I. Call to Order / Roll Call

II. Approval of standing committee minutes from November 4, 2013.

III. Committee Agenda

Item No. 1 - DISBURSEMENT: 2014 ALCOHOL AND DRUG FUNDS

Synopsis:
Recommendation of the Alcohol and Drug Fund Advisory Committee to disburse 2014 Special Alcohol and Drug funds to the following agencies, submitted by Angie Masloski, Public Safety Business Office.

- Alcohol Safety Action Project - $24,961
- Associated Youth Services - $133,967
- Friends of Yates - $90,572

Tracking #: 130403
Item No. 2 - RESOLUTION: MOUNTAIN BIKE TRAIL IN MT. MARTY PARK

Synopsis:
Resolution approving a cooperative agreement with Rosedale Development Association concerning the construction and maintenance of a mountain bike trail in Mt. Marty Park, submitted by Colin Welsh, Legal.
Tracking #: 130411

Item No. 3 - PRESENTATION: RENTAL LICENSING

Synopsis:
Presentation on the Rental Licensing Program to include recommended changes, by Greg Talkin, NRC Director.

*For discussion only.*
Tracking #: 130407

Item No. 4 - DISCUSSION: RENTAL LICENSING ORDINANCE

Synopsis:
At the request of the commission, discussion on barring prospective landlords from obtaining a rental license if there are delinquent real estate taxes owed on any property owned by the applicant, submitted by Colin Welsh, Legal.

*For discussion only.*
Tracking #: 130410

Item No. 5 - LAND BANK APPLICATIONS

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

Applications for yard expansion
2608 N. 8th St. - Luvenia Lewis
1508 S. 18th St. - Daniel Dees
711 New Jersey - New Bethel Church, Inc.

Donations to Land Bank
4115 Sortor Dr. from Rose M. Plesa
4105 Sortor Dr. from Rose M. Plesa
Tracking #: 130405
IV. Public Agenda

Item No. 1 - APPEARANCE: BEN ALEXANDER AND BICYCLE CLUBS

Synopsis:
Appearance of Ben Alexander and bicycle clubs from District 2 presenting their suggestions for improving their neighborhoods.
Tracking #: 130408

V. Outcomes

Item No. 1 - DISCUSSION: SMART GOALS

Synopsis:
Discussion on how to grow neighborhoods to their maximum potential; create SMART goals.
Tracking #: 120136

VI. Adjourn
The meeting of the Neighborhood and Community Development Standing Committee was held on Monday, November 4, 2013, at 5:00 p.m., in the 6th Floor Human Resources Training Room of the Municipal Office Building. The following members were present: Commissioner McKiernan, Chairperson; Commissioners Walters, Murguia (arrived at 5:08), and Townsend.

Chairman McKiernan said for everybody who is in the room, we are going to make a switcheroo. Commissioner Murguia is on the road coming from Manhattan back to Kansas City. She estimates she will be here very soon, but without her, we can’t convene the meeting for making decisions because we don’t have a quorum. I thought what we’d do is we’ll flip our agenda. We had the second item on our agenda was to do our outcomes discussion; discussion on how to grow neighborhoods to their maximum potential. What I’d like to do is invite everybody who is here for that discussion, just come on up. Let’s have that now. We’re targeting roughly 5:30 p.m. to wrap that up as our first round and to be able then to convene our regular meeting at 5:30 p.m. and still be on time for the rest of the night.

I. Chairman McKiernan called the meeting to order. Roll call was taken and members were present as shown above.

II. Approval of standing committee minutes for September 30, 2013. On motion of Commissioner Murguia, seconded by Commissioner Townsend, the minutes were approved. Motion carried unanimously.

IV. Outcomes
Item No. 1 – 120136… Discussion on how to grow neighborhoods to their maximum potential.

Chairman McKiernan said I see that there are some people sitting here who I didn’t remember because I’m old. I didn’t remember. Doug had mentioned a couple of dozen people who really should be part of this discussion. I had sent out a little bit of what—kind of like some of my guiding thoughts were for this discussion to everybody. I will follow-up and make sure that everybody who wasn’t on my original list gets a copy of that.
In a nutshell, here’s what I was thinking we could do. We’ve got this one goal; one of our commission goals that has a section that says grow neighborhoods to their maximum potential. My question is what it looks like when we get there. How can we tell people with confidence, we got there, we can measure that and we can tell you with confidence we grew those neighborhoods to the maximum potential.

In this little paper that I sent out, I kind of equate this whole process with my physical therapy background. If a person has a stroke and they come to PT, their desired outcome is to shop for groceries. Our desired outcome is grow neighborhoods to their maximum potential. Within the context of shop for groceries, we set a long-term goal and the long-term goal is walk 1,000 feet. Why do we set it? Because studies have shown that people who can walk 1,000 feet, can shop for groceries. The parallel for us would be, what long-term five-year goals could we set that are SMART (specific, measurable, achievable, relevant, and time bound). What SMART goals could we set that we could achieve in five years that would lead us to our desired outcome of grow neighborhoods to their maximum potential. We may not be able to measure the outcome, but we can measure that long-term goal.

Once we’ve established that in PT, we say, where are we now so we might do a whole bunch of testing. We might do a muscle test and we might find that the patient’s strength today only grades three on a scale of zero to five. For us, whatever goal areas we set, we say we can achieve something in five years in this area. Where are we now? Once we get in PT, once we get the where are we now, we set a short-term goal. We’re going to increase strength from three to five because that strength increase contributes to walking and leads to the desired outcome of shopping. We’ll backup once we find out where are we now and we’ll set some short-term goals, one-year goals that will help get us there.

When we come to these meetings, we can have discussions that are along the lines of hey, how are we doing on that 3%. Well we’re at 1.5%. Excellent, we’re right where we want to be. I pulled these numbers completely out of the air, but I gave a hypothetical example of a long-term goal would be by December 31, 2018, the number of tax sale eligible properties in Wyandotte County will be equal to or less than 0.5% of all properties. The number will change, but that’s an example of how we might write a SMART goal.

Then we ask, where are we now so the hypothetical example is, the number of tax sale eligible properties is currently 4.0% of all properties in the county. We need to assess that, find out where we are, and now that’s our starting point. In terms of a short-term goal, my hypothetical example is, by December 31, 2014, the number of tax sale eligible properties in Wyandotte County will be equal to or

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less than 2.5% of all properties. From 4% now, we’re going to get it to 2.5% in a year and then down to .5 four years after that. Finally, the strategy piece.

If we have a goal of 2.5%, what strategies are we going to use to get there? How can we get properties out of the tax sale eligible status? How can we prevent them from coming into the tax sale eligible status? As I see it here, I wrote that the desired outcome is mainly commission driven with multiple sources of input. The long-term goals, where do we want to end up, Commission and staff are going to calibrate on those, again, with multiple sources of input. Why was the goal chosen? What metric drove it? We’re going to have to look outside ourselves and see if we can find some benchmarks that we aspire to.

Current status, where are we now? That’s mainly going to be—we’re going to be giving a lot of requests to staff. Can you help us find out where are we now in these target areas?

(Commissioner Murguia arrived.)

Chairman McKiernan said to Commissioner Murguia, just to fill you in, we decided to flip the goal setting discussion because we couldn’t take a vote until you got here. I’m just framing the goal setting discussion.

Chairman McKiernan said, so where are we now? That’s going to be primarily staff driven and reporting back. Short-term goals, how can we achieve early success? I see this as we collaborate on the short-term goals. We figure out what’s SMART but what’s achievable and gets us started down the path.

Strategies; what do we do to get there? I think that’s primarily going to be staff driven because you all have the frontline experience and perspective of what we need to do and how we operate. If you ever run into a roadblock, if you ever have a problem, then it comes back and we have this same discussion again and we figure out how to get around that roadblock and how to solve that problem.

I just want to make sure that everybody kind of sees kind of where we’re going. What I would see tonight is that we would set or discuss and begin to set broad areas in which we can establish short and long-term goals. We’ll identify or start to identify what benchmarks and metrics we need to get before we set our goals and we’ll begin to identify what current status information we need.

So we start the discussion tonight. I see this as a continuing discussion at every single one of our meetings. We will just continue the discussion. So tonight, within grow neighborhoods to their
maximum potential, what broad areas or what ideas do we have in areas where we can write and achieve goals? What metrics will we need to truly quantify those goals, and what current status information can we gather now to give us a baseline for achievement?

**Commissioner Murguia** asked are you asking. **Chairman McKiernan** said I am now asking. I certainly have my own thoughts on this, but at this point, I would ask is there someone here—I know we’re recording it and it will be in the minutes and everything, but if there is someone here who could just keep bullet points of our discussion to be shared among the people at this table right after the meeting, then that could help us move forward. Are you volunteering or just volunteering? **Commissioner Murguia** said I’m volunteering and I have a comment. I was prepared. You sent me the email and told me to do my homework.

Just my thoughts. I’m not sure if we’re doing the community survey, but I think we are. **Chairman McKiernan** said we are. **Commissioner Murguia** said okay, so I think we let the community survey drive our objectives and our specific goals so that we know we’re working on what our constituents want us to work on. As far as the strategy for helping us reach that goal, I say that’s a combination of two things. I say first we engage our university with their research. I just left two days of this and they have tons of community-based research out there on how to meet some of these objectives. We couple that with our staff and their own input from this county and what they feel will work within this county based on their work experience here. I think that’s going to give us the exact direction we need to meet those goals.

**Chairman McKiernan** said I love it on all parts. For those of you who don’t know, we need to really work on our communication internally. I’m sure there are at least a couple of people sitting here at the table who weren’t at our strategic planning meeting where we proposed and adopted really a modified timeline for creating the annual budget which starts the process much earlier so we can have more input and we can really have strategic planning discussions before we even create our first draft of the annual budget. We can have discussions like this to drive the budget rather than having a strategic planning meeting after the first draft has already been created.

As a part of that, we proposed and the Mayor has agreed and he has asked the Administrator to move this process forward, to do a resident survey metro wide, getting a statistically significant sample of respondents in each district as well as the county as a whole so that we can truly gauge the feedback from our constituents, from our public in terms of what they perceive as top priorities; their level of satisfaction with city services and other things. As Commissioner Murguia said, it’s going to be a

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wonderful tool. I think that we’re going to be able to identify some of the hot button issues that are going to come up on the survey so we can certainly get started now. The survey itself may end up providing us with one of the metrics that we use to gauge did we accomplish this. For example, in terms of housing, we might say ten less houses or we might say an increase of 20% of respondents who agree or strongly agree with a satisfaction prompt. That RFP, I believe, is going out this week. **Doug Bach, Deputy County Administrator**, said yes. The RFP is out. **Chairman McKiernan** said okay, the RFP is out. We’ve compressed this. Our original timeline was to have this as a fourth quarter survey with results ready first quarter of the year. We’re not going to really have them until the first of March so we’re later this year than we wanted but we’re going to have them.

This will be done by a third party. The third party will then assure us of statistically significant samples in each district as well as the county as a whole. We will collaborate—they will come to the table with a lot of their typical city survey questions, but we’ll have an opportunity to hone that if we want to ask some specific questions that are Wyandotte County specific.

**Commissioner Murguia** said I think, Brian, the other thing, unless you guys have changed your mind on this, is that remember how we talked about all of our districts have different needs. Like now, finally District 3 doesn’t need a grocery store anymore so I wouldn’t ask the question, what is your top commercial development need and list a grocery store. In your district, Gayle, you would ask that question. I think there will be some differentiations and mild differentiations based on district. For example, in my first survey I did in ’08, I asked questions specifically about the steel site. I also asked the question about where development was a priority. On the list was Strong Avenue, Indian Springs, Minnesota Avenue so that I knew where my area’s priority was. You’d be surprised. Maybe some of you would be surprised to know that we got a large number of respondents, though not the number one, it was very close between Indian Springs and Strong Avenue. It will be able to provide each of us direction for our specific area also.

**Chairman McKiernan** said this might also—in addition to sharpening our focus, it might also lead us to drive differential strategies. That is, a strategy may be coded slightly different in District 3 than in District 2 based on the results that we get back from this. Our vision is that we repeat this then. Minneapolis does theirs every four years. We repeat this so we have longitudinal data over time and we can see are we gaining traction on the long haul.

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Commissioner Townsend said that’s a good segway and comment into how we will be able to make more specific to our districts the questions asked on how that will be accomplished. Chairman McKiernan said whatever company responds to our request for proposals, whatever company is chosen then will bring to the table their suggestions for questions. Although it’s going to happen quickly, we will have an opportunity to sharpen those and add some either Wyandotte County specific or district specific questions. It’s going to happen within the next three, I think, or two weeks. Mr. Bach said proposals are due on the 15th.

Commissioner Murguia said these aren’t questions though, Gayle, just for clarity, these aren’t questions that you have to come up with. What I learned that I didn’t know when I did my survey is that the way you ask a question is critical to what you’re looking for in the way of an outcome. There’s a lot more science to it than people think. You may tell the survey company what you’re interested in knowing like about the grocery store, but they’ll craft the question for you in a way that you’ll get to chose from that. It’s not going to require you to do any legwork and develop your own survey questions. Commissioner Townsend said it might be helpful, as I would be more in touch with the constituents in that district than they would, to tell them these are things we’re interested in. I’m going to offer these questions. You can fine-tune them as you like. Commissioner Murguia said that’s what it is.

Commissioner Townsend said the other question I have is how will constituents in any district be selected. Chairman McKiernan said the company that’s ultimately going to get chosen for this is a company that has done this more than once in more than one city. There are a couple of big players nationally who have years and years of experience with cities of all sizes. What we will leave up to them is they will make sure that a representative sample is taken out of every district as well as out of the county as a whole. Commissioner Townsend asked will that be done through mail, through computer because I remember when we were sitting here going through the budget and the results in terms of the feedback from a survey or something similar to that was done by compute. Well, that can be greatly skewed based on accurate—Chairman McKiernan said the way that most companies would do this is a mail first. So it’s mailed first. Phone call follow-ups if they don’t get enough mail back, and door-to-door if there’s not enough mail and phone calls. That’s a very typical trajectory of what these companies will do to make sure that they get enough respondents for a statistically significant sample in each district.

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Commissioner Murguia said it won’t just be—just like voting. When you look at where most of the votes in our county come from, they come from out west. They dwarf the urban core. I think I get a total in my district 700 votes. There are like 3,500 in one district out west. What won’t happen because of the way we do this is that, for example, Piper won’t be deciding for the entire county what is important. Each district, the way the survey will be conducted, each district will be able to—they’ll take a representative sample within that district to determine what’s important to the people that live there. Commissioner Townsend said we’re talking about a representative sample. Representative of the total amount of citizenry? Chairman McKiernan said correct. Commissioner Townsend said okay, then it should be balanced, but my concern was the methodology. Chairman McKiernan said the companies that do this, the companies that get paid to do this have developed a methodology that insures broad representation and does not skew, for example, toward technologically connected.

Chairman McKiernan said with that as an opening, I see these just kind of as freewheeling discussions. If anybody has just any thoughts, and by the way, Greg, I want to make sure you know that code enforcement has its own special line in this desired outcome but we’ll come back to it at a later date. I know you can bring other things to the table, but you’re going to be special. You’ll be asked back special. Mr. Bach said he’s here on demolition. Chairman McKiernan said that’s right, yes.

Chairman McKiernan said I’ll start. I think properties eligible for demolition is one area in which we should set a goal. What I wrote down here was, given that structures slated for demolition do not generate tax revenue and can create blight and given that I believe we have too many structures slated for demolition in our city, what reasonable goal could we set in that area?

Mr. Talkin said I would make the first comment similar to your goals for taxation and delinquent tax. Establish a level that we would like to carry on a monthly average on that list meaning that several things have to happen by that deadline. Strategies to get them off the demo list and rehabbed, torn down. I think those are probably the two options.

Chairman McKiernan said it looks like we’ve got at least some initial agreement that demolition is going to be an area that we’re going to investigate and potentially write some goals. I would have a question then. What’s a reasonable metric? For a city of our size, and these are not questions I expect an answer for at the table. I think these are question we have to investigate. What do...
other cities shoot for in terms of houses eligible for demolition as a percent of total housing stock or do they? I don’t know. **Mr. Bach** said I guess I would challenge you maybe on the other side of that. If you’re looking at it from your goal, its how many houses do you want to get demolished and torn down? **Chairman McKiernan** said yes. **Mr. Bach** said then we can come back to we may have to settle on what’s reasonable. If we go for our goal as to hey, we’d like to start demoing 50 houses a month or something like that, then you could look at it and say maybe we’re going to have a whole new demolition staff and obviously funding that would be ridiculous. If your goal is to get all these houses down and how many is it going to be over a certain time period—so if you know you’re going to go all in on this or at least to a degree, are you going to accomplish something after five years? You say that was a noticeable impact on what you did. **Chairman McKiernan** said agreed. **Mr. Bach** said I guess that kind of goes to that baseline of how many houses do we have out there today that are slated for demolition or could be demolished.

**Chairman McKiernan** said we actually agree. What I would say is it’s an area that I’d like to see us investigate in terms of what do we set as our goal. I don’t know. I don’t know what’s typical for a city our size to have. Can we find that out? Can we find out how many we have right now and put a number on that. Now we know the gap.

**Commissioner Murguia** said I looked at it just a little bit differently but the same end goal. I value the demolition just as much as you do, Brian. I think that’s very important. How I did it is that when they did the survey, the people decide the way they ask the questions, they decide what they value the most. So our constituents would come back and say roads are most important. I’ll just use my survey, it’s easier. Next was curb and sidewalk. Next was code enforcement. When we look at our overall budget, I would like to see us revamp completely in the way that the priority—how much money we spend on each item depends on where the community prioritizes it. If the community as a whole wants to spend money on roads, then we put the bulk of our budget in roads. This is where it’s beautiful where it depends on the district. I would make the assumption because I’ve made this analogy before, my district is like the size of my bag and Kane’s geographic district is about the size of my notebook. My assumption based on that, and I could be wrong, is that in Kane’s district they’re going to value roads because it’s a bigger geographic area. In mine, you’re going to see a bigger value on curb and sidewalk. Again, we can adjust the budget also. I think there’s potential to do that by district based on what the constituents in that area value the most. I think staff can do that. This is I think the beautiful part for staff is that it will be such specific direction, they won’t have to be coming back and forth. If we try to argue with them, like we do occasionally, they can say to us, well you told...
us to do what the survey said and that’s what we’re doing and now you’re saying you don’t want that done.

**Chairman McKiernan** said I agree with that but today, we’re just talking about the housing piece of that. We’re not talking about the infrastructure piece. We’re gathering data in a sliver. I agree with you ultimately. The survey might say that this sliver may not get the same resources as another sliver of our conversation, but at least we’re going to define each area and so we’re kind of defining the housing.

**Chris Slaughter, Land Bank Manager,** said I think we need to just get a snapshot of where we are today and whether that’s Land Bank, Delinquent Real Estate, Codes, Crime, whatever I think until we can really just whether it’s on a map or it’s on a data table whatever, until we can see where we are at then we can sit there and decide how we’re going to adjust different levels or strategies. We may decide hey, we’re doing pretty good in one area. Maybe we won’t. I don’t know. I think once we establish where we are today, then I think the conversation then moves how do we make it better or improve.

**Chairman McKiernan** said well I would propose—I have three that came to mind right off the bat. Vacant lots. I hear we have too many of them. **Commissioner Murguia** said just a few. **Commissioner Walters** said well that’s what I’m thinking about when you say we should have a goal of demolishing housing and turning them into vacant lots. It seems like our goal should be—**Chairman McKiernan** said that’s not the end game. It’s only one of many goals. **Commissioner Walters** said well, I don’t think we should have a goal that takes a step without having an overall vision of where we’re trying to go. I would say a neighborhood that’s optimized would not have a whole lot of vacant lots. Right? **Chairman McKiernan** said so maybe another goal area that we look at is housing starts. I don’t know what the right wording for that is, but we have a goal in housing starts. Well, how many new housing starts do we have now every year over the last five years? What’s the average? What do we think is a reasonable metric to grow that? Could we increase the number of starts by 50% next year, whatever it might be. Or in five years, we think we can get the average number of starts up or the total number of new houses is up. We’ve added 22,000 houses to our stock. To me that goes hand and glove with get rid of the ones that are vacant and abandoned, that’s one goal. A parallel goal is, build to fill in but we’ve got a metric for each of those and we know where we are right now.

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I would suggest that another of the pieces of information we need right now is, what’s our rate of new home construction in the county over the last few years. At what rate are we replacing abandoned houses or demolished houses? I would look at vacant lots and I’d ask how many do we have in the city and in the county. What’s a reasonable goal for getting lots out of the Land Bank and back into the hands of someone who’s going to pay taxes on them? I’d ask what about tax sale eligible properties. How many do we have right now county-wide and by district? What’s a reasonable goal for five years in terms of reducing that number? Where’s the benchmark? Where’s the metric? How do we find that?

**Brett Deichler, Director of Real Estate Revenue Collections**, said I can talk a little bit on that obviously. In regards to that and talking about blighted properties too, they kind of go hand in hand to a certain extent. When you start to do a measurement per se, you really have to be careful about looking and setting things equal when they’re not really equal. You have to look at those variables that skew one over another. We deal with that all the time in Delinquent Real Estate where we might have two properties on the board looking at abstract one versus the other. They might look really similar and there are some variables there that we might say this one here has about $15,000 worth of issues inside that we know of that we have to deal with so they’re going to have to come in and reinvest, speculators, etc. There’s just different things that change that.

In respect to like blighted property in looking at demos, when you’re looking at something, you’ll just say that’s a house over here. What does that house do to the region that it sits in, just that area, that district per se, and look at how it actually drives values down by being in that area if it does do that. What’s the percentage of value it’s driving down because that bottom level value and the ad valorem is going to change the tax base for that area as a whole. You start to look if it’s a $50,000 house but it has this type of effect on it and it really has this amount of property value because of some of the issues that are underlying, you start to weigh that differently than you would the ones in a different district. Then you decide what’s the end game. Do you tear this one down? Do you tear that one down?

The same thing in Delinquent Real Estate. When you start dealing with delinquent real estate, you look at different properties a different way. We can’t go and say let’s take from 4% and go to 2.5% down to 0.5% because all properties are not valued equally. You have to measure what the impact is on a drop in 1.5% of total value by area and what that value is going to represent on the tax roll itself. So you’re talking about capitalization on the back side.
Chairman McKiernan said that’s why you’re here, to hear me throw out something that’s wild and crazy and you know it’s not going to work and now you’re going to be able to provide us with okay here’s a metric that we really can use to take some of these variables into account. We can actually measure them and it’s real. It’s real for the community and really that’s what I’m hoping we can get out of all the staff who join us in these discussions is you give us the reality. I’ll give you pie in the sky all day. Give us reality. So you can help us now create metrics, and you can help us define where are we right now, and you can help us define what’s a reasonable five-year and a reasonable one-year in the area of tax delinquency.

Mr. Deichler said exactly. Another thing I really weigh heavy on is how the integrated services like with what Greg is doing and what we’re doing in Land Bank and the things that I do. You got to lay these things on top of each other and you have to have a master plan that makes sense across all jurisdictions because at the end of the day, it’s about your community at large, about how you can effectuate change in certain areas by doing certain things. You may have to lean some funds a certain way to make something happen further in that district more so than the other. It just depends. When you start seeing these comments coming back in from out in the community, you’re going to have a high level of 30,000 of this is what’s important. It’s our responsibility, as administrators, to associate that with how we actually deliver service and the cost associated with that service and to layer those things around and see how they lay on top of each other in a master plan setting. It’s not just me sitting in a microcosm over here saying I’m going to do this and that’s great because that’s what I was told to do. I need to know how it affects everybody at this table and more importantly, everybody outside of here. We come to work for the outside. We try to work inside to figure out those things that are important out here. When we start layering things down that are working together that are almost intangible per se but they are integrated and definitely related somewhere, you’ve got to be very cognizant of how far down you drill into that, how much time and money you want to spend in that, and to create a master plan that makes that thing a reality so at the end of the day, we can keep moving that benchmark further down the road because it’s never going to stop.

Chairman McKiernan said exactly. Again, that’s why all the staff is here. That’s at the level of strategies. How do we get there? You have the ground level knowledge that’s going to prevent us from blindly walking into a hole or setting a goal that we know we can’t achieve, you know biting off more
that we can chew. I see that as a beautiful piece of this process. You’ll keep us grounded in reality. I’ll keep giving you pie in the sky.

**Commissioner Walters** said one thing that’s gone through my mind is this notion that we’ve been talking about transforming a dilapidated house into a vacant lot and then rebuilding another house. It may not be the thing to do. Those houses may be failed for a reason. The market evidently is not supporting those single-family homes like they did at one time, even if they were in good physical condition. I don’t think we should automatically just assume that we should be thinking about transitioning old houses that are falling apart into new houses that are the same except new. We might want to think about all kinds of different alternative housing and not think about individual lots, but think about blocks that allow us to really create a different neighborhood than what was there before, one that might be more appropriate to the current circumstances.

**Mr. Talkin** said I would like to add to that a little bit. One of those areas that some other cities are looking at and I believe are doing is for instance, you have a street that has one house left on it. You may want to consider relocating that person to a neighborhood that is viable and going ahead and raising that house and turning that to green space for now. Then you’re not paying to plow the road for one person. You’re not cleaning up the sewer for one person for water service. I think Detroit is one of the cities that’s doing that and I’m thinking Michigan might be too. **Chairman McKiernan** said I think there’s a city in Ohio, I believe, has done the very same thing. I think they’ve actually gone so far as to fence off certain blocks. Chris was telling me about that. **Chris Cooley, GIS Director**, said Youngstown. **Chairman McKiernan** said Youngstown. That’s it.

**Commissioner Murguia** said I think the most important thing is that we know what our market it. At the end of the day, I don’t care whether it’s housing or its commercial development or what it is. What I’ve seen over the past six years is the government, we have a lot of good ideas but it isn’t with a lot of data. It’s just—the community says they want a house here. We build it and then it doesn’t sell because they don’t want the house, they just want to live next to a nice house because they don’t want to live next to a vacant lot and a bad neighbor.

**Commissioner Murguia** said first of all, when people take the survey, they need to take it in a way that they’re answering for themselves. So many people like to take it like they’re answering for their community. We got a lot of people speaking for the community. We need you to speak for yourself.
We need to determine what the market is. I’ll just give you a great example. When I was looking for a grocery store for my district, I tried to talk to a lot of different stores. Initially, I was frustrated that I couldn’t get a bigger, fancier grocery store. I thought that my people were entitled to that, but when you look at it in detail from a business perspective, you need to be able to prove the service that’s going to meet the needs of the people that live there. If I’m a single mom and I live on SNAP, me shopping at a boutique Hen House grocery store and paying double for a fancy container of soap is not realistic. I’m just giving you a gross example but the same is with housing. I can tell you what I’ve learned in my district is that, and I’ll just say it out loud because it’s true is that Mexicans, not Puerto Ricans, not Cubans but Mexicans don’t like to share walls so townhomes, duplexes, apartments are not a good product for my district. That’s why I built single-family housing; however I can’t speak for any other ethnic or racial group in the community or another area of the city. You might find that product very marketable in Gayle’s district or in Jim’s district. I don’t know. I’m just telling you I know exactly—we have to determine when I build a single-family house, who is the customer. I can tell you specifically between the ages of 25 and 35 is my buyer. It’s a mom and a dad and they have at least two kids and both parents work full time. I can tell you that for a fact. I think the more we know about our market in Wyandotte County and the more we meet the needs of that market, the more successful and sustainable the development will be long-term.

Chairman McKiernan said I do hate to cut this discussion short because it feels like it just got started, but we did only allocate 30 minutes tonight for this discussion. To me, this is the start of something that now continues every month at the Neighborhood and Community Development Standing Committee meeting, is that we will continue this discussion. We’re starting it before we have our citizen’s survey but we can begin to gather data and brainstorm in these areas. So, homework for everybody, think about what broad areas can we write SMART goals that would help us achieve the outcome of neighborhoods. Where are we now in those areas? What data can we look at besides our survey, which is coming, which would give us some idea about where we should target a goal? If we can all bring that back at next month’s meeting, we will really begin to start putting some specifics together that I think would be fantastic.

Commissioner Townsend asked what is the timeframe for dispensing the actual survey. To me, that would certainly help me to be able to hone in more on what, to me, are the details that you’re talking about. We haven’t seen the broad request and interest of the community. Chairman McKiernan said
right. We’re getting some groundwork done here. The survey results, if we stick with the timeline that’s in the RFP, the survey results will be back to us by March, 8, I believe it is. They’ll be back to us by our strategic planning session that we had set up for March 8th. We had originally timelined that mid-February so they were in advance of strategic planning. It’s not possible with our late start, but we are looking at March 8th to have the results back. Commissioner Townsend asked when will they be going out. Mr. Bach said December 2nd. Chairman McKiernan said there you go. Commissioner Townsend asked December 2nd. Chairman McKiernan said the beginning of the month of December in the ideal world. Mr. Bach said yes, early the month. I think they’ll have to go through and where we’re getting on the structuring of the questions and stuff like that after we get the proposal back; sometime in December. Commissioner Townsend said well that’s good.

I was asking that question too so maybe we could go to the neighborhoods and I could let people know, go through your Christmas card, Hanukah cards, whatever you got very carefully. We know how rough that is? Chairman McKiernan said it’s an excellent point. It’s a good point. I will follow up with the prelude information for those of you who I know did not get it from me. Thank you for being here. Let’s plan on continuing the discussion at our December meeting.

III. Committee Agenda:

Item No. 1 –130373… COMMUNICATION: LAND BANK APPLICATIONS

Synopsis: Communication requesting consideration of the following applications, submitted by Chris Slaughter, Land Bank Manager. The Land Bank Advisory Board has recommended approval of the applications.

Chris Slaughter, Land Bank Manager, said we have on the agenda eight applications for side-lots. Commissioner Townsend said with applications again made by groups, how do we differentiate that. On that 911 Splitlog Ave., Rev. Donaldson is who I think is, he’s called a bishop. I can’t differentiate between the church application and the private and that’s for anybody. Mr. Slaughter said the reason it’s under Bishop Donaldson’s name is he is the property owner at 917. Long story short, part of his construction ended up being on this Land Bank lot. To just make things easier for him, we reached out to see if he was interested in purchasing the lot instead of taking half of his driveway. Commissioner Townsend said this will be a personal—Mr. Slaughter said yes, to my knowledge has nothing to do with the church because the property at 917 is not in the church’s name. Commissioner Townsend said I am asking that because I have seen somewhere some representative of the organization or a
church when it was for the church or organization. **Mr. Slaughter** said generally if it is for the church, they will be the applicant.

Side-Lot Applications for yard expansion:
1629 Washington Ave. – Joseph Nasseri
3327 N. 80th St. – Harold Rector
911 Splitlog Ave. – Marvin Donaldson
1956 N. 26th St. – Glenn Bennett
2251 Elizabeth Ave. – Kevin Franz
943 Walker Ave. – Edelma Edwards
1935 Parallel Ave. – Hipolito Quintana
2907 S. 47th St. – SSC, LLC

**Action:** Commissioner Murguia made a motion, seconded by Commissioner Walters, to approve the side-lot applications. Roll call was taken and there were four “Ayes,” Walters, Murguia, Townsend, McKiernan.

**Mr. Slaughter** said we have four properties that we would like to transfer to the Land Bank.

Transfers to Land Bank
1316 Shawnee Ave. from City of Kansas City, KS
(The owner of 1314 Shawnee Ave. would like to purchase property for yard expansion.)

1037 Freeman Ave. from Unified Government
3306 Freeman Ave. from Unified Government
1431 S. 34th St. from Unified Government
(Requests from the Community Development Dept. to take NSP 1 demolished lots and for Land Bank to hold for future development.)

**Action:** Commissioner Murguia made a motion, seconded by Commissioner Walters, to approve the transfers. Roll call was taken and there were four “Ayes,” Walters, Murguia, Townsend, McKiernan.

V. Adjourn

**Chairman McKiernan** adjourned the meeting at 5:44 p.m.

dt/tp

November 4, 2013
**Staff Request for Commission Action**

**Type:** Standard

**Committee:** Neighborhood and Community Development Committee

**Date of Standing Committee Action:** 12/2/2013

(If none, please explain):

**Proposed for the following Full Commission Meeting Date:** 12/19/2013

**Confined Date:** 12/19/2013

**Changes Recommended By Standing Committee (New Action Form required with signatures)**

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<th>Date</th>
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<tr>
<td>11/22/2013</td>
<td>Angie Masloski</td>
<td>5853</td>
<td><a href="mailto:amasloski@wycokck.org">amasloski@wycokck.org</a></td>
<td></td>
<td>PSBO</td>
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**Item Description:**

The Unified Government receives funds every year from taxes on mixed drinks sold in the county. By statute the funds are distributed in thirds to the general fund, parks and recreation, and drug & alcohol prevention & intervention services. The statutorily required advisory board met and reviewed the 3 applications received. The advisory board recommends the following:

- Alcohol Safety Action project requested $51,100: recommendation $24,961
- Associated Youth Services requested $133,967: recommendation $133,967
- Friends of Yates requested $90,572 recommendation $90,572

**Action Requested:**

- Approve 2014 agency grants:
  - Alcohol Safety Action Project: $24,961
  - Associated Youth Services: $133,967
  - Friends of Yates: $90,572

**Publication Required**

**Budget Impact:** (if applicable)

- **Amount:** $0
- **Source:**
  - Included In Budget  Consistent with budget.
  - Other (explain)

---

*File Attachment*
# Funding History

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<tr>
<td>Alcohol Safety Action Project (ASAP)</td>
<td>39,900</td>
<td>54,370</td>
<td>51,100</td>
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<td>Associated Youth Services (AYS)</td>
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<td>106,875</td>
<td>108,544</td>
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<td>249,401</td>
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79-41a04
Chapter 79.--TAXATION
Article 41a.--LIQUOR DRINK TAX

79-41a04. Local alcoholic liquor fund; distribution of moneys. (a) There is hereby created, in the state treasury, the local alcoholic liquor fund. Moneys credited to such fund pursuant to this act or any other law shall be expended only for the purpose and in the manner provided by this act.
(b) All moneys credited to the local alcoholic liquor fund shall be allocated to the several cities and counties of the state as follows:
(1) Each city that has a population of more than 6,000 shall receive 70% of the amount which is collected pursuant to this act from clubs or drinking establishments located in such city, from caterers whose principal places of business are so located or from temporary permit holders whose permitted events are so located and which is paid into the state treasury during the period for which the allocation is made.
(2) Each city that has a population of 6,000 or less shall receive 46 2/3% of the amount which is collected pursuant to this act from clubs or drinking establishments located in such city, from caterers whose principal places of business are so located or from temporary permit holders whose permitted events are so located and which is paid into the state treasury during the period for which the allocation is made.
(3) Each county shall receive: (A) 70% of the amount which is collected pursuant to this act from clubs or drinking establishments located in such county and outside the corporate limits of any city, from caterers whose principal places of business are so located or from temporary permit holders whose permitted events are so located and which is paid into the state treasury during the period for which the allocation is made; and (B) 23 1/3% of the amount which is collected pursuant to this act from clubs or drinking establishments located in the county and within a city that has a population of 6,000 or less, from caterers whose principal places of business are so located or from temporary permit holders whose permitted events are so located and which is paid into the state treasury during the period for which the allocation is made.
(c) The state treasurer shall make distributions from the local alcoholic liquor fund in accordance with the allocation formula prescribed by subsection (b) on March 15, June 15, September 15 and December 15 of each year. The director of accounts and reports shall create warrants on the state treasurer in favor of the several county treasurers and city treasurers on the dates and in the amounts determined under this section. Such distributions shall be paid directly to the several county treasurers and city treasurers.
(d) Except as otherwise provided by this subsection, each city treasurer of a city that has a population of more than 6,000, upon receipt of any moneys distributed under this section, shall deposit the full amount in the city treasury and shall credit 1/3 of the deposit to the general fund of the city, 1/3 to a special parks and recreation fund in the city treasury and 1/3 to a special alcohol and drug programs fund in the city treasury. Each city treasurer of a city that has a population of 6,000 or less, upon receipt of any moneys distributed under this section, shall deposit the full amount in the city treasury and shall credit 1/2 of the deposit to the general fund of the city and 1/2 to a special parks and recreation fund in the city treasury. Moneys in such special funds shall be under the direction and control of the governing body of the city. Moneys in the special parks and recreation fund may be expended only for the purchase, establishment, maintenance or expansion of park and recreational services, programs and facilities. One-half of the moneys distributed under this section to cities located in Butler county shall be deposited in a special community support program and parks and recreation fund in the city treasury. Moneys in the special community support program and parks and recreation fund may be expended only for (1) the establishment and operation of a domestic violence program operated by a not-for-profit organization or (2) the purchase, establishment, maintenance or expansion of park and recreational services, programs and facilities. Moneys in the special alcohol and drug programs fund shall be expended only for the purchase, establishment, maintenance or expansion of services or programs whose principal purpose is alcoholism and drug abuse prevention and education, alcohol and drug detoxification, intervention in alcohol and drug abuse or treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers.
(e) Except as otherwise provided by this subsection, each county treasurer, upon receipt of any moneys distributed under this section, shall deposit the full amount in the county treasury and shall credit to a special alcohol and drug programs fund in the county treasury 23 1/3% of the amount which is collected pursuant to this act from clubs or drinking establishments located in the county and within a city that has a population of 6,000 or less, from caterers whose principal place of business is so located or from
temporary permit holders whose permitted events are so located and which is paid into the
state treasury during the period for which the allocation is made; of the remainder, the
treasurer shall credit 1/3 to the general fund of the county, 1/3 to a special parks and
recreation fund in the county treasury and 1/3 to the special alcohol and drug programs
fund. Moneys in such special funds shall be under the direction and control of the board of
county commissioners. Moneys in the special parks and recreation fund may be expended
only for the purchase, establishment, maintenance or expansion of park and recreational
services, programs and facilities. One-third of the moneys distributed under this section to
Boyer county shall be deposited in a special community support program and parks and
recreation fund in the county treasury. Moneys in the special community support program
and parks and recreation fund may be expended only for (1) the establishment and
operation of a domestic violence program operated by a non-for-profit organization or (2)
the purchase, establishment, maintenance or expansion of park and recreational services,
programs and facilities. Moneys in the special alcohol and drug programs fund shall be
expended only for the purchase, establishment, maintenance or expansion of services or
programs whose principal purpose is alcoholism and drug abuse prevention and
education, alcohol and drug detoxification, intervention in alcohol and drug abuse or
the treatment of persons who are alcoholics or drug abusers or are in danger of becoming
alcoholics or drug abusers. In any county in which there has been organized an alcohol
and drug advisory committee, the board of county commissioners shall request and obtain,
prior to making any expenditures from the special alcohol and drug programs fund, the
recommendations of the advisory committee concerning such expenditures. The board of
county commissioners shall adopt the recommendations of the advisory committee
concerning such expenditures unless the board, by unanimous vote of all commissioners,
adopts a different plan for such expenditures.

(f) Each year, the county treasurer shall estimate the amount of money the county
and each city in the county will receive from the local alcoholic liquor fund and from
distributions pursuant to K.S.A. 79-41a05 and amendments thereto. The state treasurer
shall advise each county treasurer, prior to June 1 of each year of the amount in the local
alcoholic liquor fund that the state treasurer estimates, using the most recent available
information, will be allocated to such county in the following year. The county treasurer
shall, before June 15 of each year, notify the treasurer of each city of the estimated
amount in dollars of the distribution to be made from the local alcoholic liquor fund and
pursuant to K.S.A. 79-41a05 and amendments thereto.

History: L. 1979, ch. 152, § 14; L. 1982, ch. 424, § 5; L. 1985, ch. 171, § 14; L. 1986,
ch. 185, § 3; L. 1987, ch. 182, § 120; L. 1990, ch. 179, § 12; L. 1991, ch. 281, § 3; May 16.
Advisory Board recommendations

AYS: $133,967 ($25,423 more than 2013 funding of $108,544)

Points awarded by advisory board: 765 out of 800 possible

7 of the 8 board members voted to fund at the requested amount of $133,967, one board member voted to increase AYS funding by $600 to $109,144 (for an additional cell phone).

The increase in funding will provide

Additional transportation for clients to treatment ($1,605)

Incentives for sobriety ($5,000)

Cell phone for transports and field checks ($600)

Partially fund 2 part-time nurses ($19,714)

Insurance increases ($2,942)

Agency decreased staff training and development by $4,438

AYS provides treatment and outreach services to youth in Wyandotte County to increase motivation and strengthening cognitive skills to avoid and/or reduce substance abuse
ASAP: $24,961  ($26,855 less than 2013 funding of $51,100)

Points awarded by advisory board: 441 out of 800 possible

One board member voted to fund at the requested amount of $51,100, five board members voted to fund at $24,961, and 2 board members voted to fund at $0

Funding can be used for the COPS treatment program, ASAP cannot use funds for jail evaluations or the weekend intervention program

Reasons for reducing funding:

Incomplete grant application (missing SRS license, list of board members, program evaluation and budget worksheet). All these items were requested but Dr. Reese only submitted the SRS license and the list of board members.

Statute KSA 8-1008 (d) requires all substance abuse providers charge $150 to complete substance abuse evaluations unless the court states otherwise, Dr. Reese was only charging clients $85 and using grant funds to pay the remaining $65. Also does not provide evaluations for Spanish speaking inmates

Dr. Reese states the Weekend Intervention Program saves the county $85/day of incarceration (actual daily cost of incarceration in $92/day). Dr. Reese was requesting $8,050 to allow 12 indigent people to stay 2 days at the Best Western and receive drug and alcohol information which would save the county $2,040. The board did not see the benefit of paying $6,000 more for the program than the benefits the county would receive.

Dr. Reese stated his program was modeled after the SAMHSA Minnesota Model but does not provide factual information about the program

Did not provide a breakdown of personnel costs as requested
### Staff Request for Commission Action

**Type:** Standard  
**Committee:** Neighborhood and Community Development Committee

**Date of Standing Committee Action:** 12/2/2013  
(If none, please explain):

**Proposed for the following Full Commission Meeting Date:** 12/19/2013  
**Confirmed Date:** 12/19/2013

**Changes Recommended By Standing Committee (New Action Form required with signatures):**

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<tr>
<td>11/25/2013</td>
<td>Colin Welsh</td>
<td>x5085</td>
<td><a href="mailto:cwelsh@wycokck.org">cwelsh@wycokck.org</a></td>
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**Item Description:**
Rosedale Development Association is interested in proceeding with the expenditure of grant money by building and maintaining a mountain bike trail adjacent to Rosedale Middle School upon underutilized land within Mt. Marty Park.

**Action Requested:**
Authorize and direct the Mayor to execute the attached cooperative agreement with Rosedale Development Association, Inc. regarding the mountain bike trail in Mt. Marty Park.

**Publication Required:**
- [ ]

**Budget Impact:** (if applicable)

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RESOLUTION NO. __________________________

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

That the Mayor of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby authorized and directed to execute in the name of the Unified Government and to attach the seal of the Unified Government thereto as the voluntary act of the Unified Government a Cooperative Agreement concerning the construction and maintenance of a mountain bike trail in Mt. Marty Park between the Unified Government of Wyandotte County/Kansas City, Kansas, and Rosedale Development Association.

ADOPTED BY THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS,
THIS ________ DAY OF __________________, 2013.

_________________________________________
Unified Government Clerk

Approved as to Form:

_________________________________________
Kenneth J. Moore
Deputy Chief Counsel
THIS AGREEMENT is made and entered into this ______ day of _________, 2013, by and between Unified Government of Wyandotte County/Kansas City, Kansas (UG) and Rosedale Development Association, Inc. (RDA), a Kansas 501(c)3 organization.

WHEREAS, the UG has under its control various park lands, including the unrestricted public access areas of Mt. Marty Park (Premises), further described in Attachment A, attached hereto and incorporated herein; and

WHEREAS, it is a goal of the UG to maximize the beneficial use of parks and recreation areas by its citizens; and

WHEREAS, RDA's mission is to work in partnership with residents, businesses, and institutions to build a strong and healthy community and to improve the quality of life for those who live, work, and play in Rosedale;

WHEREAS, RDA will satisfy the requirements of a grant of money by performing the agreement herein; and

WHEREAS, the UG and RDA have identified a mutually-beneficial plan for the design, construction, maintenance and operation of multi-use single track trails at Mt. Marty Park (Work), further described in Attachment B, attached hereto and incorporated herein;

NOW, THEREFORE, in consideration of the mutual covenants of the parties contained herein and as further described in Exhibit A, in which RDA is referred to as “Contractor”, attached hereto and incorporated herein, the parties hereto do mutually agree as follows:

Sec. 1. Right of Access.  RDA shall be permitted to enter into and perform the following activities on the Premises:

A. RDA, with review and approval by the Director of the UG Parks and Recreation Department (Director), shall at its sole expense, design and construct high-quality multi-use single track trails on the Premises for recreational use by the public, which design and construction shall conform to the standards set forth in Attachment B, attached hereto and incorporated herein by reference.

   1 Following completion of the trails, RDA shall be solely responsible for the maintenance thereof, including but not limited to the regular removal of litter and trash, clearing obstructions such as downed trees and limbs, seasonal trimming of overgrowth, and trail repairs as needed. Inspection and maintenance will be conducted at least quarterly; seasonal repairs and maintenance will be conducted at least annually.

   2 After approval of trail plans and design by the Director and/or trail construction, RDA shall obtain the approval of the Director for any trail modifications greater than 100 feet in length or which deviate more than 25 feet from the centerline of a planned or constructed trail.

B. RDA shall ensure that all volunteers and/or contractors utilized to fulfill any of RDA’s obligations hereunder shall also comply with the terms of this Agreement and the standards and conditions set forth in Attachment B and Exhibit A.
Sec. 2. Title. Title to the Premises and the work performed thereon by RDA shall at all times remain in the UG. This Agreement conveys no property rights, grants no exclusive license, and in no way restricts the general public’s privilege of using the Premises.

Sec. 3. Term. Unless terminated by either party in conformity with the termination provisions contained herein, the term of this Agreement shall be five (years), and may be renewed thereafter by mutual agreement of the parties. Additional trail expansion opportunities, beyond those contemplated herein, shall be governed by this Agreement unless it has been terminated by either party.

Sec. 4. Modification and Termination.

A. This Agreement may be modified or amended only with the written consent of both parties. Verbal representations and extra-contractual writings shall not be construed or relied upon as modifications, amendments or waivers of any term of this Agreement.

1. This Agreement may be terminated with a 30-day written notice by any party. In the event RDA terminates this Agreement prior to completion of construction of the Work, RDA agrees to restore all areas upon which it has performed work to their original state, unless such restoration requirement is waived in writing by the UG.

Sec. 5. Notices. All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid, commercial overnight courier, or facsimile to the following. All notices mailed by regular U.S. mail are effective three (3) days after mailing.

<table>
<thead>
<tr>
<th>PARKS &amp; RECREATION DEPT</th>
<th>ROSEDALE DEV ASSN</th>
</tr>
</thead>
<tbody>
<tr>
<td>C/O: Margie Witt, Director</td>
<td>C/O Heidi Holliday, Director</td>
</tr>
<tr>
<td>5033 State Avenue</td>
<td>1403 Southwest Boulevard</td>
</tr>
<tr>
<td>Kansas City, Kansas 66102</td>
<td>Kansas City, Kansas 66103</td>
</tr>
<tr>
<td>Phone: 913-573-8327</td>
<td>Phone (913) 677-5097</td>
</tr>
<tr>
<td>Fax: 913-573-8328</td>
<td>Fax (913) 677-3437</td>
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Sec. 6. Time for Completion. RDA shall submit trail location and design plans to the Director within sixty (60) days of the effective date of this Agreement. Trail construction shall commence within 120 days of the written approval of plans by the Director.

Sec. 7. Assignability or Subcontracting. RDA shall not subcontract, assign or transfer any part or all of RDA’s obligations under this Agreement without the UG’s prior approval. If RDA shall subcontract, assign, or transfer any part of RDA’s interests or obligations under this Agreement without the prior approval of UG, it shall constitute a material breach of this Agreement.

Sec. 8. Independent Contractor. RDA is an independent contractor with respect to all services performed under this Agreement. RDA accepts full and exclusive liability for the payment of any and all premiums, contributions or taxes for workers’ compensation, Social Security, unemployment benefits, or
other employee benefits now or hereinafter imposed under any state or federal law which are measured by the wages, salaries or other remuneration paid to persons employed by RDA on work performed under the terms of this Agreement. RDA shall defend, indemnify and save harmless UG from any claims or liability for such contributions or taxes. Nothing contained in this Agreement or any act of the UG or RDA shall be deemed or construed to create any third-party beneficiary or principal and agent relationship with UG. RDA is not UG’s agent and RDA has no authority to take any action or execute any documents on behalf of UG.

Sec. 9. **Financial Responsibility.**

A. RDA shall be solely responsible for all costs associated with design, construction and maintenance of the Work during the term of this Agreement and any extensions thereof.

B. RDA shall hold harmless UG and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, arising out of or resulting from any acts or omissions in connection with this Agreement, caused in whole or in part by RDA and its selected volunteers, employees, agents, or subcontractors, or caused by others for whom they or RDA are liable, regardless of whether or not caused in part by any act or omission of UG, its agencies, officials, officers, or employees.

C. The UG’s sole financial obligation under this Agreement shall be for the procurement of signage for trails.

Sec. 10. **Insurance.** RDA shall procure and maintain in effect throughout the duration of this Agreement general liability insurance with limits of $500,000 aggregate, written on an “occurrence” basis, for any accidents, injuries, including death, damage to property, or other claims arising as a result of or in connection with the performance by RDA and its volunteers, employees, agents or subcontractors, under this Agreement. The UG and their officers employees, and agents shall be named as additional insured under such policy. The policy shall be written or endorsed to include the following provisions:

a. Severability of Interests Coverage applying to Additional Insured

b. Contractual Liability

c. Per Project Aggregate Liability Limit or, where not available, an aggregate limit of $500,000.

d. No Contractual Liability Limitation Endorsement

e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.

A. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to UG, ten (10) days in the event of nonpayment of premium. Prior to beginning construction of the Work, Contractor shall provide to UG a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be on the UG form or its equivalent.
B. All insurance coverage must be written by companies that have an A.M. Best’s rating of “B+V” or better, and are licensed or approved by the State of Kansas to do business in Kansas.

C. Regardless of any approval by UG, it is the responsibility of RDA to see the required insurance coverage is in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of RDA’s failure to assure the required insurance in effect, UG may order RDA to immediately stop work.

Sec. 11. Governing Law. This Agreement shall be construed and governed in accordance with the law of the State of Kansas. Any action in regard to the Agreement or arising out of its terms and conditions must be instituted and litigated in the courts of the State of Kansas within Wyandotte County, Kansas, and in no other. The parties submit to the jurisdiction of the courts of the State of Kansas and waive venue.

Sec. 12. Compliance with Laws. RDA shall comply with all federal, state and local laws, ordinances and regulations applicable to the work. Specifically, RDA warrants that its performance of this agreement shall be in conformance with the Premises use as a park, playground or open area for recreational purposes in preservation of the UGs immunities and protections as provided under KSA 75-6104(o), and that RDA will not allow nor facilitate any deviation from such use. RDA shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of obligations under this Agreement. All references to “Code” shall mean UG’s Code of Ordinances, including any amendments thereto or recodification thereof.

Sec. 13. Defaults and Remedies.

A. If RDA shall be in default or breach of any provision of this Agreement, UG may terminate this contract, suspend UG’s performance or invoke any other legal or equitable remedy after giving RDA fifteen (15) days notice and opportunity to correct such default or breach.

B. RDA may terminate this Agreement upon fifteen (15) days notice to UG if either is in material breach of this Agreement and fails to cure the breach before the end of the fifteen (15) day notice period.

Sec. 14. Waiver. Waiver by UG of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of UG, and forbearance or indulgence by UG in any regard whatsoever shall not constitute a waiver of same to be performed by RDA to which the same may apply and, until complete performance by RDA of the term, covenant or condition, UG shall be entitled to invoke any remedy available to them under this Agreement or by law despite any such forbearance or indulgence.

Sec. 15. Rights and Remedies Cumulative and Not Exclusive. All rights and remedies granted to UG herein and any other rights and remedies which UG may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that UG may have exercised any remedy without
terminating this Agreement shall not impair UG’s rights thereafter to terminate or to exercise any other remedy herein granted or to which UG may be otherwise entitled.

Sec. 16. **Headings; Construction of Agreement.** The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender. In the event of any conflict between this Agreement and any incorporated Attachments, the provisions of this Agreement shall control. In the event of any conflict between Exhibit A and this Agreement or any incorporated Attachments, Exhibit A shall control.

Sec. 17. **Merger.** This Agreement, including any referenced Attachments and Exhibit A, constitutes the entire agreement between UG and RDA with respect to this subject matter, and supersedes all prior agreements between UG and RDA with respect to this subject matter, and any such prior agreement shall be void and of no further force or effect as of the date of this Agreement.

Sec. 18. **Severability of Provisions.** Except as specifically provided herein, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 19. **Binding Effect.** This Agreement shall be binding upon UG and RDA and their successors in interest.

Sec. 20. **Representations and Warranties.** UG and RDA each certify that it has the power and authority to execute and deliver this Agreement and to perform this Agreement in accordance with its terms.

**IN WITNESS WHEREOF,** the parties, by their authorized representatives, have caused this Agreement to be executed as of the date first written above.

**ROSEDALE DEVELOPMENT ASSOCIATION**

**UNIFIED GOVERNMENT OF KANSAS CITY,**

**KANSAS/WYANDOTTE COUNTY**

Title: ________________________________

Title: ________________________________

Date: ________________________________

Date: ________________________________
ATTACHMENT A

DESCRIPTION AND MAP OF PREMISES

ATTACHMENT B

SCOPE OF DUTIES AND SERVICES TO BE PROVIDED BY ROSEDALE DEVELOPMENT ASSOCIATION

1. **Design.** Provide a design to Unified Government (Director of Parks & Recreation) for a multi-use single track trail on the Premises, for the Director’s approval. The design shall:
   a. Minimize impact on designated areas to the extent feasible.
   b. Utilize full-bench-cut construction for hillsides.
   c. Keep trail-tread grades below ½ of the prevailing side-hill grade.
   d. Incorporate grade reversals for drainage and trail variation.
   e. Incorporate interesting control points.
   f. Utilize best management practices to control water flow and prevent erosion, including but not limited to grade dips and other diversion structures, crib walls and rolling crown switchbacks, bridges, culverts, guide structures, installation of signs, armoring and/or hardening of creek crossing approaches and other soft or sensitive areas, restoration of retired trails, turnpikes, and rock causeways.

2. **Construction.**
   a. Through the use of paid and/or volunteer labor, RDA will clear and construct the trail and related improvements in conformity with the design as approved by the Director, and will remove all brush, limbs, extra materials or other debris associated with said construction.
b. RDA will provide all labor, tools, and materials necessary for the construction of trails and related improvements or safety features, except as otherwise stated in this Agreement.

c. RDA will not utilize herbicides or other chemicals without prior written approval from the Director. Use and storage of explosives shall not be allowed.

d. RDA will train, supervise and insure, and is solely responsible for the employees and/or volunteers utilized and their safety. RDA will comply with all federal, state and local safety requirements in connection with the performance of the Agreement, including the provisions of the Federal Occupational Safety and Health Act of 1970 ("OSHA") and to the rules and regulations promulgated pursuant to this Act. All work conducted by and for RDA shall be entirely at RDA’s own risk.

e. Construction shall include the installation of all necessary safety rails or other guard devices and appropriate signage.

f. In the event excavation is conducted in connection with trail construction, RDA assumes the risk associated therewith, and will take all reasonable and necessary safety precautions, including but not limited to installation of protective coverings on or fencing around open and unattended excavations. Coverings shall be sufficient to sustain the weight of any persons and/or objects placed upon them, fixed to the ground so they cannot be moved, have no opening(s) or protuberance(s) of sufficient size to cause a fall and/or injury, and be accompanied by advance warning devices as necessary. Fencing around open excavations shall be installed such that it surrounds the entire area under excavation so as to prevent entry by any persons, be a minimum of 42" in height, and be constructed in such a manner that it is adequately secured and will remain upright at all times under normal site conditions. All protective coverings and/or fences on excavations shall be inspected at least daily to assure integrity. Protective coverings and/or fences in heavily trafficked areas shall be inspected more often as necessary. All excavations shall be restored to the level of the adjacent surfaces as soon as practicable. No excavations may be made in, upon, under, through or adjoining any street, sidewalk, alley, boulevard, parkway or any other public properties, other than the Premises identified in Attachment A.

g. RDA shall be responsible for and in charge of the site and the installation of the Work thereon from the time work on the site commences until final approval by Unified Government. If installation requires, RDA or its Contractor shall notify all utilities, municipal departments, adjacent property management, and others affected by their operations and shall properly coordinate and expedite their work in such a manner as to cause the least amount of conflict and interference between their operation and those of any other contractor or agency. Notification shall be made sufficiently ahead of time to provide proper rerouting of traffic and erecting of signs before the work is to begin. Any and all damages or claims resulting from the improper or insufficient notification of the affected utility agency and others shall be the responsibility of RDA.

4. Inspection of Installation and Materials.

a. During installation of the Work, the Unified Government shall have the right to inspect the Work thereon to determine whether or not the Work is being installed in accordance with the Unified Government approved plans. If, at any time during the progress of such installation, it is determined that such improvements are not being installed in accordance with the Unified Government approved plans, upon receipt of written notice thereof from Unified Government, RDA shall make such alterations as may be required to cause such improvements to conform to the specifications.

b. All material of whatever nature, required in the performance of the Work embraced in this Agreement, shall be furnished by RDA and shall be subject to the inspection and/or test by Unified Government or their authorized representatives before being placed in the Work. All rejected or unsuitable materials shall be removed at once from the site of the Work.

c. As soon as practical after completion, the entire work will be examined thoroughly by the Unified Government. RDA will be notified when the examination is to be made so that a representative may be present. If the inspection reveals any defective or unsatisfactory work, it shall be replaced or repaired by
RDA as Unified Government may require before final acceptance. The cost of all such repairs and replacements shall be borne by RDA.

5. Maintenance. Following completion of construction, RDA shall maintain the trails by removing litter, trash, limbs or other obstructions, trimming overgrowth, and repairing the trails. Inspection and maintenance shall be conducted at least quarterly, with seasonal maintenance and repairs at least annually.
Mandatory General Contractual Provisions

EXHIBIT A

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS,
GENERAL CONTRACTUAL PROVISIONS

1. **Governing Law.** This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas.

2. **Compliance with Law.** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.

3. **Authority To Contract.** Contractor represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.

4. **Modification of Agreement.** This Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.

5. **Assignment.** Neither the Contractor nor the Unified Government shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.

6. **Cash Basis Law.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. This Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Unified Government reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.

7. **Payment of Taxes.** The Unified Government shall not be responsible for, nor indemnify the Contractor for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. If applicable, the Contractor shall pay the Unified Government occupation tax prior to execution of the Agreement.

8. **Licenses and Permits.** Contractor shall maintain all licenses, permits, certifications,
Mandatory General Contractual Provisions

bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. Contractor shall notify the Unified Government immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the Unified Government in its discretion.

9. **Independent Contractor Relation.** The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by the Contractor are employees of the Unified Government and that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Unified Government shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the Unified Government to the Contractor.

10. **Discrimination in Delivery of Services Prohibited.** During the performance of this Agreement, Contractor shall deny none of the benefits or services of the program to any eligible participant on the basis of race, religion, color, sex, disability, age, national origin, or ancestry.

11. **Equal Opportunity and Affirmative Action.**
   a. The Contractor shall observe the provisions of the Kansas Act Against Discrimination, K.S.A. 44-1001 *et seq.* and amendments thereto, and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, age, national origin, or ancestry.

   b. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this nondiscrimination clause.

   c. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.
Mandatory General Contractual Provisions

d. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractors.

e. The Contractor shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.

f. If the Contractor fails, refuses, or neglects to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and this Agreement may be terminated, canceled, or suspended, in whole or in part, and the Contractor may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, the Contractor shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.

g. The Contractor shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with the Kansas Act Against Discrimination. Such records shall at all times remain open to inspection by the Kansas Human Rights Commission or by the Unified Government.

h. The Contractor, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

12. **Representations.**

The Contractor makes the following representations:

a. The price submitted is independently arrived at without collusion.

b. It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article 12 of the Procurement Code.

c. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §12-106 (Gratuities and Kickbacks) of the Procurement Code.

d. It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
Mandatory General Contractual Provisions

13. **Waiver of Breach.** The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.

14. **Severability.** If a court of competent jurisdiction declares any part of this Agreement to be invalid, the balance of the agreement will remain valid and enforceable.

15. **Entire Agreement.** This Agreement and its attachments set forth the parties’ entire agreement. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.

16. **Disclaimer of Liability.** The Unified Government shall not hold harmless or indemnify the Contractor for any liability whatsoever.

17. **Termination for Default.** If the Contractor refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify the Contractor in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Contractor's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The Unified Government shall pay the Contractor the costs and expenses and reasonable profit for services performed by the Contractor prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due the Contractor such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by the Contractor because of the default.

Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the Contractor has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractors to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractors were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements Upon request of the Contractor, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.
Mandatory General Contractual Provisions

If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and both the Unified Government and the Contractor agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by the Contractor will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If the Contractor is adjudged bankrupt or insolvent;
- If the Contractor makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for the Contractor or any of his property;
- If the Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If the Contractor repeatedly fails to supply sufficient services;
- If the Contractor disregards the authority of the Procurement Officer;
- Acts other than those specified may constitute substantial breach of this Agreement.

18. Termination for Convenience. The Procurement Officer may, when the interests of the Unified Government so require, terminate this contract in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Procurement Officer shall pay the Contractor the following amounts:

All costs and expenses incurred by the Contractor for work accepted by the Unified Government prior to the Contractor's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by the Contractor for work not yet accepted by the Unified Government but performed by the Contractor prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by the Contractor shall not be allowed.

19. Disputes. All controversies between the Unified Government and the Contractor which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a
Mandatory General Contractual Provisions

written request by the Contractor for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.

The Procurement Officer shall immediately furnish a copy of the decision to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking judicial review of the decision in the Wyandotte County District Court.

The Contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event the Contractor shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the contract is essential to the public health and safety.

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late payment charges.

20. **Ownership of Materials.** All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by the Contractor in connection with the work pursuant to this Agreement, shall belong to Rosedale Development Association, Inc. Copies of all materials will be made available to the Unified Government.

21. **Availability of Records and Audit.** The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. The Contractor agrees to make available at the offices of the Unified Government at all times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, the Contractor shall preserve and make available to persons designated by the Unified Government his records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.

22. **No Limit of Liability.** Nothing in this Agreement shall be construed to limit the Offeror's liability to the Unified Government as such liability may exist by or under operation of
23. **Indemnification.** Vendor shall indemnify, defend, and hold the Unified Government of Wyandotte County/Kansas City, Kansas harmless from and against all claims, losses, damages, or costs arising from or in any way related to Vendor's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.
Staff Request for Commission Action

Tracking No. 130407

Type: Standard
Committee: Neighborhood and Community Development Committee

Date of Standing Committee Action: 12/2/2013

Proposed for the following Full Commission Meeting Date: 12/19/2013

Changes Recommended By Standing Committee (New Action Form required with signatures)

<table>
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<tr>
<th>Date</th>
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<th>Contact Phone</th>
<th>Contact Email</th>
<th>Ref</th>
<th>Department / Division</th>
</tr>
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<tbody>
<tr>
<td>11/23/2013</td>
<td>Greg Talkin</td>
<td>8628</td>
<td><a href="mailto:gtalkin@wycokck.org">gtalkin@wycokck.org</a></td>
<td></td>
<td>NRC/Rental Licensing</td>
</tr>
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Item Description:
This item is being brought in front of the NCD Committee for information only-no action required at this time. The Housing Task Force has been discussing a number of items that affect quality of life and housing in our community. A Landlord Training component tied to the Rental Licensing program is one of those items. A presentation has been prepared (attached) that will: 1) educate our governing body on the effort to date and 2) staff requests feedback on these efforts to make sure we are heading in the right direction. There has been a lot of efforts by the Housing Task Force committee, UG Staff and KCKCC staff to date. We just want to make sure we are on the right track before we work towards finalizing the program change recommendations, and potential ordinance change(s).

Action Requested:
This item is being brought in front of the NCD committee for information only-no action required at this time.

Publication Required

Budget Impact: (if applicable)

Amount: $
Source:

☑ Included In Budget For information only.
☐ Other (explain)

File Attachment
Notes:

- This Presentation if for Commission Information and Feedback only at this time.
- In the Future Staff Will Come back to the Governing Body with Recommended Changes to the Rental Licensing Ordinance
Rental Licensing Background

- The Rental Licensing Program was approved in June, 1997
- Livable Neighborhoods Initiative
- Why do we have a Rental Licensing Program
  - Improve quality of rental properties/housing stock
  - Address neighborhood issues that arise from rental properties
  - Reduce the number of code complaints
Proposed Rental Licensing Program Changes

- Crime Free Addendum Requirement
- Landlord Training - Tonight’s Topic
Why Are Proposing these Changes?

- BOC Strategic Goals as currently listed
  - **Housing - Neighborhood/Community Development**
    - Develop policies and programs that:
      - Grow neighborhoods to their maximum potential;
      - Make property owners accountable for their property;
      - Foster a diverse housing stock
    - **Maintain rental licensing and landlord training**
Why Are Proposing these Changes?

- To help achieve BOC strategic goals
- To help educate Landlords so they can operate their businesses more effectively and efficiently.
  - Will assist with landlord-tenant relations
  - Will reduce the gap between good and bad landlords
- To help communicate laws and ordinances to landlords in an educational setting.
- Hopefully resulting in fewer neighborhood complaints and fewer code violations found during field inspections.
Examples of Possible SMART Goals

- Landlord training modules will be completed and available to landlords by June 30, 2014.
- 100% of first-time landlords (first rental license) will complete landlord training between July 1 and December 31, 2014.
- 20% of current landlords (one or more rental licenses) will complete landlord training between July 1 and December 31, 2014.
Examples of Possible SMART Goals

- Reduce the number of citizen complaints about rental properties by 10% by December 31, 2014.
- Reduce the number of tenant complaints about landlords and/or rental properties by 5% by December 31, 2014.
- Reduce the number of property code violations in rental properties by 20% by December 31, 2014.
Numbers Involved

- Approximately 3,000 Landlords
- The number does not include managers, assistants, or property management companies

Example

- If we were to require all landlords to complete their training within two years, it would be necessary to provide one training a month for 120+ landlords
- Or would need to provide training twice a month for 60+ landlords
Landlord Training Hurdles(2)

- Find a facility that is available and large enough would be difficult
- Having instructors that could commit this kind of time was also difficult
- Class size should ideally be no more than 20 to 30.
Housing Committee Recommendation

- Implement on-line training for the first step
- Require additional in-class training in the future for the more problematic landlords
- Find a partner who already provided on-line training/education
- Collaborate with a group of current landlords to create content for the training course
Commissioner McKiernan's quote, “This group has provided us with very valuable feedback on Rental Licensing and Code Enforcement!”

**NEIGHBORHOOD HOUSING COMMITTEE**

- Former Mayor and Commissioner
  - Carol Maronovich
    - Landlords
      - W.R.(Bill) Ames
      - James Clinkenbeard
      - Brad Bower
      - Scott Mayes
      - Scott Buechers
      - Sam Alpert
      - Annie Trottie
  - Neighborhood Leaders
    - Ed Linnebur
    - Barb Kill
    - Carol Diehl
    - KCKCC
      - Marisa Gray
      - Susan Stuart
    - UG Employees
      - Mary Jane Johnson
      - Debby Graber
      - Greg Talkin
      - Terry Ziegler
      - Colin Welsh

**Rental Licensing Sub-committee Members**
KCKCC Partnership

- UG staff met with KCKCC Staff
- On Line landlord training was possible.
- Cost for UG would be $0
- KCKCC would handle registration, training, and testing
- All training fees would go to KCKCC
- Training fees will be reasonable for the landlords
Development of Training Modules

- Sub Committee meets every month to discuss training
- Modules that have been identified so far are:
  - CPTED (Crime Prevention through Environmental Design)
  - Drug Recognition
  - Fair Housing
  - Lease/Rental Agreements
  - Evictions
  - Screening/Applications
  - Rental Licensing/Inspections
  - Conduct on Premises (yet to be developed)
Pre-Test

Please complete this test prior to completing the module. If you score 80 or higher, you are not required to complete the module below.

Instructions

- This assessment is not tied to a gradebook assignment
- Maximum number of attempts: Unlimited
- Time limit: Unlimited minutes
- Review mode: Full

No submissions have been recorded for this assignment.
Submissions for this assignment will appear in this area.

Begin Now

Unlimited attempts available
Pre-Test

Please complete this test prior to completing the module. If you score 80 or higher, you are not required to complete the module below.

1. Shrubbery on the premises should be no more than:
   - A) 10 feet tall
   - B) 3 feet tall
   - C) 20 feet tall
   - D) No shrubs should be on premises

Next>

Save and Continue Later
Pre-Test

Please complete this test prior to completing the module. If you score 80 or higher, you are not required to complete the module below.

Submitted by Guest on 11/14/2013 7:23:39 AM

<table>
<thead>
<tr>
<th>Points Awarded</th>
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<td>Points Missed</td>
<td>4.00</td>
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<tr>
<td>Percentage</td>
<td>60.0%</td>
</tr>
</tbody>
</table>

1. Shrubbery on the premises should be no more than:
   - A) 10 feet tall
   - B) 3 feet tall
   - C) 20 feet tall
   - D) No shrubs should be on premises

   Points Earned: 0.0/1.0
   Correct Answer(s): C

2. Which over the counter medicine is used to make Meth:
   - A) Nyquil
Rental Licensing Ordinance Changes

- Should the ordinance be updated?
  - Landlord Training will be a prerequisite for obtaining a Rental License
Currently, one is barred from obtaining a license to rent a property upon which there are delinquent real estate taxes owed. There has been inquiry into the feasibility of expanding this bar such that a prospective landlord could not obtain a rental license if there are delinquent real estate taxes owed on any property owned by the applicant.

Action Requested:
Discuss this potential change to rental licensing regulations, along with any other amendments to the licensing ordinances, and advise the legal department on how to proceed.
Staff Request for Commission Action

Type: Standard
Committee: Neighborhood and Community Development Committee
Proposed for the following Full Commission Meeting Date: 12/19/2013

Date of Standing Committee Action: 12/2/2013
(If none, please explain):

Changes Recommended By Standing Committee (New Action Form required with signatures)

<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>11/22/2013</td>
<td>Chris Slaughter</td>
<td>573-8977</td>
<td><a href="mailto:cslaughter@wycokck.org">cslaughter@wycokck.org</a></td>
<td></td>
<td>Administration/Land B...</td>
</tr>
</tbody>
</table>

Item Description: **ONLY VISIBLE TEXT WILL BE PRINTED**

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 (3)
Item (2) - Donations To Land Bank (2)

Action Requested: **ONLY VISIBLE TEXT WILL BE PRINTED**

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)

Supporting Documentation
<table>
<thead>
<tr>
<th>APPLICANT</th>
<th>APPLICANT ADDRESS</th>
<th>LAND BANK ADDRESS</th>
<th>PROPOSED USE</th>
<th>LOT SIZE</th>
<th>ADVISORY BOARD RECOMMENDATION</th>
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<tbody>
<tr>
<td>Luvenia Lewis</td>
<td>2610 N 8th St</td>
<td>2608 N 8th St</td>
<td>Yard Expansion</td>
<td>38 X 130</td>
<td>APPROVED</td>
</tr>
<tr>
<td>Daniel Dees</td>
<td>1805 Metropolitan Ave</td>
<td>1508 s 18th St</td>
<td>Yard Expansion</td>
<td>50 X 50</td>
<td>APPROVED</td>
</tr>
<tr>
<td>New Bethel Church, Inc</td>
<td>709 New Jersey Ave</td>
<td>711 New Jersey</td>
<td>Parking</td>
<td>25 X 133</td>
<td>APPROVED</td>
</tr>
</tbody>
</table>
PAGE LEFT
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INTENTIONALLY
Section 1: Personal Information.

1. Applicant's Name: Luvenia Lewis
   Spouse (if applicable):

2. Name of Corporation (if applicable): N/A

3. Street Address: 2610 North 8th Street

4. City, State, Zip: Kansas City, KS 66101

5. Home Phone #: 913-240-8112 Work Phone #:

6. E Mail Address: luvenialewis@gmail.com

7. List Properties you own in Wyandotte County: 2325 North 43rd Street, KCK 66104

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: 2608 North Property South of 2610 N 8th Street
   □ Vacant Land
   □ Structure
   X I don't know the address or lot number. # 137817

2. Proposed Use of Property:
   □ Yard Extension. Go to section 4.
   □ Parking. (Must comply with UG regulations) Go to section 4.
   □ Home Addition. Requires building permit. Go to section 3.
   □ Rehabilitation of existing structure. Requires building permit. Go to section 3.
   X Other: Green house, pet play area, children play area, and carport/garage for parking or future home constructor
Section 3: Construction Project Information.

1. Does the project comply with current zoning? Yes X No (Call Planning & Zoning at 913-573-5750)

2. Type of Ownership: Individual X Corporation ___ Nonprofit ___
   Other: ___________________________

3. Must attach a letter of credit or pre-approval letter from your bank. N/A

4. Must attach drawings for your proposed project. N/A

5. Proposed use of property:
   X o Home Ownership.
   □ o Rental Home.
   □ o Business/Commercial Use.
   □ o Apartments.
   □ o Other, Specify: ___________________________

1. Will you seek Tax Increment Financing or other public tax exemptions? _______

2. Will you seek Neighborhood Revitalization Tax Rebates? _______

3. Starting Project Date: _____________ Completion Date: _____________ Comments: ___________________________
   Upon approval of purchase and completed purchase date will start caring for property
   as a homeowner.

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: ___________________________
Luvrenia Lewis  10/17/2013

Date: ___________________________

Return Completed Application to: Land Bank, 2nd Floor, 710 N. 7th, KCK 66101
Fax 913-321-0237 Phone 913-573-8977
Attn: Land Bank Manager, Chris Slaughter
Section 1: Personal Information.

1. Applicant's Name: Daniel Dees
   Spouse (if applicable): 

2. Name of Corporation (if applicable): 

3. Street Address: 1809 Metropolitan Ave.

4. City, State, Zip: Kansas City, Kansas 66106

5. Home Phone #: 913-594-2426 Work Phone #: 

6. E Mail Address: ddees2@ku.cc.com

7. List Properties you own in Wyandotte County: 1809 Metropolitan Ave, 1807 Metropolitan Ave, 1803 Metropolitan Ave.

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: 1508 S. 18th
   ✓ Vacant Land
   ○ Structure

2. Proposed Use of Property:
   ✓ Yard Extension. Go to section 4.
   ○ Parking. (Must comply with UG regulations) Go to section 4.
   ○ Home Addition. Requires building permit. Go to section 3.
   ○ 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: _______________________________________

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 Name]
Print Your Name

10.28.13
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: Vonzel Sawyer.

2. Name of Corporation (if applicable): New Bethel Church Inc.

3. Street Address: 745 Walker Ave.

4. City, State, Zip: Kansas City, KS 66101

5. Home Phone #: Work Phone #: 913-281-2002

6. E Mail Address: vonzel.sawyer@newbethelkc.org


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: 711 New Jersey Ave, KC, KC 66101 parcel 082302

   □ o Vacant Land

   □ o Structure

2. Proposed Use of Property:

   □ o 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:
   □ o Home Ownership.
   □ o Rental Home.
   □ o Business/Commercial Use.
   □ o Apartments.
   □ o Other, Specify: ________________________________

1 Will you seek Tax Increment Financing or other public tax exemptions? ______

2 Will you seek Neighborhood Revitalization Tax Rebates? ______

3 Starting Project Date: ________________ Completion Date: ________________ Comments: ________________________________

Section 4: Additional Comments & Terms of Proposal.

New Bethel Church is in design phase for construction of new worship facility. This vacant lot is adjacent to another vacant lot we own. It will be used for parking or a garage to house transport vehicles.

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  Vonzel D. Sawyer Date November 12, 2013

Return Completed Application to: Land Bank, 2nd Floor, 710 N. 7th, KCK 66101
Fax 913-321-0237 Phone 913-573-8977
Attn: Land Bank Manager, Chris Slaughter
## DONATIONS TO LAND BANK

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<thead>
<tr>
<th>Donor</th>
<th>Parcel #</th>
<th>Requested Donation Address</th>
<th>Standing Committee Recommendation</th>
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<tbody>
<tr>
<td>Rose M Plesa</td>
<td>913313</td>
<td>4115 Sortor Dr</td>
<td></td>
</tr>
<tr>
<td>Rose M Plesa</td>
<td>167113</td>
<td>4105 Sortor Dr</td>
<td></td>
</tr>
</tbody>
</table>
From: McKiernan, Brian  
Sent: Monday, October 07, 2013 10:15 AM  
To: Bach, Doug  
Subject: Question about Neighborhood / Community Development standing committee of 12/2  

Doug,

Ben Alexander is a resident of District 2 who operates a not for profit called FreeWheels for Kids. He provides bicycles and bicycle safety training to kids in local elementary and middle schools.

He emailed and said that he's starting a new program this fall in which he will encourage students to use bike rides as a means of increasing engagement in the community.

He is asking them to ride around their neighborhoods, look around and come up with ways to improve the area.

He would like his bike clubs to present their ideas to the Commission.

Originally, he wanted to bring the clubs to a full commission meeting, but I suggested that the Neighborhood/Community Development standing committee might be a more appropriate venue.

Would there be any problem putting his kids on the December 2 N/CD standing committee agenda and allowing them five minutes to present their observations and suggestions for improving the neighborhoods? (There could be up to four different groups, so we're looking at potentially 20-30 minutes for their presentations).

Let me know what you think and I'll respond to Ben.

Thanks,  
Brian
November 20, 2013

Ben Alexander
freewheelsforkids@gmail.com

Mr. Alexander:

This is to confirm that your request to appear before a standing committee of the Unified Government to allow your bike clubs to present their suggestions for improving their neighborhoods has been approved to be heard by:

COMMITTEE: Neighborhood and Community Development Standing Committee
DATE: Monday, December 2, 2013
TIME: 5:00 p.m.
LOCATION: Municipal Office Building
701 North 7th Street, 6th floor training room (Suite 614)
Kansas City, KS 66101

If you have any questions, do not hesitate to contact me at 573-5263.

Sincerely,

Carol Godsil
Deputy UG Clerk

c: Commissioner McKiernan