



Agenda

Transportation, Infrastructure and Operations Committee

Quinton Lucas, Chair
Teresa Loar, Vice Chair
Eric Bunch, Vice Chair
Katheryn Shields
Melissa Robinson
Kevin O'Neill

Wednesday, July 20, 2022

9:00 AM

26th Floor, Council Chamber

<https://us02web.zoom.us/j/84530222968>

PUBLIC OBSERVANCE OF MEETINGS

Members of the City Council may attend this meeting via videoconference.

Any closed session may be held via teleconference.

The public can observe this meeting at the links provided below.

Applicants and citizens wishing to participate have the option of attending each meeting or they may do so through the videoconference platform ZOOM, using this link:

<https://us02web.zoom.us/j/84530222968>

Public Works

[220581](#)

Authorizing the Director of Public Works to execute 10 - year a Site License Agreement with Evergy Metro, Inc., to install, operate and maintain Level Two Electric Vehicle Supply Equipment stations (EVSE) attached to City streetlight poles in the public right of way.

Attachments: [Fact Sheet- Evergy Metro EVSE Agreement](#)

[Fiscal Note - 220581](#)

[DMLIB01-#90037-v1-EVE01-01 Site License Agreement \(2022_06_03\)](#)

[EV Charging Proposed Site List revised CD 06 14 22 220581 Presentation 7.20.2022](#)

220584 Authorizing contract Amendment No. 1 with McClure Engineering in the amount of \$379,660.00 for the design of N. Broadway Roadway Improvements for a total contract price of \$470,020.00.

Attachments: [Fact Sheet-89008846](#)
[Fiscal Note-89008846](#)

220585 Authorizing Amendment No. 1 with TREKK Design Group, LLC in the amount of \$346,296.30 for a design services contract for N. Topping Roadway Improvements for a total contract price of \$472,724.71.

Attachments: [Fact Sheet- 89060772](#)
[Fiscal Note-89060772](#)
[Ordinance 220585-Docket Memo CS210093](#)

220610 Authorizing the Director of Public Works to execute a \$3,058,004.00 construction contract with USA Concrete, for Citywide sidewalk repairs; and authorizing contract changes up to and including forty percent (40%) of the original contract price without further council approval.

Attachments: [Fact Sheet 89060891 Sidewalk Repairs](#)
[Fiscal Note 89060891 Sidewalk Repairs](#)
[Ordinance 220610-Docket Memo CS220055](#)

Aviation

220607 Authorizing a Non-Aeronautical Advertising Concession Agreement with Departure Media, Inc., for the construction, leasing, operation, and management of an advertising concession program at the New Terminal at the Kansas City International Airport.

Attachments: [FACT SHEET Departure Media 2022](#)
[Fiscal Note Departure Media](#)

HELD IN COMMITTEE

City Manager

220574 RESOLUTION - Directing the City Manager to negotiate with Jackson County to partner in providing effective rehabilitation and detention services in the Jackson County New Detention Center Campus.

Attachments: [220574 No Fact Sheet](#)
[Fiscal Note - 220574](#)

SEMI-ANNUAL DOCKET

Consideration of Semi-Annual Docket items.

ADDITIONAL BUSINESS

1. There may be a general discussion regarding current Transportation, Infrastructure and Operations Committee issues.

2. Closed Session

- Pursuant to Section 610.021 subsection 1 of the Revised Statutes of Missouri to discuss legal matters, litigation, or privileged communications with attorneys;
- Pursuant to Section 610.021 subsection 2 of the Revised Statutes of Missouri to discuss real estate;
- Pursuant to Section 610.021 subsections 3 and 13 of the Revised Statutes of Missouri to discuss personnel matters;
- Pursuant to Section 610.021 subsection 9 of the Revised Statutes of Missouri to discuss employee labor negotiations;
- Pursuant to Section 610.021 subsection 11 of the Revised Statutes of Missouri to discuss specifications for competitive bidding;
- Pursuant to Section 610.021 subsection 12 of the Revised Statutes of Missouri to discuss sealed bids or proposals; or
- Pursuant to Section 610.021 subsection 17 of the Revised Statutes of Missouri to discuss confidential or privileged communications with auditors.

3. Those who wish to comment on proposed ordinances can email written testimony to public.testimony@kcmo.org. Comments received will be distributed to the committee and added to the public record by the clerk.

The City provides several ways for residents to watch City Council meetings:

- Livestream on the city's website at www.kcmo.gov
- Livestream on the city's YouTube channel at <https://www.youtube.com/watch?v=3hOuBlg4fok>
- Watch Channel 2 on your cable system. The channel is available through Time Warner Cable (channel 2 or 98.2), AT&T U-verse (channel 99 then select Kansas City) and Google Fiber on Channel 142.
- To watch archived meetings, visit the City Clerk's website and look in the Video on Demand section: http://kansascity.granicus.com/ViewPublisher.php?view_id=2

The City Clerk's Office now has equipment for the hearing impaired for use with every meeting. To check out the equipment please see the secretary for each committee. Be prepared to leave your Driver's License or State issued Identification Card with the secretary and she will give you the equipment. Upon returning the equipment your license will be returned.

Adjournment



File #: 220581

ORDINANCE NO. 220581

Authorizing the Director of Public Works to execute 10 – year a Site License Agreement with Evergy Metro, Inc., to install, operate and maintain Level Two Electric Vehicle Supply Equipment stations (EVSE) attached to City streetlight poles in the public right of way.

WHEREAS, Evergy Metro, Inc., a utility power provider company, is making this proposal through cooperation with the City of Kansas City, Missouri, Metropolitan Energy Center (MEC) and a Department Energy (DOE) provided grant; and

WHEREAS, the City is willing to grant Evergy Metro, Inc. license under which the City will issue permits authorizing Evergy Metro, Inc. to enter upon City's right-of-way and install Level Two Electric Vehicle Supply Equipment Stations (EVSE) on forty-six City facilities (streetlights) located through all Council Districts; and

WHEREAS, Evergy Metro, Inc. has agreed to pay for all the required permit fees, and installation costs of all necessary vehicle charging stations and electrical service equipment and connections to serve the EVSE as well as all related signage equipment; and

WHEREAS, the agreement is anticipated to remain in effect through December 31, 2032;
NOW THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. The Director of Public Works is authorized to execute 10 – year a Site License Agreement with Evergy Metro, Inc., to install, operate and maintain Level Two Electric Vehicle Supply Equipment stations (EVSE) attached to streetlight poles in the public right of way. A copy of the Site License Agreement, in substantial form, is on file in the office of Director of Public Works.

..end

Approved as to form and legality:

Dustin E. Johnson
Assistant City Attorney

CONTRACT



Ordinance Fact Sheet

Brief Title	Approval Deadline	Reason
Site License Agreement with Evergy Metro, Inc a Missouri Corporation		To authorize execution of a Site License Agreement with Evergy Metro, Inc. to install, own, operate and maintain Level 2 Electric Vehicle Supply Equipment (EVSE) attached to specific streetlight poles.

Details

Reason for Contract

The Director of Public Works is authorized to execute a Site License Agreement with Evergy Metro, Inc., a Missouri Corporation, to install, operate and maintain Level Two Electric Vehicle Supply Equipment stations (EVSE) attached to streetlight poles in the public right of way in the sites as shown on Exhibit B of this agreement. The term of the agreement shall commence on the effective day of this agreement and continue in effect through December 31, 2032. A copy of the Site License Agreement, in substantial form, is on file in the office of Director of Public Works.

Evergy Metro, Inc., a Missouri Corporation, is a utility power provider company through cooperation with the City of Kansas City, Missouri, Metropolitan Energy Center (MEC) and a Department Energy (DOE) provided grant has proposed to install, own, operate and maintain Level Two Electric Vehicle Supply Equipment stations (EVSE) with all related utilities and accessories on streetlight poles in the street right of way on the sites as shown on Exhibit B of this agreement. The City endeavors to develop a feasibility analysis for pairing Electric Vehicle Support Equipment (EVSE) charging infrastructure with street lighting to detail costs and other challenges.

The City is willing to grant Evergy Metro, Inc. license under which the City will issue permits authorizing Evergy Metro, Inc. to enter upon City's right-of-way and install Level Two Electric Vehicle Supply Equipment Stations (EVSE) on specified City facilities (streetlights). Furthermore, the City may in its sole discretion, for reasons relating to insufficient capacity, safety, reliability, generally applicable engineering purposes or other governmental needs, uses, obligations and reasons, refuse to issue permits for any particular City facility (streetlights) so long as Evergy Metro, Inc. is treated in a competitively neutral and non-discriminatory manner as compared with other similarly situated third parties.

In consideration of the City granting Evergy Metro, Inc. to utilize the City's right-of-way and install its Electric vehicle charging stations equipment on City facilities (streetlights), Evergy Metro, Inc. has agreed to pay for all the required permit fees, and installation costs of all necessary vehicle charging stations and electrical service equipment and connections to serve the EVSE as well as all related signage equipment. The City of Kansas City has provided expert and engineering staff time for this

Roles and Responsibilities

Sponsor	Public Works Department
Department or Programs Affected	Street Lighting program
Recommended Awardee	Evergy Metro, Inc. a Missouri Corporation
Contract Compliance Certification Obtained?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Opponents	Groups or Individuals None Reason for Opposition
Responsibilities	Design Engineering: Not Applicable Inspections: City Capital projects Division Staff Construction or Project Management: City Capital Projects Division Staff Service Monitoring: City Capital projects Division Staff

Policy/Program Impact

Policy or Program Emphasis Change	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Operational Impact assessment	

Details

Human Relations Approval

Not Applicable

Grant Funding

Not Applicable

Is it good for the children?

Yes. Climate change is widely recognized by government, business, and academic leaders as a worldwide threat with the potential to harm our economy, safety, and quality of life. EV use will ultimately reduce greenhouse gas (GHG) emissions and will benefit those vulnerable to the impacts of climate change, especially children, seniors, and those who experience respiratory problems, including asthma.

How will this contribute to a sustainable Kansas City?

EVs can help reduce the emissions that contribute to climate change and smog, thereby improving public health and reducing ecological damage. The availability of Electric Vehicle Supply Equipment stations promotes efficient and better access to the use of Electric vehicles which contributes to a sustainable Kansas City and meeting City's sustainability goals.

Estimated Duration of Contract:

Fact Sheet Prepared by:

Date:

Name Mahmoud Hadjian 6/23/2022
 Title Division Manager of Street Lighting Services

Reviewed by:

Date:

Name
 Title

Reference Numbers:

Finances

City's Estimate of Cost	\$ Not Applicable
Bid or Proposal Data	<i>Lowest Contract Cost Submitted</i> \$ Not applicable <i>No .of Proposals Considered</i> <i>Reason for rejecting lowest contract cost submitted</i>
Other Bidders or Contractors Considered	Contract Costs Submitted
	\$ Not Applicable
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Fund Sources and Appropriation Account Codes For This Contract	
Source of Future Operating Funds	N/A
Maximum Amount of Proposed Contract	\$
Amount of Contingency	\$
Engineering & Administration	\$
TOTAL	\$

Council Committee Actions

Do Pass	<input type="checkbox"/>	<input type="checkbox"/> Hold
Do Pass (as amended)	<input type="checkbox"/>	<input type="checkbox"/> W/o Recommendation
Committee Sub.	<input type="checkbox"/>	<input type="checkbox"/> Do Not Pass

LEGISLATIVE FISCAL NOTE	LEGISLATION NUMBER:	
--------------------------------	------------------------	--

LEGISLATION IN BRIEF:

Authorizing the Director of Public Works to execute 10 - year a Site License Agreement with Evergy Metro, Inc., to install, operate and maintain Level Two Electric Vehicle Supply Equipment stations (EVSE) attached to City streetlight poles in the public right of way.

What is the purpose of this legislation? LEGISLATIVE

for the purpose of editing, repealing, or creating a provision in the city's code of ordinances; or for stating non-monetary support. This Fiscal note should be blank

Sections 01-04 should be blank. See section 00 for more information

	YES	Yes/No
	NO	Yes/No
	NO	Yes/No
	NO	Yes/No

Section 00: Notes:

There is no Fiscal Impact

FINANCIAL IMPACT OF LEGISLATION

Section 01: If applicable, where are funds appropriated in the current budget?

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST

Section 02: If applicable, where will new revenues be estimated?

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST

Section 03: If applicable, where will appropriations be increased?

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST

NET IMPACT ON OPERATIONAL BUDGET

	-	-
	-	-

RESERVE STATUS:

SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)

FUND	FUND NAME	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	All Outyears
	TOTAL REV	-	-	-	-	-	-	-

FUND	FUND NAME	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	All Outyears
	TOTAL EXP	-	-	-	-	-	-	-

NET Per-YEAR IMPACT	-	-	-	-	-	-	-
NET IMPACT (SIX YEARS)	-	-	-	-	-	-	-

REVIEWED BY James Sturdevant DATE 7/19/2022

**SITE LICENSE AND STREETLIGHT INFRASTRUCTURE ATTACHMENT
AGREEMENT**

THIS SITE LICENSE AGREEMENT (“*Agreement*”) is entered into effective as of the _____ day of _____, 2022 (“*Effective Date*”) between Evergy Metro, Inc. (“*EVERGY*”), a Missouri Corporation, with a mailing address at 1200 Main Street, Kansas City, Missouri 64105 and the City of Kansas City, Missouri, a Missouri municipal government, with a mailing address at 414 E. 12th Street, Kansas City, Missouri 64106 (“*Host*”).

WHEREAS, Host is the holder of certain right-of-way interests and owner of streetlight infrastructure legally described and depicted on Exhibit A (the “*Site*”); and

WHEREAS, EVERGY desires to install and operate ___ Level Two Electric Vehicle Supply Equipment station(s) (together with all related utilities and accessories, the “*EVSE*”) in the location(s) shown on the Site Plan on Exhibit B pursuant to the terms and conditions set forth herein. Point of Ownership responsibilities (current/proposed) for each site shall clearly be defined in Exhibit B.

NOW, THEREFORE, in consideration of the mutual promises, conditions and agreements set forth herein, EVERGY and Host agree as follows:

1. License. Host hereby grants to EVERGY a license to install and operate the EVSE station in the location(s) within the Site shown on Exhibit B in accordance with and subject to the terms and conditions of this Agreement. The EVSE shall include a vehicle charging station and related signage. EVERGY (or its affiliates) shall (a) at no cost to Host, install all necessary electrical service, connections, and equipment to serve the EVSE, and (b) provide all necessary electric utility services to Host at the EVSE. Host agrees to take reasonable actions to assist EVERGY with the installation of the EVSE. Upon completion of installation of the EVSE, Host understands and acknowledges that ownership of the EVSE shall remain with EVERGY.

2. Consumption Costs. The responsibility for the payment of kilowatt-hour (kWh) energy charge shall be as follows (check the box that applies; if no box is checked, it is Host Responsibility):

A. Host Responsibility (check here): _____ The Host pays the kilowatt-hour (kWh) Energy Charge plus applicable taxes and fees, and, if applicable, the charging station user pays the Session Overstay Charge as described in the Schedule CCN tariff that can be accessed at www.evergy.com/rates.

B. User Responsibility (check here): X The EVSE charging station user pays the kilowatt-hour (kWh) Energy Charge plus taxes and fees, and, if applicable, the Session Overstay Charge as described in the Schedule CCN tariff that can be accessed at www.evergy.com/rates.

During the Term, the Host shall have the right to change the above election (to the alternative option) upon 30 days’ prior written notice to EVERGY. Host represents and warrants that it will not charge any third party for the consumption or usage of said power, electrical and/or usage costs at any time during the Term of this Agreement.

3. Access. Host shall provide EVERGY access to and sufficient space for locating the EVSE at the locations shown on the Site Plan, and also agrees to provide governmental authorities access to the EVSE for any inspections and installation of monitoring hardware and/or software on the EVSE as necessary for EVERGY to fulfill its reporting requirements to regulatory entities. Host will allow potential end users

[SITE LICENSE AND STREETLIGHT INFRASTRUCTURE ATTACHMENT AGREEMENT –
SIGNATURE PAGE]

access to the area where the EVSE is located in the same manner that it grants non-end users access to the area.

4. Operation. EVERGY shall operate the EVSE in accordance with commercially reasonable practices. However, uninterrupted service is not guaranteed, and EVERGY may interrupt service when necessary to ensure safety or to perform maintenance. If any governmental license or permit shall be required for the proper and lawful use of the EVSE, EVERGY, at its sole cost and expense, shall obtain and thereafter maintain the same and shall comply with all of the terms and conditions thereof. EVERGY shall promptly deliver copies of all such licenses and permits to Host.

5. Hours of Operation; Demand Response Procedures. Except as otherwise provided herein, the EVSE shall be operated by EVERGY for up to 24 hours each day and made available to the general public. Further, Host acknowledges and agrees that EVERGY will be utilizing “Demand Response” (“**DR**”) procedures. The EVSE will display a message notifying the consumer of the various DR application scenarios. Host acknowledges and understands that EVERGY utilizes such Demand Response options to optimize usage at peak times, which could result in temporarily disabling the EVSE from electrical output or consumption during the Term of this Agreement. Host shall not charge EVERGY or any other party rent or any other fees to use the Site during the Term of this Agreement.

6. Consent; Permits. EVERGY shall not install the EVSE, including any utility service, equipment or accessories or, after the installation thereof, alter the EVSE or any of its components in any manner that requires architectural or engineering plans without first obtaining Host’s prior written approval (which shall not be unreasonably withheld, conditioned or delayed) of the architectural and engineering plans and specifications therefore. EVERGY shall not install the EVSE or any utility service, equipment or accessories until all required municipal and other governmental permits and authorizations have been obtained by EVERGY.

7. Marketing. The parties understand and agree that the EVSE will be EVERGY-branded. Certain locations may need approval from Municipal Arts Commission or the Parks and Recreation Board of Commissioners. EVERGY may publish and promote the locations of the Sites throughout the Term of the Agreement. Host’s name may also be used in the initial launch of the program. Thereafter, neither party will make any press release or otherwise formally publicize the EVSE on the Site without first obtaining formal written approval from the other party. EVERGY has created marketing material which includes but is not limited to logos, stickers, decals and signage made a part of equipment purchased or infrastructure established; printed materials and other marketing and/or outreach materials, activities, and websites. EVERGY has logo usage and publicity standards that can be shared with host for their review. With respect to any marketing efforts including but not limited to logos, stickers, decals or signage made a part of equipment purchased or infrastructure established; or any printed materials or other marketing and/or outreach materials, activities, or websites created by Host under this Agreement, Host agrees to submit in advance any such marketing effort to review and approval by EVERGY, which approval shall not be unreasonably withheld, conditioned or delayed as outlined by the logo usage and publicity standards provided by EVERGY.

8. Installation Requirements.

- NEC: All electric vehicle (“EV”) chargers equipment attached to streetlights shall meet the latest version of National Electric Code requirements.
- NESC: All EV chargers equipment attached to streetlights shall meet the latest version of the NESC where applicable.
- ADA: All EV charger installation shall be installed in accordance to ADA requirements.

- APWA: EV charger installations on streetlights shall meet all the latest APWA requirements.
- Parking: Any parking restrictions will be mutually agreed upon on a site by site basis by the Host and EVERGY as long as it meets all legal requirements and restrictions. Any future parking restrictions will need to comply with the Manual on Uniform Traffic Control Devices (MUTCD).
- Signage: Host and EVERGY have agreed upon signage to be deployed at the time of installation, which is attached and incorporated as Exhibit C.
- Structural (Loading Analysis, Existing Condition): All streetlight poles shall be evaluated by EVERGY during its internal design and review process. Only those streetlight poles which, pursuant to agreement by both Parties, satisfy such process will be eligible for an EV charger attachment.
- Point of Ownership Modification (Overhead and Underground Feed Clearance/Capacity): New point of ownership for overhead and underground streetlight circuits shall be clearly established and defined to mark the ownership and maintenance responsibilities to and including any underground locating responsibilities of the Host and Evergy.
- Installation/Maintenance of Attachment: For the purposes of this Section, an “Attachment” is an EV charger and all accessories installed by Evergy under this Agreement. When a permit is issued pursuant to this Agreement, EVERGY’s Attachment(s) shall be installed and maintained in accordance with the Host’s applicable requirements and specifications. EVERGY shall be responsible for the installation and maintenance of its Attachments. EVERGY shall, at its own expense, make and maintain its Attachments in safe condition and good repair, in accordance with all Applicable Standards; and EVERGY shall replace, remove, reinforce or repair any defective Attachments (unless otherwise agreed to by the Host in writing). EVERGY shall repair or replace any damage caused by EV charging equipment including vandalism. Installation of EV charging equipment shall not block access to Host equipment.
- The Host grants EVERGY the right to attach EV chargers only to the Host’s poles at no cost for the period of this Agreement. Upon termination of this Agreement, EVERGY will make every reasonable attempt to remove the attached EV chargers within 60 days of such termination.
- This agreement shall in no way impair the Host’s ability to install or approve the installation of additional EV charging stations at its sole discretion; provided, however, that Host shall not, and may not, install or approve the installation of additional EV charging stations on a pole (1) which already has attached an EV charger or (2) that will have an EV charger attached to it pursuant to this Agreement.

9. Maintenance and Repair. EVERGY shall maintain the EVSE in good working condition ordinary wear and tear excepted during the Term of this Agreement. Host shall maintain the common area improvements immediately surrounding the EVSE in good condition ordinary wear and tear excepted and will promptly notify EVERGY of any problems it is aware of related to the EVSE. Such maintenance by Host of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services. Evergy and Host shall, separately and jointly, coordinate with Host’s maintenance contractor, as identified by Host in writing as of the Effective Date. Evergy and Host each agree to provide maintenance and repair services 365 days a year, 24 hours per day as necessary to respond to any EVSE-related emergency. Evergy and Host each agree to provide one (1) primary contact and two (2) alternative contacts for after-hours emergencies. “After-hours” as used in this Section is defined

as before 8:00am central standard time, after 5:00pm central standard time, and any holidays recognized by Host. Evergy and Host shall each provide the necessary contact information on the Effective Date and provide any updates to that contact information when applicable. In the event of an EVSE emergency, the first of Evergy and Host to become aware of the emergency shall contact the other party as well as appropriate police, fire, and other necessary municipal departments to make the site safe from the emergency at issue. Evergy shall have an EVSE electrician and/or technician respond within eight (8) workday hours of the time any emergency make safe work is reported to assess and troubleshoot the EVSE condition

10. Host's Rights over Facilities: The parties agree that this Agreement does not in any way limit the Host's right to locate, relocate, operate, maintain or remove its Facilities in the manner that will best enable it to fulfill any governmental functions. The Host shall provide EVERGY with written notice of any relocation, maintenance, to the extent such maintenance affects the EVSE attached to the Facilities being maintained, removal, or similar action made in relation to the Facilities thirty (30) days prior to the Host taking such action.

The Host may require at any time as deemed necessary for public purposes that the EV stations and all appurtenances installed in Host jurisdictional Right of Way be relocated or removed. Such relocations or removals shall be completed at no cost to the Host within the timetable agreed upon by both parties.

11. Term and Termination. This Agreement shall commence on the Effective Date and continue in effect through December 31, 2032 ("**Term**"); provided, however, EVERGY has the right to terminate this Agreement at any time by delivering written notice of such election to Host, in which case the Agreement shall terminate on the date that is 10 days after the Host's receipt of the termination notice. Upon the expiration or termination of this Agreement, EVERGY will remove the EVSE at EVERGY's cost and expense and restore the portions of the Site on which the EVSE was installed to a condition similar to the Site on which the same was installed prior to installation of the EVSE ordinary wear and tear excepted.

12. Liens. Host represents and warrants that (a) Host is the holder of right-of-way interests encompassing the Site and (b) the contents and terms of this Agreement are not in violation of any other agreement entered into by Host with any other party. Neither party will allow any liens or encumbrances to be placed on the EVSE or the Site. If any liens are placed on or filed against the EVSE, or the Site as a result of any work or materials contracted by or on behalf of either party hereto, said party shall cause the lien to be released of record within 15 days after the filing thereof. Nothing in this Agreement shall be construed as empowering either party to encumber or cause to be encumbered the title or interest of Host to the Site nor EVERGY to the EVSE in any manner. Subject to the appropriation of funds, each party shall indemnify the other party against, and hold the other party harmless from, any and all loss, damage, claims, liabilities, judgments, interest, costs, expenses, and attorney fees arising out of the filing of any such lien that is in violation of this section.

13. Insurance Unless self-insured as authorized below, each party agrees that it will at all times during the term hereof, at its own expense, procure, maintain and keep in force insurance with an insurance company authorized to transact business in the State of Missouri, a commercial general liability insurance policy covering: (a) the operation and use of the EVSE (in the case of EVERGY) and (b) the operation and use of the Site (in the case of Host), in each case affording protection in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for injury to or death of one or more persons. The policy must include customary coverages for liability arising from premises, operations, independent contractors and liability assumed under an insured contract. The policy shall name the other party hereto (including said party's parent, affiliates, subsidiaries, officers, directors, employees, agents and assigns) as additional insureds whereby neither party may cancel or reduce the insurance without first giving the other party hereto at least 30 days prior written notice. Each party

further covenants to deposit with the other party a certificate of such insurance and the certificate of each such renewal policy complying with the terms of this Agreement.

Unless self-insured as authorized below, each party shall maintain statutory workers compensation, as required under any workers compensation or similar law in the jurisdiction where the Services are performed, and employers' liability insurance. Employers' liability limits shall not be less than \$1,000,000 USD each accident for bodily injury by accident or \$1,000,000 USD each employee for bodily injury by disease. If Supplier has USL&H (on or above the water), Jones Act (seaman) or FELA (railroad) exposure, then policies addressing these exposures must be purchased. If the exposure is incidental, the Workers Compensation policy should be endorsed to include these coverages.

Notwithstanding the foregoing, Host shall have the right to self-insure against perils and liabilities for which it would otherwise be required to obtain insurance under the terms of this Agreement. If Host elects to self-insure against certain perils and/or liabilities against which it would otherwise be required to obtain a policy of insurance under this Agreement, then for purposes of this Agreement, Host shall be deemed to hold insurance against such perils and/or liabilities in the minimum amounts of insurance which Host is otherwise required to maintain under the terms of this Agreement. By so electing, Host shall be deemed to be self-insuring against the perils and/or liabilities that are the subject of such claims.

14. Waiver. Host and EVERGY each hereby waive (to the extent of insurance proceeds collected) any and all rights of recovery, claim, action or cause of action against the other, its agents, officers, or employees for any damage that may occur to the Site, including but not limited to the EVSE, and/or any personal property of such party therein by reason of any cause which is insured against under the terms of any insurance policies referred to herein or self-insured, regardless of cause or origin, including negligence.

15. Indemnification. EVERGY shall be liable for, and shall indemnify, defend and hold Host harmless from, any and all liabilities, claims, demands, administrative proceedings, orders, judgments, assessments, fines, penalties, costs and lawsuits, of whatever nature (collectively, "**Liabilities**"), arising out of the negligent, willful or intentional acts or omissions of EVERGY, its express agents, contractors or employees at the Site during the Term of this Agreement and/or a breach of any of the representations, warranties, covenants or the terms of this Agreement. Subject to the appropriation of funds, Host shall be liable for, and shall indemnify, defend and hold EVERGY harmless from any and all Liabilities arising out of the negligent, willful or intentional acts or omissions of Host, its agents, contractors, subcontractors or employees at the Site during the Term of this Agreement and/or a breach of any of the representations, warranties, covenants or the terms of this Agreement. Notwithstanding the foregoing, neither party shall be liable for or be required to indemnify, defend or hold the other party harmless to the extent of any Liabilities that are caused by the negligent, willful or intentional acts or omissions of the other party hereto.

16. No Consequential Damages. Except for indemnification obligations to third parties as set forth in Section 15 of this Agreement, neither party shall be liable to the other party for any special, incidental, consequential, punitive or indirect damages or loss of profit or business interruption damages whatsoever.

17. Performance. Performance under this Agreement is subject to all valid laws, rules and regulations of courts or regulatory bodies having jurisdiction.

18. Casualty. If all or any portion of the EVSE on the Site are damaged or destroyed by fire or other casualty which materially and adversely affects the operation of the EVSE (any, a "**Casualty**"), Host shall have the right to terminate the Agreement by written notice to EVERGY in which event the Agreement shall terminate on the date that is 10 days after the date of Host's termination notice and EVERGY may elect to remove the EVSE from the Site. In the event of any Casualty which materially and adversely affects the operation of the EVSE, EVERGY shall have the right to terminate the Agreement by written notice to Host

within 14 days after the Casualty, in which event the Agreement shall terminate on the date that is 10 days after the date of EVERGY's termination notice and EVERGY may elect to remove the EVSE from the Site.

19. Assignment. This Agreement and the rights conferred hereunder shall not be assigned by either party except with the prior written consent of the other party in each instance, and such consent shall not be unreasonably withheld, conditioned or delayed.

20. Entire Agreement. This Agreement and the exhibits attached hereto contains the entire agreement of the parties. No term or provision of this Agreement may be modified, amended, changed, or waived, temporarily or permanently, except, in the case of modifications, changes and amendments, pursuant to the written consent of both parties to this Agreement, and in the case of waivers, pursuant to the written consent of the waiving party.

21. No Partnership. This Agreement shall not be construed as creating a partnership, joint venture, agency relationship, franchise or association, nor shall this Agreement render EVERGY and Host liable as partners, co-venturers or principals.

22. Governing Law. This Agreement shall be governed by the laws of the State of Missouri

23. Counterparts. This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument. Facsimile and digital electronic signatures shall constitute original signatures for purposes of this Agreement.

24. Notice. Any and all notices shall be in writing and addressed to the parties at the addresses specified below or such other addresses as either party may direct by notice given in accordance with this section, and shall be delivered in one of the following manners: (i) by personal delivery, in which case notice shall be deemed to have been duly given when delivered; (ii) by certified mail, return receipt requested, with postage prepaid, in which case notice shall be deemed to have been duly given on the date indicated on the return receipt; or (iii) by reputable delivery service (including by way of example and not limitation Federal Express, UPS and DHL) which makes a record of the date and time of delivery, in which case notice shall be deemed to have been duly given on the date indicated on the delivery service's record of delivery.

If to EVERGY:

Evergy Metro, Inc.
Attn: Wendy Marine
One Kansas City Place
1200 Main Street
Kansas City, Missouri 64105
Email Address: wendy.marine@evergy.com

If to Host:

Director of Public Works
20th Floor, City Hall
414 E 12th Street
Kansas City, Missouri 64106

With a copy to:

City Attorney
28th Floor, City Hall
414 E. 12th Street
Kansas City, Missouri 64106

25. Headings. Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any manner, or be deemed to interpret in whole or in part any of the terms or provisions of this Agreement.

[END OF PAGE – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto execute this Agreement agreeing to be bound by the terms herein as of the date first above written.

EVERGY
Eversource Energy, Inc.

By: _____
Print Name: _____
Title: _____

Approved as to Legal Form	
CEH/PJV	6/6/22
Eversource Law Dept.o	

HOST:

CITY OF KANSAS CITY, MISSOURI

By: _____
Print Name: _____
Title: Director of Public Works

By: _____
Print Name: _____
Title: Director of Parks

Approved as to form:

Assistant City Attorney

ACCOUNT HOLDER (both Host and Account Holder Must Sign if the box in Section 2.B is checked):

By: _____
Print Name: _____
Title: _____

EXHIBIT A

Legal Description of Site

[Insert here]

EXHIBIT B

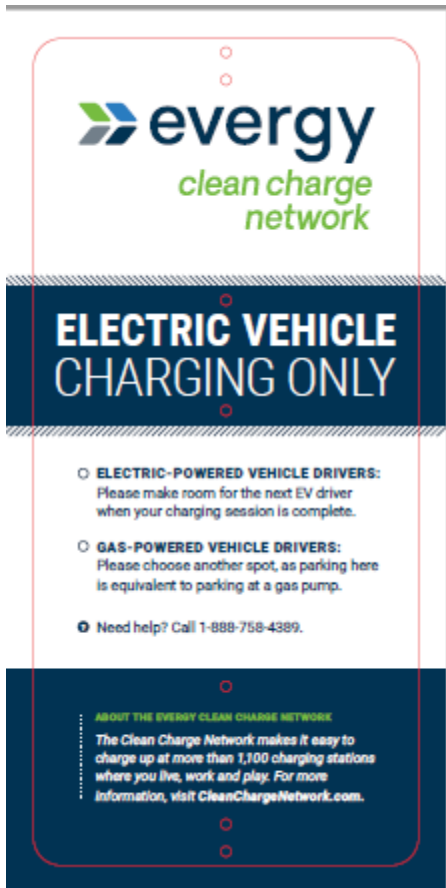
Site Plan where EVSE(s) will be located within the Site

EXHIBIT C
Approved Signage to be deployed at the time of installation

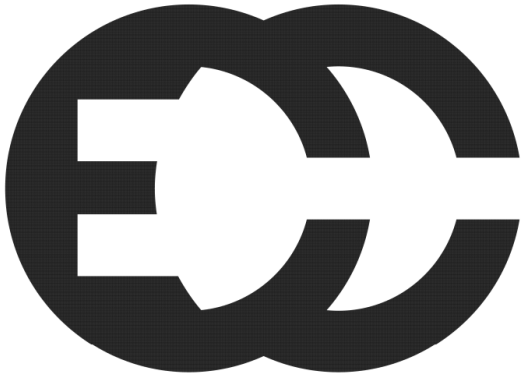


Station Signage

[SITE LICENSE AND STREETLIGHT INFRASTRUCTURE ATTACHMENT AGREEMENT –
EXHIBIT C]



Monument Sign (14'' x 30'')



EV PARKING ONLY

Parking Space Stencil

220581

Pole ID Number	Pole address	2023 Council District
NII1666	7301 NW 75th St.	2nd
NIL5511	9703 N Shannon	1st
NIL5512	9701 N Shannon	1st
NKI0030	7979 N. Grannby Ave.	2nd
NNL4007	1201 NE Chowning Dr.	1st
NNL4009	1200 NE Chowning Dr.	1st
NOF0605	5414 N Highland Ave.	4th
NPJ5018	NE 87th St.	1st
NPJ5036	8721 N. Mershington Ave.	1st
NQE0612	4510 NE 44th St.	2nd
NQF163	4200 NE 50th St	2nd
NTN6513	NE114 Ter.	1st
SAD1573	701 W 17th St	4th
SAE1038	2304 Holly St	4th
SAE1507	2613 Jarboe St	4th
SAF0570	2727 Southwest Blvd	4th
SAF0572	2739 Southwest Blvd	4th
SAF0576	2811 Southwest Blvd	4th
SAG1011	1413 W. 39th St	4th
SAH1669	444 Nichols Rd.	6th
SAH5757	4809 Roanoke Pkwy.	6th
SAK0543	1211 Arno Rd.	6th
SAM0049	8234 Summit St.	6th
SBC1015	110 W. 3rd st.	4th
SBC2756	922 E. 5th St.	4th
SBE0021	1829 Oak St.	4th
SBE0086	346 E. 18th St.	4th
SBE0590	1799 Grand Blvd.	4th

SBE1502	2514 Holmes St.	4th
SBG0089	3636 Troost Ave	3rd
SBG1252	4053 Broadway	4th
SBH1175	4725 Wyandotte St.	6th
SBS5517	300 E. 135th St.	6th
SBS5519	330 E. 135th St.	6th
SCF1113	1205 Linwood Blvd	3rd
SCG0171	3832 Wabash Ave.	3rd
SCI1092	5536 Troost Ave.	5th
SDC1559	113 Monroe Ave.	3rd
SDK1580	7202 E Indiana Ave	5th
SED1746	5198 Van Brunt Dr	3rd
SEF1011	4500 E. 31st St	3rd
SEF1156	3107 Elmwood Ave	3rd
SEJ1015	4299 Starlight Rd.	5th
SGN1069	Sycamore Ave	5th
SGP0626	10805 Sycamore Ter.	5th
SGP1164	7750 E. 114th St.	5th

Ordinance # 220581



Authorizing the Director of Public Works to execute a Site License Agreement with Eversgy to install, own, operate, and maintain Level Two Electric Vehicle Supply Equipment (EVSE) stations attached to City streetlight poles.

Ordinance # 220581

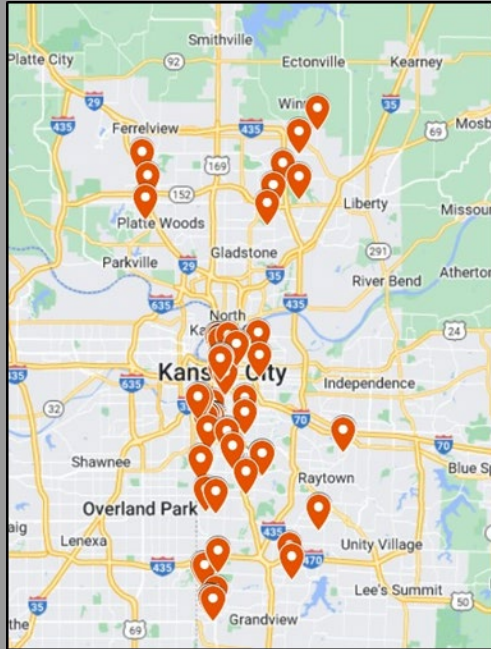


Streetlight/Curbside Electric Vehicle (EV) Charging Project

- Funded by an U.S. Department of Energy (DOE) grant in 2018
- Metropolitan Energy Center (MEC), the City of Kansas City Missouri, Evergy, and partners collectively identified and evaluated over 300 preliminary locations
- 46 sites were selected for project implementation
- Minimum of 30 locations will be constructed to meet the DOE grant requirements
- Will provide access to EV chargers for renters, multi-family residents, and diverse neighborhoods
- Curbside locations reduce equipment footprint, construction activities, and visual clutter

Ordinance # 220581

Proposed Locations



CD1	CD2	CD3	CD4	CD5	CD6
9601 N Shannon Ave	7303 NW 75th St	3636 Troost Ave	5417 N Highland Ave	5536 Troost Ave	430 Nichols Rd
9701 N Shannon Ave	7904 N. Granby Ave	1205 Linwood Blvd	700 W 17th St	7203 E Indiana Ave	4811 Roanoke Pkwy
1015 NE Chowning Dr	4507 NE 44th St	3825 Wabash Ave	2304 Holly St	4220 Starlight Rd	1204 Arno Rd
1101 NE Chowning Dr	4204 NE 50th St	100 Monroe Ave	2613 Jarboe St	9812 Sycamore Ave	8235 Summit St
3820 NE 87th St.		5121 Van Brunt Dr	2729 Southwest Blvd	10802 Sycamore Terr	4728 Wyandotte St
8812 N. Mersington Ave		4511 E. 31st St	2735 Southwest Blvd	7709 E. 114th St	300 E. 135th St
8812 NE 114 Terr		3107 Elmwood Ave	2807 Southwest Blvd		320 E. 135th St
			1413 W. 39th St		
			110 W. 3rd St		
			918 E. 5th St		
			1827 Oak St		
			303 E. 18th St		
			1721 Grand Blvd		
			2514 Holmes St		
			4047 Broadway		

Ordinance # 220581

City Contributions and Responsibilities

- Public Works Streetlight Group - technical review/evaluation of project sites. Provided streetlight asset inventory and attribute information
- Public Works Transportation Group - parking site reviews
- Office of Environmental Quality - review
- Parks and Recreation Department – right of way review
- Board of Parks and Recreation Commissioners - review and approval
- Allow Evergy to access and attach to streetlight infrastructure
- Enforce all City standards related to right of way and attachment to City assets
- Term of agreement with Evergy through December 31, 2032



Ordinance # 220581

Lessons to be learned

- Evaluate installation, operation, and maintenance costs of the EV chargers
- Evaluate challenges and solutions
- Evaluate potential expansion of curbside chargers
- Evaluate the contribution to City's on-going sustainability goals



File #: 220584

ORDINANCE NO. 220584

Authorizing contract Amendment No. 1 with McClure Engineering in the amount of \$379,660.00 for the design of N. Broadway Roadway Improvements for a total contract price of \$470,020.00.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Public Works is hereby authorized to execute Amendment No. 1 in the amount of \$379,660.00 for additional design services with McClure Engineering for Project No. 89008846 - N. Broadway Roadway Improvements; for a total contract amount of \$470,020.00. A copy of the amendment is on file in the Director's office of the Public Works Department.

Section 2. That the Director of Public Works is hereby authorized to expend \$379,660.00 from previously appropriated funds in Account No. 23-3090-898201-B-89008846, N. Broadway Roadway Improvements, to satisfy the cost of this contract amendment.

..end

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Tammy L. Queen
Director of Finance

Approved as to form and legality:

Dustin E. Johnson
Assistant City Attorney

CONTRACT



Ordinance Fact Sheet

Amendment Form

Brief Title	Approval Deadline	Reason
Authorizing N Broadway design contract amendment		To authorize execution of a contract amendment for design of N Broadway

Details

Reason for Contract

Authorizing contract Amendment No. 1 with McClure Engineering in the amount of \$379,660.00 for the design of N. Broadway Roadway Improvements for a total contract price of \$470,020.00.

Discussion

This ordinance authorizes an amendment to an existing design contract with McClure Engineering in the amount of \$379,660 for design services.

Project Description

Project No. 89008846 - N Broadway Improvements from the Gladstone City Limits north to Barry Road. N Broadway is an unimproved two-lane narrow roadway with ditches and few sidewalks that includes both residential and commercial properties. This project will upgrade the roadway to a complete street including reconstructed pavement, curbs, enclosed storm sewer, streetlights, on-street bike lanes and a sidewalk on one side. This will provide multi-modal connectivity to Hobby Hill Park in Gladstone and safer transportation for the many school buses that drop off students on this road.

Design Contract Summary

Authorizing Amendment #1 with McClure Engineering in the amount of \$379,660 for design services for a total contract amount of \$470,020.

Original Contract	\$90,360
<u>Amendment 1</u>	<u>\$379,660</u>
Contract Total	\$470,020

Solicitation

This Project was advertised in accordance with the City's requirements

Roles and Responsibilities

Sponsor	Public Works Department
Department or Programs Affected	Public Works Department
Recommended Awardee	McClure Engineering
Contract Compliance Certification Obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Opponents	Groups or Individuals N/A Reason for Opposition N/A
Responsibilities	Design Engineering: McClure Engineering Inspections: Construction or Project Management: City Forces Service Monitoring:

Policy/Program Impact

Policy or Program Emphasis Change	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Operational Impact Assessment	

(Continued on reverse side)

Details

Finances

Civil Rights & Equal Opportunity Department Approval
 Contract information was submitted to the CREO Department for review and determination.

MBE Goal	15%	WBE Goal	15%
----------	-----	----------	-----

MBE Vendors
 Taliafero & Brown
 Custom Engineering

WBE Vendors
 TSI
 VSM Engineering

Grant Funding
 None

Is it good for the children?
 Yes, this will improve the transportation options available for families including sidewalks on both sides of the road, and safer roadway alignment and profile.

How will this contribute to a sustainable Kansas City?
 The Project includes more energy efficient LED Streetlighting, add trees for air quality, and provide sidewalks connecting Barry Road to Happy Rock Park in Gladstone to offer alternative modes of transportation.

Estimated Duration of Contract: 360 days

City's Estimate of Cost	\$ 379,660.00
Bid or Proposal Data	<i>Lowest Contract Cost Submitted</i> \$ <i>No .of Proposals Considered</i> AMENDMENT <i>Reason for rejecting lowest contract cost submitted</i> VFA Builder's 48 Hr. was incomplete and is not a correctable.
Other Bidders or Contractors Considered	Contract Costs Submitted
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Fund Sources	23-3090-898201-B-89008846
Account Codes For This Contract	
Source of Future Operating Funds	
Maximum Amount of Proposed AMENDMENT	\$ 379,660.00
Amount of Contingency	\$
Engineering & Administration	\$
TOTAL	\$ 379,660.00

Fact Sheet Prepared by:
 Name Patty Hilderbrand
 Title Project Manager

Date:
 6/23/2022

Reviewed by:
 Name Nicolas Bosonetto
 Title City Engineer

Date:
 6/23/2022

Reference Numbers:
 None

Council Committee Actions

Do Pass	<input type="checkbox"/>	<input type="checkbox"/>	Hold
Do Pass (as amended)	<input type="checkbox"/>	<input type="checkbox"/>	W/o Recommendation
Committee Sub.	<input type="checkbox"/>	<input type="checkbox"/>	Do Not Pass

LEGISLATIVE FISCAL NOTE	LEGISLATION NUMBER:	TMP-2001
--------------------------------	------------------------	----------

LEGISLATION IN BRIEF:
 Authorizing contract Amendment No. 1 with McClure Engineering in the amount of \$379,660.00 for the design of N. Broadway Roadway Improvements for a total contract price of \$470,020.00.

What is the purpose of this legislation? OPERATIONAL

For the purpose of authorizing expenditures new or planned to conduct municipal services

Does this legislation spend money? YES Yes/No
See Sections 01, 02 and 03 for sources of funding

Does this legislation estimate new Revenues? NO Yes/No
See Section 00: "Notes" Below

Does this Legislation Increase Appropriations? NO Yes/No
See Section 00: "Notes" Below

Are costs associated with this legislation ongoing (Yes)? Or one-time (No) YES Yes/No
See Section 04 for five years of ongoing costs (Operational and Maintenance)

Section 00: Notes:
 There is no predictable fiscal impact related to this ordinance.
 Five years of operational costs for ongoing programs should be included in Section 04 below.

FINANCIAL IMPACT OF LEGISLATION

Section 01: If applicable, where are funds appropriated in the current budget?

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST
3090	898201	B	89008846	379,660.00	15,000.00

Section 02: If applicable, where will new revenues be estimated?

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST

Section 03: If applicable, where will appropriations be increased?

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST

NET IMPACT ON OPERATIONAL BUDGET

	-		-		-
--	---	--	---	--	---

RESERVE STATUS:

SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)

FUND	FUND NAME	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	All Outyears
TOTAL REV		-	-	-	-	-	-	-

FUND	FUND NAME	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	All Outyears
3090	Capital Improvements	379,660	15,000	15,000	15,000	15,000	15,000	4,755,340
TOTAL EXP		379,660	15,000	15,000	15,000	15,000	15,000	4,755,340
NET Per-YEAR IMPACT		(379,660)	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)	(4,755,340)

NET IMPACT (SIX YEARS) (5,210,000.00)

REVIEWED BY Nick Crafton DATE 7/6/2022



File #: 220585

ORDINANCE NO. 220585

Authorizing Amendment No. 1 with TREKK Design Group, LLC in the amount of \$346,296.30 for a design services contract for N. Topping Roadway Improvements for a total contract price of \$472,724.71.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Public Works is hereby authorized to execute Amendment No. 1 in the amount of \$346,296.30 for additional design services with TREKK Design Group, LLC for Project No. 89060772 - N. Topping Improvements – NE 43rd to NE 48th; for a total contract amount of \$472,724.71. A copy of the amendment is on file in the Director’s office of the Public Works Department.

Section 2. That the Director of Public Works is hereby authorized to expend \$346,296.30 from previously appropriated funds in Account No. 23-3090-898101-B-89060772, N. Topping Roadway Improvements to satisfy the cost of this contract amendment.

..end

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred

Tammy L. Queen
Director of Finance

Approved as to form and legality:

Dustin E. Johnson
Assistant City Attorney

CONTRACT



Ordinance Fact Sheet

Amendment Form

Brief Title	Approval Deadline	Reason
Authorizing design contract amendment for N Topping Improvements		To authorize execution of contract amendment for N Topping with TREKK Design Group

Details

Reason for Contract
 Authorizing Amendment No. 1 with TREKK Design Group, LLC in the amount of \$346,296.30 for a design services contract for N. Topping Roadway Improvements for a total contract price of \$472,724.71.

Discussion (explain all financial aspects of the proposed legislation, including future implications, any direct/indirect costs, specific account numbers, ordinance references, and budget page numbers.)

Contract Summary
 Authorizing Amendment #1 with TREKK Design Group in the amount of \$346,296.30 for design services for a total contract amount of \$472,724.71.

Original Contract	\$126,428.41
Amendment 1	<u>\$346,296.30</u>
Contract Total	\$472,724.71

Project Justification
 Amendment 1 to this contract is necessary to move from the initial study to develop final plans and specifications and the ability to bid for construction of the improvements

Project Description
 Project No. 89060772 - N Topping Improvements from N 43rd Street to N 48th. N Topping is an unimproved two-lane narrow roadway with ditches and few sidewalks in a residential area. This project will upgrade the roadway to provide new curbs and drive approaches along both sides of N Topping Avenue including reconstructed pavement, sidewalks, enclosed storm sewer and ADA compliant crosswalks and corners. These improvements will provide multi-modal connectivity to the future Searcy Creek Parkway Extension and safer transportation for the many school buses and cars that deliver children to and from Winnetonka High School and Topping Elementary School.

Roles and Responsibilities

Sponsor	Public Works Department
Department or Programs Affected	Public Works Department
Recommended Awardee	TREKK Design Group
Contract Compliance Certification Obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Opponents	Groups or Individuals N/A Reason for Opposition N/A
Responsibilities	Design Engineering: TREKK Design Group Inspections: Construction or Project Management: Service Monitoring:

Policy/Program Impact

Policy or Program Emphasis Change	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Operational Impact Assessment	

(Continued on reverse side)

Details

Civil Rights & Equal Opportunity Department Approval

Contract information was submitted to the CREO Department for review and determination. (See Docket Memo)

MBE Goal 17% WBE Goal 10%

MBE Vendor - Hg Consult
WBE Vendors - TREKK Design Group

Grant Funding

None

Is it good for the children?

Yes, this will improve the transportation options available for families including sidewalks on both sides of the road, and safer roadway alignment and profile.

How will this contribute to a sustainable Kansas City?

The Project will add trees for air quality and provide sidewalks, crosswalks and ADA compliant corners connecting NE 48th Street to Winnetonka High School, Topping Elementary School and thru the residential neighborhood to the future Searcy Creek Greenway Extension offering alternative modes of transportation.

Estimated Duration of Contract:

Fact Sheet Prepared by:
Patricia Hilderbrand
District Engineer

Date:
6/24/2022

Reviewed by:
Nicolas Bosonetto
City Engineer

Date:
6/24/2022

Reference Numbers: N/A

Finances

City's Estimate of Cost	\$ 346,296.30
Bid or Proposal Data	<i>Lowest Contract Cost Submitted</i> \$ NA FOR AMENDMENT <i>No. of Proposals Considered</i> <i>Reason for rejecting lowest contract cost submitted</i>
Other Bidders or Contractors Considered	Contract Costs Submitted \$ NA FOR AMENDMENT \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
Fund Sources and Appropriation Account Codes For This Contract	Capital Improvement Fund 23-3090-898101-B-89060772
Source of Future Operating Funds	
Maximum Amount of Proposed AMENDMENT	\$ 346,296.30
Amount of Contingency	\$
Engineering & Administration	\$
TOTAL	\$ 346,296.30

Council Committee Actions

Do Pass	<input type="checkbox"/>	<input type="checkbox"/> Hold
Do Pass (as amended)	<input type="checkbox"/>	<input type="checkbox"/> W/o Recommendation
Committee Sub.	<input type="checkbox"/>	<input type="checkbox"/> Do Not Pass

LEGISLATIVE FISCAL NOTE	LEGISLATION NUMBER:	TMP-2003
--------------------------------	------------------------	----------

LEGISLATION IN BRIEF:

Authorizing Amendment No. 1 with TREKK Design Group, LLC in the amount of \$346,296.30 for a design services contract for N. Topping Roadway Improvements for a total contract price of \$472,724.71.

What is the purpose of this legislation? OPERATIONAL

For the purpose of authorizing expenditures new or planned to conduct municipal services

Does this legislation spend money? YES Yes/No

See Sections 01, 02 and 03 for sources of funding

Does this legislation estimate new Revenues? NO Yes/No

See Section 00: " Notes" Below

Does this Legislation Increase Appropriations? NO Yes/No

See Section 00: " Notes" Below

Are costs associated with this legislation ongoing (Yes)? Or one-time (No) YES Yes/No

See Section 04 for five years of ongoing costs (Operational and Maintenance)

Section 00: Notes:

There is no predictable fiscal impact related to this ordinance.

Five years of operational costs for ongoing programs should be included in Section 04 below.

FINANCIAL IMPACT OF LEGISLATION

Section 01: If applicable, where are funds appropriated in the current budget?

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST
3090	898101	B	89060772	346,296.30	15,000.00

Section 02: If applicable, where will new revenues be estimated?

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST

Section 03: If applicable, where will appropriations be increased?

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST

NET IMPACT ON OPERATIONAL BUDGET

RESERVE STATUS:

SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)

FUND	FUND NAME	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	All Outyears
TOTAL REV		-	-	-	-	-	-	-

FUND	FUND NAME	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	All Outyears
3090	Capital Improvements	346,296	15,000	15,000	15,000	15,000	15,000	3,188,704
TOTAL EXP		346,296	15,000	15,000	15,000	15,000	15,000	3,188,704

NET Per-YEAR IMPACT (346,296) (15,000) (15,000) (15,000) (15,000) (15,000) (3,188,704)

NET IMPACT (SIX YEARS) (3,610,000.00)

REVIEWED BY Nick Crafton DATE 7/7/2022

Inter-Departmental Communication

Date: July 19, 2022

To: Mayor Quinton Lucas, Chair: Transportation, Infrastructure & Operations Committee

From: Andrea Dorch; Director; Civil Rights & Equal Opportunity Department

Subject: Revised Docket Memo for Amendment 1 #: 220585

CONTRACTOR: TREKK Design Group, LLC
 Address: 1411 E. 104th St.
 Kansas City, MO 64131
 Contract #: CS210093 / 89060772 – DP- Design Study- N. Topping Ave. from 43rd St. to 48th St.
 Contract Amount: \$472,724.71 (\$346,296.30 on Amendment 1)
 MBE Goal: 17%
 WBE Goal: 10%
 Total MBE Achieved: 82.5%
 Total WBE Achieved: 17.5%

MBE SUBCONTRACTORS:
 Name: Hg Consult, Inc.
 Address: 9111 NE 79th St.
 Kansas City, MO 64158
 Scope of Work: Construction Administration
 Dollar Amount: 17.5%
 Ownership: Harrison, Earl Jr.
 Structure: African-American Male Code 15

WBE SUBCONTRACTORS:
 Name: TREKK Design Group, LLC
 Address: 1411 E. 104th St.
 Kansas City, MO 64131
 Scope of Work: Surveying / Design
 Dollar Amount: 82.5%
 Ownership: Robinett, Kimberly
 Structure: Caucasian Female Code 27

Comments:
 Original Contract Amount: \$126,428.41
 Proposed Amendment 1: \$346,296.30
 Proposed Contract Amount: \$472,724.71

Page 2- CS210093 / 89060772- DP- Design Study- N. Topping Ave. from 43rd St. to 48th St., Amendment 1

According to B2G, the prime contractor is currently achieving the following participation on the contract:

Dollars paid to prime contractor by City to date: \$105,849.31

Dollars paid to MBE by prime contractor to date: \$16,837.15 for 16% MBE.

Dollars paid to WBE prime contractor to date: \$89,012.16 for 84% WBE.



MBE/WBE/DBE Contract Goals Request

Date 8/20/2020

To: Ashley Holmes, Human Relations Department
 From: Randy Alewine, Public Works Department

Project Number 89060772	Project Name Study and Design for N. Topping Improvements 43rd to 48th	
Contract ID Number CS210040	Estimated Cost: (cost breakdown attached) \$ 300,000.00	Solicitation Date: 9/1/2020

Estimated Project Duration: 0.5 yr.

Note: Click the box to select

<input checked="" type="checkbox"/> FICB PREVAILING WAGE: <input type="checkbox"/> YES <input type="checkbox"/> NO			
Contract Category:	<input type="checkbox"/> Construction	<input type="checkbox"/> Design-Build	<input checked="" type="checkbox"/> Non-Municipal Agency
	<input checked="" type="checkbox"/> Design Professional	<input type="checkbox"/> Other Goods & Services	<input type="checkbox"/> Lease
	<input type="checkbox"/> Professional Services	<input type="checkbox"/> Facilities Maintenance/Repair	<input type="checkbox"/> Tenant (MBE/WBE)
	<input type="checkbox"/> Other (Enter Type):		<input type="checkbox"/> Concession
Type:	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment No.		
Funding:	<input checked="" type="checkbox"/> City(MBE/WBE) <input type="checkbox"/> Federal (DBE) <input type="checkbox"/> State (DBE)		
	<input type="checkbox"/> Other:	<input type="checkbox"/> Grant#	
Construction Workforce Goals: Are the estimated construction labor hours greater than 800 and the estimated cost greater than \$324,000? If yes, complete "Required Crafts" Worksheet and include total number of hours in Description of Work.			<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Estimated Cost Breakdown attached - Page 2		<input type="checkbox"/> List of Required Crafts attached - Page 3	

Description of work:

Engineering study to evaluate options for improving N. Topping from 43rd to 48th St (0.7 mile) including sidewalk, curb and gutter, street lights, and storm water collection. Design to follow provided funding.

cc: _____

FOR HUMAN RELATIONS DEPARTMENT USE ONLY:	
<input type="checkbox"/> No Goals are set for this Project; OR	
<input checked="" type="checkbox"/> The following Goals are approved for this Project	17% MBE 10% WBE OR _____ % DBE
Human Relations Department	Date: <u>09/23/20</u>

FOR FAIRNESS IN CONSTRUCTION BOARD USE ONLY²		<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	<input type="checkbox"/> N/A
_____		Date		
FOR GRANT AGENCY USE ONLY³		<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	<input type="checkbox"/> N/A
_____		Date		

¹ DBE Programs apply to specific federal or state grant requirements.
² For Projects subject to prevailing wage requirements only.
³ Federal and state grant agreements may require granting agency approval of contract goals.



File #: 220610

ORDINANCE NO. 220610

Authorizing the Director of Public Works to execute a \$3,058,004.00 construction contract with USA Concrete, for Citywide sidewalk repairs; and authorizing contract changes up to and including forty percent (40%) of the original contract price without further council approval.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Public Works is hereby authorized to execute a contract with USA Concrete for sidewalk repairs for Project No. 89060891 – Sidewalks FY 22-23 - CWA Citywide #1 for \$3,058,004.00 from funds previously appropriated to Account No. AL-3523-898077-B-89060891. A copy of the contract is on file in the office of the Director of Public Works.

Section 2. That the Director of Public Works is hereby authorized to enter into contract changes up to and including forty percent (40%) of the original contract price.

Section 3. That the Civil Rights and Equal Opportunity Department (CREO) to assure fair representation by socially and economically disadvantaged groups, approved for this project, a thirty-three percent (33%) representation by Minority Owned Businesses and fourteen percent (14%) representation by Women Owned Businesses.

..end

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Tammy L. Queen
Director of Finance

Approved as to form and legality:

Dustin E. Johnson

Assistant City Attorney

CONTRACT

220610

Ordinance Fact Sheet

Construction/Misc. Form

Brief Title	Approval Deadline	Reason
Approving a Contract for Sidewalks FY22-23 - CWA Citywide #1		To authorize execution of a Construction Contract with USA Concrete

Details

Reason for Contract
 Authorizing the Director of Public Works to execute a \$3,058,004.00 construction contract with USA Concrete, for Citywide Sidewalk repairs; and authorizing an expenditure of \$4,279,605.60.

Discussion (explain all financial aspects of the proposed legislation, including future implications, any direct/indirect costs, specific account numbers, ordinance references, and budget page numbers.)

Project Justification

Sidewalks need to be repaired for the safe traverse of pedestrians.

Project Description

34 blocks of sidewalks will be repaired.

Solicitation

This Project was advertised in accordance with the City's requirements including the City's webpage.

Project Management Costs

The total Project cost is estimated at 4,379,605.60.

Initial Contract Cost \$3,058,004.00
 Contingency \$1,221,601.60
 Project Management \$50,000.00
 Inspection Management \$50,000.00

Roles and Responsibilities

Sponsor	Public Works Department
Department or Programs Affected	Public Works Department
Recommended Awardee	Company
Contract Compliance Certification Obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Opponents	Groups or Individuals Reason for Opposition
Responsibilities	Design Engineering: City Inspections: City Construction or Project Management: City Service Monitoring: City

Policy/Program Impact

Policy or Program Emphasis Change	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Operational Impact Assessment	

(Continued on reverse side)

Details

Grant Funding

None

CREO Approval

The initial goals for this project were approved by the at 14% MBE and 14% WBE. Contract information has been submitted for 33% MBE and 14% for WBE and approved by the Human Relations Department.

MBE: 33%

- USA Concrete - 30%
- Total Sodding & Sedding - 3%

WBE: 14%

- AC Trucking & Sons - 3%
- R & B Trucking - 3%
- Artin Engineering & Design - 5%
- Construction Anchors - 3%

Is it good for the children?

Yes. The project will improve the overall safety for pedestrians.

Estimated Duration of Contract:

Completion by September 1, 2023

Fact Sheet Prepared by:

Uday Manepalli
Sr. Registered Engineer

Date:

7/1/2022

Reviewed by:

Mark Montgomery
Associate Director for Construction

Date:

7/1/2022

Reference Numbers:

Finances

City's Estimate of Cost		\$	3,460,761.50
Bid or Proposal Data	Lowest Contract Cost Submitted		\$3,058,004.00
	Reason for rejecting lowest contract cost submitted		
	Other Bidders or Contractors Considered		Contract Costs Submitted
	Sarai Construction	\$	3,233,000.00
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
Fund Sources and Appropriation Account Codes For This Contract	AL-3523-898077-B-89060891		
Source of Future Operating Funds			
Maximum Amount of Proposed Contract			\$3,058,004.00
Amount of Contingency			\$1,221,601.60
Engineering & Administration			\$100,000.00
TOTAL			\$4,379,605.60

Council Committee Actions

Do Pass	<input type="checkbox"/>	<input type="checkbox"/> Hold
Do Pass (as amended)	<input type="checkbox"/>	<input type="checkbox"/> W/o Recommendation
Committee Sub.	<input type="checkbox"/>	<input type="checkbox"/> Do Not Pass

LEGISLATION IN BRIEF:

Authorizing the Director of Public Works to execute a \$3,058,004.00 construction contract with USA Concrete, for Citywide Sidewalk repairs; and authorizing an expenditure of \$4,279,605.60.

What is the purpose of this legislation? OPERATIONAL

For the purpose of authorizing expenditures new or planned to conduct municipal services

Does this legislation spend money? <i>See Sections 01, 02 and 03 for sources of funding</i>	YES	Yes/No
Does this legislation estimate new Revenues? <i>0</i>	NO	Yes/No
Does this Legislation Increase Appropriations?	NO	Yes/No
Are costs associated with this legislation ongoing (Yes)? Or one-time (No) <i>See Section 00: " Notes" Below</i>	NO	Yes/No

Section 00: Notes:

Sidewalks need to be repaired for the safe traverse of pedestrians. 34 Blocks of sidewalks will be repaired.

Five years of operational costs for ongoing programs should be included in Section 04 below.

FINANCIAL IMPACT OF LEGISLATION						
Section 01: If applicable, where are funds appropriated in the current budget?						
FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST	
3523	898077	611060	89060891	4,279,605.60		
Section 02: If applicable, where will new revenues be estimated?						
FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST	
Section 03: If applicable, where will appropriations be increased?						
FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST	
NET IMPACT ON OPERATIONAL BUDGET				-	-	

RESERVE STATUS:

SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)									
FUND	FUND NAME	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	All Outyears	
		-	-	-	-	-	-	-	-
TOTAL REV		-	-	-	-	-	-	-	-
		4,279,606							
TOTAL EXP		4,279,606	-	-	-	-	-	-	-
NET Per-YEAR IMPACT		(4,279,606)	-	-	-	-	-	-	-
NET IMPACT (SIX YEARS)									(4,279,605.60)

REVIEWED BY Theresa Danielsén DATE 7/19/2022

User entered field

User select from menu

Calculated Field

Inter-Departmental Communication

Date: July 19, 2022

To: Mayor Quinton Lucas, Chair: Transportation, Infrastructure & Operations Committee

From: Andrea Dorch; Director; Civil Rights & Equal Opportunity Department

Subject: Docket Memo #: 220610

CONTRACTOR: USA Concrete, Inc.
 Address: 4111 Frisbie Rd.
 Shawnee, KS 66226
 Contract #: CS220055 / 89060891 – Sidewalks FY22-23
 CWA City-Wide #1
 Contract Amount: \$3,058,004.00
 MBE Goal: 14%
 WBE Goal: 14%
 Total MBE Achieved: 33%
 Total WBE Achieved: 14%

MBE SUBCONTRACTORS:
 Name: USA Concrete, Inc.
 Address: 4111 Frisbie Rd.
 Shawnee, KS 66226
 Scope of Work: Concrete Flatwork
 Dollar Amount: \$917,401.20
 Ownership: McAnany, Maria
 Structure: Hispanic-American Female Code 20

MBE SUBCONTRACTORS:
 Name: Total Sodding & Seeding, Inc.
 Address: 23702 S. Scottsdale Dr.
 Peculiar, MO 64078
 Scope of Work: Seeding / Sodding
 Dollar Amount: \$91,240.12
 Ownership: Randolph, Debra
 Structure: African-American Female Code 19

WBE SUBCONTRACTORS:

Name: AC Trucking & Son, LLC
Address: 1609 Nebraska Ave.
Kansas City, KS 66102
Scope of Work: Hauling
Dollar Amount: \$91,240.12
Ownership: Craft, Patti
Structure: African-American Female Code 23

WBE SUBCONTRACTORS:

Name: Midwest Contracting Services, LLC dba R & B Trucking
Address: 8100 Blue Parkway Dr.
Kanas City, 64133
Scope of Work: Hauling
Dollar Amount: \$91,240.12
Ownership: Shoemaker, Rhonda
Structure: Caucasian Female Code 27

WBE SUBCONTRACTORS:

Name: Artin, LLP
Address: 9393 W. 110th St., Suite 500
Overland Park, KS 66213
Scope of Work: Inspections
Dollar Amount: \$152,900
Ownership: Forouzesh, Elham
Structure: Caucasian Female Code 27

WBE SUBCONTRACTORS:

Name: Construction Anchors, Inc.
Address: 13900 E. 350 Highway
Kansas City, MO 64138
Scope of Work: Concrete Materials
Dollar Amount: \$91,240.12 (\$152,056 X 60%)*
Ownership: King, Laura
Structure: Caucasian Female Code 27

Comments:

*Note: Suppliers are credited at 60% of materials' cost.



MBE/WBE/DBE Contract Goals Request

Date: November 18, 2021
 To: Itzel Galarza, Civil Rights & Equal Opportunity Department
 From: Uday Manepalli, Public Works Department

Project Number	Project Name	
89060891	Sidewalks FY22-23 - CWA Citywide #1	
Contract ID Number	Estimated Cost: (cost breakdown attached)	Solicitation Date:
CS220055	\$ 1,400,000.00	1/24/2022

Estimated Project Duration:

Note: Click the box to select

→ FICB PREVAILING WAGE:		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Contract Category:	<input checked="" type="checkbox"/> Construction	<input type="checkbox"/> Design-Build	<input type="checkbox"/> Non-Municipal Agency
	<input type="checkbox"/> Design Professional	<input type="checkbox"/> Other Goods & Services	<input type="checkbox"/> Lease
	<input type="checkbox"/> Professional Services	<input type="checkbox"/> Facilities Maintenance/Repair	<input type="checkbox"/> Tenant (MBE/WBE)
	<input type="checkbox"/> Other (Enter Type):		<input type="checkbox"/> Concession
Type:	<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Amendment No.	
Funding:	<input checked="" type="checkbox"/> City(MBE/WBE)	<input type="checkbox"/> Federal (DBE)	<input type="checkbox"/> State (DBE)
	<input type="checkbox"/> Other:	<input type="checkbox"/> Grant#	
Construction Workforce Goals: Are the estimated construction labor hours greater than 800 and the estimated cost greater than \$300,000? If yes, complete "Required Crafts" Worksheet and include total number of hours in Description of Work.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Estimated Cost Breakdown attached - Page 2		<input type="checkbox"/> List of Required Crafts attached - Page 3	

Description of work:

GO Bond Citywide improvements to Sidewalks

cc: _____

FOR CIVIL RIGHTS & EQUAL OPPORTUNITY DEPARTMENT USE ONLY:	
<input type="checkbox"/> No Goals are set for this Project; OR	
<input checked="" type="checkbox"/> The following Goals are approved for this Project	14 % MBE 14 % WBE OR _____ % DBE
Civil Rights & Equal Opportunity Department	DocuSigned by: Date: 11/30/2021

FOR FAIRNESS IN CONSTRUCTION BOARD USE ONLY ²	
per City Code #210991 N/A	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> N/A
_____	_____ Date
FOR GRANT AGENCY USE ONLY ³	
	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> N/A
_____	_____ Date

¹ DBE Programs apply to specific federal or state grant requirements.
² For Projects subject to prevailing wage requirements only.
³ Federal and state grant agreements may require granting agency approval of contract goals.



File #: 220607

ORDINANCE NO. 220607

Authorizing a Non-Aeronautical Advertising Concession Agreement with Departure Media, Inc., for the construction, leasing, operation, and management of an advertising concession program at the New Terminal at the Kansas City International Airport.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Aviation is authorized to execute a Non-Aeronautical Advertising Concession Agreement with Departure Media, Inc., for the construction, leasing, operation, and management of an advertising concession program at the New Terminal at the Kansas City International Airport for a term of 10 years. A copy of the agreement, in substantial form, is on file in the Office of the Director of Aviation and is hereby approved.

Section 2. That the Director of Aviation is authorized to execute such documents, contracts, leases, approvals, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this ordinance and to implement the transaction contemplated herein.

..end

Approved as to form and legality:

Charlotte Ferns
Senior Associate City Attorney

LEGISLATIVE FACT SHEET		Legislation Number:	
		Approval Deadline:	
LEGISLATION IN BRIEF:			
What is the reason for this legislation?	Fact Sheet Color Codes User Entered Field User Select From Menu For OMB Use		
	Sponsor(s)		
	Programs, Departments, or Groups Affected		
	Sub-Program in Budget (page #)		
	Applicants/ Proponents	City Department	
		Other	
	Staff Recommendation		
	Board or Commission Recommendation		
	Future Impacts		
	Cost of Legislation current Fiscal Year		
	Costs in Future Fiscal Years?		
	Annual Revenue Increase/Decrease		
Citywide Business Plan Goal	Applicable Dates:		
	Prepared by:		
Citywide Business Plan Objective	Date Prepared:		
	Reviewed by:		
Citywide Business Plan Strategy	Date Reviewed		
	Reference Numbers		

LEGISLATIVE FISCAL NOTE

LEGISLATION
NUMBER:

220607

LEGISLATION IN BRIEF:

Authorizing a Non-Aeronautical Advertising Agreement with Departure Media, Inc. for the construction, leasing, operation, and management of an advertising concession program at the New Terminal at Kansas City International Airport.

What is the purpose of this legislation?

OPERATIONAL

For the purpose of authorizing expenditures new or planned to conduct municipal services

Does this legislation spend money?

NO

Yes/No

See Section 00: "Notes" Below

Does this legislation estimate new Revenues?

YES

Yes/No

See Section 02 for new revenue estimates

Does this Legislation Increase Appropriations?

NO

Yes/No

Are costs associated with this legislation ongoing (Yes)? Or one-time (No)

Yes/No

Section 00: Notes:

Five years of operational costs for ongoing programs should be included in Section 04 below.

FINANCIAL IMPACT OF LEGISLATION

Section 01: If applicable, where are funds appropriated in the current budget?

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST
				0.00	0.00

Section 02: If applicable, where will new revenues be estimated?

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST
8300	620000	470663		0.00	300,000.00

Section 03: If applicable, where will appropriations be increased?

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST

NET IMPACT ON OPERATIONAL BUDGET

FY 22-23 BUD	FY 23-24 EST
-	300,000.00

RESERVE STATUS:

REVENUE SUPPORTED

SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)

FUND	FUND NAME	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	All Outyears
8300	Aviation	-	300,000	700,000	875,000	1,050,000	1,250,000	
TOTAL REV		-	300,000	700,000	875,000	1,050,000	1,250,000	-

FUND	FUND NAME	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	All Outyears
TOTAL EXP		-	-	-	-	-	-	-

NET Per-YEAR IMPACT	-	300,000	700,000	875,000	1,050,000	1,250,000	-
----------------------------	---	---------	---------	---------	-----------	-----------	---

NET IMPACT (SIX YEARS) 4,175,000.00

REVIEWED BY

Melissa Cooper, AAE

DATE

7/19/2022

User entered field

User select from menu

Calculated Field



File #: 220574

RESOLUTION NO. 220574

RESOLUTION - Directing the City Manager to negotiate with Jackson County to partner in providing effective rehabilitation and detention services in the Jackson County New Detention Center Campus.

WHEREAS, the City has contracts with Johnson County, Missouri and Vernon County Missouri to provide detention services; and

WHEREAS, the City has inadequate opportunities for rehabilitation and detention services including substance abuse treatment, mental health and public safety; and

WHEREAS, the purpose of a City rehabilitation and detention center is to deter and prevent future harm; and

WHEREAS, the purpose of a City rehabilitation and detention center is also to provide comprehensive programming that aids in breaking the cycle of addiction and poverty; and

WHEREAS, the City needs to have a long-term solution to provide opportunities for rehabilitation and detention services including substance abuse treatment, mental health and public safety; NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

That the City Manager is directed to negotiate with Jackson County to partner in providing effective rehabilitation and detention services in the Jackson County New Detention Center Campus.

..end

**No Fact Sheet
for
Res.
220574**

LEGISLATION IN BRIEF:

RESOLUTION - Directing the City Manager to negotiate with Jackson County to partner in providing effective rehabilitation and detention services in the Jackson County New Detention Center Campus.

What is the purpose of this legislation? LEGISLATIVE

for the purpose of editing, repealing, or creating a provision in the city's code of ordinances; or for stating non-monetary support. This Fiscal note should be blank

Sections 01-04 should be blank. See section 00 for more information

	YES	Yes/No
	NO	Yes/No
	NO	Yes/No
	NO	Yes/No

Section 00: Notes:

Fiscal Impact cannot be determined at this time, until negotiations are complete with Jackson County

FINANCIAL IMPACT OF LEGISLATION

Section 01: If applicable, where are funds appropriated in the current budget?

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST

Section 02: If applicable, where will new revenues be estimated?

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST

Section 03: If applicable, where will appropriations be increased?

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST

NET IMPACT ON OPERATIONAL BUDGET	-	-
	<i>RESERVE STATUS:</i>	

SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)

FUND	FUND NAME	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	All Outyears
	TOTAL REV	-	-	-	-	-	-	-

FUND	FUND NAME	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	All Outyears
	TOTAL EXP	-	-	-	-	-	-	-

NET Per-YEAR IMPACT	-	-	-	-	-	-	-	-
NET IMPACT (SIX YEARS)	-							

REVIEWED BY James Sturdevant DATE 7/19/2022