# UPDATE
# Public Works and Safety Committee
# Standing Committee Meeting Agenda
**Monday, September 23, 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 September 23, 2019 Agenda**
Delete Public Agenda Item No. 1 – Appearance of Robert Wing.

**III.** **Approval of standing committee minutes from July 22, 2019.**

**IV.** **Committee Agenda**

**Item No. 1 - GRANT: FY20 VOCA APPLICATION FOR VICTIM SERVICES UNIT**
**Synopsis:** Request permission to apply for and accept the FY20 Federal Victims of Crime Act (VOCA) grant in the amount of $370,425 to fund the Victim Services Unit, submitted by Wendy Medina, Police Department. The $92,600 required match will come from existing Police Dept. funds.
**Tracking #: 19941**

**Item No. 2 - RESOLUTION: INTERLOCAL AGREEMENT FOR THE HOUSING OF INMATES**
**Synopsis:** A resolution authorizing approval to enter into an agreement with Lyon County for the housing of inmates to relieve pressure on jail population, submitted by Susan Alig, Assistant Counsel.
**Tracking #: 19946**

**Item No. 3 - UPDATE: UG BUILDING ENERGY USAGE**

**Synopsis:** Update on the Unified Government's building energy usage, submitted by John Kelly, Director of Buildings & Logistics.

*For information only.*
**Tracking #: 19947**

**Item No. 4 - UPDATE: STREET SWEEPING PILOT PROGRAM**
**Synopsis:** Update on the Street Sweeping Pilot Program, submitted by Jeff Fisher, Executive Director of Public Works.

*For information only.*
**Tracking #: 19949**

## V. Public Agenda

**Item No. 1 - APPEARANCE: ROBERT WING**
**Synopsis:** Appearance of Robert Wing regarding health and safety issues - KCK Fire Department.
**Tracking #: 19961**

## VI. Adjourn

**AGENDA UPDATE**
**PUBLIC WORKS AND SAFETY**
**STANDING COMMITTEE MEETING**
**MONDAY, SEPTEMBER 23, 2019**

## V. PUBLIC AGENDA

**DELETE ITEM**

**ITEM NO. 1 – 19961…APPEARANCE: ROBERT WING**

**Synopsis:** Appearance of Robert Wing regarding health and safety issues – KCK Fire Department.

*At the request of Mr. Wing, he is removed from the September 23rd agenda and moved to October 21, 2019.*

**PUBLIC WORKS AND SAFETY**
**STANDING COMMITTEE MINUTES**
**Monday, July 22, 2019**

The meeting of the Public Works and Safety Standing Committee was held on Monday, July 22, 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, Philbrook, Johnson, and BPU Board Member Groneman. The following officials were also in attendance: Gordon Criswell, Emerick Cross and Melissa Sieben, Assistant County Administrators; Misty Brown, Deputy Chief Counsel; James Bain and Susan Alig, Assistant Counsel; Troy Shaw, County Engineer; Patrick Waters, Senior Attorney; Terry Brecheisen, Director of Public Health; and Jay Doleshal, Sergeant-at-Arms.

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

Approval of standing committee minutes from May 20, 2019. **On motion of Commissioner Kane, seconded by Commissioner Johnson, the minutes were approved.** Motion carried unanimously.

Committee Agenda:

**Item No. 1 – 19866…UPDATE: KC LEVEES PROJECT**

**Synopsis:** Update on the progress of the Kansas City Levees Project and schedule of upcoming tasks, submitted by Jeff Fisher, Executive Director of Public Works.

**Melissa Sieben, Assistant County Administrator**, said this is Trenton Foglesong with our Wastewater Division. He is also on the Kansas City Levees project because all the pump stations are involved with that, as is Sarah White, who's not here this evening.

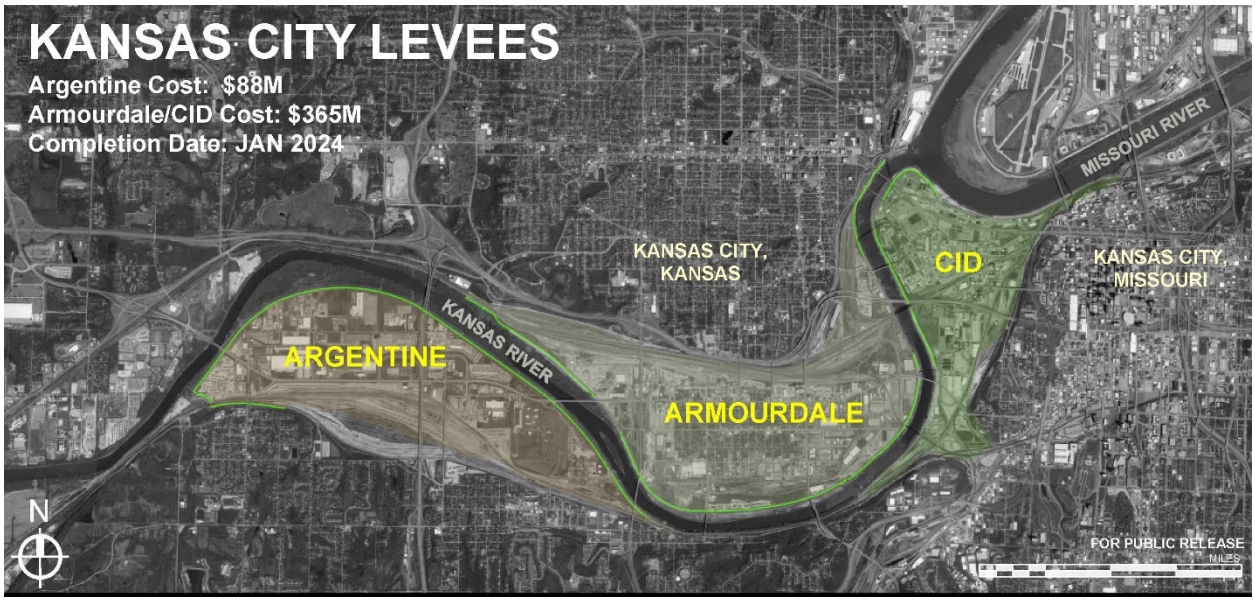
**Trenton Foglesong, Lead Wastewater Engineer**, said I'm going to review, kind of start back at the beginning, maybe, just to make sure you understand the project. Then our goal is to come

back on a roughly quarterly basis, depending on if there's more or less going on with the project and keep everybody informed.

The Kansas City Levees project originally was called the Seven Levee Study and it started after the '93 flood. That's named after the seven levee units in the greater Kansas City area.

When they did the study after the flooding, they recognized different needs, different level of needs; some were very minor, some were very major. They started with the minor ones, of course. Most of those were done with 65% federal, 35% local match. They got through most of those.

**Ms. Sieben** said I would indicate some of that was Fairfax Drainage District that did some improvements several years ago. **Mr. Foglesong** said yes, Fairfax was part of that. The other ones: North Kansas City, Birmingham and East Bottoms in Kansas City. The three that they didn't get to are the ones that mostly directly affect us, our system and our community. They boarder the Kansas River. Those would be the CID (Central Industrial District) Levee Unit, the Armourdale Levee Unit, and the Argentine Levee Unit.




When they started this, the estimated cost of these is $450M, so you can think about that. If it was 65% federal, 35% local, we were over $120M to $150M range. Everyone agreed there wasn't really a path forward because we weren't going to be able to come up with that money. We kind of started down a different path. Then, through a coalition that was campaigning with our delegates and also working with the Corps of Engineers, in 2018, they changed the classification

to be fully federally funded.

I just want to make sure going through all that because I've heard different misunderstandings that people think this is like a grant program, and why do we have to come up with any money as a local sponsor. The reality is, we're not really having to come up with very much money. It is federally funded. The previous commitments we made and the previous money we spent, we're not going to get that back. Some of the ongoing costs will be reimbursed; some minor ones won't be. Some of the costs that won't be reimbursed are what they call betterments. Those are desires and improvements that we've come up with and requested as part of the project, but doesn't really fit into the Corps' basic objective of the project.

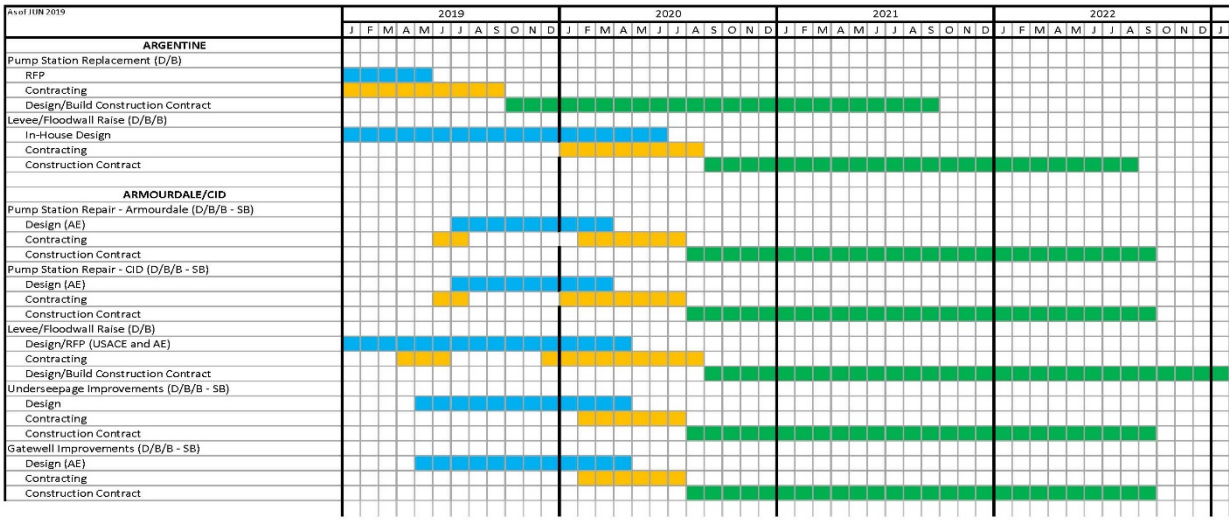
When we look at, say one of our pump stations, their charge is to replace it with a pump station with the exact same compacity and with the exact same capabilities of what we have. For us, when we look at those and we think that's a great opportunity, we can double the capacity, triple the capacity for pennies on the dollar, basically. Anyway, I'll talk more about that. Those are the types of things that, if we don't come with the money, if we don't agree to pay for those betterments, they'll just do what they see fit to protect the public from the river flooding and then not do the enhancements. **Ms. Sieben** said which is why we're here tonight, as we're getting ready to start on some of those things that are tied into that.

You've already approved the first betterment, which is the Strong Avenue Pump, for us to proceed with that. The reason that we did that was mostly storm water on our side, not the river flooding. Just to understand these are intertwined so that's when you'll see us trying to do a betterment, generally because of it intertwines with our system on the storm water side, not just the river levee side of things.

**Mr. Foglesong** said that's a good point. Their charge is to protect landward side from the river flooding. The rainfall that falls on the land, behind the levee, they call that inland drainage, interior drainage, and that's not their prime concern.

Since we've got the map up here, this same exhibit basically is in your packet. It does have a table of some interesting stats that you might look at when you get a chance: how many miles and some other fun facts. I just want to point out, when we talk Argentine, this Argentine unit, we all kind of think of Argentine down here, but on the levee unit, it goes all the way around out to the west side of Argentine. The Armourdale starts up here near 635, runs all the way down around and comes down and includes where it ties down in the Fairfax Drainage District. The

CID unit comes down, and there's actually a CID Kansas unit, then there's part of it that goes on over in Missouri. When we're at these meetings, KCMO is part of the team as well because they have an interest in the levee unit. A lot of their area is protected by the levee as well.




Here's just a rough schedule. The way the Corps is delivering this project is, they're doing the Argentine as one project, one phase, and they called it Phase 1. Then they break out the pump stations like a Phase 1A, and then the levee raise and floodwalls is Phase 1B. Armourdale and CID, they did that because they had already started on Argentine when this got federally approved. They had not started on Armourdale or CID yet so, they grouped these together. For a lot of the activities, they' be done simultaneously, whether it be the pump stations or the levee raise.

When you go to the schedule you can look here, that's why it's broken out. Here's the Argentine activities up here. The pump station piece is up top, with the levee raise and floodwalls down here. The blue and the yellow is kind of the preconstruction work design contracting and then the green is actual construction, when we'll expect to see some more field activities out there. You can see on the pump station, they're going to award that this fall. That's a design build process that they're going to deliver that through. Potentially, we can see someone out this fall doing some preliminary work down in the Argentine area for those pump stations.

The levee floodwall raise in Argentine is going to be design bid build. They'll do a full design, they'll put it out to bid, and then they'll start construction. The field activities for that don't start for a whole nother year. **Ms. Sieben** said the Argentine unit is the one that we've already talked about with the pump station that we're doing a betterment on to do the storm water or the

inland side of things. Just so you understand that, it's going to lead out most quickly which is an area obviously we've had significant issues with inland flooding.

**Mr. Foglesong** said I don't want to spend a lot of time on the schedule unless you guys want to. I just really just wanted to point out you can see all these activities are all starting middle to late next year and they go on for a couple of years. There's going to be a lot of activities going on.

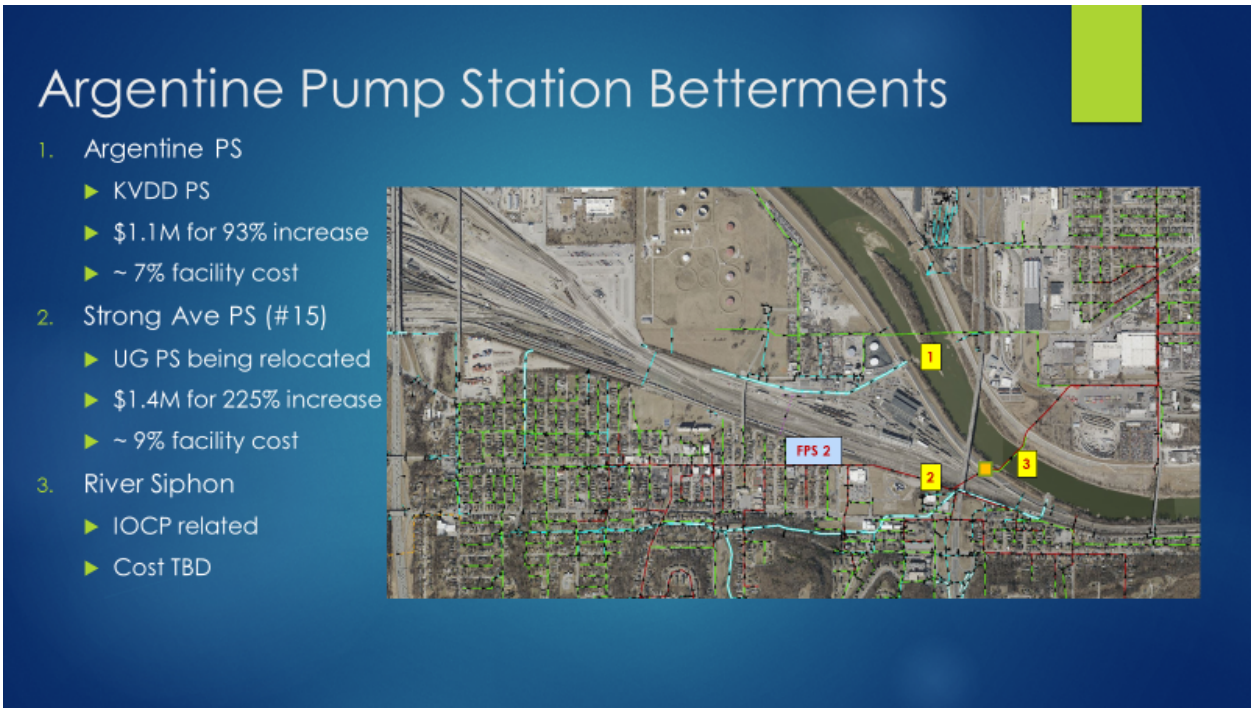
Where we're at right now, they call it LERRD, it's a lot of preliminary work that has to be done before construction can happen and even kind of shape final design. LERRD stands for; Land Acquisition, Easements, Right of Way; Relocations, for like utility relocations, and Disposals, for like hazardous material, mitigation. **Ms. Sieben** said we have more acronyms, but we'll spare you. **Mr. Foglesong** said it's like alphabet soup sometimes.

**Mr. Foglesong** said some of those LERRDs, normally a LERRD would all be, the cost be born by the local sponsor and then it comes off of that 35% participation. In this case, a lot of these costs will be reimbursed to us by the Corps so we're working on that process to make sure the turnaround time for when we have to put money out, to when they reimburse us is minimal. **Ms. Sieben** said with the full federal funding, part of that means that the private acquisitions that we have to make which are limited on Argentine. There maybe a difference when we get to

Armourdale, but those will be reimbursed, that was part of the reason we came in May. We asked for May, or June, I can't remember which it was now, sorry. We came and asked for money in addition too, just the betterment on the pump station because we needed the revolving set of dollars to be able to pay, and then get reimbursed, if that makes sense.

**Mr. Foglesong** said the highlights are on here, just to give you an order of magnitude. In Argentine, we've identified that we're going to impact about 20 parcels. In Armourdale and CID, it's quite a bit more. It's up to about 130. We're getting ready to get started on the utility relocations.

**Ms. Sieben** said just to highlight the 20 parcels, this doesn't mean that we're going to be buying all of these. It may simply mean that we need a temporary easement to access the work that they're going to do on the levees. Then, when we get into the other 130 on Armourdale and CID, I don't have the understanding of that, but what we do have is a fairly good understanding of Argentine at this point and it's a limited out right purchase. Which is, for us, is something that is needed to be able to expedite this project within the timeline that the Corps wants to do it in, which is five years. It's also something that saves us from a lot of negotiations.




**Mr. Foglesong** said on the pump stations betterments, so far, when the Corps did their initial study, they identified two pump stations. Initially, they identified one pump station to be outright

replaced and that was the Argentine Pump Station, located where the No. 1 is. Then they were going to do some modifications at the Strong Avenue Pump Station. That changed once they got into design and realized that structurally they had to replace the Strong Avenue too.

But, before I really talk about those, I just want to clarify because some of the names we use are kind of misleading. Like the Argentine Pump Station, this No. 1. The Argentine area, as we call, is down here and then there's the BNSF Railroad. The Argentine Pump Station is actually quite a ways north near the island. I call it code island. I don't know if that's official or not, but anyway. Somebody told me that's what it's called. That's kind of like the Santa Fe area, the east Santa Fe, but that's the Argentine Pump Station. That facility is actually owned and operated by the Kaw Valley Drainage District.

Then we have the Storm Water Flood Pump Station No. 2, which is at 2400 Strong. That's called Storm Water No 2, but it's in Argentine on Strong Ave., but it's Storm Water 2. Then we have the Strong Avenue Pump Station, which isn't on Strong Avenue. It sits down on the levee. When we start talking about these things, it does get confusing sometimes because someone assumes when you're talking about one, you're really talking about the wrong one. As I go through this, I just wanted to make sure that everyone knew which ones we were talking about.

The first betterment that we identified is the Argentine Pump Station up here, which, has a, well, they all have a fairly low level of service. When the river is down low and if we get a rain event locally; if the river is down low and gravity flows, life is pretty good for everybody. When the river level is up high and we get a storm event, we can't pump as much as what can go out by gravity so it starts backing up and compounding the localized flooding issues. Those were some of the needs when they started talking about doing a replacement of this pump station.

We asked a question, what if we added the compacity there? That's what we really need. We pushed really hard for the Corps to include that in the project unsuccessfully, but they did come back with some costs through a couple of different levels of betterment. What we've identified was for about a 7% increase in the facility cost, which translates into $1.1M, we're basically able to double that capacity. It's a pretty good improvement for only varying about 7% of the cost or $1.1M.

Similarly, when we got down here to look at Strong Avenue; well first, we had all kinds of issues with this location. It's in the middle of a levee. That presents a lot of risks and a lot of access issues. They've identified an alternate location, which is moving forward, which is over

here at the old KC Structural Steel, that parcel east of the South Patrol. We see this as a big improvement for us operationally. As far as betterment goes on that one, for $1.4M, which is about 9% or 10% of what we estimated the facility costs to be, we're adding 225%. We're basically tripling the capacity of that pump station which it gets us to a five-year level of pumping. Basically, even when the river is up, we would be able to handle a five-year storm event there and keep up with it.

Furthermore, there's another improvement. I don't want to go into too much of the weeds on you, but the old pump station went out here. This is actually going to take flow off of this gravity line that comes out and dump it up in a different line. Basically, even when the river is down, we should be able to, overtime, increase our dewatering capabilities down in Argentine. That's a long-term benefit. We'll see better, localized flood protection down there.

A third betterment that we identified is, you can kind of see two lines under the river here. Those are inverted siphons that go under the river. When they installed those, they put two in. One is connected and one is not connected to anything. It's a redundant line just in case. Since the Corps going to be in here and they're going to have all this dug up, we're going to go in and have both ends of those connected. It'll increase our capacity so we can send more flow to the plant. All that is also consistent with the overflow control plan. Down the road when we do some type of sewer separation, we can send more flow to the plant and reduce overflow volume. That helps us with our EPA commitments and compliance.

The progress update here, just today, we've got a lot signed. Like I said, the design pump station project is out on the street. They're going to award that here in the next few weeks. Upcoming events, is just moving forward with formalizing agreements and real estate activities and doing some VE study and reviews on the levee raises. **Ms. Sieben** said late last week we received the notice to proceed with acquisition for easements, temporary, permanent or otherwise on the Argentine units. We will be moving forward. That's why the next item is on the agenda.

**Chairman Bynum** said, Trenton, just going back to those three areas or those three pump stations, I should say. I know they're going to be construction projects; but they don't appear to be terribly disruptive to either commercial or residential around there. **Mr. Foglesong** said the pump stations probably will be fairly limited because a lot of that work, like on the Argentine Pump Station, is down right at the levee. As part of that, the Kaw Valley Drainage District has a maintenance shop down here and they have to relocate that and they're moving it somewhere up here. All that construction is really on the riverbank, on the levee itself. It's kind of out of site. There'll be some coordination activities with the BNSF down there, of course. All the work over here is really isolated. You're right; not very much impact. This will be a little more visible over here on that site.

The biggest issue, I think, through all the construction is probably going to be when they get to the levee raises and they're bringing in earth, dirt, concrete—**Chairman Bynum** said and that will be a lot of traffic. **Mr. Foglesong** said yes. We're working on that, talking with Troy and working with the Corps on how we can minimize those impacts to the public, to our infrastructure, they're looking at alternatives. We do have a barrow pit identified, out west, and how we can keep those. If it's trucks, keep them off the road so they don't degrade the roads and also clog it up with traffic and nuisance. I know one thing they're looking at, is can they put it on a barge and bring it down the river. Nothing has been finalized yet though.

**Ms. Sieben** said right and, again, that type of work we wouldn't see until probably late 2020 is the soonest we would see that work start. We'll be coming back to you, that's why Trenton is saying we'd like to be here on a regular basis so that we can share those things as we define what they are. Again, this is one of those projects that we thought we'd spend 25 years on and are being asked to turn it in five years.

So far what we're seeing is really great cooperation between all the levels of government. We will start meeting with the public on the Argentine units here in August. Also, with all of our utilities, those meetings are being scheduled. Luckily, minimal impact on the Argentine unit. Again, can't say that definitely yet for Armourdale CID.

**Commissioner Philbrook** said I know that we gripe about the federal government a lot, but in this case, thank you, thank you, thank you to them for coming forward. I don't know when we would have been able to do this because of the expense. Its's really expensive. Thank you and thanks for your hard work. **Mr. Foglesong** said, thank you.

**Action:** For information only.

**Item No. 2 – 19867…RESOLUTION: KC LEVEES ALONG ARGENTINE, ARMOURDALE, AND CID LEVEE SYSTEM**

**Synopsis:** A resolution declaring the necessity and authorizing a survey and descriptions of lands for the Kansas City Levees Project along Argentine, Armourdale, and CID levee system, CMIP 5057 (57th St. to State Line on the north and south banks of the Kansas River), submitted by James Bain, Assistant Counsel.

**James Bain, Assistant Counsel**, said the resolution that we have before you covers both phases of the project. The Argentine phase, that Melissa pointed out, is ready to go with surveys; find out what property needs to be acquired. The resolution also covers Phase 2, the bigger, 130 parcels we expect to be affected. November getting the notice to proceed on that project.

**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. 3 - 19864…ORDINANCE: AMENDING THE DEFINITION OF "ELECTRIC-ASSISTED SCOOTERS**

**Synopsis:** An ordinance amending Section 35-1 regarding the definition of "electric-assisted scooters," to match the new definition in state law, submitted by Patrick Waters, Senior Attorney.

**Patrick Waters, Senior Attorney**, said Items 3 and 4 are just minor amendments to our existing electric scooter ordinances to bring them into compliance with the new state law that went into effect on July 1st. Probably the biggest change is that, in the state law, while they authorize cities to allow scooters, they did prohibit them on state highways. For us, that means that they will not be allowed on Rainbow, 7th Street or Leavenworth Rd. We'll have to educate the public when these come to our cities to make sure. You are allowed to cross those roads to get where you're going. You could go from one side road and cross Rainbow, but wouldn't actually be able to drive on those. Other than that, just a minor definitional change.

**Chairman Bynum** said Item 3 is amending the state highway language. **Mr. Waters** said Item 3, I believe, has the definition itself. Our existing definition was very close to what the state ended up using, but I just changed it just so it would match completely.

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

**Item No. 4 – 19865…ORDINANCE: OPERATION OF ELECTRIC-ASSISTED SCOOTERS**

**Synopsis:** An ordinance pertaining to the operation of electric-assisted scooters, amending Sections 35-692 and 35-697, submitted by Patrick Waters, Senior Attorney.

**Patrick Waters, Senior Attorney**, said Item 4 just makes it clear that scooters are not allowed on state highways. We added that change.

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

**Item No. 5 – 19868…RESOLUTION: INTERGOVERNMENTAL DEVELOPMENT AGREEMENT WITH PIPER SCHOOL DISTRICT**

**Synopsis:** A resolution approving an agreement with Piper Public Schools for the design and construction of additional improvements related to the school at 131st and Leavenworth Road, submitted by Troy Shaw, County Engineer.

**Susan Alig, Assistant Counsel**, said this is an interlocal because it's between the city and the school district, which is why we're bringing it to you all for approval. Troy is very familiar with the details of who's going to pay for what.

## Resolution: Intergovernmental Development Agreement with Piper School District

| | USD 203 (Piper) | Unified Government |
|---|---|---|
| Transportation Improvements on Leavenworth Road (Including the intersection of 131st and Leavenworth) | Design of intersection improvements | Any additional permits, fees, testing or inspection |
| | Sidewalk/multi-use path from Westerly Entrance to the school property to 128th Street | Sidewalk/multi-use path from 131st Street to Westerly Entrance to the school property |
| | | 5' sidewalk on North side of Leavenworth Road where full road improvements are completed (mainly at the intersection with 131st St.) |
| Transportation Improvements on 131st Street | $500,000 towards additional improvements that may be necessary if converted to High School | |
| | Donation of ROW adjacent to School Property if additional widening is necessary | |
| Sanitary Sewer Improvements | $880,000 to UG WPC Division for sewer connection fee | Complete the Piper Interceptor project |
| | Grant necessary Sanitary Sewer Easements to the UG | |
| Storm Sewer Improvements | Pay for the design and reimburse the UG for the cost of construction. | Coordinate the design and manage procurement of construction of storm sewer crossing on 131st Street |

**Troy Shaw, County Engineer,** said I just basically went through the agreement and broke it down. Kind of set it up so you can see it in general who's paying for what. I'm not going to read the slide by slide because you've got it in front of you. Save you that time. This is basically the project that the Unified Government is building.

This is the intersection project that was approved in the budget a couple of years ago, I believe. The design has started. The little box at the bottom, the little blue box is a storm sewer culvert crossing that the school district is paying for, but it's being built by the Unified Government because we want to build it the way we want to and make sure that it is acceptable for future use, basically.

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

**Item No. 6 – 19863…RESOLUTION: INTERGOVERNMENTAL AGREEMENT WITH EDWARDSVILLE, KS**

**Synopsis:** A resolution approving an agreement with Edwardsville, KS, for sidewalk and roadwork improvements on Fourth Street in Edwardsville in connection with the Quiet Zone, submitted by Jeff Fisher, Executive Director of Public Works. Edwardsville will pay for all additional costs of the work.

**Patrick Waters, Senior Attorney**, said this is related to the Quiet Zone improvements that have already been passed by this Commission. However, Edwardsville would like to make some additional improvements to a portion of their streets there, and for cost savings, it just made sense to go ahead and bid that work while we're doing the Quiet Zone improvements as well. Edwardsville will pay for all of these additional improvements that go above and beyond what is necessary for the crossings.

**Mr. Shaw** said it shows the three crossings where we'll be doing the Quiet Zone. The improvements Patrick mentioned are on Fourth Street and we have it broken out in the agreement. It will be broken out in the bid, as well, as to who pays for what. This agreement, like I said, is for those and then also for us to work in Edwardsville.

**Commissioner Kane** said we voted on this some time ago; it's a couple of years. When will we start construction? **Mr. Shaw** said at the latest, we are planning to start construction next spring. We have agreements with the railroad that still need to be signed by the railroad and then signed by Mr. Bach. Also, we have an agreement with Bonner Springs, which is very similar to this, that we're working on right now getting signed as well. At the latest, next spring we'll start our work. I can't control the railroad schedule, but that's when we'll do ours at the latest if we can't get any agreements any sooner than that.

**Commissioner Philbrook** said by the way, thanks for working so well together, all three entities, because there was a little bit of conversation through all of this. Thanks for hanging in on that. **Mr. Shaw** said we're trying.

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

Adjourn:

**Chairman Bynum** adjourned the meeting at 5**:**30 p.m.

mbb

# Staff Request for Commission Action

**Tracking No. 19941**

**Full Commission Meeting Date:** 10/17/19
**Committee:** Public Works & Safety

Date of Standing Committee Action: 9/23/19
(If none, please explain):

**Publication Required:** No

| Date: | Contact Name: | Contact Phone: | Contact Email: | Department/Division: |
|---|---|---|---|---|
| 9/3/2019 | Wendy Medina | x6029 | wmedina@kckpd.org | Police Department |

Item Description:
Permission to submit an application to VOCA for Fiscal Year 2020. VOCA has funded the Victim Services Unit since its inception in 1999. The current VOCA grant (FY 2019) has provided $297,596 in federal funds with KCKPD contributing $74,399 in match funds. For the 2020 fiscal year, the proposed budget requests $370,425 in federal funds with a required $92,600 in match funds to be contributed by the KCKPD. The moderate increase is due to a re-classification of staff to higher paying positions and the attributed benefits; and to reflect 12 months of salary for PFA Advocate 2 as opposed to the 6 months in FY 2019.

Action Requested:
Grant permission to apply to VOCA Grant FY 2020

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

Attachments List:

# Staff Request for Commission Action

**Tracking No. 19946**

**Full Commission Meeting Date:** 10/17/19
**Committee:** Public Works & Safety

Date of Standing Committee Action: 9/23/19
(If none, please explain):

**Publication Required:** No

| Date: | Contact Name: | Contact Phone: | Contact Email: | Department/Division: |
|---|---|---|---|---|
| 9/10/2019 | Susan Alig | x5085 | salig@wycokck.org | Legal |

Item Description:
Request approval to enter into an agreement with Lyon County for the housing of inmates to relieve pressure on jail population.

Action Requested:
To adopt the resolution and authorizing entry into the agreement.

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

Attachments List:
Farmout resolution-final2, Farmout form contract- Attachment

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

_____

Unified Government Clerk

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

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

WITNESSETH:

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

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

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

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

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

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

**1. GOVERNING LAW**

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

**2. DURATION**

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

**3. TERMINATION**

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

**4. MAILING ADDRESSES**

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

XXXX County:

Contact Person:

| | |
|---|---|
| Wyandotte County: | Wyandotte County Sheriff<br>Criminal Justice Complex<br>710 N 7th Street, Ste. 20<br>Kansas City, Kansas 66101-3093<br>(913) 573-2861 |
| With a Copy to: | Unified Government of Wyandotte County/ Kansas City, Kansas<br>701 N. 7th Street<br>Kansas City, Kansas 66101<br>Attn: Chief Counsel<br>(913) 573-5060 |
| Contact Person: | Sheriff Donald Ash<br>Wyandotte County Jail Administrator Jeff Fewell |

**5. COMPENSATION**

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

**6. FURLOUGHS AND PASSES**

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

**7. INMATE ACCOUNTS**

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

shall be transferred to the inmate's account in care of Wyandotte County or to the inmate if the inmate is released directly from the XXXX County jail.

**8. RESPONSIBILITY FOR INMATE CUSTODY**

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

**9. MEDICAL SERVICES**

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

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

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

**10. DISCIPLINE**

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

**11. RECORDS AND REPORTS**

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

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

**12. REMOVAL FROM THE JAIL**

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

**13. ESCAPES**

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

**14. DEATH OF AN INMATE**

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

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

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

**15. RETAKING OF INMATES**

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

**16. PHOTOGRAPHING AND PUBLICITY**

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

**17. INDEMNIFICATION**

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

**18. JAIL ADMINISTRATION AND MANAGEMENT**

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

**20. BILLING AND PAYMENT.**

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

**21. RIGHT TO REFUSE**

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

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

**22. TRANSPORTATION**

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

**21. MISCELLLANEOUS**

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

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

BOARD OF COUNTY COMMISSIONERS
XXXX COUNTY, KANSAS

_____
, Chairman

SHERIFF OF XXXX COUNTY

_____
, Sheriff

ATTEST:

_____
, XXXX County Clerk

APPROVED AS TO FORM:

_____
, County Counselor

COUNTY ADMINISTRATOR
WYANDOTTE COUNTY, KANSAS

_____
Douglas G. Bach, Administrator

SHERIFF OF WYANDOTTE COUNTY

_____
Donald Ash, Sheriff

ATTEST:

_____
Bridgette Cobbins, Unified Clerk

APPROVED AS TO FORM:

_____
Susan Alig, Unified Government Assistant Counsel

# Staff Request for Commission Action

**Tracking No. 19947**

**Full Commission Meeting Date:** NA
**Committee:** Public Works & Safety

Date of Standing Committee Action: 9/23/19
(If none, please explain):

**Publication Required:** No

| Date: | Contact Name: | Contact Phone: | Contact Email: | Department/Division: |
|---|---|---|---|---|
| 9/11/2019 | John Kelly | 573-5332 | jkelly@wycokck.org | Public Works |

Item Description:
An update on the Unified Government's Building energy usage from the Building & Logistics staff.

Action Requested:
No action.

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

Attachments List:

# Staff Request for Commission Action

**Tracking No. 19949**

**Full Commission Meeting Date:** NA
**Committee:** Public Works & Safety

Date of Standing Committee Action: 9/23/19
(If none, please explain):

**Publication Required:** No

| Date: | Contact Name: | Contact Phone: | Contact Email: | Department/Division: |
|---|---|---|---|---|
| 9/11/2019 | Jeff Fisher | x5415 | jfisher@wycokck.org | Public Works |

Item Description:
Public Works staff will provide an update on the Street Sweeping Pilot Program.

Action Requested:
No action, information only.

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

Attachments List:

19961

# Unified Government Clerk's Office

Bridgette D. Cobbins
Unified Government Clerk

FILED
SEP 09 2019
UNIFIED GOVERNMENT CLERK

701 North 7th Street, Suite 323
Kansas City, Kansas 66101-3070

Phone: 913-573-5260
Fax: 913-573-5299
E-mail: bcobbins@wycokck.org
http://www.wycokck.org

## REQUEST TO APPEAR FORM

Requestor will be given 5 minutes to speak to committee

**Standing Committee:** **Public Works & Safety**

**Name:** Robert (First) Wing (Last)

**Address:** 4222 Pebble Beach Dr (Street)

Kansas City (City) KS (State) 66109 (Zip)

**Phone Number:** [redacted]

**E-mail address:** [redacted]

**Brief description of topic to be discussed:**

Health and safety issues – Kansas City Kansas Fire Department

Robert S Wing
Signature

# Unified Government Clerk's Office

Bridgette D. Cobbins
Unified Government Clerk

701 North 7th Street, Suite 323
Kansas City, Kansas 66101-3070

Phone: 913-573-5260
Fax: 913-573-5299
http://www.wycokck.org

September 12, 2019

Robert Wing
4222 Pebble Beach Drive
Kansas City, KS 66109
Email: [redacted]

Mr. Wing:

Your request to appear before a standing committee regarding health and safety issues – KCK Fire Department, has been approved for the following standing committee:

**COMMITTEE:** Public Works and Safety Standing Committee
**DATE:** Monday, September 23, 2019
**TIME:** 5:00 pm
**LOCATION:** Municipal Office Building
701 North 7th Street, 5th floor conference room (Suite 515)
Kansas City, KS 66101

You will be given up to five minutes to make your comments. All comments must pertain to the subject matter.

If you have any questions, do not hesitate to contact me at 573-5263.

Sincerely,

Carol Godsil

Carol Godsil
Deputy UG Clerk

c: Mike Callahan, Fire Chief
Renee Ramirez, Human Resources Director

**Godsil, Carol**

| | |
|---|---|
| **From:** | Godsil, Carol |
| **Sent:** | Thursday, September 12, 2019 11:46 AM |
| **To:** | 'rwing[redacted] |
| **Subject:** | Request to Appear Before Standing Committee |
| **Attachments:** | Wing, Robert.pdf |

Your request to appear before a standing committee regarding health and safety issues – KCKFD, has been approved. See attachment for specifics.

In order to serve you better, we would appreciate your feedback by taking our brief Customer Service Survey

*Carol Godsil*
Deputy UG Clerk
701 N 7th St, Ste 323
Kansas City, KS 66101
913-573-5263