I. Call to Order / Roll Call

II. Approval of standing committee minutes from March 18, 2013.

III. Committee Agenda

Item No. 1 - GRANT: FY2013 COPS HIRING PROGRAM

Synopsis:
Requesting approval to submit an application for the FY2013 COPS Hiring Program through the US Dept. of Justice to fund eight new police officer positions, submitted by Terry Zeigler, Assistant Police Chief. There is a 25% local match and a requirement to retain each officer position for at least twelve months at the conclusion of the three-year federal funding period.

Tracking #: 130190
Item No. 2 - ORDINANCE: UPDATE CHAPTER 22

Synopsis:
Tracking #: 130174

Item No. 3 - COMMUNICATION: PARK GROUND FOR COMMUNITY GARDEN

Synopsis:
Communication regarding the Kansas City Community Gardens' request to use about three-fourths of an acre of Northup Park for a community garden, submitted by Margie Witt, Director of Parks and Recreation.

No action required.
Tracking #: 130147

Item No. 4 - GRANT: H2O TO GROW

Synopsis:
Proposal for a new grant program to assist groups that create and sponsor a community garden with the cost of establishing potable water connections, submitted by Bill Heatherman, County Engineer.
Tracking #: 130173

Item No. 5 - GRANT: TIGER V

Synopsis:
Discussion regarding application for the TIGER V grant to fund the construction of the State Avenue and Village West interchange, submitted by Bill Heatherman, County Engineer.

Not recommended for approval at this time.
Tracking #: 130169
Item No. 6 - RESOLUTION: LIGHTING FOR TURNER COMMUNITY WALKING PARK

Synopsis:
A resolution authorizing the UG to enter into a funding agreement with the Turner Recreation Commission for lighting improvements at the Turner Community Walking Park, submitted by Bill Heatherman, County Engineer. This is a Commissioner Neighborhood Infrastructure Improvement Project (CNIP) in District 6 and is included in the CMIP budget.
Tracking #: 130168

Item No. 7 - UPDATE: YARD WASTE CONTRACT

Synopsis:
Update provided by Mike Tobin, Public Works on:
1. Current status of yard waste disposal
2. Impact of Emerald Ash Borer as it relates to yard waste

For information only.
Tracking #: 130195

IV. Public Agenda

Item No. 1 - APPEARANCE: JANE VOGL

Synopsis:
Appearance of Jane Vogl, Spring Valley Neighborhood Association, to express her gratitude of the Police and Fire departments for their dedication and service.
Tracking #: 130189
V. **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.
d. **Multimodal Transportation.** Create a transportation system that moves people to where they want to go including work, services, and amenities.

**Tracking #: 120155**

VI. **Adjourn**
The meeting of the Public Works and Safety Standing Committee was held on Monday, March 18, 2013, 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 Markley, Murguia, Cooley; and BPU Board Member Colombel. Commissioner Ellison 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 February 19, 2013. **On motion of Commissioner Cooley, seconded by Commissioner Markley, the minutes were approved.** Motion carried unanimously.

Committee Agenda:

**Item No. 1 – 130116…** A resolution declaring the necessity and authorizing a survey of land for the 51st and Rowland Culvert Rehab Project, CMIP #5311, submitted by Sarah Fjell, Engineering.

**Bill Heatherman, County Engineer,** stated this is an item that simply authorizes us to go ahead and start the process of surveys that would support residential easement acquisition. It is a culvert rehabilitation at 51st & Rowland. There are no takings of homes. It would just be temporary and permanent drainage easements.

**Action:** Commissioner Cooley made a motion, seconded by Commissioner Markley, **to approve.** Roll call was taken and there were five “Ayes,” Colombel, Cooley, Markley, Murguia, Mendez.
Item No. 2 – 130117… A resolution declaring the necessity and authorizing a survey of land for the Turkey Creek-Missouri Interceptor Project, CMIP #5005, submitted by Sarah Fjell, Engineering. This is part of the agreement between the Corps of Engineers, the UG, and KCMO.

Bill Heatherman, County Engineer, stated this is a similar type of action item. The only comment I will make on this is this Missouri interceptor does represent the final core UG joint project as part of this series. We are getting to the end of the line in terms of design efforts so the project is quite large and going well.

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

Item No. 3 – 130115… A communication regarding USD 500 agreeing in principal to return property at 9th & Parallel to the UG to develop an athletic field, submitted by Robert Roddy, Public Works Director. The 3.6 acres will be physically improved primarily for football playing use. This is part of the CNIP program.

Bill Heatherman, County Engineer, stated as part of the CNIP program for District 4, the priority project was an athletic field for football and the location here that is being discussed used to be UG property. It was transferred to the school district at one point and now we’ve requested for it to be transferred back. The communications are ongoing with the district, but this is just to advise you of the activity that is going on. As I understand it, things are looking promising for that acquisition to occur.

I had understood that this was an information only item. I am looking here at action requested—I guess I’m a little unclear of whether there was actual action that needed to be taken here tonight. We don’t actually have a formal agreement yet, I don’t believe, Gordon, unless you’re aware differently.

March 18, 2013
Gordon Criswell, Assistant County Administrator, stated I don’t think we do. It’s still in the process unless the legal eagles know something we don’t.

Ken Moore, Deputy Chief Counsel, stated my understanding at this point in time is it was just for information. We are trying to finalize the deal, As Mr. Heatherman communicated, in 1986, we transferred to the school district and we are asking them to transfer it back for this football field. It can be essentially handled administratively but we just wanted to let you know. It was also authorized as part of the CNIP so in that regard, it’s already been authorized. Mr. Heatherman stated, Ken, just for clarification, we won’t need to come back. We wouldn’t be planning to come back to this committee for any further actions on it. This is really just an information item. Mr. Moore stated correct. It’s really unnecessary unless the deal changes completely.

Commissioner Markley stated it they give the transfer back, this will fall under UG Parks & Recreation and we’ll be handling any maintenance and the scheduling and all that good stuff. Mr. Moore said that I don’t know. Mr. Heatherman stated that had been my understanding. It would be Unified Government, I believe, Parks and Recreation but I can have Bob verify that.

Commissioner Cooley asked but there is no action. Mr. Heatherman stated no. Ken, unless you feel there should be action taken tonight, I had understood no action taken. Mr. Moore said that’s my understanding. Mr. Heatherman said the actual acceptance of the property will simply be done by the County Administrator’s Office.

Action: No action taken.

Item No. 4 – 130118… An ordinance proposing amendments to the sale and storage of fireworks, submitted by Gary Ortiz, Assistant County Administrator. Additionally, the Business License Administrator would like to discuss a proposed two-tiered licensing fee system based on the square footage of the operation.
Gordon Criswell, Assistant County Administrator, stated this is an ordinance that was put together for Commissioner Markley to try to addresses a couple of things. One was the luminary candles. The Chief was looking for authority to band those. Commissioner Markley stated I was going to say that wasn’t my idea because I love those things, but I understand.

Mr. Criswell stated the other issue in their amendment to the fireworks ordinance is prohibiting the establishment of fireworks stands on property that owes taxes and prohibiting the seller of fireworks to sell fireworks if they owe taxes. This just literally puts into law that the inability of either party to sell or rent space for fireworks if they owe taxes to the UG.

Chairman Mendez asked who does that research. Mr. Criswell stated the License Department, I believe.

Phil Henderson, License Administrator, stated part of this is already in place in terms of the individual who would be the licensee. We do get tax clearance letters from the state indicating that they have no tax obligation. If the county or city has turned any over to the state, that’s identified. Into identifying the property as not being at any point delinquent, that’s going to be kind of new to us so we are going to have to identify a mechanism whether it be us that identifies it through county records or have the individuals provide verification that they are not delinquent. It did raise one question and I’m not quite sure the mechanics of how that will work because with the change to the ordinance the way the Fire Marshal is requiring applications to be submitted in time for them to be able to evaluate and approve a stand, that’s actually being done during the month of May. During the month of May would be a time when those first halves of taxes would be due. We would not actually be issuing the license until June, in which case, if they did not pay their tax in May, they would be delinquent in June. We’ve got to figure the mechanisms on that side of it.

Commissioner Markley stated I see that deadline issue, but I don’t know that it really bothers me the way how you figure out how to make that work. I think we are really talking about those properties where they are three years behind and trying to catch-up with those is, I think, the bigger concern. However it works out within your system, I think it’s fine. If they aren’t paying for three years at a time, we’re going to see it no matter what.
**BPU Board Member Colombel** stated I kind of agree with Angela. It seems to me that if the issuance time is in June and the payment time is in May, then it would be for the previous year taxes; not for that month’s taxes.

**Commissioner Cooley** stated I’d go along with that because the first half of your taxes aren’t delinquent until June 20th. That’s two weeks from the 4th of July. That really condenses your time for any kind of review. To make it easy on staff and make it easy on the process, I would say if you’re delinquent in the previous year or years, that would be the red flag and not the current year.

**John Paul Jones, Fire Chief,** stated I support that reasoning. I think that as long as they are not delinquent at the time the application period expires, I think that would probably be the best way to go. I also support this proposed modification to this ordinance. I think it is a good thing.

**Mr. Henderson** stated there are a few hurdles that they’ll have to work out. I think we’ll be able to work that out as to the administration of that and doing the research necessary to determine who’s delinquent. We’ll have a little leeway as to how that final determination is made. I’m confident Phil’s office will be able to work with the Fire Marshal’s office and find a way to get that done.

**BPU Board Member Colombel** asked doesn’t about the same people have fireworks stands every year. Do you send letters out to them? What is the notification process? In other words, if you’re going to notify the same people that have been normally applying or putting it out there, could you not add in the letter that the ordinance changed, that your taxes must be current as of this year and not…**Chief Jones** said absolutely. I think it would be imperative for us to…**BPU Board Member Colombel** said maybe they could bring in proof.

**Chief Jones** stated we get a letter out advising of the change in the ordinance so that they are aware of it and I think you will see that they’ll get squared up on their taxes.

**Commissioner Cooley** asked what’s the deadline for them to apply for a fireworks stand license. **Chief Jones** asked do you have the timeline. **Mr. Henderson** stated applications are going to be

March 18, 2013
available to be picked up on the 1st of April. We will start accepting applications beginning the 29th of April. The Fire Marshal has set a cutoff date as May 17th as the last day applications would be accepted. They have their review period and those for some reason the stand configuration won’t fit, they’ll have an opportunity to reset and then we would actually be issuing the licenses beginning June 18th.

Chief Jones stated we developed this. This is relatively new as far as the procedures involved so that there will be enough time administratively to review properly. Before, there were only a few days where we would know who had a license and where and they’re already putting stands up and it’s just about too late to enforce. This gives us plenty of time and they have to submit a plan showing a diagram, etc. We will have all the information contained within their application ahead of time. It allows better ability to enforce the ordinance.

Commissioner Cooley stated that’s where I was going with the question because I think it fits what Loretta is saying. Some of the people who apply year after year and think that they’ve got a little later time to make the application and then all of a sudden they get surprised and say you should have notified us. We’ll hear about it. I think some letters sent out to those applicants—maybe even a couple of years in the past, maybe they didn’t have one last year because some of these are fundraising, non-for-profits and they may not have gotten their act together last year or something like that. I hate to put an extra burden on you, but if you could do it in like maybe two or three years in the past. Mr. Henderson stated I think we have that list. Commissioner, to that point, actually on February 22nd, and last year we had done the same thing, but we actually send out kind of an advance notice to licensees that have held licenses the previous year and the year before that identifying them kind of what the timeframe was and have always identified that there are some expected changes and kind of giving them an idea when things will be available and to look for those changes. They’re not really caught off guard if they’ve been a licensed applicant in the last couple of years.

Chairman Mendez stated it’s been suggested by Gordon Criswell that we gave you a walk-through the process. Mr. Criswell said the two-tier fee structure, Phil, that you’re recommending. Mr. Henderson stated there is one additional comment. It’s already in the ordinance as it is written that the County Administrator determines the fee amount for the license.
Recommendation has been made that there actually be a two-tier or a two-fee structure. The current fee, as it currently exists, would be recommended to remain the same. Last year, at 48 stands there was a wide disparity from a small stand of about 72 sq. ft. as measured by the Fire Marshal, to one of over about 8,000 sq. ft. The thought being, that the Fire Marshal has to spend a great deal more time evaluating a particular stand. The larger they are, the more complex it becomes; the more problematic it becomes.

There was also last August, this particular committee at the conclusion of the fireworks stands, had some issues and questions for Public Works on the amount of money that was spent for clean-up, refuse, and the display material. There was a substantial amount. The Fire Marshal identified that Public Works spent about $76,000 on the clean-up. Commissioner Cooley asked these clean-ups of the fireworks stands. Mr. Henderson stated not on the fire stands. This was consumer debris. That thought being, and I believe Commissioner Murguia actually had questions regarding the amount of revenue that was generated from the licenses. Now there is an additional—I don’t have last year’s figure, but the year before there was about $140,000 of sales tax that was also generated. I think your concern was the city is paying to be able to have the stands out there. It’s not quite that way. The thought being that the Fire Marshal is spending more time to evaluate, Public Works have more expense in the clean-up. The bigger stand is going to push more product; they should pay a slightly higher fee because they are going to be contributing more to that overall debris and to the overall expense so the recommendation was made to the County Administrator that two fees be set. The current fee would be existent for every stand still remain at $1,060 and then a 25% increase for those that would want a stand over 3,000 sq. ft. The thought being that smaller stands are not going to be adversely affected. It’s going to remain the same since they’re temporary; they’re portable. They’re able to establish the size of their stand so no particular fireworks stand licensee should be negatively affected by this except by their choice.

Commissioner Murguia stated that’s great. Commissioner Cooley said good idea. Mr. Henderson and that part is more just informational, recommendation to the County Administrator.

Commissioner Murguia stated so that’s just been recommended. That hasn’t been implemented? Mr. Henderson stated I don’t know where the County Administrator is on that
recommendation. It’s on his desk. He wanted information to the Commissioners at this standing committee.

**BPU Board Member Colombel** stated it says there’s action requested to authorize him to do that. **Mr. Henderson** stated it’s actually in ordinance that he sets the fees. The actionable parts of this ordinance would be regarding luminaries and the tax parts. **Commissioner Murguia** stated so he’s just looking for feedback from us, the action taken, as to whether or not we give him the authority to do that. **Mr. Henderson** stated I believe it was the concurrence or if there were concerns or issues that the Commissioners would have.

**Action:** **Commissioner Murguia made a motion for approval.** **Commissioner Cooley** said let me qualify that a little bit, move for approval and encourage the two-tier pay schedule. **Commissioner Murguia** said yes. **Commissioner Cooley** said so the County Administrator will know where we stand. I concur. **Commissioner Murguia** said yes, I agree. **Commissioner Markley** seconded the motion. Roll call was taken and there were five “Ayes,” Colombel, Cooley, Markley, Murguia, Mendez.

Adjourn

**Chairman Mendez** adjourned the meeting at 5:20 p.m.

**tk**
# Staff Request for Commission Action

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

**Date of Standing Committee Action:** 5/13/2013  
(If none, please explain):

**Proposed for the following Full Commission Meeting Date:** 6/6/2013  
**Confirmed Date:** 6/6/2013

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

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<tr>
<th>Date</th>
<th>Contact Name</th>
<th>Contact Phone</th>
<th>Contact Email</th>
<th>Ref</th>
<th>Department / Division</th>
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<tr>
<td>5/8/2013</td>
<td>Asst. Chief Terry Zeigler</td>
<td>913-573-6144</td>
<td><a href="mailto:tzeigler@kckpd.org">tzeigler@kckpd.org</a></td>
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**Item Description:**
The KCK Police Dept. is seeking approval to apply for the FY2013 COPS Hiring Program Grant through the US Dept. of Justice. The Police Dept. is proposing creating 8 new police officer positions under the COPS Grant. Grant recipients may receive up to $125,000 per officer position for salaries and benefits, or up to $1,000,000 for 8 new officer positions, over a 3 year period. There is a minimum 25% local match requirement and a requirement that the Unified Gov't retain each officer position for at least 12 months at the conclusion of the 3 years of federal funding. The estimated cost to the Unified Gov't over a 4 year period is $1,431,557.

**Action Requested:**
Formal approval for the Police Dept. to apply to the US Dept. of Justice for the FY2013 COPS Hiring Program Grant to create and hire 8 new Community Police Officers positions.

**Publication Required**

**Budget Impact:** (if applicable)

| Amount: $1,431,557  
Source: General Fund  
☑ Included In Budget  
☑ Other (explain) |  
Policy action. 8 new positions requiring 25% local funding.  
Requesting budget enhancement over the next 4 years |
RE: 2013 COPS Hiring Program (CHP) Application Period – NOW OPEN!

Dear Colleague:

I am pleased to announce that the application period for the 2013 COPS Hiring Program (CHP) is now open. Applications for this year’s CHP solicitation must be complete and submitted by 7:59 PM EDT on Wednesday, May 22, 2013, in order to receive consideration. CHP is a competitive grant program that provides funding directly to law enforcement agencies having primary law enforcement authority to impact their community policing capacity and problem solving efforts.

Under Fiscal Year (FY) 2013 CHP, awardees may receive up to 75 percent of the approved entry-level officer salary and fringe benefit costs, with a minimum 25 percent local cash match requirement and a maximum federal share of $125,000 per officer position over a three-year grant period. Grant funds may be used to hire new, full-time sworn officer positions, to rehire officers who have been laid off, or to rehire officers who are scheduled to be laid off on a specific future date as a result of local budget cuts. As in the past, CHP requires that each position awarded be retained with local funds for a minimum of 12 months at the conclusion of 36 months of federal funding for each position. Applicants must also use awarded CHP funding to supplement (increase) state, local and/or Bureau of Indian Affairs funds that otherwise would have been dedicated to sworn officer positions in the absence of the grant. FY 2013 CHP funding is limited, and all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. For detailed information on CHP program requirements, application instructions, FAQs and more, please visit the CHP page on the COPS website at www.cops.usdoj.gov/Default.asp?Item=2367.

Please note that applications for this program must be submitted in two parts. First, applicants must apply online via www.grants.gov to complete the SF-424, the government-wide standard form required for competitive grant application packages. Once the SF-424 has been submitted, you will receive an e-mail with instructions on completing the second part of the CHP application through the COPS Office Online Application System (CAPS), found on the COPS Office website at www.cops.usdoj.gov through the “Account Access” link in the upper right hand corner.

We thank you for your time and cooperation during the CHP application review process. If you have questions about completing a 2013 CHP application, please contact the COPS Response Center at 1.800.421.6770.

Sincerely,

Joshua A. Ederheimer
Acting Director

ADVANCING PUBLIC SAFETY THROUGH COMMUNITY POLICING
Important Changes to the FY2013 COPS Hiring Program

School Resource Officers (SRO)

The issue of school safety has emerged as a national priority with the law enforcement community, educators, and the general public. As such, additional consideration will be given for applicants who indicate that the officer positions requested will be deployed as SROs. If your agency requests officer position(s) to deploy as SROs, you must select “School Based Policing through School Resource Officers” as your community policing problem area in Section 6B of the online application. Please note that if your agency is awarded CHP funding under this problem area, your agency will not be able to change the problem area in your community policing plans post-award.

