Full Commission Meeting Agenda
Thursday, July 23, 2015
7:00 PM

Location:
Municipal Office Building
701 N 7th Street, Lobby
Kansas City, Kansas 66101
Commission Chambers

Name | Absent
--- | ---
Mayor Mark Holland | ☐
Commissioner Melissa Bynum | ☐
Commissioner Hal Walker | ☐
Commissioner Gayle Townsend | ☐
Commissioner Brian McKiernan | ☐
Commissioner Ann Brandau-Murguia | ☐
Commissioner Harold Johnson Jr. | ☐
Commissioner Mike Kane | ☐
Commissioner Angela Markley | ☐
Commissioner James Walters | ☐
Commissioner Jane Philbrook | ☐

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION GIVEN BY REVEREND KEN NETTLING, FAITH LUTHERAN CHURCH

IV. PLEDGE OF ALLEGIANCE

V. REVISIONS TO JULY 23, 2015 AGENDA

VI. MAYOR’S AGENDA

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

VIII. PUBLIC HEARING AGENDA

IX. STANDING COMMITTEES’ AGENDA
X. ADMINISTRATOR'S AGENDA
XI. COMMISSIONERS' AGENDA
XII. LAND BANK BOARD OF TRUSTEES' AGENDA
XIII. PUBLIC ANNOUNCEMENTS
XIV. ADJOURN

SERGEANT-AT-ARMS: CAPTAIN VICTOR WEBB

VI. MAYOR'S AGENDA

Item No. 1 - PRESENTATION: APPA RP3 AWARD

Synopsis:
Presentation of the American Public Power Association (APPA) Reliable Public Power Provider (RP3) Award, by Don Gray, BPU Manager.
Tracking #: 150205

VII. CONSENT AGENDA

Item No. 1 - ORDINANCE: REMOVE LANDLORD TRAINING REQUIREMENT

Synopsis:
An ordinance relating to residential rental dwellings and the regulating of the issuance of rental dwelling licenses; amending Section 19-237, submitted by Debby Graber, NRC/Rental Licensing.

On July 6, 2015, the Neighborhood and Community Development Standing Committee, chaired by Commissioner Walker, voted unanimously to approve and forward to full commission.
Tracking #: 150134

Item No. 2 - RESOLUTION: BONNER SPRINGS NRP NO. 5

Synopsis:
A resolution adopting an interlocal agreement with the city of Bonner Springs whereby the UG adopts and consents to the city of Bonner Springs Neighborhood Revitalization Plan No. 5, submitted by Ken Moore, Deputy Counsel.
On July 6, 2015, the Economic Development and Finance Standing Committee, chaired by Commissioner McKiernan, voted unanimously to approve and forward to full commission.
Tracking #: 150179

Item No. 3 - ORDINANCE: MERRIAM LANE-COUNTY LINE RD. TO 24TH ST. IMPV.

Synopsis:
An ordinance authorizing the Chief Counsel to institute proceedings to acquire property for the Merriam Lane-County Line Road to 24th Street (CMIP 1052) Improvement Project (KDOT Project No. 105-N-0599-01), submitted by Bill Heatherman, County Engineer.

On November 6, 2014, the commission unanimously adopted R-72-14, declaring the project to be a necessary and valid public improvement and authorizing a survey of land for said project.
Tracking #: 150190

Item No. 4 - RESOLUTION: SET PUBLIC HEARING FOR TURNER WOODS CID

Synopsis:
A resolution setting a public hearing date of August 13, 2015, to consider the creation of a Community Improvement District (CID) for the Turner Woods Project (130 acres south of both I-70 and Riverview Ave., along the SW corridor of the Turner Diagonal), submitted by George Brajkovic, Economic Development Director.

On June 1, 2015, this proposal was presented to the Economic Development and Finance Standing Committee, chaired by Commissioner McKiernan, for information only.
Tracking #: 150203

Item No. 5 - PLAT: KAW POINT INDUSTRIAL PARK

Synopsis:
Plat of Kaw Point Industrial Park located along Fairfax Road next to Kaw Park being developed by NorthPoint and owned by the UG, submitted by Brent Thompson, County Surveyor, and William Heatherman, County Engineer.
Tracking #: 140165
Item No. 6 - PLAT: AZ-ZAHRA CENTER

Synopsis:
Plat of AZ-ZAHRA Center located at 84th and Leavenworth Road being developed by AZ-ZAHRA Center, submitted by Brent Thompson, County Surveyor, and William Heatherman, County Engineer.
Tracking #: 150114

Item No. 7 - PLAT: FAMILY DOLLAR PLACE

Synopsis:
Plat of Family Dollar Place located at 34th and Leavenworth Road and being developed by Triple C Development, submitted by Brent Thompson, County Surveyor, and William Heatherman, County Engineer.
Tracking #: 150118

Item No. 8 - MINUTES

Synopsis:
Minutes from regular session of June 4, 2015.
Tracking #: MINUTES

Item No. 9 - WEEKLY BUSINESS MATERIAL

Synopsis:
Weekly business material dated July 9 and 16, 2015.
Tracking #: WEEKLY BUSINESS MATERIAL

VIII. PUBLIC HEARING AGENDA

IX. STANDING COMMITTEES’ AGENDA
X.  ADMINISTRATOR’S AGENDA

Item No. 1 - RESOLUTION: MOU WITH UFCW

Synopsis:
A resolution authorizing execution of a Memorandum of Understanding (MOU) with the United Food & Commercial Workers (UFCW), District Union Local Two, submitted by Jody Boeding, Chief Counsel. The MOU represents agreement between the UG and public safety dispatchers represented by the UFCW bargaining unit. The term of the MOU is January 1, 2015, through December 31, 2017. The Union has ratified the agreement.

*The terms contained in the agreement have been previously presented to and discussed with the commission in executive session.*

Tracking #: 150206

XI. COMMISSIONERS’ AGENDA

XII. LAND BANK BOARD OF TRUSTEES’ CONSENT AGENDA

Item No. 1 - COMMUNICATION: LAND BANK APPLICATIONS

Synopsis:
Request approval of the following applications, submitted by Chris Slaughter, Land Bank Manager. The Land Bank Board of Trustees has recommended approval.

Applications for yard extension unless noted otherwise
1907 N. 8th St. - Jose Alverez-Aguiniga
820 Stewart Ave. - James Bray, Sr.
81 S. 24th St. - Sebastian Manriquez
1845 N. 24th St. - Ismael Salmeron
717 Garfield Ave. - Rigoberto Funez
1042 Lafayette Ave. - Erika Avila
2444 Farrow Ave. - Shellaine Bradford
*8833 State Ave. - Kevin Pahls & Chris Handlin for commercial

Transfers to Land Bank
1500 N. 5th St. from Unified Government
1512 N. 5th St. from City of Kansas City, KS
1900 N. 8th St. from Unified Government
1901 N. 8th St. from Unified Government
1903 N. 8th St. from Unified Government
1904 N. 8th St. from Unified Government
1905 N. 8th St. from Unified Government
2000 N. 9th St. from Unified Government
2001 N. 9th St. from Unified Government
2004 N. 9th St. from Unified Government
1043 Armstrong Ave. from Unified Government
727 Barnett Ave. from City of Kansas City, KS
504 Everett Ave. from Unified Government
514 Everett Ave. from Unified Government
*645 Minnesota Ave. from Unified Government
*655 Minnesota Ave. from City of Kansas City, KS
1001 Minnesota Ave. from Unified Government
509 Oakland Ave. from Unified Government
512 Oakland Ave. from Unified Government
517 Oakland Ave. from Unified Government
521 Oakland Ave. from Unified Government
826 Ohio Ave. from Unified Government
808 Splitlog Ave. from Unified Government
*632 State Ave. from Unified Government
522 Washington Blvd. from Unified Government

(Per the December 2014 NCD Standing Committee meeting, property controlled by the UG/City of KCK & Board of County Commissioners that are delinquent will be transferred to the Land Bank to have delinquent property taxes abated.)

* Properties with an improvement

*On July 6, 2015, the Neighborhood and Community Development Standing Committee, chaired by Commissioner Walker, voted unanimously to approve and forward to the Land Bank Board of Trustees.*

Tracking #: 150173

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**XIII. PUBLIC ANNOUNCEMENTS**

**XIV. ADJOURN**
Hi all, it was determined at yesterday’s meeting that Don Gray will present the **APPA Reliable Public Power Provider (RP3)** award at the July 23 Commission Meeting. Could you please have this item put on the agenda for that date?

CHRIS MAY

**ADMINISTRATIVE ASSISTANT-GENERAL MANAGEMENT**

540 Minnesota Avenue, Kansas City, Kansas 66101

913.573.9025

**KANSAS CITY BPU**

**THE POWER OF COMMUNITY**
Item Description:

After many discussions that included The Housing Taskforce, Liveable Neighborhoods Task Force, and Neighborhood Leaders is was decided that time and efforts would be better spent on other areas that would benefit Rental Licensing Division and the Unified Government as a whole so we are asking that Sec 19-237 (9) Landlord Training be removed from the ordinance.

Sec. 19-237 - Licensing standards:

(9) Within one year after May 1, 2015, the owner of any residential rental property and, if applicable, the designated property agent of any residential rental property, shall successfully complete a landlord training class as designated and approved by the public officer. After April 30, 2016, all applicants for a residential rental license or the renewal of the same shall have successfully completed the landlord training class prior to the issuance or renewal of a license.

Successful completion of the landlord training class requires the achievement of a 70 percent score on any attendant examination.

Action Requested:

Approval

Publication Required

Budget Impact: (if applicable)

Amount: $0

Source:

☐ Included In Budget

☑ Other (explain)  Policy action by Commission.
An ordinance relating to residential rental dwellings and the regulating of the issuance of rental dwelling licenses; amending Section 19-237; and repealing original Section 19-237(9).

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

Section 1. That Section 19-237 be and is hereby amended to read as follows:

The following minimum standards and conditions shall be met in order to hold a rental dwelling license under this article. Failure to comply with any of these standards and conditions shall be adequate grounds for the denial, refusal to renew, revocation, or suspension of a rental dwelling license.

(1) The licensee or applicant shall have provided all application information as provided in Sec. 19-229 and have paid the required license fee.

(2) Rental dwelling units shall not exceed the maximum number of dwelling units permitted by this Code.

(3) No rental dwelling or rental dwelling unit shall be overoccupied or illegally occupied in violation of this Code or any other code as adopted by this Code in Chapter 8.

(4) The rental dwelling shall not have been used or converted to rooming units in violation of this Code.

(5) The rental dwelling shall not be under condemnation as hazardous or unfit for human habitation under this Code or state law.

(6) The owner shall not suffer or allow weeds, vegetation, junk, debris, or rubbish to accumulate repeatedly on the exterior of the premises so as to create a nuisance condition under chapter 8.

(7) The rental dwelling shall not have delinquent real estate taxes due and owing. For purposes of this article, a rental dwelling is considered delinquent in the payment of taxes when all appeals rights under the applicable state statutes have been exhausted and the county treasurer causes to be published a notice listing the rental dwelling as subject to sale to be held on or after the first Tuesday of September following publication of the notice under K.S.A. 79-2303. For purposes of this article, a rental dwelling shall not be considered delinquent in the payment of real estate taxes when the owner has entered into an agreement with the unified government treasurer’s office allowing partial payments of delinquent real estate taxes for the rental dwelling and is not in default of that agreement.

(8) The rental dwelling shall be in compliance with all applicable provisions set forth in chapter 27.

(9) Within one year after May 1, 2015, the owner of any residential rental property and, if applicable, the designated property agent of any
residential rental property, shall successfully complete a landlord training class as designated and approved by the public officer. After April 30, 2016, all applicants for a residential rental license or the renewal of the same shall have successfully completed the landlord training class prior to the issuance or renewal of a license. Successful completion of the landlord training class requires the achievement of a 70 percent score on any attendant examination.

Section 2. That said original Section 19-237(9) is hereby repealed.

Section 3. This ordinance shall take effect and be in full force from and after its passage, approval, and publication in the Wyandotte Echo.

PASSED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS,

THIS _____ DAY OF _____________________, 2015.

________________________________________
Mark Holland, Mayor/CEO

Attest:

________________________________________
Unified Government Clerk

Approved As To Form:

________________________________________
Colin Welsh, Assistant Counsel
The City of Bonner Springs has adopted Neighborhood Revitalization Plan No. 5 by Ordinance No. 2401; and by Resolution No. 2015-06 authorized execution of Interlocal Agreements with the other various taxing entities to participate in the Plan. Participation in the Plan would authorize the rebate of the County portion of property taxes pursuant to the Plan provisions. The UG also administers the Plan and receives a fee.

The below supporting documents are included:
1. Cover letter from Mayor Harrington, Plan 5 Overview, proposed Interlocal Agreement.
2. Bonner springs NRA Plan 5
3. Resolution authorizing UG participation and execution.

Action Requested:
Adopt Resolution

Publication Date: 7/31/2015

Budget Impact: (if applicable)
Amount: $
Source:
- [ ] Included In Budget
- [ ] Other (explain)
June 2, 2015

Mark Holland
Mayor/CEO
Unified Government of Wyandotte County/Kansas City Kansas
701 North 7th Street
Kansas City, KS 66101

RE: Inter-local Agreement for City of Bonner Springs Neighborhood Revitalization Property Tax Rebate Plan 5 (NRP 5)

Dear Mayor Holland:

On behalf of the City of Bonner Springs, I would like to request to appear before the Board of County Commissioners on either June 25 or July 23, 2015 to make a presentation to seek their approval of an Inter-local Agreement for the City’s Neighborhood Revitalization Property Tax Rebate Plan 5.

On May 26, 2015, the Bonner Springs City Council adopted a new NRP 5, which becomes effective September 1, 2015. I have enclosed a copy of the ordinance that created the new plan and a copy of a resolution that authorized the execution of an Inter-local Agreement with the Unified Government of Wyandotte County/Kansas City Kansas. The county is a taxing jurisdiction affected by the tax rebate plan and it is necessary to obtain the County Commission’s approval for the Inter-local Agreement.

The City currently has NRP 3 and NRP 4 in place, both of which expire August 31, 2015. Because the programs have been so successful to meet the City’s needs, we desire to continue the program with some modifications for another five years. Information is enclosed on Table 1 that provides a comparison between the existing NRP 3 and 4 and the new NRP 5.

Upon approval, please date, sign and return three copies to Amber McCullough, City Clerk, City of Bonner Springs, P O Box 38, Bonner Springs, KS 66012. After final approval by the Attorney General, an approved original will be mailed to you.

I look forward to presenting the City’s request to the Board of County Commissioners. Please contact Amber McCullough, 913-667-1716, to confirm the date, time and location.

Sincerely,

Jeff Harrington
Mayor

Enclosures
Overview of Neighborhood Revitalization Property Tax Rebate Plan 5

The Neighborhood Revitalization Property Tax Rebate Plan 5 (NRP 5) provides the opportunity for property owners to receive a rebate on a portion of the increment in property taxes for five (5) years as a result of property improvements. (K.S.A. 17,114 et seq.) The purpose of NRP 5 is to encourage rehabilitation of existing properties and new construction of housing, commercial and industrial structures within designated areas of the city (see enclosed NRP 5 map).

The City's current plans, NRP 3 and NRP 4, expire August 31, 2015, so NRP 5 would become effective September 1, 2015. See enclosed Table 1 for a comparison of the plans.

The program refunds a portion of property taxes that would otherwise be paid on the actual value added to a property due to a qualified improvement. The rebate only applies to additional taxes that result from an increase in assessed value due to an improvement. The base tax relates to the assessed value on the property prior to an improvement and is not included in the rebate amount. As a rule, general maintenance repairs generally do not increase the assessed value, unless there are several major repairs completed at the same time.

Highlighted Eligibility Criteria for NRP 5 are:

- Participants must pay their full property taxes before the amount that is eligible for the rebate is refunded by the county.
- Real estate taxes on the property must be current. If a taxpayer is 90 days delinquent in the payment of property taxes twice during the term the property is eligible for the rebate, any remaining eligibility is terminated.
- New single-family structures must be owner occupied.
- Duplex units are eligible whether they are owner occupied or rental property.
- New single-family residential, commercial or industrial improvements must appraise at a minimum of $170,000.
- New duplex and multi-family residential improvements must appraise at a minimum of $200,000.
- Rehabilitation of residential properties must increase the assessed value by 5%.
- Rehabilitation of commercial and industrial properties must increase the assessed value by 15%.
- Senior housing tax credit projects must be for individuals 55 years of age or older.
- New single-family residential structures must be constructed on an existing platted subdivision lot or on a platted lot of record not to exceed one-half acre in size.

Inter-local Agreements for NRP 5 are necessary with each Bonner Springs taxing jurisdiction for (1) adoption of the plan, (2) administration of the plan by the Unified Government and retention of a 5% administrative fee and (3) termination and modifications of the plan.
<table>
<thead>
<tr>
<th>Items</th>
<th>Plan 3</th>
<th>Plan 4</th>
<th>Proposed Plan 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rebate Amount – single-family, duplex, multi-family, commercial, industrial</td>
<td>75% - 2 years 50% - 3 years</td>
<td>75% - 2 years 50% - 3 years</td>
<td>75% for 5 years</td>
</tr>
<tr>
<td>Rebate Amount - senior housing tax credit projects</td>
<td>NA</td>
<td>NA</td>
<td>50% for 10 years</td>
</tr>
<tr>
<td>Minimum Investment – new construction for single family, commercial, industrial</td>
<td>$140,000</td>
<td>140,000</td>
<td>$170,000</td>
</tr>
<tr>
<td>Minimum Investment – New construction for multifamily and duplex</td>
<td>$140,000 No duplex allowed</td>
<td>$140,000 No duplex allowed</td>
<td>$200,000 Duplex allowed</td>
</tr>
<tr>
<td>Minimum Investment – Rehab for single family, duplex, multi family</td>
<td>NA – new construction only</td>
<td>5% of appraised value</td>
<td>5% of appraised value</td>
</tr>
<tr>
<td>Minimum Investment – Rehab for commercial and industrial</td>
<td>NA – new construction only</td>
<td>15% of appraised value</td>
<td>15% of appraised value</td>
</tr>
<tr>
<td>Lot size - single-family residential structures only</td>
<td>NA</td>
<td>NA</td>
<td>Rebate available only on lots in platted subdivisions or on platted lots of record not to exceed one-half acre in size.</td>
</tr>
</tbody>
</table>
CITY OF BONNER SPRINGS INTERLOCAL AGREEMENT

Neighborhood Revitalization Plan No. 5
Unified Government of Wyandotte County/Kansas City, Kansas

THIS INTERLOCAL AGREEMENT (hereinafter referred to as “Agreement”) entered into this _____ day of ____________, 2015, by and between the City of Bonner Springs, a duly organized municipal corporation hereinafter referred to as “City” and Unified Government of Wyandotte County/Kansas City, Kansas hereinafter referred to as “Unified Government”.

WHEREAS, K.S.A. 12-2904 allows public agencies to enter into interlocal agreements to jointly perform certain functions including economic development; and

WHEREAS, all parties are pursuant to K.S.A. 12-2903 public agencies, capable of entering into interlocal agreements; and

WHEREAS, K.S.A. 12-17,114 et seq. provides a program for neighborhood revitalization and further allows for the use of interlocal agreements between municipalities to further neighborhood revitalization; and

WHEREAS, the City of Bonner Springs did adopt Ordinance No. 2401 on May 26, 2015, whereby the City adopted the Neighborhood Revitalization Plan No. 5 pursuant to the provisions of K.S.A. 12-17,114 et seq.; and

WHEREAS, it is the desire and intent of the parties hereto to provide the maximum economic development incentive as provided for in K.S.A. 12-17,119 by acting jointly.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HERIN THE PARTIES AGREE AS FOLLOWS:

1. Adoption of Plan. The Unified Government hereby adopts and consents to the Neighborhood Revitalization Plan No. 5 as adopted by the City of Bonner Springs. The parties further agree the Neighborhood Revitalization Plan No. 5 as adopted will not be amended without approval of the parties except as may be necessary to comply with applicable state law or regulation.

2. Administration. The parties further agree that the Unified Government of Wyandotte County/Kansas City, Kansas, “Unified Government” shall administer the Neighborhood Revitalization Plan No. 5 as adopted by each party on behalf of the signatory parties. The Unified Government shall create a Neighborhood Revitalization Fund pursuant to K.S.A. 12-17,118 for the purpose of providing rebates as outlined in the Plan. Any increment in property taxes received by the Unified Government resulting from qualified improvements to property pursuant to the Neighborhood Revitalization Plan No. 5 shall be credited to the Unified Government’s Neighborhood Revitalization Fund. The Unified Government is authorized to retain an administration fee of 5% of said increment and to distribute rebates in accordance with the Plan following the adoption of this Agreement, including any tax increment received for the 2020 tax year but not received or payable until 2021.
3. Expiration & Modification. This Agreement shall expire December 31, 2020. The parties agree to undertake a periodic review of the Neighborhood Plan No. 5 to determine any needed modifications. The parties agree that any party may terminate this Agreement prior to December 31, 2020, by providing thirty (30) days advance written notice, provided however; any applications for tax rebate submitted prior to termination shall, if approved, be considered eligible for the duration of the rebate period.

IN WITNESS WHEREOF, the parties have herewith executed this Agreement as of the date and year first above written.

Amber McCullough, City Clerk

Jeff Harrington, Mayor

Unified Government of Wyandotte County/Kansas City,
Kansas

Mark R. Holland, Mayor/CEO

Attest:

Bridgette Cobbins, Unified Government Clerk

Approved this ______ day of ____________, 2015, by the Attorney General of the State of Kansas.

Kansas Attorney General
ORDINANCE NO. 2401

An Ordinance of the City of Bonner Springs Adopting Neighborhood Revitalization Plan No. 5 and Designating Neighborhood Revitalization Areas all as Provided by the Neighborhood Revitalization Act, K.S.A. 12-17,114 et seq.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BONNER SPRINGS, KANSAS:

Section 1: The City Council of the City of Bonner Springs conducted a public hearing on Monday, May 26, 2015, at 7:30 p.m. to hear and consider public comment on the Neighborhood Revitalization Plan No. 5 as required by K.S.A. 12-17,117(c).

Section 2: Neighborhood Revitalization Plan No. 5 - The City Council of the City of Bonner Springs does hereby adopt the Neighborhood Revitalization Plan No. 5 prepared by the City of Bonner Springs by reference as if fully set forth herein as provided for by K.S.A. 12-17,117(a).

Section 3: Designation of Neighborhood Revitalization Areas - Pursuant to K.S.A. 12-17,116, the City Council of the City of Bonner Springs hereby designates the following described property as the neighborhood revitalization areas which by reason of the presence of a substantial number of one or more of the following conditions: deteriorated or deteriorating structures, defective or inadequate streets, incompatible land use relationships, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, or a combination of such factors, substantially impairs or arrested the sound growth of the municipality, retards the provision of housing accommodations or constitutes an economic liability and finds that in said areas redevelopment is necessary to protect the public health, safety or welfare of the residents of the City of Bonner Springs.

The Neighborhood Revitalization Areas are described as follows: A perimeter legal description of the area in Plan No. 5, a revitalization area in Bonner Springs, Kansas:

All that part of “The Resurvey of The Lake of The Forest Club” subdivision located in Section 27, Township 11 South, Range 23 East, recorded in Wyandotte County, Kansas Plat book 20, Page 29, in Bonner Springs, Wyandotte County, Kansas.

Also: All of Section 29, Township 11 South, Range 23 East lying West of the present location of Kansas State Route 7 (K-7), all in Bonner Springs, Wyandotte County, Kansas.

Also: The North 1/2 of Section 32, Township 11 South, Range 23 East, lying Northwesterly of the present location of the Kansas River and the SW 1/4 of said Section lying North of the present location of Wolf Creek and West of the present location of the Kansas River, all in Bonner Springs, Wyandotte County, Kansas.

Also: That part of the Northeast 1/4 of Section 31, Township 11 South, Range 23 East, lying North and East of the present location of Wolf Creek, that portion of the SE 1/4 of said Section lying North of the present location of Wolf Creek, the West 1/4 of the NW 1/4, and Parcels #105-049-31-0-20-01-006.00-0, #105-049-31-0-20-01-002.00-0, #105-049-31-0-20-01-001.00-0 located in the NW 1/4 of said Section 31, all in Bonner Springs, Wyandotte County, Kansas.

Also: All of Section 30, Township 11 South, Range 23 East, all in Bonner Springs, Wyandotte County, Kansas.

Also: All that portion of Section 19, Township 11 South, Range 23 East, lying East of the present location of South 138th Street, all in Bonner Springs, Wyandotte County, Kansas.

Also: All of that portion of Section 20, Township 11 South, Range 23 East, lying West of the present location of Kansas State Route 7 (K-7), all in Bonner Springs, Wyandotte County, Kansas.
RESOLUTION NO. 2015-06

A Resolution of the City of Bonner Springs, Kansas Authorizing the Execution of Interlocal Agreements with the Unified School District No. 204, Kansas City Kansas Community College and the Unified Government of Wyandotte County and Kansas City, Kansas Relating to Neighborhood Revitalization Plan No. 5

WHEREAS, the City of Bonner Springs, Kansas, adopted Neighborhood Revitalization Plan No. 5 pursuant to Ordinance No. 2401.

WHEREAS, the Governing Body seeks to enter into Interlocal Agreements with the above parties in order to provide for their consent to Neighborhood Revitalization Plan No. 5.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BONNER SPRINGS:

1. AUTHORIZATION. The Mayor and City Clerk are hereby authorized to execute, on behalf of the City of Bonner Springs, Interlocal Agreements between the City and Unified School District No. 204, Kansas City Kansas Community College, and the Unified Government of Wyandotte County/Kansas City, Kansas, signifying said parties consent to and adoption of the Neighborhood Revitalization Plan No. 5 as set forth in Ordinance No. 2401.

Approved by the City Council and Signed by the Mayor on Monday, May 26, 2015.

[Signature]
Jeff Harrington, Mayor

ATTEST:
Amber McCullough, City Clerk

[SEAL]
CITY OF BONNER SPRINGS
NEIGHBORHOOD REVITALIZATION PLAN NO. 5

ADOPTED: May 26, 2015

ORDINANCE NO. 2401
CITY OF BONNER SPRINGS
Neighborhood Revitalization Plan No. 5

SECTION I: PURPOSE

This Plan is intended to promote and encourage development, particularly large housing subdivisions, senior housing and commercial development in the areas generally described as:

(1) The Lei Valley subdivision
(2) The Whispering Woods subdivision
(3) Canaan Center/Riverview Crossing
(4) The area bounded by Metropolitan, K-7, 134th street and I-70
(5) The area bounded by State Avenue, K-7 and 130th Street
(6) The area bounded by K-7, K-32, 142nd Street, Woodend and Wolf Creek
(7) 134th Street from Kansas Avenue to Riverview
(8) The area bounded by Metropolitan, 138th Street, Kansas Avenue and 134th Street
(9) The area south of Whispering Woods subdivision
(10) The area north of Whispering Woods subdivision from Morse to 142nd Street

all in Bonner Springs through the rehabilitation, conservation or redevelopment of the areas in order to protect the public health, safety or welfare of the residents of the City. Certain incentives will be used for the acquisition and/or the removal of abandoned structures and a tax rebate incentive will be available for certain improvements within the Area.

In accordance with the provisions of KSA 1996 Suppl, 12-17,114, et .seq., the City Council held a public hearing and considered the existing conditions and alternatives with respect to the designated areas, the criteria and standards for a tax rebate and the necessity for interlocal cooperation among the other taxing units. Accordingly, the Council carefully reviewed, evaluated and determined the areas meet one or more of the conditions to be designated as a "neighborhood revitalization area".

SECTION II: ASSESSED VALUATION OF REAL PROPERTY

The assessed valuation of the real estate contained in the Plan is listed for each parcel, for land and building values separately, and is incorporated as part of the plan as Exhibit A. The total assessed valuation for the parcels contained in the defined plan area is:

Plan No. 5
Land $ 32,636,805
Improvements $ 82,267,162
Total Assessed Valuation $ 114,903,967
SECTION III
LEGAL DESCRIPTIONS AND MAP OF
REVITALIZATION PLAN

Legal Description and Map of Revitalization Plan Attached as Exhibits B and C
SECTION IV
LISTING OF OWNERS OF RECORD IN AREA

Each owner of record of each parcel of land is listed together with the corresponding address and is attached to this plan as Exhibit A.

SECTION V
ZONING CLASSIFICATIONS AND FUTURE LAND USE MAP

Zoning Classifications:

- A-1 Agricultural District
- R-S Suburban Residential District
- R-1 Single-Family Residential District
- R-1A Residential Special District
- R-2 Duplex Residential District
- R-3 Multi-Family Residential District
- M-H Manufactured Home Subdivision District
- M-P Manufactured Home Park District
- MX Mixed Use District
- C-1 Commercial Business District
- C-2 General Business District
- C-S Highway Business District
- P Planned District
- I-1 Light Industrial District
- I-2 Heavy Industrial District

Future Land Use Map: Attached as Exhibit D.
SECTION VI: EXPANSION OR CAPITAL IMPROVEMENTS PLANNED & MUNICIPAL SERVICES PROVIDED FOR THE AREAS

Public Safety
Replace & Maintain Fire Equipment
Ongoing Fire Hydrant Replacement Program
Ongoing Police Protection Services
Ongoing EMS Services

Community Projects/Services
Provide Tiblow Transit Transportation Program
Operation of Cemetery
Operation of City Library
Operation of Senior Center
Snow Removal and Equipment Replacement
Street Lighting Program

Transportation-Streets
Annual Street Maintenance Program & Mill & Overlay Program
Reconstruction of 138 Street – K-32 to Kansas Avenue
Reconstruction of Front Street – Cedar to K-7 Bridge
Construction of Nettleton Avenue Extension from K-7 North of End of Nettleton Avenue south of Kansas Avenue
Directional/Attraction Signing for Municipal Services, Local Businesses and Events
Street Construction for New Developments

Transportation - Signals
Continued Maintenance of Existing Signal Locations
Complete Installation of Emergency Pre-emption System at all Signal Locations
K-7/I-70 Traffic Signal Geometric Improvements

Transportation Bridges
Complete Annual Bridge Inspections as Necessary and Perform Maintenance as Needed
Construct new Spring Creek Bridge Structure on K-32 Highway as part of the K-32 (Kump) Reconstruction Project

Stormwater
Maintain Federal Emergency Management Flood Insurance Program
Continue Enforcement of Stormwater Detention and Soil Erosion for New Development
Complete defined Storm Water Improvements using funds received from the Storm Water Utility Fund
Comply with all regulations in compliance in NPDES Phase II
Storm Water Inlet Annual Cleaning/Maintenance

Parks and Recreation
Continue Operation of Aquatic Center
Continue Operation of Community Center
Continue Operation of Summer Recreation Program
Continue Operation of Summer Ball Program
Continue Operation of City Public Parks
Continue and Improve Parks & Recreation Programs

3
Add New Walking/Pedestrian Trails and Maintain Existing Trails  
Complete Parks Improvements defined in the Park Master Plan completed in 2008 

**Water Pollution Control**  
Continue Operation of Wastewater Utility  
Ongoing Sanitary Sewer (SS) System Maintenance  
Pipeline Rehabilitation using Slip-Lining Technology  
Wastewater Plant Upgrades  
Construction of New Sanitary Sewer Interceptor Pipelines  
Manhole Rehabilitation/Replacements  
Maintain & Upgrade Lift Stations  

**Public Water Supply Projects**  
Water Treatment Plant (WTP) Upgrades and Improvements  
Ongoing Water Utility Maintenance Including Meter Replacement  
Control Water Loss – Identify and Repair Water Leaks  
Water Well and Water Storage Facility Maintenance  
Install New Transmission Waterline from Water Treatment Plant to Cornell and Morse Avenue  
Replace Older Waterlines  
Construct Pressure Control Facilities to Improve Pressure Reliability
SECTION VII: STATEMENT SPECIFYING ELIGIBILITY REQUIREMENTS FOR A TAX REBATE - NEW CONSTRUCTION

A. Residential Improvements:

New single family dwelling structures, owner occupied, as may be permitted by the Zoning Ordinance, are eligible for rebate provided the value of the improvement is appraised at $170,000 or more. New single family rental dwelling structures are not eligible for the rebate.

A recorded contract for deed or an affidavit of interest for a single family dwelling unit will be eligible for a tax rebate. Builders of single family speculative dwelling units will be eligible for the rebate.

Rehabilitation of residential structures must increase the appraised value by 5%.

Construction of new multi-family and duplex dwelling structures only within the Neighborhood Revitalization Area are eligible for rebate provided the value of the improvement is appraised at $200,000 or more.

New Senior Housing Tax Credit Projects for individuals 55 years of age or older within the Neighborhood Revitalization Area are eligible for rebate.

New single-family residential structures must be constructed on an existing platted subdivision lot or on a platted lot of record not to exceed one-half acre in size.

Duplex units may be owner occupied or rental property.

3. Commercial Improvements:

New construction of any office and institution, or commercial structure(s), as may be permitted by the Zoning Ordinance, may be eligible for the rebate provided the value of the new improvement is appraised at $170,000 or more.

Rehabilitation of commercial structures must increase the appraised value by 15%.

C. Industrial Improvements:

New construction of any industrial structure located only in the Neighborhood Revitalization Areas, as may be permitted by the Zoning Ordinance, may be eligible for the rebate, provided the value of the new improvement is appraised at $170,000 or more.

Rehabilitation of industrial structures must increase the appraised value by 15%.
SECTION VIII: CRITERIA FOR DETERMINATION OF ELIGIBILITY

1) Construction of an improvement must have begun on or after September 1, 2015, the effective date of designation of Neighborhood Revitalization Plan No. 5 by the City.

2) All improvement projects constructed pursuant to a building permit issued and an application for tax rebate filed on or after September 1, 2015, may be eligible for a rebate under Neighborhood Revitalization Plan No. 5 created by City Ordinance No. 2401, dated May 26, 2015.

3) An application for rebate shall be filed with the issuance of a building permit or filed no later than thirty (30) days from the date of the issuance of a building permit. If the application is not submitted at the time of the issuance of the building permit, then the application must be submitted at such time and in said manner as to allow the County Appraiser to accurately ascertain the base value of the property prior to the improvement. If the County Appraiser is unable to ascertain a base value prior to the improvement, the said property shall not be eligible for the Neighborhood Revitalization Plan rebate. The City Manager is authorized to extend the application period for just cause.

4) The improvements must conform with the Comprehensive Land Use Plan and the Zoning Ordinance in effect at the time the improvements are made.

5) The new improvements must conform with all other applicable codes, rules, and regulations in effect at the time the improvements are made, and for the length of the rebate or the rebate may be terminated.

6) If the taxpayer is ninety (90) days delinquent in the payment of property taxes twice during the term the property is eligible for the rebate, any remaining eligibility shall be terminated.

7) The Neighborhood Revitalization Plan shall not be used in conjunction with any other tax incentive unless approved by the City Council.

8) New single family, commercial and industrial property improvements must be appraised at $170,000 or above to be eligible for the rebate.

9) New multi-family or duplex residential property improvements must be appraised at $200,000 or above to be eligible for the rebate.

10) Residential rehabilitation must increase the appraised value by 5%. Commercial and industrial rehabilitation must increase the appraised value by 15%.

11) Senior housing tax credit projects must be for individuals 55 years of age or older.

12) Lot Size: New single-family residential structures must be constructed on an existing platted subdivision lot or on a platted lot of record not to exceed one-half acre in size.

13) Duplex units may be owner occupied or rental property.
SECTION IX: CONTENTS OF APPLICATION FOR TAX REBATE

Part I - General Information

a) Owner's Name.
b) Owner's Mailing Address.
c) School District No.
d) Parcel I.D. No.
e) Building Permit No.
f) Address of Property.
g) Legal Description of Property.
h) Day Phone Number.
i) Proposed Property Use.
j) Improvements.
k) Estimated Date of Completion.
l) Estimated Cost of Improvements.
m) List of Buildings Proposed to be or actually demolished.
n) County Appraiser's Statement of Assessed Valuation.

Commencement of Construction

a) Date of commencement of construction.
b) Estimated date of completion of construction.

Part 2 - Status of Construction/Completion

a) Incomplete project as of January 1 following commencement.
b) Complete project as of January 1 following commencement.
c) County Appraiser's Statement of Minimum Value for Improvements Test.
d) County Clerk's Statement of Tax Status.
e) Planning Department Statement of Application Conformance for Tax Rebate.
SECTION X: APPLICATION PROCEDURE

1) The applicant shall obtain an Application For Tax Rebate from the Planning Department or the Codes Department concurrent with obtaining a building permit application.

2) The applicant shall complete and sign PART I of the application, sign the second page of the Application and Rules for Determination of Eligibility and file the original with the Planning Department at the time of issuance of a building permit or filed no later than thirty (30) days from the date of issuance of a building permit. If the application is not submitted at the time of issuance of the building permit, then the application must be submitted at such time and in said manner as to allow the County Appraiser to accurately ascertain the base value of the property prior to the improvement. If the County Appraiser is unable to ascertain a base value prior to the improvement, the said property shall not be eligible for the Neighborhood Revitalization Plan rebate. The City Manager is authorized to extend the application period for just cause.

3) The Planning Department shall forward the application to the County Appraiser’s Office for determination of the assessed valuation of the improvements.

4) On January 1, the County Appraiser shall conduct an on-site inspection of the construction records and determine the new valuation of the real-estate and shall complete his portion of the application and shall report the new valuation to the Unified Government Clerk by June 1. The tax records on the project shall be revised by the Unified Government Clerk’s Office.

5) Upon determination by the Appraiser’s office that the improvements meet the minimum value for improvements test for rebate and the Unified Government Clerk’s office has determined the status of the taxes on the property, the Planning Department shall certify to the Unified Government Clerk the project and application does or does not meet the requirements for a tax rebate and shall notify the applicant.

6) The improvements shall not become a part of the program until the Unified Government Appraiser’s Office is notified by the Planning Department that a Certificate of Occupancy was issued.

7) Upon the payment of the real estate tax for the subject property for the initial and each succeeding tax year period extending through the specified rebate period, and within a thirty (30) day period following the date of tax distribution by the Unified Government to the other taxing units, a tax rebate in the amount of the tax increment (less an administrative fee as specified in the Interlocal Agreement) be made to the property owner paying the tax. The tax rebate shall be made by the Unified Government Treasurer through the Neighborhood Revitalization Fund established in conjunction with the City of Bonner Springs and the other taxing units participating in an Interlocal Agreement. The City Finance Department shall make periodic reports on the tax rebate program to the City Council and other taxing units accordingly.

The Planning Department shall inform the Unified Government Clerk and City Financial Department thirty (30) days prior to the expiration of the final rebate period for each property receiving a tax rebate.
SECTION XI: STANDARDS AND CRITERIA FOR REVIEW

A. Criteria:

1) Construction of an improvement must have begun on or after September 1, 2015, the effective date of designation of the neighborhood revitalization area by the City. Any improvement project constructed pursuant to a building permit issued and an application for tax rebate filed on or after September 1, 2015, may be eligible for a rebate under the Neighborhood Revitalization Program No. 5 created by City Ordinance No. 2401.

2) An application for rebate shall be filed at the time of issuance of a building permit or filed no later than thirty (30) days from the date of issuance of a building permit. If the application is not submitted at the time of the issuance of the building permit, then the application must be submitted at such time and in said manner as to allow the County Appraiser to accurately ascertain the base value of the property prior to the improvement. If the County Appraiser is unable to ascertain a base value prior to the improvement, the said property shall not be eligible for the Neighborhood Revitalization Plan rebate. The City Manager is authorized to extend the application period for just cause.

3) The improvements must conform with the Comprehensive Land Use Plan and Zoning Ordinance in effect at the time the improvements are made.

4) The new improvements on property must conform with all other applicable codes, rules, and regulations in effect at the time the improvements are made, and for the length of the rebate or the rebate may be terminated.

5) If the taxpayer is ninety (90) days delinquent in the payment of property taxes twice during the term the property is eligible for the rebate, any remaining eligibility will be terminated.

6) The Neighborhood Revitalization Plan shall not be used in conjunction with any other tax incentive unless approved by the City Council.

7) The cost of new single family residential, commercial or industrial improvements is appraised at $170,000 or more.

8) The cost of new multi-family and duplex residential improvements is appraised at $200,000 or more.

9) Rehabilitation of single-family residential and multi-family units must increase the appraised value by 5% to be eligible for a rebate. The rebate applies only to the additional taxes resulting from the increase in the appraised value of the property due to the improvement.

10) Rehabilitation of commercial or industrial buildings must increase the appraised value by 15% to be eligible for a rebate. The rebate applies only to the additional taxes resulting from the increase in the appraised value of the property due to the improvement.

11) Senior housing tax credit projects must be for individuals 55 years of age or older.

12) Lot Size: New single-family residential structures must be constructed on an existing platted subdivision lot or on a platted lot of record not to exceed one-half acre in size.

13) Duplex units may be owner occupied or rental property.
B. Residential:

New single family dwelling structures, owner occupied, as may be permitted in the Zoning Ordinance are eligible for rebate provided the value of the new improvement is appraised at $170,000 or more. New single family rental dwelling structures no matter where constructed are not eligible for the rebate.

Construction of new multi-family or duplex dwelling structures are eligible for rebate provided the value of the new improvement is appraised at $200,000 or more.

A recorded contract for deed or an affidavit of interest for a single family dwelling unit will be eligible for a tax rebate. Builders of single family speculative dwelling units will be eligible for the rebate.

Residential rehabilitation must increase the appraised value by 5%.

C. Commercial Improvements:

New construction of any office and institution, or commercial structure(s) as may be permitted by the Zoning Regulations may be eligible for the rebate provided the value of the new improvement is $170,000 or more.

Commercial rehabilitation must increase the appraised value by 15%.

D. Industrial Improvements:

New construction of any industrial structure permitted by the Zoning Regulations may be eligible for the rebate, provided the value of the new improvement is appraised at $170,000 or more.

Industrial rehabilitation must increase the appraised value by 15%.

The Planning Department shall have the authority and discretion to approve or reject applications based upon the foregoing criteria. The Planning Department shall file a report with the City Administration and City Council identifying the basis for denying said application. The owner/applicant shall have the right to appeal said determination with the City Council.
SECTION XII: STATEMENT SPECIFYING REBATE FORMULA

Program Period:

The Neighborhood Revitalization Plan No. 5 and tax rebate incentive program adopted by Ordinance No. 2401 on May 26, 2015 shall expire on December 31, 2020. The program will be reviewed periodically and the Council may consider modifications and extensions.

Rebate Period and Amount:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rebate Amount</th>
<th>Rebate Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Residential – New &amp; Rehabilitation</td>
<td>75%</td>
<td>5 Years</td>
</tr>
<tr>
<td>Multi-Family and Duplex – New &amp; Rehabilitation</td>
<td>75%</td>
<td>5 Years</td>
</tr>
<tr>
<td>Commercial and Industrial – New &amp; Rehabilitation</td>
<td>75%</td>
<td>5 Years</td>
</tr>
<tr>
<td>Senior Housing Tax Credit Projects</td>
<td>50%............</td>
<td>10 Years</td>
</tr>
</tbody>
</table>

Notes:

1) The value of the new improvement shall be appraised at $170,000 or more for single family, commercial and industrial.
2) The value of the new improvement shall be appraised at $200,000 or more for multifamily or duplex.
3) Senior Housing Tax Credit Projects must be for individuals 55 years of age or older.
4) Duplex units may be owner occupied or rental property.
5) New single-family residential structures must be constructed on an existing subdivision lot or on a platted lot of record not to exceed one-half acre in size.
6) Single family and multifamily residential rehabilitation must increase the appraised value by 5%.
7) Commercial & industrial rehabilitation must increase the appraised value by 15%.
8) 5% to remain in the Unified Government Neighborhood Revitalization Fund to cover administrative costs.
SECTION XIII: Statement of Findings

1. John Helin, hereby certify that the Neighborhood Revitalization Area as designated by the City Council, City of Bonner Springs, Kansas, contains the following conditions: deteriorated or deteriorating structures; defective or inadequate streets; incompatible land use relationships; faulty lot layout in relation to size, adequacy, accessibility, or usefulness; unsanitary or unsafe conditions; deterioration of site or other improvements; or a combination of such factors substantially impairs or retards the sound growth of the municipality, retards the provision of housing accommodations or constitutes an economic liability.

That the U.S. Bureau of the Census Report, 2010, together with the User Defined Area Profile sets forth both quantitatively and qualitatively a detailed description of the physical and social conditions that are present in the Area, and that such report has been carefully examined and evaluated and found that it evidences and demonstrates the presence of a substantial number of factors such as vacant housing; tax delinquency; overcrowding; age; incompatible land use relationship; lot design; unsanitary conditions; substandard infrastructure; and other similar conditions creating a social liability to the Area and the entire City of Bonner Springs. It is therefore, the opinion, position, and conclusion of the Planning Director that the Neighborhood Revitalization Area as defined, is dependent upon rehabilitation, conservation and or redevelopment measures in order to protect the public health, safety or welfare of the residents of the City of Bonner Springs.

The foregoing statement has been reviewed and the conditions and information remain applicable to the Neighborhood Revitalization Act as defined and determined on May 26, 2015.

John N. Helin, City Manager

__________________________
Date
<table>
<thead>
<tr>
<th>TAXING JURISDICTION</th>
<th>Mill Levy</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Wyandotte County</td>
<td>38.488</td>
</tr>
<tr>
<td>2. City of Bonner Springs</td>
<td>33.616</td>
</tr>
<tr>
<td>3. U.S.D. 204</td>
<td>63.008</td>
</tr>
<tr>
<td>4. Kansas City, Kansas Community College</td>
<td>26.108</td>
</tr>
<tr>
<td>5. State</td>
<td>1.500</td>
</tr>
<tr>
<td>TOTAL</td>
<td>162.720</td>
</tr>
</tbody>
</table>
City of Bonner Springs
Neighborhood Revitalization Plans
Application For Property Tax Rebate

PART 1

To be Completed by Applicant at time of issuance of building permit, but no later than 30 days after issuance of building permit (Please Print or Type):

Owner’s Name: ___________________________ Day Phone No.: ________________

Owner’s Mailing Address: ______________________________________________________

Property Address: ___________________________ School District No.: _________

Parcel Identification Number: _______________ (To be completed by the City. Note, this application cannot be processed until such time that a valid parcel number can be obtained from the County.)

Legal Description of the Property: _____________________________________________

________________________________________

(Use additional sheets if necessary)

NOTE - All contracts for deed or an affidavit of interest must be recorded with the Register of Deeds.

Property Use:
(Check One)
[ ] Single-Family Residential – Must be owner-occupied and not used as rental property.
[ ] Duplex Residential
[ ] Multi-Family: Number of Units ________
[ ] Senior Housing Tax Credit Project: Number of Units ________
[ ] Commercial
[ ] Industrial
[ ] Historical - Is property listed on the State or National Historic Register? [ ] Yes [ ] No
If yes, attach proof of listing.

Proposed Improvements (Be Specific): ___________________________ Value: $___________

________________________________________

________________________________________

________________________________________

(Use additional sheets if necessary.)

Total Estimated Value of Improvements: $_________________________
PART 1 – Page 2

List buildings that have been or will be demolished:

If demolishing a residential structure, complete the following:

Number of Dwelling Units

List tenants occupying the building when purchased, if known or present tenants. NOTE - This does not include single-family residential dwellings.

<table>
<thead>
<tr>
<th>Tenant</th>
<th>Date of Occupancy</th>
</tr>
</thead>
</table>

(Use additional sheets if necessary)

Construction to begin on _______________ 20 . Building Permit No. ____________ (Attach Copy)

By: __________________________ Date: __________________________

(Applicant’s Signature)

**A copy of signed application to be provided to the applicant. The original will be filed with the City**

PART 1 - Step 1: Bonner Springs Planning Department Use Only

The above application [ ] is [ ] is not in conformance with the requirements of the City of Bonner Springs Neighborhood Revitalization Plan No. 5

Reason application is not in conformance __________________________

By: __________________________ Date __________________________

Planning Director

PART 1 - Step 2: County Appraiser’s Office Use Only

As of _______________ 20____ the valuation is:

<table>
<thead>
<tr>
<th></th>
<th>Appraised</th>
<th>Assessed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Improvements</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

Based upon the above listed improvements and associated costs supplied by the applicant, the improvements [ ] MAY [ ] MAY NOT meet the percentage tests for a property tax rebate.

3y __________________________ Date __________________________

Wyandotte County Appraiser’s Office
PART 2

Name of Applicant: __________________________

PART 2 – Step 1: Bonner Springs Planning Department Use Only

Status of Construction/Completion:

[ ] Initial building permit has expired (12 months for residential/24 for commercial).

[ ] A Certificate of Occupancy has been issued.

[ ] A Final Inspection has been completed for renovation/rehabilitation.

By: __________________________ Date __________________________

Planning Director

PART 2 - Step 2: County Appraiser’s Use Only

Plan No. 5: The above improvements:

[ ] Meet the 5% increase in appraised valuation for residential property. Approved ______

[ ] Do not meet the 5% increase in appraised valuation for residential property. Disapproved ______

[ ] Meet the 15% increase in appraised valuation for commercial property. Approved ______

[ ] Do not meet the 15% increase in appraised valuation for commercial property. Disapproved ______

Plan No. 5: The above improvements:

[ ] Meet the requirement of a minimum appraised value of $170,000
for new structure single-family residential, commercial or industrial or $200,000 for new structure multi-family or duplex dwelling. Approved ______

[ ] Do not meet the requirement of a minimum appraised value of $170,000.
for new structure single-family residential, commercial or industrial or $200,000 for new structure multi-family or duplex dwelling. Disapproved ______

By: __________________________ Date __________________________

Wyandotte County Appraiser’s Office

PART 2 - Step 3: County Treasurer’s Use Only

As of __________________________ 20 ______ taxes on this parcel are:

[ ] Current

[ ] Not current

By: __________________________ Date __________________________

Wyandotte County Treasurer’s Office
Neighborhood Revitalization Plans
Application Procedures and Rules for Determination of Eligibility

1) Anyone meeting the requirements listed below who desire to participate in this program must submit Part 1 of the application at the time of issuance of the building permit, but no later than 30 days after issuance of the building permit. Failure to meet this requirement will result in the applicant being disqualified for the program.

2) Plan No. 5:
   a) Construction of an improvement must have begun on or after September 1, 2015.
   b) The appraised value for the new structure for single-family owner occupied residential, commercial and industrial buildings must be no less than $170,000 in order to qualify for a property tax rebate of 75% for five years.
   c) The appraised value for the new structure for multi-family or duplex must be no less than $200,000 in order to qualify for a property tax rebate of 75% for five years.
   d) The appraised value must be increased by 5% for residential rehabilitation or by 15% for commercial and industrial rehabilitation.
   e) Senior housing tax credit projects must be for individuals age 55 years or older to qualify for a property tax rebate of 50% for ten years.
   f) The lot size for new single-family residential structures must be constructed on an existing platted subdivision lot or on a platted lot of record not to exceed one-half acre in size.
   g) Duplex units may be owner occupied or rental property.

3) The improvements must conform to the Comprehensive Land Use Plan and Zoning Ordinance in effect at the time the improvements are made.

4) All improvements must conform to all applicable codes, rules, and regulations in effect at the time the improvements are made, and for the length of the rebate or the rebate may be terminated.

5) The real estate taxes on the property must be current at the time of the application or it will be disqualified. Also, if the taxpayer is ninety (90) days delinquent in the payment of property taxes twice during the term the property is eligible for the rebate, all remaining eligibility will be terminated.

6) The Neighborhood Revitalization Plans shall not be used in conjunction with any other tax incentive unless approved by the City Council.

7) New single-family rental structures are not eligible for rebates with either plan. Single-family structures must be owner occupied.

8)
a) Part 2-Step 1 will be submitted by the City to the Wyandotte County Appraiser upon occurrence of one of the following, whichever comes first:

- Certificate of Occupancy for new construction.
- Final inspection of a renovation/rehabilitation.
  - OR -
- 12 months after issuance of the initial building permit for residential.
- 24 months after issuance of the initial building permit for commercial and industrial.

b) The rebate period will commence on the January 1st following the reappraisal if the new improvement/structure meets the plan criteria.

c) The tax rebate will be based on the amount of the increment between the base value and the new appraised value of the new improvement/structure.

I have read and understand the above items and have received a copy of this “Application Procedures and Rules for Determination of Eligibility” and a copy of Part 1 of the application.

Property Address: ________________________________________________________________

Printed Name of Applicant: _______________________________________________________

By: ____________________________________________ Date

Applicant Signature

Witness: ____________________________________________ Date


Exhibit A

Table of Property Owners Assesses Values

Removed
Bonner Springs

Neighborhood Revitalization Zone 5

All that part of "The Resurvey of The Lake of The Forest Club" subdivision located in Section 27, Township 11 South, Range 23 East, recorded in Wyandotte County, Kansas Plat book 20, Page 29, in Bonner Springs, Wyandotte County, Kansas.

Also,

All of Section 29, Township 11 South, Range 23 East lying West of the present location of Kansas State Route 7 (K-7), all in Bonner Springs, Wyandotte County, Kansas.

Also,

The North ½ of Section 32, Township 11 South, Range 23 East, lying Northwesterly of the present location of the Kansas River and the SW ¼ of said Section lying North of the present location of Wolf Creek and West of the present location of the Kansas River, all in Bonner Springs, Wyandotte County, Kansas.

Also,

That part of the Northeast ¼ of Section 31, Township 11 South, Range 23 East, lying North and East of the present location of Wolf Creek, that portion of the SE ¼ of said Section lying North of the present location of Wolf Creek, the West ¼ of the NW ¼, and Parcels #105-049-31-0-20-01-006.00-0, #105-049-31-0-20-01-002.00-0, #105-049-31-0-20-01-001.00-0 located in the NW ¼ of said Section 31, all in Bonner Springs, Wyandotte County, Kansas.

Also,

All of Section 30, Township 11 South, Range 23 East, all in Bonner Springs, Wyandotte County, Kansas.

Also,

All that portion of Section 19, Township 11 South, Range 23 East, lying East of the present location of South 138th Street, all in Bonner Springs, Wyandotte County, Kansas.

Also,

All of that portion of Section 20, Township 11 South, Range 23 East, lying West of the present location of Kansas State Route 7 (K-7), all in Bonner Springs, Wyandotte County, Kansas.

Also,

All of that portion of the SE ¼ of Section 18, Township 11 South, Range 23 East, lying South of Interstate 70 (I-70), and that portion of SW ¼ of said Section noted as Parcel #105-044-18-0-30-02-002.01-0, all in Bonner Springs, Wyandotte County, Kansas.
Also,

All of that portion of Section 17, Township 11 South, Range 23 East, lying West of the present location of Kansas State Route 7, all in Bonner Springs, Wyandotte County, Kansas.

Also,

All of that portion of the West ½ of Section 8, Township 11 South, Range 23 East, lying East of Kansas State Route 7 (K-7) and South of the present location of State Avenue and North & West of North 130th Street, and Parcel #105-043-08-0-10-01-003.00-0 located in the SW ¼ of the NE ¼ of said Section, and the West 800 feet of Parcels #105-043-08-0-10-01-002.00-0 & #105-043-08-0-40-01-002.00-0 located in the West ½ of the East ½ of said Section, all in Bonner Springs, Wyandotte County, Kansas.
A RESOLUTION authorizing the Mayor/CEO of the Unified Government of Wyandotte County/Kansas to execute an Interlocal Agreement with the City of Bonner Springs, Kansas, consenting to and adopting “City of Bonner Springs Neighborhood Revitalization Plan No. 5”.

WHEREAS, on May 26, 2015 the City of Bonner Springs adopted its Ordinance No. 2401, whereby said City did adopt its Neighborhood Revitalization Plan No. 5 pursuant to the provisions of K.S.A. 12-17,114 et seq.; and

WHEREAS, K.S.A.12-2904 allows public agencies to enter into Interlocal Agreements to jointly perform certain functions, including economic development; and

WHEREAS, it is the desire and intent of the Unified Government to provide the maximum economic development incentive as provided for in K.S.A. 12-17,119, by acting jointly with the City of Bonner Springs, Kansas.

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

1. The Unified Government hereby adopts and consents to the City of Bonner Springs Neighborhood Revitalization Plan No. as adopted above by the City of Bonner Springs, Kansas.
2. The Mayor/CEO is hereby authorized to execute on behalf of the Unified Government of Wyandotte County/Kansas City, Kansas an Interlocal Agreement to further the intent of the parties stated herein.

ADOPTED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS 
THIS __________ DAY OF ___________________, 2015

________________________________________
Mark Holland, Mayor/CEO

ATTEST:

_______________________________________
Unified Government Clerk

APPROVED AS TO FORM:

_______________________________________
Kenneth J. Moore
Deputy Chief Counsel
Project Name: Merriam Lane-County Line Road to 24th St. Improvement Project – CMIP #1052

As part of the Merriam Lane-County Line Road to 24th St. Improvement Project (CMIP 1052), the Commission adopted Resolution No. R-72-14, declaring the project to be necessary, valid public improvement project and authorizing a survey to identify and describe the property to be acquired. The Ordinance directs the Chief Counsel to commence legal proceedings to acquire the property described in the survey and necessary for project.

Action Requested:
To approve the Ordinance.

Publication Required
Publication Date: 7/30/2015

Budget Impact: (if applicable)
Amount: $
Source:
☑ Included In Budget Consistent with CMIP
☐ Other (explain)
AN ORDINANCE condemning land for the Merriam Lane—County Line Road to 24th Street (CMIP 1052) Improvement Project (KDOT Project No. 105-N-0599-01), and acquiring easements for such purposes, and directing the Chief Counsel to institute eminent domain proceedings as provided by law to acquire the tracts and parcels of land described in this ordinance.

BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS:

**Tract 3 - Fee Simple Owner:**
Judith M. Place & Thomas D. Place as Co-Trustees of the Judith M Place Trust dated 10/29/07 and the Thomas D. Place Trust dated 10/29/07
9625 Belinder Road
Leawood, Kansas 66206

**Interests to be Acquired:**
Permanent Utility Easement:
All of the South 10.00 feet of Lots 12 & 13, Block 5, “KINNEY HEIGHTS”, a subdivision of land in the City of Kansas City, Wyandotte County, Kansas, containing 724 square feet or 0.0166 acres, more or less.

Subject to all easements and restrictions of record.

**Tract 5 - Fee Simple Owner:**
Nigro's Inc., a Kansas corporation, f/k/a Nigro's 3-Way Super Market, Inc.
3320 Merriam Lane
Kansas City, Kansas 66106

**Interests to be Acquired:**
Permanent Drainage Easement:
A parcel of land situated in a portion of Lot 12, Block 6, “KINNEY HEIGHTS”, a subdivision of land in the City of Kansas City, Wyandotte County, Kansas, said parcel being more particularly described as follows:

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97).

Beginning at the intersection of the Northwesterly right-of-way line of Merriam Lane, as now established and the West line of South 34th Street, as now established, as recorded in Resolution No. 36635 in Book 3254 at Page 150; Thence South 68º03'56" West 9.69 feet along said Northwesterly right-of-way line; Thence North 32º57'54" East 15.85 feet to a point on said West right-of-way line; Thence South 02º08'08" East 9.69 feet, along said West right-of-way line, to the “point of beginning” of the parcel herein described, containing 44 square feet or 0.0010 acres, more or less.
Subject to all easements and restrictions of record.

**Tract 7 - Fee Simple Owner:**
Nigro's Western Store #1 Inc.
3320 Merriam Lane
Kansas City, Kansas 66106

**Interests to be Acquired:**

Permanent Sidewalk Easement:

A parcel of land situated in a portion of Lots 14, 15 & 16, “BRUSLAND”, a subdivision of land in the City of Kansas City, Wyandotte County, Kansas, said parcel being more particularly described as follows:

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97).

Beginning at the Southeasterly corner of said Lot 16, said point being on the Northwesterly right-of-way line of Merriam Lane, as now established; Thence South 68°03’56” West 130.74 feet, along said Northwesterly right-of-way line, to a point being on the Northeasterly line of an existing storm sewer repair easement recorded in Book 3131 at Page 409; Thence North 57°02’39” West 40.24 feet, along said Northeasterly line, to a point on the East right-of-way line of South 34th Street, as now established; Thence North 02°08’08” West 71.86 feet along said East right-of-way line; Thence South 10°51’30” East 54.40 feet; Thence South 25°08’22” East 36.20 feet to a point being 11.00 feet Northwesterly of and at right angles to said Northwesterly right-of-way line; Thence North 68°03’56” East 141.92 feet, along a line 11.00 feet Northwesterly of and parallel with said Northwesterly right-of-way line, to a point on the East line of said Lot 16; Thence South 02°08’08” East 11.69 feet, along said East line, to the “point of beginning” of the parcel herein described, containing 2,070 square feet or 0.0475 acres, more or less.

Subject to all easements and restrictions of record.

AND

Temporary Construction Easement:

A parcel of land situated in a portion of Lots 14, 15 & 16, “BRUSLAND”, a subdivision of land in the City of Kansas City, Wyandotte County, Kansas, said parcel being more particularly described as follows:

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97).

Commencing at the Southeasterly corner of said Lot 16, said point being on the Northwesterly right-of-way line of Merriam Lane, as now established; Thence North 02°08’08” West 11.69 feet, along the East line of said Lot 16, to a point being 11.00 feet Northwesterly of and at right angles to said Northwesterly right-of-way line, said point also being the “point of beginning”; Thence South 68°03’56” West 141.92 feet along a line 11.00 feet Northwesterly of and parallel with said Northwesterly right-of-way line; Thence North 25°08’22” West 36.20 feet; Thence North 10°51’30” West 54.40 feet to a point on the East right-of-way line of South 34th Street, as now
established; Thence North 02°08'08" West 59.33 feet along said East right-of-way line; Thence North 87°51'52" East 6.50 feet; Thence South 02°08'08" East 70.43 feet along a line 6.50 feet East of and parallel with said East right-of-way line; Thence South 11°11’22” East 32.95 feet; Thence South 20°05’13” East 34.54 feet to a point being 21.00 feet Northwesterly of and at right angles to said Northwesterly right-of-way line; Thence North 68°03’56” East 141.99 feet, along a line 21.00 feet Northwesterly of and parallel with said Northwesterly right-of-way line, to a point on the East line of said Lot 16; Thence South 02°08’08” East 10.63 feet, along said East line, to the “point of beginning” of the parcel herein described, containing 2,237 square feet or 0.0513 acres, more or less.

Subject to all easements and restrictions of record.

**Tract 14 - Fee Simple Owner:**
Murphy Properties, LLC
 c/o Reed Murphy
 3141 Merriam Lane
  Kansas City, Kansas 66106

**Interests to be Acquired:**

Temporary Construction Easement:

A parcel of land situated in a portion of Tract 3, “BRUS FARM”, a subdivision of land in the City of Kansas City, Wyandotte County, Kansas, said parcel being more particularly described as follows:

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97).

Commencing at the Southwest corner of said Tract 3; Thence North 88º02’42” East 101.60 feet, along the South line of said Tract 3, to a point being the Southwesterly corner of a certain tract of land conveyed by Trustee’s Deed recorded in Doc. No. 2013R-10355; Thence North 02°08’08” West 252.79 feet, along the West line of said certain tract of land conveyed by Trustee’s Deed recorded in Doc. No. 2013R-10355, to a point being on the Southeasterly right-of-way line of Merriam Lane, as now established, said point also being the “point of beginning”; Thence North 68°03’56” East 208.75 feet, along said Southeasterly right-of-way line, to a point being on the Easterly line of said certain tract of land conveyed by Trustee’s Deed recorded in Doc. No. 2013R-10355; Thence South 13°52’07” East 10.10 feet, along said Easterly line, to a point being 10.00 feet Southeasterly of and at right angles to said Southeasterly right-of-way line; Thence South 68°03’56” West 210.93 feet, along a line 10.00 feet Southeasterly of and parallel with said Southeasterly right-of-way line, to a point on said West line; Thence North 02°08’08” West 10.63 feet, along said West line, to the “point of beginning” of the parcel herein described, containing 2,098 square feet or 0.0482 acres, more or less.

Subject to all easements and restrictions of record.

**Tract 22 - Fee Simple Owner:**
PI Merriam, LLC
 c/o Paul Himmelstein
  Van Osdol &Magruder, PC
  1000 Walnut Street, Suite 1500
  Kansas City, Missouri 64106
Interests to be Acquired:

Temporary Drainage Easement:

A parcel of land situated in a portion of Tract 3, “BRUS FARM”, a subdivision of land in the City of Kansas City, Wyandotte County, Kansas, said tract being more particularly described as follows:

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97).

Commencing at the Northeasterly corner of said Tract 3, said point being on the Southeasterly right-of-way line of Merriam Lane, as now established; Thence South 68°03’56” West 99.94 feet, along said Southeasterly right-of-way line, to the “point of beginning”; Thence South 12°15’45” East 74.13 feet; Thence South 77°44’15” West 20.00 feet; Thence North 12°15’45” West 70.72 feet to a point on said Southeasterly right-of-way line; Thence North 68°03’56” East 20.29 feet, along said Southeasterly right-of-way line, to the “point of beginning” of the tract herein described, containing 1,449 square feet or 0.0333 acres, more or less.

Subject to all easements and restrictions of record.

AND

Temporary Construction Easement No. 1:

A parcel of land situated in a portion of Tract 3, “BRUS FARM”, a subdivision of land in the City of Kansas City, and in a portion of the Southwest Quarter of Section 32, Township 11 South, Range 25 East of the 6th Principal Meridian in the City of Kansas City, Wyandotte County, Kansas, said parcel being more particularly described as follows:

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97).

Beginning at the Northeasterly corner of said Tract 3, said point being on the Southeasterly right-of-way line of Merriam Lane, as now established; Thence North 68°03’56” East 75.28 feet, along said Southeasterly right-of-way line, to a point being the Northeasterly corner of a certain tract of land conveyed by Warranty Deed recorded in Doc. No. 2013R-16489; Thence South 15°20’52” East 25.17 feet, along the Easterly line of said certain tract of land conveyed by Warranty Deed recorded in Doc. No. 2013R-16489, to a point being 25.00 feet Southeasterly of and at right angles to said Southeasterly right-of-way line; Thence South 68°03’56” West 176.60 feet along a line 25.00 feet Southeasterly of and parallel with said Southeasterly right-of-way line; Thence North 12°15’45” West 25.36 feet to a point on said Southeasterly right-of-way line; Thence North 68°03’56” East 99.94 feet, along said Southeasterly right-of-way line, to the “point of beginning” of the tract herein described, containing 4,398 square feet or 0.1010 acres, more or less.

Subject to all easements and restrictions of record.

AND

Temporary Construction Easement No. 2:
A parcel of land situated in a portion of Tract 3, “BRUS FARM”, a subdivision of land in the City of Kansas City, Wyandotte County, Kansas, said parcel being more particularly described as follows:

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97).

Commencing at the Northeasterly corner of said Tract 3, said point being on the Southeasterly right-of-way line of Merriam Lane, as now established; Thence South 68°03’56” West 120.23 feet, along said Southeasterly right-of-way line, to the “point of beginning”; Thence South 12°15’45” East 25.36 feet to a point being 25.00 feet Southeasterly of and at right angles to said Southeasterly right-of-way line; Thence South 68°03’56” West 188.01 feet, along a line 25.00 feet Southeasterly of and parallel with said Southeasterly right-of-way line, to a point being on the Westerly line of said certain tract of land conveyed by Warranty Deed recorded in Doc. No. 2013R-16489; Thence North 15°21’56” West 25.17 feet, along said Westerly line, to a point on said Southeasterly right-of-way line; Thence North 68°03’56” East 189.39 feet, along said Southeasterly right-of-way line, to the “point of beginning” of the tract herein described, containing 4,717 square feet or 0.1083 acres, more or less.

Subject to all easements and restrictions of record.

**Tracts 23, 25 & 27 - Fee Simple Owner:**
Randolph S. Davis & Jean A. Davis
3717 Somerset Drive
Prairie Village, Kansas 66208

**Interests to be Acquired:**

Fee Simple Interest In:

A parcel of land situated in a portion of Lot 27, “MCDONALD PLACE”, a subdivision of land in the City of Kansas City, Wyandotte County, Kansas, said parcel being more particularly described as follows:

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97).

Beginning at the intersection of the Northwesterly right-of-way line of Merriam Lane, as now established and the Easterly right-of-way line of South 31st Street, as now established, said point also being the Southwesterly corner of said Lot 27; Thence North 14°38’08” West 15.00 feet along said Easterly right-of-way line; Thence South 63°17’06” East 19.82 feet to a point on said Northwesterly right-of-way line; Thence South 68°03’56” West 15.00 feet, along said Northwesterly right-of-way line, to the “point of beginning” of the parcel herein described, containing 112 square feet or 0.0026 acres, more or less.

Subject to all easements and restrictions of record.

AND

Permanent Utility Easement:
A parcel of land situated in a portion of Lot 27, “MCDONALD PLACE”, a subdivision of land in the City of Kansas City, Wyandotte County, Kansas, said parcel being more particularly described as follows:

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97).

Commencing at the intersection of the Northwesterly right-of-way line of Merriam Lane, as now established and the Easterly right-of-way line of South 31st Street, as now established, said point also being the Southwesterly corner of said Lot 27; Thence North 14°38’08” West 15.00 feet, along said Easterly right-of-way line, to the “point of beginning”; Thence continuing North 14°38’08” West 46.06 feet along said Easterly right-of-way line; Thence North 75°21’52” East 7.31 feet; Thence South 21°55’52” East 59.63 feet to a point on said Northwesterly right-of-way line; Thence North 63°17’06” West 19.82 feet, to the “point of beginning” of the parcel herein described, containing 559 square feet or 0.0128 acres, more or less.

Subject to all easements and restrictions of record.

AND

Temporary Construction Easement No. 1:

A parcel of land situated in a portion of Lot 27, “MCDONALD PLACE”, a subdivision of land in the City of Kansas City, Wyandotte County, Kansas, said parcel being more particularly described as follows:

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97).

Commencing at the intersection of the Northwesterly right-of-way line of Merriam Lane, as now established and the Easterly right-of-way line of South 31st Street, as now established, said point also being the Southwesterly corner of said Lot 27; Thence North 68°03’56” East 100.00 feet, along said Northwesterly right-of-way line, to the Southwesterly corner of a certain tract of land conveyed by Warranty Deed recorded in Book 4239 at Page 353, said point also being the “point of beginning”; Thence North 14°38’08” West 20.16 feet, along the Westerly line of said certain tract of land conveyed by Warranty Deed recorded in Book 4239 at Page 353, to a point being 20.00 feet Northwesterly of and at right angles to said Northwesterly right-of-way line; Thence North 68°03’56” East 41.01 feet along a line 20.00 feet Northwesterly of and parallel with said Northwesterly right-of-way line; Thence South 21°55’04” East 20.00 feet to a point on said Northwesterly right-of-way line; Thence South 68°03’56” West 43.57 feet, along said Northwesterly right-of-way line, to the “point of beginning” of the parcel herein described, containing 846 square feet or 0.0194 acres, more or less.

Subject to all easements and restrictions of record.

AND

Temporary Construction Easement No. 2:

A parcel of land situated in a portion of Lot 26, “MCDONALD PLACE”, a subdivision of land in the City of Kansas City, Wyandotte County, Kansas, said parcel being more particularly described as follows:
Beginning at the Southeasterly corner of said Lot 26, said point being on the Northwesterly right-of-way line of Merriam Lane, as now established; Thence South 68°03’56” West 27.11 feet along said Northwesterly right-of-way line; Thence North 21°56’04” West 20.00 feet along a line perpendicular to said Northwesterly right-of-way line; Thence North 68°03’56” East 27.02 feet, along a line 20.00 feet Northwesterly of and parallel with said Northwesterly right-of-way line, to a point on the Easterly line of said Lot 26; Thence South 22°09’54” East 20.00 feet, along said Easterly line, to the “point of beginning” of the parcel herein described, containing 541 square feet or 0.0124 acres, more or less.

Subject to all easements and restrictions of record.

**Tract 24 - Fee Simple Owner:**
Advantage Assets, L.L.C.
c/o Steve Cresto
13100 W 143rd Street
Overland Park, Kansas 66211

**Interests to be Acquired:**

Temporary Construction Easement:

A tract of land situated in a portion of the Southwest Quarter of Section 32, Township 11 South, Range 25 East of the 6th Principal Meridian in the City of Kansas City, Wyandotte County, Kansas, said tract being more particularly described as follows:

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97).

Commencing at the Northeasterly corner of Tract 3, “BRUS FARM”, a subdivision of land in City of Kansas City, Wyandotte County, Kansas, according to the recorded plat thereof, said point being on the Southeasterly right-of-way line of Merriam Lane, as now established; Thence North 68°03’56” East 75.28 feet, along said Southeasterly right-of-way line, to the Northwesterly corner of a certain tract of land conveyed by Warranty Deed recorded in Book 4263 at Page 83, said point also being the “point of beginning”; Thence continuing North 68°03’56” East 175.12 feet, along said Southeasterly right-of-way line, to the Northeasterly corner of said certain tract of land conveyed by Warranty Deed recorded in Book 4263 at Page 83; Thence South 14°39’57” East 25.20 feet, along the Easterly line of said certain tract of land conveyed by Warranty Deed recorded in Book 4263 at Page 83, to a point being 25.00 feet Southeasterly of and at right angles to said Southeasterly right-of-way line; Thence South 68°03’56” West 174.82 feet, along a line 25.00 feet Southeasterly of and parallel with said Southeasterly right-of-way line, to a point being on the Westerly line of said certain tract of land conveyed by Warranty Deed recorded in Book 4263 at Page 83; Thence North 15°20’52” West 25.17 feet, along said Westerly line, to the “point of beginning” of the tract herein described, containing 4,374 square feet or 0.1004 acres, more or less.

Subject to all easements and restrictions of record.

**Tracts 28 & 30 - Fee Simple Owner:**
PKT Properties, LLC
c/o Perry Thompson
Permanent Sidewalk Easement:

A tract of land situated in the Southwest Quarter of Section 32, Township 11 South, Range 25 East of the 6th Principal Meridian in the City of Kansas City, Wyandotte County, Kansas, said tract being more particularly described as follows:

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97).

Beginning at a point being the intersection of the Southeasterly right-of-way line of Merriam Lane, as now established and the Northwesterly corner of Lot 9, “FREEWAY INDUSTRIAL PARK”, a subdivision of land in the City of Kansas City, Wyandotte County, Kansas, according to the recorded plat thereof, said point also being the Westerly right-of-way line of Vacated South 28th Street by Ordinance No. 64847; Thence South 30°02′01″ East 7.07 feet, along the Southwesterly line of said Lot 9, to a point being 7.00 feet Southeasterly of and at right angles to said Southeasterly right-of-way line; Thence South 68°03′56″ West 101.22 feet, along a line 7.00 feet Southeasterly of and parallel with said Southeasterly right-of-way line, to a point being on the Westerly line of a certain tract of land conveyed by Sheriff’s Deed recorded in Doc. No. 2011R-03567; Thence North 14°53′34″ West 7.05 feet, along said Westerly line, to a point on said Southeasterly right-of-way line; Thence North 68°03′56″ East 99.36 feet, along said Southeasterly right-of-way line, to the “point of beginning” of the tract herein described, containing 702 square feet or 0.0161 acres, more or less.

Subject to all easements and restrictions of record.

AND

Temporary Construction Easement No. 1:

A tract of land situated in the Southwest Quarter of Section 32, Township 11 South, Range 25 East of the 6th Principal Meridian in the City of Kansas City, Wyandotte County, Kansas, said tract being more particularly described as follows:

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97).

Commencing at the Southeast corner of the Southwest Quarter of said Section 32; Thence North 01°58′29″ West 356.74 feet (355.94 feet – Deed) along the East line of the Southwest Quarter of said Section 32; Thence South 88°01′31″ West 723.92 feet (721.50 feet – Deed), along a line perpendicular to said East line, to a point on the Northwesterly right-of-way line of the Burlington Northern Santa Fe Railroad, as now established; Thence South 68°10′06″ West 284.69 feet (285.00 feet – Deed), along said Northwesterly right-of-way line, to the Southwesterly corner of a certain tract of land conveyed by Sheriff’s Deed recorded in Doc. No. 2011R-03567; Thence North 15°08′53″ West 387.31 feet (387.83 feet – Deed), along the Westerly line of said certain tract of land conveyed by Sheriff’s Deed recorded in Doc. No. 2011R-03567, to a point on the Southeasterly right-of-way line of Merriam Lane, as now established, said point also being the “true point of beginning”; Thence North 68°03′56″ East 41.36 feet along said Southeasterly right-of-way line; Thence South 21°56′04″ East 50.00 feet along a line perpendicular to said
Southeasterly right-of-way line; Thence South 68°03′56″ West 47.31 feet, along a line 50.00 feet Southeasterly of and parallel with said Southeasterly right-of-way line, to a point being on said Westerly line; Thence North 15°08′53″ West 50.35 feet, along said Westerly line, to the “point of beginning” of the tract herein described, containing 2,217 square feet or 0.0509 acres, more or less.

Subject to all easements and restrictions of record.

AND

Temporary Construction Easement No. 2:

A tract of land situated in the Southwest Quarter of Section 32, Township 11 South, Range 25 East of the 6th Principal Meridian in the City of Kansas City, Wyandotte County, Kansas, said tract being more particularly described as follows:

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97).

Commencing at the Southeast corner of the Southwest Quarter of said Section 32; Thence North 01°58′29″ West 356.74 feet (355.94 feet – Deed) along the East line of the Southwest Quarter of said Section 32; Thence South 88°01′31″ West 723.92 feet (721.50 feet – Deed), along a line perpendicular to said East line, to a point on the Northwesterly right-of-way line of the Burlington Northern Santa Fe Railroad, as now established; Thence South 68°10′06″ West 284.69 feet (285.00 feet – Deed), along said Northwesterly right-of-way line, to the Southwesterly corner of a certain tract of land conveyed by Sheriff’s Deed recorded in Doc. No. 2011R-03567; Thence North 15°08′53″ West 387.31 feet (387.83 feet – Deed), along the Westerly line of said certain tract of land conveyed by Sheriff’s Deed recorded in Doc. No. 2011R-03567, to a point on the Southeasterly right-of-way line of Merriam Lane, as now established Thence South 68°03′56″ East 102.75 feet, along said Southeasterly right-of-way line, to the “true point of beginning”; Thence continuing North 68°03′56″ East 76.97 feet, along said Southeasterly right-of-way line, to the Northeasterly corner of said certain tract of land conveyed by Sheriff’s Deed recorded in Doc. No. 2011R-03567; Thence South 14°53′34″ East 25.19 feet, along the Easterly line of said certain tract of land conveyed by Sheriff’s Deed recorded in Doc. No. 2011R-03567, to a point being 25.00 feet Southeasterly of and at right angles to said Southeasterly right-of-way line; Thence South 68°03′56″ West 73.88 feet along a line 25.00 feet Southeasterly of and parallel with said Southeasterly right-of-way line; Thence North 21°56′04″ West 25.00 feet, to the “point of beginning” of the tract herein described, containing 1,886 square feet or 0.0433 acres, more or less.

Subject to all easements and restrictions of record.

AND

Temporary Construction Easement No. 3:

A tract of land situated in the Southwest Quarter of Section 32, Township 11 South, Range 25 East of the 6th Principal Meridian in the City of Kansas City, Wyandotte County, Kansas, said tract being more particularly described as follows:

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97).
Commencing at a point being the intersection of the Southeasterly right-of-way line of Merriam 
Lane, as now established and the Northwesterly corner of Lot 9, “FREEWAY INDUSTRIAL 
PARK”, a subdivision of land in the City of Kansas City, Wyandotte County, Kansas, according 
to the recorded plat thereof, said point also being on the Westerly right-of-way line of Vacated 
South 28th Street by Ordinance No. 64847; Thence South 30°02'10” East 7.07 feet, along the 
Southwesterly line of said Lot 9, to a point being 7.00 feet Southeasterly of and at right angles to 
said Southeasterly right-of-way line, said point also being the “point of beginning”; Thence 
continuing South 30°02'10” East 10.46 feet along said Southwesterly line; Thence South 
68°03’56” West 103.97 feet, along a line parallel with said Southeasterly right-of-way line, to a 
point being on the Westerly line of a certain tract of land conveyed by Sheriff’s Deed recorded in 
Doc. No. 2011R-03567; Thence North 14°53’34” West 10.44 feet, along said Westerly line, to a 
point being 7.00 feet Southeasterly of and at right angles to said Southeasterly right-of-way line; 
Thence North 68°03’56” East 101.22 feet, along a line 7.00 feet Southeasterly of and parallel 
with said Southeasterly right-of-way line, to the “point of beginning” of the tract herein 
described, containing 1,063 square feet or 0.0244 acres, more or less.

Subject to all easements and restrictions of record.

**Tract 31 - Fee Simple Owners:**
Grayco Properties, LLC
4323 Oxford Road
Prairie Village, Kansas 66208

**Interests to be Acquired:**

Temporary Construction Easement:

A parcel of land situated in a portion of the East 60.00 feet of Lot 25, “MCDONALD PLACE”, a 
subdivision of land in the City of Kansas City, Wyandotte County, Kansas, 
said parcel being more particularly described as follows:

(Note: The bearing system in the following description is based on Grid North, Kansas State 
Plane Coordinate System NAD 83/97).

Beginning at the Southeasterly corner of said Lot 25, said point being on the Northwesterly right- 
of-way line of Merriam Lane, as now established; Thence South 68°03’56” West 60.00 feet, 
along said Northwesterly right-of-way line, to the Southwesterly corner of a certain tract of land 
conveyed by Warranty Deed recorded in Doc. No. 2012R-03938; Thence North 15°52’17” West 33.08 feet along the Westerly line of said certain tract of land conveyed by Warranty Deed 
recorded in Doc. No. 2012R-03938; Thence North 68°03’56” East 59.53 feet, along a line 
parallel with said Northwesterly right-of-way line, to a point on the Easterly line of said Lot 25; 
Thence South 16°40’26” East 33.03 feet, along said Easterly line, to the “point of beginning” of the 
parcel herein described, containing 1,966 square feet or 0.0451 acres, more or less.

Subject to all easements and restrictions of record.

**Tract 32 - Fee Simple Owner:**
Freeway Industrial Park Association
c/o Pete Peterson
748 Ann Ave
Kansas City, Kansas 66101

**Interests to be Acquired:**
Temporary Construction Easement:

A parcel of land situated in a portion of Lot 9, “FREEWAY INDUSTRIAL PARK”, a subdivision of land in the City of Kansas City, Wyandotte County, Kansas, said parcel being more particularly described as follows:

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97). 

Beginning at the Northwesterly corner of said Lot 9, said point being on the Southeasterly right-of-way line of Merriam Lane, as now established; Thence North 68°03'56" West 1.03 feet (11.01 feet – Plat) along said Southeasterly right-of-way line; Thence North 65°31'27" West 29.12 feet (19.32 feet – Plat), along said Southeasterly right-of-way line, to the Northeasterly corner of said Lot 9; Thence South 30°02'10" East 25.12 feet, along the Northeasterly line of said Lot 9, to a point being 25.00 feet Southeasterly of and at right angles to said Southeasterly right-of-way line; Thence South 65°31'27" West 30.14 feet, along a line 25.00 feet Southeasterly of and parallel with said Southeasterly right-of-way line, to a point being on the Southwesterly line of said Lot 9; Thence North 65°31'27" West 18.04 feet, along said Southeasterly right-of-way line, to the “point of beginning” of the parcel herein described, containing 754 square feet or 0.0173 acres, more or less.

Subject to all easements and restrictions of record.

**Tract 34 - Fee Simple Owner:**
Shamrock Storage Venture, LLC  
10870 Benson Drive, Suite 2160  
Overland Park, Kansas 66210

**Interests to be Acquired:**

Permanent Drainage Easement:

A tract of land situated in the Southwest Quarter of Section 32, Township 11 South, Range 25 East of the 6th Principal Meridian in the City of Kansas City, Wyandotte County, Kansas, said tract being more particularly described as follows:

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97). 

Commencing at the Northwesterly corner of Lot 2, “G & G BUSINESS PARK”, a subdivision of land in the City of Kansas City, Wyandotte County, Kansas, according to the recorded plat thereof, said point being on the Southeasterly right-of-way line of Merriam Lane, as now established; Thence South 65°31’27” West 162.59 feet, along said Southeasterly right-of-way line, to the “point of beginning”; Thence South 20°53’38” East 135.26 feet; Thence South 65°31’27” West 41.74 feet, along a line 135.00 feet Southeasterly of and parallel with said Southeasterly right-of-way line; Thence North 65°31’27” West 25.56 feet; Thence North 24°28’33” West 25.56 feet; Thence North 65°31’27” East 25.28 feet; Thence North 65°31’27” West 109.95 feet to a point on said Southeasterly right-of-way line; Thence North 65°31’27” East 18.04 feet, along said Southeasterly right-of-way line, to the “point of beginning” of the tract herein described, containing 3,054 square feet or 0.0701 acres, more or less.

Subject to all easements and restrictions of record.
AND

Temporary Construction Easement:

A tract of land situated in the Southwest Quarter of Section 32, Township 11 South, Range 25 East of the 6th Principal Meridian in the City of Kansas City, Wyandotte County, Kansas, said tract being more particularly described as follows:

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97).

Beginning at a point being the intersection of the Southeasterly right-of-way line of Merriam Lane, as now established and the Northeasterly corner of Lot 9, “FREEWAY INDUSTRIAL PARK”, a subdivision of land in the City of Kansas City, Wyandotte County, Kansas, according to the recorded plat thereof, said point also being on the Easterly right-of-way line of Vacated South 28th Street by Ordinance No. 64847; Thence North 65°31’27” East 12.99 feet along said Southeasterly right-of-way line; Thence South 24°28’33” East 25.00 feet along a line perpendicular to said Southeasterly right-of-way line; Thence South 65°31’27” West 10.56 feet, along a line 25.00 feet Southeasterly of and parallel with said Southeasterly right-of-way line, to a point being on said Easterly line and the Westerly line of a certain tract of land conveyed by Warranty Deed recorded in Book 4616 at Page 227; Thence North 30°02’10” West 25.12 feet, along said Easterly and Westerly line, to the “point of beginning” of the tract herein described, containing 294 square feet or 0.0068 acres, more or less.

Subject to all easements and restrictions of record.

Tract 36 - Fee Simple Owner:
G&G Ventures, LLC
2611 Merriam Lane
Kansas City, Kansas 66106

Interests to be Acquired:

Temporary Construction Easement:

A parcel of land situated in a portion of Lot 2, “G & G BUSINESS PARK”, a subdivision of land in the City of Kansas City, Wyandotte County, Kansas, said parcel being more particularly described as follows:

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97).

Commencing at the Northwesterly corner of said Lot 2, said point being on the Southeasterly right-of-way line of Merriam Lane, as now established; Thence North 65°31’27” East 10.17 feet, along said Southeasterly right-of-way line, to a point being on the Easterly line of an existing utility easement 10.00 feet in width as shown on the plat of said “G & G BUSINESS PARK”, said point also being the “point of beginning”; Thence North 65°31’27” East 40.47 feet along said Southeasterly right-of-way line; Thence South 24°28’33” East 20.00 feet along a line perpendicular to said Southeasterly right-of-way line; Thence South 65°31’27” West 44.23 feet, along a line 20.00 feet Southeasterly of and parallel with said Southeasterly right-of-way line, to a point on said Easterly line; Thence North 13°50’18” West 20.35 feet, along said Easterly line, to
the “point of beginning” of the parcel herein described, containing 847 square feet or 0.0194 acres, more or less.

Subject to all easements and restrictions of record.

**Tract 38 - Fee Simple Owner:**
G&G Ventures, LLC
2611 Merriam Lane
Kansas City, Kansas 66106

**Interests to be Acquired:**
Temporary Construction Easement:
A parcel of land situated in a portion of Lot 1, “G & G BUSINESS PARK”, a subdivision of land in the City of Kansas City, Wyandotte County, Kansas, said parcel being more particularly described as follows:

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97).

Commencing at the Northeasterly corner of said Lot 1, said point being on the Southeasterly right-of-way line of Merriam Lane, as now established; Thence South 24°28’33” East 10.00 feet, along the Northeasterly line of said Lot 1, to a point being on the Southeasterly line of an existing utility easement 10.00 feet in width as shown on the plat of said “G & G BUSINESS PARK”, said point also being the “point of beginning”; Thence continuing South 24°28’33” East 25.00 feet, along said Northeasterly line, to a point being 35.00 feet Southeasterly of and at right angles to said Southeasterly right-of-way line; Thence South 65°31’27” West 78.25 feet along a line 35.00 feet Southeasterly of and parallel with said Southeasterly right-of-way line; Thence North 24°28’33” West 25.00 feet to a point on said Southeasterly line; Thence North 65°31’27” East 78.25 feet, along said Southeasterly line, to the “point of beginning” of the tract herein described, containing 1,956 square feet or 0.0449 acres, more or less.

Subject to all easements and restrictions of record.

**Tract 43 - Fee Simple Owner:**
Grayco Restoration, LLC
4323 Oxford Road
Prairie Village, Kansas 66208

**Interests to be Acquired:**
Permanent Drainage Easement:
A tract of land situated in the Southwest Quarter of Section 32, Township 11 South, Range 25 East of the 6th Principal Meridian in the City of Kansas City, Wyandotte County, Kansas, said tract being more particularly described as follows:

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97).

Commencing at the Northeast corner of the Southeast Quarter of the Southwest Quarter
of said Section 32, said point being the Northwest corner of Lot 10, “WYANDOTTE PARK”, a subdivision of land in the City of Kansas City, Wyandotte County, Kansas, according to the recorded plat thereof; Thence South 89°30’57” West 422.00 feet (422.00 – Deed), along the North line of the Southeast Quarter of the Southwest Quarter of said Section 32, to a point on the Easterly right-of-way line of South 27th Street, as now established; Thence South 10°23’20” East 284.19 feet, along said Easterly right-of-way line, to the “point of beginning”; Thence South 83°57’32” East 85.95 feet to a point on the Northwesterly right-of-way line of Merriam Lane, as now established; Thence South 65°31’27” West 85.00 feet, along said Northwesterly right-of-way line, to a point being the intersection of said Northwesterly right-of-way line and said Easterly right-of-way line; Thence North 10°23’20” West 45.00 feet, along said Easterly right-of-way line, to the “point of beginning” of the tract herein described, containing 1,855 square feet or 0.0426 acres, more or less.

Subject to all easements and restrictions of record.

AND

Temporary Construction Easement:

A tract of land situated in the Southwest Quarter of Section 32, Township 11 South, Range 25 East of the 6th Principal Meridian in the City of Kansas City, Wyandotte County, Kansas, said tract being more particularly described as follows:

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97).

Commencing at the Northeast corner of the Southeast Quarter of the Southwest Quarter of said Section 32, said point being the Northwest corner of Lot 10, “WYANDOTTE PARK”, a subdivision of land in the City of Kansas City, Wyandotte County, Kansas, according to the recorded plat thereof; Thence South 89°30’57” West 181.00 feet (181.00 – Deed), along the North line of the Southeast Quarter of the Southwest Quarter of said Section 32, to a point being the Northeasterly corner of a certain tract of land conveyed by Quit Claim Deed recorded in Doc. No. 2010R-10973; Thence South 17°14’21” East 182.75 feet, along the Easterly line of said certain tract of land conveyed by Quit Claim Deed recorded in Doc. No. 2010R-10973, to a point being 40.00 feet Northwesterly of and at right angles to the Northwesterly right-of-way line of Merriam Lane, as now established, said point also being the “point of beginning”; Thence continuing South 17°14’21” East 40.32 feet, along said Easterly line, to a point on said Northwesterly right-of-way line; Thence South 65°31’27” West 107.20 feet along said Northwesterly right-of-way line; Thence North 24°28’33” West 40.00 feet along a line perpendicular to said Northwesterly right-of-way line; Thence North 65°31’27” East 112.28 feet, along a line 40.00 feet Northwesterly of and parallel with said Northwesterly right-of-way line, to the “point of beginning” of the tract herein described, containing 4,390 square feet or 0.1008 acres, more or less.

Subject to all easements and restrictions of record.

Tract 47 - Fee Simple Owner:
Ty Gray and Kelly Gray
PO Box 1212
Mission, Kansas 66222

Interests to be Acquired:
Temporary Construction Easement:

A tract of land situated in the Southwest Quarter of Section 32, Township 11 South, Range 25 East of the 6th Principal Meridian in the City of Kansas City, Wyandotte County, Kansas, said tract being more particularly described as follows:

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97).

Commencing at the Northeast corner of the Southeast Quarter of the Southwest Quarter of said Section 32, said point being the Northwest corner of Lot 10, “WYANDOTTE PARK”, a subdivision of land in the City of Kansas City, Wyandotte County, Kansas, according to the recorded plat thereof; Thence South 01°58’29” East 116.58 feet, along the East line of the Southeast Quarter of the Southwest Quarter of said Section 32 and the West line of said Lot 10, to a point being 40.00 feet Northwesterly of and at right angles to said Northwesterly right-of-way line, said point also being the “point of beginning”; Thence continuing South 01°58’29” East 43.30 feet, along the East line of the Southeast Quarter of the Southwest Quarter of said Section 32 and the West line of said Lot 10, to a point on the Northwesterly right-of-way line of Merriam Lane, as now established; Thence South 65°31’27” West 67.28 feet, along said Northwesterly right-of-way line, to the Southwesterly corner of a certain tract of land conveyed by Warranty Deed recorded in Doc. No. 2013R-00395; Thence North 17°53’38” West 40.27 feet, along the Westerly line of said certain tract of land conveyed by Warranty Deed recorded in Doc. No. 2013R-00395, to a point being 40.00 feet Northwesterly of and at right angles to said Northwesterly right-of-way line; Thence North 65°31’27” East 79.23 feet, along a line 40.00 feet Northwesterly of and parallel with said Northwesterly right-of-way line, to the “point of beginning” of the tract herein described, containing 2,930 square feet or 0.0673 acres, more or less.

Subject to all easements and restrictions of record.

2. It is hereby found that the costs of this project will be paid by Federal Highway Grants and by Unified Government of Wyandotte County/Kansas City, Kansas General Obligation Debt Funding.

3. The Chief Counsel of the Unified Government of Wyandotte County/Kansas City, Kansas is hereby ordered and directed forthwith to commence proceedings for the acquisition of the above described property and to do and perform all things which might be necessary and required by law to acquire the aforementioned rights in and to said property.

4. This ordinance shall take effect and be in force after its passage, approval and publication.'
PASSED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS _____DAY OF ________________, 2015.

Honorable Mark R. Holland
Mayor/CEO
Wyandotte County/Kansas City, Kansas

ATTEST:

Unified Government Clerk

Approved as to Form:

Kenneth J. Moore, Deputy Chief Counsel
Staff Request for Commission Action

Type: Standard
Committee: Full Commission

Date of Standing Committee Action: 6/1/2015
(If none, please explain):

Proposed for the following Full Commission Meeting Date: 7/23/2015

Action Requested:
Adopt Resolution establishing a Public Hearing date of August 13, 2015 for the Creation of a Community Improvement District (CID) for the Turner Woods project.

Please note - two publication dates for the Resolution of July 30th and August 6th.

Publication Date: 7/30/2015

Budget Impact: (if applicable)

Amount: $
Source:

☐ Included In Budget
☑ Other (explain) Policy action by Commission. Significant development project.

File Attachments:

☑ File Attachment
☑ File Attachment
☑ File Attachment
RESOLUTION NO. R-______-15

A RESOLUTION CALLING AND PROVIDING FOR THE GIVING OF NOTICE OF A PUBLIC HEARING ON THE ADVISABILITY OF CREATING A COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF KANSAS CITY, KANSAS TO BE KNOWN AS THE TURNER WOODS COMMUNITY IMPROVEMENT DISTRICT AND REGARDING THE UNIFIED GTOVERNMENTS INTENT TO LEVY COMMUNITY IMPROVEMENT SPECIAL ASSESSMENTS WITHIN SUCH DISTRICT.

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 July 1, 2015, proposing the creation of the Turner Woods Community Improvement District (“CID”) under the Act, the imposition of a special assessments 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 special assessments as requested in the Petition (the “CID Special Assessment”); and

WHEREAS, the Governing Body hereby finds and determines it to be necessary to direct and order a public hearing on the advisability of creating the CID, approving the Projects set forth in the Petition and levying the CID Special Assessment, pursuant to the authority of the Act; and further to provide for the giving of notice of said hearing in the manner required by the Act.

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

SECTION 1. Petition. The Governing Body hereby finds and determines that the Petition meets the requirements of the Act.

SECTION 2. Public Hearing. It is hereby authorized, ordered and directed that the Governing Body shall hold a public hearing, in accordance with the provisions of the Act, on the advisability of creating the CID, approving the Projects set forth in Petition, and whether to impose a CID Special Assessments such public hearing to be held on **August 13, 2015 at 7:00 p.m.,** or as soon thereafter as the matter can be heard, at in the Commission Chambers, lobby level of the Municipal Office Building, 701 North 7th Street, Kansas City, Kansas, under the authority of the Act.

SECTION 3. Proposed CID Projects. The general nature of the CID Project is as follows:
The development and construction of approximately 1,250,000 square feet of light industrial and manufacturing space on 130 acres of real property generally located south of the intersection of Riverview Avenue and the Turner Diagonal Highway, but north of Speaker Road, all located in the Kansas City, Kansas (“Private Project”). The redevelopment shall include the construction of an industrial park, including, but not limited to, light industrial, distribution and manufacturing space, parking lots, internal access roads, site work, signage, streetscapes, and other related infrastructure and improvements, all as may be reimbursable pursuant to the Act.

The CID Project shall also include the replacement of the Riverview Avenue bridge over Turner Diagonal, which replacement may include an at-grade crossing at Turner Diagonal (as opposed to a replacement of the bridge), and a new interchange off of Turner Diagonal (the “Road Project”) in accordance with the Act.

SECTION 4. Estimated Cost. The estimated total CID Project costs are $69,000,000 plus an additional $10,000,000 for the Road Project and any financing costs which are eligible pursuant to the Act, and any fees or expenses of the UG in connection with the CID Project. Additionally, ongoing costs associated with the operations, maintenance, and upkeep of property located within the boundaries of the CID Project shall be eligible for reimbursement. Notwithstanding anything in this Petition to the contrary, only eligible CID costs as set forth in the Act shall be reimbursable under the CID Project. A specific budget related to the estimated cost of the CID Project will be set forth in the Development Agreement to be negotiated and executed by and between the UG and the petitioner or successors in title.

SECTION 5. Method of Financing and Community Improvement District Special Assessments. The costs of the CID Project will be financed with CID Special Assessments levied pursuant to the provisions of the Act and reimbursed on a pay-as-you-go basis, as defined in the Act. The Petition requests financing only by CID Special Assessments, and not any CID sales tax. The Petition does not request the issuance of bonds, including full faith and credit bonds pursuant to the Act for the Private Project. The Road Project may be financed with the issuance of bonds, including full faith and credit bonds issued pursuant to the Act.

It is proposed that a CID be created that will impose CID Special Assessments on a $1.04 per building square foot basis. Accordingly, within the 22 year CID lifespan, CID Special Assessments will be imposed on individual buildings and CID Special Assessments will begin on the date each building is issued a certificate of occupancy and will continue for a period of 10 years thereafter. Each building’s 10 year period will be specific to that building and may cover different years than buildings built during different times. Each building’s CID Special Assessments will last 10 years from the date of issuance of the certificate of occupancy and no CID Special Assessments shall be imposed or extended beyond the 22 year life of the CID. Notwithstanding the foregoing, if only one building is completed in the CID on which CID Special Assessments have been imposed, then at the end of the 10 year period of CID Special Assessments for that building, and at such time, there are no additional buildings on which to impose CID Special Assessments, then CID Special Assessments will continue on that one building at a $0.52 per square foot basis until the earlier of (a) that date when the Road Project costs have been paid for or reimbursed in full, (b) an additional building is completed and issued a certificate of occupancy and CID Special Assessments have been imposed on the additional building, or (c) the end of the 22 year CID lifespan.

SECTION 6. Map and Legal Description of Proposed CID. The legal description of the property to be contained in the proposed CID is set forth on Exhibit A attached hereto and incorporated by reference herein. A map generally outlining the boundaries of the proposed CID is attached as Exhibit B hereto, and incorporated by reference herein.
SECTION 7. Notice of Hearing. The Unified Government Clerk is hereby authorized, ordered and directed to give notice of said public hearing by publication of this Resolution in the official newspaper. Such publication shall be at least once each week for two consecutive weeks. The second publication shall be at least 7 days prior to the date of the hearing. The Unified Government Clerk is hereby further ordered and directed to mail a copy of this Resolution, via certified mail, to all property owners within such proposed CID at least 10 days prior to the date of the hearing.

SECTION 8. Reimbursement. The Unified Government expects to make capital expenditures after the date of this Resolution in connection with the Projects, and the City intends to reimburse itself for such expenditures with the proceeds of obligations in the maximum principal amount of $10,000,000.

SECTION 9. Effective Date. This Resolution shall be effective upon adoption by the Governing Body.


__________________________________
Mayor/CEO

__________________________________
Unified Government Clerk
CERTIFICATE

I, hereby certify that the above and foregoing is a true and correct copy of Resolution No. R-_______-15 of the Unified Government of Wyandotte County/Kansas City, Kansas adopted by the Governing Body on July 23, 2015 as the same appears of record in my office.

DATED: July ____, 2013.

____________________________________
Unified Government Clerk
EXHIBIT A

LEGAL DESCRIPTION OF PROPOSED TURNER WOODS COMMUNITY IMPROVEMENT DISTRICT

The following property located in Wyandotte County, Kansas City, Kansas:

TRACT I

Parcel A:
A tract of land in the Northeast Quarter of Section 15, and the Northeast Quarter of Section 16, all in Township 11, Range 24, in Kansas City, Wyandotte County, Kansas described as follows:

Beginning at a point which is 112.0 feet North of the Southwest corner of the Northwest Quarter of said Section 15, thence North 87 degrees 13 minutes 30 seconds West, parallel with the South line of the Northeast Quarter of said Section 16, 748.43 feet to a point on the Wyandotte Delaware Reserve Line; thence South 0 degrees 04 minutes 30 seconds East and along said Wyandotte Delaware Reserve Line, 20.0 feet to its intersection with the South line of the Northeast Quarter of said Section 16, thence South 87 degrees 13 minutes 30 seconds East and along the South line of said Northeast Quarter of Section 16, 860.43 feet to the southeast corner thereof, thence North 89 degrees 34 minutes 30 seconds East and along the South line of the Northeast Quarter of said Section 15, 2358.24 feet to a point which is 207.0 feet West of the Southeast corner of said Northwest Quarter of Section 16; thence North 0 degrees 21 minutes West parallel with the East line of the Northwest Quarter of said Section 15, 1815.0 feet, thence North 89 degrees 34 minutes 30 seconds East parallel with the South line of said Northeast Quarter of Section 15, 158.38 feet to a point on the Southwesterly right of way line of the Turner Diagonal Right of Way Line, thence Northeasterly and along the Turner Diagonal Right of Way Line on a curve to the right, having a radius of 2418.46 feet, an arc distance of 1194.22 feet to a point, which is 165.40 feet South of and 138.30 feet East of the Northwest corner of said Turner Diagonal Right of Way Line, thence Southwesterly and along the meanderings of said Mill Creek to a point which is South 37 degrees 29 minutes 50 seconds from the last described point, thence due South, parallel with the East line of the Northeast Quarter of said Section 16, 1340.0 feet to the point of beginning, less that part taken or used for road purposes.

Parcel B:
The East 60 feet of the following described tract of land:

Beginning at a point on the North line of Section 15, Township 11, Range 24, in Kansas City, Wyandotte County, Kansas, 450 feet East of the Northwest corner of said Section; thence East 870 feet to the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 15; thence South 1120 feet; thence West 870 feet; thence North 1120 feet to the point of beginning, except the East 438.72 feet thereof, also except that part taken for road purposes.
TRACT 2:
The East 439.72 feet of the following described real property:

Beginning at a point on the North line of Section 15, Township 11, Range 24; in Kansas City, Wyandotte County, Kansas, 450 feet East of the Northwest corner of said Section, thence East 870 feet to the Northwest Quarter of the Northwest Quarter of Section 15, thence East 1120 feet; thence West 870 feet, thence North 1120 feet to the Point of Beginning, all in Wyandotte County, Kansas, EXCEPT that part in road, if any.

TRACT 3:
Beginning at a point on the North line of Section 15, Township 11, Range 24, in Kansas City, Wyandotte County, Kansas, 450 feet East of the Northwest corner of the Northwest Quarter of said Section 15, thence East 870 feet, thence South 1120 feet, thence West 870 feet, thence North 1120 feet to Point of Beginning except the East 499.72 feet thereof, less that part taken or used for road purposes.

TRACT 4:
Parcel A:
The East 297 feet of the South Half of the North Half of the following described tract of land:

Beginning at a point 19 and 29/49 poles North at the southwest corner of the Northeast Quarter of Section 15, Township 11, Range 24, in Kansas City, Wyandotte County, Kansas, thence East 80 poles; thence North 41 and 24-49 poles; thence West 98 poles; thence South 41 and 24/49 poles; thence East 18 poles to the point of beginning.

Parcel B:
The South Half of the North Half of the following described tract of land:

Beginning at a point 19 and 29/49 poles North of the Southwest corner of the Northeast Quarter of Section 15, Township 11, Range 24, in Kansas City, Wyandotte County, Kansas; thence East 80 poles, thence North 41 and 24-49 poles, thence West 98 poles; thence South 41 and 24/49 poles; thence East 18 poles to the point of beginning, except that part taken or used for public road purposes, except the East 297 feet thereof.
EXHIBIT B

MAP OF PROPOSED TURNER WOODS COMMUNITY IMPROVEMENT DISTRICT
July 17, 2015

Mrs. Bridgette D. Cobbins  
Unified Government Clerk  
East Building

Re: Subdivision Plat Approval for

Dear Mrs. Cobbins:

Please be advised that the Engineering Division has reviewed the attached plat of KAW POINT INDUSTRIAL PARK located along Fairfax Road next to Kaw Park being developed by North Point and owned by the Unified Government of Kansas City, Wyandotte County Kansas.

At this time, we recommend that the Commissioners accept this plat and authorize the Mayor/CEO and Unified Government Clerk signatures. I am providing you with two mylars for signature, and one (1) paper copy for Commission review. Please place this on the next scheduled Commission agenda.

After the Mayor has signed the plat, it should be referred to Planning Division for further processing.

Respectfully submitted,

Brent B. Thompson, R.L.S.  
County Surveyor

William J. Heatherman, P.E.  
County Engineer

Attachments
FINAL PLAT
KAWS POINT INDUSTRIAL PARK
A Tract of land located in the Northwest and Southwest Quarter of Fractional Section 2, part of the Southeast Quarter of Fractional Section 3, part of the Northeast Quarter of Fractional Section 10, and part of the Northwest Quarter of Fractional Section 11, all being in Township 11 South, Range 25 East of the 5th Principal Meridian, all being in the City of Kansas City, Wyandotte County, Kansas.
Jul 17, 2015

Mrs. Bridgette D. Cobbins  
Unified Government Clerk  
East Building

Re: Subdivision Plat Approval for

Dear Mrs. Cobbins:

Please be advised that the Engineering Division has reviewed the attached plat of AZ-ZAHRA CENTER located at 84th and Leavenworth Road being owned by AZ-ZAHRA CENTER.

At this time, we recommend that the Commissioners accept this plat and authorize the Mayor/CEO and Unified Government Clerk signatures. I am providing you with two mylars for signature, and one (1) paper copy for Commission review. Please place this on the next scheduled Commission agenda.

After the Mayor has signed the plat, it should be referred to Planning Division for further processing.

Respectfully submitted,

[Signature]
Brent E. Thompson, R.L.S.  
County Surveyor

[Signature]
William J. Heatherman, P.E.  
County Engineer

Attachments
July 15, 2015

Mrs. Bridgette D. Cobbins
Unified Government Clerk
East Building

Re: Subdivision Plat Approval for

Dear Mrs. Cobbins:

Please be advised that the Engineering Division has reviewed the attached plat of FAMILY DOLLAR PLACE located at 34th & Leavenworth Road and being developed by Triple C Development.

At this time, we recommend that the Commissioners accept this plat and authorize the Mayor/CEO and Unified Government Clerk signatures. I am providing you with two mylars for signature, and one (1) paper copy for Commission review. Please place this on the next scheduled Commission agenda.

After the Mayor has signed the plat, it should be referred to Planning Division for further processing.

Respectfully submitted,

[Signature]

Brent E. Thompson, R.L.S.
County Surveyor

[Signature]

William J. Heatherman, P.E.
County Engineer

Attachments
The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in regular session Thursday, June 4, 2015, with nine members present: Melissa Bynum, Commissioner At-Large First District; Walker, Commissioner At-Large Second District; Townsend, Commissioner First District; McKiernan, Commissioner Second District; Johnson, Commissioner Fourth District; Kane, Commissioner Fifth District; Walters, Commissioner Seventh District; Philbrook, Commissioner Eighth District; and Holland, Mayor/CEO. Commissioners Murguia, Third District; and Commissioner Markley, Sixth District; were absent. The following officials were also in attendance: Doug Bach, County Administrator; Gordon Criswell, Assistant County Administrator; Joe Connor, Assistant County Administrator; Melissa Mundt, Assistant County Administrator; Jody Boeding, Chief Legal Counsel; Carol Godsil, Deputy Unified Government Clerk; Lew Levin, Chief Financial Officer; George Brajkovic, Economic Development; Don Ash, Sheriff; John Paul Jones, Fire Chief; Terry Zeigler, Chief of Police; Tyrone Garner, Deputy Chief of Police; Renee Ramirez, Human Resources Director; Maureen Mahoney, Assistant to Mayor/Chief of Staff; Jason Banks, Asst. to the Mayor/Manager; Lindsay Behgam, Executive Coordinator to the Mayor; Bill Hurrelbrink, Assistant to the Mayor; Captain Moses Toledo, Sergeant-at-Arms.

MAYOR HOLLAND called the meeting to order.

ROLL CALL: Philbrook, Bynum, Townsend, McKiernan, Johnson, Kane, Walker, Walters, Holland.

INVOCATION was given by Reverend Atrell Harris, Roswell Church of Christ.

Mayor Holland asked if there were any revisions to the agenda. Carol Godsil, Deputy UG Clerk, stated, Mayor, we do have one under the Mayor’s Agenda. We have an editorial revision under recruitment, changing allowed permanent residents to apply for the KCK Fire Department to read allow permanent legal residents. Mayor Holland said I believe its legal permanent
residents. **Ms. Godsil** said permanent residents, yes sir. **Mayor Holland** said it’s an editorial change, not substantive but we will point that out when we get to it in the slide show, but thank you for noting that editorial correction.

**MAYOR'S AGENDA**

ITEM NO. 1 – 150149...RESOLUTION: PUBLIC SAFETY TASK FORCE RECOMMENDATIONS

SYNOPSIS: A resolution adopting the Public Safety Task Force recommendations, dated June 4, 2015, and authorizing the same to be implemented subject to adoption of the requisite budget authority, submitted by Mark Holland, Mayor/CEO.

**Mayor Holland** said we have a resolution before us to adopt Public Safety Taskforce Recommendations. We are going to have a presentation tonight about this and then we will have discussion by the Commission after this presentation.

I’m going to start off a little bit giving a little bit of background about this Commission and how it has taken place. We had a timeline. If we want to fast forward and I’ll just give you an idea of what we’re going to do tonight. I’m going to give some introductory remarks. I’m going to ask Darryck Dean of the Department of Justice to give a few comments as well and then we’ll turn it over after those introductory comments for presentation by the leadership team. The leadership team is represented by Rev. Jimmie Banks, Bill Miller, former commissioner; and David Smith. Also, Irene Caudillo is also a member of that leadership team and is unable to be here tonight, but we want to recognize and appreciate her for her work. In addition, we have a lot of people to thank but I’m going to walk through a little bit of the timeline of how this worked and then turn it over for the presentation by the leadership team.

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On the slide you’ll see our timeline. We actually began working on this in November of 2013 as we observed a recruit graduation. That December, that next month I started working with the County Administrator, the Fire Chief and Human Resources. In January 2014 I announced my intention to reach out to the Department of Justice and to work with the U.S. Attorney, Barry Grissom. That commitment then led to April through August of 2014 where we worked on really data gathering. This was really an intensive staff driven process where we just needed to gather the data to kind of see the scope of what we’re talking about in terms of the recruiting, hiring, promoting and ongoing issues that might be present. We then announced in September and October this process.

The commissioners were each appointed representatives in 2014 and then in December of 2014 we began the Mayor’s Department of Justice Public Safety Recruitment Taskforce Meeting. That has concluded. We met all the way through May. The timing of this is important. We wanted to end the recommendations late April early May so they could be adopted in time for the County Administrator to work on them in the context of the budget. Some of these recommendations tonight have budgetary implications, others do not, but in order to keep in sync with the timeline of the budget we needed to have some action taken tonight so that the County Administrator has direction to work.

The resolution actually that we have tonight would be to adopt these recommendations pending budgetary authority that would come through the summer. So obviously the Commission, we’re not here to write a blank check to the Administrator, though I think the Administrator would be glad to get a blank check at any point during his tenure, but it won’t be tonight. What we do intend is to adopt the recommendations and then send those to him to work
through the normal budgeting process so as these items come forward, the ones that do cost money we will see again.

I want to go to the next slide now and look at some of the people who have helped. I mentioned the Leadership Team. I was a part of that. We also had from the staff Gordon Criswell, Renee Ramirez in HR, Maureen Mahoney and Jason Banks. I really want to thank my whole staff who was very helpful throughout this. We couldn’t have done it without Rachael and Jasmine and their administrative support as well. There’s been a lot of work that’s gone into this process, this month long process.

We put together a team of about forty people. We averaged over thirty people per meeting for this recruitment taskforce. Each commissioner had a recommendation. We had people from all of the different schools. Representatives from all the different school districts as well as the community college and Donnelly College. We had representatives from each of the departments; the Police Chief, Fire Chief and Sheriff were instrumental in this process in terms of moving forward. There was an invitation given to each of the unions to be a part of that as well and other community members. So a broad standing group that really worked very hard to vet all of these different recommendations and work on this. I would like to ask if there are any
members of the committee, while I see many of you here, I would ask the members who are present of either the Leadership Team or the taskforce generally, if you’re present, to please stand so we can recognize you. Thank you. (Approximately 18 people stood)

I want to say this has been a really great process that I’m very proud of. Our community has high expectations and we have the greatest diversity really, and I tell this story all the time because I’m very proud of it, our community has the highest level of diversity of any other county in the country. There is only one other county in the nation that has the same level of diversity as Kansas City, KS and that’s Browar County in Miami. That’s where you have three different ethnics groups, the Anglo group, the African American and the Hispanic group all represented with more than 25% of the population. That’s a level of diversity that we celebrate every single day and brings with it an opportunity and an expectation in our community that our Unified Government as well as all of our departments are a representative of that diversity. We’re also—the gender diversity in our departments is very important as well. This process gave us an opportunity really to walk through looking at the pieces that were there.

I’ll say one of the things I was looking for, because of the numbers that I saw were troubling, I was really looking for that smoking gun of the one thing that stood out that said this is a discriminatory practice that’s taking place that if we fix, then everything will be fine. What I found as we dug into this is there was no smoking gun where there was something discriminatory being done. As I looked at our hiring process and I look at the caliber and quality of people in all of our public safety departments, police, fire and sheriff, we have clearly hired the highest quality people. We’ve done an outstanding job maintaining very high standards in hiring the right people to do the job. As we dug into it, I didn’t see any discriminatory practices in the hiring process. What I saw was a recruitment pool that did not reflect the diversity of our community. When the recruiting pool doesn’t reflect the diversity of the community it’s impossible for the hiring pool to reflect the diversity of our community.

Most of the time and frankly most of the recommendations that are coming forward are rooted in the recruitment component of it so that we can make sure that our kids in our community have access to these great jobs and these great careers. That’s been an impetus that we’ve been working on. I’m very proud of the work that’s been done because I think the committee took it very seriously, this taskforce took their job very seriously. I think we’ve had a lot of community support ongoing. We had a tremendous public hearing earlier this winter.
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where we had members of the committee come forward and we filled this room getting input from the community about what their hopes and dreams were for our public safety. We’ve tried to craft recommendations that would bring all of our departments up to speed with what the expectations are.

I will close my portion with those comments and just thank all the folks who have been a part of this again. I want to thank this Commission. In the fall of 2013, a number of commissioners approached me and said we need to do something. There seems to be a disconnect at some level and we want to take steps to move it in the right direction. The Commission has been very supportive of this process from day one. I’m looking forward to the presentation tonight and the dialogue that follows.

I just want to express my appreciation. Mr. Dean was traveling on his way here so I trust he will be here at some point. What I want to do is go ahead and turn it over to the Leadership Team to begin their presentation.

Reverend Jimmie Banks said this isn’t church. I stand here honored to have been asked by the Mayor along with these other taskforce members to work on this effort to improve the representations of minorities and women in our public safety forces. This is just another, how can I say this, industry issue that I have faced throughout my career.

In business, if there’s something that you need in order to compliment your business, strengthen or to prosper your business, you go out and you seek it. That’s called recruitment, it’s called hiring, it’s called promotion, it’s called retention and in the changing demographic reality that we see today, we can’t maintain the status quo relative to the makeup of those departments as they are now. It just isn’t feasible. As I look at the backdrop of all of these iconic structures that are part of Wyandotte County, the history, the collaborations and cooperation’s that it took in order to make this possible.

We stand here with a similar opportunity to fashion out a challenge an opportunity to make a new future for the young people who do want to make a firemen, police person or a sheriff one of their careers, but they’re cloudy in their mind as to how to accomplish that because they haven’t seen any positive ways for them to accomplish it. As we sat down, we’ve done an exhaustive search. All of the subject matter experts that you saw stand here tonight have given of their time, their talent and their resources to come up with ways, means, ideas and
suggestions, some heated discussions; but we were all here for the same reason and that is to come out of here with something that we could recommend that you all would consider and fund.

Looking at the landscape as it is now and anybody looking at the news can see that we are well on track of being ahead of problem situations that have erupted in other cities where when they took an opportunity to look at their data, they found that they were woefully lacking and had they taken some action previously, it might have mitigated or even eliminated some of the tragedies and violence. That’s where we are with an opportunity to do something proactively and we solicit your support. It’s not a perfect document. We’re going to continue to work on it. As we ensue in this particular presentation I’m going to be followed by Bill Miller who’s going to talk about recruitment. David Smith is going to talk about hiring. I’m going to come back and talk about promotions and long-term oversight. Bill Miller will also give you some statistical rack ups about where we are.

![Public Safety Comparison](image)

**Bill Miller** said I think its important today to sort of look at where we start. Where we start is sort of the low point in my mind. You know I live in Wyandotte County. I feel like I’ve got a lot of family and friends here. I think the community would not be happy that we hired 31% of people from Wyandotte County in the class of November of 2013. I think that’s the context where we sort of started. For whatever reason that is, I think that was sort of our baseline in terms of starting the process.
I think one of the things that the taskforce spent about 8 weeks on maybe even 12 weeks on was data gathering. I know that Mrs. Ramirez in the Human Resources Department, Chief Jones, Sheriff Ash, basically both Chiefs of Police that we had during this process really spent a lot of time to provide us data and input so that we could give you some real recommendations and what I mean by that is, I’ve been on the other side of that wall. We’ve all gotten these taskforce recommendations that say be nice here, be nice here. That’s not what we’re trying to give you tonight. We’re trying to give you some hard and fast actionable items that you can then debate and make decisions as you move forward and go through the process.

As we started through the data analysis, it’s sort of interesting and I think sort of reflective in that if you break out public safety and non-public safety of the total Unified Government workforce, our non-public safety side, we are very diverse and in our public safety side we have some challenges as you can see by the three organizations that are there.

Now here’s the good news. The good news is this, if you look at the Police Department and the Sheriff’s Department and you look at the most recent hiring patterns, and by that I’m discussing the last four or five years, if you just hang in there and do what you’re doing, over time that demographic is going to be very reflective of our community. If you look at the new hiring classes and the data that we saw, I think that gave us a lot of comfort. We didn’t see that in Fire. That’s why you’re going to see more directions and more content as it relates to the Fire Department, not because the others are any less important, but those recent demographic shifts that have occurred are strong and I mean you can tell just by looking at the numbers that we’re making some headway in those particular areas.
You know I don’t have to tell you the community you live in. Men and women are active in it and you know it every day, but the other part of this that sort of troubles me is, and the people who’ve been on the taskforce are probably tired of hearing me on this item, is that our community, again, if you take out public safety, we have a very diverse workforce in terms of men and women but we really don’t have that on public safety. While there might be a lot of good, strong reasons for that historically, the fact is that many of the activities undertaken by the Fire Department are related to EMS and transport and I think women are well suited in that particular—not that we haven’t made headway in both Police and Sheriff, but I think that we can make strong headway in the area when we focus just on male and female. Again, the data that we looked at: local, minority and women and as you see these taskforce recommendations coming forward, I think you’re going to see that’s what we’re trying to accomplish as we move through them.
As Rev. Banks mentioned, the four areas that we talked about include recruitment, hiring, promotions and long-term oversight. We’re going to take a moment and step through those. The first one is recruitment.

This is really important. As we look at the data, the facts that I was able to ascertain by looking at them is that the demographic makeup of individuals hired in virtually all three of the sworn personnel positions reflected the hiring group that was recruited. If we had applicants, they generally stayed that demographic all the way through. To put it another way, people are not weeded out during the process and I’ve heard those assertions over the years that they don’t get a chance, I didn’t get a chance, she didn’t get a chance but really when you look at the data, you
don’t see that through there. There’s not a systematic way in which those numbers are changing in a material manner.

As we walk through the first slide, you’ll see that what we really think is that one of the things that we sort of ascertained is that there was a lot of the Human Resources side of these organizations that’s operated outside of the Human Resources department. That became pretty apparent to us as we tried to gather data, as we tried to get information as it relates to why the process is different over here, the process is different over here and the process is different over here. What we think is that in terms of recruitment, we haven’t hired anybody. We’re just trying to recruit people to work for us.

We’d like to see some more transparency, some more accountability, some more activity and so as you look at it, we’re saying Human Resources really needs to drive the recruitment process across the sworn personnel spectrum, if you will. We want to create some budget for recruitment. There isn’t a budget for recruitment in Fire. We’ve heard that loud and clear from Fire.

We’re not suggesting that we increase necessarily the Fire Department budget to do that. That’s you guys’ job; however, we’re saying that really needs to be a Human Resources’ function so that can work across the spectrum of Police, Fire and the Sheriff’s Department. We’d like to see those recruiters be dedicated over the span of a year frankly because these hiring cycles vary and what we heard from the community and from people who communicated with us is, you know, it just didn’t line up at the right time. By the time—I didn’t know when they were going to do it, when they weren’t going to do it. We think that having dedicated recruiters out having an impact, recruiting literature that’s dated where people can get hard copies, enhance web technical support is imperative in the recruitment process.

The last thing that we heard quite loud was increasing our partnership with the school districts, the community college and Donnelly College. We were very fortunate to have good representation and activity from all entities because honestly I think some people from our staff articulated that we’re not getting—we are not successful in attracting kids from our local school districts into our hiring process. We think that by maybe being more involved at the school district level that could impact that.

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I will tell you that’s not a remark we got from Police because we have the community officers in high schools, I think it’s had a strong impact on our ability to recruit, particularly minority and women in the Police side and the Sheriff side of public safety.

Everybody up there behind this screen is probably familiar with the Cadet Program. We’ve had them on and off. It seems to me, this is my view, that when budgets get tough, we sort of say you know what, that’s the area we’re going to cut. As a result of that, we don’t have a Cadet Program today in the Fire Department and we have some limited cadet activity in other organizations. We’re saying this is a cornerstone of hiring minorities, women and locals, frankly, as you look at it.

We think that this recommendation is to develop a process where salary, benefits, tuition, school reimbursements and provide them some employment during the process. As you see in the hiring slides that are going to occur in a moment, we’re recommending shorter periods of time on those cadet programs. We’re recommending if the EMT process, for instance that we heard repeatedly through our system, requires six months that that Cadet Program not be two years or three years but to lower that so we can move more people through the Cadet Program. In Police it makes sense. I mean there was a lot of discussion. There’s debate both ways but the discussion centered around first and foremost well, if we hire cadets at 18, we’ve got them on the books for a little while. We can impact behavior. The converse of that frankly is, our discussion

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was yes, but if we hire them at 20, we can really get them through the cycle and move more people through the Cadet Program and have bigger impacts on minorities and women.

The last one really—these last two are sort of controversial so they’re on a separate slide. We want to talk about them with you for a moment. The reduced age for the Kansas City, Kansas Fire Department from 21 to 19; that was a recommendation that came through the Fire Department. Kansas City, Missouri, has an age of 19. I think other districts around the metropolitan area have an age of 19. I’m not qualified to tell you what that does, but I think their view was that allows them to get to that applicant earlier and maybe entice them into our program. That does factor into the cadet cycle and how that works so that needs some further review, but a recommendation is to look at reducing the age on the Fire Department from 21 to 19.

To allow legal permanent residents to apply for the Fire Department, this one is a little misunderstood frankly, at least it was by me, I’ll be honest. The legal permanent resident in the United States can serve in our military. We have children who were brought here at a young age and for whatever purpose, they reached the status as a legal permanent resident. They can serve in our—you could go and fight for our county, come home and you can’t be hired on our public safety and we think that’s wrong. We think that’s worthy of review. That’s, again, a hard recommendation that we’re making to you tonight.
So now we’re going to go to hiring. Again, we’re trying to walk through these steps. I’d like to introduce David Smith to come forward and handle that.

David Smith said I appreciate the chance to both represent the other members of the taskforce and to present before you, the commission.

As Mr. Miller said, we want to drive this all through the Human Resources Department. There is a feeling that that both allows for some standardization across the three departments, but also it allows us to take advantage of the expertise and the technical capacity of our Human Resources Department. In doing that, you’ll see a number of things that we’ve talked about doing. One of those is the small academy classes. We currently have some larger classes that take a long time to move through the process. The idea was in the hearing that if we can have smaller classes, we’ll have the opportunity to move them through more quickly, get applicants through the process more quickly.

There were concerns stated both here at the commission and in the taskforce meetings about the testing that we do: the psychological, physical, written and the CVSA. So, we want to validate that and just make sure that everyone is comfortable that we’re getting—when we have a test, it gives us what we’re asking for. We want to make sure that it’s validated. Give some orientations for the agility training to make sure that we’re giving people every opportunity to move through those and provide some additional both web and technical support to Human Resources.
Resources so that they can be able to do the best job that they can with recruitment as well as the hiring process.

We also, and this is, again, the issue of standardization to make sure that there is a physical agility test for the Sheriff’s Department to go along with the ones that exist for the Fire and for the Police Department and standardize those.

This next one is one that we had a lot of conversation about. In particular, we heard a lot from the community, in particularly the minority community here in Wyandotte County, that having EMT as a prerequisite served as a barrier. One of the things we talk about in the school district is creating pathways for our students so that they can move and they can have a sense of how they move through the process to get to the career that they want for themselves. We spend a lot of time and energy on helping them to negotiate those pathways.

What we have found and what the taskforce talked about was that the EMT requirement and having that as a prerequisite that the student had to have in order to apply stood as a barrier. When we talked about the recruitment phase, it meant that our pool of applicants didn’t have the diversity that we wanted. We felt like the EMT requirement was one of the things that stood in the way. So, there’s a strong belief that once we get somebody hired, we can get them through to their EMT certification so that becomes part of the process of once they’re hired rather than something that stands in the way. We don’t believe that there’s any reason why that should serve
that that should be out front. We know we can get our applicants, once they’re hired we can get them trained as EMT. That was a very important recommendation.

As a part of the process, once an individual gets a conditional offer of employment, there have been times when that offer gets withdrawn. The way we are currently structured, the individual who has that experience—as commissioners, you heard people at the last commission meeting where we talked about this tell their own personal stories because of laws, they’re not allowed to know why they weren’t hired. So you have an individual who is told we want to hire you, they then are told I’m sorry, we’re not going to hire you and they have no idea why. That doesn’t seem fair and we believe that if we can get a release from individuals to essentially release the Unified Government then they can at least know what the issues are and perhaps address those so that sometime in the future they might be able to get hired. That just seems fair. I know if I was in that position I would be frustrated to not know. That seems like a difficult position to put people in. We believe if we can put forth these hiring recommendations, that that’s going to strengthen after we recruit a quality class, strengthen the hiring and get the people that we want.

Rev. Banks said in aspiring to be an employer of choice, there are linkages between all these areas that must be maintained. When you recruit, you need to know what the qualifications are. Are they bonafide? Do they really relate to success or failure on the job? That’s the hiring part of it. The recruitment part is where do you get them? Where are they? Where do you fish for them? The last one is promotion. Once I get there, what’s in it for me? What is the process? What’s the pathway? You look around and you see fellows who have tried to matriculate and they tell all kinds of stories about brick walls, invidious barriers and contract language that prohibit them from being mobile within the workforce. When that word filters out into the community, that dampens the recruitment potential that you have in that community.

As a part of our deliberations and working with Human Resources to identify ways and means we might address that, we’re looking at the contract language and anything that would help us improve the attraction of qualified people for these particular positions. We need to drive the testing dates so that they complement our needs. Oversight for all promotional testing, that needs to be officed under Human Resources and not parceled out to each individual entity, likewise, the review of the physical agility exams for validation. I think the transparency of this
entire process would be a great improvement. I mean you shine the light in, more people are able to see and make decisions as to whether or not this is something that is career worthy for them. We do think that a job in our public safety department in the Unified Government of Wyandotte is a good job and we’d like to see our local people competing for these jobs.

In the long-term, as I said, we haven’t submitted a perfect document. There are some things that need to be worked on, obvious discussion that need to be dealt with but training is going to continue because they’re areas of sensitivity as we’ve seen in the media here recently. There’s continuing edification that’s needed in the workforce. The work environment is critically important to success or failure on the job. The employer is legally responsible for the work environment. If something of a discriminatory nature happens, the question becomes when did you know? When should you have known and then the clock starts ticking; so there’s a requirement that we have there. Accountability, transparency, nothing to hide, everything in the open, all of the processes and procedures are there for everybody to see. The same rules apply to everybody; no favorites. I don’t know how you wrap your arms around the nepotism patronage aspect of employment, but that’s something that we think is necessary because it’s a common thread through the history of government.

The schools are one of our most important resources. The schools are where we make impressions about who we are and who we want to be. They look up to us as parents, as relatives, as neighbors, as business people, as teachers, as law enforcement people and they should all be positive experiences. We can help ourselves and the future of our city if we continue to make it that way. Thank you for this opportunity and we would appreciate individually and collectively your consideration of the recommendations that we are putting forth tonight.

Mayor Holland said I would like to at this time invite Darryck Dean of the U.S. Department of Justice to come forward and to make a few comments. Mr. Dean, thank you for being with us tonight.

Darryck Dean, U.S. Department of Justice, said I just want to give comment that in terms of working with the taskforce on these important issues has been, for the Department of Justice, a pleasure. We like to stay on top of cutting edge communities that are taking the lead, leadership
if you will, and addressing these issues. From the communities I work and serve in, Kansas City, Kansas, stands out amongst many. To that, congratulations to the city, to the taskforce and all the hard work that was done. I wish you guys well in moving this process forward. **Mayor Holland** said and we look forward to your ongoing engagement as we put together our oversight team moving forward.

Alright, we have the presentation before us and it is a document before the Commission now. You have the recommendations. You’ve had an opportunity since Monday to review them and we are now open for discussion.

**Action:** Commissioner Philbrook made a motion to adopt the resolution and move forward. We appreciate all your hard work. Thank you.

Commissioner McKiernan offered an amendment to said motion that we move forward depending on budgetary authority.

**Mayor Holland** asked is that a friendly amendment that you would accept. **Commissioner Philbrook** said yes. **Commissioner Walker** seconded.

**Commissioner Kane** said one, the taskforce was very exciting, lots of emotion, good and bad, and I was glad to be a part of it. I guess we’ve been working on this for 19 or 20 months. We’re just now giving a presentation of what’s going to affect us for a long time. I want to see more kids and more folks in Wyandotte County hired. I want to see more diversity. I want us to go to the schools and recruit them because Kansas City, KS Community College has an outstanding Fire Science class but I’m not sure it’s fair to the commission who just now has seen this in the last four days to make an opinion or to even a good judgement of what you’ve just been presented.

You know, I sat there. I watched it. This was not a unanimous decision on all the things that are on here. There are things that can be improved, things that can be scratched, things that can be added but I don’t—and I’ve been here for ten years and normally when we present something like Commissioner McKiernan and Commissioner Markley they are often a team that leads some of us. They’ll go out, they’ll have their own committee, they’ll come back, they’ll

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present it to commission and we’ll have a few days to vote on it. But just now seeing the presentation, just now getting what the taskforce said after 19 or 20 months, that just doesn’t work for me. There are things in here and I’m a firm believer and I’ve said this all along and I said this even when I worked at GM, Wyandotte County has the best workforce possible and we want our kids to work here, especially for the city, but I don’t know how we can make a decision in such a short order that is of this magnitude.

**Commissioner Townsend** said I see, I believe, Mr. Miller wanted to make a point I think. Could I yield my portion of time to him? **Mayor Holland** said we do have a motion and a second on the floor. Typically, we stay with the Commission at this point but thank you. **Commissioner Townsend** said well, in that case then since it’s going to come back to me, let me say this. This has been ongoing for some time. We’ve seen the chronology of the events that lead to this. With all due respect, I think we’ve had ample time to consider these recommendations while they were in progress.

One of the reasons that I did not appoint myself to the taskforce is that I wanted someone who had some background and knowledge in these areas and certainly I did not. I would like to personally thank Granville O’Neal for acting as my representative to the taskforce and through him I made it my business to keep up on what was going on with the taskforce. So with all due respect, I think there’s been enough time to move on and for the commission to take a vote on this. I’d like to commend the Mayor and many of the other commissioners who saw a need and made this a priority for this Commission by the aggregation of this taskforce. I’d like to thank all of the members on the taskforce for your time, energy and your input into the development of these recommendations. Certainly, there may have been some dispute as to what should come forward and whatnot, but I think this is a good starting point. I think it’s essential for these to be passed and that we move forward.

Even though the Mayor mentioned earlier that it appeared there was no smoking gun that would account necessarily for the underrepresentation of minorities and women in the community in our esteemed public service positions. There certainly have been some barriers and practices that have already been alluded to by the speakers here tonight that have accounted for the uneven and unequal hiring and promotion of minorities and women, and I think these
recommendations would be a good starting point at moving away from those and correcting that imbalance.

As Rev. Banks mentioned tonight, increasing the number of minorities and women will have impacts far beyond just how it facially changes the workforce in our revere public safety sector. More people of all persuasions who have access to these better paying jobs help stabilize the community economically, not only from the western end but from the eastern end of the city. It lessens the likelihood of tensions and confrontations between certain segments of our community that go from confrontations to conflagration as we’ve seen in other parts of the country where emotions become inflamed and burned and then buildings and cities burned. We don’t want to be that and this is a good stepping stone to moving forward to evening how our public safety segment reflects the community. I implore my fellow commissioners to vote yes with me on this motion.

**Commissioner McKiernan** said while I 100% endorse moving forward with the spirit of these recommendations, everybody who knows me knows that I’m a detailed guy and what I see is that we have a lot of work to do to both operationalize and to fund these recommendations. Our work has just barely begun in trying to implement. As I went through the recommendations, I don’t think I got these until Tuesday of this week. As I went through these, I have clarifying questions on almost every single bullet point in these recommendations, questions that I think we need to answer fully as we move forward to make these the strongest possible set of policies and procedures and that have the funding behind them to make them truly effective within the Unified Government.

I do want to say that I fully support moving forward in the spirit of these recommendations and that we accept them and work toward implementation, but I do see that we have a tremendous amount of work to both operationalize and fund these. I’m ready for that effort, but I will have many more questions and ask for much more detail as we move forward.

**Commissioner Johnson** said thank you Mister Mayor and certainly to Rev. Banks and to all of these taskforce for all of the countless hours that you all have put forward in bringing this process to this point. I too believe that this has been a long time in the making. There’s no doubt that we have great tension in our nation right now as it relates to race, as it relates to police

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relations, particularly with minority communities, discrimination, civil rights things of that nature and there’s no doubt that we need, as a community, to take proactive action. I believe that our richly diverse community deserves and wants to see results now. I think that we have a certain amount of what I would call and classify as earned skepticism in those communities that have been systematically and routinely overlooked.

While I am truly a fan of making sure that every i is dotted and t is crossed and certainly aware and appreciative of the budgetary process and all that has been stated by my fellow commissioners, I want to see this process move forward. I want to make sure that as it is moving forward and as we are dotting i’s, as we are crossing t’s, that we put certain markers in place to make sure that we are actually making real progress. In other words, it should not take another ten years for us to begin to see progress for all the groups that are involved and all the people that are affected by this. I hope that we can move this forward and we will work out the details. There are many details to work out, no doubt. I’m respective of that, but I do not want to let that stop the process so I would strongly urge us to move forward with this.

Commissioner Bynum said prior to my arrival here as a member of the commission, I watched the rest of you work hard on professionalizing if you will, developing outcomes measurements around the ways that we spend our money. I’ve been impressed by that. This strikes me as a similar kind of work in terms of creating those same kinds of outcomes around the money that we have and the way that we’re going to spend it. I have a question that I need clarification on. When we, when and if we adopt a set of recommendations, what does that obligate us to?

Mayor Holland said I’ll go ahead and take that question. There are a number of these issues that—we wrestled with a number of issues. For instance, the age, I’ll take the one, moving the age of the firefighters from 21 to 19. That’s an internal policy decision that we can make as a Unified Government. The state of Kansas has a law that you have to be 21 to be a law enforcement officer. So to be a police or sheriff, you have to be 21. That’s not a decision that we get to make at the Unified Government. In order to move that age difference, it’s simply a policy directive that the taskforce has recommended. By the commission adopting, it would become the policy of the Unified Government and that would go into immediate effect as we
begin our recruiting. That’s something that would take effect immediately. Some of the other issues are longer term.

I would expect that the Administrator is going to come forward with a funding mechanism for a cadet program in each of the three departments. Based on previous experiences we’ve had with Cadet Programs, we can estimate very clearly how much that’s going to cost, how many individuals will be able to be in those Cadet Programs and we can move that budget forward. The Police Department is going to be well suited to jump in with both feet to that cadet program because they have a functioning cadet program now.

The Sheriff’s Department is going to have to develop that and the Sheriff is going to have to come back with a recommendation on what that cadet program is going to look like, the structure of it, obviously they’re not going to have to start completely from scratch because I would assume it would be modeled similarly to the Police and other Sheriff Departments around the region or around the country. We don’t have to reinvent the wheel for that.

The Fire Department has had some good success with the Cadet Program and some not good success with the Cadet Program so they’re going to need to come back with a Cadet Program structure that’s going to work for them, particularly in light of the fact that this recommendation comes forward to remove the EMT as a hiring. That’s going to have to be a part of the Cadet Program and how they structure it. Chief Jones has good experience with that because prior to 1994, we hired almost all of our firefighters without EMT and trained them after they were hired. In fact, Chief Jones came in without his EMT and that seemed to work out pretty well for him. I think he has the experience to put that Cadet Program in. We can put the funding in place now in the summer session but then it’s going to take a timeline from each of the chiefs and the Sheriff to say how they’re going to implement their specific Cadet Program. There are others in here that are going to take some time.

One of the other pieces is having an ongoing Oversight Committee. This Commission will need to approve and appoint an ongoing Oversight Committee. That has not been established yet. We talked at the taskforce about what that would look like. It’s fairly complicated. One option and all that’s being approved today is that there will be one, but we’ll have to come back with a recommendation for you all to vet and say yes, that’s an ongoing group that we want to carry this out to continue to watch it to make sure it moves forward. That may look like the Human Relations Commission being reconstituted, strengthened. There may be
other elements added to it. That ongoing work also in keeping with the Department of Justice’s practice in other communities hopefully would include a memorandum of understanding with the Department of Justice to stay connected to our community through that ongoing oversight group to make sure that these are implemented. There are a lot of questions yet to be answered; a lot of work yet to be done. As I was congratulating Ms. Ramirez in HR on this process being completed, she said I’m afraid it’s just started and I think she’s right. We’re just now starting and the Human Resources Department has done a Herculean effort in pulling together data and working through this, and we’re going to need to continue to work with them.

Some of these are going to happen immediately. Posting disqualifiers on the website, that’s done; I mean they’re already done. Those are things that are easy to do. Others are going to be a longer term and that timeline is going to be up to Mr. Bach, the Chiefs, the Sheriff and to this ongoing oversight group to make sure that these are being followed through. It’s an excellent question but we want to give the authority to the organization to start moving and not waiting any longer. Does that answer your question? Commissioner Bynum said yes.

Commissioner Walker said well I think it’s all been said so I won’t repeat it. I will thank the taskforce for what I think is a great report, a lot of hard work. Like Commissioner McKiernan, I think there are some details that need to be a little more fully vetted and implemented in terms of how they look in the final logistics of application to show hiring. I fully endorse a reconstituted Human Relations Commission with the authority and the motivation to just not meet just to meet but to have a purpose. I think this will be in the long-term and maybe over the next three to four years, we’ll be achieving great results that we intended to do that are more reflective of our community. Anything else, I’d be repeating what all of you have said so thank you.

Mayor Holland said I see no more comments. Prior to our vote I just want to share, I thought this was heartwarming that I just received this email today. I don’t have permission from the sender to use the name but I will say this. Hello, Mayor Mark, I’m an 18 year-old soon to turn 19 and I’m reaching out to you in regard to your recommendations towards the taskforce in Wyandotte County. I’m very pleased that you all have brought in mind many great recommendations for example, lowering the age requirement from 21 to 19. As a young Hispanic adult soon going into adulthood and living in Wyandotte County most of my life, I’ve
been attracted and inspired to work for public safety and my dream since I was a child was to become a firefighter. I’ve always wanted to become a firefighter because I like helping people and assisting them when they might be at their worst. I know that you also have a concern with ethnic groups in Wyandotte County within its public safety and the wellbeing of Hispanic, Latinos and African Americans make up a large percentage of that. All of your recommendations will significantly inspire young adults like me to be more interested in public service and maybe pursue a job within Wyandotte County.

Roll call was taken and there were seven “Ayes,” Philbrook, Bynum, Walker, Townsend, McKiernan, Johnson, Walters. Kane voted “no.”

**Action:** RESOLUTION NO. R-34-15, “A resolution adopting the Public Safety Task Force recommendations dated June 4, 2015, subject to adoption of the requisite budget authority by the Unified Government Board of Commissioners.” Roll call was taken and there were seven “Ayes,” Philbrook, Bynum, Walker, Townsend, McKiernan, Johnson, Walters; and one “no,” Kane.

**Mayor Holland** said let’s give a hand to the taskforce and all of those that worked on it. Yes, point of personal privilege, former Commissioner Miller. **Mr. Miller** said I just want to respond to the item about the budget. The reason you’re seeing this the first week in June is because if we waited 90 days, the ability to impact your budget has passed. We wanted to give it to you early enough to impact that and that would have been my comment. **Mayor Holland** said thank you for your leadership in this, for all the leadership team: Mr. Smith, Rev. Banks, and Mr. Miller, we appreciate your leadership as well.

**CONSENT AGENDA**
**ITEM NO. 1 – MINUTES**

**SYNOPSIS:** Minutes from regular sessions of April 9 and 30, 2015; and special session of May 11, 2015.
Action: Commissioner McKiernan made a motion, seconded by Commissioner Townsend, to approve. Roll call was taken and there were eight “Ayes,” Philbrook, Bynum, Walker, Townsend, McKiernan, Johnson, Kane, Walters.

ITEM NO. 2 – WEEKLY BUSINESS MATERIAL

Action: Commissioner McKiernan made a motion, seconded by Commissioner Townsend, to receive and file. Roll call was taken and there were eight “Ayes,” Philbrook, Bynum, Walker, Townsend, McKiernan, Johnson, Kane, Walters.

PUBLIC HEARING AGENDA
No items

STANDING COMMITTEES' AGENDA
ITEM NO. 1 –150139… PRESENTATION: 2014 CAFR
SYNOPSIS: Presentation of the 2014 Comprehensive Annual Financial Report (CAFR), by Allen Gibbs, and Houlik, LC, the UG’s independent auditor, submitted by Rick Mikesic, Accounting Director. On June 1, 2015, this item was presented at the Economic Development and Finance Standing Committee meeting, chaired by Commissioner McKiernan. It was requested, and approved by the Mayor, to fast track this item to the June 4, 2015 full commission meeting due to it being time sensitive.

Mayor Holland said I will note this did go through standing committee; however, they did an abbreviated presentation at standing committee so the commissioners on that committee would not have to sit through the extended presentation twice. We do want to do the extended presentation tonight, not only for the benefit of the commissioners, but also for the public. This public process for our budget and audit is an important part of the transparency of this government and giving confidence to the public that we’re properly managing all of the funds that are in our care.

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Doug Bach, County Administrator, said, Mayor, you did a good job of actually setting this up. Each year we do go out and hire an independent accounting firm to come in and review all of our financial functions for the Unified Government. As we’ve had for the past several years, the firm of Allen, Gibbs and Houlik is here this evening to present the CAFR.

Lew Levin, Chief Financial Officer, said my comments will be very brief. Tonight, staff’s going to present an overview of our annual financial report. Our Accounting Division is responsible for preparation of that report and then it’s reviewed by our independent auditor. Rick Mikesic is Manager of our Accounting Division and I’m going to turn it over to Rick for some brief comments.

Rick Mikesic, Accounting Director, said I’ll also be very brief. We’re here to present our 2014 Comprehensive Annual Financial Report, which is commonly referred to as our CAFR. We’re requesting approval tonight. A part of the annual process that we go through to prepare the annual report is an audit, which is conducted by our outside audit team Allen, Gibbs, and Houlik. At this point, I’m going to introduce Shelley Hammond who is Senior Vice President of the audit firm to present their findings.

Shelley Hammond, Senior Vice President, Allen, Gibbs, and Houlik, said thank you for having me here tonight. I really appreciate the opportunity to present a little bit more extended version of our report. As the Mayor indicated, we’re going to provide a little bit more detail than we have in the past. I appreciate the opportunity to do that.

First of all, before I get into the details of my proposal, just a little bit about me and my firm. As Rick indicated my name is Shelley Hammond. I’m a partner with Allen, Gibbs, and Houlik. We’re a public accounting firm. My specialty area is working with governments. This is all I do is work with governmental entities. I’ve been doing this for over 20 years and as a firm, our firm operates in a number of different industries and works with a number of different industries but out of our total practice, almost 40% of our practice is in the government sector. It is a significant part of our practice and we have a large dedicated team who works in the governmental area.

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We also do a large number of entities that are similar to Wyandotte County here in the state of Kansas. We specialize in some of the larger, more complex entities like the Unified Government that includes, and these are all public records, so I can share this with you. We work with Johnson County, Sedgewick County, the City of Wichita, entities that are larger within the state of Kansas that have similar operations. We also work with the state of Kansas itself. We’ve audited the state of Kansas and we currently do consulting work. I share that with you not to brag about what we do, but just to give you some context about what our firm does and our expertise in the government sector.

Also, before I jump in, a little bit about what an audit actually does. I’m not going to go into all the details of the audit standards. What an audit does is we are hired as an independent party to come in and review, as Lew and Rick mentioned, the Comprehensive Annual Report that is prepared by your management team. What our opinion that we provide on that tells you or is designed to tell you is that the financial numbers within your financial system, the activity that you conducted during the past year, your assets, your liabilities, that those are all accurately stated within this document. Our opinion does not tell you if the numbers are good or bad. They’re just telling you that they’re accurately stated. It is then your ability to interpret those as far as whether they are good or bad.

That’s just kind of a brief summary of what an audit does. We’re not here to tell you you’re in good financial condition or not, but we’re here to tell you that the information you’re getting upon which you make decisions is accurately stated. That is kind of the point of an audit.

Having said that, I’m going to jump into our report. I’m going to first reference a few pages within the Comprehensive Annual Financial Report. It is a very large document. I know you received it previously and I would be very surprised if anyone went through all approximately 200 pages. It is a very lengthy document. So to help you sift your way through it, I’m going to point to a couple of things that would be, perhaps, of more interest to you.

At the very beginning of the document, there’s what’s called a—we call it a transmittal letter. It’s a letter that’s essentially written by the management team that provides information about the ongoing activities within the Unified Government over the course of the last year. Following that, if you have your document available, I’m going to reference a few page numbers, or if you want to jot these down for reference later, that may be helpful.
There’s a section called the Management’s Discussion and Analysis and that starts on page 4 near the beginning of the document. That is about a ten page summary of what’s in the document. It provides a nice snapshot of the assets and liabilities and the revenues and expenditures for the year. It provides management’s discussion of what occurred during the year. It relates to the financial statements and it’s a great starting point to get an overview of the document. Again, that’s called the Management’s Discussion Analysis.

If you move on then into the financial statements, the financial statements themselves actually start on about page 13. Following the financial statements, you’ll see detailed notes to the financial statements. That starts on about page 26. Those provide narrative discussion of the numbers within the financial statements.

A couple of other pieces that may be of key interests to you, on a regular ongoing basis, you receive budget information such as information about the General Fund. I know that’s a key component of your financial statements. If you’re interested in looking at the General Fund information, that is on page 74. There is a combined General Fund budget presented as well as General Fund budgets for both the city and county individually, so you can see the breakdown or you can see the combined. That would be very similar to what, again, you received during the budgetary process and what you’ve received throughout the course of the year.

At the very back of the report is another important section. It’s called the statistical section. It starts on page 135 and it has ten-year trend data. For example, there is a schedule included within that that shows property tax revenues, collections, delinquencies and a summary of that trend over the last ten years. There is also information about what the mill levy rates have been over the last ten years; information about sales tax collections over a ten-year period. That is a lot of good data. I know I often hear from my clients, especially within the elected officials groups, that they get questions about that kind of information from citizens during the course of the year and that’s a good source for you and for citizens to obtain some of that information. That’s just an overview of some of the key pieces within the document.

As I said before, what we do is we review that information and provide an opinion. That’s the first official part of my report tonight is that our opinion on those financial statements is what’s called an unmodified opinion. That’s an accounting and auditing term, but in laymen’s terms what that means is that it’s a “clean opinion.” That’s the highest level of opinion you can receive during your audit process and essentially, in summary version, what that opinion says is
that we, as your independent auditors, are providing you reasonable assurance that these financial statements are free of any material misstatements and that is essentially what you always hope to hear from your auditor. That is our opinion. If you want to actually see our opinion, it is in the document as well starting on page 2. It is at the very beginning of the document. That’s the piece of this document that we provide, the rest of it is prepared by your management team.

A second piece of information we provide during the course or at the end of our audit is what we call our management letter. I believe you also received that document. It is a short, I think it’s about a five or ten page letter that communicates other things to you as a result of our audit. There are really three sections within that. The first section is what we call required communications. Those are things under the audit standards we are required to communicate to those charged with governance. Those of you who have been on the commission in the past, you have seen those communications every year because we’re required to provide them to you every year. It includes things like were there any changes in accounting policies, which there were none. I’m reporting that there were none. Are there significant estimates within the financial statements and if there are, provide you a brief summary of what some of those are and what we do to ensure that those estimates are being derived in a reasonable basis. There are a few of those within the financial statement so you’ll see discussion of those in a very summarized version in that section.

It explains to you if we made any adjustments to the financial statements that were originally provided to us to audit. We did have a few adjusting entries or corrections to the financial statements and those are explained. To put that in some context though, we really don’t go anywhere where we don’t make an adjusting entry on an audit. I mean it is a rare occasion to go through an audit process without having some sort of adjustment so I wanted to point that out so you knew it wasn’t unusual to have correcting entries during the course of your audit.

The second section of the letter then communicates to you any internal control issues that we might have identified. That is on page 4 of that letter if you are looking for that. Internal control deficiencies, when we identify a weakness in internal controls, we are required to categorize how severe that internal control issue is. You can have what’s called a material weakness which is a really significant, more severe item. You can have what’s called a significant deficiency, which is a little less significant than a material weakness. These are really
technical definitions I’m providing you. Then you can have what’s called a control deficiency, which is the lowest level. We categorize how severe those are. We do not have any material weaknesses to report to you. We also do not have any new control deficiencies to report to you compared to what we’ve reported in the past. We do have one what we call significant deficiency that is a recurring item that we have reported to you for the past, I think, three or four years. In summary, what that item relates to is the preparation of this document.

As Lew mentioned at the beginning when he did the introduction, the Accounting Department and the management team is responsible for preparation of this document and then we come in and we test and make sure that it’s accurately stated. Therefore, there needs to be internal controls and process within the Unified Government to ensure that this data is being captured correctly and reported correctly. We did not have any issues with the capturing and reporting of the data; however, we are assisting with putting some of this document together and that is where the internal control weakness resides is in the fact that we are providing some assistance in certain areas. Now that assistance was much greater four or five years ago as we described in the letter. Back in 2012, at the end of 2012, the Unified Government got Rick into the position of being the Accounting Director and during the last three years, he’s made significant improvements as it relates to the yearend financial reporting process and preparation of this document. It’s because of that, we no longer have what used to be a material weakness. We used to report it as a more significant item. It has been downgraded to a less significant item because of the improvements that have been made, but we continue to have a few recommendations for additional areas that could continue to be improved.

We saw ongoing improvement again in 2014. Part of what we reported in the past related to the capturing of data for capital assets has gone away so that is completely resolved but there continues to be a few areas that we recommend management continue to work on as it relates to preparation of that document. Again, nothing new to report, a recurring item but it’s a recurring item that continues to show improvement.

The third section of our letter, and we don’t always have this third section in our letter and so this is new, again, for those of you who have been on the commission in the past, you may not have remembered seeing this section in the past. Occasionally when there are things coming out that are what I call on the horizon, they’re coming down the pike, maybe they will affect the financial statements next year or the year after and they’re significant, we do find it
important to at least make you aware of what those significant issues are that are coming. One of those is included in the letter and it relates to changes that the federal government has made to the administration of federal grants. When the Unified Government and every other entity receives federal grant funds, there have been changes implemented starting this year in terms of how those monies are administered and managed by your program people who actually implement those grant programs. We have been working with management to provide guidance and technical assistance on where they may need to evaluate policies and procedures. Some policies and procedures may need to be updated to ensure compliance with these new federal regulations. We also assisted in providing training back in I think it was March to the grant program personnel to ensure that they are providing information on what the new requirements are as well.

Next year when we do your audit, we will be testing to make sure those new rules and regulations were implemented appropriately but that will be for next year. For now, just kind of a heads up that some of those rules have changed and our recommendation is just for the Unified Government to continue evaluating its internal policies and procedures where changes have been requested by the Feds under these new rules that those policies continue to be evaluated to ensure you continue to be in compliance with the changes in those regulations.

The second item that’s on the horizon and this actually isn’t in the letter, but it relates to an accounting policy change. Nationally there’s a group called the Government Accounting Standards Board (GASB) and they issue accounting standards that all governments have to follow. They’re continuing to release new accounting standards on a periodic basis. The Unified Government, along with every other government, has to adopt those when they become effective.

There is a very significant item that will become effective for the Unified Government starting with its 2015 yearend audit, so next year’s audit. It relates to how governments account for pensions within this financial statement document. In summary version, I’m sure you all know the Unified Government participates in KPERS. KPERS, you probably are also aware of this, is underfunded at the state level. It’s an underfunded pension plan. What this new standard will require is that the Unified Government capture and record as a liability its piece, its proportionate share of that unfunded liability. It’s not in your financial statement now but it will be for 2015.
Let me provide a couple of pieces of context for that. You are not unique. Every single entity within the state of Kansas and nationally that has a pension or that participates in a plan like KPERS, will be recording its pension liability should it have one. So you’re no different than Johnson County, Shawnee County or Sedgewick County. Everybody in the state is going to be picking up its proportional share of that liability starting next year.

The other pieces of context I wanted to note is this is an accounting issue that shows up within your financial statements at the end of the year, along with all other liabilities that the Unified Government has. Any general obligation debt that you have, any for example, what I call compensated absences: sick and vacation that you owe your employees as they work here. Health, retiree cost, those types of thing is already recorded within the financial statements as liabilities. This is another similar type of liability. It does not impact or force you to do anything different in terms of what you do for budgetary purposes.

For budgetary purposes, you are looking at on an ongoing basis how much you have to pay into KPERS. What are your contributions into the plan just like you always have had to do. Those are dictated by KPERS. The rates that you pay in are dictated to you by state statute and KPERS. That is not going to be impacted by this new accounting standard. From a budgeting standpoint, it does not affect what you do on an ongoing basis. That will not change. You will, however, see a new number in your financial statements next year for this liability.

So you might ask why am I pointing that out now because it’s next year. The reason I wanted to mention that is because as you all know that number at the state level is a very large number. I would expect the liability for the Unified Government, and we don’t know what the number is yet, to be a large number. I didn’t want to be standing up here next year and surprising you with this really significant change without giving you a preview that it’s coming.

Mayor Holland asked what’s a large number. Ms. Hammond said what’s a large number. What is that number? A little bit of context first. I contacted KPERS within the last two weeks because they have to calculate that. They’re the ones, who were doing the allocation to you and every other entity that participates in the state. They’re going to take—for KPERS, their unfunded liability that they last reported is just under $9 billion. Keep in mind that includes all state employees, all cities, counties, and school districts that participate in KPERS. You’re going to have a share of that.
That sounds like a really scary number, but you’re only going to have to have a piece of that, however, given that it is $9 billion or roughly thereof, really, every entity in the state is going to be picking up a large number. I don’t know what that number is yet. KPERS told me that you should have that later this month. They are going to have those schedules completed later this month. My expectation, this is just based on my professional kind of assessment, is that the number could potentially be anywhere from one hundred million to five hundred million. When I say it’s a large number, we’re talking tens of millions if not hundreds of millions. **Mayor Holland** said okay, that’s a large number. **Ms. Hammond** said that’s a large number. But again, you should have that probably within the next month. KPERS has communicated to me that they are close to being done with those allocations and that should be available. If you wanted that reported back to you once it came out, I’m sure Rick and Lew could obtain that and report that back to you at some point in the future so you at least have an idea of what that’s going to be before we’re talking again next year.

**Commissioner Philbrook** said before you leave that point, ma’am, how does that affect our ratings or does it. **Ms. Hammond** said Lew may be in better position to answer that. I will provide a quick comment. We have visited with some bond rating agencies and I’ve sat in on some presentations that they have done where I’ve attended conferences. What they have communicated to me and in those conferences is that they’re well aware of KPERS unfunded pension situation already. They know that. My impression that I have gotten anyway is that they’ve kind of already factored that in.

Again, you’re going to be impacted the same way Johnson County has been impacted, Sedgewick County and all the other participants. Everybody’s financial statements are going to look worse next year. You’re not going to be any different than anybody else. I can’t tell you with 100% certainty how that will factor in. Lew, I don’t know if you have any other comments from your discussions with bond counsel and rating agencies. **Mr. Levin** said I actually believe it’s going to be similar to what Shelly said. Other entities across the state and nationally will also be impacted by this change and bond credit agencies are certainly aware of it. I think they’ve taken into consideration KPERS unfunded liability as it exists today, anyways, we’re hopeful that it will only have minimal impact.

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Mayor Holland said I think one of the realities is this could be more than double or even triple the amount of total outstanding debt the Unified Government has. That’s really no change from where it’s been. It’s just going to be reported on paper, right? The mythical number of $9 million, $9 billion has always been hanging over our head. We’ve always had a portion of that liability; it’s just never been formally reported and that’s going to be a nationwide issue. In a lot of respect, it’s not like we just took on a couple hundred more million dollars in debt. We’re just now reporting debt that’s been there all along, along with everybody else.

Commissioner Philbrook said just one more comment. Being in the same boat doesn’t make me feel any better. Ms. Hammond said I understand. Mayor, your comments were right on point. It has been there. It’s just now getting reported.

Speaking of all of the liabilities, I failed to mention this before. I think sometimes it’s good to point out where those currently reside within you financial statements if you want to see those. There was a great summary on page 47, that’s in the notes to the financial statements. If you want to see what your liabilities are today, well as of December 31, 2014, there is a table on that page that shows you the total bond to debt, so your General Obligation Bonds, your TIF Bonds, the STAR Bonds, all of those different types of bonds along with other types of liabilities such as the sick and vacation, what we call the compensated absences liability. You’ll see a line item on there for what’s called OPEB (Other Post-Employment Benefits) liability. That’s retiree health care, is a layman’s version of what that is. If you’re interested in seeing the liabilities you currently have, that would be the table I would point you to that has a really great summary of what that is. It’s possible that I forgot something but that’s what I see on my notes.

I do want to really thank Lew, Rick, everyone in the Accounting Department that we work with. They do a tremendous amount of work at the end of the year to put the information together, not just to put this book together, but to give us the information we need. It extends way beyond the Accounting Department. We touch many departments: Budgeting, Purchasing, Public Works, the Treasurer’s Office, Licensing, we go to any number of departments here within the Unified Government and we consistently see great coordination and great assistance from all the staff that we work with. I want to thank everyone from that standpoint. It’s a team effort on your part to get us the information that we need and answer our questions and we really appreciate that.

June 4, 2015
Commissioner Walters said I have a couple of questions if you don’t mind. Thank you for your report. The thing that I kind of gravitate toward is revenue and expense. It’s presented on page 74. I want to confirm that I understand this. So our final budget that we approved anticipated that we were going to dip into our reserves about $3 million and end the year with a $2 million balance but what’s being presented is that actually we added to our reserve and now have a $7.3 million reserve. I’m glad to hear you say that you’ve confirmed all these numbers because that’s really good news, right. My question is, I obviously would love to confirm that those are true numbers but I look at the debt service line and we budgeted $7.8 million but only spent $800,000. What do you see when you see such a large discrepancy on debt service which is so important and easily predictable. Ms. Hammond said I actually might refer that question back to Lew. As you noted, we tell you that the numbers are accurate but in terms of interpreting why something maybe turned out different than last year, I would probably refer that question back to management. Mr. Levin said, yes, I’m familiar with that one. Commissioner, the debt service that we budget in the General Fund, there is a small portion of it that we actually expect to pay, but the majority of it, approximately $6.5 million is related to—we have what’s called an annual appropriation backing on a portion of our STAR Bond debt and several of our transportation development districts.

What that annual appropriation backing means that if there’s a shortfall in the revenues that are generated within those respective districts, we have to back that debt with the pledge from our General Fund. It’s a requirement that we budget the funds and we budget an equal amount of both revenues, projected revenues and then the associated debt. As you’re well aware, the STAR Bonds have been performing exceptionally well and more than cover the debt; our annual principle and interest payments associated with those bonds. Similarly, our transportation development districts that we’re backing, we’re receiving adequate revenue to pay that. It appears as a budgeted expense but based on the revenue stream, it’s not needed to actually make that expenditure.

Mayor Holland asked can I say too, that was a new accounting standard a few years ago as well, was it not. Did we not use to budget that and then we started to show it in the budget? Mr. Levin said yes, I’m not certain it was necessarily a new accounting standard. In our discussions with Bond Council, they made it clear to us that it was a requirement when we issued
the bonds that we should show that as an appropriated both revenue and expense. **Commissioner Walters** said so maybe I could ask you—that’s great. Thank you.

Maybe I could just ask you a similar question related to the County General Fund. We thought we were going to spend our reserve from $2 million down to $400,000, but in reality we ended up maintaining our reserve at about $2 million. Was that related to some sort of accounting issue like the City General Fund or was that just good fortune on our part? **Mr. Levin** said to begin with, we try to budget our revenues conservatively and our expenditures or really our maximum amounts so we cannot exceed our budgeted amount of expenditures. Within our expenditure total, we have in the County General Fund, I think we had approximately between reserves and contingencies of about $500,000. If we manage our resources or if our budget turns out to be pretty accurate and we don’t have any unanticipated expenditures, those reserves will carry forward. I guess if I would look at revenues relative to budget, our revenues exceeded budget by approximately $700,000, a little over 1%. When it comes to our bottom line, we were able to manage our fund balance in the County General Fund.

**Commissioner Johnson** said earlier you had spoken about having to provide assistance and that level of assistance has improved or I suppose decreased over time. First of all, what kind of assistance is that? Can you give me a little bit more detail on that? Secondly, how does that compare to the amount of “assistance” that we provide to similar governments? Is it the same? Is it different? Can you give me a little bit more detail on that? **Ms. Hammond** said sure, absolutely. The first part of your question is just a little bit more explanation on what type of assistance that includes. There’s a little bit of discussion on that in the management letter itself. It really comes into play kind of in two areas.

There are a number of things that are done only at the end of the year to put this document together. For example, all of the liabilities that we just talked about are only reported in your financial statements at the end of the year. There are a variety of adjusting entries, therefore, that get summarized and included within the financial statement just for putting this Comprehensive Annual Financial Report together.

We assist in helping summarize those adjusting entries for a couple of different types of things. One example, just to give you an example and this is mentioned in our letter, there’s a liability for what’s called incurred but not paid claims for your health and worker’s
compensation. You’re self-insured, let’s say, for health insurance. At the end of the year, or any other point in time, you have people who have gone to the doctor where claims have to be paid but you haven’t actually paid them yet. It hasn’t gone through insurance. There’s a time lag there for insurance to process it before you get it. There’s an estimate that’s done at the end of the year for the claims that are outstanding that haven’t been paid. That’s a liability within your financial statements.

We assist in compiling that information for that particular journal entry. We do that, and I was looking at my notes here from the management letter, we do that for about three different journal entries. There are probably, and Rick might know this better than me, I don’t know the exact number, but 50 or more journal entries probably a lot that are done at the end of the year. We’re doing a relatively—providing assistance in a relatively few number of those.

The second area is putting this document together. Management provides all the budgeted information for all the budgetary schedules, also assist in putting the footnotes together, and components of the footnotes in the information that goes into the footnotes. We then assist in really putting all the pieces together and all of the financial statements. We’re not necessarily coming up with all the numbers in the financial statements, but we’re putting it into this format and finishing putting it into this format. Your management team provides pieces and then we pull all those pieces together.

How does that compare to what we see with other entities, the second part of your question. It really varies. I’ll kind of break it down into two groups. Within the larger entities that are comparable to the Unified Government that I mentioned earlier, the Johnson County, Sedgewick County, City of Wichita, those size of entities, in all of those instances that I just listed, they are taking 100% of responsibility for the financial statements and we do not do any of those things. In smaller governments, and we do a number of smaller cities and counties as well, we are providing similar types of assistance and that is just because we more commonly see in smaller entities that they don’t have the resources and the staffing available so we provide assistance.

It really varies from one entity to another. When I think about it in the context of entities of similar size and scope of operation, we are providing a little bit more assistance here than we do with some of those comparably sized entities. Commissioner Johnson asked would that be because of the fact that we are a consolidated government or why would you say that that is the
case. Ms. Hammond said oh, you’re putting me on the spot. I think that can be a variety of reasons and it’s probably better maybe if Lew and Rick respond to that. My take on it would be with Rick’s addition to the team in 2012 or 2013; I noted that there were significant improvements. He only has so much time in his day. My thought is additional resources would be useful to that department to assist in getting them the rest of the way there, to get that control deficiency removed completely. That would be my take on it. I hate to provide that as a recommendation because I’m well aware that there is always a cost benefit, we’re talking about budget here now and expenses. There’s always a cost benefit to any internal control weakness and we’re well aware of that and that’s something you would have to consider. Is it worth the additional cost of providing those additional resources to eliminate this control deficiency? That’s a decision and a policy decision that management would need to make and again, that’s just my personal take on the situation. Mayor Holland said I’m going to ask Mr. Bach to respond to it. Ms. Hammond said yes, okay. Mr. Bach said thank you. Commissioner, really this does stem back to several years ago when we went into a downturn. We went in and reduced staffing, mainly through attrition, but we reduced staffing in all our departments. I will say our non-public safety departments by 15-20%. Accounting is one of those support staffing areas that we looked at areas where we could reduce the amount of staff that we had available to work on things.

This is an area that bottom line is, and she said it there as she was going through it, I don’t have as many staff members in Accounting as we should for an operation of our size. We run a $300M budget and when you go in, and I don’t know your number of staff members, Rick, 7, I think we were at 9 or 10 in that staff. You cut out 30% of a staff; it’s difficult to maintain the level of service that you’re providing. They have done an excellent job maintaining and keeping it up but when we come to do a cost benefit analysis, when I need to add back employees, many of our administrative support departments are far shy of where they once were.

Mayor Holland asked, ma’am, do you provide that assistance as a benevolent contribution to the Unified Government or are those billable hours. Ms. Hammond said within our contract there is a component of that where we do have a line item where we charge a little extra for that additional assistance. Should the Unified Government get to a point someday where that assistance was not required of us, that line item in our contract would go away. Mayor Holland said thank you.
Action: Commissioner McKiernan said with tremendous thanks and appreciation for all that Ms. Hammond and her team does in conjunction with our Finance Department, I would move that we accept and approve the 2014 CAFR, seconded by Commissioner Townsend.

Mayor Holland said we want to thank you again for all of your work and for Mr. Levin and Mr. Mikesic for all of your work. A tremendous amount of work goes into this, particularly over the last four or five months. We’re very appreciative of coming to this conclusion and for your report.

Roll call was taken and there were eight “Ayes,” Philbrook, Bynum, Walker, Townsend, McKiernan, Johnson, Kane, Walters.

ITEM NO. 2 –150143… RESOLUTION: AMENDED SILVER CITY URBAN RENEWAL PLAN

SYNOPSIS: A resolution setting a public hearing date of June 25, 2015, to consider an amendment to the Silver City Urban Renewal Plan, submitted by Marlon Goff, Economic Development. On June 1, 2015, this item was presented at the Neighborhood and Community Development Standing Committee meeting, chaired by Commissioner Walker. It was requested, and approved by the Mayor, to fast track this item to the June 4, 2015 full commission meeting due to it being time sensitive.

Doug Bach, County Administrator, said this item came before standing committee on Monday. The item was actually presented on Monday will appear on June 25 for the commission to discuss. We brought this item forward tonight to set as a public hearing. Really, that’s the only thing that we’re doing tonight is discussing whether or not we’d like a public hearing date of June 25th. The item as it was presented before standing committee will be discussed on June 25th.
**Action:** RESOLUTION NO. R-35-15, “A resolution calling and providing for notice of a public hearing to be held June 25, 2015 at 7:00 p.m. on the advisability of amending the Silver City Urban Renewal Plan.” Commissioner Walker made a motion, seconded by Commissioner McKiernan, to adopt the resolution.

Commissioner Bynum said I just have questions. I have questions and I don’t know if it’s appropriate to ask them now or at the public hearing piece of this. Mayor Holland said I would say ask them now and then we can decide. Commissioner Bynum said so we’re selling a park or we’re going to entertain the notion correct of selling a park. Do we have a list of all of our parks? Perhaps these are conversations that have taken place in the past. Do we have a list of all of our parks and which ones might be are available for reuse or redevelopment? I have multiple questions. Have we sold a park before? How do we value the park? So I just have a variety of questions. Mayor Holland said what I would ask, let’s go ahead and have you give into the public record your questions tonight and then I think it will take some time for our staff to assemble those answers, and we can be sure that those are all to be answered in their entirety at the public hearing on the 25th would be my recommendation unless the commission would like to do differently but I see some consensus. Why don’t you read your questions into the record so we can make sure that our staff has those available and can work on bringing those answers to our Commission when we have the public hearing on the 25th?

Commissioner Bynum said my multiple questions would be, do we have a comprehensive list of our parks? Have we undertaken a study of every piece of park property and determined which ones would be beneficial to sell or redevelop somehow? Have we ever sold a piece of park property in the past? What is the process for selling park property and how do we arrive at the value of the park property? Those would be my questions. Mayor Holland said very good. Mr. Bach, do you have those. Mr. Bach said I could give you maybe a short—one aspect of the first question you asked is the comprehensive list. This is not a recommendation being brought forward from the Park Department from an evaluation of all their parks. This is a recommendation coming from our Economic Development Department. Commissioner Bynum said I’m aware of that. Mr. Bach said there’s not been an overall list. We have a comprehensive park study that was done some years ago, but this one was not done in coordination to go through and look at all the park properties and say hey, which one’s do we
want to sell. This one became identified to us because we’ve had a couple of private sector companies come in and offer real interest in this property. We took a look at it and said it’s unused. We went to the Park Board a couple of times. We talked to our Park Department staffing. The park has set relatively vacant. It’s been more of an issue of us cleaning up, doing stuff with it and that’s why this individual parcel was brought forward. So I will say, it comes to you as an individual look at a piece of property that is not being and has not been used as a park for some time and that’s why it’s coming forward for a public hearing.

**Mayor Holland** said there are particular processes for selling land that is designated as a park whether it’s being used as a park or not. That designation is a Planning & Zoning designation and there are state laws that come into play in terms of how you handle park land, how you acquire park land and how you can dispose of park land. I think it would be helpful for us to have that information available. I think it would also be helpful for us to have a map showing all the parks in our community so we can see where other parks are. Is this an area that needs a park? Is this an opportunity for a park? I think that’s the kind of thing I think would be very helpful in making this decision. So to have that list of parks and also I think the question of how you value parks in terms of dollars and cents is an important question as well. I think we can get those answers for you by the $25^{th}$.

**Commissioner Philbrook** said thank you both for all of those questions because I had all of those too. That’s helping me a lot. The other thing I’d like to know, well, I want to make a statement. I already know that the Parks Department they are looking at listing off and going through those sorts of things because I know that’s high on his priority. He will understand where the money is if there’s stuff that we can sell to utilize. He told me he was going through that. So whether we sell it, use it or turn it into, I don’t know if we can, Land Bank property, whatever we decide to do with all of those properties. I had no idea when he’s planning on getting that completed. It would be nice to hear when the director would be getting that sort of list completed. I’m just kind of curious why it’s fast tracked. **Mr. Bach** said fast track is just a timing issue for scheduling a public hearing. We didn’t fast track the item as far as discussing on it, but to follow the publication requirements, we had to get it on this week’s agenda in order to follow our normal commission meeting process of having standing committee meeting on Monday and then on the next commission meeting, which is June 25$^{th}$, in order to have the
discussion about it then and have the public hearing which is part of the process. This one is a little bit unique as you commented, what’s the normal process. Well, this one also was acquired by Urban Renewal so it has a layer of that in it so we have to schedule a public hearing. Tonight’s intent was you all have to call the public hearing in a public setting. So that’s why, just that one component was put it on the agenda, schedule the public hearing and then follow our normal process of standing committee on Monday and the next commission meeting which is three weeks away before we actually hear the item. Commissioner Philbrook said thank you very much.

Commissioner Kane said and since we don’t have any parks west of 435 and north to parallel, perhaps we could use that money to purchase some property to have a park out in northwestern Wyandotte County. Mayor Holland said that’s a remarkably short time for the line to form to spend the money that we might receive. That’s impressive so I’ll give credit to Commissioner Kane. It’s an impressive timeline. Commissioner Kane said it’s a perfect timeline.

Mayor Holland said we have the motion simply to put this on the public hearing date because there are requirements for how much notice we have to give the public for a public hearing. This meets that guideline and I would encourage, commissioners, if you do have some additional questions because it is unusual—I think this is the first time in my eight years up here that we’ve contemplated, well, it’s the second time we’ve contemplated selling a park. We didn’t sell the other one for a variety of reasons but we have contemplated it before and I think it’s its own process. If you have additional questions, please reach out to Mr. Bach in the interim so we can have a complete conversation about it on the 25th with all the information needed to move forward.

Roll call was taken on the motion and there were eight “Ayes,” Philbrook, Bynum, Walker, Townsend, McKiernan, Johnson, Kane, Walters.

**ADMINISTRATOR'S AGENDA**

**ITEM NO. 1 –150146... DESIGNATION: VOTING DELEGATE FOR NACO CONFERENCE**

June 4, 2015
SYNOPSIS: Designate Emerick Cross as the voting delegate for the UG at the July 2015 National Association of Counties (NACo) 80th Annual Conference in Mecklenburg County, NC.

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

Mayor Holland said just to note before roll call, on items when I’m going to be a voting delegate, it’d be under the Mayor’s Agenda. When a commissioner is going to be a voting delegate, it’d be under the Commissioners’ Agenda. When a staff member that works for Mr. Bach is going to be a delegate, it would be under the Administrator’s Agenda. So when you see two different places tonight—and I just want you to know that’s a great decision because we spent about ten minutes debating it in agenda review. I just want you to have a moment to appreciate the designation of this in which part of the agenda.

Roll call was taken on the motion and there were eight “Ayes,” Philbrook, Bynum, Walker, Townsend, McKiernan, Johnson, Kane, Walters.

ITEM NO. 2 –150148... RESOLUTION: AFSCME MOU

SYNOPSIS: A resolution approving a Memorandum of Agreement with the American Federation of State, County, and Municipal Employees (AFSCME) Local No. 3475 of Missouri/Kansas State Council No. 72, for the period January 1, 2015 – December 31, 2017, submitted by Jody Boeding, Chief Counsel.

Doug Bach, County Administrator, said I’m very happy to bring this contract before you tonight. As you’re all well aware, we have not had a long-term contract in place with any of our bargaining units for some time. This marks a change in the process where we’ve been where we are able to put a little bit more on the table in terms of financial reward for our employees as we look forward. This contract constitutes about a 5% pay increase to this union group over the next year and a half which is well deserved for this group that has seen only one raise really in the last five years. This group does have a couple of steps in their ranks, but for the most part has very little step increases going on between the different positions. They were very receptive to this as we went forward to them so the contract runs through the terms of 2015-2016 and through the
calendar year 2017. **Mayor Holland** asked approximately how many employees. **Mr. Bach** said 180.

**Action:** RESOLUTION NO. R-36-15, “A resolution authorizing the County Administrator to execute in the name of the Unified Government the Memorandum of Agreement between the Unified Government of Wyandotte County/Kansas City, Kansas, and the American Federation of State, County, and Municipal Employees, Local Number 3475 of Missouri/Kansas State Council No. 72, for the period January 1, 2015, through December 31, 2017.” **Commissioner McKiernan** made a motion, seconded by Commissioner Philbrook to adopt the resolution. Roll call was taken and there were eight “Ayes,” Philbrook, Bynum, Walker, Townsend, McKiernan, Johnson, Kane, Walters.

**COMMISSIONERS' AGENDA**

**ITEM NO. 1 - 970105... DESIGNATION: VOTING DELEGATE FOR KAC CONFERENCE**

**SYNOPSIS:** Designate Commissioner Jim Walters as the voting delegate for the UG at the November 2015 Kansas Association of Counties (KAC) Annual Conference in Wichita, KS.

**Action:** Commissioner McKiernan made a motion, seconded by Commissioner Philbrook, to approve. Roll call was taken and there were eight “Ayes,” Philbrook, Bynum, Walker, Townsend, McKiernan, Johnson, Kane, Walters.

**LAND BANK BOARD OF TRUSTEES' CONSENT AGENDA**

No items

**PUBLIC ANNOUNCEMENTS**

No items

June 4, 2015
MAYOR HOLLAND
ADJOURNED THE MEETING AT 8:50 P.M.
June 4, 2015

Carol Godsil
Deputy Unified Government Clerk

June 4, 2015
Memorandum

To: Doug Bach  
County Administrator

From: Bridgette Cobbins  
UG Clerk

Date: July 9, 2015

Re: Weekly Business Material

Attached is a listing of weekly business items presented to the Unified Government of Wyandotte County/Kansas City, Kansas, for informational purposes.

In addition to the listing of the items, we have indicated the action taken by the Unified Government Clerk.

tpl

Attachment
Weekly Business Material for July 9, 2015

1. AGREEMENT:

City of Overland Park, Kansas and the Unified Government of Wyandotte/KCK, for the public improvement of Merriam Lane – West 36th Street to 24th Street, $5,600,000.

Action: Approved by County Administrator and received and filed.

2. BPU REPORT:

2014 Comprehensive Annual Financial Report for the Board of Public Utilities of KCK.

Action: Received and filed.

3. PUBLIC NOTICE:

All Star Tow, 900 S. 66th Terr., listing vehicles sold at a public auto auction on June 30, 2015.

Action: Received and filed.

4. COMMUNICATION:

Wyandotte County Business News’ legal advertising rates, effective July 1, 2015.

Action: Received and filed.

5. COMMUNICATION:

Lew Levin, Chief Financial Officer, regarding warrant cancellations:

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<th>Voucher Notes</th>
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**6. PERSONNEL ACTION COMMUNICATION, DATED JULY 2, 2015:**

### Section I - Appointments

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<th>Department/Division</th>
<th>Eff. Date</th>
<th>Job Title</th>
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<tbody>
<tr>
<td>Jesseka J. Davis</td>
<td>Finance/Treasury</td>
<td>7/2/15</td>
<td>Fiscal Support Asst</td>
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<td>August W. Holly</td>
<td>Sheriff/JIA</td>
<td>7/2/15</td>
<td>Programs Specialist</td>
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<td>Christina M. McCool</td>
<td>Police/Communications</td>
<td>7/2/15</td>
<td>Public Safety Dispatcher</td>
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<td>Jacob R. Swarengin</td>
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### Section II - Transfers

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<td>Jack H. Andrade</td>
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<td>Battalion Chief</td>
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<td>Chet R. Englis</td>
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<td>Nathan R. Nowak</td>
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<td>Robert M. Scherzer</td>
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<td>Adam C. Ziegler</td>
<td>Fire</td>
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### Section V - Increases per Memorandum of Understanding

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<td>Gregory D. Allen</td>
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<td>Allen F. Assmann</td>
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<td>7/2/15</td>
<td>General Maint Worker</td>
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<td>Adam C. Bond</td>
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<td>Jason C. Garrett</td>
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<td>Firefighter/MI CT I</td>
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<td>Shae G. Grosdidier</td>
<td>Fire/EMS</td>
<td>7/1/15</td>
<td>Firefighter I</td>
</tr>
</tbody>
</table>
Joshua E. Gutierrez Fire 7/1/15 Firefighter I
Joshua F. Hatchett Fire 7/1/15 Firefighter I
Eric P. Heim Fire/EMS 7/1/15 Firefighter I
Jacob A. Kavanaugh Fire 7/1/15 Firefighter I
Derek R. Kempf Fire 7/1/15 Firefighter I
Kenneth R. Lee Fire 7/1/15 Firefighter I
Brett M. Little Fire 7/1/15 Firefighter I
Brandon W. Maples Fire/EMS 7/12/15 Firefighter/MICT I
Shane M. McClure Fire 7/1/15 Firefighter I
Stephen R. Merkys Fire/EMS 7/12/15 Firefighter/MICT I
James A. Perkins Fire/EMS 7/1/15 Firefighter I
Devin T. Rich Fire/EMS 7/1/15 Firefighter I
Kyle A. Ricketts Fire/EMS 7/1/15 Firefighter I
Jacob R. Righter Fire 7/1/15 Firefighter I
Michael W. Roe Fire/EMS 7/12/15 Firefighter/MICT I
Adam C. Rowe Fire 7/12/15 Firefighter/MICT I
Marsha D. Rymer Fire 7/1/15 Firefighter I
Tony J. Schreck Fire/EMS 7/12/15 Firefighter/MICT I
David G. Sunderman Fire 7/1/15 Firefighter I
Jeremy A. Tarwater Fire 7/1/15 Firefighter I
Cody E. Wallace Fire/EMS 7/12/15 Firefighter/MICT I
Matthew J. Wardwell Fire 7/1/15 Firefighter I
Hue Yang Fire/EMS 7/1/15 Firefighter I

Section VIII - Other Requests

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Division</th>
<th>Action Requested and Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joshua S. King</td>
<td>Election Office</td>
<td>Amend PAC 6/11/15 to reflect increase effective 4/14/2015.</td>
</tr>
<tr>
<td>Steven R. Nelson</td>
<td>Sheriff/Detention</td>
<td>Reinstatement of employment effective 6/18/15 as Deputy with retro pay back to 10/21/14</td>
</tr>
<tr>
<td>Joseph Orendac</td>
<td>Police</td>
<td>ACD change effective 7/9/15</td>
</tr>
</tbody>
</table>

**Action:** Received and filed. Copy previously forwarded to Payroll.

7. PERSONNEL ACTION COMMUNICATION, DATED JULY 7, 2015:

Section I - Appointment

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Division</th>
<th>Eff. Date</th>
<th>Job Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Selena M. Cano</td>
<td>DA’s Office</td>
<td>7/16/15</td>
<td>Admin Supt Asst</td>
</tr>
</tbody>
</table>
### Section II - Transfers

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Division</th>
<th>Eff. Date</th>
<th>Former Job Title</th>
<th>New Job Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mary K. Hatfield</td>
<td>Finance/Treasury</td>
<td>6/18/15</td>
<td>Fiscal Supt Asst</td>
<td>Fiscal Supt Asst</td>
</tr>
<tr>
<td>Jesus M. Ortiz-Applin</td>
<td>NRC/Code Enfor.</td>
<td>7/16/15</td>
<td>Court Clerk I</td>
<td>Inspector I</td>
</tr>
</tbody>
</table>

### Section V - Increases per Memorandum of Understanding

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Division</th>
<th>Eff. Date</th>
<th>Job Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glenn J. Carter</td>
<td>Police</td>
<td>7/7/15</td>
<td>Master Patrolman II</td>
</tr>
<tr>
<td>Timothy T. Fowler</td>
<td>Police</td>
<td>7/7/15</td>
<td>Master Patrolman II</td>
</tr>
<tr>
<td>Darrin L. Fulton</td>
<td>Police</td>
<td>7/7/15</td>
<td>Master Patrolman II</td>
</tr>
<tr>
<td>Terry L. Grimes</td>
<td>Police</td>
<td>7/7/15</td>
<td>Master Patrolman II</td>
</tr>
<tr>
<td>Kynard C. Hylton</td>
<td>Police</td>
<td>7/1/15</td>
<td>Sr. Master Patrolman II</td>
</tr>
<tr>
<td>Eric D. Jones</td>
<td>Police</td>
<td>7/1/15</td>
<td>Sr. Master Patrolman II</td>
</tr>
<tr>
<td>Andrew L. Lewis III</td>
<td>Police</td>
<td>7/7/15</td>
<td>Master Patrolman II</td>
</tr>
<tr>
<td>Patrick J. Locke</td>
<td>Police</td>
<td>7/7/15</td>
<td>Master Patrolman II</td>
</tr>
<tr>
<td>Patrick J. McCallop</td>
<td>Police</td>
<td>7/1/15</td>
<td>Sr. Master Patrolman II</td>
</tr>
<tr>
<td>David E. Mitchell</td>
<td>Police</td>
<td>7/7/15</td>
<td>Master Patrolman II</td>
</tr>
<tr>
<td>Kelly N. Peterson</td>
<td>Police</td>
<td>7/7/15</td>
<td>Master Patrolman II</td>
</tr>
<tr>
<td>Kathy L. Rausch</td>
<td>Police</td>
<td>7/1/15</td>
<td>Sr. Master Patrolman II</td>
</tr>
<tr>
<td>Nicholas J. Schafer</td>
<td>Police</td>
<td>7/7/15</td>
<td>Master Patrolman II</td>
</tr>
<tr>
<td>Tobi J. Wolf</td>
<td>Police</td>
<td>7/7/15</td>
<td>Master Patrolman II</td>
</tr>
<tr>
<td>Paul L. Simonich</td>
<td>Police</td>
<td>7/7/15</td>
<td>Master Patrolman II</td>
</tr>
<tr>
<td>Lily M. Szewc</td>
<td>Police</td>
<td>7/7/15</td>
<td>Master Patrolman II</td>
</tr>
<tr>
<td>Kalven R. Thorne</td>
<td>Police</td>
<td>7/7/15</td>
<td>Master Patrolman II</td>
</tr>
<tr>
<td>Jason P. Vaughn</td>
<td>Police</td>
<td>7/7/15</td>
<td>Master Patrolman II</td>
</tr>
<tr>
<td>Peggy L. Welch</td>
<td>Police</td>
<td>7/1/15</td>
<td>Sr. Master Patrolman II</td>
</tr>
</tbody>
</table>

**Action:** Received and filed. Copy previously forwarded to Payroll.

### 8. PERSONNEL ACTION COMMUNICATION, DATED JULY 9, 2014

#### Section I - Appointments

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Division</th>
<th>Eff. Date</th>
<th>Job Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sarah LA Bachmann</td>
<td>Sheriff/Juvenile</td>
<td>7/16/15</td>
<td>Juv. Det. Officer</td>
</tr>
<tr>
<td>Catrice L. Hollis</td>
<td>Health-PHS</td>
<td>7/16/15</td>
<td>Admin Supt Asst</td>
</tr>
<tr>
<td>Scott D. Holloway</td>
<td>Police/Animal Control</td>
<td>7/16/15</td>
<td>Animal Control Manager</td>
</tr>
<tr>
<td>Samantha R. Saysoff</td>
<td>Finance/Treasury</td>
<td>7/16/15</td>
<td>Fiscal Supt Asst</td>
</tr>
<tr>
<td>Wendy M. Wrisinger</td>
<td>Finance/Treasury</td>
<td>7/16/15</td>
<td>Fiscal Supt Asst</td>
</tr>
</tbody>
</table>
Section II - Transfer

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Division</th>
<th>Eff. Date</th>
<th>Former Job Title</th>
<th>New Job Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rollin F. Sachs</td>
<td>Health/Air Quality</td>
<td>7/16/15</td>
<td>Environmental Scientist</td>
<td>Engineer Supervisor</td>
</tr>
</tbody>
</table>

Section III - Separations

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Division</th>
<th>Eff. Date</th>
<th>Job Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daileon K. Henderson</td>
<td>Parks/Rec</td>
<td>6/25/15</td>
<td>Summer Laborer</td>
</tr>
<tr>
<td>Jerod P. Letcher</td>
<td>PW/Engineering</td>
<td>7/10/15</td>
<td>Staff Engineer</td>
</tr>
<tr>
<td>Tina M. Lopez</td>
<td>Finance/Treasury</td>
<td>7/10/15</td>
<td>Admin Coordinator</td>
</tr>
</tbody>
</table>

Section VIII - Other Requests

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Division</th>
<th>Action Requested and Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kara M. Bird</td>
<td>DA's Office</td>
<td>Amend PAC 6/30/115 to reflect change in vacation effective 7/3/15</td>
</tr>
<tr>
<td>Bridget E. Doty</td>
<td>Area on Aging</td>
<td>ACD change effective 7/2/15</td>
</tr>
<tr>
<td>Bobbie L. Lane</td>
<td>Area on Aging</td>
<td>ACD change effective 7/2/15</td>
</tr>
<tr>
<td>Rik Van Dyke</td>
<td>Area on Aging</td>
<td>ACD change effective 7/2/15</td>
</tr>
</tbody>
</table>

Action: Received and filed. Copy previously forwarded to Payroll.

