I. Call to Order / Roll Call

II. Approval of standing committee minutes for May 14, 2012.

III. Committee Agenda

Item No. 1 - AGREEMENT: JAMES ST. BRIDGE AT STATE LINE PROJECT

Synopsis:
Recommending approval of a cooperative agreement with Kansas City, MO, for the James Street Bridge replacement over State Line, submitted by Bill Heatherman, Engineering. The UG's portion is limited to $700,000 and is due in 2014. The funds have been approved in the CMIP.

Tracking #: 120152
Item No. 2 - REVIEW: JOHN GARLAND PARK REUSE PLAN

Synopsis:
Reuse plan and review of the results of the EPA study regarding potential future use for John Garland Park, submitted by Mike Tobin, Public Works.
Tracking #: 120154

Item No. 3 - DISCUSSION: CURB AND SIDEWALK PROGRAM

Synopsis:
Request discussion on the Unified Government Curb and Sidewalk Matching Program, submitted by Commissioner Barnes.
Tracking #: 120063

Item No. 4 - PROPOSED REVISION: ANNUAL CMIP GRIND & OVERLAY POLICY

Synopsis:
Proposed policy revision for Annual CMIP Grind and Overlay Program, submitted by Commissioner Murguia.
Tracking #: 120156

IV. Goals and Objectives

Item No. 1 - GOALS AND OBJECTIVES

Synopsis:
The Unified Government Commission conducted a strategic planning process resulting in specific goals and objectives adopted by the commission on May 17, 2012. Commission has directed that the goals and objectives appear monthly on respective standing committee agendas to assure follow-up and action toward implementation.

a. Infrastructure. Improve and finance infrastructure to comply with federal regulations, encourage private investment, and build community.
b. Environment. Ensure natural resources are protected to the maximum extent possible; opportunities for additional natural areas are pursued; and the park system is enhanced.
c. Public Safety. Provide the public's safety through best practices with results in
lower crime rate, safer dwellings and businesses, and efficient court services.

**Tracking #: 120155**

V. **Adjourn**
The meeting of the Public Works and Safety Standing Committee was held on Monday, May 14, 2012, at 5:00 p.m., in the 6th Floor Human Resources Training Room of the Municipal Office Building. The following members were present: Commissioner Mendez, Chairman; Commissioners Ellison, Markley, Murguia, and BPU Board Member Loretta Colombel. Commissioner Cooley was absent.

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

Approval of standing committee minutes for March 12, 2012. On motion of Commissioner Ellison, seconded by Commissioner Murguia, the minutes were approved. Motion carried unanimously.

Committee Agenda:
Item No. 1 – 120093...Requesting approval of the annual interlocal agreement with the Fairfax Drainage District, submitted by Jim Larkin, Public Works/WPC. The Fairfax Drainage District has asked for an increase; however, staff recommends that no increase be given due to the financial and economic hardship the UG is experiencing.

Jim Larkin, Public Works/WPC, appeared stating this is the annual interlocal agreement that we have with Fairfax Drainage District for leasing their sewers and transporting our sewage through. This money is used for maintenance activities on the sewers down the district. They have been notified that we’re not going to give a CPI and they understand.
Commissioner Ellison said we maintain the sewers. Right? Mr. Larkin said they do the maintenance, repair, and replace of those sewers. Commissioner Ellison asked we don’t run the rotor-rooter through them. Mr. Larkin said we kind of share in those duties.

Commissioner Ellison said they have a board down there, don’t they. Mr. Larkin said yes they do. Commissioner Ellison asked what do they make a year. Mr. Larkin said I don’t have any idea. Bob Roddy, Director of Public Works, said I don’t think it’s very much. Commissioner Ellison asked about like ours. Mr. Roddy said I think it’s less. Commissioner Ellison said since I was a teenager, they’ve always talked about that board. All you have to do is own a lot then you’re on the board. I remember when they built Fairfax. Sunshine Biscuit, I remember when they laid the first brick.

Chairman Mendez asked do we deny the request from Fairfax. Mr. Larkin said staff is recommending that we pay them the same amount that we’ve paid since 2008. Commissioner Murguia asked so that would be moved for approval. Mr. Larkin said yes.

Action: Commissioner Murguia made a motion, seconded by Chairman Mendez, to approve and forward to full commission. Roll call was taken and there were five “Ayes,” Colombel, Ellison, Markley, Murguia, Mendez.

Item No. 2 – 120115…Requesting adoption of a resolution authorizing the appointment of the existing Law Enforcement Advisory Board as the community advisory board relating to the prohibition against racial profiling or other biased-based policing, submitted by Delia York, Deputy Chief Legal Counsel, and Rick Armstrong, Chief of Police.

Delia York, Deputy Chief Legal Counsel, and Lt. Col. James Brown, Police Dept., appeared. Ms. York said you have before you a resolution that authorizes the appointment of the existing Law Enforcement Advisory Board as the community advisory board that relates to racial profiling. In July 2011, there were some amendments made to the racial profiling laws requiring that cities either collect data or they appoint advisory boards. We’re recommending appointment of the existing Law Enforcement Advisory Board to comply with state law.

May 14, 2012
Chairman Mendez asked do you have names at this time. Ms. York said there is an existing membership list. I can give you the names or I can send them out. Chairman Mendez said if you could send them out I’d appreciate that very much. Ms. York said sure.

Commissioner Ellison asked do the citizens realize that there’s a mechanism provided to make formal complaints. For instance, I stopped at this service station and this is about the fifth time it’s happened—there is the Traffic Division. They need to learn how to talk to folks. One guy said he asked—they caught him doing 40 in a 30, and he wanted to see—normally they’ll show you the printout on their computer, the guy gets up—this is the fifth time it’s happened, throws him the ticket and said I’ll see you in court. That kind of thing could create a problem and they complain to me. I said will he said don’t go to court. That’s the fifth time that has happened in the last six month. Those guys need some sensitivity training because it could, in the right situation, lead to something. If it gets out in the community, then we’ve got Rodney King. They need to know that there is a mechanism to file a complaint. Ms. York said absolutely. Just to respond to that sort of briefly, this advisory board would serve to probably do some better community outreach. They would help the Police Department develop a comprehensive plan on how to deal with racial profiling complaints and biased-based policing as well. It just isn’t racial profiling. That would definitely be one of their missions to improve upon the community outreach efforts. So that you know, there are several different methods by which you can make a complaint. You can either come directly to the Internal Investigations Unit. Complaints can also be filed with the Attorney General’s Office. Commissioner Ellison said they’re not aware of that; not a cat on 13th and Wood.

BPU Board Member Colombel said I’d like to know who appoints. Does the commission appoint to this board? Ms. York said there is a member appointed by each commissioner and the mayor. There are 11. BPU Board Member Colombel asked when you make your appointments, what do you use for criteria when appointing to a policy advisory board. That’s kind of important to me. Ms. York said it is important and it’s important pursuant to the Racial Profiling Act as well. It does need to reflect the community’s demographic. When I send out the current list of those members on the Law Enforcement Advisory Board, I will send you specifically the criteria that the statute requires as well. There are some members whose terms

May 14, 2012
have probably expired. **PBU Board Member Colombel** said it seems to me that that’s kind of the commissioners’ duty to make sure that whoever you have in place there is the right person.

**Action:** Commissioner Murguia made a motion, seconded by Commissioner Markley, to approve and forward to full commission. Roll call was taken and there were five “Ayes,” Colombel, Ellison, Markley, Murguia, Mendez.

**Item No. 3 – 120112…**Requesting approval to submit a $92,743 Justice Assistance Grant (JAG) to pay personnel costs for six Teleserve Officers in the Police Dept. Teleserve Unit, submitted by Lisa Stimetz, PSBO/Police. Pursuant to the FY12 JAG solicitation requirements, the UG must make the grant application public and allow for public comment; therefore, it is requested to set a public hearing for June 7, 2012.

Lisa Stimetz, PSBO/Police, appeared stating based on the solicitation of fiscal year ’12 and US Department of Justice requires us to have a governing body review the application to just give us approval to proceed with applying for the grant. We are eligible for $92,743. That will pay the personnel costs for the six Teleserve officers. We are currently in a grant now so once that funding runs out, this will kick in.

**Action:** Commissioner Murguia made a motion, seconded by Commissioner Markley, to approve and forward to full commission for a public hearing on June 7, 2012. Roll call was taken and there were five “Ayes,” Colombel, Ellison, Markley, Murguia, Mendez.

**Item No. 4 – 120092…**Follow-up on the residential pilot program regulating parking in the area generally bounded by Esterly Avenue on the north, State Line Road on the east, West 36th Avenue on the south, and Eaton Street on the west, in the Rosedale District in the vicinity of KU Medical Center, presented by Robert Roddy, Director of Public Works. On October 6, 2011, the commission unanimously adopted Ordinance No. O-43-11. Per Sec. 5 of said ordinance, the pilot program was to be
reviewed at the March 2012 Public Works and Safety Standing Committee meeting. At the March 12, 2012 meeting, the report was deferred until April. (The April 16, 2012 meeting was cancelled.)

**Bob Roddy**, Director of Public Works, appeared stating eight months ago the commission passed a residential pilot parking program for the area described. After six months, staff was directed to report back to the commission. We’re here giving that report. The Traffic Engineer attached as part of the packet, her findings. It is after review of what has transpired, generally it has been effective. The residents seem to be happy with the residential parking system. We’ve not received any complaints; however, staff still remains concerned that it’s not enforceable because we do not necessarily know who actually lives there and who doesn’t, and the fact that we have two different programs going on within the community. One area where we have a controlled system where it’s permitted and people pay for our permit. Over here we have this pilot program. However, that being said, what we’re recommending is that we extend this for another year to see how it works and hopefully within the next year we can merge to a better program that will reduce the disparities between the two areas.

**Commissioner Murguia** said, Bob, I just want to say thanks a lot. I know this was sort of difficult for your department. I can just tell you that I really appreciate it this being my district, and I can tell you that the people that live there really appreciate it. I know we need to make our policy matchup with our action. I think that is important. I appreciate you not making people wait, especially since it is effective; it’s working. I haven’t received any complaints either. I really appreciate the commission supporting that decision and kind of going out of the box to make this happen because it was a serious problem over there for them. **Mr. Roddy** said we always stand ready to go out of the box. It’s much better than being in the box. **Commissioner Murguia** said all the people that lived there would have been here, but I did not notify them so this is my fault or they would have been here.

**Action:** Commissioner Murguia made a motion, seconded by Commissioner Ellison, to approve and forward to full commission. Roll call was taken and there were five “Ayes,” Colombel, Ellison, Markley, Murguia, Mendez.

May 14, 2012
Adjourn

Chairman Mendez adjourned the meeting at 5:18 p.m.

cg
**Item Description:**
James St. Bridge at State Line.

The City of Kansas City, Missouri is taking the lead in replacement of the James St. Bridge over State line. A portion of this work repairs the bridges, the bridge in Kansas City, KS. A cooperative agreement has been negotiated and staff recommends its approval. The Unified Government's contribution would be limited to $700,000. which is due in 2014. These funds are already approved in the CMIP. The City of Kansas City, MO has the lead in administering this project.

The actual agreement will be provided at the meeting.

**Action Requested:**
It is requested that the Standing Committee accept and approve the recommendations.
THIS COOPERATIVE AGREEMENT (together with the attachments hereto, “Cooperative Agreement”), is made and entered into this ___ day of __________, 2012 between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation of the State of Missouri (“Kansas City”), and the UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/ KANSAS CITY, KANSAS, public corporation constituting both a city and a county under the laws of the State of Kansas (“Unified Government”), through its Mayor/CEO.

Recitals

WHEREAS, the James Street Bridge carries two lanes of traffic and a sidewalk over the Union Pacific Rail Road tracks in the West Bottoms; and

WHEREAS, the limits of Kansas City and Unified Government abut along the Kansas and Missouri border; and

WHEREAS, the Kansas and Missouri border is located across Span No. 8, which is between existing Bent No. 8 and Bent No. 9, of the James Street Bridge; and

WHEREAS, both Kansas City and Unified Government desire to make improvements to the James Street Bridge from approximately 200 ft east of the east bridge abutment to approximately 20 ft west of Bent No. 9 as shown in attached Exhibit A, (“the Project”); and

WHEREAS, Kansas City commissioned HDR Inc. to prepare the cost estimate for the Project attached to this Cooperative Agreement as Exhibit B (“the Project Cost”);

NOW THEREFORE, Kansas City and Unified Government mutually agree as follows:

Sec. 1. Scope of the Agreement. The purpose of this cooperative agreement is to provide for improvement to the James Street Bridge from approximately 200 ft east of the east bridge abutment to approximately 20 ft west of Bent No. 9 as shown in attached Exhibit A.

Sec. 2. Responsibilities of Kansas City. Kansas City agrees to:

   A. be responsible for administering design and construction of the Project in accordance with Kansas City’s standard procedures, requirements, and Ordinances.

   B. subject to the appropriation of funds, be responsible for all costs associated with Part 1 of the work (Rehabilitation of spans 1 through 7), as well all costs associated with Part 2 (replacement of spans 8 and 9 and removal of bent 8) of the
work less those reimbursed by the Unified Government as specified in Section 3. The estimated total share for Kansas City is $3,100,000.00

C. provide preliminary (50% complete) and draft final construction documents (95%) to Unified Government for a maximum of 30 days review, and then final construction documents (100%) to the Unified Government for a maximum of 7 days review prior to bidding of the Project.

D. comply with all other requirements applicable to Kansas City as set forth in this Cooperative Agreement.

E. ensure that any and all third party contractors hired to perform work under this agreement indemnifies and names the Unified Government of Wyandotte County/Kansas City as an additional insured to the same extent as Kansas City.

F. prepare, review, and process all work change directives and change orders.

Sec. 3. Responsibilities of Unified Government. Unified Government agrees to:

A. subject to the appropriation of funds, be responsible for 36.0% of total design and construction costs of the Part 2 of the work (replacement of spans 8 and 9 and removal of bent 8), not to exceed $700,000.00. If Unified Government desires to add any additional work that is outside of the current scope or limits of the Project, Unified Government shall be responsible for all costs associated with the additional work. Design and construction costs include construction, construction change orders, design engineering, construction observation, and materials testing. This work is currently estimated as ($630,000.00) as shown in Exhibit B. Kansas City’s internal costs for staff expenses or other administrative fees, except for material testing, will not be charged to the Unified Government. This percentage was arrived at after considering both the proportionate area of the bridge deck and the salvage value of the portion of the deck that was previously replaced by the Unified Government.

B. complete review of the preliminary (50%) design plans and final construction documents for the Project and provide any comments on them to Kansas City within thirty(30) days from the date Unified Government receive such documents. Failure to respond within thirty days will cause Kansas City to deem the documents approved by Unified Government.

C. comply with all other requirements applicable to Unified Government as set forth in this Cooperative Agreement.
Sec. 4. Ownership/Maintenance. All improvements shall be owned and maintained by the party within whose boundaries they lie.

Sec. 5. Term. This Cooperative Agreement shall begin upon its execution and shall continue until all the services to be provided are completed subject to the terms and conditions set forth in this Cooperative Agreement.

Sec. 6. Payments.

A. Kansas City will submit an invoice for payment to the Unified Government on March 1, 2014. In the event that the work is not complete by this date, the invoice will be for partial payment, and a final invoice will be submitted upon completion of the work.

B. Unified Government shall review and process approved payments to Kansas City within thirty (30) days from the date of each invoice from Kansas City.

Sec. 7. Notices. All notices required by this Cooperative Agreement shall be in writing sent by regular U.S. mail, postage prepaid, commercial overnight courier, or facsimile to the following:

To Kansas City:
Ralph Davis, P.E.
City of Kansas City, MO
18th Floor, City Hall, 414 E. 12th Street
Kansas City, MO 64106
Phone: (816) 513-2720 Facsimile: (816) 513-2760

To Unified Government:
Unified Government of Wyandotte County/Kansas City, Kansas

Bill Heatherman, P.E., County Engineer
701 N. 7th Street, Rm 712
Kansas City, KS 66101

All notices are effective 3 days after mailing if sent by U.S. mail or upon receipt if delivered by a courier or facsimile. Either party may provide the other party a change of address which change shall be effective ten (10) days after delivery.

Sec. 8. Right to Audit. Kansas City and Unified Government shall each have the right to examine and audit, upon reasonable written notice and, at each party’s own expense, all records and documents related to this Cooperative Agreement. The parties agree to retain and maintain all such records and documents for at least three (3) years from the date of termination of this Cooperative Agreement.
Sec. 9. **Governing Law.** This Cooperative Agreement shall be construed and governed in accordance with the law of the State of Missouri.

Sec. 10. **Compliance with Laws.** The parties shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Cooperative Agreement. All permits for the project, including railroad and environmental, shall be obtained by Kansas City or by its Contractor. The Unified Government will endorse or support all such permit applications as requested, and will not charge Kansas City or its Contractor for any permits issued by Unified Government for the Project. The Contractor shall be required to comply with all occupational and professional license and permitting requirements of Kansas City for work done in the respective location.

Sec. 11. **Waiver.** No consent or waiver, express or implied, by any party to this Cooperative Agreement or any breach or default by any other party in the performance of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance of the same or any other obligations hereunder. Failure on the part of any party to complain of any act or failure to act or to declare any of the other parties in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights under this Cooperative Agreement. The parties reserve the right to waive any term, covenant, or condition of this Cooperative Agreement; provided, however, such waiver shall be in writing and shall be deemed to constitute a waiver only as to the matter waived and the parties reserve the right to exercise any and all of their rights and remedies under this Cooperative Agreement irrespective of any waiver granted. Waiver by either party 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.

Sec. 12. **Default and Remedies.** If a party shall be in default or breach of any provision of this Cooperative Agreement, the other party may terminate this Cooperative Agreement, suspend its performance and invoke any other legal or equitable remedy after giving the other party thirty (30) days written notice and opportunity to correct such default or breach.

Sec. 13. **Headings; Construction of Contract.** The headings of each section of this Cooperative Agreement are for reference only. Unless the context of this Cooperative 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. In the event of any conflict between this Cooperative Agreement and any incorporated Attachments, the provisions of this Cooperative Agreement shall control.

Sec. 14. **Merger.** This Cooperative Agreement, including any referenced Attachments, constitutes the entire agreement between Kansas City and Unified Government with respect to this subject matter, and supersedes all prior agreements between Kansas City
and Unified Government with respect to this subject matter, and any such prior agreement shall be void and of no further force or effect as of the date of this Cooperative Agreement.

**Sec. 15. Modification.** Unless stated otherwise in this Cooperative Agreement, no provision of this Cooperative Agreement may be waived, modified or amended except by written consent of both parties to this Cooperative Agreement.

**Sec. 16. Severability of Provisions.** Except as specifically provided in this Cooperative Agreement, all of the provisions of this Cooperative Agreement shall be severable. In the event that any provision of this Cooperative Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Cooperative Agreement shall be valid unless the court finds that the valid provisions of this Cooperative Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Cooperative Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intention of the parties.

**Sec. 17. Further Acts.** Subject to the appropriation of funds, the parties agree to perform or cause to be performed any and all such further acts as may be reasonably necessary to fulfill the terms and conditions of this Cooperative Agreement.

**Sec. 18. Binding Effect.** This Cooperative Agreement shall be binding upon Kansas City and Unified Government and their assigns, transferees, and successors in interest.

**Sec. 19. Representations and Warranties.** Kansas City and Unified Government each certify that it has the power and authority to execute and deliver this Cooperative Agreement and to perform this Cooperative Agreement in accordance with its terms.

**Sec. 20. Force Majeure.** The term “Force Majeure Event” means acts or omissions of any governmental authority (other than, with respect to Kansas City or Unified Government), fires, storms, natural disasters, strikes, riots, terrorist attack, power failures and any other event or occurrence, irrespective of whether similar to the foregoing, that is beyond the reasonable control of the party claiming that the Force Majeure Event affects its ability to perform any of its obligations under this Agreement. No party shall be liable for any delay in performance of any obligation under this Agreement (other than the payment of money owned) or any inability to perform any obligation under this Agreement (other than the payment of money) if and to the extent that such delay in performance or inability to perform is caused by a Force Majeure Event, so long as the party claiming the Force Majeure Event is working diligently, to the extent reasonably possible, to terminate the Force Majeure Event. A party claiming a Force Majeure Event as an excuse for delay or nonperformance under this Agreement shall provide the other party with prompt notice of the initiation of the Force Majeure Event, when it is expected to terminate, and of the termination of such Force Majeure Event. A Force Majeure
Event shall be deemed to be terminated with respect to a particular delay or nonperformance when its effects on such future performance have been substantially eliminated. Notwithstanding the foregoing provisions, settlement of a strike or lockout shall be deemed beyond the control of the party claiming excuse thereby regardless of the cause of, or the ability of such party to settle, such strike or lockout.

Sec. 21. Counterparts. This Cooperative Agreement may be executed in counterparts, each of which is deemed to be an original, and all such counterparts constitute one and the same instrument.

Sec. 22. Future appropriations. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by either party.

Sec. 23. Termination. In the event that the total project costs based on the actual construction bid exceed $3,900,000, the currently estimated project costs, Kansas City may terminate this agreement by giving 10 days written notice of such notice to Unified Government, and Kansas City will not bill Unified Government for any cost associated with the design.

ATTEST: UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

A Public Corporation constituting both a city and a county under the laws of the State of Kansas

By: ____________________________  By: ___________________________
   Unified Government Clerk         Joe Reardon, Mayor/CEO
   Date: __________________________

APPROVED AS TO FORM:

By: ____________________________
   Misty S. Brown, Assistant Counsel

My Authority expires: ____________________________
KANSAS CITY, MISSOURI

By:

__________________________________

Title:

__________________________________

Date:

__________________________________

Approved as to form:

__________________________________

Assistant City Attorney
<table>
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<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total Est. Cost</th>
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<td>Deck Removal - Spans 1 to 7</td>
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<td>Construct New Sidewalk</td>
<td>105 CY</td>
<td>$1,000</td>
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<td>Construct New Brush Curb</td>
<td>27 CY</td>
<td>$1,000</td>
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<td>Construct New Barrier</td>
<td>55 CY</td>
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<td>Construct New Single Tube Rail</td>
<td>810 LF</td>
<td>$45</td>
<td>$36,450</td>
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<td>Place 8.5 inch Single Course Deck</td>
<td>15849 SF</td>
<td>$32</td>
<td>$507,168</td>
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<td>Install New Strip Seal Expansion Joints</td>
<td>40 LF</td>
<td>$330</td>
<td>$13,200</td>
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<tr>
<td>Install Catch Basins &amp; Downspouts At Joints</td>
<td>1 LS</td>
<td>$4,500</td>
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<tr>
<td>Full Surface Hydrodemolition Of Walls</td>
<td>2680 SF</td>
<td>$8</td>
<td>$21,440</td>
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<tr>
<td>Patching &amp; Leveling Of Walls</td>
<td>1051 SF</td>
<td>$16</td>
<td>$16,816</td>
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<tr>
<td>Wall Joint Clean, Repair &amp; Grout Fill</td>
<td>50 LF</td>
<td>$50</td>
<td>$2,500</td>
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<td>Wall Shotcreteing (1 inch depth)</td>
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<td>Crack Injection At Abutment</td>
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<td>$100</td>
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<td>Unformed Concrete Repair At Abutment</td>
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<td>Unformed Concrete Repair At Bent 2</td>
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<td>$145</td>
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<td>Unformed Concrete Repair At Bent 6</td>
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<td>Epoxy Seal Abutment</td>
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<td>Epoxy Seal Bent 7</td>
<td>721 SF</td>
<td>$6</td>
<td>$4,326</td>
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<tr>
<td>Shore Girders (Span 7 - Bent 7)</td>
<td>1 LS</td>
<td>$30,000</td>
<td>$30,000</td>
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<tr>
<td>Replace Girder End (Span 7 - Bent 7)</td>
<td>783 LB</td>
<td>$10</td>
<td>$7,830</td>
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<tr>
<td>Replace Lateral Bracing (Span 7 - Bent 7)</td>
<td>279 LB</td>
<td>$6</td>
<td>$1,674</td>
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<tr>
<td>Replace Crossframe (Span 7 - Bent 7)</td>
<td>331 LB</td>
<td>$8</td>
<td>$2,648</td>
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<tr>
<td>Clean &amp; Reset Bearings At Abutment</td>
<td>5 EA</td>
<td>$300</td>
<td>$1,500</td>
<td></td>
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<tr>
<td>High Pressure Wash Lateral Bracing Gussets</td>
<td>128 EA</td>
<td>$10</td>
<td>$1,280</td>
<td></td>
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<tr>
<td>Install Bird Spike System On Gussets</td>
<td>128 EA</td>
<td>$100</td>
<td>$12,800</td>
<td></td>
</tr>
<tr>
<td>Paint Steel Framing Adjacent To Joints</td>
<td>968 SF</td>
<td>$15</td>
<td>$14,520</td>
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<tr>
<td>Conduit System On Bridge</td>
<td>0.7 LS</td>
<td>$13,000</td>
<td>$9,100</td>
<td></td>
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<tr>
<td>Lighting</td>
<td>0.7 LS</td>
<td>$10,000</td>
<td>$7,000</td>
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<tr>
<td>Remove Sidewalk At Approach</td>
<td>14 CY</td>
<td>$250</td>
<td>$3,500</td>
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<tr>
<td>Construct Sidewalk At Approach</td>
<td>14 CY</td>
<td>$1,000</td>
<td>$14,000</td>
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<tr>
<td>Clean Drainage Inlet At Abutment</td>
<td>1 LS</td>
<td>$500</td>
<td>$500</td>
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<tr>
<td>Clear Trees From Right Of Way</td>
<td>1 LS</td>
<td>$500</td>
<td>$500</td>
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<tr>
<td>Install New Signage</td>
<td>1 LS</td>
<td>$500</td>
<td>$500</td>
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<td>Approach Roadway Work</td>
<td>1 LS</td>
<td>$25,000</td>
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<tr>
<td>Railroad ROE &amp; RPL Policy</td>
<td>0.3 LS</td>
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<tr>
<td>Railroad Flagging Costs</td>
<td>60 Days</td>
<td>$800</td>
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<tr>
<td></td>
<td>LS</td>
<td>2011 Dollars</td>
<td>2011 Dollars</td>
<td></td>
</tr>
<tr>
<td>--------------------------------</td>
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<td>--------------</td>
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</tr>
<tr>
<td>Temporary Construction Easements</td>
<td>1</td>
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<tr>
<td>Traffic Control @ 2%</td>
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<td>$47,129</td>
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<tr>
<td>Mobilization @ 4%</td>
<td>0.5</td>
<td>$97,143</td>
<td>$48,572</td>
<td></td>
</tr>
</tbody>
</table>

Total Estimated Construction Cost = $1,293,108

Construction Cost Contingency @ 20% = $258,622

Total Estimated Construction Cost With Contingency = $1,551,730

Kansas City, Missouri Internal Costs @ 10% = $155,173

Final Design @ 6% = $93,104

Construction Services @ 10% = $155,173

Total Estimated Project Costs = $1,955,180

*All costs in 2011 dollars.*
### Alt. 2 - Replace Existing Deck, Replace Spans 8 and 9, Remove Bent 8 - Span 8 & 9 Breakout

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total Est. Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Superstructure Removal - Spans 8 &amp; 9</td>
<td>6729</td>
<td>SF</td>
<td>$10</td>
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<tr>
<td>Remove Bent 8</td>
<td>1</td>
<td>LS</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Remove Bent 7 Cap</td>
<td>28</td>
<td>CY</td>
<td>$200</td>
<td>$5,600</td>
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<tr>
<td>Construct New Barrier</td>
<td>24</td>
<td>CY</td>
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<tr>
<td>Construct New Sidewalk</td>
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<td>CY</td>
<td>$1,000</td>
<td>$45,000</td>
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<tr>
<td>Construct New Brush Curb</td>
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<td>CY</td>
<td>$1,000</td>
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<tr>
<td>Construct New Single Tube Rail</td>
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<td>LF</td>
<td>$45</td>
<td>$15,480</td>
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<tr>
<td>New Bent 7 Cap</td>
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<td>CY</td>
<td>$600</td>
<td>$16,800</td>
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<tr>
<td>Bent 7 Strengthening Allowance</td>
<td>1</td>
<td>LS</td>
<td>$50,000</td>
<td>$50,000</td>
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<tr>
<td>Bent 9 Strengthening Allowance</td>
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<td>LS</td>
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<td>New Girders - Spans 8 &amp; 9</td>
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<td>LB</td>
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<td>Place 8.5 inch Single Course Deck</td>
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<td>Elastomeric Bearings - Bent 7 &amp; 9</td>
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<td>EA</td>
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<td>Paint Steel Framing Adjacent To Joints</td>
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<td>SF</td>
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<td>Conduit System On Bridge</td>
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<td>$13,000</td>
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<tr>
<td>Lighting</td>
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<td>$10,000</td>
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<td>Railroad ROE &amp; RPL Policy</td>
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<tr>
<td>Railroad Flagging Costs</td>
<td>60</td>
<td>Days</td>
<td>$800</td>
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<tr>
<td>Traffic Control @ 2%</td>
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<td>$47,129</td>
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<tr>
<td>Mobilization @ 4%</td>
<td>0.5</td>
<td>LS</td>
<td>$97,143</td>
<td>$48,572</td>
</tr>
</tbody>
</table>

Total Estimated Construction Cost = $1,232,959
Construction Cost Contingency @ 20% = $246,592
Total Estimated Construction Cost With Contingency = $1,479,551
Kansas City, Missouri Material Testing @ 2% = $29,591
Final Design @ 6% = $88,774
Construction Services @ 10% = $147,956
Total Estimated Project Costs (without KCMO Internal Admin Cost) = $1,745,872

All costs in 2011 dollars.
### Cost Share Estimate Based On Depreciated Value Assessment Of Span 9

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total Est. Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated New Value Of Span 9*</td>
<td>2174</td>
<td>SF</td>
<td>$259</td>
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</tr>
<tr>
<td>Depreciation Of Span 9 (30 years/75 years = 40%)</td>
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<td></td>
<td></td>
<td>$225,622</td>
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<tr>
<td>Depreciated Value Of Span 9</td>
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<td></td>
<td></td>
<td>$338,433</td>
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<tr>
<td>Span 8-9 Deck Area In KCMO (SF)</td>
<td>3003</td>
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<tr>
<td>Span 8-9 Deck Area in KCK (SF)</td>
<td>3726</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Estimated Cost Share For KCK</td>
<td></td>
<td></td>
<td></td>
<td>$628,296</td>
</tr>
<tr>
<td>Estimated Cost Share For KCMO</td>
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<td></td>
<td>$1,117,576</td>
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</table>

*Unit Cost Value Based on Span 8-9 Breakout above including all contingency, engineering & construction services.

All costs in 2011 dollars.

### Summary of Cost Share

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
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</thead>
<tbody>
<tr>
<td>Total Estimated Project Cost</td>
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<tr>
<td>Estimated Cost Share for KCK</td>
<td>$628,296</td>
</tr>
<tr>
<td>Estimated Cost Share for KCMO</td>
<td>$3,072,756</td>
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# Staff Request for Commission Action

**Tracking No. 120154**

**Type:** Standard  
**Committee:** Public Works and Safety Committee

**Date of Standing Committee Action:** 6/18/2012  
(If none, please explain):

**Proposed for the following Full Commission Meeting Date:** 6/28/2012  
**Confirmed Date:** 6/28/2012

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

| Date: 6/13/2012 | Contact Name: Mike Tobin | Contact Phone: x5747 | Contact Email: jscott@wycokck.org | Ref: | Department / Division: Public Works |

**Item Description:**  
John Garland Park. Reuse Plan  
The results of the EPA study regarding potential future use for John Garland Park.

**Action Requested:**  
Documents presented for review.

Publication Required

**Budget Impact: (if applicable)**

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

---

File Attachment  
File Attachment  
File Attachment  
File Attachment
OVERVIEW
On March 20, 2011, EPA Region 7, Kansas City/Wyandotte County Unified Government (Unified Government) and the Oak Grove Neighborhood Association (OGNA) hosted a community workshop to plan for the reuse of the John Garland Park Site. Participants included neighborhood residents, community leaders, local experts, representatives from City Council, and City Parks and Recreation and Planning.

During the workshop, participants gave input regarding future uses and priorities for the site. This reuse concept plan summarizes the outcome of this workshop, in which participants shared their experience, local knowledge and ideas to identify a concept plan and strategy for positioning John Garland Park as a hub of revitalization for the neighborhood.

VISION
The community stakeholders envision John Garland Park as an active park and sustainability showcase that provides opportunities to improve health and wellness, support green jobs for local residents, and produce healthy food for the neighborhood.

SITE REUSE GOALS
- **Jobs and Income Generation.** Develop opportunities for income generation and jobs for local residents, building on urban agriculture efforts and interest in capitalizing on renewable energy potential.

- **Education and Knowledge Transfer.** Create venues for sharing information and knowledge about the environment, site history, green energy and local food. The site should be a destination for learning.

- **Passive Recreation Opportunities.** Connect the proposed Oak Grove Walk and Bike Trail to recreation opportunities at the site, such as a trail with exercise stations, volleyball court, picnic shelter, and open space for informal recreation.

POSSIBLE FUTURE USES
The Unified Government, neighborhood residents and community stakeholders have identified uses for the site that include recreational amenities, urban agriculture, and renewable energy initiatives.

Workshop participants prioritized uses that leverage the unique assets of the site, including the expansive view and spacious dimensions. The recommendations have been included in the conceptual site plan based on participants’ input and the site’s physical features.
INVESTING IN COMMUNITY

PROGRAM AREA SUITABILITY

Prior to the community workshop, EPA worked with a consultant to develop the site suitability map below. Factors such as slope, soil stability, landfill cap location, remediation controls and accessibility limit the types of future use in certain areas of John Garland Park.

The map below identifies the compatibility of certain uses within reuse zones on the site.

- **Structural Development** refers to areas in which development is not limited by steep grades or remedy components. These areas can accommodate all suggested uses for John Garland Park.
- **Light Structural Development** refers to level areas that can support playing fields or light structures. Footings would be limited to one foot without additional fill, and settlement may occur. Examples of potential uses include picnic structures and ball courts.
- **Non-Structural Development** refers to level areas that can support trails, amenities and infrastructure with minimal footing requirements. Settlement may occur. Examples of potential uses include bike rack station and small sports fields.
- **Areas with Development Limitations** refers to areas in which development may be limited by lack of access, steep grades or remedy components. Potential uses might include walking trails and habitat restoration.

SITE DESIGN

During the reuse planning workshop, participants divided into work groups to explore opportunities and develop ideas around potential features that support the vision for sustainability.

The three work groups focused on:

- Open space, recreation, and cultural amenities
- Urban agriculture
- Renewable energy

Following the work group discussion and design sessions, the groups came together to share ideas, and discuss the integration and prioritization of design components. The concept map (right) demonstrates how the possible components could potentially be located and connected on the property.

PARK FEATURES

Recreation

1. **Pedestrian Path**
   A paved, accessible walking circuit with fitness stations and educational experiences located along the route.

2. **Multipurpose Playing Field**
   Mowed area that can accommodate a variety of informal recreational uses such as soccer and football.

3. **Wild Trails**
   Mowed pathways extending across the eastern slope to provide opportunities for additional exercise and exploration.

4. **Pavilion and Splash Pad**
   A covered area with comfort stations, adjoining a splash pad for seasonal use.

5. **Baseball Field**
   A potential phased park addition to accommodate growing interest in baseball and providing a league venue.

6. **Dog Park**
   A fenced area to accommodate dogs for exercise and socialization.

Renewable Energy

7. **Photovoltaic and Remedy Demonstration Area**
   An area demonstrating renewable energy production using photovoltaic panels, adjacent to a set of active gas vents with educational signage explaining remedy components of the former landfill site.
**Urban Agriculture**

8 **Apiary**
An area designated for beekeeping and educational activities.

9 **Fruit trees**
A grove of fruit-bearing trees planted along the southwest perimeter.

10 **Tilapia Farm and Greenhouse**
A small-scale production facility to encourage visitors to learn about urban agriculture and produce food year-round.
PROJECT PHASING AND IMPLEMENTATION

A phased approach to implementation is outlined below to guide development of the park elements identified in the reuse concept plan.

In addition to site planning, the development of partnerships with institutions, agencies and organizations to provide technical assistance is critical to implement the vision. Examples of assistance needed include:

- Site design
- Energy evaluation (to support urban agriculture and recreational amenities)
- Education and outreach
- Business plan development (for claspa farm)
- Fundraising
- Program development for land leasing

A team of community leaders and EPA Region 7, including EPA's Environmental Finance Center based out of Wichita State University, have agreed to support the Unified Government by offering implementation guidance and coordination. The Action Coalition will identify and leverage resources and sustain momentum around the park's development to guide the implementation and vision for John Garland Park.

<table>
<thead>
<tr>
<th>ACTIVITY (LEAD)</th>
<th>PHASE I</th>
<th>PHASE II</th>
<th>PHASE III</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remedial or regulatory activities</td>
<td>Completion of ambient air monitoring</td>
<td>Technical review of reuse proposals</td>
<td>Technical review of reuse proposals</td>
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<tr>
<td>(Unified Government, EPA, Kansas Department of Health and Environment)</td>
<td>Fence removal/modification</td>
<td>Remedy maintenance and monitoring</td>
<td>Remedy maintenance and monitoring</td>
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<tr>
<td>Planning activities</td>
<td>Detailed site design</td>
<td>Greenhouse/fish tank design and funding</td>
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</tr>
<tr>
<td>(Action Coalition, in coordination with the Unified Government)</td>
<td>Identification of stewardship partners and potential funding opportunities</td>
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<td></td>
</tr>
<tr>
<td>Construction and implementation activities</td>
<td>Meadow/prairie seed planting</td>
<td>Loop trail with exercise stations</td>
<td>Greenhouse/fish tank with photovoltaic installation</td>
</tr>
<tr>
<td>(Project Partners, in coordination with the Unified Government)</td>
<td>Fruit tree planting</td>
<td>Splash pad</td>
<td>Baseball field</td>
</tr>
<tr>
<td></td>
<td>Apiary</td>
<td>Picnic pavilion</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dog park</td>
<td>Informal sports field</td>
<td></td>
</tr>
</tbody>
</table>

PROJECT OVERSIGHT

The Unified Government Public Works Department is responsible for maintaining the site's remedy under regulatory oversight from the Kansas Department of Health and Environment.

Public Works Department goals for the reuse of the site include:

- Ensure that future site uses are compatible with landfill remedy.
- Consider opportunities for recreation, education and demonstration projects.
- Identify partnership opportunities for implementation and funding of future site uses.

For More Information

To learn more about the John Garland Site, contact:

David Doyle, EPA Region 7
913-551-7667 or doyle.david@epa.gov

Owned by the Kansas City/Wyandotte County Unified Government (Unified Government), the John Garland Park Site operated as a landfill facility from 1972 until 1974. After the landfill's closure, a public park was established on the southern portion of the site. The park was part of the original plan for the landfill as a demonstration of surface reuse at sanitary landfills and was intended to serve as a neighborhood amenity. Due to community concerns about environmental health and safety, the Unified Government closed the park in the 1990s.

With oversight from EPA and the Kansas Department of Health and Environment, the Unified Government upgraded the landfill cap in 1993 and completed an upgrade to the landfill gas collection system in 2011. Along with these remedy improvements, EPA has evaluated site conditions to ensure the site is safe to return to recreational use.
MEMORANDUM

TO:         Dennis Hays, County Administrator

FROM:       Commissioner Nathan Barnes

DATE:       June 5, 2012

SUBJECT:    Curb and Sidewalks

I would like to request bringing back before the Standing Committee the Curb & Sidewalk program, specifically the amount of funds and the exclusion of curbs.

I do appreciate your consideration of this request and feel free to contact me with any questions.

cc: Bob Roddy, Director of Public Works
    Tim Nick, Program Coordinator
From: Murgula, Ann  
Sent: Monday, June 11, 2012 2:38 PM  
To: Cobbins, Bridgette D  
Subject:  

Bridgette –  

Can you please put on PW and Safety Standing Committee the Grind and Overlay policy. I want to discuss a policy change with this issue.
Board of Commissioners
701 N. 7th Street, Room 979
Kansas City, Kansas 66101
Phone: (913) 573-5040
Fax: (913) 573-5050

MEMORANDUM

TO: Joe Reardon, Mayor/CEO
    Board of Commissioners
    Dennis M. Hays, County Administrator

FROM: Ann Brandau-Murguia, Commissioner District 3

DATE: June 14, 2012

SUBJECT: PROPOSED REVISION TO THE ANNUAL GRIND OVERLAY CMIP PROGRAM

Earlier I had asked that this topic be place on the agenda on Monday evening’s Public Works Standing Committee. I am providing this memo including the attached proposed program revision for standing committee discussion and consideration.

Simply stated I believe the proposal would provide flexibility in meeting the many infrastructure needs in my district and throughout the city. I look forward to our discussion in this matter and would be pleased to speak to any of you in advance regarding this proposal.

Attachment
PROPOSED REVISION TO THE ANNUAL GRIND
AND OVERLAY CMIP PROGRAM
JUNE 2012

HISTORY: For more than 20 years dating back prior to City/County Consolidation in 1997 the City of Kansas City, Kansas established a CMIP Annual program to fund resurfacing of existing streets throughout the community. The Unified Government Commission has maintained this program and has annually allocated funding to resurface streets in a program known as the Annual Neighborhood Grind and Overlay Program. The scope of this CMIP Program has been limited to street resurfacing. Other infrastructure improvements such as curbs, sidewalks, storm water improvement nor alleyways have historically not been included in the Grind and Overlay Program, although most recently handicapped ramp ways have been installed in conjunction with resurfacing projects to meet federal ADA requirements.

CURRENT PROCESS: Based on a survey of conditions of neighborhood streets as determined by engineering staff, the County Engineer develops a listing for each Commission District of streets in most need of resurfacing using technical information about street condition. The County Engineer then meets with each District Commissioner to discuss the proposed street improvements in each district to seek input from each Commissioner respectively. The listing of locations is then finalized and the local utility companies are then notified in a coordination effort so that they are able to make any needed utility repairs or improvements in advance of the resurfacing. Thus, avoiding a newly resurfaced street from being torn up by utility companies.

PROPOSED PROGRAM REVISION: In an effort to meet neighborhood infrastructure needs, it is proposed that the scope of the current Grind and Overlay Program be expanded to allow inclusion of related street improvements such as curb, sidewalk, alleyway and related stormwater improvements and that funding for these related improvements be limited to not more than 20% of the district annual allotment as the primary program purpose of this remains to reinvest in neighborhood streets. Exercising this option would be at the discretion of the District Commissioner in consultation with the Public works staff.
Infrastructure

Goal: Improve and finance infrastructure to comply with federal regulations, encourage private investment, and build community.

I. Short Term
   A. Before July 1, 2012, finalize the a four-year program of neighborhood infrastructure totaling $4,400,000.00 for 2012-2015. Program and begin the planning following for 2013 construction.

   B. Alter the CMIP process by March 1, 2013 to include a more detail prioritization process.
      - The process will include realistic funds to be planned and assigned.
      - The selected projects will be based on a benefit analysis/
      - Priority consideration should also include federal regulations & leveraged private investment.
      - Finalize the consensus in direction on the Public Building Commission and complete the PBC plan by December 31, 2012.

II. Long Term
   A. Establish a process so that the first two years of the five-year CMIP are finalized and only the last three years are revisited in the annual budget review.

   B. Develop departmental 5-10 year facility master plans for those that use CMIP funding.

   C. Develop a planned maintenance/replacement schedule for all UG-owned facilities using the same "cost recovery in lieu of rent" analysis so that we “pay true cost as we go.”

   D. Provide sufficient funds for compliance with all federal consent orders.
Environment

Goal: Ensure natural resources are protected to the maximum extent possible; opportunities for additional natural areas are pursued; and the park system is enhanced.

I. Short Term
   A. Implement the new Deffenbuagh contract for the UG

   B. Continue to negotiate with EPA and State Government environmental compliance that results in meaningful environment benefits.
      - Planning will include holistic watershed

   C. As part of urban land management, encourage urban and community gardening, including the abandoned lots a gardening adoption program and considering what the UG can do to support beneficial use of land through the energy efficiency program of the BPU

II. Long Term

   A. Expand parks and green space when appropriate and reasonable.

   B. Review the issue of air quality and whether the UG should still allow burning permits

   C. Review the sustainable community concept and determine which, if any, sustainable management practices it should adopt.
Public Safety

Goal: Provide the public's safety through best practices with results in lower crime rate, safer dwellings and businesses and efficient court services.

I. Short Term
A. Identify public perception of public safety and then develop public education program, focusing on core issues of crime, firefighting and inmate housing outcomes and resources, compared with national standards.

B. Approach public safety in a holistic manner, with the police department, sheriff, courts, district attorney and corrections working together, using technology to foster communication among these agencies.

C. Work within the UG organizations, social service providers and outside agencies to address mental health issues, which daily influence public safety operations.

II. Long Term
A. Develop master plan for public safety programming, facilities and staff.

B. Research and implement best practices for policies and enforcement strategies

C. Staff public safety services adequately with a workforce reflective of the community.

D. Determine alternatives to detention and prosecution.

E. Use task force approach to target high-risk violent and drug crimes.

F. Continue to research and implement best practices (national standards) to insure the safety of our residents and firefighters.

G. Provide for and maintain a standard of excellence for response times across our entire community as a whole for fire suppression and EMS response.