



Public Works and Safety Committee
Standing Committee Meeting Agenda
Monday, March 18, 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 March 18, 2019 Agenda**

III. **Approval of standing committee minutes from January 28, 2019.**

IV. **Committee Agenda**

Item No. 1 - RESOLUTION: TEMPORARY HOUSING OF INMATES

Synopsis: A resolution authorizing the UG to enter into inmate housing agreements with Miami, Jackson, Andrew, Leavenworth and Butler counties submitted by Jane Wilson, Assistant Counsel.

Tracking #: 19634

Item No. 2 - RESOLUTION: COOPERATIVE JURISDICTIONAL AGREEMENT BETWEEN KCKPD AND BSPD

Synopsis: A resolution approving an agreement between the KCKPD and the Bonner Springs PD for traffic enforcement and limited law enforcement surrounding events at the Renaissance Festival and Amphitheatre, submitted by Terry Zeigler, Police Chief.

Tracking #: 19637

Item No. 3 - REQUEST: ADOPT-A-SPOT PROGRAM

Synopsis: Request approval of the Adopt-A-Spot Program in Wyandotte County/Kansas City, Kansas, submitted by Melissa Sieben, Assistant County Administrator.

Handouts will be provided at the meeting.

Tracking #: 19636

V. Public Agenda

VI. Adjourn

**PUBLIC WORKS AND SAFETY
STANDING COMMITTEE MINUTES
Monday, January 28, 2018**

The meeting of the Public Works and Safety Standing Committee was held on Monday, January 28, 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 Groneman. The following officials were also in attendance: Gordon Criswell and Melissa Sieben, Assistant County Administrators; Susan Alig, Assistant Counsel; Alan Howze, Chief Knowledge Officer; John Kelly, Director of Buildings & Logistics; Jeff Fisher, Executive Director of Public Works; Lideana Laboy, Traffic Engineer; Patrick Waters, Senior Attorney; Kathryn Devlin and James Bain, Assistant Counsel; Misty Brown, Deputy Chief Counsel; Troy Shaw, County Engineer; Brian McKiernan, Commissioner; Mike Tobin, Deputy Director of Public Works; Brandon Grover, Asset Coordination Manager for Public Works; Michael Callahan, Fire Chief;; and Jay Doleshal, Sergeant-at-Arms.

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

Chairman Bynum said tonight we have a revision to our agenda. Item #4 is an update for an agreement for auto-aid with Fire District 1 of Leavenworth County.

Approval of standing committee minutes from October 22 and November 26, 2018. **On motion of Commissioner Markley, seconded by Commissioner Johnson, the minutes were approved.** Motion carried unanimously.

Committee Agenda:

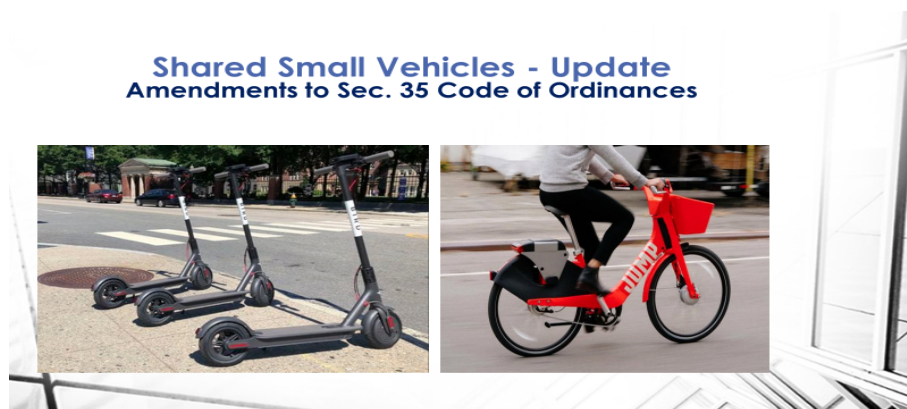
Item No. 1 – 1957...ORDINANCES: ELECTRIC-ASSISTED SCOOTERS AND SHARED SMALL VEHICLE PROGRAMS

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

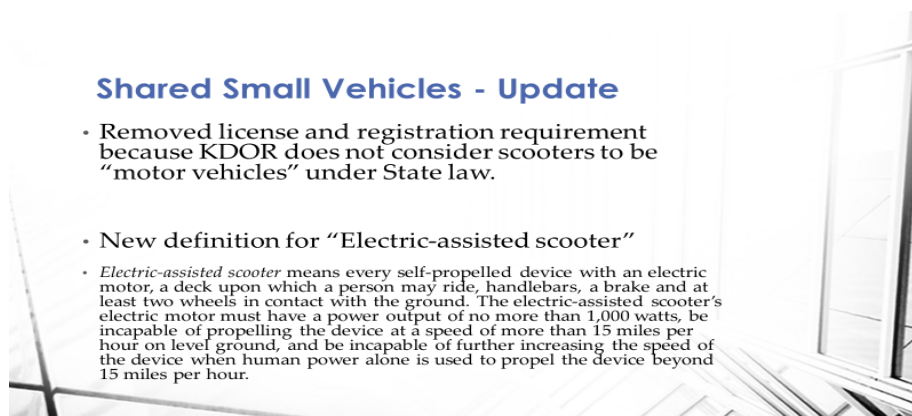
Waters, Senior Attorney. On October 22, 2018, the Public Works and Safety Standing Committee, chaired by Commissioner Bynum, reviewed a former version.

Patrick Waters, Senior Attorney, said I have an update for you tonight. You may recall this item was before you last October. Shortly after that meeting; however, we received some guidance from the Kansas Department of Revenue that indicated that they do not consider these electric scooters to be motor vehicles under state law. That required that we go back and change the ordinance a little bit. We had them classified as motor vehicles. We had required license and registration; therefore, we've taken that out.

We did ask the state that if you don't consider them motor vehicles, do you see them falling under any other provisions under state law. They could not point to a specific statute that these fall under.

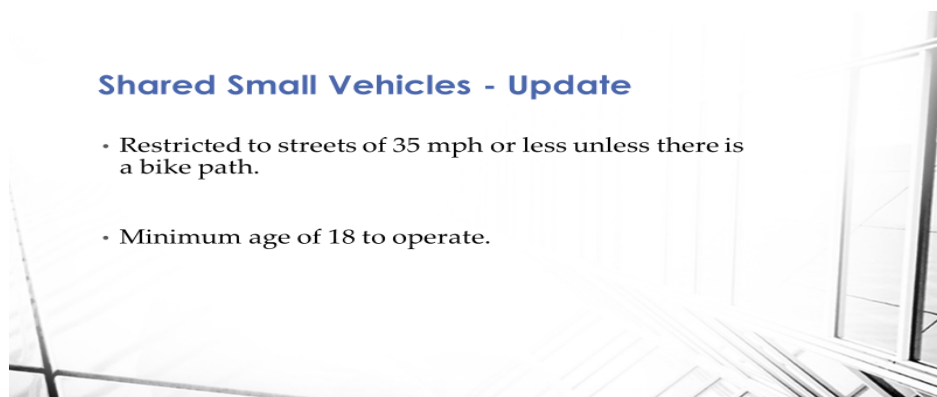


It is our opinion that state law is silent on the matter and; therefore; we have home rule authority to regulate these until a state law is passed regulating these.



We've just made a couple of changes. We added a new definition for an electric-assisted scooter. This closely matches the state law definition of electric-assisted bicycle, under the understanding

that most likely, when the state laws changed, it would be something to this effect. This is very similar; the only difference is that bicycles are limited to a top speed of 20 miles an hour and scooters would be limited to 15 miles an hour.



One change we did make to reflect what I would say is kind of a growing concern about the potential safety aspects of these, is we made a change that would restrict the use of these to streets of 35 miles an hour or less, unless there is a bike path. That is consistent with most cities and states: California; Michigan; Oregon; Columbus, Ohio; Greensborough, North Carolina; that seems to be the trend to limit these to lower speeds on the streets.

Commissioner Philbrook asked, Patrick, that means like Leavenworth Road, it doesn't have a bike passage, it just has a share. **Mr. Waters** said correct. **Commissioner Philbrook** said a mark on that so they could not be on that—**Mr. Waters** said it would be as restricted, right. **Commissioner Philbrook** said just wanted to make sure that folks understood what we're talking about.

Chairman Bynum said I would only say, I think Leavenworth Road is 35. We can double check, but just in that specific street, I believe the speed limit is 35. **Commissioner Philbrook** said I'm glad you know. **Chairman Bynum** said I could be wrong, but that's what I think. **Mr. Waters** said if the Commission feels a different speed is necessary, we can change that. Also, I'll note this trial program is for one year. If we feel that that needs to be changed at the end of the first year, we can change that.

Commissioner Philbrook said my only comment would be that we allow bicycles to go up and down State Avenue, anywhere that a vehicle can go. I'm trying to figure out when motorized bicycles versus the razor sorts of thing, so I'm just asking. **Mr. Waters** said it's a good question. I think there is a feeling among a lot of people that these are just a little bit different in terms of how riders use these and how they interact with traffic. They're new. Not a

lot people have experience. Most people grew up on bicycles and have a lot of experience riding those. Until people really get a feel for how these interact in traffic, I would just say the trend is to limit this.

Again, if the data doesn't bare that out and we want to change it, move it up or down, we can always have that. This is just, like I said, the state of California, Oregon, Michigan and then several other cities that have instituted these scooters are going with the 35-mile limit. That's kind of what I felt was like the benchmark to use right now.

Commissioner Johnson asked what is the basic strategy that we have for rolling out these vehicles right now.



Mr. Waters said sure, and I'll just go to the last slide. Assuming if the ordinance is recommended for approval and wins approval at the full commission, we would enter into individual operating agreements with these companies. Those operating agreements would be for one year. They would address all the different issues about how the operators have to respond for illegally parked devices; how soon they would have to come out and move those.

We would have requirements that they put a certain portion of their fleet in low-income areas so that everyone in the city has access to these. There would be fees associated because we're allowing these to be parked in our right-of-way. There would be a data sharing component so we would know how our citizens are using these. We can really use that data to kind of determine where we might need bike lanes in the future.

Commissioner Johnson said we haven't determined if there is a specific—for instance, downtown seems to me to be the obvious place; but I like what we have with regards to the low-income areas because that would include a lot of areas in our town. Have we looked at it starting in downtown and spreading from there, or just overall it just depends on how the negotiations go?

Mr. Waters said I think for the most part, we would let the operators decide where they want their fleets to go. I certainly anticipate downtown would be one of the main ones and probably the KU Med Center area as well. Those would be two right off the bat. For the most part, I think the operators would probably determine that.

I'm requesting advancement to the February 14th meeting.

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. 2 – 1956...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.

Susan Alig, Assistant Counsel, said this is an ordinance that will allow the Unified Government to use another alternative delivery method for construction projects. Last year, we passed the Construction Manager at Risk Method. This method is similar; however it will allow us to select a design builder based on qualifications instead of price. This is a good method to use for very large and complexed construction projects like the Kaw Point Digester Project. It means that we'll be contracting with one team that will be doing the design build. We'd enter into a contract with them and then have them design. They would submit a gross maximum price amendment to the contract once the design is complete enough to price.

It's very similar to Construction Manager at Risk, which has been going well on some of our construction projects. The big difference is that it would be one contract with the design builder instead of two contracts with the designer and a builder.

Action: **Commissioner Markley 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. 3 – 186...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.

Susan Alig, Assistant Counsel, said we do have the engineer from BPU, Phillip Brown, here if you have detailed questions about the project. Just a bird's-eye view is that we're looking for a 25-foot temporary construction easement that would allow us to complete a water line project. The easement would go on the northside of the Schlitterbahn property. **Commissioner Bynum** said I didn't hear. **Ms. Alig** said the easement would go along the northside of the Schlitterbahn property.

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

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.

Chairman Bynum said this was the blue sheet that has the agreement with it.

Katie Devlin, Assistant Counsel, said this is a resolution that we're asking for authorization for Mr. Bach to enter into agreements to execute this automatic aid agreement.

Michael Callahan, Fire Chief, said this is going to codify some responses we already have and it's going to put it into a written agreement between Leavenworth County and Wyandotte County, or the KCK Fire Department. I don't know if you've all had a chance to look at the agreement. Basically, it gives us additional water supply availability in the northwest corner of the county where we're berruftd of water supply in some areas. Leavenworth County

can send us five tankers full of water. They have an excellent tanker shuttle program. Basically, we've entered into an agreement with them where they'll send us water.

Commissioner Kane said for one, I'm glad you reached out. Did you also reach out to the Beaumont or the folks in Basehor? However, I asked for the names of the chiefs, who I personally contacted and talked to both of them, who are excited about the agreement. They should be because it'll benefit them more than it will benefit us. The real issue is the exposure because this is a band aid on a very large problem.

When we bring outside people in, they won't be as familiar with the area as we are. It'll still leave a gap. In my mind, it's unacceptable. Now what I'd like to see and what I've asked for and have not gotten, is the actual contract. I want to take that contract, all or both from the Fairmount or whatever they are and the Lansing folks so I can take it to other chiefs so they can check it out. I don't have enough confidence in staff because they've drugged their feet on this multiple times, and this is a huge issue in my mind. It's bigger than the other two stations. It's important to know that those guys are really good at their job, but half of them are volunteers and half of them are paid.

If you're not a full-time fireman and you're coming into a strange area, you're not going to know the community like the rest of them. When I say that contract, that contract's important because I asked for the contract and didn't get it. I've asked for the names of the chiefs and didn't get it. The only thing I got was the addresses. I want to be able to take this to an outside group, because I know several chiefs, and say what do you think so I can come back and say this will work or this won't work, and here's why it will or why it won't.

Chairman Bynum said I have a question based on what you're saying. The agreement that's in the packet, there's more than this? **Commissioner Kane** said there would be a lot more detail than this. **Chairman Bynum** asked would you be willing—do you want to start here? Do you want to table until we get more of what you're asking for? **Commissioner Kane** said I'd like to have it tabled until we get the contract. You're working on one with the folks in Basehor, correct? **Chief Callahan** said yes. This is pretty much all of Leavenworth County involved in this, but its Fairmont and its Leavenworth County Fire District.

Commissioner Kane said the Lansing one, its complete. They have like five townships. You can go on their internet and you can see their meetings, which they talk about you coming

out there and how they like your involvement with them. I'm glad you did it. I want to be able to say, okay people in district five, here's the agreement that we have because I'm not sure it's going to be enough.

Part of this—the fix really is to put a new truck company out at 6's until they build the fire station. This is a band aid on a major issue out west. Before you got here, Chief, we had an outside group come in and say, we don't need one fire station, we need two out west. What I'm trying to do is we've already proved that we lack the coverage. I don't want something to happen to somebody that didn't have to happen because we didn't move—I say a new because somebody said I said move a company out there. A new truck company because we're going to have to pay for it once they build the fire station anyway. In my mind, this is a huge issue. Before we can move forward, we need more detail.

Chairman Bynum said what I'd like to hear from Counsel or Administration or Chief, is holding this for more information and more detail about what Commissioner Kane is asking for. What does that do? I realize it's a delay, but in the event that something was to occur while we get more information and more fact finding, I imagine we would respond as we would anyway. What does it do to the Fire Department? What does it do to Legal and Administration to hold/table until we bring back what Commissioner Kane is asking for? That's an open question.

Chief Callahan said functionally, it's not going to do anything. As I said, this is just codifying an operation methodology we're already employing. As a matter of fact, we had a tractor trailer on fire on K-7 today and Leavenworth sent two tankers. To delay it to look it over, I don't think it's going to cause any irreparable harm, from my perspective. I'm not going to answer for Legal. I'm going to let Legal answer. **Ms. Devlin** said it does not do anything.

Commissioner Kane said I'm not trying to stop the process. We know we need something. I want to be able to tell the people that what you came up with will work or won't work. When I talk to one of the chiefs, he said they stop at 123rd. When I talked to one of the other chiefs, he said they stop at 435. I want to know where they stop. **Chief Callahan** said just so you know, Commissioner, that's two different departments we're talking about who responded to two different areas.

As long as I've got everyone's rapped attention, we're also engaging in mutual/autoway talks with CFD District 2 in Prairie Village, as well as Shawnee, Edwardsville and Bonner

Springs. It's kind of an industry standard. As I said, there's no issue with taking some time to look it over.

Commissioner Kane said I'm going to go out and talk to the folks at both places. I want to get their input about, not just the chiefs, but the people that will be doing the work.

Chairman Bynum said, Commissioner, I just want to make sure staff knows what we are asking for before you leave tonight, frankly. If you are willing to make a motion to hold this—

Action: **Commissioner Kane said I'd like to hold this over until I can get the contract, have outside chiefs, because it'll take a chief to make that decision, so we can make sure whether this will or will not work.** That's my motion, although it really should be—we need to put a new truck out at 6's and we could still do this. If you put a truck out there now, that pretty well calms everything down. I don't know why we wouldn't put a truck out there now considering sooner or later we're going to have to do it. **Chairman Bynum** said okay. **Commissioner Kane** said that's why we had that sales tax. It's there for a reason; let's use it. **Commissioner Philbrook seconded the motion.**

Commissioner Philbrook said, Mike, I want to make sure I understand. It sounds like you're thinking that if we go ahead and give them permission to do what they've mentioned so far that we won't get the attention we need to do the other. Is that what I'm hearing? **Commissioner Kane** said that's exactly what it is. **Commissioner Philbrook** said I just wanted to make sure that we were being excruciatingly plain about this because if it's not going to hurt—**Commissioner Kane** said there's no doubt it's not going to hurt. **Commissioner Philbrook** said just hang on, Mike. If it's not going to stop the other folks from helping us out when we need it and bringing water in, are they doing that now or not? **Chief Callahan** said they're doing now if we call them. This would shorten the response time in terms of an automatic dispatch as opposed to us—**Commissioner Philbrook** said instead of having to get permission from the Chief. Is that what you're saying? **Chief Callahan** said exactly.

Commissioner Philbrook said I just want to understand. I want all the cards on the table when we talk about this. It may slow it down a little bit if we don't have the agreement yet, but

not a lot, hopefully. Okay, I understand, Mike. **Commissioner Kane** said if it doesn't work—we need to put the truck out there now. **Commissioner Philbrook** said I wasn't arguing with you about that. **Commissioner Kane** said I know and none of you are. You can't. We were showed that we're two stations short and we've got something that might work for a little while. The end result should be, we should have a new truck company out there. In fairness to the Chief, I want to send this to other chiefs. I've already talked to you some and say, you get it and I'll look at it. That's what I want to do.

Chairman Bynum said everybody's clear with what we're doing. We have a motion and a second and we're going to table it and bring it back.

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

Ms. Devlin said if I could just let the committee know, this is the entire agreement between the KCK Fire Department and Fire District 1. **Chairman Bynum** said this is the whole agreement. **Ms. Devlin** said yes. **Commissioner Kane** said you're going to have to be more specific for me. This is language you can massage and play with anyway you want. Chief, if you want to sit down, you and I sit down and talk about what your expectations are, I'm open to that too. **Chief Callahan** said that's fine; whenever you want. My door is literally always open. **Commissioner Kane** said I want all the heads thinking: we've got to make this better.

Item No. 5 – 1953...RESOLUTION: AGREEMENT WITH CITY OF BONNER SPRINGS

Synopsis: 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, submitted by Misty Brown, Deputy Chief Counsel. **Chairman Bynum** said we are asking this one to be fast tracked to our January 31st meeting.

Misty Brown, Deputy Chief Counsel, said this is a long-term agreement that we've had with Bonner Springs to provide emergency services and street maintenance in the unincorporated area of Loring. Last year we extended it for one year because there were some overarching issues we wished to negotiate with Bonner Springs, but both sides got busy. Now we're in the position

where we are extending it again for a year and getting a meeting on the calendar to address those issues.

One thing I will notice when I submitted this agreement to the Commission, is I did not put a CPI increase in since we're trying to get it quickly. Bonner has asked for that CPI increase. For a motion tonight, if you voted to pass it and get it fast tracked to the full commission, I would say that we would want to correct the street maintenance piece to \$109,370.37 for the year and emergency services for \$29,026.15, that's a, I think, 2.55% CPI increase.

Commissioner Johnson questioned the number piece. **Ms. Brown** said the street maintenance piece would be \$109,370.37 and the emergency services would be \$29,026.15. **Commissioner Johnson** said it's just different than what we have. **Ms. Brown** said right. I had repeated the numbers that were from 2018.

Action: **Commissioner Kane made a motion, seconded by Commissioner Markley, to approve and fast track to the January 31, 2019 full commission meeting.**
Roll call was taken and there were six "Ayes," Groneman, Philbrook, Markley, Kane, Johnson, Bynum.

Item No. 6 – 19556...RESOLUTION: AGREEMENT WITH KAW VALLEY DRAINAGE DISTRICT AND ARMY CORPS OF ENGINEERS

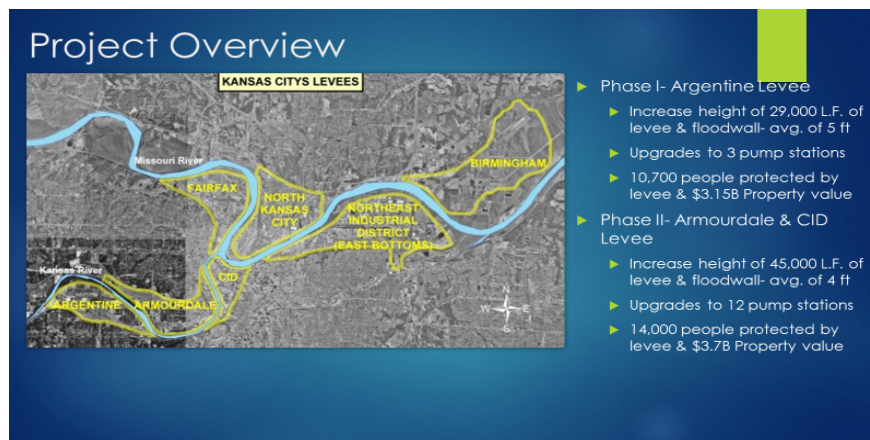
Synopsis: A resolution authorizing the Unified Government to enter into a Public Partnership Agreement with the Kaw Valley Drainage District and the Army Corps of Engineers to secure free federal funds, submitted by Misty Brown, Deputy Chief Counsel. This does not commit the UG to anything more than already budgeted. It is requested that this item be fast tracked to the January 31, 2019 full commission meeting.

Melissa Sieben, Assistant County Administrator, said tonight, I have with me Sarah White, who you'll recognize with the Unified Government. To her left is Warren McCamish. He is the attorney with Kaw Valley Drainage District, and he is in his last few weeks with us on this project as he is heading off to much more fun places called retirement. To my right is Scott Mensing. He's with the U.S. Army Corps of Engineers, the district that is over our projects. He

will be working with us a lot in the months coming forward and has been working with us on Turkey Creek, just to give you an example.

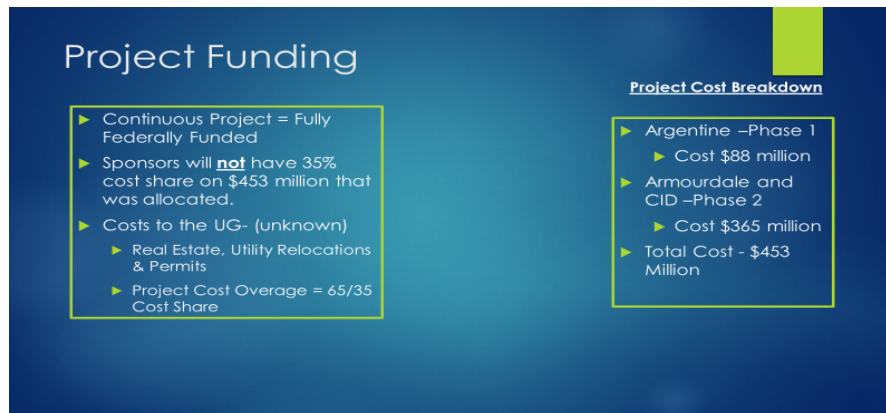


Tonight, with our partners that are sitting here in the room, Sarah's going to give you an update and I'm going to chime in on sort of where we've been since we came to you during the budget process last summer. There's been a lot of things happening on this project. Some very exciting things actually happened last Thursday. I'm going to go ahead and let Sarah start and I'll jump in.



Sarah White, Project Engineer/Public Works, said just a quick project overview. We're talking about three different levee systems. We'll refer to the Argentine Levee one as Phase 1. That one is located in the Argentine area. In that, just a brief kind of overview of what we're planning to do for this project, is 29,000 linear feet of levee and floodwall will be raised an average of 5 ft. There'll be an upgrade to three different pump stations. With that, the area behind the levee serves almost 11,000 people with \$3.15B property value.

For Phase 2, which is Armourdale and CID levee, that's right here and crosses over into Missouri. This one will be increasing the height an average of about 4 ft. for 45,000 linear feet of levee and floodwall. There will be an upgrade to 12 different pump stations. In this area, an average of about 14,000 people will be protected with \$3.7B of property value. Needless to say, this is a very large project that we're going to be involved in. It will bring a lot of value to our community as well as KCMO.



Just a quick—Melissa is going to kind of talk about some of the project funding, but just the background of it. It was declared through a bill that this would be a fully funded project, but at the time, we only thought that would be Phase 1 and that Phase 2 would be a cost-shared project. That cost share would be 35% of the total project cost, divided between the three sponsors: Kaw Valley, UG and KCMO. With the tremendous efforts that Melissa, Jeff, MO-Ark, and some other people did, we got really good news last week.

Ms. Sieben said over the last six to eight months, Scott and his crew know that the Unified Government, along with our partners in the area of Mo-Ark and the City of Kansas City, Missouri, have continually pushed the issue of why they split up what is a contiguous levee system along the Kansas River in the two projects. Originally, when this was submitted about 13 some years ago, according to Warren, this was submitted as one project. Due to federal issues with funding, in order to get started on the work, they split it into two projects. Ever since then, this region has been fighting to get it back into one because you can't do one part without the other.

The beauty of it this summer was it came out that it was fully funded; however, we found out actually what they're calling Phase 2, which is the Armourdale CID portion, was actually

federal cost-share, which is how we do all of our other projects with the Corps. That was not financially feasible for us or Kaw Valley. We knew if we didn't get these put back together, there was also no purpose in moving forward because you couldn't do one part without significantly harming the other in a flood event.

Needless to say, last Thursday afternoon, I've never bolted out of my chair and ran so happily with so much glee as I was able to go tell Dough Bach that this project received its combining back together after a number of years of fighting, and that the federal funds are now fully funded across the book.

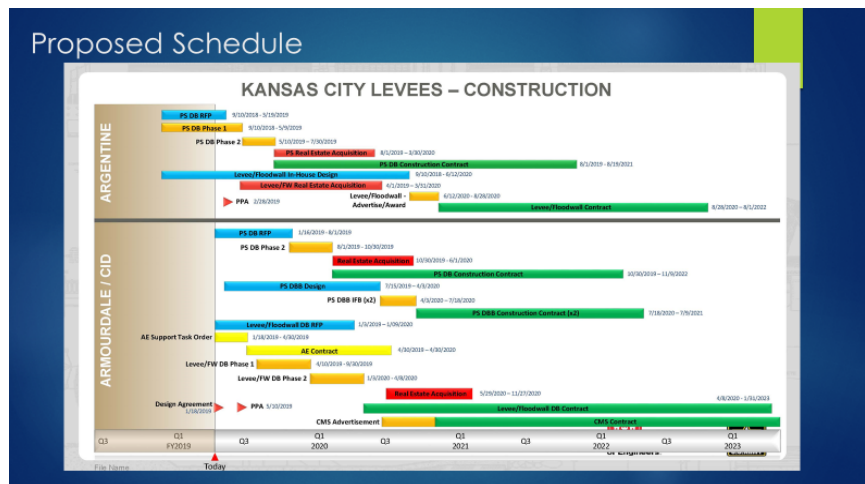
Our cost share is significantly reduced, and Sarah's going to explain that. We do have some costs we will incur. They are typical things we always have to pay for in Corps projects, but the money we would have to come up with for the construction side of things is significantly reduced with this \$453M.

Ms. White said part of the cost the UG will still have is for real estate, utility relocations, and permits. The majority of those will be reimbursed by the Corps; however, anything that's on a public parcel, a UG parcel or a KDOT parcel, will not be reimbursed. Those are numbers right now that we do not know what that cost is going to be because we need the survey work to be completed.

The other cost that could come up for the UG would be if the total project cost has an overage. These costs were put together, Phase 1 was put together back in, I believe, 2005 or 2006. Phase 2 was 2015. Some of these costs might go up, but we do have protection because it would require the Corps to go and ask for more money. At that time, we could say yes or no if we are able to get to that stage.

Ms. Sieben said what happens there is that it has to go through a series of hoops at the federal level to receive additional authorization for expanded budget, so it would take some time. Ideally, our goal, Scott, isn't it, to get this done within the amount of dollars that are allocated for the project? It's very hard for them, as well, to start something and not be able to finish it. They're doing a lot of value engineering at this point, and we're working with them on ways that we see to help keep the costs down and get the flood protection where we want it.

Ms. White said this is just an update. This was the budgeted cost over here. We're getting a \$453M project that is fully federal funded. It's very exciting. **Chairman Bynum** said it's truly amazing.



Ms. White said this is just a snapshot of the proposed schedule. We are basically right here. Things have already gotten started. This is part of a larger amount of money. You really have to have something started digging in the ground to be guaranteed this money. That's why this is very aggressive schedule. The Corps will be doing design build for the pump stations for the two phases. For the Armourdale CID, they're planning on doing a design build contract for the levee, with an anticipated completion of 2023. It is a very fast-moving project. The UG will be highly involved with getting a lot of the utility relocations and real estate that we need to get for this project.

Progress Update & Next Steps

- ▶ Design Agreements for Phase I (Argentine) and Phase II (Armourdale/CID) signed by KVDD & KCMO. UG will be added.
- ▶ Working on design details for RFI for Argentine Pump Stations
- ▶ Detailed Survey Underway- (entire project)
- ▶ NEXT STEPS:
 - ▶ Argentine Project Partnership Agreement (PPA)- UG & KVDD to sign
 - ▶ Armourdale/CID- either amended Phase I PPA or separate Phase II PPA (COE working on decision)
 - ▶ Interlocal Agreement between UG, KVDD, & KCMO- includes items such as cost share, Operations & Maintenance, long term costs, etc.

Here's just a quick update of what's already happened. We have designed agreements going for Phase and Phase 2. Those were signed by Kaw Valley and KCMO. The UG will be added as the

signature to this. The Corps is getting ready to put out an RFI for the design build for the Argentine pump stations. We're working through all of those design perimeters to make sure the pumps we're getting are what we want in the UG. There's the detailed survey underway for the entire project. That's going to really give us those costs that we might have with the real estate.

The next step in why we're here tonight is there is the Argentine project partnership agreement and that is what we're asking for approval to have signed. This will be signed by the Unified Government and has already been signed by Kaw Valley. That's an agreement with the Corps of Engineers.

Ms. Sieben said KCMO is not part of this one. We're still working through some sort of how this is going to progress since the funding mechanism has changed to cover the whole project instead of just fully on that Argentine unit. Scott's in communication with folks up his ladder, is my understanding, on sort of what we'll be doing. We may come back, as Sarah notes here, with an amendment to the contract or a different version, and the other one will go and this new one will follow along.

The key here is that this money was passed as an emergency kind of disaster supplemental funding. That is the funding the President is currently looking at to help with his project that shut down the government. We really want to get this moving and do what he's looking for which, with this bill, was to actually turn dirt, which is what the Corps is constantly telling us, we need to turn dirt. That's why we're here tonight. We could have pulled this back and waited to see if they were going to come on, but we want to commit to this, get this guaranteed for our community, and for our region to have these levees secured.

Ms. White said the only other thing is that we'll also be coming back. We're going to be putting together an interlocal agreement between the three local sponsors, which would be: Kaw Valley, KCMO, and UG. This would be how we're going to split up some of those additional costs, operation and maintenance, and things that go along with that.

Ms. Sieben said just to remind the Commission, I don't know if you remember about a year and one-half or maybe two years ago, the City of Kansas City, Missouri, passed a sweeping bond issue ballot question. Part of that money was allocated to flood protection. They've been waiting to spend this money on us getting things moving on this. Nobody anticipated this happening where the federal dollars would flow, so they're ready to invest. Kaw Valley and the UG have started to have some pretty good conversations. We've been splitting things up as we've gone so far. I think we're going to have a really nice working relationship. I think at the

end of the day, Kaw Valley is going to benefit by getting some financial help that they haven't had from the City of Kansas City, Missouri, for maintenance ongoing.

Chairman Bynum said excellent. All I can say is kudos to everyone who's been working on this project; everyone here on your team and just in general. We've got a strike while the iron's hot. I don't know if that's quite the phrase, but we've got to act.

Action: **Commissioner Philbrook made a motion to approve.**

BPU Board Member Groneman said we're talking about utility relocation. Do you want to expand on that a little bit? It shows as UG cost, which I assume will be passed on. **Ms. White** said it depends on what type of utility. The survey will show what utilities are out there, and we'll be working with those utilities on the relocation. **BPU Board Member Groneman** asked you don't know what utilities are there. **Ms. White** said not at this time. We have a good idea that there are some large transmission lines. Also, fiber and telecom that usually run parallel to the railroad. We'll be in that area between the levee and the railroad. Part of what the value engineering is going to be looking at is if it makes sense to build up instead of the levee going out, we might be able to avoid some utility relocations.

BPU Board Member Groneman said my concern is with the BPU and our budget. These are federal dollars in this that's going to take care of this utility? It says the cost to the UG. We've seen in the past what it cost to the UG, they pass it on to the utilities. **Ms. Sieben** said understand **BPU Board Member Groneman** asked has our own people been involved in this and talked to. Do they have any idea that there's going to be some impact? **Ms. Sieben** said the answer is, I'm not sure what Engineering has conveyed over. Right now, we're trying to figure out what's in there. We don't have the detailed plans of what you have in that area. We're working on identifying all of it. That's not something that's shared between the Unified Government and BPU. We only know what we actually have there, and we're now working with the Corps to identify who else is in there. Until we know, we don't have an answer. We should have that back in April, is that what we're looking at, March or April, and then we'll be sitting down. Ideally, we have to pay to relocate things. I don't know what that means.

If they're in the private right-of-way, we have to pay to move them. If they're in the public right-of-way and they're like a telecom, we have agreements where they have to move

themselves just like you do. I'm assuming we're going have to work with you on anything that we run into that's yours that we're not able to engineer around. **BPU Board Member Groneman** said but you don't know whether they've had conversation. **Ms. Sieben** asked, Sarah, have you talked to anyone. **Ms. White** said no. We haven't started because we just have a broad—since design hasn't started, we just have a broad survey footprint right now that we're working in.

BPU Board Member Groneman asked what's the timeframe. **Ms. White** said we'll find out that exact information in March, and then we'll be meeting with all the utilities to start that coordination. **Ms. Sieben** said we're flying with this as fast as you're flying with it. We're trying to catch up and understand. **BPU Board Member Groneman** said this is the first we've heard. **Ms. Sieben** said understood, but we literally don't know what's in there. We're literally trying to get that information and have a good understanding. I think Warren could tell you the number of challenges that Kaw Valley runs into with that on a regular basis with projects. **Commissioner Kane** said when you get the information, just come back and tell us what it is. **Ms. Sieben** said absolutely; no problem.

Action: **Commissioner Kane made a motion, seconded by Commissioner Philbrook, to approve and fast track to the January 31, 2019 full commission meeting.** Roll call was taken and there were six "Ayes," Groneman, Philbrook, Markley, Kane, Johnson, Bynum.

Item No. 7 – 1951... UPDATE: WASTE MANAGEMENT

Synopsis: Regularly scheduled updates to the Public Works and Safety Standing Committee regarding the work of Waste Management and Public Works staffs are doing, submitted by Jeff Fisher, Executive Director of Public Works.

Mike Tobin, Deputy Director of Public Works, said first off, before I get started, there's a correction to Item #7. Jeff Fisher is the Executive Director of Public Works, not General Services, so we can note that for the record.

As you know, we've been involved for a long time in ongoing discussions with our trash contractor in regard to service issues. Their staff and our staff have been meeting on a weekly basis. One of the key outcomes of those discussions has been that a big remedy to the problem

could be refiguring the routes. This new configuration of the routes would shift the days of the week for some of the customers. An issue that is near and dear to everybody is exactly when their trash gets picked up. If we can get their trash picked up more effectively, it should be worth the trouble.

We've also, at the same time, we have come back to the contractor with some data in terms of the household and the household count that we feel is, I don't want to say more accurate than the BPU data because I don't want to get into that discussion, it's just this is data that's based on our sources and not nobody else's, and it should make it easier going forward. Part of that will be covered in the issue on the agenda item when Misty discusses the amendment part.

We're hoping, also, that the new route configurations will move this whole thing in a positive direction. It's been going the wrong way for quite a while. We want this to be a big part of correcting it.

In addition to that, one of the things that staff has come up with between Jeff, Melissa, other staff members and me, is you've heard a lot of conversation from us and we've told you a lot of things going forward. What we would like to do, also, is bring in a consultant to look at what other communities are doing, not just in this region, but outside of this region and to benchmark us against them so we have some sort of idea that we are moving in the right direction, and that our contract and contractor are as solid as we think they are.

Melissa Sieben, Assistant County Administrator, said just going to say that we will have a very big PR campaign on the route changes. I've already seen the map and I've seen what it leads out with just today. I believe we've got a pretty comprehensive set up on how we're going to do that so, hopefully, we'll be able to share that with you here well in advance. In the next week or so we can get that information out to you guys to see what we're going to put out, get any feedback. If there's things that you think that we should do in addition to, but Dave Reno and Edwin Birch and Phil Gang are going to be very busy working with Waste Management who is going to be doing actual work as well on this, not just us to make sure people know the changes.

We are looking at hiring a consultant, as Mike indicated, because we do believe we need to kind of look at ourselves, Solid Waste Management Plan, work globally, which we are charged to do by the state as a county government. If you have any questions on that, I'm not going to try to answer that, I'm going to let Jeff hand that one.

Jeff Fisher, Executive Director of Public Works, said I was just going to add the public messaging, the direct mailers to those affected, it'll be over the next three to four weeks, but implementation would start in the third or fourth week in February. **Chairman Bynum** asked implementation of our new route. **Mr. Fisher** said yes, that's when the routes will change. **Ms. Sieben** said February 25th. **Chairman Bynum** said so we're going to blitz with PR for three weeks and then start. **Mr. Fisher** said yes.

Chairman Bynum said couple questions on the consultant. Do you have a notion of the cost and whether that's in your current budget? Can we handle that financially is the question? Second question is, what kind of timeframe would you look at for a consultant to give you a benchmark report or give us a benchmark report? I understand and appreciate what you're saying because I think that we, as we've been trying to be hands on with this issue for all this time, have asked you for a lot of information and questions just like that, that we know is just adding more to your work. I'm not at all opposed to what you bring forward. I'm just curious if you know the cost, is it within a budget that's contained currently and a timeframe for producing that?

Mr. Tobin said yes, it is contained within our budgets for solid waste. **Chairman Bynum** asked and a timeframe. **Mr. Tobin** said the cost is not excessive. I don't know the exact amount. It would be less than six figures, I can tell you that for sure. Also, in regard to timeframe, this is something we would hope would be out in 90 to 120 days. **Chairman Bynum** said okay, thank you, that's great. **Mr. Tobin** said one of the reasons why we are bringing this to you right now is, we would like to have that benchmark information back before the budget. **Chairman Bynum** said right.

Commissioner Kane said I think they ought to do their job, that would be a novelty. What's this do to this trial thing that we were going to do? **Chairman Bynum** said I believe that's entirely on hold and not on the table at this time, that's my understanding. **Commissioner Kane** said my last question is, why would we pay the full load since they're the ones not performing the function. I think we should split the cost. **Chairman Bynum** said worth looking into, if we don't mind. **Mr. Tobin** said we are not proceeding with the trial. That's completely on hold.

Ms. Sieben said the cost-sharing, just to kind of explain to you, we have our duty as a county to do our Solid Waste Management Plan, so we're looking at this as part of that, not because of necessarily the Waste Management service issues. The service issues, we're trying to address through route changes and through the next item which is some amendments to the contract that are going to help us be able to implement fines and penalties easier. We're really looking at sort of service into the future with what we're getting from a consultant and making sure we can put that together in a package that you guys can look at and digest. I think that's the importance and then I also believe it includes some focus group or other surveying work with it to get some deeper community feedback than we did through our resident survey.

Commissioner Philbrook said yes, Commissioner Bynum, I agree that we should have an outside entity come in and look at our community because one size does not fit all in our community. We are varied and need different approaches for different areas. I think we've finally come to that realization. It's been glaring at us right in the face where Commissioner Kane's area, they can handle things totally different than they can downtown, Strawberry Hill, up north. I mean there's a whole lot of different things that they have to look at, so I definitely appreciate that look at it.

Before we even get into the contract I'm going to say, that yes, we need to negotiate with them on a contract, but I think that I will not be saying anything out of school by saying that we need to hold their feet to the fire. They need to fulfill their contract and, yes, they also need to be penalized for not fulfilling their contract. I do not believe we should go into a new contract because I think that could be a problem. I think working on what we have and possibly modifying, yes, but not starting a new contract because I think that would hurt us big time as far as money is concerned. I appreciate you moving forward and changing the areas of it for right now. I know that that was really majorly changed dealing with Mikes area, being one area and my area being in south containing and that's really great that they have changed that and it makes it much more efficient. I look forward to seeing that change and see what happens. Say again your timeline on this, how you want to bring all of this about? **Mr. Tobin** said we are thinking the consultants should be finished in 90 to 120 days. **Commissioner Philbrook** said so you should be back with us in April with that or the end March. **Mr. Tobin** said before the budget. **Commissioner Philbrook** said well that's nice, before the budget, toward the end, thank you very much.

Commissioner Johnson said this is my gut feeling on this thing and I'm not all for hiring consultants, but either the consultants are going to tell us that we're doing a great job or that they're doing a great job. My comments are not directed towards any of you at the microphone. They're either going to tell you that the company is doing a great job or not. We already know if they say that they are and we don't agree with that by the response that we get from our constituency, what happens? Are we going to go back to our neighborhoods and say well the consultant said that they're doing a great job? If they're not doing a great job, the consultants say well here some other areas that you can improve. It seems like those are the kinds of things that could be negotiated. What I mean by negotiated, if company A is not doing a good job, maybe company B would do a better job. I know things cost money, but when you said it's going to cost less than six figures, that kind of jumped at me. That could be \$90,000, \$95,000 or it could be \$10,000 or it could be \$5,000, I mean \$10,000 to \$99,000. Help me get some comfort with that. Do we really need a consultant to tell us what we need to do with this I guess, help me with that?

Mr. Fisher said the cost is less than \$50,000, I believe, and I think it brings objectivity to the situation. It's a tense situation between the UG and the contractor, we've been working very closely, we're trying to figure things out. The rerouting we believe is going to help in some degree. I think what they will be able to do is help us evaluate what we're doing well and what we're not doing well. Also, one of the things we should be considering going forward, and those things are probably going to sound and look a little bit like what we've already talked about through the pilot proposal, but it's a third party that's experts in the industry and not our vendor telling us how we should do these things, third party expert right. It's less than 50 grand.

Commissioner Johnson said I feel better.

Mr. Fisher said when I got this, I saw that Johnson County did an update to their Master Plan. I don't believe the UG's done that for quite a while, probably a couple of decades and we just felt like it was time to go ahead and do that.

Commissioner Kane said if the outside guys, experts, tell us they're doing a good job, we ought not pay them because we know they're not doing a good job. **Mr. Fisher** said we're not looking to evaluate how good they are doing.

Chairman Bynum said I understood you to say, we're benchmarking, we're looking at what our neighboring communities are doing. Those are thing that I've been curious about for quite some time and, I will tell you, on this windy morning that's apparently just getting windier by the

moment, I did not drag my mother's brimming recycling bin to the curb because when it's not windy she worries about that trash ending up all over her neighborhood. This cold windy Monday morning was a day that I was wistfully dreaming about a covered recycling bin, just so you know. I think there's a lot that we can learn by engaging a consultant to come in and show us what's working in other communities and I support it.

Action: **For information only.**

Item No. 8 – 1958... 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.

Chairman Bynum said if I'm not mistaken, Misty, it's an amendment. This is not a new contract with Waste Management.

Misty Brown, Deputy Chief Counsel, said that's correct commissioner, no new contract with Waste Management. This resolution dovetails to the conversation that we just had. Everyone has heard the issues and so it's time to look at the contract document and see what we can do to legally wrap our framework around improving the service. One of the issues that Waste Management had in front of them was talking about how we calculate the house count and how that affects their ability to do the service. Mike had mentioned that we're coming up with a new way of doing the house count, but in turn with that, what we need is to strengthen our penalty section. For a number of years this was not an issue, but it is an issue now. Looking at that, that section needed to be updated to be more efficient, to have a stronger teeth in the contract, to get penalties for missed pickups. Along with that, with the way a miss pickup is communicated, we now have the 311 system, the data's robust that's coming in.

I can go into the details of how those missed pickups were reported and when the penalty comes in, but this is supposed to be a cleaner way so that if we're proposing language that if a house had their trash missed that day, they would call it in to 311. Both sides know about that

miss. If it's not picked up that day, then the penalties start instead of all these complicated formulas of when we get a penalty. Then there were some other housekeeping matters about Bonner Springs, you know they're being picked up, but they weren't included in the contract, so correcting some things like that.

This resolution would authorize the Administrator to enter into negotiations to come up and we have not formalized the language with Waste Management but attempt to get this amendment in place that gives us more teeth; more accountability. Gives them the house count information that we can replicate on a regular fashion each year before the budget cycle. If we can come to an agreement, this resolution would allow this amendment to go into place.

Commissioner Kane said I think that we should increase the penalty. Maybe they're not hurting enough yet. If we increase the penalty, then maybe they'll pay attention a little more than the way they're doing it now, just a thought.

Melissa Sieben, Assistant County Administrator, said I just wanted to explain a little bit about what we're looking at on the house count. We had been looking at BPU data, but the problem is, is their shut offs make it really hard to discern what's actually going on. We went back to appraiser's type data which is more consistent. Just so you understand it wasn't that there was an error with the BPU data, it was just how we were just trying to use it. It wasn't the best type of data to use. That's what we're looking at is something that's more consistent year over year and we can validate its accuracy quickly.

Commissioner Philbrook said to me it sounds like basically what we're doing is giving our County Administrator the opportunity to be more flexible in how he negotiates with this particular entity and so it gives him more power to put the pressure on them. Is that what I'm hearing? **Ms. Brown** said yes, that's a good way in characterizing it. This contract is one that's approved by the governing body. You can change it to some extent if it's anticipated in the contract like it's anticipated the house count could change from year to year, but to change sections like how we do business, that's going to take some Commission action. This resolution is to authorize him to do that and try to make these changes.

Action: Commissioner Markley 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. 9 – 1955... 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.

John Kelly, Director of Buildings & Logistics, said we have Kile here with Arch/Images. We’re going to just kind of go through some updates. We’ve been here several times kind of showing you guys pictures and such. We’re to the point that hopefully in the next few weeks we’re going to be there on the site getting the site work ready so we’re just going to kind of walk through for you some of the steps.



Kile Morrison, Arch/Images, said so it’s a reminder the project is just south of Leavenworth Rd. on the east side of Hutton Rd. It’s not right on the intersection. I think there’s been a little bit of confusion about that, it’s about 500 feet south of Leavenworth Rd.



The site plan is the same one that you've seen here before. Bids for rough grading were received on December 20th and here in the contracting is expecting to start rough grading during the first two weeks of February, depending a little bit on the weather. Also, pending on receipt of permits from KDHE and the Unified Government, both of which are imminently coming here real soon.

Unified Government staff is working on getting a date set for a groundbreaking ceremony, sometime soon.



Again, this is the floor plan that you have seen before. It's moving forward and unchanged. I can walk you through any of the plans if you want. We completed the planning and development

January 28, 2019

review process at the January 14, Planning Commission Meeting. We're planning to issue bid documents for the rest of the project by February 8th. This will include the balance of the work, everything else that was not included in the rough grading package. We are then expecting to receive bids and start construction in March. We are still expecting completion of the project by the end of the year, pending weather and the normal kinds of things, but if we have a normal year, then we think it'll be finished by the end of the year.



Commissioner Kane said since Mr. Kelly has taken this project over, its got legs. I get weekly updated from him. I appreciate his work. In fact, when he leaves you a message it's about a four-minute message because he misses you. That's what I wanted all along. So, I appreciate what you're doing and I have pushed the groundbreaking back so it will be a little warmer. **Chairman Bynum** asked how much warmer. **Commissioner Kane** said I'd push it back to March if you want too. **Chairman Bynum** said okay. **Commissioner Kane** said there was an email out today, I don't want that groundbreaking ceremony during the day. I want it like in the evening or a Saturday because it's that important to the community.

Chairman Bynum said we are excited about the new fire station, so thank you all.

Mr. Kelly said we're excited. We know this is a very important project for the western community, so we're excited about getting it done, it's a good thing, so we appreciate it.

Action: For information only.

Item No. 10 – 1952... 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.

Lideana Laboy, Traffic Engineer, said joining me today is our consultant by BikeWalkKC, to my right is Maggie Green is the Director of Programs of BikeWalkKC, and to my left is Areiona King the Safe Routes to School Coordinator for the BikeWalkKC in Wyandotte County. She is also a Wyandotte County resident and a former AmeriCorps VISTA employee from the Health Department. I'm going to pass it on to Maggie to present and give us an update on our program and then I will conclude at the end.

Maggie Green, Director of Programs BikeWalkKC, said we're excited to share with you this evening an informative presentation about the Wyandotte County Safe Routes to School Program. This is what we'll be walking through this evening.

Presentation Outline



1. The 6 E's of SRTS
2. WYCO is Leading the Way
3. Our Approach
4. Accomplishments
5. Alignment with UG Priorities
6. What's next for SRTS



William Allen White Elem., Fall 2018

Just an update about our progress over the last several years and how the program aligns with Unified Government strategic priorities and kind of talk through our next steps for the year with the program.

January 28, 2019

We hope that you enjoy the photos throughout the presentation. These are actual photos from different schools around the county. So, we have captions with different programs from around the county.

The 6 E's of SRTS



A national movement defined by the 6 E's approach, aimed at making communities and schools safer, healthier, and more active.

1. Encouragement
 - Walking School Bus
2. Education
 - Pedestrian Safety Program
3. Engineering
 - Infrastructure
4. Enforcement
 - Traffic Regulations
 - Partnerships with KCKPD, Animal Control
5. Evaluation
 - Traffic observations
 - Data collection
6. Equity



Eugene Ware Elem., Fall 2018

What is Safe Routes to School? It's a national movement that in the simplest explanation, aims at getting more kids to bike and walk to school, so the movement emphasizes health, safety and built environment around the schools. It promotes what's called the 6 E's approach. The whole idea behind the 6 E's is that you really need a multifaceted and systematic approach in order to make change in our communities and lasting impact. Communities all around the country are doing Safe Routes to School Programming and here in Wyandotte County the program also deploys a comprehensive 60's approach.

One, we do encouragement activities like walking school buses, which I'll explain what that is in a second. We also do educational programming like the Pedestrian Safety Program. We do engineering practices through infrastructure like sidewalks. We partner with other departments like law enforcement and animal control. We are continually evaluating our progress. We're also ensuring that we're delivering our programming in an equitable way to every school and student throughout the county.

WYCO is Leading the Way



□ The UG began the SRTS program in 2007

- Began with school needs assessments
- 2010-2012: 1st SRTS sidewalk construction
- 2013: BikeWalkKC became consultant

□ Collaborative effort

- UG Public Works
- WYCO Health Department
- School Districts
- USD 500 & USD 202



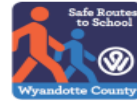
Parker Elem., Spring 2017

Nearly 12 years of programming!

What you might not know, this is really exciting, is that Wyandotte County is actually setting precedent around the region for continual support of the Safe Routes to School Program. No other municipality is doing that in the region, which is really exciting. Wyandotte County truly is leading the way for Safe Routes to Schools for now nearly 12 years.

Efforts started in 2007 with the need's assessment, public involvement initial programming and a couple years later the first sidewalks were constructed. In 2013 BikeWalkKC joined the Unified Government Public Works and Health Department to start building a more robust menu of programs and encouragement activities. We finally were approached over the last couple of years which is eventually what the program you see today. Of course, we rely on many other partners with neighborhood groups, schools, community organizations, church leaders to aid in our efforts with Safe Routes to School.

Goals



- ❑ Our short term goal is to partner with each school in the USD 500 and 202 school districts to organize a weekly or daily walking school bus program.

Additionally we aim to:

- ❑ Encourage active & healthy lifestyles
- ❑ Increase safe walking behavior
- ❑ Provide a safe environment to walk to/from school
- ❑ Encourage community involvement in Safe Routes to School
- ❑ **Longer Term:** Improve traffic congestion/ air pollution around schools



Parker Elem., Spring 2017

All of our work over the last couple of years has kind of lead to this big goal at the top which is really to just partner with every school in USD 500 and 202 to organize a weekly walking school bus. Walking school buses is essentially a group student walking together to or from school with the supervision of an adult which we call a champion.

Through the Wyandotte County Safe Routes to School Program, we hope to increase the practice of walking and biking to school by creating safer routes to schools within the county and using available funding to help improve the infrastructure like sidewalks around school neighborhoods.

Our Approach



- ❑ Outreach & Engagement
- ❑ Arrival/dismissal observations
- ❑ Walking School Bus
- ❑ Pedestrian & Bicycle Safety Education
- ❑ Infrastructure Improvements

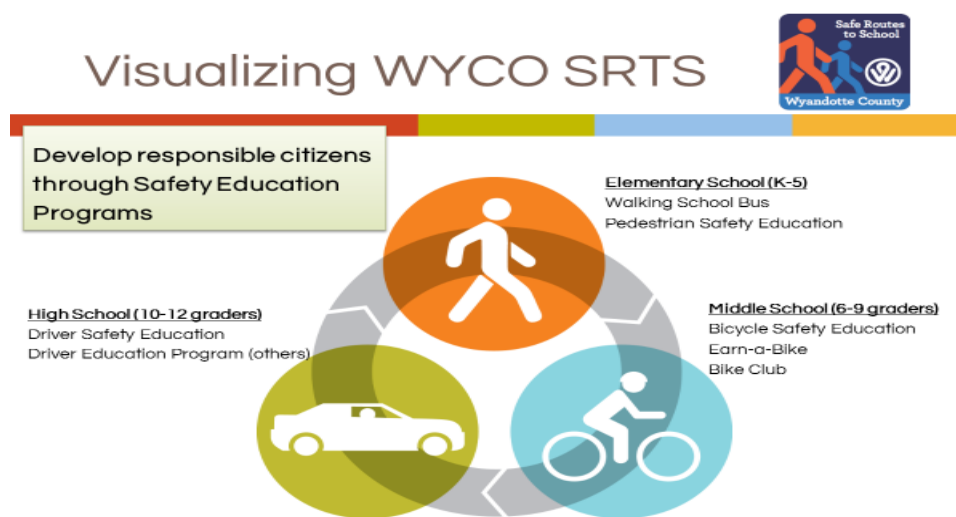


Midland Trail, USD 202

How do we do this? Our approach starts with initial outreach. We reach out to the principals at various schools, sometimes along with the nurse or PE teacher, someone who might be interested

in this type of programming. We try to set up arrival and dismissal observation. We're out with our clipboards and our vests and we're looking at what's happening, arriving to school and leaving school. Looking at the traffic patterns, noticing where students are walking and that helps us inform what route we might choose for the walking school bus.

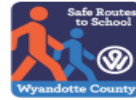
We also offer pedestrian and bicycle safety education because we know that a foundation of safety knowledge is important for our kids. This kind of culminates, which is really exciting with the infrastructure improvements, which is everybody's favorite thing, brand new sidewalks. The infrastructure goes along really well with the programming and they kind of go hand in hand.



We came up with this graphic to sort of visualize the wholistic approach of Safe Routes to School and how it relates not just to one school at one moment in time, but there's this sort of bigger picture here of active living and creating safer road users. We call this the circle of life for the Safe Routes to School.

We feel that ultimately by providing bicycle and pedestrians safety programs in schools and encouragement programs like walking school buses, we're not only imparting lifelong skills for our students, but we're creating young individuals who are becoming safer drivers, more engaged citizens in their community and overall healthier.

Accomplishments



Programming:

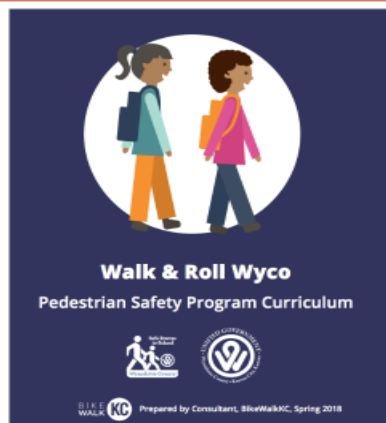
- ❑ 20 schools engaged in some phase of the program
- ❑ 8 active walking programs
- ❑ Over 200 students participated in the pedestrian safety program pilot in fall 2018
- ❑ Increased partnerships and community awareness of program
- ❑ Developed a brand, logo, and marketing materials to promote the program
- ❑ Continue to leverage other SRTS programs in KCK schools

Infrastructure:

- ❑ Leveraged over \$10 million in additional funding
- ❑ By 2022, we will have constructed 10 miles of sidewalk around schools

We have accomplished a lot over the last few years and we have a lot to be proud of. The program has grown on really all fronts with active walking programs. We've embedded safety education in a lot of the schools and we have brand new infrastructure all around the county. We established a program identity, pretty much from not very much. We established a brand, we garnered recognition for this program across the county, we leveraged federal funding, we've leveraged partnerships and other programs to create a flagship Safe Routes to School Program in Wyandotte County.

Pedestrian Safety Program



- ❑ Problem: lack of formal pedestrian safety training for young students and unsafe pedestrian behavior
- ❑ Solution: develop and implement a standardized, in-school pedestrian safety curriculum
- ❑ Pilot hosted in fall 2018 with over 200 2nd & 3rd grade scholars at New Chelsea Elementary
- ❑ Cone courses in the gym modeled possible street encounters, then students went outdoors to apply their new skills in the real built environment
- ❑ Skills included learning how to use crosswalks, best walking practices, & sign recognition

Along the way, we recognized there was a need to include more safety education. We didn't always include the safety education component. We were encouraging students to walk to school

but there was a lack of this sort of standardized pedestrian safety training. We partnered last year with the Public Works Department to develop and deploy a pedestrian safety program that we call Walk and Roll Wyco.

Essentially, it's a one-on-one collaboration with the schools, to integrate pedestrian safety lessons and built environment practice. We piloted the program last fall at new Chelsea Elementary with 200 second and third grade students, they loved it. Three to four schools are on track to participate in the program this spring.

Alignment with UG Priorities



The effects of the Safe Routes to School Program extend far beyond the school walls:

- ☐ Impacting safety in the neighborhoods
- ☐ Bringing community members together
- ☐ Fostering healthy behavior
- ☐ Improving connectivity in our neighborhoods
- ☐ Prioritizing infrastructure investment and neighborhood improvement efforts



The effects of Safe Routes to School extend far beyond the school walls. In this way Safe Routes to School lines with five out of the six Unified Government strategic priorities. We are impacting safety in the neighborhoods by passing along safety knowledge through our programs. Also, with walking school buses we're getting more eyes out on the street which makes our neighborhoods safer.

We're bringing community members together by having older residents and parents interact with younger students when there on their walking school buses. We're fostering health and behavior by encouraging physical activity throughout the day. We're improving connectivity by creating routes and prioritizing infrastructure improvements along those routes.

Connecting the Dots



Safe Routes to School is a key liaison between schools, community, and the city. The combination of resources allows a multitude of school concerns to be addressed and resolved promptly.

- SOAR
- Mowing efforts
- Walk WYCO
- Historic Northeast Master Plan
- Street Department
- Sidewalk demand analysis
- Sidewalk & Trails Master Plan
- Healthy Communities Wyandotte
- KCK Greenway Urban Trail System



Francis Willard Elem., Fall 2016

One of the exciting things that we've discovered is that the effects of Safe Routes to School are starting to coordinate in a line with other initiatives of the Unified Government. This is all for the betterment of not just the school, but the neighborhood and the greater community which is really exciting. Safe Routes to School has the ability to rehabilitate and engage the entire community starting at the schools and moving outward into our neighborhoods. These are just a few of the plans and activities that Safe Routes to School has plugged into over the last couple of years.

Moving Forward



Caruthers Elementary, 2017



New Chelsea Elem., 2018



Emerson Elementary, 2018

1. Initiate school district discussions to integrate SRTS program and develop SRTS policy

2. Continue expansion of the program to all school districts.

3. Continue infrastructure improvements around schools.

Ms. Laboy said moving forward, we had local and federal funding's to continue the Safe Route to School Program for the next four years. We will be continuing this program to school year

2022. As we look ahead, our next step will be to engage the school district in developing a sustainable Safe Routes to School policy that will integrate a safety education and walking and biking program within the school district curriculum, that is our goal. This way we'll bring in bicycle personal location to the students in Wyandotte County with a goal of creating healthy and safer environment and develop our youths generation in our community.

Our first step, as I said, is engaging the school districts in communication for developing the policy. We will continue our programs we're doing today through all the schools, including the Piper School District and will continue to improve in sidewalks and projects around the school. This is all for today.

Wyandotte County Safe Routes to School



Thank you!



Francis Willard Elem, Fall 2016

Lideana Laboy,
Project Manager
Unified Government
Public Works Department

Maggie Green
Director of Programs
maggie.green@bikewalkkc.org
816-205-7056 ext. 7

Areiona King
Safe Routes to School Coordinator
areiona.king@bikewalkkc.org
816-205-7056 ext. 17

We hope that this presentation has been informative, it's pretty brief. I want to mention that along your slide for today we also include a brochure of the Walking School Bus Program that outlines how we develop our program and have our contact information if you have more questions. We appreciate your time today and we ask to continue support for our program and also invite you if you want to walk with us one day, you are welcome to join our students.

Commissioner Philbrook said thank you for all your work and I know that when I first came on as a commissioner one of the first things that happened was, I started working with our folks to put together the sidewalk plans. At that time, 2013, we were working already with District 500 and they did give us a list in priority of the schools that they wanted to first have because we knew we weren't going to be able to do them all at one time and so I do appreciate them working

January 28, 2019

with us on that. We've got a few of those done. Not an easy task. Not in our rolling hills and our goat paths so what can I say, it's just that way. It's kind of what it is really, rolling hills and goat paths, depending on what road you're on.

I do have a question, the eight active walking programs, do you know which schools those are? **Ms. Laboy** said the walking schools' programs? **Commissioner Philbrook** said the one that says the Active Walking Program, you said there's eight of them. **Ms. Green** said I can take that one. The eight Active Walking Schools Buses: Grant Elementary, New Stanley, New Chelsea, Carruthers, Eugene Ware, Frank Rushton, Midland Trail and Oak Grove. Those were all active as of the fall and then we have a full other list that are onboarding this spring that Areiona is working on.

Ms. Laboy said every year it varies a little bit. It always depends, it's always a continued relationship with the schools and if there is something that influences them. We are very happy to have—we study with 10 schools that we're working on, but we had zero sustainable walking school buses. Now we can say we had eight sustainable—you're right to continue to do the program as the other ones get involved.

Commissioner Philbrook said as I understand it, it's pretty much ran on volunteer. As kids mature and move on so do their parents sometimes. That's why I know that's a constant job and I have a feeling that the, what's the name of the group, BikeWalkKC, that you are playing a big part in getting folks into helping out with that. Thank you very much.

Commissioner Johnson said I'm just curious, I'm always wondering about the financial aspect of this. I know we're partnering with other organizations, I know America Regional Counsel. Wondering in others, both for federal dollars and otherwise, but are we projecting any kind—I mean do we see an end to this or is this going to be an ongoing thing? If there's some end in 10 years, 15 years where we think that this program could encompass the entire area, is there a dollar number attached to it? That might be a broad question. **Ms. Laboy** said I can tell you that we have programs through 2022.

By 2022 we expecting to have built 10 miles of sidewalks around schools in Wyandotte County and with further allocation of funding with \$5M of federal funding. In addition to our matching funds. The last three years we got 150,000 contacts with BikeWalkKC, was three-year

contract to do this program and we have continued that program until 2021, where we will also get more for their funding to continue the program.

Commissioner Johnson said how do we partner with the USD 500 in other school districts. Do they cover any infrastructure cost at all or do they offer it? **Ms. Laboy** said the partnership in (inaudible) in construction they are doing a new school, renovating, so on that part they been building there're sidewalks on their property line. We are matching or we're giving priority over our sidewalk projects to match the construction as well. **Commissioner Johnson** said okay. **Ms. Laboy** said so that's the collaboration. **Commissioner Kane** said there are new opportunities since they're going to build a new school out in Piper. There's not a sidewalk within three miles of there. It would be a good opportunity for you all to get contact them and say where do we start.

Ms. Laboy said our plan this semester, we actually got a call from one of the residents interested in joining the program and it is our desire this semester to start expanding the program to Piper and that means with that we then start doing priorities sidewalks to the area. **Commissioner Kane** said there are three housing additions, one right there and then one of them down about a half mile. Let me know when you contact them. **Ms. Laboy** said I will.

Chairman Bynum said very good timing for that, I mean why not start now. **Commissioner Kane** said they're already starting a bunch of road work.

Chairman Bynum said, Mr. Groneman, as always, we thank you for being here. Your counterpart on the BPU, who I might add is the new BPU Board President, Mr. Norm Scott is here. He did tell me anytime you can't be here, he'd be glad to stand in for you.

Lideana, thank you to you and your team for the presentation. We do appreciate the Safe Routes to School Program and the Walking School Bus both, those are great, great programs. **Ms. Laboy** said thank you very much.

Action: **For information only.**

Adjourn:

Chairman Bynum adjourned the meeting at 6:22 p.m.

mbb



Staff Request for Commission Action

Tracking No. 19634

Full Commission Meeting Date: 3/28/19

Committee: Public Works & Safety

Date of Standing Committee Action: 3/18/19
--

(If none, please explain):

Publication Required: No 03/18/2019

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
03/05/2019	Jane Wilson	x5069	jwilson@wycokck.org	Legal

Item Description:

This is a resolution that allows the County Administrator to enter into contracts pursuant to KSA 12-2908 with other Kansas county jails as needed for the temporary housing of Wyandotte County inmates, as a result of a continued increase in jail inmate population in Wyandotte County. This resolution would permit the County Administrator to enter into any such agreement, provided that the contract for inmate housing substantially complies with form agreement provided hereto as an attachment.

Action Requested:

To adopt the resolution.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Farmout resolution, Farmout form contract- Attachment

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT TO ENTER INTO
INMATE HOUSING AGREEMENTS WITH MIAMI, JACKSON, ANDREW,
LEAVENWORTH AND BUTLER COUNTY.**

WHEREAS, K.S.A. 12-2908 authorizes municipalities to contract with other municipalities to perform any governmental service, activity or undertaking which each contracting municipality is authorized to perform by law; and

WHEREAS, K.S.A. 19-811 provides that the Sheriff shall have the charge and custody of the jail of his county, and all the prisoners in the same; and

WHEREAS, the Wyandotte County jail has a fluctuating need to house inmates in jails of other counties within Kansas due largely to growing inmate population; and

WHEREAS, many of the county jails within the state of Kansas have and will agree to house Wyandotte County jail inmates within their facilities, for a limited time, in exchange for a reasonable daily fee to be charged per inmate; and

WHEREAS, Wyandotte County jail inmate population is continually growing, resulting in a need for Wyandotte County to temporarily house its inmates at other county jails within the State of Kansas; and

WHEREAS, due to minimal extra capacity that other county jails in the State of Kansas have available for housing Wyandotte County inmates, there are several counties within Kansas that Wyandotte County would need to contract with for the temporary housing of Wyandotte County inmates. These counties include Miami, Jackson, Andrew, Leavenworth and Butler. Rather than present each separate inmate housing agreement before the Commission for approval as needed, the Commission desires to grant the County Administrator the ability to enter into and execute an agreement on behalf of the Board of Commissioners with any of the Kansas counties listed herein, as needed, in order to control the inmate population within the Wyandotte County jail.

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

1. The County Administrator is hereby authorized and directed to enter into and execute in the name of the Unified Government of Wyandotte County/Kansas City, Kansas an agreement with any of the above-listed Kansas counties pursuant to K.S.A. 12-2908 for the temporary housing of Wyandotte County jail inmates as needed, provided however, that

the terms and conditions of any such agreement substantially comply with those in the attached Form Agreement and provided further that no terms of the agreement contradict any of the terms or conditions set forth in the attached Form Agreement.

2. The County Administrator and his designees are hereby authorized to take any action required and execute any instruments necessary to implement and satisfy the intent of this Resolution.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS ____ DAY OF MARCH, 2019.

ATTEST:

Unified Government Clerk

**AGREEMENT BETWEEN XXXX COUNTY, KANSAS AND
WYANDOTTE COUNTY, KANSAS FOR THE HOUSING OF INMATES
IN THE XXXX COUNTY ADULT DETENTION CENTER**

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between the Board of County Commissioners of XXXX County, Kansas, hereinafter referred to as “XXXX County”, on behalf of the Sheriff of XXXX County, Kansas and the Board of County Commissioners of Wyandotte County, Kansas, hereinafter referred to as “Wyandotte County”, for the Sheriff of Wyandotte County, Kansas, each party having been duly organized and now existing under the laws of the State of Kansas.

WITNESSETH:

WHEREAS, each Sheriff is authorized by law to have charge and custody of the County jail and all the prisoners or inmates therein; and

WHEREAS, in the event of overcrowding in the Wyandotte County jail, the Sheriff of Wyandotte County may wish to transfer one or more inmates to the XXXX County Adult Detention Center as a place of confinement for the incarceration of one or more inmates lawfully committed to his custody; and

WHEREAS, the Sheriff of XXXX County is desirous of accepting and keeping in his custody such inmate(s) in the XXXX County Adult Detention Center for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, K.S.A. 12-2908, as amended, authorizes any county to contract with any other county to perform governmental services, activities or undertakings which each contracting county is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by K.S.A. 12-2908, as amended.

NOW THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties agree as follows:

1. GOVERNING LAW

The parties hereto agree that, except when expressly otherwise provided, the laws and administrative rules and regulations of the State of Kansas shall govern in any matter relating to an inmate confined pursuant to this Agreement.

2. DURATION

This Agreement shall enter into full force and effect from the date hereof and end December 31, 2019, subject to earlier termination as provided by Section 3 herein. This Agreement may be renewed for like successive periods by written addendum by the parties hereto under such terms and conditions as the parties may determine. Nothing in this Agreement shall be construed such as to require Wyandotte County to have inmates housed in the XXXX County Adult Detention Center continuously or at all.

3. TERMINATION

This Agreement may be terminated by written notice of either party, provided that such termination shall become effective ten (10) working days after receipt of such notice. Within said ten (10) days, Wyandotte County will remove its inmates from the XXXX County Adult Detention Center.

4. MAILING ADDRESSES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

XXXX County:

Contact Person:

Wyandotte County: Wyandotte County Sheriff
Criminal Justice Complex
710 N 7th Street, Ste. 20
Kansas City, Kansas 66101-3093
(913) 573-2861

Contact Person: Sheriff Donald Ash
Wyandotte County Jail Administrator Jeff Fewell

5. COMPENSATION

XXXX County agrees to accept and house Wyandotte County inmates for compensation at the rate of _____ Dollars (\$_.00) per day per inmate. A day shall be defined as any 24-hour consecutive period or any part of a day exceeding a four (4) hour period.

6. FURLOUGHS AND PASSES

XXXX County agrees that no furloughs or passes shall be granted to any inmate(s) housed by XXXX County on behalf of Wyandotte County pursuant to this Agreement without written authorization by the Wyandotte County Sheriff.

7. INMATE ACCOUNTS

XXXX County shall establish and maintain an account for each inmate received from Wyandotte County and shall credit to such account all money which is received from the inmate or from Wyandotte County on behalf of the inmate, and shall make disbursements debiting such account for expenditures for the inmate's personal needs. At the termination of this Agreement, the inmate's death, release from confinement or return to either Wyandotte County or indefinite release to the Court, the inmate's money shall be transferred to the inmate's account in care of Wyandotte County or to the inmate if the inmate is released directly from the XXXX County jail.

8. RESPONSIBILITY FOR INMATE CUSTODY

It shall be the responsibility of XXXX County to confine the inmate(s); to provide treatment, including the furnishing of substances and all necessary medical and hospital services and supplies; to provide for their physical needs; to make available to them programs of training and treatment which are consistent

with their individual needs, to retain them in said custody; to supervise them; to provide conditions of confinement and treatment in compliance with all constitutionally protected rights of prisoners, to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court are faithfully executed, provided that nothing herein shall be construed to require XXXX County, or any of its agents to provide treatment, facilities, or programs for any inmate(s) confined pursuant to this Agreement which it does not provide for similar inmates not confined pursuant to this Agreement.

9. MEDICAL SERVICES

(a) The Sheriff of XXXX County shall provide inmates from Wyandotte County with medical and dental treatment consistent with constitutionally protected rights of confined persons, the financial burden of which shall be borne by Wyandotte County; provided, that XXXX County shall make every reasonable effort to advise and consult with Wyandotte County prior to the rendering of such medical and dental services.

(b) An adequate record of all such services will be kept by XXXX County for Wyandotte County to review at its request. Any medical or dental services of major consequence shall be reported to Wyandotte County as soon as time permits, for further consideration, which may be beneficial to both parties.

(c) Should medical or dental services require hospitalization, Wyandotte County agrees to compensate XXXX County dollar for dollar any amount expended or cost incurred in providing the same; provided that nothing herein shall preclude Wyandotte County from retaking the ill or injured inmate(s) and seeking the necessary medical attention.

10. DISCIPLINE

XXXX County shall have physical control over and power to execute disciplinary authority over all inmates from Wyandotte County, but nothing contained herein shall be construed to authorize or permit the imposition of any type of discipline prohibited by the laws of the State of Kansas or the procedural and substantive due process rights guaranteed by the Constitution of the United States.

11. RECORDS AND REPORTS

(a) Wyandotte County shall forward to XXXX County before or at the time of delivery of inmates: an admission classification, a report outlining each inmate's social background, medical, psychiatric, education and vocational findings and indications of any special consideration or treatment programs that have been recommended or prescribed.

(b) XXXX County shall keep all necessary and pertinent records concerning each inmate in the manner mutually agreed upon by the parties hereto. During the inmate's confinement in the XXXX County jail, Wyandotte County shall be entitled to receive, and upon request be furnished with, copies of any such report or record.

12. REMOVAL FROM THE JAIL

An inmate of Wyandotte County legally confined in XXXX County shall not be removed from there by any person without a written order from Wyandotte County. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate, or to the inmates or personnel of XXXX County. In the event of any removal for such an emergency cause, XXXX County shall inform Wyandotte County of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such inmate or inmates.

13. ESCAPES

In the event any inmate shall escape from custody in XXXX County, said County will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Wyandotte County. XXXX County shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable and borne by XXXX County.

14. DEATH OF AN INMATE

(a) In the event of a death of an inmate from Wyandotte County, the Medical Examiner, Coroner or other officials having the duties of such an officer in XXXX County shall be notified. Wyandotte County shall receive copies of any records made at or in connection with such notification.

(b) XXXX County shall immediately notify Wyandotte County of the death of an inmate, furnish information as requested, and follow the instructions of Wyandotte County with regard to the disposition of the body. The body shall not be released except on written order of the appropriate officials of Wyandotte County. All expenses relative to any necessary preparation of the body and shipment or express charges shall be paid by Wyandotte County and XXXX County may arrange to have Wyandotte County take care of burial and all matters related to or incidental thereto, and all such expenses shall be paid by Wyandotte County. The provisions of this paragraph shall govern only the relations between or among the parties thereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(c) Wyandotte County shall receive a certified copy of the death certificate for any of its inmates who have died while in XXXX County custody.

15. RETAKING OF INMATES

Wyandotte County will retake any inmate, upon request of XXXX County, within ten (10) days after receipt of such request to retake. In the event the confinement of any inmate in XXXX County's jail is terminated for any reason, Wyandotte County agrees to accept delivery of the inmate at XXXX County, and at its expense, and return such inmate to the jurisdiction of Wyandotte County.

16. PHOTOGRAPHING AND PUBLICITY

XXXX County shall not be authorized to release publicity concerning inmates from Wyandotte County. XXXX County shall not release personal history or photographs of such inmates or information concerning their arrival or departure or permit reporters or photographers to interview or photograph such inmates. Requests for information regarding Wyandotte County inmates shall be referred to Wyandotte County. However, information permitted by the Kansas Open Records Act, K.S.A. 45-221 et seq., the Criminal History Record Information Act, K.S.A. 22-4701 et seq. and all other applicable state and federal statutes and rules and regulations which is not otherwise privileged, may be disclosed or given directly to a requestor by XXXX County.

17. INDEMNIFICATION

XXXX County shall indemnify, defend and hold harmless Wyandotte County and its officers and employees from liability and any claims, suits, judgement and damages to the extent such claims, suits, judgments and damages arise as a result of XXXX County's acts and/or omissions in the performance of this Agreement. Nothing herein shall be contrasted to require XXXX County to defend or indemnify any party for any claims, lawsuits, damages, expenses, costs or losses arising from the actions or omissions of Wyandotte County, its officers, agents or employees or allegations regarding Wyandotte County's authority to enter into this Agreement. Neither shall anything herein be construed to required XXXX County to defend or indemnify any part of any claims, lawsuits, damages, expenses, costs or losses

arising with respect to any Habeas Corpus action or any other action challenging the validity of a conviction or sentence.

18. JAIL ADMINISTRATION AND MANAGEMENT

XXXX County and its Sheriff further represent and warrant that its jail facility and its administration and management of inmates substantially complies with all constitutionally guaranteed rights of confined prisoners and will continue to comply throughout the term of this Agreement and further agree to notify Wyandotte County of any material changes in the physical structure or procedures of the operation of the jail.

20. BILLING AND PAYMENT.

XXXX County agrees to provide Wyandotte County with an itemized invoice, listing all names of inmates who were housed, total number of days housed, the medical expenses (if any) for each inmate and the dollar amount for each. XXXX County agrees to send said invoice each month. Wyandotte County agrees to make payment to XXXX County within a 30-days after receipt of the invoice.

21. RIGHT TO REFUSE

(a) XXXX County shall have the right to refuse to accept any inmate(s) from Wyandotte County when, in the opinion of XXXX County, its inmate census is at capacity or so near capacity that there is substantial risk, through usual operation of the jail, the legal capacity limits of the jail might be reached or exceeded.

(b) XXXX County shall further have the right to refuse to accept any inmate(s) from Wyandotte County who, in judgment of XXXX County, has a history of serious medical problems or who presents a substantial risk of escape from jail or a substantial risk of injury to other persons or property.

22. TRANSPORTATION

Wyandotte County prisoners incarcerated in XXXX County pursuant to this Agreement shall be transported to XXXX County by and at the expense of Wyandotte County and shall be returned, if necessary, to Wyandotte County by Wyandotte County personnel and at Wyandotte County expense. XXXX County is not responsible for transportation of Wyandotte County prisoners under this Agreement and shall be reimbursed by Wyandotte County for any actual expenses incurred in transport of an inmate(s) if, in fact, transportation of an inmate(s) by XXXX County personnel becomes necessary.

21. MISCELLLANEOUS

This Agreement contains the entire agreement of the parties hereto and all prior agreements, negotiations, and discussions are merged herein. This Agreement may not be modified except by a written modification signed by both parties hereto. Any determination by a Court that one term or provision of this Agreement is invalid or unenforceable shall not void or invalidate the entire agreement.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
XXXX COUNTY, KANSAS

, Chairman

SHERIFF OF XXXX COUNTY

, Sheriff

ATTEST:

, XXXX County Clerk

APPROVED AS TO FORM:

, County Counselor

COUNTY ADMINISTRATOR
WYANDOTTE COUNTY, KANSAS

Doug Bach, Administrator

SHERIFF OF WYANDOTTE COUNTY

Donald Ash, Sheriff

ATTEST:

Bridgette Cobbins, Unified Clerk

APPROVED AS TO FORM:

Jane A. Wilson, Unified Government Assistant Counsel



Staff Request for Commission Action

Tracking No. 19637

Full Commission Meeting Date: 3/28/19

Committee: Public Works & Safety

Date of Standing Committee Action: 3/18/19

(If none, please explain):

Publication Required: No

<u>Date:</u> 03/06/2019	<u>Contact Name:</u> Terry Zeigler	<u>Contact Phone:</u> x6009	<u>Contact Email:</u> tzeigler@kckpd.org	<u>Department/Division:</u> Police Department
----------------------------	---------------------------------------	--------------------------------	---	--

Item Description:

The KCKPD and BSPD have determined that to promote the health, safety, and welfare of the visitors and residents of Kansas City, Kansas, Bonner Springs, Kansas, and Wyandotte County, Kansas the police departments would create a jurisdictional agreement pursuant to K.S.A. 22-2401a which authorizes the Bonner Springs Police Department to conduct traffic enforcement and in limited circumstances other law enforcement activities during the time period prior to, during, and after events at the Renaissance Festival and Amphitheatre on the streets coterminous and adjacent to those locations in Kansas City, Kansas.

Action Requested:

To adopt the resolution.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Resolution KCKPD-BSPD Jurisdictional Agreement, Interagency Agreement BSPD-KCKPD Final

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE APPROVAL OF THE AGREEMENT BETWEEN THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS POLICE DEPARTMENT AND THE CITY OF BONNER SPRINGS POLICE DEPARTMENT

WHEREAS, the Kansas City, Kansas Police Department (“KCKPD”) and the Bonner Springs Police Department (“BSPD”) have determined to create an agreement as necessary to enhance the law enforcement efforts of both agencies, protect the health, safety and welfare of visitors and residents of Kansas City, Kansas and Wyandotte County and establish guidelines consistent with the jurisdictional requirements found within K.S.A. 22-2401a; and

WHEREAS, K.S.A. 22-2401a authorizes the parties hereto to enter into cooperative jurisdictional agreements; and

WHEREAS, the Governing Bodies of each of the Parties hereto have determined to enter into this Agreement, as authorized and provided by K.S.A. 22-2401and;

WHEREAS, the parties have reached and prepared an Agreement which has been approved and executed by the Mayor/CEO of the City of Bonner Springs.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AS FOLLOWS: That the Mayor/CEO of the Unified Government of Wyandotte County/ Kansas City, Kansas is hereby authorized to execute said Agreement on behalf of the Unified Government, and the County Administrator is hereby authorized to take any action required and necessary to implement and satisfy the intent of said Agreement.

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

ATTEST

Unified Government Clerk

Approved As To Form:

Casey Meyer, Assistant Counsel

AGREEMENT

This agreement entered into by and between the City of Bonner Springs, Kansas, a municipality formed and existing under the laws of the State of Kansas, and the Unified Government of Wyandotte County/Kansas City, Kansas, a municipality formed and existing under the law of the State of Kansas.

WITNESSETH:

WHEREAS, the principle law enforcement agency in the City of Kansas City, Kansas, is the Kansas City, Kansas Police Department (KCKPD); and

WHEREAS, the principle law enforcement agency in the City of Bonner Springs, Kansas, is the Bonner Springs Police Department (BSPD); and

WHEREAS, pursuant to K.S.A. 22-2401a (2017 Supp.), the BSPD employs a unit of commissioned law enforcement officers, who exercise such authority and jurisdiction as granted by the laws of the State of Kansas; and

WHEREAS, pursuant to K.S.A. 22-2401a (2017 Supp.), the KCKPD employs a unit of commissioned law enforcement officers, who exercise such authority and jurisdiction as granted by the laws of the State of Kansas; and

WHEREAS, in addition to and without limitation upon the other statutory grounds for BSPD officers to exercise the power and authority of law enforcement officer, K.S.A. 22-2401a (2017 Supp.) authorizes BSPD officers to exercise the powers of law enforcement officers within the City of Kansas City when a request for assistance has been made by KCKPD, as specifically provided in K.S.A. 22-2401a(6) (2017 Supp.); and

WHEREAS, in addition to and without limitation upon the other statutory grounds for KCKPD officers to exercise the power and authority of law enforcement officers, K.S.A. 22-2401a (2017 Supp.) authorizes KCKPD officers to exercise the powers of law enforcement officers on the property owned or under control of the City of Bonner Springs when a request for assistance has been made by BSPD, as specifically provided in the K.S.A. 22-2401a(2)(b) (2017 Supp.);

NOW THEREFORE, in consideration of the exchange of promises, agreements and covenants set forth herein, it is hereby agreed by the parties that:

1. The term of this agreement shall commence on the date that it has been approved by the governing body of the City of Bonner Springs and the Unified Government Board of Commissioners, and thereafter shall automatically renew annually unless terminated by either party in accordance with this agreement.

2. This agreement may be terminated at any time by providing thirty (30) days advance written notice to the following persons:

For the City of Bonner Springs:

Chief William "Billy" Naff
Bonner Springs, Kansas Police Department
13001 Metropolitan Avenue
Bonner Springs, KS 66012

with a copy to:

City Clerk of the City of Bonner Springs
205 E 2nd Street
Bonner Springs, Kansas 66012

and for Kansas City:

Chief Terry Zeigler
Kansas City, Kansas Police Department
700 Minnesota Ave.
Kansas City, KS 66101

with a copy to:

Unified Government Legal Department
Police Department Legal Advisor
701 N. 7th St., Ste. 961
Kansas City, Kansas 66101

3. The geographical scope of this agreement shall be all property within: a) The city limits of the City of Kansas City, Kansas which is immediately adjacent to the Providence Amphitheatre and Kansas City Renaissance Festival event venues, including the roadways adjacent to those facilities during the period of time immediately prior to, during, and immediately following events at those venues; and b) The city limits of the City of Bonner Springs, Kansas which is immediately adjacent to the Providence Amphitheatre and Kansas City Renaissance Festival event venues, including the roadways adjacent to those facilities during the period of time immediately prior to, during, and immediately following events at those venues;.
4. The parties hereby agree that at any place within the limits of the City of Kansas City, Kansas as described in paragraph 3 above, whenever a BSPD officer acting within the scope of his or her official duties as a BSPD officer reasonably believes it is necessary

to protect the health, safety and/or welfare of patrons, and persons using the roadways immediately adjacent to those facilities, of the Providence Amphitheatre and/or Kansas City Renaissance Festival, such BSPD officer is hereby authorized to exercise any and all power and authority of a law enforcement officer as may lawfully be exercised by a KCKPD officer within the City of Kansas City. If a BSPD officer exercises this power to arrest or detain a suspect, BSPD shall complete all reports and records required by applicable law, and when such action occurs outside the traditional jurisdiction of the BSPD, namely the jurisdictional boundary of the City of Bonner Springs, BSPD shall forward all copies of the relevant reports, records and the like to the KCKPD.

5. The parties hereby agree that if a BSPD officer is within the city limits of the City of Kansas City, as described in paragraph 3 above but not within his or her normal jurisdiction as defined by statute, and has probable cause to believe a criminal act is occurring within the city limits of the City of Kansas City, the officer shall immediately notify the KCKPD, absent exigent circumstances, and shall assist the KCKPD if so requested. If exigent circumstances exist, this provision of this agreement shall be deemed a request by KCKPD for the BSPD officer to assist KCKPD by exercising any and all power and authority as may lawfully be exercised by a KCKPD officer, until such time as KCKPD is able to respond to the situation and determine which police department should continue to handle the situation; provided that, the BSPD officer shall notify the KCKPD as soon as is practicable under the circumstances.
6. BSPD agrees that its officers shall transport and secure all persons arrested or detained by BSPD officers, within the territorial limits of the City of Kansas City, Kansas, pursuant to this agreement or otherwise, to the Wyandotte County Detention Center, JO-JIAC, Juvenile Detention Center, or other appropriate facility.
7. The parties hereby agree that at any place within the limits of the City of Bonner Springs, Kansas as described in paragraph 3 above, whenever a KCKPD officer acting within the scope of his or her official duties as a KCKPD officer reasonably believes it is necessary to protect the health, safety and/or welfare of patrons, and persons using the roadways immediately adjacent to those facilities, of the Providence Amphitheatre and/or Kansas City Renaissance Festival, such KCKPD officer is hereby authorized to exercise any and all power and authority of a law enforcement officer as may lawfully be exercised by a BSPD officer within the City of Bonner Springs. If a KCKPD officer exercises this power to arrest or detain a suspect, KCKPD shall complete all reports and records required by applicable law, and when such action occurs outside the traditional jurisdiction of the KCKPD, namely the jurisdictional

boundary of the City of Kansas City, KCKPD shall forward all copies of the relevant reports, records and the like to the BSPD.

8. The parties hereby agree that if a KCKPD officer is within the city limits of the City of Bonner Springs, as described in paragraph 3 above, but not within his or her normal jurisdiction as defined by statute, and has probable cause to believe a criminal act is occurring within the city limits of the City of Bonner Springs, the officer shall immediately notify the BSPD, absent exigent circumstances, and shall assist the BSPD if so requested. If exigent circumstances exist, this provision of this agreement shall be deemed a request by BSPD for the KCKPD officer to assist BSPD by exercising any and all power and authority as may lawfully be exercised by a BSPD officer, until such time as BSPD is able to respond to the situation and determine which police department should continue to handle the situation; provided that, the KCKPD officer shall notify the BSPD as soon as is practicable under the circumstances.
9. KCKPD agrees that its officers shall transport and secure all persons arrested or detained by KCKPD officers, within the territorial limits of the City of Bonner Springs, Kansas, pursuant to this agreement or otherwise, to the Wyandotte County Detention Center, JO-JIAC, Juvenile Detention Center, or other appropriate facility.
10. Nothing contained herein shall be deemed to be a limitation upon or restriction of any power or authority to act as a law enforcement officer granted to BSPD officers or KCKPD officers by any statute or other provision of law. This agreement is intended to extend the jurisdiction of BSPD and KCKPD as provided by law, and is in no way intended to limit any authority or power granted under K.S.A. 22-2401a (2017 Supp.) or any other provision of law.
11. Nothing in this agreement shall be construed as authorizing a KCKPD officer to violate the rules, regulations, policies, orders or directions of KCKPD or the City of Kansas City, Kansas. Nothing in this agreement shall be construed as authorizing a BSPD officer to violate the rules, regulations, policies, orders or directions of BSPD, or the City of Bonner Springs, Kansas.
12. The parties hereto specifically agree that BSPD officers who may exercise law enforcement authority as contemplated herein are not and will not become employees or agents of the Unified Government, and nothing in this agreement shall be construed to create any relationship between the parties or their respective employees other than that of independent governmental entities cooperating with one another solely for the purposes of addressing the public policy concerns discussed herein and addressed in K.S.A. 22-2401a (2017 Supp.), and carrying out the terms of this agreement.

13. The parties hereto specifically agree that at KCKPD officers who may exercise law enforcement authority as contemplated herein are not and will not become employees or agents of the City of Bonner Springs, and nothing in this agreement shall be construed to create any relationship between the parties or their respective employees other than that of independent governmental entities cooperating with one another solely for the purposes of addressing the public policy concerns discussed herein and addressed in K.S.A. 22-2401a (2017 Supp.), and carrying out the terms of this agreement.
14. The parties hereto specifically agree and fully acknowledge that any and all BSPD officers who exercise authority or act as contemplated by this agreement will at all times be acting in the course and scope of their employment with the City of Bonner Springs and that any and all KCKPD officers who exercise authority or act as contemplated by this agreement will at all times be acting in the course and scope of their employment with the Unified Government.
15. If any provision of this agreement is found by a court of competent jurisdiction to be unenforceable, the other provisions of this agreement shall remain in full force and effect.
16. This agreement may not be amended or modified except by another written instrument signed by the party or parties to be bound thereby.
17. Each of the undersigned persons represents and warrants that he or she is authorized to execute this agreement on behalf of the respective party, and that he or she has the full power and authority to bind such party to each and every provision of this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representative on the dates herein subscribed.

City of Bonner Springs, Kansas Police Department
"BSPD"

By: _____

Date: _____

By: _____

Approved as to form:

Date: _____

Legal Counsel
City of Bonner Springs, Kansas

Mayor
City of Bonner Springs

Date: _____
Unified Government of Wyandotte County/Kansas City, Kansas
"KCKPD"

Approved as to form:

By: _____
Unified Government of Wyandotte County/Kansas City, Kansas

Legal Counsel
Unified Government of
Wyandotte Count/Kansas City, Kansas

Date: _____



Staff Request for Commission Action

Tracking No. 19636

Full Commission Meeting Date: 3/28/19

Committee: Public Works & Safety

Date of Standing Committee Action: 3/18/19
--

(If none, please explain):

Publication Required: No

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
03/06/2019	Melissa Sieben	x5017	msieben@wycokck.org	Public Works

Item Description:

Staff will present the proposed Adopt-A-Spot program in Wyandotte County/Kansas City, Kansas. Discussion will include program purpose, goals, and adoptable locations.

Handouts will be provided at the meeting.

Action Requested:

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List: