



Public Works and Safety Committee
Standing Committee Meeting Agenda
Monday, April 22, 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 April 22, 2019 Agenda**

III. **Approval of standing committee minutes from February 25, 2019.**

IV. **Committee Agenda**

Item No. 1 - RESOLUTION: PUMP STATIONS 4 & 5 IMPROVEMENTS, CMIP 6131

Synopsis: A resolution declaring the Pump Station 4 & 5 Improvement Project (CMIP 6131), located at Kansas Avenue and South 51st Street, is a necessary and valid improvement project, and authorizing a survey of land for said project, submitted by James Bain, Assistant Counsel.

Tracking #: 19679

Item No. 2 - RESOLUTION: 2019 STORM SEWER R & R PROJECT, CMIP 5303

Synopsis: A resolution declaring the 2019 Storm Sewer R & R Project (CMIP 5303) is a necessary and valid improvement project, and authorizing a survey of land for said project, submitted by James Bain, Assistant Counsel.

Tracking #: 19680

Item No. 3 - RESOLUTION: ARMOURDALE AND CID LEVEE UNIT FLOOD RISK MANAGEMENT PROGRAM

Synopsis: A resolution authorizing an agreement between the Department of Army, the UG, the Kaw Valley Drainage District, and the City of Kansas City, MO, for the Armourdale and

Central Industrial District Levee Unit Flood Risk Management Project, submitted by Melissa Sieben, Assistant County Administrator; Misty Brown, Deputy Chief Counsel; Jeff Fisher, Executive Director of Public Works; and Sarah White, Project Engineer.

Tracking #: 19683

Item No. 4 - RESOLUTION: MUTUAL AID AGREEMENT

Synopsis: A resolution authorizing an agreement with the City of Edwardsville, KS, and the City of Bonner Springs, KS, to provide fire and EMS mutual aid services, submitted by Katie Devlin, Assistant Counsel.

Tracking #: 19684

Item No. 5 - UPDATE: FIRE DEPARTMENT'S SCHEDULING SYSTEM IMPLEMENTATION

Synopsis: An update on the Fire Department's scheduling system implementation, submitted by Michael Callahan, Fire Chief. The new software will manage firefighters' shifts, including overtime, vacation and sick leave.

For information only.

Tracking #: 19686

Item No. 6 - UPDATE: NEW FIRE STATION

Synopsis: Update on the progress of the new fire station at Hutton and Leavenworth Road by staff and Kile Morrison of Arch/Images, submitted by John Kelly, Director of Buildings and Logistics.

For information only.

Tracking #: 19688

Item No. 7 - UPDATE: NEW JUVENILE JUSTICE CENTER

Synopsis: Update on the progress of the new Juvenile Justice Center by staff and members of the construction team, submitted by John Kelly, Director of Buildings and Logistics.

For information only.

Tracking #: 19687

Item No. 8 - UPDATE: FRIENDSHIP HEIGHTS BENEFIT DISTRICT

Synopsis: Update on the status of the Friendship Heights Sidewalk Benefit District by Public Works staff, submitted by Jeff Fisher, Executive Director of Public Works.

For information only.

Tracking #: 19689

Item No. 9 - UPDATE: BIOSOLIDS

Synopsis: Update on how to handle solid waste (biosolids) from Kaw Point Wastewater Treatment Plant, submitted by Jeff Fisher, Executive Director of Public Works.

For information only.

Tracking #: 19690

Item No. 10 – RECOMMENDATION: HURON PARK FITNESS COURT

Synopsis: Recommendation to construct a new fitness court at Huron Park, submitted by Jeremy Rogers, Director of Parks & Recreation.

Tracking #: 19691

V. Public Agenda

VI. Adjourn

PUBLIC WORKS AND SAFETY COMMITTEE
STANDING COMMITTEE MINUTES
Monday, February 25, 2019

The meeting of the Neighborhood and Community Development Standing Committee was held on Monday, February 25, 2019, 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 Kane, Markley, Johnson; and BPU Board Member Groneman. The following officials were also in attendance: Gordon Criswell and Melissa Sieben, Assistant County Administrators; Alan Howze, Knowledge Director; Emerick Cross, Commission Liaison; Kathleen VonAchen, Chief Financial Officer; Misty Brown, Deputy Chief Counsel; Katie Devlin and James Bain, Assistant Counsel; Troy Shaw, County Engineer; John Kelly, Director of Buildings and Logistics; Michael Callahan, Fire Chief; John Droppelmann, Fire Marshal; Jack Andrade, First Deputy Fire Chief; Katherine Carttar, Director of Economic Development; Jeff Fisher, Executive Director of Public Works; Kris Finger, Engineer; Lideana Laboy, Traffic Engineer; and Jay Doleshal, Sergeant-At-Arms.

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

Chairman Bynum said there's one revision on tonight's agenda. It's a resolution submitted for Item No. 6, and the verbiage for that item has been added, changed and noted on your blue sheet.

Chairman Bynum said there are no minutes of the standing committee to approve this month because we did not have a December meeting.

Committee Agenda:

Item No. 1 - 19578...RESOLUTION: LOMBARDY DRIVE SEWER IMPROVEMENT PROJECT

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

James Bain, Assistant Counsel, said alongside of me is Kris Finger, the engineer on the project. You all have a map showing the area of the project for the relocation and repair of the sanitary sewers.

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

Item No. 2 - 19583...RESOLUTION: INTERLOCAL AGREEMENT WITH KANSAS CITY, KANSAS PUBLIC SCHOOLS

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

Susan Alig, Assistant Counsel, said this is an agreement drafted to facilitate the OK Program, which provides mentorships in USD 500 Public Schools. Essentially, it’s an ongoing program and both parties are happy with the way it’s going. The school district felt like they wanted something in writing about how we would handle the exchanges, sensitive student information such as grades and attendance. That’s what the contract is for.

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

Item No. 3 – 19584...RESOLUTION: AGREEMENT WITH FIRE DISTRICT 1 OF LEAVENWORTH COUNTY FOR AUTOMATIC AID

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

Michael Callahan, Fire Chief, said this is a continuation of the auto aid agreement. We met with Commissioner Kane and I guess we're here to get it approved. It's exactly how it was written the last time we spoke. **Chairman Bynum** said we had a good conversation and understanding, and the agreement is as was presented to us. **Chief Callahan** said that's correct.

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

Item No. 4 - 19588...ORDINANCE: FIRE PREVENTION AND PROTECTION

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

John Droppelmann, Fire Marshal, said there are four changes to the current ordinance. I believe you have them in front of you. The first one deals with the number of extinguishers. The original ordinance had three for permanent structures, four for tents. We just evened those out—four across the board—so there would be no confusion. The International Fire Codes and the National Fire Codes allow leniency for me to determine which is which, how many we need. It's just simpler if we have four all the way across the board to eliminate confusion, so we did that.

The second one, the 20 feet between structures. When we made amendments last year, somehow that number got reduced to 10. I think we made quite a few changes and there was a little mishap. That 20 feet is necessary. That's the fire egress lane that must be maintained around buildings and structures. So, we had to put that back to 20 from 10.

The third one specifies when these retailers purchase their product, that it's delivered actually to the tent site. I couldn't find anywhere in the ordinance before. We had some issues last year where products were being delivered to buildings that we didn't know about. The Department of Transportation specifies, if you put more than a 1,000 pounds of that in a vehicle, it has to be placard, the driver has to be CDL and hazmat approved to be able to do that. These distributors already have that. Our local retailers probably don't, so that's in there.

The fourth one is a detailed inventory list. We require an inventory list. We wanted to make sure it was detailed. It makes it a lot easier for me. I have a couple of weeks to look these over, to make sure that nothing on the list is one of the banned products. They constantly change these, the distributors and manufacturers, the names of them and the descriptions. It kind of helps out the retailer that they don't get a shipment of stuff that they can't sell and can't return; it has to be destroyed. So, hopefully, it will take care of that problem also.

Chairman Bynum said, I just had a question on the very last one, the inventory list? **Fire Marshal Droppelmann** responded, yes. **Chairman Bynum** asked are you're checking that, prior to the stand opening. **Fire Marshal Droppelmann** said yes, I do. I go through those lists to make sure that I don't see any products that they're not supposed to sell. When they get future shipments, if they have a good week or whatever and they get more, they're required to send that list also in to make sure they're only selling the stuff they're allowed to.

Commissioner Kane said when they get their first shipment, they send you what they got. **Fire Marshal Droppelmann** said before they even order a shipment, they'll place an order, and they send me their inventory list of what they've ordered. I go through there and do some Google searches or whatever to make sure if I don't recognize certain product's names, I'll look them up and make sure that it's something that's allowed to be sold in our city. The additional orders, I have to kind of scramble to do. They'll either drop them off at my office, email, or fax them to me and then I hurry up and look them over as quick as I can. **Commissioner Kane** asked are you the only person that does that. **Fire Marshal Droppelmann** responded, yes.

Chairman Bynum asked how many stands are there. **Fire Marshal Droppelmann** said last year there were 47, 40, somewhere like that. **Chairman Bynum** said that's a lot. **Commissioner**

Philbrook asked do you need any help. **Fire Marshal Droppelmann** said the month leading up to July 4th is no fun. We all rest after that.

Chairman Bynum said we're going to approve all four of the changes with one motion. Correct?

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

Commissioner Philbrook said I know you need help. Is it possible for maybe one or two people to kind of be sidelined to help you with that for that short period of time? You think that might be a possibility? **Fire Marshal Droppelmann** said occasionally I'll have one of my investigators maybe help me out. The more you look at it—my first year or two of doing it, it took me a long time and now you recognize certain names and certain things like that so I'm a little quicker. **Commissioner Philbrook** said right, just a statement, just a comment for you and the supreme being. **Fire Marshal Droppelmann** said I appreciate it. **Commissioner Philbrook** said not a problem. Thank you.

Item No. 5 - 19585...ORDINANCE: MAXIMUM SPEED LIMITS

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

Jeff Fisher, Executive Director of Public Works, said the current code establishes speed limits in residential areas at 30 mph. The recommendation is to simply adjust that down to 25 mph and to include 20 mph zones in parks.

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

Commissioner Johnson said I asked this the last time. What is considered an urban area versus a residential area? I think I saw that in this information here. **Mr. Fisher** said it's in there, Commissioner. **Commissioner Johnson** said in there, or no. **Mr. Fisher** said it's in there. Urban districts, 30 mph. That is state statute, if I recall. **Commissioner Johnson** said I just wondered how it was defined. **Mr. Fisher** said the traffic engineer may be able to help us with that.

Lideana Laboy, Traffic Engineer, said that language comes from the state statute. Wyandotte County is considered entirely as an urban area. When you consider the entire state, the rural would be anything west of us, then Kansas City is pretty much an urban area. **Commissioner Johnson** said everything from First St. all the way out to how far. **Commissioner Kane** said God's country. **Ms. Laboy** responded K7. **Commissioner Johnson** said is considered urban. Whatever Commissioner Kane was alluding to. I'm not sure what he's talking about. **Ms. Laboy** stated certainly we have some areas that are more rural in nature. There's a transportation description on that. Most of our area is an urban territory. **Commissioner Johnson** said very good. Thank you.

Commissioner Philbrook said I just want to share with folks that I've had feedback on both sides. One is yes, they're very happy that it's being reduced to 25, but I've also had some feedback that they don't understand why we would want to reduce it to 25. As usual, whichever you decide is probably going to be wrong, but that's just the way it is.

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

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

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

Jeff Fisher, Executive Director of Public Works, said our CFO is going to take a few minutes to describe funding and then the County Engineer is going to walk through the scope of the project and the urgency.

Kathleen VonAchen, Chief Financial Officer, said as you pointed out earlier, the agenda right now has some language of the project as we contemplated it several weeks ago. There was a blue sheet which revised that information. We're going to speak towards the revised resolution that was submitted for your adoption.

As you know, back at the end of July, you all adopted Resolution 52-18 that listed all the capital projects in the CMIP for 2018-2023. Within that was a storm water project called Turkey Creek Stabilization. It was funded at the level of \$5M. The resolution before you would increase that project authorization to \$10M. It doesn't necessarily change the scope or the language of the scope so it's still construction, inspection, repair and restoration of the Kaw River bank, adjacent to the Turkey Creek outfall into the Kaw River and any other additional work.

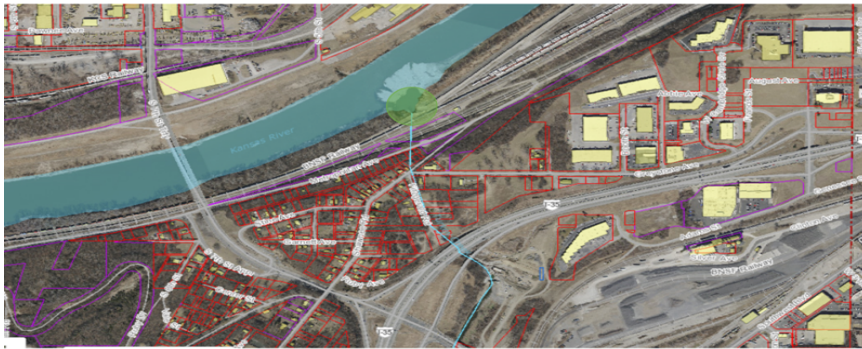
The resolution also expresses our intent to issue temporary notes, which we plan to take before the ED&F Committee next Monday, and plan to push forward and combine with some other project financing we're doing in the coming six weeks in order for the Public Works Department to have all the funds they need. By the way, this resolution would allow for the reimbursement of any expenses that may have been made as of 60 days prior to the date of this resolution once the Commission adopts with your permission.

Ms. VonAchen said right now, I'd like to pass the mantel over to Troy Shaw, our UG Engineer, who is going to talk more about why the project needs more money and the need for it.

Chairman Bynum said, Mr. Shaw, before you present on the technical issues, I want to go back to the dollars for a minute. The blue sheet says we're going to amend the CMIP. **Ms. VonAchen** said yes. **Chairman Bynum** said but, in the packet, it says that the request is an additional \$8M. You just said from \$5M to \$10M. **Ms. VonAchen** said that's right, correct. What's in the agenda is not correct. The dollar amounts that are published in the agenda are not correct. Since the agenda was published, we got additional information. **Chairman Bynum** said okay.

Ms. VonAchen, said the total project is now \$10M, of which we only have project authorization for \$5M at the moment, so we need an additional \$5M.

Troy Shaw, UG Engineer, said I'm going to give a quick background, very quick, since I think a lot of us have heard this before. In 2017, we had the rains back to back to back in the summer of 2017. After that series of rains, we had a failure on the wingwall of Turkey Creek, which you can see.



That green dot on there is where the failure's at. That's the outlet of Turkey Creek into the Kansas River. At that time, we applied for FEMA funding. We were denied FEMA funding. We are currently in an appeal process for that as well, so just to let you know about that.

Part of the issue with this was that the wingwall did not fail until the river receded. It took a little time after the event for it to actually fail because once the river level went down there was nothing holding the wall back, and it went with everything else. That's part of the FEMA funding, the reimbursement request from FEMA and that's why we're appealing the process. Since then, we obviously have been monitoring it.



Here's what it looked like the day that it failed. As you can see, it's already pretty close to the BNSF tracks that are sitting there. Currently, you can kind of see the cone line. Now we can see the impressions in the ground around where those cones are at. It's getting even closer. This hole has been filled with rocks temporarily. We currently have a contractor down there working on the outlet right now.

We did the CMAR process (Construction Management at Risk) to get someone on board. That's where the difference in money came from as well. Our original estimate was \$5M. It was from the surface. We had no clue what was down there. We were guessing that the break was much higher up on the wall than it actually was. Once the river went down this winter, the contractor went down, did borings and was determined it was much deeper with the repair necessary. That's where the extra costs came from.

DOWNSTREAM WINGWALL REPAIRS						
Proposal						
Line No.	Pay Item No.	Description Subtotal Description	Quantity	Unit of Measure	Unit Price	Total Price
1	001	MOBILIZATION	1.00	LS	735,000.00	735,000.00
2	002	SITE PREP PREPARE STAGING AND LAYDOWN AREAS	1.00	Each	94,002.65	94,002.65
3	003	SITE PREP DEMO WALL	1.00	LS	40,993.41	40,993.41
4	004	BUILD WORK PAD FOR DRILLED SHAFT INSTALLATION	5,544.00	Ton	36.30	201,247.20
5	005	INSTALL SHEET PILE	315.00	LF	1,367.60	430,794.00
6	006	COMMON EXCAVATION	925.00	CY	17.55	16,233.75
7	007	EXCAVATE FOR GUIDEWALL	280.00	CY	17.55	4,914.00
8	008	CLAY BACKFILL FOR GUIDEWALL	300.00	CY	42.83	12,849.00
9	009	INSTALL DRILLED SHAFTS	1.00	LS	2,679,413.28	2,679,413.28
10	010	PURCHASE AND INSTALL RE-STEEL	68.00	TN	3,095.25	210,477.00
11	011	INSTALL TIE BACK ANCHORS	1.00	LS	1,096,855.35	1,096,855.35
12	012	INSTALL CONCRETE CAP FOR DRILLED SHAFT WALL	112.00	CY	836.08	93,640.96
13	013	BACKFILL CONCRETE CAP TO GRADE	608.00	CY	35.10	21,340.80
14	014	INSTALL CLF ON TOP OF CONCRETE CAP	88.00	Each	57.80	5,086.40
15	015	INSTALL AGG SURFACE LANDSIDE OF CAP	500.00	Ton	39.47	19,735.00
16	016	REMOVAL OF WORK BENCH	5,108.00	CY	32.90	168,053.20
17	017	EXCAVATE FOR RIPRAP	1,178.00	CY	32.90	38,690.40
18	018	INSTALL RIPRAP BEDDING	500.00	TN	34.25	17,125.00
19	019	INSTALL 36 IN RIPRAP	1,940.00	TN	34.61	67,143.40
20	020	RESTORATION OF FLOOD WALL ACCESS	2,000.00	TN	26.58	53,160.00
21	021	RESTORATION OF RAILROAD ACCESS	2,000.00	TN	26.58	53,160.00
22	022	PURCHASE RAILROAD PROTECTIVE INSURANCE	1.00	Each	63,710.50	63,710.50
23	023	QC TESTING	6.00	Month	32,839.99	197,039.94
24	024	GENERAL CONDITIONS	1.00	Each	318,552.50	318,552.50
25	025	CONTINGENCY	1.00	Each	318,552.50	318,552.50
Subtotal:						6,957,770.24
Running Total:						6,957,770.24
GRAND TOTAL:						6,957,770.24

We have an estimate from our CMAR contractor. This is for the downstream wingwall. This is the one that's broken.

UPSTREAM WINGWALL REPAIRS

Proposal						
Line No.	Pay Item No.	Description	Quantity	Unit of Measure	Unit Price	Total Price
		Subtotal Description				
1	001	MOBILIZATION	1.00	LS	226,791.45	226,791.45
2	002	SITE PREP PREPARE STAGING AND LAYDOWN AREAS	1.00	Each	35,990.38	35,990.38
3	003	SITE PREP DEMO WALL	1.00	LS	41,419.13	41,419.13
4	004	BUILD WORK PAD FOR SOIL ANCHOR INSTALLATION	5,905.00	Ton	36.30	214,351.50
6	006	COMMON EXCAVATION	313.00	CY	24.48	7,662.24
8	008	IMPORT AND PLACE SOIL BACKFILL	1,325.00	CY	42.84	56,763.00
9	009	INSTALL SOIL ANCHORS	1.00	LS	594,066.13	594,066.13
10	010	PURCHASE AND INSTALL RE-STEEL	2.00	TN	3,095.95	6,191.90
12	012	INSTALL CONCRETE FOR GROUND ANCHOR END CAPS	1.00	LS	68,089.88	68,089.88
14	014	INSTALL CLF ON TOP OF CONCRETE CAP	88.00	LF	61.14	5,380.32
15	015	INSTALL AGG SURFACE LANDSIDE OF CAP	500.00	Ton	39.48	19,740.00
16	016	REMOVAL OF WORK BENCH	3,192.00	CY	32.91	105,048.72
17	017	EXCAVATE FOR RIPRAP	998.14	CY	32.91	32,848.79
18	018	INSTALL RIPRAP BEDDING	500.00	TN	34.26	17,130.00
19	019	INSTALL 36 IN RIPRAP	1,846.57	TN	34.61	63,909.79
20	020	RESTORATION OF FLOOD WALL ACCESS	500.00	TN	26.58	13,290.00
21	021	RESTORATION OF RAILROAD ACCESS	500.00	TN	26.58	13,290.00
22	022	PURCHASE RAILROAD PROTECTIVE INSURANCE	1.00	Each	31,862.39	31,862.39
23	023	QC TESTING	1.00	Month	34,740.66	34,740.66
24	024	GENERAL CONDITIONS	1.00	Each	108,332.15	108,332.15
25	025	CONTINGENCY	1.00	Each	108,332.15	108,332.15
Subtotal:						1,805,230.58
Running Total:						1,805,230.58
GRAND TOTAL:						1,805,230.58

CONSTRUCTION TOTAL: \$8,763,000.82

We have a \$10M project. We have an estimate for the upstream wingwall while we're there. It's going to fail. I don't know when, it could be tomorrow, it could be in the five years, but it will fail as well. It was built in 1917 or 1910—1917 with the tunnel at the same time. It hasn't been touched since. While we're there, it makes sense to do them both otherwise, we're back to \$10M again to redo this in a few years if we get to that point or its \$8M again.

What we're asking for is an initial \$5M to get down there. Right now, we have a contractor that's out there working with the first \$5M. We basically broke up their work into two phases, Phase One and Phase Two. We've authorized them for Phase One which basically gets them down in the river to do the work that they're doing right now before the river level comes up and they can't get to that work. If we don't approve the additional \$5M, or find some for additional work, we risk that work that they do disappearing when the river level does come up and we also risk additional issues with the railroad. If something happens and the railroad tracks go, we have been told by BNSF that potential fines of a million dollars a day because that's a mainline that it shuts down. We really need to get the work done and that's why we went through the whole CMAR process.

There's also, as I mentioned, that we have FEMA where we're still in the appeal process for FEMA funding. We're also looking at funding from KCMO, as well with the original tunnel agreement and how that all fits in. We're pursuing that as well. There're options to get some of this money back as we move forward.

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

Commissioner Kane asked who is the contractor. **Mr. Shaw** said, I’ll think of it in a minute.

Ms. VonAchen said the key point here is that this is planned to be paid for through debt financing and repaid through storm water revenues, not property tax revenues.

Chairman Bynum said did you get the name of the contractor. **Mr. Shaw**, said yes, ESI is the contractor.

Item No. 7 – 19590...UPDATE: JUVENILE CENTER

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

John Kelly, Director of Buildings & Logistics, said first, thanks for having us tonight. We’re here. We’re going to give a little presentation. I’m going to ask our team to introduce themselves really quick. Gwen Gaegus, TreanorHL; Glen Newkirk and Scott Meade, Newkirk/Novak.

We are going to give you a few slides and also, we have a pretty cool video that we had some help from Dave Reno and our office. That we got a drone video showing how the project is coming along. We plan to use the drone video for future projects like the fire station and the grocery store project, so we’re excited.

Also, tonight, I wanted to make note that through the last probably six months with this particular project, there were some funding concerns with getting the third floor where the courtrooms for the juveniles would be, they are now going to be completed in totality. We’re excited to make sure—everybody was kind of worried how that would look. With Finance, Budget and the County Administrator’s Office, we came to a point where we were able to get the project completely done. We’re excited. I’m going to go ahead and turn it over to Scott who will go over the presentation.

Juvenile Justice Center Project Update



TREANORHL

Scott Meade, Newkirk/Novak, said the first photos are of 8th & Tauromee, the parking lot behind Memorial Hall. To the left you can see the before photos.



8th & Tauromee Parking Lot Project

BEFORE:



AFTER:



TREANORHL

We started in July. To the right is the after photos. Finished and turned the parking lot over to the Unified Government on December 13th. We still have a few punch list items to go. As soon as the weather allows, we'll get those rapped up. That is the parking lot.



Juvenile Justice Center Building Project

Start of Project – September 2018:



**NEWKIRK
NOVAK**
CONSTRUCTION PROJECTS

Current – February 2019



TREANORHL

The next photos are of the buildings. To the left you can see we started September 2018 and then currently to the right in February, where we are right now. This photo was taken a few weeks ago. As of right now, on the first section of structural steel, they're up to the third floor working diligently on the structural steel. We should have that completed by the 1st of April. As soon as that's completed, we'll start with the exterior of the building. By October, we should have that rapped up and we'll start the finishes of the building and turn the building over March 2020.

The next one you can see to the left, some of the steel erections, that's going. They're going quick because that was just a week ago and they're already up to the third floor. To the right, some of the sleeping cell masonry you can see. It's ongoing as of right now.



Juvenile Justice Center Building Project

Steel Erection & Concrete Slab:



**NEWKIRK
NOVAK**
CONSTRUCTION PROJECTS

Sleeping Cells Masonry:



TREANORHL

(The video was played. It can be accessed @
<https://www.facebook.com/cityofkck/videos/394778281333501/>)

Mr. Kelly said that was our presentation. With that type of footage that we just saw there, we hope to bring that to you guys for our future projects to come. It kind of gives a different view of how that project looks. If you guys were to drive by here in the next day or so to look at the project, just from the time that video was shot, which I think a week and a half ago we had that done, it just drastically changed. We're going to try to bring that as this project—it's such a bigger scale, we might do one to two more videos like that. As I said, it's something we plan on doing with other projects to kind of show you guys firsthand how things look.

Commissioner Philbrook said I want to thank Dan Reno. He's kind of a very progressive young man. I appreciate his look at things, his viewpoint. Yes, we need to utilize him and work his little fanny off.

Having said that, I really do appreciate the fact that you managed to come in on budget and to get that third floor done for the judicial folks. That was one of the whole points of having that particular facility was so we didn't walk them across the open areas; that they were seen within the same structure. Thank you very much for managing to put it together however you did that. I'm not asking questions. Thank you very much. I appreciate that.

Chairman Bynum said it is fascinating to watch. I am literally directly across the street. I'm in the middle of the construction zone every day. It's just kind of mesmerizing to see the project go up. I know it creates a little headache here and there, but those headaches will be over someday. It's wonderful to have the new parking open in addition. That is also looking very nice.

Mr. Kelly said I would just note real quick, this is our first CMAR project that we've done for our organization. Newkirk/Novak and working with Treanor, have been a great team. We're really pleased with all the efforts that everyone has been putting toward this project. So far, it's been pretty smooth. **Chairman Bynum** said it really has.

Commissioner Markley asked what does CMAR mean. **Mr. Kelly** said Construction Management at Risk.

Chairman Bynum said we thank you for coming, and we look forward to more updates.

Action: Information only.

Chairman Bynum adjourned the meeting at 5:22 p.m.

ade



Staff Request for Commission Action

Tracking No. 19679

Full Commission Meeting Date: 5/9/19

Committee: Public Works & Safety

Date of Standing Committee Action: 4/22/19

(If none, please explain):

Publication Required: No

<u>Date:</u> 4/2/2019	<u>Contact Name:</u> James Bain	<u>Contact Phone:</u> x5077	<u>Contact Email:</u> jbain@wycokck.org	<u>Department/Division:</u> Legal
<u>Item Description:</u> Project Name: Pump Station 4 & 5 Improvement Project – CMIP 6131 A resolution declaring that this project is necessary and valid improvement project, submitted by James Bain, Assistant Counsel. This project is making needed improvements to pump stations 4 & 5, located at Kansas Avenue and S. 51 st Street. This Resolution directs the Chief Counsel to cause a survey and description of such parcels to be undertaken and prepared by a licensed land surveyor or a professional engineer to identify and describe the property to be acquired for this project, and to submit an Ordinance authorizing the exercise of eminent domain and to undertake all other necessary actions to complete the acquisition of such parcels.				
<u>Action Requested:</u> To adopt the resolution.				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> 1 Resolution.Pump Station 4 and 5				

(Published _____)

RESOLUTION NO. _____

A RESOLUTION declaring the necessity and authorizing a survey and descriptions of lands necessary to be condemned for the construction, maintenance, operation, use and repair of the **Pump Station 4 & 5 Improvement Project (CMIP 6131)**, all in Wyandotte County, Kansas.

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

SECTION 1. It is hereby found and determined necessary that certain lands be condemned for public use providing for land necessary for construction, maintenance, operation, use and repair of the **Pump Station 4 & 5 Improvement Project (CMIP 6131)**. The project is making needed improvements to pump stations 4 & 5, located at Kansas Avenue and S. 51st Street. This project is all in Wyandotte County, Kansas.

SECTION 2. The Board of Commissioners hereby directs and authorizes its Chief Counsel to cause a survey and description of such parcels to be undertaken and filed with the Clerk of Wyandotte County/Kansas City, Kansas; to thereafter prepare and submit to the Board of Commissioners an ordinance authorizing the exercise of eminent domain with respect to such parcels; and upon approval of the same by the Board of Commissioners to initiate eminent domain proceedings in the District Court of Wyandotte County, and to undertake all other necessary actions to complete acquisition of such parcels.

SECTION 3. This resolution shall be published once in the official County, newspaper, The Wyandotte Echo.

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

THIS _____ DAY OF _____, 2019.

UNIFIED GOVERNMENT CLERK

APPROVED AS TO FORM:

James Bain
Assistant Counsel



Staff Request for Commission Action

Tracking No. 19680

Full Commission Meeting Date: 5/9/19

Committee: Public Works & Safety

Date of Standing Committee Action: 4/22/19

(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>
4/2/2019	James Bain	x5077	jbain@wycokck.org	Legal

Item Description:

Project Name: 2019 Storm Sewer R & R Project – CMIP 5303

A resolution declaring that this project is necessary and valid improvement project, submitted by James Bain, Assistant Counsel. This project is to perform needed repairs, conveyance and capacity improvements throughout the city. This Resolution directs the Chief Counsel to cause a survey and description of such parcels to be undertaken and prepared by a licensed land surveyor or a professional engineer to identify and describe the property to be acquired for this project, and to submit an Ordinance authorizing the exercise of eminent domain and to undertake all other necessary actions to complete the acquisition of such parcels.

Action Requested:

To adopt the resolution.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

1 Resolution.2019 Sorm Sewer RR

(Published _____)

RESOLUTION NO. _____

A RESOLUTION declaring the necessity and authorizing a survey and descriptions of lands necessary to be condemned for the construction, maintenance, operation, use and repair of the **2019 Storm Sewer R & R Project (CMIP 5303)**, all in Wyandotte County, Kansas.

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

SECTION 1. It is hereby found and determined necessary that certain lands be condemned for public use providing for land necessary for construction, maintenance, operation, use and repair of the **2019 Storm Sewer R & R Project (CMIP 5303)**. The project is to perform needed repairs, conveyance and capacity improvements throughout the city. This project is all in Wyandotte County, Kansas.

SECTION 2. The Board of Commissioners hereby directs and authorizes its Chief Counsel to cause a survey and description of such parcels to be undertaken and filed with the Clerk of Wyandotte County/Kansas City, Kansas; to thereafter prepare and submit to the Board of Commissioners an ordinance authorizing the exercise of eminent domain with respect to such parcels; and upon approval of the same by the Board of Commissioners to initiate eminent domain proceedings in the District Court of Wyandotte County, and to undertake all other necessary actions to complete acquisition of such parcels.

SECTION 3. This resolution shall be published once in the official County, newspaper, The Wyandotte Echo.

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

THIS _____ DAY OF _____, 2019.

UNIFIED GOVERNMENT CLERK

APPROVED AS TO FORM:

James Bain
Assistant Counsel



Staff Request for Commission Action

Tracking No. 19683

Full Commission Meeting Date: 5/9/19

Committee: Public Works & Safety

Date of Standing Committee Action: 4/22/19

(If none, please explain):

Publication Required: No

<u>Date:</u> 4/5/2019	<u>Contact Name:</u> Melissa Sieben, Misty Brown, Jeff Fisher, Sarah White	<u>Contact Phone:</u> x5017, x5067, x5415, x5724	<u>Contact Email:</u> msieben@wycokck.org, mbrown@wycokck.org, jfisher@wycokck.org, sfjell@wycokck.org	<u>Department/Division:</u> Administrator's Office
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Item Description:

Armourdale and Central Industrial District Levee Unit Improvement Project

- Synopsis: Attached is a copy of the Project Partnership Agreement ("PPA") between the Army Corps of Engineers, Kaw Valley Drainage District, the City of Kansas City, Missouri and the Unified Government for the Armourdale and Central Industrial District Levee Unit Improvement Project. The PPA sets out to increase the degree of protection of the Armourdale and Central industrial District Levee Unit and sets out cost sharing requirements. The agreement states the following:
- The project anticipates improvements to pump stations and drainage structures, underseepage and stability control measures, modification to closures structures, increasing the height of existing levees and floodwalls and utility relocations.
- The Army will design the project. Total design costs are projected to be \$4,326,000.00, and the non-federal sponsor's share is estimated to be \$1,514,000.00 which is to be paid by KVDD, KCMO, and the UG
- The Army will undertake construction of the project at full federal expense to the extent that BBA 2018 funds are available for this project. To date, there is \$365,510,000.00 in BBA 2018 funds available for the project.
- When the construction of the project or a portion is considered complete, the Army will notify the non-federal sponsors. The non-federal sponsors shall take over the operation and maintenance of the project.
- The non-federal sponsors agree to inform those with an interest about the risks of the project, participate in floodplain management and flood insurance programs, prepare a floodplain management plan for the project within one year after the effective date of this agreement and implement it within one year after construction in completed, publicize flood plain information, and prevent encroachment.
- The non-federal sponsors shall acquire the necessary real property interest and access agreements for the project, construct the placement areas improvements, and ensure that needed relocations occur. The non-federal sponsors may request that the Army do this themselves using BBA funds.
- The non-federal sponsor agree to undertake investigations to identify any hazardous substances and repair or rehabilitate the project in a manner that will not cause liability to arise.
- BBA 2018 funds may be used to reimburse the non-federal sponsors for acquiring real property interests, constructing placement improvements, relocations, and to conduct investigations for hazardous substances.
- If there is a determination that the BBA 2018 funds are insufficient to complete the project, the project shall be suspended until the parties execute an amendment that provides for cost sharing of the remaining work.

Action Requested:

Consider approval of the Armourdale and Central Industrial District Project Partnership agreement with the US Army Corps of

Engineers, the City of Kansas City, MO, Unified Government and Kaw Valley Drainage District.
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):
<u>Attachments List:</u> PPA.Explanation.Memo (003), PPA.Resolution, Armourdale.PPA



**LEGAL DEPARTMENT of the UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS**

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Wendy M. Green
Casey L. Meyer
Daniel E. Kuhn
Jeffrey Conway
Kathryn M. Devlin
Edward James Bain**

**Prosecutors
Francis Givens**

MEMORANDUM

TO: Board of County Commissioners

FROM: Misty Brown, Deputy Chief Counsel

DATE: April 5, 2019

RE: Armourdale and Central Industrial District Levee Unit Improvement Project

- **Synopsis:** Attached is a copy of the Project Partnership Agreement (“PPA”) between the Army Corps of Engineers, Kaw Valley Drainage District, the City of Kansas City, Missouri and the Unified Government for the Armourdale and Central Industrial District Levee Unit Improvement Project. The PPA sets out to increase the degree of protection of the Armourdale and Central industrial District Levee Unit and sets out cost sharing requirements. The agreement states the following:
- The project anticipates improvements to pump stations and drainage structures, underseepage and stability control measures, modification to closures structures, increasing the height of existing levees and floodwalls and utility relocations.
- The Army will design the project. Total design costs are projected to be \$4,326,000.00, and the non-federal sponsor’s share is estimated to be \$1,514,000.00 which is to be paid by KVDD, KCMO, and the UG
- The Army will undertake construction of the project at full federal expense to the extent that BBA 2018 funds are available for this project. To date, there is \$365,510,000.00 in BBA 2018 funds available for the project.
- When the construction of the project or a portion is considered complete, the Army will notify the non-federal sponsors. The non-federal sponsors shall take over the operation and maintenance of the project.
- The non-federal sponsors agree to inform those with an interest about the risks of the project, participate in floodplain management and flood insurance programs, prepare a floodplain management plan for the project within one year after the effective date of this agreement

and implement it within one year after construction is completed, publicize flood plain information, and prevent encroachment.

- The non-federal sponsors shall acquire the necessary real property interest and access agreements for the project, construct the placement areas improvements, and ensure that needed relocations occur. The non-federal sponsors **may** request that the Army do this themselves using BBA funds.
- The non-federal sponsor agree to undertake investigations to identify any hazardous substances and repair or rehabilitate the project in a manner that will not cause liability to arise.
- BBA 2018 funds may be used to reimburse the non-federal sponsors for acquiring real property interests, constructing placement improvements, relocations, and to conduct investigations for hazardous substances.
- If there is a determination that the BBA 2018 funds are insufficient to complete the project, the project shall be suspended until the parties execute an amendment that provides for cost sharing of the remaining work.

RESOLUTION NO. _____

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

That the Mayor of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby authorized and directed to execute in the name of the Unified Government and the Unified Government Clerk is authorized and directed to attach the seal of the Unified Government thereto as the voluntary act of the Unified Government the Project Partnership Agreement between the Department of Army and the Unified Government of Wyandotte County/ Kansas City, Kansas and the Kaw Valley Drainage District of Kansas City, Wyandotte County, Kansas and the City of Kansas City, Missouri for the Armourdale and Central Industrial District Levee Unit Flood Risk Management Project. The Mayor, County Administrator and Unified Government employees are directed to take any action required and to execute any instruments necessary to satisfy the intent of this Resolution.

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

UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS

By:

David Alvey
Mayor/Chief Executive

(SEAL)
ATTEST

Unified Government Clerk

Approved as To Form:

Misty S. Brown, Deputy Chief Counsel

PROJECT PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE KAW VALLEY DRAINAGE DISTRICT
OF KANSAS CITY, WYANNDOTTE COUNTY, KS;
THE UNIFIED GOVERNMENT
OF WYANNDOTTE COUNTY, KANSAS AND KANSAS CITY, KANSAS;
AND
THE CITY OF KANSAS CITY, MISSOURI
FOR
THE ARMOURDALE AND CENTRAL INDUSTRIAL DISTRICT LEVEE UNITS
FLOOD RISK MANAGEMENT PROJECT

THIS AGREEMENT is entered into this _____ day of _____, _____, by and between the Department of the Army (hereinafter the "Government"), represented by the Commander, Northwestern Division, U.S. Army Corps of Engineers, and the Kaw Valley Drainage District of Wyandotte County, Kansas, represented by the President of the Board of Directors, and the Unified Government of Wyandotte County, Kansas and Kansas City, Kansas, represented by the County Administrator, and the City of Kansas City, Missouri, represented by the Director of Water Services. The Kaw Valley Drainage District of Wyandotte County, Kansas; the Unified Government of Wyandotte County, Kansas and Kansas City, Kansas; and the City of Kansas City, Missouri are hereinafter referred to as the "Non-Federal Sponsors".

WITNESSETH, THAT:

WHEREAS, construction of the Missouri River and Tributaries project for flood risk management at Kansas City, Missouri and Kansas (hereinafter the "Authorized Project") was authorized by the Flood Control Acts of 1936, 1944, 1946, and 1954;

WHEREAS, the Authorized Project was modified by Section 1401(2)(2) of the Water Resources Development Act of 2016, Public Law 114-322, to increase the degree of protection for the Armourdale and Central Industrial District Levee Units on the Kansas River of the Authorized Project (hereinafter, the "Project", as defined in Article I.A. of this Agreement);

WHEREAS, Section 103 of the Water Resources Development Act of 1986, as amended (33 U.S.C. 2213), specifies the cost-sharing requirements applicable to the Project;

WHEREAS, the Assistant Secretary of the Army (Civil Works) determined on January 17, 2019 that the Project shall be treated as an ongoing construction project under Title IV, Division B of the Bipartisan Budget Act of 2018, Public Law 115-123 enacted February 9, 2018 (hereinafter "BBA 2018");

WHEREAS, notwithstanding Section 103 of the Water Resources Development Act of 1986, as amended, BBA 2018 authorizes construction of the Project at full Federal expense to the extent that appropriations provided under the Construction heading of the BBA 2018 are available and used for such purpose;

WHEREAS, non-BBA 2018 Federal Investigation funds previously provided for design of the Project will be cost-shared pursuant to the Design Agreement that was executed on January 18, 2019;

WHEREAS, the provisions of Section 902 of the Water Resources Development Act of 1986, as amended, do not apply to the funds provided in BBA 2018 that will be used for construction of the Project;

WHEREAS, 33 U.S.C. 701h authorizes the Government to undertake, at the Non-Federal Sponsors' full expense, additional work while the Government is carrying out the Project; and

WHEREAS, the Government and the Non-Federal Sponsors have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that Section 221 of the Flood Control Act of 1970, as amended (42 U.S.C. 1962d-5b), provides that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I – DEFINITIONS

A. The term “Project” means modifications and improvements to the Armourdale and Central Industrial District Levee Units along the Kansas River to increase project capabilities and reliability, including, but not limited to, improvements to pump stations and drainage structures, underseepage and stability control measures, modifications to closure structures, increasing the height of existing levees and floodwalls, and utility relocations, as generally described in the Kansas Citys, Missouri and Kansas, Flood Risk Management Project, Final Feasibility Report, dated May 2014 and approved by the Chief of Engineers on January 27, 2015.

B. The term “real property interests” means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material placement areas. Acquisition of real property interests may require the performance of relocations.

C. The term “relocation” means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad (excluding existing railroad bridges and approaches thereto), or public facility when such action is required in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

D. The term “placement area improvements” means the improvements required on real property interests to enable the ancillary placement of material that has been dredged or excavated during construction, operation, and maintenance of the Project, including, but not limited to, retaining dikes, wasteweirs, bulkheads, embankments, monitoring features, stilling basins, and de-watering pumps and pipes.

E. The term “functional portion thereof” means a portion of the Project that has been completed and that can function independently, as determined in writing by the District Commander for Kansas City District (hereinafter the “District Commander”), although the remainder of the Project is not yet complete.

F. The term “betterment” means a difference in construction of an element of the Project that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to construction of that element.

G. The term “fiscal year” means one year beginning on October 1st and ending on September 30th of the following year.

H. The term “additional work” means items of work related to, but not cost shared as a part of, the Project that the Government will undertake on the Non-Federal Sponsors’ behalf while the Government is carrying out the Project, with the Non-Federal Sponsors responsible for all costs and any liabilities associated with such work.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall complete design and undertake construction of the Project. As of the effective date of this Agreement, the amount of BBA 2018 funds available for the Project is estimated at \$365,510,000.

B. In accordance with Article III, the Non-Federal Sponsors shall provide the real property interests, placement area improvements, and relocations required for construction, operation, and maintenance of the Project.

C. To the extent practicable and in accordance with Federal law, regulations, and policies, the Government shall afford the Non-Federal Sponsors the opportunity to review and comment on solicitations for contracts, including relevant plans and specifications, prior to the Government’s issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

D. The Government, as it determines necessary, shall undertake actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in the National Historic Preservation Act (NHPA) of

1966, as amended. All costs incurred by the Government for such work (including the mitigation of adverse effects other than data recovery) shall be included in construction costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount authorized to be appropriated for the Project may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for the Project, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsors from voluntarily contributing costs associated with data recovery that exceed 1 percent.

E. When the District Commander determines that construction of the Project, or a functional portion thereof, is complete, within 30 calendar days of such determination, the District Commander shall so notify the Non-Federal Sponsors in writing and the Non-Federal Sponsors, at no cost to the Government, shall operate, maintain, repair, rehabilitate, and replace the Project, or such functional portion thereof. The Government shall furnish the Non-Federal Sponsors with an Operation, Maintenance, Repair, Rehabilitation, and Replacement Manual (hereinafter the "OMRR&R Manual") and copies of all as-built drawings for the completed work.

1. The Non-Federal Sponsors shall conduct their operation, maintenance, repair, rehabilitation, and replacement responsibilities in a manner compatible with the authorized purpose of the Project and in accordance with applicable Federal laws and specific directions prescribed by the Government in the OMRR&R Manual. The Government and the Non-Federal Sponsors shall consult on any subsequent updates or amendments to the OMRR&R Manual.

2. The Government may enter, at reasonable times and in a reasonable manner, upon real property interests that the Non-Federal Sponsors now or hereafter own or control to inspect the Project, and, if necessary, to undertake any work necessary to the functioning of the Project for its authorized purpose. If the Government determines that the Non-Federal Sponsors are failing to perform their obligations under this Agreement and the Non-Federal Sponsors do not correct such failures within a reasonable time after notification by the Government, the Government, at its sole discretion, may undertake any operation, maintenance, repair, rehabilitation, or replacement of the Project. No operation, maintenance, repair, rehabilitation, or replacement by the Government shall relieve the Non-Federal Sponsors of their obligations under this Agreement or preclude the Government from pursuing any other remedy at law or equity to ensure faithful performance of this Agreement.

F. Not less than once each year, the Non-Federal Sponsors shall inform affected interests of the extent of risk reduction afforded by the Project.

G. The Non-Federal Sponsors shall participate in and comply with applicable Federal floodplain management and flood insurance programs.

H. In accordance with Section 402 of the Water Resources Development Act of 1986, as amended (33 U.S.C. 701b-12), the Non-Federal Sponsors shall prepare a floodplain management plan for the Project within one year after the effective date of this Agreement and shall implement such plan not later than one year after completion of construction of the Project. The plan shall be designed to reduce the impacts of future flood events in the project area, including but not limited to, addressing those measures to be undertaken by non-Federal interests to preserve the level of flood risk reduction provided by such work. The Non-Federal Sponsors shall provide an information copy of the plan to the Government.

I. The Non-Federal Sponsors shall publicize floodplain information in the area concerned and shall provide this information to zoning and other regulatory agencies for their use in adopting regulations, or taking other actions, to prevent unwise future development and to ensure compatibility with the Project.

J. The Non-Federal Sponsors shall prevent obstructions or encroachments on the Project (including prescribing and enforcing regulations to prevent such obstructions or encroachments) that might reduce the level of flood risk reduction the Project affords, hinder operation and maintenance of the Project, or interfere with the Project's proper function.

K. The Non-Federal Sponsors shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Project. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

L. In carrying out its obligations under this Agreement, the Non-Federal Sponsors shall comply with all the requirements of applicable Federal laws and implementing regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964 (P.L. 88-352), as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

M. In addition to the ongoing, regular discussions of the parties in the delivery of the Project, the Government and the Non-Federal Sponsors may establish a Project Coordination Team to discuss significant issues or actions. The Non-Federal Sponsors shall be solely responsible for any costs it incurs for participation in the Project Coordination Team, without reimbursement by the Government.

N. The Non-Federal Sponsors may request in writing that the Government perform betterments or additional work on behalf of the Non-Federal Sponsors. Each request shall be subject to review and written approval by the Division Commander for Northwestern Division (hereinafter the "Division Commander"). If the Government agrees to such request, the Government shall provide written notice to the Non-Federal Sponsors of the amount of funds required to cover such costs in advance of the Government performing such work.

1. As of the effective date of this Agreement, the costs for betterments are projected to be \$0 and the costs for additional work are projected to be \$0. Such costs are not included as part of the estimated total cost of the Project.

2. No later than 60 calendar days of receiving written notice from the Government of the costs of betterments or additional work, the Non-Federal Sponsors shall make the full amount of such required funds available to the Government by delivering a check payable to "FAO, USAED, Kansas City (G5)" to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. If at any time the Government determines that additional funds are required to cover such costs, the Non-Federal Sponsors shall provide those funds within 30 calendar days from receipt of written notice from the Government.

ARTICLE III - REAL PROPERTY INTERESTS, PLACEMENT AREA IMPROVEMENTS, RELOCATIONS, AND COMPLIANCE WITH PUBLIC LAW 91-646, AS AMENDED

A. The Government, after consultation with the Non-Federal Sponsors, shall determine the real property interests needed for construction, operation, and maintenance of the Project. The Government shall provide the Non-Federal Sponsors with general written descriptions, including maps as appropriate, of the real property interests that the Government determines the Non-Federal Sponsors must provide for construction, operation, and maintenance of the Project, and shall provide the Non-Federal Sponsors with a written notice to proceed with acquisition. The Non-Federal Sponsors shall acquire the real property interests and shall provide the Government with authorization for entry thereto in accordance with the Government's schedule for construction of the Project. The Non-Federal Sponsors shall ensure that real property interests provided for the Project are retained in public ownership for uses compatible with the authorized purposes of the Project.

B. The Government, after consultation with the Non-Federal Sponsors, shall determine the placement area improvements necessary for construction, operation, and maintenance of the Project, and shall provide the Non-Federal Sponsors with general written descriptions, including maps as appropriate, of such improvements and shall provide the Non-Federal Sponsors with a written notice to proceed with such improvements. The Non-Federal Sponsors shall construct the improvements in accordance with the Government's construction schedule for the Project.

C. The Government, after consultation with the Non-Federal Sponsors, shall determine the relocations necessary for construction, operation, and maintenance of the Project, and shall provide the Non-Federal Sponsors with general written descriptions, including maps as appropriate, of such relocations and shall provide the Non-Federal Sponsors with a written notice to proceed with such relocations. The Non-Federal Sponsors shall perform or ensure the performance of these relocations in accordance with the Government's construction schedule for the Project.

D. To the maximum extent practicable, not later than 30 calendar days after the Government provides to the Non-Federal Sponsors written descriptions and maps of the real property interests, placement area improvements, and relocations required for construction, operation, and maintenance of the Project, the Non-Federal Sponsors may request in writing that the Government acquire all or specified portions of such real property interests, construct placement area improvements, or perform the necessary relocations. If the Government, in its sole discretion, agrees to such a request, the Government, on behalf of the Non-Federal Sponsors, shall acquire such real property interests, construct such placement area improvements, and perform such relocations using BBA 2018 funds, applying Federal laws, policies, and procedures. The Government shall acquire real property interests in the name of the Non-Federal Sponsors except, if acquired by eminent domain, the Government shall convey all of its right, title and interest to the Non-Federal Sponsors by quitclaim deed or deeds. The Non-Federal Sponsors shall accept delivery of such deed or deeds. The Government's providing real property interests, placement area improvements, or performing relocations on behalf of the Non-Federal Sponsors does not alter the Non-Federal Sponsors' responsibility under Article IV for the costs of any cleanup and response related thereto.

E. As required by Sections 210 and 305 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4630 and 4655), and Section 24.4 of the Uniform Regulations contained in 49 C.F.R. Part 24, the Non-Federal Sponsors assure that (1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under Sections 4622, 4623 and 4624 of Title 42 of the U.S. Code; (2) relocation assistance programs offering the services described in Section 4625 of Title 42 of the U.S. Code shall be provided to such displaced persons; (3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with Section 4625(c)(3) of Title 42 of the U.S. Code; (4) in acquiring real property, the Non-Federal Sponsors will be guided, to the greatest extent practicable under State law, by the land acquisition policies in Section 4651 and the provision of Section 4652 of Title 42 of the U.S. Code; and (5) property owners will be paid or reimbursed for necessary expenses as specified in Sections 4653 and 4654 of Title 42 of the U.S. Code.

ARTICLE IV - HAZARDOUS SUBSTANCES

A. The Non-Federal Sponsors shall be responsible for undertaking any investigations to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675), that may exist in, on, or under real property interests required for construction, operation, and maintenance of the Project. However, for real property interests that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Commander provides the Non-Federal Sponsors with prior specific written direction, in which case the Non-Federal Sponsors shall perform such investigations in accordance with such written direction.

B. In the event it is discovered that hazardous substances regulated under CERCLA exist in, on, or under any of the required real property interests, within 15 calendar days of such discovery, the Non-Federal Sponsors and the Government, in addition to providing any other notice required by applicable law, shall provide written notice to each other, and the Non-Federal Sponsors shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsors should proceed.

C. If hazardous substances regulated under CERCLA are found to exist in, on, or under any required real property interests, the parties shall consider any liability that might arise under CERCLA and determine whether to initiate construction, or if already initiated, whether to continue construction, suspend construction, or terminate construction.

1. Should the parties initiate or continue construction, the Non-Federal Sponsors shall be responsible, as between the Government and the Non-Federal Sponsors, for the costs of cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall be paid solely by the Non-Federal Sponsors without reimbursement by the Government.

2. In the event the parties cannot reach agreement on how to proceed or the Non-Federal Sponsors fail to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsors' responsibilities under this Article upon direction by the Government, the Government may suspend or terminate construction, but may undertake any actions it determines necessary to avoid a release of such hazardous substances.

D. In the event of a discovery, the Non-Federal Sponsors and the Government shall initiate consultation with each other within 15 calendar days in an effort to ensure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. As between the Government and the Non-Federal Sponsors, the Non-Federal Sponsors shall be considered the operator of the Project for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsors shall operate, maintain, repair, rehabilitate, and replace the Project in a manner that will not cause liability to arise under CERCLA.

ARTICLE V - REIMBURSEMENT

A. The Government, in accordance with the provisions of this Article and subject to the availability of BBA 2018 funds, shall reimburse the Non-Federal Sponsors for costs it incurs to acquire real property interests from private owners, to construct placement area improvements, to perform relocations, and to conduct investigations for hazardous substances determined by the Government to be required for construction, operation, and maintenance of the Project.

B. To the maximum extent practicable, no later than 3 months after it provides the Government with authorization for entry onto a real property interest or pays compensation to the private owner, whichever occurs later, the Non-Federal Sponsors shall provide the Government with documents sufficient to determine the amount of reimbursement to be provided for the real property interest in accordance with paragraphs C.1. of this Article. To the maximum extent practicable, no less frequently than on a quarterly basis, the Non-Federal Sponsors shall provide the Government with documentation sufficient for the Government to determine the amount of reimbursement to be provided for other reimbursable items in accordance with paragraph C. of this Article.

C. The Government and the Non-Federal Sponsors agree that the amount of costs eligible for reimbursement shall be determined and reimbursed in accordance with the following procedures, requirements, and conditions. Such costs shall be subject to audit in accordance with Article IX.B. to determine reasonableness, allocability, and allowability of costs.

1. Real Property Interests.

a. General Procedure. Only costs associated with real property interests acquired from private owners after the effective date of this Agreement are eligible for reimbursement. The Non-Federal Sponsors shall obtain, for each real property interest acquired from a private owner, an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government.

(1) Date of Valuation. The fair market value of real property interests acquired by the Non-Federal Sponsors after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.

(2) Except for real property interests acquired through eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsors shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsors provide the Government with an authorization for entry for such interest or concludes the acquisition of the interest through negotiation or eminent domain proceedings, whichever occurs later. If, after coordination and consultation with the Government, the Non-Federal Sponsors are unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for reimbursement purposes.

(3) The Government shall reimburse the Non-Federal Sponsors the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsors exceed the approved appraised amount, the Government, at the request of the Non-Federal Sponsors, shall consider all factors relevant to determining fair

market value and, in its sole discretion, after consultation with the Non-Federal Sponsors, may approve in writing an amount greater than the appraised amount for reimbursement purposes.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsors shall notify the Government in writing of their intent to institute such proceedings and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsors shall use the amount set forth in such appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If the Government provides written disapproval of the appraisals, the Government and the Non-Federal Sponsors shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event the issues cannot be resolved, the Non-Federal Sponsors may use the amount set forth in their appraisal as the estimate of just compensation for purpose of instituting the eminent domain proceeding. The fair market value for reimbursement purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

c. Waiver of Appraisal. Except as required by paragraph C.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2):

(1) the private owner is donating the real property interest to the Non-Federal Sponsors and releases the Non-Federal Sponsors in writing from their obligation to appraise the real property interest, and the Non-Federal Sponsors submit to the Government a copy of the owner's written release; or

(2) the Non-Federal Sponsors determine that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the real property interest proposed for acquisition is estimated at \$25,000 or less, based on a review of available data. When the Non-Federal Sponsors determine that an appraisal is unnecessary, the Non-Federal Sponsors shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. When the anticipated value of the real property interest exceeds \$10,000, the Non-Federal Sponsors must offer the private owner the option of having the Non-Federal Sponsors appraise the real property interest.

d. Incidental Costs. The Government shall reimburse the Non-Federal Sponsors for incidental costs, documented to the satisfaction of the Government, that it incurs in acquiring from private owners any real property interests required pursuant to Article III for the Project. Such incidental costs shall include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.E., and other payments by the Non-Federal Sponsors for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of a real property interest pursuant to Article III.

2. Placement Area Improvements. The Government shall reimburse the Non-Federal Sponsors for costs, documented to the satisfaction of the Government, it incurs in constructing the placement area improvements required for the Project. Only placement area improvements provided after the effective date of this Agreement are eligible for reimbursement. Such costs shall include, but not necessarily be limited to, actual costs of constructing the improvements; planning, engineering, and design costs; supervision and administration costs; and documented incidental costs associated with providing the improvements, but shall not include any costs associated with betterments, as determined by the Government.

3. Relocations. The Government shall reimburse the Non-Federal Sponsors for costs, documented to the satisfaction of the Government, that it incurs in performing relocations directly related to construction, operation, and maintenance of the Project. Only relocations performed after the effective date of this Agreement are eligible for reimbursement.

a. For a relocation other than a highway, the costs eligible for reimbursement shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

b. For a relocation of a highway, which is any highway, roadway, or street, including any bridge thereof, that is owned by a public entity, the value shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the States of Kansas and Missouri would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

c. Relocation costs include actual costs of performing the relocation; planning, engineering, and design costs; supervision and administration costs; and documented incidental costs associated with performance of the relocation, as determined by the Government. Relocation costs do not include any costs associated with betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available.

4. Investigations for Hazardous Substances. The Government shall reimburse the Non-Federal Sponsors for costs, documented to the satisfaction of the Government, it incurs in conducting investigations for hazardous substances in accordance with Article IV.A. Only investigations for hazardous substances performed after the effective date of this Agreement are eligible for reimbursement.

5. Compliance with Federal Labor Laws. Any reimbursement afforded under the terms of this Agreement is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act), and reimbursement may be withheld, in whole or in part, as a result of the Non-Federal Sponsors' failure to comply with its obligations under these laws.

Notwithstanding any other provision of this Agreement, the Non-Federal Sponsors shall not be entitled to reimbursement for real property interests that were previously provided as an item of local cooperation for another Federal project, any costs incurred by the Non-Federal Sponsors using Federal program funds, any costs incurred prior to the effective date of this Agreement, or real property interests (other than those acquired through relocations) that are owned or controlled by public entities.

ARTICLE VI - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsors fail to fulfill their obligations under this Agreement, the Government may suspend or terminate construction of the Project unless the Assistant Secretary of the Army (Civil Works) determines that continuation of such work is in the interest of the United States or is necessary in order to satisfy agreements with other non-Federal interests.

B. If the Government determines at any time that the Federal funds made available in BBA 2018 for construction of the Project are not sufficient to complete such work, the Government shall so notify the Non-Federal Sponsors in writing within 30 calendar days, and upon exhaustion of such funds, the Government shall suspend construction until the parties execute an amendment to this Agreement that provides for cost-sharing of the remaining work.

C. If hazardous substances regulated under CERCLA are found to exist in, on, or under any required real property interests, the parties shall follow the procedures set forth in Article IV.

D. In the event of termination, the parties shall conclude their activities relating to construction of the Project. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of real property acquisition, resolution of contract claims, and resolution of contract modifications.

E. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsors pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE VII - HOLD AND SAVE

The Non-Federal Sponsors shall hold and save the Government free from all damages arising from design, construction, operation, maintenance, repair, rehabilitation, and replacement of the Project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE VIII - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE IX - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsors of books, records, documents, or other evidence pertaining to Project costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsors shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Project. Government audits shall be conducted in accordance with applicable Government cost principles and regulations.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsors to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsors, provide to the Non-Federal Sponsors or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsors' activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsors without reimbursement by the Government.

ARTICLE X - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsors both act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. No party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XI - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsors:

President of the Board of Directors
Kaw Valley Drainage District
719 Osage Avenue
Kansas City, KS 66115

And

County Administrator
Unified Government of Wyandotte County, Kansas and Kansas City, Kansas
701 North 7th Street
Kansas City, KS 66101

And

Director of Water Services
City of Kansas City, Missouri
4800 E. 63rd Street
Kansas City, MO 64130

If to the Government:

Program Manager, CENWK-PMC
Kansas City Levees Program
U.S. Army Corps of Engineers, Kansas City District
601 E. 12th Street, 5th Floor
Kansas City, MO 64106

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIII - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

ARTICLE XIV - JOINT AND SEVERAL RESPONSIBILITY OF THE NON-FEDERAL SPONSORS

The obligations and responsibilities of the Non-Federal Sponsors shall be joint and several, such that each Non-Federal Sponsor shall be liable for the whole performance of the obligations and responsibilities of the Non-Federal Sponsors under the terms and provisions of this Agreement. The Government may demand the whole performance of said obligations and responsibilities from either of the entities designated herein as one of the Non-Federal Sponsors.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Commander, Northwestern Division, U.S. Army Corps of Engineers.

DEPARTMENT OF THE ARMY

KAW VALLEY DRAINAGE DISTRICT OF
WYANDOTTE COUNTY, KANSAS AND
KANSAS CITY, KS

BY: _____
Douglas B. Guttormsen
Colonel, Corps of Engineers
District Engineer

BY: _____
James L. Jenkins
President, Board of Directors

DATE: _____

DATE: _____

UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY, KANSAS AND KANSAS CITY,
KANSAS

BY: _____
Douglas Bach
County Administrator

DATE: _____

CITY OF KANSAS CITY, MISSOURI

BY: 
Terry Leeds
Director, Water Services Department

DATE: 3/21/19

CERTIFICATE OF AUTHORITY

I, Cecilia Abbott, do hereby certify that I am the principal legal officer of the City of Kansas City, Missouri and that the City of Kansas City, Missouri is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the City of Kansas City, Missouri in connection with the Armourdale and Central Industrial District Levee Units Flood Risk Management Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of the Agreement, as required by Section 221 of the Flood Control Act of 1970, as amended (42 U.S.C. 1962d-5b), and that the person who executed the Agreement on behalf of the City of Kansas City, Missouri acted within their statutory authority.

21st IN WITNESS WHEREOF, I have made and executed this certification this day of March 2019.

Cecilia Abbott

City Attorney
Kansas City, Missouri

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Terry Leeds
Director, Water Services Department

DATE: 3/21/19

**NON-FEDERAL SPONSOR'S
SELF-CERTIFICATION OF FINANCIAL CAPABILITY
FOR AGREEMENTS**

I, Terry Leeds, do hereby certify that I am the Director of the Water Services Department of the City of Kansas City, Missouri (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the Armourdale and Central Industrial District Levee Units Flood Risk Management Project; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under the Project Partnership Agreement for the Armourdale and Central Industrial District Levee Units Flood Risk Management Project.

IN WITNESS WHEREOF, I have made and executed this certification this 26th day of March, 2019.

Terry Leeds
Terry Leeds
Director, Water Services Department

DATE: 3/21/19

CERTIFICATE OF AUTHORITY

I, _____, do hereby certify that I am the principal legal officer of the Unified Government of Wyandotte County and Kansas City, Kansas, that the Unified Government of Wyandotte County and Kansas City, Kansas is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the Unified Government of Wyandotte County and Kansas City, Kansas in connection with the Armourdale and Central Industrial District Levee Units Flood Risk Management Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of the Agreement, as required by Section 221 of the Flood Control Act of 1970, as amended (42 U.S.C. 1962d-5b), and that the person who executed the Agreement on behalf of the Unified Government of Wyandotte County and Kansas City, Kansas acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
_____ day of _____ 2019.

City Attorney

Unified Government of Wyandotte County and Kansas City, Kansas

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Douglas Bach
County Administrator
Unified Government of Wyandotte County and Kansas City, Kansas

DATE: _____

**NON-FEDERAL SPONSOR'S
SELF-CERTIFICATION OF FINANCIAL CAPABILITY
FOR AGREEMENTS**

I, _____, do hereby certify that I am the Chief Financial Officer of the Unified Government of Wyandotte County and Kansas City, Kansas (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the Armourdale and Central Industrial District Levee Units Flood Risk Management Project; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under the Project Partnership Agreement for the Armourdale and Central Industrial District Levee Units Flood Risk Management Project.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____, 2019.

Chief Financial Officer
Unified Government of Wyandotte County and Kansas City, Kansas

DATE: _____

CERTIFICATE OF AUTHORITY

I, _____, do hereby certify that I am the principal legal officer of the Kaw Valley Drainage District of Wyandotte County, Kansas and that the Kaw Valley Drainage District of Wyandotte County, Kansas is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the Kaw Valley Drainage District of Wyandotte County, Kansas in connection with the Armourdale and Central Industrial District Levee Units Flood Risk Management Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of the Agreement, as required by Section 221 of the Flood Control Act of 1970, as amended (42 U.S.C. 1962d-5b), and that the person who executed the Agreement on behalf of the Kaw Valley Drainage District of Wyandotte County, Kansas acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
_____ day of _____ 2019.

Shane Lillich
Attorney

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

James L. Jenkins
Director and Board President

DATE: _____

**NON-FEDERAL SPONSOR'S
SELF-CERTIFICATION OF FINANCIAL CAPABILITY
FOR AGREEMENTS**

I, _____, do hereby certify that I am the Director and Board President of the Kaw Valley Drainage District of Wyandotte County, Kansas (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the Armourdale and Central Industrial District Levee Unit Flood Risk Management Project; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under the Project Partnership Agreement for the Armourdale and Central Industrial District Levee Unit Flood Risk Management Project.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____, 2019.

James L. Jenkins
Director and Board President

DATE: _____



Staff Request for Commission Action

Tracking No. 19684

Full Commission Meeting Date: 5/9/19

Committee: Public Works & Safety

Date of Standing Committee Action: 4/22/19

(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>
4/8/2019	Katie Devlin	x5076	kdevlin@wycokck.org	Legal

Item Description:

The Kansas City, Kansas Fire Department, Edwardsville Fire Department, and Bonner Springs Fire Department and EMS, wish to enter into an agreement to provide mutual aid in times of emergencies, natural disasters, and man-made catastrophes, pursuant to K.S.A. 12-111, submitted by Katie Devlin, Assistant Counsel.

Action Requested:

To adopt the resolution.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Resolution Mutual Aid, Mutual Aid Agreement Bonner Edwardsville

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT TO ENTER
AN AGREEMENT WITH THE CITY OF EDWARDSVILLE, KANSAS, AND
THE CITY OF BONNER SPRINGS, KANSAS, TO PROVIDE FIRE AND EMS
MUTUAL AID SERVICES**

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas, the City of Edwardsville, Kansas, and the City of Bonner Springs, Kansas, are all neighboring municipalities with Fire and EMS services.

WHEREAS, it is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the Parties hereto desire an agreement to provide assistance to each other at the time of such emergencies and to provide assistance to each other through mutual aid.

WHEREAS, the Parties are authorized by K.S.A. 12-111, and amendments thereto, to offer Fire Protection Services beyond each city's respective city limits.

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

That after compliance with K.S.A. 12-2908 et seq., the County Administrator of the Unified Government is hereby authorized and directed to execute in the name of the Unified Government as a voluntary act of the Unified Government the FIRE AND EMERGENCY MEDICAL RESPONSE SERVICES MUTAL AID AGREEMENT, and the County Administrator is hereby authorized to take any action required and execute any instruments necessary to implement and satisfy the intent of said Agreement.

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

**ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS,
THIS 9th DAY OF MAY, 2019.**

ATTEST:

Unified Government Clerk

**FIRE AND EMERGENCY MEDICAL RESPONSE SERVICES
MUTUAL AID AGREEMENT**

This **AGREEMENT** made and entered into this _____ day of _____, 2019 by and between the City of Edwardsville, Kansas (hereinafter referred to as "Edwardsville"), the City of Bonner Springs, Kansas (hereinafter referred to as "Bonner Springs"), and the Unified Government of Wyandotte County/Kansas City, Kansas (hereinafter referred to as the "Unified Government") are municipal corporations created and existing under the laws of the State of Kansas and hereinafter at times referred to collectively as the "Parties" or individually as the "Party."

WHEREAS, the Parties are authorized by K.S.A. 12-111, and amendments thereto, to offer Fire Protection Services beyond each city's respective city limits; and

WHEREAS, the Parties are authorized to enter into an agreement for such services by the power vested in cities by Article 12, Section 5 of the Kansas Constitution and by K.S.A. 12-2908; and

WHEREAS, Edwardsville operates the Edwardsville Fire and EMS Department (EFD); and

WHEREAS, Bonner Springs operates the Bonner Springs Fire Department (BSFD) and the Bonner Springs Emergency Medical Services Department (BSEMS); and

WHEREAS, Unified Government operates the Kansas City Kansas Fire and EMS Department (KCKFD); and

WHEREAS, it is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the Parties hereto desire an agreement to provide assistance to each other at the time of such emergencies and to provide assistance to each other through mutual or automatic aid.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises set forth herein, the Parties do hereby agree as follows:

1. Upon request for mutual aid assistance, the requested fire and/or EMS service will send units, equipment, personnel and other resources to any point within the requesting fire service jurisdiction; provided, however, that response is to be given only when the fire department called on for mutual aid, in the judgment of its chief, or such chief's designee, can reasonably furnish such assistance without unreasonably imperiling the safety of the citizens served by the fire and/or EMS service organization called upon for mutual aid.
2. The Parties agree not to call for mutual aid unless significant emergency circumstances exist wherein the requesting party's resources have been significantly reduced by emergency responses. The parties do not enter into this Agreement for the purpose of a reduction of staffing by any party.
3. The authority in charge of the responding unit shall be the sole judge of how much assistance can be furnished under the circumstances of each particular case. It is agreed that the parties shall not be liable in any way to the other, or to its inhabitants, or to any other person, firm or corporation for any failure to give requested assistance.

4. Without waiving an immunity provided under the Kansas Tort Claims Act, and to the extent permitted by law, the Parties shall enjoy immunity from liability in the process of providing aid under this agreement. Nothing in the Agreement should be construed to in any way limit immunities available to the parties.
5. In addition to the assistance provided pursuant to this Agreement for significant emergencies, the parties may agree to provide automatic aid to each other in accordance with policies and procedures mutually prepared and adopted by the Chiefs of each department.
6. To ensure proper coordination of firefighting and EMS procedures, dispatching and communications between the Fire and EMS departments, the Departments agree to joint training exercises at least semiannually. The training exercises will be coordinated and observed by the respective department training chiefs.
7. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:
 - a. Any request for mutual aid shall include a statement of the significant emergency circumstances and the requested resources and shall specify the location for response.
 - b. The Departments agree to operate and coordinate the emergency incident within the organizational framework of the National Incident Management System (NIMS).
 - c. A responding department shall be released by the department that requested mutual aid when, in the judgment of the incident commander, the services of the responding department are no longer required.
 - d. Each party owes its primary allegiance and fire services to its own citizens. Therefore, a responding party's units and resources may be recalled by its fire chief, or such chief's designee, if, in that officer's opinion, a significant need exists for the responding party to render services within its own jurisdiction.
8. All parties to this Agreement shall be under no obligation to reimburse any other party for costs incurred pursuant to this Agreement. Personnel who are assigned, designated or ordered by their governing body to perform duties, pursuant to this Agreement, shall receive the same salary, pension, and all other compensation and rights for the performance of such duties, including injury or death benefits, and Worker's Compensation benefits, as though the service had been rendered within the limits of the entity where he or she is regularly employed. Moreover, all medical expenses, wage and disability payments, pension payments, damage to equipment and clothing, and expenses of travel, food, and lodging shall be paid by the entity in which the employee in question is regularly employed. However, any expenses recoverable from third parties and responsible parties shall be equitably distributed among Aiding Units. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing state and federal laws.
9. All Edwardsville equipment used in carrying out this Agreement shall remain equipment owned by Edwardsville and shall not be deemed equipment owned by Bonner Springs or KCKFD under any circumstances. All Bonner Springs equipment used in carrying out this Agreement shall remain equipment owned by Bonner Springs and shall not be deemed equipment owned by Edwardsville or KCKFD under any circumstances. All KCKFD equipment used in carrying out

this Agreement shall remain equipment owned by KCKFD and shall not be deemed equipment owned by Edwardsville or Bonner Springs.

10. All Edwardsville employees acting under this Agreement shall remain employees of Edwardsville for all purposes and shall not be deemed employees of Bonner Springs or KCKFD under any circumstances. All Bonner Springs employees acting under this Agreement shall remain employees of Bonner Springs for all purposes and shall not be deemed employees of Edwardsville or KCKFD under any circumstances. All KCKFD employees acting under this Agreement shall remain employees of KCKFD for all purposes and shall not be deemed employees of Edwardsville or Bonner Springs.
11. In the event that any individual performing duties subject to this Agreement shall be cited as a defendant party to any state or federal lawsuit, arising out of his or her official acts while performing duties pursuant to the terms of this Agreement, such individual shall be entitled to the same benefits that he or she would be entitled to receive had such civil action arisen out of an official act within the scope of his or her duties as a member of the department where regularly employed and occurred within the jurisdiction of the governmental entity where regularly employed. The benefits described in this paragraph shall be supplied by the party where the individual is regularly employed. However, in situations where the other party may be liable, in whole or in part, for the payment of damages, then the other party may intervene in such cause of action to protect its interests.
12. It is recognized that the interests herein are mutual. This Agreement is entered into for the common good of the general public of the parties and for strictly governmental purposes.
13. The initial term of this Agreement shall be for a period of five years beginning upon the date of approval by the later of the two parties. The Agreement may thereafter be extended for up to three successive five-year periods if mutually agreed to in a signed writing. Either party may terminate this agreement for any reason, or for no reason, upon written notice of not less than 90 days to the other party.
12. The parties may elect to amend or specify additional provisions by adding a mutually agreed upon written addendum to this Agreement.
14. The Chiefs of the respective Fire and EMS services shall administer this Agreement.
15. This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Kansas.
16. All agreements, covenants and clauses contained herein are severable, and in the event any of them shall be deemed or held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be interpreted as if such unconstitutional, invalid or unenforceable agreements, clauses and covenants were not contained herein.

IN WITNESS WHEREOF, the parties have executed four (4) counterparts of this Agreement on the date this Agreement is made and entered into as recorded above.

THE CITY OF EDWARDSVILLE, KANSAS

By: _____

Michael We

Timothy “Tim” Whitham, Fire Chief

Attest: _____

Zachary Dar

THE CITY OF BONNER SPRINGS, KANSAS

By: _____

Sean Peterson, City Manager

Dennis W “Denny” Hubbel, Fire Chief

Bill Ratliff, EMS Director

Attest: _____

Christina Brake, City Clerk

THE CITY OF KANSAS CITY, KANSAS

By: _____

Doug Bach, County Administrator

Michael Callahan, Fire Chief

Attest: _____

Bridgette Cobbins, Unified Government Clerk



Staff Request for Commission Action

Tracking No. 19686

Full Commission Meeting Date: NA

Committee: Public Works & Safety

Date of Standing Committee Action: 4/22/19

(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>
4/8/2019	Michael Callahan	x5951	chiefcallahan@kckfd.org	Fire Department

Item Description:

Fire Scheduling System Implementation Update: The Fire Department is implementing new software to manage firefighters' shifts, including overtime, vacation and sick leave, submitted by Chief Michael Callahan.

Action Requested:

For information only.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:



Staff Request for Commission Action

Tracking No. 19688

Full Commission Meeting Date: NA

Committee: Public Works & Safety

Date of Standing Committee Action: 4/22/19

(If none, please explain):

Publication Required: No

<u>Date:</u> 4/10/2019	<u>Contact Name:</u> John Kelly	<u>Contact Phone:</u> 573-5332	<u>Contact Email:</u> jkelly@wycokck.org	<u>Department/Division:</u> Building & Logistics
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Item Description:

Staff and Kile Morrison of Arch/Images will give an update on the progress of the new fire station at Hutton and Leavenworth Road.

Action Requested:

For information only.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:



Staff Request for Commission Action

Tracking No. 19687

Full Commission Meeting Date: NA

Committee: Public Works & Safety

Date of Standing Committee Action: 4/22/19

(If none, please explain):

Publication Required: No

<u>Date:</u> 4/10/2019	<u>Contact Name:</u> John Kelly	<u>Contact Phone:</u> 573-5332	<u>Contact Email:</u> jkelly@wycokck.org	<u>Department/Division:</u> Building & Logistics
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Item Description:

An update will be given by staff and members of the construction team on the progress of the new Juvenile Justice Center.

Action Requested:

For information only.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:



Staff Request for Commission Action

Tracking No. 19689

Full Commission Meeting Date: NA

Committee: Public Works & Safety

Date of Standing Committee Action: 4/22/19

(If none, please explain):

Publication Required: No

<u>Date:</u> 4/10/2019	<u>Contact Name:</u> Jeff Fisher	<u>Contact Phone:</u> x5415	<u>Contact Email:</u> jfisher@wycokck.org	<u>Department/Division:</u> Public Works
<u>Item Description:</u> Public Works staff will provide an update on the status of the project, present the options and feedback received from the residents. The purpose of this process is to engage the community and confirm that the neighborhood is committed to proceed with a benefit district process for the sidewalk improvements.				
<u>Action Requested:</u> For information only.				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u>				



Staff Request for Commission Action

Tracking No. 19690

Full Commission Meeting Date: NA

Committee: Public Works & Safety

Date of Standing Committee Action: 4/22/19

(If none, please explain):

Publication Required: No

<u>Date:</u> 4/10/2019	<u>Contact Name:</u> Jeff Fisher	<u>Contact Phone:</u> x5415	<u>Contact Email:</u> jfisher@wycokck.org	<u>Department/Division:</u> Public Works
<u>Item Description:</u> Kaw Point is the largest wastewater treatment plant in the UG system. This plant processes the majority of the community's combined wastewater/stormwater system. For some time now, the solids waste (biosolids) produced from this plant are hauled to the local landfill. Disposal costs and restrictions for landfilling have increased at a pace that warrants a change to better manage long term costs. A Digester Improvements Study was completed by Black & Veatch in 2018 to evaluate improvements to the biosolids handling process that would be more sustainable and cost-effective. As part of the B&V 2018 Study, a regional solids facility investigation was also completed to determine necessary improvements for the treatment of biosolids conveyed from the City of Kansas City, Missouri (KCMO) West Side Facility, located approximately a quarter mile away from KAW Point. If it is determined that the KCMO component is viable to both parties and can bring value to KCK customers, there would be a long-term purchase agreement between UG and KCMO. There is also potential that this project can generate biogas quantities needed to justify additional expansion to recover the biogas and make it available to the market. This would result in additional revenues that would offset investment cost in the project and then would be utilized to manage rates and achieve other goals associated with long term plans. If the KCMO component is not viable, the potential to generate substantial biogas revenues is greatly reduced and may no longer be worthwhile to make improvements to capture the biogas and sell.				
<u>Action Requested:</u> For information only.				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u>				



Staff Request for Commission Action

Tracking No. 19691

Full Commission Meeting Date: 5/9/19

Committee: Public Works & Safety

Date of Standing Committee Action: 4/22/19

(If none, please explain):

Publication Required: No

<u>Date:</u> 4/11/2019	<u>Contact Name:</u> Jeremy Rogers	<u>Contact Phone:</u> x8304	<u>Contact Email:</u> jrogers@wycokck.org	<u>Department/Division:</u> Parks & Recreation
<u>Item Description:</u> Recommendation to construct a new "fitness court" at Huron Park. Staff will present relationships to healthy community corridor and demonstrate how Huron Park is the most optimal location for the proposed court.				
<u>Action Requested:</u>				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u>				