



UPDATED AGENDA

Public Works and Safety Committee
Standing Committee Meeting Agenda

Monday, July 22, 2024

5:00 PM

Location: Hybrid

We invite 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 this URL to join. <https://us02web.zoom.us/j/84385421041>

Webinar ID: 843 8542 1041

Or One tap mobile:

+17193594580,84385421041# US

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Or join by phone:

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

US: +1 719 359 4580 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 669 444 9171 or +1 669 900 9128 or +1 309 205 3325 or +1 312 626 6799 or +1 360 209 5623 or +1 386 347 5053 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 888 475 4499 (Toll-Free) or 877 853 5257 (Toll-Free)

International numbers available: <https://us02web.zoom.us/j/84385421041>

Name

Absent

Commissioner Tom Burroughs, Chair

☐

Commissioner Mike Kane

☐

Commissioner Chuck Stites

☐

Commissioner Bill Burns

☐

Commissioner Phil Lopez

☐

Rose Henry, BPU Board Member

☐

I. Call to Order/Roll Call

II. Revisions to July 22, 2024 Agenda

ADDING NEW ITEM #8 TO COMMITTEE AGENDA - RESOLUTION: STATE AVENUE CORRIDOR IMPROVEMENT PLAN AMENDED INTERLOCAL AGREEMENT WITH THE KANSAS CITY AREA TRANSPORTATION AUTHORITY

III. Approval of standing committee minutes from April 24, 2023 and May 22, 2023.

IV. Committee Agenda

Item No. 1 - RESOLUTION: STATE AVENUE CORRIDOR IMPROVEMENT PLAN INTERLOCAL AGREEMENT WITH KANSAS CITY AREA TRANSPORTATION AUTHORITY

Synopsis: A resolution approving the Interlocal Cooperative Agreement with the Kansas City Area Transportation Authority for transit infrastructure improvement in the State Avenue Corridor of Wyandotte County in the amount of \$800,000.00 through a Surface Transportation Block Grant, requiring a local match of \$200,000 allocated from ARPA funding.

Tracking #: 21220

Item No. 2 - ORDINANCE: GRANTING LEVEL 3 COMMUNICATIONS TO MAINTAIN TELECOM SYSTEMS WITHIN RIGHT OF WAY

Synopsis: Approval of an ordinance granting Level 3 Communications, LLC and its respective companies a contract franchise to construct, operate, and maintain telecommunications systems within the public right of way in the city.

Tracking #: 21230

Item No. 3 - ORDINANCE: GRANTING CENTURYLINK COMMUNICATIONS TO MAINTAIN TELECOM SYSTEMS WITHIN RIGHT OF WAY

Synopsis: Approval of an ordinance granting Centurylink Communications, LLC and its respective companies a contract franchise to construct, operate, and maintain telecommunications systems within the public right of way in the city.

Tracking #: 21234

Item No. 4 - RESOLUTION: AUTHORIZING APPLICATION AND ACCEPTANCE OF BUREAU OF JUSTICE ASSISTANCE FISCAL YEAR 2024 BODY WORN CAMERA POLICY AND IMPLEMENTATION PROGRAM GRANT CATEGORY 1

Synopsis: Adoption of a resolution authorizing the application and acceptance of grant funding for the Bureau of Justice in the amount of \$614,000 with matching funds in the same amount. That has already been allocated.

Tracking #: 21231

Item No. 5 - RESOLUTION: AUTHORIZING APPLICATION AND ACCEPTANCE OF BUREAU OF JUSTICE ASSISTANCE FISCAL YEAR 2024 BODY WORN CAMERA POLICY AND IMPLEMENTATION PROGRAM GRANT CATEGORY 3

Synopsis: Adoption of a resolution authorizing the application and acceptance of grant funding for the Bureau of Justice in the amount of \$1,000,000. No match is required.

Tracking #: 21232

Item No. 6 - RESOLUTION: AUTHORIZING APPLICATION AND ACCEPTANCE OF BUREAU OF JUSTICE ASSISTANCE FISCAL YEAR 2024 LOCAL LAW ENFORCEMENT CRIME GUN INTELLIGENCE CENTER INTEGRATION INITIATIVE- CATEGORY 1

Synopsis: Adoption of a resolution authorizing the application and acceptance of grant funding for the Bureau of Justice in the amount of \$300,000. No match is required.

Tracking #: 21233

Item No. 7 - RESOLUTION: MEMORANDUM OF UNDERSTANDING WITH KANSAS CITY KANSAS PUBLIC SCHOOLS

Synopsis: A resolution adopting a Memorandum of Understanding between the Unified Government of Wyandotte County and Kansas City Kansas Public Schools to relocate combined sewer utilities.

Tracking #: 21245

Item No. 8 - RESOLUTION: STATE AVENUE CORRIDOR IMPROVEMENT PLAN AMENDED INTERLOCAL AGREEMENT WITH THE KANSAS CITY AREA TRANSPORTATION AUTHORITY (ADDED PER AGENDA UPDATE)

Synopsis: A Resolution approving an Amended Interlocal Cooperative Agreement with the Kansas City Area Transportation Authority for transit infrastructure improvement in the State Avenue Corridor of Wyandotte County for an additional \$200,000 through the Surface Transportation Block Grant, requiring an additional \$50,000 local match. This agreement amends the original Interlocal Agreement that provided \$800,000.00 through a Surface Transportation Block Grant, requiring a local match of \$200,000 allocated from ARPA funding.

Tracking #: 21287

V. Public Agenda

VI. Adjourn

**AGENDA UPDATE
PUBLIC WORKS & SAFETY
STANDING COMMITTEE MEETING
MONDAY, JULY 22, 2024**

IV. COMMITTEE AGENDA

ADDING ITEM

Item No. 8 – RESOLUTION: STATE AVENUE CORRIDOR IMPROVEMENT PLAN AMENDED INTERLOCAL AGREEMENT WITH THE KANSAS CITY AREA TRANSPORTATION AUTHORITY

Synopsis: A Resolution approving an Amended Interlocal Cooperative Agreement with the Kansas City Area Transportation Authority for transit infrastructure improvement in the State Avenue Corridor of Wyandotte County for an additional \$200,00 through the Surface Transportation Block Grant, requiring an additional \$50,000 local match. This agreement amends the original Interlocal Agreement that provided \$800,000 through a Surface Transportation Block Grant, requiring a local match of \$200,00 allocated from ARPA funding.

Tracking #: 21287

**PUBLIC WORKS AND SAFETY
STANDING COMMITTEE MINUTES
Monday, APRIL 24, 2023**

The meeting of the Public Works and Safety Standing Committee was held on Monday, April 24, 2023, at 5:00 p.m. The following members were present: Commissioner Bynum, Chairman; Commissioners Kane, Markley, Ramirez, Commissioner Townsend for Commissioner Johnson; and BPU Board Member Groneman. Commissioner Johnson was absent. The following officials were also in attendance: Renee Ramirez, Director of Human Resources; George Sims, Chief Deputy; Patrick Waters, Chief Counsel; Jack Andrade, Deputy Fire Chief; Angel Ferrera, Director of Parks and Recreation; Shaya Lockett, Recreation Division Manager; Matthew Zayas, Fiscal Officer; Sgt. Lucas Graves, Police Department; and Monica L. Sparks, Deputy UG Clerk.

Chairman Bynum said before I call the meeting to order, I want to announce that some committee members, staff, and the public are attending remotely via Zoom as well as on-site. All participants joining by phone should mute their phones when not speaking to avoid background noise. When speaking, please speak directly into the microphone to ensure everyone listening is able to hear your comments and to ensure a clear record is made. During the meeting, please make sure that you announce yourself by name and title every time you speak so the public that is observing knows who is speaking. Be sure to speak directly into the microphone so all comments can be heard and the record of the meeting can be accurate. This is critical given the number of remote participants and is also current guidance from the Kansas Attorney General.

The public is allowed to participate by Zoom or submit comments by email prior to the meeting. Those comments will be included in the record of this meeting. The public can also indicate their intent to provide remote public comments by contacting the Clerk's Office by 5:00 p.m. the Thursday before our meeting. The public also will have an opportunity to provide brief comments either by telephone or via Zoom from the 5th Floor Conference Room here in the 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 there are no revisions on our agenda tonight and also no minutes for approval. The first four items are all resolutions and they are authorizing a memorandum of understanding between our local school districts, the Unified Government, and the Kansas City Kansas Police Department to administer a 911 call-taker training program. We have our director of HR, Renee Ramirez, and Deputy Chief Sims with the Kansas Police Department to present the item please.

COMMITTEE AGENDA

Item No. 1 – 212379...RESOLUTION: AUTHORIZING A MEMORANDUM OF UNDERSTAANDING BETWEEN USD 202, THE UG, AND KCKPD TO ADMINISTER A 911 CALL TAKER TRAINING PROGRAM

Synopsis: Approval of the Resolution authorizing a Memorandum of Understanding between USD 202, the Unified Government and KCKPD to administer a 911 Call Taker Training Program, submitted by Karl Oakman, Chief of Police KCKPD; and Renee Ramirez, Director of Human Resources.

Renee Ramirez, Director of Human Resources, said we're pleased to be in front of you here again this evening to present an update on the information that we presented to you all in late December to the Standing Committee and the Full Commission. We are proud to say that we have reached out to other school districts like you had suggested to us. We're in the process of completing now, agreements with USD 500, Turner, Piper, and Bonner to include those seniors. Again, the goal of this partnership was to create pathways for young individuals to be able to gain a skill set within our workforce to be eligible for full-time employment when they graduate. With that said, I will turn it over to Deputy Chief.

George Sims, Deputy Chief, said thank you again for having us and hearing us on this topic again. I apologize, the Chief was unable to make it this evening due to another engagement. I'm Deputy Chief George Sims, I'm sitting in for Chief Oakland and the Police Department.

As we proposed last year, we're pursuing a work-study learning partnership with our local high schools. Initially, we were reaching out to USD 500. We have since then expanded to the other school districts. The program is a multiple day per week, half day work-study with a total of approximately 320 hours of training as a basic telecommunicator.

Work-Study Partnership with WyCo High Schools

- **Recap**

In fall 2022, we sought and received approval to partner with some area high schools to create a pilot work -study program at Police Communications. The groundwork for the program was completed and we reached out to additional WyCo High Schools to build a program to start in January 2024.

- We hope to partner with multiple schools in 2024:

- Piper HS
- Turner HS
- Bonner Spring HS
- USD 500 high schools

Students who enter into and are able to complete this program will get multiple certifications as they go through it, including the basic telecommunicator NCIC, which is the National Crime Information Center, our computer system, emergency medical dispatch certification, CPR certification, and they'll also learn to use the CAD system, various criminal justice information, computers, and things of that nature.

Program Overview

- It is a semester long, 320 hour program.
- Certifications include
 - 40 hour Basic Telecommunicator
 - NCIC Certification
 - EMD Certification
 - CPR Certification
- Students will learn to use the CAD system, become acquainted with the radio system, and criminal just information systems, while working in a complex, high-stress environment.

Phase/Week	Topics	Learning Outcomes/Objectives and Possible Skills	Assignments & Learning Activities
Introductory Phase Orientation - 2 Days	• Training Book • Social e • Handbook Assignment • C&D Computer Login • WETA 911 • Radio/Dispatching • U.S. Badge Access • Gun Training • AOCOE Overview and Login • R&D Token request	Department tour and Human Resources orientation facilitated by personnel and a general communications overview. The trainee will have all technology (link) .	• All technology (link) will be tested on the computer. • Trainee must successfully pass AOCOE quiz with score 80 or higher.
Introductory Phase Basic Telecommunicator Course - Week 1 (40 hours)	• Health & Wellness • Legal Concepts • Emergency Communications Technology • Interpersonal Communications • Call Processing • Emergency Management • Quality Assurance	This forty-hour, self-paced course will provide the essential and foundational training that 9-1-1 professionals need to deliver effective and efficient 9-1-1 services to the public.	• Successfully pass the basic telecommunicator course exam with an 80 or better score.
Introductory Phase Certifications/Training - Week 2 (40 hours)	• CPR Certification • NCIC Certification • EMD Certification • Permanent General Orders will be reviewed • SOP will be reviewed	This week the trainee will successfully be CPR certified. They will master the basics of the most pertinent General Orders that directly apply to the Communications Center.	• All certifications require a test in order to pass. • General Order quizzes • SOP quiz
Introductory Phase Call Taking - Week 3 (40 hours)	• Geography • Call-taking principles • Call-processing procedure • Call codes & coding criteria • New CFS screen • Call priorities	This week you will learn basic call-taking principles, the processing of non-emergency and emergency phone calls, geography and all resources available at your disposal to help.	• Call code processing/questioning quiz • Call for Service module quiz

As noted on the slide, it is a high-stress environment. This is not going to be a cakewalk for students who are ready to walk in the door and take this challenge on. It is going to be preparation for real world work because it is real world work from the moment they walk in the door essentially.

Additional Program Information

- We currently are able to hire four 911 Cadets. We are limited on space and trainers, but we are exploring whether we are able to accommodate additional trainees, which would also require additional PINs.
- Students are paid for their training time.
- It is a half-day schedule.
- Students go through an application process and preemployment screening like all other Police Communications Unit employees.
- Future employment with KCKPD is not guaranteed, but if the student is a good fit and successfully completes the program, we hope to offer them employment as full-time 911 Operators or Dispatchers after they graduate.

We have a plan currently, we're able to, due to our limitations of space and available trainers, we're holding this at four student 911 cadets or work study participants. We're looking at some possibilities of whether we'll be able to accommodate additional trainees by working through some scheduling issues and maybe having some in the morning, some in the afternoon. All that's tentative, so fingers crossed, I'd like to be able to take on more students if we're able and if we

have more students who want to volunteer for this program. We're pretty excited about it. I've talked to several dispatchers who are trainers who are also excited about it. Our partners, obviously, that we spoke to with the school districts are as well. We're pretty eager to move this forward. If we can expand the program, then all the better.

Students are paid. As I mentioned it's a half-day. Pre-employment screening, the screening that the students will go through will be identical to the screening that we go through with any dispatcher 911 call-taker hire. So, they'll have to go through an application, a background process, and so forth.

Future employment. A work-study participant, we hope that this ends up being a positive experience for them and when they can successfully complete the program and then pursue full-time employment with the Police Department. We're looking for young candidates who are ready to invest in a career in Law Enforcement or Law Enforcement-related activity. However, completion of the program does not guarantee that they're going to be able to get a job with us. We have to have the vacancy and they have to be a good fit. We do hope to, at the conclusion of this program, be able to bring in up to four new 911 call-takers or dispatchers.

If they come on as a 911 call-taker, they're trained at this point, they're ready to start as a full-time employee right out of the gate once they get their high school diploma. If they decide to become a dispatcher, then they will move on to the next phase of training, which will be the police radio system, interacting with the units in the field, and the whole other layer of CAD activity that goes along with moving to the radio side of dispatch. With that, I would stand for any questions.

Commissioner Kane said first of all, I think this is great. Did we talk to Bishop Ward at all? **Deputy Chief Sims** said yes, we did. We did get a lead on a possible candidate for employment, but they're not going to be partnering with us on this program. They just don't have a program that matches work for work-study, for lack of a better way to put it. **Commissioner Kane** said okay, cool. I love it.

Commissioner Ramirez said I agree with Commissioner Kane, this is an amazing program. You know, it's becoming more common that not everyone goes to college. Not everyone has that other route or path to get there or they just might not want to. So this opens another door, another opportunity, for our high school seniors to experience something. Because I know that they're in

their senior year, they're wrapping up. Are there guardrails to ensure that they also still stay focused on their schoolwork at high school? As you said, since it's a high pressure, high stress environment as they're going through this training, how are there guardrails to ensure that they are still doing their schoolwork as well?

Deputy Chief Sims said that's outside of our program, that's going to fall on the school district to manage that, is the short end answer. We'll have a regular liaison back and forth with the school and if they start reporting problems and obviously, I mean, they are young people. We'll have to work through that, but we're not going to be monitoring their scholastic activity or performance outside of what they do at dispatch. **Commissioner Ramirez** said I like that there will be a liaison to have that communication between the department and the district. I think this is an amazing program. So, I thank you, Renee and Deputy Chief for all that you guys have done. I can't wait to see if we can get some more dispatchers and more operators

Commissioner Townsend said great program. Great suggestion, I think it's Commissioner Kane to expand it, to reach out to other school districts. A couple of questions, the training itself, is that being done on premises at the schools? Or will the students be transported somewhere else to train? **Deputy Chief Sims** said the students will be getting trained at the Police Communications unit. **Commissioner Townsend** said it's no cost to them, but they will be paid? **Deputy Chief Sims** said yes ma'am. **Commissioner Townsend** said another good point.

Commissioner Townsend said even though hiring at KCKPD is not guaranteed based on budgeting, I was really amazed at all the certifications that they will get. Do those transfer, in the event that they would come out and they can't be employed here? Could they take those certifications across the river, be our loss, but they would be employable. **Deputy Chief Sims** said most of them. All the Emergency Medical Dispatch, CPR obviously, NCIC, there's another one that escapes me at the moment, but those certifications they can take with them to any communication center and have a head start. **Commissioner Townsend** said great, thank you.

Commissioner Bynum said will it start in the fall semester? Is that the goal? **Deputy Chief Sims** said we're having some discussions with USD 500 about having students who are going to graduate in December participate, but our focus is going to be to do this starting in January so that they would finish the program about the same time that they're graduating from high school.

Commissioner Bynum said perfect. I would just ask you to tuck in your memory bank that once you get a group through the semester-long training, that maybe we might like to meet one or two of them here with an update on how did it go after they come through the program. **Deputy Chief Sims** said thank you, Commissioner.

Commissioner Bynum said so what we're going to do is, we actually have four different approvals. And before we do that, I'll just ask—

Renee Ramirez, Director of HR, said I would just like to make one more comment on this. I think it's important to recognize that at the conclusion of this program, because this program is part of the high schoolers curriculum in order to graduate. At graduation, these students will be recognized by wearing a lanyard that shows that they were a participant of our class here and are able to take that skill set away with them, whether they're employed with us or not. So, I think that's a huge achievement not only for that student, but also recognizing the parents and the efforts that they've made for those achievements as well.

Commissioner Bynum said I appreciate that. Thank you. Madam Clerk, did we have comments from the public? **Monica L. Sparks, Deputy UG Clerk**, said no comments were received. **Commissioner Bynum** said anyone online with their hand up to speak? **Ms. Sparks** said no hands raised. **Commissioner Bynum** said anyone in person requesting to speak on the item?

Ms. Sparks said we do have a hand that has come up. **Rose Ellis, with Strawberry Hill Neighborhood Association**, said hi I just had a quick question about the cost. Do you have an idea—can you hear me? Can you hear me? That's alright.

Commissioner Bynum said we are unable to hear Rose Ellis with Strawberry Hill Neighborhood Association. I apologize. Her hand has gone down, so perhaps that was an error. Commissioner Kane, the first motion will be for USD 202.

Action: Commissioner Kane made a motion, seconded by Commissioner Markley, to approve. Roll Call was taken and there were six “Ayes,” Groneman, Kane, Markley, Townsend, Ramirez, Bynum.

Item No. 2 – 212380...RESOLUTION: AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN USD 203, THE UG, AND KCKPD TO ADMINISTER A 911 CALL TAKER TRAINING PROGRAM.

Synopsis: Approval of the Resolution authorizing a Memorandum of Understanding between USD 203, the Unified Government and KCKPD to administer a 911 Call Taker Training Program, submitted by Karl Oakman, Chief of Police KCKPD; and Renee Ramirez, Director of Human Resources.

Action: Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve. Roll Call was taken and there were six “Ayes,” Groneman, Kane, Markley, Townsend, Ramirez, Bynum.

Item No. 3 – 212381...RESOLUTION: AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN USD 204, THE UG, AND KCKPD TO ADMINISTER A 911 CALL TAKER TRAINING PROGRAM

Synopsis: Approval of the Resolution authorizing a Memorandum of Understanding between USD 204, the Unified Government and KCKPD to administer a 911 Call Taker Training Program, submitted by Karl Oakman, Chief of Police KCKPD; and Renee Ramirez, Director of Human Resources.

Action: Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve. Roll Call was taken and there were six “Ayes,” Groneman, Kane, Markley, Townsend, Ramirez, Bynum.

Item No. 4 – 212382...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 a Memorandum of Understanding between USD 500, the Unified Government and KCKPD to administer a 911 Call Taker Training Program, submitted by Karl Oakman, Chief of Police KCKPD; and Rene Ramirez, Director of Human Resources.

Action: **Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve.** Roll Call was taken and there were six “Ayes,” Groneman, Kane, Markley, Townsend, Ramirez, Bynum.

Commissioner Markley said I just want to make a comment in case the IT team needs to take a look at something. Someone who is watching online indicated they could hear Rose talking online And we couldn't hear her here. I don't know who's going to take a look at that situation, but I just wanted someone to know. **Commissioner Bynum** said I apologize to her for us moving on without her because we couldn't hear her. Are you staying put? The next item is the body worn cameras update. Thank you very much, I will turn it to you.

Item No. 5 – 212395...UPDATE: BODY WORN CAMERAS/OTHER CAMERA INITIATIVES

Synopsis: Update regarding usage of body-worn and other cameras for the KCKPD, including impact on officer safety, submitted by Karl Oakman, Chief of Police, KCKPD.

In-Car and Body-Worn Camera Update

Kansas City, Kansas Police Department

Deputy Chief Sims said a quick overview of the hardware that we've deployed for the body camera system. We'll be dealing with the current body camera system first and then moving on to some of the broader issues with the LPRs, the traffic cameras, and things of that nature.

Cameras

Implemented in January 2021, includes PD and Animal Services
WatchGuard – bought out by Motorola

V300 Body-Worn Camera

- 243 Body-Worn Cameras In Production
- Mounting Options
 - Molle Mount (3rd Party & Most Popular)
 - Magnet Mount
 - Belt Mount
- Recording at 1080p 30 Frames Per Second

4RE In-Car Camera

- 105 Vehicles Outfitted With Dash Cameras
- 3 Cameras in Each Vehicle:
 - Dash Cameras
 - Panoramic Camera
 - Rear Seat Camera
- Recording at 1080p 30 Frames Per Second

The body-worn cameras that we've deployed currently are the V 300 body cameras. We have about 243 of them in service in some way, shape, or form. They're the ones that you see mounted on our officers. Most of them wear them right about here. It's the best place that we found to capture the best information available. We also have the 4RE camera systems in our cars currently. Three cameras per vehicle that catch the front Pano and it has a look-back camera in it as well. All the cameras capture video and audio at a pretty high resolution. We will be transitioning in the foreseeable future out of the 4RE's because that system is reaching the end of its life. They're going to be migrating us into a new system through Motorola.

ICC/BWC Team

2 Information Systems Analysts

- Manage project purchasing, officer training, device/software implementation, and researching for continuous project improvement
- Manage support of hardware and software systems
- Perform all testing and evaluation of products and act as liaison to Motorola

2 Program Coordinators

- Manage video evidence by correctly tagging and filing videos by case
- Handle all dissemination of video (KORA, DA, federal agencies, media)
- Perform redactions on videos that are made available to the public

I'm happy to announce that we are currently fully staffed on this team for the first time in quite a while. We have two IS Analysts and two Program Coordinators. The information systems analysts do a lot of the hardware support. They also help out with the video running the analytics, running the case guard software over them, and preparing cases. Primarily, we have two people that will focus on working on the video, and two that focus on dealing with hardware issues. We get a number of requests. I believe there are going to be some numbers that come up through KORA, the DA's office, our federal partners, and so on, and a lot of internal requests as well.

Upload Infrastructure

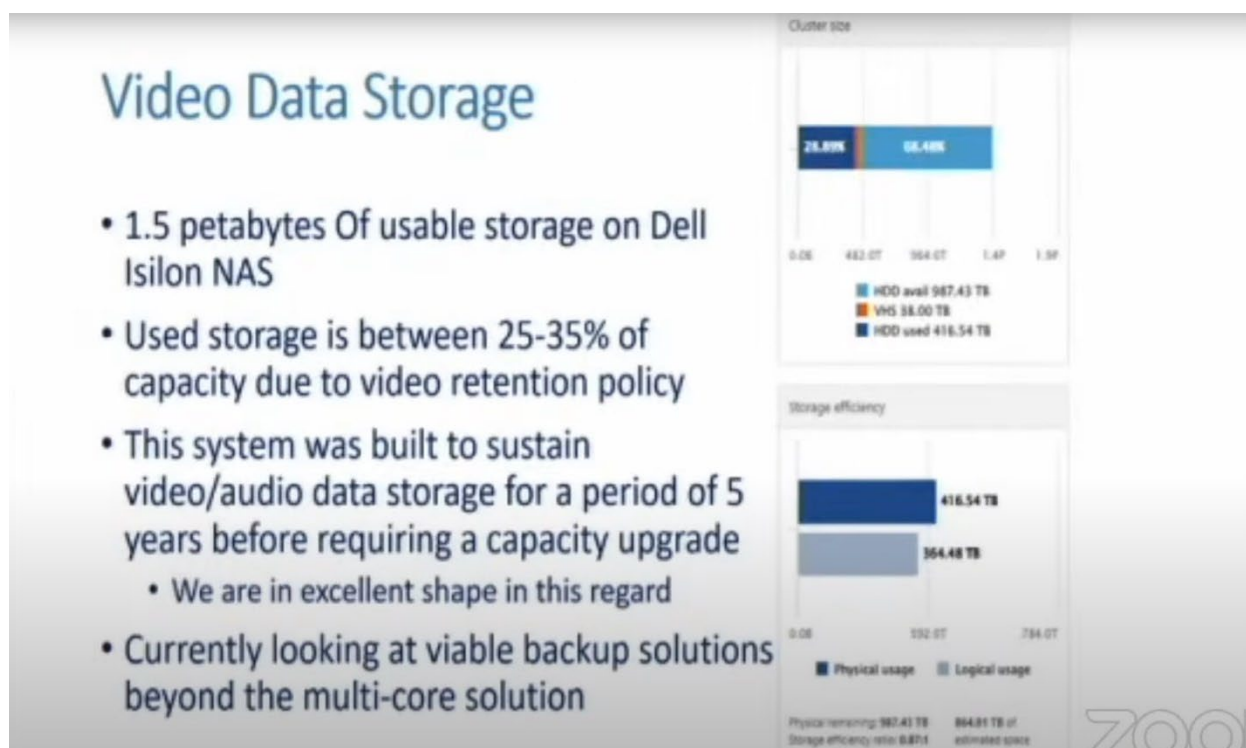
- 9 external Wi-Fi Access Points installed at patrol stations for in-car camera video data upload
- 4 additional interior Wi-Fi Access Points configured to allow in-car camera video data upload
- 22 8-slot body worn camera upload/charging stations deployed at patrol stations
- Multi-Path Secure Fiber Optics Network
- 4 high-powered video/audio redaction stations

At each station and at various points around we have external Wi-Fi access points. Whenever anybody pulls in and parks a vehicle, it'll automatically begin to upload all the information out of the in-car camera passively. They don't have to they don't have to dock it. They don't have to do anything. It just senses that the car is there and it begins. It's also common. What an officer will do is take their body camera docket inside the in-car camera and it'll begin to upload both of those, again, without them having to go to a docking station. That would be something that they do if they were at the station working on reports or dropping property, something of that nature, which decreases the load in between shifts because that's when there's always a flurry of activity and it's harder to upload from eight vehicles at once given bandwidth limitations are what they are, then when we can get it trickled in throughout the shifts.

Upload Infrastructure

- 9 external Wi-Fi Access Points installed at patrol stations for in-car camera video data upload
- 4 additional interior Wi-Fi Access Points configured to allow in-car camera video data upload
- 22 8-slot body worn camera upload/charging stations deployed at patrol stations
- Multi-Path Secure Fiber Optics Network
- 4 high-powered video/audio redaction stations

The docking stations and obviously they have much more high-powered video audio redaction stations that they're using within the body camera and in-car camera shop. They're dealing with quite a bit of video data.



One and a half petabytes of usable storage on our Isilon server. It's a network area storage system that I believe we're up to about 25% to 35% of capacity. This is a server that backs up its partition, so it backs up to itself. So, we have two unique silos of data that are our body camera and in-car camera data is stored on. We don't use that server for very many other things. We're about to start migrating some of our LPR data onto the Isilon server as well.

We expect to be able to run this for five years and we're in good shape, we're not expecting any problems. We are looking at additional backup solutions, though. We're still in the research phase of whether we're going to be looking for hardware or whether we're going to be trying to seek some kind of cloud-based solution. We're storing over 300,000 files on it right now.

Training

- All users were given 2 hours of training on the following topics:
 - Use of In-Car Camera And Body Worn Camera system hardware & software
 - How to use video as a training aid for self evaluation
 - How to use video to assist in report writing & investigations
 - Department policies on in-car & body-worn camera equipment use
- Each year officers receive one hour of AOT training on updates to the in-car & body-worn camera systems and proper camera system use

Then, users all of our officers who run a camera or administer a camera as a supervisor or some other level of leadership, they're all trained on what they need to know about how to make the cameras work, how to get video, how to stop video, how to pause, how to mute all the standard operating issues that go with the camera itself, and how to tell make sure the cameras working. Obviously, that's important. We do refresher training with them, both with regard to any changes or upgrades in the hardware and software, as well as the rules of the road as to when they have to have their cameras on and so forth.

Policy

- ICC/BWC policies are continuously reviewed & updated by the Department
- Examples of what the ICC/BWC policy covers:
 - Who is required to wear a body-worn camera
 - Operation – Officers are required to record contacts with citizens while in performance of official duties
 - Audit – Officers will have a minimum of one video audited per month
 - Public Access – Rules mandated by KORA. The Chief of Police may approve the release of video

This is a policy that we revisit frequently, as you can imagine. It requires attention. It's something that we try to stay on top of. All of our line officers and other officers who are not necessarily always in a line job are required to wear a body camera when they're conducting those kinds of patrol operations Community Policing obviously wears them, SWAT, things like that. We also have a bank of cameras that will be used by investigators when they go out and make field contacts and they want to use a body camera for their interaction, whether for investigative or oftentimes just because they're interacting with the public and they want to maintain that record.

On the randoms, we're in this video data a lot as you can imagine. We also do random checks, a minimum of one check per month, per officer. That's done at the division level by a Captain, usually by a Captain, but by some Senior Sergeant or a ranking commander. We'll get in a video, at random, and just view the interaction. Obviously, if it's something like a drive across town where the camera was activated inadvertently, we'll pass that on, but we do want to watch an officer interact on an ordinary call for service that isn't going to be logged into evidence because a large percentage of our calls are just going to be officers talking to people where there's no crime reported. It's just how are our guys and gals doing as far as interacting with the public. We follow KORA obviously, so that is our standard of release to the public. The Chief of Police also has the latitude and discretion to release videos.

Video Retention Policy

Categories	Retention Rule
Non-Evidentiary	24 hours (reviewed and manually deleted)
Citizen Contact	120 days
Misdemeanor	1 year
CIT	1 year
Traffic	1 year
Felony	5 years
DUI	5 years
Pursuit	5 years

- Ongoing cases & serious person felonies such as homicide and sex crimes are retained indefinitely
- KCKPD retention policy meets or exceeds state requirements

We record a lot of things and some of it's as simple as a pre-shift inspection of a vehicle or we'll just run a video test. All those are marked test and then our video auditors will go through, double-

check that it was tagged properly, like it's not evidence, so they'll open it up make sure that it is in fact a video that they can delete at the time, and then they'll delete those within a few days. Ordinary citizen contacts in which no case reports were completed, no police report, no real police action is taken and we've handled it at the scene. Those will be kept for 120 days and then you can see the table speaks for itself as far as the misdemeanor CIT calls, traffic, and so on. Sex Crimes, homicide, things of that nature, serious person felonies are maintained indefinitely.

Evidence Management/Video Dissemination

- All videos not currently subject to an investigation are subject to the Kansas Open Records Act (KORA) & may be requested by the public
 - All KORA requested videos are redacted using CaseGuard software by the ICC/BWC team
 - Redaction Examples: juveniles, medical treatment & medical records, undercover agents & informants, emergency or security information, criminal history & any personal information (Social Security Numbers, Addresses, DOB, Cell Phone Numbers, Etc...), in-car computer screens, uninvolved subjects, etc...
- Video requested by local & federal agencies by email or work order is compiled and shared via an encrypted cloud link by the ICC/BWC team
- Since the project's implementation in January of 2021
 - Over 350,000 videos recorded by officers
 - Nearly 1,100 video cases have been shared with the D.A.'s Office
 - Over 50 cases have been shared with federal agencies
 - Nearly 400 open records requests from the community

As I said, we comply with KORA. We process a number of requests that come in from the public or from other non-law enforcement, non-prosecutorial entities that will reach out through the website. We coordinate with legal and our IS analysts are very diligent about going through and making sure that they redact bystander information, PI, the personal identifying information, juveniles, obviously, and things of that nature. That's assuming it is a recording that we will release. Sometimes they're tied up in an investigation.

We do everything through an encrypted cloud share. We're out of the business of burning these things to DVDs, for the most part. Everything's handled through an online system. That's how we share with all of our partners, with very few exceptions. 350,000 videos recorded assistance 2021, I suspect that number is a little low because I think we're currently storing, in the ballpark, of 300,000 that are currently on the system. That gives you an idea of how much sharing we do.

Equipment Issues

- 203 body-worn cameras returned due to failures/breakages over 27 months for an average of 7.5 per month
 - 117 of these failures were within the first 12 months, in large part due to a bad batch of batteries.
 - 203 Returns
 - 173 - faulty equipment
 - 30 - broken equipment
- 3 transfer stations have been returned– Warranty/RMA
- 5 in-car camera DVR's have been returned– Warranty/RMA

Maintenance issues, just like anything else, when we got to the three hundreds, they were a fairly new system and there were some debugging issues. That number spikes a little higher than it seems. We had a problem with some batteries that accounts for a good chunk of the body cameras that we had to send back. Everything has been handled through the warranty process. We haven't had a cost associated with any of the repairs, at least any of them that would be normal use. There may be a few out there that we broke that we were responsible for. We're always growing the system.

Recent Changes & What's Next

- Changed the “after the fact” video to include audio.
- Outfitting Special Operations Bearcat with in-car camera system, docking stations for BWCs, & cellular video upload: in-progress
- Outfitting Police Department interview rooms with cameras on Motorola's System to Consolidate Video Platforms: Summer 2023
- Potential future additions: CAD Integration with video evidence management software, integrated license plate readers, patrol vehicles outfitted with cellular video upload
- Equipment Refresh: All body-worn cameras will be replaced– January 2024

After the fact, the WatchGuard body cameras are equipped with something called after the fact video, which means that when the camera is on, but you're not telling it to record, but it's powered

up. It is recording. It's recording video and it's recording sound. None of that is saved anywhere. It's just on a loop and it just keeps recording in that condition until it runs out of space and then it just starts to write over.

What the after the fact does is if we have an incident that happens, whether it's something unexpected and the officer never had the opportunity to turn his or her camera on, or if it's something that they were expecting, but they failed to engage it or forgot or whatever. For whatever reason that camera didn't get turned on. We can go in through the after the fact program and pull the video from the camera for the segment of time in question.

We're currently outfitting the new Bearcat with this body camera and in-car camera system. It already has a separate camera system in it, but this will tie it to our Motorola system, Watchguard. We are in the process right now of getting our investigations, interview rooms, and interrogation rooms equipped. So, they'll be moving from the current system with Exact Vision through Cam Decks. Now they will be moving into the system that we now have all of our in-car body camera evidence. That came out a little clunky, but we're trying to get all of our evidence videos put into one centralized in one data set.

Down the road, to an extent, we're going to be able to integrate the CAD with our evidence library, things of that nature, so that they can communicate back and forth automatically, assign numbers embed links, things of that nature, and connect it with our other LPR system.

We're on the verge of refreshing all of our body-worn cameras. January 24 is when we expect to start rolling those out. It's hard to believe it seems like we just got these and we're looking forward to getting the next ones. They're going to be the same generation, but they're going to be fresh hardware. By the time we reach the end of our contract current contract, we will all be equipped with fresh body cameras, fresh hardware, which leaves us in a good position as we decide what to do next. That's the body cameras and the in-car systems.

CAMERAS

Available camera resources for the KCKPD

Traffic Cameras

- Some Personnel within KCKPD has access to traffic cameras
- Not all cameras at intersections throughout the city are recorded so our coverage is limited by what is recorded
- Currently there are approximately 140 cameras which are recorded, once the fiber project along Leavenworth RD (27th to 67th) is completed those cameras will become available
- Also as new intersections are built or existing ones are upgraded they will also become available

Now we'll move on to the traffic cameras. I know you see these as you travel around town. They're not terribly discreet. We have access to a number of camera systems. Some of them are ours, some of them belong to BPU or Operation Greenlight. We have a few partners with us and I believe I have these listed on a further slide. Don't assume that because there's a stoplight that there's a camera. That's not the case, but we do have a fairly strong camera presence throughout the city. A lot of those cameras are fixed. They don't pan, tilt, or zoom. A number of those cameras include a license plate reader, but a number do not. We tried to deploy those based on things like crime data and call for service data. That's what drives us to what locations we're going to deploy those resources as they become available.

Police Department Owned Cameras

- The department maintains a network of Automated License plate reader cameras throughout the city to aid in criminal investigations
- The department has 27 intersections with LPRs installed along with 6 mobile LPRs on patrol vehicles
- Pan-Tilt-Zoom (PTZ) cameras and other fixed video cameras are also installed at some intersections with LPRs to provide more visibility in areas of high traffic or where no traffic cameras are present
- There are also a small number of intersections with video cameras only

As I mentioned, we've got about 27 intersections currently outfitted with license plate readers, that's the LPR tag. We also have mobile license plate readers that are attached to some of our patrol vehicles so that they can go sweep particular areas or when they're just out on patrol. They can post up at a location and then the license plate reader will do its job and will alert them to whatever alerts they set it to. There's some discretion there. You can set alerts, it's a fairly flexible system.

PTZs are obviously a wonderful tool to have, especially when you know that you're going to be dealing with a certain kind of activity or an event in a particular area. They give us the ability to really gather a lot of visual information and relate it to our people in real-time. As I said before, not all the cameras have LPRs and not all the cameras have PTZs. We have a number that are just traffic cameras. We use those too in criminal investigations. Also, we'll have the ability soon to set—as we're able to tie those feeds in through a smart box through one of our real time crime center resources, we should be able to even set alerts within them to say, show me a white pickup truck when it comes here. Send me an alert. So, it's got some capabilities that we hope to be able to put in place fairly soon.

Camera Sharing

- The Department has a platform which will allow outside locations to share their cameras with the department for investigations and live response by on-duty officers
- Typical target locations would be gas stations, retail locations (large & Small), any industrial location, or other large venue that is privately owned and operated with an existing camera system installed
- The goal of this platform will be to increase officer response time and effectiveness by providing responding officers with real-time intelligence on what is happening at the location

Outside cameras that we have, I guess I don't have a list, but I can tell you that KU campuses, both of them are sharing with us Operation Greenlight. Kansas City, Missouri shares a number of their NITTEC resources with us, the LPRs and the traffic cameras. NASCAR is up on our system. So, we have partners that we share cameras with, gas stations and retail locations, and you get a feel for how we have set up our camera-sharing systems.

Final Note: Some Ways Cameras Help Solve Crimes

- Information from the camera systems have been instrumental in generating leads, sharing information for public assistance in solving crimes in KCK. Real time LPR data has also led officers to stolen vehicles and other activity. Here are some recent examples.
 - Four armed robberies of local businesses: 2101 Metropolitan; 756 County Line; 748 Washington; 3948 Rainbow. Officers located traffic camera video to the suspect. He was subsequently stopped and identified. He was arrested and we recovered the firearm from the robberies.
 - A grainy photo of a murder suspect vehicle was shared with our Intel unit. They were able to locate additional video of it through our camera system. LPR data confirmed that it was the vehicle used in the shooting. The vehicle never resurfaced so a flyer with the vehicle was shared with the public. The vehicle was recovered that day.
 - An East Patrol officer was monitoring LPRs in search of an Aggravated Battery suspect. She got an LPR alert and saw the suspect getting out of a vehicle. She was able to quickly detain him without incident.
 - A West Patrol officer was monitoring LPRs during the overnight hours and got a hit for a stolen auto. The officer located the vehicle on State Avenue and performed a traffic stop. Following the preliminary investigation the driver was booked for possession of stolen property.

I know you can read this for yourselves, but this last piece is where we're going next, which is where officers are going to be impacted more readily and more often, by real time intelligence, as people in our Intelligence Unit are at their consoles able to monitor camera activity at the same

time that officers in the field are responding to the call. There is a safety element to that, it increases the likelihood of us being able to intercept and apprehend the suspect safely under those conditions. We already have that capability. We just don't have it 24/7. It's not as robust as it will be once we have our other intelligence platforms up and running. We're already monitoring those cameras in real time with people most hours of the day from 8:00 am till 10:00 pm.

I included this as a final note, one of my first, early incidents when I was in charge of East Patrol and South Patrol divisions was a break in that happened at Sunfresh in the mall there. One of our young Intelligence Analysts sat through and combed through—it takes a lot of human effort to get this done right now, we don't have a lot of automatic screening of this video data. He went through hours of video and was able to identify a suspect vehicle, track it until it got an LPR hit, identify the license plate, and we figured it out just based on that. That gave us the lead, obviously can't tell you who did it, but that gave us the lead that caused us to discover who did that burglary and it also ended up being a suspect who had thrown a crowbar at one of our Captains outside of our patrol station.

We've used this tool now for a few years and its capabilities have increased during that time. All these that you see up here are recent. We had a gentleman who robbed four of our local businesses, I gave their addresses, in a string of armed robberies. He's armed with a handgun. We were able to use a traffic camera to get a good picture of him based on that, because he always wore a mask, obviously, when he conducted the robberies. But, we got a good traffic cam picture of him and based on that camera capture, we were able to identify him, arrest him, and recover the firearm, clear all the robberies. I don't know a better way that we could have come to a resolution in those cases.

Another fairly recent case, a grainy photo of a murder suspect vehicle was shared with our intel unit. This was not a public camera or police camera. This was a citizen because, we always bang on that point, that we're not going to solve these things by ourselves. We need help. However, that citizen shared an image of a suspect vehicle with us and then we were able to dive into our camera system, start retrieving additional video data, ultimately get an LPR hit on this murder suspect vehicle. It disappeared after that. They took it and they hid it behind the house in Kansas City, Missouri. It never moved. So, we never had any more LPR hits on it until we put out the flyer and they were able to get it the very same day.

LPRs, one of our officers, I told you that they could configure the alerts the way that they wanted. She had set it up to tell her when this LPR at this location got a license plate read that went with this person, notify me. Bang. The LPR gets a hit, she gets the information, comes around the corner, catches him stepping out of a car, and takes him into custody without incident, a great job. Another example of a good use of the system in real-time.

Finally, I included this one fairly recently in the West End. Last week in the West End, one of our officers was out late in the night. I believe this was off of a mobile read in the area of 78th and State. Set his alert to more broadly capture the information that comes in through the LPR system. It flagged and said "hey, you just had a stolen car hit", gave him the picture, the description, and he caught up to the car about at 81st and State and was able to car stop it. Again, everybody was in custody. There was sufficient probable cause to book him for possession of stolen property and so on.

As you know, sometimes people have a stolen car, but stolen cars are pretty heavy vectors in the crime world. They're always involved in committing additional crimes like burglary and so forth. So, they're doing a good job.

Those last two are not investigators or detectives or major case. These are just officers who run 911 calls. These are the people who respond when you pick up the phone. They're using these systems to locate serious felony suspects in real time, or in this case, capture a stolen auto. We're using it at all levels. As time goes by, we're going to be more capable of using them in real time. That's the direction that everything is going right now. That concludes my presentation. I stand for any questions.

Chairman Bynum said that's an excellent bit of information and it's amazing. The body-worn cameras is what's going to be replaced in '24? **Deputy Chief Sims** said yes, ma'am. **Chairman Bynum** said because we just deployed them in like 2020. **Deputy Chief Sims** said 2021. Yeah, I believe January is when we rolled them out to my station.

Commissioner Ramirez said thank you, Deputy Chief to you and your department and Chief O'Quinn for everything you do. Our community, they see in the news what our police department does and, of course, when they do a call for service, but I thank you for providing those examples of the everyday situations that our officers and our police department staff, how they're utilizing

the technology that you purchased for the department. Thank you for providing those examples so that the community can actually see that this technology is used every day. We may not hear about it in the news. We may not hear about it for a call for service, but there's a lot going on behind the scenes. So, thank you for that. Thank you for all of the men and women who are serving and protecting our community.

Chairman Bynum said do you have your body-worn camera on? Oh, no, I just was curious. If you will, why don't you step over and grab it? Okay, not that it's 100% necessary, but, well, it's very interesting to me. And the data collection is—again, that's kind of mind-boggling. I don't know if there are other questions or comments while we wait for the officer. I didn't mean to make him go do that. But, it might be interesting just to see it and I think I've seen it on officers.

Commissioner Townsend said thank you, Madam Chair. Well, while our officer is getting that, this is a good time to remind a lot of our community-based groups that our Police Department is ready and willing to come and make these presentations again to the groups as to how these body-worn cameras are used and explain the technology the Deputy Chief just went over. **Chairman Bynum** said you know, I appreciate that, because I was thinking in the last week I have seen at one community group an excellent presentation from the Gang Unit that was just fascinating. Then later that same week saw another presentation from your department on fentanyl, which was also excellent, scary, and eye-opening. So, I mean, there are a number of really important presentations that the department can come and bring to your groups. Go ahead and show us.

Sergeant Lucas Graves said this is the body-worn camera. I'll power it up here so I can show you the difference in how we can tell when it's on and when it's actually recording and when it's not. Just a second. **Deputy Chief Sims** said the best place to put it is absolutely right here. You're going to catch everything.

When we step out of our car, generally speaking, whenever you get out, as soon as you turn your lights on, it'll automatically turn your body-worn camera on as well turn your in car and your body-worn camera on at the same time. If it's a call where you just park on the side of the road, you don't turn your lights on for some reason, you just get out, push the center button right here. It's recording right now. It'll turn red right here on the front. Then also, it'll tell us right here.

Then to turn it off, it's as simple as hit that twice. Then, we have the options of how to tag the event. It'll prompt you to do so. You just scroll through and then you just push the side button right here. Now it's logged.

Chairman Bynum said what you just did is you're logging it in as sort of where you are or what's the event that you're at? **Sargeant Graves** said this one I went to non-evidentiary. We won't need to save it. **Chairman Bynum** said so is there a selection for like a route? Rowdy commission meeting? **Sargeant Graves** said there isn't, but there needs to be.

Chairman Bynum said other questions for Chief or the officer? Thank you so much. Thanks for you're willing to get that. Madam Clerk, any comments received by email? **Ms. Sparks** said no comments received. **Chairman Bynum** said any hands up online? **Ms. Sparks** said no hands raised. **Chairman Bynum** said okay. And anyone in person. Alright, that was for information only but it really is greatly appreciated. Thank you so much.

Action: **For information only.**

Item No. 6 – 212391...RESOLUTION: AUTHORIZING THE PURCHASE OF PROPERTY FOR A NEW FIRE STATION 20.

Synopsis: Resolution authorizing the purchase of property at 521 S. 72nd St. for a new Fire Station 20, submitted by Daniel Kihn, Senior Counsel, Legal Department.

Chairman Bynum said next item is, now that we've had the Police Department, we've got the Fire Department. We have a resolution that is going to talk about purchasing property for a fire station, which is very exciting. I guess I'll turn it to Chief Counsel. Patrick Waters, please.

Patrick Waters, Chief Counsel, said I'm actually going to turn it over to Chief Andrade who has a presentation.

Jack Andrade, Deputy Fire Chief, said I'm here to talk about the station builds over the next few years, before we get to station number 20.



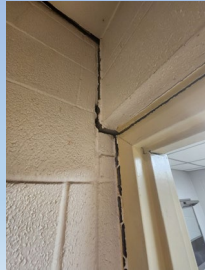
KCKFD Station Builds

Stations		Address	Land Acquisition	Budget year	Anticipation date
12	2020	2913 Hutton Road			Completed
16/17	2023	55/Douglas		2021	Jan 2024
20	1967	7741 Kansas Ave - 66111	2023	2024	2025
4	1957	3044 North 81st - 66109	2025	2026	2027
New Piper Station			2026	2027	2029
8	1979	3131 North 123rd - 66109	2030	2031	2032
14	1956	2615 North 27th - 66104	2032	2033	2034
11	1924	3100 State Ave - 66102	2032	2033	2034
5	1955	910 Quindaro Blvd - 66101	2034	2035	2036
7	1951	2717 Strong Ave - 66106	2036	2037	2038
3	1951	420 Kansas Ave - 66105	2038	2039	2040

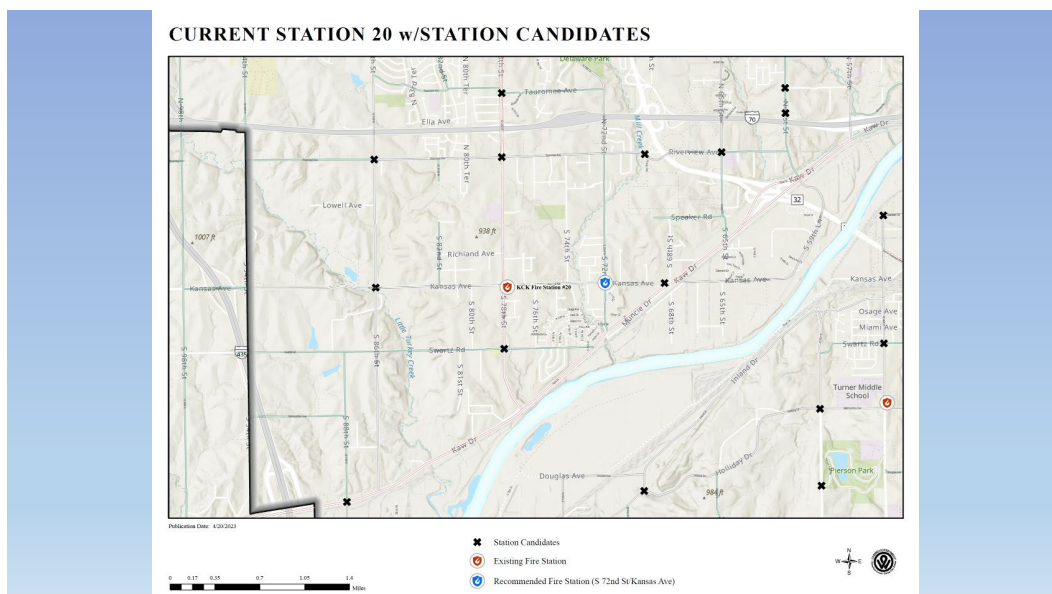
Station build priorities are due to age and structural stability. Today, our fire stations that you see on this list are 68 years old and are normally not compliant with NFPA standards or the ADA. Our ISO rating for one of the stations would help us out tremendously and that's the new Piper station, building a third station out west. Stations 16 and 17 currently are underway. We have an anticipation date of being complete in January of 2024. That one is at 55th and Douglas.

Station 20

- Built in 1966
- Township Fire Station
- Volunteer
- Not ADA/NFPA Compliant
- Ameresco Study

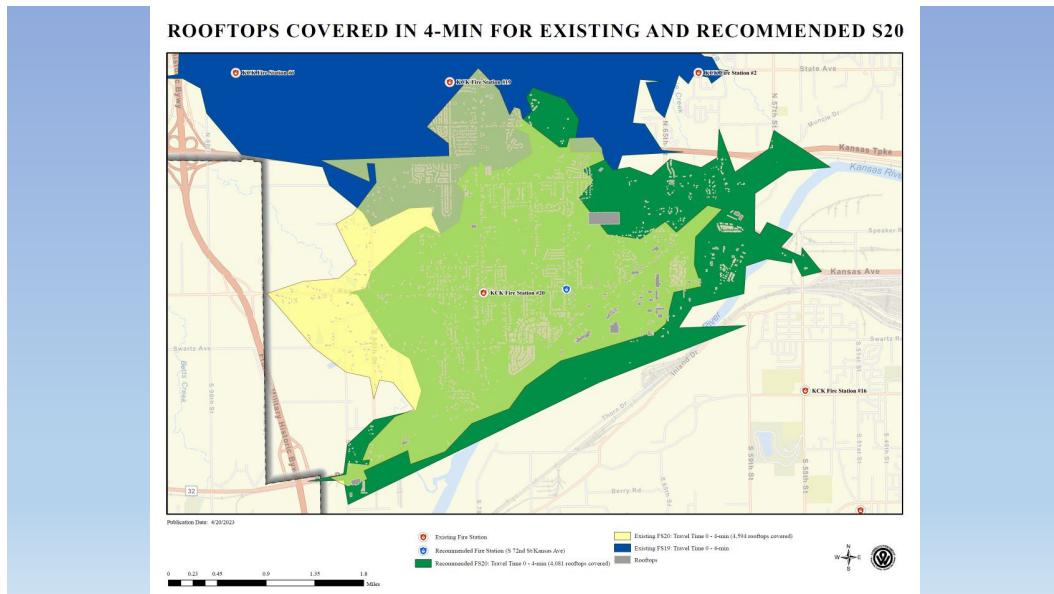


Station number 20 is the one we're going to discuss today about land acquisition. Station 4 is the next priority. Both of those are township fire stations. They weren't meant to house 24-hour firefighters every day of the year. They were meant for volunteers. They are not ADA and they're not NFPA compliant. Our Ameresco study said this is one of the ones that we needed to get this station taken care of right away. You can see there's cracks in the foundation and then the wood rot on one of the rafters that are outside. Now this is the bathroom door that normally individuals get trapped inside because when they shut it does not close all the way. So, this is the next station that needs to be rebuilt.

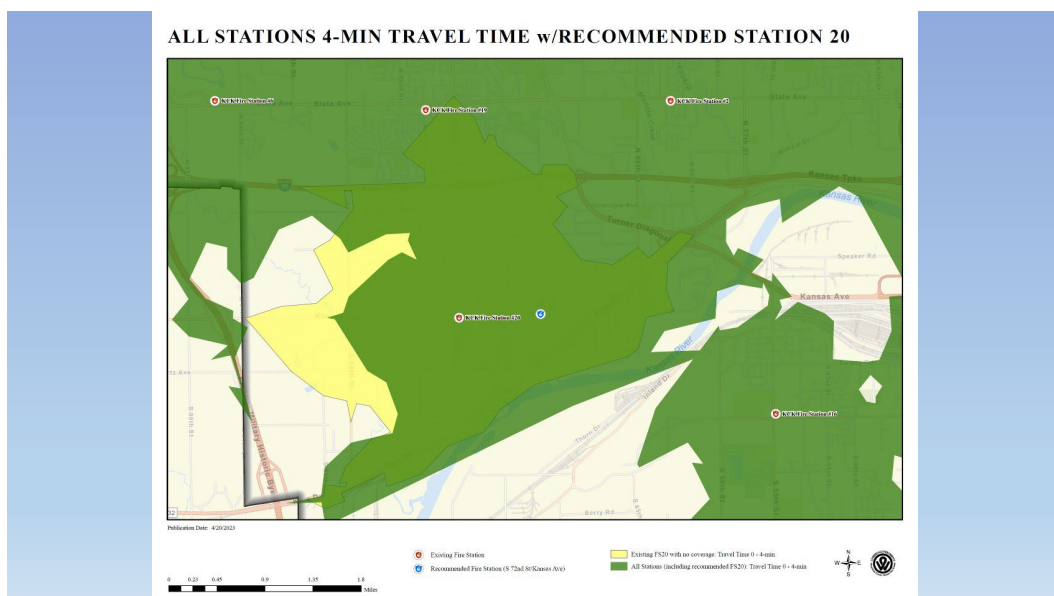


This map here is of where station number 20 is currently today at 78th and Kansas. You can see the x's on the map and those are candidate locations. The GIS department has provided us with

those candidate locations based off the NFPA standard 1710 on a four-minute travel time. It recommended all those locations to try to figure out what would be our best coverage for that area.



The one that it's recommending is a half a mile down the road to 72nd and Kansas. This map here shows you the rooftops for that four-minute travel time for existing and for the proposed location. The lighter green along with the yellow are the current location, four-minute travel time. The darker green with the lighter green attached to it is the is a four-minute travel time when we move that fire station.



It picked this location because the other candidate locations had a lot of hills and a lot of valleys. Then there's also property in that quadrant that we didn't want to take someone's home or business away from them. So, this is the best location that the map is showing. This will give us more coverage area to the east and it'll help out with the industrial area along with BNSF, which is the second largest railroad station in the United States. This map here shows you the four-minute travel time for all the adjacent stations. Station Number 6, 19s, Station 2, and then the new Station 16 and 17 down in the lower right lower quadrant. I'll leave it open for questions.



Chairman Bynum said questions from the commissioners? Okay. Madam Clerk, any comments online? **Ms. Sparks** said no comments were received, no hands are raised. **Chairman Bynum** said anyone present in the fifth-floor conference room want to speak on the item? It is an action item. So, because we will purchase property, Chief Counsel, anything from you? **Mr. Waters** said no, just making sure the commission understands that this will be the action item and that we will go out and purchase this property after the passage of the resolution. So, this will be the final action with respect to the property sale. Fast tracked to this Thursday is the request due to the timing. **Commissioner Bynum** said thank you. Alright. We have a motion in a second. Thank you very much. Roll call, please.

Action: **Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve.** Roll Call was taken and there were six “Ayes,” Groneman, Kane, Markley, Townsend, Ramirez, Bynum.

Chairman Bynum said then our last item tonight on our committee is some Angel Ferrera with her staff for a Parks and Rec quarterly update. Thank you, and welcome.

Item No. 7 – 212394...REPORT: PARKS AND RECREATION QUATERLY UPDATE

Synopsis: The Parks and Recreation team will provide a quarterly update on new initiatives, programs and challenges.



Angel Ferrera, Director of Parks and Recreation, said I'll try to bring a little bit more enthusiasm to the night. We're here tonight to just present our quarterly update. We have a ton of stuff we could report on. There's a lot of awesome things happening right now in Parks and Recreation. We try to do our best to pick the highlights of the first quarter and also to come before you with that information as well.

Then tonight with me, I also have Ms. Shaya Lockett, she's our Recreation Division Manager and then also Matthew Zayas as our Fiscal Officer. So let's go ahead and get started. I'm actually going to let Shaya kick us off tonight.

Recreation Division



Shaya Lockett, Recreation Division Manager, we are here to provide an update for some of the amazing activities and projects we have going on at Parks and Recreation. We put together this collage just to highlight some of the events that our staff have been working very diligently on and offering to our community. I do want to note a couple of them.

At the top in the middle, you have pictures from our very first all-girls basketball league that we held this year. It was hosted at Beatrice Lee Community Center. We're really proud of our staff because most of our leagues have been co-ed because we just don't have enough to separate, but there was an interest. Community members came to us and requested that we specifically work with all girls. We were able to host a fourth and fifth-grade girl's basketball league at Beatrice Lee.

We also have on here pictures from our Someone Special Dance, which was hosted at Joe Amayo Community Center. I do want to congratulate our staff because this event was sold out. We had people calling and requesting to come to the event, but the event was sold out. Those who attended did have a great time.

We also have had other projects such as our very first Jugglers Clinic, if you follow us on Facebook, those are some of the new and interesting events that we're trying to bring to the department. We are trying to really engage the community at a new level and garnish interest in areas that we haven't always been able to highlight.

Feasibility Study

- Ballard & King/Clark & Enersen were contracted to analyze existing recreation centers and make recommendations for facility planning and operations.
- Consultants conducted on-site workshops with staff and park board.
- We anticipate the final report with analysis and recommendations in April 2023.



With that, we have been working with Ballard & King/Clark & Enersen to look at our current community centers. They are going to be offering recommendations for facility planning and operations in the future. We are looking forward as a department to what the next few years will look like for us and how we can offer quality programming to our community. We get a lot of requests to do various types of programming, but it's important that we look at the facilities that we have and our ability to offer that programming. That is what this study is currently doing. The consultants did come to both Park Board and they met with all of our recreation staff to gather feedback and input from them and to hear from the people who work in the centers. We have a draft report and we anticipate the final report will be to us by the end of this week or early next week.



Aquatics

- Midwest Pool Management signed management agreement for the 2023 season.
- An RFP is currently posted for security at Parkwood Pool.
- An Aquatics Feasibility Study Phase I anticipated to begin in April.
- Joe Delaney Learn to Swim Program presented by GEHA returning to Parkwood.
- Aquatics Programming awards
 - KRPA Aquatics Innovative Program
 - Non Profit Connect Stronger Together Award

The same token, just like our community centers, we also have one pool that's in our inventory that we oversee and manage, and that's Parkwood pool. We have a signed agreement with Midwest Pool Management for the 2023 season. If you all recall, they were with us last year for the first time. They did an excellent job with the hiring of lifeguards and overseeing the training of those lifeguards to allow us to have a pool season last year. They are back on board for 2023 and have already started the recruiting process of over 30 applicants for lifeguards as well as have submitted offers for both the manager and assistant manager and a lot of them are returning staff.

We had a security contract solidify. Unfortunately, that security company had to withdraw that contract due to unforeseen reasons, so we immediately put that out for RFP. That RFP closes this week and we will be reviewing those proposals that we've received for security for Parkwood Pool. We're also internally trying to work on other alternative measures as well to make sure that we're able to open the pool this May.

Similar to our community centers, we are also doing an Aquatics Feasibility Study. As we know, Parkwood has been around for a long time. That means the maintenance of the pool, the conditions of the pool, so we are working with Waters Edge to conduct a feasibility study. Phase one is underway now. We're beginning phase one. That means they'll look at what it takes to maintain that pool and what the recommendations are for us to move forward as far as aquatics in our community. Then we just want to highlight a few things regarding aquatics. Last year we had the Learn to Swim program. They came and offered free swimming lessons to youth in the community for two weeks at Parkwood. That program is now titled The Joe Delaney Learn to

Swim program presented by GEHA and they will be returning to Parkwood this summer, through partnership with the Unified Government and Kansas City, Kansas public school district. So as a part of summer school, both Quindaro and Caruthers elementary schools will be coming to Parkwood and they will have swimming lessons. We're also working to solidify the dates for the community swim lessons for those who aren't enrolled in this summer school, so they have an opportunity to receive those swimming lessons, as well.

I think it's important for the Commission to know the recognition that this program has received. We've received awards for the innovative approach that we've taken with our partnerships to be able to offer access to aquatics, which is often difficult in urban areas. We, the Unified Government, received the Aquatics Innovation Award from the Kansas Parks and Recreation Association for the innovative Learn to Swim program that was offered. That same program also received the Stronger Together award from Nonprofit Connect. I do want to highlight that bottom picture is our maintenance staff that received that award at KRPA. They work diligently seven days a week through our aquatics season to make sure that our pool is up and running and that our spray parks are running. They're the team that's behind the scenes. We were glad that they were able to be present to receive that award on our behalf.

Parks Division



Ms. Ferrera said we're going to switch over to the Parks Division and just give a few updates. Again, just some fun pictures. If you don't follow us on Facebook, here's my plug to follow us on Facebook. You've probably seen these photos there. There's just a lot of amazing things going on

in our parks. So we like to capture those and just think our quarterly updates are a good time to kind of highlight some of those. What was big for us in this first quarter was opening day at Wyandotte County Lake, so you'll see a lot of pictures there and some other projects we have taking place as well.

Marina

- Currently operating with department staff.
- Hours of operation:
 - Thursday -Monday 8AM -5PM (closed for lunch)
 - Closed Tuesday and Wednesday
- Notice of need to explore contractor options will be coming out soon.



We'll start with the marina. Upon Denny's retirement last year, as many of you know, Parks and Recreation is running the Marina this year, we are responsible for that operation. The hours of operation from the Marina are currently Thursday through Monday 8am to 5pm. We are closed for lunch and then we are closed on Tuesdays and Wednesdays. Again, we are running that with department staff. We have been actively working to get some seasonal help for that operation. We're just still kind of working through that process.

As many of you know, last year, we did put this operation out through an RFP process. We were just unsuccessful through that process. We have been working with County Administration and the guidance we were given to put it back out as a Notice of Need in hopes to expand the opportunities through that Notice of Need. It will not only just include the Marina operations, but it'll include any proposals that anyone would want to submit on behalf of like Kaw Point Park, the potential Rock Island Bridge project, and just some other opportunities as it relates to water, access, and recreational activities. So, that will be coming out soon as well.

Boston Daniels Park Schematic Plan Design

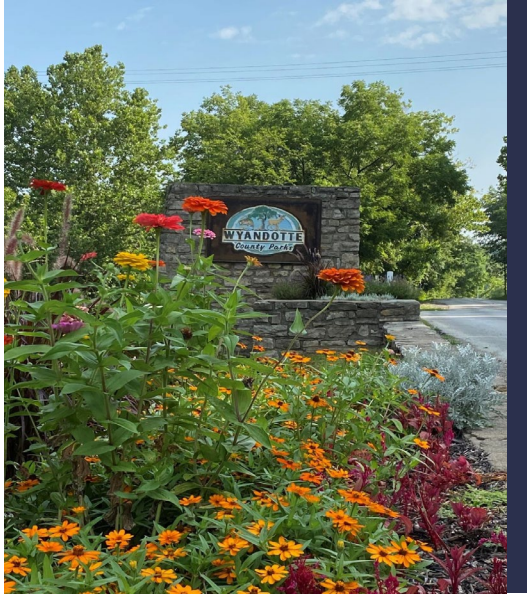
Boston Daniels

- Working closely with Boston Daniels Corporation and conducting community engagement.
- Consulting with Vireo for final design and project oversight.
- Anticipate construction to begin late summer 2023.



Another big project we have is the Boston Daniels Park project. We have been working closely with Boston Daniels Corporation for a few years now. It's really cool to see this project where it is this year, taking off with the funding support behind it. Boston Daniels has been working with Vireo. They've conducted community engagement. For the past several months, to the right, you'll see a conceptual design that Vireo put together through working with Boston Daniels and also through the community as well. Again, conceptual design.

These are just ideas that the community has submitted for things they'd like to see for park improvements. Where we are at right now with this project is so we will be moving forward and consulting with Vireo to continue the work that's being done for final design and then also project oversight. We do anticipate construction to begin late summer.



Beautification Pilot Program

- Consulting with landscape architects Vireo for best practices and a phased project approach.
- Ongoing initiative as the program develops and key initiatives are identified.

Beautification Pilot program. I want to touch base on this a little bit. Our department has been tasked with developing a beautification program for the city. As you can imagine, it's a pretty big undertaking, but we're very excited about it. We know it's something that needs to be done and we do think that there are a lot of proactive approaches that we could start to take as an organization and also as a community.

Where we are at with this project is we are also consulting with landscape architects Vireo as well, to bring their best practice and also their knowledge about landscape architecture to this project as well. We do see this as an ongoing initiative as the program develops and also as key initiatives are identified. Moving forward what that will look like with Vireo is a series of meetings that they're going to be conducting with many UG departments, also probably community groups. They'll be pulling data from the community surveys as well and identifying some of these key projects for the department to take an approach with.

Chairman Bynum said what's the scope of the program? Like, anywhere and everywhere across the city or specifically within parks? **Ms. Ferraro** said so that's a great question. That's part of what we are going to be working with Vireo to determine. When we were tasked with this, we realized that the scope is very large, so to work with Vireo to kind of take a more strategic approach. Originally when we had submitted this we had suggestions on focusing on, maybe it's five to six entrances to the city, and really doing a lot of work as it relates to beautification in those

areas. Then also high traffic areas across the city. So, State Avenue, for example. So, again, very broad approach.

I've had some conversations with Mr. Fisher as well wanting to get behind this initiative. Some other suggestions that we've had and also I think were submitted as some preliminary ideas was the idea of building a greenhouse internally. Then also being able to -- the horticulturalist can build a lot of that up from the ground and start doing a lot of that in-house as well. So, we are working with Vireo to find out exactly that, the scope of this project and the best way to approach this

Commissioner Ramirez said my fellow Commissioners if you can help jog my memory and Angel, may I ask, who tasked you with this? Because I don't remember us as a board saying that this is something we would like in our parks. I mean, this is amazing, we need beautification throughout our parks in our community. But, I don't think that was a discussion we had as a full board. So, that's where I'm curious of who tasked this Pilot program.

Ms. Ferrera said yeah, that's a great question, Commissioner Ramirez. I know through last year's budget process, we were having some discussion about beautification. We had worked a little bit on that internally with Public Works and just had kind of preliminary ideas. We did submit a request just based off of what we were seeing from the community survey as it relates to some of those beautification items. We did submit that request through the budget process with the intention that it would be a Pilot program for this year. So just really trying to figure out, what does that look like? What could that look like for the organization in the community?

Commissioner Ramirez said like I said, I think we need this. It's amazing. We have amazing parks. If we can figure out ways—and not just our parks, but just in general, our environment and our landscaping, and what we can do. I was just curious. Thank you for jogging my memory of that. I just wanted to make sure. **Ms. Ferrera** said staff is really excited about this because we think there's a lot of opportunities to be more efficient in a lot of what we are expected to do as far as horticulture and beautification around the city. So we're really excited to go through this process.

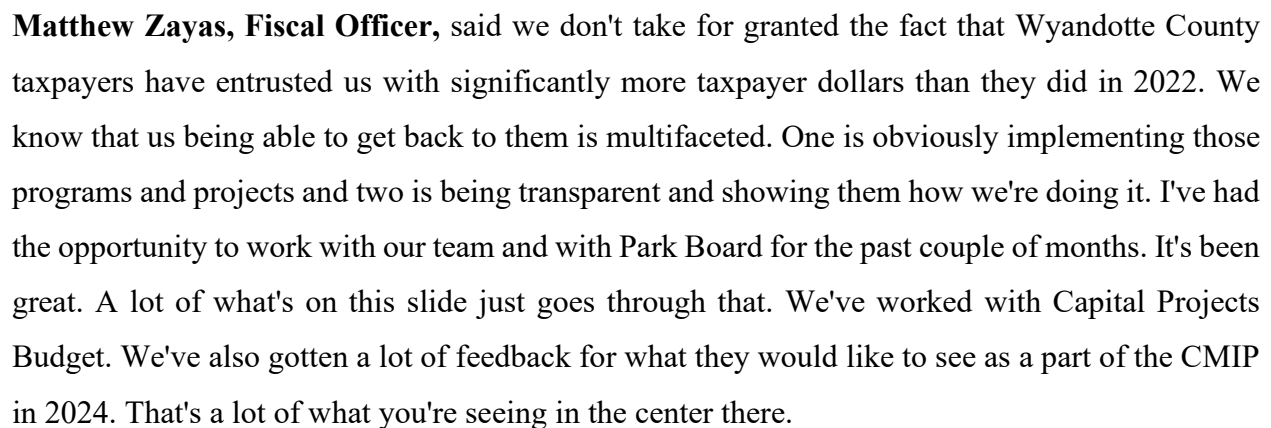
Mowing Program

- The 2023 mowing season began earlier this month
- **6** contractors have been engaged to assist in maintaining:
 - Various U.G. Parks & Ballfields
 - Water Pollution Control sites
 - Buildings & Logistics sites
 - Medians
 - Private, non-code compliant properties
 - Land Bank properties
- Staff also plays a large role in mowing WyCo/KCK parks, paths, and trails



Ms. Ferrera said everyone's favorite topic, mowing. Mowing season is upon us. We had our contractor start two weeks ago. As you know, we mow a variety of properties across the county. You'll see there we have it listed out this year, we have six contractors on board with us. I will say we have noticed more interest from contractors submitting bids. So, that's great news. As you can imagine, we have a ton of parcels that need to be maintained and mowed. Making sure that we've got contractors that are willing to do the work and committed is something that we've worked really hard on over the last two, three years to build that interest up. I will say too, that staff also plays a large role in mowing. We have our own in-house team that spends most of the spring and summer mowing.

You've probably seen this flyer on the right, it's on our website as well as our Facebook page. You'll start seeing it, so this is always good to share. If you have citizens in your districts that have questions as it relates to mowing, this is just kind of a quick glance at who does what or what we mow. Also, at the bottom, there's good contact information that they can call if needed. Next, I'm going to turn it over to Matt to talk a little bit about what he's been up to for the past few months as well.



Engagement & Transparency

- Intentional approach to provide the Park Board with Departmental knowledge
- 2024 Capital Project Planning Workshop
 - Throughout March and April, the Park Board provided staff with recommendations for capital projects to request during the 2024 Budget cycle
 - Said project ideas largely aligned with improvements identified in the 2017 Parks Master Plan
- Staff was proud to organize, and have published, the Department's 1st Year End Report which featured 2022 programs, activities, projects, and fiscal data

Again, engagement has been big, we've made an intentional approach to provide Park Board with departmental knowledge and then break it down so it's more digestible. We're really excited about how our discussion of the Capital Projects for 2023, as well as what happened in 2022. Our 2023 budget preview kind of led into the 2024 Capital Project Planning Workshop.

At our March meeting, we put together a spreadsheet based upon ideas that I collected from Parks Board members throughout February. We were able to put that together, bring it back, and really work through everything that they suggested. A lot of it aligned really well with the Parks Master Plan that we created in 2017. So that was amazing. During March after the meeting, Leah's staff went back and got quotes for a lot of those projects and brought that back in April. We had another really good discussion. It's just incredible what our Park Board was able to provide and all the great ideas, so very happy about that.

Then we were also able to put together a year-end report for 2022, and this is great. It's online, definitely check it out if you haven't already, but it highlights all the programs we did in 2022. A lot of the Capital Projects, a lot of our fiscal analytical data we were able to utilize participation numbers for the program. It really came together well. I'm just really excited about what our team has been able to provide to the public to date. We will continue to do so and follow up on the 2023 Capital Projects in future quarterly meetings.

Ms. Ferrera said that's all we have tonight for the first quarter update. Happy to take any questions.

Commissioner Kane said what a story. It says Kensington Park, Boston Daniels Park, Ruby Park, Kaw Point Park, I don't see anything here about a park in Piper. **Ms. Ferrera** said correct. Yes, there is no mention of a park in Piper. We are working on that project, as you know. It definitely is in the works. It's taken a little bit more time than we expected. **Commissioner Kane** said we had a meeting with another entity and I can find out where that's at in the process. I think we need to continue—I think it's great to fix up the parks and make them look nice and do all that stuff. But if you haven't got a park, you don't have one to go fix up and where people can walk around.

Chairman Bynum said I have a question with regard to that. We did allocate funding several years ago, I'm not misremembering that, am I? The funding has been allocated. Is it also true that the location is selected? **Ms. Ferrera** said so yes, correct, Commissioner. Funding was allocated

and is still in that designated line item for the Capital Project. Originally, we had been looking at the location next to the new fire station on Hutton Road. We've done a lot of work with Benish on just taking a look at that land there. It's less than two acres, there are a lot of challenges with that land. Unfortunately, it would take a lot more funding just to get the land in a place to where you could really build a nice park on there. We have been working with Commissioner Kane, who has made some great introductions with some community partners. We're just kind of trying to explore some other options right now. We're still working through those conversations, but we are hopeful.

Chairman Bynum said I would really look forward to hearing about if a different site gets selected. I agree, that's a tough location beside the Fire Station. **Commissioner Kane** said well it would be a waste of money, for one, and regardless it's going to take more than \$250,000 to make this work. So, we're going to have to put some more money towards it. If we can work with this community partner, and to be honest about it, these folks who've already got outside groups willing to put the equipment in there, we just need to find a place. I'm giving them a hard time, but I'm not giving them a hard time because they worked their butts off to get where they're at. We just need to get it going. **Chairman Bynum** said, so we're getting closer. **Chairman Kane** said we're better than we were the last three years. **Chairman Bynum** said good, and obviously, I'll do whatever I can to be helpful.

Commissioner Ramirez said as always, thank you to our Parks Department for everything that you do. You know, you don't get the exact funding you would like to have to be able to provide, but you do with what you have. I always bring up the story of when you received that grant money and you did a lot with the money that you were given. It shows that if we provide Parks with the funding, they will do the work. Parks and Rec always has a special place in my heart. That's where I started working before I was in my current job. Thank you for what you do. Thank you for listening to the community. I'm glad that we're doing the analysis study. That was something my subcommittee was really in support of and really wanted. It's good that we're going to have concrete, hard data to be able to make decisions on. So, just thank you for everything and thank you for your dedication to the community.

Commissioner Townsend said thank you Madam Chair and good evening to our Parks staff, Ms. Ferrera, Ms. Lockett, and Mr. Zayas. I want to go to the Parkwood pool slides that you got. It's

just easier to talk about those in front of—the aquatics. Rafts? There we go. I'll start from the end to acknowledge those individuals who were recognized for the work they do with our aquatics program and the upkeep of that pool. I'm there every year, three or four times a week before it opens, and that's what the pool looks like in terms of the water clarity and everything is always great. That's very important. There's a health aspect there we think about in terms of just fun at the pool, but you know, we're looking from a different perspective as well. I wanted to highlight again, the fact that Midwest Pools is going to be back with us this year. We appreciate their partnership and the way things were handled last year, but I don't want people to miss what Ms. Lockett said aside from the adequate number that we need of lifeguards, which I'm glad to hear the lifeguard issue will not be a problem this year.

However, there is another very important essential element and that is security. As we're sitting here tonight, we're still awaiting responses to the Request For Proposal for a contractor. As Ms. Lockett said we had one who had committed to working with us again, it was the same company who was there this past season. Then, business requirements on that contractor's situation forced them to close so they are no longer in business. Staff acted immediately to outreach and I have spoken with several people. I know the Sheriff has talked to several people. I think the RFP closes this week, on the 26th. So, do you all have any idea at this time? How many may have been put in? That's okay if you don't, I guess the main thing is it closes.

Ms. Ferrera said we do not. I don't know that they will know that until they open the bids on Thursday. I do know that Purchasing has done an excellent job in helping us get this word out. As of Thursday of last week, they had sent it out to 18+ potential businesses that offer security services.

Commissioner Townsend said I know I've spoken with at least one contractor who has extensive experience and been there in the past for us. We are optimistic that that need will be taken care of, but I can't underestimate or downplay the importance of us having security. That is a vital step that needs to be handled. We're all committed to seeing the pool reopened again for a great splash summer.

The other thing that Ms. Lockett talked about that I want to go back to was the Feasibility Study, having to do with the pool. That is concentrated on the current setup of Parkwood and what it needs to continue on. Talk a little bit more about that. I know we've talked about this before, because to do that there's a phase two plan, correct?

Ms. Lockett said yes, so we are currently working through phase one, which is the Visual Facility Assessment. What that entails is industry professionals in the aquatics industry will come and take a look at Parkwood. They'll look at the filter buildings. They'll look at our deck fencing, all of our equipment, our treatment systems, our pipes, and the entire site. They will develop recommendations and priorities for improvements, as well as provide cost estimates for what it would take to meet those recommendations for us. **Commissioner Townsend** said do you have an anticipated end date for phase one to receive that information?

Ms. Lockett said so, phase one is broken into two parts. They have to look at it prior to the pool being filled and then they also have to examine it while it's in operation. So, it won't be until after the aquatics season begins. Probably, if I had to estimate I would probably say closer towards the end of the season that we will receive a final report.

Commissioner Townsend said okay. And then, what's the setup for phase two? This is what is very critical to addressing a lot of the situations that we've heard from the community about what a new aquatic center would look like. Would Parkwood be the appropriate place for it? Would it be ADA-compliant? How big should it be? We're looking forward to the analysis of one because I wanted to see it done all at the same time. But the professional said "well, to know where to go in phase two, we need to have this information that phase one will supply". We could talk a bit about what to expect in phase two.

Ms. Ferrera said yes, great question, Commissioner Townsend. I think that, well, I know, like you said, what we get from phase one is probably going to drive a lot of that conversation. You will see us coming back to the Standing Committee for guidance and feedback to determine where we should go with phase two. The way that we've looked at it now with Water's Edge is there's kind of two ways to approach it moving forward. Of course, we want to do the phase one to get that initial data. But phase two could look like, if the city wanted to continue to make investments at a higher level at Parkwood, what does that look like? For example, if you wanted to add more waterslide features and some of those things you might see at a waterpark, that could be a phase two option. If the city decided no, based on the data we'd like to explore moving forward with a new facility new location, then that would be more of your aquatics master plan. I also do want to note along the way with that process we've also included in their scope for them to take a look at our splash pads. Because we do know that those are highly used in the community and low

maintenance, we don't have to staff them. They'll be taking a look at our, currently, three splash pads. Then also recommending, if the city wanted to move forward with installing more, where would those locations be best at?

Commissioner Townsend said just so we're clear, we're not talking about having more splash pads than pools, because we have to train some Olympians from this area. Look forward to the completion of phase one and then phase two. The rate this year is still \$1 for entrance to the pool, correct? **Ms. Ferrera** said correct.

Commissioner Townsend said with respect to Boston Daniels Park—ok, a lot going on. I've been in contact with members of the Boston Daniel's family who comprise a lot of the Boston Daniels corporation. Can you talk about the impact of these changes on our budget? Because a lot of this will be privately funded, correct? **Ms. Ferrera** said we were given \$150,000 through last year's budget process. We have that funding out of the Parks and Rec budget, we will also be using some CDBG funding for this project as well. Then, there are a few community partners who have interest in also funding the project. So, it'll be a mix of a few various buckets. **Commissioner Townsend** said do we have a start date for those improvements or is that still being worked on? Oh, it says late summer, okay. 2023.

Lastly, I just wanted to recognize the mowing program and what goes on each summer. District One is challenging in the number of vacant properties and privately held properties with non-compliant problems. I want to commend, commend, commend Parks and Rec and also Public Works for when they get the call diving in to correct these eyesores to other members of the community when they see this. I can't thank them enough and just wanted to recognize them for that. Got another summer, I have to say, this job has made me a bigger fan of winter than I ever thought I would be. We've got people who do a great job, and I appreciate them and wanted to recognize them.

Also, last year, it's hard to believe it's been almost a year that the same personnel were involved in clearing the path to the Quindaro historical site from the overlook all the way to the river. It looks like a different area now. I want to thank them again for that, and for what Parks and Rec does every day. Thank you.

Chairman Bynum said Madam Clerk, are there comments received from the public on the item? **Ms. Sparks** said no comments were received and no hands are raised. **Chairman Bynum** said anyone else present on the fifth floor?

Well, I think I can speak for everyone on this committee in thanking you for what you do every day. It is amazing. There is no question of that. I stand ready to help you with any project where you think my help could be valuable. I'm sure I speak for everyone on that as well. With that, we'll thank you for your presentation. I look forward to more information from you as it comes around. You have a lot of exciting things going on. And with that, our meeting is concluded and I will take a motion to adjourn.

Action: **For information only.**

Public Agenda

No items of business.

Adjourn

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

The meeting was adjourned at 6:28 p.m.

rm

**PUBLIC WORKS AND SAFETY
STANDING COMMITTEE MINUTES
Monday, May 22, 2023**

The meeting of the Public Works and Safety Standing Committee was held on Monday, May 22, 2023, at 5:00 p.m. The following members were present: Commissioner Bynum, Chairman; Commissioners Kane, Johnson (online at 5:05 and in person at 5:20), Ramirez, BPU Board Member Groneman. Commissioner Markley was absent. The following officials were also in attendance: Monica L. Sparks, Deputy UG Clerk; Kent Anderson, Deputy Chief KCKPD; Jeff Fisher, Director of Public Works; Vince Billaci, Streets Operations Manager; Javier Segoviano, Solid Waste Manager; Jennifer Stewart, Environmental Health Manager; and Amanda Harrop, Environmental Inspection Supervisor.

Chairman Bynum said before I call our meeting to order, I want to announce that some of our committee members, our staff, and public are attending remotely by Zoom as well as some on-site and all participants that are joining electronically should mute phones and computers when you're not speaking to avoid background noise. Today is Public Works and Safety Standing Committee for May 22nd, 2023. Please make sure you announce yourself by name and title when you speak so that the public observing knows who's speaking and make sure you speak directly into a microphone so that our comments are heard and the record of the meeting is accurate. This is critical given the number of remote participants and also it's current guidance from our Kansas Attorney General.

The public is allowed to participate by Zoom or submit comments by email prior to the meeting. Those are included in the record of our meeting. The public may also indicate their intent to provide remote public comment by contacting the Clerk's Office by 5:00 p.m. the Thursday before the meeting. The public also will have an opportunity to provide brief comments either by telephone or via Zoom from the 5th Floor Conference Room of the 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 have no revisions to our agenda tonight and also no minutes to approve.

COMMITTEE AGENDA

Item No. 1 – 212439... GRANT: HEROFUND USA GRANT PROGRAM

Synopsis: Approval to apply for funding through HeroFundUSA, to provide first responders with safety equipment and resources, in the amount of \$24,000. This request requires a 50% match from the existing budget funds, submitted by Laura Cromwell, Management Analyst, Police Department.

Chairman Bynum said Item One is a grant for HeroFundUSA. It looks like Deputy Chief Kent Anderson is here to present that. Welcome.

Kent Anderson, Deputy Chief, KCKPD, that's correct. It's good to be here. Good evening, everyone. The item up for request or for approval is to apply for funding under a grant program called HeroFundUSA, which is a privately funded 501(c)3 organization and provides first responders with safety equipment and resources. We plan to request funding to purchase a drone for our Special Operations Unit. Our total cost approximately will be \$24,000 and the grant program does require a 50% match to that, but we plan to use our existing budget for the project and we won't be asking for any other additional funds from the Unified Government.

Chairman Bynum said so no additional funds, you're using existing budget dollars for the match?

Chief Anderson said that's correct. **Chairman Bynum** said okay. Questions from the committee?

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

Chairman Bynum said I have a motion and a second. Before I do that, I'll just double check with our Clerk that we don't have any comments received from the public. **Monica L. Sparks, Deputy Clerk**, said no comments were received. **Chairman Bynum** said any hands raised online? **Ms.**

Sparks said no hands raised. **Chairman Bynum** said anyone in person want to make a comment? Alright. We do have a motion and a second. So, roll call, please.

Roll call was taken and there were five “Ayes,” Groneman, Kane, Johnson, Ramirez, Bynum.

Item No. 2 – 212454... PRESENTATION: RIGHT-OF-WAY MOWING STANDARD OPERATING PROCEDURE

Synopsis: Presentation by the Public Works Department presenting Street Division Right-of-Way Mowing standard operating procedures, submitted by Jeff Fisher, Executive Director of Public Works.

Chairman Bynum said we have Public Works up next. Item number two is a presentation on right-of-way mowing and we're developing a standard operating procedure. We have our director, Jeff Fisher and Streets Operations, Vince Billaci. And I will hand it over to you. **Jeff Fisher, Director of Public Works**, said good evening. Thank you. I will just actually hand it over to Vinny and let him highlight the SOP.

Vince Billaci, Streets Operations Manager, said we're going to make this the second shortest presentation. So just to kind of recap, a few years ago we changed the way that we operated for right-of-way mowing going back to the way the ordinance states, and we've been asked to review that. Through a couple of standing committee meetings, as well as some working meetings with Commissioner Kane and Commissioner Bynum, we have created this right-of-way mowing SOP. This just outlines some of those items that we discussed in those meetings and I kind of think it makes it best for everyone involved there. I don't know if we want to go through this or if you've had a chance to review all these? **Chairman Bynum** said well, it's in the packet, but I think for the public, I would like to walk through it. Commissioner Kane? Okay.

Mr. Billaci said it basically outlines the publicly owned right-of-way, the right-of-ways that the UG either owns or is otherwise responsible for mowing. Commissioner Stites, I believe, is one that brought up some contracted mowing, so we're going to pilot some areas with that. We've outlined some of the criteria for privately owned areas. That would be areas that are creating site distance issues, steep hills, some of the undeveloped agricultural areas. Then from there, it just kind of goes through some of the scheduling and basic operations. **Mr. Fisher** said I'll just add that this will make the UG very similar to other communities in the area.

Commissioner Kane said I think it's important that the community know, and our fellow commissioners know, if there's a situation, what happened with me is we drove around the entire district and identified the areas of concern. So I think that if a commissioner has a situation where—you just talked about one before the meeting, right? That you have—if you're concerned let him know. And this follows that guideline right there and I appreciate the extra work for it.

Chairman Bynum said thank you very much. I appreciate it as well. We've had a number of meetings over the last multiple, several months, and you've been in front of us here several times. You took the concerns that we were bringing into consideration and that's appreciated in developing the standard operating procedure that I think you're going to adopt. So other commissioners, anyone online? Commissioner Johnson or BPU Board Member Groneman, any questions? **Commissioner Johnson** said no questions for Johnson. Chairman Bynum said thank you. **Mr. Groneman** said no questions from Groneman.

Chairman Bynum said thank you very much. I think it's an information item without a vote, but I think it's nice to have consensus around approval. I will ask if there were any comments received online or via email? **Ms. Sparks** said no comments received, no hands raised. **Chairman Bynum** said thank you. Anyone here in the fifth-floor conference room want to address this item? Okay, thanks very much. So, great, we're doing great. You're right, that was the second shortest.

Action: For Information Only.

Item No. 3 – 212455... PRESENTATION: SOLID WASTE ANNUAL REPORT

Synopsis: Presentation of Solid Waste Management 5-year plan, submitted by Jeff Fisher, Executive Director of Public Works.

Chairman Bynum said we'll move on to Item Three, which is the Solid Waste Annual Report. I believe we have a gentleman new to our Solid Waste division and you told me your name, and I've already forgotten it, so I'll let you come to the microphone. Make sure it's turned on. Introduce yourself, please. And then you can walk us through the Solid Waste Annual Report. What you have is an update right? To a report that needs to be filed annually. Is that correct?

Javier Segoviano, Solid Waste Manager, said yeah, that's correct. Per the state, we had to create a Solid Waste committee, which we did last month. And together with them we—or last year, the previous Solid Waste committee developed a five-year plan. Today, we're going to focus on the annual plan. So any changes, which we didn't have any changes from last year.

Overview of the SWMC

K.S.A. 65-3405 requires every county in Kansas establish a Solid Waste Management Committee.

Committee Responsibilities:

- Develop a Solid Waste Management Plan and update it every five years (2020)
- Annual review of the Solid Waste Management Plan (4-19-2023)
- Provide the County Commissioners a report containing the results of the annual plan reviews

We met with the new Solid Waste committee on May 19th. We talked about the numbers I'm about to present here in a minute.

Overview of the Solid Waste Plan Requirements Mgnt .

K.S.A. 65-3405 requires every county in Kansas develop a Solid Waste Management Plan:

- Plan for the management of all solid waste from residential, commercial, and industrial in the County.
- Provide data and projections on population, economics and environmental topics.
- Identify the solid waste facilities and services available.
- Plan for recycling, composting, source reduction, and volume-based pricing.
- Method for financing the selected system.

So this time, there were no changes. I'm going to go ahead and go with the reported data and, hopefully, we can make this shorter to then Vinny's.



Reportable Data

Residential Curbside Trash and Recycling						
	2020 Tons		2021 Tons		2022 Tons	
	Trash	Recycling	Trash	Recycling	Trash	Recycling
Kansas City & Bonner Springs	64,707	2,286	62,324	2,637	58,436.6	2,238.5
Edwardsville	927.19	165.17	811.2	158.1	738.4	176.8

Community Recycling and Yard Waste Center			
Year	Yard Waste in Tons	Mixed Recycling in approximate Yards	Glass Recycling (Ripple) in Tons
2020	227.03	300	54.88
2021	499.54	300	4.26
2022	487.87	300	8.95

Household Hazardous Waste Center		
Year	Number of HHW Events	HHW Annual Quantity in Tons
2020	0 (due to Covid)	0 (due to Covid)
2021	7	59.33
2022	7	47.02

We divided into two, Kansas City and Bonner Springs, Edwardsville does their own. So here are the tonnages for 2020, 2021, 2023. The first one that you see up on top is for the curbside and recycling. The one in the middle is for the Community Recycling and Yard Waste Center. We have yard waste on the side. We have recycling, and we have glass containers over there and there are the tonnages and the years. The one on the bottom is for the Household Hazardous Waste Center, which you can tell in 2020 we didn't have one because of COVID and then 2021 7, and 2022 7, this year it's going to be 7 too. There's a quantity in tons.



Do we have any questions?

Chairman Bynum said if you would go back one slide, to that last slide. It looks like 2022 is—
Mr. Segoviano said on which part? **Chairman Bynum** said on the yard waste in tons for the recycling center. So, oh nevermind. We're not in 2022 anymore. I was thinking that was year to date, which looks pretty good for less than halfway through the year. **Mr. Segoviano** said no. **Chairman Bynum** said just everything looks down slightly from prior years except for the COVID outlier, right? **Mr. Segoviano** said correct. **Chairman Bynum** said except glass did better in the recycling center. **Mr. Segoviano** said yeah, we definitely have room to improve.

Chairman Bynum said within the annual report, I know in the five-year report it speaks to marketing and the ways that we are going to try to encourage, particularly, recycling. In the annual report does it speak to increased marketing efforts? I know there's a page that speaks to it, but are we trying to do more? Anecdotally, it looks to me like we are. **Mr. Segoviano** said we are. For example, Sharon Cook, she is the Solid Waste Coordinator. She has been speaking with numerous schools and she gives homework to the kids, right? That way they can go home and educate their parents as well. So yeah, definitely, we're trying to do some outreach. **Mr. Fisher** said I think with the new Solid Waste Management Committee that'll be a priority in the near future.

Chairman Bynum said the Solid Waste Management committee in its current iteration will sit now for a number of years, right? **Mr. Fisher** said that's correct. **Chairman Bynum** said okay, good. Any other questions from the committee? Any comments online? **Ms. Sparks** said no comments received, no hands raised. **Chairman Bynum** said thank you very much. Is there anyone in the fifth-floor audience that wants to speak to the item?

I believe it's a presentation, but doesn't this need to go forward? **Mr. Fisher** said that's information only, this serves as the required public meeting. **Chairman Bynum** said so not necessarily a vote, just a required public meeting. Okay. Excellent. Thank you very much.

Action: For Information Only

Item No. 4 – 212464... - PRESENTATION: POOL INSPECTIONS

Synopsis: Presentation by the Environmental Inspections Program providing an update on pool inspections, submitted by Jennifer Stewart, Environmental Health Manager, and Amanda Harrop, Health Department.

Chairman Bynum said alright, one final item on our Public Works and Safety agenda. We have Item Four, a presentation on pool inspections. We have Ms. Stewart and a co-worker from the Health Department here. I'm sorry, you'll have to introduce your co-worker.

Jennifer Stewart, Environmental Health Manager, said I'm from the Health Department. Amanda Harrop, she is our Environmental Inspection Supervisor, and she is going to do the fastest presentation this evening.

Amanda Harrop, Environmental Inspection Supervisor, said we're going to do a brief rundown of the program areas that we cover in Environmental Inspections, particularly our pool and spa inspections.

E.I. Programs



School Health & Safety Inspections

Inspections for both public and private K12 schools in Wyandotte County.

5 districts – 62 schools



Aquatic Health & Safety

Operating permits and inspections for all public and semi-public (apartments, hotels, HOAs, etc.) in the county.

60 outdoor/40 indoor



Private On-Site Wastewater Management Systems (Septic)

Permits and inspections for repairs, alterations and new construction for residential and commercial properties.

Approx. 100 annually



We have three major areas that we cover in environmental inspections. The first one is school health and safety inspections, we inspect all schools K through 12 in Wyandotte County. That includes all five districts, so private Edwardsville and Bonner, Turner, Piper, and KCK. We do those once annually, so we'll do it in semester one and two. Then we have over 100 actually now, this has updated since this presentation was created. We have more pools now than what is originally quoted on there. Currently, we have 100 permitted pools, 60 of those are outdoor pools, 40 of those are indoor. Then we also cover all permits for repairs, alterations, additions, and new construction for residential commercial properties that need private on-site wastewater management systems, also known as septic systems.

Aquatic Health & Safety



Wyandotte County currently has 100 public and semi-public aquatic bodies. This includes pools, spas, spray parks and splash pads.



Aquatic numbers are on the rise for the county. 3-5 new builds in review and 5 new bodies constructed and permitted since 2020.



Environmental Inspections, as a part of the Department Review Committee review, approve all new commercial aquatic body plans for health and safety requirements at the county, state and federal level.



Like I said, Wyandotte County currently has 100 public and semi-public aquatic bodies. Semi-public refers to things like hotels, apartment complexes, HOAs, things that may have private membership, but are not exclusively to one residential home. Actually, again, this number has actually increased, so we actually have more like ten new builds at the moment that are still being reviewed, and five new bodies have been constructed and permitted since 2020. For reference, before that, we would receive one maybe every three to five years, so it has increased quite a bit. Then we partner with the DRC to review and approve all new pool construction. We review it to make sure that it meets all of our code standards and safety standards.

Aquatic Inspections

Regulatory

Re-opening inspections after closure

Pre-Opening Inspections

Major health & safety issues are closed until safe to use again.

Aquatic bodies with consistent health & safety concerns receive additional regulatory inspections (once monthly, more if needed).

National Pool & Hot Tub Alliance Standards

Pool Water Chemistry Guidelines				
	Minimum	Ideal	Maximum	Pool Type
Free Chlorine (ppm)	1.0	2.0-4.0	5.0	Pools, Waterparks
	2.0	3.0-5.0	10.0	Spa
Combined Chlorine (ppm)	0.0	0.0	0.2	Pools, Waterparks
	0.0	0.0	0.5	Spa
Total Bromine (ppm)	2.0	4.0-6.0	10.0	All
pH	7.2	7.4-7.6	7.8	All
Total Alkalinity (ppm)	60	80-120*	180	All
Total Hardness (ppm)	150	200-400	1000	Pools, Waterparks
	100	150-250	800	Spa
Cyanuric Acid (ppm)	0	30-50	local code	All
Temp (°F)	70	77-87	104	All



We have a variety of different inspection types and it depends on what that pool is needing. We have our regulatory inspections, which are just a standard inspection where we go to make sure that the pool is in compliance. Currently, what we do for that right now is our indoor pools will get one a quarter. Our outdoor pools will get a minimum of one during their opening season. Then, if we have any pools that are causing any health or safety issues that need special attention, those go into a particular list to get a little bit more attention and education. We do have a guide here just for an example of what the national water chemistry guidelines are. This is what we follow at the Health Department.

Why Aquatic Health & Safety is so important!

- Drowning is the 3rd leading cause of unintentional injury death worldwide.
- Poorly maintained pools can spread bacteria, viruses and parasites.
- Communicable diseases you can get from dirty pool water are Cryptosporidiosis, Hepatitis A, Norwalk Virus and more!






Why aquatic health and safety is so important. Drowning is the third leading cause of unintentional injury death worldwide. It can also carry bacteria, viruses, parasites, and other things that you do not want to be swimming in if the water is not properly chemically treated. I'm not going to attempt to pronounce some of those diseases on there, but these are examples of diseases that you can get from dirty pool water.

Chairman Bynum said okay, but the pool slide graphic is—**Ms. Harrop** said that is thanks to the CDC, I did not make that myself, but it's a really great example of why pool safety is so important. Does anyone have any questions?

Chairman Bynum said I do have a question, actually. On the 100 indoor plus outdoor, and the indoor, well both. is that growth you think because of the growth in the number of hotels or subdivisions that have a pool, or both? **Ms. Harrop** said a little bit of both. What I've been seeing recently are there's a lot of new apartment complexes with pools. Then, yeah, new hotels almost always have pools. It's a big draw for their industry. We haven't had anything for like new public pools that are community pools and things like that in a while, but we do get a lot of apartments, HOAs, and hotels.

Chairman Bynum said and then you do check the water at the splash parks I see. **Ms. Harrop** said I do, yeah. Anything that is basically treated water that people would be going into, some natural bodies. We'll do splash parks, we will do spas, which are hot tubs or jacuzzis, and then all pool bodies of any kind.

Chairman Bynum said okay. Questions from the committee or questions from committee members online? **Ms. Sparks** said no comments received, no hands raised.

Chairman Bynum said okay. It's a presentation only and we're grateful to have it. The pools will open for the summer, so is your work done or are you still out there trying to get all these inspections taking care of? **Ms. Harrop** said the pool inspections are continuous because we've got our indoor. So yeah, we've got a busier season in the summer. The requirement for water temperature for outdoors is 70 degrees minimum so depending on the weather, it usually starts Memorial Day weekend, but it can start closer to June. Just depends, but the permits are continuous so that the pools can open whenever it's applicable to them. **Chairman Bynum** said that item was information only. I don't know the last time we conducted a Public Works and Safety meeting in twenty minutes, but that does conclude our meeting for this evening and I will entertain a motion to adjourn

Action: For Information Only

Public Agenda

No items of business.

Adjourn

Action: Commissioner Ramirez made a motion, seconded by Commissioner Johnson, to approve. Roll call was taken and there were four “Ayes,” Groneman, Johnson, Ramirez, Bynum. Commissioner Kane was not voting.

The meeting was adjourned at 5:21 p.m.

RM



Report to

MEETING DATE	PRESENTER	DEPARTMENT
JUL 22 2024	Deasiray Bush, Program Coordinator dbush@wycokck.org x5110	Transportation
AGENDA ITEM #		
RESOLUTION: STATE AVENUE CORRIDOR IMPROVEMENT PLAN INTERLOCAL AGREEMENT WITH KANSAS CITY AREA TRANSPORTATION AUTHORITY		
BACKGROUND		
Approval of an Interlocal Cooperative Agreement with the Kansas City Area Transportation Authority for transit infrastructure improvement in the State Avenue Corridor of Wyandotte County.		
RECOMMENDATION		
Approve		
Approve the resolution		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
Local match of \$200,000 has been allocated and approved by the Board of Commisison from ARPA funding.		
IT/POLICY CONSIDERATIONS		
None		
PROCUREMENT CONSIDERATIONS		
None		
LEGAL CONSIDERATIONS		
Resolution prepared		
ATTACHMENTS		
State Ave Interlocal Agreement Reso FINAL, State Avenue Corridor Presentation (2)		

Approved by Mayor and/or Chair and Administrator to add to agenda.

[Handwritten signature] 7/11/2024
[Handwritten signature]

RESOLUTION NO. _____

WHEREAS, the Unified Government and KCATA developed a project for transit infrastructure improvements in the State Avenue Corridor of Wyandotte County, Kansas (“the Project”), and said Project was included in a grant application for federal funding through the Mid-America Regional Council (“MARC”) Transportation Improvement Plan (“TIP”) Grant for grant years 2022 through 2026.

WHEREAS, \$800,000.00 in Surface Transportation Block Grant funding has been made available to fund up to 80% of the cost of the Project;

WHEREAS, \$200,000.00 in local match has been allocated by the Unified Government for the 20% Local Funding for the Project;

WHEREAS, the Unified Government and KCATA intend to cooperate to assure maximum effectiveness of the Project;

WHEREAS, the parties have the authority to enter into an Interlocal Cooperative Agreement (“the Agreement”) pursuant to the authority set forth in K.S.A. Section 12-2901 et seq.;

WHEREAS, KCATA’s Board of Directors approved the Agreement on May 22, 2024; and

WHEREAS, upon approval of the Agreement by the Unified Government Board of Commissioners, the Unified Government will submit it to the Kansas Attorney General’s Office for approval as required by K.S.A. 12-2904(g)

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

That the Board of Commissioners hereby approves the Interlocal Cooperative Agreement between the Unified Government and the KCATA for transit infrastructure improvements in the State Avenue Corridor of Wyandotte County, Kansas and directs the County Administrator to take such other action as necessary to effectuate the intent of this resolution.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY AND KANSAS CITY, KANSAS THIS ____ DAY OF JULY, 2024.

Tyron Garner, Mayor/CEO

Attest:

Unified Government Clerk

Approved as to Form:

Unified Government

Public

Transportation



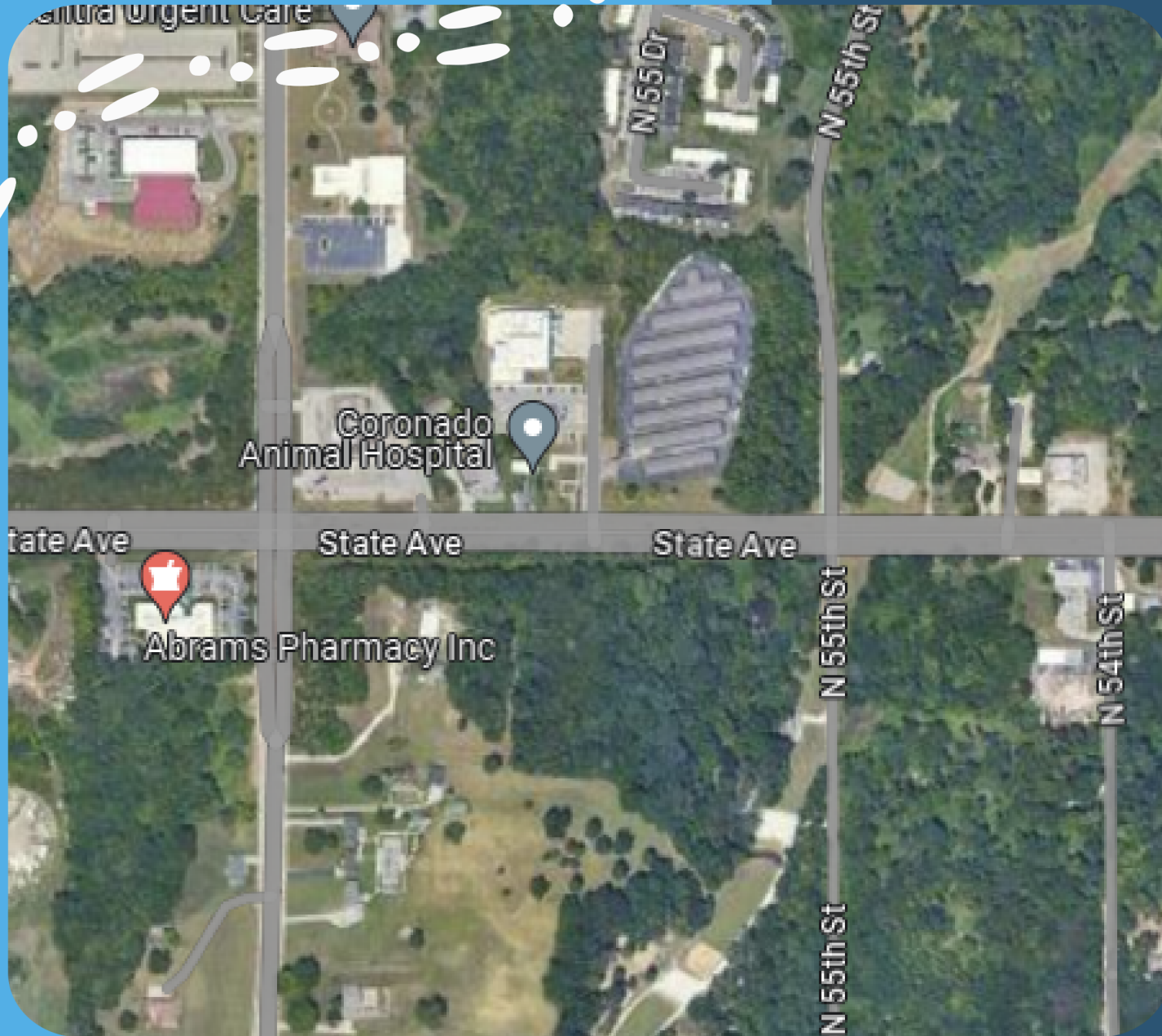
About Us



The Unified Government Transportation (UGT) offers multimodal transit services such as fixed routes, microtransit and paratransit services, and non-emergency medical transportation.

We operate under the RideKC regional brand as we collaborate and contract with the Kansas City Area Transportation Authority (KCATA) for additional services and coordinate with other regional transit providers to make the transit experience user-friendly for everyone.

Regional Transit Corridor Improvement



State Avenue Corridor Improvement

- **Funded by Surface Transportation Block Grant (STBG) program through the Transportation Improvement Plan (TIP)**
- **\$1 million dollar project**
 - **80/20 (grant/local match)**
- **Interlocal Agreement with KCATA**
- **Project seeks to improve transit access, safety, and operations on SmartMoves “Fast & Frequent” corridors**

Project Budget

Project Budget

- 80/20 (Grant/Local Match)
- Grant - \$800k
- Local Match - \$200k
 - Commission approved ARPA for local match (November 16, 2023)
- Project Total = \$1 million





RideKC BUS

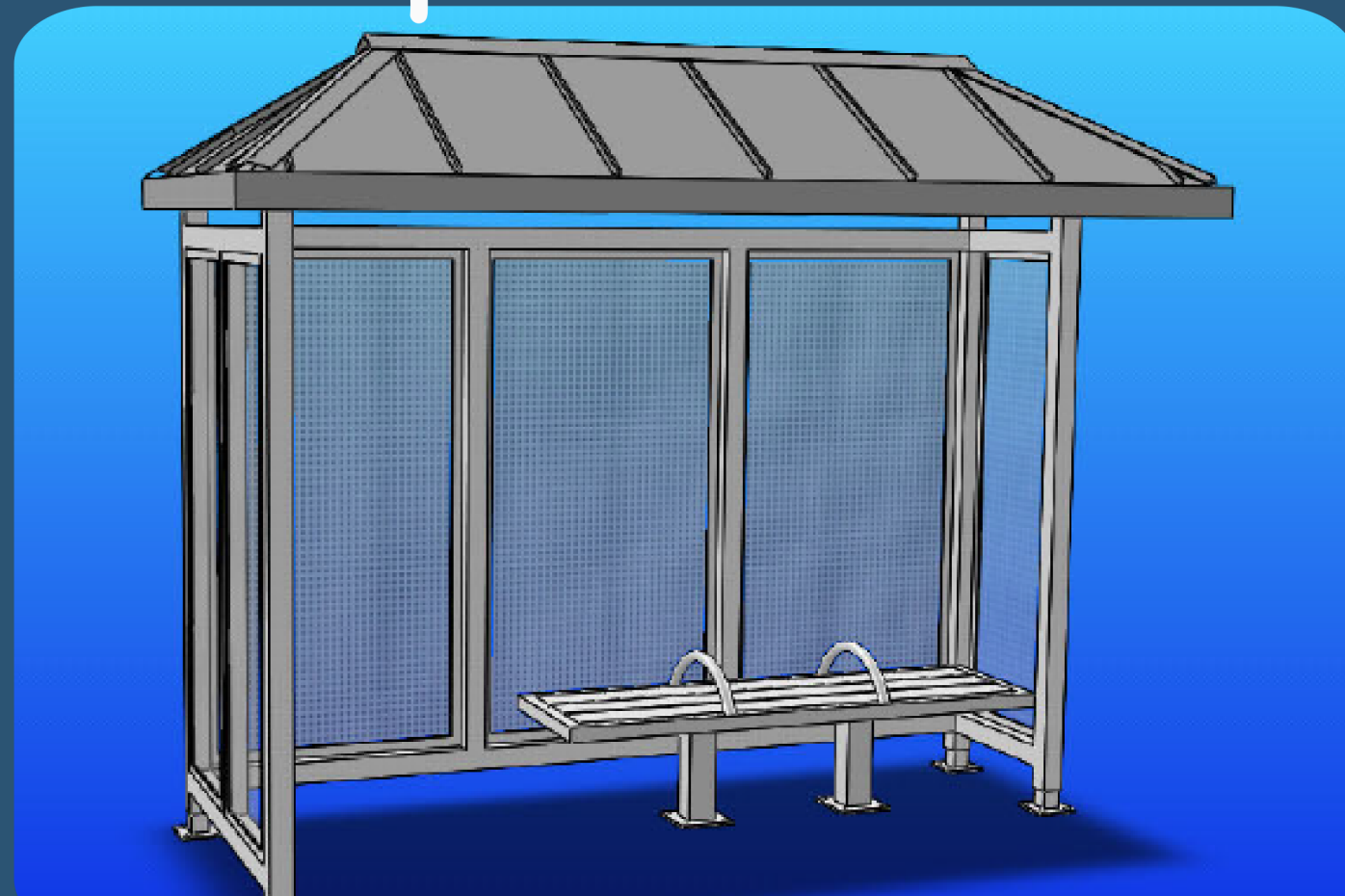
Scope of Work

- Replace dilapidated bus shelters
- Replace bus benches
- Replace or repurpose existing kiosks

- Replace and/or install new trash receptacles
- Corridor focus is 29th & State to Legends
- 20 + locations



"Improved bus shelters, where waiting becomes a pleasure." ~ UGT Team



Questions?



Unified Government Transportation Department

5033 State Avenue

Kansas City, Kansas 66102

Email: ugtransit@wycokck.org

Phone: 913-573-8351

Website:

www.wycokck.org/departments/transportation

Tracking ID: 21230



Report to

MEETING DATE	PRESENTER	DEPARTMENT
	Michael Rankin, Assistant Counsel mkrankin@wycokck.org x5085	Legal
AGENDA ITEM #		
ORDINANCE: GRANTING LEVEL 3 COMMUNICATIONS TO MAINTAIN TELECOM SYSTEMS WITHIN ROW		
BACKGROUND		
Ordinance granting Level 3 Communications, LLC and its respective companies a contract franchise to construct, operate, and maintain telecommunications systems within public right of way in the city, submitted by Michael Keath Rankin, Assistant Counsel, Legal Department.		
RECOMMENDATION		
For 7/22/24 PWS		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
No UG funds, but they will have to post their own bond of \$50,000.		
IT/POLICY CONSIDERATIONS		
N/A		
PROCUREMENT CONSIDERATIONS		
N/A		
LEGAL CONSIDERATIONS		
N/A		
ATTACHMENTS		
2593 - Kansas City KS - Telecommunications Franchise - Collective updated after discussions with UG - CL - 6-4-2024 - LVL3		

Approved by Mayor and/or Chair and Administrator to add to agenda.

[Signature] 7/10/2024

Approved: [Signature]

ORDINANCE NO. _____

AN ORDINANCE GRANTING TO LEVEL 3 COMMUNICATIONS, LLC AND ITS AFFILIATES SUBSIDIARIES, SUCCESSORS, OR ASSIGNS; Level 3 Telecom of Kansas City, LLC AND ITS AFFILIATES SUBSIDIARIES, SUCCESSORS, OR ASSIGNS; and WilTel Communications, LLC AND ITS AFFILIATES SUBSIDIARIES, SUCCESSORS, OR ASSIGNS A CONTRACT FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM WITHIN THE LIMITS OF THE CITY OF KANSAS CITY, KANSAS, PRESCRIBING THE TERMS OF SAID CONTRACT FRANCHISE.

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

SECTION 1. DEFINITIONS.

For the purposes of this Ordinance the following words and phrases shall have the meaning given herein. When not inconsistent within the context, words used in the present tense include the future tense and words in the single number include the plural number. The word “shall” is always mandatory, and not merely directory.

- a. “Access line” - shall mean and be limited to retail billed and collected residential lines; business lines; ISDN lines; PBX trunks and simulated exchange access lines provided by a central office based switching arrangement where all stations served by such simulated exchange access lines are used by a single customer of the provider of such arrangement. Access line may not be construed to include interoffice transport or other transmission media that do not terminate at an end user customer’s premises, or to permit duplicate or multiple assessment of access line rates on the provision of a single service or on the multiple communications paths derived from a billed and collected access line. Access line shall not include the following: Wireless telecommunications services, the sale or lease of unbundled loop facilities, special access services, lines providing only data services without voice services processed by a telecommunications local exchange service provider or private line service arrangements.
- b. “Access line count” - means the number of access lines serving consumers within the corporate boundaries of the City on the last day of each month.
- c. “Access line fee” - means a fee in an amount determined by the City, up to a maximum as set out in K.S.A. 12-2001(j), and amendments thereto, to be used by Grantee in calculating the amount of access line remittance.
- d. “Access line remittance” - means the amount to be paid by Grantee to City, the total of which is calculated by multiplying the access line fee, as determined by the City, by the number of access lines served by Grantee within the City for each month in that calendar quarter.
- e. “City” - means the Unified Government of Wyandotte County/Kansas City, Kansas, acting as a city within the limits of the former City of Kansas City, Kansas.

- f. “Contract Franchise” - means this Ordinance granting the right, privilege and franchise to Grantee to provide telecommunications services within the City.
- g. “Facilities” - means telephone and telecommunication lines, conduits, manholes, ducts, wires, cables, pipes, poles, towers, vaults, appliances, optic fiber, and all equipment used to provide telecommunication services.
- h. “Grantee” – means collectively, Level 3 Communications, LLC, Level 3 Telecom of Kansas City, LLC and WilTel Communications, LLC each a telecommunications local exchange service provider providing local exchange service within the City. References to Grantee shall also include as appropriate any and all its affiliates, subsidiaries, successors, or assigns.
- i. “Gross receipts” - shall mean only those receipts collected from within the corporate boundaries of the City enacting the contract franchise and which are derived from the following: (1) Recurring local exchange service for business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (2) Recurring local exchange access line services for pay phone lines provided by Grantee to all pay phone service providers; (3) Local directory assistance revenue; (4) Line status verification/ busy interrupt revenue; (5) Local operator assistance revenue; (6) Nonrecurring local exchange service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills. ; and (7) Revenue received by Grantee from resellers or others which use Grantee’s facilities. All other revenues, including, but not limited to, revenues from extended area service, the sale or lease of unbundled network elements, nonregulated services, carrier and end user access, long distance, wireless telecommunications services, lines providing only data service without voice services processed by a telecommunications local exchange service provider, private line service arrangements, internet, broadband and all other services not wholly local in nature are excluded from gross receipts. Gross receipts shall be reduced by bad debt expenses. Uncollectible and late charges shall not be included within gross receipts. If Grantee offers additional services of a wholly local nature which if in existence on or before July 1, 2002, would have been included with the definition of gross receipts, such services shall be included from the date of the offering of such services within the City.
- j. “Local exchange service” - means local switched telecommunications service within any local exchange service area approved by the state Corporation Commission, regardless of the medium by which the local telecommunications service is provided. The term local exchange service shall not include wireless communication services.
- k. “Public right-of-way” - means only the area of real property in which the City has a dedicated or acquired right-of-way interest in the real property. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways or boulevards dedicated or acquired as right-of-way. The term does not include the airwaves above a right-of-way with regard to wireless telecommunications or other non-wire telecommunications or broadcast service, easements obtained by utilities or private easements in platted subdivisions or tracts.
- l. “Telecommunication services” - means providing the means of transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received.

SECTION 2. GRANT OF CONTRACT FRANCHISE.

- a. There is hereby granted to Grantee this nonexclusive contract franchise to construct, maintain, extend and operate its facilities along, across, upon or under any public right-of-way for the purpose of supplying Telecommunication services to the consumers or recipients of such service located within the corporate boundaries of the City, for the term of this Contract Franchise, subject to the terms and conditions of this Contract Franchise.
- b. The grant of this Contract Franchise by the City shall not convey title, equitable or legal, in the Public right-of-way, and shall give only the right to occupy the Public right-of-way, for the purposes and for the period stated in this contract franchise. This Contract Franchise does not:
 - (1) Grant the right to use facilities or any other property, telecommunications related or otherwise, owned or controlled by the City or a third-party, without the consent of such party;
 - (2) Grant the authority to construct, maintain or operate any Facility or related appurtenance on property owned by the City outside of the Public right-of-way, specifically including, but not limited to, parkland property, City Hall property or public works facility property; or
 - (3) Excuse Grantee from obtaining appropriate access or attachment agreements before locating its Facilities on the facilities owned or controlled by the City or a third-party.
- c. As a condition of this grant, Grantee is required to obtain and is responsible for any necessary permit, license, certification, grant, registration or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the FCC or the Kansas Corporation Commission (KCC). Grantee shall also comply with all applicable laws, statutes and/or City regulations (including, but not limited to those relating to the construction and use of the public right-of-way or other public property).
- d. Grantee shall not provide any additional services for which a franchise is required by the City without first obtaining a separate franchise from the City or amending this Contract Franchise, and Grantee shall not knowingly allow the use of its Facilities by any third party in violation of any federal, state or local law. In particular, this Contract Franchise does not provide Grantee the right to provide cable service as a cable operator (as defined by 47 U.S.C. § 522 (5)) within the City. Grantee agrees that this Franchise does not permit it to operate an open video system without payment of fees permitted by 47 U.S.C. § 573(c)(2)(B) and without complying with FCC regulations promulgated pursuant to 47 U.S.C. § 573.
- e. This authority to occupy the public right-of-way shall be granted in a competitively neutral and nondiscriminatory basis and not in conflict with state or federal law.

SECTION 3. USE OF PUBLIC RIGHT-OF-WAY.

- a. Pursuant to K.S.A. 17-1902, and amendments thereto, and subject to the provisions of this Contract Franchise, Grantee shall have the right to construct, maintain and operate its

Facilities along, across, upon and under the Public right-of-way. Such Facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct the legal use by other utilities.

- b. Grantee's use of the Public right-of-way shall always be subject and subordinate to the reasonable public health, safety and welfare requirements and regulations of the City. The City may exercise its home rule powers in its administration and regulation related to the management of the public right-of-way; provided that any such exercise must be competitively neutral and may not be unreasonable or discriminatory. Grantee shall be subject to all applicable laws and statutes, and/or rules, regulations, policies, resolutions and ordinances adopted by the City, relating to the construction and use of the Public right-of-way, including, but not limited to the City's ordinance for managing the use and occupancy of the Public right-of-way, and amendments thereto.
- c. Grantee shall participate in the Kansas One Call utility location program.

SECTION 4. COMPENSATION TO THE CITY.

- a. In consideration of this contract franchise, Grantee agrees to remit to the City a franchise fee of 5% of Gross receipts. To determine the franchise fee, Grantee shall calculate its gross receipts and multiply such receipts by 5%. Thereafter, subject to subsection (b) hereafter, compensation for each calendar year of the remaining term of this Contract Franchise shall continue to be based on a sum equal to 5% of Gross receipts, unless the City notifies Grantee prior to ninety (90) days before the end of the calendar year that it intends to switch to an Access line franchise fee in the following calendar year, provided that such Access line fee shall not exceed the maximum Access line fee allowed by Kansas statutes. In the event the City elects to change its basis of compensation, nothing herein precludes the City from switching its basis of compensation back, provided the City notifies Grantee prior to ninety (90) days before the end of the calendar year.
- b. Every 36 months the City, subject to the public notification procedures set forth in K.S.A. 12-2001 (m), and amendments thereto, may elect to adopt an increased access line fee or gross receipts fee subject to the provisions and maximum fee limitations contained in K.S.A. 12-2001, and amendments thereto, or may choose to decline all or any portion of any increase in the access line fee.
- c. Grantee shall pay on a quarterly basis without requirement for invoice or reminder from the City, and within forty-five (45) days of the last day of the month for which the payment applies franchise fees due and payable to the City. If any franchise fee, or any portion thereof, is not postmarked or delivered on or before the due date, interest thereon shall accrue from the due date until received, at the applicable statutory interest rate.
- d. Upon written request by the City, but no more than once per quarter, Grantee shall submit a statement, executed by an authorized officer of Grantee or his or her designee, showing the manner in which the franchise fee was calculated for the period covered by the payment.
- e. No acceptance by the City of any franchise fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any franchise fee payment be construed as a release of any claim of the City. Any dispute concerning the

amount due under this Section shall be resolved in the manner set forth in K.S.A. 12-2001, and amendments thereto.

- f. The City shall have the right to examine, upon written notice to Grantee no more often than once per calendar year, those records necessary to verify the correctness of the franchise fees paid by Grantee.
- g. Unless previously paid, within sixty (60) days of the Effective Date of this Contract Franchise, Grantee shall pay to the City a one-time application fee of One Thousand (\$1,000.00). The parties agree that such fee reimburses the City for its reasonable, actual and verifiable costs of reviewing and approving this Contract Franchise.
- h. The franchise fee required herein shall be in addition to, not in lieu of, all taxes, charges, assessments, licenses, fees and impositions otherwise applicable that are or may be imposed by the City under K.S.A. 12-2001 and 17-1902, and amendments thereto. The franchise fee is compensation for use of the Public right-of-way and shall in no way be deemed a tax of any kind.
- i. Grantee shall remit an access line (franchise) fee or gross receipts (franchise) fee to the City on those access lines that have been resold to another telecommunications local exchange service provider after the Effective Date of this Ordinance as defined in Section 14, but in such case the City shall not collect a franchise fee from the reseller service provider and shall not require the reseller service provider to enter a contract franchise ordinance.
- j. The City warrants and agrees that, as of the Effective Date of this Ordinance (as defined in Section 14), Grantee does not owe any franchise fee or any other amounts to the City under any prior franchise agreement or ordinance between the City and Grantee or Grantee's predecessors-in-interest.

SECTION 5. INDEMNITY AND HOLD HARMLESS.

It shall be the responsibility of Grantee to take adequate measures to protect and defend its facilities in the Public right-of-way from harm or damage. If Grantee fails to accurately or timely locate facilities when requested, in accordance with the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 *et seq.*, it has no claim for costs or damages against the City and its authorized contractors unless such parties are responsible for the harm or damage caused by its negligence or intentional conduct. The City and its authorized contractors shall be responsible to take reasonable precautionary measures including calling for utility locations and observing marker posts when working near Grantee's Facilities.

Grantee shall indemnify and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the extent that it is found by a court of competent jurisdiction to be caused by the gross negligence of Grantee, any agent, officer, director, representative, employee, affiliate or subcontractor of Grantee, or its respective officers, agents, employees, directors or representatives, while installing, repairing or maintaining facilities in the Public right-of-way.

The indemnity provided by this Section 5 does not apply to any liability to the extent such liability results from the negligence of the City, its officers, employees, contractors or subcontractors. If Grantee and the City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of this state without, however, waiving any governmental immunity available to the City under state law and without waiving any defenses of the parties under state or federal law. This Section is solely for the benefit of the City and Grantee and does not create or grant any rights, contractual or otherwise, to any other person or entity.

Grantee or City shall promptly advise the other in writing of any known claim or demand against Grantee or the City related to or arising out of Grantee's activities in the Public right-of-way.

SECTION 6. INSURANCE REQUIREMENT AND PERFORMANCE BOND.

- a. During the term of this contract franchise, Grantee shall obtain and maintain insurance coverage at its sole expense, with financially reputable insurers that are licensed to do business in the State of Kansas. Should Grantee elect to use the services of an affiliated captive insurance company for this purpose, that company shall possess a certificate of authority from the Kansas Insurance Commissioner. Grantee shall provide not less than the following insurance:
 - (1) Workers compensation as provided for under any workers compensation or similar law in the jurisdiction where any work is performed with an employers' liability limit equal to the amount required by law.
 - (2) Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence basis and not a claims made basis, with a limit of not less than \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage liability. The City shall be included as an additional insured with respect to liability arising from Grantee's operations under this contract franchise.
- b. As an alternative to the requirements of subsection (a), Grantee may demonstrate to the satisfaction of the City that it is self-insured and as such Grantee has the ability to provide coverage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, to protect the City from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by Grantee, or alleged to so have been caused or occurred.
- c. Grantee shall, as a material condition of this contract franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a certificate of insurance or evidence of self-insurance, satisfactory in form and content to the City, evidencing that the above insurance is in force and will not be cancelled or materially changed with respect to areas and entities covered without first giving the City thirty days prior written notice.
- d. Grantee shall, as a material condition of this contract franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a performance bond in the amount of \$50,000, payable to the City to ensure the appropriate and timely performance in the construction and maintenance of facilities located in the public right-of-way. The required performance bond must be with good and sufficient

sureties, issued by a surety company authorized to transact business in the State of Kansas, and satisfactory to the Chief Counsel in form and substance.

SECTION 7. REVOCATION AND TERMINATION.

In case of failure on the part of Grantee to comply with any of the provisions of this Contract Franchise, or if Grantee should do or cause to be done any act or thing prohibited by or in violation of the terms of this Contract Franchise, Grantee shall forfeit all rights, privileges and franchise granted herein, and all such rights, privileges and franchise hereunder shall cease, terminate and become null and void, and this contract franchise shall be deemed revoked or terminated, provided that said revocation or termination shall not take effect until the City has completed the following procedures:

- A. Before the City proceeds to revoke and terminate this Contract Franchise, it shall first serve a written notice upon Grantee, setting forth in detail the neglect or failure complained of, and Grantee shall have sixty (60) days thereafter in which to comply with the conditions and requirements of this Contract Franchise.
- B. If at the end of such sixty (60) day period the City deems that the conditions have not been complied with, the City shall take action to revoke and terminate this Contract Franchise by an affirmative vote of the Board of Commissioners present at the meeting and voting, setting out the grounds upon which this Contract Franchise is to be revoked and terminated; provided, to afford Grantee due process, Grantee shall first be provided reasonable notice of the date, time and location of the Board of Commissioners' consideration, and shall have the right to address the Board of Commissioners regarding such matter. Furthermore, if the nature of the default is such that it cannot be reasonably cured within the above said sixty (60) day period, but in good faith Grantee has timely commenced its cure and is diligently prosecuting the completion of the same, Grantee shall be given a commercially reasonable additional period of time to complete its cure.
- C. Upon any determination by the Board of Commissioners to revoke and terminate this Contract Franchise, Grantee shall have thirty (30) days to appeal such decision to the District Court of Wyandotte County, Kansas. This Contract Franchise shall be deemed revoked and terminated at the end of this thirty (30) day period, unless Grantee has instituted such an appeal. If Grantee does timely institute such an appeal, such revocation and termination shall remain pending and subject to the court's final judgment. Provided, however, that the failure of Grantee to comply with any of the provisions of this Contract Franchise or the doing or causing to be done by Grantee of anything prohibited by or in violation of the terms of this Contract Franchise shall not be a ground for the revocation or termination thereof when such act or omission on the part of Grantee is due to any cause or delay beyond the control of Grantee or to bona fide legal proceedings.
- D. Nothing herein shall prevent either party from invoking any other remedy that may otherwise exist at law.

SECTION 8. RESERVATION OF RIGHTS.

- a. The City specifically reserves its right and authority as a customer of Grantee and as a public entity with responsibilities towards its citizens, to participate to the full extent allowed by law in proceedings concerning Grantee's rates and services to ensure the

rendering of efficient telecommunications service and any other services at reasonable rates, and the maintenance of Grantee's property in good repair.

- b. In granting its consent hereunder, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, its Home Rule powers under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.
- c. In granting its consent hereunder, Grantee does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, or under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.
- d. In entering into this Contract Franchise, neither the City's nor Grantee's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the Contract Franchise, neither the City nor Grantee waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or Grantee may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances and/or rulings.

SECTION 9. FAILURE TO ENFORCE.

The failure of either the City or the Grantee to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Contract Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the City or the Grantee unless said waiver or relinquishment is in writing and signed by both the City and the Grantee.

SECTION 10. TERM AND TERMINATION DATE.

- a. This contract franchise shall be effective for a term beginning on the Effective Date, and ending on that date which is ten (10) years thereafter. Thereafter, this Contract Franchise will automatically renew for up to five (5) additional two (2) year terms, unless either party notifies the other party of its intent to terminate or renegotiate the Contract Franchise at least one hundred eighty (180) days before the termination of the then current term. The additional term shall be deemed a continuation of this Contract Franchise and not as a new franchise or amendment.
- b. Upon written request of either the City or Grantee, this Contract Franchise shall be renegotiated at any time in accordance with the requirements of state law upon any of the following events: changes in federal, state, or local laws, regulations, or orders that materially affect any rights or obligations of either the City or Grantee, including but not limited to the scope of the Contract Franchise granted to Grantee or the compensation to be received by the City hereunder.
- c. If any clause, sentence, section, or provision of K.S.A. 12-2001, and amendments thereto, shall be held to be invalid by a court or administrative agency of competent jurisdiction, provided such order is not stayed, either the City or Grantee may elect to terminate the

entire Contract Franchise. In the event of such invalidity, if Grantee is required by law to enter into a Contract Franchise with the City, the parties agree to act in good faith in promptly negotiating a new Contract Franchise.

- d. Amendments under this Section, if any, shall be made by contract franchise ordinance as prescribed by statute. This Contract Franchise shall remain in effect according to its terms, pending completion of any review or renegotiation provided by this Section.
- e. In the event the parties are actively negotiating in good faith a new contract franchise ordinance or an amendment to this Contract Franchise upon the termination date of this Contract Franchise, the parties by written mutual agreement may extend the termination date of this Contract Franchise to allow for further negotiations. Such extension period shall be deemed a continuation of this Contract Franchise and not as a new contract franchise ordinance or amendment.

SECTION 11. POINT OF CONTACT AND NOTICES

Emergency notice by the City to Grantee may be made by telephone to the Lumen Network Operations Center at (877) 453-8353. Emergency notice by Grantee to the City may be made by telephone to the Unified Government Clerk or the Public Works Director. All other notices between the parties shall be in writing and shall be made by personal delivery, or by depositing such notice in the U.S. Mail, Certified Mail, return receipt requested. Any notice served by U.S. Mail or Certified Mail, return receipt requested, shall be deemed delivered five (5) calendar days after the date of such deposit in the U.S. Mail unless otherwise provided. "Business day" for purposes of this Section shall mean Monday through Friday, City and/or Grantee observed holidays excepted.

The City:

Unified Government of
Wyandotte County/Kansas City,
Kansas
701 N. 7th Street
Kansas City, KS 66101
Attn: Unified Government Clerk

Grantee:

Level 3 Communications, LLC
931 14th Street
Denver, CO 80202
Attn: NIS/ROW Manager

Level 3 Telecom of Kansas City, LLC
931 14th Street
Denver, CO 80202
Attn: NIS/ROW Manager

WilTel Communications, LLC
931 14th Street
Denver, CO 80202
Attn: NIS/ROW Manager

or to replacement addresses that may be later designated in writing.

SECTION 12. TRANSFER AND ASSIGNMENT.

This Contract Franchise is granted solely to the Grantee and shall not be transferred or assigned without the prior written approval of the City, which shall not be unreasonably withheld,

conditioned or delayed; provided that such transfer or assignment may occur without written consent of the City to a wholly owned parent or subsidiary, or between wholly owned subsidiaries, or to any entity controlling, controlled by or under common control with Grantee. The parties acknowledge that said City consent shall only be with regard to the transfer or assignment of this Contract Franchise, and that, in accordance with Kansas Statute, the City does not have the authority to require City approval of transfers of ownership or control of the business or assets of Grantee. In the event of any transfer or assignment of either this Contract Franchise or Grantee's business or assets, Grantee shall timely notify the City of the successor entity; provide a point of contact for the successor entity; and advise the City of the effective date of the transfer or assignment. Additionally, Grantee's obligations under this Contract Franchise with regard to indemnity, bonding, and insurance shall continue until the transferee or assignee has taken the appropriate measures necessary to assume and replace the same, the intent being that there shall be no lapse in any coverage as a result of the transfer or assignment. In the event an entity acquires substantially all of the assets of Grantee, said successor entity shall be allowed to operate under this Contract Franchise for up to one hundred eighty (180) days from the date of transfer; provided, within thirty (30) days from the date of transfer said successor entity makes application with the City for either a new ordinance or the transfer of this Contract Franchise and provides the City with written evidence satisfying the obligations under this Contract Franchise with regard to indemnity, bonding, and insurance.

SECTION 13. CONFIDENTIALITY.

Information provided to the City under K.S.A. 12-2001 shall be governed by confidentiality procedures in compliance with K.S.A. 45-215, 60-432, and 66-1220a, *et seq.*, and amendments thereto. Grantee agrees to indemnify and hold the City harmless from any and all penalties or costs, including reasonable and documented attorney's fees, arising from the actions of Grantee, or of the City at the written request of Grantee, in seeking to safeguard the confidentiality of information provided by Grantee to the City under this Contract Franchise.

SECTION 14. ACCEPTANCE OF TERMS.

Grantee shall have sixty (60) days after the final passage and approval of this Contract Franchise to file with the Unified Government Clerk its acceptance in writing of the provisions, terms and conditions of this Contract Franchise, which acceptance shall be duly acknowledged before some officer authorized by law to administer oaths; and when so accepted, this Contract Franchise and acceptance shall constitute a contract between the City and Grantee subject to the provisions of the laws of the State of Kansas, and such contract shall be deemed effective on the later of the date Grantee files acceptance with the City or publication of this Contract Franchise in accordance with applicable Laws (the "Effective Date"). This Contract Franchise sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter, including but not limited to City Ordinance No. 0-32-99 (1999).

SECTION 15. PAYMENT OF PUBLICATION COSTS.

In accordance with Kansas statute, Grantee shall be responsible for payment of all costs and expense of publishing this Contract Franchise, and any amendments thereof.

SECTION 16. SEVERABILITY.

If any clause, sentence, or section of this Contract Franchise, or any portion thereof, shall be held

to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared invalid; provided, however, the City or Grantee may elect to declare the entire Contract Franchise invalidated if the portion declared invalid is, in the judgment of the City or Grantee, an essential part of the Contract Franchise.

SECTION 17. FORCE MAJEURE.

Each and every provision hereof shall be reasonably subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond Grantee's or the City's control.

SECTION 18. PUBLICATION.

The City Clerk is hereby directed to publish this Ordinance once in the, The Wyandotte County *Echo*, the official Unified Government newspaper.

**PASSED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS,
THIS ____ DAY OF ____ 24.**

Tyrone Garner, Mayor/CEO

ATTEST:

APPROVED AS TO FORM:

Unified Government Clerk

Assistant Counsel

Tracking ID: 21234



Report to

MEETING DATE	PRESENTER	DEPARTMENT
	Michael Rankin, Assistant Counsel mkrankin@wycokck.org x5085	Legal
AGENDA ITEM #		
ORDINANCE: GRANTING CENTURYLINK COMMUNICATIONS TO MAINTAIN TELECOM SYSTEMS WITHIN ROW		
BACKGROUND		
Ordinance granting Centurylink Communications, LLC and its respective companies a contract franchise to construct, operate, and maintain telecommunications systems within public right of way in the city, submitted by Michael Keath Rankin, Assistant Counsel, Legal Department.		
RECOMMENDATION		
For 7/22/24 PWS		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
No UG funds, but they will have to post their own bond of \$50,000.		
IT/POLICY CONSIDERATIONS		
N/A		
PROCUREMENT CONSIDERATIONS		
N/A		
LEGAL CONSIDERATIONS		
N/A		
ATTACHMENTS		
Kansas City KS -Telecommunications Franchise - Collective updated after discussions with UG - CL - 6-4-2024 - CTL		

Approved by Mayor and/or Chair and Administrator to add to agenda.

[Signature] 7/10/2024

Approved: *[Signature]*

ORDINANCE NO. _____

AN ORDINANCE GRANTING TO CENTURYLINK COMMUNICATIONS, LLC AND ITS AFFILIATES SUBSIDIARIES, SUCCESSORS, OR ASSIGNS A CONTRACT FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM WITHIN THE LIMITS OF THE CITY OF KANSAS CITY, KANSAS, PRESCRIBING THE TERMS OF SAID CONTRACT FRANCHISE.

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

SECTION 1. DEFINITIONS.

For the purposes of this Ordinance the following words and phrases shall have the meaning given herein. When not inconsistent within the context, words used in the present tense include the future tense and words in the single number include the plural number. The word “shall” is always mandatory, and not merely directory.

- a. “Access line” - shall mean and be limited to retail billed and collected residential lines; business lines; ISDN lines; PBX trunks and simulated exchange access lines provided by a central office based switching arrangement where all stations served by such simulated exchange access lines are used by a single customer of the provider of such arrangement. Access line may not be construed to include interoffice transport or other transmission media that do not terminate at an end user customer’s premises, or to permit duplicate or multiple assessment of access line rates on the provision of a single service or on the multiple communications paths derived from a billed and collected access line. Access line shall not include the following: Wireless telecommunications services, the sale or lease of unbundled loop facilities, special access services, lines providing only data services without voice services processed by a telecommunications local exchange service provider or private line service arrangements.
- b. “Access line count” - means the number of access lines serving consumers within the corporate boundaries of the City on the last day of each month.
- c. “Access line fee” - means a fee in an amount determined by the City, up to a maximum as set out in K.S.A. 12-2001(j), and amendments thereto, to be used by Grantee in calculating the amount of access line remittance.
- d. “Access line remittance” - means the amount to be paid by Grantee to City, the total of which is calculated by multiplying the access line fee, as determined by the City, by the number of access lines served by Grantee within the City for each month in that calendar quarter.
- e. “City” - means the Unified Government of Wyandotte County/Kansas City, Kansas, acting as a city within the limits of the former City of Kansas City, Kansas.
- f. “Contract Franchise” - means this Ordinance granting the right, privilege and franchise to Grantee to provide telecommunications services within the City.

- g. “Facilities” - means telephone and telecommunication lines, conduits, manholes, ducts, wires, cables, pipes, poles, towers, vaults, appliances, optic fiber, and all equipment used to provide telecommunication services.
- h. “Grantee” – means CenturyLink Communications, LLC, a telecommunications local exchange service provider providing local exchange service within the City. References to Grantee shall also include as appropriate any and all its affiliates, subsidiaries, successors, or assigns.
- i. “Gross receipts” - shall mean only those receipts collected from within the corporate boundaries of the City enacting the contract franchise and which are derived from the following: (1) Recurring local exchange service for business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (2) Recurring local exchange access line services for pay phone lines provided by Grantee to all pay phone service providers; (3) Local directory assistance revenue; (4) Line status verification/ busy interrupt revenue; (5) Local operator assistance revenue; (6) Nonrecurring local exchange service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills. ; and (7) Revenue received by Grantee from resellers or others which use Grantee’s facilities. All other revenues, including, but not limited to, revenues from extended area service, the sale or lease of unbundled network elements, nonregulated services, carrier and end user access, long distance, wireless telecommunications services, lines providing only data service without voice services processed by a telecommunications local exchange service provider, private line service arrangements, internet, broadband and all other services not wholly local in nature are excluded from gross receipts. Gross receipts shall be reduced by bad debt expenses. Uncollectible and late charges shall not be included within gross receipts. If Grantee offers additional services of a wholly local nature which if in existence on or before July 1, 2002, would have been included with the definition of gross receipts, such services shall be included from the date of the offering of such services within the City.
- j. “Local exchange service” - means local switched telecommunications service within any local exchange service area approved by the state Corporation Commission, regardless of the medium by which the local telecommunications service is provided. The term local exchange service shall not include wireless communication services.
- k. “Public right-of-way” - means only the area of real property in which the City has a dedicated or acquired right-of-way interest in the real property. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways or boulevards dedicated or acquired as right-of-way. The term does not include the airwaves above a right-of-way with regard to wireless telecommunications or other non-wire telecommunications or broadcast service, easements obtained by utilities or private easements in platted subdivisions or tracts.
- l. “Telecommunication services” - means providing the means of transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received.

SECTION 2. GRANT OF CONTRACT FRANCHISE.

- a. There is hereby granted to Grantee this nonexclusive contract franchise to construct,

maintain, extend and operate its facilities along, across, upon or under any public right-of-way for the purpose of supplying Telecommunication services to the consumers or recipients of such service located within the corporate boundaries of the City, for the term of this Contract Franchise, subject to the terms and conditions of this Contract Franchise.

- b. The grant of this Contract Franchise by the City shall not convey title, equitable or legal, in the Public right-of-way, and shall give only the right to occupy the Public right-of-way, for the purposes and for the period stated in this contract franchise. This Contract Franchise does not:
 - (1) Grant the right to use facilities or any other property, telecommunications related or otherwise, owned or controlled by the City or a third-party, without the consent of such party;
 - (2) Grant the authority to construct, maintain or operate any Facility or related appurtenance on property owned by the City outside of the Public right-of-way, specifically including, but not limited to, parkland property, City Hall property or public works facility property; or
 - (3) Excuse Grantee from obtaining appropriate access or attachment agreements before locating its Facilities on the facilities owned or controlled by the City or a third-party.
- c. As a condition of this grant, Grantee is required to obtain and is responsible for any necessary permit, license, certification, grant, registration or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the FCC or the Kansas Corporation Commission (KCC). Grantee shall also comply with all applicable laws, statutes and/or City regulations (including, but not limited to those relating to the construction and use of the public right-of-way or other public property).
- d. Grantee shall not provide any additional services for which a franchise is required by the City without first obtaining a separate franchise from the City or amending this Contract Franchise, and Grantee shall not knowingly allow the use of its Facilities by any third party in violation of any federal, state or local law. In particular, this Contract Franchise does not provide Grantee the right to provide cable service as a cable operator (as defined by 47 U.S.C. § 522 (5)) within the City. Grantee agrees that this Franchise does not permit it to operate an open video system without payment of fees permitted by 47 U.S.C. § 573(c)(2)(B) and without complying with FCC regulations promulgated pursuant to 47 U.S.C. § 573.
- e. This authority to occupy the public right-of-way shall be granted in a competitively neutral and nondiscriminatory basis and not in conflict with state or federal law.

SECTION 3. USE OF PUBLIC RIGHT-OF-WAY.

- a. Pursuant to K.S.A. 17-1902, and amendments thereto, and subject to the provisions of this Contract Franchise, Grantee shall have the right to construct, maintain and operate its Facilities along, across, upon and under the Public right-of-way. Such Facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct the legal use by other utilities.

- b. Grantee's use of the Public right-of-way shall always be subject and subordinate to the reasonable public health, safety and welfare requirements and regulations of the City. The City may exercise its home rule powers in its administration and regulation related to the management of the public right-of-way; provided that any such exercise must be competitively neutral and may not be unreasonable or discriminatory. Grantee shall be subject to all applicable laws and statutes, and/or rules, regulations, policies, resolutions and ordinances adopted by the City, relating to the construction and use of the Public right-of-way, including, but not limited to the City's ordinance for managing the use and occupancy of the Public right-of-way, and amendments thereto.
- c. Grantee shall participate in the Kansas One Call utility location program.

SECTION 4. COMPENSATION TO THE CITY.

- a. In consideration of this contract franchise, Grantee agrees to remit to the City a franchise fee of 5% of Gross receipts. To determine the franchise fee, Grantee shall calculate its gross receipts and multiply such receipts by 5%. Thereafter, subject to subsection (b) hereafter, compensation for each calendar year of the remaining term of this Contract Franchise shall continue to be based on a sum equal to 5% of Gross receipts, unless the City notifies Grantee prior to ninety (90) days before the end of the calendar year that it intends to switch to an Access line franchise fee in the following calendar year, provided that such Access line fee shall not exceed the maximum Access line fee allowed by Kansas statutes. In the event the City elects to change its basis of compensation, nothing herein precludes the City from switching its basis of compensation back, provided the City notifies Grantee prior to ninety (90) days before the end of the calendar year.
- b. Every 36 months the City, subject to the public notification procedures set forth in K.S.A. 12-2001 (m), and amendments thereto, may elect to adopt an increased access line fee or gross receipts fee subject to the provisions and maximum fee limitations contained in K.S.A. 12-2001, and amendments thereto, or may choose to decline all or any portion of any increase in the access line fee.
- c. Grantee shall pay on a quarterly basis without requirement for invoice or reminder from the City, and within forty-five (45) days of the last day of the month for which the payment applies franchise fees due and payable to the City. If any franchise fee, or any portion thereof, is not postmarked or delivered on or before the due date, interest thereon shall accrue from the due date until received, at the applicable statutory interest rate.
- d. Upon written request by the City, but no more than once per quarter, Grantee shall submit a statement, executed by an authorized officer of Grantee or his or her designee, showing the manner in which the franchise fee was calculated for the period covered by the payment.
- e. No acceptance by the City of any franchise fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any franchise fee payment be construed as a release of any claim of the City. Any dispute concerning the amount due under this Section shall be resolved in the manner set forth in K.S.A. 12-2001, and amendments thereto.

- f. The City shall have the right to examine, upon written notice to Grantee no more often than once per calendar year, those records necessary to verify the correctness of the franchise fees paid by Grantee.
- g. Unless previously paid, within sixty (60) days of the Effective Date of this Contract Franchise, Grantee shall pay to the City a one-time application fee of One Thousand (\$1,000.00). The parties agree that such fee reimburses the City for its reasonable, actual and verifiable costs of reviewing and approving this Contract Franchise.
- h. The franchise fee required herein shall be in addition to, not in lieu of, all taxes, charges, assessments, licenses, fees and impositions otherwise applicable that are or may be imposed by the City under K.S.A. 12-2001 and 17-1902, and amendments thereto. The franchise fee is compensation for use of the Public right-of-way and shall in no way be deemed a tax of any kind.
- i. Grantee shall remit an access line (franchise) fee or gross receipts (franchise) fee to the City on those access lines that have been resold to another telecommunications local exchange service provider after the Effective Date of this Ordinance as defined in Section 14, but in such case the City shall not collect a franchise fee from the reseller service provider and shall not require the reseller service provider to enter a contract franchise ordinance.
- j. The City warrants and agrees that, as of the Effective Date of this Ordinance (as defined in Section 14), Grantee does not owe any franchise fee or any other amounts to the City under any prior franchise agreement or ordinance between the City and Grantee or Grantee's predecessors-in-interest.

SECTION 5. INDEMNITY AND HOLD HARMLESS.

It shall be the responsibility of Grantee to take adequate measures to protect and defend its facilities in the Public right-of-way from harm or damage. If Grantee fails to accurately or timely locate facilities when requested, in accordance with the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 *et seq.*, it has no claim for costs or damages against the City and its authorized contractors unless such parties are responsible for the harm or damage caused by its negligence or intentional conduct. The City and its authorized contractors shall be responsible to take reasonable precautionary measures including calling for utility locations and observing marker posts when working near Grantee's Facilities.

Grantee shall indemnify and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the extent that it is found by a court of competent jurisdiction to be caused by the gross negligence of Grantee, any agent, officer, director, representative, employee, affiliate or subcontractor of Grantee, or its respective officers, agents, employees, directors or representatives, while installing, repairing or maintaining facilities in the Public right-of-way.

The indemnity provided by this Section 5 does not apply to any liability to the extent such liability results from the negligence of the City, its officers, employees, contractors or subcontractors. If Grantee and the City are found jointly liable by a court of competent

jurisdiction, liability shall be apportioned comparatively in accordance with the laws of this state without, however, waiving any governmental immunity available to the City under state law and without waiving any defenses of the parties under state or federal law. This Section is solely for the benefit of the City and Grantee and does not create or grant any rights, contractual or otherwise, to any other person or entity.

Grantee or City shall promptly advise the other in writing of any known claim or demand against Grantee or the City related to or arising out of Grantee's activities in the Public right-of-way.

SECTION 6. INSURANCE REQUIREMENT AND PERFORMANCE BOND.

- a. During the term of this contract franchise, Grantee shall obtain and maintain insurance coverage at its sole expense, with financially reputable insurers that are licensed to do business in the State of Kansas. Should Grantee elect to use the services of an affiliated captive insurance company for this purpose, that company shall possess a certificate of authority from the Kansas Insurance Commissioner. Grantee shall provide not less than the following insurance:
 - (1) Workers compensation as provided for under any workers compensation or similar law in the jurisdiction where any work is performed with an employers' liability limit equal to the amount required by law.
 - (2) Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence basis and not a claims made basis, with a limit of not less than \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage liability. The City shall be included as an additional insured with respect to liability arising from Grantee's operations under this contract franchise.
- b. As an alternative to the requirements of subsection (a), Grantee may demonstrate to the satisfaction of the City that it is self-insured and as such Grantee has the ability to provide coverage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, to protect the City from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by Grantee, or alleged to so have been caused or occurred.
- c. Grantee shall, as a material condition of this contract franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a certificate of insurance or evidence of self-insurance, satisfactory in form and content to the City, evidencing that the above insurance is in force and will not be cancelled or materially changed with respect to areas and entities covered without first giving the City thirty days prior written notice.
- d. Grantee shall, as a material condition of this contract franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a performance bond in the amount of \$50,000, payable to the City to ensure the appropriate and timely performance in the construction and maintenance of facilities located in the public right-of-way. The required performance bond must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Kansas, and satisfactory to the Chief Counsel in form and substance.

SECTION 7. REVOCATION AND TERMINATION.

In case of failure on the part of Grantee to comply with any of the provisions of this Contract Franchise, or if Grantee should do or cause to be done any act or thing prohibited by or in violation of the terms of this Contract Franchise, Grantee shall forfeit all rights, privileges and franchise granted herein, and all such rights, privileges and franchise hereunder shall cease, terminate and become null and void, and this contract franchise shall be deemed revoked or terminated, provided that said revocation or termination shall not take effect until the City has completed the following procedures:

- A. Before the City proceeds to revoke and terminate this Contract Franchise, it shall first serve a written notice upon Grantee, setting forth in detail the neglect or failure complained of, and Grantee shall have sixty (60) days thereafter in which to comply with the conditions and requirements of this Contract Franchise.
- B. If at the end of such sixty (60) day period the City deems that the conditions have not been complied with, the City shall take action to revoke and terminate this Contract Franchise by an affirmative vote of the Board of Commissioners present at the meeting and voting, setting out the grounds upon which this Contract Franchise is to be revoked and terminated; provided, to afford Grantee due process, Grantee shall first be provided reasonable notice of the date, time and location of the Board of Commissioners' consideration, and shall have the right to address the Board of Commissioners regarding such matter. Furthermore, if the nature of the default is such that it cannot be reasonably cured within the above said sixty (60) day period, but in good faith Grantee has timely commenced its cure and is diligently prosecuting the completion of the same, Grantee shall be given a commercially reasonable additional period of time to complete its cure.
- C. Upon any determination by the Board of Commissioners to revoke and terminate this Contract Franchise, Grantee shall have thirty (30) days to appeal such decision to the District Court of Wyandotte County, Kansas. This Contract Franchise shall be deemed revoked and terminated at the end of this thirty (30) day period, unless Grantee has instituted such an appeal. If Grantee does timely institute such an appeal, such revocation and termination shall remain pending and subject to the court's final judgment. Provided, however, that the failure of Grantee to comply with any of the provisions of this Contract Franchise or the doing or causing to be done by Grantee of anything prohibited by or in violation of the terms of this Contract Franchise shall not be a ground for the revocation or termination thereof when such act or omission on the part of Grantee is due to any cause or delay beyond the control of Grantee or to bona fide legal proceedings.
- D. Nothing herein shall prevent either party from invoking any other remedy that may otherwise exist at law.

SECTION 8. RESERVATION OF RIGHTS.

- a. The City specifically reserves its right and authority as a customer of Grantee and as a public entity with responsibilities towards its citizens, to participate to the full extent allowed by law in proceedings concerning Grantee's rates and services to ensure the rendering of efficient telecommunications service and any other services at reasonable rates, and the maintenance of Grantee's property in good repair.

- b. In granting its consent hereunder, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, its Home Rule powers under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.
- c. In granting its consent hereunder, Grantee does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, or under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.
- d. In entering into this Contract Franchise, neither the City's nor Grantee's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the Contract Franchise, neither the City nor Grantee waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or Grantee may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances and/or rulings.

SECTION 9. FAILURE TO ENFORCE.

The failure of either the City or the Grantee to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Contract Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the City or the Grantee unless said waiver or relinquishment is in writing and signed by both the City and the Grantee.

SECTION 10. TERM AND TERMINATION DATE.

- a. This contract franchise shall be effective for a term beginning on the Effective Date, and ending on that date which is ten (10) years thereafter. Thereafter, this Contract Franchise will automatically renew for up to five (5) additional two (2) year terms, unless either party notifies the other party of its intent to terminate or renegotiate the Contract Franchise at least one hundred eighty (180) days before the termination of the then current term. The additional term shall be deemed a continuation of this Contract Franchise and not as a new franchise or amendment.
- b. Upon written request of either the City or Grantee, this Contract Franchise shall be renegotiated at any time in accordance with the requirements of state law upon any of the following events: changes in federal, state, or local laws, regulations, or orders that materially affect any rights or obligations of either the City or Grantee, including but not limited to the scope of the Contract Franchise granted to Grantee or the compensation to be received by the City hereunder.
- c. If any clause, sentence, section, or provision of K.S.A. 12-2001, and amendments thereto, shall be held to be invalid by a court or administrative agency of competent jurisdiction, provided such order is not stayed, either the City or Grantee may elect to terminate the entire Contract Franchise. In the event of such invalidity, if Grantee is required by law to enter into a Contract Franchise with the City, the parties agree to act in good faith in promptly negotiating a new Contract Franchise.

- d. Amendments under this Section, if any, shall be made by contract franchise ordinance as prescribed by statute. This Contract Franchise shall remain in effect according to its terms, pending completion of any review or renegotiation provided by this Section.
- e. In the event the parties are actively negotiating in good faith a new contract franchise ordinance or an amendment to this Contract Franchise upon the termination date of this Contract Franchise, the parties by written mutual agreement may extend the termination date of this Contract Franchise to allow for further negotiations. Such extension period shall be deemed a continuation of this Contract Franchise and not as a new contract franchise ordinance or amendment.

SECTION 11. POINT OF CONTACT AND NOTICES

Emergency notice by the City to Grantee may be made by telephone to the Lumen Network Operations Center at (877) 453-8353. Emergency notice by Grantee to the City may be made by telephone to the Unified Government Clerk or the Public Works Director. All other notices between the parties shall be in writing and shall be made by personal delivery, or by depositing such notice in the U.S. Mail, Certified Mail, return receipt requested. Any notice served by U.S. Mail or Certified Mail, return receipt requested, shall be deemed delivered five (5) calendar days after the date of such deposit in the U.S. Mail unless otherwise provided. "Business day" for purposes of this Section shall mean Monday through Friday, City and/or Grantee observed holidays excepted.

The City:

Unified Government of
Wyandotte County/Kansas City,
Kansas
701 N. 7th Street
Kansas City, KS 66101
Attn: Unified Government Clerk

Grantee:

CenturyLink Communications, LLC
931 14th Street
Denver, CO 80202
Attn: NIS/ROW Manager

or to replacement addresses that may be later designated in writing.

SECTION 12. TRANSFER AND ASSIGNMENT.

This Contract Franchise is granted solely to the Grantee and shall not be transferred or assigned without the prior written approval of the City, which shall not be unreasonably withheld, conditioned or delayed; provided that such transfer or assignment may occur without written consent of the City to a wholly owned parent or subsidiary, or between wholly owned subsidiaries, or to any entity controlling, controlled by or under common control with Grantee. The parties acknowledge that said City consent shall only be with regard to the transfer or assignment of this Contract Franchise, and that, in accordance with Kansas Statute, the City does not have the authority to require City approval of transfers of ownership or control of the business or assets of Grantee. In the event of any transfer or assignment of either this Contract Franchise or Grantee's business or assets, Grantee shall timely notify the City of the successor entity; provide a point of contact for the successor entity; and advise the City of the effective date of the transfer or assignment. Additionally, Grantee's obligations under this Contract Franchise with regard to indemnity, bonding, and insurance shall continue until the transferee or assignee has

taken the appropriate measures necessary to assume and replace the same, the intent being that there shall be no lapse in any coverage as a result of the transfer or assignment. In the event an entity acquires substantially all of the assets of Grantee, said successor entity shall be allowed to operate under this Contract Franchise for up to one hundred eighty (180) days from the date of transfer; provided, within thirty (30) days from the date of transfer said successor entity makes application with the City for either a new ordinance or the transfer of this Contract Franchise and provides the City with written evidence satisfying the obligations under this Contract Franchise with regard to indemnity, bonding, and insurance.

SECTION 13. CONFIDENTIALITY.

Information provided to the City under K.S.A. 12-2001 shall be governed by confidentiality procedures in compliance with K.S.A. 45-215, 60-432, and 66-1220a, *et seq.*, and amendments thereto. Grantee agrees to indemnify and hold the City harmless from any and all penalties or costs, including reasonable and documented attorney's fees, arising from the actions of Grantee, or of the City at the written request of Grantee, in seeking to safeguard the confidentiality of information provided by Grantee to the City under this Contract Franchise.

SECTION 14. ACCEPTANCE OF TERMS.

Grantee shall have sixty (60) days after the final passage and approval of this Contract Franchise to file with the Unified Government Clerk its acceptance in writing of the provisions, terms and conditions of this Contract Franchise, which acceptance shall be duly acknowledged before some officer authorized by law to administer oaths; and when so accepted, this Contract Franchise and acceptance shall constitute a contract between the City and Grantee subject to the provisions of the laws of the State of Kansas, and such contract shall be deemed effective on the later of the date Grantee files acceptance with the City or publication of this Contract Franchise in accordance with applicable Laws (the "Effective Date"). This Contract Franchise sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter, including but not limited to City Ordinance No. 0-32-99 (1999).

SECTION 15. PAYMENT OF PUBLICATION COSTS.

In accordance with Kansas statute, Grantee shall be responsible for payment of all costs and expense of publishing this Contract Franchise, and any amendments thereof.

SECTION 16. SEVERABILITY.

If any clause, sentence, or section of this Contract Franchise, or any portion thereof, shall be held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared invalid; provided, however, the City or Grantee may elect to declare the entire Contract Franchise invalidated if the portion declared invalid is, in the judgment of the City or Grantee, an essential part of the Contract Franchise.

SECTION 17. FORCE MAJEURE.

Each and every provision hereof shall be reasonably subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond Grantee's or the City's control.

SECTION 18. PUBLICATION.

The City Clerk is hereby directed to publish this Ordinance once in the, The Wyandotte County *Echo*, the official Unified Government newspaper.

**PASSED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS,
THIS ____ DAY OF ____ 24.**

Tyrone Garner, Mayor/CEO

ATTEST:

APPROVED AS TO FORM:

Unified Government Clerk

Assistant Counsel



Report to

MEETING DATE	PRESENTER	DEPARTMENT
JUL 22 2024	Laura Cromwell LCromwell@kckpd.org	Police Department
AGENDA ITEM #		
RESOLUTION: AUTHORIZING APPLICATION AND ACCEPTANCE OF BUREAU OF JUSTICE ASSISTANCE FISCAL YEAR 2024 BODY WORN CAMERA POLICY AND IMPLEMENTATION PROGRAM GRANT		
BACKGROUND		
- The FY24 BWCPPIP grant program is a competitive funding opportunity administered by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance - Funding under Category 1 of the BWCPPIP grant program will provide funding to support the purchase/lease of new body-worn cameras, as our current BWCs are at the end of their life cycle. - Our current lease ends in early 2025. - Forty awards in the category for law enforcement agencies are expected to be funded. - Awards in this category will cap at \$2,000/BWC and will cover the following project period date range: October 1st, 2024 through September 30th, 2027. - This is the second time the Police Department has requested a grant of this nature. - We received funding under the FY17 BWC grant program to implement our current BWC program.		
RECOMMENDATION		
Approve The Police Department respectfully requests approval to apply for and accept funding under Category 1 of the FY24 BWCPPIP grant program as outlined in this report.		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
- Awards under Category 1 of the FY24 BWCPPIP grant program will require a 50% match from the Unified Government. - The same match requirement was stipulated under our FY17 BWC grant award. - We have approximately 307 body-worn cameras that will be issued during the next lease cycle. The funding metric for this grant program allows for \$2,000/BWC to be awarded federally; the UG will need to match at that same amount. - The federal request will be \$614,000. As stipulated in the grant, the UG match amount will need to be \$614,000.		

Approved: [Signature]

2. The Police Department already has funds available in our approved CMIP schedule to cover the required match during the grant project period. We are not requesting any additional funds to meet the match requirement.

IT/POLICY CONSIDERATIONS

- No additional or supplemental policy changes are required for this grant. We already have a sound BWC policy in place that has previously been approved by the BJA – a requirement for award recipients.

PROCUREMENT CONSIDERATIONS

- Currently, we are considering a BWC/in-car camera solution offered by Axon. Axon has several current national cooperative contracts for this solution that we would use for piggybacking, including Sourcewell and Omnia Partners.

LEGAL CONSIDERATIONS

- At the point of application, we will have to agree to assurances and certifications delineated in the following documents:
 1. DOJ Certified Standard Assurances
 2. DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing
 - These documents have already been submitted to Legal for review
- If awarded funding under this grant opportunity, we will be required to sign an award document that outlines specific special conditions we must comply with before we are able to expend any grant funding.
 1. If there are any conditions we are unable to comply with, we have the option to decline acceptance of the award.

ATTACHMENTS

KCKPD BJA FY24 Body Worn Camera Policy and Implementation Program Grant Resolution Category 1

Approved by Mayor and/or Chair and Administrator to add to agenda.

 7/11/2024

RESOLUTION NO. _____

A RESOLUTION authorizing the Kansas City, Kansas Police Department through the Unified Government of Wyandotte County/Kansas City, Kansas to apply for and accept a grant award for the BJA FY24 Body-Worn Camera Policy and Implementation Program Grant Category 1 – Site Based Awards

WHEREAS, the US Department of Justice administers grants for law enforcement agencies, including the BJA FY24 Body-Worn Camera Policy and Implementation Program; and

WHEREAS, an application has been prepared by the Kansas City, Kansas Police Department to apply for grant funds, that if awarded, would be used to support the purchase/lease of new body-worn cameras; and

WHEREAS, the value of the grant request is \$614,000, with 50% matching funds (\$614,000) required, which will be funded out of existing Police Department budgeted funds.

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

Section 1. The Kansas City, Kansas Police Department through the Unified Government of Wyandotte County/Kansas City, Kansas is authorized to submit the grant application for the BJA FY24 Body-Worn Camera Policy Implementation Program Grant Category 1 – Site Based Awards.

Section 2. The County Administrator and/or his designee is hereby authorized to accept such grant if awarded, on behalf of the Unified Government and to take the steps necessary to fulfill the conditions of the grant and execute documents in furtherance of the grant.

**APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS,
THIS ____ DAY OF _____, 2024.**

Tyrone Garner, Mayor/CEO

Unified Government Clerk



Report to

MEETING DATE	PRESENTER	DEPARTMENT
JUL 22 2024	Laura Cromwell LCromwell@kckpd.org	Police Department
AGENDA ITEM #		
RESOLUTION: AUTHORIZING APPLICATION AND ACCEPTANCE OF BUREAU OF JUSTICE ASSISTANCE FISCAL YEAR 2024 BODY WORN CAMERA POLICY AND IMPLEMENTATION PROGRANT GRANT CATEGORY 3		
BACKGROUND		
- The FY24 BWCIPIP grant program is a competitive funding opportunity administered by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance - Funding under Category 3 of the BWCIPIP grant program will provide support for a new digital evidence integration demonstration project. - Our proposal will be to implement cloud-based evidence storage through Evidence.com. This would allow us to integrate with the District Attorney's newly acquired software. The integration would streamline BWC data/information sharing with the DA's Office. - Only three awards in the category for Digital Evidence Management and Integration Demonstration Projects are expected to be funded. - Awards in this category will cap at \$1,000,000 and will cover the following project period date range: October 1st, 2024 through September 30th, 2027.		
RECOMMENDATION		
The Police Department respectfully requests approval to apply for and accept funding under Category 3 of the FY24 BWCIPIP grant program as outlined in this report.		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
- Awards under Category 3 of the FY24 BWCIPIP grant program require no match from the Unified Government. - Our funding request would allow us to add additional features to our BWC/in-car camera solution package. These additional features will allow us to create an ecosystem that streamlines workflows between our department and the DA's Office. - If awarded, grant funds will cover these additional package features throughout the entirety of the lease cycle.		
IT/POLICY CONSIDERATIONS		

- No additional or supplemental policy changes are required for this grant. We already have a sound BWC policy in place that has previously been approved by the BJA – a requirement for award recipients.

PROCUREMENT CONSIDERATIONS

- Currently, we are considering a BWC/in-car camera solution offered by Axon. Axon has several current national cooperative contracts for this solution that we would use for piggybacking, including Sourcewell and Omnia Partners.

LEGAL CONSIDERATIONS

- At the point of application, we will have to agree to assurances and certifications delineated in the following documents:
 1. DOJ Certified Standard Assurances
 2. DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing
 - These documents have already been submitted to Legal for review
- If awarded funding under this grant opportunity, we will be required to sign an award document that outlines specific special conditions we must comply with before we are able to expend any grant funding.
 1. If there are any conditions we are unable to comply with, we have the option to decline acceptance of the award.

ATTACHMENTS

KCKPD BJA FY24 Body Worn Camera Policy and Implementation Program Grant Resolution Category 3

Approved by Mayor and/or Chair and Administrator to add to agenda.

7/11/2024
Approved:
[Signature]

RESOLUTION NO. _____

A RESOLUTION authorizing the Kansas City, Kansas Police Department through the Unified Government of Wyandotte County/Kansas City, Kansas to apply for and accept a grant award for the BJA FY24 Body-Worn Camera Policy and Implementation Program Grant Category 3 – Digital Evidence Management Projects

WHEREAS, the US Department of Justice administers grants for law enforcement agencies, including the BJA FY24 Body-Worn Camera Policy and Implementation Program; and

WHEREAS, an application has been prepared by the Kansas City, Kansas Police Department to apply for grant funds, that if awarded, would be used to provide support for a new digital evidence integration project; and

WHEREAS, the value of the grant is \$1,000,000.00, with no matching funds required.

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

Section 1. The Kansas City, Kansas Police Department through the Unified Government of Wyandotte County/Kansas City, Kansas is authorized to submit the grant application for the BJA FY24 Body-Worn Camera Policy Implementation Program Grant – Category 3 Digital Evidence Management.

Section 2. The County Administrator and/or his designee is hereby authorized to accept such grant if awarded, on behalf of the Unified Government and to take the steps necessary to fulfill the conditions of the grant and execute documents in furtherance of the grant.

**APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS,
THIS ____ DAY OF _____, 2024.**

Tyrone Garner, Mayor/CEO

Unified Government Clerk



Report to

Tracking ID: 21233

MEETING DATE	PRESENTER	DEPARTMENT
JUL 22 2024	Laura Cromwell LCromwell@kckpd.org	Police Department
AGENDA ITEM #		
RESOLUTION: AUTHORIZING APPLICATION AND ACCEPTANCE OF BUREAU OF JUSTICE ASSISTANCE FISCAL YEAR 2024 LOCAL LAW ENFORCEMENT CRIME GUN INTELLIGENCE CENTER INTEGRATION INITIATIVE- CATEGORY 1		
BACKGROUND		
• The FY24 CGIC grant program is a competitive funding opportunity administered by the U.S. Department of Justice, Office of Justice Programs, and the Bureau of Justice Assistance to address firearm-related crimes and forensics through the establishment and expansion of Crime Gun Intelligence Centers. 1. This initiative is in partnership with the ATF • Funding under Category 1 of the FY24 CGIC grant program will provide funding to expand our current CGIC. 1. We were awarded funds under the FY22 CGIC grant program to establish a CGIC within our police department. • Three awards in this category are expected to be funded. • Awards in this category will cap at \$300,000 and will cover the following project period date range: October 1st, 2024 through September 30th, 2026.		
RECOMMENDATION		
• The Police Department respectfully requests approval to apply for and accept funding under the FY24 CGIC grant program as outlined in this report.		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
• Awards under Category 1 of the FY24 CGIC grant program require no match from the Unified Government. • We intend to utilize grant funding, if awarded, for the following items: 1. NESS+ RMS Implementation ▪ ATF's National Integrated Ballistics Information Network (NIBIN) Enforcement Support System (NESS) plus record management system (NESS+ RMS). NESS is a web-based investigative tool that overlays NIBIN data with local law enforcement shooting and crime gun recovery information on one platform.		

- NESS+ RMS allows local law enforcement to automatically transfer record management system (RMS) data to NESS.
- 2. Cellebrite software subscription
 - Forensic tool used to extract data from mobile devices
 - Currently being funded through another federal grant that is set to expire on 9/30/24.
- 3. Training for CGIC staff
- 4. Additional license plate reader (LPR) and traffic cameras
- 5. Laptops for task force officers

IT/POLICY CONSIDERATIONS

No additional or supplemental policy changes are required for this grant. MOUs with the ATF have already been established as a result of our CGIC implementation through our FY22 CGIC grant award. An SOP has already been established for our CGIC group, as well.

PROCUREMENT CONSIDERATIONS

- We intend to use a vendor with a current cooperative purchasing contract for procuring additional cameras (Electronic Technology, Inc.)
- Quotes will be obtained from software vendors for the build-out of the NESS+RMS integration.
 1. While the ATF offers NESS free of charge to law enforcement agencies, our RMS system will need to be able to integrate with this system.
- Quotes for Cellebrite will be obtained and the vendor with the most economical pricing option will be selected.
- Laptops will be procured through Dell.

LEGAL CONSIDERATIONS

- At the point of application, we will have to agree to assurances and certifications delineated in the following documents:
 1. DOJ Certified Standard Assurances
 2. DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing
 - These documents have already been submitted to Legal for review
- If awarded funding under this grant opportunity, we will be required to sign an award document that outlines specific special conditions we must comply with before we are able to expend any grant funding.
 1. If there are any conditions we are unable to comply with, we have the option to decline acceptance of the award.

ATTACHMENTS

KCKPD BJA FY24 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative Grant Resolution

Approved by Mayor and/or Chair and Administrator to add to agenda.

[Handwritten Signature] 7/11/2024
[Handwritten Signature]
[Handwritten Signature]

RESOLUTION NO. _____

A RESOLUTION authorizing the Kansas City, Kansas Police Department through the Unified Government of Wyandotte County/Kansas City, Kansas to apply for and accept a grant award for the BJA FY24 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative – Category 1 – CGIC Expansion

WHEREAS, the US Department of Justice administers grants for law enforcement agencies, including the BJA FY24 CGIC Grant Program; and

WHEREAS, an application has been prepared by the Kansas City, Kansas Police Department to apply for grant funds, that if awarded, would be used to expand the police department's crime gun intelligence center; and

WHEREAS, the value of the grant is \$300,000, with no matching funds required.

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

Section 1. The Kansas City, Kansas Police Department through the Unified Government of Wyandotte County/Kansas City, Kansas is authorized to submit the grant application for the BJA FY24 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative – Category 1 – CGIC Expansion.

Section 2. The County Administrator and/or his designee is hereby authorized to accept such grant if awarded, on behalf of the Unified Government and to take the steps necessary to fulfill the conditions of the grant and execute documents in furtherance of the grant.

**APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS,
THIS ____ DAY OF _____, 2024.**

Tyrone Garner, Mayor/CEO

Unified Government Clerk



Report to

Tracking ID: 21245

MEETING DATE	PRESENTER	DEPARTMENT
	Troy Shaw, County Engineer tshaw@wycokck.org x5416	Public Works
AGENDA ITEM #		
RESOLUTION: MEMORANDUM OF UNDERSTANDING WITH KANSAS CITY KANSAS PUBLIC SCHOOLS		
BACKGROUND		
• The Sumner Academy received an NFL grant to upgrade their track and football field. • There is a partial collapse of an existing sanitary sewer asset that is within the football field area. • UG assets are currently located within private school property, increasing risk to both the school and the UG. • Partnership opportunity to realign the sanitary lines and remove them from the track and football field construction and maintenance area. • UG and USD500 desire to reduce risk to owned assets.		
RECOMMENDATION		
Approve		
Approval		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
• One time cost that is included in the existing sewer budget capital outlay of approximately \$2.1M • USD500 financially participating with \$500,000		
IT/POLICY CONSIDERATIONS		
N/A		
PROCUREMENT CONSIDERATIONS		
N/A		
LEGAL CONSIDERATIONS		
• Attached MOU has been reviewed by legal and signed by USD500		
ATTACHMENTS		

Approved by Mayor and/or Chair and Administrator to add to agenda.

DDA 7/12/2024

Approved:
J. N. A. A. A.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/ KANSAS CITY, KANSAS TO ENTER INTO AN INTERLOCAL WITH THE UNIFIED SCHOOL DISTRICT 500, WYANDOTTE COUNTY, KANSAS, FOR THE RELOCATION AND PUBLIC IMPROVEMENT OF SEWER UTILITIES.

WHEREAS, the Unified Government of Wyandotte County/ Kansas City, Kansas (Unified Government) has combined sewer utilities located beneath Unified School District 500's (USD 500) Sumner Academy athletic field in the area generally bound by New Jersey Avenue on the north, North 8th Street on the west, Oakland Avenue on the south, and an alley on the east; and

WHEREAS, USD 500 has received a grant from the National Football League toward improvements of their football field; and

WHEREAS, USD 500 and the Unified Government have determined it is in their best interests to relocate the combined sewer utilities located beneath the athletic field into Unified Government rights-of-way before those improvements are made; and

WHEREAS, K.S.A. 12-2908 authorize the parties hereto to cooperate in the sewer relocations; and

WHEREAS, the Governing Bodies of each of the parties hereto have determined to enter into this Agreement for the aforesaid improvements and sewer relocations, as authorized and provided by K.S.A. 12-2908; and

WHEREAS, the parties have reached and prepared a Memorandum of Understanding to cooperate in the sewer relocations, and the Unified Government desires to enter said Memorandum.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AS FOLLOWS: That the Mayor/CEO of the Unified Government of Wyandotte County/ Kansas City, Kansas is hereby authorized to execute said Memorandum on behalf of the Unified Government, and the County Administrator is hereby authorized to take any action required and necessary to implement and satisfy the intent of said Memorandum.

THIS RESOLUTION IS ADOPTED by the Governing Body of the Unified Government of Wyandotte County/Kansas City, Kansas, this ____ day of _____ 2024.

UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS

By: _____
Tyrone Garner, Mayor

ATTEST

Unified Government Clerk

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
PUBLIC WORKS DEPARTMENT
AND
UNIFIED SCHOOL DISTRICT 500, WYANDOTTE COUNTY, KANSAS**

This MEMORANDUM OF UNDERSTANDING (MOU) establishes a collaboration between the Unified Government of Wyandotte County/Kansas City, Kansas through its Public Works Department ("UG") and the Unified School District No. 500, Wyandotte County, Kansas c/k/a Kansas City, Kansas Public Schools Unified School District 500 (USD 500), collectively referred to as the "Parties".

I. PURPOSE

The Purpose of this MOU is to express the Parties' mutual understanding regarding roles and responsibilities of the Sumner Academy Sewer Rehabilitation and Realignment Project (Project).

II. PROJECT DESCRIPTION

The UG has active combined sewer utilities located beneath USD 500's Sumner Academy athletic field in the area generally bound by New Jersey Avenue on the north, North 8th Street on the west, Oakland Avenue on the south, and Alley Aly on the east, as shown in Exhibit A, some of which need repair. The UG is required to repair the damaged portion of the sewer to prevent sewer overflows and basement sewage backups. USD 500 is planning to install a new engineered field and replace the track, and desires to rehabilitate and realign the UG's sewer utilities within UG right-of-way or easements that are outside of the field and track boundary. At USD 500's request, the UG has agreed to rehabilitate and realign their combined sewer utilities as long as USD 500 shares in paying the rehabilitation and realignment costs.

This Project is anticipated to include: (a) installing approximately 1,700 linear feet of 8-, 15-, and 36-inch diameter sewer and appurtenant manholes outside and adjacent to the field and track boundary such that known, existing sewer infrastructure within the boundary may be abandoned; (b) reconnecting known existing sewer services, excluding field drainage connections, to the new sewer; and (c) abandoning in place known, existing sewer utilities within the field and track by filling with concrete (flowable fill).

III. PROJECT DURATION

The UG anticipates the Project will be completed within 22 months after execution of this MOU, , barring any unforeseeable delays beyond the reasonable control of the UG, including but not limited to, force majeure events, unforeseen construction impediments, or delays by third parties.

IV. THE PARTIES AGREE TO THE FOLLOWING:

A. USD 500 Responsibilities

1. Identify a point of contact for the Project who will be responsible for communicating and coordinating with the UG.
2. Provide site access to UG staff, consultants, and contractors for the purpose of field investigation, surveying, existing utility condition assessment, design, and construction.
3. Provide site access to UG staff, consultants, and contractors for the purpose of constructing existing sewer utility repairs if warranted or necessary prior to Project completion.
4. Provide any currently available information pertaining to the new engineered field including product literature, drawings, and details showing the depth of installation, drainage system, and proposed storm sewer connection to existing UG infrastructure.
5. Provide available drawings of existing structures and utilities within the Project area.
6. Provide key school event dates and access limitations to assist with design and construction scheduling, including potential bus routes, parking lot usage, and field and track usage.
7. Review Project plans at appropriate intervals during design.
8. Install drainage infrastructure within the field and track boundary and connect such infrastructure to the UG sewer system as approved by the UG.
9. Obtain necessary UG permits and approvals to construct the new engineered field.
10. Provide easements, both temporary and permanent, as necessary to construct the Project, at no additional cost to the UG.
11. Restore surfaces within the field and track boundary due to Project construction, including track surfaces, high jump surface, long jump approaches, and shot put/discus rings.
12. Remove goal posts and temporary sporting equipment such as soccer goals and football equipment, as necessary to construct the Project.
13. Share in Project costs at 50% or up to a maximum of \$500,000 each, as stated in the General Provisions. Project costs include, but are not limited to, design, inspection, and construction costs.

B. UG Responsibilities

1. Identify a point of contact for the Project who will be responsible for communicating and coordinating with the USD 500.
2. Design the Project.
3. Submit the sewer design to the UG's Historic Preservationist for review.
4. Submit the sewer design to the State of Kansas Department of Health and Environment for approval and a permit.

5. Perform field investigation, surveying, existing utility condition assessment, and design necessary to construct the Project.
6. Obtain necessary permits to complete the Project.
7. Prepare and acquire necessary easements.
8. Provide to USD 500 notice of any necessary interim or temporary repair work to be performed that is included in the project's schedule. This will include any subsequent work required to make interim or temporary work permanent.
9. Construct the Project, including restoration on properties adjacent to the field and track, including the street, curb, and parking lot, but excluding field and track surfaces as described above.
10. Provide necessary supervision, labor, materials, equipment, and all necessary incidentals to construct the Project, including safety equipment and traffic control.
11. Share in Project costs at 50% up to \$500,000 each. Costs exceeding the shared sum total of \$1,000,000 will be paid by the UG. The total cost of this project is estimated to be approximately \$2.0 million.

V. General Provisions:

1. Term of MOU. The services shall commence upon execution of this MOU by both Parties and will terminate upon completion and acceptance of the Project by the UG.
2. Relationship of the Parties. The UG is a government agency working in collaboration with USD 500 on the Project contemplated by this MOU, and is not a partner, agent, employee, or joint venture of USD 500; and neither Party shall hold himself/itself out contrary to these terms by advertising or otherwise. Neither Party shall be bound by any representation, act, or omission whatsoever of the other.
3. Historic Review. Sumner Academy and its athletic field are listed on the National Register of Historic Places and the Register of Historic Kansas places and as such all plans for construction of the sewer utilities must be reviewed by the UG's Historic Preservationist with a report of findings submitted to the State of Kansas Historic Preservation Office. The UG will submit the Project plans to the UG's Historic Preservationist and to the State Historic Preservation Office for review. The UG shall not be responsible for obtaining required reviews for the USD 500's engineered field and track project.
4. Permits. The Project will require a Sewer Extension Permit from the Kansas Department of Health and Environment (KDHE). The UG will submit plans and specifications required to obtain the KDHE permit. All permits related to the new field and track shall be the responsibility of USD 500.

Escrow and Project Cost Review. Within thirty (30) days from the signing of this MOU by both Parties, USD 500 agrees to pay the amount of \$500,000 to the UG, which will be held by the UG in escrow for the Project. In the event that the total cost of the Project is less than \$1 million and

escrowed funds remain unused, such funds shall be returned to USD 500 within thirty (30) days of project completion.

5. **Default and Cure.**

- (a) **Notice of Default.** If cost-share funds are not paid as agreed, USD 500 shall be considered in default of this agreement.
- (b) **Cure Period.** Upon receipt of the written notice of default, USD 500 shall have a period of ten (10) business days (the "Cure Period") to remedy the default. If USD 500 fails to remedy the default within the Cure Period, the UG may proceed with the rights and remedies outlined below.
- (c) **Rights and Remedies.** In the event of default, the UG may enter onto USD 500 property and make all necessary repairs to the existing sewer utilities located under the field and track. The UG shall not be responsible for restoring field and track surfaces of any kind. The UG shall have no other obligation to USD 500 with respect to rehabilitating and realigning sewer utilities as contemplated in this agreement and shall not be liable to USD 500 for any special, indirect, or consequential damages, including, but not limited to, loss of use.

6. **Emergency.** Nothing contained in this MOU prevents the UG or its contractors from making emergency repairs to the existing combined sewer utilities at any stage of the Project. Emergency repairs are those repairs that if left unresolved, could result in injury, health issues, or cause serious property damage, or those repairs required by law. The UG shall not be responsible for restoring any field and track surfaces of any kind. In the event that the UG or its contractors commence emergency repairs as described herein, the UG shall promptly notify USD 500 of the nature and extent of such repairs and the reason for considering them as emergencies. Such notification shall be provided to USD 500 within three (3) hours of commencing the emergency repairs.

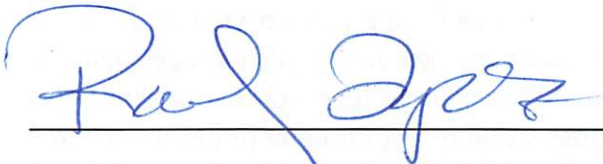
7. **Dispute Resolution.** In the event a dispute arises between the Parties regarding the rights or duties created by this MOU, or in the event of a breach of this MOU by either party, the Parties agree to meet and confer in a good faith effort to resolve the dispute.

8. **Additional Insureds.** Each party shall require its contractors and subcontractors to include the other party as additional insureds for any work on the sewers, track, or field during the Project.

9. **MOU Modification.** This MOU and other documents specifically referred to herein constitute the entire agreement between the Parties and there are no verbal agreements between the Parties. This MOU may only be revised or modified by a written amendment signed by authorized representatives of both Parties.

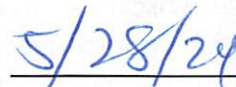
10. Circumstances Beyond Control (Force Majeure). The Parties shall not be responsible or liable for (i) special, consequential, indirect or punitive damages or (ii) any failure or delay in performing its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including: acts of God, earthquakes, fires, floods, wars, terrorist acts, civil or military authority or disturbances, sabotage, epidemics, pandemics, quarantine, riots, interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service, accidents, labor disputes, governmental actions or omissions, changes in laws or regulations, or generalized lack of availability of raw materials or energy.
11. Governing Law. This MOU shall be governed by and construed under the laws of the State of Kansas.
12. Severability. If any terms of this MOU or its application to any person or circumstances shall, at any time or to any extent, be determined invalid or unenforceable, the remaining provisions shall not be affected and shall be deemed valid and fully enforceable to the extent permitted by law.
13. Assignment. Both Parties agree they shall not assign the rights or obligations under this MOU without prior written consent of both Parties.
14. Contractual Provisions Attachment. The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract, and made a part thereof.

The Parties cause MOU to be executed by their duly authorized representatives, as of Effective Date.



Randy Lopez, President – Board of Education

Kansas City, Kansas Unified School District 500



Date

David Johnston, County Administrator

Unified Government of Wyandotte County/Kansas City, Kansas

Date

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. 07-19), 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.

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 Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (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) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.
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 nor 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.



Agenda Item Details

Meeting	May 28, 2024 - Regular Board Meeting Agenda 2024
Category	5. Board Updates and Approvals
Subject	E. Approval of Sumner Field MOU
Access	Public
Type	Action
Recommended Action	That the Kansas City Board of Education accept the MOU between USD 500 and the Unified Government if Wyandotte County/Kansas City Kansas for a Sumner Field, as submitted by Mr. Wayne Correll, Mr. Steve Lilly, Chief Operations Officer, and as recommended by Dr. Anna Stubblefield, Superintendent of Schools.
Goals	Goal #3-Fiscal and Facility Management

Public Content

Administrator Responsible

Wayne Correll, Director of Purchasing
Steve Lilly, Chief Operations Officer

Recommendation

That the Kansas City Board of Education accept the MOU between USD 500 and the Unified Government if Wyandotte County/Kansas City Kansas for a Sumner Field, as submitted by Mr. Wayne Correll, Mr. Steve Lilly, Chief Operations Officer, and as recommended by Dr. Anna Stubblefield, Superintendent of Schools.

Explanation

Background Information-

This MOU has come to the board prior. This is the final version back from the Unified Government.

Why it is Important: *(Include the connection to BOE Goals, KESA Priorities, and/or District Strategic Plan Alignment)*

[05-17-24 REV 1 UG MOU \(Sumner Sewer\) Draft \(dek edits 05.22.24\).pdf \(251 KB\)](#)

Administrative Content

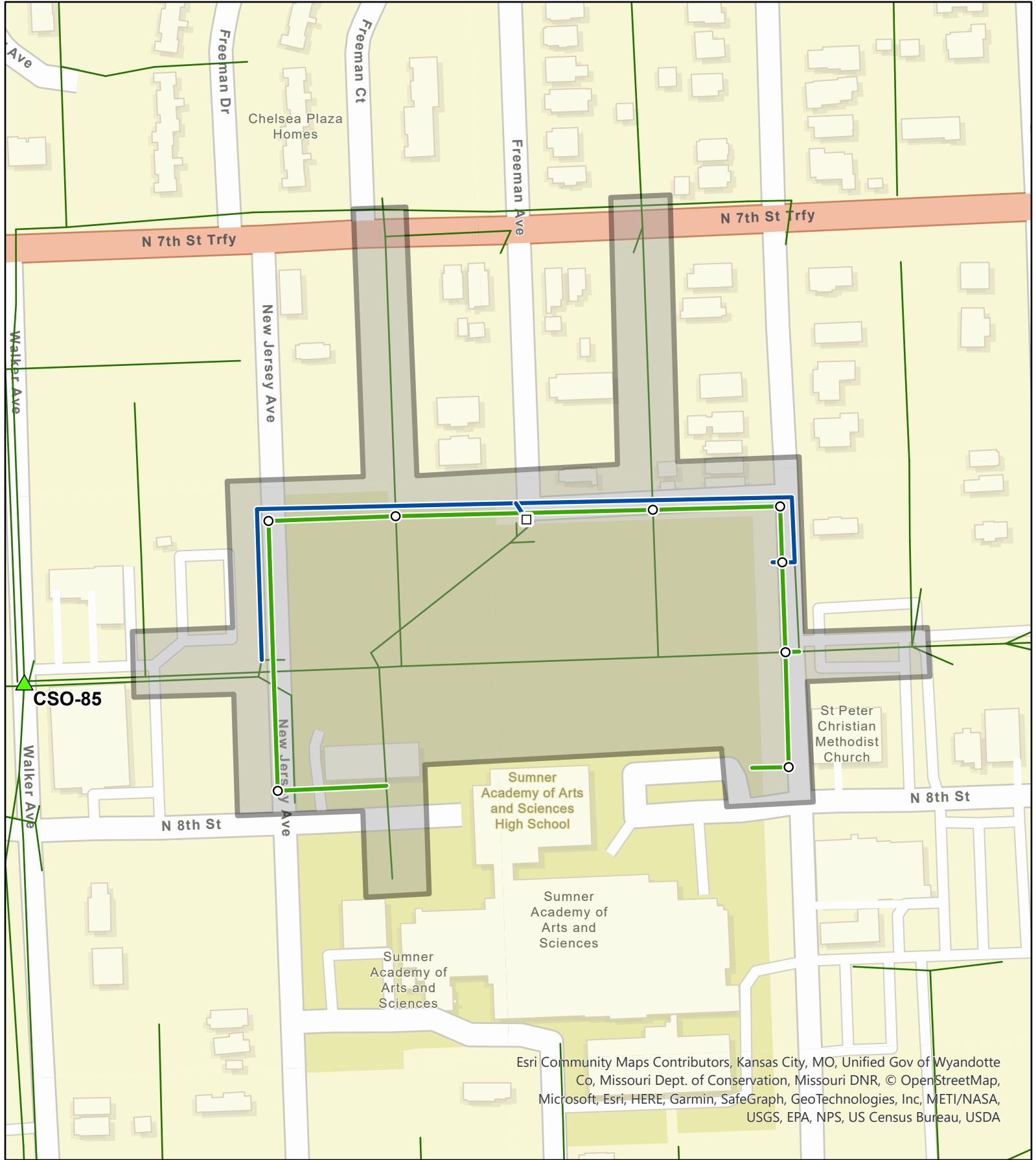
Motion & Voting

That the Kansas City Board of Education accept the MOU between USD 500 and the Unified Government of Wyandotte County/Kansas City, Kansas for a Sumner Field, as submitted by Mr. Wayne Correll, Mr. Steve Lilly, Chief Operations Officer, and as recommended by Dr. Anna Stubblefield, Superintendent of Schools.

Motion by Yolanda Clark, second by Robert Milan Jr.

Final Resolution: Motion Approved

Yes: Yolanda Clark, Maxine Drew, Randy Lopez, Robert Milan Jr, Wanda Brownlee Paige, Rachel Russell, Valdenia Winn



Legend

 CSO Outfall Structures

 Anticipated Project Boundary

 Existing Combined Sewer Lines

 Proposed Sewer

 Proposed Storm Sewer

 Proposed Inlet

 Proposed Manhole

**Sumner Academy
Sewer Rehabilitation and Realignment
Exhibit 2. Location of Survey**

0 75 150 300 Feet





Rev 3, 10/18/23



Report to
Public Works & Safety

Tracking ID: 21287

MEETING DATE	PRESENTER	DEPARTMENT
JUL 22 2024	Deasiray Bush, Program Coordinator dbush@wycokck.org x5110	Transportation
AGENDA ITEM #IV.8.		
RESOLUTION: STATE AVENUE CORRIDOR IMPROVEMENT PLAN AMENDED INTERLOCAL AGREEMENT WITH THE KANSAS CITY AREA TRANSPORTATION AUTHORITY		
BACKGROUND		
A Resolution approving an Amended Interlocal Cooperative Agreement with the Kansas City Area Transportation Authority for transit infrastructure improvement in the State Avenue Corridor of Wyandotte County for an additional \$200,000 through the Surface Transportation Block Grant, requiring an additional \$50,000 local match. This agreement amends the original Interlocal Agreement that provided \$800,000.00 through a Surface Transportation Block Grant, requiring a local match of \$200,000 allocated from ARPA funding.		
RECOMMENDATION		
Approve		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
IT/POLICY CONSIDERATIONS		
PROCUREMENT CONSIDERATIONS		
LEGAL CONSIDERATIONS		
ATTACHMENTS		
State Ave Interlocal Agreement Amendment 1 Reso FINAL, Interlocal State Ave Corridor amended July 24, Project Budget, FTA Region VII Environmental Review Worksheet_State Avenue Improvements, State Ave Stop Assessments, State Avenue Presentation		

Approved by Mayor and/or Chair and Administrator to add to agenda.

7/19/2024
Approved: Mayor Jayme Arnold

RESOLUTION NO. _____

WHEREAS, the Unified Government and KCATA developed a project for transit infrastructure improvements in the State Avenue Corridor of Wyandotte County, Kansas (“the Project”), and said Project was included in a grant application for federal funding through the Mid-America Regional Council (“MARC”) Transportation Improvement Plan (“TIP”) Grant for grant years 2022 through 2026.

WHEREAS, \$800,000.00 in Surface Transportation Block Grant (“STBG”) funding has been made available to fund up to 80% of the cost of the Project;

WHEREAS, \$200,000.00 in local match has been allocated by the Unified Government for the 20% Local Funding for the Project;

WHEREAS, the Unified Government and KCATA intend to cooperate to assure maximum effectiveness of the Project;

WHEREAS, the parties have the authority to enter into an Interlocal Cooperative Agreement (“the Agreement”) pursuant to the authority set forth in K.S.A. Section 12-2901 et seq.;

WHEREAS, KCATA’s Board of Directors approved the Agreement on May 22, 2024;

WHEREAS, the Unified Government Board of Commissioners approved the Agreement on July 22, 2024, and will submit it to the Kansas Attorney General’s Office for approval as required by K.S.A. 12-2904(g);

WHEREAS, an additional \$200,000.00 has become available to fund the Project through the Surface Transportation Block Grant;

WHEREAS, to receive the additional funding, the Unified Government must allocate an additional \$50,000.00 in local match;

WHEREAS, total funding for the Project is now \$1,250,000.00 consisting of \$1,000,000.00 in Federal STBG funding and \$250,000.00 in Unified Government local funds; and

WHEREAS, all other material terms and conditions of the original Agreement approved and executed by the KCATA in May of 2024 remain in effect.

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

That the Board of Commissioners hereby approves the First Amendment to the Interlocal Cooperative Agreement between the Unified Government and the KCATA for transit infrastructure improvements in the State Avenue Corridor of

Wyandotte County, Kansas and directs the County Administrator to take such other action as necessary to effectuate the intent of this resolution.

**APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS
OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY AND KANSAS
CITY, KANSAS THIS ____ DAY OF JULY, 2024.**

Tyron Garner, Mayor/CEO

Attest:

Unified Government Clerk

Approved as to Form:

**FIRST AMENDMENT TO THE KCATA and Unified Government Transit Improvement
Interlocal Cooperative Agreement entered into May 2024**

THIS First Amendment to the original AGREEMENT is made and entered into this _____ day of _____, 2024, by and between the Kansas City Area Transportation Authority, a body corporate and politic (hereinafter "KCATA") and the Unified Government of Wyandotte County/Kansas City, Kansas, a municipal corporation of the State of Kansas, (hereinafter referred to as "Unified Government") for State Avenue Corridor Transit Improvement Project (the "Project" or "STBG project") to be funded by the Mid-America Regional Council ("MARC") Transportation Improvement Plan ("TIP") Grant and Unified Government local funds.

WHEREAS, the Unified Government and KCATA developed a project for transit infrastructure improvements in the State Avenue Corridor of Wyandotte County, Kansas, and said project was included in a grant application for federal funding through the Mid-America Regional Council ("MARC") Transportation Improvement Plan ("TIP") Grant for grant years 2022 through 2026.

WHEREAS, the original amount STBG funding has increased by \$200,000 above the original \$800,000 for a total of \$1,000,000 in STBG funding for the Project.

WHEREAS, the Unified Government has increased their local match by an additional \$50,000.00 for a total of \$250,000 in local match, the 20% Local Funding for the Project.

NOW, IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter expressed, the parties mutually agree as follows:

A. Section 3. d. and k. of the original agreement referenced above are deleted and replaced with the below new Section 3. d. and k. and below referenced subsections as follows:

3. OBLIGATIONS OF UNIFIED GOVERNMENT. The Unified Government agrees to perform certain obligations and responsibilities and to take certain actions acting through its Transit Director or other designated representative as identified below:

d. Timely submit invoices to KCATA requesting reimbursement from the STBG grant for eligible activities in the approved FTA STBG grant that are conducted by Unified Government staff and/or are implemented by federally compliant contracts awarded by the Unified Government in keeping with the project budget (Attachment 1). Each request must include all supporting documentation required by KCATA and FTA.

k. Consistent with paragraph 5, timely transfer to the KCATA the Local match in the amount of \$250,000.00 for the STBG project.

B. Section 4. c. of the original agreement referenced above is deleted and replaced with the below new Section 4. c. and new subsection k. is added as follows:

4. OBLIGATIONS OF KCATA. KCATA agrees to take the certain actions identified hereafter:

c. Provide the Unified Government detailed information on transit requirements associated with design and construction of the transit stops being funded with TIP funds(Attachment 2).

k. The KCATA will perform a FTA mandated environmental review on the bus route on State Avenue starting from the Legends Shopping Center to 29th Street.

C. Section 5. of the original agreement referenced above is deleted and replaced with the below new Section 5. is added as follows:

5. FINANCING AND BUDGETING STBG IMPROVEMENTS. The STBG project is to be funded with \$1.250 Million (one million two hundred fifty thousand dollars), consisting of \$1,000,000.00 (one million dollars) in Federal STBG grant funds and \$250,000.00 (two hundred fifty thousand dollars) in Unified Government local funds consistent with the budget in Attachment 1. The Unified Government local funds of \$250,000.00 shall be remitted to KCATA in one lump sum upon full execution of this Agreement.

All other terms and conditions of the original Agreement executed in May 2024 remain in effect unless otherwise modified herein.

[REMAINING PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument the day and year first above written.

**UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY / KANSAS CITY,
KANSAS**

By: _____
David Johnston, County Administrator

ATTEST:

Approved as to form:

SueZanne M. Bishop, Senior Counsel

**KANSAS CITY AREA
TRANSPORTATION AUTHORITY
“KCATA”**

By: _____
Board Chair

ATTEST:

4 Foot Concrete Sidewalk	\$150	Square Yard
Sidewalk Ramp	\$200	Square Yard
Bench	\$1,000	Each
5x10 Shelter	\$10,000	Each
Trash Receptacle	\$1,000	Each
Kiosk	\$33,000	Each
Removal of Existing Site Material and Demolition	\$50,000	Total

	Quantity	Cost
Bench	35.00	\$ 35,000.00
Kiosk	21.00	\$693,000.00
Trash Receptacle	20.00	\$20,000.00
Shelter	12.00	\$120,000

Detailed Project Budget

Item	Unit Cost	Per	Quantity	Item Cost
Project Management/Administration		7% Total Budget		\$ 87,000.00
1. Mobilization		10% Total Budget		\$ 112,000.00
2. Existing Amenity Removal	\$55,000	LS	1	\$ 55,000.00
3. Amenity Instalation	\$1,400	EA	88.00	\$ 123,200.00
3. Bench	\$1,000	EA	35.00	\$ 35,000.00
4. Trash Receptacle	\$1,000	EA	20.00	\$ 20,000.00
4. Kiosk	\$33,000	EA	21.00	\$ 693,000.00
5. Shelter	\$10,000	EA	12.00	\$ 120,000.00
Total				\$ 1,245,200.00

Project Schedule

	Months	MileStone Start Date	Milestone Completion Date
Project Management	8	Mar-24	Nov-24
Planning	3	Mar-24	May-24
Environmental Review	2	May-24	Jul-24
Existing Amenity Removal	1	Jul-24	Aug-24

Amenity Instalation	2	Aug-24	Oct-24
Final Site Review	1	Oct-24	Nov-24
Total	8		

CATEGORICAL EXCLUSION WORKSHEET

FTA Region VII

The purpose of this worksheet is to assist project sponsors (grantees) in collecting and organizing materials needed for environmental analysis as required under the National Environmental Policy Act (NEPA). The use and submission of this worksheet is NOT required. However, this worksheet is provided as a useful tool for assembling information needed by FTA to determine the likelihood and magnitude of potential project impacts.

NOTE: The contents of this document do not have the force and effect of law and are not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies. Grantees should refer to applicable regulations and statutes referenced in this document.

Please have an approved Facility Planning Basis Information Form from the Regional office for any new construction or reconstruction projects prior to completing this checklist. Submission of the worksheet does not alone satisfy NEPA requirements. **FTA must concur in writing** to the project sponsor's NEPA recommendation. Project activities may not begin until the NEPA process is complete. Contact Beth Held, Environmental Specialist, at the FTA Region VII office (816) 329-3934 if you have any questions or require assistance in completing this form. If this is the first time using this form, we encourage you to review the resources link found at the end of this document. **Fields are expandable, so feel free to use more lines if needed.**

I. Project Description		
Project Sponsor Kansas City Area Transportation Authority	Date Submitted	FTA Grant Number(s) (if known)
Project Title State Avenue Corridor Improvements		
Project Description (brief, 1-4 sentences) Construct and improve transit stops and pedestrian amenities along the State Avenue Corridor in Kansas City, Kansas. This project includes the improvement of up to 28 transit stop locations and construction of sidewalk and ADA improvements. Improvements include placement of passenger amenities such as transit benches, shelters, information kiosks, and trash cans. Pedestrian improvements include the construction of one section of sidewalk and any ADA improvements such as curb ramps. All proposed work will be within the existing roadway right of way.		

Project Location (include City and Street address)

The project corridor spans from the Legends Shopping center on the west side to the intersection of 29th and State Avenue on the east side. The corridor is located in Kansas City, Kansas in Wyandotte County. The specific locations of transit improvements to be made are as follows:

- 29th and State Avenue (East Bound and West Bound)
- 37th and State Avenue (East Bound and West Bound)
- 41st Terrace and State Avenue (East Bound and West Bound)
- 57th and State Avenue (East Bound and West Bound)
- 67th and State Avenue (East Bound and West Bound)
- Campus Boulevard and State Avenue (East Bound and West Bound)
- 78th and State Avenue (East Bound and West Bound)
- 82nd and State Avenue (East Bound and West Bound)
- 92nd and State Avenue (East Bound and West Bound)
- 94th and State Avenue (East Bound and West Bound)
- Cabela Drive and Village West Parkway (North Bound and South Bound)
- Sporting Way and Village West Parkway (North Bound and South Bound)
- Sunflower Lane and Village West Parkway (North Bound and South Bound)
- N 109th Street and Village West Parkway (East Bound)
- N 98th and State Ave Loop Northside Sidewalk Extension

Project Contact (include phone number, mailing address and email address)

AJ Farris, 1200 E 18th St. KCMO 64108, ajfarris@kcata, 816-346-0332

If your project involves ground disturbance and or construction, please include the following:

- Project vicinity map
- Project site plan showing access points and project boundaries
- Other useful maps as appropriate (Google Earth aerial, EPA NEPA Assist Map, Wetlands, etc.)
- A few photographs of the site if useful to illustrate important features
- Details pertaining to the depth of soil excavation
- Note if the soil has been previously disturbed by prior construction or other activity
- List parks or recreation areas within the project vicinity
- Any previous consultations that might be still relevant? (EPA, SHPO, or DOTs)

II. NEPA Class of Action

Answer the following questions to determine the project's potential class of action. If the answer to any of the questions in **Section A** is "YES", contact the FTA Region VII office to determine whether the project requires preparation of a NEPA environmental assessment (EA) or environmental impact statement (EIS).

A. Will the project significantly impact the natural, social and/or economic environment?

☐ YES (contact FTA Regional office)

☒ NO (continue)

A.1 Is the significance of the project's social, economic or environmental impacts unknown?

☐ YES (contact FTA Regional office)

☒ NO (continue)

A.2 Is the project likely to require detailed evaluation of more than a few potential impacts?

☐ YES (contact FTA Regional office)

☒ NO (continue)

A.3 Is the project likely to generate significant public discussion, concern or controversy, even though it may be limited to a relatively small subset of the community?

☐ YES (contact FTA Regional office)

☒ NO (continue)

B. Does the project appear on the following list of Categorical Exclusions (CEs)?

The types of activities listed below describe actions which, when the corresponding conditions are met, are under usual circumstances categorically excluded from further NEPA analysis under [23 CFR 771.118\(c\)](#). Unusual circumstances may include, but are not limited to, the presence of wetlands, historic buildings and structures, parklands, or floodplains in the project area, or the potential for the project to impact other resources.

☒ YES (If checked AND there are no special circumstances, check the applicable box and briefly describe the activity in Section III. A; then proceed to the signature block on the back page.)

☐ NO (continue to Section II. C)

[23 CFR 771.118\(c\)\(1-16\)](#)

☐ (1) Utility and Similar Appurtenance Action

- ☐ (2) Pedestrian or Bicycle Action
- ☐ (3) Environmental Mitigation or Stewardship Activity
- ☐ (4) Planning and Administrative Activity
- ☐ (5) Activities Promoting Transportation Safety, Security, Accessibility and Communication
- ☐ (6) Acquisition, Transfer of Real Property Interest
- ☐ (7) Acquisition, Rehab, Maintenance of Vehicles or Equipment
- ☐ (8) Maintenance, Rehab, Reconstruction of Facilities
 - ☐ (9) Assembly or Construction of Facilities
 - ☐ (10) Joint Development of Facilities
 - ☐ (11) Emergency Recovery Actions
- ☐ (Several conditions attach to this type of CE. We recommend you consult with FTA if you think this CE may apply to your action.)
- ☒ (12) Projects Entirely within the Existing Operational Right-of-Way.
- ☐ (13) Federally Funded Projects
(Must be less than \$5 million in federal funding, or have a total estimated cost of not more than \$30,000,000 and Federal funds comprising less than 15 percent of the total estimated project cost.)
- ☐ (14) Bridge Removal and Related Activities.
- ☐ (15) Preventative Maintenance to Certain Culverts and Channels
- ☐ (16) Geotechnical and Similar Investigations

C. Does the project appear on the following list of potential documented Categorical Exclusions?

Projects that are categorical exclusions under [23 CFR 771.118\(d\)](#) require additional documentation demonstrating that the specific conditions or criteria for the CEs are satisfied and that significant effects will not result.

☒ YES (Check correct box below and continue to Part III)

☐ NO (Contact FTA Regional Office)

[23 CFR 771.118\(d\)\(1-8\)](#)

- ☐ (1) Modernization of a highway by resurfacing, restoring, rehabilitating, or reconstructing shoulders or auxiliary lanes.
- ☐ (2) Bridge replacement or construction of grade separation of at-grade rail crossings.
- ☐ (3) Acquisition of land for hardship or protective purposes. (NOTE: Hardship and protective buying will be permitted only for one or a limited number of parcels, and only where it will not limit the evaluation of alternatives (including alignment shifts) for planned construction projects.)
- ☐

☐	(4) Acquisition of right-of-way. (NOTE: No project development on the acquired right-of-way may proceed until the NEPA process, including consideration of alternatives, where appropriate, has been completed.)
☐	
☐	(5) Reserved.
☒	(6) Facility modernization through construction or replacement of existing components.
	(7) Minor facility realignment for rail safety purposes
	(8) Modernization/minor expansion of facilities/structures outside existing ROW

III. Additional Information Requested for Documented CEs

If you checked "Yes" to any of the Actions in Part II. C, complete each relevant subject area for Part III. Sections A-Z and submit to FTA. Depending on the project, some of the subject areas may not be applicable. In such cases, no discussion is needed.

The list below is not all-inclusive. If your proposed project has the potential to cause impacts to resources which are not listed below, please provide supplemental information about those potential impacts.

A. Detailed Project Description

Describe the project and explain how it satisfies the purpose and need identified in Part I.

Construct and improve transit stops and pedestrian amenities along the State Avenue Corridor in Kansas City, Kansas. This project includes the improvement of up to 28 transit stop locations and construction of sidewalk and ADA improvements. Improvements include placement of passenger amenities such as transit benches, shelters, information kiosks, and trash cans. Pedestrian improvements include the construction of one section of sidewalk and any ADA improvements such as curb ramps. All proposed work will be within the existing roadway right of way.

B. Location and Zoning

Attach a map identifying the project's location and surrounding land uses. Note any critical resource areas (historic, cultural or environmental) or sensitive noise or vibration receptors (schools, hospitals, churches, residences, etc). If known, briefly describe the project area's zoning and indicate whether the proposed project is consistent with it. Briefly describe the geographic, demographic, economic and population characteristics in the project vicinity.

See attached

C. Traffic

Describe potential traffic and parking impacts, including whether the existing roadways have adequate capacity to handle increased bus or other vehicular traffic. Include a map or diagram if the project will modify existing roadway configurations. Describe connectivity to other transportation facilities and modes, and coordination with relevant agencies.

This project will not impact the existing roadway configuration or roadway capacity. KCATA's 101 State Ave currently provide service on this section of State Avenue. We have been in coordination with the Unified Government of Kansas City and Wyandotte county for their continued support of the project.

D. Aesthetics

Will the project have an adverse effect on a scenic vista?

- ☒ No
☐ Yes, describe

Will the project substantially degrade the existing visual character or quality of the site and its surroundings?

- ☒ No
☐ Yes, describe

E. Air Quality

Does the project have the potential to impact air quality?

- ☐ No
☒ Yes, describe

Is the project located in an EPA-designated non-attainment or maintenance area?

- ☒ No
☐ Yes, indicate the criteria pollutant and contact FTA to determine if a hot spot analysis is necessary.
☐ Carbon Monoxide (CO)
☐ Ozone (O₃)
☐ Particulate Matter (PM₁₀ or PM_{2.5})

If the non-attainment area is also in a metropolitan area, was the project included in the MPO's Transportation Improvement Program (TIP) air quality conformity analysis?

- ☐ No
☐ Yes Date of USDOT conformity finding:

F. Environmental Justice

Determine the presence of minority and low-income populations (business owners, land owners, and residents) within approx a quarter-mile of the project area. Indicate whether the project will have disproportionately high and adverse impacts on minority or low-income populations. Describe any potential adverse effects. Describe outreach efforts targeted specifically at minority or low-income populations.

There are no adverse affects as part of this project.

G. Floodplains

Is the proposed project located within the Federal Emergency Management Agency (FEMA) 100-year floodplain or regulatory floodway?

☒ No

☐ Yes, describe potential impacts, indicate if the project will impact the base flood elevation, and if available, include or link to the FEMA Flood Insurance Rate Map (FIRM) with the project location identified.

H. Hazardous Materials

Is there any known or potential contamination at the project site or adjacent properties? This may include, but not limited to, lead/asbestos in existing facilities or building materials; above or below ground storage tanks; or history of industrial uses of the site.

☒ No, describe steps taken to determine whether hazardous materials are present on the site.

☐ Yes, note mitigation and clean-up measures that will be taken to remove hazardous materials from the project site. If the project includes property acquisition, identify if a Phase I Environmental Site Assessment for the land to be acquired has been completed and the results.

I. Navigable Waterways

Does the proposed project cross or have the potential to impact a navigable waterway? (Project in close proximity to the Missouri, Kansas, Mississippi Rivers, etc.)

☒ No

☐ Yes, describe potential impacts and any coordination with the US Coast Guard.

J. Noise and vibration

Does the project have the potential to increase noise or vibration?

- ☒ No
- ☐ Yes, describe impact and provide map identifying sensitive receptors such as nearby schools, hospitals, parks and residences. If the project will result in a change in noise and vibration sources, you must use FTA's "Transit Noise and Vibration Impact Assessment" methodology to determine impact, and contact Region VII for any assistance.

K. Prime and Unique Farmlands

Does the proposal involve the conversion of any prime, state, or unique farmlands for compliance with the U.S. Department of Agriculture (USDA) Farmland Protection Policy Act (FPPA)?

- ☒ No
- ☐ Yes, describe potential impacts and any coordination with the USDA Natural Resources Conservation Service (NRCS).

L. Historic & Cultural Resources

Impacts to Historic, cultural, archeological, or recreational properties may trigger Section 106, Tribal consultations, or a Section 4(f) evaluation, requiring consideration of avoidance alternatives.

Does the project involve any ground disturbing activities?

- ☐ No
- ☒ Yes, provide the approximate maximum ground disturbance depth. Also provide information on previous disturbances or where ground disturbance will occur.

The maximum ground disturbance depth at each station location is inches. The areas have been previously disturbed by site buildings and sidewalk construction.

Are there any historic resources in the vicinity of the project?

- ☒ No
- ☐ Yes, attach photos if possible of structures more than 45 years old that are within or adjacent to the project site and describe any direct or indirect impacts the project may cause.

M. Biological

Are there any species located within the project vicinity that are listed as threatened or endangered under the Endangered Species Act? Determine this by obtaining lists of threatened and endangered species and critical habitat from the US Fish and Wildlife Service website under the Information for Planning and Consultation (IPaC) tool.

No

Describe any critical habitat, essential fish habitat or other ecologically sensitive areas that you are aware of within or near the project area.

N. Recreational

Is the project located in or adjacent to a public park, wildlife refuge or recreation area for compliance with DOT Sec 4(f)?

☒ No

☐ Yes, provide information on potential impacts to the park or recreation area. Please also indicate if the park involved Land and Water Conservation Act funds for compliance with Section 6(f).

O. Water Quality

Does the project have the potential to impact water quality, including during construction.

☒ No

☐ Yes, describe potential impacts and best management practices which will be in place.

Will there be an increase in new impervious surface or restored pervious surface?

☒ No

☐ Yes, describe potential impacts and proposed treatment and control for stormwater runoff.

Is the project located in the vicinity of an EPA-designated sole source aquifer (SSA)?

☒ No

☐ Yes, provide the name of the aquifer which the project is located in and describe any potential impacts to the aquifer

P. Wetlands

Does the proposal temporarily or permanently impact wetlands or require alterations to streams or waterways?

☒ No

☐ Yes, describe potential impacts

Q. Construction Impacts

Describe the construction plan and identify impacts due to construction noise, utility disruption, debris and soil disposal, and staging areas. Address air and water quality impacts, safety and security issues, and any disruptions to traffic and access to property.

Construction of these stations will require temporary lane closures adjacent to the station area. The stations will not be constructed concurrently and will not block access to the facilities. Construction will require removal of the existing sidewalk at each location and excavation (36" maximum) for power supply to the stations, shelters, and the station platforms. Construction contract provisions will require proper disposal of soils and debris. There will be temporary noise impacts associated with construction.

R. Property Acquisition

If property is to be acquired for the project, indicate whether acquisition will result in relocation of businesses or individuals for compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act).

No Property Acquisition

S. Energy

If the project includes the construction or reconstruction of a building, identify potential opportunities to conserve energy which could be employed. This includes building materials and techniques used for construction; special innovative conservation features; fuel use for heating, cooling and operations; and alternative renewable energy sources (solar, wind, geothermal, etc.)

N/A

T. Public Involvement

Describe any public outreach efforts undertaken on behalf of the project. Indicate opportunities for public meetings (e.g. board meetings, open houses, special hearings). Indicate any significant concerns expressed by agencies or the public regarding the project.

Public involvement has been undertaken through the Unified Government Planning Staff to identify State Avenue as a priority corridor for these types of improvements. As we move forward we will continue to inform the public of the improvements and any potential impacts.

U. Mitigation Measures

Describe any and all measures to be taken to mitigate project cumulative and indirect impacts identified from the NEPA review.

N/A

V.	State and Local Policies and Ordinances Is the project in compliance with all applicable state and local policies and ordinances? ☐ No, describe noncompliance: ☒ Yes	
W.	Related Federal and State/Local Actions (Check all that apply) ☐ Corps of Engineers Permit (Section 10, Section 404) ☐ Coast Guard Permit ☐ Endangered Species Act (ESA) ☐ Floodplain Development Permit ☐ Executive Order 11988, Floodplain Management ☐ Local Building or Site Development Permits ☐ National Historic Preservation Act-Section 106 Consultation ☐ National Pollutant Discharge Elimination System General Construction Permit ☐ Solid Waste Discharge Permit ☐ Section 4(f) (Public Parks; Historic or Recreational Properties; Wildlife Refuges) ☐ Section 6(f) (Recreational Properties) ☐ Section 106 (Historic Properties) ☐ Stormwater Management Plan ☐ Erosion and Sediment Control Plan ☐ Water Rights Permit ☐ Water Quality Certification—Section 401 ☐ Tribal Consultation or Permits (if any, describe below) ☐ Other Others (describe as applicable):	
X.	Date: 5/21/2024	
Y.	Submitted By: Tracy Logan	
Z.	Project Sponsor/Grantee: AJ Farris 	
FTA Approval:		Date:

Please submit an electronic copy with attachments and a transmittal email recommending a NEPA finding to beth.held@dot.gov or a paper copy to the address below. Contact FTA Region VII if you are unsure of these procedures.

Federal Transit Administration, Region VII

Phone: (816) 329-3934

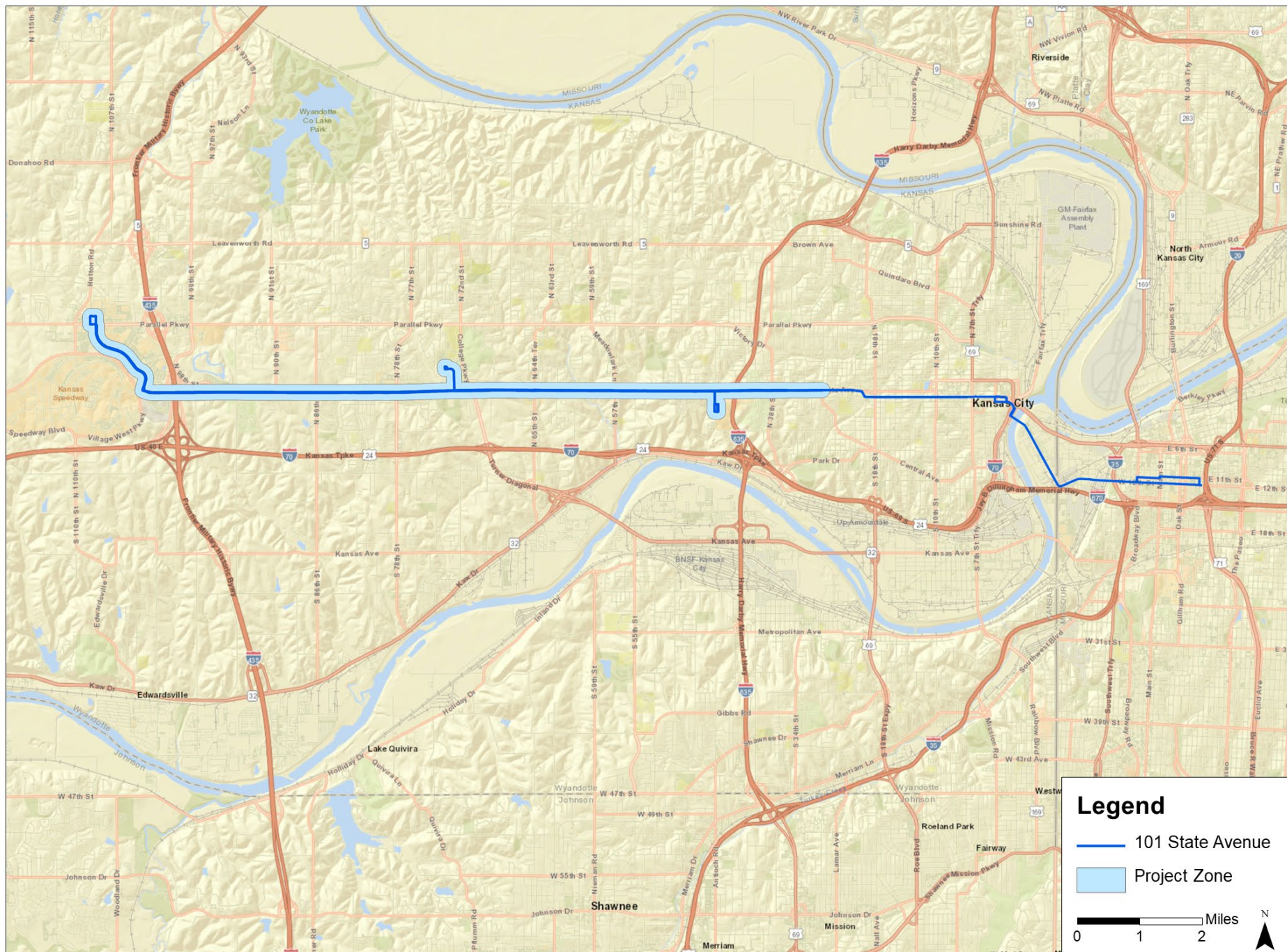
901 Locust Street, Room 404

Kansas City, MO 64106

Fax: (816) 329-3921

beth.held@dot.gov

For links to further topical guidance, please visit Region 7's [Resource Center - Environmental Guidance](#)



On State Ave at 29th St EB/WB

30'

50'

State Ave

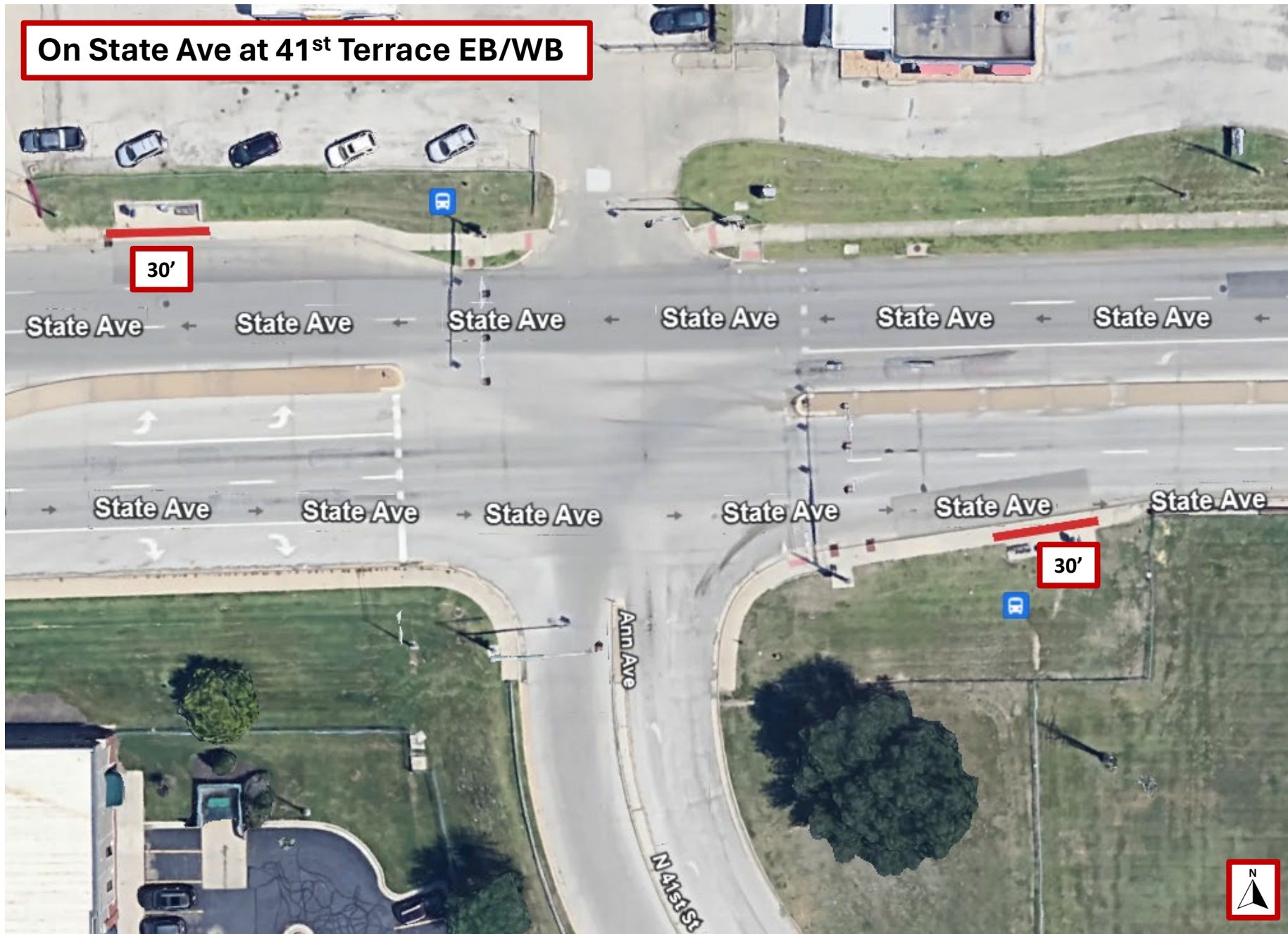
N 29 St



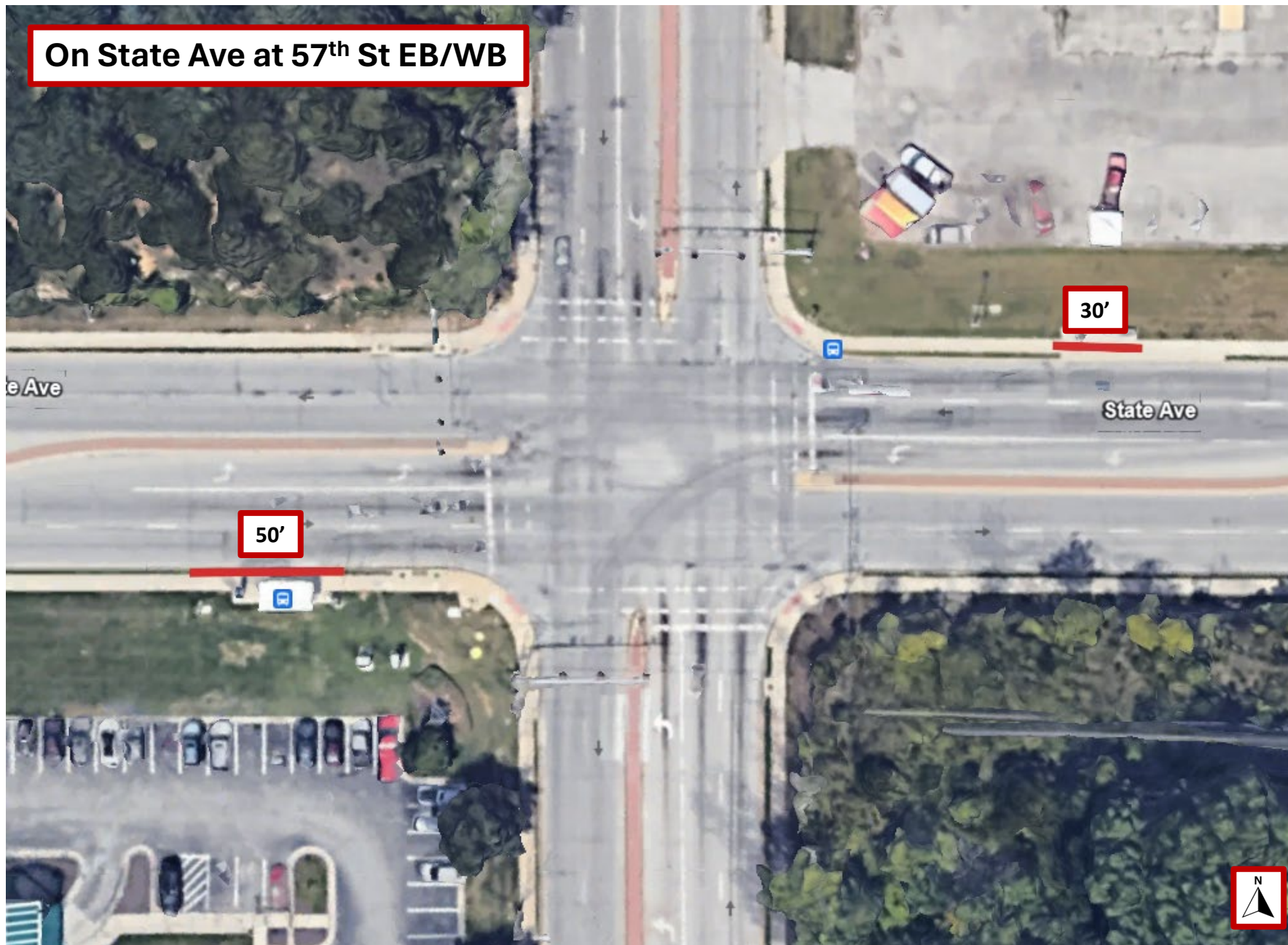
On State Ave at 37th St EB/WB



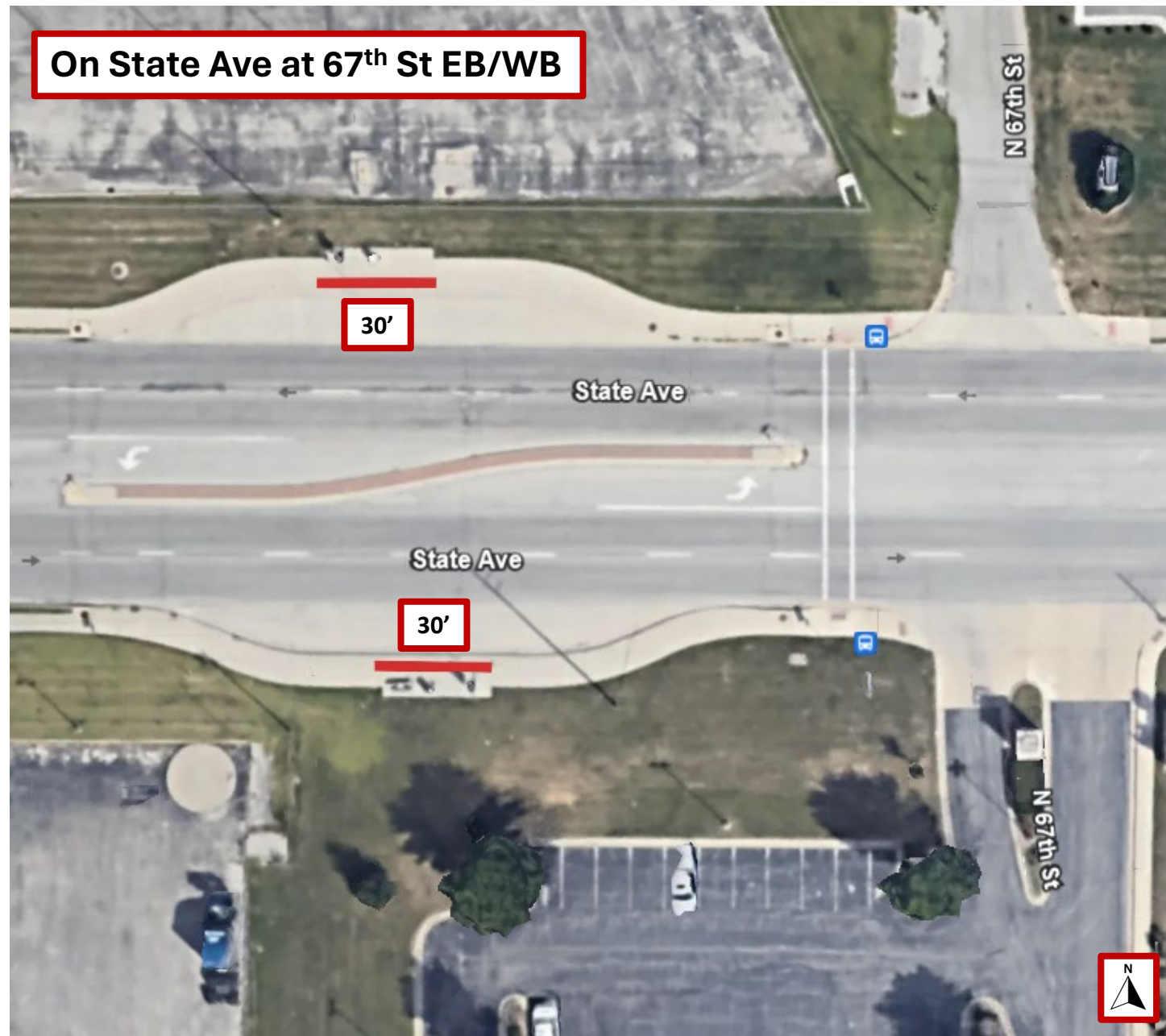
On State Ave at 41st Terrace EB/WB



On State Ave at 57th St EB/WB



On State Ave at 67th St EB/WB



On State Ave at Campus Blvd EB/WB



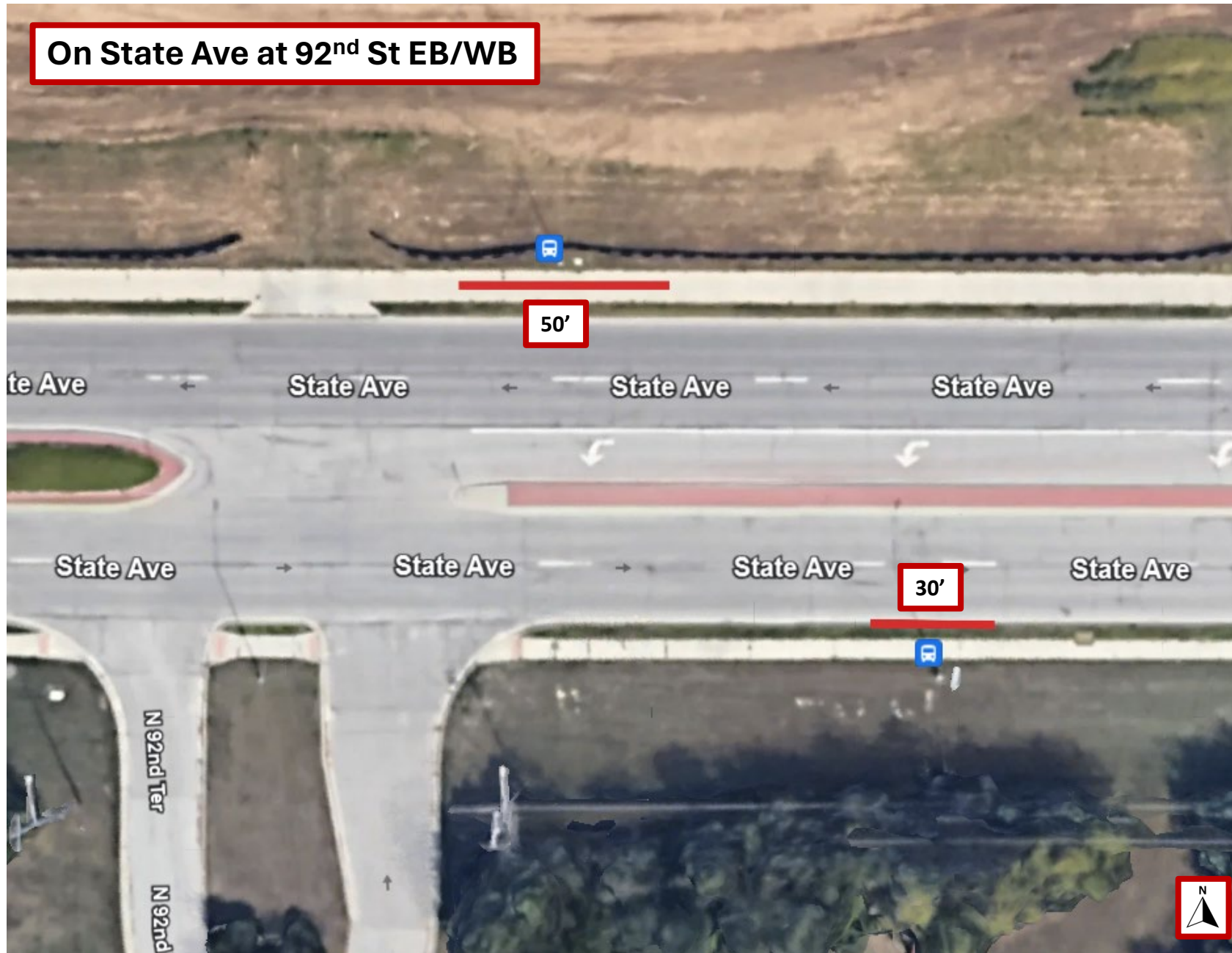
On State Ave at 78th St EB/WB



On State Ave at 82nd St EB/WB



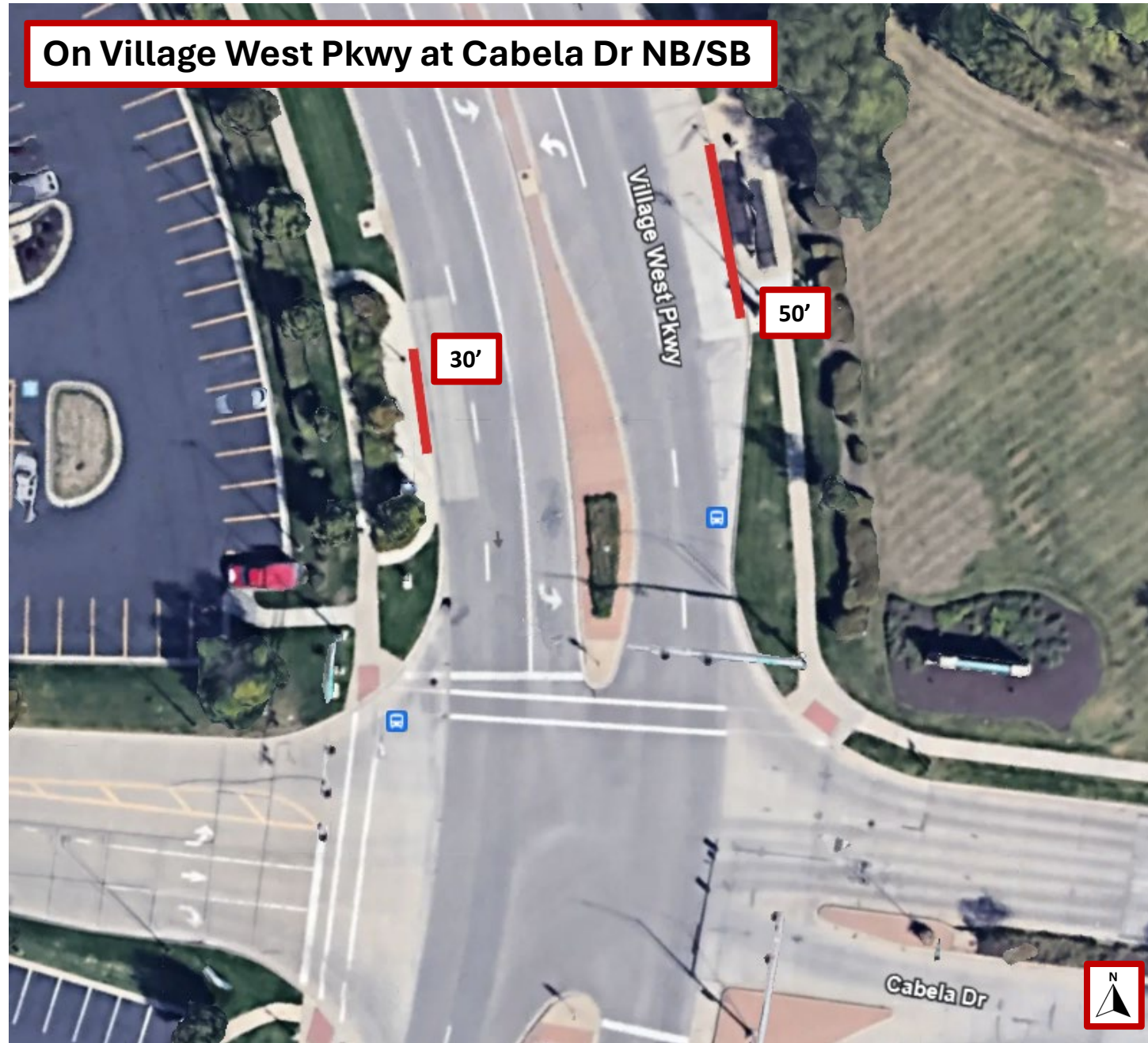
On State Ave at 92nd St EB/WB

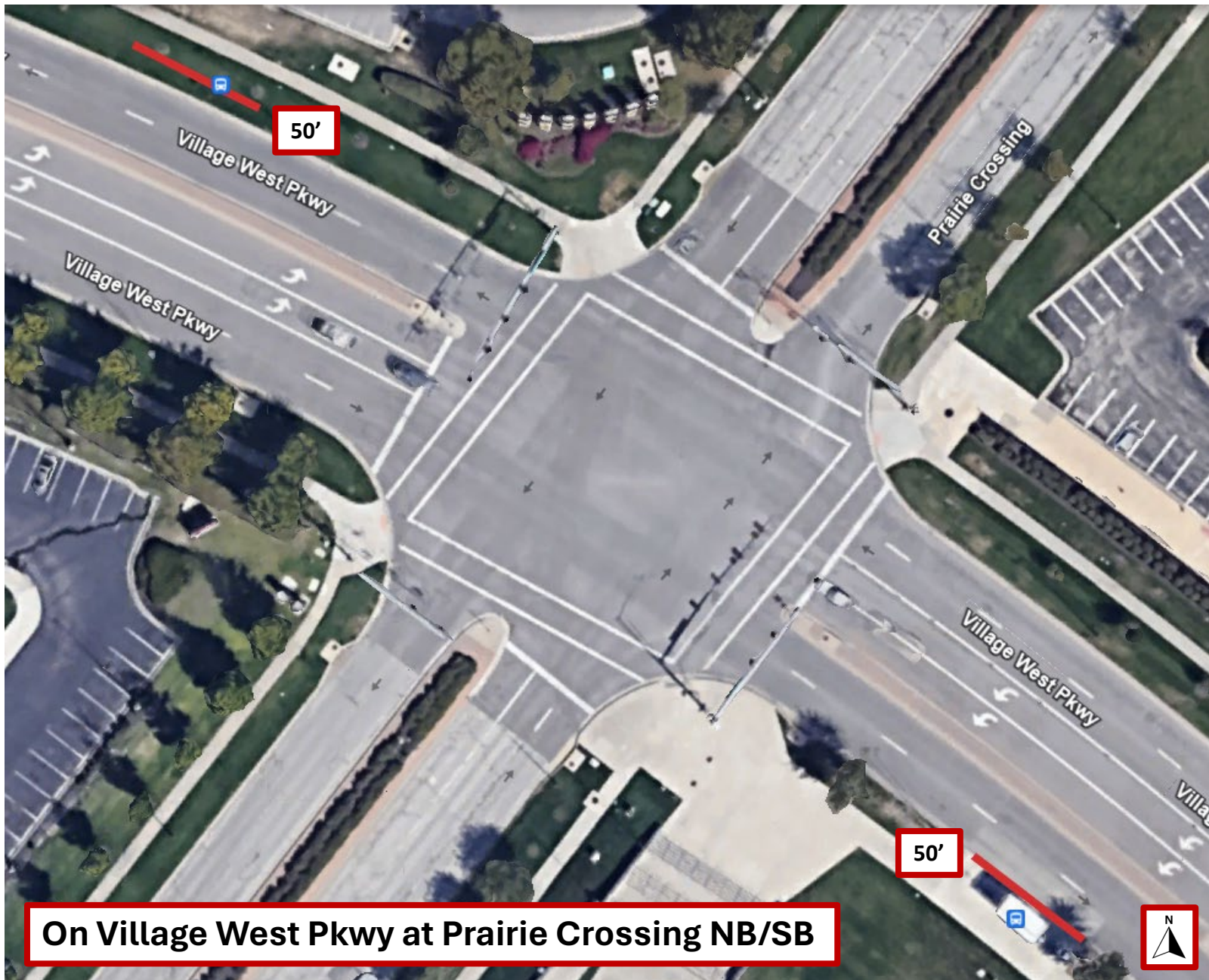


On State Ave at 94th St EB/WB



On Village West Pkwy at Cabela Dr NB/SB





On Village West Pkwy at Prairie Crossing NB/SB

On Village West Pkwy at Sunflower Ln NB/SB



Village West Walmart



Unified Government Transportation Department



Presented by: Deasiray Bush

About Us

The Unified Government Transportation (UGT) offers multimodal transit services such as fixed routes, microtransit and paratransit services, and non-emergency medical transportation.

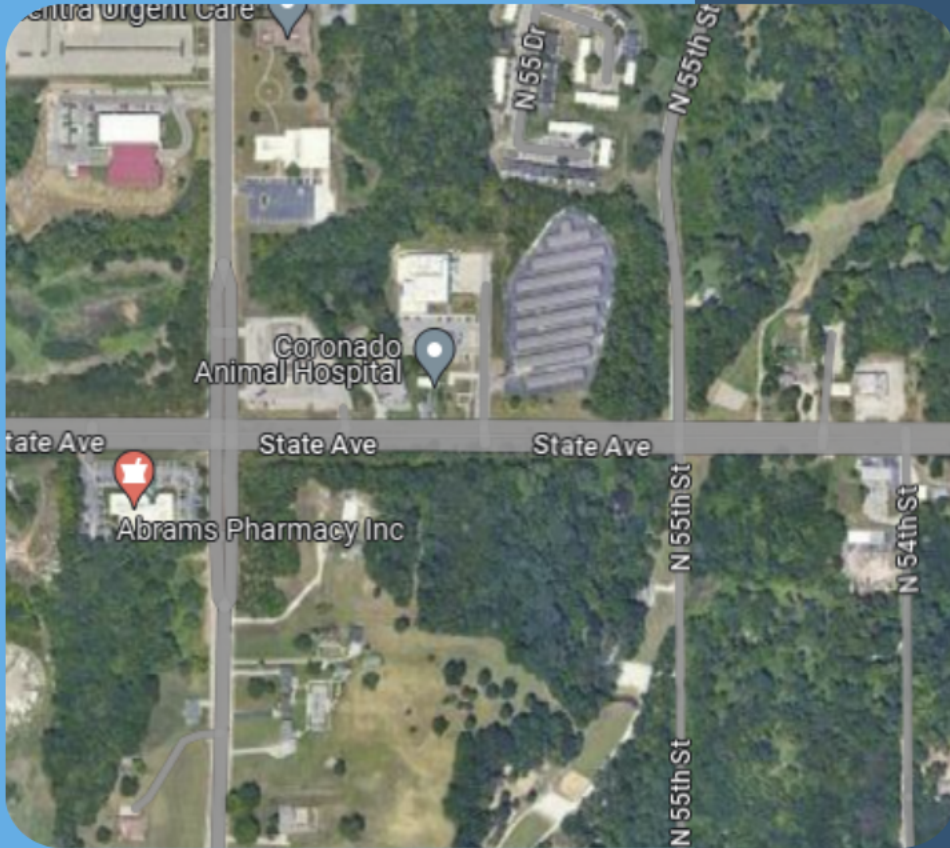
We operate under the RideKC regional brand as we collaborate and contract with the Kansas City Area Transportation Authority (KCATA) for additional services and coordinate with other regional transit providers to make the transit experience user-friendly for everyone.



**"RideKC, where every trip's a breeze,
from buses to bikes, we aim to please!"**

~UGT Team

Regional Transit Corridor Improvement



State Avenue Corridor Improvement

- **Funded by Surface Transportation Block Grant (STBG) program through the Transportation Improvement Plan (TIP)**
- **Interlocal Agreement with KCATA**
 - **The KCATA Board approved the original agreement in May 2024.**
- **Project seeks to improve transit access, safety, and operations on SmartMoves “Fast & Frequent” corridors**

Project Budget



Original Agreement

- \$1 million dollar project
 - 80/20 (grant/local match)
- Grant - \$800k
- Local Match - \$200k
 - Commission approved ARPA for local match (November 16, 2023)
- Project Total = \$1 million

Amendment

- \$1.2 million dollar project
- Received additional \$200k from MARC through TIP
- Local Match - \$250k (\$50k increase)
- Project Total = \$1.2 million



**RideKC
BUS**

Scope of Work

- **Replace dilapidated bus shelters**
- **Replace bus benches**
- **Replace or repurpose existing kiosks**

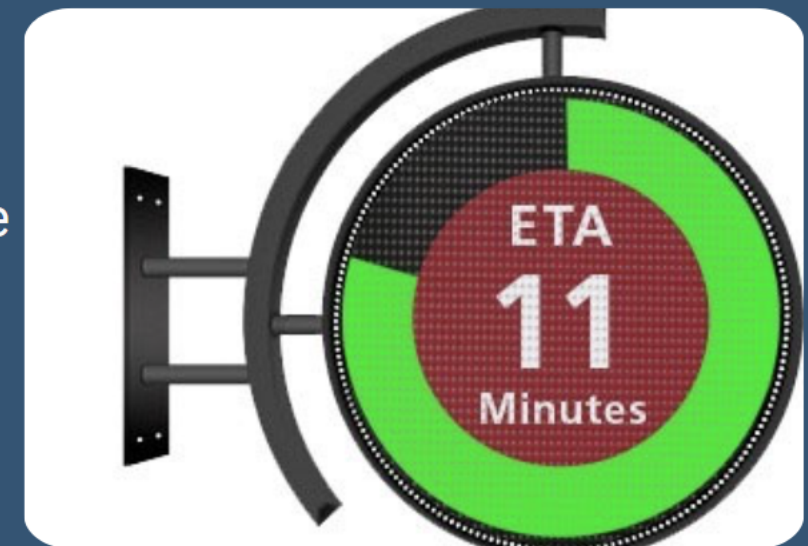
- **Replace and/or install new trash receptacles**
- **Corridor focus is 29th & State to Legends**
- **20 + locations**



"Improved bus shelters, where waiting becomes a pleasure." ~ UGT Team



Real Time Data Interface
New Bus Shelters



Questions ?



Unified Government Transportation Department

5033 State Avenue

Kansas City, Kansas 66102

Email: ugtransit@wycokck.org

Phone: 913-573-8351

Website:

www.wycokck.org/departments/transportation