Health Network; United Way of Greater KC; Cross-Lines Community Outreach; Avenue of Life; Friends of Yates; Metro Lutheran Ministries; Community Health Council of Wyandotte County
 - c. PROJECT COST: \$251,500
 - d. PROJECT TIMELINE: 2-Year Program Pilot; start with receipt of funding
 - e. RELEVANT PLANS: Community Health Improvement Plan; Analysis of Impediments to Fair Housing
 - f. RELEVANT GRANTS: Local health foundations; Community development funders

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

Section 1. The Unified Government Board of Commissioners hereby approves the Inter-departmental Grant Coalition Proposal to pursue grant funding for the above-described projects.

Section 2. Further Action. The Mayor/CEO, County Administrator, and other officers, agents, and employees of the Unified Government are hereby further authorized and directed to take such further action as may be appropriate or desirable to accomplish the purpose of this Resolution.

Section 3. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the Unified Government.

**APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS,
THIS APRIL 13, 2023.**

Tyron Garner, Mayor/CEO

Attest:

Unified Government Clerk

Approved as to Form:



Staff Request for Commission Action

Tracking No. 212316

Full Commission Meeting Date: 3/30/2023

Committee: Administration & Human Services

Date of Standing Committee Action:

(If none, please explain):

Publication Required: No

<u>Date:</u> 03/28/2023	<u>Contact Name:</u> Gunnar Hand	<u>Contact Phone:</u> 5751	<u>Contact Email:</u> ghand@wycokck.org	<u>Department/Division:</u> Planning and Urban Design
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Item Description:

A request of local match funding from the designated ARPA set-aside for both the RAISE bi-state corridor planning grant (\$350,000) and the Safe Streets for All (SS4A) Vision Zero action plan (up to \$200,000), submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action Requested:

Approve

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

SS4A-FY22-Action-Plan-Grant-Awards-by-State, UG_2022RAISE_Partner Agreement_Executable_UG SIGNED, ARPA RAISE Bi-state and SS4A - Resolution



Safe Streets and Roads for All FY22 Action Plan Awards by State

The following tables list all Safe Streets and Roads for All (SS4A) Action Plan awards by State.

Alabama

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
City of Dothan	Develop a Safety Action Plan for the City of Dothan, Alabama	Action Plan	Rural	\$235,336.00
City of Foley	City of Foley Safe Streets for All Action Plan Grant Application	Action Plan	Rural	\$108,500.00
City of Northport	Safely Connecting Community, Culture, and Commerce	Action Plan	Rural	\$192,000.00
City of Talladega	City of Talladega Safe Streets and Roads for All Action Plan	Action Plan	Rural	\$280,000.00
Jackson County Department of Public Works	Comprehensive Action Plan for Jackson County, AL	Action Plan	Rural	\$84,080.00
Regional Planning Commission of Greater Birmingham	Central Alabama Safety Action Plan for a Six-County Region with 88 Municipalities	Action Plan	Urban	\$310,000.00
The City of Enterprise	Planning for Safe Streets and Roadways in Enterprise, AL	Action Plan	Rural	\$180,000.00
Top of Alabama Regional Council of Governments	Top of Alabama RPO Guide to Enhancing Transportation Safety (TARGETS)	Action Plan	Urban	\$400,000.00
Total Alabama				\$1,789,916.00

Alaska

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
City and Borough of Juneau	SS4A Action Plan Grant to the City & Borough of Juneau in Alaska	Action Plan	Rural	\$280,000.00
City and Borough of Sitka	Comprehensive Safety Action Plan - City and Borough of Sitka	Action Plan	Rural	\$550,000.00
City of Mekoryuk	Developing a Comprehensive Safety Action Plan for the City of Mekoryuk	Action Plan	Rural	\$6,263.08
City of Saint Paul	Saint Paul and Saint George Islands Regional Action Plan	Action Plan	Rural	\$200,000.00
Kenai Peninsula Borough	Kenai Peninsula Borough Safe Streets Comprehensive Action Plan for All Communities and Cities	Action Plan	Rural	\$960,000.00
Ketchikan Gateway Borough	Ketchikan Gateway Borough Safe Streets and Roads for All (SS4A) Action Plan Development	Action Plan	Rural	\$200,000.00
Matanuska-Susitna Borough	Matanuska-Susitna Borough Action Plan	Action Plan	Rural	\$479,600.00
Total Alaska				\$2,675,863.08

Arizona

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
City of Glendale	City of Glendale Safe Streets for All Action Plan Funding Application	Action Plan	Urban	\$799,834.00

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
City of Mesa	Transportation Comprehensive Safety Plan Development	Action Plan	Urban	\$750,000.00
City of Phoenix	City of Phoenix Supplemental Action Plan	Supplemental Action Plan	Urban	\$460,000.00
City of Scottsdale	City of Scottsdale Street Safety Action Plan	Action Plan	Urban	\$300,000.00
City of Tolleson	Creation of City's First Action Plan to Eliminate Roadway Serious Injuries and Fatalities	Action Plan	Urban	\$200,000.00
MetroPlan (Flagstaff Metropolitan Planning Organization)	MetroPlan Flagstaff Vulnerable Road Users Safety Plan	Action Plan	Rural	\$201,360.00
Pima County	Pima County Safe Streets for All: Creating a Culture of Safety for Our Community	Action Plan	Urban	\$1,520,000.00
Town of Prescott Valley	Town of Prescott Valley Transportation Safety Action Plan	Action Plan	Rural	\$544,896.00
Total Arizona				\$4,776,090.00

Arkansas

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
City of Batesville	The City of Batesville, located in the Delta Region of North Central Arkansas, Safe Streets Action Plan	Action Plan	Rural	\$250,000.00
City of Fort Smith	City of Fort Smith Comprehensive Safety Action Plan Development	Action Plan	Rural	\$280,000.00

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Forrest City	SS4A Action Plan Grant for Forrest City, Arkansas	Action Plan	Rural	\$366,241.00
Metroplan (a Council of Local Governments in Arkansas)	Central Arkansas Safety Action Plan	Action Plan	Urban	\$700,000.00
Mississippi County	SS4A Action Plan for Mississippi County, AR	Action Plan	Rural	\$160,000.00
Northwest Arkansas Regional Planning Commission Metropolitan Planning Organization	Northwest Arkansas Safe Streets for All Regional Comprehensive Safety Action Plan	Action Plan	Urban	\$300,000.00
Total Arkansas				\$2,056,241.00

California

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Butte County	Butte County Safety Action Plan for Bikes, Pedestrians and Motor Vehicles	Action Plan	Rural	\$788,000.00
Cher-Ae Heights Indian Community of the Trinidad Rancheria	Trinidad Rancheria Safety Action Plan	Action Plan	Rural	\$168,000.00
City of Colton	City of Colton Citywide Comprehensive Safety Action Plan	Action Plan	Urban	\$96,000.00
City of Colusa	City of Colusa Comprehensive Action Safety Plan	Action Plan	Rural	\$200,000.00
City of Costa Mesa	City of Costa Mesa Safe Routes to School Action Plan	Action Plan	Urban	\$630,472.00

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
City of Dinuba	Dinuba Vision Zero Action Plan	Action Plan	Rural	\$344,000.00
City of Fresno	City of Fresno Vision Zero Action Plan	Action Plan	Urban	\$400,000.00
City of Fullerton	City of Fullerton Safe Streets and Roads for All Planning Grant	Action Plan	Urban	\$200,000.00
City of Indian Wells	City of Indian Wells Comprehensive Traffic Safety Action Plan	Action Plan	Rural	\$200,000.00
City of Irwindale	Safe Streets and Roads for All Action Plan Grant for City of Irwindale in California	Action Plan	Urban	\$184,000.00
City of La Habra	City of La Habra Safe Routes to School Action Plan Development Project	Action Plan	Urban	\$320,000.00
City of Laguna Beach	City of Laguna Beach Citywide Safety Action Plan	Action Plan	Urban	\$200,000.00
City of Laguna Niguel	City of Laguna Niguel Active Transportation Safety Plan	Action Plan	Urban	\$200,000.00
City of Modesto	This project will develop an action plan	Action Plan	Urban	\$1,000,000.00
City of Monterey	SS4A Complete Action Plan Grant to City of Monterey, California	Action Plan	Rural	\$200,000.00
City of Moreno Valley	City of Moreno Valley Action Plan	Action Plan	Urban	\$435,600.00
City of Napa	Supplemental Action Plan: Complete Streets Improvement Plan for High-Injury Corridor in Napa, CA	Supplemental Action Plan	Rural	\$400,000.00

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
City of Palm Desert Public Works	Palm Desert Vision Zero Strategy	Action Plan	Urban	\$720,000.00
City of Palo Alto	Palo Alto Safe Streets for All Action Plan	Action Plan	Urban	\$160,000.00
City of Pasadena	SS4A Action Plan Grant to support Local Road Safety Plan	Action Plan	Urban	\$200,000.00
City of Pleasant Hill	2022 Pleasant Hill Action Plan	Action Plan	Urban	\$240,000.00
City of Redding	City of Redding Safe Streets and Roads for All Action Plan	Action Plan	Rural	\$300,000.00
City of Rialto	Action Plan for the City of Rialto in California	Action Plan	Urban	\$320,000.00
City of San Diego	Safe Streets for All San Diegans: Supplemental Action Plan Activities	Supplemental Action Plan	Urban	\$680,000.00
City of Santa Clara	SS4A Action Plan Grant for Developing a City of Santa Clara, CA Vision Zero Plan	Action Plan	Urban	\$450,000.00
City of Seal Beach	City of Seal Beach Safety Action Plan	Action Plan	Urban	\$200,000.00
City of South Lake Tahoe	City of South Lake Tahoe Vision-Zero Action Plan	Action Plan	Rural	\$200,000.00
City of Stockton	SS4A Action Plan Grant to City of Stockton for Comprehensive Vision Zero Action Plan	Action Plan	Urban	\$646,000.00
City of West Sacramento	West Sacramento Comprehensive Safety Action Plan	Action Plan	Urban	\$280,000.00
Colusa Indian Community Council	CICC Safety Action Plan	Action Plan	Rural	\$128,148.26

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
County of Fresno	SS4A Action Plan Grant for County of Fresno, California	Action Plan	Urban	\$302,720.00
County of Madera	County of Madera Comprehensive Safety Action Plan Development Project	Action Plan	Rural	\$492,000.00
County of Santa Cruz Department of Public Works	SS4A Action Plan Grant to County of Santa Cruz	Action Plan	Rural	\$687,958.31
Los Angeles County Metropolitan Transportation Authority	Los Angeles Metro Comprehensive Safety Action Plan	Action Plan	Urban	\$6,320,257.00
Orange County Department of Public Works	County of Orange Local Road Safety Plan	Action Plan	Urban	\$808,000.00
Riverside County	Riverside County Action Plan for Unincorporated Communities	Action Plan	Urban	\$640,000.00
Robinson Rancheria	Robinson Rancheria Action Plan	Action Plan	Rural	\$200,000.00
San Diego Association of Governments	San Diego Regional Comprehensive Safety Action Plan	Action Plan	Urban	\$2,548,000.00
San Francisco Bay Area Rapid Transit District	BART Safety Action Plan around BART properties and ROW	Action Plan	Urban	\$1,000,000.00
San Francisco County Transportation Authority	Streets and Freeways Strategy Vision Zero Freeway Ramp Intersection Safety Study Phase 3	Supplemental Action Plan	Urban	\$360,000.00
San Luis Obispo Council of Governments	San Luis Obispo Regional Safe Streets Action Plan	Action Plan	Rural	\$320,000.00
Town of Apple Valley	Town of Apple Valley Complete Streets Plan	Action Plan	Urban	\$600,000.00

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Yuba County	Yuba-Sutter Regional Safety Action Plan	Action Plan	Rural	\$800,000.00
Total California				\$25,569,155.57

Colorado

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Boulder County (unincorporated)	Boulder County Vision Zero Action Plan	Action Plan	Rural	\$473,600.00
City and County of Broomfield	City & County of Broomfield Safety Action Plan	Action Plan	Urban	\$297,600.00
City and County of Denver	Denver Road Safety Audits	Supplemental Action Plan	Urban	\$576,000.00
City of Castle Pines	SS4A Implementation Grant to the City of Castle Pines in Colorado	Action Plan	Rural	\$90,000.00
City of Centennial	City of Centennial Safety Action Plan	Action Plan	Urban	\$220,000.00
City of Cortez	City of Cortez Collaborative Public Initiative to Establish a Comprehensive Safety Action Plan	Action Plan	Rural	\$203,390.00
City of Glenwood Springs	Safe Streets for Glenwood Springs: Comprehensive Safety Action Planning Project	Action Plan	Rural	\$480,000.00
City of Greeley	Greeley, Colorado's Safety Action Plan	Action Plan	Rural	\$200,000.00
City of Pueblo	SS4A Planning	Action Plan	Rural	\$681,600.00
City of Thornton	City of Thornton Vision Zero Action Plan	Action Plan	Urban	\$400,000.00

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Commerce City	City of Commerce City Action Plan	Action Plan	Rural	\$120,280.00
Gunnison County	Safe Streets for All - Initial Action Plan for Gunnison County	Action Plan	Rural	\$160,000.00
Jefferson County, Colorado	Jefferson County Safe Streets and Roads for All Plan	Action Plan	Urban	\$520,000.00
Larimer County	SS4A Action Plan Grant to Larimer County in Colorado	Action Plan	Urban	\$240,000.00
Mesa County Regional Transportation Planning Office (Grand Valley Metropolitan Planning Organization)	SS4A Action Plan Grant for Mesa County, Colorado (Grand Valley Metropolitan Planning Organization)	Action Plan	Rural	\$260,000.00
Montrose County	Safe Streets and Roads for All Discretionary Grant Program	Action Plan	Rural	\$400,000.00
Town of Bennett	Town of Bennett Safe Streets and Roads Action Plan	Action Plan	Rural	\$100,000.00
Town of Castle Rock	The Town of Castle Rock Action Plan	Action Plan	Urban	\$240,000.00
Town of Silverthorne	Safe Streets for Silverthorne	Action Plan	Rural	\$200,000.00
Upper Pine River Fire Protection District	Traffic Safety Plan US 160 Corridor to the Arizona State Line to the top of Wolf Creek Pass.	Action Plan	Rural	\$201,500.00
Total Colorado				\$6,063,970.00

Connecticut

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Capitol Region Council of Governments	Supplement to the Regional Transportation Safety Plan for the CT Capitol Region	Supplemental Action Plan	Urban	\$958,000.00
City of New Haven	The Safe Streets for All in the Elm City Supplemental Action Planning	Supplemental Action Plan	Urban	\$400,000.00
City of Torrington	Safe Streets for All - Action Plan Grant Application	Action Plan	Rural	\$200,000.00
Lower Connecticut River Valley Council of Governments	Lower Connecticut River Valley Regional Safe Streets for All Comprehensive Safety Action Plan	Action Plan	Urban	\$240,000.00
Northeastern Connecticut Council of Governments	SS4A Action Plan Grant to Northeastern Council of Governments in the State of Connecticut	Action Plan	Rural	\$160,000.00
Town of Westport	SS4A Action Plan Grant to Westport, Connecticut	Action Plan	Urban	\$450,000.00
Total Connecticut				\$2,408,000.00

Delaware

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
City of Wilmington	Wilmington, Delaware Safety Action Plan	Action Plan	Urban	\$200,000.00
Total Delaware				\$200,000.00

Florida

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Alachua County	Alachua County Safe Streets & Roads for All Action Plan	Action Plan	Rural	\$262,500.00
Bay County Board of County Commissioner	Safe Streets and Roads for All: Bay County Action Plan	Action Plan	Rural	\$160,000.00
Broward Metropolitan Planning Organization	Broward MPO Regional Comprehensive Safety Action Plan	Action Plan	Urban	\$5,000,000.00
Central Florida Regional Planning Council	SS4A Action Planning Grant for DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee counties in Florida	Action Plan	Urban	\$192,000.00
Charlotte County Punta Gorda MPO	Charlotte County Comprehensive Safety Action Plan	Action Plan	Rural	\$249,500.00
City of Atlantic Beach	City of Atlantic Beach Comprehensive Safety Action Plan	Action Plan	Urban	\$200,000.00
City of Boca Raton	City of Boca Raton Vision Zero Action Plan using Safe System Approach	Action Plan	Urban	\$300,000.00
City of Fort Pierce	City of Fort Pierce Comprehensive Safety Action Plan	Action Plan	Urban	\$240,000.00
City of Greenacres	City of Greenacres FY 2022 Safety Action Plan Development Grant	Action Plan	Urban	\$150,000.00
City of Holmes Beach	Comprehensive Safety Action Plan for the City of Holmes Beach	Action Plan	Urban	\$160,000.00

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
City of Jacksonville	City of Jacksonville Vision Zero Action Plan: Targeting Zero Bicycle and Pedestrian Fatalities by 2030 in a Designated Safety Focus City	Action Plan	Urban	\$280,000.00
City of Key West	Key West City-wide Comprehensive Safety Action Plan	Action Plan	Rural	\$400,000.00
City of Miami Beach	Miami Beach Vision Zero Plan	Action Plan	Urban	\$320,000.00
City of Mount Dora	City of Mount Dora, FL Safe Streets and Roads for All Action Plan Grant Application	Action Plan	Rural	\$160,000.00
City of Opa-locka	SS4A Action Plan Grant Application for the City of Opa-locka in the State of Florida	Action Plan	Urban	\$200,000.00
City of Palatka	City of Palatka Safe Streets Action Plan Initiative	Action Plan	Rural	\$960,000.00
City of Port Richey	Develop a comprehensive safety action plan	Action Plan	Urban	\$160,000.00
City of West Palm Beach	City of West Palm Beach Comprehensive Safety Action Plan	Action Plan	Urban	\$280,000.00
Collier Metropolitan Planning Organization	Collier MPO Comprehensive Safety Action Plan	Action Plan	Urban	\$200,000.00
Columbia County	Columbia County, FL Action Plan	Action Plan	Rural	\$280,000.00
Hernando County	Thinking Outside the Car: Hernando Safe Streets for All	Action Plan	Rural	\$328,374.00

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Lake County	Lake County Florida Safe Streets for All Action Plan	Action Plan	Rural	\$800,000.00
Lee County Metropolitan Planning Organization	Lee County MPO Safe Streets and Roads for All Action Plan	Action Plan	Urban	\$300,000.00
Manatee County	Manatee County's Local Road Safety Plan	Supplemental Action Plan	Urban	\$240,000.00
MetroPlan Orlando	SS4A Action Plan Grant to MetroPlan Orlando in the State of Florida	Action Plan	Urban	\$3,797,577.60
North Miami Beach	SS4A Action Plan Grant to City of North Miami Beach in Florida	Action Plan	Urban	\$200,000.00
Palm Beach County Board of County Commissioners	Palm Beach County Safety Action Plan	Action Plan	Urban	\$639,200.00
Pinellas Planning Council	Safe Streets Pinellas	Action Plan	Urban	\$559,074.03
Polk County FL Board of Commissioners	Polk County FL Vision: Safer Roads FL	Action Plan	Urban	\$720,000.00
River to Sea Transportation Planning Organization	River to Sea TPO Comprehensive Safety Action Plan	Action Plan	Urban	\$320,000.00
Sarasota County Board of County Commissioners	Sarasota County Comprehensive Safety Action Plan	Action Plan	Urban	\$350,000.00
Village of Palmetto Bay	Village of Palmetto Bay's Street Safety Action Plan Development	Action Plan	Urban	\$375,000.00
Village of Wellington	SS4A Action Plan Grant Application for the Village of Wellington in the State of Florida	Action Plan	Urban	\$200,000.00
West Florida Regional Planning Council	Emerald Coast Regional Safety Action Plan	Action Plan	Urban	\$400,000.00

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Total Florida				\$19,383,225.63

Georgia

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Athens-Clarke County Unified Government	Envision a Safe Athens	Action Plan	Rural	\$1,000,000.00
Barrow County Board of Commissioners	Barrow County Safe Streets and Roads for All (SS4A) Safety Action Plan	Action Plan	Rural	\$300,000.00
Carroll County Board of Commissioners	Carroll County Georgia Safe Streets for All Action Plan	Action Plan	Rural	\$400,000.00
Chatham County	Safe Streets and Roads for All Action Plan for Unincorporated Chatham County	Action Plan	Urban	\$200,000.00
Cherokee County Board of Commissioners	Cherokee County and Municipalities Comprehensive Safety Action Plan	Action Plan	Urban	\$450,000.00
City of Carrollton	SS4A Safety Action Plan (new) for City of Carrollton in Georgia	Action Plan	Rural	\$60,000.00
City of Decatur	City of Decatur Local Road Safety Plan	Action Plan	Urban	\$200,000.00
City of Doraville	Buford Highway Safety Action Plan	Action Plan	Urban	\$200,000.00
City of Roswell	Safe Streets and Roads for All Roswell, GA	Action Plan	Urban	\$200,000.00
City of Sandy Springs	Sandy Springs Safety Action Plan	Action Plan	Urban	\$360,000.00

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
City of Sylvester	Safe Streets and Roads for All Discretionary Grant Program	Action Plan	Rural	\$110,102.00
Consolidated Government of Columbus Georgia	South Lumpkin Road Safe Streets and Roads Project	Action Plan	Urban	\$1,000,000.00
Effingham County	Effingham County Greenway Trail Action Plan	Action Plan	Rural	\$200,000.00
Fayette County	Comprehensive Safety Action Plan for Fayette County, Georgia	Action Plan	Urban	\$312,000.00
Gwinnett County	Countywide Safety Action Plan	Action Plan	Urban	\$200,000.00
Habersham County Board of Commissioners	SS4A Action Plan Grant: Habersham County, GA	Action Plan	Rural	\$160,000.00
Hall County	Hall County, Georgia Safe Streets for All Action Plan	Action Plan	Rural	\$240,000.00
Liberty Consolidated Planning Commission, on behalf of the Hinesville Area Metropolitan Planning Organization	Development of Safety Action Plan for the Hinesville Area Metropolitan Planning Organization Region	Action Plan	Rural	\$160,000.00
Paulding County Board of Commissioners	Develop an Action Plan	Action Plan	Urban	\$160,000.00
Rockdale County	Rockdale County Safe Streets and Roads for All Grant Application	Action Plan	Urban	\$240,000.00
Total Georgia				\$6,152,102.00

Idaho

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Blaine County	Blaine County, Idaho Regional Safety Action Plan	Action Plan	Rural	\$160,000.00
City of Pocatello	City of Pocatello Safe Streets and Roads for All Action Plan	Action Plan	Rural	\$225,900.00
Community Planning Association of Southwest Idaho	Regional Safety Action Plan - Ada and Canyon Counties, Idaho	Action Plan	Rural	\$392,000.00
Lewis-Clark Valley Metropolitan Planning Organization	LCVMPO Safe Streets Action Plan	Action Plan	Rural	\$160,000.00
Total Idaho				\$937,900.00

Illinois

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Bi-State Regional Commission	Quad Cities, Kewanee & Muscatine-IL/IA Traffic Safety Action Plan(s)	Action Plan	Urban	\$160,000.00
Chicago Metropolitan Agency for Planning	Safe Travel for All Roadmap: County Action Plans	Action Plan	Urban	\$3,896,000.00
McLean County Regional Planning Commission	SS4A Action Plan Grant to McLean County Regional Planning Commission in Illinois	Action Plan	Rural	\$151,592.50
Rockford Metropolitan Planning Organization	SS4A Planning Grant to Rockford MPO in Illinois	Action Plan	Urban	\$400,492.00
Stephenson County	Northwest Illinois Regional Safety Action	Action Plan	Rural	\$320,000.00

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
	Plan to Reduce Traffic Fatalities and Injuries			
Tri-County Regional Planning Commission	Comprehensive Safety Action Plan for Peoria, Tazewell, and Woodford Counties in Central Illinois	Action Plan	Urban	\$400,000.00
Total Illinois				\$5,328,084.50

Indiana

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
City of East Chicago	Development of a Comprehensive Safety Action Plan	Action Plan	Urban	\$240,000.00
City of Gary	City of Gary IN - Citywide Comprehensive Safety Action Plan development	Action Plan	Urban	\$140,000.00
City of Hammond	City of Hammond Comprehensive Action Plan	Action Plan	Urban	\$80,480.00
City of Kokomo	The City of Kokomo and Howard County Comprehensive Safety Action Plan	Action Plan	Rural	\$200,000.00
City of Noblesville	SS4A Action Plan Grant for the City of Noblesville in Indiana	Action Plan	Urban	\$200,000.00
City of Shelbyville	Safety Action Plan for Shelbyville Indiana	Action Plan	Rural	\$120,000.00
Dubois County	Dubois County Highway Department Safety Action Plan	Action Plan	Rural	\$84,000.00

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Huntington County	Safety Action Plan	Action Plan	Rural	\$200,000.00
Michiana Area Council of Governments	Regional Safety Action Plan for the Michiana Area Council of Governments	Action Plan	Urban	\$500,000.00
Whitley County Government	Whitley County Local Road Safety Action Plan	Action Plan	Rural	\$60,000.00
Total Indiana				\$1,824,480.00

Iowa

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Corridor Metropolitan Planning Organization	Safe Streets for All Action Plan Grant Application for Corridor Metropolitan Planning Organization in Cedar Rapids, IA metro	Action Plan	Rural	\$280,000.00
Des Moines Area Metropolitan Planning Organization	Des Moines Area MPO SS4A Actin Plan	Action Plan	Urban	\$1,000,000.00
East Central Intergovernmental Association	Dubuque Metropolitan Area Transportation Study - Comprehensive Safety Action Plan	Action Plan	Rural	\$394,186.39
Iowa Northland Regional Council of Governments	Black Hawk County MPO Safety Action Plan	Action Plan	Rural	\$48,000.00
Siouxland Interstate Metropolitan Planning Council	SIMPCO MPO Safe Streets and Roads Safety Action Plan	Action Plan	Rural	\$40,000.00
Southeast Iowa Regional Planning Commission	Safe Streets 4 Southeast Iowa	Action Plan	Rural	\$64,000.00

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Winneshiek County	97 Iowa County Multi-Jurisdictional Application	Action Plan	Rural	\$2,000,000.00
Total Iowa				\$3,826,186.39

Kansas

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
City of Lawrence	Vision Zero Safety Action Plan for Lawrence, Eudora, and Baldwin City	Action Plan	Rural	\$160,000.00
City of Leavenworth	City of Leavenworth Action Plan	Action Plan	Rural	\$280,000.00
City of Olathe	SS4A Action Plan Grant to the City of Olathe in Kansas	Action Plan	Urban	\$280,000.00
City of Salina	Saline County and City of Salina Safety Action Plan	Action Plan	Rural	\$160,000.00
City of Valley Falls	Safety Action Plan for the City of Valley Falls	Action Plan	Rural	\$40,000.00
Cowley County	Cowley County, KS Action Plan	Action Plan	Rural	\$160,000.00
Dodge City	Dodge City Comprehensive Safety Action Plan	Action Plan	Rural	\$230,434.00
Garden City	SS4A Action Plan Grant for City of Garden City Kansas & Joint Applicants	Action Plan	Rural	\$1,360,000.00
Leavenworth County	Leavenworth County (KS) Safe Streets and Roads for All Action Plan	Action Plan	Rural	\$280,000.00
Prairie Band Potawatomi Nation	PBPN Safe Streets and Roads for All Action Plan	Action Plan	Rural	\$225,600.00

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Southeast Kansas Regional Planning Commission	Southeast Kansas Regional SS4A Planning Grant Application	Action Plan	Rural	\$800,000.00
Unified Government of Wyandotte County/Kansas City	Wyandotte County Vision Zero Action Plan	Action Plan	Urban	\$1,000,000.00
Total Kansas				\$4,976,034.00

Kentucky

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Barren River Area Development District	Barren River Area Development District's SS4A Plan	Action Plan	Rural	\$283,867.00
City of Ashland	Ashland Safe Streets and Roads for All Action Plan	Action Plan	Urban	\$160,000.00
City of Corbin	Corbin Action Plan for Safe Streets and Roads for All	Action Plan	Rural	\$166,667.00
City of Danville	Danville Vision Zero Safety Plan	Action Plan	Rural	\$160,000.00
City of Elizabethtown	City of Elizabethtown's Vision Zero Action Plan - Safer Streets for All, Community-wide by 2050	Action Plan	Rural	\$200,000.00
Gateway Area Development District	Gateway Area Development District Safer Streets for All Action Plan	Action Plan	Rural	\$299,614.00
Green River Area Development District	Safe Streets for All Safety Plan	Action Plan	Rural	\$172,812.80
Kentuckiana Regional Planning and Development Agency	SS4A Action Plan Grant for the Louisville (IN and KY) Metropolitan Region	Action Plan	Urban	\$600,000.00

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Kentucky River Area Development District	Kentucky River Area Development District Safe Streets and Roads for All Action Plan	Action Plan	Rural	\$208,265.00
Lake Cumberland Area Development District	LCADD SS4A SAP Regional Application FY 2023	Action Plan	Rural	\$237,107.00
Lincoln Trail Area Development District	Lincoln Trail Area Development District Roadway Safety Plan	Action Plan	Rural	\$205,779.00
Northern Kentucky Area Development District	NKADD Safe Streets for All Safety Action Plan	Action Plan	Urban	\$183,238.00
Pennyryle Area Development District	Pennyryle Area Development District (PeADD) Safe Streets and Roads for All (SS4A) Planning Project	Action Plan	Rural	\$268,754.00
Purchase Area Development District	Transportation Safety Action Plan for the Eight (8) Counties of the Purchase Area Development District	Action Plan	Rural	\$200,000.00
Total Kentucky				\$3,346,103.80

Louisiana

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Acadiana Planning Commission	Acadiana Planning Commission Area Action Plan	Action Plan	Urban	\$400,009.00
Capital Region Planning Commission	Action Plan for Capital Region in Louisiana	Action Plan	Urban	\$480,000.00
City of Lake Charles	City of Lake Charles Safe Streets for All Action Plan	Action Plan	Rural	\$482,400.00

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
City of Natchitoches	City of Natchitoches Safe Streets and Roads for All Action Plan	Action Plan	Rural	\$280,000.00
City of New Orleans	City of New Orleans Comprehensive Safety Action Plan	Action Plan	Urban	\$751,631.00
City of Westwego	Safer Streets for the City of Westwego: Mississippi River to the Wonderful Wetlands	Action Plan	Urban	\$284,480.00
New Orleans Regional Planning Commission	A Path to Zero for St. John The Baptist, Tangipahoa, and St. Tammany Parishes in Louisiana	Action Plan	Urban	\$660,000.00
North Delta Regional Planning and Development District, Inc.	Safe Streets and Roads for All Action Plan: Ouachita Council of Governments	Action Plan	Rural	\$319,680.00
Northwest Louisiana Council of Governments, Inc.	Northwest Louisiana Safe Streets and Roads for All Regional Action Plan	Action Plan	Urban	\$800,000.00
South Central Planning and Development Commission	Develop Safety Action Plan for the Assumption, Lafourche and Terrebonne Parishes, Louisiana	Action Plan	Rural	\$400,000.00
Town of Abita Springs	Abita Springs Safe Streets for All Action Plan	Action Plan	Rural	\$252,000.00
Total Louisiana				\$5,110,200.00

Maine

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Androscoggin Valley Council of Governments	ATRC Corridor Improvement Study	Action Plan	Rural	\$200,000.00
City of Sanford	SS4A Action Plan Development for the City of Sanford and Village of Springvale, Maine	Action Plan	Rural	\$200,000.00
Greater Portland Council of Governments	Greater Portland Council of Governments & Kittery Area Comprehensive Transportation System) Vision Zero Regional Action Plans	Action Plan	Urban	\$263,382.00
Town of Bar Harbor	Comprehensive Transportation Action Plan for Extended Bar Harbor Region	Action Plan	Rural	\$200,000.00
Total Maine				\$863,382.00

Maryland

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Anne Arundel County	Anne Arundel County- Annapolis Maryland Supplemental Action Plan	Supplemental Action Plan	Urban	\$105,000.00
Baltimore City Department of Transportation	The Baltimore City SS4A Action Plan: Modeling Injury and Health	Action Plan	Urban	\$1,005,453.00
City of Frederick	Frederick Vision Zero: Comprehensive Safety Action Plan	Action Plan	Rural	\$200,000.00
City of Hagerstown	City of Hagerstown, MD Action Plan	Action Plan	Rural	\$160,000.00

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Frederick County	Strengthening the Foundation for Safe Streets for All in Frederick County	Supplemental Action Plan	Rural	\$764,000.00
Town of Bel Air	Safe Streets and Roads for All	Action Plan	Urban	\$140,000.00
Total Maryland				\$2,374,453.00

Massachusetts

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Barnstable County (Cape Cod Commission)	Cape Cod Regional Safety Action Plan	Action Plan	Rural	\$240,000.00
Berkshire Regional Planning Commission	Safe Streets and Roads for All Action Plan grant application - Berkshire County, MA	Action Plan	Rural	\$198,593.00
Boston Metropolitan Area Planning Council	Safe Streets and Roads for All Discretionary Grant Program -- Action Plan Grant by the Metropolitan Area Planning Council for the Boston, Massachusetts Region MPO.	Action Plan	Urban	\$2,238,680.00
City of Salem	City of Salem, MA Safe Streets and Roads for All Action Plan	Action Plan	Urban	\$200,000.00
City of Somerville	West Broadway Vision Zero Supplemental Action Plan	Supplemental Action Plan	Urban	\$116,800.00

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
City of Worcester	Roadway Safety Action Plan Development	Action Plan	Urban	\$200,000.00
Merrimack Valley Planning Commission	Northeast Massachusetts Comprehensive Safety Action Plan	Action Plan	Urban	\$375,233.00
Montachusett Regional Planning Commission	SS4A Action Plan Grant for the Montachusett Region in North Central Massachusetts	Action Plan	Rural	\$750,000.00
Old Colony Planning Council	Old Colony Regional SS4A Comprehensive Action Plan	Action Plan	Urban	\$320,000.00
Southeastern Regional Planning and Economic Development District	SRPEDD Regional Safety Action Plan	Action Plan	Urban	\$880,000.00
Town of Dedham	Town of Dedham Comprehensive Local Roads Safety Plan	Action Plan	Urban	\$207,841.44
Town of Nantucket	Rural Massachusetts Transportation Planning Organizations (TPO) Joint SS4A Application	Action Plan	Rural	\$460,000.00
Town of Southbridge	Safe Streets for All Action Plan Grant to Southbridge in Massachusetts	Action Plan	Urban	\$60,000.00
Town of Ware	Ware SS4A Action Plan Development Project	Action Plan	Rural	\$40,500.00
Town of Weymouth	Town of Weymouth Vision Zero Safety Action Plan	Action Plan	Urban	\$336,000.00
Total Massachusetts				\$6,623,647.44

Michigan

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
City of Ann Arbor	Ann Arbor Supplemental Action Planning	Supplemental Action Plan	Urban	\$3,800,000.00
City of Ferndale	Regional Safe Streets 4 All Plan of Action	Action Plan	Urban	\$385,000.00
City of Highland Park	City of Highland Park Action Plan	Action Plan	Urban	\$200,000.00
City of Kalamazoo	SS4A Action Plan: The City of Kalamazoo, MI	Supplemental Action Plan	Urban	\$750,000.00
City of Lansing	Safe Streets Lansing	Action Plan	Urban	\$168,000.00
Genesee County Metropolitan Planning Commission	Development of Safety Action Plan for Genesee County Michigan	Action Plan	Urban	\$412,000.00
Grand Valley Metropolitan Council	Regional Safety Action Plan	Action Plan	Urban	\$240,000.00
Keweenaw Bay Indian Community	Keweenaw Bay Indian Community Transportation Safety Management Plan	Action Plan	Rural	\$259,384.00
Macomb County Department of Roads	Macomb County Comprehensive Safety Action Plan	Action Plan	Urban	\$1,000,000.00
Road Commission for Oakland County	Road Commission for Oakland County Safety Action Plan	Action Plan	Urban	\$467,528.00
Southeast Michigan Council of Governments	SEMCOG Safe Streets for All Supplemental Action Planning	Supplemental Action Plan	Urban	\$585,587.20
St. Joseph County Road Commission	Safety Action Plan Grant for St. Joseph County	Action Plan	Rural	\$200,000.00
Van Buren Charter Township	SafeVB Roads and Streets Action Plan	Action Plan	Urban	\$384,900.00
Total Michigan				\$8,852,399.20

Minnesota

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Bois Forte Band of Chippewa	Safe Streets and Roads for All Discretionary Grant	Action Plan	Rural	\$221,821.68
City of Columbia Heights	City of Columbia Heights Safety Action Plan	Action Plan	Urban	\$200,000.00
City of Eagan	Safe Streets and Roads for All Discretionary Grant Program	Action Plan	Urban	\$80,000.00
City of Elk River	Comprehensive Community Safety Assessment	Action Plan	Urban	\$198,480.00
City of Monticello	City of Monticello Comprehensive Safety Action Plan	Action Plan	Rural	\$200,000.00
City of Red Wing	City of Red Wing Comprehensive Safety Action Plan	Action Plan	Rural	\$195,760.00
City of St. Louis Park	Saint Louis Park, Minnesota Safe Streets and Roads for All Action Plan	Action Plan	Urban	\$160,000.00
City of Willmar	City of Willmar Safety Action Plan	Action Plan	Rural	\$200,000.00
City of Woodbury	Woodbury - Safe Streets and Road for All	Action Plan	Urban	\$300,000.00
Hennepin County	Hennepin County Toward Zero Deaths Action Plan	Action Plan	Urban	\$240,000.00
Rochester-Olmsted Council of Governments	SS4A Action Plan Grant to Rochester-Olmsted Council of Governments Metropolitan Planning Organization in Minnesota	Action Plan	Rural	\$276,800.00

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
St. Louis County Department of Public Works	SS4A Action Plan Completion Grant to St. Louis Co. in Minnesota	Action Plan	Rural	\$200,000.00
Total Minnesota				\$2,472,861.68

Mississippi

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Central Mississippi Planning and Development District, Inc.	Safety Action Plan for the Central Mississippi Planning and Development District Planning Area, Mississippi	Action Plan	Rural	\$400,000.00
City of Hattiesburg	City of Hattiesburg Safety Improvements	Action Plan	Rural	\$240,000.00
City of Starkville	City of Starkville - Mississippi State University Action Plan	Action Plan	Rural	\$192,000.00
Total Mississippi				\$832,000.00

Missouri

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
City of Cape Girardeau	Southeast Metropolitan Planning Organization's application to the Safe Streets and Roads for All - Action Plan Grant	Action Plan	Rural	\$160,000.00
City of Carthage	City of Carthage Comprehensive Safety Action Plan	Action Plan	Rural	\$200,000.00

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
City of Columbia	City of Columbia, Missouri Safe Streets for All Supplemental Action Planning	Supplemental Action Plan	Rural	\$1,440,000.00
City of Gower	Safety Action Plan for the City of Gower, MO	Action Plan	Rural	\$50,000.00
City of Kansas City	Vision Zero KC: Supplemental Action Planning	Supplemental Action Plan	Urban	\$880,000.00
City of Kirkwood	City of Kirkwood Toward Zero: Advancing the Kirkwood Vision Zero Action Plan	Supplemental Action Plan	Urban	\$480,000.00
City of Sedalia	City of Sedalia Safe Streets and Roads 4 All Action Plan	Action Plan	Rural	\$200,000.00
East-West Gateway Council of Governments	SS4A Action Plan Grant for St. Louis Region	Action Plan	Urban	\$580,551.92
Northeast Missouri Regional Planning Commission	Northeast Missouri Action Plan to Prevent Roadway Fatalities	Action Plan	Rural	\$200,000.00
Ozarks Transportation Organization	Ozarks Transportation Organization's Safe Streets and Roads for All Action Plan Application	Action Plan	Urban	\$228,800.00
Total Missouri				\$4,419,351.92

Montana

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Blackfeet Tribe of the Blackfeet Indian Reservation	Blackfeet Safe Streets and Roads for All: A Community Safe Systems Approach to Improve the Safety, Health, Economy, and Environment of the Blackfeet Nation	Action Plan	Rural	\$797,105.00
City of Kalispell	Kalispell SS4A Action Plan	Action Plan	Rural	\$520,000.00
City of Whitefish	City of Whitefish Safe Streets for All Planning Grant	Action Plan	Rural	\$160,000.00
Confederated Salish and Kootenai Tribes	CSKT Safe Streets and Roads for All	Action Plan	Rural	\$368,000.00
Rosebud County	Develop Comprehensive Safety Action Plan for Hwy 212 from Crow Agency, MT to Alzada, MT	Action Plan	Rural	\$95,440.00
Total Montana				\$1,940,545.00

Nebraska

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
City of Beatrice	City of Beatrice, NE Transportation Safety Action Plan	Action Plan	Rural	\$200,000.00
City of Lincoln	Lincoln Vision Zero Action Plan	Action Plan	Urban	\$400,000.00
City of Madison	SS4A Action Plan Grant to City of Madison in Nebraska NE	Action Plan	Rural	\$320,000.00

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
City of Norfolk	Comprehensive Safety Action Plan for the City of Norfolk	Action Plan	Rural	\$209,300.00
City of North Platte	City of North Platte and Surrounding Area 2023 Safe Streets for All Action Plan	Action Plan	Rural	\$240,000.00
City of Sidney	Safe Street Safe Streets Planning	Action Plan	Rural	\$300,000.00
City of Waverly	Vehicular and Pedestrian Connectivity Study for Waverly, Nebraska	Action Plan	Rural	\$236,000.00
Omaha-Council Bluffs Metropolitan Area Planning Agency	SS4A Action Planning Grant to Omaha-Council Bluffs Metropolitan Area Planning Agency	Action Plan	Urban	\$750,000.00
Total Nebraska				\$2,655,300.00

Nevada

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
City of Las Vegas	Safe Streets Las Vegas Supplemental Vision Zero Action Plan	Supplemental Action Plan	Urban	\$1,855,000.00
Regional Transportation Commission of Southern Nevada	Community-Driven Regional Safety Action Plan	Action Plan	Urban	\$1,684,000.00
Total Nevada				\$3,539,000.00

New Hampshire

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
City of Franklin	City of Franklin Action Plan	Action Plan	Rural	\$80,000.00
City of Keene	Keene, NH Comprehensive Safety Action Plan	Action Plan	Rural	\$350,000.00
Rockingham Planning Commission	SS4A Safety Action Plan Grant for the four New Hampshire Metropolitan Planning Organizations	Action Plan	Rural	\$220,000.00
Town of Haverhill	Haverhill NH SS4A Action Plan	Action Plan	Rural	\$200,000.00
Total New Hampshire				\$850,000.00

New Jersey

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Borough of Dunellen	SS4A Action Plan Grant to Dunellen in New Jersey	Action Plan	Urban	\$436,800.00
City of Atlantic City	Atlantic City Safe Streets for All Action Plan Grant Application	Supplemental Action Plan	Urban	\$200,000.00
City of Cape May	Cape Island Safe Streets Action Plan	Action Plan	Rural	\$200,000.00
City of Paterson	The City of Paterson Action Plan	Action Plan	Urban	\$400,000.00
Essex County Department of Public Works	Essex County Action Plan	Action Plan	Urban	\$400,000.00
Hudson County	The County of Hudson Action Plan	Action Plan	Urban	\$480,000.00

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Monmouth County	Monmouth County Safe Streets and Roads for All (SS4A) Comprehensive Action Safety Plan Grant Application	Action Plan	Urban	\$1,180,000.00
New Jersey Sports and Exposition Authority	Meadowlands Action Plan for Safety - MAP4S	Action Plan	Urban	\$877,600.00
Township of Medford	Township of Medford Safe Streets for All Action Plan	Action Plan	Urban	\$200,000.00
Total New Jersey				\$6,545,671.44

New Mexico

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
City of Roswell	City of Roswell Safe Streets and Roads Action Plan	Action Plan	Rural	\$520,000.00
City of Truth or Consequences	Truth or Consequences Vision Zero Safety Action Plan	Action Plan	Rural	\$163,200.00
Dona Ana County	County of Dona Ana Safety Action Plan for Unincorporated Dona Ana County, City of Anthony, City of Sunland Park, Town of Mesilla, and Village of Hatch	Action Plan	Rural	\$400,000.00
Mid-Region Council of Governments Metropolitan Planning Organization	Albuquerque Metropolitan Planning Area Regional Transportation Safety Action Plan Update	Action Plan	Urban	\$136,000.00
Total New Mexico				\$1,219,200.00

New York

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Capital District Transportation Committee	Capital District Supplemental Safety Action Plan	Supplemental Action Plan	Urban	\$1,150,000.00
City of Ithaca	Tompkins County SS4A Joint Safety Action Plan	Action Plan	Rural	\$600,000.00
City of Jamestown	City of Jamestown Comprehensive Road Safety Action Plan	Action Plan	Rural	\$248,685.44
City of White Plains	White Plains Safe Streets Action Plan	Action Plan	Urban	\$400,000.00
Lake Champlain - Lake George Regional Planning Board	Road to Zero: Comprehensive Safety Action Plans for the North Country.	Action Plan	Rural	\$320,000.00
Nassau County	Nassau County Safe Streets and Roads Action Plan	Action Plan	Urban	\$480,000.00
Niagara Frontier Transportation Authority	Regional Safety Action Plan for Erie and Niagara Counties	Action Plan	Urban	\$450,000.00
Oneida County	SS4A Action Plan HOCTC_OC-HC	Action Plan	Rural	\$415,969.95
Onondaga County	SS4A Action Grant to Onondaga County in New York State	Action Plan	Urban	\$450,000.00
State University of New York at Stony Brook	Action Plan: Proposed Pedestrian Safety Plan and Design of Elevated Pedestrian Overpass Crossing Nicolls Road, Stony Brook New York	Action Plan	Urban	\$1,000,000.00

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Town of Brookhaven	The Town of Brookhaven Vision Zero Action Plan	Action Plan	Urban	\$380,000.00
Village of Kiryas Joel	SS4A Safety Action Plan Grant to the Village of Kiryas Joel in New York State	Action Plan	Urban	\$264,000.00
Total New York				\$6,158,655.39

North Carolina

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
City of Durham	DCHC MPO Safe Streets and Roads for All Action Plan	Action Plan	Urban	\$400,000.00
City of Fayetteville	Fayetteville Safe Streets for All Action Plan	Action Plan	Urban	\$404,867.00
City of Greensboro	Greensboro Urban Area MPO Safe Streets and Roads for All Application	Action Plan	Urban	\$755,504.00
City of Kannapolis	SS4A Action Plan Grant to City of Kannapolis North Carolina Comprehensive Safety Study	Action Plan	Urban	\$160,000.00
City of Raleigh	Vision Zero- Comprehensive Safety Action Plan for City of Raleigh	Action Plan	Urban	\$800,000.00
Land of Sky Regional Council, encompassing the French Broad River Metropolitan Planning Organization and the Land of Sky Rural Planning Organization	French Broad River Metropolitan Planning Organization and Land of Sky Rural Planning Organization Safe Streets for All Action Plan Grant Application	Action Plan	Urban	\$320,000.00

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Town of Boiling Springs	Town of Boiling Springs SS4A Application to Develop Action Plan	Action Plan	Rural	\$160,000.00
Town of Knightdale	Safe Streets for All Action Plan	Action Plan	Urban	\$200,000.00
Town of Leland	Town of Leland Comprehensive Safety Action Plan	Action Plan	Urban	\$80,000.00
Triangle J Council of Governments	Making All Communities Safe in the Triangle	Action Plan	Urban	\$250,000.00
Village of Clemmons	Village of Clemmons: Safe Streets and Roads for All Action Plan	Action Plan	Urban	\$160,000.00
Total North Carolina				\$3,690,371.00

North Dakota

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
City of Williston	Williston Area Infrastructure Action Plan	Action Plan	Rural	\$320,000.00
Fargo-Moorhead Metropolitan Council of Governments	Comprehensive Safety Action Plan - Fargo- Moorhead Metropolitan Council of Governments	Action Plan	Rural	\$200,000.00
Grand Forks/East Grand Forks Metropolitan Planning Organization	Safe Streets for All in Greater Grand Forks	Action Plan	Rural	\$400,000.00
North Dakota State University	North Dakota Unpaved Road Safety Action Plan	Action Plan	Rural	\$1,000,000.00
Total North Dakota				\$1,920,000.00

Ohio

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
City of Cincinnati	The Transportation Action Plan (TAP) Cincinnati (TAP-C)	Action Plan	Urban	\$250,000.00
City of Circleville	City of Circleville, OH Action Plan	Action Plan	Rural	\$200,000.00
City of Cleveland Heights	City of Cleveland Heights SS4A Comprehensive & Equitable Safety Action Plan	Action Plan	Urban	\$200,000.00
City of Dayton	SS4A Action Plan Grant for the City of Dayton Ohio	Action Plan	Urban	\$160,000.00
City of Riverside	Woodman Corridor Safety Action Plan	Action Plan	Urban	\$700,000.00
City of Sandusky	Sandusky's Safe Streets Action Plan: Improving Transportation Safety for All Modes	Action Plan	Rural	\$200,000.00
Eastgate Regional Council of Governments	Eastgate Regional Council of Governments Comprehensive Safety Action Plan	Action Plan	Urban	\$259,200.00
Lorain County General Health District	Lorain County Comprehensive Safety Action Plan	Action Plan	Rural	\$160,000.00
Lucas County	SS4A Action Plan Grant to Lucas, Wood, Ottawa and Sandusky Counties and Incorporated Municipalities in Ohio State	Action Plan	Rural	\$400,000.00
Mid-Ohio Regional Planning Commission	Central Ohio Rural Planning Organization Safety Action Plan	Action Plan	Urban	\$200,000.00

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Ohio Valley Regional Development Commission	Ohio Valley Regional Development Commission Regional Transportation Safety Plan	Action Plan	Rural	\$200,000.00
Village of Buckeye Lake	Village of Buckeye Lake Comprehensive Safety Action Plan	Action Plan	Rural	\$280,000.00
Wayne County	Wayne County, Ohio Safety Action Plan	Action Plan	Rural	\$204,800.00
Total Ohio				\$3,414,000.00

Oklahoma

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Association of Central Oklahoma Governments	Central Oklahoma Regional Safety Action Plan	Action Plan	Urban	\$200,000.00
Caddo Nation of Oklahoma	Caddo Nation of Oklahoma Safe Streets and Roads Action Plan	Action Plan	Rural	\$389,649.00
City of Guthrie	The City of Guthrie Safety Action Plan Project	Action Plan	Rural	\$200,000.00
Grand Gateway Department of Economic and Community Development	Mayes County Comprehensive Safety Action Plan	Action Plan	Rural	\$291,700.50
Oklahoma City	City of Oklahoma City Comprehensive Safety Action Plan	Action Plan	Urban	\$800,000.00
Total Oklahoma				\$1,881,349.50

Oregon

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
City of Hermiston	City of Hermiston Safe Streets and Roads for All Action Plan	Action Plan	Rural	\$280,000.00
City of Ontario	City of Ontario Safe Streets and Roads for All Action Plan	Action Plan	Rural	\$280,000.00
Douglas County	Douglas County Transportation Safety Action Plan	Action Plan	Rural	\$163,200.00
Jefferson County	Jefferson County Equitable Transportation Safety Action Plan	Action Plan	Rural	\$200,000.00
Lane County Department of Public Works	Lane County Transportation Safety Action Plan	Action Plan	Urban	\$800,000.00
Oregon Metro	Getting to Vision Zero 2035 - Advancing Equity Outcomes and Pedestrian Safety in the Greater Portland Metropolitan Region	Supplemental Action Plan	Urban	\$2,400,000.00
Total Oregon				\$4,123,200.00

Pennsylvania

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
City of Allentown	City of Allentown Action Plan	Action Plan	Urban	\$312,000.00
City of Erie	City of Erie, PA Safe Streets Action Plan	Action Plan	Rural	\$200,000.00

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Delaware Valley Regional Planning Commission	Regional Vision Zero 2050 Action Program	Action Plan	Urban	\$1,472,000.00
Lackawanna County	Lackawanna County (PA) SS4A Action Plan Development	Action Plan	Urban	\$200,000.00
Lancaster County Metropolitan Planning Organization	Lancaster County Safe Streets and Roads for All	Action Plan	Urban	\$200,000.00
North Central PA Regional Planning & Development Commission	Regional Corridor Safety Action Plan	Action Plan	Rural	\$240,000.00
SEDA-Council of Governments (on behalf of the City of Shamokin)	SEDA-Council of Governments Comprehensive Safe Streets Action Plan	Action Plan	Rural	\$160,000.00
Tri-County Regional Planning Commission	Tri-County Regional Planning Commission Safety Action Plan	Action Plan	Urban	\$200,000.00
City of Allentown	City of Allentown Action Plan	Action Plan	Urban	\$312,000.00
Total Pennsylvania				\$1,512,000.00

Puerto Rico

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Municipality of San Juan	Municipality of San Juan's Safe Street for All (SS4A) Action Plan	Action Plan	Urban	\$220,000.00
Total Puerto Rico				\$220,000.00

Rhode Island

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Rhode Island Public Transit Authority	Rhode Island Safe Streets Action Plan	Action Plan	Urban	\$5,000,000.00
Total Rhode Island				\$5,000,000.00

South Carolina

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
City of Aiken	City of Aiken Safety Action Plan	Action Plan	Rural	\$200,000.00
City of Clemson	Action Plan for City of Clemson and Clemson University	Action Plan	Urban	\$200,000.00
City of Rock Hill	The Rock Hill-Fort Mill Area Transportation Study (RFATS) Comprehensive Safety Action Plan	Action Plan	Rural	\$240,000.00
Lowcountry Council of Governments	Lowcountry Safety Action Plan for Hampton, Colleton, Jasper and Beaufort Counties and the Lowcountry Area Transportation Study Metropolitan Planning Organization (LATS MPO)	Action Plan	Rural	\$280,000.00
Myrtle Beach - Socastee Metropolitan Planning Organization	GSATS Action Plan	Action Plan	Rural	\$575,000.00
Town of Batesburg-Leesville	Town of Batesburg-Leesville, SC Safe Streets and Roads for All Grant Program 2022	Action Plan	Rural	\$96,000.00
Total South Carolina				\$1,591,000.00

South Dakota

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
City of Box Elder	City of Box Elder, South Dakota - Safe Streets and Roads for All - Action Planning Grant	Action Plan	Rural	\$48,264.00
Total South Dakota				\$48,264.00

Tennessee

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
City of Bristol	SS4A Joint Action Plan Grant to Bristol Tennessee & Bristol Virginia	Action Plan	Rural	\$120,000.00
City of Brownsville	City of Brownsville Safe Streets for All Citywide Safety Action Plan Funding Application	Action Plan	Rural	\$74,400.00
City of Chattanooga	Development of a Comprehensive Regional Safety Action Plan for the Chattanooga-Hamilton County/N. Georgia TPO Region	Action Plan	Urban	\$160,000.00
City of Harriman	City of Harriman Safe Streets for All Citywide Safety Action Plan Funding Application	Action Plan	Rural	\$67,200.00
City of Memphis	SS4A Action Plan for the City of Memphis, Tennessee	Action Plan	Urban	\$640,000.00
Clarksville Montgomery County Regional Planning Commission	Develop Safety Action Plan for the City of Clarksville, Tennessee	Action Plan	Rural	\$200,000.00

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Coffee County Highway Department	Coffee County, SS4A Action Plan 2022	Action Plan	Rural	\$120,000.00
Gibson County Highway Department	Gibson County SS4A Action Plan, 2022	Action Plan	Rural	\$140,000.00
Hickman County Highway Department	Hickman County Highway Department SS4A Action Plan	Action Plan	Rural	\$120,000.00
Maury County Highway Department	Maury County SS4A Action Plan 2022	Action Plan	Rural	\$120,000.00
Sevier County	Sevier County and the Cities of Gatlinburg, Pigeon Forge, and Sevierville Safe Streets and Roads for All Safety Action Plan	Action Plan	Rural	\$489,200.00
Town of Smyrna	Town of Smyrna, TN Action Plan	Action Plan	Urban	\$300,000.00
Total Tennessee				\$2,550,800.00

Texas

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Alabama-Coushatta Tribe of Texas	SS4A Action Plan for ACTT	Action Plan	Rural	\$279,652.00
Bexar County	Bexar County Safety Action Plan	Action Plan	Urban	\$300,000.00
Bryan-College Station Metropolitan Planning Organization	Brazos County Comprehensive Safety Action Plan	Action Plan	Rural	\$210,000.00
Capital Area Metropolitan Planning Organization	City, County, and Regional Safety Action Plans	Action Plan	Urban	\$2,320,000.00

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Central Texas Council of Governments	CTCOG/KTMPO Joint SS4A	Action Plan	Rural	\$1,870,803.00
City of Amarillo	City of Amarillo Safety Action Plan	Action Plan	Rural	\$240,000.00
City of Arlington	City of Arlington TX Safety Action Plan	Action Plan	Urban	\$240,000.00
City of DeSoto	DeSoto, Texas, 2022 Safe Streets and Roads for All Action Plan Grant	Action Plan	Urban	\$160,000.00
City of Fort Worth	Fort Worth Citywide Safety Action Plan	Action Plan	Urban	\$419,505.60
City of Galveston	City of Galveston Island Wide Action Safety Plan	Action Plan	Rural	\$320,000.00
City of Lubbock	City of Lubbock Safety Action Plan	Action Plan	Urban	\$160,000.00
City of Rosenberg	New Safety Action Plan, City of Rosenberg Texas	Action Plan	Urban	\$200,000.00
City of San Angelo	SS4A Action Plan Grant to San Angelo, Texas	Action Plan	Rural	\$400,000.00
City of Seguin	City of Seguin SS4A Action Plan	Action Plan	Rural	\$265,200.00
East End District	East End District Safe Streets and Roads for All (SS4A)	Action Plan	Urban	\$603,646.00
El Paso Metropolitan Planning Organization	El Paso Regional Comprehensive Roadway Safety Equity Action Plan	Action Plan	Urban	\$600,000.00
Houston-Galveston Area Council	SS4A Action Grant to Houston-Galveston Area Council Metropolitan Planning Organization Area in Texas State	Action Plan	Urban	\$4,000,000.00

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Midland County	SS4A Action Plan Grant Application- Midland County, Texas	Action Plan	Rural	\$240,000.00
Permian Basin Regional Planning Commission	Permian Basin Regional Planning Commission Safe Streets and Roads for All Action Plan	Action Plan	Rural	\$600,000.00
Port of Galveston	The Board of Trustees of the Galveston Wharves Action Plan Application	Action Plan	Rural	\$340,000.00
Reeves County	Reeves Adopts Comprehensive Transportation Safety Solutions (ACTSS)	Action Plan	Rural	\$240,000.00
Rio Grande Valley Metropolitan Planning Organization	Rio Grande Valley Metropolitan Planning Organizations 1st Region-wide Comprehensive Safety Action Plan	Action Plan	Rural	\$200,000.00
Travis County	Safe Streets and Roads for All (SS4A) Grant for a Travis County Safety Action Plan	Action Plan	Urban	\$350,000.00
Waco Metropolitan Planning Organization	2023 Waco MPO Comprehensive Safety Action Plan	Action Plan	Rural	\$560,000.00
Webb County-City of Laredo Regional Mobility Authority	Webb County, Texas Safety Action Plan	Action Plan	Urban	\$1,600,000.00
Total Texas				\$16,718,806.60

Utah

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Cache Metropolitan Planning Organization	SS4A Implementation Grant for the Cache Metropolitan Planning Organization (CMPO) covering 10 cities in Cache County in Northern Utah	Action Plan	Rural	\$320,000.00
Cedar City Corporation	Cedar City Action Plan	Action Plan	Rural	\$52,000.00
City of Green River	Safe and Beautiful Broadway	Action Plan	Rural	\$79,000.00
Five County Association of Governments	Five County Association of Governments Action Plan	Action Plan	Rural	\$1,000,000.00
Mountainland Association of Governments	Safety Action Plan for Mountainland Association of Governments Covering Utah, Wasatch, and Summit Counties in Utah	Action Plan	Urban	\$1,000,000.00
Wasatch Front Regional Council	Safe Streets and Roads for All (SS4A) Action Plan Grant	Action Plan	Urban	\$775,200.00
Total Utah				\$3,226,200.00

Vermont

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Mount Ascutney Regional Commission	Mount Ascutney Regional Commission Comprehensive Safety Action Plan	Action Plan	Rural	\$80,000.00
Total Vermont				\$80,000.00

Virginia

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Central Virginia Planning District Commission	CVPDC Transportation Safety Action Plan	Action Plan	Rural	\$280,000.00
Chesterfield County	Safe Streets for All Action Plan: Chesterfield County, VA	Action Plan	Rural	\$280,000.00
City of Alexandria	City of Alexandria High-Crash Intersection Audit & Design	Supplemental Action Plan	Urban	\$800,000.00
City of Hopewell	Hopewell Safety Action Plan	Action Plan	Urban	\$196,800.00
City of Newport News	Safety Action Plan for Newport News	Action Plan	Urban	\$200,000.00
City of Norfolk	City of Norfolk Multimodal Transportation Action Plan	Action Plan	Urban	\$240,000.00
City of Portsmouth	City of Portsmouth Safe Streets Action Plan	Action Plan	Urban	\$252,000.00
City of Richmond	City of Richmond VA - Supplemental Action Planning	Supplemental Action Plan	Urban	\$762,414.07
George Washington Regional Commission	Comprehensive Safety Action Plan for the GWRC Localities of the City of Fredericksburg, VA and the Counties of Caroline, King George, Stafford and Spotsylvania	Action Plan	Rural	\$96,000.00
Henrico County	Safety Action Plan County wide Grant Application for the Safe Streets for All Grant	Action Plan	Urban	\$320,000.00

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Loudoun County	Loudoun County Safe Streets and Roads for All Action Plan	Action Plan	Urban	\$464,000.00
Prince William County Government	Prince William County Comprehensive Safety Action Plan	Action Plan	Urban	\$992,000.00
Roanoke City	SS4A Action Plan Grant to City of Roanoke in Virginia	Action Plan	Urban	\$480,000.00
Roanoke County	Comprehensive Safety Action Plan for Roanoke County, Botetourt County and the Town of Vinton, Virginia	Action Plan	Urban	\$280,000.00
Thomas Jefferson Planning District Commission	Thomas Jefferson Planning District Commission - Comprehensive Safety Action Plan for Multiple Jurisdictions	Action Plan	Rural	\$857,600.00
Town of Culpeper	Safe Streets and Roads for All Action Plan Grant Application	Action Plan	Rural	\$160,000.00
West Piedmont Planning District Commission / Danville Metropolitan Planning Organization	Danville MPO Action Plan	Action Plan	Rural	\$160,000.00
WinFred Metropolitan Planning Organization (with Northern Shenandoah Valley Regional Commission as the fiscal agent)	WinFred MPO Safe Streets for All Action Plan	Action Plan	Rural	\$240,000.00
Total Virginia				\$7,060,814.07

Washington

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
City of Ellensburg	Action Plan for the City of Ellensburg and Surrounding Urban Growth Area	Action Plan	Rural	\$160,000.00
City of Lacey	Lacey Safety Action Plan	Action Plan	Rural	\$68,000.00
City of Montesano	Action Plan for the City of Montesano t	Action Plan	Rural	\$200,000.00
City of Toppenish	SS4A Action Plan Grant	Action Plan	Rural	\$80,000.00
Cowlitz-Wahkiakum Council of Governments	Comprehensive Safety Action Plans for Cowlitz County and five incorporated cities.	Action Plan	Rural	\$200,000.00
Grant County	Grant County Safety Action Plan	Action Plan	Rural	\$280,000.00
Island Regional Planning Organization	Island Regional Transportation Planning Organization - Comprehensive Action Plan	Action Plan	Rural	\$403,200.00
King County Road Services Division	Safe Streets and Roads for All: King County Road Services Division Action Plan	Action Plan	Urban	\$800,000.00
Kittitas County Department of Public Works	Snoqualmie Pass Comprehensive Safety Action Plan	Action Plan	Rural	\$429,504.00
Northeast Washington Regional Transportation Planning Organization	Northeast Washington Regional Transportation Planning Organization (NEW RTPO) Safety Action Plan	Action Plan	Rural	\$352,000.00

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Puget Sound Regional Council	Safety Action Plan for the Central Puget Sound Region	Action Plan	Urban	\$4,860,363.00
Southwest Washington Regional Transportation Council	Southwest Washington Regional Transportation Council Comprehensive Safety Action Plan	Action Plan	Urban	\$300,000.00
Spokane Regional Transportation Council	SS4A Action Planning Grant for the Spokane, WA Region	Action Plan	Urban	\$400,000.00
Thurston County	Thurston County Action Plan	Action Plan	Rural	\$264,000.00
Walla Walla County Department of Public Works	Develop comprehensive Safety Action Plan in Walla Walla County, Washington	Action Plan	Rural	\$201,696.00
Whatcom Council of Governments	Whatcom Regional Safety Action Plan Development	Action Plan	Rural	\$200,000.00
Total Washington				\$9,198,763.00

West Virginia

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
City of Bluefield	Bluefield Safety Action Plan	Action Plan	Rural	\$398,040.00
City of Charleston	City of Charleston SS4A Action Plan	Action Plan	Rural	\$200,000.00
City of Clarksburg	City of Clarksburg Safe and Equitable Infrastructure Connectivity	Action Plan	Rural	\$200,000.00

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
City of New Martinsville	Vision Zero Action Plan for the New Martinsville Jurisdiction working in collaboration with Belomar	Action Plan	Rural	\$250,000.00
Fayette-Raleigh Metropolitan Planning Organization, Inc.	Fayette-Raleigh Metropolitan Planning Organization Safe Streets Application 2022	Action Plan	Rural	\$199,200.00
KYOVA Interstate Planning Commission	Ohio River Valley Tri-State Safety Action Plan	Action Plan	Urban	\$640,000.00
Total West Virginia				\$1,887,240.00

Wisconsin

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Brown County	SS4A Action Plan Grant for Brown County, Wisconsin	Action Plan	Urban	\$200,000.00
City of Madison	Forward to Vision Zero - Madison Supplemental Action Plan	Supplemental Action Plan	Urban	\$267,679.99
City of Park Falls	City of Park Falls Safe Streets and Roads Action Plan	Action Plan	Rural	\$144,000.00
Kenosha County	Development of a Comprehensive Safety Action Plan	Action Plan	Rural	\$240,000.00
Lac Courte Oreilles Band of Lake Superior Chippewa Indians	Shifting Our Traffic Safety Culture in the Heart of the North	Action Plan	Rural	\$132,500.00

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Milwaukee County Department of Transportation	Milwaukee County and Municipalities Action Plan	Action Plan	Urban	\$800,000.00
St. Croix County	St. Croix County/Dunn County/Eau Claire County, WI- Corridor County Highway Safety Action Plan	Action Plan	Rural	\$500,000.00
Total Wisconsin				\$2,284,179.99

Wyoming

Lead Applicant	Project Title	Type of Plan	Urban/ Rural	Funding Award
Teton County	The Teton County & Town of Jackson Comprehensive Safety Action Planning project	Action Plan	Rural	\$480,000.00
Total Wyoming				\$480,000.00

**BISTATE SUSTAINABLE REINVESTMENT CORRIDOR PLANNING
PROJECT
2022 RAISE GRANT PARTNER AGREEMENT**

AGREEMENT

PARTIES: **Unified Government of Wyandotte County and Kansas City, Kansas,**
hereinafter referred to as the “Partner”

Mid-America Regional Council, hereinafter referred to as “MARC”

PURPOSE: The Bistate Sustainable Reinvestment Corridor Planning Project (here in after known as “the project”) will use 2022 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Federal discretionary grant program funds awarded to MARC by the US Department of Transportation to support planning and project development activities for a proposed zero emission transportation corridor to connect activity centers and neighborhoods along a corridor from the Village West district in Wyandotte County, Kansas through downtown Kansas City, Kansas, downtown Kansas City, Missouri, southern Sugar Creek, Missouri and Truman Square in Independence, Missouri (hereinafter known as “the corridor”). Funds received will be used to conduct conceptual planning, environmental documentation and preliminary engineering activities as detailed in Article I.

The project is intended to facilitate the following objectives:

- Prepare plans and strategies to utilize new Federal infrastructure funding to provide a generational opportunity to invest in coordinated, comprehensive transportation, housing, workforce, broadband, green infrastructure, public safety and economic development strategies to support equitable growth and redevelopment of promising but disadvantaged neighborhoods along a significant regional East-West corridor.
- Accelerate implementation of extensive community-based plans that have already been conducted throughout the corridor.
- Prepare for focused capital and operations investments along and connected to this corridor to enhance its capacity to catalyze growth and opportunity throughout the Kansas City metropolitan area using sustainable strategies.

EFFECTIVE Parties mutually agree to Articles I, II, and III in accordance with this Agreement from the (start date) until the (end date).

ARTICLE I

PARTNER AGREES:

1. To provide a primary project contact and coordinate with MARC’s project manager and the

project's planning and preliminary engineering teams along with appropriate internal management and leadership within the Partner's jurisdiction.

2. To assist MARC and its planning and preliminary engineering teams with project communications and community engagement activities within the Partner's jurisdiction.
3. To participate in project management and provide MARC all required technical assistance, data and any other necessary information needed to successfully manage and comply with federal/state requirements regarding the corridor project.
4. To waive any and all permit expenses in connection to the planning and engineering phases of the project.
5. To provide final approval of project deliverables.
6. To the extent allowed by law, the Partner shall defend, indemnify, and hold harmless MARC and any of its agents, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney fees, arising out of or resulting from any negligent acts or omissions in connection with the services performed by the Partner under this Agreement, caused by the Partner, its employees, agents, subcontractors, or caused by others for whom the Partner is liable. Notwithstanding the foregoing, the Partner is not required under this section to indemnify MARC for the negligent acts of MARC or any of its agencies, officials, officers, or employees.

ARTICLE II

MARC AGREES:

1. To provide a project manager, conduct project and program management.
2. To work with the Federal Transit Administration (FTA) to secure funding for administration, planning, community engagement and preliminary engineering contracts.
3. To work with FTA and Partner jurisdictions to procure planning, community engagement and engineering services,
4. MARC shall comply with and shall require its Private Firms to comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement.
5. To ensure project partners' agreements adequately cover program terms and costs,
6. To allocate RAISE funds for project planning activities within the Partner's jurisdiction as shown in Exhibit A.
7. To manage project development activities and requirements,
8. To ensure that project consultants and contractors follow applicable federal, state and local laws.
9. To accept project completion only with Partner approval.
10. To the extent allowed by law, MARC shall defend, indemnify, and hold harmless the Partner and any of its agents, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney fees, arising out of or resulting from any negligent acts or omissions in connection with the services performed by MARC under this Agreement, caused by MARC, its employees, agents, subcontractors, or caused by others for whom MARC is liable. Notwithstanding the foregoing, MARC is not required under this section to indemnify the Partner for the negligent acts of the Partner or any of its agencies, officials, officers, or employees.
11. MARC shall procure and maintain, and shall require its contractors to procure and maintain, in effect throughout the duration of this Agreement, insurance coverage not less than the

types and amounts specified below. MARC shall ensure that the Partner is named as an additional insured.

1. Commercial General Liability Insurance: with limits of \$3,000,000 per occurrence and \$3,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds
 - b. Contractual Liability,
 - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$3,000,000.
 - d. No Contractual Liability Limitation Endorsement,
 - e. Additional Insured Endorsement, ISO form CG2010, current edition, or its equivalent.
2. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:
 - a. Workers' Compensation Statutory
 - b. Employers' Liability with limits of:
 - i. \$100,000 each accident
 - ii. \$500,000 disease –policy limit
 - iii. \$100,000 disease - each employee
3. Commercial Automobile Liability Insurance: with a limit of \$2,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with this Cooperative Agreement.
4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$ 3,000,000.

Regardless of any approval by the Partner, it is the responsibility of MARC to ensure that the required insurance coverage is procured and maintained in effect at all times. In the event MARC fails to ensure that the required insurance is procured and maintained in effect, or that Partner is named as an additional insured, the Partner may order that the construction of the Improvements immediately stop and, upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

ARTICLE III

BOTH PARTIES MUTUALLY AGREE:

1. The Partner will provide non-federal matching funds to participate in the project in an amount of \$350,000. This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. and amendments thereto. This Agreement shall be construed and interpreted so as to ensure that the Partner shall at all times stay in conformity with such laws. Partner is

obligated only to make payments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Partner's current budget year; or (b) funds made available from any lawfully operated revenue producing source.

2. This Agreement and all contracts entered into under provisions of this Agreement shall be binding upon the Partner and MARC.
3. This Agreement is pursuant to the authority set forth in Article VI, Section 16 of the Missouri Constitution and Section 70.210 et. seq. and the Kansas Interlocal Cooperation Act, K.S.A. 12-2901, et. Seq.
4. No provision of this Agreement shall be constructed to create any type of joint ownership of any property, any partnership or joint venture, or create any other rights or liabilities except as may be otherwise expressly set forth herein.
5. Parties to this Agreement may terminate this Agreement by giving 180 days' notice to the other Party. Financial obligations will be honored up to the effective date of termination.
6. No third-party beneficiaries are intended to be created by this Agreement, nor do parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to terms or provisions of this Agreement.

IN WITNESS WHEREOF: the parties hereto have caused this Agreement to be signed by their authorized officers on the day and year first above written.

Mid-America Regional Council

David Warm
Executive Director

Date: _____

**Unified Government of Wyandotte
County and Kansas City, Kansas**

Anita H. Albrecht
Name

Acting Administrator
Title

Date: 12-14-22

Attest: _____

RESOLUTION NO. R-_____

**A RESOLUTION FOR THE APPROVAL OF FEDERAL LOCAL
FISCAL RECOVERY FUNDS TO BE USED FOR MATCHING FUNDING FOR THE
RAISE BY-STATE CORRIDOR PLANNING GRANT AND THE SAFE STREETS FOR
ALL VISION ZERO ACTION PLAN GRANT AS PART OF THE AMERICAN RESCUE
PLAN ACT**

WHEREAS, the American Rescue Plan Act (ARPA) was signed into law by President Biden on March 11, 2021, (Public Law 117-2), and was codified at 42 U.S.C. § 802 *et seq.*; and

WHEREAS, ARPA established the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund, which were together intended to provide support to State, local, and Tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 on their communities, residents, and businesses; and

WHEREAS, the Recovery Funds are intended to build on and expand the support provided to these governments over the last year, including through the Coronavirus Relief Fund (CRF), which was established by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Pub. L. No. 116-136, 134 Stat. 281 (2020); and

WHEREAS, Section II.C of the Supplementary Information accompanying the federal Department of the Treasury's Interim Final Rule (31 CFR Part 35) provided in part that, for purposes of measuring revenue growth from the pre-pandemic period recipient Kansas City, Kansas would utilize the calculated rate of 4.1% and recipient Wyandotte County, Kansas would utilize the calculated rate of 6.2%; and

WHEREAS, Ordinance O-115-21 and Resolution R-58-21 approved the acceptance on behalf of the City of Kansas City, Kansas of Fifty-Five Million Three Hundred Eighty-Three Thousand Eight Hundred Seventy-Two Dollars (\$55,383,872) from the Coronavirus Local Fiscal Recovery Fund; and approves the acceptance on behalf of Wyandotte County, Kansas of Thirty-Two Million One Hundred Thirty-Two Thousand Six Hundred Forty-Four Dollars (\$32,132,644) from the Coronavirus Local Fiscal Recovery Fund; and

WHEREAS, Ordinance O-115-21 and Resolution R-58-21 approved that of the Kansas City, Kansas total allocation, Eighteen Million Seven Hundred Eighty Thousand Four Hundred Seventy Dollars (\$18,780,470) will be used to replace revenue lost due to COVID-19 during 2020, and an estimated Twelve Million Three Hundred Four Thousand Seven Hundred Seventy-Four Dollars (\$12,304,774) will be used to replace revenue lost due to COVID-19 during 2021, for a total revenue replacement allocation over the two year period of Thirty One Million Eighty-Five Thousand Two Hundred Forty-Four Dollars (\$31,085,244); and

WHEREAS, Ordinance O-115-21 and Resolution R-58-21 approved that of the Wyandotte County, Kansas total allocation, Six Million Six Hundred Fifty Thousand Eight Hundred Eighty Dollars (\$6,650,880) will be used to replace revenue lost due to COVID-19 during 2020, and an estimated Four Million Three Hundred Seventy Thousand Ninety-Five Dollars

(\$4,370,095) will be used to replace revenue lost due to COVID-19 during 2021, for a total revenue replacement allocation over the two year period of Eleven Million Twenty Thousand Nine Hundred Seventy-Five Dollars (\$11,020,975); and

WHEREAS, of the amount received on behalf of Kansas City, Kansas, that was used to replace revenue lost due to COVID-19, Three Million Five Hundred Thousand Dollars (\$3,500,000) was set aside specifically for grant matching funds; and

WHEREAS, the Mid-America Regional Council (MARC) has received the 2022 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Federal discretionary grant program funds awarded by the US Department of Transportation and will partner with the Unified Government in the Bistate Sustainable Reinvestment Corridor Planning Project to invest a portion of the funds to conduct conceptual planning, environmental documentation and preliminary engineering activities for the development of a proposed zero emission transportation corridor; and

WHEREAS, the receipt of grant funds through MARC for the Bistate Sustainable Reinvestment Corridor Planning Project is contingent on the Unified Government providing matching funds in the amount of Three Hundred Fifty Thousand Dollars (\$350,000); and

WHEREAS, the Unified Government has received a Safety Action Plan grant of One Million Dollars (\$1,000,000) through the US Department of Transportation (USDOT) Safe Streets and Roads for All (SS4A) discretionary grant program, administered by the Kansas Department of Transportation (KDOT), for its Wyandotte County Vision Action Plan; and

WHEREAS, the receipt of the grant funds through KDOT is contingent on the Unified Government providing matching funds of up to Two Hundred Thousand Dollars (\$200,000).

NOW, THEREFORE, BE IT ORDAINED AND RESOLVED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/ KANSAS CITY, KANSAS AS FOLLOWS:

Section 1. The Unified Government Board of Commissioners hereby approves Three Hundred Fifty Thousand Dollars (\$350,000) of the Kansas City, Kansas total allocation be allocated for matching funds for the Bistate Sustainable Reinvestment Corridor Planning Project.

Section 2. The Unified Government Board of Commissioners hereby approves up to Two Hundred Thousand Dollars (\$200,000) of the Kansas City, Kansas total allocation to be allocated for Safety Action Plan through the SS4A program.

Section 3. The Unified Government Board of Commissioners hereby determines that the remaining ARPA allocation for Kansas City, Kansas that was set aside for grant matching funds that has not been obligated totals Two Million Three Hundred Thousand Dollars (\$2,300,000).

Section 4. Effective Date. This resolution shall take effect and be in full force from and after its passage and approval.

**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 30th DAY OF MARCH 2023.**

Tyrone A. Garner, Mayor/CEO

Attest:

Unified Government Clerk

Approved as to Form:

Unified Government Chief Counsel



Staff Request for Commission Action

Tracking No. 212334

Full Commission Meeting Date:

Committee: Administration & Human Services

Date of Standing Committee Action:

(If none, please explain):

Publication Required: No

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
04/04/2023				Economic Development

Item Description:

Requesting \$20,000 in funding from the Tourism Fund for the ArtsKC & MU Extension Create Arts Asset Map of Wyandotte County to create and map arts and culture assets in support of the efforts of the Arts, Culture and Economic Development Committee, submitted by Commissioner Angela Markley.

Action Requested:

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:



Staff Request for Commission Action

Tracking No. 212322

Full Commission Meeting Date:

Committee: Economic Development & Finance

Date of Standing Committee Action:

(If none, please explain):

Publication Required: No

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
04/04/2023	Debbie Jonscher	x5847	djonscher@wycokck.org	Finance

Item Description:

A resolution authorizing the Unified Government to amend its Master Equipment Lease Purchase Agreement with Bank of America Corp, submitted by Debbie Jonscher, Acting Chief Financial Officer.

