



SECOND UPDATED AGENDA

Board of Commission Meeting Agenda

Thursday, August 1, 2024
7:00 PM

Location: Hybrid

We invite you to view the meeting in person in the Commissioner Chambers, Lobby Level of the Municipal Office Building, 701 N 7th Street, Kansas City, Kansas, or virtually via a Zoom webinar.

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/83274682892>

Webinar ID: 832 7468 2892

Or One tap mobile:

+16699009128,83274682892# US (San Jose)

+17193594580,83274682892# US

Or Telephone:

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

+1 669 900 9128 US (San Jose), +1 719 359 4580 US, +1 253 205 0468 US, +1 253 215 8782 US (Tacoma), +1 346 248 7799 US (Houston), +1 669 444 9171 US, +1 507 473 4847 US, +1 564 217 2000 US, +1 646 558 8656 US (New York), +1 646 931 3860 US, +1 689 278 1000 US, +1 301 715 8592 US (Washington DC), +1 305 224 1968 US, +1 309 205 3325 US, +1 312 626 6799 US (Chicago), +1 360 209 5623 US, +1 386 347 5053 US
877 853 5257 US (Toll-Free) 888 475 4499 US (Toll-Free)

International numbers available: <https://us02web.zoom.us/j/83274682892>

<u>Name</u>	<u>Absent</u>
Mayor Tyrone Garner	☐
Commissioner At-Large Dist. 1 – Melissa Bynum	☐
Commissioner At-Large Dist. 2 – Tom Burroughs	☐
Commissioner Gayle E. Townsend	☐
Commissioner Bill Burns	☐
Commissioner Christian Ramirez	☐
Commissioner Dr. Evelyn Hill	☐
Commissioner Mike Kane	☐
Commissioner Phil Lopez	☐
Commissioner Chuck Stites	☐
Commissioner Andrew Davis	☐

- I. CALL TO ORDER
- II. ROLL CALL
- III. INVOCATION
- IV. PLEDGE OF ALLEGIANCE
- V. REVISIONS TO AUGUST 1, 2024 AGENDA
AGENDA UPDATE – ADDING ITEM #12 TO CONSENT AGENDA
SECOND AGENDA UPDATE: ADDING ITEM #1 TO MAYOR’S AGENDA
- VI. ADMINISTRATOR'S AGENDA

Item No. 1 – BUDGET PRESENTATION

Synopsis: Administrator’s presentation of the amended 2024 and the proposed 2025 Unified Government budget.

Tracking #: 211938

VII. MAYOR'S AGENDA

Item No. 1 – VETO: MAYOR’S VETO TO ORDINANCE RELATED TO COMMUNITY BENEFITS FUND AND HOME REPAIRS (ADDED PER SECOND AGENDA UPDATE)

Synopsis: Veto of Mayor/Chief Executive Officer Tyrone A. Garner to Ordinance No. O-92-24 related to the Community Benefits Fund and Home Repairs.

Tracking #: 21304

VIII. CONSENT 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.

*On July 22, 2024, the **Public Works and Safety Standing Committee**, chaired by Commissioner Burroughs, voted unanimously to approve and forward to the full commission.*

Tracking #: 21220

Item No. 2 - 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 \$200,000 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.

*On July 22, 2024, the **Public Works and Safety Standing Committee**, chaired by Commissioner Burroughs, voted unanimously to approve and forward to the full commission.*

Tracking #: 21287

Item No. 3 - 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.

*On July 22, 2024, the **Public Works and Safety Standing Committee**, chaired by Commissioner Burroughs, voted unanimously to approve and forward to the full commission.*

Tracking #: 21230

Item No. 4 - 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.

*On July 22, 2024, the **Public Works and Safety Standing Committee**, chaired by Commissioner Burroughs, voted unanimously to approve and forward to the full commission.*

Tracking #: 21234

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 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.

*On July 22, 2024, the **Public Works and Safety Standing Committee**, chaired by Commissioner Burroughs, voted unanimously to approve and forward to the full commission.*

Tracking #: 21231

Item No. 6 - 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.

*On July 22, 2024, the **Public Works and Safety Standing Committee**, chaired by Commissioner Burroughs, voted unanimously to approve and forward to the full commission.*

Tracking #: 21232

Item No. 7 - 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.

*On July 22, 2024, the **Public Works and Safety Standing Committee**, chaired by Commissioner Burroughs, voted unanimously to approve and forward to the full commission.*

Tracking #: 21233

Item No. 8 - 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.

*On July 22, 2024, the **Public Works and Safety Standing Committee**, chaired by Commissioner Burroughs, voted unanimously to approve and forward to the full commission.*

Tracking #: 21245

Item No. 9 - RESOLUTION: DEVELOPMENT OF FISHER PARK COMMUNITY CENTER

Synopsis: Adoption of a resolution and presentation by Erin Stryka with Rosedale Development Association outlining plans to construct a community center at Fisher Park and intent to apply to EPA Community Change Grant.

*On July 22, 2024, the **Administration and Human Services Standing Committee**, chaired by Commissioner Bynum, voted unanimously to approve and forward to full commission.*

Tracking #: 21244

Item No. 10 - MINUTES

Synopsis: Minutes from the Special Session meeting on July 18, 2023.

Tracking #: MINUTES

Item No. 11 – WEEKLY BUSINESS

Synopsis: Weekly business materials dated June 27, 2024.

Tracking #: WEEKLY BUSINESS

Item No. 12 – AN ORDINANCE authorizing a Special Use Permit (SP2024-030) for a 10-day hazardous material/waste transfer station at 5510 Kansas Avenue, **RECOMMENDED FOR APPROVAL. (ADDED PER AGENDA UPDATE)**

Tracking #: 21278

IX. PUBLIC HEARING AGENDA

X. STANDING COMMITTEES' AGENDA

Item No. 1 - RESOLUTION: AMENDING DEADLINES RELATED TO ISSUANCE OF INDUSTRIAL REVENUE BONDS (AMERICAN ROYAL PROJECT)

Synopsis: A resolution extending deadlines in the previously adopted Resolution of Intent to issue Industrial Revenue Bonds for the American Royal Project in the amount of \$250,000,000 to December 31, 2024.

*This item was scheduled to appear before the **Economic Development and Finance Standing Committee**, chaired by Commissioner Burroughs, on July 29, 2024. It was requested, and approved by the Mayor, to fast-track this item to the August 1, 2024, full commission meeting.*

Tracking #: 21291

Item No. 2 - RESOLUTION: COMMUNITY DEVELOPMENT DRAFT 2024 ANNUAL ACTION PLAN

Synopsis: Resolution approving the draft 2024 Annual Action Plan. The Annual Action Plan is required to be submitted annually to the U.S. Department of Housing and Urban Development in order to receive three grants: Community Development Block Grant (CDBG), HOME Investment Partnership Grant (HOME) and Emergency Solutions Grant (ESG), for submission to HUD prior to August 16, 2024. See attached summary or view the entire plan at <https://www.wycokck.org/Departments/Community-Development/Plans-Reports>.

*This item was scheduled to appear before the **Neighborhood & Community Development Standing Committee**, chaired by Commissioner Davis, on July 29, 2024. It was requested, and approved by the Mayor, to fast-track this item to the August 1, 2024, full commission meeting.*

Tracking #: 21268

XI. COMMISSIONERS' AGENDA

XII. LAND BANK BOARD OF TRUSTEES' CONSENT AGENDA

XIII. PUBLIC ANNOUNCEMENT

XIV. ADJOURN

**AGENDA UPDATE
UNIFIED GOVERNMENT COMMISSION MEETING
THURSDAY, AUGUST 1, 2024**

ADDING ITEM

VIII. CONSENT AGENDA

Item No. 12 – AN ORDINANCE authorizing a Special Use Permit (SP2024-030) for a 10-day hazardous material/waste transfer station at 5510 Kansas Avenue,

RECOMMENDED FOR APPROVAL.

Tracking #: 21278

**SECOND AGENDA UPDATE
UNIFIED GOVERNMENT COMMISSION MEETING
THURSDAY, AUGUST 1, 2024**

ADDING ITEM

VII. MAYOR’S AGENDA

**Item No. 1 – VETO: MAYOR’S VETO TO ORDINANCE RELATED TO
COMMUNITY BENEFITS FUND AND HOME REPAIRS**

Synopsis: Veto of Mayor/Chief Executive Officer Tyrone A. Garner to Ordinance No. O-92-24 related to the Community Benefits Fund and Home Repairs.

Tracking #: 21304



Report to Full Commission

MEETING DATE	PRESENTER	DEPARTMENT
	Reginald Lindsey, Director Debbie Jonscher, Assistant Finance Director rlindsey@wycokck.org, djonscher@wycokck.org x5292, x5847	Finance
AGENDA ITEM #VI.1.		
BUDGET PRESENTATION		
BACKGROUND		
Administrator's presentation of the amended 2024 Unified Government budget and the proposed 2025 Unified Government budget.		
RECOMMENDATION		
Approve		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
NA		
IT/POLICY CONSIDERATIONS		
PROCUREMENT CONSIDERATIONS		
LEGAL CONSIDERATIONS		
ATTACHMENTS		

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



Report to Full Commission

MEETING DATE	PRESENTER	DEPARTMENT
	Irene Caudillo, Chief of Staff icaudillo@wycokck.org x5010	Mayor's Office
AGENDA ITEM #VII.1.		
VETO: MAYOR'S VETO TO ORDINANCE RELATED TO COMMUNITY BENEFITS FUND AND HOME REPAIRS		
BACKGROUND		
Veto of Mayor/Chief Executive Officer Tyrone A. Garner to Ordinance No. O-92-24 related to the Community Benefits Fund and Home Repairs.		
RECOMMENDATION		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
IT/POLICY CONSIDERATIONS		
PROCUREMENT CONSIDERATIONS		
LEGAL CONSIDERATIONS		
ATTACHMENTS		
SKM_C550i24080115230		

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



Unified Government of
Wyandotte County/Kansas City, Kansas
Tyrone A. Garner, Mayor/CEO

To: Unified Government Board of Commissioners, Unified Government Clerk
From: Mayor/Chief Executive Officer Tyrone Garner
Date: August 1, 2024
Subject: Ordinance No O-92-24 amending Section 27-801 of the code of UG related to the Community Benefits Fund and home repairs

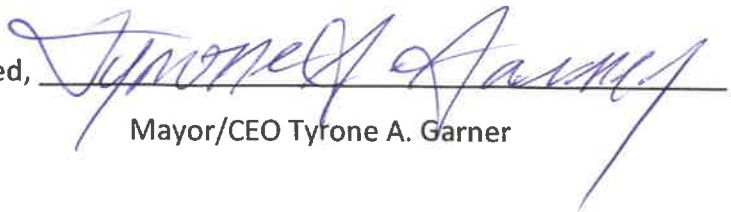
Charter Ordinance 114, Section 1 subsection 2.10, B-VETO in part provide that the CEO/Mayor shall have the power to sign or veto any ordinance or resolution passed by the commission...if the CEO/Mayor does not sign his or her approval of the ordinance or return the same with his or her veto, stating his objection in writing, on or before the next regular meeting of the Unified Board of Commissioner...

This is my official notification that I am exercising the authority granted to me under Charter Ordinance 114, Section 1, subset section 2.10-Veto and I hereby veto those actions taken during July 25, 2024, Unified Government Commission meeting pertaining to Ordinance No. O-92-24 amending section 27-801 of the code of Unified Government of Wyandotte County/Kansas City Kansas related to the Community Benefits Fund and Home Repairs.

This amendment creates unclear roles of Livable Neighborhood Taskforce and Community Benefits Advisory Board. This amendment also does not show the correct pathway for any committee recommendations, which is to first come to the Mayor and County administrator to be assigned for disposition to a standing committee or bridge to the commission for final approval.

This Veto notification action is to be placed on the Commission agenda under the mayors agenda after the budget presentation of the full Unified Government of WYCO/KCK commission meeting slated for 8/1/2024.

Signed, _____


Mayor/CEO Tyrone A. Garner

cc: David Johnston, CA
Angela Lawson, Acting Chief Legal Council

701 North 7th Street, Suite 926
Kansas City, Kansas 66101
Phone: (913) 573-5010
Email: mayorgarner@wycokck.org

ORDINANCE NO. O- 92-24

AN ORDINANCE AMENDING SECTION 27-801 OF THE CODE OF UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, RELATED TO THE COMMUNITY BENEFITS FUND AND HOME REPAIRS

WHEREAS, the existing community benefits ordinance, codified as section 27-801 of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas, identifies a senior home repair program as an eligible expenditure category;

WHEREAS, the Livable Neighborhoods Task Force administers a minor home repair program that is related to this expenditure category; and

WHEREAS, Livable Neighborhoods experiences high demand for its services and is currently oversubscribed for the minor home repair program.

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

Section 1. That Section 27-801 of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas, is amended to read as follows:

Sec. 27-801. Community Benefits Fund

(a) *Purpose.* The Unified Government is committed to community outreach and engagement that promotes transparency and accountability and that ensures development projects in Wyandotte County benefit and promote economic growth and prosperity for all residents.

(b) *Definitions.* For purposes of this section, the following words and phrases shall have the meanings respectively ascribed to them by this subsection:

Community Benefits Advisory Board or advisory board means those certain members appointed by the mayor/CEO and commissioners to serve as members pursuant to this section.

Community Benefits Fund or benefits fund means the designated funds collected by the unified government for the purpose of disbursement pursuant to a recommendation by the advisory board to the economic development and finance standing committee.

Economic Incentive or economic incentive means any public assistance that lowers the market cost of completing an economic development project, such as land transfers below market rate or any economic incentive tool utilized by the department of economic

development. Economic incentive does not include benefits received under the Neighborhood Revitalization Act pursuant to K.S.A. 12-17,114 *et seq.*

(c) *Community Benefits Advisory Board.*

(1) The Community Benefits Advisory Board shall consist of eleven members appointed by the mayor/CEO and the commissioners. The mayor/CEO shall appoint the chair from among the members of the advisory board and the mayor pro tem shall appoint the vice-chair from among the members of the advisory board. Only residents of the county, or owners or chief executive officers of businesses located in the county, are eligible to serve as members of the advisory board. Members of the advisory board shall be residents of the appointing commissioner's district, or the business shall be located in the appointing commissioner's district, as the case may be.

Notwithstanding any other provision of this subsection to the contrary, of the members first appointed to the advisory board after the effective date of this ordinance, those members appointed by the mayor/CEO, and those members appointed by the at-large commissioner and commissioners representing even-numbered districts, shall serve an initial one-year term and then shall serve two-year terms thereafter. All other members serve two-year terms.

(2) The advisory board may meet upon the call of the chair. The board shall act in an advisory capacity only and may act to forward recommendations to the mayor/CEO, for assignment to the economic development and finance standing committee, how the funds in the benefits fund are to be allocated.

(3) To the extent permitted by state and local law, one-half of all administrative fees and issuance fees received by the unified government on and after January 1, 2024, as a result of any new development projects located in the city funded by utilizing economic incentives shall be set aside in the benefits fund.

(4) As necessary, or when requested by the mayor/CEO or the board of commissioners, the advisory board may open a public comment period consisting of no less than sixty (60) days to receive feedback from the community on which category or categories described in subsection (d) of this section those funds in the benefits fund should be spent.

(5) The public comment period may be completed with the help and advice of those Unified Government departments and staff assigned by the county administrator. Tools for community engagement may include town halls, online surveys, attendance at neighborhood meetings, attending public events, marketing, and multi-language meetings.

(6) After the public comment period, the advisory board may convene a public hearing on the matter, after providing proper notice. The advisory board shall forward any recommendation to the economic development and finance standing

committee. Any such recommendation requires an affirmative vote of a majority of all members of the advisory board.

(7) The advisory board shall be subject to the Kansas Open Meetings Act, K.S.A. 75-4317 *et seq.*, and the Kansas Open Records Act, K.S.A. 45-215 *et seq.*, and members of the advisory board shall be subject to the Unified Government Code of Ethics.

(8) The economic development and finance standing committee may consider any such recommendation of the advisory board at its next regularly scheduled meeting. Upon hearing the matter, the economic development and finance standing committee may recommend to the board of commissioners how the funds in the benefits fund that year are to be spent. The economic development and finance standing committee may amend the recommendation forwarded by the advisory board or may enhance or reduce the amounts contained therein.

(d) The categories of permitted expenditures from the benefits fund shall be limited to the following:

(1) The minor home repair program administered through the Livable Neighborhoods Task Force of the Unified Government, with eligibility for the program determined by guidelines adopted by the Livable Neighborhoods Task Force;

(3) A local affordable housing trust fund; and

(3) Licensed childcare projects or programs;

(e) The distribution of community benefits made pursuant to this section shall not exceed an amount that is one-third of the money in the benefits fund for any one category described in subsection (d) of this section; except that such limitation may be exceeded or waived for any distribution upon a two-thirds vote of the board of commissioners. The distribution of community benefits made pursuant to this section shall include those distressed areas identified as Qualified Census Tracts for that year, as identified by the federal Department of Housing and Urban Development pursuant to notice in the Federal Register.

(f) *Allocation.* Allocations made pursuant to this section may occur starting June 1, 2024, or when the benefits fund has moneys totaling at least \$500,000, whichever occurs first.

(g) *Eligibility.* Recipients of funds pursuant to this section shall not be delinquent on any taxes, fines, and fees owed to the unified government. All recipients shall be residents of the city, or shall be an entity duly licensed and located in the city. No member of the advisory board shall be a recipient of funds pursuant to this section, or shall represent an entity that is a recipient of such funds.

(h) *Exemptions.* The requirements of this section may be waived in whole or in part by resolution of the board of commissioners upon submission by the mayor/CEO, in consultation with the county administrator.

(g) *Policy Review.* In consultation with the unified government legal department, the advisory board shall review the effectiveness of this ordinance and make recommendations based on that review every two years. A review report shall be submitted to the economic development and finance standing committee for consideration.

Section 2. That said original section 27-801 be and the same is hereby repealed.

Section 3. Effective Date. This ordinance shall take effect and be in full force from and after its passage and approval, and publication in the official newspaper.

**APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS,
THIS 25 DAY OF July 2024.**

Tyrone A. Garner, Mayor/CEO

Attest:

Unified Government Interim Clerk

Approved as to Form:



Unified Government Chief Counsel



Report to
Neighborhood & Community Development

APPROVED BY
UNIFIED BOARD OF COMMISSIONERS

JUL 25 2024

MEETING DATE	PRESENTER	DEPARTMENT
JUL 08 2024	Jeffrey Conway, Assistant Counsel jconway@wycokck.org x5075	Legal
AGENDA ITEM #IV.2.		
ORDINANCE: AMENDING COMMUNITY BENEFITS ORDINANCE		
BACKGROUND		
Approval of an ordinance amending Section 27-801 of the Municipal Code (Community Benefits Fund) to identify the minor home repair program administered through Livable Neighborhoods as an eligible expenditure. <i>On December 7, 2023, The Board of Commission previously approved O-160-23 establishing the Community Benefits Fund and permitted expenses.</i>		
RECOMMENDATION		
Approve		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
7.8.24		
IT/POLICY CONSIDERATIONS		
PROCUREMENT CONSIDERATIONS		
LEGAL CONSIDERATIONS		
ATTACHMENTS		
Minor home repair amended ordinance		

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

[Signature] 7/2/2024



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



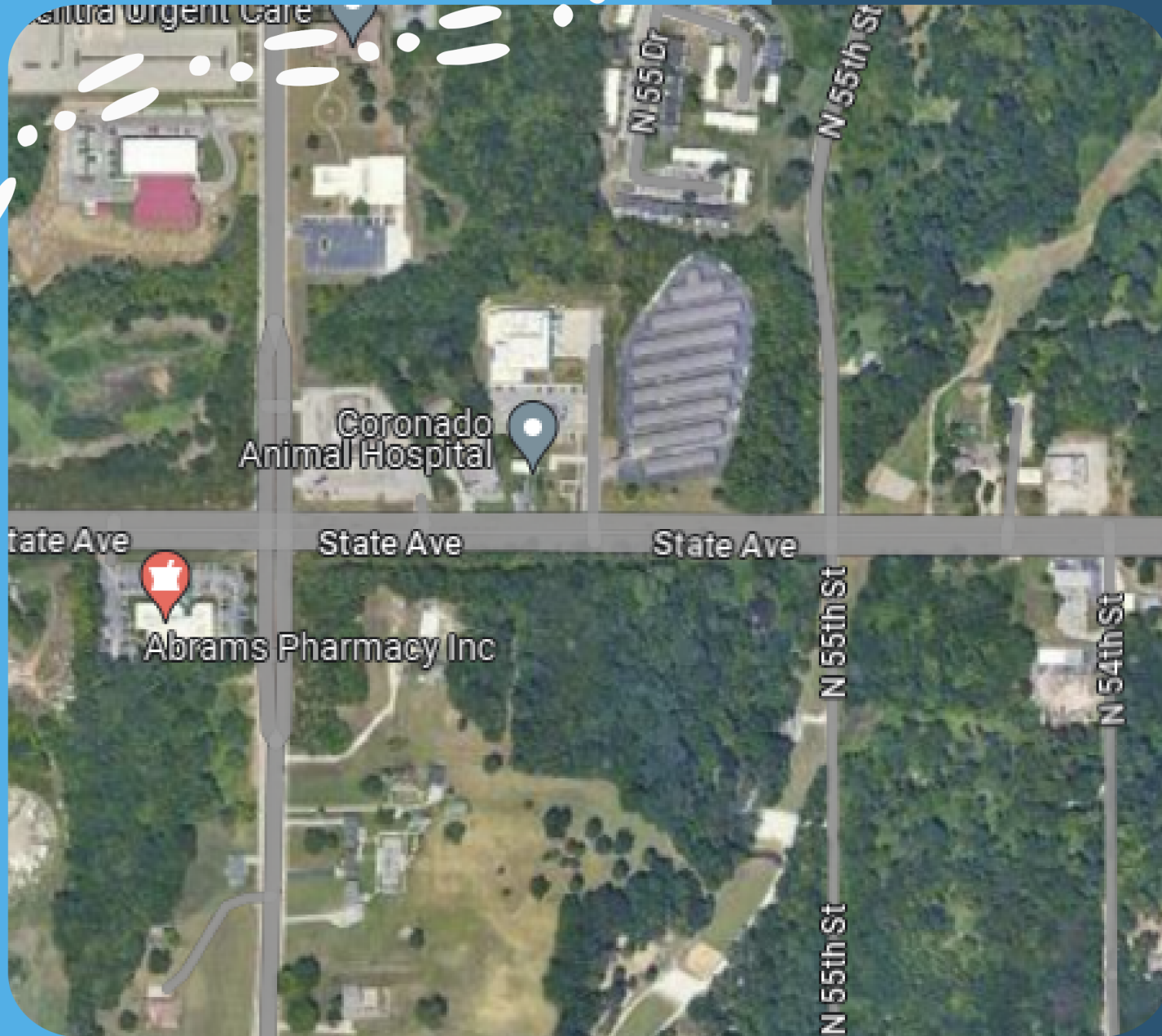
About Us



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





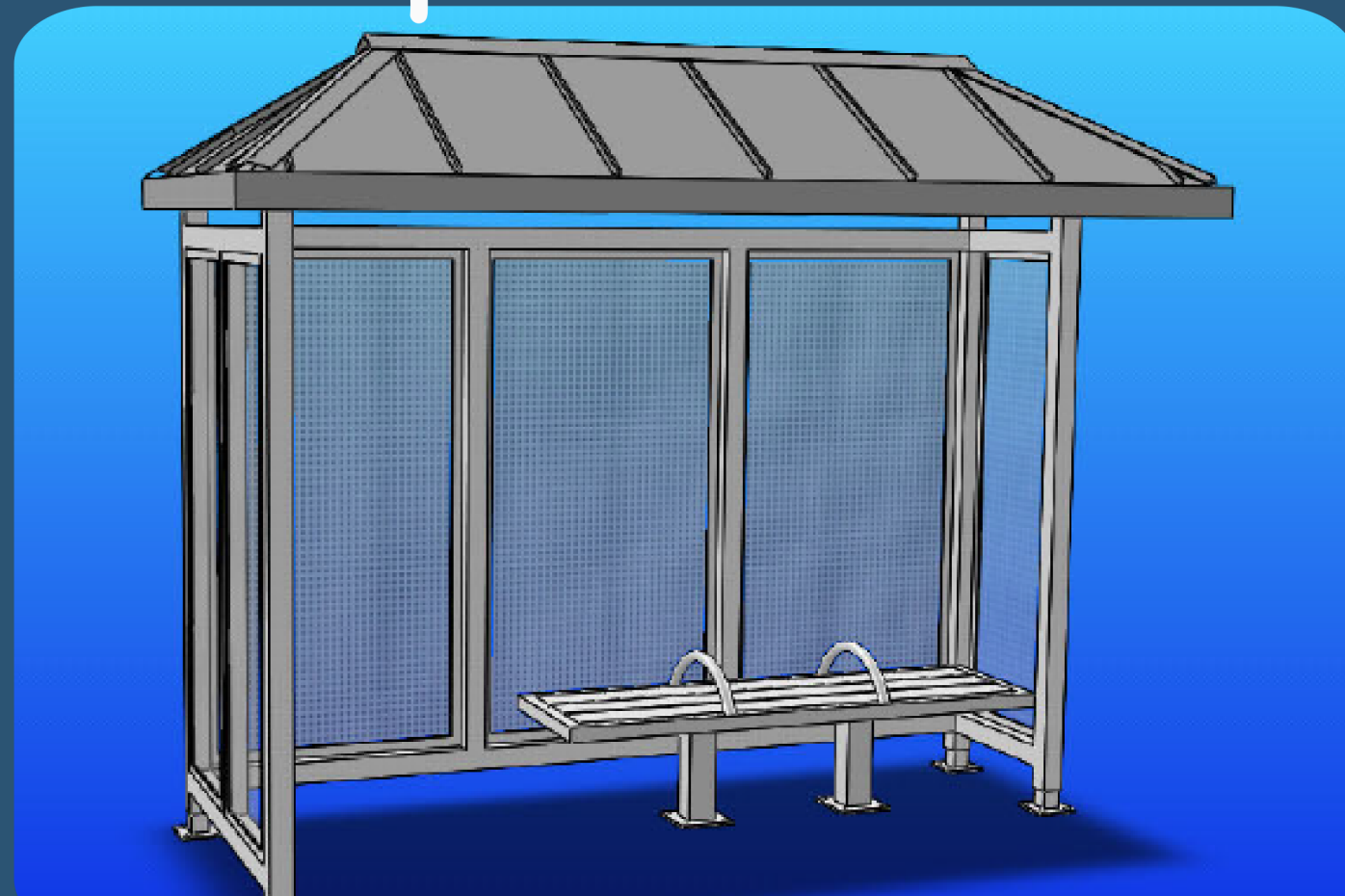
**RideKC
BUS**

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



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

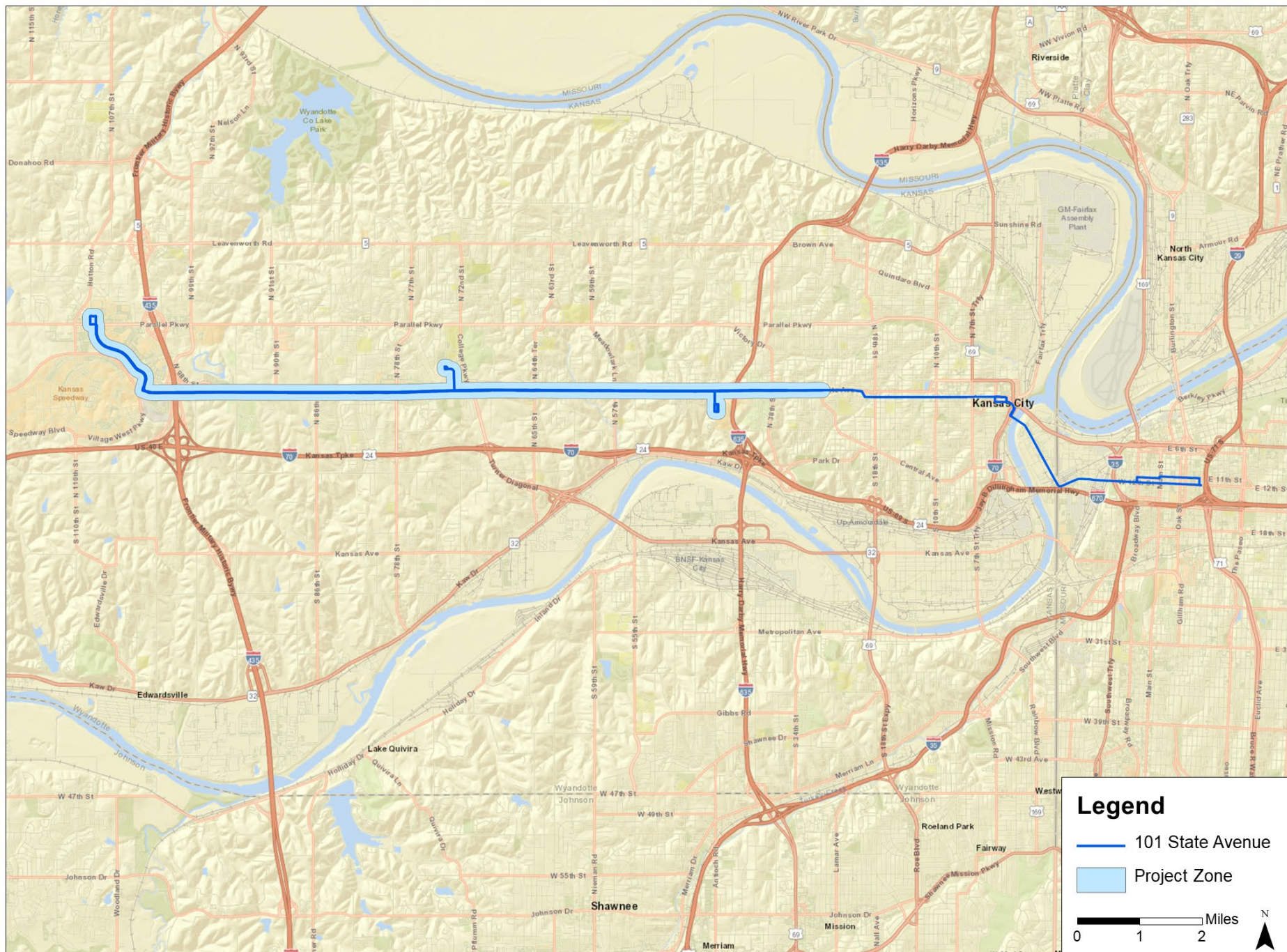
901 Locust Street, Room 404

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

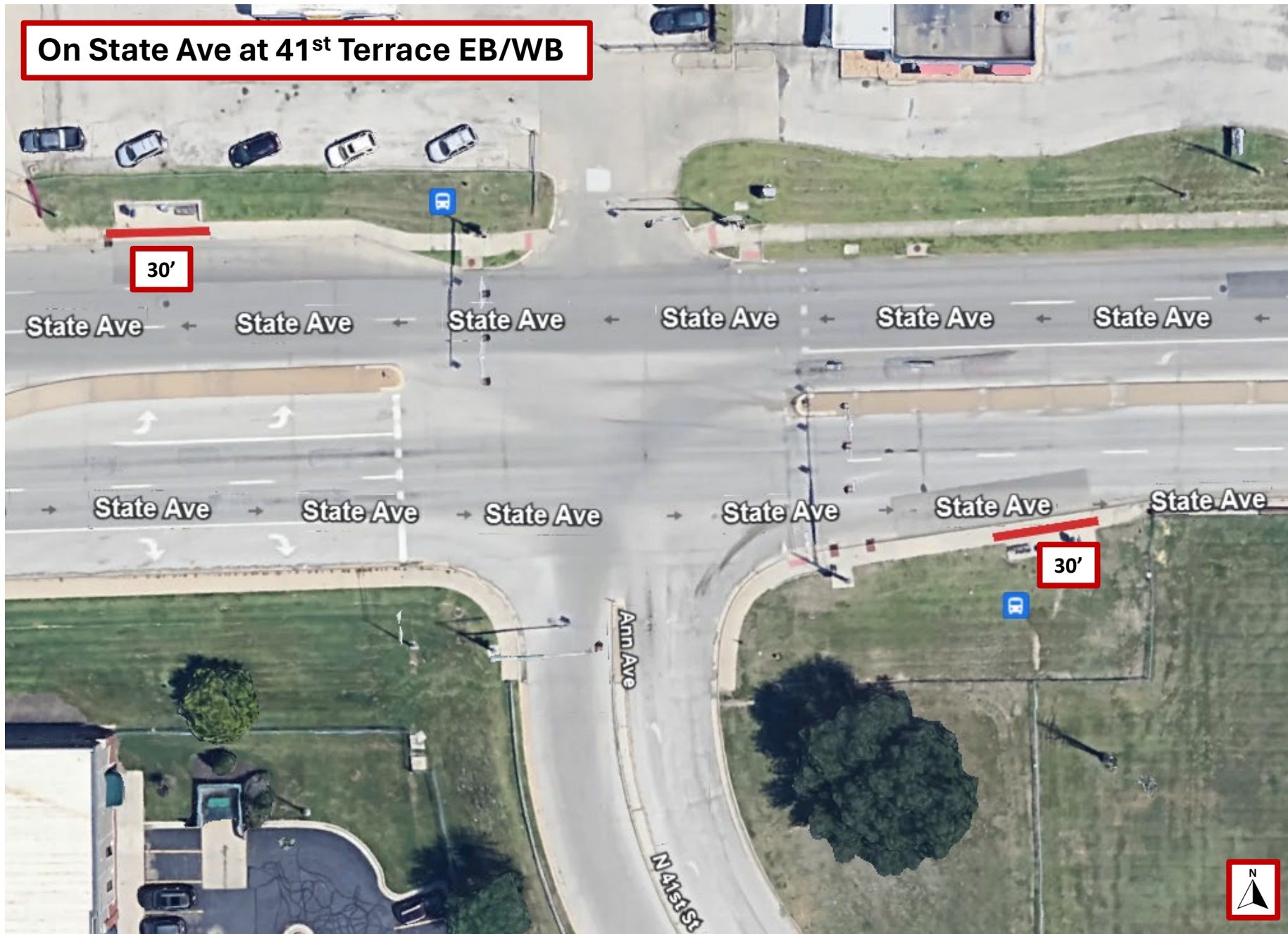
N 29 St



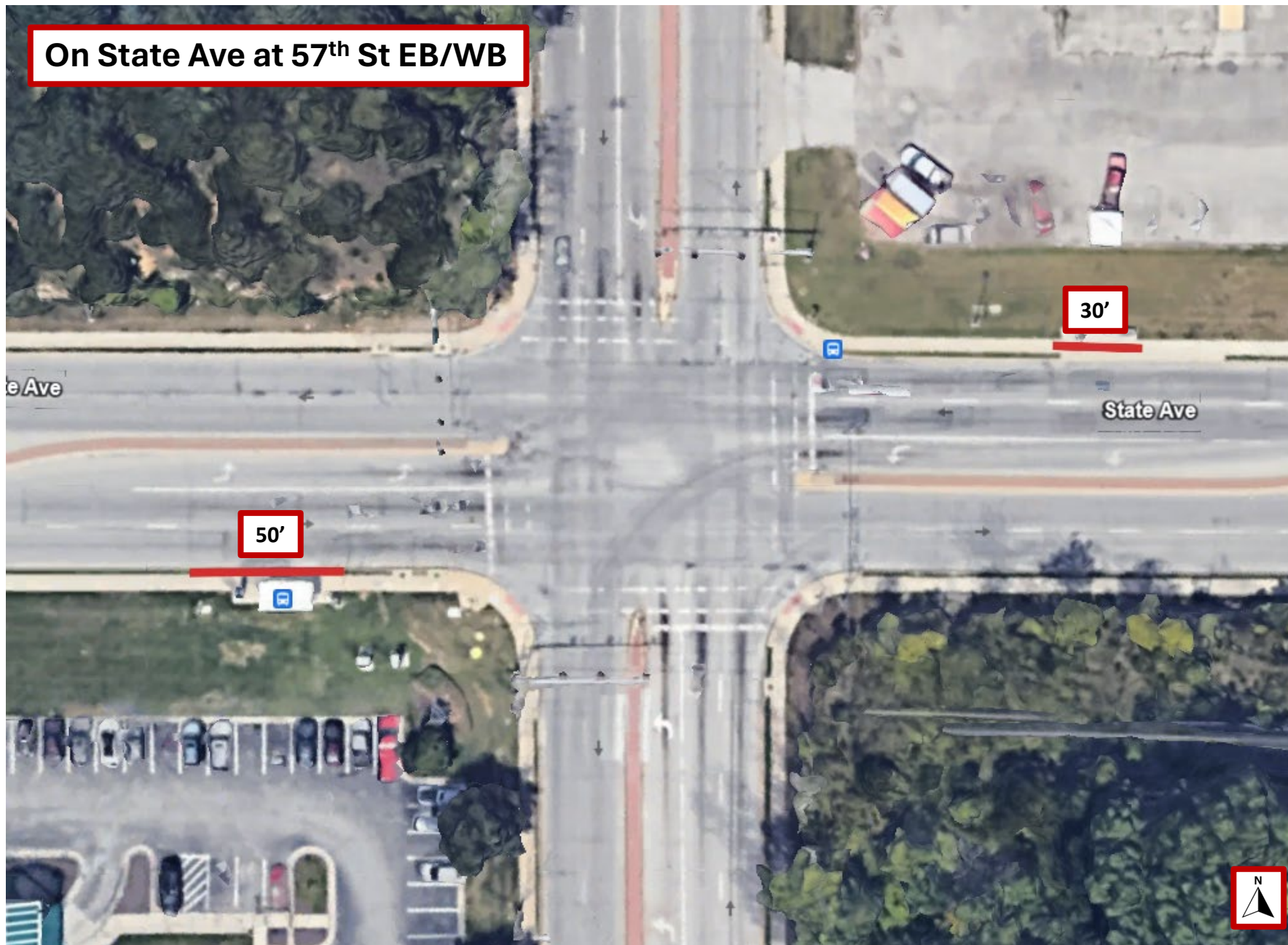
On State Ave at 37th St EB/WB



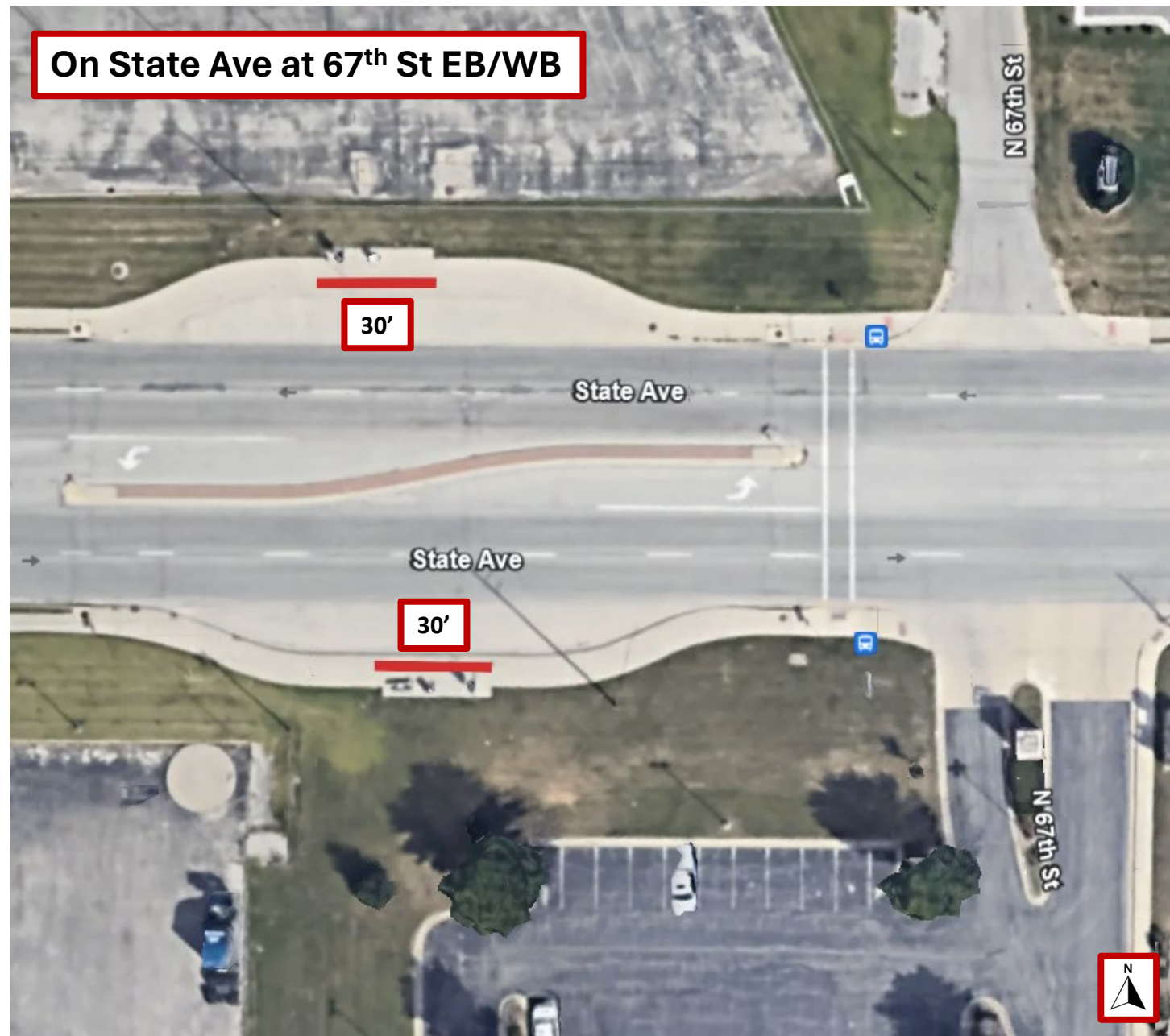
On State Ave at 41st Terrace EB/WB



On State Ave at 57th St EB/WB



On State Ave at 67th St EB/WB



On State Ave at Campus Blvd EB/WB



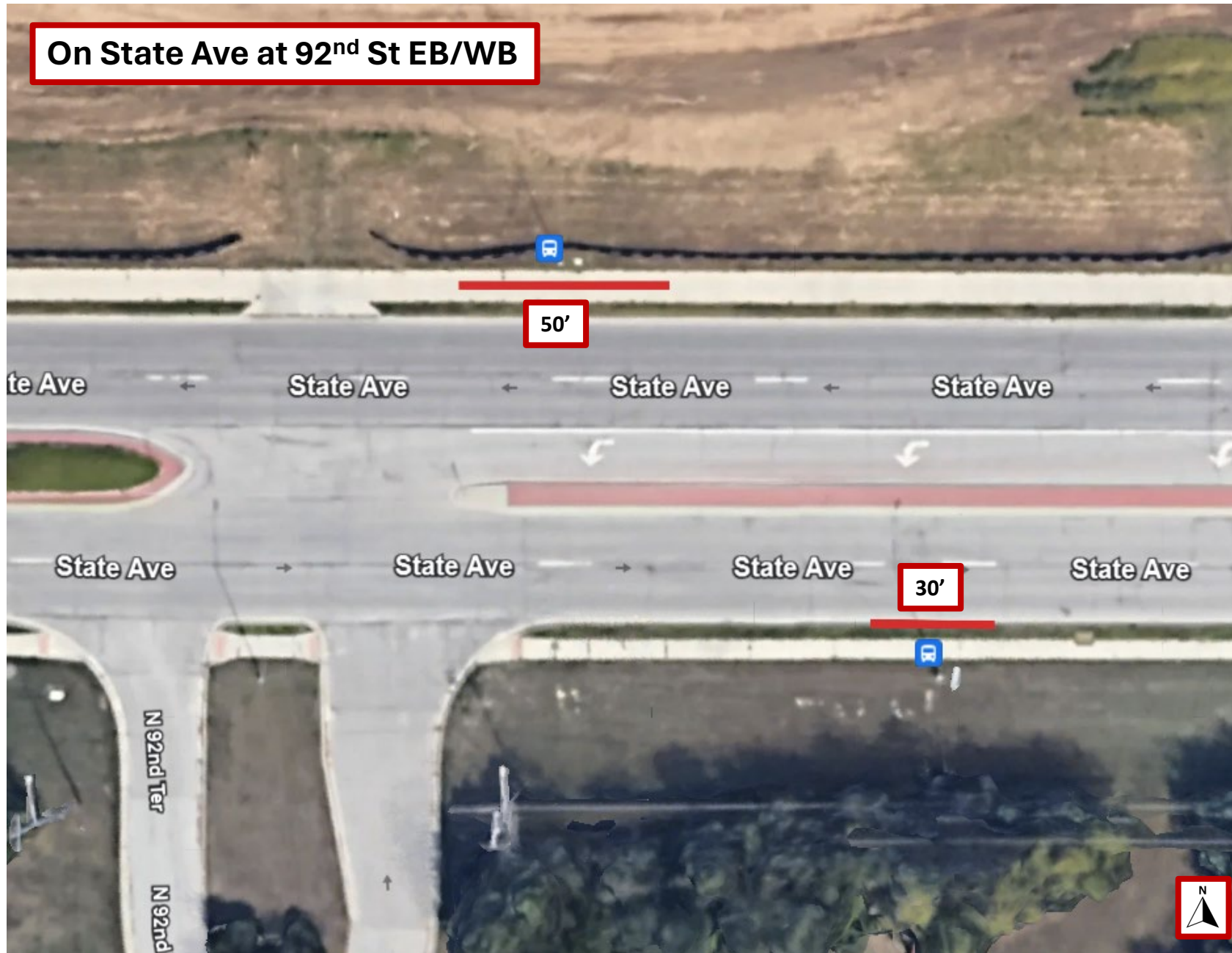
On State Ave at 78th St EB/WB



On State Ave at 82nd St EB/WB



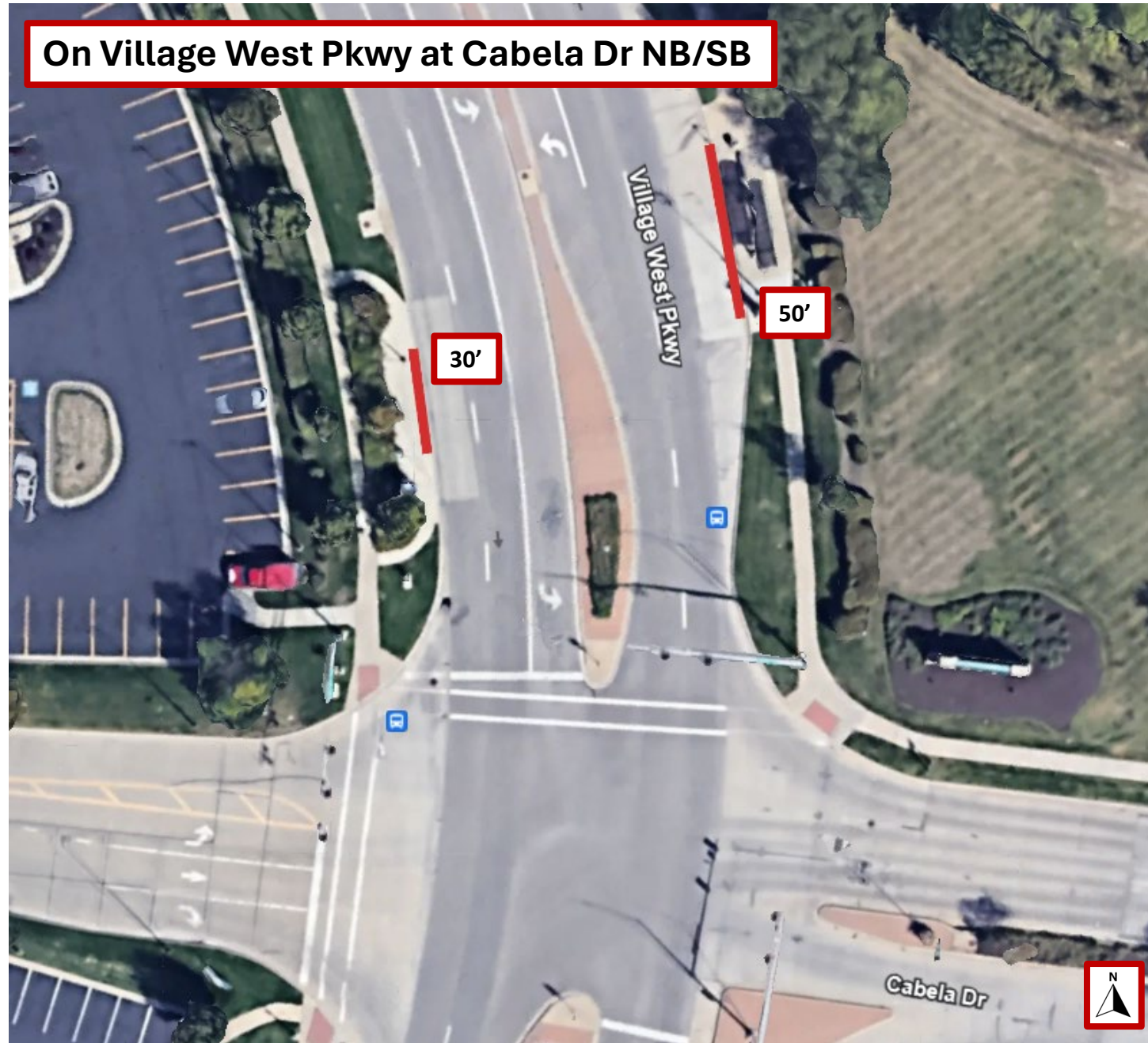
On State Ave at 92nd St EB/WB

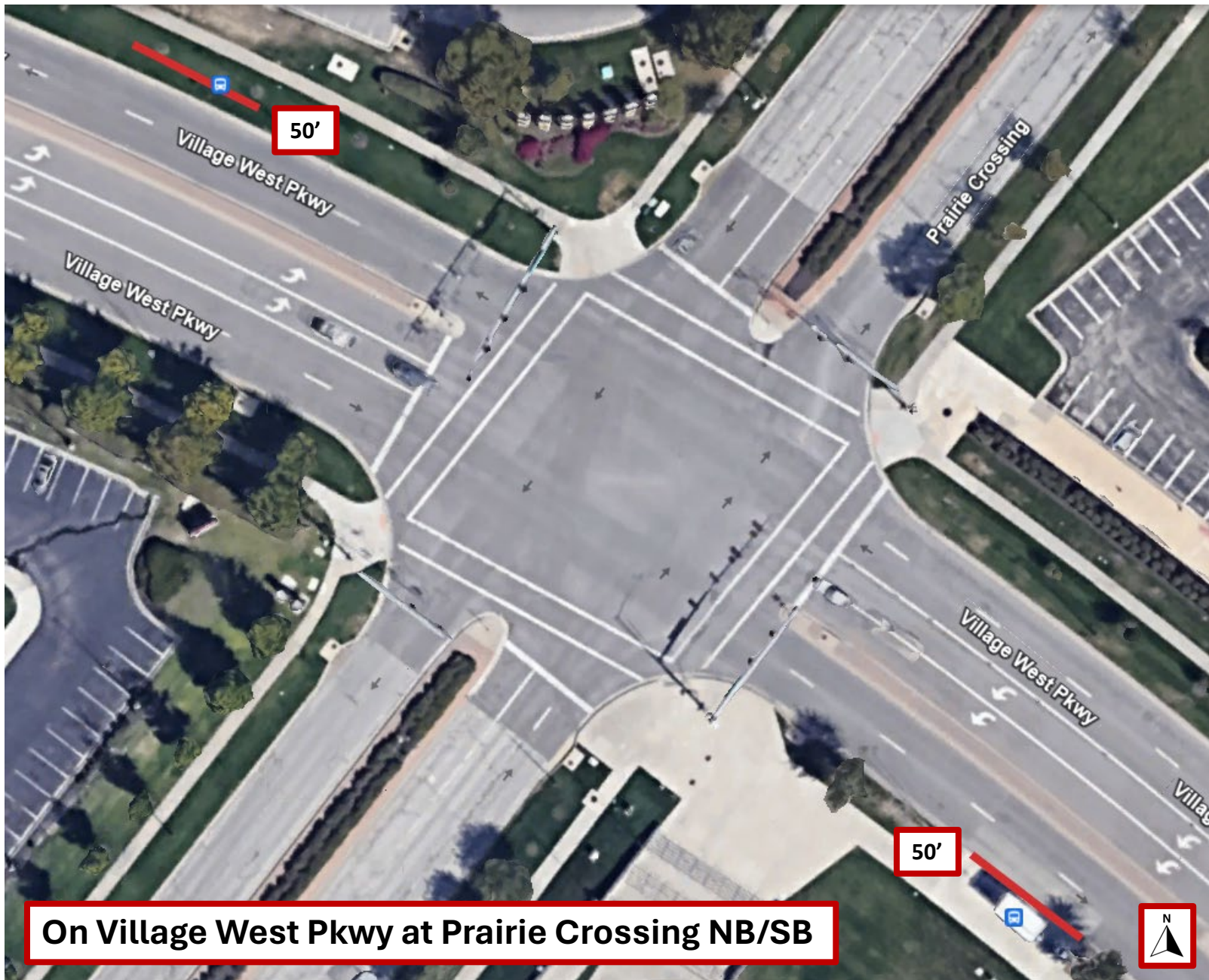


On State Ave at 94th St EB/WB



On Village West Pkwy at Cabela Dr NB/SB





On Village West Pkwy at Sunflower Ln NB/SB



Village West Walmart



50'

N 109th St

N 109th St

Village West Pkwy



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.

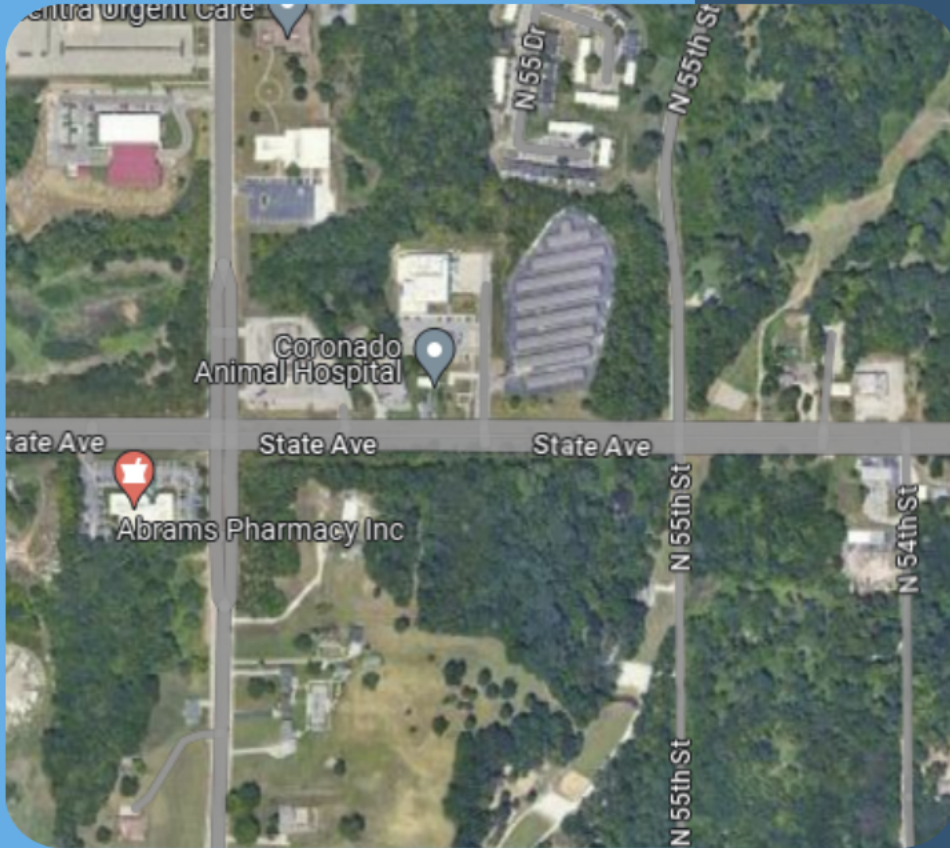
We operate under the RideKC regional brand as we collaborate and contract with the Kansas City Area Transportation Authority (KCATA) for additional services and coordinate with other regional transit providers to make the transit experience user-friendly for everyone.



**"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**

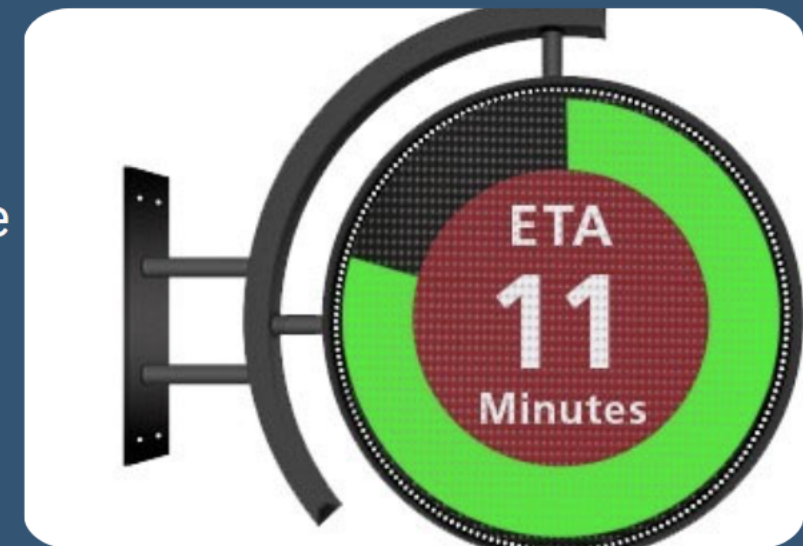
- **Replace and/or install new trash receptacles**
- **Corridor focus is 29th & State to Legends**
- **20 + locations**



"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

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.

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



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		
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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 a 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 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 1 of the BWCIPIP 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 BWCIPIP grant program as outlined in this report.		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
- Awards under Category 1 of the FY24 BWCIPIP 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.

WDF 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. - 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. - 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: - 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.

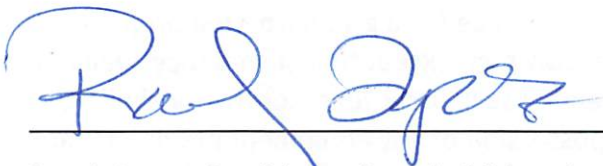
7. **Dispute Resolution.** In the event a dispute arises between the Parties regarding the rights or duties created by this MOU, or in the event of a breach of this MOU by either party, the Parties agree to meet and confer in a good faith effort to resolve the dispute.

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.

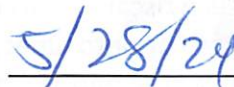
10. Circumstances Beyond Control (Force Majeure). The Parties shall not be responsible or liable for (i) special, consequential, indirect or punitive damages or (ii) any failure or delay in performing its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances 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

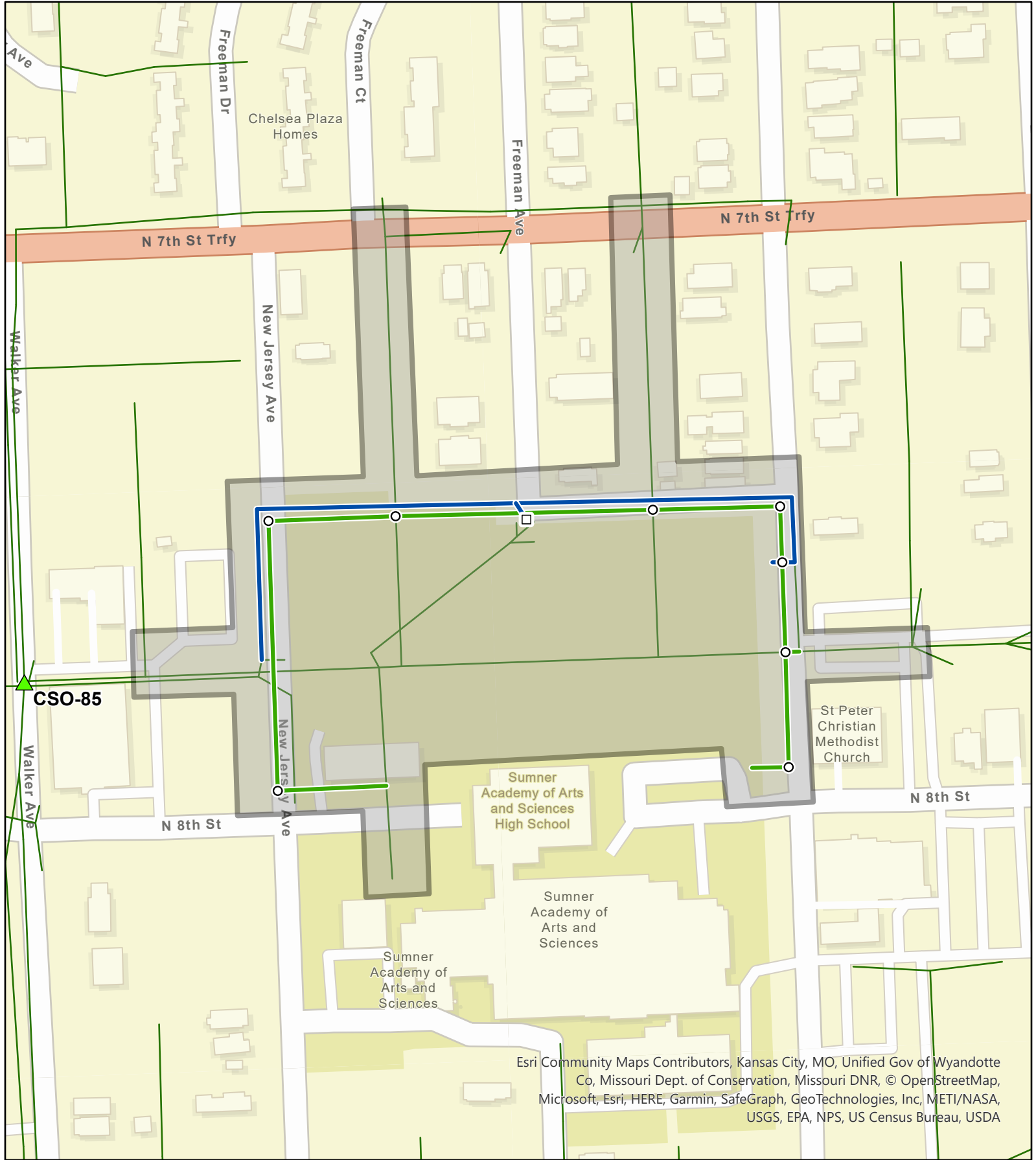
Motion & Voting

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



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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**

075150300

Feet





Rev 3, 10/18/23



Report to

MEETING DATE	PRESENTER	DEPARTMENT
JUL 22 2024	Angel Ferrara, Director aferrara@wycokck.org x8354	Parks & Recreation
AGENDA ITEM #		
RESOLUTION: DEVELOPMENT OF FISHER PARK COMMUNITY CENTER		
BACKGROUND		
Presentation by Erin Stryka with Rosedale Development Association outlining plans to construct a community center at Fisher Park and intent to apply to EPA Community Change Grant.		
RECOMMENDATION		
Approve		
Approve Resolution		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
None		
IT/POLICY CONSIDERATIONS		
none		
PROCUREMENT CONSIDERATIONS		
LEGAL CONSIDERATIONS		
ATTACHMENTS		
Resolution for RDA Community Center in Fisher Park, Rosedale Community Center Overview-- N_CD		

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

[Signature] 7/11/2024

Approved: *[Signature]*

RESOLUTION NO. 24-__

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTER TO EXECUTE AGREEMENTS WITH ROSEDALE DEVELOPMENT ASSOCIATION FOR THE CONSTRUCTION OF A COMMUNITY CENTER IN FISHER PARK

WHEREAS, in based upon the Rosedale Master Plan Survey, over 80% of the residents of the Rosedale community were interested in having a community center with a gymnasium available in their community; and

WHEREAS, Rosedale Development Association (“RDA”), through grant funding, has a plan for constructing and operating a community center to be located within Fisher Park; and

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (“UG”) and its citizens would benefit from having a community center in the Rosedale area that would not require funding or maintenance on the part of the UG; and

WHEREAS, the UG should enter into agreements with RDA for a lease or use of a portion of Fisher Park for the development of a community center benefitting the Rosedale community.

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

Section 1. The County Administrator is hereby authorized to execute a Memorandum of Understanding on behalf of the UG with RDA regarding the construction of a community center in Fisher Park.

Section 2. The County Administrator is further authorized to execute a ground lease or use agreement in whatever form necessary to effectuate construction and development of the community center in Fisher Park.

Section 3. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the Board of Commissioners of the Unified Government.

**PASSED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS,
THIS ___ DAY OF _____, 2024.**

Tyrone Garner, Mayor/CEO

ATTEST:

Clerk

APPROVED AS TO FORM:

Wendy M. Green, Deputy Chief Counsel

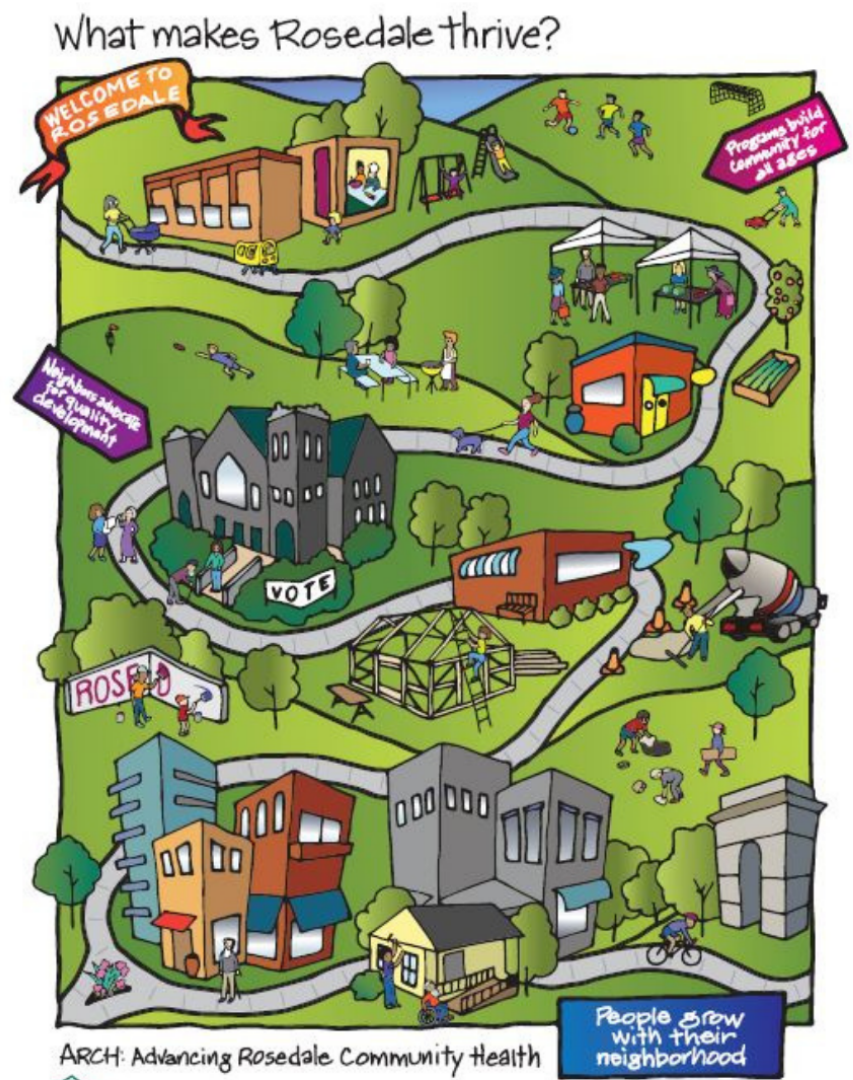


*The mission of Rosedale
Development Association
(RDA) is to work with
residents, businesses, and
institutions to develop a
thriving Rosedale community.*



ARCH PROJECT

- Programs build community for all ages
- Neighbors advocate for quality development
- People grow with their neighborhood



Current Programs & Services

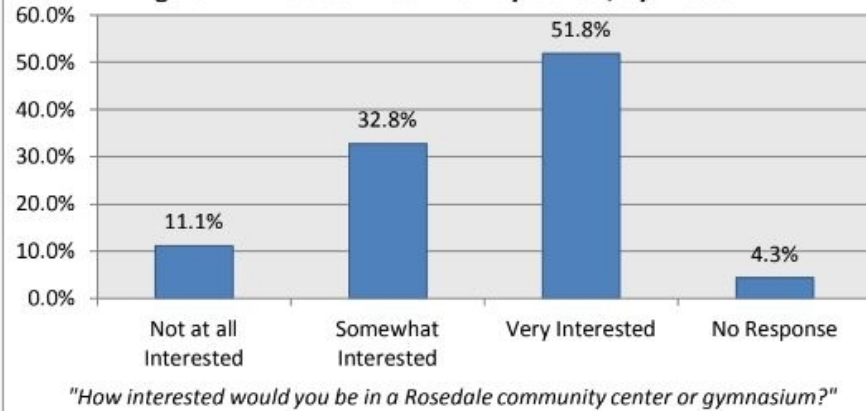
- Year-round out-of-school youth programs, including keystones:
 - Summer Youth Employment
 - Rainbow Summer Program
 - Youth Sports
- Minor home repair
- Neighborhood group resource center and leadership development
- Neighborhood beautification and community service
- Community events
- Built environment that supports active living, including Rozarks and Turkey Creek trails
- Small business support
- Advocacy for development, policies and systems that serve the needs of all Rosedalians



Background

“Further, many residents expressed an interest in having a community center with a pool or a gymnasium available within the Rosedale community and conveyed a willingness to pay, at least minimally, to use these facilities.” (Rosedale Master Plan Survey, 2015)

Figure 21. Interest in Community Center/Gymnasium



GOALS

The goals support the vision statement and describe the desired future of Rosedale in greater detail. The goals are used to evaluate the plan recommendations and should guide the decision making process for the future of Rosedale.

HOUSING & NEIGHBORHOODS

Protect historic and single-family neighborhoods with strong home-ownership while increasing housing options and density with quality, well-designed apartments and town houses on major streets and redevelopment districts. Maintain affordability, inclusion, diversity, and neighborhood stability. Provide housing opportunities for all incomes and include housing in Rosedale for seniors, students, area employees, and families.

STREETS & TRANSPORTATION

Create a safe transportation system that accommodates pedestrians, cyclists, transit, and vehicles. Ensure that the local street network is configured to accommodate future traffic needs as the neighborhood grows and the hospital expands. Beautify Rosedale's streets to support image, character, and redevelopment goals.

COMMUNITY

Support Rosedale's strong community by strengthening schools, creating a community center or library in Rosedale, and enhancing public spaces.

DEVELOPMENT/ REDEVELOPMENT

Make the most of our major corridors with dense, mixed-use, quality development. Focus on attracting goods and services, and integrating community spaces that significantly enhance quality of life for the neighborhoods and compliment major institutions and employment centers. Ensure that new development meets a high standard of quality.

HEALTH & SAFETY

Build upon the successes and community trust of Rosedale's police and fire departments. Use branding and lighting to improve safety perceptions. Uncover key issues that hurt Rosedale's perception. As walkability increases and buildings engage the streets, Rosedale will have more eyes on the street. Design streets and sidewalks to be safe for pedestrians and cyclists.

IMAGE & CHARACTER

Focus on rebranding the physical environment. Enhance way-finding, sidewalks, pedestrian lighting, and building construction that amounts to a unified sense of a walkable, healthy, safe, and delightful place.

PARKS, TRAILS, AND NATURAL AMENITIES

Enhance and protect Rosedale's parks, trails, and natural amenities. Increase awareness of our unique natural assets. Design parks and trails in a way that everyone can use. Activate parks and promote safety with development that overlooks the parks.

UNIVERSITY TOWN

FISHER PARK DEVELOPMENT CONCEPT PLAN

CHAMPIONS: UG, RDA

PRIORITY



COST



DESCRIPTION

This plan includes a number of components around the Fisher Park area including trails, transit, traffic improvements, and new development. Additional study is needed to understand how these components best fit together.

TASKS

- Develop Fisher Park Concept Plan
- BPU Substation Relocation
- Gather public and private funding for concept implementation.
- Design and Engineering
- Construct
- Maintenance & Programing

POTENTIAL RESOURCES: MARC Planning Sustainable Places Grants

PARTNERS: KCATA, BPU, KUMC/TUKH

COMMUNITY CENTER

CHAMPIONS: UG, RDA

PRIORITY



COST



DESCRIPTION

Throughout the public engagement process the community has expressed a strong desire for a community center that allows for public meeting spaces and community events, activities and educational opportunities.

TASKS

- Fisher Park Concept Plan
- Identify Viable Funding Source
- Build Community Support
- Design and Engineering
- Construction
- Maintenance & Programing

Tell us what you want in a community center



Scan the QR to take the survey today!  ROSEDALE
DEVELOPMENT ASSOCIATION



Díganos lo que desea en un centro comunitario



¡Escanee el QR para completar la encuesta!



Feature	Most important	2 nd most important	3 rd most important	4 th most important	Not ranked
<i>Fitness center with cardio and strength training equipment</i>	57 (29.5%)	38 (19.7%)	11 (5.7%)	14 (7.3%)	73 (37.8%)
<i>Basketball court/gymnasium</i>	17 (8.8%)	13 (6.7%)	22 (11.4%)	21 (10.9%)	120 (62.2%)
<i>Lounge area/snack bar</i>	2 (1.0%)	1 (0.5%)	7 (3.6%)	4 (2.1%)	179 (92.7%)
<i>Computer lab</i>	2 (1.0%)	10 (5.2%)	10 (5.2%)	7 (3.6%)	164 (85.0%)
<i>Large (more than 100 people) multi-use space for private and community events</i>	8 (4.1%)	14 (7.3%)	9 (4.7%)	5 (2.6%)	157 (81.3%)
<i>Small (less than 100 people) multi-use space for private and community events</i>	9 (4.7%)	7 (3.6%)	15 (7.8%)	15 (7.8%)	147 (76.2%)
<i>Swimming pool</i>	52 (26.9%)	33 (17.1%)	19 (9.8%)	14 (7.3%)	75 (38.9%)
<i>Library</i>	8 (4.1%)	7 (3.6%)	10 (5.2%)	2 (1.0%)	166 (86.0%)
<i>Art studio/maker space</i>	6 (3.1%)	15 (7.8%)	6 (3.1%)	10 (5.2%)	156 (80.8%)
<i>Stage/auditorium</i>	0 (0%)	1 (0.5%)	5 (2.6%)	3 (1.6%)	184 (95.3%)
<i>Rock climbing wall</i>	0 (0%)	5 (2.6%)	6 (3.1%)	7 (3.6%)	175 (90.7%)
<i>Outdoor track</i>	5 (2.6%)	4 (2.1%)	5 (2.6%)	8 (4.1%)	171 (88.6%)
<i>Indoor track</i>	4 (2.1%)	12 (6.2%)	15 (7.8%)	9 (4.7%)	153 (79.3%)
<i>Health clinic or health-related services</i>	8 (4.1%)	4 (2.1%)	12 (6.2%)	11 (5.7%)	158 (81.9%)
<i>Pavilion for farmers markets and outdoor gatherings</i>	12 (6.2%)	22 (11.4%)	23 (11.9%)	27 (14.0%)	109 (56.5%)

ACTIVITIES



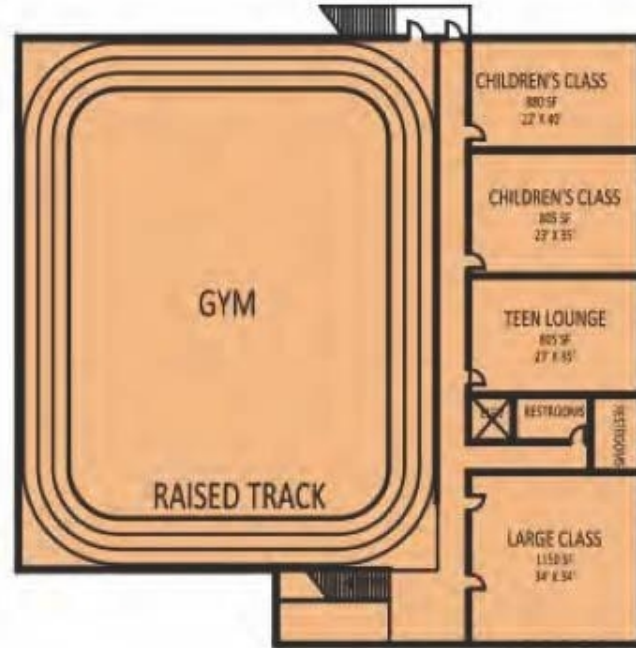
BUILDING PROGRAM

- BALANCE SPORTS AND ARTS
- CLASS SPACE WAS PRIORITIZED
- EVENT/PARTY SPACE
- RDA OFFICES
- TEEN LOUNGE
- HANG OUT SPOTS
- FUTURE AQUATIC CENTER (?)
- INDOOR TRACK HIGHLIGHTED
- CARDIO AND WEIGHTS

FIRST FLOOR: 19,866 SF
2ND FLOOR: 5,400 SF
TRACK: 2460 SF
TOTAL: 27,726

FIRST FLOOR

COMMUNITY CENTER : 27,726 SF



SECOND FLOOR





Community Change Grant– Inflation Reduction Act

Grant Details

- \$10-20 million
- Can be used for a climate resiliency hub
 - Energy-efficient building that can be used for climate education and a resource center during a climate emergency
- No local match required (!)
- Lead applicant must be a community nonprofit organization

Timeline

- Submit application in August
- 3 years to complete project





QUESTIONS?



www.rosedale.org
913-677-5097

Erin Stryka
erin@rosedale.org

STATE OF KANSAS)
WYANDOTTE COUNTY)) SS
CITY OF KANSAS CITY, KS)

SPECIAL MEETING, THURSDAY, JULY 18, 2024

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in Special Meeting, Thursday, July 18, 2024, with nine members present: Bynum, Commissioner At-Large First District; Burroughs, Commissioner At-Large Second District; Burns, Commissioner Second District; Ramirez, Commissioner Third District; Hill, Commissioner Fourth District; Kane, Commissioner Fifth District; Lopez, Commissioner Sixth District; Stites, Commissioner Seventh District; and Garner, Mayor/CEO; presiding. Townsend, Commissioner First District; and Davis, Commissioner Eighth District; were absent. The following officials were also in attendance: David Johnston, County Administrator; Angela Lawson, Interim Chief Counsel; Jeff Conway, Assistant Counsel; Kallie McLaughlin, Planning Department, Wendy Green, Deputy Chief Counsel, Shelley Kneuvean, Chief Financial Officer; Debbie Jonscher, Deputy Chief Financial Officer; Reginald Lindsey, Budget Director; Michael Peterson, Assistant Budget Director; and Monica L. Sparks, Interim Unified Government Clerk.

Mayor Garner said this is a Special Meeting to be followed up by a Budget meeting.

Mayor Garner said before I call the meeting to order I want to announce that we do have individuals attending remotely as well as on-site. All participants joining by phone, should please mute their phones at this time when not speaking to avoid background noise. During the meeting, make sure you announce yourself by name and title every time you speak so the public that is participating knows exactly who is speaking. This is critical given the number of remote participants and is also current guidance from the Kansas Attorney General's Office. Public comments are allowed, which they shouldn't be tonight. Comments should always be limited to the topic and item of discussion. Please make sure to speak clearly and at an audible level into the microphone to ensure that your comments are heard and an accurate record of the meeting can be made.

Mayor Garner called the meeting to order.

AMENDED NOTICE OF SPECIAL MEETING of the Unified Government of Wyandotte County/Kansas City, Kansas, to be conducted in a hybrid format on Thursday, July 18, 2024, at 4:00 p.m. in the Commission Chambers of the Municipal Office Building regarding: 1. Business Development at 6th & Ann Streets, commonly referred to as the City Hall Apartments and City Hall Lofts. 2. Resolution restating authority of the Board of Commissioners to set overall policy to be immediately followed by a Special Session for a Budget Workshop. Roll call was taken and there were nine “Ayes,” Stites, Bynum, Burroughs, Burns, Ramirez, Hill, Kane, Lopez, Garner.

CONSENT TO MEETING of the governing body of Wyandotte County/Kansas City, Kansas, accepting service of the foregoing notice, waiving all and any irregularities in such service and in such notice, and consent and agree that we, the governing body, shall meet at the time and place therein specified and for the purpose therein stated.

Mayor Garner said this afternoon the governing body will be hearing updates regarding the development commonly known as the City Hall Lofts and the City Hall Place projects located at approximately 6th & Ann. Clerk, please announce the revisions.

Monica L. Sparks, Interim Unified Clerk, said we have an Agenda Update that went out that included two revisions. The first one is an Amended Notice of the Special Meeting. The second one was adding an item under the Mayor’s Agenda for a resolution restating the authority of the Unified Government Board of Commissioners to set overall policy.

Mayor’s Agenda:

Item No. 1 – 21254... UPDATE: CITY HALL LOFTS/CITY HALL PLACE PROJECTS

Synopsis: Update regarding permits and paring agreements related to the business development at 6th & Ann Streets, Kansas City, Kansas, commonly known as City Hall Lofts/City Hall Place.

Mayor Garner said the first item is going to be a presentation by staff. I know there’s been a lot of questions about what’s taking place at 6th & Ann with the new development going on there. I know some of our commissioners had concerns. They gave it to our office from Commissioner Burroughs standing committee. We looked into it. We sent it back. There were still more

questions and just so there's complete clarity, not just for this Commission and for staff that may not know, but more importantly, our residents here in Kansas City, Kansas and those individuals that may live within close proximity of that development that is taking place. This special meeting was called so staff could get complete clarity on how we got to that development and where we're at today and what our residents can expect moving forward as a result of what they'll be advising us on this evening.

David Johnston, County Administrator, said we'll start with an overview of the project. Jeff, you're prepared to give us the history.

Jeff Conway, Assistant Counsel, said there is a chronology I think that's been distributed to you about the items that have been run through the process with respect to permitting and all of that. Most of the activity by the UG on this particular project is land entitlements and the permitting process. There were very little items that were sent to the Commission. At one point there was an item for IRBs that was teed up and ready to go for the Economic Development & Finance Committee, but the developer chose to pull that item the night before it was set to go before the committee. For the members that were on that committee that meant that—the Mayor's Office requested a blue sheet to have the matter discussed anyway at the committee hearing and so there was no action item at the committee level and there still isn't.

I don't know about the developer and what they may do, what their plans are. It could very well be that they've sought alternative financing from other locations, possibly private. I'm not sure, but at this point I think we can do an overview. Kallie is here. She's got a chronology of all of the different permitting applications that were filed and reviewed and approved, etc. I can turn it over to her.

Kallie McLaughlin, Planning Department, said to give a brief summary, there were some entitlements made both through the Landmarks Commission and Randy Greeves in our Historic Preservation Office completed. Some of those were done prior to any Planning and Zoning and Board of Commissioners entitlements. Some of them were done kind of running parallel simultaneously together. They are two distinct processes between the historic review and the regular planning entitlements. Once the planning entitlements were completed, both the historic

ones, the non-historic ones, the building permit had a few revisions and then it was subsequently issued.

The building permit was issued July 11, 2024. There was a lot of—a myriad of permits that go along with that, so not just the building permit for what we call like the parent permit for the project, but then there's also the substantial permits that go along with that including Public Works, other trade permits like mechanical, electrical, plumbing, and so on and so forth.

I can give you a little bit more of a breakdown of that entitlement timeline. It begins in October, 2022 and was the earliest application date that we had officially. I know we had some pre-development discussion amongst the department before that just to give them a breakdown of what the process would look like and what those entitlements would entail, but the first official application that came through was for the historic change of zone that we had for that district. That is a different type of change of zone than what goes the traditional Planning & Zoning Commission. This is a change of zone pertaining to historic use, so you will see a second change of zone entitlement on the schedule, but please understand they are the same title, but within different departments, one historic and one not historic.

There was another one that approved more or less the building design itself that was a historic review and then we have some non-historic reviews that include change of zone and preliminary development plans, two Board of Zoning appeals for parking and then a final development plan that comes through. That one is not heard by the Board of Commissioners, but just the Planning Commission itself. After those are complete and all those comments are kind of gathered and the agreements are finalized, they are internalized into the DRC building permit process and presented as comments to complete for the developer to acknowledge. For instance, if we tell you to plant ten trees, do we have ten trees on our building plan, so on and so forth.

The permit as it was issued June 11th, I believe they began construction shortly after which includes some of the site work that you are seeing today such as the job site trailer, the security perimeter, fencing, the erosion control fencing and so on so forth.

Mr. Conway said I did forget to mention that the Board of Commissioners did have kind of a glancing blow on this. The developer at one point was looking at KDFA financing and so we did receive the notice from KDFA that was an option. We just had a similar item before the commissioners last meeting, something like that, but we did receive the notification from KDFA.

Under the statute the local has 15 days to express disapproval. We received the notice March 6th. We scrambled and put it on the March 7th full commission meeting. It was an item the Board of Commissioners decided to not express disapproval on the project. Those 15 days have now run, of course, and so that's another piece of the puzzle.

Mayor Garner said I think I'll start off with some of the questions. The concerns that were brought to my office to work with and thank you Legal team and our Administrator for working with my staff to hopefully get the questions that were raised to my office, both from the public as well as some of our commissioners. I guess the biggest question out there came up as we were going through this was the parking and there's a perception that we know that the Board of Zoning, BOZA, they approved a reduction in the amount of spaces that were required for that development for parking or something along that line. Is that correct? **Ms. McLaughlin** said yes, it is correct. There was two separate BOZA applications or variance appeals as we call them. The first appeal was not approved. I think there was some neighborhood concerns about the distance to the proposed parking lot. After that, there was some additional discussions about what alternative proposals would include. I believe you may have seen some things about Kinship Café and so on and so forth during that time and I know that's kind of about the timeframe when those discussions were being held. The developer came back with the alternative proposal which included that parking agreement that was then later approved and finalized.

Mayor Garner asked, how many spaces did we—as part of that variance, what did we go from and scale it down to? **Ms. McLaughlin** said off the top of my head I'm not entirely sure what the finalized count was. I was not the planner on that, but I can look that up for you shortly. **Mayor Garner** said okay, that would be great.

I don't think the concern was what BOZA did or didn't do as far as the parking. I think the biggest concern that I've gotten from some of our commissioners and some folks in the community was that there was some level of agreement made to use Public Health Department parking spaces as part of this development agreement with this private developer. Is that correct? **Mr. Conway** said that is correct. There was an agreement that was reached. Part of the conditions was BOZA wanted to see the total number of parking spaces, so there was a lot—I can't remember exactly the number, but it's—or the name. There's six over by—I just call over by the Merc and so there were some spots over there and then there were some Health Department spots. I believe

that they were unused. They're largely unused. They were observed for like a week and just looked like there was a bank of 10 or 12 or something spots. None of these are exclusive spots and they're not identified. There's no signage that says that this is going to be a particular residence spot or anything like that, so it's kind of first come first serve. \$18.75 was the dollar amount that was negotiated on those and so those spots put together with what was available plus the lofts all added up to I think it is around 60 spots for the units between the two buildings, the renovated one and the new construction.

Mayor Garner said as part of the development agreement we seeded public parking spaces for our residents to a private developer. Is that correct? **Ms. McLaughlin** said typically when we need a parking variance or requirement, we are looking at a couple factors. One being specifically how many are available exclusively on that parcel. If they are able to obtain parking, but they are not exclusively on that subject property or proposed development parcel, we still have to give them a variance because they're not provided specifically on that parcel. As part of that variance approval, we would have a condition that stipulates find this parking somewhere else effectively is kind of how that worked.

Reading off the staff report that was for the Board of Zoning Appeals heard July 10, 2023 the proposal was a total of 60 off-street parking spaces are required, 14 spaces are provided on-site, 20 spaces are provided in UG Lot E, which is the Wyandotte Health Department, 15 spaces in UG Lot 6, which is across from KCKFD headquarters, 11 spaces are in the City Hall Lofts garage that was their overflow parking that was an addition. The total amount of spaces provided on-site and through the parking agreement did equal the 60 amount of parking spaces that were required otherwise for the development.

Mayor Garner said so BOZA approved the parking variant. Who approved the actual development agreement because I don't believe just looking at state law and looking at our ordinances and the questions I've asked, that's kind of unclear as we know that the broader board doesn't have that authority and that BOZA is a smaller conglomerate of that board. So, what I'm saying is that once BOZA approved the variance, who ultimately approved the overall and I'm going to just call it a deal, that proposal, the development agreement in the deal. Did that come back to the Unified Government Board of Commissioners? That's what I really need to know. **Ms. Laughlin** said I believe there might be a little confusion on the terms of the development agreement versus development plan review.

In the planning and zoning process we have a preliminary plan review which is kind of like a testing the waters to get some initial feedback approval and then the applicant can return for a final plan review which is we've taken all of our previous comments and revisions and finalized them in this final package and presented them for a final development plan review. So, I think there might be a little interchangeable between those terms and that might be where some of the confusion lies is what the development agreement is when it comes to a Planning & Zoning process. When we are going through the review process whether it's a change of zone, special use permit, master plan amendment, any other kind of—including the variance appeal, we include all of the plans and items submitted as their final development plan unless they specifically say it's a preliminary, so from a Planning & Zoning perspective we only—we did hear the preliminary during the change of zone and variance process. They returned to finalize their plans with a few changes to the final development plan.

As far as the development plan agreement, that would not necessarily be held through the Planning & Zoning process. That would be something as a separate kind of term and I think—like I said, there's some confusion on that so that would be for the Legal Department to answer.

Mayor Garner said so I guess for Legal to make it simple—that was a lot there, so just in layman term who approved as far as the governing body this final agreement with this private developer that included the parking and all these public spaces that literally gave to a private developer? That's simple. Who approved that? **Mr. Conway** said there's no approval. There's no development agreement in the conventional sense for this project. **Mayor Garner** said somebody from the Unified Government had to say you can have our parking spaces. Who did that? **Mr. Conway** said it was a parking agreement that was built in to satisfy a condition for BOZA and the parking agreement was signed by the County Administrator based on recommendations that we gave. **Mayor Garner** said and that's fine, but did that ever come back to the Commission for final approval? **Mr. Conway** said it did not because it's BOZA and BOZA on the variance—**Mayor Garner** said I get the variance part. The variance was—**Mr. Conway** said under state law—**Mayor Garner** said I get it. The variance is simple that they wanted so many spaces and things like that, but at the end of the day, past the variance that BOZA did and those requests, I'm just looking at who approved that final—said yes, you all—BOZA is good with this, they've signed off on their variance and now we have an agreement in hand that both the Unified Government staff feels comfortable with, this private developer feels comfortable with,

we're good, we're going to move this thing forward, who greenlighted it? **Mr. Conway** said that would be—BOZA would be accepting the satisfaction of the conditions that were laid out.

Wendy Green, Deputy Chief Counsel, said the County Administrator has the authority to sign this parking facility use agreement. We have precedent for this. When we did the same type of agreement with the casino, the 7th Street Casino, we did the same process for that agreement. It didn't go before the Commission. It was signed by the then County Administrator at the time. There's no history of a resolution or an ordinance approved by the Commission that authorized that parking facility agreement either, so there's precedent for the County Administrator under his authority to sign a parking facility use agreement and so we did the same procedure for this as we had. The County Administrator signed the parking facility—**Mayor Garner** said so what you're telling me, there's a practice in place. **Ms. Green** said pretty much. We also think that it fits underneath the powers that he has under the ordinances as set out under his authority to conduct the business of the Unified Government. He's not giving away property. It's considered just a use agreement. There's no set parking spots that anybody can use. It's just an as you are, same with the casino. The casino parking isn't a—it's first come first serve basis in essence. It's the exact same type of agreement with the casino, so since it was the same type of agreement and that was the way that one was done, because of precedent and because it's just determining the use normal procedure for government property and how to carry out government business, it fits under the County Administrator's powers and authority.

Mayor Garner said you answered the question as far as your viewpoint. I did talk to Chief Friend and he has a different take on what you just described as far as an agreement with the Unified Government and parking. As a matter of fact, he was really upset that he didn't have that opportunity, so I think we need to have further conversation with Chief Friend about that opportunity as well and I just talked to him yesterday. I say that just based on what you said and commissioners if you would walk through with me and I know I graduated from Wyandotte, but I think I can read pretty well with my high school diploma. You've got several forms here. One of the Consolidation Study Report and I asked Counsel and it seems like we've been operating off practice. Now, you got to remember, I'm a prior law enforcement officer and everything's black and white for me. I don't believe in operating in gray until this Commission, this body says otherwise. I don't believe this Mayor or any bureaucrats around here should have any authority

or discretionary powers that is not expressly written in the Consolidation Report. This Commission sets the policy, the resolutions, the Charters and everything else and I know I've heard several commissioners before I became Mayor complain about why is this this way and who did this. Well, as I started looking into policy as Mayor I realized that some of these things—and part of my role is to interpret policy to the public. That's one of the duties of the Mayor, so I'm going to interpret policy to the public as I see it and, hopefully, you all can walk with me through this and if you disagree, please let me know, but I want to start this conversation and questions and debate off.

The first is the Consolidation Study Commission Report and if you go to the first page, it goes to Chapter 3. It says a unified and simplified structure. The Wyandotte County/Kansas City, Kansas Consolidation Study Commission recommends the newly created government shall be called the Unified Government will have a Legislative, Executive and Judicial Branch. The Legislative is the Mayor—I'm sorry, the Legislative is this Commission, the Executive is the Mayor and the Judicial, believe it or not, is the District Court and nowhere does it mention staff.

Follow me along, if it goes to the general powers granted to the Commission, which is Section 2-32 and you go to Section E, second page E, the very top of this handout. Here it says to borrow money for the purpose and in the manner provided by law, provisions of the Charter—this is the Commission's powers. To purchase, lease, construct, maintain or otherwise acquire hold and operate any building or other property, real or personal, for any public purpose and to sell, lease, or otherwise dispose of any property real or personal belonging to the Unified Government. Remember, if you go back to the Consolidation Study Report, the Unified Government under the Charter is the Executive Branch, the Legislative Branch and the Judicial Branch.

Now, based on what Legal is telling us let's go to the next page, Section 20-103. Start with number 9 at the top, but if you scroll down, it says Powers and Duties of the County Administrator and if you read that on number 14, it says—this was approved by past Commissions. It says the County Administrator signs all contracts, deeds and other documents other than those authorized by the Commission, authorized by the Commission to be signed by the Mayor or those which state or other laws require the signature of the Chief Executive Mayor. Now, I can sign stuff too. I sign a lot of documents. I have a lot of conversations with developers, but I do know that I cannot sign any type of development agreement. They have to be approved by this body and so there in lies the question for this Commission and it goes back to looking at our form of

government and making sure that we're following it according to the rule of the law from the Consolidation Study Report.

That's what I'm bringing for you all today because I've heard a lot of complaints. This isn't about giving the Mayor more power. I don't need any more power. I don't want anymore power. I have enough headaches dealing with what I have now, but I want this Commission to be empowered to make the final decision as per the Charter and per your legal obligations that says you adopt both a budget and you adopt policies and ordinances and resolutions for this Unified Government to make sure that you all are comfortable that we're doing that. Why is that important under this situation, because what I'm gathering, and correct me if I'm wrong, was that you had someone other than this body have a final disposition on publicly-owned land being given to a private developer.

If you're going to have a representative form of government of the people, by the people and for the people, we're the elected officials up here. I don't get to vote, but you do and when questions come from the public as how we got here and I'm getting commissioners that don't know, and I don't have those answers, but then when I start doing my homework and working with my staff, we're trying to peel back the layers of this onion to get to the bottom of it. Whatever this Commission decides is fine and I told the Administrator this, if you all choose to build a petting zoo in that lot, I respect it. That's what you all chose to do as a majority vote of this body, but my job and I'm sworn as the Mayor, both state statute and the ordinance and when I raised my right hand was to make sure that the ordinances of the Unified Government were followed as well as any applicable state laws. When I read this stuff and I saw how this went about, it brings that into question and then it raises a lot of just the public questions we have from the public is the tail wagging the dog of this Commission and how do we put the Commission back in the driver's seat of making sure that this organization is being run by the elected officials. That's the questions that are being asked of me from the public.

I know some of you all don't work here every day. I do. I'm here every day. I come in and me and my staff, we do a lot of this mundane work. I'm the 11th commissioner and I'm here to work for you. I'm not here for me. Some of you may not believe that's the truth. I keep telling you, I'm not going to be the Mayor forever. You'll find out real quick I'm here because I want this body to be able to do the things that need to be done according to the spirit and the intention of what our voters voted for when they voted for Unified Government. I don't believe that a lot

of instances when I hear the complaints before I became Mayor and then after I became Mayor that they really wanted non-elected individuals making—especially one or two individuals in some instances making decisions for 165,000 people. They voted 10 commissioners to make those type of decisions and I think this Commission needs to reclaim that power that you have and to make it clearly known who creates the policies, the resolutions, the Charters, and who runs this government and my recommendation is that you make it clear that you all do.

At the end of the day from what I'm getting, and correct me if I'm wrong, if some of you didn't know about public parking being given away to a private developer, that raises a red flag for me because there should be no instance where you don't know. So, I'm going to leave it there and open it up for questions. I did want to start that debate off and then if you have questions for myself or staff, I'm open for that and then we'll get into the resolution.

Commissioner Bynum said I have a variety of questions. I believe you said you spoke to Chief Billy Friend, but I heard staff say we do have a parking agreement with the 7th Street Casino and I don't know which one of those things is true. You're telling me the Chief says he doesn't. **Mayor Garner** said he said he wished he had that opportunity to have conversation about additional parking. **Commissioner Bynum** said there's a parking agreement with the Wyandotte Nation. **Ms. Green** said that's correct. **Commissioner Bynum** said so that doesn't quite line up with Chief Friend saying he wished he had been able to have a conversation—**Mayor Garner** said about additional parking. **Commissioner Bynum** said additional parking. I work downtown every single day and I know for a fact that the casino patrons are parking in the Public Health Department parking lot. They have a van that goes around and picks them up from wherever they can find a place to park and that's been going on ever since that casino opened, so I don't know that those two things are much different. I also don't know if they're paying to use the parking lot. It sounds like maybe they are, which means there's an agreement in place. **Ms. Green** said yes, the agreement went into effect in 2008. **Commissioner Bynum** said okay. I knew it had been a good long while that they'd been operating. **Ms. Green** said right and it was signed by the then County Administrator.

Commissioner Bynum said these three sets of documents, Mayor, this one is the Consolidation Study Report. **Mayor Garner** said part of it. **Commissioner Bynum** said and that's the question. These two, are they from the Charter? **Mayor Garner** said ordinance. Those

are ordinances. **Commissioner Bynum** said charter ordinances. **Mayor Garner** said not charter. Those are just Unified Government ordinances. **Commissioner Bynum** said okay, so not part of the Consolidation Study Report. I wanted to be clear about what it was exactly that we're looking at because this report—**Mayor Garner** said is part of the Charter. **Commissioner Bynum** said this report is three months prior to the actual vote, so the Study Commission, while valuable, is not law. It's a report. I don't know other than, again, with the casino comparison, what were the other reasons that brought forward us needing to look, number one at the project, number two at the parking, and number three at the duties and rules that staff should follow versus authorities of the elected body. **Mayor Garner** said yeah, well, commissioners came to me. It started off with—it went to Commissioner Burrough's standing committee. He had questions. We couldn't answer him. We looked into them. We got as far as we could. We sent it back after the developer pulled his request for additional consideration from that standing committee, but there were still questions. We have a new commissioner, Commissioner Burns. I know some of his constituents had a lot of questions about that. I believe that Chief Friend had not only called me, but has called other commissioners as well about his concerns. I know we talk about parking and I don't know who did this study, but I can tell you I drive around here uncertain, good luck finding parking anywhere around City Hall or in our parking lots because it's just because of the good traffic that the casino brings because we want them to be successful at that venue. So, parking is very limited as it is and I think that was the Chief's concern.

The third deal is just okay, who actually approved this and I think a lot of our residents and some of our commissioners and myself I agree, and you can disagree with me, at the end of the day, you're the Unified Government Board of Commissioners. You create policy, you set it, you set the resolutions, you approve ordinances and you give the direction along with a budget to go forth that gives our administration, which is staff, to carry out the will of this Commission. I've gotten constant questions even before I became Mayor and even after about who's really running things here at the Unified Government. I think if you all choose to delegate a lot of your authority away to unelected officials, that's your purview, but I'm looking at policy and the policy if we need to change that to reflect that type of government, I'm all for it. I respect and will support anything you all choose to do as a Unified Government body. It makes no difference to me. This isn't about me. It's about me trying to help you all be better informed, more engaged, and to have

a little more oversight into how things are done and how things are brought forward and the disposition on matters that happen within our city. That's what this is about.

So me going through these ordinances and really looking at them in-depth, and it takes a lot of time and I know I'm missing some because there's so many more that I could have brought forward, but it's just I don't have the time or the resources to be able to do those types of things, so I brought what I could that are just the barebones basics. That's what you're looking at, that's what I read to try to give you all just something to think about and if you choose to go that route, I think it would give you all a little more leverage so when these types of questions on—because there's a broader question that was brought by Legal and I did mention it to the Administrator. It's concerning to me and, hopefully, it would be concerning to you.

If you go back to the powers and the duties of the Administrator, and if we take into account of what I read on the Administrator being able to sign all contracts, deeds, and other things, I think this is a gray area based on the opinions or I'm not even going to call it an opinion, the interpretation of some of our attorneys, I would say that what is to prevent a Mayor—an Administrator Tyrone Garner 10 years from now and I want to sign and deed away City Hall or the Fleet Center or any other buildings or properties or any interest of the Unified Government based on that analogy. That's a question and it was a concern to me because there's nothing to prevent that based on the view of Legal, which to me sometimes I don't agree with Legal all the time. I have the utmost respect for our attorneys, but I don't always agree and that's one of the areas that raises a big red flag for me because based on that analogy of past practice, I think that needs to be clear. That at the end of the day this Unified Government Commission should make that decision, not the Mayor, not the Administrator, nothing personal against anybody, and not anybody's staff that's not elected. This body with a majority vote should make those types of decisions and should be clear and that's all that I think a lot of folks I'm talking to are advocating for and I know that some of our commissioners that I've talked to are advocating for. I think that gives you all a little more leverage. Again, like I said, to ensure that you all are truly the engine running this government in a way that reflects the way you were voted in to have it run.

Commissioner Ramirez said I'll try my best to keep my cool on the moment. We all know where I stand on this. Why do we have staff then. If we're the ones to be the one to have the final say, final authority, why have staff. I want to apologize to David and to staff for the continued just

bringing down on staff for doing their job. The demonizing, the victimizing of staff. It's being said that we're the big boss, that we have the final say. We are partners in running this government and keeping this community safe. We are partners. There's no power struggle and this resolution or whatever that's on our agenda, it's in my mind a public censure against staff and that's not our authority to do so. That is the County Administrator's authority to discipline, terminate and do what he needs to continue the operation of this government. That is his authority, not ours. If we have an issue, we bring it to David and he will deal with it within the bounds of his authority, the bounds of the employment law, state and federal. We need to stop legislating as we are the Administrator. We are the policymaking body. We are not experts in every department. I'm not an expert in Public Works, I'm not an expert in housing and community development. I rely on the advice, experience, and education of our staff to guide my policymaking. I don't know everything and I will not say I know everything. Staff, you are a partner with us. You know I have stood by you since day one and I always will because I cannot do my job without you.

I, again, apologize to David and staff for the continued just going against staff for no reason. Yes, do we need to change some things, yes has staff made mistakes, yeah we're human, it happens, but again, if it's an issue, bring it to the County Administrator who has the authority to handle it. He's the one who will make the changes. If he comes to us and asks for our advice, he's a good County Administrator, he's a good partner in running this government. I don't know why we continue down this road when we have other issues that we need to deal with and handle. In my mind and I know it's going to be said against me and I'm going to say it anyway because I do not care anymore, this is a waste of our time. Staff is already doing what we're telling them to do. We passed the ordinances. I have nothing else to say. I just—the staff I hear you, I stand by you, I need you so I can do my job that I was elected to do.

Mayor Garner said you know I would agree with you, but you know I just don't agree that you're totally right. I was a staff member. I worked here for 35 years, 32, you haven't. I've been a manager, I've been an executive. I don't know if you have. I've supervised, I've managed. I don't know if you have. I've served on several boards, not just this one and operated things and watched things in a certain way. I don't know if you have. I've had over 32 years' worth of training in management. I don't know if you have. No disrespect to you, but I support this staff just as much as anybody up here because I need them too, but in any government there is a

hierarchy. In our United States government we have a President, we have a Legislature, there's a hierarchy that we all are responsible to. Laws are made and we have to follow them whether we like it or not. There's no baseline of all of us win a trophy because we're all on the same team even though we didn't win the game. There's a hierarchy and there should always be. That's how our system of government and most governments are set up. There's governments—go to New York. You know I've talked to that Mayor, sweeping powers. I've talked to Council's and others, sweeping powers because they're engaged. They're voted by the people to run their governments and run their cities. They don't hand the keys over and delegate what the people voted them in to do to other individuals that weren't voted in. Staff is here, that's what administration does. Decisions are made by this body, staff is there to carry it out and they do a good job. Once we tell them what to do, they do an awesome job. I was one of those employees and they work hard, most of them all the time.

This isn't about hiring or firing anybody. This is strictly about policy, nothing more, nothing less and what I'm reading in our policy that was approved by past commissioners, probably decades ago, and revisiting this and saying okay, does this fit the criteria where you all feel reflects where we need to be today based on this issue that came up and questions that were brought to me. Nobody is here bashing staff. I have nothing bad to say about any of our staff. As a matter of fact I praise them and thank them for their work. I work with them every day. They go out of their way to make sure me and my folks get what we need to help you all be successful and make informed decisions and we are all in this together. But if you look at our org chart, it starts with the people, the Commission, the Mayor, the Administrator, and staff. That's that hierarchy whether we like it or not and the people voted you all to make decisions and I just feel like when questions come from our people of who authorized this and I tell them well some employees made this decision, not the Unified Government, I'm going to be honest, people in this community have a problem with that.

Again, I challenge any one of you commissioners that disagree with me, come with me for one day because I'm out here in this community every day. I don't get home sometimes till 10:00-11:00 at night. I talk to people, I'm in their meetings, I'm in the streets probably more so than I should be and I'm getting this feedback, not something that I want, but I'm telling you what people want and they say they want this body to start listening to them. Little things like this, we shouldn't even be arguing over it. It should be clear. This is the Commission, this is your purview.

It has nothing to do with me. I'm not asking for anything for me. This is to help this body and future body of commissioners to be able to go out and tell the community at the end of the day yes, we make these final decisions. There's no question, there's no doubt about it, so I just wanted to make that clear.

Commissioner Kane said we've lost more staff members in the last couple years than we have in the 19 years I've been here and I rely on staff heavily to help me do my job and I have a thousand questions and I know I'm the most mouthy commissioner they're used to dealing with, but all I want to know are the facts. The facts are the facts. We have had employees stand at that podium and rip their ass to pieces on stuff, which is very, very disrespectful when we do that. We have a Legal Department to make sure that we don't get sued. We have multiple issues that we rely on staff to save us from being sued. This particular issue, if that's the deal, the next time that happens it comes back here.

Mayor, you say you're not going after staff, but in my mind they should all unionize because it sounds to me like you're beating them down and you're beating us down too because of our opinions. I don't stand up here like you just did with Christian and say hey, Mayor, I didn't like it. I give my opinion and that's it. That's all and I haven't been here for just a couple of years. I've been here for a heck of a long time and it's frustrating when we put this—and we do this to staff because we've lost a whole bunch of people in Legal recently and we can't fill the jobs. We can't fill our Economic Development person because people are watching these Commission meetings. I want quality people here to guide us. I have to deal with Public Works all the time and they've got to guide me. I talk to the lawyers. I talk to Bridgette Cobbins all the time and say, hey, I've got a question. Alan Howze, I've got a question to help me do my job and I think that's what we're asking. No, they should not make all our decisions, but they should help guide us to make the right decision and I'm sorry if you disagree with that.

Mayor Garner said I don't disagree. I think me and you are saying the exact same thing. Nobody's attacking staff. I'm talking policy. I haven't mentioned staff. If anything, I praise them. I don't know what you're talking about when you say staff is being attacked. They're not, this is about policy. You mention you want to make the best informed decisions. Well, I do too, that's why we're here. I don't know if you knew about the parking agreement. I know I didn't. I know

some of the other commissioners didn't. That's why we're here for that very reason and looking at policy on how we can improve the level of information and communication between staff and you all so we don't run into these issues and then certain commissioners and myself don't get asked why is the public parking being given away to a private developer. I would love to be able to say because this Commission approved it, end of story. I think you can't argue with that and that's what our policy says this Commission should do. That's all.

I'm going to say it to the public since it seems to be going on deaf ears. Public, I care about our employees. I guarantee the vast majority of them do a great job every day. I was one of them. I support our employees. I'm going to continue to do that. We have some of the best employees you'll find anywhere in the metro. Are we all perfect, no we're human. I think Commissioner Ramirez said that. This is not about employees or about personnel. It's about policy and looking at it to make sure this Commission is comfortable with where we stand on how things are being run in accordance with the Charter and the ordinances and I have to do that because I'm sworn to, to make sure that we're following it as it's written. If you don't like the policy, my thing is, number one we're bound by it by state law and number two, if you don't like it, change it. That's all I'm saying. I'm good and will support whatever this Commission wants to do, but that's what this debate is about. It's not about debating about what employees did or didn't do. It's about policy and how we make sure that this Commission is well informed and is making the final decision and is the final arbiter and gives the final disposition on matters that are of interest to the public. That's it, nothing more, nothing less.

Commissioner Lopez said I agree. I mean the staff is phenomenal. I mean I know we make some mistakes, but I was doing some research on when this whole resolution—or this resolution to adopt to reinstate the authority, Commissioner Kane I guarantee he was here when it happened. I just don't remember who the Mayor was, but it was originally before it was. Anyway, Marinovich I believe on my research was—she's the one that had it changed, had something to do with some strip bars and had something to do with the Mayor or something was paying somebody. I don't—something to do with that, but Marinovich changed that and it's something to do with that. We just need to change this back to like it was originally. There's just so much going on that it's like whoa, whoa, whoa. There's just been some bad decisions made every now and then, but it ultimately needs to come back to the Commission to make the final and our Administrator—I

mean like today on our on-three meeting I loved it. He was—I was like wow. I mean he really made some really good points and I loved how he just stood fast and put his feet in the ground and not going to budge.

That being said, as far as this going forward, the adoption has nothing to do with—I mean it won't take place. It won't change anything with the City Hall Lofts or anything like that. It's already in play.

Action: Commissioner Lopez made a motion to reinstate the authority of the Unified Government Board of Commissioners to set all overall policies.

Commissioner Lopez said I want to make that motion to get that moving so we can move forward and get stuff done. As a business owner too, I mean there's a lot in play that I see some bad decisions and not purposely. It's just when it comes down to it there needs to be one boss and we are that one boss as a Commission.

Mayor Garner said I'm going to hold off on recognizing your motion because we still have other discussion. I believe we have the Administrator.

Mr. Johnston said you're talking about a few issues here. First of all, if we can go back to the start of this discussion, let's take just a quick history road. A previous Commission passed the rezoning of this property for this use in 2022. The petitioner also wanted a variance for parking and got denied at the same time. They made arrangements and got it approved in July of last year, so this project's out.

You're talking about another issue and that is, is the staff running a muck and doing their own thing. Our training is we have to follow what's in the ordinances. Those are the policies that are outlined and passed by this board and previous people who have served on this board and until they're changed, that still is our direction.

If you're talking about the simple issue about a parking agreement and who signs it, we already have a policy dealing with property disposition. Not to counter the Mayor, but there's no way I could ever sign away real estate like Municipal Building here. There are rules that I have to

follow that were passed by this body to deal with property disposition and those directions are ones we have to follow.

If you're talking about wanting us to look at property disposition policy to include stronger language on who authorizes leases of public property, we didn't give it away. It's being leased, but we can bring that property disposition ordinance for reexamination and discussion by you folks and then you can make changes for that. The Municipal Code is large which has gone through public process and review and those are the directions that we follow. If a precedent was done incorrectly by a predecessor, I can't do anything about that, but it was viewed as legally okay in this case and, therefore, I authorized it and that's that.

One thing about a zoning change and I know there was discussion behind the scenes that more and more people have surfaced that were against this project. Once a zoning is done the owner of that property has a vested right to be able to build on that property under that zoning classification. That's not coming back here. That person is building—can build that project because they have a legally vested right that can't be taken away from them to do that. The Board of Zoning Appeals is specifically called out as a body in state government by state statute that says appeals to policy for land doesn't come here to get approved. It stays there. So, they received approval for if they could satisfy their conditions, which they did and the owners proceeding with their project.

However, I do want to let you know that most of the time when we deal with development projects, parking issues are taken care of in the plan development process with Planning & Zoning making sure that they meet the plan, the parking capacity required by types of uses and then that goes through the Planning Commission and eventually it will come here. It's not like this stuff is done in a vacuum. It's complicated. We do have policies in place called the ordinances that we have to use as our direction and I would suggest if you would like a closer look at the property disposition to include stronger language on leasing UG-owned property for private use, we can do that. **Mayor Garner** said selling City Hall is a hypothetical.

Commissioner Bynum said I appreciate the Administrator for bringing some clarity to some of that because it's interesting and has been interesting. The whole time I've been a commissioner that there are areas where those decisions simply don't come to the Commission and the Board of Zoning Appeals is one of them and it's laid out in state law. This isn't the first time a developer

or even an individual has needed some kind of variance through the Planning & Urban Design Division and something has gone to the Board of Zoning Appeals.

I have a couple of questions. First of all, Legal maybe or Kallie with Planning, you can tell us who is the Board of Zoning Appeals. Who sits as that body? **Ms. McLaughlin** said the Board of Zoning Appeals is made up of members who are the same staff that is in the Planning Commission and as you know the commissioners decide who those members will be. **Commissioner Bynum** said I want to make sure I understood what you said. Is the City Planning Commission that is appointed by this set of commissioners the same people who sit as the Board of Zoning Appeals? **Ms. McLaughlin** said that is correct. There are two separate standards and two separate committees with different judicial powers and legislative functions, but effectively they are the same people physically in the chairs during each meeting.

Commissioner Bynum said okay. For clarity from Legal, I think on the resolution in the first paragraph it says, “whereas the Unified Government Board of Commissioners under Section 2-56 of the Code of Ordinances” and then the second paragraph “whereas the Board of Commissioners pursuant to Section 402 of Appendix C of the Code of Ordinances.” I would like clarity around the reason those two particular items are called out in this resolution and perhaps what that is trying to tell me is that if we resolve by the governing body Section 1 to the extent permitted by law, etc., are you identifying that these are the two places in the code where that resolution will sit, will live? I need to understand a little bit better what this is, where it would reside in the code and then lastly, its implications for any other item that goes to the Board of Zoning Appeals that once it’s either denied or approved needs a signature. Are we making a statement with this adoption that in fact we are not authorizing our County Administrator to sign a decision by the Board of Zoning Appeals? I need more info than I currently have.

Mr. Conway said, Commissioner, I’ll take the first question first. The procedures with respect to the Board of Zoning Appeals, if you don’t like the outcome, the appeal is to the District Court across the street. It doesn’t come to the Commission. So, to that extent the commissioners may not have seen this issue because it went to BOZA and that’s where it was and if it went any further, you probably still wouldn’t see it unless you keep track of the proceedings across the street, so that’s that question.

I actually drafted this resolution at the request of the Mayor’s Office, so as far as the language and the whereas’s and that type of thing, that’s just a statement that under Section 256

of the code, the Board of Commissioners already has the power to adopt the codes, ordinances, resolutions, etc. That was just a recognition that's already in the code right now and the second whereas is that under Section 402, Appendix C, it lays out that the Board of Commissioners already acts as the primary policymaking body for the UG. That's already in the code. The County Administrator is also determined to be the administrative head and so those roles are already laid out and it's pretty specific. So, given that context then the Mayor's Office wanted to reiterate, restate that the Board of Commissioners has fundamental and final authority to set policy, so that's what that language says and that Section 1 is not to be codified in the code, it's just a resolution restating what's already in the code. **Commissioner Bynum** said so it doesn't give anybody new powers or take any current powers away from any person associated with the Unified Government. **Mr. Conway** said that's my reading.

Commissioner Lopez said I think this is also why—let me ask Urban Design Planning & Zoning here, before you start a project is it a rule of thumb or part of your ordinance that petitioner to send a letter to the neighbors because the Indian Nation Casino never received a letter of this project at all, ever, and now they are up in arms and we are now looking at the funding. In the past 16 years they've paid us over \$7.6M, roughly almost \$500K a year. Because of this project, because they didn't send the letter he's saying you can say goodbye to that 500 grand a year. **Mr. Conway** said there is the agreement of the payment annually, but that's to pay for public safety. We provide police and fire—**Commissioner Lopez** said right. I asked him about that. He said he doesn't have to pay, we're just being neighborly, we're just being neighborly. **Mr. Conway** said if they withhold the payments, then either we wouldn't provide the services—**Commissioner Lopez** said they have enough money, they could go buy their own. So, we're looking at whatever this project can bring us versus that's a huge cut. That's a huge cut.

Ms. McLaughlin said most of the planning entitlements with the exception of just a handful do require a public notification. The public notification radius is 200 feet. Given the size of Huron Park, it's likely that they did not fall within that 200 ft. boundary, therefore, they would not have gotten a notice. I am able to pull up the list and I believe I provided kind of a generality of who was included and it would have included the neighborhood group, the Strawberry Hill Neighborhood Association, the President of that neighborhood association would have received that, some various residences that were within 200 feet of that boundary, and it was also provided

to Commissioner McKiernan who was the commissioner of that district at the time and then I believe the At-Large District Commissioner as well. So, it did go to some people and those lists were in fact generated mail, but unfortunately, it doesn't seem like they fell within that 200 foot radius. **Commissioner Lopez** said so now it's going to cost us 500 grand a year for that small little overlook. **Ms. Laughlin** said I can't speak to the terms of those agreements and parking agreement. I can only speak to that 200 foot radius and what that process entails. Those are separate agreements made with other governing bodies here. All our ordinances allow us to do or require us to do is the 200 foot radius notification.

Commissioner Lopez said okay and then also how come—I did finally receive the archaeological study from Terracon. How come our state archaeologist does not have that? **Ms. McLaughlin** said unfortunately Randy from Historic Preservation had to leave, but from what I understand we have different levels of districts here and this is not an archaeological district; however, we did require as part of this—during the Landmarks Commission that they do what's called a ground penetrating radar, a GPR study. GPR was completed by Terracon in conjunction with the State Historic Preservation Office and it did not appear that anything was determined to need excavation or that would have been relevant. I believe the building was damaged or demolished multiple times over the decades and was demolished I believe in 1964 and there's different standards of excavation care and preservation at that time that may not have been considered, you know, more carefully in historic. So, if there was anything there, it was likely already removed or already damaged beyond an extent that was deemed reasonable to be able to preserve. Without finding evidence through this radar that there was anything left underground to preserve, then the archaeologist would not have to be called into play.

Furthermore, as Randy kind of described to me earlier, we do have an agreement internally with our Historic Preservation Office within our department and with the State Historic Preservation Society about what our archaeological scope is for recommendation and in this case because the district is not an archaeological district; however, Randy and SHPO as the State Historic Preservation Office classify it, an archaeological study was really not required. It could be handled internally through our office, but we did go that extra step and request the ground penetrating radar, the GPR, just to verify that there was in fact nothing underneath that job site that we could see that would be determined to be a significant importance.

Commissioner Lopez said I don't understand that because it's not just a normal cemetery. This is a National Cemetery, which my fed guy hasn't got back with me yet, but he will because there's other ordinances in play that I think will supersede the UG's. **Ms. McLaughlin** said and I appreciate that. Unfortunately, that is not my specialty. I'm more of the construction person. I just can relay with what Randy provided me for context and so I would defer to him for some more details on which districts are archaeological districts and which districts has different classification and what the procedures are for each one of those historic districts. They're different from Quindaro then they are different from Hanover Heights and so on and so forth, so each different district has different policies surrounding it, depending on the extent of the buildings or the type of site or landmark in the area. I apologize I'm not able to comfortably explain that in maybe a better fashion, so I would encourage to follow up with Randy as I know he is, he is needing to make that evening appointment, but that is the best of my knowledge at this time.

Commissioner Lopez said does Randy have a—to the best of your knowledge, does Randy have a degree to hold this role? **Ms. McLaughlin** said yes. I believe he graduated from Missouri S&T with a Bachelor's Degree in Historic Preservation.

Ms. Green said I remember after we had the standing committee meeting and you were asking about Section 106 and that falls within the National Historic Preservation Act and I did look into that after we had that meeting. That act only applies if it's a federal project or if it involves federal funding and because there is no evidence of federal funding involved, even if they may at some point get federal tax credits, tax credits are not the same as federal funding. So, because we don't see any evidence of that involved, the National Historic Preservation Act does not apply in this situation. So, in that case Section 106 would not apply as well. **Commissioner Lopez** said well, right. I understand that. That's what the State Archaeologist followed up with me about too, but at the end of the day we have a great neighbor that doesn't have to give us 500 grand a year, but he does and now we're looking to lose that because of a small oversight and that's not okay. It's very concerning and I think that's why also this second item was added to—not to, there was just—it was a small oversight, now it's going to be very costly.

Commissioner Hill said I just have one question for staff. Why was the commissioners not included in approving this parking piece? **Mr. Conway** said it was a matter before BOZA and the

parking agreement—**Commissioner Hill** said whoa, BOZA. **Mr. Conway** said Board of Zoning Appeals and that was the item before that body and so the parking agreement was a piece of putting together all of the parking slots that would add up to the 60 slots that was necessary for this project. So, once that was proven to them with this parking agreement, then BOZA was satisfied and that was it I believe. **Commissioner Hill** said so when you say that was it with zoning being satisfied, does that mean zoning had the final say? **Mr. Conway** said on that variance, yes.

Angela Lawson, Interim Chief Counsel, said if you're inquiring about the agreement, no, the agreement was signed at a staff—by the County Administrator, not by BOZA. **Mr. Conway** said the agreement was to satisfy a condition that BOZA imposed, that's right.

Commissioner Hill said in the past the former County Administrator would have signed that document without the commissioners approval in the past. **Ms. Green** said yes, that's correct. The other parking use agreement that we have in play right now is the one we have with the casino. That was done in 2008 and it was also signed by the County Administrator and that agreement did not go in front of the Commission that we could find. There's no authorizing resolution that we could find or an authorizing ordinance and that is consistent with the authority delegated to the County Administrator to sign those types of documents. **Ms. Lawson** said and as he stated there is a prohibition on him selling property and signing off on that and then, obviously, development agreements, which is the use of funds, would have to come before the Commission. His signing the agreement does comply with our ordinances.

Commissioner Hill said okay. I'm just trying to make sure I understand what has happened previously versus—the difference with that versus now and I understand that the commissioners are to be the one that sign off on everything I thought until tonight when I found out there are certain things that the County Administrator can sign off on without the commissioners knowing about it. So that's what I'm trying to distinguish for myself this evening. **Ms. Lawson** said there are, for example, contracts, you know, purchasing contracts. The purchase of office supplies, equipment. Once the Commission authorizes the budget and say it has three dump trucks, then the County Administrator is authorized to sign off on the contract for the purchase of those three dump trucks, but only if there's money in the budget for that purpose. So, that's another example of when the County Administrator has authority to sign documents.

Commissioner Hill said what I'm trying to understand is, I certainly appreciate the documentation before me that lays out what role the commissioners play versus the County Administrator. I was totally surprised when I saw the paperwork come through about the parking lot and some of the questions that were posed at our previous meeting. So, this whole conversation is very key for me and just helping me to understand what can and cannot be done. I understand in the past that the County Administrator could sign off on certain items and the commissioners not necessarily have to sign off on it. I also can appreciate the role of the commissioners knowing ahead of time that something like this is going to happen also, so it's a little bit confusing, but I think I'm gradually understanding. So, thank you to all of you for being patient with me as I'm just trying to understand what's going on.

My main question was, why was not the commissioners included in approving this process and it's because the Board of Zoning signed off on it and then the County Administrator signed off on it, but still the commissioners didn't. **Ms. Green** said correct.

Mr. Conway said, Commissioner, I guess maybe the sequence was BOZA needed to be assured of the number of parking spots in order to sign off on it and so the agreement was reached that satisfied the 60 spots and then BOZA said all right, so that satisfies that. The appeal of that decision would be District Court.

Mayor Garner said there's some confusion. It seems like there's some apples and oranges here and I need clarity too. BOZA only approved the variance request for parking, correct? **Ms. McLaughlin** said correct. **Mayor Garner** said BOZA did not approve to transfer our lease, Unified Government property on behalf of a private developer. They don't have that authority. I looked at the state statute. I should have brought it down with me. BOZA is a subset of the Planning Commission and they looked—it was denied and they came back with an appeal for a variance just for parking. This isn't so much about the deal, the deal is done in my opinion. This is about our policy and our practices and procedures and making sure that everybody's clear and me trying to help get the right information that's going to have profound impact on our residents to this Commission and cut out some of this bureaucracy. That's what this is about and there's a lot of bureaucracy in this Unified Government. It has nothing to do with personnel, again, it's about our policies and that's all we're working on.

I go back to say that yes, the County Administrator based on BOZA being satisfied and saying yes you can have a variance and then as part of this agreement with this developer to give or lease out our property to the developer, which if the Commission would have said yes, we're fine with that. Okay, that's where we're at, but I'm saying it doesn't sound like this Commission had that opportunity and here's where my disagreement and how I look at the policy, it says that the Administrator can sign—I didn't bring the Mayor's duties, but it says I can sign a lot of things too. It does, but I don't sign things without it first coming before this Commission and this Commission approving it, then I sign it after the fact after I'm comfortable this Commission has seen it, debated it, is comfortable with it, and vote with the majority vote to approve it, then I sign off on it. That didn't happen in this situation and I can tell you if the Planning Commission can't approve anything and they can only recommend to the full Commission and BOZA being a subset of individuals from the Planning Commission I didn't see anything in state law, and please show it to me, I don't want to—I like to see it. I'd like to trust you but I'd like to verify and the only reason I do that is because I'm here every day and you know I like to see it in writing and I like to make sure these commissioners see it in writing as well in black and white. I don't operate off of what you tell me. I like to see it and read it for myself, so if you can get me that, that would be great.

Even on these powers of the Administrator, I don't see that anywhere and I go right back to—it says the Administrator signs all contracts, deeds, and other documents. I get it. He signs it. I do that same exact thing. If you go back up to the Commission, the duty to purchase, to lease, to construct, to maintain or otherwise acquire, hold and operate any building or other property real or personal for any public purpose and to sell, lease, or otherwise dispose of any property real or personal belonging to the Unified Government. I know that Commissioner Bynum, she read the Charter, but that is the Charter recommendation is part of the Charter if you read the entire Charter and that recommendation says that. That the Unified Government is the Legislative Branch, which is the Commission, the Executive Branch, which is the Mayor, that I know some people don't want to recognize and that's okay and the Judicial Branch with other people that don't want to recognize, but that's okay, and the role of our administrative staff which carries out all these directives with the budget from this Commission.

I'm just saying the information I've gotten from both some commissioners and community I bring this process into question and I'm not saying that the project is dead. I think

we've gone past that, but what I am saying is to this Commission this resolution just reaffirms in everybody's mind that this Commission, not the Mayor, not our Administrator, and not staff and not even the public, but this Commission that was voted on behalf to be the representative governor of the people of Wyandotte County in Kansas City, Kansas makes these decisions and no one else, especially when it involves public parking. When I come in here at night and I see that there's no parking any where because the Health Department is filled up, now we're going to add to that. I mean they're parking all over the place around City Hall to go to the casino and parking is very limited and now we're going to add to that parking problem, which we don't have the public safety resources to handle and Parking Control everybody knows they don't operate after 5 p.m., I just think in fairness to this Commission and that's what it's about looking at this policy and making sure that our commissioners are well informed on matters such as these and that is concerning to a lot of people especially from what I'm being told in the Strawberry Hill area and so that's what this is all about.

I appreciate staff and everything you guys have done to try and get us their information, but there's a lot of research that needs to be involved in this on just the little stuff I've seen in our Charter and in our ordinances and our resolutions. There's a lot of gray areas that need to be cleaned up and I know Commissioner Burroughs has that task force and he's working on looking at it, but it is a huge task. I don't believe we're going to get all that solved tonight with all the blind spots in our Charters and our ordinances, but that's why I go right back to what I've said before, we haven't even looked at them for over 25 years and now is the time to do that.

Bottom line is, tonight this was not so much about the project and developer, but about how we got to the conveyance or leasing of that property there and was that the correct protocol with this Commission. At least not everybody, from my understanding, knowing that was going to happen because I want to be able to go out and tell our constituents exactly and feel comfortable as the Mayor how that came about. I think I have a better understanding how that came about, but when I tried to explain that, then I got kickback from some residents saying well that's not how that's supposed to work. When do we start giving up parking in our Health Department to private developers. That was a question and if this Commission is fine with that, that's fine.

Commissioner Burroughs said I just want to try to bring this round full circle if I may. I know we went straight from Item 1 to Item 2 and I don't know that we want—I wanted to make sure that

my fellow commissioners from the Economic Development Committee as well as those who were in attendance that evening had a chance to have the questions answered that were proposed in the committee. It was important that they have a chance to do that and you know I don't operate in a void and I want everyone's voice to be heard. There was a number of things that came up. It was the blue sheet that hit the Chairman five minutes before the meeting to go to discussion versus an action item and that raised some concern. I don't recall ever having that happen since I've been here in the seven years and so that was a new ground for us to wander through that evening plus there were questions about the notification process to our neighbors across the street who have been good partners. Then, there's the parking on the street. The street had been impacted by a number of parking spots which affects not only the people visiting City Hall, but visits the other businesses downtown. The roadway was blocked a third of the way across the road in the middle of the evening and I was concerned about a traffic impact on that and I know that our fire station parks their fire trucks on the east side of 6th Street going south when they come out of the fire department and let them sit there and now they're staging facing the wrong way on the other side of the street and so it creates a little bit of a traffic concern and safety concern there. So, the street impact was one that was raised.

I know the Tribal grounds and historical grounds and financial impact has been discussed here this evening, but in all respect for the new commissioner of the district and questions that were raised by individual commissioners on the committee, I felt it was significantly important that we bring this back and get a full timeline so there's just very few questions because we've had a new Administrator, we've had new Directors in new positions, so it's just been a process that may be not deliberately done, but the perception can be wrong if it's not utilized properly. So, through proper transparent discussion we can find out exactly what happened and if there's any remedies that need to be conducted, we can do that. Due to the number of constituent questions and concerns, I believe there was even a question about change of ownership of the development project and what degree of ownership causes a significant change and these are things I can't answer and those were questions that were raised that night. I'm really glad that Legal was there because it gave them a chance to forecast—for us to forecast to them the questions that were going to come forward.

I think the Landmark Commission was questioned as well as I know some of the colleagues have reached out and talked to the federal entities, but I think some of the concern that

was raised was the elimination of our only mixed-use rental facility in downtown Kansas City, Kansas and that's at the old City Lofts that the market rate apartments that were in there are now being eliminated and so the entire project will now be all low-income tax credit housing. That raised a number of concerns for many of the constituents that I hear from and I won't speak for the other commissioners quite capable of doing that. I wanted to ensure that we separate these two resolution issues Mayor because I think we've gotten them tied up collectively together. I know where they got tied up and that's where the use of the government property was given permission to be utilized by a private entity and I want to go back to the commissioner on the end that stated he wants to work collectively. I remember when he was first elected we had an issue very much like this before this body and I reached out to that commissioner and stated that will be one of the first issues he's going to have to deal with when he got elected and that was the private entity utilizing a government building. So, there are those of us on this Commission that really do try to work collectively together to find a resolution and I know it took a couple of iterations and some battles and some heavy lifting and sometimes some conflicting language, but it got remedied. I don't know if it's 100% remedied, but it's moved along more smoothly now. There's been an agreement made and I think that comes from having open, honest, transparent communication with those that are affected in their district.

As Commissioner At-Large I don't remember, and as Chairman of the Economic Development Committee I don't remember, seeing any renderings of any layouts of the former lofts that I can recall and if they did come to my committee, then I'll stand corrected, but I don't recall those and my memory serves me pretty well, but I'm not saying it's perfect. So, if there were renderings submitted as to the design prior to the plan coming forward with the changes, I would like to know because I think it went from mixed-use down to LIHTC and the floor plans changed. If there's renderings from before, they can't be the same renderings that we're talking about today. I don't need an answer. I just don't want to put anybody in that spot.

So, that leads us to this discussion about a resolution change and if I understood Legal correctly and the way I interpret it, it's just codification that is already—the resolution and ordinance will change nothing except codify what's already there. If that's not my understanding, please help me understand that Legal because I believe I heard that from Legal. But if that is the case, then I might want to make a suggestion colleagues that when we have a piece of government property that is going to be used in a development project that only requires the Administrator to

sign through Planning & Zoning, we get notified if they exceed a certain amount of money, we get notified if there's other actions that need to be taken that are already in policy. It may be that we implement a policy that says if there's a piece of government property that will be utilized by a private developer in our community, the Administrator has agreed to do that, the In-District Commissioner and the Commissioner At-Large be notified prior to the signing of the agreement. I think that's a really straightforward, very transparent, very easily done trust building option.

Mayor, I really thank you for the time you've given me. I made copious notes this evening with the comments being made and they'll go into my written file, but I'll stand for any questions should any of you have any questions.

Commissioner Stites said there's a couple things and I think I totally agree on everything that Commissioner Burroughs said there. One thing that I want to make sure that we address, go back to what Commissioner Lopez said about the amount of money that is given to the Unified Government from the 7th Street Casino that because of the small oversight, I don't know that there has been a small oversight. I don't know that anybody has identified a small oversight. You know that if they didn't fall or did fall within that 200 foot distance, so I don't know that it's an oversight. If somebody can say they were outside of that 200 feet, then we did exactly as policy dictates that we should do. Now, if they didn't, then in lies there possibly could be a problem, so I don't want to say there was an oversight and that it cost us money because I don't know that occurred.

The other thing that I want to say is I believe that BOZA acted within the guidelines of the state statutes that are currently in place. There's things that don't come in front of us that state statute mandates and I don't believe that staff nor the Administrator worked outside any current guidelines that we have in place.

I am in favor, however, if we need to bolster language as Commissioner Burroughs suggested, if we need to bolster language that strengthens our position where if there are those things that Commissioner Burroughs named, you know, land in a certain amount, that is something I'm in favor of so that there are more eyes that get put on this. I totally agree with that and I appreciate the opportunity. I don't know if that's something—how we do that Mayor, looking at it down the road if we're going to try to draft an additional ordinance, do we still vote on this resolution tonight or how would that look? **Mayor Garner** said there's a motion. There's a resolution here. I was going to ask for a motion. It's up to you to vote yes or nay once I accept

that motion, but we can always draft—I mean it’s the—that’s what this is all about. The authority of this Commission to draft, rescind, implement or direct the Administrator on any ordinances, resolutions, or policies at your will. I mean that’s what this is about.

Commissioner Stites said so, vote on it maybe tonight and then it’s a living document and we—**Mayor Garner** said somewhat like the task force. If you bring forth policy recommendations or ordinance changes, those are ongoing. That’s the power and the purview of this Commission. I don’t even have that ability. I don’t get to vote, so I’m just trying to empower this Commission to be able to do that exact thing and just ensure that our public, myself, our Administrator, and the staff are clear on the fact that this Commission as a voting majority body has full discretion and power and authority on how policy’s interpreted and how things are run in this Unified Government because I believe in a representative form of government. That’s the expectation from the voters that vote all of us in these offices. They want to feel like their elected officials are running things and not so much unelected staff that really by a policy they administrate. They carry out the will of this Commission.

Mr. Conway said, Mayor, I’m sorry but I think I may—if I misstated, I’m sorry, but for Commissioner Burrough’s question, this resolution is just a simple resolution. It’s not to codify into the code. I think I may not have made that point, so if that makes any difference. **Commissioner Burroughs** said thank you for that. I wanted to make sure that as I was writing as I was listening that this doesn’t change anything on how we’re doing things, but yet there’s an issue that some feel that this needs to be done. So, there’s a kink in the system somewhere and I think these kind of discussions are important to have so that once everybody’s armor—they learn to lay their armor down and have these discussions and find out where we agree and then we can start working as to where we disagree.

If I’m to understand this, if we pass it, it means nothing and if we don’t pass it, it means nothing—or if we approve it, it means nothing. **Mr. Conway** said, Commissioner, it’s a restatement of policy that’s not in the code. It’s a resolution and so at least that’s on record and so that provides some direction and I think Commissioner Stites probably was going to follow from that.

Commissioner Stites said I think you're exactly right. What I think that I would like to say is that we don't vote on this tonight and that we give staff recommendation to—or direction to bring back language that says exactly what we expressed this evening that bolsters the opinions of putting more teeth into the ordinance for the Commission to be able to have the final set of eyes that looks at it. That's a motion.

Action: Commissioner Stites made a motion, seconded by Commissioner Kane, to give staff direction to bring back language that says exactly what we expressed this evening that bolsters the opinions of putting more teeth into the ordinance for the omission to be able to have the final set of eyes that looks at it.

Mayor Garner said I can't recognize those motions. We still have Commissioner Ramirez and Commissioner Lopez and then we've got the issue of Commissioner Lopez's motion.

Commissioner Ramirez said just to clarify for the community, I know it's been said that BOZA is a subset of the Planning Commission, the same eleven Planning Commissioners that we appoint sit also as the Board of Zoning Appeals. They're the same people. I just wanted to make that clarification. I agree and I worked with Commissioner Burroughs during that time with the same kind of issue of a private entity over taking—being inside a public community center. As he said, it took time, it took some compromises, took some negotiation between us as the Unified Government and them as a private entity to take and use a private—or public property.

I agree that we can come up with compromises to change and as we've been saying bolster our authority and bolster where we get notified of certain things over a certain threshold when it comes to public property. All of that can happen without having to pass this resolution. We just as a Commission vote and say, County Administrator please bring forward, Legal Department please bring forward language that says this. That is our policymaking authority. Again, I'll say we can make that motion tonight without having this vote. This vote's not necessary. If all commissioners agree that we want change in language of how public property is disposed of or leased, we can all make that—agree, make the motion and give the direction to the County Administrator and Legal to come up with the language. The resolution that we have in front of us

is not necessary for us to do that. We already have that power and we can use that power anytime we want.

Commissioner Lopez said question real quick about—Commissioner Burroughs was talking about how we were supposed to have an action item about this project, but then it got changed to information only—or discussion, whatever. Then, I was told the petitioner pulled their application and that’s why it got switched. So, now what about those permits that the petitioner had, but then he pulled his application. **Mr. Conway** said there’s certain words—they put in an application for IRBs and so that item that would authorize the commissioners to approve that, that item was scheduled for ED&F and then the developer said forget it, we’re going to withdraw that and so that took the IRB issue off the table. Now, they did submit an application for IRBs and so when that item goes—assuming the application’s gone too. It doesn’t go to the building permits or anything like that, that’s a separate issue.

Commissioner Lopez said so the building permits were signed off by the Director of—who gave the building permits? **Ms. McLaughlin** said I did. **Commissioner Lopez** said you gave the building permits. **Ms. McLaughlin** said correct. **Commissioner Lopez** said okay, because just like what Commissioner Ramirez was stating at the beginning about sometimes we make mistakes and things happen, what I’m saying is that when I said oversight that is going to potentially cost us 500 grand a year. I’m not saying—I’m just saying it’s—he’s very strongly going—it’s going to cost us. That’s why I was trying to—I understand when you say is oversight—or you know we all make mistakes and oops that happens, well that’s a huge oops, that’s a monster oops. As a business owner that’s really bad. That’s not good. I mean 500 grand a year that’s a lot of do-re-mi.

Item No. 2 – 21281...RESOLUTION: RESTATING THE AUTHORITY OF THE UNIFIED GOVERNMENT BOARD OF COMMISSIONERS TO SET OVERALL POLICY.

Synopsis: Approval of a resolution restating the authority of the Unified Government of Commissioners to set overall policy and clarifying the intent that the determination of meaning, and implementation of such policy may be made by the Board.

Mayor Garner said, Commissioner Lopez, you had a motion. Does that motion stand? I'm going to recognize it. **Commissioner Lopez** said yes.

Mayor Garner said there is a motion. Is there a second for the resolution to reaffirm as is written the authority of the Commission as it relates to the Unified Government ordinances?

Commissioner Lopez asked, do we need to wait on that just for a second because we're missing a commissioner?

Commissioner Burroughs said, Mayor, I want to make sure of the motion, what the motion is. I just want to ensure that the motion—that staff has the motion properly written. I mean I'm a stickler on that. I apologize to the maker of the motion. It's been a while, lost in a couple hours of discussion. I just want to make sure that we understand exactly what the motion is and with respect to the new commissioner, he's back.

Commissioner Lopez said the motion was to—is to for the resolution to reinstate the authority of the Unified Government Board of Commissioners to set all overall policy. That was my motion for that adoption. **Commissioner Burroughs** said I will second it for the point of discussion. We've had plenty of discussion this evening. I think we all know what the motion has stated. Legal's given us as guidance. We've had plenty of discussion. If there's a motion, let's put this to rest.

Mayor Garner said there is a motion and a second. Clerk, roll call.

Commissioner Stites said I have a quick question. Since I did make that subsequent motion, it wasn't recognized, so it doesn't mean anything. **Mayor Garner** said correct.

Roll call was taken and there was one "Aye," Lopez and seven "no's," Stites, Bynum, Burroughs, Burns, Ramirez, Hill, Kane. Motion failed.

Action: Commissioner Stites made a motion, seconded by Commissioner Kane, that regarding the resolution before us now, that we give direction to staff to put in language that was expressed by the Commissioners and Mayor to bolster language for us to have the final look disposition of public property I guess is how we want to say it.

Mayor Garner said let me be clear. The motion was to have staff draft an ordinance that would codify the—I think Commissioner Ramirez hit it on the nose—the disposition of public property as it relates to development agreements to be vested in the hands of the Commission. Are we good with that? **Someone** was inaudible. **Mayor Garner** said it's slightly different. **Commissioner Stites** said yes, that is correct. That is my motion. **Mayor Garner** said, Clerk, were you able to capture all that? **Ms. Sparks** said I did. **Mayor Garner** said there is a motion and a second.

Commissioner Burroughs said, Commissioner Stites, you want an ordinance change or are you looking for a policy change? I mean they're two different things. An ordinance is a little more extensive, has a lot more meat in it. Policy allows us to still change it. I'm just curious because I know that I mentioned that we at least look at a policy change because if it doesn't work, we can come back and massage it, where if it's an ordinance, then we're stuck with it till we go through the legal channels again. I just want to make sure on the clarification because if it was due to a statement that I made. I think mine was more geared towards policy than ordinance and then it'll determine if we need—it gives us a level of disposition if it's over \$10K, he reports to us. If it involves parking lots or because we give away fire trucks, we give away police cars to other entities and I don't know if we need to get caught up in that minutia.

I've been advised that they're both policy and ordinance are the same thing. Policy can go into a handbook, but ordinance...

Commissioner Stites said okay, well I'm the one making the motion and here's what I'm going to say. I want it to be policy and my reasoning for that is so that we can massage it and tweak it as it goes along and then I believe that we codify it into an ordinance once we've got that final draft in place and I believe there was a second.

Mayor Garner said we have a motion and a second. Roll call.

Roll call was taken and there were eight “Ayes,” Stites, Bynum, Burroughs, Burns, Ramirez, Hill, Kane, Lopez.

Mayor Garner said we’re going to have to adjourn from this Special Meeting.

Action: Commissioner Ramirez made a motion, seconded by Commissioner Kane, to **adjourn**. Roll call was taken and there were seven “Ayes,” Stites, Burroughs, Burns, Ramirez, Hill, Kane, Lopez. (Commissioner Bynum was out of the room).

**MAYOR GARNER AJOURNED
THE MEETING AT 6:00 p.m.**

Monica L. Sparks
Interim Unified Government Clerk

dt

July 18, 2024



Unified Government Clerk's Office

Monica L. Sparks
Interim Unified Government Clerk

701 North 7th Street, Suite 323
Kansas City, Kansas 66101-3070

Phone: 913-573-5260
Fax: 913-573-5299
<http://www.wycokck.org>

Memorandum

To: David Johnston
County Administrator

From: Monica L. Sparks
Interim UG Clerk

Date: June 27, 2024

Re: Weekly Business Material

Attached is a listing of weekly business items presented to the Unified Government of Wyandotte County/Kansas City, Kansas, for informational purposes.

In addition to the listing of the items, we have indicated the action taken by the Unified Government Clerk.

Attachments

RM

Weekly Business Material for June 21, 2024 – June 27, 2024

1. CLAIM FOR DAMAGES:

- Kenneth Womack, Kansas City, KS, alleging missing personal property on 6/18/2024.

Action: Received and filed. Copies previously forwarded to Legal.

2. TRAVEL REQUESTS:

- Luke Bozett, Public Works, travel to Garden Grove, CA, from 8/4/2024 through 8/9/2024, to attend EMS 2024 Reliable Data for Sound Decision Making, Sewer System Enterprise Fund.
- Rodney Boston and LeeAnn Shelton, KCKPD, travel to Charlotte, NC, from 6/26/2024 through 6/29/2024, to attend PAL Youth Leadership Summit, PAL KCK.
- John Diaz, Internal Affairs Unit, travel to Kansas City, KS, from 9/2024 through 6/2025 (Intermittent), to attend Leadership 2000 Conference, Employee Training and Travel.
- Garrett Garrison and Sarah Monson, Health Department, travel to San Diego, CA, from 7/14/2024 through 7/20/2024, to attend TAPI Basic Instrument Training, Employee Training and Travel.
- Ian Hayes, Ricky Ledgerwood, Troy Shaw, and Tanner Stark, Public Works, travel to Atlanta, GA, from 9/8/2024 through 9/13/2024, to attend PWX (National APWA Conference), Employee Training and Travel.

Action: Approved by Administrator's Office and received and filed.

3. CERTIFICATE OF INSURANCE/LIABILITY INSURANCE:

- J&M Displays, Inc
- Andy Frain Services Inc
- Brosnan Risk Consultants LTD
- Garda World Security Corporation (x2)
- Taco Bandits
- Black Iron Eatery LLC
- Vallartitas LLC dba Barbacoa de Pecos
- St. Moritz Security Services Inc
- Allied Universal Topco LLC
- Premier Security Solutions Company Inc
- Wingstand Food Truck LLC
- Tacos El Rabanito
- Divine Eats and Treats LLC
- Sandwich Pimp Inc
- Tacos On Wheels
- KC Turkeyleggman LLC

Action: Referred to License.

4. BUSINESS BONDS:

- Electrical Bonds:
 - Clayco Electric Company, Inc
 - H&S Electric LLC
 - M.C. Electric Inc
 - Macario Arenas DBA Marcus Electric
 - McGrew Electrical Construction LLC
 - Mosby Electric LLC
 - CDL Electric Company LLC
- Plumber's Bonds:
 - Kruse Corporation
 - Plumbing By Fisher Inc
- Mechanical/HVAC Bonds:
 - Kruse Corporation
 - Alexander Mechanical Inc
 - Howell Commercial Refrigeration Company
- Pawnbroker Bond:
 - Sol's Loan Office

Action: Referred to License.

5. CONTINUATION CERTIFICATES:

- Plumbers Bonds:
 - A Bright Plumbing LLC
- Mechanical/HVAC Bonds
 - Dodson, Jim DBA Three Trail Heating and Cooling

Action: Referred to License.

6. CANCELLATION NOTICE OF INSURANCE/BOND:

- Electrical Bonds:
 - Integrity Electric LLC
 - Knight Electric Inc
- Tree Service Bonds:
 - Luis Tree Service
- Plumbers Bonds:
 - Plumb-Tek LLC
- Mechanical/HVAC Bonds
 - Thomas Heating & Cooling LLC

Action: Referred to License.

7. NOTICE OF RESCENDED BONDS:

- Kansas City Electric Company
- LR Construction LLC
- Travis and Alison Brown Inc DBA Xtreme Electric
- Global Rock Enterprise LLC

Action: Referred to License.

8. APPLICATION FOR DRINK EST./PUBLIC VENUE:

- The Campground LLC, Jordan Fox, d/b/a Sagebrush, 1639 Southwest Blvd, Kansas City, KS 66103.
- Great Life Kansas City LLC, W. Steve Price, d/b/a Painted Hills Golf Club, 7101 Parallel Pkwy, Kansas City, KS 66112.
- Perla Garcia, Evangelina Garcia, d/b/a Tarahumaras Mexican Restaurant, 503 N 6th St, Kansas City, KS 66101.

Action: Referred to License.

9. APPLICATION FOR CATERER:

- Highlands Sips & Events LLC, Amber Masters, d/b/a Highlands Sips & Events, 3741 N 124th St, Kansas City, KS 66109.
- Twisted Peach LLC, Sharee Boykin, d/b/a Twisted Peach KC, 7401 State Ave, Kansas City, KS 66112.

Action: Referred to License.

10. APPLICATION FOR CATERER/DRINK EST/HOTEL:

- MKP LLC, William W. Hutton, d/b/a My Kind of Place, 901 Minnesota Ave, Kansas City, KS 66111.
- Racing Notions Inc, Daniel Grimm, d/b/a Jazz A Louisiana Kitchen, 1859 Village West Pkwy #102, Kansas City, KS 66111.

Action: Referred to License.

11. APPLICATION FOR LIQ. TEMP. LICENSE:

- Lao Buddhist Association of Olathe, Terry Keodouangsy, d/b/a Boun Pra Vet, 1315 N 139th St, Kansas City, KS 66109. This temp permit is for 7/12/2024 to 7/14/2024 from 9:00 a.m. to 12:00 a.m.
- Lao Buddhist Association of Olathe, Terry Keodouangsy, d/b/a Sports Tournament, 1315 N 139th St, Kansas City, KS 66109. This temp permit is for 9/20/2024 to 9/22/2024 from 9:00 a.m. to 12:00 a.m.

Action: Referred to License.

12. APPLICATIONS FOR PRIVATE SECURITY BUSINESS:

- St. Moritz Security Services, Inc, D/B/A St. Moritz Security Services, Inc. 2900 SW Wanamaker Dr., Ste. 204, Topeka, KS 66614.
- Staff Pro, Inc. dba Allied Universal Event Services, D/B/A Staff Pro, Inc. dba Allied Universal Event Services, 604 N Main St., Ste. E, Wichita, KS 67203.
- Premier Security Solutions Company, Inc, D/B/A Premier Security Solutions Company, Inc, 615 S Saginaw St, Flint, MI 48502.

Action: Referred to License.

(Published _____)

SP2024-030

ORDINANCE NO. _____

AN ORDINANCE authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas.

BE IT ORDAINED BY THE UNIFIED GOVERNMENT COMMISSION OF WYANDOTTE/COUNTY/KANSAS CITY, KANSAS:

Section 1. Special Use Permit Granted. Pursuant to the regulations set forth in Chapter 27, Sec. 27-214 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, permission is hereby granted to use in the manner set forth in Section 2 hereof, the following described real property as set forth in SP2024-030, commonly known as 5510 Kansas Avenue, Kansas City, Kansas, legally described as:

Tract I: A tract of land in the Southeast Quarter of Section 14, Township 11 South, Range 24 East of the Sixth Principal Meridian in Kansas City, Wyandotte County, Kansas, being more particularly described as follows: Commencing at the Southeast corner of the Southeast Quarter of said Section 14, thence North 446.30 feet along the East line of the Southeast Quarter of said Section 14; thence West 57.94 feet, at right angles to said East line, to a point on the West right-of-way line of 55th Street, as now established, said point also being the True Point of Beginning; thence West 442.06 feet; thence North 126.874 feet, thence East 450.81 feet to a point on the West right-of-way line of said 55th Street; thence South 3 degrees 56 minutes 37 seconds West 127.17 feet, along said West right-of-way line, to the True Point of Beginning of the tract herein described, except as to all minerals reserved upon the terms and provisions of Quit Claim Deeds from The Atchison, Topeka and Santa Fe Railway Company recorded February 11, 1963, as Document No. 652407 in Book 1827 at Page 571 and recorded January 29, 1965, as Document No. 680649 in Book 1942 at Page 393 and in Statement of Claims recorded May 22, 1986, as Document No. 1008193 in Book 3140 at Page 732.

Tract II: A tract of land in the Southeast Quarter of Section 14, Township 11 South, Range 24 East of the Sixth Principal Meridian in Kansas City, Wyandotte County, Kansas, being more particularly described as follows: Beginning at a point on the South line of the Southeast Quarter of the Southeast Quarter of said

Section 14, 74 feet West of the Southeast corner of said Quarter Quarter Section; thence North 212.78 feet; thence North 3 degrees 56 minutes 37 seconds East, a distance of 233.79 feet to a point 446.30 feet North of and 57.94 feet West of said Southeast corner of said Quarter Quarter Section; then West a distance of 442.06 feet; thence South a distance of 97.28 feet to a point of curve; thence Southeasterly along the arc of a curve concave to the Northeast at a distance of 358.19 feet to a point 40 feet Northerly of, measured at right angles from said Quarter Quarter Section line; thence South 87 degrees 47 minutes East, along a line 40 feet Northerly of, normally distant from and parallel to said South Quarter Quarter Section line, a distance of 233.68 feet; thence South, a distance of 40 feet to said South Quarter Quarter Section line; thence South 89 degrees 47 minutes East, along said South Quarter Quarter Section line a distance of 36 feet to the point of beginning, except that part in roads and except as to all minerals reserved upon terms and provisions of Quit Claim Deed from the Atchison, Topeka and Santa Fe Railway Company, recorded April 22, 1966 as Document No. 699415 in Book 1980 at Page 347 and in Statement of Claims recorded May 22, 1986, as Document No. 1008194 in Book 3140 at Page 735. Located at approximately 5510 Kansas Avenue, Kansas City, Kansas.

Section 2. That the real property hereinabove described shall hereafter be granted a Special Use Permit for a 10-day hazardous material/waste transfer station.

Section 3. Conditions and Stipulations. The Special Use permit granted in Section 1 and 2 hereinabove, in addition to full compliance with any general provisions contained in Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby contingent upon the performance and observation of the following additional and supplementary regulations, stipulations, conditions and restrictions, of which any violation of any hereafter enumerated will be an additional basis for revocation in addition to those factors specified in Section 27-214:

1. **Per landscaping and screening requirements, a landscape plan showing trees and bushes along the edge of the property, as well as a six (6) foot tall screening fence, shall be provided to staff. The screening fence shall have masonry columns every 32 feet;**
2. **The applicant shall submit for a DRC Building Permit for a Change of Occupancy to the H3 Classification;**
3. **All materials on-site must be in a trailer or in the building, in a secure area;**
4. **The parking lot in places is in disrepair. The applicant shall either repair or repave these areas;**
5. **Storage of hazardous/flammable material in excess of 2018 IFC storage limits would require a reclassification of the building occupancy to H3 and require fire alarm/sprinkler installation. Project must also address spill containment, mitigation, monitoring and drainage per 2018 IFC Chapter(s) 50 and 57 and NFPA 30;**
6. **Storage of hazardous/flammable material outside the building must be in**

code compliant outdoor storage areas per Sec. 5004, 2018 IFC and address spill containment, mitigation, monitoring and drainage and applicable EPA requirements. And be stored in code compliant outdoor storage containers per 2018 IFC Chapter(s) 50 and 57 and NFPA 30;

7. The Subject Property has been identified as being within a floodplain. The Applicant shall review the Floodplain Management Ordinance and obtain the necessary local, State, and Federal floodplain permits before the construction or alteration of any structure the floodplain prior to obtaining a building permit;
8. The Subject Property is within a 100-year Special Flood Hazard Area (SFHA). A SFHA is defined as the area that would be inundated by the flood event having a 1 percent chance of being equaled or exceeded in any given year. Before the alteration to or construction of any new structure on the subject property, the applicant shall submit the following required information for review:
 - A Survey shall be provided showing the property lines, setbacks, proposed and existing building elevations, 100-year floodplain and/or floodway shall be designated, the base flood elevation provided, FIRM panel number, and effective date shall be included. The Survey is required to be signed and sealed by and Kansas licensed surveyor or engineer;
9. The Subject Property, being within the SFHA, shall comply with the following requirements of the floodplain ordinance for all new construction, subdivision proposals, substantial-improvements, prefabricated structures, placement of manufactured homes, and other development:
 - Design or adequate anchorage to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
 - Construction with materials resistant to flood damage;
 - Utilization of methods and practices that minimize flood damages;
 - All electrical, heating, ventilation, plumbing, air-conditioning equipment, and other service facilities be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
 - New or replacement water supply systems and/or sanitary sewage systems be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, and on-site waste disposal systems be located so as to avoid impairment or contamination from them during flooding; and,
 - Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, located within special flood hazard areas are required to assure that:
 - All such proposals are consistent with the need to minimize flood damage;
 - All public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or

- eliminate flood damage;
 - Adequate drainage is provided so as to reduce exposure to flood hazards; and,
 - All proposals for development, including proposals for manufactured home parks and subdivisions, of five (5) acres or fifty (50) lots, whichever is lesser, include within such proposals base flood elevation data;
- 10. The Subject Property, being within the SFHA, shall comply with the following requirements of the floodplain ordinance for the Storage of Materials and Equipment:
 - The storage or processing of materials within the special flood hazard area that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal, or plant life is prohibited.
 - Storage of other material or equipment may be allowed if not subject to major damage by floods, if firmly anchored to prevent flotation, or if readily removable from the area within the time available after a flood warning;
- 11. Section 27-699(b)(5) states that all outside bins or trash container areas must be completely enclosed by an architectural screen to a height not less than the height of the bin or container. No trash enclosures may be located in required yards adjacent to street right-of-way. In commercially and industrially zoned areas where the trash container will not be visible from off the property due to other screening or topographic conditions and will not be visible from public parking or pedestrian areas on the site, such trash bin screening need not be provided. In industrially zoned areas where the trash container will not be visible from residential property and where such containers are kept directly alongside the building and in a well-kept manner, such screening need not be provided;
- 12. All exterior lighting, whether mounted on a building or within a parking lot must be hooded or controlled to direct light 90 degrees downward. No light may cast light or glare off the property or onto the public street;
- 13. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
- 14. If approved, occupying businesses must file and maintain a current business occupation tax application with this office;
- 15. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit,

and if so, must take it upon themselves to initiate the building permit process accordingly;

16. All existing and future driveways must feature curb cuts that are constructed to UG standards;
17. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
18. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
19. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
20. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
21. The Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;
22. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board

of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,

23. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

Section 4. Take Effect. This ordinance shall take effect as of the date of its publication as provided by law.

PASSED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS ____ DAY OF _____, 2024.

TYRONE GARNER
MAYOR/CEO

Attest:

Unified Government Clerk

APPROVED AS TO FORM:

CHIEF COUNSEL



Report to Full Commission

MEETING DATE	PRESENTER	DEPARTMENT
	Jeffrey Conway, Assistant Counsel jconway@wycokck.org x5075	Economic Development
AGENDA ITEM #X.1.		
RESOLUTION: AMENDING DEADLINES RELATED TO ISSUANCE OF INDUSTRIAL REVENUE BONDS (AMERICAN ROYAL PROJECT)		
BACKGROUND		
A resolution extending deadlines in the previously adopted Resolution of Intent to issue Industrial Revenue Bonds for the American Royal Project in the amount of \$250,000,000 to December 31, 2024. <i>This item was scheduled to appear before the Economic Development and Finance Standing Committee, chaired by Commissioner Burroughs, on July 29, 2024. It was requested, and approved by the Mayor, to fast-track this item to the August 1, 2024, full commission meeting.</i>		
RECOMMENDATION		
Fast Track Approve		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
IT/POLICY CONSIDERATIONS		
PROCUREMENT CONSIDERATIONS		
LEGAL CONSIDERATIONS		
ATTACHMENTS		
Second Amended Resolution of Intent - American Royal (UG), R-52-23		

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

RESOLUTION NO. R-____-24

RESOLUTION AMENDING RESOLUTION R-52-23 PREVIOUSLY ADOPTED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, DETERMINING ITS INTENT TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE AMOUNT NOT TO EXCEED \$250,000,000 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING COMMERCIAL AND RECREATIONAL FACILITIES FOR THE BENEFIT OF THE AMERICAN ROYAL ASSOCIATION AND ITS SUCCESSORS AND ASSIGNS (SALES TAX EXEMPTION ONLY)

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the “Issuer”), desires to promote, stimulate and develop the general welfare and economic prosperity of the Issuer and its inhabitants and thereby to further promote, stimulate and develop the general welfare and economic prosperity of the State of Kansas; and

WHEREAS, the Issuer is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the “Act”), to issue industrial revenue bonds to pay the cost of certain facilities (as defined in the Act) for the purposes set forth in the Act, and to lease such facilities to private persons, firms or corporations; and

WHEREAS, the governing body of the Issuer adopted Resolution No. R-52-23 on August 17, 2023 (the “Original Resolution of Intent”) determining the intent of the Issuer to issue its industrial revenue bonds, to finance the cost of acquiring, constructing and equipping commercial and recreational facilities consisting of approximately 1 million square feet of indoor and outdoor arena space, barn, education center, office, shop and storage space, and associated site work and infrastructure improvements, all as more fully described in the Application (as defined in the Original Resolution of Intent) and approved final development plans (the “Project”), in the principal amount not to exceed \$250,000,000 (the “Bonds”), for the benefit of the American Royal Association, a Missouri not for profit corporation (the “Company”); and

WHEREAS, on March 28, 2024, the governing body of the Issuer approved an extension of certain deadlines set forth in the Original Resolution of Intent, and, at the request of the Company, now desires to amend the Original Resolution of Intent to further adjust certain deadlines set forth therein.

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

Section 1. Amendment. Section 10 of the Original Resolution of Intent is hereby amended to read as follows:

Section 10. Termination of Resolution. This Resolution shall terminate on December 31, 2024 unless (i) an amended and restated development agreement (or a substantive amendment to the current development agreement) (a “Development Agreement”) between the Issuer and Company has been approved by the Governing Body of the Issuer, (ii) a third-party feasibility study relating to the Company’s request for the issuance of sales tax revenue (STAR) bonds for the Project has been completed; and (c) a new or amended STAR bond project plan for the Project has been adopted by the Issuer. The Issuer, upon the written request of the Company, may extend this time period.

Thereafter, this Resolution shall terminate three years from the date of the adoption of this Resolution unless (i) the Bonds have been issued for the Project or (ii) a building permit has been issued by the Issuer for the Project or as otherwise set forth in the Development Agreement. The Issuer, upon the written request of the Company, may extend this time period.

In the event this Resolution is terminated before the issuance of the Bonds as provided above, unless an amendment to this Resolution or a new resolution is adopted by the Issuer's Governing Body within thirty (30) days following the date of such termination, the Company shall repay any sales tax actually exempted for the Project using the project exemption certificate issued as a result of this Resolution upon the expiration of such thirty (30) day period, and the Company will no longer be entitled to utilize the sales tax exemption certificate relating to the Bonds and the Project.

Section 2. Effectiveness of Original Resolution of Intent. Except as amended herein, all other provisions of the Original Resolution of Intent are hereby ratified and shall remain in full force and effect.

Section 3. Further Action. Counsel to the Issuer and Gilmore & Bell, P.C., Bond Counsel for the Issuer, together with the officers and employees of the Issuer, are hereby authorized to work with the purchaser of the Bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the Issuer all documents necessary to effect the authorization, issuance and sale of the bonds and other actions contemplated hereunder.

Section 4. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the governing body of the Issuer.

[Balance of page intentionally left blank]

ADOPTED this 1st day of August, 2024.

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

By: _____
Mayor/CEO

[SEAL]

ATTEST:

Interim Unified Government Clerk

APPROVED AS TO FORM:

Office of Chief Counsel

RESOLUTION NO. R-52-23

RESOLUTION DETERMINING THE INTENT OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE AMOUNT NOT TO EXCEED \$250,000,000 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING COMMERCIAL AND RECREATIONAL FACILITIES FOR THE BENEFIT OF THE AMERICAN ROYAL ASSOCIATION AND ITS SUCCESSORS AND ASSIGNS (SALES TAX EXEMPTION ONLY)

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the “Issuer”), desires to promote, stimulate and develop the general welfare and economic prosperity of the Issuer and its inhabitants and thereby to further promote, stimulate and develop the general welfare and economic prosperity of the State of Kansas; and

WHEREAS, the Issuer is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the “Act”), to issue industrial revenue bonds to pay the cost of certain facilities (as defined in the Act) for the purposes set forth in the Act, and to lease such facilities to private persons, firms or corporations; and

WHEREAS, American Royal Association, a Missouri not-for-profit corporation (the “Company”), has submitted to the Issuer an Application for the Issuance of Industrial Revenue Bonds (the “Application”) requesting that the Issuer finance the cost of acquiring, constructing and equipping commercial and recreational facilities consisting of approximately 1 million square feet of indoor and outdoor arena space, barn, education center, office, shop and storage space, and associated site work and infrastructure improvements, all as more fully described in the Application and approved final development plans (the “Project”) through the issuance of its industrial revenue bonds in the principal amount not to exceed \$250,000,000 (the “Bonds”), and to lease the Project to the Company and its successors or assigns in accordance with the Act; and

WHEREAS, it is hereby found and determined to be advisable and in the interest and for the welfare of the Issuer and its inhabitants that the Issuer finance the costs of the Project by the issuance of the Bonds under the Act, the principal amount of the Bonds not to exceed \$250,000,000, the Bonds to be payable solely out of rentals, revenues and receipts derived from the lease of the Project by the Issuer to the Company.

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

Section 1. Approval of Project. The governing body of the Issuer hereby finds and determines that the acquiring, constructing and equipping of the Project will promote the general welfare and economic prosperity of the Issuer and the issuance of the Bonds to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act. The Project shall be approximately located in the vicinity of 118th Street and State Avenue, all as further described in the Application.

Section 2. Intent to Issue Bonds. The governing body of the Issuer hereby determines and declares the intent of the Issuer to acquire, construct and equip the Project out of the proceeds of the Bonds of the Issuer in the principal amount not to exceed \$250,000,000, to be issued pursuant to the Act.

Section 3. Provision for the Bonds. Subject to the conditions of this Resolution, the Issuer expresses its intent to (i) issue the Bonds to pay the costs of acquiring, constructing and equipping the Project, with such maturities, interest rates, redemption terms and other provisions as may be determined by ordinance of the Issuer; (ii) provide for the lease (with an option to purchase) of the Project to the Company; and (iii) to effect the foregoing, adopt such resolutions and ordinances and authorize the execution and delivery of such instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of the Bonds by the Issuer and take or cause to be taken such other action as may be required to implement the aforesaid.

Section 4. Conditions to Issuance. The issuance of the Bonds and the execution and delivery of any documents related to the Bonds are subject to: (i) obtaining any necessary governmental approvals; (ii) agreement by the Issuer, the Company and the purchaser of the Bonds upon (a) mutually acceptable terms for the Bonds and for the sale and delivery thereof, and (b) mutually acceptable terms and conditions of any documents related to the issuance of the Bonds and the Project; (iii) the Company's compliance with all applicable codes, laws and regulations, including without limitation the Issuer's policies relating to the issuance of industrial revenue bonds and all building, zoning, and related codes applicable to the Project; (iv) the passage and publication of an Ordinance authorizing the issuance of the Bonds; and (v) Company's payment of all of the costs of issuance related to the issuance of the Bonds.

Section 5. Sale of the Bonds. The sale of the Bonds shall be the sole responsibility of the Company; provided, however, arrangements for the sale of the Bonds shall be acceptable to the Issuer.

Section 6. Limited Obligations of the Issuer. The Bonds and the interest thereon shall be special, limited obligations of the Issuer payable solely out of the amounts derived by the Issuer under a lease agreement with respect to the Bonds and are secured by a transfer, pledge and assignment of and a grant of a security interest in the trust estate to the bond trustee for the Bonds and in favor of the owners of the Bonds, all as provided in the Bond Indenture. The Bonds shall not constitute a general obligation of the Issuer, the State or of any other political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the Issuer, the State or of any other political subdivision thereof and shall not be payable in any manner by taxation, but shall be payable solely from the funds provided for as provided in the Bond Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the Issuer, the State or any other political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

Section 7. Required Disclosure. Any disclosure document prepared in connection with the placement or offering of any the Bonds shall contain substantially the following disclaimer:

NONE OF THE INFORMATION IN THIS OFFICIAL STATEMENT, OTHER THAN WITH RESPECT TO INFORMATION CONCERNING THE ISSUER CONTAINED UNDER THE CAPTIONS "THE ISSUER" AND "LITIGATION - THE ISSUER" HEREIN, HAS BEEN SUPPLIED OR VERIFIED BY THE ISSUER, AND THE ISSUER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

Section 8. Authorization to Proceed. The Company is hereby authorized to proceed with the acquiring, constructing and equipping of the Project, including the necessary planning and engineering for the Project and entering into of contracts and purchase orders in connection therewith, and to advance such funds as may be necessary to accomplish such purposes, and, to the extent permitted by law and upon compliance with the other requirements of this Resolution, the Issuer will reimburse the Company for all expenditures paid or incurred therefor out of the proceeds of the Bonds.

Section 9. No Reliance on Resolution. Kansas law provides that the Issuer may only issue the Bonds by passage of an Ordinance and compliance with other state law requirements. The Issuer has not yet passed an Ordinance for the Bonds. This Resolution only evidences the intent of the current governing body to issue the Bonds for the Project. The Company should not construe the adoption of this Resolution as a promise or guarantee that the Ordinance for the Bonds will be passed or that the Project will be approved.

Section 10. Termination of Resolution. This Resolution shall terminate on March 31, 2024 unless (i) an amended and restated development agreement (or a substantive amendment to the current development agreement) (a "Development Agreement") between the Issuer and Company has been approved by the Governing Body of the Issuer, (ii) a third-party feasibility study relating to the Company's request for the issuance of sales tax revenue (STAR) bonds for the Project has been completed; and (c) a STAR bond project plan for the Project has been adopted by the Issuer. The Issuer, upon the written request of the Company, may extend this time period.

Thereafter, this Resolution shall terminate three years from the date of the adoption of this Resolution unless (i) the Bonds have been issued for the Project or (ii) a building permit has been issued by the Issuer for the Project or as otherwise set forth in the Development Agreement. The Issuer, upon the written request of the Company, may extend this time period.

In the event this Resolution is terminated before the issuance of the Bonds as provided above, unless an amendment to this Resolution or a new resolution is adopted by the Issuer's Governing Body within thirty (30) days following the date of such termination, the Company shall repay any sales tax actually exempted for the Project using the project exemption certificate issued as a result of this Resolution upon the expiration of such thirty (30) day period, and the Company will no longer be entitled to utilize the sales tax exemption certificate relating to the Bonds and the Project.

Section 11. Benefit of Resolution. This Resolution will inure to the benefit of the Issuer and the Company. The Issuer may, at the prior written request of the Company, assign all or a portion of the Company's interest in this Resolution to another entity, and such assignee will be entitled to the benefits of the portion of this Resolution assigned and the proceedings related hereto.

Section 12. Further Action. Counsel to the Issuer and Gilmore & Bell, P.C., Bond Counsel for the Issuer, together with the officers and employees of the Issuer, are hereby authorized to work with the purchaser of the Bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the Issuer all documents necessary to effect the authorization, issuance and sale of the bonds and other actions contemplated hereunder.

Section 13. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the Issuer.

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ADOPTED this 17 day of August, 2023.

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY,
KANSAS

By 
Mayor/CEO

[SEAL]

ATTEST:


Clerk

APPROVED AS TO FORM:


Office of Chief Counsel

[Unified Government Letterhead]

August ____, 2023

American Royal Association
Attn: Executive Director
1701 American Royal Court
Kansas City, Missouri 64102

Re: Agreements re: Conditions for Resolution of Intent (the "ROI") to Issue not-to-exceed \$250,000,000 of Industrial Revenue Bonds in Connection with the American Royal Project (the "Project")

Ladies and Gentlemen:

In connection with your request for the UG to approve the ROI, a copy of which is attached hereto as Exhibit A, for the Project before we have fully negotiated and approved amendments to the STAR Bond Project Plan and the American Royal Development Agreement executed on November 2, 2017 (as amended, the "Development Agreement"), we have agreed that approval of the ROI will be subject to each of the following conditions:

1. Immediately following any approval of the ROI, the UG and Developer will work expeditiously and in good faith to execute and deliver an amended and restated development agreement or a substantive amendment to the current Development Agreement (the "Amendment"). If such Amendment is not executed and delivered on or before March 31, 2024 (unless Developer requests and the UG agrees to an extension of such deadline), then the ROI shall be automatically terminated. The UG's Commission retains sole discretion of the approval of any such Amendment.

2. Immediately following any approval of the ROI, Developer will work expeditiously with the Kansas Department of Commerce to procure and pay for a feasibility study for the Project (the "Feasibility Study"). If such Feasibility Study is not finalized and delivered on or before March 31, 2024 (unless Developer requests and the UG agrees to an extension of such deadline), then the ROI shall be automatically terminated.

3. Immediately following any approval of the ROI, the UG and Developer will work expeditiously and in good faith to execute and deliver a new STAR Bond Project Plan or a substantive amendment to the current STAR Bond Project Plan (the "Project Plan"). If such Project Plan is not approved by the UG's Commission, in its sole discretion, on or before March 31, 2024 (unless Developer requests and the UG agrees to an extension of such deadline), then the ROI shall be automatically terminated. The UG's Commission retains sole discretion of the approval of any such Project Plan.

In addition, promptly following approval of the ROI, of the UG and Developer will work expeditiously and in good faith to execute and deliver an amendment to the UG Cost Funding Agreement dated as of February 28, 2017, as amended by that certain First Amendment to UG Cost Funding Agreement dated as of October 10, 2018 (the "Funding Agreement") reconciling funding previously provided by the Developer under the Funding Agreement and, if necessary, providing additional funding to work on all of the conditions referenced above.

By counter-signing in the space provided below, the Developer is acknowledging and agreeing to all of the conditions described herein and as set forth in the ROI.

Very Truly Yours,

David Johnston
County Administrator

ACKNOWLEDGED AND AGREED:

AMERICAN ROYAL ASSOCIATION, a Missouri non-profit corporation

Name: _____

Title: _____

Date: _____



Staff Request for Commission Action

Tracking No. 212639

APPROVED BY
UNIFIED BOARD OF COMMISSIONERS

Full Commission Meeting Date: 8.17.23

Committee: Economic Development & Finance

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

'AUG 17 2023

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
08/14/2023	Jeffrey Conway	x5075	jconway@wycokck.org	Legal

Item Description:

Resolution approving the intent of the UG to issue Industrial Revenue Bonds in the aggregate amount not to exceed \$250,000,000 to finance the costs of acquiring, constructing, and equipping commercial and recreational facilities for the benefit of the American Royal Association and its successors and assigns (Sales Tax Exemption Only), submitted by Jeff Conway, Assistant Counsel.

Action Requested:

Fast-track to the Full Commission on August 17, 2023.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Resolution of Intent - American Royal (UG)-c, Letter to the American Royal Association-c



Report to Full Commission

MEETING DATE	PRESENTER	DEPARTMENT
	Kay Sharp, Interim Director of Community Development ksharp@wycokck.org X5126	Community Development
AGENDA ITEM #X.2.		
RESOLUTION: COMMUNITY DEVELOPMENT DRAFT 2024 ANNUAL ACTION PLAN		
BACKGROUND		
Resolution approving the draft 2024 Annual Action Plan. The Annual Action Plan is required to be submitted annually to the U.S. Department of Housing and Urban Development in order to receive three grants: Community Development Block Grant (CDBG), HOME Investment Partnership Grant (HOME) and Emergency Solutions Grant (ESG), for submission to HUD prior to August 16, 2024. See attached summary or view the entire plan at https://www.wycokck.org/Departments/Community-Development/Plans-Reports. <i>This item was scheduled to appear before the Neighborhood & Community Development Standing Committee, chaired by Commissioner Davis, on July 29, 2024. It was requested, and approved by the Mayor, to fast-track this item to the August 1, 2024, full commission meeting.</i>		
RECOMMENDATION		
Approve Fast Track		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
IT/POLICY CONSIDERATIONS		
PROCUREMENT CONSIDERATIONS		
LEGAL CONSIDERATIONS		
ATTACHMENTS		
RESOLUTION FOR 2024 Annual Action Plan, Draft Notice Action Plan 2024		

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

RESOLUTION NO. _____

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

That the Mayor/Chief Executive Officer of the Unified Government of Wyandotte County/Kansas City, Kansas is hereby authorized and directed to execute in the name of the Unified Government, and the Unified Government Clerk is hereby authorized and directed to attest the signature of said Mayor/Chief Executive Officer and to attach the seal of the Unified Government thereto as the voluntary act of the Unified Government to the 2024 Annual Action Plan which includes the Community Development Block Grant Program, the HOME Investment Partnership Program, and the Emergency Solutions Grant Program and to implement the 2024 Annual Action Plan upon approval.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS THIS DAY OF

Mayor/CEO

Attest:

Unified Government Clerk

Approved as to Form:

Unified Government Counsel

PUBLIC NOTICE

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS DRAFT 2024 ANNUAL ACTION PLAN AND PUBLIC HEARING

The Unified Government of Wyandotte County/Kansas City, Kansas will accept public comments on its Draft 2024 Annual Action Plan (Plan) from July 8, 2024 through August 12, 2024. The Annual Action Plan consolidates three entitlement grant programs into a single application that is submitted to the U.S. Department of Housing and Urban Development (HUD): Community Development Block Grant (\$2,208,226), HOME Investment Partnership Program (\$741,711.85), and the Emergency Solutions Grant Program (\$199,704) totaling \$3,149,641.85.

The Plan will be available at <https://www.wycokck.org/Departments/Community-Development/Plans-Reports>. Those needing assistance or accommodation in reviewing the plan or submitting comments may contact Community Development, 701 N. 7th Street Trafficway, Suite 823, Kansas City, KS 66101 or (913) 573-5123. Hard copies of documents can also be viewed at the address above. A summary of the proposed activities and funds are listed below.

DRAFT ANNUAL ACTION PLAN (subject to change)	2024 Award	Subtotal
CDBG Award	\$2,208,226	
Public Services		
Livable Neighborhoods		\$200,000
Willa Gill Multi-Service Center		\$148,000
CDBG Public Facilities and Improvements		
Beautification efforts including benches, signage, etc.		\$1,418,581
CDBG Program Administration		
Administration		\$441,645
Total CDBG spending		\$2,208,226
HOME Investment Partnership Program (HOME) Award	\$741,711.85	
CHDO Set Aside (Rehab/New Construction)		\$111,256.77
Rehabilitation		\$556,283.90
HOME Administration		\$74,171.18
Total HOME spending		\$741,711.85
Emergency Solutions Grant (ESG) Award	\$199,704	
ESG Program Activities		\$184,726.2
ESG Administration		\$14,977.8
Total ESG Spending		\$199,704
GRAND TOTAL AWARD	\$3,149,641.85	
GRAND TOTAL SPENDING		\$3,149,641.85

You're invited! Two public meetings will be held for the 2024 Annual Action Plan. The first will be from 9:00 a.m. to 12:00 p.m. on Thursday, July 11, 2024. The second will be held from 2:00 – 5:00 p.m. on Friday, July 12, 2024. Both meetings will take place at Livable Neighborhoods, 4953 State Ave., KCK 66102. Information regarding virtual participation will be posted on the Unified Government website (www.wycokck.org) and at Livable Neighborhoods. The Unified Government will provide reasonable accommodations to individuals with disabilities or those needing language access. To request accommodation, contact Human Relations 48 hours in advance by calling 913-573-5460.