Additionally, all of the officer position(s) requested must be used to deploy full-time SROs; do not request more officer positions than your agency can expect to deploy in this capacity. Please note that the COPS Office requires that the officer(s) deployed into the SRO position(s) spend a minimum of 75 percent of their time in and around primary and/or secondary schools, working on youth-related activities. There must be an increase in the level of community policing activities performed in and around primary and/or secondary schools as a result of the grant. CHP grantees who use CHP funding to deploy SROs will also be required to submit to the COPS Office the contact information for each school partner where they intend to deploy the SROs, and to provide a Memorandum of Understanding between the CHP grantee and the school partner.

Military Veterans

Under FY2012 CHP, grantees awarded funding under the new hire category were required to hire a “military veteran who served on active duty for a period of at least 180 days, any part of which occurred beginning on or after September 11, 2001, to the present, and who has been discharged or released from active duty in the armed forces under honorable conditions.” Please note that while hiring military veterans as new hires is not a grant requirement under 2013 CHP, the COPS Office supports the Attorney General’s commitment to hiring military veterans whenever possible. To this end, applicants who commit to taking active steps to recruit, hire and deploy at least one military veteran under FY2013 CHP will receive additional consideration for CHP funding (these military veterans may be in any of the three hiring categories, not just new hires.)

Homicide and Gun Violence

The COPS Office supports the Attorney General’s priority goal of reducing violent crime, especially if gun related. Applicants who choose “Homicide” or “Gun Violence” as their community policing problem area in Section 6B of their 2013 CHP application will receive additional consideration for CHP funding. However, if awarded CHP funding, grantees that chose these specific community policing problem areas will not be allowed to change them post-award.

Additional details about these and other FY2013 CHP requirements can be found in the program’s Application Guide (instructions), available to your agency at www.cops.usdoj.gov/pdf/2013AwardDocs/CHP/2013-CHP-AppGuide.pdf; frequently asked questions are also available and can be found at www.cops.usdoj.gov/pdf/2013AwardDocs/CHP/2013-CHP-FAQs.pdf.
Preparing Your Application

The COPS Office wants to ensure that your agency has sufficient time to complete your CHP application; we strongly recommend that your agency begin preparations for your application at this time. To minimize delays in submitting your application, please take some time now to address the following:

- It is strongly recommended that applicants register immediately on www.grants.gov. For instructions on how to register with Grants.gov please visit www.grants.gov/assets/OrgRegGuide.pdf. In addition, applicants are strongly encouraged to complete the SF-424 as quickly as possible. For technical assistance with submitting the SF-424, call the Grants.gov Contact Center at 1.800.518.4726 or e-mail support@grants.gov.

- Visit the “Account Access” portion of the COPS web site at www.cops.usdoj.gov to determine if your agency currently has an active online account and/or how to create one. Please note that the COPS Agency Portal (“Account Access”) has recently been modified. Answers to frequently asked questions regarding the COPS Agency Portal can be found at: www.cops.usdoj.gov/Default.asp?Item=2566 or by contacting the COPS Response Center at 1.800.421.6770.

- If you do not remember your password or user name and need assistance with creating an account and/or system access, or you would like to verify your agency’s correct ORI number, call 1.800.421.6770 between 9:00 AM and 5:00 PM EDT, or e-mail askCopsRC@usdoj.gov.

- Once logged into “Account Access,” your agency will be able to add additional user accounts and also update your agency contact and address information. Please ensure that your agency’s Law Enforcement Executive, Government Executive, and point of contact information are current with our office.

- A Data Universal Numbering System (DUNS) number is required to submit applications for COPS funding. A DUNS number is a unique nine or thirteen-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. Please note that obtaining a DUNS number may take one to two business days. Visit www.dnb.com/us to obtain or verify your number.

- In addition to the DUNS number requirement, all applicants for federal financial assistance must be registered in the System for Award Management (SAM) database prior to submitting an application. The SAM database is the repository for standard information about federal financial assistance applicants, recipients, and sub-recipients. Applicants must maintain an active SAM registration with current information at all times during the grant application process and, if awarded, the grant award period. If you have an active SAM registration that is set to expire before September 30, 2013, you must renew your SAM registration before completing the application. Please note that the SAM verification process may take up to two weeks to complete. To register or to verify that your SAM registration has not expired, please visit www.sam.gov.

- You will be required to provide the unique Geographic Names Information System (GNIS) identification number assigned to your agency. To look up your GNIS Feature ID, please visit: http://geonames.usgs.gov/domestic/index.html.

- Prepare to identify one community policing problem your agency will address with the requested funding. Consider your current and planned community policing efforts and how they build community partnerships, complement other community initiatives, and lead to organizational transformation.

- Gather information devoted to the need for federal assistance, including layoff and furlough information, and unemployment rates.

- Prepare current budgetary information, such as current and projected entry-level officer salary and benefits.
• Determine if your agency can meet the local cash match and federal share requirements, or whether a waiver of the local cash match will be requested based on severe fiscal distress.

• Applicants should note that all recipients of awards of $25,000 or more under this solicitation, consistent with the Federal Funding Accountability and Transparency Act (FFATA), will be required to report award information on any first-tier subawards totaling $25,000 or more, and, in certain cases, to report information on the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients. If applicable, the FFATA Subaward Reporting System (FSRS), accessible via the Internet at www.fsrs.gov, is the reporting tool recipients under this solicitation will use to capture and report subaward information and any executive compensation data required by FFATA. The subaward information entered in FSRS will then be displayed on www.USASpending.gov associated with the prime award, furthering Federal spending transparency. Each applicant entity must ensure that it has the necessary processes and systems in place to comply with the applicable reporting requirements should it receive funding.

• All applicants should note that all recipients, as a condition of receipt of federal assistance, must acknowledge and agree that they will not (and will require any subgrantees, contractors, successors, transferees, and assignees not to), on the ground of race, color, religion, national origin, sex, disability, or age, unlawfully exclude any person from participation in, deny the benefits of or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with federal funds. These civil rights requirements are found in the non-discrimination provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. § 3789d); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. §6101, et seq.); Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 et seq.); and the corresponding DOJ regulations implementing those statutes at 28 C.F.R. part 42 (subparts C, D, E, G, and I). It will also comply with Executive Order 13279 Equal Treatment for Faith-Based Organizations and its implementing regulations at 28 C.F.R Part 38, which requires equal treatment of religious organizations in the funding process and nondiscrimination of beneficiaries by Faith-Based Organizations on the basis of belief or non-belief.
**Staff Request for Commission Action**

**Tracking No. 130174**

- **Type:** Standard
- **Committee:** Public Works and Safety Committee
- **Date of Standing Committee Action:** 5/13/2013
- **Proposed for the following Full Commission Meeting Date:** 5/30/2013
- **Confirmed Date:** 5/30/2013
- **Contact Name:** Brandy Nichols
- **Contact Phone:** x5086
- **Contact Email:** bnichols@wycokck.org
- **Ref:** Legal
- **Department / Division:** Legal

### Item Description:

Ordinance updating Chapter 22 (Miscellaneous Provisions and Offenses) of the 2008 Code of Ordinances to reflect changes made by Kansas Legislature in 2011 and 2012. Sections 22-343, 22-7, 22-121, 1-15, 22-41, 22-345, 22-352, 22-353, 22-204 have been amended. New sections relating to simulating legal process, carrying concealed explosives, and endangerment have been added.

### Action Requested:

Adoption of ordinance amending Chapter 22 of the 2008 Code of Ordinances

- **Publication Required**
- **Budget Impact:** (if applicable)
  - **Amount:** $
  - **Source:**
    - Included In Budget
    - Other (explain)

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File Attachment
File Attachment
Memorandum

To: Unified Government Board of Commissioners

From: Brandy Nichols, Assistant Attorney

Cc: Jody Boeding, Chief Counsel

Date: May 6, 2013

Re: Amendments to the Public Offense Code

This memo is to explain the changes and additions to the current Public Offense Code made in the attached ordinance.

Chapter 22 Changes:

- Sec. 22-343 Assault on a law enforcement officer. Adds subsection (b) pertaining to university/campus police.

- Sec. 22-7 Petty theft. Adds subsection (5) pertaining to gasoline theft.

- Sec. 22-121 Harassment by telephone. Adds “text” and “images” to harassment. Adds subsection (7) to include communication to a court for use other than court business.

- Sec. 1-15 Conspiracy. Adds subsection (b) which states actual intent of co-conspirator is irrelevant.

- Sec. 22-41 Domestic Battery. Amends subsections (a)(1) and (a)(2) to read “knowingly” instead of “intentionally”.

- Sec. 22-353 Violation of court order. Simple change adding subsection (3) which states violation is a class B misdemeanor violation.
• Sec. 22-352  
  *Violation of protective order*. Minor changes which amends the current ordinance to reflect new K.S.A. references.

• Sec. 22-204  
  *Furnishing cigarettes to minors*. Updates ordinance to include “electronic cigarettes” defining “electronic cigarette” as a battery-powered device, whether or not such device is shaped like a cigarette, that can provide inhaled doses of nicotine by delivering a vaporized solution by means of cartridges or other chemical delivery systems.

• Sec. 22-345  
  *Escape from custody*. Adds subsection (b)(2) which includes escape from state hospital to ordinance.

• New Section  
  *Simulating legal process*. Printing or distributing any document which purports to be, or is designed to cause others to believe it is a summons, petition, complaint or other legal process is a Class A misdemeanor.

• New Section  
  *Carrying concealed explosives*. The carrying of any explosive or detonating substance is a Class A misdemeanor.

• New Section  
  *Endangerment*. Recklessly exposing another person to a danger of great bodily harm is a Class A misdemeanor.
ORDINANCE NO. ________________

An ordinance relating to Chapter 22, Miscellaneous Provisions and Offenses, of the 2008 Code of Ordinances and Resolutions of the Unified Government; amending Section 22-343 by adding new definition of “law enforcement officer”; amending Section 22-7 by adding subsection for gasoline theft; amending Section 22-121 to specifically add “text” and “images”; amending Section 1-15, 22-41, 22-345; 22-352, 22-353; amending Section 22-204 to include “electronic cigarettes”; amending Chapter 22 by adding new sections relating to simulating legal process, carrying concealed explosives, and endangerment; and repealing the original Sections 22-343, 22-7, 22-121, 1-15, 22-41, 22-345, 22-352, 22-353, and 22-204.

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

Section 1. That Section 22-343 of the 2008 Code of Ordinances and Resolutions of the Unified Government be and the same is hereby amended to read as follows:

Sec. 22-343. Assault on a Law Enforcement Officer.

(a) Assault of a law enforcement officer is an assault, as defined in section 22-33, committed against:

(1) a uniformed or properly identified state, county, or city law enforcement officer while such officer is engaged in the performance of such officer’s duty; or
(2) a uniformed or properly identified university or campus police officer while such officer is engaged in the performance of such officer’s duty; or

(b) Assault of a law enforcement officer is a class A violation.

Section 2. That Section 22-7 of the 2008 Code of Ordinances and Resolutions of the Unified Government be and the same is hereby amended to read as follows:

Sec. 22-7. Petty Theft.

(a) Petty theft is any of the following acts done with intent to deprive the owner permanently of the possession, use, or benefit of the owner’s property that is under the value of $1,000.00:

(1) obtaining or exerting unauthorized control over property;
(2) obtaining control over property by deception;
(3) obtaining control over property by threat
(4) obtaining control over stolen property knowing the property to have been stolen by another; or

1
(5) knowingly dispensing motor fuel into a storage container or the fuel tank of a motor vehicle at an establishment in which motor fuel is offered for retail sale and leaving the premises of the establishment without making payment for the motor fuel.

Section 3. That Section 22-121 of the 2008 Code of Ordinances and Resolutions of the Unified Government be and the same is hereby amended to read as follows:

Sec. 22-121. Harrassment by telephone.

(a) Harassment by telecommunication device is the use of:

(1) A telecommunications device to:

(A) Knowingly make or transmit any comment, request, suggestion, proposal, image or text which is obscene, lewd, lascivious, or indecent;
(B) Make or transmit a call, whether or not conversation ensues, with intent to abuse, threaten, or harass an person at the receiving end;
(C) Make or transmit any comment, request, suggestion, proposal, image, or text with intent to abuse, threaten, or harass any person at the receiving end;
(D) Make or cause a telecommunication device to repeatedly ring or activate with intent to harass any person at the receiving end;
(E) Knowingly play any recording on a telephone, except recordings such as weather information or sports information when the number thereof is dialed, unless the person or group playing the recording shall be identified and state that it is a recording; or
(F) Knowingly permit any telecommunications device under one’s control to be used in violation of this paragraph.

(2) Telefacsimile communication to send or transmit such communication to a court in the State of Kansas for a use other than court business, with no requirement of culpable mental state.

(b) As used in this section, telecommunications device includes telephones, cellular telephones, telefacsimile machines and any other electronic device which makes use of an electronic communication service as defined in K.S.A. 22-2514, and amendments thereto.

(c) Harassment by telephone is a Class A misdemeanor.

Section 4. That Section 1-15 of the 2008 Code of Ordinances and Resolutions of the Unified Government be and the same is hereby amended to read as follows:


(a) A conspiracy is an agreement with another person to violate any ordinance or resolution or to assist another in violating any ordinance or resolution. No person may be convicted of a conspiracy unless an overt act in furtherance of such conspiracy is alleged and proved to have been committed by the person or by a co-conspirator.
(b) It is immaterial to the criminal liability of a person charged with conspiracy that any other person with whom the defendant conspired lacked the actual intent to commit the underlying crime provided that the defendant believed the other person did have the actual intent to commit the underlying crime.

(c) It is a defense to a charge of conspiracy that the accused voluntarily and in good faith withdrew from the conspiracy and communicated the fact of such withdrawal to one or more of the person’s co-conspirators before any overt act in furtherance of the conspiracy had been committed by the person or by a co-conspirator.

(d) A conspiracy to commit a violation is a Class C violation.

Section 5. That Section 35-140 of the 2008 Code of Ordinances and Resolutions of the Unified Government be and the same is hereby amended to read as follows:

Sec. 22-41. Domestic Battery.

(a) Definitions. The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Child* means a person under the age of 18 years that is the defendant’s or the victim’s child or stepchild or a child residing within the household of the defendant or the victim.

*Domestic Battery* means:

1. Knowingly or recklessly causing bodily harm by a family or household member against a family or household member; or

2. Knowingly causing physical contact with a family or household member by a family or household member when done in a rude, insulting, or angry manner.

*Family or household member* means person 18 years of age or older who are spouses, former spouses, parents or step-parents and children or step-children, and persons who are presently residing together or who have resided together in the past, and persons who have a child in common, regardless of whether they have been married, or who have lived together at any time. The term “family” or “household member” also includes a man and a woman, if the woman is pregnant and the man is alleged to be the father, regardless of whether they have been married or lived together at any time.

*In the presence of a child* means in the physical presence of the child or knowing that a child is present and may see or hear an act of domestic battery.

(b) Violations; penalties.

1. Upon a first conviction of a violation of domestic battery, a person shall be guilty of a class B violation and sentenced to not less than 48 consecutive hours or more than six months’ imprisonment and fined not less than $200.00 or more than $500.00, or, in the court’s discretion, the court may enter an order which requires the person to enroll in and successfully complete a domestic violence prevention program, or any combination of such penalties. As a condition of any grant of probation, suspension of sentence, or parole or of any other release, the person
shall be required to enter into and complete a treatment program for domestic violence prevention.

(2) If, within five years immediately preceding commission of the crime, a person was convicted of a violation of domestic battery a second time, such person shall be guilty of a class A violation.

(3) A person convicted of committing a battery under circumstances which constitute a domestic battery, when that battery was committed in the presence of a child, shall be guilty of a class A violation.

(4) A person convicted of domestic battery pursuant to subsections (b)(2) and (b)(3) of this section shall be sentenced to not less than 90 days nor more than one year’s imprisonment and fined not less than $500.00 nor more than $1,000.00, or, in the court’s discretion, the court may enter an order which requires the person to enroll in and successfully complete a domestic violence prevention program or any combination of such penalties. The person convicted of domestic battery pursuant to subsections (b)(2) and (b)(3) of this section must serve at least five consecutive days’ imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released. As a condition of any grant of probation, suspension of sentence or parole or of any other release, the person shall be required to enter into and complete a treatment program for domestic violence prevention or such other order as the court may deem appropriate. The five days’ imprisonment mandated by this subsection may be served in a work release program only after such person has served 48 consecutive hours’ imprisonment, provided such work release program requires such person to return to confinement at the end of each day in the work release program.

(5) For the purpose of determining whether a conviction is a first or second conviction in sentencing under this section:

a. Conviction includes being convicted of a violation of this section or entering into a diversion or deferred judgment agreement in lieu of further criminal proceedings on a complaint alleging a violation of this section;

b. Conviction includes being convicted of a violation of a law of this state, another state, an ordinance of any city, or a resolution of any county which prohibits the acts that this section prohibits, or entering into a diversion or deferred judgment agreement in lieu of further criminal proceedings in a case alleging a violation of such law, ordinance or resolution;

c. Only convictions occurring in the immediately preceding five years, including prior to the effective date of the ordinance from which this section is derived shall be taken into account, but the court may consider other prior convictions in determining the sentence to be imposed within the limits provided for the first or second offender, whichever is applicable; and
d. It is irrelevant whether an offense occurred before or after conviction for a previous offense.

e. A person may enter into a diversion agreement in lieu of further criminal proceedings for a violation of K.S.A. 21-3412a, this section or an ordinance of any city or resolution of any county which prohibits the acts that this section prohibits only twice during any five-year period.

Section 6. That Chapter 22-353 of the 2008 Code of Ordinances and Resolutions of the Unified Government be and the same is hereby amended to read as follows:

Sec. 22-353. Violation of Court Order.

It shall be unlawful for any person to violate:

(1) An order issued as a condition of pretrial release, diversion, probation, suspended sentence, or post release supervision; or

(2) An order issued as a condition of release after conviction or as a condition of a supersedeas bond pending disposition of an appeal.

(3) Violation of a court order is a class B violation.

Section 7. That Section 22-352 of the 2008 Code of Ordinances and Resolutions of the Unified Government be and the same is hereby amended to read as follows:

Sec. 22-352. Violation of Protective Order.

(a) Violation of a protective order is knowingly, or intentionally violating:

(1) A protection from abuse order issued pursuant to K.S.A. 60-3105, 60-3106, and 60-3107, and amendments thereto;

(2) A protective order issued by a court or tribunal of any state or Indian tribe that is consistent with the provisions of 18 U.S.C. Section 2265, and amendments thereto;

(3) A restraining order issued pursuant to K.S.A. 23-3707, 38-2243, 38-2244 or 38-2255, and amendments thereto;

(4) An order issued in this or any other state as a condition of pretrial release, diversion, probation, suspended sentence, postrelease supervision or at any other time during the criminal case that orders the person to refrain from having any direct or indirect contact with another person.

(5) An order issued in this or any other state as a condition of release after conviction or as a condition of a supersedeas bond pending disposition of an appeal, that orders the person to refrain from having any direct or indirect contact with another person;

(6) A protection from stalking order issued pursuant to K.S.A. 60-31a05 or 60-31a06, and amendments thereto.

(b) As used in this section, “order” includes any order issued by a municipal or district court.

(c) No protective order, as set forth in this section, shall be construed to prohibit an attorney, or any person acting on the attorney’s behalf, who is representing a defendant in any civil or criminal proceeding from contacting the protected party for a legitimate purpose.
within the scope of the civil or criminal proceeding. The attorney, or person acting on the
attorney’s behalf, shall be identified in any such contact.
(d) Violation of a protective order is a Class A violation.

Section 8. That Section 22-204 of the 2008 Code of Ordinances and Resolutions of the
Unified Government be and the same is hereby amended to read as follows:

Sec. 22-204. Furnishing cigarettes to minors.

(a) It shall be unlawful for any person within the city to sell or give to any minor under the
age of 18 years any cigarette, electronic cigarette, or tobacco product. No person shall
buy any cigarette, electronic cigarettes, or tobacco product for any person under 18 years
of age.
(b) It shall be a defense to a prosecution under subsection (a) of this section if:
(c) It shall be a defense to a prosecution under subsection (a) of this section if:
(d) For purposes of this section, the person who violates this section shall be the individual
directly selling, furnishing or distributing the cigarettes or tobacco products to any person
under 18 years of age or the retail dealer who has actual knowledge of such selling,
furnishing or distributing by such individual or both.
(e) Electronic cigarette is a battery-powered device, whether or not such device is shaped
like a cigarette, that can provide inhaled doses of nicotine by delivering a vaporized
solution by means of cartridges or other chemical delivery systems.
(f) Furnishing cigarette, electronic cigarette, or tobacco products to a minor is a class C
violation.

Section 9. That Section 22-345 of the 2008 Code of Ordinances and Resolutions of the
Unified Government be and the same is hereby amended to read as follows:

Sec. 22-345. Escape from custody.

(a) The following words, terms and phrases, when used in this section, shall have the
meanings ascribed to them in this subsection, except where the context clearly indicates a
different meaning:

Custody means arrest; detention in a facility for holding persons charged with or
convicted of crimes, detention for extradition or deportation, detention in a hospital or
other facility pursuant to court order, imposed as a specific condition of probation or
parole or imposed as a specific condition of assignment to a community correctional
services program, or any other detention for law enforcement purposes. “Custody” does
not include general supervision of a person on probation or parole or constraint incidental
to release on bail.

Escape means departure from custody without lawful authority or failure to return to
custody following temporary leave lawfully granted pursuant to express authorization of
law or order of a court.

(b) Escape from custody is escaping while held in custody on a:

(1) Charge, conviction of or arrest for a misdemeanor or ordinance violation;
(2) Commitment to the state security hospital as provided by K.S.A. 22-3428, and amendments thereto, based on a finding that the person committed an act constituting a misdemeanor or by a person who is being held in custody on an adjudication of a misdemeanor or ordinance violation.

Section 10. That Section 22 of the 2008 Code of Ordinances and Resolutions of the Unified Government be and the same is hereby amended by adding a new section to read as follows:

Sec. 22-XXX. - Simulating legal process.

(a) Simulating legal process is:
   (1) Distributing to another any document which simulates or purports to be, or is designed to cause others to believe it to be, a summons; petition, complaint or other legal process, with the intent to mislead the recipient and cause the recipient to take action in reliance thereon; or
   (2) Printing or distributing any such document, knowing that it shall be so used.
(b) This section does not apply to the printing or distribution of blank forms of legal documents intended for actual use in judicial proceedings.
(c) Simulating legal process is a class A nonperson misdemeanor.

Section 11. That Section 22 of the 2008 Code of Ordinances and Resolutions of the Unified Government be and the same is hereby amended by adding a new section to read as follows:

Sec. 22-XXX. – Carrying Concealed Explosives.

(a) Carrying concealed explosives is carrying any explosive or detonating substance on the person in a wholly or partly concealed manner.
(b) Violation of this section is a Class A misdemeanor.

Section 12. That Section 22 of the 2008 Code of Ordinances and Resolutions of the Unified Government be and the same is hereby amended by adding a new section to read as follows:

Sec. 22-XXX. – Endangerment

(a) Endangerment is recklessly exposing another person to a danger of great bodily harm.
(b) Endangerment is a class A violation.

Section 13. That said original Sections 22-343, 22-7, 22-121, 1-15, 22-41, 22-345, 22-352, 22-353 and 22-204 of the 2008 Code of Ordinances and Resolutions of the Unified Government be and the same are hereby repealed.

Section 14. This ordinance shall take effect and be in full force from and after its passage, approval, and publication in the official Unified Government newspaper.
PASSED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS _____ DAY OF ___________________ 2013.

______________________________________
Mark Holland, Mayor/CEO

Attest:

______________________________________
Unified Government Clerk

Approved As To Form:

______________________________________
Brandelyn K. Nichols, Assistant Counselor
Type: Standard
Committee: Public Works and Safety Committee

Date of Standing Committee Action: 5/13/2013
(If none, please explain):

Proposed for the following Full Commission Meeting Date: 5/30/2013
Confirmed Date: 5/30/2013

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

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<td>4/10/2013</td>
<td>Margie Witt</td>
<td>573-8304</td>
<td><a href="mailto:mwitt@wycokck.org">mwitt@wycokck.org</a></td>
<td></td>
<td>Public Works</td>
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Item Description:
The National Recreation and Park Association have requested the Unified Government Park Dept. the use of about 3/4 of acre of Northup Park for a community garden. They will do all the work investment & organization, and have done this in other communities with success. There will be over 40 garden plots for community use.

Action Requested:
This would be a demonstration project. This would be a new policy to use under used park ground for community gardening.

Publication Required

Budget Impact: (if applicable)

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

File Attachment

File Attachment

File Attachment
Grow Your Park Initiative

BUILDING A COMMUNITY GARDEN IN YOUR PARK:
Opportunities for Health, Community, and Recreation

National Recreation and Park Association
CHAPTER 1: BUILDING YOUR GARDEN COMMUNITY

It is easy to want to see your garden take shape and to capture the momentum of volunteer energy. But take time to build a foundation for long-term success. This foundation is the “garden community” from which the mission, vision, and case for support should grow. Your project should communicate a good “story” that shares your mission and vision with the community. This project should meet the community’s current needs or anticipate future needs. Your mission must include goals for long-term programming. Build your garden community before you build your community garden.

Build Support and Seek Partners

Identify partners early, and gather feedback from a broad spectrum of your community about the existing obstacles and opportunities. Use this information to inform your vision, mission, and case for support. When looking for potential partners, it can be helpful to identify shared benefits. When your partners recognize their “voice” in your documented approach, they are more apt to provide the support you will need to sustain your project in the long term. Potential partners include:

A. Neighbors – Recruit neighbors to take ownership and help protect your investment. These local advocates serve as the eyes and ears of the neighborhood. They have the potential to most directly benefit from this project.

B. The City – Gather information about all legal repercussions and responsibilities. Are there laws or ordinances that would prevent the garden from being placed on public property or on park property, specifically? Is insurance required? Is a contract or other paperwork required? Are there opportunities to share the responsibilities for maintenance and expenses? Could the garden be developed on city property with a lease agreement?

C. Experts – Tap into neighborhood gardeners, master gardeners, agricultural extension offices, and local botanical garden experts in your area to provide expertise, donate materials, or donate labor.

D. Corporations and Community Leaders – Seek out sponsors and others who can not only provide operating capital but can also provide political support for your project (e.g., businesses that contribute to community beautification and highway adoption projects).

E. Agencies and Community Groups – Look for an alignment with your mission and vision and those of the local agencies and groups supporting people in need. Alternatively, consider building your community garden mission around a community need.

F. The School District – Consider “seed to table” programs, where fresh food is grown by students for students, that are being integrated into school curricula and the school lunch menu. Can your community garden be a resource for your school district?

G. Internal – Make sure your community garden fits the goals for your park and park district. Our parkland often faces the pressure of many conflicting uses.

H. Farmers and Growers – Contact your local network of farmers and growers. Participate in a farmers’ market or food co-op.

I. Other Parks & Recreation agencies – Communicate with other parks and recreations agencies. Smaller and larger community agencies might be interested in sharing both the work and benefits of developing a community garden.
PROJECT #5: SWOPE PARK COMMUNITY GARDEN AND BEAN STALK CHILDREN’S GARDEN, Kansas City Community Gardens, Kansas City Missouri

Contributor: Ben Sharda, Executive Director, Kansas City Community Gardens and Mary Roduner, Children’s Gardening Coordinator, Kansas City Community Gardens

The Kansas City Community Gardens (KCCG) is an example of a successful park district and not-for-profit partnership designed to meet community needs. KCCG is an organization that provides self-help and educational assistance to low-income people, children, and community groups in the metropolitan Kansas City area. The organization helps people grow their own food in backyard garden plots, vacant lots, schoolyards, and at community sites.

When KCCG needed to relocate its original community garden, the City of Kansas City Parks and Recreation Department helped KCCG find a permanent location at a former baseball field in Swope Park. KCCG operates independently of the park district. However, the park district does general perimeter maintenance and mowing and partners with KCCG for its summer camp program and Party in the Park events. The Swope Park Community Garden is a 3-acre site that houses KCCG’s offices, community gardens, and the Bean Stalk Children’s Garden.

The Beanstalk Children’s Garden is a fully accessible garden that seeks to teach children about plants, food production, insects, nutrition, and plant science. It is a popular destination for children’s groups and field trips (Figures B.5.1 through B.5.3).

Figure B.5.1. Entrance to the Beanstalk Children’s Garden. Photo courtesy of Mary Roduner, Children’s Gardening Coordinator at KCCG
Ben Sharda, the executive director at Kansas City Community Gardens, oversees the organization and teaches many of the free Friday workshops that KCCG offers. Topics include: “How to Start Group Gardens and Community Gardens,” “Container Gardens for Food Production,” and “How to Grow Great Onions.” KCCG also shares its knowledge of garden-based lessons for school children in a workshop for planning schoolyard gardens. Interpretive signage reinforces the educational programming (Figure B.5.4).

More importantly, Mr. Sharda is overseeing initiatives to reach many people in need in the community. In addition to bringing the community to the garden, KCCG is bringing gardening to the community through their Community Partners Program. This is a partnership with not-for-profit groups whose missions include providing food assistance to low-income residents and seniors, offering nutrition education, garnering youth support, and building strong neighborhoods. KCCG has been instrumental in helping organizations, schools, and individuals start their own backyard or neighborhood gardens for local sources of nutritious fruits and vegetables. The organization works with more than 100 churches, organizations, and senior living facilities, as well as schools, with this program (Figures B.5.5 and B.5.6).

A new demonstration food garden has been built at a warehouse site for Harvesters Community Food Network, a regional food bank. This garden is a demonstration of urban gardens that can be created in backyards, vacant lots, and community spaces. The goal is to inspire organizations that pick up food at Harvesters and their clients to grow their own nutritious food.
Figure B.5.4. Fall cabbage and collards are on display in the garden. Photo courtesy of Mary Roduner, Children’s Gardening Coordinator at KCCG.

Figure B.5.5. A proud gardener shows off the beets he grew in his raised-bed garden. Photo courtesy of Mary Roduner, Children’s Gardening Coordinator at KCCG.
Figure B.5.6. Gardeners set out their tomato cages. *Photo courtesy of Mary Roduner, Children's Gardening Coordinator at KCCG*
Type: Standard
Committee: Public Works and Safety Committee

Date of Standing Committee Action: 5/13/2013
(If none, please explain):

Proposed for the following Full Commission Meeting Date: 5/30/2013

Conf legacydate: 5/30/2013

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

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<tr>
<td>5/7/2013</td>
<td>Bill Heatherman</td>
<td>573-5416</td>
<td>bheatherman@wycokck....</td>
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<td>Public Works/Engineer</td>
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Item Description:
Proposal for a new grant program to assist groups that create and sponsor a community garden with the cost of establishing potable water connections. The grants would cover the costs of plumbing needed to extend an outdoor water connection onto the lots being used. Staff is developing an application and scoring criteria that emphasize proposals that benefit water conservation, control of stormwater erosion, use of trees and perennial crops to improve water retention, and the provision of fresh fruits and vegetables to local communities, particularly those in “food deserts”. A draft of the grant criteria is attached. This program would fall in line with other actions being taken by the U.G. to encourage community gardens, such as cooperative approaches with the land bank.

Action Requested:
Approval of the H2O to Grow Grant Initiative, to be administered by Health Department and Public Works staff.

Publication Required

Budget Impact: (if applicable)

Amount: $
Source:
- Included In Budget
- Other (explain)  Depends on number of applicants. Will be limited to funds currently available for Stormwater Education and Conservation Programs, as determined by the Director of Public Works, and paid from the Stormwater Utility fund.

File Attachment File Attachment File Attachment
H₂O to Grow Grant Criteria

Eligibility Requirement:

Nonprofit status or sponsorship. Provide a signed copy of the attached Commitment Form that outlines requirements for tax exemption, fiscal and operational liability, and general responsibility for the site. Forms must be signed by an authorized representative from the organization.

Scored Application Elements:

1. Operations and maintenance plan. Explain, in one page, the scope and objective of the growing endeavor. Describe the project management team members, relevant experience, management qualifications, and why this group is ready to undertake such a project. Also detail how the project site will remain up to code. Site drawings optional.

2. Water conservation strategies. Options include:
   a. Building a system where stormwater is redirected and captured for growing food (e.g., water catchment for irrigation, swales, rain gardens), or
   b. Building a system that conserves or uses less water for growing than typical overhead watering (e.g., drip tape, soaker hoses).

3. Soil conservation strategies. Options include:
   a. Demonstrating soil conservation through organic growing practices, composting, no-till or minimal tillage practices, intercropping, or cover-cropping.
   b. Planting trees or other perennial crops to improve water percolation and retention.

4. UG-owned land. Take on responsibility for a UG owned site for 12 or more months, including mowing, maintenance and trash pick-up.

5. High-runoff locations. Planting in a location that is at a higher risk for storm water runoff and erosion (e.g., top of a hill, site with asphalt / gravel / highly compacted soil) or collection (e.g., flood plain or gully) and demonstrate that the garden’s practices reduce the location’s burden on city infrastructure.

6. Beautification. Install fencing, plant flowers, or other aesthetic improvements to demonstrate the addition of a neighborhood amenity. Up to five additional points will be awarded for improvement of a site that currently contributes to blight.

7. Food desert. Plant in a low-income or low-food-access neighborhood (provide map). Food production required within 12 months of planting.

8. Neighborhood engagement. Partner with neighbors or local organizations, offer educational workshops, create mentoring or apprenticeship programs.

9. Community benefit. Donations to local food pantries or schools, sale of produce at local farmers’ markets.

10. Planning practices. Use pre-planting assessment and planning tools such as water audits, crop mapping, and soil testing to improve soil and water management.
**Staff Request for Commission Action**

**Tracking No. 130169**

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

**Date of Standing Committee Action:** 5/13/2013

(If none, please explain):

**Proposed for the following Full Commission Meeting Date:** 5/30/2013

**Confirmed Date:** 5/30/2013

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

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<td>5/7/2013</td>
<td>Bill Heatherman</td>
<td>573-5416</td>
<td><a href="mailto:bheatherman@wycokck.org">bheatherman@wycokck.org</a></td>
<td></td>
<td>Public/Engineer</td>
</tr>
</tbody>
</table>

**Item Description:**

The Federal Government is taking applications for competitive “TIGER V” grants to fund major road and transportation projects. We propose to submit an application to fund the construction of the State Avenue and Village West interchange. A summary of the major issues regarding this grant are attached. More information about the State Avenue and Village West interchange can be found on the UG website at: [www.wycokck.org/InternetDept.aspx?id=35938](http://www.wycokck.org/InternetDept.aspx?id=35938)

**Action Requested:**

Staff requests Commission approval for staff to submit the application and make the necessary consultations with private partners to prepare a financing plan.

- **Publication Required**

**Budget Impact: (if applicable)**

- **Amount:** $  
- **Source:**
  - Included In Budget
  - Other (explain) The entire project is estimated between $25 million - $30 million. A local financing plan would be needed to cover at least $7 million - $10 million of that cost.
The U.S. Department of Transportation has announced Round 5 ("V") of "TIGER Discretionary Grants". This latest round makes $473.8 Million available nationwide for capital investments in surface transportation. It is reserved on a competitive basis for projects that have a significant impact on the nation or a metropolitan area or region. The unusual part of this round is that all projects selected must be obligated (i.e. ready for construction) by September 30, 2014.

We propose that the Unified Government submit application for a Tiger V grant to fund construction of the State Avenue and Village West Interchange. This project is extremely important to the long-term growth and success of the Village West District, the top tourism area in Kansas. By 2040, overall traffic in this district will more than double, which is a far greater level of success for development that the original design anticipated. This is also the only major transportation project the U.G. has that fits the TIGER V grant criteria and which is also sufficiently far along in design to be able to commit to a September 2014 construction start. The reason we are already so far along in design was because we committed to using a portion of the previous US-73 federal earmark to prepare design.

This round of grants will be extremely competitive nationwide. We intend to make an aggressive and compelling application. Our application will and must emphasize the following features:

- The design will be the “Single-Point Urban Interchange” that was presented at recent public meetings and refined through a year-long “Discovery Engineering” process. This design was a clear favorite for traffic, engineering and future development reasons.
- We can commit to accelerated design and construction-readiness. The issues are relatively well known, and the “Discovery” process means the design concept has been vetted. KDOT is fully aware and has given conditional approval of our concept.
- A substantial local-funding commitment is required. The interchange estimate is $25M-$30M for total project costs. Staff estimates that a local commitment on the order of $7M - $10M is needed to be competitive and realistic. The Federal TIGER Grant will not exceed 80% of eligible project construction and inspection costs.
- Local funding needs to come from some type of public/private partnership. Staff proposes that all or most of these funds be obtained through a Transportation Development District or other specialized funding mechanism. Early commitment to such an arrangement would be needed to demonstrate feasibility to the Department of Transportation. Such public/private partnerships are not new - the original road system in the Village West area was funded primarily by STAR bonds and KDOT.
• Small number of impacted property owners means an expedited right-of-way process can be envisioned. All owners are commercial – there are no residential properties involved, nor do any existing businesses need to be removed or relocated.

• A similar but more comprehensive proposal was made for TIGER funding in 2011. The cost-benefit calculations and other groundwork laid in that effort will be utilized in this application. Substantial economic benefit calculations are required as part of the application.
**Staff Request for Commission Action**

**Tracking No. 130168**

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

**Date of Standing Committee Action:** 5/13/2013

(If none, please explain):

**Proposed for the following Full Commission Meeting Date:** 5/30/2013

**Confirmed Date:** 5/30/2013

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Contact Name</th>
<th>Contact Phone</th>
<th>Contact Email</th>
<th>Ref</th>
<th>Department / Division</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/7/2013</td>
<td>Bill Heatherman</td>
<td>573-5416</td>
<td>Bheatherman@wycokck...</td>
<td></td>
<td>Public Works/Engineer</td>
</tr>
</tbody>
</table>

**Item Description:**

A resolution authorizing and directing the Mayor to enter into the attached funding agreement with the Turner Recreation Commission concerning the improvement of the lighting at the Turner Community Walking Park. This project is one of the Commissioner Neighborhood Infrastructure Improvement (CNIP) locations in District 6. The agreement calls for the Unified Government to fund the purchase and construction of lighting along the walking path within the park. Turner Recreation will own and maintain the lights. Construction could begin this summer.

**Action Requested:**

Forward to the Full Commission for its consideration and approval.

- **Publication Required**

**Budget Impact: (if applicable)**

**Amount:** $

- **Source:** Funding not to exceed $49,000, taken from the 2013 CNIP (project # 1294) which is budgeted in the CMIP.
  - Including In Budget
  - Other (explain)

---

**File Attachment**

- File Attachment

---
RESOLUTION NO. __________________________

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

That the Mayor of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby authorized and directed to execute in the name of the Unified Government as the voluntary act of the Unified Government the attached Funding Agreement between the Unified Government and the Turner Recreation Commission, concerning the improvement of the lighting at the Turner Community Walking Park, located in the northeast corner of 53rd Street and County Line Road in Kansas City, Kansas.

ADOPTED BY THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS,
THIS ______ DAY OF ______________________ 2013.

Mark Holland, Mayor/CEO

ATTEST:

____________________________
Unified Government Clerk

Approved as to Form:

____________________________
Unified Government Counsel
Funding Agreement
Lighting of Turner Walking Park

This agreement is made this ______ day of ______________, 2013, between the Unified Government of Wyandotte County /Kansas City, Kansas, a municipal corporation, (herein “Unified Government”) and the Turner Recreation Commission, a public body organized and existing pursuant to K.S.A. 12-1922, et seq. (herein “TRC”).

WHEREAS, TRC owns the Turner Community Walking Park, located in the northeast corner of 53rd Street and County Line Road in Kansas City, Wyandotte County, Kansas; and

WHEREAS, the Unified Government wishes to encourage use of the Walking Park as part of its Healthy Community Initiative; and

WHEREAS, both the Unified Government and TRC have determined that the Walking Park is in need of additional lighting to improve access to the Walking Park’s recreational resources to residents of Wyandotte County, Kansas and provide a safe and pleasant environment for guests; and

WHEREAS, the 6th District Commissioner has elected to designate a portion of her funding from the “Commissioner’s Neighborhood Infrastructure Program” (CNIP) allocation towards this project; and

WHEREAS, the Unified Government desires to provide funding to TRC and TRC desires to accepting funding from the Unified Government to secure and install the needed lighting in the Walking Park.

NOW, THEREFORE, THE UG AND TRC, IN CONSIDERATION OF THE TERMS, COVENANTS, AND CONDITIONS HEREIN CONTAINED, HEREBY AGREE AS FOLLOWS:

Section 1. TRC shall contract to have lighting installed at the Walking park located at the northeast corner of 53rd Street and County Line Road in Kansas City, Wyandotte County, Kansas (hereinafter “the Work”) pursuant to the proposal set out in Exhibit A which is attached hereto and incorporated herein. It is anticipated that the work shall commence in the summer of 2013 with a completion date no later than April 1, 2014.

Section 2. TRC shall manage the Work, including, but not limited to, design and all inspections. TRC shall be responsible for all licenses, permits, taxes or other fees for which TRC, a tax exempt organization under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, can be lawfully charged. TRC shall follow its own purchasing and procurement policies in obtaining a competitive price for the Work, including the option of change order to existing contracts, and shall administer and inspect the construction under its standard procedures and general conditions, including the provision of a 1-year guarantee period.

Section 3. TRC shall be solely responsible for obtaining and maintaining general liability insurance. TRC will ensure that the contractor hired to perform the work shall indemnify both the Unified Government and TRC and name the Unified Government and TRC as additional
insured parties. TRC shall further insure that the Contractor hired to perform the work with provide the Unified Government with a copy of the certificate of insurance.

Section 4. The cost of the work, including construction and incidental items, is estimated at approximately Forty Six Thousand Five Hundred and Twenty Dollars and No Cents ($46,520.00) as indicated in the estimate set out in Exhibit A which is attached and incorporated herein. The Unified Government shall reimburse TRC for the actual approved costs to procure and install the lighting in the walking park. In no event shall the Unified Government’s contribution to TRC exceed Forty Nine Thousand Dollars and No Cents ($49,000.00). TRC shall process and pay all invoices and will invoice the Unified Government for its share of the work upon completion. The Unified Government shall prepare a payment to the TRC in a timely manner, but not to exceed 60 days from receipt of the invoice.

Section 5. Notices. All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid, commercial overnight courier, or facsimile to the following:

To TRC:
Turner Recreation Commission
Camellia White
Executive Coordinator
831 S. 55th Street,
Kansas City, KS 66106
(913) 287-3111 (fax)

To Unified Government:
Unified Government of Kansas City, Kansas and Wyandotte County, Kansas
Bill Heatherman, P.E., County Engineer
701 N. 7th Street, Rm 712
Kansas City, KS 66101
(913) 573-5727 (fax)

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.

Section 6. Ownership/Maintenance. All improvements shall be owned and maintained by TRC. TRC shall be responsible for all utilities needed for the operation of the Walking Park. TRC shall be responsible for the maintenance and upkeep of the surrounding grounds and real property. TRC shall be solely responsible for any claims for damage or injury arising from or related to TRC’s actions or failure to act in operating and managing the Walking Park and the real property surrounding the property. TRC agrees to indemnify and hold harmless the Unified Government from any and all such claims of damage that arise from TRC’s actions or failure to act.

Section 7. Governing Law. This Agreement shall be construed and governed in accordance with the law of the State of Kansas.

Section 8. Compliance with Laws. The parties shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement.
Section 9. Waiver. No consent or waiver, express or implied, by any party to this 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 Agreement. The parties reserve the right to waive any term, covenant, or condition of this 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 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.

Section 10. Default and Remedies. If a party shall be in default or breach of any provision of this Agreement, the other party may terminate this Agreement, suspend their 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.

Section 11. Headings; Construction of Contract. The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender. In the event of any conflict between this Agreement and any incorporated Attachments, the provisions of this Agreement shall control.

Section 12. Modification. Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except by written consent of both parties to this Agreement.

Section 13. Severability of Provisions. Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this 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 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.

Section 14. Force Majeure. The term “Force Majeure Event” means acts or omissions of any governmental authority (other than, with respect to Basehor and UG), 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.

Section 15. Counterparts. This 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.

Section 16. Future appropriations. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by the Unified Government.

Section 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 Funding Agreement.

Section 20. Merger. This Funding Agreement, including any referenced Attachments, constitutes the entire agreement between TRC and the Unified Government with respect to this subject matter, and supersedes all prior agreements between TRC and the 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 Funding Agreement.

Section 21. Term. This 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 Funding Agreement.

Turner Recreation Commission
County/Kansas City, Kansas

________________________________________  ____________________________
Date                                             Date

Mark Holland
Mayor, CEO

Attest: __________________________
Unified Government Clerk
APPROVED AS TO FORM:

By: ______________________________
    Misty S. Brown, Assistant Counsel
Lump Sum Proposal/Agreement

Proposal For: Turner Parks and Rec & Camellia White
Project Information: 2701 Park Street
Proposal Date: November 14th, 2012
Description: Walkway Lighting

Nabholz Construction Services is pleased to submit this Proposal/Agreement for the above referenced project. This proposal is valid for 60 days. Should this proposal be accepted, please sign, date and return a copy to Nabholz Construction Services by fax at (913) 393-6617 or (913) 393-6600, or by mail at the address listed above. Thank you for this opportunity to be of service.

This quote is based on site visit and information provided by client. Nabholz Construction Services shall furnish all labor, materials and equipment, unless otherwise noted, for the following specific scope of work:

Walkway Lighting Scope:
1. 250-watt High Pressure Sodium Shoebox style fixtures mounted on 25' poles
2. Concrete Bases to match existing
3. 2200' Underground conduit and wire
4. Existing heads relamped with new lamps and ballasts

Service and Distribution:
- Service is existing
- Provide (2) 240-volt 20-amp circuits to power new lighting

Miscellaneous:
- Engineering and permit fees
- Underground utility locates
- Compaction and re-seeding of excavated areas

SCHEDULE for the above scope of work, is based on Nabholz Construction Services normal workings hours and work days, and shall not exceed 30 working days from the project start date. This schedule excludes delays due to circumstances beyond the control of Nabholz Construction Services, such as weather and access to work areas.

EXCLUSIONS from the scope of work for this proposal are as follows:
1. Any work outside normal working hours
2. Rock Excavation.

PAYMENT TERMS for this proposal shall be based on monthly progress invoices, no retainage withheld, submitted by Nabholz Construction Services with payments due in full no later than 30 days from the invoice date.

PRICE OF THIS PROPOSAL: Forty Six Thousand Five Hundred Twenty Dollars ($46,620.00)
Agreement

Contract Documents: This Agreement, together with the Proposal, shall constitute the Contract Documents and shall govern the rights of the parties hereto. In the event of any inconsistencies this Agreement shall control.

Scope of Work: Shall be per the Contract Documents and shall constitute the "Work". Nabholz Construction Services shall use its best efforts, skill and diligence supervising and directing the Work; and have responsibility and control over the performance of the Work, including construction methods, techniques, manner and sequences for coordinating and completing the various portions of the Work. Owner expressly warrants that any plans, drawings and or specifications furnished by Owner are true, correct and complete; and that Nabholz Construction Services is entitled to rely upon the adequacy, accuracy and completeness of such documents. Nabholz Construction Services will not be responsible for consequential damages of any type under any circumstances. Unless otherwise noted in the Proposal, Nabholz Construction Services excludes performance and payment bonds; rock excavation; asbestos or any other hazardous material removal, disposal or encapsulation; services of licensed professionals such as attorneys, architects or engineers; costs for after hour work, shift work or weekend work.

Payment: Owner agrees to pay Nabholz Construction Services for the performance of the Work, subject to modification by written change orders signed by both parties. Payment due and unpaid shall bear interest at the maximum lawful rate. Final Payment shall be due when the Work is completed and final invoice submitted.

Insurance: Nabholz Construction Services shall maintain insurance for Worker’s Compensation, Builder’s Risk, Employer’s Liability, Comprehensive Automobile liability, Comprehensive or Commercial General Liability on an occurrence basis.

Disputes: if a dispute arises out of or relates to this Agreement, or the breach thereof, the parties shall attempt to settle the dispute first through direct discussions, then by mediation before recourse to arbitration (unless parties mutually agree otherwise, mediation shall be conducted in accordance with the Construction Mediation Rules of the American Arbitration Association.) Disputes shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The location of the arbitration shall be the location of the Project of Nabholz Construction Services office at Nabholz Construction Services’ discretion.

Termination: Owner and Nabholz Construction Services may terminate this Agreement only in the event of a material breach and only after providing written notice by letter delivered to the address stated herein and only after more than ten days has elapsed after such written notice without attempts to cure the default.

Exclusion of Warranties: Nabholz Construction Services makes no warranties, either expressed or implied. The implied warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

Miscellaneous: this Agreement is severable, and any part deemed unenforceable shall not render the remaining parts unenforceable. All covenants of the Agreement shall be subject to all federal and state laws, executive orders, rules or regulations, and this Agreement shall not be terminated, in whole or in part, nor the parties held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of any such law, order, rule or regulation or acts of God. All implied covenants are waived.
This Agreement is intended to be the final expression of the parties, and there are no other written or oral agreements relating to the subject thereof. This Agreement may only be amended by a further written agreement signed by both parties. This Proposal/Agreement, when signed by both parties, constitutes the entire agreement and contract between the parties for the performance of the Work described in this Proposal. Faxes of signed Proposal/Agreement are acceptable.

Respectfully Submitted:

Kevin Bauman
Service Manager
Nabholz Construction Services

Accepted by Owner:

Signature/Title:________________________

Acceptance Date:_______________________

Desired Project Start Date:______________
**Staff Request for Commission Action**

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

**Date of Standing Committee Action:** 5/13/2013  
(If none, please explain):

**Proposed for the following Full Commission Meeting Date:** 5/30/2013  
**Confirmed Date:** 5/30/2013

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

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<th>Contact Email</th>
<th>Ref</th>
<th>Department / Division</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/9/2013</td>
<td>Mike Tobin</td>
<td>573-5747</td>
<td><a href="mailto:Mtobin@wycokck.org">Mtobin@wycokck.org</a></td>
<td></td>
<td>Public Works</td>
</tr>
</tbody>
</table>

**Item Description:**  
Staff will give an update on two issues;  
1. The current status of yard waste disposal.  
2. The impact of Emerald Ash Borer as it relates to yard waste.

**Action Requested:**  
"Informational only"

**Publication Required**

**Budget Impact: (if applicable)**

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

**File Attachment**
Cobbins, Bridgette D

From: Guifoil, Janet
Sent: Thursday, April 18, 2013 11:15 AM
To: Cobbins, Bridgette D; Godsil, Carol
Subject: FW: Ann = get me date of standing committee

Ladies,

Ms. Vogl would like to speak at the PW/S Standing Committee mtg. on Monday, May 13th, she wants to express her gratitude of the police & fire depts. for their dedication & service (2-3 min).

What does she have to do to get on the agenda?

Thanks,

Janet G.

From: Vogl, Jane [mailto:vogl@umkc.edu]
Sent: Wednesday, April 17, 2013 12:06 PM
To: Murgaia, Ann
Subject: Ann = get me date of standing committee

As we discussed yesterday, I would very much like to say a few words about our police and fire folks in terms of their dedication, service and everyday heroism.

Jane Vogl, Assistant to Dean Kevin Z. Truman
University of Missouri-Kansas City
School of Computing and Engineering
534C Flarsheim Hall, 5110 Rockhill Road
Kansas City, MO 64110
Email: vogl@umkc.edu
Phone: 816-235-1496
http://sce.umkc.edu/
Thanks! I will be there – we in Spring Valley are very appreciative of our first responders!

Jane Vogl, Secretary, Spring Valley Neighborhood Association
April 26, 2013

Jane Vogl, Asst. to Dean Kevin Truman
University of Missouri-Kansas City
School of Computing and Engineering
534C Flarsheim Hall, 5110 Rockhill Road
Kansas City, MO 64110
voglj@umkc.edu

Ms. Vogl:

This is to confirm that your request to appear before a standing committee of the Unified Government to express your gratitude of the Police and Fire departments for their dedication and service has been approved to be heard by:

COMMITTEE: Public Works and Safety Standing Committee
DATE: Monday, May 13, 2013
TIME: 5:00 p.m.
LOCATION: Municipal Office Building
701 North 7th Street, 6th floor training room (Suite 614)
Kansas City, KS 66101

You will be given five minutes to present your views. All comments made must pertain to the subject matter.

If you have any questions, do not hesitate to contact me at 573-5263.

Sincerely,

Carol Godsil
Deputy UG Clerk

c: Rick Armstrong, Police Chief
  John Paul Jones, Fire Chief
## PUBLIC WORKS & SAFETY STANDING COMMITTEE

### GOALS & OBJECTIVES

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<tbody>
<tr>
<td><strong>Infrastructure</strong></td>
<td>Invest in projects that build community</td>
<td>In progress</td>
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<td>The public works dept is finalizing the cost of approved CNIP projects. After review with each commission the final list will be set and construction begins the 2013 construction season.</td>
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<td></td>
<td>Support neighborhood development</td>
<td>To Standing Committee</td>
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<td>CNIP project list was adopted 12/20/12.</td>
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<td>Encourage private investment</td>
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<td>New project that come to Planning &amp; Zoning for consideration usually require private investment. The Economic Development policy often uses its financial tools to support private projects for public project. For example, the addition of a traffic light.</td>
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<td></td>
<td>Public/private partnerships</td>
<td>In progress</td>
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<td>Projects currently underway in 2013 are 14th St. benefit dist., levee management, sidewalk incentive program, Waterway Park reinvestment.</td>
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<td>Meet infrastructure needs</td>
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<td>No action until 3/21/13 concentrating on normal projects plus CNIP.</td>
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<td>Comply with Fed regs</td>
<td>In progress</td>
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<td>Staff is in continued negotiations with EPA &amp; KDHE regarding CSO &amp; Storm water.</td>
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<td><strong>Multi-Modal Transportation</strong></td>
<td>Move people to work</td>
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<td>UG Transit continues to meet at MARC’s Special Transit Advisory Committee monthly. The 76th Street &amp; 47th Transit center projects continue to move forward.</td>
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<td>Move people to services</td>
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<td>Transit currently is using seven buses on propane gas. This should provide a great savings in fuel costs. Six new buses will use propane in Spring 2013.</td>
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<td>Move people to amenities</td>
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<td>New bus stops and bus amenities continue to be constructed along the State Avenue Route #101. These stops and amenities are being paid for by the FTA TIGER grant.</td>
</tr>
<tr>
<td>Environment</td>
<td>Comply with State/Fed regulations in most cost-effective manner</td>
<td>Improvement environment</td>
<td>Add natural areas and enhance park system</td>
<td>Public Safety</td>
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<td>Comply with State/Fed regulations in most cost-effective manner</td>
<td>John Garland Park State and Federal compliance with air and ground water monitoring on monthly basis.</td>
<td>As part of plan and grants, a total of six buses, two flare trucks and 1 dump truck will be converted to propane.</td>
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<td>Increase citizen safety at work</td>
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<td>John Garland Park State and Federal compliance with air and ground water monitoring on monthly basis.</td>
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<td>Implement best practices</td>
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<td>John Garland Park State and Federal compliance with air and ground water monitoring on monthly basis.</td>
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<td>Lower crime rates</td>
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<td>John Garland Park State and Federal compliance with air and ground water monitoring on monthly basis.</td>
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<td>Increase efficiency of court system</td>
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The U.G. storm water program requires the government to employ best management practices involving construction sites, erosion control and public education. All of these programs result in improved storm water quality.

To standing committee

To standing committee


As part of plan and grants, a total of six buses, two flare trucks and 1 dump truck will be converted to propane.

Garland Park is being improved this spring with the intent of reopening the park to recreational use. This will be an enhancement to the Park System.

The U.G. is near the end of negotiations with EPA regarding CSO compliance and enhancements to the Storm Water Program. All 5 of WPC wastewater treatments achieved perfect NPDES compliance record for 2012 and were awarded silver awards from...