City of Mission
Regular Meeting Agenda
Wednesday, March 16, 2016
7:00 p.m.
Mission City Hall

If you require any accommodations (i.e. qualified interpreter, large print, reader, hearing assistance) in order to attend this meeting, please notify the Administrative Office at 913-676-8350 no later than 24 hours prior to the beginning of the meeting.

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC HEARING

1. SPECIAL PRESENTATIONS

- Police Department Distinguished Service Awards

2. ISSUANCE OF NOTES AND BONDS

3. CONSENT AGENDA

NOTE: Information on consent agenda items has been provided to the Governing Body. These items are determined to be routine enough to be acted on in a single motion; however, this does not preclude discussion. ***If a councilmember requests, an item may be removed from the consent agenda for further consideration and separate motion.***

CONSENT AGENDA - GENERAL

3a. Minutes of the February 17, 2016 City Council Meeting

CONSENT AGENDA - Finance & Administration Committee

Finance & Administration Committee Meeting Packet 3-16-16
Finance & Administration Committee Meeting Minutes 3-16-16

CONSENT AGENDA - Community Development Committee

Community Development Committee Meeting Packet 3-16-16
Community Development Committee Meeting Minutes 3-16-16

COMMUNITY COMMITTEE REPORTS

Approved Minutes from Board and Commission meetings are available on the City of Mission website under the "Agendas & Minutes" tab.

4. PUBLIC COMMENTS

5. ACTION ITEMS

Planning Commission

Miscellaneous

6. COMMITTEE REPORTS

Finance & Administration, Arcie Rothrock

Finance & Administration Committee Meeting Packet 3-16-16
Finance & Administration Committee Meeting Minutes 3-16-16

6a. In-office Massage Therapy Application
6b. Resolution Designating City-sponsored Festival Events

Community Development, Pat Quinn

Community Development Committee Meeting Packet 3-16-16
Community Development Committee Meeting Minutes 3-16-16

6c. Resolution Approving 2017-2021 CARS List
6d. Foxridge Project Design Contract
6e. Tree Board Ordinance Amendments
6f. 2016 Tree Plan
6g. Interlocal Agreement for Cooperative Use of Pools
6h. Intergovernmental Services Agreement for Day/Extended Trips

7. UNFINISHED BUSINESS

8. NEW BUSINESS

9. MAYOR'S REPORT

Appointments

10. CITY ADMINISTRATOR'S REPORT

EXECUTIVE SESSION

ADJOURNMENT

City of Mission	Item Number:	6a.
ACTION ITEM SUMMARY	Date:	February 25, 2016
Administration	From:	Martha Sumrall

Action items require a vote to recommend the item to full City Council for further action.

RE: In-Office Massage Therapy Permit

RECOMMENDATION: Approve the In Office Massage Therapy Permit for Karen Diaz, upon final approval by the Chief of Police pending background check results.

DETAILS: Under the provisions of Mission's Municipal Code, Chapter 620, anyone wanting to provide "In Office" massage therapy (chair massage) is required to submit an initial application which is considered by the City Council. Ms. Diaz has submitted her application / documentation regarding education and training, and her background check is currently underway. It is anticipated that her background check will be complete prior to the City Council Meeting, and a permit will not be issued until Chief Hadley has reviewed the background check and signed off on the application.

Following the initial application, massage therapist licenses are renewed administratively on an annual basis. The therapist must provide documentation of ongoing continuing education / training and remit the annual license fee.

CFAA CONSIDERATIONS/IMPACTS: Not applicable.

Related Statute/City Ordinance:	Mission Municipal Code, Chapter 620
Line Item Code/Description:	n/a
Available Budget:	n/a

City of Mission	Item Number:	6b.
ACTION ITEM SUMMARY	Date:	February 22, 2016
Administration	From:	Martha Sumrall

Action items require a vote to recommend the item to full City Council for further action.

RE: Resolution Designating the 2016 City Sponsored Festival Events

RECOMMENDATION: Approve the resolution designating the 2016 City Sponsored Festival Events.

DETAILS: Ordinance No. 1172 was passed on September 14, 2005 exempting City-owned or public property from the prohibition on the consumption of alcoholic liquor. Included in the ordinance is a requirement that the City Council pass a resolution designating specific City Sponsored Festival Events each year. The attached resolution designates the following as City Sponsored Festival Events for 2016:

Mission Farm & Flower Market Kick-off Party: May 3, 2016, 4:30 - 7:30 p.m.

Mission Battle of the Brisket BBQ Contest: September 16, 2016, 4:00 - 11:00 p.m. and September 17, 2016, 7:00 a.m. - 4:00 p.m.

CFAA CONSIDERATIONS/IMPACTS: Events and festivals provide opportunities for those of all ages to gather, connect with neighbors and create a stronger sense of community.

Related Statute/City Ordinance:	Mission Ord. 1172
Line Item Code/Description:	
Available Budget:	

CITY OF MISSION

RESOLUTION NO. ____

A RESOLUTION DESIGNATING CITY SPONSORED FESTIVAL EVENTS FOR 2016.

BE IT RESOLVED, BY THE GOVERNING BODY OF THE CITY OF MISSION:

Section 1. The Mission Farm & Flower Market Kick-off Party shall be held on May 3, 2016 from 4:30 - 7:30 p.m. and Mission Battle of the Brisket BBQ Contest shall be held September 16, 2016 from 4:00 – 11:00 p.m. and September 17, 2016 from 7:00 a.m. – 4:00 p.m. Alcoholic beverages which may be consumed within the Designated District for City Sponsored Festival Events shall be beer, wine, and alcoholic liquor.

Section 2. Nothing herein shall authorize illegal activity prohibited by other provisions of the City Code or City Ordinances.

THIS RESOLUTION IS PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION, THIS 16th DAY OF MARCH 2016.

THIS RESOLUTION IS APPROVED BY THE MAYOR THIS 16th DAY OF MARCH 2016.

_____
Steve Schowengerdt, Mayor

ATTESTATION:

_____
Martha Sumrall
City Clerk

PJ-595471
PJ-595502

City of Mission	Item Number:	6c.
ACTION ITEM SUMMARY	Date:	February 26, 2016
Public Works Department	From:	John Belger

Action items require a vote to recommend the item to full City Council for further action.

RE: Resolution Approving 2017-2021 CARS Project List

RECOMMENDATION: Approve the Resolution adopting the Five Year City/County Street Improvement Program for the City of Mission.

DETAILS: The Johnson County Commissioners recognized that one of the keys to the County's success was investment in the major transportation corridors that connect the cities. In 1983, the County Assistance Road System (CARS) program was created. Since the program emphasizes interconnectivity, only major arterial and some minor collector streets are eligible for the program. Types of projects eligible for the CARS program are: capacity improvements (additional lanes), major maintenance (overlays, patching), system management (intersection improvements, traffic signals, turn lanes), bridges (replacement or rehabilitation), and route enhancements (sidewalks, bike paths, lights). Mission's CARS-eligible streets include:

- Lamar (Foxridge to 67th)
- 51st (Lamar east to City Limit)
- Foxridge (56th to Lamar)
- Johnson Drive (Metcalf to Roe)
- Roe (Johnson Drive to 63rd)
- Nall (Johnson Drive to 67th)
- Martway (Metcalf to Roeland)
- Roeland Dr (Johnson Drive to SMP)

Using a combination of state gas tax dollars and County General Fund revenues, the CARS program provides funds to cities to construct and maintain eligible streets. Each year, cities submit a 5-year road improvement plan to the County. The County scores projects and selects those which will receive funding (up to 50% of the project's construction and construction inspection costs). Cities are responsible for design, right-of-way, and utility relocation costs.

Similar to the City's CIP Plan, this document primarily serves as a budgeting and forecasting tool. Each City is required to pass a resolution adopting a 5-year plan based on their own unique goals and objectives. These plans are reviewed by CARS staff, who programs projects for the next fiscal year. The projects are presented to the Board of County Commissioners, and ultimately adopted as part of their annual budget process. The final commitment of funds for both the County and participating cities

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	N/A
Available Budget:	Included in 2017-2021 CIP and funded with street sales tax and designated mill levy for streets.

occurs through the approval of a specific inter-local agreement for a project. Staff recommends the following CARS projects be included in the 2017-2021 planning cycle:

2017	2018	2019	2020	2021
Foxridge Phase 1 56th to 51st St	Foxridge Phase 2 51st to Lamar	None	None	None

The project details include:

Foxridge (Phase 1): Foxridge Drive between 56th and 51st Street is a two lane, 32 ft. wide, minor collector serving multi-family, residential, commercial and industrial traffic. The existing pavement, curb and gutter, and drainage infrastructure are in poor condition. Sidewalks are in fair condition, although sidewalk connectivity is incomplete and non-compliant with ADA. Proposed improvements call for a 2" mill and overlay of existing pavement, new curb and gutter, and replacement of inlet tops. Sidewalks will be replaced or installed and brought up to ADA compliance.

Foxridge (Phase 2): Foxridge Drive between 51st Street and Lamar Avenue is a two lane, 32 ft. wide, minor collector serving multi-family, residential, commercial and industrial traffic. Due to the location of the street being at the bottom of a hill, there is a significant amount of water damage to the surface of the pavement, subgrade, and curb and gutter. This section of Foxridge Drive lacks sidewalks, leaving pedestrians to walk in the street. Proposed improvements call for full depth pavement replacement, replacement of curb and gutter, and new stormwater infrastructure. An underdrain system will be installed to better handle runoff. Pedestrian improvements will be made.

Approval of the attached resolution does not specifically commit to any expenditure of funds and its purpose is to communicate to the County the CARS eligible projects the City is considering over the 2017-2021 planning horizon.

CFAA CONSIDERATIONS/IMPACTS: These projects support a number of the checklist items in the Transportation and Mobility category. They will address ADA compliance and sidewalk connectivity to provide pedestrian modes of transportation. Street lighting will be evaluated to ensure adequate lighting in these areas.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	N/A
Available Budget:	Included in 2017-2021 CIP and funded with street sales tax and designated mill levy for streets.

RESOLUTION NO. _____

A RESOLUTION APPROVING A FIVE-YEAR CITY/COUNTY STREET IMPROVEMENT PROGRAM.

WHEREAS, The City of Mission desires to obtain County funds for certain street improvement projects within the City; and

WHEREAS, in order to have projects considered for the CARS Program by the Johnson County Board of Commissioners, the Governing Body must submit a written five-year road improvement program request; and

WHEREAS, all requests must be accompanied by a resolution which provides that included projects have been reviewed and approved by the Governing Body; and

WHEREAS, the 2017-2021 CARS Program is an important budgeting and planning document for both the City of Mission and Johnson County; and

WHEREAS, submission of the 2017-2021 CARS program does not specifically commit any expenditures on behalf of the City of Mission.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF MISSION, KANSAS:

SECTION 1. That the attached Five-Year City/County Street Improvement Program has been reviewed and approved for submittal to the Johnson County Board of Commissioners as the City's 2017-2021 CARS Program request.

THIS RESOLUTION IS PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION, **THIS 16th DAY OF MARCH 2016.**

THIS RESOLUTION IS APPROVED BY THE MAYOR THIS 16th DAY OF MARCH 2016.

_____
Steve Schowengerdt, Mayor

ATTEST: (Seal)

_____

Martha Sumrall, City Clerk

County Assistance Road System

2017-2021 Five Year Program

Participating City: Mission

Priority	Project Location	Proposed Start/ Finish	Project Description	CARS Route Classification		CARS Program Funding Request	CARS Particpation Eligible		Comprehensive Project Budget Total	Mission Total
				Major	Minor		Yes	No		
2017	**Foxridge (56th to 51st)**	3/17-12/17	Mill & overlay, including new curb/gutter, catch basins, storm sewer, sidewalks, ADA ramps, pavement markings, and street signs		X	$350,000	$714,285	$134,113	**$848,398**	$498,398
2018	**Foxridge (51st to Lamar)**	3/18-12/18	Full reconstruction, including new curb/gutter, catch basis, storm sewer, sidewalks, ADA ramps, pavement markings, and street signs, and installation of a 1,000-1,500 ft. under-drain to catch downhill runoff		X	$2,000,000	$4,017,405	$788,900	**$4,806,305**	$2,806,305
2019	No Project	N/A	N/A			-	-	-	**-**	-
2020	No Project	N/A	N/A			-	-	-	**-**	**-**
2021	No Project	N/A	N/A			-	-	-	**-**	**-**
					TOTALS:	$2,350,000	$4,731,690	$923,013	$5,654,703	$3,304,703

City of Mission	Item Number:	6d.
ACTION ITEM SUMMARY	Date:	3/2/2016
PUBLIC WORKS	From:	John Belger

Action items require a vote to recommend the item to full City Council for further action.

RE: Foxridge Design Contract

RECOMMENDATION: Approve the contract with GBA for the design of Foxridge Drive from 51st to 56th Street.

DETAILS: Foxridge Drive from 51st to 56th Street is a two lane, 32 foot wide, minor collector serving multi-family, residential, commercial and industrial traffic. The existing pavement, curb and gutter, and drainage infrastructure are in poor condition. Sidewalks are in fair condition, although sidewalk connectivity is incomplete and non-compliant with ADA.

The proposed improvements would consist of a 2" mill and overlay of the existing pavement, full depth replacement where necessary, new curb and gutter, and replacement of stormwater infrastructure. Sidewalks will be replaced or installed and brought up to ADA compliance. Street lighting will also need to be considered for replacement due to age and conflict with sidewalk installation/repair.

This project is a County Assisted Road System (CARS) eligible project.

A scope and fee was requested from both of our on call engineers. The results are as follows:

GBA	$65,174.00
Olsson	$87,217.00

Staff recommends approving the contract with GBA for the design of Foxridge Drive from 51st to 56th Street in the amount of $65,174.00.

CFAA Considerations/Impact- This project supports a number of the checklist items in the Transportation and Mobility category. This project will address ADA compliance and sidewalk connectivity to provide pedestrian modes of transportation. Street lighting will be evaluated to ensure adequate lighting in the corridor.

Related Statute/City Ordinance:	
Line Item Code/Description:	Capital Improvement Fund
Available Budget:	$484,000

GBA
architects
engineers

February 29, 2016

Mr. John Belger
Public Works Director
City of Mission
4775 Lamar Ave.
Mission, KS 66202

SUBJECT: Foxridge Drive – 51st Street to 56th Street Design Services

creating remarkable solutions
for a higher quality of life

Dear John:

As you requested, GBA has prepared this letter proposal to provide the required design services for the proposed rehabilitation project for Foxridge Drive from 51st Street to 56th Street. These design services would be provided as a separate task under GBA's current Master Agreement for on-call engineering services with the City, which was previously approved on December 17, 2014.

SCOPE OF SERVICES

It is anticipated that GBA personnel will need to provide the following engineering services for this project:

9801 Renner Boulevard
Lenexa, Kansas
66219-9745

913.492.0400
913.577.8200 fax

A. Survey

1. Perform boundary survey to establish right of way, including acquisition of title commitments, locating property/section corners where possible, and recreating parcels electronically.
2. Perform topographical survey, including control, back of curb to back of curb, drive and intersection to 10' E/W of Curb Returns, storm locates at road crossings and utilities at storm crossings.
3. Prepare easements (anticipate 3 easements)

GBA Companies
Lenexa, KS
Kansas City, MO
O'Fallon, MO
Chesterfield, MO
Omaha, NE
Rock Island, IL
Broomfield, CO

B. Exploratory Phase

1. Site visit to evaluate existing conditions.
2. Cursory evaluation of condition for storm sewer inlets. No hydraulic analysis will be performed.
3. Evaluate existing utilities to determine the magnitude of those affected by the project (No impacts anticipated).
4. Recommend the scope of construction needed based on the current condition.
5. Develop title sheet, typical section, plan, and profile from AIMS data for the City's submittal for CARS funding. Include a written scope of work and sealed cost estimate.

www.gbateam.com

6. Coordinate and arrange for pavement cores to be taken.

C. Preliminary Design

1. Data Collection.
   a. Develop a detailed schedule for design
   b. Coordinate with utilities on relocations
   c. Prepare base map
   d. Subsurface investigation (Vacuum Excavation)

2. Develop preliminary plan sets.

3. Submit field check plans to City, CARS, and Utility companies.

4. Preform field check.

5. Public Information Meeting – Prepare exhibits and have staff available.

6. Maintain utility conflict forms.

7. Arrange and attend 3 progress meetings with the City.

8. Analyze and design street light based on updated street lights.

D. Final Design

1. Prepare detailed plans and technical specifications.

2. Prepare bid documents. City to provide base documents.

3. Provide detailed probable costs estimate.

4. Provide office check for the City and CARS.

5. Make necessary changes based on comments to office check plans.

6. Furnish as-builts at project completion.

7. Submit pdf plans to electronic plan room for bidding purposes.

E. Bidding Phase

1. Provide plans and specifications to bidders.

2. Prepare written addenda to bid documents as needed.

3. Attend pre-bid conference.

4. Consult with City following bid process prior to awarding contract.

5. Prepare bid tabulations.

6. Attend bid letting.

GBA
architects
engineers

It should be noted that it is anticipated that the outside edge of the proposed sidewalk will be located where the existing back of curb is located and thus the limits of construction will be located within the footprint of the existing roadway. No horizontal or vertical adjustments to the profile are anticipated. No permitting will be required based on anticipated scope items.

SCHEDULE

GBA personnel will commit to completing these required engineering design services in a timely fashion to facilitate a bid letting date of November 1, 2016.

PROPOSED FEE

GBA will complete the work tasks described in the above listed Scope of Services on an hourly rate plus expenses basis. Our fee to provide the engineering design services is $65,174. Invoices will be submitted for all work completed during each previous month, including an itemized task summary as required by the City staff, and will become due and payable within thirty (30) days.

We appreciate the opportunity to serve you on this important project. If you agree with the project scope, schedule, and fee, please sign the following project authorization form and mail the original back to GBA at our attention.

Respectfully submitted,

GEORGE BUTLER ASSOCIATES, INC.

Clarence D. Munsch, P.E.
Firm Principal / Vice President

G. Cory Clark, P.E.
Sr. Associate / Project Manager

I hereby authorize George Butler Associates, Inc. (GBA) to perform the tasks in the above listed Scope of Services. I acknowledge and agree with the listed project schedule and fee. I further agree to pay the monthly invoices from GBA for the services provided within thirty days of receipt.

Authorized by: _____

Title: _____

Date: _____

Fee Breakdown

Foxridge Drive - 51st to 56th

2/29/2016

CLASSIFICATION	Cory	Bryan	Joe	Janelle	Chris	Andrew	Michael	Survey Crew	Kristian	Karen	TOTAL HOURS	Mileage Personal	Mileage Inspection	Additional Expenses	TOTAL EXPENSES	TOTAL COST
	215.00	150.00	95.00	150.00	100.00	125.00	115.00	160.00	105.00	87.00						
Surveying																
Boundary Survey (Create R/W base map from titlework and fieldwork)						2	32				34				$0.00	$3,930.00
Property Corners / Section Corners (Research Surveys and Section Corners-Find Property and Section Corners)							2	16			18				$0.00	$2,790.00
Topographic Survey (Control, Back of Curb to Back of Curb, Drive and intersection to 10' E/W of Curb Returns, storm locates at road x-ings and utilities at storm x-ings)						2	1	32			35	$90.00			$90.00	$5,575.00
Staking											0				$0.00	$0.00
Survey Services (Prepare 3 Easements/Exhibits)						2	8				10				$0.00	$1,170.00
Title Research (Order Title Commitments - 15 Parcels @ $300/per Parcel)						2					2			$4,500.00	$4,500.00	$4,750.00
Surveying Subtotal											**99**	**$90.00**	**$0.00**	**$4,500.00**	**$4,590.00**	**$18,215.00**
Exploratory Phase																
Determine scope by evaluating existing conditions	2	4									6				$0.00	$1,030.00
Evaluate existing storm sewer system to determine if the existing system can be reused or should be replaced		4							4		8				$0.00	$1,020.00
Evaluate existing utilities to determine the magnitude of those affected by the project (No impacts anticipated)		2									2				$0.00	$300.00
Recommend the scope of construction needed based on the current condition	1	4									5				$0.00	$815.00
Develop title sheet, typical section, plan, and profile from AIMS data for the City's submittal for CARS funding. Include a written scope of work and sealed cost estimate.		8	16								24				$0.00	$2,720.00
Exploratory Phase Subtotal											**45**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$5,885.00**
Preliminary Design																
Data Collection											0				$0.00	$0.00
Develop a detailed schedule for design		1									1				$0.00	$150.00
Coordinate with utilities on relocations		2									2				$0.00	$300.00
Prepare base map						1	16				17				$0.00	$1,965.00
Abutting property information (Ownership from Titlework)											0				$0.00	$0.00
Subsurface investigation (Vacuum Excavation)		2									2			$400.00	$400.00	$700.00
Develop preliminary plan sets		24	40	8	8						80				$0.00	$9,400.00
Submit field check plans to City, CARS, and utility companies			2		2						4				$0.00	$390.00
Perform field check		2	2	2	2						8				$0.00	$990.00
Public Information Meeting											0				$0.00	$0.00
Prepare exhibits and have staff available		4	2								6				$0.00	$790.00
Obtain applicable permits (Less than an acre of disturbance)											0				$0.00	$0.00
Maintain utility conflict forms		2									2				$0.00	$300.00
Preliminary Design Subtotal											**122**	**$0.00**	**$0.00**	**$400.00**	**$400.00**	**$14,985.00**
Final Design																
Prepare detailed plans and specifications		8	24	4	12						48				$0.00	$5,280.00
Prepare bid documents		4	8	2	2						16				$0.00	$1,860.00
Provide a detailed probable costs estimate		1	2	1							4				$0.00	$490.00
Provide office check for the City and CARS		1	2		1						4				$0.00	$440.00
Make necessary changes based on comments to office check plans.		2	4	1	2						9				$0.00	$1,030.00
Furnish as-builts at project completion			4		1						5				$0.00	$480.00
Submit pdf plans to electronic plan room for bidding purposes		1	2								3				$0.00	$340.00
Final Design Subtotal											**89**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$9,920.00**

Fee Breakdown

Foxridge Drive - 51st to 56th

2/29/2016

CLASSIFICATION	Cory	Bryan	Joe	Janelle	Chris	Andrew	Michael	Survey Crew	Kristian	Karen	TOTAL HOURS	Mileage Personal	Mileage Inspection	Additional Expenses	TOTAL EXPENSES	TOTAL COST
	215.00	150.00	95.00	150.00	100.00	125.00	115.00	160.00	105.00	87.00						
Bidding																
Provide plans and specifications to bidders			2								2				$0.00	$190.00
Prepare written addenda to bid documents as needed		1	1								2				$0.00	$245.00
Attend pre-bid conference		2									2				$0.00	$300.00
Consult with City following bid process prior to awarding contract		1									1				$0.00	$150.00
Prepare bid tabulations			2								2				$0.00	$190.00
Attend bid letting		2									2				$0.00	$300.00
Bidding Subtotal											**11**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,375.00**
Engineering During Construction																
Attend weekly progress meetings during the construction of project (8 weeks)									16		16				$0.00	$1,680.00
Assist in monitoring schedule.									8		8				$0.00	$840.00
Assist in review of pay applications									8		8				$0.00	$840.00
Engineering During Design Subtotal											**32**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$3,360.00**
Additional Anticipated Scope																
Project Management and Contract Administration	4	12								2	18				$0.00	$2,834.00
Progress Meeting with the City (3 meetings)	2	6	6	2	2						18				$0.00	$2,400.00
Geotechnical Investigation of Pavement		4									4			$2,000.00	$2,000.00	$2,600.00
Street Lighting Analysis and Design				8	24						32				$0.00	$3,600.00
Additional Anticipated Scope Total											**72**	**$0.00**	**$0.00**	**$2,000.00**	**$2,000.00**	**$11,434.00**
Grand Total for Engineering Services											398	$90.00	$0.00	$4,900.00	$4,990.00	$65,174.00

Assumptions

No permitting required based on the anticipated scope of work.
Proposed improvements will be within the footprint of the existing curb lines.
No hydraulic analysis will be required.
Minimal utility coordination.
GBA will only provide technical specifications, City to provide base documents.
Titlework - Only Easements adjacent to or crossing R/W will be shown.

City of Mission	Item Number:	6e.
ACTION ITEM SUMMARY	Date:	February 21, 2016
Parks & Recreation Department	From:	Christy Humerickhouse

Action items require a vote to recommend the item to full City Council for further action.

RE: Tree Board Ordinance

RECOMMENDATION: The Mission City Council approve the proposed revisions to Chapter 240 of the City's Municipal Code

DETAILS:
Biannually in even numbered years, or as needed, the Tree Board will make recommendations of suggested updates to **Chapter 240 of the Mission City Code**, the Tree Plan, and Tree Board Rules and Regulation. These recommendations will include any needed additions or deletions to the list of allowable and prohibited trees included in Chapter 240 and will be submitted to council for consideration.

Following a review of the city's Municipal Code, Chapter 240 at it's January and February meetings, the Tree Board members recommend for your consideration minimal changes to Chapter 240 and that the attached sections be adopted as written.

CFAA CONSIDERATIONS/IMPACTS: This activity supports section 1-D of the Communities for All Ages Checklist, which establishes as a goal that "the city prioritizes safety in parks and neighborhoods. Examples include: providing good street lighting, trimmed trees and bushes and other appropriate safety measures."

Related Statute/City Ordinance:	City Council Policy No. 123 K.S.A. 12-6a26
Line Item Code/Description:	N/A
Available Budget:	N/A

ORDINANCE NO. _____

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 240 OF THE CODE OF THE CITY OF MISSION, KANSAS RELATING TO TREE BOARD, TREES AND SHRUBS.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF MISSION, KANSAS AS FOLLOWS:

Section 1. Section 240.040 is hereby amended as follows:

SECTION 240.040 Duties and Responsibilities

A. It shall be the responsibility of the Board to study, investigate, counsel and develop a written tree plan to provide a guide for the proper development and maintenance of the trees on City-owned property, including the care, preservation, trimming, planting, replanting, removal or disposition of trees and shrubs in public ways, streets and alleys. It shall further be the responsibility of the Board to direct tree care and landscaping in all City parks and to recommend the location. Upon completion of the tree plan, it shall be presented to the Governing Body for approval. Thereafter, the Board shall review and *consult with a contracted arborist and* update as necessary the plan and submit the same ~~annually~~ *bi-annually* to the Governing Body prior to ~~January~~ *April* 1 of ~~each year~~ *evenly numbered years* for approval. The Board shall recommend needed budget allocations for accomplishment of agreed-upon projects and recommend projects for inclusion in the City capital improvement program.
B. The Board, in accordance with the plan, shall control all planting, pruning and removal of all trees located within the street rights-of-way, easements, alleys and parks of the City. Any owners of land abutting such rights-of-way, easements, alleys and parks may, when acting within the provisions of this Chapter and the approved plan, prune, spray, plant or remove trees in that part of such street rights-of-way, easements and alleys abutting his/her land not used for public travel. Any owner of property intending to deviate from the provisions of this Chapter must first secure written approval from the Board.
C. The Board, when requested by the Governing Body, shall consider, investigate, make findings and report upon any matter coming within its scope of work.

Section 2. Section 240.070 is hereby amended as follows:

Section 240.070 List of Permissible Street Trees ~~— Prohibited Trees.~~

~~A.~~ *Official Street Tree Species To Be Planted.* The following is a list of street trees species for Mission, Kansas. The Tree Board is authorized to adopt regulations providing procedures and criteria for the approval of the planting of other species. These regulations may authorize, without specific written permission of the Tree Board, the planting of certain trees under specified conditions. The planting of any species not listed in this ~~Subsection (A)~~ *Section* or those regulations shall be prohibited unless prior written authorization of the Tree Board is obtained.

	STREET TREES FOR MISSION				
	Common Name	**Growth Rate**	**Size**	**Shape**	**Remarks**
	Maple, Norway				
	Crimson Sentry (Acer platanoides)	Medium	35 feet height, 10 — 12 feet spread	Upright oval	Good maple for restricted spaces.
	Maple, Columnare Norway				
	(Acer platanoides)	Medium	40 feet height, 15 — 18 feet spread	Upright oval	Prefers moist, deep soil. Good for restricted spaces.
	Maple, 'Amur Flame				
	(Acer ginnala)		15 — 25 feet height	Upright oval	Excellent for small lots. Bright red foliage. Hardiness to

					cold temperatures.
Linden, "American Redmond"					
	(Tilia americana)	Medium	60 — 70 feet height	Pyramidal to oval	Drought tolerant. Recommended buffer strips along highways or large parking lots. Excellent shade tree.
Linden, "Chancellor" Little Leaf					
	(Tilia cordata)	Medium	30 — 40 feet height, 15 — 20 feet spread	Fastigate to pyramidal	Exposed-moist well drained soil, excellent for paved areas. Pollution tolerant. Does well in difficult sites.
Linden, "Greenspire" Little Leaf					
	(Tilia cordata)	Medium	50 — 70 feet height, 35 — 40 feet spread	Fastigate to pyramidal	Exposed-moist well drained soil, excellent for paved areas, streetside and mall area. Pollution

					tolerant. Does well in difficult sites.
Western Soap Berry					
	(Sapindus drummondii)	Medium	40 — 50 feet height, 25 — 30 feet spread	Round	Residential street tree. Good in poor drainage area. Pollution tolerant.
Oak, "Chinkapin"					
	(Quercus Muehlenbergii)	Medium-fast	35 — 40 feet height, 40 — 60 feet spread	Oval to rounded	Strong. Mildew can be a problem. Adaptable to soil conditions.
	Oak, "Shingle"				
	(Quercus imbricaria)	Medium	50 — 60 feet height, 40 — 60 feet spread	Pyramidal to upright oval	Excellent shade tree. Well adapted to Kansas soil.
Oak, "English"					
	(Quercus robur)	Slow	60 — 80 feet	Densely oval	Excellent shade tree.

			height, 40 — 60 feet spread		Majestic. Usually disease and pest free.
Ginkgo					
	(Ginkgo biloba)	Medium-slow	50 — 60 feet height, 25 — 40 feet spread	Columnar to pyramidal	Slow grower, but long lived. Fan-shaped leaves. Pollution tolerant. Suitable as a street tree.
Bald Cypress					
	(Taxodium distichum)	Medium	40 — 50 feet height	Pyramidal	Excellent for park areas. Absorbs water well.

~~B. Prohibited Street Trees. The following is a list of tree species that are prohibited as street trees.~~

1. ~~Abies spp. (Fir)~~
2. ~~Acer saccharinum (Silver Maple)~~
3. ~~Albizia julibrissin (Mimosa)~~
4. ~~Diospyros virginiana (Persimmon)~~
5. ~~Elaeagnus angustifolia (Russian Olive)~~
6. ~~Fraxinus pennsylvanica (Green Ash)~~
7. ~~Maclura pomifera (Osage Orange fruited/thorned varieties)~~
8. ~~Morus spp. (Mulberry)~~
9. ~~Picea spp. (Spruce)~~

~~10. Pinus spp. (Pine)~~
~~11. Platanus acerifolia (London Plane-tree)~~
~~12. Occidentalis (Sycamore)~~
~~13. Populus spp. (Cottonwood)~~
~~14. Pyrus calleryana "Bradford" (Bradford Pear)~~
~~15. Salix spp. (Willow)~~
~~16. "Edible fruit trees"~~

Section 3. Section 240.075 is added as follows:

SECTION 240.075 List of Prohibited Street Trees

The following is a list of tree species that are prohibited as street trees.

1. Abies spp. (Fir)
2. Acer saccharinum (Silver Maple)
3. Albizia julibrissin (Mimosa)
4. Diospyros virginiana (Persimmon)
5. Elaeagnus angustifolia (Russian Olive)
6. Fraxinus ~~pennsylvanica~~ (~~Green~~ entire genus of Ash)
7. Maclura pomifera (Osage Orange fruited/thorned varieties)
8. Morus spp. (Mulberry)
9. Picea spp. (Spruce)
10. Pinus spp. (Pine)
11. Platanus acerifolia (London Plane-tree)
12. Occidentalis (Sycamore)
13. Populus spp. (Cottonwood)
14. Pyrus calleryana "Bradford" (Bradford Pear)
15. Salix spp. (Willow)
16. ~~"~~Edible fruit trees~~"~~

Section 4. Section 240.120 is hereby renumbered to be Section 240.100 and amended as follows:

SECTION 240.100 Planting Near Overhead Utilities — Prohibited Trees

~~A.~~ Unless authorized by the Tree Board, no trees other than those species defined as small trees in Section 240.010 may be planted or allowed to grow under or within ten (10) lateral feet of any overhead primary or secondary utility wire or over or within five (5) lateral feet of any underground water line, sewer line, transmission line or other utility. No tree of the following species shall be planted or allowed to grow under or within thirty (30) lateral feet of any overhead primary or secondary utility wire:

1. Acer saccharinum (Silver Maple)
2. Fraxinus ~~pennsylvanica~~ (~~Green~~ entire genus of Ash)
3. Populus spp. (Cottonwood)

4. Platanus spp. (Sycamore and London Planetree)

Section 5. The existing Section 240.100 is renumbered to become Section 240.110 as follows:

SECTION 240.110 Sight Distance - Fireplugs.

1. No landscaping, tree, shrub, fence, wall or similar item shall be placed in zones of ingress or egress at street corners, or in the intersection of a public right-of-way, that the City determines is an obstruction to visibility or is otherwise a traffic hazard.
2. No tree, shrub or woody vegetation shall be planted within a distance of ten (10) feet from any fireplug.

Section 6. The existing Section 240.110 is renumbered to become Section 240.120 as follows:

SECTION 240.120 Residential Traffic Islands, Thoroughfare Rights-Of-Way, Planting Restrictions

No trees, shrubs, woody vegetation or other landscape improvements over two (2) feet in height will be permitted on residential traffic islands or thoroughfare rights-of-way unless approved by the Tree Board.

Section 7. Section 240.170 is amended as follows:

SECTION 240.170 Injuring Trees.

It shall be unlawful for any person to cut, girdle, destroy or in any manner injure any shade tree or fruit tree standing or growing, wholly or partly, in or on any street, ~~or~~ alley, or within any public park without the consent of the abutting landowner and the City Tree Board.

Section 8. Any person violating any provision of Chapter 240 shall be, upon conviction or a plea of guilty, subject to a fine not to exceed twenty-five dollars ($25.00) for the first (1st) offense, fifty dollars ($50.00) for the second (2nd) offense, one hundred dollars ($100.00) for the third (3rd) offense, and one hundred dollars ($100.00) per day/per violation for the fourth (4th) and any further offenses as set forth in Section 240.270. The number of offenses are calculated on an annual basis.

Section 9. This ordinance shall take effect and be in force from and after publication as required by law.

PASSED AND APPROVED by the City Council this 16th day of March 2016.

APPROVED by the Mayor this 16th day of March 2016.

(SEAL)

_____
Steve Schowengerdt, Mayor

ATTEST:

_____
Martha M. Sumrall, City Clerk

APPROVED AS TO FORM:
PAYNE & JONES, CHTD.

_____
David K. Martin, City Attorney
11000 King, Suite 200
P. O. Box 25625
Overland Park, KS 66225-5625
Tel: (913) 469-4100
Fax: (913) 469-8182

City of Mission	Item Number:	6f.
ACTION ITEM SUMMARY	Date:	February 22, 2016
Parks & Recreation Department	From:	Christy Humerickhouse

Action items require a vote to recommend the item to full City Council for further action.

RE: City of Mission Tree Plan

RECOMMENDATION: Adopt the City of Mission revised Tree Plan for 2016.

DETAILS: Biannually in even numbered years, or as needed, the Tree Board will recommend suggested updates to Chapter 240 of the Mission City Code, **the Tree Plan**, and Tree Board Rules and Regulation.

Following a review at their January and February 2016 meetings, the Tree Board members recommend the accompanying plan.

CFAA CONSIDERATIONS/IMPACTS: This activity supports section 1-D of the Communities for All Ages Checklist, which establishes as a goal that "the city prioritizes safety in parks and neighborhoods. Examples include: providing good street lighting, trimmed trees and bushes and other appropriate safety measures."

Related Statute/City Ordinance:	City Council Policy No. 123; K.S.A. 12-6a26
Line Item Code/Description:	N/A
Available Budget:	N/A

TREE PLAN 201~~5~~*6* of the City of Mission TREE BOARD

This Plan, originally adopted by the Tree Board on September 17, 2007, is in compliance with Chapter 240 of the Mission City Code and promotes beautification and environmental sustainability to the City of Mission, Kansas, through:

1. Proper development and maintenance of trees on City owned property,
2. Continuing education of City of Mission staff and residents on the importance of trees in reducing energy consumption and enhancing environmental well-being for the entire community,
3. Maintenance of standards of achievement worthy of continued Tree City USA recognition by the National Arbor Day Foundation for the City of Mission, Kansas.

MISSION STATEMENT:

The Tree Board is committed to maintaining and promoting healthy ecosystems which are the cornerstone of our community's vitality, longevity and ecological well-being.

INTERFACE WITH GOVERNING BODY and CITY STAFF

1. Bi-annually in even numbered years, or as needed, the Tree Board will make recommendations of suggested updates to Chapter 240 of the Mission City Code, the Tree Plan, and Tree Board Rules and Regulations. These recommendations will include any needed additions or deletions to the list of allowable and prohibited trees included in Chapter 240 and will be submitted to council for consideration.

2. Annually, by April 1st, the Tree Board will submit their annual budget request for the next calendar year to the City Administrator. *The budget shall include monies specifically "earmarked" for tree removal and replacement.*

3. All plans and supporting pertinent information for landscaping improvements on commercial and City owned property may be submitted to the Tree Board for their review and recommendation to ensure all trees and shrubs comply for the area and enhance the environmental well being of the community.

4. The Tree Board will create, with the Public Works Supervisor and properly certified private contractors hired by the City, a reasonable timetable, based upon the order of importance, for the trimming, pruning and removal of all existing hazardous, dead, diseased or injured trees on City property. Removal of dead trees will include a cut flush with the ground and replacement, in the next appropriate planting season, of a tree of at least 1 ½ inch in caliper in relatively the same location. The Tree Board will submit to the Governing Body a recommended timetable and order of importance for the annual and/or biannual trimming and pruning of all trees on City property and recommendations, based on the 10% Rule, for species of the mandatory replacement trees. *The 10% Rule*

further develops a landscape which provided for spring, fall and winter interest through a total inventory consisting of 30% evergreen trees and 70% deciduous trees with 10% of these being spring flowering, 15% providing spectacular fall foliage and 5% winter interest with berry or spectacular bark.

a. Continuing education and support for training of the Public Works personnel responsible for tree maintenance will be provided by the Tree Board. Annually a Tree Board member will meet with the Public Works Supervisor and personnel responsible for grounds maintenance and verify that trucks are equipped with the proper equipment to perform trimming and pruning and personnel are instructed in the proper procedures for maintaining a healthy landscape, including watering, trimming, pruning, shaping and mulching of the trees, mowing and trimming areas abutting and adjacent to the trees and completing any basic first-aid to damaged and injured trees. This support will include review of and compliance with procedures for reporting problem trees to the Public Works Supervisor who will investigate and report to the Tree Board any action taken.

INTERFACE WITH THE LANDSCAPE

1. The Tree board members will report at their scheduled meetings any update to the tree-risk inventory of trees located on City property, and of any trees on residential property which can be identified from the street, as hazardous, dead, diseased or injured, or which could cause harm to the tree or human populations in Mission. *Tree board members are not authorized to go on residential property to perform this function.* However, trees needing attention located on residential properties will be documented on Tree City USA report forms, and in the minutes of the meeting. This information for Code Enforcement review will be given to the city's Department of Neighborhood Services. Action will be taken by the Neighborhood Services Officer for any violations of the Municipal Code.

2. Periodically, as needed, the Tree Board will engage the Kansas State Forester or another certified arborist with the approval of the City Administrator, to conduct a tree inventory on City owned property. The City shall be divided into 4 quadrants. On a rotating basis, modified for storm damage or natural disaster, the selected quadrant will be inventoried identifying trees by species and variety. The inventory will further identify any dead, diseased, injured or hazardous trees, trees in need of pruning, stump removal and any new plantings that may be necessary. A member of the Tree Board will accompany the arborist during this inventory. The inventory will be provided to the Governing Body.

3. Recommendations made to the Governing Body for replacement of trees will be considerate of the existing landscape and comply with the Kansas State University Extension Office 10% Rule. The 10% Rule insures the future health of the landscape from infestations and disease epidemics in that no one tree, species or variety of species should be more than 10% of the total population. ~~The 10% Rule further develops a landscape which provided for spring, fall and winter interest through a total inventory~~

~~consisting of 30% evergreen trees and 70% deciduous trees with 10% of these being spring flowering, 15% providing spectacular fall foliage and 5% winter interest with berry or spectacular bark.~~ The Tree Board will develop recommendations being mindful of using environmentally sustainable landscaping as barriers to traffic sound and screening from commercial sites without restricting visibility for safe pedestrian and vehicular traffic. The recommendations will also be mindful of reducing energy consumption and enhancing environmental well-being of the entire community.

INTERFACE WITH THE COMMUNITY

1. As a means of educating and serving the community, the Tree Board will provide to the City's website manager for publication, references of useful and pertinent information relative to maintaining a healthy, aesthetically attractive *and environmentally sustainable* landscape.

2. The Tree Board will submit timely information regarding trees and tree care to be published in the Mission Newsletter.

3. The Tree Board will coordinate community activities in observance of Arbor Day, such as the City's official proclamation, tree planting, and community education throughout the year, and the Kansas Forest Service Poster Contest.

4. The Tree Board will correspond annually, or as needed, with merchants, commercial property owners and management companies in the City of Mission reminding them of their obligation to comply with Chapter 240 of the Mission City Code which requires landscaping approved in their Final Plan be maintained including removal of hazardous, dead, diseased, or damaged landscaping and replacement with landscaping as necessary.

Adopted and approved by the Mission City Council this 16th day of March 2016.

_____
Steve Schowengerdt, Mayor

ATTEST:

_____
Martha Sumrall, City Clerk

City of Mission	Item Number:	6g.
ACTION ITEM SUMMARY	Date:	February 21, 2016
Parks & Recreation	From:	Christy Humerickhouse

Action items require a vote to recommend the item to full City Council for further action.

RE: Interlocal Agreement between NE Johnson County cities for use of swimming pool facilities

RECOMMENDATION: Authorize the Mayor to sign the interlocal agreement allowing Mission to participate in the Super Pool Pass Program for 2016, including the Swim Meet Letter of Understanding.

DETAILS: 2016 marks the eighth year of the Super Pool Pass Program. The program offers residents and qualified non-residents of participating cities the option of purchasing this pass, that provides access to all other participating facilities, when they purchase a family or individual season pass to their "home" City's pool facility. The cities of Fairway, Leawood, Merriam, Mission, Prairie Village, Roeland Park and the Johnson County Park and Recreation District participate in the program.

The cost of a Super Pool Pass for residents is $50 per family (up to five members) plus a charge of $5 for each additional family member, and $25 for an individual membership. For qualified non-residents, the cost of the Super Pool Pass is $55 per family (up to five members) plus a charge of $5 for each additional family member, and $30 for an individual membership. The Super Pool Pass fee is collected by each City in the same manner as standard seasonal pool passes. Passes are designated with a high quality, not easily reproducible sticker, which is added to the regular seasonal pass card.

Each City retains one-half of the Super Pool Pass revenue, and holds the other half in suspense until the end of the season. The Shared Revenue is then summed to reach a total of pooled revenue, and the cost of the stickers is deducted off the top. The remaining pooled revenue is then distributed proportionally to each City based on the Super Pool Pass count at each City's pool facility divided by the total number of Super Pool Pass use count.

Mission's revenue generated in previous years from the Super Pool Pass is as follows:

Year	Passes sold in Mission	Super Pool Pass visits to Mission from other cities	$ Generated for Mission
2009	161	678	$2,418.21
2010	166	704	$2,953.32
2011	138	818	$3,389.84
2012	187	1,000	$3,966.48
2013	148	573	$3,902.77
2014	157	2,333	$6,035.83
2015	111	2,676	$4,900.80

Related Statute/City Ordinance:	NA
Line Item Code/Description:	NA
Available Budget:	NA

City of Mission	Item Number:	6g.
ACTION ITEM SUMMARY	Date:	February 21, 2016
Parks & Recreation	From:	Christy Humerickhouse

Action items require a vote to recommend the item to full City Council for further action.

The Swim Meet Letter of Understanding allows the residents of the Super Pool Pass city hosting a swim meet at their facility free admission to any of the other facilities on the day the swim meet is being held.

CFAA CONSIDERATIONS/IMPACTS: This activity supports section 4-A of the Communities for All Ages Checklist, which establishes as a goal that **"**the city and its partners understand the demographic makeup of residents, engages with the community and then designs programming, including recreational opportunities, that respects the needs and interests of diverse populations." The Super Pool Pass provides an affordable recreational program that benefits users of all ages, especially families with children.

Related Statute/City Ordinance:	NA
Line Item Code/Description:	NA
Available Budget:	NA

AGREEMENT BY AND AMONG THE CITY OF FAIRWAY, KANSAS, THE CITY OF LEAWOOD, KANSAS, THE CITY OF MERRIAM, KANSAS, THE CITY OF MISSION, KANSAS, THE CITY OF PRAIRIE VILLAGE, KANSAS, THE CITY OF ROELAND PARK, KANSAS, AND JOHNSON COUNTY PARK AND RECREATION DISTRICT FOR USE OF SWIMMING POOL FACILITIES

This Agreement made and entered into as of the effective date specified herein by and among the City of Fairway, Kansas ("Fairway"), the City of Leawood, Kansas ("Leawood"), the City of Merriam, Kansas ("Merriam"), the City of Mission, Kansas ("Mission"), the City of Prairie Village, Kansas ("Prairie Village"), the City of Roeland Park, Kansas ("Roeland Park"), and Johnson County Park and Recreation District ("JCPRD") as operator of the Roeland Park swimming pool facility.

RECITALS

A. The cities of Fairway, Leawood, Merriam, Mission, Prairie Village and Roeland Park (each a "City" and collectively the "Cities") and JCPRD as operator of the swimming pool facility for Roeland Park, operate the public outdoor swimming pool facilities ("Pool Facilities") described on the attached Exhibit A.

B. The Cities desire to enter into this Agreement to allow the residents of each City the option to use all of the Pool Facilities during the 2016 swim season with the purchase of a special pass.

C. K.S.A. § 12-2908 authorizes the cities to enter into this agreement.

D. K.S.A. § 19-2862 authorizes JCPRD to enter into this agreement.

NOW, THEREFORE, pursuant to, and in accordance with, the statutory authority invested in the parties to this Agreement, and in consideration of the mutual advantage received by each party, the parties hereto enter into this Agreement upon, and subject to, the following terms and conditions:

I. PURPOSE AND INTENT.

The purpose of this agreement is establish cooperation among the Cities, and JCPRD as operator of the Roeland Park pool facility, by making all of the Pool Facilities available for use by the qualified patrons of all the Cities with the purchase of a special pass during the 2016 swim season, which commences approximately May 28, 2016 and ends approximately September 5, 2016.

II. <u>EFFECTIVE DATE AND TERM</u>.

This Agreement shall become effective upon its adoption by each participating jurisdiction and shall remain in full force and effect for a term of one (1) year from the effective date hereof.

III. <u>COOPERATION USE OF POOL FACILITIES</u>.

As part of its program for use of its Pool Facilities during the 2016 swim season, each City shall establish and authorize a category of pool pass entitled "Super Pool Pass" with the following features:

a. The Super Pool Pass will be offered by each City as an additional option to Qualified Patrons, defined below, who are purchasing a family or individual season pass to that City's Pool Facilities. As to each City, the term "Qualified Patron" means (a) residents of the City, and (b) non-residents of the City who have purchased a pool membership in the City for the immediately preceding year.

b. For Qualified Patrons who are residents of a City, the cost of a Super Pool Pass will be $50 per up to five (5) person family category of seasonal pool pass, with an additional charge of $5 for each additional family member, and $25 per individual category of seasonal pool pass. For Qualified Patrons who are non-residents of a City, the cost of a Super Pool Pass will be $55 per up to five (5) person family category of seasonal pool pass, with an additional charge of $5 for each additional family member, and $30 per individual category of seasonal pool pass.

c. The Super Pool Pass fee will be collected by each City in the same manner as standard seasonal pool passes.

d. The Super Pool Pass will be designated with a high quality, not easily reproducible sticker added to the seasonal pass card of qualified patrons. The Cities will agree in advance on the form and cost of the sticker. Cities without seasonal pass cards will need to produce a form of season pass card on which to affix the sticker. The cost of the stickers will be funded by the pooled dollars described below.

e. The Super Pool Pass will authorize the holders access to any of the Pool Facilities described on the attached Exhibit A during the 2016 swim season.

f. Each City will keep track of (i) the sales of Super Pool Passes by category, and (ii) the number of times each day a Super Pool Pass is used to enter any of its Pool Facilities and how

many individuals are admitted for each use of a family Super Pool Pass; and report these counts by email at the end of June, July, August and at the end of the season, to the Assistant to the City Administrator at Prairie Village. Prairie Village will email the tally to all of the Cities promptly upon receipt of the tallies from all Cities.

g. Each City will retain one-half of the Super Pool Pass revenue, and hold the other half (the "Shared Revenue") in suspense until the end of the season.

h. The Shared Revenue will be summed to reach a total of pooled revenue**,** and used initially to pay for the cost of the stickers. The remaining pooled revenue will then be distributed proportionally to each City based on the Super Pool Pass use count at the City's Pool Facilities divided by the total number of Super Pool Pass use count. The calculation will be used to determine the transfer of funds among Cities based on money collected and due each entity. For example, if at the end of the 2016 swim season Super Pool Passes were used on 500 occasions at all Pool Facilities, and on 100 occasions at the Mission Pool Facilities, then Mission would be credited 1/5th of the pooled revenue. This number will be compared to dollars collected in Mission to determine transfer in or out of funds.

i. Qualified Patrons who are residents may only purchase Super Pool Passes from the City in which they reside.

IV. POOL SAFETY STANDARDS

Each City agrees to operate and maintain its Pool Facility in compliance with safety standards generally applicable to municipal pool facilities in Kansas, including, but not limited to, the following practices:

a. All Pool Facilities must comply with federal regulations contained in the Virginia Graeme-Baker Act.

b. All Pool Facilities must be municipally owned and either (a) operated by municipal staff, (b) operated by a professional pool management company engaged by the city, or (c) operated by JCPRD.

c. All Pool Facilities must meet facility standards in regards to proper placement of guards, number of guards on duty and facility readiness standards as published by the American Red Cross, Ellis and Associates, or Starguard.

d. All lifeguards must receive lifeguard certification from an accredited association.

V. LIABILITY

The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of Pool Facilities described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto on the day and year indicated by each signature.

[signature pages follow]

CITY OF FAIRWAY, KANSAS

By _____
Jerry Wiley, Mayor

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

CITY OF LEAWOOD, KANSAS

By _____
Peggy Dunn, Mayor

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

CITY OF MERRIAM, KANSAS

By _____
Ken Sissom, Mayor

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

CITY OF MISSION, KANSAS

By _____
Steve Schowengerdt, Mayor

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

CITY OF PRAIRE VILLAGE, KANSAS

By _____
Laura Wassmer, Mayor

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

CITY OF ROELAND PARK, KANSAS

By _____
Joel Marquardt, Mayor

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

JOHNSON COUNTY PARKS AND
RECREATION DISTRICT

By _____
Paul Snider, Board Chair

Attest:

_____
Michael Pirner, Secretary

Approved as to Form:

_____
Ernie Ballweg, District Legal Counsel

Exhibit A

CITY	**OUTDOOR POOL FACILITIES**
Fairway	6136 Mission Road Fairway, KS 66205
Leawood	10601 Lee Boulevard Leawood, KS 66206
Merriam	6040 Slater Merriam, KS 66202
Mission	6090 Woodson Road Mission, KS 66202
Prairie Village	7711 Delmar Street Prairie Village, KS 66208
Roeland Park/Parks and Recreation District	4843 Rosewood Drive Roeland Park, KS 66205

Letter of Understanding

This UNDERSTANDING ("Understanding") is made and entered into this ___ day of _____, by and between the **Johnson County Park & Recreation District** and the **Cities of Fairway, Leawood, Prairie Village, Roeland Park, Mission and Merriam** (individually referred to as "Hosting Agency and collectively as "Hosting Agencies"), for the following arrangement (the "Arrangement"): On days when an agency hosts a swim or dive meet, all other non-hosting agencies will honor host agency memberships.

RECITALS

1. The Hosting Agencies recognize the importance of cooperation for the purposes of providing high quality services to their constituents; and

2. Each of the Hosting Agencies is involved in the Johnson County Swim and Dive League or the MOKAN Swim and Dive League.

CONDITIONS

1. This Arrangement shall only apply to the 2016 swim and dive team season from the beginning of June to the end of July.

2. This Arrangement is only applicable on days when a Hosting Agency must be closed during regular business hours to host a meet.

3. Members of the Hosting Agencies may gain admission, at no cost, to any non-Hosting Agency's outdoor swimming pool facilities by providing agency issued membership identification.

4. Non-Hosting Agencies will honor host agency memberships during ALL regular business hours on meet days.

5. Any Hosting Agency may "opt out" of this Arrangement by providing written notice to each other Hosting Agency. Hosting Agencies shall meet at the end of the season to evaluate the success of the Arrangement and determine participation for the 2016 season.

6. The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of Pool Facilities described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or

death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

[signatures]

CITY OF FAIRWAY, KANSAS

By:_____
Jerry Wiley, Mayor

Attest:_____

CITY OF LEAWOOD, KANSAS

By:_____
Peggy Dunn, Mayor

Attest:_____

CITY OF MERRIAM, KANSAS

By:_____
Ken Sissom, Mayor

Attest:_____

CITY OF MISSION, KANSAS

By:_____
Steve Schowengerdt , Mayor

Attest:_____

CITY OF PRAIRIE VILLAGE, KANSAS

By:_____
Laura Wassmer, Mayor

Attest:_____

CITY OF ROELAND PARK, KANSAS

By:_____
Joel Marquardt, Mayor

Attest:_____

JOHNSON COUNTY PARK AND RECREATION DISTRICT

By:_____
Paul Snider, Board Chair

Attest:_____

City of Mission	Item Number:	6h.
ACTION ITEM SUMMARY	Date:	February 21, 2016
Parks & Recreation	From:	Christy Humerickhouse

Action items require a vote to recommend the item to full City Council for further action.

RE: Intergovernmental Services Agreement between the cities of Mission, Shawnee, and Lenexa to provide recreational programs including travel opportunities.

RECOMMENDATION: Authorize the Mayor to sign the intergovernmental services agreement for Mission to participate in offering day/extended trips with the cities of Shawnee and Lenexa.

DETAILS: Mission, Lenexa, and Shawnee are vibrant and growing communities which share a common interest in providing recreational programs, including travel, to their residents. Cooperating in planning and providing combined travel opportunities allows the communities to be more efficient by not duplicating trips or having to cancel trips because of a lack of participation.

Under this agreement each city is limited to a maximum of fifteen registered participants per trip. The total number of registered participants from all cities shall be forty-five. In the event one city has more than fifteen participants interested in registering, each city may maintain a waiting list for use in the event another city does not fill all of it's spots. Extra spots will be filled from the waiting lists.

In order to cover the costs incurred by the cities in the performance of the service, the cities will add an additional amount (an upcharge) equal to 15% of the cost of each trip charged by the bus company. Each city will be responsible for registering their own participants and collecting payment. At the completion of each trip, the costs (including the upcharge) shall be divided and apportioned between the cities based upon the number of registered participants from each city. If a city does not have any registered participants, they are not responsible for any costs.

This agreement shall be in effect until December 31, 2016.

CFAA CONSIDERATIONS/IMPACTS: This activity supports section 4-A of the Communities for All Ages Checklist, which establishes as a goal that **"**the city and its partners understand the demographic makeup of residents, engages with the community and then designs programming, including recreational opportunities, that respects the needs and interests of diverse populations." The day and extended trip program established by this interlocal agreement provides services to all ages, but especially are programmed for the City's senior citizens.

Related Statute/City Ordinance:	NA
Line Item Code/Description:	NA
Available Budget:	NA

INTERGOVERNMENTAL SERVICES AGREEMENT

THIS AGREEMENT [hereinafter "Agreement"], is made and entered into this ___ day of _____, 2016, in Johnson County, Kansas, by and between the City of Lenexa, Kansas, [hereinafter "Lenexa"], the City of Shawnee, Kansas, [hereinafter "Shawnee"], and the City of Mission, Kansas, [hereinafter "Mission"], each Party having been organized and now existing under the laws of the State of Kansas,

WHEREAS, Lenexa, Shawnee and Mission, hereinafter collectively referred to as "Parties", are vibrant and growing communities which share a common interest in providing recreational programs including travel opportunities to residents of the community; and

WHEREAS, the Parties deem it to be in the best interest of the public to cooperate in the planning and providing of combined travel opportunities (hereinafter the "Service") in order to serve the community more efficiently by not duplicating trips and decreasing the number of trip cancellations due to an insufficient number of participants; and

WHEREAS, K.S.A. 12-2908, as amended, authorizes the Parties to cooperate in providing the Service; and

WHEREAS, the Governing Bodies of each of the Parties hereto have determined to enter into this Agreement for the aforesaid Service; and

WHEREAS, the Governing Body of Lenexa did approve and authorize its mayor to execute this Agreement by official vote of the Body on the _____ day of _____, 2016; and

WHEREAS, the Governing Body of Shawnee did approve and authorize its mayor to execute this Agreement by official vote of the Body on the _____ day of _____, 2016; and

WHEREAS, the Governing Body of Mission did approve and authorize its mayor to execute this Agreement by official vote of the Body on the _____ day of _____, 2016.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable consideration, the Parties agree to the following terms and conditions:

1. PURPOSE OF AGREEMENT: The Parties enter into this Agreement to provide the Service for residents of each community, efficiently in a non-duplicative manner. The Parties believe that by providing the Service, attendance will increase thereby reducing

the number of cancellations due to an insufficient number of participants. This Agreement is not intended to create a separate or independent legal entity. Nothing in this Agreement is intended to limit or prevent, in any way, the authority or ability of each Party to plan, manage, provide, or approve any recreational program.

2. ADMINISTRATION OF THE SERVICE: It is acknowledged and understood between the Parties that since there are three separate entities included within the proposed Service, one of the entities should be designated as being "in charge" of scheduling and contracting the Service. However, Parties shall have the right of review and comment on the Service decisions at any time throughout duration of the Agreement, and any subsequent agreements hereto. Therefore, the Parties agree that the Service shall be administered as follows:

a. Lenexa shall coordinate the Service by scheduling and booking the individual trips (hereinafter "Trip(s)") through Ottawa Bus Service, Inc. d/b/a Crossroad Tours [hereinafter "Crossroad"], including drafting any and all addendums to Crossroad's form agreement for each individual trip.

b. The Parties anticipate that the following individuals will perform as the Principals under this Agreement:

i. Lenexa: Bettie Partington
ii. Mission: Jenny Smith
iii. Shawnee: Kate Kinkaid

As Principals on this project, these individuals shall be the primary contact for their respective city.

c. Parties shall be individually responsible for marketing the Combined Trips in their respective city brochures, newsletters, and flyers.

d. Each Party is limited to a maximum of fifteen (15) registered participants per trip. The total number of registered participants from all Parties shall be forty-five (45) participants. In the event a Party has more than 15 participants interested in registering, each Party may maintain a waiting list (hereinafter the "Wait List") for use in the event another Party does not fill all of its spots. Extra spots to be filled from the Wait Lists will be offered one at a time to the Parties in the following rotating pattern: Lenexa, Mission, Shawnee. Individuals on the Wait List shall not be guaranteed participation in the Trip. For each Trip a minimum number of participants are required

to be registered in order for the Trip to run as scheduled and without additional costs to each Party. If this minimum number is not met the Trip may not run.

e. In order to cover the costs incurred by Parties in the performance of the Service, The Parties will add an additional amount equal to fifteen (15) percent (hereinafter "Upcharge") to the cost of each Trip charged by Crossroad. Each Party's respective Principal shall be individually responsible for registering participants and collecting deposits from participants. The schedule of Trips, attached hereto and incorporated by reference as Exhibit "A", provides which of the Parties will be participating in each Trip. At the completion of each Trip, the costs of each scheduled Trip and the Upcharge shall be divided and apportioned between the Parties based upon the number of registered participants from each Party who attended the Trip. If a Party does not have any registered participants who attended a trip, the Party will not be responsible for the cost of the Trip, nor will said Party receive any portion of the upcharge.

f. Lenexa shall be responsible for drafting and coordinating execution of the addendum with Crossroad for each trip scheduled. After Lenexa has a draft addendum, Lenexa will email the draft addendum to the Principal(s) at Mission and/or Shawnee for their review. Parties agree that they will return any comments or proposed changes to the draft addendum to Lenexa as quickly as possible, but in no event later than ten (10) calendar days after receipt. Once the addendum terms are agreed upon, Lenexa will email the final addendum to the Principal(s) at Mission and/or Shawnee for execution. Parties agree that they will email their signature page to the other Parties as quickly as possible, but in no event later than five (5) business days after receipt. Each Party's City Administrator/Manager and/or Parks and Recreation Director are authorized to execute addendums under this Agreement. Lenexa will ensure that Crossroad has a fully-executed copy of each addendum.

3. DURATION AND TERMINATION OF AGREEMENT: This Agreement shall continue in full force and effect until December 31, 2016.

4. PLACING AGREEMENT IN FORCE: Upon Governing Body approval and execution, each Party shall email to the other Parties' Principals a scanned copy of their respective execution page.

5. AMENDMENTS: This Agreement cannot be modified or changed by any verbal statement, promise or agreement, and no modification, change nor amendment shall be

binding on the Parties unless it shall have been agreed to in writing and signed by all Parties.

6. JURISDICTION: This Agreement shall be construed according to the laws of the State of Kansas and may be enforced in the District Court for Johnson County, Kansas.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the Parties hereto on the day and year first above written.

(*Remainder of page intentionally left blank. Signatures follow.*)

CITY OF LENEXA, KANSAS

_____
Michael A. Boehm, Mayor

ATTEST:

_____
David F. Bryant III, City Clerk

APPROVED AS TO FORM:

_____
MacKenzie Harvison, Assistant City Attorney III

CITY OF MISSION, KANSAS

_____
_____, Mayor

ATTEST:

_____
_____, City Clerk

APPROVED AS TO FORM:

_____

CITY OF SHAWNEE, KANSAS

_____
_____, Mayor

ATTEST:

_____
_____, City Clerk

APPROVED AS TO FORM:

_____

EXHIBIT A

TRIP	DAY(S)	DATE(S)	MISSION	SHAWNEE	LENEXA
Prairie Band Casino	TH	30-Mar			X
Baldwin City Dinner Train	W	27-Apr	X		X
Washington, Wamego	W	18-May			X
St. Joseph, MO	W	25-May	X	X	X
Warm Springs Ranch	TH	2-Jun	X	X	X
Oklahoma City	W/TH	29/30 - Jun			X
Prairie Band Casino	W	13-Jul			X
Chicken N' Pickin'	W	17-Aug	X		X
St. Louis, MO	T/W	13/14 - Sep	X		X
Art & Wine- Hermann	TH/F	22/23 - Sep			X
Downstream Casino	TH	29-Sep			X
Jamesport, MO	TH	5-Oct	X	X	X
Louisburg, KS	TH	20-Oct	X	X	X
Crystal Bridges	W/TH	2/3 - Nov			X
Branson, MO (tentative)	W/TH	16/17 - Nov		X	X