



Public Works and Safety Committee
Standing Committee Meeting Agenda
Monday, January 29, 2018
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

☐

BPU Member

☐

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

II. **Revisions to January 29, 2018 Agenda**

III. **Approval of standing committee minutes from November 13, 2017.**

IV. **Committee Agenda**

Item No. 1 - RESOLUTION: FAIRFAX DRAINAGE DISTRICT AGREEMENT

Synopsis: A resolution authorizing the Unified Government (UG) to enter into an agreement with the Fairfax Drainage District to provide adequate sewer services to promote industrial growth in the Fairfax District, effective January 1, 2017 - December 31, 2017, submitted by Misty Brown, Deputy Chief Counsel. Further, it authorizes the UG to reimburse the District \$197,700 for sewer services provided in 2017.

Tracking #: 1844

Item No. 2 - ORDINANCE: FRANCHISE ORDINANCE REVISIONS

Synopsis: An ordinance revising the UG's prior Franchise Ordinance by requiring all entities installing, constructing, maintaining, extending or operating facilities such as lines, pipes, wires, cables, conduit, ducts, poles, towers, pedestals, boxes, appliances, antennas, transmitters, gates, meters, or wireless communication infrastructure for the purpose of providing or otherwise facilitating any service within the UG to enter into a franchise agreement with the UG that will require the franchisee to indemnify the UG, meet insurance

and bond requirements, install excess conduit for the UG's future infrastructure needs when appropriate, and to pay the UG a reasonable franchise fee for the use of its right-of-way, submitted by Ryan Haga, Assistant Counsel.

Tracking #: 1846

Item No. 3 - PRESENTATION: 2018 MOWING REPORT

Synopsis: Presentation of the 2018 Mowing Report (SOAR Program), presented by Jeremy Rogers, Parks & Recreation Director, and Jack Webb, Parks & Recreation Deputy Director.

For information only.

Tracking #: 1849

V. Public Agenda

VI. Adjourn

**PUBLIC WORKS AND SAFETY
STANDING COMMITTEE MINUTES
Monday, November 13, 2017**

The meeting of the Public Works and Safety Standing Committee was held on Monday, November 13, 2017, at 5:00 p.m., in the 5th Floor Conference Room of the Municipal Office Building. The following members were present: Commissioner Bynum, Chairman; Commissioners Philbrook, Markley, Kane, Johnson; and Jeff Bryant, BPU Board Member. The following officials were also in attendance: Gordon Criswell and Melissa Sieben, Assistant County Administrators; Henry Couchman, Senior Attorney; Mike Tobin, Deputy Director of Public Works; Brandon Grover, Asset Coordination Manager for Public Works; Troy Shaw, County Engineer; Trenton Foglesong, Lead Wastewater Engineer; Brent Thompson, Director of Engineering/County Surveyor; and Doug Bailey, Sergeant-at-Arms.

Chairman Bynum called the meeting to order. Roll call was taken, and all members were present as shown above.

Approval of standing committee minutes for September 25, 2017. **On motion of Commissioner Kane, seconded by Commissioner Johnson, the minutes were approved.** Motion carried unanimously.

Committee Agenda:

Item No. 1 – 171378... RESOLUTION: NORTH 31ST & KIMBALL SANITARY STREAM CROSSING IMPROVEMENT

Synopsis: A resolution declaring the necessity and authorizing a survey and description of lands necessary for the North 31st & Kimball Sanitary Stream Crossing Improvements Project (CMIP #6301), submitted by Ryan Haga, Assistant Counsel.

Henry Couchman, Senior Attorney, said I have a brief statement that Ryan Haga prepared for me.

This survey resolution is required under Kansas law as a prerequisite for any condemnation action that may be required for the project. It declares the project to be a

necessary public improvement, authorizes the Unified Government to conduct a survey to determine the land necessary for the project, and authorizes the submission of a condemnation ordinance if needed.

Kris Finger from Public Works is here to answer questions about the project, I understand.

Action: Commissioner Markley made a motion, seconded by Commissioner Kane, to approve. Roll call was taken and there were six “Ayes,” Bryant, Philbrook, Markley, Kane, Johnson, Bynum.

Item No. 2 – 171379... RESOLUTION: INLAND & HOLLIDAY DRIVE SEWER MAIN EXTENSION

Synopsis: A resolution declaring the necessity and authorizing a survey and description of lands necessary for the Inland & Holliday Drive Sewer Main Extension Project (CMIP No. 6301), submitted by Ryan Haga, Assistant Counsel.

Henry Couchman, Senior Attorney, said I won’t read it again, but it’s the same as Number 1.

Action: Commissioner Markley made a motion, seconded by Commissioner Johnson, to approve. Roll call was taken and there were six “Ayes,” Bryant, Philbrook, Markley, Kane, Johnson, Bynum.

Item No. 3 – 171384...PRESENTATION: MAJOR INFRASTRUCTURE PROJECTS 2019-2022

Synopsis: A summary of the major infrastructure projects that will begin design, construction or continue construction in 2019 - 2022, submitted by Jeff Fisher, Executive Director of Public Works.

Chairman Bynum said I’ll just remind everybody here and the public watching that at last month’s Public Works and Safety meeting we had the 2018 updates. Now we’re doing 2019-2022. Mr. Tobin, you want to kick us off.

Mike Tobin, Deputy Director of Public Works, said tonight, as you stated, we're presenting the out years after last month when we did the 2018 projects.



These projects, some of them are a little iffy going out. We're waiting on grants or further design in planning. The guys here from Engineering are going to run through most of the stuff with you. Then, I'll do the building projects at the end.



Brent Thompson, Director of Engineering/County Surveyor, said we're going to go through some Engineering and Water Pollution Control projects that are listed in the CMIP.



The first one we have is the Leavenworth Road Phase II. It's from 63rd to 78th Street. It's going to have that continuation look and feel as Phase I. We're going to be adding sidewalks on both sides, redoing the road, mill and overlay, curb, adding storm, fixing storm where need be. We'll have sharrows for bicyclists. We're going to add some new traffic signals for safety purposes and so forth.

It also has MARC funding. This one is budgeted for \$16.3M, \$7.3M of that is MARC funding.

We are scheduled this week to start selecting the consultant. We'll do the interviews for those this week. Then we'll be moving forward with Phase II.

Holiday Drive Bridge Replacement, Phase II & III

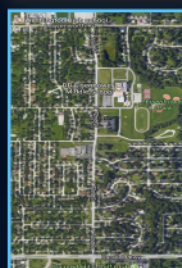
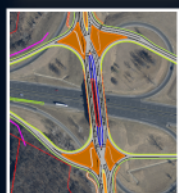
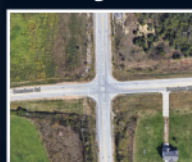


Holliday Drive Bridge Replacement, Phase II and III – as we mentioned last month we have Phase I which is one of the bridges that's going to be built in 2018. Phase II is in 2019. Phase III will be 2020.

These bridges are structurally sound even though they look in pretty bad shape. The biggest concern is the guardrail where it's failing. It makes it tough to attach. We're going to go in there, replace those structures. We'll make them wider for clear zone. The guardrail will not be there anymore. In future development or widening of the road, we'll be able to do so and not have to replace those boxes.

Possible Future Transportation Projects

- ↻ Hutton Road Intersection Improvements
- ↻ 72nd Street Improvements, Parallel Parkway to Leavenworth Road
- ↻ Shawnee Road Improvements, 34th Street to 42nd Street
- ↻ State Ave. and Village West Parkway Improvements
- ↻ Turner Diagonal and I-70 Interchange Improvements



Troy Shaw, County Engineer, said I'm going to talk about a couple of the future projects that we're looking at currently or maybe looking at in the future transportation-wise.

I'll start off with a couple of intersections on Hutton Road at Donahoo and then also at Leavenworth. Next year, as we mentioned last month, we'll be redoing Hutton Road from kind of Georgia-ish where it kind of stopped off down by Walmart down to just short of Leavenworth Road. We're looking at what improvements need to be made to that intersection. We currently have contacted a consultant and they are working through the scope on that project. It's going to take us to 20ish percent plans. They will be helping us determine what the layout of those intersections should be, what would help accommodate traffic for future development and how those will work.

Commissioner Kane asked on the Hutton Road, realizing that we're going to have a fire station out there and some very large trucks, I think a roundabout would definitely be out of the question. Thanks for bringing it up though. **Mr. Shaw** said we will be looking into that. Appreciate the comment.

A couple of other projects – 72nd Street Improvements. We've had a few of these looked at by an engineering firm with the mindset of what would be the best for MARC funding based on their grading system they used the previous time they put it out. It'll come out again in the spring this year, the MARC funding will. They may alter the criteria a little bit. That may affect what we go for. That's why we don't know exactly what it'll be.

Commissioner Philbrook asked it'll probably come under Complete Streets, then, this time. We'll have sidewalks with this. **Mr. Shaw** said yes, most likely any streets we do will have some sort of sidewalk component to it, yes.

72nd Street is one of them that's kind of along those lines. Also, Shawnee Road between 34th and 42nd, we've looked at as a great area for improvements for pedestrians and sidewalks for sure.

I also want to point out State Avenue and Village West Parkway, we've looked at the design on that and what we need to accommodate traffic now and in the short-term future. We have an initial way out on that one, so we'll be looking at that as well.

Mr. Tobin said on Village West Parkway and State Avenue, that improvement, if you'll remember Bill Heatherman when he was here that was a pet project of his, but it's also tied into whatever the State is going to do at I-435 and State Avenue and I-70 and I-435. We're hoping

that the whole thing will be designed and move forward together. We're working on that with KDOT.

Commissioner Philbrook said, originally, most of the talk was to the west of the changes. Now, because of all the building, I guess you guys have decided to include the east side of I-435 in the changes too. Is that correct? **Mr. Tobin** said you know, Commissioner, having come from the east side, we've never really left the east side out completely. **Commissioner Philbrook** said you didn't show a lot of that planning, sir, in the original plans.

Mr. Shaw said we have been in coordination with KDOT as far as how those will work together and how that flows. Yes, the east side is definitely considered.

Also, we want to look at the Turner Diagonal and I-70. We have recently applied for two grants; INFRA grant and TIGER grant for that. The changes there to turn it into a DDI is the initial thought. It would open up quite a bit of land, possibly for development that they don't have access to now. We're hoping that we can get leverage from KDOT on that and kind of help get some grants for that which we could make a big improvement with that I believe.

Chairman Bynum said before we go to the next slide, can I stop on a couple of these. Going back to Hutton Road, I know last month we talked about the section from either Georgia or Cleveland up to almost the Leavenworth Road intersection. Now, here, you're talking about the intersection. Commissioner Kane you might have to help me.

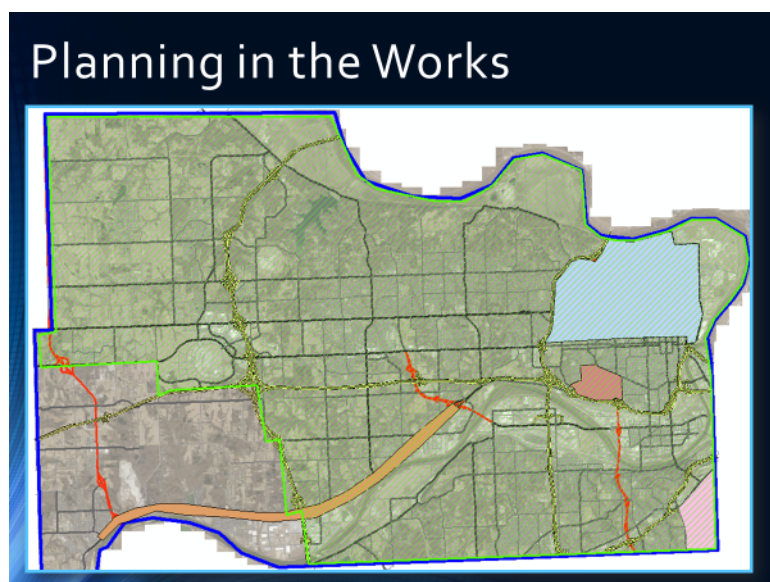
On Hutton Road, from Parallel to Leavenworth Road, there's some sidewalk and then it stops. **Mr. Shaw** said yes, we'll continue that sidewalk on the project we're doing next year. That sidewalk will extend with the road project. Then, whenever we do improvements to the intersection, we'll continue that through there as well.

Chairman Bynum said on the Turner Diagonal, the TIGER grant, do we have any inclination as to when or if it's going to be funded. **Mr. Tobin** said, Commissioners, we were notified very late in the process that the submission that we made last year on the TIGER grant for that project was highly regarded, but didn't get it. That's one of the reasons why we resubmitted and made some changes based on recommendations from the Federal Highway Administration. Also decided to go for the INFRA grant as well as the TIGER.

Commissioner Philbrook said basically, we're kind of waiting for the federal government to release the funds. Is that it? **Mr. Tobin** said that's correct, Commissioner. **Commissioner Philbrook** said because I know that Kansas is really wanting this to move forward as well. We have a lot more work to do and it would be nice if that could happen. Anybody out there in TV land that has an in with the feds, please ask them to release that money.

Mr. Tobin said KDOT is definitely on board with us. **Commissioner Philbrook** said yes, I know. **Mr. Tobin** said and they're part of the grant process. **Commissioner Philbrook** said they're very excited about it.

BPU Board Member Bryant asked on the Turner Diagonal, you know I think it was when Heatherman was still here we were talking about we took out the bridge, put in the new intersection on the one side of the BPU service center. We talked about postponing for a little while the other bridge, I think it's 65th Street. Do we have a timeframe on when there will be any work done on that bridge? **Mr. Tobin** said, Mr. Bryant, we don't so much have a schedule for that; however, we are thinking about it because there may be some other work in that area or another project. We may even eliminate that bridge altogether, just like we did the other one. It may go at-grade. **BPU Board Member Bryant** said kind of do the same intersection.



Mr. Shaw said also, I'm going to mention a couple of things. As we move forward and the way we look at things in the future, we're trying to lean towards a more proactive approach instead of

a reactive approach. In that idea, we are getting ready to start, and have started, a few master plans for the county for different areas.

You've heard before our Stormwater Master Plan is underway. We've actually had a couple of meetings with the consultants getting things lined out on that to get started on that along with the Rate Study that's semi-related to that, as well, to help fund projects in the future.

We are also working on starting a Countywide Transportation Master Plan that will include Bonner Springs and Edwardsville. One of the big reasons we're starting this is to help leverage funding from the Federal Highway Administration and also KDOT to try to bring that money to Wyandotte County and not have it all in other counties in this area. We'll start this Transportation Master Plan looking at the highway system and how it relates to arterial roads that we have in the county and that traffic flow around. We've talked to KDOT about this, as well, and they're in big favor of this. They know there's issues that we have like we've talked about I-70 and Turner and also I-70 & I-435. We're trying to lump everything and relate everything together to help us leverage that funding that they have available.

What I think we're planning to do after that initial phase is to continue through the county with more collector roads and kind of determine areas where we have needs for transportation and help us prioritize our projects by need and not just by we think this would look good here. It's kind of what benefits the most people where.

We'll be starting that and that will also help us set guidelines throughout the county for traffic, update those as we're going. You'll probably see us back here talking about that in the future too.

Commissioner Philbrook asked is K-32 along there, is that part of that project? I know, I'm looking at you going ewwww. **Mr. Shaw** said that was one of them I was going to get to, too. Part of the whole Countywide Master Plan will take into consideration a lot of these other plans that we've done that are small, localized like the K-32 plan. **Commissioner Philbrook** said you said you're going to work with Bonner and Edwardsville as well. That is definitely the main highway through all of that.

Mr. Shaw said part of that, we'll have a Rosedale Transportation Master Plan that kind of builds off of the Rosedale Development Plan to help us with all the traffic congestion around the KU Med area. It's a big issue. As things develop in the future, it's only going to get worse. We're trying to stay on top of that and get in front of that.

Planning is working on the Northeast Master Plan right now, so we'll be involved with that as well as they're doing that. All of these will kind of tie together with the overall Transportation Master Plan.

Commissioner Philbrook said I know you're knee deep on the Rosedale thing because there's been so many issues around that street in front of KU and not enough space and all that. I'm just going to pray that you guys come up with some kind of an enlightenment to be able to do something with that. **Mr. Shaw** said it's going to be difficult for sure.

We also want to make sure and mention Census Tract 422. We have been working with SOAR and the initiatives there. We have plans. We've worked with Melissa quite a bit to kind of line out what we're going to do. We're working on how we're going to incorporate that into some of our projects as we move forward.

Just a couple of things we're looking at right now as we move forward with the planning of our system.

Chairman Bynum said, Commissioner Johnson, two of those sections that are kind of blocked out on the map are your district. I just wondered if you have any comments or questions.

Commissioner Johnson asked is this a comprehensive list of the projects for CMIP over this period of time from 2019 to 2023. **Mr. Tobin** said I didn't catch all that. **Commissioner Johnson** asked is this a full listing of the projects that we're looking at for CMIP for this period, 2019 through 2023. **Mr. Tobin** said yes.

Commissioner Johnson said I see these areas in my district, or I would say in my district/Northeast, that are identified but I don't see them identified on here. **Mr. Shaw** said I probably should explain that a little clearer.

This map shows kind of the studies that I was mentioning. This map is just talking about those studies. The blue area that you're looking at right there, that's the Northeast Master Plan. That's just kind of the area that it's focusing on. You'll see the hatched green. That's basically the whole Stormwater Master Plan area. The blue line that goes around the whole county, that's kind of the Transportation Master Plan encompassing the whole county. You just kind of see the SOAR area, and then the Rosedale area, the K-32 corridor. We're just kind of noting the different master plans in this slide.

This slide really just depicts the studies that we're doing – studies, the plan, the master planning that we're doing, not the specific projects that will come out of those master plans.

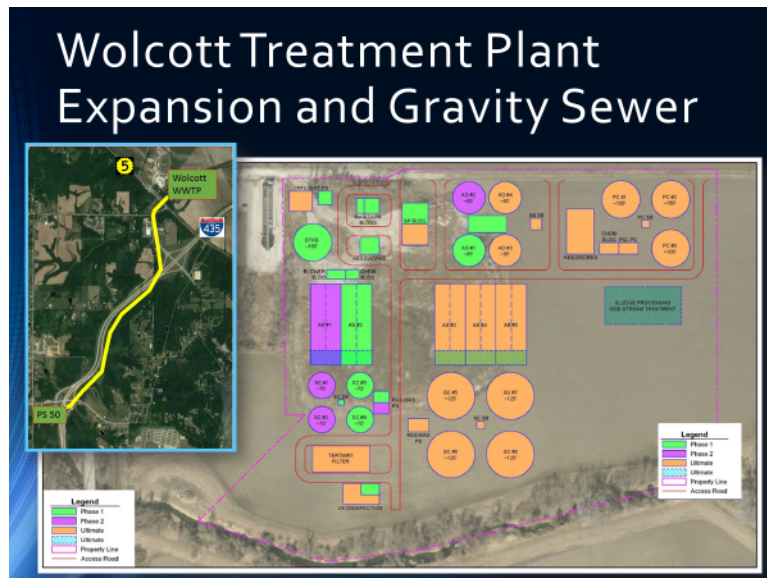
Commissioner Johnson said I would say that I would like to make sure that there are some specifics that are identified before we come to a place of solidifying this in those particular areas. Both of them are in my district so I'm not partial one to the other, but I want to know that there are some specific items that are slated for this period of time in both Tract 422 and in the northeast. We have to make sure that we're being strategic about that, as we are with all the other projects that are already identified in this presentation. I want to make sure that we have some things that are east of I-635 identified as well.

Mr. Shaw said as we noted, a lot of these projects will continue to be developed as the MARC funding becomes available and we apply for those. The ones you see here aren't 100% solidified either because we're still in flux with the MARC funding since that runs out and we have to reapply. **Commissioner Johnson** said I understand. We are about up for the MARC grant process right now. You've got some help coming here to help you as well.

Brandon Grover, Asset Coordination Manager, I just wanted to reiterate what Troy and Brent had said. While the main purpose of this presentation was to let the Commission know what projects could potentially be added to this CMIP as our next budget cycles comes around, that's kind of what these last few slides have highlighted. We haven't really narrowed down exactly which ones were going to be there yet, but we wanted to let you know our areas of focus. That way, as we narrow them down, or as you have suggestions for us, you can bring them to us and we can start looking at potential funding sources. **Commissioner Johnson** said I think that my concerns have been duly noted.

Mr. Tobin said, Commissioner, if I might add to that also. As we stated at the last month's standing committee, the '18 projects are the ones that are pretty much there to go. While you all have approved these out years on the CMIP, you more or less said, okay this is okay for planning purposes, let's go ahead and go. We're ready for more input and I'm assuming that when we get into February and the rest of the capital meetings, that will come forward. **Commissioner Johnson** said I'm ready to have that conversation.

Chairman Bynum said I'm pleased at what I'm hearing is that you're nimble, which is what we want to hear. Thank you. Please proceed.



Trenton Foglesong, Lead Wastewater Engineer, said just to reiterate, I'm just going to hit on a couple projects that we're looking at in Water Pollution Control. We're still doing the ongoing annual projects. We're doing those to a larger degree in general. As you've already heard, as we presented the IOCP in the last presentation we did, a lot of those projects are starting next year and continuing on.

The first couple projects I guess I just want to hit on is the Wolcott Treatment Expansion which you heard about and you're aware of that, I'm sure. It's about \$27M out on the existing site out by Lakeside Speedway. There is also, that's what the little inset is, a gravity interceptor line that will run along the I-435 corridor from roughly Donahoo Road down to the treatment plant site. That's about two miles of pipe, another \$5 – 6M for that project. Those two are both slated to be online at the end of 2021.

Future Water Pollution Control Projects



The other project I just wanted to hit on, which we already have some money set aside in the budget, it was a preliminary placeholder so to speak. We're currently doing a study to really figure out what the real budget is. It looks like its about \$20 - \$30M for solids handling improvements down at the Kaw Point Treatment Plant. This is a building we just put online within the past year. That's a de-watering facility. The bulk of the \$20 - \$30M would be rehabbbing the old digesters down there.

The point of the project is to give us operational flexibility, disposal options for our sludge other than just landfill. Right now, we just have raw sludge that comes out of the process. We used to burn it in the incinerators and it was an inert ash we could take to landfill. With the raw sludge, we're really locked into only having the landfill as an option. It's created some operational difficulties for us. Likely with the rehabilitation digesters, we'd open up the opportunity to maybe do land application with it.

As we're looking at this, we're also talking with KCMO. They have a treatment plant down by us. We are looking at regional options, but along with the \$20 - \$30M in capital investment, we're looking at almost having an offset of that in operational savings. It would be about three-quarters of a million to a million dollars a year in operational savings.

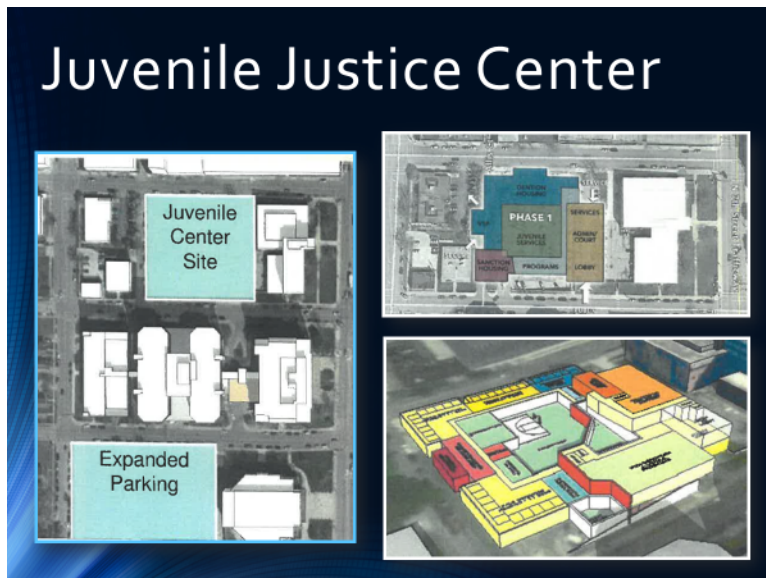
Like I said, I think we have about \$13M in the budget right now through 2021 or 2022. Depending on how the study goes and what it looks like, we'll probably be increasing those funds needed to, but it's several years out.

Mr. Tobin said please note as Trenton mentioned, again, this is all in response to federal mandates, the EPA and the Consent Decree as we move forward. In these out years we will still be negotiating with the EPA for the Consent Decree.

Mr. Fogelsong said the landfill restrictions, too, have come about, I don't know how familiar everybody is. Down in Shawnee there's been quite an outcry of the odors, so they restricted their ability to accept sludge from municipalities across the region. They've shut it down to where they'll only take the sludge between the hours of 10:00 a.m. and 3:00 p.m., Monday through Friday. We have wastewater coming to us, obviously, 24/7. We're generating sludge 24/7. So is everybody else. When the gates open at 10:00, it's kind of a race to try to get out there. We're storing it in the meantime. That's really how it's impacting our operations is having to do it in that manner to where we can only take it at certain times.



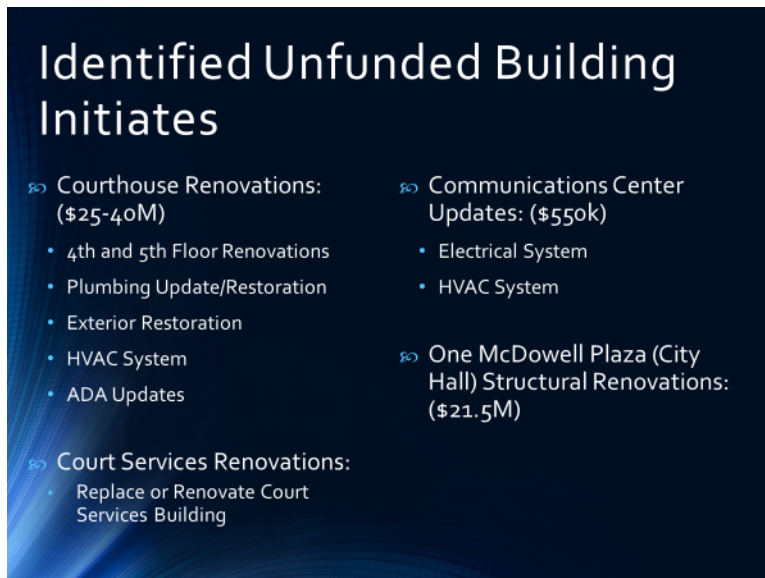
Buildings and Logistics CMIP Projects



Mr. Tobin said at the last meeting we mentioned the Juvenile Justice Center and that we were moving forward on that. This is a relatively new format that we're going to use with this project. It's a very large construction project. We've gone construction manager at-risk. We've made the selection and we are in negotiations with the selected team. We haven't finalized all that out yet, but we did finish it. They will be our partners moving forward in the construction and design.

As we told you at the last meeting, basically in 2018 you will see the construction of the parking lot to the west and behind Memorial Hall. You will also see other improvements in that block. Hopefully, we will start some of the work on the actual construction site for the Juvenile Justice Center, which as you know is to the west of the current Court Services Building back in the parking lots, bordered on the west by Allis Court, on the south by Ann Avenue and on the north by Armstrong.

Again, this is a large project, \$25M. I don't want to be redundant. We went through all the details with you at the last meeting on that one. If we could go to the next slide, please, unless there's some questions on the Justice Center.



As you know, we have four main buildings, as we like to say between Jeff and I and John Kelly. That is the Courthouse, the City Hall, Memorial Hall and the Court Services building. Of all these buildings, the Courthouse and Memorial Hall are our main legacy buildings. We are addressing and have addressed quite a few of the problems in Memorial Hall, not all of them. As we move forward in the future, one of the things we would like to bring to you all to discuss and to move forward on will be improvements to the Courthouse itself.

A number of years ago we tried to do the improvements to the fourth and fifth floor. That project was stopped due to some funding problems at that time. That's where the old jail is located. That will be a very extensive and expensive project as we move forward.

Also, with the Court Services building, the decision – we don't have a ready recommendation for you right now whether to replace or renovate. That day is coming where we'll be coming back to the Commission to say here's what we think we should do to this building, etc. etc., as we move forward and exactly what that site's going to look like and what the whole complex is going to look like.

Part of the Juvenile Justice project as we move forward will be some consolidation of the courts into just the Courthouse building itself, with the Juvenile Justice Center picking up some of those services now that kind of move between the two buildings. This will be good moving to the future.

Also, this building, as you all well know, has it's own issues. John Kelly, Jeff and I will be coming to you in 2018 with the recommendations from the structural engineer as to what needs to happen to the tower and this building and what we need to do to make sure that it's

stabilized and that we stop the water coming into the building. Now, that's not to address the problems with the West plaza or the future possible improvements to the building itself, that's just stuff to make sure that we're safe.

Additionally, also, the Communications Center is going to need substantial work done to it as we move forward.

That's basically our report. Are there any questions?

Chairman Bynum said we know there's plenty of work to do. The question is how do we pay for all of it. I appreciate the dollar figures kind of being shared as you move through the projects and more for the public to understand just how expensive it is to keep things operating and safe and keep improving these major items in our community.

If there are no other questions on this item, then we will thank you for being here and making the presentation. I know that we'll see you again often. We will look forward to that.

Action: For information only.

Adjourn

Chairman Bynum adjourned the meeting at 5:30 p.m.

mls



Staff Request for Commission Action

Tracking No. 1844

Full Commission Meeting Date: 2/8/18

Committee: Public Works & Safety

Date of Standing Committee Action: 1/29/18

(If none, please explain):

Publication Required: No

<u>Date:</u> 01/16/2018	<u>Contact Name:</u> Misty Brown	<u>Contact Phone:</u> x5067	<u>Contact Email:</u> mbrown@wycokck.org	<u>Department/Division:</u> Legal
<u>Item Description:</u> A resolution authorizing the Unified Government to enter into an agreement with the Fairfax Drainage District. The agreement provides for joint cooperation between the Unified Government and the District in providing adequate sewer services to promote industrial growth in the District. Further, it authorizes the Unified Government to reimburse the District \$197,700.00 for sewer services provided in 2017.				
<u>Action Requested:</u> To adopt the resolution.				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> Resolution, Agreement				

RESOLUTION NO. _____

A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS AND THE
FAIRFAX DRAINAGE DISTRICT

Whereas, The Fairfax Drainage District (“District”) and the Unified Government of Wyandotte County/Kansas City, Kansas (“Unified Government”) are empowered by the laws of Kansas to enter into agreements for the construction, maintenance and funding of certain sewer lines;

Whereas, The District and the Unified Government desire to enter into an Agreement between the Unified Government and the District to provide adequate sewer services to promote industrial growth with the District and promote joint cooperation;

Whereas, an agreement has been prepared describing the parties cooperation and responsibilities in regards to sewer services in the District;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT, AS FOLLOWS: That the Unified Government is hereby authorized to enter into said agreement by signature of the Mayor/CEO.

THIS RESOLUTION IS ADOPTED by the Governing Body of the Unified Government of Wyandotte County/Kansas City, Kansas, this ____ day of February, 2018.

UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS

By:

David Alvey
Mayor/CEO

(SEAL)
ATTEST

Unified Government Clerk

Approved As To Form:

Misty S. Brown, Deputy Chief Counsel

AGREEMENT BETWEEN
THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/ KANSAS CITY, KANSAS
AND
THE FAIRFAX DRAINAGE DISTRICT

THIS AGREEMENT BETWEEN THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS AND THE FAIRFAX DRAINAGE DISTRICT (“Agreement”) is made and entered into on this ____ day of _____ 2018 between the Unified Government of Wyandotte County/Kansas City, Kansas (“Unified Government”) and the Fairfax Drainage District (“District”).

WHEREAS, the District, pursuant to authority granted by the State of Kansas, has caused to be constructed, maintained and funded certain sewer lines within the District to insure adequate interior drainage; and

WHEREAS, sediment and debris from sanitary and non-sanitary storm water discharge collects in the District’s sewer lines; and

WHEREAS, the sediment and debris comes from in-district and out-of-district sewers, some of which is of a corrosive and abrasive nature causing deterioration of the sewer system; and

WHEREAS, it becomes necessary from time to time to clean, repair, replace, reline, and perform other maintenance on portions of the sewer system to insure adequate interior drainage; and

WHEREAS, the Unified Government collects sewer service charges for the Water Pollution Control sewer service fund from WPC customers in the District, who utilize the District’s sewer system to, in part, transport waste water to the Unified Government treatment system;

WHEREAS, the Unified Government previously granted the District an exemption from the Unified Government’s Storm Water Utility.

WHEREAS, K.S.A. 12-2908, entitled Contracts between Municipalities, authorizes the parties to cooperate in the aforementioned public functions; and

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contains, the parties AGREE as follows:

1. PURPOSE AND EFFECT. The parties hereto enter into this Agreement for the purpose of formalizing the parties’ agreement to provide adequate sewer services to promote industrial growth within the District.
2. JOINT COOPERATION. The District and the Unified Government agree and covenant to cooperate and assist each other in order that both the District and the Unified Government may better serve their respective constituents and customers, including, but not limited to, the exploration by the parties of alternative means to avoid or minimize the accumulation of sediment and debris within the District’s sewers from in-district and out-of-district sources, the sharing of each party’s 3 year project plans with

the other so as to avoid unnecessary expense, planning or scheduling conflicts for long term projects, the immediate notification of the other party when one party has a project that must be completed in an emergency or short notice situation, and the opportunity of the Fairfax Drainage District to review and comment on special use permit applications for potentially new or existing businesses in Fairfax. In furtherance of this spirit of cooperation, the parties acknowledge the right of all to attend public meetings of the governing bodies of both the District and the Unified Government, but each wishes to issue an express invitation to the other to have a representative attend meetings of each other's governing bodies. In addition, the general manager of the District and the Director of Water Pollution Control of the Unified Government shall meet regularly to discuss matters of mutual interest.

3. DURATION AND TERM. This Agreement shall remain in full force and effect for a term of one (1) year, beginning January 1, 2017 and terminating December 31, 2017.
4. FINANCING. The Unified Government shall pay to the District the sum of \$197,700.00 on or before February 28, 2018.
5. ADDITIONAL CHARGES. In partial consideration of the payment, the District shall not advocate or pursue an additional user fee charge by the District to the Unified Government during the term of this contract.
6. PLACING AGREEMENT IN FORCE. The attorneys for the Unified Government and the District shall cause the Agreement to be executed by the Unified Government and the District and submitted before the governing bodies of each for approval. Each party shall receive a duly executed copy of this Agreement for their official records

THE UNIFIED GOVERNMENT
OF WYANDOTTE COUNTY/
KANSAS CITY, KANSAS

By: _____
David Alvey, Mayor/CEO

Attest:

Unified Government Clerk

THE FAIRFAX DRAINAGE
DISTRICT OF WYANDOTTE
COUNTY, KANSAS

By: _____

President, Board of Directors

Attest:

Secretary, Board of Directors



Staff Request for Commission Action

Tracking No. 1846

Full Commission Meeting Date: 2/22/18

Committee: Public Works & Safety

Date of Standing Committee Action: 1/29/18

(If none, please explain):

Publication Required: Yes

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
01/17/2018	Ryan Haga	x5075	rhaga@wycokck.org	Legal

Item Description:

This Ordinance revises the UG's prior Franchise Ordinance by requiring all entities installing, constructing, maintaining, extending or operating facilities such as lines, pipes, wires, cables, conduit, ducts, poles, towers, pedestals, boxes, appliances, antennas, transmitters, gates, meters, or wireless communication infrastructure for the purpose of providing or otherwise facilitating any service within the UG to enter into a franchise agreement with the UG that will require the franchisee to indemnify the UG, meet insurance and bond requirements, install excess conduit for the UG's future infrastructure needs when appropriate, and to pay the UG a reasonable franchise fee for the use of its right-of-way.

Action Requested:

To approve the ordinance.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

rev. Franchise ord.

Published _____

ORDINANCE NO. _____

An ordinance relating to the updating of regulations, provisions, terms, and specifications for the use of the Unified Government's right-of-way by service providers, amending Sections 32-206, 32-207, 32-210, and 32-213 through 32-223 and repealing said original sections.

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

Section 1. That the following Sections are hereby amended to read as follows:

ARTICLE IV. - FRANCHISES

DIVISION 1. - FRANCHISES—GENERALLY

Sec. 32-206 - Definitions

For the purposes of this Chapter, the following words and phrases shall have the meanings given herein:

A. **City** means the Unified Government of Wyandotte County/Kansas City, Kansas.

B. **Entity** means any individual person, governmental entity, business, corporation, partnership, firm, limited liability corporation, limited liability partnership, unincorporated association, joint venture or trust and shall include all forms of business enterprise not specifically listed herein.

C. **Facilities** means lines, pipes, mains, laterals, wires, cables, conduit, ducts, poles, towers, cabinets, vaults, pedestals, boxes, appliances, antennas, transmitters, gates, meters, wireless communications facilities, Gas Distribution System and Gas Distribution Facilities, together with all necessary appurtenances or other equipment thereto, or any part thereof, for the purpose of providing or otherwise facilitating any Service.

D. **Franchise** means the grant, right, privilege and franchise by the City to provide, distribute, transport or sell a Service within the City and/or to install, construct, maintain, extend or operate Facilities along, across, upon, under or within the Right-of-way. The grant, right, privilege and franchise shall be in accordance with the provisions of K.S.A. 12-2001 *et seq.* (as may be amended) or any other applicable state law, the City's Home Rule power, and/or any applicable City codes.

E. **Franchisee** or **Grantee** means any Entity that has a Franchise granted by the City pursuant to this Chapter, K.S.A. 12-2001 *et seq.*, as amended, any other applicable state law, and/or the City's Home Rule power.

F. **Franchise Fee** means consideration paid in the form of a charge upon a Franchisee as prescribed in the ordinance granting the Franchise. Any such Franchisee Fee shall be subject to any applicable provisions of federal or state law.

G. **Gas Consumer** means, without limitation, any Entity that receives natural gas or Other Energy within the City through a Gas Distribution System or Gas Distribution Facilities.

H. **Gas Distribution System or Gas Distribution Facilities** means a pipeline or system of pipelines, including without limitation, mains, pipes, boxes, reducing and regulating stations, laterals, conduits and services extensions, together with all necessary appurtenances thereto, or any part thereof, for the purpose of distribution or supplying natural gas or Other Energy for light, heat, power and all other purposes.

I. **MCF** means a measurement of natural gas equal to one thousand (1,000) cubic feet. It is assumed for purposes of this Chapter that one MCF equals one million (1,000,000) British Thermal Units (BTUs).

J. **Other Energy** means any energy provided in a gaseous, liquid, or slurry mixture form through pipelines for light, heat, power, and all other purposes as an alternative or replacement for natural gas, but specifically, it shall not include electrical energy.

K. **Reseller** means a provider of Service within the City whereby the provider purchases and resells the Service of a duly authorized Franchisee, but only where the duly authorized Franchisee is already paying fees for the resold Service under its Franchise with the City. *(For example, the resale of local exchange service as contemplated by K.S.A. 12-2001(n).)*

L. **Right-of-way** means the area on, below or above present and future streets, alleys, bridges, parkways, or highways in which the City has a dedicated or acquired right-of-way interest in the real property. The "Right-of-way" shall not include property owned by the City outside of the Right-of-way.

M. **Service** means any utility, commodity or similar service provided, distributed, transported or sold to an Entity by means of a delivery or distribution system that is comprised of Facilities within the City, including without limitation, telecommunication, cable, broadband, Internet, Open Video Systems, wireless services, alarm systems, steam, electric, water, telegraph, data transmission, natural gas, Other Energy, or any other similar service.

Sec. 32-207. - Franchise application and renewal.

- (a) Any applicant who wishes to use the public rights-of-way within the limits of the city, ~~for which use a franchise is required by law~~, shall make written application setting out such information as required on a form prescribed by the unified government.
- (b) Applicants shall file their applications with the unified government clerk.

- (c) Applicants shall submit with their application a nonrefundable application fee in an amount to be set by the county administrator. Such fees may vary depending upon the type of franchise sought.
- (d) The unified government reserves the right to request reimbursement for its reasonable expenses associated with the review, negotiation, and franchise grants that may reasonably exceed the application fee amount.
- (e) Franchise renewals shall be in accordance with applicable law. The City and any Franchisee, by mutual consent or as otherwise provided in such Franchisee's Franchise, may enter into renewal negotiations. The City may require such Franchisee to update any application information and, subject to Kansas Statute or any provisions in such Franchisee's Franchise, submit an application fee.

(Code 1964, § 2-19; Code 1988, § 32-206; Ord. No. 38315, § 1, 3-5-1953; Ord. No. O-74-00, § 1, 8-3-2000)

Sec. 32-210. - Franchise; violations of act; penalty.

In the event of violation of any unified government franchise provisions, or the provisions of K.S.A. 12-2001 et seq., by any duly franchised person or entity ~~furnishing cable television service~~, the municipality having granted such franchise, before taking any action to declare a forfeiture, shall serve written notice of such violation upon the franchise holder with directions to correct such violation or show cause why such violation should not be corrected at a public hearing held not less than 30 days from the date of service of such written notice. Continued violation of any unified government franchise provision of K.S.A. 12-2001—12-2005 et seq. may be enjoined by the Wyandotte County District Court. Any person, firm or corporation acting in its own behalf or under a lease or pole contract from any public utility which attempts to or does construct, install, operate or maintain a ~~cable television Service requiring the use of in, on, over, under, upon, across, from or along~~ the streets, alleys, sidewalks, public property and public right-of-ways, in any way, within the corporate limits of the city without possessing a valid franchise from the unified government as authorized by K.S.A. chapter 12 shall be guilty of a class C violation. Each day such act continues shall constitute a separate offense.

(Code 1988, § 32-209; Ord. No. 65816, § 1, 7-8-1993)

(Ord. No. O-72-10, § 1, 12-16-2010)

Division 3 - Master Franchise Code

Sec. 32-213. - Franchise Requirement.

(a) No Entity shall provide, distribute, transport or sell a Service within the City or shall install, construct, maintain, extend or operate Facilities along, across, upon, under or within the Right-of-way without a Franchise authorizing the same, unless applicable federal or state law prohibits City enforcement of such requirement. This franchise requirement includes:

- (1) Entities with Facilities within the City in order to provide, distribute, transport or sell Service within the City;

- (2) Entities with Facilities within the City's Right-of-way in order to provide, distribute, transport or sell Service outside, but not within the City; and
- (3) Entities without their own Facilities within the City that lease or otherwise use the Facilities of other Entities in order to provide, distribute, transport or sell Service within the City.

This requirement includes Entities only possessing or having an interest in Facilities in the Right-of-way that are used by, may be used by or are intended for use by another Entity, in whole or in part, to provide a Service for or without a fee, regardless of whether the actual facility owner provides any Services. Provided, however, this franchise requirement shall not include a Reseller, or include a governmental entity that has entered into an agreement with the City pursuant to K.S.A. 12-2901 *et seq.* regarding the use and occupancy of the Right-of-way.

Sec. 32-213. - Gas Distribution Systems and Gas Distribution Facilities.

It shall be unlawful for any Entity to install, construct, maintain, extend or operate or a Gas Distribution System or Gas Distribution Facilities or to provide, distribute, transport or sell natural gas or Other Energy within the City without first obtaining a Franchise authorizing the same and requiring a Franchise Fee. This franchise requirement applies to any provision, distribution, transportation or sale to a Gas Consumer within the City whether or not the portion of the Entity's Gas Distribution System is in the Right-of-way. Provided, in the event the Gas Distribution System or Gas Distribution Facilities of a Franchisee are used by an Entity without its own Gas Distribution System or Gas Distribution Facilities within the City for the transportation or sale of said Entity's natural gas or Other Energy to a Gas Consumer, said Entity shall be exempt from the requirement of obtaining a Franchise if it reports, calculates and pays (either directly or through the Franchisee) a sum to be submitted to the City for such Services that is equivalent to the calculation of the Franchisee's Franchise Fee. In such event, if gross receipts are not or cannot be reported, a sufficient volumetric rate multiplied by the number of MCF of the transported natural gas or Other Energy may be used in making such calculation.

Sec. 32-214. - Preservation of Police Power Authority and Applicability of Regulations.

Any rights granted pursuant to this Chapter or pursuant to any Franchise are subject to the authority of the City to adopt and enforce ordinances and regulations necessary to the health safety and welfare of the public. All Entities subject to this Chapter shall also be subject to and comply with all applicable federal and state laws, statutes and regulations, and all applicable rules, regulations, policies and ordinances enacted by the City, including but not limited to, the City's Ordinance for Construction and Use of Rights-of-Way. Provided, nothing in this Chapter shall be deemed to waive a right, if any, that an Entity might have to seek judicial or regulatory review as provided by law.

Sec. 32-215. - Nature of Rights Granted by Any Franchise.

Franchises shall not convey title, equitable or legal, in the Right-of-way or any other public property, but shall give only the right to occupy the Right-of-way for the purposes and period stated within the Franchise. No Franchise shall grant the right to use Facilities owned or controlled by the City or a third-party, without the consent of such party, nor shall a Franchise excuse a Franchisee from obtaining appropriate access or attachment agreements before locating its Facilities on the Facilities owned or controlled by the City or a third-party. Any Franchise granted by the City shall be nonexclusive.

Sec. 32-216. - Franchisee Responsible for Costs.

The Franchisee shall be responsible for all reasonable costs borne by the City that are directly associated with Franchisee's installation, maintenance, repair, operation, use, and replacement of its Facilities within the Rights-of-Way, that are not otherwise accounted for as part of the permit fee established pursuant to the ROW Ordinance. Such costs shall not include costs related to the administration of the franchise nor inspection, compliance or enforcement actions on the part of the City. All costs shall be itemized and the City's books and records related to these costs shall be made available upon request to the Franchisee. Franchisee shall be responsible for its own costs incurred removing or relocating its Facilities when required by the City due to City requirements relating to maintenance and use of the Rights-of-Way for City purposes.

Sec. 32-217. - Facilities Requirements; Planned Infrastructure.

- a) Prior to constructing any new or additional facilities within the Right-of-Way, Franchisee shall make a good faith effort to ascertain whether existing or planned facilities exists that the Franchisee could reasonably utilize to meet its needs. Provided, however, if during the term of this Franchise the City adopts a generally applicable ordinance requiring all users of the Rights-of-Way to provide mapping of such facilities prior to constructing any new facilities Franchisee will be required to certify in writing to the County Engineer that it has made appropriate inquiry to all existing utilities and other entities possessing a right to occupy the Rights-of-Way as to the availability of existing or planned facilities that the Franchisee could reasonably utilize to meet its needs, and that no such facilities are available or planned within the near future at a reasonable cost.
- b) Upon a determination that no such conduit is available, Franchisee may install new conduit pursuant to the following requirements:
 - 1) Unless otherwise provided under the rules and policies adopted pursuant to of the ROW Ordinance, a Franchisee shall provide written notification of the proposed construction activity to all existing utilities, Franchisees, and other known service providers who shall have twenty-one (21) days from the receipt of such notification to indicate in writing to the City and the Franchisee as to whether they desire to jointly undertake the construction of

such conduit or otherwise co-locate their facilities at such time. Any utility or Franchise holder electing to jointly construct or co-locate its facilities with that of Franchisee shall share in the pro-rata costs of such construction or co-location of facilities reasonably incurred by Franchisee and shall participate in the project on reasonably the same time schedule established by the Franchisee unless opposed by the City. The County Engineer will work with Franchisee in developing the process for these notification requirements.

- 2) When a Franchisee installs any new trench and/or conduit within a designated high-density corridor, the Franchisee shall at the request of the County Engineer to enable collocation by City or other entities, install sufficient additional space and/or conduit or other related facilities ("Excess Conduit") to meet the City's planned infrastructure needs and needs of other entities planning development of facilities in the area.
 - a) Such Excess Conduit, unless otherwise mutually agreed in writing, shall be owned by the City, and the City shall reimburse the Franchisee in the amount of the incremental cost of the labor and material of installing the excess conduit simultaneous with the Franchisee's conduit. Such reimbursements are subject to review and approval by the City, and unless otherwise agreed to by the City, shall be paid in the form of credits or offsets to Franchise Fees due the City from Franchisee, taking into account the time value of money, distributed to Franchisee over not more than 60 equal monthly credits. The specific payment mechanisms will be set out in the Franchise Agreement or other separate agreement. In no event shall such monthly credit ever exceed the Franchise Fee due.
 - b) If the City and Franchisee agree to alternative terms in which the Franchisee retains ownership of the excess conduit, the Franchisee shall be obligated to make such conduit and/or trench space available to any other user of the Rights of Way on a nondiscriminatory and competitively neutral basis at not more than the *pro rata* cost of that portion of the Excess Conduit, determined by the total labor and material cost of all Facilities at that location, plus interest at the prevailing market rate. Neither Franchisee nor its Affiliates shall be entitled to use such Excess Conduit owned by Franchisee without notice to and consent of the City Engineer on a determination that such conduit is not needed for current or future use by other Franchisees. All City use of the Excess Conduit shall be at no additional cost to the City. In the event the City leases or sells Excess Conduit acquired pursuant to this subsection to any third party, it shall require payment of at a minimum the *pro rata* cost of the Excess Conduit.

- 3) Such requirements or policies as may be adopted by the City to implement these provisions shall be administered and applied on a competitively neutral and nondiscriminatory basis to maximize the available space in the Rights-of-Way and to minimize the total number of excavations and cost of total communications infrastructure installation.

Sec. 32-218. - Indemnification of the City.

Any Entity installing, constructing, maintaining, extending or operating Facilities within the City or otherwise providing, distributing, transporting or selling a Service within the City shall hold the City harmless from any and all damages or claims arising or accruing from: the exercise of any right or privilege granted under this Chapter or a Franchise; the installation, construction, maintenance, extension, operation of its Facilities within the City; and the negligence or intentional acts or omissions of its employees, agents, or servants (including contractors and subcontractors) in the exercise of said installation, construction, maintenance, extension, operation, provision, distribution, transportation or sale. Failure of said Entity to obtain or maintain a Franchise shall in no manner waive this requirement and obligation.

Sec. 32-219. - Insurance and Bond Requirement.

- (a) Insurance. Each Franchisee shall file with the City evidence of liability insurance with an insurance company licensed to do business in Kansas. The amount will be not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate. The insurance will protect the City from and against all claims by any Entity whatsoever for loss or damage from personal injury, bodily injury, death, or property damage to the extent caused or alleged to have been caused by the negligent or wrongful acts or omissions of the Franchisee. The Franchisee shall also have coverage for automobile liability in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate. The City shall be an additional insured on all policies of Franchisee, to the extent permitted by law, unless waived in writing by the City. If the Franchisee is self-insured, it shall provide the City proof of compliance regarding its ability to self-insure and proof of its ability to provide coverage in the above amounts, and shall agree to indemnify and hold the City harmless for any losses associated with Franchisee's activities in the Right-of-way. All contractors actually performing work for any Franchisee shall be subject to the same insurance requirements set forth herein. A copy of the liability insurance certificate or proof of self-insurance must be on file with the City Clerk.
- (b) Bond. To the extent any Franchisee installs, constructs, maintains, extends or operates any Facilities in the Right-of-way, it shall maintain a performance and maintenance bond as set forth in the City's Ordinance for Construction and Use of Rights-of-Way, or as set forth in the Franchise Ordinance of Franchisee. To the extent any Franchisee installs, constructs, maintains, extends or operates any Facilities anywhere else within the City, the City may require a bond in the Franchise when reasonably deemed necessary. A copy of any required bond must be on file with the City Clerk.

Sec. 32-220. - Applicability.

The provisions of this Chapter shall apply to the full extent of the terms herein, and said provisions shall be deemed incorporated into each Franchise.

Sec. 32-221. - Federal and State Law.

The requirements set forth in this Chapter shall be subject to the provisions of K.S.A. 12-2001 *et seq.* (as may be amended), and any other applicable federal or State law.

Sec. 32-222. - Failure to Enforce.

The failure of the City to insist upon the strict adherence to the requirements of this Chapter or of any Franchise shall not be construed as a waiver or relinquishment for the future of the rights of the City to enforce this Chapter or any Franchise or any term or provision thereof.

Sec. 32-223. - Severability.

The provision of this Chapter shall be liberally construed to effectively carry out its purposes, which are hereby found and declared to be in furtherance of the public health, safety, welfare, and convenience. If any clause, sentence or section of this Chapter shall be held to be invalid or unenforceable, it shall not affect the remaining provisions of this Chapter.

Secs. 32-224—32-230. - Reserved.

Section 2. That said original Sections 32-206, 32-207, 32-210, and 32-213 through 32-223 are hereby repealed.

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

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

THIS _____ DAY OF _____, 2018.

David Alvey, Mayor/CEO

Attest:

Unified Government Clerk

Approved As To Form:

Ryan Haga, Assistant Counsel



Staff Request for Commission Action

Tracking No. 1849

Full Commission Meeting Date: NA

Committee: Public Works & Safety

Date of Standing Committee Action: 1/29/17

(If none, please explain):

Publication Required: No

<u>Date:</u> 01/17/2018	<u>Contact Name:</u> Jeremy Rogers, Jack Webb	<u>Contact Phone:</u> x8304	<u>Contact Email:</u> jrogers@wycokck.org	<u>Department/Division:</u> Parks & Recreation
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Item Description:

2018 Mowing Report: Public Works and Parks and Recreation will be updating the commission on the status of the new mowing initiative that the UG adopted out of the SOAR Program.

Action Requested:

Presentation only

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Mowing Report



Department of PARKS AND RECREATION

5033 State Ave.
Kansas City, KS 66102

Phone: (913) 573-8327
FAX: (913) 573 8328

MEMORANDUM

TO: Jeff Fisher

FROM: Jack Webb
Deputy Director of Parks and Recreation

DATE: December 18, 2017

SUBJECT: Final Mowing Update

General

- Our Parks Lot mowing team completed ten full rounds, and an eleventh mow of the most visible lots.
 - This team mowed 7408 times this season—a 68% increase from last season and an 88% increase from the 2015 season
 - 1320 individual lots were mowed this season
 - Privately Owned—Started this season mowing over 770 privately owned lots, but through research and communication, that was cut to 418 privately owned lots by the end of the season
 - UG Owned—542 lots-184 more lots than last season
 - When added together, these 2 numbers are slightly higher because of the properties that transition to and from the Land Bank because of conveyances and tax sales
- Parks' Lot Contractor completed 6 full rounds of mowing this season-2 more rounds than last season.
 - The contractor mowed 13,460 times this season—a 36% increase from last season and a 74% increase from the 2015 season
 - The contractor mowed 2833 individual lots this season
 - Privately owned—Started this season mowing over 1800 privately owned lots, but through research and communication, that was cut to 1329 lots by the end of the season
 - UG Owned—1142 lots
- We removed over 350 tax current properties from the rotation.
 - Of those lots that were removed, only 11 properties came back to the QRTT through the Code's Abatement process

- Lots were sprayed for Broadleaf weeds twice this season.
 - Noticed a reduction in vegetation in mid-summer
 - Recommend the continuation of this program for 2018
- The biggest challenges that we are facing are finding the most accurate way to track our crews, and figuring out how to track and update when lots transfer ownership/become delinquent (tax sales, and Land Bank conveyances) and staffing.
- As of 12/18, the Parks QRTT team received 2,016 14 Day Abatements—483 requiring debris removal
 - Lucity states that 1,338 abatements have been completed this season (some issues are taken care of by the property owner before the 14 days have passed)
 - The QRTT were sent 613 abatements in 2016
 - The Parks QRTT crew worked an average of 240 hours of overtime from April-October to keep up with the increased Code Enforcement presence
- QRTT was called to 108 instances where the owner of the property was given 24 hour notice to clean their property and they did not. These require immediate attention and can range from picking up tires to entire houses that have been set out (usually from an eviction)
- This crew also has 10 lots to maintain on a monthly rotation, and 67 lots on a bi-monthly rotation
 - These lots are mainly UG owned and highly visible around City Hall
- They are called to complete special projects like mowing fire and police stations
- QRTT has been called to one property more than 10 times this season to remove debris that has been dumped