Action Requested:

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Resolution authorizing Amendment No. 2 to Master Lease 2021 (002), 2023 Amendment #2 Final, 2023 LF Schedule for amendment

RESOLUTION NO. R-__-23

**RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TO AMEND ITS MASTER
EQUIPMENT LEASE PURCHASE AGREEMENT WITH BANC OF AMERICA
PUBLIC CAPITAL CORP, THE PROCEEDS OF WHICH WILL BE USED TO
PAY THE COSTS OF ACQUIRING AND INSTALLING CERTAIN EQUIPMENT.**

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the “Unified Government”) desires to obtain funds to pay the costs of acquiring and installing some or all of the equipment identified on **Annex I** attached hereto (the “Equipment”); and

WHEREAS, in order to facilitate the foregoing and to pay the cost thereof, it is necessary and desirable for the Unified Government, to amend its annually renewable Master Equipment Lease Purchase Agreement (the “Lease”) with Banc of America Public Capital Corp (the “Lessor”), dated as of March 11, 2021, to extend the Origination Period (as defined in the Lease);

WHEREAS, the Amendment (as defined herein) further amends the tax-exempt pricing formula table as set forth in Section 3.04 of the Lease.

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

Section 1. Authorization of Lease Amendment. The acting County Administrator of the Unified Government of Wyandotte County/Kansas City, Kansas is hereby authorized to execute Amendment Number 2 to the Lease (the “Amendment”), attached in substantially the form of **Exhibit A** hereto, and take all other necessary action to amend the Lease.

Section 2. Authorization of Lease Transaction. The Unified Government states its intent to lease pursuant to the Lease and pursuant to separate Schedules of Equipment (the “Schedules”) some or all of the Equipment in a maximum principal amount of \$6,000,000. The Unified Government expects to make capital expenditures after the date of this Resolution in connection with the purchase of the Equipment, and the Unified Government intends to reimburse itself for such expenditures with the proceeds of the Lease.

Section 3. Authorization and Approval of Unified Government Documents. The Amendment is hereby approved in substantially the form submitted to and reviewed by the Board of Commissioners on the date hereof, with such changes therein as are approved by the acting County Administrator, the acting County Administrator's execution of the Amendment being conclusive evidence of such approval.

The obligation of the Unified Government to pay Rental Payments (as defined in the Lease) under the Lease and any Schedules is subject to annual appropriation and will constitute a current expense of the Unified Government and will not in any way be construed to be an indebtedness or liability of the Unified Government in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness or liability by the Unified Government, nor will anything contained in the Lease or any Schedule constitute a pledge of the general tax revenues, funds or moneys of the Unified

Government, and all provisions of the Lease and any Schedule will be construed so as to give effect to such intent.

The acting County Administrator is hereby authorized and directed to execute and deliver any Schedules on behalf of and as the act and deed of the Unified Government.

Section 4. Further Authority. The Unified Government will, and the officials and agents of the Unified Government are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution and to carry out, comply with and perform the duties of the Unified Government with respect to the Lease, any Schedules and the Equipment.

Section 5. Effective Date. This Resolution will take effect and be in full force from and after its passage by the Board of Commissioners.

ADOPTED by the Board of Commissioners of the Unified Government of Wyandotte County, Kansas City, Kansas, this ____ day of April, 2023.

Mayor/CEO

ATTEST:

Unified Government Clerk

APPROVED AS TO FORM:

Office of Chief Counsel

Exhibit A

Bank of America

Amendment Number 2
to Master Equipment Lease Purchase
Agreement dated as of March 11, 2021

This Amendment Number 2 made this 13th day of April, 2023 to the Master Equipment Lease Purchase Agreement dated March 11, 2021 ("Agreement") between Banc of America Public Capital Corp ("Lessor") and the Unified Government of Wyandotte County/Kansas City, Kansas ("Lessee")

WITNESSETH:

WHEREAS, Lessor and Lessee are parties to the Agreement; and

WHEREAS, Lessor and Lessee desire to amend certain provisions of the Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual obligations hereinafter contained, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. Section 1.01 "Origination Period": is amended by deleting the reference to December 31, 2022, and replacing it with December 31, 2023.
2. Section 3.04 "Conditions to Lessor's Performance Under Schedules" shall be amended by deleting the fourth paragraph, including the pricing formula, in its entirety and replacing it with the following:

The interest rate component of each Schedule will be determined and fixed on a date no more than eight (8) business days prior to funding and will be based upon Secured Overnight Financing Rate ("SOFR") interest rate swaps as published at 8:30 a.m. Eastern time on that date on the applicable Refinitiv Swaps Index screen page (or such other commercially available source providing such quotations as may be selected by Lessor from time to time). In no event shall the interest rate swap used to calculate the interest rate be less than zero (0). Unless otherwise agreed to by the parties and authorized by Lessee's governing body the tax-exempt interest rate shall be determined by multiplying the appropriate interest rate swap by 79% and adding the appropriate Fixed Spread to that product as outlined in the following formula:

Lease Term	Interest Rate Swap Term	x Multiplier	+Fixed Spread
3 years	2 years	79.00%	0.891%
4 years	2 years	79.00%	0.948%
5 years	3 years	79.00%	0.977%
6 years	3 years	79.00%	1.029%
7 years	4 years	79.00%	1.065%
8 years	4 years	79.00%	1.132%
9 years	5 years	79.00%	1.149%
10 years	5 years	79.00%	1.227%

Day count is based on 30/360 interest convention.

Should SOFR interest rate swaps cease to exist, the parties may mutually agree to use alternative interest rate swaps.

3. It is the intention of Lessor and Lessee that, upon execution, this Amendment shall constitute a part of the Agreement. Except as amended hereby, the Agreement shall remain in full force and effect and is in all respects hereby ratified and affirmed. To the extent that the provisions of this Amendment conflict with the provisions of the Agreement, the provisions of this Amendment shall control. Capitalized terms not otherwise defined herein shall have the meanings ascribed them in the Agreement.

IN WITNESS WHEREOF, the parties hereunto have caused this instrument to be executed by their duly authorized officers as of the day and year first above written.

Banc of America Public Capital Corp (Lessor)

Unified Government of Wyandotte County/Kansas City, Kansas (Lessee)

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Annex 1 - 2022-2023 Unified Government Lease Financed Equipment Projects

CMIP Project #	Item/Project	Term (yrs)	Rate*	Principal**	Interest***	Annual Pmt****	Service, Maintenance
2022 Equipment (not financed)							
Street	Salt Spreaders	7		337,500	13,707	351,207	0
	Dump Trucks	7		875,000	35,538	910,538	0
Parks-SFHGC-565	Rough Mower	5		122,500	5,126	127,626	0
2023 Equipment							
Fire- 212	Aerial/Quint	10		1,300,000	53,324	1,353,324	0
	Pumper	10		860,000	35,276	895,276	0
	Pumper	10		1,001,250	41,069	1,042,319	0
Public Works- 220	Spray Patcher	7		294,000	11,941	305,941	0
	Hotbox Pothole Patcher	7		245,000	9,951	254,951	0
	Street Sweeper	7		252,000	10,235	262,235	0
Contingency	Other			712,750		712,750	0
Total				\$ 6,000,000			

* Interest is estimated, based on a formula agreed to in Master Lease Amendment #2. Estimated rates as of February 7, 2023:

5 year: 4.814 %

7 year: 4.061 %

10 year: 4.102 %

** Principal column is the estimated total purchase price without interest if paid for by cash.

*** Interest column is the annual interest amount using estimated rates.

**** Estimated



**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

April 6, 2023

Mr. Brett A. Deichler, PMP CMP
Unified Government Clerk
East Building

Re: Subdivision Plat Approval for **LENOX ADDITION**

Dear Mr. Deichler

Please be advised that the Engineering Division has reviewed the attached plat of LENOX ADDITION located at 811 N 55TH Street and being developed by Francisco Javier Martinez-Lara

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

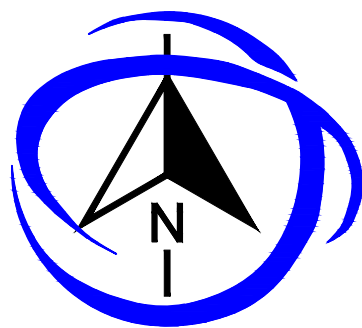
Digitally signed by Troy Shaw
Date: 2023.04.06 08:23:16
-05'00'

Troy Shaw, P.E.
County Engineer

Attachments

LENOX ADDITION

A PART OF LOT 5 AND 6, AND ALL OF LOTS 7, 8, & 9, THE LENOX FARMS, A
SUBDIVISION OF LAND IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS





KS ENG COA. #9315
KS SUR COA. #963
MO ENG COA. #072014084
MO SUR COA. #002014231

ALC
ATLAS LAND CONSULTING
SURVEYING | ENGINEERING | DRONE | CAD
14900 Parallel Road, Unit R, Basehor KS 66007
ANDREA@ALCONSULT-LLC.COM

FINAL PLAT
LEGEND

- ●
- B/L

U/E

C

D

M
- DENOTES SET 1/2" REBAR WITH LS# 1408 CAP

DENOTES FOUND MONUMENT AS NOTED

BUILDING LINE

UTILITY EASEMENT

CALCULATED

DEEDED

MEASURED

GENERAL NOTES

1.

2.

3.

4.

5.

6.

7.
- THE BASIS FOR THE BEARING SYSTEM FOR THIS PLAT IS THE KANSAS NORTH ZONE U.S. STATE PLANE 1983.

ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

FLOODPLAIN NOTE: ACCORDING TO "FIRM" MAP COMMUNITY PANEL NUMBERS 2020PC0153Z EFFECTIVE SEPTEMBER 2, 2015, AREA ZONE X" AREA OF MINIMAL FLOOD HAZARD"

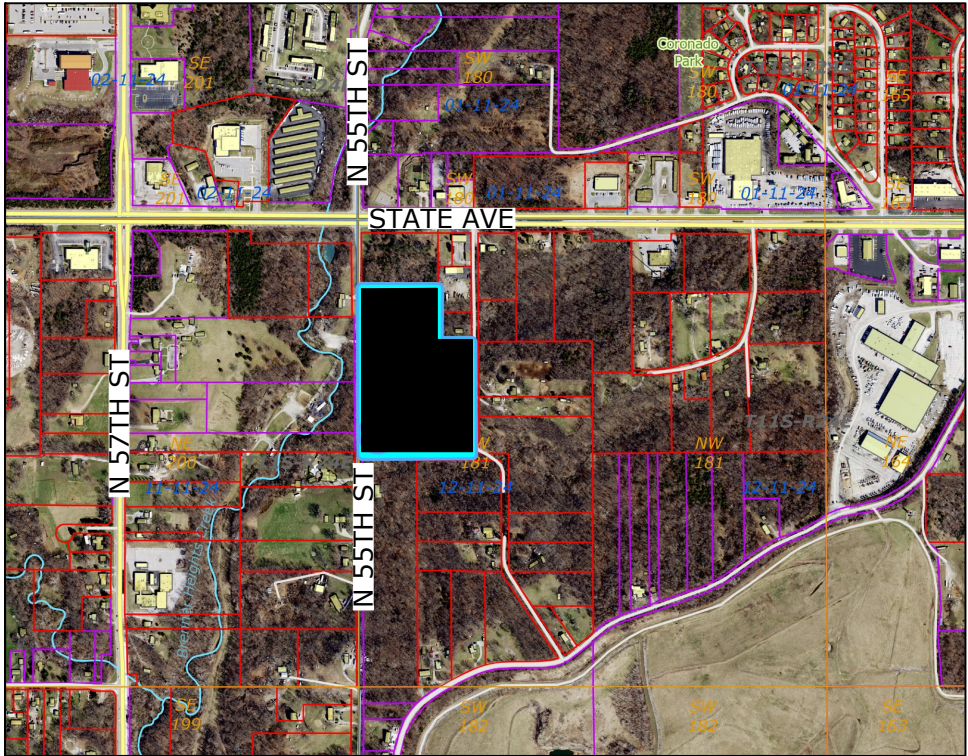
KS ONE CALL WAS NOT CALLED.

CURRENT ZONING - R-1 / PROPOSED ZONING - R-1

CLOSURE PRECISION: 1 PART IN 0000000000

REFERENCED SURVEY:
-THE LENOX FARMS FINAL PLAT

VICINITY MAP



This is to certify on this 15TH day of NOVEMBER, 2022 this field survey was completed on the ground by me or under my direct supervision and that said survey meets or exceeds the "Kansas Minimum Standards" for boundary surveys.

ROGER B. DILL LS 1408

JOB NO:22-1177

SCALE	PREPARED FOR
60 30 0 60 SCALE IN FEET	RA ENGINEERING ADDRESS: 811 N 55TH STREET KANSAS CITY, KS 66102
SEC-TWN-RNG	
12-11S-24E	

DATE

NOVEMBER 16, 2022

DESCRIPTION PER DEED DOCUMENT 2022R-00037

A PART OF LOT 5 AND 6, AND ALL OF LOTS 7, 8 AND 9, THE LENOX FARMS, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 9; THENCE NORTH 02 DEGREES 23 MINUTES 03 SECONDS WEST ALONG THE EAST RIGHT OF WAY LINE OF N. 55TH STREET AS SAID ROAD NOW EXISTS, 937.34 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 12 SECONDS EAST, 433.73 FEET; THENCE SOUTH 02 DEGREES 25 MINUTES 28 SECONDS EAST, 302.61; THENCE NORTH 87 DEGREES 42 MINUTES 23 SECONDS EAST, 185.24 (RECORD=186.00 FEET) TO A POINT ON THE WEST RIGHT OF WAY LINE OF N 54TH STREET AS SAID ROAD NOW EXISTS, THENCE SOUTH 02 DEGREES 25 MINUTES 28 SECONDS EAST ALONG SAID RIGHT OF WAY LINE, 630.10 FEET (RECORD=630.00 FEET); THENCE SOUTH 87 DEGREES 34 MINUTES 32 SECONDS WEST, 619.61 FEET (RECORD=623.00 FEET) TO THE POINT OF BEGINNING, ALSO KNOWN AS TRACT A ON A LOT SPLIT SURVEY RECORDED JULY 20, 2016, AS DOCUMENT NO. 2016R-09652

OVERALL DESCRIPTION:

A PORTION OF LOTS 5 AND 6, AND ALL OF LOTS 7, 8, AND 9, THE LENOX FARMS, A SUBDIVISION OF LAND IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS, DESCRIBED BY ROGER B. DILL PS 1408, ON NOVEMBER 17, 2022, AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER SAID LOT 9, ALSO KNOWN TO BE A POINT ON THE EAST RIGHT OF WAY LINE OF N 55TH STREET AS IT NOW EXISTS; THENCE N02°23'25"W, ALONG SAID THE WEST LINE OF SAID LOT 9 AND SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 937.34 FEET TO A POINT ON THE WEST LINE OF SAID LOT 6; THENCE N88°06'50"E, A DISTANCE OF 433.73 FEET TO A POINT ON THE EAST LINE OF SAID LOT 5; THENCE S02°25'50"E, ALONG SAID EAST LINE, A DISTANCE OF 302.61 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 7; THENCE N87°42'01"E, ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 185.24 FEET TO THE NORTHEAST CORNER OF SAID LOT 7, ALSO KNOWN TO BE A POINT ON THE WEST RIGHT OF WAY LINE OF N 54TH STREET AS IT NOW EXISTS; THENCE S02°25'50"E, ALONG SAID EAST LINE AND WEST RIGHT OF WAY LINE, A DISTANCE OF 630.10 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE S87°34'10"W, ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 619.61 FEET TO THE POINT OF BEGINNING.

DEDICATION:

THE UNDERSIGNED PROPRIETOR OF THE ABOVE DESCRIBED TRACT OF LAND HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER AS SHOWN ON THE ACCOMPANYING PLAT, WHICH SUBDIVISION AND PLAT SHALL HEREAFTER BE KNOWN AS "LENOX ADDITION"

The undersigned proprietor of said property shown on this plat does hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, places, roads, drives, lanes, parkways, avenues and alleys not heretofore dedicated. Where prior easement rights have been granted to any person, utility or corporation on said parts of the land so dedicated, and any pipes, lines, poles and wires, conduits, ducts or cables heretofore installed thereupon and therein are required to be relocated, in accordance with proposed improvements as now set forth, the undersigned proprietor hereby absolves and agrees to indemnify the Unified Government of Wyandotte County/Kansas City, Kansas, from any expense incident to the relocation of any such existing utility installations within said prior easement.

An easement is hereby granted to the Unified Government of Wyandotte County/Kansas City, Kansas, to enter upon, construct, maintain, use and authorize the location, of conduits for providing water, gas, cable, electric, sewers, and other utility services, including related facilities and appurtenances thereto, and drainage facilities, upon, under, over and across those areas outlined and designated on this plat as "Utility Easement" or "U/E", and further, subject to administration and regulation by the City, the subordinate use of such areas by other governmental entities and utilities, franchised or authorized to do business in the City of Kansas City, Kansas.

In accordance with KSA 12-512b, all rights, obligations, reservations, easements, or interest shown as vacated with this plat shall be vacated as to use and as to title, upon filing and recording of this plat. The proprietors, successors, and assigns, of property shown on this plat hereby vacate and agree, jointly and severally, to indemnify the Unified Government of Wyandotte County/Kansas City, Kansas, of any expense incident to the relocation of any existing utility improvements heretofore installed and required to be relocated in accordance with proposed improvements described in this plat.

The undersigned proprietors of the above described land hereby consents and agrees the Board of Commissioners of the Unified Government of Wyandotte County/Kansas City, Kansas, shall have the power to release such land proposed to be dedicated for public ways and thoroughfares, or part thereof, for public use, from the lien and effect of any special assessments, and that the amount of the unpaid special assessments on such land dedicated shall become and remain a lien on the remainder of that land fronting or abutting on such dedicated public ways or thoroughfares.

IN TESTIMONY WHEREOF,

I, undersigned owner of LENOX ADDITION have set our hands this ____ day of ____, 2022.

FRANCISCO JAVIER MARTINEZ-LARA, OWNER

ACKNOWLEDGEMENT:

STATE OF KANSAS
COUNTY OF

BE IT REMEMBERED THAT ON THIS ____ DAY OF ____, 2022, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, CAME FRANCISCO JAVIER MARTINEZ-LARA, OWNER, TO ME PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FORGOING INSTRUMENT OF WRITING, AND DULY ACKNOWLEDGED THE EXECUTION OF SAME. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARY SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC, _____

My Commission Expires: _____

THIS PLAT OF LENOX ADDITION HAS BEEN SUBMITTED TO AND APPROVED BY THE UNIFIED GOVERNMENT OF WYANDOTTE/KANSAS CITY, KANSAS, PLANNING COMMISSION

DATED THIS ____ DAY OF ____, 2022
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, PLANNING COMMISSION

BY _____, CHAIRMAN
JEFF CARSON

_____, SECRETARY
GUNNAR HAND, AICP

THE DEDICATIONS SHOWN HEREON, IF ANY, ARE ACCEPTED THIS ____ DAY OF ____, 2022.

TYRONE GARNER, MAYOR/CEO

BRETT A. DEICHLER, UNIFIED CLERK

RECOMMENDED FOR APPROVAL BY THE WYANDOTTE COUNTY ENGINEER, THIS ____ DAY OF ____, 2022.

TROY SHAW, P.E., COUNTY ENGINEER

COUNTY SURVEYOR APPROVAL:

THIS SURVEY HAS BEEN REVIEWED FOR FILING, PURSUANT TO KSA 58-2003, 58-2005, AND 58-2011, FOR CONTENT ONLY AND IS IN COMPLIANCE WITH THOSE PROVISIONS. NO OTHER WARRANTIES ARE EXTENDED FOR IMPLIED.

REVIEWED BY _____ DATE: _____
BRENT E. THOMPSON, KS P.L.S. 1277

STATE OF KANSAS
COUNTY OF)

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE ON THIS ____ DAY OF ____, 20__, AT ____ O'CLOCK AND IS DULY RECORDED.

NANCY BURNS, REGISTER OF DEEDS

SUSIE NELSON, DEPUTY



**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

April 6, 2023

Mr. Brett A. Deichler, PMP CMP
Unified Government Clerk
East Building

Re: Subdivision Plat Approval for **THE LEGENDS AT VILLAGE SIXTH PLAT**

Dear Mr. Deichler

Please be advised that the Engineering Division has reviewed the attached plat of located along Village West Parkway and being developed by Legacy Development 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: 2023.04.06 08:22:40
-05'00'

Troy Shaw, P.E.
County Engineer

Attachments

FINAL PLAT OF
THE LEGENDS OF VILLAGE WEST, SIXTH PLAT

A REPLAT OF PART OF LOT 29, THE LEGENDS AT VILLAGE WEST, THIRD PLAT
A SUBDIVISION OF LAND IN THE NW1/4 OF SEC. 2, TWP. 11 S, RNG. 23 E
KANSAS CITY, WYANDOTTE COUNTY, KANSAS

LEGAL DESCRIPTION

This is a resurvey and replat of a part of Lot 29, LEGENDS AT VILLAGE WEST, THIRD PLAT, a subdivision in Kansas City, Wyandotte County, Kansas, described as follows:

Commencing at a point on the South line of said Lot 29, said point also being the Southwest corner of Lot 10, LEGENDS AT VILLAGE WEST, a subdivision in Kansas City, Wyandotte County, Kansas, said point further being on the North right-of-way line of Village West Parkway, as now established; thence N 75° 43' 27" W, along the South line of said Lot 29, and along the North right-of-way line of said Village West Parkway, a distance of 39.58 feet, to a point of curvature; thence Northwesterly, along the South line of said Lot 29, and along the North right-of-way line of said Village West Parkway, said line being a curve to the right tangent to the last described course, having a radius of 1070.92 feet, to the Point of Beginning; thence continuing Northwesterly, along the South line of said Lot 29, and along the North right-of-way line of said Village West Parkway, said line being a curve to the right with an initial tangent bearing N 66° 52' 56" W, having a radius of 1070.92 feet, to the Point of Beginning; thence N 14° 25' 28" E, a distance of 140.52 feet; thence S 76° 17' 26" E, a distance of 154.60 feet; thence S 13° 09' 46" W, a distance of 179.26 feet, to the point of beginning, containing 0.5816 acres, more or less, of replatted land.

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision and plat shall hereafter be known as "THE LEGENDS OF VILLAGE WEST, SIXTH PLAT".

DEDICATION

An easement or license is hereby granted to Wyandotte County/Kansas City, Kansas, to locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts cables, etc., upon, over and under those areas outlined hereon and designated on this plat as "U/E" or "Utility Easement".

EXECUTION

IN TESTIMONY WHEREOF, undersigned proprietor has caused this instrument to be executed on this ____ day of _____, 2022.

W-LD LEGENDS OWNER VII, L.L.C., a Delaware limited liability company
C/O WALTON STREET CAPITAL L.L.C.
C/O LEGACY DEVELOPMENT

By: _____
Dan Lowe, Manager

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) SS
_____)

BE IT REMEMBERED that on this ____ day of _____, 2022, before me, a notary public in and for said County and State, came Dan Lowe, Manager of Legacy Development, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year above written.

Notary Public: _____ My Appointment Expires: _____

Printed Name: _____

APPROVALS

This plat has been submitted to and approved by the Wyandotte County/Kansas City, Kansas Planning Commission.

Dated this ____ day of _____, 2022.

Chairman: _____ Secretary: _____

The dedications shown hereon, if any, are accepted this ____ day of _____, 2022.

Mayor/CEO: _____ Secretary: _____

Recommended for approval by the Wyandotte County/Kansas City, Kansas, Engineer, this ____ day of _____, 2022.

County Engineer: _____

This survey has been reviewed for filing, pursuant to KSA 58-2003, 58-2005 and 58-2011 for content only, and is in compliance with those provisions. No other warranties are extended or implied.

County Surveyor: Brent Thompson, PS-1277

STATE OF KANSAS _____)
COUNTY OF WYANDOTTE _____) SS
_____)

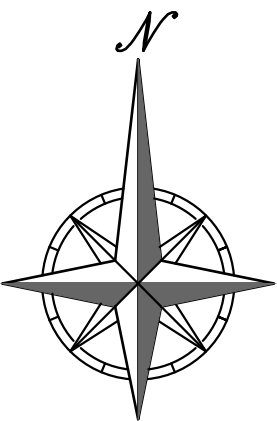
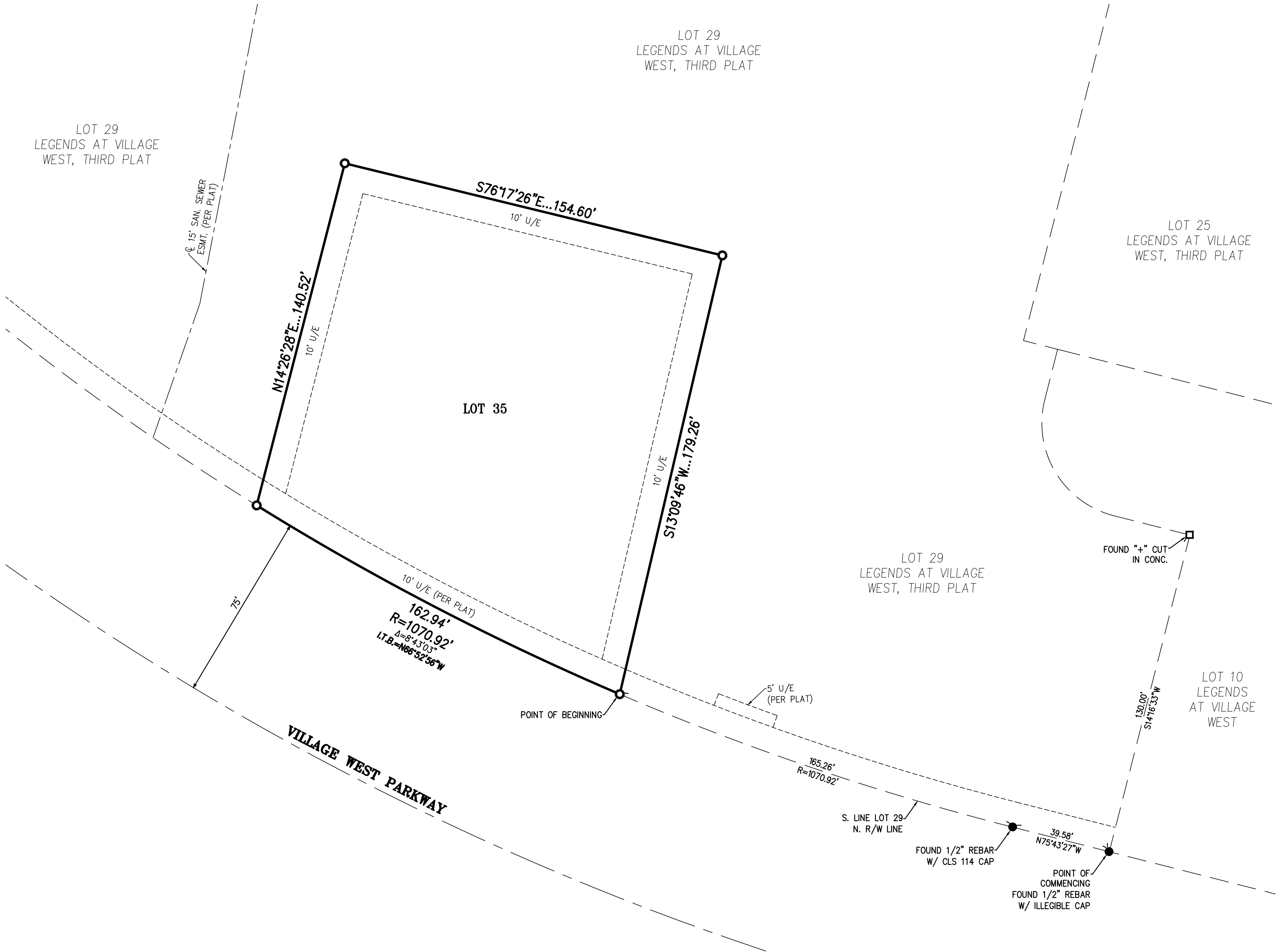
This is to certify that this instrument was filed for record in the Register of Deeds Office

on this ____ day of _____, 2022 at _____ and is duly recorded.

Register of Deeds _____ Deputy _____

CERTIFICATE OF AUTHORIZATION
KANSAS
LAND SURVEYING - LS-82
ENGINEERING - E-391
CITY OF KANSAS
LAND SURVEYING-2007001128
ENGINEERING-2007005058

PEI PHILIPS ENGINEERING, INC.
1270 N. Winchester
Olathe, Kansas 66061
(913) 393-1155
Fax (913) 393-1166



SCALE: 1"=30'
0' 30' 60'

BEARING BASIS: THE RECORDED PLAT OF
"THE LEGENDS AT VILLAGE WEST, THIRD PLAT"

LEGEND

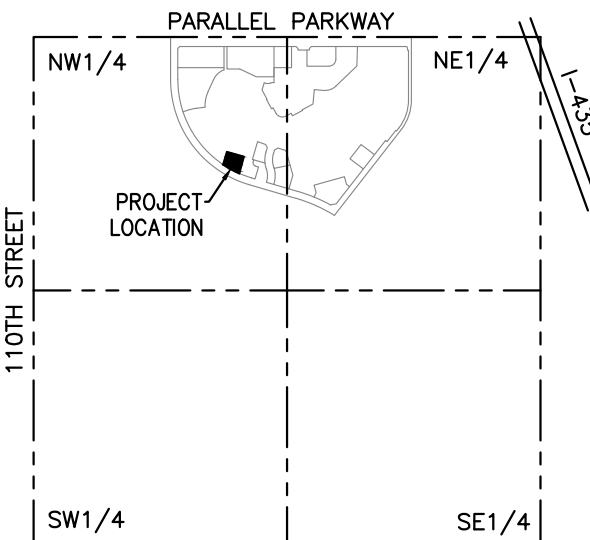
- DENOTES SET 1/2"x24" REBAR W/PHILIPS CORP. CLS-82 PLASTIC CAP
- DENOTES FOUND MONUMENT AS DESCRIBED

NOTE: THE EASEMENTS SHOWN HEREON AS "PER PLAT" WERE DEDICATED BY THE PLAT OF "THE LEGENDS AT VILLAGE WEST, THIRD PLAT" RECORDED IN BOOK 2004R AT PAGE 33511.

OWNER/DEVELOPER:

LEGACY DEVELOPMENT, LLC
4717 CENTRAL STREET
KANSAS CITY, MISSOURI 64112

AREAS		
PARCEL	AREA (S.F.)	AREA (AC.)
LOT 35	25335	0.5816



VICINITY MAP
SEC. 2-11-23

FLOOD NOTE:

THIS PROPERTY LIES WITHIN FLOOD ZONE X, DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE LIMITS OF THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR KANSAS CITY, COMMUNITY NO. 200363, WYANDOTTE COUNTY, KANSAS, MAP NO. 20209C00390, DATED SEPTEMBER 2, 2011.

I, SCOTT D. CONFER, HEREBY CERTIFY THAT IN MARCH 2022, I OR SOMEONE UNDER MY DIRECT SUPERVISION HAVE MADE A SURVEY OF THE ABOVE DESCRIBED TRACT OF LAND AND THE RESULTS OF SAID SURVEY ARE CORRECTLY REPRESENTED ON THIS PLAT.

BY: _____
SCOTT D. CONFER, KS. LS-1249

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

PLANNING & ZONING AND
REGULAR SESSION
JUNE 30, 2022

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in Regular Session Thursday, June 30, 2022, with ten members present on-site or via Zoom: 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; Stites, Commissioner Seventh District; Davis, Commissioner Eighth District; and Garner, Mayor/CEO, presiding. Markley, Commissioner Sixth District, was absent. The following officials were also in attendance: Cheryl Harrison-Lee, Interim County Administrator; Brett Deichler, Interim Assistant County Administrator; Alan Howze and Bridgette Cobbins, Assistant County Administrators; Misty Brown, Chief Counsel; Patrick Waters, Deputy Chief Counsel; Jeff Conway, Assistant Counsel; Gunnar Hand, Director of Planning & Urban Design; Lisa Rangel, Commission Office; Matt May, Director of Emergency Management; Katherine Carttar, Director of Economic Development; Greg Talkin, Neighborhood Resource Director; Anthony Hutchingson and Patrick Holton, Neighborhood Resource Center; Alley Porter, Commission Liaison; Jud Knapp, Land Bank Manager; Monica Sparks, Acting UG Clerk; and Terri Kimble, UG Clerk's Office.

Mayor Garner said before I call this meeting to order, I want to announce that some commissioners, staff, and the public are attending remotely via Zoom, by phone, or on-site. All participants joining by phone should mute their phones when not speaking to avoid background noise that could disrupt this meeting.

During the meeting, please make sure that you announce yourself by name and title every time you speak so the public that is observing knows who is speaking. This is critical given the number of remote participants and is current guidance from the Kansas Attorney General.

I will now call this meeting to order. Clerk, would you please give a roll call?

Roll call: McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend, Garner.

Mayor Garner said the invocation is being given by Commissioner Harold Johnson of Faith Deliverance Church of God in Christ and immediately followed by the Pledge of Allegiance.

Mayor Garner said I'll now ask the Clerk if there are any revisions for tonight's agenda. **Monica Spark, Acting UG Clerk**, said yes, Mr. Mayor. We have revisions to tonight. We have under the Mayor's Agenda Item No. 10 has been added – a Presentation of A Partner in Excellence Award. We also have Item No. 11 – a Resolution Approving an Agreement to Settle Pending Litigation. Under the Administrator's Agenda, we have Item No. 4 – a Resolution for Memorandum of Understanding between the Unified Government and IAFF. Those are all the additions to the agenda.

Mayor Garner said tonight, we have two distinct parts to our meeting. The Planning and Zoning portion will be handled first followed by the Regular Commission meeting. I'll ask the Clerk to read the statement, required by state law, governing the Planning and Zoning portion of our meeting followed by the items on the Planning and Zoning Consent Agenda.

PLANNING AND ZONING CONSENT AGENDA

Monica Sparks, Acting UG Clerk, read the statement, required by law, governing the Planning & Zoning portion of the meeting.

Ms. Sparks asked, does any member of the Commission wish to disclose any contact with proponents or opponents on any item on the agenda? **Commissioner Ramirez** said I've had contact with opponents of COZ2021-034. **Commissioner Davis** said I've had contact with opponents of COZ2022-056.

Ms. Sparks read the items on the Consent Agenda.

Mayor Garner asked, does any member of the Commission, County Administrator, or the public wish to set-aside any item on the Planning and Zoning Consent Agenda? If an item is not set-aside, all items on the Planning and Zoning Consent Agenda will be voted on by one vote to follow the recommendations of the Planning Commission.

I'll ask if anyone in attendance would like to set-aside an item. If so, please state your name and city for the record and the agenda item to be set-aside, and do so at the podium. Seeing

none in the audience. I'll ask the Clerk if anyone joining virtually has their hands raised to set aside an item. **Ms. Sparks** said we have Greg Hall with his hand raised.

Greg Hall said it's COZ2021-034, changing the zoning from single-family to multi-family at 4136 Springfield. At least eight neighbors are opposed to rezoning to allow three triplexes to be plopped into the middle of the block. It's all single-family on the entire block except at one end. New single-family houses have been built in the immediate area. Anyway, it just feels like we're not being heard. **Ms. Sparks** said, Mr. Hall, would you like to set this item aside for further discussion? **Mr. Hall** said I would.

Commissioner Davis said I'd also like to set aside COZ2022-056. **Gunnar Hand, Director of Planning & Urban Design**, said point of clarification. Is that SUP2202-056? **Commissioner Davis** said yes, SUP.

Mayor Garner said other than the set-asides, there are no other set-asides. I'll entertain a motion outside of those set-asides items, for approval of the Planning and Zoning Consent Agenda.

Action: **Commissioner Ramirez made a motion, seconded by Commissioner McKiernan, to approve all items as submitted, excluding the set-asides.**

Mayor Garner said I have a motion and a second. Roll call, please.

Roll call was taken and there were nine "Ayes," McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

CHANGE OF ZONE APPLICATIONS

Item No. 1 – 211745...CHANGE OF ZONE APPLICATION COZ2021-034 - JEFF MEADOR WITH OPEN-DOOR HOMES

Synopsis: Change of Zone from RP-1(B) Planned Single Family District to RP-5 Planned Apartment District to build two (2) triplex units at 4136 Springfield Street, submitted by Gunnar H. Hand, AICP, Director of Planning & Urban Design. The applicant, Jeff Meador with Open

Door Homes, Inc., wants to rezone the property from R-1(B) Single Family District to RP-5 Planned Apartment District to build one (1) fourplex (rowhome) building, totaling four (4) units on 0.29 acres at 4136 Springfield Street. The Planning Commission voted 9 to 0 to recommend approval of Change of Zone Application COZ2021-034, subject to:

1. This City Planning Commission case is being heard in conjunction with BOZA2021-028, which seeks a variance to build one (1) fourplex building, totaling four (4) units between thirteen (13) and twenty (20) feet from the front property line on 0.29 acres at 4136 Springfield Street;
2. The rowhome (fourplex) attached single-family homes need to match the character of the neighborhood which is predominately single-family in nature. The existing residences along the Springfield Street have their front yards facing the west side of the street, whereas the rear of these singlefamily homes have access to Fisher Street by way of a rear yard driveway. The single-family homes on Fisher Street are on the west side of the street and abuts the rear lots of single-family residences along Lloyd Street;
3. Must comply with the Rosedale Urban Multi-Family Residential Design Guidelines;
4. Review the Urban Multi-Family Residential Design Guidelines, attached herein and incorporate these guidelines into the site plan and building elevations;
5. Provide a four (4) foot, pedestrian sidewalk to Springfield Street;
6. The driveway has been relocated to the rear, off Fisher Street and minimize the curb cuts by creating a semi-circle driveway for the four (4) units. Rear loaded garage and driveways matches the character of the single-family home neighborhood, specifically on the west side of Springfield Street;
7. Proposed site trees shall comply with the approved Parks Department Street Tree list;
8. The exterior building materials shall comply with the Rosedale Urban MultiFamily Residential Design Guidelines;
9. Sec. 27-460(f) A reasonable amount of landscaping is required on all projects with emphasis on softening the visual impact of parking areas and enhancing the overall appearance. Trees are required at not less than one (1) per 4,500 square feet of site area;
10. Three (3) trees are required to be planted in the front yard. Per Sec. 27-702 shade trees shall be at least two (2) inch caliper as measure twelve (12) inches above ground. Evergreen trees shall be between five (5) to six (6) feet in height. Trees shall not be planted within the utility easement or under water lines;
11. Sec. 27-700(b)(1) Buffer plantings, which shall include the equivalent of a minimum of one evergreen tree or one shade tree and three large shrubs for each 30 feet of adjacent project boundary, shall be provided for such development adjacent to single-family or two-family zoned property. Except in district R-M and C-O, such buffer plantings may be arranged on any portion of the property. Buffer plantings will be in addition to required trees. In district R-M and C-O, buffer plantings may be required to be concentrated along potentially unsightly areas or where sensitive areas exist on adjacent property. All multifamily residential projects shall include at least one shade tree per eight dwelling units and one shrub per dwelling unit in addition to the tree requirement, but not in addition to the buffer plantings if required;
12. If rented, a rental license from Rental Licensing Division shall be obtained;
13. 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 buildinginspection@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;

14. All future driveways must feature curb cuts that are constructed to UG standards;
15. A Right-of-Way Permit may be required. The applicant is required to contact the Public Works Department at (913) 573-5311 or by info@wycokck.org to confirm if they need a right-of-way permit, and if so, must take it upon themselves to initiate the permit process accordingly;
16. Per Sec. 27-317 Electrical power, telephone service, and cable television (if applicable) shall be provided by underground wiring for all new wiring provided;
17. All four (4) units shall be on separate utilities (water, electrical, sanitary sewer, etc.);
18. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable; and,
19. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning & 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.

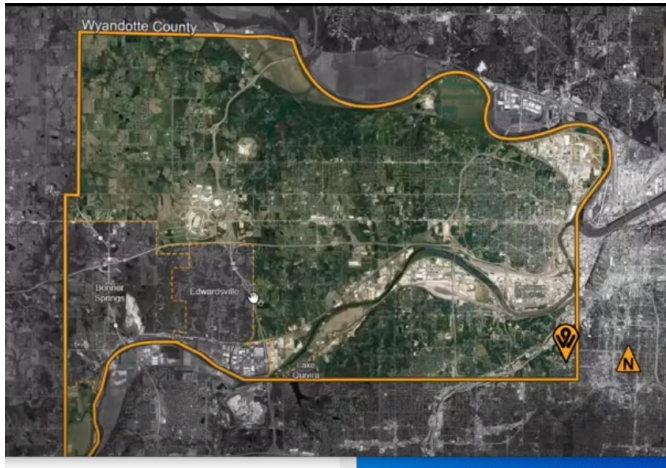
Mayor Garner said I'll recognize that person who set-aside that item.

Gunnar Hand, Director of Planning & Urban Design, said point of order, Mr. Mayor. Would you like me to give the presentation of the agenda item first before public comments? **Mayor Garner** said yes. I'm sorry. Go ahead.

Petitioner	Address
Jeff Meador	4136 Springfield Street Kansas City, Kansas 66103
Synopsis	
To rezone the property from R-1(B) Single Family District to RP-5 Planned Apartment District to build one (1) fourplex (rowhome) building, totaling four (4) units on 0.29 acres. This case was heard in conjunction with BOZA2021-028, which was approved by the Board of Zoning Appeals on June 13, 2022.	

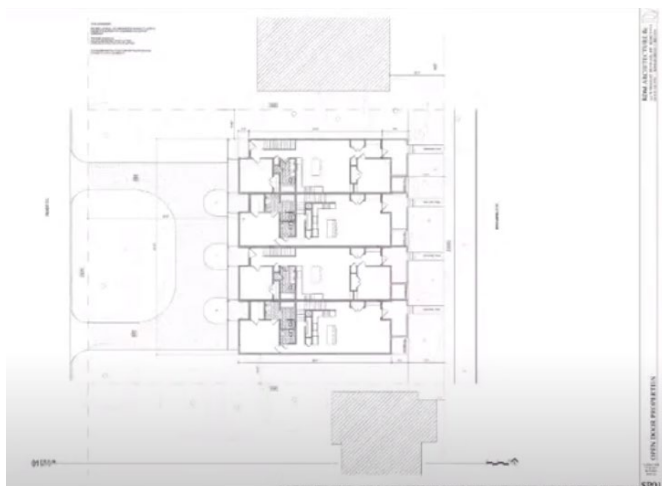
Mr. Hand said COZ2021-034 was heard in conjunction with the Board of Zoning Appeals 2021-028, which was approved by the Board of Zoning Appeals earlier this month for a front yard setback. This change of zone is requesting it from RP-1 to RP-5. It is in the mid-block about three parcels up from the corner lot. It is requesting, and the reason is here in the synopsis. Over the course of the entitlement process, staff was able to change this project from what was originally proposed as two triplex units to a single 4-unit townhome. This is in the Urban Residential Master Plan land use designation, which allows for townhomes.

This application is not requesting a master plan amendment. The property's currently vacant in the Rosedale Area Master Plan, and has received no letters of support. There has been local opposition both submitted to staff as well as at the City Planning Commission. There was a notice of violation for weeds on the property. That has since been remediated. Staff agrees with the Planning Commission's recommendation of approval.



Mayor Garner said I'll ask the applicant or representative to present their application. If present, please state your name and address for the record.





Jeff Meador, Open Door Homes, 4012 Elledge Drive, Roeland Park, said as Director Hand pointed out, we're trying to just bring the zoning in compliance with the General Urban Master Plan designation for this lot. There is RP-5 immediately to the west and actually, one lot removed to the south.



We did, through the neighborhood meetings, reduce the density from the triplexes to the quad. Listened to the neighborhood comments and took it from there.

June 30, 2022

Mayor Garner said I'll now open the public hearing. I'll ask the Clerk if she's received any notification from the public who wish to express their comments in favor of this item. **Ms. Sparks** said no comments were received.

Mayor Garner asked, is there anyone present who would like to speak in favor of this item? If so, please come to the podium and state your name and address for the record. You will be given up to three minutes to state your comments.

Seeing none, is there anyone joining us virtually who would like to speak in favor of this item? If so, please raise your hand to be acknowledged. Once acknowledged, you may state your name and address for the record. You will be given up to three minutes to state your comments. Is there anyone virtually, Clerk? **Ms. Sparks** said Mr. Hall. There are no other hands raised.

Mayor Garner said there is no one in favor virtually. I'll ask the Clerk if she's received any notification from the public who wish to express their comments in opposition of this item. **Ms. Sparks** said no comments were received.

Mayor Garner asked, is there anyone present who would like to speak in opposition of this item? If so, please come to the podium and state your name and address for the record. You'll be given up to three minutes to state your comments.

Seeing none, is there anyone joining us virtually who would like to speak in opposition of this item? If so, please raise your hand to be acknowledged. Once acknowledged, you may state your name and address for the record. You will be given up to three minutes to make your comments. **Ms. Sparks** said we have Joy online, who has raised her hand.

Joy McCann, 3915 Holmes, KCMO, said I own the house just north of this project and I want to just state my opposition to it. I know a number of the neighbors around there are opposed to it too. Everyone really wants single-family homes to continue the rest of the block, to continue with more single-family homes there. I just want to go on record as saying I'm very much in support of that as opposed to this fourplex.

Mayor Garner asked, Clerk, anyone else in opposition? **Ms. Sparks** said Mr. Hall.

Greg Hall said yes, I oppose the change to higher density. I want to see the entire blocks remain as is. It's like a virgin; it's pure. The Rosedale Master Plan also calls for neighborhood input and I don't feel like the neighbors have had a say. I guess we're having a say tonight. There are a lot of development that's going on right now, major developments in that Rosedale area, immediate area. Major 2-3-400 apartment unit complexes and there just aren't any single-family. I think there's maybe just one single-family going up in that area right now.

Single-family houses attract people to the neighborhood. It attracted me to invest in the neighborhood and others to invest in the neighborhood. I know, I went to school with a guy, that lives next door, 50 years ago. I went to Rosedale and graduated there. We're all opposed to changing it.

There was a single-family house on that property until just a few years ago. A newer house was just sold in the mid-\$200,000 here just a few months ago. The neighborhood supports single-family housing. I know it's a mixed neighborhood, but it just seems like it's just going to ruin the flow of the block. It just seems to be, its zoning would be for just one person for their economic interest. **Ms. Sparks** said one minute remaining.

Mr. Hall said I think I've said what I need to say.

Ms. Sparks said there are no other hands raised.

Mayor Garner said with no other one speaking in opposition, I'll close the public hearing. Would the petitioner like to come back forward and make any closing remarks or comments?

Mr. Meador said as Mr. Hall mentioned, the neighborhood did draw him to invest there. I've been a long-time investor in the neighborhood as well. We've built several single-family homes along the way and managed those as rental units. We've seen a lot of demand for housing in that neighborhood and that's what this is in response to, adding some density. That's what the master plan is seeking as well. So, we're trying to fulfill what the master plan designated with the general urban for this lot.

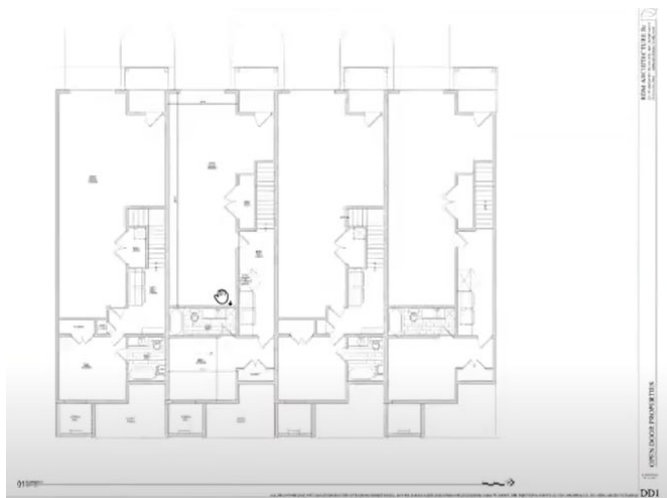
The other portion of that, one of the reasons that we're looking to do a quad is that it would allow us a little bit more building efficiency. I have plans to use some energy-efficient building techniques, specifically ground-source air track. That's going to be a lot more economically

feasible if we're doing all of them together at the same time. We've got some building efficiencies that we're seeking as well.

Mayor Garner asked, do any members of the Commission have any questions or comments they'd like to make?

Commissioner Ramirez said I know this land very well. I live down the street, further down on Springfield. Before, it was two triplexes. **Mr. Meador** said correct.

Commissioner Ramirez said and now it's one building with four different units of townhomes. **Mr. Meador** said correct.



Mr. Meador said the topography, when I looked at it originally, I felt it blended very well, the triplex, because it's a unique situation where Springfield is on the east side and Fisher is on the west side. It's not an alley. There are two full streets. I looked at doing two triplexes with front street loading garages, then a common area and a courtyard for the residents in between.

Digging into the General Urban Design Guidelines and getting feedback from the first neighborhood meeting where the six units were definitely not agreed to, we changed the design. Also, with that, we did have a modern design with the original one. That didn't fit the design guidelines also. So, we went with a traditional design, reduced it to a 4-unit which would allow the garages to load from the back off of Fisher.

Commissioner Ramirez said thank you for that. A lot of the times with developers, we're wanting them and trying to get them to fit within the guidelines of existing master plans that are there. So, I thank you for doing that, for wanting to fit into the guidelines. Most of my colleagues know, I'm a champion, all of us, for master plans and I'd like to keep them to what they are. The community built them together, along with staff and the Commission. I thank you for wanting to follow those guidelines and everything.

In my mind I have that—I sit with, chaired by Commissioner Davis—now, this isn't a Land Bank property, but it's a vacant land that's not producing much tax rolls, money to the tax rolls. This will, in the future. I think it's a good opportunity. Like I said, I know this piece of land very, very well. I'm having trouble finding a reason where I would oppose it because it's going to be another add to the neighborhood.

It is a very mixed neighborhood, especially Springfield. It's a beautiful neighborhood. I love it. I would like to see something there more that will bring in more families into the neighborhood because I know that's something Rosedale is very, they love about it, the single families and creating that sense of neighborhood and a sense of community. I think the townhomes can do that as well.

My last question. The reason from going to the two triplexes to the one townhome, the four individuals but one building, was it due to because of the guidelines? **Ms. Meador** said a combination of the guidelines, which didn't allow street-facing garages, and the neighborhood feedback of rejecting the six housing units there on that lot. So, we reduced it to four, in response to that, and then changed the arrangement of where the garages would go.

Commissioner Ramirez said to a comment that Mr. Hall made about the community not having input, was there any—I'm sure there had to have been, it's part of our process—neighborhood meetings pertaining to this project? **Mr. Meador** said we had the initial neighborhood meeting and then a follow-up neighborhood meeting to present the changes that we had made. There was still continued opposition just to the density. They only wanted the single-family designation there.

Commissioner Ramirez said okay. Thank you. That's all the questions I have.

Mayor Garner asked, are there any more questions or comments from our commissioners? Seeing none, I'll entertain a motion.

Public Opposition	Public Support
Concern was expressed to the applicant during the first of two (2) neighborhood meetings.	None to date.
Staff Recommendation Approval	

1. This City Planning Commission case is being heard in conjunction with BOZA2021-028, which is a variance to build one (1) fourplex building, totaling four (4) units between thirteen (13) and twenty (20) feet from the front property line on 0.29 acres at 4136 Springfield Street;
2. The rowhome (fourplex), attached single-family homes need to match the character of the neighborhood which is predominately single-family in nature. The existing residences along the Springfield Street have their front yards facing the west side of the street, whereas the rear of these single-family homes have access to Fisher Street by way of a rear yard driveway. The single-family homes on Fisher Street are on the west side of the street and abuts the rear lots of single-family residences along Lloyd Street;
3. Must comply with the Rosedale Urban Multi-Family Residential Design Guidelines;
4. Review the Urban Multi-Family Residential Design Guidelines, attached herein and incorporate these guidelines into the site plan and building elevations;
5. Provide a four (4) foot, pedestrian sidewalk to Springfield Street;
6. The driveway has been relocated to the rear, off Fisher Street and minimize the curb cuts by creating a semi-circle driveway for the four (4) units. Rear loaded garage and driveways matches the character of the single-family home neighborhood, specifically on the west side of Springfield Street;

CONTINUED:

7. Proposed site trees shall comply with the approved Parks Department Street Tree list;
8. The exterior building materials shall comply with the Rosedale Urban Multi-Family Residential Design Guidelines;
9. Sec. 27-460(f) A reasonable amount of landscaping is required on all projects with emphasis on softening the visual impact of parking areas and enhancing the overall appearance. Trees are required at not less than one (1) per 4,500 square feet of site area;
10. Three (3) trees are required to be planted in the front yard. Per Sec. 27-702 shade trees shall be at least two (2) inch caliper as measure twelve (12) inches above ground. Evergreen trees shall be between five (5) to six (6) feet in height. Trees shall not be planted within the utility easement or under water lines;

CONTINUED:

11. Sec. 27-700(b)(1) Buffer plantings, which shall include the equivalent of a minimum of one evergreen tree or one shade tree and three large shrubs for each 30 feet of adjacent project boundary, shall be provided for such development adjacent to single-family or two-family zoned property. Except in district R-M and C-O, such buffer plantings may be arranged on any portion of the property. Buffer plantings will be in addition to required trees. In district R-M and C-O, buffer plantings may be required to be concentrated along potentially unsightly areas or where sensitive areas exist on adjacent property. All multifamily residential projects shall include at least one shade tree per eight dwelling units and one shrub per dwelling unit in addition to the tree requirement, but not in addition to the buffer plantings if required;
12. If rented, a rental license from Rental Licensing Division shall be obtained;
13. 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 buildinginspection@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;

CONTINUED:

14. All future driveways must feature curb cuts that are constructed to UG standards;
15. A Right-of-Way Permit may be required. The applicant is required to contact the Public Works Department at (913) 573-5311 or by info@wycokck.org to confirm if they need a right-of-way permit, and if so, must take it upon themselves to initiate the permit process accordingly;
16. Per Sec. 27-317 Electrical power, telephone service, and cable television (if applicable) shall be provided by underground wiring for all new wiring provided;
17. All four (4) units shall be on separate utilities (water, electrical, sanitary sewer, etc.);
18. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable; and,

CONTINUED:

19. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and 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.

*See staff report for full summary of conditions



Action: Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve Change of Zone Application COZ2021-034, subject to the stipulations.

Mayor Garner said I have a motion and a second for approval. Roll call, please, Clerk.

Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 2 211746...CHANGE OF ZONE APPLICATION COZ2022-017 - KALLA MCLAUGHLIN WITH CITY BEAUTIFUL ENTERPRISE LLC

Synopsis: Change of Zone from RP-5 Planned Apartment District to A-G Agriculture District to construct a single-family residence with urban farming at 3015 and 3020 Baltimore Street,

and

SPECIAL USE PERMIT APPLICATION ITEM NO. 3 – 211747...SPECIAL USE PERMIT APPLICATION SP2022-045 – KALLA MCLAUGHLIN WITH CITY BEAUTIFUL ENTERPRISE LLC

Synopsis: Home Occupation Special Use Permit to sell produce and farm goods grow on the property at 3015 and 3020 Baltimore Street, submitted by Gunnar H. Hand, AICP, Director of Planning & Urban Design. The applicant, Kalla McLaughlin with City Beautiful, LLC, is requesting a Change of Zone, Preliminary Plat, and Special Use Permit for the subject property, currently two (2) separate parcels at 3015 and 3020 North Baltimore Street. The Change of Zone is from RP-5 Planned Apartment District to A-G Agriculture District. The Preliminary Plat will combine the two (2) existing parcels, and vacates a public right-of-way and utility easement to create one (1) single-family parcel totaling 3.79 acres. The Special Use Permit is for the sale of produce and farm products that have been respectively grown and processed on the subject

property. The Planning Commission voted 9 to 0 to recommend approval of Change of Zone Application COZ2022-017, subject to:

- 1) Compliance with all recommendations made by the Wyandotte County Conservation District, including those recommendations made through the site-specific conservation plan or other documents;
- 2) All relevant setback requirements must be met and properly demonstrated on the Final Plat;
- 3) Any additional violations created in the development process must receive a separate variance;
- 4) All relevant landscaping and screening requirements must be met within 18 months of approval;
- 5) The applicant must coordinate with the relevant UG departments and utility companies to address the existing power poles and streetlights, as well as the proposed on-site sanitary system;
- 6) If approved, the applicant must file and maintain a current business occupation tax application with this office;
- 7) 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 buildinginspection@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.
- 8) The subject property is within the boundaries of the Parkwood Historic District. A Certificate of Appropriateness is required prior to any demolition, alteration, construction, repair, change of occupancy, change in use, or change of zone of the subject property. Please contact the Department of Planning & Urban Design at (913) 573-5750 or email planninginfo@wycokck.org to begin that process;
- 9) All exterior lighting on the building must be hooded or controlled to direct light 90 degrees downward. No light may cast light or glare off the property or onto the public street;
- 10) All on-site driveways and parking areas must be constructed and paved in compliance with Section 27-675(b);
- 11) Site improvements that include land disturbance activity on greater than one (1) acre of surface area of land shall require a land disturbance permit issued by the Unified Government and shall be compliant with all applicable local ordinances and State Statutes and Regulations (Article XIV, Sections 8-610 through 8-618). Land disturbance fees shall be processed by UG Public Works during the Land Disturbance/Site Development application. The Land Disturbance permit and all applicable Public Works permits can be obtained from the Public Works Department, 701 North 7th Street, Kansas City, KS 66101, (913) 573-5700. With the issuance of the Land Disturbance Permit, a grading permit is required and issued by the Building Inspections Division, Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102, (913) 573-8620; and,
- 12) These City Planning Commission cases are being heard in conjunction with BOZA2022-025. Any approval by the City Planning Commission or Board of Commissioners of these cases, and the conditions of approval contained herein, are contingent, and shall only go into effect, upon the approval of BOZA2022-025 by the Unified Government Board of Zoning Appeals and upon any ordinance publications required by law.

The Planning Commission voted 9 to 0 to recommend approval of Special Use Permit Application SP2022-045, subject to:

- 1) All relevant setback requirements must be met and properly demonstrated on the Final Plat;
- 2) Any additional violations created in the development process must receive a separate variance;
- 3) All relevant landscaping and screening requirements must be met within 18 months of approval;
- 4) The applicant must coordinate with the relevant UG departments and utility companies to address the existing power poles and streetlights, as well as the proposed on-site sanitary system;
- 5) If approved, the applicant must file and maintain a current business occupation tax application with this office;
- 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 buildinginspection@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) The subject property is within the boundaries of the Parkwood Historic District. A Certificate of Appropriateness is required prior to any demolition, alteration, construction, repair, change of occupancy, change in use, or change of zone of the subject property. Please contact the Department of Planning & Urban Design at (913) 573-5750 or email planninginfo@wycokck.org to begin that process;
- 8) All exterior lighting on the building must be hooded or controlled to direct light 90 degrees downward. No light may cast light or glare off the property or onto the public street;
- 9) All on-site driveways and parking areas must be constructed and paved in compliance with Section 27-675(b);
- 10) Site improvements that include land disturbance activity on greater than one (1) acre of surface area of land shall require a land disturbance permit issued by the Unified Government and shall be compliant with all applicable local ordinances and State Statutes and Regulations (Article XIV, Sections 8-610 through 8-618). Land disturbance fees shall be processed by UG Public Works during the Land Disturbance/Site Development application. The Land Disturbance permit and all applicable Public Works permits can be obtained from the Public Works Department, 701 North 7th Street, Kansas City, KS 66101, (913) 573-5700. With the issuance of the Land Disturbance Permit, a grading permit is required and issued by the Building Inspections Division, Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102, (913) 573-8620;
- 11) 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;
- 12) Any business in Wyandotte County that is required to obtain any Special Use Permit 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 [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
- 13) These City Planning Commission cases are being heard in conjunction with BOZA2022-025. Any approval by the City Planning Commission or Board of Commissioners of these cases, and the conditions of approval contained herein, are contingent, and shall only go into effect, upon the approval of BOZA2022-025 by the Unified Government Board of Zoning Appeals and upon any ordinance publications required by law;
 - 14) Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
 - 15) 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 & 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,
 - 16) Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning & 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.

Action: Commissioner Ramirez made a motion, seconded by Commissioner McKiernan, to approve Change of Zone Application COZ2022-017 and Special Use Permit Application SP2022-045 for two years, subject to the stipulations. Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 3 – 211748...CHANGE OF ZONE APPLICATION COZ2022-018 - ANDREA WEISHAUBT WITH ATLAS SURVEYORS

Synopsis: Change of Zone from AG (WYCO) Agriculture District to A-G (City) Agriculture District to subdivide the lot at 3430 N. 115th Street, submitted by Gunnar H. Hand, AICP, Director

of Planning & Urban Design. The applicant, Judith Tramposh, has submitted a Change of Zone from A-G Agriculture District (WyCo) to A-G Agriculture District (City) for the purposes of creating a preliminary and final plat for two (2) lots that will expand the subject property at 3430 North 115th Street. The Planning Commission voted 9 to 0 to recommend approval of Change of Zone Application COZ2022-018, subject to:

1. The applicant shall ensure that gravel from their gravel driveway does not track onto North 115th Street. If any gravel tracks onto North 115th Street, the applicant shall clean the roadway;
2. 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 buildinginspection@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;
3. 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;
4. 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 & Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
5. The applicant must file and maintain a current business occupation tax application;
6. All existing and future driveways must feature curb cuts that are constructed to UG standards;
7. Proposed development within this plat will require civil drawings to be submitted, which may result in submitting a revised replat;
8. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
9. Site improvements that include land disturbance activity on greater than one (1) acre of surface area of land shall require a land disturbance permit issued by the Unified Government and shall be compliant with all applicable local ordinances and State Statutes and Regulations (Article XIV, Sections 8-610 through 8-618). Land disturbance fees shall be processed by UG Public Works during the Land Disturbance/Site Development application. The Land Disturbance permit and all applicable Public Works permits can be obtained from the Public Works Department, 701 North 7th Street, Kansas City, KS 66101, (913) 573-5700. With the issuance of the Land Disturbance Permit, a grading permit is required and issued by the Building Inspections Division, Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102, (913) 573-8620;
10. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed by right or by Special Use Permit under the new zoning district, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located; and,

11. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning & 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.

Action: Commissioner Ramirez made a motion, seconded by Commissioner McKiernan, to approve Change of Zone Application COZ2022-018, subject to the stipulations. Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 4 – 211749...CHANGE OF ZONE APPLICATION COZ2022-019 - ANDREA WEISHAUBT WITH ATLAS SURVEYORS

Synopsis: Change of Zone from AG (WYCO) Agriculture District to A-G (City) Agriculture District to subdivide the lot at 3548 N. 115th Street, submitted by Gunnar H. Hand, AICP, Director of Planning & Urban Design. The applicant, John Sass, has submitted a Change of Zone from A-G Agriculture District (WyCo) to A-G Agriculture District for the purposes of creating a Preliminary and Final Plat on the property at 3548 North 115th Street. The Planning Commission voted 9 to 0 to recommend approval of Change of Zone Application COZ2022-019, subject to:

1. 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 buildinginspection@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;
2. 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 & Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
3. All existing and future driveways must feature curb cuts that are constructed to UG standards;
4. Proposed development within this plat will require civil drawings to be submitted, which may result in submitting a revised replat;
5. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
6. Site improvements that include land disturbance activity on greater than one (1) acre of surface area of land shall require a land disturbance permit issued by the Unified Government and shall be compliant with all applicable local ordinances and State Statutes and Regulations (Article

XIV, Sections 8-610 through 8-618). Land disturbance fees shall be processed by UG Public Works during the Land Disturbance/Site Development application. The Land Disturbance permit and all applicable Public Works permits can be obtained from the Public Works Department, 701 North 7th Street, Kansas City, KS 66101, (913) 573-5700. With the issuance of the Land Disturbance Permit, a grading permit is required and issued by the Building Inspections Division, Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102, (913) 573-8620;

7. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed by right or by Special Use Permit under the new zoning district, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located; and,
8. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning & 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.

Action: Commissioner Ramirez made a motion, seconded by Commissioner McKiernan, to approve Change of Zone Application COZ2022-01, subject to the stipulations. Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

SPECIAL USE PERMIT APPLICATIONS

Item No. 1 – 211750...SPECIAL USE PERMIT APPLICATION SP2022-017 - ALMA BARAJAS

Synopsis: Renewal of a Home Occupation Special Use Permit (SP2016-85) for a beauty salon at 5044 Powell Avenue, submitted by Gunnar H. Hand, AICP, Director of Planning & Urban Design. The applicant, Alma Barajas, is seeking a renewal of a Special Use Permit for a Home Occupation (SP-2016-85) at 5044 Powell Avenue, to continue to operate a beauty salon. The Special Use permit was approved initially in 2009 (SP-2009-22) for two (2) years and was renewed in 2011 (SP-2011-19) and 2016 (SP-2016-85), both for five (5) years. Ms. Barajas’s takes care of her children and wishes to continue to operate the beauty salon at her home to continue to supervise her children during the day. The Planning Commission voted 9 to 0 to

recommend approval of Special Use Permit Application SP2022-017 for ten (10) years, subject to:

1. The applicant may not serve more than two (2) clients at a time;
2. The applicant shall not operate after 10:00 a.m. to 6:00 PM on any day;
3. 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 & Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
4. If approved, the Applicant may need additional licenses or permits for safe and proper operation. The approval of this application does not mitigate the need for additional licenses as this application is for Zoning approval only;
5. The applicant has filed and maintained a current business occupation tax application;
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 buildinginspection@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. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
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. Any business in Wyandotte County that is required to obtain any Special Use Permit 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 [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
10. 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 & 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,

11. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning & 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.

Action: Commissioner Ramirez made a motion, seconded by Commissioner McKiernan, to approve Special Use Permit Application SP2022-017 for ten years, subject to the stipulations. Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 2 – 211752...SPECIAL USE PERMIT APPLICATION SP2022-041 - HARIOT SINGH WITH ELITE MOTOR GROUP KC

Synopsis: Special Use Permit for auto sales at 2205 S. 88th Street, submitted by Gunnar H. Hand, AICP, Director of Planning & Urban Design. The applicant, Hariot Singh DBA Elite Motor Group KC, is requesting a Special Use Permit for the operation of an automotive sales facility as a co-tenant inside the subject property at 2205 S. 88th Street. The subject property has a total of 11,882 square feet and the Applicant is proposing to co-exist with an additional tenant at the property. The automotive portion of the business involves the purchase of like-new vehicles for resale on a virtual platform without the regular or frequent presence of customers. The other tenant in the building is for a proposed automotive body shop for vehicles of passenger size through heavy trucks. The application will need to be heard separately to an additional applicant who is applying for heavy truck repair at the same address, SP2022-047. The Planning Commission voted 9 to 0 to recommend approval of Special Use Permit Application SP2022-041, subject to:

1. Please provide an inventory of all structures and their status with LOMR-F;
2. The parking lot shall be restriped to demonstrate adequate parking for all tenants and combined uses. Deteriorating surfaces shall be repaired;
3. The Applicant shall construct a landscape buffer to screen the property and provide dust and environmental control for adjacent property owners towards the west near South 88th Street. Update the site plan to show landscaping in this area;
4. The condition of the underground storage tanks (UST) or DEF Tanks on the property has not been verified. Before these tanks can be utilized by the tenant, conditions of the tanks, their monitoring wells, and its last known service record and EPA Certifications shall be provided;
5. Any curbs or gutters near the parking lot entrance of the property shall be repaired and maintained in proper condition per UG Standards;

6. Should the predicted amount of traffic increase by more than twenty (20%) percent, a traffic impact study shall be required;
7. A building permit is required. Please contact the Building Inspection Department to begin that process at (913) 573-8620;
8. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning & Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process.
9. If approved, the Applicant may need additional licenses or permits for safe and proper operation. The approval of this application does not mitigate the need for additional licenses as this application is for Zoning approval only;
10. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
11. The Subject Property has been identified as being within a floodplain. The Applicant shall review the Floodplain Management Ordinance and obtain the necessary local, State, and Federal floodplain permits before the construction or alteration of any structure the floodplain prior to obtaining a building permit;
12. The Subject Property is within a 100-year Special Flood Hazard Area (SFHA). A SFHA is defined as the area that would be inundated by the flood event having a one percent (1%) chance of being equaled or exceeded in any given year. Before the alteration to or construction of any new structure on the subject property, the applicant shall submit the following required information for review:
 - a. A Survey shall be provided showing the property lines, setbacks, proposed and existing building elevations, 100-year floodplain and/or floodway shall be designated, the base flood elevation provided, FIRM panel number, and effective date shall be included. The Survey is required to be signed and sealed by and Kansas licensed surveyor or engineer;
13. The Subject Property, being within the SFHA, shall comply with the following requirements of the floodplain ordinance for all new construction, subdivision proposals, substantial-improvements, prefabricated structures, placement of manufactured homes, and other development:
 - a. Design or adequate anchorage to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
 - b. Construction with materials resistant to flood damage;
 - c. Utilization of methods and practices that minimize flood damages;
 - d. All electrical, heating, ventilation, plumbing, air-conditioning equipment, and other service facilities be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
14. New or replacement water supply systems and/or sanitary sewage systems be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, and on-site waste disposal systems be located so as to avoid impairment or contamination from them during flooding;
15. Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, located within special flood hazard areas are required to assure that:

- a. All such proposals are consistent with the need to minimize flood damage;
 - b. All public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage;
 - c. Adequate drainage is provided so as to reduce exposure to flood hazards; and,
 - d. All proposals for development, including proposals for manufactured home parks and subdivisions, of five (5) acres or fifty (50) lots, whichever is lesser, include within such proposals base flood elevation data.
16. The Subject Property, being within the SFHA, shall comply with the following requirements of the floodplain ordinance for the Storage of Materials and Equipment:
- a. The storage or processing of materials within the special flood hazard area that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal, or plant life is prohibited;
 - b. Storage of other material or equipment may be allowed if not subject to major damage by floods, if firmly anchored to prevent flotation, or if readily removable from the area within the time available after a flood warning;
 - c. The Subject Property, being within the SFHA, shall comply with the following requirements of the floodplain ordinance for Construction Elevation Inspections when the project is approved for construction:
 - i. Certificate of elevation shall be provided when the top of the first floor has been constructed;
 - ii. Final certificate of elevation shall be provided when the structure is completed and prior to the request for a final inspection (TCO/CO);
17. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
18. Any business in Wyandotte County that is required to obtain any Special Use Permit 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 [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
19. 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 permitholding waste tire collector or waste tire processor is required to be maintained at the management office and provided to any enforcement staff upon request;
20. Compliance with the Commercial Design Guidelines and Code of Ordinance for this use;

21. 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;
22. Compliance with the Commercial Design Guidelines to be reviewed at the DRC;
23. 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 & 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,
24. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning & 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.

Action: Commissioner Ramirez made a motion, seconded by Commissioner McKiernan, to approve Special Use Permit Application SP2022-041 for two years, subject to the stipulations. Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 3 – 211747...SPECIAL USE PERMIT APPLICATION SP2022-045 - KALLA MCLAUGHLIN WITH CITY BEAUTIFUL ENTERPRISE LLC

Synopsis: Home Occupation Special Use Permit to sell produce and farm goods grown on the property at 3015 and 3020 Baltimore Street, submitted by Gunnar H. Hand, AICP, Director of Planning & Urban Design.

Action: This item was previously heard with Change of Zone Application Item No. 2, COZ2022-017.

Item No. 4 – 211754...SPECIAL USE PERMIT APPLICATION SP2022-047 - MANJIT KAUR WITH CITY TRUCK & TIRE REPAIR

Synopsis: Special Use Permit for auto repair at 2205 S. 88th Street, submitted by Gunnar H. Hand, AICP, Director of Planning & Urban Design. The applicant, Manjit Kaur DBA City Truck & Tire Repair, is requesting a Special Use Permit for the operation of an automotive sales facility as a tenant inside the subject property at 2205 S. 88th Street. The subject property has a total of 11,882 square feet and the Applicant is proposing to co-exist with an additional tenant at the property. The other tenant in the building is for a proposed automotive body shop for vehicles of passenger size through heavy trucks. The applicant currently operates at 6666 Inland Drive. This application will need to be heard separately to an additional applicant who is applying for heavy truck repair at the same address, SP2022-041. The Planning Commission voted 9 to 0 to recommend approval of Special Use Permit Application SP2022-047, subject to:

1. Please provide an inventory of all structures and their status with LOMRF;
2. The parking lot shall be restriped to demonstrate adequate parking for all tenants and combined uses. Deteriorating surfaces shall be repaired;
3. The Applicant shall construct a landscape buffer to screen the property and provide dust and environmental control for adjacent property owners towards the west near South 88th Street. Update the site plan to show landscaping in this area;
4. The condition of the underground storage tanks (UST) or DEF Tanks on the property has not been verified. Before these tanks can be utilized by the tenant, conditions of the tanks, their monitoring wells, and its last known service record and EPA Certifications shall be provided;
5. Any curbs or gutters near the parking lot entrance of the property shall be repaired and maintained in proper condition per UG Standards;
6. Should the predicted amount of traffic increase by more than twenty (20%) percent, a traffic impact study shall be required;
7. A building permit is required. Please contact the Building Inspection Department to begin that process at (913) 573-8620;
8. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning & Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
9. If approved, the Applicant may need additional licenses or permits for safe and proper operation. The approval of this application does not mitigate the need for additional licenses as this application is for Zoning approval only;
10. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
11. The Subject Property has been identified as being within a floodplain. The Applicant shall review the Floodplain Management Ordinance and obtain the necessary local, State, and Federal floodplain permits before the construction or alteration of any structure the floodplain prior to obtaining a building permit;

12. The Subject Property is within a 100-year Special Flood Hazard Area (SFHA). A SFHA is defined as the area that would be inundated by the flood event having a 1 percent chance of being equaled or exceeded in any given year. Before the alteration to or construction of any new structure on the subject property, the applicant shall submit the following required information for review:
 - a. A Survey shall be provided showing the property lines, setbacks, proposed and existing building elevations, 100-year floodplain and/or floodway shall be designated, the base flood elevation provided, FIRM panel number, and effective date shall be included. The Survey is required to be signed and sealed by and Kansas licensed surveyor or engineer;
13. The Subject Property, being within the SFHA, shall comply with the following requirements of the floodplain ordinance for all new construction, subdivision proposals, substantial-improvements, prefabricated structures, placement of manufactured homes, and other development:
 - a. Design or adequate anchorage to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
 - b. Construction with materials resistant to flood damage;
 - c. Utilization of methods and practices that minimize flood damages;
 - d. All electrical, heating, ventilation, plumbing, air-conditioning equipment, and other service facilities be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
14. New or replacement water supply systems and/or sanitary sewage systems be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, and on-site waste disposal systems be located so as to avoid impairment or contamination from them during flooding;
15. Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, located within special flood hazard areas are required to assure that
 - a. All such proposals are consistent with the need to minimize flood damage;
 - b. All public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage;
 - c. Adequate drainage is provided so as to reduce exposure to flood hazards; and,
 - d. All proposals for development, including proposals for manufactured home parks and subdivisions, of five (5) acres or fifty (50) lots, whichever is lesser, include within such proposals base flood elevation data.
16. The Subject Property, being within the SFHA, shall comply with the following requirements of the floodplain ordinance for the Storage of Materials and Equipment:
 - a. The storage or processing of materials within the special flood hazard area that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal, or plant life is prohibited;
 - b. Storage of other material or equipment may be allowed if not subject to major damage by floods, if firmly anchored to prevent flotation, or if readily removable from the area within the time available after a flood warning;
 - c. The Subject Property, being within the SFHA, shall comply with the following requirements of the floodplain ordinance for Construction Elevation Inspections when the project is approved for construction:

- i. Certificate of elevation shall be provided when the top of the first floor has been constructed.
 - ii. Final certificate of elevation shall be provided when the structure is completed and prior to the request for a final inspection (TCO/CO).
- 17. 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;
- 18. Any business in Wyandotte County that is required to obtain any Special Use Permit 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 [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
- 19. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
- 20. 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 permitholding waste tire collector or waste tire processor is required to be maintained at the management office and provided to any enforcement staff upon request;
- 21. Compliance with the Commercial Design Guidelines and Code of Ordinance for this use;
- 22. 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 & 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,
- 23. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning & 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.

Action: Commissioner Ramirez made a motion, seconded by Commissioner McKiernan, to approve Special Use Permit Application SP2022-047f for two years, subject to the stipulations. Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 5 – 211755...SPECIAL USE PERMIT APPLICATION SP2022-048 - COPART OF KANSAS, INC.

Synopsis: Renewal of a Special Use Permit (SP2020-21) to continue to store boats, trailers, vehicles, construction equipment, and farm equipment for retail sales at 8440 Gibbs Road, submitted by Gunnar H. Hand, AICP, Director of Planning & Urban Design. The applicant, Jay Healy with George Butler Associates Inc, is seeking the renewal of a Special Use Permit SP2020-029 which expires on July 30, 2022, to store damaged and undamaged boats, operable and inoperable trailers, vehicles, construction equipment, and farm equipment for retail sales at 8440 and 8600 Gibbs Road. The property will also be used for wholesales online retail auctions and will feature an accessory office to handle shipping and receiving as well as customer parking. The Planning Commission voted 9 to 0 to recommend approval of Special Use Permit Application SP2022-048, subject to:

1. Enhanced landscaping along the north property line approved by Staff in lieu of the masonry columns;
2. 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 buildinginspection@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;
3. Any business in Wyandotte County that is required to obtain any Special Use Permit 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 [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
4. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions

(CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;

5. 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;
6. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
7. The Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning & 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,
8. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning & 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.

Action: Commissioner Ramirez made a motion, seconded by Commissioner McKiernan, to approve of Special Use Permit Application SP2022-04 for two years, subject to the stipulations. Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 6 – 211756...SPECIAL USE PERMIT APPLICATION SP2022-052 - LINDA SIEMENS WITH CULTIVATE KANSAS CITY

Synopsis: Special Use Permit to continue to keep storage containers and a moveable high-tunnel for a training farm and community garden at 1900 N. 1st Street (SP2019-2 expired 1/31/2021), submitted by Gunnar H. Hand, AICP, Director of Planning & Urban Design. The Applicant, Linda Siemens with Cultivate KC and New Roots for Refugees, is requesting a Special Use Permit for the operation of an urban farm at 2089 North 1st Street on the Juniper Gardens Apartment Complex. The subject property is a large housing development in which half the buildings have been demolished, leaving the land vacant. This property is currently owned by the Kansas Housing Authority but is being divested by the Authority. Approximately 900 housing Units were originally built with approximately 385 remaining, but only 95 of the 385 units have residents. Cultivate KC operates the New Roots for Refugees Training Farm at this location, which trains immigrant refugees from various countries. The program has a maximum of 12 participants who learn how to begin their own businesses selling produce and agricultural products over the course of four (4) years. The program does sell farm products on site during quarterly sales of starter plants and produce and utilizes various utility storage containers to store equipment and as coolers to store harvested produce before sales. Produce is sold at numerous farmer's markets throughout the metro and through a CSA subscription box or on-site. The applicant has maintained the program on the property since 2012. The Special Use Permits have been maintained except for last year's permit, as they had had no guidance on if their lease would be renewed at the time of the current Special Use Permit's Expiration. The Planning Commission voted 9 to 0 to recommend approval of Special Use Permit Application SP2022-052, for two (2) years, subject to:

- 1) The granting of this Special Use Permit does not transfer with a change of ownership of the property;
- 2) The applicant must keep a current annual Business License/Occupation Tax Receipt;
- 3) Should additional shipping containers be needed beyond seven (7), a modification to the Special Use Permit is required;
- 4) 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 buildinginspection@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;

- 5) Any business or land use in Kansas City, KS that is required to provide offstreet 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;
- 6) 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 & Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin that process;
- 7) Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
- 8) Any business in Kansas City, Kansas that is required to obtain any Special Use Permit 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 [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
- 9) Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
- 10) 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;
- 11) The Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning & 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,
- 12) Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning & 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.

Action: Commissioner Ramirez made a motion, seconded by Commissioner McKiernan, to approve Special Use Permit Application SP2022-052 for two years, subject to the stipulations. Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 7 – 211758...SPECIAL USE PERMIT APPLICATION SP2022-053 - BRIEN DARBY WITH CULTIVATE KANSAS CITY, INC.

Synopsis: Special Use Permit to keep storage containers and a greenhouse at 1810 N. 1st Street, submitted by Gunnar H. Hand, AICP, Director of Planning & Urban Design. The Applicant, Linda Siemens with Cultivate KC and New Roots for Refugees, is requesting a Special Use Permit for the operation of an urban farm at 1810 North 1st Street as a continuation of the programming on the Juniper Gardens Apartment Complex. The subject property is known as Stowe Park and is adjacent to a large housing development in which half the buildings have been demolished, leaving the land vacant. The adjacent property is currently owned by the Kansas Housing Authority but is being divested by the Authority. Approximately 900 housing Units were originally built with approximately 385 remaining, but only 95 of the 385 units have residents. Cultivate KC operates the New Roots for Refugees Training Farm at this location, which trains immigrant refugees from various countries. The program has a maximum of 12 participants who learn how to begin their own businesses selling produce and agricultural products over the course of four (4) years. The program does not sell farm products on this site but utilizes the larger adjacent site at Juniper Gardens for sales. The Stowe Park site does incorporate plants and produce and utilizes various utility storage containers to store equipment and as coolers to store harvested produce before sales. Produce is sold at numerous farmer’s markets throughout the metro and through a CSA subscription box or on-site. The applicant has maintained the program on the

property at Juniper Gardens since 2012 and is looking to expand with the purchase of Stowe Park. The Applicant is proposing two additional storage containers, a greenhouse, and a garden shed. These structures are temporary until further determination of the course of action is decided at the adjacent Juniper Gardens site. The Planning Commission voted 8 to 0 to recommend approval of Special Use Permit Application SP2022-053, for two (2) years, subject to:

- 1) The applicant must keep a current annual Business License/Occupation Tax Receipt;
- 2) The granting of this Special Use Permit does not transfer with a change of ownership of the property;
- 3) Should additional shipping containers be needed beyond two (2), a modification to the Special Use Permit is required;
- 4) 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 buildinginspection@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.
- 5) Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
- 6) Any business or land use in Kansas City, KS that is required to provide offstreet 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.
- 7) Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the unified government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning & Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin that process;
- 8) Any business in Kansas City, Kansas that is required to obtain any Special Use Permit 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 [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;

- 9) Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
- 10) 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;
- 11) The Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning & 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,
- 12) Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning & 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.

Action: Commissioner Ramirez made a motion, seconded by Commissioner McKiernan, to approve Special Use Permit Application SP2022-053 for two years, subject to the stipulations. Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 8 – 211759...SPECIAL USE PERMIT APPLICATION SP2022-055 - MARC WINKLER WITH PURPLE HOLDINGS, LLC

Synopsis: Special Use Permit to operate a short-term rental at 620 Tenny Avenue, submitted by Gunnar H. Hand, AICP, Director of Planning & Urban Design. : The applicant, Marc Winkler, is seeking approval to operate a short-term rental at 630 Tenny Avenue. The subject property is in the Strawberry Hill neighborhood. The applicant purchased the property within the last year and has completed some renovations as it was a distressed property. The Planning Commission voted

9 to 0 to recommend approval of Special Use Permit Application SP2022-055, for one (1) year, subject to:

1. The following building repairs must be made prior to any guest or tenant occupation:
 - a. Repair the mortar around the front wall near stairs.
 - b. Repair holes in the siding at ground level where pests could enter.
 - c. Repair mortar on garage.
 - d. Repair holes in soffit/fascia where there are signs of rodent/pest infestation.
 - e. Repair windows. All windows must be operable with ease.
 - f. Evidence of working GFCI outlet receptacles shall be given in the kitchen, bathrooms, or any weather exposed areas.
 - g. Smoke and Carbon Monoxide detectors must be present and in verifiable working condition.
 - h. The sump pump must be in working condition, complete with a cover.
 - i. Railing must be replaced on the front porch and up the front stairs.
2. Maximum number of guests shall be four (4);
3. All parking must be off-street, maximum number of vehicles is one (1);
4. The applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;
5. 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;
6. Applicant is to maintain liability insurance;
7. The property must remain in proper main entrance and free of hazards, pests, or infestations;
8. The granting of this Special Use Permit does not transfer with a change of ownership of the property;
9. 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 and must include the contact information for Host Compliance: 913-246-5133 (phone number), and www.hostcompliance.com/tips (website);
10. Any business in Wyandotte County that is required to obtain any Special Use Permit 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 [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
11. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;

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 as both the property owner and the business owner that they 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. 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 & 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,
14. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning & 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.

Action: Commissioner Ramirez made a motion, seconded by Commissioner McKiernan, to approve Special Use Permit Application SP2022-055 for one year, subject to the stipulations. Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 9 – 211761...SPECIAL USE PERMIT APPLICATION SP2022-056 - TOBIAS SANDOVAL

Synopsis: Special Use Permit to store construction equipment at 3914 N. 59th Street, submitted by Gunnar H. Hand, AICP, Director of Planning & Urban Design. The applicant, Tobias Sandoval-Suarez, wants to have employees park their personal vehicles at his house, then carpool to the job site, keep work trucks, equipment and material associated with the business on the property on 4.81 acres located at 3914 North 59th Street. The Planning Commission voted 9 to 0 to recommend approval of Special Use Permit Application SP2022-056, for two (2) years, subject to:

1. Temporary Use of Land for Commercial or Industrial Purposes shall not be approved for more than two (2) years, which means this Special Use Permit cannot be renewed for consecutive renewals. A zoning district, C-3/CP-3 Commercial District or higher must be sought elsewhere to park equipment, materials and facilitate parking employee parking;

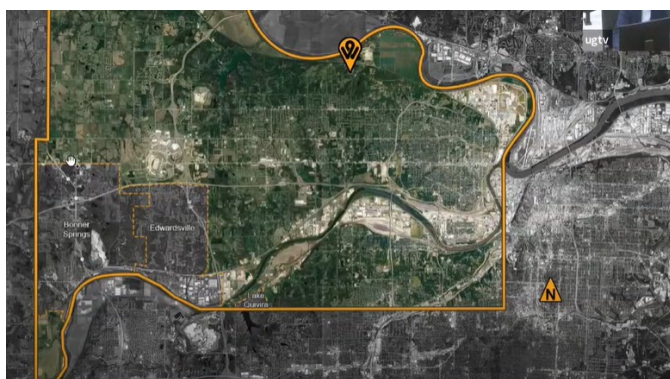
2. Upon expiration of this Special Use Permit, the equipment storage area and work vehicle parking shall be restored to grass;
3. For the duration of the Special Use Permit, no more than three (3) employees may park on the driveway on the property;
4. The hours of operation shall be 7:30 AM to 5:00 PM, Monday through Friday.
5. The equipment to be stored may only be a caterpillar loader (skid steer) and a fence stretcher;
6. Fencing along North 59th Street shall be at least forty (40%) open and may not exceed four (4) feet in height (in front of the residence). Any fencing behind the front plane of house, including side and rear yards may be up to six (6) feet in height;
7. Barbed wire is prohibited unless it is to enclose open farm land or where farm animals are otherwise permitted;
8. Access to North 60th Street for this Special Use Permit shall be restricted. All ingress and egress shall occur on North 59th Street;
9. All existing and future driveways must feature curb cuts that are constructed to UG standards. The driveway apron on North 59th Street must be paved concrete in the right-of-way;
10. A Right-of-Way Permit is required for the driveway extension. The applicant is required to contact the Public Works Department at (913) 573-5311 or by info@wycokck.org to confirm if they need a right-of-way permit, and if so, must take it upon themselves to initiate the permit process accordingly;
11. No site grading or movement of earthen material may occur on the property without a separate Special Use Permit per Sec. 27-593(b)(15).
12. If approved, the applicant must file and maintain a current business occupation tax application with this Business Licensing Division at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102 or (913) 573-8780;
13. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27- 470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35- 492]. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
14. 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;
15. The Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. Because this is a Temporary Use of Land, this Special Use Permit may not be renewed per Sec. 27-593(a)(27). The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning & 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,

16. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning & 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.

Mayor Garner said I'll ask staff to make some opening remarks.

Case	
SP2022-056	
Petitioner	Address
Tobias Sandoval Suarez	3914 North 59 th Street Kansas City, Kansas 66104
Synopsis	
To have employees park their personal vehicles at his house, then carpool to the job site, keep work trucks, equipment and material associated with the business on the property on 4.81 acres.	

Gunner Hand, Director of Planning & Urban Design, said Mr. Sandoval is looking for a short-term use of land special use permit. According to the zoning code, short-term uses of land can only be approved for up to two years max. Mr. Sandoval is looking to do some outside storage of equipment and materials for his newly created business. This special use permit was brought to us as a result of a code enforcement case. Mr. Sandoval has already gone through the process to provide screening from his front yard for the materials from view.



This is in the City-Wide Master Plan area in the sort of northern midtown area, close to the—as you approach the Missouri River.

We have received some letters of support. Mr. Sandoval also had a gentleman from the neighborhood in support at the Planning Commission. We've also received some opposition. Again, I noted the code enforcement case.

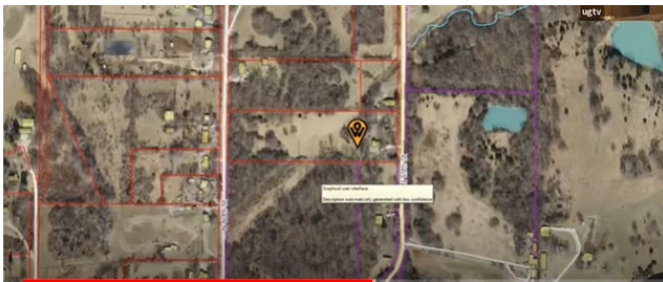
The conditions of approval assigned to this special use permit include hours of operation from 7:30 – 5:00, a maximum amount of time; a maximum limit of three employee cars parking there at one time. Mr. Sandoval owns a fence/post business so he's got a fence stretcher and a caterpillar. Those are the only two pieces of equipment that are allowed to be stored on the site. We've also asked Mr. Sandoval to redo his driveway to meet UG standards. It's currently a gravel driveway with apron. We're asking for him to build a concrete apron, accordingly, for the two years that he's going in and out of the property.

Again, Mr. Sandoval is well aware that this is provided to him in order to spend the next two years to find a permanent solution as opposed to having this operation on this site at his house. Staff agrees with the recommendation of the Planning Commission for approval for two years max.

Mayor Garner said I'll ask the applicant or representative to present their application, if they're present.

Mayor Garner said I'll now open the public hearing and ask the Clerk if she received any notification from the public who wished to express their comments in favor of this item.

Mr. Hand said, Mr. Mayor, Mr. Sandoval is online.



Tobias Sandoval, Applicant, said (inaudible) for two years for a special permit to run my business up at my house.



That's all I need to—that's all I want. I only have my stretcher and my loader to load up my materials or store my materials over here. I don't bother any of my neighbors because my neighbors there are quite far away. I mean, that's all I need.

Mayor Garner asked, does that conclude your comments? **Mr. Sandoval** said yes.





Mayor Garner said I'll now open the public hearing and ask the Clerk if she received any notification from the public who wish to express their comments in favor of this item. **Ms. Sparks** said no comments were received.

Mayor Garner asked, is there any person present in the audience who would like to speak in favor of this item? If so, please come to the podium and state your name and address for the record. You will be given up to three minutes to state your comments. Seeing none.

Is there anyone joining us virtually who would like to speak in favor of this item? If so, please raise your hand to be acknowledged by the Clerk. Once acknowledged, you may state your name and address for the record. You'll be given up to three minutes to state your comments. **Ms. Sparks** said no hands are raised.

Mayor Garner said I'll ask the Clerk if she received any notification from the public who wish to express their opposition of this item. **Ms. Sparks** said no comments were received.

Mayor Garner asked, is there anyone present who would like to speak in opposition of this item? If so, please come to the podium and state your name and address for the record. You'll be given up to three minutes to state your comments. Seeing none.

Is there anyone joining us virtually who would like to speak in opposition of this item? If so, please raise your hand to be acknowledged by our Clerk. Once acknowledged, please state your name and address for the record. You'll be given up to three minutes to state your comments. **Ms. Sparks** said no hands are raised.

Mayor Garner said I will close the public hearing.

Mayor Garner asked, would the petitioner like to make any closing comments? **Mr. Sandoval** said no, thanks.

Mayor Garner asked, do any members of the Commission have any questions or comments?

Commissioner Davis said I just want to hold this item back and send it back to the Planning Commission. There's some concerns with the neighbors and I've been able to speak with them...some of those concerns. I've not had an opportunity to speak with Mr. Sandoval. So, I'd like to have more conversation and address some of those concerns and also work with staff and then have this come back before us and, hopefully, we'll be ready to go.

Action: **Commissioner Davis made a motion, seconded by Commissioner Johnson, to refer Special Use Permit Application SP2022-056 back to Planning & Urban Design.**

Mr. Hand said point of clarification. Can we pick a date of the Planning Commission? Would that be the August Planning Commission, or excuse me, the July Planning Commission? **Commissioner Davis** said yes. **Mr. Hand** said okay.

Mayor Garner asked, do any other commissioners have any questions or comments in regard to this item? Okay. We have a motion and we have a second. Clerk, roll call, please.

Public Opposition	Public Support
Staff has received a phone call from a neighbor who opposes the proposed use.	None to date.
	0.
Staff Recommendation	
Approval	



Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

June 30, 2022

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

Item No. 1 – 211770...AN ORDINANCE rezoning property at 2724 N. 13th Street, (COZ2022-006) from C-1 Limited Business District to CP-2 Planned General Business District, submitted by Gunnar H. Hand, AICP, Director of Planning & Urban Design.

Action: **Ordinance No. O-78-22**, “An ordinance rezoning property hereinafter described located at approximately 2724 North 13th Street, in Kansas City, Kansas, by changing the same from its present zoning of C-1 Limited Business District to CP-2 Planned General Business District.” **Commissioner Ramirez made a motion, seconded by Commissioner McKiernan, to approve the ordinance.** Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 2 – 211771...AN ORDINANCE authorizing a Special Use Permit (SP2022-018) to operate a sports bar with event space/live entertainment at 2724 N. 13th Street, submitted by Gunnar H. Hand, AICP, Director of Planning & Urban Design.

Action: **ORDINANCE NO. O-79-22**, “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, to operate a sports bar with event space/live entertainment at 2724 N. 13th Street.” **Commissioner Ramirez made a motion, seconded by Commissioner McKiernan, to approve the ordinance.** Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 3 – 211772...AN ORDINANCE rezoning property at 10 S. Hallock, 525 Central Avenue and 529 Central Avenue, (COZ2021-051) from R-1(B) Single Family and CP-O Planned

Nonretail Business Districts to RP-6 Planned High Rise Apartment District, submitted by Gunnar H. Hand, AICP, Director of Planning & Urban Design.

Action: **Ordinance No. O-80-22**, “An ordinance rezoning property hereinafter described located at approximately 10 South Hallock, 525 Central Avenue and 529 Central Avenue, in Kansas City, Kansas, by changing the same from its present zoning of R-1(B) Single Family and CP-O Planned Nonretail Business Districts to RP-6 Planned High Rise Apartment District..” **Commissioner Ramirez made a motion, seconded by Commissioner McKiernan, to approve the ordinance.** Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 4 – 211773...AN ORDINANCE vacating an alley at 731 Tenny Avenue (VAC2021-011), submitted by Gunnar H. Hand, AICP, Director of Planning & Urban Design.

Action: **Ordinance No. O-81-22**, “An ordinance vacating Lot 13, Husted & Berrys Addition, a subdivision of land in Kansas City, Wyandotte County, Kansas 66101, Parcel 120019, commonly known as 731 Tenny, located at approximately 731 Tenny Avenue, Kansas City, Kansas.” **Commissioner Ramirez made a motion, seconded by Commissioner McKiernan, to approve the ordinance.** Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 5 – 211774...AN ORDINANCE vacating right-of-way at 3801 Lloyd Street (VAC2021-012), submitted by Gunnar H. Hand, AICP, Director of Planning & Urban Design.

Action: **Ordinance No. O-82-22**, “An ordinance vacating the right-of-way described as Kansas City Avenue in Rosedale Park Plat, adjacent to Lot 1, Block 3, Rosedale Park, a subdivision of land in Kansas City, Wyandotte County, Kansas, located at approximately 3801 Lloyd Street, Kansas City, Kansas.” **Commissioner Ramirez made a motion, seconded by Commissioner McKiernan, to approve**

the ordinance. Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 6 – 211775...AN ORDINANCE vacating right-of-way at 10 S. Hallock and 525 Central Avenue, submitted by Gunnar H. Hand, AICP, Director of Planning & Urban Design.

Action: **Ordinance No. O-83-22,** “An ordinance vacating a tract of land being part of Block 21 and Block 23, River View a subdivision of land in the city of Kansas City, Wyandotte County, Kansas, located at approximately 10 South Hallock and 525 Central Avenue, Kansas City, Kansas.” **Commissioner Ramirez made a motion, seconded by Commissioner McKiernan, to approve the ordinance.** Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 7 – 211776...AN ORDINANCE authorizing a Special Use Permit (SP2022-003) for a car dealership with automotive repair, auto detailing, and auto stereo installation, at 1830 Quindaro Boulevard, submitted by Gunnar H. Hand, AICP, Director of Planning & Urban Design.

Action: **Ordinance No. O-84-22,** “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, for a car dealership with automotive repair, auto detailing, and auto stereo installation, at 1830 Quindaro Boulevard.” **Commissioner Ramirez made a motion, seconded by Commissioner McKiernan, to approve the ordinance.** Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 8 – 211777...AN ORDINANCE authorizing a Special Use Permit (SP2022-007) for a health clinic, serving uninsured and under-insured persons at 2002 S. 51st Street, submitted by Gunnar H. Hand, AICP, Director of Planning & Urban Design.

Action: **Ordinance No. O-85-22**, “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, for a health clinic, serving uninsured and under-insured persons at 2002 S. 51st Street.” **Commissioner Ramirez made a motion, seconded by Commissioner McKiernan, to approve the ordinance.** Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 9 – 211778...AN ORDINANCE authorizing a Special Use Permit (SP2022-019) for the continuation of a Short-Term Rental at 4313 Rainbow Boulevard, submitted by Gunnar H. Hand, AICP, Director of Planning & Urban Design.

Action: **Ordinance No. O-86-22**, “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, for continuation of a Short-Term Rental at 4313 Rainbow Boulevard.” **Commissioner Ramirez made a motion, seconded by Commissioner McKiernan, to approve the ordinance.** Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 10 – 211781...AN ORDINANCE authorizing a Special Use Permit (SP2022-034) for continuation of a modular classroom at Piper Middle School at 4420 N. 107th Street, submitted by Gunnar H. Hand, AICP, Director of Planning & Urban Design.

Action: **Ordinance No. O-87-22**, “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, for continuation of a modular classroom for Piper Middle School at 4420 N. 107th Street.” **Commissioner Ramirez made a motion, seconded by Commissioner McKiernan, to approve the ordinance.** Roll call was taken and there were nine

“Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 11 – 211782...AN ORDINANCE authorizing a Home Occupation Special Use Permit (SP2022-021) to operate a toy and gift merchandise sales shop at 2618 S. 48th Terrace, submitted by Gunnar H. Hand, AICP, Director of Planning & Urban Design.

Action: **Ordinance No. O-88-22**, “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, to operate a toy and gift merchandise sales shop at 2618 S. 48th Terrace.” **Commissioner Ramirez made a motion, seconded by Commissioner McKiernan, to approve the ordinance.** Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 12 – 211783...AN ORDINANCE designating property commonly known as the Antioch Baptist Church, at 1335 Quindaro Boulevard, as a Kansas City, Kansas Historic Landmark, submitted by Gunnar H. Hand, AICP, Director of Planning & Urban Design.

Action: **Ordinance No. O-89-22**, “An ordinance designating property hereinafter described, commonly known as the Antioch Baptist Church, located at 1335 Quindaro Boulevard, in Kansas City, Kansas, as a Kansas City, Kansas Historic Landmark.” **Commissioner Ramirez made a motion, seconded by Commissioner McKiernan, to approve the ordinance.** Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 13 – 211784...AN ORDINANCE designating property commonly known as the Westheight Manor Historic District, in Kansas City, Kansas, listed on the National Register of Historic Places and Register of Historic Kansas Places, as a Kansas City, Kansas Historic District, bounded on the north by Wood Avenue and Everett Avenue; on the east by N. 18th Street; on the

south by State Avenue; and on the west by N. 22nd Street and N. 25th Street, submitted by Gunnar H. Hand, AICP, Director of Planning & Urban Design.

Action: **Ordinance No. O-90-22**, “An ordinance designating property hereinafter described, commonly known as the Westheight Manor Historic District, in Kansas City, Kansas, listed on the National Register of Historic Places and Register of Historic Kansas Places, as a Kansas City, Kansas Historic District.”
Commissioner Ramirez made a motion, seconded by Commissioner McKiernan, to approve the ordinance. Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

PLANNING AND ZONING NON-CONSENT AGENDA

No items.

Mayor Garner said that concludes the Planning & Zoning portion of tonight’s meeting. We will now move to the regular portion of our Commission meeting agenda.

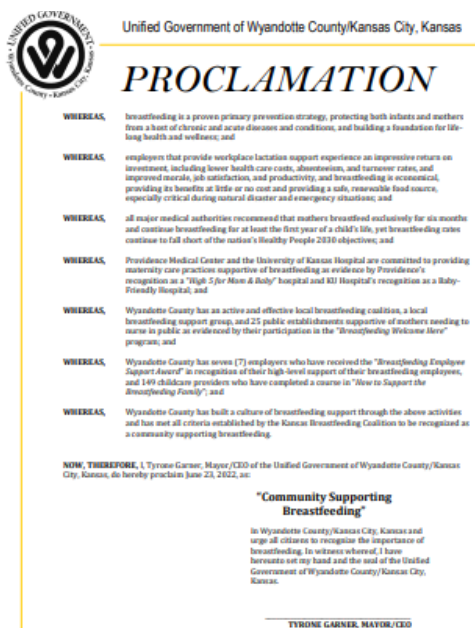
REGULAR AGENDA

MAYOR'S AGENDA

Item No. 1 – 211760...PROCLAMATION: COMMUNITY SUPPORTING BREASTFEEDING

Synopsis: Proclamation proclaiming May 2022 as Community Supporting Breastfeeding Month, submitted by Mayor Garner.

Mayor Garner said I’ll ask the Clerk to please read that proclamation. **Monica Sparks, Acting UG Clerk**, read the proclamation as follows:

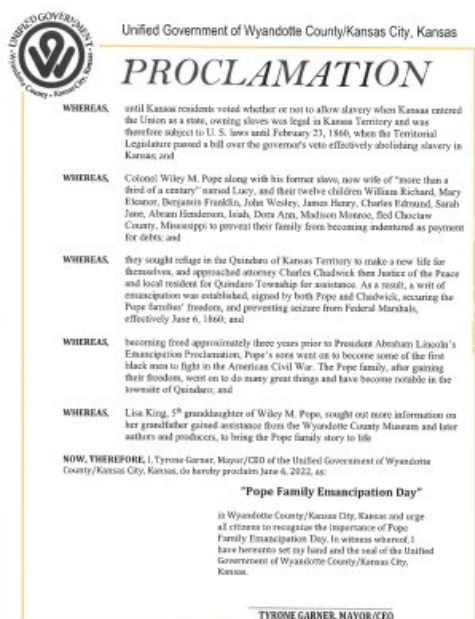


Action: The proclamation was read.

Item No. 2 – 211751...PROCLAMATION: POPE FAMILY EMANCIPATION DAY

Synopsis: Proclamation proclaiming June 6, 2022, as Pope Family Emancipation Day, submitted by Mayor Garner.

Mayor Garner said, Clerk, could you please read that. **Monica Sparks, Acting UG Clerk,** read the proclamation as follows:



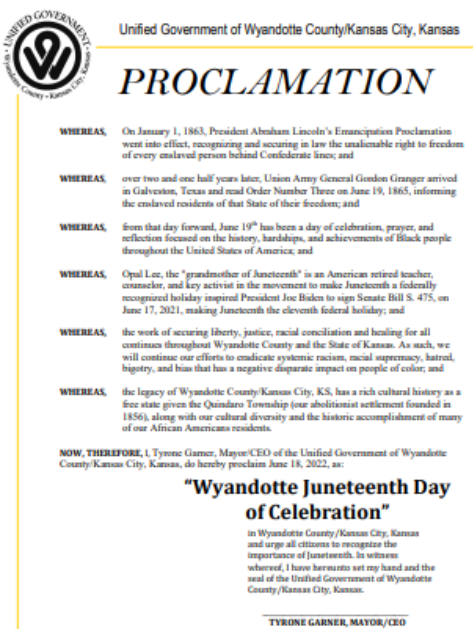
June 30, 2022

Action: The proclamation was read.

Item No. 3 – 211753...PROCLAMATION: WYANDOTTE JUNETEENTH DAY OF CELEBRATION

Synopsis: Proclamation proclaiming June 18, 2022, as Wyandotte Juneteenth Day of Celebration, submitted by Mayor Garner.

Mayor Garner said, Clerk, could you read that, please. **Monica Sparks, Acting UG Clerk**, read the proclamation as follows:

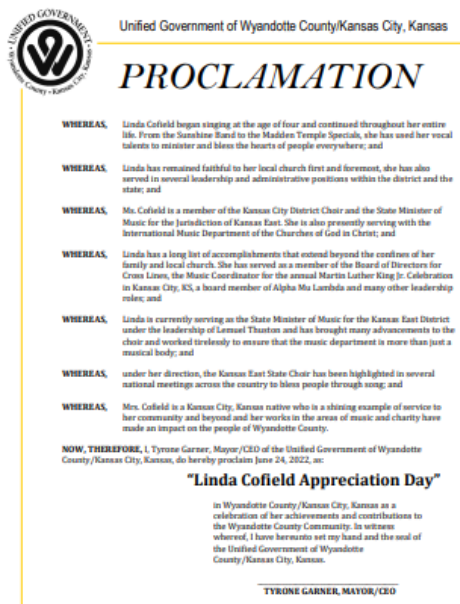


Action: The proclamation was read.

Item No. 4 – 211779...PROCLAMATION: LINDA COFIELD APPRECIATION DAY

Synopsis: Proclamation proclaiming June 24, 2022, as Linda Cofield Appreciation Day, submitted by Mayor Garner.

Mayor Garner said would you read that, Clerk. **Monica Sparks, Acting UG Clerk**, read the proclamation as follows:

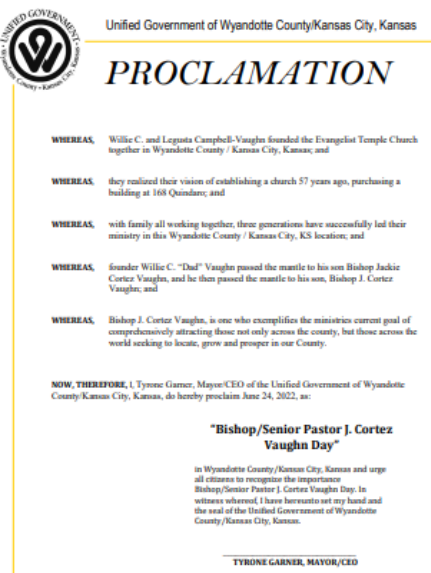


Action: The proclamation was read.

Item No. 5 – 211757...PROCLAMATION: BISHOP AND SENIOR PASTOR J. CORTEZ VAUGHN DAY

Synopsis: Proclamation proclaiming June 24, 2022, as Bishop and Senior Pastor J. Cortez Vaughn Day, submitted by Mayor Garner.

Mayor Garner said, could you read that, Clerk, please. **Monica Sparks, Acting UG Clerk,** read the proclamation as follows:



June 30, 2022

Action: The proclamation was read.

Item No. 6 – 211762...PROCLAMATION: PRIDE MONTH

Synopsis: Proclamation proclaiming June 2022 as Pride Month, submitted by Mayor Garner.

Mayor Garner said, Clerk, could you read that, please. **Monica Sparks, Acting UG Clerk**, read the proclamation as follows:



Action: The proclamation was read.

Item No. 7 – 211765...APPOINTMENT: WITNESS DESTRUCTION OF ELECTION BALLOTS AND RECORDS

Synopsis: Appoint Commissioner Christian Ramirez and Commissioner Chuck Stites to witness on July 11, 2022, the destruction of ballots and records that no longer need to be retained. Should the Primary be unable to attend, alternate appointments should be Commissioner Melissa Bynum and Commissioner Angela Markley, submitted by Lisa Rangel, Commission Office.

Mayor Garner said I should note this is a state function as opposed to a Unified Government function. I'll ask Legal to give some comments in that regard.

Jeff Conway, Assistant Counsel, said that is true. This item is brought on behalf of the Election Office. K.S.A. 25-2708 and 2709 do lay out the procedures for the destruction of the ballots. It requires that it be done six months after the Primary, I mean the local election, and then 22 months after for all the other materials that go with that. It also requires the designation of two witnesses, so this is simply carrying out the dictates of the statutes.

Mayor Garner asked, is there any discussion from our commissioners? Questions?

Action: **Commissioner McKiernan made a motion, seconded by Commissioner Johnson, to approve as submitted.**

Mayor Garner said seeing no further discussion, I have a motion and a second to approve. Roll call, please, Clerk.

Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 8 – 211780...RESOLUTION: EXTENDING THE STATE OF THE LOCAL HEALTH EMERGENCY ORDER THROUGH OCTOBER 1, 2022

Synopsis: Proposing a resolution to extend the state of Local Health Emergency for the COVID-19 pandemic for the County of Wyandotte, Kansas, through October 1, 2022, submitted by Matt May, Director of Emergency Management.

Mayor Garner said I’d like to have staff if someone can speak to that.

Matt May, Director of Emergency Management, said this is another resolution of the continuing saga of emergency declarations that we have done. Primarily, at this point, it is health related. We all know where we are with this. I’m sure everybody’s been paying attention to the fact that the number of cases, unfortunately, is rebounding back a little bit. But to keep and maintain our preparedness level, mostly for the Health Department to be able to do what they need to do, we ask that this declaration stay in place until such time as the funding goes with that is no longer available.

There is a slight change in the federal funding now at this point. As of tomorrow, it will change from a full 100% reimbursement to a 90% reimbursement, which is still significantly better than what is normal for this program, which is usually only 75%. So, my recommendation is to continue to keep this in play and allow the Health Department, in particular, to take advantage of that reimbursement.

Mayor Garner asked, are there any comments or questions?

Action: **Resolution No. R-24-22**, “A resolution extending the state of local health emergency for the COVID-19 pandemic for the county of Wyandotte, Kansas, through October 1, 2022.” **Commissioner Kane made a motion, seconded by Commissioner McKiernan, to adopt the resolution.**

Commissioner Ramirez said thank you, Matt, for what you have done and the Health Department up to this point to try to get us through the pandemic. I say this comment every time this comes before us, but the community knows this is not a health order. This is not restricting anything in any way. This is just to reimburse the costs that we incur to continue to fight against COVID and to keep our community safe. So, this is not a shutdown order. This is not a mask order. This is just for us to continue to get reimbursed by the federal government.

Mayor Garner asked, any other further discussion? I believe I have a motion and a second. Let me clarify, that was for approval? **Commissioner McKiernan** said yes. **Mayor Garner** said okay. Seeing no further discussion, roll call, please.

Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 9 – 211724...UPDATE: COUNTY ADMINISTRATOR SEARCH PROCESS

Synopsis: Communication on County Administrator's Search Process submitted by Tyrone Garner, Mayor/CEO.

Mayor Garner said one of the commitments I made to our Commission as well as the public and all our stakeholders that have an interest in this process, is that I made a commitment to be timely and that it be open, thorough, deliberate, inclusive, and most importantly, transparent. I'm trying to say true to that.

If you do not know, there was an RFP put out for a search firm to assist with this process. I believe that closes on June 1st, which is tomorrow. So, as we get that process further down the line, you will be kept apprised of who will be selected. That selection will be made by staff. I've given them that luxury to do that based on their experience as far as the RFP process is concerned.

Outside of the search firm, I just—a lot of thought was put into this. When you talk about being transparent, thorough, inclusive, and one of the things I talked about was making sure that our staff, our Commission, and our stakeholders, and you can say the business community as well, all had, as well as our community at-large, all had some type of input in this process. To facilitate that, I really wanted to make sure that I did so in a manner that allowed for that. What I've come up with, and just walk you through it, and this is just a general draft. Nothing's been solidified in stone. As I walk through this, you can kind of get an idea of where I'm going. But we're really going to have a selection committee that will be put forth, a task force, if you want to call it that. I'm just going to walk through, kind of a step, of what that's going to look like.

We've already had the RFP process put out, which I had mentioned. What I will do from there is I'll assemble an administrative selection task force. That will be in collaboration with your Unified Government Commission. It will be a 12 body task force. Two of those members will be selected by me and that will be the chair and the co-chair. Mayor Harrington, from Bonner Springs, has already given his initial agreement to chair that task force. Mr. Johnson, with BPU, has agreed to co-chair that. So, those are the first two individuals that will be seated on this task force. Commissioner Bynum and Commissioner Burroughs, being the at-large commissioners, will represent the Unified Government Commission as far as selecting those individuals that will be seated as far as recommendations being forwarded to them from the Unified Government Commission.

Each commissioner will be asked to forward to Commissioners Bynum and Burroughs two recommendations of individuals that they'd like to see selected from their district. The two at-large commissioners will pick one individual from the at-large district as well, and also working with you, will select those individuals to round out the 10 members of this task force.

From there, collaboration with the task force, the search firm will identify a plan and a timeline and begin the process of obtaining feedback. When I say feedback, we will look at ways to do a survey. That's one way to do that. I don't really want to micromanage this for this task force, but that's an idea where they can, at least, do surveys from the community, from employees here at the Unified Government, as well as from the business community, and anyone else that they feel is of value to really help develop, with the search firm, what the job description will look like for any interested candidates that desire to be considered for the position of permanent county administrator.

It will be an open process. Once that happens, the search firm will present the job description and put that out. The task force will be tasked with working with the search firm to narrow down applicants to three. That may involve looking at resumes, doing interviews, having discussions all in collaboration with the search firm. That's pretty much that process. But, again, I want to leave that open for that task force to really decide what that will look like for them.

Towards the end, the three candidates, after all that takes place, will be brought in for a full round of Q&A with senior and executive UG staff, selected by the Interim County Administrator. That includes the labor unions as well as other leadership, business community representatives, employees. We also would like to include WYEDC which is the Wyandotte Economic Development Corporation, Bonner Springs and Edwardsville Chamber of Commerce, the Administrators from both Bonner Springs and Edwardsville, employees of the Unified Government, any other stakeholders that this task force deems necessary to follow-up with a community roundtable with key community residents with these three leaders.

That information will be taken back by the chair and co-chair of this task force for review, discussion, and recommendation to the task force body where they will narrow it down to two candidates, which will be the semi-finalists. Finally, those two candidates will be allowed to have a meeting with the Unified Government commissioners in a manner that we would have to do a 3-on-3 to make sure that we're in compliance with open meeting obligations.

The information from the commissioners will be brought back to the task force as far as their initial impressions. The task force will reconvene and send me a recommendation with the one candidate recommendation to be, hopefully, the best choice for me to consider as the permanent county administrator, with the runner-up still being in the run.

So, I'll interview the recommended candidate. If I'm satisfied, that individual will be brought forward as far as an appointment to the full Commission; if not, the runner-up will be interviewed and will be brought forward if I deem necessary. In the event that I don't deem either candidate is appropriate, then we will start the process over. I don't see that happening. I believe the recommendations from this group of individuals and the work that I know that they'll be putting in, with the search firm, should produce a candidate of choice based on the information and qualifications and experience and all the things that will be brought forward as far as what, hopefully, we all can agree would be the best candidate to lead administratively the Unified Government forward.

So, that is pretty much the process. We're going to start here pretty quick. I will be sending out probably in the next week or two, calls for interest through the two at-large commissioners, to the eight commissioners, on the two individuals that they would like to add to this task force. If there's any comments or concerns, please get with me. If there's anything that I'm missing, any blind spots that may be there as we move forward, I'm open to being inclusive and taking any and all recommendations that you all think would be of value as we move through this process.

Hopefully, we will have the selection committee, the actual firm, I'm sorry, selected prior to next commission meeting. That is the hope. If so, I will announce what that selection was from our administrative staff at that time.

So, outside of this meeting, please get with me if there's any comments or questions in that regard. I'm looking forward to this process. I think, hopefully, this process will allow for it to be as transparent, inclusive, and really, as the result, bring forth the best qualified candidate to lead the Unified Government far into the future from the administrative seat.

Action: For information only.

Item No. 10 – 211797...PRESENTATION: PARTNER IN EXCELLENCE AWARD

Synopsis: Presentation to the Unified Government of the Partner in Excellence Award from the Kansas University Health System, submitted by Mayor Tyrone A. Garner.

Mayor Garner said they gave this award to the Unified Government. The Partner in Excellence Award, which was given on June 15, 2022, was part of their Hall of Fame celebrating those who advanced and shared in their vision. The Partner in Excellence Award that was given to the Unified Government of Wyandotte County/Kansas City, KS, honors companies or organizations investing in the health system's growth and successes through philanthropy, volunteerism and/or business partnerships.

They've given us a nice award and I wanted to hand this off to our Administrator because it's not an award for any one person. This is an award for everybody and anybody that calls Wyandotte County home as well as our Unified Government. I've asked our Administrator to make sure that we put this in a place where anyone that comes to our Unified Government could see this and really enjoy this and really celebrate this award to our Unified Government and really highlight the partnership that we have with KU in helping keep our community healthy and improving the livelihood of our residents. So, thank you, KU.

Action: **For information only.**

Item No. 11 – 211800...APPROVING EXECUTION AND DELIVERY OF SETTLEMENT AGREEMENT

Synopsis: Resolutions approving execution and delivery of agreement to settle litigation and authorizing the issuance of General Obligation Bonds to fund the settlement, submitted by Misty Brown, Chief Legal Counsel.

Mayor Garner said this was added as a pink sheet. I'll turn this matter over to our Chief Legal Counsel for a presentation.

Misty Brown, Chief Counsel, said I, in turn, I'm going to recognize Mr. David Cooper, our outside counsel in this matter.

David Cooper said I'm lead outside council in the litigation of McIntyre v. Unified Government, et al. We come before the Commission this evening with the request for action presenting two resolutions with the recommendation that both be adopted, that they must be done serially.

The first is a resolution approving the execution and delivery of a settlement agreement to settle pending litigation. That is presented with the recommendation of both outside legal counsel and chief legal counsel.

Mayor Garner asked, is there any discussion? Seeing none, I'll entertain a motion.

Action: **Resolution No. R-25-22**, "A resolution approving the execution and delivery of an agreement to settle litigation in the federal District of Kansas alleging violations of Kansas State law and 42 U.S.C §1983 in *Lamonte McIntyre and Rose McIntyre v. Unified Government of Wyandotte County and Kansas City Kansas, et al.* Case No. 18- cv-2545-KHV." **Commissioner McKiernan made a motion, seconded by Commissioner Ramirez, to adopt the resolution.**

Mayor Garner said I need to be clear, does this—do we need to add the issuance of bonds? **Mr. Cooper** said if this resolution passes, that will be the next action. **Mayor Garner** said okay. Thank you. So, we have a motion and a second for the first resolution. Is there any other further discussion? Seeing none, roll call, please.

Roll call was taken and there were nine "Ayes," McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs. (Townsend's vote is shown below)

Commissioner Townsend said, Mayor, just a point of order. I had my hand up. I did have questions when you called for discussion. If you don't mind and since I do not have that resolution in front of me, could counsel summarize or read what that is. Does this talk about the amount in either one of these and/or the matter of financing? I think bonding was mentioned. Over what period of time and how will that reflect on our budget?

Mr. Cooper said, Commissioner Townsend, I'd be happy to address—I'll address your first question and assuming the vote on this one, I'll address your question regarding the bonds, the amounts, when presenting that resolution.

This is a resolution to approve the settlement agreement of which the plaintiffs have offered to settle pending litigation for the total sum of \$12.5M with each partner to be responsible

for their own court costs and attorney fees and expenses. That the plaintiff shall be responsible for any liens, subrogated interests, or hold the Unified Government at all harmless there from and agree to dismiss the lawsuit with prejudice. Those are the terms.

Commissioner Townsend asked, do we have any numbers yet on our costs or is that part of this resolution, or is that stated somewhere else? **Mr. Cooper** said that is not a part of this resolution. You're not approving—you're authorizing staff—the subsequent resolution authorizes staff to investigate the use of general obligation bonds to fund the settlement. It does not obligate them to do so. They will undertake to present the most efficient means forward, whether that's with bonds or otherwise.

Commissioner Townsend said I'm sorry, Counselor. I didn't hear the last part. Whether it's bonding or what? **Mr. Cooper** said or otherwise. **Commissioner Townsend** said thank you for that insight, Counselor. I just want to say before I vote just so it is clear to the public, this would not mean the Unified Government is admitting to any wrongdoing. It brings final resolution. It's an expensive choice in the matter. It will be a reminder to all of us as staff goes about day-to-day decisions. With that said, I'll reluctantly, sadly that there's a need for this, vote to approve.

Roll call: Commissioner Townsend voted to approve (as noted above).

Commissioner Townsend said thank you, Mayor. Thank you outside counsel and our in-house counsel, as well, for the work they've done. Thank you.

Mayor Garner said we have the other item.

Action: **Resolution No. R-26-22**, "A resolution authorizing the issuance of general obligation bonds of the Unified Government of Wyandotte County/Kansas City, Kansas to fund a civil litigation settlement (*Lamonte McIntyre and Rose McIntyre v. Unified Government of Wyandotte County and Kansas City Kansas, et al.* Case No. 18- cv-2545-KHV) in the amount of \$12,500,000." **Commissioner**

McKiernan made a motion, seconded by Commissioner Davis, to adopt the resolution.

Mayor Garner asked, any discussion? Seeing none, Clerk, roll call, please.

Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

REGULAR CONSENT AGENDA

Mayor Garner asked, does any member of the Commission or County Administrator wish to set-aside any item on the Regular Consent Agenda? If an item is not set-aside, all items on the Regular Consent Agenda will be voted on by one vote.

Action: **Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve.**

Mayor Garner said I have a motion and a second. Any discussion? Seeing none, roll call, please.

Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 1 – 211712...RESOLUTION: ROCK ISLAND BRIDGE IRB SALES TAX EXEMPTION

Synopsis: Resolution of Intent to Issue Industrial Revenue Bonds in the amount not to exceed \$13,000,000 to finance the costs of acquiring, constructing, improving, and equipping a multi-purpose commercial project for the benefit of Flying Truss, LLC, submitted by Katherine Carttar, Director of Economic Development. On June 9, 2022, the Economic Development and Finance Standing Committee, chaired by Commissioner Burroughs, voted unanimously to approve and forward to the full commission.

Action: **Resolution No. R-27-22**, “A resolution determining the intent of the Unified Government of Wyandotte County/Kansas City, Kansas, to issue its industrial revenue bonds in the amount of not to exceed \$13,000,000 to finance the costs of acquiring, constructing, improving and equipping a multi-purpose commercial project for the benefit of Flying Truss, LLC, and its successors and assigns (sales exemption only).” **Commissioner Kane made a motion, seconded by Commissioner McKiernan, to adopt the resolution.** Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 2 – 211714...RESOLUTION: TERMINATION OF SCAVUZZO'S FOODIE PARK

Synopsis: Resolution authorizing the approval of the termination of Foodie Park Development Agreement and subsequent amendments submitted by Katherine Carttar, Director of Economic Development. On June 9, 2022, the Economic Development and Finance Standing Committee, chaired by Commissioner Burroughs, voted unanimously to approve and forward to the full commission.

Action: **Resolution No. R-28-22**, “A resolution authorizing the approval of the termination of Foodie Park Development agreement.” **Commissioner Kane made a motion, seconded by Commissioner McKiernan, to adopt the resolution.** Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 3 – 211715...ORDINANCE: REPEALING 2019 MIDTOWN REDEVELOPMENT PROJECT PLAN

Synopsis: Ordinance repealing the 2019 Midtown Redevelopment Project Plan, submitted by Katherine Carttar, Director of Economic Development. On June 9, 2022, the Economic Development and Finance Standing Committee, chaired by Commissioner Burroughs, voted unanimously to approve and forward to the full commission.

Action: **Ordinance No. O-91-22**, “An ordinance of the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas terminating the redevelopment project plan for Project Area 1 of the Midtown Redevelopment District.” **Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve the ordinance.** Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 4 – 211716...RESOLUTION: BROTHERHOOD BANK BUILDING SPECIAL NRA

Synopsis: Resolution approving a special project application for a rebate on incremental property taxes pursuant to the Neighborhood Revitalization Act Plan for the redevelopment of the Brotherhood Bank Building at 753 State Avenue, Kansas City, KS into residential apartment units and upgraded office space, submitted by Katherine Carttar, Director of Economic Development. On June 9, 2022, the Economic Development and Finance Standing Committee, chaired by Commissioner Burroughs, voted unanimously to approve and forward to the full commission.

Action: **Resolution No. R-29-22**, “A resolution approving a special project application for a rebate on incremental taxes pursuant to the Neighborhood Revitalization Act Plan for redevelopment of the Brotherhood Bank building at 753 State Ave., Kansas City, Kansas.” **Commissioner Kane made a motion, seconded by Commissioner McKiernan, to adopt the resolution.** Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 5 – 211717...RESOLUTION: BROTHERHOOD BANK BUILDING IRB SALES TAX EXEMPTION

Synopsis: Resolution of Intent to issue bonds in the amount not to exceed \$12,000,000 to finance the costs of acquiring, constructing, improving, and equipping a multi-purpose commercial project for the benefit of KDG, LLC, submitted by Katherine Carttar, Director of Economic Development. On June 9, 2022, the Economic Development and Finance Standing Committee,

chaired by Commissioner Burroughs, voted unanimously to approve and forward to full commission.

Action: **Resolution No. R-30-22**, “A resolution determining the intent of the Unified Government of Wyandotte County/Kansas City, Kansas, to issue its industrial revenue bonds in the amount of not to exceed \$12,000,000 to finance the costs of acquiring, constructing, improving and equipping a multi-purpose commercial project for the benefit of KDG, L.L.C, and its successors and assigns (sales exemption only).” **Commissioner Kane made a motion, seconded by Commissioner McKiernan, to adopt the resolution.** Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 6 – 211587...RESOLUTION: MARC KC REGIONAL CLIMATE ACTION PLAN

Synopsis: Consideration of a resolution to support the Mid-America Regional Council’s KC regional Climate Action Plan and for UG staff to conduct a Citywide Risk and Vulnerability Assessment in order to encourage greater community resiliency, submitted by Gunnar H. Hand, AICP, Director of Planning & Urban Design. On June 6, 2022, the Neighborhood and Community Development Standing Committee, chaired by Commissioner McKiernan, voted unanimously to approve and forward to the full commission.

Action: **Resolution No. R-31-22**, “A resolution endorsing the Mid-America Regional Council’s Regional Climate Action Plan.” **Commissioner Kane made a motion, seconded by Commissioner McKiernan, to adopt the resolution.** Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 7 – 211577...ORDINANCE: AMENDING SEC. 27-593 FOR TELECOMMUNICATIONS TOWERS ON STADIUM LIGHT POLES IN RESIDENTIAL ZONES

Synopsis: Amendment to Section 27-593, allowing telecommunications towers in residential zones by special use permit if they are integrated into stadium and athletic field light tower, submitted by Gunnar Hand, Director of Planning & Urban Design. On May 23, 2022, the Administration & Human Services Standing Committee, chaired by Commissioner Markley, voted unanimously to approve and forward to the full commission.

Action: **Ordinance No. O-92-22**, “An ordinance regarding special use permits for telecommunications towers on light poles used for stadiums and athletic fields in residential zones; amending Section 27-593 of Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas.” **Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve the ordinance.** Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 8 – 211786...NOMINATIONS: BOARDS AND COMMISSIONS

Synopsis: Nomination for Boards and Commissions.

Daniel Serda to the Kansas City Area Transportation Authority (KCATA) Board, 7/1/2022 to 7/1/2026, submitted by Mayor Garner.

Action: **Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve.** Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 9 – MINUTES

Synopsis: Minutes from Planning & Zoning and Regular Session on January 27 and February 10, 2022, and special sessions on April 28 and May 19, 2022.

Action: **Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve.** Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 10 – WEEKLY BUSINESS

Synopsis: Weekly business material dated April 7 and 14, 2022, and May 12 and 19, 2022.

Action: **Commissioner Kane made a motion, seconded by Commissioner McKiernan, to receive and file.** Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

PUBLIC HEARING AGENDA

Item No. 1 – 211719...RESOLUTION: CRITERION MULTIFAMILY PROJECT IRB

Synopsis: Resolution of Intent to issue Industrial Revenue Bonds in the amount not to exceed \$62,000,000 to finance the costs of acquiring, constructing, improving, and equipping a commercial multifamily facility for the benefit of Criterion Development Partners, LLC, submitted by Katherine Carttar, Director of Economic Development. On June 9, 2022, the Economic Development and Finance Standing Committee, chaired by Commissioner Burroughs, voted unanimously to approve and forward to the full commission.

Mayor Garner said I’ll ask Katherine Carttar, Director of Economic Development, to make some opening remarks.

Katherine Carttar, Direct of Economic Development, said we have a little presentation that I will just kind of zip through. This will be a junketed version of the longer presentation that was given at Economic Development and Finance where this was approved unanimously. Of course, there is a public hearing, which is why you are hearing it tonight.

CRITERION
MULTIFAMILY

Public Hearing &
Resolution

A resolution of intent to issue industrial revenue bonds in the amount of \$62,000,000 to finance a commercial multifamily facility for the benefit of Criterion Development Partners, LLC.

Criterion Projects

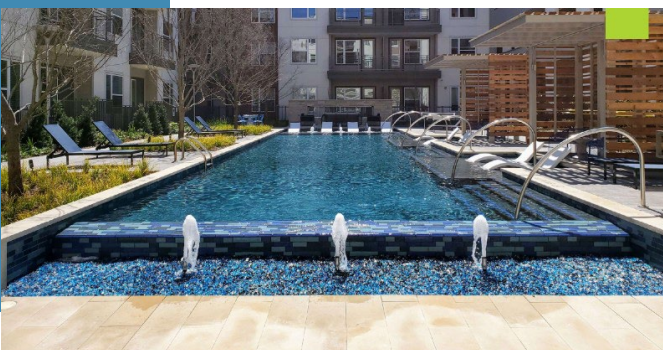


Criterion is the developer. They primarily have been focused in Boston and Dallas. They do high-quality, multifamily development.

Criterion Projects



Criterion Projects

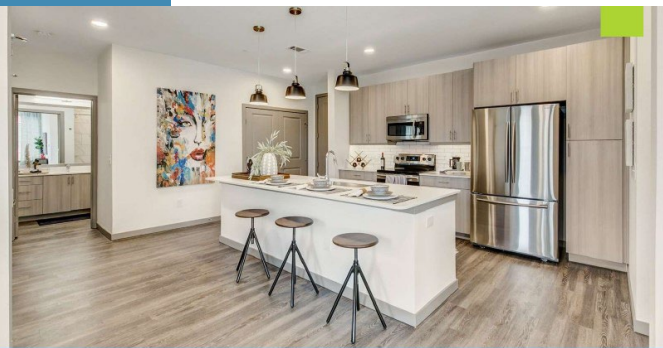


Criterion Projects



This just gives you an idea of the quality of development that they do.

Criterion Projects



Criterion Projects



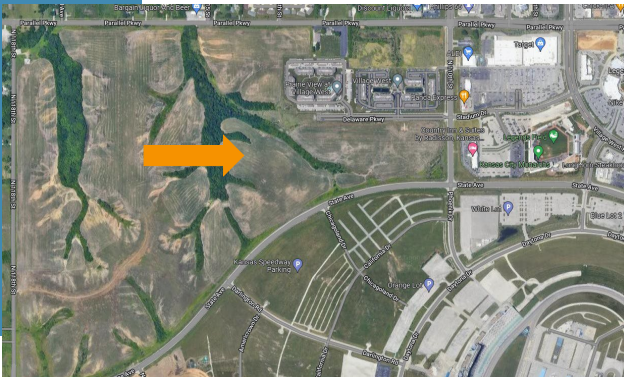
This would be their first project in the Kansas City metro area.

June 30, 2022

Criterion Projects



Project Site - Aerial



This site that we are talking about tonight is just to the west of Village West, south of Delaware Parkway. You've got the two current apartment complexes there. This would be just to the south of those. The product is a little different from anything that we have elsewhere in really the metro at the moment. This is kind of a hot new product where the developer explains it as horizontal apartments.

Project Site



So, we're talking about kind of a duplex type thing, but each one—this is exactly where the site is.

Conceptual Site Plan



As you can see, this is how it would be laid out. This is not exactly. This is a conceptual plan. But each one of those boxes there on the left, each one of those represents eight different units. So, each of those are kind of in a pod. The idea is to create community while multi-family units. There'd be a wide variety of different types and sizes, but still highly amenitized as many of the apartment complexes that we've have approved in recent years are. You've got the pool, the fitness center, and all of that.

Inspirational Photos



These are inspirational photos. They have not gone to the point where they have formal renderings yet,

Inspirational Photos



but this gives you a good idea of the type of product that they are planning to build.

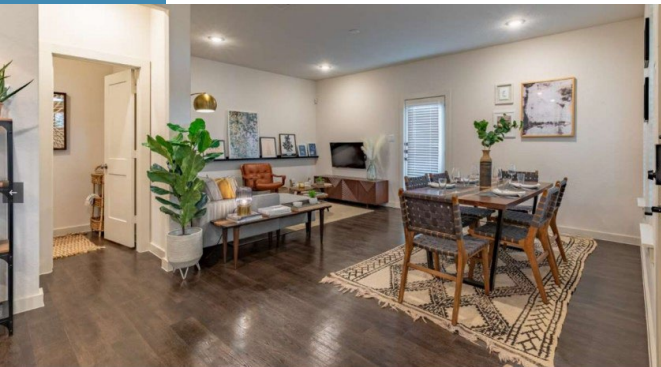
Inspirational Photos



Inspirational Photos



Inspirational Photos



Project Description

- 232 units of Single Family Rental
- New product in KC metro area
- \$62,000,000 estimated budget

Amenity List

- + Pool
- + Fitness Center
- + Business Center
- + Club Room
- + Grilling Area



We're looking at 232 units with an estimated budget of around \$18M.

Industrial Revenue Bond Financing

- 10 year, 100% PILOT based on a projected per unit value of \$135,000 (an average of \$1,455 annual PILOT per door)
- Starts at \$308,328 annual PILOT with a 2% annual escalator
- UG will collect a total of \$3.4 million in PILOT over 10 years
- LBE/MBE/WBE goals are in place with a 4% escalator as an annual penalty with penalty starting year 1
- Additional tax payments (8 mills) for the statutorily required school district's capital outlay levy will be collected separately

Annual Benefits

- *Before:* Property currently pays approximately \$1,300 in property taxes annually (zoned ag)
- *During:* Property will pay an average of \$337,610 in PILOTs annually
- *After:* Property will pay over \$600,000 in property taxes annually
- Additional sales tax generation for area retail due to more residents
- UG PILOT (via BPU bill will be paid as normally)

This would be done through—the request is industrial revenue bonds. I'll do a quick review of what those are to be clear for our viewing public. But what that does, it's a 10-year tool. It provides 100% tax abatement, but, very important, we then put a payment schedule in place that provides a predictable payment, which is in lieu of those taxes. So, they get the 100% tax abatement, however, that is just how that mechanism works. We are not actually providing 100%. So, in lieu of that, they have a payment, and we have it down to the cent so that they can plan ahead as they are working and kind of scaling up their product and getting people moving in. They know exactly, to the penny, how much in taxes they are paying.

What we are looking at is this PILOT payment, which is a payment in lieu of taxes, different from the PILOT that you see on your BPU bill. That would still be paid as normal on all the electricity bills. What we'll see with this predictable PILOT schedule, this predictable payment schedule, it will start at just over \$300,000 a year. I would like to put this in perspective. Right now, this property is zoned agriculture and pays roughly \$1,300 a year in taxes. So, in that first year that this is up and running, we'll go from about \$1,300 in taxes all the way to over \$300,000 in taxes. So, a pretty good jump. Then every year after that, there'll be a 2% annual escalator. There are LMW goals in place. If those are not reached, which we fully anticipate they will be and we will work with them to ensure that is the case, but on the off chance they are not, there is a penalty and that escalator would increase to 4% starting that first year.

Additionally, there are 8 mills that are set-aside, that are not part of this predictable payment schedule, that would go directly to the school district.

Once that 10 years is up, the Unified Government and taxing jurisdictions will have received about \$3.4M in payment in lieu of taxes. That will go onto the normal property tax rolls. We're estimating just over \$600,000, but that will kind of depend on how it is appraised.

PREDICTABLE PAYMENT SCHEDULE					
Year		L/M/W Achieved		L/M/W Failed	
		Annual PILOT	PILOT per Unit	Annual PILOT	PILOT per Unit
1		\$308,328	\$1,329	\$320,661	\$1,382
2		314,495	1,356	333,488	1,437
3		320,784	1,383	346,827	1,495
4		327,200	1,410	360,700	1,555
5		333,744	1,439	375,128	1,617
6		340,419	1,467	390,133	1,682
7		347,227	1,497	405,739	1,749
8		354,172	1,527	421,968	1,819
9		361,255	1,557	438,847	1,892
10		368,481	1,588	456,401	1,967
		\$3,376,106		\$3,849,892	

Here's just a quick snapshot of what that payment schedule would be.

PREDICTABLE PAYMENT SCHEDULE			
Business Category	Participation Percentage Goal		
	Construction	Professional Services	
LBE	18%	18%	
MBE	15%	13%	
WBE	7%	8%	

*Year 1 represents the first calendar year after the issuance of the Bonds.

Taxing Entity	Benefit to Cost Ratio
City of Kansas City	2.29
Wyandotte County	1.60
Piper-Kansas City USD 203	3.54
Bonner Springs USD 204	3.79
KC Community College	1.64
Wyandotte County Library	1.48
State of Kansas	1.70

The LMW goals. These are our traditional goals for pretty much every project that we do. I'd also like to mention that we do have a cost benefit agreement on every industrial revenue bond project that we do that has to do with property taxes. As you can see here, every single one of the different taxing entities will be getting a pretty significant benefit. Our kind of rule of thumb is anything over \$1.3. So, for every \$1 that is abated, the various taxing entities will get at least \$1.30 in return. In some cases, that gets almost up to \$4, kind of \$3.50 when you're looking at the school districts. So, a pretty good rate of return for them.

CRITERION MULTIFAMILY

Public Hearing & Resolution

A resolution of intent to issue industrial revenue bonds in the amount of \$62,000,000 to finance a commercial multifamily facility for the benefit of Criterion Development Partners, LLC.

That is it. If there are any questions. Also, the developer and his representative are here if there are any questions for them as well.

Mayor Garner said I'll now open the public hearing and ask the Clerk if any notifications were received from the public who wish to express their comments regarding this item. **Ms. Sparks** said no comments were received.

Mayor Garner asked, is there anyone present who would like to speak on this item? If so, please raise your hand to be recognized. Once you've been acknowledged, we ask that you provide your name and city of residence for the record. You'll be given up to three minutes to state your comments.

Greg Kindle, President of the Wyandotte Economic Development Council, 727 Minnesota, and a resident of Kansas City, KS, said just a couple of quick comments. To reinforce the fact that not only does this over \$300,000 in new taxes annually to the Unified Government, the one part that doesn't often get captured is the amount of sales taxes that these residents will pay through electricity through the BPU bills as well. These are particular sales, city, county, and what we would normally call franchise fees that every other community would pay. That's about 11.9%. Those do rack up pretty quickly so that's an additional revenue stream to the Unified Government.

In addition, I think it is important to note that these kinds of developments contribute to the increase of our population. I know, as a resident, we don't always like to see more traffic, but if we want to continue to attract and retain retail and bring more retailers in, it is important to continue our growth. Today, we're at about .7% population growth. We need to be closer to 1% to keep up with the retail demand that we see. I just kind of wanted to point that out. But the

most important part is that this generates over \$300,000 in new taxes annually to the Unified Government.

Thank you for the work that Katherine and others have put into this project. Appreciate it.

Mayor Garner asked, is there anyone else who'd like to comment? **Ms. Sparks** said there are no other hands raised.

Mayor Garner said with no further comments, I will close the public hearing.

Mayor Garner asked, do any members of the Commission have any questions or comments?

Commissioner Davis said, Katherine, just one quick question? Is this the development where the PILOT payments would not go to the General Fund, it would go toward something else, or is that a different project?

Ms. Carttar said great question. The PILOT payments would go to the General Fund, however—and thank you for bringing this up—the issuance fee that's about \$130,000 that would be paid at the time of the bonds being issued—that we have written into the agreement that—well, we don't have a housing trust fund or anything like that at this moment—we requested that those go into a separate account at such a time that we either have a housing trust fund and this could be used as potential seed money for that, or the way we've termed it in the development agreement is that it would have to go toward economic development projects. We're pretty flexible there, but thank you. That is a nuance that is good to mention.

Commissioner Davis said thank you so much. I think it does lay the groundwork for us to think about as these different projects come in, how we can satisfy some of our residents' desires.

Commissioner Ramirez said thank you, Katherine, for your hard work. I like that idea of setting aside the issuance for whatever work (inaudible) it is, it would be nice, very beneficial for our community if we did build or create a housing trust fund of some type and use that as seed money.

I'm excited for that because that's also another discussion that we, as a Commission, can have a discussion of what we want to do.

Now, is this going to be a one time thing with this project, or is this something that you may want to look for in the future continuing—who have IRBs and the issuance fees be directed toward this so-called fund or whatever we create it to be. Is that a plan for the future?

Ms. Carttar said that would be my recommendation. I would, of course, take all of your policy directions on that, but I would recommend that. That's a great way to kind of capture some funds upfront right when a project goes through that would then be kind of set aside and create a benefit elsewhere in the community.

Commissioner Ramirez said okay. Thank you. I would hope that we, as a Commission, have that discussion because I see an amazing project, an amazing initiative that we can try to start for our community.

Action: **Resolution No. R-32-22**, “A resolution determining the intent of the Unified Government of Wyandotte County/Kansas City, Kansas, to issue its industrial revenue bonds in the amount of not to exceed \$62,000,000 to finance the costs of acquiring, constructing, improving and equipping a commercial multifamily facility for the benefit of Criterion Development Partners, LLC, and its successors and assigns.” **Commissioner Johnson made a motion, seconded by Commissioner McKiernan, to adopt the resolution.**

Commissioner Johnson said thank you, Katherine, for all your work.

Mayor Garner asked, any further discussion? We do have a motion and a second for approval. No further discussion, roll call, please.

Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

STANDING COMMITTEES' AGENDA

Item No. 1 – 211742...ORDINANCE: AMENDING SECTIONS OF CHAPTER 32 OF THE 2008 CODE OF ORDINANCE AND RESOLUTIONS

Synopsis: Expanding the ability of businesses and individuals to sell food, drinks, and merchandise on sidewalks, streets, and parklets, making permanent many of the COVID-19 Emergency Ordinances and Resolutions previously approved and due to sunset on June 30, 2022, and adding new language, submitted by Gunnar Hand, Director of Planning & Urban Design. This item was scheduled to appear before the Administration and Human Services Standing Committee, chaired by Commissioner Markley on June 27, 2022. It was requested and approved by the Mayor, to fast-track this item to the June 30, 2022, full commission meeting.

Mayor Garner said I'll ask Commissioner Bynum to make some remarks before the presentation by Mr. Gunnar Hand, of our Planning & Urban Design.

Commissioner Bynum said we had a robust meeting Monday night discussing Items 1 and 2 around these ordinances. Mr. Hand, our Director of Urban Planning, I believe, has a solution at hand, but I will say it was all along the lines of continuing to allow what we had made allowances for during the pandemic. With that, I would just defer the floor to Gunnar Hand.



Gunnar Hand, Director of Planning & Urban Design, said, again, before you the proposed streets for people ordinances proposed to make permanent the COVID-19 emergency ordinances and resolutions. These COVID emergency ordinances having been re-authorized multiple times by this body, are due to sunset tonight at 11:59 p.m.

COVID-19 Emergency Ordinances

March 2020 – Beginning of COVID-19 pandemic forces indoor public spaces to close

April 2020 – ReStart WyCo economic recovery plan is developed to help local businesses through the pandemic

Fall 2020 – Board of Commissioners approves emergency ordinances to:

1. Allow outdoor dining and retail sales
2. Expand mobile vending and farmer's markets
3. Allow outdoor taverns
4. Permit recreational "open streets"

Dec. 2020 – Extended through 2021

Dec. 2021 – Extended again through June 30, 2022



Department of Planning + Urban Design
City of Wyandotte, Kansas

Now these five ordinances and two resolutions that were adopted over the course of the summer of 2020 at the onset of the COVID-19 pandemic set the standards for business activities in public realm and cut the red tape to implement quickly.

COVID-19 Emergency Ordinances

• WHEREAS, securing the **health, safety and welfare** of residents, businesses and visitors to Wyandotte County is the Unified Government's top priority; and

• WHEREAS, Wyandotte County is facing a crisis—the pandemic and public health emergency of **COVID-19**—resulting in illness, quarantines, school closures, and temporary closure of businesses resulting in lost wages and financial hardship to Wyandotte County citizens and businesses; and

• WHEREAS, in a rush of local and state orders pertaining to **social distancing**, many businesses face restrictions on the number of people who may be inside the business at any one time; and

• WHEREAS, in order to accelerate the economic recovery plan set forth in ReStart WyCo: Road to Recovery, it is necessary to take certain actions in order to **encourage customers to visit local businesses** and in order to allow those local businesses to accommodate the number of customers that they need in order to be profitable; and

• WHEREAS, the Unified Government has determined that due to the COVID-19 pandemic, and the public health, safety and welfare concerns associated therewith, that enforcement of certain provisions of the Unified Government Code of Ordinances should be suspended for a limited amount of time;

• WHEREAS, vending on the public streets and sidewalks may promote the public interest by contributing to an **active and attractive pedestrian environment** for businesses and customers. The purpose of accommodating vending carts, sidewalk sales, and vendor persons in pedestrian-oriented commercial areas is to increase economic activity, attract pedestrians, extend their visits and enhance overall community quality of life;

• WHEREAS, **reasonable regulation** of street and sidewalk vending is necessary to protect the public health, safety, and



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City of Wyandotte, Kansas

The reasons for these emergency ordinances, such as creating more safe and environ streetlights and encouraging entrepreneurship

COVID-19 Emergency Ordinances

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• **WHEREAS, in a rush of local and state orders pertaining to social distancing, many businesses face restrictions on the number of people who may be inside the business at any one time; and**

• **WHEREAS, in order to accelerate the economic recovery plan set forth in ReStart WyCo: Road to Recovery, it is necessary to take certain actions in order to encourage customers to visit local businesses and in order to allow those local businesses to accommodate the number of customers that they need in order to be profitable; and**

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• WHEREAS, **reasonable regulation** of street and sidewalk vending is necessary to protect the public health, safety, and welfare;



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City of Wyandotte, Kansas

are all still valid reasons to move forward, even though we are still in a global pandemic, but currently without public health orders.

June 30, 2022

Emergency Ordinances

- Outdoor service and sales
 - *Street cafes, outdoor taverns, walk-up market*
- Farmer's markets
 - *Seasonal and weekly*
- Mobile vending
 - *Food trucks, food trailers, push carts*
- Mobile market
 - *Dotte Mobile Market*
- Open streets
 - *Expanded safety on residential streets*



Department of Planning + Urban Design
United Government of Escondido County and Eureka City, Eureka

Now, for those of you who were on the Board of Commissioners in the summer of 2020, this might be a bit of a refresher, so I will move expeditiously especially since AHS heard this just earlier this week. Streets for people will continue to support local businesses and neighborhood vitality by allowing things like street cafes in our public rights-of-way, expanding where farmer's markets and local vending can occur, and making it easier for the mobile markets to provide its services around our community as well as continuing our open streets program.

Enumerated Businesses

- Restaurants & bars
- Food trucks & mobile vendors
- Art galleries
- Books & paper goods
- Professional services
- Plants & seeds
- Clothing
- Jewelry & accessories
- Homemade crafts & goods
- Non-profits
- *Repair work outside the building is NOT allowed*

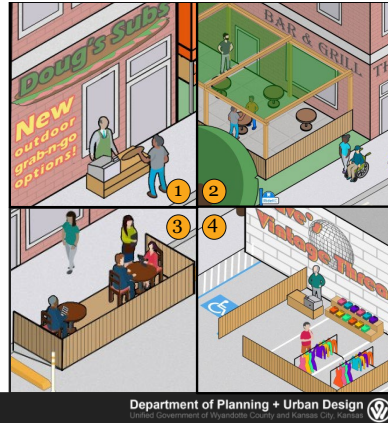


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United Government of Escondido County and Eureka City, Eureka

It still does not allow all businesses to participate in these opportunities. So, no outside repairs allowed. Pawn shops and appliance stores still have to do their business within their four walls.

Operating Standards

- All entities must have business license or 501(c)(3) status
- Hours of operation defined
- All outdoor service and retail sales limited to 4 defined areas:
 1. Sidewalks;
 2. Front/side/rear yard setbacks;
 3. On-street parklet (temporary or semi-permanent); and/or,
 4. Off-street surplus parking



So, after two years of implementation, testing, enforcement, we have these two ordinances, again, which are Item Nos. 1 and 2, really reflect more of a refinement than any major sweeping changes.

We start by defining where outdoor sales are allowed.

Safety Standards

- Maintain ADA accessibility on sidewalk and into businesses
- 4 feet clearance from all street furniture
- Safe space for queuing
- 15 feet clearance from fire hydrants and bus stops
- ADA parking and loading zones maintained
- Sight distance triangles maintained
- Enforcement powers delegated to Fire, Public Health, Codes and Zoning

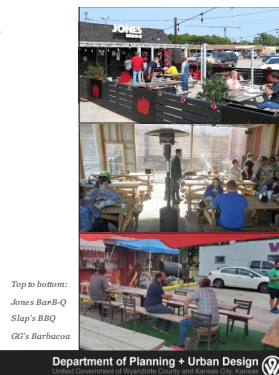


We still have a strong focus on safety standards, minus all of the social distancing requirements from the original ordinances. All of these ordinances and standards reflect a strong focus on enforcement on the backend as opposed to application and burdensome red tape on the frontend.

Yard (Rear/Side/Front) Standards

Yard and surplus parking service and sales in Chapter 27:

- Structures may not interfere with a building's access to light or drainage
- Must provide clear pedestrian pathway, ingress and egress
- Administrative review for semi-permanent/permanent structures
- Mobile vending, mobile market and farmer's markets require permission of property owner



Top to bottom:
Jones Bar-B-Q
Slap's BBQ
GG's Barbacoa

I will say, though, that these major changes if you had a chance to read all the text, it is a lot of text. It does not reflect a lot of changes in that text. If you remember, one of the resolutions specifically for Chapter 32, which is everything in the public right-of-way, whereas Chapter 27 is everything on private property. The resolution just simply said we're not going to enforce this stuff. One's a real easy resolution. It's one page. To then make all of those things permanent is a bit of work.

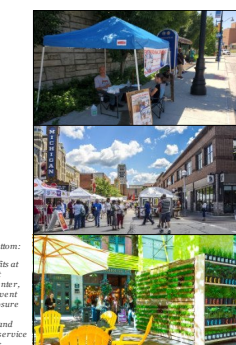
So, as we were moving forward with these resolutions, for instance in Chapter 27, within a private parcel such as maintaining ingress and egress to and from the building.

ROW Sales Standards

Sidewalk and street service and sales in Chapter 32:

- Keep clear of street furniture and provide for ADA clearance
- Sale of alcohol allowed (outdoor service and outdoor taverns) with ABC approval
- Everything must be brought indoors while businesses are closed, except semi-permanent parklets
- Non-profits allowed with owner's permission

*Tip to bottom:
Non-profits at
5th Street
transit center,
special event
street closure
farmer's
market, and
outdoor service
and sales*

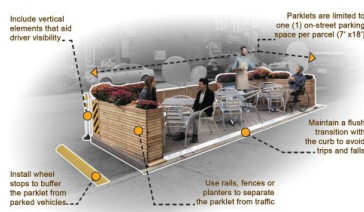


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We also have changes reflected in Chapter 32, again, in the public right-of-way such as providing for ADA accessibility.

On-Street Parklets

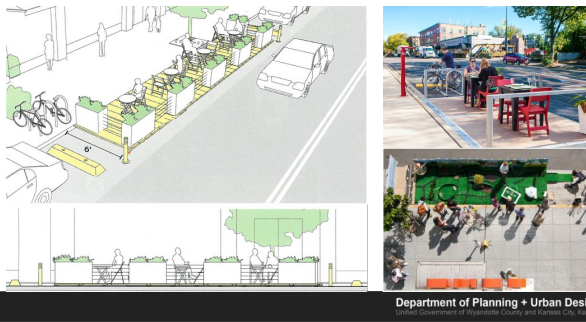
- One (1) space allowed per parcel (if available)
- Must be 20 feet from an intersection or street corner (site lines)
- Structure can be temporary or semi-permanent
- Seating at least three (3) feet from traffic
- Only allowed on street with speed limits up to 40 mph
- Constructed to Nation Association of City Transportation Officials (NACTO) standards



Department of Planning + Urban Design

It still allows for parklets as of right with certain standards to be constructed to the National Association of City Transportation officials.

On-Street Parklet Gallery

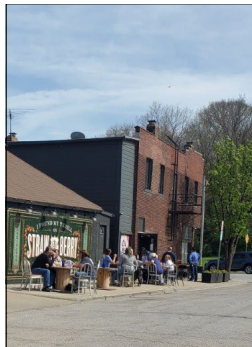


Department of Planning + Urban Design
 Kansas Department of Transportation and Kansas City, Kansas

These parklets by right can be both temporary sort of day-by-day, if you will, for businesses or they can be something a little bit more quasi or semi-permanent.

Outdoor Taverns

- Must comply with all Kansas ABC regulations
- Outdoor taverns must cease after 10:00PM in ROW and 1:00AM on private property
- Must comply with all noise ordinance regulations
- Must stay within the ABC designated areas of sale and consumption



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 Kansas Department of Transportation and Kansas City, Kansas

As it relates to outdoor taverns, we were able to adjust, based on input and some of the feedback, terms of hours of operation. I will be asking for an oral amendment to both Chapters 27 and 32 to further clarify some language, although the times currently are still recommended by staff where we would require outdoor taverns to close in the public right-of-way, i.e., on the streets, by 10 p.m., but still allow for outdoor taverns on private property, i.e., like a backdoor patio/a rear yard patio until 1 a.m. That is a reflection of other nuisance use of code standards in our zoning codes.

On-Street Mobile Food Vending

- NO sales allowed on streets with a speed limit greater than 40 mph
- Must feed the meter if applicable, but does not need to conform to posted time limits
- Not allowed to park on residential streets unless invited to block party, open street or special event
- Queues must be at least five (5) feet from passing traffic
- Cannot be located in one location for more than four (4) hours at one time
- Cannot park in front of existing brick -and-mortar restaurant (unless directly associated with said business)



Department of Planning + Urban Design

We're still allowing for mobile vending to expand in all districts, but adding, based on feedback, additional restrictions in residential districts. Potentially, food trucks are only allowed in residential districts if they're invited to like a block party. Since it's getting hot right now, I think it's important to note that mobile vending is separate from ice cream trucks. Ice cream trucks are their separate code section within the ordinance, not reflected in these ordinances.

Farmers Markets

- Allowed in any zoning category
- Must submit a site plan for an administrative review
- Farmer's markets must occur on improved parking lot (food trucks allowed)
- 4 times a week no more than 3 consecutive days
- Allowed from 6:00AM to 8:00PM, but no longer than 6 hours at a time



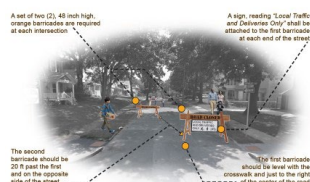
Top:
Rosedale
Farmers Market
Bottom:
Downtown
Farmers Market

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We worked closely with the non-profit organization that runs all the farmer's markets in Wyandotte County to better support urban farming in our community.

Open Streets

- Provide an expanded public realm for safe recreation
- Streets must be designated as residential, neighborhood, or local to be eligible
- Allows local traffic only
- Barricades must be easily moved to allow emergency vehicle and delivery access
- Open Street Block Captain is responsible for all maintenance and administration
- Application process and barricade standards enumerated



Department of Planning + Urban Design

Again, we still allow for the open streets program. This is essentially kind of a more semi-permanent block party type permit. It does not close the street down completely. It closes it down to through traffic so it still allows for local traffic and deliveries. It requires the dedication of a block captain to basically take the signage back and forth every day. If you've ever been in a residential street neighborhood and seen one of those little signs of a guy holding a flag that says, drive like your kids run here, is basically what open streets is. It's an awareness for people to slow down. It's run by, again, private citizens through the application process.

Conclusion

- Support local businesses, expand vibrancy of our commercial corridors, and enhance public health
- Cleaned up accessory use, outdoor vending, collection facility and donation bin sections
- Will continue to monitor and enforce standards
- Will continue to conduct outreach to business community and public



In conclusion, streets for people is about economic development, placemaking, walkability, and improving the quality of life for our citizens in Wyandotte County. When we went through all of these code sections, it also allowed us the room to make some adjustments and refinements within those sections of the code. We did find some weird stuff in there when we dug into the code and we were able to correct some of that stuff, specifically around outdoor vending collection facilities and donation bins.

Staff has been and will continue to work with enforcement staff on training to make sure that we get this right. We went back to the well with all the working groups of the previous emergency ordinances in the summer of 2020 to review these ordinances before you this evening. Staff will continue to do outreach with the business community so that we can expand these opportunities accordingly.

In conclusion, as was noted, A&HS moved this forward as well. Chapter 27 section of it was also unanimously recommended for approval by the City Planning Commission earlier this month.

I'd be happy to take any questions. Staff recommends approval.

Commissioner Bynum said I just wanted to clarify as much as we possibly can that the ordinance, Item 1, in Chapter 32, we don't seek to close a private patio of any bar or restaurant at 10 p.m. **Mr. Hand** said correct. **Commissioner Bynum** said it's not what we are doing. We did agree among the standing committee members that if under the temporary allowance, a bar or restaurant had moved an operation onto a public sidewalk or right-of-way, that would be stopped at 10 p.m. But what we're proposing tonight is on the public right-of-way or sidewalk, that's a 10 p.m. stop. If you, as a bar owner, are doing business on your private property outdoors on a patio, that is 1 a.m. I just wanted to kind of hit that again to make it very clear.

Mr. Hand said that is correct, Commissioner. 10 p.m. close for outdoor taverns, and only outdoor taverns on the public right-of-way. 1 a.m. on private property.

Commissioner Burroughs said I'm in strong support of this. I think it's long overdue. If anything, the pandemic shared with us how to change, how we approach business and make our community more welcoming. International travel, you will see this in other countries, other cities. I'm in strong support of this. I'm glad to see it come forward and be permanent to help our small businesses and encourage participation in the community, enhance our overall business community with these little cubicles along the streetways. I think it will become a normal thing as we move forward. So, I'm a strong supporter.

Mayor Garner asked, do any other commissioner have comments. Okay. Seeing none, I'll entertain a motion.

Action: **Ordinance No. O-93-22**, "An ordinance expanding the ability of businesses and individuals to sell food, drinks and merchandise on sidewalks, streets, parking lots and parklets, making permanent many of the 'Streets for People' changes previously approved and adding new language, amending Sections 32-62, 32-93, 32-96, 32-97, 32-100, 32-101, 32-102, 32-103, 32-127, 32-182, 32-183, 32-185, 32-186, 32-187, 32-188, 32-380 and 32-381 to, and removing Sections 32-180 and 32-382 from, Chapter 32, Article III of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City,

Kansas.” **Commissioner Ramirez made a motion, seconded by Commissioner Burroughs, to approve the ordinance.**

Mayor Garner said we have a motion and a second. Clerk.

Roll call was taken, “Aye,” McKiernan...

Misty Brown, Chief Counsel, said, Mayor, I just want to clarify the motion to approve as adopting the oral amendments that Mr. Hand proposed. **Mayor Garner** said I’ll refer that back to the petitioners for those motions. Clarity, who made the original motion?

Commissioner Ramirez said the motion is to approve. **Mr. Hand** said if you need, I can read the oral amendments out loud. **Mayor Garner** said yes, please.

Mr. Hand said under hours of operation for outdoor taverns, it should read food establishments shall not operate an outdoor café or walkup market outside of food establishments published hours of operation. Taverns shall not operate an outdoor tavern in the public right-of-way outside of the business’s published hours of operation. If the business’ published hours of operation goes past 10 p.m., then the outdoor tavern must cease operation in the public right-of-way by no later than 10 p.m.

Action: **Commissioner Ramirez said move to approve oral arguments submitted by staff.**

Mayor Garner said we have a motion and a second.

Commissioner Townsend asked, Mr. Hand, is there any ordinance that currently allows businesses on a private patio to be open until 1? **Mr. Hand** said I’m sorry. Could you repeat that question? **Commissioner Townsend** said the question is, is there currently any provision, an ordinance in place that allows a bar or restaurant to operate on its private patio, not in the public right-of-way, until 1? **Mr. Hand** said our current code requires all business activities to happen within four walls, so no.

Commissioner Townsend said so this would be a major change then for that type of activity outside. **Mr. Hand** said this would legalize practice for the last three decades. **Commissioner Townsend** asked, who's practice? **Mr. Hand** said certainly since the smoking ban occurred when all of that sort of got pushed out. We just never went back and addressed the code. So, this would correct all of that.

Commissioner Townsend said I'm sorry. What is it correcting? **Mr. Hand** said the non-conforming use of property based on our code that we have not been enforcing. Again, all businesses in the Unified Government are required to operate within their four walls.

Commissioner Townsend asked, but are you saying that there have been some that have not and this would bring—we're addressing those non-conforming uses now with this proposal? **Mr. Hand** said it would legalize all those non-conforming uses, correct.

Commissioner Bynum said I was just going to clarify that for Commissioner Townsend. That's exactly what we are doing. Many, many bars and taverns have been operating outdoors on private patios for a very long time and we are codifying that with this action. **Commissioner Townsend** said thank you.

Mayor Garner asked, any more discussion? For clarity, again, I know we have a motion by Commissioner Ramirez. Is there a petitioner for the second? We had a second from Commissioner Burroughs. Clerk, roll call.

Roll call was taken and there were nine "Ayes," McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 2 – 211586...ORDINANCE: AMENDING SECTIONS OF CHAPTER 27 OF THE 2008 CODE OF ORDINANCE AND RESOLUTIONS

Synopsis: At the onset of the COVID-19 pandemic, the Unified Government adopted multiple emergency ordinances relating to outdoor service and retail sales, farmer's markets, mobile vending, mobile markets, and open streets on a temporary basis that will sunset on June 30, 2022. These ordinances are now being proposed to be made permanent. Chapter 27 amendments pertain to all 'Streets for People' changes on private property, submitted by Gunnar Hand, Director of

Planning & Urban Design. This item was scheduled to appear before the Administration and Human Services Standing Committee, chaired by Commissioner Markley, on June 27, 2022. It was requested and approved by the Mayor, to fast-track this item to the June 30, 2020, full commission meeting.

Mayor Garner said I believe I'll ask Commissioner Bynum to make some remarks.

Commissioner Bynum said, Mayor, this goes along with Chapter 32. Unless Gunnar Hand has more comments to make, I would make a motion for approval.

Action: **Ordinance No. O-94-22**, “An ordinance expanding the ability of farmer’s markets, mobile vending, and mobile markets to sell food, drinks and merchandise on public rights-of-way and parking lots, and making permanent many of the ‘Streets for People’ changes previously approved and adding new language, amending Sections 27-340, 27-608, 27-609, 27-610, 27-611, 27-612, 27-613, 27-614, 27-617, 27-618, 27-619, 27-620, and 27-621 and wholly adding Section 27-622 to Chapter 27, Article VIII of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas.”
Commissioner Bynum made a motion, seconded by Commissioner McKiernan, to approve the ordinance.

Gunnar Hand, Director of Planning & Urban Design, said no further comments.

Mayor Garner said, Mr. Hand, just for clarity for those that may be watching that may need some clarity, just a brief synopsis of what this Chapter 27 of the 2008 Code entails.

Mr. Hand said Chapter 27 pertains to only uses within the parcel. Chapter 27 is the zoning code. Chapter 32 is our public right-of-way code. So, Chapter 32 dealt with all the expanded uses in the public realm and the public right-of-way. Chapter 27 addresses all the expanded uses into private property outside the building.

Mayor Garner asked, any discussion? I have a motion and a second. Clerk, roll call.

Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 3 – 211718...CONTRACT: REAL ESTATE PURCHASE AGREEMENT FOR 742 MINNESOTA

Synopsis: Option contract for real estate purchase agreement between KDG, LLC and the Unified Government for the real estate at 742 Minnesota Avenue, Kansas City, KS, submitted by Katherine Carttar, Director of Economic Development. On June 9, 2022, the Economic Development and Finance Standing Committee, chaired by Commissioner Burroughs, voted 5 to 1 to approve and forward to the full commission.

Mayor Garner said I’ll ask Commissioner Burroughs to make some remarks and a presentation will be followed by Katherine Carttar, of Economic Development.

Commissioner Burroughs said there was much discussion in reference to what the impact would be of creating a parking lot on our downtown area and the impact that it might have. There were suggestions and comments made to the developer. With that, I would ask that Katherine Carttar to discuss what the committee came forward with and what the developer has come to present this evening.

Katherine Carttar, Director of Economic Development, said this is the Brotherhood Bank building. As was approved in the Consent Agenda today, some of the things that the developer—this was long time owned by the Brotherhood Bank. About four years ago, was sold to a developer who’s interested in kind of renovating it fully. Has spent the last couple of years going through the process and putting it on the historic designation both with the state and the federal level. They’ve received a historic tax credit for this project, so we’re very encouraged by what their plan is for this building.

They’re looking to do 29 residential units and then have the rest be brought up to really class A style office space. This is a huge need for our downtown. We have a lot of space, but a lot of it needs really significant renovation at the owners’ expense. So, this would actually provide a significant amount of office space that a number of small businesses would be able to rent.

The question in front of you today is regarding the property just to the east of this building. This is a property that was the former EPA building. It has been in the Unified Government's ownership since 2014. It has been emptied for decades. It is in very bad condition. I personally have gone through with a number of contractors and tried to come up with creative ways to reuse this building and renovate it. Every single one of them has said when we left that it should be torn down. It is not historic. I've had historic folks also come and look at it. That does not mean that our only choice is to demolish it, but that is the choice in front of us today.

So, the request would be to demolish the building. They would pay all the back taxes for it. Demolish it and turn it into a surface lot. That surface lot would be used specifically to service the residential units. So, the thought is that those residential units, if you are wanting to make sure that those are competitive units for our downtown, you need to have a secured, well lit, approximate parking that would go along with that building.

One of the robust conversations that we've had in the standing committee was, what would that look like. So, if we are going down the direction of having a surface lot in this location, we want to make sure that it is elevated, it looks elevated in design, not in height. But a highly elevated design that would look good from the street.





It would not just look like a gaping hole as others may—there are some lovely renderings. I think the long and the short of it is that from staff’s perspective, this is no one’s first choice, however, we do feel that this is kind of the necessary next steps in terms of getting what we are looking for with the Brotherhood Bank building and ensuring that we get some get use and complete renovation of that building. We view this as what we would recommend.

Any questions?

Commissioner McKiernan said as I said in the standing committee, in an ideal world, this building would stay up. This is not an ideal world. I am convinced that this is right now the best use for this property. I think the developer’s going to work hard to make this an asset on that block, even though the building will be gone, it will be a positive presence on that block. When the time is appropriate, I would be glad to move for approval of this item.

Action: **Commissioner McKiernan made a motion, seconded by Commissioner Johnson, to approve.**

Commissioner Burroughs said there was much discussion in reference to that. We talked about keeping the façade. If the Commission will remember, we had a presentation made by the Landmarks Commission. One of the comments that stood out to me was demolition by neglect. That’s where we are with this particular building, but it still has a beautiful façade on the front. So, members of the committee strongly suggested instead of having just a bare parking lot that would not be an enhancement to our featured storefronts all along Minnesota Ave., to give consideration to keeping the façade or building a façade and a fence. And we wanted to address

the safety issues of them going in and out of the parking lot. So, Katherine, I do hope that there's been some progress in that so that we'll have a chance to hear it this evening.



Ms. Carttar said this building here on the right, that's the one that we're referring to.



This is a first pass rendering of what the lot could look like.



As you can see, trying to have some different stone, make this more appealing. This would have to go through the planning process. I know our Director of Planning & Urban Design has kind of looked at it and given some early comments, so I think there's a long way to go. We will certainly keep working to ensure that if this does become a surface lot, it will be a nice surface lot and look good from Minnesota so that it does not detract from the rest of the block that is quite intact.

Commissioner Townsend said I agree with my fellow Commissioners McKiernan and Burroughs that this may not be the desired choice that we have to demolish the building, but I agree with them that this would be an improvement to new development on the block. I have to commend the developer for hearing the comments of my fellow commissioners and me about enhancing the parking lot in some fashion. These renderings were not even available to us during the discussion at standing committee. So, it appears from their submission, that they gave promise consideration to work and come forward with something to enhance just the lot. So, the absence of the building wouldn't be as great. I support them.

Mayor Garner asked, any further discussion? Seeing none, we have a motion and a second, I believe, for approval. Is that correct? Okay. Clerk, roll call, please.

Roll call was taken and there were nine "Ayes," McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 4 – 211727...ORDINANCE: ADOPTING THE BUILDING AND SAFETY CODE **1**

Synopsis: The most recent building and safety code adoption for the City of Kansas City, KS, occurred in 2016 with the 2012 I-Codes and the 2009 IECC. The International Code Council (ICC), a developer and publisher of model codes, is on a 3-year update cycle. The City of Kansas City, KS, has opted in the past to adopt the International Codes, or I-Codes, every other cycle, which equates to every 6 years. The 2018 suite of building and safety codes is the next round in the 6-year cycle, submitted by Greg Talkin, Anthony Hutchingson, and Patrick Holton, NRC. The following codes will be adopted under a single ordinance:

- 2018 International Building Code (IBC)
- 2017 NFPA 70 - National Electrical Code (NEC)
- 2018 International Mechanical Code (IMC)
- 2018 Uniform Plumbing Code (UPC)
- 2018 International Property Maintenance Code
- 2018 International Energy Conservation Code (IECC)
- 2018 International Existing Building Code (IEBC)

This item was previously before the full Commission on May 26, 2022.

Mayor Garner said I'll turn the matter over to Greg Talkin, Director of Neighborhood Resource Center, for his presentation.

Greg Talkin, Director of Neighborhood Resource Center, said I'll try to provide an explanation of where we're at this moment because what we're presenting to you tonight is a little bit different than the way we presented last time. Last time, we tried to put this all in one package, which it would have been one vote or ten votes. I'm not too sure how that would have worked. But this time, we're breaking it up into three different packets.

Item 1 of 3: Codes being Proposed:

Our most recent code adoptions occurred in 2016 with the 2012 Codes and the 2009 International Energy Conservation Code (IECC).

The following codes will be adopted under a single ordinance:

-
- | | |
|--|---|
| • 2018 International Building Code (IBC) | • 2018 Uniform Plumbing Code (UPC) |
| • 2018 International Existing Building Code (IEBC) | • 2017 NFPA 70 - National Electrical Code (NEC) |
| • 2018 International Mechanical Code (IMC) | • 2018 International Property Maintenance Code |
| • 2018 International Energy Conservation Code (IECC) | |

The first package will be seven of those codes that we recommended for adoption, as staff. These are the codes that—I'll go over them real quick. They're the International Building Code, the International Existing Building Code, the International Mechanical Code, the International Energy Conservation Code, Uniform Plumbing Code, NFPA 70 Electrical National Code, and International Property Maintenance Code. None of those codes had any type of discussion throughout the governing body process. There were no issues or concerns brought up about them. So, that will be Item No. 1 that will be discussed.

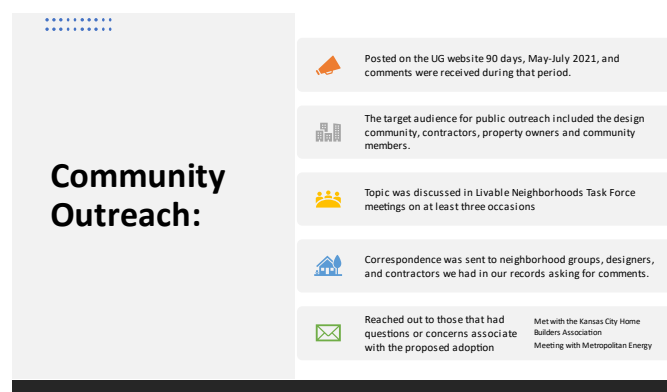
Item No. 2 is broken out separately because it's in Chapter 15. It's not in Chapter 8 like the majority or all of the other ordinances that we're proposing. It will be the Fire and Life Safety Code, the IFC and the Life Safety Code 2018 version.

Once again, throughout the process of being in front of standing committee and the governing body, there was never any discussion by the public or anything on concerns with the adoption of these standards.

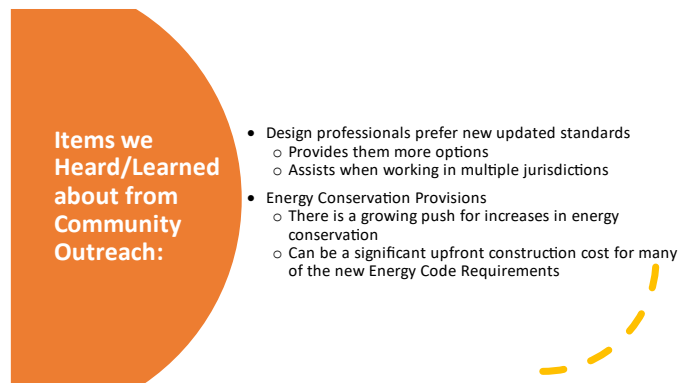
Item No. 3 that we'll present at the end, that will be the one that's had the most discussion throughout this whole process, the Residential Code. On the energy provisions is where the discussions have been. I will tell you on Item No. 3, you will have, once again, as requested by the standing committee, you'll have three options there so you have three separate ordinances for that presentation and that ordinance request.



So going back to Item No. 1. Once again, we've been to standing committee on a few occasions and full commission back on the 26th.



I'm going to go over this slide. This one, it's in the other slide because community input and output is very important, but we did several things in an effort to do community outreach during the pandemic. We did post this on the website for 90 days and then we requested comments through that process. Our target outreach audience was the design community, contractors, property owners, and community members. The topic was discussed in Livable Neighborhoods Task Force on at least three separate occasions. We did send correspondence out to neighborhood groups, designers, and contractors. We had in our records asking for comments. We did reach out in a number of instances where there were concerns expressed to talk to those individuals and work through those issues. Two of those were the Kansas Home Builders Association and Metropolitan Energy.



So, on these codes and standards, the issues we heard, design professionals preferred new updated codes and standards. It offers them a lot of options because design and technology and construction practices change and allows newer practices. It also helps align us with our metro jurisdictions that have already adopted this code making it easier for contractors to know what they're doing and not requiring anything special and above what other jurisdictions request.

This also had concerns brought up about the energy code and conservation provisions because before it got to standing committee, we actually did have some amendments in there, but we modified, actually amended all of the amendments through that process on the commercial side. I'll talk briefly about that again here in another slide.

Local-Regional Adoptions:

Efforts to be similar/consistent with surrounding jurisdictions

- Easier for designers and contractors to design and build
- Easier to educate contractors
- Easier to educate/train our staff
- Easier to enforce

City/County	Codes Adopted	IECC	City/County	Codes Adopted	IECC
	International Building Code	International Energy Conservation Code		International Building Code	Energy Conservation
KCK - current	2012	2009	Leawood	2018	2018
KCK - proposed	2018	2018	Olathe	2018	2018
Bonner Springs	2015	n/a	Gardner	2018	n/a
Edwardsville	2012	n/a	Fairway	2012	2012
De Soto	2018	2018	Spring Hill	2006	n/a
Mission Hills	2018	2018	Johnson County	2018	2018
Shawnee	2018	2018	Douglas County	2012	n/a
Lenexa	2018	2012	Lees Summit Mo	2018	n/a
Overland Park	2018	2018	Kansas City Mo	2018	2012
Prairie Village	2018	2018	Gladstone Mo	2021	2021

So, this is a chart of all of the majority of local jurisdictions around us making it clear that our goal here throughout this process, once again, is try to be consistent across the metro area making it easier to understand what we're requiring by the contractors and the general public, not being somebody that is requesting something above and beyond what others do and we have a contractor come here and start something and not realize that we have more stringent requirements. It's also easier to educate staff. It's easier to find education.

2018 International Property Maintenance Code® (IPMC®)

Amendments:

- Clarification on weatherization issues associated with Industrial areas/buildings.
- Brought over the same Administrative Amendments from Previous Adoption:
 - Enforcement and Penalties including Administrative Citations
 - To align provisions with State Statutes including notice requirements

In the 2018 International Property Maintenance Code, just a couple of amendments. We make clarification on weatherization issues associated with industrial areas, buildings in industrial areas. Basically, the clarification wasn't there. A building that is constructed of materials that are weatherized in the first place, they don't need to be painted or repainted.



Amendments:

- Brought over the same Administrative Amendments from Previous Adoption
- Align provisions with State Statutes including notice requirements

Then there's the 2018 International Building Code. We made no amendments to the actual code itself. We made amendments to the administrative portions just mainly to lineup with what we had in the past, but also to match state statutes and notice provisions that are required by the state.



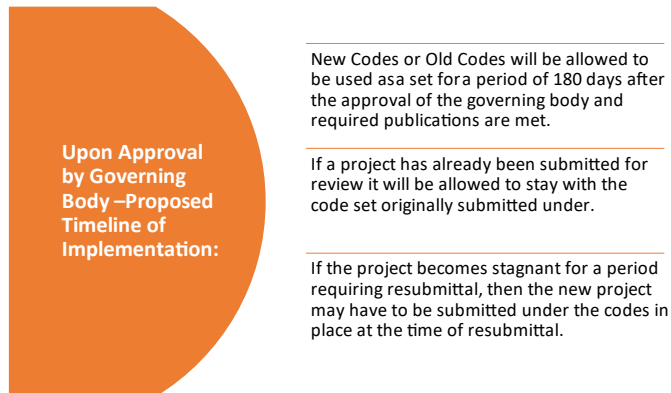
Amendments:

- Note changes from previous proposed ordinance
- Clarification added
 - One- and Two-Family Dwellings three stories or less covered by the International Residential Code IRC

The 2018 International Energy Conservation Code. The one amendment I referenced a while ago that we have in there, I need to back up just a hair. I'm going to try my best not to confuse this. The International Energy Code is the code, of course, that covers energy. It covers commercial and it does cover residential. When we get to the residential code, as I stated in previous meetings, the residential code is a one code for building one- and two-family dwellings, three stories or less. You don't have to go to any other code book. You can build completely out of that code book if you're doing a prescriptive method.

When we only had the one option, we originally had carried over what we were proposing in the amendments, which is now Option A, into this code. We didn't realize that until we reviewed it before we brought it before you. So, we removed that amendment out of there. What we put back in its place is to refer to the clarification and that is one- and two-family dwellings,

three stores or less, covered by the International Residential Code and referring you to that code and that way, no matter what option's adopted tonight in that code, it's referred to here for that purpose.



Once again, none of these standards really have been questioned once brought to the governing body. If adopted, upon approval, the new codes and the old codes will be accepted for a period of six months after the publication. If a project's been submitted for review, it will be allowed to stay with the codes that it's originally submitted under. If a project becomes stagnant in the review process and the individuals are notified that they have to renew their submission, then the new project may have to be submitted under the new codes in place at the time of resubmittal.

I do want to go back and add one clarification with the top item. Something was brought to my attention. They all have to choose the set of codes they're submitting under, new or old. They can't pick and choose between the 2012 and the 2018. It has to be the entire set because they're made to work together.

That's the end of this presentation. Request for the first set.

Mayor Garner said before we go to the Commission, I believe we have—I'm going to allow for public comment. Clerk, is that online? **Ms. Sparks** said we do not have any hands raised.

Commissioner McKiernan said so, Mr. Talkin, just to clarify that all of the items in our Agenda Item No. 4, which is an ordinance adopting the Building and Safety Code 1, all of these, what is it, seven individual items under here, if we approve these, we are adopting staff recommendations. These are not the points where we've had much discussion about what we should do going

forward. These are ones in which there has been no disagreement among all the parties and we would be accepting staff recommendations and move forward with these.

Mr. Talkin said you're correct. There's been no discussion on these in any commission or standing committee.

Commissioner McKiernan said when the time is appropriate, I would move to approve as submitted.

Action: **Ordinance No. O-95-22**, “An ordinance relating to adoption of the updated suite of international building codes contained in Chapter 8, Articles II (2018 International Building Code), III (2017 NFPA 70 Electrical Code), V (2018 International Mechanical Code), VI (2018 Uniform Plumbing Code), VIII (2018 International Property Maintenance Code), XVI (2018 International Energy Conservation Code), and XVII (2018 International Existing Building Code), and amending original Sections 8-23, 8-24, 8-58, 8-125, 8-126, 8-281, 8-282, 8-350, 8- 351, 8-431, 8-432, 8-653, 8-654, 8-655, and creating new sections 8-656, 8-657, and 8-658 of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas.” **Commissioner McKiernan made a motion, seconded by Commissioner Johnson, to approve the ordinance.**

Mayor Garner asked, is there any more discussion? Questions? I have a motion and a second for approval. If there is no further discussion, Clerk, roll call.

Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 5 – 211728...ORDINANCE: ADOPTING THE 2018 LIFE SAFETY CODE AND INTERNATIONAL FIRE CODE

Synopsis: The most recent building and safety code adoption for the City of Kansas City, KS, occurred in 2016 with the 2012 I-Codes and the 2009 IECC. The International Code Council (ICC), a developer and publisher of model codes, is on a 3-year update cycle. The City of Kansas City, KS, has opted in the past to adopt the International Codes, or I-Codes, every other cycle,

which equates to every 6 years. The 2018 suite of building and safety codes is the next round in the 6-year cycle, submitted by Greg Talkin, Anthony Hutchingson, and Patrick Holton, NRC. The following codes will be adopted under a single ordinance:

- 2018 Life Safety Code
- 2018 International Fire Code

This item was previously before the full Commission on May 26, 2022.

Mayor Garner said I'll turn this matter over again to Mr. Greg Talkin, Director of the Neighborhood Resource Center.



Fire and Life Safety Code Adoption and Amendments

June 30, 2022

Unified Government Board of Commissioners Meeting

Presented/Prepared by: Greg Talkin, NRC Director
John Dropelman, Fire Marshal

Greg Talkin, Director of the Neighborhood Resource Center, said once again, this is item two of three.

Item 2 of 3: Codes being Proposed:

The most recent Fire and Life Safety Code adoptions for the City of Kansas City, KS occurred in 2016 with the 2012 International Fire Code and the 2012 NFPA Life Safety Code. The International Code Council (ICC) and the National Fire Protection Association (NFPA) are both developers and publishers of model codes, that are updated on a 6-year cycle.

The following codes will be adopted under a single ordinance:

- **2018 International Fire Code (IFC)**
- **2018 NFPA 101-Life Safety Code**

It's a request to adopt the 2018 International Fire Code, the IFC, and the 2018 NFP 101-Life Saving Code. We once again brought this before several standing committee meetings and the governing body. This is another one that there's been no real input, well, there hasn't been any input or requests from the public for discussion on these two codes. These two codes need to line up, at least the International Fire Code needs to line up with at least the IBC at the most. All the jurisdictions put up there before that have adopted the IBC in those packages have adopted the

June 30, 2022

IFC. A few of them have adopted the Life Safety Code, but every one of them had adopted the IFC.

Community Outreach:

- Posted on the UG website 90 days, May-July 2021, and comments were received during that period.
- The target audience for public outreach included the design community, contractors, property owners and community members.
- Topic was discussed in Livable Neighborhoods Task Force meetings on at least three occasions
- Correspondence was sent to neighborhood groups, designers, and contractors we had in our records asking for comments.
- Reached out to those that had questions or concerns associated with the proposed adoption
- Met with the Kansas City Home Builders Association
- Meeting with Metropolitan Energy

Once again, outreach was the same.

Local-Regional Adoptions:		City/County	Current Fire Code (IFC) Adopted	City/County	Current Fire Code (IFC) Adopted
Efforts to be similar/ consistent with surrounding jurisdictions - Easier for designers and contractors to design and build - Easier to educate contractors - Easier to educate/train our staff - Easier to enforce		KCK - current	2012	Prairie Village	2018
		Bonner Springs	2015	Leawood	2018
		Edwardsville	2012	Olathe	2018
		Fairway	2012	Spring Hill	2006
		De Soto	2018	Gardner	2018
		Mission Hills	2018	Johnson County	2018
		Edgerton	2006	Douglas County	2012
		Shawnee	2018	Lees Summit Mo	2018
		Lenexa	2018	Kansas City Mo	2018
		Overland Park	2018	Gladstone Mo	2021

There's the cities again, all the same. Codes adopted. Same reason, trying to—for ease of designers and contractors. Equal to or close to what the majority of the metro areas have adopted.

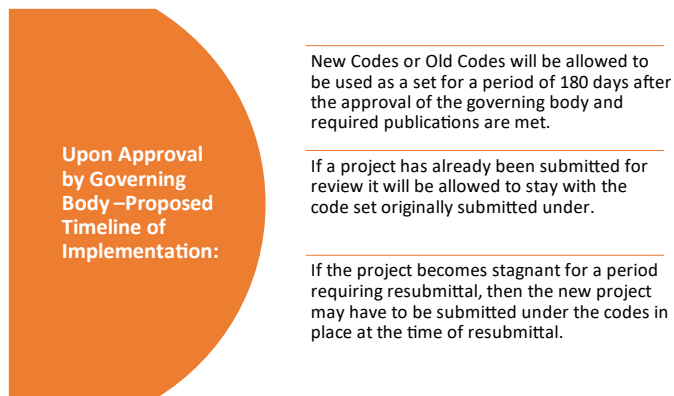
2018
International
Fire Code®
(IFC®)

Amendments:

- Developments of 1 or 2 family dwellings where the number of dwelling units exceeds 75 (increased from 30) shall have separate approved fire apparatus access roads
- The Fire Code Official shall have the authority to issue a municipal summons and/or tow illegal parked vehicles in designated fire apparatus access lanes and parked within 15-feet of a fire hydrant, at the owner's expense.
- A fire safety and evacuation plan shall be prepared and maintained for buildings containing Group F or S1 occupancies where certain conditions apply.
- Fire Access Road Language added: The curb, or pavement if a curb is absent, shall be painted red, 4 -inch wide stripes when pavement is marked, with white 3 -inch letters indicating "NO PARKING FIRE LANE".
- Administrative provisions that put us in line with other UG ordinances
- Administrative provisions to meet State of Kansas requirements

So, the amendments in the code here. Development of one or two family dwellings with a number of the dwelling units that exceed 75 shall have separate approved fire apparatus access roads. The code reads 30. They've increased it to 75 to keep continuity, which happened in the past.

The Fire Code official shall have the authority to issue a municipal summons and/or tow illegal parked vehicles in designated fire apparatus access lanes and parked within 15 feet of a fire hydrant at the owner's expense. Fire safety and evacuation plans shall be prepared and maintained for buildings containing Group F and S1. Occupancies for certain conditions apply. Fire access road lanes were added. The curb or pavement. If a curb is absent, shall be painted red, four-inch wide stripes when pavement is marked, with white 3-inch letters indicating no parking, fire lane. That amendment is just to clarify size and what they wanted there. Administrative provisions that put us in line with other UG ordinances and administrative provisions to meet the state of Kansas requirements.



Once again, the same policy for the adoption if approved.

Commissioner McKiernan said so once again, Mr. Talkin, just to clarify that these are coming forward as staff recommendations as they have been all along. Adopting this would put us on a par with other jurisdictions, and we have not had conversation or disagreement about these 2018 Life Safety Code and 2018 International Fire Code. **Mr. Talkin** said that's correct, Commissioner.

Action: **Ordinance No. O-96-22**, "An ordinance relating to adoption of the updated suite of life safety and international fire codes contained in Chapter 15, Articles II (2018 Life Safety Code) and III (2018 International Fire Code), and amending original Sections 15-21, 15-52, and 15-54 of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas." **Commissioner McKiernan made a**

motion, seconded by Commissioner Johnson, to approve the ordinance as submitted.

Mayor Garner asked, is there any further discussion? Seeing none, I have a motion and a second to approve. Clerk, roll call.

Roll call was taken and there were nine “Ayes,” McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 6 – 211729...ORDINANCE: ADOPTING THE 2018 INTERNATIONAL RESIDENTIAL CODE

Synopsis: The most recent building and safety code adoption for the City of Kansas City, KS occurred in 2016 with the 2012 I-Codes and the 2009 IECC. The International Code Council (ICC), a developer and publisher of model codes, is on a 3-year update cycle. The City of Kansas City, KS has opted in the past to adopt the International Codes, or I-Codes, every other cycle, which equates to every 6 years. The 2018 suite of building and safety codes is the next round in the 6-year cycle, submitted by Greg Talkin, Anthony Hutchingson, and Patrick Holton, NRC. The International Residential Code for One- and Two-Family Dwellings is presented with three options from which the Commission may choose and will be adopted under a single ordinance:

- 2018 International Residential Code for One- and Two-Family Dwellings (IRC), Option A
- 2018 IRC, Option B
- 2018 IRC, Option C

This item was previously before the full Commission on May 26, 2022.

Mayor Garner said I’ll turn this matter over again to Mr. Greg Talkin, Director of the Neighborhood Resource Center.



Residential Code Adoption and Amendments

June 30, 2022

Unified Government Board of Commissioners Meeting

Presented/Prepared by: Greg Talkin, NRC Director

Greg Talkin, Director of the Neighborhood Resource Center, said this is the Residential Code.

Item 3 of 3: Residential Code being Proposed:

Our most recent code adoptions occurred in 2016 with the 2012 International Residential Code (IRC).

The following code will be adopted under a single ordinance:

- **2018 International Residential Code(IRC)**

This is the one code that had a lot of discussion throughout the process, both before and even to the governing body in several governing body meetings.

NCD
Standing
Committee
and Full
Commission
Meetings:

NCD Standing Committee

- January 3, 2022 - For Information Only
- February 7, 2022
- April 4, 2022
- May 9, 2022- "Option B" Passed by Committee (5 -1 vote)

Full Commission

- May 26, 2022- Held over for 30 days

Once again, same process as the other codes that we've been through in the standing committee and full commission.

June 30, 2022

Community Outreach:

-  Posted on the UG website 90 days, May-July 2021, and comments were received during that period.
-  The target audience for public outreach included the design community, contractors, property owners and community members.
-  Topic was discussed in Livable Neighborhoods Task Force meetings on at least three occasions
-  Correspondence was sent to neighborhood groups, designers, and contractors we had in our records asking for comments.
-  Reached out to those that had questions or concerns associated with the proposed adoption
-  Met with the Kansas City Home Builders Association
Meeting with Metropolitan Energy

Same community outreach.

Local-Regional Adoptions:

Efforts to be similar/consistent with surrounding jurisdictions

- Easier for designers and contractors to design and build
- Easier to educate contractors
- Easier to educate/train our staff
- Easier to enforce

City/County	Code Adopted	IECC	City/County	Code Adopted	IECC
	International Residential Code	International Energy Conservation Code		International Residential Code	Energy Conservation
KCK - current	2012	2009	Leawood	2018	2018
KCK - proposed	2018	2018	Olathe	2018	2018
Bonner Springs	2015	n/a	Gardner	2018	n/a
Edwardsville	2012	n/a	Fairway	2012	2012
De Soto	2018	2018	Spring Hill	2006	n/a
Mission Hills	2018	2018	Johnson County	2018	2018
Shawnee	2018	2018	Douglas County	2012	n/a
Lenexa	2018	2012	Lenexa Summit Mo	2018	n/a
Overland Park	2018	2018	Kansas City Mo	2018	2012
Prairie Village	2018	2018	Gladstone Mo	2021	2021

Here, this probably becomes a little bit more important to express my concerns and trying to document staff's recommendation here. This is our effort, once again, to adopt similar to what the majority of the jurisdictions around us have adopted. It's all about simplicity, trying to make it easy for contractors to build here. Not to require anything above and beyond, or at least not too much above and beyond what other cities are requiring. What staff is recommending puts us in line with the majority of the metro area jurisdictions.

Past Concerns

- The item(s) of concern were around the amendments in the Energy provisions in the IRC.
 - Proposal from staff is an effort to be in line with majority of metropolitan jurisdictions that have adopted the 2018 standards.
 - Concerns that the proposed amendments weakened the energy provisions
 - Concerns that increased energy efficiency requirements significantly increase price of home
 - No options for Commission to consider outside of staff recommendations.
- Lower Energy Efficiency Requirements=
 - Lower Consumer Purchase Price
 - Higher Utility Bills
- Higher Energy Efficiency Requirements=
 - Higher Consumer Purchase Price
 - Lower Utility Bills

Some of the concerns to this process. The proposal from staff is an effort to be in line, once again, with the majority of the metropolitan jurisdictions that have adopted the 2018 standards. Concerns that the proposed amendments weaken the energy provisions. Once again, I'll clarify that the discussion has all been around in this code, the energy provision of this code. Nothing else has really been questioned since it's been to the governing body or discussed.

Concerns that increased energy efficiency requirements significantly increase the price of homes possibly knocking some homebuyers out of their ability to buy a house. No options originally were proposed for Commission to consider outside of staff's recommendations.

I'm going to add—just kind of go back over kind of two separate bullets that were up above just to make sure and to be clear. Lower energy provisions requirements would lower the consumer purchase price of a home. May result or probably result in somewhat a little bit higher utility bill. Higher energy efficiency requirements would mean the homebuyer is going to be purchasing a property at a higher price but, in turn, lower utility bills.

Option A (Staffs Recommendation)	Option B (Passed by NCD Standing Committee 5-1 vote)	Option C
1102.1.2 (R402.1.2)-Wood frame wall cavity insulation amended to R-13 - Section N1102.4.1.2 -Amended the building leakage rate to 5 air changes per hour and eliminated climate zones outside our area. Testing is required. - Section N1102.4.4 Rooms Containing Fuel Burning Appliances - This section was deleted - Section N1103.3.5 Building Cavities is amended to read as follows: Building framing cavities shall not be permitted to be used as supply ducts. Building framing cavities used as ducts or plenums shall be sealed to prevent leakage through the thermal envelope. These cavities are used as part of the return air system. These ducts shall be sealed per Sections M1601.4.1 joints, seams, and connections in association of Section N1103.3. These ducts are not located in exterior walls and therefore are within the thermal envelope. - Table N1106.4 - This Table was amended to an ERI of 80.	- Table 1102.1.2 (R402.1.2)-Wood frame wall cavity insulation amended to R-15 - Section N1102.4.1.2 -Amended the building leakage rate to 5 air changes per hour and eliminated climate zones outside our area. Testing is required. - Section N1102.4.4 Rooms Containing Fuel Burning Appliances - This section was deleted - Section N1103.3.5 Building Cavities is amended to read as follows: Building framing cavities shall not be permitted to be used as supply ducts. Building framing cavities used as ducts or plenums shall be sealed to prevent leakage through the thermal envelope. These cavities are used as part of the return air system. These ducts shall be sealed per Sections M1601.4.1 joints, seams, and connections in association of Section N1103.3. These ducts are not located in exterior walls and therefore are within the thermal envelope. - Table N1106.4 -This Table was amended to an ERI of 75.	No Amendments Adopt as Written

So, at this time, I tried my best to put all the options side by side. They've previously been on separate slides. These are all of the amendments that are proposed for both A and B options. The amendments that are proposed, the two items that are different are highlighted, so let me go over Option A real quick.

So, in Option A, staff is recommending that wall construction be allowed to be built with an R-13 insulation value. Amend the building leakage rate to 5 air changes per hour and eliminate climate zones outside our area. With eliminating climate zones, you don't really need them. We're just taking the ones out that don't matter. Rooms containing fuel burning appliances, we're deleting that section out. Building cavities that are used for return air plenums that are not in exterior walls, they must be sealed—would be allowed to be used. Then the last item, well, let

me note that the seams would have to be tapped and sealed in that cavity. Then the last item we amended, the ERI, which is the energy rating index, to 80.

Option B is exactly the same with the exception we're increasing the wall frame cavity insulation to R-15, which still can be done in a 2x4 wall. It doesn't require any type of change in the construction techniques that are used with R-13. Then the last one is an increase in the ERI to 75 on Option B.

Option C is no amendments. It's to adopt as written.

	Fenestration U-factor Footnote b	Skylight U-factor Footnote b	Glazed Fenestration SHGC Footnote b	Ceiling R-Value Footnote g	Wood Frame Wall R-value	Mass Wall R-value	Floor R-Value	Basement Wall R-Value Footnote c	Slab R-Value & Depth	Crawl Space Wall R-value Footnote c	Energy Rating Index
	lower is better	lower is better	lower is better	higher is better	higher is better	higher is better	higher is better	higher is better	higher is better	higher is better	lower is better
2018 IRC/IECC UG Current (2009)	0.32	0.55	0.40	49	20 or 13+5	8/13	19	10/13	10, 2 ft	10/13	62
UG Option A	.35	.60	NR	38	13	5/10	19	10/13	10, 2 ft	10/13	baseline
UG Option B	.32	0.55	0.40	49	15	8/13	19	10/13	10, 2 ft	10/13	75
UG Option C	0.32	0.55	0.40	49	20 or 13+5	8/13	19	10/13	10, 2 ft	10/13	62
Shawnee	0.32	0.55	0.40	49	13	8/13	19	10/13	NR	10/13	80
Overland Park	0.34	0.55	0.31	49	13	8/13	30	10/11, 3 ft	10, 2 ft	10/13	68
Prairie Village	0.32	0.55	0.40	49	15	8/13	19	10/13	10, 2 ft	10/13	68
Lenexa	0.32	0.55	0.40	49	13	8/13	19	10/13	NR	10/13	80
Leawood	0.32	0.55	0.40	49	13	8/13	19	10/13	NR	10/13	80
Olathe	0.32	0.55	0.40	49	13	8/13	19	10/13	NR	10/13	80
Gardner	0.32	0.55	0.40	49	13	8/13	19	10/13	NR	10/13	80
Kansas City, Missouri	0.32	0.55	0.40	49	13	8/13	19	10/13	10, 2 ft	10/13	75
Johnson County	0.32	0.55	0.40	49	13	8/13	19	10/13	NR	10/13	80
Gladstone (202)	0.32	0.55	0.40	38	13	8/13	19	10/13	10, 2 ft	5/13	56
	doesn't meet 2018		meets 2018		doesn't meet 2018, but closer than majority of metro		outlier/requires explanation		doesn't meet 2018, but closer than all others in the metro		

So, the colors don't show up real close here, but the point to be made is that all of the green throughout there are consistent. The two columns that are under question here are the R value in the wall and if you look down through that section, you will see most jurisdictions adopted R-13. Then, the same with the energy rating index. If you look over in that in the very last right-hand column, you will see that the majority of the jurisdictions adopted ERI 80. We are proposing, as staff option, for an ERI of 80 for Option A and then Option B is 75. Option C is the full standard, as adopted, would be 62.

Over on the insulation section, Option A is 13, Option B is 15 with the R value. Option C would go to 20 or a 13+ 5, which is basically using—you can still get away with 2x4 studs, but you'd have to put an R-5 somehow on the outside of that increasing the cost significantly and still having to extend door frames and window frames, plus the additional cost of some possible framing issues around having foam or wind bracing purposes.

	Option A	Option B	Option C
Section N1103.3.5 Building Cavities.			
Options A - Amended this section-Section N1103.3.5 Building Cavities is amended to read as follows: Building framing cavities shall not be permitted to be used as supply ducts. Building framing cavities used as ducts or plenums shall be sealed to prevent leakage through the thermal envelope. These cavities are used as part of the return air system. These ducts shall be sealed per Sections M1601.4.1 joints, seams, and connections in association of Section N1103.3. These ducts are not located in exterior walls and therefore are within the thermal envelope.			
Option A- Same as Option A	No Additional Cost	No Additional Cost	
Option C- No Amendments as wrote			\$750.00
Table N1106.4			
Option A- This Table was amended to an ERI of 80.			
Option B- This Table was amended to an ERI of 75 (Furnace and Heat Pump- To get to the rating a 2 stage furnace and AC would be needed-96% furnace/16 SEER AC)	No Additional Cost		
Option C- No Amendments as wrote- ERI of 62 (Furnace and Heat Pump- To get to the rating a 2 stage furnace and AC would be needed-96% furnace/16 SEER AC)		\$4,530.00	
Real Estate Commission, Builder overhead and profit	\$225.00	\$3,795.00	\$4,120.00
TOTAL ADDITIONAL ESTIMATED COST TO CONSUMER TO MEET ENERGY CODE OPTION	\$900.00	\$9,000.00	\$20,000.00
Source: This information has been provided by the KCHBA and a local builder			

So, in this process, I think it was Commissioner Burroughs had asked if we could reach out and get some pricing on what the effects of the adoption of the standards would bring forward. On the very end of this slide, we had—I did as I reached out to both Kansas City Home Builders Association and I reached out to Emily Wolfe with Energy Compliance and asked for them to provide information to what they see the increased cost for each one of these options would be.

The local builder in our jurisdiction submitted this work. So, what he has estimated is that for Option A, once again we are having some increases, would be \$900 basically to the homebuyer because he has included building overhead and that. Option B would add approximately an additional \$9,000 to the price of the home to the purchaser. Option C, the full compliance, would add an additional approximately \$16,000-\$20,000 to the homebuyer.

Information Provided by Metropolitan Energy Efficiency Alliance

Comparison of Current Kansas City Code against the 2018 IECC
 If the unamended 2018 IECC were adopted, a future homeowner could expect to reduce energy use by 29% and save ~\$267 per year on energy bills.

	Annual Energy Savings Per Home	Annual Energy Cost Savings Per Home	Estimated Incremental Costs ²	Simple Payback Period ²	Net Positive Cash Flow ²	Life-Cycle Cost Savings ²
Climate Zone 4	42.2 MMBTU	\$267	\$4013	15 years	4 years	\$1501

What we received from Metropolitan Energy is basically what it would cost, what they estimate the cost to be from going from the code that we're under currently up to the 2018, they estimated \$4,000. I don't know if that includes any type of overhead or any of that cost, or if it's just straight construction costs. I'm not sure. But somewhere between all of those values lies what the additional costs would cost the homebuyer in the end.

Additional Cost Information Provided by KCHBA(2019 Data)

Item	House: 2444 Sq Ft 2 story
Ext Wall 2X6, jam extensions	\$4,250
Mechanical Ventilation	\$780
Sealed combustion furnace & Calculations	\$1,300
R49 ceiling & raised heel	\$770
Basement Insulation	\$1,500
Return air in metal	\$1,800
Sealed Water Heater	\$390
Blower Door Testing	\$750
TOTAL	\$11,540

This is one more cost that was provided by HBA, however, it was done in 2019, pre-pandemic, so the values that are provided there, I'm assuming, have significantly increased due to materials and labor.

Wrap up Comments:	
• All options provide additional energy efficiencies over what we currently have adopted • Cost Estimates for meeting code requirements were provided in the last meetings ◦ Reached out to both KCHBA and Metro Energy for information that was provided • Options provided to the Governing Body for consideration • Staffing Recommendations/Resources to implement and enforce major energy provision changes	

	Fenestratio U-factor	Skylight U-factor Footnote b	Glazed Fenestratio SHGC Footnote b	Ceiling R-Value Footnote b	Wood Fram Wall R-value	Mass Wall R-value	Floor R-Value Footnote c	Basement Wall R-Value Footnote c	Slab R-Value & Depth	Crawl Space Wall R-value Footnote c	Energy Rating Index
	lower is better	lower is better	lower is better	higher is better	higher is better	higher is better	higher is better	higher is better	higher is better	higher is better	lower is better
UG Current (2009)	.35	.60	NR	38	13	5/10	19	10/13	10, 2 ft	10/13	baseline
UG Option A	.32	0.55	0.40	49	13	8/13	19	10/13	10, 2 ft	10/13	80
UG Option B	.32	0.55	0.40	49	15	8/13	19	10/13	10, 2 ft	10/13	75
UG Option C	0.32	0.55	0.40	49	20 or 13+5	8/13	19	10/13	10, 2 ft	10/13	62

To kind of go back over and wrap-up, once again, all the options that staff has provided does have some form of increase in energy efficiency, one way or another. Cost estimates for meeting those code requirements were provided in this meeting, once again, from the Home Builders Association and Metro Energy. We did provide the options to the government body. You have three options to consider. Staff, once again, because of resources and just simplicity, we are recommending Option A. Below is the same chart, basically, just going and providing the options below that we're considering.

**Upon Approval
by Governing
Body –Proposed
Timeline of
Implementation:**

New Codes or Old Codes will be allowed to be used as a set for a period of 180 days after the approval of the governing body and required publications are met.

If a project has already been submitted for review it will be allowed to stay with the code set originally submitted under.

If the project becomes stagnant for a period requiring resubmittal, then the new project may have to be submitted under the codes in place at the time of resubmittal.

The last slide is no different for this code than the other codes that we proposed.

Commissioner McKiernan asked, can we go back?

Option A (Staffs Recommendation)	Option B (Passed by NCD Standing Committee 5-1 vote)	Option C
1102.1.2 (R402.1.2) Wood frame wall cavity insulation amended to R-13 - Section N1102.4.1.2 -Amended the building leakage rate to 5 air changes per hour and eliminated climate zones outside our area. Testing is required. - Section N1102.4.4 Rooms Containing Fuel Burning Appliances - This section was deleted - Section N1103.3.5 Building Cavities is amended to read as follows: Building framing cavities shall not be are permitted to be used as supply ducts. Building framing cavities used as ducts or plenums shall be sealed to prevent leakage through the thermal envelope. These cavities are used as part of the return air system. These ducts shall be sealed per Sections M1601.4.1 joints, seams, and connections in association of Section N1103.3. These ducts are not located in exterior walls and therefore are within the thermal envelope. - Table N1106.4 - This Table was amended to an ERI of 80.	Table 1102.1.2 (R402.1.2)-Wood frame wall cavity insulation amended to R-15 - Section N1102.4.1.2 - Amended the building leakage rate to 5 air changes per hour and eliminated climate zones outside our area. Testing is required. - Section N1102.4.4 Rooms Containing Fuel Burning Appliances - This section was deleted - Section N1103.3.5 Building Cavities is amended to read as follows: Building framing cavities shall not be are permitted to be used as supply ducts. Building framing cavities used as ducts or plenums shall be sealed to prevent leakage through the thermal envelope. These cavities are used as part of the return air system. These ducts shall be sealed per Sections M1601.4.1 joints, seams, and connections in association of Section N1103.3. These ducts are not located in exterior walls and therefore are within the thermal envelope. Table N1106.4 -This Table was amended to an ERI of 75.	No Amendments Adopt as Written

Everybody who's heard me talk about this before already knows where I come from on this. On the far left, as we look at it, Option A is staff recommendations for amending, reducing the requirement based on the published 2018 code. The other Option C is a completely unamended 2018 code. **Mr. Talkin** said correct. **Commissioner McKiernan** said Option A here would put us the most on a par with all other surrounding jurisdictions in the metro area. **Mr. Talkin** said that's correct.

Commissioner McKiernan said we would be the most on par with them. My suggestion was B. Those two highlighted areas represent still an amendment to the 2018 code, but not as much of a reduction as staff proposes in A. What I said in those two cases was, there is at least one jurisdiction in the metro area that has amended but not farther than what's listed there. So we, in general, take staff's recommendation for all the items except for those two where we would then meet the amendment that is kind of like the highest standard of any jurisdiction in the metro area.

I completely understand the positions of people on both sides of this issue that if we adopt Option A, it minimizes the upfront costs, but it potentially, potentially maximizes energy payments down the road as people live in that structure. I want to point out, from my opinion, having a minimum building code does not mean you cannot build above it. You certainly can.

On the other hand, Option C, which is a fully unamended code, will, undoubtedly, raise the upfront price, but will have the added benefit of reducing ongoing energy payments for people living in that house over the long term.

As I usually do, I like to make everybody mad and I'm going to stick right there in the middle. My preference, although I am absolutely open to all the input from my fellow commissioners, my preference is for Option B where we amend but we take the highest level amendment of any of the surrounding jurisdictions.

Commissioner Bynum said I'm going to support Option A for two very quick and distinct reasons. Number one, I appreciate very much that we are trying to mirror or match, as much as we are able, the metro. By the way, Greg, thank you so much for all of the time and energy that you've spent on this, not only talking to us, but listening to us and dealing with everyone else.

The second reason, so first of all, supporting Option A because I think that best mirrors the rest of the metropolitan area. Secondly, because to me, the other two options, by adding the costs, they just seem to me that they squeeze existing housing stock even further than it already is because when you add costs to new home builds, you're putting even further out of reach to our community members than it already is right now. So, I'm supporting Option A.

Commissioner Townsend said I'm supporting Option A for several of the reasons already mentioned by Commissioner Bynum. One was it was staff's recommendation. They thought this would make us more similar, if not identical, to the other jurisdictions who adopted this version of the code, and make it easier for builders going across one jurisdiction from the other to come into WyCo and be assured to some degree, maybe that's the wrong word, but the compatibility aspect here is similar to the other jurisdictions that they're building in.

So, we had a discussion earlier tonight about our budget. It was mentioned by the Mayor and others, and I agree with this, we've been saying it for years about the ability to add housing stock. Option A, of all of them, will make it apparently easier for persons to get into the housing

market. While it may, in some cases, raise cost of utilities, I would still favor the ability for people to get into the market and then the homeowners that are in the best position, based on their financing and timing and other circumstances, to decide how they want to address those energy costs. Does that mean keeping the thermostat a few degrees lower than you might want to, putting on additional clothing, or when their budget dictates, they can make changes.

The proposal in A merely sets a floor. It still allows a homeowner to make adjustments at their time and proclivities and finances allow. So, again, this has, in my opinion, budgetary impact if we select an option that makes it easier for persons to purchase homes in Wyandotte County and leave any additional improvements or betterments to them at their time and discretion.

Again, though, I want to thank you—we’ve had numerous discussions, that has already been stated, in standing committee—to all of the parties and people who gave input and to our hard-working staff, Mr. Talkin and his staff.

Action: **Commissioner Townsend made a motion to approve Option A.**

Commissioner Kane said I hadn’t realized this rack was quite so high until the last 48 hours or whatever where I’ve gotten multiple phone calls from friends on both sides. I respect every phone call I got. Like I said, I didn’t realize this thing was as big as it was. I’m a firm believer that if there’s three options, half the folks wanted this one, half the folks wanted that one, that there’s something—I’ve been negotiating stuff for a long time. So, I’d have to support B. I think we’re heading in the right direction. I don’t think it’s going to cost them monthly that much more to do that. Would I like to see C. At my age, I would buy a house with C. But if you’re a new person, I don’t think this is going to hurt them that bad. It’s actually going to frustrate the folks that I’m supporting B because you’ve got to come up with something. We just can’t do something either.

Commissioner Davis said, Mr. Talkin, I first want to thank you for your efforts. I think our first conversation we had about this was back in maybe February as this was brought to, I think, the Neighborhood and Community Development Standing Committee multiple times. I was the vote against it that brought it to the full Commission so that we could have a more extensive conversation about this because it is very, very important.

I do have a question. So, what are the standards for non-residential buildings, and are we making any amendments to those?

Mr. Talkin said no. Non-residential in the energy code, that we talked about in the first set, the first presentation, there was proposed, originally, before it got to the governing body, there were some small amendments that were talked about and discussed. Through the discussions, staff eliminated those amendments. Most of the commercial design community, which mostly was input from architects, engineers, and professionals, they were wanting to build to the complete set. They didn't mind the increased energy efficiency requirements.

Now, granted, we may have a builder come along, a large commercial builder for instance, for apartments. Don't know. But they didn't know they were coming when we were doing input, but there was very little input from the commercial side because there weren't any projects in the works that would have been affected by those at the time. We did get quite a bit of input to take out all the amendments on the commercial side. Once again, the residential side there were.

Now, well, I'm not going to confuse it, but, yes, there's no amendments on the commercial side.

Commissioner Davis said okay. So, just to kind of get some clarity. Is that consistent throughout the metro area?

Mr. Talkin said some of those smaller amendments that we proposed that got changed, that was really like 50/50 that cities did change. Let me back up. Before we even start an adoption, there's a number of jurisdictions. There's the Johnson County Building Officials Organization, which I'm a member of, but also, all the jurisdictions in the metro area get together and discuss where we're going with this adoption. We're involved in that every time. So, everybody started with that, those same recommendations, but going through this process with our own governing bodies, there were minor changes throughout. Otherwise, you probably would have seen that table up there very consistent.

Commissioner Davis said for clarity for my colleagues on the dais, we are not in line with rest of the metro area when it comes to non-residential buildings. I just want to make that very, very clear. So, if we're talking about some congruency within the metro area, that's already done when we're talking non-residential. Staff has already made that decision, brought it to us, we've already made it. So, we're not in line. There is going to be a mixed pattern depending upon where you go if you want to do some non-residential building. Would that be accurate?

Mr. Talkin said it would. Once again, the amendments we did were minor. I'm trying to remember what they were. They were very minor in nature and wouldn't apply to most projects actually.

Commissioner Davis said gotcha, gotcha. Okay. So, I wanted to make that clear. We're not all in line when we look at other areas of the code, right, so now we are considering this one. There's also a possibility where we all may not be in line, right, which is fine because different jurisdictions have different standards and different ideas.

My position on this is Option C. The reason why I'm for Option C is because I want us long term to think about the impact of health, the impact of utility affordability, and the impact of sustainability of the new homes that are being built in Wyandotte County. I do not buy the argument that the codes drive the cost of homes. That just, to me, does not make any sense.

Right now, we're in 2009 for our codes. If you look at the price of homes in Wyandotte County right now, under 2009 codes, a lot of people are complaining that they're not affordable. So, to me, it does not make any sense to forgo some of these standards that we've already said for commercial. For non-residential, we are not going to amend. Lets be consistent with what we've already adopted with those particular things with staff recommendations and let's not amend for residential.

I want to make it easier. Let me say this, I want to make it easier to build here in Wyandotte County. I do not believe this is where we need to compromise. We can look at other programs. We can work with the state. We can work with the federal government. I do not believe when it comes to the health and safety and affordability that we compromise on this to make it easier to build.

Mayor Garner asked, any more comments or questions? Okay. Before I try and figure this out because we've got three—can you take us to the slide with the three options? We had another slide that had them color coded.

	Fenestration U-factor Footnote b	Skylight U-factor Footnote b	Glazed Fenestration SHGC Footnote b	Ceiling R-Value Footnote a	Wood Frame Wall R-value Footnote a	Mass Wall R-value Footnote a	Floor R-Value Footnote c	Basement Wall R-Value Footnote c	Slab R-value & Depth Footnote c	Crawl Space Wall R-value Footnote c	Energy Rating Index
	lower is better	lower is better	lower is better	higher is better	higher is better	higher is better	higher is better	higher is better	higher is better	higher is better	lower is better
2018 IRC/IECC	0.32	0.55	0.40	49	20 or 13+5	8/13	19	10/13	10, 2 ft	10/13	62
UG Current (2009)	.35	.60	NR	38	13	5/10	19	10/13	10, 2 ft	10/13	baseline
UG Option A	.32	0.55	0.40	49	13	8/13	19	10/13	10, 2 ft	10/13	80
UG Option B	.32	0.55	0.40	49	15	8/13	19	10/13	10, 2 ft	10/13	75
UG Option C	0.32	0.55	0.40	49	20 or 13+5	8/13	19	10/13	10, 2 ft	10/13	62
Shawnee	0.32	0.55	0.40	49	13	8/13	19	10/13	NR	10/13	80
Overland Park	0.34	0.55	0.31	49	13	8/13	30	10/11, 3 ft	10, 2 ft	10/13	68
Prairie Village	0.32	0.55	0.40	49	15	8/13	19	10/13	10, 2 ft	10/13	68
Lenexa	0.32	0.55	0.40	49	13	8/13	19	10/13	NR	10/13	80
Leawood	0.32	0.55	0.40	49	13	8/13	19	10/13	NR	10/13	80
Olathe	0.32	0.55	0.40	49	13	8/13	19	10/13	NR	10/13	80
Gardner	0.32	0.55	0.40	49	13	8/13	19	10/13	NR	10/13	80
Kansas City, Missouri	0.32	0.55	0.40	49	13	8/13	19	10/13	10, 2 ft	10/13	75
Johnson Count	0.32	0.55	0.40	49	13	8/13	19	10/13	NR	10/13	80
Gladstone (202	0.32	0.55	0.40	38	13	8/13	19	10/13	10, 2 ft	5/13	56
	doesn't meet 2018		meets 2018		doesn't meet 2018, but closer than majority of metro		outliers/requires explanation		doesn't meet 2018, but closer than all others in the metro		

Mr. Talkin said this, we're talking about basically the wall insulation cavity and ERI, yes.

Mayor Garner said okay. I guess, is there anything that you all, that staff is recommend, I guess you recommended A, correct? **Mr. Talkin** said correct. **Mayor Garner** said if you wanted to go up to the highest level, I believe that's C, correct? **Mr. Talkin** said correct.

Mayor Garner asked is there anything in code that would preclude, say I wanted to build a home for me, if I could afford it, to on my own opt for Option C? If we do this, if the Commission votes and they approve Option A tonight, am I boxed in as someone wanting to build here just with that or could I say I want B or I want C?

Mr. Talkin said no, sir. Staff loves when somebody goes above code because it makes our job that much easier. There's nothing that prevents anybody from going above and beyond what is the minimum standard that we're requesting to be adopted.

Mayor Garner said okay. So, the minimum standard is a baseline? **Mr. Talkin** said correct. **Mayor Garner** said that offers affordability to, I guess, residents based on their financial capacity. Is that correct? **Mr. Talkin** said yes. **Mayor Garner** asked, so if my financial capacity is as such that I wanted the most air tight house available to me, I could exceed that? **Mr. Talkin** said yes. **Mayor Garner** said okay. I just wanted clarity for that for those that may be watching.

Mayor Garner said several commissioners have come up with several options that they prefer. I'm going to go down the line. We've got three options and I'm going to make a motion for each one to approve. (Indistinct talking) I get that, but I'm going to start with A and we'll go there depending on, just give me a second.

Commissioner Townsend said I just wanted to make sure it was clear. I know there have been several comments about almost all the options, but I did make a motion, so we're looking for a

second or not, but I just want to make sure that everyone recalled there's a motion pending a second that's out there.

Action: **Commissioner Bynum seconded Commissioner Townsend's motion to approve Option A.**

Mayor Garner said okay. Let me get some clarity. We have a motion and a second for which option? For Option A, okay, so clarity there. Is there any discussion on that? All right. Clerk, roll call.

Roll call was taken and there were two "Ayes," Bynum, Townsend; and seven "Nos," McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Burroughs. (motion fails)

Mayor Garner said all right. We've got two options left. I'll entertain a motion.

Action: **Ordinance No. O-97-22, "An ordinance relating to adoption of the updated international residential code for one- and two-family dwellings contained in Chapter 8, Article VII, and amending original Sections 8-411 and 8-412 of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas."**
Commissioner McKiernan made a motion, seconded by Commissioner Burroughs, to approve Option B.

Mayor Garner said I've got a motion and a second for Option B. Any discussion? Clerk, roll call.

Roll call was taken and there were seven "Ayes," McKiernan, Johnson, Kane, Stites, Bynum, Burroughs, Townsend; and two "Nos," Ramirez, Davis. (motion carries)

Mr. Talkin said I just wanted to thank the governing body and Commission. This is my third set of codes I've taken through that's been my responsibility, and I've never had the interest before

in it and I do appreciate that. It pushed me and it stretched me, and I do appreciate that. So, thank you.

ADMINISTRATOR'S AGENDA

Item No. 1 – 211766...RECOMMENDATIONS: DISBURSEMENT OF 2022 CASINO GRANT FUNDS

Synopsis: Request approval to disburse 2022 UG/Hollywood Casino Grant Funds as recommended by the Mayor and Commissioners, submitted by Alley Porter, Commission Liaison.

Mayor Garner said I'll turn to our Interim County Administrator to present this item to you.

Cheryl Harrison-Lee, Interim County Administrator, said this is the annual allocation of \$500,000 that was part of the application based on the healthy study for Wyandotte County. The choices for the grant are based on healthy food choices as well as physical fitness. We have Alley Porter here to answer any questions that you might have.

Alley Porter, Commission Liaison, said I don't have anything to add. I told staff I'd try to keep this to 30 seconds or less. The timeline has been shared with you all. Any questions?

Mayor Garner asked, any questions for either our Administrator or Ms. Porter, from the Commission?

Action: **Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve.**

Mayor Garner said I have a motion and a second for approval. Any discussion?

Commissioner Stites said I'll make this very quick. This is my first time being afforded this opportunity to use, obviously I've just been elected, but I am really appreciative of that amount of money that we—it's a small amount, in my opinion, but it's an amount that is very important

to our 501(c)(3)s. I'm very thankful for them in District 7 and across all of Wyandotte County. I'm glad we could offer some money. Hopefully, that can continue to increase and we have more money to spread out through the county.

Mayor Garner said I believe I have a motion and a second. Any further discussion? Seeing none, roll call, please.

Roll call was taken and there were nine "Ayes," McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Item No. 2 – 211787...RESOLUTION: MEMORANDUM OF UNDERSTANDING BETWEEN THE UNIFIED GOVERNMENT AND LiUNA

Synopsis: A resolution authorizing execution of a Memorandum of Understanding (MOU) between the Unified Government and LiUNA Public Service Employees Local Union #1290PE, submitted by Cheryl Harrison-Lee, Interim County Administrator.

Mayor Garner said I'll ask our Interim County Administrator for the presentation.

Cheryl Harrison-Lee, Interim County Administrator, said this item certainly aligns with what you told us earlier in the budget session about workforce retention. We are pleased to announce that we've been able to reach an agreement. We have outside counsel, Ryan Denk, here to answer any questions that you might have or make any further comments.

Ryan Denk, outside counsel, said I don't have any further comments. You've got the agreement in your packet. It's an agreement with LiUNA. That union covers Streets, Fleets, Parks, and Transit. It goes through the end of 2023. I'd be willing to stand for any questions.

Mayor Garner asked, are there any questions from our commissioners?

Action: **Resolution No. R-33-22**, "A resolution authorizing the County Administrator of the Unified Government of Wyandotte County/Kansas City, Kansas, to execute in

the name of the Unified Government of Wyandotte County/Kansas City, Kansas, the Memorandum of Understanding between the Unified Government of Wyandotte County/Kansas City, Kansas, and LiUNA! Public Service Employees Local Union 1290 for the period from January 1, 2020, through December 31, 2023.” **Commissioner Bynum made a motion, seconded by Commissioner Burroughs, to adopt the resolution.**

Mayor Garner said I’ve got a motion and a second for approval. Any discussion? Seeing none, roll call, please.

Roll call was taken and there were seven “Ayes,” McKiernan, Ramirez, Johnson, Davis, Bynum, Burroughs, Townsend. (Commissioners Kane and Stites left the meeting at 10:12 p.m. and returned at 10:14 p.m.)

Item No. 3 – 211735...UPDATE: GRANTS AND GRANT PROCESS

Synopsis: Update on status of grants and grant process, submitted by Cheryl Harrison-Lee, Interim County Administrator.

Mayor Garner said I’ll ask our Administrator Cheryl Harrison-Lee to make the presentation.

Cheryl Harrison-Lee, Interim County Administrator, said you’ve been provided with an update on the grants. This is a standing item, just to make sure that you’re aware of grant opportunities that the UG has to apply for. I’ll answer any questions that you might have at this time.

Mayor Garner asked, do any commissioners have any questions, comments? This information from our Administrator was just informational.

Action: **For information only.**

Item No. 4 – 211798...RESOLUTION: MEMORANDUM OF UNDERSTANDING BETWEEN THE UNIFIED GOVERNMENT AND INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 64

Synopsis: A resolution authorizing the Memorandum of Understanding (MOU) between the Unified Government and the International Association of Firefighters Local No. 64, submitted by Cheryl Harrison-Lee, Interim County Administrator.

Mayor Garner said this was added tonight as a blue sheet, with my approval. I'll ask our County Administrator for a presentation.

Cheryl Harrison-Lee, Interim County Administrator, said to our workforce retention and investment, happy to say that we—this is long, long overdue, since 2018. We've reached consensus and agreement with the union for the firefighters. We have outside counsel, Attorney Denk, here to answer any questions or provide further comments that you deem appropriate.

Ryan Denk, outside counsel, said I don't really have anything to add. You have the agreement in your packet. This agreement takes us through the end of 2024, so it should button up this contract for some time to come. We stand for any questions that you might have.

Action: **Resolution No. R-34-22,** “A resolution authorizing the County Administrator of the Unified Government of Wyandotte County/Kansas City, Kansas, to execute in the name of the Unified Government of Wyandotte County/Kansas City, Kansas, the Memorandum of Understanding between the Unified Government of Wyandotte County/Kansas City, Kansas, and the International Association of Firefighters Local No. 64 for the period of 2019 - 2024.” **Commissioner Bynum made a motion, seconded by Commissioner McKiernan, to adopt the resolution.**

Mayor Garner asked, is there any discussion? I'd just like to say that these two union contracts, and especially this one, when we look at how we value our employees, it was kind of disturbing to me that it took this long to get a union contract brought forward to this Commission in a manner

that, at least, showed good faith. So, I'm really happy that we got to this point to where our public servants, and our other employees that are union members, have gotten the due diligence they deserve to get a contract that, at least, can support the good work they do for our awesome residents here in Wyandotte County.

I just ask moving forward, that we continue to operate and negotiate in good faith, and make sure that we're supporting our greatest assets here at the Unified Government, which is our employees, and work with our union members in a way that reflects that value. So, I'd just like to thank everybody involved.

Commissioner Townsend said while I appreciate all the efforts and work done by all aspects of our public safety, I was in favor of a raise but not at the percentage given here in this contract.

I'll tell you again, we've had discussions earlier regarding our budget and personnel costs and we look at public safety, that is one of the largest segments in our budget. As we look to try to increase services, whether we increase or decrease, I'd rather be an increase in the mill rate. We have to keep these incremental costs in mind, what that does when we hire any employee and go from the date they become our employee through and including their retirement and what these incremental increases do to our budget and the obligation. So, while I was in favor of some increase, not the one in this contract. Thank you for the opportunity to comment.

Mayor Garner said I have a motion and a second. Any further discussion? Roll call.

Roll call was taken and there were eight "Ayes," McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs; and one "No," Townsend. (motion carries)

Mayor Garner said that concludes the portion of our regular meeting and I adjourn us in that capacity. I'm now going to call us back to order as the Land Bank Board of Trustees.

LAND BANK BOARD OF TRUSTEES' CONSENT AGENDA

Mayor Garner asked, does any member of the Commission or County Administrator wish to set-aside any item on the Land Bank Consent Agenda?

Item No. 1 – 211707...LAND BANK PROPERTY TRANSFERS

Synopsis: Request consideration of the following Land Bank transfers, submitted by Jud Knapp, Land Bank Manager. On June 9, 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.

E. Yard Extensions - 2

1. Kendall Blakeney
4967 Oak Ave. – 107430
2. Diana S. Davila
1522 S. 8th St. – 156010

Action: Commissioner McKiernan made a motion, seconded by Commissioner Johnson, to approve all as submitted.

Mayor Garner said I have a motion and a second to approve. Is there any further discussion on this matter?

Commissioner Ramirez said I have a question. It pertains to Land Bank, but not to the item that we're going to vote on, so I'll wait until after our vote.

Mayor Garner said we'll hold Commissioner Ramirez's question until after the vote. Is there any further discussions or comments? Seeing none, roll call, please.

Roll call was taken and there were nine "Ayes," McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Commissioner Ramirez said the question I have is we found out through other people, and my question is, when were you going to notify the Commission that you had instituted a moratorium on the Land Bank? I believe, and my opinion, that's within the authority of the Board of Trustees, not a unilateral action of the Mayor.

Mayor Garner asked, what was your question again? A moratorium? **Commissioner Ramirez** said yes. Were you going to notify the Commission that you had instituted this?

Mayor Garner said well, it's not so much a moratorium as is I'm not allowing any of these items to move forward due to some of the concerns brought forth by one of our NBRs about the policy being allegations of inequities. I know that Commissioner McKiernan, through his standing committee, appointed Commissioner Davis to work with our community members and other commissioners to look at this policy.

In all fairness, until we can get a handle on what this Commission wants to do with that policy and move forward and make that decision to address some of these concerns and issues, I just think it was in the best interest to use the authority that the Mayor had to hold these Land Bank items moving forward until the decision of this Commission could be made.

That was done in actual hearing. I believe that notification went out—it should have went out to you all through the administrative channel. If it didn't, I apologize, but that's where we're at. You're hearing it from me and that's where we're at.

I encourage you, if you have those questions, my door is always open, Commissioner. I've noted that you've cancelled some of your meetings with me. I would love to have you engage with me one on one monthly so we can have these meetings and these questions can be answered, and any concerns and we can have that dialogue so we can work collaboratively together to address these issues in a way that, hopefully, best reflects the will of this Commission and brings value to our residents in our community that have these types of concerns.

Commissioner Ramirez said I appreciate that and I appreciate—I hope and wish that we had been notified before. I still think within that, it should have been within our authority as the Board of Trustees. I understand you did it for your agenda powers, but our authority, as the Board of Trustees, is through the charter and ordinance. The agenda powers is through the rules of procedure. I feel like that should have been our decision. It has been in the past—there has been in the past a moratorium on the Northeast, as Commissioner Bynum told me, but that was voted on by the Board of Trustees to implement that moratorium.

I just ask to continue to have open dialogue and communication with us. If that was something that you had wanted to do, I wish you had put it on the agenda so that we had a discussion about this. If that's sometime that if an NBR does have an issue with, I wouldn't have—if the evidence was brought forward, I wouldn't have had an issue with it, but we weren't notified. We weren't told.

Commissioner Bynum said just a question for you and then probably Administrator Cheryl Harrison-Lee. In the duration, what should staff and I guess the commissioners direct folks to do should they seek a Land Bank parcel? Should we tell them to go ahead and make the application?

Mayor Garner said I would say, continue to make those applications. Really, I know that Commissioner Davis and Commissioner McKiernan have taken this issue seriously. I know they're working diligently, I believe, with yourself and Commissioner Markley, and I believe, from what I've been told, some people from my staff and the plan is with the community to get this matter resolved expeditiously. That's the hope. When we cross that bridge and a policy has been adjusted in a matter that this Commission feels is appropriate, then, I believe, that would be the best time to open up the Land Bank so everybody can, at least, benefit from the policy decisions that this Commission deems appropriate moving forward.

Commissioner Davis said I echo the sentiments of Commissioner Ramirez. I want to be on record because I've spoken with some of the individuals that have wanted kind of this agenda block or this moratorium from the Mayor's Office. What I told them, and what I'll say now, is that there are multiple NBRs. There are multiple—just talked about making it easier to build homes in Wyandotte County, right? We adopted a code. The intention then now is we have this, which is, in my opinion, doing the complete opposite. I think that from a trust perspective, when those conversations are had, it would be good for them to be made public. That way, it doesn't feel as though any one group is having some sort of special access or some sort of way. I would be fine with hearing all of the reasonings and for us, at the very least, have a public conversation.

I think in our last meeting it was a woman that came up here begging us and asking us why we were withholding her application. It was just kind of sad that we couldn't really say anything or provide any real relief because that decision was made behind closed doors.

That is just a process standpoint. As I lead this commissioners-led effort to look at our Land Bank policy, it is my intention that we really work with our community, everyone in our community, that we're transparent in that process. I'm absolutely open to having meetings, but when we're making those concrete decisions, I would hope that there's just transparency.

Mayor Garner said, again, that invitation, as I started out when I became Mayor, extends to all of you. You, as well, Commissioner Davis. I welcome the opportunity to continue to work with

this Commission. Any meetings that are available, my door is open. Please utilize those opportunities to meet with me and discuss some of these matters.

I'm optimistic that under the leadership that you and Commissioner McKiernan are going to provide in this matter, with our community, that this is the best course of action. I utilized the powers that's welded through the charter, vested in me to be the Mayor to, hopefully, do this in a manner that would move this along in an expeditious manner, to get this matter resolved quickly so as not to become problematic to those individuals that are seeking development. I'm confident that just hearing from you all that that will be the case.

With that being said, there's no further business before this governing body.

ADJOURN

Mayor Garner said I will entertain a motion to adjourn.

Action: Commissioner McKiernan made a motion, seconded by Commissioner Burroughs, to adjourn.

Mayor Garner said I've got a motion and a second. Roll call, please.

Roll call was taken and there were nine "Ayes," McKiernan, Ramirez, Johnson, Kane, Stites, Davis, Bynum, Burroughs, Townsend.

Mayor Garner said thank you. This meeting is adjourned. Have a good evening.

MAYOR GARNER

ADJOURNED THE MEETING AT 10:30 P.M.

June 30, 2022

Monica L. Sparks
Acting Unified Government Clerk

cg

June 30, 2022

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

SPECIAL MEETING
MONDAY, AUGUST 22, 2022

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in Special Meeting Monday, August 22, 2022, with eleven members present via Zoom or onsite: 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; Stites, Commissioner Seventh District; Davis, Commissioner Eighth District; and Garner, Mayor/CEO, presiding. The following officials were also in attendance: Cheryl Harrison-Lee, Interim County Administrator; Misty Brown, Chief Counsel; Bridgette Cobbins, Assistant County Administrator; Brett Deichler, Interim County Administrator; Kathleen VonAchen, Chief Financial Officer; Debbie Jonscher, Deputy Chief Financial Advisor; Reginald Lindsey, Budget Director; Michael Peterson, Assistant Budget Director; Richard Rocha, Management Analyst in Budget; Judy Her, Budget Department; Jeff Miles, Fleet Manager in Public Works Department; Alley Porter, Commission Liaison; Jeff Fisher, Executive Director of Public Works; Jeff Conway, Assistant Counsel; Dr. Mildred Edwards, Chief of Staff in Mayor's Office; Ashley Hand, Director of Strategic Communication; and Monica Sparks, Acting UG Clerk.

Mayor Garner said before I call the meeting to order, I want to announce that some commissioners, staff, and the public are attending remotely via Zoom, by phone, or here onsite. All participants joining by phone should mute their phones when not speaking to avoid background noise.

During this meeting, please make sure that you announce yourself by name and title every time you speak so that the public that is observing knows exactly who is speaking. This is critical given the number of remote participants and is current guidance from the Kansas Attorney General's Office.

Mayor Garner called the meeting to order.

Roll call: Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs, Townsend, McKiernan, Ramirez, Garner.

PUBLIC HEARING AGENDA

Item No. 1 – 211884...TWO PUBLIC HEARINGS: (1) To CONSIDER EXCEEDING THE REVENUE NEUTRAL RATE: (2) PUBLIC COMMENT ON THE PROPOSED 2022 AMENDED BUDGET AND 2023 BUDGET.

Synopsis: Presentation of the Unified Government's Annual Comprehensive Financial Report for the Fiscal Year ended December 31, 2021, submitted by Kathleen VonAchen, Chief Financial Officer; Debbie Jonscher, Deputy Chief Financial Officer; and Pamela Kahao, Accounting Manager.

Mayor Garner said this evening the governing body is conducting two public hearings. Tonight we will hear public comments regarding the governing body's intent to exceed the revenue neutral rate as well as comments regarding the Proposed 2022 Amended Budget and Proposed 2023 Budget.

I'll ask our Interim County Administrator, Cheryl Harrison-Lee, to make opening remarks.

Cheryl Harrison-Lee, Interim County Administrator, said over the past several months we've had various sessions to gather feedback from the public as well as from the Commission members as well as the survey that we provided to get your feedback on developing the budget.

Tonight, the Budget staff will be presenting an overview of the proposed budget and we'll be looking to get your feedback in the public hearing. With that, I will turn it over to Reginald Lindsey.

Reginald Lindsey, Budget Director, said tonight Debbie Jonscher, Deputy CFO, and I are going to go over what was proposed in the 2023 Budget and then also factors as they relate to the revenue neutral rate.

2023 BUDGET PROCESS Building for Our Future

- Honing focus on the Commission Priorities to drive decision-making throughout the organization
- Prioritizing community needs in our recovery from a public health crisis
- Addressing systemic issues in a post-pandemic world for our fiscal sustainability and resiliency
- **TRANSITIONAL** – Commission needs to contemplate structural changes for long-term sustainability in the City General Fund



2023 Unified Government PROPOSED Budget



Part of the 2023 budget process, the Unified Government has a vision and then we also have our strategic goals. Part of what we touched on during the budget process was honing and focusing on Commission priorities to drive decision-making throughout the organization and prioritizing our community needs in our recovery from our public health crisis. Also, addressing systemic issues in a post-pandemic world for our fiscal sustainability and resiliency and as a transitional one of the things we're working on is sustainably long-term balancing out our City General Fund.

2023 BUDGET OVERVIEW Commission Priorities



INVEST IN
OUR STREETS



COUNTY
TAX RELIEF



INNOVATION &
RESILIENCY



INVEST IN
OUR PARKS



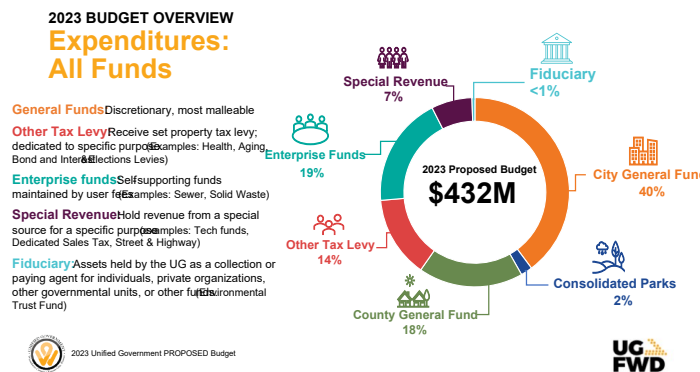
2023 Unified Government PROPOSED Budget



During the 2023 budget process we've had multiple ways to engage with the public and also the Commission has multiple ways of hearing from the public. We started out with a Commission Retreat and then we actually also had a community survey that went out to the whole community. We also had Dotte Talks with the communities and then we also had a budget simulator that was rolled out to the public and then the Commission all got feedback from citizens within their respective districts.

