III. COMMITTEE AGENDA

NEW ITEM

ITEM NO. 4 – 150132....GRANT: BODY-WORN CAMERA PROGRAM

Synopsis: Request to submit a grant application to the Department of Justice to implement a Body-Worn Camera (BWC) Program, submitted by Terry Zeigler, Police Chief.

For discussion and consideration.
Staff Request for Commission Action

Type: Standard
Committee: Public Works and Safety Committee

Date of Standing Committee Action: 5/18/2015
(If none, please explain):

Proposed for the following Full Commission Meeting Date: 5/28/2015
Confirmed Date: 5/28/2015

☐ Changes Recommended By Standing Committee (New Action Form required with signatures)

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<th>Contact Phone</th>
<th>Contact Email</th>
<th>Ref.</th>
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<tbody>
<tr>
<td>5/15/2015</td>
<td>Terry Zeigler</td>
<td>6009</td>
<td><a href="mailto:tzeigler@kckpd.com">tzeigler@kckpd.com</a></td>
<td>cgr</td>
<td>Police</td>
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Item Description:
The federal government is offering a match grant for police departments with 250 - 1,000 sworn officers to implement a Body-Worn Camera (BWC) Program. The maximum amount offered is $600,000. Application submission is due by June 16, 2015. As this process was discussed at our strategic planning session, the timing is appropriate to discuss allocating funds in this years budget process.

Action Requested:
Discussion and consideration to approve submission of the grant.

☐ Publication Required

Budget Impact: (if applicable)

Amount: $
Source:
☐ Included In Budget
☐ Other (explain)

☐ File Attachment  ☐ File Attachment  ☐ File Attachment
Body Worn Camera Project

Presented by: Chief T. Zeigler
Body Worn Cameras (BWC)

- In Car Video Cameras – L3 Mobile Vision
- We will use two cameras per district, one charging one being used.
- Other units will have one issued per officer.
- Working on a policy at this time.
- Submitting as a Capital Project.
Body Worn Cameras (BWC)

- Deployment:
  - 148 patrol stations (includes extra relief positions)
  - 29 COPPS Unit (includes SROs)
  - 13 Special Operations Unit
  - 3 K9 Unit
  - 8 Animal Control
  - 14 Motorcycle Enforcement Unit
  - 20 Spares

235 Cameras Total
Body Worn Cameras (BWC)

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<th>ENTER VARIABLES HERE</th>
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<th>2018</th>
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<td>ENTER number of cameras in use 24-hours <em>(patrol stations)</em></td>
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<td>Client Software License Fees</td>
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<td>TOTAL</td>
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Fiber thru BPU = $500,000 approx.
Body Worn Cameras (BWC)

- Total cost 1st Year = $1,419,626
  - President Obama offering $600,000 to 12 PD’s.
    - Less than 1,000 officers, but more than 250.
    - Pays $1,500 per camera deployed. Cost covers: camera, software, storage, licensing fees, etc.
    - It is a 50% match grant.
    - Submission due: 6/16/2015
Body Worn Cameras (BWC)

Better quality than in-car cameras.
Body Worn Cameras (BWC)

Worn on chest.
I . Call to Order / Roll Call

II . Approval of standing committee minutes from February 17 and March 16, 2015.

III . Committee Agenda

Item No. 1 - RESOLUTION: OPERATION GREEN LIGHT TRAFFIC CONTROL

Synopsis:
A resolution approving a cooperative agreement with Mid-America Regional Council (MARC) to fund operations of the Operation Green Light (OGL) Traffic Control System for 2015-2016, submitted by Lideana Laboy, Public Works.

Tracking #: 150117
Item No. 2 - RESOLUTION: MERRIAM LANE, WEST 36TH TO 24TH ST. IMPROV.

Synopsis:
A resolution approving an agreement with the city of Overland Park, KS, for the public improvements on Merriam Lane, West 36th to 24th Street, submitted by Bill Heatherman, Public Works. The UG initiated this project and will pay all costs.
Tracking #: 150102

Item No. 3 - OVERVIEW: EMERALD ASH BORER SOLUTIONS

Synopsis:
Overview of programs and possible options available for Wyandotte County residents in dealing with the problem of the Emerald Ash Borer (EAB) affecting all ash trees in the metropolitan area, presented by Mike Tobin, Interim Public Works Director.

For information and direction.
Tracking #: 150121

IV. Measurable Goals

Item No. 1 - UPDATE/PRESENTATION: ANIMAL OVERSIGHT COMMITTEE

Synopsis:
Update on work accomplished by the Animal Control Oversight Committee and goals for the next 12-18 months, presented by Jenny Myers, Legal.

For information only.
Tracking #: 150122

V. Adjourn
The meeting of the Public Works and Safety Standing Committee was held on Tuesday, February 17, 2015, at 5:00 p.m., in the 5th Floor Conference Room of the Municipal Office Building. The following members were present: Commissioner Kane, Chairman; Commissioners Walker via telephone, Maddox, Markley, Philbrook; and BPU Board Member Jeff Bryant. The following officials were also in attendance: Gordon Criswell, Assistant County Administrator; Ken Moore, Deputy Chief Counsel; Joe Connor, Interim Assistant County Administrator, and Terry Zeigler, Police Chief.

Chairman Kane called the meeting to order. Roll call was taken and all members were present as shown above.

Chairman Kane said I will note there are no minutes to approve this month. As you will recall our December 15 meeting was canceled.

Committee Agenda:
Item No. 1 – 150035…DISCUSSION: PARADES AND MARATHONS STAFFING FEES
Synopsis: Discussion and recommendation relating to assessing a fee to staff parades and marathons held in Wyandotte County, submitted by Gordon Criswell, Assistant County Administrator.

Gordon Criswell, Assistant County Administrator, said staff has brought this issue before the standing committee because we need some direction. Kansas City, Kansas, Wyandotte County is one of the only municipalities in the metropolitan area that does not charge anything at all when we staff a marathon or parade in our community.

On the one hand it’s great that people want to come to our community and do 5K’s and have parades and on the other hand I’ve got Chief Ziegler here and he’s saying this is a staffing
concern and we just need some direction from you all in terms of what our policy will be as it relates to these events.

In your packet you will see we did a study back this summer of all of the municipalities in the metropolitan area in terms of what they charge when they put on a parade or marathon or such in their community. We have to figure out a way to support these activities and at the same time protect the public safety and we just need some discussion and direction from you all on administratively how you want us to handle these going forward.

**Commissioner Maddox** said my question, Mr. Criswell, is from where does this discussion derive? Was there something big financially that we’re not reaching. Where does the conversation derive from? **Mr. Criswell** said this initial conversation came up under former Chief Hansen who her, basically her Administrative Assistant was receiving parade permit applications and former Chief Hansen didn’t feel that her Administrative Assistant should be making decisions on how we staff marathons and parades and so she asked the administration to look into it. I started by researching our ordinance. By ordinance, the Chief of Police, has to approve these activities. What’s happening in our community is we have a lot of organizations, some of them are homegrown, some of them are out of our community, who come to the Chief’s Office and they want to have an event and that means that between the Police Department, our Public Works/Street Department, and Parks and Recreation Department sometimes, all of these agencies have some cost associated with putting on these events. Rather than administratively say we aren’t going to do this or we’re going to charge this amount for these kinds of activities we’ve come to you tonight to 1) bring it to your attention and 2) get some direction in terms of how you want us to proceed with these kinds of activities.

**Commissioner Maddox** asked, and my follow up question is what services do we provide as a city or a Police Department to those people putting on parades? **Mr. Criswell** asked do you want to answer that Chief. **Chief Ziegler** said the issue that we’re having with the Police Department is the volume of requests that we get for parade and marathons has grown. I’ve denied two already this year where they requested a marathon in the Village West area. They want to shut down State, Village West Parkway, and Parallel to put on a marathon. I denied those because of the disruption to the traffic pattern in that area. The other thing that comes with that is that they always make a request that we provide police services. Well a lot of our local groups like the
Juneteenth, Polski Day, those kinds of things, we do provide police service for those as much as we can. We have community policing show up and help with the event. To go and provide police services to these events that seem to be growing both in volume and in size to shut down the entire Village West area for a marathon would be very costly. The average cost of an officer per hour on duty is $30 an hour and then you have the cost of operating a police vehicle. It would take a lot of police resources to shut down the intersection for an event like that to take place. A lot of our local events aren’t that big in scope and we’ve been participating with them on a normal basis. It’s the request that we’re getting. We’re getting a large volume from outside KCK and that becomes cumbersome because they expect us to provide free police service for their event.

Mr. Criswell said not only does the Chief incur some costs but depending upon what the event is our Parks and Recreation Department might also incur costs with putting up barriers and moving barriers. All of these associated costs, none of these departments have really budgeted for them so we just need some direction from you all as to how you want us to proceed as a matter of policy. We don’t want to discourage people from having events in our community. We also want to support what I will call our homegrown organizations in their events like Juneteenth, like Polski Days. I didn’t feel like we needed to just unilaterally make that decision without some policy direction from you all.

Commissioner Maddox said by the numbers, a rough estimate, how much is spent yearly by the city in regards to providing services for people who put on parades and events. Mr. Criswell said honestly, Commissioner, I didn’t gather those numbers. I don’t know that off the top of my head right now. What we focused on is, in your packet there, all the municipalities in the metropolitan area and what they charge for these kinds of events. That was sort of our starting point. If you want us as a way of accessing what we should be charging to gather that information, we can do that, but I don’t know that figure off the top of my head tonight.

Chairman Kane said we know the one’s that we currently have that are local. Is there a way that we put a lock on what’s here now and then for anything that comes in outside the local realm that we charge them? Is that a possibility? Mr. Criswell said if you all see that as a policy direction staff to take, that’s a possibility.

February 17, 2015
BPU Board Member Bryant asked do we currently look at them different between what is say a not-for-profit, a Turner Day Parade or a Leavenworth Road, Central Avenue Parade versus a for-profit even if it’s a charitable event where there’s a charge for like a marathon or 5K runs and stuff where there’s a charge. Have we thought about that approach where we separate them where the fees are paid if there’s going to be an entrance fee. Mr. Criswell said well right now we don’t make any distinction at all because we don’t charge anybody anything. Chairman Kane said what I think what Jeff is talking about if somebody does a marathon, like my daughter used to do, you had to pay a entry for a 5K or whatever. If they’re making money, we ought to charge them. I think like the Turner Days Parade, Juneteenth, Leavenworth Road Parade, Polski Day, I don’t know if I would necessarily touch those but I think if we’ve got outside groups coming in and wanting to shut down our community then perhaps they should have to pay. I don’t want to really jack with the ones that are local but I would sure take a dime out of the ones that weren’t. BPU Board Member Bryant said that would just be off the top of my head a recommendation to maybe look at it as if it’s a for-profit event or if it’s an event that is pulling in money in some way or another, then maybe those are the ones that the expense is ours. Maybe you don’t recoup all the expenses throughout a year but you start having an expense to it so that people have to spend a little more time in the planning section so that they’re making sure that they’re covering costs because there will be some for the city.

Mr. Criswell said we haven’t talked about different costs level or different tiers for our homegrown non-profit groups as opposed to groups coming from the outside. We didn’t know where we wanted to start with a number. My thinking was it was a policy decision that we needed to get from the governing body about where we start. Chief Ziegler has some ideas about just the very notion, Commissioner, that you were articulating but we didn’t want to get out ahead of you guys and do something without your sanction or support.

Commissioner Philbrook said so a place to start as you are recommending is to see what it’s really costing us now to assist in anything we’re doing, the real outlay. The other thing is what the Police Department recommends as point of interest. In other words, where do we really want these people to apply? Do we want them to apply to the Police Department or is there a better spot for them to apply. Mr. Criswell said well I believe by ordinance they have to make
application initially with the Police Department. **Commissioner Philbrook** said well ordinances change don’t they. **Mr. Criswell** said well, yes, apparently. **Commissioner Philbrook** said well that’s why I’m asking. If we’re talking about making changes to make things work for our community, then ordinances don’t usually get in the way if we find a better way to do it.

**Chief Ziegler** said I would say that the Police Department doesn’t have a problem managing the permits that come in. It’s probably a good fit for us in that the traffic control and those issues are handled through the PD and it would require our resources. I don’t mind it staying with us. When I came into office in January and started receiving these I’ve issued several denials already. I want to make sure that I got with Mr. Criswell to make sure that I was going down a road that we wanted to go down and he raised this issue. I think it being with the PD is a good fit, other than just is there a cost we can charge for it.

**Commissioner Maddox** said it’s my thought that if it’s not broke, don’t fix it. So what am I saying when I say that. When I think about the Leavenworth Road Parade, when I think about the Silver City Parade, the Central Avenue Parade, the Martin Luther King Parade, those are services to our citizens, who are taxpaying citizens. They need that entertainment. If it’s not breaking our bank as a city, I think we should leave it the way it is. When I say maybe possibly fixing, it, looking at the way that we approve a parade proposal so you know using discretion. I also seen in there where it spoke about block parties. If we’re just asking people to put the barriers up, get in their trucks and leave, that’s a service to the citizens who pay taxes. If it’s not breaking our bank to provide those services for parades, I’d like to see some changes maybe in our discretion in which we choose. Like if it’s somebody outside of the state or the city who wants to get those kinds of services then they’ll probably have to pay. Even looking at the fact that it may be a marathon where people are raising money. I’d like to see it kind of fit. I don’t think it’s no one size fits all approach to what we’re asking for. **Chief Ziegler** stated I agree with you 100%. That was the conversation that we had. The Leavenworth Road Association Parade we support that and will continue to support that. My gut tells me that I don’t want to charge our local organizations, however, if we’re going to allow an event to come in from outside Kansas City, Kansas, I do believe that is should be discussed or at least be considered charging them providing that the Police Department has enough resources to safely support that event.

February 17, 2015
Commissioner Markley said I think that everybody is sort of generally on the same page here and I’m wondering if this isn’t something where staff is going to have to go back and do a little more work to bring us a more solid proposal. I like the idea of looking at the marathons or the outside organizations differently. I think it’s going to come down to Legal helping us decide how do we define whether it’s a marathon or parade or whether it’s a local organization or not a local organization. Is that based on mailing address or something else? Personally, I’d like to see you guys sort of tackle some of those issues and come back to us and give us some sort of tiered approach whether it’s a marathon versus parade or local versus not local or whatever we come up with it fits a good legal definition that we can then approve at this committee.

Chairman Kane said I agree. I don’t think we should charge our homegrown but anybody that comes outside from the community we want their money. You need to tell us like in a 5K you get $300, in a marathon you get $10,000 or whatever the number is. I’m just saying because if they’re going to come in there and shut our streets down and for the grief that we would have to put up with some of the folks that like to go to the Legends on Saturday night, like my wife, it’s stuff I think you guys come back with us and say alright everybody that’s here nothing, 5K pays this much, 10K pays this much. Not just the marathons but the bike riders and everybody else that wants to participate and the stuff that’s from outside of the community.

Mr. Criswell said well we kind of thought that might be the sentiment of the Commission or sub-committee but we didn’t want to assume that we knew that. We will come back with a deeper review of what’s out there, who’s out there, and some costs that we might be able reasonably charge outside groups for these kinds of activities.

Action: No action taken.
Measurable Goals

**Item No. 1 – 120155…MEASURABLE GOALS: POLICE DEPARTMENT**

**Synopsis:** Measurable goals – Police Department

**Chief Ziegler** said the Police Department started an initiative. We actually kicked it off last week. It’s Safety First, Courtesy Always, initiated within the department revolving around customer service. The purpose of the initiative is to remind officers to always be safe when they’re out on the streets so they go home at the end of their shift. At the same time to always be courtesy to our citizens. Not everybody they meet is the bad guy. They need to take the time yes ma’am, no ma’am, no sir, you know those kinds of things.

When I was asked how would I gage the success of that program the first thing that popped in mind would be we would look and measure whether our Internal Affairs complaints go up or down in the area of attitude, conduct and harassment. So we pulled those numbers and since that initiative kicked off last Monday, over this year, we’re going to look to see how well that message gets out to troops and whether or not it has a direct impact on the number of Internal Affairs complaints. Our thought is that if we’re reminding our officers to be courtesy, that we will see a significant decrease in those type of complaints being brought forward. That would be one of the goals that we would set for the Police Department as well as a way to measure it if I was tracking the question right. **Chairman Kane** said you are and I already heard about it from one of your police officers.

**Mr. Criswell** remind me to talk a little bit about how we got the program set up. **Chief Ziegler** said there are a couple of things. We redid the Citizen Satisfaction Survey that the Police Department has had. We’ve had the same one for probably 10 or 15 years. We went back and we changed the survey questions to mere the questions that you all came up with for the community. We added another one and that is “rate the customer service, the courtesy of the officer that handled your situation”. It’s a direct feedback that we get for the officers. Citizens can either mail the card in, it’s detachable, it’s got the officers name, serial number, and a complaint number if a report was taken. They can mail that in. They can also use the QR code that’s on the front for any SMART device. They can scan it with their SMART device. It takes them automatically to the survey that’s on the internet. When they fill those out we get immediate feedback on really bad ones and really good ones. We address those immediately to try and correct behavior.
The last one is that we also made up a generic business card for our officers that have the same QR code on it as well as the website address. If an officer stops on the side of the road, helps somebody who’s lost, helps change a flat tire, has contact with somebody other than taking a police report the officer can write his name and serial number on there and encourage the citizen to go and fill out a survey on the service that they provided.

There is three different ways of us capturing the information and then we’re going to compare it to complaints at the end of the year.

Commissioner Maddox said I like the QR code and I know we did the community-wide survey but we picked who they went to. I like the QR. I like to go out in the newspaper that we send out to every resident, put a QR on there and let them take a city survey that we can look at as a Commission.

Action: No action taken.

Adjourn
Chairman Kane adjourned the meeting at 5:20 pm.

tk
The meeting of the Public Works and Safety Standing Committee was held on Monday, March 16, 2015, at 5:00 p.m., in the 5th Floor Conference Room of the Municipal Office Building. The following members were present: Commissioner Walker, Co-Chairman; Commissioners Maddox, Markley, Philbrook, McKiernan; and BPU Board Member Jeff Bryant. Commissioner Kane was absent. The following officials were also in attendance: Joe Connor, Interim Assistant County Administrator; Kate Lynch, Judge; Ken Moore, Deputy Chief Counsel; Terry Ziegler; Chief of Police; and Chris Slaughter, Land Bank Manager.

Co-Chairman Walker called the meeting to order. Roll call was taken and all members were present as shown above.

Approval of standing committee minutes for January 20, 2015. On motion of Commissioner Markley, seconded by Commissioner Philbrook, the minutes were approved. Motion carried unanimously.

Committee Agenda:

Item No. 1 – 150062…RESOLUTION: JMHCP GRANT

Synopsis: A resolution approving submission of a $200,000 grant application for the FFY15 Justice and Mental Health Collaboration Program (JMHCP) through the US Department of Justice, submitted by Lisa Stimetz, PSBO. Funds will be used to expand the already established law enforcement and mental health collaboration plan. The $50,000 in-kind match will be a percentage of salary and benefits of KCK Police Department and Wyandot Center staff.

Chairman Walker said rather than me introduce each of you, would you please state your name for the record and your title. Lisa Stimetz, Fiscal Officer, Public Safety Business Office; Chief Terry Ziegler; Judge Kate Lynch; Mark Wiebe, Wyandot Inc.; Colonel Jeff Fewell, Warden; and Major Solomon Young.
Ms. Stimetz said we are here on behalf of the Police Department and we are requesting approval to submit a grant application for the FFY15 Justice and Mental Health Collaboration Program. This would be a continuation or expansion of an already existing law enforcement and mental health collaboration plan. Again, the grant is for $200,000. There is a $50,000 match, which will be an in-kind match. This match will not affect the General Fund of the Unified Government. It will be a percentage of certain salaries within the Police Department, I believe a major and a captain and then some salaries and benefits of some employees with Wyandot Center.

Co-Chairman Walker asked is this a one-time grant. Ms. Stimetz said, well, this would—we currently have a grant which is the Justice and Mental Health Collaborative Grant for 2013 fiscal year. This will be a new grant. It will be a one-time grant unless there comes an opportunity to apply again next year or year 2017 possibly, but this is for, I believe, a 24-month period.

Co-Chairman Walker said at the end of this grant, Chief, the benefits and salary—I’m a little confused. Maybe I didn’t hear it correctly. Is this going to take the place of existing salaries and benefits for those two officers or our match is the benefits and salaries? Chief Ziegler said we’re using the salaries as our match, our $50,000 match. Part of it is it’s a program that expands our current crisis intervention team. We want to add another co-responder. We currently have a co-responder that goes out with our officers to deal with people who are in mental crisis. We would also—one of the goals that we have for the Police Department is to increase the number of officers that are CIT certified. Currently we’ve got about 95 officers that are certified and we’ve got about 360 that need to be certified. This gives us funding to be able to put on those classes, up to three classes per year. I believe by the end of this two-year period, I think, that hopefully we’ll have 75-100% of our officers crisis intervention trained certified.

The main thing this does is it enables us to be able to—when we run across an individual who’s experiencing a mental crisis, rather than booking them in the county jail, the officers talk to them, evaluate where they are at, take them to KU, take them to RSI and it eliminates us from booking the individuals which that was the only tool that we’ve had in the past. There are some other programs with the courts that this also helps pay for. I’ll let Judge Lynch speak to that.

March 16, 2015
Judge Kate Lynch said one of the problems that we have in the district court system is if somebody is a chronic substance abuse individual and they’re in and out of the jail because of that substance abuse, that costs us all as taxpayer’s lots and lots of money. Part of the problem is there is not—because we’re not a Medicaid expansion state at this point, we don’t have the funds for substance abuse beds. This grant would give us about $25,000 to put towards substance abuse beds so that when we call those folks who serve us in the substance abuse community, they know that we’re going to be paying for that bed and that frankly moves us up the list.

Co-Chairman Walker asked and how does this tie to the jail and the Sheriff’s Department. Judge Lynch said well, I would like to take all the credit for everything that’s been done recently to reduce the census in the jail, but I’m not going to do that since I’m sitting with my community partners. Since RSI came online, since the officers have been crisis intervention trained and I made some changes in my involuntary commitment docket, we have reduced the number of admissions to the state hospital by about 50% since RSI and the changes came online. We’ve also, Warden can speak to the exact numbers, but we’ve reduced the number of folks that are in the jail suffering mental illness issues which is you know—the average prisoner is $92 a day. Those folks are somewhere around $115 - $135 a day and we’ve reduced those costs to the jail.

Colonel Jeff Fewell, Warden; said, Commissioner, it’s the old way of thinking was disorderly conduct, send them to the jail. Now there are options and it’s more of a trauma informed care approach than a disciplinary, security, segregation type sending them to the jail. It’s a different approach that just so happens saves a lot of money. What happens many times, they’ll come to the jail on a municipal charge and they’re mentally ill and as you know they can act out in those types of high stress situations, and striking or spitting at one of our deputies is a felony. It’s a level five felony. Immediately instead of treating this individual as a municipal charge or in Judge Lynch’s court, they now become a party to the criminal justice system at great expense to your government.

Chairman Walker asked is this program open to—I mean do the Sheriff’s deputies participate in this program. Judge Lynch asked the Crisis Intervention Training Program, absolutely.
Commissioner Philbrook said yeah, I appreciate you elaborating a little bit on how it’s affected the jail. How do you feel—has it helped with the men and women that work in the jail? Has it helped them a lot to cut down on the stress and take off less time, all that sort of thing. Mr. Fewell said yes, Commissioner. It’s again, it’s a different approach to how we manage inmate population. Before it was the old school technique of using force and now you’re talking about using force against the mentally ill, lowering functioning persons or suffering a medical crisis. The tools in the corrections officers, the detention deputy’s tool belt usually were using force. As we know, using force has a cost, both workman’s comp on the deputy side and potential litigation on the inmate side.

This CIT approach is, again, a trauma informed approach that educates and trains the deputies to look at things in a different way. Maybe take into account and explain things in such a way that maybe we should use a different, you know—if the person is deaf, if the person is suffering from Alzheimer’s maybe we should take these into account instead of immediately going to the use of force scenario. Again, it’s all about—the CIT is all about training our deputies and educating them on the symptoms and signs of mental illness so that they can use different forms.

Commissioner Philbrook said so in other words there are people who never make it to intake, they would be going to other locations first before they ended up acting out. Mr. Fewell said even if they do go to intake, and they’re municipals which we have, because they’ve committed a crime and now they’re municipally charged, the deputies can use IPC skills and de-escalation techniques taught in the crisis intervention team training so that, again, it’s a different approach instead of going straight to using force. With deputies it’s a light and dark, it’s black and white so that we have to teach them, okay, and show them that there—there are reasons, there could be reasons for this type of behavior and this is why. That gives them, you know, a different—okay, they understand that, they get it and so they have the signs and symptoms and then they might give this a second look or use a much toned down approach than going straight to using force.

Commissioner Philbrook said thanks. I would like to know if there’s anybody else sitting there is in the crew that has anything that they want to say that we haven’t really heard yet from anybody here. Judge Lynch said twenty-one years ago I was a Municipal Court prosecutor right down on the second floor. Commissioner Walker was my boss and there was nothing more
frustrating for the officers or for myself than seeing the same person charged with the same crime, sometimes with the same victim, the same storeowner where they were loitering or they may have shoplifted and not being able to do anything about it. With the programs that we have in place now, with the CIT officers, the co-responder, RSI, my courtroom changes, we can now treat the issue, the core of the problem and not just the symptom. I think it’s one of the few times we save taxpayer dollars and we do what’s right by the human also.

**Action:** Commissioner Markley made a motion, seconded by BPU Board Member Bryant, to approve the grant and forward to full commission. Roll call was taken and there were six “Ayes,” Bryant, Philbrook, Markley, Maddox, McKiernan, Walker.

Measurable Goals:

**Item No. 1 – 150054…PRESENTATION: 2015 MOWING PROGRAM UPDATE**

**Synopsis:** Presentation on Public Works 2015 Mowing Program update, by Mike Tobin, Interim Public Works Director.

**Mike Tobin, Interim Public Works Director,** said as you directed us during the budget process last year and again during strategic planning, you wanted changes in the mowing program specifically how we maintained our own UG park property. To accomplish these changes, you increased our funding. I have with me Jeremy Rogers, the new Parks Director; his assistant, Jack Webb; and of course Tim Nick that you know from Public Works’ staff. Jack and Tim have been working on this. I will now turn it over to them to tell you about it. When they finish, I’ll discuss a conversation I had with our HR Director and how we would go about hiring the summer help part of this operation.
**Concerns of 2014**

- Need for better overall maintenance of our parks
- Lack of trimming and cleanup in Parks
- Emphasis on UG Properties
- Median detail work

**Tim Nick, Public Works**, said as Mr. Tobin said, last year the main concerns at budget time with our mowing program that the commission came back to us was first of all a need for a better overall maintenance of our parks, mainly our UG properties, a lack of trimming and cleanup in the parks, our fields and that area; again, an emphasis on the UG properties only. Also, with the contractor that does the medians along State Avenue and Parallel, the detail there as far as the cleanup and the trimming in that area.

**Changes for 2015**

- Commission Directive
- $55,000 Additional Funding
  - 12 Summer Positions for Parks and Streets
  - Additional Trimming & Cleanup Equipment
- Changed Scope of Services for Median and Park’s Contractors to include trimming and cleanup
- Dedicated one staff person to oversee contractors
- Implement 3 Year Median Spray Program for Spring of 2015

What we’ve done, like Mike said at your directive, we were given an extra $55,000 funding this year. We talked about it and went over what the best scenario would be and we believe we’ll be able to hire 12 summer kids. Those kids will be able to work 12 weeks for us. Most of them are
going to start out with the Park Department, probably all of them to start with. They’ll be able to be moved back and forth between Parks and Streets, but since the emphasis is on parks, we’re going to start mostly with them. That’s also going to allow us to buy some additional trimming and cleanup equipment needed.

We also, Jack and Jeremy when they went out for bid this year, they changed the scope of services for the median and the parks’ contractors as far as what they’re required to do as far as their trimming and cleanup compared to in the years past. Another big change with the Park Department is that they’re going to have one dedicated staff person. His responsibility is to check upon all the contractors to make sure that they’re doing what is expected of them.

Finally, starting this spring, the Park Department is implementing a three-year spray program for the medians along Parallel, State Avenue and those areas.

<table>
<thead>
<tr>
<th>Mowing Requirements</th>
<th>Responsible Party</th>
<th>Mowing Area</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Right of Way</td>
<td>Street Department</td>
<td>250 acres</td>
<td>Bi-Monthly</td>
</tr>
<tr>
<td>Code Violation Lots</td>
<td>Street Department</td>
<td>500-800 lots</td>
<td>As needed</td>
</tr>
<tr>
<td>UG Buildings</td>
<td>Contractor</td>
<td>25-30 locations</td>
<td>Once a week</td>
</tr>
<tr>
<td>Parks Facilities</td>
<td>Contractor &amp; Parks</td>
<td>54 locations</td>
<td>Bi-Monthly</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2700 Acres</td>
<td></td>
</tr>
<tr>
<td>Cemeteries</td>
<td>Contractor &amp; Parks</td>
<td>14 locations</td>
<td>Bi-Monthly</td>
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<tr>
<td></td>
<td></td>
<td>105 Acres</td>
<td></td>
</tr>
<tr>
<td>Ball Fields</td>
<td>Contractor</td>
<td>25 fields</td>
<td>(18) 2 times a week</td>
</tr>
<tr>
<td></td>
<td></td>
<td>40 acres</td>
<td>(10) 1 time a week</td>
</tr>
<tr>
<td>Medians</td>
<td>Contractor</td>
<td>26 miles</td>
<td>Every 7-9 days</td>
</tr>
<tr>
<td>UG Owned Lots</td>
<td>Contractor &amp; Parks</td>
<td>4550 lots</td>
<td>3 times a year</td>
</tr>
<tr>
<td>Land Bank Lots</td>
<td>Unfunded</td>
<td>2100 lots</td>
<td>As needed</td>
</tr>
</tbody>
</table>

Finally, this is an updated chart. This is the same chart that we had last year but updated with the numbers that tells about all the areas that we have between parks, streets and our various contractors and the number of lots that are mowed within the area.

**Commissioner Philbrook** said you’re going to talk at the end about how they’re going to be hired. That’s great because I know that one of the other commissioners present really wants to know about that.

Now, so you said you changed some things about the contractors for the medians this year. What kind of changes are you talking about? **Jeremy Rogers, Parks Director**, said the things we changed were the frequency of the mowings. The trimming, we have a lot of problems
even the Parks’ staff itself where our mowers can move faster than the trimmers, so we’ve emphasized that. More edging, that was a big concern last year. Commissioner Philbrook asked how many contractors do we have right now. Jack Webb, Parks Department, said we had six last year; we dropped to five this year. Commissioner Philbrook said it remains to be seen what happens, right, by the end of the season. I’m not going to prejudge because I don’t have a clue how it’s going to work. Mr. Webb said ultimately we’re trying—the Parks Department, we were on a 14-17 day turnaround. We think we’ll get down to 10-12 days now and the contractors are on a 7-9 day turnaround. Commissioner Philbrook said those medians should look really nice.

Are they responsible for watering too on the ones that still have to be watered? Mr. Webb said no, just mowing. Commissioner Philbrook asked so you guys do the watering then. Mr. Webb said Park staff. Commissioner Philbrook asked on the ones that have to be; the ones that have the median water already included. Mr. Webb said yes. Commissioner Philbrook said and the updates further west will be automatic. Mr. Webb said hopefully.

Commissioner Maddox said I wanted to know who will be monitoring the grass cutting during the summertime. Is it a certain person? Mr. Webb said yes, we have a Park staff. That’s his full-time job is to monitor all the contractors. Commissioner Maddox said and then my other question was are there stipulations we’re putting this year on grass mowing in vacant lots where there may be trash, debris because often and I’ve spoke up about this two years out now where people just run the mowers in, run over the trash, tear up a bunch of stuff. The grass will be cut but there’s a lot of debris left in the open vacant lot. Mr. Webb said Park staff, we currently have one person on mowing the lots. With the addition from the summer kids we going to up that to two full-time Park staff on lots and the contractor that does our other half of the lots, he has six guys. Commissioner Maddox said I’m saying what will we do different this summer that will stop us from just mowing grass and leaving debris and trash in vacant lots. Mr. Webb said we have more people that can do that. Commissioner Maddox asked so you’re saying that we will probably go through the fields and pick up the trash first before mowing. Mr. Webb said yes. Commissioner Maddox said okay. Mr. Tobin said the addition of the summer help, Commissioner, will allow regular Park staff to assist in that part of the lot mowing while the summer help is working on the actual UG park property. We took the emphasis from your direction to be that. This additional money was to help with the trimming, the edging and the
cleanup in our parks, specifically the ones that our citizens use on a day-to-day basis, walking, walking their dogs, playing, whatever. That was the concentration that we gave this. Putting those kids in there, I shouldn’t say kids, putting younger workers in there should allow the Park people to go ahead and do that. **Commissioner Maddox** asked are we still doing what we call eco mowing or have we come up with something where we can grasp cutting mainly the Jersey Creek area—**Mr. Webb** said we stopped eco mowing two years ago. **Commissioner Maddox** said okay. **Mr. Webb** said I’m not a big fan of that. **Commissioner Maddox** said me neither.

**Mr. Tobin** said if there are no other questions, I spoke with Renee Ramirez, our HR Director, today and we will hire these additional workers as part-time summer workers and it will post on the last Thursday of the month which I believe is the 26th for two weeks. After that, then the applications will come to the Park Department and the Street Department. We will conduct interviews and proceed from there.

**Commissioner Maddox** asked is there something you’re looking for when you do the interviews. **Mr. Tobin** said I’m sorry, Commissioner. **Commissioner Maddox** said when conducting the interviews, is it something you’re looking for specific you’re looking for from teenagers during the interview. **Mr. Tobin** said yes. I took the direction of the commission, especially from several of the commissioners, to put some of our younger citizens to work like we used to do when we had a full-blown summer program. **Commissioner Maddox** said and I was one of the ones who mentioned that—**Mr. Tobin** said yes, you were. **Commissioner Maddox** said but I just wanted to know when you say interview, I mean, what exactly is the process in that for a teenager who shows up and just says he wants to cut grass. **Mr. Tobin** said well, you still like to bring them in and talk to them, get a look at them and say—and again, we don’t know how the response will be either, Commissioner. In the past having conducted interviews for the summer program, sometimes they walk in and you think they’re coming in to mow but that’s not what they’re coming in. You have to make sure they know what’s going on. It won’t be the typical process that we use on regular employees or anything like that. Still, you have to bring them in and talk to them.

**Commissioner Maddox** asked do we have a rough estimate of how many teenagers we’ll be hiring. **Mr. Tobin** said twelve. **Co-Chairman Walker** asked minimum rage. **Mr. Tobin** said March 16, 2015
somewhere, that or more, Commissioner, I don’t know exactly where the salary will be. That’s something that Renee and I discussed today but that would ultimately be up to Doug.

Co-Chairman Walker said it doesn’t appear that there needs to be any action taken. It’d be nice not to have any complaints from our constituents this summer about grass. Mr. Tobin said well, if I could say one thing, Commissioner, I don’t think it would be possible for our crews to have to mow as much grass as they did last year. Jack, we were still mowing in December weren’t we? Co-Chairman Walker asked has the idea ever been raised on some of this vacant lot property about herbicide use of like seven, or not seven but—you know instead of cutting it three or four times, you know, taking a quart of, you know, that kills everything green on there and not having to do it again. It seems like that issue has come up. I don’t recall why there was a problem. Is it EPA related or—Mr. Tobin said well, there are actually three problems with it, Commissioner. One is the regulations and the EPA. Two, is the expense of the chemicals to do that because none of the…Co-Chairman Walker said cheaper to cut it than to kill it. Mr. Tobin said well, it used to be and none of the departments, actually Parks or Streets, had budgeted for it. The third thing is in some of the areas if you go in there and spray it and remove all the foliage, you’re creating drainage problems. Co-Chairman Walker said that makes sense.

BPU Board Member Bryant said dovetailing off of his conversation, what about if neighbors want to like use it for like garden areas? Mr. Tobin said there’s a process for that, Commissioner, that we have. A lot of times with the Land Bank properties that happens. With the ones that are still in the UG title, they can come before the commission and ask to do that. We have several neighborhood groups that do that.

Action: For information only.

Adjourn
Co-Chairman Walker adjourned the meeting at 5:26 p.m.

tpl
Item Description:

**OGL Cooperative Agreement** Operation Green Light (OGL) Cooperative Agreement (2015-2016 Renewal) – This cooperative agreement for funding operations of OGL is an ongoing traffic signal operation agreement between Mid America Council (MARC) and the Unified Government of Wyandotte County and Kansas City, Kansas (UG), which has been in place since 2009. The annual contract renewable every two or three years is depending on federal transportation funds allocation. The total fee for the next two years is $100,800, paid $50,400 per year. Currently, OGL operates 63 traffic signals within Kansas City, Kansas. The OGL operating cost per signal per year is $1,600, which is less than previous years. The UG is responsible for the 50% of the annual cost and MARC uses federal transportation funding to cover the remaining 50%.

Action Requested:

Staff recommends the approval of 2015-2016 agreement.
RESOLUTION NO. __________

A RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS TO ENTER INTO THE COOPERATIVE AGREEMENT FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROL SYSTEM

WHEREAS, the Mid-America Regional Council (“MARC”) performed a feasibility study “Operation Green Light Feasibility Report, June 2000”, which created a regional arterial traffic signal coordination system known as “Operation Green Light” for the Kansas City Urban Area including facilities under the jurisdiction of the Missouri Department of Transportation, the Cities of Gladstone, Independence, Kansas City, Lee’s Summit, Liberty, North Kansas City, and Raymore in Missouri and the jurisdiction of the Kansas Department of Transportation, the Cities of Bonner Springs, Fairway, Lansing, Leavenworth, Leawood, Lenexa, Merriam, Mission, Mission Woods, Olathe, Overland Park, Prairie Village, Shawnee, and Westwood, and the Unified Government of Wyandotte County/Kansas City, Kansas (“Unified Government”) in Kansas (collectively, the “Member Agencies”); and

WHEREAS, MARC’s Strategic Plan 2013-2016 established the vision, mission, objectives, and goals of the program; and

WHEREAS, improvement in traffic operational efficiency, air quality, and monetary savings to the Member Agencies and the public can be realized from consolidated management approach of coordinated traffic signal control along arterial corridors in the roadway systems of each Member Agency; and

WHEREAS, the Member Agencies in Kansas are authorized pursuant to the provisions of Sections 12-2901 et. seq. of the Kansas Statues Annotated, and the Member Agencies in Missouri are authorized pursuant to the provisions of Article VI, Section 9 of the Missouri Constitution and Sections 70.210 et. seq. of the Revised Statutes of Missouri to enter into cooperative agreements for the purpose of coordinating traffic signals between and within the jurisdictional boundaries of the Member Agencies; and

WHEREAS, each Member Agency has agreed to enter into an agreement to fund the cost of operating such a regional traffic control system.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT:

That after compliance with K.S.A. 12-2901 et seq., the Mayor/CEO of the Unified Government is hereby authorized and directed to execute in the name of the Unified Government as the voluntary act of the Unified Government the COOPERATIVE AGREEMENT FOR FUNDING
OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROL SYSTEM.

THIS RESOLUTION IS ADOPTED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT THIS___ OF _______ 2015.

By:    _____________________________

Mark Holland, Mayor/CEO

Approved as to form:

_____________________________________

Seal)

ATTEST

_____________________________________

Unified Government Counsel

_____________________________________

Unified Government Clerk
I. REGIONAL IMPACTS

Project Scope: Coordinate the operation of 697 intersections on high-volume, inter-jurisdictional arterial roadways in 24 cities throughout the Kansas City region. Provide and maintain real-time data communications with each intersection. Review and update timing plans at all intersections at least once every three years or as needed. Coordinate operations of traffic signal system with Kansas City Scout freeway management system for traffic incident management.

II. REGIONAL BENEFITS

- Improved regional traffic flow through reductions in unnecessary traffic signal delay
- Improved air quality through reductions in emissions due to excess signal delay

Cost:
- Total annual operating costs estimated at $1.1 million
- Federal Funds to subsidize 50% of operating costs through 2018

III. LOCAL IMPACTS

Project Scope: Coordinate the real-time operation of 63 traffic signals in the City of Kansas City, Kansas. These signals are currently on some of the most heavily travel streets including 7th St., Rainbow and Kansas Avenue.

Benefits to local agency:
- MARC will review and adjust timing plans on these corridors for the City of Kansas City, Kansas at least every three years or as needed to ensure coordinated traffic flow on these corridors and efficient operation in general
- MARC will monitor the operation of these intersections to ensure efficient service of traffic
- Serve as an extension of city staff to assist with signal timing issues
- MARC will maintain communications to these signals to allow quick response to problems
- Cities will gain access to the regional license for the TransSuite Advanced Traffic Management System software for local use on other intersections, if desired.
- Citizens will experience improved traffic flow and air quality on regional arterial routes

Cost:
- $100,800 per year unsubsidized, $50,400.00 subsidized annual total

IV. BASIC TERMS OF AGREEMENT

- Identifies roles, responsibilities and costs for operations and maintenance of OGL
- Two year term, renewable for one additional two-year period
COOPERATIVE AGREEMENT
FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT
TRAFFIC CONTROL SYSTEM

THIS COOPERATIVE AGREEMENT FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROLS SYSTEM (this “Agreement”) is made and entered into by and between Mid-America Regional Council (“MARC”) and the Unified Government of Wyandotte County/Kansas City (“Unified Government”), Kansas, a Constitutionally Chartered Municipal Corporation (City).

WHEREAS, MARC performed a feasibility study “Operation Green Light Feasibility Report, June 2000” (the ”Feasibility Report”), which created a regional arterial traffic signal coordination system known as “Operation Green Light” (“OGL”), for the Kansas City Urban Area including facilities under the jurisdiction of the Missouri Department of Transportation, the Cities of Gladstone, Independence, Kansas City, Lee’s Summit, Liberty, North Kansas City, and Raymore in Missouri and the jurisdiction of the Kansas Department of Transportation, the Cities of Bonner Springs, Fairway, Lansing, Leavenworth, Leawood, Lenexa, Merriam, Mission, Mission Woods, Olathe, Overland Park, Prairie Village, Shawnee, and Westwood, and the Unified Government in Kansas (collectively, the “Member Agencies”); and

WHEREAS, the Strategic Plan 2013-2016 established the vision, mission, objectives, and goals of the program; and

WHEREAS, improvement in traffic operational efficiency, air quality, and monetary savings to the Member Agencies and the public can be realized from a consolidated management approach of coordinated traffic signal control along arterial corridors in the roadway systems of each Member Agency; and

WHEREAS, the Member Agencies in Kansas are authorized pursuant to the provisions of Sections 12-2901 et. seq. of the Kansas Statues Annotated, and the Member Agencies in Missouri are authorized pursuant to the provisions of Article VI, Section 9 of the Missouri Constitution and Sections 70.210 et. seq. of the Revised Statutes of Missouri to enter into cooperative agreements for the purpose of coordinating traffic signals between and within the Jurisdictional Boundaries of the Member Agencies; and

WHEREAS, each Member Agency has agreed to enter into an agreement to fund the cost of operating such a Regional Traffic Control System; and

NOW, THEREFORE, in consideration of the covenants and conditions herein set forth, MARC and the Unified Government (collectively, the “Parties”) mutually agree as follows:

Sec. 1. STATUTORY AUTHORITY. Pursuant to the authority set forth in K.S.A. 12-2901 et. seq., the parties enter into this Agreement for the funding of the operations of the Regional Traffic Control System for the purpose of coordinating traffic signals within the Jurisdictional Boundaries of the Member Agencies from a regional perspective. Pursuant to such authority, the Unified Government will file for recording an executed copy of this Agreement in the appropriate county in the State of Kansas and file a copy with the Kansas Secretary of State.
Sec. 2. DEFINITIONS. As used in this Agreement, and Exhibit 1 through Exhibit 6, attached hereto and incorporated herein by this reference, the following words shall have the meanings set forth herein:

*Exhibit 1* – Steering Committee Document  
*Exhibit 2* – Scope of Services  
*Exhibit 3* – Compensation  
*Exhibit 4* – Insurance Requirements  
*Exhibit 5* – Ownership Matrix  
*Exhibit 6* – Concept of Operations  

*Communications Network* – all telecommunication infrastructure between Regional Traffic Management Centers and Traffic Signal Controllers which are a part of the Regional Traffic Control System.

*Jurisdictional Boundaries* – the geographical boundaries of the governmental entities acting as political subdivisions of the States of Kansas and Missouri.

*Jurisdictional Control Center* – the site or location designated by the Member Agency containing various equipment, computer hardware, and computer software capable of controlling and coordinating all Traffic Signal Controllers located within the Jurisdictional Boundaries of the Member Agency.

*Member Agencies* – agencies that have entered into an agreement with MARC to participate in funding the cost of design, construction, and operations of the Regional Traffic Control System.

*Private Firms* – any private firm or firms engaged by MARC to perform or provide any services, directly or indirectly, related to the operations of the Regional Traffic Control System (including, without limitation, design services provided for on-going operations), as more particularly set forth in Exhibit 2.

*Regional Traffic Control System* – an array of components including Traffic Signal Controllers, wireless and wireline telecommunications equipment, interface units, computer hardware and software, digital storage media, operator’s console, peripherals, and other related devices designed to monitor, control, and coordinate traffic movements at signalized intersections according to a given or developed plan.

*Regional Traffic Management Center* – the site or location designated by the Steering Committee containing various equipment, computer hardware, and computer software capable of controlling and coordinating the Regional Traffic Control System. The Regional Traffic Management Center is sometimes referred to herein and in the Exhibits as the Traffic Operations Center (“TOC”).

*Steering Committee* – that committee created for the purpose of assisting and advising MARC with respect to the plans, specifications, construction, installation, and operation
of the Regional Traffic Control System and consisting of voting representatives from the Member Agencies. The membership structure and policy are set forth in Exhibit 1.

Traffic Signal Controller – a complete electrical mechanism responsible for traffic signal control and operation at an individual intersection.

Sec. 3. RESPONSIBILITIES OF PARTIES.

(a) MARC. MARC is hereby designated the administrator and is by virtue of this designation responsible for administering this cooperative undertaking. As administrator, MARC shall perform or cause to be performed the services set forth in Exhibit 2.

(b) Unified Government. In addition to the obligations set forth in this Agreement, the Unified Government, in its capacity as a Member Agency, shall also perform all the obligations set forth in the document entitled “OGL Concept of Operations: Roles and Responsibilities”, attached hereto as Exhibit 6. Furthermore, the Unified Government shall not interfere with MARC’s exercise of its obligations under this Agreement, including, but not limited to MARC’s deployment of the regional signal timing and on-going operations of the Regional Traffic Control System.

Sec. 4. SHARE OF COSTS. Subject to the conditions set forth in this Agreement, the Unified Government will pay MARC an amount not to exceed One Hundred Thousand, Eight-Hundred and 00/100 Dollars ($100,800.00) representing the Unified Government’s share of the cost for the maintenance and operation of the Regional Traffic Control System, as set forth in Exhibit 3. The “Operation Green Light Location/Ownership Matrix” set forth in Exhibit 5 identifies the location and ownership of the software, hardware, and other components comprising the Regional Traffic Control System.

Sec. 5. SHARING INFORMATION. MARC shall share information related to the maintenance and operation of the Regional Traffic Control System with the Unified Government, and the Unified Government shall share information with MARC and the Member Agencies necessary for the on-going maintenance and operation of the Regional Traffic Control System.

Sec. 6. SEVERABILITY. Should any provision hereof for any reason be deemed or ruled illegal, invalid, or unconstitutional by any court of competent jurisdiction, no other provision of this Agreement shall be affected; and this Agreement shall then be construed and enforced as if such illegal or invalid or unconstitutional provision had not been contained herein.

Sec. 7. AUTONOMY. No provision of this Agreement shall be constructed to create any type of joint ownership of any property, any partnership or joint venture, or create any other rights or liabilities except as may be otherwise expressly set forth herein.

Sec. 8. EFFECTIVE DATE. The effective date of this Agreement shall be upon complete execution by the Parties and written approval by the Office of the Attorney General of Kansas. In accordance with K.S.A. 12-2905, after receiving such written approval, the Unified Government shall file for recording a fully executed copy of this Agreement with the Wyandotte County Register of Deeds in the State of Kansas and file a copy with the Kansas Secretary of
Sec. 9. TERMINATION FOR CONVENIENCE. Either party to this Agreement may terminate this Agreement by giving one hundred eighty (180) days’ written notice to the other party. Financial obligations will be honored up to the effective date of termination. A Member Agency that terminates this Agreement may no longer be granted access to the Regional Traffic Control System. Costs may be incurred by the Member Agency terminating the Agreement for MARC to uninstall or transfer ownership of network equipment owned by MARC.

Sec. 10. MERGER. This Agreement constitutes the entire agreement between the Unified Government and MARC with respect to this subject matter.

Sec. 11. INDEPENDENT CONTRACTOR. MARC is an independent contractor and is not the Unified Government’s agent. MARC has no authority to take any action or execute any documents on behalf of the Unified Government.

Sec. 12. COMPLIANCE WITH LAWS. MARC shall comply with and shall require its Private Firms to comply with all federal, state, and local laws, ordinances, and regulations applicable to the work and this Agreement.

Sec. 13. DEFAULT AND REMEDIES. If MARC shall be in default or breach of any provision of this Agreement, the Unified Government may terminate this Agreement, suspend the Unified Government’s performance, withhold payment, or invoke any other legal or equitable remedy after giving MARC written notice and opportunity to correct such default or breach within thirty (30) days of receipt of such notice; provided, however, if such default or breach cannot be cured within thirty (30) days, then MARC shall notify the Unified Government in writing and commence to cure within thirty (30) days.

Sec. 14. WAIVER. Waiver by the Unified Government of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant, or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of the Unified Government, and forbearance or indulgence by the Unified Government in any regard whatsoever shall not constitute a waiver of same to be performed by MARC to which the same may apply and, until complete performance by MARC of the term, covenant, or condition, the Unified Government shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Sec. 15. MODIFICATION. Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified, or amended except in writing signed by the Unified Government and MARC.

Sec. 16. HEADINGS; CONSTRUCTION OF AGREEMENT. The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine, or neuter, the same as if such words had been fully and properly written in that number or gender.
Sec. 17. AUDIT. The Unified Government shall have the right to audit this Agreement and all books, documents, and records relating thereto upon written request to MARC. MARC shall maintain all its books, documents, and records relating to this Agreement and any contract during the period of this Agreement for three (3) years after the date of final payment of the contract or this Agreement, whichever expires last. The books, documents, and records shall be made available for the Unified Government’s review within fifteen (15) business days after the written request is made.

Sec. 18. AFFIRMATIVE ACTION; NON-DISCRIMINATION.

(a) MARC shall require Private Firms to establish and maintain for the term of this Agreement an Affirmative Action Program in accordance with the provisions of Title VI of the Civil Rights Act of 1964, as amended. More specifically, any third party firm will comply with the applicable regulations of the U. S. Department of Transportation (“USDOT”) relative to non-discrimination in federally assisted programs of the USDOT, as contained in 49 C.F.R. 21 through Appendix H and 23 C.F.R. 710.405, which are herein incorporated by reference and made a part of this Agreement.

(b) During the performance of this Agreement or any subcontract resulting thereof, MARC, Private Firms, and all subcontractors and vendors (the Private Firms, together with all subcontractors and vendors, shall for purposes of this Section 18 be collectively referred to as the “Other Contractor Parties”) shall observe the provisions of the Kansas Acts Against Discrimination (K.S.A. 44-1001 et seq.) and Title VII of the Civil Rights Act of 1964 as amended and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, national origin, age, disability, ancestry, veteran status, or low income. In all solicitations or advertisements for employees, MARC and the Other Contractor Parties shall include the phrase “equal opportunity employer” or a similar phrase to be approved by the Kansas Human Rights Commission (“Commission”). If MARC fails to comply with the manner in which MARC reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, or if MARC is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, MARC shall be deemed to have breached this Agreement, and this Agreement may be canceled, terminated, or suspended, in whole or in part, by the Unified Government.

(c) MARC shall abide by 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. 1201 et seq.), as well as all other federal, state, and local laws, ordinances, and regulations applicable to this project, and shall furnish any certification required by any federal, state, or local laws, ordinances, and regulations applicable to this project and shall furnish any certification required by any federal, state, or local governmental agency in connection therewith.

(d) MARC shall include the provisions of paragraphs (b) through (c) above in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

Sec. 19. ASSIGNABILITY OR SUBCONTRACTING. MARC shall not subcontract, assign, or transfer any part or all of MARC’s obligations or interests without the Unified Government’s
prior approval which shall not be unreasonably delayed or withheld. If MARC shall subcontract, assign, or transfer any part or all of MARC’s interests or obligations under this Agreement without the prior approval of the Unified Government, it shall constitute a material breach of this Agreement.

Sec. 20. CONFLICTS OF INTEREST. MARC shall require its Private Firms to certify that no officer or employee of the Unified Government, or no spouse of such officer or employee, has or will have a direct or indirect financial or personal interest in this Agreement or any other related agreement, and that no officer or employee of the Unified Government, or member of such officer’s or employee’s immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of MARC or its Private Firms in this Agreement or any other related agreement.

Sec. 21. RULES OF CONSTRUCTION. The judicial rule of construction requiring or allowing an instrument to be construed to the detriment of or against the interests of the maker thereof shall not apply to this Agreement.

Sec. 22. NOTICE. Any notice to a party in connection with this Agreement shall be made in writing at the following address or such other address, as the party shall designate in writing:

Unified Government
Attention: Lideana Laboy
701 North 7th Street, Suite 712
Kansas City, Kansas 66101

MARC
Attention: Director, Mid-America Regional Council
600 Broadway, Suite 200
Kansas City, Missouri 64105

Sec. 23. GOVERNING LAW. This Agreement shall be construed and governed in accordance with the law of the State of Kansas. Any action in regard to this Agreement or arising out of its terms and conditions must be instituted and litigated in the courts of the State of Kansas within Wyandotte County, Kansas, and in no other. The Parties submit to the jurisdiction of the courts of the State of Kansas and waive venue.

Sec. 24. INDEMNIFICATION BY PRIVATE FIRMS. MARC shall require its Private Firms (including, without limitation, any design professionals) to defend, indemnify, and hold harmless the Unified Government and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorney fees, arising out of any negligent acts or omissions in connection with the services performed pursuant to this Agreement (including, without limitation, professional negligence), caused by a Private Firm, its employees, agents, contractors, or caused by others for whom the Private Firm is liable. Notwithstanding the foregoing, the Private Firm is not required under this section to indemnify the Unified Government for the negligent acts of the Unified Government or any of its agencies, officials, officers, or employees.
Sec. 25. INSURANCE. MARC and any Private Firms retained by MARC shall maintain the types and amounts of insurance set forth in Exhibit 4; provided, however, the limits set forth in Exhibit 4 are the minimum limits and MARC may carry higher limits as it may deem necessary, in its discretion, or as may be required by other Member Agencies.

Sec. 26  INITIAL TERM; RENEWAL OF TERM. The initial term of this Agreement shall be two (2) years (“Term”) unless sooner terminated in accordance with Section 9 of this Agreement. The Term of this Agreement shall automatically renew for one (1) additional two (2) year period (the “Renewal Term”) on the same terms and conditions as set forth herein; provided, the Term shall not automatically renew if the Unified Government provides written notice to MARC of its intention not to renew within one hundred eighty (180) days prior to the expiration of the Term.

Sec. 27. CASH BASIS LAW. This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. This Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Unified Government reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from: (a) funds budgeted and appropriated for that purpose during the Unified Government’s current budget year, or (b) funds made available from any lawfully operated revenue producing source.
IN WITNESS WHEREOF, each party hereto has executed this Agreement on the day and year herein written.

MID-AMERICA REGIONAL COUNCIL

By: ______________________________
Title: ______________________________
Date: ______________________________

ACKNOWLEDGMENT

STATE OF MISSOURI )
COUNTY OF JACKSON ) ss

On this _____ day of __________________, 2015, before me, the undersigned, a Notary Public, appeared ______________________________, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Executive Director of Mid-America Regional Council (“MARC”) and that this foregoing instrument was signed and sealed on behalf of MARC by authority of its Board, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of MARC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

____________________________________
Printed Name __________________________
Notary Public - State of Missouri
Commissioned in Jackson County

My commission expires:

______________________________
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: ____________________________
    Douglas G. Bach
    County Administrator

Date: ____________________________

Attest:

_________________________
Clerk

Approved pursuant to K.S.A. §12-2904(g):

____ Office of the Attorney General of Kansas

ACKNOWLEDGMENT

STATE OF KANSAS               )
) ss                        )
COUNTY OF WYANDOTTE)  

  On this ______day of ________________, 2015, before me, the undersigned, a Notary
Public, appeared ____________________________, to me personally known, or proved to
me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the
County Administrator of the Unified Government of Wyandotte/ Kansas City, Kansas (“Unified
Government”), and that the foregoing instrument was signed and sealed on behalf of the Unified
Government, and said officer acknowledged said instrument to be executed for the purposes
therein stated and as the free act and deed of the Unified Government.

  IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the
day and year last above written.

________________________________________________________________________
Printed Name __________________________
Notary Public - State of Kansas
Commissioned in Wyandotte County

My commission expires:
EXHIBIT 1

OPERATION GREEN LIGHT COMMITTEE

Role, Responsibility, and Organizational Structure

1.1.1 Responsibilities: The Operation Green Light Steering Committee shall serve to approve budgets, procurement and staffing recommendations to the Mid-America Regional Council Board of Directors and to make other technical and policy decisions concerning the development, deployment and operation of the Operation Green Light regional traffic signal coordination program, including: Approve the program’s upcoming annual budget during the final meeting of the calendar year. Purchases and contracts shall follow MARC’s established threshold guidelines as well as the following: Amounts of $15,000-$25,000 shall be reported to the committee; amounts of $25,001 or more shall be voted on and approved by the Steering Committee before purchase or contract is sent to MARC’s Board of Directors for approval.

1.1.2 Participate in program decision-making at key points by reviewing and providing comments on project deliverables and by approving or rejecting technical and policy recommendations;

1.1.3 Participate in the development of inter-jurisdictional agreements for the construction, operation, maintenance and other activities of the regional traffic signal coordination system; and

1.2 Call upon committee members to participate in Task Force work groups as technical issues arise requiring additional effort than time allows during a Steering Committee meeting. The Task Force shall submit to the Steering Committee recommendations based on its discussions.

1.3 Membership and Meetings: The Steering Committee shall be composed of representatives from participating agencies in the following manner:

<table>
<thead>
<tr>
<th>Participating Agency</th>
<th>Membership (voting)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Funding Agency in Bold</td>
<td></td>
</tr>
<tr>
<td>Bonner Springs</td>
<td>1</td>
</tr>
<tr>
<td>Fairway</td>
<td>1</td>
</tr>
<tr>
<td>FHWA – MO &amp; KS</td>
<td>Ex Officio</td>
</tr>
<tr>
<td>Gladstone</td>
<td>1</td>
</tr>
<tr>
<td>Independence</td>
<td>1</td>
</tr>
<tr>
<td>Kansas City, MO</td>
<td>1</td>
</tr>
<tr>
<td><strong>KC Scout</strong></td>
<td>Ex Officio</td>
</tr>
<tr>
<td>KDOT</td>
<td>1</td>
</tr>
<tr>
<td>Lansing</td>
<td>1</td>
</tr>
<tr>
<td>Leavenworth</td>
<td>1</td>
</tr>
<tr>
<td>Leawood</td>
<td>1</td>
</tr>
<tr>
<td>Lee’s Summit</td>
<td>1</td>
</tr>
<tr>
<td>Lenexa</td>
<td>1</td>
</tr>
<tr>
<td>Liberty</td>
<td>1</td>
</tr>
</tbody>
</table>
Each representative shall have a designated alternate with full authority to act in the absence of the representative. The Steering Committee may be expanded to include other additional members as approved by majority vote of the members of the existing Steering Committee.

The Steering Committee shall meet minimally on a quarterly basis but may meet more frequently if the business of the Steering Committee necessitates. The final meeting of the calendar year shall be designed to report on the State of the Operation Green Light Program including Budget reporting and approval of the future budget and election of the next vice-chairperson.

The chairperson of the Steering Committee shall have the authority to call a meeting of the Committee with a minimum of seven (7) calendar days' notice to all the members. Notice is deemed to have occurred from the date that it is deposited with the United States Postal Service, postage prepaid; distributed via Facsimile; OR distributed via E-mail addressed to the members of the Steering Committee. The chairperson and vice-chairperson shall help develop meeting agendas prior to meeting notices and shall preside over the meetings.

1.4 Chairperson and Vice-Chairperson: The Steering Committee members shall elect by majority vote of all of the voting members of the Committee, from amongst the members of the Committee, a vice-chairperson who will serve a one-year term. Said election will occur at the final regularly scheduled meeting of the calendar year of the Steering Committee prior to the expiration of the chairperson’s one-year term. The vice-chairperson shall assume the responsibilities of the chairperson at the end of the chairperson’s term and any time the chairperson is unable to attend committee meetings. Kansas and Missouri shall be represented in these positions in alternating years.

1.5 Quorum and Voting: All members of the Steering Committee shall be entitled to one vote on all matters submitted to the Committee for vote.

Any six of the voting members of the Steering Committee, including at least one member from Kansas City, Missouri, the Missouri Department of Transportation, Unified Government/Kansas City, Kansas, or Overland Park, Kansas, (based on the four largest agencies by signal count at the beginning of the current Operations contract term) shall constitute the quorum necessary to convene the
meeting of the Committee. All official actions by the Steering Committee shall require a majority vote of the members present at the meeting.

All votes shall be taken and recorded in the minutes by roll call. Each member shall have the ability to recall any matter voted upon during his or her absence providing said member notifies in writing the committee chairperson or co-chairperson within 7 calendar days of when the meeting minutes are posted to the MARC website and/or delivered to committee members via email. Within 3 business days of being notified, the chairperson or co-chairperson shall collaborate with OGL staff to present the issue for a reconsideration of the vote via email to all committee members who will be asked to respond within 10 calendar days. If a response is not received by close of business on the 10th day, the member’s previously cast vote shall be counted in the same manner.
EXHIBIT 2

SCOPE OF WORK

1. Project Management

The Mid-America Regional Council (MARC) will provide staff time, equipment and materials, and contract services necessary to accomplish the following project management services:

- Arrange and conduct regular Steering Committee meetings to discuss and develop policies and procedures governing the development, implementation and on-going operation of the program;
- Arrange and conduct Technical Committee meetings as needed to discuss and develop recommendations concerning technical issues associated with the development, implementation and on-going operation of the project;
- Arrange and conduct other meetings with project participants as necessary to develop, implement and operate the project;
- Negotiate, execute and administer agreements with state and local governments to provide federal, state and local funding for the development, implementation and ongoing operation of the program;
- Develop and publish requests for proposals, consultant agreements and other procurement documents necessary to select and hire contractors to provide system integration services, telecommunications and traffic engineering design services, computer software, computer hardware, communications network, traffic signal equipment and other items necessary for the development, implementation and ongoing operation of the program;
- Negotiate, execute and administer agreements with private firms to provide system integration services, telecommunications and traffic engineering design services, computer software, computer hardware, communications network, traffic signal equipment and other items necessary for the development, implementation and ongoing operation of the program;
- Develop and maintain project budgets and schedules;
- Develop and maintain project databases;
- Publish and distribute project documents and other deliverables to participating state and local governments; and
- Perform other tasks necessary to manage and administer the program.

2. Traffic Signal Timing

MARC shall coordinate with agency staff or their delegates to develop and implement, with agency approval, the requisite signal timing plans for OGL intersections.
3. Operations and Maintenance

3.1. Computer Software and Databases
MARC will procure all required software and may engage a private firm or firms selected by the project Steering Committee to provide technical support and maintain computer software and databases at the Operation Green Light Traffic Operations Center. MARC staff shall be responsible for providing day-to-day maintenance of the computer software and databases including but not limited to data entry, backups, upgrades, etc., at the Operation Green Light Traffic Operations Center.

3.2. Computer Network
MARC will procure all required hardware and software. Any equipment (e.g. switches, routers, hubs, etc.) that is used for the field communication back bone will be considered part of the computer network. MARC may engage a private firm or firms selected by the Steering Committee to provide technical support and maintain the Operation Green Light computer network.

3.3. Field Communications System
All field communications equipment purchased by MARC will be maintained by MARC. The city will maintain any pre-existing, city-owned equipment that is utilized as part of the OGL field communication system. MARC staff will monitor the field communication system through monitoring software which is purchased by MARC. MARC may engage a private firm or firms selected by the project Steering Committee to maintain the regional field communications system. The scope of services for this work will be developed with and approved by the Steering Committee.

3.4. Traffic Signal Controllers
Each member agency shall be responsible for all maintenance to the traffic signal controllers. MARC responsibility will be limited to maintaining the regional field communication system and will terminate at the traffic controller unless otherwise specified. Traffic signal controllers and cabinets that have been purchased and/or installed as part of the OGL controller upgrade project will also be owned and maintained by the local jurisdiction once they have been received and/or accepted, and the local jurisdiction will be responsible for purchasing and installing replacement controllers that are compatible with the OGL system should the MARC-purchased controller fail.
EXHIBIT 3
COMPENSATION

A. The amount the City will pay MARC under this contract will not exceed **One Hundred Thousand, Eight-Hundred and 00/100 Dollars ($100,800.00)**. This amount represents the City share of the total project cost as shown in Table 1 of this Exhibit. City shall pay MARC, upon invoice, for the actual costs incurred for MARC on a yearly basis.

<table>
<thead>
<tr>
<th>Table 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operation Green Light Program</td>
</tr>
<tr>
<td>Annual Operations Costs</td>
</tr>
<tr>
<td>Annual Operating Cost per Signal</td>
</tr>
<tr>
<td>Total Agency Signals in OGL</td>
</tr>
<tr>
<td>Total Agency Unsubsidized Annual cost</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cost per Year Subsidized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year</td>
</tr>
<tr>
<td>2015</td>
</tr>
<tr>
<td>2016</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>

B. It shall be a condition precedent to payment of any invoice from MARC that MARC is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by MARC, City may withhold payment(s) to MARC for the purpose of set off until such time as the exact amount of damages due City from MARC may be determined.

C. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.

D. City is not liable for any obligation incurred by MARC except as approved under the provisions of this Contract.
Exhibit 4

INSURANCE REQUIREMENTS

A. MARC shall procure and maintain and shall cause any Private Firm it engages to perform services under this Agreement to procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required by the City during the term of this Agreement, MARC shall obtain and shall cause the Private Firms to obtain such additional insurance; provided, however, the cost of the additional insurance shall be paid by the City. MARC shall not accept insurance policies from any Private Firm containing a Self-Insured Retention.

1. Commercial General Liability Insurance: with limits of $500,000 per occurrence and $2,000,000 aggregate, written on an “occurrence” basis. The policy shall be written or endorsed to include the following provisions:
   a. Severability of Interests Coverage applying to Additional Insureds
   b. Contractual Liability
   c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be $2,000,000
   d. No Contractual Liability Limitation Endorsement
   e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent

2. Workers’ Compensation Insurance: as required by statute, including Employers Liability with limits of:
   Workers Compensation Statutory
   Employers Liability
   $100,000 accident with limits of:
   $500,000 disease-policy limit
   $100,000 disease-each employee

3. Commercial Automobile Liability Insurance: with $100,000 per claim up to $2,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an “any auto” basis and written on an “occurrence” basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Design Professional.

4. Professional Liability Insurance (only applicable for Private Firms that are design professionals or other types of professionals that can carry professional liability insurance): with limits Per Claim/Annual Aggregate according to the following schedule:

<table>
<thead>
<tr>
<th>Professional Liability Minimum</th>
<th>Fee Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $25,000</td>
<td>$100,000</td>
</tr>
<tr>
<td>$25,000 or more, but less than $50,000</td>
<td>$500,000</td>
</tr>
<tr>
<td>$50,000 or more</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to MARC and the City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that MARC and the City and their agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Private Firms engaged by MARC shall provide to MARC and the City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds.

C. All insurance coverage must be written by companies that have an A.M. Best’s rating of “B+V” or better, and are licensed or approved by the State of Kansas to do business in Kansas and by the State of Missouri to do business in Missouri.

D. Regardless of any approval by MARC or the City, it is the responsibility of the Private Firms to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of a Private Firm’s failure to maintain the required insurance in effect, MARC may order the Private Firm to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.
## EXHIBIT 5

### Operation Green Light Location / Ownership Matrix

<table>
<thead>
<tr>
<th>Component</th>
<th>Location</th>
<th>Purchased By</th>
<th>Owned By</th>
<th>Maintained By</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Software/Firmware</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TransSuite &amp; Associated Software</td>
<td>OGL TOC</td>
<td>MARC</td>
<td>MARC</td>
<td>MARC*</td>
<td>Available for use by local agencies</td>
</tr>
<tr>
<td>Genetec Video System</td>
<td>OGL TOC</td>
<td>MARC</td>
<td>MARC</td>
<td>MARC*</td>
<td></td>
</tr>
<tr>
<td>Other software used by MARC staff</td>
<td>OGL TOC</td>
<td>MARC</td>
<td>MARC</td>
<td>MARC*</td>
<td></td>
</tr>
<tr>
<td><strong>Computer Hardware</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OGL TOC Servers</td>
<td>OGL TOC</td>
<td>MARC</td>
<td>MARC</td>
<td>MARC*</td>
<td></td>
</tr>
<tr>
<td>OGL TOC Workstations</td>
<td>OGL TOC</td>
<td>MARC</td>
<td>MARC</td>
<td>MARC*</td>
<td></td>
</tr>
<tr>
<td>Agency TOC Servers</td>
<td>Local Agency</td>
<td>Local Agency</td>
<td>Local Agency</td>
<td>Local Agency</td>
<td></td>
</tr>
<tr>
<td>Agency TOC Workstations</td>
<td>Local Agency</td>
<td>Local Agency</td>
<td>Local Agency</td>
<td>Local Agency</td>
<td></td>
</tr>
<tr>
<td><strong>Field Hardware</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OGL Field Network Equipment</td>
<td>Field</td>
<td>MARC</td>
<td>MARC</td>
<td>MARC*</td>
<td></td>
</tr>
<tr>
<td>Local Agency Field Network Equipment</td>
<td>Field</td>
<td>Local Agency</td>
<td>Local Agency</td>
<td>Local Agency</td>
<td>Extention of City network</td>
</tr>
<tr>
<td>Existing Closed-Loop fiber re-tasked to OGL Network</td>
<td>Field</td>
<td>Local Agency</td>
<td>Local Agency</td>
<td>Local Agency</td>
<td>OGL owns switches to manage</td>
</tr>
<tr>
<td>Traffic Signal Controllers</td>
<td>Field</td>
<td>MARC/Local Agency</td>
<td>Local Agency</td>
<td>Local Agency</td>
<td>OGL purchased controllers only for original build-out</td>
</tr>
<tr>
<td>OGL-purchased Closed Circuit Camera</td>
<td>Field</td>
<td>MARC</td>
<td>Local Agency</td>
<td>Local Agency</td>
<td></td>
</tr>
<tr>
<td><strong>Miscellaneous</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OGL TOC Office</td>
<td>MoDOT KC District</td>
<td>MoDOT</td>
<td>MoDOT</td>
<td>MoDOT</td>
<td></td>
</tr>
<tr>
<td>OGL TOC Phone System</td>
<td>OGL TOC</td>
<td>MoDOT</td>
<td>MoDOT</td>
<td>MoDOT</td>
<td></td>
</tr>
<tr>
<td>OGL TOC Office Furniture &amp; Equipment</td>
<td>OGL TOC</td>
<td>MARC</td>
<td>MARC</td>
<td>MARC*</td>
<td></td>
</tr>
<tr>
<td>OGL Vehicles &amp; Mobile Equipment</td>
<td>OGL TOC</td>
<td>MARC</td>
<td>MARC</td>
<td>MARC*</td>
<td></td>
</tr>
</tbody>
</table>

* MARC maintained components to be maintained by joint-funded agreement
Exhibit 6
OGL Concept of Operations: Roles and Responsibilities

Introduction

Operation Green Light (OGL) is a regional initiative to improve traffic flow and reduce vehicle emissions by coordinating traffic signals on major roadways in the Kansas City metropolitan area. OGL is a cooperative effort of the Mid-America Regional Council (MARC), state departments of transportation and local agencies working together to coordinate traffic signal timing plans and communication between traffic signal equipment across jurisdictional boundaries.

The concept of operations provides a high-level overview of the roles and responsibilities of the agencies participating in the operation and management of OGL. The concept of operations is intended to balance the need for standardization and uniformity of operations on OGL routes with the need to be responsive to the unique needs and circumstances of the agencies participating in OGL.

Signal Timing

Initial Deployment of Regional Timing Plans

The member agencies will partner with MARC and each other in developing regional traffic signal timing plans. In order to facilitate this work each member agency will provide MARC traffic counts and other relevant, available data for traffic signals that are part of regionally significant traffic corridors that pass through adjacent cities. This information may include:

- Existing timing plans and data in the existing traffic controller (controller data sheets)
- Intersection geometry via aerial mapping
- Signal phasing information (or policy)
- Historical traffic count information available
- Approved yellow and all-red clearance intervals (or policy)
- Pedestrian timing (or policy)
- Signal phasing policy (lead only/lead-lag/vary lead-lag by time-of-day)
- Historical citizen complaints on the intersection operation as needed

After providing data to MARC, each member agency will then work with MARC to cooperatively develop regionally optimized timing plans. The member agency will continue to be responsible for maintenance of timing plans for traffic signals that lie wholly within the member agency’s jurisdictional boundaries and are not on OGL corridors unless the member agency decides to contract this work to MARC. The steps involved in the development of regional timing plans are:

- The member agency will either collect traffic counts on the arterials for signals maintained by the member agency and provide this information to MARC OR will contract with MARC to collect traffic counts as needed.
- In conjunction with member agency staff, MARC will conduct travel-time studies and speed profile studies on the arterial prior to implementation of the timing plans
- MARC may hold design meetings with representatives from the member agencies and other impacted agencies. At the first of these meetings the following items will be established
  o Number of timing plans and time of use (i.e., am, noon, pm, off-peaks, etc.)
  o Critical intersections of a corridor
  o An initial common corridor cycle length for each of the plans identified (i.e. am,
pm, etc.) [Note: this cycle length may need to be revisited after developing the regional timing plan.]

- The member agency will then develop the following initial parameters for individual signals maintained by the member agency for each of the timing plans to be developed, and submit them to MARC for review and incorporation into regional plans for the OGL corridor;
  - phase sequencing
  - splits
  - offsets
- MARC will develop initial splits and offsets for any remaining signals and incorporate member agency developed timing plans into regional plans for the OGL corridor.
- MARC may then incorporate the regional plans into mutually agreed upon software as needed for review by the member agencies.
- At the second meeting, MARC and the member agencies will:
  - Review the regional timing plans developed
  - Review any software models developed
  - Determine if any changes to initial timings need to be made to optimize the operation of the corridor
- Once the member agencies have agreed on the different timing plans developed, they will download the timing plans into signal controllers maintained by each member agency OR will request MARC to provide signal timing plans and download to local controllers.
- In conjunction with member agency staff, MARC will field-monitor each arterial after a timing plan has been downloaded and will work with the member agency to make any additional changes to further optimize the flow of traffic if necessary.
- In conjunction with member agency staff, MARC will conduct travel-time and speed profile studies on arterials after implementation of the optimized signal timing plans

### Providing Maintenance Timing Plans

As part of a regional effort, MARC will on a regular basis, or as requested, examine the operations of signals that are part of regionally significant traffic corridors that pass through the member agency and adjacent cities and determine if optimization is necessary. If minor changes to splits and offsets are to be made to individual signals along an OGL corridor the following steps will be followed:

- In conjunction with MARC, member agency staff will field-monitor the affected corridor or intersection(s)
- MARC will meet with affected member agencies if needed
- MARC will collect traffic counts as necessary OR the member agency will collect traffic counts at member agency maintained traffic signals
- The member agency will develop timing plans for member agency maintained signals and download them to controllers as necessary in coordination with MARC OR MARC will develop and provide revised arterial timing plans as needed
- In conjunction with member agency staff, MARC will field-monitor each arterial after timing plan download and provide further optimization if necessary by submitting updated timing plans for agency consideration and download

If major changes, such as changes to cycle lengths, phase sequencing and major changes to splits, are to be made along an OGL corridor, the process described above for initial deployment of regional timing plans may be used.

### Incident Management
The member agency will work with MARC and other member agencies to identify locations along the regionally significant arterials and interstate highways where incidents are prone to happen and have major impact on traffic flow. These locations may be manually forced to run special plans when an incident is observed at the TOC. The following steps shall be followed for planned, recurring, and anticipated incident response:

- MARC and member agencies will identify incident-prone locations
- MARC will meet with affected member agencies to discuss solutions
- MARC will develop signal timing plans for the incident
- MARC will submit such plans for review by member agencies
- MARC and member agencies will jointly determine the parameters required for invoking such a plan by the TOC
- Once the plan has been invoked (when the required parameters are met) MARC will inform the affected agencies immediately
- After the incident has been cleared, MARC will put signals back on their regular plans and inform member agencies

The member agency will inform MARC about construction and roadway closures and may request signal timing plan adjustments. MARC will provide special timing plans when requested to optimize traffic flow for agency consideration and download.

**Citizen Complaints**

Member agencies will route/report citizen complaints/requests on OGL signals to the TOC and MARC, in cooperation with the member agency, will respond to the complaint/request in a timely manner. MARC will also route/report received citizen complaints to the member agencies and maintain a response log.

**Dispute Resolution**

In the event that satisfactory agreement cannot be reached between member agencies on timing plans or incident plans developed for OGL, the dispute will be referred to the OGL Steering Committee, which will provide recommendations for resolution. Unless the responsible engineer for a member agency determines that such plans will create an unsafe condition within their jurisdiction, the member agency will implement the plans recommended by the Committee.

**Emergency Provisions**

In the event of an emergency not already covered under a pre-arranged incident-management plan, the member agency will take any steps it considers necessary to manage traffic signals within its jurisdiction to ensure the safety of the traveling public. The member agency will notify MARC of any emergency changes made to OGL traffic signal timing plans in a timely manner and will work expeditiously with MARC to restore all OGL corridors within its jurisdiction to normal operation when the emergency subsides.

**Field Communication Operation and Maintenance**

MARC will be responsible for maintenance and replacement of all wireless communication infrastructure that is installed as a result of OGL initiated construction projects. Member agencies that have the capability to maintain their own communication infrastructure may do by separate agreement with MARC.
Controller Upgrades and Work inside the Traffic Controller Cabinet

MARC will, with the applicable member agencies, upgrade traffic controllers that are incapable of communicating with the central system software. When work is performed that involves the opening of a traffic controller cabinet, the member agency will coordinate with the contractor and have a representative in the field. The member agency will test and approve/disapprove the work performed by the contractor and inform MARC of the fact. MARC will be responsible for administration and final approval of all OGL initiated construction projects. Member agencies are responsible for notifying and coordinating with OGL when undertaking traffic signal system construction projects on OGL corridors.

Technical Support for OGL Computer Network

MARC will provide technical support for the central system software and the laptop version of the central system software. MARC will also maintain the computer network hardware along with all network components such as network switches, routers, licensed and unlicensed radios, modems etc.

The Traffic Operations Center

MARC will staff OGL operations at the Traffic Operations Center (TOC). The TOC is currently co-located with the KC Scout program and offices in the MoDOT KC District offices.

The TOC will be staffed as determined by MARC. MARC expects to coordinate with Kansas City Scout and use the video monitoring capabilities available at the KC Scout TOC to alleviate congestion along arterials. It is recommended that member agencies with traffic management centers, at a minimum, staff their centers to operate on a schedule concurrent with OGL.

The staff will interact with citizens and the media and provide answers to traffic signal timing questions on OGL signals.
Agreement with Overland Park concerning Merriam Lane, West 36th to 24th Street

The Unified Government is designing the Merriam Lane Improvements, West 36th Street to 24th Street. The project will bid for construction in early 2016. A small portion of the project lies at the city/county limits with Overland Park, in Johnson County. A cooperative agreement between the Unified Government and Overland Park is needed to spell out the details of our cooperation, including authorities related to right-of-way acquisition. The Unified Government initiated this project and is paying all costs. The impact to Overland Park property owners and infrastructure is minimal.

Action Requested:
Submitted for approval by the Commission.
A RESOLUTION AUTHORIZING THE APPROVAL OF THE AGREEMENT BETWEEN THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/ KANSAS CITY, KANSAS AND THE CITY OF OVERLAND PARK, KANSAS FOR THE PUBLIC IMPROVEMENT OF MERRIAM LANE- WEST 36th TO 24th STREET.

WHEREAS, The City of Overland Park, Kansas (Overland Park) and the Unified Government of Wyandotte County/ Kansas City, Kansas (Unified Government) have determined it is in their best interest to make the public improvement of Merriam Lane – West 36th to 24th Street; and

WHEREAS, K.S.A. 12-2908 and K.S.A. 68-169 authorize the parties hereto to cooperate in making the public improvement; and

WHEREAS, the parties have reached and prepared an Agreement to cooperate in making the public improvement, and the Unified Government desires to enter said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AS HANDS: That the Mayor/CEO of the Unified Government of Wyandotte County/ Kansas City, Kansas is hereby authorized to execute said Agreement 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 Agreement.

THIS RESOLUTION IS ADOPTED by the Governing Body of the Unified Government of Wyandotte County/Kansas City, Kansas, this____ of May, 2015.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: ______________________________________

Mark Holland
Mayor/CEO

ATTEST

________________________________________
Unified Government Clerk

Approved As To Form:

________________________________________
Misty S. Brown, Assistant Counsel
AGREEMENT BETWEEN THE CITY OF OVERLAND PARK, KANSAS, AND THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/ KANSAS CITY, KANSAS, FOR THE PUBLIC IMPROVEMENT OF MERRIAM LANE - WEST 36TH TO 24TH STREET.

THIS AGREEMENT, made and entered into this _________ day of ______________________, 20___, by and between the CITY OF OVERLAND PARK, KANSAS (hereinafter “OVERLAND PARK”), and the UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS (hereinafter “UNIFIED GOVERNMENT”), each party having been organized and now existing under the laws of the State of Kansas (hereinafter OVERLAND PARK and UNIFIED GOVERNMENT may be referred to singularly as the “Party” and collectively as the “Parties”).

WITNESSETH:

WHEREAS, the UNIFIED GOVERNMENT intends to improve MERRIAM LANE – WEST 36TH TO 24TH STREET and the construction will require roadway and sidewalk improvements within the corporate limits of OVERLAND PARK as such improvement is hereinafter described; and

WHEREAS, K.S.A. 12-2908 and K.S.A. 68-169 authorizes the Parties hereto to cooperate in making the public improvement; and

WHEREAS, the Governing Bodies of each of the Parties hereto have determined to enter into this Agreement for the aforesaid public improvement, as authorized and provided by K.S.A. 12-2908 and K.S.A. 68-169; and

WHEREAS, the Governing Body of UNIFIED GOVERNMENT did approve and authorize its mayor to execute this Agreement by official vote of the Body on the __________ day of ________________, 20___; and

WHEREAS, the Governing Body of OVERLAND PARK did approve and authorize its mayor to execute this Agreement by official vote of the Body on the __________ day of ________________, 20___.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the Parties hereto agree as follows:

1. PURPOSE OF AGREEMENT. The Parties hereto enter into this Agreement for the purpose of constructing the public improvement on MERRIAM LANE – WEST 36TH TO 24TH STREET by performing the following work: pavement reconstruction, sidewalks, bike lanes, signage, pavement markings, LED street lighting, traffic signal at 34th Street, storm sewer system improvements, and other items incidental to the street reconstruction (hereinafter the “Improvement”).
2. **ESTIMATED COST OF PROJECT.**

   A. The estimated cost of construction of the Improvement covered by this Agreement, exclusive of the cost of right-of-way or easement acquisition, is FIVE MILLION SIX HUNDRED THOUSAND DOLLARS ($5,600,000.00).

   B. The cost of making the Improvement shall include:

      (1) Labor and material used in making the Improvement; and

      (2) Such other expenses which are necessary in making the Improvement, exclusive of the cost of acquiring real property and any improvement thereon for the location of the Improvement. These expenses include, but are not limited to design, project administration, construction inspection, material testing and utility relocations.

   C. The Parties anticipate receipt of Federal Funding of FOUR MILLION TWO HUNDRED FORTY THOUSAND DOLLARS ($4,240,000.00) to help pay a portion of the cost of the Improvement.

   D. The remaining cost of making the said Improvement shall be distributed between the Parties as follows:

      (1) **UNIFIED GOVERNMENT** shall pay 100% of the local share of said Improvement (estimated to be $1,360,000.00).

      (2) **OVERLAND PARK** shall pay 0% of the local share of said Improvement (estimated to be $0.00).

      (3) **UNIFIED GOVERNMENT** shall acquire and pay all costs associated with the right-of-way and easement acquisition.

      (4) **UNIFIED GOVERNMENT** shall pay the cost of financing and/or bonding its share of the project cost.

3. **FINANCING.** **UNIFIED GOVERNMENT** shall pay its portion of the cost with monies budgeted and appropriated funds.

4. **UNIFIED GOVERNMENT ADMINISTRATION OF PROJECT.** It is acknowledged and understood between the Parties that since there are two separate entities included within the proposed Improvement, one of the entities should be designated as being “in charge” of the project to provide for its orderly design and construction. However, both entities shall have the right of review and comment on project decisions at any time throughout duration of this Agreement, and any subsequent agreements hereto. The Improvement shall be constructed and the job administered by **UNIFIED GOVERNMENT** acting by and through the **UNIFIED GOVERNMENT** Director of Public Works (hereinafter the “PW Director”), who shall be the principal public official designated to administer the Improvement; provided, the PW Director
shall, among his several duties and responsibilities, assume and perform the following:

A. Make all contracts for the Improvement, including soliciting bids by publication in the official newspaper of UNIFIED GOVERNMENT. In the solicitation of bids, the most favorable bid shall be determined by UNIFIED GOVERNMENT who is administering the project and who shall approve the lowest responsible bidder for the project.

B. UNIFIED GOVERNMENT shall require any contractor for this Improvement (the “Contractor(s)”) to indemnify, hold harmless, and save OVERLAND PARK from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor’s agent, subcontractors (at any tier) or suppliers (at any tier).

C. UNIFIED GOVERNMENT shall require performance and payment bonds for the Improvement from all Contractors and require that all Contractors discharge and satisfy any mechanics or materialman's liens that may be filed.

D. UNIFIED GOVERNMENT shall require that any Contractor provide a two-year performance and maintenance bond for the Improvement. As Administrator, UNIFIED GOVERNMENT will, upon request of OVERLAND PARK, make any claim upon the maintenance bond or performance bond and require that the Contractor fully perform all obligations under the performance and maintenance bonds, and this obligation shall survive the termination of this Agreement and shall be in force and effect for the full term of the performance and maintenance bond.

E. UNIFIED GOVERNMENT shall include in contracts for construction a requirement that the Contractor defend, indemnify and save OVERLAND PARK and UNIFIED GOVERNMENT harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit or action for injuries or damages sustained to persons or property by reason of the acts or omissions of the Contractor and the performance of his or her contract.

5. DURATION AND TERMINATION OF AGREEMENT. The Parties hereto agree that except for the obligations of UNIFIED GOVERNMENT which may arise after completion of the Improvement as set forth in Section 4, Paragraph D, above, this Agreement shall exist until the completion of the aforesaid Improvement, which shall be deemed completed upon certification to each of the Parties hereto by the PW Director advising that the Improvement has been accepted by him as constructed; provided that upon the occurrence of such certification by the PW Director, this Agreement shall be deemed terminated and of no further force or effect.

6. PLACING AGREEMENT IN FORCE. The administering body described in Section 4 hereof shall cause this Agreement to be executed in triplicate. Each Party hereto shall receive a duly executed copy of this Agreement for their official records.
7. **AMENDMENTS.** This Agreement cannot be modified or changed by any verbal statement, promise or agreement, and no modification, change nor amendment shall be binding on the Parties unless it shall have been agreed to in writing and signed by both Parties.

8. **JURISDICTION.** This Agreement shall be construed according to the laws of the State of Kansas and may be enforced in any court of competent jurisdiction.

*(The remainder of this page has intentionally been left blank.)*
IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in triplicate by each of the Parties hereto on the day and year first above written.

CITY OF OVERLAND PARK, KANSAS

By ____________________________
CARL GERLACH, MAYOR

ATTEST:

____________________________________
MARIAN COOK, CITY CLERK

APPROVED AS TO FORM:

_______________________________________
TAMMY M. OWENS
DEPUTY CITY ATTORNEY

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY AND KANSAS CITY, KANSAS

By ____________________________
MARK HOLLAND, MAYOR

ATTEST:

_____________________________________
BRIDGETTE COBBINS, CITY CLERK

APPROVED AS TO FORM:

______________________________
Misty Brown, Assistant Counsel
The Emerald Ash Borer (EAB) has had a large effect on all ash trees in the metropolitan area, including Wyandotte County. Cities are providing different levels of service for the treatment/removal of ash trees in their communities on public property, private property and right-of-ways. This is an overview of those programs and possible options available for Wyandotte County residents in dealing with this problem.

Action Requested:
For information and direction

Publication Required

Budget Impact: (if applicable)

Amount: $
Source:
- Included In Budget
- Other (explain)
Type: Standard
Committee: Public Works and Safety Committee

Date of Standing Committee Action: 5/18/2015
(If none, please explain):

Proposed for the following Full Commission Meeting Date: 6/4/2015
Confirmed Date: 6/4/2015

Changes Recommended By Standing Committee (New Action Form required with signatures)

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<tr>
<th>Date</th>
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<th>Contact Phone</th>
<th>Contact Email</th>
<th>Ref</th>
<th>Department / Division</th>
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<tr>
<td>5/6/2015</td>
<td>Jenny Myers</td>
<td>5084</td>
<td><a href="mailto:jmyers@wycokck.org">jmyers@wycokck.org</a></td>
<td></td>
<td>Legal</td>
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</tbody>
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Item Description:

Update on the Animal oversight committee

The Animal Control oversight committee would like to update the standing committee on work that has been accomplished by the oversight committee and animal control and also share the goals for the next 12-18 months

Action Requested:
For information only.

Publication Required

Budget Impact: (if applicable)

Amount: $
Source:
- Included In Budget
- Other (explain)