Public Works and Safety Committee
Standing Committee Meeting Agenda
Monday, December 12, 2022
5:00 P.M.

Location: HYBRID
We invited you to view the meeting in person in the 5th Floor Conference Room, Suite 515, Municipal Office Building, 701 N. 7th Street, Kansas City, Kansas, or virtually via a Zoom webinar.

Please click the link below to join the webinar:
https://us02web.zoom.us/j/84596672561?pwd=ekFOMjNCVUttRWpHa2tpYnVGZ3hMZz09
Passcode: 480483
Or One tap mobile :
US: +12532158782,84596672561# or +13462487799,84596672561#
Or Telephone:
Dial (for higher quality, dial a number based on your current location):
US: +1 253 215 8782 or +1 346 248 7799 or +1 669 444 9171 or +1 669 900 9128 or +1 719 359 4580 or +1 253 205 0468 or +1 507 473 4847 or +1 564 217 2000 or +1 646 558 8656 or +1 646 931 3860 or +1 689 278 1000 or +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or +1 360 209 5623 or +1 386 347 5053 or 888 475 4499 (Toll-Free) or 877 853 5257 (Toll-Free)
ID: 845 9667 2561
International numbers available: https://us02web.zoom.us/u/kca2cSJf3t

Name	Absent
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 December 12, 2022 Agenda

III. Approval of standing committee minutes from (no minutes available)

IV. Committee Agenda

Item No. 1 - RESOLUTION: GARLAND PARK IMPROVEMENT PROJECT

Synopsis: A resolution declaring this project is to be acquired by all lawful means for public use for improvements to Garland Park, submitted by Joe Barnes, Water Pollution Control Department, and James Bain, Assistant Counsel.

Tracking #: 212125

Item No. 2 - RESOLUTION: AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN USD 500, THE UG, AND KCKPD TO ADMINISTER A 911 CALL-TAKER TRAINING PROGRAM

Synopsis: Approval of the Resolution authorizing an MOU between USD 500, the Unified Government, and KCKPD to administer a 911 Call Taker training program, submitted by Casey Meyer, Senior Counsel; Karl Oakman, Chief of Police KCKPD; and Renee Ramirez, Director of Human Resources.

This item has been requested to be fast-tracked to the December 15, 2022, full commission meeting.

Tracking #: 212179

Item No. 3 - PRESENTATION: PUBLIC WORKS QUARTERLY REPORT

Synopsis: The Public Works Department will provide a quarterly update on new initiatives, programs, and challenges, submitted by Jeff Fisher, Executive Director of Public Works.

For information only

Tracking #: 212177

Item No. 4 - UPDATE: RIGHT-OF-WAY ORDINANCE

Synopsis: Public Works staff has been asked to report on the Unified Government (UG) ordinance regarding right-of-way maintenance throughout Kansas City, Kansas, and the Unified Government's practices and procedures, submitted by Jeff Fisher.

For information only

Tracking #: 212178

V. Public Agenda

VI. Adjourn

Staff Request for Commission Action

Tracking No. 212125

Full Commission Meeting Date:
Committee: Public Works & Safety

Date of Standing Committee Action: 12/12/22
(If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
11/18/2022	James Bain	x5077	jbain@wycokck.org	Legal

Item Description:
A resolution declaring that this project is necessary and valid improvement project, submitted by Joe Barnes, Water Pollution Control Department, and James Bain, Assistant Counsel. This project is to acquire all lawful means, including by exercise of the right and power of eminent domain, for public use for improvements to Garland Park. This Resolution directs the Chief Counsel to cause a survey and description of such parcels to be undertaken and prepared by a licensed land surveyor or a professional engineer to identify and describe the property to be acquired for this project and to submit an Ordinance authorizing the exercise of eminent domain and to undertake all other necessary actions to complete the acquisition of such parcels.

Action Requested:
To adopt a resolution.

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

Attachments List:
Garland Park Eminent Domain Resolution

(Published _____)

RESOLUTION NO._____

A RESOLUTION declaring the necessity and authorizing a survey and descriptions of lands to be acquired by the right and power of eminent domain for improvements to Garland Park in Kansas City, Wyandotte County, Kansas.

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

SECTION 1. It is hereby found and determined necessary that certain lands or interests in lands be acquired by all lawful means, including by exercise of the right and power of eminent domain, for public use for improvement of Garland Park in Kansas City, Wyandotte County, Kansas.

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

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

ADOPTED BY THE COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS _____ DAY OF _____ _____, 2022.

_____
Tyrone Garner
Mayor/CEO

Attest:

_____
Brett A. Deichler
Unified Government Clerk

Approved as to form:

_____
Misty Brown
Chief Counsel

Staff Request for Commission Action

Tracking No. 212179

Full Commission Meeting Date: 12/15/22
Committee: Public Works & Safety

Date of Standing Committee Action: 12/12/22
(If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
11/30/2022	Casey Meyer, Karl Oakman, J. Renee Ramirez	x2851, x6009, x5665	cmeyer@wycokck.org, koakman@kckpd.org, rramirez@wycokck.org	Police Department

Item Description:
Approval of the Resolution authorizing an MOU between USD 500 and the Unified Government and KCKPD to administer a 911 Call Taker training program, submitted by Casey Meyer, Senior Counsel; Karl Oakman, Chief of Police KCKPD; and Renee Ramirez, Director of Human Resources.

Action Requested:
Approval of the Resolution authorizing an MOU between USD 500 and the Unified Government and KCKPD to administer a 911 Call Taker training program, submitted by Casey Meyer, Senior Counsel; Karl Oakman, Chief of Police KCKPD; and Renee Ramirez, Director of Human Resources.

This item has been requested to be fast-tracked to the December 15, 2022, full commission meeting.

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

Attachments List:
Resolution USD 500 UG 911 Call Taker MOU 2022, USD 500 UG KCKPD Call Taker Student Program MOU Final 2022

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE APPROVAL OF AN AGREEMENT BETWEEN THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AND UNIFIED SCHOOL DISTRICT NO. 500 FOR A 911 CALL-TAKER TRAINING PROGRAM.

WHEREAS, pursuant to Kan. Stat. Ann. 12-2908, the Unified Government of Wyandotte County/Kansas City, Kansas and Unified School District No. 500 wish to enter into an Agreement regarding a 911 Call-Taker Training program which will be advantageous to the public health, safety, and education of both parties;

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

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

THIS RESOLUTION IS ADOPTED by the Governing Body of the Unified Government of Wyandotte County/Kansas City, Kansas, this____day of_____, 2022.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By:_____
Tyrone A. Garner, Mayor/CEO

ATTEST:

_____
Unified Government Clerk

Memorandum of Understanding between the Unified Government of Wyandotte County/Kansas City, Kansas, Kansas City, Kansas Police Department and Unified School District No. 500 for the 911 Call-Taker Training Program.

THIS AGREEMENT is entered into between the Unified Government of Wyandotte County/Kansas City, Kansas (Kansas City, Kansas Police Department) (hereinafter referred to as the "UG - KCKPD") and the Unified School District 500 (hereinafter referred to as "USD 500").

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas wishes to partner with USD 500 through the Kansas City, Kansas Police Department to establish a 911 Call-Taker Training Program ("Program") to prepare students for the potential of a career in emergency communications;

WHEREAS, the sole purpose of this Memorandum of Understanding is to document the terms under which the parties will cooperate in offering the Program to qualified students from USD 500.

WHEREFORE, in consideration of the mutual agreements contained in herein, the parties agree to the **Program Overview** hereto attached in Appendix A, incorporated as if fully set forth herein, which may be amended from time to time as required, by request, in writing, and with the mutual consent of both parties;

WHEREAS, the parties recognize a career path to the Kansas City, Kansas Police Department Communications Unit requires stringent eligibility requirements and thus a potential cadet must meet and maintain certain **eligibility criteria** as defined and set forth in Appendix B, which may be amended from time to time as required, in writing and with thirty days (30) notice, at the direction and in the sole discretion of the KCKPD Chief of Police;

WHEREAS, pursuant to these goals, the UG-KCKPD agrees to assume the **roles and responsibilities** as set forth and provide support of the program in the manner outlined in Appendix C, incorporated as if fully set forth herein, which may be amended from time to time as required, by request, in writing, and with the mutual consent of both parties;

WHEREAS, pursuant to these goals, USD 500 agrees to assume the **roles and responsibilities** as set forth provide support of the program in the manner outlined in Exhibit D, incorporated as if fully set forth herein, which may be amended from time to time as required, by request, in writing, and with the mutual consent of both parties;

THEREFORE, the UG - KCKPD, and USD 500 agree that it is in the best interest both parties to enter into this Memorandum of Understanding.

I. TERM

This Agreement will be in effect from the date signed by both parties through July 31, 2023. This Agreement will be renewed by mutually agreed written amendment with the same terms and conditions annually thereafter except where any party provides written notice of non-renewal sixty (60) days before the annual termination date. Otherwise, this Agreement may be terminated in accordance with Section II: Termination.

II. TERMINATION

This Agreement may be terminated by either party for any reason by giving sixty (60) days written notice prior to the termination.

III. CONFIDENTIALITY

The parties acknowledge that by virtue of entering into this Agreement they may, at times, have access to confidential information regarding each other's operations as it relates to the Program. Both parties agree that they will not disclose confidential information and/or material without the consent of the other party, and unless such disclosure is authorized by this Agreement or required under law.

IV. NONDISCRIMINATION

There will be no discrimination of any eligible student on account of race, color, creed, religion, sex, marital status, sexual orientation or identification, age, handicap, ancestry, or national origin.

V. SEVERABILITY

In the event any provision of this Agreement is found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect the validity, legality, and enforceability of the remainder of the Agreement.

VI. KANSAS CASH BASIS

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 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 reasonably 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.

VII. AMENDMENTS

Unless otherwise stated herein, this Agreement may be amended only with the mutual consent of the parties.

VIII. CONTRACTUAL PROVISIONS ATTACHMENT

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

IN WITNESS WHEREOF, the parties have signed and executed this COOPERATION AGREEMENT, after resolutions duly and lawfully passed, on the dates listed below.

For the Unified Government of Wyandotte County / Kansas City, Kansas

Signed: _____ Date: _____
Cheryl Harrison-Lee, Interim County Administrator

For the Kansas City, Kansas Public Schools USD 500

Signed: _____ Date: _____
Randy Lopez, President – Board of Education

APPENDICES

Appendix A – Program Overview
Appendix B – Criteria for Student Eligibility
Appendix C – KCKPD Roles and Responsibilities
Appendix D – USD 500 Roles and Responsibilities
Appendix E – Contact Information

Appendix A – Program Overview

The 911 Training program is a semester long program of study that leads to a phase one graduation to successfully be able to handle all incoming 911 and non-emergency calls for the dispatching of responding units. This critical role serves as the vital communications link between the public needing help and emergency services response. Candidates of this program must be able to work independently in a high-stress environment while receiving and evaluating incoming 911 call information from citizens that is required to properly dispatch emergency services. The program is intended for students who wish to move in to the roll of Full-Time 911 Call Operator positions or for those that seek to continue their education as a Public Safety Dispatcher beyond the completion of this program. The student will learn basic call-taking principles, the processing of non-emergency and emergency phone calls, geography and all resources available at their disposal to help with citizen requests and needs. Students will learn all call codes that are utilized to properly code all calls for service needing a response. The student will also learn how to use local/state/nationwide computer systems that are utilized to run criminal history inquiries on individuals that law enforcement encounter. Students will learn how to perform computer checks on individuals, license tag checks, and driver's license checks during the basic overview of radio functions. Students are expected to complete the requirements within the six months of study.

The 911 Training program consists of 320 hours of coursework and on-the-job training, including a basic telecommunicator course, cardiopulmonary resuscitation certification, emergency medical dispatch certification and Full Access NCIC certification. Students must pass all required coursework, as well as the required certifications to successfully graduate.

Graduation from the program does not represent or guarantee a conditional offer of employment.

Appendix B – Criteria for Student Eligibility

Working knowledge of Windows-based software and various other computerized electronic, telecommunications equipment
-Must be able to type a minimum of 35 words per minute, successfully passing a CritiCall Exam.
-Dependable, self-motivated and team-oriented, with a desire to provide a service to the community.
-Must be able to adapt and function in high-stress situations.
-Must pass a background investigation that meets all local, state, and federal requirements as well as to be without felony convictions. This is also required for CJIS clearance.
-Must maintain full confidentiality of all information that the candidate is exposed to within the emergency communications center.

Must be able to obtain and maintain the following licenses and certifications within a given time frame:
-Basic Telecommunicator Course that includes:

- Telecommunicator roles and responsibilities
- 911 call processing
- Radio communications
- Emergency management
- Emergency communications technology
- Legal concepts
- Interpersonal communications
- Health & Wellness
- Quality assurance

-NCIC Training
-Certification in CPR
-Emergency Medical Dispatch Certification

The applicant shall follow and complete all other pre-employment and employment procedures required by the Kansas City, Kansas Police Department and Unified Government Human Resources Department. This may include a pre-employment physical and drug screen which will require parental consent for participants under the age of 18.

Appendix C – KCKPD Roles and Responsibilities

The Unified Government and Kansas City, Kansas Police Department will fund the positions described in this agreement (911 Call Taker Cadet) as availability and budget allows. The Police Department will provide training as outlined in Appendix A.

Appendix D – USD 500 Roles and Responsibilities

Will coordinate to meet/ensure high school graduation qualifications of its Students; and

- Shall have sole responsibility for recommending the Students who apply for participation in the 911 Call-Taker Training Program and will recommend to the Police Department only those Students who have satisfactorily completed the prerequisites of the educational program and who meet the criteria under Appendix B.
- USD 500 or the Student shall provide the Student's travel to the assigned Communication Center Office location (as applicable and needed given work situation).
- USD 500 shall designate a member of its faculty to supervise the Student's progress in the 911 Call-Taker Training Program and will coordinate a final review of the Student with the student's manager or the coordinator of the 911 Call-Taker Training Program.
- USD 500 shall have the right to withdraw a Student from the program upon providing written notice to such withdrawal.

Appendix E – Contact Information

LTC. George Sims
913-573-6196
gsims@kckpd.org
700 Minnesota Ave. Kansas City, Kansas 66101
Cpt. Robert Carl
913-573-6228
rcarl@kckpd.org
700 Minnesota Ave. Kansas City, Kansas 66101

State of Kansas
Department of Administration
DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of November 2022.

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue**: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due to Lack of Funding Appropriation**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer of Liability**: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. **Anti-Discrimination Clause**: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

   Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

   The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

6. **Acceptance of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority to Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility for Taxes**: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance**: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information**: **No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**

12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying**: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Staff Request for Commission Action

Tracking No. 212177

Full Commission Meeting Date:
Committee: Public Works & Safety

Date of Standing Committee Action: (If none, please explain): For information only

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
11/30/2022	Jeff Fisher	x5415	jfisher@wycokck.org	Public Works

Item Description:
The Public Works Department will provide a quarterly update on new initiatives, programs and challenges.

Action Requested:
Information only

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

Attachments List:
Q4-2022-Public-Works

PUBLIC WORKS
QUARTERLY UPDATE

DECEMBER 12, 2022, STANDING COMMITTEE

KDOT Closures

- Douglas under I-635 and unnamed street under I-70 near 4533 Orville
- Reduced street maintenance needs
- KDOT funding can be used for other intersection improvements

Kansas Avenue Bridge

- Grant application due in May 2023
- Seeking $200-$300 million in assistance with KCMO
- Bridge reconstruction
- Includes request for additional Improvements that stretch 7th street to Southwest Boulevard on KCMO side

Turner Fire Station

- South 55th & Douglas
- Construction underway now
- Has drive-through bays, 12-bunk rooms, and training space
- Includes state-of-the-art safety improvements

Stormwater

- Transitions January 1, 2024
- Engaging BPU
- Finalizing documentation
- Organizing Stormwater Capital Improvements
- Developing an outreach plan

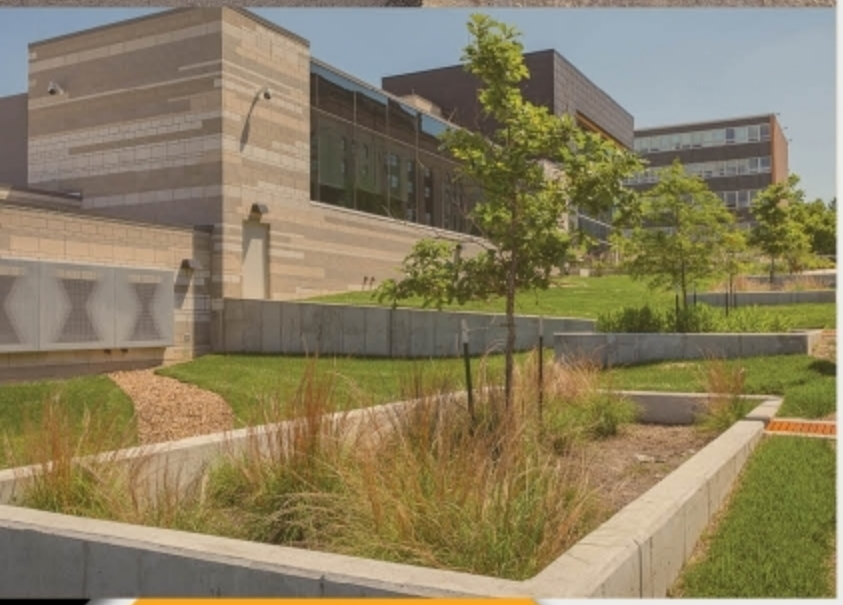
A Culture of Continuous Improvement

Solid Waste Updates

- Program Supervisor & Coordinator positions filled
- Current team will help new hires transition over the next few months
- Service has improved, but many challenges remain

Operational Changes

- Broke the county into six focus areas
- Focus areas put greater emphasis on preventative maintenance
- Allows team members to get more hands-on with a smaller service area
- Allows teams the freedom to plan their day, which increases pride and ownership



Grouping Engineering

- Combining like services for team improvement
- Engineering, Water Pollution Control, and Planning
- Reduces redundancy and increases communication
- Opportunity for cross training

Uniform Savings

- Change was a joint initiative from the leadership group and the team
- Not so much fit but flexibility to be comfortable in all climates
- Saved approximately $50K on clothing and personal protective equipment
- Complies with ANSI and MUTCD regulations for safety apparel

Staff Request for Commission Action

Tracking No. 212178

Full Commission Meeting Date:
Committee: Public Works & Safety

Date of Standing Committee Action: (If none, please explain): For information only.

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
11/30/2022	Jeff Fisher	x5415	jfisher@wycokck.org	Public Works

Item Description:
Public Works staff has been asked to report on the Unified Government (UG) ordinance regarding right-of-way maintenance throughout Kansas City, Kansas and the Unified Government's practices and procedures.

Action Requested:
Information only.

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

Attachments List:
Mowing ROW Memo

PUBLIC WORKS

Public Works
701 North 7th Street, 712
Kansas City, KS 66101

P: (913) 573-5311
F: (913) 573-5766
E: info@wycokck.org

TO	Jeff Fisher, Public Works Director
FROM	Vinny Billaci, Street Division Manager
DATE	October 19, 2022
RE	Right-of-Way Mowing and/or Trimming
ATTACHMENTS	Right-of-Way Mowing Map

Background

As part of Public Works' (PW) commitment to continuous improvement, team members regularly review existing policies and procedures. In early 2017, teams in PW's Street Division began a review of internal mowing procedures.

During the process, it came to light that PW was mowing and trimming many areas within the right-of-way on private property, an activity that was not in line with existing city ordinances. Chapter 8, Article XII, Section 8-535 reads:

- *It shall be unlawful for any property owner, representative, tenant or other person with control, occupancy or possession of real property to allow excessive growth of vegetation on any lot or parcel of land within the city or in any area between the property lines of said lot or parcel and the centerline of any adjacent street or alley, including, but not specifically limited to, sidewalks, streets, alleys, easements, rights-of-way and all other areas, public or private.*
  (Code 1988, § 8-575; Ord. No. 65619, § 6, 4-19-1991)

Chapter 32, Article II, Section 32-37 (c)(1) also reads:

- All persons or entities owning land adjacent to public right-of-way or easement, upon which improvements are located, are responsible for the maintenance and repair of such improvements, including but not limited to the sidewalks, driveways, culverts, ditch maintenance, driveway approach, private street, private sewer, and tree trimming.

At that time, the practice of mowing and/or trimming vegetation in the right-of-way on private property was not in line with city ordinance. In March of 2017, Public Works brought this discrepancy to the attention of the Governing Body through Standing Committee along with a recommendation that would bring operations into compliance with city code while allowing the Unified Government to continue right-of-way mowing and/or trimming on publicly-owned property via a phased approach to be fully implemented in 2019.

Best Practices

To determine best practices, Public Works reached out to several neighboring cities. Those who responded are Kansas City, MO; Roeland Park, KS; Prairie Village, KS; and Leawood, KS.

Kansas City, MO is the most comparable neighbor, as they face similar staffing challenges and have similar processes. In Kansas City, MO, internal crews mow and/or trim right-of-way on publicly-owned property, and external crews are contracted to mow and/or trim vacant lots. Staffing challenges make keeping up with mowing and/or trimming difficult.

cc

Public Works
701 North 7th Street, 712
Kansas City, KS 66101

P: (913) 573-5311
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Roeland Park, KS; Prairie Village, KS; and Leawood, KS also only mow and/or trim on publicly-owned property. They also indicated that they do not preemptively trim trees, and should a tree fall into the street, the road is cleared and the fallen tree is placed on the property of origin.

These practices are in line with the processes currently followed by the Unified Government.

Current Practice

In the past, Public Works' Street Division mowed or trimmed the right-of-way in many areas, but the three most recent Citizen Surveys showed that street maintenance is a higher priority. To meet the expectations of residents, the Board of Commissioners worked with staff to phase out right-of-way mowing on private property in 2018, with phasing to end in 2019. County-wide notifications were sent to all residential addresses, and teams worked with property owners throughout 2018 to help with and educate them about the transition back to compliance with the existing code. Areas where tall grass and weeds cause safety concerns, particularly at intersections, are still cut by the UG regardless of ownership.

During the phase-in period, the Street Division also conducted a map-based mowing audit. The purpose of this exercise was to map areas that were (1) currently maintained by the Unified Government, (2) previously maintained by the Unified Government but not currently maintained, and (3) areas that property owners are responsible for maintaining. A copy of the resulting map is attached.

The return to compliance in 2019 allows Public Works to focus scarce resources on things like curb replacement, alleyway improvements, and increased pothole patching. Although improvements continue, the Unified Government's current mowing and trimming obligations, combined with staffing challenges and weather delays, make it difficult for teams to keep up with a regular rotation of service. Adding to the service map would result in negative outcomes in areas such as curb replacement and pothole patching.

cc

PUBLIC WORKS

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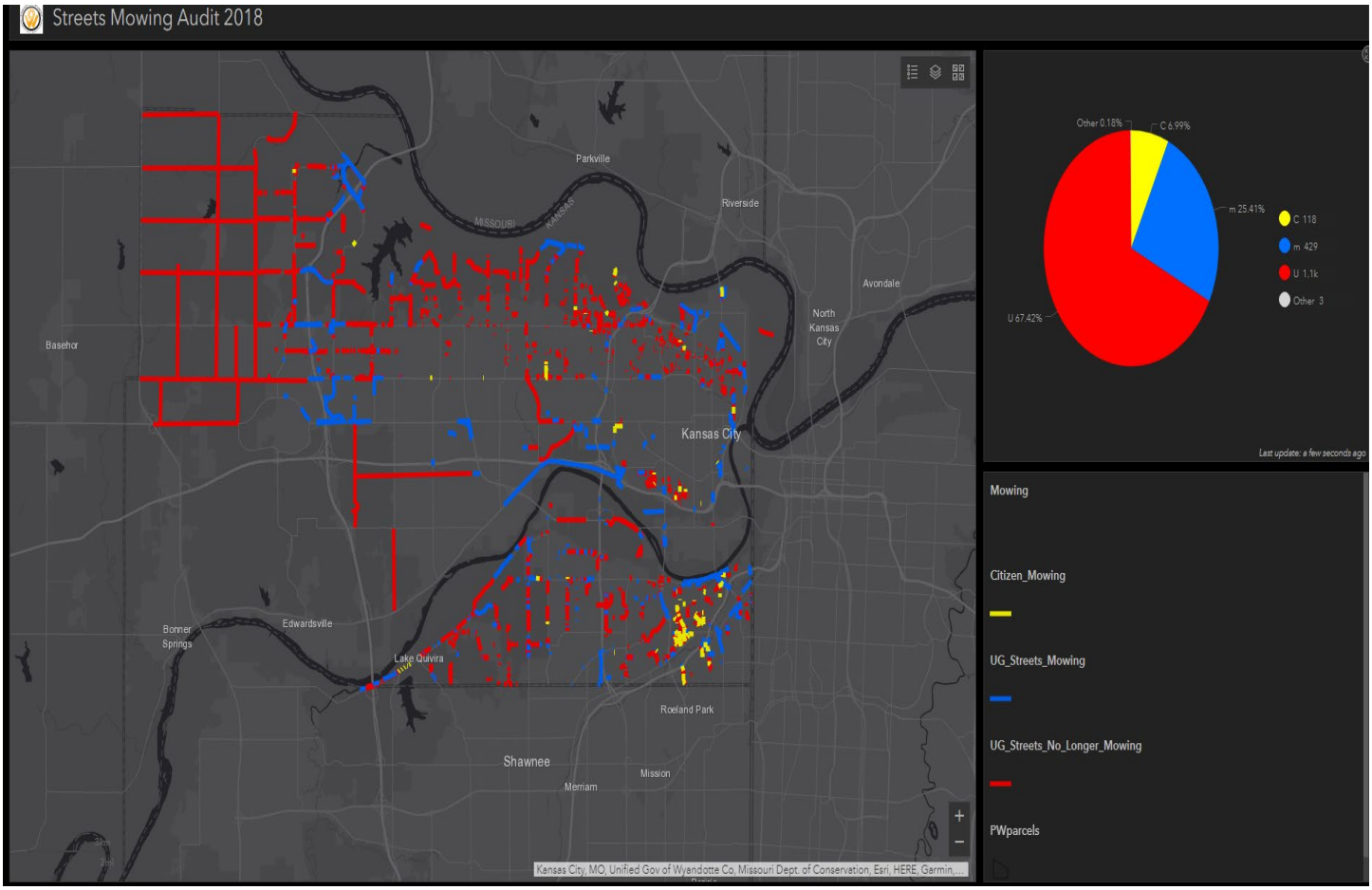

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