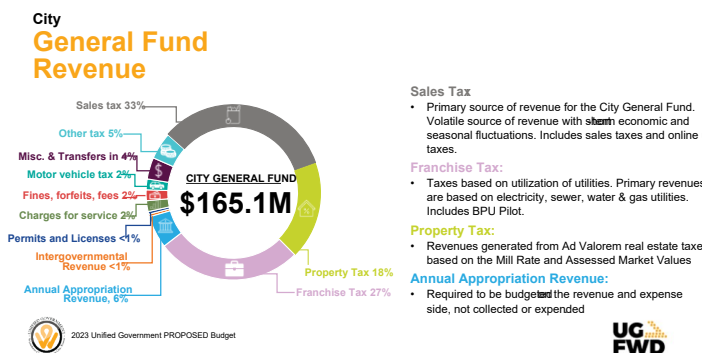
Some of the things that came out of that was the Commission set priorities to invest in our streets and what they want to do is invest 25% more in our streets and then also county tax relief. So, when we proposed the 2023 Budget we proposed a half mill decrease on the County side and

now we're looking at a two mill tax decrease on the County side. Also, commissioners wanted to invest in innovation and resiliency and that basically is for personnel increases, provide more benefits and also raises for employees and then also do a Comp and Class Study and also strengthen our cyber security team and enhance it. Also, Commission wanted to invest in our parks and part of that included shifting a quarter mill to our parks so that we can increase personnel there and also provide more hours in our community centers and provide more programming.



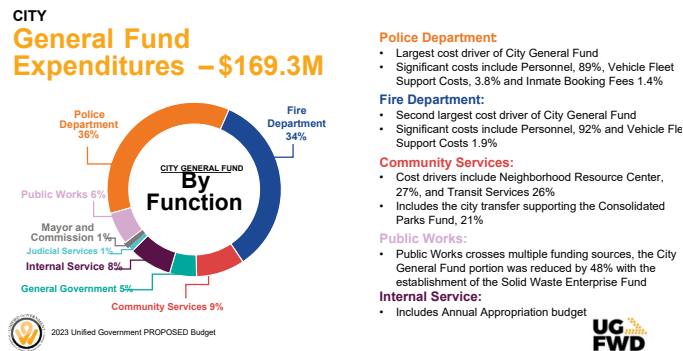
With that said, our total budget for the 2023 Budget is a \$432M balanced budget that has revenues and expenditures accounted for and it funds over 29 state certified funds and over 40 departments in the Unified Government. This provides 200 services countywide and citywide.

Some of the expenditures here are our City General Fund which is a \$169M budget and our County General Fund which is an \$80M budget and then our Consolidated Parks Fund which is an \$8.7M budget and together as part of this pie, those funds that I just talked about make up the General Fund and they make up 60% of this pie. The other funds are our Other Tax Levy Funds and also Enterprise Funds.



August 22, 2022

Currently, we have a view of the City General Fund and the revenues that it brings in. We see sales tax in the City General Fund for 33% of the budget which makes up \$54M of the \$165M of revenue that we have coming into the City General Fund and then we also have Franchise Taxes that are 27% of the PILOT and that's about \$44M. Basically, what we have here are taxes from utilities. Primary revenue here is from electricity and sewer and water and gas utilities and this does include the BPU PILOT.



Next, we have a view of our expenses in the City General Fund and that's a \$169M budget. We can see the Police Department makes up 36% of that budget and that's about \$59M and most of the Police budget is made up of personnel which is 89% of the Police Department budget.

The next largest department is the Fire Department which makes up 34% of the pie and that's a \$56M budget and 92% of that budget is made up of personnel.

Next, we have Community Services and basically we have departments here that includes the Neighborhood Resource Center and our Transit services that are provided.

Then, we have Grants and Claims and most of our grants and claims of the City General Fund is a transfer that goes to the Consolidated Parks Fund in the amount of \$4.8M.

CITY

General Fund
Expenditures – \$169.3M

Personnel:

- Primary cost driver of City General Fund, main factors include labor agreements, COLA's, health & retirement costs

Contractual Services:

- Primary Cost driver ATA/Transit Service fees 18%
- Software/Systems Contracts 14%

Notable Debt Service:

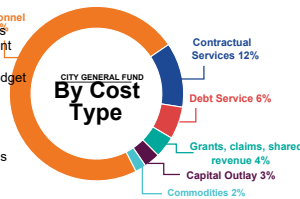
- Required Annual Appropriation on the expense side is budgeted here, not used 94% of category

Notable Grants, claims, shared Revenue:

- Primary expense is City General Fund transfer to support the city side of the Consolidated Parks Fund



2023 Unified Government PROPOSED Budget



This is a different view of the expenditures over the City General Fund. This looks at the cost by the type of cost it is. We have Personnel here, so 73% of the budget is Personnel and that's about \$120M and Police and Fire make up 81% of that. Contractual Services is 12% of the budget and the primary cost driver there are transit contracts that we have with the KCATA.

County

General Fund
Revenue

Property Tax:

- Primary revenue driver of the County General Fund,
- Revenues generated from Ad Valorem real estate taxes based on the Mill Rate and Assessed Market Values

Sales Tax:

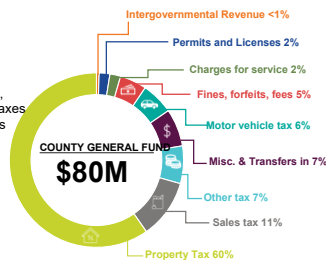
- County portion of sales and use taxes collected,
- Volatile source of revenue with ~~short~~ economic and seasonal fluctuations.

Misc & Transfers:

- Primary source of revenue is Interest Income, generating >75% of revenue in this category

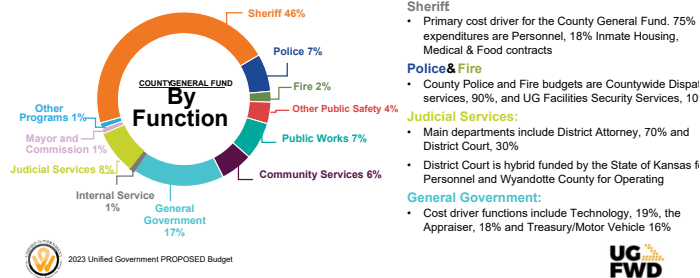


2023 Unified Government PROPOSED Budget



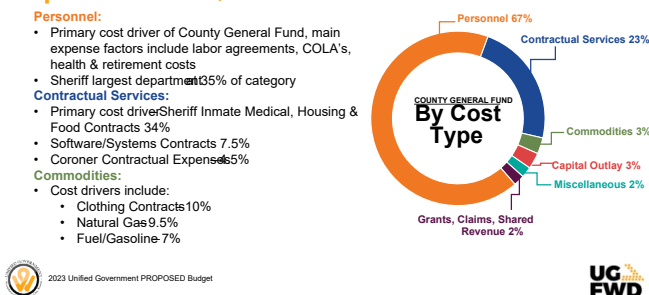
The current slide gives us a view of revenues coming into the County General Fund and that's \$80M. We see 60% of revenues come from property tax which equates to about \$48M. Also, sales tax is 11% and then miscellaneous and transfers is 7%, so basically what that is from interest income.

COUNTY
General Fund
Expenditures - \$80M



The County General Fund here, we're looking at the expenses and there's an \$80M budget. The Sheriff's Department makes up 46% of this pie which is about \$36M and 75% of the expenditures for the County General Funds is personnel within the Sheriff's Department, 75% is personnel. Then, the next piece of the pie is General Government which is 17% and that's made up of technology, also, the Appraiser's Office and Treasury and Motor Vehicle.

COUNTY
General Fund
Expenditures - \$80M



This slide here is a different view of the expenditures and it looks at them by cost type and so what we have here is Personnel. Personnel across the County General Fund is 67% of the pie and 35% of that personnel pie is Sheriff's personnel. The next largest piece of the pie is Contractual Services at 23% and Sheriff contracts and software and the Coroner's Office make up almost 50% of our contractual services.

What is a Revenue Neutral Rate (RNR)?

- State Legislation approved SB13 in 2021
 - To increase transparency about municipal revenues
 - Not about changing tax rates but about anticipated revenues in the 2023 proposed budget
- Comparison of revenue from previous tax year to the current tax year
- Property values increase due to market demand and new development, creating more revenue without changes to tax rate



2023 Unified Government PROPOSED Budget



Now, I'm going to turn it over to Debbie Jonscher, Deputy CFO, and she's going to discuss the Revenue Neutral Rate.

Debbie Jonscher, Deputy Chief Financial Officer, said the second part of this meeting tonight is to discuss the Revenue Neutral Rate and I just wanted to give you a little bit of background on the Revenue Neutral Rate. It was state legislation that approved Senate Bill 13 in 2021. This was to increase transparency about municipal revenues. It is not about changing the tax rate, but about the anticipated revenues in the 2023 Budget. It's a comparison of revenues from the previous tax year to the current tax year. Property values increased due to market demand and new development creating more revenue without changes to the tax rate.

How is the property tax revenue calculated?



2023 Unified Government PROPOSED Budget



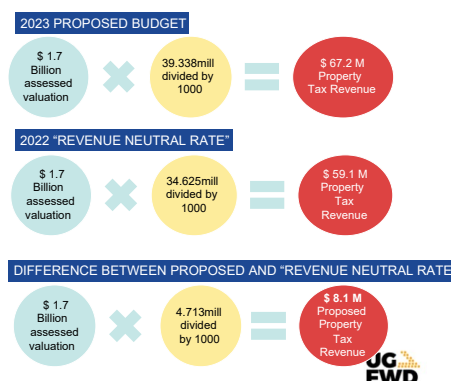
I just wanted to show you here how the property tax revenue is calculated. We take the taxable assessed valuation, times it by the mill levy, divide by a thousand and that gives you the property tax revenue. This is the current amount—this would be the amount of property tax revenues levied for the current year.

Wyandotte County, Property Tax Levy Calculation

(2023 proposed Budget includes ½ mill reduction)



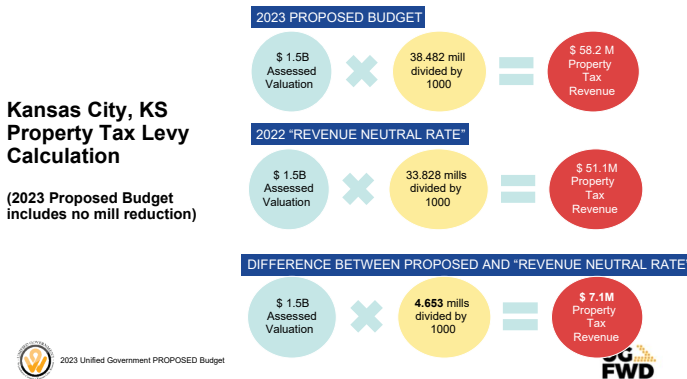
2023 Unified Government PROPOSED Budget



These next two slides go into a little bit more detail about the Wyandotte County Levy calculation and the Kansas City, Kansas Levy calculation. This slide here is Wyandotte County and I'm going to start at the top. Well, first of all, I'm going to note that in the 2023 Proposed Budget it does include—the proposed budget included a half mill reduction on the County, but for this exercise here, I have used the current mill levy. I just wanted to note that for comparison. When we started talking about our intent to not exceed—to exceed the Revenue Neutral Rate, we had not proposed a budget. I just wanted to make sure that these were comparable.

The current assessed value for Wyandotte County is currently \$1.7B and we would take that times the current mill rate which for the County is 39.338 mills divided by a thousand and that gives you \$67.2M in property tax revenue.

When we talk about the Revenue Neutral Rate, we're talking about not receiving the same amount of revenue that we would have received in the current year, but using the new assessed value. So, we're taking the \$1.7B of assessed value and times it by the Revenue Neutral Rate, which would be 34.625 mills divided by a thousand and would give you \$59.1M in property tax revenue which is the same as what you would receive in the current year. The difference between that is, for the County, it's 4.713 mills and it amounts to \$8.1M property tax revenue.



The next slide is Kansas City, Kansas calculation and I will just note that there's no mill included here as well as in the proposed budget. We did not include a mill levy reduction for Kansas City, Kansas. The current assessed value for Kansas City, Kansas is \$1.5B and we're going to times that by the current mill rate which is 38.482 mills divided by a thousand and gives us \$58.2M in property tax revenue.

For the Revenue Neutral Rate we use the same assessed value of \$1.5B times the Revenue Neutral Rate which is 33.828 mills divided by a thousand and would give us \$51.1M in the property tax revenue.

The difference on the Kansas City, Kansas levy is 4.653 mills and the difference in revenue is \$7.1M.

Revenue Neutral Rate Calculation						
UG TAX LEVY FUND	2022 Budget Property Taxes Levied	2022 Budget Mill Rate	2023 Estimated Property Tax Levied @ 15% est. AV*	2023 "Revenue- Neutral" Mill Rate	Levied Revenue Reduction at "Revenue-Neutral"	Mill Reduction at "Revenue- Neutral" Rate
County General Fund	\$47,236,114	31.4488	\$53,750,150	27.6809	(\$6,500,000)	(3.7679)
Elections	1,322,729	0.8808	1,505,130	0.7752	(\$182,600)	(0.1055)
Parks General Fund	2,106,625	1.4027	2,397,441	1.2347	(\$290,816)	(0.1683)
Aging	1,555,615	1.0358	1,770,365	0.9117	(\$214,750)	(0.1241)
Mental Health	643,860	0.4287	732,744	0.3774	(\$88,884)	(0.0516)
Health Department	2,362,526	1.5731	2,688,669	1.3846	(\$126,143)	(0.1885)
Developmental Disabilities	521,906	0.3475	593,954	0.3059	(\$72,048)	(0.0416)
County Bond & Interest	3,334,982	2.2206	3,795,371	1.9546	(\$460,389)	(0.2661)
Subtotal - Wyandotte County	\$59,078,357	39.3381	\$67,214,023	34.6250	(\$8,155,666)	(4.7131)
City General Fund	28,489,680	21.4340	32,464,287	18.8422	(3,974,607)	(2.5919)
City Bond & Interest	22,660,057	17.0482	25,821,371	14.9864	(3,161,314)	(2.0618)
Subtotal - City of Kansas City, KS	\$51,149,737	38.4822	\$58,285,658	33.8285	(\$7,135,921)	(4.6537)
Grand Total - Unified Govt	\$110,228,094	77.8203	\$125,519,681	68.4535	(\$15,291,587)	(9.3668)

2023 Unified Government PROPOSED Budget

UG FWD

This next slide just shows all the Tax Levy funds included. The levies are set by entity, so we have Wyandotte County and Kansas City, Kansas. This shows all the different funds that are included in those levees. Under Wyandotte County you not only have the County General Fund, you have Elections, the Parks General Fund, Aging, Mental Health, Health Department, Developmental Disabilities, and the County Bond & Interest.

Under the city of Kansas City, Kansas you have the City General Fund and the City Bond & Interest Fund. So, this is the same calculation that I showed starting with the 2022 budgeted property taxes levied for both Wyandotte County and Kansas City, Kansas and we have the 2022 mill rate, which would give you the middle column, and is the estimated taxes levied with the increase in assessed value.

Then, we have the Revenue Neutral Rate and then what the—if you approve—if you chose not to exceed the Revenue Neutral Rate, then the levied revenue reduction, these would be the amount you would reduce for each fund. Then, also, the last column shows the reduction in the mill rate.

I will just note over in the first column at the end for the City and the County the taxes levied were \$110M with a mill rate of 77.820 mills. With the increased value at that same mill rate, the City and the County would receive a combined amount of \$125.5M. With the Revenue Neutral Rate the mills would be reduced to 68.4 mills and that would account for a \$15.2M reduction or 9.3 mills.

Property Tax Mill Rates A Property Owner in KCK/USD #500 District

Even though our County Treasurer is responsible for the administration of all property taxes:

The UG Board of Commissioners levies only 46% of the total property tax

The remaining 54% are levied by other jurisdictions



2023 Unified Government PROPOSED Budget



This next slide we just wanted you—you saw this during the budget presentation, but just showing the property tax mill rate and we've used the Unified School District 500 as the example here. That's showing that the County Treasurer is responsible for the administration of all the property taxes; however, the Unified Government only receives 46% of the total tax meaning that 54% of that is levied by the other taxing jurisdictions.

One Mill Levy

Key Facts

Annual savings for residents on business if we reduce
ONE Mill

\$150,000 residential home = \$17.25 per year

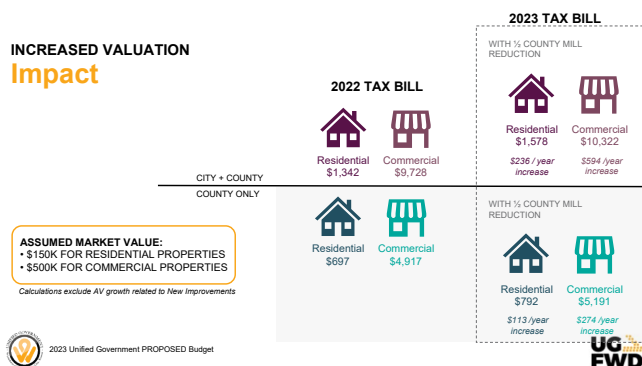
\$500,000 commercial property = \$125.00 per year



2023 Unified Government PROPOSED Budget



This is just to give some information about what a mill is worth. In our presentation on August 11th we talked about the value of one mill or what one mill represents for a resident and a commercial property. We're using the same number, the 150,000 that we used in our previous workshop for a residential home. One mill equates to \$17.25 per year. On a \$500,000 commercial property, that one mill equates to \$125 per year.



This is the valuation impact. This was also presented at the last meeting and we're using the same value for residential and commercial. For residential \$150K, \$500K for commercial. The top line shows if you have a residential property in Kansas City, Kansas, so you are in the city and the county, your residential tax bill for 2022 would be \$1,342. With the increased valuation and the half mill reduction that was proposed in the budget, a residential property for 2023 would pay \$1,578 which equates to a \$236 per year increase. For commercial in 2022, it was \$9,728 and for 2023 that commercial property would be \$10,322 for an increase per year of \$594.

Below the line is just if you live in the county, but not in the city, and it's a residential property is \$697 in 2022 and in 2023 it would be \$792 for a \$113 increase per year. Commercial in 2022 is \$4,917 and in 2023 it would be \$5,191 for an increase of \$274 per year.

August 22, 2022

Comparable Mill Rates Unified Government and Other Cities/Counties

The UG's mill rates compared to the State

City rates are in the middle with other 1st class cities

County rates are among the lowest in Kansas

1996 & 2022 (Budget Year) Mill Rate Summary
Kansas City and Wyandotte Co. Comparison to Other Kansas Entries

	1996		2022	
	City Mill Levy	Rank (Out of 24 First-Class Cities)	City Mill Levy	Rank (Out of 26 First-Class Cities)
Kansas City	64.220	1st	38.482	16th

	1996		2022	
	County Mill Levy	Rank (Out of 105 Counties)	County Mill Levy	Rank (Out of 105 Counties)
Wyandotte Co.	32.784	78th	39.338	93rd

Ranked High to Low



2023 Unified Government PROPOSED Budget



This information we also previously presented just showing comparable mill rates for the Unified Government and other cities and counties in Kansas. City rates are in the middle with the other first-class cities and county rates are among the lowest. The top table is Kansas City, Kansas and in 1996 prior to consolidation the city mill was 64.2 mills and we ranked first out of 24 first-class cities. In 2022 the city mill is 38.482 mills and we are ranked 16th out of 26 first-class cities.

For Wyandotte County, in 1996 the mill was 32.784 mills and we ranked 78th out of 105 and in 2022 we're at 39.338 mills and we currently rank 93rd out of 105 counties.

Why is this important?

- Financial Health - Growth in the property tax revenues is important in order to support fiscal health of the community in order to continue provide quality services to our residents
- Additional revenue – allows for investment in infrastructure, services and other community priorities.



2023 Unified Government PROPOSED Budget



I will just close out with why this is important. I just wanted to note that growth and valuation can provide tax relief, but it's also important for financial health in order to support fiscal health of the community and continue to provide quality services to our residents. The additional revenue also allows for investment in infrastructure, services, and other community priorities.



That's the end of our presentation. I'll turn it back over to the County Administrator.

Ms. Harrison-Lee said, Mayor, that completes our presentation. We'll entertain questions at this time.

Mayor Garner said thank you for that presentation. I'll ask the Clerk if any notifications were received from the public who wish to express their comments regarding the item being presented.

Monica Sparks, Acting U.G. Clerk, said yes, Mayor, we have received some comments and I can read those now with your permission.

Our first comment is from Elizabeth Naramore stating you do realize you are taxing people out of their homes. We are approaching retirement and are going to have to relocate. On my way out, I will vote you all out of office.

From Leslie Still, please consider my following communication. I have read provided information which states that the County Clerk has asked the taxing subdivisions to not tax more than they did the previous year, meaning the 2023 tax would remain the same or lower. However, the estimated notice shows large increases in the subdivision taxes on our estimated real estate property. My wife and I are on fixed incomes which do not support unexpected real estate tax increases. Our real estate property has not been improved upon for several years to warrant the increase of new appraisal value, yet, now we also expect to receive higher homeowners insurance costs due to the new real estate appraisal. We would appreciate your Commission encouragement for every one of the subdivisions to hold back on the spending budget and request they hold to the previous year level of their expenditures. Thank you for your time and attention to this matter.

Our next comment is from Megan Painter. Community Housing of Wyandotte County wishes to join with our community partners in stressing the necessity of funding this year's cold

weather shelter. This need is coming into even sharper focus. Those working with WYCO houseless population are now seeing children living outside. These funds will literally save lives and may lead to families and individuals getting the resources needed to obtain permanent housing. It is sometimes difficult to remember the pain induced by exposure to extreme cold while the temperatures outside are in the 80's and 90's, but when those cold nights do hit, the thought that someone in our city is trapped outside is unbearable and a decent warm place becomes an evident human right. This Commission has understood the value of a cold weather shelter in recent years and we ask for your continued support in funding so that all Wyandotte County residents can sleep safely through the worse winter nights.

Our final comment was from Rachel McMeachin. She submitted a PowerPoint which was distributed to all.

Those are all the comments we received, Mayor.

Mayor Garner asked, is there anyone present that would like to speak on this item. If so, please come to the podium. Once you have been acknowledged, we ask that you provide your name and city of residence for the record. You'll be given up to three minutes to state your name and comments and I'd ask that those that are in the room, if you could make your way to the front row, that way you can come right to the podium as the speakers complete their statements.

Don White said I own some properties here in Kansas City, Kansas. I was buying them when they were fairly cheap and I've got tenants in them, all low income. So, when you all raise these taxes, say I got a house with three bedrooms, I'm renting to a guy that's retired on a fixed income for \$800 and if my property taxes are \$3,000 on this property and my insurance is \$150 a month, basically, I'm operating almost at a negative. If people are refurbishing these properties for low-income people in the northeast end, and we keep getting these tax increases, we've got to pass them down to the tenant and the tenant can't afford it, so I mean it just puts people in a catch-22. What you all are going to do is push people out of this city and what's going to happen is—I'm from California originally, so what's going to happen is people are going to be forced to move 50-60 miles out to St. Joe, Topeka because Kansas City, Kansas is essentially located, but people don't understand that. If you're on 18th & Quindaro, you're ten minutes from downtown, so people

see that and now they're coming with this big money so people that have been here for years are going to be priced out.

At this point and at the rate it's going up, like I had to increase on a house I got for \$5,000 maybe seven or eight years ago, they tell me it's worth \$125K now. You know I did some minor upgrades, so I mean it's like a catch-22. I don't understand—I might understand everything has got to go up over time, but a lot of people on the northeast end is getting priced out of their homes and are getting took. I don't know how they've got this set up, but I know if you can't pay your taxes, you're going to lose your house and if it doesn't sell at the tax sale, it goes to the Land Bank, which it goes to the Unified Government and then the Unified Government decides who they give this house to. They're going to write up a proposal, submit \$100 and then they're going to give it to whoever they want to give it to. I don't know if it's a backdoor buddy system who get these houses, but people are losing their homes, homeless and being misplaced—**Ms. Sparks** said one minute remaining. **Mr. White** said what I'm saying is something has got to be done.

I understand taxes got to go up. I totally understand that. It's got to be improvements, but it's got to be a common medium especially for the elderly people and people that's on Section 8 and low income. They've been here for years and now they see themselves being priced out of theirs. That's all.

Rob Santel said my comments on the budget this evening come on behalf of the residents of Wyandotte County. They're living here without a home of their own, those that are currently experiencing homelessness in our community. This population is increasing in size and we are about 90 days away from extreme weather, so we have work to do to come up with a plan for us to have something to do this winter. My question for the Commission is for us to be able to come up with funding for us to figure out how we can do this on an annual basis so then every year we don't have to figure out—have to come to this point where we have to play this game of how is this thing going to get funded, but that it would be a part of the annual process of the Unified Government to figure out how can we get this project funded.

Last year we operated 38 nights. We served 275 different individuals. Not only was this a life-saving intervention in our community, but it was also a vehicle that was able to be used to get people into permanent housing. Just this week we have housed many different people that our first connection to them in the community was through that extreme weather project.

Our second ask is that the Unified Government would designate a point person with decision-making power to be our main point of contact in this process, both in our planning process, especially as we are trying to locate the funding piece as well as trying to identify what location that will be suitable for our needs would be. So, please identify who that person would be.

Then, also, we are asking the Unified Government to commit to working with the social service entities that are part of this as well as when we work with Kansas City, Missouri on having a regional response to this. We are having conversations with them about how can we have a regional response so that we can have our ducks in a row when it comes to cold weather, which is 90 days.

Krysten Olson said I've served as a social service provider in Wyandotte County for five years and counting and as such it's my duty to advocate for Wyandotte County's most vulnerable population which is our houseless neighbors. Much of what I'm going to ask is going to echo what Rob just asked. I'm here tonight to request the UG consider an extreme weather project in the annual budget process. As you all should be aware, Wyandotte County severely lacks emergency shelter beds year round as a limited number of beds are available for single men and survivors or victims of domestic violence. Each winter we are left scrambling to produce funding and a location for the extreme weather project. This type of project is crucial to provide emergency shelter during the coldest nights of the winter season for Wyandotte County's houseless population. Without this life-saving option, our houseless neighbors can literally freeze to death on the streets.

Last year's extreme weather project was open 38 nights, served 275 different guests with a total of 1,606 bed nights and operated on a budget of only \$175K and that did not include paying rent and utilities on the facility we were using.

I'm proud to say I served as part of last year's project staff. We were a group of mental health providers, social service providers, healthcare workers, persons with lived experience and committed community members. But, the weight of this critical life-saving project should not rest on our shoulders alone. Our houseless neighbors are your constituents.

This project needs to support an active participation of the UG. I urge the commissioners to consider the following requests: 1) that the UG consider this project in the annual budget process rather than scrambling each year to figure out how to make it work. **Ms. Sparks** said one minute

remaining. **Ms. Olson** said 2) the UG designate a direct point of contact for the project during preparation and throughout the winter, and 3) that the UG partner with extreme weather project's partners to collaborate with KCMO for a regional cold weather response.

Kevin Bailey said it's really a privilege to be here and have a governing body that is attentive and interested in these matters and also have the public out here. I will express my opinion about the cold weather shelter for our population. I don't believe it's the government's job to provide that type of service. We do have houses of faith and places of worship that do have tax-exempt status and the people that contribute to these houses of worship do it freely, but as we've had people testify, they're stating that they're being driven out of their homes due to the taxes and they're not contributing money willingly to a noble cause, the cold weather shelter. I believe the government should be smaller. I think it should spend less money on things of that nature.

I come here out of frustration. I live in Bonner Springs and I have some investment properties that I work hard on and I finally paid off, but the tax rate, the property taxes—you know your slides were beautiful, you're articulate the way you read them, but when it comes down to where the rubber meets the road, there's a lot of money going out for people that are struggling. I think my question would be to this good body here, is it your desire for the people of Wyandotte County to prosper, do you want prosperity in Wyandotte County. You need to lower the taxes. I'm not talking about keeping them the same, they need to come down.

I was born a few blocks from here. I raised five kids in this county, I served in the military. I love this area. I love Kansas City. I call it my town. **Ms. Sparks** said one minute remaining. **Mr. Bailey** said I don't get up and speak much and I don't make much noise, so this is a little out of my character, but I believe that an audit of this Kansas City, Kansas and Unified Government is in order. I think it needs to be an independent audit. I think it needs to be done immediately and I don't know why we have previous Administrators that are leaving with severance packages, nearly a million dollars, and if I understand correctly, they're still driving a government vehicle. If I'm speaking out of turn or I'm incorrect, I'll take the correction. I don't trust government and money corrupts, so that's what I have to say.

Faith Rivera said as you guys know I am an avid lover of Wyandotte County. I recently just ran for state representative for Wyandotte County, District 37 and I'm also on the Parks & Rec Board,

just as a little information. I want to talk about, real quick, how this impacts me and our community. I don't live here singly. I live in Wyandotte County as a roommate because I can't afford to live here on my own. I live with five roommates in a huge house in Turner because we cannot afford to live by ourselves and that's a travesty.

As you see, I came from work today to come here to say that people in my community are struggling. You see more and more homeless people in our community because of taxes, because of BPU, and because we can't—as you're raising our taxes, our wages aren't getting higher, so there's got to be some conscious. You need to be conscious about this information because what you're doing is you're driving us out. While you're raising this information—or again, our wages aren't raising. We fight to stay here in our community because we love our community, we grew up here, we fight to be here, and for you guys—I know that you guys know that I run and I ask people to run for office. I'm asking them to—I'm asking the community to think about running and running for any of you guy's offices because we need to change. We need people that are going to sit up there that are going to fight for us and that are going to understand what it's like to live on this side of the pulpit.

Christine Frolin said I've been a lifelong citizen of Kansas City, Kansas, Wyandotte County. I was born here, raised here. I've worked for 37 years until I physically could not do it any longer and so in my retirement time, the last couple of years with inflation and cost of living increases going up and, of course, I'm on a fixed salary, it doesn't go up. I'm literally at the point to where I don't know that I can afford to live here any longer. I can't even tell you how many people that I know that have lived here this amount of time but have been forced to move out and live somewhere else. What they tell me is that their utility bill went down, their taxes went down, their quality of life went up. It's shameful because I know that we've got intelligent people here somewhere and we can do better than this for our citizens. It shouldn't be like this, it doesn't have to be and I'm hoping that things will change, but what I've seen the last few years, this is dismal and the more I find out, the more disillusioned I am about Wyandotte County.

I put my trust here. We've got a new Mayor. I'm hoping for a fresh and new start, but something has got to change.

Dr. Tammy Counts said I am a resident of Wyandotte County. Five years ago my husband and I bought a house on 68th Street and I called it my retirement home. I am a teacher here in the district. I'm a Special Education teacher, so we're rare and we're few. As a teacher I used to be angry at my colleagues who drove in from the different counties to work in my school district, but now I understand. My mortgage came and it said I had a \$2,100 shortfall in escrow, so I paid it in order to keep my mortgage down and now you're asking me for more. I do want to retire for real this time. I retired in 2020 and I came back during the pandemic because of the teacher shortage, but I don't want to be a hypocrite and be one of those teachers that come from another county because I can't afford to live here.

My question is, if I'm understanding right, \$80M comes from property taxes. Was I understanding the PowerPoint correctly? That's a real question and then I'm trying to understand the math because according to this document that came to me with all the differences that I will have to pay as an increase, to me it looks like it's \$8.1M increase in property taxes. Am I correct or is that wrong or—anybody. **Mayor Garner** said this is—**Dr. Counts** said okay, we're just supposed to pose questions. Okay, so that's my question and that's what I'd like to know.

Then, my second question is—**Ms. Sparks** said one minute remaining. **Dr. Counts** said within five years, how did my house increase in value by \$30K. All I did was replace the windows. I'm going to try to reroof my home and put up new gutters, but \$30K, my house is worth that much more. I want to thank you, but once again, if that's what it's worth and if taxes keep going up, I'm going to take that \$30K and move to a different county.

Chester Owens, 1150 Washington Blvd., said thank you for allowing us to speak. I'm probably at a disadvantage because I have sit where you all are sitting and I understand some of the problems that you have. Many people are speaking on the residences, but I want to deviate just a little bit. Our neighborhood group, we own six vacant lots and the item that I received today, each vacant now has increased 300%. Why is there such a drastic increase in the vacant lots? I don't expect an answer, rather tragic. Our neighborhood groups provide a lot for this community and we get nothing back basically. Most of our neighborhood groups are seniors and we are hurting. Members are dying and we cannot afford another increase. We utilize our neighborhoods for our neighborhoods. We have a community garden where we distribute food. How are we going to continue to do this. Our services have declined and are rapidly declining. Probably one of the

major things I have to do is go one block and look at the junkyards that are appearing and also I have to live on a street where it's a racetrack. I can sit on my front porch and watch the racetrack. Cars go from 10th & Washington to 13th Street, they're sometimes going 80 miles an hour. What happened to the services?

One thing I think we need to look at—**Ms. Sparks** said one minute remaining. **Mr. Owens** said we need to look at people in addition to property. You need to balance it off. It's totally out of balance now. We're looking at property and not people and this is tragic. We as seniors are hurting and \$200 may not seem a whole lot to you all, but to us who are on fixed incomes, that's a huge, monumental amount. Something has to change.

Tausha Payne said I'm here speaking about my property tax or the property taxes. Yes, I do agree that homeless shelter and it's importance is important, but in order for us to get there, we have to start in our homes and our homes where we're—how are we going to help somebody else when we can't help ourselves right now. Just for the community for elderly people who are on fixed income, how are they going to be able to help somebody. We got to start and help our home first and my property taxes have been going up for the past five years and I'm going to be honest, I feel like you all are robbing Peter to pay Paul and you are pushing people out. I'm at a point where I'm ready to sell. I really am because I can go anywhere else and pay way lesser taxes. Everything will be cheaper. BPU all that, it's just ridiculous how we are being taxed as a community as we are already a low income community. How are you going to keep taxing a low income community, I don't understand that. So, that's what I have to say. I don't even need the whole minute to speak. I'm just speaking on property value and starting in our city, starting in our homes. Some things I feel like is not even necessary that you all are funding for, but that's my opinion. I'm just tired of my property taxes going up and it's pushing me out the door.

Rhonda Harless said I live in Kansas City, Kansas. I live off of State and 61st. My property value, according to you guys, went up \$32K from last year. I'm on a fixed income. I will be moving out of this city because of the taxes if something isn't done fairly soon because I can't afford to live here. I can move to another state and live high on the hog and I can't do that here. I have no city sewer. I'm still on a septic tank. I have no sidewalks. My street is dangerous. They don't slow down. They go from one bar on 32nd to a bar on State at 40-50 miles an hour and every

house, six houses, there's children at those houses and they don't slow down. There's no speed limit sign. I would like to know what's going to be done.

Annie Boyd said I am a 79 year old senior citizen and I've raised eight children in Wyandotte County. I've worked 30 plus years for the federal government and I worked before that. I have worked hard all my life and raised my kids and we—I've always lived here in Wyandotte County to buy a house for my kids and myself. I moved from 2822 Hiawatha, zip code 66104. I'm out here now at 64th Terr. and I'm still 66104. My car insurance is higher, everything is higher for me. Last year my house appraisal was \$9K more and this year—I mean next year it's going to be the same. Where am I going to go. People in my neighborhood, really we're supposed to be in a higher class, but I'm still—you all have me paying this. When I was on Hiawatha I was only paying \$100 a year for my house. Now I'm paying 15—I'm paying a ridiculous amount. It just don't make sense, it does not make sense.

Again, like they're saying look at—we're people. We worked hard to have something and we can't have it. I worked hard and long so I could live a decent life, but I can't live a decent life if every year my appraisal is going to go up \$9K more or higher. I just need some consideration because a lot of people in my neighborhood are moving out. **Ms. Sparks** said one minute remaining. **Ms. Boyd** said, again, Wyandotte County utilities—my daughter had to pay \$800 a month for a whole year for water and lights. That's just crazy. She has five boys, her husband is deceased. I mean it's just ridiculous. Wyandotte County—you really need to do some thinking because, again, this is just not right. Something needs to give.

Charles Carney said I live in the Prescott neighborhood. My wife and I have been taking in unhoused people since 2004, sometimes known as the St. Lawrence Catholic Worker House. We almost always have two to four people living with us at any given time. We do this for free, we don't get paid for it. We do it voluntarily. Last winter before the cold weather shelter was in place, we took in four. We had a very unexpected spade of cold weather. We had four people in our unfinished basement. Not an ideal situation, but it beats the heck out of people freezing to death. Dr. Martin Luther King said, "the measure of any society is how it treats its most vulnerable." Well, how are we doing so far Dr. King, not very well if we don't have a—don't even have funds or a plan in place for a cold weather shelter this winter, this close to the time.

My wife and I are taking a 20% increase on our housing—on our property taxes and we are doing everything we can to help people in this community. That kind of feels like—oh, what’s that thing called, oh yeah, no tax—that kind of feels like taxation without representation.

Commissioners and Mayor, we need your help. The burden of housing should not fully rely on us citizens alone. Now, with all due respect, a gentleman came up here and said that the churches and the social service agencies are willingly taking in people for cold weather and the homeless. Respectfully, where are they, because I have some friends who live in Rosedale and they take some people in and other than that I don’t know of anybody else. **Ms. Sparks** said one minute remaining. **Mr. Carney** said I beg of you that we put together resources with caring professionals and a comprehensive plan to not only solve the long-term problem of homelessness, but to solve these emergency problems where people are in danger of dying. We need to do this with KCMO and with the region.

I want you, I beg of you to vote for a budget that stands for justice. I beg of you to advocate for human rights and I ask you to vote for dignity. Dr. King said, “justice deferred is justice denied.”

Carolyn Wyatt, 359 Troup, said what I want to say is that someone made a statement saying that they take their orders from staff. Staff didn’t put you there, so you should take no orders from staff. The community put you there, so you should be listening to the community. I have some vacant lots, like \$5, \$6 a year, now they want \$300 so what they’re trying—what do you call that—gentrification and you know it’s not about gentrification. It’s about residents, it’s about people. You know, people put you there. Maybe you’re not the person that needs to be there if you don’t see the people. Elections are coming up next year. There will probably be somebody else in those seats because I’m going to be—I put out a slate every year and believe me, your name will be on that slate if you don’t hear the people and we’ll go door-to-door and make sure that you won’t be in that seat. Consider the people. Some of you may not be running and that’s okay, that’s good if you ain’t running. I see some smirks. That’s good if you’re not running, but what I’m saying is that if you don’t care, we know somebody who will care.

Like I said, northeast area, it’s not the vacant land there. You know you want to raise people taxes, but you don’t invest in it. You invest out west, you invest somewhere else. You got to spend some of that money and the commissioners, if you’re not advocating for the northeast

area, you don't need to be there because your money is going to another area every year because you're not asking for money. You're not pleading with the people. We got commissioners who are pleading for their area, so you got to plead for your area, you got to get that money because if you don't get it, guess what, it's going somewhere else. It's not going in your area. That's why we put you in those seats—**Ms. Sparks** said one minute remaining—**Ms. Wyatt** said for you to do the right thing. You're there to do the right thing. If you're not doing the right thing, you're doing the wrong thing.

John Coil said 20 years ago I came into the Kansas City metropolitan area and came into KCK and started purchasing houses and rehabbing them and holding them. I'm an Episcopal priest. I came into this area because I had a sense of ministry and a sense of call to try and provide quality housing for people. We have attempted to make sure that the housing was quality with good roofs, central heat and air, new windows, good facilities to make sure people are well housed and also to hold rents as tightly as I could possibly do so. In the last couple of years we've had to raise rent really for the very first time and this last year I had to raise it between 6 and 10% in order to deal with the insurance hikes and now the tax hikes. The problem is that when these taxes jump the way they do, they burden the most vulnerable in this kind of situation.

I have been a leader in large institutions, understand the complexities of large institutions, and I understand the difficulties of the decisions that you have to make, but I do ask you to seriously consider taking advantage of the fact that the property values have gone up and please consider the possibility of using a lower mill rate. We need to benefit from that.

I don't live in Wyandotte County. I live in another county. My taxes are ridiculous, but at least in this past year they dropped the mill rate significantly enough that it held everything stable for us. I want to encourage you to approach it this way. **Ms. Sparks** said one minute remaining. **Mr. Coil** said you can have the mill rate where you drop it down a little bit and still bring in a few more dollars and I want to encourage you to consider that in your deliberations.

Ms. Sparks called Al Greenwood to speak. He did not appear.

Ms. Sparks said, Mayor, those are all the speakers we have in Chambers. We do have some online.

Mayor Garner said before we go online, is there anyone else that would like to speak before I move on. I'd like to give that opportunity.

Sandra McGill said I'm born and raised in Wyandotte County. I'm not a good speaker so I wasn't going to speak, but a lot of this has touched my heart. I haven't heard anything about middle class and middle class is where we always get the short end of the stick. We always have to pay the help, but nobody helps us and right now with the taxes as they are, we can't help ourselves, so if we could look at that. I know years ago when out west, the Legends came, we were told we're going to increase. We increased almost 300% for me and we're going to go back down in five years or whatever it was because of their tax break. When we went back down, we went down 5%, so I've never ever saw that same tax rate I had before, nowhere near there. It's been really hard and we're really struggling now and it's not helping the homeless or anybody else because like they said, if we can't help ourselves, then we definitely cannot help anyone else. Please consider what we're saying here today and take it to heart.

Mayor Garner said now we'll recognize members of the public online who would like to speak on this item. Please raise your hand so the Clerk can acknowledge you. When recognized, please state your name and city of residency for the record. You'll be given up to three minutes to state your comments.

Ms. Sparks called for Nehemiah Rosell. He did not respond.

Denise Kane, KCK, said all I would just like to say is that I would like to see the commissioners and the Mayor take and be very considerate of how we older people that live in this community are struggling to take and pay taxes, to buy food, to be able to live as we have in the past. That's all I wanted to say.

Melvin Williams said for the last, I want to say month, I've been requesting—well, let me first say this, we're getting over taxed and no city services to go with it. We have departments that have more supervisors than employees. One department, I know, has 10—including the supervisor has 10 employees, so five of them are supervisors. When are we going to finish consolidating the

Unified Government? We can save a lot of money that way, but I guess when it's not your money, you don't care how it's spent. I've been asking for a month now, on my street alone and various other streets, but my street alone—I know I'm 5'7 and the weeds are at least a good nine feet tall. I've been asking for the city to come out to cut it down. We have a dead end sign, because I know, I live on a dead end and if it wasn't for my neighbor down the street pretty much just chopping or weed eating in front of the dead end, nobody would know there was a dead end sign there.

Potholes, everywhere. I see that in some areas that they are out there filling them in, but the point is, we're getting taxed and nothing to show for it. I don't want to beat up on one part of town because it's not their fault that they choose to live there, right? I'm not going to say that I live in a dangerous area in town neither, but at the same time I do want my city services that I pay for to come out and cut grass on my street that's taller than me. That's not fair. I almost hit a deer today. **Ms. Sparks** said one minute remaining. **Mr. Williams** said if it wasn't for me helping my grandmother, Lord forbid, she would probably lose her house because everybody keeps saying, and I agree with them, taxes go up every year, but these old people out here, they can't afford it. If they can't afford—they barely afford their medication, what makes you think they're going to afford extra tax increase on their property.

We consolidate the Unified Government, give us what we ask for, city services, and figure out a way to help our senior citizens.

Rachel Russell said I currently reside in the Rosedale community. I would like to speak on behalf of the Proposed 2023 Budget. I have three asks this evening for the Commission and this administration. 1) that the Unified Government consider extreme weather project in its annual budget process rather than scrambling each year to figure out how to make this work. We can and we shall do better. 2) that the Unified Government designate a point of contact for the project to communicate directly with social service providers and like partners in preparation and through the winter season, throughout the winter season. 3) that the Unified Government partner with the extreme weather project partners to collaborate with Kansas City, Missouri for a regional cold weather response and other jurisdictions.

At the point we are 100 days away from the first day of winter based on the cold weather rule. As we, as well as our best vulnerable, cannot wait a day longer to not be proactive versus

reactive. Many partners are at the table, many that are represented tonight to ensure not one more person dies in Wyandotte County this winter due to cold weather injury.

As a member of the community at large that participated in the operations last year, I know the impact of the shelter firsthand. Many of those that I met last year are housed or in the process of getting housed. This isn't just an extreme weather project or a shelter, but a gateway to ending homelessness in our community. I hope the UG will prioritize the need for this project now and in the future.

In closing, I don't have the golden solution, but we've got to address families experiencing homelessness as well. **Ms. Sparks** said one minute remaining. **Ms. Russell** said we are seeing an uptick and it's heartbreaking. We need your support and your commitment to addressing the immediate needs of those most vulnerable in our community.

Mel Winter said I'm the Director of Operations with Our Spot KC and I'm speaking in regards to the cold weather shelter. Our Spot KC worked with other agencies, social service providers throughout Wyandotte County last year to help provide the cold weather shelter. I wanted to speak to its need and the vulnerability of the population that's experiencing houselessness. Our Spot KC specifically provides dedicated services to LGBTQ Plus folks and our population is dramatically overrepresented and we're able to be there in those cold weather shelter nights and provide the gateway to housing to get people on lists and to do everything we can to connect people with services.

We were able to provide workforce development to the youth who live in our transitional housing program through the cold weather shelter last year and various other opportunities. They were able to engage and interact. We served meals, things like that.

The ask is that cold weather shelters be put in the annual budget for Wyandotte County and also to provide a point of contact and create a regional response to cold weather shelters for folks who are unhoused.

Nehemiah Rosell said I wanted to speak as well about the extreme weather project. I'm a licensed social worker in KCK, but working with the in-house population in this county for seven years and was a worker at the cold weather shelter last year. From working there last year, and from my work in the community, I see the acute need and the need of this extreme weather project in this

community. Sometimes last year we were at capacity before we were even opening the doors and so we had to then divert people to other resources.

We, as involved every year, we have a point in time count where we count the number of folks who are experiencing homelessness in the Kansas City area. In this year we had 201 people who were either unsheltered or in the cold weather shelter for one night. That's just one night, 201 people in our county who are homeless and that's a (inaudible) days from last year. The need is real.

I also manage a housing list that has over 120 people who are literally homeless and waiting for housing and that's the biggest it's been since I've been in my position. During the point in time count we are able to see geolocation of where people are at and the vast majority of those surveys of people who are unhoused were east of 18th Street and so really the Reardon Center last year was a prime location because it's near the people in need and also near the bus line and transportation.

Like others here tonight, I'm asking that we have funding for this year and that's coming up really soon as well as a location, as well as dedicated funding in the budget for ongoing years because every year we're just scrambling to try and figure out how we're going to help these folks who have nowhere else to go on the coldest nights of the year. We also need a dedicated staff person who has real authority that we can have ongoing support from and communication within the UG and then also a regional plan so we're not at—**Ms. Sparks** said one minute remaining. **Mr. Rosell** said so we're not at (inaudible).

I just want to say I also appreciate people's concerns about the property tax, but there's not an either or and we're not asking the city to raise property taxes to fund this cold weather shelter. This project is pennies compared to the city budget as a whole. In thinking about this project, I think about all the people last year who I saw at the shelter. People who lacked a lot of self-care, people who struggle with mental illness, the people I see every day in the same situations who are in dire danger on the coldest days of the years if we don't fund this project.

I might think of the individual I saw today as I was coming out of my work, an elderly veteran in a wheelchair, recently homeless, and if this was January, he would have nowhere else to go tonight. So, for those folks in our county who are in this need—**Ms. Sparks** said your time has expired.

A. Dusik said I am not an elderly person; however, I am disabled. I have a very limited income. As my real estate taxes stand right now, I have made zero improvements to my home, I have been unable to make any type of improvement to my home and it currently requires a minimum of three plus months of my entire disability check per month, the entire thing, at the current taxes to take care of my yearly tax. My home this year, with not a single thing being changed, has increased 76.573% with nothing being improved on my home. Yes, I understand, homes around me are selling more than they ever have. However, with those homes, they have gone in and been completely rehabbed by a person who flips homes or that nature. I raise a child, and my gosh, if I were to have one emergency come up, I would not be able to tend to that.

With an increase in my real estate taxes, you are guaranteeing our homelessness. With that being said, those three months' worth of my income that has to pay for what is current on the taxes for the next year, I would not be able to take care of BPU, so I'm in a pickle there, not being able to have utilities for sake of having to be able to take care of the already high taxes.

If my ability to appeal my taxes would have gone through, but coincidentally, I'm putting in my appeal when your computer system got hacked and I've been told tough luck since then. I've not been able to do anything to counteract your guys' increase, but I'm trying my darndest. **Ms. Sparks** said one minute remaining. **Ms. Dusik** said I just really don't understand. Everything in this county is going up, up, up and we've got big corporations coming in and oh, we'll just forgive their taxes. What about the people who have been tried and true for 40 plus years or more in this county. We sure don't feel the love back. That's a guarantee and my father retired working for this city and I'll be darned if I lose our family home because of these taxes. This is too much you guys. It's not fair.

Ms. Sparks said, Mayor, there are no other hands raised online. **Mayor Garner** asked, are there any other comments from the public?

Karl Schottler said I own the Paramount Landscape business here in Kansas City, Kansas. I live in Lenexa, but I located my business in Kansas City, Kansas because of the appeal it had back in 2003 as far as affordable tax rates and a community that was welcoming to a business of my stature. In listening to this, and I understand, I mean this is a very proud community because I've listened to all of these comments. To me, and again, not necessarily a knock to these very intelligent people

over here, but all they've done is manipulate the numbers. Back in 2018 the appraisal value of property went up 46% in one year. Since then, now that we're in 2021, which is the data I have here, it's up 49% from 2018. They talk about the mill levy coming down and how they're competitive against other counties, other cities, it's because the appraised value has skyrocketed and that's what's killing everybody.

I don't know where the medium ground is in there, but it's the appraisal side of this that is driving this and you can say the mill levy has reduced and looks good, but overall, the revenue has gone way up. I don't know what the property tax revenue was in 2018, you know, if it was tremendously lower or what the funding changes have happened, but it's just a math issue at this point of pushing numbers from one side of the spreadsheet to the other and by raising these appraised values, it has increased the burden on the homeowner and small businesses. **Ms. Sparks** said one minute remaining. **Mr. Schottler** said if I had to do it all over again, I don't know that I would locate my business in Kansas City, Kansas because I'm not a big corporation. I don't get the tax abatements and all of the kickbacks and things that make it appealing to them, but to push that burden down on the small guys, on your residence, on your fixed income.

I've heard people talking about homeless shelters tonight. Well, your homeless population is increasing because they're losing their homes. So, yeah, you've got to fund homeless shelters because they can't afford to stay in their homes. Anyway, I guess I would ask you to look at the assessed value, the appraisal side of this in addition to the mill levy and see if there are some adjustments, some medium ground there that can be brought back to reduce the tax burden on the residents and small business.

Beverly Watkins said I live on 59th Street in Kansas City, Kansas. The thing I want to say is that I am one of those that bought a house. I sold my house and bought another house. When I bought my house and I moved in, it had been re-renovated like somebody was saying and the price went up. The original price was 88 and then it went up to 200, but the thing I want to say is that when I moved in there the taxes were \$1,600, so I bought the house because of the payment amount and everything, but no sooner than half a year, it went up to \$1,900. The next year it went up to \$3,800. If I had would have known this—it's got to be some kind of way that you can put that down. Let a realtor know that you have to say a percentage rate of a house when you're moving in there. They're telling us it's \$1,600 and the next year it's \$3,800. I can't afford \$3,800. Add it, I'm

paying \$300 more in two years, \$300 in property taxes more in one year. I'm talking about a month.

Mayor Garner said this will be the final call, is there anyone else in the audience or online that would like to make any comments in regards to the matter that's been presented before you tonight. If there are no further comments, I will close the public hearing. Do any members of the Commission have any questions or comments they would like to make in regards to the matter that is before us?

Commissioner Townsend said I wish to thank everyone who spoke from the heart tonight. I want all of them to realize that it's not a matter of us not, from our hearts, appreciating what you have undergone with increases. In short though, the gentleman who last spoke, forgive me if I mispronounce your name, was **Mr. Schottler**, who has the landscape business. He hit the nail on the head. We do not vote on assessed values, but I agree, there needs to be something that looks at that. That is the combination of what yields your taxes and I couldn't leave here tonight with someone here or listening thinking we are raising your taxes. Since I've been on this Commission, since '13, the mill rate, which is what this Council votes on, has been reduced at least twice and held constant, but there has to be some way we can look at assessed value.

From what I was told, assessed value is evaluated at the beginning of each year and looks at properties like yours whether it's a house or vacant land that sells and that's where these rates are supposed to be coming from. I agree with you, we need to look at what we can do to level those off, bring that down. I think one of those things is market forces. If you have more need, more demand, you've got housing stock, that's going to raise your prices. What we can do about that, I'm not sure. Get more housing stock in here. I know our Interim Administrator has talked about a plan for housing. That is one, I think, long-term goal, but I didn't want anyone to leave here tonight thinking we're voting to raise your taxes. That is the effect, it affects you all and it affects us as well.

Also, there are a lot of numbers tonight. We have to, in my opinion, reevaluate where the dollars are going. Just so you all know, again, of the dollars that the UG collects, all of that is not for the UG. We only get to spend 46% of every dollar that's collected from all the taxing entities and I would encourage you to make your heartfelt pleas to the other taxing entities, the school

board, junior college; these are also entities that are elected officials just like us, but it seems like we always get the passion and that's okay, but education is vital to this process.

Where we have currently in the proposed budget a \$4.3M deficit in the City General Fund and that's the fund where the majority of our expenses are paid from, the majority, police, fire, roads, streets, so just bear in mind as we do if you want the taxing dollars, the amount of money, the revenue that we take in decrease, we may have to look at decreasing some other things; personnel services. Don't want to say it, nobody wants to hear it, but you've asked us to make some hard choices so that's what we're looking at.

Commissioner Burroughs said I too want to thank the public for speaking up and coming to this budget hearing this evening. Our assessed values are really causing pressure on all property owners of all ages throughout our entire community and even we commissioners feel it. I mean I broke my property tax assessment down the other day and I too feel it. I have stated all along since I've been here as a commissioner we cannot continue to do this. We cannot continue to operate this way and expect things to change. We've had a large increase in assessed value. We've heard that over and over this evening, but yet we have continued to keep the money coming in and not address expenses. So, you either have a spending problem or you have a revenue problem and it's trying to find that balance that we're challenged with.

I believe there's money in the budget to lower the mill to become a little more revenue neutral. My colleagues, some will disagree with me I know, but that's the privilege I have of being the voice of the people in my community. It's countywide is how I look at my community and I know there's commissioners up here that we have done battle trying to find a way to find some resolution. I will share with you, I'm opposed to the Revenue Neutral Rate and that's where I stand. I want property tax relief. I'm going to take my legislative hat off, my commissioner hat off, I'm putting my property tax owner hat on, I want my taxes lowered.

Again, thank you for the time you've shared with us and airing your concerns.

Commissioner Ramirez said thank you everyone who came out tonight. I'm listening, I am. I talk to my district, Rosedale. A lot of them too are asking for property tax relief, but also on the other side, it's that increase in services. So, where I stand, it's I need to find that balance of that property tax while also being able to provide more services. That's why last Thursday, you know,

Commissioner Bynum with our CFO, provided an option of a two mill reduction on the County side because our County budget is more healthy. It can withstand and it can be sustainable whereas on our City side, we cannot because as Commissioner Burroughs said, we may have a spending problem, so we don't have the resources to provide that mill reduction, but I support on the County side a two mill reduction. Along with what Commissioner Townsend and the gentleman said, maybe we do need to look at how we assess in our appraisal process.

That was something when I did run for this seat that was, I can tell you every time I knocked on a door, property taxes was number one issue and that was one of the things I talked about, was maybe we need to look at how we assess, our appraisal process, whatnot. But it wouldn't hurt to take a look because as Commissioner Townsend has said, we have over the years lowered, many times lowered the mill rate, but our assessed value keeps going up. I know naturally property value, if homes are selling more around you, it'll go up, but I don't think it will be going up exorbitantly as they are.

I want property tax relief. I just don't want us to cut too much where—and this has happened in the past, where the Commission has cut too much and then the next year they had to raise taxes because they cut too much. That's where I'm at. I do want property tax relief, but I want to make sure that we do it right, we do it the right way.

I don't think Revenue Neutral Rate is the way to get there. We can lower it little by little every year, but I just don't—I think that a drastic cut like that is going to be a shock to the budget. I don't want us to cut services when you all are asking for more services, better services.

To your question about the \$80M, that's the County budget total. That's how much we have budgeted for the County and we're bringing in the same amount as we're spending on the County side. That's what that \$80M you're talking about. So, I do support the two mill reduction on the County side. I do because we can sustain it. It will provide some tax relief on the County side. The City needs some work and I have pledged and a lot of our—some of the commissioners here have pledged on, along with our Interim County Administrator, is looking for those efficiencies within our government, finding those cost savings.

Just in our Standing Committee earlier tonight, our Public Works Department provided—they gave us an update on a program that they did where they created cost savings by doing training in-house rather than external training where it would have cost more. They worked together to create that cost savings and that efficiency and that's something we should do throughout all of

our departments. I have pledged to do that. I have pledged it to our Administrator, to our staff, of working with them to find those cost savings so that we can provide more and better tax relief. Unfortunately, like I keep saying, when people ask how it is to be in government, on the outside it looks slow, but once you're in government, once you're here, it's even slower. It takes time. I'm committed to it. If next year—if between now and when we adopt the budget or after we adopt the budget and we work with the commissioners and staff and our Administrator, if we can find more cost savings, more of those efficiencies, drive down our costs, and then next year I would be more than happy to have more conversation on tax relief. Not just on the County side, but also the City because that's where the majority of our expenses come from is the City.

I do hear you. I have family. Lord knows, they have come to me, they have called my phone too, so I hear you and I am committed. I have good friends and I have good friend, Faith, out in the crowd. I can tell you I am a Mexican American. Part of our culture is being honest and operating with integrity and that's how I've done ever since I've been here and that's what I'll continue to do.

Commissioner Johnson said, Mr. Lindsey, on page 5 of your Budget Overview, I see the expenditures of all funds is yet \$432M. Do we have a page or anything that shows the revenues from all funds? I just see the expenditures. **Mr. Lindsey** said, no, that's not included there in the presentation, but if you hold a second—**Commissioner Johnson** said I would love to see that. I've said it before—**Mr. Lindsey** said it's \$425M. **Commissioner Johnson** said expenditures are at \$432M so that lets me know that we are structurally unbalanced. I thought I heard that the budget was balanced. **Mr. Lindsey** said yes, the budget is balanced and the reason it is balanced is because we have a fund balance that we can spend from to make it balanced. So, when it's structurally imbalanced—**Commissioner Johnson** said I would disagree, yeah, it's structurally imbalanced to the tune of \$5, 6, 7M. I'll do the math. Yeah, I see that \$7M. I've always been one that has advocated that we do not need to touch the fund balance unless we have no other choice. So, this means to me that we still have work to do and we're doing this in a climate where our constituents are asking that we lower the taxes which would be revenue. When we're \$7M already in structurally unbalanced, learn these terms here, it makes it awful hard to suggest that we would lower taxes when we already have a \$7M hole.

I will say that in light of the increased valuations that are going on, that we should protect our senior citizens and those that are disabled that have talked tonight, we should as a government try to figure out ways that we can protect them as market values increase in terms of property. But when I look at and ask that question and get the response that I received, then it lets me feel even more certain that now is not the time to lower the mill levy. I can't speak to the appraised values as has been brought out to us tonight. I mean this is not towards you Mr. Lindsey, I'm just talking at large. Because we have been approached by our Public Works Director in letting us know that we need an average of \$20M more a year just to deal with the number one issue that we have and that our citizens have told us they want to address, which was our streets and our roads. That was on the community survey.

In order to address that, we're going to need more money. We already told Angel in Parks & Rec that we wanted to have better amenities particularly east of 635 in terms of our parks and there's somebody here, that I'm not going to name, that wants a whole new park. Again, we leveraged that against the discussion about lowering taxes.

The Sheriff has been to us twice already saying that they need to increase the level of pay because they can't compete with the Police Department, the Kansas City, Kansas Police Department. I talked with one of the members of the staff and they said they have about maybe 12 to 15 deputies in the intake facility where we have over 300 persons. You only have 12 to 15 sheriffs to take care of that. He's been to us twice and we said okay, we hear you.

I don't know, as I said before, the math doesn't math for me. When we look at lowering mill levies, it reminds me of the words of Dr. Mosher from the Kansas City, Kansas Community College and he talked about all the needs that they're endeavoring, building new facilities, well, we're talking about streets and roads. We're talking about public safety, we're talking about parks and rec. You can't increase the (inaudible) tonight.

We've also heard about dealing with our homeless which is a national problem that we are not in Kansas City, Kansas alone in that issue. We are dealing with it just like everywhere else. We cannot listen to the needs of our community in terms of things that we have or don't have and then suggest that we also cut the revenue source that's already showing that overall when we compare revenues to expenses, we're at a \$7M shortfall. So, bear with that. Thank you for the floor and I will conclude.

Commissioner Stites asked, is it possible to pull up the chart that shows the dollar bill? I think it's very important to see that.

Property Tax Mill Rates A Property Owner in KCK/USD #500 District

Even though our County Treasurer is responsible for the administration of all property taxes:

The UG Board of Commissioners levies only 46% of the total property tax

The remaining 54% are levied by other jurisdictions



I just wanted that set up before I start to talk about it, but whenever you hear the stories that are being told out there tonight, online, in person, I'll tell you if it doesn't pull at your heartstrings to hear people that can't afford or have to make decisions on whether they're going to buy medication, put gas in their car, or even be able to go visit family or eat dinner that night, we better start paying attention. It tells me that we've done a terrible job. If we're presenting, and it's not a balanced budget, Commissioner Johnson, I agree, it's not balanced. We're out of balance, we're out of whack and we better start looking at other ways to take care of it. If it means we got to start cutting services, then we need to start cutting services. Commissioner Johnson mentioned Dr. Mosher and them trying to build new facilities, stop. Stop building new facilities. We can't afford them. You know what, did you guys look at the very end where it says .16 KCKCC, when you guys are advocating for us to lower the mill levy or hold it down, there's a pretty good chunk of money that you guys are paying and they're building new facilities.

The community college was in here last week, I believe, and they said have no intentions of lowering the mill levy. They're partners of all of ours and we have asked as a Commission to have all taxing entities brought into the room together so that we can talk about how we can lower or hold the taxes down and that has yet to happen. They don't want to hear it. They don't want to hear it, but yet here we are facing the brunt of it and I'm going to tell you, I'm a newly elected commissioner. I've got broad shoulders and a big belly, but I got broad shoulders and I can hold it. I appreciate you guys coming in and voicing it, but I'm going to tell you, 46% the Unified Government, 54%, we don't even control half of that. We don't control half of the dollar that you guys—I say you guys, it's us too, I pay my taxes and I don't want to pay the high taxes either, so

we don't even control it. I encourage you, and Commissioner Townsend, when you said that you advocate for people to reach out to the other taxing entities, they need to hear the same thing. You guys need to be talking to them, so do we, but we can't seem to get them in the same room to have a discussion.

I am for tax relief. We have to do it. I don't believe that every single fund balance that the Unified Government operates has excess funds in it, every single one I said. I don't know why. If it says we need \$500K in a fund, we've got \$2.2M in that same fund. Let's get rid of that money. We're statutorily required to have certain funds for a rainy day, let's hold that line. We don't need more than what we're required to have because we can pass that on to our constituents. We can lower our taxes.

The other thing that I'm going to say is the \$20K—I wanted to ask actually—the 25 that Commissioner Johnson asked about or mentioned on the Public Works, they're asking I think it was 25 actually. You might have said 20, but I think it was \$25M additional each year. Is that on the City or the County side? **Mr. Lindsey** said City. **Commissioner Stites** said so that's on the City side. So, okay, we're asking for a County mill reduction, not a City side mill reduction. So, okay, that has nothing to do with—let's leave that out because that's the City side. We're talking about a County mill reduction which hasn't happened, has not occurred in how many years. I asked this, I believe, last Thursday. I have never got an answer. When was the last time that the County had a mill reduction? Still waiting, but it's time and we were told at the last presentation that when the City mill levy got reduced in 2017, 2018, and 2019 by two mills, two mills, two mills, that's because the County was in trouble and the City could handle it. Now it's just the opposite. The County's not in trouble. You just heard it. They're \$80M, \$80M in and out, but we're not reducing the mill levy. We're not talking about reducing it or, you know, maybe a little bit. We are bringing in more money this year than we brought in last year and we don't have to try to figure out ways to spend it. We need to give it back to the people that pay the taxes and voted us up here to represent them.

Commissioner Kane said I don't know if this is my 17th or 18th budget and I have mentioned the park every single budget because we don't have one west of 435, but there's parks all over the city and we don't have a place to go. I was here when we lowered the mill levy. The following year we had to raise the mill levy and then we had furloughs and layoffs for the employees. We have

to remember they're constituents as well. There are certain departments that we are damn sure top heavy and we need to fix that, no doubt about it.

Some of the things the people have to realize, this isn't the only thing that went up and remember, we're coming out of COVID. So, the grocery stores, the liquor stores, the bars, all those places have an expense, a delivery expense between 35 and 70, don't laugh at that. I do believe we can lower the mill two mills on the County side, but I want to be careful that we don't cut too deep to where we can still perform to get the roads fixed.

When those furloughs happened, the Police Department, they had to vote on not getting their raise, so we dug too deep that time. I think this two mill reduction will work, but we have to be careful. I know it would probably please more people if went more, but we don't know—COVID's not over. We don't know where this is going, so I want us to be cautious. My mother-in-law lives right up the hill and she is in financial stress as well, but we have to be mindful when we talk about if you dig too deep, then what do you eliminate. What service do we not give you that you want. It's frustrating to be up here knowing that we need to do something, but sometimes we can only do so much.

We are so short-handed in Police, Fire and Sheriff, it's unbelievable. We want to make sure that this is the safest place to live and one of the things that we don't do enough, we don't give credit to our employees enough. We saw a presentation tonight from Public Works. It's probably one of the best presentations I've seen since I've been here. They got a fantastic idea and perhaps we can use that idea, Jeff Fisher, and some other departments where we do our own training here. We're trying to do something to make a difference. Today we saw something that I thought was really, really unique and I think we can expand on that, but we never lower the mill as much as anybody wants, but I also don't want to lower it this year and raise it next year.

Commissioner Burroughs said I'm pleased to see my colleagues talking about a mill reduction. I don't care if it comes out of the County or the City as long as we get some tax relief. That's what this meeting and this budget's about, but we heard testimony tonight about one lady saying her taxes went up \$300 a month and that's a tremendous burden to carry and yet we're only offering a half mill reduction in our proposed budget and that adds up to \$17.25 per year. That's \$1.43 a month reduction in property tax for a homeowner. I don't know if that's considered significant enough to make a difference, but I will share with you that on the small business it was said that it

would be 125 per year, that's a reduction of \$10.41 a month over the year. So, if we really want to do meaningful tax relief, we're going to have some tough decisions.

We also went through a financial audit and my concern after the audit presentation that evening, it wasn't an action item. Most audits are presented and then they're put on a shelf, so I would ask this body to give strong consideration looking at the financial audit. It did tell us we were not financially stable moving forward and there's some decisions, as I've stated all along, they're going to have to be made. They're not going to be decisions that we like, but I would like to be in a position maybe two, three years from now to tell the community that we made the hard decisions three years ago and you stayed with us and we're here today to do what needs to be done and that's to move our community forward, but we can't do it if we don't make some financial changes.

Commissioner Johnson said I also want to say publicly, I appreciate the fact that we can agree to disagree in the matter of civility. I'm glad that my colleague, Commissioner Burroughs, brought that up in terms of how much money the average citizen would actually receive. The average benefit to our tax base in terms of actual money in our pockets cannot be compared to the actual benefit in terms of the amenities and the need for basic services that are still paramount in our community. So, I compare how much money is coming into my pocket versus how much—so but versus how much amenity that I can have in my community. It's already been said, northeast needs a lot and so our constituents while they do talk about the need for—you know in terms of dealing with the raise, the higher valuations, I'm trying to get my thoughts here. Again, I do believe that we should look out for those that are elderly, those that are disabled and find ways that we can put a ceiling there where they would not have to pay as much as those that are not in that elderly category.

The needs in our parks are egregious. We need improvements all the way around. We need improvements in terms of staffing, in our community centers. We need, we need, we need and so when our community is telling us this every single year, the hard decision is whether we should cut or not to cut and I get that, but for me the hard decision is whether or not we can look at the fact that there are the needs that outweigh the dollars that are coming in. When you tell me that this budget is structurally imbalanced, I think that speaks volumes. It tells the story. The needs continue to outweigh.

To my colleagues that say they want to look at ways that we can find excess in the budget, I totally agree. We all should be about that. As the Commission, we should be about that, but I do not believe that lowering the mill levy at the same time is the prudent route when we're already structurally imbalanced.

Commissioner Stites said I think it's very important to note that we're structurally imbalanced on the City side, not the County. I'm asking for a two mill reduction on the County side. The City side needs to get their stuff together and we need to figure out how we fix the City side. The County is okay. We've already proven that. That's where we're at. That's why we're asking for tax relief on the County side.

Commissioner Burroughs says I don't care if it comes out of the City side or the County side, the mill reduction. I disagree. I want it to come out of the County side because the County side is what affects every citizen in Wyandotte County, not just the citizens of Kansas City, Kansas. When the mill reduction on the County side happens, it happens for KCK, Bonner Springs, and Edwardsville.

Commissioner Markley said, Mayor, I'm prepared to make a motion.

Action: Commissioner Markley made a motion, seconded by Commissioner McKiernan, to approve the resolution and ordinance indicating the governing body's intent to exceed the Revenue Neutral Rate.

Mayor Garner said before I have the Clerk do the roll call, I'll make some comments. I don't vote on this in most instances unless there's a tie. We've been having this budget conversation for quite a while now. It really hurts me to hear—the pain that I heard when I campaigned and ran for office to be Mayor the same complaints of high taxes, high BPU PILOT, how it affects our seniors, how it affects our working families. I've seen the mothers, single mothers working two and three jobs and can't make ends meet because there's not any money there to make ends meet. I watched over the years, even when I was an employee here, we've slowly been taxing and you've heard that tonight, our residents into poverty and other residents out of this community.

We've heard from some good not-for-profit social service groups saying that we need to invest in our unhoused and impoverished populations and I totally agree. There's a balance with that. When people can't afford to stay in their homes and they're pushed out on the street, I think those types of things need to be looked at. I've heard a lot of conversations here about what we need to do and willing to work and things of that nature and I'm not here—and I say this respectfully and I don't mean anybody disrespect, we need to start working on behalf of these people. I haven't heard any real solutions. We've waited on staff to give us solutions and even with staff, I haven't heard any cost-cutting measures. Yes, we are going into a recession, yes, we've come out of COVID, and yes people are struggling because costs are going up and what I'm hearing is we want to continue adding to that burden when we have an opportunity as a governing body to tighten our belts, like I would do with my finances, if I know that we're in dire straits, we know that we're \$1.7B in debt.

We've heard from our staff that by 2027 our balance sheet is going to be pretty much leading us down a pathway to bankruptcy. We've heard from the auditors and I'll quote them again, he said if we don't change the way we do business, he paused and said or else and we know what that means.

When I hear about Revenue Neutral, one reason I support Revenue Neutral is because it's not a tax decrease like some tend to believe, it's to prevent a tax increase because when the valuations go up, that brings in more money through the mill levy increases. The Revenue Neutral Rate says that instead of the Unified Government bringing that additional money, we balance that in a way so our taxpayers don't have to pay the difference and they can literally pay pretty much what they paid last year, but what does that require us to do. It requires us to look for ways to cut costs, tighten our belts, operate more efficiently, consolidate certain departments, look for efficiencies in government.

Mr. Fisher brought a great idea and I believe we tapped into the collective minds of some of our employees and asked them how could you save our taxpayers and our Unified Government money and I believe we could find that. I know that some of our commissioners over this budget cycle asked for certain documents, they haven't got it. I asked for a breakdown on what our contracts look like and how did we arrive to these expenditures. How do we get to these estimates and how we negotiated in good faith with whoever our vendors and whoever we have contracts

with to make sure that the taxpayer dollars are, you know, we're getting a good return on that dollar for whatever service they provide.

We've gone from \$420M last year, now there's a \$432M projected budget. Every year it just goes up and up and this gentleman said it greatly, we've given the farm away to a lot of big box multi-million dollar corporations with incentives and BPU giveaways on the backs of working families and small businesses. I hate to say it, but that has to stop. We've got to broaden our tax base by really investing in the disinvested areas and bringing the type of residential and rooftops and small business to expand our tax base. We've got to put a pressure point on this tax burden.

I concur with my colleague, Commissioner Burroughs, that it can be done responsibly. I've heard a lot of folks talk about we don't have time and let's look at things next year. Well, I've talked to folks and they don't have time and they don't have any time for this Commission to get it together and wait till next year or the staff.

In fairness to this Commission and to this Unified Government, the public needs to know that yes, hard decisions are going to have to be made by this Unified Government because of our economic condition and because of the dire straits. I'm not here to place the blame on anybody, this is the reality of where we're at today and what we do know is we can't keep doing business this way because this town is going to end up bankrupt. We're going to keep running people out of town. It's the same scenario that I observed when I got laid off in 1987 because people were flooding out of here because of the high taxes and the lack of services. Crime went up and the only avenue to alleviate that was to start laying off staff and employees.

I've asked where is \$420M going. I don't get a good answer because I can tell you I share in the belief with a lot of our residents, I don't see \$420M worth of anything. When you talk about crumbling infrastructure, roads and bridges; we've got two bridges out, we've got vacant lots with weeds as high as trees, potholes just about everywhere that you can imagine. We talk about the shortage in staff, but we can't even get some employees and we got a lot of good employees here. Let's not leave that unnoticed, but customer service, according to a lot of our residents, is lacking. I know that for a fact because people call the Mayor's Office as a supplement 311 because we got employees that won't even answer their phone and won't provide the basic services and questions that our residents demand and deserve. So, customer service is lacking.

My question is, when you look at \$420M and another \$432M for the next year, I think we can do better with our money. We've got to demand better. There has to be better accountability.

I do agree, I think it was brought up, I believe that when you look at middle management and above, I think we're top heavy. That was brought up by one of our residents. I don't disagree with that. We've got to find a way to responsibly cut costs and I'm going to go back to what I said when I said that the community needs to take note of our economic condition where we are. When this Commission makes those hard decisions, you're going to have to support those hard decisions that this Commission makes because where we are financially not sustainable.

There are some things that this community needs to work with this Commission and this staff to find out what are the essential services that you do want to fund and what are the things we can live without until we can get a grip and stabilize the financial health of our Unified Government. That has to be coupled with finding ways to cut costs internally by our administration, finding ways to operate more efficiently. I don't know, do we use technology, there's a lot of ways to do those types of things, but we all know that we can't expect a different result if we keep doing the same things. We keep doing the same thing over and over.

Before I got where I'm sitting now, I heard the same things, next year we'll have the conversation, next year we'll talk about it, next year maybe we can do something. I want to help find ways to cut. I haven't heard one collective idea, comment, suggestion, ideas that really pushes that narrative forward. When do we start having that conversation. We are late in this budget cycle. I hear a lot about what we need to do, what we should do, but I don't see a lot of us doing that and we can't totally keep relying on staff to make decisions for this elected body.

We need to start leading from the front because we are elected to do that and that's what the people of this county expect us to do. Whether it cost me or any of my colleagues vote, we have to do what's right for Wyandotte County, but we can't keep taxing our people into poverty and taxing people out of Wyandotte County. That also prevents people that want to do business here. They're watching, they see, they look at the numbers. I've heard people say oh, we reduced the mill levy. To get to Revenue Neutral, it's about nine mills. Am I correct? I'm hearing two mills. My colleague, Commissioner Burroughs, talked about what benefit that is. I think it's an insult to the average taxpayer when you're talking about \$10 a month. You heard a lady talking about that she's paying \$300 a month.

I challenge this administration, the staff, and this Commission to do the hard work that needs to be done and figure out what essential services we want to fund, what things working with our community that we need and we can live without. I'll give you an analogy. It's like being

sick. I know I have to take this medicine and it doesn't taste good, but I know if I do take it and allow myself to get better, then I can get back to full health. That's where Wyandotte County is right now, so it isn't just about this Commission or the staff. This community collectively, all of us, have some hard decisions to make and I urge our residents to work with staff, to work with our administration, but more importantly, work with your elected officials so they know. I believe in doing things that are community-driven.

I just know the way we're doing business is unsustainable and I cannot support continuing from my position, as your Mayor, to support anything short of preventing tax increases on our residents in Wyandotte County.

Commissioner Bynum said I respect that we have a motion and a second on the floor. Just a couple of thoughts that I wanted to share. My monthly mortgage payments went up last year and I fully anticipate that they will go up again, so you know I'm definitely a taxpayer with a mortgage looking for ways to make sure I make my house payment and have a place to live. I've joked many times about the little prayer of things I make on the first of the month when I make that payment and say, okay, I'm good for another 30 days. It's not a joke. Any of us is easily 30 to 60 days away from homelessness. You know it just takes one serious devastating thing to happen to you or your family and there you are. I say that because we're real people and we are certainly dealing with and managing our limited finances in many of the same ways that those of you that spoke to us are, so please do take that to heart.

I will say that it's my firm belief that people inside of our Unified Government are absolutely looking for solutions and innovations and creative ways to bring cost savings into the community. We had Public Works & Safety Standing Committee tonight at 5:00 p.m. before this and we heard a wonderful innovative problem-solving way that our Fleet Division, Transit Division, and Parks & Rec folks came together to solve a problem that was going to be an expensive problem to solve due to a change in federal law that they figured out how to solve right here on their own without that cost. So, I believe we do have committed individuals working in this government looking for cost-cutting measures. We heard one tonight and it was very exciting.

The County Appraiser, many of you, most of you mentioned your valuation. When my valuation statement came in April and it was only \$17K higher, I kind of took a victory lap because

I was expecting a minimum of 30, just in my mind, off the top of my head, thinking it'll be 30, it was 17. I called it a win.

The County Appraiser is appointed by the County. That County Appraiser is appointed by your County Administrator. That person works in a County building that we all pay for. We are required by law to budget and pay for that department and that Appraiser follows state mandated functions. We have multiple departments that we are required by law to pay for that carryout state mandated functions. I hope that's not a surprise to you. District Attorney would be one of them, the Sheriff would be one of them, Motor Vehicle is one of them, your Election Commissioner. We don't make the ordinances they are governed by, but we are mandated to provide space for them and fund their budgets.

So, when we talk about valuations and our Appraiser, yes, we want very much to influence house, commercial, industrial appraisals. We control one side of that equation and that's the side that this Commission and Mayor have been talking about now for several months along with our staff. The side we control is the mill levy.

When the State Legislator last year passed Senate Bill 13, that's a state law that we are following with this hearing tonight and that state law says that if we intend to collect more revenue from the assessment of taxes this year than we did last year, this is a required public hearing to do that. There are 13 taxing entities in Wyandotte County, 14 if you count the tiny sliver of Lake Quivira that actually sits in Wyandotte County. We will set the mill levy rates for two of those, the city of Kansas City, Kansas and the county of Wyandotte.

We have been provided the intent to exceed Revenue Neutral for every single one of those 13 taxing entities including ours. The one possible exception—I've read every single one of them, there's one exception that is unclear to me and that is the Bonner Springs School District who looks to me they might be providing a mill levy reduction for people who live in the Bonner Springs School District. Every single other taxing entity, which includes Turner Rec Commission, in case you didn't know, if you live in Turner, you pay mills to the Turner Rec Commission, and has published their meeting notice of their intent to exceed Revenue Neutral.

I will tell you I'm glad to hear from you, we're always glad that you want to come and talk to us. If you are interested in any of those other meeting notices of their intent to exceed Revenue Neutral, we can provide them to you. You can email me. I will send them to you. You could ask the County Administrator's Office, you could ask the Clerk's Office. The point is, we have those

notices. They have to provide them to us and they have, so if you want to know when the dates of those meetings are, we can send those to you. They're coming up.

I say all of that almost by way of explanation and education and yes, we've taken many stabs at finding a way for us to work together, talk together, and have conversations about locating money for the General Fund, money for Public Works, money for the services, ways that we can pay for these services that are being requested and we've yes, still had a conversation about the possibility that we could have a two mill reduction on the County side of the budget, which I do support.

I wanted to ask for a couple of things from our Administrator and corresponding staff. We have mentioned here tonight our Special Funds that do have balances in them. We've had conversations on more than one occasion about can we sweep those funds. Those funds are also governed by state law and there's limits on what you can and can't do with the money in those funds.

My request, Mayor, would be that and it doesn't have to be immediate, but I think it's important for the community to understand, I would like an information session on every single Special Fund we have. We've had those before, but I want one again because I think it merits understanding, every single Special Fund, what it can be used for, what it cannot be used for. I would like a Special Session, if you will, on every single element that encompasses our debt. We speak about a very large dollar amount when we reference our debt. I believe that the dollar amount we're referencing includes the debt of the Board of Public Utilities. That's fine. We do own that utility. It's a municipally owned utility. I just want us to have an information session where we bring forward what makes up that debt. I would also like an analysis of every incentive we've provided on a development project over the last decade and what is the performance, good or bad, of those incentives that we've provided.

I want to make good decisions as well. I want to be able to strive for a level of tax relief in the way that this body can provide it, which is with the mill levy, and looking for cost-cutting measures. I want to make sure we are doing that with data.

Commissioner McKiernan said while it is true that the Unified Government could bring in more money next year than this year, the price that the Unified Government is paying for labor, goods, and services is going up by a substantial, if not, greater amount. I frankly believe our employees

are busting their butts to provide the services that our citizens want and unless and until I am shown otherwise, I hesitate to make cuts where there are so many unmet needs. Just this evening we heard about the needs for improvements in Policing, Code Enforcement, Public Works, Parks and other services.

Although I haven't been here for as many budgets as Commissioner Kane has, I've been here for a fair number of them, and in my very first budget I made the statement that I had no doubt that there is inefficiency in the operation of the Unified Government. I also said that I had no doubt that for every one dollar of inefficiency we will uncover, there are two dollars of real but unmet needs that should be funded for the benefit of our citizens. I stand by that statement because I have not yet been shown otherwise.

I will consider mill rate reductions on both the City and County side of the budget with the understanding that those reductions may necessarily result in the reduction of services provided to our citizens. Additionally, I will consider mill rate reductions greater than the two mills we've discussed up to this point, but I will not vote for the Revenue Neutral Rate.

Commissioner Ramirez said we all want efficiencies, we all want the cost measures, but again, going to Charter our authority is very small. That's the Administrator's authority to look for those by the direction of the Commission and if that is what we want, I would be more than happy to work with the commissioners who want to create a resolution directing the County Administrator to find cost measures throughout the Unified Government. It's not just an ask, it is a resolution voted on that she has the authority and the responsibility to do it. If we don't wait till tomorrow, wait till next year, all right, I will ask, I'll work with Misty, our Chief Counsel, to draw up a resolution. I hope commissioners are willing to vote on it to give that direction. Let's do it.

Commissioner Davis said I do want to recognize that a motion was made and seconded, so I am not going to delay because I understand the hour here. I want to thank my colleagues for—I will first thank you all for bravely coming to the mic and sharing. Thank my colleagues for their responses. This has been rather educational for me.

I hear you all on the heavy burden of taxes, no question about it. I recently bought my home a few years ago and we've already seen the increase. I'm not a senior citizen, I'm not disabled and I'm not on a fixed income so I understand my privilege within this conversation and

I'm with you all in that. We need to find a solution so that it is manageable. I also hear the demand for potholes to be filled, street bumps, guardrails, more amenities, I think everyone wants a rec center and all of those things cost money. I do not say all of those things to say that your (inaudible) and the things that you're going through on a real month-to-month basis is not—it's not real because it is, but you also deserve those better services. You also deserve those amenities and so it is my job to try to balance those two things, which is not easy.

I do think there are some things that can be done. I echo what Commissioner Townsend and Commissioner Bynum has said on getting some concrete answers. I don't know if they're having this particular conversation on the school boards. I mean I know for a fact as I was the one that had asked Dr. Mosher from the community college if this was even being considered and the answer was no and that's 16% of your property tax bill that is pretty much spoken for. I'm not saying that he said no, the Board has pretty much said no.

There was a comment made up here about elections, well, if you scroll down the ballot, those folks are on there too. So, the consistence, if we're really going to talk about relief, we have to hold everyone's feet to the fire. It's not fair, and I'm not saying this because, you know boohoo, this comes with the job, but it's not helping you to solely focus on 46% of your property tax bill. It is not helping you. What will help you is when the elections do come, you say if you're running for BPU, what are you doing to lower my utilities. What will help you is you say, if you're running for the community board, which I think was uncontested last year, meaning there wasn't even any competition, so there wasn't a lot of campaigning, yet they control 16% of your bill. What will help you is when folks are going to run for the school board for various jurisdictions to not only ask about the quality of education, but to also ask where the money is going and, oh yeah, you're about 30%, 34% depending upon where you live, of my property tax bill, what are you doing about that. This conversation has to happen everywhere. We can't make it happen because we're only responsible for the Unified Government. You all can make it happen because you're the voters and I encourage you all to do so.

I echo all of the requests for the Special Sessions and all the information that Commissioner Bynum was asking for and I feel like, since we're asking, and I will echo we can't keep talking about expenses while also not talking about revenue. No one is talking about how we can bring more money in. If you're in a home and you're able-bodied, you're able to work and you can get a new job and make more money, why not do that. You may not have to cut out all of the niceties

or spend less money on groceries, you might be able to get another job. The equivalent of getting a better job or getting a job that is higher paying is for us to invest in economic development in a way that's not convoluted. Too many cooks in the kitchen makes it very, very difficult to know what's going on, but we need to do that.

We also need to look at other ways to increase our revenue without looking at property taxes. We have the Olympics coming here, which is great. We have Homefield and the Margaritaville. We're going to have a whole bunch of folks that are coming to spend money here in KCK. Why don't we capitalize off that. Why don't we look at the Transient Guest Sales Tax and look at an increase so that we can offset some of the tax burden for you all as property tax owners and on all of us so that we can make those strategic investments and give some relief at the same time.

We talk too much on this dais about expenses and not enough about revenue. We have to have both conversations. If not, we're doing you all a disservice. If I'm not mistaken, there's a bill at the state level, the Homestead, I think it's a Refund Act—a refund bill. I would encourage you all to talk to your state legislator about what the state can do. If I'm not mistaken, there was a bill that was passed that caps it. I think if your home is \$350K or less, if you're making a certain amount of money for a certain age, you can actually get a property tax rebate from the State of Kansas, so there are some things that can be done. I just want to put that out there and my apologies if all of my information is not correct.

I'm on record for incremental and strategic tax relief, so I am for a two mill reduction. We need to have a conversation with our Appraiser about the assessed value. We do have a new Appraiser and so I look forward to having that conversation and yeah, I await what we can do for economic development because that is real. That's where we can really get true property tax relief.

When it comes to the warming shelter, I echo what a lot of our non-profits and social service providers have said. I think we here, the Unified Government, needs to decide what we want to do. If we're going to own the warming shelter, let's do that. Let's commit the money, let's commit the staff, let's do that. If we're going to partner, let's do that, but I think to not do anything and to not have the conversation at all or to only have the conversation behind closed doors has not been helpful and we need to get a clear direction. I don't know if that clear direction means the Reardon Center. I know there's a lot of politics behind that, but I think we should do something. I am for us being a compassionate community and not leaving people out in the cold

to die. I will stand on that. I do believe that the great work that was done with the warming shelter can be replicated and expanded so that we can get folks off the street.

Currently, within the budget, there's almost \$300K dedicated to the Reardon Center. I don't know why that money would be dedicated there, but perhaps we can use that money to actually solving homelessness and we can get something in perpetuity for the warming shelter.

Mayor Garner said I believe there's a motion and a second on the floor. Any further discussion? Seeing none, roll call please.

Action: Roll call was taken on the motion and there were eight "Ayes," Johnson, Kane, Markley, Davis, Bynum, Townsend, McKiernan, Ramirez and two "no's," Stites, Burroughs.

Mayor Garner said, Clerk, I'm going to present a veto for the record.

Misty Brown, Chief Counsel, said are you saying you are vetoing this item that just passed? **Mayor Garner** said yes ma'am. **Ms. Brown** said I do not know if there's a legal question to me to address, but I would say that in preparation we do not see a lot of vetoes of this, but Charter Ordinance 114 and also ordinary Ordinance 281 does set out the Mayoral powers for vetoes. In essence, the Mayor does have power to veto something other than a Charter Ordinance or an administrative ordinance that does not involve policymaking. When looking at this item tonight, this appears to be a policymaking decision in that it does attempt to set the policy of the Unified Government regarding the mill rates that would—that could possibly occur next year and we did have a public hearing on the item, so a veto is proper in this instance and in essence there could be an override of the veto which would take seven votes of the Commission to overturn the Mayoral veto.

Commissioner Markley asked, what is the next step for us? Do we just make the motion again because we already had seven votes. **Ms. Brown** said the next step, if the Commission wished to override, would be a motion to override the veto.

Action: Commissioner Markley made a motion, seconded by Commissioner Kane, to **override the veto**. Roll call was taken and there were eight “Ayes,” Johnson, Kane, Markley, Davis, Bynum, Townsend, McKiernan, Ramirez and two “no’s,” Stites, Burroughs.

Action: **ORDINANCE NO. O-108-22 & RESOLUTION NO. R-45-22**, “An Ordinance and Resolution of the Unified Government of Wyandotte County/Kansas City, Kansas to approve exceeding the Revenue Neutral Rate.” **On motion of Commissioner Markley, seconded by Commissioner Kane, the ordinance was approved and the resolution was adopted.** Roll call was taken and there were eight “Ayes,” Johnson, Kane, Markley, Davis, Bynum, Townsend, McKiernan, Ramirez and two “no’s,” Stites, Burroughs.

Mayor Garner said with no further business coming before this governing body, I’ll entertain a motion to adjourn.

Action: Commissioner Davis made a motion, seconded by Commissioner Markley, to **adjourn the meeting**. Roll call was taken and there were ten “Ayes,” Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs, Townsend, McKiernan, Ramirez.

MAYOR GARNER
ADJOURNED THE MEETING AT 9:40 P.M.
August 22, 2022

Monica Sparks
 Acting Unified Government Clerk

dt

August 22, 2022

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

SPECIAL SESSION, THURSDAY, MARCH 30, 2023

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in Special Session, Thursday, March 30, 2023, with ten members present: Bynum, Commissioner At-Large First District; Burroughs, Commissioner At-Large Second District; Townsend, Commissioner First District (via phone); 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. McKiernan, Commissioner Second District; was absent. The following officials were also in attendance: David Johnston, County Administrator; Alan Howze, Assistant County Administrator; Patrick Waters, Deputy Chief Counsel; Brett Deichler, Unified Government Clerk; Gunnar Hand, Director of Planning & Urban Design; Reginald Lindsey, Budget Director; DeWayne Bright, FUSE Fellow Housing Coordinator for the Unified Government; and LaVert Murray, Economic Development Advisor in Mayor's Office.

Mayor Garner said before I call this meeting to order, I want to announce that we have individuals attending remotely as well as on site. All participants joining by phone should mute their phones when not speaking to avoid any 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 exactly who is speaking to them. This is critical given the number of remote participants and is current guidance from the Kansas Attorney General Office. Please make sure you're speaking into the microphone clearly to ensure your comments are being heard in an accurate manner for our records here at the Unified Government.

MAYOR GARNER called the meeting to order.

ROLL CALL: Townsend, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs, Garner.

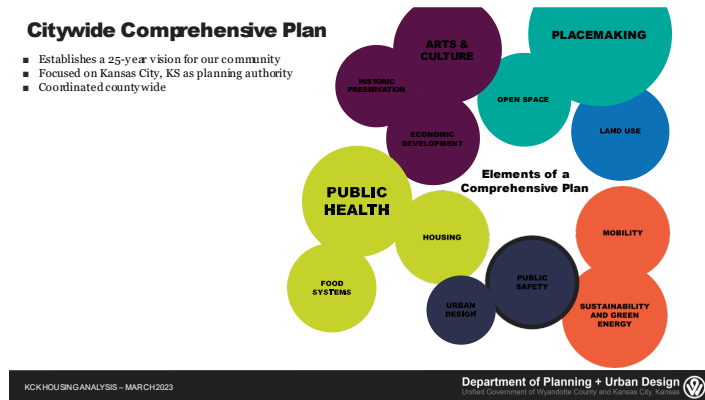
NOTICE OF SPECIAL SESSION of the Unified Government of Wyandotte County/Kansas City, Kansas, to be conducted in a hybrid format in the 5th floor conference room of the Municipal Office Building on Thursday, March 30, 2023, at 5:00 p.m. regarding Housing Policies.

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 with us, at our first special meeting, our new permanent County Administrator, David Johnston. Glad to have you here and I know usually when it comes to staff on the lineup sheet, there's a presentation from staff, and I'll let you lead into that as a first order of business.

David Johnston, County Administrator, said well, on day four, my script says I'm turning it over to Gunnar Hand.

Gunnar Hand, Director of Planning & Urban Design, said I want to thank you all for the opportunity to have this Special Session to talk about Housing Policies specifically. Small shoutout to Commissioner Johnson for making the motion at our last P&Z meeting to give us this extra time with you all. We really do appreciate it. We do hope that this is the first potential in a series of policy discussions as we move through the Comprehensive Plan process. That process will include a series of roundtables with the Neighborhood Business Revitalization organizations starting in April as well as a Vision Summit in May and subsequent thereafter.



You all have already seen this presentation at the last P&Z, so we are going to not quickly go through it, but we've abbreviated the presentation accordingly. We've also added a couple of slides to illustrate housing's connection to economic development, but we're really hoping that the next 45 minutes is a facilitated discussion about both.

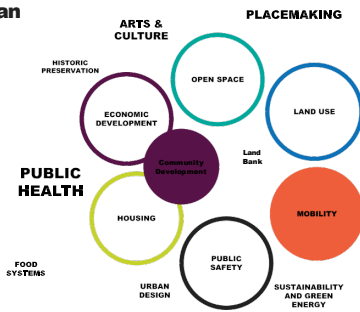
Again, I think it's important if you look at the arc of the planning process. We sort of start at the beginning having conversations about values. We move through time, a discussion about strategies and by the end of it we should talk about specific actions. So, this is a big picture conversation, specifically how housing sits within the Comprehensive Plan. If you all remember these slides, I'll quickly run through them. There are some basic elements that belong in every Comprehensive Plan. This is not a hard fast rule, but these are typically what some of those look like you would expect Economic Development, Housing, Open Space, and of course, Land Use.

If you recall, the goDotte Countywide Mobility Strategy is our transportation element. Now, over the last, let's say, decade plus, the trends in planning best practices have evolved. The trends in how cities develop have evolved and the things that go in a Comprehensive Plan have therefore expanded and evolved, so it's a much larger ecosystem than that core chapters if you will.

Citywide Comprehensive Plan

ADOPTED / IMPLEMENTATION

- goDotte Countywide Mobility Strategy (2022)
- Community Development Consolidated Plan (2022)
- Existing Area and Focused Plans (Various)
- Community Health Improvement Plan



KCKHOUSINGANALYSIS - MARCH 2023

Department of Planning + Urban Design
United Government of Wyandotte County and Kansas City, Kansas

The good news is, we've been doing this work. We may not have called it the Comprehensive Plan update in the last year plus, but multiple departments have been developing strategies that look way into the future and we can use those to build upon to start this Comprehensive Plan process. So, we're not starting from scratch. We've been doing this work for quite some time. We just haven't tied a bow around all of it and found the commonalities and aligned all the things accordingly.

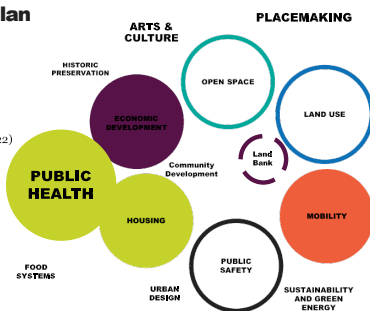
Citywide Comprehensive Plan

ADOPTED / IMPLEMENTATION

- goDotte Countywide Mobility Strategy (2022)
- Community Development Consolidated Plan (2022)
- Existing Area and Focused Plans (Various)
- Community Health Improvement Plan

UNDERWAY

- Housing Strategy
- Economic Development Strategic Plan
- Land Bank Policy Review

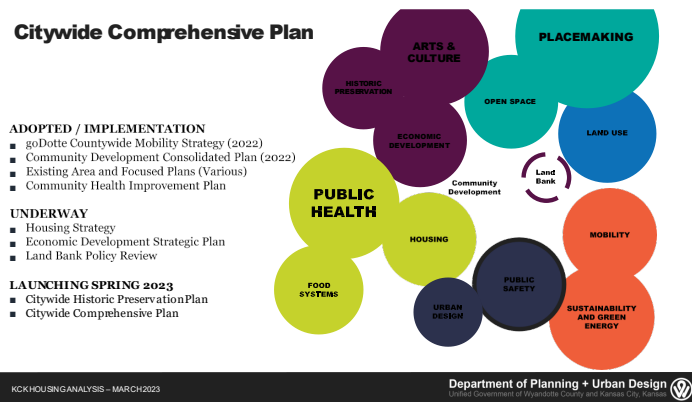


KCKHOUSINGANALYSIS - MARCH 2023

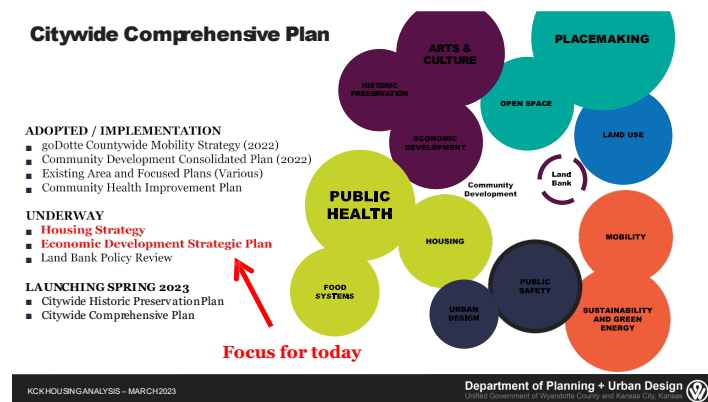
Department of Planning + Urban Design
United Government of Wyandotte County and Kansas City, Kansas

We are currently underway with the Housing Strategy. We're currently underway with the Economic Development Strategic Plan, but we're also doing things like the Land Bank Policy Update. I'm a big proponent of implementation starting on day one and so just because we're doing something that would probably characterize as an implementation action and comp plan, that doesn't mean that action can't inform our comp plan.

March 30, 2023

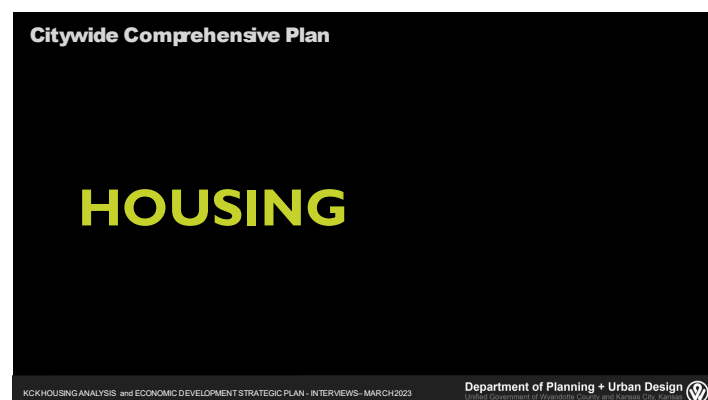


In the future we're still in the process of standing up both the Historic Preservation Plan as well as the actual consultant for the Citywide Comprehensive Plan.



In the interim we keep moving forward and today we really wanted to focus on our Housing Strategy and our Housing Development, excuse me, Economic Development Strategy Plan.

With that, I will pass the mic.



March 30, 2023

Housing | Recap

DeWayne W. Bright, Sr.
FUSE Fellow Housing Coordinator

dbright@wycokck.org | 913-573-5749

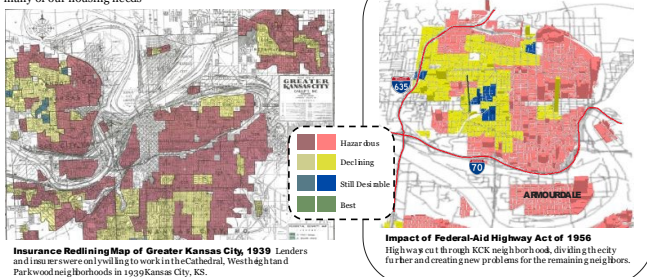


KCK HOUSING ANALYSIS – MARCH 2023

Department of Planning + Urban Design
Unified Government of Wyandotte County and Kansas City, Kansas

Housing | Historical Context

- Generations of systematic discrimination have shaped many of our housing needs



KCK HOUSING ANALYSIS and ECONOMIC DEVELOPMENT STRATEGIC PLAN - INTERVIEWS - MARCH 2023

Department of Planning + Urban Design
Unified Government of Wyandotte County and Kansas City, Kansas

DeWayne Bright, FUSE Fellow Housing Coordinator for the Unified Government, said just kind of a brief recap on our previous discussion. In our previous presentation we had a detailed discussion about Redlining and the Federal Housing Act of 1956 and how it drastically impacted the city of Kansas City, Kansas. I feel that I may have been a bit remiss in that presentation because what I failed to mention was that prior to both the Federal Aid Housing, excuse me, the Federal Highway Act and the redlining map of 1939 there had been discriminatory policies that were put in place many, many years ahead of that. That's how we came to have these segregated communities.

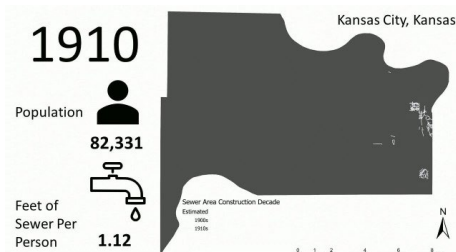
They were only tools that came along later and what they actually did is that they had significantly economically disadvantaged the areas of Kansas City, Kansas inside the 635 Loop and so there are many, many complex factors that has taken place that has brought us to the place that we are today. I did not want to just leave it there. It was simply a matter of redlining in the Federal Highway Act that has brought us to this place. There's been a number of situations. Things and policies such as including zoning, restrictive covenants, private lending practices, and

March 30, 2023

racial steering that led to the ongoing patterns of segregation, you know, disinvestment and inequality. I just want to kind of clear that portion up.

Housing | Decades of Sprawl

- Decades of growth in KCK increases demand for infrastructure without growing population density
- Costly to provide services and infrastructure maintenance



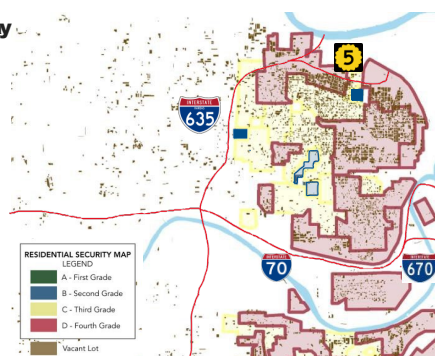
KCK HOUSING ANALYSIS and ECONOMIC DEVELOPMENT STRATEGIC PLAN - INTERVIEWS - MARCH 2023

Department of Planning + Urban Design

As we had discussed during that presentation as well, just the rapid growth of Kansas City, Kansas and the expansion of the infrastructure that was needed to support that. It brought us to a place where we were left with a serious debt cycle that we expanded to where there was so much infrastructure and a loss of population that we were not able to afford the infrastructure, construction, and the upkeep.

Housing | Vacancy Today

- 12,043 vacant lots in Wyandotte County
- More than 4,600 properties in UG land bank
- 90% of land bank lots are in the Northeast



Vacancy Analysis, 2023
East of I-635 reflects years of neglect, tax delinquency, and high vacancy.

KCK HOUSING ANALYSIS and ECONOMIC DEVELOPMENT STRATEGIC PLAN - INTERVIEWS - MARCH 2023

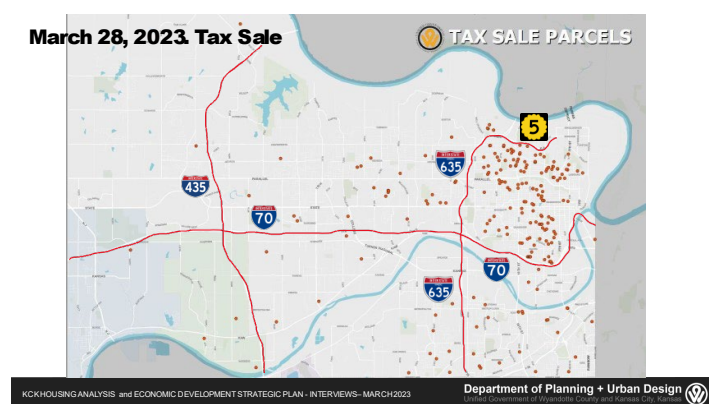
Department of Planning + Urban Design

We had discussed also about the vacancies as a result of the policies that were in place, but according to the National Community Reinvestment Coalition, redlining is related to a number of current characteristics of neighborhoods that were impacted by that. Those were neighborhoods that were impacted by redlining. They have higher instances of housing instability, increased minority presence, higher prevalence of poverty, greater social vulnerability, and they had a heightened risk of morbidity during COVID-19 as well as an increased prevalence of poor mental health and lower life expectancy. These were just simple characteristics no matter what

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community you go to across the United States that experience redlining. These were just simply some of the factors.

Now, with the passing of the Federal Housing Act and the Housing and Urban Development Act of 1968, the practice of redlining was technically banned and yet policies such as residential zoning laws and the development of the credit score, it continued the inequality in the housing markets. So, therefore, redlining alone should not be viewed as the sole determinant of modern patterns of racial inequality. In fact, there are many factors that are in play that determine how capital is distributed in municipalities today and that has all led to the housing crisis that we're currently in.



This is a map that details the recent tax sale that we had on Tuesday, March 28th. There were over 200 parcels in this month's tax sale. As you can see, the predominance of those parcels were inside that 635 Loop. So, the impact that was experienced from the historical redlining and policies, we can see that they're actually still at play today.

The shortage of housing is across the board and that is from the unhoused all the way to those that are 80% AMI. It is experienced everywhere, but what we're having now is that there's a widening gap between what housing costs and what residents in the UG can actually afford. So, that's a major issue, major issue economically.

There's going to be some data that's going to be shared throughout this presentation that is going to help us to understand that what we're experiencing right now with this housing crisis is about a lot more than just inventory, that we're not going to really be able to build our way out of this. So in thinking about a housing strategy, it cannot be done in isolation. We must have a solid economic development strategy as well because we have to be able to close that gap between

what housing costs and what our residents can afford. We have to figure out what is going to be the best way in order to do that.

So, with that, we have our Economic Consultant from Future iQ, David Beurle.

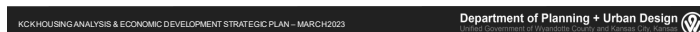


Economic Development Strategic Plan

David Beurle, CEO

Future iQ

david@future-iq.com 612 757 9190



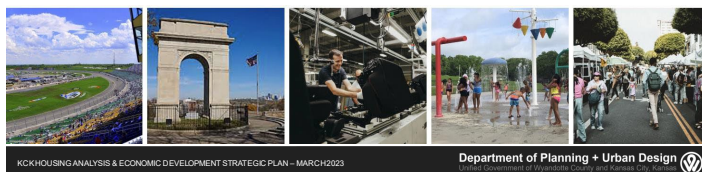
David Beurle, CEO Future iQ, said I'm pleased to be here and really looking forward to the discussion with you tonight. I wanted to sort of just build a little on what Dwayne was saying because obviously the issue around housing and some of those long-term disadvantages are very systemic and they're very historic. So, what I want to move is to start to look a little bit to the future. I know part of tonight is we're really keen to engage with you in a conversation about your thoughts about future direction. A couple of things to set that conversation up.

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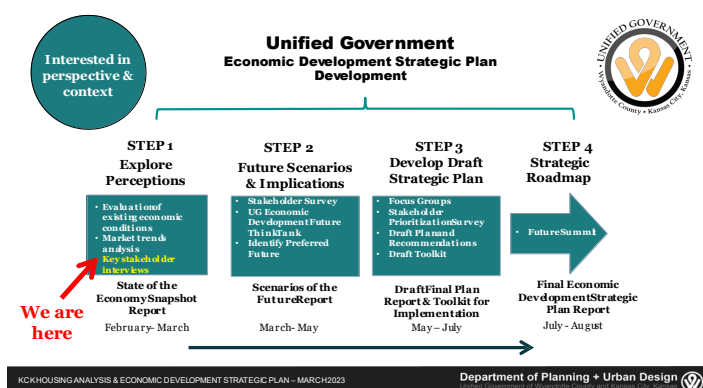
YEAR of VISIONING



Economic Development Strategic Plan



This really is the year of visioning for the UG and you know this whole notion of being able to step back and think about not only where we come from and what shaped us, but where do you want to be looking out 10-20 years into the future. The economic development strategy, which my firm will be leading that part of the work, is a clear part of a visioning and we are working with the Comprehensive Planning Team to kind of figure out how we really get to this sort of conversation about the vision.



In terms of where we're sitting in the Economic Development Strategic Planning process, we're really at the start there which we're exploring perceptions and part of that is interview with key stakeholders. So, essentially tonight, I would like to interview you. I'd like to interview you about your thoughts about future trajectory because I think it's a very important context for the work not only of the Economic Development Strategic Plan, but the Comprehensive Plan, the Housing Policy. All of those things are tools that you have, but we want to get your input so we understand your appetite for change and how much kind of, sort of leverage, or how much drive you want to put behind some of this thinking.

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The Importance of Future Thinking

KCK HOUSING ANALYSIS & ECONOMIC DEVELOPMENT STRATEGIC PLAN – MARCH 2023

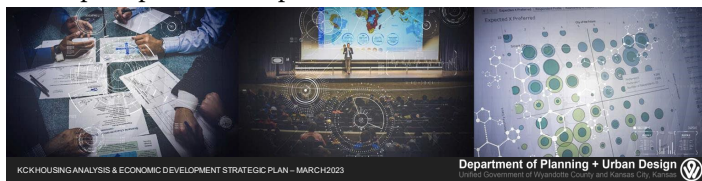
Department of Planning + Urban Design
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I do want to hit on future thinking and obviously you're in the midst of it. You've started a big planning process with all sorts of moving pieces. You're in the year of visioning for your community, but many organizations, communities, counties, coming out of the pandemic are thinking about the future perhaps in ways we didn't before.

The key to effective future thinking...

- Explore and anticipate a range of plausible futures
- Consider both **trajectory** (direction of change) and **velocity** (speed of change)

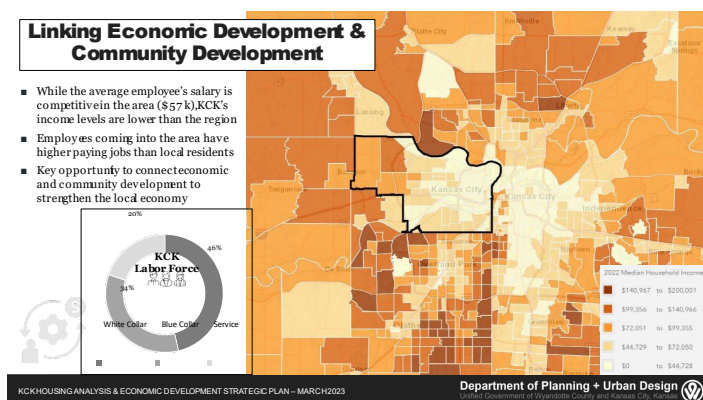
Explore potential 'shape and contours' of the future



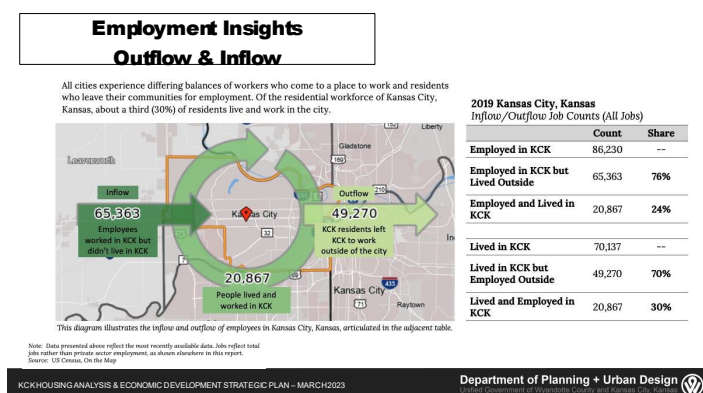
KCK HOUSING ANALYSIS & ECONOMIC DEVELOPMENT STRATEGIC PLAN – MARCH 2023

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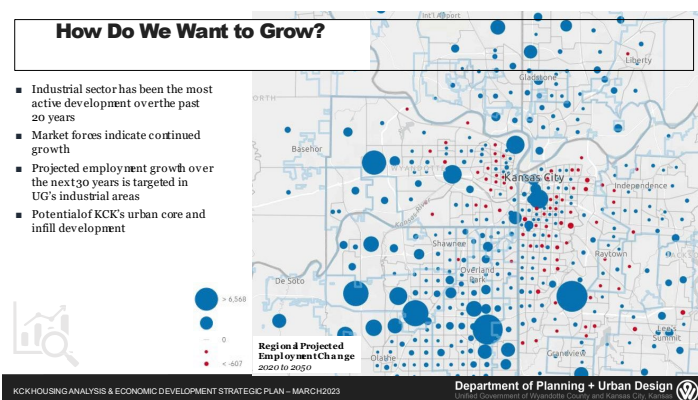
The key to effective future thinking, and our firm specializes in that, there are really two things we have to think about, so one is trajectory, so what direction are we heading or what direction do we want to head. That's part of what I want to talk to you about tonight, where do you want to go, but the other part is velocity, which is how fast do we need to move, how ambitious do we need to be to stay ahead of trends that are occurring around us. You'll hear through the process us talking about trajectory and velocity. Tonight is primarily a conversation about trajectory. Velocity will be what sense of urgency do you feel in terms of this work that we're doing.



A couple of little datasets I want to just add to DeWayne's very insightful work, so linking Housing Policy and Economic Development and Community Development together. This chart here looks at median household income for the broader metropolitan and the lighter the color, the lower the median household income. You can see on that data, there's this sort of consistent overlap of this focus in your urban core of either tax sales or historic disadvantages, but we still have that currently in terms of lower median household income. The lowest area actually is in predominantly the urban core.



The other part too that we've been looking at is sort of economic vitality of dynamics and this looks at commuter patterns. What we're seeing is a large number of people, 65,000 people a day coming into the county working. We have about 50,000 leaving, 20,000 live and work here. What is interesting as a subtext is that the people who are coming in, so the people who are coming to work and then leave each day, on average are earning more than the people who are here or the people who are here are going elsewhere. When we think about economic development and we think about tools to address some of the things DeWayne's been talking about, I think understanding that sort of imbalance becomes really important.



This is really my last slide before we sort of dive into a discussion and this is long-term projections. This projections out to 2050 which is employment change, so the blue is where the forecast is for employment increase and the larger the bubble, the more the number and the red is where there's a forecast for employment decline.

What I find really interesting about this from a county perspective is that you are a slice of the pie and as a county you go from urban core to suburban zones to peri-urban space to rural landscapes. What you can see, at the least the forecast and they're just extrapolations of current trends, but if you think of trajectory where you're heading without intervention is perhaps increased imbalance. So where there's more disadvantage in the already disadvantaged areas, and certainly growth, I mean you can see Overland Park and places forecast to do great, but you have your share of it on the west side, but there are forecasts of—if it keeps going the way it's going.

Interview Question:

The forecasts suggest a continuation of existing growth patterns, and income distribution pattern patterns.

How aggressively should UG intervene in these regional patterns? What pattern would you like to see in 2040?



What I would like to explore with you and we want to use the remaining time literally to interview and have a dialogue with you. The forecasts suggest a continuation of existing growth patterns and income distribution patterns and you can see what they are. I guess the question, and I would love with your indulgence to go around and hear from each of you so I would like, Christian, just

as a heads up, I'll probably start with you and we'll go around the room. From your position as a commissioner or as a Mayor, when you look at that dataset, so taking the past sort of storyline that DeWayne talked about, you look at where we are today, you look at the forecasts of where we're going, you look at this imbalance. There's clearly a big imbalance in economic sort of prosperity and employment areas and sort of, you know, the vitality of your community, your economy and the implications for housing.

I'm interested in your thoughts about that. Does that look okay to you. Do you think the UG through these planning tools, the Comprehensive Plan, the Economic Development Strategy Housing Policy, do you think you should intervene and sort of put your finger on the scale to change some of that trajectory. If you do, how aggressive do you think the thinking should be. I mean is this something that is alarming to you or is it something that you know, okay, we know it's there, but this is going to take time. What are your thoughts and really in the context of how would you like to see that pattern look in 2040. I won't back it up, but you know the data that's there, so I would be very keen to hear your perspective because I think this is an opportunity for you to give guidance and set the context for some very important planning elements that are going ahead. The context is how aggressive do we need to be, how big do we need to be thinking, how ambitious and innovative or you know we don't want to get (inaudible), but we want to really understand your thoughts on this.

So, with your indulgence, Christian, if we could start with you and I'd love to go around the room and hear from each of the commissioners.

Commissioner Ramirez said great to be first. I agree that we as a body and staff, I think it is time to take a part, an aggressive—I do believe we should be aggressive in this area and a lot of areas within our community, county and city have seen, in especially the northeast, the districts that Commissioner Johnson and Commissioner Townsend represent, I've seen year over year over year constant disinvestment. I think it's time that we stop that. It's no more—we're in 2023 now, that needs to stop. Everyone has to have a fair shake, a fair shot at being a part of this community. So, I agree that we should be aggressive. We should do what we can. Again, I know change takes time, but I want us to as a body, as a staff, as a community work collectively together to make that change happen because not one of us—not only one of us can make the change. We all have to work together to get there.

Mr. Beurle said yeah, and thank you very much. Some of the subsequent questions, we want to get a little bit more into the sort of detail about that and exactly what does aggressive look like and so on, but thank you very much.

Commissioner Kane asked, can you put up the redlines? I agree that we have some areas that have been—we haven't paid attention to them like we should, but I disagree with the comments about when they put I-70 in because that joined us with Kansas City, Missouri. When they put 635 in, the reason they put 635 in is so the people from Johnson County could get to the airport. The reason they put 5 Highway in, because I worked at General Motors at the time, we had to drive all the way to Riverside and back around to get to work, so they added that. Now, if you take the lines out, I still see the picture that you're trying to show and, yes, do we need to do something, but in my mind I would think we would rely on the commissioners in that area to tell us what the needs are. I would want them to support me in my endeavor, so I want to support them in theirs. I just don't know exactly—like Christian's area is different, Harold's area is different, Gayle's area is different, so I would rely on them to guide us.

Mr. Beurle said yeah, if I could—I'm glad you raised that because I was sort of looking at your county sort of map, you know the seats on the districts that you come from and why I'm really sort of asking about this imbalance is that if you look at the forecast, some of your jurisdictions are forecast to be favored, some are forecast to perhaps suffer increasing sort of challenge and so I think there is some opportunity as a body to think about what's your broader context in terms of guidance, so thanks for raising that.

Commissioner Kane said I have one more comment. I was raised inside the 635 circle. I was raised in a two bedroom, one bathroom house, with my nine brothers and sisters and my mom and dad. In fact, the house is still standing, but barely, and my mother-in-law still lives in there, multiple friends and relatives of mine live in there, but these are the folks that live this every day, so I would rely on them to guide us.

Commissioner Stites said I was on the Edwardsville City Council for six years and we had a study that was done also and this intrigued me and bothered me then, back in Edwardsville, and it bothers me now that of the amount of people that come into our county, that come to work, and then leave at the end of the night and it's illustrated on our example here again. You know I don't know what

the deep dive is, is it housing, I don't know. Is that why so many of them are leaving at the end of the day is because we don't have enough housing, I'm not sure. If you just look at that—and I know that the housing component may play a large role into this, but that bothers me, so many people are leaving our county. Why do we not have people live and work in KCK is only near 21,000.

Mr. Beurle said yeah, and we're diving a little bit deeper into the data too in terms of how much that income differential is and what drives that, but I think you're hitting the nail on the head here, which is this is all interconnected. This plays into Housing Policy and we were actually just talking part of, and I'm sure you'll hear a lot about is, this notion of the missing middle. You get different sorts of housing and increasingly there are certain categories of housing that are missing, how much that correlates to that 65,000 I think is the right question.

Commissioner Stites said but I also think we're not unique in this. I just told you where I was on Edwardsville City Council, a city of 7,000, 6,000, whatever our population was. They saw the same thing. People coming in, coming to work and then heading out. Not that I don't agree with the redlining and the different things that you've shown, but I think this occurs in Bonner Springs, I think it occurs in Edwardsville, so it's larger than just our Kansas City, Kansas.

Commissioner Johnson said I was just trying to get my thoughts together. I think everybody knows that I'm an advocate for economic development as a means of growing our community. The words that came to me when I was looking at the question was, we need to be bold and we need to be calculating. We need to be thinking of a means by which we can bring some type of—whether it will be entertainment, some type of venue that would draw persons in my opinion to eastern Wyandotte County the same way as what we did on the west end and we have to keep that balance on the west end. We need Christian's area on the south end to really buttress up our community also along the Central Avenue corridor as well, so we need to be bold, but we also need to be calculating in terms of how we do that while we still maintain those areas that are still growing.

I'm very concerned about the thing that Chuck was just talking about. Just kind of switching the subjects there. In fact, you know, looking at the fact that people coming into Wyandotte County are not staying in Wyandotte County. They're not paying real estate taxes and particularly for those that work in Fairfax, they're probably not paying anything in sales tax with

the exception of maybe gas and I'm not even sure if they're doing that. So, we have this influx of money going out that is being spent in other communities and then our people are getting jobs that are going out of the community and getting lower paying jobs because they're not—I don't know, there's a lot of different factors. I don't know that I want to kind of categorize as to what that might be, but there are several factors. I'm very, very concerned about that, but I'm also held in tension because the majority of my banking career was done in Kansas City, Missouri and I lived in Wyandotte County, never left, so I do understand that dynamic that is there. It's very troubling to me that we are one of the highest paying wages—highest wage paying counties in the state of Kansas. You know, top three, top four maybe, and we have one of the lower average household income in the state of Kansas. That is troubling.

So, I think we need to be very, very calculating about how we approach this in terms of government putting its—or leaning in on it, but I do think we need to have some input as to what that looks like particularly as we try to draw in more companies, businesses, venues that, in fact, do the things that we're seeing right now cause property taxes to increase. We have to be mindful of those that are elderly, those that are disabled, those that are disenfranchised so that we make sure that we're not creating a model that moves them out because they cannot afford to live in Wyandotte County now and we're right on the precipice of that. We're right on that cusp and so we need to be very, very careful. I think that's all I have for right now.

Mr. Deichler said, excuse me for a moment. Mayor, if I may, Commissioner Townsend has her hand raised if we could recognize her.

Commissioner Townsend said I hope you will be able to hear me and I won't go into a coughing fit. I wish almost that this presentation was being done next week after Monday's upcoming Economic Development meeting and I encourage everyone within the sound of my voice to attend if they can either in person or virtually because there will be an opportunity to hear and act on a project coming up in the northeast area. I won't say anything more than that and it is, since I've been here, since I've been a commissioner, the first time that someone has come to District 1 with the types of amenities and housing on a multitude of levels that we're talking about now and the need.

One of the things that I heard this evening, the stats again, about the number of people who come into Wyandotte County to work and leave. Alarming was the word I think our presenter used. I found it enlightening in that, as some of my colleagues have already said, we need to be addressing not only in District 1, but other areas to the east and south of 635 of a variety of housing options to make living here more attractive. We need on this end not only the housing, but the shopping options and other attractions that will make people want to stay in this end and so very shortly I believe this whole Commission is going to have the opportunity to weigh in on the project that I'm talking about.

Some of the challenges that are not faced by developers in going west, you have in east. Infrastructure is a challenge. You're not dealing with the new financing, so very soon I believe we're going to be able to look at putting our money where our mouth has been with supporting this and instead of looking at disinvestment, looking at investment. That may require us as a Commission to look at financing is needed in ways we have not thought about before. So, I see that we're going to have to be mind open to get some of these projects going and on a variety of levels and I hope that those who are in the geographic areas that we're talking about will also be receptive and open to people who want to come in and give us what we say we want. Those are just some of my thoughts.

Also, I guess it goes without saying, I don't want to see us develop for only one income level so that we are essentially creating under and lower class locations. We have to pep it up and step it up, and again, it may take on our part as commissioners some things financially that we have not considered before, but could be doable.

Mr. Beurle said thank you very much, very comprehensive comments. We have six more commissioners and Mayor to go in about five minutes.

Commissioner Davis said I will try to go as fast as I can. As far as patterns, I'm just going to throw out ideas and people that should be considered and we can have conversation about it later. Our NBR's, small businesses, I think need to be a part of the conversation. If we are really going to kind of close the gap as far as employment, we need to consider transportation and childcare. Childcare being massive. That can open up opportunities for education which is leading to the fact that a lot of people are not able to get the jobs in Wyandotte County because they need to have the degrees and training. I would also like to see a community benefit ordinance in process within

this strategic plan so that we can use some of the proceeds and the revenue that we get and spread that out. Our state legislative agenda, we can use that process to engage our state legislators as well as our federal folks.

I would also throw in a climate action and sustainability sectors whether it's solar, wind, hydro, what have you. Those are sectors that we can tap into that are looking at middle America. International investment with Panasonic. We saw that happen with Johnson County. We can include them as well. Our staff in the last ED&F meeting came up with a phenomenal slideshow that really showed some potential economic opportunities that we can take advantage of. Lastly, I will point out local banks and non-profits that work with communities particularly for economic development and wealth building. We need to get our banking institutions to the table.

Mr. Beurle said you hit on a number of things there. I mean the challenge is clear to most people, look at the data. It's not that you're without resources or there's a moment in time. I mean there are some tailwinds to address some of these deep systemic issues and resources that you can drag to the table, so I think flagging that is really great.

Commissioner Markley said I don't think the question is whether we intervene because we're already intervening. When we do a development deal and we're requiring that business to have a certain number of jobs that are a certain salary, we're obviously attempting to address this exact problem. That kind of intervention is already happening and the question is how many different facets of this equation can we intervene in and how do we push all of those buttons at once to get a more aggressive result. I think we continue to do those development deals and those sorts of things.

I will say we made some attempts at housing developments in the past before my time, but things like Peregrine Falcon which was not a good taxpayer investment in a project that essentially failed to cashflow. So, if we're going to go that direction, we obviously have to do something differently because every time we've tried that kind of housing development where we've incentivized it as a government, it's been a failure, probably not where we want to go. But, how do we incentivize across the board all of the different things we need to have happen to move the needle more quickly than what we're doing just through the development deals as we're setting them up now.

Commissioner Burroughs said I'll take a little bit different path. I think what we need is to be a little bit more bold. We have more roadways in Wyandotte County than many communities have across the state and that puts a lot of strain on our infrastructure and requirements. We have a lot of antiquated and older communities that we need to address. We need to be strategic in how we go about doing that. We have a lot of needs and we can't be all things for everyone and we specifically as a body should look at what our number one or number two objectives are and get those objectives started. If it's going to be housing—I know I had met with DeWayne on our tour. One of the things I thought would be really important, we've just seen our school district invest in new schools throughout our community. If we want to invest in housing stock, why not start right next to the school with building new sidewalks, new infrastructure, get the homes in so that we have that walkability.

That health aspect that we talk about as a community, why not light up the neighborhood with more energy efficient street lights so that we not only push crime back, but it also gives people the safety feature they're looking for within our urban core. I mean these are little things that can be accomplished, but when you have a quilt that has all these holes in it, it's hard to start patching it up and trying to get it to be complete by just running after every little hole.

I would like to see us, if we're going to be strategic, set aside a certain amount of money. If we want to do housing, then let's set up a fund that we as a Unified Government have to have it as a closure mechanism so those that want to invest in our community, but fall short because of economic hardship or because of economic input due to COVID or whatever it may be, that we could be a partner in allowing that to move forward. Set that target, don't exceed it, learn from it and see what else we can do, but if we divest ourselves of the very people that want to live in this community, we're going to export our wealth. We see it when people come in and want the jobs, but if we had the proper housing stock and we had the proper infrastructure, I believe they would stay.

Commissioner Bynum said the answer to the question is yes on both. I think we should continue to be as aggressive as we can possibly tolerate in both of the growth, excuse me, the patterns of housing and income distribution. I think that we're doing a lot of this work and we should identify and use every tool that we can find in the toolbox and my fellow commissioners have mentioned a lot of those.

I would include, obviously, any of the Infrastructure Act tools that are coming our way including HUD dollars, anything in that category. I want us to look at transit oriented community opportunities. I think since we know that transportation is a huge issue, the more transportation oriented community development we can create, the better off those folks are going to be. Again, there are opportunities using specific tools around that concept that are new and available and we should pursue them.

I think we need to look seriously at more mixed-income housing, which I think we are doing and I want to recognize as far as the income patterns, we are fortunately on an upward trajectory and Wyandotte EDC has been at the forefront of that effort for more than a decade. We know that over the last decade we know that our median household income has increased dramatically because of the efforts of us partnering with organizations like Wyandotte EDC to bring these better paying jobs and this bodes well across so many determinants. Just increasing that income just bodes well across the board for the entire community. I'll stop.

Mr. Beurle said thank you, all of you actually, for some great guidance there in terms of appetite context and ideas.

I just want to talk about a couple of things that we want to be digging into as we go, so we're not going to really have time to talk about this, but I do want to show you the topics.

Interview Question:

Housing policy is an important tool for cities and counties. UG has significant assets in the land bank, and established infrastructure.



Should the economic development and housing strategy be aimed at maximizing the utilization of existing infrastructure (concentrating), or building new industrial parks and housing estates (expanding)?

We're really interested actually in—because Wyandotte County has such an interesting kind of cross-section (inaudible), but there is this issue and a number of you touched on this, about that balance between utilizing existing infrastructure so concentrating. We heard a number of people talk to that or building new industrial parks and housing estates and I think that's the calculation

that we have to figure out to get right, that you want to obviously get the tailwinds away. You've got economic growth, but then there's also perhaps a lot of, and Tom you pointed to that, a lot of assets here that could be activated in different ways, so we want to be digging into that as well.

Clearly, the urban core is the weak spot today. I mean that's what the data points to and what do we want that to look like in 2040 and I think specifically housing and how housing can be a tool. You know the middle, the missing middle type of housing, attainable housing, those type of mechanisms, what that mix looks like. I think what we want to be having that conversation in the context of is how do we build the community fabric, how do we build that kind of local economic base and get that housing just right so that you're able to provide both jobs and the opportunity for people to live here.

We're right on time. I just wanted to thank you very much for your guidance and your input. I'll hand it back to Gunnar.

Mr. Hand said we're one minute before you have to leave. I'll leave it to the Mayor if you want to have any closing comments.

Mayor Garner said thank you for that Gunnar and your team. Thank you commissioners. It's really encouraging and I hope that the community that is watching and those that are here are encouraged by what they're hearing from our commissioners. I've said it before that we have to invest in the disinvested. There was a question asked why are people leaving. Well, they're leaving because of high taxes, lack of the infrastructure, lack of amenities, housing. We could go down a list, a myriad list of things that I've talked to and I've gone to all four corners of the community and everything in the middle of why people say that they are frustrated. I've talked to people outside of this community and I asked, please come to our community and they give a tirade. Developers say the bureaucracy of trying to do business here is problematic along with those taxes, our BPU, our fees. We can get anything to polarized politics. The list goes on and on, white flight, infrastructure. I mean it's really disturbing and disgusting when you talk about the historic nature of racism and how that played into redlining that really took away opportunities for Black and Brown people in this community that otherwise could have had an opportunity.

But, it's good, here we are today and we're having a real conversation that the priorities should be focusing on these areas that is the weakest point of Wyandotte County. We're only as

strong as our weakest part of our community. We've got to focus on these areas and we've got to make it easier for developers to do business here. I heard someone say that we need to involve our NBR's and our businesses. There's a plan to do that and get these residents at the table and instead of always asking them to come here. We need to meet our people where they're at, in the community, have these hard conversations, see what the priorities are and really work to making sure that the good service, amenities are there.

I can say just from the RFPs that went out and the RFQs that went out, over 80 developers came back. There is an interest in wanting to do business. We're centrally located in the metro area. We have great highways, land is still cheap, over 4,500 Land Bank properties and growing. There's a lot of opportunity. We've talked to developers. My Economic Development Advisor, Mr. Murray, has talked to a lot of them. There is huge interest in people wanting to do business in Wyandotte County just for those various reasons. Wyandotte County is a jewel of the metro area and the time is now if we work together collectively as a community, as a Unified Government body to really do some great things especially east of 635. I've talked to a lot of developers that have interest, and not all of them are coming wanting a handout, they're just wanting a hand up to say we can do some great things for the people of Wyandotte County and get them the good, the resources and the services that not only they've been asking for, but I've been saying for far too long, they deserve, which would allow us to expand our tax base and over time give these residents the tax relief that they've been begging this Unified Government for, for far too long.

I'm excited. I'm cautiously optimistic and I'm standing here willing to continue to work with our Commission in this community to get the job done because Wyandotte County deserves it and we can be a beacon for success when we talk about a resurgent and resilient community. Not just here in the metro, but a national example of getting things right and so I'm excited.

Mayor Garner entertained a motion to adjourn.

Commissioner Markley made a motion, seconded by Commissioner Ramirez, to adjourn.

Roll call was taken and there were nine "Ayes," Townsend, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

MAYOR GARNER ADJOURNED
THE MEETING AT 5:48 p.m.

Brett Deichler
Unified Government Clerk

dt

March 30, 2023



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: Cheryl Harrison-Lee
Interim County Administrator

From: Brett Deichler
UG Clerk

Date: March 23, 2023

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.

Attachments

tk

Weekly Business Material for March 16, 2023 – March 23, 2023

1. COMMUNICATION:

- Water District No. 1 of Johnson County, Kansas Financial Statements ending December 31, 2022.

Action: Received and filed.

2. CLAIM FOR DAMAGES:

The Savage Group, LLC – McDonalds, alleging damage to sprinkler system due to a UG vehicle on 2/9/23.

Action: Received and filed. Copy previously forwarded to Legal.

3. NOTICE OF CLAIM:

Derrick E. Burton, by and through his attorney Reginald Keith Davis.
Linda Powell & Estate of Sherri Wheeler, by and through her attorney Jason P. Roth.

Action: Received and filed. Copies previously forwarded to Legal.

4. TRAVEL REQUESTS:

Karl A. Oakman, KCK Police Department, travel to Atlanta, GA, May 3 – May 6, 2023, to attend Professionalizing Community Engagement Training, Employee Training/Travel.

Larry Owens, Technology-IT, travel to San Antonio, TX, May 6 – May 10, 2023, at attend Tyler Connect 2023 “Shaping Tomorrow Together”, Employee Training/Travel.

Action: Approved by Administrator’s Office and received and filed.

5. CERTIFICATE OF INSURANCE/LIABILITY INSURANCE:

- Lopez Landscaping
- U.S. Protective Services Inc.

Action: Referred to License.

6. BUSINESS BONDS:

- Electrical Bonds:
Class One Electric Contractor Inc.
D Electric LLC
Epic Electric Service Corporation
KC Homes Restoration LCL DBA Eagles Electric, LLC
The Solar Guys
- Plumber's Bonds:
McElroy's Inc.
MMC Contractors National, Inc.
- Mechanical/HVAC Bonds:
McElroy's Inc.
Mike Reyes
P1 Service LLC
Sheet Metal Contractors, Inc.

Action: Referred to License.

7. CONTINUATION CERTIFICATE:

- General Contractor Bond:
Metal Craft Inc.
- Mechanical Contractor Bond:
Rodriguez Mechanical Contractors, Inc.
- Plumber Bond:
Grover Robinson dba Unique Building & Home Maintenance
- Second Hand & Junk Dealer Bond:
Gold Rush, LLC.

Action: Referred to License.

8. CANCELLATION NOTICE OF INSURANCE/BOND:

- Electrical Contractor's Bond:
Jericho Home Improvements, LLC
- General Contractor Bond:
City Wide Solutions, LLC
Temp – Con Inc.

TJ'S Heating & Cooling LLC

- License & Permit Bond:
John E Briscoe Air Heating & Cooling
- Mechanical/HVAC Bonds:
Simmons Mechanical LLC
- Plumbers Bonds:
Alden Plumbing and Mechanical, LLC

Action: Referred to License.

9. APPLICATION FOR DRINKING ESTABLISHMENT/PUBLIC VENUE:

- Dallas Wolfe dba Big D's on the Hill, 2139 S. 34th St. (2)

Action: Referred to License.

10. APPLICATION FOR CATERER/DRINKING ESTABLISHMENT/HOTEL:

- Miriam Rivera dba Nereidas, 48 Kansas Avenue.

Action: Referred to License.

11. MASSAGE THERAPIST LICENSE:

- LaShuna Talley, Chateau Avalon, 701 Village West Pkwy.

Action: Referred to License.

12. PRIVATE SECURITY BUSINESS:

- United States Protective Service Inc. dba United States Protective Service/Jade Hawthorne, 2734 N. 82nd St.

Action: Referred to License.



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: David Johnston
County Administrator

From: Brett Deichler
UG Clerk

Date: March 30, 2023

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.

Attachments

BM

Weekly Business Material for March 24, 2023 – March 30, 2023

1. COMMUNICATION:

- Tomi Francis-Ramirez, Executive Director, Downtown Shareholders, submitting the financial report for the Self-Supporting Municipal District/Downtown Improvement District (SSMID) for the month of February 2023.

Action: Received and filed.

2. COMMUNICATION:

- Oppenheimer & Co., Inc, submitting the Annual Disclosures and Privacy Policy with Oppenheimer Co., for the year of 2023.

Action: Received and filed.

3. PUBLIC NOTICE:

- All City Tow Service, 1015 S Bethany St., KCK 66105, held a public auto auction on March 9, 2023, at All City Tow Service.

Action: Received and filed.

4. COMMUNICATION:

- Brett Deichler, UG Clerk, listing bids received on March 22, 2023, for project #B36489 – Rock Wall replacement at Wyco Lake, for the Parks & Recreation dept.
- Brett Deichler, UG Clerk, listing bids received on March 22, 2023, for project #B38450 – Rental of Portable Toilets, for Parks & Recreation dept.

Action: Received and filed. Copy previously forwarded to County Administrator, Public Works, and Legislative Auditor.

5. PERSONNEL ACTION COMMUNICATION, DATED March 2, 2023:

Section II – Transfers

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Daniel Kuhn	Legal	3/2/23	Attorney	Senior Attorney
Russell R Owens	Fleet	3/2/23	Program Supervisor	Manager

Section III – Separations

Name	Department/Division	Eff. Date	Job Title
Julie Leshar	Police/Comm	2/3/23	Public Safety Dispatcher
Steven Stratton	PW/Fleet	3/23/23	Parts Clerk

Section VII – Reclassifications

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Reginald Lindsey	Budget	8/3/22	Manager	Director
Thomas Stark	Fire	12/1/22	BC Investigator	Asst Fire Chief
David Thaxton	Sheriff	1/1/23	Sheriff Warden Commander	Sheriff Lt Colonel

Action: Received and filed. Copy previously forwarded to Payroll.

6. PERSONNEL ACTION COMMUNICATION, DATED March 7, 2023:

Section III – Separations

Name	Department/Division	Eff. Date	Job Title
Nicole Garner	Health	3/31/23	Manager
Cynthia K Gibson	Emer Mgt	3/16/23	Prof Assistant
Leslie Madrigal	Police	3/10/23	Office Asst III
Richardo Robinson	Police	3/6/23	Patrol Officer

Section IV – Leaves of Absence

Name	Department/Division	Lv. Beg	Lv. Ends
Sherese D Matth	Parking Control	3/3/23	3/28/23

Section VIII – Other Requests

Name	Department/Division	Eff. Date
Mahmoud J Khal	Legal	ACD code change, eff date 3/2/23
Daniel Kuhn	Legal	ACD code change, eff date 3/2/23

Action: Received and filed. Copy previously forwarded to Payroll.

7. PERSONNEL ACTION COMMUNICATION, DATED March 14, 2023:

Section I – Appointments

Name	Department/Division	Eff. Date	Job Title
Rhonda Coronado	Election	3/16/23	Program Coordinator
Travis Onsen	PW/Fleet	3/2/23	Fleet Maint Tech II - H
Kalep Pickett	Police	3/16/23	Auxiliary Officer
Matthew R Zweif	Sheriff	2/21/23	Admin Coordinator

Section II – Transfers

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Parker E Dean	PW/Fleet	3/16/23	Fleet Maint Tech II -L	Lead Fleet Maint Tech
Jason L Haworth	NRC	3/16/23	Building Inspector I	License Administrator
Emely Palacios Arredondo	Del Revenue	2/2/23	Fiscal Supt Assistant	Admin Support Specialist
Lori M Peaches	Transit	2/2/23	Lead Transit Operator	Program Coordinator
Garett C Relph	DA's Office	2/2/23	ADA III	Deputy DA

Section III – Separations

Name	Department/Division	Eff. Date	Job Title
Bobby J Henson	Fire	3/15/23	Fleet Maint Tech II-H
Ryan S Hurst	Transit	3/23/23	Manager
Daniel Norris	PW/WPC	3/29/23	Utility Maint Mech II
Chance D Thomas	Parks/Rec	3/22/23	Park Main Tech II

Section VIII – Other Requests

Name	Department/Division	Eff. Date
Mayra Ortiz	Aging	Amend PAC 1/12/23 to reflect change in rg/stp efft 1/5/23

Action: Received and filed. Copy previously forwarded to Payroll.

8. PERSONNEL ACTION COMMUNICATION, DATED March 16, 2023:

Section I – Appointments

Name	Department/Division	Eff. Date	Job Title
Jenny Jenkins	Municipal Court	3/16/23	Court Clerk I
Lizbeth Rodriguez	Municipal Court	3/16/23	Court Clerk I
Charlotte M Tinnel	Police/Comm	3/16/23	911 Call Operator

Section II – Transfers

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Marcus Bass	NRC	3/16/23	Building Inspector I-Certified	Building Inspector II-Certified
Ryan S Bowles	Health	3/16/23	Environmental Scientist	Environmental Compliance Supervisor
Kyle Ring	PW/WPC	3/16/23	Construction Worker III	Utility Maint Mech III
Jeremy Willis	PW/WPC	3/16/23	Plant Operator II	Utility Maint Mech II

Section III – Separations

Name	Department/Division	Eff. Date	Job Title
Misty S Brown Polo	Legal	3/29/23	Chief Legal Counsel
Ryan J Dyer	NRC	3/8/23	Inspector
Llyod N Flinn	PW/WPC	3/22/23	Sewer Maint Worker I
Angela N Germany-Armendariz	Health	3/14/23	Licensed Practical Nurse
Aylin Gurrola	Police/Comm	2/23/23	Public Safety Dispatcher
Trevor A Hand	Parks/Rec	3/8/23	Groundskeeper II
Rebecca Silva	DA's Office	2/21/23	Admin Suppt Specialist

Section V – Increases per Memorandum of Understanding

Name	Department/Division	Eff. Date	Job Title
Bryan K Barnhart	PW/Engineering	8/20/22	Construction Inspector II
Cassandra Beltran	Police/Comm	2/17/23	Public Safety Dispatcher
Devon Bryant	NRC	2/20/23	Building Inspector I
Edmundo Calderon	PW/BL	10/21/16	Fac Maint Tech
Edmundo Calderon	PW/BL	6/21/19	Fac Maint Tech
Edmundo Calderon	PW/BL	2/21/22	Fac Maint Tech
Jose Calderon	PW/BL	2/21/22	Bldg Maint Worker
Glenn J Carter	Police	2/1/23	Police Sergeant
Nathaly Cruz-Castillo	Police	1/21/23	Office Assistant III
Stephanie Enriquez	Finance/Treasury	11/5/22	Fiscal Supt Asst
Chad Erwin	Sheriff	1/3/23	Sheriff Investigator
Chris Q Gleason	Parks/Rec	2/3/23	Caretaker

Ashley D Gordon	Police/Animal	1/7/23	Animal Services Officer
Ernesto Hernandez	PW/BL	1/14/23	Caretaker
Raymond Hernandez	PW/BL	2/14/23	Caretaker
Kenneth Hickerson	Police	2/1/23	Police Sergeant
Rita Hye	Police/Comm	7/21/21	911 Call Operator
Rita Hye	Police/Comm	7/21/22	911 Call Operator
Jazmin Italiano	Police/Comm	12/13/22	Public Safety Dispatcher
Dusanka Joksimovic	PW/BL	12/9/22	Caretaker
Laquita M Jones	Police	2/28/23	Admin Supt Spec
Maria Herr-Lee	Del Rev	3/1/23	Admin Supt Spec
Leslie Madrigal	Police	12/30/22	Office Assistant III
Ljubica Maracic	PW/BL	2/14/23	Caretaker
Jeffia McCallop	Police	4/20/21	911 Call Operator
Jeffia McCallop	Police/Comm	4/20/22	911 Call Operator
April McCowan	Police/Comm	1/20/23	Public Safety Dispatcher
Blake E McMahan	Police	1/14/23	Patrol Officer
Cameron Morgan	Police	2/1/23	Detective
Morgan Reed	Police	1/14/23	Patrol Officer
Hazel Ricoy	Sheriff	11/26/22	Juv Detention Officer
Raymond Slayden	Police	1/14/23	Patrol Officer
Steven Strother	NRC	2/4/23	Inspector
Monica Terrones	Police/Animal	1/7/23	Prog Tech I
John P Valdez	Police	1/13/23	Patrol Officer
Tina Wall	Finance/Treasury	11/5/22	Fiscal Supt Asst
Ashton Weaver	311 Operations	11/5/22	Office Assistant III
Clinton Widman	Finance/Treasury	10/8/22	Real Estate Abstractor

Section VII – Reclassifications

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Francis Altomare	DA's Office	3/16/23	ADA I	ADA II

Section VIII – Other Requests

Name	Department/Division	Eff. Date
Ambur Banner	Health	Out of grade pay, efft 2/17/23
Ryan Hurst	Transit	Out of grade pay, efft 2/1/23

Action: Received and filed. Copy previously forwarded to Payroll.

9. PERSONNEL ACTION COMMUNICATION, DATED March 21, 2023:

Section I – Appointments

Name	Department/Division	Eff. Date	Job Title
Catherine Jennings	Sheriff	3/16/23	Deputy
Darryl L Ragsdale	Sheriff	3/2/23	Deputy

Section III – Separations

Name	Department/Division	Eff. Date	Job Title
Alexander L Gresham	Fire	1/27/23	Firefighter/EMT
Maria Herr-Lee	Del Rev	3/8/23	Admin Suppt Specialist
Brittany N Perry	Finance/Treasury	1/18/23	Fiscal Supt Asst
Kevin Soc-Leiva	Police	3/13/23	Patrol Officer
Alyse D Villareal	Finance	3/15/23	Debt Coordinator
Geraldo Watson	Parks/Rec	3/3/23	Horticulturalist I
William Weaver	PW/WPC	3/10/23	Utility Maint Mech II

Section IV – Leave of Absence

Name	Department/Division	Lv. Beg	Lv. Ends
Angela Sublett-Knight	Health	3/7/23	4/6/23

Section VIII – Other Requests

Name	Department/Division	Eff. Date
Cory Kraft	PW/WPC	certification pay WPC class II efft 2/24/23
Zac Zimmerman	PW/WPC	certification pay WPC class II efft 2/24/23

Action: Received and filed. Copy previously forwarded to Payroll.

10. PERSONNEL ACTION COMMUNICATION, DATED March 23, 2023:

Section I – Appointments

Name	Department/Division	Eff. Date	Job Title
Stephen Byrd	Public Relations	3/16/23	Media Relations Specialist
Rosa Elmore	Parking Control	3/16/23	School Crossing Guard
Antonio E Madrigal	Police/Comm	3/16/23	Public Safety Dispatcher

Section III – Separations

Name	Department/Division	Eff. Date	Job Title
Alley M Porter	Commission	3/22/23	Director

Section IV – Leave of Absence

Name	Department/Division	Lv. Beg	Lv. Ends
Chris Gleason	Parks/Rec	3/7/23	4/10/23

Section VIII – Other Requests

Name	Department/Division	Eff. Date
Erika Holliday	Health	ACD code change efft. 3/2/23
Angelina Maxville	Finance	Out of class efft. 1/26/23

Action: Received and filed. Copy previously forwarded to Payroll.

11. PERSONNEL ACTION COMMUNICATION, DATED March 28, 2023:

Section I – Appointments

Name	Department/Division	Eff. Date	Job Title
Lesha Chitty	PW/WPC	3/30/23	Prof Prog Asst
Anna L Haworth	HR	3/30/23	HR Analyst

Section III – Separations

Name	Department/Division	Eff. Date	Job Title
Joseph W Barnes	PW/WPC	3/31/23	Engineer/Proj Mgr III
Mark S Dailey	Fire	3/22/23	Fire
Cheryl Harrison	County Administrator	4/1/23	County Administrator
Scott B Johnson	Police	3/14/23	Part Time 911 Operator
Robert Lackner	Parks/Rec	3/23/23	Park Maint Tech I
Kevin Pahls	Fire	3/22/23	Fire Captain
Kay L Sharp	Health	3/31/23	Manager

Section V – Increases per Memorandum of Understanding

Name	Department/Division	Eff. Date	Job Title
Wendy M Green	Legal	3/30/23	Senior Attorney

Section VIII – Other Requests

Name	Department/Division	Eff. Date
Patrick Waters	Legal	Out of Class, efft 3/24/23

Action: Received and filed. Copy previously forwarded to Payroll.

12. PERSONNEL ACTION COMMUNICATION, DATED March 30, 2023:

Section I – Appointments

Name	Department/Division	Eff. Date	Job Title
David W Johnston	County Administrator	3/27/23	County Administrator

Section II – Transfers

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Michelle R Giddens	Sheriff	3/23/23	Clerk	Classification Tech
Mahmoud J Khalil	Legal	3/30/23	Attorney	Prosecutor
Ninoslava Tomasic	NRC	3/30/23	Admin Supt Specialist	License Inspector I

Section III – Separations

Name	Department/Division	Eff. Date	Job Title
Kristen R Cervantes	Sheriff	3/26/23	Deputy
Brandi A Dickerson	Health	4/7/23	Manager
Milesa Segun	DA's Office	4/6/23	ADA II

Section V - Increases per Memorandum of Understanding

Name	Department/Division	Eff. Date	New Job Title
Stevie A Wakes	DA's Office	3/30/23	Admin Supt Specialist

Section VII – Reclassifications

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Claire V Kebodeaux	DA's Office	3/30/23	ADA II	ADA III

Section VIII – Other Requests

Name	Department/Division	Eff. Date
James E Williamson II	Comm Corr	Out of Class, efft 2/3/23

Action: Received and filed. Copy previously forwarded to Payroll.

13. CLAIM FOR DAMAGES:

Riley Carter Jr., 1903 N 14th St., alleging damage to vehicle, located at 43rd Parallel Pkwy.

Curtis Stacker, PO Box 311 El Dorado, KS, alleging damage to personal items on 11/08/2022.

Action: Received and filed. Copy previously forwarded to Legal.

14. SUMMONS:

The Unified Government of Wyandotte County/Kansas City, KS vs., Veronica A. Lewis, Case No. 21CV393.

The Unified Government of Wyandotte County/ Kansas City, KS vs., MB Legends LLC, Case No. 22CV774. (2)

15. TRAVEL REQUESTS:

Lewis Edwards, KCKPD EOD, travel to Anniston, AL, July 23-29, 2023, to attend Domestic Preparedness Hazmat Tech., Employee training, and travel.

Brandon Jones and Chad Erwin, Sheriff's Office, travel to Salina, KS, May 1-3, 2023, to attend Managing the Property and Evidence Room, Employee training and travel.

Kalven Thorne, Internal Affairs, travel to Broomfield, CO, June 7-10, 2023, to attend IAPRO User Training, Employee training and travel.

Action: Approved by Administrator's Office and received and filed.

16. BUSINESS BONDS:

- Mechanical/HVAC Bonds:
MMC Contractors National, Inc.

- Plumber's Bonds:
Monarch Plumbing LLC
Wicker Enterprises LLC, d/b/a Mr. Rooter Plumbing of Olathe
Tracy Peterson, d/b/a Peterson Plumbing
- Septic Tank and Cess Pool Installer and Cleaner Bonds:
K Jett Services, LLC

Action: Referred to License.

17. CONTINUATION CERTIFICATE:

- Mechanical/HVAC Bonds:
LBA Air Conditioning, Heating & Plumbing, Inc.
- Plumbing Bond:
LBA Air Conditioning, Heating & Plumbing, Inc.

Action: Referred to License.

18. CANCELLATION NOTICE OF INSURANCE/BOND:

- Electrical Bond:
Caedmon Construction & Electrical Co., LLC

Action: Referred to License.

19. APPLICATION FOR CMB LICENSE (PKG):

- Concession Foods 101 LLC, Rohyail Bhatti, d/b/a Concession Foods 101 LLC, 2401 Central Ave.

Action: Referred to License.

20. APPLICATION FOR DRINKING ESTABLISHMENT/PUBLIC VENUE:

- Benjamin Villa Corona, William W. Hutton, d/b/a Bohemio Mexican Restaurant, 542 Southwest Blvd.
- Liliana Loaiza, d/b/a Tacos el Sobrino, 3139 State Ave.

Action: Referred to License.

21. APPLICATION FOR LIQ. TEMP. LIC:

- L.J. Productions Kansas, Francisco Lopez, Ser Loca NO Es Facil, Memorial Hall, 600 N 7th Street, permit for 4/1/23 from 6:00 p.m. to 12:00 a.m.

Action: Referred to License.



Staff Request for Commission Action

Tracking No. 212361

Full Commission Meeting Date:

Committee: Full Commission

Date of Standing Committee Action:

(If none, please explain):

Publication Required: No

<u>Date:</u> 03/23/2023	<u>Contact Name:</u> Stephanie Stauffer	<u>Contact Phone:</u> x5123	<u>Contact Email:</u> sstauffer@wycokck.org	<u>Department/Division:</u> Community Development
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Item Description:

In order to receive annual grant funds from the U.S. Department of Housing and Urban Development, the Unified Government must hold a public hearing prior to the development of its Annual Action Plan to gain insight from community members regarding housing and community development needs. The Annual Action Plan will outline the allocation of three grants: Community Development Block Grants (CDBG), HOME Investment Partnership Program (HOME), and Emergency Solutions Grants (ESG). Together, these grants can be used to undertake a variety of activities such as home rehabilitation or new construction, park and infrastructure improvements, and services for those with low incomes.

Action Requested:

PUBLIC HEARING

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

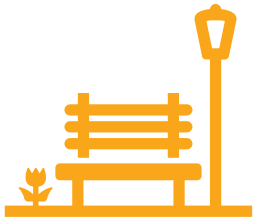
2023 COMDEV PUBLIC HEARING 1

2023 Annual Action Plan Public Hearing

Department of Community Development

April 13, 2023

HUD Entitlement Block Grants



Community
Development Block
Grant (CDBG)



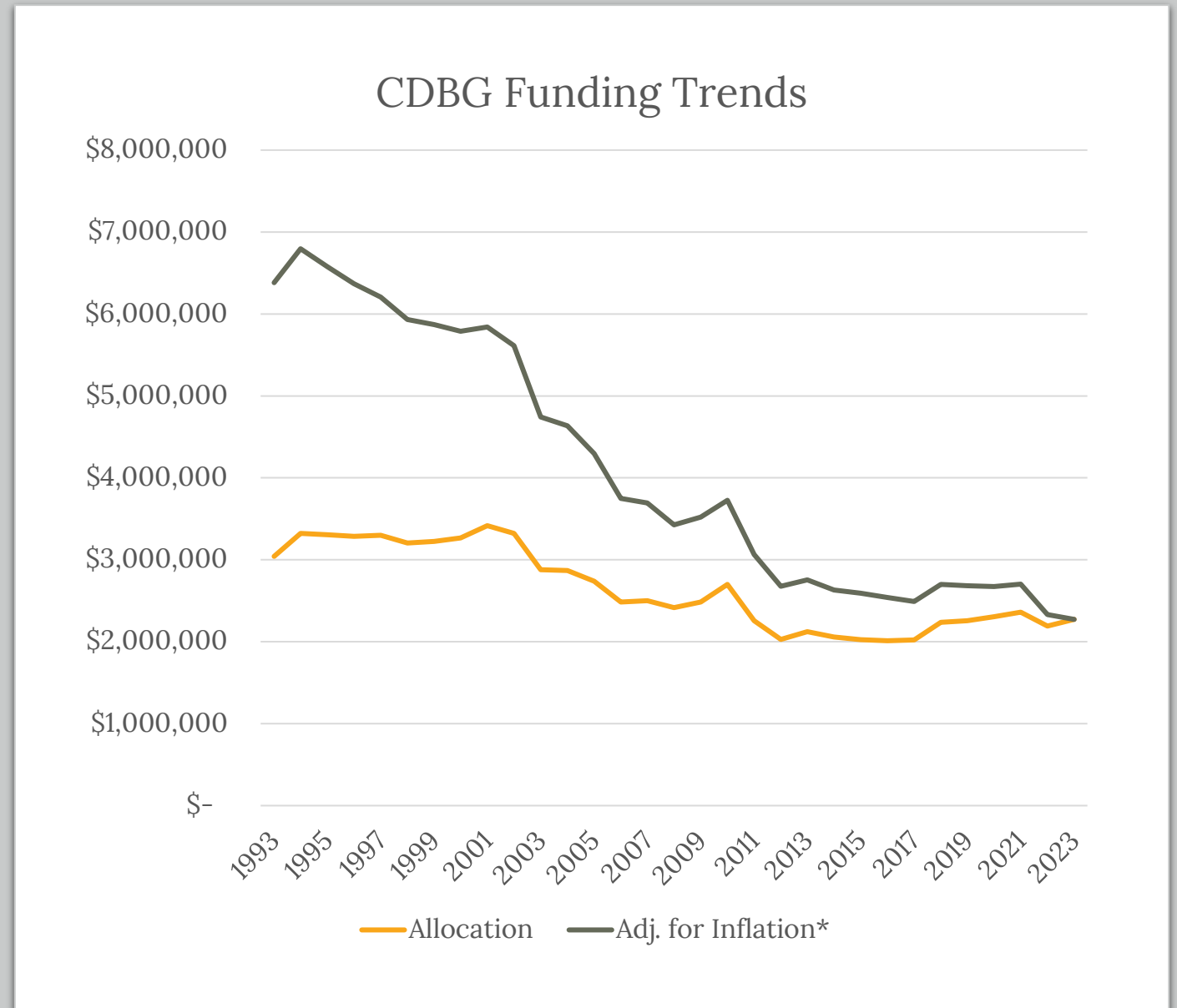
HOME Investment
Partnership
Program Grant
(HOME)



Emergency
Solutions Grants
(ESG)

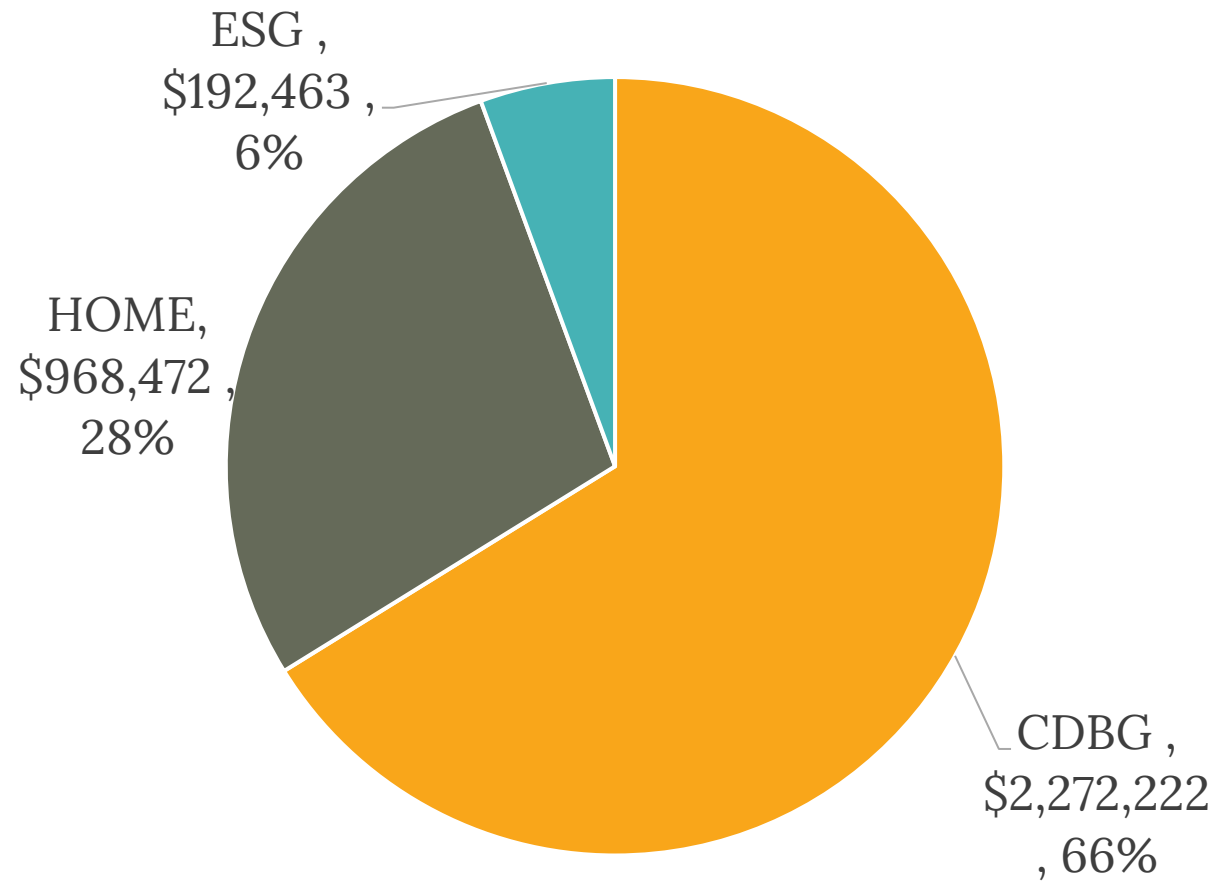
CDBG History

- In the last 30 years, CDBG has decreased by 31% (**64%** when accounting for inflation)
 - The 1993 grant had the same buying power as **\$6.4M** today
- Since 1975 CDBG has decreased by 64% (**94%** when accounting for inflation)
 - The 1975 grant had the same buying power as **\$35.6M** today

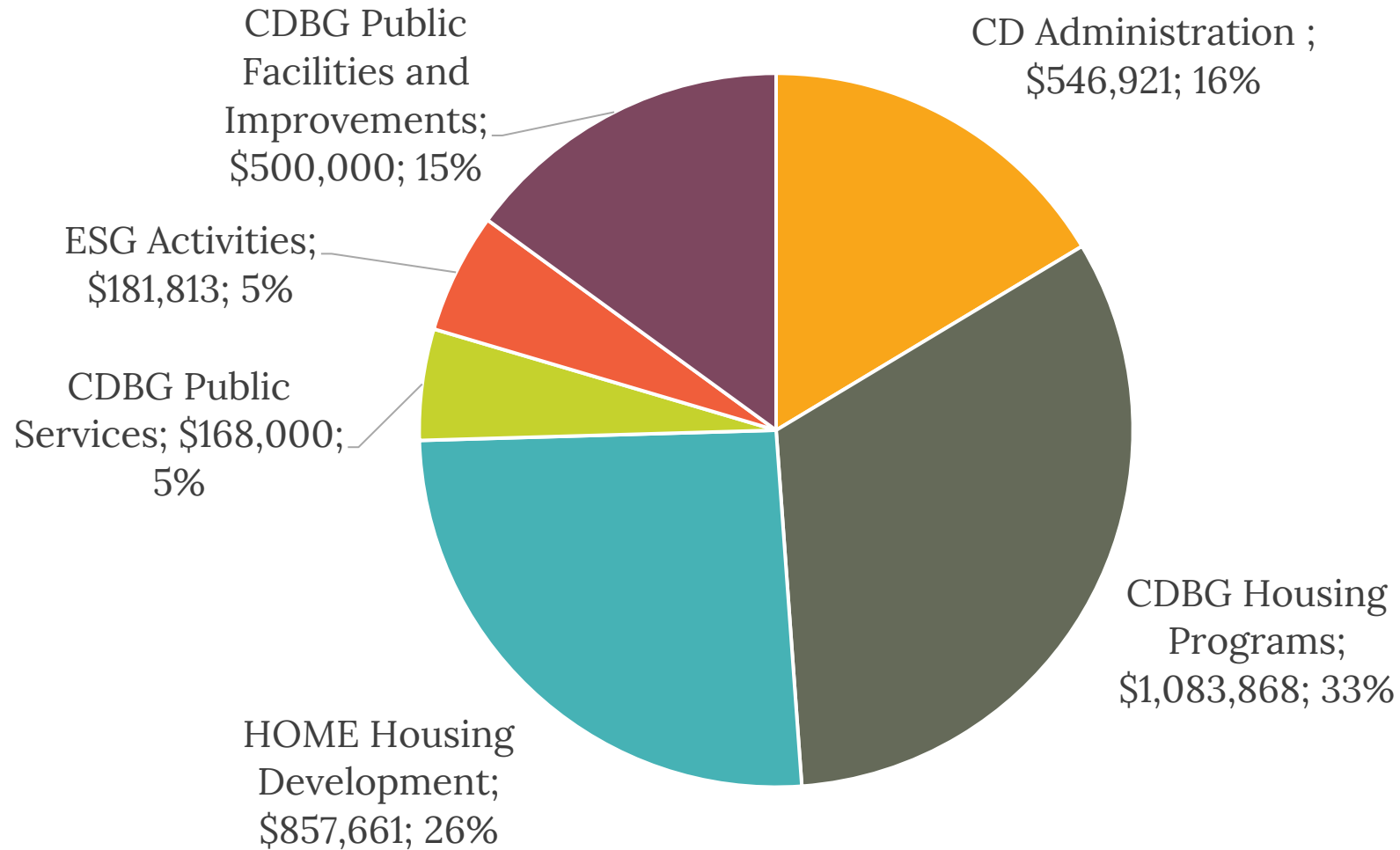


2023 HUD Block Grant Awards

	CDBG	HOME	ESG
2023 Grant Year	\$2,272,222	\$968,472	\$192,463
2022 Grant Year	\$2,189,834	\$952,956	\$195,473
Change	\$82,388	\$15,516	-\$3,010
% Change	3.8%	1.6%	-1.5%



2022 Grant Allocations



Annual Action Plan Timeline

- March–April: Stakeholder Consultation
- April 13: First Public Hearing
- May 22: Draft Plan Presented to AHS
- May 25: Draft Plan Published; Comment Period Begins
- June 8: Second Public Hearing
- June 25: Public Comment Period Ends
- June 26: AHS Presentation of Final Plan
- July 13: BoC Final Approval
- Late July: Submission to HUD



Staff Request for Commission Action

Tracking No. 212207

Full Commission Meeting Date:

Committee: Economic Development & Finance

Date of Standing Committee Action: 4/3/23

(If none, please explain):

Publication Required: No

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
04/04/2023	Patrick Waters	x5079	patrickwaters@wycokck.org	Legal

Item Description:

Presentation of a proposed project for a Downtown Campus proposed by Lanier United, LLC, submitted by Patrick Waters, Acting Chief Counsel.

- 4/5/23 Executive Summary of Proposed Amended and Restated Downtown Campus Development Agreement
- Amended and Restated Downtown Campus Development Agreement
- Resolution Adopting Development Agreement

*On April 3, 2023, the **Economic Development and Finance Standing Committee**, chaired by Commissioner Burroughs, voted 4-2 to approve and forward to the full commission.*

Action Requested:

Approve

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Lanier DA Executive Summary, Amended and Restated Downtown Campus Development Agreement, Resolution Adopting Development Agreement

4/5/23 EXECUTIVE SUMMARY
DOWNTOWN CAMPUS DEVELOPMENT AGREEMENT

1. **Parties.** The UG and Lanier United, LLC, a Kansas limited liability company ("Developer").
2. **The Project Site.** The Project Site includes the Reardon Center and adjacent property to the east of Reardon Center (510 and 520 Minnesota Avenue) (the "Reardon Center Site"), and property located at 645 Nebraska Avenue and 600 State Avenue (the "Athletic Field Site"). The Reardon Center Site is already in a community improvement district ("CID") that imposed a 2% sales tax (the "CID Sales Tax") beginning October 1, 2013 in order to pay for or reimburse the costs of improvements to the Reardon Center, the Hilton Garden Inn adjacent to the Reardon Center, and an adjacent parking garage.
3. **The Project.** The Project is to be designed, constructed and developed as a first-class mixed use development consisting of the following components:
 - (a) approximately 90,000-110,000 s.f. of residential housing, commercial and service-based amenities, and upgraded conference facilities consisting of the following improvements on the Reardon Center Site:
 - (i) a 4-5 story mixed-use retail and residential building with approximately 10,000 s.f. of first-floor retail and commercial space (the "Retail Space"), an approximately 6,000 s.f. fitness center (the "Fitness Center"), and 70-85 apartment units, including 5 units reserved for "workforce" housing tenants who earn less than 70% of the Kansas City, Kansas median income, above the Retail Space (the "Multi-Family Space"); and
 - (ii) no less than 10,600 s.f. feet of first-class multi-purpose meeting space with capacity to seat 350 people for community events and programs (the "Reardon Center"); and
 - (b) no less than 38,000 s.f. of recreational athletic field space with new turf, high-quality perimeter fencing, concessions, and bleachers to accommodate approximately 50 spectators for a variety of sports events (the "Athletic Field") on the Athletic Field Site.
4. **Public Infrastructure.** The UG will design, develop and construct certain infrastructure improvements necessary to support the Project, including sidewalks, drives, and other pedestrian and vehicular thoroughfares, as well as grading and restriping existing roads (the "Public Infrastructure"). The UG will complete the Public Infrastructure on or before July 31, 2020. The UG's costs for the Public Infrastructure, plus interest calculated at 5% per annum commencing from the date the UG pays any such costs (the "Public Infrastructure Costs"), will be reimbursed on a first priority basis from the CID and tax increment financing ("TIF") for the Project described below.
5. **Transfer of Project Site to Developer.** The UG owns the Project Site and will convey title to the portion of the Reardon Center Site needed for construction of the Multi-Family Space, Fitness Center, and Retail Space (the "Multi-Family Site") to Developer. The UG will ground lease (i) the portion of the Reardon Center Site needed for construction of the Reardon Center to Developer for 50 years (the "Reardon Center Ground Lease") and (ii) the Athletic Field Site to Developer for 10 years (the "Athletic Field Ground Lease") and collectively with the Reardon Center Ground Lease, the "Ground Leases"). The Ground Leases will provide for UG access to the Reardon Center and Athletic Field for at least 10 events per year (each), and scheduling for additional UG events at 50% of standard rental fees. The Ground Leases will be cross-defaulted with the Development Agreement. In exchange for the UG's use of the Reardon Center, the Agreement will provide for a one-time contribution of \$1,000,000 from the Reardon Center Maintenance Fund to pay for hard construction costs for the Reardon Center (the "UG Contribution").
6. **Timing.** Developer will commence construction on each component of the Project 60 days after closing on acquisition of the Multi-Family Site and the execution and delivery of the Ground Leases.

Developer will complete the Project 18 months after the commencement of construction. If Developer fails to timely commence and complete the Multi-Family Space, Fitness Center, and Retail Space, the UG will have a reversionary interest in the Multi-Family Site.

7. **Incentive Financing Provided.** In addition to contributing the Multi-Family Site and Ground Leases at almost no cost, the UG is offering the following incentives to stimulate the development of the Project:

(a) **CID Sales Tax.** The Agreement will provide that the proceeds from the CID Sales Tax may be used for pay-as-you-go financing (no bonds) to Developer following reimbursement of all of the Public Infrastructure Costs to the UG. The CID financing is only for use on demolition and site improvement and hard construction costs within the CID. The CID would be limited in the following ways:

(i) the maximum amount of CID reimbursements to Developer would be capped at \$3,020,515 (the "CID Cap");

(ii) the CID collection period ends on the earlier of the date that Developer has been reimbursed for all CID eligible expenses in an amount equal to the CID Cap or September 30, 2035; and

(iii) reimbursement would be paid on a 50/50 basis between private funds and the available incentive proceeds to ensure that at all times, the UG will not have paid more CID proceeds to Developer than the amount of project costs paid by private funds.

(b) **Tax Increment Financing ("TIF") District.** The Agreement will provide for formation of a TIF District that encompasses all of the Project Site, as well as the BPU parking garage and right-of-way along 6th Street and State Avenue connecting the Athletic Field Site to the Reardon Center Site and Multi-Family Site. Following reimbursement to the UG for all of the Public Infrastructure Costs, Developer will be reimbursed on a pay-as-you-go basis (no bonds) with: (x) 100% of incremental real property taxes from the TIF District for the first 12 years of the TIF collection period and then decreasing by 10% each year thereafter (i.e., 90% in year 13, 80% in year 14, and so on, with 20% in year 20); and (y) incremental sales taxes from within the TIF District. The TIF financing is only for use on demolition and site improvement and hard construction costs within the TIF District. TIF financing would also be limited in the following ways:

(i) the maximum amount of TIF reimbursements to Developer is capped at \$3,054,758 (the "TIF Cap"); and

(ii) the TIF collection period ends on the earlier of the date that Developer has been reimbursed for all TIF eligible expenses in an amount equal to the TIF Cap or 20 years from the date that the Commission approves the TIF project plan; and

(iii) reimbursement would be paid on a 50/50 basis between private funds and the available incentive proceeds to ensure that at all times, the UG will not have paid more TIF proceeds to Developer than the amount of project costs paid by private funds.

(c) **Transient Guest Tax ("TGT Grant").** The Agreement will provide for the UG to use its home rule authority to grant \$1,000,000 of the UG's transient guest taxes generated within the CID to be used to reimburse Developer on a pay-as-you-go basis for demolition and site improvement and hard construction costs for the Reardon Center.

(d) **Industrial Revenue Bonds ("IRBs").** The Agreement will provide for IRB financing for Developer to obtain an exemption on sales taxes for construction materials, equipment and furnishings for the Project, but not for abatement of ad valorem property taxes.

(e) **Section 108 Loan.** The UG will submit an application for a loan pursuant to Section 108 of the Housing and Community Development Act of 1974 ("**Section 108 Loan**") in the principal amount of \$5,000,000 to finance non-construction work related to the Project. If the UG is unable to secure the Section 108 Loan, the UG will provide additional public financing to the Project up to a maximum amount of \$225,000 to compensate Developer for the difference in amortized interest and financing costs incurred by Developer in connection with \$5,000,000 of private financing as compared to the Section 108 Loan. The UG has the option to redirect additional TIF Proceeds to Developer by adjusting the percentages identified in Section 7(b) above (and increasing the TIF Cap) and/or increasing the TGT Grant.

8. **Term/Use and Operation.** The term of this Agreement runs for the entire life of the CID and the TIF District. During the term, Developer has agreed to all of the UG's standard use and operation requirements in Article 7, including restrictions on uses (7.2(c)), compliance with law (7.5), payment of taxes (7.6), insurance (7.10), and indemnification (7.12). The Reardon Center Ground Lease, and therefore the provisions for the UG's use of the Reardon Center, has a term of 50 years and thus survives the term of the Agreement.

9. **MBE/WBE/LBE.** Developer has agreed to the following participation goals for construction of the Project:

	Construction	Professional Services
LBE	18%	18%
MBE	15%	13%
WBE	7%	8%

If, upon completion of Project, Developer shall have failed to use best efforts to meet the LBE/MBE/WBE goals, then the UG shall have the right to reduce the CID Cap and TIF Cap by 2.5% for each of Construction and Professional Services.

10. **Assignment/Transfer.** In general, Section 7.13 provides that Developer cannot sell, mortgage or transfer the site or the Project without UG approval, which approval would be at the UG's reasonable discretion. However, the UG does agree that Developer may make leases to tenants in the Multi-Family Space and Retail Space. Developer may also make assignments to affiliates. The parties also agree that Developer will enter into management agreements with entities to be approved by the UG for management of the Fitness Center and Reardon Center.

11. **Default.** The default provisions are generally consistent with other development agreements.

AMENDED AND RESTATED DOWNTOWN CAMPUS DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED DOWNTOWN CAMPUS DEVELOPMENT AGREEMENT (this “Agreement”) is made as of the ____ day of April, 2023 (the “Effective Date”) by and between the Unified Government of Wyandotte County/Kansas City, Kansas (the “UG”), and LANIER UNITED, LLC, a Kansas limited liability company (“Developer”). This Agreement amends, restates and replaces the "Original Agreement" (as defined below), as more specifically set forth herein.

RECITALS

A. Developer wishes to design, develop, construct and complete approximately 90,000 square feet of residential housing, commercial and service-based amenities, and upgraded conference facilities consisting of the following improvements: (i) a four (4) to five (5) story mixed-use retail and residential building with first-floor retail and commercial space (the “Commercial Space”), and 85 to 100 apartment units above the Commercial Space with associated amenities (the “Multi-Family Space”), as more particularly described in Section 2.2(a)-(b) below; and (ii) approximately 7,500 square feet of first-class multi-purpose meeting space, as more particularly described in Section 2.2(c) below (the “Reardon Center”), on approximately 1.56 acres of real property located at 510 and 520 Minnesota Avenue in Kansas City, Kansas (the “Reardon Center Site,” and together with the Commercial Space and Multi-Family Space, the “Project Site”). The Commercial Space and updated Reardon Center will serve as an anchor for the downtown Kansas City, Kansas central business district by providing a variety of commercial and service-based amenities to Kansas City, Kansas residents, employees and visitors, as well as complementing the adjacent Hilton Garden Inn. The Project Site is legally described on **Exhibit A-1** and generally depicted on **Exhibit A-2** attached hereto.

B. Developer does not yet own the Project Site. The UG owns the Project Site and will convey fee title to a portion of the Project Site to Developer, and ground lease other portions of the Project Site to Developer, all as more particularly set forth in Section 2.3 below, subject to certain terms and conditions more fully set forth therein.

C. The UG has the authority to create one or more community improvement districts pursuant to K.S.A. 12-6a26 *et seq.*, as amended from time to time (the “CID Act”), for the purpose of financing certain economic development projects. Under the CID Act, the owners of the land within the boundaries of a proposed community improvement district may petition the UG to request the creation of a community improvement district and to impose an additional community improvement district sales tax on the sale of tangible personal property at retail or the rendering or furnishing of services which are taxable within the boundaries of the community improvement district in order to pay for or reimburse the costs or a portion of the costs of a community improvement district project.

D. The Reardon Center Site is currently included within the Downtown Hotel Community Improvement District (the “CID”) created by the UG by Ordinance No. O-37-13 on June 6, 2013 (the “CID Ordinance”), pursuant to the CID Act. A copy of the CID Ordinance is attached hereto as **Exhibit B**. Pursuant to the CID Ordinance, the UG authorized the imposition of a two percent (2%) sales tax (the “CID Sales Tax”) on the sale of tangible personal property at retail or the rendering or furnishing of services which are taxable within the boundaries of the CID, commencing on October 1, 2013, in order to pay for or reimburse the costs of improvements to the Reardon Center, the Hilton Garden Inn adjacent to the Reardon Center, and an adjacent parking garage. Developer has requested that revenues from the CID Sales Tax be disbursed first to the UG to pay for infrastructure expenses as described herein and thereafter to Developer on a pay-as-you-go basis to reimburse the costs of certain site improvements and hard construction costs for the portions of the Project (as defined in Section 2.2) located within the CID and eligible for reimbursement pursuant to the CID Act and the CID Ordinance.

E. In addition to the CID financing described above, the UG also has the authority to create a tax increment financing (“TIF”) district pursuant to K.S.A. 12-1770 *et seq.*, as amended from time to time (the “TIF Act”), for the purpose of financing certain economic development projects. On March 26, 2020, the UG approved the creation of a TIF district pursuant to the TIF Act (the “TIF District”) through the adoption of Ordinance No. O-16-20 (the “TIF District Ordinance”). The TIF District Ordinance is attached hereto as **Exhibit C**. A legal description of the boundaries of the TIF District is attached hereto as **Exhibit D-1**, and a map generally depicting the boundaries of the TIF District is attached hereto as **Exhibit D-2**.

F. On July 30, 2020, the UG held a public hearing in connection with Developer’s proposed Redevelopment Project Plan for the TIF District (the “Project Plan”), pursuant to the TIF Act. At the conclusion of the public hearing, the UG, pursuant to Ordinance No. O-46-20, approved the Project Plan, which provides, among other things, for the collection of Incremental Sales Tax (as defined in Section 4.3(a)(i)) and Incremental Real Property Taxes (as defined in Section 4.3(a)(ii)) within the TIF District to be disbursed to and used by Developer and the UG on a pay-as-you-go basis to reimburse certain TIF Eligible Expenses (as defined in Section 4.3). The Ordinance for the Project Plan described herein (the “TIF Project Ordinance”) is attached hereto as **Exhibit E**.

G. In addition to the CID financing and TIF financing described above, the UG also agrees to use its home rule authority under Article 12, Section 5 of the Constitution of the State of Kansas to grant \$1,000,000 of the UG’s transient guest taxes (the “TGT Grant”, as defined in Section 4.4(b)), subject to adjustment by the UG as necessary to satisfy the provisions of Section 3.1(a) below to be disbursed to and used by Developer on a pay-as-you-go basis to reimburse certain Reardon Center Costs (as defined in Section 4.4(a)).

H. In connection with the Project, Developer has also requested industrial revenue bond (“IRB”) financing in order to pay certain project costs pursuant to K.S.A. 12-1741 *et seq.* Pursuant to the terms and conditions set forth in Section 4.11 below, the parties hereby agree that Developer may use IRB financing for the limited purpose of obtaining an exemption on sales taxes for construction materials, equipment and furnishings for the portions of the Project located within the Project Site, and not for abatement of ad valorem property taxes on the Project Site.

I. Development of the Project should attract new residents to the community and stimulate the economy of Wyandotte County through employment, additional taxes and other indirect spending in the community, all of which would promote the public good, health, and welfare within Wyandotte County.

J. The parties agree that the Project is not financially feasible without the public-private partnership as set forth in this Agreement, and therefore the UG and Developer have previously entered into that certain Downtown Campus Development Agreement dated March 26, 2020 for Developer to design, develop, and construct the Project, which agreement has subsequently been amended by that certain First Amendment to Downtown Campus Development Agreement dated as of July 30, 2020 (the “**First Amendment**”), and further amended by that certain Second Amendment to Downtown Campus Development Agreement dated as of December 30, 2020 (the “**Second Amendment**”), and further amended by that certain Third Amendment to Downtown Campus Development Agreement dated as of May 13, 2021 (the “**Third Amendment**”), and further amended by that certain Fourth Amendment to Downtown Campus Development Agreement dated as of July 31, 2021 (the “**Fourth Amendment**”), which agreement, collectively as amended, may be referred to herein as the “**Original Agreement**.”

K. The parties now wish to enter into this Agreement to fully amend, restate, modify and replace the Original Agreement with the terms and conditions set forth herein to provide the necessary financing for the Project.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the UG and Developer hereby agree as follows:

ARTICLE 1. DEFINITIONS AND INTERPRETATION; NATURE OF THE 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 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 Effective Date set forth above.

1.2 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."

1.3 Accounting Terms. Unless expressly otherwise provided, accounting terms shall be construed and interpreted, and accounting determination and computations shall be made, in accordance with GAAP.

1.4 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.

1.5 Definitions. All capitalized terms used in this Agreement shall have the meanings ascribed to them in Annex 1 attached hereto and made a part hereof, or as otherwise provided herein.

ARTICLE 2. THE PROJECT

2.1 Undertaking of Developer. Developer hereby agrees, subject to the terms and conditions hereinafter provided, to develop, construct, complete and operate the Project. The performance of all activities by Developer hereunder shall not be as an agent of the UG, except as otherwise specifically provided herein.

2.2 Development of the Project Site. Prior to Closing on the conveyance of the Project Site to Developer and execution of the Reardon Center Ground Lease, as set forth in Sections 2.3 and 5.1, the UG and Developer hereby agree that Developer shall have the right but not the obligation to develop the Project as described below. If and to the extent that Developer closes on the Project Site and executes and delivers the Reardon Center Ground Lease (as defined below), then Developer shall then be contractually obligated in this Agreement to demolish the existing buildings on the Project Site, and to construct and complete all of the components of the Project on the Project Site. Developer hereby contemplates that all of the infrastructure, buildings, parking facilities and other improvements constituting the Project, as described in this Section 2.2 and as generally depicted on Exhibit F attached hereto (the “Improvements”), shall be developed, constructed, completed, and operated on the Project Site in accordance and compliance with the terms and conditions of this Section 2.2 and the final site plan approvals as may be granted by the UG’s Planning Commission or other relevant bodies if any (the “Development Plan”). On and subject to the terms and provisions set forth in this Agreement, Developer shall have the sole right to, and shall be responsible for, design, construction, equipment and completion of the Improvements, and shall operate and use the Improvements in the manner described herein, all in accordance with the terms of this Section 2.2 and all other Applicable Laws and Requirements. The parties further agree that the “Project” shall include the following:

- (a) Commercial Space: Approximately 7,000 square feet retail and/or office uses.
- (b) Multi-Family Space: 85 to 100 apartment units, including studio, one (1) and two (2) bedroom apartment units ranging from 550 to 1,050 square feet each, along with associated amenities to include solid surface countertops, stainless steel appliances, a home automation program with enhanced Wi-Fi and cable television, and a clubhouse to include a commercial grade kitchen, television area and outdoor recreation area. The Multi-Family Space shall be market rate, except for five (5) units which shall be reserved as “workforce” housing for tenants who earn less than 70% of the Kansas City, Kansas median household income (the “Income Threshold”), and base rent for which shall not exceed 30% of the Income Threshold; provided that the workforce housing units shall be of the same character and quality as the other market-rate units in the Multi-Family Space;
- (c) Reardon Center: No less than 7,500 square feet of first-class multi-purpose banquet/meeting space with capacity to seat 325 people for community events and programs, including youth education and healthy living programs and Science, Technology, Engineering and Math (“STEM”) awareness classes. The Reardon Center shall be operated under the name “Reardon Center” or “Jack Reardon Center” by an experienced meeting space operator (“Manager”) who will be selected by Developer and approved by the UG as set forth in Section 7.13(d) below, pursuant to a separate agreement between Developer and Manager in accordance with the terms and conditions of Section 7.13(d) below (the “Reardon Center Management Agreement”);
- (d) Infrastructure: Infrastructure improvements, which may include, without limitation, site work, lighting, sewer, stormwater and water main improvements, and irrigation systems, necessary to support the Improvements in the Project (“Private Infrastructure”) other than the Public Infrastructure (as defined in Section 2.5);

(e) Parking Improvements: Surface parking improvements containing the number of spaces required by the Applicable Laws and Requirements for each of the Improvements (the “Parking Improvements”);

(f) Signage: Signage which shall be subject to all Applicable Laws and Requirements, and any special use permits granted by the UG’s Commission. Developer may develop sign criteria for the entire Project Site;

(g) Developer’s development, design and construction of the Improvements shall in all respects comply with the Plans and Specifications (as defined in Section 6.2); and

(h) The Project described in this Section 2.2 shall not be amended or modified without the prior written consent of the UG, which consent shall not be unreasonably withheld, and shall be granted or denied in accordance with all Applicable Laws and Requirements.

2.3 Transfer of Reardon Center Site to Developer. The UG owns the real property that comprises the Reardon Center Site. Subject to the terms and conditions hereof and satisfaction of the conditions set forth in Section 3.1 below, Developer shall (i) close on the acquisition of fee title for the portion of the Reardon Center Site needed for construction of the Multi-Family Space and Commercial Space (the “Multi-Family Site”); and (ii) execute and deliver a ground lease on the portion of the Reardon Center Site which is needed for construction of the Reardon Center, pursuant to which the UG will ground lease certain real property (and the Improvements thereon) to Developer, subject to the terms and conditions more fully described in Section 2.3(c)(i) below (the “Reardon Center Ground Lease”). At Closing (as defined in Section 5.1), the UG shall convey the Multi-Family Site to Developer pursuant to a quitclaim deed (the “Deed”), subject only to the provisions set forth in this Section 2.3 and in the balance of this Agreement and subject to the Permitted Encumbrances (as defined in Annex 1). In consideration for the Deed, Developer shall pay to the UG an amount equal to One Hundred Dollars (\$100) (the “Purchase Price”) at Closing. The parties hereby further agree as follows:

(a) Developer’s Investigations. For a period of one hundred twenty (120) days after the Effective Date (the “Due Diligence Period”), the UG shall allow Developer access to the Project Site for purposes of inspecting the Project Site, including the right to testing of same (the “Investigations”); provided, however, that: (i) Developer must schedule such Investigations with the UG; (ii) Developer shall provide the UG with a copy of any written reports resulting from the Investigations within thirty (30) days of completion of the Investigations; (iii) 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 or attorneys as reasonably necessary to advise Developer with regard to the Investigations; (iv) Developer shall repair any and all damage caused by the Investigations, and shall restore the Project Site to the condition it was in prior to such Investigations, except for such portions that shall be demolished in accordance with this Agreement; and (v) 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 2.3(a). Notwithstanding any provision herein to the contrary, the indemnity contained in the preceding sentence shall survive the termination of this Agreement or the Closing. The UG shall pay the costs of any environmental assessment of the Project Site completed by Developer during its Investigations. If any such environmental assessment discloses the existence of an environmental condition, the UG may, in its sole

discretion, but is not obligated to, complete remediation at the UG's cost. The UG shall notify Developer in writing of its election prior to expiration of the Due Diligence Period. If Developer is not satisfied in all respects as to the condition of the Project Site either before or after any remediation undertaken by the UG 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, except to the extent that any remediation of the Project Site by the UG extends beyond the Due Diligence Period, then, in such case, ten (10) days after the completion of any such remediation by the UG (the "Remediation Extension"), to terminate this Agreement. In the event that Developer shall elect not to exercise its right to terminate this Agreement pursuant to this Section 2.3(a) before expiration of the Due Diligence Period and any Remediation Extension, then Developer shall be deemed to have waived this condition and accepted the Project Site "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 Project Site 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 2.3(a), or the other conditions set forth in Section 3.1 below, then Developer understands and agrees that Developer shall be deemed and considered to be fully and completely satisfied with the Project Site and all parts and aspects thereof.

(b) Right of Reversion. Developer hereby agrees that the Multi-Family Site shall be subject to a right of reversion in favor of the UG (the "Reversionary Interest") in the event that, subject to Force Majeure (as defined in Section 10.2) or any extension granted by the UG in writing: (i) commencement of construction of the Multi-Family Space and Commercial Space has not occurred on or before the Commencement Date set forth in Section 6.10 below; and/or (ii) construction of the Multi-Family Space and Commercial Space timely commenced, but completion of construction of these Improvements has not occurred on or before the Completion Date set forth in Section 6.10 below. 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 have the right, in its discretion, to exercise its Reversionary Interest as to the Multi-Family Site. The UG shall not reimburse Developer for any losses or costs 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 the Multi-Family Site upon Substantial Completion (as defined in Annex 1) of the Multi-Family Space and Commercial Space Improvements, 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. For purposes of this Agreement, the words "commence construction" and "commencement of construction" shall mean the issuance of appropriate permits, which shall not be unreasonably delayed by the UG, for demolition of existing buildings on the Project Site and construction of the Improvements, and Developer's undertaking of a continuous program of construction for the Improvements.

(c) Ground Lease. The parties hereby agree that at Closing, the UG and Developer shall enter into ground lease referenced below for portions of the Reardon Center Site as more particularly described below:

(i) Reardon Center Ground Lease. At Closing, the UG and Developer will execute and deliver the Reardon Center Ground Lease, which shall be a triple net ground lease on the portion of the Reardon Center Site which is needed for construction of the Reardon Center, pursuant to which the UG will ground lease such real property (and the

Improvements thereon) to Developer for a period of fifty (50) years. The Reardon Center Ground Lease shall include, among other things, the following terms and conditions:

A. The UG shall have access to the Reardon Center for no less than ten (10) civic-related events per calendar year with no room rental charges therefor for the entire term of the Reardon Center Ground Lease, provided each such event shall not last longer than twenty-four (24) hours;

B. Beyond the ten (10) events described above, the UG may schedule additional events at the Reardon Center at a price which is subject to negotiation between the parties, but in no event shall the UG ever be required to pay more than fifty percent (50%) of the standard room rental fee;

C. Associated event services for the UG's events (such as food, drinks and linen) may be charged to the UG at Reardon Center's most competitive rates therefor;

D. Subject to space availability at the time of any requests therefor, the UG may schedule an unlimited number of events in meeting and small break-out spaces, provided that the UG shall schedule such events at least fourteen (14) days prior to such event (and the UG will be responsible for setting up and breaking down all non-catered events in meeting and small break-out spaces);

E. The parties hereby agree to meet at least once per year, no later than October 1st, to discuss dates that the UG needs to book for the following calendar year; and

F. The Reardon Center Ground Lease shall be cross-defaulted with this Agreement.

2.4 Developer's Obligations to Construct and Complete the Project. If and to the extent that Developer closes on the Multi-Family Site and executes and delivers the Reardon Center Ground Lease, then subject to the terms and conditions of this Agreement and except as otherwise provided herein, Developer hereby covenants and contractually agrees to fully construct and complete the Improvements as described herein. Except as otherwise provided herein, Developer hereby agrees to complete the Improvements on or before the Completion Date set forth in Section 6.10 below.

2.5 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 (as defined in Annex 1). The UG agrees to promptly and completely perform each and all of its duties and obligations under this Agreement and the other Transaction Documents.

ARTICLE 3. CONDITIONS

3.1 Closing Conditions. Closing of this Agreement shall be subject to the satisfaction of the following conditions precedent (the "Closing Conditions"):

(a) Financing Plan. Developer shall secure and provide evidence of immediately available private funds which, when added to the CID Proceeds (as defined in Section 4.2(b)), TIF Proceeds (as defined in Section 4.3), and TGT Grant (as defined in Section 4.4(b)) are sufficient to complete the Improvements. Developer shall provide evidence of such private funds in form and substance verifiable and approved by the UG's County Administrator in his or her sole discretion,

in the form of: (x) cash funds held in a bank account; or (y) private equity and/or a closed loan from a financial institution that is ready, willing and able to provide construction draws for the Project, subject only to normal and customary draw conditions that are approved by the UG. The UG will also, at no cost to the UG, support and cooperate with Developer on any applications, designations and approvals for new market tax credits, opportunity zone incentives, favorable private financing, allocation of Community Reinvestment Act funds, community development block grants, green incentives, and grants from the State of Kansas;

(b) TGT Grant. The UG shall have approved an ordinance for the TGT Grant described in Recital G and Section 4.4 below, or Developer shall have waived this requirement in writing;

(c) IRBs. The UG's Commission shall have approved a Resolution of Intent for the IRB financing described in Section 4.11 below, or Developer shall have waived this requirement in writing;

(d) Final Site Plan Approval. Developer shall have obtained all final site plan approvals and any other required approvals for the Improvements as required by all Applicable Laws and Requirements;

(e) Ground Lease. The UG and Developer shall have agreed upon the form of the Reardon Center Ground Lease.

(f) Reardon Center Management Agreement. Developer shall have entered into the Reardon Center Management Agreement with Manager with the UG's prior written approval of both the Manager and the Reardon Center Management Agreement, as further described in Section 7.13(d) below;

(g) Modifications to TIF District and Project Plan. The TIF District and the Project Plan previously approved by the UG's Commission conformed to the terms and conditions of the Original Agreement, but now require certain amendments and modifications to conform to the amended terms and conditions of this Agreement. Accordingly, it is a condition that the UG, in its sole discretion, will have either approved an amendment to the TIF District and/or Project Plan, or a termination of the existing Project Plan and adoption of a new Project Plan (and if approved by the UG, the Exhibits to this Agreement shall be modified to conform to the amended TIF District and/or new Project Plan); and

(h) Parking. Developer shall have secured 90 exclusive parking spaces to support the Commercial Space and Multi-Family Space and 200 nonexclusive spaces to support the Reardon Center.

Where approval of the UG is required for the various conditions set forth in this Section 3.1, such approval shall be granted or withheld by the County Administrator in his sole, but reasonable discretion.

3.2 Termination. In the event that the Closing Conditions set forth in Section 3.1 above are not met or waived on or prior to two hundred seventy (270) days from the Effective Date (the "Drop Dead Date"), unless the Parties mutually agree to an amendment to this Agreement to extend the Drop Dead Date, then this Agreement shall automatically terminate as of the day after the Drop Dead Date. Upon any such termination of this Agreement, the parties hereto shall have no further duty, obligation, or liability each to the other hereunder, except for those provisions that are specifically set forth herein to survive termination of this Agreement, and without limiting the generality of the foregoing, Developer shall be solely liable and responsible for all of its costs and expenses incurred by it with respect to this Agreement and the transactions

contemplated hereby, and except for the fees and expenses of the UG to be paid for by Developer pursuant to that certain Funding Agreement dated as of August 26, 2019, as amended, and the provisions of this Agreement, the UG shall be solely liable and responsible for all costs and expenses incurred by it with respect to this Agreement and the transactions contemplated hereby.

ARTICLE 4. FINANCING — SOURCE OF FUNDS

4.1 Public Financing; Source of Funds. Reference is hereby made to the Total Project Budget attached hereto as **Exhibit H**, and by this reference made a part hereof. The costs of the Project (the “Project Costs”) will be funded in part by public incentives, including the CID Proceeds, TIF Proceeds, IRBs, and the TGT Grant, as well as private equity and debt. Developer, using private equity and debt (the “Private Funds”), will initially advance all of the costs for the design, development and construction of the Project, except for certain costs in the amount of Eight Hundred Eighty Four Thousand Two Hundred Seven Dollars (\$884,207) that have been incurred by the Developer prior the Effective Date and that relate to the Project (the “Developer Pursuit Costs”) and for which the UG shall have approved Certificate(s) of Expenditures properly submitted by Developer. The UG, subject to the foregoing, shall utilize CID Proceeds to pay or reimburse the Developer for the Developer Pursuit Costs as follows: (a) thirty-seven percent (37%) of such Developer Pursuit Costs, to the extent such Developer Pursuit Costs that are to be reimbursed with CID Proceeds are CID Eligible Expenses, on the Closing Date, (b) an additional thirty-seven percent (37%) of such Developer Pursuit Costs within ten (10) days after the fourth (4th) full calendar month following the date that Developer shall Commence Construction on the Project (assuming a continuous program of construction thereafter), and (c) the balance of such Developer Pursuit Costs within ten (10) days after the eight (8th) full calendar month following the date that Developer shall Commence Construction on the Project (assuming a continuous program of construction thereafter). Developer, subject to the terms and conditions of this Agreement, shall be reimbursed for certain CID Eligible Expenses (as defined below in Section 4.2) and TIF Eligible Expenses from and to the extent of the CID Proceeds and TIF Proceeds collected during the Term. Developer, subject to the terms and conditions of this Agreement, shall be reimbursed for certain Reardon Center Costs from and to the extent of the TGT Grant.

4.2 CID. It is contemplated by the parties that the Reardon Center shall be funded by CID Proceeds. Developer has identified certain Project Costs for the Reardon Center which may be reimbursed with CID Proceeds if and to the extent that such Project Costs are related to demolition and site improvement and hard construction costs, located within the CID, identified on **Exhibit H** attached hereto, and eligible for payment or reimbursement pursuant to the CID Act (the “CID Eligible Expenses”). In connection with the CID, the parties hereby agree as follows:

(a) CID Sales Tax. Following reimbursement to the UG of all of the Public Infrastructure Costs (to the extent the same are eligible for payment or reimbursement pursuant to the CID Act), and subject to the terms and conditions of this Agreement and the CID Ordinance, the UG hereby agrees that the CID Eligible Expenses may be reimbursed with Pay-Go CID Financing (defined below in Section 4.2(d)) from the imposition of the CID Sales Tax in the amount of two percent (2%) on the sale of tangible personal property at retail or rendering or furnishing of services which are taxable pursuant to the Kansas Retailers’ Sales Tax Act (K.S.A. 79-3601 *et seq.*) from only those revenues received from within the CID. Developer agrees to provide to the Kansas Department of Revenue (the “DOR”) a list of tenants, licensees, vendors and concessionaires within the CID within the timeframes required by the DOR, so that the DOR can notify tenants within the CID of their requirement to collect the CID Sales Tax. At the time the list of tenants, licensees, vendors and concessionaires is provided to the DOR, Developer shall also provide a copy to the UG.

(b) CID Proceeds. The revenues received from the imposition of the CID Sales Tax, less the CID Administrative Fee (as defined in Section 4.2(f)), constitute the “CID Proceeds” and shall be collected and deposited into the CID Fund (as defined in Section 4.2(c)). The CID Proceeds shall be disbursed as follows:

(i) the first \$884,207 of CID Proceeds will be used to pay or reimburse Developer for Developer's Pursuit Costs (to the extent that the same have been approved by the UG pursuant to properly submitted Certificate(s) of Expenditure), and subject to the limitations in the CID Act and provided that none of the CID Proceeds shall be used to pay for anything but the CID Eligible Expenses identified on Exhibit H attached hereto, without the prior approval of the UG in its sole discretion,

(ii) the next \$200,000 of CID Proceeds shall be used to pay or reimburse CID Eligible Expenses incurred prior to Closing (“Predevelopment Costs”), to the extent that the same have been approved by the UG pursuant to properly submitted Certificate(s) of Expenditure, and subject to the limitations in the CID Act and provided that none of the CID Proceeds shall be used to pay for anything but the CID Eligible Expenses identified on Exhibit H attached hereto, without the prior approval of the UG in its sole discretion,

(iii) and thereafter, to pay or reimburse Developer for the remaining CID Eligible Expenses, subject to the limitations in the CID Act and provided that none of the CID Proceeds shall be used to pay for anything but the CID Eligible Expenses identified on Exhibit H attached hereto, without the prior approval of the UG in its sole discretion. Notwithstanding the foregoing, Developer understands and agrees that the UG may reimburse itself for any of its unpaid legal fees incurred in connection with this Agreement from the CID Proceeds, but not prior to the reimbursements described in subsections (i) and (ii) above, and provided that any such disbursements to the UG shall not count against the CID Cap.

(c) CID Fund. During the existence of the CID, all CID Proceeds generated within the CID shall be deposited into a separate fund (the “CID Fund”), established and administered by the UG in compliance with this Agreement and all Applicable Laws and Requirements.

(d) Pay-Go CID Financing. Except for the earlier payment of the Developer Pursuit Costs and the Predevelopment Costs as described in Section 4.1(b) above, the parties hereby agree that the CID Proceeds shall be disbursed by the UG to Developer quarterly from the CID Fund on a pay-as-you-go basis (“Pay-Go CID Financing”) to reimburse Developer for the CID Eligible Expenses, if and only to the extent that: (1) there are sufficient CID Proceeds in the CID Fund, (2) Developer has fully satisfied all of the conditions set forth in Section 4.7, (3) Developer has not already been reimbursed for CID Eligible Expenses in an amount equal to the CID Cap (as defined in Section 4.2(d)(ii)), and (4) the Term has not yet expired. The parties further agree as follows:

(i) CID Collection Period. The CID Sales Tax shall be collected within the CID for a period that commenced on October 1, 2013, which is the date that the CID Sales Tax was first imposed within the CID, up to and concluding upon that date which is the earlier of (a) the date that Developer has been reimbursed for all CID Eligible Expenses by Pay-Go CID Financing in an amount equal to the CID Cap, or (b) September 30, 2035 (the “CID Collection Period”). At the end of the CID Collection Period, the parties understand and agree that the CID shall thereafter terminate, the CID Sales Tax shall terminate and no

longer be levied or collected within the CID, and the UG shall promptly take any action required to so terminate the CID and the CID Sales Tax.

(ii) CID Cap. The CID Proceeds shall be available to Developer for reimbursement of CID Eligible Expenses through Pay-Go CID Financing, and the CID Proceeds available to Developer pursuant to subsections 4.2(b)(i) and (iii) shall in no event exceed Three Million Three Hundred Thirty-Seven Thousand Dollars (\$3,337,000) (the “CID Cap”). Developer understands and agrees that the Developer's Pursuit Costs and Predevelopment Costs shall be included within, and count against, the CID Cap. The CID Cap shall, for all purposes set forth herein, operate as a cap on the use of CID Proceeds for reimbursement to Developer of any of Developer's CID Eligible Expenses. Once Developer has received an amount equal to the CID Cap in reimbursements of CID Eligible Expenses through Pay-Go CID Financing, the parties understand and agree that Developer's access to the Pay-Go CID Financing shall thereafter terminate.

(iii) Conditions for Reimbursement. Developer shall not receive any reimbursements from Pay-Go CID Financing unless and until the conditions precedent set forth in Section 4.7 have been fully satisfied or waived by the UG, upon which satisfaction or waiver Developer shall be reimbursed from Pay-Go CID Financing as provided in this Agreement.

(e) No CID Bonds. Developer hereby understands and agrees that all reimbursements to the Developer hereunder shall be made only from Pay-Go CID Financing, and nothing in this Agreement shall in any way obligate the UG to issue bonds or other obligations to reimburse Developer for the CID Eligible Expenses or any other Project Costs.

(f) CID Administrative Fee. A portion of the CID Proceeds from the CID shall be used to pay an administrative fee in an amount equal to one percent (1%) of the CID Proceeds actually received by the UG from the DOR (the “CID Administrative Fee”), and Developer hereby understands and agrees that such CID Administrative Fee shall be withheld by the UG prior to depositing the balance of the CID Proceeds into the CID Fund. As and when there are sufficient CID Proceeds from the CID to pay the CID Administrative Fee, such CID Administrative Fee shall have first priority to available CID Proceeds.

4.3 TIF District. It is contemplated by the parties that the Public Infrastructure Costs and Project Costs shall be funded in part by Sales Tax TIF Proceeds and Property Tax TIF Proceeds (collectively, the “TIF Proceeds”). Developer has identified certain Project Costs which may be reimbursed with TIF Proceeds if and to the extent that such Project Costs are related to demolition and site improvement and hard construction costs, located within the TIF District, identified on **Exhibit H** attached hereto, and eligible for payment or reimbursement pursuant to the TIF Act (the “TIF Eligible Expenses”). In connection with the TIF District, the parties hereby agree as follows:

(a) Collection of TIF Revenues. For a period of twenty (20) years from the approval of the Project Plan the UG shall collect Incremental Sales Tax and Incremental Real Property Taxes as set forth below, unless the TIF District shall be earlier terminated pursuant to the express terms of this Agreement.

(i) Incremental Sales Tax. Subject to the terms and conditions of this Agreement and the TIF District Ordinance, the UG hereby agrees that the TIF Eligible Expenses, and the Public Infrastructure, may be financed and reimbursed with Pay-Go TIF Financing (defined below in Section 4.3(b)) from the Incremental Sales Tax collected within the TIF District. The “Incremental Sales Tax” includes all incremental sales and

use taxes, which are imposed pursuant to K.S.A. 12-187 *et seq.*, limited to 1% of the current City of Kansas City sales tax rate of 1.625% (excluding the 0.25% UG EMS sales tax and the 0.375% UG public safety and neighborhood infrastructure tax) and the UG's share of the current Wyandotte County 1% sales tax, which is currently 93.84%, which annually exceed the Base Year Revenues received by the UG from the TIF District. For purposes hereof, the term "Base Year Revenues" means the aggregate amount of the sales and use taxes described above for the twelve (12) month period preceding publication of the TIF District Ordinance.

(ii) Incremental Real Property Taxes. Subject to the terms and conditions of this Agreement and the TIF District Ordinance, the UG hereby agrees that the TIF Eligible Expenses, and the Public Infrastructure, may be financed and reimbursed with Pay-Go TIF Financing from the Incremental Real Property Taxes collected within the TIF District. Pursuant to the provisions of the Project Plan and the TIF Act, including, but not limited to, Section 12-1775(a) of the TIF Act, all real property located within the TIF District is subject to assessment for annual Real Property Taxes (as defined in Annex 1). Real Property Taxes shall be due in arrears, with half due on December 20th and half due on May 10th of each year in which said amount is required to be paid, and will be considered delinquent if not paid by such dates of each such year or as otherwise determined by Applicable Laws and Requirements. The obligation to pay Real Property Taxes shall be a covenant running with the land and shall create a lien in favor of the UG on each such tax parcel as constituted from time to time and shall be enforceable against Developer and its successors and assigns in ownership of property in the TIF District. The "Incremental Real Property Taxes" means that amount of Real Property Taxes collected from within the TIF District that exceeds the amount of Real Property Taxes collected from the Base Year Assessed Valuation of the real property within the TIF District. For purposes hereof, the term "Base Year Assessed Valuation" means the assessed valuation of all real properties within the boundaries of the TIF District on the date of publication of the TIF Ordinance. The Base Year Assessed Valuation of the real property within the TIF District is Zero Dollars (\$0).

(iii) TIF Fund. During the existence of the TIF District, all Incremental Sales Tax generated within the TIF District and all Incremental Real Property Taxes generated within the TIF District shall be deposited into a separate fund (the "TIF Fund"), which shall be established and administered by the UG in compliance with this Agreement and all Applicable Laws and Requirements.

(iv) Sales Tax TIF Proceeds. The revenues received from the Incremental Sales Tax, less the TIF Administrative Fee (as defined in Section 4.3(d)), constitute the "Sales Tax TIF Proceeds". The Sales Tax TIF Proceeds shall be used first to pay or reimburse the UG for the Public Infrastructure Costs and then to pay or reimburse Developer for the TIF Eligible Expenses, subject to the limitations in the TIF Act and provided that none of the Sales Tax TIF Proceeds shall be used to pay for anything but site work and other hard construction costs for the Improvements within the TIF District without the prior approval of the UG, in its sole discretion.

(v) Property Tax TIF Proceeds. The revenues received from the Incremental Real Property Taxes, less the TIF Administrative Fee (defined below in Section 4.3(d)), constitute the "Property Tax TIF Proceeds". The Property Tax TIF Proceeds shall be used first to pay or reimburse the UG for the Public Infrastructure Costs and then to pay or reimburse Developer for the TIF Eligible Expenses, subject to the limitations in the TIF

Act and provided that none of the Property Tax TIF Proceeds shall be used to pay for anything but site work and other hard construction costs for the Improvements within the TIF District without the prior approval of the UG, in its sole discretion. The parties understand and agree that during the TIF Collection Period, an amount equal to eighty-five percent (85%) of the Property Tax TIF Proceeds shall be available to Developer to reimburse TIF Eligible Expenses.

(b) Pay-Go TIF Financing. Subject to the terms and conditions of this Agreement, the parties hereby agree that the TIF Proceeds shall be disbursed by the UG to Developer from the TIF Fund on a pay-as-you-go basis (“Pay-Go TIF Financing”) to reimburse Developer for TIF Eligible Expenses, if and to the extent that: (1) there are sufficient TIF Proceeds in the TIF Fund, (2) Developer has fully satisfied all of the conditions set forth in Section 4.7, (3) Developer has not already been reimbursed for TIF Eligible Expenses in an amount equal to the TIF Cap (as defined in Section 4.3(b)(ii)), and (4) the Term has not yet expired. The parties further agree as follows:

(i) TIF Collection Period. The Incremental Sales Tax and Incremental Real Property Taxes shall be collected within the TIF District for a period that commences on the date that the Project Plan is approved by the UG’s Commission up to and concluding upon that date which is the earlier of (a) the date that Developer has been reimbursed for all TIF Eligible Expenses by Pay-Go TIF Financing in an amount equal to the TIF Cap, or (b) twenty (20) years from the date that the Project Plan was approved (the “TIF Collection Period”). At the end of the TIF Collection Period, the parties understand and agree that the TIF District shall thereafter terminate, the UG shall no longer deposit Incremental Sales Tax and Incremental Real Property Taxes into the TIF Fund, and Developer shall have no further access to such Incremental Sales Tax and Incremental Real Property Taxes to reimburse or pay for TIF Eligible Expenses.

(ii) TIF Cap. After the UG has been paid in full for the Public Infrastructure Costs, thereafter the TIF Proceeds shall be available to Developer for reimbursement of TIF Eligible Expenses through Pay-Go TIF Financing, and the TIF Proceeds available to Developer shall in no event exceed Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000), as the same may be increased by the UG in order to satisfy the provisions of Section 3.1(a) (the “TIF Cap”). The TIF Cap shall, for all purposes set forth herein, operate as a cap on the use of TIF Proceeds for reimbursement to Developer of any of Developer’s TIF Eligible Expenses. Once Developer has received an amount equal to the TIF Cap in reimbursements of TIF Eligible Expenses through Pay-Go TIF Financing, the parties understand and agree that Developer’s access to the Pay-Go TIF Financing shall thereafter terminate.

(iii) Conditions for Reimbursement. Developer shall not receive any reimbursements from Pay-Go TIF Financing unless and until the conditions precedent set forth in Section 4.7 have been fully satisfied or waived by the UG, upon which satisfaction or waiver Developer shall be reimbursed from Pay-Go TIF Financing as provided in this Agreement.

(c) No TIF Bonds. Developer hereby understands and agrees that all reimbursements to the Developer hereunder shall be made only from Pay-Go TIF Financing, and nothing in this Agreement shall in any way obligate the UG to issue bonds or other obligations to reimburse Developer for the TIF Eligible Expenses or any other Project Costs.

(d) TIF Administrative Fee. A portion of the Incremental Real Property Taxes and Incremental Sales Taxes shall be used to pay an administrative fee in an amount equal to one

percent (1%) of such Incremental Real Property Taxes and Incremental Sales Taxes (the “TIF Administrative Fee”). The TIF Administrative Fee shall be due and payable on the date the Incremental Real Property Taxes and Incremental Sales Taxes are received by the UG. Developer hereby understands and agrees that such TIF Administrative Fee shall be withheld by the UG prior to depositing the TIF Proceeds into the TIF Fund. As and when there are sufficient TIF Proceeds to pay the TIF Administrative Fee, the TIF Administrative Fee shall have first priority to available Incremental Real Property Taxes and Incremental Sales Taxes.

4.4 TGT Grant. The UG hereby agrees to use its home rule authority under Article 12, Section 5 of the Constitution of the State of Kansas to grant up to One Million Dollars (\$1,000,000), as the same may be increased by the UG in order to satisfy the provisions of Section 3.1(a), of the UG’s transient guest taxes for pay-as-you-go reimbursement to Developer for the Reardon Center Costs (the “TGT Grant”). For purposes hereof, transient guest taxes means the local transient guest taxes received by the UG, which are imposed pursuant to K.S.A. 12-1693 *et seq.* and Charter Ordinance No. CO-01-18, as amended from time to time.

(a) Reardon Center Costs. It is contemplated by the parties that certain Project Costs shall be funded in part by the TGT Grant if and to the extent that such Project Costs are related to demolition and site improvement and hard construction costs for the Reardon Center, identified on Exhibit H attached hereto and eligible for payment or reimbursement pursuant to Applicable Laws and Requirements, including K.S.A. 12-1693 *et seq.* and the UG’s charter ordinances (the “Reardon Center Costs”).

(b) TGT Fund. The TGT Grant shall be deposited into a separate fund (the “TGT Fund”), which shall be established and administered by the UG in compliance with all Applicable Laws and Requirements and this Agreement.

(c) Conditions for Reimbursement. Developer shall not receive any reimbursements from the TGT Grant unless and until the conditions precedent set forth below have been satisfied as determined by the UG in its sole discretion:

- i. the UG has approved Certificate(s) of Expenditure for the Reardon Center Costs which are to be reimbursed with the TGT Grant; and
- ii. Developer shall be in full compliance with the terms and conditions of this Agreement and Developer 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.

4.5 50/50 Limitation. Except for and excluding the earlier payment of the Developer's Pursuit Costs and the Predevelopment Costs, the parties agree that the TGT Grant, along with the CID Proceeds and TIF Proceeds available to Developer for reimbursement of CID Eligible Expenses and TIF Eligible Expenses at any given time shall be limited to an amount which is equal to one half (1/2) of the amount of Project Costs which have been paid by Private Funds. In other words, the TGT Grant, plus the reimbursement of CID Eligible Expenses from Pay-Go CID Financing and the reimbursement of TIF Eligible Expenses from Pay-Go TIF Financing are to be paid, collectively, on a 50/50 basis between Private Funds and TGT Grant, the CID Proceeds and TIF Proceeds available to Developer, and there shall not at any time during the Term be more Project Costs paid with the TGT Grant, CID Proceeds and TIF Proceeds than the amount of Project Costs paid by Private Funds (the “50/50 Limitation”). However, the parties understand and agree that for purposes of this provision, the portion of Private Funds which are spent on legal fees, developer fees, contingency and construction period interest shall not be included in the calculation of Private Funds for purposes of calculating the 50/50 Limitation. By way of illustrative

example of the 50/50 Limitation, if at a given point in time, Developer has incurred Project Costs (including any CID Eligible Expenses and TIF Eligible Expenses) equal to \$200 (none of which has been reimbursed with TGT Grant moneys, CID Proceeds and/or TIF Proceeds), then Developer's maximum reimbursement for CID Eligible Expenses and/or TIF Eligible Expenses from Pay-Go CID Financing and/or Pay-Go TIF Financing is \$100. However, the parties further understand and agree that if at a given point in time, Developer has incurred \$225 of Project Costs, of which \$125 are CID Eligible Expenses and/or TIF Eligible Expenses and \$100 are not CID Eligible Expenses or TIF Eligible Expenses (and are not land acquisition, legal fees, and/or construction period interest), then: (i) at that particular time, no more than \$100 of CID Eligible Expenses and/or TIF Eligible Expenses may be reimbursed with TGT Grant funds, CID Proceeds and/or TIF Proceeds, but (ii) if Developer later incurs an additional \$25 of Project Costs which are paid with Private Funds, then the remaining \$25 of CID Eligible Expenses and/or TIF Eligible Expenses may be reimbursed with TGT Grant funds, CID Proceeds and/or TIF Proceeds. Payment of Project Costs from Private Funds shall be evidenced to the UG as set forth in Section 4.8 below.

4.6 Percentage Limitation. In addition to the CID Cap, TIF Cap and the 50/50 Limitation set forth above, the parties hereby agree that upon completion of the Improvements and submittal of the final Certificates of Expenditure by Developer pursuant to Section 4.8 below, the CID Cap and TIF Cap shall be reduced if and to the extent that the CID Eligible Expenses and TIF Eligible Expenses shall be more than 31% of the total Project Costs (including the Private Funds therefor). In other words, if and to the extent that the CID Eligible Expenses and TIF Eligible Expenses shall collectively be more than 31% of the total Project Costs, then Developer hereby agrees that the CID Cap and TIF Cap shall be proportionately reduced so that the CID Eligible Expenses and TIF Eligible Expenses shall not be more than 31% of the total Project Costs.

4.7 Conditions Precedent to Reimbursements. Developer hereby understands and agrees that even when CID Proceeds and TIF Proceeds have begun to be collected by the UG, the UG will hold and not disburse to Developer any reimbursements for CID Eligible Expenses from Pay-Go CID Financing and/or any reimbursements for TIF Eligible Expenses from Pay-Go TIF Financing, unless and until the conditions precedent set forth below have been fully satisfied as determined by UG in its sole reasonable discretion:

(a) The UG has approved Certificate(s) of Expenditures for such CID Eligible Expenses and/or TIF Eligible Expenses;

(b) Developer shall have achieved Substantial Completion of the Commercial Space, Multi-Family Space and Reardon Center; provided, however, that the parties hereby specifically agree that Substantial Completion shall not be required for the disbursement of the Developer's Pursuit Costs or the Predevelopment Costs from CID Proceeds, or the TGT Grant or the UG Contribution to Developer as described in Sections 4.2(b)(i), 4.2(b)(ii), 4.4 or 7.13(e); and

(c) 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.

4.8 Certificate(s) of Expenditures for Reimbursement from CID Proceeds, TIF Proceeds, TGT Grant and UG Contribution. The parties hereby agree as follows:

(a) Certificate of Expenditures. In order to receive payment or reimbursement for Project Costs from Pay-Go CID Financing, Pay-Go TIF Financing, TGT Grant and/or the UG Contribution (as defined in Section 7.13(d)(ii)), Developer shall submit a certificate of expenditures in the form attached hereto as **Exhibit I** (each, a "Certificate of Expenditures") attesting to the expenditure of Project Costs in accordance with the procedure set forth below. Developer may

submit a separate Certificate of Expenditures each month, but no more than one time per month, for each of the CID Fund, the TIF Fund, the TGT Fund and the UG Contribution. Additionally, Developer shall require that no transferee, purchaser, or lessee of any portion of the Project Site otherwise provide Certificate(s) of Expenditures 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 Expenditures 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 Expenditures setting forth the amount for which certification is sought and identification of the relevant Project Costs and the appropriate source of public financing proceeds (CID Fund, TIF Fund, TGT Fund and/or UG Contribution) for payment of such Project Costs. Developer shall certify to the UG that it shall only use the CID Proceeds, TIF Proceeds, TGT Grant and/or UG Contribution for the designated Project Costs described in the Certificate of Expenditures 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 CID Proceeds for CID Eligible Expenses, (ii) the TIF Proceeds for TIF Eligible Expenses, and (iii) the TGT Grant and the UG Contribution for Reardon Center Costs.

(ii) Each Certificate of Expenditures shall be accompanied by an accounting of the Private Funds paid to date, along with supporting documentation therefor.

(iii) Each Certificate of Expenditures shall be accompanied by such bills, contracts, invoices, lien waivers and other evidence as the UG shall reasonably require to document appropriate payment.

(iv) The Certificate of Expenditures shall be accompanied by a report regarding any LBE/MBE/WBE participation associated with the costs requested for payment or reimbursement in the Certificate of Expenditures.

(v) The UG reserves the right to, at reasonable times and upon reasonable notice, have its engineer or other agents, consultants or employees inspect all the items set forth in Section 4.8(b)(iii) above as reasonably necessary to determine that the expenses therein are valid, eligible and properly incurred and constitute CID Eligible Expenses, TIF Eligible Expenses, and/or Reardon Center Costs (as the case may be).

(vi) The UG shall have forty-five (45) calendar days after receipt of any Certificate of Expenditures to review and respond by written notice to the Developer. If the UG disapproves of the Certificate of Expenditures, the UG shall notify the Developer in writing of the reason for such disapproval within such forty-five (45) day period, in which event the Developer shall have the right to revise and re-submit the Certificate of Expenditures to address the UG's reason for disapproval, and the UG will review and approve the revised Certificate of Expenditures within thirty (30) calendar days after receipt of the re-submitted Certificate of Expenditures. Approval of any Certificate of Expenditures will not be unreasonably withheld, conditioned, or delayed.

(vii) Notwithstanding anything in this Agreement to the contrary, the UG agrees that for the payment of Developer's Pursuit Costs and Predevelopment Costs from the CID Proceeds (as described in Section 4.2(b)(i) and 4.2(b)(ii) above), the TGT Grant and the UG Contribution, the Developer may direct the UG either (A) to directly pay its

General Contractor for costs related to construction services that are directly or indirectly managed by its General Contractor or (B) to directly pay the Developer for professional services procured by the Developer and for which the Developer has paid or is obligated to pay, by providing written notice to the UG with each of the Certificate of Expenditures for the same. In such instance, the UG shall not require the Developer to produce lien waivers or other evidence of payment of Project Costs identified in the Certificate of Expenditure that are to be paid directly to the Developer's General Contractor or the Developer, as the case may be. Any portion of the CID Proceeds, and/or the TGT Grant and/or the UG Contribution which is paid directly to the General Contractor, pursuant to this provision shall be have paid for the benefit of Developer as though those funds had been received directly by Developer; in no event shall the UG be required to duplicate (by making an additional payment to the Developer) any disbursement of the of the CID Proceeds, the TGT Grant and/or the UG Contribution which is paid by the UG directly to the General Contractor.

(c) Third Party Oversight/Management. The parties hereby understand and agree that the process to approve Certificate(s) of Expenditures and properly disburse the CID Proceeds, TIF Proceeds, TGT Grant and UG Contribution is important to 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 and 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.

4.9 Reimbursement Priority. All payments or reimbursements of whatever kind from the UG to the 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 the Developer for any amounts due and owing to the UG; provided, however, 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 Funds, including, without limitation: (i) all amounts delinquently due or owing, including all taxes, fees, or fines and including any interest and penalty thereon, by the 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 (as defined in Annex 1)); (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 the Developer for actual amounts to which the Developer is entitled by the other provisions of this Agreement.

4.10 Line Items. The parties hereby agree that increases or decreases in line item amounts in the columns labeled "CID Eligible Expenses", "TIF Eligible Expenses" or "Reardon Center Costs" in the Total Project Budget as set forth on Exhibit H may be made by Developer as long as: (a) no such increase represents more than a fifteen percent (15%) change per line item, unless otherwise approved by the County Administrator or his or her designee, and (b) prior to requesting reimbursement for any such line item

change(s), Developer provides the County Administrator's office with a modified Total Project Budget reflecting such change(s).

4.11 IRBs. Developer has requested IRB financing in order to pay certain Project Costs pursuant to K.S.A. 12-1741 *et seq.* Subject to all Applicable Laws and Requirements and subject further to compliance by Developer with all of the UG's requirements for the issuance of IRBs, the parties hereby agree that Developer may use IRB financing to obtain an exemption on sales taxes for construction materials, equipment and furnishings for the Project. However, the parties hereby understand and agree that IRB financing shall not be used for abatement of ad valorem taxes for the Project or the Project Site. Developer agrees to pay all costs and expenses related to the issuance of the IRBs, including without limitation the UG's IRB issuance fees.

ARTICLE 5. CLOSING

5.1 Closing. The terms "Closing" and "Closing Date" as used in this Agreement shall be deemed to mean the date on which Developer shall close on the acquisition of the Multi-Family Site and the execution and delivery of the Reardon Center Ground Lease. After satisfaction of the Closing Conditions set forth in Section 3.1 above, Developer shall provide written notice to the UG setting forth the proposed Closing Date and use commercially reasonable efforts to do so at least thirty (30) days in advance thereof. Upon receipt of Developer's written notice, the UG shall initiate the procedures necessary to cause the transfer of the Multi-Family Site. Notwithstanding anything herein to the contrary, the Closing Date must occur on or before the Drop Dead Date, or either party shall have the right to terminate this Agreement.

ARTICLE 6. CONSTRUCTION OF IMPROVEMENTS

6.1 Architect. Developer shall select such architects, engineers and other design professionals and consultants as are necessary to provide construction documents and construction oversight services for the Improvements. All agreements respecting architectural and engineering services shall be between Developer and such Persons, and a copy of each such agreement shall be timely provided to the UG upon a request for the same.

6.2 Design and Plans and Specifications. Developer shall, as soon as practicable, provide the UG with plans and specifications for the Improvements (the "Plans and Specifications"), which Plans and Specifications shall include cost estimates for the Improvements, the design of which is compatible with the Development Plan, the Project 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 defined in Annex 1) in accordance with Applicable Laws and Requirements. Without the prior written approval of the appropriate Government Authorities, there shall be no Material Changes (as defined in Annex 1) to the Plans and Specifications subsequent to the initial approval.

6.3 General Contractor and Construction Documents. Developer shall select one or more general contractors (the "General Contractor") for the Improvements. Developer represents that its construction documents relative to the Improvements (the "Construction Documents") will require and provide for (a) the design, development, construction, equipping and completion of the Improvements (or applicable portion thereof) in accordance with this Agreement, the Development Plan, the Project Plan, the Plans and Specifications and all Applicable Laws and Requirements; (b) a guaranteed maximum price, or other commercially reasonable payment structure acceptable to Developer; and (c) guaranteed Substantial Completion not later than the Completion Date. Developer shall, as soon as practicable, provide the UG with a copy of the Construction Documents.

6.4 Changes or Amendments. Developer shall promptly deliver to the UG copies of all change orders or other changes or amendments to the Construction Documents that constitute a Material Change. Developer agrees with the UG that it will: (a) perform its duties and obligations under the Construction Documents in all material respects and (b) exert commercially reasonable efforts to enforce the obligations of all other parties thereunder.

6.5 Terms and Requirements for Improvements. The contracts for all Improvements in the Project shall comply with all Applicable Laws and Requirements. Any Material Changes to the Improvements require the prior approval of the UG in accordance with Applicable Laws and Requirements. The UG, or its designee, shall have the right to inspect, observe, and oversee the construction of the Improvements in order to ascertain and determine the requirements of this Agreement have been met. Developer shall obtain the UG's approval of all change orders relating to the Improvements that result in a Material Change.

6.6 Responsibility for Design and Construction. Developer shall, subject to the terms of this Agreement, the Development Plan and the Project Plan, have the sole right, and the responsibility, to design, manage, construct and operate the Project. Developer shall receive no separate fee from the UG for acting as construction manager or developer of the Project.

6.7 Payment and Performance Bonds. If required by Applicable Laws and Requirements for the Improvements, 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 project cost, as set forth in the Construction Documents. The bonds shall be in form and substance and issued by a corporate surety reasonably satisfactory to Developer, Developer's lender, and the UG.

6.8 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, shall procure and pay for any and all permits, licenses or other forms of authorizations that are, from time to time, required by Applicable Laws and Requirements; and (b) nothing herein shall be construed as any release by the UG of the responsibility of Developer to comply with, and satisfy the requirements of, all Applicable Laws and Requirements.

6.9 Periodic Meetings with Developer. From the Effective Date until Substantial Completion of the Project, Developer hereby agrees to meet with the UG at such intervals as Developer, the UG and any such designee of the UG shall mutually agree or reasonably request, and not more frequently than monthly, to review and discuss the design, development and construction of the Improvements and the Project as well as monthly reports on leasing prospects for the Commercial Space.

6.10 Commencement Date and Completion Date. Developer hereby agrees that, subject only to Force Majeure, Developer shall "commence construction" on (a) the Commercial Space, Multi-Family Space and Reardon Center on or before that date which is sixty (60) calendar days after the Closing Date (the "Commencement Date"). Developer further agrees that, subject only to Force Majeure, Developer shall achieve Substantial Completion on or before eighteen (18) months after the Commencement Date (the "Completion Date").

ARTICLE 7. USE AND OPERATION

7.1 Term. The Term of this Agreement shall commence on the Effective Date and shall expire on that date which is the later of: (a) the last day of the CID Collection Period, (b) the last day of the TIF Collection Period, or (c) twenty (20) years from the Effective Date of this Agreement (the "Term").

7.2 Use and Operation. Developer covenants that at all times during the Term, it will, at its expense:

(a) Use the Project only as follows: (i) use of the Commercial Space as first-class commercial space consisting of national chain retail restaurants and stores and/or high-quality, locally-owned restaurants, entertainment and shopping; (ii) use of the Multi-Family Space as described in Section 2.2(b) above; and (iii) use of the Reardon Center as an education and conference center as described in Section 2.2(c) above.

(b) Conduct its business at all times in a dignified quality manner and in conformity with first-class industry standards and in such manner as to help establish and maintain a high reputation for the Project.

(c) Additionally, Developer hereby understands and agrees that the nature of the retail uses within the CID and TIF District were critical to the UG's creation of same. Accordingly, the parties hereby agree that the following uses shall be prohibited within the CID and TIF District, except as otherwise provided herein or with the prior written approval of the UG:

(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, as determined by the UG and Developer in their reasonable discretion.

(ii) A car wash facility.

(iii) A facility primarily used as a storage warehouse operation, mini-warehouse, or freight terminal.

(iv) A facility for the assembling, manufacturing, refining, or smelting, drilling, mining, exploring or the producing of oil, gases or other minerals.

(v) Any use which involves the long-term raising, breeding, and keeping of any animals or poultry, except for pets permitted in accordance with Developer's leasing policy for the Multi-Family Space.

(vi) Salvage or reclamation yards and the storage of inoperative vehicles.

(vii) 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.

(viii) Any retail "dollar store" or similar concept store exclusively selling a variety of goods at specific price points which is a few dollars or less.

(ix) Any mobile home park, camp ground, trailer court, or labor camp; provided, however, that the foregoing restriction shall not be applicable to: (1) the temporary use of construction trailers during periods of construction, reconstruction or maintenance; or (2) trailers, delivery trucks or recreational vehicles of invitees, guests, and participants of the Project.

(x) Any dumping, disposing, incineration or reduction of garbage; provided, however, that this prohibition shall not be applicable to garbage compactors located near

the rear of any building within the CID and/or TIF District, or elsewhere within the CID and/or TIF District subject to the approved final Development Plan, the Project Plan, and in compliance with all Applicable Laws and Requirements.

(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 within the CID and/or TIF District to determine its own selling prices nor shall it preclude second-hand sales or 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 complies with Environmental Regulations (as defined in Annex 1) and other Applicable Laws and Requirements.

(xiii) Any automobile, truck or equipment dealerships of any kind, including without limitation, facilities with permanent sales, leasing or displays of any automobile, truck, trailer or recreational vehicle, except for in conjunction with promotions, displays, and other marketing activities (subject to Applicable Laws and Requirements).

(xiv) Any body shop repair operation, engine repair or vehicle repair facility for all vehicles, including motorcycles, unless ancillary to new vehicle sales (if such new vehicle sales are entirely interior or are approved by the UG under subparagraph (xii) above).

(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 within the CID and/or TIF District of either a nationally or regionally recognized high-quality book store, or a drug store or pharmacy, or a department within a retail 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 seventy percent (70%) or more of its gross receipts from the sale of alcoholic beverages.

(xviii) Any store selling tobacco products, CBD products, electronic or vapor smoking devices or paraphernalia; provided that this restriction is not intended to prohibit a grocery store, drug store, high-quality and reputable gas station or convenience store, or other businesses where such products are sold but are not relevant to the business's primary source of revenue.

(xix) Any hookah bars or other establishment with a primary focus on smoking.

(xx) Pay-day or title loan facilities.

(xxi) Any seasonal tax preparation facilities; provided, however, for purposes of clarity, nothing herein is intended to prohibit independent certified public accountants with office space in the Project.

(xxii) Any store or business that uses “street marketing” of any kind, including without limitation, inflatable signs or characters, people dressed in costume, holding signs or wearing sandwich-boards or otherwise advertising directly to pedestrians or vehicular traffic.

(xxiii) Any precious metals facilities, except for and excluding high quality jewelry stores that purchase precious metals as an ancillary part of their business operations.

(xxiv) A flea market.

(xxv) Any use not permitted by the applicable zoning ordinance of the UG.

The foregoing list of prohibited uses is not intended to supplant the requirements and/or prohibition of uses stated within the UG’s Code of Ordinances. The UG’s Commission may grant variances to the restrictions set forth in this Section 7.2(c) from time to time in its sole and absolute discretion. At Closing, or within thirty (30) days thereafter, Developer and the UG shall execute a document which shall memorialize the restrictions set forth in this Section 7.2(c) and record the same against the real property within the CID and/or TIF District, which restrictions shall be effective and run with the land for the Term of this Agreement. The UG shall consent to additional reasonable development, use and maintenance covenants for the Project Site to ensure the ongoing, high-quality use of the Project.

7.3 Development Plan. During the Term, Developer agrees that it shall perform and comply with each and all of the terms and provisions of the Development Plan, in all material respects, and not suffer or permit any default or breach of any such terms or provisions of the Development Plan.

7.4 Maintenance and Use. During the Term, Developer shall cause the Project, and all parts thereof, the Project Site and all other of its property used or useful in the conduct of its business and operations on the Project Site, to be maintained, preserved and kept in good repair and working order and in a safe condition, consistent at all times with other similarly situated first-class mixed-use convention center, commercial, retail, and/or residential space (as the case may be) in the greater metropolitan Kansas City area, and will make all repairs, renewals, replacements and improvements necessary for the safe, efficient, and advantageous conduct of its business and operations on the Project Site. Developer may make additions, alterations and changes to the Project so long as such additions, alterations and changes are made in compliance with all Applicable Laws and Requirements, the Development Plan, and the Project Plan, and as long as the same do not materially adversely affect Developer’s ability to perform its obligations under this Agreement. Developer agrees to set aside on its books such 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 materially comply with all Applicable Laws and Requirements, and to observe and conform to all valid orders, regulations or requirements (including, but not limited to, those relating to safety and health) of any Government Authorities applicable to the conduct of its business and operations and the ownership of the Project; provided, however, that nothing contained in this Agreement shall require Developer to comply with, observe and conform to any such law, order, regulation or requirement of any Government Authorities so long as the validity thereof shall be contested by Developer in good faith by appropriate proceedings, and provided that Developer shall have set aside on its books adequate reserves

in accordance with GAAP or secured adequate bonding with respect to such contest and such contest shall not materially impair the ability of Developer to meet its obligations under this Agreement. Developer agrees to promptly pay any and all fees and expenses associated with any safety, health or other inspections required under this Agreement or imposed by Applicable Laws and Requirements, unless contested in good faith with the assurances provided in the preceding sentence.

7.6 Payment of Taxes and Other Charges. During the Term, Developer and each successor owner within the Project shall pay or cause to be paid as they become due and payable all taxes, assessments and other governmental charges lawfully levied or assessed or imposed upon parcels owned by the Developer or upon any income therefrom, including, but not limited to, any taxes, assessments, or other governmental charges levied, assessed or imposed on the Project, the Project Site, and/or the Improvements. Ad valorem property taxes shall be due in arrears, with half due on December 20th and half due on May 10th of each year in which such amount is required to be paid, and will be considered delinquent if not paid by such dates of each such year or as otherwise determined by Applicable Laws and Requirements. The obligation to make ad valorem property tax payments shall be a covenant running with the land and shall create a lien in favor of the UG on each such tax parcel as constituted from time to time and shall be enforceable against Developer or each relevant successor parcel owner. Additionally, Developer hereby understands and agrees that if Developer shall fail to timely pay its ad valorem property taxes for a parcel, then Developer's access to the IRB financing and disbursements from the CID Fund, TIF Fund, TGT Fund and UG Contribution for the Project shall be suspended until such taxes are paid in full. Nothing herein is intended to restrict Developer's right to file property tax appeals as long as such taxes are paid under protest when the subject property taxes are due and owing during the pendency of an appeal.

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 (as defined in Annex 1), Developer shall not create or incur or permit to be created or incurred or to exist any mortgage, lien, security interest, charge or encumbrance upon the Project, or any part thereof, and shall promptly cause to be discharged, challenged or terminated all mortgages, liens, security interests, charges and encumbrances that are not Permitted Encumbrances or a Permitted Mortgage. Notwithstanding the foregoing, any Permitted Mortgage shall be subject to the terms and conditions of this Agreement, including without limitation, Section 7.2 of this Agreement.

7.9 Licenses and Permits. During the Term, Developer shall procure and maintain all licenses and permits, and allow all inspections and/or investigations required by Applicable Laws and Requirements or otherwise necessary in the operation of its business and affairs in, on or about the Project.

7.10 Insurance. During the Term, Developer shall maintain or cause to be maintained insurance with respect to the portions of the Project which it owns and operates 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 Developer, are adequate to protect Developer, the UG and the Project, but in no event in an amount less than that required by the Insurance Specifications attached hereto as **Exhibit J**, and made a part hereof, or as otherwise required by the terms of the Transaction Documents. Each policy or other contract for such insurance shall: (i) name the UG as an additional insured (with respect to liability insurance and only in an amount equal to Five Hundred Thousand Dollars (\$500,000)), and (ii) contain an

agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least thirty (30) days after written notice of cancellation to Developer and each other insured, additional insured, loss payee and mortgage payee named therein. The rights of the UG to any insurance proceeds shall be subject and subordinate to the rights of any Permitted Mortgagee (as defined in Annex 1).

7.11 Damage, Destruction or Condemnation. The parties hereby agree as follows:

(a) In the event of damage to or destruction of any portion of the Improvements resulting from fire or other Casualty (as defined in Annex 1) during the Term, or in the event any portion of the Improvements is condemned or taken for any public or quasi-public use or title thereto is found to be deficient during the Term, the net proceeds of any insurance relating to such damage or destruction, the net proceeds of such condemnation or taking, or the net proceeds of any realization on title insurance shall be paid into, and used in accordance with, a construction escrow agreement satisfactory to the UG and Developer ("Casualty Escrow").

(b) If, at any time during the Term, the Improvements or any part thereof shall be damaged or destroyed by a Casualty (the "Damaged Facilities"), Developer shall 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 such costs.

(c) If at any time during the Term, title to the whole or substantially all of the Improvements shall be taken in condemnation proceedings or by right of eminent domain, Developer, at its sole discretion, may terminate this Agreement as of the date of such taking. For purposes of this Section 7.11(c), "substantially all of the Improvements" shall be deemed to have been taken if the UG and Developer, each acting reasonably and in good faith, determine that the untaken portion of the Project, including the Parking Improvements, cannot be practically and economically used by Developer for the purposes and at the times contemplated by this Agreement.

(d) In the event of a Casualty that occurs on or after the date that is ten (10) years after the date of Substantial Completion of the Project, and if (i) the Damaged Facilities consist of the Commercial Space, and/or Multi-Family Space only (not including the Reardon Center), and (ii) insurance proceeds are not available or sufficient to rebuild such Damaged Facilities, then Developer may terminate this Agreement by notice to the UG, in which case (x) Developer's access to the Pay-Go TIF Financing, Pay-Go CID Financing, and any IRB financing shall be immediately terminated, and (y) Developer shall demolish such Damaged Facilities, and return the portions of the Project Site upon which the Damaged Facilities are demolished, with all rubble and debris removed and such property shall thereafter be landscaped, seeded and maintained as green space until the same is redeveloped. The parties hereby specifically agree that nothing herein shall be deemed to allow Developer to terminate and fail to repair, restore and replace the Reardon Center or any Private Infrastructure (to the extent the same is owned or maintained by Developer), Parking Improvements or other Improvements related thereto during the Term.

7.12 Indemnity. Developer shall pay and indemnify and save the UG and its governing body members, directors, officers, employees and agents harmless from and against all loss, liability, damage or expense arising out of: (a) the acquisition of the Project Site; (b) the design, construction and completion of the Project by Developer; (c) the use or occupation of the Project by Developer or anyone acting by, through or under it; (d) damage or injury, actual or claimed, of whatsoever kind or character occurring after Closing, to persons or property occurring or allegedly occurring in, on or about the Project; (e) any breach, default or failure to perform by Developer under this Agreement following any notice and cure period provided herein; (f) any act by an employee of the UG at the Project Site which are within or under the

control of Developer or pursued for the exclusive benefit of or on behalf of Developer; and (g) any claims or challenges related to the legality of the approval of, or terms contained in the planning, zoning, platting or other governmental approvals necessary for this Project, this Agreement, the Development Plan, the Project Plan, the CID, the TIF District, the formation of the CID and imposition of the CID Sales Tax and the terms thereof, the formation of the TIF District and collection of the Incremental Sales Tax and Incremental Real Property Taxes and the terms thereof, and of the public financing structure contemplated by this Agreement. Developer shall also pay and indemnify and save the UG and its governing body members, directors, officers, employees and agents harmless of, from and against, all costs, reasonable counsel fees, expenses and liabilities incurred by them or by Developer in any action or proceeding brought by reason of any such claim, demand, expense, penalty or fine. If any action or proceeding is brought against the UG or its governing board members, directors, officers, employees or agents by reason of any such claim or demand, Developer, upon notice from the UG, covenants to resist and defend such action or proceeding on demand of the UG or its governing body members, directors, officers, employees or agents. Notwithstanding the foregoing, no party benefited by this indemnity shall be indemnified against liability for damage arising out of bodily injury to persons or damage to property caused by such party's own respective willful and malicious acts or omissions or gross negligence. The foregoing covenants contained in this Section 7.12 shall be deemed continuing covenants, representations and warranties for the benefit of the UG and any successors and assigns of the UG, and shall survive the termination, satisfaction or release of this Agreement.

7.13 Prohibition on Sales, Etc. Except for Permitted Encumbrances and a Permitted Mortgage, which are hereby permitted without any further approval of the UG, and except as otherwise provided herein, during the Term, Developer will not, without the prior written consent of the UG: (a) assign, sell, lease, mortgage or otherwise transfer the Project Site, the Improvements or equipment that comprise the Project or any part thereof or any interest therein; (b) merge with or into another corporation or sell or transfer to another corporation substantially all of its assets; or (c) assign this Agreement. Any such assignment, sale, lease, mortgage, merger or other transfer which is consented to by the UG shall be an "Approved Assignment" and the assignee, purchaser, lessee, mortgagee or transferee shall be an "Assignee". The UG shall have the right to grant or withhold its consent to any of the aforesaid in its reasonable discretion after inquiry and delivery of information to the UG as to whether the proposed Assignee has sufficient financial wherewithal and experience to successfully complete the Project according to the terms hereof. If there is an Approved Assignment, the Assignee shall assume and agree to pay and perform each and all of the terms and provisions hereof. Notwithstanding the foregoing, the parties hereby agree as follows:

(a) Developer may, subject always to the terms of this Agreement, in the ordinary course of its business, but without the prior written approval of the UG, make leases of the residential units within the Multi-Family Space;

(b) Developer may, subject always to the terms of this Agreement, in the ordinary course of its business, but without any further approval of the UG, make leases of portions of the Commercial Space to reputable retail tenants (the foregoing shall not include long-term ground leases, which shall require UG approval);

(c) Without any further approval of the UG, Developer may transfer all or a portion of the Multi-Family Site, and/or all or any portion of Developer's rights and/or obligations under this Agreement, to a transferee entity provided that the Controlling Person or Entity of such transferee entity is also the Controlling Person or Entity of the Developer, and provided that such transferee entity: (i) assumes or guarantees all of Developer's obligations under this Agreement with respect to all portions of the Project or this Agreement so transferred to such transferee entity, and (ii) remains liable jointly and severally with Developer therefor (an "Affiliate Transfer").

Developer shall deliver to the UG notice of any Affiliate Transfer within fifteen (15) days following such transfer. For purposes hereof, the term “Controlling Person or Entity” with respect to any entity means a Person or entity who, under Applicable Laws and Requirements, possesses all authority and power necessary to lawfully act on behalf of and bind such entity, over the objection of all other holders of any other interest in such entity, to fulfill the obligations of Developer under this Agreement;

(d) The parties acknowledge and agree that it is Developer’s intent to enter into the Reardon Center Management Agreement to provide for the operation of the Reardon Center by Manager for an initial term of three (3) years. The parties further agree as follows:

(i) The Reardon Center Management Agreement shall provide for the UG’s use of the Reardon Center for UG events as set forth in Section 2.3(c)(i). The obligations set forth in the Reardon Center Management Agreement may not be assigned or transferred without the prior written approval of the UG, and upon such UG approval, the obligations pertaining to the UG’s use of the Reardon Center shall apply to any such transferee or assignee. The UG shall have the right to review and approve (in writing) the Reardon Center Management Agreement.

(ii) The UG will provide a one-time contribution of One Million Dollars (\$1,000,000) from the Reardon Center Maintenance Fund to pay for the Reardon Center Costs (the “UG Contribution”). In exchange for the UG Contribution, Developer agrees to provide the UG with use of and access to the Reardon Center as generally described in Section 2.3(c)(i). If the UG’s use of the Reardon Center is interrupted or denied, the UG may refuse to approve any further Certificate(s) of Expenditures or make any further reimbursements of CID Eligible Expenses, TIF Eligible Expenses and/or Reardon Center Costs until the UG’s use of the Reardon Center is restored. The UG Contribution will be reimbursed to Developer as set forth in Section 4.8 of this Agreement, provided that the UG shall not disburse to Developer any reimbursements for the UG Contribution unless and until the conditions precedent set forth below have been satisfied as determined by the UG in its sole discretion:

a. the UG has approved Certificate(s) of Expenditure for the Reardon Center Costs which are to be reimbursed with the UG Contribution; and

b. Developer shall be in full compliance with the terms and conditions of this Agreement and Developer 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.

(e) In the event that Developer desires to replace the Manager, any such change shall be approved in writing by the UG’s County Administrator, which approval shall not be unreasonably withheld, conditioned or delayed. Further, the parties acknowledge and agree that Developer may enter into management agreements for other components of the Project, including without limitation the Multi-Family Space and the Commercial Space, with experienced management companies selected by Developer and approved in writing by the UG’s County Administrator (including any changes to or replacements of such managers), which approval shall not be unreasonably withheld, conditioned or delayed.

7.14 Utilities. During the Term, all utility and utility services used by Developer in, on or about the Project shall be paid (or caused to be paid) for by Developer, and Developer shall, at no cost to the UG, 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 construction and 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 Project Site, Developer shall assume responsibility for the costs of any remediation of any environmental conditions upon such portion of the Project Site. Further, Developer shall not store, locate, generate, produce, process, treat, transport, incorporate, discharge, emit, release, deposit or dispose of any Hazardous Substance (as defined in Annex 1) in, upon, under, over or from the Project in violation of any Environmental Regulation; shall not permit any Hazardous Substance to be stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited, disposed of or to escape therein, thereupon, thereunder, thereover or therefrom in violation of any Environmental Regulations; shall cause all Hazardous Substances to be properly removed therefrom and properly disposed of in accordance with all applicable Environmental Regulations; shall not install or permit to be installed any underground storage tank therein or thereunder in violation of any Environmental Regulation; and shall comply with all other Environmental Regulations which are applicable to the Project. Developer shall indemnify the UG against, shall hold the UG harmless from, and shall reimburse the UG for, any and all claims, demands, judgments, penalties, fines, liabilities, costs, damages and expenses, including court costs and attorneys' fees incurred by the UG (prior to trial, at trial and on appeal) in any action against or involving the UG, resulting from any breach of the foregoing covenants or from the discovery of any Hazardous Substance, in, upon, under or over, or emanating from, the Project, whether or not Developer is responsible therefor, it being the intent of Developer and the UG that the UG shall have no liability or responsibility for damage or injury to human health, the environment or natural resources caused by, for abatement and/or clean-up of, or otherwise with respect to, Hazardous Substances, which arises subsequent to Closing. The foregoing covenants contained in this Section 7.16 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. Any amounts covered by the foregoing indemnification shall bear interest from the date incurred at the Prime Rate (as defined in Annex 1) plus two percent (2%), 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.

ARTICLE 8. SPECIAL PROVISIONS

8.1 Special Agreements of Developer.

(a) Developer recognizes, stipulates and agrees that it will actively market and advertise (or cause to be actively marketed and advertised) the Project in the Kansas City Metropolitan area and regionally.

(b) During the Term, Developer agrees to actively participate in the civic, charitable, educational, philanthropic and economic development of the Kansas City, Kansas/Wyandotte

County community in activities of its choice. 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 commercial tenants and transferees, including Manager, to join and become dues-paying members of the Wyandotte Economic Development Council.

(c) Developer shall not change the name of the Reardon Center without the prior written consent of the UG. In addition, the UG shall have the right to review and approve any sponsor of the Reardon Center with naming rights prior to the execution of any such naming rights agreement with such sponsor; provided, however, such approval shall not be unreasonably withheld, delayed or conditioned.

8.2 LBE/MBE/WBE Employment Opportunity Goals. Developer agrees to use its Best Efforts to comply with the goals set forth in **Exhibit K** (as the term “Best Efforts” is defined therein), attached hereto and made a part hereof, in order to identify and provide employment opportunities for local businesses and contractors, women and local minority owned businesses.

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 to the UG required by the terms of this Agreement or any of the Transaction Documents, and Developer fails to cure or remedy the same within twenty (20) days after the UG has given Developer written notice specifying such default; or

(b) Developer fails to keep or perform any covenant or obligation herein contained on Developer's part to be kept or performed, and Developer fails to remedy the same within sixty (60) days after the UG has given Developer written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by Developer within such period and diligently pursued until the default is corrected; or

(c) Developer or any Affiliate shall file a voluntary petition under any bankruptcy law or an involuntary petition under any bankruptcy law is filed against any such party in a court having jurisdiction and said petition is not dismissed within sixty (60) days; or Developer or any Affiliate generally is not paying its debts as such debts become due; or Developer or any Affiliate 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 Affiliate and such appointment is not dismissed within sixty (60) days; or any execution or attachment shall issue against Developer whereupon the Project, or any part thereof, or any interest therein of Developer under this Agreement shall be taken and the same is not released prior to judicial sale thereunder (each of the events described in this subparagraph being deemed a default under the provisions of this Agreement);

(d) Developer breaches the representations and warranties set forth in this Agreement and fails to cure or correct same within fifteen (15) days following Developer's receipt of written notice from the UG specifying such breach;

(e) Developer breaches any of the terms of the Reardon Center Ground Lease and fails to cure or correct the same within thirty (30) days following Developer's receipt of written notice from the UG specifying such breach.

In the event of such default, the UG may take such actions, or pursue such remedies, as exist hereunder, or at law or in equity, and Developer covenants to pay and to indemnify the UG against all reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of the UG in connection with the enforcement of such actions or remedies, provided that the UG is the prevailing party in such actions.

9.2 Rights and Remedies. Upon the occurrence and continuance of a Developer default, subject to any applicable notice and cure periods as described in Section 9.1 above, the UG shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

(a) Whenever any default by Developer shall have occurred and be continuing, subject to applicable cure periods as set forth above, the UG may: (i) refuse to approve any further Certificate of Expenditures or make any further reimbursements of CID Eligible Expenses, TIF Eligible Expenses and/or Reardon Center Costs unless and until such default is cured by Developer; (ii) refuse to approve any further IRB financing; (iii) terminate Developer's access to the Pay-Go CID Financing; (iv) terminate Developer's access to the Pay-Go TIF Financing; (v) terminate Developer's access to the TGT Grant; (vi) withhold the UG Contribution unless and until such default is cured by Developer; (vii) terminate this Agreement, and/or (viii) use any remedies provided to the UG under the Transaction Documents. The rights and remedies reserved by the UG hereunder and those provided by law shall be construed as cumulative and continuing rights, no one of which shall be exhausted by the exercise of any one or more of such rights or remedies on any one or more occasions.

(b) The UG may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the specific performance of the duties and obligations of the Developer as set forth in this Agreement, to enforce or preserve any other rights or interests of the UG under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the UG resulting from such Developer default.

(c) In the event of such default by Developer, the UG may take such actions, or pursue such remedies, as exist hereunder or at law or in equity and Developer covenants to pay and to indemnify the UG against all reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of the UG in connection with the enforcement of such actions or remedies.

(d) The rights and remedies reserved by the UG hereunder and those provided by law shall be construed as cumulative and continuing rights, no one of which shall be exhausted by the exercise of any one or more of such rights or remedies on any one or more occasions. If a default by Developer occurs under this Agreement and is continuing, the UG may take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance by Developer of any provision of this Agreement. The UG shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. Failure by the UG to enforce any such rights shall not be deemed a waiver thereof.

(e) Notwithstanding the foregoing or anything in this Agreement to the contrary, the parties hereby expressly acknowledge and agree that, under no circumstances, will Developer ever be liable for any remote or consequential damages including without limitation lost tax revenues, arising out of or in any way related to this Agreement.

9.3 Default by the UG. The UG shall be in default under this Agreement if the UG fails to keep or perform any covenant or obligation herein contained on the UG's part to be kept or performed, and the UG fails to remedy the same within thirty (30) days after Developer has given the UG written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by the UG within such period and diligently pursued until the default is corrected. If a default by the UG occurs under this Agreement and is continuing, Developer may take whatever action at law or in equity as may appear necessary or desirable, in Developer's discretion, to enforce performance and observance by the UG of any provision of this Agreement; provided, however, that 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.

In the event of such default, Developer may take such actions, or pursue such remedies, as exist hereunder or at law or in equity; and if Developer is the prevailing party in an action to enforce its remedies hereunder, Developer shall be entitled, subject to Applicable Laws and Requirements, to reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of Developer in connection with the enforcement of such actions or remedies.

ARTICLE 10. MISCELLANEOUS

10.1 Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

10.2 Force Majeure. In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, strikes, lockouts, unavailability of sufficient trade laborers, materials, or financing due to global pandemic, such as COVID-19, failure of power or other insufficient utility service, riots, insurrection, environmental remediation required by the appropriate Government Authorities, discovery of cultural, archeological or paleontological resources or endangered species, any lawsuit seeking to restrain, enjoin, challenge or delay construction, failure of the UG to timely approve the Plans and Specifications, the Construction Documents, war, terrorism or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement ("Force Majeure"), then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 10.2 shall not be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations under this Agreement because of a lack of funds.

10.3 Covenants of Parties.

(a) Representations and Warranties of Developer. Developer represents and warrants to the UG as follows:

(i) Organization. Developer is a Kansas limited liability company duly formed and validly existing under the laws of the State. Developer is duly authorized to conduct business in each other jurisdiction in which the nature of its properties or its activities requires such authorization. Developer shall: (1) preserve and keep in full force and effect its corporate or other separate legal existence and (2) remain qualified to do business and conduct its affairs in the State and each jurisdiction where ownership of its property or the conduct of its business or affairs requires such qualification.

(ii) Authority. The execution, delivery and performance by Developer of this Agreement are within Developer's powers and have been duly authorized by all necessary action of Developer.

(iii) No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will contravene the organizational documents of Developer or any provision of law, statute, rule or regulation to which Developer is subject, or to any judgment, decree, license, order or permit applicable to Developer, or will conflict or be inconsistent with, or will result in any breach of any of the terms of the covenants, conditions or provisions of any indenture, mortgage, deed of trust, agreement or other instrument to which Developer is a party, by which Developer is bound, or to which Developer is subject.

(iv) No Consents. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the due execution and delivery by Developer of this Agreement. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the performance by Developer of this Agreement or the consummation of the transactions contemplated hereby except for zoning, building and other customary permits to be obtained from the UG or other Government Authorities.

(v) Valid and Binding Obligation. This Agreement is the legal, valid and binding obligation of Developer, enforceable against Developer in accordance with the terms hereof.

(b) Representations and Warranties of the UG.

(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(b)-(e), 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. Hand signatures transmitted by electronic mail in portable document format (PDF) or similar format shall also be permitted as binding signatures to this Agreement.

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 by nationally recognized overnight delivery service); or (iii) delivered in person, in each case if addressed to the parties set forth below:

The Unified Government Clerk
The Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street, Suite 323
Kansas City, Kansas 66101
Telephone: (913) 573-5260
Email: bcobbins@wycokck.org

with a copy to:

Patrick Waters, Esq.
The Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street, Suite 961
Kansas City, Kansas 66101
Telephone: (913) 573-5060
Email: pwaters@wycokck.org

And a copy to:

David Johnston
County Administrator
Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street, 9th Floor
Kansas City, Kansas 66101
Telephone: (913) 573-5030
Email: djohnston@wycokck.org

And a copy to:

Todd A. LaSala and Anna M. Krstulic
Stinson LLP
1201 Walnut Street, Suite 2900
Kansas City, Missouri 64106
Telephone: (816) 842-8600
Email: todd.lasala@stinson.com, anna.krstulic@stinson.com

and to Developer at:

Lanier United, LLC
11817 Brookwood Street
Leawood, Kansas 66211
Attn: Willie Lanier, Jr.
Telephone: (816) 665-4712
e-mail: wlanier@lanierunited.com

with a copy to:

Wesley O. Fields
Bryan Cave Leighton Paisner LLP
1200 Main Street, Suite 3800
Kansas City, Missouri 64105
Telephone: (816) 374-3200
Email: wofields@bclplaw.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: (i) 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 (ii) arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by Developer or on its behalf, or by the UG or on its behalf, with any other broker, agent or finder in connection with this Agreement or the transactions contemplated hereby. Notwithstanding anything to the contrary contained herein, this Section 10.12 shall survive the 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. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors and assigns and shall run with the land. However, Developer shall remain liable in the event of a violation of any of the terms or restrictions set forth in Sections 7.8 and 7.13 hereof. At Closing, the parties shall record a memorandum describing this Agreement in the land records of Wyandotte County, Kansas.

10.15 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.

UG:

**THE UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS**

By: _____
Tyrone A. Garner, Mayor

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

This instrument was acknowledged before me on _____, 2023, by Tyrone A. Garner as Mayor of the Unified Government of Wyandotte County/Kansas City, Kansas.

Printed Name: _____
Notary Public in and for said State
Commissioned in _____ County

My commission expires

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

DEVELOPER:

LANIER UNITED, LLC, a Kansas limited liability company

By: _____
Willie Lanier, Jr., Manager

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2023 by Willie Lanier, Jr., as Manager of Lanier United, LLC, a Kansas limited liability company.

Printed Name: _____
Notary Public in and for said State
Commissioned in _____ County

My commission expires

ANNEX 1
DEFINITIONS

“Affiliate” means any person, entity or group of persons or entities which controls Developer, which Developer controls or which is under common control with Developer. As used herein, the term “control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise. However, the parties understand and agree that the term “Affiliate” shall not include passive investors or capital partners without day to day operational control of the Project.

“Affiliate Transfer” means a transfer by Developer of all or a portion of the Project Site, and/or all or any portion of Developer’s rights and/or obligations under this Agreement, to a transferee entity whose Controlling Person or Entity is also the Controlling Person or Entity of the Developer, as described in Section 7.13(c).

“Agreement” means this Downtown Campus Development Agreement by and between the UG and Developer.

“Applicable Laws and Requirements” shall mean any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by government authorities, and all requirements of any insurers. Applicable Laws and Requirements shall include, without limitation, the Development Plan, the Project Plan, the Kansas Cash Basis Law (K.S.A. § 10-1100 *et seq.*) and Budget Law (K.S.A. § 75-2935 *et seq.*).

“Approved Assignment” means any assignment, sale, lease, mortgage, merger or other transfer which is consented to by the UG, 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.

“Base Year Assessed Valuation” means the assessed valuation of all real properties within the boundaries of the TIF District on the date of publication of the TIF Ordinance, as described in Section 4.3(a)(ii).

“Base Year Revenues” means the aggregate amount of sales and use taxes imposed pursuant to K.S.A. 12-187 *et seq.*, limited to 1% of the current City of Kansas City sales tax rate of 1.625% (excluding the 0.25% UG EMS sales tax and the 0.375% UG public safety and neighborhood infrastructure tax) and the UG’s share of the current Wyandotte County 1% sales tax, which is currently 93.84%, for the twelve (12) month period preceding the date of publication of the TIF Ordinance, as described in Section 4.3(a)(i).

“BPU” means the Kansas City Board of Public Utilities.

“Casualty” means any fire, storm, earthquake, tornado, flood or natural disaster or other sudden, unexpected or unusual cause of damage or destruction.

“Casualty Escrow” means the net proceeds of any insurance relating to damage or destruction of any portion of the Improvements, the net proceeds of condemnation or taking of any portion of the Improvements, or the net proceeds of any realization on title insurance paid into, and used in accordance with, a construction escrow agreement satisfactory to the UG and Developer, as described in Section 7.11(a).

“Certificate of Expenditures” means those certain certificates submitted by Developer in accordance with Section 4.8 and on the form set forth in **Exhibit I**.

“CID” means the community improvement district encompassing the Reardon Center Site and other property outside of the Reardon Center Site, as described in Recital D, and legally described and generally depicted in the CID Ordinance attached hereto as **Exhibit B**.

“CID Act” means K.S.A. § 12-6a26 *et seq.*, as amended.

“CID Administrative Fee” means the annual administrative fee for the CID Fund, as described in Section 4.2(f).

“CID Cap” means the limitation on CID Proceeds available to Developer for reimbursement of CID Eligible Expenses through Pay-Go CID Financing, as described in Section 4.2(d)(ii).

“CID Collection Period” means the period that commenced on October 1, 2013 when the CID Sales Tax was first imposed within the CID up to and concluding upon that date which is the earlier of (i) the date that Developer has been reimbursed for all CID Eligible Expenses by Pay-Go CID Financing in an amount equal to the CID Cap, or (ii) September 30, 2035, as described in Section 4.2(d)(i).

“CID Eligible Expenses” means those certain Project Costs identified by Developer which may be reimbursed with CID Proceeds if and to the extent that such Project Costs are related to demolition and hard site improvement and construction costs, located within the CID, agreed upon by the parties and identified on **Exhibit H** attached hereto, and eligible for payment or reimbursement pursuant to the CID Act, as described in Section 4.2.

“CID Fund” means the separate fund and account established by the UG for collection of the CID Proceeds collected within the CID, as described in Section 4.2(c).

“CID Ordinance” means Ordinance No. O-37-13 passed by the UG pursuant to the CID Act on June 6, 2013 to approve the CID, as described in Recital D and a copy of which is attached hereto as **Exhibit B**.

“CID Proceeds” means the revenues received from imposition of the CID Sales Tax, less the CID Administrative Fee, as described in Section 4.2(b).

“CID Sales Tax” means the sales tax of two percent (2%) imposed within the CID on the sale of tangible personal property at retail or the rendering or furnishing of services which are taxable, as described in Recital D and Section 4.2(a).

“Closing” and “Closing Date” means the date on which Developer shall close on the acquisition of the Multi-Family Site and the execution and delivery of the Reardon Center Ground Lease, as set forth in Section 5.1.

“Closing Conditions” means the conditions precedent to Closing, as set forth in Section 3.1.

“Commence Construction” and “Commencement of Construction” means the issuance of the appropriate permits for demolition of existing buildings on the Project Site and construction of the Improvements and Developer’s undertaking of a continuous program of construction for the Improvements, as described in Section 2.3(b).

“Commencement Date” means the date by which Developer shall “commence construction” of the Commercial Space, Multi-Family Space and Reardon Center, as described in Section 6.10.

“Commercial Space” means approximately 7,500 square feet of commercial for neighborhood retail, restaurant, entertainment and/or office uses as described in Recital A and Section 2.2(a).

“Completion Date” means the date by which Developer shall achieve Substantial Completion of the Commercial Space, Multi-Family Space and Reardon Center, as described in Section 6.10.

“Construction Documents” means the Developer’s construction documents relative to the Improvements, as described in Section 6.3.

“Controlling Person or Entity” means a person or entity who, under Applicable Laws and Requirements, possesses all authority and power necessary to lawfully act on behalf of and bind such entity, over the objection of all other holders of any other interest in such entity, to fulfill the obligations of Developer under the Agreement, as described in Section 7.13(c).

“Damaged Facilities” means any part or the whole of the Project to the extent that the same is damaged or destroyed by a Casualty, as described in Section 7.11(b).

“Deed” means the quitclaim deed by which the UG conveys the Multi-Family Site to Developer, as described in Section 2.3.

“Developer” means Lanier United, LLC, a Kansas limited liability company.

“Development Plan” means the final site plan approvals for the Improvements (or portion(s) thereof), as described in Section 2.2.

“DOR” means the Kansas Department of Revenue.

“Drop Dead Date” means the date certain by which all Closing Conditions must be met or waived and Closing must occur, as set forth in Section 3.2.

“Due Diligence Period” means the period of one hundred twenty (120) days after the Effective Date in which Developer shall complete its Investigations, as described in Section 2.3(a).

“Effective Date” means the date of this Agreement first above written.

“Environmental Regulation” means any and all present and future laws, statutes, ordinances, rules, regulations and orders of any governmental authority having jurisdiction over the parties hereto or any portion of the Project Site and pertaining to the protection of human health, hazardous substances, pollution, or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, and as the same may be further amended from time to time (collectively, “CERCLA”).

“50/50 Limitation” means the limitation on the reimbursement to Developer of CID Eligible Expenses from Pay-Go CID Financing and the reimbursement of TIF Eligible Expenses from Pay-Go TIF Financing, as described in Section 4.5.

“Force Majeure” is defined in Section 10.2.

“GAAP” means generally accepted accounting principles.

“General Contractor” means the general contractor selected by Developer for the Improvements, as described in Section 6.3.

“Government Authority” or “Government Authorities” shall mean any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise), whether now or hereafter in existence, with affirmative jurisdiction over Developer or the Project.

“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.

“Improvements” means those certain improvements that are contemplated to be constructed in the Project, as described in Section 2.2 and generally depicted in **Exhibit F**.

“Incremental Real Property Taxes” means that amount of Real Property Taxes collected from the real property within the TIF District that is in excess of the amount of Real Property Taxes collected from the Base Year Assessed Valuation of the real property within the TIF District, as described in Section 4.3(a)(ii).

“Incremental Sales Tax” means that amount of sales and use taxes received by the UG from the TIF District, which are imposed pursuant to K.S.A. 12-187 *et seq.*, limited to 1% of the current City of Kansas City sales tax rate of 1.625% (excluding the 0.25% UG EMS sales tax and the 0.375% UG public safety and neighborhood infrastructure tax) and the UG’s share of the current Wyandotte County 1% sales tax, which is currently 93.84%, which exceeds the Base Year Revenues, as described in Section 4.3(a)(i).

“Insurance Specifications” means the insurance requirements on Developer in connection with the Project as generally described in Section 7.10 and more fully set forth in **Exhibit J**.

“Investigations” means the Developer’s inspections of the Project Site, including the right to non-invasive testing of same, as described in Section 2.3(a).

“IRB” means industrial revenue bond financing pursuant to K.S.A. 12-1741 *et seq.*

“Manager” means the experienced meeting space operator approved by the UG, as described in Section 2.2(c).

“Material Change” means any substantial change to any agreement, plan or other document referred to herein, which change would require changes to Developer’s permits or approval of the appropriate Government Authorities or is required by Applicable Laws and Requirements.

“Multi-Family Site” means the portion of the Reardon Center Site needed for construction of the Multi-Family Space and Commercial Space, as described in Section 2.3.

“Multi-Family Space” means 85 to 100 apartment units and associated amenities, as described in Recital A and Section 2.2(b).

“Parking Improvements” means any parking improvements provided for in Section 2.2(e).

“Pay-Go CID Financing” means a method of financing pursuant to which certain CID Eligible Expenses are paid and/or reimbursed without notes or bonds, and the costs are reimbursed as CID Proceeds are deposited in the CID Fund, as described in Section 4.2(d).

“Pay-Go TIF Financing” means a method of financing pursuant to which certain TIF Eligible Expenses are paid and/or reimbursed without notes or bonds, and the costs are reimbursed as Sales Tax TIF Proceeds and/or Property Tax TIF Proceeds are deposited into the TIF Fund, as described in Section 4.3(b).

“Permitted Encumbrances” means any liens, restrictions, claims, easements, rights-of-way, encroachments, reservations, or other matters or encumbrances affecting the Project Site, which are acceptable to Developer in its sole discretion.

“Permitted Mortgage” means any mortgage placed on, or other security interest granted in, the Project Site or any part thereof in connection with any construction or permanent financing of the Project.

“Permitted Mortgagee” means the holder of the Permitted Mortgage.

“Permitted Uses” means (i) use of the Commercial Space as first-class commercial space consisting of national chain retail restaurants and stores and/or high-quality, locally-owned restaurants, entertainment and shopping; (ii) use of the Multi-Family Space as described in Section 2.2(b); and (iii) use of the Reardon Center as an education and conference center as described in Section 2.2(d); all as described in Section 7.2(a).

“Person” shall mean any natural person, firm, partnership, association, corporation, limited liability company, trust, entity, public body or government or other entity.

“Plans and Specifications” means the plans and specifications for the Improvements, as described in Section 6.2.

“Prime Rate” means the rate of interest announced from time to time by Security Bank of Kansas City, or any successor to it. If such bank, or any successor to it, ceases to announce a prime rate, the UG shall designate a reasonably comparable financial institution for purposes of determining the Prime Rate.

“Private Funds” means the Developer’s private equity and debt used to pay the costs for the design, development and construction of the Project, as described in Section 4.1.

“Private Infrastructure” means all of the infrastructure improvements, which may include, without limitation, site work, lighting, sewer, stormwater and water main improvements, and irrigation systems, necessary to support the Improvements in the Project other than the Public Infrastructure, as described in Section 2.2(d).

“Project” means the design, development, and construction of the Improvements on the Project Site, as described in Section 2.2.

“Project Costs” means the costs of acquiring, designing, developing, constructing and completing the Project, as described in Section 4.1 and **Exhibit H**.

“Project Plan” means the Redevelopment Project Plan for the TIF District approved and adopted by the UG pursuant to the TIF Project Ordinance, as described in Recital F.

“Project Site” means Reardon Center Site and the Multi-Family Space and Commercial Space, collectively, as described in Recital A, legally described on **Exhibit A-1** and generally depicted on **Exhibit A-2**.

“Property Tax TIF Proceeds” means the revenues received from the Incremental Real Property Taxes, less the TIF Administrative Fee, as described in Section 4.3(a)(v).

“Purchase Price” means the One Hundred Dollars (\$100.00) to be paid by Developer to the UG at Closing for the Multi-Family Site, as described in Section 2.3.

“Real Property Taxes” means all taxes levied on an ad valorem basis upon land and Improvements within the TIF District, as described in Section 4.3(a)(ii).

“Reardon Center” means approximately 7,500 square feet of first-class multi-purpose banquet/meeting space with capacity to seat 325 people for community events and programs, as described in Recital A and Section 2.2(c).

“Reardon Center Costs” means those certain Project Costs related to demolition and site improvement and hard construction costs for the Reardon Center, identified on **Exhibit H** attached hereto and eligible for payment or reimbursement pursuant to Applicable Laws and Requirements, including K.S.A. 12-1693 *et seq.* and the UG’s charter ordinances, as described in Section 4.4.

“Reardon Center Ground Lease” means the ground lease on the portion of the Reardon Center Site which is needed for construction of the Reardon Center, pursuant to which the UG will ground lease certain real property (and the Improvements thereon) to Developer, as described in Section 2.3(c).

“Reardon Center Management Agreement” means the separate agreement between Developer and Manager providing for management and operation of the Reardon Center to be approved by the UG, as described in Section 2.2(c) and Section 7.13(d).

“Reardon Center Site” means approximately 1.56 acres of real property located at 510 and 520 Minnesota Avenue in Kansas City, Kansas, as described in Recital A.

“Remediation Extension” means the extension of Developer's right to terminate this Agreement beyond expiration of the Due Diligence Period in the event that any environmental remediation of the Project Site undertaken by the UG (in the UG's sole discretion) extends beyond the Due Diligence Period, in which event Developer's right to terminate will expire ten (10) days after the completion of any such remediation by the UG, as described in Section 2.3(a).

“Resolution of Intent” means that certain master resolution of intent indicating the UG’s intention to grant to Developer the IRB financing, as described in Sections 3.1(d) and 4.10.

“Reversionary Interest” means the right of reversion in favor of the UG pertaining to the Multi-Family Site in the event that Developer fails to meet certain conditions, as described in Section 2.3(b).

“Reversionary Interest Notice” means the written notice of default provided by the UG to Developer in order to exercise the Reversionary Interest, as described in Section 2.3(b).

“Sales Tax TIF Proceeds” means the revenues received from the Incremental Sales Tax, less the TIF Administrative Fee, as described in Section 4.3(a)(iv).

“State” means the State of Kansas.

“Section 108 Loan” means a loan pursuant to Section 108 of the Housing and Community Development Act of 1974, as described in Section 3.1(a).

“Substantial Completion” 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 of a temporary certificate of occupancy for the Improvements).

“Term” means the term of this Agreement, as described in Section 7.1.

“TGT Fund” means the separate fund and account established by the UG for collection of the TGT Grant collected within the CID, as described in Section 4.4(c).

“TGT Grant” means the UG’s agreement to use its home rule authority under Article 12, Section 5 of the Constitution of the State of Kansas to pledge up to One Million Dollars (\$1,000,000) of the UG’s transient guest taxes generated within the CID during the Term of this Agreement for reimbursement to Developer for the Reardon Center Costs outside of the CID Act and structure, as described in Section 4.4(b).

“TIF” means tax increment financing.

“TIF Act” means K.S.A. § 12-1770 *et seq.*, as amended.

“TIF Administrative Fee” means the annual administrative fee for the TIF Fund, as described in Section 4.3(d).

“TIF Cap” means the limitation on TIF Proceeds available to Developer for reimbursement of TIF Eligible Expenses through Pay-Go TIF Financing, as described in Section 4.3(b)(ii).

“TIF Collection Period” means the period that commences on the date that the Project Plan is approved by the UG’s Commission up to and concluding upon that date which is twenty (20) years from the date that the Project Plan was approved, as described in Section 4.3(b)(i).

“TIF District” means the TIF District established by the UG pursuant to the TIF District Ordinance and the TIF Act, as described in Recital E, legally described in **Exhibit D-1**, and generally depicted in **Exhibit D-2**.

“TIF District Ordinance” means Ordinance No. O-16-20 passed by the UG pursuant to the TIF Act on or about March 26, 2020 to approve the TIF District, as described in Recital E and a copy of which is attached hereto as **Exhibit C**.

“TIF Eligible Expenses” means those certain Project Costs identified by Developer which may be reimbursed with TIF Proceeds if and to the extent that such Project Costs are related to demolition and site improvement and hard construction costs, located within the TIF District, agreed upon by the parties and identified on **Exhibit H** attached hereto, and eligible for payment or reimbursement pursuant to the TIF Act, as described in Section 4.3.

“TIF Proceeds” means the Sales Tax TIF Proceeds and the Property Tax TIF Proceeds, as described in Section 4.3.

“TIF Project Ordinance” means the ordinance passed by the UG pursuant to the TIF Act to approve the Project Plan, as described in Recital F and a copy of which will be attached hereto as **Exhibit E**.

“Transaction Documents” means the lease, along with any bond trust indentures, bond purchase agreements, tax compliance agreements, financing agreements, and other similar documents executed and delivered by the parties in connection with the IRB financing.

“Total Project Budget” means the budget attached hereto as **Exhibit H**.

“UG” means the Unified Government of Wyandotte County/Kansas City, Kansas.

“UG Contribution” means the payment by the UG to Developer for the UG’s use of the Reardon Center, as described in Section 7.13(d)(ii).

“UG Parties” means the UG and its agents, officers, contractors and employees, as described in Section 2.3(a).

INDEX OF EXHIBITS

Exhibit A-1	The Project Site – Legal Description
Exhibit A-2	The Project Site – Map
Exhibit B	CID Ordinance
Exhibit C	TIF District Ordinance
Exhibit D-1	TIF District – Legal Description
Exhibit D-2	TIF District – Map
Exhibit E	TIF Project Ordinance
Exhibit F	Improvements – Depiction
Exhibit G	<i>Reserved</i>
Exhibit H	Total Project Budget
Exhibit I	Form of Certificate of Expenditures
Exhibit J	Insurance Specifications
Exhibit K	LBE/MBE/WBE Goals and Requirements

EXHIBIT A-1

PROJECT SITE – LEGAL DESCRIPTION

All of Lot 9, Center City, a subdivision in the City of Kansas City, Wyandotte County, Kansas, recorded in the Wyandotte County Register of Deeds Office in Book 33, Page 56, identified as Parcel #216205 and more commonly known as 600 State Avenue; and

All of Lot 4, Replat of Parcel 3, Center City, a subdivision in the City of Kansas City, Wyandotte County, Kansas, recorded in the Wyandotte County Register of Deeds Office as Document #2016R-01402 in Book 45, Page 5, identified as Parcel #412303 and more commonly known as 500 Minnesota Avenue.

EXHIBIT A-2

PROJECT SITE – MAP

Reardon Center – 500 Minnesota Ave. (Parcel ID # 412303)



EXHIBIT B
CID ORDINANCE



8 0 6 6 7 5 7
Tx:4041041

2013R-09481
NANCY BURNS
REGISTER OF DEEDS
WYANDOTTE COUNTY, KS
RECORDED ON
07/02/2013 08:42:00 AM
REC FEE: 14.00
TECHNOLOGY FEE: 10.00
PAGES: 5

(Published in The Wyandotte Echo on June 13, 2013)

ORDINANCE NO. 0-37-13

AN ORDINANCE AUTHORIZING THE CREATION OF THE DOWNTOWN HOTEL COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF KANSAS CITY, KANSAS; AUTHORIZING THE MAKING OF CERTAIN PROJECT IMPROVEMENTS RELATING THERETO; APPROVING THE ESTIMATED COSTS OF SUCH PROJECT IMPROVEMENTS; LEVYING A 2.0% CID SALES TAX AND PROVIDING FOR THE METHOD OF FINANCING THE SAME.

WHEREAS, K.S.A. 12-6a26 *et. seq.* (the "Act") authorizes the governing body of any city or county to create community improvement districts to finance projects within such defined area of the city or county and to levy a community improvement district sales tax and/or levy special assessments upon property within the district to finance projects; and

WHEREAS, a petition (the "Petition") was filed with the Unified Government Clerk on April 5, 2013, proposing the creation of the Downtown Hotel Community Improvement District (the "CID") under the Act, the imposition of a community improvement district sales tax in order to pay the costs of projects as described in the Petition (the "Projects"); and

WHEREAS, the Petition was signed by the required number of owners of record, whether resident or not, as required by the Act; and

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government") intends to create the CID and to levy a community improvement district sales tax in an amount equal to 2.0% as requested in the Petition (the "CID Sales Tax"); and

WHEREAS, the Act provides that prior to creating any community improvement district and imposing a community improvement district sales tax, the governing body shall, by resolution, direct and order a public hearing on the advisability of creating such community improvement district and the construction of such community improvement district projects therein, and to give notice of the hearing by publication at least once each week for two (2) consecutive weeks in the official Unified Government newspaper and by certified mail to all property owners within the proposed community improvement district, the second publication to be at least seven (7) days prior to the hearing and such certified mail sent at least ten (10) days prior to such hearing; and

WHEREAS, the Governing Body adopted Resolution No. R-37-13 on May 2, 2013 (the "Resolution") directing that a public hearing on the proposed CID within the Unified Government be held on June 6, 2013, declaring its intent to impose a community improvement district sales tax, and requiring that the Unified Government Clerk provide for notice of such public hearing as set forth in the Act; and

WHEREAS, the Resolution was mailed (by certified mail) to all property owners within the proposed CID on May 14, 2013, and published once each week for two (2) consecutive weeks in *The Wyandotte Echo*, the official Unified Government newspaper, on May 9, 2013 and May 16, 2013; and

WHEREAS, on June 6, 2013, the governing body of the Unified Government conducted a public hearing on the advisability of the proposed CID; and

WHEREAS, the Governing Body hereby finds and determines it to be advisable to create the Downtown Hotel Community Improvement District and set forth the boundaries thereof, authorize community improvement district projects relating thereto, approve the estimated costs of such community improvement district projects and approve the method of financing the same, all in accordance with the provisions of the Act.

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

SECTION 1. Creation of Community Improvement District; Boundaries. That the Governing Body hereby finds and determines that it is advisable to create, in accordance with the provisions of the Act, the Downtown Hotel Community Improvement District within the Unified Government to be referred to as the Downtown Hotel Community Improvement District. A legal description of the boundaries of the proposed Downtown Hotel Community Improvement District is set forth on Exhibit A, attached hereto and incorporated by reference herein. A map generally outlining the boundaries of the proposed Downtown Hotel Community Improvement District is attached as Exhibit B, attached hereto and incorporated by reference herein.

SECTION 2. Authorization of Community Improvement District Projects and Estimated Costs.

(a) The general nature of the CID Project is the improvement of the hotel, parking garage and convention center located between 5th and 6th Street and between Minnesota Avenue and State Avenue, including, but not limited to, the acquisition, improvement, construction, renovation, rehabilitation, maintenance, restoration, replacement, renewal, repair and installation, of buildings, structures, parking garages, personal property and fixtures, utility systems and communication systems and infrastructure and on-going maintenance and repair within the boundaries of the CID in accordance with the Act.

(b) The total estimated cost of the Projects to be funded by the CID is \$3,2231,000, plus associated financing costs, such as interest, reserves, and any costs associated with the issuance of bonds.

SECTION 3. Method of Financing.

(a) In order to provide funds to finance the costs of the Project, it is advisable to impose, in accordance with the provisions of the Act, a community improvement district sales tax within the Downtown Hotel Community Improvement District in an amount of **2.0%** on the selling of tangible personal property at retail or rendering or furnishing services within the Downtown Hotel Community Improvement District (the "CID Sales Tax"). The Unified Government shall receive its administrative service fee of CID Sales Tax to reimburse the Unified Government for administrative costs in connection with the CID and the CID Sales Tax.

(b) There will be no special assessments in connection with the CID.

(c) The estimated cost of the proposed Projects, plus financing costs such as interest, reserves, and any costs associated with the issuance of bonds will be financed by through a combination of general obligation bonds, special obligation revenue bonds and pay-as-you-go financing, as defined in the Act.

SECTION 4. Imposition of Community Improvement District Sales Tax. In order to provide for the payment of the Projects, the Governing Body of the Unified Government hereby imposes the CID

Sales Tax within the CID in an amount of **2.0%** on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas retailers' sales tax act within the CID with such CID Sales Tax to commence on July 1, 2013 or such other date as shall be approved by ordinance of the Unified Government.

SECTION 5. Segregation of Sales Tax Revenues. All revenues derived from the collection of the CID Sales Tax shall be deposited into a special fund of the Unified Government to be designated as the Downtown Hotel Community Improvement District Sales Tax Revenue Fund (the "Revenue Fund"). Such revenues shall be used to pay the costs of the Projects and the Unified Government's administrative fee.

SECTION 6. Effective Date. This Ordinance shall take effect and be in force from and after its passage, approval and publication in the official Unified Government newspaper.

PASSED by the governing body of the Unified Government on June 6, 2013 and **APPROVED AND SIGNED** by the Mayor/CEO.



Mayor/CEO

[SEAL]

ATTEST:



Unified Government Clerk

EXHIBIT A

**LEGAL DESCRIPTION OF THE DOWNTOWN HOTEL
COMMUNITY IMPROVEMENT DISTRICT**

The following property located in Wyandotte County, Kansas City, Kansas:

Beginning at the point of intersection of the North right-of-way line of Minnesota Avenue and the West right-of-way line of 5th Street as they now exist;

thence North along the West right-of-way line of 5th Street to the intersection of the South right-of-way line of State Ave and the West right-of-way line of 5th Street;

thence West along said South right-of-way line of State Ave, a distance of 600.30 feet more or less to the Northwest corner of Parcel 3, CENTER CITY, a subdivision in Kansas City, Wyandotte County, Kansas;

thence South 02 degrees 11 minutes 43 seconds East a distance of 123.22 feet more or less;

thence North 87 degrees 47 minutes 43 seconds East a distance of 20.00 feet more or less;

thence South to a point on the North face of the building located at the Southwest corner of Parcel 3, CENTER CITY;

thence East along said building face to the Northeast corner of said building;

thence South along the East face of said building to a point on the North right-of-way line of Minnesota Avenue;

thence East along said North right-of-way of Minnesota Avenue to the Point of Beginning.

EXHIBIT B
MAP OF DOWNTOWN HOTEL COMMUNITY IMPROVEMENT DISTRICT

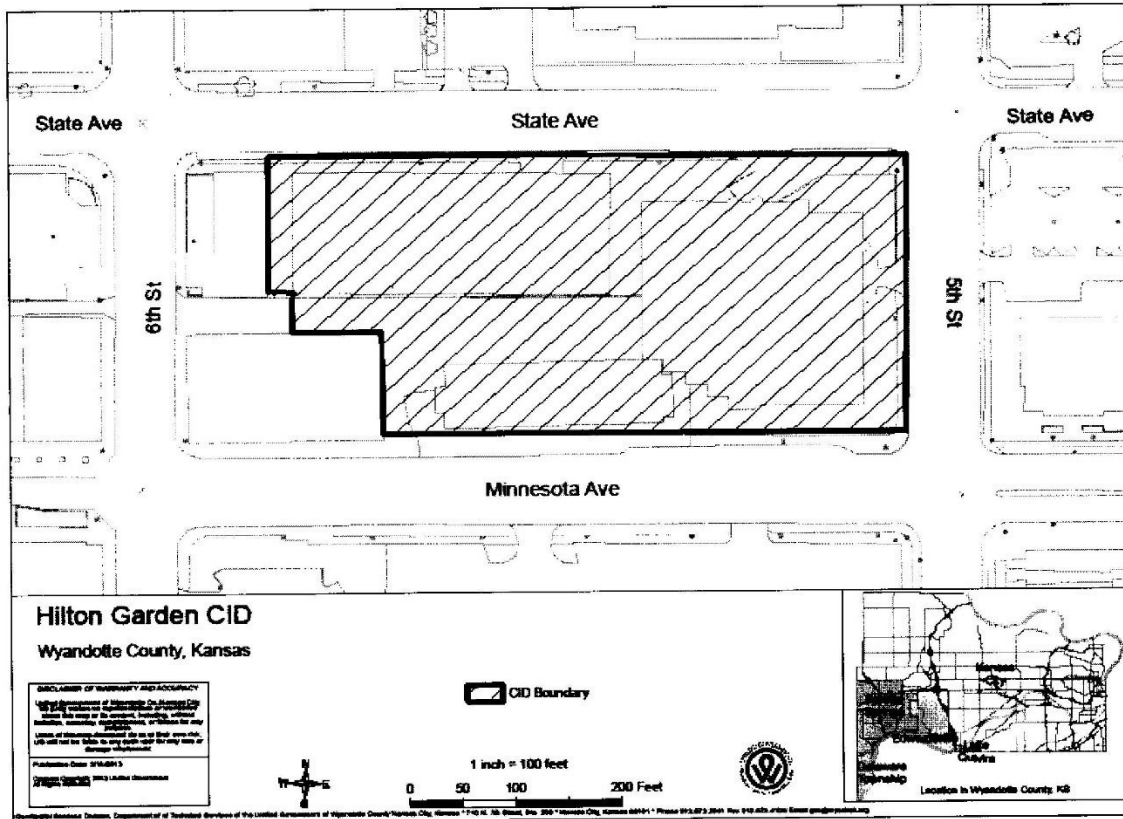


EXHIBIT C

TIF DISTRICT ORDINANCE

(Published in *The Wyandotte Echo* on April 2, 2020)

ORDINANCE NO. O-16-20

AN ORDINANCE MAKING FINDINGS AND ESTABLISHING A REDEVELOPMENT DISTRICT PURSUANT TO K.S.A. 12-1770 ET SEQ., AND AMENDMENTS THERETO.

WHEREAS, pursuant to the provisions of K.S.A. 12-1770 *et seq.*, as amended (the "Act"), the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government") is authorized to establish redevelopment districts within a defined area of the Unified Government which is an area within the Unified Government that was designated as an enterprise zone prior to July 1, 1992, and is therefore an "eligible area" as said term is defined in the Act; and

WHEREAS, the Board of Commissioners of the Unified Government (the "Governing Body") adopted Resolution No. R-5-20 on February 13, 2020, calling for a public hearing considering the establishment of a redevelopment district to be held by the Governing Body on March 26, 2020; and

WHEREAS, notice of the public hearing was given as required by the Act; and

WHEREAS, the public hearing was held on March 26, 2020 and closed on the same day.

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

SECTION 1. The Governing Body hereby finds that the real property described in **Exhibits A and B** (the "Redevelopment District") attached hereto is an eligible area for being designated as a redevelopment district pursuant to the Act because the real property is an area within the Unified Government that was designated as an enterprise zone prior to July 1, 1992.

SECTION 2. The Governing Body hereby finds that the real property described in **Exhibits A and B** includes only areas designated in the notice of public hearing given as required by the Act and Resolution No. R-5-20, and that all required notices under the Act were properly and timely given.

SECTION 3. The Governing Body hereby finds that the conservation, development or redevelopment of the Redevelopment District is necessary to promote the general and economic welfare of the Unified Government.

SECTION 4. The Governing Body hereby establishes the Redevelopment District, which shall consist of a single project area depicted on the map attached hereto as **Exhibit A**. The district plan is hereby approved, and consists of buildings and facilities to be constructed within the Redevelopment District generally described as follows, without limitation:

Commercial uses, mixed use commercial retail, multifamily residential uses, recreational uses, a multi-purpose banquet/meeting space, and any other commercial structure or use (including but not limited to, office, non-profit, governmental, or community use), and including such associated site work, infrastructure, utilities, storm water control, access, street improvements, landscaping, lighting, parking facilities (including parking garages), other associated and appurtenant structures and facilities, and any other items allowable under the Act.

CORE/0501343.0168/158395993.1

SECTION 5. The Mayor/CEO, County Administrator, and other officers, agents and employees of the Unified Government are hereby further authorized and directed to take such further action as may be appropriate or desirable to accomplish the purpose of this Ordinance.

SECTION 6. This Ordinance shall take effect and be in force from and after its passage and publication as provided by law.

**PASSED BY THE UNIFIED GOVERNMENT BOARD OF
COMMISSIONERS THIS 26TH DAY OF MARCH, 2020.**



Mayor/CEO

(SEAL)



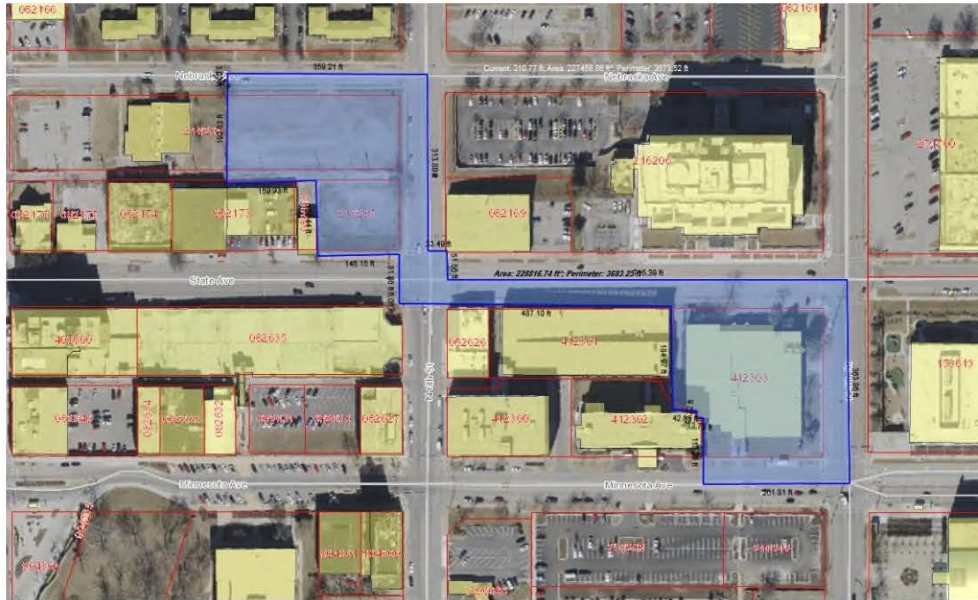
Unified Government Clerk

TIF District Ordinance (Downtown Campus)

CORE/0501343.0168/158395993.1

EXHIBIT A

MAP OF PROPOSED REDEVELOPMENT DISTRICT AND PROPOSED PROJECT AREA



A-1

CORE/0501343.0168/158395993.1

EXHIBIT B

LEGAL DESCRIPTION OF REDEVELOPMENT DISTRICT

All that part of Parcels 3 and 8 and all of Parcel 9, Center City, a subdivision in the City of Kansas City, Wyandotte County, Kansas, according to the recorded plat thereof, together with the West ½ of North 6th Street from the South right-of-way line of State Avenue to the South right-of-way line of Nebraska Avenue, as both streets are now established, and together with the South ½ of Nebraska Avenue from the center line of North 6th Street, West 422.00 feet more or less to the East wall line of a building to the South and together with the East ½ of said North 6th Street from the North right-of-way line of State Avenue, as now established to the South right-of-way line of said State Avenue and together with the South ½ of said State Avenue from the East right-of-way line of said North 6th Street to the center line of North 5th Street, and together with the West ½ of North 5th Street from the South right-of-way line of said State Avenue to the center line of Minnesota Avenue, as both streets are now established, together with the North ½ of Minnesota Avenue from the West right-of-way line of Minnesota Avenue, West 260.00 feet, more or less, to the East wall line of a building to the North, described as follows:

BEGINNING at the intersection of the center line of said North 5th Street and the center line of said Minnesota Avenue;

thence South 87 degrees 48 minutes 09 seconds West, on the center line of said Minnesota Avenue, a distance of 260.24 feet, to a point being on the Southerly prolongation of the East wall line of an existing building;

thence North 02 degrees 11 minutes 51 seconds West, on said prolongation and the East wall of said existing building, a distance of 117.37 feet, to a point;

thence South 87 degrees 48 minutes 09 seconds West, on the North face of said existing building, a distance of 8.58 feet, to a point;

thence North 02 degrees 11 minutes 51 seconds West, on the East face of said existing building, a distance of 12.99 feet, to a point;

thence South 87 degrees 48 minutes 09 seconds West, on the North face of said existing building, a distance of 49.69 feet, to a point;

thence North 02 degrees 11 minutes 51 seconds West, departing the North face of said existing building, a distance of 184.14 feet, to a point on the South right-of-way line of said State Avenue, as now established;

thence South 87 degrees 47 minutes 14 seconds West, on said South right-of-way line, a distance of 476.74 feet, to a point being the intersection of said South right-of-way line and the West right-of-way line of said North 6th Street, as now established;

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thence North 02 degrees 11 minutes 51 seconds West, departing said South right-of-way line and on said West right-of-way line, a distance of 100.00 feet, to a point being the intersection of said West right-of-way line and the North right-of-way line of said State Avenue, as now established;

thence South 87 degrees 47 minutes 14 seconds West, on said North right-of-way line, a distance of 150.04 feet, to the Southwest corner of said Parcel 9 and the Southeast corner of Lot 50, Block 109, Wyandotte City, a subdivision in the City of Kansas City, Wyandotte County, Kansas, according to the recorded plat thereof;

thence North 02 degrees 11 minutes 27 seconds West, departing said North right-of-way line and on the West line of said Parcel 9 and the East line of said Lot 50, a distance of 122.88 feet, to the Northeast corner of said Lot 50 and the South line of a vacated alley 18.00 feet in width as shown on the plat of said Wyandotte City;

thence South 87 degrees 47 minutes 34 seconds West, on the South line of said Alley and the North line of Lots 50, 49, 48, 47, 46, 45, 44, 43 and 42, a distance of 225.09 feet, to the Northwest corner of said Lot 42;

thence North 02 degrees 11 minutes 27 seconds West, departing said South line, a distance of 190.88 feet, to a point on the center line of said Nebraska Avenue;

thence North 87 degrees 47 minutes 59 seconds East, on the center line of said Nebraska Avenue, a distance of 415.11 feet, to a point being the intersection of the center line of said Nebraska Avenue and the center line of said North 6th Street;

thence South 02 degrees 11 minutes 43 seconds East, departing the center line of said Nebraska Avenue and on the center line of said North 6th Street, a distance of 313.69 feet, to a point being on the Westerly prolongation of the North right-of-way line of said State Avenue, as now established;

thence North 87 degrees 47 minutes 14 seconds East, departing the center line of said North 6th Street, a distance of 40.00 feet, to a point being the intersection of said North right-of-way line and the East right-of-way line of said North 6th Street, as now established;

thence South 02 degrees 11 minutes 43 seconds East, departing said North right-of-way line, a distance of 40.00 feet, to a point being on the center line of said State Avenue;

thence North 87 degrees 47 minutes 14 seconds East, on the center line of said State Avenue, a distance of 715.37 feet, to a point being the intersection of the center line of said State Avenue and the center line of said North 5th Street;

thence South 02 degrees 10 minutes 50 seconds East, departing the center line of said State Avenue and on the center line of said North 5th Street, a distance of 364.59 feet, to the POINT OF BEGINNING, containing 5.70 acres, more or less.

B-1

CORE/0501343.0168/158395993.1

EXHIBIT D-1

TIF DISTRICT – LEGAL DESCRIPTION

All that part of Parcels 3 and 8 and all of Parcel 9, Center City, a subdivision in the City of Kansas City, Wyandotte County, Kansas, according to the recorded plat thereof, together with the West ½ of North 6th Street from the South right-of-way line of State Avenue to the South right-of-way line of Nebraska Avenue, as both streets are now established, and together with the South ½ of Nebraska Avenue from the center line of North 6th Street, West 422.00 feet more or less to the East wall line of a building to the South and together with the East ½ of said North 6th Street from the North right-of-way line of State Avenue, as now established to the South right-of-way line of said State Avenue and together with the South ½ of said State Avenue from the East right-of-way line of said North 6th Street to the center line of North 5th Street, and together with the West ½ of North 5th Street from the South right-of-way line of said State Avenue to the center line of Minnesota Avenue, as both streets are now established, together with the North ½ of Minnesota Avenue from the West right-of-way line of Minnesota Avenue, West 260.00 feet, more or less, to the East wall line of a building to the North, described as follows:

BEGINNING at the intersection of the center line of said North 5th Street and the center line of said Minnesota Avenue;

thence South 87 degrees 48 minutes 09 seconds West, on the center line of said Minnesota Avenue, a distance of 260.24 feet, to a point being on the Southerly prolongation of the East wall line of an existing building;

thence North 02 degrees 11 minutes 51 seconds West, on said prolongation and the East wall of said existing building, a distance of 117.37 feet, to a point;

thence South 87 degrees 48 minutes 09 seconds West, on the North face of said existing building, a distance of 8.58 feet, to a point;

thence North 02 degrees 11 minutes 51 seconds West, on the East face of said existing building, a distance of 12.99 feet, to a point;

thence South 87 degrees 48 minutes 09 seconds West, on the North face of said existing building, a distance of 49.69 feet, to a point;

thence North 02 degrees 11 minutes 51 seconds West, departing the North face of said existing building, a distance of 184.14 feet, to a point on the South right-of-way line of said State Avenue, as now established;

thence South 87 degrees 47 minutes 14 seconds West, on said South right-of-way line, a distance of 476.74 feet, to a point being the intersection of said South right-of-way line and the West right-of-way line of said North 6th Street, as now established;

thence North 02 degrees 11 minutes 51 seconds West, departing said South right-of-way line and on said West right-of-way line, a distance of 100.00 feet, to a point being the intersection of said West right-of-way line and the North right-of-way line of said State Avenue, as now established;

thence South 87 degrees 47 minutes 14 seconds West, on said North right-of-way line, a distance of 150.04 feet, to the Southwest corner of said Parcel 9 and the Southeast corner of Lot 50, Block 109, Wyandotte City, a subdivision in the City of Kansas City, Wyandotte County, Kansas, according to the recorded plat thereof;

thence North 02 degrees 11 minutes 27 seconds West, departing said North right-of-way line and on the West line of said Parcel 9 and the East line of said Lot 50, a distance of 122.88 feet, to the Northeast corner of said Lot 50 and the South line of a vacated alley 18.00 feet in width as shown on the plat of said Wyandotte City;

thence South 87 degrees 47 minutes 34 seconds West, on the South line of said Alley and the North line of Lots 50, 49, 48, 47, 46, 45, 44, 43 and 42, a distance of 225.09 feet, to the Northwest corner of said Lot 42;

thence North 02 degrees 11 minutes 27 seconds West, departing said South line, a distance of 190.88 feet, to a point on the center line of said Nebraska Avenue;

thence North 87 degrees 47 minutes 59 seconds East, on the center line of said Nebraska Avenue, a distance of 415.11 feet, to a point being the intersection of the center line of said Nebraska Avenue and the center line of said North 6th Street;

thence South 02 degrees 11 minutes 43 seconds East, departing the center line of said Nebraska Avenue and on the center line of said North 6th Street, a distance of 313.69 feet, to a point being on the Westerly prolongation of the North right-of-way line of said State Avenue, as now established;

thence North 87 degrees 47 minutes 14 seconds East, departing the center line of said North 6th Street, a distance of 40.00 feet, to a point being the intersection of said North right-of-way line and the East right-of-way line of said North 6th Street, as now established;

thence South 02 degrees 11 minutes 43 seconds East, departing said North right-of-way line, a distance of 40.00 feet, to a point being on the center line of said State Avenue;

thence North 87 degrees 47 minutes 14 seconds East, on the center line of said State Avenue, a distance of 715.37 feet, to a point being the intersection of the center line of said State Avenue and the center line of said North 5th Street;

thence South 02 degrees 10 minutes 50 seconds East, departing the center line of said State Avenue and on the center line of said North 5th Street, a distance of 364.59 feet, to the POINT OF BEGINNING, containing 5.70 acres, more or less.

TIF DISTRICT – MAP



EXHIBIT E
TIF PROJECT ORDINANCE

[To be attached.]

EXHIBIT F
IMPROVEMENTS – DEPICTION



EXHIBIT G

Reserved

EXHIBIT H

TOTAL PROJECT BUDGET

Lanier United KCK Development

Downtown Campus

As of: 3/29/2023

Estimated Project Costs

Description	Total Costs	TIF Eligible	CID Eligible	TGT Eligible	UG Grant (from Reardon Center Maint. Fund)
PROPERTY ACQUISITION					
Acquisition/ Relocation/Lease Buyout	\$10	\$10	\$10		
Title issues, right of way easement, traffic signalization easement	\$25,000	\$25,000	\$25,000		
	\$25,010	\$25,010	\$25,010		
SITE COSTS					
Clearing & Grubbing	\$250,000	250,000	250,000		
Excavation and Demo	\$1,000,000	\$1,000,000	\$1,000,000		
Embankment		\$0	\$0		
Fine Grading	\$100,000	\$100,000	\$100,000		
Regular Duty Pavement	\$50,000	\$50,000	\$50,000		
Heavy Duty Asphalt Pavement		\$0	\$0		
Heavy Duty Concrete	\$50,000	\$50,000	\$50,000		
Curb & Gutter	\$50,000	\$50,000	\$50,000		
Storm Sewer	\$150,000	\$150,000	\$150,000		
Inlets / Junction Boxes		\$0	\$0		
Water Main	\$250,000	\$250,000	\$250,000		
Fire Hydrants	\$10,000	\$10,000	\$10,000		
Sanitary Sewer	\$120,000	\$120,000	\$120,000		
Sanitary Sewer Manholes	\$24,000	\$24,000	\$24,000		
Site Lighting	\$50,000	\$50,000	\$50,000		
Landscaping	\$250,000	\$250,000	\$250,000		
Utility Easement Relocation	\$50,000	\$50,000	\$50,000		
Erosion Control	\$5,000	\$5,000	\$5,000		
Irrigation	\$5,000	\$5,000	\$5,000		
Site Survey	\$15,000		\$15,000		
Site Engineering	\$50,000		\$50,000		
Geotechnical Engineering	\$20,000		\$20,000		
Site Construction Testing	\$40,000		\$40,000		
Contingency	\$507,800		\$507,800		
Total On-Site Costs	\$3,046,800	\$2,414,000	\$3,046,800		
BUILDING AND PARKING CONSTRUCTION COSTS					
Apartment	\$17,380,000	\$14,549,000	\$17,380,000		
Reardon Center	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Structured Parking (60 spaces for Apts.)	\$0	\$0	\$0	\$0	\$0
FF&E	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000
Contingency	\$999,000	\$999,000	\$999,000		
Total Building Construction	\$20,979,000	\$18,148,000	\$20,979,000	\$2,600,000	\$2,600,000
Costs					
PROFESSIONAL SERVICES AND SOFT COSTS					
Architectural Services & Design Costs	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000
Legal Services	\$225,000	\$225,000	\$225,000		
Permits	\$50,000	\$50,000	\$50,000		
Engineering Services	\$110,000	\$110,000	\$110,000	\$110,000	\$110,000
Total Professional and Soft Costs	\$1,085,000	\$1,085,000	\$1,085,000	\$1,085,000	\$1,085,000
TOTAL ESTIMATED PROJECT COSTS¹	\$25,135,810	\$21,672,010	\$25,135,810	\$4,495,000**	\$4,495,000**
		Caps	\$4,250,000	\$3,337,002	\$1,000,000
CID and TIF Percentages and Cap			16.91%	13.28%	
TOTAL PUBLIC/PRIVATE RATIO					
(incl. TGT and UG Contribution)					
		Cap ---31%			
		Public -- 38%			
		Private -- 62%			

¹ The foregoing does not include any Costs of Financing, City Expenses or any Cost of Additional Required Improvements, all of which shall be reimbursable to the Developer in accordance with the TIF Plan.

**** Only Services and Soft Costs attributable to the Reardon Center portion of the Project are eligible.**

EXHIBIT I

Form of Certificate of Expenditures

CERTIFICATE OF EXPENDITURES

TO: Unified Government of Wyandotte County/Kansas City, Kansas

Attention: County Administrator

Re: DOWNTOWN CAMPUS

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Amended and Restated Downtown Campus Development Agreement dated as of _____, 2023 (the "Agreement") between the Unified Government and the Developer.

In connection with the Agreement, the undersigned hereby states and certifies that, to the best of its actual knowledge:

1. Each item listed on *Schedule I* hereto is a Project Cost and was incurred in connection with the construction of the Project.
2. These Project Costs have been paid by the Developer, successors, assigns, tenants, or transferees and are reimbursable under the Agreement.
3. Each item listed on *Schedule I* has not previously been paid or reimbursed from money derived from the CID Fund, the TIF Fund, the TGT Fund, or the UG Contribution, and no part thereof has been included in any other certificate previously filed with the Unified Government.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the work for which this certificate relates were issued and were in full force and effect at the time such work was being performed.
6. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. The Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a default under the Agreement.
8. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this ____ day of _____, 20 ____.

LANIER UNITED, LLC, a Kansas limited liability
company

By: _____

Name: _____

Title: _____

Approved for Payment this ____ day of _____, 20 ____:

**UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS**

By: _____

Title: _____

SCHEDULE I
TO
CERTIFICATE OF EXPENDITURES

Description of <u>Project Costs</u>	<u>Cost</u>	<u>Payee</u>	Designate as Redevelopment Project <u>Costs</u>
--	-------------	--------------	---

Total Costs:

EXHIBIT J

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, as well as fired vessel, boiler and machinery, and underground collapse, may be required by the UG as additional perils, but only to the extent required by Developer's lender for the Project.

EXHIBIT K

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 Downtown Campus Development Agreement (the “Agreement”) between the Unified Government of Wyandotte County/Kansas City, Kansas (the “UG”) and Lanier United, LLC, a Kansas limited liability company (the “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 hereof) the Project, including but not limited to all aspects of the construction of the Improvements and all related facilities, 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 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 Improvements, all related facilities, and the Project, including labor, materials and supplies, and construction-related services, whether performed or contracted for by or on behalf of Developer; provided, however, “Construction” shall not include: (i) services performed or associated with tenant improvements or any services requested by tenants of the Project, provided that this exception shall only apply to tenants who are third parties unaffiliated with Developer; (ii) Specialized Services; (iii) Professional Services; or (iv) legal, architectural and pre-construction consulting services already performed or contracted for prior to the Effective Date of the Agreement.

C. “Contractor” means the Proposer selected by Developer for the design, development, or construction of the 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 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, and financial services contracted for by or on behalf of Developer for the design, development, and construction of the Project but specifically excluding: (i) professional services that have historically been sourced and performed at the holding company level by Developer (such as legal and accounting services, for example); (ii) Specialized Services; (iii) Construction; and (iv) legal, architectural and pre-construction consulting services already performed or contracted for prior to the Effective Date of the Agreement.

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 Project, or with respect to ongoing maintenance and operations of the Project.

I. “Specialized Services” means expertise, services, or products, the application of which are unique to the construction of the Project and which are only available through sole or limited source providers or national vendors. 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.

K. “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. Project 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 Project and all related facilities undertaken by Developer, 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 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. The Developer shall strive to meet each individual goal listed.

2. Contract Specific Goals.

The parties agree that the goals are set forth for Construction of, and Professional Services for, the 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 the Developer, relating to the Construction of the 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 LBE businesses that are qualified and/or MBE or WBE businesses that are 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 the 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 Project to an approved LBE/MBE/WBE business, and such LBE/MBE/WBE business 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 that 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 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, and 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 Project.

Documentation of these and any other steps taken shall be submitted to the UG prior to the beginning 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. Submissions, 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 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 the construction of the 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 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/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 LBE/MBE/WBE 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/WBE as a partner may be counted towards the applicable goal only to the extent of the dollar amount that the approved LBE/MBE/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/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 provide a commercially useful function required for the work of the specific solicitation shall be counted toward achievement of the goals. The LBE/MBE/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 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/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 submission of the same by Developer, and such changes shall be deemed to be approved by the UG 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/WBE goals; and the areas of projected subcontracting. Five (5) calendar days 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 LBE/MBE/WBE goals.

2. Developer's Report of Solicitation Results.

Within seven (7) working days after the date set for receipt of proposals by each solicitation issued for Developer for the construction of the Project, the Project Manager shall submit to the UG, on a form provided or approved by the UG, a Report of Solicitation Results (the "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 Proposers (to the extent then available) 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, the Developer or any of its Contractors is intending to award contracts resulting from the solicitation. In addition, with respect to any LBE/MBE/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 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/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 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/WBE participation, where feasible;

vi. Developer is providing 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 histories;

viii. If applicable, 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, or any other organization or persons, as identified by the UG, that provide assistance in the recruitment of LBEs, MBEs and WBEs.

Failure by the Developer to take all of the foregoing actions shall not be determinative that Developer has not used its Best Efforts.

4. Signed Contracts.

Within twenty-one (21) working days of provision of the UG's evaluation of the Report 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/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/WBE consultants will be working on the Project. This written schedule shall be provided to the UG prior to the Closing (as defined in the Agreement).

3. Substitutions, Additions, or Deletions.

Where a substitution for a LBE/MBE/WBE subcontractor must occur after submission of proposals by the Project Manager to the UG, the Project Manager must submit 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/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 the 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 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/WBE businesses;
- C.** assisting with identifying potential LBEs, MBEs, and WBEs and reviewing their qualifications to participate in the Project;
- D.** updating Developer and its agents on current or proposed affirmative action legislation that may affect the 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 subcontractor performance and LBE/MBE/WBE participation on the Project;
- H.** providing advice relative to utilization and compliance matters;
- I.** conducting compliance reviews and audits of LBE/MBE/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, as documented by monthly reports submitted by Developer;
- 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 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. DEVELOPMENT AND PROJECT UTILIZATION PLAN REPORTS.

Developer shall update the Project Utilization Plan quarterly on the forms attached hereto as Attachments B and C or another form provided or approved by the UG and shall include information requested thereon. 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 reviewing Developer's Reports, the UG believes 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 said written determination from the UG, 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 shall have the right to reduce the CID Cap and TIF Cap by an amount equal to two and one-half percent (2.5%) (applied separately to Construction and Professional Services) as the UG's sole and exclusive remedy for such failure. The UG shall also have the right to renegotiate LBE, MBE, and WBE goals for future construction projects.

**UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY,
KANSAS**

LANIER UNITED, LLC

By: _____
David Johnston
County Administrator
Date: _____, 2023

By: _____
Name: _____
Title: _____
Date: _____, 2023

Attachment A

Unified Government

Date: _____

Project Utilization Plan

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

LBE/MBE/WBE Utilization Report

LBE/MBE/WBE - UTILIZATION REPORT											Month, Year
CONSTRUCTION											
APPLICABLE TRADES					Total by Classification		Goal	Actual			
							0.00%	LBE	0.00%		
							0.00%	MBE	0.00%		
							0.00%	WBE	0.00%		
Discipline	Subcontractor/Supplier Name	Original Contract Value	Change In Contract Value	Total Contract (Excluding CCIIP)	\$	%	\$	%	\$	%	Certifying Agency or Local Zip Code
Bid Package #1											
Bid Package #2											
Bid Package #3											
Bid Package #4											
Bid Package #5											
Total Applicable Contract Volume Awarded To Date					\$	%	\$	%	\$	%	
					TOTAL - LBE		TOTAL - MBE		TOTAL - WBE		

Attachment C

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

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RESOLUTION NO. R-____-22

**A RESOLUTION ADOPTING THE AMENDED AND RESTATED
DOWNTOWN CAMPUS DEVELOPMENT AGREEMENT BETWEEN
THE UNIFIED GOVERNMENT AND LANIER UNITED, LLC**

WHEREAS, Lanier United, LLC (“Developer”) desires to design, develop and construct approximately 90,000 square feet of apartments, retail, and conference facilities at or about 510 and 520 Minnesota Avenue, Kansas City, Kansas (the “Project”); and

WHEREAS, the Project is currently included within the Downtown Hotel Community Improvement District (the “CID”) created by the UG by Ordinance No. O-37-13 on June 6, 2013 (the “CID Ordinance”), pursuant to the CID Act; and

WHEREAS, on July 30, 2020, the Unified Government held a public hearing in connection with Developer’s proposed Redevelopment Project Plan for the TIF District (the “Project Plan”), pursuant to the TIF Act. At the conclusion of the public hearing, the Unified Government, pursuant to Ordinance No. O-46-20, approved the Project Plan, which provides, among other things, for the collection of Incremental Sales Tax within the TIF District; and

WHEREAS, the Unified Government and Developer contemplate modifying the TIF District to reflect the revised Project boundaries; and

WHEREAS, the Governing Body has determined that it is advisable to enter into the Amended and Restated Downtown Campus Development Agreement, attached hereto as Exhibit A (the "Development Agreement") with Developer.

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

Section 1. The Governing Body hereby approves the Development Agreement in substantially the form attached hereto.

Section 2. The Mayor, County Administrator and other officials and representatives of the Unified Government, including special counsel, are hereby further authorized and directed to take such actions and to execute any 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.

**ADOPTED BY THE UNIFIED GOVERNMENT BOARD OF COMMISSIONERS
THIS 13th DAY OF APRIL 2023.**

Tyrone Garner
Mayor/CEO

ATTEST:

Unified Government Clerk

APPROVED AS TO FORM:

Chief Counsel

EXHIBIT A

Development Agreement

[To be attached.]