



UPDATE
Public Works and Safety Committee
Standing Committee Meeting Agenda
Monday, February 28, 2022
5:00 PM

Location: Hybrid

You are invited to a Zoom webinar.

When: Feb 28, 2022, 05:00 PM Central Time (US and Canada)

Topic: Public Works and Safety Standing Committee/Administration and Human Services
Standing Committee

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/87151869170?pwd=Y216REQwaVdZZ0lucHJmUGtwWFk0Zz09>

Passcode: 129660

Or One tap mobile :

US: +13462487799,87151869170# or +16699009128,87151869170#

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 +1 312 626 6799 or
+1 646 558 8656 or +1 301 715 8592 or 877 853 5257 (Toll Free) or 888 475 4499 (Toll
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Webinar ID: 871 5186 9170

International numbers available: <https://us02web.zoom.us/j/87151869170?pwd=Y216REQwaVdZZ0lucHJmUGtwWFk0Zz09>

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

I. Call to Order/Roll Call

II. Revisions to February 28, 2022 Agenda

New Item No. 5 – 211366...APPROVAL: MARC GRANTS

Synopsis: Approval to submit MARC Grants for the 2025-2026 federal fiscal year, submitted by Jeff Fisher, Director of Public Works. The deadline for participation through the pre-application

submittal is April 1, 2022.

It is requested that this item be fast-tracked to the March 3, 2022 full commission meeting.

III. Approval of standing committee minutes from November 15, 2021 meeting.

IV. Committee Agenda

Item No. 1 - APPROVAL: NATIONAL OCEANIC & ATMOSPHERIC ADMINISTRATION GRANT APPLICATION

Synopsis: The Public Works Department is seeking approval for the submittal of an application for a National Oceanic & Atmospheric Administration (NOAA) grant for environmental literacy and climate resiliency, submitted by Jeff Fisher, Director of Public Works. No matching funds are required.

Tracking #: 211349

Item No. 2 - DISCUSSION: CAPITAL MAINTENANCE IMPROVEMENT PROJECT SYSTEM

Synopsis: The Public Works Department is seeking input from the Standing Committee on the capital criteria weights. Two years ago, the Unified Government Board of Commissioners and the Planning & Zoning Commission set the weights for the Capital Maintenance Improvement Projects (CMIP) scoring system, submitted by Jeff Fisher, Director of Public Works.

For Information only.

Tracking #: 211350

Item No. 3 - RESOLUTION: PURCHASE OF ZOLL X SERIES MANUAL MONITOR/DEFIBRILLATORS

Synopsis: This is a resolution for the approval of the purchase of twenty-one (21) defibrillators, twenty-one (21) reusable sensors, and thirty-three case review subscriptions over four years for a total of \$651,289.44, submitted by Jon Khalil, Assistant Counsel.

Tracking #: 211351

Item No. 4 - UPDATE: POLICE DEPARTMENT

Synopsis: Departmental update on Police Department, submitted by Karl Oakman, Chief of Police.

Tracking #: 211360

V. Public Agenda

VI. Adjourn

**AGENDA UPDATE
PUBLIC WORKS & SAFETY
STANDING COMMITTEE MEETING
MONDAY, FEBRUARY 28, 2022**

IV. COMMITTEE AGENDA

NEW ITEM

ITEM NO. 5 – 211366...APPROVAL: MARC GRANTS

Synopsis: Approval to submit MARC Grants for the 2025-2026 federal fiscal year, submitted by Jeff Fisher, Director of Public Works. The deadline for participation through the pre-application submittal is April 1, 2022.

It is requested that this item be fast-tracked to the March 3, 2022 full commission meeting.

**PUBLIC WORKS AND SAFETY
STANDING COMMITTEE MINUTES
Monday, November 15, 2021**

The meeting of the Public Works and Safety Standing Committee was held on Monday, November 15, 2021, at 5:00 p.m., via Zoom or on-site. The following members were present: Commissioner Bynum, Chairman; Commissioners Markley, Ramirez, Kane, and Philbrook, and Tom Groneman, BPU Board Member. The following officials were also in attendance: Emerick Cross, Alan Howze, and Melissa Sieben, Assistant County Administrators; Casey Meyer, Susan Alig, and Henry Couchman, Senior Counsel; James Bain, Assistant Counsel; Patrick Waters, Deputy Chief Counsel; Kathleen VonAchen, Chief Financial Officer; Jeff Fisher, Director of Public Works; Angel Obert, Director of Parks and Recreation; Jack Webb, Deputy Director of Parks and Recreation; Stephanie Bell, Parks and Recreation Program Coordinator; Robert Anderson, Public Works Asset Manager; Troy Shaw, County Engineer; Ashley Hand, Director of Strategic Communications; John Kelly, Director of Buildings and Logistics; Joe Barnes, Water Pollution Control Project Manager; Carol Godsil, Deputy UG Clerk; Monica Sparks and Allie Facio, UG Clerk's Office.

Chairman Bynum said before I call the meeting to order, I want to announce that due to COVID, some committee members, staff and public are attending remotely by Zoom, as well as some on site. All participants joining by phone, please mute your phone when not speaking to avoid background noise.

During the meeting, please make sure you announce yourself by name and title every time you speak so that the public that's observing knows who's speaking. This is critical given the number of remote participants and it's also current guidance from our Kansas Attorney General.

The public is allowed to participate by Zoom or submit comments by email prior to the meeting and those will be included in the record of the meeting. The public may also indicate their intent to provide remote public comment by contacting the Clerk's Office by 5 p.m., the Thursday prior to our meetings. The public also will have an opportunity to provide brief comments, either by phone or Zoom or from the lobby of our municipal office building.

Chairman Bynum called the meeting to order.

Roll call was taken and all members were present as shown above.

Chairman Bynum said, we do not have any revisions on tonight's agenda, and our first order of business is minutes from September 27.

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

Committee Agenda:

Item No. 1 – 211160...RESOLUTION: EMERGENCY COMMUNICATIONS SERVICES

Synopsis: A resolution authorizing the Cooperative Agreement between Bonner Springs, Edwardsville, and Unified Government establishing the Unified Government communications center as the public safety answering point and creating an advisory committee in accordance with the agreement, submitted by Casey Meyer, Senior Counsel.

Casey Meyer, Senior Counsel, said, this is basically just a recitation of what we have already been doing with Bonner Springs and Edwardsville for several years. The Unified Government is the public safety answering point for Wyandotte County, and what that means is we provide the communication and emergency dispatch services to Edwardsville, Bonner Springs, and Kansas City, Kansas. We provide the staffing for that center, which as you probably know, are our Police Department employees and Fire Department employees.

So, all this is doing is putting in writing what we have been doing already and also establishing a 911 advisory committee in which members from both Kansas City, Kansas Fire and Police, as well as Edwardsville Fire and Police, and Bonner Fire and Police, and Administrators from each of those jurisdictions will meet at least twice a year to discuss any improvements that may be able to be made with our communications center. So, that's all it is.

The term is through December of 2030, all parties have the ability to terminate the agreement and as far as fees or payments go, we don't get reimbursed by any of the city in providing these services. There are 911 fees that are collected via state statute, and then those are spent on the

services provided to Bonner Springs and Edwardsville. So, we are just requesting your approval for our ability for Mr. Bach to sign the agreement on behalf of the Unified Government.

Chairman Bynum said, thank you, Casey. You did an excellent job explaining that and it was in our packet. It looks to me like the piece that might be new or additional to what we've been doing is the committee.

Ms. Meyer said, yes, that's true.

Chairman Bynum asked, questions from the committee?

Chairman Bynum asked, were there any comments from the public on the item? **Allie Facio, UG Clerk's Office**, said, no comments were received.

Chairman Bynum asked, do you see any hands up from the public watching for a comment? **Ms. Facio** said, there are no hands raised.

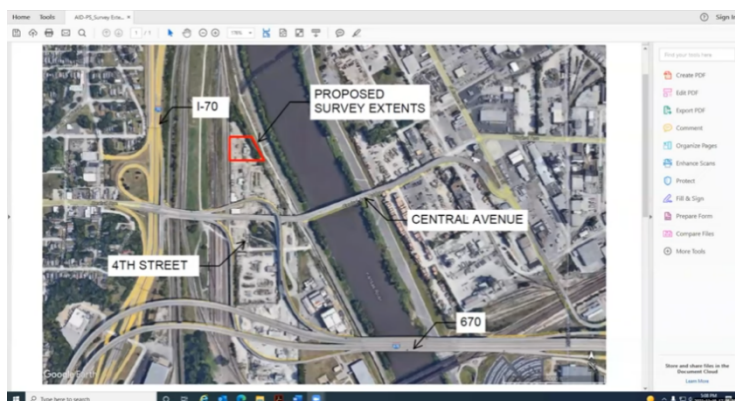
Action: **Commissioner Markley made a motion, seconded by Commissioner Kane, to approve.** Roll call was taken and there were six "Ayes," Groneman, Philbrook, Kane, Ramirez, Markley, Bynum.

Item No. 2 – 211162...RESOLUTION: ARMOURDALE INDUSTRIAL DISTRICT PUMP STATION

Synopsis: A resolution declaring that the Armourdale Industrial District Pump Station (CMIP 6309) Project is a necessary and valid improvement project and authorizing a survey of land for the project, submitted by James Bain, Assistant Counsel.

James Bain, Assistant Counsel, said, as explained, this resolution is in regard to the rehabilitation of the AID Pump Station. It does two things—declares the project necessary and valid and authorizes the survey of the land to get the legal description for what the Unified Government may take in an eminent domain action that could be filed down the road after an attempt to acquire the

necessary land. Joe Barnes, I believe, is on from Water Pollution Control and I'm going to share the map from my computer and let Joe talk you all through the project.



Joe Barnes, Water Pollution Control Project Manager, said, AID Pump Station is our largest pump station that feeds the Kaw Point Wastewater Treatment Plant. We've had some recent failures in the past 12 months, substantial, \$100,000 worth of damages due to deteriorated pipes at the station. We're currently in design to rehabilitate the station and because of the size of the pump station and the limited land that we have surrounding the pump station, we may need to relocate some electrical equipment outside of the pump station. This is just setting us up so we can survey and see where we can put the structure. With that, I'm open to questions.

Chairman Bynum said, on your map where you have the pump station identified, it sits within a triangle of property, if you will, on the southern end being the Central Avenue Bridge. Is that already—the entire triangle I'm referencing—is that all Unified Government-owned already, or do we contemplate any need for offering a payment for private property on this one?

Mr. Barnes said, I think there's two property owners down there at KC Southern and 402 Central Avenue, LLC, something like that. Where we would be expanding, I guess, our project site would just most likely be to the west to stay within that red box. I don't anticipate any additional land needing to be purchased outside of that red box. When we evaluate the sewers in the area, we may need to do rehabs on the existing collection system, but no further expansion.

Chairman Bynum asked, any other questions, comments from our committee members? Were there comments received from the public? **Allie Facio, UG Clerk's Office**, said, no comments were received.

Chairman Bynum asked, are there any hands raised? **Ms. Facio** said, no hands are raised.

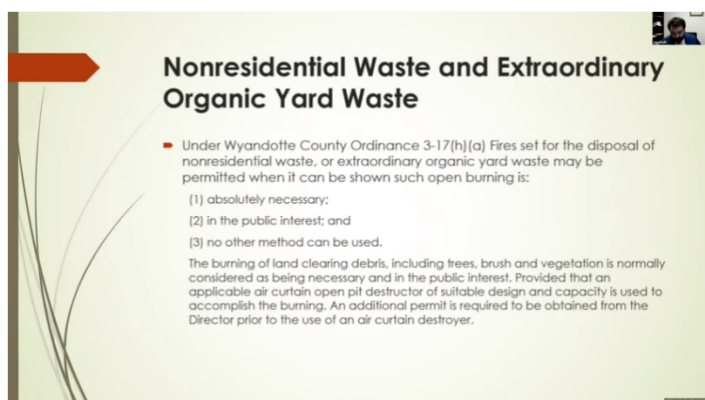
Action: **Commissioner Kane made a motion, seconded by Commissioner Philbrook, to approve.** Roll call was taken and there were six "Ayes," Groneman, Philbrook, Kane, Ramirez, Markley, Bynum.

Item No. 3 – 211065...PRESENTATION: OPEN BURNING

Synopsis: A presentation of potential options to change the Municipal Code to improve clarity to both the public and staff as to what options are available the next time a large storm affects the area, submitted by Jon Khalil, Assistant Counsel. For information only.



Jon Khalil, Assistant Counsel, said, this issue was previously before the committee on July 26th and I'm here today to discuss and solicit some feedback on some proposed changes that came out of the discussion from that meeting.



Nonresidential Waste and Extraordinary Organic Yard Waste

- Under Wyandotte County Ordinance 3-17(h)(a) Fires set for the disposal of nonresidential waste, or extraordinary organic yard waste may be permitted when it can be shown such open burning is:
 - (1) absolutely necessary;
 - (2) in the public interest; and
 - (3) no other method can be used.

The burning of land clearing debris, including trees, brush and vegetation is normally considered as being necessary and in the public interest. Provided that an applicable air curtain open pit destructor of suitable design and capacity is used to accomplish the burning. An additional permit is required to be obtained from the Director prior to the use of an air curtain destroyer.

The ordinance at issue here is Unified Government Code Section 3-17HA, which provides for the open burning of nonresidential waste or extraordinary organic yard waste. This ordinance requires that if you are burning those types of waste, the use of an air curtain open pit destructor.



Nonresidential Waste and Extraordinary Organic Yard Waste



- Under the current code open burning of nonresidential waste and extraordinary organic yard waste is an option of last resort.
- And to mitigate against the environment effects of such, burning an air curtain open pit destructor is required for nonresidential waste and may be required for the burning of extraordinary organic yard waste at the discretion of the health director and chief of the fire prevention division.
- Whether or not an air curtain destructor is required for extraordinary organic yard waste depends on several factors including the amount of material and nature of material to be burned, and the location of the property.

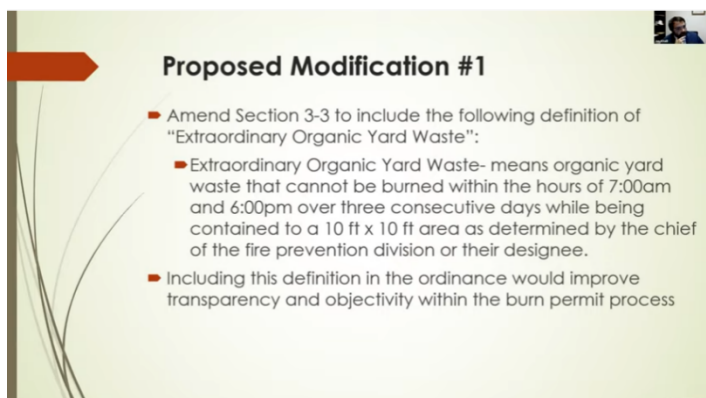
An air curtain destructor is air quality control, air pollutant mitigation device.



Potential Changes to Improve the Ordinance

- Staff is proposing the following changes to provide greater clarity to both the public and our staff as to what options are available the next time we have a large storm that effects the area
- We are here to get feedback from the Commission and make any additional changes that may be requested

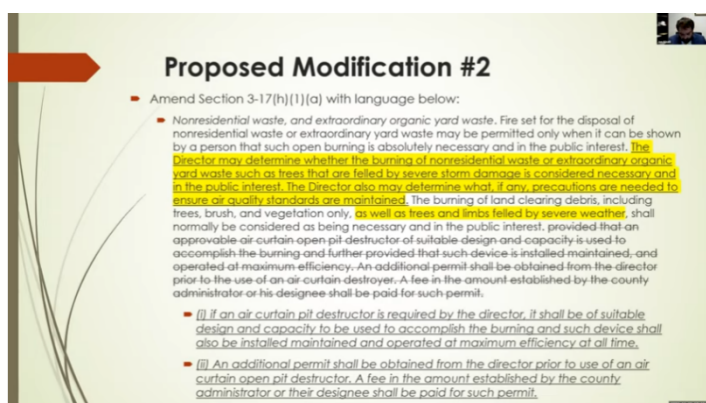
So, the staff is proposing the following changes to provide greater clarity to both the public and our staff as to what options are available the next time we have a large storm in the area that causes an uptick in the amount of organic yard waste that we have to deal with.



Proposed Modification #1

- Amend Section 3-3 to include the following definition of "Extraordinary Organic Yard Waste":
 - Extraordinary Organic Yard Waste- means organic yard waste that cannot be burned within the hours of 7:00am and 6:00pm over three consecutive days while being contained to a 10 ft x 10 ft area as determined by the chief of the fire prevention division or their designee.
- Including this definition in the ordinance would improve transparency and objectivity within the burn permit process

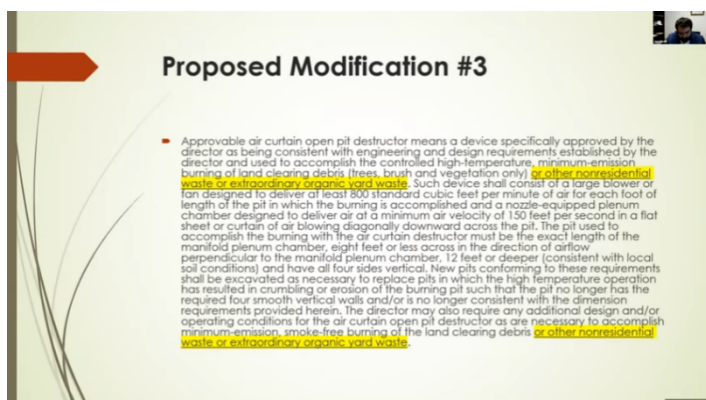
So, our first proposed modification would be to amend Section 3-3 to include a definition of extraordinary yard waste or extraordinary organic yard waste. This definition would be organic yard waste that cannot be burned within the hours of 7 a.m. or 6 p.m. over three consecutive days while being contained to a 10 by 10-foot area, which would be determined by the Chief of the Fire Prevention Division or their designee. This definition is the definition that we are currently using, it's just not anywhere in the code. So, by adding this definition to the code, it would improve transparency and objectivity within the burn permitting process.



Proposed Modification #2

- Amend Section 3-17(h)(1)(a) with language below:
 - Nonresidential waste, and extraordinary organic yard waste. Fire set for the disposal of nonresidential waste or extraordinary yard waste may be permitted only when it can be shown by a person that such open burning is absolutely necessary and in the public interest. *The Director may determine whether the burning of nonresidential waste or extraordinary organic yard waste such as trees that are felled by severe storm damage is considered necessary and in the public interest. The Director also may determine what, if any, precautions are needed to ensure air quality standards are maintained. The burning of land clearing debris, including trees, brush, and vegetation only, as well as trees and limbs felled by severe weather, shall normally be considered as being necessary and in the public interest, provided that an approvable air curtain open pit destructor of suitable design and capacity is used to accomplish the burning and further provided that such device is installed, maintained, and operated at maximum efficiency. An additional permit shall be obtained from the director prior to the use of an air curtain destroyer. A fee in the amount established by the county administrator or his designee shall be paid for such permit.*
 - (i) If an air curtain pit destructor is required by the director, it shall be of suitable design and capacity to be used to accomplish the burning and such device shall also be installed, maintained and operated at maximum efficiency at all time.*
 - (ii) An additional permit shall be obtained from the director prior to use of an air curtain open pit destructor. A fee in the amount established by the county administrator or their designee shall be paid for such permit.*

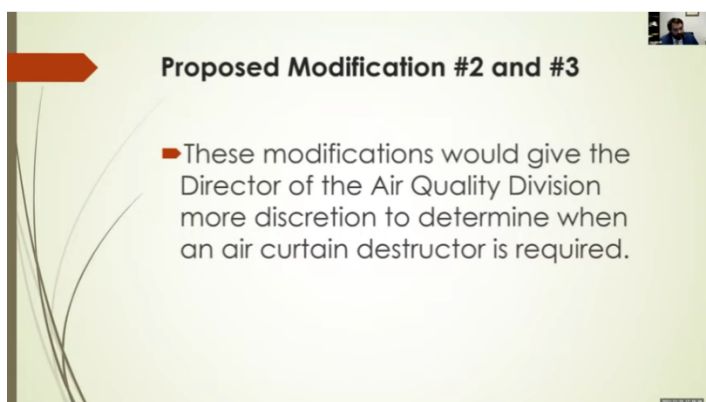
Our second proposed modification would be to increase the discretion of the director. This would give the Director of Air Quality Division the discretion to determine what types of wastes are in the public interest to burn, and if and what air quality precautions are needed when burning.



Proposed Modification #3

- Approvable air curtain open pit destructor means a device specifically approved by the director as being consistent with engineering and design requirements established by the director and used to accomplish the controlled high-temperature, minimum-emission burning of land clearing debris (trees, brush and vegetation only) **or other nonresidential waste or extraordinary organic yard waste**. Such device shall consist of a large blower or fan designed to deliver at least 800 standard cubic feet per minute of air for each foot of length of the pit in which the burning is accomplished and a nozzle-equipped plenum chamber designed to deliver air at a minimum air velocity of 150 feet per second in a flat sheet or curtain of air blowing diagonally downward across the pit. The pit used to accomplish the burning with the air curtain destructor must be the exact length of the manifold plenum chamber, eight feet or less across in the direction of airflow perpendicular to the manifold plenum chamber, 12 feet or deeper (consistent with local soil conditions) and have all four sides vertical. New pits conforming to these requirements shall be excavated as necessary to replace pits in which the high temperature operation has resulted in crumbling or erosion of the burning pit such that the pit no longer has the required four smooth vertical walls and/or is no longer consistent with the dimension requirements provided herein. The director may also require any additional design and/or operating conditions for the air curtain open pit destructor as are necessary to accomplish minimum-emission, smoke-free burning of the land clearing debris **or other nonresidential waste or extraordinary organic yard waste**.

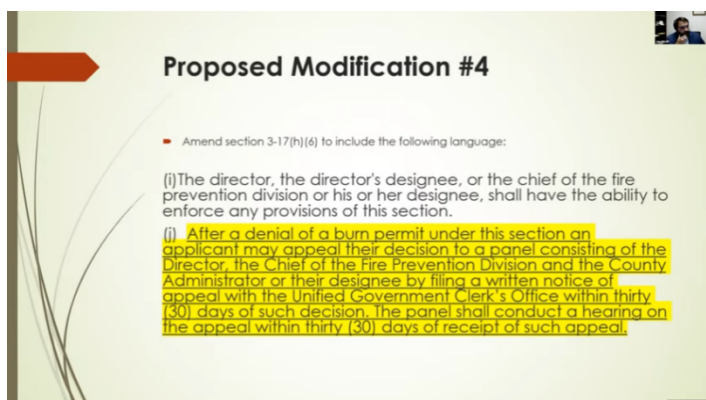
The third modification would update the definition of an air curtain in the code to include emission control on other non-residential waste or extraordinary organic yard waste.



Proposed Modification #2 and #3

- These modifications would give the Director of the Air Quality Division more discretion to determine when an air curtain destructor is required.

These modifications would both give the director of the Air Quality Division more discretion to determine when air curtain destructors are required.

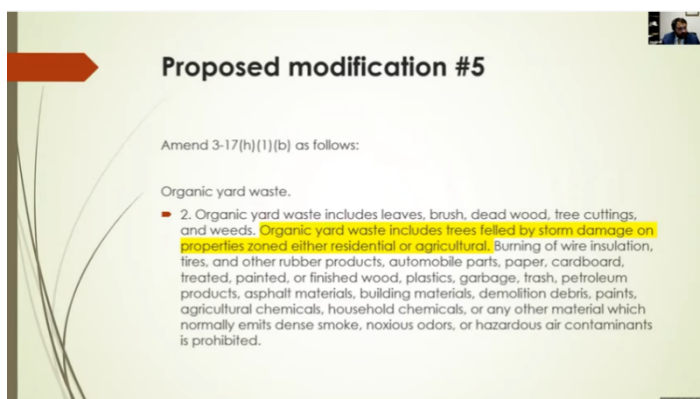


Proposed Modification #4

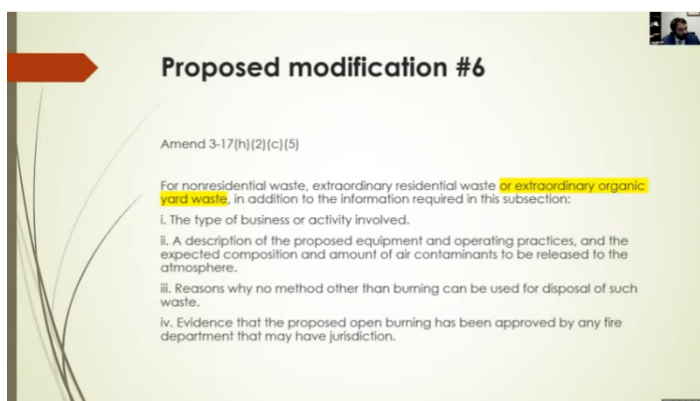
- Amend section 3-17(h)(6) to include the following language:
 - (i) The director, the director's designee, or the chief of the fire prevention division or his or her designee, shall have the ability to enforce any provisions of this section.
 - (j) **After a denial of a burn permit under this section an applicant may appeal their decision to a panel consisting of the Director, the Chief of the Fire Prevention Division and the County Administrator or their designee by filing a written notice of appeal with the Unified Government Clerk's Office within thirty (30) days of such decision. The panel shall conduct a hearing on the appeal within thirty (30) days of receipt of such appeal.**

The fourth proposed modification would create an appeals process for folks who have their burn permit denied. This would be an appeal to the Director of Air Quality, the Chief of the Fire

Prevention Division, and the County Administrator's Office or a panel of the three of them. They would have 30 days to file such an appeal.



The fifth proposed modification would update the definition of organic yard waste in the code to include trees felled by storm damage on properties zoned either residential or agricultural. I believe at the moment it is just residential properties and it doesn't include trees felled by storm damage.



The sixth proposed modification would be including extraordinary organic yard waste when applying for a permit to burn extraordinary organic yard waste. This additional information would be required to obtain a permit with the Fire Prevention Division. Are there any questions or comments about these provisions or modifications?

Commissioner Kane said, yes. First of all, I appreciate what you guys have done. You've done a lot of work on this. This kind of stemmed from an incident from one of my constituents where the situation may have been mishandled, or was mishandled to be honest about it. No more than

these events happen when we're talking about the curtain and the machine that does that where the curtain destructor is required, they're at a minimum between \$15,000 and \$20,000 to get one of those to rent. No more than these events happen, and it's only happened once in the 16 and a half years that I've been here, so the relativity how often this happens is minimal, and what people don't realize when you lose a downed tree in an agricultural area you don't get any insurance for that. So, you've already lost some trees, you'd be out a multiple amount of monies and an inconvenience and you've got this all over the place. We have a Director of Air Quality, correct?

Mr. Khalil said, yes.

Commissioner Kane said, okay. So, I guess somewhere—I'd like to massage this a little bit to include any agriculture use. The issue, the permit by Health Department and/or Fire Department and now the Director of Air Quality, without the use of a curtain when the application is made as long as the quality conditions are accepted. The reason I say that is I don't know why we went this big. It was a very simple thing that folks are working on and if it meets the air quality, if the Director of Air Quality says it's fine, if the Health Department says it's fine, the Fire Department says it's fine that you keep it in this minimal area, I don't believe that they should be required to have an air curtain.

Like I said, it's only happened once in 16 and a half years, and it was mishandled. I don't want to have this happen again, but if this happened and you had some agriculture around and you did that, as long as they follow the Health Department, the Fire Department, the Director of Air Quality Control, they say you can do it this day or these days, then I don't think the air curtain destructor is required in my mind. If they follow those three recommendations from those three different departments, and it's in that box that you guys keep talking about, I don't think that curtain's necessary.



Commissioner Bynum said, if we could step back to that first slide. The one with the photograph, go back to the photograph. Is that the air curtain apparatus? **Mr. Khalil** said, yes, so that's a picture of an air curtain, Commissioner Bynum.

Commissioner Bynum said, so, I'm just trying to track with what Commissioner Kane is saying and not in a position to have ever done this or needed to do this, but it looks to me like there's a hole in the ground, if I'm looking at this properly. What's being burned is in the hole, and the destructor equipment is there for purposes of basically containing and/or putting out that fire because the question that I have is organic material of this magnitude set on fire and allowed to burn between 7 a.m. and 6 p.m. is going to have to be put out. Correct? I mean, it's not going to burn itself out.

Mr. Khalil said, there would have to be safety steps taken to ensure the fire was safely extinguished in that time period if there was enough material present to burn for that long. What the air curtain destructor does is it creates an air curtain over the top of that open pit there that keeps all of your potential pollutants from getting out into the wire atmosphere. So, it would keep the smoke and anything else that could potentially be burning inside of that pit from getting out. I mean, the real issue is smoke when you're dealing with organic waste.

What the proposed change here would do, to address Commissioner Kane's point, is currently the ordinance would require an air curtain destructor and this would make that an option for the Health Department when they're making their determination. So, if they feel one is needed, they would still have the option to require someone to use one, but not in every case would one be required.

Commissioner Bynum said, okay. I appreciate that because it sounds like the modifications then are addressing the original concern and the concern that Mr. Kane is sharing today that rather than just requiring it by ordinance, it is allowing for a case-by-case basis, if I'm understanding you.

Mr. Khalil said, yes. So, it would allow for a case-by-case basis for the Air Quality Control and the Fire Department to be able to make a decision on whether an air curtain is needed.

Commissioner Bynum said, excellent. Well, that is good. It sounds like a response to, I think, the concerns that were in front of us over the summer with the issue at hand at that time. What other questions or comments does this committee have? We are soliciting feedback at this time.

Commissioner Bynum said, I do not see any other hands raised on the item. So, if that is the case, if any other staff members have a comment we need to hear, we shall entertain that now. If not, sir, we will thank you for bringing this forward and it is an information only item, so it is not a voting item. We appreciate your time, and as Commissioner Kane said, we do appreciate the work that you all have done to bring these changes forward. So, thank you for that.

Commissioner Markley said, so, I'm just curious. What is the next step for this item? Since it's for information only tonight, taking silence as acquiescence, it sounds like there's support for the language as proposed. Does that mean that it is going to come before us at another standing committee for a vote? I'm just curious what the next step is, since we're not voting on it tonight.

Patrick Waters, Senior Counsel, said, yes, we can take this feedback and we can put this into a final ordinance form, and probably bring it back to you next month.

Commissioner Kane asked, Patrick, can we make sure to highlight to have the option of case-by-case? **Mr. Waters** said, yes, Commissioner.

Commissioner Bynum said, and just for clarification, Patrick. I believe that our December meeting is going to be held very early in the month due to the holidays. If not December, then perhaps January, but nonetheless thank you all very much.

Action: For information only.

Item No. 4 – 211164...PRESENTATION: CMIP PROJECT REPORT

Synopsis: The Public Works team will discuss 2022 CMIP projects & the CMIP criteria weights and data-driven selection process, submitted by Jeff Fisher, Executive Director of Public Works. For information only.

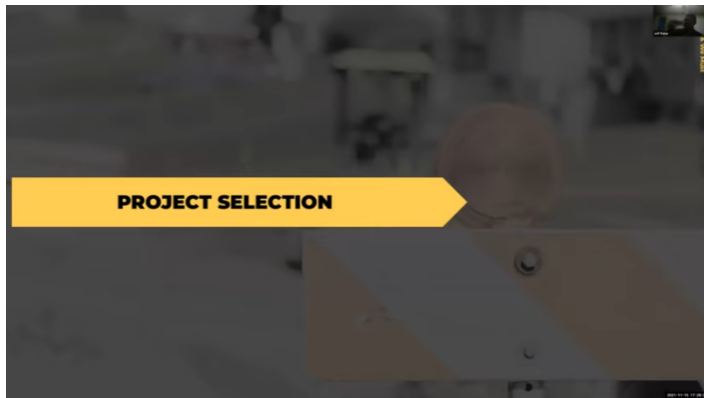
Commissioner Bynum said, Jeff, I'll turn it over to you. I imagine, perhaps, you might have other staff here with you also?



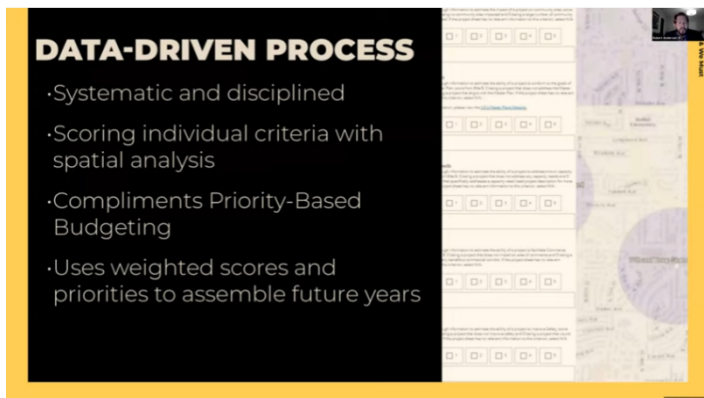
Jeff Fisher, Executive Director of Public Works, said, that's right, Commissioner. We know that this is routine for the UG to make this presentation each fall. Just to highlight the next year's CMIP activities and typical for us to have several participants, like you said, several presenters. We have Robbie Anderson, our Asset Manager, we have Troy Shaw, our County Engineer. We have Joe Barnes, Water Pollution Control, Trenton Foglesong, Water Pollution Control, and John Kelly with Buildings and Logistics.



We've talked about this in the past and in our subcommittees we talked about this as well, I just wanted to make sure we define what CMIP is. It is the Capital Maintenance Improvement Program. Every city has a five-year CMIP or five-year CIP. We just want to point out the difference between capital and maintenance. Capital is usually a one-time project with a defined start and end date with a defined amount of money and a defined scope. Whereas maintenance, that's reoccurring routine work to keep the infrastructure functional and working at its optimum.



Robbie Anderson, Public Works Asset Manager, said, what we ask you to help us with in this process is helping us set weights around how we select projects. We're doing our best to be as data-driven as possible in how we do that, and we've engaged with all of you in that process. It's kind of an exciting time because we just recently wrapped up our presentation on this to the Planning and Zoning Board and will be reengaging you all with that here to evaluate whether or not those weights have been set correctly.



One of the most important parts of what you do is approve the budget that makes improvements to our community. So, the CMIP is a valuable thing and we wanted to be as objective as possible, so we do our best to have a data-driven process that's systematic and disciplined. It's based on this criteria that we've outlined and weighted. It complements the priority-based budgeting process that's trying to find the best programs and best activities that the UG does for the community.

Capital Criteria is used to help the Unified Government assess and evaluate proposed projects, including transportation, buildings, and parks projects will be evaluated using the weighting below.

With the definition of each criterion in mind, consider the Capital Criteria table below. Would you rate each criterion? Do you believe a particular criterion is more important than another? Any one of the criteria equal? Based on your understanding of the criteria, assign a numerical value between 1 and 10 to indicate its importance to you. Please keep in mind that the total combined weight must be equal to 100%.

Capital Criteria	Weight
Costs: Design, O&M, Full Lifecycle	10
ROI (Return-on-Investment)	10
Infrastructure Condition*	10
Safety*	10
Capacity Needs*	10
Population Served*	10
Coordination: Internal/External Stakeholders	10
Commerce*	10
Community Sites*	10
Master Plans*	10
Predictable Project Timing and Scope	10
Total (Must = 100%)	100

FOUNDATIONAL

- Data-driven
- Human-informed
- Helps prioritize projects with multiple benefits in both the short and long terms
- Can be easily updated
- Reliable and explainable

At its heart, it's data-driven, but it's also human-informed. Part of that human-informing is coming from you all, so please keep that on your radar that we'll be reaching out for additional input on this. It's a process that's repeatable and it can easily be updated or modified. That's the whole purpose behind this, to take your input and put it into practice in how we schedule out-year projects. Very important part of our engagement with you. Now, we're going to go on and review the 2022 projects and programs.

2022 PROJECTS & PROGRAMS

BUILDINGS & LOGISTICS 2022 QUICK VIEW

John Kelly, Buildings and Logistics, said, here we have just a couple of pictures for the Buildings and Logistics 2022 quick view to kind of show a couple of the projects we're working on.

November 15, 2021



So, these two particular slides that we have, we talk about the City Hall Stabilization Project, which in 2021 we received \$2.5M and then for 2022, we're receiving another \$2.5M for a total of \$5M total investment. Essentially what this is to do, I think everybody on this call's aware that the City Hall water infiltration has been going on for some time. So, this repair will take the City Hall's diaphragm and allow us to have the reutilization of the ground floor to where maybe we will be able to take people and lease facilities out in other parts of the community and bring them back into space that we have here at City Hall that's underused and will ensure the building to stop having deterioration due to the water infiltration that's been going on for some time.

The other picture below, we have the Pierson Park Fire Station. This particular project is what we're working with the Fire Department currently on with our architect and our CMR to replace two smaller outdated fire stations that are in the Turner area. This will consolidate to one larger fire station that would address immediate needs with room to grow. In 2022, we're receiving another \$2.4M for a total of almost \$9M worth of total investment for this fire station.

We've been having some on-threes with you commissioners explaining kind of where the construction has been looking like since COVID and the supply chain and the cost due to some of these projects being kind of in an idle situation due to the supply chain. So, I just want to make mention that again, we are seeing and hearing a lot of supply chain issues. We just wrapped up a project here behind City Hall at the Health Department and, just for an example, our roofing contractor just literally wrapped up the roofing project to where we were going to start a roofing project across the street at City Hall and we're being told that your basic roofing materials are anywhere between six to eight months lead time.

So, I just want to make sure that the commissioners are aware that as we continue to try to get these projects off the ground and get it moving, the supply chain issue and the cost of some of the—you know, getting our hands on these certain pieces of equipment to get these projects done

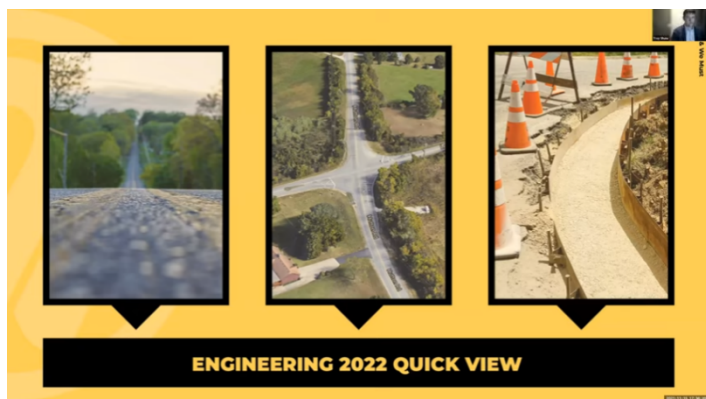
are starting to see a spike. We'll keep you guys informed as these projects are moving if we were to need to come back to get your guys' input, but otherwise, these are just a couple of examples of a couple of projects for 2022 that we're trying to get off the ground and get them going.

Commissioner Kane said, well, I'm not sure what to say here. It took five years to build that fire station out here. I was lied to multiple times, so I hope—and John you did a good job when you picked up the ball on this and I really appreciate it—I hope like hell it doesn't take five years to build another fire station. I know there's supply problems right now, but it didn't take five years, they made sure it took five years and I want to make sure the next one's built in a timely manner.

Mr. Kelly said, I agree, Commissioner, and I think our team that we have formed together that we will ensure that this project moves in the quickest fashion to ensure the durability of the facility and, like I said, if we do run into supply chain issues that would cause the project to be slowed for any reason, we'll make sure you guys are informed of that. You're right, there's several different options that we can look at to keep it going, but at the same time, we want to make sure that we build a fire station for a 50-year type facility. I agree, we don't want to see five years to get this fire station out of the ground.

Commissioner Kane said, and there's still bugs to be worked on in the new one. **Mr. Kelly** said, yes. Any other questions?

Commissioner Bynum said, I don't see any other, if you want to keep moving.

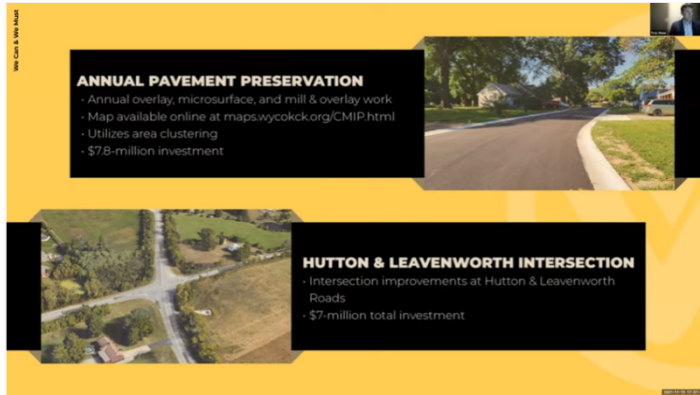


Troy Shaw, County Engineer, said, I'll go over some projects real quick. I think most of us have seen these before, but I want to point out some of these you'll probably start seeing in construction next year.



Start with 7th and Central. That's a project with KDOT as 7th Street's state highway. We're going to do geometric improvements and some access control to improve safety and a functional intersection. Anticipated start of construction is spring of next year. We've actually bid this one early, we had KDOT do a special bid process for us on this one where we were able to order the parts early. So, we've ordered signal equipment, we still haven't got it in yet. We're hoping to get it by spring of next year. To go back to what John was saying, we've done some extra work to get around that, hopefully.

Next one is Hutton and Donahoo intersection. This should be a pretty simple one, it's under design right now. It's another signal project, so plan on bidding that project this winter, getting equipment ordered, and hopefully get that project started. We know there's been backups with the school on Hutton Road, so we've been working with them a little bit, too, to hopefully improve that and I think this project will help with that a little bit.



Also, just note like we always do, our annual pavement preservation, a huge focus on that and a priority rating system for that, what we've been working on with the different techniques. Overlay, microsurface, you'll see some of those. UBAs going out for bid this winter and we will be bidding our 2022 mill and overlay this winter, as well, so we'll be ready to get that one started as soon as spring rolls around this year. So, we should be working spring through the summer to get that knocked out.

Then, Hutton and Leavenworth Road intersection. That's a big safety project where we'll be completely rebuilding the intersection of Hutton and Leavenworth, as well as Leavenworth Road from Hutton down to just to the west of 435. There will be quite a bit of work there, you'll probably see utilities start out there. We'll be doing utilities right away in '22, then the UG's portion of construction will start in '23. So, that will be a big one.



The safe routes to school. We're doing a little over two miles of sidewalk in this area, so it's a pretty big project. We bid this one, this is also an assisted KDOT project. We bid this one in the spring of this year, so planning on construction starting right around the end of May after school's

out. Hopefully that works out that way and we're timing it right. So, I think that's all I have, unless you have any questions.



Commissioner Bynum asked, could we go back one slide? Under annual payment preservation, if I'm understanding you, what the Commission has allocated in our budget for the entire pavement preservation budget is \$7.8M. Is that a correct statement?

Mr. Shaw said, yeah, pretty close. I couldn't give you the exact number, it's a combination of a few different pots of money put together, but yes that's pretty close.

Commissioner Bynum said, then, if you compare it to Hutton and Leavenworth Road, which on its own is a \$7M project, the reason I point those two things out is just to highlight the cost, frankly. Infrastructure is expensive.

Mr. Shaw said, sorry to interrupt, but I was going to say that's a very good point. What you guys have done, in which we appreciate, to make it so we can spend more money on preservation is the budget for Hutton and Leavenworth, we spread it out over three different budget years because it's going to be a big project. So, that's really helped us to get a little bit more for pavement preservation each year as well, so we do appreciate that.

Commissioner Bynum said, and then, just a quick question on the Hutton and Leavenworth Road. When you say that we're going to have reconstruction of Leavenworth all the way east to 435, does that include sidewalks in that area?

Mr. Shaw said, I haven't got the design yet, but yes. If we're going to rebuild the road, we will put sidewalks in and I believe—don't hold me to this—I believe this is part of our Trail Master Plan as well. So, one side will probably have a ten-foot trail as well.

Commissioner Bynum said, well, and I don't mean to belabor this, I appreciate the information. I guess one thing I would toss out here for us and the public, frankly, is sometimes it seems like we're building sidewalks to nowhere. But, in fact, the more we can lay down sidewalk while we're improving a road, it's there for the next time we come along that area to match some sidewalk up to it. Would that be a fair statement?

Mr. Shaw said, yeah, that's 100% correct. It's much cheaper for us to build the sidewalk while we're in there doing the work on the road than it would be to come back later. I know it does, like you said, it looks a little odd when there's just sidewalk going to nowhere, but it is built with the intent to connect to it in the future.

Commissioner Kane said, I hate to ask the question. You guys are still planning on putting a roundabout there, right?

Mr. Shaw said, that is currently the plan. Like I said, it's under design right now and we've started reaching out to the Fire Department to work with them and make sure whatever we do functions for them with the new fire station just to the south there.

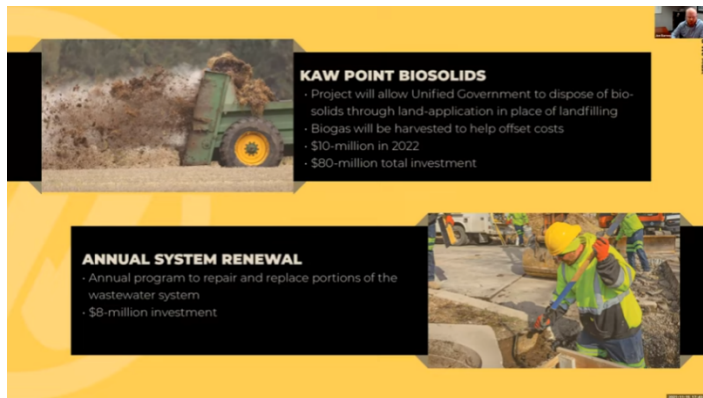
Commissioner Kane said, just so you'll know, I still oppose a roundabout and so does the community.

Mr. Shaw said, I'm aware. I appreciate it and I will be glad to meet with you to discuss. I know we've talked about it before and shared the safety benefits of the roundabout with you, but I know there are those out there that feel completely different. So, I do appreciate that.

Commissioner Kane said, I worked in safety for 21 years. I still disagree with you.

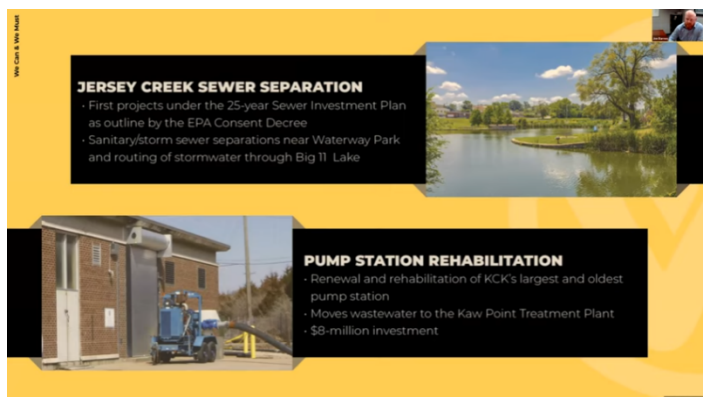


Joe Barnes, Water Pollution Control Project Manager, said, I'm going to go over a few of our projects. This slide is just highlighting some of our field staff and our existing facilities at Kaw Point, at the far right. In the middle is one of our cleaning crews out in the field and then a television crew out doing inspections on our collection system on the right.



A couple of our major project programs. The first one is the Kaw Point Biosolids. It's one of our largest capital projects, it's going to put us in a position to control our own destiny and collaborate with the region on taking in high strength organic waste and FOG (Fats, Oil, and Grease). We won't be reliant on Deffenbaugh or a waste receiving station anymore, we can land apply biosolids. Also, part of that project would be to create biogas and potentially have a revenue stream after the project is completed.

Our next program is our annual system renewal, and this has been supported by our rate studies and included in the five-year CMIP. This renewal program will allow us to prioritize rehab projects at our plants, at our pump station, and then the sanitary sewer collection system based on our asset management program.



The next project is part of our consent decree. It was the first priority project and it's in the Jersey Creek area. Sewer separations, it will separate the stormwater from the sanitary sewer, it'll reduce volumes of overflows in the system, and it's located right outside of the Big 11 Lake service area.

Our last project that we're going to highlight is our AID pump station. Earlier tonight on this agenda, we got the resolution of survey for that. Again, it's one of our largest pump stations. It had some recent failures, it's a huge capital cost to rehabilitate this sanitary sewer pump station and it sends most of the flow to Kaw Point Wastewater Treatment Plant. With that, I'm open for questions.

Commissioner Bynum asked, are there questions on this one? I know we took action on the Big 11 item last month. I guess there's no other comments or questions for you, sir. Thank you.

Mr. Fisher said, I think I failed to mention that Angel Obert, our Parks and Rec Director, is also here with us tonight.



Angel Obert, Director of Parks & Recreation, said, I'm here to give a brief overview on some of our projects that we're highlighting for 2022, as well.



I want to reiterate a little bit of what Mr. Kelly was saying. We, too, are beginning to experience and anticipate to continue to experience some challenge with production and supply chain issues as we move forward toward these projects for 2022.

The first one we'll highlight is ongoing investment and improvements to Davis Hall. In 2022, we'll be adding a fire suppression system; we want to continue to protect and prevent any damages to this historic hall in our inventory. This year in 2021, we are installing a fire suppression system in the kitchen area, which we are also upgrading to a commercial-grade kitchen. Being able to add a fire suppression in 2022 for the whole building will be a lot better service to the community and also protect it and prevent it from hopefully any issues in the future.

Another ongoing project and investment from CDBG dollars is NRSA improvements that we've had over the past several years to the Clifton and City Park area. In 2022, we will be adding a spray park and playground to the Clifton Park area and also doing some onsite improvements with parking. If any of you are familiar with the spray park and playground combo at Eisenhower, we anticipate this design to be very similar to that concept, which has always been well-liked by the community. As far as the spray park and playground component has always been a nice feature, as well.

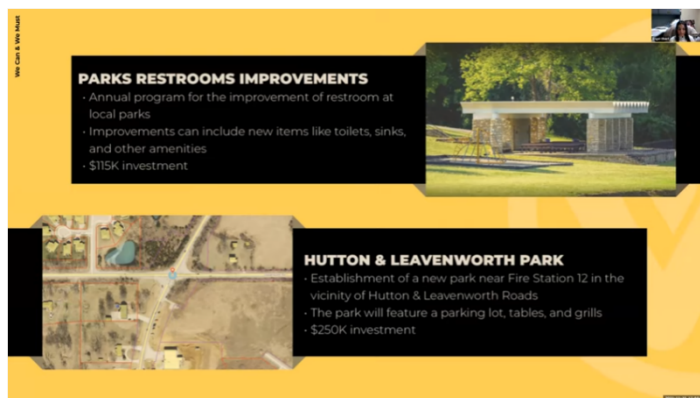
Also with those dollars, doing some improvements to City Park North. Those improvements will include repairing the road and also some parking improvements, as well as updating the shelter and also making improvements to the playground. So, this investment too is \$650,000.

Commissioner Philbrook said, I just wanted to ask you a quick question, Angel. So, the new park, spray park that you're going to put in, it's going to be pretty much as the Eisenhower one is which allows for the nice park benches and table and also the sun shading, as well?

Ms. Obert said, yes. We are looking, as budget allows, to mimic the same design concept, so exactly what you're speaking of, that spray park with the playground that kind of flow into one with the nice seating area in between.

Commissioner Philbrook said, well, I've gotten a lot of positive feedback about that park, of course, but also the fact that sun shading makes a big difference for somebody coming back with their kiddos.

Ms. Obert said, I'll make note of that too, and make sure we can consider that and add it in to the design, as well. The sunshades are extremely popular and they're putting out a lot more grant and also awareness around protection for kids when they're playing in the summer in the heat. So, thank you.



Ms. Obert said, another project we'll highlight is our annual program for the improvement of restrooms. As you guys are aware, in 2018, this program was added into our budget from the 2017 Master Plan findings that identified that park restrooms ranked high on the priority list for the community and also our department. That has been an annual program for us that we've been doing throughout all of our parks.

I do want to note that since 2018, we've actually repaired or touched or replaced 13 restrooms. Eight of those have been made possible through outside funding such as CARES Act. This is a \$115,000 investment that we will continue in 2022 to implement.

Lastly, I want to highlight the establishment of a new park near Fire Station 12. This vicinity is in Hutton Park and Leavenworth Road area. So, in early '22, we anticipate to begin the design phase of this park project. We also anticipate the park will initially feature a parking lot area, along with some tables and grills. This is a \$250,00 investment.

Commissioner Kane said, Angel, do you think you'll have that park done this spring?

Ms. Obert said, I would not say that we'd have it done this spring, as we're going to begin the design phase in early 2022.

Commissioner Philbrook said, quick question. As I know and a lot of other people know, all those lovely new bathrooms, some of them were destroyed. Are we going to be doing anything about cameras or anything like that to try to help prevent our property being destroyed, Angel? Do you know?

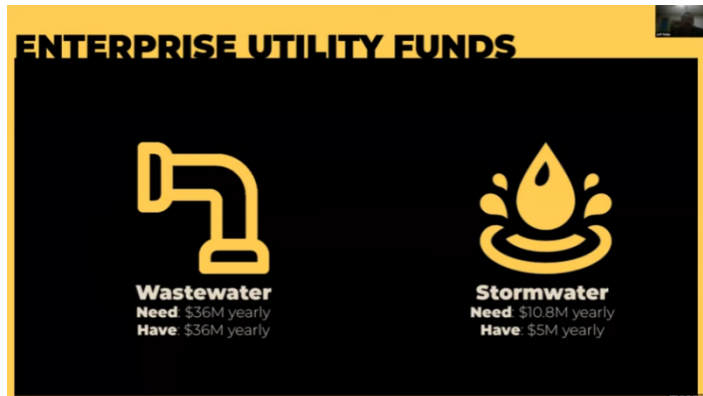
Ms. Obert said, that's a great question. I appreciate all the awareness and support that our commissioners have been helping us do around this issue. It's been very challenging, but we have been exploring some possible new options. It's kind of along the lines of cameras, it's a new product that we're kind of exploring right now but we're also working really closely with the Sheriff's Department to see what we can do to kind of get some more awareness and some more eyes on these high-hit areas and these restrooms that are being hit frequently. That is high on our priority list in exploring some options and some solutions that can help us with that.

Commissioner Philbrook said, it's so sad that people pay their taxes, and we build stuff for them, and then folks come in and tear things up. That's pretty disgusting.



Mr. Fisher said, thank you for pointing out earlier, Commissioner Bynum, how much infrastructure costs, and it's increasing unfortunately here recently with inflation, like John Kelly was pointing out earlier. I think Joe Barnes might have mentioned it too. Cost of construction is a problem right now, we were taking measures in a number of different ways to minimize that impact, which could mean on some projects being delayed. I'm not speaking to the fire station, I

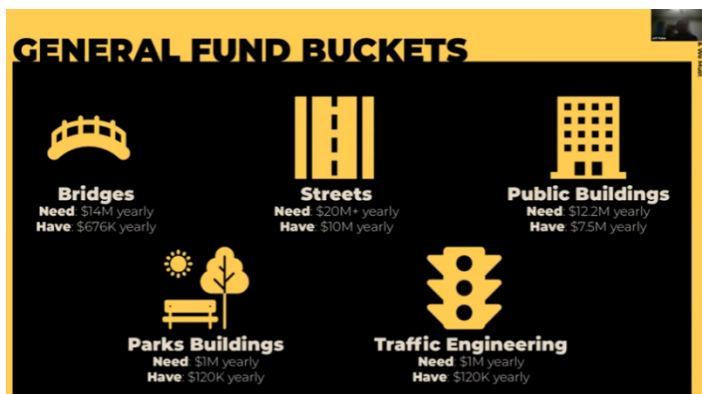
don't believe that's going to be delayed, but we do have other projects where we're timing them the best we can so that we hit the market at the right time.



As we've been working in our subcommittees, which has been a lot of excellent discussion about outcomes and strategies, that we'll be recording on the status of our infrastructure subcommittees this Thursday. There's been a lot of good work, a lot of discussions. We are defining outcomes and strategies to help the organization and the community turn the corner. It's going to take a big commitment, we're going to have to adjust values and that commitment's going to have to hold for 10, 20 years to turn the corner.

Wastewater, the Wastewater Enterprise Fund. It brings in the money it needs to do the work, I guarantee you. Some staff has been saying there needs to be more money, but I think we're managing that very well and we do have things come up like AID and we have to reprioritize, but we're committed to the rate schedule that we've presented in the past and done everything we can to make best use of those dollars.

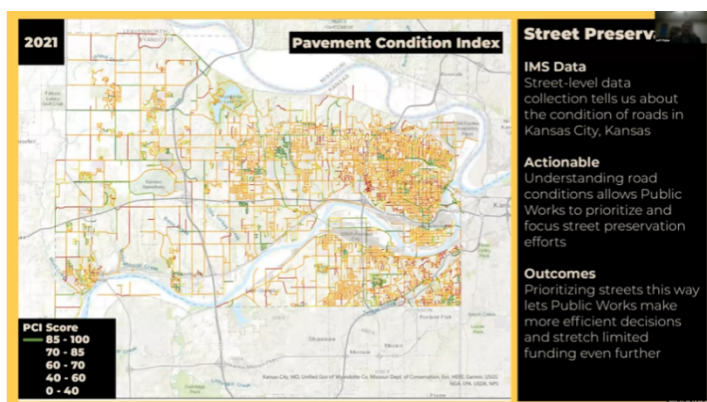
The stormwater fund, as we all know, is a different problem. We have taken a good step in the right direction here recently and we'll be discussing stormwater again this week. We hope that we can take the next step going forward and make that fund bring in enough of the revenues it needs to do the work and the system out there.



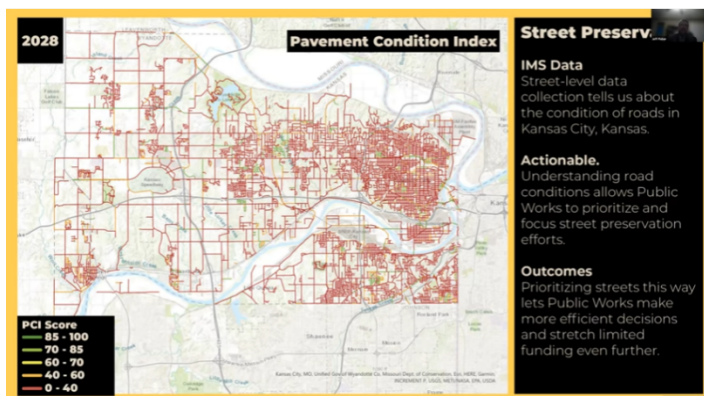
Same for bridges and streets. As I just spoke to for stormwater, there just isn't enough money being spent each year to keep that infrastructure from failing more frequently. \$14M a year for bridges, that's a big challenge and \$20M a year for streets, also a big challenge. As we've discussed several times in the past and in our infrastructure subcommittees, if we don't start ramping that up pretty quickly, we're going to start to see lots of implications from that and the maintenance is just going to get more expensive. So, we either invest it up front, or we spend more maintaining it. Either way, we're going to have to spend a lot of money there. So, resetting values and prioritizing investments is probably where we're going to make that happen.

Public facilities. We've talked about, it's likely we just have too many facilities. We have a lot of parks; we have a lot of rec centers. We just have a lot of those things, and that subcommittee is discussing how we might be able to reduce that obligation over time and be smarter with those facilities and those parks so that we can be great in those areas with less to maintain.

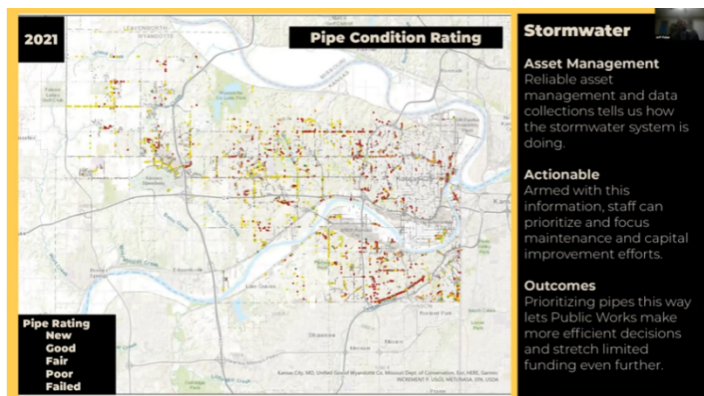
Then, traffic engineering. It's the same story. We're spending \$120,000, we need to spend a little over \$1M a year. I think we spend \$50,000 a year on signs and striping and that just isn't a lot of money. We're not keeping up with expectations there.



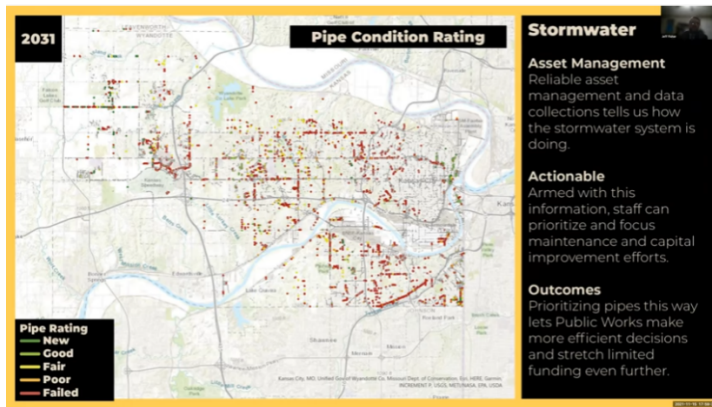
So, we've seen this. We've discussed this several times and it's worth reiterating. Our Pavement Condition Index, our PCI, we're averaging somewhere between 52 and 56. We're getting ready to update the street condition data and at \$7M a year, it's just not keeping up. It's not going to keep up.



If we can't spend 20-plus million a year, in the very near future, we're going to see a lot of red, which this is projecting. None of us want to see streets in that condition, so systemically; there's just going to be more potholes and, like I said earlier, it's going to be more to maintain, and the folks won't be happy.



Stormwater. We know that streets and stormwater are very closely linked and without a good stormwater system, it's impossible to have a good street system in a large portion of our community.



So, same story. If we can't invest more each year with the new rate structure, our system will look like this. It will be predominantly red. It'll be failing more frequently and more frequently, and we will not be able to keep up. I always hate to be the bearer of this kind of news, but I think we're doing an excellent job, more recently, of looking at the brutal facts of the matter and really making some tough decisions. I'm really excited about these subcommittees, and we should have some final reports, I would say, in the first quarter of next year. We'll entertain any questions you have.

Commissioner Bynum said, thank you very much. Thank your staff, too. They've really gone out of their way to make themselves available for these infrastructure subcommittees we've all been working on and there's plenty of work for each of you to do in your daily jobs. So, I think I speak for everybody when we truly mean it when we say thank you for the extra time. I agree with you, Jeff, I think it will pay dividends. Especially as we move forward with decision making. What other comments or questions for our Public Works folks tonight?

Action: For information only.

Item No. 5 – 211165...PRESENTATION: MOWING UPDATE

Synopsis: Presentation on Parks & Recreation end-of-year update on mowing services for county-owned land, submitted by Angel Obert, Director of Parks & Recreation; Jack Webb, Deputy Director of Parks & Recreation; and Stephanie Bell, Program Coordinator for Parks Dept. For information only.

Angel Obert, Director of Parks & Recreation, said, I'm going to go ahead and let Assistant County Administrator Emerick Cross do an introduction of the presentation, and we'll go from there.

Emerick Cross, Assistant County Administrator, said, tonight's presentation is going to be a recap of our 2021 Mowing Season and changes to our mowing program that are being implemented now, and some discussion changes that will be implemented in next year, 2022. I want you to know that Parks and Rec has been working closely with Jeff Fisher and Public Works on these mowing and weeding changes since both departments are currently involved in the mowing process, as well.

With that being said, I would like to introduce Stephanie Bell. She's our new Program Coordinator in Parks and Rec. She's been doing an excellent job for us, and she will be presenting on this mowing topic tonight.



Stephanie Bell, Parks & Recreation Program Coordinator, said, like Assistant County Administrator Cross mentioned, there's a team of us here this evening. Myself, Jack Webb, our Deputy Director of Parks, and Angel, our Director of Parks will be assisting me as well.

I'd like to start before the presentation by taking this opportunity to thank the Commission for your time this evening and simply just wanted to reiterate tonight emphatically that we know how important the overall look and feel of the county is to our neighbors and the elected body. We understand that mowing specifically is a big topic of conversation and particularly important to folks who live next to city and county-owned land.



Our Why

- Reduce blight
- Be a good neighbor
- Make our community beautiful
- Improve sense of care and safety

What do we want our community to look like?

Mowing Update 2021 - Parks

With that said, we want to start this evening by reiterating the why behind the work that we do and start by saying that we share the Commission's goals when it comes to beautification of our city and county. The way we see mowing operations on our team is that we are here to reduce blight, be a good neighbor, make our communities more beautiful, and also improve the sense of care and safety felt by our fellow residents.

As you hear our update this evening, we want you to know that the driving question behind our work is what do we want our community to look like? These conversations inform the way that we're trying to innovate and serve the public. Let's get started.

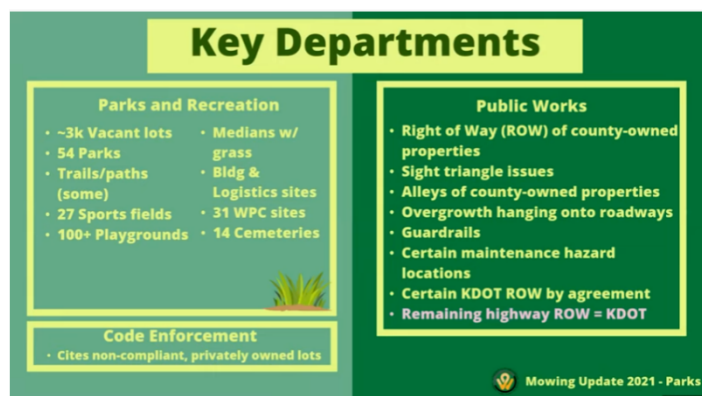


Tonight we'll cover:

- Key mowing teams
- Customer service process
- 2021 vacant lot mowing stats
- 2021 service challenges
- Future plans

Mowing Update 2021 - Parks

This evening, we're going to give you a mowing-at-a-glance presentation, sort of a snapshot of where we're at right now today as a service. We'll be providing a refresher on what departments mow what areas, how we are handling calls for service, the end-of-season mowing stats for vacant lots. We're going to describe a few challenges that we've faced as a department this season and let you in on what we're working on for the future. Like we said previously, we understand that this program is important to many residents and the elected body, so we appreciate this opportunity to update you on our efforts.



First, we'd like to start by essentially restating who mows what. We provide this information because we want to make sure that questions are directed to the department who can provide the best information, specifically about things like status updates, timelines, etcetera.

So, here you'll see that the primary mowing teams are the Parks and Rec Department, Public Works, and also the Kansas Department of Transportation, or KDOT. We've included the Code Enforcement team on this slide because as you know, they're tasked with citing private properties who are not mowing or taking care of their land.

Starting on the left-hand side, we've got our Parks and Rec Department, and we handle the mowing and care of approximately 3,000 vacant lots. I also wanted to quickly note that we use the term Land Bank lot and vacant lot somewhat interchangeably, so know that we're referring to those properties owned by the Land Bank. We also take care of 54 parks, some of the trails and paths within our counties, 27 sports fields, over 100 playgrounds. We have medians with grass, Building and Logistics sites, 31 Water Pollution Control sites or WPCs, and 14 cemeteries as well.

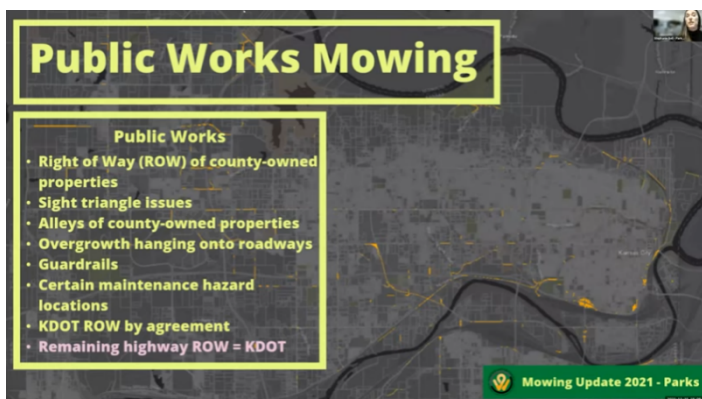
Our teammate, Public Works, they take care of the right-of-way of county-owned properties, site triangle issue areas, alleys of these county-owned properties, overgrowth hanging onto the roadways, guardrail areas, and certain maintenance hazard locations. They also care for certain right-of-way areas in agreement with KDOT, and the remainder of the highway right-of-way areas are mowed by KDOT themselves. We understand that residents have had a lot of feedback regarding the highway mowing this year, so we'll be providing KDOT's public information line at the end of the presentation. I'll just pause for a second in case there's any questions about who mows what.



Here's some additional photos for the Commission, clarifying our areas. On the left, you'll see a common Land Bank lot that's mowed by the Parks Department and on the right, we have Public Works taking care of a right-of-way area.



This is an additional map outlining the Public Works areas, specifically the right-of-way.

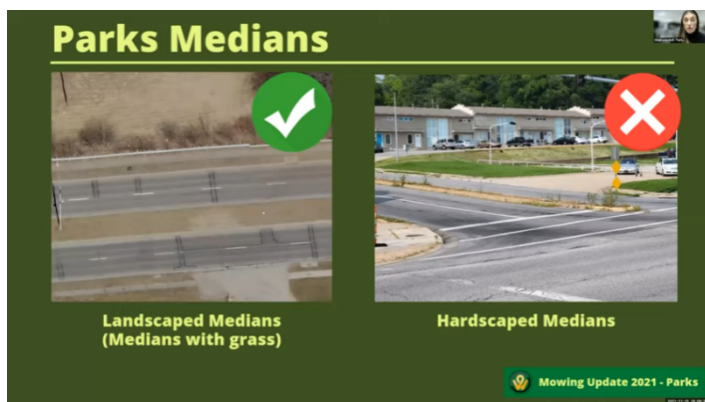


Here's a second glance at that list of areas. We're showing you this slide just to simply demonstrate the variety of land mowed in our county and also the massive scope. These right-of-

ways span from the east of our county all the way to the west. Simply, we wish to point out that this is a big job.

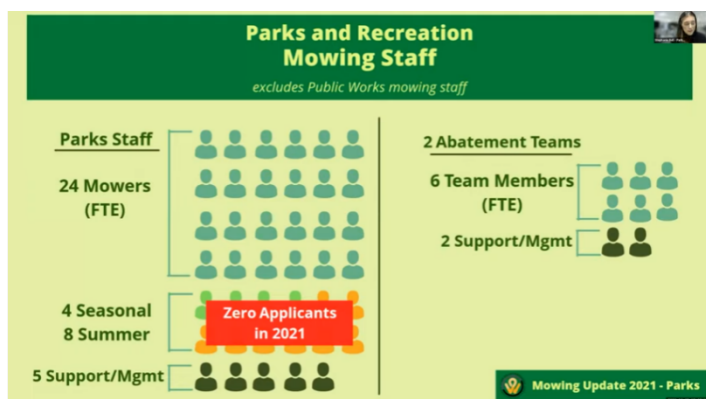


So, on this next slide here, we wanted to provide you with a sample map for the Land Bank lot mowing that we would give to one of our contractors or our in-house crew working for the UG. This is an example of the Jersey Creek Park area, and these yellow parcel squares that you see on the map, these are vacant lots that we mow. Our teams rotate about 55 of these maps. Some of the maps are going to have 20 yellow parcels on them, and some of the maps are going to have as many as 300 yellow parcels on them. This is in addition to our duties related to parks, trails, and fields, what have you. Again, our message here is just to say that this mowing service is big and that we cover a lot of ground, no pun intended.



A quick note about medians. We wanted to clarify which medians are cared for by the Parks Department. On the left, you're going to see a landscaped median, or we might refer to them as medians with grass. These are ones within our purview currently.

On the right-hand side is a hardscaped median, and these are not currently under our purview, but we are in talks about what it would take to absorb this responsibility and to our program and incorporate it into our routine weed spraying that we do. So, this would mean that we would hit these medians with weed killer several times throughout a season to prevent weeds growing through the cracks.



Here we'd like to give our elected body a sense of what our staffing looks like to support our mowing efforts, and I'll pause here just to give you a moment to look at this.

Currently as it stands, we have two separate mowing tracks. On the left you'll see the Parks staff, and these are the individuals who care for parks, fields, about a third of our vacant lots, trails, etcetera. On the right, we have our two abatement teams, and these are the staff responsible for stepping in once Codes has completed the citation process for privately-owned properties. They mow, they address trash, and other blight.

We also just wanted to quickly thank you for your help in expanding this team, which has allowed us to take care of more calls and provide faster service.



Next, we'd like to provide insight into how mowing questions or complaints are handled once they're received by the Parks Department. So, when we receive a complaint about a tall lot, the very first thing is we verify who owns it. So, if it's us, if it's the UG, we'll send a supervisor out to verify its condition and make sure that we have a plan to resolve the issue. We know that the Commission receives a lot of calls about mowing, you know, residents see something that's not being cared for, they're fired up, and for our staff it's really important that we start by confirming that it's actually our land to care for.

If we discover that the lot is privately owned, we're going to refer it to Codes and allow them the opportunity to go through the citation process. If the owner for some reason is unresponsive, it will ultimately come back to us, and we will send out the abatement team to fix the issue and then the property owner receives a bill for our time. We just want to note here that sometimes you might hear from a constituent that there's been no progress on a given area that they've complained about, when in reality it's possible that we're just allowing Codes the opportunity to go through their process before we can deploy our teams.

Commissioner Philbrook said, I really love this layout of what you've done. It really does help, even us commissioners, to get a more succinct picture of what's going on. So, for example, there was an issue on Parallel and this particular property—you really couldn't see the property because it's all wooded and all this kind of stuff. Next to it is a sidewalk which is then grown over by grass, so people can't walk the sidewalk. So, we did end up going ahead—we meaning the UG—ended up going ahead and mowing along that right of way for that sidewalk. But does that mean then that what happens is we code the people that own it, and then they don't respond—so in this case—are we at the point now where we slap a bill on those people who are not responding for taking care of the front property or the sidewalk property?

Ms. Bell said, so, to answer your question, if we verify that an area is a privately-owned piece of land—piece of land, home, what have you, it's owned by an individual, they're responsible for caring for their right of way. So if Codes has deemed that they are unresponsive, they receive notice in the mail, or however Codes has deemed notice should be filed, once their timeline is up, they will tag us in and say we've done all we can, they've not been compliant. Please send out your team. So, we do bill for our time in that instance, and it's mailed to the property owner.

Commissioner Philbrook said, so, sometime when you come back to the Commission, can you give them an idea of what that timeline really looks like in reality from beginning to end? In other words, somebody calls in and complains, you find out it belongs to somebody else. How long, you know, before actually Codes could get back to you, so you can take action? Because by then, you have people trying to walk their dogs or themselves through the grass hanging over and people are not happy about that. So, that's one of the major complaints we've had since we changed how we were handling our right-of-ways a few years back. I will admit that I was part of that mistake, but hey, I just want us not to forget. I want us to remember that we can appeal—consider dealing with that in a timely manner.

Ms. Bell said, absolutely. I'll make note of that comment and provide you with some clearer timelines during our next visit.



Ms. Bell said, next we'd like to kind of give you our mowing-at-a-glance stats for 2021 and I'm starting in the top left-hand corner, here. As it stands, our team is caring for approximately 2,900 vacant Land Bank lots, which is up slightly from 2020. We're up by about 100. Our average turnaround time between mowing rotations, specifically for the vacant lots, was between three and four weeks and sometimes longer due to rain. I do want to just take a moment to note that some of these other parts of town—parks, City Hall—we want to note that these areas have a faster turnaround time in terms of mowing. So, this is just the average for vacant lots.

It costs us approximately \$31 per mowing per lot to perform mowing for the vacant lots, and we have two teams that do this. We have an in-house crew that's employed by the UG and our contractors who handle about two thirds of the vacant lots. They completed seven, and actually, I'm sorry. The contractor line should say nine, nine rounds respectively. We are performing more

mowing rotations than we did last year, which is great news. Our contractor is more experienced in their sophomore year.

Our in-house crew is a three-member team who oftentimes had to be rerouted this year to assist with other parks duties, mowing, caring of our fields, and whatnot; so, they were behind just slightly. We also want to note that our crew can sometimes get pulled off to support the staff when folks are sick, maybe they're out on leave, on vacation, and what have you. So, that will explain the discrepancy there.

Our Land Bank lot list is growing. So, in 2021, 25 properties were removed from our care list thanks to Land Bank development, but roughly 120 were added because of the tax sale. So, we're just wanting to note here that adds are outpacing the deletes when it comes to these Land Bank lots.

Lastly, our Broadleaf Spraying Program was executed this year with high visibility locations receiving four chemical sprays, and vacant lots receiving two sprays. With the spraying program, we achieved what it was we set out to do, but we understand that there's room to grow this program. In 2022, we are looking to add those hardscaped medians, hitting those hopefully six times annually. We're also looking to include preemergent in our upcoming bid so that weed preventative is mixed in with that first round of spraying.



Moving on to challenges. This year there were a few of them, namely trash, staffing issues, weather delays, and frankly, the sheer volume of lots in our care. We'll start with trash, so trash is a big concern for our residents, and we know it's a big concern for the Commission. Speaking candidly with you, it's been really bad this year. We see it, you see it. It's definitely been an issue for our teams because it slows them down.

We actually held a contractor feedback meeting recently just to sort of touch base and see how things went for them this year, and trash was discussed at length, to be honest. One of our future discussion points is going to be something like how do we structure our budget and our contract to get the extra manpower needed to stay on top of this additional trash that we are experiencing in the community? We currently have trash pickup in our contract, it's included, but the feedback we're getting from our teams is that we need more money and more manpower to encounter and handle the prolific trash that they're seeing out in the field.

So, ultimately, we want to make sure that we're hearing our vendors and being good partners to them, so we are exploring a variety of avenues to fix this problem and help remove any barriers to them getting their job done well. So, just know that we are hearing the message about trash loud and clear and actively working on solutions for that problem.

In terms of staffing, like we mentioned before, we had zero applications for our summer and seasonal mowing positions. We know it's not hard for you to imagine, because you're hearing about the same hiring issues in other departments and frankly, these are similar problems that we're seeing throughout our country. These open positions are the same people who are providing that critical support role, things like weed whacking and picking up trash, and not having these filled has likely impacted our community's perception of the service. So, we really want to get these positions filled for 2022 as much as the residents do.

Weather delays were also an issue at certain times in the season. You'll recall that in the month of May, we had 11 days of rain. So, first, this is a safety concern before anything else for our staff and safety is our number one priority when deciding how to execute these mowing rounds. Wet ground can make it more dangerous to operate our equipment, and especially on that hillside mowing.

Secondly, rain not only delays the mowing of flat areas, but you can imagine that it takes us longer to get to those hilly areas as well because of safety, and also just issues operating the equipment. Parkwood Park, for example, it has that very large slope and if we were to try and mow that when it's really wet, we could cause ruts in the ground and ultimately create new issues for our staff. So, sometimes we might have to split up a mowing job. We might do the flat part on one day, and then we can return at a later date for the hillside areas. Our goal at the end of the day is to get this job done as quickly as possible without compromising safety or the integrity of our grounds.

Lastly, we want to forecast an increase in the volume of vacant lots coming into our care and the funding required to care for them. Just the 120 new lots from 2021 are going to have a budget impact of approximately \$29,000 and before the commission's October tax sale meeting, we were anticipating three more sales just before the 2022 mowing season. So, that would've created a significant increase in work just before April and we understand that these sales are postponed. We just want to speak candidly about the possibility of having a sizable amount of lots added as the tax sales continue on in the future.



Lastly, we want to just hint at some future plans and considerations for the service, and we want to reiterate that this question that's driving our efforts is what do we want our community to look like? Some of the other questions we're also asking ourselves are how do we increase efficiency within our department? How do we improve the quality of the mowing services? Most importantly, how do we show the public that we care about their neighborhoods through these efforts? These are the questions that help drive our planning for the following year.

A few items that we're working on. First, we mentioned staffing issues. We are trying to address these vacancies by raising wages for summer and seasonal employees. We're hoping that a two dollar an hour increase will make us more competitive than we've been as an employer in the past.

The second is we're changing the way we are negotiating with our vendors and we're utilizing an RFP process instead of a traditional bid system. We think that this is going to allow us to improve our terms of our contract and our negotiations, and we are working closely with procurement on this process. Additionally, we are looking at unbundling some of our current contracts and making the scope of work more manageable. We're also hoping that that is going

to open us up to a larger pool of mowing vendors, and like I said, make the work a bit more manageable.

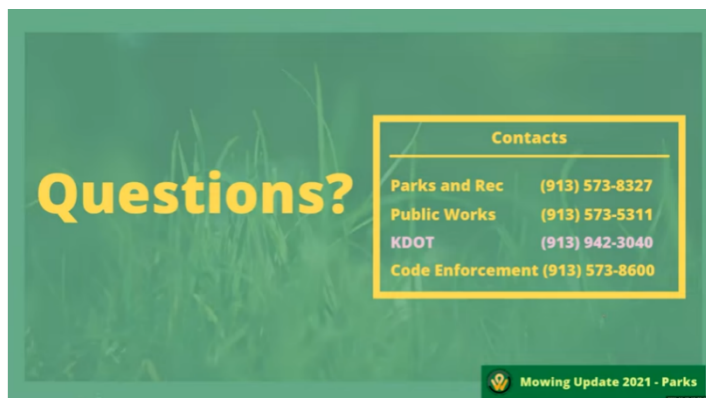
Third, we are working on a new digital tool that will enable us to better assign, track, and report on mowing activities both to the public and the Commission. This is a solution that uses technology that we're already paying for, so that's really promising. We're also looking at some basic, but effective accountability tools. Something as simple as before and after photo requirements for our contractors. We're hoping that that's going to free up our supervisors a little bit and also help us flesh out complaints if we are to receive them.

Lastly, our team is going to be beefing up communication efforts to better inform the public about the areas that we're caring for. This includes things like some strategically timed social media content, website updates, and in short, we just really want to be better communicators and make ourselves more accessible to residents who need to reach out.

The very last thing I'm going to mention, and I'll be passing the baton over to Mr. Cross here, is we are in the beginning stages of exploring what it might look like to put together a mowing division. I'll hand the baton to you, Mr. Cross, and you can provide more insight into that.

Mr. Cross said, commissioners, we are looking at making this whole mowing and weed eating process and the spraying program, we're looking to make it a lot easier for our citizens, so if they have a call in, we're looking at a dedicated one-line call-in number. We can't do that for KDOT, but we can be able to provide them the information and the contact number they get if they have questions or issues with KDOT's responsibilities.

We're also looking at joining employees and possibly creating this mowing division. That's going to be a lot of work and it's going to be a little ways down the road, but it's something we're looking at for just efficiency and convenience. It's like Stephanie said early in the presentation, what do we want our community to look like? And I think we're all on the same page of that and now we have a plan to try to get there.



With that, we will take any questions you may have.

Commissioner Bynum said, excellent presentation. Most appreciated and extremely well done. Are there comments or questions from our committee members for this team? I'm not seeing any hands raised. Did we receive any comments from the public on the item, Madam Clerk? **Allie Facio, UG Clerk's Office**, said, no comments were received.

Commissioner Bynum said, I don't see any attendees raising their hand, either. If that is the case, it was an information only item. It was very much appreciated. It's the last item on our Public Works & Safety agenda, so we will be completed with this meeting. I thank you, Mr. Tom Groneman, as always, for being here with us.

Action: For information only.

Adjourn:

Chairman Bynum adjourned the meeting at 6:27 p.m.

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Staff Request for Commission Action

Tracking No. 211349

Full Commission Meeting Date: 3/3/22

Committee: Public Works & Safety

Date of Standing Committee Action: 2/28/22
(If none, please explain):

Publication Required: No

<u>Date:</u> 02/14/2022	<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> The Public Works Department is seeking approval for submittal of an application for a National Oceanic & Atmospheric Administration (NOAA) grant for environmental literacy and climate resiliency. This would support baseline greenhouse gas inventories and development of a climate action plan, updated curriculum in local schools, and training and funding for an education and outreach coordinator for the United Governments Solid Waste Division for two years. The application deadline is March 17, 2022.				
<u>Action Requested:</u> Approval				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u>				



Staff Request for Commission Action

Tracking No. 211350

Full Commission Meeting Date:

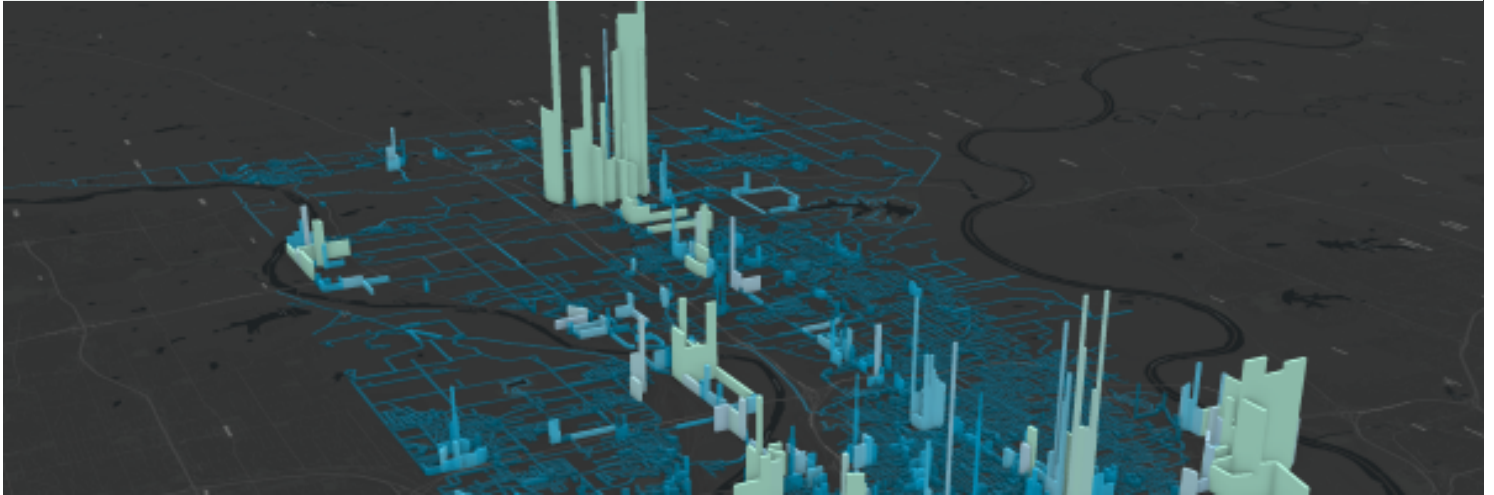
Committee: Public Works & Safety

Date of Standing Committee Action:

(If none, please explain): For information only

Publication Required: No

<u>Date:</u> 02/14/2022	<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> The Public Works Department is seeking input from the Standing Committee on the capital criteria weights. Two years ago, the Unified Government Board of Commissioners and the Planning & Zoning Commission set the weights for the Capital Maintenance Improvement Projects (CMIP) scoring system. This presentation will review the process and current criteria weights in advance of analyzing unfunded capital projects that exceed \$200,000. The results of the scoring process will be presented at a future session in advance of the budget session.				
<u>Action Requested:</u> Information only.				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> CapitalMaintenanceAndImprovementPlanCriteriaWeightsInfo				



Capital Maintenance & Improvement Plan (CMIP)

Prioritizing infrastructure investment for the future

UG Public Works | Asset Management

January 10, 2022

"Capital assets and equipment have a major impact on the ability of the Unified Government to deliver services, economic vitality and overall quality of life for Wyandotte County and Kansas City, Kansas stakeholders. The purpose of this policy is to provide guidelines to complete a comprehensive process that allocates limited resources in capital investment and improved management decisions." -

UG's CMIP Policy, 11 Feb 2021

Project Selection Process



Identify

Projects are identified by asset conditions, stakeholders, and community input. We have an open project submission process. Anyone can submit an infrastructure project here: [SUBMIT A PROJECT REQUEST](#). Public Works receives submissions, estimates the costs, and identifies the assets associated with the project description. Projects that fall within the scope of the CMIP's purpose will be added to the unfunded infrastructure needs database.

Map

Projects descriptions are mapped and stored in an online database. Information about each project can be found on the CMIP web map. This map resource contains historic, future, and unfunded infrastructure projects.

Score

Local data related to the criteria outlined by the commissions is assembled into a map. The map of all projects is layered on the criteria map to compute scores for each project. The relative scores from that scoring process computes a ranked project list.

Assemble

Public Works, Finance, and Budget Offices work to assemble the results of the ranked project list into a schedule that fits the existing funding capacity of the five year CMIP. This project schedule in the budget is presented to the Planning Commission and then UG Board of Commissioners for approval.

Criteria



"An objective set of criteria will be used to assess and evaluate project proposals. Major road construction, buildings and parks projects will be evaluated using a weighted matrix of the following criteria. The weighting of these criteria will be set with guidance from the UG Board of Commissioners and Planning Commission. Although specific criteria may be updated from time to time, the following concepts are core principles to be considered in the development of such criteria:" - [UG's CMIP Policy, 11 Feb 2021](#)

1. **Long-Term Forecasts** - Long-term forecasts should be prepared to better understand resources available for capital spending and to assess operational impacts and eventual maintenance replacement costs.

2. Revenue Generation or Economic Development

Advantages – Projects should be given priority that demonstrate the potential to have a positive return on investment, either through expected increases in assessed valuation or other economic values that could generate future additional revenues.

3. Impact on Other Projects - Projects should not be considered in isolation. One project's impact on others should be recognized and costs shared between projects where appropriate. Project coordination will be properly sequenced both internally and alongside external stakeholders operating in Wyandotte County/Kansas City, Ks.

4. Allow for Funding of Preliminary Activities - For some projects it may be wise to fund only preliminary engineering and planning before committing to funding the whole project. However, even these expenditures can be considerable. Therefore, these preliminary engineering/planning should also be evaluated, analyzed and prioritized appropriately.

5. Full Lifecycle Costing - Cost analysis of a proposed project should encompass the entire life of the asset, from planning and acquisition to disposal.

6. Predictable Project Timing and Scope - Schedule and scope estimates should be practical and achievable within the requested resources, including financial and human.

7. Population Served – An estimate of the population that would directly benefit from a project should be considered in the prioritization of project selection.

8. Capacity Needs – Using volumetric data, traffic counts, or daily visitors to value the current and future needs of

systems to prioritize projects that improve the overall function of network assets.

9. **Community Sites** – The social impact of projects near community locations should be considered in project selection.

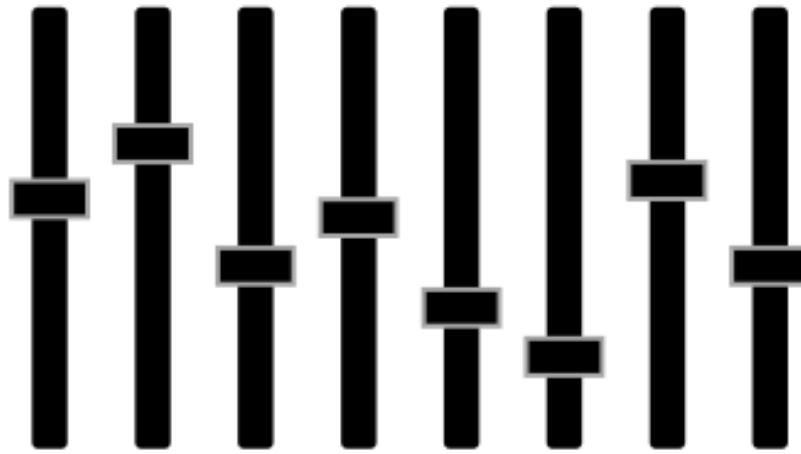
10. **Commerce** – Projects that enhance the economic viability of future and existing commercial corridors should be considered during project selection.

11. **Master Plans** – UG master plans for zoning, transportation, trails, parks, bus routes and bike lanes should be considered in project selection.

12. **Safety** – The safety of the public interacting with UG infrastructure should be considered in project selection.

13. **Infrastructure Condition** – A combination of condition ratings, consequence of failure analysis, and likelihood of failure estimates should be considered in project selection.

Weights



Weights are set by the Planning and Zoning and UG Board of Commissioners. The weights and criteria are to be reassessed every two years. The weights are used to compute the relative importance of various criteria outlined in the CMIP Policy. The criteria and weights produce a landscape of commission priorities and spatially inform the selection of projects.

Current Weights for CMIP Project Scoring

Capital Criteria	Weight %
Costs: Future O&M	14
ROI (Return-on-Investment)	13
Infrastructure Condition*	12
Population Served*	10
Safety*	9
Community Sites*	8
Capacity Needs*	8
Master Plans*	8
Coordination: Internal/External Stakeholders	6
Commerce*	6
Predictable Project Timing and Scope	6

Engagement Process

Weights and Criteria - Initial Design

2019 Public Works Standing Committee

2019 Planning & Zoning Commission

2019 December - Special Session on Capital Criteria

2020 Public Works Standing Committee

2020 Planning and Zoning Commission

Communicating the CMIP Process - Peer Engagement

2021 Esri User Conference

2021 American Public Works Association PWX Conference

2021 Infrastructure Management Geographic Information
Systems Conference

Biennial Update to Weights and Criteria

2022 Planning and Zoning Commission - Criteria & Weights (14
Feb 2022)

2022 Public Works Standing Committee - Criteria & Weights
(28 Feb 2022)

2022 Planning and Zoning Commission - 5 Year CMIP

2022 UG Board of Commissioners - 5 Year CMIP

Survey Design - 2019-2020

WEIGHING CAPITAL CRITERIA

Capital Criteria is used to help the Unified Government assess and evaluate projects. Major road construction, buildings, and parks projects will be evaluated using the weighted matrix listed below.

With the definition of each criterion in mind, consider the Capital Criteria table below. How would you rate each criterion? Do you believe a particular criterion is more important than another? Are some of the criterion equal? Based on your understanding of the criteria, and their importance to you, assign a numerical value between 0 and 100 to criterion in the table below. Please keep in mind that the total combined weight must be equal to 100%.

Capital Criteria - EXAMPLE	Weight %
Costs: Design, O&M, Full Lifecycle	15
ROI (Return-on-Investment)	20
Infrastructure Condition*	20
Safety*	5
Capacity Needs*	5
Population Served*	10
Coordination: Internal/External Stakeholders	2
Commerce*	7
Community Sites*	3
Master Plans*	10
Predictable Project Timing and Scope	3
Total (Must = 100%)	100

Capital Criteria	Weight %
Costs: Design, O&M, Full Lifecycle	
ROI (Return-on-Investment)	
Infrastructure Condition*	
Safety*	
Capacity Needs*	
Population Served*	
Coordination: Internal/External Stakeholders	
Commerce*	
Community Sites*	
Master Plans*	
Predictable Project Timing and Scope	



Staff Request for Commission Action

Tracking No. 211351

Full Commission Meeting Date:

Committee: Public Works & Safety

Date of Standing Committee Action: 2/28/22
(If none, please explain):

Publication Required: No

<u>Date:</u> 02/15/2022	<u>Contact Name:</u> Jon Khalil	<u>Contact Phone:</u> x5085	<u>Contact Email:</u> mjkhilil@wycokck.org	<u>Department/Division:</u> Legal
<u>Item Description:</u> This is a resolution for the approval of the purchase of twenty-one (21) defibrillators, twenty-one (21) reusable sensors, and thirty-three case review subscriptions over four years for the Fire Department, for a total of \$651,289.44.				
<u>Action Requested:</u> To adopt the resolution and approving the purchase of Manual Monitor Defibrillators.				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> 22 02 15 Lease Purchase Agreement Zoll, 22_02_04_Lease_Purchase_Agreement_(Final)				

RESOLUTION NO. R-__-__

**RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TO ENTER INTO A LEASE
PURCHASE TRANSACTION, AND TO APPROVE THE EXECUTION OF
CERTAIN DOCUMENTS IN CONNECTION THEREWITH.**

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the “Unified Government”) desires to obtain twenty-one (21) Zoll X series Manual Monitor/Defibrillators, twenty-one (21) reusable sensors, and thirty-three (33) case review subscriptions (the “Equipment”); and

WHEREAS, in order to facilitate the foregoing and to pay the cost thereof, it is necessary and desirable for the Unified Government to enter into an annually renewable Single Schedule Lease Purchase Agreement, pursuant to K.S.A. 10-1116b and c, (the “Lease”) with Zoll Medical Corporation, as lessor, to which the Unified Government, as lessee, will lease the Equipment from Zoll Medical Corporation on a year-to-year basis with an option to purchase the Equipment, a form of which is attached hereto.

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

Section 1. Authorization of Lease Transaction. The Unified Government states its intent to lease-purchase some or all of the Equipment with a maximum capital cost of \$651,289.44 an annual average effective interest cost of 0%, and with \$0.00 paid for service, maintenance, insurance or other charges exclusive of the capital cost and interest cost.

The Chief Financial Officer of the Unified Government is hereby authorized to accept the proposal of Zoll Medical Corporation for the lease-purchase transaction. The Equipment to be leased will be approved by subsequent resolution(s) of the Board of Commissioners.

Section 2. Authorization and Approval of Unified Government Documents. The Lease is hereby approved in substantially the form submitted to and reviewed by the Board of Commissioners on the date hereof, with such changes therein as are approved by the County Administrator, the County Administrator’s execution of the Lease being conclusive evidence of such approval.

The obligation of the Unified Government to pay Lease Payments (as memorialized in the Unified Government’s Lease-Purchase Agreement, attached hereto as **Attachment A**) under the Lease is subject to annual appropriation and will constitute a current expense of the Unified Government and will not in any way be construed to be an indebtedness or liability of the Unified Government in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness or liability by the Unified Government, nor will anything contained in the Lease constitute a pledge of the general tax revenues, funds or moneys of the Unified Government, and all provisions of the Lease will be construed so as to give effect to such intent.

The County Administrator is hereby authorized and directed to execute and deliver the Lease on behalf of and as the act and deed of the Unified Government.

Section 3. Further Authority. The Unified Government will, and the officials and agents of the Unified Government are hereby authorized and directed to, take such actions, expend such funds 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 and to carry out, comply with and perform the duties of the Unified Government with respect to the Lease and the Equipment.

Section 4. Effective Date. This Resolution will take effect and be in full force from and after its passage by the Board of Commissioners.

ADOPTED by the Board of Commissioners of the Unified Government of Wyandotte County, Kansas City, Kansas, this _____, 2022.

Mayor/CEO

ATTEST:

Unified Government Clerk

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

Lease-Purchase Agreement

THIS AGREEMENT, made this 4th day of February, by and between the Unified Government of Wyandotte County/Kansas City, Kansas, hereinafter called "Unified Government", and **ZOLL Medical Corporation**, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

ARTICLE I

- 1.01. The Contractor shall supply, install and furnish such items and services as described and specified in its September 17, 2021 Price Quote.

Specifically, Contractor shall provide the Unified Government with 21 Zoll X series Manual Monitor/Defibrillators ("Equipment") for:

- a. The total purchase price/capital cost of the Equipment: **\$651,289.44**;
- b. The annual average effective interest cost: **0%**;
- c. The amount included in the payments for service, maintenance, insurance or other charges exclusive of the capital cost and interest cost: **\$0.00**.

Payment Terms: \$100,000 of the total purchase price/capital cost is due 30 days following the execution of this Agreement; \$100,000 of the total capital cost is due January 31, 2023; \$100,000 of the total capital cost is due January 31, 2024; \$100,000 of total capital cost is due January 31, 2025, and \$251,289.44 of the total capital cost is due January 31, 2026.

- 1.02. Contractor hereby demises, sells and lets to the Unified Government, and the Unified Government hereby purchases from Contractor, the Equipment in accordance with this Agreement. The purchase price/capital cost shall be disbursed as provided in Section 1.01.
- 1.03 The Unified Government is obligated to make payments as provided in Section 1.01 as may lawfully be made from funds budgeted and appropriated for that purpose during the Unified Government's then current fiscal year. Should the Unified Government fail to budget, appropriate or otherwise make available funds to make payments under Section 1.01, this Agreement shall be deemed terminated. The Unified Government agrees to deliver notice to Contractor of such termination at least 90 days prior to the end of the then current term. If this Agreement is terminated in accordance with this Section, the Unified Government agrees, at its cost and expense, to peaceably deliver the Equipment to Contractor

5/2016

at the location or locations to be specified.

- 1.04 It is understood that the representative for the Unified Government shall be **Sharon Reed**.
- 1.05. The term "Contract Documents" shall mean the documents listed below which have been incorporated herein and as part of this agreement and shall include the following in order of procedure:
 - a) Agreement;
 - b) Exhibit A – Resolution authorizing lease-purchase agreement;
 - c) Exhibit B - Zoll Medical Corporation's September 17, 2021 Price Quote.
- 1.06. The conditions and/or provisions provided in this Agreement shall supersede and be given full force and effect for over and above any contradictory term contained in Exhibit B.
- 1.07. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

ARTICLE II

Unified Government represents, covenants and warrants for the benefit of Contractor as follows:

- 2.01. Unified Government is a municipal corporation duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder.
- 2.02. Unified Government has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement.
- 2.03. This Agreement constitutes the legal, valid and binding obligation of Unified Government enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- 2.04. Unified Government has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the payments scheduled to come due during the current fiscal year and to meet its other obligations under this Agreement for the current fiscal year, and such funds have not been expended for other purposes.
- 2.05. Unified Government will do or cause to be done all things necessary to preserve

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and keep in full force and effect its existence as a municipal corporation under the laws of the State.

- 2.06. Unified Government has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Unified Government of the Equipment listed on the Schedules that currently exist.
- 2.07. All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Unified Government of this Agreement or in connection with the carrying out by its of its obligations hereunder have been obtained.
- 2.08. The Equipment described in this Agreement is essential to the function of the Unified Government or to the service the Unified Government provides to its citizens. The Unified Government has an immediate need for the Equipment listed herein and expects to make immediate use of the Equipment. The Unified Government's need for the Equipment is not temporary and the Unified Government does not expect the need for any item of the Equipment to diminish in the foreseeable future including the Maximum Lease Term applicable to such item. The Equipment will be used by the Unified Government only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of the Unified Government's authority.

ARTICLE III

GENERAL CONTRACTUAL PROVISIONS

- 3.01. **Compliance with Law.** CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
- 3.02. **Authority To Contract.** CONTRACTOR represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.
- 3.03. **Modification of Agreement.** This Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.
- 3.04. **Assignment.** Neither CONTRACTOR nor the Unified Government shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.
- 3.05. **Cash Basis Law.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. Any automatic renewal of the

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terms of the Agreement shall create no legal obligation on the part of the Unified Government. This Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Unified Government reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.

3.05.1 Appropriation of Funds

The purchase order issued by the Unified Government under and pursuant to the laws of the State of Kansas to fund the acquisition of the assets quoted in CONTRACTOR's September 17, 2021 Quotation ("Assets"). If, after the first fiscal year in which the assets are financed, funds are not appropriated or otherwise made available to continue making payments for the Assets in a subsequent fiscal year, then the Unified Government may terminate this Agreement as of the last day for which funds were appropriated or otherwise made available, but shall be obligated to pay all payments incurred through the end of that fiscal year. The Unified Government incurs no obligation under this Agreement for any period of time for which funds are not appropriated. It is reasonably expected that lease payments under this Agreement will be paid from annual appropriations of the Unified Government.

In the event of non-appropriation, the Unified Government shall provide CONTRACTOR a written notification to the effect that no funds have been appropriated or otherwise made available for payments due under this Agreement or for the acquisition of substantially similar Assets to replace those provided under this Agreement, to the extent permitted by law. In such event, the Unified Government at its own expense and at CONTRACTOR's direction shall ship the assets to a location within the contiguous United States specified by CONTRACTOR.

3.05.2 Best Efforts for Funding

The Unified Government will use its best efforts to obtain funding each fiscal year for the assets financed and purchased under this Agreement.

3.06. Payment of Taxes. The Unified Government shall not be responsible for, nor indemnify CONTRACTOR for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. If applicable, CONTRACTOR shall pay the Unified Government occupation tax prior to execution of the Agreement.

3.07. Licenses and Permits. CONTRACTOR shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. CONTRACTOR shall notify the Unified Government

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immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the Unified Government in its discretion.

3.08. Independent Contractor Relation. The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by CONTRACTOR are employees of the Unified Government and that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Unified Government shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the Unified Government to CONTRACTOR.

3.09. Discrimination in Delivery of Services Prohibited. During the performance of this Agreement, CONTRACTOR shall deny none of the benefits or services of the program to any eligible participant on the basis of race, religion, color, sex, disability, age, national origin, or ancestry.

3.10. Equal Opportunity and Affirmative Action.

- a. CONTRACTOR shall observe the provisions of the Kansas Act Against Discrimination, K.S.A. 44-1001 *et seq.* and amendments thereto, and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, age, national origin, or ancestry.
- b. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this nondiscrimination clause.
- c. CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.

- d. CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractors.
- e. CONTRACTOR shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.
- f. If CONTRACTOR fails, refuses, or neglects to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and this Agreement may be terminated, canceled, or suspended, in whole or in part, and CONTRACTOR may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, CONTRACTOR shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.
- g. CONTRACTOR shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with the Kansas Act Against Discrimination. Such records shall at all times remain open to inspection by the Kansas Human Rights Commission or by the Unified Government.
- h. CONTRACTOR, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

3.11. Representations.

CONTRACTOR makes the following representations:

- a. The price submitted is independently arrived at without collusion.
- b. It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article 12 of the Procurement Code.
- c. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §12-106 (Gratuities and Kickbacks) of the Procurement Code.
- d. It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

3.12. Waiver of Breach. The waiver by either party of a breach of any provision of this

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Agreement will not operate or be construed as a waiver of any subsequent breach by such party.

- 3.13. Severability.** If a court of competent jurisdiction declares any part of this Agreement to be invalid, the balance of the agreement will remain valid and enforceable.
- 3.14. Entire Agreement.** This Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.
- 3.15. Disclaimer of Liability.** The Unified Government shall not hold harmless or indemnify CONTRACTOR for any liability whatsoever.
- 3.16. Termination for Default.** If CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify CONTRACTOR in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate CONTRACTOR's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The Unified Government shall pay CONTRACTOR the costs and expenses and reasonable profit for services performed by CONTRACTOR prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due CONTRACTOR such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by CONTRACTOR because of the default.

Except with respect to defaults of subcontractors, CONTRACTOR shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if CONTRACTOR has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractors to perform or to make progress, and if such failure arises out of causes similar to those set forth above, CONTRACTOR shall not be deemed to be in default, unless the services to be furnished by the subcontractors were reasonably obtainable from other sources in sufficient time to permit CONTRACTOR to meet the contract requirements. Upon request of CONTRACTOR, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, CONTRACTOR's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

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If, after notice of termination of CONTRACTOR 's right to proceed under the provisions of this clause, it is determined for any reason that CONTRACTOR was not in default under the provisions of this clause, and both the Unified Government and CONTRACTOR agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by CONTRACTOR will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If CONTRACTOR is adjudged bankrupt or insolvent;
- If CONTRACTOR makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for CONTRACTOR or any of his property;
- If CONTRACTOR files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If CONTRACTOR repeatedly fails to supply sufficient services;
- If CONTRACTOR disregards the authority of the Procurement Officer;
- Acts other than those specified may constitute substantial breach of this Agreement.

3.17. Termination for Convenience. The Procurement Officer may, when the interests of the Unified Government so require, terminate this contract in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to CONTRACTOR specifying the part of the contract terminated and when termination becomes effective.

CONTRACTOR shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination CONTRACTOR will stop work to the extent specified. The Procurement Officer shall pay CONTRACTOR the following amounts:

All costs and expenses incurred by CONTRACTOR for work accepted by the Unified Government prior to CONTRACTOR's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by CONTRACTOR for work not yet accepted by the Unified Government but performed by CONTRACTOR prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by CONTRACTOR shall not be allowed.

- 3.18. Disputes.** All controversies between the Unified Government and CONTRACTOR which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a written request by CONTRACTOR for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then CONTRACTOR may proceed as if an adverse decision had been received.

The Procurement Officer shall immediately furnish a copy of the decision to CONTRACTOR by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or CONTRACTOR brings an action seeking judicial review of the decision in the Wyandotte County, Kansas District Court.

CONTRACTOR shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event CONTRACTOR shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the contract is essential to the public health and safety

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late payment charges.

- 3.19. Ownership of Materials.** Intentionally Omitted

- 3.20. Availability of Records and Audit.** CONTRACTOR agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. CONTRACTOR agrees to make available at the offices of the Unified Government at reasonable times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, CONTRACTOR shall preserve and make available to persons designated by the Unified Government his records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.

1. **3.21. Limit of Liability.** Unless otherwise prohibited by law, IN NO EVENT SHALL EITHER PARTY, OR ANY OF THEIR SUBSIDIARIES, AFFILIATES, FACILITIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR ANY OF THEIR RESPECTIVE SUCCESSORS OR ASSIGNS, BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR

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OTHER DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED IN ADVANCE OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES

3.22. Indemnification. CONTRACTOR shall indemnify, defend, and hold the Unified Government harmless from and against all third-party claims, losses, damages, judgments or costs to the extent arising directly from CONTRACTOR's negligent acts or omissions. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

3.23. Governing Law. This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas.

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IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in two (2) original forms which shall be deemed an original on the date first above written.

OWNER:

Unified Government

By _____
Cheryl Harrison-Lee
Interim County Administrator

CONTRACTOR:

ZOLL Medical Corporation

(Contractor)

By _____
DocuSigned by:
Steven K. Flora
F886814F18E8448...

Name Steven K. Flora

Address 269 Mill Road

Chelmsford, MA 01824

2/4/2022

ATTEST:

Unified Government Clerk



Staff Request for Commission Action

Tracking No. 211360

Full Commission Meeting Date:

Committee: Public Works & Safety

Date of Standing Committee Action:
(If none, please explain): 2/28/22

Publication Required: No

<u>Date:</u> 02/16/2022	<u>Contact Name:</u> Karl Oakman	<u>Contact Phone:</u> x6009	<u>Contact Email:</u> koakman@kckpd.org	<u>Department/Division:</u> Police Department
<u>Item Description:</u> Departmental update on Police Department, submitted by Karl Oakman, Chief of Police.				
<u>Action Requested:</u>				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u>				



Staff Request for Commission Action

Tracking No. 211366

Full Commission Meeting Date: 3/3/22

Committee: Public Works & Safety

Date of Standing Committee Action: 2/28/22
(If none, please explain):

Publication Required: No

<u>Date:</u> 02/22/2022	<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> Federal funding is routinely (every two years) distributed to metro area jurisdictions through the Mid-America Regional Council (MARC). Each jurisdiction is required to participate in the application process for projects to be considered for funding opportunity through the assessment process, which includes evaluation, scoring, and ranking of projects within the region. The current process is for the funding cycle of the 2025-2026 federal fiscal year. The UG has a long waiting list of needs, most of which have been scored and ranked in the CMIP process. These scored and ranked projects will be considered for application based on the scopes of the various programs managed by MARC (not all projects will be eligible for this funding opportunity). The deadline for participation through the pre-application submittal is April 1, 2022.				
<u>Action Requested:</u> To approve and fast track to full commission 3/3/22				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u>				