Public Works and Safety Committee
Standing Committee Meeting Agenda
Monday, January 28, 2019
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 January 28, 2019 Agenda**

III. **Approval of standing committee minutes from October 22, 2018 and November 26, 2018.**

IV. **Committee Agenda**

Item No. 1 - ORDINANCES: ELECTRIC-ASSISTED SCOOTERS AND SHARED SMALL VEHICLE PROGRAMS

Synopsis: Two ordinances 1) authorizing the use of electric-assisted scooters and shared small vehicle programs within KCK, and 2) providing definitions of the same, submitted by Patrick Waters, Senior Attorney.

*On October 22, 2018, the **Public Works and Safety Standing Committee**, chaired by Commissioner Bynum, reviewed a former version.*

Tracking #: 1957

Item No. 2 - ORDINANCE: PROGRESSIVE DESIGN BUILD PROCUREMENT

Synopsis: An ordinance adding Progressive Design Build to the procurement code to enable

the use of the progressive design build alternative delivery method for city construction projects, submitted by Susan Alig, Assistant Counsel.
Tracking #: 1956

Item No. 3 - RESOLUTION: BPU INSTALLATION
Synopsis: A resolution declaring the necessity and authorizing a survey and description of land for the Board of Public Utilities' installation of ductile iron pipe and appurtenances at 89th & Parallel Parkway to I-435 & France Family Drive, submitted by Susan Alig, Assistant Counsel.
Tracking #: 186

Item No. 4 - RESOLUTION: AGREEMENT WITH FIRE DISTRICT 1 OF LEAVENWORTH COUNTY
Synopsis: A resolution approving an agreement with Fire District 1 of Leavenworth County to provide automatic fire and EMS services in times of emergencies, natural disasters, and man-made catastrophes, pursuant to K.S.A. 12-111, submitted by Kathryn Devlin, Assistant Counsel.
Tracking #: 1954

Item No. 5 - RESOLUTION: AGREEMENT WITH CITY OF BONNER SPRINGS
Synopsis: A resolution authoring the Mayor to extend the agreement with the city of Bonner Springs, Kansas, for street maintenance and police services to the unincorporated area of Loring for an additional year, submitted by Misty Brown, Deputy Chief Counsel.
Tracking #: 1953

Item No. 6 - RESOLUTION: AGREEMENT WITH KAW VALLEY DRAINAGE AGREEMENT AND ARMY CORP OF ENGINEERS
Synopsis: A resolution authorizing the Unified Government to enter into a Public Partnership Agreement with Kaw Valley Drainage District and the Army Corps of Engineers to secure free federal funds, submitted by Misty Brown, Deputy Chief Counsel. This does not commit the UG to anything more than already budgeted.

It is requested that this item be fast tracked to the January 31, 2019 full commission meeting.
Tracking #: 19556
Item No. 7 - UPDATE: WASTE MANAGEMENT
Synopsis: Regularly scheduled updates to the Public Works & Safety Standing Committee regarding the work Waste Management and Public Works staffs are doing, submitted by Jeff Fisher, Executive Director of General Services.

For information only.

Tracking #: 1951

Item No. 8 - RESOLUTION: CONTRACT AMENDMENT WITH WASTE MANAGEMENT

Synopsis: A resolution authorizing the County Administrator to negotiate a contract amendment with Waste Management to address how the number of residential units are calculated, penalties for missed pickups, and other matters pertaining to the contract, submitted by Misty Brown, Deputy Chief Counsel.

Tracking #: 1958

Item No. 9 - UPDATE: NEW FIRE STATION

Synopsis: Update on the progress of the new fire station at Hutton and Leavenworth Road, submitted by John Kelly, Director of Buildings & Logistics.

For information only.

Tracking #: 1955

Item No. 10 - UPDATE: SAFE ROUTE TO SCHOOL OUTREACH PROGRAM

Synopsis: Public Works staff will provide a brief overview and update of the SRTS, Walking School Bus outreach program and discuss the relationship of the program and the UG strategic plan, submitted by Lideana Laboy, Traffic Engineer.

For information only.

Tracking #: 1952

V. **Public Agenda**

VI. **Adjourn**

AGENDA UPDATE

PUBLIC WORKS AND SAFETY

STANDING COMMITTEE MEETING

MONDAY, JANUARY 28, 2019

IV. COMMITTEE AGENDA

UPDATE

ITEM NO. 4 – 1954…RESOLUTION: AGREEMENT WITH FIRE DISTRICT 1 OF LEAVENWORTH COUNTY

Synopsis: A resolution approving an agreement with Fire District 1 of Leavenworth County to provide automatic fire and EMS services in times of emergencies, natural disasters, and man-made catastrophes, pursuant to K.S.A. 12-111, submitted by Kathryn Devlin, Assistant Counsel.

Agreement regarding Automatic Aid Response with Fire District 1 in Leavenworth County.

AGREEMENT FOR
AUTOMATIC AID RESPONSE

THIS AGREEMENT entered into this _____ day of _____ by and between Leavenworth County Fire District 1 (hereinafter referred to as "District 1") and the Unified Government of Wyandotte County/Kansas City, Kansas, Fire Department (hereinafter referred to as "KCKFD") with each acting herein through their duly authorized officials.

WHEREAS the governing officials of the governmental entities set forth above, political subdivisions of the State of Kansas and the United States of America, desire to secure for each entity the benefits of assistance in the protection of life and property from fire and other disasters; NOW AND THEREFORE, IT IS AGREED AS FOLLOWS:

1. District 1 and KCKFD have areas neighboring each other's borders in which automatic aid in emergency conditions would benefit citizens of both municipalities. For the purpose of this agreement, "emergency condition" shall include any condition requiring fire protection or emergency medical services first response, or both. The Fire Chief of District 1 and the Fire Chief of KCKFD will develop a Memorandum of Understanding to specify the amounts and types of assistance to be dispatched, methods of dispatching and communications, training programs, procedures, and areas to be assisted. The Memorandum of Understanding may be revised or amended at any time by mutual agreement of the Fire Chiefs as conditions warrant.

2. Each party will honor the dispatch of equipment and personnel, unless its Chief, or such Chief's designee, deems equipment and personnel unavailable. It is agreed that the parties shall not be liable in any way to the other, or to its inhabitants, or to any other person, firm or corporation for any failure to give requested assistance.

3. Neither party shall be reimbursed by the other for costs incurred pursuant to this Agreement. Personnel who are assigned, designated or ordered by their governing body to perform duties, pursuant to this Agreement, shall receive the same salary, pension, and all other compensation and rights for the performance of such duties, including injury or death benefits, and Worker's Compensation benefits, as though the service had been rendered within the limits of the entity where he or she is regularly employed. Moreover, all medical expenses, wage and disability payments, pension payments, damage to equipment and clothing, and expenses of travel, food, and lodging shall be paid by the entity in which the employee in question is regularly employed.

4. All District 1 equipment used in carrying out this Agreement shall remain equipment owned by District 1 and shall not be deemed equipment owned by KCKFD under any circumstances. All KCKFD equipment used in carrying out this Agreement shall remain equipment owned by KCKFD and shall not be deemed equipment owned by District 1.

5. All District 1 employees acting under this Agreement shall remain employees of District 1 for all purposes and shall not be deemed employees of KCKFD under any circumstances. All KCKFD employees acting under this Agreement shall remain employees of KCKFD for all purposes and shall not be deemed employees of District 1.

Both entities agree that minimum staffing on class A fire apparatus will be a minimum of three (3) qualified Firefighters. “Qualified” defined is meeting or exceeding NFPA 1001 *Standard for Fire Fighter Professional Qualifications*.

6. In the event that any individual performing duties subject to this Agreement shall be cited as a defendant party to any state or federal civil lawsuit, arising out of his or her official acts while performing duties pursuant to the terms of this Agreement, such individual shall be entitled to the same benefits that he or she would be entitled to receive had such civil action arisen out of an official act within the scope of his or her duties as a member of the department where regularly employed and occurred within the jurisdiction of the governmental entity where regularly employed. The benefits described in this paragraph shall be supplied by the party where the individual is regularly employed. However, in situations where the other party may be liable, in whole or in part, for the payment of damages, then the other party may intervene in such cause of action to protect its interests.

7. The initial term of this Agreement shall be for a period of five years beginning upon the date of approval by the later of the two parties. The Agreement may thereafter be extended for up to three successive five-year periods if mutually agreed to in a signed writing. Either party may terminate this agreement for any reason, or for no reason, upon written notice of not less than 90 days to the other party.

8. It is understood and agreed that both parties have heretofore entered into an "Agreement for Automatic Aid Response", effective at the date of the initial term described in section 7. This Agreement represents the entire Agreement between the KCKFD and District 1 for Automatic Aid and supersedes all prior agreements, understandings, or promises, whether oral or written, between the parties pertaining to, or in connection with, the subject matters of this agreement and the services to be performed hereunder, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. This Agreement does not apply to any mutual aid and disaster assistance procedures currently in affect.

9. This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Kansas.

10. All agreements, covenants and clauses contained herein are severable, and in the event any of them shall be deemed or held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be interpreted as if such unconstitutional, invalid or unenforceable agreements, clauses and covenants were not contained herein.

EXECUTED this ____ day of _____.

Recommended for Approval:

Fire District 1 of Leavenworth County

_____
Fire Chief

Recommended for Approval:

Kansas City, Kansas Fire Department

_____
Fire Chief

Fire District 1 of Leavenworth County

_____
Board Chairman

Attest:

_____

Unified Government of Wyandotte County/Kansas City, Kansas

_____
Douglas G. Bach, County Administrator

Attest:

_____
Unified Government Clerk

Approved as to form:

_____
Katie Devlin, Assistant Counsel

MEMORANDUM OF UNDERSTANDING
AGREEMENT FOR AUTOMATIC AID BETWEEN FIRE DISTRICT 1 OF LEAVENWORTH COUNTY (District 1) AND THE KANSAS CITY, KANSAS FIRE DEPARTMENT (KCKFD)

This Memorandum of Understanding (MOU) is authorized by the Chairman and Board of District 1 and the County Administrator of Kansas City, Kansas. In an agreement dated xx/xx/xxxx.

The purpose of this MOU is to outline the procedures for implementing an automatic aid response between District 1 and KCKFD. This MOU is a guide for routine operations and is not intended to replace or adjust any mutual aid and disaster assistance currently in effect.

Amount and Time of Assistance

This agreement is for the exchange of fire, hazardous material, and specialized rescue response in specific areas. Fire apparatus will respond on first alarm structural and natural cover fire and emergency incidents as assigned by CAD designation and/or Chief Officer or Shift Commander.

Companies required in addition to first alarm assignment must be requested in accordance with procedures established in Mutual Aid and Disaster Assistance agreements/contracts.

<u>Response</u>:

Structure Fire Response:

1. District 1 will provide the following to the KCKFD

    a. One Engine/Tender to the following areas inside the City limits of Kansas City, Kansas:

        i Any area from Marxen Road on the north to Hollingsworth Road on the south.
        ii Any area from K7 on the west to I-435 on the east.

2. KCKFD will provide the following to District 1:

    a. One Engine to the following areas inside the District 1 jurisdictional limits as identified:

        i. Any area within the Delaware Township east of Hwy 7/73.

Motor Vehicle Collision:

3. District 1 will provide the following to the KCKFD:

    a. One Engine, equipped with extrication equipment to the following areas inside the City limits of Kansas City, Kansas as identified:

        i Any area from Marxen Road on the north to Hollingsworth Road on the south
        ii Any area from K7 on the west to I-435 on the east.

4. KCKFD will provide the following to District 1:

   a. One Safety Officer and One apparatus equipped with extrication equipment to the following areas inside the District 1 jurisdictional limits as identified:

      i. Kansas Highway 7/73 from Marxen Road to Gilman Road.
      ii. Kansas Highway 5 from the southern border of the District with Kansas City, Kansas north to Stranger Road.

Vehicle Fire:

5. District 1 will provide the following to the KCKFD:

   a. One Engine equipped with extrication equipment to the following areas inside the City limits of Kansas City, Kansas as identified:

      i Any area from Marxen Road on the north to Hollingsworth Road on the south
      ii Any area from K7 on the west to I-435 on the east.

6. KCKFD will provide the following to District 1:

   a. One Safety Officer One Engine, to the following areas inside the District 1 jurisdictional limits as identified:

      i. Kansas Highway 7/73 from Marxen Road to Gilman Road.
      ii. Kansas Highway 5 from the south boarder of District 1 with Kansas City, Kansas north to Stranger Road.

Natural Cover Fire:

7. District 1 will provide the following to the KCKFD:

   a. One Brush firefighting apparatus (Type 6 Engine) and if requested one Engine/Tanker to the following areas inside the City limits of Kansas City, Kansas as identified:

      i Any area from Marxen Road on the north to Hollingsworth Road on the south
      ii Any area from K7 on the west to I-435 on the east.

8. KCKFD will provide the following to District 1:

   b. One Engine, One Brush firefighting apparatus, and if requested to the following areas within District 1 as identified:

      i. Any area within the Delaware Township east of Kansas Highway 7/73.

Specialized Water Rescue:

1. District 1 will provide the following to the KCKFD:
    a. One water rescue boat and a minimum of six (6) qualified water rescue team members for any incident on the Missouri River within the KCKFD jurisdiction.

2. KCKFD will provide the following to District 1:
    a. Two (2) water rescue boats and a minimum of six (6) qualified water rescue team members for any incident on the Missouri River within the District 1 jurisdiction.

Limitations:

If the agreed upon response from either organization is not available or is temporarily depleted, the assisting organization need not respond. However, each entity will do their due-diligence to provide assistance under this agreement. If the response is not available, the other party will be notified immediately.

District 1 and KCKFD agree that the minimum staffing on Class A fire apparatus will be three (3) qualified firefighters as defined in the Automatic Aid Agreement article 6. KCKFD understands that District 1 daily staffing is two qualified personnel at Station One (Lansing). District 1 will initiate their automatic aid response when this limitation is met.

Training:

Joint training exercises are to be conducted, at a minimum, semiannually. The training exercises will be coordinated and observed by the respective department training officers, for the purpose of maintaining coordination in firefighting procedures, dispatching and communications. The following topics may be utilized for the establishment of training parameters, when applicable:

- Apparatus Familiarization
- Coordination of Fire Companies
- Equipment/Minor Tools Carried
- High-Rise Plan
- Incident Command System
- Communications Manual of Procedures
- Tactics
- Water Supply Operations
- Department Policies

Communications

Communications between dispatch centers will be via the Leavenworth County Sheriff Department Emergency Communications Center and the KCKFD Communications Center. Communications from dispatch center to mobile units and fireground communications utilizing portable radios will be on the radio frequencies utilized by the Department in whose jurisdiction the emergency incident occurs.

Communications procedures and documents will be provided at the initial training session and updated as needed thereafter. Maintenance and replacement of radios will be the responsibility of the Department that owns the radios.

Dispatch to Emergencies

Upon receipt of an alarm in any of the designated response areas, the dispatch center receiving the alarm will immediately notify the other Communication Center of the incident. Should the agreed upon assistance not be available, the requesting department will be so notified.

Incident Command

The officer on the first arriving company will establish command of the incident until relieved by the appropriate authority. Overall the jurisdictional department upon arrival at the scene will assume command of the incident.

The National Incident Management System/Incident Command System as agreed to by the Kansas City Metropolitan Fire Chiefs Association will be followed.

Conflict Resolution

It is the responsibility of the Incident Commander to resolve any conflict arising from incident operations. It is the responsibility of each Fire Officer to maintain the highest degree of professionalism during emergency operations. If the conflict cannot be resolved by the Incident Commander both entities agree to complete incident operations and report the conflict to both Fire Chiefs.

After the incident the Fire Chief of District 1 and the Fire Chief of KCKFD will gather the information from their personnel. Once the information has been gathered both Fire Chiefs will meet and discuss the facts and findings. This may include an investigation and interviewing personnel involved with the incident. The goal is to be impartial, resolve the conflict, and maintain solid working relationships between the two entities. At the completion of the fact finding, investigation period an after action report will be completed and shared with each organization as a lessons learned. Any disciplinary action is the responsibility of the respective Fire Chief and personnel matters will remain confidential within each entity.

Fire Incident Reporting

Each department will be responsible for obtaining needed information to complete fire and emergency medical service reports for incidents within their respective jurisdictions. Assisting units shall cooperate with jurisdictional units to provide necessary information.

Revisions

This Memorandum of Understanding may be revised or amended at any time by mutual agreement of the Fire Chief District 1 and the Fire Chief of the KCKFD and the Unified Government County Administrator.

Date: _____/_____/_____

_____
Todd A. Farley, Fire Chief
Fire District 1 of Leavenworth County

Date: _____/_____/_____

_____
Douglas G. Bach
County Administrator, Unified Government of Wyandotte County/Kansas City, Kansas

_____
Michael Callahan, Fire Chief
Kansas City, Kansas Fire Department

PUBLIC WORKS AND SAFETY
STANDING COMMITTEE MINUTES
Monday, October 22, 2018

The meeting of the Public Works and Safety Standing Committee was held on Monday, October 22, 2018, 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: Commissioner McKiernan; Joe Connor and Melissa Sieben, Assistant County Administrators; Susan Alig, Assistant Counsel; Lideana Laboy, Traffic Engineer; and Alan Howze, Chief Knowledge Officer; Misty Brown, Deputy Chief Counsel; Robin Richardson, Director of Planning; Reginald Lindsey, Budget Director; Kathleen VonAchen, Chief Financial Officer; Police Chief Zeigler, Jeff Fisher, Executive Director of Public Works, Kirk Suther, Program Coordinator in Program Coordinator, Public Works; James Bain, Assistant Counsel; John Droppelmann, Fire Marshal; Patrick Waters, Senior Attorney; John Kelly, Director of Buildings & Logistics; Jeff Fisher, Executive Director of Public Works; Brandon Grover, Asset Coordination Manager for Public Works; Zachary Flanders, Planner in Planning Dept; Laura Cromwell, Professional Fiscal Assistant, Police Department; Pam Waldeck, Assistant Chief; Mike York, Deputy Chief; and Officer Jay Doleshal, Sergeant-at-Arms.

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

Chairman Bynum said we have two revisions on tonight's agenda. Item No. 6 is a clerical error which has been corrected to three ordinances instead of two ordinances for the Motorized Stand-up Scooters and Shared Small Vehicle programs. Then also, Item No. 12 has been added, which is the grant award from FEMA for assistance to Firefighters Grant program.

Approval of standing committee minutes from August 27, 2018**. On motion of Commissioner Markley, seconded by Commissioner Philbrook, the minutes were approved.** Motion carried unanimously.

Committee Agenda:

Item No. 1 – 18460… GRANT AWARD: FY18 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)

Synopsis: The Police Department's application for the FY18 Edward Byrne Memorial Justice Assistance Grant, in the amount of $104,142, has been accepted and awarded by the U.S. Department of Justice, submitted by Laura Cromwell, Professional Fiscal Assistant, Police Department. On September 13, 2018, the Commission unanimously approved the submission and acceptance of this grant.

Laura Cromwell, Professional Fiscal Assistant, Police Department, said here with me tonight is Assistant Chief, Pam Waldeck. On October 2nd the Police Department received notification that our application for the FY18, Justice Assistants Grant was approved and accepted by the US Department of Justice. We're here to provide notification to the committee of this award. Our application, which was approved by Commission on September 13th, outlines plans to use the funding for the following projects: air and tank gas mask filters for sworn personnel; equipment upgrades for the Special Operation Unit and training materials for the Crisis Intervention team. The grant award amount is $104,142 and does not require any match from the UG.

Action: For information only.

Item No. 2 – 18463…GRANT AWARD: FY18 STRATEGIES FOR POLICING INNOVATION

Synopsis: The Police Department's application for the FY2018 Strategies for Policing Innovation Grant, in the amount of $700,000, has been accepted and awarded by the U.S. Department of Justice, submitted by Laura Cromwell, Professional Fiscal Assistant, Police Department. On May 31, 2018, the Commission unanimously approved the submission and acceptance of this grant.

Laura Cromwell, Professional Fiscal Assistant, Police Department, said also on October 2nd, the Police Department was notified of the US Department of Justice acceptance of our FY18 strategies, for Policing Innovation Grant Application. The application for this particular grant

was approved by Commission on May 31st. Once again, our presence here tonight is just simply to provide notification to the committee of this award. Funding in the amount of $700,000 will be used to compensate officers for overtime worked in multiple micro hotspot policing zones, as well as to purchase officer safety and investigative equipment. Once again, there is not UG match for this grant as well.

Action: For information only.

Item No. 3 – 18449… REPORT: SOLID WASTE PLAN AND UPDATE

Synopsis: Request approval of the Solid Waste Planning Committee's annual report of the Wyandotte County Solid Waste Plan, as required by the Kansas Department of Health and Environment (KDHE); and an update on Waste Management Operations, submitted by Kirk Suther, Public Works.

Kirk Suther, Program Coordinator, Public Works, said each year the KDHE has each County look at their Solid Waste Plan and review it. We done that on May 8th. We look at the infrastructure to make sure if there's any changes. The major change we had in 2017 was that we added the recycling back at the Yard Way Center so its now Yard Waste and Recycling Center. I think that the minutes have been submitted to everyone. **Chairman Bynum** asked in the packet? **Mr. Suther** said yes. **Chairman Bynum** said what we're doing is, this is an approval item and it's an approval of our Annual Solid Waste Plan.

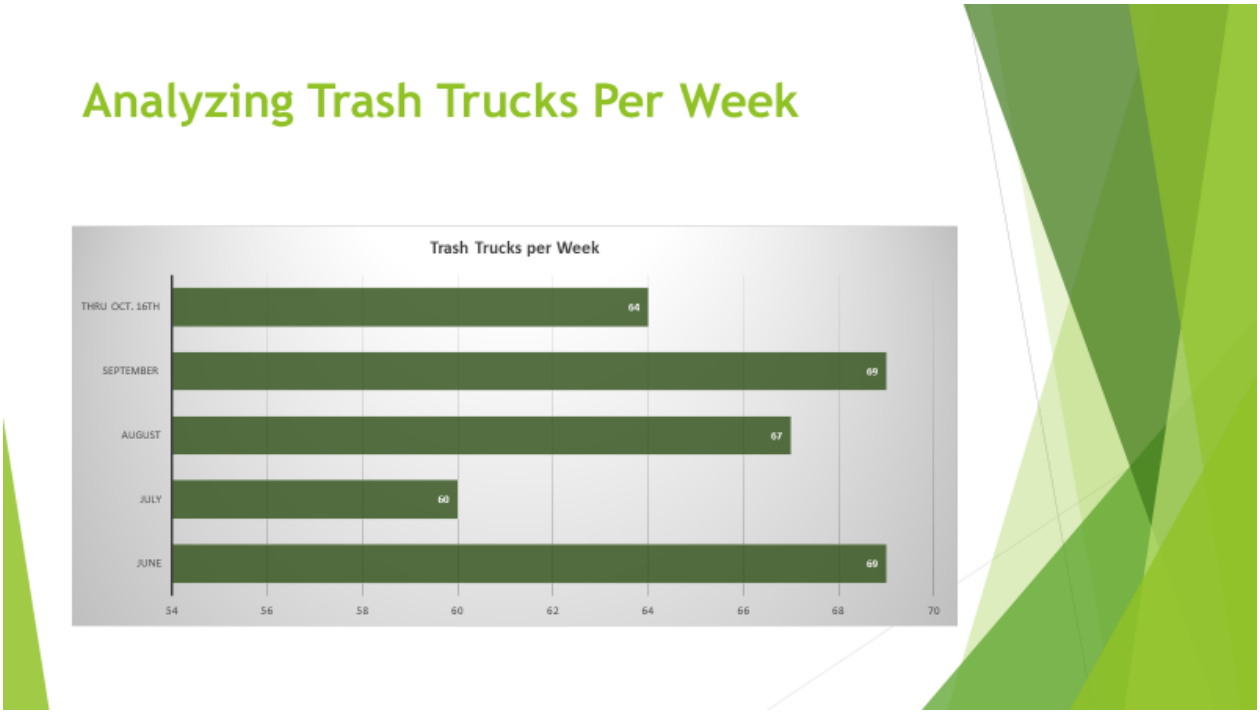
What Kirk is bringing forward is we have the plan in the packet, the major change or update is the recycling back at the Park Drive facility. Do I have that right? **Mr. Suther** said, yes, we review the 2015 Solid Waste Plan each year and that's what this is.

Action: **Commissioner Markley made a motion, seconded by Commissioner Philbrook, to approve**.

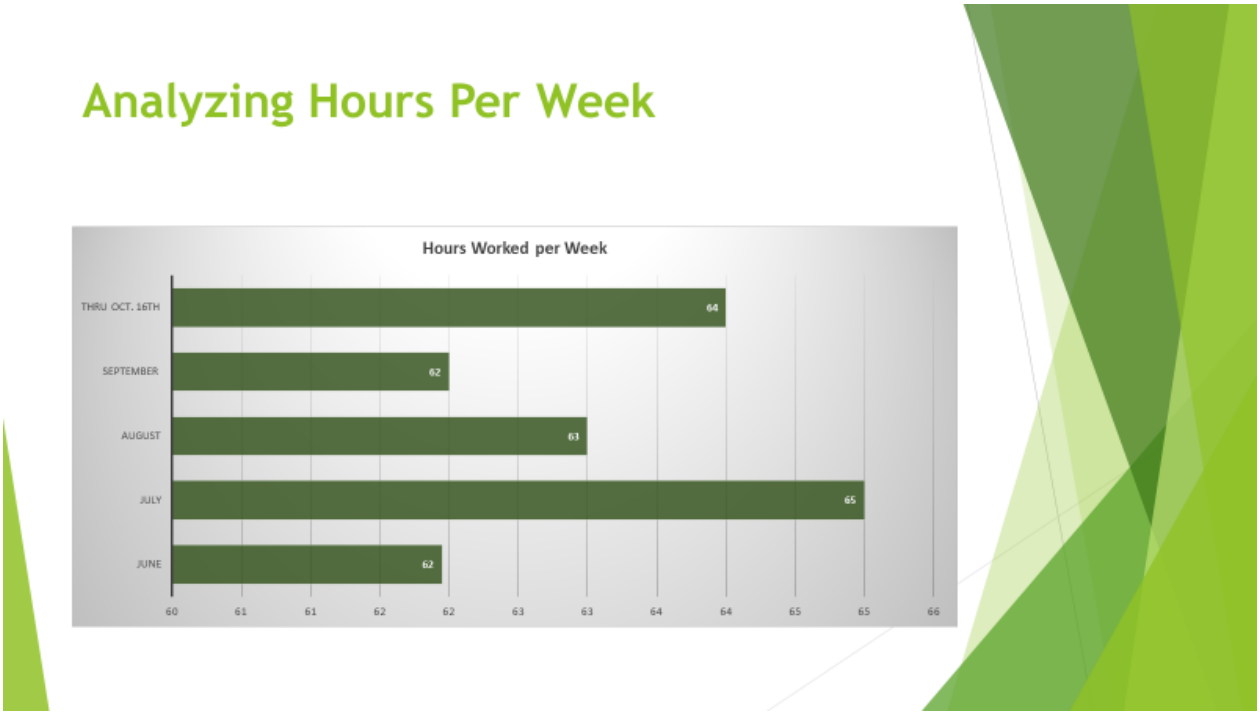
Commissioner Philbrook asked on this, will you guys make this available on the UG website. **Mr. Suther** said yes, we can do that.

Action: Roll call was taken and there were six "Ayes," Groneman, Philbrook, Markley, Kane, Johnson, Bynum.

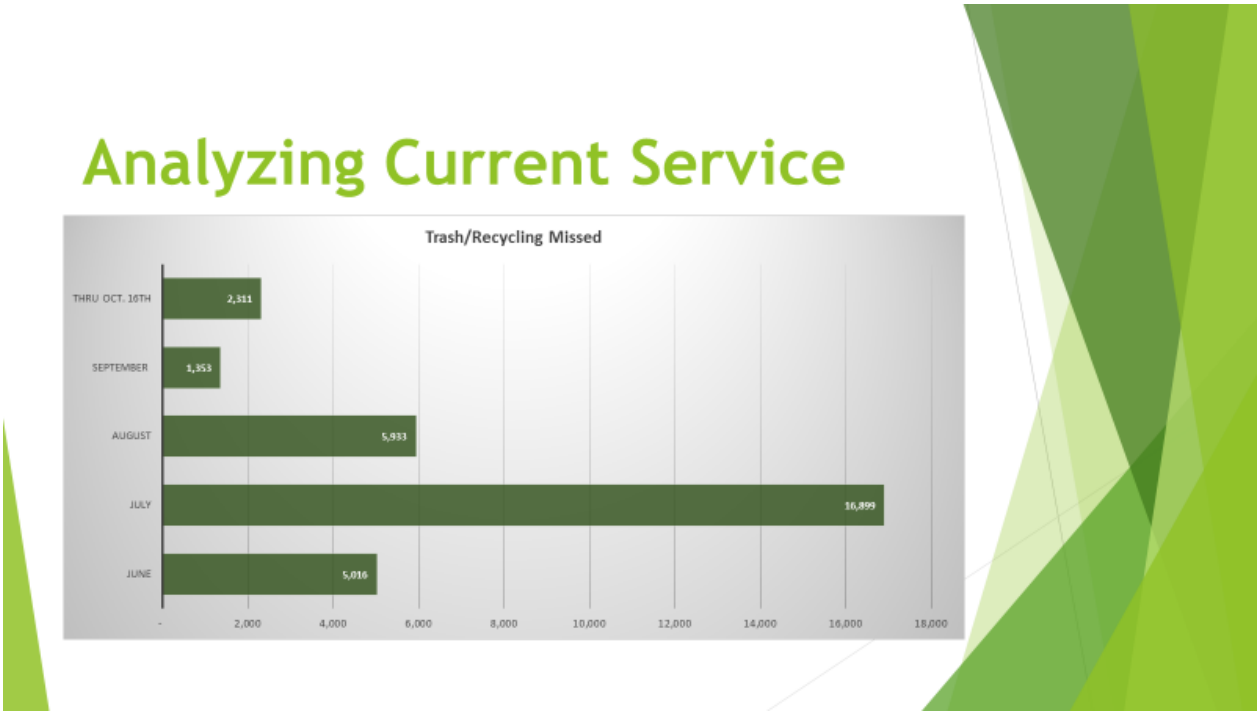
Chairman Bynum asked do you have the brief update. **Mr. Suther** said yes. Back in May, we started meeting weekly with Waste Management with trash and recycling.



I just wanted to bring some new data to everyone as far as analyzing the trash trucks. You can see it's not a steady line that goes from 69 to 60, to 67, to 69, to 64.

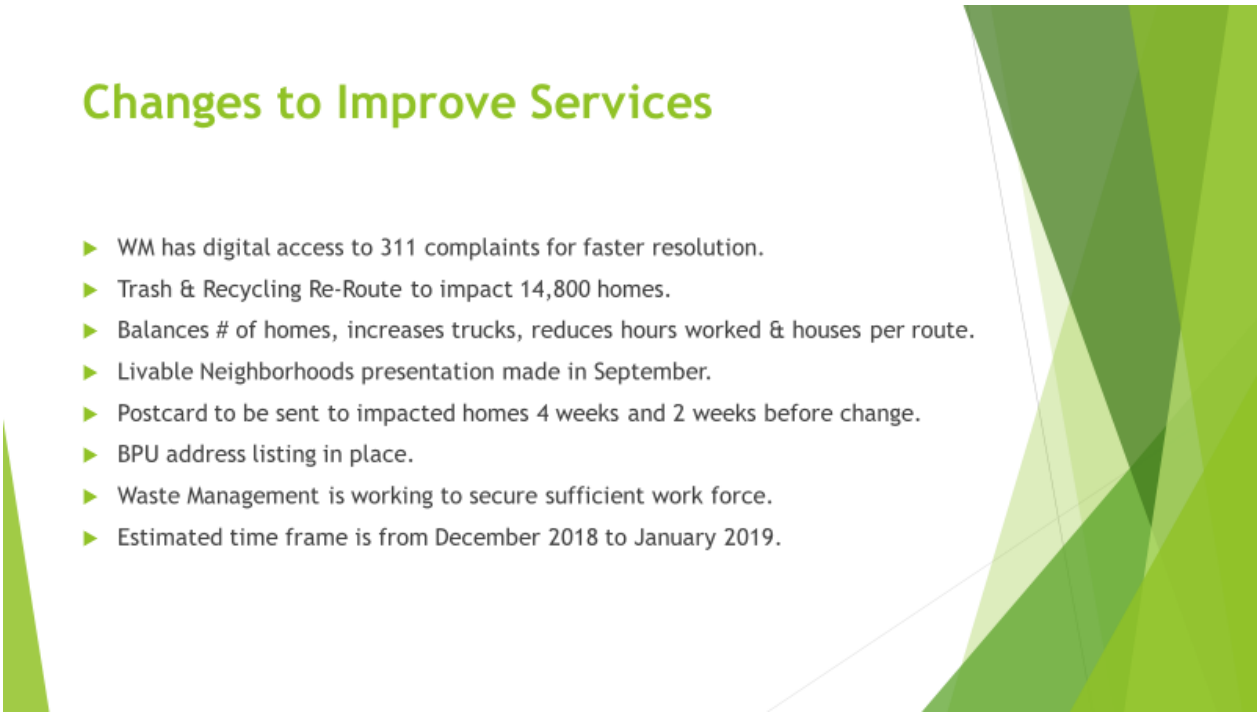


Of course, your hours that each person is working changes according to the number of trucks they have out on the street from, 62 to 65 hours a week which is 12 to 13 hours a day for their employee's.



This is the number of complaints that we've had by the month. In June it was over 5,000; July

was nearly 17,000; August was about 5,900; September 1,300, and then through the middle of this month 2,300.



We came about two months ago, and we were talking about ways that we thought we could help to improve services. This is just a little update, Waste Management now has digital access to the 311 system, so that they can get complaints as we receive them which has helped out a lot. At the last meeting we talked about trash and recycling reroutes that would impact approximately 14,800 homes. We wanted to balance the number of homes per day because one day there's 2,500 more homes for them to pick up than another day. This will increase the number of trucks, reduce the hours that their employees work and reduce the number of houses that they pick up.

We did make a presentation to Livable Neighborhoods, last month. What we plan is just getting a hold of the people that will be impacted with postcards four and two weeks ahead of time and the postcards are tentatively done, they're ready. We've been working on the BPU list and I believe that's all in place. At this point in time, we're just working with Waste Management to make sure that can secure the sufficient workforce to be able to implement what we have planned here. The estimated timeframe that we have right now is probably the messaging, some time in December and hopefully it'll roll out after the first of the year.

Chairman Bynum said we know that it'll be part of an on-going effort for continued service improvement and this is one piece of the puzzle. I do think that you have data to show that even though it'll be something for people to get use to having a new trash day, the goal is service improvement. We'll keep bringing that home.

Commissioner Johnson asked slide 2 that says analyzing hours per week, how do we understand. That is the average hour per person or how am I supposed to understand this? **Mr. Suther** said that's the average hour per individual. **Commissioner Johnson** said per person person. **Mr. Suther** said yes, because they give us an end time that they finish their day so we just have to approximate that. **Commissioner Johnson** said so the average hour thus far this month per person is 64 hours per week. **Mr. Suther** said yes.

Commissioner Johnson said I'm just trying to analyze this just in the little bit of time that we've had. This looks like the number of complaints seem to coalesce with the number of hours worked per week, it seems the more hours that they work per week the more complaints we get. Am I interpreting that right? **Mr. Suther** said I think that the big factor is the trucks. **Commissioner Johnson** said number of trucks. **Mr. Suther** said the number of trucks they have impacts everything. **Commissioner Johnson** said so the more trucks, then the more complaints. **Mr. Suther** said and then the longer hours they have to work. **Commissioner Johnson** said so the combination of both.

Chairman Bynum said it's a workforce issue. If they're working 60 and 65 hours a week, it's because there's not enough people to put more trucks out. Therefore, that worker is working 60 to 64 hours, so that's part of what we're trying to resolve by one of the tactics of changing the pick-up days. Even that out across the week, might have fewer hours worked, but more people working and, therefore, more trucks out picking up.

Commissioner Philbrook said they have some of the same problems everybody else does that needs a CDL driver. They have to compete for those CDL drivers as well. There's a big shortage in that. Comparison, I don't know how their pay runs in comparison to other drivers, so I'm sure that's part of their problem too.

Item No. 4 – 18457…ORDINANCE: MCIMETRO (VERIZON) FRANCHISE

Synopsis: An ordinance granting to MCImetro Access Transmission Services Corp. DBA Verizon Access Transmission Services a fiber optic cable franchise, submitted by Alan Howze, Chief Knowledge Officer.

Alan Howze, Chief Knowledge Officer, said I'll just speak briefly and then hand it over to Daniel Kuhn, from the Legal office who's negotiated the agreements. Basically, this is a franchise ordinance is the first one to be negotiated under the changes in the franchise ordinance that was made earlier this spring and adopted by the Commission. In the fact sheet we laid out to the Commission, just a refresh on that.

Some of the changes that requires, it updated our ordinance around restoration and tightened up the requirements around restoring damages to cuts in the right-of-way. That was the first part of the revised ordinance changes that were made. It also, in the franchise ordinance, focused on utilizing existing conduit in the ground first before others can dig up the right-of-way. It also put in there the ability for the UG to also run alongside or with, put our own conduit in when somebody else is making a run under this franchise agreement. Those are some of the changes that were adopted as part of the franchise updates as well. With that, I'll turn it over to Dan thoughts specifically about this agreement and see if there's any questions.

Daniel Kuhn, Assistant Counsel, said this (inaudible) in particular does allow MCImetro Access Transmission, which is a subsidiary of Verizon, to more or less install and upgrade the facilities that should provide better wireless services for its customers. We believe the ultimate goal is that it would provide 5G technology. Of course, that's in the future. Specifically, this ordinance would allow for 5% receipts from gross revenue from MCImetro. It would span 10 years with an auto renewal for an additional 10 years.

Commissioner Philbrook said I saw this little cute in quote, street furniture. **Mr. Kuhn** said yes. **Commissioner Philbrook** said do you want to talk to me a little bit about some of the locations that we would allow? **Mr. Kuhn** said I believe that's more technical, I'd deafer to Alan on that. **Commissioner Philbrook** said sorry. **Mr. Howze** said it's kind of structures in the right-of-way, is really sort of a term of art for that. I'm trying to think. **Commissioner Philbrook** asked I don't want to stand still very long.

Commissioner Philbrook asked are there any particular—I guess I don't know what all this new technology looks like. Could you give the public an idea of what some of this stuff might look like that you're talking about? **Mr. Howze** said sure. It's basically, 5G is the next generation of wireless cellular communication. It operates at a higher frequency, it allows for much greater data transmission over shorter distances. There is a build out underway starting nationwide and telecommunication companies are putting these agreements in place that allow them to put the infrastructure in to support that. Really, you need a fiber backbone to carry the data from place to place within. You've got a node on a pole and another node on another pole a quarter mile away, you need to be able to transmit across that.

There's a separate agreement, a pole attachment agreement, that is negotiated with the carriers that sort of is the physical equipment that you see maybe hanging off a street pole, a street light. This agreement really focuses more on the underground transmission within the right–away. **Commissioner Philbrook** asked having said that, knowing that we're working on Leavenworth Road, are we going to need to worry about anything being torn up in the near future. Will they be putting anything more underground? **Jeff Fisher, Public Works Director**, said I don't believe that's the case. **Commissioner Philbrook** said I'm just going to ask because I know that's a question I'm going to get.

Mr. Howze said part of the change to the franchise ordinance, again, required that if there's existing conduit in there, that's where they go first. It's part of Leavenworth Road work, conduit was put into place as part of that, that works to conduit to exist in there for the UG's use and that can also be utilized or leased out to providers. **Commissioner Philbrook** said it's already present so it's not like you're tearing anything out.

Commissioner Johnson asked Verizon, are they the only ones that provides this type of service or was this a situation where we contract, or we received RFP's and took the best bid for this. **Mr. Howze** said this was Verizon coming to us, saying we want to access you right–a-way. **Commissioner Johnson** said okay, coming to us. By them providing that, and this is an elementary question, but I just need to try to understand this better. Regardless of what the user has or the person using this, it doesn't have anything to do with what I want to call, consumers, it's just more or less for municipal access. **Mr. Howze** said correct, and Dan can speak to this as well, there's a specific reference in the agreement that this is not cable service, this is not direct to

consumer services. **Commissioner Johnson** said that's what I wanted to get an understanding on.

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

Item No. 5 – 18461…ORDINANCE AMENDMENTS: CHAPTER 35, SEC. 35-281
Synopsis: Request revision to City Ordinance Chapter 35, Sec. 35-281, speed limits in residential areas and city parks, submitted by Lideana Laboy, Traffic Engineer.

Jeff Fisher, Executive Director of Public Works, said I'll just give you the quick why we're here and then I'll let Lideana get into a little presentation. As we were going through the Traffic Management Plan earlier this year and I noticed we had speed limit of 30 in our residential, I noted that. We've done the research to help the legal. Best practices in the metro is 25 and for safety and other reasons, that's our recommendation tonight but I'm going to let Lideana give you a little more detail.

Lideana Laboy, Traffic Engineer, said I'm trying to get our presentation on the board.

Chairman Bynum said, Ms. Brown, I've got a point of order question. While we solve our tech problem, must we wait, or can we juggle our agenda? **Misty Brown** said I believe we can juggle the agenda, Commissioner.

Commissioner Philbrook said while they're trying to figure that out, let's move on to No. 6. **Commissioner Bynum** said I would like to—feel free please to continue to try to work with technology, but is Mr. Waters here? Why don't you come forward on Item No. 6? We are going to hold Item No. 5. We really do want to see that presentation on the proposal for the speed limits. While we work on that, let's hear Item 6. It's two ordinances regarding motorized stand-up scooters and shared small vehicle programs and associated related traffic rules and regulations. Mr. Waters, and we have Zach Flanders here from Planning. Why don't you go ahead and present this item for us?

Heard later in the meeting.

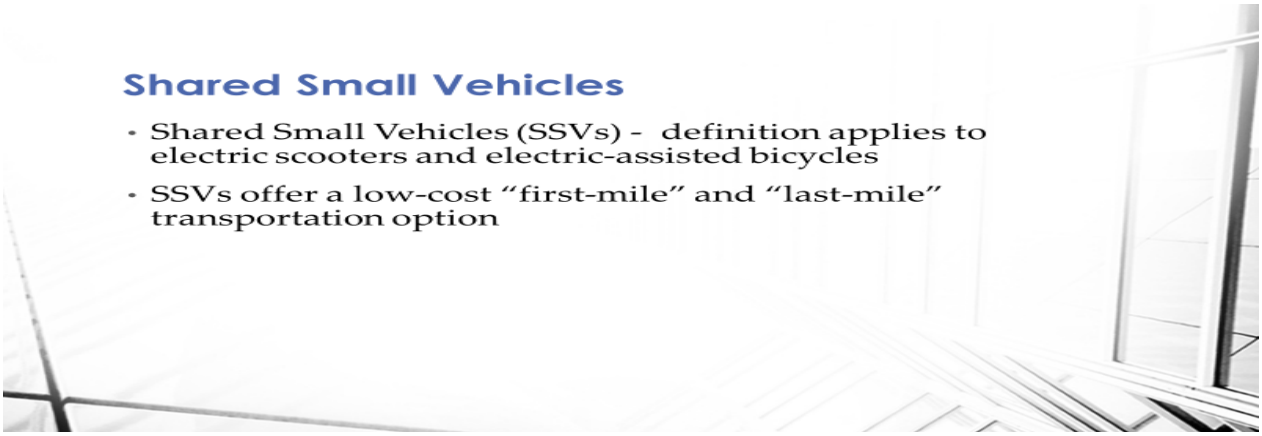
Item No. 6 – 18451…TWO ORDINANCES: MOTORIZED STAND-UP SCOOTERS AND SHARED SMALL VEHICLE PROGRAMS

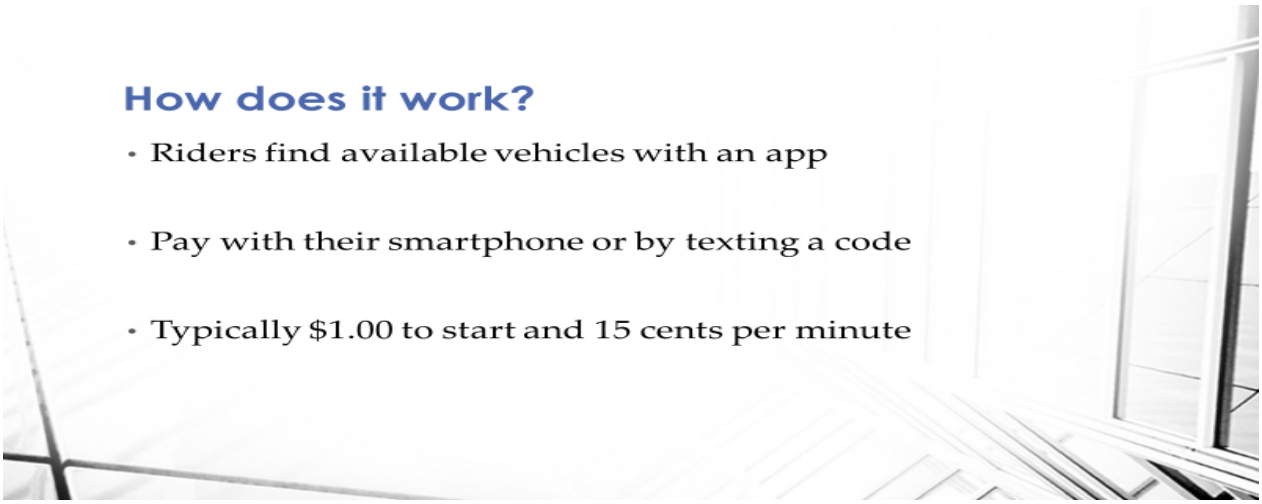
Synopsis: Two ordinances amending Chapter 35 – Traffic, to allow motorized stand-up scooters and shared small vehicle programs, and providing related traffic rules and regulations, submitted by Patrick Waters, Senior Attorney.