9. CLAIMS FOR DAMAGES:

Timothy Curry, 1106 S. 38th St., KCK, alleging damages to property due to excessive flooding and sewer back-up.

Tyler Smith and Ashleigh Vining, 406 N. 81st Terr., KCK, alleging damages to property due to excessive flooding and sewer back-up (2).

Action: Received and filed. Copies previously forwarded to Legal.

10. NOTICES OF CLAIMS:

Keyronn Owens 2512 S. 46th St., through Roger W. McLean, 831 Armstrong, Kansas City, KS, alleging improper issuance of warrants resulting in going to jail.

Feliscia D. Spencer, through Prince Adebayo Ogunmeno, BA, JD attorney, 155 S. 18th St., Suite 250, Kansas City, KS, alleging false arrest.

Action: Received and filed. Copies previously forwarded to Legal.
11. TRAVEL REQUESTS:

Phillip Lockman, Community Corrections, travel to Salina, KS, June 23 – 24, 2015, to attend the KCCA Meeting, Adult ISP/Juvenile ISP.

Justus Welker, Transportation, travel to Manhattan, KS, August 3 – 5, 2015, to attend Annual Kansas Public Transportation Meeting.

**Action:** Approved by County Administrator’s Office and received and filed.
Memorandum

To: Doug Bach  
   County Administrator

From: Bridgette Cobbins  
       UG Clerk

Date: July 16, 2015

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.

cm

Attachment
Weekly Business Material for July 16, 2015

1. COMMUNICATION:

Bridgette Cobbins, UG Clerk, listing bids received on July 15, 2015, for Bid #B25627 – Ballistic Shields for KCK Police and Sheriff’s Departments.

Action: Received and filed. Copies previously forwarded to County Administrator, Emma Scovil, Legislative Auditor, Police Department and Sheriff’s Department.

2. COMMUNICATION:

Stacey Baalman, Solid Waste Permits Section, KDHE, to Ken Mack, City of Kansas City HHW, 5033 State Ave., stating permit #0677 (Household Hazardous Waste) must be renewed by September 18, 2015.

Action: Received and filed.

3. PUBLIC NOTICE:

Alandon Tow, 6224 Kansas Avenue, listing vehicles sold at a public auction on July 7, 2015 at 10:00 a.m.

Action: Received and filed.

4. PERSONNEL ACTION COMMUNICATION, DATED JULY 14, 2015:

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Division</th>
<th>Eff. Date</th>
<th>Job Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oliver Agah-Tata</td>
<td>Sheriff/Juvenile</td>
<td>6/24/15</td>
<td>Juv Det Officer</td>
</tr>
<tr>
<td>Jennifer A. Conejo</td>
<td>Election Office</td>
<td>6/8/15</td>
<td>Temp Election Worker</td>
</tr>
<tr>
<td>Teresa M. Harkins</td>
<td>Sheriff/Juvenile</td>
<td>7/1/15</td>
<td>Program Specialist</td>
</tr>
<tr>
<td>Ronald C. Marshall</td>
<td>DOTS</td>
<td>7/10/15</td>
<td>Info Sys Coordinator</td>
</tr>
<tr>
<td>D’Lita M. Parker</td>
<td>Health Dept</td>
<td>7/2/15</td>
<td>Nurse Practitioner</td>
</tr>
<tr>
<td>Amanda S. Sappington</td>
<td>Del Real Estate</td>
<td>7/15/15</td>
<td>Real Estate Abstractor</td>
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<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Division</th>
<th>Leave Beg.</th>
<th>Leave Ends</th>
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</thead>
<tbody>
<tr>
<td>Laura D. Cromwell</td>
<td>Police</td>
<td>7/5/15</td>
<td>8/8/15</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Division</th>
<th>Eff. Date</th>
<th>Job Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joseph F. Caiharr</td>
<td>Police</td>
<td>7/7/15</td>
<td>Master Patrolman II</td>
</tr>
</tbody>
</table>
Section VIII - Other Requests

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Division</th>
<th>Action Requested and Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>James A. Felix</td>
<td>Sheriff/Detention</td>
<td>OC code change effective 6/12/15</td>
</tr>
<tr>
<td>Joseph Orendac</td>
<td>Police</td>
<td>ACD code change effective 7/9/15</td>
</tr>
<tr>
<td>Justus Welker</td>
<td>Transit</td>
<td>ACD code change effective 1/1/15</td>
</tr>
</tbody>
</table>

**Action:** Received and filed. Copy previously forwarded to Payroll.

5. **PERSONNEL ACTION COMMUNICATION, DATED JULY 16, 2015:**

**Section I - Appointment**

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Division</th>
<th>Eff. Date</th>
<th>Job Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Julia B. Holt</td>
<td>DA's Office</td>
<td>7/8/15</td>
<td>Legal Intern</td>
</tr>
</tbody>
</table>

**Section III - Separations**

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Division</th>
<th>Eff. Date</th>
<th>Job Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thomas J. Estes</td>
<td>PW/Parking Control</td>
<td>7/8/15</td>
<td>School Crossing Guard</td>
</tr>
<tr>
<td>Alphonso Montgomery Sr.</td>
<td>PW/Parking Control</td>
<td>7/8/15</td>
<td>School Crossing Guard</td>
</tr>
<tr>
<td>Hazel F. Ricoy</td>
<td>PW/Parking Control</td>
<td>7/8/15</td>
<td>School Crossing Guard</td>
</tr>
<tr>
<td>Angela M. Riley</td>
<td>Police/Admin</td>
<td>7/13/15</td>
<td>Office Asst III</td>
</tr>
<tr>
<td>Pamela S. Smith</td>
<td>Appraiser</td>
<td>7/20/15</td>
<td>Admin Supt Asst</td>
</tr>
<tr>
<td>Marilyn K. Tearney</td>
<td>Health/Admin</td>
<td>7/17/15</td>
<td>Fiscal Supt Spec</td>
</tr>
<tr>
<td>Jared D. Walters</td>
<td>Police/Communications</td>
<td>7/3/15</td>
<td>Public Safety Dispatcher</td>
</tr>
</tbody>
</table>

**Section V - Increases per Memorandum of Understanding**

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Division</th>
<th>Eff. Date</th>
<th>Job Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Billy Armstrong II</td>
<td>Sheriff/Detention</td>
<td>8/7/15</td>
<td>Deputy</td>
</tr>
<tr>
<td>Danica A. Baird</td>
<td>Sheriff/Detention</td>
<td>8/16/15</td>
<td>Deputy</td>
</tr>
<tr>
<td>Andrew J. Collins</td>
<td>Sheriff/Detention</td>
<td>8/16/15</td>
<td>Deputy</td>
</tr>
<tr>
<td>Jeffrey S. Johnson</td>
<td>Sheriff/Detention</td>
<td>8/16/15</td>
<td>Deputy</td>
</tr>
<tr>
<td>Sonny J. Johnson</td>
<td>Sheriff/Detention</td>
<td>8/7/15</td>
<td>Deputy</td>
</tr>
<tr>
<td>Lorenzo M. Lasley</td>
<td>Sheriff/Detention</td>
<td>8/16/15</td>
<td>Deputy</td>
</tr>
<tr>
<td>Michael E. Mastel</td>
<td>Sheriff/Detention</td>
<td>8/16/15</td>
<td>Deputy</td>
</tr>
<tr>
<td>Shane M. Pfannenstiel</td>
<td>Sheriff/Detention</td>
<td>8/16/15</td>
<td>Deputy</td>
</tr>
<tr>
<td>Antonio L. Vereen</td>
<td>Sheriff/Detention</td>
<td>8/16/15</td>
<td>Deputy</td>
</tr>
</tbody>
</table>

**Section VIII - Other Requests**

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Division</th>
<th>Action Requested and Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steven A. Haulmark</td>
<td>Police/Patrol</td>
<td>Out of class pay from OC code effective 6/19/15</td>
</tr>
<tr>
<td>Ronald Marshall</td>
<td>DOTS</td>
<td>Amend PAC 7/14/15 effective 7/10/15</td>
</tr>
</tbody>
</table>

**Action:** Received and filed. Copy previously forwarded to Payroll.
6. CLAIMS FOR DAMAGES:

   Maria Hortencia Hernandez and Samuel Mendoza, 2902 W. 45th Ave., alleging damages to vehicle tires when KCKPD threw stop sticks during pursuit of another vehicle on July 9, 2015.

   Ashwani Kumar, 1411 N. 75th Drive, alleging damages to vehicle from a broken water main at 7860 Washington Ave.

   Francisco Palacios, 1651 S. 52nd Terrace, alleging damage to driveway and basement as result of water drainage from the street.

   Tim White, 333 S. Walker St., Olathe, KS, alleging damages to rental property basement at 1106 S. 38th St. on July 6, 2015, due to backed up sewer line.

   Action: Received and filed. Copies previously forwarded to Legal.

7. TRAVEL REQUESTS:


   David Shost, Fire/EMS, travel to Jefferson, NC, July 14 – 16, 2015, for AEV ambulance mid-point inspections, Employee Training & Travel.

   Action: Approved by County Administrator’s Office and received and filed.

8. NOTICE OF CONSENSUAL LIEN FOR SERVICES:

   Simon Peery, D.C., Marvin’s Midtown Chiropractic Clinic L.L.C. d/b/a Marvin’s Midtown Chiropractic Clinic, 811 E. Linwood Blvd., Kansas City, MO, for services granted to Betty Boykins, 2334 Central Ave., Apt. 6., alleging personal injury from an unsafe walkway accident.

   Action: Received and filed. Copy previously forwarded to Legal.

9. APPLICATION FOR CMB LICENSE (OP):

   Wyandotte County Fair Association/Jim Knetter d/b/a Wyandotte County Fair, 1370 Polfer Rd.

   Action: Referred to License.

July 16, 2015
10. APPLICATIONS FOR DRINKING ESTABLISHMENT:

   CenterPoint of Kansas, Inc./William Hutton d/b/a Centerplate, 1800 Village West Pkwy.
   Cheeseburger of Kansas City, LLC/Teresa Cawthon d/b/a Fuddruckers, 1705 Village West Pkwy.
   Shelby Hamilton d/b/a Dixies, 1042 Central Ave.
   Steve Beaumont/William Hutton d/b/a Chateau Avalon, 701 Village West Pkwy.
   Dan Pratt d/b/a To The Hood Bar and Grill, 7912 State Ave.
   Charles Stites II d/b/a KC Waterpark Management, LLC (Schlitterbahn), 9400 State Ave.

   Action: Referred to License.

11. APPLICATION FOR PRIVATE CLUB CLASS B:

   Strawberry South Club/Charles Martyowicz d/b/a Strawberry South Club, 2121 Central Ave.

   Action: Referred to License.

12. BUSINESS BONDS:

   Electrical Contractor’s Bonds:
   Norman Chase d/b/a Chase Electrical Services
   Phillip Lopez d/b/a Pleasant Hill Electric

   Mechanical Contractor’s Bonds:
   Blaze Mechanical, Inc.
   Cox Air Systems, Inc.
   R-Mech. Heating, Cooling & Plumbing

   Mechanical/HVAC Contractor’s Bond:
   Elite Air Conditioning Solutions, LLC

   Plumbing Bond:
   John Foulk d/b/a John Foulk Plumbing

   Action: Referred to License.

13. CANCELLATION NOTICES:

   Electrical Contractor’s Bonds:
   Accessible Electric, Inc.
   Intrepid Electric, LLC

   Mechanical Contractor’s Bond:
   AD Heating and Air Service LLC

   Mechanical/HVAC Contractor’s Bond:
   July 16, 2015
MHC, LLC

Miscellaneous Bonds:
   Engineered Environment, Inc.

Plumber’s Contractor’s Bond:
   MHC, LLC

Action: Referred to License.

14. CONTINUATION OF CERTIFICATES:

   Electrical Contractor's Bond:
      Double S. Electric, Inc.

   Miscellaneous Bond:
      Sam’z Heating & Cooling, Inc.

   Plumber’s Contractor’s Bond:
      A Bright Plumbing LLC

   Second Hand and Junk Dealer’s Bond:
      Asner Iron & Metal Co., Inc.

Action: Referred to License.
**Staff Request for Commission Action**

**Tracking No. 150206**

- ☐ Revised
- ☐ On Going

**Type:** Standard  
**Committee:** Full Commission

**Date of Standing Committee Action:** 7/20/2015  
(If none, please explain): None -- discussed in executive session

**Proposed for the following Full Commission Meeting Date:** 7/23/2015

**Confirmed Date:** 7/23/2015

<table>
<thead>
<tr>
<th>Date</th>
<th>Contact Name:</th>
<th>Contact Phone:</th>
<th>Contact Email:</th>
<th>Ref:</th>
<th>Department / Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/20/2015</td>
<td>Jody Boeding</td>
<td>573-5060</td>
<td><a href="mailto:jboeding@wycokck.org">jboeding@wycokck.org</a></td>
<td>jb</td>
<td>Legal</td>
</tr>
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**Item Description:**  
A resolution authorizing the Memorandum of Understanding (MOU) between the Unified Government and the United Food & Commercial Workers (UFCW), District Union Local Two, Public Safety Dispatch Division for the term January 1, 2015, through December 31, 2017. The union membership has voted to accept the agreement. The terms contained in the agreement have been previously discussed with the Commission in executive session. The agreement is attached.

**Action Requested:**  
Adopt resolution.

**Publication Required**

**Budget Impact:** (if applicable)

- **Amount:** $
- **Source:**
  - ☐ Included In Budget
  - ☐ Other (explain)
RESOLUTION NO. ______________________

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

That the County Administrator of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby authorized and directed to execute in the name of the Unified Government of Wyandotte County/Kansas City, Kansas, and the Unified Government Clerk is hereby authorized and directed to attest the signature of said County Administrator and to attach the seal of the Unified Government thereto as the voluntary act of the Unified Government to a Memorandum of Understanding between the Unified Government of Wyandotte County/Kansas City, Kansas, and The United Food & Commercial Workers, District Union Local Two, Public Safety Dispatch Division, for the period January 1, 2015, through December 31, 2017.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS 23RD DAY OF JULY 2015.

____________________________________
B r i d g e t t e  C o b b i n s
Unified Government Clerk
MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

and

THE UNITED FOOD & COMMERCIAL WORKERS

DISTRICT UNION LOCAL TWO

PUBLIC SAFETY DISPATCH DIVISION

TERM OF THE AGREEMENT

JANUARY 1, 2015 - DECEMBER 31, 2017
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MEMORANDUM OF UNDERSTANDING

Whereas, the parties hereto desire to maintain a harmonious relationship, to advance mutual interests in the preservation of public safety, law and order; to promote standards and conditions of employment for Public Safety Dispatch Division (hereinafter referred to as "Division") of the Unified Government of Wyandotte County/Kansas City, Kansas (hereinafter referred to as "UG"); to achieve harmonious and peaceful adjustment of differences which may arise; and to establish standards of wages, hours, benefits and other conditions of employment.

Now therefore, in consideration of mutual covenants and agreements hereinafter contained, UG and the Union hereby agree as follows:

ARTICLE I - RECOGNITION

§ 1.1 Recognition

The Unified Government of Wyandotte County/Kansas City, Kansas (hereinafter "UG") and the Kansas City, Kansas Police Department of UG (hereinafter the "Department") recognize and acknowledge Local 2, of the United Food & Commercial Workers International Union, (hereinafter the "Union") as the exclusive bargaining representative for all full-time and regular part-time Public Safety Dispatchers employed by the Department for the purpose of negotiating collectively with UG and Department pursuant to the Public Employee Relations Act of the State of Kansas, with respect to wages, hours, benefits and other terms and conditions of employment. The recognition herein afforded extends only to those classifications of employees which are in the bargaining unit for which the Union received certification as exclusive bargaining representative by the Public Employee Relations Board in Unit Certification Case No. 75-UC-5-1979. Excluded from the representation herein afforded are all sworn officers, all
Police Cadets of UG's Police Department, all positions represented by the IAFF, Local 64, confidential and supervisory employees of UG.

**ARTICLE II - UNION STATUS AND RIGHTS**

§ 2.1 **Right of Organization**

Employees may have the right to join and participate in the Union for the purpose of this Memorandum.

§ 2.2 **Right of Representation**

Employees shall have the right to be represented by the Union to negotiate collectively with UG, in the determination of their wages, hours, terms and conditions of employment, and the administration of grievances. UG and Union recognize the Union's duty to represent all the employees in the Division fairly and effectively.

§ 2.3 **Dues Deductions**

UG agrees to deduct Union dues from the employee's earnings, providing that the following procedure is followed:

1. Employees shall individually furnish to UG written authorizations for UG to deduct Union dues from the individual employee's earnings; said authorizations shall be in compliance with K.S.A. 44-808(5). Employees may revoke the authorization by giving thirty (30) days written notice to the Employer and the Union at the end of any year of the life of the authorization.

2. When provided with the proper written authorizations UG shall deduct the appropriate Union dues from the wages of employees in the bargaining unit.

3. Such dues deductions made by UG will be transmitted to the Union at the
address designated, on or before the last day of the month following their deduction.

(4) The Union shall refund promptly any such dues found to have been improperly deducted and transmitted to the Union.

§ 2.4 Union Business

A. UG agrees that the Chief Steward and the respective Shift Stewards in the Chief Steward's absence, or the Business Agent of the Union may conduct Union business during regular working hours in accordance with Section 2.8 of this Memorandum. In the absence of the Chief Steward, the respective Shift Steward will have the same authority to conduct Union business as the Chief Steward, provided, that the Communications Commander or in his/her absence the Shift Supervisor on duty shall be notified and shall consent when Union business may be conducted. Provided, further, the Communications Commander or in his/her absence the Shift Supervisor on duty must give their consent for the Business Agent to enter the Dispatch Room.

B. All Bargaining Unit employees involved in collective bargaining negotiations will be compensated for actual hours of work missed by the Union. All hours paid to Bargaining Unit employees by the Union will be counted as time worked for the UG for the purposes of accrual of benefits, with the exception of overtime.

§ 2.5 Bulletin Boards

The Union shall have the privilege of the use of an existing bulletin board in the designated area of the Public Safety Dispatch Center for the purpose of posting notices of its legitimate activities. All Union notices so posted shall contain the date, an appropriate letterhead

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which clearly indicates that the notice relates to activities of the Union and shall be submitted to the office of the Communications Commander, prior to its posting. It shall be the responsibility of the Communications Commander, Shift Supervisor, Chief Steward or alternate Steward of the Union to remove notices which are outdated or unauthorized.

§ 2.6 Conferences

The duly elected and designated representatives of the Union may attend state or national conferences of her organization or attend educational conferences in which her organization participates or sponsors by the use of a bank of fifty (50) working days with pay, provided, that such employee's absence is approved in writing within the discretion of the Communications Commander.

UG and the Union are in agreement that it is in the best interest of the employees and the Department that employees participate in professional, educational, and training courses that are work related. The Department shall make known certain job related courses, when they become available, and may designate certain employees to attend. When employees become aware of job related courses, they may submit the information concerning the same, along with a written application to attend, to the Communications Commander.

§ 2.7 Personnel File

Employees shall have the right upon written request to review the contents of their personnel file in the presence of a representative of UG. Copies of documents within the employee's file may be furnished upon written request by the employee and payment.

§ 2.8 Stewards' Responsibilities.
A. Stewards' Authority.

The authority of the Chief Steward or Shift Stewards so designated by the Union, shall be but not limited to the following duties and activities.

1) the investigation of grievances in accordance with the provisions of this memorandum.

2) the transmission of such messages and information which shall originate with, and are authorized by the Union or its officers provided such messages and information (a) have been reduced to writing or (b) if not reduced to writing is not in violation of Article XII regarding strikes and lockouts.

B. Stewards' Activities.

Stewards shall be permitted reasonable time to investigate and process grievances without loss of pay during regular working hours, providing enough personnel remain on duty to provide adequate division operations. Time spent on union activities or representation of members outside of any steward's normal work hours shall not be considered time spent in the employ of UG or the Division. The Stewards shall not absent themselves from their assigned posts without the permission of their supervisor. Any reasonable request shall be granted provided it does not interfere with efficient operation of the division.

C. Prohibited Conduct.

The Stewards shall have no authority to take strike action or any other action interrupting the Division's operation. In the event of such action by the Stewards, they shall be subject to proper discipline.

D. Number of Stewards.
There shall be one (1) Chief Steward and one (1) Secretary for the Division and there shall also be one (1) Steward per shift appointed by UFCW Local No. 2. The Stewards’ names shall be furnished to the Communications Commander. The respective Shift Stewards shall only function in this capacity in the absence of the Chief Steward, provided that the Unit Commander is notified of and is aware of the Chief Steward's absence.

ARTICLE III- UNION COOPERATION - MANAGEMENT RIGHTS

§ 3.1 Union Cooperation

The Union and UG have entered into this Memorandum for the purposes of facilitating the peaceful adjustment of differences that may arise from time to time and to promote harmony and efficiency and to the end that the Public Safety Dispatchers and UG and the general public may mutually benefit. Consistent with this general purpose, the Union recognizes that an obligation rests upon each Department employee to render honest, efficient and courteous service to UG and its citizens. The Union agrees to cooperate with UG in its efforts to strengthen the good will between the Department and the general public.

The Union recognizes the need for improved methods in providing services to the citizens of UG and agrees to cooperate with UG and the Department in the installation of such methods, in suggesting improved methods in the education of its members and the necessity of such changes and improvements.

§ 3.2 Management Rights

By entering into this Memorandum, UG has agreed to certain specific limitations on its rights to manage the Division of the Department and direct the personnel. However, it is the intention of the parties hereto that UG retain each and every right and privilege it ever had except
insofar as it has, by this Memorandum, agreed to specific limitations thereon. UG has, by certain specific articles of this Memorandum, relinquished a portion of its exclusive management rights and it is understood that those articles shall supersede the reservation of rights to the extent of the article in conflict.

The exclusive rights of UG, which are not abridged other than by this Memorandum shall include, but are not limited to, its right to determine the existence or nonexistence of facts which are the basis of a management decision; to establish or continue policies, practices and procedures for the conduct of the Department and to change or abolish such policies, practices or procedures; to introduce new or improved methods, equipment or facilities; to discontinue processes or operations or to discontinue their performance by Dispatchers; to select, determine and schedule the number or type of employees required; to assign work to such employees in accordance with the requirements determined by the Department; to establish and change work schedules and assignments; to determine the facts of lack of work; direct the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency, discipline, suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; to lay-off employees; take actions as may be necessary to carry out the mission of the Department in emergencies; determine the methods, means and personnel by which operations are to be carried on; to unilaterally develop Standard Operating Procedures, Rules and Regulations and Policies not in conflict with this Memorandum; to establish and maintain reasonable standards for wearing apparel and personal grooming; and all other prerogatives and responsibilities normally inherent in management of UG or Department which are not in conflict with specific provisions of this Memorandum. All management rights,
power, authority and functions other than those relinquished by UG in this Memorandum shall remain vested exclusively in UG.

Neither UG nor the Union through their officers, members, representatives, agents or committees, shall engage in any subterfuge of any kind for the purpose of defeating or evading the terms of this Memorandum.

**ARTICLE IV - NON-DISCRIMINATION**

§ 4.1 Non-Discrimination

UGE and the Union agree that they shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the laws of Kansas and the United States; that UG shall not discriminate against any employee with respect to hours, wages or any other term or condition of employment by reason of his membership in the collective negotiations with UG or his institution of any grievance, complaint or proceeding under this Memorandum with respect to any terms or conditions of employment and that each will fully comply with applicable laws and regulations regarding discrimination against any employee because of such person's race, religion, color, creed, national origin, sex, age or disability. When words of gender are used in this Memorandum, the male term shall include the female and the female term shall include the male. The Union recognizes its responsibility as Bargaining Representative and agrees fairly to represent all employees in the Bargaining Unit.

**ARTICLE V - PROBATIONARY EMPLOYEES**

§ 5.1 Probationary Employees
A new employee shall be considered a probationary employee for the first twelve (12) months of her employment. This period may be extended for a time not to exceed ninety (90) days, by the written agreement of the Employer, Employee and Union. Any interruption of employment (leave, sickness, etc.) during the probationary period in excess of five (5) days shall not be counted as part of the period. During that time the employees may be discharged or disciplined at the sole discretion of the Department without recourse to the provisions of this Memorandum. Probationary employees shall not accrue seniority until the completion of their probationary period. Prior to a release from training, probationary employees shall be assigned a temporary number for purposes of determining seniority in regards to overtime. Upon the completion of the probationary period, the employee's seniority date will be measured from her date of hire as provided in Article 6 except for those employees hired after January 1, 2013 whose seniority date will be measured from the date that the employee is released from training as provided in Article 6. An employee’s probationary period shall commence on the employee’s first (1st) physical day on the job.

**ARTICLE VI - SENIORITY**

§ 6.1 **General**

Seniority shall be measured by the amount of continuous service in the Police Department Communications Unit and the Public Safety Dispatch Division from the date of hire, except for those employees hired after January 1, 2013 whose seniority date will be measured from the date that the employee is released from training; provided, that no Bargaining Unit employee whose seniority was previously established (prior to January 1, 1985) according to the total time served in the employ of UG or Kansas City, Kansas Police Department shall suffer any
loss of seniority. Any of the following events shall be considered a break in length of service for seniority and subsequent employment shall be deemed to be new employment.

(A) Dismissal for just cause.
(B) Voluntary quitting.
(C) Suspension in excess of forty-five (45) days.
(D) Failure to report to UG within twenty-four (24) hours of absence from work without good cause.
(E) Failure to return to work within one (1) week after being recalled by UG by certified mail at the last known address.
(F) Has been laid off for twelve (12) months or more.
(G) Has been on general leave of absence for a period of more than four (4) months.
(H) Permanent disability.
(I) Retirement.
(J) Failure to report to UG within twenty-four (24) hours of the expiration of any approved leave of absence, vacation or disciplinary layoff.

The seniority of employees either from the date of hire or from the date released from training, as applicable, on the same date shall be determined by the average of the scores on the pre-hire examination, administered by UG Human Resource Department. In cases of disputes concerning seniority the Department's records shall govern.

§ 6.2 Annual Bid and Promotions

Bargaining Unit seniority shall govern in annual bidding for shifts and days off, and promotions when the qualifications of the employees involved, including training, education, experience, ability and work performance are equal. Particular training courses which are being offered to all employees of the bargaining unit, but have not been completed by all employees may not be considered for purposes of this section. Lead Dispatcher’s days off shall be assigned by the Communications Commander, provided that these days off shall consist of two (2) consecutive days on weekends (i.e. Friday - Saturday - Sunday - Monday). The annual bid shall occur on or before the last pay day in November of any year covered by this Memorandum. The
Communications Commander may disqualify applicants for Lead Dispatcher positions if within his/her opinion such applicant does not possess qualifications for such position. The rejected applicant may appeal such rejection to the Bureau Director.

Employees with less than one (1) year Communications Unit or Division seniority shall not be eligible to bid but may be assigned to the various shifts as determined by the Department.

An employee, with prior written approval of the Communications Commander may be allowed to exercise her bid rights by proxy. The proxy shall be signed by the employee and shall designate the employee's first three bid choices. One copy of the proxy shall be given to the Chief Steward, who shall exercise it and one copy shall be given to the Communications Commander. The employee proxy bid shall be given to the Chief Union Steward and Communications Commander no later than twenty-four (24) hours prior to the annual bid day. If such employee is unable to obtain a bid position with any of her alternative choices, then she shall be assigned to an unbid position by the Communications Commander.

Employees who do not exercise the opportunity to bid during the appropriate period shall forfeit their right to bid. The employee shall then be assigned to any unbid position by the Communications Commander.

If an employee is unable to fulfill the position which he/she has successfully bid, within ten (10) calendar days of its effective date, then the position shall be considered temporarily vacant and may be filled by the Communications Commander by assignment. If the successfully bidding employee is unable to fulfill the position within sixty (60) calendar days of the job's effective date, then the position shall be considered a permanent vacancy and may be rebid.

§ 6.3 Permanent Vacancies
A) Newly hired dispatchers may be assigned to vacant positions on any of the three unit shifts. Once that employee becomes a qualified dispatcher, and ready to work on their own, in accordance with the consensus opinion of the training employee, Shift Supervisor and Communications Commander, then that position being filled by that employee if determined to be permanent, shall be posted within forty-five (45) calendar days of determination of qualification and readiness, for three (3) calendar days and may be filled by bidding among dispatchers. The qualified, most senior bidding dispatcher shall be awarded the position. Upon award of that bid the successful bidder's former position may be filled by the same procedure. This procedure shall continue until there are no bidders for the permanent vacancies so created. At that time, the remaining vacant position(s) shall be filled by assignment of the Communications Commander from the least senior but qualified dispatcher assigned to that shift. Successful bidders shall not receive overtime payment for working more than the basic work week when she changes her days off.

B) Permanent vacancies occurring between annual bids, within the position of Lead Dispatcher, shall be filled in accordance with Section 6.2 - Annual Bids and Promotions. Such vacancies shall be open to qualified dispatchers on all shifts.

C) Permanent dispatcher vacancies occurring between annual bids which are not abolished by the U.G. shall be bid in accordance with Section 6.2 – Annual Bid and Promotions – provided that such bid shall occur within 45 days from the date that the vacancy was created rather than at the time of the annual bid. Such
vacancies shall be open to qualified dispatchers on all shifts.

D) When vacancies are created by an employee being injured on duty and not returning to work for a period of four (4) months due to such injury, that employee's position may be posted for bid by any qualified employee and may be filled based upon the bidding employee's qualifications, including training, education, experience, ability, and work performance consistent with the Americans with Disabilities Act (A.D.A.) and Family and Medical Leave Act (F.M.L.A.). Particular training courses which are being offered to all employees of the Bargaining Unit, but have not been completed by all employees may not be considered for purposes of filling vacancies. When the injured employee returns to her duties with the division she shall be placed in any vacant position at the discretion of the Communications Commander.

§ 6.4 Seniority Roster

An up-to-date seniority roster containing names and the length of total continuous service will be posted not later than fifteen (15) days prior to the commencement of the bid period. In the event any employee believes an error has been made as to her position on the seniority roster, she shall have fifteen (15) days after the posting of the roster to file her protest in writing, with the Communications Commander.

ARTICLE VII - LAYOFFS AND RECALL

§ 7.1 Notice of Layoff

When it is determined that a reduction in force is necessary, UG will notify the Union
and affected employees of the impending layoff and the date thereof.

§ 7.2 Layoff

A) Layoffs or job displacement due to reduction in force shall be made according to seniority. Provided that, senior employees within a job classification may displace a junior employee within a lower grade of the same classification as long as the senior employee is immediately capable, of performing the duties of the lesser position.

B) No full-time employee in the Bargaining Unit shall be laid-off as long as there are probationary employees working.

§ 7.3 Recall Rights

A) The order of recall shall be governed by the employee's seniority.

B) Notification of recall shall be given by UG by certified mail, return receipt requested, to the recalled employee at his last address furnished to UG.

C) Within four (4) calendar days after such notice is postmarked, the employee must advise the Personnel Department whether he accepts such reinstatement. Any recalled employee who fails to notify the Personnel Department within four (4) calendar days, as outlined above, shall forfeit all seniority rights and opportunities for future recall. The next employee on the seniority list may be notified of the opening and the above procedure shall be repeated until the vacancy is filled. If no employee remains on the seniority list to fill the vacancy, then the vacancy may be filled by new hires.

D) An employee recalled shall report to work within fourteen (14) calendar days
after indicating his willingness to accept reinstatement. If the employee fails to report within such time, he shall forfeit all seniority rights and all future recall rights.

E) UG shall provide the Union with the names of full-time Bargaining Unit employees recalled from layoffs.

**ARTICLE VIII - HOURS AND OVERTIME**

§ 8.1 General

The work week shall extend from 2215 hours Sunday to 2214 hours the following Sunday. The standard work day shall be eight and one-quarter (8 1/4) hours of work per day. The standard work week shall be forty-one and one-quarter (41 1/4) hours of work per week. Each employee's normal assignment will consist of five (5) consecutive days of work with two (2) consecutive days off, except for part time personnel. Part-time personnel will work the hours and days assigned. The pay period shall be from 2215 hours Wednesday to 2214 hours the following Wednesday.

§ 8.2 Overtime

A) General: All employees shall receive one and one-half (1-1/2) times their actual hourly rate of pay (based on 178.75 hours per month) for work performed in excess of the standard work day of eight and one fourth (8 1/4) hours in a given work day. Compensatory time may be paid in lieu of overtime payment if the employee in her discretion so elects, provided that no employee may accumulate more compensatory time than two hundred-forty (240) hours or as this maximum accumulation is amended by applicable federal law or regulation.
Compensatory time will be calculated at the overtime rate. Overtime or compensatory time shall only be paid for time actually worked and when approved by the Department.

B) Personnel Shortages.

1. **Anticipated vacancies.** When a shortage of personnel in dispatchers is an “anticipated vacancy”, the positions which are short shall be posted on the bulletin board in Communications allowing qualified personnel to bid upon working the vacant position(s) on an overtime basis. An anticipated vacancy occurs when the Employer has knowledge that there will be a vacancy within a Bargaining Unit job at least twenty-four (24) hours prior to the beginning of that shift. The Supervisor, Lead or Acting Lead Dispatcher, posting the vacancies shall affix the date, time and his initials on the posting. Due to the fact that shift 3 work hours transgress two (2) work days, these anticipated vacancies shall be posted Sunday/Monday, Monday/Tuesday, Tuesday/Wednesday, etc. Any qualified person who is interested in working the overtime should so indicate by affixing their name in the appropriate space on the appropriate posted sheet. The bidding employee(s) shall be required to have the Supervisor on duty, Lead Dispatcher or Acting Lead Dispatcher, initial, date and affix the time that the dispatcher signs up for the overtime. In the event that more than one person signs up for the same overtime work, seniority will be the determining factor. The only
exception will be that preference will be shown to those who are able to work an entire eight and one-quarter (8 1/4) hour shift, instead of just four (4) hours. Provided that, more senior employees may bump less senior employees to work this overtime only when the bump occurs at least twenty-four (24) hours before the overtime begins. Employees may bump less senior employees to work this overtime by striking through the name of less senior employee(s) and placing their name on the overtime posting. When an employee is attempting to bump they must place the date and time beside their name when they have signed the posted overtime sheet and have the Supervisor on duty or his designee initial the employee's name. Notification to the bumped employee shall be provided by the Supervisor on duty or in the Supervisors absence by the Lead or Acting Lead Dispatcher. Such posting for overtime work may be withdrawn by the Employer at least twenty-four (24) hours prior to the beginning of the overtime work. Notice of same shall be given to Employees who have signed up to work that overtime. Notification shall occur when the employer has contacted the employee’s designated telephone number on a recorded line. Employees shall designate their telephone number to the employer in writing. When an employee has signed up to work overtime and then withdraws such commitment within twenty-four (24) hours of the beginning of the overtime work that vacancy shall be treated as an “unexpected vacancy” and will be
governed by the provisions of subsection (2) herein. If an employee
withdraws such commitment to work overtime three (3) or more times
within any given calendar month such employee shall lose their right to
participate in any voluntary overtime pursuant to this paragraph for the
following calendar month. An employee may not withdraw such
commitment to work overtime within twenty-four (24) hours prior to the
commencement of the overtime shift for which they have committed to
work.

2. Emergencies - Unexpected Vacancies.

(a) Unexpected vacancies occur when the employer has knowledge that
there will be a vacancy in a Bargaining Unit job when actual notice is
acquired by the employer less than twenty-four (24) hours prior to the
beginning of that shift or in the event of an emergency. Vacancies which
are created by emergencies or unexpected vacancies shall be filled in
accordance with the following procedure:

First: The employer shall contact all dispatchers who are working on the shift
prior to the unexpected vacancy and/or dispatchers who have committed
to work on the overtime shift on a stand alone basis and shall offer, from
the most senior to the least senior, the opportunity to work the first four
(4) hours of the vacancy or the last four hours of the vacancy. In the
event that an employee volunteers to fill an unexpected or posted
unfilled vacancy which remains vacant within 24 hours of the beginning

of the overtime shift, if such employee desires to withdraw such commitment to work said employee must withdraw such commitment to work two (2) hours prior to the commencement of the overtime shift.

Second: If an insufficient number of employees agree to work the unexpected vacancy through the first step above, then the employer shall force those working employees, in accordance with Section 8.2(B)(2)(b) of the Memorandum, by inverse seniority to work four (4) hours of the unexpected vacancy. In the event there are vacancies that necessitate forced overtime that would require the least senior dispatcher to report back to duty with less than eight (8) hours in between duties the next dispatcher with the least seniority on the shift shall be forced. If all dispatchers on the shift would be required to report back to duty with less than eight (8) hours in between duties, then the least senior dispatcher on the shift shall be forced.

Third: Dispatchers who are scheduled to work the next shift following the unexpected vacancy, shall be contacted in order of their seniority to offer the remaining four (4) hours of the unexpected vacancy. Contact shall be deemed to have occurred if the employer calls the telephone number of the employee which has been designated by the employee.

Fourth: If an insufficient number of employees have agreed to work the second four (4) hours of the unexpected vacancy through the third step above, then the employer may force those employees who are scheduled to
work the next shift following the unexpected vacancy, in accordance with Section 8.2(B)(2)(b) of this Memorandum, the remaining four (4) hours of the unexpected vacancy. In the event there are vacancies that necessitate forced overtime that would require the least senior dispatcher to report back to duty with less than eight (8) hours in between duties the next dispatcher with the least seniority on the shift shall be forced. If all dispatchers on the shift would be required to report back to duty with less than eight (8) hours in between duties, then the least senior dispatcher on the shift shall be forced.

All dispatcher contacts for these purposes shall be on a recorded line.

(b) Mandatory Overtime/Forced. When any employee is forced (does not volunteer) to work overtime during any calendar month on six (6) occasions, that employee shall be relieved from being forced to work overtime during the following calendar month. If an employee is forced to work overtime on her/his non-forcible month, that forced overtime occasion shall be counted as an occasion toward her/his next forcible month. The Department may then force the next employee in inverse order of seniority to work the required overtime.

It shall be the responsibility of the employee who has been forced to work six (6) occasions of overtime in any calendar month to bring the matter to the attention of her supervisor and to establish such forced overtime occasions from her records. Any dispute of forced overtime
occasions shall be resolved from the Division's Master Crew Sheets (these sheets will be specifically marked stating that the overtime was mandatory/forced and not volunteered).

Employees working mandatory/forced overtime who leave the workplace prior to the conclusion of their overtime assignment without approval of their supervisor or his designee shall be subject to discipline. Absent exigent circumstances, pre-shift and post-shift overtime shall be limited to four (4) hours per tour of duty.

§ 8.3 Shift Assignments

The basic work shifts within the Communications Unit may approximate the following schedule:

<table>
<thead>
<tr>
<th>Shift #1</th>
<th>0615 Hours - 1430 Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shift #2</td>
<td>1415 Hours - 2230 Hours</td>
</tr>
<tr>
<td>Shift #3</td>
<td>2215 Hours - 0630 Hours</td>
</tr>
</tbody>
</table>

However the shift starting times may be changed if it becomes necessary. The Department may abolish any shifts or create additional shifts upon notification to the Union. If through abolishment of any of the above listed shifts any positions are abolished then the affected employee shall suffer no reduction in her pay scale or category.

§ 8.4 Meal Period

Each employee shall receive a thirty (30) minute meal period per work day. This meal period shall be considered out of service time during which the employee will be uninterrupted except in the case of an emergency. This meal period shall not be taken before the employee has
worked two (2) hours nor shall any employee be required to work in excess of seven (7) continuous hours without a meal period.

§ 8.5 Breaks

Each employee shall receive a total of twenty (20) minutes of break for each eight and one-quarter (8 1/4) hour shift worked. Such break(s) shall be scheduled by the Shift Supervisor. There shall be no eating at the console or work area unless an employee, at the Department's request, does not receive her meal period; provided, however that the Commander of the Communications Unit may issue a memorandum identifying guidelines for permissible eating at consoles. The memorandum issued as of the execution date of this Agreement is attached hereto at Appendix B. If due to a shortage of personnel or other uncontrollable circumstances, as determined by the Shift Supervisor, an employee is required to forego any of her breaks, she will then receive compensatory time, at the overtime rate, upon written approval of the Communications Commander, for such missed breaks. When an employee works four (4) or more hours of overtime she shall be granted an additional fifteen (15) minute break, the time for such break to be determined by the employee's immediate supervisor.

§ 8.6 Pay Checks

Payment of wages shall be through electronic direct deposit. Employees will be provided access to an electronic advice of payroll on their regular pay day. This electronic advice shall include the totals of all electronically available accumulated time banks. The electronic advice shall provide with each payroll to employees, clear identification of the hours being paid for each pay period. In addition to this electronic advice, employees shall be advised on a quarterly basis of their then available paid time off leave bank balances. When the Public
Safety Business Office discovers that there are employees who may be short on their payroll, they will notify the Communications Commander and the Communications Commander will notify the Chief Union Steward. When an employee has discovered a payroll error, such employee shall notify the Communications Commander who will in turn notify the Public Safety Business Office of such error. If an error is determined to be founded, at the request of the employee, the UG will provide payment correcting such error and will be paid to the employee upon the next payroll run of any department by the UG.

Any overtime worked concurrent with shift two, including stand alone time, on the last day of the pay period will be paid on the current pay period payroll. Any overtime worked concurrent with shift three, including stand alone time, on the last day of the pay period will be paid on the following pay period payroll.

§ 8.7 Use of Accumulated Compensatory Time

a. Multiple Day Usage

In order for an employee to be able to use her accumulated compensatory time, the employee may apply to her Communications Commander or his designee to be granted up to five (5) work days plus her regular two (2) days off. Such requests must be submitted, in writing at least fourteen (14) calendar days prior to the commencement of the days off and may be granted within the discretion of the Communications Commander. The Employer shall respond to the request within seven (7) calendar days from receipt of the request. Such requests shall be granted on a first come, first served basis, unless two (2) or more employees make requests at the same time. In such circumstances, requests shall be granted on the basis of seniority. At the time of an employee's request for compensatory time off, such employee must have accumulated sufficient
compensatory leave time within their compensatory time bank to entitle the employee to take such leave. Such days cannot be canceled once granted except when there is a mistake made in the granting of the compensatory day or when the employee does not have the compensatory day entitlement at the time that the day off is to occur.

b. **One Day Usage**

When an employee requests to use one (1) day of compensatory time, such written request for such overtime usage, shall be made at least twenty-four (24) hours in advance of the compensatory day being requested and cannot be canceled once granted except for a department declared emergency. The allowance for such request shall be subject to personnel being available to fully staff the shift and shall be at the discretion of the Communications Commander. At the time of an employee's request for compensatory time off, such employee must have accumulated sufficient compensatory leave time within their compensatory time bank to entitle the employee to take such leave.

**§ 8.8 Termination - Compensatory Time**

An employee whose employment is terminated for any reason shall receive pay in accordance with existing department policy for all earned holidays, accumulated overtime and wages, in a lump sum (two checks), in accordance with the Department's books.

**ARTICLE IX - CLASSIFICATION AND WAGES**

**§ 9.1 Classifications**

For the purpose of this Memorandum, the terms set forth below shall have the following meanings:

A) **Full-time employees:** Those employees who regularly work a standard work
week of forty-one and one quarter (41 1/4) hours.

B) Part-time employees: Those employees who regularly work less than the standard work week of forty-one and one quarter (41 1/4) hours.

C) Lead Dispatchers: Those employees who assign work positions, do book work, keep daily summaries, train new hires, put out information on the news wire consistent with Division directives, work with computers and the CAD system, supervise dispatchers and take full responsibility for actions in the Communications Unit during the shift, to include recommending discipline, when the Communications Commander or a Supervisor is not present and shall have responsibility for the proper performance of the duties of employees directly under their supervision at all times and other assigned duties.

D) Dispatchers: Those employees whose main duties consist of maintaining communications with designated persons in the field, work with computers and the C.A.D. system, phone work for designated persons in the field or building, training new hires or transfers, and looking after the whereabouts and well being of designated persons and perform duties of 911 operators, when assigned, and other assigned duties. Dispatchers must be NCIC certified, EMD certified and must meet all state and/or federal required public safety certifications, and shall conduct such further training and possess such further certifications as determined by the UG.

§ 9.2 Salary

Monthly salary rates are set forth in Appendix A, attached hereto. The incremental steps recognized in the classification of Dispatcher are contemplated to be based upon the stated time
periods of continuous service.

§ 9.3 Merit Increments

The merit increments for the job classification of Dispatcher shall be based upon the employee having acquired the requisite time in grade and having a satisfactory employee evaluation.

§ 9.4 Acting Lead Dispatchers

When no Lead Dispatcher is present on any shift in the Communications Unit, when a Shift Supervisor is on duty, the best qualified dispatcher, as determined by the Shift Supervisor, will be assigned the Lead Dispatcher's duties for that shift, with the prior approval of the Communications Commander. When a Shift Supervisor is not on duty the qualified dispatcher that has the most seniority in grade as a dispatcher, and is on duty, shall serve as the Acting Lead Dispatcher for that tour of duty. Such Lead Dispatcher shall receive the sum of two dollars ($2.00) for each hour actually worked during that tour of duty as a Lead Dispatcher.

§ 9.5 Longevity Pay

The following longevity pay shall be added to the monthly salary of each employee who qualifies for such pay effective upon the effectuation of this Memorandum:

<table>
<thead>
<tr>
<th>Continuous Number of Completed Years Within the Communications Unit or Division</th>
<th>Pay per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>five (5)</td>
<td>$ 35.00</td>
</tr>
<tr>
<td>ten (10)</td>
<td>$ 45.00</td>
</tr>
<tr>
<td>fifteen (15)</td>
<td>$ 80.00</td>
</tr>
<tr>
<td>twenty (20)</td>
<td>$ 90.00</td>
</tr>
<tr>
<td>twenty-five (25)</td>
<td>$ 100.00</td>
</tr>
</tbody>
</table>

§ 9.6 Trainer's Pay
Employees who are selected by the Communications Commander to serve as Trainers shall receive a per hour pay for each hour, or part thereof, which they actually spend training dispatchers as directed by the Communications Commander or his/her designee. The per hour rate shall be two dollars ($2.00) per hour. This pay shall be by the quarter hour.

§ 9.7 Bilingual Pay

Employees may be selected to serve as certified bilingual employees by the Communications Commander. The Department shall choose the specific language(s) it determines are needed and the number of needed certified employees for each language chose per shift. Certification to serve as a bilingual employee shall be obtained from an accredited institution of post-secondary education (University, College, or Community College) of the Department’s choosing. Such certification must be in writing. Certification or recertification must be provided on a triennial basis, i.e. every 36 months. Qualified, selected and certificed bilingual employees shall receive additional compensation of fifty dollars ($50) per month for those months that they serve as a certified interpreter and are actually working or are credited for working for the Department for fifteen (15) or more work days. Any certified interpreter who is on duty shall be available for use at the direction of such employee’s supervisor. Upon an employee’s successful completion of certification, the Department shall reimburse the employee for the cost of certification.

ARTICLE X - WORKING CONDITIONS

§ 10.1 UG Business

When employees are required to attend conferences or meetings called by UG before or after their work shifts, such time shall be considered hours worked and the employee shall be
§ 10.2 Uniforms

A. New Employees

The Department/Division Dress Code shall be clearly defined and distributed to all employees, upon hire. Probationary employees are to wear business casual attire in accordance with the Dress Code issued by the Department. Upon a probationary employee's completion of training and release from training status, the Department shall provide such employee with two (2) shirts, two (2) pants, one (1) belt, and one (1) pair of shoes which are Department-approved.

B. Uniform Allowance

For the calendar years 2015-2017, Employees, other than Probationary Employees, will receive the sum of Four Hundred Fifty ($450.00) Dollars annually issued on a vendor card in order to maintain their uniforms. This uniform allowance will be dispersed in a manner designated by the Department. The vendor card shall be credited prior to March 31st. The use of this vendor card by employees will be in accordance with the Department’s General Orders. Employees must wear approved uniforms, including shoes, when working.

C. Employees Responsibility Concerning Uniforms

Employees are required to maintain the uniforms in a good and clean condition and wear them in accordance with the Department's/Division's Dress Code. Employees are required to be in full uniform at all times while on duty. Employees reporting for duty, either fully or partially out of uniform, shall be off the clock until they report in full uniform. Employees are not allowed to wear their uniforms or use UG issued equipment at any time except when they are actively engaged in performing duties of their employment with UG. Employees who violate this
provision are subject to discipline.

D. **Employment Termination**

When employment is terminated for any reason, the employee is required to return the issued items and UG may withhold a reasonable amount of the employee's funds to compensate UG equipment not so returned.

E. **Employee Compliance**

Bargaining Unit employees shall be properly dressed in the authorized uniforms within one (1) week of delivery to the employees or be subject to discipline.

§ 10.3 **Lunch Room**

UG agrees to set up a room in the Communications area for employees to use on lunch periods and breaks. The employees agree to keep the lunch area clean. UG agrees to provide for regular pest extermination of the entire Communications premises. Each shift will be responsible for keeping the break area clean after each use and before the end of each tour of duty so that it will be clean for the upcoming shifts. The Communications Commander may establish reasonable rules to enforce the kitchen clean-up provisions.

§ 10.4 **Headsets - Hearing Tests**

Dispatchers shall wear headsets at all times while on duty unless otherwise authorized by the Communications Commander. Hearing tests shall be conducted upon the employer's or employee's request.

**ARTICLE XI - GRIEVANCES**

§ 11.1 **Grievances**

In the event of any complaint or grievance arising under the terms and provisions of this
Memorandum or of any differences between the parties as to the interpretation or application of this Memorandum, it shall be processed through the grievance procedure. There shall be no right of grievance as to any subject properly falling within the management rights of UG Department or Division.

The parties shall make sincere and determined efforts to settle meritorious grievances voluntarily and to keep the procedure free from unmeritorious grievances. Where a matter within the scope of this grievance procedure is alleged to be both a grievance and a prohibited practice under the jurisdiction of the Public Employee Relations Board, the employee may elect to pursue the matter under either the grievance procedure herein provided or by action before the Public Employee Relations Board. The employee's election of either procedure shall constitute a binding election of the remedy chosen and waiver of the alternative remedy.

**Step 1:** The matter shall first be taken up between the employee involved and her Shift Supervisor. If the grievance is not adjusted orally, it may be submitted in writing to the Shift Supervisor within seven (7) calendar days after the occurrence giving rise to the grievance or after becoming known or it shall be considered dropped. The Shift Supervisor shall reply in writing in seven (7) calendar days.

**Step 2:** In case the matter cannot be adjusted under Step 1, the matter may be considered by the Communications Commander. Request for consideration by the Communications Commander must be in writing within seven (7) calendar days of the decision (unless mutually extended) in Step 1 or the grievance shall be dropped. The Communications Commander shall render his
decision in writing within seven (7) calendar days after submission of the grievance to him or it shall be found in the employee's favor unless extended by mutual agreement of the parties.

**Step 3:** In case the matter cannot be adjusted under Step 2, the matter may be considered by the Bureau Director or his designee. Request for consideration by the Bureau Director or his designee must be in writing within seven (7) calendar days of the decision in Step 2 or the grievance shall be dropped. The Bureau Director or his designee shall render his decision in writing within seven (7) calendar days after submission of the grievance to him unless extended by mutual agreement of the parties which agreement shall not be unreasonably withheld; or it shall be found in the employee's favor.

Grievances relating to terminations shall bypass steps 1 and 2 and commence at step 3. Grievances relating to terminations shall be made directly to the Chief of Police rather than the Bureau Director or his designee, but shall otherwise follow the procedure within Step 3.

**Step 4:** In the event a satisfactory resolution is not reached between the parties through the above steps, the employee may pursue the final step as follows:

A) In the cases of complaints or grievances which arise from disciplinary action, except for termination of an employee’s services, the matter may be appealed to the Chief of Police or his designee, within five (5) work days of the Bureau Director or his designee's decision.

B) In the cases of complaints or disputes which arise as questions of
interpretation of provisions of this Memorandum of Understanding, excluding specifically conflicts relating to any disciplinary matters, except for termination of an employee’s services, the matter may be resolved through arbitration, in the following manner:

1) Notice in writing of intent to arbitrate shall be delivered to the Department Head and Chief Legal Counsel by the party seeking arbitration to the opposing party within ten (10) work days of the Department Head decision. The notice shall set forth the Articles or Sections of this Memorandum which are claimed to require modification, reversal or interpretation. If notice of intent to arbitrate is not delivered within ten (10) work days of the Department Head decision the issue shall be deemed closed.

2) Within fifteen (15) work days after the above notice is delivered, the parties will mutually agree upon an arbitrator or jointly obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service, and the parties will alternately and independently strike unacceptable arbitrators from a list with the last remaining arbitrator being selected.

3) Employees shall not be paid for time spent in attending arbitration proceedings other than as a witness on behalf of UG.

4) The jurisdiction and authority of the arbitrator shall be governed by the following:
a) The arbitrator shall have the authority to determine the procedural rules of arbitration and shall have the authority to make such binding orders as are necessary to enable him to act, effectively. He shall observe the rules of evidence and his decision shall be final and binding on both parties.

b) The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Memorandum, nor shall he exercise any responsibility, discretionary powers or functions of the Department.

c) In the resolution of disputes between the parties to this Memorandum, the arbitrator shall give no weight or consideration to any matter except the specific language of this and is specifically prohibited from considering or basing his award on any alleged past practices of UG or Division or the Union.

d) The arbitrator shall have no authority to substitute his judgment for that of the management of UG, Division or Department, nor shall he have authority to usurp, subtract from, modify or exercise any management right of UG or the Division.

e) The decision of the arbitrator shall be based on the evidence presented him by the parties in the presence of
each other.

f) The cost of the arbitrator shall be shared equally by UG and the Union.

**ARTICLE XII - STRIKES AND LOCKOUTS**

§ 12.1 Strikes and Lockouts

The Union, on behalf of its membership, recognizes that the protection of the public health, safety and welfare are of paramount importance to itself and the UG. Therefore, during the life of this Memorandum, the Union will not condone, nor encourage nor instigate any work slowdowns, stoppages or strikes, or any actions that are detrimental to the operations of the Department. The UG agrees that it shall take no actions that could be defined as a lockout nor shall it discriminate against any member of the unit for her actions as a member of the Bargaining Unit provided those actions are not proscribed by law. Any violation of this Article may be the subject of disciplinary action, including discharge. The Union and its stewards shall, within twenty-four (24) hours of the commencement of any of the acts prohibited herein, take all reasonable affirmative action to terminate such conduct.

**ARTICLE XIII - VACATIONS**

§ 13.1 Entitlement

For those employees hired before January 1, 2016, after completing one (1) year of service, each employee shall be entitled to a vacation as provided herein upon:

<table>
<thead>
<tr>
<th>Continuous Completed Years</th>
<th>Vacation Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 through 4 years</td>
<td>eleven (11) working days.</td>
</tr>
<tr>
<td>5 through 8 years</td>
<td>seventeen (17) working days.</td>
</tr>
<tr>
<td>9 through 13 years</td>
<td>twenty (20) working days.</td>
</tr>
<tr>
<td>14 through 19 years</td>
<td>twenty-five (25) working days.</td>
</tr>
</tbody>
</table>
For those employees hired on or after January 1, 2016, each employee shall be entitled to a vacation, accrued on a monthly basis, after completing six (6) months of service scheduled in accordance with Section 13.4, as provided herein upon:

<table>
<thead>
<tr>
<th>Continuous Completed Years</th>
<th>Vacation Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 through 4 years</td>
<td>10 eight-hour work days (80 hours)</td>
</tr>
<tr>
<td>5 through 8 years</td>
<td>16 eight-hour work days (128 hours)</td>
</tr>
<tr>
<td>9 through 13 years</td>
<td>19 eight-hour work days (152 hours)</td>
</tr>
<tr>
<td>14 through 19 years</td>
<td>24 eight-hour work days (192 hours)</td>
</tr>
<tr>
<td>20+ years</td>
<td>27 eight-hour work days (216 hours)</td>
</tr>
</tbody>
</table>

Employees must have completed the requisite years of service prior to January 1, in a given year in order to be eligible for greater vacation benefits that year.

§ 13.2 First Year - Pro Ration

For any portion of the initial year of employment occurring prior to January 1, an employee shall be entitled to a pro-rated vacation. The pro-ration shall be computed in accordance with Section 13.6 of this Memorandum. (Example: Employee commences her employment on July 1, she would be credited 6/12's of ten (10) working days vacation on January 1.)

§ 13.3 Holidays

When an employee is on vacation and one of the holidays recognized by this Memorandum falls during that period, the employee shall receive one (1) additional day off with pay to be taken at a later time, provided that sufficient personnel are available to provide the necessary service and at the discretion of the Communications Commander.

§ 13.4 Scheduling
Vacations will be scheduled by seniority among dispatchers on each shift as follows:

1. Commencing the day following the effective date of annual bid assignments, the dispatchers, in order of seniority, on each shift shall select their first five (5) day vacation block. Each dispatcher shall have up to two (2) hours maximum to make their choice provided that upon an employees selection of their vacation, the list shall then proceed to the next employee for vacation selection. Each day thereafter the next senior dispatchers on each shift shall then select their first five (5) day vacation block until all dispatchers have had an opportunity to make their first selection for vacation that year. The same procedure shall then be followed until all employees' vacation on each shift has been scheduled. Employees may select their vacation days after their initial five (5) day vacation block is selected in minimum amounts of one (1) full eight (8) hour day. Employees may leave a maximum of five (5) of their vacation days unscheduled to be used in full one (1) day eight (8) hour increments. Employees must designate at the conclusion of the annual vacation bidding process whether they wish to carry over up to five (5) vacation days to the next year. The vacation credits carried over must be used during that next year.

2. Each employee must be aware of their vacation selection days and make their selection upon those dates. If they do not so select in a timely fashion, they will be skipped over and vacation selection by other shift employees will continue. The skipped employee will be allowed to make only their second selection in the next round.
3. An employee’s first choice of vacation will be scheduled in blocks of five (5) or more consecutive vacation days, except as provided herein. ("Consecutive" means regularly scheduled workdays). A maximum of two (2) holiday/compensatory days may be scheduled in conjunction with any five (5) or more consecutive day vacations. A maximum of one (1) holiday/compensatory day may be scheduled in conjunction with any vacation less than five (5) days provided that all of such time off is scheduled at the time of the annual vacation scheduling identified in section 13.4(1) above. An employee need not have accumulated sufficient holiday/compensatory time at the time that such employee schedules such holiday/compensatory leave in conjunction with vacation leave as provided above, however, such employee shall have accumulated sufficient holiday/compensatory leave as of the date when such holiday/compensatory leave is actually taken. This does not prevent an employee from requesting additional days off with their vacations, however, those requests will be submitted the same as any normal request for time off. Employees must make written application to their supervisor to use any unscheduled vacation days which the employee has reserved as set forth in paragraph 1 above at least twenty-four (24) hours in advance of the usage. The employer may grant or deny the request depending upon manpower. Should the employee not be allowed to use this unscheduled vacation by the end of the year after at least five (5) requests by the employee to use those unscheduled vacation days, then they shall be paid at their base rate of pay for these days.

4. Employees with less than one (1) year of service may schedule their vacation
during the annual vacation scheduling process, however, they may not use their vacation entitlement until after their one (1) year employment anniversary date.

5. Employees may submit a request to reschedule a vacation choice, in writing, provided such change does not effect other scheduled vacations and provided that the granting of such request shall be within the discretion of the Communications Commander.

§ 13.5 Exception

Employees shall not accrue vacation time while on leave of absence, lay-off, suspension or while absent (in excess of six (6) months) due to a non-work related injury or illness. In the event any employee is absent from work on an authorized leave of absence, or on lay-off status or due to non-work related illness or injury in excess of six (6) months, her vacation shall be reduced pro rata to the portion of the year she earned and was eligible for vacation privileges.

§ 13.6 Pro-Rata Vacation

For the purpose of computing vacation pay, an employee shall earn one-twelfth (1/12) of her vacation for each month of service during the twelve (12) month period preceding January 1 of each year. Each month in which an employee works fifteen (15) days shall be considered a month of service. Employees who are discharged prior to taking their vacation shall not forfeit any right to accrued vacation.

§ 13.7 Termination of Service

An employee whose employment is terminated for any reason shall receive that portion of her vacation which has been earned in the current service year on a pro-rated basis (one-twelfth
[1/12] of the vacation earned in the current service year for each calendar month completed), and should an employee have taken more vacation than she has actually earned, it shall be deducted from her final pay check.

**ARTICLE XIV - RETIREMENT AND PENSION FUND**

§ 14.1 Retirement and Pension Fund

All employees shall come under the Kansas Public Employees Retirement System as set forth by UG of Kansas City, Kansas in effective Charter Ordinances or Resolutions and Kansas State Statutes.

**ARTICLE XV - INSURANCE**

§ 15.1 Medical Plan

During the term of this Memorandum, UG agrees to offer the employees of the Department the same medical, dental or other similar welfare benefit plans which are made available to the UG’s employees generally. For these purposes, “medical plan” includes medical, dental and vision coverage.

A. **Employee Premium.**

Prior to January 1, 2016, UG agrees to pay for one hundred percent (100%) of the insurance premium for each covered employee for the employee’s cost of coverage elected under either the Single or Family coverage offering. Beginning on January 1, 2016 and for the remainder of the term of this Agreement, each covered employee shall make monthly medical plan premium payments for either Single or Family coverage elected according to the following schedule:

<table>
<thead>
<tr>
<th>Annual Base Pay</th>
<th>Monthly Premium Contribution</th>
</tr>
</thead>
</table>

|                      |                           |

39
<table>
<thead>
<tr>
<th>Base Pay Range</th>
<th>Individual Premium Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>$30,000 or less</td>
<td>$10.00 per month</td>
</tr>
<tr>
<td>$30,001 - $60,000</td>
<td>$20.00 per month</td>
</tr>
<tr>
<td>$60,001 or more</td>
<td>$30.00 per month</td>
</tr>
</tbody>
</table>

For purposes of the foregoing schedule, “Base Pay” is calculated solely upon an employee’s then applicable hourly rate of pay or monthly salary as projected over the course of a year assuming full time employment. “Base Pay” shall not include any overtime, out of class, longevity or trainer’s pay. The Unified Government shall pay the remainder of each covered employee’s monthly medical plan premium for the least expensive medical plan provided or administered by a major reputable carrier recommended by the Joint Committee and approved by the Unified Government Administrator.

With respect to the foregoing individual premium contributions, if the Unified Government enters into a Memorandum of Understanding with another bargaining unit (“MOU”) which does not require employees to contribute in the same amounts as stated above for the calendar years 2016 and 2017, then the herein covered employees shall only be required to contribute to the individual coverage premium as provided within such bargaining unit’s MOU. The foregoing sentence shall not apply if the MOU for such other bargaining unit provides for a lower cumulative cost of living percentage increase to wages during the term of this MOU, 2015-2017. The foregoing provision shall also apply only to those memoranda of understanding or other collective bargaining agreements which cover employees who participate in the Unified Government’s medical plan.

**B. Family Premium.**

Employees electing to obtain dependent coverage under a Family coverage election under the medical plan(s) will pay 25% of the premium cost of the dependent portion of Family
coverage in addition to any applicable employee premium cost discussed in Subsection A above, and the Unified Government shall pay the remaining contribution cost for the least expensive medical plan provided or administered by a major reputable carrier recommended by the Joint Committee and approved by the Unified Government Administrator.

C. **Election of More Expensive Plans.**

Should UG offer a more expensive medical plan and an employee(s) should select to be covered by the same, then the employee shall be responsible to pay any and all additional premiums, if any, and his portion of the premium therefore shall deducted from the employee’s paycheck.

D. **Unusual Increase in Annual UG Premium Costs.**

The cost of the premium paid by the UG for individual and dependent coverage for these employees shall not increase more than fourteen percent (14%) from one year to the next. If the cost of the medical plan, dental or other similar welfare benefit plan is projected, based on a review of actual plan experience and historical utilization data as well as applicable industry survey and medical trend documentation, to increase by more than fourteen percent (14%) from the preceding budget year, then insurance plans, insurance carriers or other claims administrators, contribution formula and/or benefits must be changed under the medical, dental or other similar welfare benefit plan in order to decrease the overall projected cost increases to fourteen percent (14%) or less. The UG Employee Health Benefit Committee (EHBC) shall meet and confer in an attempt to make recommendations to the UG Administrator for modifying the polic(ies), carrier(s), administrator(s), plan design(s), benefits, contribution formula or other variables to reduce the projected cost increase to fourteen percent (14%) or less for the next budget year. The
Union shall have one voting member on the EHBC. The EHBC shall have at least an equal number of voting members from representatives of bargaining units of the UG as members from unrepresented groups, administrative staff and retirees. If the EHBC recommendation is deadlocked, then the UG Administrator shall make the determination and the Union has the right to submit the matter to expedited arbitration. When the EHBC determines what its recommendations are to be to the UG Administrator, the UG Administrator shall then determine whether he or she agrees with those recommendations or not. If the UG Administrator agrees, the recommendation modifications shall be immediately adopted. If the UG Administrator disagrees with the EHBC recommendations, the UG Administrator shall notify the EHBC of such determination. If the UG Administrator and EHBC cannot immediately resolve their differences, the matter shall be submitted to expedited arbitration. The arbitrator only has jurisdiction to determine if the UG Administrator’s or the EHBC’s recommendations are correct in determination of the method of modifications of carrier(s), plan(s), benefits, etc. in order to keep the UG’s projected cost for the medical, dental or other similar welfare benefit plan for each year from exceeding the preceding year(s) by fourteen percent (14%). The factors used to determine costs for any one year of this Memorandum shall be as follows:

1. Plan experience during year. (On a claims paid, not claims made basis).
2. Administrative expenses to administer the plan during the year.
3. Sufficient funds to create and/or preserve a “premium stabilization” reserve fund of at least five percent (5%) of the previous year’s total premium costs amount.

Employees may elect to have their premiums paid by pre-tax dollars.
§ 15.2 Benefit Advisory Committee

The Union is permitted to have not to exceed one (1) representative on the Employee Health Benefits Committee, which representative will be entitled to attend the committee meetings where health insurance covering the U.F.C.W. represented employees is discussed or voted upon. Attendance at these meetings outside of normal working hours will not be compensable time.

ARTICLE XVI - LEAVES OF ABSENCE

§ 16.1 Leaves of Absence

Leaves of absence shall be without pay unless specifically stated that the leave is to be with pay.

§ 16.2 General Leaves of Absence

Any general leave of absence which shall be granted is the decision of the Communications Commander. The maximum general leave of absence shall be thirty (30) days, but the Communications Commander may extend such leave in writing for a period of ninety (90) days. Any employee desiring a general leave of absence shall submit a written request to the Communications Commander at least seven (7) days prior to the commencement of the requested leave, except in cases of emergency. Before an employee may take a general leave of absence, written permission must be obtained from the Communications Commander with notice to the Union. The time an employee spends on general leave of absence shall not be counted as time worked in determining vacation benefits or any other benefits under this Memorandum. Failure to report at the end of a general leave of absence will be considered a voluntary resignation on behalf of the employee. If an employee on a general leave of absence obtains other employment...
while on such leave, her employment will be automatically terminated and the employee will have no recourse whatsoever under this Memorandum.

§ 16.3 Personal Days

Employees may, with the Communications Commander's permission, take up to six (6) personal days per year. Personal Days may be charged to any accrued leave of the individual employee’s choice. Personal days will not be granted on designated holidays as set forth in Section 17.1 herein. Personal day leave requests must be made twenty-four (24) hours in advance of the leave and in writing except in cases of emergency.

§ 16.4 Emergency Leave

In the event of an emergency that requires an on duty employee to be absent, said employee may request to use any accumulated leave time to cover their absence. If sick leave is used it will be deducted from such employee's accumulated sick leave time bank, however, it will not be considered as an occurrence. Reasonable verification of such emergency may be required and the existence of an emergency will be determined by the Communications Commander or his designee.

§ 16.5 Family Medical Leave


§ 16.6 Military Leave

Any employee who voluntarily or involuntarily enters active duty in any branch of the Military Service, including all Guard and Reserve Units of the Armed Forces of the United States, may be placed on military leave of absence without pay. Any employee who is a member of the
National Guard or any other component of the Military Reserve may be granted a leave of absence without pay to meet his military obligation in accordance with Federal Law. Accrual of sick leave, holidays, vacation and other benefits while on military leave shall be determined by applicable State and Federal law. Military obligation means required summer camps and meetings and may or may not, in accordance with Federal Law, include camps and training sessions attended voluntarily. In either case, such employee shall comply with existing Federal Law and Regulation and shall comply with UG procedure in requesting such leave and upon his separation from the service he shall be entitled to such benefits accruing to him under existing federal laws and regulations. An employee on military leave shall report for duty with UG within ninety (90) days of his separation from service on his initial tour of duty or he will be considered as having voluntarily resigned.

§ 16.7 Injury Leave

A) An employee who sustains injuries arising out of and in the course of her employment shall be covered by the provisions of the Workers' Compensation Act of the State of Kansas. If the employee is unable to work, she shall receive the difference between her regular pay and the workers' compensation benefits she receives for the first thirteen (13) weeks of any such injury leave. Thereafter, any further injury leave shall be at the discretion of the UG Commission.

B) An employee on injury leave shall be required at least every thirty (30) days to furnish a physician's certificate to the Division stating her medical condition, the likelihood of her return to work and a statement, based upon reasonable medical certainty, as to when the injured employee may return to her regular duties with
the Division and a statement that the injured employee is unable to return to her duties due to a bona fide work related injury.

C) An employee injured on duty must report, in writing, such injury forthwith to her immediate supervisor. The injury shall be recorded by the employee on the appropriate Division reports in accordance with Division operating procedures.

D) Employees on approved injury leave are prohibited from being gainfully employed by an employer other than UG or being self-employed, if self-employment involves physical labor of any kind.

§ 16.8 Funeral Leave

Each employee shall have, in the event of a death in his immediate family, three (3) consecutive regularly assigned work days off with pay as long as one (1) of the funeral leave days is the day of the funeral. The employee shall be granted only one (1) additional day off with pay, in addition to the three (3) days leave referenced above, for any verified travel in excess of 500 miles. The term "immediate family" shall include the employee's or current spouse's, children, grandchildren, parents, grandparents, step parents, brother, sister, brother-in-law, sister-in-law, son-in-law and daughter-in-law or relative living in the employee's home. The Communications Commander may grant, within his sole discretion, to employees, the use of accrued and unused compensatory time, vacation or holidays for an employee to attend other funerals. The employee may be asked to provide satisfactory proof of death and his attendance at the funeral.

§ 16.9 Sick Leave

A. **Accrual of Sick Leave.**

1) All employees hired before January 1, 2016 shall be entitled to prorated sick leave
which will be earned at the rate of one and one fourth (1 1/4) days for each full month of service. All employees hired on or after January 1, 2016 shall be entitled to prorated sick leave which will be earned at the rate of one (1) day for each full month of service. There shall be no limit on the number of sick days the employee may accrue.

2) No sick leave benefits shall accrue until after the employee has completed six (6) months of her probationary period as an employee of the division.

3) Sick leave shall not accumulate during general leave, military leave, suspension in excess of fifteen (15) days or layoffs.

4) An Employee must actually work or be credited with working at least fifteen (15) days per month in order to accumulate the sick leave entitlement for that month.

5) Accrued, unused sick leave will be forfeited.

6) Any employee not using sick leave or FMLA leave between, January 1 through June 30 and July 1 through December 31 of any calendar year shall receive one (1) work day off with pay for each six (6) month period. Award day requests must be made twenty-four (24) hours in advance of the leave in writing except in cases of emergency. Such days off may be taken by the employee, schedule permitting, and with the consent of the Commander or his designee. If such award days are not used they will accrue in the employee’s time bank. All accumulations of award days shall terminate upon termination of employment with the UG.

7) All accumulations of sick leave shall terminate upon termination of services with
UG except in the case of an Employee who is laid off from her position for reasons that are not discreditable to her, in which event she may, if reappointed, use any unused sick leave existing at the time of her lay-off. Provided, however, that Employees who were hired before January 1, 2016 who have accumulated sick leave and who are eligible for pension at the time of their retirement in accordance with Article XIV shall be paid at their regular salary in a lump sum for such accumulated sick leave up to one-hundred (100) calendar days. If an Employee has less than the referenced number of accumulated sick leave days, she shall receive the pro rated 1/30 of one month's pay for each day of accumulated sick leave existing at the time. Upon retirement, employees hired on or after January 1, 2016 shall receive regular straight time compensation for fifty percent (50%) of accumulated unused sick leave, but such compensation shall not exceed two (2) months base pay.

8) Supervisors will keep a record of sick days taken by their personnel.

B. Use of Sick Leave.

1) Reasonable proof of illness and recovery may be required by the Division before an Employee may return to work or receive sick leave benefits as stated herein.

2) Sick leave may be utilized for maternity leave, physical, or mental illness.

3) In the event an Employee abuses the sick leave benefit herein provided, the Communications Commander may direct that no sick leave may be granted the Employee until she has been absent for more than one (1) day due to illness or injury, provided, that this will not be used to discriminate against an Employee.
4) Sick leave shall only be used for the purpose for which it was intended, that being to provide an Employee protection against a loss of pay due to illness or to attend to a child, spouse or parent who resides with the employee and whose illness or injury requires the employee’s presence.

5) Sick leave may not be converted into any other form of compensation.

6) When any Employee is sick and cannot report for duty, notice of her absence shall be made in every case to the Communications Commander or supervisor on duty. This notice shall be made by the Employee or by a member of her immediate family, at least two (2) hours before her reporting time.

7) All Employees reporting sick, including on the employee's regular days off when preceded and followed by a day of absence due to sickness or injury, will remain at their home or place of confinement. Employees who are absent from work and have reported that they are sick and are absent from their residence or place of confinement shall be held accountable for their absence. If place of confinement is not the Employee's listed residence, she shall thus notify the supervisor she is reporting to.

8) An employee's feigning illness shall subject her to disciplinary action and supervisors shall be held responsible for ensuring that their Employees when reporting sick are making a true report of their condition. UG retains the right to check on Employees at home or place of confinement to verify the appropriate use of sick leave.

9) Proof of sickness must be received from any individual Employee on the seventh
(7th) occasion and thereafter (each incident of being sick will be a time) in any twelve (12) month period. Any illness or sickness resulting in three (3) days of continuous sick leave will require proof of illness and a doctor's release to return to work.

10) Any Employee on sick leave is prohibited from being gainfully employed by any employer other than the UG or from being self-employed.

§ 16.10 Exhaustion of Accrued Sick Leave.

Employees who request to use sick leave but have no accumulated sick leave to use shall be treated as follows:

1) If the Employee has accumulated holidays, vacation days or compensatory time to their credit, the Employee may request and use the accrued holiday, vacation or compensatory time credits; however, such Employee shall be subject to the progressive discipline provided for in subsection (3) below. Any leave taken under this Section shall be considered sick leave for purposes of Section 16.12.

2) If the Employee has no accumulated holidays, vacation or compensatory time credits, or qualifies under Subsection (1) above and elects not to use such accrued holiday, vacation or compensatory time, such Employee will be docked for the day’s pay and subject to the progressive discipline provided for in Subsection (3) below.

3) The following progressive discipline shall apply:

   a) 1st offense: Verbal Warning and counseling form;
b) 2nd offense: Written reprimand;
c) 3rd offense: One (1) day suspension without pay;
d) 4th offense: Three (3) day suspension without pay;
e) 5th offense: Five (5) day suspension without pay;
f) 6th offense: Termination.

Any offense under the above schedule of progressive discipline which occurred more than three (3) years prior to the present offense warranting discipline shall not be considered for the purposes of imposing discipline under the above listed steps of progressive discipline.

4. Progressive discipline as provided for in Subsection (3) above shall commence on January 1, 2011.

§ 16.11 Donation of Sick Leave.

1) An Employee of this Bargaining Unit may donate up to forty (40) hours sick leave to other Employees within this Bargaining Unit, who are off of work due to personal illness and have no accrued vacation, sick leave, compensatory time or any other accrued leave, provided that the donor has in excess of One Hundred (100) hours accumulated sick leave following the donation. Donated sick leave will not be paid out upon separation. Employees receiving workers compensation benefits or disability benefits under UG disability policies may not receive and/or use donated sick leave.

§16.12 Excessive Use of Sick Leave.

If any Employee, within any twelve (12) consecutive month period, has either: 1) used sick leave on seven (7) or more occasions; or 2) used six (6) or more sick leaves immediately before or immediately after her regular days off, vacation
days, holidays, or any paid leave of absence; she shall be classified as an "excessive user of sick leave" except where disciplinary action is prohibited by the Family and Medical Leave Act (F.M.L.A.). When the Employee is absent from work for four (4) hours or less for a pre-approved doctor's appointment, it shall not be considered an occasion of sick leave for the purpose of identifying excessive users, provided that the physician's statement satisfactorily verifies the Employee's attendance at the appointment. The Employee shall be notified, in writing, when she is so classified as an excessive user of sick leave, and notified in writing when she is no longer so classified. This written notice shall be given within fourteen (14) calendar days after the Employee has been so classified as an excessive sick leave user and within fourteen (14) calendar days after the Employee has been removed from the excessive users list. Notice shall be deemed to be given when handed to the Employee, or upon delivery of notice by certified mail. Refusal of certified mail shall be deemed to constitute sufficient notice. For the following Three Hundred and Sixty-Five (365) consecutive calendar day period the excessive user Employee shall concurrently be subject to the following rules concerning the use of sick leave:

1) **Physician's Statement:** The Employee shall furnish a statement from a physician to her supervisor on each occasion the Employee uses sick leave. The statement shall be furnished on the physician's first regular business day of the sick leave use. Notification by facsimile from the attending physician's office to the Communications Commander may be
accepted. The statement shall contain the physician's opinion of the probable length of time of the necessary sick leave and the physician's statement that the Employee was unable to work the day that she was absent. If the Employee does not furnish a physician's statement as provided, she shall receive the following discipline:

a) 1st offense -- one (1) work day suspension without pay.
b) 2nd offense -- seven (7) work days suspension without pay.
c) 3rd offense -- termination.

2) Continued Use of Sick Leave: If the "excessive user" Employee shall either: (a) use sick leave on seven (7) or more occasions, or (b) use six (6) or more sick leaves immediately before or immediately after her regular days off, vacation days, holidays, or any paid leave of absence, then discipline shall be as follows:

1) 1st offense - fifteen (15) calendar days without pay;
2) 2nd offense - thirty (30) calendar days without pay;
3) 3rd offense - the Employee may be subject to termination.

**ARTICLE XVII - HOLIDAYS**

§ 17.1 Designated Holidays

Employees shall receive one (1) day with pay for the following holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

§ 17.2 Additional Holidays
Employees shall, in addition to the above holidays, receive all other holidays declared to be such by the UG Commission for the benefit of other UG employees. This provision shall not apply if the holidays listed in this Article fall on a Saturday or Sunday. This provision shall not apply when Unified Government facilities are closed for any reason for less than a full workday, whether in connection with a recognized Holiday, adverse weather, or any other reason.

§ 17.3 Conversion of Holiday Credits

Alternate days off in lieu of a holiday with pay, if not taken by the January following the holiday, will be converted into compensatory time or pay.

§ 17.4 Sick Leave Use on Holiday

Employees who use sick leave on a designated holiday that falls on a regular work day shall not accrue an alternate day off for that holiday.

§ 17.5 Work on Thanksgiving or Christmas Day

Employees who work on Thanksgiving or Christmas Day shall be paid at a rate of two times (2x) the employee's base hourly rate for those hours actually worked on that day.

ARTICLE XVIII - DISCIPLINE

§ 18.1 Discipline

The Union recognizes that the Department Head has the responsibility for maintaining discipline and the efficient and orderly operation of the Unit. Accordingly, the authority to discipline employees is vested exclusively in the Department Head. However, the Department Head may from time to time delegate this authority to subordinate employees.

Employees, excluding probationary employees, shall only be disciplined, discharged or
demoted for just cause. Just cause shall include but not be limited to violations of, Unit, Kansas City, Kansas Police Department General Orders, Kansas City Kansas Police Department Public Safety Communications S.O.P., and/or Kansas City, Kansas Police Department Civilian (Non-Sworn) rules and regulations and this Memorandum of Agreement. Probationary employees may be disciplined at the discretion of UG.

**ARTICLE XIX - TECHNOLOGICAL CHANGE / TRAINING**

§ 19.1 *Technological Change*

The parties recognize that automated equipment is now and will in the future be available which could be incorporated in Division operations. UG recognizes that there is a desire to protect and preserve work opportunities. At the same time, the Union recognizes that UG has the right to avail itself of modern technology. With this common objective, the parties agree as follows:

A) In the event UG introduces major technological changes which would have a direct material impact affecting Bargaining Unit work, twenty (20) days advance notice of such change will be given to the Local Union President in writing.

B) Any necessary training of employees will be furnished by UG at no expense to the employees and employees shall be compensated at the overtime rate when they are required to be retrained during their off-duty hours which exceed the normal work week. Employees required to be retrained due to technological change, shall be required to attend the technological training as and when directed by Unified Government.

§ 19.2 *Training During Scheduled Time Off.*
A. **Contractual Days Off.**

If training is scheduled on an employee’s contractual day(s) off, then such employee may be given the choice of compensatory time/overtime pay, provided that such scheduled work would qualify for compensatory time/overtime pay as provided in Article 8. Alternatively, within the discretion of the Communications Commander, such employee may elect to take an alternate day off during the same pay period, as defined in Article 8.1, for every contractual day off forfeited, as manpower permits. Such election shall be made by the employee at the time of notification that training is scheduled.

B. **Vacation.**

If training conflicts with an employee’s selected annual vacation choices, reasonable attempts by the Communications Commander to provide an alternative training schedule will be made.

**ARTICLE XX - ALCOHOL & DRUG-FREE WORKPLACE & TESTING**

§ 20.1 Alcohol and Drug-Free Workplace and Testing

The Union and UG agree to be governed by UG's Alcohol & Drug Testing Program, attached hereto. In addition, the Bargaining Unit employees shall be subject to the Drug-Free Workplace Act of 1988, as amended, and City policy concerning employees alcohol and drug use testing.

§ 20.2 Smoke-Free Workplace

The Union and City agree to be governed by UG's policies and procedures concerning the Smoke-Free Workplace.
ARTICLE XXI - ENTIRE MEMORANDUM OF UNDERSTANDING

§ 21.1 Entire Memorandum of Understanding

This Memorandum of Understanding supersedes and cancels all previous agreements, oral or written, and all existing unwritten practices between UG and the members of the Union and constitutes the entire Memorandum between the parties except as to those areas of employment not covered herein which are subject to City ordinances existing at the date of this Memorandum. Any conflict which may exist between existing City ordinances and the provisions of this Memorandum of Understanding shall be determined in favor of this Memorandum of Understanding. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

The parties further acknowledge that during negotiations which resulted in this Memorandum of Understanding, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective meeting and conferring and that understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Memorandum.

Therefore, the UG and the Union for the life of this Memorandum agree that the other shall not be obligated to negotiate collectively, but may if mutually agreeable, with respect to any subject or matter referred to or not specifically referred to or covered in this Memorandum. Waiver of any breach of this Memorandum by either party shall not constitute a waiver of any further breach of this Memorandum.

ARTICLE XXII - SAVINGS CLAUSE

§ 22.1 Savings Clause
Should any term or provision of this Memorandum be in conflict with any State or Federal statute or other applicable law or regulation binding upon UG, such law or regulation shall prevail. In such event, however, the remaining terms and provisions of this Memorandum will continue in full force and effect.

If any Article or Section of this Memorandum shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby, and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

**ARTICLE XXIII - DURATION**

§ 23.1 Duration

This Memorandum shall be in full force and effect from January 1, 2015 through December 31, 2017 and from year to year thereafter unless written notice to the contrary be given either party to the other not less than sixty (60) days prior to the anniversary date of a desire to open this Memorandum for negotiation.
IN WITNESS WHEREOF, UG AND THE UNION have hereunto set their hands this ___ day of ______________, 2015.

_________________________________  ______________________________

UNIFIED GOVERNMENT OF  UNITED FOOD & COMMERCIAL
WYANDOTTE COUNTY/  WORKERS UNION, LOCAL 2
KANSAS CITY, KANSAS

_________________________________  ______________________________

_________________________________  ______________________________

_________________________________  ______________________________

_________________________________

DATE  DATE

Approved as to form:

_________________________________

Jody Boeding, Chief Counsel

Attest:

_________________________________

Unified Government Clerk
The incremental steps recognized in the classification of Dispatcher are contemplated to be based upon the stated time periods of continuous service.
*MEMORANDUM*

TO: Communications Personnel

FROM: Captain R. Angell

DATE: 01-01-12

SUBJECT: Eating within the Communications Center

The following snack guidelines will be allowed within the Communications Center and at the work console.

- Food that would be considered a “snack” such as a granola bar, candy bar, or other self contained snack item will be allowed at the work console for consumption throughout the dispatchers work day.
- No meal items such as sandwiches, burgers, microwave meals, or carry out items will be allowed.
- No food items that are liquid or items that would create an unsanitary condition on or around the computer work area will be allowed.

Dispatchers are not allowed to speak to a citizen on the telephone while eating any food item. No transmission across any radio air will occur while eating any food item. Service to our citizens and officers will continue to be our primary function; the eating of a food item
will not be allowed to promote an unprofessional image of our unit.

The Supervisory Staff will monitor all employees for compliance to these guidelines. Any snack item, which in the opinion of the Supervisor does not comply, will be removed immediately from the dispatch floor.

The allowing of snack items on the floor is not intended to alter the wording in the Memorandum of Understanding between the Unified Government and the UFCW. It is instead a privilege granted in a joint understanding between the two that can be rescinded by the Unit Commander if abused.

APPENDIX B
**Staff Request for Commission Action**

**Type:** Standard  
**Committee:** Neighborhood and Community Development Committee

**Date of Standing Committee Action:** 7/6/2015  
(If none, please explain):

**Proposed for the following Full Commission Meeting Date:** 7/23/2015  
**Confirmed Date:** 7/23/2015

**Changes Recommended By Standing Committee (New Action Form required with signatures)**

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<thead>
<tr>
<th>Date</th>
<th>Contact Name</th>
<th>Contact Phone</th>
<th>Contact Email</th>
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<tr>
<td>6/23/2015</td>
<td>Chris Slaughter</td>
<td>8977</td>
<td><a href="mailto:cslaughter@wycokck.org">cslaughter@wycokck.org</a></td>
<td></td>
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**Item Description:**
The Land Bank Manager respectfully requests that the Neighborhood & Community Development Committee review the proposed packets and forward them to the Land Bank Board of Trustees for final consideration.

Item (1) - Applications (8)  
Item (2) - Transfers to Land Bank (25)

**Action Requested:**
The Land Bank Manager respectfully requests that the Neighborhood & Community Development Committee approve the above requests and forward them to the Land Bank Board of Trustees for final approval.

**Publication Required**

**Budget Impact: (if applicable)**

| Amount: $ |
| Source:   |
| ✓ Included In Budget  
| ☐ Other (explain) |

*Land bank revenues are projected in the budget.*
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<th>APPLICANT</th>
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<td>Jose Alvarez-Aguiniga</td>
<td>1909 N 8th St</td>
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<td>James Bray, Sr</td>
<td>824 Stewart Ave</td>
<td>820 Stewart Ave</td>
<td>Yard Exension</td>
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<tr>
<td>Sebastian Manriquez</td>
<td>85 S 24th St</td>
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<td>Ismael Salmeron</td>
<td>1847 N 24th St</td>
<td>1845 N 24th St</td>
<td>Yard Exension</td>
</tr>
<tr>
<td>Rigoberto Funez</td>
<td>711 Garfield Ave</td>
<td>717 Garfield Ave</td>
<td>Yard Exension</td>
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<tr>
<td>Erika Avila</td>
<td>1043 Greeley Ave</td>
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<td>Shellaine Bradford</td>
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<td>Yard Exension</td>
</tr>
<tr>
<td>Kevin Pahls &amp; Chris Handlin</td>
<td>N/A</td>
<td>8833 State Ave</td>
<td>Commercial Rehab</td>
</tr>
</tbody>
</table>
Unified Government Land Bank Application

Section 1: Personal Information.
1. Applicant's Name: Jose Luis Alvarez Aquiniga
   Spouse (if applicable): ________________________________
2. Name of Corporation (if applicable): ________________________________
3. Street Address: 1909 N 8th Street
4. City, State, Zip: Kansas City KS 66101
5. Home Phone #: (816) 291-1037 Work Phone #: 913-609-06-06
6. E Mail Address: ________________________________
7. List Properties you own in Wyandotte County: ________________
   ________________
8. Do you (or your spouse) have any Code Enforcement violations? Yes ______ No ______
9. Are you (or your spouse) delinquent on any licenses or taxes in Wyandotte County? Yes ______ No ______

Section 2: Proposed Land Bank Purchase.
1. Address(s) of Property: 1907 N 8th Street
   - Vacant Land: 095231
   - Structure: ________________________________
2. Proposed Use of Property:
   - Parking. (Must comply with UG regulations) Go to section 4.
   - Rehabilitation of existing structure. Requires building permit. Go to section 3.
   - Other: ________________________________
Section 3: Construction Project Information.

1. Does the project comply with current zoning? Yes__ No__  
   (Call Planning & Zoning at 913-573-5750)

2. Type of Ownership: Individual__ Corporation__ Nonprofit:  
   Other: ________________________________

3. **Must** attach a letter of credit or pre-approval letter from your bank.

4. **Must** attach drawings for your proposed project.

5. Proposed use of property:  
   - Home Ownership.
   - Rental Home.
   - Business/Commercial Use.
   - Apartments.
   - Other, Specify: **yard extension**

6. Will you seek Tax Increment Financing or other public tax exemptions? __________

7. Will you seek Neighborhood Revitalization Tax Rebates? __________

8. Starting Project Date: _______________ Completion Date: _______________

Comments: ___________________________________________________________________________________

___________________________________________________________________________________________

Section 4: Additional Comments & Terms of Proposal.

___________________________________________________________________________________________

___________________________________________________________________________________________

Incomplete applications will not be considered and will be returned to the sender.  
As the applicant I attest that the information in this proposal is accurate. I attest that I  
have read the Unified Government’s Land Bank policy and agree to the terms and  
conditions of it. I understand that the Unified Government reserves the rights to reject  
any proposal without cause.

Jose Luis Alvarez Aguirre 5-12-15
Applicant’s Signature  Print Your Name  Date

Return Completed Application to: Attn: Land Bank Manager, Chris Slaughter  
701 N. 7th St, Suite 421, KC, KS 66101  
Fax 913-573-5745 Phone 913-573-8977
Section 1: Personal Information.

1. Applicant's Name: James F. Bray Sr.
   Spouse (if applicable): N/A

2. Name of Corporation (if applicable): N/A

3. Street Address: 824 Stewart Ave.

4. City, State, Zip: KC KS 66104

5. Home Phone #: 913-204-5938 Work Phone #: Same

6. E Mail Address: None

7. List Properties you own in Wyandotte County: 824 Stewart

8. Do you (or your spouse) have any Code Enforcement violations? Yes _ No _

9. Are you (or your spouse) delinquent on any licenses or taxes in Wyandotte County? Yes _ No _

Section 2: Proposed Land Bank Purchase.

1. Address(s) of Property: 824 Stewart
   _ Vacant Land
   o Structure

2. Proposed Use of Property:
   _ Yard Extension. Go to section 4.
   o Parking. (Must comply with UG regulations) Go to section 4.
   o Garage. Requires building permit. Go to section 4.
   o Home Addition. Requires building permit. Go to section 3.
   o Commercial Construction. Requires building permit. Go to section 3.
   o Rehabilitation of existing structure. Requires building permit. Go to section 3.
   o Other: __________________________
Section 3: Construction Project Information.

1. Does the project comply with current zoning? Yes__ No__
   (Call Planning & Zoning at 913-573-5750)

2. Type of Ownership: Individual__ Corporation__ Nonprofit: __
   Other: ___________________________________________________________________

3. **Must** attach a letter of credit or pre-approval letter from your bank.

4. **Must** attach drawings for your proposed project.

5. Proposed use of property:
   - Home Ownership.
   - Rental Home.
   - Business/Commercial Use.
   - Apartments.
   - Other, Specify: ___________________________________________________________________

6. Will you seek Tax Increment Financing or other public tax exemptions? _____

7. Will you seek Neighborhood Revitalization Tax Rebates? _____

8. Starting Project Date: ________________ Completion Date: ________________

Comments: _____________________________________________________________

_____________________________________________________________________

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Section 4: Additional Comments & Terms of Proposal.

_____________________________________________________________________

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_____________________________________________________________________

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As the applicant I attest that the information in this proposal is accurate. I attest that I
have read the Unified Government’s Land Bank policy and agree to the terms and
conditions of it. I understand that the Unified Government reserves the rights to reject
any proposal without cause.

Applicant’s Signature: ____________ Print Your Name: ____________ Date: 5-21-15

Return Completed Application to: Attn: Land Bank Manager, Chris Slaughter
701 N. 7th St, Suite 421, KC, KS 66101
Fax 913-573-5745 Phone 913-573-8977
Section 1: Personal Information.

1. Applicant’s Name: Sebastian Manriquez Sr.  
   Spouse (if applicable): Alma Rosa Manriquez

2. Name of Corporation (if applicable):

3. Street Address: 85 South 24th St.

4. City, State, Zip: Kansas City Kansas, 66102

5. Home Phone #: 913-921-2822 Work Phone #: 913-927-5939

6. E Mail Address:

7. List Properties you own in Wyandotte County: 85 South 24th St.  
   Kansas City Kansas

8. Do you (or your spouse) have any Code Enforcement violations? Yes__ No X

9. Are you (or your spouse) delinquent on any licenses or taxes in Wyandotte County? Yes__ No X

Section 2: Proposed Land Bank Purchase.

1. Address(s) of Property: 81 South 24th St. Kansas City Kansas
   - Vacant Land
   - Structure

2. Proposed Use of Property:
   - Parking. (Must comply with UG regulations) Go to section 4.
   - Rehabilitation of existing structure. Requires building permit. Go to section 3.
   - Other:
Section 3: Construction Project Information.

1. Does the project comply with current zoning? Yes___ No___
   (Call Planning & Zoning at 913-573-5750)

2. Type of Ownership: Individual___ Corporation___ Nonprofit:___
   Other:________________________________________

3. Must attach a letter of credit or pre-approval letter from your bank.

4. Must attach drawings for your proposed project.

5. Proposed use of property:
   o Home Ownership.
   o Rental Home.
   o Business/Commercial Use.
   o Apartments.
   o Other, Specify:__________________________________

6. Will you seek Tax Increment Financing or other public tax exemptions?_____

7. Will you seek Neighborhood Revitalization Tax Rebates?_____

8. Starting Project Date:_____________ Completion Date:_____________

   Comments:
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

Section 4: Additional Comments & Terms of Proposal.

   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

Incomplete applications will not be considered and will be returned to the sender.
As the applicant I attest that the information in this proposal is accurate. I attest that I
have read the Unified Government's Land Bank policy and agree to the terms and
conditions of it. I understand that the Unified Government reserves the rights to reject
any proposal without cause.

Applicant's Signature:_________________ Print Your Name:_________________
Date: 5-21-2015

Return Completed Application to: Attn: Land Bank Manager, Chris Slaughter
701 N. 7th St, Suite 421, KC, KS 66101
Fax 913-573-5745 Phone 913-573-8977
Unified Government Land Bank Application

Section 1: Personal Information.

1. Applicant's Name: \textit{Ismael Salmeron}
   Spouse (if applicable): \textit{Oliva Salmeron}

2. Name of Corporation (if applicable) \\

3. Street Address: \textit{1847 N 24th St}

4. City, State, Zip: \textit{Kansas City, KS 66104}

5. Home Phone #: \textit{(913)573-9274} Work Phone #: \textit{(816)505-1507}

6. E Mail Address: \\

7. List Properties you own in Wyandotte County: \\

8. Do you (or your spouse) have any Code Enforcement violations? Yes \underline{\text{No}} /

9. Are you (or your spouse) delinquent on any licenses or taxes in Wyandotte County? Yes \underline{\text{No}} /

Section 2: Proposed Land Bank Purchase.

1. Address(s) of Property: \textit{1845 N 24th St}
   \textit{\checkmark} Vacant Land
   \textit{o} Structure

2. Proposed Use of Property:
   \textit{\checkmark} Yard Extension. Go to section 4.
   \textit{o} Parking. (Must comply with UG regulations) Go to section 4.
   \textit{o} Garage. Requires building permit. Go to section 4.
   \textit{o} Home Addition. Requires building permit. Go to section 3.
   \textit{o} New Home Construction. Requires building permit. Go to section 3.
   \textit{o} Commercial Construction. Requires building permit. Go to section 3.
   \textit{o} Rehabilitation of existing structure. Requires building permit. Go to section 3.
   \textit{o} Other: \\

Section 3: Construction Project Information.

1. Does the project comply with current zoning? Yes___ No___
   (Call Planning & Zoning at 913-573-5750)

2. Type of Ownership: Individual___ Corporation___ Nonprofit: ___
   Other: ______________________________________________________

3. **Must** attach a letter of credit or pre-approval letter from your bank.

4. **Must** attach drawings for your proposed project.

5. Proposed use of property:
   o Home Ownership.
   o Rental Home.
   o Business/Commercial Use.
   o Apartments.
   o Other, Specify: __________________________________________

6. Will you seek Tax Increment Financing or other public tax exemptions? _____

7. Will you seek Neighborhood Revitalization Tax Rebates? _____

8. Starting Project Date: ________________ Completion Date: ________________

Comments:
______________________________________________________________
______________________________________________________________
______________________________________________________________

Section 4: Additional Comments & Terms of Proposal.

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______________________________________________________________

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As the applicant I attest that the information in this proposal is accurate. I attest that I
have read the Unified Government’s Land Bank policy and agree to the terms and
conditions of it. I understand that the Unified Government reserves the rights to reject
any proposal without cause.

*Olivia Salmon*  *Olivia Salmon*  *5/28/15*
Applicant’s Signature  Print Your Name  Date

Return Completed Application to:  Attn: Land Bank Manager, Chris Slaughter
701 N. 7th St, Suite 421, KC, KS 66101
Fax 913-573-5745 Phone 913-573-8977
Section 1: Personal Information.

1. Applicant's Name: Rigo\text{\textsubscript{\textsuperscript{b}r}}
   Spouse (if applicable): 

2. Name of Corporation (if applicable): 

3. Street Address: 4029 Silver Ave KCK 

4. City, State, Zip: KCK KS 66106 

5. Home Phone #: 913 940 8878 Work Phone #: 

6. E Mail Address: 

7. List Properties you own in Wyandotte County: 711 Garfield Ave 

8. Do you (or your spouse) have any Code Enforcement violations? Yes\checkmark\ No

9. Are you (or your spouse) delinquent on any licenses or taxes in Wyandotte County? Yes\ No\checkmark 

Section 2: Proposed Land Bank Purchase.

1. Address(s) of Property: 717 Garfield Ave
   \checkmark Vacant Land
   \circ Structure

2. Proposed Use of Property:
   \checkmark Yard Extension. Go to section 4.
   \circ Parking. (Must comply with UG regulations) Go to section 4.
   \circ Garage. Requires building permit. Go to section 4.
   \circ Home Addition. Requires building permit. Go to section 3.
   \circ New Home Construction. Requires building permit. Go to section 3.
   \circ Commercial Construction. Requires building permit. Go to section 3.
   \circ Rehabilitation of existing structure. Requires building permit. Go to section 3.
   \circ Other: _____________________________
Section 3: Construction Project Information.

1. Does the project comply with current zoning? Yes__ No__
   (Call Planning & Zoning at 913-573-5750)

2. Type of Ownership: Individual__ Corporation__ Nonprofit: __
   Other: ____________________________

3. **Must attach a letter of credit or pre-approval letter from your bank.**

4. **Must attach drawings for your proposed project.**

5. Proposed use of property:
   - Home Ownership.
   - Rental Home.
   - Business/Commercial Use.
   - Apartments.
   - Other, Specify: ____________________________

6. Will you seek Tax Increment Financing or other public tax exemptions? _______

7. Will you seek Neighborhood Revitalization Tax Rebates? _______

8. Starting Project Date: ____________ Completion Date: ____________

   Comments: 
   __________________________________________
   __________________________________________
   __________________________________________
   __________________________________________

Section 4: Additional Comments & Terms of Proposal.

________________________________________
________________________________________
________________________________________
________________________________________

Incomplete applications will not be considered and will be returned to the sender.
As the applicant I attest that the information in this proposal is accurate. I attest that I have read the Unified Government’s Land Bank policy and agree to the terms and conditions of it. I understand that the Unified Government reserves the rights to reject any proposal without cause.

[Signature]

Applicant’s Signature  Print Your Name  Date

5/19/2015

Return Completed Application to: Attn: Land Bank Manager, Chris Slaughter
701 N. 7th St, Suite 421, KC, KS 66101
Fax 913-573-5745 Phone 913-573-8977
Section 1: Personal Information.

1. Applicant’s Name: Erika Avila
   Spouse (if applicable):

2. Name of Corporation (if applicable) N/A

3. Street Address: 1042 Greeley Ave.

4. City, State, Zip: Kansas City, KS 66111

5. Home Phone # (318) 523-2764 Work Phone #:

6. E Mail Address: erika-avila@live.com

7. List Properties you own in Wyandotte County: 1042 Greeley Ave. Kansas City, KS 66111

8. Do you (or your spouse) have any Code Enforcement violations? Yes No X

9. Are you (or your spouse) delinquent on any licenses or taxes in Wyandotte County? Yes No X

Section 2: Proposed Land Bank Purchase.

1. Address(s) of Property 1042 Lafayette Ave.
   ☒ Vacant Land
   o Structure

2. Proposed Use of Property:
   ☒ Yard Extension. Go to section 4.
   o Parking. (Must comply with UG regulations) Go to section 4.
   o Garage. Requires building permit. Go to section 4.
   o Home Addition. Requires building permit. Go to section 3.
   o Commercial Construction. Requires building permit. Go to section 3.
   o Rehabilitation of existing structure. Requires building permit. Go to section 3.
   o Other:
Section 3: Construction Project Information.

1. Does the project comply with current zoning? Yes__ No__
   (Call Planning & Zoning at 913-573-5750)

2. Type of Ownership: Individual___ Corporation___ Nonprofit: ___
   Other: ____________________________

3. **Must** attach a letter of credit or pre-approval letter from your bank.

4. **Must** attach drawings for your proposed project.

5. Proposed use of property:
   - Home Ownership.
   - Rental Home.
   - Business/Commercial Use.
   - Apartments.
   - Other, Specify: ____________________________

6. Will you seek Tax Increment Financing or other public tax exemptions? _____

7. Will you seek Neighborhood Revitalization Tax Rebates? _____

8. Starting Project Date: _______ Completion Date: _______

   Comments: __________________________________________
   __________________________________________
   __________________________________________

Section 4: Additional Comments & Terms of Proposal.

Would like to extend my yard thank you

Incomplete applications will not be considered and will be returned to the sender.

As the applicant I attest that the information in this proposal is accurate. I attest that I
have read the Unified Government's Land Bank policy and agree to the terms and
conditions of it. I understand that the Unified Government reserves the rights to reject
any proposal without cause.

[Signature]
Applicant's Signature

[Signature]
Print Your Name

6-02-15
Date

Return Completed Application to: Attn: Land Bank Manager, Chris Slaughter
701 N. 7th St, Suite 421, KC, KS 66101
Fax 913-573-5745 Phone 913-573-8977
Section 1: Personal Information.

1. Applicant's Name: Shellaine Bradford
   Spouse (if applicable): Al Bradford

2. Name of Corporation (if applicable): N/A

3. Street Address: 2633 Oak Ave

4. City, State, Zip: Kansas City, Ks. 66104

5. Home Phone #: 816 914-9469  Work Phone #: 913 551-6962

6. E-Mail Address: sbrad1024@gmail.com

7. List Properties you own in Wyandotte County: 2633 & 2425 Oak Ave
   2430 Farrow KCK

8. Do you (or your spouse) have any Code Enforcement violations? Yes ___ No X

9. Are you (or your spouse) delinquent on any licenses or taxes in Wyandotte County? Yes ___ No X

Section 2: Proposed Land Bank Purchase.

1. Address(s) of Property 2444 Farrow KCK Parcel #124118
   • Vacant Land
   o Structure

2. Proposed Use of Property:
   • Yard Extension. Go to section 4.
   o Parking. (Must comply with UG regulations) Go to section 4.
   o Garage. Requires building permit. Go to section 4.
   o Home Addition. Requires building permit. Go to section 3.
   o Commercial Construction. Requires building permit. Go to section 3.
   o Rehabilitation of existing structure. Requires building permit. Go to section 3.
   o Other: ____________________________
Section 3: Construction Project Information.  

1. Does the project comply with current zoning? Yes ___ No ___  
   (Call Planning & Zoning at 913-573-5750)  

2. Type of Ownership: Individual ___ Corporation ___ Nonprofit: ___  
   Other: ________________________________  

3. **Must** attach a letter of credit or pre-approval letter from your bank.  

4. **Must** attach drawings for your proposed project.  

5. Proposed use of property:  
   - Home Ownership.  
   - Rental Home.  
   - Business/Commercial Use.  
   - Apartments.  
   - Other, Specify: ________________________________  

6. Will you seek Tax Increment Financing or other public tax exemptions? ______  

7. Will you seek Neighborhood Revitalization Tax Rebates? ______  

8. Starting Project Date: _____________ Completion Date: _____________  

   Comments:  
   ___________________________________________________________  
   ___________________________________________________________  
   ___________________________________________________________  

Section 4: Additional Comments & Terms of Proposal.  

Incomplete applications will not be considered and will be returned to the sender. As the applicant, I attest that the information in this proposal is accurate. I attest that I have read the Unified Government's Land Bank policy and agree to the terms and conditions of it. I understand that the Unified Government reserves the rights to reject any proposal without cause.  

**Al Bradford**  
Applicant's Signature  
Print Your Name  
June 05, 2015  
Date  

Return Completed Application to:  
Attn: Land Bank Manager, Chris Slaughter  
701 N. 7th St, Suite 421, KC, KS 66101  
Fax 913-573-5745 Phone 913-573-8977
Wyandotte County Land Bank (WCLB)

Commercial Property Interest Application

Please complete a separate application for each parcel.

To purchase a WCLB owned property AS IS, with or without a structure that is zoned commercial or will be used for commercial purposes, complete this form and return it to the WCLB.

Please review our Priorities, Policies, and Procedures before completing this application (See http://www.wyckokck.org/landbank/).

*Application will NOT be processed if not completed in its entirety.*

Contact Information

Name of Applicant: Kevin Paris - Chris Hanlin

Name of Corporation/Business: ________________________________

Mailing Address: 11326 Sector Dr

City: Kansas City State: KS Zip: 66109

Daytime Phone #: 816 590 3047 Alternate Phone #: —

Fax Number: (optional): ___________________________ Email Address (optional): liakpo93@gmail.com

Property Information

WCLB address: 8833 State Ave Parcel#: 218504

Description of property in its existing condition: Property is an office building that is in need of repair. See attached list of estimated repairs.

Purchase offer amount (if applicable): $45,000

Proposed Property Reuse/Improvements

Property will be used for: _ Residential _ Commercial X Commercial _ Industrial _ Other

Property will be occupied by: _ Owner _ Renter X Business _ Other
Please provide a narrative for the following

Redevelopment Plans

- Description of planned improvements/renovation
- Development Team description (List names of developer, contractors, lead construction lender, architects, project managers, consultants, marketing agent, etc.)
- Timeline for renovation/improvement
- List of previous projects and references

Project Financing

- Cost of renovation/improvements
- Description of how acquisition and improvement/renovation will be financed or if any incentives from the Unified Government will be perused

Note: The WCLB may place a lien on the property or enter into a development agreement with the purchaser to guarantee that the proposed renovations/improvements are completed to WCLB standards.

Please attach the following documents:

- Pre-qualification letter from lender (If applicable)
- Most recent audited financial statement
- Development budget
- Operating budget for rental transaction
- List of potential tenants and pre-lease agreements for rental transactions.

You will be given a quit claim deed with purchase. If desired, title insurance is the responsibility of the purchaser. All property is sold AS IS.

To the best of my knowledge, the information provided in this application is true and in compliance with WCLB Policies and Procedures (see http://www.wycokck.org/landbank/). I understand that the WCLB staff will review this request and confirm that it is in compliance with these Policies and Procedures, as well as existing WCLB and neighborhood plans. I also understand that this form is a statement of interest only. Receiving it does not commit the WCLB to transfer property.

Signature of Applicant: ___________________________ Date: 5-12-15

Please submit this completed application to:

Wyandotte County Land Bank
701 N 7th St, Suite 421
Kansas City, KS 66101
Phone: 913 573-8977 Fax: 913 573-5745
http://www.wycokck.org/landbank/
Please allow at least 90 days for your application to be processed.
<table>
<thead>
<tr>
<th>Owner</th>
<th>Property Address</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unified Government</td>
<td>1500 N 5th St</td>
<td></td>
</tr>
<tr>
<td>City of Kansas City, KS</td>
<td>1512 N 5th St</td>
<td></td>
</tr>
<tr>
<td>Unified Government</td>
<td>1900 N 8th St</td>
<td></td>
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<td>1901 N 8th St</td>
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<td>Unified Government</td>
<td>1043 Armstrong Ave</td>
<td></td>
</tr>
<tr>
<td>City of Kansas City, KS</td>
<td>727 Barnett Ave</td>
<td>Per the December 2014 N/CD Standing Committee presentation, property controlled by the Unified Government (UG, City of KCK &amp; Board of County Commissioners) that are delinquent; will be transferred to the Land Bank to have delinquent property taxes abated. This is the first batch to go through this process.</td>
</tr>
<tr>
<td>Unified Government</td>
<td>504 Everett Ave</td>
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<td>632 State Ave</td>
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</tr>
<tr>
<td>Unified Government</td>
<td>522 Washington Blvd</td>
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</tr>
</tbody>
</table>