



UPDATE
Public Works and Safety Committee
Standing Committee Meeting Agenda
Monday, February 25, 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 February 25, 2019 Agenda**

Item No. 6 – Revising verbiage and adding a resolution: Kaw River Bank Stabilization at Turkey Creek, CMIP 5056

III. **Approval of standing committee minutes. (No minutes to approve due to cancellation of the December 10, 2018 meeting.)**

IV. **Committee Agenda**

Item No. 1 - RESOLUTION: LOMBARDY DRIVE SEWER IMPROVEMENT PROJECT

Synopsis: A resolution declaring the necessity and authorizing a survey and descriptions of lands necessary to be acquired for the Lombardy Drive Sewer Improvement Project – CMIP 6213, submitted by James Bain, Assistant Counsel.

Tracking #: 19578

Item No. 2 - RESOLUTION: INTERLOCAL AGREEMENT WITH KANSAS CITY, KANSAS PUBLIC SCHOOLS

Synopsis: A resolution approving an agreement with the KCK Public Schools for the sharing of student information in the OK Program, which is designed to provide mentorship and foster community relationships through cooperation between the KCK Police Department and KCK Public Schools, submitted by Susan Alig, Assistant Counsel.

Tracking #: 19583

Item No. 3 - RESOLUTION: AGREEMENT WITH FIRE DISTRICT 1 OF LEAVENWORTH COUNTY FOR AUTOMATIC AID

Synopsis: A resolution authorizing an agreement with Fire District 1 of Leavenworth

County, KS, 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 Katie Devlin, Assistant Counsel.

Tracking #: 19584

Item No. 4 - ORDINANCE: FIRE PREVENTION AND PROTECTION

Synopsis: An ordinance amending Section 15-92 relating to temporary retail establishments selling fireworks, submitted by John Droppelmann, Fire Marshal.

Tracking #: 19588

Item No. 5 - ORDINANCE: MAXIMUM SPEED LIMITS

Synopsis: An ordinance amending Section 35-281, Chapter 35 – Traffic of the Code of Ordinances to designate 25 mph as the maximum speed for residence district and 20 mph in any park, submitted by Jeff Fisher, Executive Director of Public Works.

Tracking #: 19585

Item No. 6 - REQUEST: KAW RIVER BANK STABILIZATION AT TURKEY CREEK

Synopsis: Request an \$8M increase in funding to repair damages that occurred in 2017 to the wingwall, floodwall and river bank at Turkey Creek Tunnel Outfall on the Kansas River, submitted by Jeff Fisher, Executive Director of Public Works. Public Works was denied FEMA funding and current construction costs are at \$13 million.

Public Works staff is currently working with Kansas City, MO, Kaw Valley Drainage District and BNSF to split costs; however, since construction must be completed by June 2019, Public Works is not able to wait for funding responses from these entities and have to continue with funding the project.

Tracking #: 19589

Item No. 7 - UPDATE: JUVENILE CENTER

Synopsis: Update from staff and personnel from Treanor Architects and Newkirk/Novak Construction on the new Memorial Hall parking lots and Juvenile Justice Center, submitted by John Kelly, Director of Buildings & Logistics.

Tracking #: 19590

V. Public Agenda

VI. Adjourn

**AGENDA UPDATE
PUBLIC WORKS AND SAFETY
STANDING COMMITTEE MEETING
MONDAY, FEBRUARY 25, 2019**

IV. COMMITTEE AGENDA

REVISED ITEM

**ITEM NO. 6 – 19589...RESOLUTION: KAW RIVER BANK STABILIZATION
AT TURKEY CREEK, CMIP 5056**

Synopsis: A resolution amending the 2018-2023 CMIP; amending prior authorization of certain public improvements related to the Kaw River bank stabilization at Turkey Creek project (CMIP 963-5056); and expressing the intent to issue general obligation bonds and/or temporary notes to finance all or a portion of the costs of such improvements, submitted by Kathleen VonAchen, Chief Financial Officer.

RESOLUTION NO. R-__-19

A RESOLUTION AMENDING THE 2018-2023 CMIP; AMENDING PRIOR AUTHORIZATION OF CERTAIN PUBLIC IMPROVEMENTS RELATED TO THE KAW RIVER BANK STABILIZATION AT TURKEY CREEK PROJECT (CMIP 963-5056); AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS AND/OR TEMPORARY NOTES TO FINANCE ALL OR A PORTION OF THE COSTS OF SUCH IMPROVEMENTS.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the “Unified Government”) is authorized and empowered pursuant to Charter Ordinance No. CO-03-09 to issue general obligation bonds and/or temporary notes for the purpose of paying for a variety of improvements; and

WHEREAS, pursuant to Resolution No. R-34-18 and Ordinance No. O-30-18, the Unified Government has previously approved the 2018-2023 Capital Maintenance Improvement Program (the “2018-2023 CMIP”); and

WHEREAS, pursuant to Resolution No. R-52-18, the Unified Government has previously approved the amendment of the 2018-2023 CMIP; and

WHEREAS, pursuant to Resolution No. R-52-18, the Unified Government previously authorized and approved several public improvements within the Unified Government, particularly including **KAW RIVER BANK STABILIZATION AT TURKEY CREEK (CMIP 963-5056)** (the “Project”), as more fully described therein; and

WHEREAS, it is necessary to amend Exhibit A to Resolution No. R-52-18 and the 2018-2023 CMIP in order to: (a) amend the description and scope of work of the Project, (b) increase the estimated cost of the Project and (c) increase the amount of general obligation bonds and/or temporary notes to be issued for the Project, as provided herein.

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

Section 1. Prior authorizations for the Project and the issuance of general obligation bonds therefor, as set forth in Exhibit A to Resolution No. R-52-18 and the 2018-2023 CMIP as approved by R-34-18 and Ordinance No. O-30-18 and amended by R-52-18, are hereby amended to read as follows:

KAW RIVER BANK STABILIZATION AT TURKEY CREEK 963-5056

Prior Authorizing Resolution: R-52-18

General Obligation Bond Authorization Amount: \$10,000,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Construction, inspection, repair and restoration of a portion of the Kaw River Bank adjacent to the Turkey Creek outfall into the Kaw River. Additional work

includes replacing the wingwall and floodwall, providing stronger stabilization for the riverbank and restoring the Levee wall / Headwall.

Section 2. The Unified Government expects to make capital expenditures in connection with the Project and intends to reimburse itself for such expenditures with the proceeds of general obligation bonds and/or temporary notes in an amount not to exceed **\$10,000,000**, plus capitalized interest and costs of issuance. The Unified Government expects to make expenditures prior to the issuance of such general obligation bonds and/or general obligation temporary notes, and any such tax-exempt general obligation bonds and/or general obligation temporary notes issued under the authority of this Resolution may be used to reimburse expenditures made on or after the date that is 60 days before the date of passage of this Resolution pursuant to U.S. Treasury Regulation §1.150-2.

Section 3. The Mayor/CEO, Unified Government Clerk, County Administrator, Unified Government Chief Financial Officer and Unified Government Chief Counsel and other appropriate officers and agents of the Unified Government are hereby authorized and directed to take such action, expend such funds and execute such documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 4. This Resolution shall be in full force and effect following its adoption by the governing body of the Unified Government.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas, this 7th day of March, 2019.

UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS

By: _____
Mayor/Chief Executive Officer

(SEAL)

ATTEST:

Unified Government Clerk

Approved as to form:

Office of Chief Counsel



Staff Request for Commission Action

Tracking No. 19578

Full Commission Meeting Date: 3/7/19

Committee: Public Works & Safety

Date of Standing Committee Action: 2/25/19

(If none, please explain):

Publication Required: Yes 03/14/2019

<u>Date:</u> 01/30/2019	<u>Contact Name:</u> James Bain	<u>Contact Phone:</u> x5077	<u>Contact Email:</u> jbain@wycokck.org	<u>Department/Division:</u> Legal
<u>Item Description:</u> Project Name: Lombardy Drive Sewer Improvement Project – CMIP 6213 A resolution declaring that this project is a necessary and valid improvement project. This project is to relocate a failing sewer main that runs under houses to side yards and the road at 22 nd and Lombardy Drive. 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.				
<u>Action Requested:</u> To adopt the resolution.				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> 1 Resolution.Lombardy Dr.				

(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 **Lombardy Drive Sewer Improvements Project (CMIP 6213)**, 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 **Lombardy Drive Sewer Improvements Project (CMIP 6213)**. The project is relocating failing sewer mains that run under houses to side yards and the road, at 22nd and Lombardy Drive. 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 GOVERNMENT CLERK

APPROVED AS TO FORM:

James Bain
Assistant Counsel



Staff Request for Commission Action

Tracking No. 19583

Full Commission Meeting Date: 3/7/19

Committee: Public Works & Safety

Date of Standing Committee Action: 2/25/19

(If none, please explain):

Publication Required: No

<u>Date:</u> 02/11/2019	<u>Contact Name:</u> Susan Alig	<u>Contact Phone:</u> x5085	<u>Contact Email:</u> salig@wycokck.org	<u>Department/Division:</u> Legal
<u>Item Description:</u> Request approval to enter into an agreement with Kansas City, Kansas Public Schools for the sharing of student information in the OK Program, which is designed to provide mentorship and foster community relationships through cooperation between the Kansas City, Kansas Police Department and Kansas City, Kansas Public Schools.				
<u>Action Requested:</u> To adopt the resolution.				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> Authorizing Resolution, MOA OK Program				

RESOLUTION NO. _____

A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY, KANSAS AND THE KANSAS CITY,
KANSAS PUBLIC SCHOOLS

Whereas, the Kansas City, Kansas Public School District (“District”) and the Unified Government of Wyandotte County/ Kansas City, Kansas (“Unified Government”) are empowered by the laws of Kansas to enter into agreements with each other to perform any governmental service, activity, or undertaking which each is authorized by law to perform;

Whereas, the District and the Unified Government desire to enter into an Agreement to exchange certain student information as needed for the furtherance of the OK Program, which is designed to foster mentorship and community relationships between youth and the Kansas City, Kansas Police Department;

Whereas, an agreement has been prepared describing the parties’ cooperation and responsibilities regarding such exchange of student information;

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

THIS RESOLUTION IS ADOPTED by the Governing Body of the Unified Government of Wyandotte County/ Kansas City, Kansas, this ____ day of _____, 2019.

UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/ KANSAS CITY, KANSAS

By: _____

David Alvey

Mayor/ CEO

(SEAL)
ATTEST

Unified Government Clerk

**AGREEMENT BETWEEN THE UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/ KANSAS CITY, KANSAS and KANSAS CITY, KANSAS PUBLIC
SCHOOLS USD 500**

THIS AGREEMENT (the "Agreement"), is made and entered into by and between KANSAS CITY, KANSAS PUBLIC SCHOOLS USD 500 (the "School District"), a "municipality" within the meaning of K.S.A. §12-2908, and the UNIFIED GOVERNMENT of KANSAS CITY, WYANDOTTE COUNTY, KANSAS CITY KANSAS and the KANSAS CITY, KANSAS POLICE DEPARTMENT (collectively referred to as "Unified Government") a "municipality" within the meaning of K.S.A. §12-2908.

WITNESSETH

WHEREAS, pursuant to the provisions of the Kansas Interlocal Cooperation Act, Kansas Code Annotated, Section 12-2908, et seq., as amended, certain municipalities are authorized to enter into mutually advantageous agreements for joint or cooperative action; and

WHEREAS, the and the Unified Government, through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Agreement to provide for joint and cooperative action by participating in the National O.K. Program by placing one or more Kansas City, Kansas Police Department law enforcement officers within the School District in order to provide mentorship and foster community relationships; and

NOW, THEREFORE, be it mutually covenanted and agreed as follows, each of the parties accepting as consideration for this Agreement the mutual promises and agreements of the other:

1. EFFECTIVE DATE AND DURATION

1.1. This Interlocal Cooperation Agreement shall be effective on the date it is signed by the parties, and shall continue for a period of twelve (12) months, unless sooner terminated as provided herein. This agreement may be extended for up to five (5) one year terms if mutually agreed upon in writing by both parties.

2. ADMINISTRATIVE ENTITY

2.1. The Unified Government and the School District do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement.

3. PURPOSE

3.1. This Agreement is established for the purpose of joint participation in the National O.K. Program for the purpose of providing mentorship and community relationships to students in the School District.

4. MANNER OF FINANCING

4.1. This Agreement and the matters contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Agreement.

4.2. There is no cost to either party under this Agreement.

5. **ADMINISTRATOR**

5.1. The parties agree that Unified Government shall act as administrator responsible for this Agreement. This Agreement does not anticipate nor provide for any organizational changes in the Unified Government or the School District.

6. **DESCRIPTION OF ARRANGEMENT**

6.1. The Unified Government agrees to provide one or more law enforcement officers to participate in the O.K. Program ("participant officers") for the purpose of providing mentorship, guidance, educational support, and fostering relationships with the School District's students.

6.2. The Unified Government shall ensure that the law enforcement officers made available under this Agreement shall receive the training provided and comply with the requirements of the National O.K. Program.

6.3. The School District shall provide all necessary supplies and work space for the smooth functioning of the program.

6.4. The School District shall provide attendance, discipline, and grade information to the program law enforcement officer(s) regarding participant students.

6.5. The School District shall provide guidelines and requirements regarding the confidentiality of such attendance, discipline, and grade information to the participant officers.

6.6. Nothing in this Agreement shall abrogate either party's responsibilities under the Kansas Open Records Act, the Kansas Open Meetings Act, or similar legislation.

6.7. The School District shall inform the Unified Government of any breach of confidentiality guidelines and requirements by a participant officer.

6.8. The Unified Government shall review any such breaches and take corrective action or issue discipline as provided for under its internal policies and general orders.

6.9. Upon request by the School District, in the event of a breach of such confidentiality guidelines or requirements, the Unified Government shall remove any participant officer who is responsible for such breach from the program.

7. **NOTICE OF DEFAULT; CORRECTIVE ACTION**

7.1. The failure of either party to comply with each and every term and condition of this Agreement shall constitute a breach of this Agreement.

7.2. Either party shall have ten (10) days after receipt of written notice from the other of any breach to correct the conditions specified in the notice.

8. **RIGHTS AND REMEDIES**

8.1. In the event of any breach hereunder and after the lapse of the cure period as per section 7.2 above, the non-breaching party shall have all the rights and remedies available under the laws of the State of Kansas in effect. The rights and remedies of the parties hereto shall not be mutually exclusive, but shall be cumulative in all respects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

8.2. This agreement may be terminated for convenience by either party upon thirty (30) days written notice of such termination provided to the other party. Notice of termination shall be considered effective upon the date of receipt of notice by the other party.

9. **GOVERNING LAW, JURISDICTION, AND VENUE**

9.1. All question with respect to the construction of this Agreement and all right and liability of the parties hereto shall be governed by the laws of the State of Kansas.

9.2. Jurisdiction and venue for the enforcement of this Agreement shall be found in the courts of Wyandotte County, State of Kansas.

10. **NOTICE**

10.1. Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, certified mail, in the United States mail addressed to the following addresses:

10.1.1. Unified Government: Attn: Chief Counsel, Municipal Office Building,
701 N. 7th Street, Kansas City, Kansas 66101

10.1.2. School District:

10.2. This contract shall be administered by:

10.2.1. Unified Government: Chief of Police, Kansas City, Kansas Police
Department Headquarters, 700 Minnesota Avenue, Kansas City, Kansas
66101

10.2.2. School District:

10.3. Changes to the notice address shall only be effective if delivered in writing to the contract administrator.

11. **GENERAL PROVISIONS**

11.1. **Severability.** In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

11.2. **Entire Agreement.** This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superseded hereby.

11.3. **Amendments.** This Agreement may be modified only by a writing signed by each of the parties hereto.

11.4. **Covenants and Conditions.** Each provision of this Agreement performable by the Unified Government and the Sheriff's Department shall be deemed to be both a covenant and a condition.

11.5. **Not Assignable.** This Agreement is specific to the parties hereto and is therefore not assignable.

11.6. **Binding Effect.** This Agreement shall bind the parties and their respective successors and assigns.

11.7. **Captions.** The captions to the various Sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

- 11.8. **Time.** Time is of the essence of each term, provision, and covenant of this Agreement.
- 11.9. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- 11.10. **Gender and Number.** The singular number includes the plural whenever the context so indicates. As to all this Agreement and any policies or procedures executed in connection thereto, the neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, limited liability company, partnership, or other legal entity when the context so requires. The word "person" means person or persons or other entity or entities or any combination of persons and entities.
- 11.11. **Waiver or Forbearance.** No delay or omission in the exercise of any right or remedy by any party hereto shall impair such right or remedy or be construed as a waiver. Any waiver of any breach must be in writing and shall not be a waiver of any other breach concerning the same or any other provision of this Agreement.
- 11.12. **No Partnership, Joint Venture, or Third Party Rights.** Except as specifically set forth herein, nothing in this Agreement shall be construed as creating any partnership, joint venture, or business arrangement among the parties hereto, nor confer any rights or benefits to third parties.

- SIGNATURES ON FOLLOWING PAGE -

IN WITNESS WHEREOF, the parties have signed and executed this Agreement on the dates listed below.

DATED this ____ day of _____, 2018.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY,
KANSAS

By: _____
Douglas G. Bach, County Administrator

ATTEST:

By: _____
(Name) _____, _____ (title)

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF KANSAS:

Susan Alig, Assistant Counsel

DATED this ____ day of _____, 2018.

KANSAS CITY, KANSAS SCHOOL DISTRICT USD 500

By: Dr. Valdenia C. Winn

ATTEST:

By: Susan Westlake

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF KANSAS:

[Signature]



Staff Request for Commission Action

Tracking No. 19584

Full Commission Meeting Date: 3/7/19

Committee: Public Works & Safety

Date of Standing Committee Action: 2/25/19

(If none, please explain):

Publication Required: No

<u>Date:</u> 02/12/2019	<u>Contact Name:</u> Katie Devlin	<u>Contact Phone:</u> x5076	<u>Contact Email:</u> kdevlin@wycokck.org	<u>Department/Division:</u> Legal
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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, AutoAid KCKFD District 1 2019

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 7th DAY OF MARCH, 2019.**

ATTEST:

Unified Government Clerk

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;

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 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

**Unified Government of Wyandotte
County/Kansas City, Kansas**

Douglas G. Bach, County Administrator

Attest:

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.

Response:

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



Staff Request for Commission Action

Tracking No. 19588

Full Commission Meeting Date: 3/7/19

Committee: Public Works & Safety

Date of Standing Committee Action: 2/25/19

(If none, please explain):

Publication Required: Yes 03/14/2019

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
02/13/2019	John Droppelmann	x5938	jdroppelmann@kckfd.org	Legal

Item Description:

Amendments to Section 15-92. Requiring temporary retail establishments selling fireworks to have four fire extinguishers. Changing the distance between adjacent tents, awnings, parking areas, lot lines, buildings, or other fabric enclosures from ten to twenty feet between each other. Requiring temporary fireworks retail locations to have inventory delivered directly to the temporary stand. Adding requirements of retail fireworks permit holders to maintain inventory lists of items held on the premises. These amendments are supported by Fire Marshall John Droppelmann.

Action Requested:

To approve the ordinance.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

15-92 Storage Sale Handling Fireworks Ordinance, 15-92 Storage Sale Handling Fireworks Ordinance redlined

Published _____

ORDINANCE NO. _____

An ordinance relating to Chapter 15 Fire Prevention and Protection, Article IV Fireworks, amending Section 15-92 of the Code of Ordinances for the Unified Government of Wyandotte County/Kansas City, Kansas.

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

Section 1. That Chapter 15 Fire Prevention and Protection, Article IV Fireworks, amending Section 15-92 of the Code of Ordinances for the Unified Government of Wyandotte County/Kansas City, Kansas, to read as follows:

Sec. 15-92. – Storage, sale, and handling.

(a) *In general.*

- (1) Fireworks shall not be sold or kept for sale in a place of business where paints, oils, varnishes, turpentine, gasoline, or other flammable substances are kept.
- (2) Fireworks shall not be stored, kept, sold, or discharged within 100 feet of any gasoline pump, gasoline filling station, gasoline bulk station, or any building in which gasoline or volatile liquids are sold or stored.
- (3) Four approved and fully charged fire extinguishers must be provided and kept in close proximity to the stock of fireworks in all buildings and temporary retail establishments where fireworks are sold or stored. All fire extinguishers shall be at least of type A standards and have not less than a two and one-half pound capacity. Two of the fire extinguishers shall be a 2-A water type extinguisher. Failure to maintain the required number of fire extinguishers as set out in this subsection or maintaining nonoperational or partially discharged extinguishers shall be considered grounds for immediate suspension of any operation in the interest of public health, safety and welfare.
- (4) The possession of more than 125 pounds of consumer grade fireworks shall:
 - a. Be reported to the fire marshal's office;
 - b. Require a permit be issued by the fire marshal's office; and
 - c. Be stored in compliance with section 5609 of the International Fire Code.

(b) *Wholesale sales or retail sales for public display.*

- (1) Fireworks to be sold at wholesale or at retail for public displays shall be stored in a room set aside for the storage of fireworks only. Construction shall be of brick, block, concrete, or five-eighths-inch drywall interior and a brick, block, or concrete exterior wall.

- (2) All structures shall have metal bars over doors and windows. A sign must be posted over the entrance reading "FIREWORKS—NO SMOKING."

(c) *Retail sales.*

- (1) Retail sale of fireworks or storage of fireworks shall be from brick, block, concrete, metal, or frame, temporarily erected to be used as a place for storing and selling fireworks only. No tents, awnings, or other fabric enclosure shall be used unless the tents, awnings, or other fabric enclosure, and all auxiliary tents, curtains, drops, awnings and all decorative materials, are made from a nonflammable material or are treated and maintained in a flame retardant condition. No fireworks stand shall hang, drape, display, or use plastic or plastic canvas for any purpose unless the plastic or plastic canvas is made from a nonflammable material or is treated and maintained in a flame-retardant condition. A sign must be posted over all the entrances reading "FIREWORKS-NO SMOKING." All tents, awnings, or other fabric enclosure shall be adequately roped, braced and anchored to withstand the elements of the weather and prevent against collapsing. Documentation of structural stability shall be furnished to the unified government upon request, and there shall be a minimum of ten feet between the stake lines. Where ten feet between stake lines is not sufficient for means of egress, the distance necessary for means of egress shall govern. All adjacent tents, awnings, parking areas, lot lines, buildings, or other fabric enclosures shall be no closer than twenty feet from each other (as measured from the end of the tent stake line) in order to provide an area to be used as a means of emergency egress. Exit openings from all tents, awnings, or other fabric enclosure shall be clearly marked.
- (2) No person shall offer for sale or sell fireworks at temporary retail locations before June 29 and after July 4.
- (3) No person shall offer for sale or sell fireworks at temporary retail locations before 9:00 a.m. or after 10:00 p.m.
- (4) No person shall sell the fireworks listed in section 15-90(1)—(4) to any person under the age of 16.
- (5) All temporary fireworks retail locations must have their fireworks inventory orders delivered from the distributor directly to their approved temporary stand location.
- (6) Single sale purchases in excess of 125 pounds shall be reported to the fire marshal's office in accordance with subsection (a)(4) above, and such notice shall be submitted prior to end of the sales period on July 4th.
- (7) All pre-ordered fireworks shall be distributed to the purchaser from a licensed Kansas retailer. The purchaser shall pick up his/her pre-ordered purchase directly from the retailer's retail location.
- (8) No person shall expose fireworks where sun shines through glass on the merchandise displayed, except where such fireworks are in the original package. All fireworks kept for sale on front counters must remain in original packages, except where an attendant is on duty at all times.
- (9) All retail locations shall post "No Smoking" signs inside the structure.

- (10) No temporary authorized structures used for the sale or storage of fireworks shall be erected before June 24, and no materials associated with such structures shall be placed on the site before June 24. All temporary authorized and erected structures used for the sale or storage of fireworks shall be removed no later than July 7. Any remaining structures, debris, litter, or materials shall be removed by the unified government and the cost taxed against the owner of the property, the lessee of the property, or the holder of the retail fireworks permit.
- (11) It shall be the duty of the fire prevention bureau to inspect all locations where fireworks are sold at retail.
- (12) Permits shall be required subject to the following:
- a. All persons desiring to sell fireworks in the city shall secure each year a permit from the license administrator upon payment of a fee in an amount set by the county administrator.
 - b. All applicants for a permit must be residents of the city and at least 18 years of age. Each applicant shall provide reasonable proof of residency and age.
 - c. A permit must be obtained for each stand and each location proposed. In this context, a stand shall be defined as each individual unit not connected by an enclosed walkway.
 - d. Every permit recipient shall sign and submit a statement to the license department indicating the recipient has received, reviewed, and understood the ordinances of the unified government pertaining to fireworks and will accept full responsibility for compliance with such ordinances.
 - e. Every permit recipient shall maintain a detailed, legible, and current inventory list of consumer firework items held on the premises, indicating the Kansas licensed distributor from whom those items were purchased. This list shall be provided to law enforcement, the fire department, or local authority upon request. Every permit recipient must submit a legible copy of the Fireworks Distributor's order form and delivery manifest, including but not limited to the following: detailed quantities ordered, delivered, and line item cost. At the end of the retail fireworks season, applicant will provide a remaining inventory report on the Distributor's order form detailing the remaining fireworks on each line item.
 - f. No permit for retail sale shall be issued unless the proposed location is on property zoned at a minimum for retail-commercial use or can be shown to be a legal nonconforming retail-commercial use.
 - g. No permit shall be issued for any location within 100 feet of any structure used in whole or in part as a residence.
 - h. No permit will be issued after 5:00 p.m. on June 27.
 - i. No permit will be issued unless the applicant files with the unified government a cash bond, in a form approved by the chief counsel or his designated representative, in the amount of \$1,000.00, conditioned upon the permit holder's removal of all temporarily authorized and erected structures used for the sale or storage of fireworks on or before July 7, together with any debris, litter, and material remaining at the site.

- j. No permit will be issued unless the applicant files with the unified government a current year tax clearance letter from the state department of revenue stating that the applicant owes no back taxes.
 - k. No permit will be issued to an applicant delinquent on any unified government ad valorem tax assessments, interest, or penalties.
 - l. No permit will be issued for the sale of fireworks upon any property with any delinquent unified government ad valorem tax assessments, interest, or penalties.
 - m. No permit will be issued to an applicant who has not submitted the "Leftover Inventory" form from the previous year's sales to the fire marshal's office by the specified date.
 - n. All firework stand owners shall be present for the initial inspection of the stand by the fire department.
- (13) All permit holders shall cause to be posted in each stand, in a conspicuous location, and shall cause to be distributed with each sale a copy of sections 15-91 and 15-93, governing discharge of fireworks, in both English and Spanish.
- (14) Revocation of a permit shall be subject to the following:
- a. The license administrator may revoke any permit issued under this section, without refund of the permit fee, in the event of a violation of any of the requirements of this article.
 - b. Any permit holder whose permit is revoked may appeal the decision to the county administrator by filing a written request with the license administrator and will be afforded a hearing before the county administrator or his designated representative within 24 hours of filing such request. The county administrator may uphold or overrule the decision of the license administrator.
 - c. Any revocation of a permit shall bar the permit holder from obtaining unified government permits and licenses relating to fireworks for a period of two years.
- (15) Any person or agency convicted of the violation of this section or for failure to obtain a permit for the retail sale of fireworks, as stated in this section, shall bar that individual and/or agency from obtaining unified government permits and licenses relating to fireworks for a period of two years.

(Code 1988, § 15-75; Ord. No. 65434, § 5, 5-18-1989; Ord. No. O-13-01, § 1, 2-1-2001; Ord. No. O-45-02, § 1, 6-6-2002; Ord. No. O-74-05, § 1, 10-6-2005; Ord. No. O-33-09, § 1, 5-7-2009; Ord. No. O-44-09, §§ 2, 3, 6-4-2009; Ord. No. O-27-13, § 2, 4-4-2013; Ord. No. [O-13-18](#), § 1, 3-22-2018)

Section 2. That said original Section 15-92 of the Code of Ordinances for the Unified Government of Wyandotte County/Kansas City, Kansas is hereby repealed.

Section 3. This ordinance shall take effect and be in full force from and after the passage, approval, and publication in the official Unified Government newspaper.

PASSED BY THE BOARD OF COMMISSIONERS 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:

Unified Government Counsel

Published _____

ORDINANCE NO. _____

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- (2) Fireworks shall not be stored, kept, sold, or discharged within 100 feet of any gasoline pump, gasoline filling station, gasoline bulk station, or any building in which gasoline or volatile liquids are sold or stored.
- (3) Four approved and fully charged fire extinguishers must be provided and kept in close proximity to the stock of fireworks in all buildings **and temporary retail establishments** where fireworks are sold or stored, ~~except that three such fire extinguishers must be located in all temporary retail establishments~~. All fire extinguishers shall be at least of type A standards and have not less than a two and one-half pound capacity. Two of the fire extinguishers shall be a 2-A water type extinguisher. Failure to maintain the required number of fire extinguishers as set out in this subsection or maintaining nonoperational or partially discharged extinguishers shall be considered grounds for immediate suspension of any operation in the interest of public health, safety and welfare.
- (4) The possession of more than 125 pounds of consumer grade fireworks shall:
 - a. Be reported to the fire marshal's office;
 - b. Require a permit be issued by the fire marshal's office; and
 - c. Be stored in compliance with section 5609 of the International Fire Code.

(b) *Wholesale sales or retail sales for public display.*

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- (2) All structures shall have metal bars over doors and windows. A sign must be posted over the entrance reading "FIREWORKS—NO SMOKING."

(c) *Retail sales.*

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- (3) No person shall offer for sale or sell fireworks at temporary retail locations before 9:00 a.m. or after 10:00 p.m.
- (4) No person shall sell the fireworks listed in section 15-90(1)—(4) to any person under the age of 16.
- (5) All temporary fireworks retail locations must have their fireworks inventory orders delivered from the distributor directly to their approved temporary stand location.
- (6) Single sale purchases in excess of 125 pounds shall be reported to the fire marshal's office in accordance with subsection (a)(4) above, and such notice shall be submitted prior to end of the sales period on July 4th.
- (67) All pre-ordered fireworks shall be distributed to the purchaser from a licensed Kansas retailer. The purchaser shall pick up his/her pre-ordered purchase directly from the retailer's retail location.
- (78) No person shall expose fireworks where sun shines through glass on the merchandise displayed, except where such fireworks are in the original package. All fireworks kept for sale on front counters must remain in original packages, except where an attendant is on duty at all times.
- (89) All retail locations shall post "No Smoking" signs inside the structure.

(910) No temporary authorized structures used for the sale or storage of fireworks shall be erected before June 24, and no materials associated with such structures shall be placed on the site before June 24. All temporary authorized and erected structures used for the sale or storage of fireworks shall be removed no later than July 7. Any remaining structures, debris, litter, or materials shall be removed by the unified government and the cost taxed against the owner of the property, the lessee of the property, or the holder of the retail fireworks permit.

(4011) It shall be the duty of the fire prevention bureau to inspect all locations where fireworks are sold at retail.

(4112) Permits shall be required subject to the following:

- a. All persons desiring to sell fireworks in the city shall secure each year a permit from the license administrator upon payment of a fee in an amount set by the county administrator.
- b. All applicants for a permit must be residents of the city and at least 18 years of age. Each applicant shall provide reasonable proof of residency and age.
- c. A permit must be obtained for each stand and each location proposed. In this context, a stand shall be defined as each individual unit not connected by an enclosed walkway.
- d. Every permit recipient shall sign and submit a statement to the license department indicating the recipient has received, reviewed, and understood the ordinances of the unified government pertaining to fireworks and will accept full responsibility for compliance with such ordinances.

ee. Every permit recipient shall maintain a detailed, legible, and current inventory list of consumer firework items held on the premises, indicating the Kansas licensed distributor from whom those items were purchased. This list shall be provided to law enforcement, the fire department, or local authority upon request. Every permit recipient must submit a legible copy of the Fireworks Distributor's order form and delivery manifest, including but not limited to the following: detailed quantities ordered, delivered, and line item cost. At the end of the retail fireworks season, applicant will provide a remaining inventory report on the Distributor's order form detailing the remaining fireworks on each line item.

f. No permit for retail sale shall be issued unless the proposed location is on property zoned at a minimum for retail-commercial use or can be shown to be a legal nonconforming retail-commercial use.

fg. No permit shall be issued for any location within 100 feet of any structure used in whole or in part as a residence.

gh. No permit will be issued after 5:00 p.m. on June 27.

hi. No permit will be issued unless the applicant files with the unified government a cash bond, in a form approved by the chief counsel or his designated representative, in the amount of \$1,000.00, conditioned upon the permit holder's removal of all temporarily authorized and erected structures used for the sale or storage of fireworks on or before July 7, together with any debris, litter, and material remaining at the site.

- ~~ij.~~ No permit will be issued unless the applicant files with the unified government a current year tax clearance letter from the state department of revenue stating that the applicant owes no back taxes.
- ~~jk.~~ No permit will be issued to an applicant delinquent on any unified government ad valorem tax assessments, interest, or penalties.
- ~~kl.~~ No permit will be issued for the sale of fireworks upon any property with any delinquent unified government ad valorem tax assessments, interest, or penalties.
- ~~lm.~~ No permit will be issued to an applicant who has not submitted the "Leftover Inventory" form from the previous year's sales to the fire marshal's office by the specified date.
- ~~mn.~~ All firework stand owners shall be present for the initial inspection of the stand by the fire department.
- ~~(1213)~~ All permit holders shall cause to be posted in each stand, in a conspicuous location, and shall cause to be distributed with each sale a copy of sections 15-91 and 15-93, governing discharge of fireworks, in both English and Spanish.
- ~~(1314)~~ Revocation of a permit shall be subject to the following:
 - a. The license administrator may revoke any permit issued under this section, without refund of the permit fee, in the event of a violation of any of the requirements of this article.
 - b. Any permit holder whose permit is revoked may appeal the decision to the county administrator by filing a written request with the license administrator and will be afforded a hearing before the county administrator or his designated representative within 24 hours of filing such request. The county administrator may uphold or overrule the decision of the license administrator.
 - c. Any revocation of a permit shall bar the permit holder from obtaining unified government permits and licenses relating to fireworks for a period of two years.
- ~~(1415)~~ Any person or agency convicted of the violation of this section or for failure to obtain a permit for the retail sale of fireworks, as stated in this section, shall bar that individual and/or agency from obtaining unified government permits and licenses relating to fireworks for a period of two years.

(Code 1988, § 15-75; Ord. No. 65434, § 5, 5-18-1989; Ord. No. O-13-01, § 1, 2-1-2001; Ord. No. O-45-02, § 1, 6-6-2002; Ord. No. O-74-05, § 1, 10-6-2005; Ord. No. O-33-09, § 1, 5-7-2009; Ord. No. O-44-09, §§ 2, 3, 6-4-2009; Ord. No. O-27-13, § 2, 4-4-2013; Ord. No. [O-13-18](#), § 1, 3-22-2018)

Section 2. That said original Section 15-92 of the Code of Ordinances for the Unified Government of Wyandotte County/Kansas City, Kansas is hereby repealed.

Section 3. This ordinance shall take effect and be in full force from and after the passage, approval, and publication in the official Unified Government newspaper.

PASSED BY THE BOARD OF COMMISSIONERS 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:

Unified Government Counsel



Staff Request for Commission Action

Tracking No. 19585

Full Commission Meeting Date: 3/7/2019

Committee: Public Works & Safety

Date of Standing Committee Action: 2/25/19

(If none, please explain):

Publication Required: Yes 03/14/2019

<u>Date:</u> 02/13/2019	<u>Contact Name:</u> Jeff Fisher	<u>Contact Phone:</u> x5415	<u>Contact Email:</u> jfisher@wycokck.org	<u>Department/Division:</u> Public Works
<u>Item Description:</u> <i>Request to amend Section 35-281, Chapter 35 – Traffic, of the Code of Ordinance to designate 25 mph as the maximum speed for residence district.</i>				
<u>Action Requested:</u> For Full Commission				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> Ordinance 25 mph, Redlined ordinance 25 mph				

Published _____

ORDINANCE NO. _____

An ordinance relating to Chapter 35 Traffic, amending Section 35-281 and repealing Section 35-281 of the Code of Ordinances for the Unified Government of Wyandotte County/ Kansas City, Kansas.

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

Section 1. That Chapter 35 Traffic, Section 35-281, of the Code of Ordinances for the Unified Government of Wyandotte County/ Kansas City, Kansas, be amended to read as follows:

Sec. 35-281. - Maximum speed limits.

- (a) Except as provided in subsection (c) of this section, and except when a special hazard exists that requires lower speed for compliance with section 35-280 of this article, the limits specified in this section or established as authorized by law shall be maximum lawful speeds and no person shall operate a vehicle at a speed in excess of such maximum limits:
 - (1) In any residence district, 25 miles per hour;
 - (2) In any urban district, 30 miles per hour;
 - (3) On any separated multilane highway, as designated and posted by the secretary, 75 miles per hour;
 - (4) Fifty-five miles per hour on any county or township highway;
 - (5) Sixty-five miles per hour on all other highways; and
 - (6) In any park, as defined by section 25-41 of this code, 20 miles per hour.
- (b) The maximum speed limits established by or pursuant to this section may be altered as authorized in section 35-286 of this article.
- (c) No person shall drive a school bus to or from school or interschool or intraschool functions or activities at a speed greater than the maximum speed limits provided in subsection (a) of this section. The provisions of this subsection shall apply to buses used for the transportation of students enrolled in community colleges or area vocational schools when such buses are transporting students to or from school or functions or activities.

Section 2. That said original Section 35-281 of the Code of Ordinances for the Unified Government of Wyandotte County/ Kansas is hereby repealed.

Section 4. This ordinance shall take effect and be in full force from and after its passage, approval, and publication in the official Unified Government newspaper.

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

THIS _____ DAY OF _____, 2018.

David Alvey/ Mayor CEO

Attest:

Unified Government Clerk

Published _____

ORDINANCE NO. _____

An ordinance relating to Chapter 35 Traffic, amending Section 35-281 and repealing Section 35-281 of the Code of Ordinances for the Unified Government of Wyandotte County/ Kansas City, Kansas.

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

Section 1. That Chapter 35 Traffic, Section 35-281, of the Code of Ordinances for the Unified Government of Wyandotte County/ Kansas City, Kansas, be amended to read as follows:

Sec. 35-281. - Maximum speed limits.

- (a) Except as provided in subsection (c) of this section, and except when a special hazard exists that requires lower speed for compliance with section 35-280 of this article, the limits specified in this section or established as authorized by law shall be maximum lawful speeds and no person shall operate a vehicle at a speed in excess of such maximum limits:
- (1) In any residence district, 25 miles per hour;
 - (2) In any urban district, 30 miles per hour;
 - (32) On any separated multilane highway, as designated and posted by the secretary, 75 miles per hour;
 - (43) Fifty-five miles per hour on any county or township highway; ~~and~~
 - (54) Sixty-five miles per hour on all other highways; ~~and-~~
 - (6) In any park, as defined by section 25-41 of this code, 20 miles per hour.
- (b) The maximum speed limits established by or pursuant to this section may be altered as authorized in section 35-286 of this article.
- (c) No person shall drive a school bus to or from school or interschool or intraschool functions or activities at a speed greater than the maximum speed limits provided in subsection (a) of this section. The provisions of this subsection shall apply to buses used for the transportation of students enrolled in community colleges or area vocational schools when such buses are transporting students to or from school or functions or activities.

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Section 2. That said original Section 35-281 of the Code of Ordinances for the Unified Government of Wyandotte County/ Kansas is hereby repealed.

Section 4. This ordinance shall take effect and be in full force from and after its passage, approval, and publication in the official Unified Government newspaper.

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

THIS _____ DAY OF _____, 2018.

David Alvey/ Mayor CEO

Attest:

Unified Government Clerk



Staff Request for Commission Action

Tracking No. 19589

Full Commission Meeting Date: 3/7/19

Committee: Public Works & Safety

Date of Standing Committee Action: 2/25/19

(If none, please explain):

Publication Required: No

<u>Date:</u> 02/13/2019	<u>Contact Name:</u> Jeff Fisher	<u>Contact Phone:</u> x5415	<u>Contact Email:</u> jfisher@wycokck.org	<u>Department/Division:</u> Public Works
<u>Item Description:</u> In 2017, there was a failure of the wingwall, floodwall and river bank at Turkey Creek Tunnel Outfall on the Kansas River. Public Works was denied for FEMA funding and current constructions costs are at \$13million. Public Works requests an \$8million increase in project funding in order to complete the repair work that is needed. Public Works staff is currently working with Kansas City, MO, Kaw Valley Drainage District and BNSF to split costs. However, since construction has to be completed by June 2019, Public Works is not able to wait for funding response from these entities and have to continue with funding the project.				
<u>Action Requested:</u> 2/25/19				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u>				



Staff Request for Commission Action

Tracking No. 19590

Full Commission Meeting Date:

Committee: Public Works & Safety

Date of Standing Committee Action:

(If none, please explain): For information only

Publication Required: No

<u>Date:</u> 02/13/2019	<u>Contact Name:</u> John Kelly	<u>Contact Phone:</u> 573-5332	<u>Contact Email:</u> jkelly@wycokck.org	<u>Department/Division:</u> Public Works
<u>Item Description:</u> An update from staff and personnel from Treanor Architects and Newkirk/Novak Construction on the new Memorial Hall parking lots and Juvenile Justice Center. Will include information on completed construction and a timeline for future work.				
<u>Action Requested:</u>				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u>				