Patrick Waters, Senior Attorney, said we actually have a presentation as well so I can go ahead and just get started though. What we are here to talk about are motorized scooters and electric assisted bicycles. You may have already seen these motorized scooters in Kansas City, Missouri. They have kind of a test program going on right now. A company such as Byrd and Lime have already started.

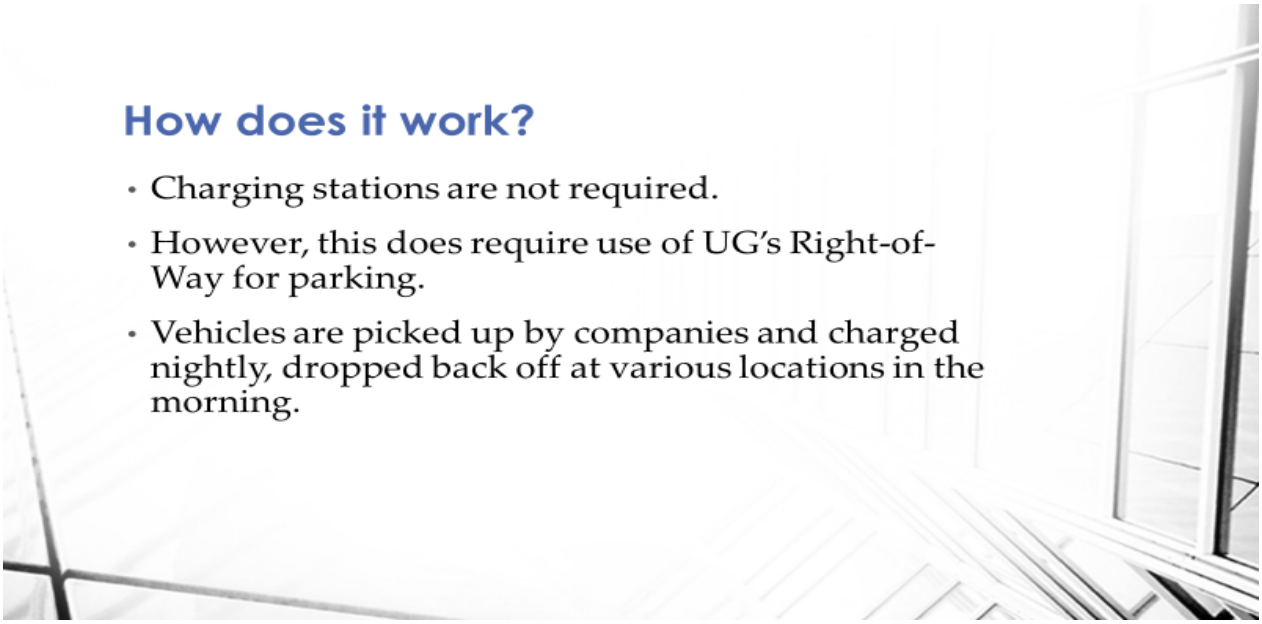
What these vehicles allow are a low cost first mile and last mile transportation option. You can imagine if someone lives within about a mile of their work and they wanted to jump on one of these outside of their apartment, ride it to work. Or maybe if you take a bus to a bus stop but it doesn't quite get you where you want to go, you can take the bus and then ride one of these scooters the last mile to your work.

A couple of other examples, I kind of looked up online. If you think about if you lived at Village West Apartments and wanted to go to a Sporting KC game, that's about a mile. If you're at City Hall and you wanted to go to 7th & Central at Slaps or Splitlog Coffee, that's about a mile also. Those kind of short distance trips are what these specialize in.



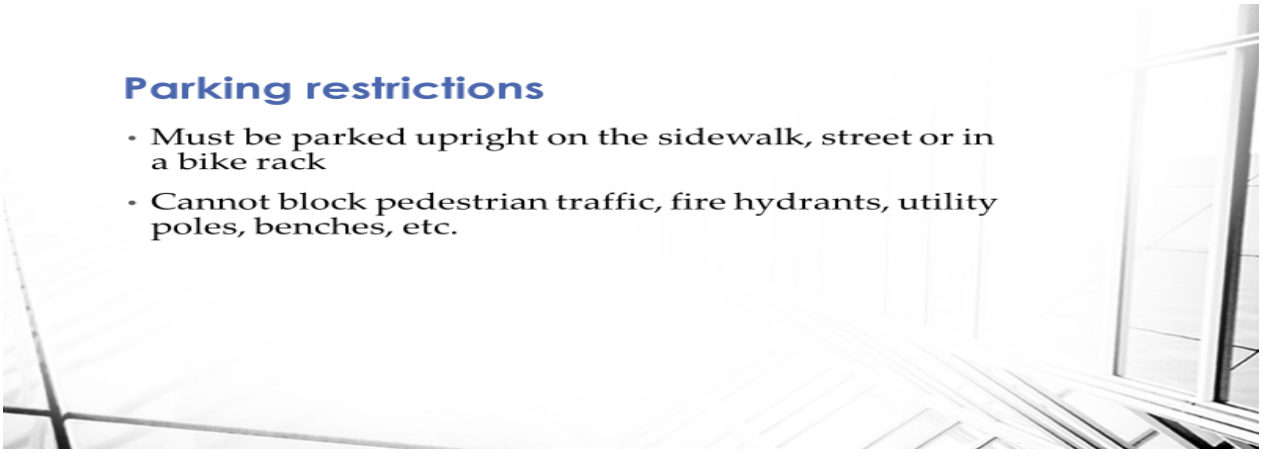


Really how it works, is most riders will use their phone. There's an app and they have GPS responders on them. You find the vehicles, they show where they are just like you're looking at a google map. You walk up to the device, use your smartphone to activate it. Like it says there, they're about a dollar to activate it and 15 cents per minute after that.



What's different about these is that charging stations are not required. What this means is that it will require the use of Unified Governments right-of-way, because you don't have dedicated stations in specific places. You drive to where ever you want to go and then place it there. How it works it that the company hires people to go and pick these up every night. They take them home, they charge them and then they redeploy them in the morning to the locations that they think will be used the most.

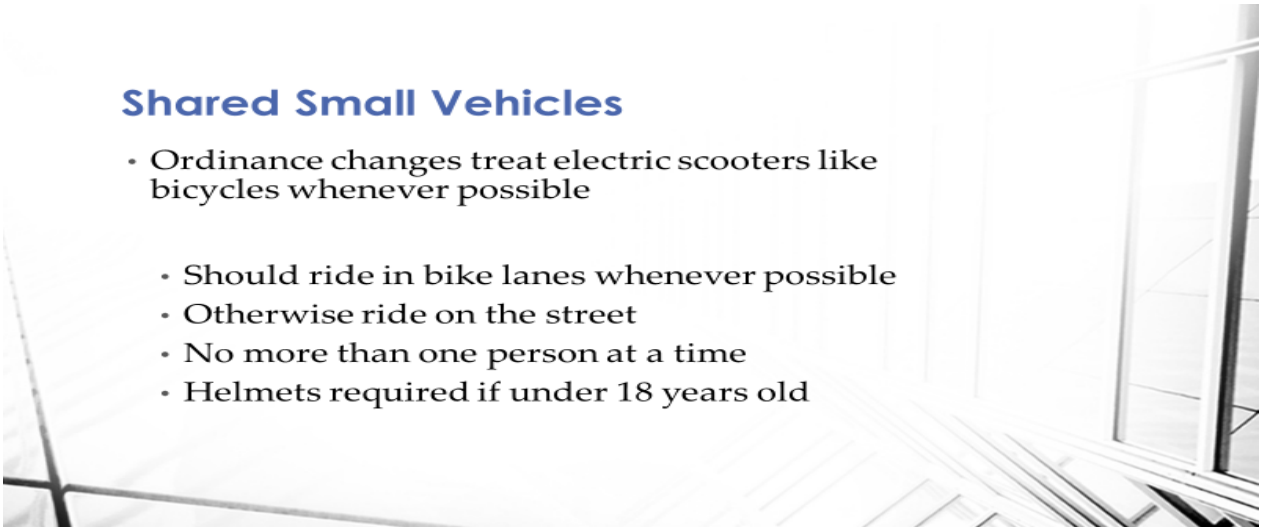
Chairman Bynum said just on that item right there, these scooters, once charged all night will hold that charge all day? **Mr. Waters** said I believe so. I don't know, if it's used the entire day, it may test the limit, but they are designed to go most of the day.



What that means is that we're going to see these parked-on sidewalks and so you have to have some rules and regulations. This is going to take some education on the part of the public about where you can park and where you can't park. You're are supposed to park them on the sidewalk or street or in a bike rack and be sure not to block any pedestrian traffic; fire hydrants, and other street furniture as we talked about.

Here's a couple of pictures of examples of how you should park them upright and next to the curb, so that they are available for the next user to easily pick up.

Here some examples of how not to park them; blocking the sidewalk, just thrown on the ground, blocking the entrances to buildings. We have seen some kind of pushback in some cities because when these first came out, the picture on the left especially is kind of how people just kind of how you saw them, just leaving them anywhere. I think as these get used more, hopefully, again there's kind of a public education campaign that people will understand where they should leave them and how they should leave them.



For the most part we've tried to treat these scooters like bicycles whenever possible because we think that's kind of the closest example in terms of how people will use these. The riders should

use bike lanes whenever possible. But, if not, you have the right to use the street just like you would on a bicycle. Only one person at a time and minors under 18 would have to wear a helmet.

In terms of how we actually—when you will actually start seeing these before—even with these ordinance changes, what these changes does they allow the County Administrator to enter into operating agreements with a specific company. Even after these traffic changes go into effect, we still need to enter into agreement with the companies. What we're proposing right now is a one-year interim agreement to kind of give us time to see how these work, what changes need to be made, because I'm sure there's a lot of things that we're just not even thinking of right now, changes to the policy that we will have to make. Then, a year from now we can kind of address that and maybe enter into a longer-term agreement.

Chairman Bynum asked, Mr. Flanders, did you have comments to make before we have our questions?

Zach Flanders, Planning Department, said no, I just did the on the ground research. Doug wanted to find out if I would end up on the ground. **Chairman Bynum** asked how did it go. **Mr. Flanders** said it was fine. It felt very similar to riding a bike. **Chairman Bynum** said I know when we had a Better Block event, Lime actually brought the scooters for that day and people actually used them.

Commissioner Philbrook said during this one-year operating time are we going to be collecting data on all of this; how often they're used, what areas, all of that so we can be really attuned to is this worth the—I guess, letting them operate versus is it a problem on safety. **Mr. Waters** said absolutely. We'll actually have access real time data. Just like you talked about terms where these are being used, how often they're being used, so I think that's going to provide us some really interesting information about where you know—we can use this to kind of track where we might need to add bike lanes in the future, where the heaviest traffic is, so we will absolutely have access to that data.

Commissioner Philbrook asked do they have them with training wheels. **Mr. Waters** said not that I know of. **Commissioner Philbrook** said well I'm just asking personally. I guarantee you I'm not getting on one of those because I don't want to have to call the EMS people. I do appreciate the fact that your planning on really being cautious and paying attention to the safety.

What happens to people that decide to use these on the sidewalk? **Mr. Waters** said it would be a traffic infraction, people should be aware of that. **Commissioner Philbrook** asked what kind of fines are we talking. I just want to make it out here, so the public understands that if they do silly pet tricks they get in trouble. **Mr. Waters** said I'm not sure the exact fine amount. I guess I would have to look that up. **Commissioner Philbrook** said it would be a good idea to put that information out so they understand these are not for the sidewalks. **Mr. Waters** said right. We want to make sure that pedestrians have a clear path and that there's not any pedestrian scooter interaction on the sidewalks.

Chairman Bynum said I know the companies are ready to be here. I also do see these used pretty prevalently, particularly over in Kansas City, Missouri. I have the same kind of safety concerns that Commissioner Philbrook was speaking to and there's been times that I've been driving over there and someone was on a scooter on a sidewalk. They were just kind of zipping across intersections and I thought when we do bring these, we certainly have to do everything we can to encourage people to use them properly and follow traffic laws as they use them.

Mr. Waters said part of the operating agreement will require the companies to hold educational campaigns and also to give out free bike helmets. We'll hold the company's accountable to that.

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

Item No. 5 – 18461…ORDINANCE AMENDMENTS: CHAPTER 35, SEC. 35-281

Synopsis: Request revision to City Ordinance Chapter 35, Sec. 35-281, speed limits in residential areas and city parks, submitted by Lideana Laboy, Traffic Engineer.

Chairman Bynum said are we ready to go backward. Mr. Flanders, if you'll hang out because I know you have another item and we will step back to Item 5, which is Lideana Laboy, Traffic Engineer. We also have Mr. Fisher with Public Works. This is again the speed limit conversation.

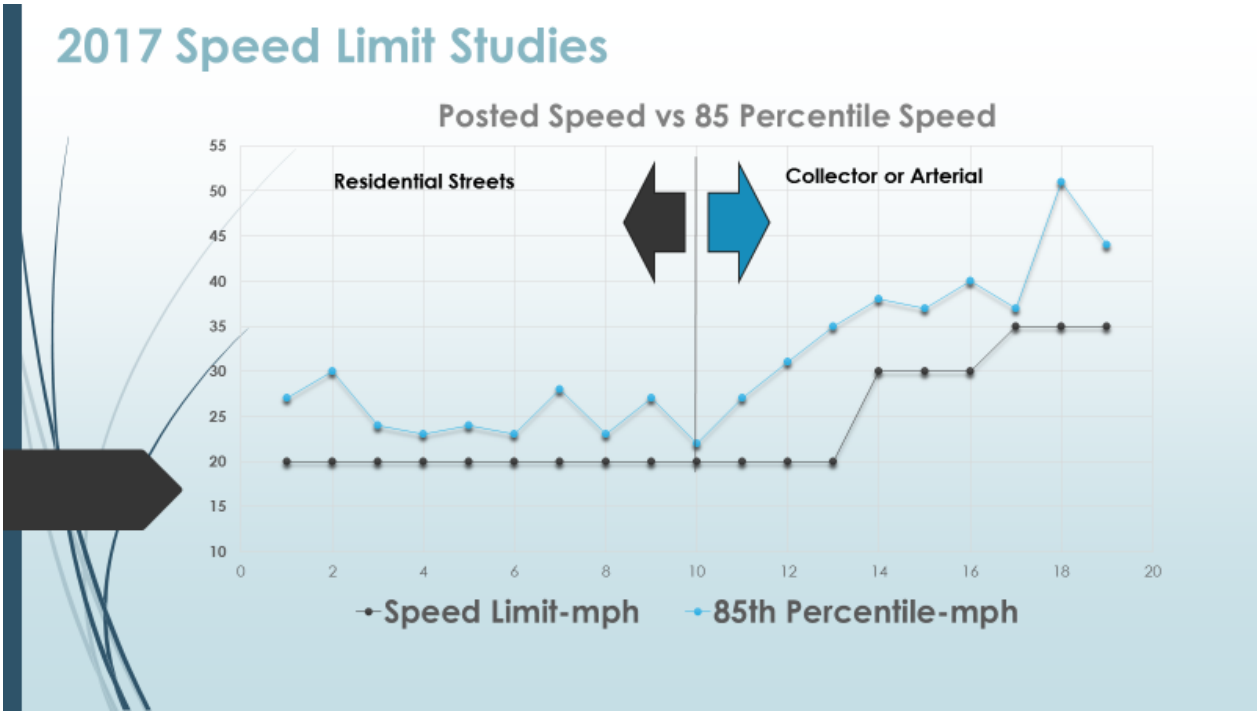
Lideana Laboy, Traffic Engineer, said today we're going to present to your recommendations for modifications to our city ordinance related to maximum speed limit. All of you should have received a red line of the modifications which we're going to be summarizing in this presentation.

City Ordinance 35-281
Maximum Speed Limit Modifications

Location	Current Ordinance	Proposed Modifications	State of Kansas K.S. 8-1558	Other Metro Cities
Residence District	30 mph	**25mph**	30 mph	25 mph
Urban District		30 mph		30 mph
Separated Multi-Lane Highway	75 mph			
County or Township Highway	55 mph			
All Other Highways	65 mph			
Parks	-	**20 mph**	-	20 mph

Maximum speed limits ordinance resembles our state of Kansas ordinance for maximum speed limit. We define the urban—the maximum speed limit in urban districts is 30 miles per hour.

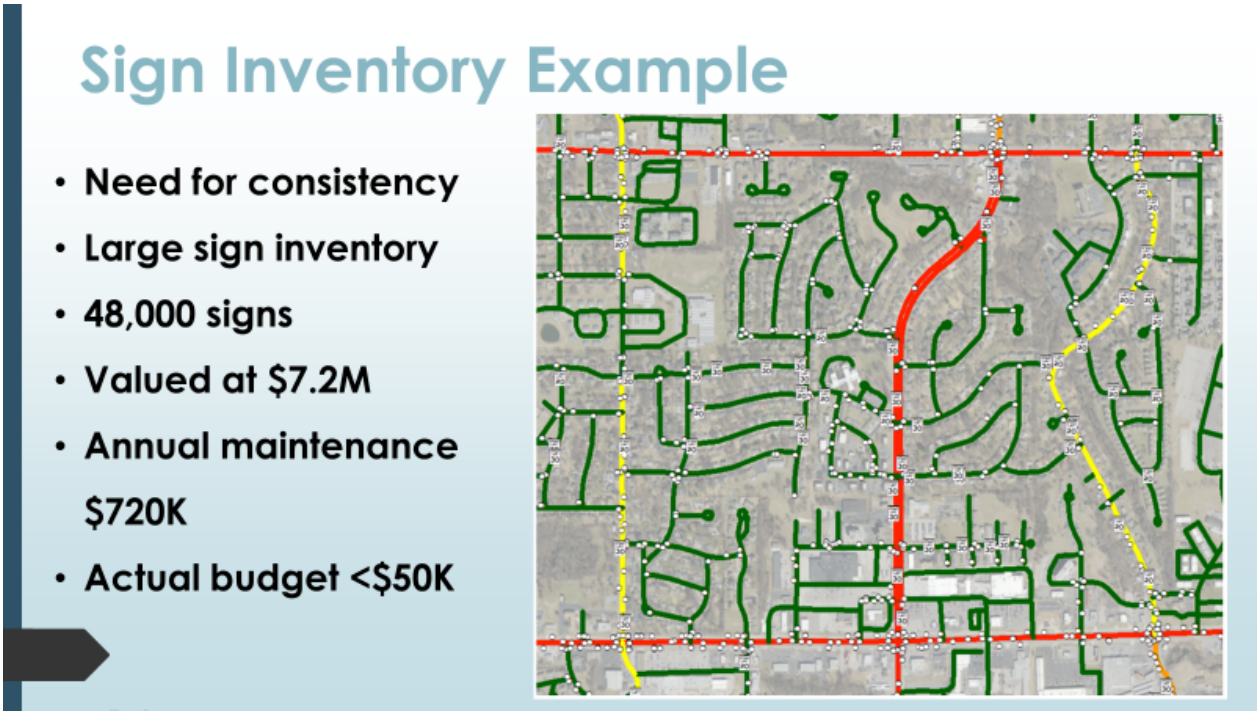
Today, what we are bring to the table for recommendation is to add in our ordinance a section to define the maximum speed limit for residential districts. Actually, at a lower speed than the urban district, at 25 miles per hour. By statute and by state law, as a Traffic Engineer, I had the authority to conduct a traffic evaluation and recommend and provide a recommendation for the governing body to modify the statute laws for speed limits according to the—for traffic evaluations.



Since I've been the City Traffic Engineer, we have been conducting traffic studies and responding to requests from residence areas about speed limits in their neighborhoods. This representation that we have in the graph shows 85 percentile speeds in our area. This in particular shows that the data collected during 2017 of 20 locations where we have collected data. The 85-percentile speed represents they speed at what the majority of the people drive which is considering standards, is safe and the speed that a driver will drive over the prevailing conditions of the road.

As you can see on your left side the residential areas, you typically were through when you conducted this study then. The speeds are within 25 miles per hour, plus a minor two or three miles, but almost 25 miles per hour which we have in many of our residential areas, but below the statutes of 30 miles per hour for urban district.

On the right side, you see the difference on data collection for other type of roadways, collectors or arterial streets where the middle line represents the 85 percentiles for the speeds. You can see from those that when we collected we had great difference between locations where we have posted speed limits of 20 miles per hour. The actually 85 percentiles is a little larger and the difference is a lot larger, where we are talking about collector and arterial streets.



Jeff Fisher, Public Works Director, said out of this discussion recently about speed limits, staff has been looking into our total sign inventory and a couple of things that we saw right off the bat was the number of signs we have in our system. We'll have a better handle on that over the next few months and probably have another discussion with the Commission about how we might go about controlling that and reducing that if we can.

What you can see is we have a few, like the yellow routes right here, where we have inconsistency between 20 and 30. This is this clutter and these inconsistencies is what happens when we don't have good controls, good policy, like the Traffic Management Plan. We very much want to use written policy and plans so we can administer that and be consistent and create that safe environment for everybody to travel.

We have 48,000 signs roughly, divide that by 7.2 million and on a 10-year replacement that's about $720,000 a year and our budget right now is less than 50. This is all within the context of what we been talking about recently which is a very tight street preservation budget which includes signs as well. We're trying to do as much as would be really smart with this constrained budget. **Commissioner Markley** asked I just was to clarify what I'm hearing you say. You're saying the reason why we're talking about signs right now in this presentation is you're saying that our speed limits are inconsistent so we have to put more signs out because

we're dropping it to 20 here, raising it 25 here, and raising it 30 here, and dropping it to 20 where if it were consistently one speed limit, we would have to put out so many signs.

Mr. Fisher said that's right. I'm glad you're bringing that up. We will not go out and pull 20 miles per hour signs. We will go out methodically and pull 30 miles per hour signs where they're appropriate and try to be as consistent in our corridors as we can. Then over time as we replace signs, we'll make corrections through attrition. We'll get the system in order, but that'll take years.

Commissioner Philbrook said you said that you won't be pulling up the 20 miles per hour signs, I'm happy to hear that because I've already heard from residence chewing about, they don't want 25, its bad enough now with 20 and people speeding. They don't want to give them even more opportunity to go faster and faster yet. The other thing is, I want to understand this better on the collector and the arterial roads. Would you explain that to me again? Are you wanting to raise the speed limit on those? **Mr. Fisher** said through study's, she's just simply pointing out as an example, other than residential, we know generally speaking our speed limits are set fairly low and probably unnecessarily low.

Commissioner Philbrook asked now, give me an example of a couple of arterial roads. **Mr. Fisher** said Leavenworth Road between 435 and east to 90th. **Commissioner Philbrook** asked those double wide roads. **Mr. Fisher** said yes. **Commissioner Philbrook** said that's one spot. **Mr. Fisher** said there's several examples of that. **Commissioner Philbrook** asked but we're talking the east/west Parallel in some of that too. I'm trying to get an idea because I'm trying to understand where she wants to go with this.

Ms. Laboy said other non-residential areas we will raise the information on data like this one. Normally these are areas where we have a mix of commercial or residential areas where there are collectors or arterial streets, which our speed limit might be posted below 30 miles per or a speed limit that is way below of what people actually feel comfortable driving through those conditions.

Commissioner Philbrook asked we're looking at what they're comfortable doing or what we think they should be doing? Two entirely different things. **Ms. Laboy** said he is going to help me in the language. **Mr. Fisher** said by comfort she means what they feel safe driving. **Commissioner Philbrook** said well that's not a good sign of anything, because what I might feel

safe at driving versus anybody else with two kids in a car, that's a whole different ballgame. **Mr. Fisher** said understood, and this 85 percentile represent the majority of people and what they are currently driving at and that is the standard for setting speed limits. I know it sounds kind of counterintuitive but that's how cities do this.

You can see right here evidence of it. You've got a 20 mile per hour zone and nobody's driving. They're all 25 to 30, generally. **Commissioner Philbrook** said I know and your talking a collector or an arterial. **Mr. Fisher** said and then the collectors, yes exactly. We brought PD here by the way, so if he wants to add anything. **Commissioner Philbrook** said do you want to say anything about this while we're talking about this? **Mike York, Deputy Chief**, said I would just say the PD does support this because the data supports this and other major cities in the metropolitan area have gone to it. I think when you reduce the speed limit in the parks and in the residential neighborhoods, there's a safety right there. It adds to the safety of that neighborhood, that's why we support this.

Commissioner Philbrook said I do have another question for you since I am talking to the PD. What are the chances that people are really going to even pay any attention to these signs anyway? **Deputy Chief York** said I think it's pretty high just because if we do the right signage and they are notified that's the speed limit, I think they will adhere to it. I think signage is a critical piece to this. They have to know that's what the speed limit is in the neighborhoods and the parks. **Commissioner Philbrook** said I agree there needs to be consistency in it and needs to be not just 20 miles an hour because we feel like it. It needs to be appropriate to the street. I guess we'll just have to see how this goes. If it creates issues or problems or we have more trouble, then we'll have to address it.

Commissioner Kane said we had Mr. Fisher and her come out and talk to our neighborhood association and depend upon where you're at in our neighborhood, going 20 is too fast, if you come around the corner, because some of them are blind corners. You now how on our curbs, if 51% of the people want a new curb, then we get it, and I think if the neighborhood wants to have a 20 mile an hour speed limit and 51% of them sign a petition for that, we should allow that.

Number two, on this Overland Park thing, it says all vehicles 25 miles an hour in any resident's district except where posted otherwise. In an area where I've got cul-de-sac's, I've got people coming around—on my street alone they didn't go fast when the strips were out, which I thought was kind of funny. We had a motorcycle kid driving up and down there way too fast

yesterday, but the bottom line is we feel a need to go 20 miles an hour, not 25. I want to make sure that the neighborhoods have some sort of way to voice their opinion and say hey, we understand this and we all want to be safe.

If the neighborhood is willing to reduce the speed to 20, I think we should abide by that because who knows their neighborhood better than they do? I think if we do something there, I think we need to leave—put a part about that in there saying if there's any discussion the neighborhood has to show a petition, this is what they want and then we abide by what they want. I don't want to stir up any trouble for the police or anything like that, but if you drive our area out there, like Independence Boulevard, its huge, and it's 20 miles an hour and ours is 30 miles an hour. When you get down by the pool, I mean there's cars everywhere. I think a Home Association should be able to help us out, tell us what they want instead of us telling them what they want.

Commissioner Markley said I have two questions I'd like you to address. One is how does this impact areas like school zones or community center areas where we have specifically set the speed limit lower because we wanted to create a gap between the normal speed limit and that lower speed limit? Secondly, I think you kind of addressed this when you were talking about the arterials, but just to be clear we're not just changing all the speed limits, like 59th St., where it's 45 miles per hour, not impacted by this at all, until we decide something different with these arterials, right? **Commissioner Philbrook** said she means the one south of the river. **Commissioner Markley** said yes, but I mean all those streets where the speed is set at something different than the residential streets or the standard, those aren't going to just randomly change? **Mr. Fisher** said right. **Commissioner Markley** asked to stay the same? **Mr. Fisher** said staff proposing in neighborhoods, they post at 25 and then on all other parts of the system use 85th percentile and determine what the best speed is.

To answer your first question, I'm sorry, what was your first question? **Commissioner Markley** said about areas like school zones where we tried to create a gap and now there will be less of a gap, maybe? **Mr. Fisher** said the Traffic Engineer is telling me they're normally 20, I don't think we will change that even at a 25. I would like to see all school zones with flasher's eventually, where they don't now. That's something that we've discussed.

Commissioner Philbrook said I really do believe that one of the reasons that we do have all of the neighborhood groups is because we respect their, what they see going on in their community.

Each one of those groups is different, okay. They know, they live there, its their children, their grandchildren that they're concerned about. If I have little kiddos back in one of these areas, 20 miles an hour would be all the fast I would want anybody driving. You may not think five miles an hour makes a big difference, but I tell you what, about the first kid that darts out in front of your car, you're going to be having a heart attack. I really, just because other people have decided that they want 25 miles an hour across the board, I can understand why you would want too, but I have to go along with Commissioner Kane on the fact that if a community decides, the small community decides in that area they want 20 miles an hour, I think they have that right. I really do. I have to go along with that.

If nobody in that community cares if it's 25, then fine, then the rest of them could be the other. At least then when you have those communities like what he is talking about, you don't have a lot of spare people driving around, you have the people that live in that area or maybe the kids that come over to visit their friends. I really have to say I really need to respect the different neighborhoods on how they feel about what their safety needs to be. Having said that, I think that we need to take that into consideration with what you're presenting.

Mr. Fisher said I think staff clearly understands those concerns. **Commissioner Philbrook** said we can address that though on an individual basis. Is that what I'm hearing? I know I'm putting you on the spot. **Mr. Fisher** said my pause, my concern would be the time it would take to administer a program like that. If we're taking request like that, neighborhood by neighborhood, now traffic engineering is tied up with a lot of that.

I was going to point out since Commissioner Kane brought it up, we have had good discussion with that neighborhood. This is the most recent analysis. It's a 30 mile per hour neighborhood and in all cases the 85th percentile is below 30. As you saw on all the studies from 2017, on one of the slides earlier, everybody was hovering around that 25 miles per hour mark. I guess, what I would ask is what would we gain from posting the 20? Will we change behaviors? **Commissioner Philbrook** said I don't know, you tell me because as we talked about earlier, we can have almost any kind of sign up and some people are going to do whatever they want anyway. On the other hand, if you are diligent and persistent, in a particular neighborhood, then I think those neighbors have a tenancy to support each other in what's going on. We can't have police everywhere. These guys are already trying to take care of a lot of stuff. We can't have

them sitting on every street just waiting for somebody to do that. We do ask them on occasion when we have complaints about a lot of speeding going on. I have certain areas, and all of us have certain areas, where we have those problems. Short of having some kind of an automatic response on a car that says I'm speeding and turns him in. I don't know what else to do as far as that, I don't know how to stop people from going too fast.

Mr. Fisher said we're looking at a lot of different things. In the Traffic Management Plan, you might recall, there were a number of different traffic calming measures in there that we'd like to do. In this case, two things that we have agreed to do is put new crosswalks in here. These 3D crosswalks that'll be done in the near future and then two stop signs that we're going to add to the neighborhood. **Commissioner Philbrook** asked which type of crosswalks are you going to use. **Mr. Fisher** said 3D.

Commissioner Kane said you can look at one point on the top right-hand side, they're only going 34 miles an hour. What you can't see is when you're coming through there, you come around the corners, the trucks, the vehicles, the traffic, but I want to remind everybody we are the Public Works and Safety Standing Committee. We are not staff, we're elected to do what the community has asked us to do and this is not unsafe. The community is saying this is what they want in this particular are, which is my area, where I live. I'm not trying give staff a hard time, but you're talking this area right there and if there's another area, then let's look at it. If they get a petition together that says this is what we want to do, we should do it and we shouldn't have to fight staff over it either.

We've had multiple meetings with these and its nope, here's the data. Well, the data doesn't get it when you're coming around the corner at night and there's a vehicle there in the middle of the road or barely off to the side. Like on my street, at 26 miles an hour, if you're coming down around the corner and every now and then there's a 5th wheel parked at the end, and there's an immediate right hand turn up there on the middle left to where there is a new addition is supposed to go, they are asking to impose this on themselves. We should not get in the way of what they're asking, and I don't know why staff wants—staff should say okay, you tell us what you want. Well I'm telling you that's what I want. If we're going to approve this, then I want to add an amendment to it to where if the Home Association comes up with 51%, that we follow along with those guidelines. Hell, if we have to pay for the signs, I'll buy them. I don't think we need staff telling us how to run our districts.

Commissioner Johnson asked I want to get an understanding of what this term urban district is versus residence district. **Ms. Laboy** said urban district is a term used in the Kansas state law to refer to urban areas. In essence, Kansas City, Kansas is an urban district because compared to the rest of the state we are an urban district within in the state of Kansas. **Commissioner Johnson** said so regardless of any place in the city, from 1st St. all the way out to 150th St., that's considered an urban district? I see somebody shaking their head, is that correct? **Ms. Laboy** said yes, it is considered urban district unless otherwise posted they no posted they prevalent statute for speed limit is 30 miles per hour. **Commissioner Johnson** asked what is the difference then between urban and residential. **Ms. Laboy** asked I'm sorry? **Commissioner Johnson** asked what is the difference between urban and—if in fact the district throughout the entire community, where then are our residential districts then. **Ms. Laboy** said the residential, that will be in essence the residential areas local streets, smaller streets from collectors. Collector streets are the street that gather all the small local street and gather all that traffic so those are collector streets and over. Collector arterials and thoroughfare are other streets, but when we are talking about residents' districts, we are referring to local streets.

Commissioner Johnson said I can already tell you I've got a few names that are just popping in my head right now that would be livid if I were to vote to increase any ordinance speed limits, even by five miles, I'm pretty sure I'm going to get some phone calls on that. We already have calls that have come into my office and have come into other fellow commissioners here where we're trying to find out if we're continuing to research the complaints of people speeding. I think if you increase a speed limit, it only causes people to want to drive faster. Maybe the research suggests otherwise, but that's just my perspective of it and I guarantee you I've got a lot of constituents that feel the same way. Right now, they are wanting speed bumps as a means to slow it down and, again, I'm not the professional here; I just know what I'm hearing and that's one of the ones that hear quite a bit and I want to make sure that is for the record.

Mr. Fisher said can I make something real clear, there's no action here to increase the speed limit. This is actually a reduction in speed limit from 30 to 25. **Chairman Bynum** said I think part of the concern that's being expressed by more than one commissioner here is that we have places now that are residential where we have our taxpayers telling us they want 20. It's an increase over the goal that that neighborhood has set for itself.

Commissioner Markley said I find this whole discussion very interesting because most of my neighborhoods are 30 miles per happy and they will be happy as pie to get it to 25. They

are like woohoo, okay, let's move forward, but what I hear is that there are obviously some areas that want it even lower. What I also know is that right now if I have one guy call me and he wants his street studied for people not stopping at the stop sign or too high of speeds or whatever, Lideana is adding that to her list and she is doing traffic studies for all of this list of one guys that call.

Is there some sort of system that we can create where we are only doing traffic study's if we get this many people from the neighborhood that make that request where we can start to create some work balance for you guys where you're not doing all these traffic studies for the one guy? We can figure out if the neighborhood is really serious about wanting to lower the speed limit but also sort of relieve that workload for you? **Ms. Laboy** said yes, we do have traffic calming criteria or manual that we follow.

When somebody calls our office relating to speed concerns, we refer to that manual, as send it to them. It is a requirement that if the area is not otherwise identified that there is a concern of safety then, they are required to collect signatures from the residents and the area will have to have at least 50% of the residence agreeing to the evaluation.

Commissioner Markley said because I feel like, I guess my question to my fellow commissioners is, I feel like there's a huge swath of our community that's going to be happy about this ordinance and they're going to be sad if we don't move it forward because they are at 30 miles per hour, some even 35, and they want to be at 25. We have some that want to be at 20. I need to hear from staff, are we going to address these ones that want to be at—you've been meeting with them it sounds like. Are we going to address those ones separately so that we can move forward and make the bulk of our community happy? I'm sure they are not going to be sad to be going at least down five. It sounds like we have some competing interest here. I would hate to see us delay making the bulk of the community happy and have these still hanging out there.

Chairman Bynum said this is my exact question, I guess, thank you for articulating that. **Commissioner Markley** said is was a really rough articulation. **Chairman Bynum** said it was great. I think that we can't, as has been expressed here, we can't ignore the request of the neighborhoods that we've already heard from, that we know are asking for something less. Go right ahead, I think what we want to know is, can we do both at the same time? **Mr. Fisher** said we can.

Chairman Bynum said I have to express that the person or group that calls and says, people are not stopping at my four-way stop, people are speeding down my street, I need help, I need speed bumps, I need speed limit reductions, and our response to that is, we're going to mail you a packet of instructions on how to petition for what you're asking for. **Ms. Laboy** said yes. Our procedures are now when we receive a call, I just explain the procedure. We mail information to them and I always ask if they are calling on behalf of the residence as a whole or just as that one person. I explain to them that they have to, he or her, will be willing to be the leader on behalf of their residents or the neighbors to become the spoke mouth for that person and collect the necessary signatures for proceeding with the speed study.

Chairman Bynum said part of my struggle is that I don't know how many of those you currently have waiting. We know of one who submitted their request more than a year ago. How many currently of those requests do you have in your stack? **Ms. Laboy** said we probably have over 15 standing waiting for a recent study for data collection just for speed limit but request we had over 15,000 in our database of people that call throughout the year for traffic issues and concerns. **Chairman Bynum** said I realize you probably get a lot of phone calls**.**

Commissioner McKiernan said you made me sit at this table so of course now I want to ask a question. First of all, this is a joke but it's not a joke. A PCI of 10 would solve this. So, we make our really nice and wide and flat and smooth and then we want to put potholes and bumps in to slow people down. A pavement condition index or a PCI of 10 would solve this in a heartbeat. My question though is for Commissioner Kane and actually for Lieutenant Colonel York, does the possibility that a neighbor or a block, a neighborhood could set up a speed limit, how does that effect enforceability? Does it create an enforceability issue where it could vary from neighborhood to neighborhood or even block to block, within a neighborhood? I don't know.

Deputy Chief York said, Commissioner, I'm not sure on that honestly. **Commissioner McKiernan** said okay. **Deputy Chief York** said if you put in speed bumps—**Commissioner McKiernan** said I'm talking about just the change of speed limit. I'm not talking about speed bumps or any other type of traffic calming, just the change of speed limit. **Deputy Chief York** said if we did that, yes, I would think we would—depending on the complaints we would receive would enforce the new speed limit. I think an educational piece is part of this as well to tell the community that we changed the speed limit. **Commissioner McKiernan** said so this goes back

to a conversation we had earlier today about public education on a number of issues where we want to get the public better educated about policy. I bring that up just because I'm curious about how that would affect it, don't know.

Commissioner Kane said actually the trouble that we have are the people that don't live in the neighborhood. They have sat down, they've come out to our community and they've talked to them. I don't want to be a smartaleck, but we don't have a lot of patrolling going on out there. It's just like the fire station, we don't have one of them either. We have very little police coverage out there except for those of us that live out there. I laugh about it, I joke about it but that's the truth.

This isn't just for my neighborhood. It's for neighborhoods like what Commissioner Johnson is saying, that the old folks live on, they like going this fast, they don't want to see anybody going down that. I know that staff wants to do what they think is the right thing, but our people are the ones paying the taxes. We live in the neighborhood, we know our neighborhood better than anybody else. There are areas that are dangerous at 25. You got to slow down even at 20 if you are coming by the two red trucks that sit there all the time.

Like I said, I'm not trying to stick anybody in the eye. This is what the community wants. This won't be the only community that wants it. Even though it looks like we're hemmed in, we're not hemmed in. They use us to go around to get to the other side of the school. We have speed bumps out there. I like them. They'd go nuts if we said they're going to install some speed bumps. I think speed limit signs and awareness because they'll come back out to our home association meeting again and talk to the folks. We had somebody from the Mayors office there, Lynn Melton, everybody taking notes.

The people that were complaining were the police officers, the fire department and the other people that work for the city. We have coverage because people live there, but we don't have coverage. I think that we should let them tell us what they want, not what we want to tell them.

Commissioner Markley said I just want to clarify something with Commissioner Kane and the other commissioners who have voiced concerns about specific neighborhoods as well. None of you are against the idea of lowering the general speed limit to 25 as long as there's room for exceptions for people who want it lower. Is that correct interpretation? **Commissioner Kane** said I agree 100%. The slower you go, the less that somebody's going to get hurt, but some

groups want to take it further and we shouldn't block that. **Commissioner Markley** said I just always like to find the happy place where we are all in agreement. **Chairman Bynum** said we do actually agree on that. **Commissioner Kane** said there should be, somebody better write this down, there should be some sort of avenue. **Chairman Bynum** said correct. **Commissioner Kane** said that the home association should be able to go to the traffic folks or their commissioner and say, 51% of us want it changed to this, just like we do curbs and sidewalks and stuff like that. I believe we have a hell of a lot more than 51%. We don't want to fight with nobody, we just want to do what the community feels is right.

Commissioner Johnson said I just want to stand corrected with staff, thank you for clarifying that for me. I also just want you to feel the sensitivities I think we're expressing here. **Mr. Fisher** said understood. **Commissioner Johnson** said because we hear it, that's one of the issues that I hear about a lot. The other thing that I think you and I talked about Lideana is, or maybe it was Ms. Sieben's, I talked with somebody about the coast speed of the car. The rate that the cars coast at. **Chairman Bynum** said the idle. **Commissioner Johnson** said the idle speed. **Chairman Bynum** said even if I'm not pushing the gas, my car is still going this fast.

Commissioner Johnson asked can you all provide any insight on that. **Ms. Laboy** said I can say that by experience and by watching my fellow coworkers when I drive with them and they drive with me too, the minute that you touch that accelerator you are going over 20 miles per hour. You are driving in a residential street or any other street and you are hitting your accelerator, you are going to be over 20 miles per hour. It's an observation that you can do by yourself when you drive around.

Naturally, when you do a curve, when you turnaround, you're about to turn right or left, you're about 50 miles per hour, 17 miles per hour. Obviously, when you're in a straight line you're higher than that. I just also want to say that we do not simply bringing this to your attention because we want to implement 25 miles per hour. It is consistent throughout the metro area. Although it's because we have been doing this for many years. I've been here almost 7 years and since the beginning the number of calls for understanding of the speed limits and how people do and what is the concerned about speeding in my neighborhood, it's a real concern, it's a real—calls that we get every single day.

I have worked with many, many residences in the area where we had collected data before doing anything when they call. We have removed every sign in the neighborhood and then spend

some time and then collect data again, then post the 25 miles per hour and collect data again. The difference is not significant that people drive at the conditions that they feel safe driving, this is our results. The data and the request that we are doing today is based off the information that we had experience and we feel comfortable that it's safe in this environment. A sample that I could also bring as a collector street where we may get that modification at is Central Avenue. Central Ave. was posted as speed assignment on that was 20 miles per hour and the rest was 30 miles per hour. Other areas were like 45 near I-70.

Within modifications out on Central Ave., the regular speed we know that possibly the speed had reduced in the number of calls for people getting tickets at 20 miles per hour has significantly reduced it since we did the project and said post the speed limit uniform throughout corridor. We had done residential streets, as well where we had gone from 20 to 30, for those locations where a collector's street needs to be 30, and people were thinking that people need to be so so slow. We had done it also on residence street where there was an inconsistency of speed and we had posted 25 miles per hour. Since then we have not had others.

We work one on one and we have worked with a neighborhood that Commissioner Kane is doing. We want to work with every neighborhood to address their concerns and do the best of our understanding and we know what we can change behaviors or not.

Dana Bye, **10708 Augusta Dr**., said I would like to thank Mr. Fisher and Lideana, Commissioner Kane and Commissioner Bynum because we have been in consistent communication since we made a request to that department for speed signage over a year ago. Our neighborhoods 15 years old, we had no speed signs whatsoever. We reached out to them, we requested 20, we requested deaf child signage, we requested school zone signage, and possibly the addition of some three-way stops to try to slow people down.

They collected data, then one day I came home, and they had put out 30 miles per hour speed limit signs and they installed the school zone signage. The neighbors were immediately upset and wondered what the heck happened. Now, I understand the default speed limits was 30 because it was not posted. That's not something that a general person may understand. That's why we specifically were requesting 20. We have a school zone, we have a sidewalk that the leads directly to the Piper School District campus.

We have over 169 homes, easily over 500 residents. We have hundreds of children. We are very concerned that 30 miles per hour was incredibly too high for our district. They have

agreed to go to 25. Our concern with that is that we still have a school zone. Now, we're going to have a school zone that is 25 instead of 20. We would feel comfortable with 20 because, again, we have the school zone. We were the deaf child signage and they did provide us with some data explaining that decision and that has not brought any type of comfort to the family. The HOA has basically said that we would step in and we would by the deaf child signage ourselves.

We were trying to draw attention to the fact that we have a deaf child in our neighborhood and that we didn't agree with the posted speed limit. They are working with us. I do feel like we have made some headway, but when you look at their own data and it shows that at 20 miles per hour people were going a handful of miles over that limit. If you start off at 25, that is also going to be the case. Why wouldn't we want to start at 20? If you start at 25, then you're going to be allowing them to go up to 30, so let's start at 20.

Chairman Bynum said what I'm asking and I believe I'm hearing my fellow Commissioners ask is, with regard to what Ms. Bye brings, that Commissioner Kane is bringing, and Commissioner Johnsons' bringing from a different neighborhood, if we have a comfort level in knowing that in those cases where we know we have an active neighborhood seeking a lower speed limit that we can have a mechanism to continue to work with those; then I think we might be able to have a motion on this item.

Commissioner Kane said we're always looking for volunteers, so I volunteer Northridge to be the pilot program for that and then see how it works. Go through the growing pains that we're going to have on both sides of the fence. Since they've been complaining about it the longest, they ought to be the first ones that we serve. That would go along with your motion.

Action: **Chairman Bynum made a motion, seconded by Commissioner Kane, to approve**.

Commissioner Kane said with the Northridge being the pilot. **Chairman Bynum** said the motion is for purposes of adequately recording to agree with your proposal to lower the speed limits from 30 to 25 in the residential areas, with the stipulation that we continue to find ways to work with and resolve issues in individual neighborhoods that want a lower residential speed

limit and Northridge at Piper Estates will be our pilot neighborhood for that and then 20 in the parks. Is that satisfactory?

Misty Brown, Deputy Chief Counsel, said**,** Commissioners, I see what we're trying to do tonight, but this is a proposed ordinance. **Chairman Bynum** said ordinance change. **Ms. Brown** said I would suggest perhaps we send this back and come forward with a new proposal that might look neater in the code book. **Chairman Bynum** said I think that's fine. **Commissioner Markley** said I was just going to suggest we just separate the motions and have a motion to approve the ordinance and a separate motion to set up a pilot program for other stipulations. **Chairman Bynum** said yes, but we want our ordinance, we really feel pretty strongly about this neighborhood level. **Commissioner Kane** said I don't want to do this, just do one.

Chairman Bynum said I'm going to agree to rescind my motion and make a new motion to send this back. **Commissioner Kane** said rescind my second to come back. **Chairman Bynum** said what we're asking for is a way to have legal language in our ordinance that does allow for the carving out of the individual neighborhoods with a process and a pilot program. **Ms. Brown** said I think that would be the best. Also, just keeping in mind the language and state statute that imposes some requirements of traffic studies before speed limit decisions are made by the authorities.

Chairman Bynum said I think let's make sure we all understand that when that comes back. **Commissioner Philbrook** said are we going to have them go ahead, come back to us first before they come before general. **Chairman Bynum** said they don't have to come back here. **Chairman Bynum** said any questions at all, just feel free to contact any of us. I think we've made a lot of points.

Action: **Chairman Bynum made a motion, seconded by Commissioner Kane, to send it back**. Roll call was taken and there were six "Ayes," Groneman, Philbrook, Markley, Kane, Johnson, Bynum.

Item No. 7 – 18462…PRESENTATION AND RESOLUTION: URBAN TRAILS/BIKE LANES PROJECT

Synopsis: Presentation on the Urban Trail System and a resolution declaring the necessity and authorizing a survey and descriptions of lands necessary to be acquired for the multi-phase Urban Trails/Bike Lanes project, submitted by Rob Richardson, Director of Planning.

Zachary Flanders, **Planner in Planning Dept**., said we hosted a Better Block event down here on 6th St. by City Hall about a month ago. This was a demonstration project for safer street design. I think its fitting that this follows the other presentation because that street is signed as 20 miles per hour. Nobody drives 20 miles per hour because the street is very wide, and people feel safe driving at a much higher speed. What we wanted to do with this demonstration is to actually narrow the street, narrow the travel lanes to 11 miles per hour or 11 feet because we know that lane width is highly correlated with speed.

By narrowing the lane width, we can reduce the speed. By doing that we gain quite a bit of space on the road and we realize that with the amount of space that we had we could actually implement what has been on our plans for a long time of doing a downtown trail network in using a different approach that will accelerate greatly the ability to build out that network by using our existing assets and our existing right–a-way and build on street trails that are separated from traffic within our existing right–a-way.

This is a picture of what we demonstrated that day. If you're not familiar, Better Block is an event where people go out and with all volunteer labor from KU students to just neighborhood people who wanted to participate in using completely temporary materials such as duct tape and potted plants and cones. We implemented this design and it was a huge success.

This series of pictures really says it all for me. To see the children feeling safe, out on their bikes, people crossing the street, mothers with strollers.

It worked well for traffic as well. We even had several large fire trucks and school buses go through and the narrow lanes didn't hinder the ability for the vehicles to get through.

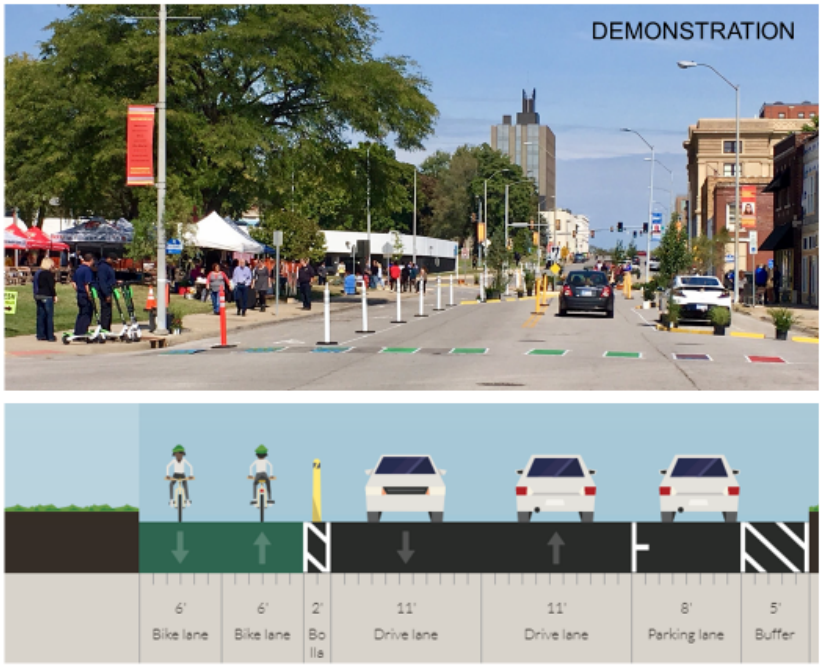
It did slow down traffic quite a bit though. Although we did not see any backups because it has a relatively low traffic volume.

With the lower speeds and the amount of features for people on the street, it really activated the street. We had a temporary market with the Farmers Market. We had the library

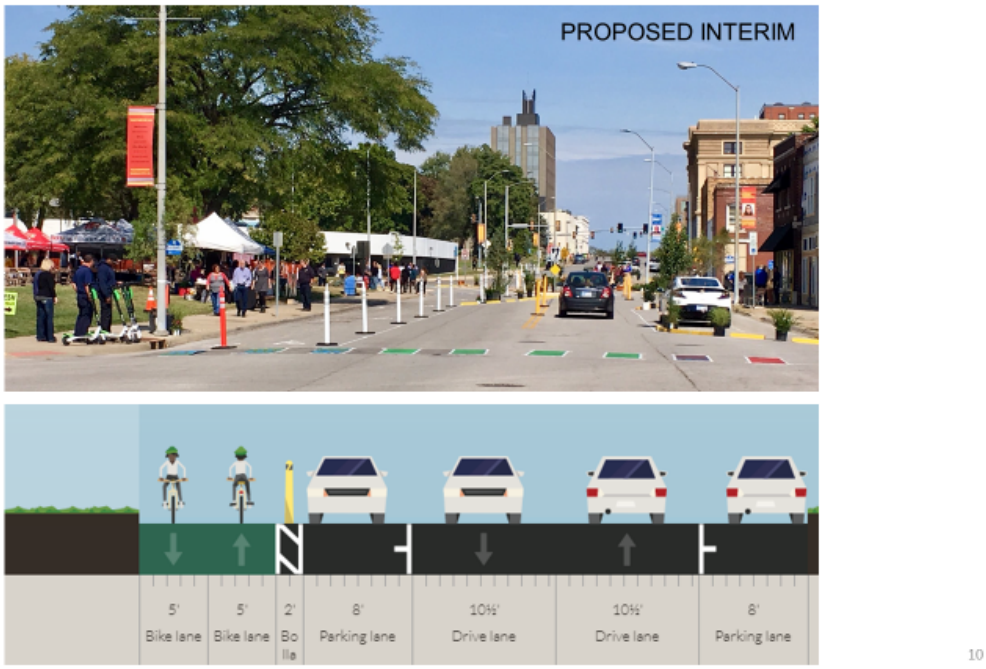
come out with their mobile library. You really saw a lot more people on the street than you typically would.

I just like this picture. I put it in there with the Mayor out on his bike with the bike police.

This is another view of it. This is the before. You have the 16 1/2-foot drive lanes with parking on either side.



This is what we demonstrated. We shrunk those to 11 feet. We put in a 12-foot trail on the side with a two-foot buffer. We still have five feet leftover.



If we were going to do this permanently, I would recommend that we shrink that trail a little bit down to 10 feet with a two-foot buffer. It felt very generous to ride on that. That gives us enough space to add another parking lane which will also reduce speeds and will further protect people who are riding their bikes or scooters in that trail. We can do this all the way down 6th St. to Central without moving that on-street parking.

Planning for a Complete Trail System

KCK Urban Trail System

11

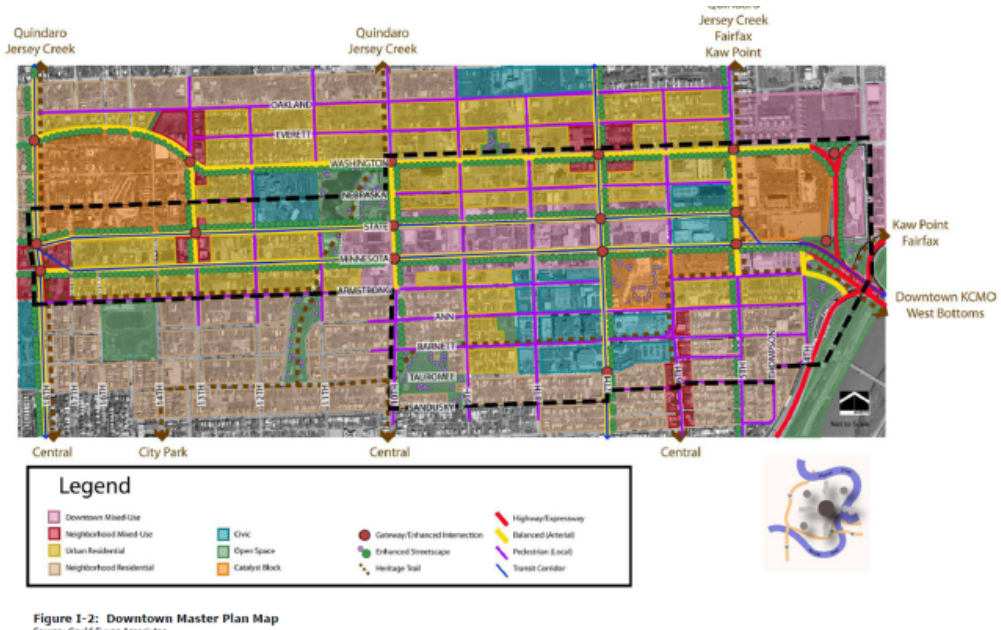


Figure I-2: Downtown Master Plan Map
Source: Gould Evans Associates

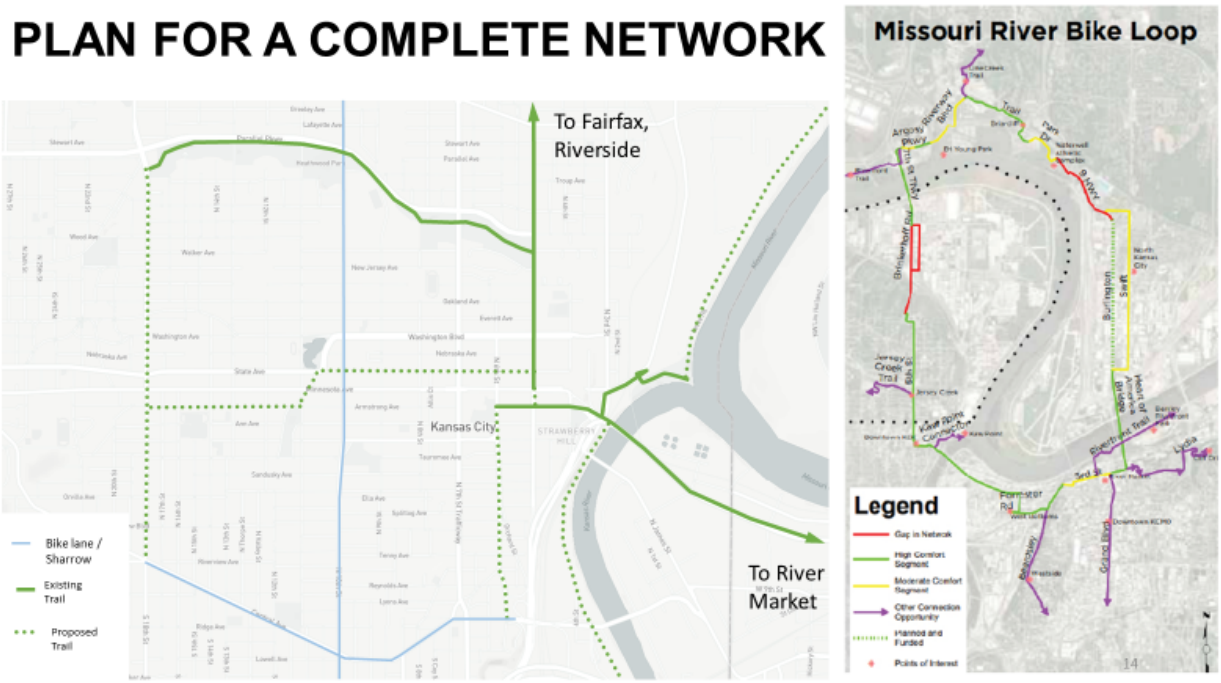
I-7 DOWNTOWN MASTER PLAN

12

As I mentioned, this is something that we've had on our plans for a long time. This is a 2007 Downtown Master Plan. It includes the concept for bringing the Heritage Trail though downtown. This is kind of hard to see, but the brown line is a Heritage Trail. Their showing it coming from the inner-city viaduct up north on 5th St. and south on 6th St. We've implemented some of

this, but as I've said, it's been slow. This is an approach that can dramatically accelerate us building out this network.

I've been using the word trail and what do I mean by trail? Well, traditionally when you think of a trail you think of a off–street trail, multi-use trail where pedestrians and cyclist are there together. You might also think of a multi–use side path trail where it's right beside the road. Again, you're sharing ped and bike. We're also thinking about this in a new way that we can see these protected on-street trails as well. It would be protected with some pylons and completely separated from traffic. What we're not talking about are sharrow roads or traditional on-street bike lanes which are not separated from traffic. Most people don't really feel comfortable riding in those types of facilities.



This is a map of a complete network. We were talking about 6th St. and we're talking about 5th St. I just want to quickly note that this is a network that could easily be built out to serve all of downtown KCK, really all of the urban area east of 635. In fact, west of 635, as well. I'm just showcasing this downtown area here. This is also part of a wider regional effort of a Missouri River bike loop. This goes north to Riverside where we built this new bridge on the 7th St. Trafficway through Riverside to North Kansas City. They are about to undertake a major improvement on Burlington, putting in a completely separated cycle track across the bridge into downtown KCMO for the Riverfront Heritage Trail for where the most property exists.

WAYFINDING IS CRITICAL

15

I wanted to point out that Wayfinding is critical. Right now, we don't have very good signage, even on the portions of the trail that we have built out and that can be improved.

LAUNCH BIKESHARE AND SCOOTERS

- 5 bikeshare stations launching in 2019
- Scooter ordinance and agreements in progress

16

We also have funding for five bike share stations in 2019. As you just saw earlier tonight, the scooter ordinance. As these things begin to launch, we want to make sure that we have a safe infrastructure for these types of uses.

I wanted to point out some of the other benefits. Number one is safety. These types of improvements will slow down traffic. It'll get that 85-percentile down to where we want it if we design our streets to be slower. There are health benefits, of course, of having the extra space to have the trails on the street.

There are equity benefits. We have many areas where up to a third of households do not have a car. Thinking about those people walking and getting the transit, being able to get to jobs safely is an important part of this. Neighborhoods, this increases the quality of life in neighborhoods. I think that something that's very important is the economic development factor of these trails. That's something that I want to talk a little bit further about.

BENEFITS

IndyStar.

Study: Property values along Cultural Trail up $1B

More than half of business owners say they have seen an increase in customers since the trail opened.

Property values have increased by $1 billion, businesses report more customers and higher sales, and residents feel safer Downtown since construction of the 8-mile Cultural Trail, according to a survey conducted by Indiana University Public Policy Institute.

The assessment measured the economic impact of the trail from 2008 to 2014 and examined 1,747 parcels within 500 feet of the trail. The institute also sent questionnaires to 66 businesses and 556 trail users.

The report found that property assessments within one block of the trail increased 148 percent for a total of $1 billion.

The report, titled "Assessment of the Impact of the Indianapolis Cultural Trail: A Legacy of Gene and Marilyn Glick," was released during a news conference Thursday morning.

The researchers cautioned that some of the property value increase was because they returned to their pre-recession values. They also said some developers added amenities to their properties to increase their values because of the trail.

At least 5 percent of the increase in assessed values comes from 90 new condominiums that have been constructed near the trail, the institute found.

"You can look around today, especially on Virginia Avenue, and see how the Cultural Trail already has changed our city," Mayor Greg Ballard said in a prepared statement. "The impact is significant, and it will continue to grow in the years ahead."

Share your feedback to help improve our site experience!

You May Like

Minneapolis, Minnesota: This Unbelievable, Tiny Company Is Disrupting a $200 Billion Industry

FROM THE USA TODAY NETWORK

Ex-MLB All-Star says he's sick of 'all the liberal bs' like sex...

Jim Irsay gives us more evidence the Colts do not deser...

9 photos that prove

"The report found that property assessments within on block of the trail increased 148 percent for a total of $1 billion."

18

I've gone to many cities to look at their infrastructure. I was most impressed with Indianapolis and it seemed like a city that is most similar to us both in culture and existing built environment. They built out a trail, eight-mile trail, in their downtown. From 2008 to 2014, so before the built the trail and after they built the trail, they saw the properties within 500 ft. of that trail increase by 148% for a total of $1billion increase in property value. That's a way that we can build our tax base and grow community wealth.

They also had their number one employer Cummins, which is an international company that builds engines, locate in their downtown. They demanded that they be located on the cultural trail and then immediately they saw a grocery store, a brand-new grocery store in their downtown which had before been a food desert, develop across the street from the major employer. So, a lot of parallels to what we would like to achieve in downtown KCK.

5th/6th Street Example

KCK Urban Trail System

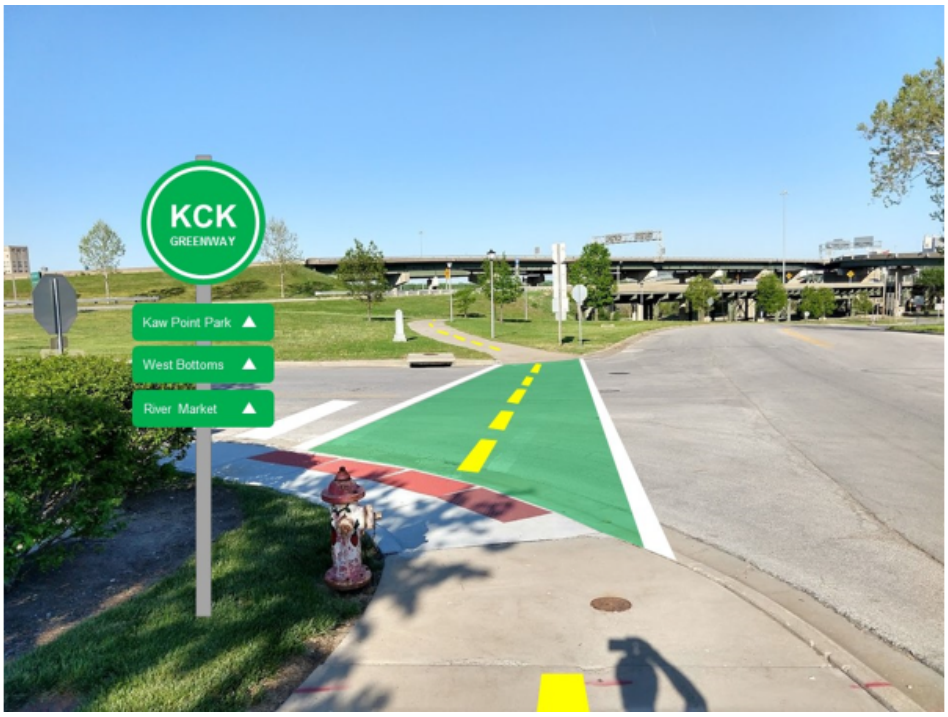
19

I want to just run through a quick example to give you a more concrete idea of what this could look like.

20

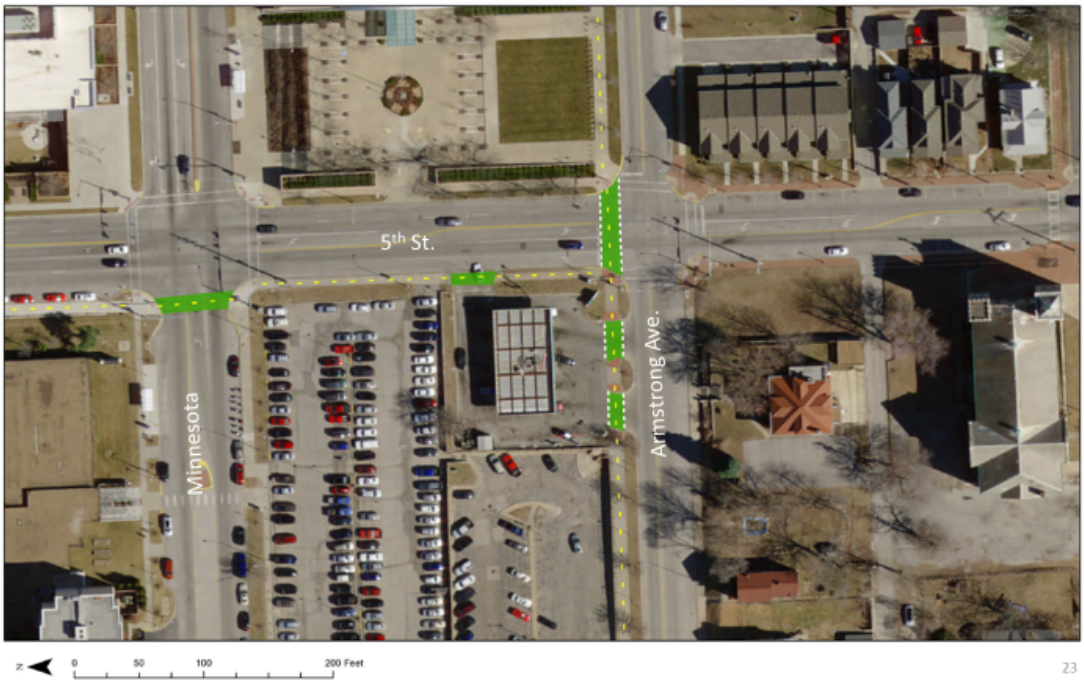
Right now, we have the Riverfront Heritage Trail that just kind of drops you off at 4th & Armstrong. To orient yourself, I turn this, and north is on this side. This is the river up here and

this the trail that comes underneath I-70, inner city viaduct and it comes into 4th St. This is actually designed, and on most maps, you look at designated the Riverfront Heritage Trail on this sidewalk. It was built as a 10ft. wide multiuse side path, thinking back to the earlier slide.



21

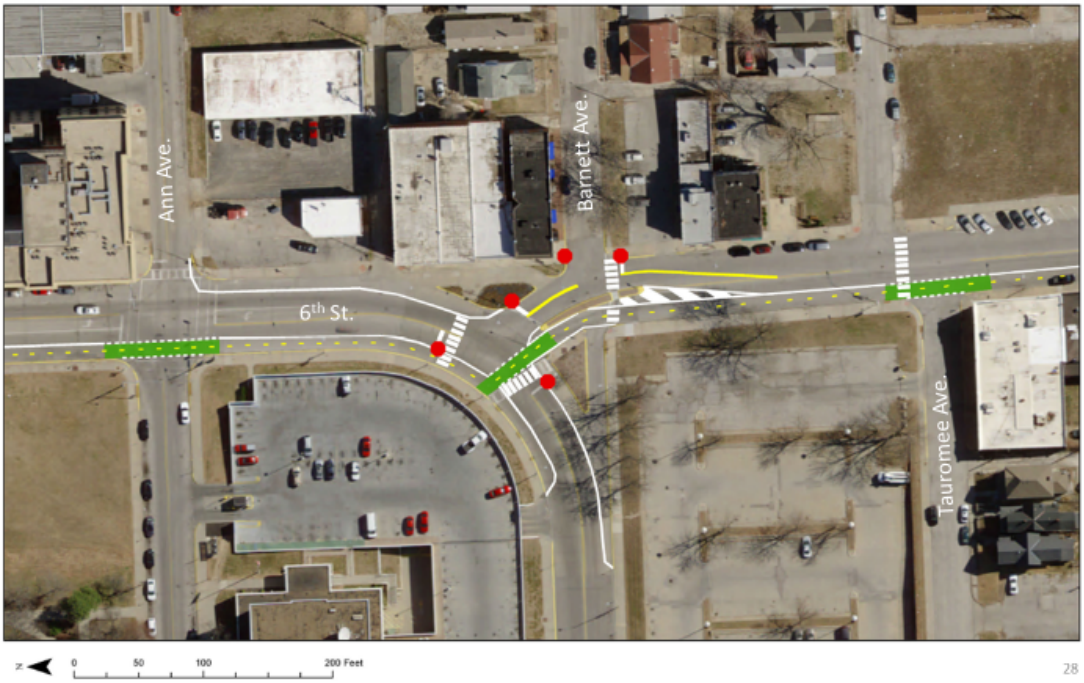
What it really needs is some signage and a stripe down the middle to direct people about where to go.



It continues south to 5th St. and then crosses 5th St. and it continues on Armstrong as a 10ft. wide trail. It also goes to the north on 5th St. In fact, it goes to the north almost all the way to Fairfax. There's a little gap in Fairfax before you get to Fairfax. There's a one block gap right here between Minnesota and Armstrong and that's the only gap where it's narrower than 10ft.

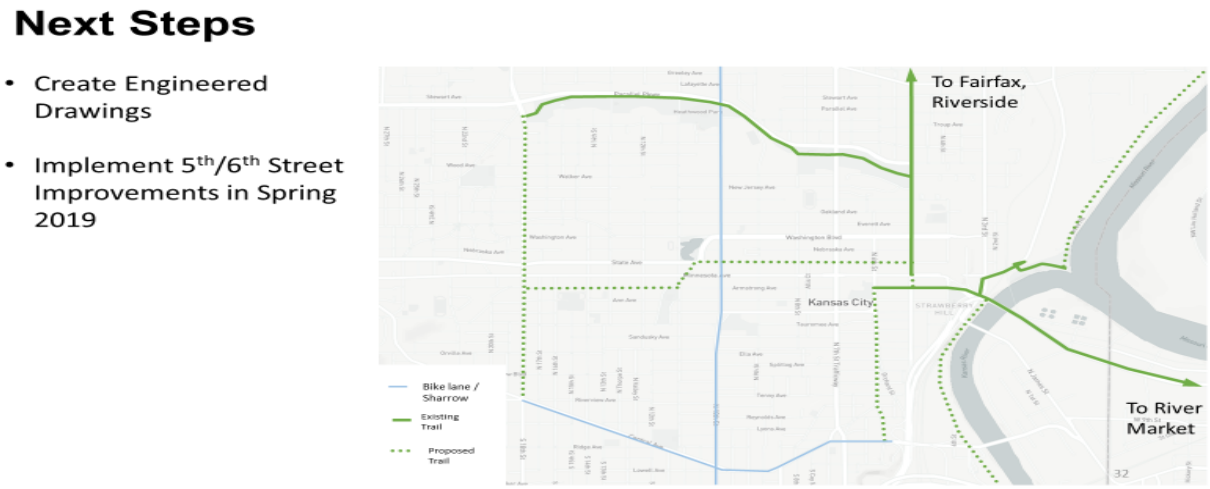
I'm going to take you to the north and you can see it goes all the way to the north. Completely separated from traffic, but again, not marked in any way, not signed, there's no stripe. I'd recommend highlighting conflicts at intersections and driveways in green. It goes all the way to the north.

I'm just showing it all the way to Jersey Creek Trail, which then hooks in another portion of this overall trail network. In fact, it goes all the way north almost to Fairfax.



If we jump back and go south on 6th St., there's actually room on 6th St. to build this trail, all the way south on 6th St. What this is not showing, is we're actually keeping this on–street parking, it's just bumped over, we're just shrinking everything down.

That can continue to all the way south on 6th St. Really all the way to Central. That's again a network.



What we've been doing is going from those idea sketches that I just showed you to more of engineered drawings. We've done that around where the proposed grocery store is. We'd like to continue to do that and we believe that we can implement this 5th and 6th St. improvements in the Spring of 2019 using primarily just paint and removing a few islands in the middle of the street. That's it for this presentation and I open up to any questions.

Chairman Bynum asked, Zach, I know what you need is approval for surveying, correct? **Mr. Flanders** said yes. Really the approval that we're looking for is to continue to work on this.

Commissioner Philbrook said yay, because I just got to go to the Kansas Association of Counties and this is one plan that fits right in with everything a lot of the other progressive communities are doing. What's really interesting is that Public Works has instituted a lot of and are working on a lot of things that are happening around the United States that are more progressive. It sounds like we're ahead of the game compared to a lot of other communities. I want to thank you for that, thank you for bringing this forward.

Action: **Commissioner Philbrook made a motion, seconded by Commissioner Markley, to move forward**. Roll call was taken and there were six "Ayes," Groneman, Philbrook, Markley, Kane, Johnson, Bynum.

Item No. 8 – 18446…RESOLUTION: SAFE ROUTES TO SCHOOL PHASE F

Synopsis: A resolution declaring the necessity and authorizing a survey and descriptions of lands necessary to be acquired for the Safe Routes to School project, Phase F (William A. White Elementary/West Middle School along Welborn Lane from Georgia Ave. to N. 45th St., and Frances Willard Elementary School along Orville Avenue from N. 28th St. to N. 36th St.), CMIP 1613, submitted James Bain, Assistant Counsel.

James Bain, Assistant Counsel, said this resolution is similar to what we just had, authorizing the surveys to take place for any potential land acquisition and declaring that this project is necessary. I believe you've heard a presentation about Safe Routes to Schools previously.

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

Item No. 9 – 18444…PRESENTATION: 2018 FIREWORKS REPORT

Synopsis: Presentation of the 2018 Fireworks report, submitted by John Droppelmann, Fire Marshal.

John Droppelmann, Fire Marshal, said I'll make this as quick as we can. This is our, basically our financial and statistical analysis of our last fireworks season.

BUSINESS LICENSING

- There were a total of 44 fireworks stands. There are two different fee amounts based on the size of the stand.
  - **For stands under 3000 square feet ---------- $1060.00**
  - **For stands 3000 square feet or greater -------- $1325.00**
- **Total License Fee amount collected $49,290.00**

We had 44 firework stands this year. That's the amount of fees that were collected, a little over $49,000 from Business Licensing.

BUSINESS LICENSING cont.

- All Stands are also required to have a $1,000 cash bond (refundable), to ensure removal of stand, material, debris, signs, etc.
- 2 fireworks stands failed to have all of the debris and materials removed by 7-7-2018. Subsequent re-inspection to verify removal and clean-up was assessed against their cash bond.

A slight bit of that funds came from two stands that didn't clean up their mess in time. They were partially fined for that.

BUSINESS LICENSING (revenues)

- SALES TAXES
  - Revenues to the UNIFIED GOVERNMENT for years:
    - 2015 $30,019.00
    - 2016 $35,695.00
    - 2017 $34,399.00

Compared to years past, this is what the city takes or UG takes in revenues from the sales tax of all this stuff. 2017 is the most recent, we'll get 2018, just before firework season next year. It's fairly consistent with what comes in from sales tax.

LAW ENFORCEMENT INVOLVEMENT

The categories of incidents considered to have fireworks related implications were:

- Fireworks Complaint
- Loud Music/Noise Complaint
- Nature Unknown
- Shots Fired

Law enforcement part, the law enforcement looked at these categories and complaints to figure out what we had to respond to during the June 29th through July 5th. It's typically the time we have the most problems.

WYANDOTTE COUNTY SHERRIFF'S OFFICE

- The Wyandotte County Sherriff's Department responded to ***15 fireworks related complaints*** from June 29th through July 5th.
- Five of these calls were made on July 5th. Unknown number of citations/warnings issued.

The Sheriff's Department had 15, majority of those came on July 5th, after midnight.

KANSAS CITY KANSAS POLICE DEPARTMENT

- The Kansas City Kansas Police Department responded to ***374 fireworks related complaints*** from June 29 through July 5.
- One hundred twenty-three (123) of these fireworks complaints occurred on July 4th.

The Police Department had 374 calls for service and the peak of those was on July 4th.

PUBLIC WORKS

- The following is a summary of time and labor incurred by the Street Department for closure of streets during the Fourth of July holiday.

STREET CLOSURES

- Delivery of barricades (64 man hours) = 1053.12
- Pickup of barricades (64 man hours) = 1053.12

Total $2106.24

Public Works, it cost them $2,106 for their work, dealing with all the barricade's and street closures.

PUBLIC WORKS cont.

- Street closures for Block Parties require a $150.00 fee which is refunded on verification of street cleanup.
- Public Works issued 11 block party permits for this year, which is significantly down from previous years. All permittees completed the necessary street cleanups which did not require street sweepers for cleanup as in years past.

11 stands x $150.00/stand = **$1650.00**

All of the street closures, all the block parties cleaned up properly so all their funds here that they charged for that were refunded.

PARKS AND RECREATION

The Parks & Recreation Department reported lighter than normal fireworks trash in the parks this year.

- Possibly due to the 4th on a Wednesday.

PARKS AND RECREATION cont.

- **Supplies Purchased**
  - Trash bags **$42.00**
- **Preparation and Clean up**
  1. Posting and removal of 'No Fireworks' signs (9hrs x 20.25 = **$182.25**)
  2. Bonner Shelter 'F' toilet installation **$400.00**
  3. City Park Shelter picnic table burned/replaced **$800.00**

$1,424.25

The Parks Department reported lighter problems in the parks than normal. Here's what the fireworks season cost them, about $1,420. They had damage to a couple of items that they had to replace, and some extra trash pick up and signs.

DEPARTMENT OF AIR QUALITY

- Data is recorded by our continuous fine particulate matter monitor, located at the JFK Core monitoring site (10th and State Avenue).
- An nine hour period of fireworks activity had a single high hour reading of **184.7 mg/m3** (147.3)of fine particulates.

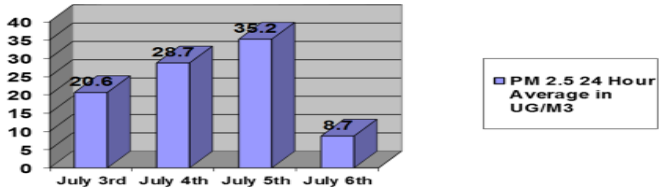
  ➢9-hour period is from 9:00pm to 5:00am

DEPARTMENT OF AIR QUALITY cont.

- The chart below indicates the 24 hour average of the hourly data for four days around the 4th of July.
  - The eight hour period of high particulate matter straddling the 4th and into the morning of the 5th did elevate the 24 hour average for both days.
  - The average of 35.2 ug/m3 was recorded. (36ug/m3 is the standard for a 24-hour period)

Air Quality pretty much reported about the same thing as in years pass. I did not do a study on what the weather was that night, but we were within the EPA's limits on what they monitor.

DEPARTMENT OF AIR QUALITY cont.



FIRE DEPARTMENT

Listed below is the summary of calls for service related to fireworks from June 29th to July 5th as obtained from the Communications Center, Inspector's accounts, and Fire Investigations.

9 calls received for fireworks related incidents:

- 1 EMS calls:
  - 1 Hand injury

The Fire Department, we had nine calls relating to fireworks complaints. Only one injury this year, it was a fairly minor hand injury.

FIRE DEPARTMENT cont.

• 3 Tree fires	-
• 1 Port-a-Potty fire	$ 800.00
• 1 Grass fire	-
• 1 Dumpster fire	$ 500.00
• 1 House fire	$45,000.00
• 1 Miscellaneous fire	-
8 fire suppression calls	**$46,300.00**

In relation to EMS stuff, Kansas University Hospital from June 30th to July 4th, they saw 29 patients in the ER and nine were admitted, none of them were life threatening. It was a little better than years past. I don't know if that's because it was on a Wednesday this year or what, but it was a little bit lighter than normal throughout the entire state.

We also had three tree fires, porta potty fire. The total damages this year from fires was about $46,000. Last year was, I think it was only five or six, but that's because there were no house fires last year. The house fires usually bring this factor up pretty quickly. We had three the year before, so we were in several hundred thousand dollars' worth of damage two years ago.

FIRE DEPARTMENT cont.

Total approximate damage to property **$46,300.00**.

(2017) $4,700.00

(This does not include medical cost to the patients of the EMS calls, either from Fire Department billing for transport or Emergency Room billing)

FIRE DEPARTMENT cont.

Inspections activities related to fireworks (44 Fireworks stands):

- Fire Marshal hours dedicated for the initial review and corrective reviews of the fireworks stand applications – 23 hours. ($33.37 x 23 hours = **$767.51**)
- Commercial fireworks displays (3-total), pre-permitting, and field inspections—6.5 hours. (Professional rate charge $33.37 x 6.5 hours = **$210.00**)
- 172.42 hours of Comp Time and 78-hours of Overtime accrued to inspect/oversee sales and displays. (**$4114.50**) ***these hours were minimized by the Inspectors coming in on their normal weekly working hours later in the day.

There's your property damage for this year.

Commissioner Markley said just a point of clarification because I actually had this question last year I think from a constituent. We list the property damage but that does not mean the Unified Government is fixing it. **Mr. Droppelmann** said no, I take that out later on here, it's just a cost

that is incurred by us. **Commissioner Markley** said that's not to say that that isn't significant damage and that it's not terrible damage. The homeowner just—I had a constituent concerned that we were fixing the damages. Just to be clear, you were listing the damages but we're not paying $45,000. **Mr. Droppelmann** said no, we're not. **Mr. Droppelmann** said there's your total. It doesn't include wear and tear on Fire Department vehicles or police vehicles, stuff like that. That is stuff we incur but that's kind of hard to estimate.

Here's the amount the Fire Department actually incurred, total between miles driven, some overtime cost for the inspectors, I calculated the federal rate for the tax rate on our vehicles that we had to drive. It's about $6,400 I think the Fire Department had to take on in their budget for it.

FIRE DEPARTMENT violations(5)

- 3 Stand owners will be denied a permit for the next 2 years for observed violations
  - Allowing fireworks to be discharged within 100 feet of their stand.
  - Burning their trash in the street.
- 1 Stand owner was issued 2 municipal summons for falling a false 'Leftover Inventory' report to the Fire Marshal.
- 1 Stand owner under similar investigation.

This year we had five major violations that we had to deal with. Almost all of them occurred on the 4th of July during the closing of the stands. The Police Department was involved in one of them, it was fairly serious. Not going to approve of permits for some of these stand owners that did this. One of them we had a trash fire, intoxicated stand owners that lit off all their trash and debris out in the middle of Minnesota and then threw fireworks on top of it and we almost had some firemen and police officers injured by that. They'll be not allowed to have stands next year. They also did a lot of—several stands shot off fireworks right next to their stands, cleaning out their inventory. That's pretty dangerous on that end. I did have one stand owner that submitted a false report with their leftover inventory that we managed to track down.

VIOLATIONS

Here's the Minnesota, one of the incidents on there, they just throughout their pallets and junk and set it on fire.

VIOLATIONS

The stand owner that was operating out of this business down here on State Line, they chose to operate their supply out of an old building downtown that's not permitted. It's not safe to hold fireworks. I ended up getting some reports on it and found several 18-wheeler tractor trailers loads full of it after the 4th of July. I actually found them in September. That was confiscated, they'll be going to court next week, and they will not be operating a firework stand for the next two years.

FIRE DEPARTMENT cont.

Estimated additional cost for Fire Department:

• Fire Marshal duties	$ 210.00
• Inspection duties	$4114.50
• Prevention vehicle use	$2326.00
subtotal	**$ 6,650.50**

There's your cost the Fire Department incurred, direct cost, its $6,650.

FIRE DEPARTMENT cont.

- This does not include the additional costs for the Suppression apparatus and EMS unit responses (for the 9 fireworks related calls):
  - mileage
  - Fuel
  - Maintenance

FIRE DEPARTMENT cont.

Estimated total cost associated with the Fire Department:

• Direct costs	$ 6,650.50
• Property Damages	$46,300.00
• Patient costs	not included
• Vehicle wear and tear	not included
	$52,950.50 +

Here's what the city of the UG incurred as a cost about, a little over $10,000, is what all the departments submitted.

FEES COLLECTED BY UG

Business Licensing fees	$49,290.00
Sales Taxes (2017 figures)	$34,399.00
	$83,689.00
UG expenses	$10,181.00+
TOTAL (estimated)	**$73,509.00** ***

Add that to the business license revenue and the sales tax revenue, the city took in about $73,000. That's it. Any questions.

Action: For information only.

Item No. 10 – 18465…UPDATE: NEW FIRE STATION

Synopsis: Update on the new fire station, submitted by John Kelly, Director of Buildings & Logistics.

John Kelly, Director of Buildings & Logistics, said we're going to start with Kyle, he's going to give us an update tonight. We don't have a PowerPoint presentation, it's kind of a progress update. **Commissioner Markley** said I love you for that. **Mr. Kelly** said it just kind of an update where we are, so I'll go ahead and turn it over to Kyle.

Kyle Morrison, Architect with Arc Images, said we're talking about the new plans, the new fire station at 2913 Hutton Rd. Currently, we're working with the construction manager on finalizing the building systems and the building design and the pricing. Also, working on the preliminary development review process. We met with the DRC on September 25th and the PDP was submitted on September 28th. We have applied for a variance to the building setback that would reduce it to what is used in non-ag zones. Staff, we've received engineering comments and we'll be responding to that tomorrow morning.

Announcements for the neighborhood meeting were mailed out on October 12th. The meeting is scheduled for a week from tonight, October 29th at 6 p.m., at the Patricia Diane King Community Center on 122nd St. On November 13th we'll be going to the Board of Zoning Appeals regarding the setback. Immediately following that, to the Planning Commission. Then, on November 29th to the Board of Commissioner for the preliminary development plan.

Design continues, we're making progress, we're working on the building systems and finalizing the design. We do intend to submit for a grading permit soon. We've talked about the possibility of a groundbreaking ceremony in early December, with actual grading on site starting sometime in the time frame of mid-December to the first of the year. As I described before, this will allow the time needed for settlement of the earth material before we actually start construction.

Commissioner Markley asked has anything changed in terms of the final end timeline since the last time you spoke with us. **Mr. Morrison** said no, we're hoping to speed it up, but we're not to the point yet that we can speed it up.

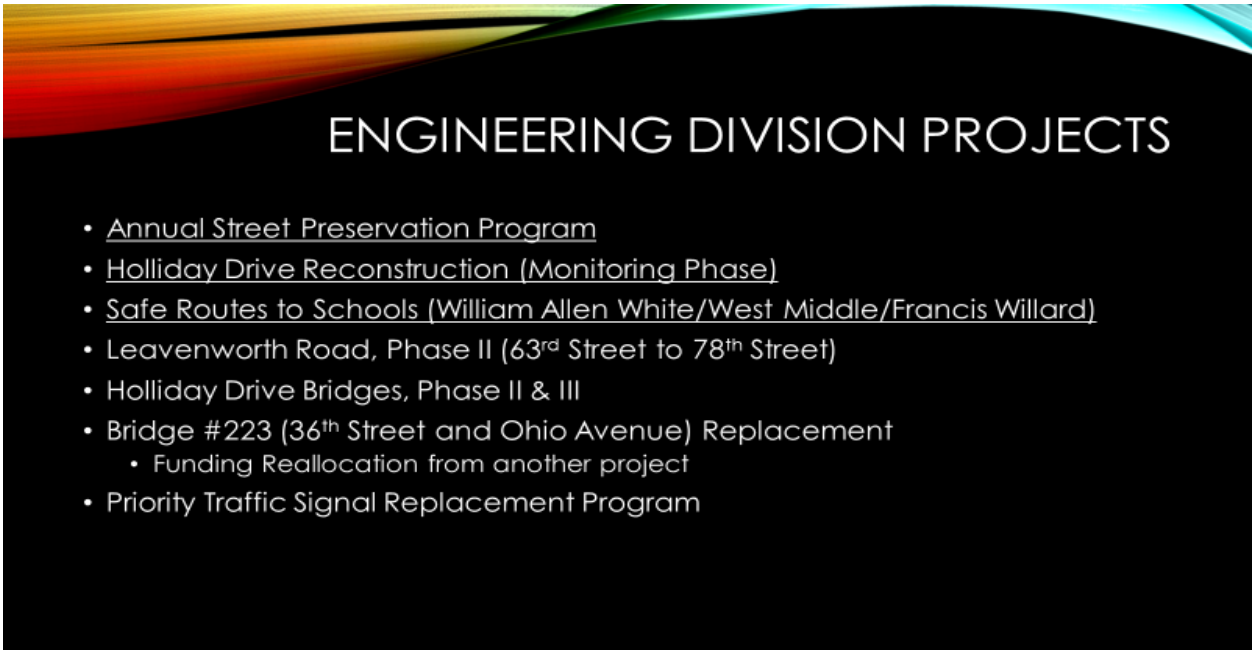
Action: For information only.

Item No. 11 – 18466…2019 PUBLIC WORKS CMIP PRESENTATION

Synopsis: Overview of the major capital improvement projects that will be undertaken by the Public Works Department during the 2019 year, and a recap of some of the projects that are carrying over from 2018, submitted by Jeff Fisher, Executive Director of Public Works.

Jeff Fisher, Executive Director of Public Works Director, said we'll try to be as brief as we can. Brandon is going to highlight this for us and Troy and I will be ready to answer any questions you have.

Brandon Grover, Asset Coordination Manager for Public Works, said this is something we've started for the past couple of years, coming before you in October to really remind you of what we're going to be doing majorly next year. That way as you get question from your constituents you can remind them of the processes that were going on.



First ones that we want to highlight are the Engineering Division projects. These are the ones that are put out by the folks on the 7th floor. Of course, we have our Annual Street Preservation Program which is a big push that everybody's really focused on. We'll be coming back to you

again next month, as well as highlighting our future projects, but to highlight the Street Preservation Program even more in-depth. To reveal a little bit more of the data that we've got so far.

The Holliday Dr. reconstruction, for anybody who's driven out in the area of 65th & Holliday Dr. recently, it is now back open. The settlement area over the mines has been fixed. The road is back open. We'll be doing the second phase of it, which is installing monitoring cable which I'll highlight here in a minute. Safe Routes to School, we will be continuing that with our William Allen White, West Middle School and Frances Willard Elementary School projects.

Leavenworth Rd. Phase 2, we will begin our kickoff. We've started design now and I'll highlight a little bit of where we're at with all that. Holliday Dr. bridges, we've got two bridges we're going to be working on just a little bit further west, out towards the Lake Quivira area before you get to 435.

Bridge 223, 36th & Ohio Replacement, we wanted to bring this up specifically because we mention ed this to you guys during the budget season. Originally this was put out for 2022, due to some conditions that happened due to a lot of the rains we've had and the also talking with the residents in area, we needed to move this up. We've worked with Finance, Budget and the Administrators Office to get the approval to reallocate some funding from a different project. It was called the 11th St. Bridge over Jersey Creek. The reason we chose that one was because the bridge at Jersey Creek is still structurally fine.

Also, with the Northeast Master Plan going on, we decided we didn't want to put in a new box structure there that's not going to go with the flow of the overall master plan for that area for the next 100 years. We're going to wait until that plan gets ironed out a little more. Bring that project back in and put a con span bridge or some other structural bridge that looks appropriate for what we're trying to do with that area. You will be seeing some movement on this area coming soon.

In our Priority Traffic Signal Program, our focus next year is going to be improving our fiber corridor network. Along State, Parallel, Leavenworth Rd. and some of the other areas with our major fiber corridors that need traffic signal improvements. That's what we'll be focused on, on those.

To mention our Street Preservation, currently next year we're looking between our debt and cash funds on about $5M. That's a little bit better than we've been doing in prior years. Its going to help us do a little bit more especially with our new proactive approach of treating our roads with surface treatments similar to what we've done in a couple of areas this year as opposed to just our regular mill and overlay.

Leavenworth Road, Phase 2; as I said we're currently in design for this. We've had one public meeting recently in the last couple of months. We will have another one soon, the date hasn't been set on that, but we'll let everybody know when that date comes. The reason we want to let everyone know about this is because some utility work will probably begin in summer to fall of next year to get out ahead of the project that we're hoping to bid in 2020. Being this is a partnership with KDOT, KDOT kind of mandates that all the utility work be done before the project is bid. We're trying to get that out ahead further, that way we're not delaying anything when it comes time. If you start seeing work out there, just know it's the utility work that's coming to you.

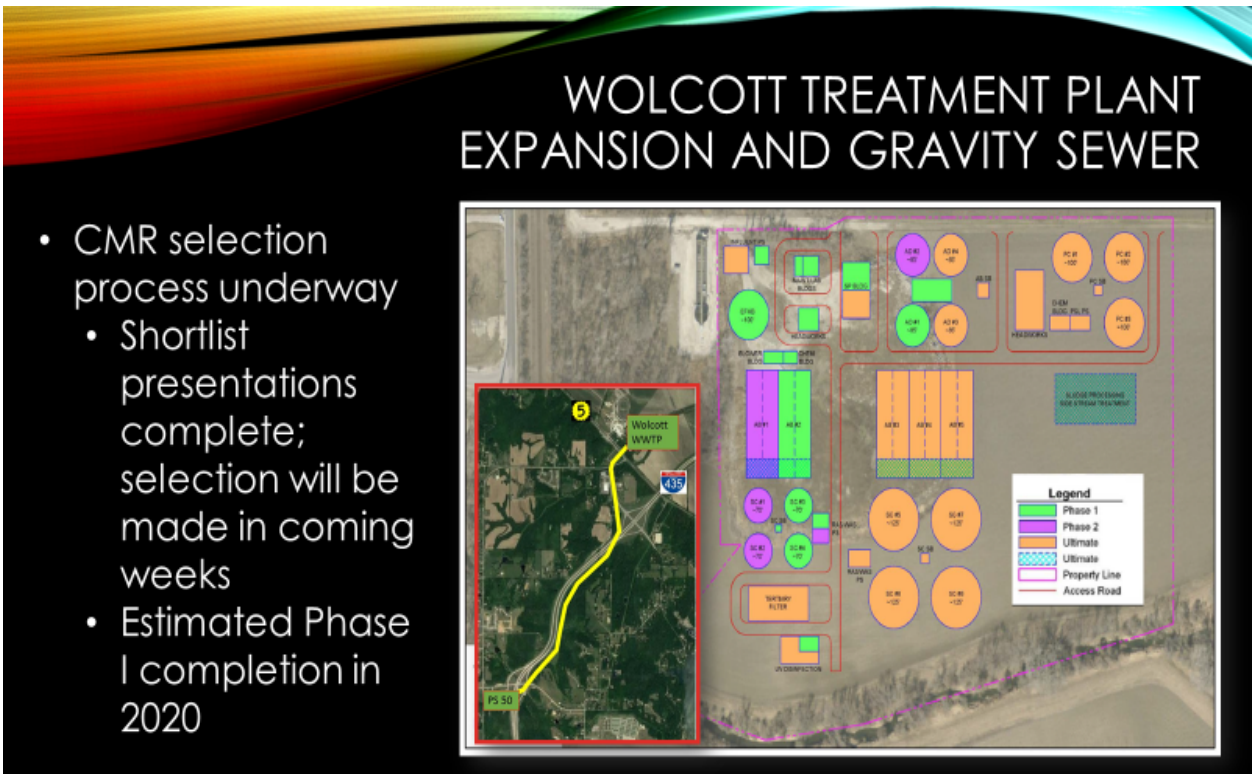
As I mentioned the Holliday Drive Bridges, we've got two bridges that are highlighted by green stars. The lower, I should have just said the southwest one, is just east of 78th St. That is this structure up here in the upper left-hand corner. As you can see, there's a lot of debris in the channel. The side is kind of crushed out a little bit. It makes it difficult for the guardrails to stay attached so it creates kind of a safety issue.

The other bridge in the northeast corner is right at 73rd and that's this lower left corner picture that you can see how very small that is. Now that's not filled in, that's truly just because the topography of the area, that's how big that box is. That causes some flooding issues over the winter of overtopping that road so we're trying to fix that and make it a little more safe as well as we're running into some of the guardrail issues as you can see.

I mentioned the Holliday Drive Replacement and how Phase 1 is already completed, Phase 2 the monitoring portion. We're installing cable in the ground that will alert us to any future settlement, that way we can go and put it out—that will automatically alert flashing signs to let anybody traveling that road. That will also alert staff, so we can go out and close gates and access the roads if the condition needs it.

Water Pollution Control has several projects they're going to be working on. Our Annual Storm Sanitary and Pump Station Repairs and Treatment Plant Repairs, it's a $10M chunk that goes towards fixing our network. It's a huge huge project or huge huge projects, multiple, but it's vital to the operation of our system. Sewer Maintenance Facility Relocation; currently we've looked at several different sites and kind of got one now that we're re-evaluating to make sure that's where we want to put a new maintenance facility. It's more centrally located in the city. That way we can dispatch personnel appropriately whenever we have issue come up.

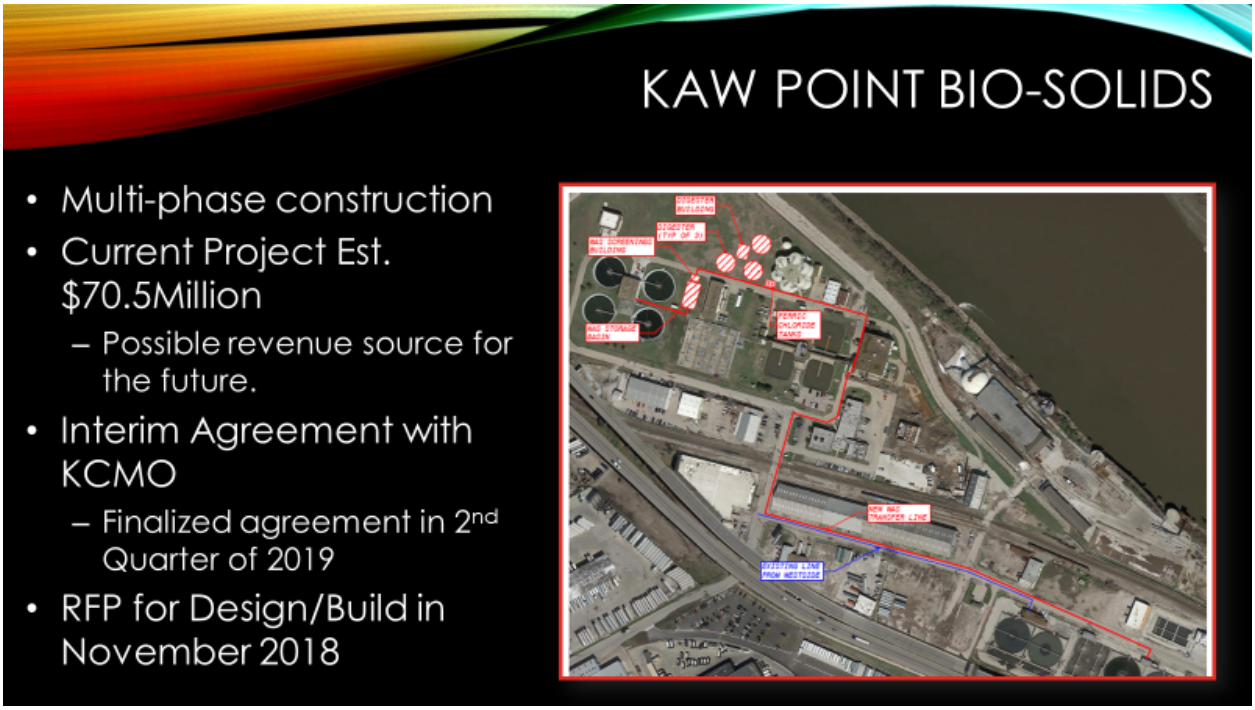
Call Point Bio-Solids, I'll touch on here in a minute with a different slide. The Piper Creek Interceptor is a project to expand the sewer network system in western Piper that will accommodate current needs as well as some future expansion out west. You're talking north of Leavenworth Rd., about 126th to K-7 area, that whole kind of area in there.



Wolcott Treatment Plant; I'll touch on here in a minute. The 77th St. Troup Ave., 96th Line Replacement. Just south of the intersection of 78th Parallel there's a very large storm line that runs underneath the road. A couple years ago we had a couple of small failures that we did some repairs to. The line itself is a big old corrugated metal pipe that needs to be replaced so we're going to replace that finally. That way we we've got a good structure in the ground for the next 100 hundred years hopefully.

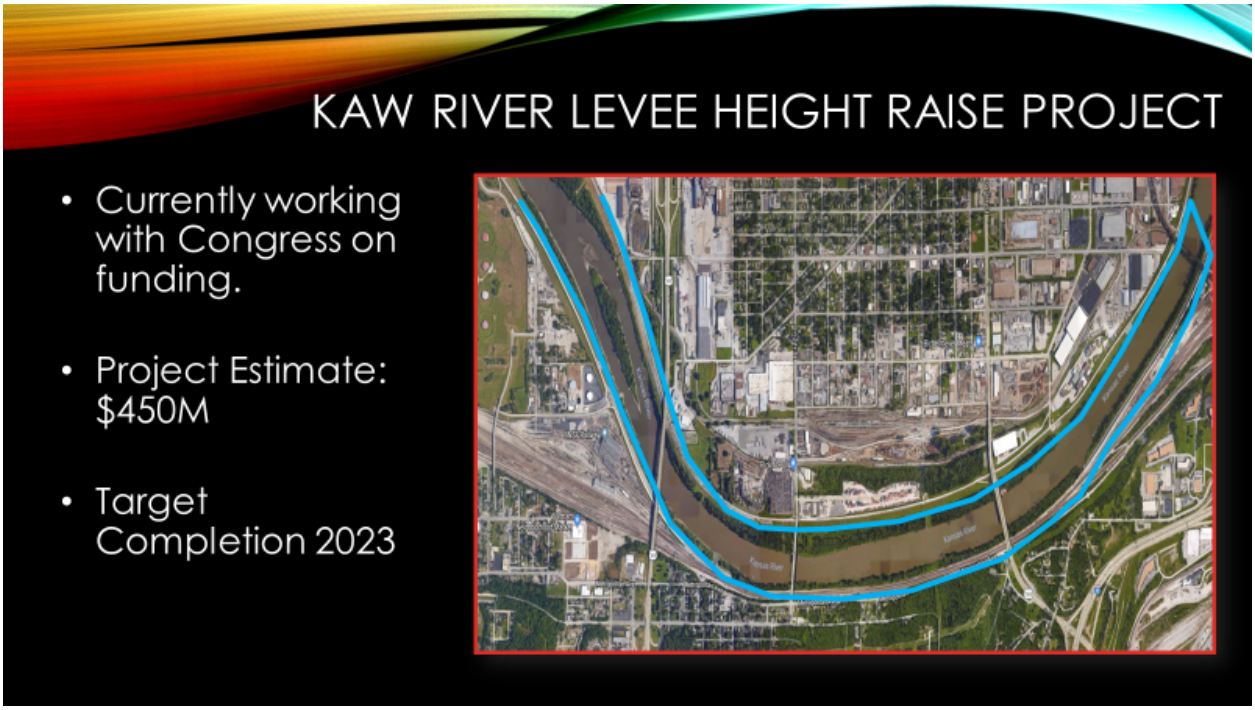
The Kaw River Bank Stabilization, I'll talk about in a minute as well. The Wolcott Treatment Plant is something that's been big that everybody's talked about for a few years. The Construction Manager at Risk selection process is currently underway. We've shortlisted several contractors that have bid proposals to us. We should have the selection finalized by December.

Currently our estimates for Phase 1 completion, which is the green colored area, as you see on the map, by 2021. That way we'll have everything up and running. We'll be using the current treatment plant. It's this little sliver right up here, we'll be using that in the meantime. It's what's been functioning out there for a very long time and just needs a little help. The Kaw Point Bio-Solids, I'm actually going to let Jeff kind of touch on this, he knows a little bit more about it than I do.



Jeff Fisher, Public Works Director, said you might recall our discussions about this project prior to budget. We continue to work through an interlocal agreement with KCMO, and interim agreement and then followed by a wholesale agreement which I think will be in place in the second quarter of next year. In the meantime, we're working on our fee, should be out in the month of November to select our design/build partner.

Mr. Grover said the important thing to take away from this is that $70.5M price tag you see up there isn't something that's going to hit us all at once. We've got it phased over several years. Also, keep in mind that this is a possible revenue source moving forward for us, so it will help pay off some of some of that and also bring some money into us to help with other future advancements.



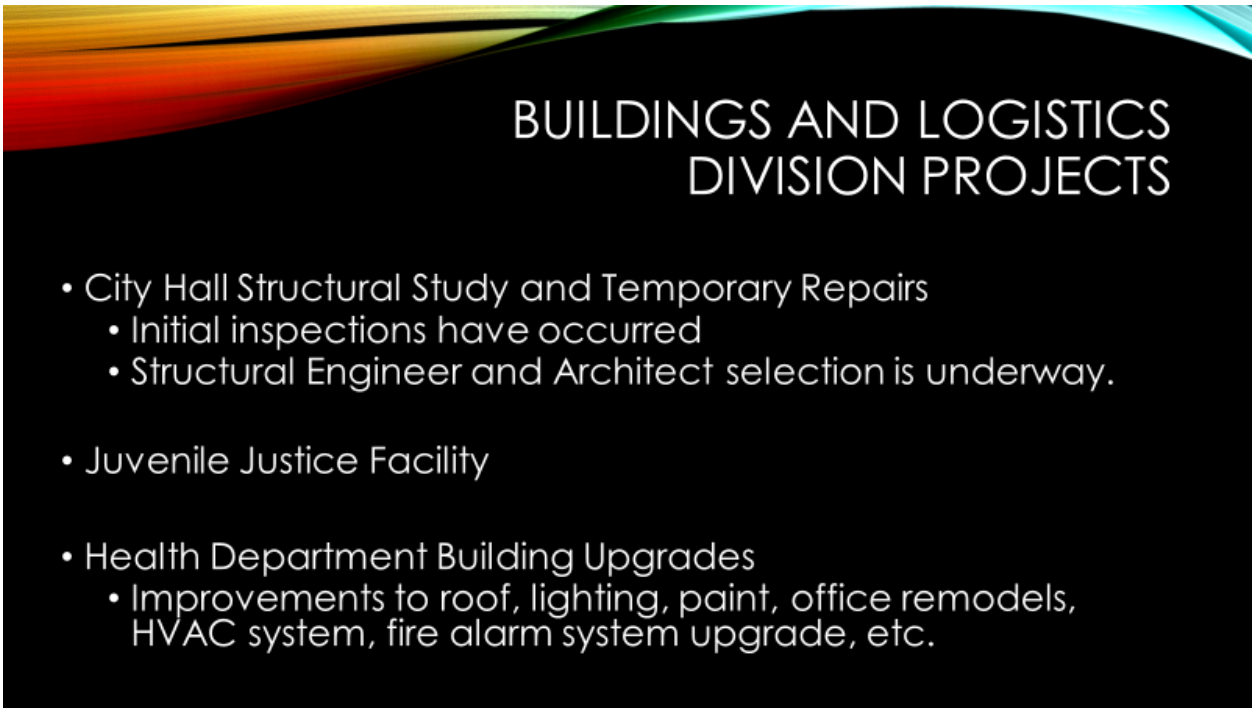
Kaw River Levee Height Raise Project; I'll actually let Jeff continue on that one since he's been involved. **Mr. Fisher** said Melissa Sieben might want to jump in too if I miss anything. We're essentially just waiting on Congress. They've essentially approved a word of bill but we're waiting on a correction to that to make the two projects one on-going project so that we are fully funded.

Melissa Sieben, Assistant County Administrator, said I can update as of today. Right now, what we have is the word of bill for 2018 has passed both the House and the Senate. It is waiting on the President. Apparently, there is some things that are going on out west that are causing him to delay his signature. I'm not sure exactly what that is, but it has nothing to do with emergency declarations or anything related to that.

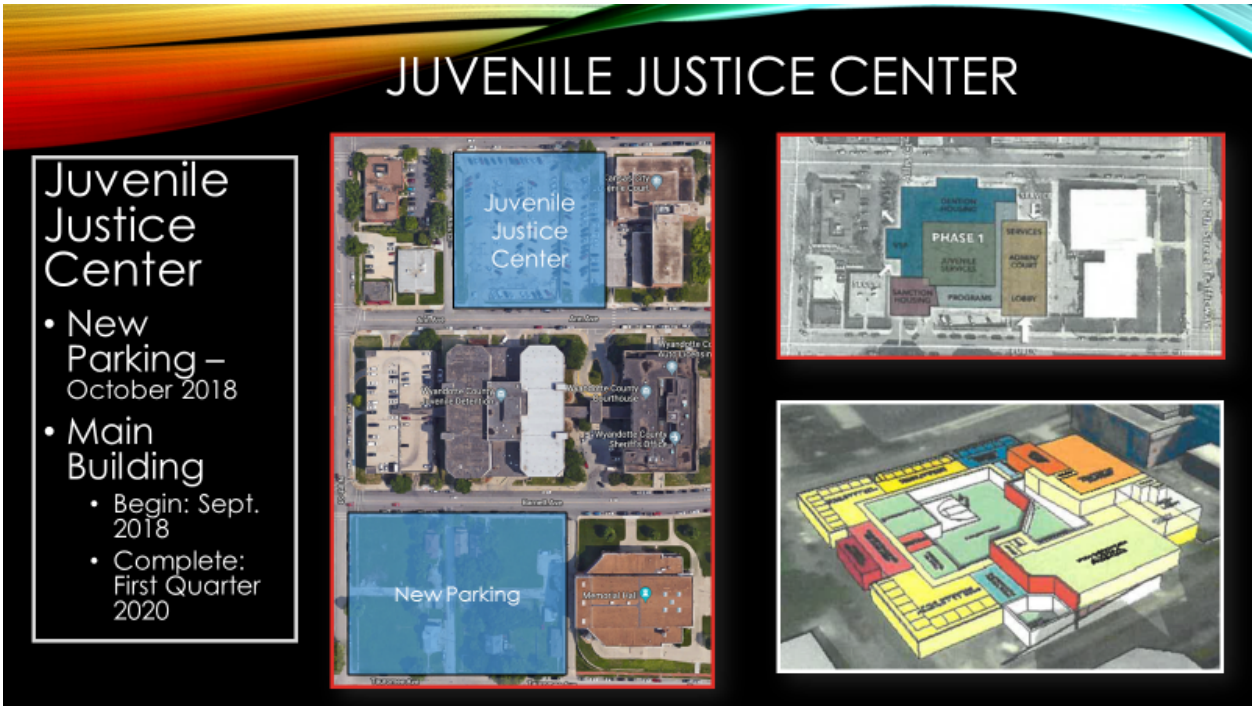
We also are waiting on a management report that was passed by the House to actually pass by the Senate. That's got the fix to merge the two projects. Just a caution, that the word full funded pertains merely to the design and construction. It does not pertain to real estate acquisition or utility relocates.

Commissioner Philbrook said I just want to say something that you didn't mention, but I'm sure a lot of us will be delighted about. Is that after this goes in, the stinky smell goes away. **Mr.**

Fisher said the Kaw Point Bio-Solids Project. **Commissioner Philbrook** said yes sir. **Mr. Fisher** said as we know KCMO is the stinky part of that, you're right. **Commissioner Philbrook** said but the smell does not respect the State Line. **Mr. Fisher** said you are correct.



Mr. Grover said I will quickly highlight a couple of Buildings and Logistics Division projects that will be going on. The first one is the City Hall Structural and Study and Temporary Repairs to the building that we're in now. There have been some initial inspections have been done periodically of the past several years and our engineers and our staff down in Building and Logistics have been working with a structural engineer and an architect on how to make some repairs, in the temporary time before we can do some real major fixes to the building. The Juvenile Justice Center everyone's familiar with and we'll highlight that in a minute. The Health Department to our east, there's going to be some major improvements going on over there. The roof, lighting, HVAC, fire alarm system and other smaller things through out the building as budget allows.



The Juvenile Justice Center as everyone's probably seen, we've got a big hole just to our west and north a little bit. We've started and almost completed with the parking lot. The original opening date for the new parking lot was supposed to be September, but due to all the rains we had it just kind of forced everything back. We're anticipating being completed within the next week or so, so by the end of this month with that. We're still looking on schedule for September for completion of first quarter 2020 for the Juvenile Justice Center.

Finally, we want to give a couple of updates on some of the projects from 2018 that are still ongoing or that have wrapped up, to give everybody some information about. Leavenworth Road, Phase 1, anybody who's driven the stretch from 38th to 63rd, has seen all the work that's going on out there. Really from 63rd to about 52nd, is really close to completion. There're some final punch list things we're working on, but for the most part that's the look and feel that you're going to get throughout that corridor. I think that we can all agree that it has a really good feel to it.

The Downtown Grocery Store Infrastructure Improvements, as everybody's been involved with that, Public Works has been brought in to look at our roads down here in coordination with some of the stuff that Zach brought forward earlier. One of the other things that we've looked at is the parking. Given that the new grocery store is potentially going to take up some of the parking in the Reardon lot, we've had to look at a couple of ideas. I'll have a slide in a minute about how we're thinking about fixing some of that.

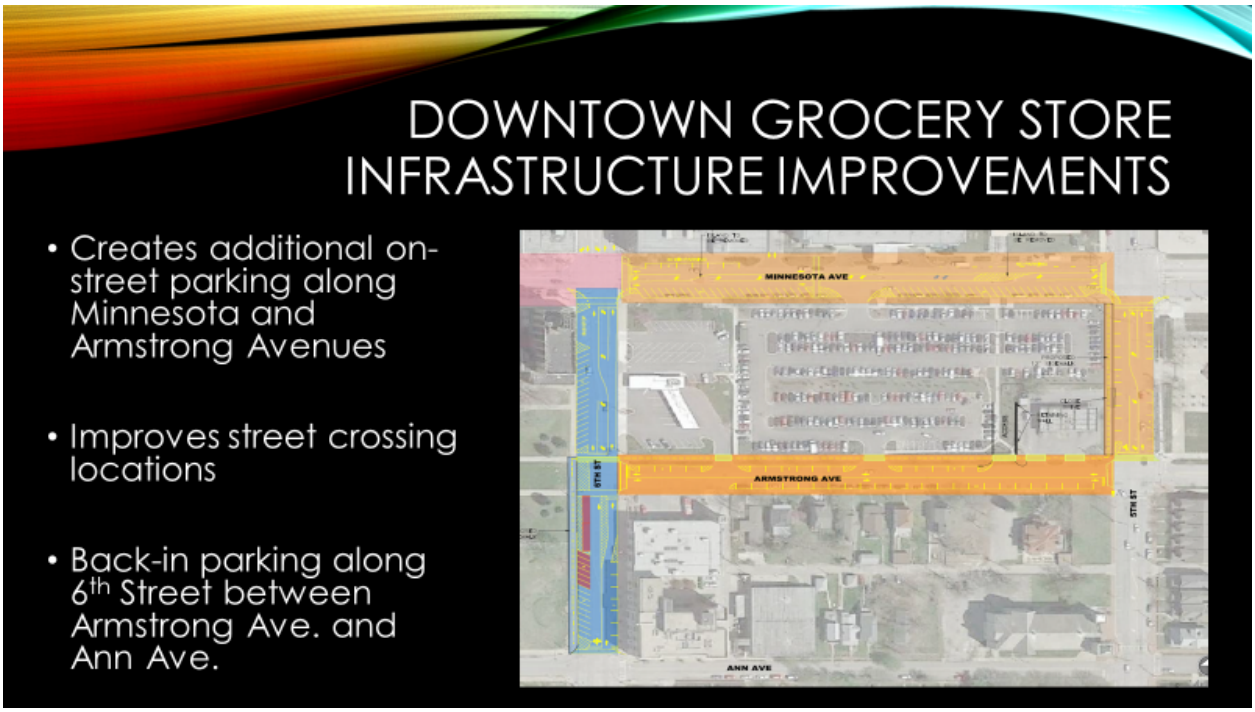
The NRSA or Census Tract 422 area, we have our site selected. We've got quantities on what we're going to be doing. We should be bidding that within the next month or so, by spring of next year. When everybody's ready, the ballfield that's just north of Park Dr. on 27th, will have some new sidewalks, some new curbs, a new parking lot and some new storm drainage to keep it from washing out every time water runs down the edge of the road. This is the first step in many of this whole NSRA area that we're going to be doing. We've got several projects planned out for

the next five years and we'll be bringing those to you as we start developing them even more.

The Hutton Road Improvements, the Phase 2 Improvements, that have been going on for quite a while, those have bid out, those have been awarded to a contractor and will begin starting those in the spring. That way we can coordinate the construction of some of the underground implements with the fire station. That way we're not having to rip up anything new.

Commissioner Bynum asked so what we've seen occur up to now, is that utility work. Mr. Grover said yes.

Mr. Grover said the last thing I want to highlight it's a piece of our Pavement Preservation Program. MAQS or Modified Aggravated Quick Set, this is something that we have done. Ill get to that in a second, sorry, I got ahead of myself.



This is what I as referring to earlier about the Downtown Grocery Store Infrastructure Improvements. As you can see, you might not be able to see that great because of the colors, but some of these areas now have diagonal parking on the roadways where they were just parallel parking before. We're doing that in several areas. We're improving some of the crosswalks, making them more visible to the public so that way everyone knows where they should really be

crossing. We're looking at changing some of the traffic patterns just a little bit. This area down here between Armstrong and Ann, along 6th, where the fire department currently parks a lot of the large implements or has other squad, other vehicles there, we're looking at doing something new to our city and that's that back in parking. It's going to be an interesting little practice.

Troy Shaw, County Engineer, said I'll go a little bit more on this. I just want to point out what we've shown here is strictly striping and that's what we're planning on doing first. Between the curb, existing curb line, so it should be minimal cost. The condition of the roads now and the construction that's going to happen with the grocery store is giving us the opportunity to put the striping down without redoing the roads, which we typically don't do. It gives us a good opportunity to try it out and see how it works and then once the construction is further along and we're not having to worry about construction equipment tearing up roads, we might come back in and whether we put mill and overlay or micro surface, treatments on the and then restripe it again. It gives us a good opportunity try out the striking plan before we actually put it on a new pavement. That's kind of what we're focusing on here and we're still—this is an in-work sketch right here. We haven't gotten the final one done. Commissioner McKiernan's here and we'll let you know and we'll set up a meeting with you just so you can have the chance to review it. I just want to make sure you know that.

Mr. Grover said what I started jumping ahead to a minute ago, was our Modified Aggregate Quick Set Pavement Preservation Projects. We did two this year. On Quindaro Blvd., from 7th to 22nd and along Metropolitan from 635 to 55th. For those two areas, based on the amount of payment that we did, it was really about 5 ½ miles. Total cost to redo that if we're doing a mill and overlay, it can be about $675,000 to $700,000. We did this, including crack ceiling, pavement marking, the new surface and all the required traffic control for 375. It's quite a bit cost savings, it gets a lot more bang for our buck. Extends the life of the of the pavement itself as opposed to really just kind of redoing the pavement. As I think most everybody's who's had contact with people in those areas, it looks good, it drives well. There's not any kind of real issues with it. I even have a little video here of how it was applied on Metropolitan. We've shown you videos before in other cities, but it's nice to see something in our own area. (Video was shown.) What you're seeing here is there's an emulsion mix that's being fed out the back of this truck into this hopper and it got two auger screws that are spitting it out in this box. There's a squeegee that follows behind and lays it down. What we're doing here is actually a quarter inch aggregate, we can go all the way up to a half inch aggregate which we'll be doing on arterial roads. It gives it a little more strength to it for holding up to heavier traffic.

I'm walking at a pretty good clip right now and I'm keeping up with up it. You'll see in a minute once I stop. This is actually how fast the process goes. We closed down one lane of Metropolitan for about an hour while they ran the entire length. They switched traffic over and did the other side. **Commissioner Markley** said it was literally, I left for work in the morning, I came back for lunch and it was done, it was really quick.

Chairman Bynum said you know Brandon, the way that you describe that machine working, that's exactly how I thought it would work. **Mr. Grover** said glad to hear that. **Chairman Bynum** said I've been on both those roads and they both look great, they really do.

Mr. Grover said in addition to, and what we consider kind of an added bonus, if anybody's driven on them, you know they are a little bit noisier than the freshly rolled asphalt road. It's kind of natural traffic calming in a way. You hear a louder sound, you're going to go slower.

Commissioner Johnson said I noticed that, hats off to you all for that. Quindaro looks great, I

came and saw the striping the other day, it looks great. My only complaint is you stopped where my district starts. You stopped right where my district starts, and I was hoping you would take it at least down to 27 St., just a small oversight. **Mr. Grover** said well, Commissioner, that was the plan, budget kind of limited us. **Commissioner Kane** said welcome to the crowd. **Mr. Grover** said this is the procedure or the process we're looking to do a lot more of this coming year.

Commissioner Philbrook said what was the road rated at before you did this, since you made me go out and drive. **Mr. Grover** said Quindaro and Metropolitan were both rated between 65 and 75. We'll actually be doing this process and a newer process that they developed called pressure pave where they actually pressurize cracked sealing down into the pavement to seal it up even more, on roads that are a little bit less condition, pretty much all the way down to 45.

Coffeyville, Kansas has given them the worst roads that they had that were mill and overlay condition and they said we don't have the money to mill and overlay it, do something. They're are putting these on roads that technically should get a rebuild at a 45 and getting ten years out of a life of them. **Commissioner Philbrook** said oh, praise the Lord. I'll never see a road the same anymore. Every road I drive down now I'm rating it. I want you to know Johnson County has some pretty cruddy roads, just to share.

I do appreciate you giving us that list to look at and to see how you are rating things. I really do appreciate that. You're thinking that on a 50 that you can do the deep pressure injection and then this over it? **Mr. Grover** said yes. **Commissioner Philbrook** said okay, I'm loving it. I really do appreciate you changing everything and as again, hearing at the Kansas Association of County's last week, this is all new stuff that a lot of places haven't thought about doing yet. **Mr. Grover** said yes. **Commissioner Philbrook** said thank you for being ahead of the curve, really thank you very much.

Mr. Shaw said actually I just want to say, you are looking at roads all the time, you're starting to sound like and engineer, so be careful. **Commissioner Philbrook** said how much does—when I quite here then—**Mr. Grover** said there is a consultant fee out there somewhere for you I'm sure. Now you see what we do, everywhere that we drive. Whether our city or not we're looking at curb's sidewalks, ADA ramps.

I know Troy and I have been driving in other cities, we're like that ADA ramp is not

compliant. That roads failing. Like, this is horrible. Why are we thinking like this?

Chairman Bynum said I think that was an information only item, but we really appreciate it. **Mr. Grover** said thank you very much. We'll be back in November for our 2020 to 2024 projects and an update on the Pavement Preservation Program even more. **Chairman Bynum** said that's where our homework comes in.

Action: For information only.

ITEM NO. 12 – 18468…GRANT AWARD: FEMA (FY)2017 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM

Synopsis: The Fire Department's Fire Prevention Division's application for the FEMA (FY) 2017 Assistance to Firefighters Grant Program - Fire Prevention and Safety Grant in the amount of $112,024.00, has been accepted and awarded by the Department of Homeland Security, submitted by John Droppelmann, Fire Marshal, Fire Department.

John Droppelmann, Fire Marshal, Fire Department, said it's just information for you all. On August 17th, we received information from FEMA. This is kind of a third times a charm. I've tried for this grant the last three years and with some meetings that I attended with Melissa, through SOAR, applying some stuff there. They want to know what the Fire Department do about these houses that continue to get burned and we got tips on some them. We just don't have the personnel to sit on them.

I wrote a grant for wireless surveillance system and finally got it. I believe FEMA is putting in $112,000 and the Fire Department is coming up with the other $5,600. We do have plans for sustainability for it through the Fire Departments budget. Possibly, expand it to other jurisdictions if they want to be a part of it. **Chairman Bynum** said appreciate your perseverance. It's an information only item, we appreciate you sticking around to tell us.

Commissioner Philbrook said I want to tell you thank you because I'm aware of some of the things you're going to use this for. I really really do appreciate you being so inventive and innovative. **Mr. Droppelmann** said it's a system that used by most of the law enforcement

agencies around, KBI and DEA, who we work really closely with and actually have borrowed some from them from time to time. As you all know there's a lot of dumping grounds in areas in our city where the police can't patrol it, and we can't, but with this system we should be able to keep an eye out and hopefully prosecute some of these people.

Action: For information only.

Adjourn

Chairman Bynum adjourned the meeting at 7:09 p.m.

mbb

PUBLIC WORKS AND SAFETY
STANDING COMMITTEE MINUTES
Monday, November 26, 2018

The meeting of the Public Works and Safety Standing Committee was held on Monday, November 26, 2018, 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: Commissioner McKiernan; Gordon Criswell, Joe Connor and Melissa Sieben, Assistant County Administrators; Kathryn Devlin, Assistant Counsel; Misty Brown, Deputy Chief Counsel; Reginald Lindsey, Budget Director; Kathleen VonAchen, Chief Financial Officer; Jeff Fisher, Executive Director of Public Works; Patrick Waters, Senior Attorney; Susan Alig, Assistant Counsel; Jeff Fisher, Executive Director of Public Works; Mike Tobin, Deputy Director of Public Works; Brandon Grover, Asset Coordination Manager for Public Works; Zachary Flanders, Planner in Planning Dept; Troy Shaw, County Engineer; Michael Callahan, Fire Chief; Mike Taylor, Public Relations Director; Rob Richardson, Director of Planning; Assistant Police Chief Waldeck; and Officer 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 September 17, 2018**. On motion of Commissioner Kane, seconded by Commissioner Philbrook, the minutes were approved.** Motion carried unanimously.

Committee Agenda:

Item No. 1 – 18507…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.

Susan Alig, Assistant Counsel, said I brought Assistant Chief Waldeck who can explain a little bit more about why the tasers are needed, but the reason that we're in front of you all, this is technically a lease-purchase agreement which needs to be approved by the Commission. We are getting the equipment upfront and paying for it over a number of years. **Chairman Bynum** said you want to go-ahead and just tell us a few details. **Ms. Alig** said sure.

This program will allow us to make tasers mandatory carry for all officers that will be on the CAD which means all officers that will be subject to calls for service. Currently we don't have enough tasers and the tasers that we have are starting to be outdated and not under warranty. This is a program offered by Axon which is a five-year payment program. It's an incentive to update all of the tasers and also we get training cartridges and battery cartridges and the actual taser fire cartridges included in this along with a maintenance agreement. This will allow us to, again, make taser mandatory carry.

Action: **Commissioner Kane made a motion, seconded by Commissioner Markley, to approve**.

Commissioner Philbrook said I read the contract, it's pretty phenomenal. You guys did a great job. I don't know if they're doing this with a lot of the communities or not, no interest charge and all that for five years, that's pretty doggone good. I'll take no interest. Then the other thing is that with this, I do have a question. How long are tasers normally good for? I mean what kind of warranty time?

Ms. Alig said this Officer Scott Kirkpatrick and he has actually been in charge of the Taser Project with the Kansas City, Kansas Police Academy and he can explain a little bit more about that. **Officer Scott Kirkpatrick** said the tasers are generally only good for six years. When we purchase the tasers they come with a one-year warranty. As a general rule the Police Department goes ahead and extends that and gets a five-year warranty to cover those. At this time the majority of our tasers on the Police Department are well outside of that warranty and are not guaranteed through Axon.

Commissioner Philbrook said thank you. I just wanted a couple of things clarified so the public would be able to know why we are jumping on this, thank you.

Action: Roll call was taken and there were six "Ayes," Groneman, Philbrook, Markley, Kane, Johnson, Bynum.

Item No. 2 – 18508…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.

Katie Devlin, Assistant Counsel, said we have a resolution for authorizing the Fire Department to donate used walkers to Piper High School, Tonganoxie Fire Department, and the Historical Society.

Action: **Commissioner Markley made a motion, seconded by Commissioner Johnson, to approve**.

Commissioner Philbrook said you might just want to say, there is some volume to them, but we're literally giving them to them with our blessing of them being able to use our old stuff. **Fire Chief Callahan** said correct, they're obsolete to us. We've upgraded our lockers and our prevention of cancer for our firefighters. They do have a little bit of scrap value but they're very old but they're great for other departments. **Commissioner Philbrook** said we might as well share. **Fire Chief Callahan** said I agree.

Action: Roll call was taken and there were six "Ayes," Groneman, Philbrook, Markley, Kane, Johnson, Bynum.

Item No. 3 – 18517…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.

Susan Alig, Assistant Counsel, said I submitted red lines showing the change to the policy. We noticed a discrepancy in the liability language that our block party applicants were being asked to agree to. In the policy it was very broad liability statement, saying that whoever applied for a block party would be liable for basically whatever happens to anybody during the event. In our application we had slightly less broad language that just says that the Unified Government is not going to be liable. We changed our policy to match the application. **Chairman Bynum** said the language in the policy will be we're holding the UG harmless. **Ms. Alig** said yes.

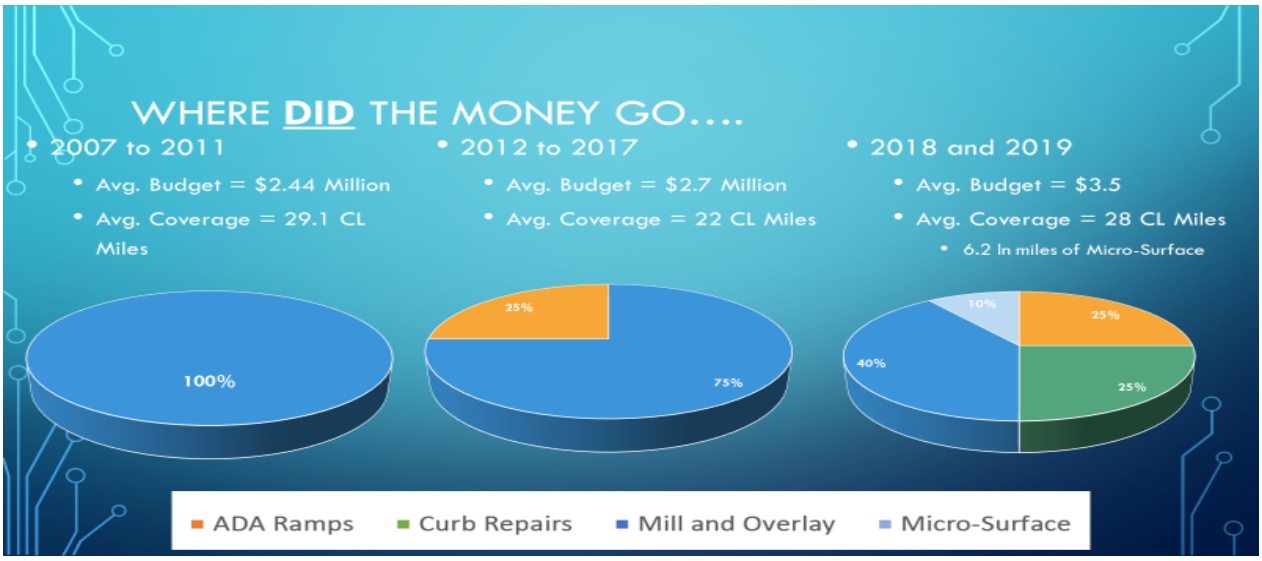
Action: **Commissioner Kane made a motion, seconded by Commissioner Philbrook, to approve**. Roll call was taken and there were six "Ayes," Groneman, Philbrook, Markley, Kane, Johnson, Bynum.

Item No. 4 – 18520…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.

Troy Shaw, County Engineer, said we're here to discuss the payment preservation. We've had a couple meetings before this. This is the third in a series of three so what we will be presenting you with is some of the data we found and what we can do with this data. A very introduction of what we can do with that. It can get a lot more detailed than what we'll show, but it'll kind of give you an idea and we'll put some numbers behind what we've been talking about the last three times.

As you know, our current pavement or our PCI Index, our pavement rating is a 56, is what we determined last time. We've come to find out that's an average of our whole network. Brandon's going to go over that and kind of talk about that and where we can go from here. So, I'll turn it over to Brandon Grover.



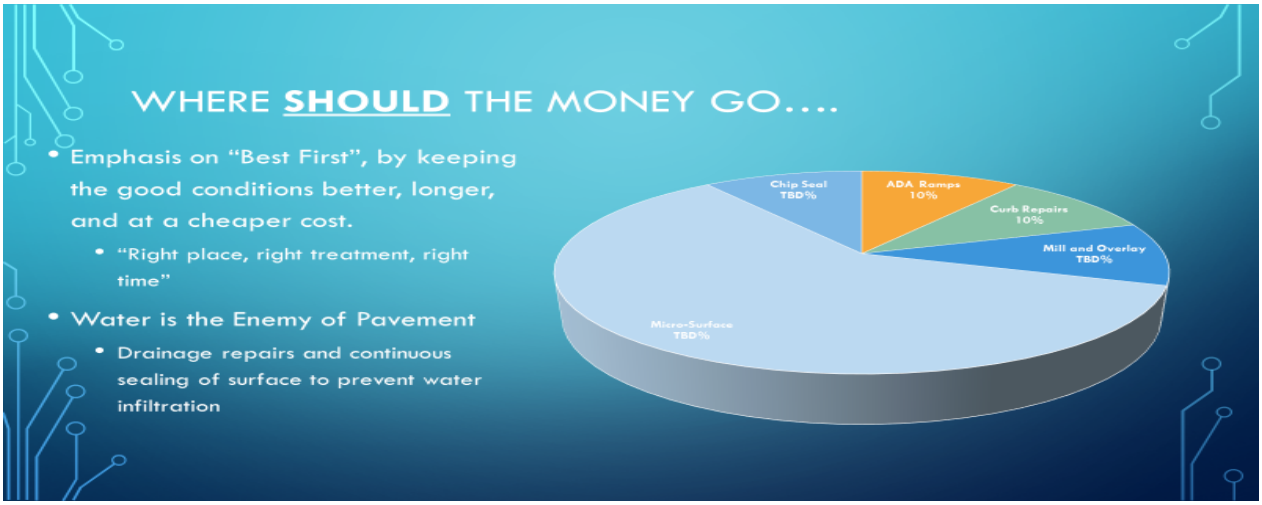
Brandon Grover, Asset Coordination Manager for Public Works, said as Troy mentioned, we wanted to highlight some of the information that we presented to you in a couple of our other meetings so far. Also, expand on that to show you what that data's really telling us and how it really gives us a look into what we can do in the future. Can't look into the future without looking into past.

We want to show you quickly some information about how our pavement money has been spent in the past. We kind of highlighted this about, you know a centerline miles and stuff before. What we really wanted to highlight is our budget back in 2007 to 2011, was an average of about $2.4M. We were spending on all that money on pavements. That was giving us about 29 centerline miles.

In 2012 to 2017, we came under our consent decree with the Department of Justice to do ADA ramps anytime we improve a street which is what a mill and overlay consist of. We had to take about 25% of our budget that we spent on our roads and put that towards ADA ramps at that time. That decreased our lane miles down to 22 and we were only increased about $300,000 over that time as an average.

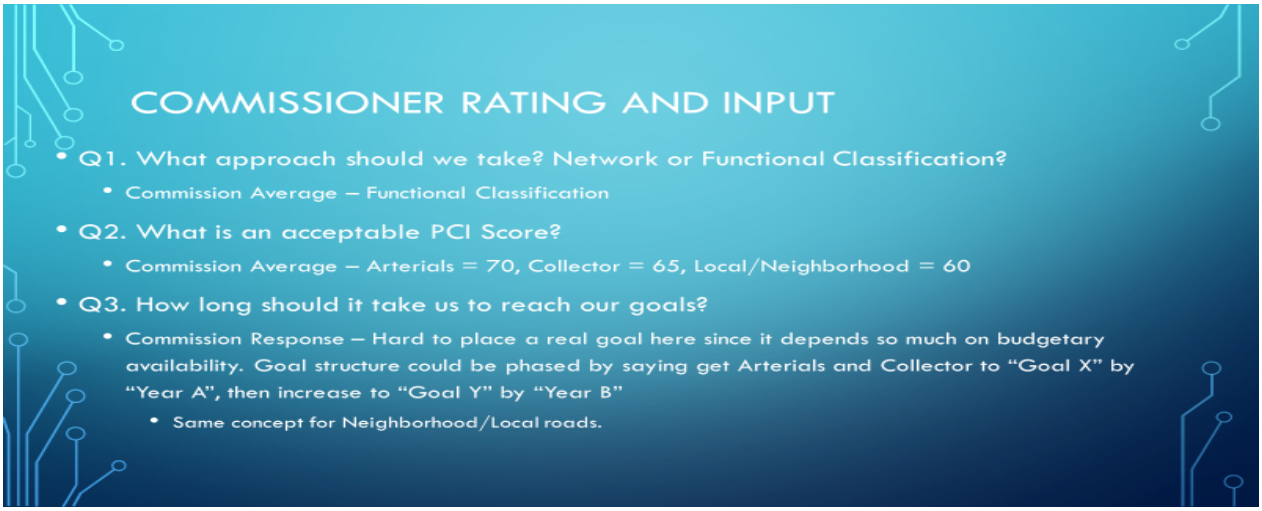
In 2018 and 2019, we even took another step further by having to do curb repairs as well because we started seeing a lot of curb failures which led to pavement failures where water was getting underneath the pavement themselves. So, we had to take another large chunk, another 25% of our budget for pavements and put it towards these. Between 2007 and 2019, we've really only seen a budget increase of about $1.1M which is quite a bit less than what you'd really see in like the cost of construction. Really, right now we're seeing somewhere between 5% and 8% on

that. Obviously, this doesn't cover that, as well as money we are taking out to do all these other pieces. We did gain a little bit of ground on that this year by including 10% of our budget or roughly 10% into a micro-surface which is what we did on Metropolitan and Quindaro. As everybody has seen, it allows us to stretch our dollars further and get a different coating on our streets.



What we're hoping to go for in the future is a little breakdown that looks similar to this. We want to put emphasis on keeping our good streets better longer. It cost us expediently less dollars, about a sixth of the dollar value if we're maintaining a road that's above a 70 MPCI, as opposed to one that is in a 40. By keeping the best first mentality and doing the right place with the right treatment, at the right time, it allows us to take our dollars to that next level.

Again, as I mentioned with the curb work that we've had to do, waters the enemy of pavements. As water gets under it you start seeing frost seams, you start seeing edge deterioration, things like that, that just cause our roads to fail even faster. The blueish kind of wedges of this pie are what we're anticipating to be able to put towards our pavements. We still know we're going to have to do some ADA ramps and curbs with this money, but we're hoping to do it a little bit differently then we have in the past.



On November 6th we sent out a request to you all, as commissioners, based on the driving that we asked you to do earlier in the year, to give us some information about what you see in our roads. We asked a series of five questions. The last two questions were more, did you find this helpful and what more do you want to see. We're not going to highlight those here.

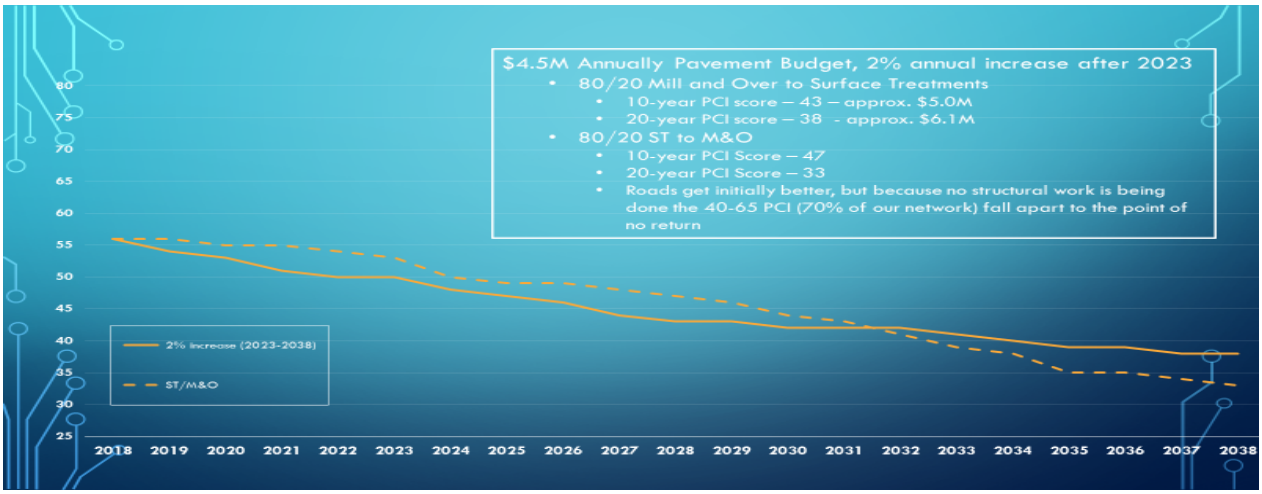
The first three questions were: what approach should we take. What we talked about earlier was a full network approach versus a functional classification approach. Based on the responses that we did receive from everybody, the consensus was that we should look at a functional classification approach because this allows us to assign a little different priority, and make sure that our roads that see the highest volume can see a better quality or see a more frequent high quality.

The second question is, what's an acceptable PCI score. Again, with us looking a functional classification we had to break this out versus arterials, collectors and neighborhoods. From the responses we did receive, we're looking at arterials around a 70, neighborhoods and local streets around a 60, and a collector somewhere in-between, usually probably 63 to 67 depending on what kind of condition it was in prior to the improvements.

The third question that kind of came into play is how long should it take to reach our goals. This is a really difficult one to put a real number to for many reasons. One is: we all know there are certain constraints to how quickly we can do these kinds of things. What was kind of recommended is that we come up with a staggered series of goals to basically say, okay, we want to get our arterials and our collectors to the goals we set-up by this time, or not even to that ultimate that 70 or 60, but say we want to improve them by 10 by this period. Then once we reach that we reevaluate and move our next set of goals. It would basically be goal X by year A

and goal Y by year B. We're looking at how to really develop those and we'll be coming back to you again with those kinds of things in the future to see how it all kind of pans out.

What we're getting ready to go into gets a little, not really technical, but it gets kind of in the weeds. This is the information that we've really been trying to get to. This is what tells us what our networks going to do over the next 10 and 20 years based on our projected funding runs. We're going to present three different model ideas. We'll kind of go through each one of them real quick.



This first one is a 2% annual increase starting past our current budget year 2023. Keep in mind, that 2% increase doesn't even really cover an estimated construction increases over those years, but that's the kind of increase we have been seeing in our budget. That's why we just kind of kept that trend moving forward. As you can see from the trend lines, the solid color line is if we

spend 80% of that budget on mill and overlay type activities, and 20% on surface treatments which are like the micro-surfacing and chip seal, the newer implementations that we've just started. The dash line is the inverse of that where 80% of the money is spent on surface treatments versus 20% on mill and overlays.

You can see that the dash line keeps us at a little bit more level pace a little longer. That's because we're putting—we're able to touch more miles so it holds it a little better. As you can see it falls off steeper because we're not really making any structural improvements. As we've shown in the bar graph before, 70% of our network is in that really dangerous category of 40 to 65 which means it has the greatest, its at the steepest part of the deterioration curb which means its going to fail faster and it's the most expensive to maintain.

Chairman Bynum said I'm just curious, a 20-year look seems like a pretty long look to me. I could see you projecting it out, I mean for our purposes 5 to 10. **Mr. Grover** said 10-years is built in here, you can see these 10-year scores. So, like if we do 80% mill and overlay, our 10-year score still drops from our current 56 down to a 43 and at that 10-year line our budget is approximately about $5M. If you do the inverse, 80% of our surface treatments and 20% of mill and overlay, we're a little bit higher at a 47. The key thing to think about is if you look down here where 2028 is on the bottom, you see the discrepancy between the two, but you also see how quickly the gap closes.

Commissioner Philbrook said just to clear it up for me, when you do a complete restructure of a street, when you get down to ground layer and start over again, how long do you expect that? What kind of life time should that have? **Mr. Grover** said what your talking about is what we consider a reconstruction and that's actually not figured into this. **Commissioner Philbrook** said I know. **Mr. Grover** said a complete reconstruction, if you go down to base, you re-stabilize that. You do the proper storm drainage, you can get probably 15 years without any kind of maintenance, but to get a real life out of a road you'd be looking at about 30 years with proper maintenance which is crack sealing, micro-surfacing and things like that. **Commissioner Philbrook** said go ahead.

Mr. Grover said that 30 years is basically—you can get 30 years out of it without doing structural improvements to it, per se. I mean you may have minor ones here and there as needed, but if you did the right maintenance on it and you mill and overlaid it on cycle, maybe at the 30 year you decide okay well it's mill and overlaid again, the base is still good, we've been taken

care of it, you might get another 20 years out of that as well. That's kind of where we're going with this. If we actually maintain a road like that, we can get maybe 50 years out of it before you really have to do major structural improvements to it versus the 20 that we're getting without doing improvements to it.

Commissioner Philbrook said then if we do the mill and overlay, then you are talking—you would do a mill and overlay on a poor base, right. **Mr. Grover** said in the past. **Commissioner Philbrook** asked I know we have, but we're talking about the future. **Mr. Grover** said yes, yes you are correct. **Commissioner Philbrook** asked and so you wouldn't, supposedly, so that would extend it 20 years? **Mr. Grover** said mill and overlay on a good surface gets about 15 years, again with proper maintenance.

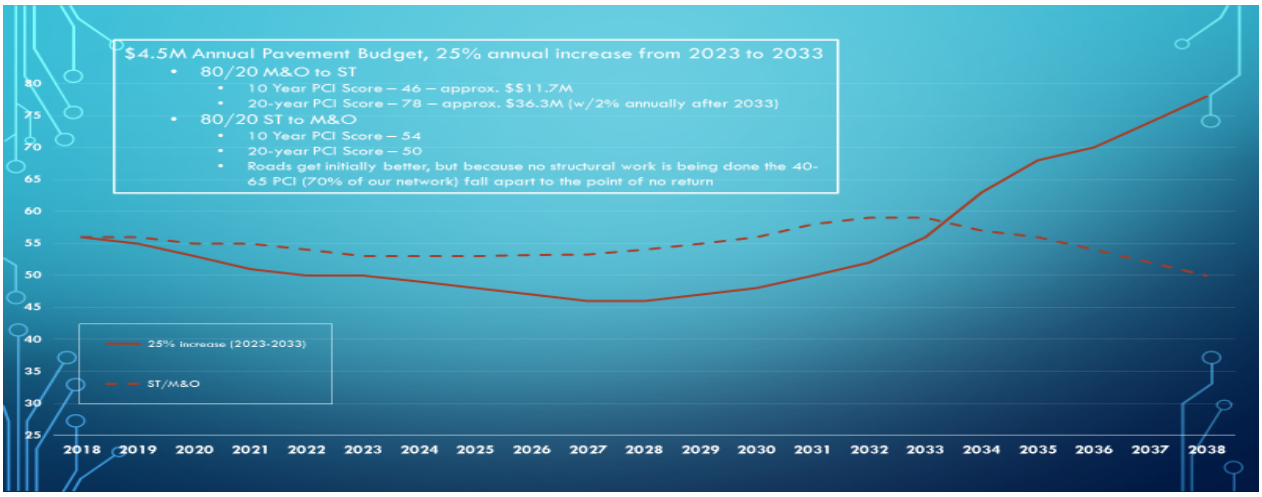
The thing to keep in mind about when you're looking at those two options, the full reconstruct going down doing the base, and all of that per mile on a collector type road is about $2M to $2.5M a mile. **Commissioner Philbrook** said right. **Mr. Grover** said resurfacing, is about $120,000 to $150,000 a mile which is why we've historically done so much more of that as opposed to the reconstructive, fixed the bases, just because as you know our budget didn't allow for that. **Commissioner Philbrook** said it's figure out how much you're pay now versus how much you're going to pay within the next 20 years for that road. **Mr. Grover** said very true. **Commissioner Philbrook** said well I think I understand that, how's that. Then the new surfacing technique which I've driven a few places, say a little bit about that.

Mr. Grover said the micro-surface that we've chosen to do currently is getting, if you put on the right application which it is anywhere from about a 50 up to a 65, a couple cities have gone a little bit lower than that and they're getting about 10 years out of it. What we've seen for the right application is about 12 to 15, at really about a sixth of the price, about of a mill and over lay. **Commissioner Philbrook** asked for the sixth of a price of a mill and overlay. **Mr. Grover** said yes. **Commissioner Philbrook** said okay.

Mr. Grover said but it doesn't get you, its not any kind of structural stabilization, so it will still show some of the ravels that you see, but it seals the road and does not allow anymore water to get underneath it at that point. It's not a corrective course, it's a maintenance course. **Commissioner Philbrook** said then you just use your, whatever that is, when you go fill up the crack seal.

Mr. Shaw, said and you'll notice, Brandon emphasized a couple times for the right application, so your base has to be good, it has to be one of those roads that has been maintained

or done the right way, and you haven't let the base get bad to begin with. If you put it on that, you won't get that lifespan out of it because where it's failed before will eventually fail again. **Commissioner Philbrook** said thank you, I appreciate that. **Mr. Shaw** said no problem.

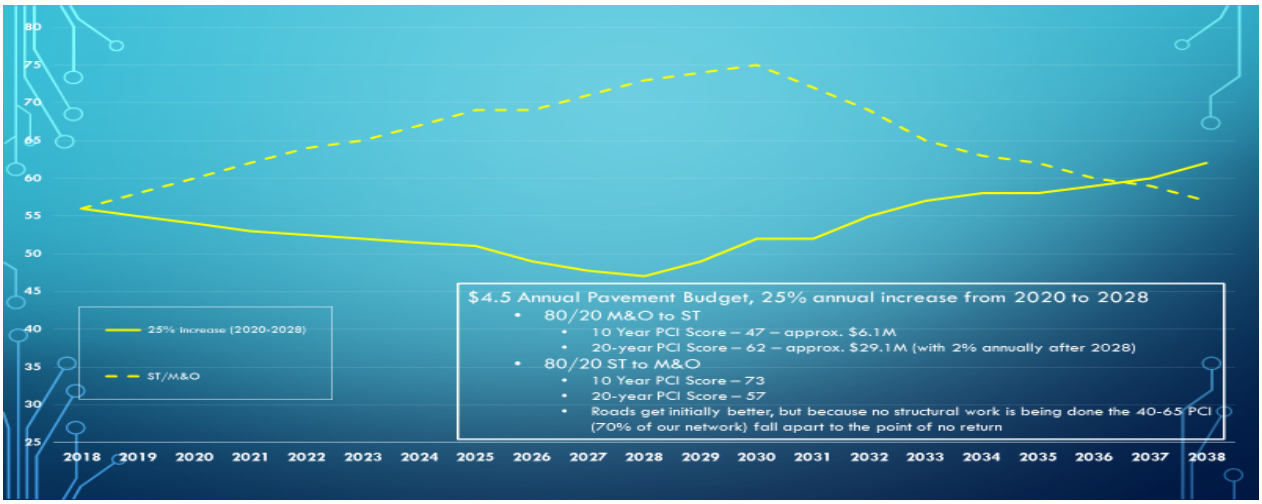


Mr. Grover said this next slide shows kind of another extreme case, we're again starting at that $4.5M after 2023 which is kind of where we're currently budgeted. This is showing a 25% annual increase all the way out to 2033. A 10-year period of 25% increase in budget. What that does for us is add that 10 years, it puts us up at about $11.7M and at that 20 years which is kind of—20 years isn't really the right number, it's actually 2033 from where we're at right now 15 years. It puts it up at $36M annually. That number seems incredibly high, but when you see what it can actually do for our network it is actually close to what is needed to make improvements at this time.

As you can see, if we do a lot of surface treatments again by the dash line, it holds us fairly steady for a while and we even gain a little bit, but we start falling back off again because we haven't made any real structural stabilizations. The mill and overlay, it goes down faster, but then we start building up quicker because we have a larger inflex of money in those outer years that allows us to do more mileage.

I'll emphasize again, the three cases that we're showing here aren't the ones we're saying choose one of these three. These are kind of some not really outlandish scenarios, but three options. What we're really even doing is something of a combination of all three of these because you just kind of have to. There comes a point when you don't have to do all surface treatments or 80% surface treatments. There comes a point where you can do 40% surface

treatments and or vice-versa. That plan will be coming eventually. We just wanted to show you what some of these numbers really show us. **Commissioner Philbrook** said I'll hold that question that goes right along with that, if you don't answer it. **Mr. Grover** said anybody have any questions on this before I move on. **Chairman Bynum** said you can just keep moving.



Mr. Grover said this next one is the, we call it the mountain slide just because of what you're seeing. This is a 25% annual increase beginning in 2020 and that 25% continues annually after 2028. That puts us at about $6.1M in 2018 and $29M annually in 2028. The reason this one goes up so much faster is because we see such an influx coming in sooner. This one starts in 2020, the other one, this other 25% one doesn't start until really 2024. So that four years of continual increase allows us to touch a lot more roads with these surface treatments which is why you see that peek coming up really fast and it makes our roads look great. Once you get to that point and we haven't done any structural stabilization to the roads, it really starts falling off the cliff a lot faster. Again, what we really want to shoot for is somewhere in the middle of this that allows us to raise our PCI in an appropriate manner that allows us to use our funds effectively.

Mr. Shaw said one thing that we'll look at this is basically how these graphs are set up. It's 20 years' worth of we're doing the same thing every year for 20 years. The way our models will work is every year we'll rerun the model. It might be this year we do need to do 80% service treatments and next year maybe its 10% service treatments. It just depends on how it comes out with how our system is. You can kind of see that peak here and that hits the—it gets really fast and it gets high because we're actually maintaining the ones right now that we're preventing from falling off over that cliff. That's kind of why you'll see the drastic difference between this one

and the previous one even though the numbers are the same and the years moved up four years, it makes a big difference. Just to point out that we will redo this every year and you'll see something different every year as the model runs and we keep calibrating the model to.

Mr. Grover said that four years is actually really vital because we have such a large percentage of our network that's in that 40% to 65% range, that 70%, that wave that's going to be failing at a faster rate. That next four years is actually very vital and that's why we chose to move this one up to immediately as opposed to out past our current budget of level.

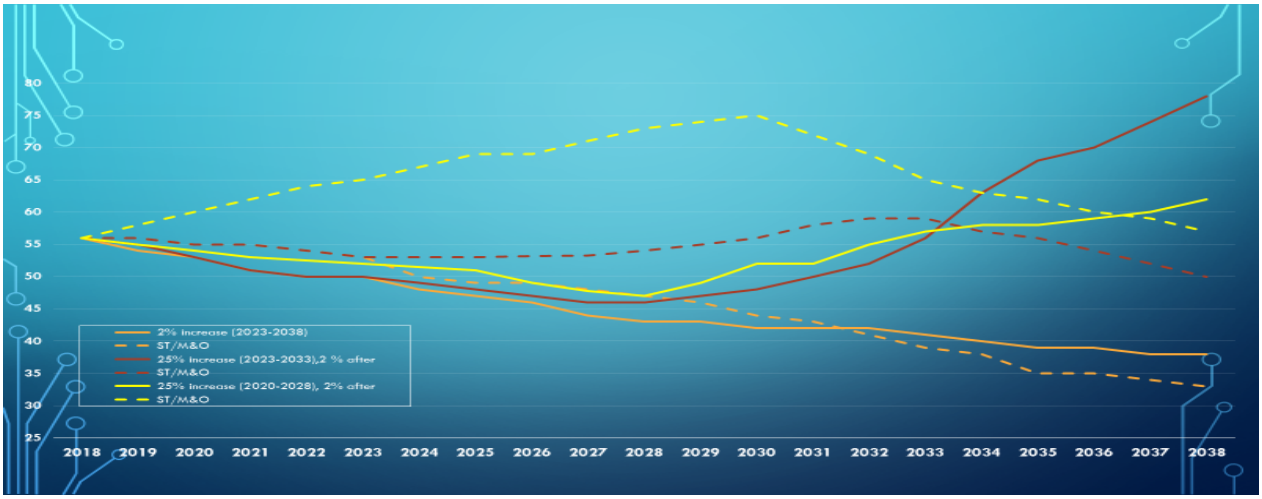
Commissioner Markley said I just wanted to say I think maybe its not obvious because we know how much we need to improve and we're looking at these mountains and valleys, but ultimately the goal is to get to a certain point and then have this line be flat forever, right? That's the goal, it's not to have any peaks or valleys. **Mr. Grover** said right. **Commissioner Markley** said I think it's important for us to think about that as a Commission too, about where, how far up the mountain do we want to go before we see that line flattened out and that's part of what they were trying to get out with that survey is, where do we want our mountain to turn into a plateau and just stay flat.

Mr. Grover said based on the numbers we mentioned earlier that we received back from you guys is that 70 for our arterials is about right here. It's about three quarters the way up that peak or up that mountain before we can really start flattening out again. You can see the exact almost inverse of that down here on the bottom, just because we still have so much more to maintain.

Commissioner Markley said because our neighborhood streets we were looking at potentially a lower PCI, does it make sense for that to be out first goal because it's the easier one for us to reach? If we can bring everything up to the 60 and then we could keep bringing the other ones up, would that be a situation that would put us in a better position? **Mr. Grover** said it's kind of a catch 22 in the fact that it seems like it would be easier because its only four points away from where our current network average is, but what to keep in mind is that arterials and collectors deteriorate faster because they see more traffic. We also have a much larger volume of neighborhoods than we do arterials and collectors. As we start running more of these models ourselves—the company we contracted with IMS, is the one who's run these models for us so far because they've been building our system. Now that we have it and they're showing us how to do it, we can run much more intricate models to do that kind of look into. That will be something

we look at. Just currently their current model takes into account roads that see higher ADTs or traffic volumes first.

Mr. Shaw said another thing the model will take into consideration is different costs for rebuilds of arterials verse local streets. If you let your arterials fall off too far, it costs a lot more money to rebuild an arterial street than it does a local street, if you let that fall off. It's kind of a trade-off, but we enter numbers for that, and it helps calibrate that as far as moving forward which ones it recommends doing too.



Mr. Grover said this is just a combination of all those other three graphs, so you can see the difference between them. **Commissioner Philbrook** said I notice that at about 20 years out is about when it hits the fan, so to speak. **Mr. Grover** said yes. **Commissioner Philbrook** said that was going to be what I was going to address. If you have a suggestion on how to address this so it doesn't do that. What's the magic? **Mr. Grover** said we have several and we're still building that suggestion. In one of the next slides I'll talk about our next steps moving forward and we can kind of show you how we plan to address that. **Commissioner Philbrook** said thank you.

Mr. Shaw said go back to that multiple slide, Brandon. If you see this, if you look 20 years out, which puts at it 2038, there are a few models that have that line going up. Now, for example, we've taken extreme scenarios of both yellow lines for example. If we were doing this our line would be somewhere zagging in-between there as we did what's mill and overlay and what's micro-surfacing. Once we run the models and we calibrate that every year we anticipate that, obviously all based on funding dollars and how much you want to put in to it, we anticipate

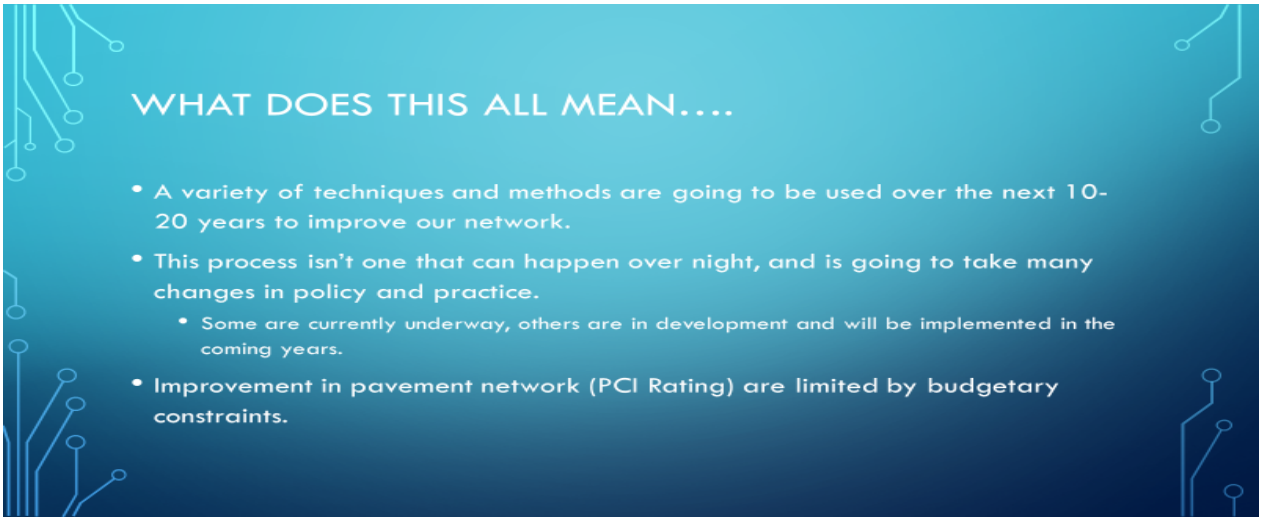
that line from where it's at now being able to be moved up faster because we'll actually plan every year to do what needs to be done, not just assume something like we're doing here.

Mr. Grover said that's what we're really doing with this is making educated assumptions about our potential funding levels because as that is really what's going to drive this. I know it seems kind of like a crutch to lean on to say that, oh we need more money, but the data shows it. Everything we've shown in the last several presentations shows that what we currently have and what we're currently projected to have, by these orange lines, just doesn't cut it. If we want to make any kind of significant improvement or even keep where we're currently at which I think we all agree is kind of substandard.

Commissioner Philbrook said well I want to thank you for moving into the future for us and helping us try to figure out where to go with this so when we do spend our money we get the best bang for our buck, I really do. All these new programs that we have access to now are really, hopefully, make a big difference. I hope I'm around long enough to see some this. Maybe I should live long enough so I could see what the roads look like in 20 years.

Mr. Grover said one of our hopes is that we figure out our planning system enough where we can come back to you with a live demo of that, where you can spitball numbers to us and we can plug those in and run the report instantaneously and show you what that does. We're not there yet, just because of how complex building the model is. We've got 2400 lane miles of road and breaking that up into segments, and clustering based on classifications and all that, its taking a little longer than we thought, but it is something that we're going to do.

Commissioner Philbrook said well I'm really excited about it. I think I'm really happy somebody else is doing this because if we were waiting for me to do it, we'd be in trouble. Yeah, I really want to see how that figures out on which areas that we have to fix first, which areas that we have to take care of, and being able to balance all that out. Thank you for doing this. **Mr. Grover** said you're very welcome.



Mr. Grover said we've kind of talked about a lot of this already, but what does all this mean, what does this data really tell us. That we're going to have to do a variety of techniques over the next 10 to 20 years to really make some improvements in our network. It's going to take a lot of different things. Mainly, it's going to take some process and policy changes and practices within our own organization. Some of those practice changes are already underway with our new pothole patcher that you've seen. Our crack seal crews that have been out, having a designated concrete crew that can go out before any of our pavement work can actually do some concrete repairs in spots that need them, that way we don't have to contract those out. There's a lot of things we're currently doing and the new pavement techniques that we're doing internally and with our contracts as well.

Again, I've already said it once, but improvement in our pavement network and our PCI rating is limited by our budget. It's kind of hard to elaborate more on that, but I think we kind of made everybody realize that there is that one linchpin that's kind of holding us back that we need to really look at.

Our next steps is based on your recommendations we're going to develop those series of goals and those possible timeframes of when we can really hit those goals with some good funding dollars to be able to say okay, if you give us $15M a year starting in this year, we can hit this in 10 years or if you give us $5M more than what we're currently at, this is how long its going to take. I know those are the numbers you guys are really wanting to see and that's what we'll have soon.

We also want to develop a three, five, and ten-year payment plan. That we can share with not only internally with the public, that way people understand when their roads can be addressed and what kind of things we're looking at as we're addressing our roads. This also helps us for our planning purposes and our assets management mindset to say okay, if we're going to go in here and do this road now, we need to get all the utilities ahead of us and get them in ahead, that way they're not cutting up a road we just redid.

As we kind of mentioned in the earlier slides about how the funding's has been pieced out to do concrete repairs and ADA repairs and stuff like that, in this next budget cycle, we're actually going to create a new line item that is for concrete repairs. That way we can truly use dedicated pavement and asphalt money for that purpose and really show some gains and not keep borrowing that money to do other little things that need to get done.

We're also going to keep improving our internal staff with new training and new techniques. All the time there's conferences about new ways to do potholes, new ways to do crack sealing, new ways to do everything. We want to keep our internal staff as up on that as possible that way we're getting the most efficient crews that we can. Anybody have any questions about this? Are you willing to just vote and give us $20M a year?

Commissioner Johnson said I'm just looking at where all the intersections tend to kind of converge and that's about 2033 versus 2034. I don't know how to interpret that, so I don't have any questions at this point. **Mr. Grover** said that is about right, that's kind of what we've been seeing too. It's really going to take 5 to 10 years, sorry 10 to 15 years before we really start making some major headway, depending on how much money we're allotted at certain times.

Chairman Bynum said I want to thank you for the work and the presentation and I know we'll continue to congregate with you. While we segway, if you will, into our next item which is a presentation on 2020 to 2023 Public Works CMIP.

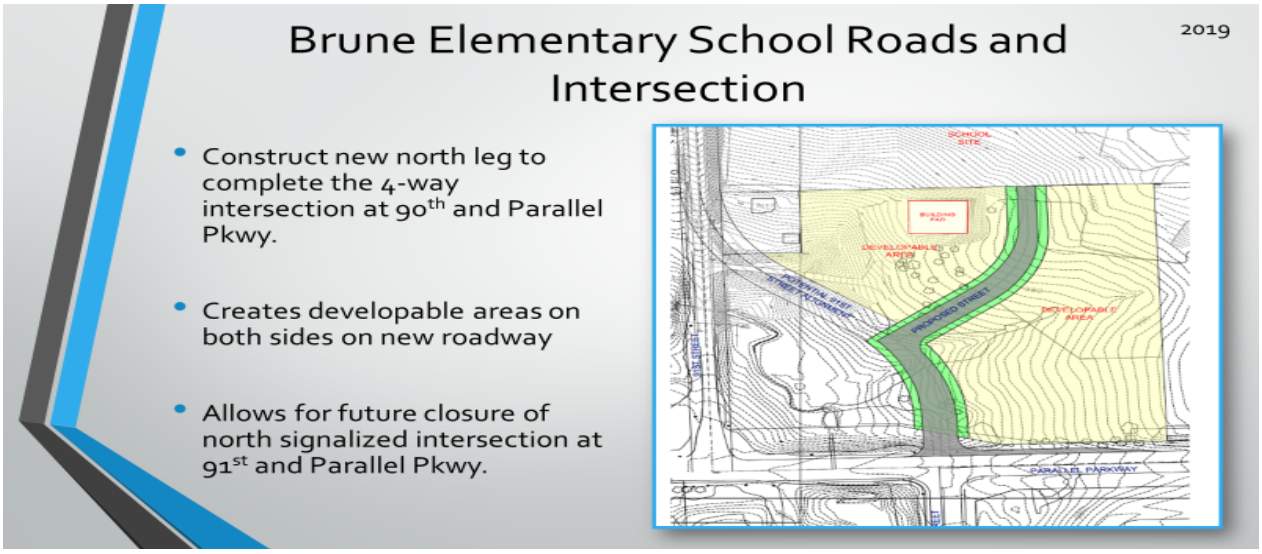
If I could just take a minute and thank obviously both of you, but also Mr. Fisher and Mr. Tobin. If you would extend our gratitude to all of the people that were working yesterday and into the night and probably all day today. I think that they always do a great job. I'm personally grateful and I think everybody else up here is as well, so thank you. If you would just share that appreciation with staff. It is sincerely appreciated.

Action: Information only.

Item No. 5 – 18522… 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.

Brandon Grover, Asset Coordination Manager for Public Works, said we'll just keep on rolling and going through this. This is an annual kind of presentation that we do for you all. In October we talk about the next year projects that are coming up. In November we talk about the out years beginning in the following year. That way you can see any kind of modifications we've made to project descriptions or any kind of scoping change or anything like that as opposed to what we've been presenting several times in the budget process moving prior to this.

Currently we wanted to talk about the projects that you see in your budget. If you happen to have a budget in front you or if you look at your budget, these are the ones that are in there right now as of the amended budget that just kind of came out.



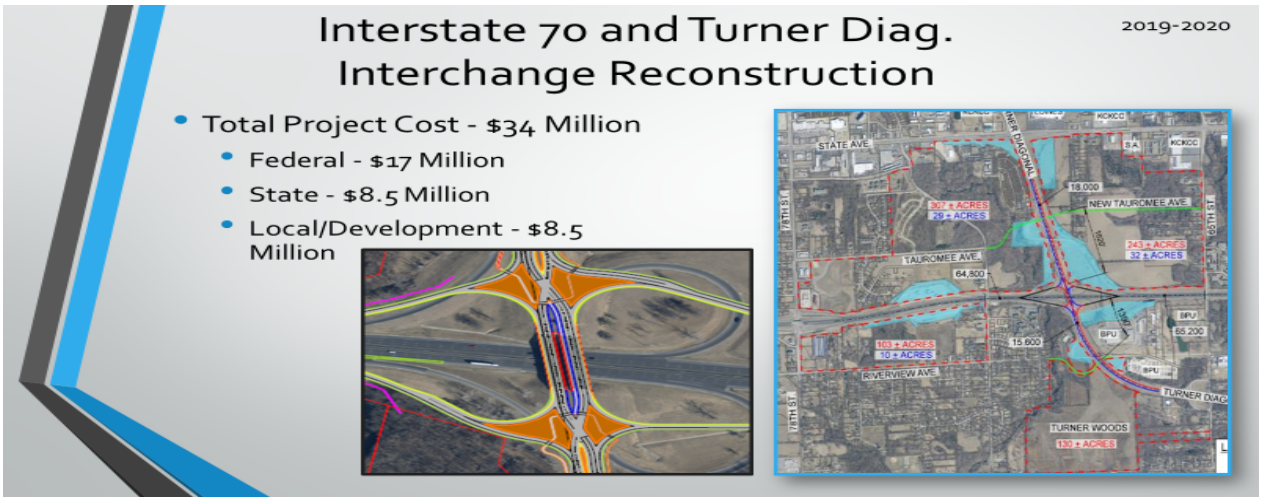
The first one we'll talk about is the Brune Elementary School Roads and Intersection Improvements**.** This is at 90th and Parallel. For those who don't know, there is a new elementary school being built near this intersection that combines two current elementary schools into a more modern facility. What we've kind of negotiated through this who process is to really turn this intersection that is staggered, your north leg is about 100 yards to the west of where your south leg is. There are two signals there currently and it kind of creates a little confusion driving through it. This plan would realign that to a four-legged intersection at 90th that would open up

some developable land in that area. If the dollars come in right, we'd kind of make a little curve, as you see highlighted up here on the screen, to reback align with 91st Street. That would allow the section that creates the offset intersection to close. It would smooth out the traffic flow in the area.

Mr. Shaw said as proposed the project is just the portion that you can see in color and then the dash line is separate but what this does, it allows us to get a start on what would need to be done for the future. We can break that into two separate projects the way its proposed unless we get a really good price and there's a way to fund it all right now. That's what you'll see right now, but so you will still have the offset intersection until the time where we can get the remaining fund to complete that. The remaining portion will be less than what the portion is now or it should be.

Commissioner Philbrook asked if you're only putting that one in so far and you're turning that into a four-way stop, and we're not doing the work at the other corner, what are you doing with that until that gets changed. **Mr. Grover** said we've got some evaluation to do because of how the signal diagram works and how the signal mechanics work, this would basically become the four-way signalized intersection. We'd be evaluating what to do with that other one if it was going to stay signalized or turn into some other kind of controlled intersection. **Commissioner Philbrook** said oh, you don't know yet, okay. **Mr. Shaw** said those two signals are timed together to make them work right so whatever you did to the 90th Street one you would have to modify the 91st St. to make it work. Lideana would be working on that with BPU. That's above my expertise as far as signal timings. **Commissioner Philbrook** said I just had to harass him a little bit, thank you. **Mr. Grover** said I wouldn't expect anything less. **Commissioner Philbrook** said no, thank you.

Mr. Grover said this will be something that you'll see kickoff here shortly in 2019 because of the accelerated timeframe with the school. We didn't have this information ready for the prior presentation last month as a 2019 project. Because it was part of the Amended Budget, it wasn't really put out yet.



Mr. Grover said another thing you'll see in the budget is in 2019, is a large UG portion of this project which is the I-70 and Turner Diagonal Interchange Reconstruction. There's a lot of moving pieces to this. We actually had a conversation with Senator's today about how we can push this forward. Basically, this would be taking the current cloverleaf type design and turning it into a diverging diamond. This does a lot for our community because it opens up a lot of developable land along this corridor which would be a major corridor improvement along with what was already done at Turner Diagonal and the Riverview Bridge, how it was removed, and we've changed the speeds throughout the area and make it more appealing for development.

Leavenworth Road, Phase 2; we've kind of ran this one over several times so we won't really go over it too much, other than to say that currently we are in design. We're working with BPU already to try and get their stuff coordinated with, that way we're getting our stuff moved out of the way before the project kicks off in late 2020 and early 2021. **Chairman Bynum** said

question on that. Can you give us the breakdown; federal, state and local. **Mr. Grover** said off the top of my head I don't know just because we still are in design. We haven't bided out, you know, exact otherwise. I want to say we're thinking like $7M is our piece. I want to say it's close. **Commissioner Philbrook** said is it about 50/50, on this part of it?

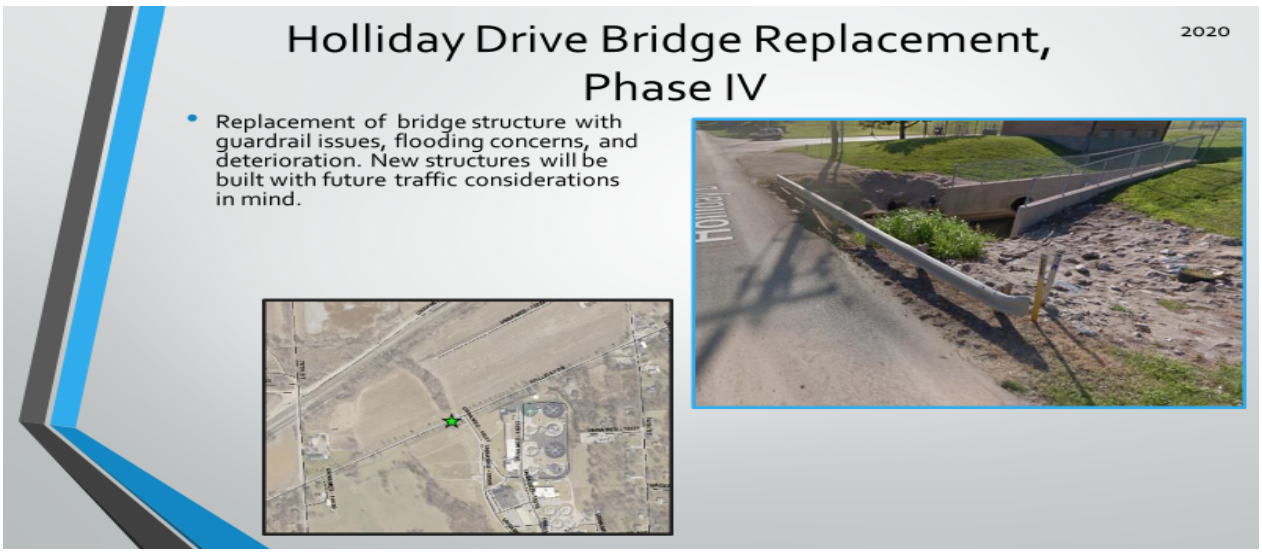
Mr. Shaw said most of the federal projects end up about being 50/50 even though the match is 80/20 match. By the time you do design and everything else right away and lumped in there it usually ends up being about 50/50. **Mr. Grover** said ultimately your looking at about $13M to $14M for the whole stretch of the project. Our portion is about sevenish. **Chairman Bynum** said okay thanks.

Mr. Grover said we've got two Wastewater Projects that we've mentioned several times but they're both so large that they encompass several years and phased out, but we want to mention them again. That way everybody is still aware. Both of these will probably come back to you in individual sessions as they really kickoff, that way you can have information on them.

The Wolcott Treatment Plant, an update for everybody, we have currently accepted a bunch of Construction Manager at Risk Proposals. We're working with them to figure out which one we're going to with so we're really trying to push that one forward in a really effective manner that would get us a really good product and keeps us on that budgetary line which is what a construction manager at-risk process does.

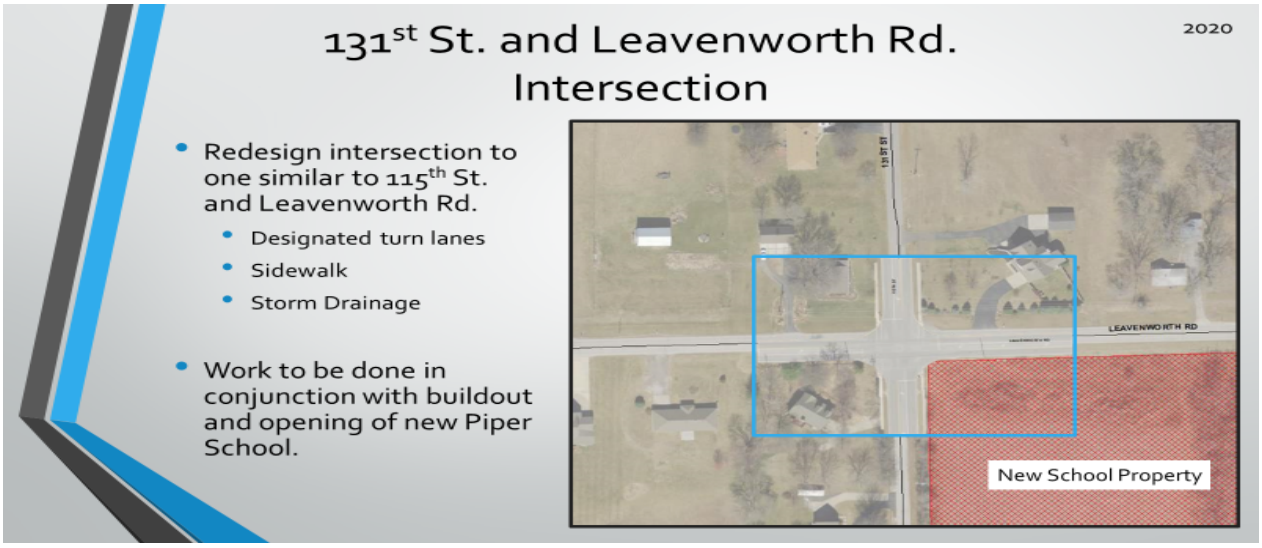
The Kaw Point Biosolids is improvements to our current Kaw Point facility to handle our solids and, not only ours, but other adjacent cities solids as well. Jeff will update you in our next little discussion about an agreement with KCMO on that.

The Minnesota Avenue Improvements, this is the next phase of what we've currently done over the past several years before 7th and 8th. This is moving between 6th and 7th. It's mainly streetscape work, improving some of the esthetics around there and some of the parking. You may have noticed, you've already seen some of the planters removed on the far east end, that was due to a BPU waterline issue that had to get fixed. We will be putting appropriate plantings back in those areas that are easy to maintain and still hold the look that we're going for as a true downtown type corridor.



Our final phase of the Holliday Drive Bridge replacements, this will be Phase 4, which is the large box structure that is right outside the WaterOne Plant. There have been several, not really

issues with this, but several large pieces and large players with the adjacency to WaterOne, and a couple of the utilities that are really close to the north side of the road, so we're really focusing on that. We're looking at doing an alternate delivery type construction method with this, like a design build or another method similar to that, that we can discuss more at a different time, whenever we get to it. This one isn't really slated to begin construction until like late 2020.

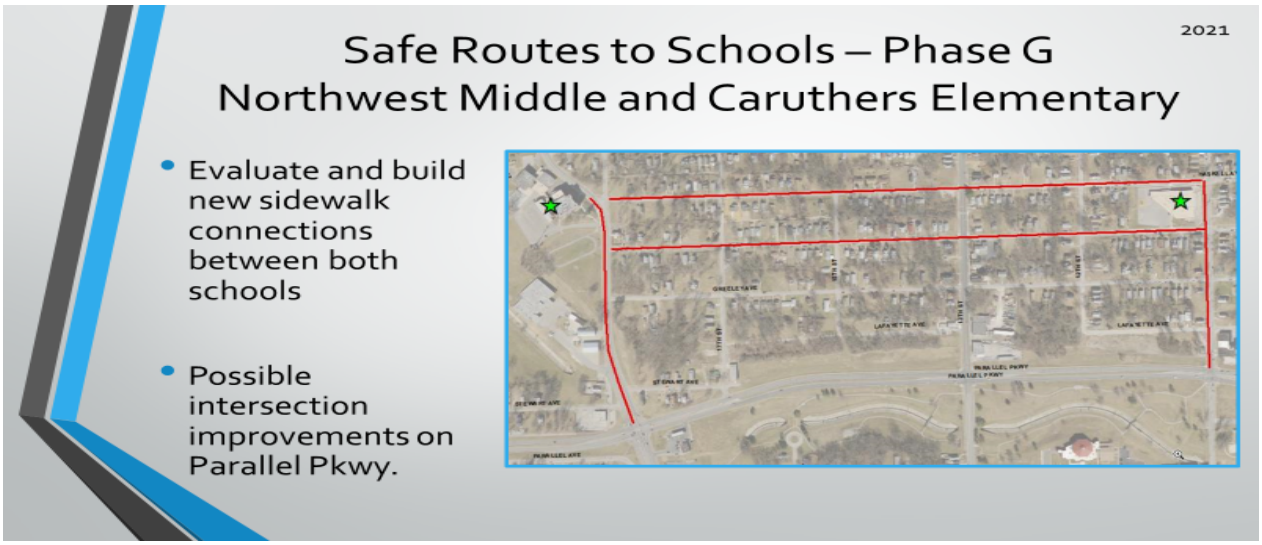


131st Leavenworth Road Intersection; this is an intersection to redesign that is in conjunction with the new school build-out at the southeast corner of 131st & Leavenworth Road. The current layout that we're looking at is one that's really similar to 115th & Leavenworth Rd. Designated turn lanes, designated three lanes, storm drainage enhancements and sidewalk connectability for future improvements because there's not any sidewalk out in that area now, but if we're building something, put it in, that way it's there.

In 2020 we're also looking to make some fire alarm adjustments to the courthouse. Our current system, as well as some new systems we're going to be putting in that have a non-audible system to them to meet ADA compliance, that way everybody is notified and not just people that have hearing capabilities. We're also currently working with the Sheriff and PD to determine if there are other security or safety needs on the justice side while we're going to be there and just get it all wrapped up together.

We also have in the budget for 2020 and 2022, some budget monies for a new fire stations. We've got $3M in 2020 and $3.5M in 2022. Currently there hasn't been any discussion about what sites we can potentially look at. Based on the current estimates for the new Piper Fire

Station, we're currently looking at there could be some budget adjustments in the future depending what dollar we come in at, and depending on if the template we come up with is something that's easily replicable, fairly simply. That'll be something that gets brought back before you in a future update when it gets time.



In 2021, we've got our next phase of Safe Routes to Schools which is creating sidewalk and connectability between Northwest Middle School and Caruthers Elementary which is just north of 18th St., around Parallel Parkway and 18th St. We're looking at sidewalks, connecting the two, and throughout the neighborhood, and also some possible signal improvements at 18th St. and 12th St., if the funding levels cooperate or if the dollar values of the project cooperate.

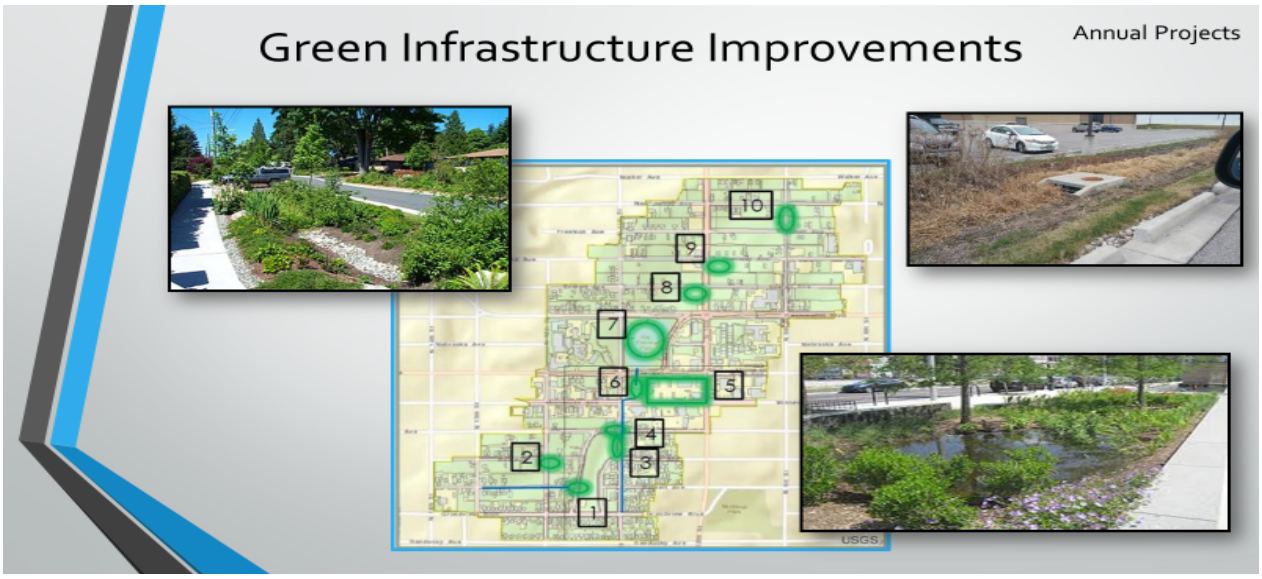
Hutton and Leavenworth Road Intersection Reconstruction; this is a multiphase project we've talked about with you in the past. Phase 1 will be the removal of the large hail on the east side of the project, as well as some lane marking improvements going back east towards I-435. Then an actual intersection redesign once we figure out what's going to go there and what kind of development might spur in the area and things like that.

Commissioner Kane said just for the record, no roundabout. You've got the fire trucks coming out of there, they're awful big. It would slow them down to perform their function. **Mr. Shaw** said we've talked it about it before, we've done an initial study on that. That's in the 90th percent complete right, we should have that very soon. Whatever we recommend there will include capability for fire trucks. **Commissioner Kane** said whatever you recommend to us, we'll tell you what to do. **Mr. Shaw** said that's fine, I'll just tell you what's recommended from the engineering staff.

Chairman Bynum said question on this Phase 1. Am I correct that directly east of Phase 1, is that stretch of Leavenworth Road right before you get to Phase 1 four lanes? **Mr. Shaw** said yes, it is. **Chairman Bynum** asked will Phase 1 increase that four lanes all the way to Hutton or no. **Mr. Shaw** said that will be something that we look at. One thing that we've done when we started our initial study is our plan for, we basically wanted to know the grading limits, what it would take to get back there if laid that out as a four-lane section to get the room. Whether we actually build it or not, it'll at least have the right of way and the grading set up, so it can be added to later if it needed to be.

Chairman Bynum said well because in addition to the fire station and the park, you know we're getting a couple hundred units right there of housing, and I just wonder about increased traffic, and whether four lanes would be good. **Mr. Grover** said as Troy mentioned, there's several design options. One of them is a four-lane section but we are looking that as the ultimate build-out. Whether we build that initially, depending on traffic concerns we might not do that, but we are buying the right-of-way, grading everything back, so it would be easy to add those extra lanes if we did. **Chairman Bynum** said okay, thank you.

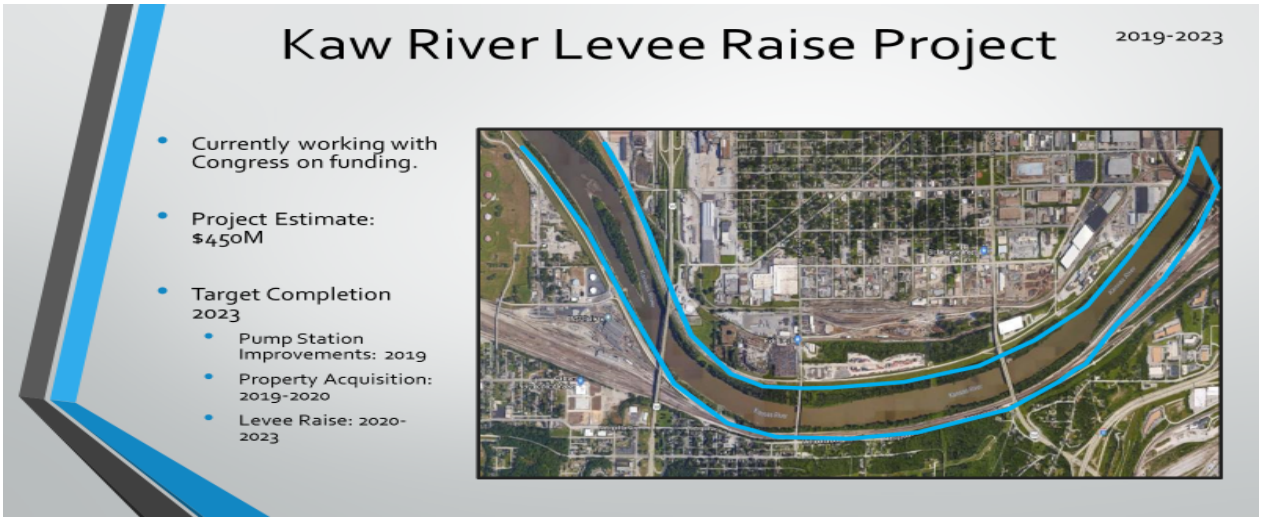
Mr. Grover said next big project that we've got coming up for City Hall is some stabilization in our lower areas of City Hall. We currently have an Architect and Engineer on board. They're doing their initial study and making some immediate kind of stabilization recommendations. Those repairs will begin in 2019. The full study itself will give us some other details as we move forward and we will be able to come back with some other options and how much those could potentially cost. Currently we're budgeted like about $10M over the next five years, so those are just something to keep in mind as we move forward. Like I said, we'll be back to discuss that at length when the time comes.



One of the annual projects that's semi new in this year's budget is our Green Infrastructure Improvements. As everybody's aware we're under a consent decree with the EPA to clean up

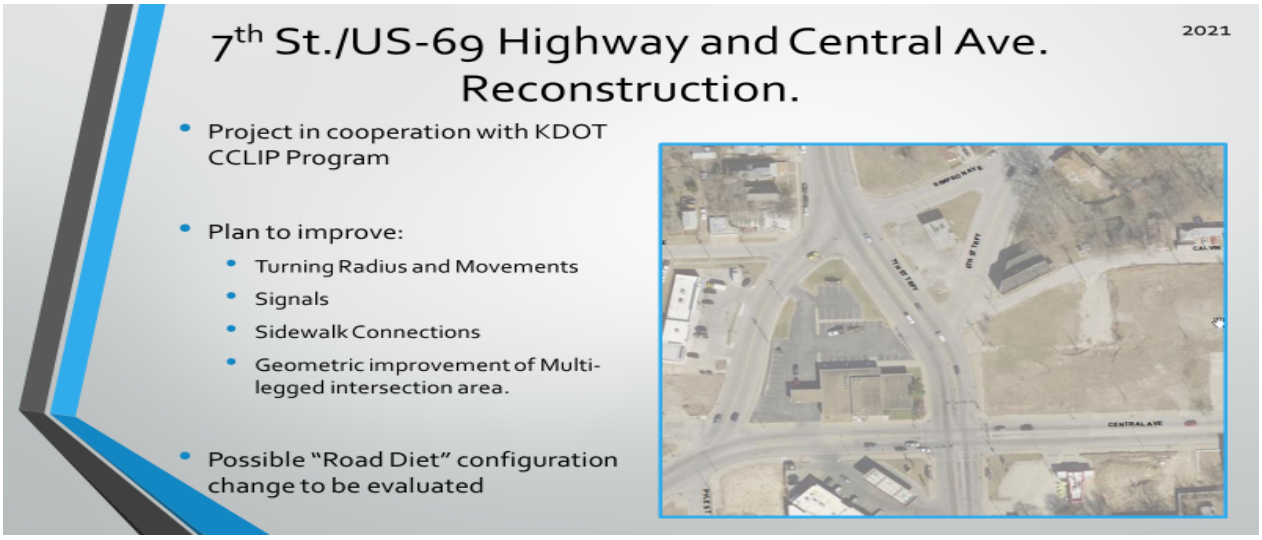
our kind of our stormwater quality. One of the big ways you can do that is creating green infrastructure. You know, rain gardens, catch basins, things like that that hold water and allow it to absorb naturally into the ground as opposed to just flowing and reaching some of our combine sewers and things like that. What we've kind of focused on is a corridor area, kind of stemming from right over just to our west a little bit at kind of the 8th Street Park, moving all the way down through Big Eleven Lake, and ultimately ending up towards Jersey Creek. There are several locations throughout that we'll be bringing forward in the next few years with real concrete plans.

Next, we wanted to highlight a couple of things that currently aren't in your budget, but they're things that are big pieces for us that we will be bringing up into the budget in this next budget cycle. You'll see them coming up, I wanted to give you a little heads up and little detail about what they really are.



The first one we kind of talked about a little bit, the Kaw River Levee Raise Projects. This is as part of the seven levee studies that we're doing and that have been completed. This is a joint operation between us, KCMO, the Kaw Valley Drainage District, and the Army Corp of Engineers; a very huge massive project basically raising the height of our current levees. There are several things that need to happen along with this. In like in 2019 you're going to start seeing pump station improvements to handle increase flow capacity.

2019/2020 you're really going to see some property acquisitions, its nothing really to see there, but you might hear it being talked about. Then in 2020 to 2023 is when the raise is actually going to really happen. Overall this is about a $450M project. There's a very large portion of this, if not all I believe, that's being federally funded. Most, if not all, is going is going to be federally funded. It's a large number but its not a big impact on us. Jeff can elaborate on that at a future date once we get really in this, but we're still working out details with the government.

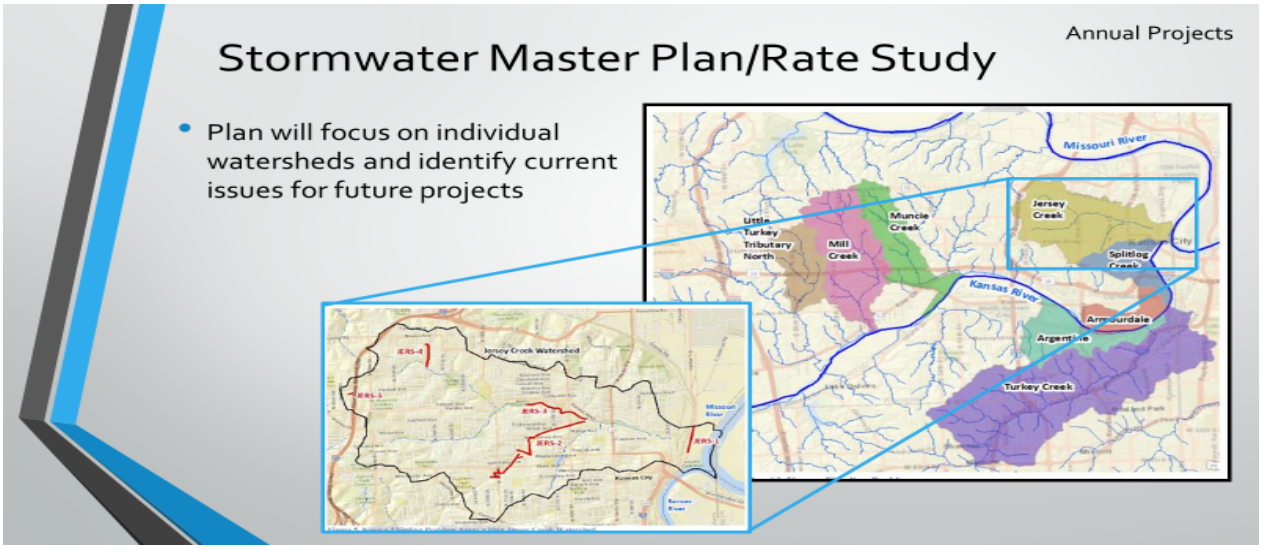


The next one is actually a grant application that was submitted and didn't get turned back to us until right after this last budget cycle. As part of KDOT's CCLIP Program, which is the former program that deals with cities that maintain state roads, so for this one, is 69 Highway, right outside of our offices here. We've looked at this intersection several times from our grants and things and it just didn't receive the funding for it. Luckily, we got some funding this time.

At 7th & Central, everybody knows that tight intersection with the bank on the corner. We're look at improving the turning radiuses and turning movements, some signal improvements, sidewalk connectivity. As you can see from the picture, there's a lot of legs in close proximity to this intersection that create turning hazards, sight distance issues with the hill kind of coming to the north and then having people kind of queuing at the stoplight here. We're looking at potentially closing some of those or realigning things to make it a more functionable intersection and allow traffic to flow better. Another element of this is possibility a "Road Diet". As we mentioned with sidewalk allow walkability and bikeability through the area. We will be taking that into consideration as we do our design.

Commissioner Philbrook said between I-70 and 7-Highway, that little section on central, there's a speedway right now. Well I mean you know, I don't want to die walking to Slaps, you know, what can I say. People do have a tendency to really haul it through there as their coming up and is there any plans to quite that down a little bit in this? **Mr. Grover** said not as apart of this. When we redid that portion of Central Avenue, we did try to do a couple traffic calming things by creating some ball bouts through there and allowing parking kind of through there. As you've noticed, it didn't necessarily deter people how we had hoped. I know there are discussions about other possible options, but we haven't hashed any of those out just yet, but it is

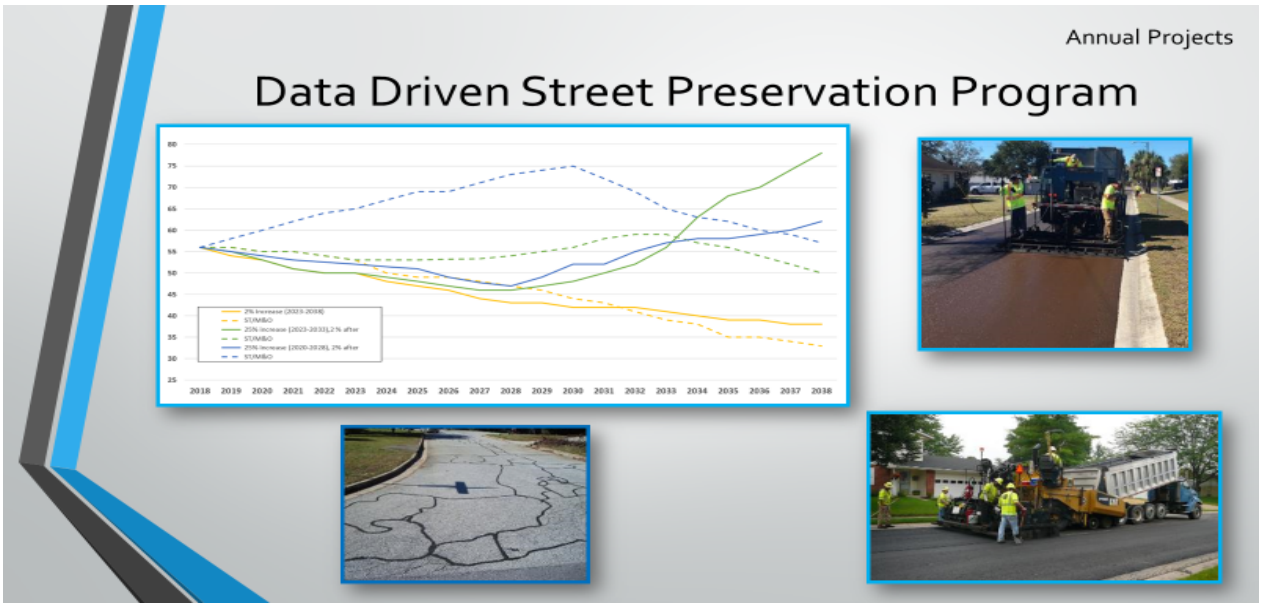
something that's on our radar. **Commissioner Philbrook** said please hash, because I've been getting feedback from quite a few of the business people when they go down there. We're creating more and more small businesses in that area and so we want people to feel safe when they spend their money with us. **Mr. Grover** said we will definitely keep kicking the tires on that one.



Another big piece that could be seen in the next few years is our Stormwater Master Plan and Rate Study that everybody's kind of been briefed on in prior presentations and other meetings. Basically, this is to help us alleviate some of the major stormwater issues that we're having in the city by possibly looking at taking some of the rate funded money and putting them solely towards a different type of project to scope. Currently, in Phase 1 which is really the next 10 years-ish, we're focusing on the highlighted drainage districts that are up here and within each drainage district, there will be projects that come out of them and they'll be ranked according to some criteria that we've setup. We'll have more concrete projects coming forward as far as to be able to say exactly what we're doing, but this is going to be something you'll start seeing more of.

Mr. Shaw said for the rate study portion of it, this is the one we met with you on the on—threes to talk about this and we've started setting up the neighborhood meetings I believe. In a couple weeks, mid-December through mid-January, we have eight or nine meetings set up with multiple different neighborhood groups on businesses, etcetera to get their input on a couple different scenarios. We're talking about a change in the rates. Once we get that back and we've had time to analyze it, and incorporate comments, we'll be back again to discuss that as well.

Chairman Bynum said could we have the dates, times and places. I wouldn't necessarily want to go to all those meetings, but I might want to go to one or two. **Mr. Shaw** said we just got those set up late last week, right before Thanksgiving so we will send out a notification of when those dates are, we'll have them back together.



Mr. Grover said our Data Driven Street Preservation Program, which we just kind of went over at length so I won't go over this slide with you anymore. It is another big piece that is going to see a lot of emphasis in our implementation of the budget and how we request money from you all moving forward. Anybody have any questions about that?

Commissioner Johnson asked the Safe Routes to School; part of that is funded through MidAmerica Regional Council. **Mr. Grover** said yes, that's correct. **Commissioner Johnson** asked 2021, is that the year, I thought it was 2019/2020, am I wrong on that? **Mr. Grover** said the way it phased out is the major construction won't really happen until 2021. We've got some budgetary dollars associated with design, but you won't see a lot of the work done until 2021.

Commissioner Johnson asked what's the estimated cost on that. **Mr. Grover** said we're still in our early estimation on that. The dollar value that we got from Mid-America Regional Council on that was about $500,000, if I remember right, or is that the one we got more. **Mr. Shaw** said it's more, I think it's more. I think the total project cost, I'm guessing here based off memory from months ago, but I think it was like $1.2M or $1.3M total. **Commissioner**

Johnson said that would be that much, plus some. **Mr. Shaw** said I think we had ended up getting, we had gotten two separate grants from MARC for that. One was the $500,000 what Brandon was talking about, that's what we typically we get for the Safe Routes Project, but we also got a separate one as well to merge together. **Commissioner Johnson** said very good.

Action: Information only.

Item No. 6 – 18523… 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.

Jeff Fisher, Executive Director of Public Works, said my report will be very brief and I'll entertain any question you might have and Brown's been involved the whole time too. Real simply, staff along with Legal has been working on an RFQ. We believe that'll be out in the next 60 days and Request for Qualifications for a Design Build Contract. We've also identified our owner's rep and we're negotiating scope and fee there as well. In the meantime, since we last spoke of this project, this is the Biosolids Project, so everybody listening knows; we've had a few discussions with KCMO, those discussions have been very positive. We have a little bit of final testing to make sure the system we understand, by receiving their solids, how our system will handle that, so that should be done this year.

We've had initial discussions about a potential wholesale long-term contract and if everything plays out well, we still have a lot of discussion around rates and that kind of thing. There's still a little way to go on it. We would come to you with a long-term contract sometime in the first quarter to second quarter of 2019, I would guess. In the meantime, if that testing plays out well, and we believe its in the UG's best interest, we would come to you with that agreement. They also have talked about a hard commitment through a letter of commitment or something like that in the meantime.

It appears to be very positive. It would be a two-year construction project and I should say this is very important to the UG. Instead of landfilling our waste like we've talked about, we need to take steps to correct that, and get our plant working again so that we can process Biosolids. We'll need to make a decision if KCMO doesn't appear we're going to be able to

come to some agreement, we'll need to go forward without them. We're prepared to do this project either way. I'll take any questions you may have.

Commissioner Philbrook said she doesn't find this very exciting, but then she never worked down there. When you work down there in among it, you know, it kind of comes home till you realize that we have a lot of stuff to deal with. I'm really happy that we're thinking about working with KCMO because that's the only way we're going to get rid of that smell, number one, because it's not coming from us down there, it's coming from them. **Mr. Fisher** said that is correct. **Commissioner Philbrook** said the other thing is, as I understand it, that it's changing our process and bringing them in will help pay for all the changes that we're planning on making in the processing, that sort of thing, so they'll help pay for that. **Mr. Fisher** said they will pay for their project and a little bit extra, right.

Mr. Fisher said I think more importantly the two together generate enough material that there is big potential for UG to generate even more revenue, which is really the thing we would all like. **Commissioner Philbrook** said let's speak it to sell that, right. **Mr. Fisher** said that would help manage rates more effectively than KCMO component.

Action: Information only.

Adjourn

Chairman Bynum adjourned the meeting at 5:59 p.m.

mbb

Staff Request for Commission Action

Tracking No. 1957

Full Commission Meeting Date: 2/14/19
Committee: Public Works & Safety

Date of Standing Committee Action: 1/28/19
(If none, please explain):

Publication Required: Yes 02/21/2019

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
01/16/2019	Patrick Waters	x5079	patrickwaters@wycokck.org	Legal

Item Description:
Ordinances authorizing the use of electric-assisted scooters and share small vehicle programs within KCK, and providing for definitions of the same.

Action Requested:
Approve and forward to Full Commission.

Budget Impact: (if applicable)
Amount:
Source:
Included In Budget:
Other (explain):

Attachments List:
Ordinance authorizing electric-assisted scooters and shared vehicle programs, Ordinance adding definitions to Sec._35_1.___Definitions -

(Published _____)

ORDINANCE NO. _____

AN ORDINANCE authorizing the use of electric-assisted scooters and other shared vehicle programs; amending Sections 35-686, 35-687, 35-689 to 35-694, 35-697 and 35-698 to Chapter 35, Article XIV, of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas.

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

Section 1. That Sections 35-686, 35-687, 35-689 to 35-694, 35-697 and 35-698 to Chapter 35, Article XIV, of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, are hereby amended to read as follows:

ARTICLE XIV. - OPERATION OF BICYCLES, ELECTRIC-ASSISTED SCOOTERS AND PLAY VEHICLES[14]

Sec. 35-686. - Compliance; parental responsibility and scope.

(a) It is unlawful for any person to do any act forbidden or fail to perform any act required in this article.

(b) The parent of any child and the guardian of any ward shall not authorize or knowingly permit any such child or ward to violate any of the provisions of this article.

(c) The provisions of this article that are applicable to bicycles, electric-assisted bicycles or electric-assisted scooters shall apply whenever a bicycle, electric-assisted bicycle or electric-assisted scooter is operated upon any highway or upon any path set aside for the exclusive use of bicycles, electric-assisted bicycles or electric-assisted scooters subject to those exceptions stated herein.

(Code 1964, § 36-209; Code 1988, § 35-621; Ord. No. 53410, § 1, 1-7-1975)

State Law reference— Similar provisions, K.S.A. 8-1586.

Sec. 35-687. - Traffic laws apply to persons riding bicycles, electric-assisted bicycles and electric-assisted scooters.

Every person riding a bicycle, electric-assisted bicycle or electric-assisted scooter upon a roadway shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a

vehicle by this chapter except as provided in this article and except as to those provisions of this chapter which by their nature can have no application.

(Code 1964, § 36-210; Code 1988, § 35-622; Ord. No. 53410, § 1, 1-7-1975)

State Law reference— Similar provisions, K.S.A. 8-1587.

Sec. 35-688. - Applicability to motorized bicycles.

The provisions of this article shall apply to motorized bicycles, and every person operating a motorized bicycle shall be subject to the provisions of this article.

(Code 1964, § 36-217; Code 1988, § 35-623; Ord. No. 53410, § 1, 1-7-1975; Ord. No. 55191, § 11, 8-3-1976)

State Law reference— Similar provisions, K.S.A. 8-1592a.

Sec. 35-689. - Applicability to electric-assisted bicycles and electric-assisted scooters.

(a) Vehicle registration and driver's license shall not be required for operation of an electric-assisted bicycle or electric-assisted scooter. Unless otherwise provided within this Section, all traffic regulations applicable to bicycles shall apply to electric-assisted scooters and electric-assisted bicycles except tricycles with no brake horsepower.

(Code 1988, § 35-624; Ord. No. O-19-04, § 13, 3-4-2004)

State Law reference— Similar provisions, K.S.A. 8-1592b.

Sec. 35-690. - Riding on bicycle seats; riders limited.

(a) A person propelling a bicycle shall not ride other than upon or astride a permanent seat attached to the bicycle.

(b) No bicycle shall be used to carry more persons at one time than the number for which it is designed and equipped.

(Code 1964, § 36-211; Code 1988, § 35-625; Ord. No. 53410, § 1, 1-7-1975)

State Law reference— Similar provisions, K.S.A. 8-1588.

Sec. 35-691. - Clinging to vehicles.

No person riding upon any bicycle, coaster, roller skates, sled or toy vehicle shall attach the same or himself to any vehicle upon a roadway.

(Code 1964, § 36-212; Code 1988, § 35-626; Ord. No. 53410, § 1, 1-7-1975)

State Law reference— Similar provisions, K.S.A. 8-1589.

Sec. 35-692. - Riding on roadways and bicycle paths.

(a) Every person operating a bicycle or a moped upon a roadway at less than the normal speed of traffic at the time and place and under the conditions then existing shall ride as near to the right of the roadway as practicable, except under any of the following situations when:

(1) Overtaking and passing another bicycle or vehicle proceeding in the same direction;

(2) Preparing for a left turn at an intersection or into a private road or driveway; or

(3) Reasonably necessary to avoid conditions including, but not limited to, fixed or moving objects, parked or moving bicycles, pedestrians, animals, surface hazards or narrow width lanes that make it unsafe to continue along the right-hand edge of the roadway.

(b) Any person operating a bicycle or a moped upon a one-way highway with two or more marked traffic lanes may ride as near to the left side of the roadway as practicable.

(c) Persons riding bicycles upon a roadway shall not ride more than two abreast except on paths or parts of roadways set aside for the exclusive use of bicycles.

(d) Wherever a usable path for bicycles has been provided adjacent to a roadway, bicycle riders shall use such path and shall not use the roadway. (e) For purposes of this section, "narrow width lane" means a lane that is too narrow for a bicycle and a vehicle to travel safely side-by-side within the lane.

(Code 1964, § 36-213; Code 1988, § 35-627; Ord. No. 53410, § 1, 1-7-1975; Ord. No. 66164, § 25, 10-17-1996)

State Law reference— Similar provisions, K.S.A. 8-1590.

Sec. 35-693. - Carrying articles.

No person operating a bicycle shall carry any package, bundle or article which prevents the driver from keeping at least one hand upon the handlebars.

(Code 1964, § 36-214; Code 1988, § 35-628; Ord. No. 53410, § 1, 1-7-1975)

State Law reference— Similar provisions, K.S.A. 8-1591.

Sec. 35-694. - Lamps and other equipment on bicycles scooters.

(a) Every bicycle when in use between sunset and sunrise shall be equipped with a lamp on the front which shall emit a white light visible from a distance of at least 500 feet to the front and either: (1) a red reflector on the rear which shall be visible from all distances from 100 feet to 600 feet to the rear when directly in front of lawful lower beams of head lamps on a motor vehicle; (2) a lamp on the rear that shall emit a red light visible from a distance of 500 feet to the rear; or (3) the operator of such bicycle shall be wearing a device that emits a red or amber light that shall be visible from a distance of 500 feet to the rear.

(b) Every bicycle shall be equipped with a brake which will enable the operator to make the braked wheels skid on dry, level, clean pavement.

(c) No person shall sell a pedal for use on a bicycle, unless such pedal is equipped with a reflector which is visible from the front and rear of the bicycle to which it is attached during darkness from a

distance of 200 feet, and no person shall sell a new bicycle, unless it is equipped with pedals meeting the requirements of this subsection.

(Code 1964, § 36-215; Code 1988, § 35-629; Ord. No. 53410, § 1, 1-7-1975; Ord. No. O-37-17 , § 1, 9-14-2017)

State Law reference— Similar provisions, K.S.A. 8-1592.

Sec. 35-695. - Use of coasters, roller skates, skateboards, and similar devices restricted.

(a) No person upon roller skates or riding in or by means of any coaster, skateboard, toy vehicle, or similar device shall go upon any roadway except while crossing a street at a crosswalk and except upon streets set aside as play streets.

(b) Roller skating and riding on a coaster, skateboard, toy vehicle or any similar device shall be unlawful on sidewalks at any location where signs are posted by the traffic engineer prohibiting such activity.

(Code 1964, § 36-216; Code 1988, § 35-631; Ord. No. 53410, § 1, 1-7-1975; Ord. No. 65479, § 21, 11-16-1989)

Sec. 35-696. - Motorized skateboards.

It shall be unlawful for any person to operate a motorized skateboard on any street, road, or highway.

(Code 1988, § 35-632; Ord. No. O-2-05, § 25, 1-6-2005)

Sec. 35-697. – Operation of Electric-assisted Scooters.

(a) Electric-assisted scooters are to be operated in bike lanes and bike paths where available. Electric-assisted scooters are to offer the right of way to bicycles in bike lanes and on bike paths.

(b) Electric-assisted scooters shall not be operated on any interstate highway, federal highway or state highway.

(c) Electric-assisted scooters shall not be operated on any public highway or street within the corporate limits of the city with a speed limit in excess of 35 miles per hour unless the electric-assisted scooter is operated within a bike lane or bike path.

(d) Electric-assisted scooters shall not be operated on any public sidewalk.

(e) Electric-assisted scooters shall not be operated at a speed of more than 15 miles per hour.

(f) No person under the age of 18 shall operate or ride upon an electric-assisted scooter on any public street, road or highway.

(g) The use of protective bicycle helmets is highly encouraged while operating electric-assisted scooters.

Sec. 35-698 – Parking of Shared Small Vehicles; Parking of Privately-Owned Electric-Assisted Bicycles and Scooters.

a. Shared small vehicles shall be parked upright on hard surfaces in the area of the sidewalk closest to the travel lanes, beside a bicycle rack or in another area specifically designated for bicycle parking, or on the street next to an unmarked curb.

b. Shared small vehicles shall not be parked in such a manner as to block pedestrian movement on the sidewalk; any fire hydrant, call box, or other emergency facility; bus bench; or utility pole or box. The sidewalk shall have a minimum of 4 feet of clear space for pedestrian movement.

c. Shared small vehicles may be parked on blocks without sidewalks only if the travel lane(s) and a 6-foot pedestrian clear zone are not impeded.

d. Shared small vehicles shall not be parked directly adjacent to or within the following areas, such that access is impeded:

i. Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks;

ii. Loading zones;

iii. Disabled parking zone;

iv. Street furniture that requires pedestrian access (for example - benches, parking pay stations, bus shelters, transit information signs, etc.);

v. Curb ramps;

vi. Entryways; and

vii. Driveways.

(h) Privately owned electric-assisted bicycles and electric-assisted scooters shall be parked areas specifically designated for bicycle parking. Privately owned electric-assisted bicycles and electric-assisted scooters shall not be parked on the sidewalk, in the right-of-way, or in any of the areas prohibited in Sec. 35-698.

Sec. 35-699 - Shared Small Vehicle Operation Agreements

(a) Shared Small Vehicle Operation Agreement

Any person or company wishing to operate a Shared Small Vehicle program, as defined in Section 35-1, within the corporate limits of Kansas City, Kansas, shall enter into either an Operating Agreement or Interim Operating Agreement with the Unified Government setting forth the rules and regulations governing such operation. The County Administrator shall have the authority to approve all such Operating Agreements and Interim Operating Agreements if the County Administrator believes, in his or her discretion, that the agreement sufficiently addresses safety, education, costs, data-sharing and other regulatory needs of the Unified Government and its citizens.

Secs. 35-69~~7~~98—35-720. - Reserved.

PASSED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS 14th DAY OF FEBRUARY, 2019.

_____
David Alvey, Mayor/CEO

Attest:

_____
Unified Government Clerk

(Published _____)

ORDINANCE NO. _____

AN ORDINANCE adding definitions of "electric-assisted scooters", "shared electric-assisted bicycles", "shared electric-assisted scooters" and "shared small vehicle program"; amending Section 35-1 to Chapter 35, Article XIV, of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas.

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

Section 1. That Section 35-1 to Chapter 35, Article XIV, of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby amended to read as follows:

Sec. 35-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcohol means any substance containing any form of alcohol including, but not limited to, ethanol, methanol, propanol, and isopropanol.

State Law reference— Similar provisions, K.S.A. 8-2,128.

Alcohol concentration means the number of grams of alcohol per 100 milliliters of blood or the number of grams of alcohol per 210 liters of breath.

State Law reference— Similar provisions, K.S.A. 8-2,128.

Alcohol or *drug-related conviction* means any of the following:

(1) Conviction of vehicular battery or aggravated vehicular homicide, if the crime is committed while committing a violation of K.S.A. 8-1567, and amendments thereto, or the ordinance of a city or resolution of a county in this state which prohibits any acts prohibited by that statute, or conviction of a violation of K.S.A. 8-2,144 or K.S.A. 8-1567; or K.S.A. 8-1025, and amendments thereto, or conviction of a violation of aggravated battery as described in K.S.A. 21-5413(b)(3), and amendments thereto.

(2) Conviction of a violation of a law of another state that would constitute a crime described in subsection (1) of this definition if committed in this state;

(3) Conviction of a violation of an ordinance of a city in this state or a resolution of a county in this state which would constitute a crime described in subsection (1) of this definition, whether or not such conviction is in a court of record; or

(4) Conviction of an act which was committed on a military reservation and which would constitute a violation of K.S.A. 8-2,144, K.S.A. 8-1567, or K.S.A. 8-1025 and amendments thereto, or would constitute a crime described in subsection (1) of this definition if committed off a military reservation in this state.

State Law reference— Similar provisions, K.S.A. 8-1013.

Alcoholic beverage means any alcoholic liquor, as defined by K.S.A. 41-10 or any cereal malt beverage, as defined by K.S.A. 41-2701.

Alcoholic liquor means alcohol, spirits, wine, beer and every liquid or solid, patented or not, containing alcohol, spirits, wine, or beer and capable of being consumed as a beverage by a human being, but shall not include any beer or cereal malt beverage containing not more than 3.2 percent alcohol by weight.

Alcohol-related offense means a violation of any law or ordinance specified in the definition of "alcohol or drug related conviction" in this section.

Alley or *alleyway* means a street or highway intended to provide access to the rear or side of lots or buildings in urban districts and not intended for the purpose of through vehicular traffic.

State Law reference— Similar provisions, K.S.A. 8-1402.

Arterial street means any U.S. or state numbered route, controlled-access highway or other major radial or circumferential street or highway designated by local authorities within their respective jurisdictions as part of a major arterial system of streets or highways.

State Law reference— Similar provisions, K.S.A. 8-1403.

Authorized emergency vehicle means such fire department vehicles, police bicycles, or police vehicles which are publicly owned, motor vehicles operated by ambulance services permitted by the emergency medical services board under the provisions of K.S.A. 65-6101 et seq., wreckers, tow trucks or car carriers, as defined by K.S.A. 66-1329 and having a certificate of public service from the state corporation commission, and such other publicly or privately owned vehicles which are designated as emergency vehicles pursuant to K.S.A. 8-2010.

State Law reference— Similar provisions, K.S.A. 8-1404.

A-weighted sound level means the sound pressure level in decibels as measured on a sound level meter using the A-weighting network. The level so used is designated dB(A) or dBA.

Bicycle means every device propelled by human power upon which any person may ride, having two tandem wheels, either of which is more than 14 inches in diameter.

State Law reference— Similar provisions, K.S.A. 8-1405.

Bus means:

(1) Every motor vehicle designed for carrying more than ten passengers and used for the transportation of persons.

(2) Every motor vehicle, other than a taxicab, designed and used for the transportation of persons for compensation.

State Law reference— Similar provisions, K.S.A. 8-1406.

Bus stop or zone means a portion of a roadway adjacent to the curb which has been marked by appropriate signs or painted markings and which is primarily reserved for the use of buses while loading and unloading passengers.

Business district means the territory contiguous to and including a highway when, within any 600 feet along such highway, there are buildings in use for business or industrial purposes, including, but not limited to, hotels, banks or office buildings, railroad stations and public buildings which occupy at least 300 feet of frontage on one side or 300 feet collectively on both sides of the highway.

State Law reference— Similar provisions, K.S.A. 8-1407.

Cereal malt beverage means any fermented but undistilled liquor brewed or made from malt or from a mixture of malt and/or malt substitute, but shall not include any such liquor that is more than 3.2 percent alcohol by weight.

Chief of police means the chief of police or any member of the police department of the unified government designated by the chief of police to act in the chief's place.

Church bus means every motor vehicle owned by a religious organization, and operated for the transportation of persons to or from services or activities of such religious organization. As used in this section, "religious organization" means any organization, church, body of communicants or group, gathered in common membership for mutual edification in piety, worship and religious observances, or a society of individuals united for religious purposes at a definite place.

State Law reference— Similar provisions, K.S.A. 8-1730a.

Commercial driver's license means a license issued pursuant to K.S.A. 8-234b that authorizes the operation of a commercial class vehicle.

Commercial motor vehicle means any of the following motor vehicles or combinations, if propelled by motor fuel and used, designed or maintained for the transportation of persons or property, and:

(1) Has two axles and a gross vehicle weight or registered gross weight exceeding 26,000 pounds or 12,000 kilograms;

(2) Has three or more axles, regardless of weight; or

(3) Is used in combination when the weight of such combination exceeds 26,000 pounds or 12,000 kilograms gross vehicle weight or registered gross weight.

State Law reference— Similar provisions, K.S.A. 79-34,108.

Compression release engine braking system means a hydraulically operated device that converts a power producing diesel engine into a power absorbing retarding mechanism.

State Law reference— Similar provisions, K.S.A. 8-1761(b).

Controlled-access highway means every highway, street or roadway in respect to which owners or occupants of abutting lands and other persons have no legal right of access to or from the same except at such points only and in such manner as may be determined by the public authority having jurisdiction over such highway, street or roadway.

State Law reference— Similar provisions, K.S.A. 8-1410.

Controlled substance means any drug, substance or immediate precursor included in any of the schedules designated in K.S.A. 65-4105, 65-4107, 65-4109, 65-4111 and 65-4113 and amendments thereto.

Conviction means an unvacated, adjudication of guilt, or a determination that a person has violated or failed to comply with the law and, in a court of original jurisdiction or an administrative proceeding, an unvacated forfeiture of bail or collateral deposited to secure the person's appearance in court, a plea of guilty or nolo contendere accepted by the court, the payment of a fine or court cost, or violation of a condition of release without bail, regardless of whether the penalty is rebated, suspended, or probated.

State Law reference— Similar provisions, K.S.A. 8-2,128.

Crosswalk means:

(1) That part of a roadway at an intersection included within the connections of the lateral lines of sidewalks on opposite sides of the highway measured from curbs or, in the absence of curbs, from the edges of the traversable roadway.

(2) Any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by lines or other markings on the surface.

State Law reference— Similar provisions, K.S.A. 8-1411.

Day care program has the meaning assigned to it in K.S.A. 39-1006.

State Law reference— Similar provisions, K.S.A. 8-1730a.

Day care program bus means every motor vehicle used primarily to carry out functions of a day care program.

Decibel means a unit for measuring the volume of a sound, equal to 20 times the logarithm to the base ten of the ratio of the pressure of the sound measured to the reference pressure, which is 20 micropascals or 20 micronewtons per square meter (20×10^{-6} Newtons/meter^{2}).

Department means the state department of transportation.

State Law reference— Similar provisions, K.S.A. 8-1409.

Director means the director of vehicles for the state.

State Law reference— Similar provisions, K.S.A. 8-1412.

Divided highway means a highway divided into two or more roadways by leaving an intervening space or by a physical barrier or by a clearly indicated dividing section so constructed as to impede vehicular traffic.

State Law reference— Similar provisions, K.S.A. 8-1414.

Division means the division of vehicles of the state department of revenue.

State Law reference— Similar provisions, K.S.A. 8-1413.

Double parking means the standing or stopping of a vehicle in the line of traffic and:

(1) To the rear of a vehicle angle parked or to the rear of a space where a vehicle may be parked at any angle to the curb or edge of the roadway; or

(2) To the roadway side of a vehicle parked parallel with the curb or edge of the roadway or the roadway side of the space in which a vehicle may be parked parallel to the curb or edge of the roadway.

Drawbar means a bar across the rear of a motor vehicle or a device securely attached to the motor vehicle which maintains a fixed position and to which a towbar may be coupled.

State Law reference— Similar provisions, K.S.A. 8-1414a.

Drive means to drive, operate or be in physical control of a motor vehicle.

Driver means every person who drives or is in actual physical control of a vehicle.

State Law reference— Similar provisions, K.S.A. 8-1416.

Driver's license means any license to operate a motor vehicle issued under the laws of the state.

State Law reference— Similar provisions, K.S.A. 8-1417.

Driveway-towaway operations means any operation in which any motor vehicle, trailer or semitrailer, singly or in combination, new or used, constitutes the commodity being transported, when one set or more of wheels of such vehicle are on the roadway during the course of transportation, whether or not any such vehicle furnishes the motive power.

State Law reference— Similar provisions, K.S.A. 8-1415.

Electric-assisted bicycle means a bicycle with two or three wheels, a saddle, fully operative pedals for human propulsion, and an electric motor. The electric-assisted bicycle's electric motor must have a power output of no more than 1,000 watts, be incapable of propelling the device at a speed of more than 20 miles per hour on level ground, and be incapable of further increasing the speed of the device when human power alone is used to propel the device beyond 20 miles per hour.

State Law reference— Similar provisions, K.S.A. 8-1415.

Electric-assisted scooter means every self-propelled device with an electric motor, a deck upon which a person may ride, handlebars, a brake and at least two wheels in contact with the ground. The electric-assisted scooter's electric motor must have a power output of no more than 1,000 watts, be incapable of propelling the device at a speed of more than 15 miles per hour on level ground, and be incapable of further increasing the speed of the device when human power alone is used to propel the device beyond 15 miles per hour.

State Law reference— Similar provisions, K.S.A. 8-1489.

Electric personal assistive mobility device means a self-balancing two nontandem wheeled device, designed to transport only one person, with an electric propulsion system that limits the maximum speed of the device to 15 miles per hour or less.

State Law reference— Similar provisions, K.S.A. 8-1491.

Essential parts means all integral and body parts of a vehicle of a type required to be registered hereunder, the removal, alteration or substitution of which would tend to conceal the identity of the vehicle or substantially alter its appearance, model, type or mode of operation.

State Law reference— Similar provisions, K.S.A. 8-1418.

Explosives means any chemical compound or mechanical mixture that is commonly used or intended for the purpose of producing an explosion and which contains any oxidizing and combustible units or other ingredients in such proportions, quantities, or packing that an ignition by fire, friction, concussion, percussion, or detonation of any part of the compound or mixture may cause such a sudden generation of highly heated gases that the resultant gaseous pressures are capable of producing destructive effects on contiguous objects or of destroying life or limb.

State Law reference— Similar provisions, K.S.A. 8-1419.

Farm tractor means every motor vehicle designed and used primarily as a farm implement for drawing plows, mowing machines and other implements of husbandry. Such term shall include every self-propelled implement of husbandry.

State Law reference— Similar provisions, K.S.A. 8-1420.

Flammable liquid means any liquid which has a flashpoint of 70 degrees Fahrenheit or less, as determined by a Tagliabue or equivalent closed-cup test device.

State Law reference— Similar provisions, K.S.A. 8-1421.

Gross vehicle weight rating means the value specified by the manufacturer as the maximum loaded weight of a single or a combination (articulated) vehicle, or registered gross weight, whichever is greater. The gross vehicle weight rating of a combination (articulated) vehicle (commonly referred to as the "gross combination weight rating,") is the gross vehicle weight rating of the towed unit or units.

State Law reference— Similar provisions, K.S.A. 8-1489.

Gross weight means the weight of a vehicle without load plus the weight of any load thereon.

State Law reference— Similar provisions, K.S.A. 8-2,128.

Hazardous materials has the same meaning as that found in section 103 of the Hazardous Materials Transportation Act, 49 USC 1801 et seq.

House trailer means:

(1) A trailer or semitrailer which is designed, constructed and equipped as a dwelling place, living abode or sleeping place, either permanently or temporarily, and is equipped for use as a conveyance on streets and highways; or

(2) A trailer or a semitrailer whose chassis and exterior shell is designed and constructed for use as a house trailer as defined in subsection (1) of this definition, but which is used instead permanently or temporarily for the advertising, sales, display or promotion of merchandise or services or for any other commercial purpose except the transportation of property for hire or the transportation of property for distribution by a private carrier.

The term "house trailer" does not include a manufactured home or a mobile home as defined in K.S.A. 58-4202.

State Law reference— Similar provisions, K.S.A. 8-1425.

Identifying numbers means the numbers and letters, if any, on a vehicle designated by the division for the purpose of identifying the vehicle.

State Law reference— Similar provisions, K.S.A. 8-1426.

Ignition interlock device means a device that uses a breath analysis mechanism to prevent a person from operating a motor vehicle if such person has consumed an alcoholic beverage.

State Law reference— Similar provisions, K.S.A. 8-1013.

Implement of husbandry means every vehicle designed or adapted and used exclusively for agricultural operations, including feedlots, and only incidentally moved or operated on the highways. Such term shall include, but not be limited to a fertilizer spreader, nurse tank, or truck permanently mounted with a spreader used exclusively for dispensing or spreading water, dust, or liquid fertilizers or agricultural chemicals, as defined in K.S.A. 2-2202 and amendments thereto, regardless of ownership. The term "implement of husbandry" shall not include:

(1) A truck mounted with a fertilizer spreader used or manufactured principally to spread animal dung;

(2) A mixer-feed truck owned and used by a feedlot, as defined by K.S.A. 47-1501, and amendments thereto, and specially designed and used exclusively for dispensing feed to livestock in such feedlot; or

(3) A truck permanently mounted with a spreader used exclusively for dispensing or spreading water, dust or liquid fertilizers or agricultural chemicals thereto, regardless of ownership.

State Law reference— Similar provisions, K.S.A. 8-1427.

Intersection means:

(1) The area embraced within the prolongation or connection of the lateral curblines or, if none, then the lateral boundary lines of the roadways of two highways which join one another at or approximately at right angles or the area within which vehicles traveling upon different highways joining at any other angle may come in conflict; or

(2) Where a highway includes two roadways 30 feet or more apart, then every crossing of each roadway of such divided highway by an intersecting highway shall be regarded as a separate intersection. In the event such intersecting highway also includes two roadways 30 feet or more apart, then every crossing of two roadways of such highways shall be regarded as a separate intersection.

The junction of an alley with a street or highway shall not constitute an intersection.

State Law reference— Similar provisions, K.S.A. 8-1428.

Laned roadway means a roadway that is divided into two or more clearly marked lanes for vehicular traffic.

State Law reference— Similar provisions, K.S.A. 8-1429.

Law enforcement officer has the meaning provided by K.S.A. 21-3110 and includes any person authorized by law to make an arrest on a military reservation and the license administrator for purposes of enforcement of this chapter's provisions on vehicle size, weight and load.

License or *license to operate a motor vehicle* means any driver's license or any other license or permit to operate a motor vehicle issued under or granted by the laws of this state, including:

(1) Any temporary license or instruction permit.

(2) The privilege of any person to drive a motor vehicle, whether or not such person holds a valid license.

(3) Any nonresident's operating privilege.

State Law reference— Similar provisions, K.S.A. 8-1430.

Light transmission means the ratio of the amount of total light to pass through a product or material, including any safety glazing material to the amount of the total light falling on the product or material and the glazing.

State Law reference— Similar provisions, K.S.A. 8-1749b.

Lightweight roadable vehicle means a multipurpose motor vehicle that is allowed to be driven on public roadways and is required to be registered with, and flown under the direction or, the federal aviation administration.

Line, center, means a continuous or broken line marked upon the surface of a roadway by paint or otherwise to indicate each portion of the roadway allocated to traffic proceeding in opposite directions and, if the line is not so painted or otherwise marked, it is an imaginary line in the roadway equally distant from the edges or curbs of the roadway.

Line, lane, means a continuous or broken longitudinal line marked on the surface of a roadway separating two traffic lanes controlling vehicles moving in the same direction.

Litter means garbage, refuse, rubbish and all other waste material or any combination thereof.

Loading zone means a space adjacent to a curb reserved for the exclusive use of vehicles during the loading or unloading of passengers or materials.

Low speed vehicle means any four-wheeled electric vehicle whose top speed is greater than 20 miles per hour but not greater than 25 miles per hour and is manufactured in compliance with the national highway and traffic safety administration standards for low-speed vehicles in 49 CFR. 571.500.

State Law reference— Similar provisions, K.S.A. 8-1488.

Luminous reflectants means the ratio of the amount of total light that is reflected outward by the product or material to the amount of the total light falling on the product or material.

State Law reference— Similar provisions, K.S.A. 8-1749b.

Mail means to deposit in the United States mail properly addressed and with postage prepaid.

State Law reference— Similar provisions, K.S.A. 8-1433.

Metal tire means every tire the surface of which, in contact with the highway, is wholly or partly of metal or other hard nonresiliant material.

State Law reference— Similar provisions, K.S.A. 8-1435.

Micro utility truck means any motor vehicle which is not less than 48 inches in width, has an overall length, including the bumper, of not more than 144 inches, has an unladen weight, including fuel and fluids, of more than 1,500 pounds, can exceed 40 miles per hour as originally manufactured and is manufactured with a metal cab. The term "micro utility truck" does not include a work-site utility vehicle.

Motor-driven cycle means every motorcycle, including every motor scooter, with a motor that produces not to exceed five brake horsepower and every bicycle with a motor attached, except a motorized bicycle or an electric-assisted bicycle.

State Law reference— Similar provisions, K.S.A. 8-1439.

Motor vehicle means every vehicle, other than a motorized bicycle or a motorized wheelchair, which is self-propelled and every vehicle that is propelled by electric power obtained from overhead trolley wires but not operated upon rails.

State Law reference— Similar provisions, K.S.A. 8-1437.

Motorcycle means every vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, but excluding a tractor.

State Law reference— Similar provisions, K.S.A. 8-1438.

Motorized bicycle means every device having two tandem wheels or three wheels which may be propelled by either human power or helper motor or by both and which has:

(1) A motor that produces not more than 3½ brake horsepower:

(2) A cylinder capacity of not more than 130 cubic centimeters;

(3) An automatic transmission; and

(4) The capability of a maximum design speed of no more than 30 miles per hour.

State Law reference— Similar provisions, K.S.A. 8-1439a.

Motorized skateboard means every self-propelled device which has a motor or engine, a deck on which a person may ride and at least two wheels in contact with the ground. An electric-assisted scooter shall not be considered to be a motorized skateboard.

Motorized wheelchair means any self-propelled vehicle designed specifically for use by a physically disabled person that is incapable of a speed in excess of 15 miles per hour.

State Law reference— Similar provisions, K.S.A. 8-1439c.

Muffler means a sound dissipative device for abating the sound of escaping gases of an internal combustion engine.

Nonreflective means a product or material designed to absorb light rather than to reflect it.

State Law reference— Similar provisions, K.S.A. 8-1749b.

Nonresident means every person who is not a resident of this state.

State Law reference— Similar provisions, K.S.A. 8-1440.

Nonresident's operating privilege means the privilege conferred upon a nonresident by the laws of this state pertaining to the operation by such person of a motor vehicle or the use of a vehicle owned by such person in this state.

State Law reference— Similar provisions, K.S.A. 8-1441.

Occurrence means a test refusal, test failure or alcohol or drug-related conviction, or any combination thereof arising from one arrest, including an arrest which occurred prior to the effective date of the ordinance from which this section is derived.

Official traffic-control devices means all signs, signals, markings, and devices, not inconsistent with this chapter, placed or erected by authority of a public body or official having jurisdiction for the purposes of regulating, warning or guiding traffic.

State Law reference— Similar provisions, K.S.A. 8-1442.

Official traffic-control signal means any device, whether manually, electrically or mechanically operated, by which traffic is alternately directed to stop and permitted to proceed.

One-way street means any street upon which all vehicular and bicycle traffic is restricted to movement in one direction only.

Other competent evidence includes:

(1) Alcohol concentration tests obtained from samples taken three hours or more after the operation or attempted operation of a vehicle; and

(2) Readings obtained from a partial alcohol concentration test on a breath testing machine.

State Law reference— Similar provisions, K.S.A. 8-1013.

Owner means a person, other than a lienholder, having the property in or title to a vehicle. Such term includes a person entitled to the use and possession of a vehicle subject to a security interest in another person, but excludes a lessee under a lease not intended as security.

State Law reference— Similar provisions, K.S.A. 8-1443.

Park or *parking* means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading property or passengers.

State Law reference— Similar provisions, K.S.A. 8-1444.

Parking meter means a device for the purpose of measuring the time lapsed since the deposit of a coin in the slot provided and equipped with a mechanism to indicate the legal time a vehicle may remain in the designated place.

Passenger car means every motor vehicle, except motorcycles and motor-driven cycles, designed for carrying ten passengers or fewer.

State Law reference— "Passenger car" defined, K.S.A. 8-1445.

Passenger zone means an area adjacent to a curb reserved for the exclusive use of vehicles during the actual loading or unloading of passengers.

Pedestrian means:

(1) Any person afoot;

(2) Any person in a wheelchair, either manually or mechanically propelled, or other low powered, mechanically propelled vehicle designed specifically for use by a physically disabled person; or

(3) Any person using an electric personal assistive mobility device.

State Law reference— Similar provisions, K.S.A. 8-1446.

Person with a disability means any individual who:

(1) Has a severe visual impairment;

(2) Cannot walk 100 feet without stopping to rest;

(3) Cannot walk without the use of or assistance form a brace, cane, crutch, another person, prosthetic device, wheelchair or other assistive device;

(4) Is restricted by lung disease to such an extent that the person's forced (respiratory) expiratory volume for one second, when measured by spirometry, is less than one liter or the arterial oxygen tension is less than 60 mm/hg on room air at rest;

(5) Uses portable oxygen;

(6) Has a cardiac condition to the extent that the person's functional limitations are classified in severity as class III or class IV according to standards set by the American Heart Association; or

(7) Is severely limited in such person's ability to walk due to an arthritic, neurological or orthopedic condition.

State Law reference— Similar provisions, K.S.A. 8-1,124.

Pneumatic tire means every tire in which compressed air is designed to support the load.

State Law reference— Similar provisions, K.S.A. 8-1448.

Pole trailer means every vehicle without motive power designed to be drawn by another vehicle and attached to the towing vehicle by means of a reach or pole or by being boomed or otherwise secured to the towing vehicle and ordinarily used for transporting long or irregular-shaped loads such as poles, pipes or structural members capable generally of sustaining themselves as beams between the supporting connections.

State Law reference— Similar provisions, K.S.A. 8-1449.

Police officer means every law enforcement officer authorized to direct or regulate traffic or to make arrests for violations of traffic regulations.

State Law reference— Similar provisions, K.S.A. 8-1450.

Private road or driveway means every way or place in private ownership and used for vehicular travel by the owner and those having express or implied permission from the owner, but not by other persons.

State Law reference— Similar provisions, K.S.A. 8-1451.

Railroad means a carrier of persons or property upon cars, other than streetcars, operated upon stationary rails.

State Law reference— Similar provisions, K.S.A. 8-1452.

Railroad sign or signal means any sign, signal or device erected by authority of a public body or official or by a railroad and intended to give notice of the presence of railroad tracks or the approach of a railroad train.

State Law reference— Similar provisions, K.S.A. 8-1453.

Railroad train means a steam engine, electric engine, or other motor, with or without cars coupled thereto, operated upon rails.

State Law reference— Similar provisions, K.S.A. 8-1454.

Recreational vehicle means a vehicular-type unit built on or for use on a chassis and designed primarily as living quarters for recreational, camping, vacation, or travel use and which has its own motive power or is mounted on or drawn by another vehicle and which has a body width not exceeding 102 inches and a body length not exceeding 45 feet; such term shall not include a unit which has no electrical system which operates above 12 volts and has no provisions for plumbing, heating and any other component or feature for which a standard is adopted by the Uniform Standards Code for Mobile Homes and Recreational Vehicles, K.S.A. 75-1211—75-1225.

State Law reference— Similar provisions, K.S.A. 79-5118.

Registered gross weight means that weight for which a vehicle should be registered in the jurisdiction in which it is registered.

Registration means the registration certificate or certificates and registration plates issued under the laws of this state pertaining to the registration of vehicles.

State Law reference— Similar provisions, K.S.A. 8-1455.

Residential district means any area where the property is zoned for residential occupancy, including single-family, two-family, multifamily dwellings and territory contiguous thereto for 300 feet in any direction.

State Law reference— "Residence district" defined, K.S.A. 8-1456.

Revocation of driver's license means the termination by formal action of the division of a person's license or privilege to operate a motor vehicle on the public highways; such termination shall not be subject to renewal or restoration except that an application for a new license may be presented and acted upon by the division after the expiration of the applicable period of time prescribed by state law.

State Law reference— Similar provisions, K.S.A. 8-1457.

Right-of-way means the right of one vehicle or pedestrian to proceed in a lawful manner in preference to another vehicle or pedestrian approaching under such circumstances of direction, speed and proximity as to give rise to danger of collision unless one grants precedence to the other.

State Law reference— Similar provisions, K.S.A. 8-1458.

Road construction zone means the portions of a highway that are identified by posted or moving signs as being a construction or maintenance work area. The zone starts at the first sign identifying the zone and continues until a posted or moving sign indicates that the road construction zone has ended.

State Law reference— Similar provisions, K.S.A. 8-1458a.

Roadway means that portion of a highway improved, designed or ordinarily used for vehicular travel, exclusive of the berm or shoulder. In the event a highway includes two or more separate roadways, the term "roadway" as used herein, shall refer to any such roadway separately but not to all such roadways collectively.

State Law reference— Similar provisions, K.S.A. 8-1459.

Safety hitch means a chain, cable, or other material of sufficient weight which will prevent the towed vehicle from breaking loose in the event the towbar fails or becomes disconnected.

State Law reference— Similar provisions, K.S.A. 8-1459a.

Safety zone means the area or space officially set apart within a roadway for the exclusive use of pedestrians and which is protected or is so marked or indicated by adequate signs as to be plainly visible at all times while set apart as a safety zone.

State Law reference— Similar provisions, K.S.A. 8-1460.

Samples includes breath supplied directly for testing which is not preserved.

State Law reference— Similar provisions, K.S.A. 8-1013.

School bus means every motor vehicle defined and designated as a school bus in K.S.A. 72-8301.

State Law reference— Similar provisions, K.S.A. 8-1461.

School crossing guard means any person 18 years of age and older or any person under 18 years of age who is being directly supervised by a person at least 18 years of age, acting with or without compensation and who is authorized by a school district or by the unified government to supervise, direct, monitor, or otherwise assist school children at a street or intersection in the vicinity of a school crosswalk or bus stop.

Secretary means the secretary of transportation for the state.

State Law reference— Similar provisions, K.S.A. 8-1415.

Shared Electric-assisted Bicycles shall mean a dockless network of electric-assisted bicycles, as defined in this Section, placed in the public right-of-way and for rent in short term increments, that

provides increased mobility options over short distances, and located within the corporate limits of Kansas City, Kansas.

Shared Electric-assisted Scooters shall mean a dockless network or system of electric-assisted scooters, as defined in this Section, placed in the public right-of-way and for rent in short term increments, that provides increased mobility options over short distances, and located within the corporate limits of Kansas City, Kansas.

Shared Small Vehicle Program shall mean a dockless network of Shared Electric-assisted Scooters and/or Shared Electric Assisted Bicycles, placed in the public right-of-way and available for rent in short term increments, that provides increased mobility options over short distances, and located within the corporate limits of Kansas City, Kansas.

State Law reference— Similar provisions, K.S.A. 8-1409.

Semitrailer means every vehicle, with or without motive power, other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that some part of its weight and that of its load rests upon or is carried by another vehicle.

State Law reference— Similar provisions, K.S.A. 8-1464.

Sidewalk means that portion of a street between the curblines or the lateral lines of a roadway and the adjacent property lines intended for the use of pedestrians.

State Law reference— Similar provisions, K.S.A. 8-1465.

Solid rubber tire means every tire of rubber or other resilient material that does not depend upon compressed air for the support of the load.

State Law reference— Similar provisions, K.S.A. 8-1466.

Special mobile equipment means every vehicle not designed or used primarily for the transportation of persons or property and only incidentally operated or moved over a highway, including, but not limited to, ditch-digging apparatus, well-boring apparatus and road construction and maintenance machinery such as asphalt spreaders, bituminous mixers, bucket loaders, tractors other than truck tractors, ditchers, leveling graders, finishing machines, motor graders, road rollers, scarifiers, earth-moving carryalls and scrapers, power shovels and draglines, and self-propelled cranes and earthmoving equipment. The term does not include house trailers, dump trucks, truck-mounted transit mixers, cranes or shovels, or other vehicles designed for the transportation of persons or property to which machinery has been attached.

State Law reference— Similar provisions, K.S.A. 8-1467.

Special vehicle combination means a truck-tractor, semitrailer-trailer and trailer combination of vehicles. A trailer may consist of a converter dolly and a semitrailer. It may also be referred to as an "SVC."

Specially constructed vehicle means every vehicle of a type required to be registered in this state not originally constructed under a distinctive name, make, model or type by a generally recognized manufacturer of vehicles and not materially altered from its original construction.

State Law reference— Similar provisions, K.S.A. 8-1468.

Stand or *standing* means the halting of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in receiving or discharging passengers.

State Law reference— Similar provisions, K.S.A. 8-1469.

Stop, when required, means complete cessation of movement.

State Law reference— Similar provisions, K.S.A. 8-1471.

Stop or *stopping,* when prohibited, means any halting even momentarily of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic-control sign or signal.

State Law reference— Similar provisions, K.S.A. 8-1472.

Street or highway means the entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel. Where the word "highway" or the word "street" are used in this chapter, they shall mean street, avenue, boulevard, thoroughfare, trafficway, alley and other public ways for vehicular travel by whatever name, unless the context clearly indicates otherwise.

State Law reference— Similar provisions, K.S.A. 8-1473.

Sun screening device means a film material or device that is designed to be used in conjunction with motor vehicle safety glazing material for reducing the effects of the sun.

State Law reference— Similar provisions, K.S.A. 8-1749b.

Suspension of a driver's license means the temporary withdrawal by formal action of the division of a person's license or privilege to operate a motor vehicle on the highways, such temporary withdrawal being for a period specifically designated by the division.

State Law reference— Similar provisions, K.S.A. 8-1474.

Taxicab stand means that portion of a public street approved for the standing of taxicabs, and so marked.

Test failure or *fails a test* refers to a person having results of a test administered pursuant to this chapter, other than a preliminary screening test, which show an alcohol concentration of 0.08 or greater in the person's blood or breath.

State Law reference— Similar provisions, K.S.A. 8-1013.

Test refusal or *refuses a test* refers to a person's failure to submit to or complete any test, other than a preliminary screening test, in accordance with this chapter.

State Law reference— Similar provisions, K.S.A. 8-1013.

Through highway means every highway or portion thereof on which traffic is given preferential right-of-way, and at the entrances to which vehicular traffic from intersecting highways is required by law to yield the right-of-way to vehicles on such highway in obedience to either a stop sign, yield sign or other traffic-control device, when such signs or devices are erected as provided in this chapter.

State Law reference— Similar provisions, K.S.A. 8-1475.

Towbar means a rigid piece of material which is structurally adequate to hold any weight vehicle towed and which is properly and securely mounted to the towed vehicle without excessive slack but with sufficient play to allow for universal action of the connection and which is equipped with a suitable locking device to prevent accidental separation of the towing vehicle and the towed vehicle.

State Law reference— Similar provisions, K.S.A. 8-1475a.

Traffic means pedestrians, ridden or herded animals, vehicles and other conveyances, whether singly or together, while using any highway for purposes of travel.

State Law reference— Similar provisions, K.S.A. 8-1477.

Traffic-control signal means any device, whether manually, electrically or mechanically operated, by which traffic is alternately directed to stop and permitted to proceed.

State Law reference— Similar provisions, K.S.A. 8-1478.

Traffic-control signal preemption device means any device instrument or mechanism designed, intended, or used to interfere with the operation or cycle of a traffic-control signal.

State Law reference— Similar provisions, K.S.A. 21-4223.

Traffic infraction means a violation of any section of this chapter that prohibits or requires the same behavior as that prohibited or required by a statutory provision that is classified as a traffic infraction in K.S.A. 8-2118(c).

State Law reference— Similar provisions, K.S.A. 21-3105.

Trailer means every vehicle with or without motive power, other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that no part of its weight rests upon the towing vehicle.

State Law reference— Similar provisions, K.S.A. 8-1479.

Travel trailer means every vehicle without motive power designed to be towed by a motor vehicle constructed primarily for recreational purposes.

State Law reference— Similar provisions, K.S.A. 8-1490.

Truck means every motor vehicle designed, used, or maintained primarily for the transportation of property.

State Law reference— Similar provisions, K.S.A. 8-1481.

Truck-camper means any structure designed, used or maintained primarily to be loaded on or affixed to a motor vehicle to provide a mobile dwelling, sleeping place, office or commercial space.

State Law reference— Similar provisions, K.S.A. 8-1482.

Truck tractor means every motor vehicle designed and used primarily for drawing other vehicles and not so constructed as to carry a load, other than a part of the weight of the vehicle so drawn.

State Law reference— Similar provisions, K.S.A. 8-1483.

Urban district means the territory contiguous to and including any street which is built up with structures devoted to business, industry or dwelling houses, situated at intervals of less than 100 feet for a distance of a quarter of a mile or more.

State Law reference— Similar provisions, K.S.A. 8-1484.

Vehicle means every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, except electric personal assistive mobility devices or devices moved by human power or used exclusively upon stationary rails or tracks.

State Law reference— Similar provisions, K.S.A. 8-1485.

Wide-base single tires means all tires having a section width, as specified by the manufacturer, of 14 inches or more.

State Law reference— Similar provisions, K.S.A. 8-1742b.

Wireless communication device means any wireless electronic communication device that provides for voice or data communication between two or more parties, including but not limited to, a mobile or cellular telephone, a text messaging device, a personal digital assistant that sends or receives messages, an audio-video player that sends or receives messages or a laptop computer. Wireless communication device does not include a device which is voice-operated and which allows the user to send or receive a text based communication without the use of either hand, except to activate or deactivate a feature or function.

Work-site utility vehicle means any motor vehicle which is not less than 48 inches in width, has an overall length, including the bumper, or not more than 135 inches, has an unladen weight, including fuel and fluids, of more than 800 pounds and is equipped with four or more low pressure tires, a steering wheel and bench or bucket-type seating allowing at least two people to sit side by side, and may be equipped with a bed or cargo box for hauling materials. The term "work-site utility vehicle" does not include a micro utility truck.

Write, send or *read a written communication* means using a wireless communication device to manually type, send or read a written communication, including, but not limited to a text message, instant message or electronic mail.

(Code 1964, § 36-1; Code 1988, § 35-1; Ord. No. 53410, § 1, 1-7-1975; Ord. No. 55191, § 1, 8-3-1976; Ord. No. 58345, § 1, 7-27-1978; Ord. No. 61738, § 1, 7-31-1980; Ord. No. 63953, § 1, 7-1-1982; Ord. No. 64705, § 1, 9-20-1984; Ord. No. 64834, § 1, 7-1-1985; Ord. No. 65069, §§ 1, 2, 10-16-1986; Ord. No. 65198, § 1, 9-3-1987; Ord. No. 65342, § 1, 8-18-1988; Ord. No. 65343,

§ 1, 8-18-1988; Ord. No. 65479, §§ 1, 2, 11-16-1989; Ord. No. 65589, § 1, 12-20-1990; Ord. No. 65822, §§ 1-3, 7-8-1993; Ord. No. 66164, §§ 1, 2, 10-17-1996; Ord. No. O-44-02, § 2, 6-6-2002; Ord. No. O-19-04, § 1, 3-4-2004; Ord. No. O-2-05, §§ 1, 2, 1-6-2005; Ord. No. O-103-06, § 1, 10-5-2006; Ord. No. O-8-08, §§ 1, 2, 1-31-2008; Ord. No. O-60-08, § 1, 9-4-2008; Ord. No. O-85-09, § 1, 11-5-2009; Ord. No. O-52-10, § 1, 9-16-2010; Ord. No. O-51-12, § 1, 9-6-2012; Ord. No. O-49-15, § 1, 8-13-2015)

Cross reference— Definitions generally, § 1-2.

PASSED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS 14th DAY OF FEBRUARY, 2019.

_____
David Alvey, Mayor/CEO

Attest:

_____
Unified Government Clerk

Staff Request for Commission Action

Tracking No. 1956

Full Commission Meeting Date: 2/14/19
Committee: Public Works & Safety

Date of Standing Committee Action: 1/28/19
(If none, please explain):

Publication Required: Yes 02/21/2019

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
01/16/2019	Susan Alig	x5085	salig@wycokck.org	Legal

Item Description:

Request addition of Progressive Design Build ordinance to the procurement code to enable the use of the progressive design build alternative delivery method for city construction projects.

Action Requested:
To approve the ordinance.

Budget Impact: (if applicable)
Amount:
Source:
Included In Budget:
Other (explain):

Attachments List:
Progressive Design Build- clean, Progressive Design Build- redline

(Published _____)

ORDINANCE NO. _____

AN ORDINANCE relating to alternative project delivery methods for the design and construction of buildings and other structures; amending original sections 29-1, 29-152, 29-312(a), 29-313; creating new sections 29-316.

WHEREAS, Kansas law allows counties to pursue alternative project delivery methods for the design and construction of buildings and other structures based on qualifications and a best value approach; and

WHEREAS, building progressive design build services is a common alternative project delivery method; and

WHEREAS, the Unified Government wishes to utilize the alternative project delivery method of progressive design build for the design and construction of buildings and other structures on some city projects; and

WHEREAS, additional legal authority is required to allow the Unified Government to utilize the alternative project deliver method of progressive design build for the construction of Unified Government city projects.

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

Section 1. That Chapter 29, Article I, Section 29-1 of the Code of the Unified Government of Wyandotte County/ Kansas City, Kansas, be and it is hereby amended to include the following definition:

Building progressive design-build means a project for which the design and preconstruction services are furnished under one contract, followed by a guaranteed maximum price amendment to the contract upon the completion of a specified percentage of design services.

Progressive design build contract means the contract whereby the unified government acquires from a design-builder design and preconstruction services and an obligation to carry out construction under a subsequent guaranteed maximum price amendment to the contract.

Section 2. That Chapter 29, Article III, Division 1, Section 29-152 of the Code of the Unified Government of Wyandotte County/ Kansas City, Kansas, be and is hereby amended to read as follows:

Sec. 29-152.- Methods of Source Selection.

Unless otherwise authorized by law, all unified government contracts shall be awarded by competitive sealed bidding, pursuant to section 29-153, except as provided in:

(1) Section 29-153, pertaining to competitive sealed bidding;
(2) Section 29-154, pertaining to competitive sealed proposals;
(3) Section 29-155, pertaining to minor purchases;
(4) Section 29-156, pertaining to sole source procurement;
(5) Section 29-157, pertaining to emergency procurements;
(6) Section 29-158, pertaining to requests for proposals for accountants, lawyers, and consultants;
(7) Section 29-312, pertaining to architect, engineer, real estate appraisal, and land surveying services;
(8) Section 29-313, pertaining to construction management at-risk;
(9) Section 29-314, pertaining to building design-build projects;
(10) Section 29-315, pertaining to building progressive design-build projects;
(11) Section 29-519, pertaining to intergovernmental cooperative bidding and purchasing.

(Ord. No. 64497, §1(3-101), 6-27-1983)

Section 3. That Chapter 29, Article V, Section 29-312(a) of the Code of the Unified Government of Wyandotte County/ Kansas City, Kansas, be and is hereby amended to read as follows:

Sec. 29-312.- Architect, engineer, real estate appraisal and land-surveying services.

(a.) *Applicability*. Architect, engineer, real estate appraisal and land surveying services shall be procured as provided in this section except as authorized by sections 29-155, 29-156, 29-157, 29-313, 29-314, 29-315, and 29-316.

Section 4. That Chapter 29, Article V, Section 29-313 is hereby amended to read as follows:

Sec. 29-313.- Criteria for use, city public projects.

(a.) Notwithstanding any other provision of the law to the contrary, the unified government is hereby authorized to institute an alternative project delivery program whereby construction management at-risk, building design-build, or building progressive design-build procurement processes may be utilized on city public projects pursuant to this section and applicable state law on county public projects. This authorization for construction management at-risk, building design-build, and building progressive design-build procurement shall be for the sole and exclusive use of planning, acquiring, designing, building, equipping, altering, repairing, improving or demolishing any structure or appurtenance thereto, including facilities, utilities or other improvements to any real property, but shall not include highways, roads, bridges, dams or related structures or stand-alone parking lots.

Section 5. That Chapter 29, Article V, is hereby amended to create a new Section 29-316 to read as follows:

Sec. 29-316.- Progressive Design Build.

Except as provided by applicable state law, progressive design-build project delivery procedures shall be conducted as follows:

(1.) The unified government shall determine the scope and level of detail required to permit qualified firms to submit progressive design-build qualifications and proposals in accordance with the unified government's requirements given the nature of the project. A request for qualifications shall be prepared for each progressive design-build contract containing at minimum the procedures to be followed for each of the two phases in the process for submitting the statement of qualifications and proposals, the criteria for evaluation of the statement of qualifications and proposals and their relative weight and the procedures for making awards.

(2.) Notice of requests for qualification shall be advertised and published at least 15 days prior to the commencement of such request in the official county newspaper and in such other appropriate manner as may be determined by the Unified Government. The notice shall include a description of the project and the procedures for submittal.

(3.) The unified government shall solicit proposals in a two-stage process. Phase I shall be the solicitation of qualifications of the design-build team and prequalifying a short list of firms to advance to Phase II. Phase II shall be the solicitation of a proposal including the proposed project approach and an interview with each firm to present their qualifications and answer questions.

a. Phase I shall require all firms to submit a statement of qualifications which shall include, but not be limited to, the following:
    i. Demonstrated ability to perform projects comparable in design, scope and complexity.
    ii. References of owners for whom progressive design-build projects or any alternative delivery projects have been performed.
    iii. Qualifications of personnel who will manage the design and construction aspects of the project.
    iv. The names and qualifications of the primary design consultants and contractors with whom the design-builder proposes to subcontract. The design-builder may not replace an identified subcontractor or subconsultant without the written approval of the unified government.
    v. Firms submitting a statement of qualifications shall be capable of providing a public works bond in accordance with K.S.A. 60-1111, and amendments thereto, and shall present evidence of such bonding capability to the unified government with their statement of qualifications. If a firm fails to present such evidence, such firm shall be deemed unqualified for selection under this subsection.

b. The unified government shall evaluate the qualifications of all firms in accordance with the instructions prescribed in the request for qualifications. A short list containing a minimum of three and maximum of five qualified firms selected by the evaluation team to have the best and most relevant qualification to perform the services required of the project and may proceed to phase II of the selection process. If the unified government receives qualifications from less than four firms, all firms shall be invited to participate in Phase II of the selection process. Firms lacking the necessary qualifications to perform the work shall be disqualified and shall not proceed to phase II of the process. Under no circumstances shall price or fees be considered as part of the prequalification criteria. Points assigned in the phase I evaluation process shall not carry forward to phase II of the process. All qualified firms shall be ranked on points given. The evaluation and scoring process shall determine the greatest value to the unified government.

c. Phase II of the process shall be conducted as follows:
   i. The remaining project requirements will be provided to the prequalified firms to include the following:
      (A) The terms and conditions for the design-build contract.
      (B) The design criteria package, if applicable.
      (C) A schedule for planned commencement and completion of the design-build contract.
      (D) Requirements, including any available ratings for performance bonds, payment bonds and insurance.
      (E) Any other information that the unified government at its discretion chooses to supply, including without limitation, surveys, soil reports, drawings of existing structures, environmental studies, photographs or references to public records.

   ii. Prequalified firms selected in phase I shall be given a request for proposal. The request for proposal shall require all firms to submit a more in-depth response including, but not be limited to:
      (A) Company overview;
      (B) Experience or references, or both, relative to the project under question;
      (C) Resumes of proposed project personnel;
      (D) Overview of preconstruction services;
      (E) Overview of construction planning;
      (F) Proposed safety plan;

(G) Fees, including fees for preconstruction services, fees for general conditions, fees for overhead and profit and fees for self-performed work, if any.

d. The submittals shall be evaluated and assigned points in accordance with the requirements of the request for proposal.

(4.) The successful responsive firm shall be awarded the progressive design-built contract. If the unified government determines, that it is not in the best interest of the unified government to proceed with the project pursuant to the proposal offered by the successful firm, the unified government shall reject all proposals.

(5.) If all proposals are rejected, the unified government may solicit new proposals using different design criteria, budget constraints or qualifications.

(6.) The progressive design-build contract will typically be awarded in phases; design and preconstruction followed by one or more amendments for construction. The contract form will be a cost plus guaranteed maximum price contract.

(7.) The unified government or progressive design-builder, at the unified government's discretion, shall publish a construction services bid notice as may be determined by the unified government. Each construction services bid notice shall include the request for bids and other bidding information prepared by the design-builder and the unified government. The unified government may allow the design-builder to self-perform construction services provided the construction manager or general contractor submits a bid proposal under the same conditions as all other competing firms. At the time for opening the bids, the design-builder shall evaluate the bids and shall determine the lowest responsible bidder except in the case of self-performed work for which the unified government shall determine the lowest responsible bidder. The design-builder shall enter into a contract with each firm performing the construction services for the project. All bids will be available for public view.

Section 7. This ordinance shall take effect and be in full force after its passage, approval, and publication in the official Unified Government newspaper.

PASSED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/ KANSAS CITY, KANSAS

THIS _____ DAY OF _____, 2019

_____
David Alvey, Mayor/CEO

ATTEST:

_____
Unified Government Clerk

Approved as to form:

_____

Susan Alig, Assistant Counsel

(Published _____)

ORDINANCE NO. _____

AN ORDINANCE relating to alternative project delivery methods for the design and construction of buildings and other structures; amending original sections 29-1, 29-152, 29-312(a), 29-313; creating new sections 29-316.

WHEREAS, Kansas law allows counties to pursue alternative project delivery methods for the design and construction of buildings and other structures based on qualifications and a best value approach; and

WHEREAS, building progressive design build services is a common alternative project delivery method; and

WHEREAS, the Unified Government wishes to utilize the alternative project delivery method of progressive design build for the design and construction of buildings and other structures on some city projects; and

WHEREAS, additional legal authority is required to allow the Unified Government to utilize the alternative project deliver method of progressive design build for the construction of Unified Government city projects.

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

Section 1. That Chapter 29, Article I, Section 29-1 of the Code of the Unified Government of Wyandotte County/ Kansas City, Kansas, be and it is hereby amended to include the following definition:

Building progressive design-build means a project for which the design and preconstruction services are furnished under one contract, followed by a guaranteed maximum price amendment to the contract upon the completion of a specified percentage of design services.

Progressive design build contract means the contract whereby the unified government acquires from a design-builder design and preconstruction services and an obligation to carry out construction under a subsequent guaranteed maximum price amendment to the contract.

Section 2. That Chapter 29, Article III, Division 1, Section 29-152 of the Code of the Unified Government of Wyandotte County/ Kansas City, Kansas, be and is hereby amended to read as follows:

Sec. 29-152.- Methods of Source Selection.

Unless otherwise authorized by law, all unified government contracts shall be awarded by competitive sealed bidding, pursuant to section 29-153, except as provided in:

(1) Section 29-153, pertaining to competitive sealed bidding;
(2) Section 29-154, pertaining to competitive sealed proposals;
(3) Section 29-155, pertaining to minor purchases;
(4) Section 29-156, pertaining to sole source procurement;
(5) Section 29-157, pertaining to emergency procurements;
(6) Section 29-158, pertaining to requests for proposals for accountants, lawyers, and consultants;
(7) Section 29-312, pertaining to architect, engineer, real estate appraisal, and land surveying services;
(8) Section 29-313, pertaining to construction management at-risk;
(9) Section 29-314, pertaining to building design-build projects;
(10) Section 29-315, pertaining to building progressive design-build projects;
(11) Section 29-519, pertaining to intergovernmental cooperative bidding and purchasing.

(Ord. No. 64497, §1(3-101), 6-27-1983)

Section 3. That Chapter 29, Article V, Section 29-312(a) of the Code of the Unified Government of Wyandotte County/ Kansas City, Kansas, be and is hereby amended to read as follows:

Sec. 29-312.- Architect, engineer, real estate appraisal and land-surveying services.

(a.) *Applicability*. Architect, engineer, real estate appraisal and land surveying services shall be procured as provided in this section except as authorized by sections 29-155, 29-156, 29-157, 29-313, 29-314, 29-315, and 29-316.

Section 4. That Chapter 29, Article V, Section 29-313 is hereby amended to read as follows:

Sec. 29-313.- Criteria for use, city public projects.

(a.) Notwithstanding any other provision of the law to the contrary, the unified government is hereby authorized to institute an alternative project delivery program whereby construction management at-risk, building design-build, or building progressive design-build procurement processes may be utilized on city public projects pursuant to this section and applicable state law on county public projects. This authorization for construction management at-risk, building design-build, and building progressive design-build procurement shall be for the sole and exclusive use of planning, acquiring, designing, building, equipping, altering, repairing, improving or demolishing any structure or appurtenance thereto, including facilities, utilities or other improvements to any real property, but shall not include highways, roads, bridges, dams or related structures or stand-alone parking lots.

Section 5. That Chapter 29, Article V, is hereby amended to create a new Section 29-316 to read as follows:

Sec. 29-316.- Progressive Design Build.

Except as provided by applicable state law, progressive design-build project delivery procedures shall be conducted as follows:

(1.) The unified government shall determine the scope and level of detail required to permit qualified firms to submit progressive design-build qualifications and proposals in accordance with the unified government's requirements given the nature of the project. A request for qualifications shall be prepared for each progressive design-build contract containing at minimum the procedures to be followed for each of the two phases in the process for submitting the statement of qualifications and proposals, the criteria for evaluation of the statement of qualifications and proposals and their relative weight and the procedures for making awards.

(2.) Notice of requests for qualification shall be advertised and published at least 15 days prior to the commencement of such request in the official county newspaper and in such other appropriate manner as may be determined by the Unified Government. The notice shall include a description of the project and the procedures for submittal.

(3.) The unified government shall solicit proposals in a two-stage process. Phase I shall be the solicitation of qualifications of the design-build team and prequalifying a short list of firms to advance to Phase II. Phase II shall be the solicitation of a proposal including the proposed project approach and an interview with each firm to present their qualifications and answer questions.

a. Phase I shall require all firms to submit a statement of qualifications which shall include, but not be limited to, the following:
    i. Demonstrated ability to perform projects comparable in design, scope and complexity.
    ii. References of owners for whom progressive design-build projects or any alternative delivery projects have been performed.
    iii. Qualifications of personnel who will manage the design and construction aspects of the project.
    iv. The names and qualifications of the primary design consultants and contractors with whom the design-builder proposes to subcontract. The design-builder may not replace an identified subcontractor or subconsultant without the written approval of the unified government.
    v. Firms submitting a statement of qualifications shall be capable of providing a public works bond in accordance with K.S.A. 60-1111, and amendments thereto, and shall present evidence of such bonding capability to the unified government with their statement of qualifications. If a firm fails to present such evidence, such firm shall be deemed unqualified for selection under this subsection.

b. The unified government shall evaluate the qualifications of all firms in accordance with the instructions prescribed in the request for qualifications. A short list containing a minimum of three and maximum of five qualified firms selected by the evaluation team to have the best and most relevant qualification to perform the services required of the project and may proceed to phase II of the selection process. If the unified government receives qualifications from less than four firms, all firms shall be invited to participate in Phase II of the selection process. Firms lacking the necessary qualifications to perform the work shall be disqualified and shall not proceed to phase II of the process. Under no circumstances shall price or fees be considered as part of the prequalification criteria. Points assigned in the phase I evaluation process shall not carry forward to phase II of the process. All qualified firms shall be ranked on points given. The evaluation and scoring process shall determine the greatest value to the unified government.

c. Phase II of the process shall be conducted as follows:

i. The remaining project requirements will be provided to the prequalified firms to include the following:

(A) The terms and conditions for the design-build contract.

(B) The design criteria package, if applicable.

(C) A schedule for planned commencement and completion of the design-build contract.

(D) Requirements, including any available ratings for performance bonds, payment bonds and insurance.

(E) Any other information that the unified government at its discretion chooses to supply, including without limitation, surveys, soil reports, drawings of existing structures, environmental studies, photographs or references to public records.

ii. Prequalified firms selected in phase I shall be given a request for proposal. The request for proposal shall require all firms to submit a more in-depth response including, but not be limited to:

(A) Company overview;

(B) Experience or references, or both, relative to the project under question;

(C) Resumes of proposed project personnel;

(D) Overview of preconstruction services;

(E) Overview of construction planning;

(F) Proposed safety plan;

(G) Fees, including fees for preconstruction services, fees for general conditions, fees for overhead and profit and fees for self-performed work, if any.

d. The submittals shall be evaluated and assigned points in accordance with the requirements of the request for proposal.

(4.) The successful responsive firm shall be awarded the progressive design-built contract. If the unified government determines, that it is not in the best interest of the unified government to proceed with the project pursuant to the proposal offered by the successful firm, the unified government shall reject all proposals.

(5.) If all proposals are rejected, the unified government may solicit new proposals using different design criteria, budget constraints or qualifications.

(6.) The progressive design-build contract will typically be awarded in phases; design and preconstruction followed by one or more amendments for construction. The contract form will be a cost plus guaranteed maximum price contract.

(7.) The unified government or progressive design-builder, at the unified government's discretion, shall publish a construction services bid notice as may be determined by the unified government. Each construction services bid notice shall include the request for bids and other bidding information prepared by the design-builder and the unified government. The unified government may allow the design-builder to self-perform construction services provided the construction manager or general contractor submits a bid proposal under the same conditions as all other competing firms. At the time for opening the bids, the design-builder shall evaluate the bids and shall determine the lowest responsible bidder except in the case of self-performed work for which the unified government shall determine the lowest responsible bidder. The design-builder shall enter into a contract with each firm performing the construction services for the project. All bids will be available for public view.

Section 7. This ordinance shall take effect and be in full force after its passage, approval, and publication in the official Unified Government newspaper.

PASSED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/ KANSAS CITY, KANSAS

THIS _____ DAY OF _____, 2019

_____
David Alvey, Mayor/CEO

ATTEST:

_____
Unified Government Clerk

Approved as to form:

_____

Susan Alig, Assistant Counsel

Staff Request for Commission Action

Tracking No. 186

Full Commission Meeting Date: 2/14/18
Committee: Public Works & Safety

Date of Standing Committee Action: 1/28/19
(If none, please explain):

Publication Required: Yes 02/21/2019

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
01/03/2019	Susan Alig	x5085	salig@wycokck.org	Legal

Item Description:

Project Name: Board of Public Utilities Installation of Ductile Iron Pipe and Appurtenance, 89th and Parallel Parkway to I-435 and France Family Drive.

A resolution declaring that this project is necessary and valid improvement project, submitted by Susan Alig, Assistant Counsel. This project is to repair the Board of Public Utilities Water Transmission Main. The water transmission main will be located in the area bounded by Parallel Ave and State Ave and 87th street to I-435. This Resolution directs the Chief Counsel to cause a survey and description of such parcels to be undertaken and prepared by a licensed land surveyor or a professional engineer to identify and describe the property to be acquired for this project, and to submit an Ordinance authorizing the exercise of eminent domain and to undertake all other necessary actions to complete the acquisition of such parcels.

Action Requested:
To adopt the resolution.

Budget Impact: (if applicable)
Amount:
Source:
Included In Budget:
Other (explain):

Attachments List:
1 Resolution.BPU PiPe and Appurtenace 89th Parallel

(Published _____)

RESOLUTION NO._____

A RESOLUTION declaring the necessity and authorizing a survey and descriptions of lands necessary to be condemned for the construction, maintenance, operation, use and repair of the **Board of Public Utilities Installation of Ductile Iron Pipe and Appurtenance, 89th and Parallel Parkway to I-435 and France Family Drive),** all in Wyandotte County, Kansas.

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

SECTION 1. It is hereby found and determined necessary that certain lands be condemned for public use providing for land necessary for construction, maintenance, operation, use and repair of the **Board of Public Utilities Installation of Ductile Iron Pipe and Appurtenance, 89th and Parallel Parkway to I-435 and France Family Drive** The project is to repair the Board of Public Utilities Water Transmission Main. The water transmission main will be located in the area bounded by Parallel Ave and State Ave and 87th street to I-435**.** This project is all in Wyandotte County, Kansas.

SECTION 2. The Board of Commissioners hereby directs and authorizes its Chief Counsel to cause a survey and description of such parcels to be undertaken and filed with the Clerk of Wyandotte County/Kansas City, Kansas; to thereafter prepare and submit to the Board of Commissioners an ordinance authorizing the exercise of eminent domain with respect to such parcels; and upon approval of the same by the Board of Commissioners to initiate eminent domain proceedings in the District Court of Wyandotte County, and to undertake all other necessary actions to complete acquisition of such parcels.

SECTION 3. This resolution shall be published once in the official County, newspaper, The Wyandotte Echo.

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

THIS _____ DAY OF _____, 2019.

_____
UNIFIED GOVERNMMENT CLERK

APPROVED AS TO FORM:

_____
Susan Alig
Assistant Counsel

Staff Request for Commission Action

Tracking No. 1954

Full Commission Meeting Date: 2/14/19
Committee: Public Works & Safety

Date of Standing Committee Action: 1/28/19
(If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
01/16/2019	Katie Devlin	x5076	kdevlin@wycokck.org	Legal

Item Description:

The Kansas City Kansas Fire Department and Fire District 1 of Leavenworth County wish to enter into an agreement to provide automatic aid in times of emergencies, natural disasters, and man-made catastrophes, pursuant to K.S.A. 12-111.

Action Requested:
To adopt the resolution.

Budget Impact: (if applicable)
Amount:
Source:
Included In Budget:
Other (explain):

Attachments List:
Resolution Auto Aid

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT TO ENTER AN AGREEMENT WITH FIRE DISTRICT 1 OF LEAVENWORTH COUNTY, TO PROVIDE AUTOMATIC FIRE AND EMS SERVICES

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas, and Fire District 1 of Leavenworth County are neighboring municipalities with Fire and EMS services.

WHEREAS, it is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the Parties hereto desire an agreement to aid each other at the time of such emergencies and to provide assistance to each other through automatic aid.

WHEREAS, the Parties are authorized by K.S.A. 12-111, and amendments thereto, to offer Fire Protection Services beyond each city's respective city limits.

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

That after compliance with K.S.A. 12-2908 et seq., the County Administrator of the Unified Government is hereby authorized and directed to execute in the name of the Unified Government as a voluntary act of the Unified Government the AGREEMENT FOR AUTOMATIC AID, and the County Administrator is hereby authorized to take any action required and execute any instruments necessary to implement and satisfy the intent of said Agreement.

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 14th DAY OF FEBRUARY, 2019.

ATTEST:

_____
Unified Government Clerk

Staff Request for Commission Action

Tracking No. 1953

Full Commission Meeting Date: 2/14/19
Committee: Public Works & Safety

Date of Standing Committee Action: 1/28/19
(If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
01/16/2019	Misty Brown	x5067	mbrown@wycokck.org	Legal

Item Description:
A resolution authorizing the Mayor to extend the agreement with the city of Bonner Springs, Kansas, for street maintenance and police services to the unincorporated area of Loring for an additional year.

Action Requested:
To adopt the resolution.

Budget Impact: (if applicable)
Amount:
Source:
Included In Budget:
Other (explain):

Attachments List:
Loring Reso, UG.BonnerSprings.1Year.Agreement(2019)

RESOLUTION NO. _____

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

That the Mayor of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby authorized and directed to execute in the name of the Unified Government and to attach the seal of the Unified Government thereto as the voluntary act of the Unified Government as Addendum to the Interlocal Cooperation Agreement among the Unified Government of Wyandotte County/Kansas City, Kansas and Bonner Springs, Kansas for street maintenance and police services to the unincorporated area of Loring being dated _____. The County Administrator and Unified Government employees are directed to take any action required and to execute any instruments necessary to satisfy the intent of this Resolution.

THIS RESOLUTION IS ADOPTED by the Governing Body of the Unified Government of Wyandotte County/Kansas City, Kansas, this____ of _____ 2019.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By:

_____

David Alvey
Mayor/Chief Executive

(SEAL)
ATTEST

_____

Unified Government Clerk

Approved as To Form:

_____

Misty S. Brown, Deputy Chief Counsel

ADDENDUM TO INTERLOCAL COOPERATION AGREEMENT

THIS ADDENDUM is made and entered into this ____ day of _____, 2018, by and between the Unified Government County/Kansas City, Kansas, the City of Bonner Springs, Kansas, adding additional terms to the Interlocal Cooperation Agreement entered into by and among the parties and the City of Edwardsville and dated May 16, 1996, and to the 1997, 1998, 1999, 2001, 2002, 2003, 2007, 2013, and 2018 Addenda to the Agreement.

WHEREAS, the parties wish to amend certain provision of the Agreement and addenda.

NOW THEREFORE, the parties agree as follows:

1. Paragraph 8 of the Agreement is amended to read as follows:

   8. Street Maintenance. Bonner Springs will provide for a one (1) year period street maintenance, traffic control signs and devices, snow removal, right-of-way mowing, pavement markings and guardrail maintenance for the Loring area, the unincorporated areas of Delaware township south of Bonner Springs. The Unified Government agrees to pay in each fiscal year $106,651.13 beginning in fiscal year 2019. Bonner Springs shall perform, pursuant to its ordinances and state laws, noxious and general weed control within the Loring area, as well as within Bonner Springs. The Unified Government agrees to provide storage and sale of weed control chemicals. The Unified Government does further agree to use whatever authority is has under Kansas law to assist Bonner Springs in the above noted responsibilities. The Unified Government will be responsible for property maintenance of Unified Government owned properties in Bonner Springs and the Loring Area.

2. Paragraph 10 of the Agreement is amended to read as follows:

   10. Emergency Services. Bonner Springs will provide police, fire, and ambulance services to the Loring area for a one (1) year period, beginning January 1, 2019 for the annual sum of $27,329.35.

3. Paragraph 11 of the Agreement is amended to read as follows:

   11. Payments. All annual payments to be made pursuant to this agreement shall be made no later than March 1, 2019.

4. The Interlocal Cooperation Agreement dated 1996, subsequent addenda and their terms re incorporated herein.

5. All other provisions of the Interlocal Cooperation Agreement and the 1998 addendum shall remain as previously agreed to, consistent with this addendum.

IN WITNESS WHEREOF, the parties hereto have executed the above and foregoing Addendum the day and year and written above.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

_____
David Alvey
Mayor/CEO

Attest:

_____
Unified Government Clerk

Date: _____

(Seal)

CITY OF BONNER SPRINGS, KANSAS

By: _____
Jeff Harrington
Mayor

Attest:

_____
Christina Brake, City Clerk

Date: _____

(Seal)

Staff Request for Commission Action

Tracking No. 19556

Full Commission Meeting Date: Fast track to1/31/19
Committee: Public Works & Safety

Date of Standing Committee Action: 1/28/19
(If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
01/16/2019	Misty Brown	x5067	mbrown@wycokck.org	Administrator's Office

Item Description:
A Resolution authorizing the Unified Government to enter into a Public Partnership Agreement with Kaw Valley Drainage District and the Corps of Engineers.

The UG has received a Public Partnership Agreement (PPA) for improvements to the flood protection system in Argentine. This agreement will have two local sponsors- one being the UG and the other Kaw Valley Drainage District (KVDD). This agreement is for the design and construction improvements to the flood protection system to the Argentine unit. During the 2019 budget process, the commission approved a 35% cost-share for the Strong Avenue pump on the Argentine unit. The budget allocation for that project is $1.2 million dollars. However, by entering into this agreement, the UG's total share for the entire improvement project will be just over $600,000.00 plus the cost for utility and right-of-way acquisitions. The federal government passed the Bi-Partisan Act of 2018/Natural Disaster Relief to fund the Argentine Levee unit, and what was budgeted as a cost-shared project for just the Strong Ave pump station will now financially support the flood protection improvements for the Argentine unit.

The UG is working closely with KVDD who will also be responsible for costs related to the Argentine pump station, as well as right-of-way acquisition and utility relocations. Next steps will include the UG and KVDD bringing an Agreement to Commission for approval for our continued work together on this project.

It is requested that this item be fast tracked to the January 31, 2019 full commission meeting.

Action Requested:
Fast track and adopt resolution

Budget Impact: (if applicable)
Amount:
Source:
Included In Budget:
Other (explain):

Attachments List:
PPA.Resolution, Argentine Levee Unit PPA

RESOLUTION NO. _____

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

That the Mayor of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby authorized and directed to execute in the name of the Unified Government and the Unified Government Clerk is authorized and directed to attach the seal of the Unified Government thereto as the voluntary act of the Unified Government the Project Partnership Agreement between the Department of Army and the Unified Government of Wyandotte County/ Kansas City, Kansas and the Kaw Valley Drainage District of Kansas City, Wyandotte County, Kansas for the Argentine Levee Unit Flood Risk Management Project. The Mayor, County Administrator and Unified Government employees are directed to take any action required and to execute any instruments necessary to satisfy the intent of this Resolution.

THIS RESOLUTION IS ADOPTED by the Governing Body of the Unified Government of Wyandotte County/Kansas City, Kansas, this____ of _____ 2019.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By:

_____

David Alvey
Mayor/Chief Executive

(SEAL)
ATTEST

_____

Unified Government Clerk

Approved as To Form:

_____

Misty S. Brown, Deputy Chief Counsel

PROJECT PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE KAW VALLEY DRAINAGE DISTRICT OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS AND THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY AND KANSAS CITY, KANSAS
FOR
THE ARGENTINE LEVEE UNIT
FLOOD RISK MANAGEMENT PROJECT

DO NOT SIGN. FINAL VERSION WILL BE DELIVERED.

THIS AGREEMENT is entered into this _____ day of _____, ____, by and between the Department of the Army (hereinafter the "Government"), represented by the Commander, Northwestern Division, U.S. Army Corps of Engineers and the Kaw Valley Drainage District of Wyandotte County, Kansas, represented by the President of the Board of Directors, and the Unified Government of Wyandotte County and Kansas City, Kansas represented by the County Administrator, (hereinafter the "Non-Federal Sponsors").

WITNESSETH, THAT:

WHEREAS, construction of the Missouri River and Tributaries project for flood risk management at Kansas Cities, Missouri and Kansas (hereinafter the "Authorized Project") was authorized by the Flood Control Acts of 1936, 1944, 1946 and 1954;

WHEREAS, the Authorized Project was modified by the Section 1001(28) of the Water Resources Development Act of 2007, Public Law 110-114, to increase the degree of protection for the Argentine Levee Unit on the Kansas River in Kansas (hereinafter the "Project", as defined in Article I.A. of this Agreement);

WHEREAS, Section 103 of the Water Resources Development Act of 1986, as amended (33 U.S.C. 2213), specifies the cost-sharing requirements applicable to the Project;

WHEREAS, notwithstanding Section 103 of the Water Resources Development Act of 1986, as amended, Title IV, Division B of the Bipartisan Budget Act of 2018, Public Law 115-123 enacted February 9, 2018 (hereinafter "BBA 2018"), authorizes construction at full Federal expense to the extent that appropriations provided under the Construction heading of the BBA 2018 are available and used for such purpose;

WHEREAS, the provisions of Section 902 of the Water Resources Development Act of 1986, as amended, do not apply to the funds provided in BBA 2018 that will be used for construction of the Project;

WHEREAS, 33 U.S.C. 701h authorizes the Government to undertake, at the Non-Federal Sponsor's full expense, additional work while the Government is carrying out the Project; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that Section 221 of the Flood Control Act of 1970, as amended (42 U.S.C. 1962d-5b), provides that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I – DEFINITIONS

A. The term "Project" means modifications to the Argentine Levee Unit on the Kansas River to increase project capabilities and reliability; including improvements to 3 pump stations, increasing the levee and floodwall height, replacing stoplog gaps, and utility crossing relocations as generally described in the Review of Completed Project, Kansas Citys Levees, Missouri and Kansas, Interim Feasibility Report, dated August 2006, and approved by the Chief of Engineers on December 19, 2006.

B. The term "real property interests" means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material placement areas. Acquisition of real property interests may require the performance of relocations.

C. The term "relocation" means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad (excluding existing railroad bridges and approaches thereto), or public facility when such action is required in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

D. The term "placement area improvements" means the improvements required on real property interests to enable the ancillary placement of material that has been dredged or excavated during construction, operation, and maintenance of the Project, including, but not limited to, retaining dikes, wasteweirs, bulkheads, embankments, monitoring features, stilling basins, and de-watering pumps and pipes.

E. The term "functional portion thereof" means a portion of the Project that has been completed and that can function independently, as determined in writing by the District Commander for Kansas City District (hereinafter the "District Commander"), although the remainder of the Project is not yet complete.

F. The term "betterment" means a difference in construction of an element of the Project that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to construction of that element.

G. The term "fiscal year" means one year beginning on October 1st and ending on September 30th of the following year.

DO NOT SIGN. FINAL VERSION WILL BE DELIVERED.

H. The term "additional work" means items of work related to, but not cost shared as a part of, the Project that the Government will undertake on the Non-Federal Sponsor's behalf while the Government is carrying out the Project, with the Non-Federal Sponsor responsible for all costs and any liabilities associated with such work.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall complete design and undertake construction of the Project. As of the effective date of this Agreement, the amount of BBA funds available for the Project is estimated at $88,311,000.

B. In accordance with Article III, the Non-Federal Sponsor shall provide the real property interests, placement area improvements, and relocations required for construction, operation, and maintenance of the Project.

C. To the extent non-BBA 2018 Federal Construction funds were provided for the Project, a minimum non-Federal cost share of 35 percent is required. As of the effective date of this Agreement, the amount of remaining non-BBA 2018 Federal Construction funds available for the Project is estimated at $2,367,000, resulting in an estimated total cost-shared amount of $3,641,000, with the non-federal cost share estimated at $1,274,000 and the required minimum 5 percent cash contribution estimated at $62,200. In addition to providing the required minimum 5 percent cash contribution, the Non-Federal Sponsor shall provide its remaining required minimum non-federal share of the cost-shared work either in cash, or by electing to waive reimbursement of such amount for privately owned real property interests, relocations, placement area improvements, and investigations for hazardous substances to be acquired, provided, made, or conducted after the effective date of this Agreement, as provided for in Article V, or a combination of both. No later than 90 calendar days after the effective date of this Agreement, the Non-Federal Sponsor shall pay the amounts required to meet its cost share to the Government by delivering a check payable to "FAO, USAED, Kansas City (G5)" to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government.

D. To the extent practicable and in accordance with Federal law, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on solicitations for contracts, including relevant plans and specifications, prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Government, as it determines necessary, shall undertake actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in the National Historic Preservation Act (NHPA) of 1966, as amended. All costs incurred by the Government for such work (including the mitigation of adverse effects other than data recovery) shall be included in construction costs and

DO NOT SIGN. FINAL VERSION WILL BE DELIVERED.

shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount authorized to be appropriated for the Project may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for the Project, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

F. When the District Commander determines that construction of the Project, or a functional portion thereof, is complete, within 30 calendar days of such determination, the District Commander shall so notify the Non-Federal Sponsor in writing and the Non-Federal Sponsor, at no cost to the Government, shall operate, maintain, repair, rehabilitate, and replace the Project, or such functional portion thereof. The Government shall furnish the Non-Federal Sponsor with an Operation, Maintenance, Repair, Rehabilitation, and Replacement Manual (hereinafter the "OMRR&R Manual") and copies of all as-built drawings for the completed work.

1. The Non-Federal Sponsor shall conduct its operation, maintenance, repair, rehabilitation, and replacement responsibilities in a manner compatible with the authorized purpose of the Project and in accordance with applicable Federal laws and specific directions prescribed by the Government in the OMRR&R Manual. The Government and the Non-Federal Sponsor shall consult on any subsequent updates or amendments to the OMRR&R Manual.

2. The Government may enter, at reasonable times and in a reasonable manner, upon real property interests that the Non-Federal Sponsor now or hereafter owns or controls to inspect the Project, and, if necessary, to undertake any work necessary to the functioning of the Project for its authorized purpose. If the Government determines that the Non-Federal Sponsor is failing to perform its obligations under this Agreement and the Non-Federal Sponsor does not correct such failures within a reasonable time after notification by the Government, the Government, at its sole discretion, may undertake any operation, maintenance, repair, rehabilitation, or replacement of the Project. No operation, maintenance, repair, rehabilitation, or replacement by the Government shall relieve the Non-Federal Sponsor of its obligations under this Agreement or preclude the Government from pursuing any other remedy at law or equity to ensure faithful performance of this Agreement.

G. Not less than once each year, the Non-Federal Sponsor shall inform affected interests of the extent of risk reduction afforded by the Project.

H. The Non-Federal Sponsor shall participate in and comply with applicable Federal floodplain management and flood insurance programs.

DO NOT SIGN. FINAL VERSION WILL BE DELIVERED.

I. In accordance with Section 402 of the Water Resources Development Act of 1986, as amended (33 U.S.C. 701b-12), the Non-Federal Sponsor shall prepare a floodplain management plan for the Project within one year after the effective date of this Agreement and shall implement such plan not later than one year after completion of construction of the Project. The plan shall be designed to reduce the impacts of future flood events in the project area, including but not limited to, addressing those measures to be undertaken by non-Federal interests to preserve the level of flood risk reduction provided by such work. The Non-Federal Sponsor shall provide an information copy of the plan to the Government.

J. The Non-Federal Sponsor shall publicize floodplain information in the area concerned and shall provide this information to zoning and other regulatory agencies for their use in adopting regulations, or taking other actions, to prevent unwise future development and to ensure compatibility with the Project.

K. The Non-Federal Sponsor shall prevent obstructions or encroachments on the Project (including prescribing and enforcing regulations to prevent such obstructions or encroachments) that might reduce the level of flood risk reduction the Project affords, hinder operation and maintenance of the Project, or interfere with the Project's proper function.

L. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Project. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

M. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964 (P.L. 88-352), as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

N. In addition to the ongoing, regular discussions of the parties in the delivery of the Project, the Government and the Non-Federal Sponsor may establish a Project Coordination Team to discuss significant issues or actions. The Non-Federal Sponsor shall be solely responsible for any costs it incurs for participation in the Project Coordination Team, without reimbursement by the Government.

O. The Non-Federal Sponsor may request in writing that the Government perform betterments or additional work on behalf of the Non-Federal Sponsor. Each request shall be subject to review and written approval by the Division Commander for Northwestern Division (hereinafter the "Division Commander"). If the Government agrees to such request, the Government shall provide written notice to the Non-Federal Sponsor of the amount of funds required to cover such costs in advance of the Government performing such work.

DO NOT SIGN. FINAL VERSION WILL BE DELIVERED.

1. As of the effective date of this Agreement, the costs for betterments are projected to be $0 and the costs for additional work are projected to be $0. Such costs are not included as part of the estimated total cost of the Project.

2. No later than 60 calendar days of receiving written notice from the Government of the costs of betterments or additional work, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government by delivering a check payable to "FAO, USAED, Kansas City (G5)" to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. If at any time the Government determines that additional funds are required to cover such costs, the Non-Federal Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Government.

ARTICLE III - REAL PROPERTY INTERESTS, PLACEMENT AREA IMPROVEMENTS, RELOCATIONS, AND COMPLIANCE WITH PUBLIC LAW 91-646, AS AMENDED

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the real property interests needed for construction, operation, and maintenance of the Project. The Government shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the real property interests that the Government determines the Non-Federal Sponsor must provide for construction, operation, and maintenance of the Project, and shall provide the Non-Federal Sponsor with a written notice to proceed with acquisition. The Non-Federal Sponsor shall acquire the real property interests and shall provide the Government with authorization for entry thereto in accordance with the Government's schedule for construction of the Project. The Non-Federal Sponsor shall ensure that real property interests provided for the Project are retained in public ownership for uses compatible with the authorized purposes of the Project.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the placement area improvements necessary for construction, operation, and maintenance of the Project, and shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such improvements and shall provide the Non-Federal Sponsor with a written notice to proceed with such improvements. The Non-Federal Sponsor shall construct the improvements in accordance with the Government's construction schedule for the Project.

C. The Government, after consultation with the Non-Federal Sponsor, shall determine the relocations necessary for construction, operation, and maintenance of the Project, and shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such relocations and shall provide the Non-Federal Sponsor with a written notice to proceed with such relocations. The Non-Federal Sponsor shall perform or ensure the performance of these relocations in accordance with the Government's construction schedule for the Project.

D. To the maximum extent practicable, not later than 30 calendar days after the Government provides to the Non-Federal Sponsor written descriptions and maps of the real

DO NOT SIGN. FINAL VERSION WILL BE DELIVERED.

property interests, placement area improvements, and relocations required for construction, operation, and maintenance of the Project, the Non-Federal Sponsor may request in writing that the Government acquire all or specified portions of such real property interests, construct placement area improvements, or perform the necessary relocations. If the Government, in its sole discretion, agrees to such a request, the Government, on behalf of the Non-Federal Sponsor, shall acquire such real property interests, construct such placement area improvements, and perform such relocations using BBA 2018 funds, applying Federal laws, policies, and procedures. The Government shall acquire real property interests in the name of the Non-Federal Sponsor except, if acquired by eminent domain, the Government shall convey all of its right, title and interest to the Non-Federal Sponsor by quitclaim deed or deeds. The Non-Federal Sponsor shall accept delivery of such deed or deeds. The Government's providing real property interests, placement area improvements, or performing relocations on behalf of the Non-Federal Sponsor does not alter the Non-Federal Sponsor's responsibility under Article IV for the costs of any cleanup and response related thereto.

E. As required by Sections 210 and 305 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4630 and 4655), and Section 24.4 of the Uniform Regulations contained in 49 C.F.R. Part 24, the Non-Federal Sponsor assures that (1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under Sections 4622, 4623 and 4624 of Title 42 of the U.S. Code; (2) relocation assistance programs offering the services described in Section 4625 of Title 42 of the U.S. Code shall be provided to such displaced persons; (3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with Section 4625(c)(3) of Title 42 of the U.S. Code; (4) in acquiring real property, the Non-Federal Sponsor will be guided, to the greatest extent practicable under State law, by the land acquisition policies in Section 4651 and the provision of Section 4652 of Title 42 of the U.S. Code; and (5) property owners will be paid or reimbursed for necessary expenses as specified in Sections 4653 and 4654 of Title 42 of the U.S. Code.

ARTICLE IV - HAZARDOUS SUBSTANCES

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675), that may exist in, on, or under real property interests required for construction, operation, and maintenance of the Project. However, for real property interests that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Commander provides the Non-Federal Sponsor with prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction.

B. In the event it is discovered that hazardous substances regulated under CERCLA exist in, on, or under any of the required real property interests, within 15 calendar days of such discovery, the Non-Federal Sponsor and the Government, in addition to providing any other

DO NOT SIGN! FINAL VERSION WILL BE DELIVERED.

notice required by applicable law, shall provide written notice to each other, and the Non-Federal Sponsor shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsor should proceed.

C. If hazardous substances regulated under CERCLA are found to exist in, on, or under any required real property interests, the parties shall consider any liability that might arise under CERCLA and determine whether to initiate construction, or if already initiated, whether to continue construction, suspend construction, or terminate construction.

1. Should the parties initiate or continue construction, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall be paid solely by the Non-Federal Sponsor without reimbursement by the Government.

2. In the event the parties cannot reach agreement on how to proceed or the Non-Federal Sponsor fails to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under this Article upon direction by the Government, the Government may suspend or terminate construction, but may undertake any actions it determines necessary to avoid a release of such hazardous substances.

D. In the event of a discovery, the Non-Federal Sponsor and the Government shall initiate consultation with each other within 15 calendar days in an effort to ensure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the operator of the Project for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the Project in a manner that will not cause liability to arise under CERCLA.

ARTICLE V - REIMBURSEMENT

A. The Government, in accordance with the provisions of this Article and subject to the availability of BBA 2018 funds, shall reimburse the Non-Federal Sponsor for costs it incurs to acquire real property interests from private owners, to construct placement area improvements, to perform relocations, and to conduct investigations for hazardous substances determined by the Government to be required for construction, operation, and maintenance of the Project.

B. To the maximum extent practicable, no later than 3 months after it provides the Government with authorization for entry onto a real property interest or pays compensation to the private owner, whichever occurs later, the Non-Federal Sponsor shall provide the Government with documents sufficient to determine the amount of reimbursement to be provided

DO NOT SIGN. FINAL VERSION WILL BE DELIVERED.

for the real property interest in accordance with paragraphs C.1. of this Article. To the maximum extent practicable, no less frequently than on a quarterly basis, the Non-Federal Sponsor shall provide the Government with documentation sufficient for the Government to determine the amount of reimbursement to be provided for other reimbursable items in accordance with paragraph C. of this Article.

C. The Government and the Non-Federal Sponsor agree that the amount of costs eligible for reimbursement shall be determined and reimbursed in accordance with the following procedures, requirements, and conditions. Such costs shall be subject to audit in accordance with Article IX.B. to determine reasonableness, allocability, and allowability of costs.

1. Real Property Interests.

a. General Procedure. Only costs associated with real property interests acquired from private owners after the effective date of this Agreement are eligible for reimbursement. The Non-Federal Sponsor shall obtain, for each real property interest acquired from a private owner, an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government.

(1) Date of Valuation. The fair market value of real property interests acquired by the Non-Federal Sponsor after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.

(2) Except for real property interests acquired through eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsor provides the Government with an authorization for entry for such interest or concludes the acquisition of the interest through negotiation or eminent domain proceedings, whichever occurs later. If, after coordination and consultation with the Government, the Non-Federal Sponsor is unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for reimbursement purposes.

(3) The Government shall reimburse the Non-Federal Sponsor the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsor exceeds the approved appraised amount, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the appraised amount for reimbursement purposes.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-

DO NOT SIGN. FINAL VERSION WILL BE DELIVERED.

Federal Sponsor shall notify the Government in writing of its intent to institute such proceedings and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsor shall use the amount set forth in such appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If the Government provides written disapproval of the appraisals, the Government and the Non-Federal Sponsor shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event the issues cannot be resolved, the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for purpose of instituting the eminent domain proceeding. The fair market value for reimbursement purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

c. Waiver of Appraisal. Except as required by paragraph C.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2):

(1) the private owner is donating the real property interest to the Non-Federal Sponsor and releases the Non-Federal Sponsor in writing from its obligation to appraise the real property interest, and the Non-Federal Sponsor submits to the Government a copy of the owner's written release; or

(2) the Non-Federal Sponsor determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the real property interest proposed for acquisition is estimated at $25,000 or less, based on a review of available data. When the Non-Federal Sponsor determines that an appraisal is unnecessary, the Non-Federal Sponsor shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. When the anticipated value of the real property interest exceeds $10,000, the Non-Federal Sponsor must offer the private owner the option of having the Non-Federal Sponsor appraise the real property interest.

d. Incidental Costs. The Government shall reimburse the Non-Federal Sponsor for incidental costs, documented to the satisfaction of the Government, that it incurs in acquiring from private owners any real property interests required pursuant to Article III for the Project. Such incidental costs shall include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.E., and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of a real property interest pursuant to Article III.

2. Placement Area Improvements. The Government shall reimburse the Non-Federal Sponsor for costs, documented to the satisfaction of the Government, it incurs in constructing the placement area improvements required for the Project. Only placement area improvements provided after the effective date of this Agreement are eligible for reimbursement. Such costs shall include, but not necessarily be limited to, actual costs of constructing the

DO NOT SIGN. FINAL VERSION WILL BE DELIVERED.

improvements; planning, engineering, and design costs; supervision and administration costs; and documented incidental costs associated with providing the improvements, but shall not include any costs associated with betterments, as determined by the Government.

3. Relocations. The Government shall reimburse the Non-Federal Sponsor for costs, documented to the satisfaction of the Government, that it incurs in performing relocations directly related to construction, operation, and maintenance of the Project. Only relocations performed after the effective date of this Agreement are eligible for reimbursement.

a. For a relocation other than a highway, the costs eligible for reimbursement shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

b. For a relocation of a highway, which is any highway, roadway, or street, including any bridge thereof, that is owned by a public entity, the value shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of Kansas would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

c. Relocation costs include actual costs of performing the relocation; planning, engineering, and design costs; supervision and administration costs; and documented incidental costs associated with performance of the relocation, as determined by the Government. Relocation costs do not include any costs associated with betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available.

4. Investigations for Hazardous Substances. The Government shall reimburse the Non-Federal Sponsor for costs, documented to the satisfaction of the Government, it incurs in conducting investigations for hazardous substances in accordance with Article IV.A. Only investigations for hazardous substances performed after the effective date of this Agreement are eligible for reimbursement.

5. Compliance with Federal Labor Laws. Any reimbursement afforded under the terms of this Agreement is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act), and reimbursement may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

D. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to reimbursement for real property interests that were previously provided as an item of local cooperation for another Federal project, any costs incurred by the Non-Federal Sponsor using Federal program funds, any costs incurred prior to the effective date of this

DO NOT SIGN. FINAL VERSION WILL BE DELIVERED.

Agreement, or real property interests (other than those acquired through relocations) that are owned or controlled by public entities.

ARTICLE VI - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate construction of the Project unless the Assistant Secretary of the Army (Civil Works) determines that continuation of such work is in the interest of the United States or is necessary in order to satisfy agreements with other non-Federal interests.

B. If the Government determines at any time that the Federal funds made available in BBA 2018 for construction of the Project are not sufficient to complete such work, the Government shall so notify the Non-Federal Sponsor in writing within 30 calendar days, and upon exhaustion of such funds, the Government shall suspend construction until the parties execute an amendment to this Agreement that provides for cost-sharing of the remaining work.

C. If hazardous substances regulated under CERCLA are found to exist in, on, or under any required real property interests, the parties shall follow the procedures set forth in Article IV.

D. In the event of termination, the parties shall conclude their activities relating to construction of the Project. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of real property acquisition, resolution of contract claims, and resolution of contract modifications.

E. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE VII - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, operation, maintenance, repair, rehabilitation, and replacement of the Project, except for damages due to the fault or negligence of the Government or its contractors.

DO NOT SIGN.
FINAL VERSION
WILL BE DELIVERED.

ARTICLE VIII - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE IX - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to Project costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Project. Government audits shall be conducted in accordance with applicable Government cost principles and regulations.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsor, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement by the Government.

ARTICLE X - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XI - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

DO NOT SIGN.
FINAL VERSION
WILL BE DELIVERED.

If to the Non-Federal Sponsor:

President of the Board of Directors
Kaw Valley Drainage District
Wyandotte County, Kansas
719 Osage Ave.
Kansas City, Kanas 66115

And

County Administrator
Unified Government of Wyandotte County and Kansas City, Kansas
701 North 7th Street
Kansas City, Kansas 66101

If to the Government:

Project Manager, CENWK-PMC
Argentine Levee Unit
Kansas City District
601 E 12th Street, 5th Floor
Kansas City, Missouri 64106

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIII - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

ARTICLE XIV – JOINT AND SEVERAL RESPONSIBILITY OF THE NON-FEDERAL SPONSORS

The obligations and responsibilities of the Non-Federal Sponsors shall be joint and several, such that each Non-Federal Sponsor shall be liable for the whole performance of the obligations and responsibilities of the Non-Federal Sponsors under the terms and provisions of this Agreement. The Government may demand the whole performance of said obligations and responsibilities from either of the entities designated herein as one of the Non-Federal Sponsors.

DO NOT SIGN. FINAL VERSION WILL BE DELIVERED.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Commander, Northwestern Division, U.S. Army Corps of Engineers**.**

DEPARTMENT OF THE ARMY

BY: _____
Douglas B. Guttormsen
Colonel, Corps of Engineers
District Engineer

DATE: _____

KAW VALLEY DRAINAGE DISTRICT

BY: _____
James L. Jenkins
President of the Board of Directors

DATE: _____

UNIFIED GOVERNEMENT OF WYANDOTTE COUNTY AND KANSAS CITY KANSAS

BY: _____
Douglas Bach
County Administrator

DATE: _____

DO NOT SIGN.
FINAL VERSION
WILL BE DELIVERED.

Staff Request for Commission Action

Tracking No. 1951

Full Commission Meeting Date: NA
Committee: Public Works & Safety

Date of Standing Committee Action: 1/28/19
(If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
01/14/2019	Jeff Fisher	x5415	jfisher@wycokck.org	Public Works

Item Description:

This is an update regarding the work Waste Management, Public Works, Administration and Legal staffs are conducting to improve service reliability. Currently both staffs are evaluating current/potential house counts and routing changes. Public Works staff has also engaged a consultant to evaluate the existing program, potentials competitors in the solid waste market, and help develop future program strategies. Staff will provide and update to the Committee and discuss next steps.

Action Requested:
Information Only

Budget Impact: (if applicable)
Amount:
Source:
Included In Budget:
Other (explain):

Attachments List:

Staff Request for Commission Action

Tracking No. 1958

Full Commission Meeting Date: 2/14/19
Committee: Public Works & Safety

Date of Standing Committee Action: 1/28/19
(If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
01/16/2019	Misty Brown	x5067	mbrown@wycokck.org	Legal

Item Description:
A resolution authorizing the County Administrator to negotiate a contract amendment with Waste Management to address how the number of residential units are calculated, penalties for missed pickups, and other matters pertaining to the contract.

Action Requested:
To adopt the resolution.

Budget Impact: (if applicable)
Amount:
Source:
Included In Budget:
Other (explain):

Attachments List:
reso.Deffenbaugh contract.amendment.2019

Resolution No. _____

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

Section 1. The County Administrator of the Unified Government of Wyandotte County/Kansas City, Kansas is hereby authorized and directed to engage in negotiation for an amendment to the Contract for Residential Solid Waste collection and Disposal pertaining to how the number of residential units are calculated, how customer complaints are tracked, how penalties are assessed for missed trash pickups, and other matters pertaining to the Contract.

Section 2. If the parties reach an acceptable agreement, the County Administrator of the Unified Government of Wyandotte County/Kansas City, Kansas is hereby authorized and directed to execute the amendment in the name to the Unified Government, and the Unified Government Clerk is hereby authorized and directed to attest the signature of said administrator and to attach the seal of the Unified Government thereto as a voluntary act of the Unified Government to the

Amendment to Contract for Residential Solid Waste Collection and Disposal for the City of Kansas City Kansas

between the Unified Government of Wyandotte County/Kansas City Kansas and Waste Management Inc., the successor in interest to Deffenbaugh Industries Inc.

Section 3. The Unified Government, the Mayor/CEO the County Administrator and the Unified Government's other officers, agents and employees are hereby authorized and directed to take such further action, 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 fully implement the above Amendment to Contract for Residential Solid Waste Collection and Disposal for the City of Kansas City Kansas.

ADOPTED BY THE BOARD OF COMMISSSIONERS OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS ——— DAY FEBRUARY 2019.

_____
David Alvey, Mayor/CEO

Attest:

_____
Unified Government Clerk

Staff Request for Commission Action

Tracking No. 1955

Full Commission Meeting Date: NA
Committee: Public Works & Safety

Date of Standing Committee Action: 1/28/19
(If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
01/16/2019	John Kelly	573-5332	jkelly@wycokck.org	Public Works

Item Description:
Staff and Kile Morrison of Arch/Images will give an update on the progress of the new fire station at Hutton and Leavenworth Road. Updates will include final plan review approval ribbon cutting plans, as well as a schedule information on the grading/sitework and construction bid packages.

Action Requested:
For information only.

Budget Impact: (if applicable)
Amount:
Source:
Included In Budget:
Other (explain):

Attachments List:

Staff Request for Commission Action

Tracking No. 1952

Full Commission Meeting Date: NA
Committee: Public Works & Safety

Date of Standing Committee Action: 1/28/19
(If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
01/15/2019	Lideana Laboy	x5771	llaboy@wycokck.org	Public Works

Item Description:
Public Works staff will provide a brief overview and update of the SRTS, Walking School Bus outreach program and discuss the relationship of the program and the UG strategic plan. Staff will discuss a plan to initiate conversation with the school districts leadership to integrate the program with school curriculum as part of safety education and community engagement and collaborate to develop a policy.

Action Requested:
No action required. For information only.

Budget Impact: (if applicable)
Amount:
Source:
Included In Budget:
Other (explain):

Attachments List: