



Public Works and Safety Committee
Standing Committee Meeting Agenda
Monday, October 26, 2015
5:00 PM

Location:

Municipal Office Building
701 N 7th Street
Kansas City, Kansas 66101
5th Floor Conference Room (Suite 515)

Name

Absent

Commissioner Melissa Bynum, Chair

☐

Commissioner Harold Johnson

☐

Commissioner Mike Kane

☐

Commissioner Angela Markley

☐

Commissioner Jane Philbrook

☐

Jeff Bryant, BPU Member

☐

I. **Call to Order / Roll Call**

II. **Measurable Goals**

Item No. 1 - MEASURABLE GOALS: PUBLIC WORKS

Synopsis:

Update of measurable goals for Public Works including Fleet Maintenance, street sweeping, and mowing, presented by Mike Tobin, Public Works Interim Director.

For information only.

Tracking #: 15162

Item No. 2 - MEASURABLE GOALS: TRANSPORTATION

Synopsis:

Update of measurable goals for Transportation, presented by Justus Welker, Transportation Director.

For information only.

Tracking #: 15162

Item No. 3 - MEASURABLE GOALS: WATER POLLUTION CONTROL

Synopsis:

Update of measurable goals for wastewater, presented by Trenton Foglesong, Water Pollution Control Director.

For information only.

Tracking #: 15171

III. Committee Agenda

Item No. 1 - UPDATE: SOUTH PATROL SITE

Synopsis:

Updated information regarding a proposed site for South Patrol, presented by Doug Bach, County Administrator, and Terry Zeigler, Police Chief.

On July 20, 2015, the committee voted 2 to 4 to approve. Motion failed due to concerns, specifically being asked to take on more property than necessary.

Tracking #: 15170

Item No. 2 - UPDATE: BODY-WORN CAMERAS GRANT

Synopsis:

Update on a \$352,500 grant from the KS Department of Justice for the Body-Worn Camera Policy and Implementation Program, submitted by Jenny Myers, Legal. Monetary match required.

For discussion only.

Tracking #: 15168

Item No. 3 - REQUEST: HONORARY STREET NAME

Synopsis:

A communication from members of the Evangelistic Center Church, 1800 Washington Blvd., requesting an honorary street name designation at 6th Street and Quindaro Blvd. in honor of Rev. Willie C. Vaughn, Jr., submitted by Lideana Laboy, Public Works/Traffic. (Sign to read: Rev. W.C. Vaughn, Jr. Ave.)

On September 28, 2015, this item was presented to the committee and it was voted unanimously to hold over until October.

Tracking #: 1582

Item No. 4 - REVIEW/APPROVE: SOLID WASTE MANAGEMENT PLAN

Synopsis:

Request review and approval of the 2015 Annual Review and the 2015 5-year update of the Wyandotte County Solid Waste Management Plan as required by the Kansas Department of Health and Environment (KDHE), submitted by Mike Tobin, Public Works Interim Director.

Tracking #: 15163

Item No. 5 - PRESENTATION: 2016 CMIP PROJECTS

Synopsis:

Presentation of major infrastructure projects slated to start construction in 2016, presented by Mike Tobin, Public Works Interim Director. Projects to be discussed include streets, sidewalks, sewers and stormwater. This is the first in a two-part discussion of projects.

For information only.

Tracking #: 15136

IV. Adjourn



Staff Request for Commission Action

Tracking No. 15162

Full Commission Meeting Date: 10/26/2015

Committee: Public Works & Safety

Date of Standing Committee Action: 10/26/15

(If none, please explain):

Publication Required: No

<u>Date:</u> 10/14/2015	<u>Contact Name:</u> Mike Tobin, Interim Director	<u>Contact Phone:</u>	<u>Contact Email:</u> mtobin@wycokc.org	<u>Department/Division:</u> Public Works
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Item Description:

Update of measurable goals for Public Works including Fleet Maintenance, street sweeping, and mowing.

Action Requested:

No action required; information and discussion only.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:



Staff Request for Commission Action

Tracking No. 15162

Full Commission Meeting Date: 10/26/2015

Committee: Public Works & Safety

Date of Standing Committee Action: 10/26/15
(If none, please explain):

Publication Required: No

<u>Date:</u> 10/14/2015	<u>Contact Name:</u> Melissa Mundt, Assistant County Administrator	<u>Contact Phone:</u> x5017	<u>Contact Email:</u> mmundt@wycokck.org	<u>Department/Division:</u> Transportation
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Item Description:

Update of measurable goals for Transportation.

Action Requested:

No action required; information and discussion only.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:



Staff Request for Commission Action

Tracking No. 15171

Full Commission Meeting Date: 10/26/2015

Committee: Public Works & Safety

Date of Standing Committee Action: 10/26/15

(If none, please explain):

Publication Required: No

<u>Date:</u> 10/15/2015	<u>Contact Name:</u> Mike Tobin, Interim Director	<u>Contact Phone:</u>	<u>Contact Email:</u> mtobin@wycokc.org	<u>Department/Division:</u> Public Works
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Item Description:

Update of measurable goals for wastewater, presented by Trenton Foglesong, Water Pollution Control Director.

Action Requested:

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:



Staff Request for Commission Action

Tracking No. 15170

Full Commission Meeting Date: 10/26/2015

Committee: Public Works & Safety

Date of Standing Committee Action: 10/26/15

(If none, please explain):

Publication Required: No

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
10/14/2015	Doug Bach, County Administrator	x5027	dbach@wycokck.org	Administrator's Office

Item Description:

At the last appearance before Standing Committee on the proposed new South Patrol facility staff presented proposed terms of the project with the developer. Notable changes to the deal structure were presented that would now require the UG to pay a Common Area Maintenance (CAM) charge for being part of the development and the developer was requiring the UG to take ownership of about six more acres of Brownfield property, part of which could never be developed. The additional property also had development restrictions placed on it which prevents the UG from allowing any kind of for-profit development from occurring on property for the next 20 years.

As these were new terms which included new cost, increased long term responsibilities, and long term restrictions to the government's use, the committee directed staff to hold on advancement of the South Patrol project and attempt to get the developer to reconsider their position. The Committee made it clear that the UG needed a better position in this development before we committed to build a new police station in this development.

Staff met with the developer after the meeting and worked to renegotiate our position on the new terms and restrictions which had been placed on the UG since the original land offer was made to the government for the purpose of locating South Patrol. The developer held strong to the position of needing the UG take ownership of all the remaining property, including the Brownfield portion which cannot be developed and they maintained that a development restriction was still required for tax purposes. The Developer also indicated that if they did not give any of this ground to the UG for a patrol station, they had a good chance to bring in private sector developments and fill the entire site.

Both parties left the meeting agreeing to reconsider our options. Noting that the fiscal position on this deal still appeared to be too good to pass up, County Administrator Bach directed staff to perform an analysis of other available properties in the area to demonstrate our theory. During this evaluation of several locations, one available site was identified that based on a cost of acquisition and for renovation performs slightly better than the Argentine site over a 20 year time period. Additionally this new site provides a good logistical location within the South Patrol district.

Staff will present the financial comparisons between the two sites and discuss the logistical pros and cons of each site for Commission consideration. The new site which is under consideration is located at 4215 Shawnee Drive.

Action Requested:

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

10.13.15 Memo re alternatives, RFA 150186 PWS 7.20.15



Memorandum

TO: Doug Bach, County Administrator

FROM: Mike Grimm, Research Manager

SUBJECT: South Patrol Facility Alternatives

DATE: October 13, 2015

This memo discusses alternatives for a South Patrol facility. These alternatives are either a new building in the Metropolitan Redevelopment District (Metro TIF) or the acquisition and use of an existing building at an alternative location. See below for summary points.

ALTERNATIVE 1

New South Patrol Building in Metropolitan Redevelopment District (Metro TIF)

- Financing Cost: total principal and interest, \$2,687,077
- Certified but not reimbursed cost of \$800,000 and accrued interest to be paid on existing Metro TIF Wal-Mart with excess TIF revenues (debt payment less sales and property tax TIF revenues). Once these initial obligations are paid off, excess TIF revenue can be applied to a new South Patrol building. This excess, beginning in 2021, totals approximately \$2,482,000.
- Total estimated financing costs would exceed excess TIF revenues by approximately \$205,000. However, with the addition of common area maintenance (CAM) charges, cost to Unified Government is nearly \$585,000 over a 19-year period.

ALTERNATIVE 2

Alternative Location, Acquisition of Existing Building at 2710 S 42nd St.

- Financing Cost: total principal and interest, \$1,776,873
- Certified but not reimbursed cost of \$800,000 and accrued interest to be paid on existing Metro TIF Wal-Mart with excess TIF revenues (debt payment less sales and property tax TIF revenues). Once these initial obligations are paid off, TIF will be closed and excess revenues can be applied to South Patrol financing.
- Debt payments will end in 2028 with Unified Government incremental property and sales taxes within the Metro TIF available for the new project 2028 thru 2033. Total revenues for this period are estimated to be approximately \$1,846,000.
- With this alternative, excess revenues exceeds principal and interest cost by \$69,000. However, this property would no longer pay real property taxes which would generate \$190,691 over 19 years based on 2015 appraised value and 2014 mill levy rates. This is a reduction in revenue to the Unified Government.

ALTERNATIVE 1

South Patrol TIF Analysis - New Construction within the Metropolitan Redevelopment District (TIF), Project Area 2

Date	Principal	Interest	Interest Due	Total P & I	Revenue - St. of KS	Excess TIF Revenue	Total U.G. Cost/Revenue Surplus
12/1/2015	---	---	---	---	---	---	---
12/1/2016	41,000	0.950%	61,311.00	102,311.00	-	-	(102,311)
12/1/2017	43,000	1.050%	60,921.50	103,921.50	-	-	(103,922)
12/1/2018	44,000	1.350%	60,470.00	104,470.00	-	-	(104,470)
12/1/2019	44,000	1.650%	59,876.00	103,876.00	-	-	(103,876)
12/1/2020	44,000	1.950%	59,150.00	103,150.00	-	-	(103,150)
12/1/2021	46,000	2.300%	58,292.00	104,292.00	-	283,637	179,345
12/1/2022	47,000	2.550%	57,234.00	104,234.00	-	169,501	65,267
12/1/2023	100,000	2.800%	56,035.50	156,035.50	-	172,036	16,001
12/1/2024	105,000	3.000%	53,235.50	158,235.50	-	174,795	16,560
12/1/2025	109,000	3.150%	50,085.50	159,085.50	-	177,777	18,692
12/1/2026	114,000	3.250%	46,652.00	160,652.00	-	180,984	20,332
12/1/2027	118,000	3.450%	42,947.00	160,947.00	-	184,414	23,467
12/1/2028	123,000	3.600%	38,876.00	161,876.00	-	183,068	21,192
12/1/2029	133,000	3.750%	34,448.00	167,448.00	-	185,497	18,049
12/1/2030	138,000	3.800%	29,648.00	167,648.00	-	188,101	20,453
12/1/2031	150,000	3.900%	24,594.00	174,594.00	-	190,880	16,286
12/1/2032	156,000	4.000%	19,134.00	175,134.00	-	194,059	18,925
12/1/2033	167,000	4.050%	13,294.00	180,294.00	-	197,420	17,126
12/1/2034	61,000	4.100%	7,138.00	68,138.00	-	-	(68,138)
12/1/2035	67,000	4.150%	3,735.00	70,735.00	-	-	(70,735)
Total	1,850,000		837,077.00	2,687,077.00	-	2,482,170	(204,907)

Dept. of Commerce one-time contribution 400,000
 Project Cost 2,250,000
 Adj. Project Cost (Project Cost - Dept. Comm. contribution) 1,850,000

Common Area Maintenance (CAM) Charges Estimate: Cost Per Sq. Ft.: \$2
 Building Size (sq. ft.): 10,000
 Annual CAM Cost Estimate: \$20,000

**Unified Govt. Estimated Net Project Cost
 (Financing and CAM) 2015 - 2035:**

(\$584,907)

ALTERNATIVE 2

South Patrol TIF Analysis - Alternative Location, Acquisition of Existing Building at 2710 S 42nd St.

Date	Principal	Interest	Interest Due	Total P & I	Revenue - St. of KS	Excess Revenue from Metro. Redvelop. District TIF	Total U.G. Cost/Revenue Surplus*
12/1/2015	---	---	---	---	---	---	---
12/1/2016	65,000	0.950%	38,220.00	103,220.00	-	-	(103,220)
12/1/2017	65,000	1.050%	37,602.50	102,602.50	-	-	(102,603)
12/1/2018	65,000	1.350%	36,920.00	101,920.00	-	-	(101,920)
12/1/2019	65,000	1.650%	36,042.50	101,042.50	-	-	(101,043)
12/1/2020	65,000	1.950%	34,970.00	99,970.00	-	-	(99,970)
12/1/2021	65,000	2.300%	33,702.50	98,702.50	-	-	(98,703)
12/1/2022	65,000	2.550%	32,207.50	97,207.50	-	-	(97,208)
12/1/2023	65,000	2.800%	30,550.00	95,550.00	-	-	(95,550)
12/1/2024	65,000	3.000%	28,730.00	93,730.00	-	-	(93,730)
12/1/2025	65,000	3.150%	26,780.00	91,780.00	-	-	(91,780)
12/1/2026	65,000	3.250%	24,732.50	89,732.50	-	-	(89,733)
12/1/2027	65,000	3.450%	22,620.00	87,620.00	-	-	(87,620)
12/1/2028	65,000	3.600%	20,377.50	85,377.50	-	18,116	(67,262)
12/1/2029	65,000	3.750%	18,037.50	83,037.50	-	360,473	277,435
12/1/2030	65,000	3.800%	15,600.00	80,600.00	-	362,977	282,377
12/1/2031	65,000	3.900%	13,130.00	78,130.00	-	365,505	287,375
12/1/2032	65,000	4.000%	10,595.00	75,595.00	-	368,060	292,465
12/1/2033	65,000	4.050%	7,995.00	72,995.00	-	370,639	297,644
12/1/2034	65,000	4.100%	5,362.50	70,362.50	-	-	(70,363)
12/1/2035	65,000	4.150%	2,697.50	67,697.50	-	-	(67,698)
Total	1,300,000		476,872.50	1,776,872.50	-	1,845,769	68,897

Project Cost Assumptions

\$1,300,000

Building Acquisition	\$650,000
Building Improvements	\$650,000

*With this scenario, the existing location would no longer pay real property taxes. The Unified Govt. share of real property taxes in 2015 is estimated to be \$10,036 (2014 mill levy). Holding appraisal constant at the 2015 level, total Unified Govt. property tax reduction over a 19-year period would be \$190,691.

Unified Govt. Estimated Net Project Cost 2015 - 2035:

(\$121,794)



Staff Request for Commission Action

Tracking No. 150186

140285

☐ Revised

☒ On Going

Type: Standard

Committee: Public Works and Safety Committee

Date of Standing Committee Action: 7/20/2015

(If none, please
explain):

Proposed for the following Full Commission Meeting Date:

8/13/2015

Confirmed Date: 8/13/2015

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

Date:	Contact Name:	Contact Phone:	Contact Email:	Ref:	Department / Division:
7/7/2015	Ken Moore	5070	kjmoore@wycokck.org		Legal

Item Description:

On August 25, 2014 the PW&S Standing was provided an update on the proposed South Patrol site. On December 18, 2014 the Commission authorized \$1,850,000 in G.O. debt to finance construction. The Commission has not specifically approved the site or the acquisition.

The following documents are attached:

South Patrol Site Summary, Site maps,

Donation Agreement,

Resolution directing the County Administrator to proceed with the acquisition of this specific site.

Action Requested:

Approve Resolution.

☐ Publication Required

Budget Impact: (if applicable)

Amount: \$

Source:

☐ Included In Budget Consistent with CMIP plans.

☐ Other (explain)

South Patrol Site Summary

July 2015

Prior Commission Action:

- October 16, 2014 – Commission authorized a new South Patrol facility in the CMIP with G.O. debt funding. Proposed location: Former Structural Steel site in Argentine.
- December 18, 2014 – Commission adopted R-122-14 authorizing \$1,850,000 in G.O. debt for an estimated 10,000 sq. ft. South Patrol facility located generally at 2200 Metropolitan Ave.
- Commission has not specifically approved site acquisition.

Proposed Site:

- 9 acre site located generally at 2300 Metropolitan Ave. to the east of the Walmart development.
- Owned by Argentine Retail Developers Inc. (ARD) who propose to donate it to the UG.
- A smelting and refining facility operated on the site from 1880 to 1901 and a steel fabrication facility from 1907 until 1984.
- Soil contamination was remediated by the EPA in 1993. A protective cap of crushed limestone and loess averaging a thickness of 4 ft. covers the site.
- 9 acre site consists generally of:
 - 1.5 acre “consolidated fill/berm area”
 - 3.5 acre soil fill area designated by KDHE
 - 0.7 acre detention pond to be constructed
 - 3.3 acre area available to construct facility

Terms of Donation:

- “As Is” – ARD makes no warranties as to condition of site.
- All or Nothing – UG requires a 2-3 acre site. ARD unwilling to subdivide.
- ARD requires a “charitable contribution” donation pursuant to the IRS Code which limits use to “public purposes”.
- Value determined by ARD to be \$1.66 M or \$4.25 sq. ft. for the entire 9 acres. The appraisal minimizes the environmental/contamination impact.

- ARD requires a “Soil Fill Easement” on the site to allow future deposit of material from the ARD Development. This would include additional contaminated material.
- UG releases ARD and assumes KDHE/EPA responsibilities and obligations.
- Independent access to site impractical. ARD grants UG an Access Easement across ARD Development. UG pays 16% of the costs to repair and maintain ARD’s access roads.

Environmental Issues:

- Site cannot be used for:
 - Residential purposes of any type;
 - Public use area, school, educational or daycare center, playground, outdoor recreational area, or park;
 - Any agricultural purpose.
- Consolidated fill/berm area:
 - 1993 EPA remediation relocated the contaminated soil and material to this location at southeast corner of the site.
 - Covered with a minimum 6 in. layer of soils stabilized/solidified via mixture with cement, followed by a 6 in. layer of gravel, geotextile fabric, and a 12 in. layer of clean soil with vegetation.
 - Public access restricted through posting of signs, fences, or by other physical structures or notices.
 - No use allowed within fenced-in area without KDHE approval.
- KDHE/EPA Compliance:
 - Site subject to various written agreements to be assumed by UG.
 - KDHE conducts annual testing and reporting. Costs to be paid by UG.
 - UG responsible for all required repairs or maintenance.
 - Soil cannot leave the site.

RESOLUTION NO. _____

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

That the County Administrator is hereby authorized and directed to execute in the name of the Unified Government of Wyandotte County/Kansas City, Kansas, all documents and agreements necessary to acquire property necessary for the South Patrol Facility CMIP 978-9242, specifically Parcel 246000, in accordance with the terms and conditions presented to and reviewed by the Board of Commissioners, with such changes therein as shall be approved by the officers of the Unified Government executing such document, such officers' signature thereon being conclusive evidence thereof.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
THIS _____ DAY OF _____ 2015.**

Unified Government Clerk

Approved as to Form:

Unified Government Counsel

DONATION AGREEMENT

Argentine Retail Developers, Inc. ("Donor") and the Unified Government of Wyandotte County / Kansas City, Kansas ("Donee") have hereby executed this Donation Agreement (this "Agreement") on this 12th day of June, 2015, pursuant to which Donor agrees to donate to Donee approximately 8.99 acres of real property located in Kansas City, Kansas, in the vicinity of the Northeast corner of Metropolitan Avenue and S. 24th Street, all as more specifically set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of Donor and Donee, the parties hereby agree as follows:

1. Donee: Unified Government of Wyandotte County / Kansas City, Kansas
2. Donor: Argentine Retail Developers, Inc.
3. Donated Property: Approximately 8.99 acres of real property, more specifically described on Exhibit A, attached hereto, and generally depicted on Exhibit B, attached hereto.
4. Donated Property Value: The Donated Property shall be donated by Donor to Donee at Closing, and Donee shall not be responsible for any payment of purchase price in connection with Donated Property. Donee shall only be responsible for the payment of reasonable title and closing costs in connection with the conveyance of the Donated Property to Donee. The value of the Donated Property, for the purposes of determining Donor's charitable contribution, shall be determined by an appraiser engaged by Donor, and said value shall be agreed to by Donee and shall be controlling for the purposes of such charitable contribution. Donor has provided Donee with said appraisal which shall be used for these purposes. . On the Closing Date, Donee will provide to Donor an executed IRS Form 8283 setting forth the value of, and evidencing the donation of, the Donated Property.
5. Closing Date: The donation and conveyance of the Donated Property (the "Closing") shall occur on such date as determined by Donee upon no less than 10 days' prior notice to Donor (the "Closing Date"); provided, that the Closing Date shall occur on or prior to August 31, 2015. If the Closing hereunder has not occurred on or prior to such date, this Agreement shall automatically terminate.
6. Public Purpose: Donee agrees and covenants that the Donated Property shall be used exclusively for "public purposes", as such term is used in Section 170 of the Internal Revenue Code of 1986, as amended.
7. Environmental Conditions. Donee agrees and acknowledges that the Donated Property is subject to certain documents related to environmental condition of the property, including: (i) that certain First Modification of the Agreement and Covenant Not to Sue, dated January 28, 2014, by and between Donor and the United State Environmental Protection Agency (the "EPA"), (ii) that certain

Environmental Use Control Agreement, dated January 27, 2014, by and between Donor and the Kansas Department of Health and Environment (the "KDHE"), and (iii) that certain Long-Term Care Agreement, dated January 27, 2014, by and between Donor and the KDHE (collectively, the "Environmental Agreements"). Donee agrees that it shall at Closing assume any and all responsibilities and obligations under said Environmental Agreements as they relate to the Donated Property, including without limitation, the obligations to pay any and all fees and other payments thereunder as they relate to the Donated Property, and Donor shall thereafter be released from any and all responsibilities and obligations under the Environmental Agreements with respect to the Donated Property. Further, Donee agrees that it shall cooperate with Donor in all respects as necessary to cause the EPA and the KDHE to consent to the assumption by Donee of any and all responsibilities and obligations under the Environmental Agreements with respect to the Donated Property, as well as the release of Donor from all responsibilities and obligations under the Environmental Agreements as they relate to the Donated Property.

8. **Access.** Donee agrees and acknowledges that access to the Donated Property is currently available only via certain streets and roads located upon real property owned by Donor and located adjacent to the Donated Property to the West (the "Development Property"). Further, Donee acknowledges that it shall have rights to access the Donated Property through the Development Property pursuant to that certain Blanket Access Easement, recorded with the Wyandotte County Register of Deeds on March 13, 2014, as Document No. 2014R-03101 (the "Access Easement"). Pursuant to the Access Easement, Donee shall have the rights to vehicular access to the Donated Property. Notwithstanding the foregoing, Donee shall use its best effort to limit its access to the Donated Property to those streets identified as "Access Roads" on Exhibit C, attached hereto and incorporated herein (the "Access Roads"). Further, Donee agrees that it will pay sixteen percent (16%) of any and all costs, expenses, and other amounts associated with the operation, repair, maintenance, and replacement of the Access Roads; provided, that Donee's obligation hereunder to pay such costs, expenses, or amounts shall not commence until the latter of: (i) the date occurring five (5) years following the Closing Date, or (ii) the date on which Donor receives temporary certificates of occupancy in connection with each and every outparcel lot located on the Development Property. The parties agree to negotiate a new, revised, or amended Access Easement prior to Closing, to be executed at Closing, for the purposes of incorporating the provisions of this Section 8, which provisions shall survive closing.
9. **Soil Fill Easement.** At Closing, Donee and Donor agree that they shall execute and record a Soil Fill Easement in favor of Donor, which easement shall permit Donor to permanently deposit fill soil and materials removed from the Development Property on to the Donated Property. The areas on which Donor may deposit such fill soil and materials shall be limited to the extreme Eastern portion of the Donated Property or as otherwise agreed by the parties. Donor agrees and acknowledges that it shall be solely responsible for any and all environmental liability related to Donor's deposit of fill soil and materials placed upon the Donated Property by Donor or anyone acting on its behalf. Further, Donor agrees that it shall restore to original condition any and all damage caused to the Donated Property as a result of Donor's use thereof. The parties shall negotiate a form of Soil Fill

Easement prior to the Closing Date, to be executed at Closing for the purposes of incorporating the provisions of this Section 9, which provisions shall survive closing.

10. Investigation of Donated Property. Upon the execution of this Agreement, Donee shall have the right to enter upon and investigate the Donated Property; provided that Donee agrees and acknowledges that, as a result of the Environmental Agreements, any and all Invasive testing shall be strictly prohibited. Donee hereby indemnifies and holds Donor harmless from any and all claims, damages, costs, and otherwise related to Donee's Investigations in connection with the Donated Property.
11. Donee's Purpose. Donee agrees that it shall be Donee's responsibility to investigate the Donated Property to determine if it is suitable for Donee's purposes, and Donor makes no representations as to the condition or use of the Donated Property for any purpose whatsoever. Additionally, Donee agrees and acknowledges that it shall be fully responsible for any and all approvals, consents, improvements, or otherwise required in connection with Donee's use of the property, including without limitation, any approvals from the Kansas Department of Health and Environment and the U.S. Environmental Protection Agency, as well as the extension and construction of any and all utilities to the Donated Property and the construction of any stormwater retention / detention facilities required thereon.
12. Title. Immediately following execution of this Agreement, Donee shall order a title commitment by which the Title Company commits to insure fee title to the Donated Property in Donee; provided, that in no event shall Donor be obligated to cure any title matters related to the Donated Property. Donee shall pay the costs of any title insurance policy issued at Closing, as well as any costs charged by the Title Company.
13. Assignment. Donee may not assign this Agreement without the prior written consent of Donor.
14. Donor Representations & Warranties: As-Is. Donor represents that it is the fee owner of the Donated Property and that Donor has the authority to enter into this Agreement. Donee hereby agrees and acknowledges that it is accepting the Donated Property "as is", "where is", "with all faults", and without express or implied warranties of any kind or nature whatsoever. The warranties hereby disclaimed include, without limitation, implied warranties of merchantability, habitability, tenantability, and fitness for any particular purpose.

[Remainder of Page Intentionally Blank]

Donee and Donor hereby execute this Agreement on the dates set forth next to their signatures below.

Argentine Retail Developers, Inc.

By: _____
Hunter Harris, President

Unified Government of Wyandotte County / Kansas City, Kansas

By: _____
Douglas G. Bach, County Administrator

EXHIBIT A

Legal Description of Donated Property

Part of Lot 1, Argentine Industrial Park, a subdivision in Kansas City, Wyandotte County, Kansas, as Recorded in Book 37 at Page 28 and being more particularly described as follows:

Commencing at the intersection of the East Right of Way line of 24th Street and the North Right of Way line of Metropolitan Avenue, as road now exists, said point being referenced as Point B on said Final Plat of Argentine Industrial Park; thence South $89^{\circ}50'30''$ East, along said North Right of Way line, a distance of 26.68 feet; thence South $00^{\circ}02'08''$ East (South $00^{\circ}01'50''$ West Platted), a distance of 60.00 feet; thence South $36^{\circ}07'22''$ East, a distance of 83.02 feet (North $36^{\circ}07'05''$ West, 83.11 feet Platted); thence South $89^{\circ}50'30''$ East (Measured and Platted); a distance of 598.00 feet to the Point of Beginning; thence North $00^{\circ}03'51''$ East departing said North Right of Way line and South line of said Lot 1, a distance of 714.52 feet to a point on the North line of said Lot 1 and the South Right of Way line of the BNSF Railroad; thence South $71^{\circ}56'29''$ East (South $71^{\circ}56'16''$ East Platted), a distance of 349.70 feet continuing along said South line; thence North $89^{\circ}44'01''$ East, a distance of 139.95 feet (North $89^{\circ}44'41''$ East, 140.00 feet Platted); thence South $71^{\circ}56'29''$ East, a distance of 498.80 feet (South $71^{\circ}56'16''$ East, 498.92 feet Platted); thence North $00^{\circ}18'17''$ East (North $00^{\circ}18'30''$ East Platted), a distance of 6.30 feet (Measured and Platted); thence South $71^{\circ}56'29''$ East (South $71^{\circ}56'16''$ East Platted), a distance of 127.92 feet (Measured and Platted) to the Northeasterly most corner of said Lot 1; thence South $13^{\circ}25'14''$ West, a distance of 45.28 feet (South $13^{\circ}25'27''$ West, 45.37 feet Platted) to the Northeast corner of Tract A, Hodg Subdivision; thence Westerly along the North line of said Hodg Subdivision the following courses: thence North $71^{\circ}56'13''$ West, a distance of 109.11 feet; thence along a curve to the left having an Initial Tangent Bearing North $88^{\circ}16'31''$ West, a radius of 795.00 feet and an Arc Length of 484.78 feet to the Northwest corner of Lot 1, Hodg Subdivision; thence South $05^{\circ}04'56''$ West (South $05^{\circ}05'55''$ West Platted) along the West line of said Lot 1, Hodg Subdivision, a distance of 281.46 feet to the Southwest corner of said Lot 1, Hodg Subdivision and the Southeast corner of said Lot 1, Argentine Industrial Park, said point being on the North Right of Way line of said Metropolitan Avenue; thence North $89^{\circ}50'30''$ West along the South line of said Lot 1 and the North Right of Way line of said Metropolitan Avenue, a distance of 470.51 feet to the Point of Beginning. Said tract contains 391,517 square feet, 8.99 acres, more or less.

EXHIBIT B

General Depiction of Donated Property



EXHIBIT C

Access Roads







Staff Request for Commission Action

Tracking No. 15168

Full Commission Meeting Date: 10/26/2015

Committee: Public Works & Safety

Date of Standing Committee Action: 10/26/15

Full Commission Date: 10/29/15

(If none, please explain):

Publication Required: No

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
10/14/2015	Jennifer Myers, Senior Attorney	x5084	jmyers@wycokck.org	Legal

Item Description:

Update on body-worn cameras grant.

Action Requested:

For discussion only

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Body Camera Award Package



Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

September 21, 2015

The Honorable Mark Holland
Unified Government of Wyandotte County/Kansas City
701 North 7th Street, Room G-2
Kansas City, KS 66101-3065

Dear Mayor Holland:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 15 Body-Worn Camera Policy and Implementation Program: Implementation of New BWC Program for Mid-Sized Agencies in the amount of \$352,500 for Unified Government of Wyandotte County/Kansas City.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Gerardo Velazquez, Program Manager at (202) 353-8645; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script, reading "Denise O'Donnell".

Denise O'Donnell
Director

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: askOCR@usdoj.gov

Website: www.ojp.usdoj.gov/ocr

September 21, 2015

The Honorable Mark Holland
Unified Government of Wyandotte County/Kansas City
701 North 7th Street, Room G-2
Kansas City, KS 66101-3065

Dear Mayor Holland:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOSubmission@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

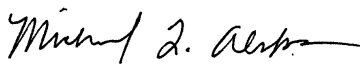
If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

 Department of Justice Office of Justice Programs Bureau of Justice Assistance	Cooperative Agreement	PAGE 1 OF 8																
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Unified Government of Wyandotte County/Kansas City 701 North 7th Street, Room G-2 Kansas City, KS 66101-3065	4. AWARD NUMBER: 2015-DE-BX-K032																	
	5. PROJECT PERIOD: FROM 10/01/2015 TO 09/30/2017 BUDGET PERIOD: FROM 10/01/2015 TO 09/30/2017																	
	6. AWARD DATE 09/21/2015	7. ACTION Initial																
	8. SUPPLEMENT NUMBER 00																	
2a. GRANTEE IRS/VENDOR NO. 481194075	9. PREVIOUS AWARD AMOUNT \$ 0																	
2b. GRANTEE DUNS NO. 030693592	10. AMOUNT OF THIS AWARD \$ 352,500																	
3. PROJECT TITLE Kansas City, Kansas Police Department Body Worn Cameras Pilot	11. TOTAL AWARD \$ 352,500																	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).																		
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY15(BJA - Body-worn Cameras) 42 USC 3756(a)(1); 42 USC 3715 note																		
14 . CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program																		
15. METHOD OF PAYMENT GPRS																		
AGENCY APPROVAL GRANTEE ACCEPTANCE																		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director	18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Mark Holland Mayor																	
17. SIGNATURE OF APPROVING OFFICIAL 	19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE																
AGENCY USE ONLY																		
20. ACCOUNTING CLASSIFICATION CODES <table><tr><td>FISCAL YEAR</td><td>FUND CODE</td><td>BUD. ACT.</td><td>DIV. REG.</td><td>OFC.</td><td>SUB.</td><td>POMS</td><td>AMOUNT</td></tr><tr><td>X</td><td>B</td><td>DE</td><td>80</td><td>00</td><td>00</td><td></td><td>352500</td></tr></table>	FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.	OFC.	SUB.	POMS	AMOUNT	X	B	DE	80	00	00		352500	21. PDEUGT1589	
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.	OFC.	SUB.	POMS	AMOUNT											
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PROJECT NUMBER 2015-DE-BX-K032

AWARD DATE 09/21/2015

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Part 200 Uniform Requirements, which were first adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

If this 2015 award supplements funds previously awarded by OJP under the same award number, the Part 200 Uniform Requirements apply with respect to all award funds (whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2015 award.

Potential availability of grace period for procurement standards: Under the Part 200 Uniform Requirements, a time-limited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 C.F.R. 200.317 through 200.326).

For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide").
3. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of the Standard Assurances executed by the recipient, and may result in suspension of funding until such time as the recipient is in compliance, or termination of the award.
4. The recipient understands and agrees that OJP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.
5. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
6. The recipient and any subrecipients must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by - mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530 e-mail: oig.hotline@usdoj.gov hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at www.usdoj.gov/oig



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PROJECT NUMBER 2015-DE-BX-K032

AWARD DATE 09/21/2015

SPECIAL CONDITIONS

7. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient --

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized to make subawards or contracts under this award --

a. it represents that --

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

8. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



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SPECIAL CONDITIONS

10. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
11. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
12. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").
13. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
14. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
15. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
16. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
17. A recipient that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).
18. The recipient must collect, maintain, and provide to OJP, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.



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19. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.
20. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
21. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
22. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal and State law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. Noncompetitive (e.g., sole source) procurements by the award recipient in excess of the Simplified Acquisition Threshold (currently \$150,000) set out in the Federal Acquisition Regulation must receive prior approval from the awarding agency, and must otherwise comply with rules governing such procurements found in the current edition of the OJP Financial Guide.
23. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
24. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
25. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
26. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



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**AWARD CONTINUATION
SHEET**
Cooperative Agreement

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PROJECT NUMBER 2015-DE-BX-K032

AWARD DATE 09/21/2015

SPECIAL CONDITIONS

27. The recipient acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

28. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.
29. All program authority and responsibility inherent in the Federal stewardship role shall remain with the Bureau of Justice Assistance (BJA). BJA will work in conjunction with the recipient to routinely review and refine the work plan so that the program's goals and objectives can be effectively accomplished. BJA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.
30. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.



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PROJECT NUMBER 2015-DE-BX-K032

AWARD DATE 09/21/2015

SPECIAL CONDITIONS

31. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.



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SHEET**
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PROJECT NUMBER 2015-DE-BX-K032

AWARD DATE 09/21/2015

SPECIAL CONDITIONS

32. The recipient is authorized to obligate, expend, or draw down funds in an amount not to exceed 10% of this award for the sole purpose of developing a Body-Worn Camera (BWC) policy. The BWC policy must be submitted no later than 180 days of award acceptance, unless an extension for good cause shown has been granted by BJA. The recipient is not authorized to incur any additional obligations, make any additional expenditures, or draw down any additional funds until BJA has approved the recipient's completed BWC policy and has issued a Grant Adjustment Notice (GAN) removing this condition.
33. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.
34. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
35. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2015-DE-BX-K032 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the OJP Financial Guide provides guidance on allowable printing and publication activities.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for Unified Government of Wyandotte County/Kansas City

Awards under this program will be used to plan or implement a body worn camera program. None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction.
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation which will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

 Department of Justice Office of Justice Programs Bureau of Justice Assistance	GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY Cooperative Agreement	
	PROJECT NUMBER 2015-DE-BX-K032	PAGE 1 OF 1
This project is supported under FY15(BJA - Body-worn Cameras) 42 USC 3756(a)(1); 42 USC 3715 note		
1. STAFF CONTACT (Name & telephone number) Gerardo Velazquez (202) 353-8645		2. PROJECT DIRECTOR (Name, address & telephone number) Rodney Smith Major Rodney Smith, Executive Officer 701 NORTH 7TH STEET SUITE 330 KANSAS CITY, KS 66101 (913) 573-6014
3a. TITLE OF THE PROGRAM BJA FY 15 Body-Worn Camera Policy and Implementation Program: Implementation of New BWC Program for Mid-Sized Agencies		3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)
4. TITLE OF PROJECT Kansas City, Kansas Police Department Body Worn Cameras Pilot		
5. NAME & ADDRESS OF GRANTEE Unified Government of Wyandotte County/Kansas City 701 North 7th Street, Room G-2 Kansas City, KS 66101-3065		6. NAME & ADRESS OF SUBGRANTEE
7. PROGRAM PERIOD FROM: 10/01/2015 TO: 09/30/2017		8. BUDGET PERIOD FROM: 10/01/2015 TO: 09/30/2017
9. AMOUNT OF AWARD \$ 352,500		10. DATE OF AWARD 09/21/2015
11. SECOND YEAR'S BUDGET		12. SECOND YEAR'S BUDGET AMOUNT
13. THIRD YEAR'S BUDGET PERIOD		14. THIRD YEAR'S BUDGET AMOUNT
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) The Body Worn Camera Pilot Implementation program (BWC PIP) provides funding to limited units of local government and federally recognized Indian tribes that perform law enforcement functions, as determined by the department of the interior, and any department, agency, or instrumentality of the foregoing that performs criminal justice functions (including combinations of the preceding). The Body-Worn Camera Pilot Implementation Program (BWC PIP), funded under a statutory set-aside for technology purposes (42 U.S.C. § 3756(a)(1)), will support the implementation of body-worn camera programs in law enforcement agencies across the country. The intent of the program is help agencies develop, implement or enhance, and evaluate a BWC program as one tool in a law enforcement agency’s comprehensive problem solving approach to enhance officer interactions with the public and build community trust. Elements of such an approach include: Implementation of a BWC program developed in a planned and phased approach; Collaboration that leverages partnerships with cross-agency criminal justice stakeholders including prosecutors and advocacy organizations;		

Implementation of appropriate privacy policies; Implementation of operational procedures and tracking mechanisms; Training of officers, administrators, and associated agencies requiring access to digital multimedia evidence (DME); Adoption of practices and deployment of BWC programs appropriately addressing operational requirements.

CA/NCF



Staff Request for Commission Action

Tracking No. 1582

Full Commission Meeting Date: 10/26/2015

Committee: Public Works & Safety

Date of Standing Committee Action: 10/28/15

Full Commission Date: 11/12/15

(If none, please explain):

Publication Required: No

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
10/14/2015	Janice Scott, Program Coordinator	x5423	jscott@wycokck.org	Public Works

Item Description:

A communication from members of the Evangelistic Center Church, 1800 Washington Blvd., requesting an honorary street name designation at 6th Street and Quindaro Blvd. in honor of Rev. Willie C. Vaughn, Jr., submitted by Lideana Laboy, Public Works/Traffic. (Sign to read: Rev. W.C. Vaughn, Jr. Ave.)

Action Requested:

Request approval and forward to full commission.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Evangelistic Center Church letter, Honorary Street Name Policy



Evangelistic

All People Matter to God

June 25, 2015

Mr. Mike Tobin, Director Public Works Department
Wyandotte County Unified Government Kansas City, Kansas
701 N. 7th Street, Suite 712
Kansas City, Kansas 66101

Dear Mr. Tobin:

Allow me to introduce myself. My name is Latoria Chinn and I am a member and Trustee of the Evangelistic Center Church, 1800 Washington Boulevard, Kansas City, Kansas where Bishop Jack C. Vaughn is the Senior Pastor. Our Bishop's Father, the late Rev. Willie C. Vaughn, Jr. founded our 1st church location at 618 Quindaro in 1965, *yes, 50 years ago!*

In honor of our 50th year church anniversary we want to *honorably* rename a street intersection, **6th Street and Quindaro Boulevard** in the Founder's name, **REV. WILLIE C. VAUGHN, JR. AVENUE**. We are approaching the Unified Government Public Works Department asking for consideration and *your consent*. We understand that the original street sign will remain the same and a new brown "*honorary sign*" will adorn the top. We understand that approaching The Public Works Department is only part of the process and should we gain your consent the request then proceeds to the Board of Commissioners. We are wanting to be on your July 2015 Agenda.

We have enclosed pertinent supplemental supporting information concerning **Founder Rev. Willie C. Vaughn, Jr.** to assist you with your decision along with pictures. Should you have any questions, please feel free to **call me at 913.271.2212**. We thank you for your time and we look forward to hearing from you soon!

Sincerely,

Latoria J. Chinn, *Trustee*
Evangelistic Center Church
Kansas City, Kansas



*"Lift Your Hands And Tell The Lord
Thank You"*

"I Made It Over"

Miracle

"Eventually one day they are going to pronounce your death, but they don't know you are going to be more alive then, because your coming here is nothing but a release from eternity. And your presence when you took your first breath was nothing but the beginning towards your last breath. So time is nothing but an eternity, a parenthesis between two eternities. But somehow it got closed and you are just living between it. And since you came from eternity you are on your way back to eternity. Death is nothing but an instrument in the hand of the infinite that he uses to break the parenthesis, so you can go back out of time into eternity. Death will be the last magnificent miracle."

- The Late Dr. Frederick G. Sampson

THE LIFE ♦ THE LEGACY ♦ THE LOVE

Willie Cornelius Vaughn entered this life on October 17, 1918 in Vernon, Alabama. It was not the best of times. The nation was at war, and people spoke painfully of the lost of life.

The small community of Vernon gathered often to talk about the war. They were alienated socially, deprived economically and restricted educationally, but they all found time to dream of a better future and to instill the hope of a better life for their children.

As a young boy, Dad Vaughn went to his mother and asked, "How do I get to know about this God they are preaching about?" His mother told him, "you just gotta pray!" Not long afterwards, Dad was in a cotton field in Arkansas and he told God, "If you are up there, my momma said that if I would pray and ask you to come into my heart, you would." He continued, "I want you to come into my heart." Dad said, "HE did!" And immediately, he felt the presence of the Lord at that cotton field. And from that day forth he has always had a yearning to know the Lord "in a real way!" He would often remind the Church that "if God can be real in the cotton field, he can be real anywhere!"

As a young man, Dad Vaughn met and married Legusta Campbell. To this union, eleven children were born. Dad Vaughn enlisted in the United States Army and was stationed at San Diego, California where he excelled as a serviceman. Leaving the military service, Dad enlisted in trade school where he excelled in the craftsmanship of brick-masonry. It would be this trade that would anchor, settle, and support the Vaughn's for more than 40 years.

Dad Vaughn's thirst for righteousness and the holiness of God remained a constant "plumb line" for steering the family. While others sought channels of accommodation and compromise, Dad Vaughn stayed the course of fervent faith in God. They believed that if they introduced their children to Christ at an early age, if they poured into them a love for the word of God, and cultivated an appreciation for a lifestyle of holiness it would make a difference in their life and future. And it did!

Dad Vaughn's accepted his call to preaching the Gospel while serving in the military. Not long after returning home from the military, he attended the Baptist church before joining the Church of God in Christ, Inc., under the leadership of Elder E. D. Wilson. He labored with Elder Wilson for three decades. Dad's faithful and fruitful work lead to the call to evangelism. Ultimately he became president of the Evangelist Board of the Kansas East Church of God in Christ. The work grew through many crusades and conventions that drew historic crowds.

The call to the pastorate would become the inevitable outcome of Dad's impact in ministry. He established the Evangelist Temple Church of God in Christ in Kansas City, Kansas. The church immediately impacted the surrounding community by the Church's outreach to the hungry, the naked, and economically deprived. Furthermore, Dad's outreach and ministry for children in the community is still a key element of the Evangelistic Center Church today with over 200 active children enrolled in the children's ministry.

Dad was a living testimony of "Now Faith!" In May of 1976, the Lord impressed upon Dad to expand his work in Topeka, KS and Evangelistic Center West was founded. Twenty seven years later the church was thriving and growing with First Lady Mother Vaughn playing a key role in its development and Arnold Vaughn, Dad's third eldest son, as the pastor.

After 30 years of pastoring Dad breached into more of a counseling and advisory role. During this time Dad begin to gently release more responsibilities on his son, then co-pastor, Elder Jackie C. Vaughn. It was during this season of Dad's life, he began to advise and counsel great men such as Bishop Carlton D. Pearson. Due to the great impact Dad had on Bishop Pearson's life, Bishop Pearson felt impressed by God to have Dad serve on the Azusa Fellowship Board. Bishop Pearson's love for Dad, and his respect for Dad's counsel grew to the point that he would send for Dad a week before the fellowship conference would begin. Bishop Pearson would have Dad with him sitting directly behind him during the fellowship services. It was during this time that Dad gained international recognition.

Dad Vaughn's passion for prayer attracted thousands of Azusa attendees to Dad's Morning Glory prayer services. It was at these prayer services that his "Barn Yard Philosophy" became popular. This popularity opened doors for Dad to preach for great men such as Bishop Earl Paulk, Cathedral at Chapel Hill, Atlanta, GA; Pastor Benny Hinn's Kansas City crusade; Dr. Fredric Price, Faith Dome, Los Angeles, CA and many more. Dad's sound counsel and relationship with Bishop Pearson led many other great men of stature to call upon Dad for advice. Men such as Bishop T. D. Jakes, Potter House, Dallas, TX; Dr. Myles Munroe, Bahamas Faith Ministries, Nassau, Bahamas found great comfort in Dad's words of wisdom. It was because

THE LIFE ♦ THE LEGACY ♦ THE LOVE

of Dad's great faith and passion for the things of God, that Bishop Pearson and the members of the Azusa Fellowship Board, presented Dad an honor of recognition Reward. This was done at a special ceremony at the Azusa Fellowship Conference. It was truly amazing to see how Dad made such impact on the lives of such ordinary people. Whether he was on a platform before thousands, sitting one-on-one with great men or sitting at home around the table, Dad was always poised to speak words of wisdom and comfort.

Hospitality was a natural part of Dad's life along with Mother Vaughn. Dad Vaughn also was a great outdoorsman. He was known as a "Crackshot Marksman". Great men such as Bishop J. O. Paterson, Sr., Bishop J. A. Blake, Bishop Grady, Bishop William McDonald and Bishop Jacob Cohen were hunting buddies of Dad Vaughn. On many occasions, Mom Vaughn would be informed at a moments notice, that she would be entertaining. And, after a few hours she would have prepared a feast fit for royalty. This is the kind of hospitality and legacy that continues to permeate the Vaughn household even to this day.

And now this curtain has been drawn. He has finished his course, and is now in that realm where he can receive his reward. He heard the voice of the Lord saying, "Well done, my good and faithful servant." Eternal life, that began here, continues on a higher plane. Faithfulness, commitment, dedication, and perseverance are exchanged for a crown of righteousness. On the streets of Glory, he has lifted his voice, cares are all past, he is home at last, ever to rejoice.

Who was this man we call Dad Vaughn?

As Founder

This historical evidence of our rich heritage and tradition of Kingdom building shows us the apostolic spirit of this servant. Dad's labors of love reflected the many years of dedicated service. He has shared with thousands through various mediums of ministry. Dad Vaughn, along with sons Elder Willie, III and Supt, Jack Vaughn, pastor of Evangelistic Center Cathedral of Hope, shared in radio ministry on KCLO, KPRT and KGGN for 38 years. That outreach ministry continues on KPRT with Supt Jack Vaughn.

As Pastor

He didn't mind sharing his "Barnyard Philosophy" and love wherever he ministered. He was a leader, and helped many in the development of their Christian character. He cared for his sheep. "Love does make the difference." "A city is no stronger than it's gates."

As Father

From the youngest to the oldest his unshakeable faith, generosity and courage has been a strong point, and has made him a "patriarchal icon" to the family. We treasure him for helping us make it this far. "It does take the manure to grow the potato!" He taught the value of growing where God planted you. God is thanked for coloring him "Father."

As Grandfather

He was our hero! He was a man of distinction. We knew if we had a problem, Grandfather would assist us in finding a solution. One of our fondest memories is that of Uncle Jack as model for Hallmark Cards opening the door for Grandfather to pose a grandfather image on the front of many cards. There was something special about that smile. It depicted his effervescent personality. His persona was magnetic. Grandfather drew many people to him not just his grandchildren.

Dad's daughters, Ethel Mae and Katherine "Chante" Vaughn-Taylor preceded him in death. Mother Legusta Campbell-Vaughn survives her husband as well as his children, Rev. Willie L. Vaughn, III; Dorothy J. Vaughn-Hill; Dr. George S. L. Vaughn, (Patricia), [Detroit, MI]; Dr. Betsy J. Vaughn-Jackson (Supt. Milton) [Topeka, KS]; Alma F. Vaughn-Hampton (Theodis); Supt/Pastor Jackie C. Vaughn (Carolyn); Pastor Arnold E. Vaughn I (Davita); Minister Vernon Vaughn (Debra) and Deborah Vaughn Daniels. He also leaves to celebrate his life 34 grandchildren and 43 great grand children who set at his feet during his final few moments with us. He also leaves behind to celebrate his life a host of friends and extended church family members. His body died but his soul lives on.

THE MINISTRY



Continued

Willie "Dad" Vaughn and
Logusta Campbell Vaughn



✦ DAD VAUGHN'S GOLDEN NUGGETS ✦

"It takes manure to grow potato"

"The thing you got to consider is..."

"Let me clinch that nail"

"You got to be a zero before you can be a one"

"Lord make us one"

"Lift those hands and tell the Lord thank you"

"I hope those few lines found you well"

*"Wipe that frown off your face, get those berets out of
your hair...(radio broadcast)"*

"I feel cold spirits"

"Stay away from negative talking people"

*"A man is smarter than a woman,
but a woman can beat him thinking"*

*"There's no problem being hen pecked as long as your hen is
doing the pecking"*

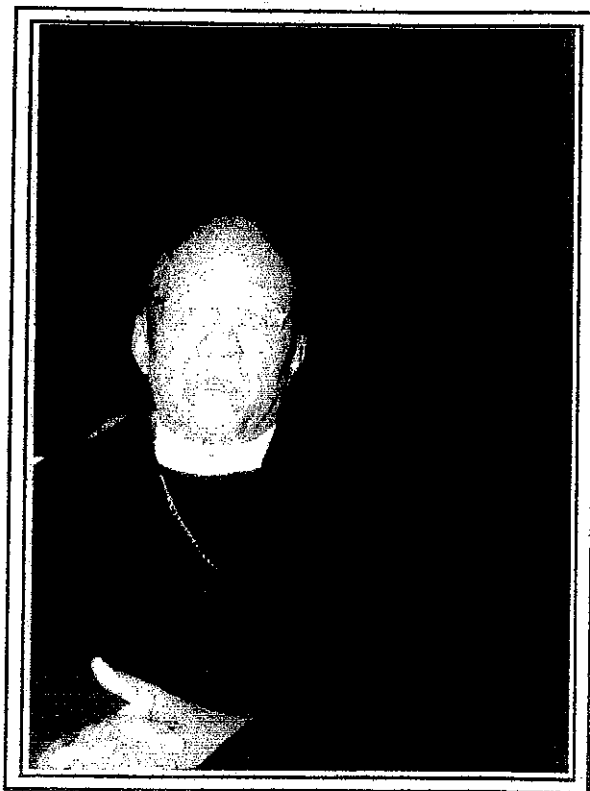
"Love makes the difference"

✦ FAVORITE SONGS ✦

*If I can just hold out until tomorrow
All of my appointed time
Walk with me Lord
Through the years we keep on toiling
By the grace of the Lord
Just another day that the Lord has kept me
Jesus keep me near the cross
He wouldn't let it be*

CELEBRATING THE LIFE, THE LEGACY AND THE LOVE OF
SUPERINTENDENT WILLIE VAUGHN JR.
"DAD VAUGHN"

OCTOBER 17, 1918 – DECEMBER 30, 2003



UNHEROLD HERO AND UNCROWNED KING

SATURDAY JANUARY, 3 2004
MEMORIAL HALL
600 N 7TH ST.
KANSAS CITY, KS 66101

OFFICIANTS - ELDER JOHN PHELTS, PASTOR HAROLD JOHNSON



**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY
& KANSAS CITY, KANSAS
PUBLIC WORKS DEPARTMENT**

ONE McDOWELL PLAZA

701 NORTH 7TH STREET, SUITE 712
KANSAS CITY, KANSAS 66101

(913) 573-5400
FAX (913) 573-5727

**MEMORANDUM
GUIDELINES FOR THE REQUEST OF HONORARY SIGNS**

This procedure is for long-term but temporary supplemental street renaming. The Unified Government reserves the right to remove the supplemental street name at anytime. The result of this process is the installation of street name signs in the 'cultural interest' colors of white letters on brown background and installs them in the same orientation as the permanent green and white street name sign. The honorary street designation has no effect on the platting or actual street addressing of any properties along the street where the honorary designation is approved.

Honorary street renaming of any type utilizes the following procedures:

- An organization or neighborhood group must sponsor the request. They must submit a formal request to either their area commissioner or the Director of Public Works stating their request and the reasons behind the request. This request is to be on letterhead of the organization and signed by the sponsoring party.
- The organization or neighborhood group must select a street segment or a series of street segments that they desire to have the honorary designation. UG staff cannot assist in the determination of appropriateness of the routes.
- The requesting organization must create and circulate a petition of support for their request. The petition must be supported by 51 percent of the landowners or tenants on properties adjacent to the section of street that is to have honorary renaming.
- The petition should include a written description of the reason(s) to support the request including information about contribution to the WYCO community, neighborhood or organization, before and after pictures (if available), background information about the person or organization for which the honorary sign is requested.
- If the renaming is to be for a church or a pastor, and the street section has other churches along it, the petition must be signed by 100 percent of the churches.
- The petition is reviewed by public works staff to assure that the necessary percentage of signatures has been provided.
- The Director of Public Works submits the request to Public Works Standing Committee.
- Public Works Standing Committee votes on the request and then forwards the request to the entire commission.

- After approval by the entire commission, Street Department prepares street name signs in the 'cultural interest colors of white letters on brown background' and installs them in the same orientation as the permanent green and white street name sign.
- There is no fee for standard sizes signs that are to be mounted above STOP signs. Installation will be arranged by the Street Department for any sign install in public right-of-way.
- All request shall be sent to the following address:

Public Works Director
Public Works Department
701 N 7th St, Suite 712
Kansas City, Ks 66101

If you have any questions or concerns please feel free to contact Lideana Laboy at (913) 573-5700 or by email at llaboy@wycokck.org.



Staff Request for Commission Action

Tracking No. 15163

Full Commission Meeting Date: 10/26/2015

Committee: Public Works & Safety

Date of Standing Committee Action: 10/26/15

Full Commission Date: 11/12/15

(If none, please explain):

Publication Required: No

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
10/14/2015	Mike Tobin, Interim Director		mtobin@wycokc.org	Public Works

Item Description:

Review and approve the 2015 Annual review and the 2015 5-year update of the Wyandotte County Solid Waste Management Plan for adoption by the board of Commissioners as required by the Kansas Department of Health and Environment (KDHE).

Action Requested:

Review and approve the 2015 Annual Review and the 2015 5-year update of the Wyandotte County Solid Waste Management plan for adoption by the Board of Commissioners as required by the Kansas Department of Health and Environment (KDHE.)

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:



Staff Request for Commission Action

Tracking No. 15136

Full Commission Meeting Date: 10/26/2015

Committee: Public Works & Safety

Date of Standing Committee Action: 10/26/15
(If none, please explain): Information Only

Publication Required: No

<u>Date:</u> 09/29/2015	<u>Contact Name:</u> Mike Tobin, Interim Director	<u>Contact Phone:</u>	<u>Contact Email:</u> mtobin@wycokc.org	<u>Department/Division:</u> Public Works
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Item Description:

Staff will present a summary of the major infrastructure projects that will begin construction in 2016. Projects to be discussed include streets, sidewalks, sewers and stormwater. Handouts will be provided at the meeting. This is the first in a two-part discussion of projects. Additional projects for 2017 and beyond will be discussed in November.

Action Requested:

For Information Only.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List: