



Public Works and Safety Committee
Standing Committee Meeting Agenda
Monday, November 26, 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

☐

Tom Groneman, BPU Board Member

☐

- I.** **Call to Order/Roll Call**
- II.** **Revisions to November 26, 2018 Agenda**
- III.** **Approval of standing committee minutes from September 17, 2018.**
- IV.** **Committee Agenda**

Item No. 1 - RESOLUTION: LEASE PURCHASE AGREEMENT WITH AXON TO SUPPLY TASERS TO THE POLICE DEPARTMENT

Synopsis: Request approval to enter into a lease purchase agreement in which Axon will supply tasers up front and the Unified Government will pay for them over five years with no interest, submitted by Susan Alig, Legal.

Tracking #: 18507

Item No. 2 - RESOLUTION: AUTHORIZING THE DONATION OF EQUIPMENT

Synopsis: A resolution authorizing the donation of equipment from the Kansas City, Kansas

Fire Department to Piper High School, Tonganoxie Fire Department, and the Historical Society, submitted by Katie Devlin, Legal.

Tracking #: 18508

Item No. 3 - RESOLUTION: REVISED BLOCK PARTY PERMIT POLICY

Synopsis: Request approval of a revised Block Party Permit Policy that changes the liability language in the policy to be consistent with the liability language in the permit application, submitted by Susan Alig, Legal.

Tracking #: 18517

Item No. 4 - PRESENTATION: DATA DRIVEN STREET PRESERVATION

Synopsis: Presentation regarding the condition of the UG Pavement Network, and begin developing our plans for how to address the needs of the network moving forward, submitted by Brandon Grover, Public Works.

For information only

Tracking #: 18520

Item No. 5 - PRESENTATION: 2020-2023 PUBLIC WORKS CMIP PROJECTS

Synopsis: Presentation regarding CMIP and the projects that will have work going on during the years of 2020 thru 2023, submitted by Brandon Grover, Public Works.

For information only

Tracking #: 18522

Item No. 6 – UPDATE: UG-KCMO COOPERATIVE AGREEMENT FOR LONG TERM BIOSOLIDS TREATMENT

Synopsis: An update on the Unified Government's progress in finding a viable regional solution to manage Biosolids, submitted by Jeff Fisher, Public Works Director.

For information only.

Tracking #: 18523

V. Public Agenda

VI. Adjourn

**PUBLIC WORKS AND SAFETY
STANDING COMMITTEE MINUTES
Monday, September 17, 2018**

The meeting of the Public Works and Safety Standing Committee was held on Monday, September 17, 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 BPU Board Member Tom Groneman. The following officials were also in attendance: Joe Connor and Melissa Sieben, Assistant County Administrators; Susan Alig, Assistant Counsel; Carol Godsil, Deputy Unified Government Clerk; Alan Howze, Chief Knowledge Officer; Brandon Grover, Asset Coordination Manager for Public Works; Troy Shaw, County Engineer; John Kelly, Director of Buildings & Logistics; Michael Callahan, Fire Chief; Tim Nick, Operation & Maintenance Superintendent in Building & Logistics; Jeff Fisher, Executive Director of Public Works; Lideana Laboy, Traffic Engineer; Kathleen VonAchen, Chief Financial Officer; Patrick Waters, Senior Attorney; Lynn Melton, Assistant to the Mayor; and Jay Doleshal, 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 from July 23, 2018. **On motion of Commissioner Johnson, seconded by Commissioner Markley, the minutes were approved.** Motion carried unanimously.

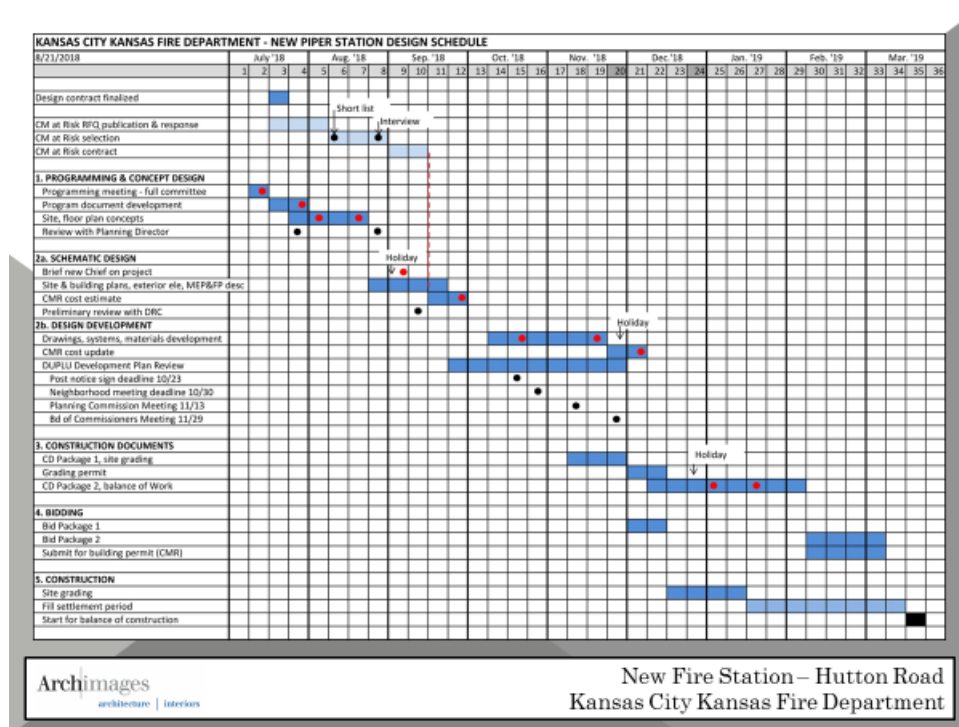
Committee Agenda:

Chairman Bynum said we have five items on our agenda tonight. All of the items are for information only. No action is required.

Item No. 1 – 18401...PRESENTATION: NEW FIRE STATION AT HUTTON AND LEAVENWORTH ROAD

Synopsis: Second in a series of presentations by staff and Kile Morrison of Arch/images on the progress of the new fire station at Hutton and Leavenworth Road, submitted by John Kelly, Director of Buildings and Logistics.

John Kelly, Director of Buildings & Logistics, said we have Kile Morrison here, with Arch/images, who's going to go over it again. We have a little bit of an update from the last time we were here with you guys that kind of shows a little bit more of the layout and talks about the CMR process and CMR that is selected for this particular fire station.



Kile Morrison, Arch/images, said this is the same schedule that we showed you before. I just wanted to let you know that we are on track and continuing on that schedule. Since the last time we met, we have been through the construction manager risk selection process. We've also made significant process on the building and site design.

Right now, we're working on a schematic design submittal that will be finished by this Friday. We will give that to the construction manager for the first round of pricing. This is a very, very critical step where they confirm that we are within budget. From there, we're able to track all of our design efforts and budget together.

We have a meeting scheduled with the DRC on September 25th. We expect to have that pricing back by October 5th.

While they are pricing it, we'll also be doing an energy analysis. Within the pricing package, there are going to be some options on things like HVAC systems. We'll be able to compare the prices of the different types of HVAC systems with their energy costs and make decisions from there.



Four firms were interviewed for construction manager and Haren Construction has been selected. They have completed two of the more recent fire stations within the metro area. This one was done for the City of Lenexa. Of note is, they were not, in either case, the originally selected contractor but came in and resolved pricing problems that both of the projects I'm going to mention have. They're very, very good at working with that kind of thing.



The other recent project actually is one that's currently in construction in Prairie Village at 79th & Mission. The upper picture there is about a week old, I think, and shows where it is in the construction process. If you're not familiar with construction manager at risk, this is a means of bringing a contractor on board alongside the designers so that they become the holder of the schedule and budget while we are completing design. So, they'll be working very closely with us as we move forward in checking our design frequently and providing input in terms of both constructability, schedule issues, pricing, and so forth.

An example might be the designers really like a certain building material. They'll be checking on that making sure that building material fits within the budget, but also, that it's available and doesn't have a six-month lead time and that kind of thing. It's a good system that really adds a lot of value.

As the design is completed, of course, they'll bid out subtrades. It's a very open-book process where the Unified Government will be able to see what those subcontract bids are and participate in selecting those bidders.



The site plan really hasn't changed. This drawing hasn't changed from the one that you saw previously. We are going to be adding and pricing a fueling island here and, of course, adding some more detail to it.



September 17, 2018

This is the floor plan that I don't believe you've seen before. To orientate you, it's actually turned 90 degrees from that site plan, so north is to the left on this plan. On the left side, the north side, we have the apparatus support spaces, starting at the bottom. Starting at the bottom, we have EMS storage, which is close to the front door. It will be a resupply for other ambulances that are in this area. Above that is the SCBA fill for breathing apparatus. Then we have a decontamination area that includes the extractor room for turnout gear and a decontamination restroom. Above that is gear locker area. The gear locker area will be hardened as additional storm protection so if this station is in the direct path of a tornado or something, they can go in there as a safe area.

We have a 2.5 bay apparatus room. The intent is that on the right, we have space for an ambulance and then two full-length bays that are drive-through bays for trucks.

Mechanical, electrical, janitor, and a workbench completes this area.

The living spaces. We have an entrance vestibule on the west side down here at the bottom that will be a public entrance. Right inside that is a toilet facility and then the ready room right there.

Next up, these green spaces include the day room, kitchen, and dining on the right. It will have four built-in pantries and three refrigerators for the three shifts.

The fitness room is sized for the fire station, obviously. It includes areas for free weights and some different machines in here.

The blue areas. We have eight bunkrooms, two captains' office/bunkroom combinations, a laundry and a study in that area. Then we have four individual toilet/shower rooms. This is kind of the trend in fire stations today because they're independent of the gender mix of the crew so we don't have to try to guess how many males and females per shift.

It's a very highly efficient floor plan. One of the things we always look for in fire station design is rapid and direct access to apparatus bays, so we have very short distances to the apparatus bays. Also, we have a very favorable space ratio in terms of very little circulation space.



For the exterior design of the station, Arch/images held an internal shert where several of our designers worked up design ideas. We selected five of those that we took forward to the steering committee and got their reaction. This is the design that was selected and that we're moving forward with right now.

We tried to focus on a number one, a building that will be a long-term, durable building, something that will hold up aesthetically and functionally as well. We see this as a model that can go forward in different neighborhood settings. It has a modern residential feel and can be put into a rural setting, an urban setting, a commercial setting, or a neighborhood setting. We think it's a good model. Of course, the XX up here will be the station number once that's identified. We're looking forward to a long-term building that maximizes energy efficiency and minimizes maintenance costs and, of course, meets the, first, cost budget, most importantly.

Commissioner Kane said I appreciate the update. Here is says: fill, sediment period. Can you explain that to me, please? **Mr. Morrison** said yes. The geotechnical recommendations we have on the existing soils state that in areas where we have fills over 5' or deeper fills, we need to place that fill and let it sit in place for a period of time so that it's not so much that the fill that we're placing settles because we can compact that, but it's the soil material that's underneath that will tend to compact because of the weight of the material that's been placed on top of it. So, it's

recommended that—in this case we’re going to have, we’ve got a fairly sloping site so we’re going to have 5 – 6’ of cut and 5 – 6’ of fill in different areas. In the areas that we’re doing the fill, we need to let it stand for a little while. There’s actually a monitoring device or devices that will be put in place so that we can monitor to assure when it has stopped settling.

Commissioner Kane asked we couldn’t pack that. Packing wouldn’t help? **Mr. Morrison** said I’m sorry. **Commissioner Kane** said we couldn’t pack it down. That wouldn’t help? **Mr. Morrison** said we will be packing what’s newly placed; it’s the material that’s underneath it that we’re allowing to condense by doing it this way. **Mr. Morrison** said we’d have to dig a whole lot more out to be able to compact it all.

Commissioner Kane said one more question. The approximate completion date? **Mr. Morrison** said we’re saying March of 2020; however, now that we have the CM on board and once we have confirmation of what we’ve done so far as on budget, then we can work on how we can condense that.

Chairman Bynum said I have one question. On your timeline it shows about midway down, the neighborhood meeting. It looks like there’s a deadline of October 30th to hold that meeting for our planning process, apparently. My only question is, it appears that meeting will be sometime in October. Can you just make sure that Commissioner Kane and I, in particular, and preferably all the commissioners, have the notice of that meeting so we can make sure the community knows. I realize those meetings can be kind of a technical part of a process, but in this case, I think it’s also going to be a really helpful meeting for just helping people understand. Wouldn’t you agree, Commissioner? **Commissioner Kane** said absolutely. Instead of notifying the people that are the closest, I think we notify the whole community. **Chairman Bynum** said agree. **Commissioner Kane** said they’ll want to know, like what he said, he says he’s (inaudible), I’m not. The filling sediment and some other things—I think it’s great what it looks like, so we can tell the community here’s what it looks like. Here’s why we’ve got to do this for three months or whatever it is, and we’re ready to go.

Commissioner Philbrook said I agree for your area, but I think it would be good for all of us to get the information. The reason I say that is because if we’re looking at this as a template for possibly putting it in other locations, I think we’d be able to get the best bang for our buck if we

get more people in there from all over the community to see what might be coming to their area.

Chairman Bynum said I think that's exactly correct and I appreciate that.

My only comment, if we think this might be a template, in this design, I don't see any kind of community room. I realize Piper has a nice community center, but if we are looking for something, they might, but I think if we're looking for something that could be a template, we certainly want to consider.

Mr. Morrison said I would think, excuse me, correct me here, we would expect that going forward as we do the next one, maybe the next one doesn't need EMS storage and a SCBA room, but it does need a community room or things like that. Typically, those floor plans (inaudible) for a little bit from one to the next and we'd make it adapt then.

Commissioner Johnson asked what is the cost on this. **Mr. Morrison** said our total budget is \$4M. We are working on exactly what all has to come out of that. For now, we're saying \$3.6M for construction. We should have that number by the end of the week. **Commissioner Johnson** said will that, and I'm just thinking in the same lines in terms of this being a template for future developments and, of course, time drives up costs. I know that. Is this a guaranteed? Will this be a guaranteed contract? **Mr. Morrison** said yes. That's the at-risk part of construction manager at risk, is there's a guaranteed maximum price. Within that, they will hold some unallocated money for unforeseen things that come up, the little money that covers the things that always happen.

Action: For information only.

Item No. 2 – 18396...UPDATE: POLICE TOW LOT

Synopsis: Update on the Police Tow Lot Project, presented by Kathleen VonAchen, Chief Financial Officer, and Jason Glasrud, Development Manager, CBC Real Estate Group.

Unified Government – Vehicle Impound Facility Cost / Benefit Analysis

PRESENTATION OF FINDINGS – September 17, 2018



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Kathleen VonAchen, Chief Financial Officer, said tonight, we are going to provide you an update on our vehicle impoundment facility, often referred to as the Police tow lot. This is a project that was approved in our capital program at \$5M. Over the course of the past year and one-half, we've been working on getting this project up and going. We're happy to provide you with an update tonight.

We did form an executive team to begin the execution of this project. That team included Gordon Criswell, our Police Chief, Dustin Dungan who is from the Police Department, and our consultants CBC Real Estate Group, who we have with us tonight. Jason Glasrud will be presenting as well as Bill Crandall is here to provide additional comments.

I did want to point out that Greg Wooten, from the Public Works Department, is also here if there are any questions you have for him.

At this time, we'd like to provide the update. I'll just remind you that there is no action required for this agenda item.

Jason Glasrud, Development Manager, CBC Real Estate Group, said we're pleased to be here before you tonight to provide this update on the vehicle impound facility. I'm joined by Bill Crandall, Managing Principal of CBC.

September 17, 2018

As Kathleen said, we're here to present our findings on the vehicle impound cost benefit analysis work that we've been tasked with and are performing as the initial scope of work under our real estate advisor project consultant contract, which we executed late last year.

As Kathleen said, a special thanks to Chief Ziegler, Major Nicholson, Major Dungan, and everyone on staff who worked with us for the past several months, shared their knowledge on how a facility owned and managed by the Unified Government and Police Department can bring efficiencies to this process and improve experience for the customer, which is really at the heart of what we're trying to accomplish.

Tonight, we intend to cover two major topics relating to the overall cost benefit of the proposed vehicle impound facility. First, we'll review the goals of the UG and the Police Department that we set out at the beginning of our work, really why is the tow lot necessary.

Next, we'll review the summary of our activities to date, the scope of work that we were tasked with performing. The heart of our presentation will be the operational component of the tow lot as well as the development of the facility itself related to the \$5M budget that has been allocated for site development and construction of the new tow lot facility.

Finally, we'll talk about the criteria that we put in place that will govern our site selection work. It's important to recognize right off the bat, we have not identified a site for this project. That will begin immediately following today's presentation.

Unified Government – Vehicle Impound Facility Cost / Benefit Analysis

Goals of the UG & Police Department:

- **Bring all tow operations in house:**
 - ✓ Current tow companies not complying with current RFP 29-071 and contract requirements.
 - ✓ Improper facilities for police investigation search of vehicles
 - ✓ Response times remain below 90% compliance target.
 - ✓ Eliminate theft of property from victims' vehicles
- **Enhanced Safety, Security and Customer Experience**
- **Chain of Custody Considerations**
- **Enjoy Benefits of Auto Auction Revenue**



Goals of the project. Stepping back several years when Major Dungan gave his presentation before this standing committee really outlining the justification for a new vehicle impound facility was based on these fundamental principles.

Number one, bringing all tow operations in-house. The current tow companies were not compliant with RFP 29-071. The facilities were really under par in terms of conducting investigations and really wanting to eliminate theft of property from victims' vehicles.

Number two, enhancing safety, security, and customer experience. As you'll see in our timeline, we've had an opportunity to visit several comparable facilities—our neighbors in Kansas City, MO, for one; Omaha, NE, is another that I visited personally, and I know other members of the team have as well. This is really the heart of why they built their facilities and we've learned a lot from them that we would like to apply to Kansas City, KS. Chain of custody considerations.

Finally, enjoying the benefits of the auto auction revenue of which the Unified Government does not today. We've put some assumptions around what we believe is possible of bringing the auction in-house.

Unified Government – Vehicle Impound Facility Cost / Benefit Analysis

Summary of Activities:

- Initial Research into Tow Lot: Summer 2015
(KCK PD)
- Presentation to Standing Committee by Major Dustin Dungan: September 29, 2015
- NON Issued – Real Estate Advisor: June 22, 2017
- CBC Presents to Selection Committee: August 29, 2017
- CBC Advisory Contract Executed: November 22, 2017
- Kickoff Meeting with Staff & PD: December 12, 2017
- Follow-up Meeting w/ Staff & PD: February 13, 2018
- Tour of Kansas City, MO Tow Lot: March 2, 2018
- Interview & Select Civil Engineer: March 21, 2018
- Attend Kansas City, MO Auto Auction: April 17, 2018
- Tour of Omaha, NE Tow Lot: May 1, 2018
- Meeting & Demo with Auto Return: May 7, 2018
- Interview & Select Architect: May 17, 2018
- Initial Site Assessments: Ongoing
- Preliminary Presentation of Findings: June 26, 2018

Continued on next page



So, just to review. We came onboard last fall; not quite a year ago, responded to the notice of need back in June. Since that time, we've been conducting all of our background research that has led to tonight, including heading on the road going to Omaha and visiting with as many

people that are involved with the operation and management of tow lots on a regional basis to learn what we can and inform this analysis.

Summary of Activities:

- **Meeting on Staffing Assumptions:** July 5, 2018
- **Presentation to Chief of Police:** July 31, 2018
 - Key Takeaways:
 - Revise Staffing Cost Assumptions
 - Review Weekend Operational Scenarios
 - Review Storage Fee Rate Sensitivity
- **Presentation to County Administrator:** August 23, 2018
- **Presentation to Standing Committee:** September 17, 2018
- **Kick-off Meeting (Architect/Engineer):** Post Standing Committee Meeting
- **Site Evaluations & Test Fits:** September – November 2018
- **Recommend Site Acquisition:** November – December 2018
- **UG Commission Approve Site:** November – December 2018
- **Design Development:** January – February 2019
- **Construction Procurement:** February – March 2019
- **Planning, Permitting Approvals:** April – May 2019
- **Start Construction/Site Work:** June – July 2019
- **Facility Construction:** July – December 2019
- **Furniture/Fixtures/Equipment Fit Out:** December – January 2020
- **Commence Operations:** January 2020



We had an opportunity to brief the Chief of Police, his staff, as well as the County Administrator, which led us to tonight.

Looking ahead, it is our hope that we can move forward with site evaluations and test fits. We have already brought on a civil engineer, Continental engineers, as well as Wellner Architects so we can hit the ground running with site evaluations throughout Kansas City, KS, and determine which is ultimately the best location for the long-term success of the tow lot and really refine our budget, which we'll talk about later, but move this towards design construction and ultimately opening.

While this is an aggressive timeline given where we're at, our goal would be to have this facility opened in January 2020. Not contemplated in here are some of the things such as neighborhood meetings, Planning and Zoning, and things like that, that will need to take place.

CBC's Scope of Work:

Understand all aspects of the tow lot business, and operational considerations and determine whether or not the benefits outweigh the costs

1. **FACILITY OPERATIONS ANALYSIS:** Objectively test the business case and determine whether estimated costs are less than the economic "benefit" of the projected annual tow lot and auto auction revenues.
2. **FACILITY DEVELOPMENT:** \$5,000,000 budget
 - 10 acre site
 - 5,000 vehicles per year



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Our scope of work was twofold. One, objectively test the business case to determine whether the cost that we're estimating to operate the facility are less than the economic benefit of the projected tow lot and auto auction revenues, really, the storage revenue that will be realized as well as the auto auction. Those are the two primary sources of revenue.

Secondly, the facility development. Will \$5M be adequate to purchase, as the case may be, 10 acres of land and build out the site to service 5,000 cars per year, which is the estimated volume.

B. EXECUTIVE SUMMARY

1. Facility Operational Cost/Benefit Analysis
2. Facility Development Analysis



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Before we move on to the executive summary, I think it's important to kind of set those basic parameters that govern our work, specifically, the first data point—5,000 cars per year processed is the estimate that we were given, which all of the subsequent information is based off of. That includes vehicles that will be stored and retrieved, and also vehicles that will be auctioned. That includes vehicles that were involved in a crime or an accident; all of the above. Of those 5,000, our breakout is 3,000 of those will be towed, stored, and ultimately retrieved by their owners. Likewise, approximately 2,000 will be towed, stored, and ultimately auctioned off once contact with their owners and lienholders have been exhausted. I believe that notice period is approximately 30 days. Revenue will be generated off of nearly all those 5,000 vehicles, and that's what our estimates reflect.

Unified Government – Vehicle Impound Facility Cost / Benefit Analysis		
EXECUTIVE SUMMARY: FACILITY OPERATIONAL COST/BENEFIT ANALYSIS		
The first section of this report addresses operational considerations assumed for the Vehicle Impound Facility.		
Included in these assumptions are Fixed and Variable costs, including staffing, lot management software, and tow fees and revenues from storage, administration fees and auto auctions.		
Overall, we are showing the Vehicle Impound facility to be revenue positive :		
Vehicle Storage Fees:	\$460,200	(\$35/day for avg. 5 day stay, closed Sundays)
Administration Fees:	\$0.00	
Auto Auction Income:	\$966,000	
Total Projected Revenue:	\$1,426,200	
Full Time Staffing:	\$414,469	(Reflects M-F 8:00 am – 5:00 pm; Sat. 9:00 am – 1:00 pm)
Part Time Staffing:	\$57,720	(Starting salaries reflect "Step 9" in Classified Comp Plan)
Annual Debt Service:	\$402,264	
Other Operational Costs:	\$335,000	
Total Operational Costs:	\$1,209,452	
Operational Costs v. Proj. Revenue:	\$216,748	Cost/Benefit Ratio of 1.18
<i>Note: Sensitivity analysis on eliminating weekend hours and increasing storage fees resulted negligible benefits. Duration of stay (3 days v. 5 days is a more significant driver of revenue)</i>		
		

This first section addresses the operational considerations, the fixed and variable costs that go into the operation of the facility. That includes staffing. It includes lot management software, tow fees, revenues from storage, administration fees, and the auto auction itself. What you'll see—I've included three sources of revenue, but we're only counting two really at this point: the vehicle storage fees of \$460,200 annually and auto auction revenue of \$966,000 annually.

Now, what do those numbers represent? As you'll see my note on the right-hand side, that is \$35 a day for vehicle storage. \$35 a day for a five-day stay on average, not accruing storage fees on Sunday. We believe this is a pretty conservative estimate. Number one, \$35 a

day for storage is consistent with what the market is today in Kansas City, KS. We wanted to show that we weren't increasing costs if necessary.

Secondly, a five-day stay is what we anchored our revenue assumptions on; some may be more, some may be less. As a data point, Kansas City, MO, their average stay is 7.6 days. We're erroring a little more conservative on that. Again, as I said, that does not include charging on days that we're not open, which right now the analysis assumes only closed on Sundays.

On the auto auction revenue, that assumes, as I said, just shy of 2,000 vehicles auctioned per year, with an average auction sell price of \$500 per car. Now, that will vary as steel prices go up and down, but we wanted to anchor off of a number that we felt confident that we could reach here in the next year or two once we're open to start our estimate. A little further back, you'll see in the appendix, we've anchored off of the median, which is this number, but also wanted to see what the results would be at 20% higher as well as 20% lower and how that would affect the overall cost benefit. I won't go through all of that data tonight, but it is a part of the package in the appendix if you wish to see that.

Chairman Bynum asked what would full-time staffing be. How many people? **Mr. Glasrud** said yes. I can answer that. That is actually found a little bit later in the presentation, but standby while I pull it up. **Commissioner Philbrook** said I do like the idea that it's a positive. **Mr. Glasrud** said yes, it is.

We have assumed nine positions. That includes from supervisor to three admin support specialists, equipment operators, and security officers. Even though we will not be open 7 days a week/24 hours a day, it will be staffed 7 days a week/24 hours a day because the Police Department will be receiving tows in the middle of the night, on a Sunday, as cases may be so the security officer is a position that we've included as well as some part-time support staff to fulfill those times.

As Bill was indicating, we did those positions, those titles with Police Department staff. It's anticipated that while the number may change, those are the positions that we're targeting to bring onboard to operate the facility.

Full-time staffing is 40-45 hours a week. Part-time staff, 10-20 hours per week.

Commissioner Kane said we started on this in 2015 and we thought it was a good idea then and I think it's a good idea now. My question to staff is, why are we just now seeing this again?

Why wasn't this even worked on for two and one-half – three years? **Joe Connor, Assistant County Administrator**, said from what I know about the project, it was never stopped being worked on. There were a lot of stops and starts with locations, if I remember right. There were tours that were happening. There were all kinds of activities that were happening with this. The site location, that was part of the issue. They were trying to figure out what site they were going to go to. **Ms. VonAchen** said it wasn't approved until the middle of 2016 for the 2017 budget. **Commissioner Kane** said I'm pretty sure we looked at it sometime in 2015. We might not have approved it, but we would have thought you either came back to us before now to say we've got a plan. I think it's a great idea. I want to do it. Some of these things, in my mind, are taking too long to get processed.

Mr. Glasrud said thank you, Commissioner. I did pull up the summary here to recap when we got kicked off in earnest really responding to the notice of need was June 2017. I think that really started the process you're referring to that got us to that.

Just to wrap up, the operational cost benefit, we were talking about staffing. Again, these are initial estimates for full-time/part-time staff positions. Part-time is included there to cover evenings and weekends in the overnight hours.

Bill Crandall, Managing Principal of CBC, said, Jason, just one real quick things. I think in addition to the positions and the titles of the positions, we also tested different service hours: opening late, Saturdays, and whatnots just to make sure that we were properly serving the community and providing the maximum amount of exposure in our operations to allow for people that couldn't get there during the normal five days during normal working hours.

Mr. Glasrud said another major component to the operational assumptions is the annual debt service on the \$5M. We did include that. You'll see the \$402,264. That's actually higher than what we are projecting today on the \$5M since our projected construction budget is higher than \$5M, we wanted to adjust the potential debt service for what we think today the construction budget would be. That reflects a higher number than we're currently projecting.

Other operational costs are \$335,000. That includes items such as towing expenses that the Unified Government would incur, cancellation fees. If the Police Department requests a tow but is cancelled for whatever reason, the Unified Government would be responsible for that tow fee.

The facility operating expenses; the costs to heat, cool, lights, secure it, janitorial, all of those numbers have been assumed in that as well as an operational cost. You'll see the total operational cost versus revenue is positive. It will be at just over \$200,000 for cost/benefit ratio at 1.18.

We can take a deeper dive into any of these items a little bit later, but that is a snapshot of what we're projecting today on the operational side.

Unified Government – Vehicle Impound Facility Cost / Benefit Analysis			
EXECUTIVE SUMMARY: FACILITY DEVELOPMENT ANALYSIS			
The second section of this report addresses the assumed site development and construction costs for the Vehicle Impound Facility.			
Given the fact that a site has not yet been selected, the assumed costs shown throughout the analysis represent an estimate of probable costs, based upon current market pricing for certain commodities and our consultant's recommendations.			
Included in these assumptions are land acquisition, hard construction costs, furniture, fixtures & equipment and the associated fees and overhead assumptions for the Civil Engineer, Architect and General Contractor.			
Budget: \$5,000,000			
	<u>Low (20%)</u>	<u>Mid-Range</u>	<u>High (20%)</u>
Land Acquisition:	\$348,480	\$435,600	\$522,720
Site Work Costs:	\$2,614,037	\$3,267,546	\$3,921,055
Building Construction:	\$960,000	\$1,200,000	\$1,440,000
Project Management Fees:	\$147,229	\$196,306	\$245,382
Furniture, Fixtures & Equipment:	\$162,360	\$202,950	\$243,540
Other Soft Costs:	\$472,113	\$529,394	\$586,675
TOTAL:	\$4,806,096	\$5,959,459	\$7,112,822
Cost v. Budget:	\$192,903	-\$959,459	-\$2,112,822

Moving onto the development analysis. This section assumes the site development construction cost for the facility. Again, I reiterate, we have not selected a site yet. I have done a number of tours of the market. I have some sites that I would like our consultants that we've brought on to start looking at and start pricing to give us some tighter estimates. But for now, we're assuming a whole host of items will need to be done to make this site developable, to make sure we're capturing to see how that would be reflected against the \$5M that we have to spend today.

Included in these assumptions, as you'll see, are land acquisition, hard construction cost, which includes the vertical construction of the buildings, furniture, fixtures, and equipment, and all the associated fees and overhead that go into a facility of this magnitude including paying the civil architect and the general contractor. We have not selected a general contractor at this time, but we will go through a separate procurement process once design development has been completed.

As you'll see, the mid-range, we are projecting being over budget a pretty significant amount, just shy of a million dollars. The vast majority of that is in the sitework costs. Again, that is reflective of everything we think may be included in what it would take to develop a 10-acre site and pave it. Once we broke out that sitework estimate, paving is a significant portion of it. If recall, this is a 10-acre site of which close to 100% of it will be paved with asphalt and securely fenced and securely lighted. We wanted to, at this juncture, provide you our best estimate of where we think this might come in.

Commissioner Kane said that's why I thought if we had started this project a couple of years ago, it would have been cheaper. I would think you'd want to dwindle that number down to less than half of that. **Mr. Glasrud** said, Commissioner, that's our goal. **Commissioner Kane** said I appreciate that, but \$1M is hard to shallow. We have other expenses as well. Like I said, I'm for this, but at \$1M over, I'm not for it. **Mr. Glasrud** said I think it's important to point out here as well, that land acquisition number would go a long way to solving that \$1M problem if we were able to obtain land that is owned by the Unified Government in the Land Bank that we wouldn't be paying \$1 a square foot for 10 acres. It would be a start. I think it's important that we pick the right site for the long term for this facility. That is a big part of the site selection criteria that we'll use in our evaluation.

Chairman Bynum said just a general question on your costs. Are soft costs generally just a percentage of everything else? **Mr. Crandall** said they can be. On a project like this—typically, if I were just budgeting any project, I'd say the total soft costs are approximately 20% of the total project costs. What skews this project is the land development costs are so much more than say a building cost. The architectural fees on a project like this will probably be less than the civil engineering fees just because of the relative cost of each of those two buildings so that's a little bit out of sync. Yes, you can, but when you get down to smaller projects like this, using gross assumptions like that is probably not the most accurate way to do it. To that end, we have hired an architect. We've got a fee negotiated. We've got a civil engineer fee negotiated. We generally know what construction management fees will be. I think if we can get a site that the Unified Government owns, that would cut out a lot of cost. If it's a site that has a lot of topographic challenges and we're trying to have a flat pancake 10-acre site and you have to spend a whole bunch of money to make that site flat or workable, then you're exchanging construction

dollars for land dollars. There's an equation where we're trying to find the best long-term solution which may not be the flattest most perfect site in the best location that the UG owns. As best we can right now, we're trying to handicap the variables. As we go through this next phase, we will be looking at multiple sites and not evaluating just on their land costs but evaluating them on their proximity to the best location to their land costs to all their site improvement costs, utility costs, everything that goes to make this site workable. In this instance, it really is an equation that you have to balance for the optimal solution with three or four different variables.

Mr. Glasrud said I'll pause here at the conclusion of the executive summary. I'm happy to dive into whether it's on the operational side or the site development side, whether it's staffing or construction costs assumptions, hours of operation, any of those types of things, I'd be happy to do that; otherwise, we can skip ahead and talk about some of the topics Bill was discussing on site selection.

Unified Government – Vehicle Impound Facility Cost / Benefit Analysis

Site Selection Criteria

- **Accessibility & Location**
 - Centrally located in Kansas City, KS
 - Near major interstates/highways – Ease of access for Police, Tow Trucks & Customers
 - Not near residential neighborhoods
 - Fiber accessibility
- **Site Configuration and Topography**
 - Property dimensions conducive for efficient vehicle storage and auction operations
 - Seek a relatively flat site in order to minimize site development costs
 - Locations out of the flood plain are preferred
- **Ownership / Cost of Land Acquisition**
 - UG/Land Bank properties will save on land acquisition costs
 - Not a prerequisite for consideration
 - Will evaluate

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Mr. Glasrud said I think the last discussion was a good segue into the site selection criteria. Really, three major things: accessibility and location. We want it to be easy to access, not only for the Police Department, for our tow truck drivers, but also our customers, so as centrally located in Kansas City, KS, as we can; not near residential neighborhoods. That's pretty obvious, I think. A lot of the property that we're looking at that's on the market today are in close proximity to multifamily or single-family homes and that's just not going to work. Most of my

time has been in the industrial areas of town and bouncing that with the access and central location is going to be our charge.

Then, fiber accessibility. This needs to be a highly technological enabled facility and fiber needs to be present. That's going to be a factor as well. As Bill was saying, the site configuration topography represents a big part of our budget. Seeking as relatively a flat site as possible is what developers do all day long to try to see their projects successful. Our goal is to minimize those site development costs, and then locations outside of the floodplain are certainly preferred given the sensitive nature of the work that's going to be conducted there.

Finally, as we talked about the ownership. Working on that land costs acquisition number and reducing that as much as possible. Taking a close look at property that's owned by the UG in the Land Bank will save on those costs. While it's not a prerequisite for consideration, it will be weighed heavily in our evaluation. We'll evaluate completing that thought. We'll evaluate all sites that are both on the market as well as off, even if the UG is not in an ownership position if we believe it is the right site. That's work that we will begin as soon as possible.

Commissioner Johnson asked, Joe, have we identified any locations for them as of yet. **Mr. Crandall** said no sites have been formally identified. I have, personally, some sites that are short-listed that I think we ought to take a look at. What I will do is forward those onto our internal working group, make sure that they sign off before I put them in front of our architect and our civil engineer to start pricing and to measure what we believe the site development costs would be of those locations against where our budget is today. Our goal is to hopefully bring a site to the Commission before the end of the year to acquire for this property and have a budget associated with it.

Commissioner Johnson said when we talk about the Land Bank and things of that nature, properties, I understand that you all are looking for that. It would seem to me that we would be working in conjunction with each other to find these strategic locations. That's why I forwarded my first question to Joe. I mean, are we looking progressively to find a location that will satisfy the needs of this particular project? What my concern is, is that we have a similar kind of discussion that we've had recently with regard to the juvenile detention center and the price goes up. I can't speak for my colleagues, but it begins to really get under our skin when we have no sense of where this number is going to be. It's kind of feeling that way right now. I don't know what everybody else is feeling like, but it just seems like we're just setting ourselves

up for a situation where the price is going to be higher than what's being initially portrayed right here.

I'm not one that shows a lot of emotion, but I want to be heard that you really need to make sure that we're identifying those properties now in a real time environment so that we won't be coming back and having this conversation that if, in fact, \$2M higher in another six months or 12 months. At some point—I'm a very patient person, but I might lose my cool. I really think we need to be expeditious with this process in identifying the land. When one person says ASAP, we all need to be on the same page of what that means. **Chairman Bynum** said I couldn't agree more for my two cents.

Commissioner Philbrook said having both two parties at least saying something about that, is it possible to move this process a little bit faster on the land acquisition as far as finding the piece or pieces that might be possible. **Mr. Crandall** said Jason has probably identified ten sites. For one reason or another, we've called them down to three or four sites right now. That would be accurate. We think, Commissioner, the other thing we've done, because we wanted to parallel track some of these activities and not just be completely sequential and everything, we have our architect and our civil engineer onboard so that as soon as we get released from this phase and we can take the three or four sites that we are thinking about and what we will do is test fit them both from a planning perspective to see if our operation fits there and do they meet some of the basic criteria for utilities, access, and centrality. Also, we'll test fit them from planning, but as well as what is the cost implication of that planning solution. As I said, you have to solve for all of those at the same time. We'd be better off buying—we might be better off buying an inexpensive construction site that costs more in land because the construction costs are going to be so high. That, literally, is what we're doing right now. I will share your frustration on pricing because it's just out of hand in the market right now. As developers, we feel the same way. This building will be—there will be a lot of dirt work on this building. There will be a lot of asphalt. The building itself is fairly simple. Fortunately, we're not in the wood timber, heavy steel trades, which are two of the trades that have been hit most significantly from this recent round of construction costs inflation.

Commissioner Philbrook said I appreciate you handling it in the manner you were describing because if you're looking at all those aspects of that project in several different

locations at the same time and balancing out which would be the best thing for us, I appreciate that instead of doing it serially.

Ms. VonAchen said I did want to point out one thing. Once the facility is operational, as I'll remind you from a few slides, roughly \$300,000 - \$400,000 per year will be recovered through the revenues generated by this facility rather than utilizing the debt related mill rate, property tax revenue. **Chairman Bynum** said that's good. Thank you. **Commissioner Johnson** said that is good news. Thank you for bringing that to bear.

Commissioner Johnson asked when did you all have identified as the completion time on this. **Mr. Glasrud** said I believe it's January of 2020. I will pull that back up. **Commissioner Johnson** said now I'm going to be the devil's advocate with Mike Kane. So, we don't know where the property is. Do we have drawings, any kind of schematics or anything? **Mr. Glasrud** said we have not kicked them off to do that until we have the site. **Commissioner Johnson** said but we think we can have it built quicker than it would take us to get the Piper fire station built. I'm sorry, Mike. I'm trying to put two and two together now. I think I'm starting to understand your frustration.

Ms. VonAchen said we wanted to let you know that we have done the RFP process for both the civil engineering firm and the architectural firm. They're ready to go. We're making this presentation so you can kind of give us the kickoff. We can land on that site selection and then the actual cost estimate for this project given the site that we're selecting.

Mr. Crandall said maybe just to add to that. I recall from our past discussions on our planning team, I think we viewed the construction procurement as more of a hard-bid environment where we would do all the design, we put it out to bid, and then we'd get contractors to bid on that and then they would build the building. Similar to the first report, we could pursue a construction manager at risk strategy where we could bring our contractor onboard now, immediately. As soon as we begin test fitting these sites and test budgeting these sites, they can begin to test those numbers so that as soon as we land on a site and get it under contract and go through diligence and get the payments made to close on the land, perhaps by that point we'll have a full set of

construction documents with a GMP max contract so they can begin immediately. That would be one way to perhaps expedite the process.

Commissioner Johnson said I understand there is a process. You just don't do these types of things overnight. I get it. I've been on the other side of the table. I also know that time is money. If, in fact, we have been going through these motions for some time now, as my colleagues have already mentioned, the longer this goes on, it's protracted, then the more money we're talking about spending. That becomes problematic. I'm glad that we have a source of repayment for this, but even with that, it minimizes that number with each passing month in terms of it affecting to reduce debt. Let's see if we can get with it.

Commissioner Philbrook said I don't know what's totally in your presentation because my phone is dying so I can't pull the presentation up on my phone. What I would like to know is in your presentation, is there something that you're going to give us an idea of—I know you have to have certain secured storage facilities for those units that are involved in some type of police action, so I don't know how big that's going to be. Are you going to be showing us that?

Mr. Glasrud said, Commissioner, to try and answer that question, we don't have a design and we don't have a site, but what we have is some of the comparable facilities that we will anchor or design—**Commissioner Philbrook** said pictures of those. Thank you because I don't want everybody to think that all we're going to do is have a pavement with a bunch of cars. That there had to be other stuff there. **Mr. Glasrud** said no, there will be a secure access administration facility where customers will pay to pick up their vehicle as well as a separate facility specifically for the Police Department to conduct their investigations with a separate lot as you will see here in Kansas City, MO. Their secure vehicle lot, 225 stalls, is separate and apart from the administration building where the general public has access. **Commissioner Philbrook** said I know that was one of our major problems. That's why we were pushing for this way back in 2015 because of some of those issues, so thank you for showing that.

Chairman Bynum asked are there other questions or comments. That was actually a good presentation and much needed update. Apparently, no other questions or comments for you at this time, so thank you very much.

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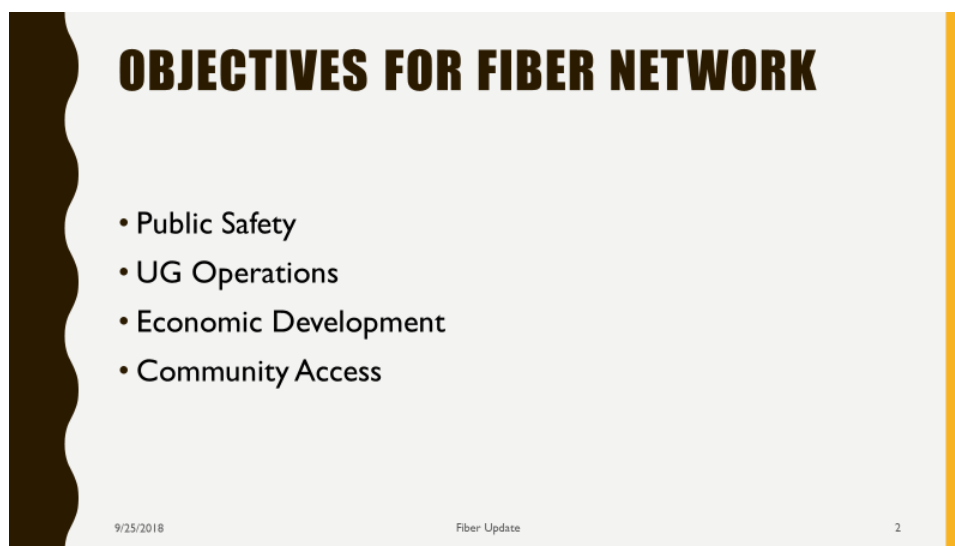
September 17, 2018

Item No. 3 – 18373... FOLLOW-UP: FIBER NETWORK - FUTURE PLANNING

Synopsis: Follow-up on potential future buildout of the fiber network, submitted by Alan Howze, Chief Knowledge Officer.

Alan Howze, Chief Knowledge Officer, said I will give you an update. Two objectives here I guess for our conversation this evening. One is to give you an update on the progress of our fiber network. The second part that we will spend some time on is in response to a question that Commissioner Johnson asked in our last update in June which was to come back with some sort of broad brush of what would the buildout of the future potentially look like and what were some of the costs around that. Commissioner, we come back to you this evening with some of that information.

I'm joined up here as well by Rob Anderson who is the Asset Manager for Public Works and Lideana Laboy, Traffic Engineer.



A quick refresh; the objections for the fiber network, public safety, UG operations, economic development, and community access. We're trying to maximize the community benefit from the investment the Commission has put forward on the fiber network across all four of these domains.

UPDATES

- Fiber completed into all Phase I sites, including: PD HQ, West Patrol, Police Academy, NRC, Fleet Center, Midtown, South Patrol, and Public Safety Communications Center
- Last segment under construction is a bore under railroad tracks between Public Safety Communications Center and South Patrol
- Initiated cutover – Public Safety Communications Center and PDHQ now operating via new fiber network
- Completed southern connection to carrier hotel – creating fully redundant loop
- Downtown businesses now accessing high-speed fiber

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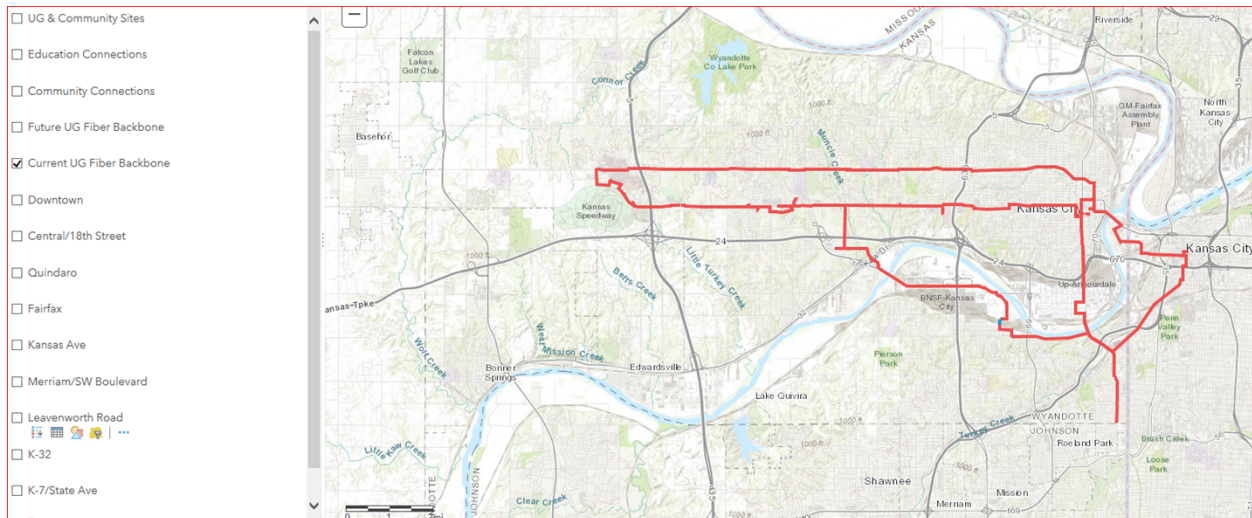
I will give you a brief update. We have completed running fiber into all the Phase 1 Police Department sites. This was a prerequisite for body cameras and this will help with police operations for in-car cameras, body cameras, and general operations. We've got fiber into PD Headquarters, West Patrol, Police Academy, NRC, Fleet Center, Midtown, South Patrol, and Public Safety Communications Center.

The last segment of construction is a bore underneath the railroad tracks between Public Safety Communications and South Patrol. That was being done today.



The red is completed and the last little segments is that section underneath the railroad tracks, and again, that was being bored today. It will be pulled through there.

September 17, 2018



If you scroll back out, Rob, what that will do is connect the link between South Patrol and 911 Center creating the redundant loop there to the south.

Also, of note here while we've got the map up, we've completed the redundant loop to Kansas City, MO to the carrier hotel to that southern route. That ensures that if something were to happen to either one of those routes, that would not disrupt our internet service in those external connections. We built a network that's redundant externally and internally as well.

We started cutting over the Police Department locations to the network, the Public Safety Communications Center and the PD Headquarters and now are operating on the new fiber network. They are bringing additional stations on as we go forward.

The last point there, some of the downtown businesses are also now starting to access high-speed fiber. That was again one of the goals that this was to make what was previously was unavailable even if you wanted it now available in some of these commercial corridors.



PD NETWORK CONNECTIONS

Connected in Phase I • West Patrol • Police Academy • Public Safety Communications Center • Midtown Patrol • Community Policing • Fleet Center • South Patrol • PD HQ • Carrier hotel in KCMO • Johnson County Emergency Ops Center • Mid-America Regional Council (911 PSAP)	Phase II Connections • Special Operations Unit • Traffic Support • Animal Services
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Again, just a refresh on the Phase 1 locations that have fiber now to them and then the Phase 11 connections that we're working with Police on, what is the approach for connecting up Special Operations, Traffic, and Animal Services. All of which sit a little bit off of the main corridors of State and Parallel.

Commissioner Johnson said I think I understand the premise, but what is the carrier hotel? **Mr. Howze** said it's a central demarcation point for public and private service providers, internet service providers, as well as in commercial and public customers. So, think of large commercial names. Think of both your Verizons and your AT&T's and all of that, but also I'm thinking of a Cerner or somebody like that would land there and from there would be able to pick up whatever services they need from a AT&T or Verizon. It's a central meeting point and so it's literally an office building downtown that's been converted and hardened and it's got floors and floors of blinkie lights and there are cross connections between different providers and entities.

Chairman Bynum said we appreciate that technical terminology of blinkie lights. That's helpful.



ECONOMIC DEVELOPMENT

- Fiber network opens possibilities for existing and new business
- Project has enabled construction of fiber to several Wyandotte businesses
- Downtown businesses now able to access gigabit service
- Working with Wyandotte Economic Development Council on potential opportunities

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Mr. Howze said it mentions accessibility now to some of the downtown businesses and working with WYEDC as well and some potential opportunities that this opens up for site location and that sort of thing. We just heard in the previous presentation about fiber being one of the characteristics they are looking for in site selection. Now we can provide that map of where those locations are for our fiber.



PLANNING FUTURE FIBER ROUTES

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So, to spend the rest of the conversation and really talking about future fiber routes and what that could look like here.



PROJECT COORDINATION

- Fiber conduit included in project
 - Hutton Road and Fire Station
 - Leavenworth Road – Phase I and Phase II
- Potential future projects
 - Minnesota Ave between 6th and 7th Streets
 - Walcott treatment plant
 - Piper school construction
 - KDOT projects such as 18th Street bridge

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First and foremost, is really thinking about what is the projection coordination, what are we doing already that we can build in conduit as were doing road projects. In this case, the roadwork that was done on Hutton Road included the laying of conduit. The new fire station planning will include fiber from the get-go. Leavenworth Road Phase 1 and Phase 11 also have that built in now to the projects, so conduits being laid there.

Looking at potential future projects, this is just a partial list, but Minnesota Avenue between 6th and 7th, the Wolcott Treatment Plant, Piper school construction, and road work that might be done on Leavenworth to get out to that location and other KDOT projects such as the 18th Street bridge. The bridge connections are choke points for fiber as they are for traffic so we want to think about how we maximize all of our bridge connections as well.

Commissioner Kane said the KCK School District is looking at what, 91st & Parallel? **Chairman Bynum** said 91st & Georgia. **Commissioner Kane** said could we—it's right there at the corner. Could we get them involved with this too? **Mr. Howze** said we could. In fact, we will talk about them—we will show them on a map here in a second. We've actually mapped out all their locations and would love to bring them in as part of this broader effort, our community effort really.

FUTURE UG CONNECTIONS

- Complete Police Phase II Connections
 - Special Operations
 - Animal Control
 - Traffic Patrol (Leavenworth)
- Connect Fire stations
 - FS 1011 N 80 Ter
 - FS 2717 Strong Ave
 - FS 6241 State Ave
 - FS 9548 State Ave
 - KCKFD Heavy Equipment Shop
- Shift traffic camera and signal system from BPU network to UG network
- Connect UG Facilities
 - Annex at 82nd and State
 - Community Centers – UG and public Wi-Fi access

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Looking at future UG connections. We talked about the Phase 11 Police connections, we're talking about fire station connections which are the ones that are in closest proximity to the trunklines we've put down. Moving to the right-hand column, shifting of traffic cameras and signal system from the BPU network to the UG network. This is working in close collaboration with the BPU and their traffic operations to kind of relieve them from being on the BPU network, which is subject to a different set of security requirements because it's a utility, which will give our traffic and signal network more flexibility.

Commissioner Philbrook said since you talked about Leavenworth Road, are we talking about our Leavenworth Road fire station too that's around 55th or so? We're not thinking about hooking them up too? **Mr. Howze** said can we hold that question for just a minute? **Commissioner Philbrook** said yes, I will shut up. **Mr. Howze** said no, it's a good question. **Someone was inaudible.** **Mr. Howze** said no, it's a lot of information we're trying to throw at you here and looking at connecting other UG facilities like the Annex, thinking about community centers, and some other public access and public Wi-Fi.

FIRE STATION DISTANCE TO UG FIBER BACKBONE								
FACILITY NAME	< 250 FT	< 500 FT	< 1000 FT	DIST to PHASE I	< 250 FT FUTURE	< 500 FT FUTURE	< 1000 FT FUTURE	DIST to FUTURE PHASE
KCKFD HEADQUARTERS	Connected							
NEW FIRE STATION (HUTTON RD)	X							
FIRE STATION #2	X							
FIRE STATION #6	X							
FIRE STATION #7	X							
FIRE STATION #19	X							
FIRE STATION #11		X						
KCKFD SHOP			X					
FIRE STATION #3				1,307				
FIRE STATION #14				2,383				

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What we did—Commissioner Philbrook, to your question, Rob mapped out all the distances of our fire stations to main trunklines and we begin to pick these off starting with the ones that are closest first. We met with the Fire Department and Chief Callahan and showed him this and said if there are others that are priority for whatever reason, let us know and we can shift how we approach these, but this is the basic—just a basic distance calculation both to Phase 1 as well as future phase if we buildout additional trunklines, how close would those come to in proximity.

FIRE STATION DISTANCE TO UG FIBER BACKBONE								
FACILITY NAME	< 250 FT	< 500 FT	< 1000 FT	DIST to PHASE I	< 250 FT FUTURE	< 500 FT FUTURE	< 1000 FT FUTURE	DIST to FUTURE PHASE
FIRE STATION #5				2,857				
FIRE STATION #4				5,000				2,392
FIRE STATION #18				5,200	X			
FIRE STATION #16				6,552				
FIRE STATION #20				9,862				
FIRE STATION #15				10,562				
FIRE STATION #8				14,074				9,896
FIRE STATION #17				15,010				
FIRE STATION #9					X			
FIRE STATION #10							X	

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You can begin to see we go from less than 250 ft. to 15K ft. for some of the ones that are not off of these main lines. This is giving us a good planning tool.

COST ESTIMATING

- Cost estimating – 2” HDPE conduit, service boxes every 750-1,000 feet, and 72 count single-mode fiber cable
 - Suburban / greenfield right-of-way - \$20 / linear foot
 - Built urban right-of-way - \$30 / linear foot
- Variables
 - Existing conduit locations and condition
 - Vendor contracts will bring UG along for fiber runs
 - Changes to Franchise ordinance include provision to provide conduit to UG
 - School districts have access to federal fiber funding for construction

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For cost estimating, we worked with our consultant on this project, 2” high-density polyethylene conduit, service boxes every 750-1,000 feet which is standard and 72 count single-mode fiber which is what we have in the ground now.

Suburban’s or greenfield right-of-way, easy to build through \$20 a linear foot, more congested right-of-ways throughout the \$30 range. These are just for planning purposes.

Some of the variables that go into this, where do we have existing conduit. With our agreement with our fiber vendor, if they service a private location they will pull us along with them so that could affect our costs here that you will see. Changes to our franchise ordinance; we’re working closely with Jeff Fisher and the Public Works team included a provision in there that when private telecommunication company comes in, they are also to lay a conduit that is for the UG, for UG use as they’re laying new conduit.

The last point and, Commissioner Kane, to your point as well; the school districts also have access to federal funding for fiber construction through a specific pot of federal dollars so there is potential benefits in engaging them in this that would help to defray some of the cost as well.

IDENTIFYING FUTURE CONNECTIONS

	Expansion Zone	Linear Feet	Est. Cost/ft	Estimated Cost
• UG Facilities	Quindaro	10,920	\$30.00	\$328,000
• Public Wi-Fi locations	Leavenworth	34,120	\$25.00	\$853,000
– Transit transfer stations – downtown and midtown	Merriam/SW Blvd	18,650	\$30.00	\$560,000
• Housing Authority locations	Fairfax	23,878	\$30.00	\$716,000
• Public school locations	Central/18th	11,863	\$30.00	\$356,000
	Downtown	7,260	\$30.00	\$218,000
	K-7 / State	50,898	\$20.00	\$1,018,000
	K-32	48,166	\$20.00	\$963,000
	Total Less West (K-7 / K-32)	106,691		\$3,030,000
	Total	205,755		\$5,011,000

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What we did in looking at the future connections, and we will bring this up in a map to make it a little more legible or tangible, we looked at some of these corridors. This chart you see is sort of a loosely identified corridors, the linear feet associated with that, and whether that was more of a big right-of-way or narrow right-of-way and just to give you again some rough order magnitude estimates of what this would cost.

Commissioner Johnson, to your question from June, you will see it's on the map for about \$3M you could buildout substantial portions of the network if you go west to Bonner Springs and Edwardsville and then up K-7, that's about another \$2M. This is kind of roughly how it breaks down.

INTERACTIVE MAP

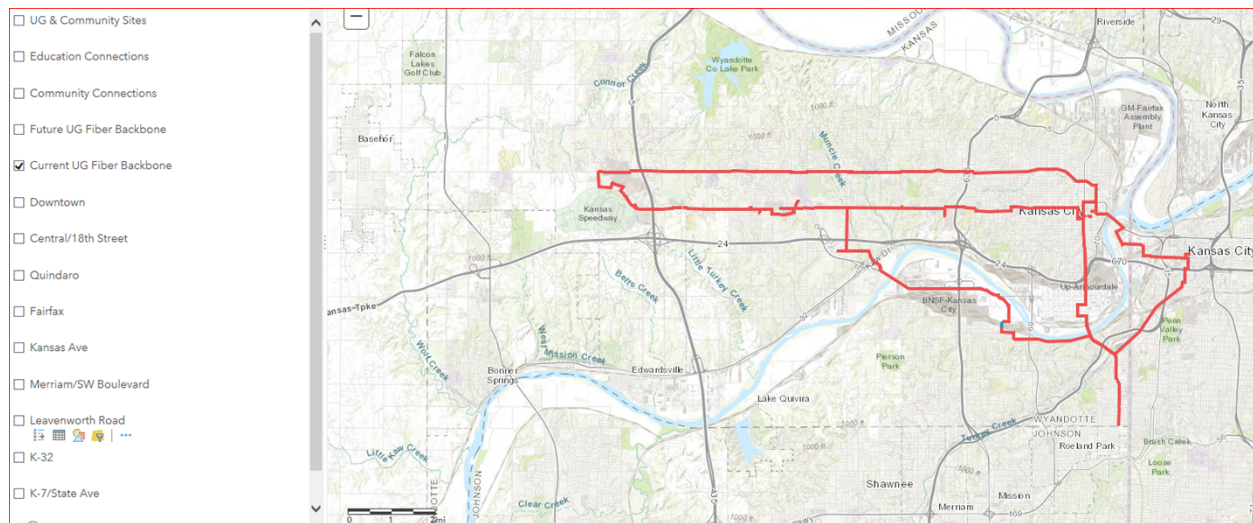
- [Link to map](#)
- QUESTIONS?

9/26/2018

Fiber Update

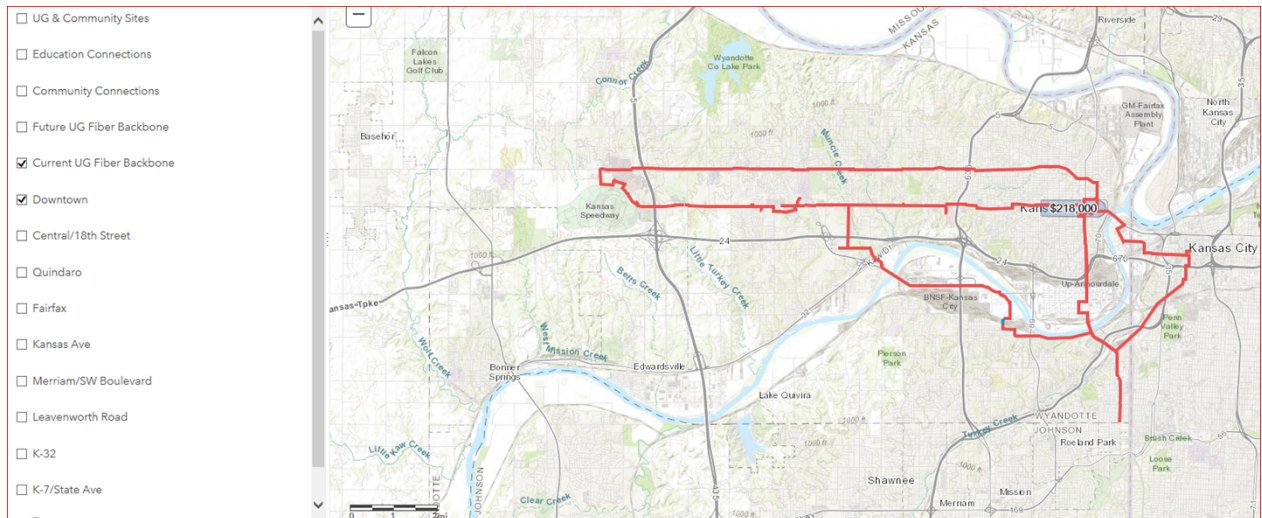
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We will bring up an interactive map here.

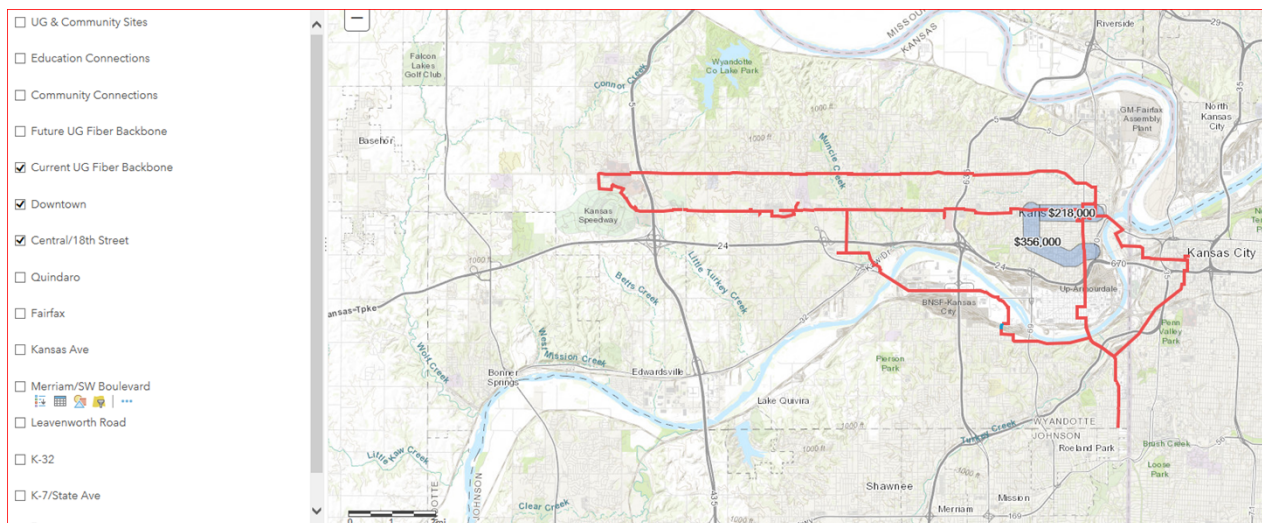


Starting with what's already been built, this is our network as it exists today.

September 17, 2018

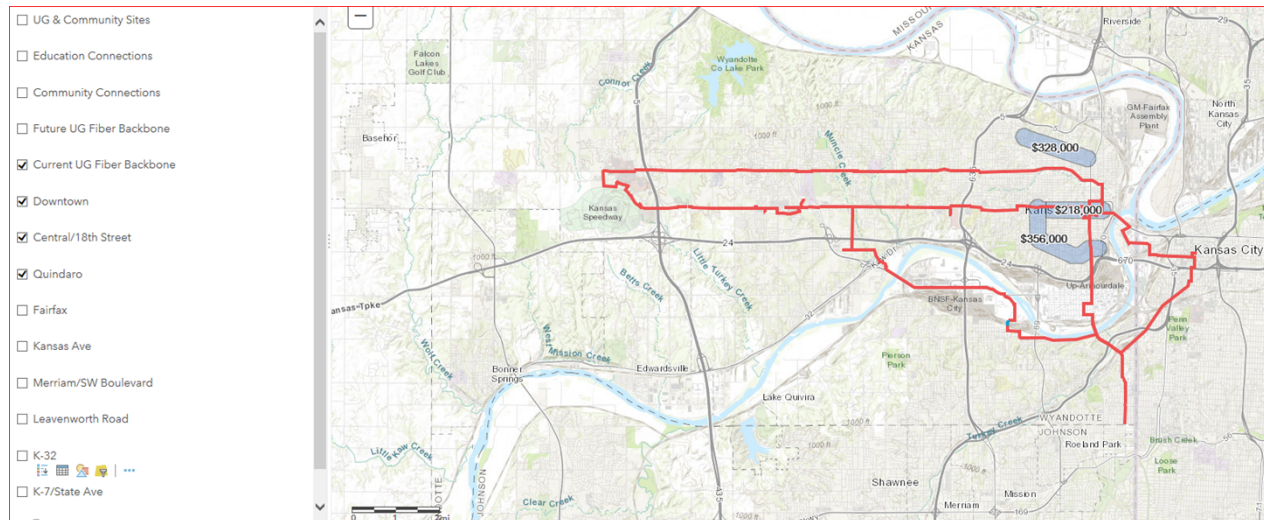


What we did is begin to lay in some of these corridors we're talking about. So, downtown, if we added additional fiber—again, these are all theoretical, these are lines on a paper.

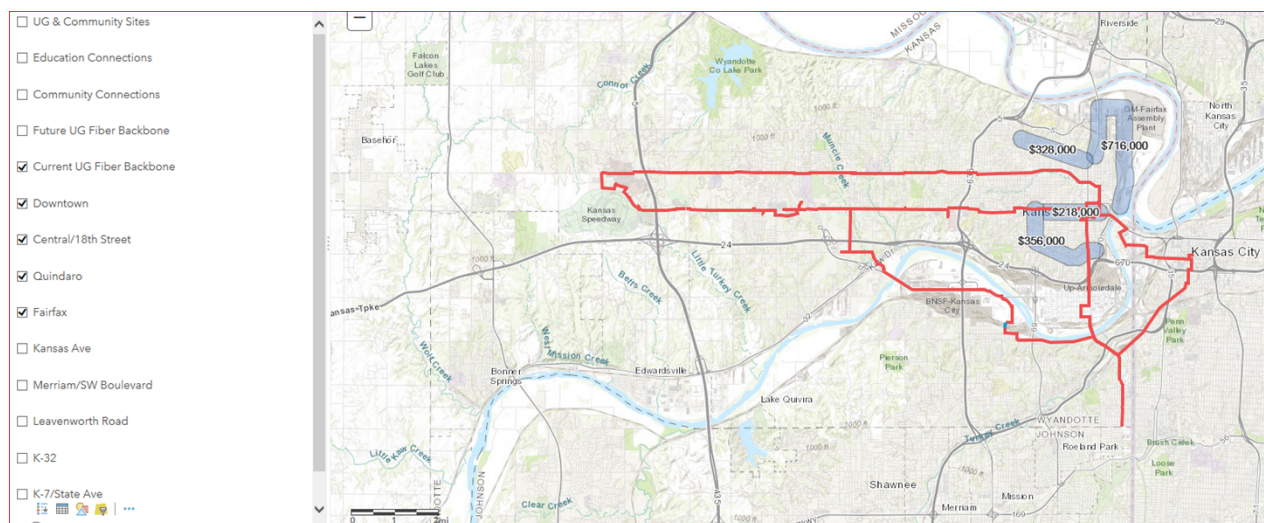


If we extended some of that down Minnesota and tightened up the density of some of those connections downtown, that's what that would be.

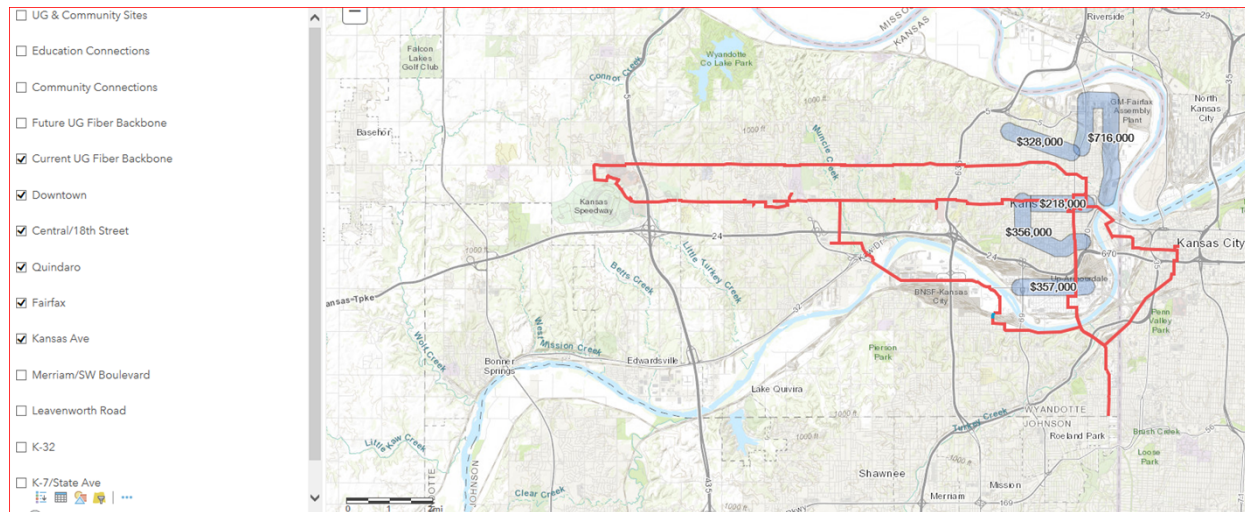
If we go down Central Avenue and then up the 18th Street Corridor creating a mini loop between Rainbow or 7th Street to the east and Minnesota and State Avenue to the north and create that crescents and, again, those businesses along Central Avenue. If you reference back to this tax productivity map that we've also looked at, that's an area that's doing well. It's financially productive for the city, but doesn't have access to high-speed internet service, so it precludes a certain set of businesses from even considering that as a potential location.



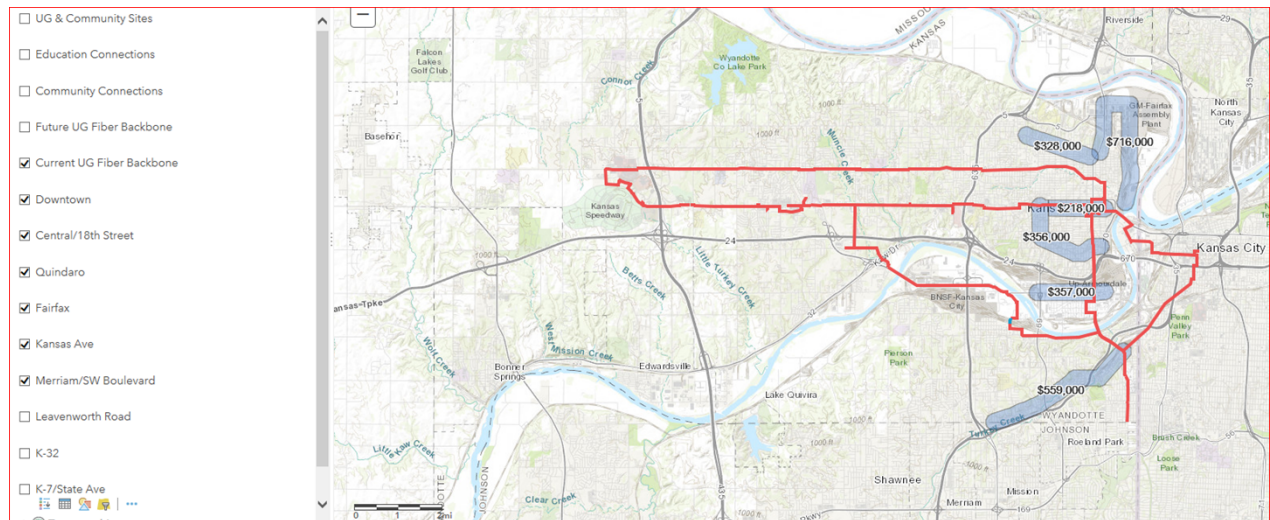
Quindaro, again, sort of similar premise going from 7th Street and then at Quindaro, connecting up as you will see in a second, to Leavenworth Road. That's around 330.



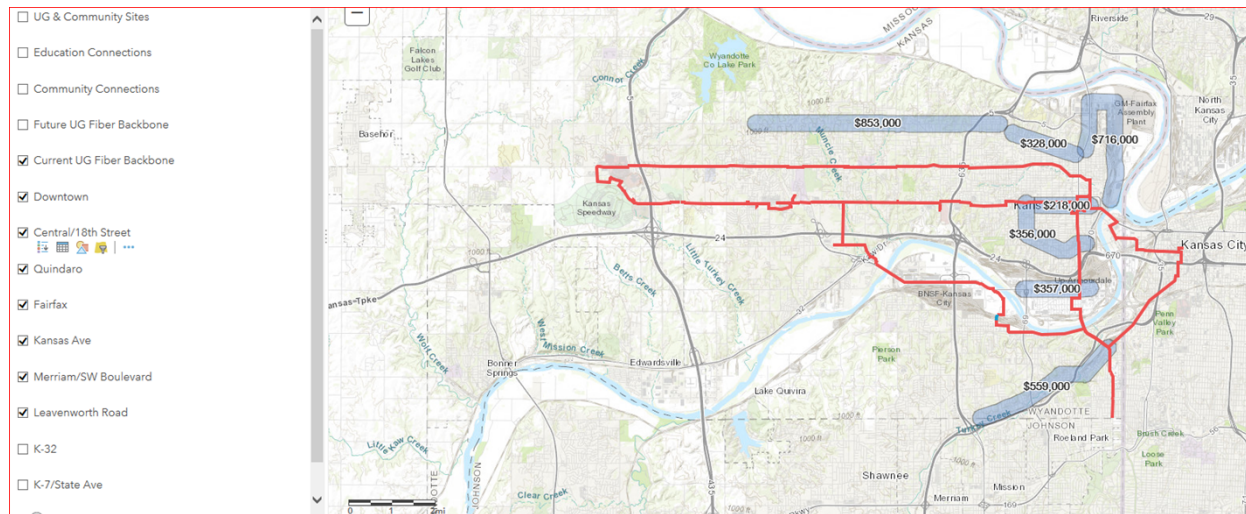
We looked at what happens if you go up Fairfax and you hit the fire station on Fairfax and then come back down Fairfax Trafficway. That's at 700ish.



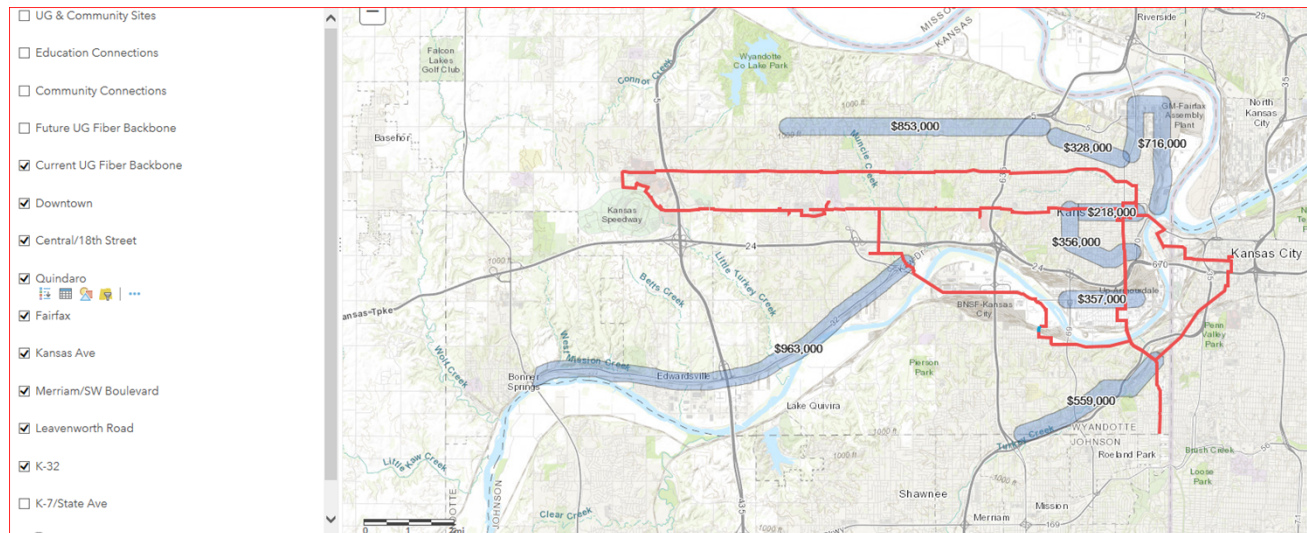
Kansas Avenue, that corridor, about \$350K.

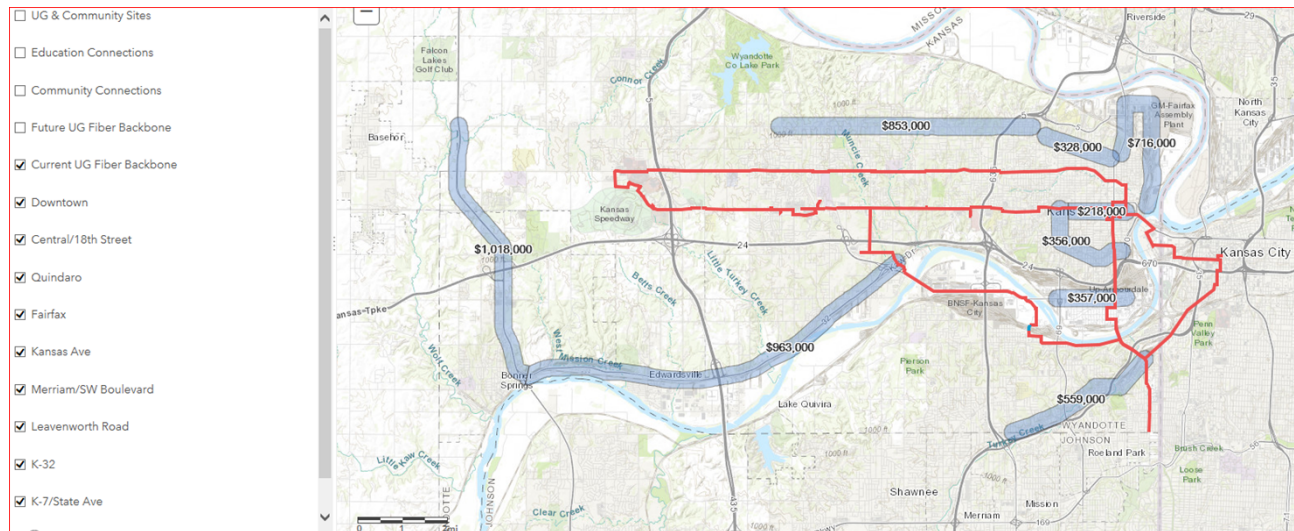


Then we've got the chart for Turkey Creek corridor. Again, down Merriam Lane, that area about \$560K for the linear feet.

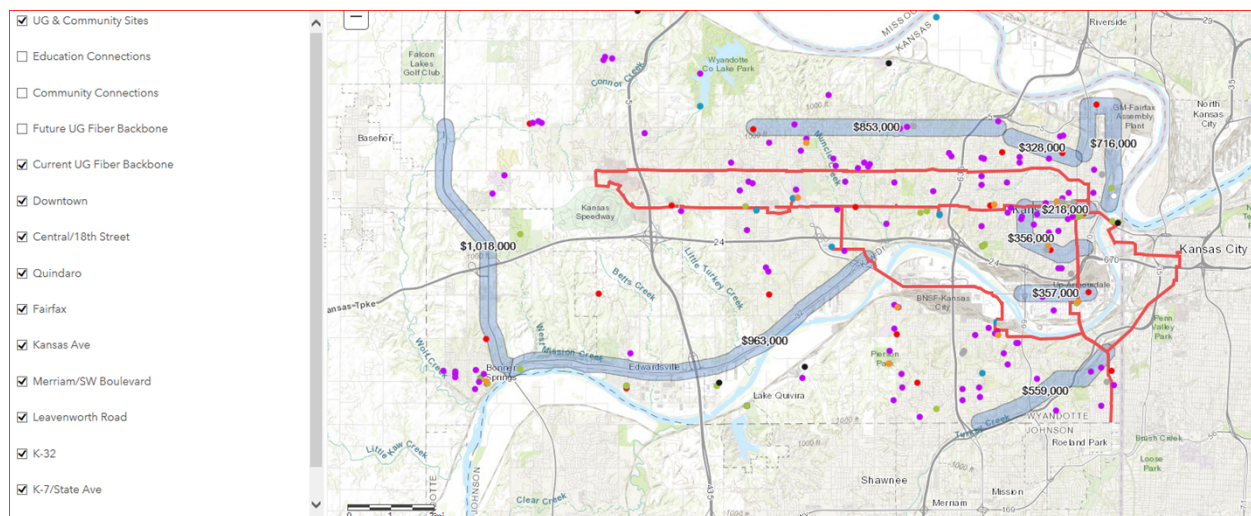


Leavenworth Road—I'll point out much of that is really covered by the Leavenworth Road Phase 1 and Phase 11 projects, but for purposes of just kind of giving you the sense of scale here. That's for that long linear run. That's about \$850K.

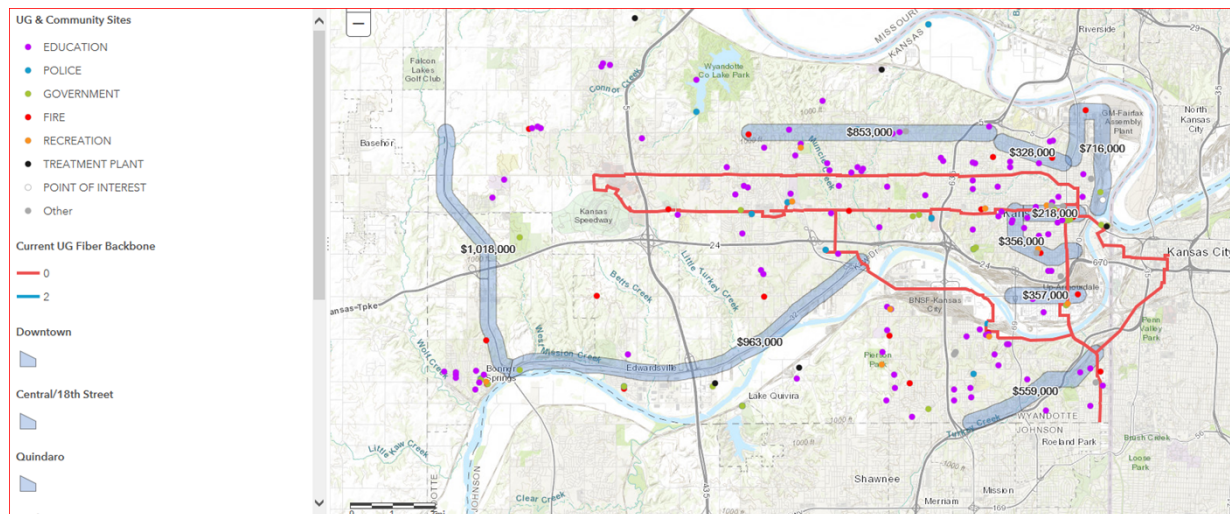




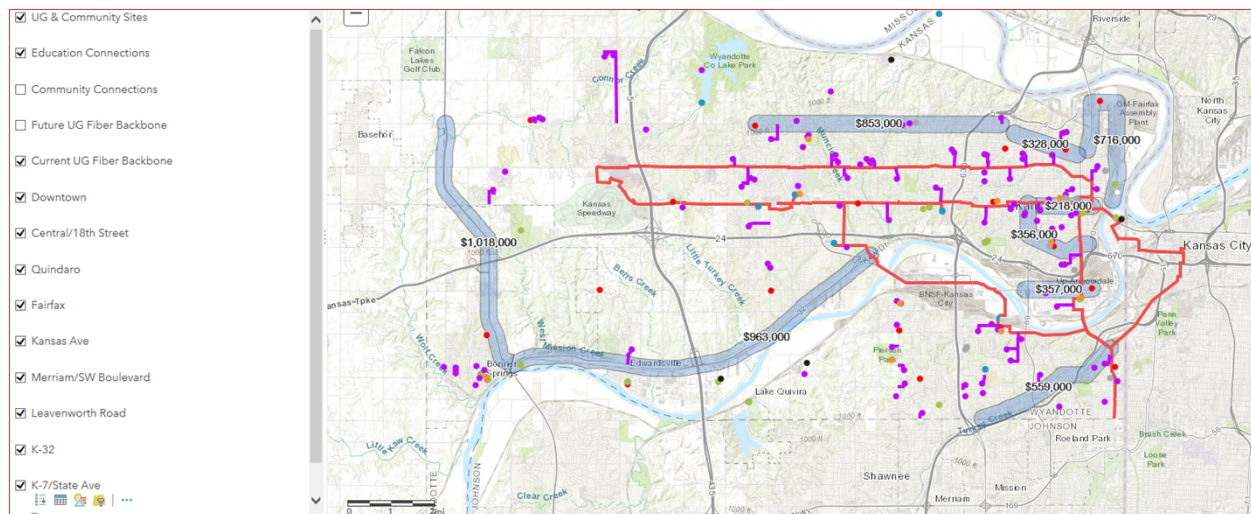
K-32 and K-7, both are substantial. They're long runs and so those would add substantially to the cost. This kind of gives you a feel for what these corridors—if they have built out either in total or in sequence or you know it spurs the conversation about what this could look like.



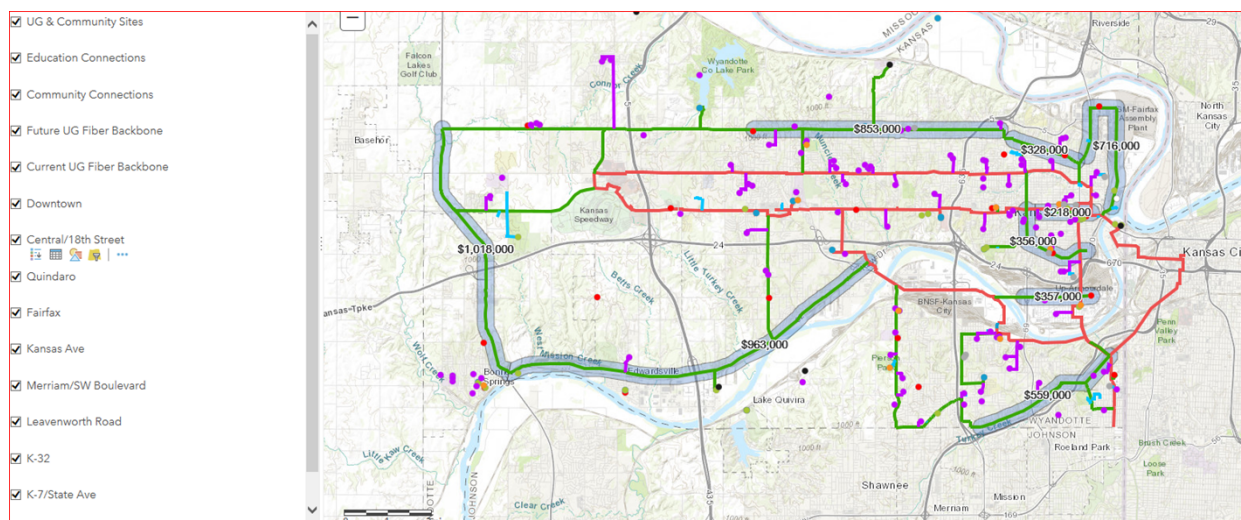
If you plot all the school locations, UG facilities, or treatment plants; all that...



You've got Police, Government, Fire, Recreation Centers, we've plotted all that. Our community connections, so then again, if you wanted to get to some of your parks and some of your community centers, that's what those little blue lines are. Most of those are pretty close to those trunklines.



If you want, Commissioner Kane, to your previous question, if you wanted to connect into the schools, those purple lines are connectors off the main corridor which interestingly enough, most of those schools are in relatively close proximity to kind of the main trunklines that are already there. With Hutton Road, with that extension it will be up relatively close to Piper as well.



So then you say okay, what does that begin to look like. If that's fully built out, this is kind of that picture of what it could be. Commissioner, that is, again, kind of to your request so hopefully we came relatively close to the mark in terms of what you were looking for. If there are other questions or other information we could provide, we're happy to do so.

Commissioner Johnson said I think that is a great narrative of what it could ultimately look like. One of the things that I've—and again, I will admit my being a bit naïve to some of these things that I'm getting ready to bring up. It would seem to me that there are opportunities for us to leverage our resources with the USD 500 and maybe even with to that extent—Tom, I don't know, you may knock me down on this one, but even with BPU to build out these types of things. It's not just about the network itself, but as we look at overall things like this in terms of infrastructure, it just seems to me that we all have budgets that are tight and we have more need than we have money. Maybe there will be some way to could work together. I know that's a novel concept. Since there is a potential win for all of—not just community centers, but schools and even the utilities aspect of it, that we could work together towards an overall thought process. Again, I might be completely off base on this, but it's just something I've been toying with, not just as it relates to infrastructure and things of this nature, but I just think there's so many things that we could see some real economy of scales with regard to that. That's all I'm saying for right now because I don't really know what I'm talking about, but thank you for the narrative.

Commissioner Philbrook said I'm sure that our Economic Development people have been paying attention to your corridors and who that might involve. I don't know to what extent we

could, but it would be really nice to see some businesses and commercial, especially the larger commercial entities, put a few dollars into this too so they can be part of the solutions and they can do well by having this type of connection. **Mr. Howze** said that is part of the conversation that has been really from the inception of this project, so there are some larger commercial customers in the western side around the Legend's who were interested and, in fact, are using the same provider. As we think about our original cost to build was pushed down a little bit, held down a little bit, by having some anchor tenants on the western end of the county. **Commissioner Philbrook** said as we expand this, then along these development corridors, that should allow us to bring in some quality folks. **Mr. Howze** said yes.

Chairman Bynum said thank you for the presentation. I know there is more to come. It is very exciting especially when you start thinking about how we might collaborate with the other institutions. We appreciate you being here.

Action: **For information only.**

Item No. 4 – 18370... FOLLOW-UP: ROADSIDE MEMORIALS

Synopsis: Follow-up and seeking additional feedback regarding the May 21, 2018 Roadside Memorial presentation, submitted by Jeff Fisher, Executive Director of Public Works.

Chairman Bynum said this looks like a draft of a possible policy on our roadside memorials. We have Lideana Laboy and Jeff Fisher.

Jeff Fisher, Executive Director of Public Works, said we went ahead and made copies because I heard one of you say that your phone went dead so I want to make sure everybody has a good clean copy with color. This is just a draft document. We don't have a PowerPoint to go along with it. You might remember the last time we discussed this was April or May. It's been a little while so it's probably worth reminding ourselves how we got here and that was, I believe, to a citizen inquiry back in the spring about roadside memorials and whether or not we had policy around that. That's how the discussion got started. We had one discussion or some questions about timeframes on how long they should be out there and maybe cost and permitting. Staff

went back to work and did a little more research, did a lot of benchmarking, and then we put off that next discussion until now.

In the document there are three or four questions, so we will try to keep this simple. I won't walk through the whole thing unless you would like. The first one being the short-term memorials and the big question there was how long to allow those, and staff is recommending 14 days.

Commissioner Philbrook said before we go any further, I want people to understand that we're talking about public property, not private property. **Mr. Fisher** said that's correct. **Commissioner Philbrook** said memorials that are placed on private property, we have no say so over as far as I know. Is that correct and do they have to be set back from the street a certain amount? **Mr. Fisher** said we're not considering private property in this discussion. It would be a different discussion. We're not prepared. **Commissioner Philbrook** said I just want to make sure because there are memorials that are on private property and people are having—they were concerned that we might be trying to regulate what they did on their private property. I want them to understand that's not so.

Mr. Fisher said the first question would be those short-term memorials, I believe, would be on page 1 under C, placement of short-term memorials shall be allowed in the right-of-way for up to—after some benchmarking and research, staff is recommending 14 days.

Commissioner Markley said I have a question about—in that same section, it says “The Public Works right-of-way manager must be notified in advance and provided with contact information.” I think that would be lovely, but I'm just going to say I think that's probably not practical. Those memorials tend to happen spontaneously after the death and I don't think most family members are going to be thinking let me go look up the UG ordinance to see if I need to provide notice. It might be better to say notice five days after than to say you have to give notice in advance because I just think we can that, but I just don't think it's going to happen. **Mr. Fisher** said that's a good point. **Commissioner Markley** said that's was my comment on that section. I think the 14 days is an appropriate period, but I think somehow, we have to figure out what's practical for a grieving family as this is sort of occurring in the moment.

Mr. Fisher said secondly under—I guess it’s still under Section C, paragraph 3, placement of an anniversary memorial should be allowed in the right-of-way for up to, we’re recommending seven days and for up to three consecutive years.

The next question would be long-term memorials. Is that right? **Chairman Bynum** said yes, you have Section F. **Mr. Fisher** said Section F, there are some sign specs. I think we can handle that. That would be more like a speed limit sign we’re thinking with a plaque underneath and we can look at some examples if you like, but pretty standard. We can figure out the dimensions unless you have a preference otherwise.

The next question would be, and we will come back to cost—**Someone** was inaudible speaking to long-term memorials. **Commissioner Philbrook** said 10 years, is that correct? **Mr. Fisher** said that’s correct unless there are any other ideas.

Chairman Bynum asked is there a section that speaks to a cost for the permit? **Mr. Fisher** said yes. If you go—that’s what I was going to come back to Section F1. We didn’t state a fee there. I think that was still something the Commission was—**Chairman Bynum** said yes, we’ve got some frowns up here. I think it’s because that just doesn’t set right with us to have a fee associated with this kind of permit. **Mr. Fisher** said yes, and just to let you know, the costs for this kind of sign and set-up and an hour labor is going to be about \$120 if you were interested in charging that.

Commissioner Philbrook said, Commissioner, I think basically it’s just to cover our cost for the sign and putting it in and making sure it’s done right and that the folks who order this sign are satisfied with it. Is that pretty much it guys?

Commissioner Kane said I’m not sure everyone can afford \$120 after they pay for a funeral. **Chairman Bynum** asked is that what we were proposing, \$120. **Mr. Fisher** said that’s what staff is suggesting. We also talked about a free set-up too.

Lideana Laboy, Traffic Engineer, said that would be for a long-term sign, a memorial where it will have a message like Drive Safely or something like that and the name of the person and that will be kind of responsible to have it there for 10 years, the maximum time. For that purpose, would it be that people will have to go through a process for application where we will review it

and discuss it. The recommended fee is simply for the cost associated for it. That's what it will take to install the sign.

Commissioner Johnson said it seems to me I remember having the conversation about there being some type of option if they wanted a bigger sign or—maybe this is what you're addressing here with the \$120. This one is the one that allows them to have for up to 10 years I believe. I do remember having some dialogue about that when they came here last time that if they wanted a different type of sign, that maybe they would have options. I don't know if that's what you all are referring to in this Section F or if this is just all standard. **Mr. Fisher** said I believe we're recommending the standard approach to this.



Ms. Laboy said this is the example we have here. Our goal is that we standardize a design and that it follows (inaudible) city standards on size and letters. **Commissioner Johnson** said I do agree that there should be a standard so I'm not disagreeing with that at all. It just seemed to me we were talking about if they wanted to have something additional. Maybe I'm wrong, but I just remember having that conversation. I'm fine with the standardization of the process.



Ms. Laboy said this is an example that we would put, but the square represents a typical size for another traffic sign. We were thinking probably it will be typical size of the size of speed limits sign which is a 30x24". That can be posted in one pose with a plaque. **Commissioner Johnson** asked is that the \$120 sign? **Ms. Laboy** said right.

Chairman Bynum said I'm just going to ask that we—I'm all—this is great. I really appreciate the work on the policy, every aspect of it. I'm just going to ask that we look at some dollar amount less than that before we adopt this. I know it's only for information tonight, so that's just me asking you. I agree with Commissioner Kane. I think that's too much money. They're already making all kinds of other arrangements that are very expensive and that's just too much money in my opinion.

Commissioner Philbrook said just as a point of information, if I were to want to put a sign up for someone that had passed, that had been killed on the road, is there a certain time limit to me as far as applying for that? Could it be a year later or two years later and I want to do a memorial sign? I'm just asking. **Mr. Fisher** said it looks like in Section D6, a person may file an application in this policy and it gives a six month.

Chairman Bynum said just quickly to the folks in the audience who might be here for an item on the Administration & Human Services Standing Committee. We appreciate your patience and we will be into that standing committee very shortly.

Action: For information only.

Item No. 5 – 18404... PRESENTATION: STREET PRESERVATION PROGRAM

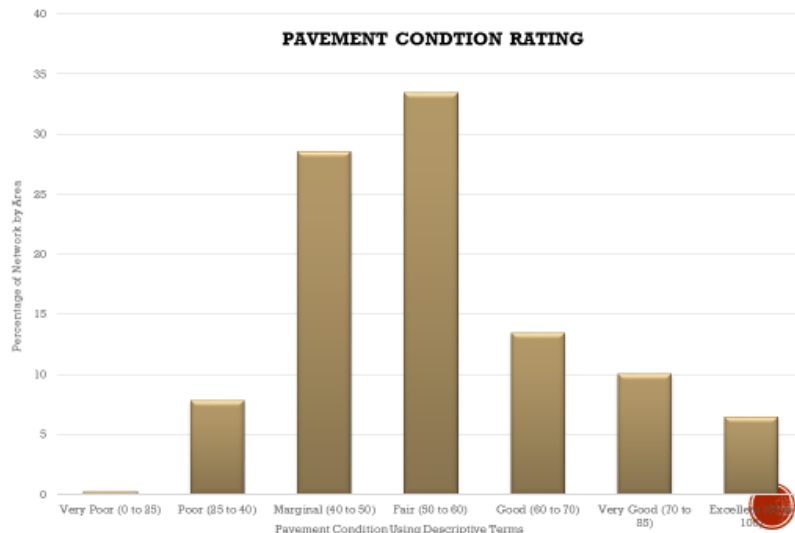
Synopsis: Second presentation regarding the new Pavement Preservation practices that are being adopted by the Public Works Department, submitted by Jeff Fisher, Executive Director of Public Works.



Jeff Fisher, Executive Director of Public Works, said we will try to highlight this quickly. We thought this would take multiple discussions, so you remember we started this in July and we have another one planned for November. Mostly because the initial one was right at budget and we had some additional data and so we were just beginning to understand that and this one we more and have a better understanding. In November we will be able to provide you with some sort of long-term strategies around this data. I will hand this over to Brandon and then Troy Shaw is here as well.

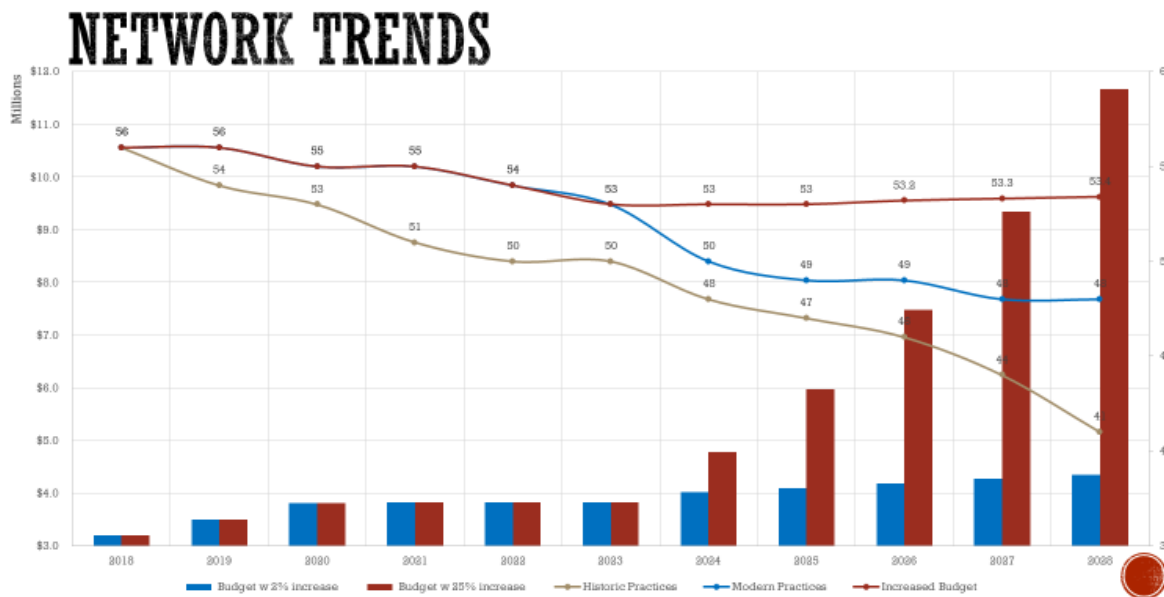
CURRENT STATUS

- Current Pavement Network = 2,400 lane miles
- Current Pavement Condition Index (PCI) Rating = 56
- 70% of Network in Poor to Fair quality



Brandon Grover, Asset Coordination Manager for Public Works, said we wanted to take a quick minute to remind everybody of some of the information we presented prior to you guys. We maintain about 2,400 lane miles of road as a part of the UG. That's quite expansive. It's one of the largest ones within the metro area. Our current rating for our overall network is a 56. We will show you some numbers here in a little bit comparative to national standards and also our metro standards which are a little more telling compared to some of our neighbors that we see pretty regularly.

The key thing to take away from this is that 70% of our network is in this poor marginal or fair category. Not only is that the largest chunk of our network, this is also the portion of a deterioration curb for a road that fails the most rapidly. So these roads, 70% of our roads are going to be going downhill very quickly, really within the next 10 years.



With that in mind, we took a look at our potential network over the next 10 years. We used our current budget numbers that are in our CIP out to that current date and then after that we did some estimation, but I will get to that in a second. The slowest line here that you see that looks kind of goldish on the presentation screen, that is if we use our historic practices which is our two inch mill and overlay with our current budget and with a two percent increase moving forward after what we're currently at. You can see our network continues to dropoff fairly rapidly over the next 10 years down to a 41 at its lowest point.

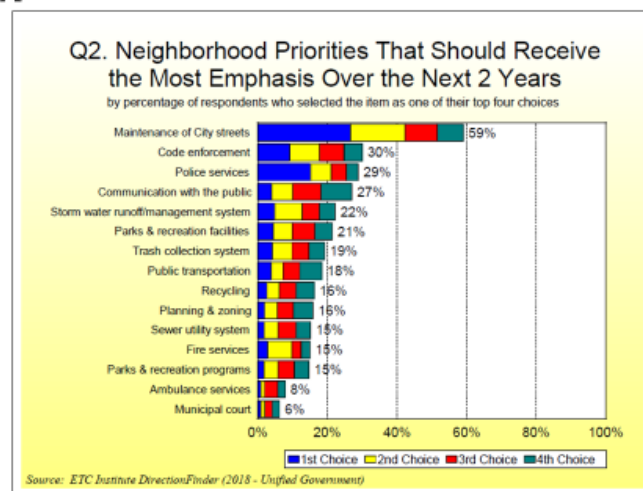
The next line you see, it's kind of hidden in the beginning, it's the blueish line, that represents the same budgetary dollars, but with our new modern techniques that we're currently adopting, our micro sealing, our crack sealing and curb replacement during our mill and overlay projects to try and extend the life our pavement and stretch our dollars a little further. You can see that it follows a similar line to a certain point and then it starts dropping off again. This is the point where we're currently estimating that large 70% chunk starts to fall off. You see a quick deterioration and then with the increase in budgetary dollars, it kind of plateaus out a little bit, but it's still falling.

The last line you see here is a 25% compounded annual increase for the next 10 years—next five years starting past our CIP. What you see, the same line trend and then it plateaus for a good point and then it starts building very, very slowly again, but as the red bars increase, you can see that's an increase in our spending. By the time we get to 2028 we're looking at about

\$11.7M annually and because of how far our network has fallen we're not making a lot up. We've got a lot to build to. This is one of many model runs that we're currently working with our consultant and we will be able to bring more data back to you in our next meeting, but this is something we wanted to show you just so you can see what our network could potentially run into very rapidly.

WHAT IS THE GOAL?

- **National Average PCI = 60 to 65**
- **Metro cities doing pavement preservation average = 70 to 80**
- **What PCI Score is acceptable?**
 - **Each Level of Service increase has increased financial cost**



This is where we get into the part where we really want input from you guys, not tonight, but in the future moving forward. It's what do we want the goal of our network to be. As I mentioned, our current network averaged to 56, the national average is 60 to 65, but our metro city average of some of the major metros here that do pavement preservation very well is a 70 to 80. That's a very large increase from where we're currently at so we need to think what's acceptable for us and realize that for every point we go up, there is a dollar amount associated with that.

PCI SCORE = 90

- Thompson St., Sandusky Ave. to Barnett Ave.
- 67th St., Parallel Pkwy. to Leavenworth Rd.
- 123rd St., Parallel Pkwy. to Leavenworth Rd.
- Steele Rd., 18th St. to 34th St.
- Powell Ave., Strong Ave., Dixie St., Dixie Ct., East of 51st ST.
- River Oaks Neighborhood, 83rd St. to 80th Ter., north of Riverview Ave.



You hear a lot of us talking about PCI scores. It's difficult for us to explain really what a PCI rating is based on. There's 16 different deficiencies that are looked at based on types of cracking, depth of cracking, width of cracking, all that kind of stuff; stuff we don't want to bore you with. We figured we would give you a basic rating of a 90 and give you a list of some roads to go out and take a look at over the next few months before our next meeting so you can see what those roads look like. We did that for several other scores that I will flip through here in a minute.

PCI SCORE = 80

- N. 123rd St. Leavenworth Rd. to Donahoo Rd.
- Speedway Blvd., 118th St. to 110th St.
- S. 55th St., Metropolitan Ave., to Pierson Park Entrance
- S. 42nd St., Shawnee Rd. to County Line Rd.
- Booth St., Seneca Ave. to W. 45th Ave.
- Central Ave., 10th St. to Simpson St.



Keep in mind, this 90 and the 80's that you see here, those are roads that have been resurfaced, our standard mill and overlay process within the last three years. Those are those kinds of scores.

PCI SCORE = 70

- Qunidaro Blvd., 7th St. to 27th St*.
- Washington Blvd., 6th St. to 10th St.
- Francis St., 43rd Ave. to 46th Ave.
- Swartz Rd., 42nd St. to 53rd St.
- Riverview Ave., 86th St. to 94th St.



* Road to undergo Micro-Surface Treatment in next 2 weeks

Scores you see in a 70 range, those are about five years ago, 5 to 10 for a mill and overlay. One I do want to point out on this list is the first one on the list and this first graphic here kind of right

in the middle, Quindaro Blvd. from 7th to 27th, we're actually getting ready to do one of our micro surface treatments on this road in the next two weeks. If you get the chance, go out and drive this road now or within the next couple of days and then go out and drive it again in about a month so you can see the difference of what that really gives us.

We're also going to be doing the same kind of treatment to Metropolitan between 635 and 55th Street, so you've got a couple of different options you can go look at.

PCI SCORE = 60

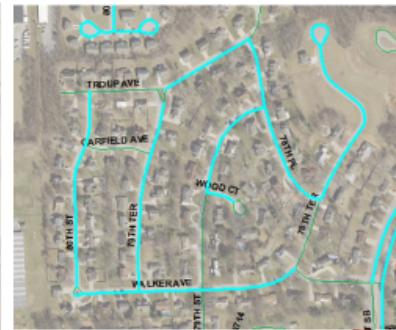
- Hutton Rd., Leavenworth Rd. to Hollingsworth Rd.
- 78th St., I-70 to K-32
- Highland Crest Neighborhood, 55th St. to 53rd St., and Vista Dr. to Hazen St.
- Metropolitan Ave., 7th St. to 12th St.
- Douglas/Sumner Area, from 5th St. to 7th St., and Freeman Ave. to Everett Ave.
- 38th St., Parallel Pkwy. to Leavenworth Rd.



Again, some of the 60's. You're starting to get into roads that are at that tipping point where they are starting to get to that critical failure level. These are the ones we would typically start monitoring for mill and overlays historically or how we done it in the past.

PCI SCORE = 50

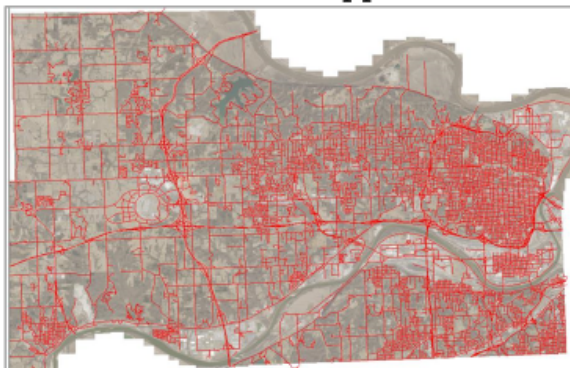
- Mission Rd., I-35 and W. 42nd Ave.
- Highland Crest, between 51st St. and 47th and Oak Grove Rd. and Locust Ave.
- N. 72nd St., Parallel Pkwy. and Leavenworth Rd.
- Normandy West Neighborhood
- Donahoo Rd., Hutton Rd. to 115th St.
- Quindaro Blvd. Fairfax Trfwy. to 7th St.



We really wouldn't be able to get to them until they are down to this 50 range. You can see most of these here are ones that we have been mentioning to folks for quite a while or have been brought up to us for quite a while.

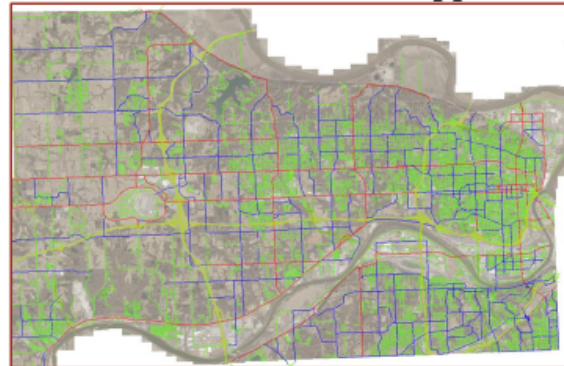
WHAT APPROACH FITS THE GOAL?

Total Network Approach



2,400 Miles @ PCI of XX

Functional Classification Approach



Arterials = 528 Miles @ PCI of XX
 Collectors = 528 Miles @ PCI of YY
 Neighborhood = 1,344 Miles @ PCI of ZZ



There's another thing we want to consider as we're doing this and that is what approach do you want to take. There are really two major approaches that are taken as an industry standard. One

is an overall network approach where you try to get every road to a certain same set score. There are pros and cons to each of these options. One of the big pros to that is neighborhood roads look as good as arterial roads. A con to that is neighborhood roads are the quality of arterial roads which means they are more expensive and it takes more to keep them up to a higher standard and they just don't see as much traffic that need to be built to a higher standard.

The functional classification approach, as you can see on the right-hand side, roads are given a classification based on where there arterials, collectors or neighborhood streets. Doing them at a different PCI score allows us to focus different kinds of dollars and different kinds of treatments on each of these to prolong them to a different level. A lot of major cities do this type of approach. Smaller cities tend to go with the overall network approach. We're not necessarily advocating one over the other, but wanted to bring to bring them both to your attention so you can consider that as we move forward.

IMPROVEMENTS UNDERWAY

- Purchase 2 new Pothole Patchers
- Begun internal Crack Sealing Operations
- Purchase a new Pavement Striper
- Application of modern surface treatments
- Data collection and analytics
- Refocused Street Division resources
 - Specified Concrete Crew
 - Functional Restructure
- Alley improvement program
- Curb Repair as a part of Mill and Overlay Program



Based on some of the initial data that we gathered about a year ago, we started doing some things a little differently. We purchased two new pothole patchers which have been utilized by our Street Division staff that has been much more efficient for filling potholes and allows us more time to fill them because of the heated hotpots that are on—or the heated beds that are on the trucks as opposed to cold material.

We've also began an internal crack sealing operation with our Street Division. Currently they are doing work out on Leavenworth Road between 91st & 98th. If you wanted to take a drive out there, you could see what they're doing and kind of learn the process.

We've also purchased a new pavement striper. We haven't taken delivery of it yet, but we have purchased it and with that we will be doing a different kind of material other than just the standard paint that will allow it to last longer and give a better look to it.

We've mentioned the microsurfacing, crack sealing, and chip sealing so the application of modern surface treatments as opposed to just the standard expensive big mill and overlay, the data collection is what has driven this whole process. Something to point out is that while this is a huge piece of information, it is also a huge step forward for us. This isn't something that every city can afford and it's not a common practice out in every little city or even in every major city. It takes a lot of obligation to do this and follow what this data tells us and that's the direction we're heading.

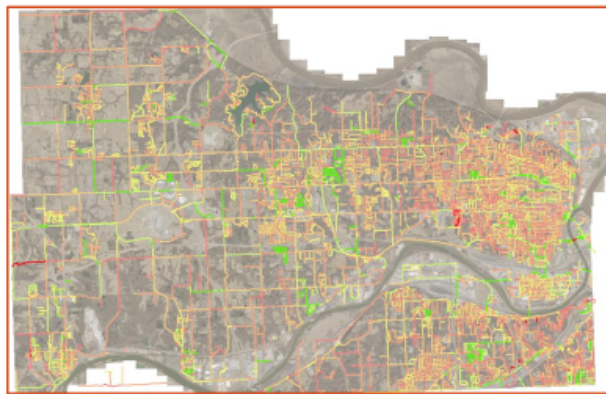
Some of the other things we've done internally, we've refocused some of our Street Division staff to allow us to focus a true concrete crew to allow us some curb repairs where they're really needed and some restructuring to allow crews to do a little bit different operations from what they've done in the past.

This year with our Mill and Overlay program we're also addressing several alley's and that program will continue in the future as well as what I mentioned, our curb repair as part of our mill and overlay. This year out of our normal \$4M budget for mill and overlay, we've appropriated approximately \$1M to curb repair. We're not doing wholesale curb repair per se, we're finding the curbs that are deteriorating our streets faster by allowing water to get underneath them, so we're trying to strengthen those areas.

Commissioner Markley said you are doing curb repair on 51st Street right now which I travel like six times a day. I was so excited when I saw them setting up and my mom said what are they doing. I said I think they're going to fix the curbs. I was so excited I almost fall out of my car. It looks lovely already. They're a fair way through the work. It looks amazing and I think everybody is shocked to see it being done and that was definitely an area where we have a water drainage issue that impacts those streets and curbs. Some of the neighbors had created their own curbs which in some cases went better than others. It's great to see that being done and I think it will have a great impact on that neighborhood. **Mr. Grover** said we have received very positive feedback from that neighborhood. I've been stopped several times when I was out there asking what's going on and kind of explaining what we're doing. Of course, everybody wants new curbs, but as we explain we don't have the money to do everything, but we also explain why we

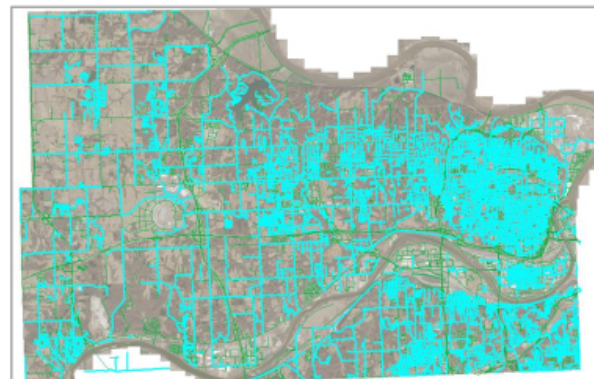
are doing certain sections rather than others. Everybody has been very understanding and very appreciative of what we are able to do for our limited funds.

DATA EXAMPLES



**Pavement
Condition**

PCI of 0-60



I want to give you a couple of examples of what this data is really allowing us to do. This map on the left shows our overall pavement condition. The areas in bright green are the ones we've done mill and overlay on over the past couple of years, really about three years. You can see they are in a much better condition. This follows kind of the standard green, yellow, red color ramp. Red being the worst areas as in varying shades kind of as they deteriorate.

The map on the right is a filter that we've done out of this data showing all of our roads that are in that 0-60 PCI range, so that big chunk that I showed you earlier on the graph, those are the roads in our network that fall within that range. You can see how dense certain areas are, you can see what the overall quality of what the network is, and just how large of an issue we are looking to tackle moving forward.

I also want to take a quick second and show you something that's going to be coming out to the public here soon, a web base version of this map with data that will allow the public to see this kind of information. You can zoom in anywhere in the city and see the color of the road and data will come up. This road I specifically selected was Walker between 16th & 15th. It has a PCI of 51. When you zoom in even further, we now have curb and sidewalk data available as well. This was part of the data collection that we did. We will be refining this data showing it a

little bit more graphically to give you a little bit better quality and also changing the pick list boxes. That way you can see some more concise information. Not everybody is really going to care about how long it is or things like that, but they want to know the quality of it and we will be adding more information to it as far as if a road, sidewalk, or curb is in a projected area within the next couple of years. We will be able to put that kind of stuff out there as well.

Commissioner Johnson asked will it show where there are partial curbs like I have in front of my house. **Mr. Grover** said that is one filter that we will set up and we will do a little bit more clarity on good, fair, poor, very poor; the ratings of this. You know if it was poor, it could be because it's missing. Like this section right here, this little short chunk. This was a sidewalk, so just that little bit is sidewalk. Curb is going to be more of a holistic approach throughout the entire block just because it involves storm drainage and we like to look at that on a larger scale, but sidewalk chunks we've broken down like that, but we will do a little bit more in detail look as we move forward with our data.

NEXT STEPS

- Continue analysis of data to determine future projects and funding needs.
- Combine pavement condition data with curb and gutter data create well rounded projects that allow for the most improvements.
- Follow up meeting with Commission to discuss items brought up tonight and receive direction moving forward.



Next Steps, we wanted to remind everybody of where we're heading with this. We're going to continue the analysis of our data and bring it back to you in more fun ways moving forward as if this wasn't enthralling to everybody already. We're hoping by November to have actual projects planned out for the next three to five years based on some criteria we're looking at internally. Once we have the information back from you all, we will be able to refine those projects even

more. That way we can look at budgetary dollars and things like that that we might actually need.

Chairman Bynum said so you want us to—I might have jumped ahead of you. Go ahead and finish your last slide there.

CONCLUSION

- Network growth and age are catching up to us
- Network PCI falling and aren't able to make up any ground
 - Slowing rate of deterioration by curb repair and surface treatments
- Improved ditching program to correct drainage problems
- Continue to make improvements to daily Operations and Maintenance, and the Division responsible for it
- Exploring alternative bonding methods and funding structures to make more use of our limited funding
- Begin chip-sealing rural and low level of service streets
- Ability to raise the curve is limited by funding



We just wanted to wrap-up with some things kind of in conclusion. Our network has grown and has aged past the point where at current levels and capacities we're just not able to keep up with it. It's almost impossible for us to gain any ground at this point. We're just trying to maintain a slower decline.

We've got to improve our ditching which will include a informational piece out to the public about how to maintain their own ditches in a manner that doesn't cause issues.

We're also going to be working on our operation maintenance of our internal staff to keep these kind of things updated better. That's one of the crack seal things. That's a huge piece because as soon as cracks start forming in a road, water gets underneath them and freeze thaw cycles around here are ridiculous and causes roads to deteriorate even faster. That's one of the big key pieces, but we're also looking at others as well.

We're working with Finance to explore bonding options for our limited dollars. Typically we do 20-year bonds as were all aware. It seems a little not efficient for us to pay for treatments that don't last for 10 years with money we're paying on for 20 years, so we're looking at doing

different kinds of budgeting options for that, changing payment cycles for 10 years or if we do get enough of an increase in budget, being able to do a different bond issuance for that kind of timeframe.

We're going to start chip-sealing some of our more rural roads or roads that don't see a high ADT so we're looking at deadend roads, things like that.

The key thing to take away from all this is our ability to raise our curve is limited by our funding, so that's something to keep in mind as we move into the next budget cycle and beyond.

Commissioner, to bring back to what we were asking, think about what you want our network to really look like, what those scores are. You all have a copy of this presentation so you can see what our roads currently are versus where you might want them to be.

Commissioner Markley said for the budget session this spring where we do strategic planning and Kathleen has the fancy spreadsheet for us, it would be great if you could provide some guidance on what number would help us get to which PCI number. You know what I'm saying? When we're in our little strategic planning groups we can say—Melissa can say I want it to be a 65 and I can say I want it to be 75 and we can attach a number to that in a spreadsheet and see what that looks like. **Mr. Grover** said that is something we're planning to do in November. We will be able to bring back just kind of these basic same numbers. With our current network if we want to get to a 70, here's what it's going to cost. If you want to get to an 80, here's what it's going to cost. Our scores don't have to be in round numbers just like that. We can chose 72, we can chose 76.5, whatever you want to chose.

Commissioner Philbrook said I want to thank you for some of the ditching work that you were talking about since it's at 75th & Haskell, although it's not in my district, it's right on the edge. I had compliments. A friend of mine said this is great, you re-ditched it and put the rock in and now I can take care of it properly and so those kinds of things are really appreciated, so thank you in all of those type of efforts.

Commissioner Johnson said you gave us this total network approach versus the functional classification approach. Do we currently have any approach right now to the method to our madness? **Mr. Grover** said the method to our madness is what is referred to as the worst first approach meaning we look at our roads that were mill and overlayed the longest ago and go out

and look at those and try to address those because those are the worst. As we've said before, the proper way to necessarily do this is really the best first. Keep what's good better longer. It's more cost-efficient to do it that way. **Commissioner Johnson** said I think I like the functional classification approach. That's just my two cents.

Chairman Bynum said I will say that—I think I can speak for the whole committee when I tell you that a reminder in a few weeks to go out and do our driving assignments would be well received by this committee. **Mr. Grover** said absolutely. **Chairman Bynum** said we look forward to having you come back and we will give you more feedback on what we think as far as a goal for PCI.

Mr. Grover said we welcome input from commissioners that aren't on this committee as well as well as your constituents. That's one of the reasons we put such a varied list out there. We tried to pick a bunch of different areas throughout the city to give people a good ways to go look at things. **Chairman Bynum** said I think that's a great reminder, that we can all do this together.

Action: **For information only.**

Adjourn:

Chairman Bynum adjourned the meeting at 6:42 p.m.

cg/dt



Staff Request for Commission Action

Tracking No. 18507

Full Commission Meeting Date: 12/6/18

Committee: Public Works & Safety

Date of Standing Committee Action: 11/26/18

(If none, please explain):

Publication Required: No

<u>Date:</u> 11/08/2018	<u>Contact Name:</u> Susan Alig	<u>Contact Phone:</u> x5085	<u>Contact Email:</u> salig@wycokck.org	<u>Department/Division:</u> Legal
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Item Description:

Request approval to enter into a lease purchase agreement in which Axon will supply tasers up front and the Unified Government will pay for them over five years with no interest.

Action Requested:

To adopt the Resolution granting approval to enter into the agreement.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

UG_Resolution_2018 Lease- Purchase Axon, Lease Purchase Agreement clean copy_final.docx, Exhibit B- Price Quote, Exhibit C- Taser 60 Unlimited Terms and Conditions

RESOLUTION NO. R-____-__

**RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TO ENTER INTO A LEASE
PURCHASE TRANSACTION, AND TO APPROVE THE EXECUTION OF
CERTAIN DOCUMENTS IN CONNECTION THEREWITH.**

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the “Unified Government”) desires to obtain 129 Taser brand electronic control weapons and related accessories (the “Equipment,” and

WHEREAS, in order to facilitate the foregoing and to pay the cost thereof, it is necessary and desirable for the Unified Government to enter into a Lease Purchase Agreement, pursuant to K.S.A. 10-1116b and c, (the “Lease”) with Axon Enterprise, Inc., as lessor, to which the Unified Government, as lessee, will lease the Equipment from Taser on an annual payment basis, at the end of which, the Unified Government shall own the Equipment.

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

Section 1. Authorization of Lease Transaction. The Unified Government states its intent to lease-purchase some or all of the Equipment with a maximum capital cost of \$313,053.00, an annual average effective interest cost of 0%, and with \$0.00 paid for service, maintenance, insurance or other charges exclusive of the capital cost and interest cost.

The Chief of Police of the Unified Government is hereby authorized to accept the proposal of Axon Enterprise, Inc. for the lease-purchase transaction.

Section 2. Authorization and Approval of Unified Government Documents. The Lease is hereby approved in substantially the form submitted to and reviewed by the Board of Commissioners on the date hereof, with such changes therein as are approved by the County Administrator, the County Administrator’s execution of the Lease being conclusive evidence of such approval.

The obligation of the Unified Government to pay Lease Payments (as memorialized in the Unified Government’s Lease-Purchase Agreement, attached hereto as **Attachment A**) under the Lease is subject to annual appropriation and will constitute a current expense of the Unified Government and will not in any way be construed to be an indebtedness or liability of the Unified Government in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness or liability by the Unified Government, nor will anything contained in the Lease constitute a pledge of the general tax revenues, funds or moneys of the Unified Government, and all provisions of the Lease will be construed so as to give effect to such intent.

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

Section 3. Further Authority. The Unified Government will, and the officials and agents of the Unified Government are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution and to carry out, comply with and perform the duties of the Unified Government with respect to the Lease and the Equipment.

Section 4. Effective Date. This Resolution will take effect and be in full force from and after its passage by the Board of Commissioners.

ADOPTED by the Board of Commissioners of the Unified Government of Wyandotte County, Kansas City, Kansas, this _____, 2018.

David Alvey, Mayor/CEO

ATTEST:

Unified Government Clerk

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

Lease-Purchase Agreement

THIS AGREEMENT, made this ____ day of _____, by and between the Unified Government of Wyandotte County/Kansas City, Kansas, hereinafter called "Unified Government", and **Axon Enterprise, Inc.**, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

ARTICLE I

1.01. The Contractor shall supply, install and furnish such items and services as described and specified in its September 4, 2018 Price Quote.

Specifically, Contractor shall provide the Unified Government with Tasers, cartridges, and related accessories ("Equipment") for:

- a. The total purchase price/capital cost of the Equipment: **\$313,053.00**;
- b. The annual average effective interest cost: **0%**;
- c. The amount included in the payments for service, maintenance, insurance or other charges exclusive of the capital cost and interest cost: **\$0.00**.

Payment Terms, in accordance with Exhibit B:

\$47,281.00 is due the first year
\$66,443.00 is due the second year
\$66,443.00 is due the third year
\$66,443.00 is due the fourth year
\$50,955.00 is due the fifth year

1.02. Contractor hereby demises, sells and lets to the Unified Government, and the Unified Government hereby purchases from Contractor, the Equipment in accordance with this Agreement. The purchase price/capital cost shall be disbursed as provided in Section 1.01.

1.03 The Unified Government is obligated to make payments as provided in Exhibit B as may lawfully be made from funds budgeted and appropriated for that purpose during the Unified Government's then current fiscal year. Should the Unified Government fail to budget, appropriate or otherwise make available funds to make payments under Section 1.01, this Agreement shall be deemed terminated. The Unified Government agrees to deliver notice to Contractor of such termination at

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least 90 days prior to the end of the then current term. If this Agreement is terminated in accordance with this Section, the Unified Government agrees, at its cost and expense, to peaceably deliver the Equipment to Contractor at the location or locations to be specified.

- 1.04 It is understood that the representative for the Unified Government shall be **Laura Cromwell**.
- 1.05. The term "Contract Documents" shall mean the documents listed below which have been incorporated herein and as part of this agreement and shall include the following in order of procedure:
 - a) Agreement;
 - b) Exhibit A – Resolution authorizing lease-purchase agreement;
 - c) Exhibit B – Axon Enterprise, Inc. September 4, 2018 Price Quote
 - d) Exhibit C – TASER 60 Unlimited Terms and Conditions
- 1.06. The conditions and/or provisions provided in this Agreement shall supersede and be given full force and effect for over and above any contradictory term contained in Exhibit B.
- 1.07. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

ARTICLE II

Unified Government represents, covenants and warrants for the benefit of Contractor as follows:

- 2.01. Unified Government is a municipal corporation duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder.
- 2.02. Unified Government has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement.
- 2.03. This Agreement constitutes the legal, valid and binding obligation of Unified Government enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- 2.04. Unified Government has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the

payments scheduled to come due during the current fiscal year and to meet its other obligations under this Agreement for the current fiscal year, and such funds have not been expended for other purposes.

- 2.05. Unified Government will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a municipal corporation under the laws of the State.
- 2.06. Unified Government has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Unified Government of the Equipment listed on the Schedules that currently exist.
- 2.07. All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Unified Government of this Agreement or in connection with the carrying out by its of its obligations hereunder have been obtained.
- 2.08. The Equipment described in this Agreement is essential to the function of the Unified Government or to the service the Unified Government provides to its citizens. The Unified Government has an immediate need for the Equipment listed herein and expects to make immediate use of the Equipment. The Unified Government's need for the Equipment is not temporary and the Unified Government does not expect the need for any item of the Equipment to diminish in the foreseeable future including the Maximum Lease Term applicable to such item. The Equipment will be used by the Unified Government only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of the Unified Government's authority.

ARTICLE III

GENERAL CONTRACTUAL PROVISIONS

- 3.01. **Compliance with Law.** CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
- 3.02. **Authority To Contract.** CONTRACTOR represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.
- 3.03. **Modification of Agreement.** This Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.
- 3.04. **Assignment.** Neither CONTRACTOR nor the Unified Government shall, sell,

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transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.

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

3.05.1 Appropriation of Funds

The purchase order issued by the Unified Government under and pursuant to the laws of the State of Kansas to fund the acquisition of the assets quoted in Exhibit B ("Assets"). If, after the first fiscal year in which the assets are financed, funds are not appropriated or otherwise made available to continue making payments for the Assets in a subsequent fiscal year, then the Unified Government may terminate this Agreement as of the last day for which funds were appropriated or otherwise made available, but shall be obligated to pay all payments incurred through the end of that fiscal year. The Unified Government incurs no obligation under this Agreement for any period of time for which funds are not appropriated.

In the event of non-appropriation, the Unified Government shall provide CONTRACTOR a written notification to the effect that no funds have been appropriated or otherwise made available for payments due under this Agreement or for the acquisition of substantially similar Assets to replace those provided under this Agreement, to the extent permitted by law. In such event, the Unified Government at its own expense and at CONTRACTOR's direction shall ship the assets to a location within the contiguous United States specified by CONTRACTOR.

3.05.2 Best Efforts for Funding

The Unified Government will use its best efforts to obtain funding each fiscal year for the assets financed and purchased under this Agreement.

- 3.06. Payment of Taxes.** The Unified Government shall not be responsible for, nor indemnify CONTRACTOR for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement, provided it keeps a current tax exempt form on file with CONTRACTOR. Contractor shall request current forms in the event of the expiration of those it has in its possession. If

applicable, CONTRACTOR shall pay the Unified Government occupation tax prior to execution of the Agreement.

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

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

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

3.10. Equal Opportunity and Affirmative Action.

- a. CONTRACTOR shall observe the provisions of the Kansas Act Against Discrimination, K.S.A. 44-1001 *et seq.* and amendments thereto, and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, age, national origin, or ancestry.
- b. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this nondiscrimination clause.

- c. CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.
- d. CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractors.
- e. CONTRACTOR shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.
- f. If CONTRACTOR fails, refuses, or neglects to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and this Agreement may be terminated, canceled, or suspended, in whole or in part, and CONTRACTOR may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, CONTRACTOR shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.
- g. CONTRACTOR shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with the Kansas Act Against Discrimination. Such records shall at all times remain open to inspection by the Kansas Human Rights Commission or by the Unified Government.
- h. CONTRACTOR, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

3.11. Representations.

CONTRACTOR makes the following representations:

- a. The price submitted is independently arrived at without collusion.
- b. It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article 12 of the Procurement Code.
- c. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §12-106 (Gratuities and Kickbacks) of the Procurement Code.
- d. It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a

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commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

- 3.12. Waiver of Breach.** The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.
- 3.13. Severability.** If a court of competent jurisdiction declares any part of this Agreement to be invalid, the balance of the agreement will remain valid and enforceable.
- 3.14. Entire Agreement.** This Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.
- 3.15. Disclaimer of Liability.** The Unified Government shall not hold harmless or indemnify CONTRACTOR for any liability whatsoever.
- 3.16. Termination for Default.** If CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify CONTRACTOR in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate CONTRACTOR's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The Unified Government shall pay CONTRACTOR the costs and expenses and reasonable profit for services performed by CONTRACTOR prior to receipt of the notice of termination.

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

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the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

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

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

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

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

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

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

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

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

Notwithstanding the foregoing, in the event the Unified Government's termination for convenience, Section 14 of the TASER 60 Unlimited Terms and Conditions would apply.

- 3.18. Disputes.** All controversies between the Unified Government and CONTRACTOR which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a written request by CONTRACTOR for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then CONTRACTOR may proceed as if an adverse decision had been received.

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

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

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

- 3.19. Ownership of Materials.** All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by CONTRACTOR in connection with the work pursuant to this Agreement, shall be in the CONTRACTOR. To the extent that CONTRACTOR develops a work for Unified Government's sole and exclusive use, CONTRACTOR will grant the Unified Government a royalty-free, worldwide, non-transferable, non-exclusive, perpetual right to use such work. CONTRACTOR will retain all intellectual property rights and ownership in such work.

- 3.20. Availability of Records and Audit.** CONTRACTOR agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. CONTRACTOR agrees to make available at the

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offices of the Unified Government at all times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, CONTRACTOR shall preserve and make available to persons designated by the Unified Government his records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.

- 3.21. Indemnification.** CONTRACTOR shall indemnify, defend, and hold the Unified Government harmless from and against all claims, losses, damages, judgments or costs to the extent arising directly from CONTRACTOR's negligent acts or omissions except in the case of negligent acts, omissions or willful misconduct of the United Government or claims that fall under Workers Compensation coverage. This indemnification shall survive termination of this or any other agreement between the parties hereto or thereto.
- 3.22. Governing Law.** This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas.
- 4.0. Incorporation of Exhibits.** The parties hereby incorporate Exhibits B and C into this agreement.

+++

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by

5/2016

their duly authorized officials, this Agreement in two (2) original forms which shall be deemed an original on the date first above written.

OWNER:

Unified Government

By _____
Douglas G. Bach
County Administrator

CONTRACTOR:

AXON ENTERPRISE, INC._____
(Contractor)

DocuSigned by:
By *Robert Driscoll* _____
55DAEBB131A4424...

Name Robert Driscoll_____

Address 17800 N. 85th St._____

Scottsdale, AZ 85255_____

ATTEST:

Unified Government Clerk



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-151993-43391.741TR

Issued: 10/18/2018



Quote Expiration: 12/10/2018

Account Number: 110308

Start Date: 09/04/2018
Payment Terms: Net 30
Delivery Method: Fedex - Ground

SALES REPRESENTATIVE

Tom Richardson
Phone: 301-204-5323
Email: trichardson@taser.com
Fax:

PRIMARY CONTACT

Terry Zeigler
Phone: (913) 573-6010
Email: tzeigler@kckpd.org

SHIP TO

Terry Zeigler
Kansas City Police Dept. - KS
700 Minnesota Ave
Kansas City, KS 66101
US

BILL TO

Kansas City Police Dept. - KS
700 Minnesota Ave
Kansas City, KS 66101
US

Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85705	TASER 60 YEAR 1 PAYMENT: X26P UNLIMITED	129	395.00	245.00	31,605.00
88130	UCP STANDARD - YEAR 1 PAYMENT	121	128.00	128.00	15,488.00
Hardware					
44550	SUIT, SIM, MODEL II	1	644.00	0.00	0.00
11501	HOLSTER, BLACKHAWK, RIGHT, X26P	100	0.00	0.00	0.00
11504	HOLSTER, BLACKHAWK, LEFT, X26P	29	0.00	0.00	0.00
22010	PPM, BATTERY PACK, STANDARD, X2/X26P	129	0.00	0.00	0.00
44205	Cartridge - Simulation	387	0.00	0.00	0.00
44203	CARTRIDGE - 25' HYBRID	258	0.00	0.00	0.00
22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	6	188.00	0.00	0.00
44205	Cartridge - Simulation	363	0.00	0.00	0.00
44203	CARTRIDGE - 25' HYBRID	242	0.00	0.00	0.00
11003	YELLOW X26P CEW, HANDLE	129	0.00	0.00	0.00
Services					
85147	CEW STARTER	1	2,500.00	0.00	0.00
				Subtotal	47,093.00
				Estimated Shipping	0.00
				Estimated Tax	0.00
				Total	47,093.00

Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
80138	TASER 60 X26P UNLIMITED	1	0.00	0.00	0.00

Spares (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
22010	PPM, BATTERY PACK, STANDARD, X2/X26P	1	62.00	0.00	0.00
11003	YELLOW X26P CEW, HANDLE	1	1,022.00	0.00	0.00
Subtotal					0.00
Estimated Tax					0.00
Total					0.00

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85706	TASER 60 YEAR 2 PAYMENT: X26P UNLIMITED	129	395.00	395.00	50,955.00
88131	UCP STANDARD - YEAR 2 PAYMENT	121	128.00	128.00	15,488.00
Subtotal					66,443.00
Estimated Tax					0.00
Total					66,443.00

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85707	TASER 60 YEAR 3 PAYMENT: X26P UNLIMITED	129	395.00	395.00	50,955.00
88132	UCP STANDARD - YEAR 3 PAYMENT	121	128.00	128.00	15,488.00
Subtotal					66,443.00
Estimated Tax					0.00
Total					66,443.00

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85708	TASER 60 YEAR 4 PAYMENT: X26P UNLIMITED	129	395.00	395.00	50,955.00
88133	UCP STANDARD - YEAR 4 PAYMENT	121	128.00	128.00	15,488.00
Subtotal					66,443.00
Estimated Tax					0.00
Total					66,443.00

Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85709	TASER 60 YEAR 5 PAYMENT: X26P UNLIMITED	129	395.00	395.00	50,955.00

Year 5 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)					
88134	UCP STANDARD - YEAR 5 PAYMENT	121	128.00	128.00	15,488.00
				Subtotal	66,443.00
				Estimated Tax	0.00
				Total	66,443.00
				Grand Total	312,865.00

Discounts (USD)

Quote Expiration: 12/10/2018

List Amount	337,571.00
Discounts	24,706.00
Total	312,865.00

**Total excludes applicable taxes and shipping*

Summary of Payments

Payment	Amount (USD)
Year 1	47,093.00
Spares	0.00
Year 2	66,443.00
Year 3	66,443.00
Year 4	66,443.00
Year 5	66,443.00
Grand Total	312,865.00

TASER60 Terms and Conditions: This quote contains a purchase under the TASER 60 Plan. If your purchase only includes the TASER 60 Plan, CEWs, and CEW accessories, then this purchase is solely governed by the TASER 60 Terms and Conditions posted at: <https://www.axon.com/legal/sales-terms-and-conditions>, and the terms and conditions of Axon's Master Services and Purchasing Agreement do not apply to this order. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:	_____	Date:	_____
Name (Print):	_____	Title:	_____
PO# (Or write N/A):	_____		

Please sign and email to Tom Richardson at trichardson@taser.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-151993-43391.741TR

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Axon Enterprise, Inc.'s TASER 60 Unlimited Terms and Conditions

These TASER 60 Unlimited Terms and Conditions (**Agreement**) apply to your purchase from Axon Enterprise, Inc. (**Axon**) under TASER 60 Unlimited. TASER 60 Unlimited provides CEW hardware extended warranty coverage, CEW Products, and CEW accessories. The initial delivery, and each year thereafter, will also include 3 training cartridges. For the initial delivery of duty cartridges, X26 users will receive 2 duty cartridges, while X2 users will receive 3 duty cartridges. One PPM battery per user will be delivered to the Agency in Year 3 of this Agreement, unless otherwise requested. In the event the Agency is purchasing TASER 60 Unlimited for use with TASER CAM, the Agency will not receive the PPM or a substitute.

1. **Term.** The term start date is based upon the initial shipment date of the hardware covered under TASER 60 Unlimited (**Start Date**). The TASER 60 Unlimited term will end 5 years after the Start Date (**Term**).
2. **TASER 60 Unlimited Requirements.** In order to make a purchase under TASER 60 Unlimited, the Agency must purchase the TASER 60 Unlimited plan for each TASER Conducted Electrical Weapon (**CEW**) user. A CEW user includes an officer that uses a Conducted Electrical Weapon (**CEW**) in the line of duty, as well as officers that only use a CEW for training purposes. The Agency may not resell cartridges or batteries received under the TASER 60 Unlimited Program. The Agency may only request additional PPMs and duty cartridges as PPMs and duty cartridges are consumed in the line of duty, which will be provided by Axon at no charge. Upon reasonable notice, Axon reserves the right to audit the Agency's use of force records if the Agency is ordering more cartridges or batteries than is customary compared to an Agency of similar size. In the event the audit determines the Agency's use of force records do not support the Agency's reported cartridge and battery use, the Agency will pay the MSRP of each cartridge and battery delivered to the Agency beyond what was supported by the Agency's use of force records.
3. **Payment Terms.** Axon invoices for the TASER 60 Unlimited plan on an annual basis. Agency will be invoiced upon the Start Date and then upon the anniversary of the Start Date for the remainder of the Term. Invoices are due to be paid within 30 days of the date of invoice.

Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding, except as provided in Section 1.03 of the Agreement. For users added in the middle of any annual cycle, the Agency will pay a true-up fee for those additional users. These additional licenses will be co-termed with the Agency's existing licenses. Additional users that are added before the third year payment will receive a PPM, while additional users that are added after the third year payment will not receive a PPM.
4. **Taxes.** Unless the Agency provides a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
5. **Shipping; Title; Risk of Loss; Rejection.** Axon reserves the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by Axon. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency's responsibility. Shipping dates are estimates only.



Axon Enterprise, Inc.'s TASER 60 Unlimited Terms and Conditions

6. **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
7. **Hardware Limited Warranty.** Axon warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. If Axon determines that a valid warranty claim is received within the warranty period, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.
8. **Warranty Limitations.** The warranties do not apply and Axon will not be responsible for any loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) if any Axon serial number has been removed or defaced.

To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement. Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

9. **Warranty Returns.** If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product which Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option. For warranty return and repair procedures, including troubleshooting guides, please go to Axon's website www.axon.com/support.
A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. Any replacement item becomes Purchaser's property and the replaced item becomes Axon's property.



Axon Enterprise, Inc.'s TASER 60 Unlimited Terms and Conditions

10. **TASER 60 Unlimited Warranty Coverage.** TASER 60 Unlimited includes extended warranty coverage for the TASER CEW handle and as described in the Hardware Limited Warranty. TASER 60 Unlimited warranty coverage starts at the beginning of the Term and continues as long as the Agency continues to pay the required annual fees for TASER 60 Unlimited during the Term. The Agency may not have both an optional extended warranty and TASER 60 Unlimited on the TASER CEW product.
11. **Spare Product.** For orders of more than 30 units, Axon will provide a predetermined number of Spare Product for the TASER CEW hardware listed in the Quote ("Spare Products") to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair or replace the non-functioning unit with a replacement product. Axon warrants it will repair or replace the unit which fails to function for any reason not excluded by the warranty coverage, during the Term with the same product or a like product, at Axon's sole option. Within 30 days of the termination of this Agreement for any reason the Agency must return to Axon all Spare Products. The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products not returned to Axon.
12. **Product Warnings.** See our website at www.axon.com for the most current product warnings.
13. **Design Changes.** Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased. Axon may replace end of life products with the next generation of that product without notifying the Agency.
14. **TASER 60 Unlimited Termination.** If an invoice for TASER 60 Unlimited is more than 30 days past due, then Axon may terminate TASER 60 Unlimited. Axon will provide notification that TASER 60 Unlimited coverage is terminated. Once TASER 60 Unlimited coverage is terminated for any reason, then:
 - 14.1. TASER 60 Unlimited coverage will terminate as of the date of termination and no refunds will be given.
 - 14.2. The Agency will be invoiced and obligated to pay for the remainder of the MSRP for TASER 60 Unlimited Products received before the termination date. In the case of termination for non-appropriations, Axon will not invoice the Agency if the Agency returns the CEW, battery, holster, and unused cartridges to Axon within 30 days of the date of termination.
 - 14.3. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 60 Unlimited plan.
15. **Excusable Delays.** Axon will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control Axon has the right to delay or terminate the delivery with reasonable notice.
16. **Proprietary Information.** The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that



Axon Enterprise, Inc.'s TASER 60 Unlimited Terms and Conditions

constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.

17. **Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re- import, export, and re-export control laws and regulations.
18. **Assignment.** The Agency may not may assign or otherwise transfer this Agreement without the prior written approval of Axon.
19. **Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
20. **Governing Law; Venue.** The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
21. **Entire Agreement.** This Agreement, the TASER Assurance Plan Appendix (if applicable), and the quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Agency

Signature: _____

Name: _____

Title: _____

Date: _____



Axon Enterprise, Inc.'s TASER 60 Unlimited Terms and Conditions

TASER Assurance Plan (Purchased with TASER 60 Only) Appendix

If The TASER Assurance Plan or "TAP" has been purchased in addition to the TASER 60 Unlimited plan, this Appendix will apply to the Agency's purchase. TAP provides Upgrade Models at the end of the TAP Term. TAP only applies to the Axon Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. The Agency may not buy more than one TAP for any one covered Product.

- 1 **TAP Term.** The TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month. TAP for CEWs is a 5 year term.
- 2 **TAP Upgrade Models.** Any Products replaced within 6 months prior to the scheduled upgrade will be deemed the upgrade. Within 30 days of receiving an upgrade, the Agency must return the original Products to Axon or destroy the Products locally and provide a certificate of destruction to Axon that includes the serial numbers for the destroyed Products. If the Agency does not return the Products to Axon or destroy the Products, Axon will deactivate the serial numbers for the Products received by the Agency.

If the Agency makes all TAP CEW payments, 5 years after the start of the TAP Term, Axon will provide the Agency with a new CEW that is the same Product or a like Product, in the same weapon class (**CEW Upgrade Model**), as well as a battery. The Agency may elect to receive the CEW Upgrade Model anytime in the 5th year of the TAP term as long as the final payment has been made.

- 3 **TAP Termination.** If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com Services, then Axon may terminate TAP and all outstanding Product related TAPs. Axon will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:
 - 3.1. TAP coverage will terminate as of the date of termination and no refunds will be given.
 - 3.2. Axon will not and has no obligation to provide the free upgrades.
 - 3.3. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.
 - 3.4. If the Agency received a credit towards the first TAP payment as part of a trade-in promotion, then upon cancellation/termination the Agency will be assessed a \$100 cancellation fee for each covered product.



Professional Services Appendix

- 1 Professional Services Term.** Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.

1.1. The Package for the CEW-related Services are detailed below:

System set up and configuration • Configure Evidence.com categories & custom roles based on Agency need. • Troubleshoot IT issues with Evidence.com. • Work with IT to install Evidence Sync software on locked-down computers (if applicable). • Register users and assign roles in Evidence.com. • For the Full Service Package: On-site assistance included • For the Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of a specific Axon representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.
Best practice implementation planning session to: • Provide considerations for establishment of CEW policy and system operations best practices based on Axon's observations with other agencies. • Discuss importance of entering metadata for organization purposes and other best practice for digital data management. • Provide referrals to other agencies using the TASER CEW Products and Evidence.com Service. • For the Full Service Package: On-site assistance included • For the Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.
Evidence.com Instructor training • Axon's on-site professional services team will provide training on the Evidence.com system with the goal of educating instructors who can support the Agency's subsequent Evidence.com training needs. • For the Full Service Package: Training for up to 3 individuals at the Agency • For the Starter Package: Training for up to 1 individual at the Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Evidence.com.
Post go live review session For the Full Service Package: On-site assistance included. For the Starter Package: Virtual assistance included.

- 2 Out of Scope Services.** Axon is responsible to perform only the Services described on the Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope. Additional training days may be added on to any service package for additional fees set forth in the Quote.



Axon Enterprise, Inc.'s TASER 60 Unlimited Terms and Conditions

- 3 **Delivery of Services.**
- 3.1. **Hours and Travel.** Axon personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays, unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe, unless otherwise agreed to by the Parties in advance. Travel time by Axon personnel to Agency premises will not be charged as work hours performed.
- 3.2. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the Parties in a change order. Changes may require an equitable adjustment in the charges or schedule.
- 4 **Authorization to Access Computer Systems to Perform Services.** The Agency authorizes Axon to access relevant Agency computers and network systems, solely for performing the Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to the Agency. The Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by the Agency.
- 5 **Site Preparation and Installation.** Prior to delivering any Services, Axon will provide 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or Axon), the Agency must prepare the location(s) where the Products are to be installed (**Installation Site**) in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by Axon under this Agreement, including the environmental specifications for the Products, Axon will provide the updates or modifications to Agency when they are generally released by Axon to Axon customers.
- 6 **Acceptance Checklist.** Axon will present an Acceptance Form (**Acceptance Form**) upon completion of the Services. The Agency will sign the Acceptance Form acknowledging completion of the Services once the on-site service session has been completed. If the Agency reasonably believes that Axon did not complete the Services in substantial conformance with this Agreement, the Agency must notify Axon in writing of the specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist. Axon will address the issues and then will re-present the Acceptance Form for approval and signature. If Axon does not receive the signed Acceptance Form or a written notification of the reasons for the rejection of the performance of the Services within 7 calendar days of delivery of the Acceptance Form, the absence of the Agency response will constitute affirmative acceptance of the Services, and a waiver of any right of rejection.



Axon Enterprise, Inc.'s TASER 60 Unlimited Terms and Conditions

Unlimited Cartridge Plan Appendix

These Axon Enterprise, Inc. (**Axon**) Unlimited Cartridge Plan Terms and Conditions (**Agreement**) apply to your (**Agency**) purchase under the Axon Unlimited Cartridge Plan (**UCP**). In the initial delivery, and each year thereafter, the Agency will receive 3 training cartridges. For the initial delivery of duty cartridges, X26 users will receive 2 duty cartridges, while X2 users will receive 3 duty cartridges. One PPM battery per user will be delivered to the Agency in Year 3 of this Agreement, unless otherwise requested. In the event the Agency is purchasing UCP for use with TASER CAM, the Agency will not receive the PPM or a substitute.

1. **UCP Term.** The UCP Term start date is based upon the ship date of the initial delivery (**Start Date**). The UCP Term will end 5 years after the Start Date (**Term**).
2. **UCP Requirements.** In order to make a purchase under the UCP, the Agency must purchase the UCP for each TASER Conducted Electrical Weapon (**CEW**) user. A CEW user includes an officer that uses a CEW in the line of duty, as well as officers that only use a CEW for training purposes. The Agency may not resell cartridges or batteries received under the UCP. The Agency may only request additional PPMs and duty cartridges as PPMs and duty cartridges are consumed in the line of duty. Upon reasonable notice, Axon reserves the right to audit the Agency's use of force records if the Agency is ordering more cartridges or batteries than is customary compared to an Agency of similar size. In the event the audit determines the Agency's use of force records do not support the Agency's reported cartridge and battery use, the Agency will pay the MSRP of each cartridge and battery delivered to the Agency beyond what was supported by the Agency's use of force records.
3. **Payment Terms.** Axon invoices for the UCP on an annual basis. Agency will be invoiced upon the Start Date and then upon the anniversary of the Start Date for the remainder of the Term. Invoices are due to be paid within 30 days of the date of invoice.

Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding except as provided in Section 1.03 of the Agreement. Additional users may be added during the term. For users added in the middle of any annual cycle, the Agency will pay a true-up fee for those additional users. These additional licenses will be co-termed with the Agency's existing licenses. Additional users that are added before the third year payment will receive a PPM, while additional users that are added after the third year payment will not receive a PPM.

4. **UCP Termination.**
 - a. **By Either Party.** Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement under this Section and Axon fails to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis.
 - b. **By the Agency.** The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the then current fiscal year. In the event the Agency terminates this Agreement after the Agency receives the PPM, the Agency will be invoiced and obligated to pay for the remainder of the MSRP for the PPM received before the termination date. In the case of termination for non-appropriations, Axon will not invoice the Agency if the Agency returns the PPM to Axon within 30 days of the date of termination.



Axon Enterprise, Inc.'s TASER 60 Unlimited Terms and Conditions

-
- c. Effect of Termination.** Upon termination for any reason, Axon will discontinue shipments to the Agency on the effective date of termination.

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Staff Request for Commission Action

Tracking No. 18508

Full Commission Meeting Date: 12/6/18

Committee: Public Works & Safety

Date of Standing Committee Action: 11/26/18

(If none, please explain):

Publication Required: No

<u>Date:</u> 11/08/2018	<u>Contact Name:</u> Katie Devlin	<u>Contact Phone:</u> x5076	<u>Contact Email:</u> kdevlin@wycokck.org	<u>Department/Division:</u> Legal
<u>Item Description:</u> A resolution authorizing the donation of equipment from the Kansas City, Kansas Fire Department to Piper High School, Tonganoxie Fire Department, and the Historical Society, submitted by Katie Devlin, Assistant Counsel.				
<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 donating Fire Department equipment LOCKERS				

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE DONATION OF EQUIPMENT FROM
THE KANSAS CITY, KANSAS FIRE DEPARTMENT TO PIPER HIGH
SCHOOL, TONGANOXIE FIRE DEPARTMENT, AND THE HISTORICAL
SOCIETY**

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas is the present owner of two hundred twenty (220) lockers, all of which are currently in the possession of the Kansas City, Kansas Fire Department; and

WHEREAS, the lockers have become obsolete for the purposes of the Kansas City, Kansas Fire Department; and

WHEREAS, the lockers have a combined value of \$1350; and

WHEREAS, the Equipment is still usable, and other governmental and educational organizations have need for them; and

WHEREAS, specifically, Piper High School, Tonganoxie Fire Department, and the Historical Society; and

WHEREAS, the Unified Government wishes to donate the Equipment to the above-referenced governmental and educational organizations in accordance with K.S.A. 12-101, and in recognition of the public purpose such donation will serve.

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

1. Donation of Lockers. That the Unified Government does hereby authorize the Chief of the Kansas City, Kansas, Fire Department and the County Administrator's Office to establish a procedure for the donation of thirty (30) lockers to Piper High School on behalf of the Unified Government, and that the Chief of the Kansas City, Kansas, Fire Department and the County Administrator are hereby authorized to enter into agreements and take any action required and necessary to implement and satisfy the intent of this Resolution.

2. Donation of Lockers. That the Unified Government does hereby authorize the Chief of the Kansas City, Kansas, Fire Department and the County Administrator's Office to establish a procedure for the donation of forty (40) lockers to Tonganoxie Fire Department on behalf of the Unified Government, and that the Chief of the Kansas City, Kansas, Fire Department and the County Administrator are hereby authorized to enter into agreements and take any action required and necessary to implement and satisfy the intent of this Resolution.

3. Donation of Lockers. That the Unified Government does hereby authorize the Chief of the Kansas City, Kansas, Fire Department and the County Administrator's Office to establish a procedure for the donation of one hundred fifty (150) lockers to the Historical Society on behalf of the Unified Government, and that the Chief of the Kansas City, Kansas, Fire Department and the County Administrator are hereby authorized to enter into agreements and take any action required and necessary to implement and satisfy the intent of this Resolution.

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

**ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS,
THIS DECEMBER 6, 2018.**

ATTEST:

Unified Government Clerk



Staff Request for Commission Action

Tracking No. 18517

Full Commission Meeting Date: 12/06/18

Committee: Public Works & Safety

Date of Standing Committee Action: 11/26/18

(If none, please explain):

Publication Required: No

<u>Date:</u> 11/14/2018	<u>Contact Name:</u> Susan Alig	<u>Contact Phone:</u> x5085	<u>Contact Email:</u> salig@wycokck.org	<u>Department/Division:</u> Legal
<u>Item Description:</u> Request approval of a revised Block Party Permit Policy that changes the liability language in the policy to be consistent with the liability language in the permit application.				
<u>Action Requested:</u> To adopt the revised policy resolution.				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> Revised block party permit policy 2018 resolution, Block party permit policy revised 2018 redlines, Block party permit policy revised 2018 clean copy				

RESOLUTION NO. _____

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

WHEREAS, the Unified Government of Wyandotte County/ Kansas City, Kansas has reviewed the Unified Government's Block Party Permit Practices as adopted in R-70-16; and

WHEREAS, the Unified Government wishes to revise the Block Party Permit Policy.

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

That the County Administrator of Wyandotte County, Kansas is hereby authorized and directed to take such further action, and execute such other documents, certificates, and instruments as may be necessary or desirable to adopt the attached revised Block Party Permit Policy

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

THIS _____ DAY OF _____, 2018.

UNIFIED GOVERNMENT CLERK

Unified Government of Wyandotte County/ Kansas City, Kansas

Block Party Policy

1. Purpose
 - a. Residents may request a block party permit to temporarily close one residential block to through traffic for one day for the purpose of hosting an event.
 - b. The purpose of the Unified Government's block party permit policy is to foster community engagement and connections among residents for a safer and happier community.
2. Issuance of Permit; information required
 - a. The Public Works Department may issue a permit for the temporary blocking of a street for the purpose of hosting an event. Permit applicants should submit their applications at least 20 days before the date of the event. The application form is available online and through the Unified Government Public Works Department. The following information is required:
 - i. The name and address of the applicant
 - ii. The name of the street and a description of the portion to be blocked
 - iii. A description of the event to be held
 - iv. The date and the hours of the party
 - v. Whether the applicant has previously hosted or applied for a block party permit and the approximate dates of any previous permit applications
 - vi. A **Block Party Petition Form** with signatures of 75% of the residents and/or businesses on the street indicating their approval of the block party permit. 100% of the residents and/or businesses must be informed of the block party permit application before the application is turned in to Public Works.
 - vii. A signed **Block Party Application and Agreement Form**.
3. Term of permit
 - a. A block party permit is only valid for the date and hours specified.
 - b. All block parties must start after 9:00 am and end before 10:00 pm. The road must be reopened to through traffic by 10:00 pm.
4. Removal of litter and debris
 - a. The permit applicant is responsible for removal of any litter, debris and other materials from the street that is attributable to the party.
 - b. If the permit applicant does not remove litter and debris, the Unified Government will remove it and the cost of the removal will be charged to the permit applicant.
5. Access for emergency vehicles required
 - a. Any barricades or obstacles placed in the street for the block party must be easily moved to allow emergency and hazard vehicles to enter it in response to an emergency.
6. Access to residences and businesses on the closed portion of the street
 - a. Access must be granted to businesses and residences on the closed portion of the street as needed.
 - b. The permit applicant is responsible for assisting as needed with moving and replacing barricades to allow people to get to businesses and residences on the closed portion of the street.
7. Deposit and Fees

Applicants must pay \$150.00 at the time of the permit application. The UG will keep \$30.00 of that amount as a fee for processing the application. The UG will also keep \$50.00 of that amount as a fee for delivering and picking up the barricades from the block party site. The remaining \$70.00 is a security deposit for the barricades.

The security deposit will be returned based on the discretion of the Public Works Department. The criteria for returning the deposit are:

The barricades are in the same condition they were in when they were delivered to the site.

The applicant has removed all decorations, trash, and debris attributable to the block party event.

8. Barricades

- a. The Public Works Department will deliver and pick up barricades for the applicant. To arrange the delivery of the barricades, call (913) 573-5400.
- b. All barricades used for block parties must conform to the most current requirements of the federal Manual on Uniform Traffic Control Devices for Type III barricades.

9. Prohibited activities

- a. No alcoholic beverages will be consumed in the public view.
- b. No fireworks will be used in the street.
- c. Block party applicants and participants will comply with all applicable ordinances and state laws, including noise limitations.

10. Denial of Permit

- a. The Public Works Department reserves the right to deny block party permits at its discretion for, but not limited to, the following reasons:
 - i. The applicant is not a resident of the block to be closed
 - ii. The proposed block party is on an arterial street (see Appendix A: Arterial Streets on Which Block Parties Are Prohibited)
 - iii. The proposed block party will unduly interfere with the flow of traffic due to the closure of other nearby streets or other reasons
 - iv. Previous law enforcement contact.
 1. Applicants who have had contact with law enforcement due to violence during previous block parties will be denied.
 2. Applicants who have had contact with law enforcement due to non-violent violations during previous block parties may be denied at the discretion of the Public Works Department.
 - v. An applicant has failed to comply with block party policies in previous block parties
 1. Applicants who have failed to remove decorations, trash, and debris attributable to previous block parties will not be granted a new block party permit.
 - vi. When a block has had more than three block parties in a calendar year, the Right of Way Manager may deny further permits in the same year in its discretion.
 - vii. The block party is not in the best interests of the community's health or safety.
- b. Applicants whose permits are denied will be informed of the reason in writing within 10 business days of receipt of the application.
- c. The Police Department may revoke a Block Party Permit during an event if it determines that revocation is necessary for public safety or public peace and order.

11. Liability

- a. The permit applicant shall agree to hold the UG harmless, indemnify and exculpate the UG from any and all claims, costs, liabilities, damages, expenses, suits and judgments of any nature whatsoever arising out of or in connection with the Block Party described above. The permit applicant shall agree to comply with all applicable law. The UG shall retain the right to revoke the Block Party permit immediately and at any time if any member of the Police Department or other properly constituted authority determines such revocation to be in the best interest of the

public safety or public peace and order, or if the applicant or a participant or onlooker of the block party fails to comply with applicable policy and law.

~~The permit applicant shall be liable for all losses, damages, or injuries sustained by any person, whether a participant or spectator at the block party or recreational event, whether or not said losses, damages, or injuries arise by reason of the negligence of the person, persons, or organization to whom such permit shall have been issued. The applicant shall agree to save and hold the Unified Government harmless of and from any and all obligations and liabilities which may arise from the temporary street closing which represents the subject matter of the application.~~

Block Party Application and Agreement

Applicant Name: _____
Applicant Address: _____
Applicant Phone Number: _____
Applicant Email Address: _____
Event Description: _____
Date of Event: _____
Scheduled Hours of Event (Must be between 9:00 am and 10:00 pm): _____
Street to be closed (Example "Ann Avenue from 6th Street to 7th Street): _____

____ Yes, I am a resident of this block ____ No, I am not a resident of this block
Approximate dates of previous block party permit applications in the last 5 years: _____

Has law enforcement responded to any block parties that you have previously hosted?
____ No ____ Yes If yes, please explain: _____

CERTIFICATION

I have read the Unified Government Block Party policy and I understand it. I agree to follow the requirements and conditions contained in the policy. The information that I have submitted in this application is true and accurate. I understand that if I do not follow the requirements and conditions of the Block Party Policy or if any of the information I have provided is false that my Block Party Permit will be VOID.

Signature of Applicant

Date

HOLD HARMLESS AGREEMENT

I have requested permission to hold a Block Party on the above dates in the above location. I agree to hold the UG harmless, indemnify and exculpate the UG from any and all claims, costs, liabilities, damages, expenses, suits and judgments of any nature whatsoever arising out of or in connection with the Block Party described above. I agree to comply with all applicable law. I understand that the UG retains the right to revoke the Block Party permit immediately and at any time if any member of the Police Department or other properly constituted authority determines such revocation to be in the best interest of the public safety or public peace and order, or if I or a participant or onlooker of the block party fails to comply with applicable policy and law.

Signature of Applicant

Date

Block Party Petition Form

Applicant Name: _____

Applicant Address: _____

Applicant Phone Number: _____

Applicant Email Address: _____

Event Description: _____

Date of Event: _____

Scheduled Hours of Event (Must be between 9:00 am and 10:00 pm): _____

Street to be closed (Example "Ann Avenue from 6th Street to 7th Street): _____

Name	Address	Phone/ Email	I am in favor of this event	I am NOT in favor of this event

Unified Government of Wyandotte County/ Kansas City, Kansas

Block Party Policy

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 - a. Residents may request a block party permit to temporarily close one residential block to through traffic for one day for the purpose of hosting an event.
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 - iii. A description of the event to be held
 - iv. The date and the hours of the party
 - v. Whether the applicant has previously hosted or applied for a block party permit and the approximate dates of any previous permit applications
 - vi. A **Block Party Petition Form** with signatures of 75% of the residents and/or businesses on the street indicating their approval of the block party permit. 100% of the residents and/or businesses must be informed of the block party permit application before the application is turned in to Public Works.
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Applicants must pay \$150.00 at the time of the permit application. The UG will keep \$30.00 of that amount as a fee for processing the application. The UG will also keep \$50.00 of that amount as a fee for delivering and picking up the barricades from the block party site. The remaining \$70.00 is a security deposit for the barricades.

The security deposit will be returned based on the discretion of the Public Works Department. The criteria for returning the deposit are:

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The applicant has removed all decorations, trash, and debris attributable to the block party event.

8. Barricades

- a. The Public Works Department will deliver and pick up barricades for the applicant. To arrange the delivery of the barricades, call (913) 573-5400.
- b. All barricades used for block parties must conform to the most current requirements of the federal Manual on Uniform Traffic Control Devices for Type III barricades.

9. Prohibited activities

- a. No alcoholic beverages will be consumed in the public view.
- b. No fireworks will be used in the street.
- c. Block party applicants and participants will comply with all applicable ordinances and state laws, including noise limitations.

10. Denial of Permit

- a. The Public Works Department reserves the right to deny block party permits at its discretion for, but not limited to, the following reasons:
 - i. The applicant is not a resident of the block to be closed
 - ii. The proposed block party is on an arterial street (see Appendix A: Arterial Streets on Which Block Parties Are Prohibited)
 - iii. The proposed block party will unduly interfere with the flow of traffic due to the closure of other nearby streets or other reasons
 - iv. Previous law enforcement contact.
 1. Applicants who have had contact with law enforcement due to violence during previous block parties will be denied.
 2. Applicants who have had contact with law enforcement due to non-violent violations during previous block parties may be denied at the discretion of the Public Works Department.
 - v. An applicant has failed to comply with block party policies in previous block parties
 1. Applicants who have failed to remove decorations, trash, and debris attributable to previous block parties will not be granted a new block party permit.
 - vi. When a block has had more than three block parties in a calendar year, the Right of Way Manager may deny further permits in the same year in its discretion.
 - vii. The block party is not in the best interests of the community's health or safety.
- b. Applicants whose permits are denied will be informed of the reason in writing within 10 business days of receipt of the application.
- c. The Police Department may revoke a Block Party Permit during an event if it determines that revocation is necessary for public safety or public peace and order.

11. Liability

- a. The permit applicant shall agree to hold the UG harmless, indemnify and exculpate the UG from any and all claims, costs, liabilities, damages, expenses, suits and judgments of any nature whatsoever arising out of or in connection with the Block Party described above. The permit applicant shall agree to comply with all applicable law. The UG shall retain the right to revoke the Block Party permit immediately and at any time if any member of the Police Department or other properly constituted authority determines such revocation to be in the best interest of the

public safety or public peace and order, or if the applicant or a participant or onlooker of the block party fails to comply with applicable policy and law.

Block Party Application and Agreement

Applicant Name: _____
Applicant Address: _____
Applicant Phone Number: _____
Applicant Email Address: _____
Event Description: _____
Date of Event: _____
Scheduled Hours of Event (Must be between 9:00 am and 10:00 pm): _____
Street to be closed (Example "Ann Avenue from 6th Street to 7th Street): _____

____ Yes, I am a resident of this block ____ No, I am not a resident of this block
Approximate dates of previous block party permit applications in the last 5 years: _____

Has law enforcement responded to any block parties that you have previously hosted?
____ No ____ Yes If yes, please explain: _____

CERTIFICATION

I have read the Unified Government Block Party policy and I understand it. I agree to follow the requirements and conditions contained in the policy. The information that I have submitted in this application is true and accurate. I understand that if I do not follow the requirements and conditions of the Block Party Policy or if any of the information I have provided is false that my Block Party Permit will be VOID.

Signature of Applicant

Date

HOLD HARMLESS AGREEMENT

I have requested permission to hold a Block Party on the above dates in the above location. I agree to hold the UG harmless, indemnify and exculpate the UG from any and all claims, costs, liabilities, damages, expenses, suits and judgments of any nature whatsoever arising out of or in connection with the Block Party described above. I agree to comply with all applicable law. I understand that the UG retains the right to revoke the Block Party permit immediately and at any time if any member of the Police Department or other properly constituted authority determines such revocation to be in the best interest of the public safety or public peace and order, or if I or a participant or onlooker of the block party fails to comply with applicable policy and law.

Signature of Applicant

Date

Block Party Petition Form

Applicant Name: _____

Applicant Address: _____

Applicant Phone Number: _____

Applicant Email Address: _____

Event Description: _____

Date of Event: _____

Scheduled Hours of Event (Must be between 9:00 am and 10:00 pm): _____

Street to be closed (Example "Ann Avenue from 6th Street to 7th Street): _____

Name	Address	Phone/ Email	I am in favor of this event	I am NOT in favor of this event



Staff Request for Commission Action

Tracking No. 18520

Full Commission Meeting Date:

Committee: Public Works & Safety

Date of Standing Committee Action:

(If none, please explain):

Publication Required: No

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
11/14/2018	Jeff Fisher	x5415	jfisher@wycokck.org	Clerk

Item Description:

This is the 3rd in a series of presentations presented by the Public Works Engineering Staff regarding the condition of the UG Pavement Network, and begin developing our plans for how to address the needs of the network moving forward. In this presentation we will discuss the findings of the Commissioners, after they have driven our streets to determine the rating they find as acceptable, and what potential budgetary impacts that could have moving forward. Staff will also present data based on predictive modeling about the future state of our network at 10 and 20 years based on different funding levels and preservation techniques.

Action Requested:

For information only.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Data Driven Street Preservation Outline

Data Driven Street Preservation #3 Outline

1. Where DID the Money Go
 - a. Slide showing the breakdown of how our Pavement Preservation dollars have been spent in the past, in correlation with the budget and amount of centerline miles that were addressed each year.
 - i. 2007 to 2011 – showing all our budget was spent on Mill and Overlay
 - ii. 2012 to 2017 – showing out budget being split 75/25 between Mill and Overlay and ADA ramps
 - iii. 2018 and 2019 – showing our budget divided between Mill and Overlay, Micro-surfacing, ADA ramps, and Curb and Gutter Repairs
2. Budget Dollars vs. Centerline Miles
 - a. Graph showing our annual budgets in relation to how many centerline miles have been able to be addressed since the year 2000
3. Where SHOULD the Money Go
 - a. Graph showing what the dispersion of funds should be for the different activity types of pavement preservation
4. Commissioner Question and Answers
 - a. How should we view our network? Total Network vs. Functional Classification?
 - b. What is/are appropriate PCI goals that we want to strive for?
 - c. What timeframe do we want to achieve our PCI goals?
5. Things to keep in mind
 - a. Cost of activities per mile – Reconstruct, Mill and Overlay, Micro-Surfacing
 - b. Upcoming dollar figures DO NOT include Curb and Gutter or ADA Ramp repairs
 - i. Anticipated 15-25% of Pavement budget going to be needed for these activities.
6. Current Annual Budget, 2% annual increase after 2023
 - a. Graph and figures showing network PCI score over 10 and 20 years based on whether we use our money 80/20 for Mill and Overlay vs Surface Treatments or vice versa
7. Current Annual Budget, 25% annual increase after 2023 (capped in 2033 at \$36M annually)
 - a. Graph and figures showing network PCI score over 10 and 20 years based on whether we use our money 80/20 for Mill and Overlay vs Surface Treatments or vice versa
8. Current Annual Budget, 25% annual increase after 2020 (capped in 2028 at \$26M annually)
 - a. Graph and figures showing network PCI score over 10 and 20 years based on whether we use our money 80/20 for Mill and Overlay vs Surface Treatments or vice versa
9. Takeaways
10. What's Next
 - a. What more information would the commission like to see?
 - b. Plan for how staff will move forward with program development.



Staff Request for Commission Action

Tracking No. 18522

Full Commission Meeting Date:

Committee: Public Works & Safety

Date of Standing Committee Action:

(If none, please explain):

Publication Required: No

<u>Date:</u> 11/14/2018	<u>Contact Name:</u> Jeff Fisher	<u>Contact Phone:</u> x5415	<u>Contact Email:</u> jfisher@wycokck.org	<u>Department/Division:</u> Clerk
<u>Item Description:</u> Presentation regarding CMIP and the projects that will have work going on during the years of 2020 thru 2023. Many of these projects have been discussed at prior meetings, and are still in the developmental stages.				
<u>Action Requested:</u> For information only.				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> 2020-2023 CMIP Presentation RFA				



Staff Request for Commission Action

Tracking No.

Full Commission Meeting Date:

Committee:

Date of Standing Committee Action:

(If none, please explain):

Publication Required: No

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
11/14/18	Jeff Fisher		jfisher@wycokck.org	Public Works

Item Description:

2020-2023 PUBLIC WORKS CMIP PROJECTS

In this presentation, Public Works staff will present some brief information on the currently approved CMIP and the projects that will have work going on during the years of 2020 thru 2023. Many of these projects have been discussed at prior meetings, and are still in the developmental stages.

Action Requested:

No action required. For information only.

Budget Impact: (if applicable):

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Public Works section of the CMIP



Staff Request for Commission Action

Tracking No. 18523

Full Commission Meeting Date:

Committee: Public Works & Safety

Date of Standing Committee Action:

(If none, please explain):

Publication Required: No

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
11/15/2018	Jeff Fisher	x5415	jfisher@wycokck.org	Clerk

Item Description:

An update on the Unified Government's progress in finding a viable regional solution to manage Biosolids.

Action Requested:

For information only.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List: