



Public Works and Safety Committee
Standing Committee Meeting Agenda
Monday, September 27, 2021
5:00 PM

Location:

You are invited to a Zoom webinar.
When: Sep 27, 2021 05:00 PM Central Time (US and Canada)
Topic: PWS & AHS Standing Committee Meetings

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/88052430287?pwd=TnNqd1Q4QmlUbVp5WFA5SVFFdUhxdz09>

Passcode: 328962

Or One tap mobile :

US: +13462487799,,88052430287# or +16699009128,,88052430287#

Or Telephone:

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

Webinar ID: 880 5243 0287

International numbers available: <https://us02web.zoom.us/j/88052430287?pwd=TnNqd1Q4QmlUbVp5WFA5SVFFdUhxdz09>

<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 27, 2021 Agenda**
- III. Approval of standing committee minutes (no minutes available)**
- IV. Committee Agenda**

Item No. 1 - RESOLUTION: BISHOP WARD HIGH SCHOOL - SCHOOL RESOURCE OFFICER

Synopsis: A resolution approving an agreement with Bishop Ward High School for the Kansas City, Kansas Police Department to provide a School Resource Officer (SRO), submitted by Casey Meyer, Senior Attorney.

Tracking #: 211030

Item No. 2 - RESOLUTION: CSO 19 SEWER SEPARATION (PHASE 1) CMIP - 6130

Synopsis: A resolution declaring CSO 19 Sewer Separation (Phase 1), CMIP 6130, to be a necessary and valid improvement project, and authorizing a survey of land for said project, submitted by James Bain, Assistant Counsel.

Tracking #: 211029

Item No. 3 - UPDATE: CORDICO WELLNESS APPLICATION

Synopsis: Update on CORDICO, a wellness application that Public Safety has implemented, submitted by Don Ash, Sheriff; Michael Callahan, Fire Chief; and Karl Oakman, Chief of Police.

For information only.

Tracking #: 211027

V. Public Agenda

VI. Adjourn



Staff Request for Commission Action

Tracking No. 211030

Full Commission Meeting Date: 10/14/21

Committee: Public Works & Safety

Date of Standing Committee Action: 9/27/21

(If none, please explain):

Publication Required: No

<u>Date:</u> 9/15/2021	<u>Contact Name:</u> Casey Meyer	<u>Contact Phone:</u> x2851	<u>Contact Email:</u> cmeyer@wycokck.org	<u>Department/Division:</u> Legal
<u>Item Description:</u> Attached is an resolution and agreement between the Unified Government and Bishop Ward High School for the Kansas City, Kansas Police Department to provide a School Resource Officer.				
<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> Resolution for SRO at Bishop Ward High School, Final Ward SRO Agreement 9.15.2021 (004)				

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE APPROVAL OF AN AGREEMENT BETWEEN THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS AND BISHOP WARD HIGH SCHOOL FOR THE PROVISION OF A SCHOOL RESOURCE OFFICER.

WHEREAS, pursuant to Kan. Stat. Ann. 12-1908, Bishop Ward High School and Unified Government, have determined that the interests and welfare of the public will best be served by an Agreement for the Kansas City, Kansas Police Department to provide a School Resource Officer to serve at Bishop Ward High School; and

WHEREAS, the parties have reached and prepared an Agreement describing the responsibilities of the parties concerning the above relationship;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AS FOLLOWS: That the Unified Government is hereby authorized to enter said agreement by signature of the County Administrator and who is hereby authorized to take any action required and necessary to implement and satisfy the intent of said Agreement.

THIS RESOLUTION IS ADOPTED by the Governing Body of the Unified Government of Wyandotte County/Kansas City, Kansas, this ____ day of _____, 2021.

UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS

By: _____
David Alvey, Mayor/CEO

ATTEST

Unified Government Clerk

**BISHOP WARD HIGH SCHOOL RESOURCE OFFICER
AGREEMENT**

THIS BISHOP WARD HIGH SCHOOL RESOURCE OFFICER AGREEMENT (the "Agreement"), is made and entered into by and between BISHOP WARD HIGH SCHOOL, ("Bishop Ward"), a private high school located at 708 North 18th Street, Kansas City, Kansas, 66102, and the UNIFIED GOVERNMENT of KANSAS CITY/WYANDOTTE COUNTY and the KANSAS CITY, KANSAS POLICE DEPARTMENT (collectively referred to as "Unified Government" or "KCKPD") a political subdivision of the State of Kansas, 701 North 7th Street, Kansas City, KS 66101.

WITNESSETH

WHEREAS, Bishop Ward and Unified Government, through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Agreement to provide for joint and cooperative action in regard to having a School Resource Officer serve at Bishop Ward High School in Kansas City, Kansas; and

WHEREAS, the governing bodies of Bishop Ward High School and the Unified Government have by resolution agreed to adopt this Agreement to provide for the joint and cooperative action contained herein.

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

**SECTION ONE
EFFECTIVE DATE AND DURATION**

This Agreement shall be effective on the date it is signed by the parties, and shall continue for a period of up to ten (10) years, unless sooner terminated as provided herein.

**SECTION TWO
ADMINISTRATIVE ENTITY**

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

**SECTION THREE
PURPOSE**

This Agreement is established for the purpose of jointly providing for a School Resource Officer to serve at Bishop Ward High School, Kansas City, Kansas.

SECTION FOUR

MANNER OF FINANCING

This Agreement and the matters contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Agreement. Unified Government shall budget and be responsible for all payments related to the employment of the School Resource Officer. Unified Government shall send an invoice to Bishop Ward on an annual basis following the completion of the school year for payment as follows:

School year 2021-2022:	\$30,000.00
School year 2022-2023:	\$33,000.00
School year 2023-2024:	\$36,000.00

School years 2024-through the term of the agreement: Officer's base salary and cost of living increases commensurate with that proscribed by the corresponding year's Memorandum of Understanding Between the Unified Government and F.O.P. Lodge 4.

The invoice shall be paid within thirty (30) days of receipt by Bishop Ward.

SECTION FIVE

DESCRIPTION OF ARRANGEMENT

Unified Government agrees to employ and provide a full-time police officer for Bishop Ward High School ("School Resource Officer"). The School Resource Officer shall be expected to attend and participate in applicable school meetings, and to communicate and coordinate with the school principal and other appropriate school officials concerning the needs of the school and its students. School Resource Officer shall perform the duties set forth in Exhibit A, attached hereto and incorporated by reference. Bishop Ward shall house the officer on a full-time basis and provide adequate technology and office space to the officer. Unified Government shall be responsible for all other costs and matters associated with employing and maintaining the School Resource Officer (i.e., accounting, automobile, uniforms, etc.). If this Agreement is terminated in the middle of the budget year, the Unified Government and Bishop Ward agree to divide the costs proportionally associated with the payment of the School Resource Officer for salary as of the time of termination.

In the event a School Resource Officer must be replaced, KCKPD will follow the process outlined in the Memorandum of Understanding Between the Unified Government and F.O.P. Lodge 4, to fill the position.

SECTION SIX

NOTICE OF DEFAULT; CORRECTIVE ACTION

The failure of either party to comply with each and every term and condition of this Agreement shall constitute a breach of this Agreement. Either party shall have thirty (30) days after receipt of written notice from the other of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice.

SECTION SEVEN **RIGHTS AND REMEDIES**

In the event of any breach hereunder and after the lapse of the cure period as per Section Six above, the non-breaching party shall have all the rights and remedies available under the laws of the State of Kansas in effect. The rights and remedies of the parties hereto shall not be mutually exclusive, but shall be cumulative in all respects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise. In addition, in the event Bishop Ward breaches this Agreement and fails to make corrections as set forth in Section Six above, the Unified Government may terminate this Agreement and cease providing a School Resource Officer to Bishop Ward High School.

SECTION EIGHT **GOVERNING LAW, JURISDICTION, AND VENUE**

All questions with respect to the construction of this Agreement and all right and liability of the parties hereto shall be governed by the laws of the State of Kansas. Jurisdiction and venue for the enforcement of this Agreement shall be found in the courts of Wyandotte County, State of Kansas.

SECTION NINE **NOTICE**

Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, certified mail, in the United States mail addressed to a party at the address given above. In the case of Bishop Ward, notice shall be mailed to the attention of the President at the above address. In the case of the Unified Government, notice shall be mailed to the attention of the County Administrator at the above address. Either party may notify the other to designate a different address for mailing.

SECTION TEN **TERMINATION**

Either party may terminate this Agreement at any time by giving the other party at least ninety (90) days prior written notice of the same.

SECTION ELEVEN **GENERAL PROVISIONS**

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

deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

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

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

D. Covenants and Conditions. Each provision of this Agreement performable by the City and Bishop Ward shall be deemed to be both a covenant and a condition.

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

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

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

H. Time. Time is of the essence of each term, provision, and covenant of this Agreement.

I. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

J. Gender and Number. The singular number includes the plural whenever the context so indicates. As to all this Agreement and any policies or procedures executed in connection thereto, the neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, limited liability company, partnership, or other legal entity when the context so requires. The word "person" means person or persons or other entity or entities or any combination of persons and entities.

K. Waiver or Forbearance. No delay or omission in the exercise of any right or remedy by any party hereto shall impair such right or remedy or be construed as a waiver. Any waiver of any breach must be in writing and shall not be a waiver of any other breach concerning the same or any other provision of this Agreement.

L. No Partnership, Joint Venture, or Third Party Rights. Except as specifically set forth herein, nothing in this Agreement shall be construed as creating any partnership, joint

venture, or business arrangement among the parties hereto, nor confer any rights or benefits to third parties.

- SIGNATURES ON FOLLOWING PAGE -

IN WITNESS WHEREOF, the parties have signed and executed this BISHOP WARD HIGH SCHOOL RESOURCE OFFICER AGREEMENT, after resolutions duly and lawfully passed, on the dates listed below.

DATED this ____ day of _____, 2021.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: _____
Douglas G. Bach, County Administrator

ATTEST:

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

DATED this ____ day of _____, 2021.

BISHOP WARD HIGH SCHOOL

By: _____
, President

ATTEST:

By: _____

EXHIBIT A

The School Resource Officer Will:
1. Work office hours of 7:00am – 3:15pm; Flexible
2. Provide resources and the latest research in regard to safety and security of the school environment;
3. Supervise cafeteria during all lunch periods;
4. Supervise hallways during passing periods;
5. Will take appropriate police action to enforce local and state laws
6. Conduct home visits when requested
7. Handle all arrests and police reports;
8. May work school events when requested and approved by supervisor
9. Visit classrooms as a guest speaker;
10. Be a positive role model;
11. Maintain his/her position as an officer of the law (they will not be a disciplinarian).
12. Coordinate on a regular basis with street officers;
13. Provide a daily summary of activities to the building principal and direct supervisor with the KCKPD.



Staff Request for Commission Action

Tracking No. 211029

Full Commission Meeting Date: 10/14/21

Committee: Public Works & Safety

Date of Standing Committee Action: 9/27/21

(If none, please explain):

Publication Required: Yes 10/21/2021

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
9/14/2021	James Bain	x5077	jbain@wycokck.org	Legal

Item Description:

Project Name: CSO 19 Sewer Separation (Phase 1) CMIP - 6130

A resolution declaring that this project is necessary and valid improvement project, submitted by James Bain, Assistant Counsel. The project includes the following improvements: sewer separation south of Big Eleven Lake, including construction of new sanitary and storm sewers; Big Eleven Lake enhancements, including energy dissipation and aeration; utilization of Big Eleven Lake for stormwater storage; stormwater pretreatment facilities, including bioretention and mechanical debris/nutrient separators; closure of Waterway Drive between Washington Boulevard and State Avenue as previously planned; and parking areas east of Big Eleven Lake. The location is Washington Blvd. to Sandusky Avenue, north 13th Street to North 10th 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.

Action Requested:

To adopt the resolution.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

1 Resolution.CSO 19 Sewer Separation, Survey Extents_CS0 19 Sewer Separation_20210825

(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 **CSO 19 Sewer Separation (Phase 1) CMIP - 6130**, 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 **CSO 19 Sewer Separation (Phase 1) CMIP – 6130**. The project includes the following improvements: sewer separation south of Big Eleven Lake, including construction of new sanitary and storm sewers; Big Eleven Lake enhancements, including energy dissipation and aeration; utilization of Big Eleven Lake for stormwater storage; stormwater pretreatment facilities, including bioretention and mechanical debris/nutrient separators; closure of Waterway Drive between Washington Boulevard and State Avenue as previously planned; and parking areas east of Big Eleven Lake. The location is Washington Blvd. to Sandusky Avenue, north 13th Street to North 10th Street. This project is all in Wyandotte County, Kansas.

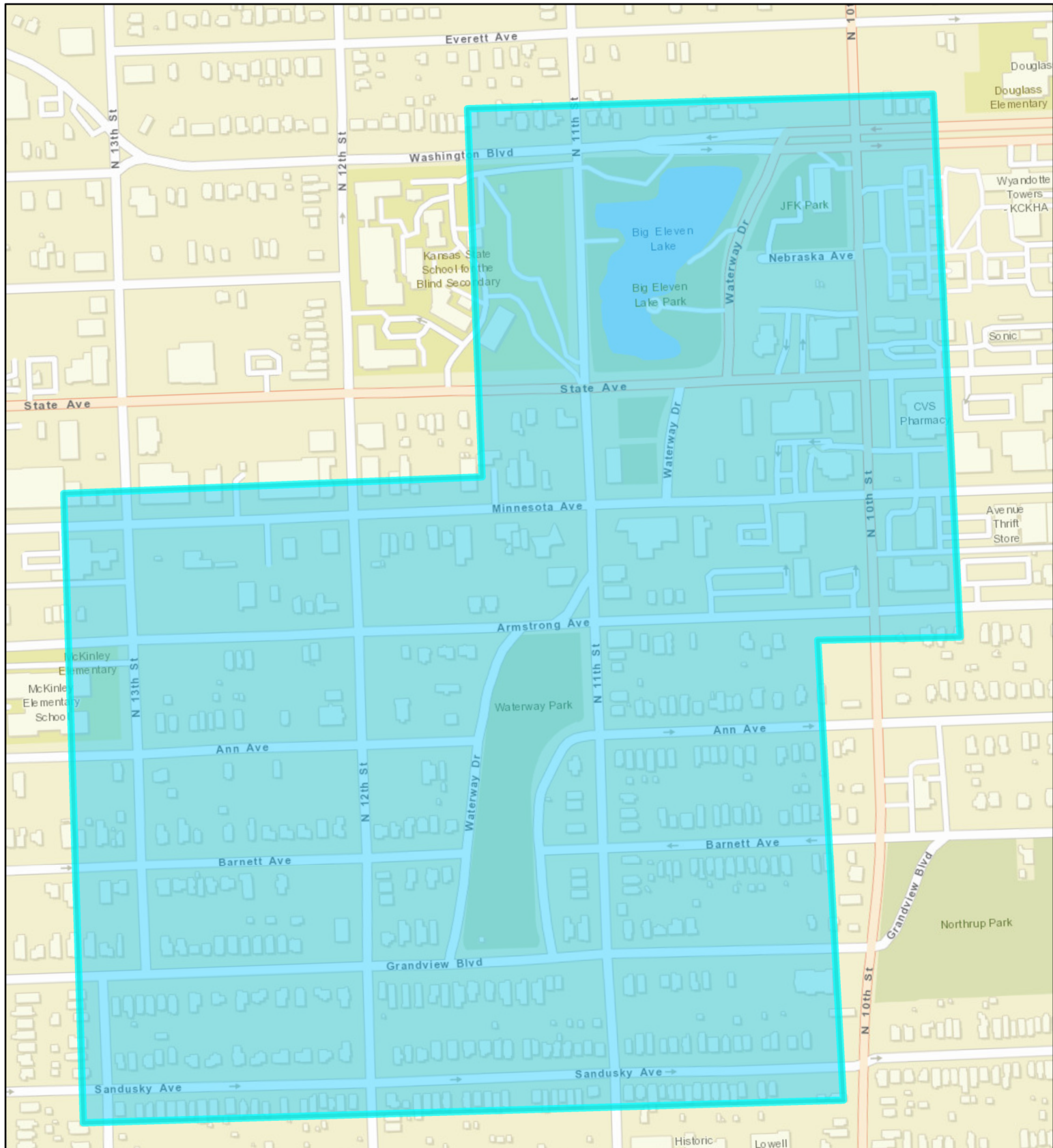
SECTION 2. The Board of Commissioners hereby directs and authorizes its Chief Counsel to cause a survey and description of such parcels to be undertaken and filed with the Clerk of Wyandotte County/Kansas City, Kansas; to thereafter prepare and submit to the Board of Commissioners an ordinance authorizing 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 _____, 2021.

UNIFIED GOVERNMENT CLERK



CSO 19 SEWER SEPARATION (PHASE 1) PROJECT

 Survey Extents

0 250 500 1,000 Feet

BURNS  MCDONNELL®





Staff Request for Commission Action

Tracking No. 211027

Full Commission Meeting Date: NA

Committee: Public Works & Safety

Date of Standing Committee Action: 9/27/21

(If none, please explain):

Publication Required: No

<u>Date:</u> 9/8/2021	<u>Contact Name:</u> Don Ash, Michael Callahan, Karl Oakman	<u>Contact Phone:</u> x4149, x5951, x6009	<u>Contact Email:</u> dash@wycosheriff.org, chiefcallahan@kckfd.org, koakman@kckpd.org	<u>Department/Division:</u> Police Department
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Item Description:

Update on CORDICO, a wellness App that Public Safety has implemented. Sheriff, Fire & Police will provide an update on the implementation of the app.

Action Requested:

For information only

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List: