



UPDATE
Public Works and Safety Committee
Standing Committee Meeting Agenda
Monday, September 14, 2020
5:00 PM

Location: Remotely

You are invited to a Zoom webinar.

When: Sep 14, 2020 05:00 PM Central Time (US and Canada)

Topic: PW/S & A/HS Standing Committee Meetings

Please click the link below to join the webinar:

<https://zoom.us/j/96229024311?pwd=VG5tVHJtaXpCZEFodVNiT0V5WUJBdz09>

Passcode: 009425

Or iPhone one-tap :

US: +13462487799,,96229024311# or +16699009128,,96229024311#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782 or +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656 or 888 475 4499 (Toll Free) or 877 853 5257 (Toll Free)

Webinar ID: 962 2902 4311

International numbers available: <https://zoom.us/u/ad49HeyR6T>

<u>Name</u>	<u>Absent</u>
Commissioner Melissa Bynum, Chair	☐
Commissioner Angela Markley	☐
Commissioner Christian Ramirez	☐
Commissioner Mike Kane	☐
Commissioner Jane Philbrook	☐
Tom Groneman, BPU Board Member	☐

I. Call to Order/Roll Call

II. Revisions to September 14, 2020 Agenda

Additional Information Item No. 1 – 20380: WaterOne

Construction agreement, borrow area and access easement, and site plan.

III. Approval of standing committee minutes from July 27, 2020.

IV. Committee Agenda

Item No. 1 - RESOLUTION: WATERONE COOPERATIVE AGREEMENT FOR LEVEES PROJECT

Synopsis: A resolution authorizing a cooperative agreement with WaterOne related to the levees project to use WaterOne property for borrow area (dirt), submitted by Jeff Fisher, Executive Director of Public Works.

Tracking #: 20380

Item No. 2 - WIFIA

Synopsis: WIFIA – Water Infrastructure and Innovation Act of 2014 – is an EPA sponsored funding program that supports the development and implementation of projects and programs surrounding water infrastructure, property acquisition due to environmental impacts, and projects that are also secured by State Revolving Funds. WIFIA is an opportunity providing funding momentum where the EPA may provide 49 cents for every 51 cents spent to qualified borrowers at a very low rate that is paid over a long period of time. The repayment period may be deferred up to five years following completion allowing the community to capitalize on early infrastructure investment. Minimum project/program size is 20 million, submitted by Jeff Fisher, Executive Director of Public Works.

Tracking #: 20383

V. Public Agenda

VI. Adjourn

**AGENDA UPDATE
PUBLIC WORKS AND SAFETY
STANDING COMMITTEE MEETING
MONDAY, SEPTEMBER 14, 2020**

IV. COMMITTEE AGENDA

ADDITIONAL INFORMATION

**Item No. 1 – 20380...WATERONE COOPERATIVE AGREEMENT FOR LEVEES
PROJECT**

Synopsis: The additional documents submitted for this item consist of: construction agreement, borrow area and access easement, and map of the site plan.

**INTERGOVERNMENTAL AGREEMENT BETWEEN WATERONE AND THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS FOR THE
CONSTRUCTION OF LIME RESIDUAL FACILITIES**

THIS AGREEMENT is made this ____ day of _____, 2020, by and between the Unified Government of Wyandotte County/Kansas City, Kansas, a _____ of the State of Kansas, hereinafter called the "UG," and Water District No. 1 of Johnson County, a quasi-municipal corporation of the State of Kansas, hereinafter called "WaterOne."

WITNESSETH that:

WHEREAS, the UG is a stakeholder on the Kansas Citys Levees Project with the U.S. Army Corps of Engineers (hereinafter "USACE") for the rehabilitation and improvement of three levee units along the Kansas River in the Kansas City Metropolitan area, (hereinafter "Levees Project"); and,

WHEREAS, WaterOne owns property in the vicinity of the Levees Project that has been identified as a viable source of fill material for use in the construction of the levees; and

WHEREAS, WaterOne anticipates the need of the construction of two lime residual facilities (hereinafter "Residual Facilities") in the future on the identified property which requires the removal of fill; and

WHEREAS, WaterOne has agreed to allow the UG access and permission to use the property as a borrow site in exchange for the construction of the Residual Facilities according to WaterOne construction standards and specifications; and

WHEREAS, the UG is willing to undertake the construction of the Residual Facilities as a part of the Levees Project subject to the terms and conditions of this Agreement; and

WHEREAS, the UG and WaterOne have determined to enter into this Agreement for the aforesaid Public Improvement as authorized and provided by K.S.A. 68-169, K.S.A. 12-2908; and

WHEREAS, the UG has executed this Agreement by its County Administrator, who is authorized to approve and execute such agreements through the Board of Unified Government Commissioners; and

WHEREAS, the governing body of WaterOne did approve and authorize its Board Chairman to execute an Agreement by official vote of the body on the ____ day of _____, 2020.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the parties hereto agree as follows:

1. **PURPOSE OF AGREEMENT.** The parties hereto enter into this Agreement to govern the use of WaterOne property as a borrow area (hereinafter "Borrow Area") for the Levees Project and the construction of two Residual Facilities as a result of the removal of fill material needed for the levee improvements.
2. **COMPENSATION.** There shall be no monetary exchange under this Agreement. The parties enter into this Agreement in consideration of the mutual benefit each will receive as a result of the activities described herein. The UG will derive value from the use of the borrow material taken from the Borrow Area and the proximity of the Borrow Area to the Levees Project site, which will reduce project costs. WaterOne will receive value in having two future Residual Facilities sites necessary to WaterOne operations properly excavated and ready for final construction as a result of the removal of the borrow material.
3. **BORROW AND ACCESS EASEMENT.** The Borrow Area and access to the site is described in the Borrow and Access Easement and Map (hereinafter "Easement") attached as Exhibit A, hereto. The UG is responsible for enforcement of all provisions of the Easement, including, but not limited to, damage to WaterOne property, facilities, roadways, and growing crops. At no time should the activities governed by this Agreement interfere with the operations or access of WaterOne, its agents, assigns or lessees.
4. **ADMINISTRATION OF PROJECT.**
 - A. The UG has contracted separately with USACE for the work on the Levees Project. The UG agrees to incorporate standards and specifications for construction of the Residual Facilities, as described in Exhibit B hereto, into the Levees Project bid documents and contract. USACE will be acting as the contracting agency for the UG on the Levees Project and will be bidding and contracting the actual performance of work. The UG will be ultimately responsible for ensuring the Residual Facilities are constructed to WaterOne standards and specifications as described in Exhibit B. WaterOne has no contractual obligation to USACE or its subcontractor performing work. The UG shall have the following additional responsibilities:
 - (1) The UG, through the contracting agency USACE, shall make all contracts and change orders for the construction of the Residual Facilities, including the responsibility to solicit construction bids from qualified bidders as required by its contract with the USACE for the Levees Project. WaterOne will have the opportunity to review the selected successful bidder.

- (2) The UG shall incorporate standards and specifications as described in Exhibit B for the construction of the Residual Facilities, into the Levees Project contract with USACE.
- (3) WaterOne will accept all construction of Residual Facilities as being compliant with the specifications in Exhibit B prior to the completion of this agreement/construction. Written certification that all construction of Residual Facilities is compliant with the contract specifications shall be forwarded by WaterOne to the UG within ten (10) days of final inspection of the Residual Facilities.
- (4) The UG, to the extent permitted by law and subject to the Kansas Tort Claims Act, agrees to indemnify, defend, protect and hold harmless WaterOne of an from any and all claims, demands, causes of action, suits, loss, reasonable cost, reasonable expenses, damages, liabilities, obligations and judgments, including reasonable attorneys' fees, in any manner arising out of, related to or connected with UG's breach of its obligations under this instrument, or UG's use of or UG's activities upon the property as herein provided or that of its respective permitted users. To the extent that UG uses third party contractors to undertake or perform obligations hereunder, UG shall (i) provide or cause its contractor(s) to provide liability insurance in commercially reasonable amounts consistent with industry practices, (ii) shall name WaterOne as an additional insured, and (iii) shall provide WaterOne evidence of such coverage. Parties understand that USACE cannot add WaterOne as additional insured or require it's contractors to list WaterOne as an additional insured
5. **OWNERSHIP OF THE RESIDUAL FACILITIES.** WaterOne shall have and retain full and complete title and ownership of the Residual Facilities, now and into the future, pursuant to this Agreement.
6. **TERM AND TERMINATION.** The period of this Agreement will begin on the date of execution and will continue, subject to termination rights herein, until December 31st, 2027. WATERONE may terminate this Agreement at any time, without cause, upon giving ninety (90) calendar day's prior written notice. The ninety (90) days advance notice requirement is waived in the event of termination for Cause. "Cause" shall be defined hereunder as the failure to satisfy or perform any obligation under this Agreement or Exhibits hereto, negligent action of the UG, it's contractors, agents, or assigns, or interference with the operations or access of WaterOne or its agents, assigns, or lessees. When funds are not appropriated or otherwise made available to support continuation of performance, this Agreement shall be cancelled at the discretion of WaterOne. This Agreement may be extended upon written Agreement by the parties.
- Any disputes, controversies or differences which may arise between the Parties out of or in relation to or in connection with this Agreement, including any alleged failure to perform, or breach, of this Agreement, or any issue relating to the interpretation or

application of this Agreement, then upon the request of either Party, the Parties agree to meet and discuss in good faith a possible resolution thereof prior to the initiation of termination

7. **NOTIFICATION.** For purposes of this Agreement, any required notices shall be deemed sufficiently given the third day following deposit in the U.S. mail, certified, return receipt requested, postage prepaid, and addressed as follows:

If to WaterOne:

Water District No. 1 of Johnson County
Hanley Barker, P.E.

If to the UG:

Unified Government
Clerk
701 N. 7th St., 3rd Floor
Kansas City, KS 66101

Notice shall also be deemed sufficiently given upon actual delivery by reliable courier service or other method.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by the authority of their respective governing bodies the day and year first above written.

Unified Government of Wyandotte County, Kansas Water District No 1 of Johnson County

Doug G. Bach
County Administrator

Brenda Cherpitel,
Board Chair

Attest:

Attest:

UG Clerk

Candace Golubski
Assistant to the Water District Board

Approved As To Form:

Approved As To Form:

James Bain
Assistant Legal Counsel

Eric Arner
General Counsel

BORROW AREA AND ACCESS EASEMENT

The undersigned, Water District No. 1 of Johnson County, (hereinafter called WaterOne) a quasi-municipal corporation organized and existing under the laws of the State of Kansas, title holder to land located generally in the **Southeast ¼ of Section 21, part of the Southwest ¼ of Section 22, part of the West ½ of the Northwest ¼ of Section 27, part of the North ½ of Section 28 and part of the Southwest ¼ of said Section 28, all being in Township 11 South, Range 24 East in Kansas City, Wyandotte County, Kansas** and further described in Exhibit A attached hereto, for and in consideration of the benefit to be derived by WaterOne from the Kansas City Levees Project, does hereby grant, bargain, sell, convey and confirm unto the Unified Government of Wyandotte County (hereinafter called UG) and its assigns, a temporary easement and right-of-way for access in, on, over and across the property described in Exhibit A, hereinafter the "Borrow Area", for a period not to exceed 76 months from the date of this document and subject to the following conditions.

1. Permitted Activity. The UG, its representatives, agents, and contractors are hereby permitted to use the Borrow Area for only activities related to the Kansas City Levees Project. Permitted Activity includes the right to borrow fill; move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Kansas City Levees Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the Borrow Area; reserving, however, to the landowners, their heirs, assigns, and lessees, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines, and future uses or needs of WaterOne in water supply system operations.

2. Damage to Crops. The UG will make all reasonable efforts to avoid damage to growing crops in the Borrow Area and will be responsible for reimbursement for any damage that does occur to crops as a result of the use of the Area.

3. Access. Access to the Borrow Area shall be afforded, across the existing roadway on WaterOne property, as depicted in the detailed map, attached hereto. During the term of the Borrow Easement, the UG shall be responsible for maintaining the road in good condition, free of equipment, debris, damage, and shall at no time interfere with WaterOne's use of the road. The UG will be responsible for immediate repairs to the road as a result of the use of the roadway during the term of the Easement to the same or better condition than before the work was performed.

4. Indemnification. The UG agrees, to the extent permitted by law and subject to the Kansas Tort Claims Act, to indemnify, defend, protect and hold harmless WaterOne from any and all claims, demands, causes of action, suits, loss, reasonable cost, reasonable expenses, damages, liabilities, obligations and judgments, including reasonable attorneys' fees, in any manner arising out of, related to or connected with UG's breach of its obligations under this instrument, or UG's use of or UG's activities upon the property as herein provided or that of its respective permitted users. To the extent that UG uses third party contractors to undertake or perform obligations hereunder, UG shall (I) provide or cause

its contractor(s) to provide liability insurance in commercially reasonable amounts consistent with industry practices, (ii) shall name WaterOne as an additional insured, and (iii) shall provide WaterOne evidence of such coverage.

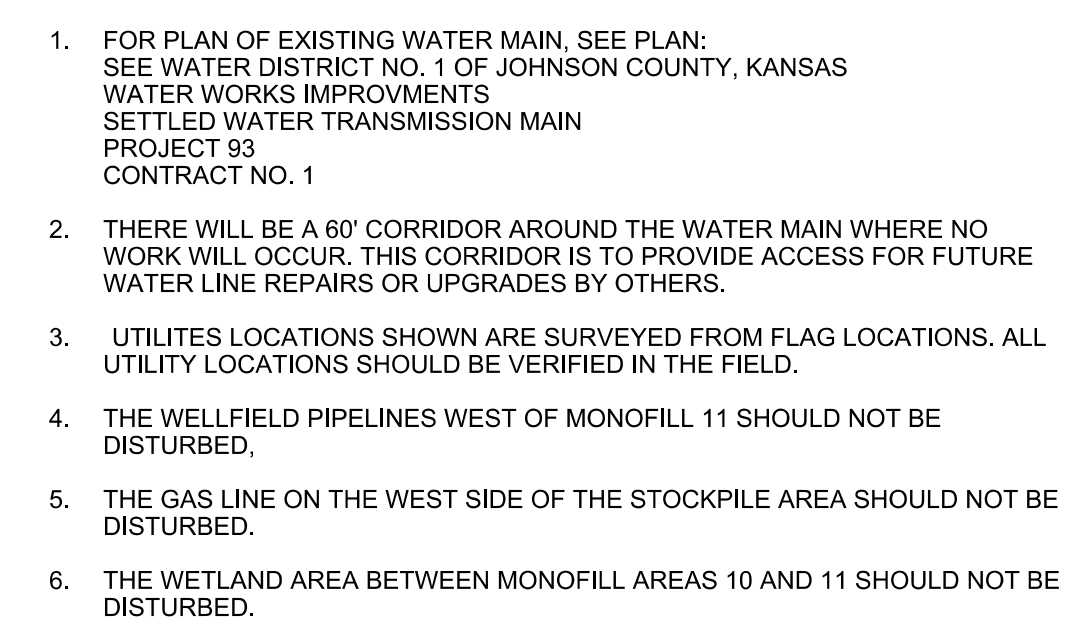
5. Agreement to Construction Requirements. The grant of this Borrow Area and Access Easement is contingent upon agreement by the UG to the construction requirements for lime residual treatment facilities which will be constructed as a result of the removal of borrow material from the Borrow Area. Said **INTERGOVERNMENTAL AGREEMENT BETWEEN WATERONE AND THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY, KANSAS FOR THE CONSTRUCTION OF LIME RESIDUAL FACILITIES** (hereinafter "Intergovernmental Agreement") shall be approved and executed by both parties prior to any Permitted Activities commencing on the Borrow Area. This Borrow and Access Easement shall become Exhibit A to the Intergovernmental Agreement.

6. Compensation. The undersigned title holder to said property also acknowledges that the UG informed us of the fair market value of the real estate interest listed herein. Nevertheless, in view of the benefits to be received from the Kansas City Levees Project, we waive our rights to the fair market value of the interest to be acquired and agree to donate the same to the UG in furtherance of the project.

Executed this ____ day of _____, 2020.

General Manager—WaterOne

County Administrator—Unified Government



	TEST PITS
	SURVEY CONTROL
	PROPERTY LINE
	WATER MAIN
	GAS LINE
	CONSTRUCTION LIMITS
	STOCKPILE REMOVAL LIMITS

A1 WATER ONE BORROW AREA SITE PLAN
SCALE: 1" = 300'

**PUBLIC WORKS AND SAFETY
STANDING COMMITTEE MINUTES
Monday, July 27, 2020**

The meeting of the Public Works and Safety Standing Committee was held on Monday, July 27, 2020, at 5:00 p.m., remotely via Zoom or by phone. The following members were present: Commissioner Bynum, Chairman; Commissioners Markley, Ramirez, Kane, Philbrook, and BPU Board Member Groneman. The following officials were also in attendance: Misty Brown, Deputy Chief Counsel; Emerick Cross and Alan Howze, Assistant County Administrators; Wendy Medina, Program Supervisor, KCKPD Victim Services; Susan Alig, Assistant Counsel; Rance Quinn, Deputy Police Chief; and Carol Godsil, Deputy UG Clerk.

Chairman Bynum said before I call the meeting to order, I want to announce that due to COVID-19, our committee members, staff, and our public are attending remotely by Zoom or by phone. Any participants joining by phone should mute your phone when not speaking to avoid any background noise and during the meeting, when you do speak, please announce yourself by name and title every time so that the public knows who is speaking. This is critical given the number of remote participants and it's also current guidance from the Kansas Attorney General.

Due to COVID-19, the public has been allowed to submit comments by email prior to the meeting, and those comments would be included in the record.

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

Chairman Bynum said under our revisions, we do have a blue sheet. It's the final version of our agreement with Motorola for our body worn cameras project. That's our last item, Item #3. We'll have the revision when we get to Item #3.

Approval of standing committee minutes from May 18, 2020. **On motion of Commissioner Kane, seconded by Commissioner Ramirez, the minutes were approved.** Roll call was taken and there were six "Ayes," Groneman, Philbrook, Kane, Ramirez, Markley, Bynum.

Committee Agenda:

Item No. 1 – 20255...GRANT: FY21 VOCA APPLICATION FOR VICTIM SERVICES UNIT

Synopsis: Request to apply for and accept the FY21 VOCA grant in the amount of \$368,771 to fund the Victim Services Unit, submitted by Wendy Medina, Program Supervisor, KCKPD Victim Services. The \$92,191 required match will come from existing Police Dept. funds.

Wendy Medina, Program Supervisor, KCKPD Victim Services, said I am requesting permission to submit an application and accept the VOCA, Victim of Crimes Act, grant for fiscal year 2021. VOCA has funded our unit since our inception in 1999. We have three full-time Victim Services personnel currently funded by VOCA at 75%, and two full-time positions at the Order of Protection Office funded at 100% by VOCA. If we are not able to receive VOCA funding, it would reduce our unit to one advocate, significantly limiting our services to victims of domestic violence, sexual assault, child abuse, and survivors of homicides.

Currently, the VOCA grant fiscal year 2020 provided us with \$369,564 in federal funds, with KCKPD contributing 20% in match. For the 2021 fiscal year, the proposed budget we're requesting is \$368,771 in federal funds from VOCA. The required 20%, \$92,191, in match comprise of cash and in-kind, as we have historically done to be contributed by the KCKPD.

It's essentially the same funding level. The slight difference is attributed to a couple of expenses that we will not require the next fiscal year 2021. In 2021, the VSU is expected to be fully staffed, finally, with a program supervisor, two response advocates, two order of protection advocates, one administrative aide, and we are not asking for anything new within this program. There are no additional funds from the Police Department being requested besides those already submitted.

Chairman Bynum said thank you very much.

Chairman Bynum asked, are there any questions from the standing committee members?

Commissioner Philbrook said a quick question. How many folks do you care for in a year? **Ms. Medina** said, oh, that's a large number. I would say right now we are in like the 2,000s. This year significantly has increased in our number of homicides. Where we usually are at about 30 homicides per year, just now we already missed that quota and it's only mid-July.

Commissioner Philbrook said, will, I was just trying to get (no audio). **Ms. Medina** said I'm sorry. **Commissioner Philbrook** said like for the numbers you're helping. Is that (no audio) or is that families included (no audio). **Ms. Medina** said that's right. For survivors of homicides, it's the next-of-kin who we usually provide services to from the moment we arrive on scene to provide a death notification and crisis intervention in the moment. It will usually be like a mom, a dad, a spouse, sometimes an adult sibling. We start providing services at that moment and then on-going as the detectives conduct an investigation, and until it gets handed over to the DA's Office. They have advocates over there that we work with. It will be their chance to provide advocacy to these victims. **Commissioner Philbrook** said thank you for that rundown on the process, Wendy.

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

Chairman Bynum asked, did we have anyone from the public, Madam Clerk, that wanted to make any comments on this item? **Carol Godsil, Deputy UG Clerk**, said the Clerk's Office received no comments from the public.

Chairman Bynum said if there are no further comments from the standing committee, I will ask the Clerk to call the roll.

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

Item No. 2 – 20235...RESOLUTION: DONATION OF A SHERIFF'S OFFICE VAN TO SALVATION ARMY

Synopsis: A resolution authorizing the donation of a 2008 Sheriff's Office transport van to the Salvation Army (valued between \$800 to \$1,500), submitted by Susan Alig, Assistant Counsel.

Susan Alig, Assistant Counsel, said I included a pretty complete memo from Fleet Services in the packet about the condition of the van and the factors that went into Fleet Services' opinion that this van is no longer useful to the Unified Government, and also, unlikely to have much value on

the resale market. The van was used for many years as a transport vehicle. It's got some custom modifications and it's also got some wear and tear. However, the local Salvation Army does have a use for it. The request is for permission to donate the van to the Salvation Army. **Chairman Bynum** said I think that's great.

Chairman Bynum asked, is there any comments from any member of the standing committee? **Commissioner Philbrook** said approval. I want to say that I think they would get plenty of use out of it beyond it's grave right now. They really do need that sort of a van. I want to thank the Police Department for putting that forward.

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

Chairman Bynum asked, is there any comment from the public? **Carol Godsil, Deputy UG Clerk**, said we received no public comments. **Chairman Bynum** said excellent. Thank you so much. I don't think I see any further requests for comments from the committee, so I would ask for roll call.

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

Item No. 3 – 20257...RESOLUTION: LEASE AGREEMENT WITH MOTOROLA SOLUTIONS, INC.

Synopsis: A resolution approving a lease purchase transaction with Motorola Solutions, Inc., for in-car and body worn cameras, submitted by Casey Meyer, Assistant Counsel.

Chairman Bynum said this is our last item. This is the blue sheet.

Misty Brown, Deputy Chief Counsel, said this is the lease purchase agreement for our body worn cameras. We have Deputy Chief Quinn here to answer any questions about the program. What you have in front of you is the lease purchase agreement, which is heavily regulated since it's a

financing agreement and because of the need to comply with state statutes, the Commission has to see the actual documents that come in regarding the finances.

You see on the blue sheet today, we thought this might happen and I was pleasantly surprised to see that we are actually going to be financing about \$250,000 less than we first thought we were. This shows us about \$10,000 savings in interest. We have zero percent the first couple of years, that's why the interest savings isn't a bit more. It causes our payments to go up a little bit over the last three years of the agreement. I've been assured by Budget that we can handle those payments.

This is a deal that we've been working on and are pretty excited for. One more piece to this is because of everyone's eagerness to get moving on it, subject to the Mayor's approval, I am going to ask this item be fast tracked to the full commission this Thursday, if it passes tonight.

Chairman Bynum said thank you so much.

Chairman Bynum said we did have a nice full presentation on the cameras project at our May meeting, which we just approved the minutes for a few minutes ago. Certainly, if anyone has questions or comments, we can hear them now; any member of the standing committee. (There were none.) Ms. Godsil, did we have any comments come in to hear from the public? **Carol Godsil, Deputy UG Clerk**, said no public comments were received.

Chairman Bynum said, standing committee, what we're approving, Misty, is the lease agreement, correct? **Ms. Brown** said that's correct. The financing package and also the asking for the fast track. **Chairman Bynum** said okay, excellent, yes.

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

Chairman Bynum said that does conclude our Public Works and Safety Standing Committee meeting. I do want to let you know that we do not have an Administration and Human Services meeting tonight since there were no items for that agenda.

Chairman Bynum adjourned the meeting at 5:14 p.m.

cg



Staff Request for Commission Action

Tracking No. 20380

Full Commission Meeting Date: 10/1/20

Committee: Public Works & Safety

Date of Standing Committee Action: 9/14/20

(If none, please explain):

Publication Required: No

<u>Date:</u> 9/2/2020	<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> A resolution authorizing the Unified Government of Wyandotte County, Kansas City, KS to enter into a cooperative agreement with WaterOne related to the levees project to use WaterOne property for borrow area (dirt).				
<u>Action Requested:</u> To adopt resolution				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> WaterOne 12-2908 Reso				

A RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS TO ENTER INTO A COOPERATIVE AGREEMENT FOR THE CONSTRUCTION OF LIME RESIDUAL FACILITIES

WHEREAS, Water District No. 1 of Johnson County, Kansas, a quasi-municipal corporation of the State of Kansas (“WaterOne”), and the Unified Government of Wyandotte County/Kansas City, Kansas (“Unified Government”) in Kansas (collectively, the “parties”); and

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

WHEREAS, WaterOne and the Unified Government desire to enter into an Agreement for the construction of lime residual facilities on WaterOne property; and

WHEREAS, In exchange for providing assistance, the Unified Government will be allowed to access WaterOne property and borrow fill to necessitate work on the Kansas City Levees Project; and

WHEREAS, In addition to the operational and practical benefits of the levee construction and lime residual facility, monetary savings to the parties and the public can be realized from the Agreement.

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

Section 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 WaterOne pursuant to K.S.A. 12-2908 for the construction of lime residual facilities.

Section 2: That the County Administrator, and the Unified Government’s other officers, agents, and employees are hereby authorized and directed to take such further action and execute such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS 1ST DAY OF OCTOBER, 2020.

David Alvey, Mayor/CEO

ATTEST:

Unified Government Clerk



Staff Request for Commission Action

Tracking No. 20383

Full Commission Meeting Date:

Committee: Public Works & Safety

Date of Standing Committee Action: 9/14/20

(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>
9/2/2020	Jeff Fisher	x5415	jfisher@wycokck.org	Public Works

Item Description:

WIFIA – Water Infrastructure and Innovation Act of 2014 – is an EPA sponsored funding program that supports the development and implementation of projects and programs surrounding water infrastructure, property acquisition due to environmental impacts, and projects that are also secured by State Revolving Funds. WIFIA is an opportunity providing funding momentum where the EPA may provide 49 cents for every 51 cents spent to qualified borrowers at a very low rate that is paid over a long period of time. The repayment period may be deferred up to five years following completion allowing the community to capitalize on early infrastructure investment. Minimum project/program size is 20 million.

Action Requested:

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List: