# *CITY OF MISSION, KANSAS*
# COMMUNITY DEVELOPMENT COMMITTEE

## WEDNESDAY, JUNE 1, 2016
## 6:30 p.m.
## Mission City Hall

### PUBLIC COMMENTS

### PUBLIC PRESENTATIONS / INFORMATIONAL ONLY

### ACTION ITEMS

1. Parks Master Plan Presentation and Resolution - Christy Humerickhouse
2. Safe Routes to School Phase I Study Presentation and Resolution - Danielle Murray & Glen Cole
3. 2016 Chip Seal Program - John Belger
4. Revised CARS Resolution - John Belger
5. Waterworks Park Lease Renewal - Christy Humerickhouse
6. Tree Board 2017 Budget Request - Christy Humerickhouse
7. Countryside Tree Trimming Request - Laura Smith
8. Brinshore Cancellation Resolution - Laura Smith

### DISCUSSION ITEMS

9. Safe Routes to School Phase II Grant Application - Laura Smith & Glen Cole

### 2017 BUDGET

### OTHER

**Arcie Rothrock, Chairperson**
**Suzie Gibbs, Vice-Chairperson**
***Mission City Hall, 6090 Woodson***
***913-676-8350***

| City of Mission | Item Number: | 1. |
|---|---|---|
| ACTION ITEM SUMMARY | Date: | 5/20/2016 |
| Community Development | From: | Christy Humerickhouse |

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

**RE:** Parks and Recreation Master Plan

**RECOMMENDATION:** Approve the Master Plan as recommended by the Parks and Recreation Commission and presented by the consulting team of Confluence, Ballard King, and ETC.

**DETAILS:** The purpose of a Parks and Recreation Master Plan is to serve as a planning document to guide the City in resource allocation and decision-making related to the delivery of parks and recreation services for the next 5-10 years. The Master Plan provides recommendations on how to maintain and enhance our parks, recreation facilities, and programs to meet public needs and expectations.

Following a process that included collecting data on the current condition of the parks, public open houses, meetings with prospective user groups, and a statistically valid resident survey, the consulting team presented recommendations for review by the public and the Master Plan Steering Committee. Among other things, the plan resulted in a new Mission Statement for the department:

> "To enrich the quality of life for residents of Mission and surrounding areas by fostering a strong sense of community and providing a variety of multi-generational activities that promote healthy lifestyles."

As well as an updated Vision Statement:

> "Become the most integrated, connected and accessible parks and recreation system in Northeast Johnson County."

The recommendations included in the plan are connected to seven "Big Ideas" that stem from the Mission and Vision Statements; economics, connection, programming, visibility, sustainability, health and population. Additionally, the recommendations are divided into five different areas: financial, facility, program, operations and management, and miscellaneous.

The Parks Master Plan was reviewed by the Mission Parks and Recreation Commission on May 25th. They have forwarded it to the City Council with a recommendation for approval as presented by the Confluence consulting team.

**CFAA CONSIDERATIONS/IMPACTS:** The Parks Master Plan was developed to support an approach that will ensure the city "develops and implements age-friendly policies that consider the needs of persons of all ages in the siting, design and development of public spaces" such as parks and other recreation spaces.

| Related Statute/City Ordinance: | N/A |
|---|---|
| Line Item Code/Description: | N/A |
| Available Budget: | N/A |

**RESOLUTION NO. _____**

**A RESOLUTION SUPPORTING THE RECOMMENDATIONS OF MISSION'S PARKS AND RECREATION MASTER PLAN.**

**WHEREAS,** the Parks and Recreation Master Plan was developed through a lengthy planning and public input process that yielded a detailed set of recommendations for charting a course for the development, enhancement, and maintenance of parks and recreation facilities and programs within the City of Mission; and

**WHEREAS,** the Parks and Recreation Master Plan is intended to be a dynamic and flexible tool for the management of the City's recreational assets, and;

**WHEREAS,** the Master Plan is designed to allow the City to refine and rebalance the priorities as the demographics and recreation trends evolve or funding opportunities change; and;

**WHEREAS,** the Mission Parks and Recreation Commission reviewed the Master Plan and has determined that it meets the planning objectives and is in the best interest of the residents of the City of Mission.

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

**Section 1.** The Mission City Council approve the Parks and Recreation Master Plan as prepared by Confluence, as the Master Plan for the City of Mission to be used as a resource for the growth and development of parks and recreation facilities and programs within the City.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION,** this 15th day of June 2016

**APPROVED BY THE MAYOR** this 15th day of June 2016.

_____
Steve Schowengerdt, Mayor

ATTEST:

_____
Martha Sumrall, City Clerk

# PARKS AND RECREATION MASTER PLAN

CITY OF MISSION, KANSAS

FINAL
DRAFT

# ACKNOWLEDGEMENTS


## MAYOR

Steve Schowengerdt

## CITY COUNCIL

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Laura Smith

## PARKS AND RECREATION DIRECTOR

Christy Humerickhouse

## PLANNING TEAM

CONFLUENCE
Terry Berkbuegler
Hank Moyers
Caitlin Henricksen

BALLARD*KING & ASSOCIATES LTD
Darin Barr

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Statistically Valid Survey:
http://www.missionks.org/

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# 1 INTRODUCTION

## 1.1 PLAN OVERVIEW

The Mission Parks and Recreation Department administers several recreation facilities, including the Sylvester Powell, Jr. Community Center, the Mission Family Aquatic Center, seven parks totaling just over 30 acres, and a walking/biking trail that connects the city from east to west. Investing in the Parks and Recreation system increases the quality of life offered in Mission, boosts residential and business reinvestment, and attracts and maintains residents. Creating a comprehensive Parks and Recreation Master Plan, with extensive input from an appointed steering committee and the public, not only captures the community's vision and aspirations, but also provides creative strategies to guide financially responsible investments in high quality programming and services.

Investment in Parks and Recreation plays a central role in the continued growth and economic health of Mission. The Parks and Recreation Master Plan will complement previous studies and planning efforts, such as the Mission Comprehensive Plan, Communities for All Ages Plan and Checklist, City of Mission's Strategic Redevelopment Plan and Livable Streets Policy, City of Mission's Sustainability Programs and Initiatives Plan 2010, benchmarking analyses from 2006 and 2015, and other previous studies. Similarly, future city wide planning efforts should incorporate the ideas and recommendations outlined in this plan.

## 1.2 MISSION AND VISION

A strong Parks and Recreation department must be built on a solid foundation made of bold aspirations and a clear mission of serving the community. City Staff and the Steering Committee invested considerable time during the initial stages of this planning process to thoughtfully discuss current departmental offerings as well as the long term vision of where the department should strive to be in the future. The following Mission and Vision Statements not only provide guidance for discussions, but create a measuring stick for decisions made throughout the planning process. These statements should be made readily available and routinely reviewed with City leaders and staff, to ensure decisions are aligned with the community vision.

> "TO ENRICH THE QUALITY OF LIFE FOR RESIDENTS OF MISSION AND SURROUNDING AREAS BY FOSTERING A STRONG SENSE OF COMMUNITY AND PROVIDING A VARIETY OF MULTI-GENERATIONAL ACTIVITIES THAT PROMOTE HEALTHY LIFESTYLES."
>
> -MISSION STATEMENT, MISSION PARKS AND RECREATION

> "BECOME THE MOST INTEGRATED, CONNECTED AND ACCESSIBLE PARKS AND RECREATION SYSTEM IN NORTHEAST JOHNSON COUNTY."
>
> -VISION STATEMENT, MISSION PARKS AND RECREATION

## 1.3 PURPOSE

The Mission Parks and Recreation department strives to meet the needs of its citizens by providing high quality Parks and Recreation services and facilities. The Parks and Recreation Master Plan is a comprehensive approach to guide long-term decision making regarding maintenance and improvements of the Parks and Recreation assets and the funding and management of ongoing Parks and Recreation activities. The 10-year vision includes research, public involvement, and the development of recommendations for all aspects of Mission's Parks and Recreation activities.

## 1.4 PROCESS

The Parks and Recreation Master Plan was developed in three phases, and each phase integrated input from the public, the Steering Committee, and City Staff. The end result is a Master Plan that outlines a clear vision for the future of Mission's Parks and Recreation Department. The Master Plan, built around a series of BIG IDEAS, also includes a series of specific recommendations and supporting action items.

### PHASE 1 - NEEDS ASSESSMENT

To ensure the Needs Assessment provided a solid foundation for the Master Plan, the planning team recorded the current conditions of the Parks and Recreation system and hosted a variety of perspective group input sessions; logging feedback. A statistically valid citizen survey, public input, and steering committee participation provided a comprehensive understanding of the perceptions and realities of Mission's parks today. An inventory of each park was completed, identifying the strengths and opportunities that exist in each park. The information obtained during the initial input meetings and the citizen survey guided development of the Vision Statement, and an update of the Parks and Recreation Mission Statement.

### PHASE 2 - RECOMMENDATIONS

Based on the information assembled and evaluated during the Needs Assessment and citizen survey, the planning team and Steering Committee outlined seven BIG IDEAS that formed the basis for the specific Master Plan recommendations and supporting Action Items. These recommendations were presented to the Steering Committee and the public for review and consideration. The ideas and thoughts shared by the community helped refine the recommendations and, in some instances, defined additional recommendations. The recommendations address all facets of the Parks and Recreation system, including financial, operational, facility, and programming issues. Organized around a number of Big Ideas, these recommendations become the road-map by which City leaders can move toward successful realization of a Parks and Recreation system that its residents want.

### PHASE 3 - IMPLEMENTATION

The key to achieving the plan recommendations is an organized and empowered team equipped with clear direction and responsibilities. The final phase of the master plan process involved organizing the key plan recommendations, developing meaningful and achievable action items, and prioritizing these elements to provide a manageable plan of attack. The planning team worked closely with City Staff to match recommendations to planned funding availability, recreation and program scheduling, staff availability, and other factors that influence success and accountability. The ultimate goal of the implementation matrix is to provide the City with a guide for action and a tool for tracking progress. The implementation matrix can be found in Chapter 4 of the Master Plan.

## 1.5 MASTER PLAN SUMMARY

The Parks and Recreation Master Plan will provide direction to City Leadership and staff for the next 10 years. Key factors that should be considered as the City begins to implement the components of the master plan are outlined below.

The City has made a significant investment in the active recreation centers within their inventory; the Sylvester Powell, Jr. Community Center and the Mission Family Aquatic Center. That investment is clearly illustrated annually, with 20-25% of the City's overall operating budget earmarked for operations. The survey results indicate these facilities are well received by residents and non-residents alike. In contrast, the City has not made the same level of investment in the outdoor parks system, making that the primary focus of the master plan. However, the report also covers the department's continued goals for operational improvements and quality service delivery system-wide.

Currently the Parks and Recreation staff are tasked with the operations of the community center and the aquatic center. The goal for the community center is to reach 100% cost recovery. In order for that to be accomplished, the City will need to continue to implement best practices, operate with a business mind-set and consider potential renovations to the facility. Renovations should focus on areas of high use and high return on investment, such as weights/cardio training and fitness. The market analysis section of the Master Plan indicates that these activities, along with exercise walking, represent a significant percentage of what patrons, both Mission residents as well as residents within the secondary service area desire.

Establishing an appropriate cost recovery goal for the aquatic center should be discussed. It will be important to recognize the challenges of other competing facilities in close proximity and the potential impact of weather on an outdoor aquatic facility.

Continued investment in both facilities is important, but attention must also be focused on implementation of the Master Plan as it relates to parks. The survey results indicated that maintenance of the existing parks was a high priority for residents. Identifying maintenance standards, and the resources necessary to implement them, will be an important first step in implementing the Master Plan. Additionally, the Master Plan can assist in developing a plan for investing in park system upgrades based on the wants/needs of the community.

Several of the recommendations included in the plan, such as improved shelters and reconfigured practice fields, would allow the City to generate additional revenue. In contrast, other recommended amenities - walking/biking trails, improved wayfinding, and theming - won't directly generate revenue. However, they can improve overall exposure and appeal of the park system to the public, expanding use and creating other potential for revenue growth. It is rare that municipal Parks and Recreation agencies are able to achieve 100% cost recovery with both their parks operation and their recreation operation. It will be important that as the City continues to invest in parks that they adopt best practices and a business-like mindset.

After developing a comprehensive Master Plan, the challenge many municipal agencies face is funding the recommended improvements. In order to renovate and expand the Mission Family Aquatic Center, the City passed a 3/8 cent sales tax. A significant portion of that sales tax is devoted to retiring debt service for the aquatic center. However, a portion of the dollars can be directed toward operations and proposed improvements of Parks and Recreation facilities. By being a good steward of these tax dollars, and investing in alignment with the master plan, City leaders may build a strong case for renewal of the 3/8 cents sales tax upon sunset (2023).

The Master Plan was developed using a robust public input process. Following adoption of the Master Plan, that level of communication will need to continue. Keeping the public aware of the improvements being made and the reasoning behind them shows that they not only have been listened to, but that the City is spending tax dollars wisely. In many cases, Steering Committee members become an integral part of communication back to the public. They have been identified because of their involvement and connection with the community. As such, they should become champions of the plan and its recommendations. In many instances, their voice in the community becomes as strong as that of the staff.

The bottom line goal of the Master Plan is to continue to refine how the community centers and aquatic center operate and to chart a long term course for providing high quality, well maintained park facilities and popular, well attended, recreation and enrichment programs.

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# 2 PARK SYSTEM NEEDS

## 2.1 EXISTING PARKS SUMMARY

In January 2015, the team conducted a detailed inventory and assessment of each of Mission's parks, the Sylvester Powell, Jr. Community Center, and the Mission Family Aquatic Center. The assessments equipped the team with an understanding of existing features and conditions, along with size, age, and maintenance levels currently provided.

Based on these inventories, comprehensive recommendations for park classifications, based on National Recreation and Parks Association (NRPA) guidelines, were developed. These classifications help to define the existing level of service provided to the residents of Mission and form the basis for capital improvement recommendations for future improvements as well as expansion opportunities for the entire Parks and Recreation system.

## SUMMARY OF SYSTEM FACILITIES

The following City of Mission Parks and Recreation facilities were evaluated:

- Andersen Park / 6000 W 61st St.
- Broadmoor Park / 5701 Broadmoor
- Mission Family Aquatic Center / 5930 W 61st St.
- Mohawk Park / 67th and Lamar
- Park on Beverly / 5935 Beverly
- Pearl Harbor Park / Martway and Maple
- Rock Creek Trail / Extends between Mission's eastern and western borders
- Streamway Park / 51st & Foxridge
- Sylvester Powell, Jr. Community Center / 6200 Martway St.
- Waterworks Park / 53rd and Woodson

Each facility was evaluated relative to amenities/activities offered, location, condition, accessibility, and potential for future improvements and/or expansion. Additional information was gathered pertaining to facility sizes, maintenance, and level of usage. A photographic inventory was assembled for each facility to document findings. The inventory and assessments from each facility are included in Appendix A5.

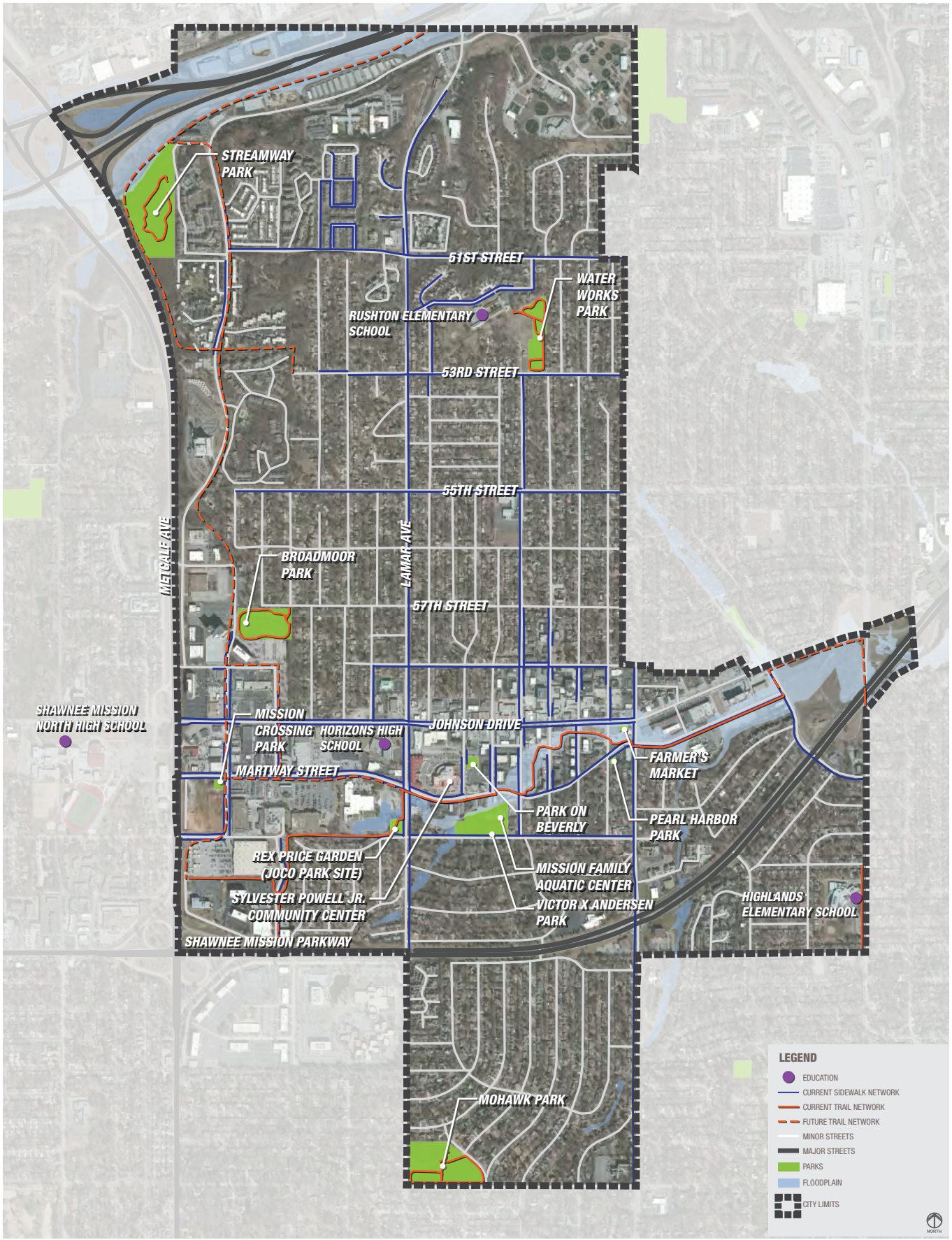


*Figure 2.1 - Existing Mission Parks*

The following is a brief summary of the strengths and needs that exist throughout Mission's Parks and Recreation facilities.

FACILITY STRENGTHS:

- High Quality Facilities. The City of Mission is well served by the Sylvester Powell, Jr. Community Center and the Mission Family Aquatic Center. These facilities are comparable to other top facilities in the metropolitan area relative to programming, usage and quality.
- Safe and Clean Community. Residents have a variety of programming options to choose from in City parks that are clean, safe, and free of debris and graffiti.
- Well Attended Facilities. The Sylvester Powell, Jr. Community Center and Mission Family Aquatic Center are very high quality facilities that are well attended and should serve Mission's residents for decades if maintained properly.

FACILITY NEEDS:

- ADA Accessible Facilities. Many facilities do not currently meet ADA accessibility requirements, and improvements which allow access to all park users, regardless of age or ability should be considered.
- Greater Variety and Updated Play Elements. Many playgrounds will need to be updated. There is an opportunity to make specific playgrounds themed, as well as incorporate equipment and amenities that appeal to a wider spectrum of ages. These may include, but are not limited to: bocce ball courts, horseshoe pits, disc golf, exercise stations, splash pads, a dog park and volleyball courts.
- Expand Current Program Offerings. Opportunities within Mission exist to expand current offerings and connectivity between facilities in order to increase levels of service throughout the community.
- Maintenance of Existing Facilities. It is important to the community to maintain existing facilities and preserve the existing park system. Maintenance focus should include playgrounds, landscaping, structures, and site furnishings. As Mission is land locked, future park facility space is limited and providing a guiding maintenance outline for park facilities will be vital to the future conditions of park elements.
- Park Facility Identity. Through the input of the community, increased awareness and wayfinding signage for the parks and the City were identified as top priorities. It was not uncommon to hear from respondents that they were unfamiliar with the park facilities offered in Mission. Facility identity is needed throughout the system and entry signage, shelters, furnishings, and wayfinding signage should be used to create that identity.
- Connective Trail Network. Input, received through both the public open houses and the statistically valid survey, ranked trail connectivity as a top priority for citizens of Mission. This includes providing connections within the parks, improving sidewalk conditions to access parks, and connections to adjacent park and trail networks. The City of Mission should continue to identify and work with potential partners to evaluate opportunities to connect to the regional trail system.
- Extend Usage of Park Facilities. There is a need to provide restroom facilities and water fountains at some parks. This will allow for park users to stay and enjoy the facilities for longer time periods, potentially increasing programming opportunities.

*Figure 2.2 - Existing Park Facilities*

## 2.2 LEVEL OF SERVICE

Level of Service (LOS) is a standard measure indicating how well residents of a community are served by park facilities. This assessment considers the size and location of parkland as well as the available amenities and services. Previously, the National Recreation and Park Association (NRPA), established a standard of 10 acres of parkland per 1,000 residents to assist communities with planning, growth, and park system management. However, in 2000, the NRPA updated the guidelines to allow more flexibility in considering individual program elements or activities on a case by case basis in order to tailor the system most appropriately within the fiscal limits of each individual community. This essentially allows communities to determine their own standards.

### PARK CLASSIFICATIONS

Based on the previous NRPA standard, the 27.25 acres maintained by Mission Parks and Recreation falls short of the total acreage needed to adequately serve approximately 9,516 residents (2013 data). Additional information relating to general descriptions of each service level, typical program, site size standards, and area required per 1,000 residents is further outlined below. The classification categories include:

- Neighborhood Parks - (5 acres with a half mile service radius; informal, active, and passive recreation; 2 acres / 1,000)
- Historic Sites (1 acre / 1,000)
- Community Centers (1 acre / 10,000)
- Aquatic Centers (1 pool / 25,000 residents)

Currently, based on size and facilities, all of Mission's parks are classified as neighborhood parks.

### LEVELS OF SERVICE ANALYSIS

The LOS for Mission's system was initially calculated on the previous NRPA standard (10 acres/1,000 people) in order to gain a baseline understanding of the system. Mission's current parks system is limited by the lack of available open land for expansion. A detailed assessment of the parks and open space available to Mission residents provides an understanding of the opportunities for development of other recreational amenities.

To support the LOS analysis, the service radius for parks, both in Mission and surrounding areas was delineated to illustrate coverage and help quickly identify potential service area gaps. This map (pg 13) indicates a gap in the northern third of the City. While adding more park land in this area would be desired, Mission's land locked status creates a variety of obstacles which make this unlikely. In lieu of adding additional land, adding or upgrading amenities within the existing system can help meet service goals. Improvements and better connections to trails or sidewalks, or making it easier for residents to get to the parks safely, can be used to meet Mission's service standards. Information provided through the community survey would support this investment.

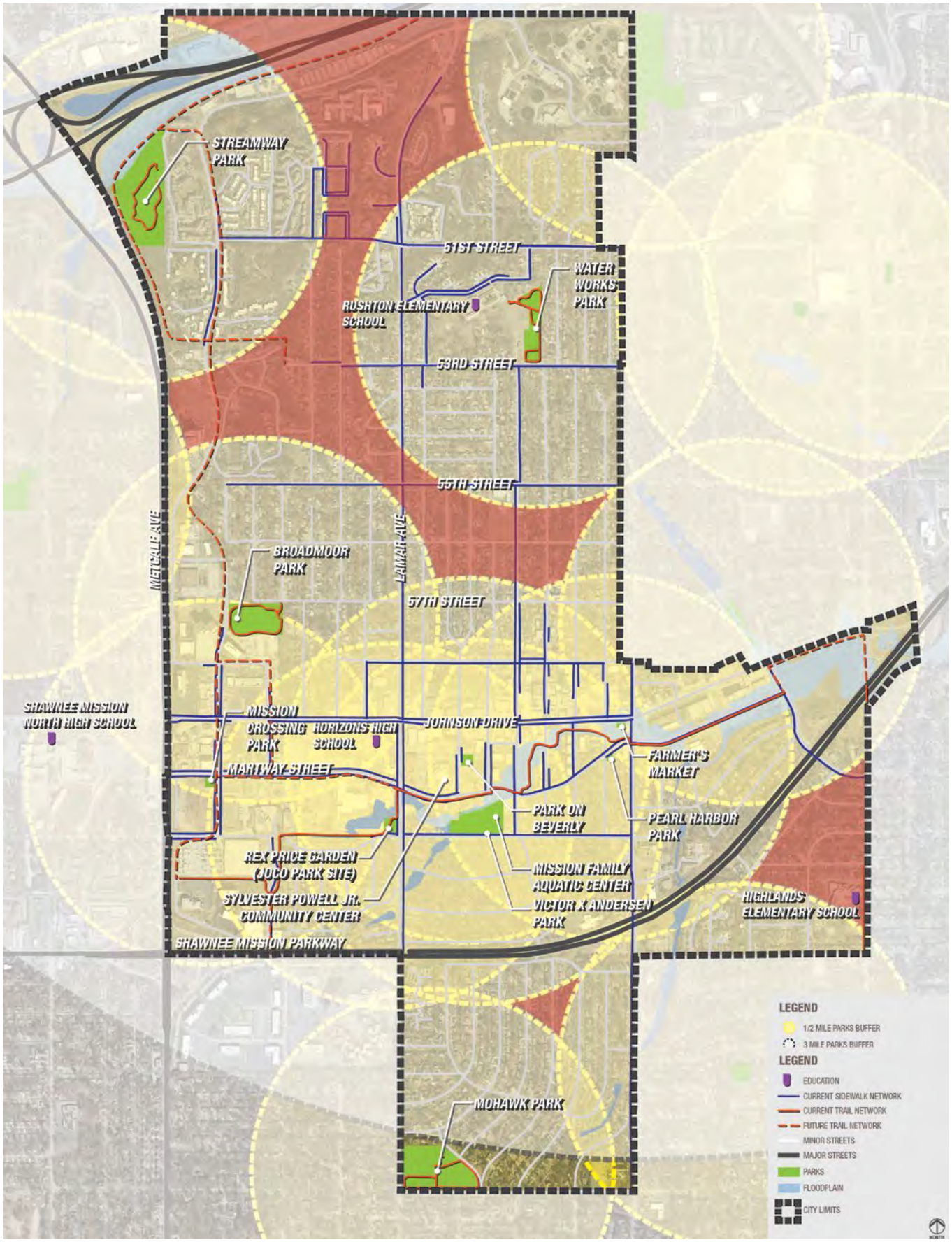


*Figure 2.3 - Existing Level of Service Map*

## LEVEL OF SERVICE SUMMARY

Within the LOS analysis, surrounding service provider's facilities available Mission residents should be taken into consideration when establishing service goals and standards. Following a detailed level of service review, the team identified a variety of additional service providers, such as schools, state and county facilities which help provide additional amenities and services coverage for Mission residents. As illustrated in the table below, these facilities increase the total service level to 10.16 acres/1000 residents, leaving a total deficiency of 37 acres of parkland within Mission. This deficiency is based on a recommended service level standard of 14 acres per thousand residents which would incorporate additional community and regional level parks. In lieu of adding parkland to the system, increasing signature amenities within existing parks and improving the City's sidewalk and trail network can help create a larger service reach.

| PARKS: | 2015 Inventory - Developed Facilities | | | | | | | | | | | | 2015 Facility Standards | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Park Type | Units | Mission Park Inventory | Schools | State Facilities | Johnson County Facilities | Total Inventory | Current Service Level based upon 2013 population | | | Recommended Service Levels; Revised for Local Service Area | | | Meet Standard/ Need Exists | Additional Facilities/ Amenities Needed | |
| Neighborhood Parks | Acre(s) | 27.00 | | | 0.50 | 27.50 | 2.89 | acres per | 1,000 | 2.00 | acres per | 1,000 | Meets Standard | - | Acre(s) |
| Community Parks | Acre(s) | - | | | 5.20 | 5.20 | 0.55 | acres per | 1,000 | 5.00 | acres per | 1,000 | Need Exists | 42 | Acre(s) |
| Regional Parks | Acre(s) | - | | | 44.00 | 44.00 | 4.62 | acres per | 1,000 | 5.00 | acres per | 1,000 | Need Exists | 4 | Acre(s) |
| Historic/Cemetery Sites | Acre(s) | 0.25 | | 12.00 | | 12.25 | 1.29 | acres per | 1,000 | 1.00 | acres per | 1,000 | Meets Standard | - | Acre(s) |
| School Park | Acre(s) | - | 7.75 | | | 7.75 | 0.81 | acres per | 1,000 | | acres per | 1,000 | Meets Standard | - | Acre(s) |
| Other Maintained Areas | Acre(s) | | | | | - | - | acres per | 1,000 | | acres per | 1,000 | Meets Standard | - | Acre(s) |
| Undeveloped Park Land | Acre(s) | | | | | - | - | acres per | 1,000 | 1.00 | acres per | 1,000 | Need Exists | 10 | Acre(s) |
| **Total Park Acres** | Acre(s) | **27.25** | **7.75** | **12.00** | **49.70** | **96.70** | **10.16** | **acres per** | **1,000** | **14.00** | **acres per** | **1,000** | **Need Exists** | **37** | **Acre(s)** |
| **OUTDOOR AMENITIES:** | | | | | | | | | | | | | | | |
| Picnic Shelter Small (Under 50) | Sites(s) | 5.00 | | | | 5.00 | 1.00 | site per | 1,903 | 1.00 | site per | 5,000 | Meets Standard | - | Sites(s) |
| Picnic Shelter Medium (50-100) | Sites(s) | - | | | | - | 1.00 | site per | - | 1.00 | site per | 10,000 | Need Exists | 1 | Sites(s) |
| Picnic Shelter Large (100+) | Sites(s) | - | | | | - | 1.00 | site per | - | 1.00 | site per | 50,000 | Need Exists | 0 | Sites(s) |
| City/School Multi-Use Courts | Field(s) | - | 2.00 | | 6.00 | 8.00 | 1.00 | court per | 1,190 | 1.00 | court per | 2,500 | Meets Standard | - | Field(s) |
| Rectangular Field Youth (Soccer/Football) | Field(s) | 4.00 | - | | | 4.00 | 1.00 | field per | 2,379 | 1.00 | field per | 4,000 | Meets Standard | - | Field(s) |
| Rectangular Field Adult (Soccer/Football) | Field(s) | | - | | | - | 1.00 | field per | - | 1.00 | field per | 10,000 | Need Exists | 1 | Field(s) |
| Baseball Field Youth (60 ft.) | Field(s) | - | - | | | - | 1.00 | field per | - | 1.00 | field per | 4,000 | Need Exists | 2 | Field(s) |
| Baseball Field Adult (90 ft.) | Field(s) | - | - | | | - | 1.00 | field per | - | 1.00 | field per | 15,000 | Need Exists | 1 | Field(s) |
| Softball Field Youth (250 ft.) | Field(s) | 3.00 | 3.00 | | | 6.00 | 1.00 | field per | 1,586 | 1.00 | field per | 4,000 | Meets Standard | - | Field(s) |
| Softball Field Adult (300 ft.) | Field(s) | | - | | | - | 1.00 | field per | - | 1.00 | field per | 20,000 | Need Exists | 0 | Field(s) |
| Tennis Courts | Court(s) | 2.00 | - | | | 2.00 | 1.00 | court per | 4,758 | 1.00 | court per | 4,000 | Need Exists | 0 | Court(s) |
| Playgrounds | Site(s) | 4.00 | 2.00 | | | 6.00 | 1.00 | site per | 1,586 | 1.00 | site per | 2,500 | Meets Standard | - | Site(s) |
| Off-Leash Area | Site(s) | - | | | | - | 1.00 | site per | - | 1.00 | site per | 40,000 | Need Exists | 0 | Site(s) |
| Sand Volleyball Courts | Court(s) | - | | | | - | 1.00 | court per | - | 1.00 | court per | 10,000 | Need Exists | 1 | Court(s) |
| Hard Trails (Miles) | Mile(s) | 1.67 | | | | 1.67 | 0.18 | miles per | 1,000 | 1.30 | miles per | 1,000 | Need Exists | 11 | Mile(s) |
| Soft Trails (Miles) | Mile(s) | - | | | | - | - | miles per | 1,000 | 0.10 | miles per | 1,000 | Need Exists | 1 | Mile(s) |
| Outdoor Family Aquatic | Site(s) | 1.00 | | | | 1.00 | 1.00 | site per | - | 1.00 | site per | 50,000 | Meets Standard | - | Site(s) |

*Table 2.1- Mission Parks Facility Standards and Level of Service Matrix*

Notes:
Rectangular Sports Fields includes Soccer, Lacrosse, Field Hockey and Rugby Fields
Johnson County Facilities include Antioch Park, Rex Price Garden and the Roeland Park Community Center and Sports Dome
School Facilities Include all Shawnee Mission School Sites and St. Pius Open Space areas

## 2.3 BENCHMARKING ASSESSMENT

Another useful analysis of facilities and performance is a benchmark comparison with other similar communities. With staff assistance, the planning team identified seven comparable communities. Table 2.2 summarizes the data analyzed for each community. Even though not identical, the benchmarking exercise helps to understand how Mission compares with other communities in relation to existing park acres and other profile metrics.

Through this benchmarking exercise, it was determined that Mission's current park acreage, although lower than required per previous NRPA standards, still results in a viable park system because of its proximity and access to facilities in other nearby jurisdictions (i.e. Johnson County Parks and Recreation; Shawnee Mission School District, private church organizations, etc). Additional benchmarking information can be found in the Appendix.

| CITY | POPULATION (2015 ESTIMATE) | LAND LOCKED (Y/N) | EXISTING PARK / OPEN SPACE ACRES | PARK ACRES / 1,000 POP | AVAILABILITY OF UNDEVELOPED LAND WITHIN CITY LIMITS (LOW, MED, HIGH) | AVAILABILITY OF NON-CITY OWNED FACILITIES (SCHOOLS, COUNTY, ADJACENT COMMUNITIES, PRIVATE)* (MINIMAL, SOME, MANY) | TRAILS** (MILES) |
|---|---|---|---|---|---|---|---|
| Mission, Kansas | 9,489 | Yes | 30 | 3.6 | Low | High | 4.2 |
| Grandview, Missouri | 25,802 | Yes | 217 | 8.8 | High | Minimal | 8.7 |
| North Kansas City, Missouri | 4,384 | Yes | 57 | 13.4 | Low | Some | 2.6 |
| Gladstone, Missouri | 25,749 | Yes | 280 | 10.9 | Medium | Some | 4.7 |
| Raytown, Missouri | 29,806 | Yes | 104 | 3.5 | High | Minimal | 14.2 |
| Leawood, Kansas | 32,932 | Yes | 328 | 10.2 | Medium-High | High | 19.3 |
| Merriam, Kansas | 11,201 | Yes | 94 | 8.4 | Low | High | 9.7 |
| Prairie Village, Kansas | 21,892 | Yes | 58 | 2.7 | Low | High | 5.7 |

*Availability of non-city owned facilities can enhance level of service without additional city investment in land acquisition or infrastructure improvements.
**Obtained from GIS Data.

*Table 2.2- Benchmark Summary*

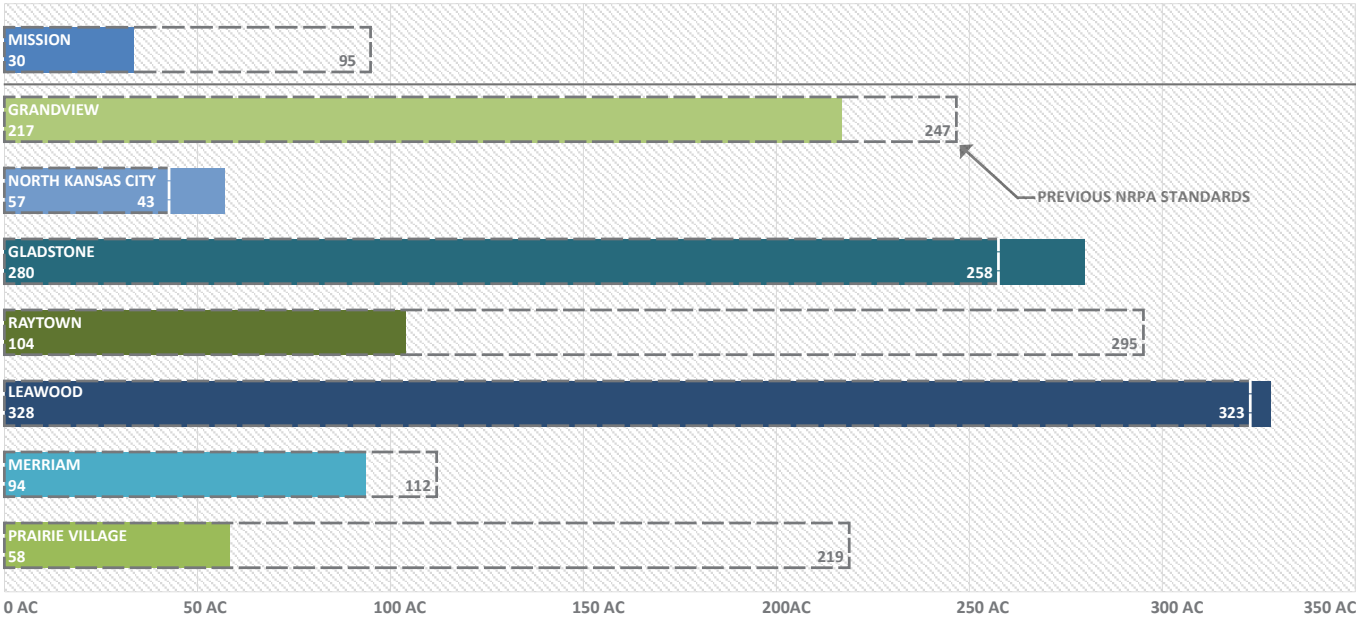


*Figure 2.4- Comparison of Existing Park Acres*

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# 3 RECOMMENDATIONS

## 3.1 BIG IDEAS

In developing the Vision Statement and the Needs Assessment, a series of Big Ideas surfaced that became the inspiration and element of measure for the remaining components of the Parks and Recreation Master Plan. Simple, understandable, and action-oriented, these Big Ideas collectively encompass all of the issues and opportunities that Mission faces as it embarks on implementation of this plan over the next several years. As illustrated in the Implementation Matrix (pages 40-50), each of the Plan Recommendations are aligned with at least one, and often several Big Ideas.

The Big Ideas are further supported by thoughtful capital investment. The Capital Improvement Plan, at the end of this chapter, will assist City leadership with strategic investment that reinforces the Big Ideas and Plan Recommendations.

## SEVEN BIG IDEAS

### ECONOMICS: Leverage proximity and visibility of parks systems for long term economic benefit.

Mission is uniquely positioned within the Kansas City metropolitan area to attract visitors from neighboring cities to attend community events. Utilizing larger parks as venues for these events will further expand visibility of the system by attracting non-residents to local businesses.

### CONNECTION: Provide access to high quality, diverse programs and services.

Access to Parks and Recreation facilities can be enhanced with an expanded sidewalk and trail network. Additionally, taking opportunities and services "out" to residents further expands the reach and accessibility of recreation opportunities.

### PROGRAMMING: Provide high quality, diverse programs and services.

Mission has a great record of providing quality programming. Continuing to offer high quality programs that keep pace with current trends and community interests will be key to maintaining a high value/service ratio.

### VISIBILITY: Improve awareness and visibility of park facilities.

Residents and focus group participants were unaware of where many of Mission's parks are located and, in some cases, what amenities those parks offered. Developing consistent and visible wayfinding signage and park identification signage can be a cost effective strategy to increase park use.

### SUSTAINABILITY: Reinforce Mission's commitment to sustainability within the Parks and Recreation system.

Through the use of thoughtful planning and design, and by providing high quality open spaces that are well maintained, Mission's Parks and Recreation system will support Mission's environmental, economic and social goals for current and future generations.

### HEALTH: Promote health and wellness as a city wide priority.

Mission can continue to gain a reputation as a healthy community by continuing efforts to promote walkability, providing programs that promote fitness and good nutrition, and creating an atmosphere and built environment that embraces active lifestyles.

### POPULATION: Serve all generations and socio-economic populations.

Due to its proximity to downtown Kansas City, affordable housing stock, quality public schools, and small town appeal, Mission is home to a diverse population. Providing facilities and programs which serve multiple user groups will continue to be a key to the success of the Parks and Recreation system.

## 3.1 RECOMMENDATIONS

Based on the survey results, discussions with the Steering Committee, evaluation of existing facilities, and analysis of market data and trends, a series of specific recommendations have been developed to position the City to achieve long term success in the delivery of Parks and Recreation services. The recommendations that follow are grouped into four categories:

- Financial Recommendations
- Facility Recommendations
- Program Recommendations
- Operations and Management Recommendations

## FINANCIAL RECOMMENDATIONS

**GOAL: MAINTAIN A FISCALLY RESPONSIBLE PARKS AND RECREATION SYSTEM.**

- Renew a dedicated revenue stream for Parks and Recreation upon the ten-year sunset of the current sales tax.
- Develop a capital investment plan that ensures proper funding is available for future Parks and Recreation improvements and amenities.
- Identify potential partnership opportunities to help fund park improvements and operations.
- Identify opportunities to shift the Sylvester Powell, Jr. Community Center to 100% cost recovery.
    - Increase memberships at the Community Center.
    - Increase exercise spaces, weight training spaces, and cardiovascular training spaces.
    - Evaluate current space uses and explore relocation of group exercise to first floor.
    - Continue to invest in the Community Center by refreshing indoor spaces and maintaining equipment.
- Identify opportunities to improve cost recovery of the Mission Family Aquatic Center.
    - Reinvest in the Aquatic Center by adding additional or refreshing current features.
    - Continue to participate in the “Super Pass” program for aquatics so as to maximize the revenue potential of that facility.
- Determine the cost of operating parks and the cost to provide these amenities to the community.
    - Establish an appropriate financial recovery goal for park operations and maintenance.
    - Continue tracking practices for rentals to the Parks and Recreation system facilities.
    - Expand tracking practices and implement a reservation schedule for park amenities, such as green space, to identify what is being used and how often.

- Set market appropriate rental rates that should be assessed to groups, regardless of group's level of investment in the facility.
- Prohibit individual sport groups from having exclusive access to parks and require them to request scheduled times.

## FACILITY RECOMMENDATIONS

**GOAL: CREATE A CONSISTENT IDENTITY FOR MISSION PARKS THAT IS RECOGNIZABLE TO THE PUBLIC AT LARGE.**

- Develop a Parks Signage Master Plan to enhance wayfinding, identification, and information signage throughout the Parks System.
- Create a Site Furnishing Standard guideline for the parks system. Site furnishings should include, but not be limited to: lighting, benches, trash receptacles, recycle receptacles, pet waste stations, pet water fountains, drinking fountains, etc.
- Establish guidelines for future shelter improvements that incorporate custom, iconic, and durable elements to create an identity for Mission's parks.

**GOAL: ENHANCE CONNECTIVITY TO PARKS AND NEIGHBORING TRAIL NETWORKS.**

- Develop a trails master plan that addresses connectivity and accessibility throughout the City of Mission and to adjacent trail networks.
- Identify additional sidewalks needed throughout the city to connect under-served or inaccessible areas.

**GOAL: EXPAND AND IMPROVE PARK FACILITIES.**

- Analyze the costs associated with installing Wi-Fi connectivity within Mohawk Park, Broadmoor Park, Waterworks Park, and Andersen Park.
- Further study and analyze the development and maintenance of a dog park.
- Integrate elements such as environmental art, environmental learning stations, and nature play into different programs and / or park locations.
- Provide guidance, in connection with the Communities for All Ages Checklist, to maximize the physical accessibility of public spaces for all levels of ability and age.
- Develop / expand a theme for each individual park within Mission. Themes could be exhibited in the type of amenities and infrastructure, adult vs. youth activities, and even uniquely designed shelters and play equipment.

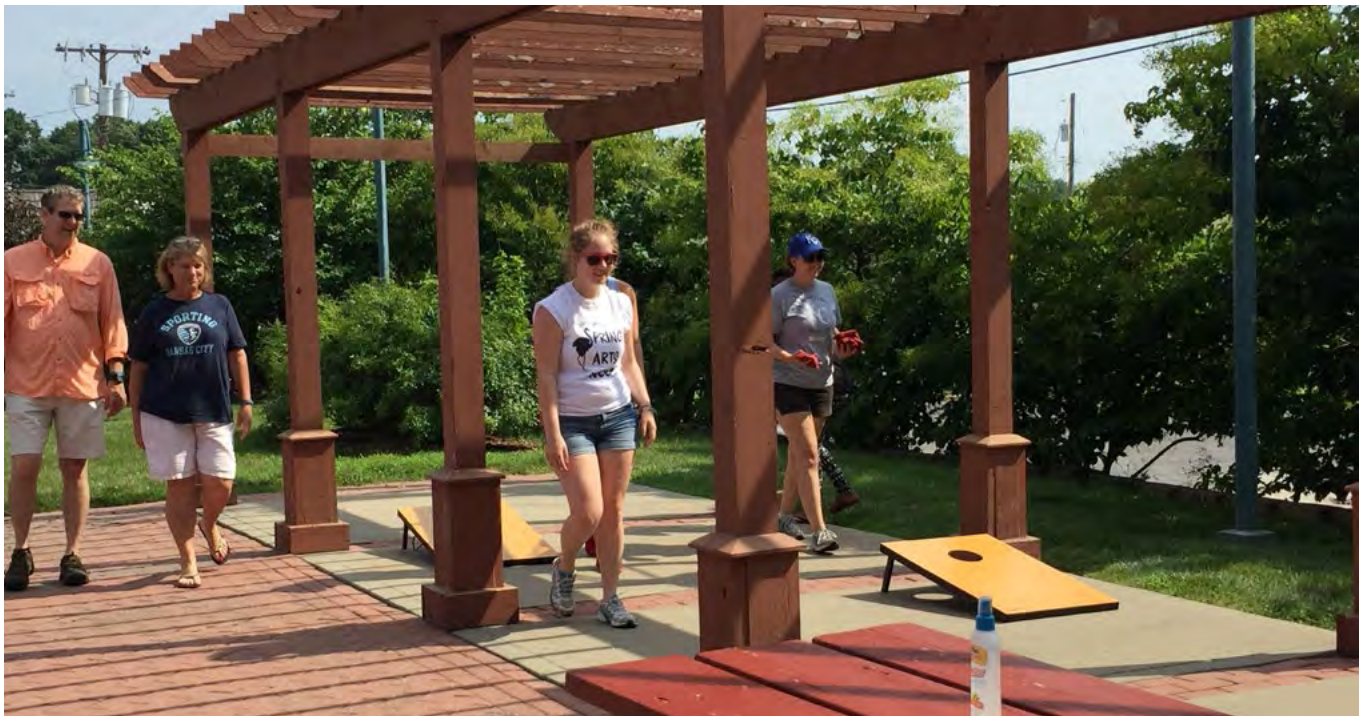
- MAKE IMPROVEMENTS TO STREAMWAY PARK
    - Create a master plan for Streamway Park that enhances the natural environment and establishes a park theme or identity.
    - Consider additional trail connections to Streamway Park to provide greater circulation and access to Mission residents.
    - Incorporate a financial feasibility study within the Streamway Park Master Plan to address opportunities to generate revenue with usage fees.
    - Analyze the costs associated with acquiring the access road into Streamway Park.
- MAKE IMPROVEMENTS TO MOHAWK PARK
    - Redesign Mohawk Park in a way that reconfigures the playing fields to allow for the same programs, but in a more efficient manner.
    - Design and construct a permanent shelter that includes restrooms, a storage facility, and water fountain stations.
    - Replace playground equipment with a signature playground facility, and maintain playground surfacing.
    - Incorporate irrigation for field improvements.
    - Replace and expand existing site furnishings based on the new Site Furnishing Standard.
    - Evaluate feasibility of adding a splash pad.
    - Evaluate and consider the location and design of tennis courts.

- MAKE IMPROVEMENTS TO BROADMOOR PARK
    - Replace existing shelter. Design and locate a larger structure that includes restroom facilities.
    - Renovate existing fields to remove previous parking lot. Incorporate irrigation with field improvements.
    - Replace playground equipment with a signature playground facility, and maintain playground surfacing.
    - Replace and expand existing site furnishings based on the new Site Furnishing Standard.
    - Evaluate future feasibility of splash pad.
    - Evaluate and consider the location and design of a basketball court.
    - Improve trail conditions within the park.
- MAKE IMPROVEMENTS TO WATERWORKS PARK
    - Determine options for restroom facilities.
    - Replace and expand existing site furnishings based on the new Site Furnishing Standard.
    - Replace playground equipment with a signature playground facility, and maintain playground surfacing.
    - Renovate existing field by improving back stop and infield surfacing.
    - Replace existing shelter with a new structure.
    - Improve trail conditions within the park.

- MAKE IMPROVEMENTS TO ANDERSEN PARK
    - Redesign Andersen Park to allow for the same programs, but in a more efficient manner. Seek approval from the Land and Water Conservation board before changes are made.
    - Analyze relocation of tennis courts to Mohawk Park. If tennis courts are to remain, evaluate and prioritize improvements needed, including but not limited to: moving out of floodplain; surfacing; and lighting updates.
    - Replace playground surfacing and playground elements.
    - Maintain existing NEOS.
    - Develop a sand volleyball court.
    - Replace existing shelters with new structures.
    - Improve trail / sidewalk conditions within the park.
    - Replace and expand existing site furnishings based on the new Site Furnishing Standard.
    - Incorporate adult themed improvements (i.e. bocce-ball court; horseshoes; exercise stations).
- MAKE IMPROVEMENTS TO THE PARK ON BEVERLY
    - Improve existing trellis structure to provide shade.
    - Replace and expand existing site furnishings based on the new Site Furnishing Standard.
    - Connect adjacent sidewalks to the park.
    - Maintain existing green space.

- Provide for easy access to possible playground on community center site.
- Incorporate adult themed improvements (i.e. bocce-ball court; horseshoes; exercise stations) without compromising existing use of space.

- MAKE IMPROVEMENTS TO PEARL HARBOR PARK
  - Repair and improve existing pergola structure.
  - Analyze opportunities to increase landscape to accent site and provide additional shade.
  - Replace and expand existing site furnishings based on the new Site Furnishing Standard.
  - Repair existing retaining walls.
- MAKE IMPROVEMENTS ADJACENT TO COMMUNITY CENTER
  - Evaluate a playground along the east side of the community center.
- MAKE IMPROVEMENTS TO FARMERS MARKET GREEN SPACE
  - Analyze and design permanent improvements, including potential shade structures, restrooms, and adult themed games.
  - Continue to coordinate with City's Farmer's Market Advisory Committee.



**GOAL:** PROMOTE EVENTS THAT BRING THE COMMUNITY TOGETHER.

- Expand and build on Mission's special events. Some special events could include but are not limited to: Trick or Treat in the Park, Christmas Lights Showcase, Carnivals, Health and Wellness Fair, and a concert series.
- Review programs annually to evaluate their success and the potential for future impacts on staff or other operating costs.

**GOAL:** CONTINUALLY REINVEST IN PARK PROGRAMMING.

- Expand the existing programs that are offered within the Community Center to outdoor park areas.
- Identify and program trails and designated green spaces to allow for passive participation (Example: workout stations).
- Identify park programs that are 'pay to participate' programs.

## OPERATIONS AND MANAGEMENT RECOMMENDATIONS

### **GOAL:** MAXIMIZE PARK STAFFING EFFICIENCIES, TRAINING, AND EDUCATION.

- Continue to regularly review staff positions for re-evaluation of staff responsibilities prior to posting additional job positions.
- Evaluate staffing needs after a parks maintenance schedule is implemented.
- Identify and evaluate volunteer needs and opportunities.
- Continue to provide resources for staff to attend local, regional, and national conferences and networking seminars for continuing education and professional development.

### **GOAL:** INITIATE STRATEGIC PARTNERSHIPS TO EFFICIENTLY PROVIDE PARKS AND RECREATION SERVICES.

- Establish partnership opportunities with other government agencies and private providers.
- Focus partnerships on the development of facilities, delivery of programs, and delivery of special events.
- Cross-reference and promote local Parks and Recreation plans to ensure complimentary goals and services.

### **GOAL:** MAXIMIZE INFORMATION DISTRIBUTION THROUGH THE USE OF TECHNOLOGY.

- Cross-promote and market Parks and Recreation programs that encourage user frequency.
- Expand Mission's current online presence by exploring other social media outlets, such as Twitter or Instagram, to further promote facilities, programs, and special events.
- Maintain Facebook pages for the Community Center and the Mission Family Aquatic Center for enhanced marketing.
- Create a Facebook page for the Mission Parks for enhanced marketing.
- Review and develop policies that provide social media guidelines to ensure timely posts.
- Ask members or program participants to provide e-mails when entering any form of contact information.

## **GOAL:** PROVIDE A QUALITY, AWARD WINNING PARK SYSTEM.

- Identify the benefits to becoming NRPA accredited, and create a step by step plan to reach this goal.
- Identify the benefits to becoming Playful City USA accredited, and create a step by step plan to reach this goal.
- Attain Bike Friendly recognition.
- Incorporate the Communities for All Ages checklist during early planning stages of all projects.

## **GOAL:** PROVIDE QUALITY MAINTENANCE FOR PARKS AND RECREATION.

- Regularly review and maintain the maintenance schedule for the Community Center.
- Develop a fertilizing/weed killing schedule to improve turf, tree, and landscape maintenance.
- Regularly review and maintain the maintenance schedule for the Mission Family Aquatic Center.
- Address and update deteriorating parks based on life-cycle replacement schedules. Verify that these updates are meeting current ADA guidelines.
    - Establish a life-cycle standard and maintenance schedule for parking lot surfaces and trails.
    - Implement a playground and surfacing life-cycle replacement schedule. For poured in place rubberized surfaces, a common life-cycle is of 10-15 years depending on use and weather exposure. A poured in place rubberized surface typically has the longest lifecycle.
    - Establish a life cycle or maintenance schedule for all site furnishings.
    - Develop a replacement schedule for lighting, where appropriate.
    - Develop a standard of care for the various green spaces that are identified as practice fields.
- Maintain and update existing tree inventory.
    - Utilize and follow approved tree list when installing new tree or replacing dead or damaged trees.
    - Coordinate tree replacements and installations with an arborist to ensure success

## 3.3 CAPITAL IMPROVEMENTS PLAN

As the City of Mission looks to implement the master plan recommendations, it is important to continue capital planning efforts. The following lists are broken down by categories; community center, aquatic center and parks. The lists, while comprehensive, are not meant to be complete. They should be used to supplement the current planning efforts and used as topics of discussion. None of the following capital improvements take into account staffing levels, work load or available funds.

### COMMUNITY CENTER

This facility is the most significant asset in the current inventory of the City of Mission's Parks and Recreation system. It also carries the highest costs for upkeep and capital improvement. The following is a list of capital improvement projects that should be considered in the next 5-10 years based upon current and future facility needs:

- Basketball Courts, Racquetball Courts, Group Exercise Rooms – floors resurfaced on an annual or bi-annual basis, depending on use. Plans for eventual replacement of wood flooring (15-20 year life-cycle).
- Entrances – refresh space, update desk and update technology.
- Meeting Rooms/Kitchen - refresh space and update furniture and equipment.
- Weight/Cardio Equipment – continue to refresh and replace on a regular basis; cardio equipment 2-4 years, weight equipment 8-10 years. Evaluate leasing options as well as purchase options for cardio equipment and continue to include preventative maintenance in any of the contracts. Maintain up-to-date technology.
- Weight/Cardio Flooring – replace/update with a multi-purpose rubberized sport flooring.
- Group Exercise Equipment – This equipment (mats, kettle bells, steps, bars, etc.) will need to be replaced based upon use In replacing equipment, consideration should be given to demand and storage space needs.
- Indoor Playground Equipment – replace and refresh.
- Lighting – continue to utilize cost effective, energy efficient options.
- WIFI Capability – expand, update and replace based upon industry standards.
- HVAC – continue to monitor HVAC units and begin to plan for replacement on 2 separate cycles, one for recreation facilities and another for the aquatics portion of the facility.
- Roof – continue to monitor and plan for replacement.
- Parking lots / sidewalks
- Other mechanical / electrical systems
- Locker rooms (restroom facilities)
- Elevators
- Computer hardware
- Recreation software
- A/V equipment

AQUATICS:

- Pool Shell – potential replacement/resurface.
- Water Slide and Tower – plan for replacement, based upon current condition.
- Lane Ropes – replace as wear and tear dictates.
- Circulation and Feature Pumps – replace or rebuild
- Filter Media – replacement every 5 years or dependent upon use.
- Filters – look at replacement of filters proper, if using high rate sand, potential conversion to Defender filters. (match the outdoor system)
- Chemical Controllers – replace and/or update.

FINISHES:

- Monitor building-wide needs and continue to refresh spaces on an annual basis (walls, floors, windows, ceiling treatments, building signage, etc.).

FITNESS EXPANSION:

If the City moves forward with the expansion of the weight/cardio offerings, in an effort to increase membership and group exercise programming, the following should be considered:

- Convert spinning room into senior lounge.
- Convert current senior lounge area and meeting rooms A and B into new group exercise space. Maintain at least one office and the kitchen at the front of the building for camp purposes.
- Convert entire second floor to be weight/cardio space, eliminating second floor aerobics room.
- While racquet sports are seeing an increase in popularity, continue to monitor use of racquetball courts and evaluate the feasibility of re-purposing for a group exercise space or a functional training area.

## AQUATIC CENTER

The aquatic center underwent a major renovation and remodel in 2013-2014. However, consideration should still be given to additional maintenance and capital improvements over the next 5-10 years. These may include, but are not limited to:

- Painting of the Pool Shell
- Replacement of diving boards
- Update of Computer Hardware / Software – for use in admission and snack area.
- Concession Equipment
- Update or Replace Chemical Controllers
- Lane Ropes - replace as wear and tear dictates
- Pool Furniture
- Update / Replace Features – if the City is going to maintain a strong market position it will be important to update / add / change features in the leisure pool area and potentially the splash pad. In some cases features can be added and in other instances they can be replaced. It is recommended that the City consider the purchase of inflatable play structures that can be used in the lap pool. They are less expensive than permanent features and could also be used at the indoor pool.
- Parking Lot Resurface

Note: As the City moves beyond the 10 year mark there are other capital improvement items that will need to be considered. However, in the next 5-10 years there should not be the need for extraordinary spending at the outdoor aquatic facility.

## PARKS

Even without a Park Master Plan, the items listed below are important considerations. The master plan simply records these items and provides a prioritization and progress tracking tool for City Staff and leadership. The suggested Parks Capital Improvements include:

- Resurface / Reconfigure Parking Lots
- Resurface / Reconfigure Trails
- Continue to evaluate the benefit of contracted versus in-house mowing.
- Install WIFI
- Over-seed / Fertilize / Aerate
- Playground Replacement / Renovation
- Restroom Installation
- Shelter Renovation / Replacement
- Court Re-Surface / Replacement
- Signage / Wayfinding

# 4 OPERATIONS & MAINTENANCE

## 4.1 OPERATIONAL AND MAINTENANCE REVIEW

The City of Mission Parks and Recreation Department has made significant investment in the operations and capital improvement of the Sylvester Powell, Jr. Community Center and the Mission Family Aquatic Center. Similarly, the City should place comparable priority on investment in the parks system in order to improve the functionality and appeal of the parks to residents and visitors. As part of the master plan, it is also important to consider how the Department handles the operation and maintenance of all facilities within the system.

## DEPARTMENT-WIDE RECOMMENDATIONS

The following recommendations are not specific to a facility type, but relative to the Parks and Recreation Department as a whole.

- Continued In-House Operation and Maintenance of Facilities. The operation and maintenance of the Parks and Recreation Department should remain in house, in lieu of contracting out management services. However, it may be beneficial to perform a cost/benefit analysis on contracting out services such as custodial, preventative maintenance of weight/cardio equipment, mowing, etc.

- Use of Work Order System. The City should continue to utilize a work order system for the Sylvester Powell, Jr. Community Center, the Mission Family Aquatic Center and parks. A work order system allows the City to understand how staff time is being used and allows the City to track problems with facilities or equipment within a facility. The tracking can be used to develop staffing budgets and capital improvement requests.

- Slip / Trip / Fall / Safety Walk Through. It is recommended that the City implement a bi-weekly or monthly walk through of all facilities. In undertaking such a task, the Parks and Recreation Director, along with the Public Works Director (in the case of parks), should develop a facility inspection form. Inspections should be conducted by Director(s) or senior level staff. The findings of the inspection should be shared with full-time and part-time staff working in the inspected facility. Implementing a slip / trip / fall / safety walk though provides a scheduled review of facility conditions. This review enables staff to see where the facility is exceeding, and potentially falling short of expectations for cleanliness and safety.

- Emergency Action Plans (EAP). The City should continue to evaluate and refine their emergency action plans for the Sylvester Powell, Jr. Community Center, the Mission Family Aquatic Center and the parks. The EAP should address topics such as; medical emergency, bad weather, tornadoes, lost children/adults, active shooters, etc. The EAP should be reviewed on an annual basis for changes. The EAP should also be reviewed by staff on a seasonal basis in an in-service format.

- Accident / Incident Reporting. The accident/incident reports used at the Sylvester Powell, Jr. Community Center, the Mission Family Aquatic Center, parks and special events should be standardized. Accident/Incident reports should also provide instruction as to how the reports are routed within the City and when full-time staff should be engaged if not present on-site.

- First Aid / AED / O2. For the Sylvester Powell, Jr. Community Center, the Mission Family Aquatic Center, parks, and at special events there should be a first aid kit, AED, supplemental oxygen (if trained), and all auxiliary emergency response equipment available. This equipment should be inspected by a full-time staff member on a monthly basis to ensure everything is in working order.

- Facility Operators. Based upon the aquatic facilities in their inventory the City should have a minimum of 1 person certified as a Certified Pool Operation (CPO) or Aquatic Facility Operator (AFO). Additionally, having at least one individual certified as a lifeguard instructor or swim lesson instructor will be advantageous with the preference being an instructor trainer.

- Signage. Signage at all facilities should be checked on an annual / seasonal basis to ensure accuracy.

- Staff Management. Designated staff at both the Sylvester Powell, Jr. Community Center and the Mission Family Aquatic Center should be empowered to adjust staffing levels based upon facility use. The ability to streamline staff numbers and adjust staffing levels leads to operational efficiency. Adjusting staffing levels could include sending staff home because of low user numbers or closing a portion of the facility. The adjustment of staffing levels within either facility should never compromise guest safety.

## COMMUNITY CENTER

The following are operational and maintenance recommendations specific to the Sylvester Powell, Jr. Community Center. The current hours of operation for the community center are as follows:

- Mon-Thu, 5:30A-9:00P
- Fri, 5:30A-8:00P
- Sat, 6:00A-7:00P
- Sun, Noon-5:00P

- Continue tracking facility use on a daily, weekly, monthly, annual basis and utilize the trends from the tracking data to adjust hours and/or staffing levels. Specific to the pool, it is not uncommon for organizations to have very limited "free swim" hours during the week and expanded "free swim" hours on the weekend.
- The community center is very clean and well maintained. The level of effort being expended to keep the facility clean and in working order should continue. Allocating 20,000-25,000 square feet per custodian is a standard. The 20,000-25,000 square feet per custodian is used for full-time staffing levels. Part-time staff should be utilized to supplement the full-time staff's efforts.
- Weight and cardio equipment should be inspected by a part-time or full-time staff member on a daily basis to ensure key components are in working order. Having personal training staff help inspect the equipment is a logical step. Inspection findings should be reported, work orders should be filled out if problems are identified, and equipment should be taken out of circulation when applicable.
- The City should evaluate the feasibility of establishing a manager on-duty schedule at the community center. A manager on-duty schedule would designate a staff member who is responsible for the full operation of the center before and after normal business hours; 9:00A-5:00P. In addition, the City should use a report system that tracks what took place during the shift.
- The City should continue to implement an annual shut down of the entire facility. Many organizations shut down their pool for annual maintenance. Another common practice is to close the gymnasium on an annual basis for re-surfacing. Consideration should be given to a 1-week shut down that includes significant cleaning projects and renovations in the facility. Such projects could include, but not be limited to; carpet cleaning, drain pool and clean, strip and wax hard-wood surfaces, etc.
- Indoor Pool:
    - Maintain certified lifeguards on duty at all times.
    - Conduct In-Services 3-4 hours per month.
    - Post zones of coverage in the lifeguard office.
    - Inspect safety equipment on a weekly basis.
    - Complete hourly walk-throughs of the pump room and record appropriate information (such as chlorine, pH, filter pressure, chemical rooms, etc.)
    - Wax slide on an annual basis.
    - Develop and enforce daily/weekly cleaning lists.

## AQUATIC CENTER

The following are operational and maintenance recommendations are specific to the Mission Family Aquatic Center. The indoor pool and the outdoor pool are unique facilities, however it is important that both operations mirror one another in expectations for staff and how they conduct business on a day-to-day basis.

- The outdoor aquatic center should have a point person on duty at all hours of operation. In instances where full-time aquatic staff are on-site, they should fulfill this role. When no full-time staff member is on-site, it is appropriate for a head lifeguard, lead lifeguard, or pool manager to fulfill this role.
- Outdoor Pool:
    - Maintain certified lifeguards on duty at all times.
    - Conduct In-Services 3-4 hours per month.
    - Post zones of coverage in the lifeguard office.
    - Inspect safety equipment inspected on a weekly basis.
    - Conduct hourly walk-throughs of the pump room and record appropriate information.
    - Wax slide on an annual basis.
    - Develop and enforce daily/weekly cleaning lists.
- The City should have a detailed check list for opening and closing the facility each season. The detailed check list should address the mechanical system and features, storage of pool furniture, lane ropes, rescue tubes, backboards, and other equipment, and property lock-up.
- Staff should track the number of people using the facility throughout the day. It will be important to distinguish between those individuals participating in drop-in swimming or in aquatic programs. This information should then be used to develop hours of operation and staffing levels.

## 4.2 FUNDING AND REVENUE STRATEGIES

### SALES TAX

As a function of the overall system analysis, it is important to look at opportunities to fund the master plan and to consider how the organization is setting current fee and revenue structures. The City of Mission is well positioned with the dedicated 3/8 cent sales tax in place through 2023.

> *"In November 2012, Mission voters approved a 3/8-cent sales tax (effective April 1, 2013) for Parks and Recreation. These sales tax dollars may be spent on operations, maintenance, and/or construction of parks related services and facilities. Revenues from this sales tax have been budgeted at $735,000 for 2015 and are reflected in the Special Sales Tax Bond - Park & Recreation Fund. This special purpose sales tax also has a 10- year sunset provision."*
>
> *-2015 City of Mission Budget Document*

Roughly two-thirds of the estimated $735,000 generated annually from this taxing source is currently ear marked to pay the bonds associated with construction of the Mission Family Aquatic Center. The remainder of those dollars are available to address existing capital needs and to begin implementing portions of this Master Plan.

As the City moves forward, it will be important to consider items identified through ETC Survey the as high priority for residents. This information can be used to discuss and promote renewal of the 3/8 cent sales tax as the sunset approaches. In similar cities across the country, a dedicated sales tax is a preferred method for funding master plan projects.

### GRANTS

It is not uncommon for agencies to use their master plan goals / objectives to seek grant opportunities. The challenge for many agencies is that the granting process takes time and expertise that the City can't always provide. In those instances, the City has to determine if someone on the staff can complete the grant process and evaluate how important a grant is to make the project happen. It is also common that grants for Parks and Recreation agencies are more program focused as opposed to facility focused. Grants are a reality for funding programs and facilities with Parks and Recreation agencies, but each agency must evaluate if they have the time and resources to dedicate to this process.

### PHILANTHROPY

The City's Parks and Recreation Department has a strong reputation within the community which was reflected in the survey process. Given that strong, positive reputation, the idea of philanthropy or gifting dollars to the City by individuals or groups, such as a "Friends of Parks" organization, for specific facilities and programs should be explored. By getting individuals more intimately involved with the parks it makes them more aware of the needs associated with implementing amenities throughout the system.

Similar to grants, there can be a significant amount of time and energy associated with seeking out philanthropic gifts. The City must balance the expense associated with pursuing these gifts against the gift itself. At the very least, the City should identify various components within system that are candidates for donor/naming opportunities. There are many Parks and Recreation agencies that identify the cost for a park bench, tree, water fountain, message board, etc. Identifying those costs, and having that information on hand, simplifies the process of engaging individuals who are "looking" for an opportunity to give.

## MEMBERSHIP STRUCTURE

In the programming section of the master plan (pg 33 and Appendix pages A69-A73) there was a discussion of memberships that are currently available at the community center. That information is repeated here.

Currently, the community center's membership structure is based upon resident and non-resident rates. This is consistent with how many community centers around the country and within the Kansas City region operate. The City also offers a premium level membership for both residents and non-residents which includes (1) class per month at no additional cost. Another common practice to consider is offering multiple fitness classes with a premium level membership.

Memberships and membership costs are driven by two primary market factors. The first is the demographics of the community. Within the 5-mile radius identified for the community center, there is significant population with median household income at levels capable of spending dollars on a membership. While the demographic position of the service area is strong, the second factor to consider is market position and saturation. Mission's community center is one of the older facilities in the greater Kansas City area. Since the center opened in 1999, Overland Park and Olathe have both opened community centers, and Lenexa announced plans to open a new facility in the near future. In addition to these public providers, there are a number of private providers in the market place. These competitors require Mission to maintain competitive membership rates. In short, there is not a monopoly on the recreation dollars being spent, our patrons have multiple options.

For agencies with a strong focus on cost recovery, many have adopted a non-traditional method for determining membership rates. Instead of having different fees for individual youth, individual, senior, individual adult, senior couple and family some agencies have adopted a flat rate structure. The City of Mission should analyze whether changing the membership format could potentially improve the overall cost recovery level for the facility.

## DAILY DROP-IN FEES

Like memberships, daily fees should be assessed based upon the market and what the demographics of the community and service area can support. Like the membership fees, the current daily drop in fees should be consistent with the market and goals of the agency.

## PROGRAM REVENUE

Another key funding component is program revenue. Because the City wants the Parks and Recreation department to be as self-sufficient as possible, it is important that program fees are consistently evaluated and balanced against the community and the market. As the table illustrates below, there is a good combination of revenue generating elements and associated programs at the community center. It is also important to note that the blend of aquatic components (both indoor and outdoor) are favorable. Table 4.1 also identifies the ability of community center programs to generate revenue along with the cost to operate those portions of the facility.

| AMENITY | EXPENSE TO OPERATE | REVENUE POTENTIAL |
|---|---|---|
| Art Display Case | Low | Low |
| Indoor Track | Low | Medium |
| Racquetball (2) | Low | Medium |
| Gymnasium (2) | Low | High |
| Meeting/Multi-Purpose | Medium | Medium |
| Senior Activity Space | Medium | Low |
| Pre-School Meeting Space | Medium | Low |
| Indoor Playground | Medium | Medium |
| Aerobics/Dance Room | Medium | High |
| Weight/Cardio Space | Medium | High |
| Drop-In Child Care | High | Low |
| Kitchen | Medium | Low |
| Leisure Pool | High | High |

*Table 4.1- Summary of Program Revenue Potential*

In order to efficiently operate the amenities listed in the table above, the City should establish a user fee matrix. Factors that should be considered when developing a fee schedule include:

- Part-Time Staffing Costs (instruction)
- Full-Time Staffing Costs (administration)
- One-Time Program Supplies (items like arts and crafts supplies, food, etc.)
- Multiple-Use Program Supplies (items such as basketballs, volleyball, kickboards, etc.)
- Profit Percentage (the amount of money the City wants to make off of a program)

Other items that should be considered when developing fees:

- Facility Rental Costs (1 lane for a swim lessons, ½ a basketball court for an instructional program, etc.)
- Utility Costs

The City should develop a program worksheet that can be utilized for each program to track costs, fees, and percentage profit, along with minimum and maximum participation rates.

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# 5 IMPLEMENTATION

A Master Plan is only as good as its action steps. With input from City Staff and the Steering Committee, the planning team outlined a clear and manageable action matrix that organizes the information necessary to successfully implement the highest priority recommendations over the next 5-10 years. This matrix, contained in the following pages, highlights the plan recommendations, strategies to support implementation, anticipated financial impacts/needs, and priority level. Additionally, the matrix identifies a responsible party for each item along with suggested performance measures to foster ownership and accountability.

| FINANCIAL RECOMMENDATIONS | | | | | | |
|---|---|---|---|---|---|---|
| **NO.** | **Recommendation + Action Items** | **Responsibility** | **Financial Impact (Costs vs Return)** | **Priority Level** | **Big Idea(s) Supported** | **Performance Measure** |
| | GOAL: MAINTAIN A FISCALLY RESPONSIBLE PARKS AND RECREATION SYSTEM. | | | | | |
| **R1** | Renew a dedicated revenue stream for parks and recreation upon the ten-year sunset of the current sales tax. | City Council and Citizens | Low Cost, High Return. | *1* | | Renewal of sales tax (or other revenue stream). |
| **R2** | Develop a capital investment plan that ensures proper funding is available for future Parks and Recreation improvements and amenities. | P&R Staff & PW Staff | Low Cost, High Return. As with the other indoor facilities, replace and refresh will improve customer satisfaction. | *1* | | Based upon manufacturer, industry standard and annual inspection |
| **R3** | Identify potential partnership opportunities to help fund park improvements and operations. | P&R Staff | Low Cost, High Return | *1* | | Partnerships identified |
| **R4** | IDENTIFY OPPORTUNITIES TO SHIFT THE SYLVESTER POWELL, JR. COMMUNITY CENTER TO 100% COST RECOVERY. | | | | | |
| **A4.1** | *Increase memberships at Sylvester Powell, Jr. Community Center.* | *P&R Staff* | *Low Cost, High Return. Will also require an additional capital investment and planning.* | *1* | | *Membership retention tracking and monitoring program participation* |
| **A4.2** | *Increase exercise spaces, weight training spaces, and cardiovascular training spaces.* | *P&R Staff and City Council* | *Low Cost, High Return. Will also require an additional capital investment and planning.* | *1* | | *Membership retention tracking and monitoring program participation* |
| **A4.3** | *Evaluate current space uses and explore relocation of group exercise to first floor.* | *P&R Staff and City Council* | *High Cost, High Return. Will also require an additional capital investment and planning.* | *1* | | *Program tracking and participation statistics.* |
| **A4.4** | *Continue to invest in the Sylvester Powell Jr. Community Center by refreshing indoor spaces and maintaining equipment.* | *P&R Staff and City Council* | *Medium Cost, Medium Return. Will also require capital investment planning.* | *1* | | *Will have impact on drop-in programs and special rentals (birthday parties, wedding receptions, etc.)* |
| **R5** | IDENTIFY OPPORTUNITIES TO IMPROVE COST RECOVERY OF THE MISSION FAMILY AQUATIC CENTER. | | | | | |
| **A5.1** | *Reinvest in the Aquatic Center by adding additional or refreshing current features.* | *P&R Staff and City Council* | *High Cost, Medium Return. Will also require capital investment planning* | *2* | | *Maintain membership and daily admissions to continue to increase cost recovery levels.* |
| **A5.2** | *Continue to participate in the "Super Pass" program for aquatics so as to maximize the revenue potential of that facility.* | *P&R Staff and City Council* | *Low Cost, Medium Return* | *1* | | *Successful participation* |

KEY: Priority Level 1 = 1-3 YEARS; Priority Level 2 = 4-7 YEARS; Priority Level 3 = 8-10 YEARS.
R = Recommendation A = Action Item
NOTE: All estimated costs are based on 2015 dollars and should be adjusted annually for inflation.

| FINANCIAL RECOMMENDATIONS | | | | | | |
|---|---|---|---|---|---|---|
| **NO.** | **Recommendation + Action Items** | **Responsibility** | **Financial Impact (Costs vs Return)** | **Priority Level** | **Big Idea(s) Supported** | **Performance Measure** |
| **R6** | DETERMINE THE COST OF OPERATING PARKS AND THE COST TO PROVIDE THESE AMENITIES TO THE COMMUNITY. | | | | | |
| **A6.1** | *Establish an appropriate financial recovery goal for park operations and maintenance.* | *P&R Staff, PW Staff, City Council* | *Low Cost, High Return.* | *1* | | *Should be developed based upon passive amenities and pay-to-play amenities* |
| **A6.2** | *Continue tracking practices for rentals to the parks and recreation system facilities.* | *P&R Staff* | *Low Cost, High Return* | *1* | | *Set goals/standards, achieve, repeat.* |
| **A6.3** | *Expand tracking practices and implement a reservation schedule for park amenities, such as green space, to identify what is being used and how often.* | *P&R Staff* | *Medium Cost, High Return. Investment in new module of current reservation system or new system.* | *1* | | *Goals for total rental should be set on rentable times; weekday evenings and weekends.* |
| **A6.4** | *Set market appropriate rental rates that should be assessed to groups, regardless of group's level of investment in a facility.* | *P&R Staff and City Council* | *Low Cost, High Return. In undertaking this process it ensure success to moving forward with maximization or rental* | *2* | | *Should be undertaken every two years and should be based off of total rentals and cost recovery goal* |
| **A6.5** | *Prohibit individual sport groups from having exclusive access to parks and require them to request scheduled times.* | *P&R Staff & City Council* | *Low Cost, Low Return. This allows the City to remain in total control of the facilities and what is taking place in them.* | *1* | | *Update contracts and agreements with agencies on an annual or bi-annual basis* |

KEY: Priority Level 1 = 1-3 YEARS; Priority Level 2 = 4-7 YEARS; Priority Level 3 = 8-10 YEARS.

R = Recommendation A = Action Item

NOTE: All estimated costs are based on 2015 dollars and should be adjusted annually for inflation.

| FACILITY RECOMMENDATIONS | | | | | | |
|---|---|---|---|---|---|---|
| **NO.** | **Recommendation + Action Items** | **Responsibility** | **Financial Return (Costs vs Return)** | **Priority Level** | **Big Idea(s) Supported** | **Performance Measure** |
| | GOAL: CREATE A CONSISTENT IDENTITY FOR MISSION PARKS THAT IS RECOGNIZABLE TO THE PUBLIC AT LARGE. | | | | | |
| **R7** | Develop a Parks Signage Master Plan to enhance wayfinding, identification, and information signage throughout the Parks System. | P&R Staff, PW Staff & City Council | ~$12,000 / Entry Sign<br>~$2,500 / Park Sign<br>Medium Return | 1 | | Creation and implementation of a signage master plan |
| **R8** | Create a Site Furnishing Standard guideline for the parks system. Site furnishings should include, but not be limited to: lighting, benches, trash receptacles, recycle receptacles, pet waste stations, pet water fountains, drinking fountains, etc. | P&R Staff and PW Staff | ~$5,000<br>High Return | 1 | | Creation of Furniture Guidelines |
| **R9** | Establish guidelines for future shelter improvements that incorporate custom, iconic, and durable elements to create an identity for Mission's parks. | P&R Staff and PW Staff | ~$7,500<br>High Return | 2 | | Guidelines Document |
| | GOAL: ENHANCE CONNECTIVITY TO PARKS AND NEIGHBORING TRAIL NETWORKS. | | | | | |
| **R10** | Develop a trails master plan that addresses connectivity and accessibility throughout the City of Mission and to adjacent trail networks. | P&R Staff and City Council | ~$25,000<br>Medium Return | 1 | | Master Plan Document |
| **R11** | Identify additional sidewalks needed throughout the city to connect underserved or inaccessible areas. | P&R Staff and City Council | ~$25,000<br>Medium Return<br>(Included as part of Trails Master Plan) | 1 | | Master Plan Document |
| | GOAL: EXPAND AND IMPROVE PARK FACILITIES | | | | | |
| **R12** | Analyze the costs associated with installing Wi-Fi connectivity within Mohawk Park, Broadmoor Park, Waterworks Park, and Andersen Park. | P&R Staff | Low Cost,<br>Medium Return | 3 | | Establish budgetary pricing and bids |
| **R13** | Further study and analyze the development and maintenance of a dog park. | P&R Staff | Low Cost,<br>Low Return | 1 | | Internal Review |
| **R14** | Integrate elements such as environmental art, environmental learning stations, and nature play into different programs and / or park locations. | P&R Staff and City Council | ~$18,000 (Planning)<br>High Return | 3 | | Final Installations as opportunities are investigated |
| **R14** | Provide guidance, in connection with the Communities for All Ages Checklist to maximize the physical accessibility of public spaces for all levels of ability and age. | P&R Staff and PW Staff | Low Cost,<br>High Return | 1 | | Accessible public spaces |
| **R16** | Develop / expand a theme for each individual park within Mission. Themes could be exhibited in the type of amenities and infrastructure, adult vs. youth activities, and even uniquely designed shelters and play equpment. | P&R Staff | Low Cost,<br>Medium Return | 2 | | Themed parks |

KEY: Priority Level 1 = 1-3 YEARS; Priority Level 2 = 4-7 YEARS; Priority Level 3 = 8-10 YEARS.

R = Recommendation A = Action Item

NOTE: All estimated costs are based on 2015 dollars and should be adjusted annually for inflation.

| FACILITY RECOMMENDATIONS | | | | | | |
|---|---|---|---|---|---|---|
| **NO.** | **Recommendation + Action Items** | **Responsibility** | **Financial Return (Costs vs Return)** | **Priority Level** | **Big Idea(s) Supported** | **Performance Measure** |
| **R17** | MAKE IMPROVEMENTS TO STREAMWAY PARK | | | | | |
| **A17.1** | *Create a master plan for Streamway Park that enhances the natural environment and establishes a park them or identity.* | *P&R Staff and City Council* | *~$25,000 - 30,000 High Return* | *1* | | *Creation of master plan and construction documents* |
| **A17.2** | *Consider additional trail connections to Streamway Park to provide greater circulation and access to Mission residents.* | *P&R Staff and City Council* | | *1* | | *Consideration included as part of trails and Streamway Park Master Planning efforts* |
| **A17.3** | *Incorporate a financial feasibility study within the Streamway Park Master Plan to address opportunities generate revenue with usage fees.* | *P&R Staff and City Council* | | *1* | | *Streamway Park Master Plan Document* |
| **A17.4** | *Analyze the costs associated with acquiring the access road into Streamway Park.* | *P&R Staff and City Council* | | *1* | | *City investigation and coordination with land owners* |
| **R18** | MAKE IMPROVEMENTS TO MOHAWK PARK | | | | | |
| **A18.1** | *Redesign Mohawk Park in a way that reconfigures the playing fields to allow for the same programs, but in a more efficient manner.* | *P&R Staff and City Council* | *~$15,000 - 20,000 High Return* | *1* | | *Park Master Plan Document and Construction Documents* |
| **A18.2** | *Design and construct a permanent shelter that includes restrooms, a storage facility, and water fountain stations.* | *P&R Staff* | *~$250,000 - 350,000 High Return* | *2* | | *Design as part of overall master plan* |
| **A18.3** | *Replace playground equipment with signature playground facility, and maintain playground surfacing.* | *P&R Staff* | *~$175,000 - 225,000 High Return* | *2* | | *Incorporated as part of master plan implementation* |
| **A18.4** | *Incorporate irrigation for field improvements.* | *P&R Staff / PW Staff* | *~$30,000 - 35,000/field High Return* | *3* | | *Incorporated as part of master plan implementation* |
| **A18.5** | *Replace and expand existing site furnishings based on the new Site Furnishing Standard.* | *P&R Staff / PW Staff* | *Variable Costs Medium Return* | *2* | | *Incorporated as part of master plan implementation* |
| **A18.6** | *Evaluate feasibility of splash pad.* | *P&R Staff* | *~$15,000 - 18,000 (design, pre-fab) High Return* | *3* | | *Internal review and consultant design* |
| **A18.7** | *Evaluate and consider the location and design of tennis court.* | *P&R Staff* | *Low Cost, High Return* | *2* | | *Internal review and recommendations* |

KEY: Priority Level 1 = 1-3 YEARS; Priority Level 2 = 4-7 YEARS; Priority Level 3 = 8-10 YEARS.
R = Recommendation A = Action Item
NOTE: All estimated costs are based on 2015 dollars and should be adjusted annually for inflation.

| FACILITY RECOMMENDATIONS | | | | | | |
|---|---|---|---|---|---|---|
| **NO.** | **Recommendation + Action Items** | **Responsibility** | **Financial Return (Costs vs Return)** | **Priority Level** | **Big Idea(s) Supported** | **Performance Measure** |
| **R19** | MAKE IMPROVEMENTS TO BROADMOOR PARK | | | | | |
| **A19.1** | *Replace existing shelter. Design and locate a larger structure that includes restroom facilities.* | *P&R Staff* | *~$250,000 - 350,000 High Return* | *3* | | *Installation of new shelter following architectural guidelines* |
| **A19.2** | *Renovate existing fields to remove previous parking lot. Incorporate irrigation with field improvements.* | *P&R Staff* | *~$100,000 - 125,000 High Return* | *1* | | *Renovation of fields* |
| **A19.3** | *Replace playground equipment with a signature playground facility, and maintain playground surfacing.* | *P&R Staff* | *~$175,000 - 225,000 High Return* | *2* | | *New playground facility* |
| **A19.4** | *Replace and expand existing site furnishings based on the new Site Furnishing Standard.* | *P&R Staff / PW Staff* | *Variable Costs, Medium Return* | *2* | | *Installation of new furnishings* |
| **A19.5** | *Evaluate future feasibility of splash pad.* | *P&R Staff* | *~$15,000 - 18,000 (design, pre-fab) High Return* | *3* | | *Internal review and consultant design* |
| **A19.6** | *Evaluate and consider the location and design of a basketball court.* | *P&R Staff* | *In House, High Return* | *2* | | *Internal review and recommendations* |
| **A19.7** | *Improve trail conditions within the park.* | *P&R Staff / PW Staff* | *~$37.50/LF (6' wide) High Return* | *1* | | *Installation of new trail* |
| **R20** | MAKE IMPROVEMENTS TO WATERWORKS PARK | | | | | |
| **A20.1** | *Determine options for restroom facilities.* | *P&R Staff* | *In House, High Return* | *1* | | *Contract completion* |
| **A20.2** | *Replace and expand existing site furnishings based on the new Site Furnishing Standard.* | *P&R Staff* | *Variable Costs, Medium Return* | *2* | | *Installation of new furnishings* |
| **A20.3** | *Replace playground equipment with a signature playground facility, and maintain playground surfacing.* | *P&R Staff* | *~$175,000 - 225,000 High Return* | *2* | | *New playground facility* |
| **A20.4** | *Renovate existing field by improving back stop and infield surfacing.* | *P&R Staff* | *~15,000 - 20,000 High Return* | *2* | | *Completion of field renovations* |
| **A20.5** | *Replace existing shelter with a new structure.* | *P&R Staff* | *~$75,000 - 100,000 High Return* | *3* | | *Installation of new shelter following architectural guidelines* |
| **A20.6** | *Improve trail conditions within the park.* | *P&R Staff and PW Staff* | *~$37.50/LF (6' wide) High Return* | *1* | | *Installation of new trail* |

KEY: Priority Level 1 = 1-3 YEARS; Priority Level 2 = 4-7 YEARS; Priority Level 3 = 8-10 YEARS.
R = Recommendation A = Action Item
NOTE: All estimated costs are based on 2015 dollars and should be adjusted annually for inflation.

| FACILITY RECOMMENDATIONS | | | | | | |
|---|---|---|---|---|---|---|
| **NO.** | **Recommendation + Action Items** | **Responsibility** | **Financial Return (Costs vs Return)** | **Priority Level** | **Big Idea(s) Supported** | **Performance Measure** |
| **R21** | MAKE IMPROVEMENTS TO ANDERSEN PARK | | | | | |
| **A21.1** | *Redesign Andersen Park to allow for the same programs, but in a more efficient manner. Seek approval from the Land and Water Conservation board before changes are made.* | *P&R Staff and City Council* | *~$15,000 - 20,000 High Return* | *1* | | *Park Master Plan Document and Construction Documents* |
| **A21.2** | *Analyze relocation of tennis courts to Mohawk Park. If tennis courts are to remain, evaluate and prioritize improvements needed, including but not limited to: moving out of floodplain; surfacing; and lighting updates.* | *P&R Staff* | *~$65,000 (study only) Medium Return* | *1* | | *Internal Review and Planning* |
| **A21.3** | *Replace playground surfacing and playground elements.* | *P&R Staff* | *~$75,000 - 100,000 Medium Return* | *1* | | *New playground facility* |
| **A21.4** | *Maintain existing NEOS.* | *P&R Staff and PW Staff* | *In House, Medium Return* | *1* | | *Maintaining in working order* |
| **A21.5** | *Develop a sand volleyball court.* | *P&R Staff* | *~$25,000 - 30,000 Medium Return* | *3* | | *Installation of volleyball court* |
| **A21.6** | *Replace existing shelters with new structures.* | *P&R Staff* | *~$150,000 - 200,000 High Return* | *3* | | *Installation of new shelter following architectural guidelines* |
| **A20.7** | *Improve trail / sidewalk conditions within the park.* | *P&R Staff / PW Staff* | *~$35-40/LF Medium Return* | *1* | | *Installation of new trail* |
| **A21.8** | *Replace and expand existing site furnishings based on the new Site Furnishing Standard.* | *P&R Staff / PW Staff* | *Variable Costs, Medium Return* | *2* | | *Installation of site furnishings* |
| **A21.9** | *Incorporate adult themed improvements (i.e. bocce-ball court; horseshoes; exercise stations).* | *P&R Staff* | *1&2: ~$10,000 - 12,000 3: Cost Varies High Return* | *3* | | *Installation of alternative improvements* |
| **R22** | MAKE IMPROVEMENTS TO THE PARK ON BEVERLY | | | | | |
| **A22.1** | *Improve existing trellis structure to provide shade.* | *P&R / PW Staff* | *~$75,000 Medium Return* | *1* | | *Installation of new trellis following architectural guidelines* |
| **A22.2** | *Replace and expand existing site furnishings based on the new Site Furnishing Standard.* | *P&R Staff* | *Variable Costs, Medium Return* | *2* | | *Installation of site furnishings* |
| **A22.3** | *Connect adjacent sidewalks to the park.* | *P&R and PW Staff* | *~$37.50/LF (6' wide) High Return* | *1* | | *PW installation of sidewalk extensions* |

KEY: Priority Level 1 = 1-3 YEARS; Priority Level 2 = 4-7 YEARS; Priority Level 3 = 8-10 YEARS.
R = Recommendation A = Action Item
NOTE: All estimated costs are based on 2015 dollars and should be adjusted annually for inflation.

| FACILITY RECOMMENDATIONS | | | | | | |
|---|---|---|---|---|---|---|
| **NO.** | **Recommendation + Action Items** | **Responsibility** | **Financial Return (Costs vs Return)** | **Priority Level** | **Big Idea(s) Supported** | **Performance Measure** |
| **A22.4** | *Maintain existing green space.* | *P&R Staff* | *Low Cost, Low Return* | *1* | | *N/A* |
| **A22.5** | *Provide for easy access to possible playground on community center site.* | *P&R Staff* | *P&R Staff* | *1* | | *Installation of playground area* |
| **A22.6** | *Incorporate adult themed improvements (i.e. bocce-ball court; horseshoes; exercise stations) without compromising existing use of space.* | *P&R Staff* | *1&2: ~$10,000 - 12,000 3: Cost Varies High Return* | *2* | | *Installation of improvements* |
| **R23** | MAKE IMPROVEMENTS TO PEARL HARBOR PARK | | | | | |
| **A23.1** | *Repair and improve existing pergola structure.* | *P&R Staff and PW Staff* | *~$7,500 - 10,000 Medium Return* | *1* | | *PW repairs completed* |
| **A23.2** | *Analyze opportunities to increase landscape to accent site and provide additional shade.* | *P&R Staff* | *~$3,500 - 5,000 Medium Return* | *3* | | *Creation of a landscape plan for the memorial* |
| **A23.3** | *Replace and expand existing site furnishings based on the new Site Furnishing Standard.* | *P&R Staff* | *Variable Costs, Medium Return* | *2* | | *Installation of new furnishings* |
| **A23.4** | *Repair existing retaining walls.* | *P&R Staff and PW Staff* | *~$2,500 - 3,000 Medium Return* | *1* | | *Repairs made* |
| **R24** | MAKE IMPROVEMENTS ADJACENT TO COMMUNITY CENTER | | | | | |
| **A24.1** | *Evaluate a playground along the east side of the community center.* | *P&R Staff* | *~$100,000 - 125,000 High Return* | *1* | | *Installation of playground area* |
| **R25** | MAKE IMPROVEMENTS TO FARMERS MARKET GREEN SPACE | | | | | |
| **A25.1** | *Analyze and design permanent improvements, including potential shade structures, restrooms, and adult themed games.* | *P&R Staff* | *~$65,000 (study only) Medium Return* | *2* | | *Master Plan Document* |
| **A25.2** | *Continue to coordinate with City's Farmer's Market Advisory Committee.* | *P&R Staff* | *In House, Medium Return* | *2* | | *On going coordination* |

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R = Recommendation A = Action Item
NOTE: All estimated costs are based on 2015 dollars and should be adjusted annually for inflation.

| PROGRAM RECOMMENDATIONS | | | | | | |
|---|---|---|---|---|---|---|
| **NO.** | **Recommendation + Action Items** | **Responsibility** | **Financial Return (Costs vs Return)** | **Priority Level** | **Big Idea(s) Supported** | **Performance Measure** |
| | GOAL: PROMOTE EVENTS THAT BRING THE COMMUNITY TOGETHER. | | | | | |
| **R26** | Expand and build on Mission's special events. Some special events could include, but are not limited to: Trick or Treat in the Park, Christmas Lights Showcase, Carnivals, Health and Wellness Fair, and a concert series. | P&R Staff | Medium Cost, Medium Return. | 2 | | Within the event, having individuals comment on events, and also focus on seasonal/annual events, not one time ventures. |
| **R27** | Review programs annually to evaluate their success and the potential for future impacts on staffing or other operating costs. | P&R Staff | Low Cost, Medium Return. | 3 | | Stabilize the responsibilities of individual staff members. |
| | GOAL: CONTINUALLY REINVEST IN PARK PROGRAMMING. | | | | | |
| **R28** | Expand the existing programs that are offered within the Community Center to outdoor park areas. | P&R Staff, PW Staff | Low Cost, Medium Return. | 2 | | Maintain the pulse of trends and where programs can be expanded. Respond to customer demand and bring programs to neighborhoods. |
| **R29** | Identify and program trails and designated green spaces to allow for passive participation (Example: workout stations). | P&R Staff, PW Staff | Low Cost,Medium Return. | 2 | | Allows for continued program and continued movement towards better cost recovery for the department. |
| **R30** | Identify park programs that are 'pay to participate' programs. | P&R Staff | Low Cost, High Return. | 2 | | Creation of 'Pay to Participate' programs list |

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NOTE: All estimated costs are based on 2015 dollars and should be adjusted annually for inflation.

| OPERATIONS AND MANAGEMENT RECOMMENDATIONS | | | | | | |
|---|---|---|---|---|---|---|
| **NO.** | **Recommendation + Action Items** | **Responsibility** | **Financial Impact (Costs vs Return )** | **Priority Level** | **Big Idea(s) Supported** | **Performance Measure** |
| | GOAL: MAXIMIZE PARK STAFFING EFFICIENCIES, TRAINING, AND EDUCATION. | | | | | |
| **R31** | Continue to regularly review staff positions for re-evaluation of staff responsibilities prior to posting additional job positions. | P&R Staff and PW Staff | Low Cost, Medium Impact | 2 | | Operational efficiency; staff morale; quality of services. |
| **R32** | Evaluate staffing needs after a parks maintenance schedule is implemented. | PW Staff and P&R Staff | Low Cost, High Return | 2 | | Good steward of tax dollars and appropriate maintenance of facilities. |
| **R33** | Identify and evaluate volunteer needs and opportunities. | PW Staff and P&R Staff | Medium Cost, Medium Return | 3 | | Creation of events that need volunteers and begin to log / track these efforts |
| **R34** | Continue to provide resources for staff to attend local, regional, and national conferences and networking seminars for continuing education and professional development. | P&R Staff and PW Staff | Medium Cost, Medium Return | 1 | | Staying current with trends. |
| | GOAL: INITIATE STRATEGIC PARTNERSHIPS TO EFFICIENTLY PROVIDE PARKS AND RECREATION SERVICES. | | | | | |
| **R35** | Establish partnership opportunities with other government agencies and private providers. | P&R Staff | Medium Cost, Medium Return | 1 | | Development of intergovernmental programming |
| **R36** | Focus partnerships on the development of facilities, delivery of programs, and delivery of special events. | P&R Staff and PW Staff | Medium Cost, Medium Return | 1 | | Development of intergovernmental programming |
| **R37** | Cross-reference and promote local parks and recreation plans to ensure complimentary goals and services. | P&R Staff and PW Staff | Medium Cost, Medium Return | 1 | | Development of intergovernmental programming |

KEY: Priority Level 1 = 1-3 YEARS; Priority Level 2 = 4-7 YEARS; Priority Level 3 = 8-10 YEARS.
R = Recommendation A = Action Item
NOTE: All estimated costs are based on 2015 dollars and should be adjusted annually for inflation.

| OPERATIONS AND MANAGEMENT RECOMMENDATIONS | | | | | | |
|---|---|---|---|---|---|---|
| **NO.** | **Recommendation + Action Items** | **Responsibility** | **Financial Impact (Costs vs Return )** | **Priority Level** | **Big Idea(s) Supported** | **Performance Measure** |
| | GOAL: MAXIMIZE INFORMATION DISTRIBUTION THROUGH THE USE OF TECHNOLOGY. | | | | | |
| **R38** | Cross-promote and market parks and recreation programs that encourage user frequency. | P&R Staff and Public Information Officer | Low Cost, Medium Impact | 1 | | Begin to track which participants are multiple program users. |
| **R39** | Expand Mission's current online presence by exploring other social media outlets, such as Twitter or Instagram, to further promote facilities, programs, and special events. | P&R Staff and Public Information Officer | Low Cost, Medium Impact | 2 | | Increase over time. |
| **R40** | Maintain Facebook pages for the Community Center and the Mission Family Aquatic Center for enhanced marketing. | P&R Staff and Public Information Officer | Low Cost, Medium Impact | 1 | | Develop online tools, set baseline and develop goals for increase over time. |
| **R41** | Create a Facebook page for the Mission Parks for enhanced marketing. | P&R Staff, Public Information Officer | Low Cost, Medium Impact | 1 | | Develop online tools, set baseline and develop goals for increase over time. |
| **R42** | Review and develop policies that provide social media guidelines to ensure timely posts. | P&R Staff, Public Information Officer | Low Cost, Medium Impact | 1 | | Guidelines established |
| **R43** | Ask members or program participants to provide e-mails when entering any form of contact information. | P&R Staff | Low Cost, Medium Impact | 1 | | Allows for cross-referencing |
| | GOAL: PROVIDE A QUALITY, AWARD WINNING PARK SYSTEM. | | | | | |
| **R44** | Identify the benefits to becoming NRPA accredited, and create a step by step plan to reach this goal. | P&R Staff, PW Staff, and City Council | Medium Cost, Low Impact | 3 | | Attain accreditation. |
| **R45** | Identify the benefits to becoming Playful City USA accredited, and create a step by step plan to reach this goal. | P&R Staff and PW Staff | Medium Cost, Low Impact | 2 | | Attain accreditation. |
| **R46** | Attain Bike Friendly recognition. | P&R Staff and PW Staff | Medium Cost, Low Impact | 1 | | Identify specific organization(s) and become a member of supporting organization(s) |
| **R47** | Incorporate the Communities for All Ages checklist during early planning stages of all projects. | P&R Staff and PW Staff | Low Cost, Medium Impact | 1 | | Document each planning stage with checklist |

KEY: Priority Level 1 = 1-3 YEARS; Priority Level 2 = 4-7 YEARS; Priority Level 3 = 8-10 YEARS.
R = Recommendation A = Action Item
NOTE: All estimated costs are based on 2015 dollars and should be adjusted annually for inflation.

| OPERATIONS AND MANAGEMENT RECOMMENDATIONS | | | | | | |
|---|---|---|---|---|---|---|
| **NO.** | **Recommendation + Action Items** | **Responsibility** | **Financial Impact (Costs vs Return )** | **Priority Level** | **Big Idea(s) Supported** | **Performance Measure** |
| | GOAL: PROVIDE QUALITY MAINTENANCE FOR PARKS AND RECREATION. | | | | | |
| **R48** | Regularly review and maintain the maintenance schedule for the Community Center. | P&R Staff | Low Cost, High Impact | 1 | | Establish Facilities Recommendations |
| **R49** | Regularly review and maintain the maintenance schedule for the Mission Family Aquatic Center. | P&R Staff | Low Cost, High Impact | 1 | | Establish Facilities Recommendations |
| **R50** | Address and update deteriorating parks based on life-cycle replacement schedules. Verify that these updates are meeting current ADA guidelines. | P&R Staff | High Cost, High Impact | 1 | | Establish Facilities Recommendations |
| **A50.1** | *Establish a life-cycle standard and maintenance schedule for parking lot surfaces and trails.* | *P&R Staff and PW Staff* | *High Cost, High Impact* | *1* | | *Internal review and recommendations* |
| **A50.2** | *Implement a playground and surfacing life-cycle replacement schedule. For poured in place rubberized surfaces, a common life-cycle is 10-15 years depending on use and weather exposure. A poured in place rubberized surface typcially has the longest life-cycle.* | *P&R Staff* | *High Cost, High Impact* | *1* | | *Replacement schedule identified* |
| **A50.3** | *Establish a life-cycle or maintenance schedule for all site furnishings.* | *P&R Staff* | *Low Cost Initially, High Impact* | *1* | | *Internal review and recommendations* |
| **A50.4** | *Develop a replacement schedule for lighting, where appropriate.* | *P&R Staff* | *Low Cost Initially, High Impact* | *1* | | *Internal review and recommendations* |
| **A50.5** | *Develop a standard of care for the various green spaces that are identified as practice fields.* | *P&R Staff and PW Staff* | *Low Cost Initially, High Impact* | *1* | | *Internal review and recommendations* |
| **R51** | Maintain and update existing tree inventory. | P&R Staff and Tree Board | Low Cost, High Return | 1 | | Guidelines established |
| **A51.1** | *Utilize and follow approved tree list when installing new tree or replacing dead or damaged trees.* | P&R Staff and Tree Board | Low Cost, High Return | 1 | | Guidelines established |
| **A51.2** | *Coordinate tree replacements and installations with an arborist to ensure success.* | *P&R Staff and Tree Board* | *Low Cost, High Return* | *1* | | *Guidelines established* |
| **R52** | Develop a fertilizing/weed killing schedule to improve turf, tree, and landscape maintenance. | P&R Staff and PW Staff | Medium Cost, High Impact | 2 | | Internal review and recommendations |

KEY: Priority Level 1 = 1-3 YEARS; Priority Level 2 = 4-7 YEARS; Priority Level 3 = 8-10 YEARS.

R = Recommendation A = Action Item

NOTE: All estimated costs are based on 2015 dollars and should be adjusted annually for inflation.

# A APPENDIX

## Section A1 – Agency Profile

The Mission Parks & Recreation Department is a traditional agency that operates as part of the City, not as a free-standing district. The primary goal of the department is to serve the needs of Mission residents, but the reality is the facility's geographic reach extends well beyond the City boundaries.

The structure of the Parks & Recreation Department within the City is typical of what the consulting team finds in other municipal operations of similar size. Recreation focuses on the community center and outdoor pool and the Parks maintenance is handled by Public Works. This structure works well for the City of Mission, and it is the recommendation of the consulting team that the City continues in this direction.

The City of Mission describes the Parks & Recreation "Program" in the following fashion within their 2015 budget. `

> The Parks and Recreation Department initiates, develops and administers recreation programs for Mission residents and the general public. The Community Center facility houses the majority of recreation classes, programs and special events. Programs and services are also offered at the outdoor Mission Family Aquatic Center and other outdoor park facilities throughout the City. The Parks and Recreation budget is structured into two divisions: Mission Family Aquatic Center and Community Center.

Because Public Works handles the maintenance of the parks, the dollars associated with that portion of the operation falls in their budget. As the City moves forward to implement the master plan, it will be important that the dollars associated with parks in the Public Works budget are broken out in enough detail that the City can gain a true understanding of the costs associated with maintaining and operating the overall park system.

The City of Mission also goes on in their budgetary document to identify "Goals" and "Objectives" for the Parks & Recreation Department. Those include:

Goal – To provide first class facilities and parks, and enhance the quality of life for all residents and visitors through education, recreation and cultural opportunities.

Objectives (in no particular order):

- Provide programs, classes and special events at parks and recreation facilities and through partnerships throughout the community.
- Coordinate on-going needs assessment for parks and recreation programs and facilities.
- Staff and operate parks and recreation facilities with a customer service focus, emphasizing the effective use of City resources.

- Offer age specific programs for youth, seniors and other demographics.
- Maintain and operate the Mission Family Aquatic Center.

In analyzing the goal of the Parks and Recreation Department, an area where the City would acknowledge the need for improvement would be in the parks facilities. The master plan will assist the City in setting priorities for the parks and their development while continuing to offer great indoor facilities and outdoor aquatic facilities. This will allow for programming currently being done at the community center and aquatic facility to potentially carry into the parks.

The current objectives detail how the Parks and Recreation Department is going to do business. The level of customer service provided at both the community center and outdoor pool is excellent and the staff do an outstanding job operating those facilities with a business-like mindset. That should continue, extending to the parks operation as well. The community center and aquatic center are very well maintained and clean, this practice should continue in parks with more dedicated staff time spent in the parks. Staff should add an objective that also includes the maintenance of the community center and parks.

Based upon the 2015 budget documents, the Parks & Recreation Department operates with a total of 12.0 full time staff members. This is a reasonable number of staff given the total indoor square footage that is being maintained along with the outdoor aquatic center. The total number of staff does not take into account Public Works employees associated with parks. Currently, Public Works does not allocate specific staff members to parks, the responsibilities of parks are absorbed within the department. As the City moves forward with the implementation of this plan, they will want to track, at minimum, the staff hours associated with outdoor park maintenance.

Total dollars and investment being made annually in Parks & Recreation by the City of Mission is significant. Based upon the 2015 budget document, the City anticipates spending $2.1 million on the community center operation and $217,000 on the outdoor aquatic center for a total of $2.4 million. To put that number in perspective it accounts for approximately 25% of the total General Fund. It is important to note that in the past 3-5 years the City has increased the total cost recovery level of the community center and invested in the re-development/renovation of the aquatic center. The community center is now operating at approximately 80% cost recovery with a goal of moving the facility towards 100% cost recovery. The community center and aquatic center and their finances are operating in a manner consistent with what the consulting team sees nationally.

## Section A2 – Demographic Summary & Market Review

Ballard*King & Associates, teamed with Confluence, has been tasked with assisting in the development of a master plan for the City of Mission. In reviewing the market constraints and recommendations there is a focus on three areas; park property, the community center and the outdoor pool.

**Market Constraints:**

- The population for the City of Mission is adequate to support the parks currently in their inventory. That population, however, is not large enough to support the financial viability of the community center or outdoor pool. As such, a service area of the City and a 5-mile service radius were identified in the report.

- If the residents of the City were to express an interest in acquiring more park property it would be extremely challenging given the population density and lack of available property.

- The City of Mission sits in the northeast corner of Johnson County. Within the County there are a significant number of alternative public providers for outdoor pools, community centers and park property. The City may experience challenges in expanding their market share. In addition to public providers, there are also a significant number of private providers, particularly in the area of exercise and outdoor sports venues.

- The median household income is similar to that of the State of Kansas and the nation. As you move outside of the City, the income level does not increase dramatically. The median household income does allow individuals discretionary income, but with limits as it relates to participation in programs, membership, and facility rental.

The following is a summary of the basic demographic characteristics within the identified service areas, along with recreation and leisure participation standards as produced by the National Sporting Goods Association. Also included is participation information produced by the National Endowment of the Arts.

**Service Areas:** In creating a master plan for the City of Mission, the boundaries of the City were identified as the primary service area for this project. The City of Mission already operates a significant community center and outdoor aquatic center. A secondary service area has also been identified for those facilities, and was defined as a 5-mile radius from the community center.

Primary service areas are usually defined by the distance people will travel on a regular basis (a minimum of once a week) to utilize a facility or its programs. Use by individuals outside of this area will be much more limited and will focus more on special activities or events (tournaments, etc.).

Service areas can vary in size based on the components included in a facility. A center with active elements (pool, weight/cardiovascular equipment area, gym, track, etc.) will generally have a larger service area than a more passively oriented facility. Specialized facilities such as a sports field house, ice arena or large competitive aquatic venue will have even larger service areas, making them more of a regional destination.

Service areas can also be based upon a facility's proximity to major thoroughfares. Another factor impacting the use, as it relates to driving distance, is the presence of alternative service providers in the area. Alternative service providers can have an impact upon membership, daily admissions, and the associated penetration rates for programs and services.

**Service Area Comparison Chart:**

| | City of Mission | Secondary Service Area |
|---|---|---|
| **Population:** | | |
| 2010 Census | 9,323[1] | 254,776[2] |
| 2015 Estimate | 9,489 | 258,351 |
| 2020 Estimate | 9,827 | 265,397 |
| **Households:** | | |
| 2010 Census | 5,000 | 114,479 |
| 2015 Estimate | 5,152 | 116,777 |
| 2020 Estimate | 5,373 | 120,302 |
| **Families:** | | |
| 2010 Census | 2,130 | 61,607 |
| 2015 Estimate | 2,184 | 62,281 |
| 2020 Estimate | 2,257 | 63,857 |
| **Average Household Size:** | | |
| 2010 Census | 1.86 | 2.20 |
| 2015 Estimate | 1.84 | 2.18 |
| 2020 Estimate | 1.83 | 2.18 |
| **Ethnicity (2015 Estimate):** | | |
| Hispanic | 8.8% | 13.2% |
| White | 82.9% | 78.3% |
| Black | 6.3% | 9.4% |
| American Indian | 0.4% | 0.5% |
| Asian | 4.3% | 3.0% |
| Pacific Islander | 0.02% | 0.1% |
| Other | 2.7% | 5.5% |
| Multiple | 3.4% | 3.2% |
| **Median Age:** | | |
| 2010 Census | 35.3 | 36.2 |
| 2015 Estimate | 36.7 | 37.3 |
| 2020 Estimate | 37.8 | 38.3 |
| **Median Income:** | | |
| 2015 Estimate | $50,555 | $52,435 |
| 2020 Estimate | $56,691 | $60,906 |
| **Household Budget Expenditures[3]:** | | |
| Housing | 94 | 102 |
| Entertainment & Recreation | 98 | 98 |

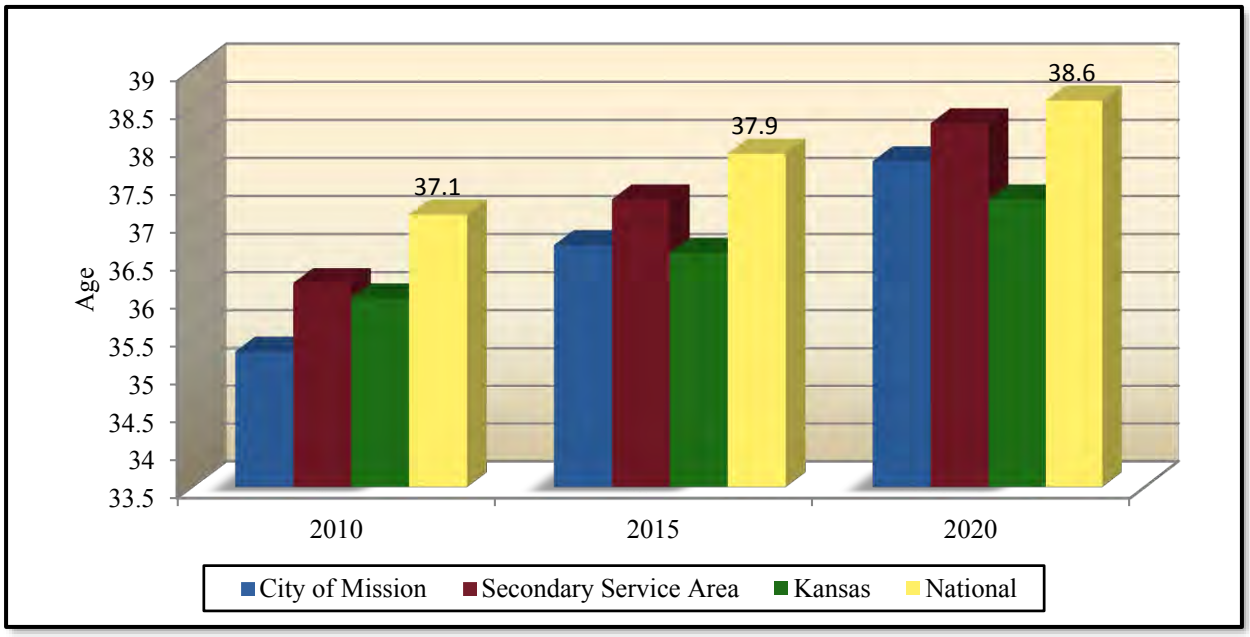
[1] The population of Mission decreased by 6.8% from the 2000 Census to the 2010 Census.
[2] The population of the Secondary Service Area decreased by 3.5% from the 2000 Census to the 2010 Census.
[3] This information is placed on an index with a reference point being the National average of 100.

**Age and Income:** The median age and household income levels are compared with national numbers as both of these factors are primary determinants of participation in recreation activities. The lower the median age, the higher the participation rates are for most activities. The level of participation also increases as the median income level goes up.

**Table A – Median Age:**

| | 2010 Census | 2015 Projection | 2020 Projection |
|---|---|---|---|
| City of Mission | 35.3 | 36.7 | 37.8 |
| Secondary Service Area | 36.2 | 37.3 | 38.3 |
| State of Kansas | 36.0 | 36.6 | 37.3 |
| Nationally | 37.1 | 37.9 | 38.6 |

**Chart A – Median Age:**




The median age for the State of Kansas, secondary service area and the City of Mission is less than the national number.

**Map A – Median Age by Census Block Group**

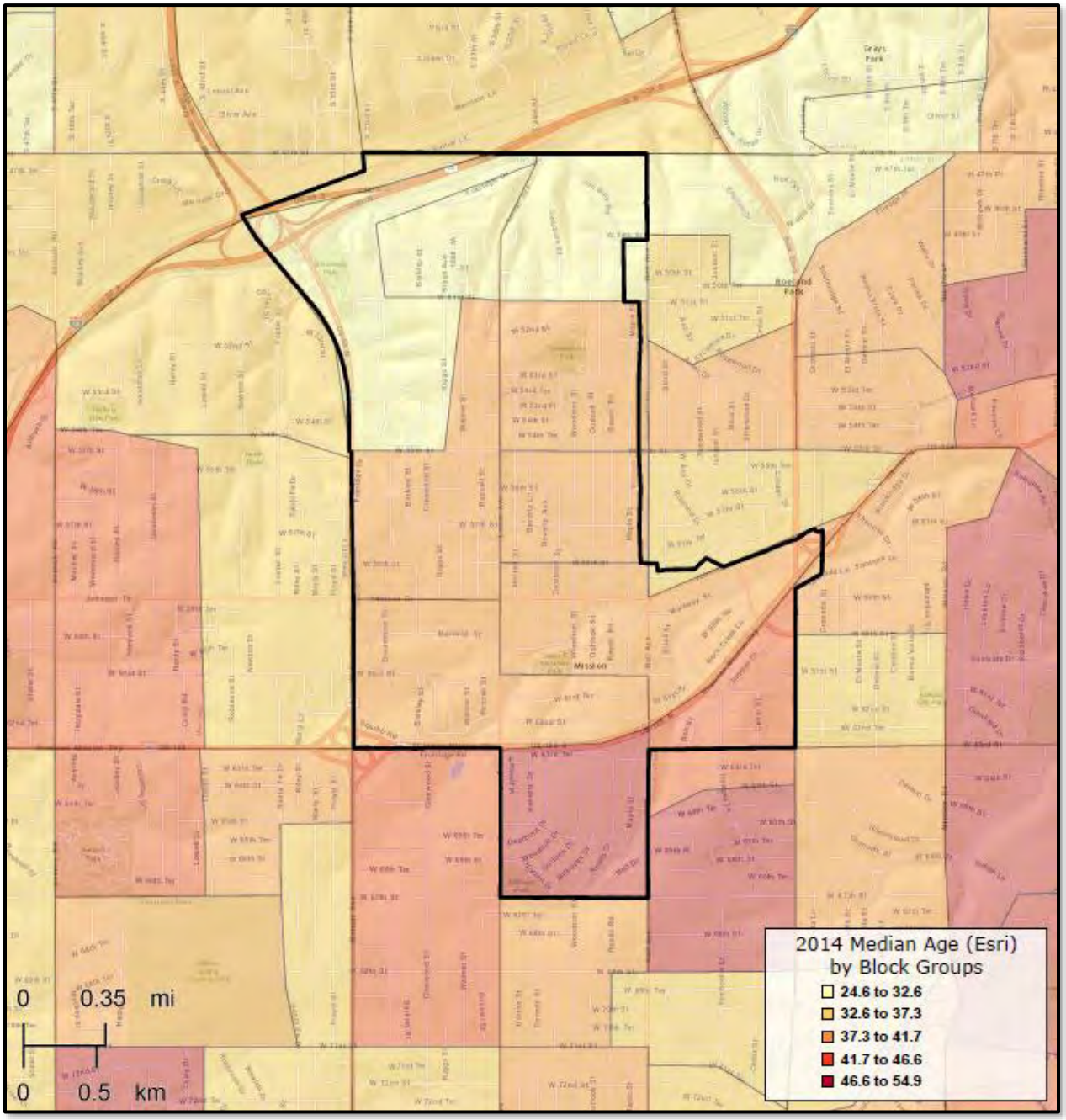
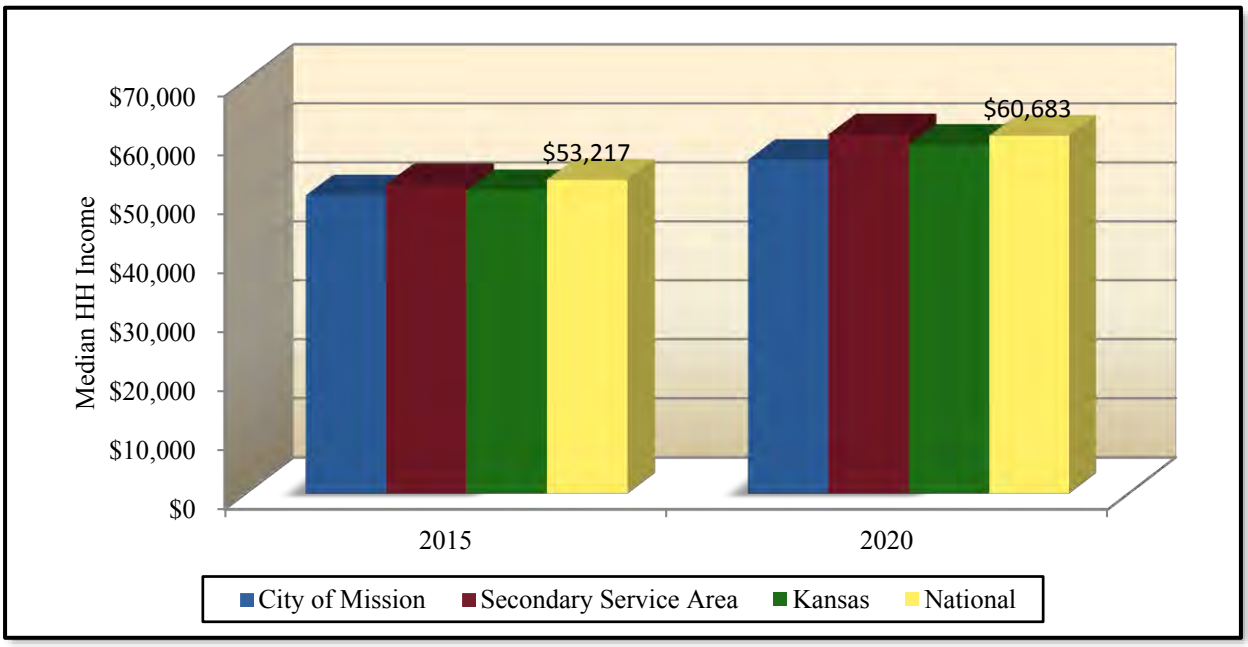


**Table B – Median Household Income:**

| | 2015 Projection | 2020 Projection |
|---|---|---|
| City of Mission | $50,555 | $56,691 |
| Secondary Service Area | $52,435 | $60,906 |
| State of Kansas | $51,423 | $59,137 |
| Nationally | $53,217 | $60,683 |

**Chart B – Median Household Income:**



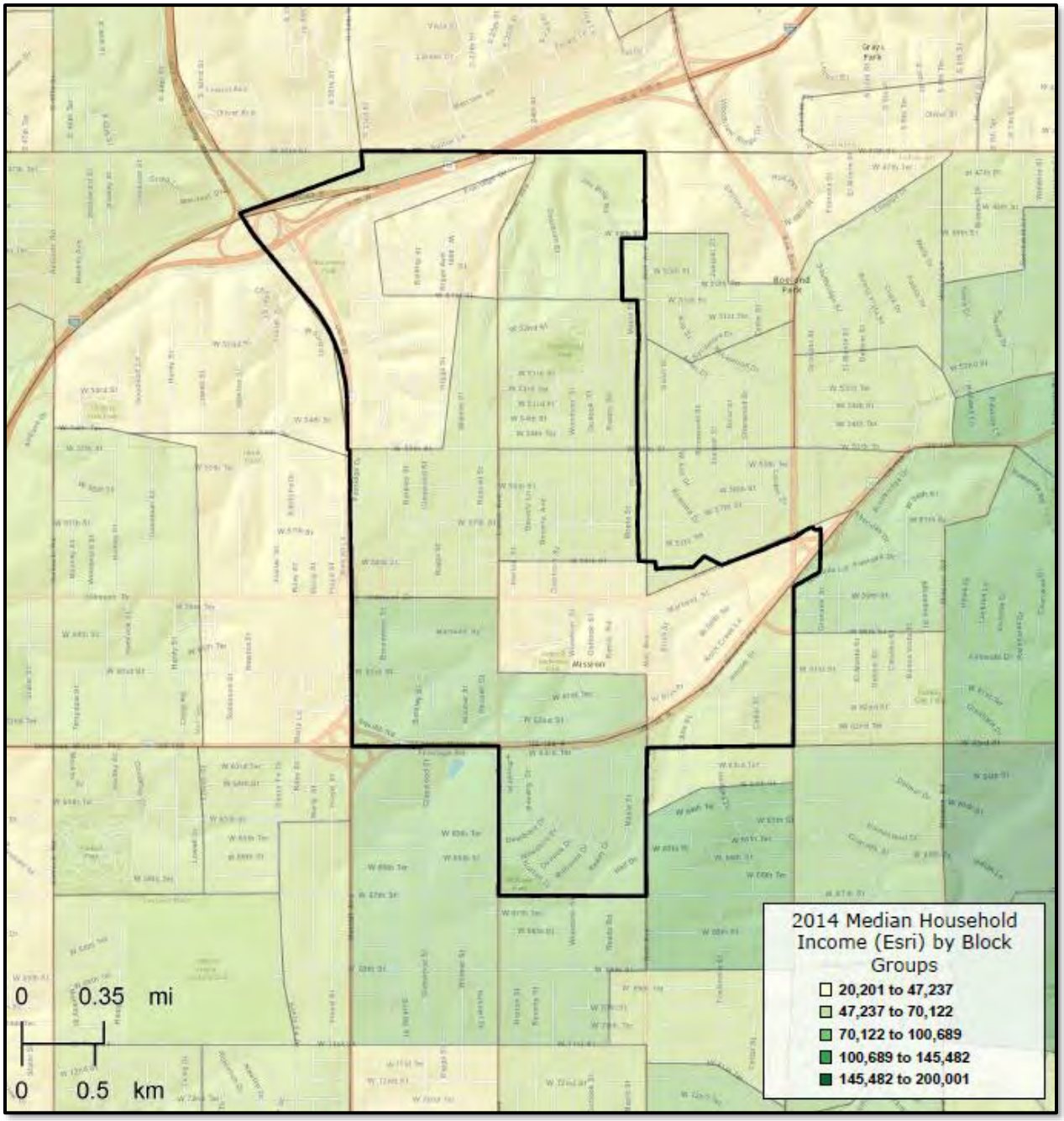
Based upon 2015 projections for median household income, the following narrative can be provided for the service areas:

In the City of Mission, the percentage of households with median income over $50,000 per year is 51.0% compared to 52.2% on a national level. Furthermore, the percentage of the households in the service area with median income less than $25,000 per year is 20.7% compared to 23.8% nationally.

In the Secondary Service Area, the percentage of households with median income over $50,000 per year is 52.7% compared to 52.2% on a national level. Furthermore, the percentage of the households in the service area with median income less than $25,000 per year is 21.2% compared to a level of 23.8% nationally.

The median household incomes for the City of Mission and the Secondary Service Area are comparable to the State of Kansas and the national number. Assuming the cost of living in the area is also comparable to the State and national numbers it would point to household's ability to pay for parks and recreation services. The median household income that yields the greatest spending potential for parks and recreation is fluid and moves along with the cost of living and area of the country. The one identifiable measuring point which is a significant indicator of the ability to pay for parks and recreation services is the percentage of households with greater than $50,000 median household income. For both the City of Mission and the Secondary Service Area, that percentage is at or slightly greater than the national number.

**Map B – Median Household Income by Census Block Group**



In addition to looking at Median Age and Median Income, it is important to examine Household Budget Expenditures. In particular looking at housing information; shelter, utilities, fuel and public services (ex. trash collection, water, etc.) along with entertainment and recreation can provide a snap shot into the cost of living and spending patterns of the residents in the service areas. The table below compares the service areas.

**Table C – Household Budget Expenditures[4]:**

| City of Mission | SPI | Average Amount Spent | Percent |
|---|---|---|---|
| Housing | 94 | $20,161.53 | 30.6% |
| *Shelter* | *95* | *$15,628.47* | *23.8%* |
| *Utilities, Fuel, Public Service* | *90* | *$4,532.96* | *6.9%* |
| Entertainment & Recreation | 89 | $2,952.74 | 4.5% |

| Secondary Service Area | SPI | Average Amount Spent | Percent |
|---|---|---|---|
| Housing | 102 | $21,909.53 | 30.5% |
| *Shelter* | *103* | *$16,927.68* | *23.6%* |
| *Utilities, Fuel, Public Service* | *98* | *$4,981.85* | *6.9%* |
| Entertainment & Recreation | 98 | $3,257.50 | 4.5% |

| State of Kansas | SPI | Average Amount Spent | Percent |
|---|---|---|---|
| Housing | 90 | $19,443.65 | 29.3% |
| *Shelter* | *89* | *$14,662.94* | *22.1%* |
| *Utilities, Fuel, Public Service* | *94* | *$4,780.71* | *7.2%* |
| Entertainment & Recreation | 93 | $3,084.17 | 4.7% |

**SPI:** Spending Potential Index as compared to the National number of 100.

**Average Amount Spent:** The average amount spent per household.

**Percent:** Percent of the total 100% of household expenditures.

**Note:** Shelter along with Utilities, Fuel, Public Service are a portion of the Housing percentage.

[4] Consumer Spending data are derived from the 2004 and 2005 Consumer Expenditure Surveys, Bureau of Labor Statistics. ESRI forecasts for 2015 and 2020.

**Chart C – Household Budget Expenditures Spending Potential Index:**

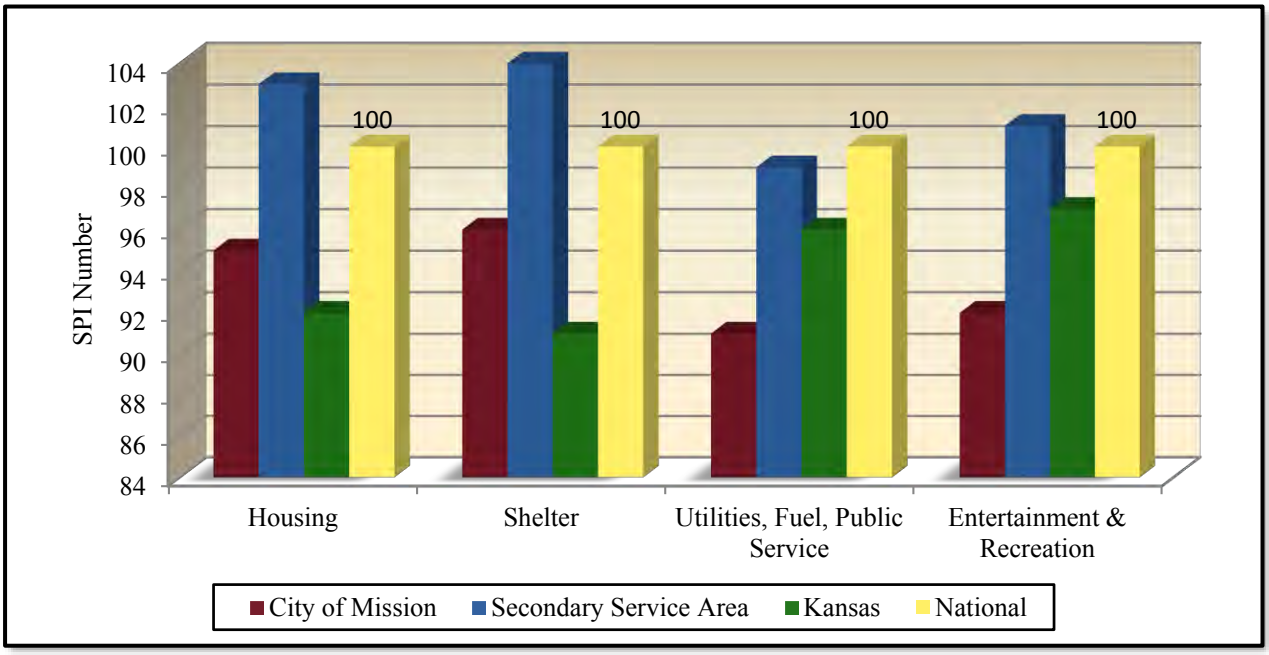



Chart C, illustrates the Household Budget Expenditures Spending Potential Index in the service areas. The index for the State of Kansas and the City of Mission is less than the National number. The Secondary Service Area SPI is greater than the State of Kansas and the National number.

It will be important to keep this information in mind when evaluating fee structure and looking at an appropriate cost recovery philosophy for the department.

The total number of housing units in the City of Mission is 5,477 and 91.3% (5,000 units) are occupied. Of the available units, the bulk are available for rent. Additionally, in the City of Mission the total number of households with children is 18.3% or 916 households.

The total number of housing units in the Secondary Service Area is 125,931 and 90.0% (114,476) are occupied. Of the available units, the bulk are available for rent. Additionally, in the Secondary Service Area the total number of households with children is 25.4% or 29,067 households.

The total number of occupied housing units is important to determine potential influx of population while the percentage of household with children emphasizes the importance of that market when evaluating programming options.

**Recreation Expenditures Spending Potential Index:** The demographic provider utilized for the market analysis portion of the master plan, examined the overall propensity for households' spending potential on recreational activities. The following comparisons are provided.

**Table D – Recreation Expenditures Spending Potential Index[5]:**

| City of Mission | SPI | Average Spent |
|---|---|---|
| Fees for Participant Sports | 90 | $108.63 |
| Fees for Recreational Lessons | 84 | $103.35 |
| Social, Recreation, Club Membership | 91 | $156.44 |
| Exercise Equipment/Game Tables | 84 | $64.71 |
| Other Sports Equipment | 82 | $6.59 |

| Secondary Service Area | SPI | Average Spent |
|---|---|---|
| Fees for Participant Sports | 101 | $122.32 |
| Fees for Recreational Lessons | 98 | $120.50 |
| Social, Recreation, Club Membership | 103 | $176.44 |
| Exercise Equipment/Game Tables | 91 | $70.13 |
| Other Sports Equipment | 92 | $7.36 |

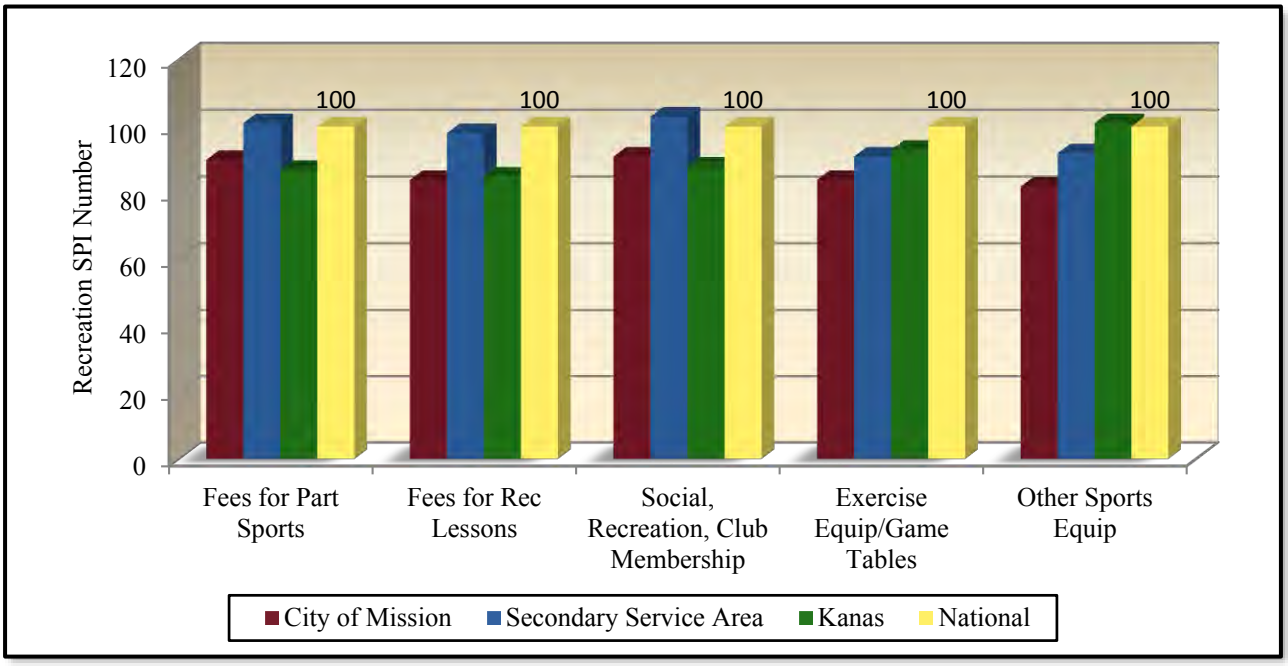
| State of Kansas | SPI | Average Spent |
|---|---|---|
| Fees for Participant Sports | 87 | $105.45 |
| Fees for Recreational Lessons | 85 | $104.41 |
| Social, Recreation, Club Membership | 88 | $151.09 |
| Exercise Equipment/Game Tables | 93 | $71.65 |
| Other Sports Equipment | 101 | $8.03 |

**Average Amount Spent:** The average amount spent for the service or item in a year.

**SPI:** Spending potential index as compared to the national number of 100.

[5] Consumer Spending data are derived from the 2006 and 2007 Consumer Expenditure Surveys, Bureau of Labor Statistics.

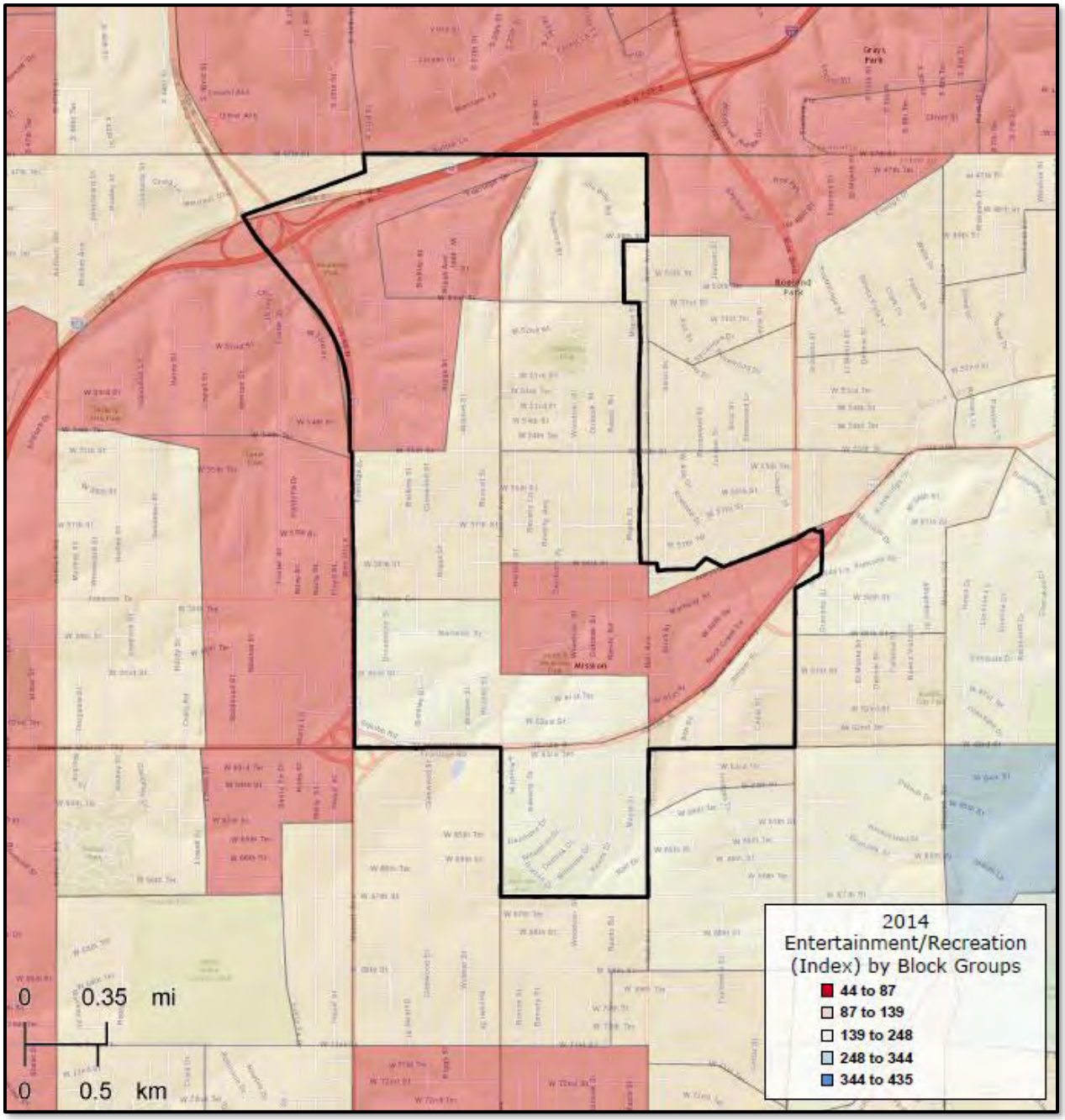
**Chart D – Recreation Spending Potential Index:**



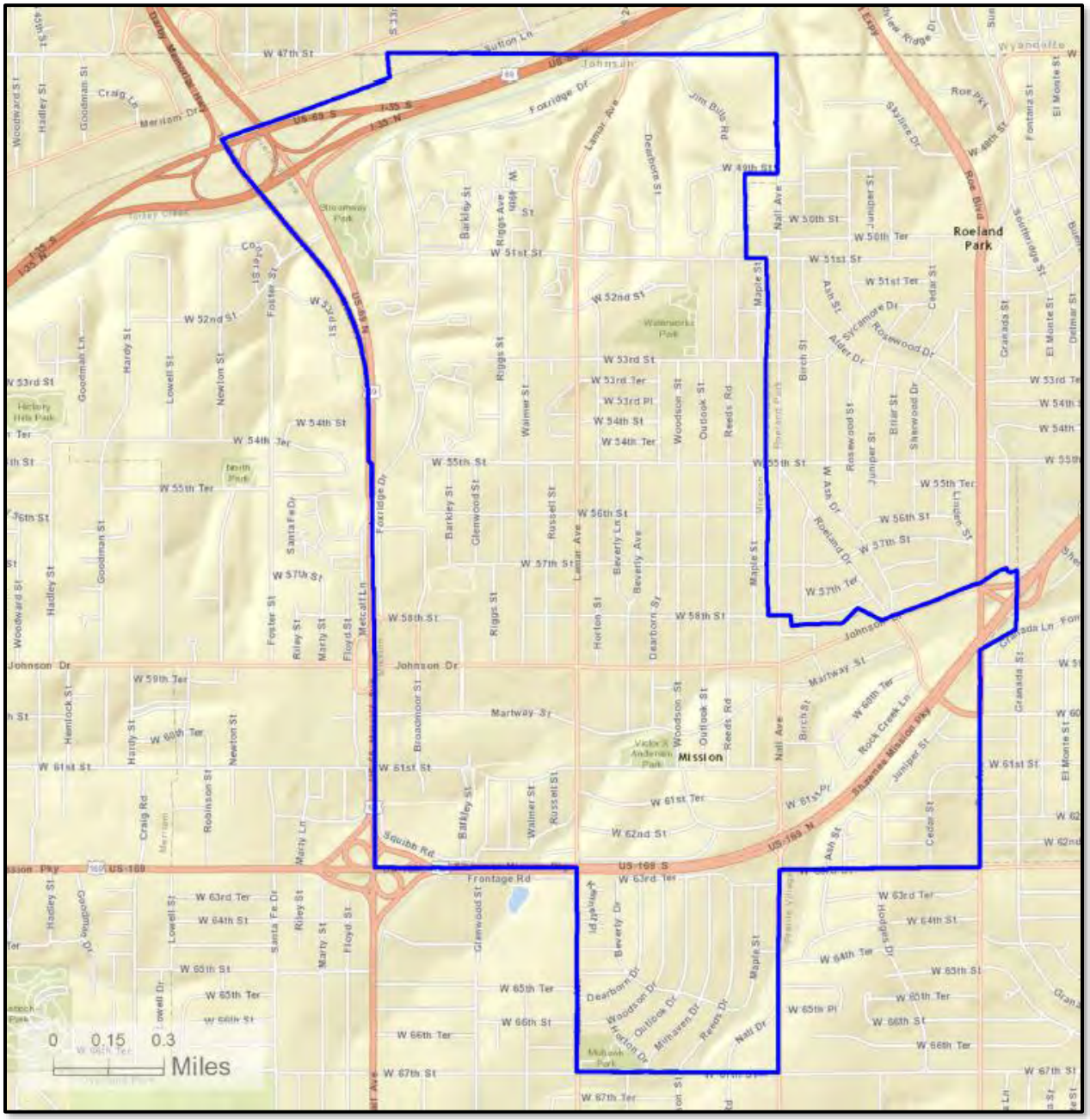

The Spending Potential Index for Recreation in both the City of Mission and the Secondary Service Area is greater to or equal to the State of Kansas with one exception in "Other Sports Equipment." The trend that this information follows is identical to that of the Household Budget Expenditures. This consistency is important when identifying price points.

It is important to note that these are dollars currently being spent, some of which are already being captured at the Sylvester Powell, Jr. Community Center, The Mission Family Aquatic Center and programs that take place in the parks. To further expand the potential captured within Mission, the recommendations to expand program activities from indoors to outdoors (pg. 25) and renovate Sylvester Powell, Jr. Community Center to expand membership (pgs. 28-29) present the greatest opportunities for revenue growth.

**Map C – Entertainment & Recreation Spending Potential Index by Census Block Group**



**Map D – City of Mission Map: Primary Service Area Study Area**



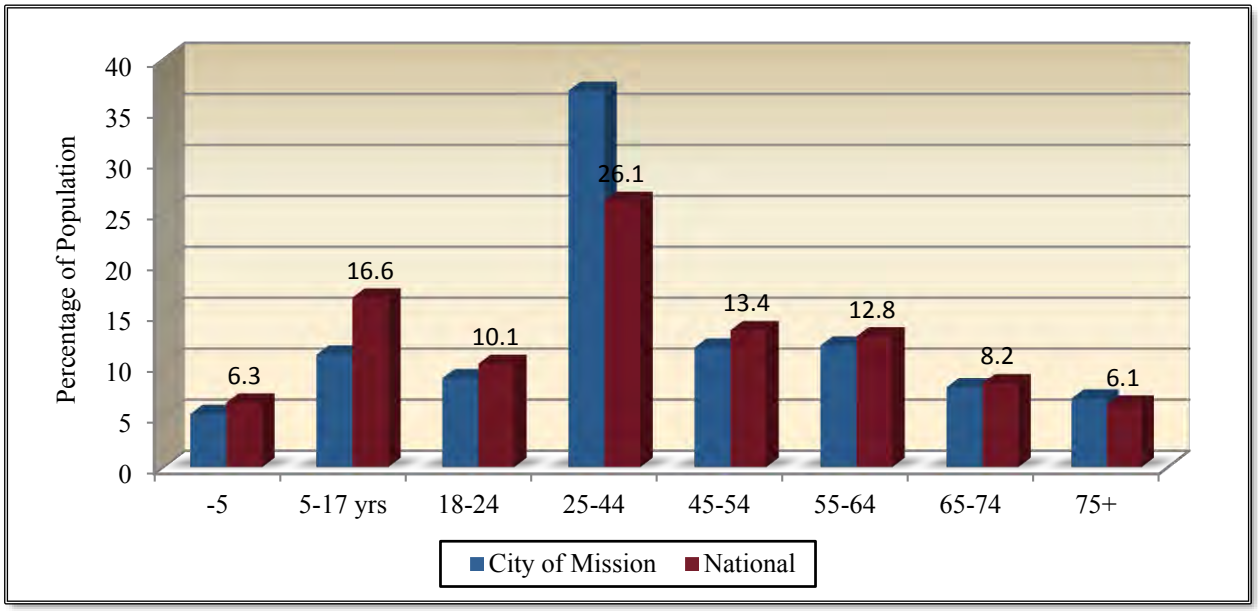
**Population Distribution by Age:** Utilizing census information for the City of Mission, the following comparisons are possible.

**Table E – 2015 City of Mission Age Distribution**
(ESRI estimates)

| Ages | Population | % of Total | Nat. Population | Difference |
|---|---|---|---|---|
| -5 | 493 | 5.2% | 6.3% | -1.1% |
| 5-17 | 1,063 | 11.0% | 16.6% | -5.6% |
| 18-24 | 825 | 8.7% | 10.1% | -1.3% |
| 25-44* | 3,501 | 36.9% | 26.1% | +10.8% |
| 45-54 | 1,113 | 11.7% | 13.4% | -1.7% |
| 55-64 | 1,123 | 11.9% | 12.8% | -0.9% |
| 65-74 | 738 | 7.8% | 8.6% | -0.8% |
| 75+ | 633 | 6.7% | 6.2% | +0.5% |

**Population:** 2015 census estimates in the different age groups in the City of Mission.
**% of Total:** Percentage of the City of Mission/population in the age group.
**National Population:** Percentage of the national population in the age group.
**Difference:** Percentage difference between the City of Mission population and the national population.

**Chart E – 2015 City of Mission Age Group Distribution**




*The age group of 25-44 Years age group is consistent with sports participation statistics produced by the National Sporting Goods Association, and is a primary target audience to capture potential parks and recreation participants.

The demographic makeup of the City of Mission, when compared to the characteristics of the national population, indicates that there are some differences with an equal or larger population in the 25-44 and 75+ age groups and a smaller population in the -5, 5-17, 18-24, 45-54, 55-64 and 65-74 age groups. The largest positive variance is in the 25-44 age group with +10.8%, while the greatest negative variance is in the 5-17 age group with -5.6%.

**Population Distribution Comparison by Age:** Utilizing census information from the City of Mission, the following comparisons are possible.

**Table F – 2015 City of Mission Population Estimates**
(U.S. Census Information and ESRI)

| Ages | 2010 Census | 2015 Projection | 2020 Projection | Percent Change | Percent Change Nat'l |
|---|---|---|---|---|---|
| -5 | 523 | 493 | 521 | -0.4% | +0.3% |
| 5-17 | 978 | 1,063 | 1,141 | +16.7% | -0.7% |
| 18-24 | 929 | 825 | 778 | -16.3% | -1.7% |
| 25-44 | 3,410 | 3,501 | 3,626 | +6.3% | +7.1% |
| 45-54 | 1,182 | 1,113 | 1,103 | -6.7% | -9.7% |
| 55-64 | 1,050 | 1,123 | 1,109 | +5.6% | +17.4% |
| 65-74 | 581 | 738 | 893 | +53.7% | +50.1% |
| 75+ | 670 | 633 | 661 | -1.3% | +22.0% |

**Chart F – City of Mission Population Growth**

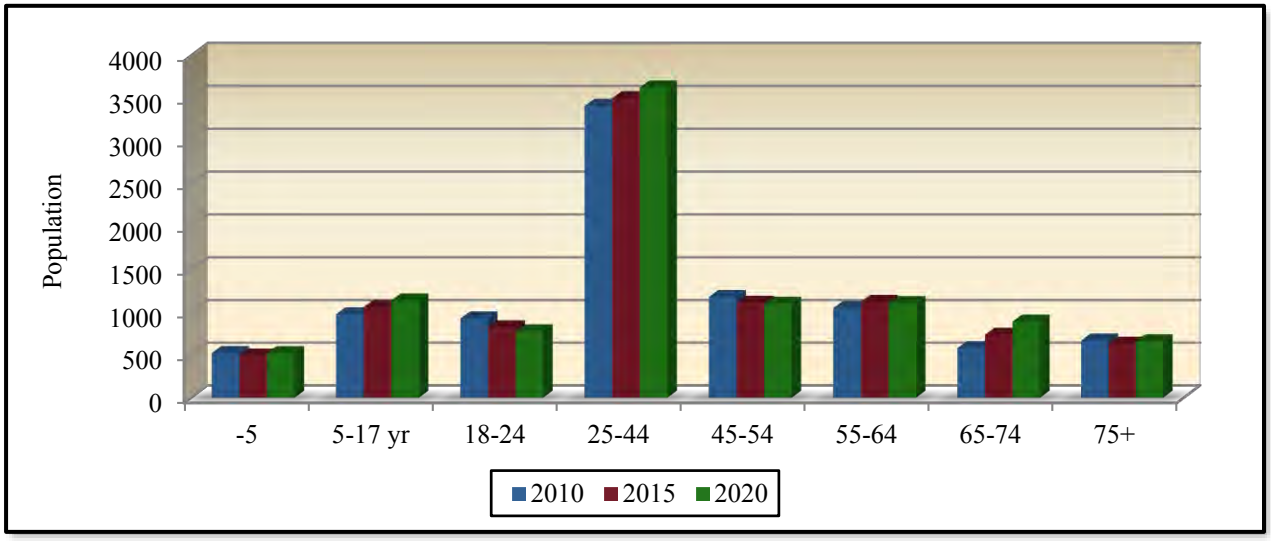



Table-F, illustrates the growth or decline in age group numbers from the 2010 census until the year 2020. It is projected that all of the age categories will see an increase in population, except for the -5, 18-24, 45-54 and 75+. It must be remembered that the population of the United States as a whole is aging and it is not unusual to find negative growth numbers in the younger age groups and significant net gains in the 45 plus age groupings in communities which are relatively stable in their population numbers.

Listed below is the distribution of the population by race and ethnicity for the City of Mission based on 2015 population projections. These numbers were developed from 2010 Census Data.

**Table G – City of Mission Ethnic Population and Median Age 2015**
(Source – U.S. Census Bureau and ESRI)

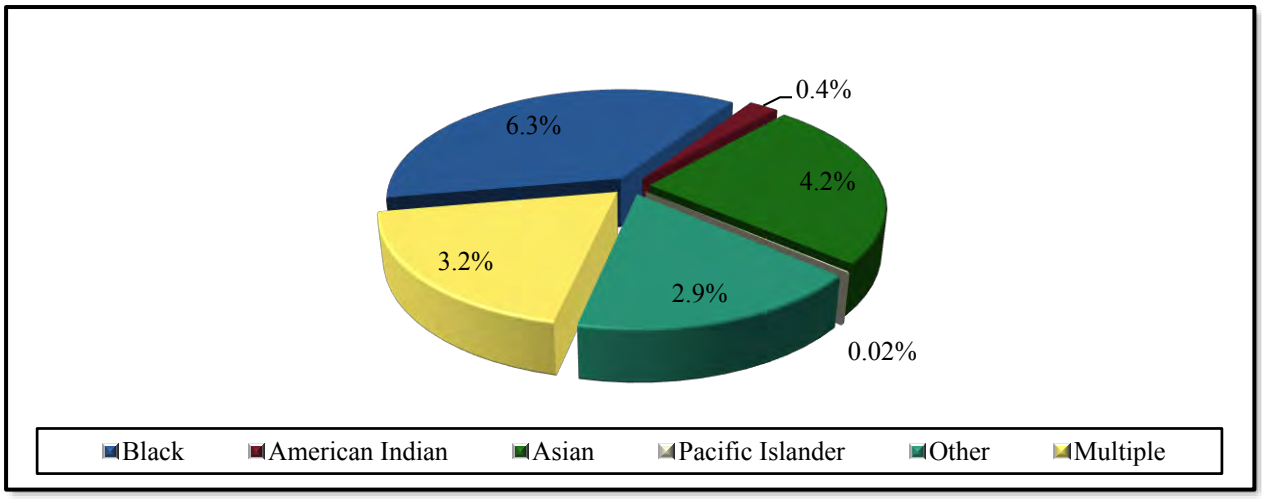
| Ethnicity | Total Population | Median Age | % of Population | % of KS Population |
|---|---|---|---|---|
| Hispanic | 836 | 28.7 | 8.8% | 11.7% |

**Table H – City of Mission Population by Race and Median Age 2015**
(Source – U.S. Census Bureau and ESRI)

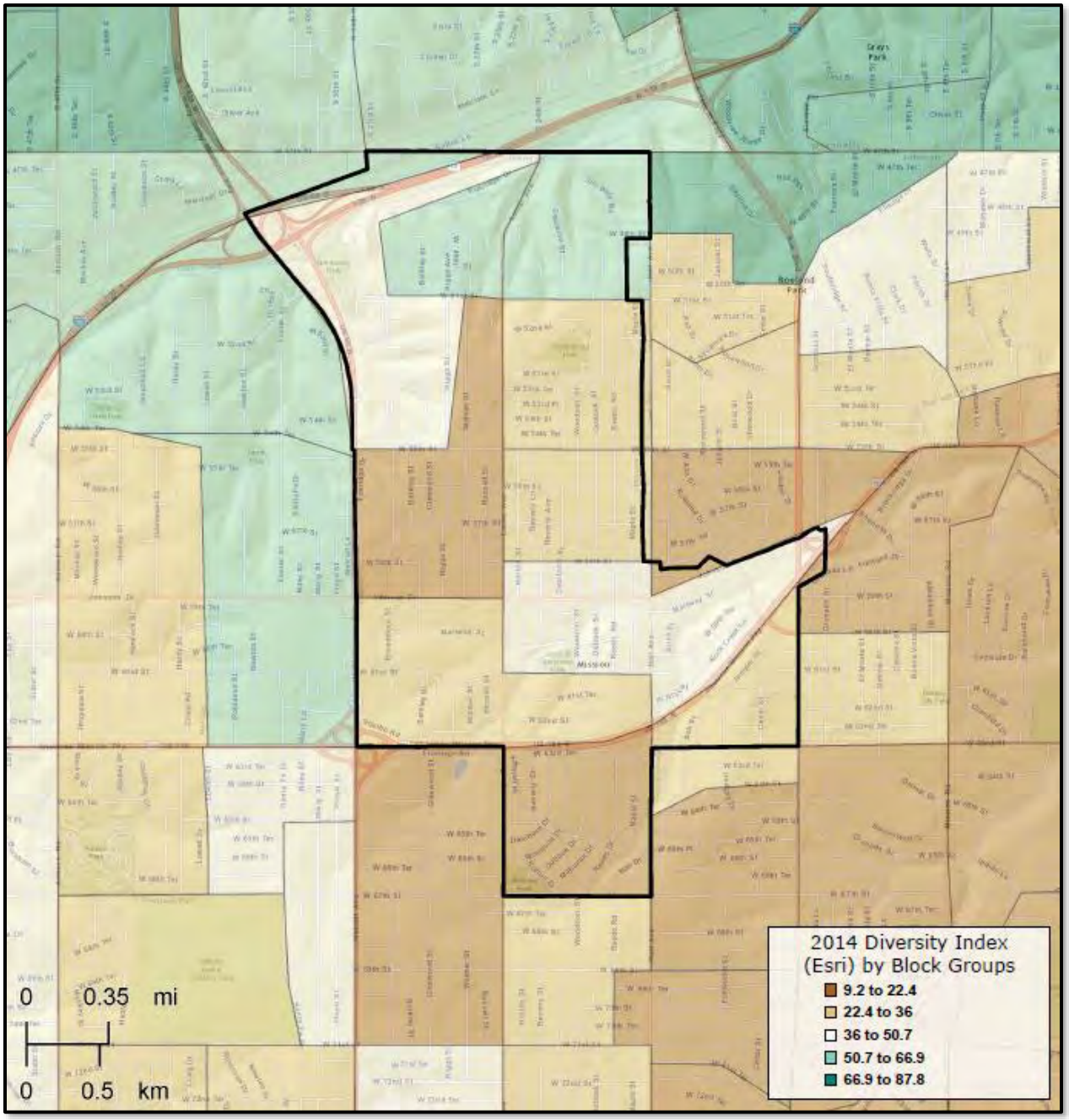
| Race | Total Population | Median Age | % of Population | % of KS Population |
|---|---|---|---|---|
| White | 7,864 | 39.0 | 82.9% | 82.5% |
| Black | 594 | 30.7 | 6.3% | 6.1% |
| American Indian | 42 | 38.5 | 0.4% | 1.0% |
| Asian | 407 | 30.7 | 4.3% | 2.7% |
| Pacific Islander | 2 | 40.0 | 0.02% | 0.1% |
| Other | 259 | 31.1 | 2.7% | 4.3% |
| Multiple | 321 | 24.1 | 3.4% | 3.3% |

2015 City of Mission Total Population: 9,489 Residents

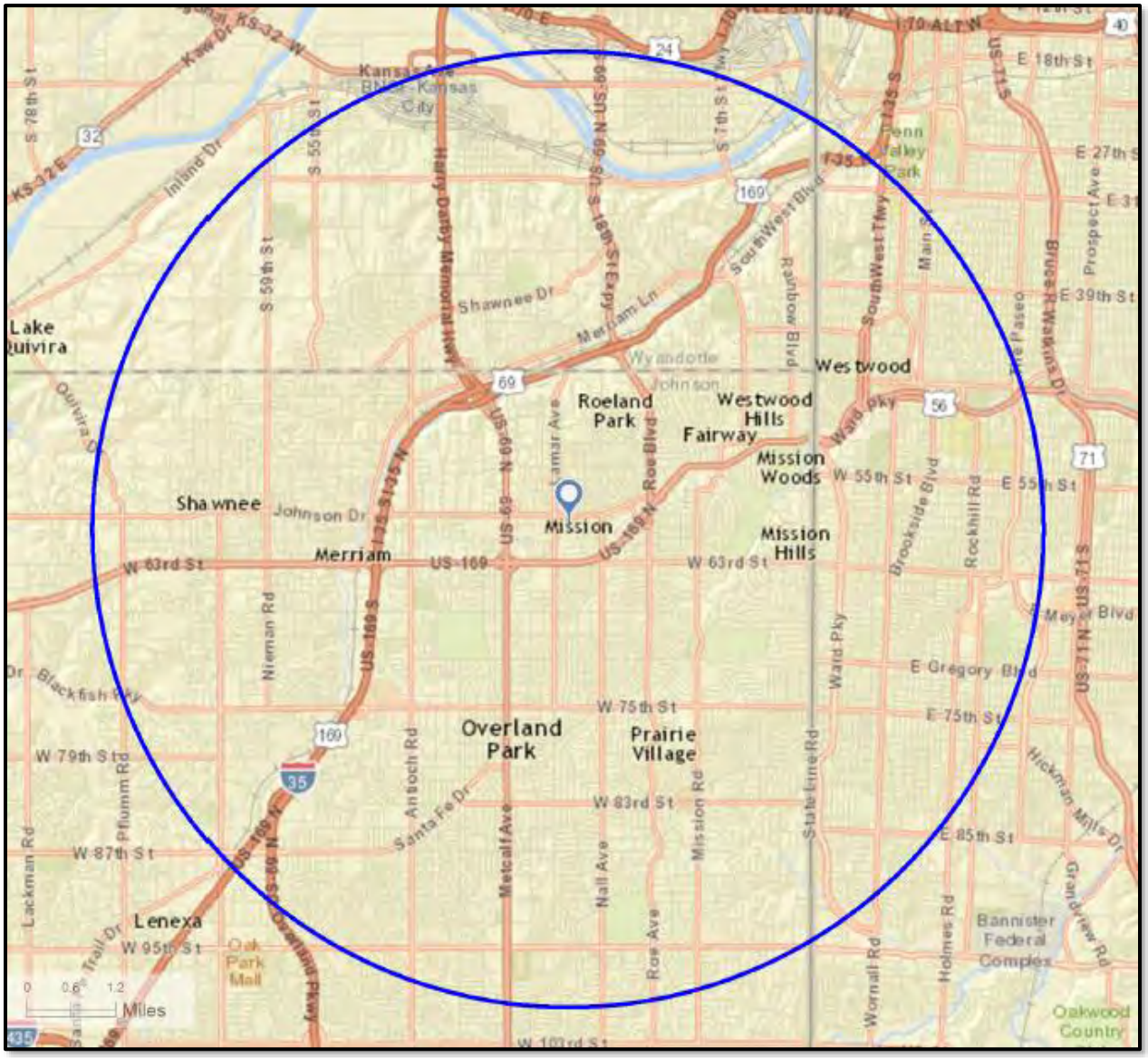
**Chart G – City of Mission Non-White Population by Race**



**Map E – Secondary Service Area Map:**



**Map F – Secondary Service Area Map:**



**Population Distribution by Age:** Utilizing census information for the Secondary Service Area, the following comparisons are possible.

**Table I – 2014 Secondary Service Area Age Distribution**
(ESRI estimates)

| Ages | Population | % of Total | Nat. Population | Mission Population | Difference |
|---|---|---|---|---|---|
| -5 | 15,868 | 6.0% | 6.3% | 5.2% | -0.3% |
| 5-17 | 37,661 | 14.4% | 16.6% | 11.0% | -2.2% |
| 18-24 | 23,262 | 9.1% | 10.1% | 8.7% | -1.0% |
| 25-44 | 78,649 | 30.5% | 26.1% | 36.9% | +4.4% |
| 45-54 | 32,168 | 12.5% | 13.4% | 11.7% | -0.9% |
| 55-64 | 32,939 | 12.7% | 12.8% | 11.9% | -0.1% |
| 65-74 | 21,161 | 8.1% | 8.6% | 7.8% | -0.5% |
| 75+ | 16,638 | 6.4% | 6.2% | 6.7% | +0.2% |

**Population:** 2015 census estimates in the different age groups in the Secondary Service Area.

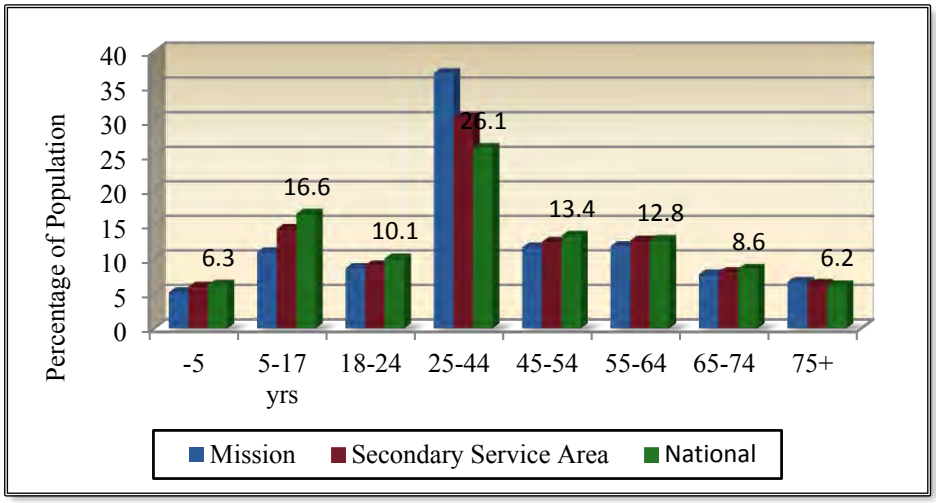
**Secondary % of Total:** Percentage of the Secondary Service Area/population in the age group.

**National Population:** Percentage of the national population in the age group.

**Mission Population:** Percentage of the City of Mission/population in the age group.

**Difference:** Percentage difference between the Secondary Service Area population and the national population.

**Chart E – 2015 Secondary Service Area Age Group Distribution**



The demographic makeup of the Secondary Service Area, when compared to the characteristics of the national population, indicates that there are some differences with an equal or larger population in the 25-44 and 75+ age groups and a smaller population in the -5, 5-17, 18-24, 45-54, 55-64 and 65-74 age groups. The largest positive variance is in the 25-44 age group with +4.4%, while the greatest negative variance is in the 5-17 age group with -2.2%.

The median age for the City and the Secondary Service Area is lower than the State of Kansas and the National number. This would point to younger families, who are often primary users of indoor and outdoor parks and recreation facilities and programs. However, there is still the presence of retirees and baby boomers in Mission. Those older populations are staying active longer.

**Population Distribution Comparison by Age:** Utilizing census information from the Secondary Service Area, the following comparisons are possible.

**Table J – 2015 Secondary Service Area Age Distribution**
(U.S. Census Information and ESRI)

| Ages | 2010 Census | 2015 Projection | 2020 Projection | Percent Change | Percent Change Nat'l |
|---|---|---|---|---|---|
| -5 | 16,920 | 15,868 | 16,079 | -5.0% | +0.3% |
| 5-17 | 36,126 | 37,661 | 39,189 | +8.5% | -0.7% |
| 18-24 | 23,728 | 23,262 | 23,305 | -1.8% | -1.7% |
| 25-44 | 79,101 | 78,649 | 79,102 | +0.001% | +7.1% |
| 45-54 | 35,397 | 32,168 | 30,851 | -12.8% | -9.7% |
| 55-64 | 30,621 | 32,939 | 32,949 | +7.3% | +17.4% |
| 65-74 | 16,439 | 21,161 | 25,648 | +56.0% | +50.1% |
| 75+ | 16,444 | 16,638 | 18,374 | +11.7% | +22.0% |

**Chart F – Secondary Service Area Population Growth**

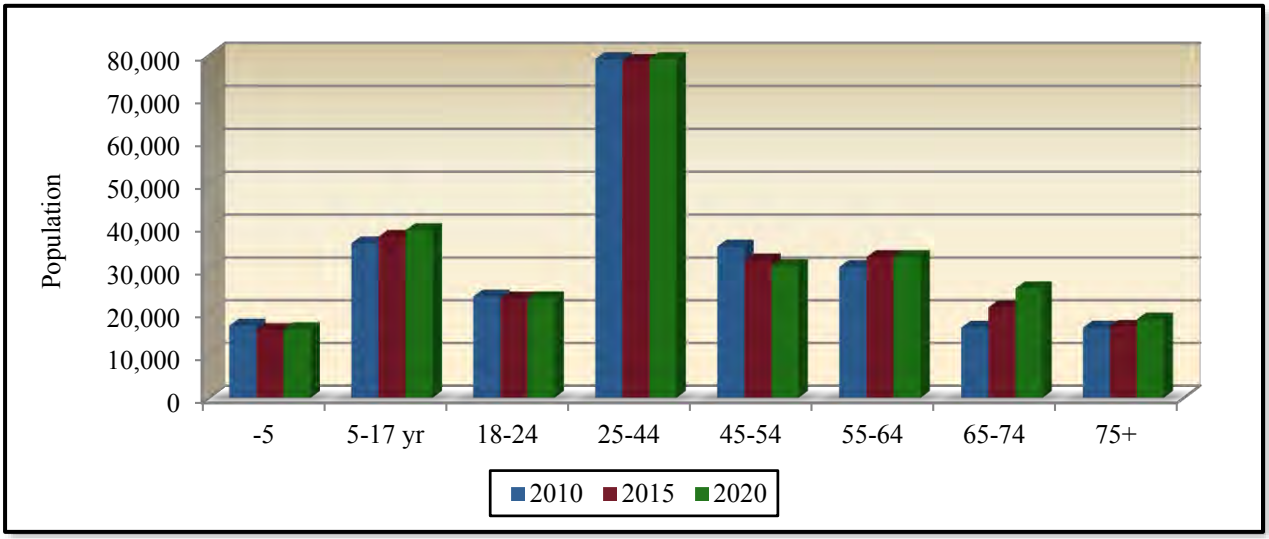



Table-J, illustrates the growth or decline in age group numbers from the 2010 census until the year 2020. It is projected that all of the age categories will see an increase in population, except for the categories of -5, 18-24 and 45-54. It must be remembered that the population of the United States as a whole is aging and it is not unusual to find negative growth numbers in the younger age groups and significant net gains in the 45 plus age groupings in communities which are relatively stable in their population numbers.

Below is listed the distribution of the population by race and ethnicity for the Secondary Service Area for 2015 population projections. Those numbers were developed from 2010 Census Data.

**Table K – Secondary Service Area Ethnic Population and Median Age 2015**
(Source – U.S. Census Bureau and ESRI)

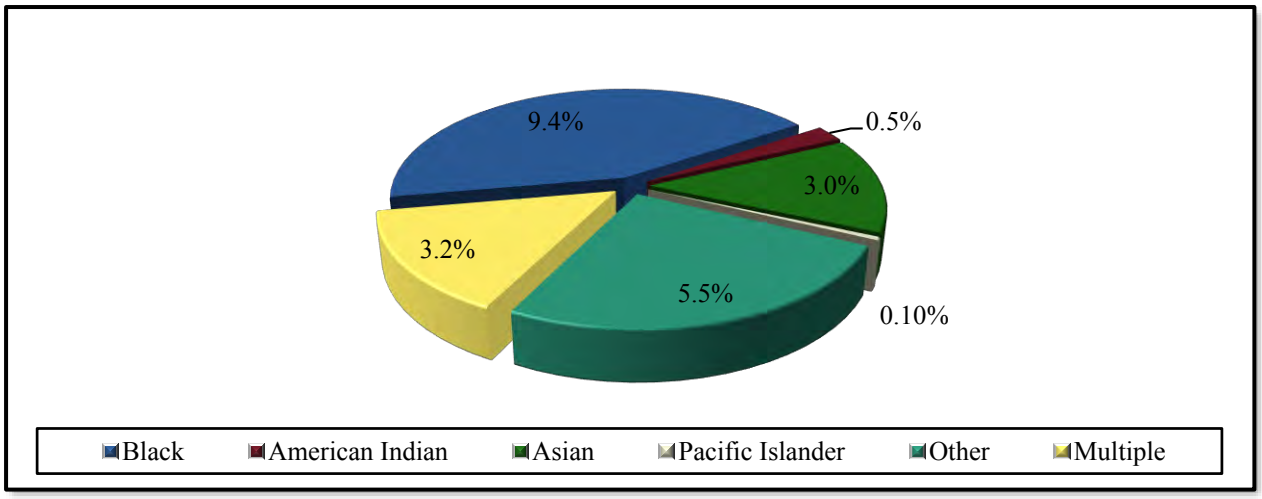
| Ethnicity | Total Population | Median Age | % of Population | % of KS Population |
|---|---|---|---|---|
| Hispanic | 33,991 | 27.4 | 13.2% | 11.7% |

**Table L – Secondary Service Area Population by Race and Median Age 2015**
(Source – U.S. Census Bureau and ESRI)

| Race | Total Population | Median Age | % of Population | % of KS Population |
|---|---|---|---|---|
| White | 202,321 | 40.1 | 78.3% | 82.5% |
| Black | 24,372 | 32.9 | 9.4% | 6.1% |
| American Indian | 1,317 | 34.1 | 0.5% | 1.0% |
| Asian | 7,768 | 31.8 | 3.0% | 2.7% |
| Pacific Islander | 178 | 32.5 | 0.1% | 0.1% |
| Other | 14,130 | 27.3 | 5.5% | 4.3% |
| Multiple | 8,264 | 19.4 | 3.2% | 3.3% |

2015 Secondary Service Area Total Population: 258,351 Residents

**Chart G – Secondary Service Area Non-White Population by Race**



**Tapestry Segmentation**

Tapestry segmentation represents the 4th generation of market segmentation systems that began more than 30 years ago. The 65-segment system classifies U.S. neighborhoods based on their socioeconomic and demographic compositions. While the demographic landscape of the U.S. has changed significantly since the 2000 Census, the tapestry segmentation has remained stable as neighborhoods have evolved.

The value of including this information for the City of Mission is that it allows the organization to better understand the consumers/constituents in their service areas in order to supply them with the right products and services.

The tapestry segmentation system classifies U.S. neighborhoods into 65 distinctive market segments. Neighborhoods are sorted by more than 60 attributes including; income, employment, home value, housing types, education, household composition, age and other key determinates of consumer behavior.

The following pages contain the top 5 tapestry segments for both the primary and secondary service areas along with; percent of population, cumulative percent, median age, median household income and brief descriptions. The top 5 segments by service area are:

| Primary Service Area | |
|---|---|
| In Style (5B) | 27.5% |
| Young & Restless (11B) | 19.6% |
| Metro Renters (3B) | 18.0% |
| Emerald City (8B) | 13.9% |
| Old & Newcomers (8F) | 13.2% |

| Secondary Service Area | |
|---|---|
| Emerald City (8B) | 15.3% |
| In Style (5B) | 12.7% |
| Young & Restless (11B) | 9.9% |
| Old & Newcomers (8F) | 6.7% |
| Metro Renters (3B) | 5.5% |

**Table M – Primary Service Area Tapestry Segment Comparison**
(ESRI estimates)

| | Primary Service Area | | *Demographics* | |
|---|---|---|---|---|
| | Percent | Cumulative Percent | Median Age | Median HH Income |
| In Style (5B) | 27.5% | 27.5% | 41.1 | $66,000 |
| Young & Restless (11B) | 19.6% | 47.1% | 29.4 | $36,000 |
| Metro Renters (3B) | 18.0% | 65.1% | 31.8 | $52,000 |
| Emerald City (8B) | 13.9% | 79.0% | 36.6 | $52,000 |
| Old & Newcomers (8F) | 13.2% | 92.2% | 38.5 | $39,000 |

**In Style (5B) –** These residents embrace an urban lifestyle that includes support of the arts, travel and extensive reading. Professional couples or single households without children, they have the time to focus on their homes and their interests. The population is slightly older and already planning for retirement. This population is less diverse in comparison to the U.S. as a whole.

**Young & Restless (11B) –** Well-educated, young workers are employed in professional/technical occupations, as well as sales and office/administrative support roles. These residents are not established yet. Almost 1 in 5 move each year, with close to half being under the age of 35. The majority live alone or in shared, nonfamily dwellings. This segment has a significant national representation of Hispanic (22.0%) and Black (23.2%) population.

**Metro Renters (3B) –** Residents in this highly mobile and educated market live alone or with a roommate in older apartment buildings and condos located in the urban core of the city. Their income level is close to the U.S. average. These residents live close to their jobs and usually walk or take a taxi to get around the city.

**Emerald City (8B) –** These residents live in lower-density neighborhoods of urban areas throughout the country. Young and mobile, they are more likely to rent. One-half of the residents have a college degree and are employed in a professional occupation. This group is highly connected, using the Internet for entertainment and purchases. Long hours on the Internet are balanced with time at the gym.

**Old & Newcomers (8F) –** This market features singles' lifestyles, on a budget. The focus is more on convenience than consumerism, economy over acquisition. These neighborhoods are in transition, populated by renters who are just beginning their careers or retiring. Age is not always obvious from their choices.

**Table N – Secondary Service Area Tapestry Segment Comparison**
(ESRI estimates)

| | Primary Service Area | | *Demographics* | |
|---|---|---|---|---|
| | Percent | Cumulative Percent | Median Age | Median HH Income |
| Emerald City (8B) | 15.3% | 15.3% | 36.6 | $52,000 |
| In Style (5B) | 12.7% | 28.0% | 41.1 | $66,000 |
| Young & Restless (11B) | 9.9% | 37.9% | 29.4 | $36,000 |
| Old & Newcomers (8F) | 6.7% | 44.6% | 38.5 | $39,000 |
| Metro Renters (3B) | 5.5% | 50.1% | 31.8 | $52,000 |

**Emerald City (8B) –** These residents live in lower-density neighborhoods of urban areas throughout the country. Young and mobile they are more likely to rent, half of the residents have a college degree and a professional occupation. This group is highly connected, using the Internet for entertainment and purchases. Long hours on the Internet are balanced with time at the gym.

**In Style (5B) –** These residents embrace an urban lifestyle that includes support of the arts, travel and extensive reading. Professional couples or single households without children, they have the time to focus on their homes and their interests. The population is slightly older and already planning for retirement. This population is less diverse in comparison to the U.S. as a whole.

**Young & Restless (11B) –** Well-educated, young workers are employed in professional/technical occupations, as well as sales and office/administrative support roles. These residents are not established yet. Almost 1 in 5 move each year, with close to half being under the age of 35. The majority live alone or in shared, nonfamily dwellings. This segment has a significant Hispanic (22.0%) and Black (23.2%) population.

**Old & Newcomers (8F) –** This market features singles' lifestyles, on a budget. The focus is more n convenience than consumerism, economy over acquisition. These neighborhoods are in transition, populated by renters who are just beginning their careers or renting. Age is not always obvious from their choices.

**Metro Renters (3B) –** Residents in this highly mobile and educated market live alone or with a roommate in older apartment buildings and condos located in the urban core of the city. Their income level is close to the US average. These residents live close to their jobs and usually walk or take a taxi to get around the city.

**Sports Participation Numbers:**

In addition to analyzing the demographic realities of the service areas, it is possible to project possible participation in recreation and sport activities.

**Community Recreation Related Activities Participation:** These activities are typical of what could take place in a parks and recreation system such as the City of Mission.

**Table O – Recreation Activity Participation Rates for the Primary Service Area**

| Indoor Activities | Age | Income | Region | Nation | Average |
|---|---|---|---|---|---|
| Aerobics | 17.9% | 14.9% | 16.0% | 15.3% | 16.0% |
| Exercise w/ Equipment | 20.3% | 17.8% | 22.8% | 18.4% | 19.8% |
| Gymnastics | 1.4% | 2.0% | 2.0% | 1.8% | 1.8% |
| Hockey (ice) | 1.1% | 1.5% | 1.1% | 1.2% | 1.2% |
| Volleyball | 3.3% | 3.4% | 4.2% | 3.5% | 3.6% |
| Weight Lifting | 12.2% | 9.9% | 13.6% | 10.9% | 11.6% |
| Workout @ Clubs | 13.3% | 10.6% | 11.9% | 11.8% | 11.9% |
| Wrestling | 0.9% | 0.7% | 1.4% | 1.1% | 1.0% |
| Yoga | 10.3% | 9.3% | 8.9% | 9.0% | 9.4% |

| Outdoor Activities | Age | Income | Region | Nation | Average |
|---|---|---|---|---|---|
| Baseball | 3.7% | 3.9% | 6.1% | 4.1% | 4.5% |
| Camping | 14.8% | 15.1% | 19.3% | 13.6% | 15.7% |
| Football (tackle) | 1.8% | 2.6% | 2.6% | 2.6% | 2.4% |
| Golf | 6.9% | 6.6% | 9.8% | 6.6% | 7.5% |
| Hiking | 1.3% | 14.8% | 14.9% | 13.7% | 11.2% |
| Kayaking | 2.9% | 3.2% | 2.2% | 2.8% | 2.8% |
| Lacrosse | 0.2% | 1.1% | 0.6% | 1.0% | 0.7% |
| Mtn-Biking (off-road) | 11.1% | 1.7% | 1.8% | 1.8% | 4.1% |
| Skateboarding | 1.3% | 2.0% | 1.7% | 1.7% | 1.7% |
| Soccer | 3.7% | 5.5% | 4.9% | 4.5% | 4.6% |
| Softball | 3.7% | 3.7% | 4.3% | 3.5% | 3.8% |
| Tennis | 4.7% | 5.3% | 3.8% | 4.4% | 4.5% |

| In / Outdoor Activities | Age | Income | Region | Nation | Average |
|---|---|---|---|---|---|
| Basketball | 8.3% | 8.6% | 10.8% | 8.9% | 9.2% |
| Bicycle Riding | 12.4% | 12.3% | 13.7% | 12.4% | 12.7% |
| Cheerleading | 0.9% | 1.4% | 1.8% | 1.2% | 1.3% |
| Exercise Walking | 35.1% | 33.2% | 36.6% | 33.4% | 34.6% |
| Running/Jogging | 16.6% | 14.5% | 16.9% | 14.6% | 15.6% |
| Swimming | 15.8% | 17.0% | 16.6% | 15.8% | 16.3% |

| | Age | Income | Region | Nation | Average |
|---|---|---|---|---|---|
| Did Not Participate | 21.6% | 21.6% | 19.3% | 21.8% | 21.1% |

**Age:** Participation based on individuals ages 7 & Up of the Primary Service Area.

**Income:** Participation based on the 2013 estimated median household income in the Primary Service Area.

**Region:** Participation based on regional statistics (West North Central).

**National:** Participation based on national statistics.

**Average:** Average of the four columns.

**Participation Numbers:** On an annual basis, the National Sporting Goods Association (NSGA) conducts an in-depth study and survey of how Americans spend their leisure time. This information provides the data necessary to overlay rate of participation onto the Primary Service Area to determine market potential.

The national average is combined with participation percentages of the City of Mission based upon age distribution, median income, region and National number. Those four percentages are then averaged together to create a unique participation percentage for the service area. This participation percentage, when applied to the population of the City of Mission then provides an idea of the market potential for various activities. Based on these numbers, a comparison to membership numbers and activity participation versus current Mission capture can be made. In addition, a high community participation rate may be useful in guiding new program or amenity choices or discouraging expansion in various market programs and infrastructure development.

The activity information is not geared specifically towards the Sylvester Powell, Jr. Community Center or the Mission Family Aquatic Center, but provides that information as a function of the master plan process.

**Anticipated Participation Numbers by Activity:** Utilizing the average percentage from Table-O above plus the 2010 census information and census estimates for 2015 and 2020 (over age 7) the following comparisons can be made.

**Table P – Participation Rates Primary Service Area**

| Indoor Activity | Average | 2010 Part. | 2015 Part. | 2020 Part. | Difference |
|---|---|---|---|---|---|
| Aerobics | 16.0% | 2,087 | 2,066 | 2,052 | -34 |
| Exercise w/ Equipment | 19.8% | 2,583 | 2,557 | 2,540 | -43 |
| Gymnastics | 1.8% | 234 | 232 | 231 | -4 |
| Hockey (ice) | 1.2% | 160 | 158 | 157 | -3 |
| Volleyball | 3.6% | 468 | 464 | 461 | -8 |
| Weight Lifting | 11.6% | 1,517 | 1,502 | 1,492 | -25 |
| Workout @ Clubs | 11.9% | 1,549 | 1,534 | 1,524 | -26 |
| Wrestling | 1.0% | 132 | 131 | 130 | -2 |
| Yoga | 9.4% | 1,221 | 1,209 | 1,201 | -20 |

| Outdoor Activity | Average | 2010 Part. | 2015 Part. | 2020 Part. | Difference |
|---|---|---|---|---|---|
| Baseball | 4.5% | 581 | 575 | 572 | -10 |
| Camping | 15.7% | 2,045 | 2,025 | 2,011 | -34 |
| Football (tackle) | 2.4% | 312 | 309 | 307 | -5 |
| Golf | 7.5% | 973 | 964 | 957 | -16 |
| Hiking | 11.2% | 1,456 | 1,441 | 1,431 | -24 |
| Kayaking | 2.8% | 363 | 360 | 357 | -6 |
| Lacrosse | 0.7% | 93 | 92 | 91 | -2 |
| Mtn-Biking (off-road) | 4.1% | 536 | 530 | 527 | -9 |
| Skateboarding | 1.7% | 217 | 215 | 214 | -4 |
| Soccer | 4.6% | 606 | 600 | 596 | -10 |
| Softball | 3.8% | 495 | 490 | 487 | -8 |
| Tennis | 4.5% | 592 | 586 | 583 | -10 |

| In / Outdoor Activities | Average | 2010 Part. | 2015 Part. | 2020 Part. | Difference |
|---|---|---|---|---|---|
| Basketball | 9.2% | 1,193 | 1,181 | 1,174 | -20 |
| Bicycle Riding | 12.7% | 1,655 | 1,639 | 1,628 | -27 |
| Cheerleading | 1.3% | 172 | 170 | 169 | -3 |
| Exercise Walking | 34.6% | 4,504 | 4,459 | 4,430 | -74 |
| Running/Jogging | 15.6% | 2,039 | 2,018 | 2,005 | -34 |
| Swimming | 16.3% | 2,125 | 2,104 | 2,090 | -35 |

| | Average | 2010 Part. | 2015 Part. | 2020 Part. | Difference |
|---|---|---|---|---|---|
| Did Not Participate | 21.1% | 2,745 | 2,717 | 2,700 | -45 |

**Note:** The estimated participation numbers indicated above are for activities consistent with a parks and recreation system. For some activities such as swimming and other activities that take place in the community center, the City could compare current level of resident participation to those numbers. It should also be noted that the "Did Not Participate" statistics refer to all 51 activities outlined in the NSGA 2013 Survey Instrument.

In addition to developing a unique participation percentage for the Primary Service Area, the frequency of participation in swimming according to the 2013 NSGA Survey was also examined. The chart below outlines that data.

**Table Q – Participation Frequency Swimming**

| | Frequent | Occasional | Infrequent |
|---|---|---|---|
| Swimming Frequency | 110+ | 25-109 | 6-24 |
| Swimming Percentage of Population | 6.4% | 45.0% | 48.6% |

In the chart above one can look at each activity and how it is defined with respect to visits being Frequent, Occasional or Infrequent and then the percentage of population that participates.

**Table R – Participation Numbers**

| | Frequent | Occasional | Infrequent | Total |
|---|---|---|---|---|
| Swimming | 112 | 67 | 15 | |
| Population | 135 | 947 | 1,023 | |
| **Visits** | **15,120** | **63,449** | **15,345** | **93,914** |

The table above takes the frequency information one step further and identifies the number of times an individual may participate in the activity, applies the percentage from Table-Q to the 2015 swimming population in Table-P and then gives a total number of aquatic facility visits. Those visits are not specific to one facility, but rather specific to the City of Mission population.

By comparison the following daily admission numbers and membership numbers have been provided for the Mission Family Aquatic Center:

| | 2014 | 2015 |
|---|---|---|
| Daily Admission Resident | 3,234 | 3,662 |
| Membership (50%) | 3,294 | 2,427 |
| **Total** | **6,528** | **6,089** |

The table above assumes that the daily admission resident rates were paid over the course of the summer and that 50% of the memberships sold for the Mission Family Aquatic Center were sold to residents. The total is the result of adding the daily admission residents plus the memberships together. Using those totals and dividing by the number of swimmer days in Table-R it could be said that 6.5% of the swimmer days in Table-R were captured by the Mission Family Aquatic Center. A typical operations plan for outdoor aquatic facilities have admission rates which fluctuate between 5-10%.

**Participation by Ethnicity and Race:** Participation in sports activities is also tracked by ethnicity and race. The table below compares the overall rate of participation nationally with the rate for Hispanics and African Americans. Utilizing information provided by the National Sporting Goods Association's 2013 survey, the following comparisons are possible.

**Table S – Comparison of National, African American and Hispanic Participation Rates**

| Indoor Activity | Primary Service Area | National Participation | African American Participation | Hispanic Participation |
|---|---|---|---|---|
| Aerobics | 16.0% | 15.7% | 15.6% | 12.2% |
| Exercise w/ Equipment | 19.8% | 18.4% | 14.7% | 15.5% |
| Gymnastics | 1.8% | 2.0% | 1.3% | 3.3% |
| Hockey (ice) | 1.2% | 1.0% | 0.6% | 1.4% |
| Volleyball | 3.6% | 3.6% | 3.2% | 5.0% |
| Weight Lifting | 11.6% | 10.9% | 10.1% | 9.2% |
| Workout @ Clubs | 11.9% | 12.3% | 8.2% | 9.7% |
| Wrestling | 1.0% | 1.0% | 1.8% | 2.3% |
| Yoga | 9.4% | 8.0% | 7.8% | 7.3% |

| Outdoor Activity | Primary Service Area | National Participation | African American Participation | Hispanic Participation |
|---|---|---|---|---|
| Baseball | 4.5% | 4.2% | 2.9% | 4.9% |
| Camping | 15.7% | 13.6% | 4.3% | 8.1% |
| Football (tackle) | 2.4% | 2.8% | 6.5% | 3.7% |
| Golf | 7.5% | 6.6% | 2.6% | 3.8% |
| Hiking | 11.2% | 14.8% | 2.5% | 9.8% |
| Kayaking | 2.8% | 2.8% | 1.2% | 2.4% |
| Lacrosse | 0.7% | 1.0% | 1.1% | 1.7% |
| Mtn-Biking (off-road) | 4.1% | 1.9% | 0.7% | 2.2% |
| Skateboarding | 1.7% | 1.9% | 1.6% | 1.9% |
| Soccer | 4.6% | 4.8% | 2.4% | 7.6% |
| Softball | 3.8% | 3.7% | 3.0% | 4.0% |
| Tennis | 4.5% | 4.8% | 2.6% | 4.4% |

| In / Outdoor Activities | Primary Service Area | National Participation | African American Participation | Hispanic Participation |
|---|---|---|---|---|
| Basketball | 9.2% | 9.0% | 13.2% | 11.6% |
| Bicycle Riding | 12.7% | 13.8% | 8.0% | 11.3% |
| Cheerleading | 1.3% | 1.2% | 1.4% | 2.3% |
| Exercise Walking | 34.6% | 35.8% | 28.7% | 28.1% |
| Running/Jogging | 15.6% | 14.0% | 15.2% | 15.3% |
| Swimming | 16.3% | 17.0% | 5.8% | 10.9% |

**Primary Service Part:** The unique participation percentage developed for the Primary Service Area.

**National Rate:** The national percentage of individuals who participate in the given activity.

**African American Rate:** The percentage of African Americans who participate in the given activity.

**Hispanic Rate:** The percentage of Hispanics who participate in the given activity.

Based upon the fact that there is not a significant (greater than 10%) Black or Hispanic population in either the City of Mission and the Secondary Service Area, the information contained in Table-S becomes less important. It is important to note that the demographics for the City of Mission, Secondary Service Area, and Johnson County as a whole are shifting. While these numbers are not significant at this point they will begin to impact participation levels for various activities, as will other races.

**Summary of Sports Participation:** The following chart summarizes participation in both indoor and outdoor activities utilizing information from the 2013 National Sporting Goods Association survey.

**Table T – Sports Participation Summary**

| Sport | Nat'l Rank[6] | Nat'l Participation (in millions) | Primary Service Area Rank | Primary Service Area Percentage Part. |
|---|---|---|---|---|
| Exercise Walking | 1 | 96.3 | 1 | 34.6% |
| Exercising w/ Equipment | 2 | 53.1 | 2 | 19.8% |
| Swimming | 3 | 45.5 | 3 | 16.3% |
| Aerobic Exercising | 5 | 44.1 | 4 | 16.0% |
| Camping | 6 | 39.3 | 5 | 15.7% |
| Running/Jogging | 7 | 42.0 | 6 | 15.6% |
| Bicycle Riding | 8 | 35.6 | 7 | 12.7% |
| Workout @ Club | 10 | 34.1 | 8 | 11.9% |
| Weightlifting | 11 | 31.2 | 9 | 11.6% |
| Yoga | 13 | 25.9 | 10 | 9.4% |
| Basketball | 14 | 25.5 | 11 | 9.2% |
| Golf | 17 | 18.9 | 12 | 7.5% |
| Soccer | 20 | 12.9 | 13 | 4.6% |
| Tennis | 21 | 12.6 | 14 | 4.5% |
| Baseball | 23 | 11.7 | 14 | 4.5% |
| Volleyball | 24 | 10.1 | 18 | 3.6% |
| Softball | 25 | 10.0 | 17 | 3.8% |
| Kayaking | 31 | 8.1 | 19 | 2.8% |
| Football (tackle) | 32 | 7.5 | 20 | 2.4% |
| Mtn Biking (off road) | 38 | 5.2 | 16 | 4.1% |
| Gymnastics | 39 | 5.1 | 21 | 1.8% |
| Skateboarding | 40 | 5.0 | 22 | 1.7% |
| Cheerleading | 45 | 3.5 | 23 | 1.3% |
| Hockey (ice) | 46 | 3.4 | 24 | 1.2% |
| Wrestling | 48 | 3.1 | 25 | 1.0% |
| Lacrosse | 49 | 2.8 | 26 | 0.7% |

**Nat'l Rank:** Popularity of sport based on national survey.
**Nat'l Participation:** Percent of population that participate in this sport on national survey.
**Primary Service Rank:** The rank of the activity within the Primary Service Area.
**Primary Service %:** Ranking of activities based upon average from Table-O.

[6] This rank is based upon the 51 activities reported on by NSGA in their 2013 survey instrument.

Below are listed sports activities that would often take place either in an indoor community recreation facility, aquatic facility, or in close proximity to, and the percentage of growth or decline that each has experienced nationally over the last 10 years (2004-2013).

**Table U – National Activity Trend (in millions)**

| Indoor Activities | 2004 Participation | 2013 Participation | Percent Change |
|---|---|---|---|
| Yoga[7] | 6.3 | 25.9 | +311.1% |
| Wrestling[8] | 1.3 | 3.1 | +138.5% |
| Aerobic Exercising | 29.5 | 44.1 | +49.5% |
| Hockey (ice) | 2.4 | 3.5 | +45.8% |
| Gymnastics | 3.9 | 5.1 | +30.8% |
| Weight Lifting | 26.2 | 31.3 | +19.5% |
| Workout @ Club | 31.8 | 34.1 | +7.2% |
| Exercising w/ Equipment | 52.2 | 53.1 | +1.7% |
| Volleyball | 10.8 | 10.1 | -6.5% |

| Outdoor Activities | 2004 Participation | 2013 Participation | Percent Change |
|---|---|---|---|
| Lacrosse | 1.2 | 2.8 | +138.5% |
| Hiking | 28.3 | 39.4 | +39.2% |
| Kayaking | 5.9 | 8.1 | +37.3% |
| Tennis | 9.6 | 12.6 | +31.3% |
| Soccer | 13.3 | 12.8 | -3.8% |
| Football (tackle) | 8.2 | 7.5 | -8.5% |
| Softball | 12.5 | 10.0 | -20.0% |
| Golf | 24.5 | 18.9 | -22.9% |
| Baseball | 15.9 | 11.7 | -26.4% |
| Camping (Vaca/Overnight) | 55.3 | 39.3 | -28.9% |
| Mountain Biking | 8.0 | 5.2 | -35.0% |
| Skateboarding | 10.3 | 5.0 | -51.5% |

[7] Since 2007 growth rate.
[8] Since 2007 growth rate.

| Indoor/Outdoor | 2004 Participation | 2013 Participation | Percent Change |
|---|---|---|---|
| Running/Jogging | 24.7 | 42.0 | +70.0% |
| Exercise Walking | 84.7 | 96.3 | +13.7% |
| Basketball | 27.8 | 25.5 | -8.3% |
| Bicycle Riding | 40.3 | 35.6 | -11.7% |
| Cheerleading | 4.1 | 3.5 | -14.6% |
| Swimming | 53.4 | 45.5 | -14.8% |

**2013 Participation:** The number of participants per year in the activity (in millions) in the United States.

**2004 Participation:** The number of participants per year in the activity (in millions) in the United States.

**Percent Change:** The percent change in the level of participation from 2004 to 2013.

For the past 10+ years, Exercise Walking, Exercise w/ Equipment, and Swimming have been in the top 3-4 activities. This trend will likely continue, due to the fact that these activities touch all age groups. It is also possible that as the economy continues a slow recovery, participation in most activities may see an increase in the next 3-5 years.

**Non-Sport Participation Statistics:** It is recognized that the parks and recreation facility inventory in Mission is geared towards more active pursuits. However, it is important to note that inclusion of non-sport activities is important to provide a community a well-rounded experience. Participation in a wide variety of passive activities and cultural pursuits is common and essential to successful programs. This information is useful in determining some of the program participation and revenue in the operations section of the report.

While there is not as much information available for participation in non-sport activities as compared to sport activities, there are statistics that can be utilized to help determine the market for cultural arts activities and events.

> There are many ways to measure a nation's cultural vitality. One way is to chart the public's involvement with arts events and other activities over time. The NEA's Survey of Public Participation in the Arts remains the largest periodic study of arts participation in the United States, and it is conducted in partnership with the U.S. Census Bureau. The large number of survey respondents – similar in make-up to the total U.S. adult population – permits a statistical snapshot of American's engagement with the arts by frequency and activity type. The survey has taken place five times since 1982, allowing researchers to compare the trends not only for the total adult population, but also for demographic subgroups.[9]

The participation numbers for these activities are national numbers.

[9] National Endowment for the Arts, *Arts Participation 2008 Highlights from a National Survey.*

**Table V – Percentage of U.S. Adult Population Attending Arts Performances: 1982-2008**

| | | | | | Rate of Change | |
|---|---|---|---|---|---|---|
| | 1982 | 1992 | 2002 | 2008 | 2002-2008 | 1982-2008 |
| Jazz | 9.6% | 10.6% | 10.8% | 7.8% | -28% | -19% |
| Classical Music | 13.0% | 12.5% | 11.6% | 9.3% | -20% | -29% |
| Opera | 3.0% | 3.3% | 3.2% | 2.1% | -34% | -30% |
| Musical Plays | 18.6% | 17.4% | 17.1% | 16.7% | -2% | -10% |
| Non-Musical Plays | 11.9% | 13.5% | 12.3% | 9.4% | -24% | -21% |
| Ballet | 4.2% | 4.7% | 3.9% | 2.9% | -26% | -31% |

The data suggests that smaller percentages of adults attended performing arts events than in previous years.

- Opera and jazz participation significantly decreased for the first time, with attendance rates falling below what they were in 1982.
- Classical music attendance continued to decline – at a 29% rate since 1982 – with the steepest drop occurring from 2002 to 2008
- Only musical plays saw no statistically significant change in attendance since 2002.

**Table W – Percentage of U.S. Adult Population Attending Art Museums, Parks and Festivals: 1982-2008**

| | | | | | Rate of Change | |
|---|---|---|---|---|---|---|
| | 1982 | 1992 | 2002 | 2008 | 2002-2008 | 1982-2008 |
| Art Museums/Galleries | 22.1% | 26.7% | 26.5% | 22.7% | -14% | +3% |
| Parks/Historical Buildings | 37.0% | 34.5% | 31.6% | 24.9% | -21% | -33% |
| Craft/Visual Arts Festivals | 39.0% | 40.7% | 33.4% | 24.5% | -27% | -37% |

Attendance for the most popular types of arts events – such as museums and craft fairs – also declined nationwide.

- After topping 26% in 1992 and 2002, the art museum attendance rate slipped to 23 percent in 2008 – comparable to the 1982 level.
- The proportion of U.S. adults touring parks or historical buildings has diminished by one-third since 1982.

**Table X – Median Age of Arts Attendees: 1982-2008**

| | | | | | Rate of Change | |
|---|---|---|---|---|---|---|
| | **1982** | **1992** | **2002** | **2008** | **2002-2008** | **1982-2008** |
| U.S. Adults, Average | 39 | 41 | 43 | 45 | +2 | +6 |
| Jazz | 29 | 37 | 43 | 46 | +4 | +17 |
| Classical Music | 40 | 44 | 47 | 49 | +2 | +9 |
| Opera | 43 | 44 | 47 | 48 | +1 | +5 |
| Musicals | 39 | 42 | 44 | 45 | +1 | +6 |
| Non-Musical Plays | 39 | 42 | 44 | 47 | +3 | +8 |
| Ballet | 37 | 40 | 44 | 46 | +2 | +9 |
| Art Museums | 36 | 39 | 44 | 43 | -1 | +7 |

Long-term trends suggest fundamental shifts in the relationship between age and arts attendance.

- Performing arts attendees are increasingly older than the average U.S. adult.
- Jazz concert-goers are no longer the youngest group of arts participants.
- Since 1982, young adult (18-24-year-old) attendance rates have declined significantly for jazz, classical music, ballet, and non-musical plays.
- From 2002 to 2008, however, 45-54 year olds – historically a large component of arts audiences – showed the steepest declines in attendance for most arts events.

**Table Y – Percentage of U.S. Adult Population Performing or Creating Art: 1992-2008**

| | | | | Rate of Change | |
|---|---|---|---|---|---|
| | **1992** | **2002** | **2008** | **2002-2008** | **1982-2008** |
| Performing: | | | | | |
| Jazz | 1.7% | 1.3% | 1.3% | +0.0% | -0.4% |
| Classical Music | 4.2% | 1.8% | 3.0% | +1.2% | -1.2% |
| Opera | 1.1% | 0.7% | 0.4% | -0.3% | -0.7% |
| Choir/Chorus | 6.3% | 4.8% | 5.2% | +0.4% | -1.1% |
| Musical Plays | 3.8% | 2.4% | 0.9% | -1.5% | -2.9% |
| Non-Musical Plays | 1.6% | 1.4% | 0.8% | -0.6% | -0.8% |
| Dance | 8.1% | 4.3% | 2.1% | -2.2% | -6.0% |
| Making: | | | | | |
| Painting/Drawing | 9.6% | 8.6% | 9.0% | +0.4% | -0.6% |
| Pottery/Ceramics | 8.4% | 6.9% | 6.0% | -0.9% | -2.4% |
| Weaving/Sewing* | 24.8% | 16.0% | 13.1% | -2.9% | -11.7% |
| Photography | 11.6% | 11.5% | 14.7% | +3.2% | +3.1% |
| Creative Writing | 7.4% | 7.0% | 6.9% | -0.1% | -0.5% |

* The National Endowment of the Arts does not differentiate between individual pursuit vs. class pursuit

Adults generally are creating or performing at lower rates – despite opportunities for displaying their work line.

- Only photography increased from 1992 to 2008 – reflecting, perhaps, greater access through digital media.
- The proportion of U.S. adults doing creative writing has hovered around 7.0 %.
- The rate of classical music performance slipped from 1992 to 2002, then grew over the next six years.
- The adult participation rate for weaving or sewing was almost twice as great in 1992 as in 2008. Yet this activity remains one of the most popular forms of art creation.

**Table Z – Percentage of U.S. Adult Population Viewing or Listening to Art Broadcasts or Recordings, 2008 (online media included)**

| | Percentage | Millions of Adults |
|---|---|---|
| Jazz | 14.2% | 31.9 |
| Classical Music | 17.8% | 40.0 |
| Latin or Salsa Music | 14.9% | 33.5 |
| Opera | 4.9% | 11.0 |
| Musical Plays | 7.9% | 17.8 |
| Non-Musical Plays | 6.8% | 15.3 |
| Dance | 8.0% | 18.0 |
| Programs about the visual arts | 15.0% | 33.7 |
| Programs about books/writers | 15.0% | 33.7 |

As in previous years, more Americans view or listen to broadcasts and recordings of arts events than attend them live.

- The sole exception is live theater, which still attracts more adults than broadcasts or recordings of plays or musicals (online media included).
- Classical music broadcasts or recordings attract the greatest number of adult listeners, followed by Latin or salsa music.
- 33.7 million Americans listened to or watched programs or recordings about books.

## Section A3 – Trends

The City of Mission continues to stay abreast of the trends in parks and recreation. This section outlines some specific market areas with regards to the Sylvester Powell, Jr. Community Center, the Mission Family Aquatic Center and the outdoor parks. Since these trends flux over time, it is important for the City of Mission to continue to invest in staff's participation in local, regional, and national education opportunities.

**Community Recreation Center:** Based on the demographic makeup of the service areas and the trends in indoor recreation amenities, there are specific market areas that the City of Mission will need to continue to address at the Sylvester Powell, Jr. Community Center. These include:

*General:*

1. **Drop-in recreation activities** - The availability for drop-in use by the general public is critical to the basic operation of any facility. This requires components that support drop-in use and the careful scheduling of programs and activities to ensure that they do not exclude the drop-in user. The sale of annual passes and daily admissions are a strong revenue source for facilities. As programming increases there should be a focused effort to maintain drop-in availability of spaces in the facility in order to maintain and increase pass sales and daily admissions.

2. **Instructional programming** - The other major component of a community center's operation is a full slate of programs in a variety of disciplines. The center should provide instruction for a broad based group of users. The primary emphasis should be on teaching basic skills with a secondary concern for specialized or advanced instruction.

3. **Special events** - There should be a market for special events including children's birthday parties, community organization functions, sports tournaments and other special activities. The development of this market will aid significantly in the generation of additional revenues and these events can often be planned before or after regular operating hours or during slow use times of the year. Care should be taken to ensure that special events do not adversely impact the everyday operations of the center.

4. **Community rentals** - Another aspect of a center's operation is providing space for rentals by civic groups or organizations as well as the general public. Gyms and multi-purpose rooms can be used as a large community gathering space and can host a variety of events from seminars, parties, receptions, arts and crafts sales and other events. It is important that a well-defined rental fee package is developed and the fee schedule followed closely. Rentals should not be done at the expense of drop-in use or programming in the center.

5. **Social welfare programs** – An emerging area for many centers is the use of space for social service activities and programs. Special population activities, teen and senior assistance programs, childcare and other similar uses are now common in many facilities.

*Specific market segments include:*

1. **Families** - Within most markets, an orientation towards family activities is essential. The ability to have family members of different ages participate in a variety of activities together or individually, is the challenge.

2. **Pre-school children** - The needs of pre-school age children need to be met with a variety of activities and programs designed for their use. From drop-in childcare to specialized pre-school classes, a number of such programs can be developed. Interactive programming involving parents and toddlers can also be beneficial. This market is usually active during the mid-morning time frame, providing an important clientele during an otherwise slow period of the day. For parents with small children who wish to participate in their own activities, babysitting services are often necessary during the morning and early evening time slots.

3. **School age youth** - Recreation programming has tended to concentrate on this market segment; this age group should be emphasized at a center as well. This group requires a wide variety of programs and activities that are available after school, during the summer, or during weekend hours. Instructional programs and competitive sports programs are especially popular, as well as drop-in use of the facility.

4. **Teens** - A major focus of many community center projects is on meeting the needs of teenagers. There is a great debate among recreation providers throughout the country on how to best provide recreation programming for this age group. Some believe that dedicated teen space is required to meet their needs while others find that it is the activities and approach that is more important. Serving the needs of this age group will often require the use of many areas of the center at certain "teen" times of use.

5. **Seniors** - As the population of the United States and the service areas continue to age, meeting the needs of an older population will be essential. As has been noted, a more active and physically oriented senior is now demanding services to ensure their continued health. Social programs, as well as weight training and cardiovascular conditioning, have proven to be popular with this age group. This market segment will usually utilize a facility during the slower use times of early to mid-day which is appealing. Providing services for this age group should be more of a function of time than space.

6. **Business/corporate** - This market has a variety of needs from fitness/wellness and instruction, to recreation and social. The more amenities and services that can be offered at one location the more appeal there is to this market segment. The business community should be surveyed to determine their specific needs and expectations.

7. **Special needs population** - This is a secondary market, but with the ADA requirements and the existence of a number of recreation components, the amenities will be present to develop programs for this population segment. Association with health care providers and/or other social service agencies will be necessary to fully reach this market.

8. **Special interest groups** - This is a market that needs to be explored to determine the use potential from a variety of groups. These could include school functions, social service organizations and adult and youth sports teams. While the needs of these groups can be appealing to generate revenue, their demands on a center can often be incompatible with the overall mission of the facility. Care must be taken to ensure that special interest groups are not allowed to dictate use patterns for the center.

**Community Center Benchmarks:** Based on market research conducted by Ballard*King & Associates at community centers across the United States, the following represents the basic benchmarks for Sylvester Powell, Jr. Community Center. This information becomes important as they look to increase their overall cost recovery level.

- The majority of community centers that are being built today are between 65,000 and 75,000 square feet. Most centers include three primary components A) a pool area, usually with competitive and leisure amenities, B) multipurpose gymnasium space, and C) a weight/cardiovascular equipment area. In addition, most centers also have group exercise rooms, drop-in childcare, and classroom and/or community spaces.
- For most centers to have an opportunity to cover all of their operating expenses with revenues, they must have a primary service area population of at least 50,000 and an aggressive fee structure.
- Centers of this size generally have an operating budget of between $1.5 - $1.8 million annually. Nearly 65% of the operating costs come from personnel services, followed by approximately 25% for contractual services, 8% for commodities, and 2% for capital replacement.
- Centers that serve a more urban population and have a market driven fee structure, should be able to recover 70% to 100% of operating expenses. For centers in more rural areas, the recovery rate is generally 50% to 75%. Facilities that can consistently cover all of their operating expenses with revenues are rare. The first true benchmark year does not occur until the third full year of operation.

- The majority of centers of the size noted (and in an urban environment) have above average daily paid attendance of 800 - 1,000 per day. These centers also typically sell between 800 - 1,500 annual passes (depending on the fee structure and marketing program).
- Centers typically have a three-tiered fee structure that offers daily, extended visit (usually punch cards) passes, and annual passes. In urban areas it is also common to have resident and non-resident fees. Non-resident rates can run 25% to 50% higher than the resident rates. Daily rates for residents average between $3.00 and $6.00 for adults, $3.00 and $4.00 for youth and the same for seniors. Annual rates for residents average between $200 and $300 for adults, and $100 and $200 for youth and seniors. Family annual passes tend to be heavily discounted and run between $350 and $800.
- Most centers are open an average of 105 hours a week, with weekday hours being 5:00 am to 10:00 pm, Saturdays 8:00 am to 8:00 pm and Sundays from noon to 8:00 pm. There is now a trend to open earlier on Sundays as well. Hours may be shorter during the summer months.

**Aquatics – Indoor & Outdoor**

The City of Mission operates an indoor, year-round, pool at the Sylvester Powell, Jr. Community Center. In addition, they operate the newly renovated Mission Family Aquatic Center, during the summer months. It is unlikely that the City would develop an additional aquatic facility. This information becomes relevant if the City reaches a point when renovation of the pool at Sylvester Powell, Jr. Community Center is necessary.

The hottest trend in aquatics is the leisure pool concept. The idea of incorporating slides, current channels, fountains, zero depth entry and other water features into a pool's design has proved to be extremely popular for the recreational user. The use of a conventional pool in most recreational settings has been greatly diminished. Leisure pools appeal to the younger children (who are the largest segment of the population that swim) and to families. These types of facilities are able to attract and draw larger crowds and people tend to come from a further distance and stay longer to utilize such pools. This all translates into the potential to sell more admissions and increase revenues. It is estimated conservatively that a leisure pool can generate up to 20% to 25% more revenue than a comparable conventional pool and the cost of operation, while being higher, may be offset through increased revenues. Of note is the fact that patrons seem willing to pay a higher user fee at a leisure pool than a conventional aquatics facility.

Another trend that is growing more popular in the aquatics field is the development of a raised temperature therapy pool for rehabilitation programs. This has usually been done in association with a local health care organization or a physical therapy clinic. The medical organization either provides capital dollars for the construction of the pool or agrees to purchase so many hours of pool time on an annual basis. This form of partnership has proven to be appealing to both the medical user community and the organization that operates the facility. The medical sector receives the benefit of a larger aquatic center, plus other amenities, without the capital upfront cost of building the structure. In addition, they are able to develop a much stronger community presence away from traditional medical settings. The facility operators have a stronger marketing position through an association with a medical organization and a user group that will provide a solid and consistent revenue stream for the center. This is enhanced by the fact that most therapy use times occur during the slower mid-morning or afternoon times in the pool and the center.

The more traditional aspects of aquatics (including swim teams, instruction, and aqua fitness) remain as the foundation for many aquatic centers. The life safety issues associated with teaching children how to swim is a critical concern in most communities and competitive swim team programs through USA Swimming, high schools, and other community based organizations continue to be important. Aqua fitness, from aqua exercise to lap swimming, has enjoyed strong growth during the last ten years with the realization of the benefits of water-based exercise.

The multi-function indoor aquatic center continues to grow in acceptance with the idea of providing for a variety of aquatics activities and programs in an open design setting that features a lot of natural light, interactive play features and access to an outdoor sundeck. Placing traditional instructional/competitive pools with shallow depth/interactive leisure pools and therapy water in the same facility has been well received in the market. This idea has proven to be financially successful by centralizing pool operations for recreation service providers and through increased generation of revenues from patrons willing to pay for an aquatics experience that is new and exciting. Indoor aquatic centers have been instrumental in developing a true family appeal for community-based facilities. The keys to success for this type of center revolve around the concept of intergenerational use in a quality facility that has an exciting and vibrant feel in an outdoor like atmosphere.

**Parks:**

As the City of Mission begins to implement the master plan, the following information becomes relevant. This information is based upon trends on a national level with various outdoor facility types and offerings. Under the current structure, the maintenance of parks is handled by Public Works. It is not uncommon for municipalities the size of Mission to include Parks within Public Works and it is strongly recommended that the City of Mission continue this practice.

**Natural Areas:** There is still the traditional idea and value to having open natural areas that members of the community can access. In many cases, these nature parks are stand-alone facilities that individuals can drive to. However, there is also a movement to incorporate natural spaces into active parks. Regardless of the method by which these spaces are preserved, it is not uncommon for there to be an interconnected trail system that ties into the community or a regional system. These parks typically include directional signage and identify various plant species. It is also common that throughout the park there is signage that identifies natural habitats of plants and/or animals. The maintenance requirements of these parks is relatively low, outside of the trail systems.

**Green Space:** It is not uncommon to find green space within a natural area. Green spaces are areas that require more maintenance/mowing than natural areas. They are mowed on a more frequent basis. These spaces typically move with the topography of the land so as to include changes in grade along with flat spaces. These green space areas are typically not graded to provide optimal flat, field-oriented playing spaces. When grading is done in these areas it is to accommodate trails or incorporate other outdoor spaces such as an amphitheater. Along with natural areas, green spaces are a community asset used by both active and passive recreation participants.

**Shelters:** It is common to find shelters within most parks, regardless of their designation. Many agencies will identify a range of shelter sizes that they then distribute throughout their park system. Shelters typically have an area close by with either permanent BBQ facilities or flat pad where individuals can bring their own grill. It is more and more common that shelters are outfitted with electricity. It is also common to find permanent restroom facilities in close proximity to the shelter.

**Diamonds & Rectangles:** Diamonds (baseball, softball, etc.) and rectangles (football, lacrosse, soccer, etc.) continue to grow in popularity and are common topics of discussion in developing parks. The demand is increasing, in particular, for practice fields. In addition to growing in popularity, the expectations related to the level of care expected in these facilities is growing. The challenge is for agencies is to try and make diamonds and rectangles as multi-purpose, while facing demand to have specific facilities for specific sports. This can become particularly challenging if an agency has limited ability to acquire new property.

**Level of Care:** The level of care, or degree to which facilities, in particular diamonds and rectangles, are maintained is a typical topic of conversation. Many agencies have developed a standard to which they are willing to maintain these spaces. That standard may vary based upon whether a field is designated as a practice field or competition field, but the standard is established and adhered to. As the diamonds and rectangles are often shared-used spaces between community and a school district, many cities take steps to align the standard between the two agencies. As this standard of care is developed, a trend is developing where some youth sports agencies are requesting a higher level of care. In many cases, the agencies are taking the cost associated with higher level of care and charging the youth sports organization, or in some instances making the youth sports agency responsible for the maintenance and upkeep of the facility. This should be done without relinquishing scheduling or ownership of the piece of property.

**Trails:** Many cities are working to become more walkable or bikeable communities. As such, trails continue to gain in popularity across the country. Trails can take many forms; from single width walking trails in nature areas to 8-foot-wide paved trails. And while the single width trails in nature areas are still popular and prevalent; wider, paved or stone dust, multi-purpose trails are gaining in popularity. When trails are being developed, they can form a loop within a specific park, follow stream ways or other natural areas to interconnect multiple parks, and, in some cases, connect to larger county, regional or state-wide park systems.

The increase in the popularity of trails also causes cities to pursue partnerships for trail development. There are multiple granting agencies that can provide funds for the acquisition of land and the development of trails. Partnerships are often being realized between government agencies to create larger trails systems or assist in the development and ongoing maintenance of a trail. A good example of this is Johnson County Parks and Recreation who looks to develop the trail system, sometimes on municipal land. In these partnerships, the municipality assumes the maintenance of the trail.

Trails, depending upon their construction and material, take significantly more maintenance than natural areas or green space, but they do not rise to the level of diamonds and rectangles.

**Court Space:** As parks are being developed, court space is still included within active parks. Court space may include, but is not limited to; tennis, basketball, hand ball, etc. Court spaces that are not being fully utilized may be repurposed. Basketball or tennis courts are often developed into skate parks. Tennis is seeing a resurgence in popularity as the number of Baby Boomers move into retirement and participation in skateboarding continues a slow decline. These spaces typically require a level of maintenance similar to that of trails, mainly due to the need for resurfacing or patching the of surfaces.

**Inside-Out:** A significant nation-wide trend brings traditional "inside" activities out into parks and open space. The movement of boot camp style group exercise classes lends itself to using outdoor spaces; trails, green space and other. It is also common to see exercise groups forming and participating in activities like exercise walking and running. Some agencies have integrated morning yoga classes in green space or nature areas. The focus for the inside-out movement is on fitness and will continue to grow.

## Section A4 – Benchmarking

As a part of the overall master plan process, the City asked the consulting team to complete a benchmark exercise to compare similarly sized organizations. One of the challenges associated with benchmarking is the identification of similar-sized agencies, in the same region of the country that operates similar facilities. In addressing that challenge B*K recommended that the benchmark process be two-fold; one to address full agencies and another to address community centers.

The agencies that were identified by the Parks and Recreation steering committee were:

- City of Merriam
- City of Prairie Village
- City of Grandview
- City of North Kansas City
- City of Gladstone
- City of Raytown
- City of Leawood

The four community centers that were identified and approved by the steering committee were:

- Legacy Park Community Center – City of Lee's Summit
- Matt Ross Community Center – City of Overland Park
- The Centre – City of Rolla
- The View – City of Grandview

In addition to the benchmarking portion of this report, the consulting team also helped start a PRORAGIS account for the City of Mission. PROGRAGIS is a new service offered by NRPA. It allows parks and recreation departments to input their specific information and then identifies other comparable agencies within the database. As the service is new, the initial benchmark comparisons may be limited. However, as more departments begin to take advantage of this useful tool the City of Mission will be able to undertake on-going benchmarking of similar agencies.

It is important to note that the benchmarking section of the report is to be used by the City of Mission for comparative purposes only. The consulting team is not suggesting that Mission attempt to emulate any of these, or other agencies. The benchmarking information should be used as a reference for Mission as they continue to move forward with the implementation of their master plan.

**Comparison Chart – Communities:**

| | Mission | Merriam | Prairie Village | Grandview | North K.C. | Gladstone | Raytown | Leawood |
|---|---|---|---|---|---|---|---|---|
| **Population:** | | | | | | | | |
| 2010 Census | 9,323 | 11,003 | 21,447 | 24,475 | 4,208 | 25,410 | 29,526 | 31,867 |
| 2015 Estimate | 9,489 | 11,201 | 21,892 | 25,802 | 4,384 | 25,749 | 29,806 | 32,932 |
| 2020 Estimate | 9,827 | 11,589 | 22,737 | 26,896 | 4,596 | 26,486 | 30,198 | 34,511 |
| **Households:** | | | | | | | | |
| 2010 Census | 5,000 | 4,900 | 9,771 | 9,640 | 2,361 | 11,182 | 12,104 | 11,781 |
| 2015 Estimate | 5,152 | 5,045 | 10,060 | 10,190 | 2,464 | 11,330 | 12,179 | 12,259 |
| 2020 Estimate | 5,373 | 5,261 | 10,489 | 10,626 | 2,591 | 11,662 | 12,319 | 12,893 |
| **Families:** | | | | | | | | |
| 2010 Census | 2,130 | 2,788 | 5,816 | 6,137 | 878 | 6,859 | 7,701 | 9,367 |
| 2015 Estimate | 2,184 | 2,821 | 5,927 | 6,448 | 895 | 6,831 | 7,690 | 9,597 |
| 2020 Estimate | 2,257 | 2,913 | 6,144 | 6,699 | 930 | 6,973 | 7,746 | 10,069 |
| **Ave. Household Size:** | | | | | | | | |
| 2010 Census | 1.86 | 2.21 | 2.18 | 2.52 | 1.78 | 2.27 | 2.39 | 2.70 |
| 2015 Estimate | 1.84 | 2.19 | 2.16 | 2.52 | 1.78 | 2.27 | 2.40 | 2.68 |
| 2020 Estimate | 1.83 | 2.17 | 2.15 | 2.52 | 1.77 | 2.27 | 2.41 | 2.67 |
| **Ethnicity (2015 Est.):** | | | | | | | | |
| Hispanic | 8.8% | 11.6% | 3.8% | 10.5% | 12.5% | 8.3% | 5.5% | 2.5% |
| White | 82.9% | 81.4% | 94.6% | 47.7% | 73.8% | 83.6% | 67.1% | 90.8% |
| Black | 6.3% | 6.9% | 1.2% | 40.5% | 12.4% | 6.2% | 25.0% | 2.4% |
| American Ind. | 0.4% | 0.5% | 0.2% | 0.5% | 0.9% | 0.6% | 0.4% | 0.1% |
| Asian | 4.3% | 2.8% | 1.6% | 1.2% | 3.7% | 2.0% | 1.2% | 4.4% |
| Pac. Islander | 0.0% | 0.1% | 0.0% | 0.1% | 0.3% | 0.6% | 0.2% | 0.02% |
| Other | 2.7% | 4.3% | 0.6% | 5.5% | 5.0% | 2.9% | 2.1% | 0.5% |
| 4Multiple | 3.4% | 4.1% | 1.9% | 4.5% | 3.9% | 4.0% | 4.0% | 1.7% |
| **Median Age:** | | | | | | | | |
| 2010 Census | 35.3 | 37.5 | 41.4 | 33.8 | 39.9 | 41.9 | 40.4 | 44.7 |
| 2015 Estimate | 36.7 | 38.7 | 41.9 | 34.2 | 41.6 | 42.2 | 41.1 | 45.2 |
| 2020 Estimate | 37.8 | 39.4 | 42.8 | 34.7 | 42.0 | 42.4 | 40.9 | 46.9 |
| **Median Income:** | | | | | | | | |
| 2015 Estimate | $50,666 | $50,693 | $78,069 | $42,333 | $35,089 | $50,416 | $50,856 | $131,137 |
| 2020 Estimate | $56,691 | $57,884 | $88,274 | $48,246 | $38,126 | $57,102 | $56,545 | $144,028 |
| **HH Budget Exp:** | | | | | | | | |
| Housing | 94 | 84 | 135 | 73 | 57 | 88 | 79 | 213 |
| Ent & Rec | 89 | 82 | 134 | 69 | 55 | 87 | 80 | 220 |

Based upon the comparison chart on page A54, Mission has a lower population than all other agencies. Given this fact, it is important that programming and community center membership extend beyond the city boundaries, in order to enhance financial sustainability.

In comparison to the other benchmark agencies, Mission is not as ethnically or racially diverse. However, Mission's diversity is anticipated to increase over the next ten years and, as was referenced earlier in the market analysis section of the document, and an increase in diversity could have an impact on program participation.

The median age in the City of Mission is the second lowest, with only the City of Grandview being lower. The low median age points to the presence of families with children and young professionals, all of which are primary users of parks and recreation facilities. There is also a significant senior and retiree population in the City, another significant user group of parks and recreation facilities.

Beyond the demographic comparisons between the organizations, it is also important to look at the focus that each community has on parks and recreation.

*City of Mission*

- The City of Mission currently operates the Sylvester Powell, Jr. Community Center, a 80,000 square foot full-service community center. The facility is located less than a ½ mile from the outdoor pool. Sylvester Powell, Jr. Community Center includes an indoor pool, gymnasiums, exercise areas, and rental / conference spaces.

- They have a total of 7 parks within their parks system.

- The City operates its outdoor pool in-house.

- Within the City there are not dedicated, full-time parks staff. The maintenance and care of the parks fall under Public Works.

- The City of Mission Parks and Recreation Department has a total of 12 full-time staff members.

- Based upon 2015 budget documents, the City anticipates spending $2.1 million on the community center operation and $217,000 on the outdoor aquatic center for a total of $2.4 million.

*City of Merriam*

- The City of Merriam currently operates a 33,000 square foot community center. The facility is more drop-in visit focused than the Sylvester Powell, Jr. Community Center. It includes meeting rooms, gymnasium and supports the programming efforts of the parks and recreation department.

- A total of 9 parks within the system, not including Antioch Park, which is owned and operated by JCPRD.

- The City operates its outdoor pool in-house. Also, the parks and recreation department is responsible for the farmers market and art gallery.

- The City of Merriam is most similar to the City of Mission regarding demographics. Another similarity is geographic location and the land-locked nature of the community, with limited opportunity for expansion.

- Similar to the City of Mission, Merriam Public Works handles the maintenance of parks.

- The Culture & Recreation Department in Merriam has a total of 8 full-time staff members.

- Based upon their 2015 budget Merriam anticipates spending $761,529 for culture and recreation and $371,758 for their outdoor pool, totaling $1.1 million

*City of Prairie Village*

- The City of Prairie Village operates what they identify as a community center. The capacity of the one-room facility is a total of 45 individuals. The location of the community center is in the same park as the outdoor aquatic center and municipal building.

- They have a total of 12 parks in their system.

- The City contracts out the management of their outdoor pool.

- Prairie Village is not similar to the City of Mission demographically; they are older and more affluent. They are similar in geographic location in the county, the land-locked nature of the community, with a limited opportunity for park expansion.

- Public Works handles the maintenance of parks with a total of 8 full-time positions in the department dedicated to Parks and Grounds Maintenance.

- The City of Prairie Village does not have a formal Parks and Recreation Department even though they do have an outdoor aquatic complex and parks.

- Based upon their 2015 budget, Prairie Village anticipates spending $837,967 for their outdoor pool, tennis, parks and community programs and $1,054,120 for parks and grounds maintenance totaling $1.9 million.

*City of Grandview*

- The City of Grandview operates a full-service recreation center called "The View." The facility is similar to the Sylvester Powell, Jr. Community Center relative to operational structure. The facility is 60,000 square feet in size. The City is in the process of building a new sprayground and an outdoor aquatics facility.

- They have a total of 14 parks in their system, including a significant trail network and a dog park.

- Before demolishing their outdoor pool, the City operated the pool in-house. The new facility being brought online will also be operated in-house.

- The City of Grandview is not similar to the City of Mission regarding demographics. The population is nearly triple that of Mission. The community is more racially diverse than Mission. The City also has opportunities for expansion of parkland.

- The City operates a Park and Recreation Department; Public Works staff does not support Parks and Recreation functions.

- There are a total of 7 full-time parks staff members and 10.5 full-time recreation staff members.

- Based upon their 2014-2015 budget, Grandview anticipates spending $619,359 for parks operations and maintenance and $2,195,325 for recreation totaling $2.8 million.

*City of North Kansas City*

- The City of North Kansas City operates a full-service recreation center. The facility is similar to that in Mission regarding their operational structure. The facility is 96,000 square feet in size and includes a dedicated senior space, meeting rooms, administrative spaces, weight and cardio room, (3) three large gymnasium spaces with elevated walking track, and a leisure pool with lap lanes.

- The City operates 3 outdoor parks and a dog park.

- The City does not have an outdoor pool, but does have a small sprayground.

- The City of North Kansas City is not similar to the City of Mission regarding demographics. The community is smaller than Mission, and residents spend significantly less on housing and entertainment/recreation services. They are similar in that they have limited opportunity for expansion.

- The parks department operates their parks and offers programs with a total of 7.5 full-time parks staff members. The City has 0 full-time recreation staff as the management of their recreation center is contracted with the YMCA. The YMCA currently has four full-time employees operating the facility.

- Based upon their 2014-2015 budget North Kansas City anticipates spending $844,488 for parks and $2,451,251 for recreation center totaling $3.3 million. In the 2015-2016 budget, $883,500 will be paid to the YMCA in a transition fee, replacing the $2.4 million paid toward the recreation center. After the 2015-2016 budget cycle, the City will allocate $0 toward their recreation center.

*City of Gladstone*

- The City of Gladstone operates a full-service recreation center. The facility is similar to that of Mission relative to operational structure. The facility shares a parking lot with the outdoor pool and is across the street from a community park and amphitheater.

- The City operates a total of 16 parks.

- The City does have an outdoor pool and they operate that pool in-house.

- Gladstone is significantly larger than Mission, but with similar ethnic and racial diversity. The median household income is very comparable, but residents in Gladstone spend less on housing and entertainment/recreation.

- The City operates a park and recreation department; there is no affiliation with Public Works.

- The City operates a park and recreation department with a total of 23 staff members. The full-time distribution is; 2 parks and recreation staff, 8 parks and facility, 6 recreation division and 7 community center division.

- Based upon their 2016 budget the City of Gladstone anticipates spending $2.3 million on parks and $3.3 million on the recreation center, outdoor pool, and debt service for a total of $5.6 million.

*City of Raytown*

- The City of Raytown does not operate a community recreation center. Raytown is located adjacent to both Grandview and Lee's Summit both of which have municipal community centers.

- The City has a total of 6 parks.

- The City has an outdoor municipal waterpark, Super Splash USA. Super Splash USA is owned and operated in-house.

- The City of Raytown is significantly larger with an older population than Mission. The community is also more racially diverse than Mission. Raytown does have the ability to expand geographically.

- The City operates a park and recreation department; there is no affiliation with Public Works.

- The City operates the park and recreation department with 9 full-time staff members.

- Based upon their 2014-2015 budget, the City of Raytown anticipates spending $1.9 million on parks and recreation.

*City of Leawood*

- The City of Leawood operates a community center in the basement of City Hall comprised mainly of meeting rooms.
- The City has a total of 5 parks and a dog park.
- The City operates its outdoor aquatic center in-house.
- Leawood is larger than Mission and is the largest of the benchmark communities. The community is older and has the highest median household income of the benchmark communities. Consequently, they also have the greatest rate of spending on housing and entertainment/recreation, more than double that of Mission.
- The City operates a park and recreation department; there is no affiliation with Public Works.
- The City's park and recreation department maintains the following staff levels; 4 positions in admin, 27.09 positions in park maintenance, 14.18 aquatic center positions, 2.25 cultural activities positions, 12.66 programming positions, 2.91 sports positions and 0.0 golf positions.
- Based upon their 2016 budget for the City of Leadwood anticipates spending $10.9 million on parks and recreation.

**Comparison Chart – Recreation / Community Centers[10]:**

| | **Sylvester Powell, Jr.** (Mission, KS) | **Matt Ross** (Overland Park, KS) | **Legacy Park** (Lee's Summit, MO) | **The Centre** (Rolla, MO) | **The View** (Grandview, MO) |
|---|---|---|---|---|---|
| **Population:** | | | | | |
| 2010 Census | 254,776 | 255,002 | 65,363 | 27,228 | 92,023 |
| 2015 Estimate | 258,351 | 258,888 | 66,855 | 27,690 | 94,107 |
| 2020 Estimate | 265,397 | 267,011 | 68,319 | 28,127 | 95,973 |
| **Households:** | | | | | |
| 2010 Census | 114,479 | 113,641 | 24,761 | 10,583 | 34,792 |
| 2015 Estimate | 116,777 | 116,148 | 25,331 | 10,785 | 35,490 |
| 2020 Estimate | 120,302 | 120,162 | 25,847 | 10,969 | 36,186 |
| **Families:** | | | | | |
| 2010 Census | 61,607 | 66,327 | 18,013 | 5,997 | 23,352 |
| 2015 Estimate | 62,281 | 67,291 | 18,391 | 6,046 | 23,702 |
| 2020 Estimate | 63,857 | 69,309 | 18,736 | 6,108 | 24,092 |
| **Average Household Size:** | | | | | |
| 2010 Census | 2.20 | 2.22 | 2.62 | 2.32 | 2.61 |
| 2015 Estimate | 2.18 | 2.21 | 2.62 | 2.32 | 2.62 |
| 2020 Estimate | 2.18 | 2.20 | 2.63 | 2.33 | 2.62 |
| **Ethnicity (2015 Est):** | | | | | |
| Hispanic | 13.2% | 9.3% | 4.6% | 3.1% | 7.9% |
| White | 78.3% | 83.2% | 86.3% | 87.5% | 57.9% |
| Black | 9.4% | 6.8% | 7.5% | 3.6% | 32.4% |
| American Indian | 0.5% | 0.4% | 0.3% | 0.7% | 0.4% |
| Asian | 3.0% | 3.1% | 1.5% | 4.6% | 1.6% |
| Pacific Islander | 0.1% | 0.1% | 0.1% | 0.1% | 0.2% |
| Other | 5.5% | 3.5% | 1.2% | 0.5% | 3.8% |
| Multiple | 3.2%s | 3.0% | 2.9% | 3.0% | 3.8% |
| **Median Age:** | | | | | |
| 2010 Census | 36.2 | 38.8 | 36.0 | 29.4 | 33.9 |
| 2015 Estimate | 37.3 | 39.6 | 37.1 | 30.0 | 34.6 |
| 2020 Estimate | 38.3 | 40.4 | 38.4 | 31.7 | 35.4 |
| **Median Income:** | | | | | |
| 2015 Estimate | $52,435 | $59,706 | $71,851 | $39,687 | $50,404 |
| 2020 Estimate | $60,906 | $72,094 | $81,432 | $46,032 | $56,123 |
| **Household Budget Exp:** | | | | | |
| Housing | 102 | 114 | 114 | 71 | 87 |
| Ent & Rec | 98 | 111 | 115 | 70 | 85 |

[10] The demographic data in this chart represents a 5-mile radius from the location of each facility.

Based upon the comparison chart on the previous page:

- The Sylvester Powell, Jr. Community Center and Matt Ross Community Center are located within 4 miles of each other, with their 5-mile service area radii overlapping by 75-80%.

- A portion of the new Olathe Community Center falls into the Matt Ross Community Center service area radius, and the new facility under development in Lenexa will have significant overlap with both the Matt Ross Community Center and the Sylvester Powell, Jr Community Center.

- The View, Legacy Park, and The Centre are located in Missouri, with The Centre being an outlier in that it is outside the Kansas City metropolitan area and does not fall within another major metropolitan area.

- The 5-mile radius for Legacy Park did not overlap with another municipal provider until recently. However, the newly opened field house in Blue Springs, MO overlaps with Legacy Park in Lee's Summit, MO.

- All of the service areas have significant overlap with private and non-profit providers.

- Municipal governments operate all of the facilities, none contract out their full operations.

It is not atypical for government operators to want their community centers to operate at a 100% cost recovery. Many factors should be considered when reviewing operating budgets and profit / loss of these facilities. Full-time staff distribution and utilities are two key components that can shift a facility to or from the 100% cost recovery goal. Another significant factor that can negatively impact cost recovery is debt service if that comes out of the annual operating budget of a facility.

*Sylvester Powell, Jr. Community Center*

- City of Mission – Operator.

- The facility is currently operating at approximately 80% cost recovery with the goal of moving towards a 100% cost recovery rate.

- The facility has gone through one expansion; the track was lengthened, a gymnasium was added along with additional meeting rooms and a catering kitchen. There is minimal opportunity to expand the facility again based upon site constraints.

- Opened originally in 1999 and expanded in 2004.

- Key Elements:
  - Gymnasium
  - Elevated Track
  - Weight/Cardio Area
  - Group Exercise Room
  - Leisure Pool, Sauna, Steam Room, Hot Tub
  - Meeting Rooms (3-6 depending upon configuration)
  - Catering Kitchen

- Hours of Operation:
  - Monday-Thursday, 5:30A-9:00P
  - Friday, 5:30A-8:00P
  - Saturday, 6:00A-7:00P
  - Sunday, 12:00P-5:00P

- Membership Fees:

http://www.missionks.org/pView.aspx?id=17903&catid=657

- Budgetary Numbers (2015):
  - Full-Time Staff – 12
  - $2.1 million in Expenditures for Sylvester Powell, Jr. Community Center

*Matt Ross Community Center*

- City of Overland Park – Operator.

- In last conversation with the City of Overland Park, the facility was operating at a 90-100% cost recovery rate.

- Minimal opportunity to expand the footprint of the facility.

- Opened in 2007.

- Key Elements:
  - Gymnasium
  - Elevated Track
  - Weight/Cardio Area
  - Group Exercise Rooms
  - Leisure Pool, Lap Pool, Therapy Pool, Hot Tub
  - Arts & Crafts Space
  - Meeting Rooms (3-4 depending upon configuration)

- Hours of Operation:
  - Monday-Friday, 5:30A-10:00P
  - Saturday, 7:00A-8:00P
  - Sunday, 10:00A-8:00P

- Membership Fees:

http://www.opkansas.org/things-to-see-and-do/community-centers/membership-and-fees/

- Budgetary Numbers (2015):
  - Full-Time Staff – 5 (does not include custodial or maintenance)
  - $1.88 million in Expenditures for Community Centers[11]

[11] The City of Overland Park operates more than 1 community center with Matt Ross being the larger of the two. However, they do not allocate expenses in their budget documents by facility.

*Legacy Park Community Center*

- City of Lee's Summit – Operator.

- In the last conversation with the City of Lee's Summit the facility was operating at a 100% cost recovery rate. It is also important to note that 100% cost recovery was the goal in the development phase. As such the components included had to be either revenue neutral or revenue positive.

- Significant opportunity to expand as it is in a park. The park has undergone significant improvements since the development of the community center. The community center has not expanded since it opened. However, it has undergone minor renovations, again with the 100% cost recovery goal in mind.

- Opened in 2003.

- Key Elements:
  - Gymnasium
  - Elevated Track
  - Weight/Cardio Area
  - Group Exercise Rooms
  - 2 Racquetball Courts
  - Leisure Pool
  - Meeting Rooms (3)

- Hours of Operation:
  - Monday-Friday, 5:00A-10:00P
  - Saturday, 7:00A-8:00P
  - Sunday, 8:00A-8:00P

- Membership Fees:

http://cityofls.net/Parks/Facilities/Legacy-Park-Community-Center

- Budgetary Numbers (2015):
  - Full-Time Staff – 7
  - $2.03 million in Expenditures for Legacy Park Community Center

*The Centre*

- City of Rolla – Operator.

- In conversation with the City of Rolla, the Centre is operating at 80% cost recovery. There are council members that would like to see the facility at 100% cost recovery. However, in the initial planning phase this was not a goal, nor is it feasible for their market.

- Significant opportunity to expand as it is in a park. The facility has undergone minor renovations and upkeep over the years of operation.

- Opened in 2001-2002.

- Key Elements:
  - Gymnasium
  - Elevated Track
  - Weight/Cardio Area
  - Group Exercise Rooms
  - Leisure Pool & Lap Pool
  - Meeting Rooms (3)

- Hours of Operation (there are different operating house in the summer, less):
  - Monday-Friday, 5:00A-10:00P
  - Saturday, 8:00A-9:00P
  - Sunday, 11:00A-7:00P

- Membership Fees:

http://www.rollacity.org/centre/mem.shtml

- Budgetary Numbers (2015):
  - Full-Time Staff – 8
  - $1.3 million in Expenditures for The Centre

*The View*

- City of Grandview – Operator

- Based on the numbers that B*K was able to obtain it would appear that the facility is operating at or near 100% cost recovery.

- Significant opportunity to expand as it is in a park. The facility has undergone minor renovations and upkeep over the years of operation.

- Originally opened in 2005

- Key Elements:
  - Gymnasium
  - Elevated Track
  - Weight/Cardio Area
  - Group Exercise Rooms
  - Leisure Pool & Lap Pool
  - Meeting Rooms (3)

- Hours of Operation (operating hours in the summer are reduced):
  - Monday-Friday, 5:30A-10:00P
  - Saturday, 8:00A-8:00P
  - Sunday, 10:00A-8:00P

- Membership Fees:
http://grandview.org/Modules/ShowDocument.aspx?documentid=2922

- Budgetary Numbers (2015):
  - Full-Time Staff – 10.5
  - $2.19 million in Expenditures for The View[12]

[12] The expenditure line item also includes debt service.

## Section A5 – Inventory & Assessment of Recreation Programs & Operations

The City of Mission provides recreation programs and cultural opportunities through the programming of the Sylvester Powell, Jr. Community Center, the Mission Family Aquatic Center and Parks. Currently the Parks & Recreation Department focuses the delivery of programs at the community center and aquatic center with some additional special events that occur City wide. As the City implements the overall master plan, the focus should remain on the community center and aquatic center, but more consideration should be given to using parks as a means to deliver programs and cultural opportunities.

The main method by which the Parks & Recreation Department advertises programs is through the program guide, produced three times per year. This guide outlines programs at the community center, the outdoor aquatic center, other special events and in parks. Continued production of a guide three times per year (as opposed to 2 or 4 times per year) is recommended as an efficient and effective use of marketing dollars. The City would also be well served to focus on social media advertising and online registration. As these efforts increase, the City may find that the total number of printed documents can decrease.

*Community Center* – The Sylvester Powell, Jr. Community Center is the nerve center of the parks and recreation operation within the City of Mission. The facility currently operates at approximately an 80% cost recovery, and the City has a goal of moving the facility towards 100% cost recovery. Agencies can achieve this by reducing hours of operation and staffing on the expense side or increasing in membership and programming on the revenue side. It is recommended to first analyze the costs associated with operating the facility when attempting to increase cost recovery rates. Too often agencies look to close their cost recovery gap with programming, without looking at costs.

The current hours of operation for the community center are as follows:

Mon-Thu, 5:30A-9:00P
Fri, 5:30A-8:00P
Sat, 6:00A-7:00P
Sun, Noon-5:00P

These hours are consistent with many of the community centers that focus on maximizing member's and resident's time in the facility while still focusing on cost recovery. As the City moves toward achieving 100% cost recovery, they will want to continue to track how people are using the facility throughout the day and make adjustments, if necessary. Using statistical data to adjust the overall operation is important when presenting changes to members, residents and the City Council.

The current staffing levels reflected in the latest budget document allocate a total of 12.0 full-time staff members. Taking into account that those individuals are responsible for the operation of the community center and the outdoor aquatic facility, the staffing levels are adequate. Those positions include:

Parks & Recreation Director
Maintenance Supervisor
Custodial/Maintenance (3)
Administrative Supervisor
Recreation Program Supervisor
Recreation Coordinator
Aquatics Facility Manager
Aquatics Coordinator
Membership Coordinator
Rental Coordinator

These positions are consistent with industry standards given the depth and breadth of the operation. A staffing benchmark typically used when analyzing community center operations is for personnel expenditures to be approximately 65% of the total operating budget (in the trends section of this document). When looking at a community center operation, a "red flag" would be if the full-time and part-time staff levels exceeded 65% of the total budget. In the 2015 budget, the total allocated for staffing was approximately 63%. This does not mean that the City should not look at staffing levels to ensure efficiency, but it does suggest that they are at a point in the operation where reductions may be challenging.

A key factor for increasing overall cost recovery is membership. Currently, the City of Mission's membership options are based on a resident and non-resident structure. This is consistent with how many community centers around the country operate. There are exceptions on a regional basis, but in the Kansas City Area most facilities operate similarly. The City also offers a premium level membership, which includes one class per month at no additional cost. Having a premium option, or an option that also includes fitness classes is a common practice in the industry.

Membership options and pricing are driven by two main factors in the market place. The first is the demographics of the community. Within the City's 5-mile service area radius, there is significant population with median household income at a level capable of spending dollars on a community center membership. While the demographic position of the service area is strong, the second factor to consider is market position and saturation. Mission's community center is one of the older facilities in the greater Kansas City area, while still being relatively young in its lifecycle. Since its development, Overland Park and Olathe have opened community centers and Lenexa is planning for a new facility. In addition to these public providers, there are also a number of private providers that have entered the market place. The challenge that these other providers pose is that Mission will need to ensure their membership rates are competitive with those other groups. In

short, there is not a monopoly on the recreation dollars being spent because there are multiple options for patrons to consider.

Some agencies with a focus on 100% cost recovery have adopted a different method for determining membership rates. Instead of having different fees for individual youth, individual, senior, individual adult, senior couple and family the agency adopts a flat rate structure. The City of Mission may want analyze an alternative rate structure for membership and if it would increase the overall cost recovery level of the facility. *Example: If the City adopted a flat rate structure that a membership was $20 per month a household that had 4 individuals that wanted membership would pay $80 per month. Conversely if only 1 individual wanted a membership it would be $20 per month.*

In addition to the considerations on how to increase membership and/or membership fees, there is also the concept of increasing programming opportunities in the facility. Currently the City of Mission classifies their programs into the following areas:

Adult:
- Aquatics
- Spinning
- Fitness & General
- Martial Arts
- Mind & Body

Youth:
- Classes & Programs
- Camps
- Swim Lessons

Specialized Recreation (offered for individuals with developmental and physical disabilities).

- Royals games
- Oceans of Fun
- Power Play
- Fitness with Lee
- MP Karate
- Personal Training
- Rentals
- Special Events

50 & Beyond:

- Fitness Programs
- Health Classes
- Trips

This is a robust program offering for a community the size of Mission and indicates that both residents and non-residents are using the facility. This outside, non-resident use is not atypical and is necessary for the long term financial success of Mission's programs.

Mission operates most of their programs in a traditional fashion. In the case of aquatics, youth and adult, youth camps, youth programs (some), special events, and rentals, the employees providing these programs are part-time City staff. They earn an hourly wage and are supervised by full-time recreation staff. In the case of group exercise classes, personal training, and martial arts the individuals offering programs are contract employees. The benefit of using contractors for these types of programs is that there is incentive for the contractor to maximize their class size. The percentage split between the contractor and City does not change, but the more people that participate, the more the contractor makes. While advantageous for the contractor, it creates challenges for the City in that group exercise classes are highly profitable and can be a focus in increasing the overall cost recovery level.

As the City implements the master plan, it will be important to continue to monitor the percentage that the contractors are making in comparison to other organizations. It may also be advantageous for the City to see if it is possible to offer a fitness pass that would allow individuals to choose from a variety of fitness classes to attend on an ala carte basis.

The other programs run by City staff need to continue to be evaluated on multiple levels. The first level is participation, ensuring that classes being offered should in fact be offered. Too often agencies continue to offer programs "just because" when in reality the program is no longer running cost-efficiently. The second level is price. Staff needs to continue to benchmark program

price points to ensure they are maximizing revenue potential. The final consideration is location. Again, staff needs to ensure that programs are being offered in appropriate spaces in the facility.

It will be important for the staff to continue to stay on the cutting edge of recreation programming and facility operations. Encouraging staff to get outside of their comfort zone with programs and to look at what is going on in the private sector and with other public agencies is important. Attendance at local, regional and national level conferences to keep abreast of trends is important as they are challenged to continue to close the cost recovery gap.

The various markets that can be addressed through community center programs is listed in the trends section of this document. However, one segment that should be a focus for the community center is seniors, or older adults. Not only is this a population that is growing, their needs and expectations are changing. This demographic is staying active longer, and want to participate in programs alongside younger counterparts. The challenge is finding and developing successful programs. Some agencies take an approach of cross-generational education. The best example is that of technology and having the youth in the community help older adults with their smart phones and computers.

Finally, core program offering within recreation is drop-in use of the facility. As the City moves forward with their cost recovery goal of 100%, they must be sure to maintain opportunities for drop-in recreation throughout the facility. Common feedback from facilities focused on 100% cost recovery includes the challenges associated with being able to use various portions of the facility as they see fit because of a lack of availability due to programming.

*Aquatic Center* – The City of Mission has made a significant investment in the outdoor aquatic center in the 2014 re-design and reconstruction. In making those changes, the City also improved its market position with regards to outdoor aquatics. The City currently has the "newest" facility and that novelty should be capitalized upon through continued maintenance to keep the facility as close to new condition as possible and continuing to be creative with programming, including specialty events targeting the specific user.

The City will undoubtedly consider ways to make the facility as financially viable as possible. While a large part is weather-dependent each season, there are things that the City can do to ensure revenue is maximized. For example, the City will want to continue participating in the Super Pass program, evaluate hours of operations, evaluate staffing, maintain a strong summer swim team, and continue to offer traditional programs such as swim lessons, group exercise, and water walking. Additionally, the City will want to investigate and potentially implement new revenue-generating programs such as yoga on pool deck, in-water pilates/yoga, stand-up paddle boarding, and cross training on the pool deck/in water.

The City should look to ramp up aquatic programming during the summer. Within the aquatic industry there is the appeal of participating in programs outdoors. That outdoor programming should be capitalized upon. Opportunities for outdoor programming include exercise programs outside on the pool deck. Programs that other agencies have had success in bringing to outdoor pool decks include yoga, boot camp classes, and utilizing slide towers as training areas. The point is to be creative and capitalize on currently successful programs.

The City should continue to operate the facility in house. There is often a temptation to contract out the operations of an outdoor pool. If the City did not have the indoor pool facility that option might be more attractive. However, given the investment in both indoor and outdoor aquatic facilities, continuing to operate the outdoor pool in-house seems most cost-efficient.

It was recommended that staff monitor the community center's hours and participation numbers, in order to consider potential adjustments in the hours of operation. The same should be done at the outdoor pool. Tracking how many people are using the facility at various times of the day allows for fluctuation in operating hours and staffing levels. Because of the design of the outdoor pool, it also allows for adjustments in which amenities are available at specific times of the day. There is nothing that says all amenities have to be open all the time.

It is also recommended to continue with the season schedule that is in place. The "water-fall" schedule method opening at Memorial Day and closing on Labor Day, but having modified hours when school is in session is consistent with industry standards, especially in the Midwest.

The City should also look for unique program and membership opportunities at the outdoor pool. Those could include, but are not limited to, multi-sport training passes, morning water-walking memberships, etc.

*Parks* – The overall programming levels in the parks should be expected to increase. A noticeable area where the City does little programming is in the area of youth sports. The main reason is the lack of available space. Currently, the fields that the City maintains are rented for practices by youth sports organizations. As the master plan is implemented and parks are reconfigured, those uses would expect to continue. It is also strongly recommended that the City evaluate the rental agreements that are in place and make necessary changes. One area the City should review relates to granting exclusive use of practice fields, primarily because of the limited inventory.

As the master plan is implemented, there is significant potential for drop-in use of the parks to increase. Use of walking/biking trails (a significant desire expressed in the survey) and use of playgrounds and shelters will also increase. As a result, the City should also anticipate an increase in rentals and rental requests. In line with programs and membership, the City will want to make

sure that the fees charged are consistent with the market. Also, the number of available rental hours and total rentals should be tracked and reported.

Finally, it was touched on briefly in aquatics with bringing inside programs out, but there should also be an emphasis on bringing inside programs out into the parks. This exposes current program participants to the park inventory and also builds on programming that is already successful.

**Facility Inventory and Analysis Forms and Matrix**

The facility inventory and analysis found in the following appendix section are a summary of the findings, conditions, strengths and opportunities seen in each park facility during the evaluation process. The pertinent information, regarding overall site conditions and their ratings from each inventory evaluation, are summarized within the matrix found at the back of this appendix section. Combining the ratings for each park into a single summary matrix allows the user to see where the most need is between parks and throughout the overall system.

# FACILITY INVENTORY

**Name of Site:** Andersen Park

**Date Completed:** January 16, 2015

**Completed By:** Hank Moyers

## 1. SITE LOCATION:

Andersen Park is located in south-central Mission on the north side of West 61st Street and Woodson Road adjacent to Mission City Hall and the Mission Family Aquatic Center.

**6000 W. 61st St.**

## 2. GENERAL SITE DESCRIPTION:

Age: **60 Years**
Size: **2 Acres**
Classification: **Neighborhood Park**

Andersen Park is a small neighborhood park adjacent to the Mission Family Aquatic Center and Mission City Hall. This well shaded park contains passive use amenities such as sidewalks and shelters along with active amenities such as tennis courts and playgrounds.

## 3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

| | | | | | |
|---|---|---|---|---|---|
| Drinking Fountain: | **0** | Playgrounds: | **- / Neos in good condition** | | |
| Benches: | **-** | Tennis Courts: | **-** | | |
| Landscape: | **0** | Barbeque Grills: | **0** | Outdoor Racquetball Courts: | **0** |
| Picnic Shelters: | **-** | Trash Cans: | **-** | Trails: | **-** |

**RATING KEY**
- **+** Excellent Condition
- **0** Good Condition
- **-** Needs Improvement

## 4. STRENGTHS AND OPPORTUNITIES:

**Strengths:** Andersen Park is a medium sized neighborhood park which is supported by its adjacencies to the Mission Family Aquatic Center. The large trees provide needed shade around the playground and shelter areas. Open lawn spaces provide opportunities for practices and city events such as the Backyard Campout held on site each year.

**Opportunities:** Andersen Park is a highly used neighborhood park. Tennis Court removal and relocation should be considered as the creek along the western side of the site creates maintenance issues. Eliminating the tennis courts on this site would open additional space allowing for new structures and site amenities. Removal and replacement of older playground elements along with the wood mulch surfacing is needed along with sidewalk renovations to meet accessibility guidelines. Signage is needed to give the park identity as a City of Mission park. Residents have also identified sand volleyball and bocce as potential improvements for the site.

## 5. ACCESSIBILITY RATING (SCALE OF 1 TO 5):

Rating: **3**

Andersen Park has good connectivity to the Mission Family Aquatics Center and surrounding neighborhoods as well as vehicular connections to the adjacent parking lot. ADA accessibility is an issue with sidewalks and playground facilities inside the park.

## 6. GENERAL NOTES:

% Floodplain: **0**
Maintenance Schedule: **Weekly**
Active/Passive: **Passive**

## 7. PHOTO INVENTORY:

**Image 1:** The two tennis courts on site are in need of extensive repairs.

**Image 2**: The two existing shelters on the site are in need of maintenance or replacement.

**Image 3:** Existing playgrounds on site are in need of replacement and surfacing to meet ADA accessibility guidelines.

**Image 4:** Older sidewalks on site are in need of replacement and adjustments to meet accessibility standards. Additional connections are needed to drinking fountains, playgrounds and other site amenities.

**Image 5:** Aerial site photo providing a perspective of Andersen Park amenities.

# FACILITY INVENTORY

**Name of Site:** Broadmoor Park

**Date Completed:** January 16, 2015

**Completed By:** Hank Moyers

## 1. SITE LOCATION:

Broadmoor Park is located on the west side of Mission on the east side of Broadmoor Street about a ¼ mile north of Johnson Drive.

**5701 Broadmoor**

## 2. GENERAL SITE DESCRIPTION:

Age: **20 Years**
Size: **5 Acres**
Classification: **Neighborhood Park**

Broadmoor Park is a large neighborhood park which hosts a variety of activities throughout the year. Located along the western boundary of Mission, this park contains a variety of active and passive uses drawing visitors from adjacent office and residential areas.

## 3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

| | | | | | |
|---|---|---|---|---|---|
| Trail: | **0** | Picnic Shelter: | **0** | Barbeque Grills: | **0** |
| Benches: | **-** | Playgrounds: | **-** | Signage: | **0** |
| Landscape: | **0** | Soccer Fields: | **-** | | |
| Restrooms: | **0** | Softball Fields: | **0** | | |

**RATING KEY**
- **+** Excellent Condition
- **0** Good Condition
- **-** Needs Improvement

## 4. STRENGTHS AND OPPORTUNITIES:

**Strengths:** Broadmoor Park is surrounded by commercial buildings to the south and west of the site and residential housing to the north and east and provides good recreational opportunities to the community. The site is connected to surrounding pedestrian sidewalks and vehicular parking making it easily accessible to the community and a good location for the City's annual Summer Family Picnic.

**Opportunities:** An abundance of extra open space makes Broadmoor Park a good location for expansion of programming. Broadmoor Park holds the potential for relocated tennis courts or other upgraded athletic facilities. A former parking lot under the soccer field creates safety concerns as rocks find their way to the surface. This area should be renovated to create more opportunity for safe, usable rectangle/diamond space. Residents have identified sand volleyball courts, horseshoe pits, a dog park and an outdoor amphitheater as potential improvements for the site.

## 5. ACCESSIBILITY RATING (SCALE OF 1 TO 5):

Rating: **2**

This park provides pedestrian connections to surrounding neighborhood sidewalks and easy access and parking for vehicular traffic. The loop trail around the park provides easy access to the various elements and is ADA accessible. Additional effort should be made to enhance playground spaces and restrooms to meet current accessibility standards.

## 6. GENERAL NOTES:

% Floodplain: **0**
Maintenance Schedule: **Weekly**
Active/Passive: **Active**
Trail Distance: **.75 Miles**

## 7. PHOTO INVENTORY:

**Image 1:** Restroom facilities on site support larger gatherings, extended stays, and usage of the park.

**Image 2**: Softball backstops and surfacing provide a good opportunity to hold organized practices. Maintenance is needed to provide better dugout and field conditions.

**Image 3:** Educational signage alerts residents to bio-swale design and understanding filtration of stormwater on site. Renovation would promote better plant diversity.

**Image 4**: Aging playground structures and surfacing are in need of updating to meet ADA standards.

**Image 5:** The shelter structure on site is in need of maintenance. A larger shelter on site would support bigger community gatherings.

**Image 6**: Informal soccer fields support pick-up games and practices.

**Image 7**: Aerial site photo providing a perspective of Broadmoor Park's amenities.

# FACILITY INVENTORY

**Name of Site:** Mission Family Aquatic Center

**Date Completed:** January 16, 2015

**Completed By:** Hank Moyers

## 1. SITE LOCATION:

The Mission Family Aquatic Center is located in south-central Mission off of West 61st Street and Woodson Road between Mission City Hall and Anderson Park.

**5930 W. 61st St.**

## 2. GENERAL SITE DESCRIPTION:

Age: **1 Year**
Size: **1.5 Acres**
Classification: **Aquatic Center**

The Mission Family Aquatic Center serves as the only outdoor aquatics facility for the City. Located adjacent to City Hall in Andersen Park, this facility contains a variety of aquatic recreation amenities serving all ages.

## 3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

| | | | |
|---|---|---|---|
| Benches: | + | Sprayground: | + |
| Landscape: | + | | |
| Aquatics: | + | | |
| Restrooms/Office Building: | + | | |

**RATING KEY**
- **+** Excellent Condition
- **0** Good Condition
- **-** Needs Improvement

## 4. STRENGTHS AND OPPORTUNITIES:

**Strengths:** The Mission Family Aquatics Center provides both residents and non-residents with aquatic recreation activities, summer swim lessons, pool parties and organized swim clubs. This newer, state-of-the art facility adequately serves the needs of Mission residents.

**Opportunities:** As this aquatic center ages, on-going maintenance and scheduled upgrades should be considered to keep the facility as one that can attract visitors from a broader service area.

## 5. ACCESSIBILITY RATING (SCALE OF 1 TO 5):

Rating: **1**

The Mission Family Aquatic Center was designed to meet all current ADA guidelines for accessibility and is easily accessible to both vehicular and pedestrians with surrounding parking and trails connecting to this facility.

## 6. GENERAL NOTES:

% Floodplain: **0**
Maintenance Schedule: **Weekly**
Active/Passive: **Active**

## 7. PHOTO INVENTORY:

**Image 1:** Aerial site photo of Mission Family Aquatic Center.

# FACILITY INVENTORY

**Name of Site: Mohawk Park**

**Date Completed: January 16, 2015**

**Completed By: Hank Moyers**

## 1. SITE LOCATION:

Mohawk Park is located in south Mission off of West 67st Street. The park boundaries to the east and west are Horton Street and Lamar Avenue.

**67th and Lamar**

## 2. GENERAL SITE DESCRIPTION:

Age: **31 Years**
Size: **8 Acres**
Classification: **Neighborhood Park**

As the City's largest park site, this former school parcel is largely undeveloped with significant green space for pick up athletic events and practices. The school's parking lots still remain to support activities on the site.

## 3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

| | | | |
|---|---|---|---|
| Trail: | **+** | Soccer Field: | **0** |
| Benches: | **-** | Softball Field: | **-** |
| Landscape: | **0** | Parking Lots: | **0/-** |
| Playground: | **-** | | |

**RATING KEY**
- **+** Excellent Condition
- **0** Good Condition
- **-** Needs Improvement

## 4. STRENGTHS AND OPPORTUNITIES:

**Strengths:** The Mohawk Park site contains a softball backstop, playground and parking lots, but the majority of this site is relatively undeveloped and available for additional programs. Existing agreements with a local soccer club contribute to some field maintenance in exchange for first rights to use the facility for team practices. When available, open green spaces provide a good location for residents to practice and enjoy pick up athletic activities. The perimeter walking trail around the park was replaced in 2015 and serves residents with an opportunity to walk measurable distances.

**Opportunities:** Mohawk Park remains relatively open with only a few parking areas, a playground and trails within the park. This green space provides much needed practice facilities for organized athletic teams in Mission, however the site does not support extended use of the facility, primarily because of a lack of permanent restroom facilities. Restrooms and storage facilities should be considered for the site. Irrigation installation would assist with quicker recovery of over used fields and provide more opportunities for formal athletic field layouts. Resident polling has indicated a desire to provide restrooms, greenhouses, shelters and a dog park as potential improvements.

## 5. ACCESSIBILITY RATING (SCALE OF 1 TO 5):

Rating: **3**

This park provides pedestrian connections to surrounding neighborhood sidewalks and parking for vehicular traffic. Several trail loops around the park make most areas of the park accessible. Additional effort should be made to enhance playground spaces to meet current accessibility standards.

## 6. GENERAL NOTES:

% Floodplain: **0**
Maintenance Schedule: **Weekly**
Active/Passive: **Active**
Trail Distance: **.4 Miles**

## 7. PHOTO INVENTORY:

**Image 1:** Playgrounds and surfacing are in need of replacement to meet current ADA standards.

**Image 2**: The open play field provides a good location for local residents in the surrounding neighborhood to hold practices and gatherings.

**Image 3:** The backstop provides residents with opportunities to hold practices and unorganized games.

**Image 4**: The perimeter asphalt walking trail was replaced in 2015.

**Image 5:** Mohawk Park remains relatively undeveloped and provides a good location for local teams to practice.

# FACILITY INVENTORY

**Name of Site:** Park on Beverly

**Date Completed:** January 16, 2015

**Completed By:** Hank Moyers

## 1. SITE LOCATION:

The Park on Beverly is located in central Mission across from the Sylvester Powell, Jr. Community Center on the east side of Beverly Avenue.

**5935 Beverly**

## 2. GENERAL SITE DESCRIPTION:

Age: **12Years**
Size: **.5 Acres**
Classification: **Pocket Park**

This pocket park contains an arbor structure and seating and is located across from the Sylvester Powell, Jr. Community Center site.

## 3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Benches: **-**
Landscape: **0 Landscape/- Trees**
Pergola: **-**

**RATING KEY**
- **+** Excellent Condition
- **0** Good Condition
- **-** Needs Improvement

## 4. STRENGTHS AND OPPORTUNITIES:

**Strengths:** The Park on Beverly provides a good location for spill over community activities and other activities associated with the Sylvester Powell, Jr. Community Center. This passive recreation space provides a picnic table and a pergola around one edge of the park to shade users.

**Opportunities:** This small pocket park needs additional sidewalk connections to surrounding parking lots and sidewalks to improve connectivity. Additional programming should be considered to support surrounding amenities such as the Community Center and Johnson Drive. Residents have identified community gardens, greenhouses, outdoor theaters and playgrounds as potential improvements they would like to see.

## 5. ACCESSIBILITY RATING (SCALE OF 1 TO 5):

Rating: **5**

The sidewalks along the Park on Beverly do not currently connect for pedestrian traffic; however vehicular parking surrounds the site supporting the community center. This park is not currently accessible based on current ADA standards and efforts to provide accessible connections should be made.

## 6. GENERAL NOTES:

% Floodplain: **0**
Maintenance Schedule: **Weekly**
Active/Passive: **Passive**
Trail Distance: **0 Miles**

## 7. PHOTO INVENTORY:

**Image 1:** The existing pergola along the southeast corner of the park supports small gatherings.

**Image 2**: Sidewalk connections are needed to make the space more accessible

# FACILITY INVENTORY

**Name of Site:** Pearl Harbor Park

**Date Completed:** January 16, 2015

**Completed By:** Hank Moyers

## 1. SITE LOCATION:

Pearl Harbor Park sits at the southeast corner of the intersection of Maple Street and Martway Street in southeast Mission.

**Martway and Maple**

## 2. GENERAL SITE DESCRIPTION:

Age: **12 Years**
Size: **.25 Acres**
Classification: **Pocket Park**

Pearl Harbor Park is a memorial located in southwestern Mission commemorating the events at Pearl Harbor and the survivors who reside in Mission and the KC metro area.

## 3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

| | |
|---|---|
| Benches: | **0** |
| Landscape: | **0** |
| Pergola: | **-** |

**RATING KEY**
- **+** Excellent Condition
- **0** Good Condition
- **-** Needs Improvement

## 4. STRENGTHS AND OPPORTUNITIES:

**Strengths:** This park is the only memorial within Mission commemorating a significant national event. Local residents who survived this event have contributed to this memorial and actual memorabilia has been gathered for public viewing.

**Opportunities:** Overall, Pearl Harbor Park is in good condition. Improvements and maintenance are needed to the pergola over the memorial as well as the retaining walls on site. Additional landscape could be added to accent the memorial site and provide additional shade.

## 5. ACCESSIBILITY RATING (SCALE OF 1 TO 5):

Rating: **4**

This site occupies a small corner adjacent to a recently renovated office building. There are minimal pedestrian connections to the site and existing slope along the roadway makes ADA accessibility difficult.

## 6. GENERAL NOTES:

% Floodplain: **0**
Maintenance Schedule: **Weekly**
Active/Passive: **Passive**

## 7. PHOTO INVENTORY:

**Image 1:** The block retaining walls around the memorial site need maintenance.

**Image 2**: Black granite memorial marker.

**Image 3:** The monument includes a piece of steel from a battleship at Pearl Harbor with diagrams and photos of the ships.

**Image 4**: The pergola over the monument is in need of additional maintenance.

# FACILITY INVENTORY

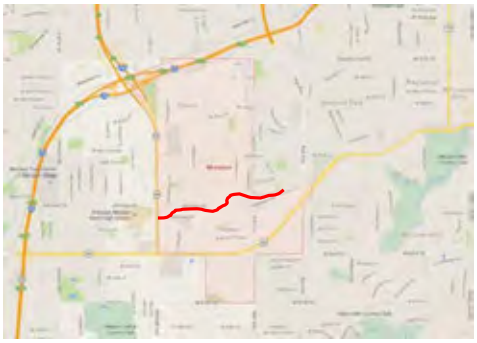
**Name of Site: Rock Creek Trail**

**Date Completed:**

**Completed By: Hank Moyers**

## 1. SITE LOCATION:

The Rock Creek Trail extends between Mission's eastern and western borders. The trail runs between the Target located at Metcalf and 61st Street, through a residential area, north on Lamar to Martway through Mission to the trail's end at Martway and Roeland Drive.



## 2. GENERAL SITE DESCRIPTION:

Age: **9 Years**
Size: **N/A**
Classification: **Linear Trail**

The Rock Creek Trail serves as the City of Mission's only linear trail connecting east and west Mission through its 1.67 mile distance.

## 3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Trail: **0**
Benches: **0**
Landscape: **0**

**RATING KEY**
**+** Excellent Condition
**0** Good Condition
**-** Needs Improvement

## 4. STRENGTHS AND OPPORTUNITIES:

**Strengths:** This trail provides one of the few opportunities for pedestrians to be connected across the city for a measurable distance for both biking and running. The trail also provides connections between residential, commercial, and open spaces along its route.

**Opportunities:** The City has explored expanding its trail network to provide residents more opportunities to exercise and move throughout the city. Future expansion should be considered to provide connections to schools, downtown Mission and other locally significant facilities.

## 5. ACCESSIBILITY RATING (SCALE OF 1 TO 5):

Rating: **1**

The Rock Creek Trail provides residents with many opportunities to access this amenity along the 1.67 miles and is the longest trail run in the City of Mission. The trail connects pedestrians to green spaces, residential and commercial uses along its route and provides a major East/West connection through Mission.

## 6. GENERAL NOTES:

% Floodplain: **0**
Maintenance Schedule: **Weekly**
Active/Passive: **Passive**
Trail Distance: **1.67 Miles**

## 7. PHOTO INVENTORY:

**Image 1:** The Rock Creek Trail provides residents access to a number of green spaces and parks along its route and provides a major East/West connection through Mission.

**Image 2**: The trail provides residents with many opportunities to access this amenity along the 1.67 miles and is the longest trail run in the City of Mission.

# FACILITY INVENTORY

**Name of Site:** Streamway Park

**Date Completed:** January 16, 2015

**Completed By:** Hank Moyers

## 1. SITE LOCATION:

Streamway Park is located in northwest Mission off of Foxridge Drive. The park overlooks and is bounded on the north by I-35 and to the west by Metcalf Aveue.

**51st & Foxridge**

## 2. GENERAL SITE DESCRIPTION:

Age: **30 Years**
Size: **5 Acres**
Classification: **Neighborhood Park**

Streamway Park is one of the larger neighborhood parks within the City's parks system. This park is also the only park within Mission with a heavily wooded character and tremendous views overlooking I-35 and Metcalf Ave. The passive use park currently contains .4 miles of paved trails looping around the facility.

## 3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

| | | | |
|---|---|---|---|
| Trail: | **0/-** | Bridge: | **-** |
| Benches: | **-** | Parking/Access Drive: | **-** |
| Landscape: | **0** | | |
| Picnic Shelter: | **0** | | |

**RATING KEY**
- **+** Excellent Condition
- **0** Good Condition
- **-** Needs Improvement

## 4. STRENGTHS AND OPPORTUNITIES:

**Strengths:** This wooded green space is truly the hidden gem of Mission's park system, providing many opportunities to expand service and program offerings.

**Opportunities:** Streamway Park provides an opportunity to create a local nature center, environmental learning and interpretive center. The woodland character provides Mission with an opportunity to draw in patrons from the region to "escape" the city. Woodland playgrounds, interpretive signage, woodland soft surface trails, pavilions, and overlooks could all be incorporated as potential programming elements. Resident input has shown a desire for improved trails, a nature center, and disc golf as potential improvements within Streamway Park.

Rating: **4**

The rustic nature of Streamway Park and its location make it difficult to access. There are no pedestrian connections to the surrounding community and vehicular access drives are hard to find off of the private drive leading to the park. Once on site, pedestrian walkways are not accessible based on current ADA standards and pathways connecting to shelters and other site amenities are needed.

## 6. GENERAL NOTES:

% Floodplain: **0**
Maintenance Schedule: **Weekly**
Active/Passive: **Passive**
Trail Distance: **.4 Miles**

## 7. PHOTO INVENTORY:

**Image 1:** The existing park shelter provides locations for small group gatherings.

**Image 2**: The existing pedestrian bridge crossing has been temporarily patched; however significant safety concerns warrant full bridge replacement.

**Image 3:** Existing trails provide a nice walk through the trees. Pavement along the trail needs to be patched to

**Image 4**: Fencing around the site has been compromised and pathways off of the paved trails can be seen

**Image 5:** Aerial photo of the Streamway Park trails and woodland areas. This relatively undisturbed park provides many opportunities to incorporate a variety of facilities and programs not currently offered by the City of Mission

# FACILITY INVENTORY

**Name of Site: Sylvester Powell, Jr. Community Center**

**Date Completed:**

**Completed By: Hank Moyers**

## 1. SITE LOCATION:

Sylvester Powell, Jr. Community Center is located just south of downtown Mission off of Martway Street and Beverly Avenue.

**6200 Martway Street**

## 2. GENERAL SITE DESCRIPTION:

Age: **16/11 Years**
Size: **78,779 Square Feet**
Classification: **Community Center**

The Sylvester Powell, Jr. Community Center located in south central Mission, contains a variety of amenities including indoor aquatics, child care center, meeting rooms, two gymnasiums, racquetball, walking track, cardio and weight equipment areas.

## 3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

| | | | | | |
|---|---|---|---|---|---|
| Indoor Aquatics: | **0** | Racquetball Courts: | **+** | Cycling Room: | **0** |
| Gymnasiums: | **0** | Walking Track: | **0** | Weight Room: | **0** |
| Child Care Rooms: | **0** | Cardio Equipment: | **0** | | |
| Meeting/Community Rooms: | **+** | Adult Lounge: | **+** | | |

**RATING KEY**
- **+** Excellent Condition
- **0** Good Condition
- **-** Needs Improvement

## 4. STRENGTHS AND OPPORTUNITIES:

**Strengths:** The Sylvester Powell Jr. Community Center is the most popular/ highly used facility and offers programs and services for all age groups. The center serves as a gathering space for many Mission residents and provides athletic, classes, party rooms and meeting space for both residents and visitors throughout the Kansas City metropolitan area.

**Opportunities:** The City of Mission should investigate upgrades to the aquatic center, re-organization of meeting rooms to provide better programming opportunities and the addition of an outdoor playground space to support the childcare center. Further study should also be done to look at potential support of the community center programming at the Park on Beverly.

## 5. ACCESSIBILITY RATING (SCALE OF 1 TO 5):

Rating: **1**

Sylvester Powell Jr. Community Center is a fully ADA compliant community center offering visitors of all abilities the opportunity to use the full facility. The facility is easily accessible to both pedestrians and vehicular traffic.

## 6. GENERAL NOTES:

% Floodplain: **0**
Maintenance Schedule: **Weekly**
Active/Passive: **Active + Passive**

## 7. PHOTO INVENTORY:

**Image 1:** The south entry lobby, one of two entry points serves as the primary entry into the Community Center.

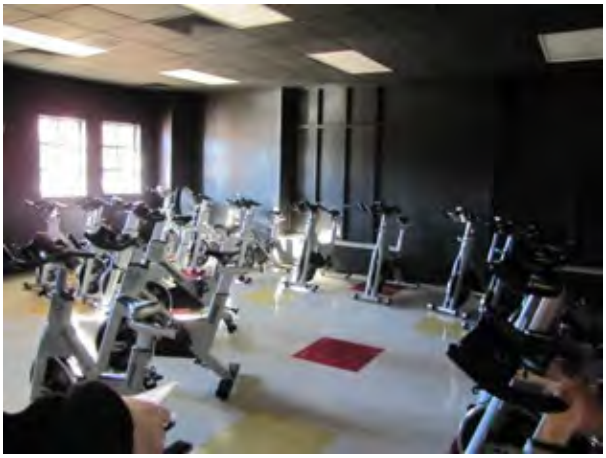


**Image 2**: The cycling room supports 6+ classes per week and is in good shape to handle the demand from Mission residents.

**Image 3:** The adult lounge space serves local residents and provides a location for daily gathering.

**Image 4:** The aquatics center serves residents indoor aquatics needs with pools, a lazy river, water slide and sauna.

**Image 5:** The child care room located adjacent to the front desk on the south side of the building.

**Image 6:** Two racquetball courts look out onto one of the gym floors.

**Image 7:** The cardio equipment room serves resident needs and leased equipment is regularly updated.

**Image 8:** Weight equipment in the weight rooms is updated regularly.

**Image 9:** The north gymnasium is the newer of the two gyms and provides an indoor playground, volleyball and pickleball courts in addition to basketball.

**Image 10:** The banquet meeting rooms provide flexibility to house multiple meetings at the same time with partition walls, full A/V set-ups in each room and a kitchen to support catered events.

# FACILITY INVENTORY

**Name of Site:** Waterworks Park

**Date Completed:** January 16, 2015

**Completed By:** Hank Moyers

## 1. SITE LOCATION:

Waterworks Park is located in north central Mission off of West 53rd Street, West of Outlook Street.

**53rd & Woodson**

## 2. GENERAL SITE DESCRIPTION:

Age: **45 Years**
Size: **3 Acres**
Classification: **Neighborhood Park**

Waterworks Park is a medium sized neighborhood park serving residents in northern Mission. This heavily utilized facility accommodates both spill over activities from the adjacent Rushton Elementary School and surrounding neighborhoods. The park provides a wide variety of program elements, including athletic fields, playground facilities, trail loops and picnic shelters.

## 3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

| | | | | | |
|---|---|---|---|---|---|
| Trail: | **0** | Soccer Field: | - | Parking: | - |
| Benches: | - | Softball Field: | - | | |
| Landscape: | **0** | Playgrounds: | - | | |
| Grills: | **0** | Picnic Shelter: | - | | |

**RATING KEY**
- **+** Excellent Condition
- **0** Good Condition
- **-** Needs Improvement

## 4. STRENGTHS AND OPPORTUNITIES:

**Strengths:** Waterworks Park provides a wide range of amenities for all ages and includes connections to the adjacent school. Large green open spaces provide opportunities to support multiple user groups at one time.

**Opportunities:** This park is owned by Johnson County Water District #1, and opportunities for improvements are limited because of the shallow water storage tanks located throughout the site. Improvements identified for this park include updated playground, an updated shelter with restrooms, pavement improvements for pathways and bocce ball courts.

## 5. ACCESSIBILITY RATING (SCALE OF 1 TO 5):

Rating: **3**

Waterworks Park is well connected to the surrounding neighborhood sidewalk system and vehicular with parking on the south side of the park. ADA accessibility is an issue with trails inside the park not meeting accessibility standards for access to the park shelters, trails in need of maintenance and playgrounds that are inaccessible due to wood mulch surfacing.

## 6. GENERAL NOTES:

% Floodplain: **0**
Maintenance Schedule: **Weekly**
Active/Passive: **Active**
Trail Distance: **.3 Miles**

## 7. PHOTO INVENTORY:

**Image 1:** Playgrounds and surfacing at Waterworks park are heavily used and need replacement

**Image 2**: The backstop provides a nice amenity for a pick-up practice or game, but the field needs significant work to be usable for organized athletic events.

**Image 3:** Trails through the park provide a good connection to the adjacent school and the large open areas provide opportunities to host a wide variety of activities

**Image 4**: The shelter provides a good gathering space, but is in need of maintenance. The open play field provides a good location for local residents in the surrounding neighborhood to hold practices and gatherings.

**Image 5:** Parking, trails, playgrounds, shelters and open green spaces make Waterworks Park one of the most heavily used facilities in Mission. Improvements are limited by the water district as water supply tanks are located below the park's surface.

**Amenity Preference Results – Public Meeting Input**

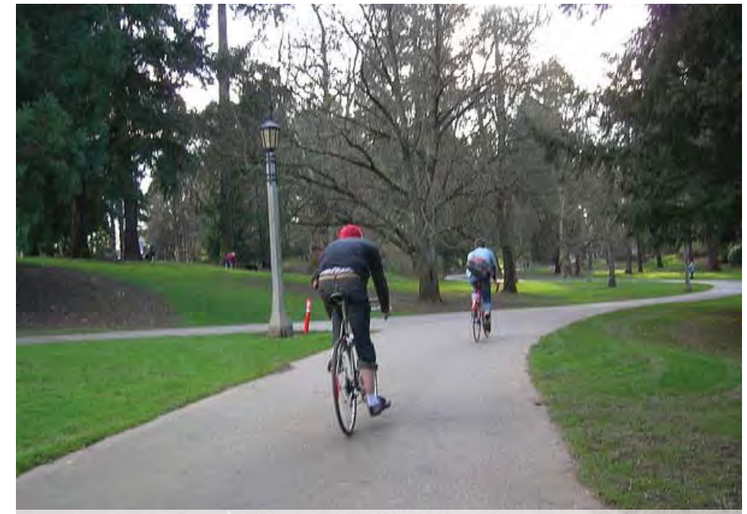
The ensuing graphics are a summary of process documentation and feedback received during public meetings. This information is not considered statistically valid, as it is only a small sampling of community preference; however, these preferences were taken into account as part of a larger subset of additional information, leading towards the recommendations included in the implementation matrix.

| | Facility Name | Land Acres | Trail Loop (Mi.) | Accessibility Rating | Activities: General | | | | | | | | | | | | | | | Activities: Passive | | | | | Activities: Active | | | | | | | | | | | | Notes |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | Entry Signage/Gateways | Parking/Access Drives | Turf/Landscape | Trails (Paved and Nature) | Playgrounds | Picnic Shelters | Handicap Accessibility | Benches | Trash Receptacles | Drinking Fountains | Restrooms | Grills | Picnic Tables | Pergola | Public Art | Ponds/Creek/Lake | Bridge | Horseshoe Pits | Bocce Courts | Baseball/Backstop | Softball | Football | Rectangular Fields | Open Space/Athletic Play | Basketball/Multi-Use Court | Tennis Court | Pickleball Court | Volleyball Court | Swimming Pools | Splash Pads | |
| Community Center | Sylvester Powell, Jr. Community Center | | | 1 | 0 | + | 0 | | | | + | | 0 | 0 | + | | | | | | | | | | | | | | + | | + | + | 0 | | | | |
| Neighborhood Park | Anderson Park | 2 | | 3 | | 0 | 0 | - | 0/- | - | - | - | - | 0 | | 0 | - | | | | | | | | | | | | | - | | | | | | | |
| | Broadmoor Park | 5 | 0.75 | 2 | 0 | - | 0 | 0 | - | 0 | 0 | - | - | | 0 | 0 | - | | | | | | | | 0 | | - | | | | | | | | | | |
| | Mohawk Park | 8 | 0.4 | 3 | | 0/- | 0 | + | - | | - | - | - | | | | 0 | | | | | | | | - | | 0 | | | | | | | | | | |
| | Park on Beverly | 0.5 | | 5 | | | 0/- | - | | | - | - | - | | | | - | - | | | | | | | | | | | | | | | | | | | |
| | Pearl Harbor Park | 0.25 | | 4 | 0 | | 0 | | | | 0 | 0 | | | | | | - | | | | | | | | | | | | | | | | | | | |
| | Streamway Park | 5 | 0.4 | 4 | 0 | - | 0 | 0/- | | 0 | - | - | - | | | 0 | - | | | 0 | - | | | | | | | | | | | | | | | | |
| | Waterworks Park | 3 | 0.3 | 3 | | - | 0 | 0 | - | - | 0 | - | - | | | 0 | - | | | | | | | | - | | - | | | | | | | | | | |
| | Martway and Broadmoor | 0.75 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Farmer's Market | 1 | | | | + | 0 | | | | 0 | - | - | | | | | | | | | | | | | | | | | | | | | | | | |
| Pools | Mission Family Aquatic Center | 1.5 | | 1 | + | + | + | | | | + | + | + | + | + | | + | | | | | | | | | | | | + | | | + | + | | | | |
| Trails | Rock Creek Trail | | 1.67 | 2 | | | 0 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Note: This analysis does not include facilities or service levels generated by private entities/parks facilities.

1. Farmer's Market

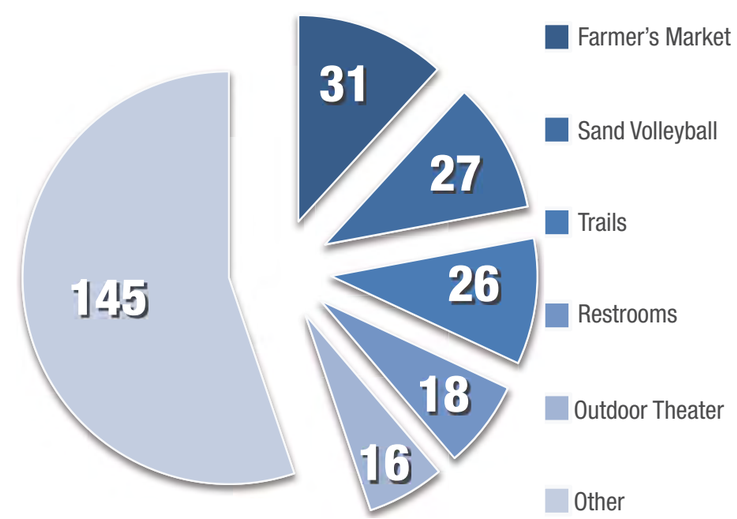
2. Sand Volleyball



3. Trails

4. Restrooms

5. Outdoor Theater



6. Nature Center

7. Community Garden

8. Bocce-ball Court

9. Ice Rink

10. Dog Park

11. Horseshoe Pits

12. Shelter

13. Disc Golf

14. Playground

15. Water Fountain

16. Public Art

17. Soccer/Football

18.Outdoor Exercise

●●●●●

19. Basketball Court

●●●●●

20. Greenhouse

●●●●

21. Skate Park

●●●●

22. Sprayground

●●●

23. Tennis Court

venyooz.com

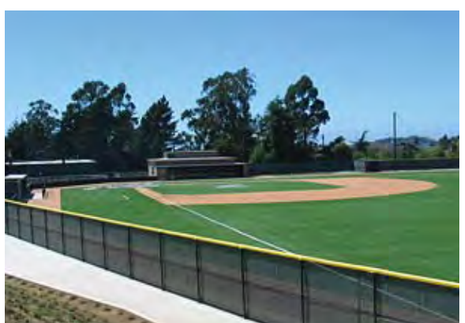
●●●

24. Zip-Line

●●●

25. Picnic Area

●●●



26. Baseball/Softball

●●

27. Pickle Ball Court

●●

28. Sandbox

●

29. Memorial Garden

●

## TOP 5 SELECTIONS

### Restrooms

### Soccer/Football

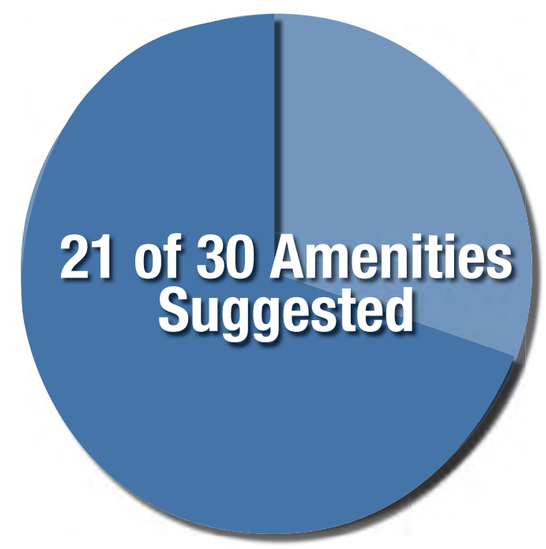
### Greenhouse

### Shelter

### Dog Park

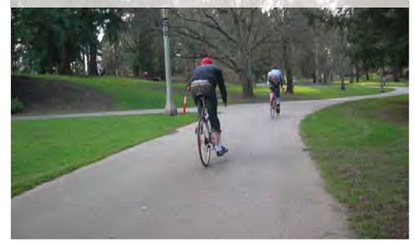
## AMENITIES SUGGESTED

- Sand Volleyball
- Trails
- Restrooms
- Outdoor Theater
- Nature Center
- Community Garden
- Ice Rink
- Dog Park
- Shelter
- Playground
- Water Fountain
- Public Art
- Soccer/Football Fields
- Basketball Court
- Outdoor Exercise
- Greenhouse
- Skate Park
- Sprayground
- Baseball/Softball Field
- Sandbox
- 55+ Citizen Homes



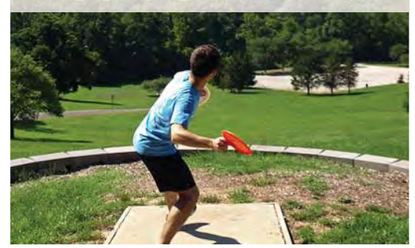
## TOP 5 SELECTIONS

### Trails



### Nature Center

### Disc Golf

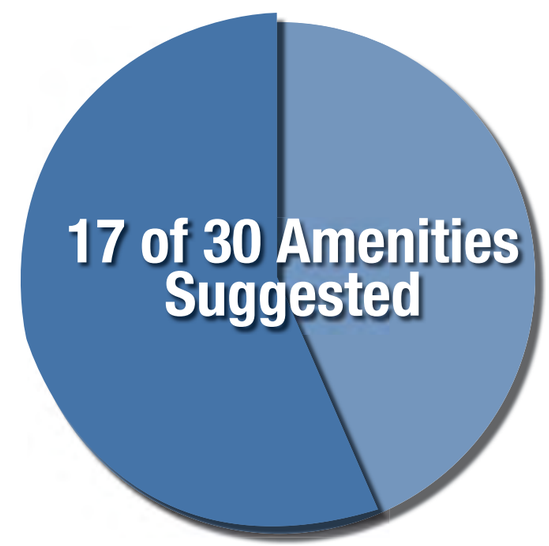


### Dog Park

### Restrooms

## AMENITIES SUGGESTED

- Sand Volleyball
- Trails
- Restrooms
- Outdoor Theater
- Nature Center
- Community Garden
- Bocce-ball Court
- Dog Park
- Horseshoe Pits
- Shelter
- Disc Golf Course
- Playground
- Water Fountain
- Public Art
- Skate Park
- Zip Line
- Picnic Area



## TOP 5 SELECTIONS

### Sand Volleyball

### Horseshoe Pits

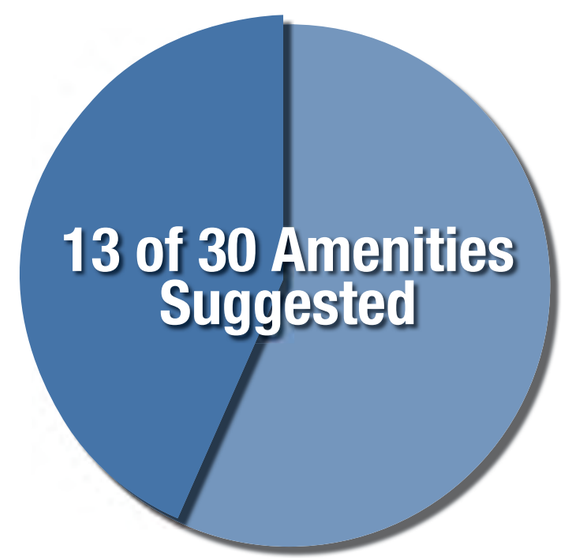
### Farmer's Market

### Dog Park

### Outdoor Theater

## AMENITIES SUGGESTED

- Restrooms
- Ice Rink
- Horseshoe Pits
- Trails
- Outdoor Theater
- Dog Park
- Tennis Court
- Pickle Ball Court
- Sand Volleyball Court
- Nature Center
- Community Garden
- Disc Golf Course
- Farmer's Market

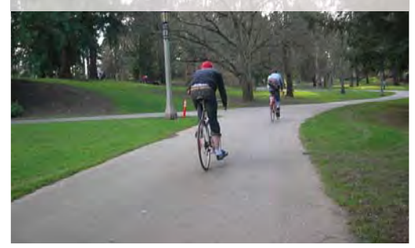


## TOP 5 SELECTIONS

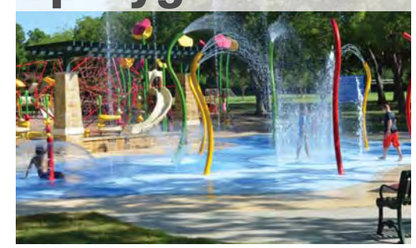
### Bocce-ball Court

### Restrooms

### Trails



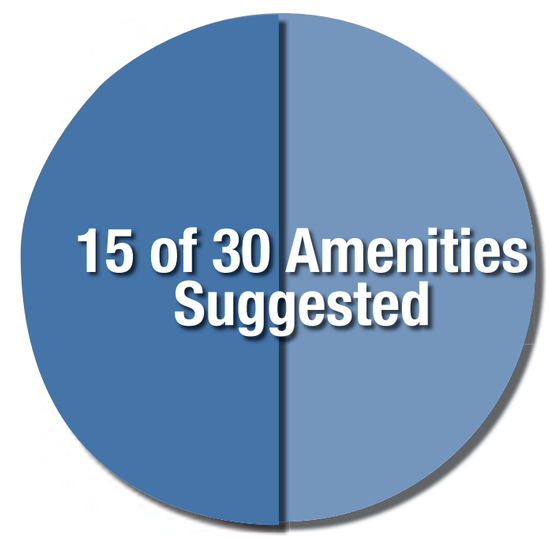
### Spraygrounds



### Basketball Court

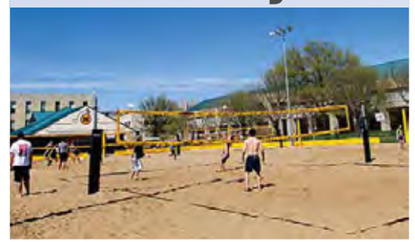
## AMENITIES SUGGESTED

- Sand Volleyball
- Trails
- Restrooms
- Nature Center
- Bocce-ball Court
- Shelter
- Playground
- Soccer/football Fields
- Basketball Court
- Outdoor Exercise
- Greenhouse
- Sprayground
- Picnic Area
- Pickle Ball
- Badminton



## TOP 5 SELECTIONS

### Sand Volleyball



### Outdoor Theater

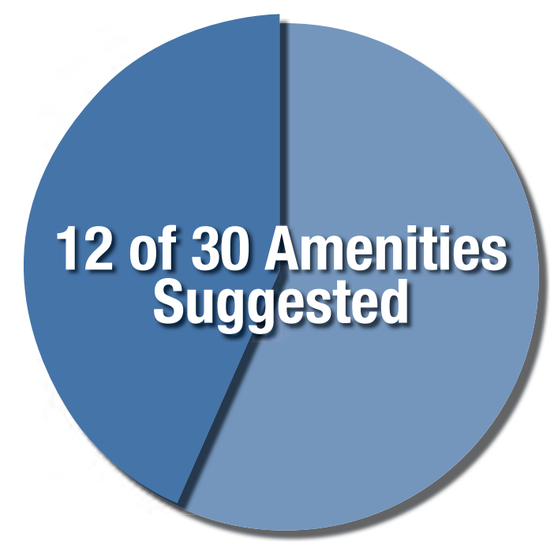
### Bocce-ball

### Basketball Court

### Facility Upgrade

## AMENITIES SUGGESTED

- Farmer's Market
- Sand Volleyball
- Restrooms
- Outdoor Theater
- Bocce-ball Court
- Ice Rink
- Shelter
- Basketball Court
- Outdoor Exercise
- Skate Park
- Tennis Court
- Zip Line



## TOP 5 SELECTIONS

### Farmer's Market

### Comm. Garden

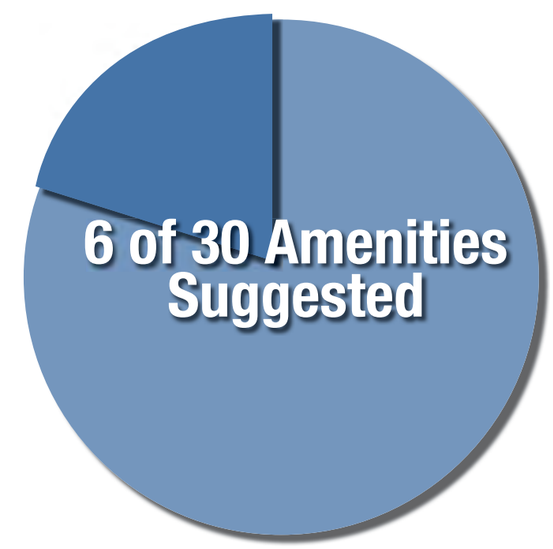
### Greenhouse

### Outdoor Theater

### Playground

## AMENITIES SUGGESTED

Farmer's Market
Outdoor Theater
Community Garden
Bocce-ball Court
Playground
Greenhouse



## TOP SELECTIONS

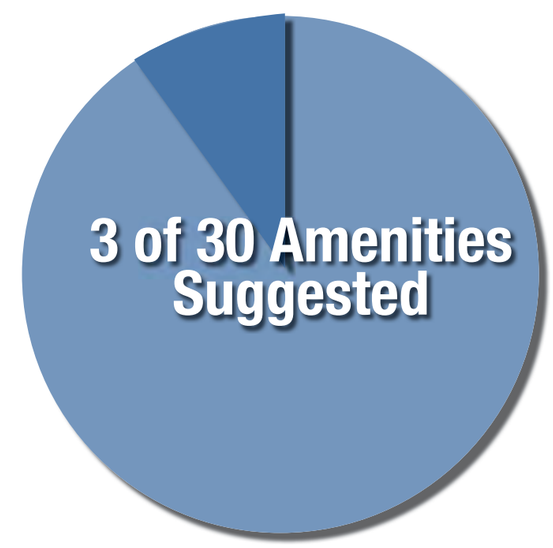
### Memorial Garden

### Horseshoe Pits

### Shelter

## AMENITIES SUGGESTED

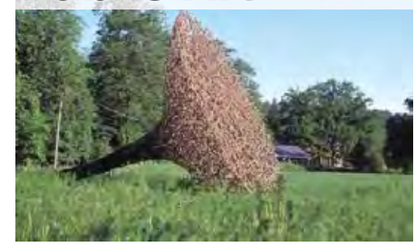
Horseshoe Pits
Shelter
Memorial Garden



## TOP SELECTIONS

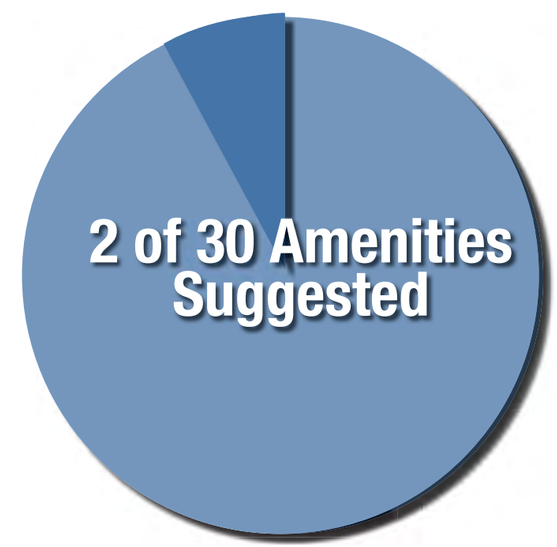
**Horseshoe Pits**

**Public Art**



## AMENITIES SUGGESTED

Horseshoe Pits
Public Art



| City of Mission | Item Number: | 2. |
|---|---|---|
| ACTION ITEM SUMMARY | Date: | 5/27/2016 |
| PUBLIC WORKS | From: | Danielle Murray & Glen Cole |

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

**RE:** Safe Routes to School Phase I Study

**RECOMMENDATION:** Approve the Resolution adopting the Safe Routes to School Phase I Study.

**DETAILS:** In 2014, the City was awarded $20,000 in federal funding by MARC to perform a Safe Routes to School Phase I study. The Safe Routes to School (SRTS) program seeks to "substantially improve the ability of primary and middle school students to walk and bicycle to school safely." Programs recommended by these studies generally fall into one of four categories:

- **Encouragement:** activities to persuade students to try walking and biking such as achievement/award programs and walking school buses.
- **Education:** a curriculum that teaches students about the benefits of walking and biking for their personal health and the well-being of the environment as well as age appropriate strategies for safety.
- **Engineering:** physical changes to the walking and biking environment surrounding schools and neighborhoods. This focuses on reducing speeds and creating safe crossings and facilities for walking or biking.
- **Enforcement:** uses laws to educate drivers and ensure the safety of children.

Olsson Associates, in cooperation with City staff, performed the study over the 2015 school year for Rushton and Highlands elementary schools and Horizons and SM North high schools.The process involved public meetings, stakeholder interviews, presentations and outreach events at each school, walking audits, as well as professional engineering studies. The completed study, attached, recommends new programs and infrastructure to support student walking and biking. Tom Worker-Braddock with Olsson Associates will present the study's findings.

The City Council accepts study results for implementation by adopting a Resolution of Support. The action does not obligate the City to any specific course of action, but is important to demonstrate the City's commitment to future projects that may be eligible for outside funding.

**CFAA IMPACTS/CONSIDERATIONS:** The study's recommendations will significantly improve the ease and safety of non-vehicle travel in the school area for all users, especially for school-aged children. This directly supports the Communities for All Ages checklist, which states that the City should "consider the needs of persons of all ages in the siting, design, and development of public spaces [...including…] walkways [and] streetscapes", and that the City should "plan and construct bike and pedestrian facilities to maximize use and safety for all users."

| | |
|---|---|
| Related Statute/City Ordinance: | N/A |
| Line Item Code/Description: | N/A |
| Available Budget: | N/A |

**RESOLUTION NO. _____**

**A RESOLUTION SUPPORTING THE RECOMMENDATIONS OF MISSION'S SAFE ROUTES TO SCHOOL PHASE I STUDY.**

**WHEREAS,** the Federal Safe Routes to School program is a framework of education, encouragement, infrastructure and enforcement strategies that help make walking and bicycling to school safer and more attractive to children, and is a proven, effective approach to increasing the number of children actively traveling to school by foot or bike; and

**WHEREAS,** the safety of students is of paramount importance to the City, and the City currently provides crossing guards and dedicated traffic patrols to enhance the safety of students traveling to and from the City's schools, and;

**WHEREAS,** two goals of Mission's current Comprehensive Plan are to "establish a pedestrian friendly environment encouraging healthy lifestyles" and to "provide for a citywide system to balance alternative travel modes with auto travel, allowing for safe, efficient, and convenient bicycle travel within Mission and connecting to destinations within the City and region," and;

**WHEREAS,** the City's completion of the Johnson Drive Redevelopment Project created a bicycle-friendly and pedestrian-friendly corridor through the center of Mission, and further bicycle and pedestrian improvements throughout the City can multiply the value of this investment, and;

**WHEREAS,** the City's 2015 DirectionFinder citizen survey found that over 80% of residents believed the City should make pedestrian friendly improvements, the single highest scoring item in the Transportation section of the survey, and;

**WHEREAS,** pursuing and implementing a comprehensive Safe Routes to School program can increase the safety of pedestrians and bicyclists traveling to and from the City's schools and, additionally, can further advance the City's aforementioned goals, and;

**WHEREAS,** in 2014, the City applied for and received financial assistance from Mid-America Regional Council on behalf of the Kansas Department of Transportation and the United States Department of Transportation to conduct a Safe Routes to School Phase I study that would "identify strategies that will improve the ability of students to walk and bicycle to school safely" for consideration by Mission's City Council, and;

**WHEREAS,** after consultation with those partners and stakeholders in the community who share the City's interest in protecting student safety and enhancing the ability of students to walk and bicycle to school, the Safe Routes to School Phase I study team has completed their work and presented a set of findings and recommendations for adoption as the policy of the City of Mission and future pursuit by the Mission City Council.

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

**Section 1.** The Mission City Council thanks the Safe Routes to School Phase I Study participants for their diligent work, and supports their findings and recommendations.

**Section 2.** The City will continue to partner with Shawnee Mission School District, neighboring cities, and stakeholders in the community to realize the full benefits of the Safe Routes to School program and, by doing so, strengthen the quality of life of Mission's students, families, and neighborhoods.

**Section 3.** The City Administrator is directed to include the study's recommended infrastructure improvements in the annual Community Improvement Program resolution, and, during the preparation of the 2017 budget, to prepare and present options for programming and implementing these improvements in future years.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION** this 15th day of June 2016

**APPROVED BY THE MAYOR** this 15th day of June 2016.

_____
Steve Schowengerdt, Mayor

ATTEST:

_____
Martha Sumrall, City Clerk

CITY OF MISSION KANSAS

# Safe Routes to School

*Phase I Study*

***MAY 2016***

OLSSON ASSOCIATES

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# Acknowledgments

The City of Mission Safe Routes to School Phase I Study was produced with the guidance, support, and participation of the following people and organizations:

The Mayor and City Council of Mission, Kansas
Shawnee Mission School District
Mid-America Regional Council
Kansas Department of Transportation

| | |
|---|---|
| Laura Smith | City of Mission Administration |
| Danielle Murray | City of Mission Community Development |
| Glen Cole | City of Mission Administration |
| James Gorham | City of Mission Neighborhood Services |
| John Belger | City of Mission Public Works |
| Kirk Lane | City of Mission Police |
| Nilo Fanska | City of Mission Neighborhood Services |
| Trey Whitaker | City of Mission Public Works |
| Principal Lea Ann Combs | Highlands Elementary |
| Principal Amy Simeonov | Rushton Elementary |
| Principal Paul Colwell | Horizons High School |
| April Beffer | Horizons High School |
| Assoc. Principal Annette Gonzales | Shawnee Mission North High School |
| Jill Raiford | Johnson County Government |
| Michael Spadafore | Kansas Department of Transportation |
| Allison Smith | Kansas Department of Transportation |
| Highlands Elementary PTA | |
| Rushton Elementary PTA | |
| AJ Farris | Olsson Associates |
| Erin Hogan | Olsson Associates |
| Jeff McKerrow | Olsson Associates |
| Jessica Das | Olsson Associates |
| Jon Moore | Olsson Associates |
| Paul Moore | Olsson Associates |
| Todd Fredericksen | Olsson Associates |
| Tom Fulton | Olsson Associates |
| Tom Worker-Braddock | Olsson Associates |

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# Executive Summary

Walking and biking to school has dramatically declined over the past generation for kids in the United States. In 1969, 48 percent of children, age five to fourteen, usually walked or biked to school. By 2009, this percentage dropped to 13 percent[1]. Childhood obesity rates over the same period have risen significantly, from seven percent to seventeen percent[2]. The cause of this drop in walking or biking to school is linked to land use and development patterns that serve as obstacles to walking; roadway design that prioritize vehicular speed and mobility over considerations for pedestrian; and an increased cultural expectation that children should be bussed or driven to school.

In response to these trends, Congress established a national Safe Routes to School program in 2006 to improve the number of children walking and biking between home and school. Safe Routes to School projects and programs are intended to be comprehensive and combine five different components, which are commonly referred to as the **five E's:**

- **Evaluation:** Monitoring data, trends, and outcomes before and after intervention.
- **Engineering:** Improving physical infrastructure surrounding schools that reduce vehicular speed and potential vehicular-pedestrian/bicycle conflicts, and improve the safer and more accessible sidewalks, crossings, bike facilities, or trails.
- **Education:** Teaching children, parents, and staff about the broad range of transportation choices, and important walking and bicycling safety skills; as well as educating drivers on safety in school zones.
- **Encouragement:** Organized events or activities to promote walking and biking.
- **Enforcement:** Partnering with law enforcement to improve compliance of speeds, yielding to pedestrians, and community enforcements such as crossing guard programs.

By studying and implementing programs that span these multiple disciplines, cities can best increase the safety and attractiveness of walking and biking for students. Improving the ability for students to walk and bike to school will increase students' physical activity, improve their health, and provide them a greater sense of independence.

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[1] *How Children get to School; School Travel Patterns from 1960 to 2009.* Prepared by the National Center for Safe Routes to School, November 2011.
[2] Flegal, K.M., Carroll, M.D., Ogden, C.L., & Curtin, L.R. (2010). Prevalence and trends in obesity among U.S. adults, 1999-2008. *Journal of the American Medical Association, 303,* 235-241

In 2014, the City applied for and received federal financial assistance to conduct a Safe Routes to School study that would evaluate opportunities for increasing walking and biking among the four schools that serve students in Mission:

- Highlands Elementary School – 6200 Roe Avenue, Mission, KS
- Rushton Elementary School, 6001 West 52nd Street, Mission, KS
- Horizons High School, 5900 Lamar Avenue, Mission, KS
- Shawnee Mission North, 7401 Johnson Drive, Overland Park, KS

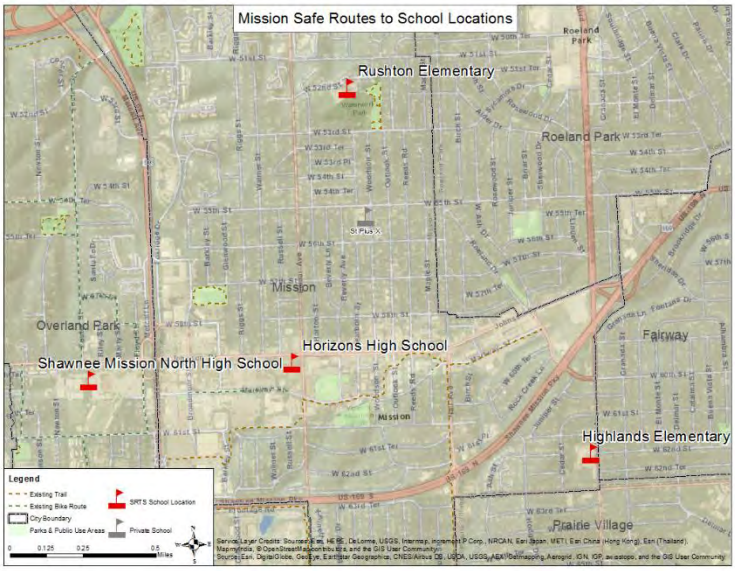


*Figure 1 Mission Safe Routes to School study sites*

The City selected Olsson Associates in 2015 to serve as the project consultant. In cooperation with City staff, Olsson performed bicycle and pedestrian counts and organized public outreach efforts over the 2015 – 2016 school year. Together, the study team and the school community helped identify and evaluate those programmatic changes or infrastructure improvements that would make walking or biking safer and more enjoyable. This report presents the results of the study, including a summary of the team's activities and their recommendations.

While the study is directed to decision-makers at the City of Mission and the Shawnee Mission School District, the participation of other actors will be necessary to implement the study's recommendations. These may include neighboring cities, including the City of Overland Park and the City of Prairie Village; other government agencies, such as Johnson County and the Kansas City Area Transportation Authority; and the continued participation of community stakeholders, parents, staff, and students.

## School Reports

Pedestrian and bicycle counts were conducted at each school, as well as a workshop where parents, students, and staff were invited to provide information about the walking and bicycling needs to city staff and the consultant team. As part of this workshop, participants conducted a walking audit in the streets and neighborhoods immediately around each school. Team members also conducted stakeholder interviews and outreach with PTAs, school administrators, and the Johnson County health department.

Each school's section presents:

- A description of the school, its surroundings, and any unique conditions;
- A map showing surrounding sidewalk coverage (based on City of Mission data);
- Bicycle and pedestrian counts that show where students travel to and from;
- The outcomes of public engagement held for the subject school, and;
- A list of proposed improvements, with narrative and exhibits.

## Recommendations

This study recommends **12** programming improvements and **22** infrastructure improvements at a total estimated cost of **$593,000.** An itemized list of recommendations is presented in each school's section as well as narrative and justification.

*Table 1 Summary of Recommendations by School*

| Summary of Recommendations by School | | | |
|---|---|---|---|
| **School** | **Programming** | **Infrastructure** | **Est. Costs** |
| Highlands Elementary | 5 | 7 | $233,000 |
| Rushton Elementary | 5 | 4 | $136,000 |
| Horizons High School | 1 | 5 | $86,000 |
| Shawnee Mission North High School | 1 | 6 | $138,000 |
| | | | |
| **Total** | **12** | **22** | **$593,000** |

**Programmatic recommendations** represent new or additional activities that can be performed by the City, the School District, or other community partners. They include programs that educate students about bicycling and walking and encourage them to do so through incentives or group programs. They may also include ongoing changes to policy or day-to-day behavior by an actor in the plan, such as opening / closing procedures or police speed enforcement. While these recommendations are often the lowest cost to implement, they require sustained effort to make a meaningful difference. In addition to the recommendations provided for each school, Appendix A provides some national program examples also suitable for local implementation.

**Infrastructure recommendations** involve changes to the physical environment pedestrians and bicyclists use to get to school. They are often the City's responsibility to implement, but other actors are occasionally responsible. Examples range from basic maintenance tasks –

such as repainting faded crosswalks – to significant capital expenditures, such as new sidewalks or re-configured intersections. Appendix B includes diagrams and preliminary estimates of costs for each infrastructure recommendation.

## Summary of Elementary School Recommendations

*Table 2 Highlands Elementary Recommendations*

| Highlands Elementary Recommendations | |
|---|---|
| Ensure snow and debris removal from schools and sidewalks | Programmatic |
| Consistently unlock gates to allow pedestrian entry through rear access | Programmatic |
| Identify champions and develop encouragement programs | Programmatic |
| Implement “walking school buses” and/or “bike trains” | Programmatic |
| Sponsor a bike rodeo for students | Programmatic |
| New sidewalk on the west side of Cedar St. from 63rd St. to 61st Terr. | $115,000 |
| Replace sidewalk at back south entrance, including connection to asphalt | $26,000 |
| Replace sidewalk at back north entrance between fences | $29,000 |
| New pedestrian crossing at south back entrance | $8,000 |
| New pedestrian crossing at north back entrance | $12,000 |
| New rectangular rapid flashing beacon at Nall and 63rd Terr.** | $24,000 |
| Reconfigure traffic island crossing at 63rd Terr. and Roe** | $19,000 |
| | |
| **Subtotal** | **$233,000** |
| *** Improvements are or may be in Prairie Village* | |

*Table 3 Rushton Elementary Recommendations*

| Rushton Elementary Recommendations | |
|---|---|
| Ensure snow and debris removal from schools and sidewalks | Programmatic |
| Evaluate opening the fire gate between The Falls and Riggs | Programmatic |
| Identify champions and develop encouragement programs | Programmatic |
| Implement “walking school buses” and/or “bike trains” | Programmatic |
| Sponsor a bike rodeo for students | Programmatic |
| Crosswalk upgrades on 52nd St. (two crossings) | $17,000 |
| Upgrade crosswalk at 53rd and Outlook | $33,000 |
| Stripe bike lane on Lamar from Shawnee Mission Pkwy. to Foxridge | $75,000 |
| Upgrade crosswalk at 51st St. and Woodson | $8,000 |
| | |
| **Subtotal** | **$136,000** |

## Summary of High School Recommendations

*Table 4 Horizons High School Recommendations*

| Horizons High School Recommendations | |
|---|---|
| Explore transit and bikesharing opportunities | Programmatic |
| Add pedestrian lighting on Lamar from Johnson Dr. to 51st St. (one side) | $19,000 |
| Optimize pedestrian signal timing at Johnson Dr. and Lamar Avenue | $1,000 |
| Optimize pedestrian signal at Shawnee Mission Pkwy. and Lamar | $1,000 |
| Add pedestrian refuge island on east leg of Shawnee Mission Pkwy. and Lamar Avenue | $30,000 |
| Complete crosswalks on west and north legs of Shawnee Mission Pkwy. and Lamar Avenue | $35,000 |
| | |
| **Subtotal** | **$86,000** |

*Table 5 Shawnee Mission North High School Recommendations*

| Shawnee Mission North High School Recommendations | |
|---|---|
| Explore transit and bikesharing opportunities | Programmatic |
| Upgrade bicycle racks** | $4,000 |
| Optimize pedestrian signal timing at 61st & Metcalf Ave. | $1,000 |
| Realign cross walk at south traffic island at Metcalf Lane & Johnson Dr.** | $10,000 |
| Realign cross walk at north traffic island at Metcalf Lane & Johnson Dr.** | $10,000 |
| Sidewalks on south side of Johnson Drive west of Broadmoor | $44,000 |
| Sidewalks on the west side of Broadmoor from Johnson Drive to Martway | $69,000 |
| | |
| **Subtotal** | **$138,000** |
| ** *Improvements are or may be in Overland Park* | |

## Next Steps

The City Council should direct staff to pursue the implementation of this study's recommendations, and begin to plan for capital improvements in the City's Community Investment Program (CIP). While many proposals may exist to improve student mobility and safety, these represent the highest priorities identified by the study team over the last year.

The City will continue to rely on its partners at the School District and in the community to successfully achieve the goals of Safe Routes to School, and it should continue to engage them periodically. This study should be the *next* step in creating a positive relationship among these diverse stakeholders for the benefit of students, and not the only step.

Funding assistance is available from a number of sources, primarily in the form of Federal transportation funding awarded by the Mid-America Regional Council on behalf of the Kansas Department of Transportation. Johnson County Health also informed the study team that small-scale funding is available that would be appropriate for some of the study recommendations.

This report necessarily focuses on the areas immediately surrounding each school and on proposing the highest impact changes that can promote student mobility and safety. However, the success of student walking and bicycling is in many ways dependent on the health of bicycle and pedestrian access citywide. For example, gaps in the sidewalk network between students and schools will remain an important topic even after all recommended improvements are constructed. Cities can perform an additional Safe Routes study focused on these links later, but often choose to approach this problem in a community-wide, systematic way:

- By adopting a **Complete Streets** policy. The policy's goal is to ensure that the City balances the needs of all street users as it develops the street network. In practice, this means that the City consistently plans for constructing pedestrian and bicycle improvements in tandem with street improvements, and often require projects to meet specific criteria if they do not include those improvements (e.g., the facilities would be unsafe or cost-prohibitive). These policies can help bridge missing links between students and schools over time.

- By pursuing a **bicycle and pedestrian connectivity plan.** Connectivity plans help to identify needs and establish priorities for investment and improvement throughout the community. They typically define key corridors and future key connection opportunities, and the City's desired level of service for users across various areas of the community. They may also begin to set policy as to what facilities (e.g., preferred sidewalk widths, shared-use trails, and bicycle lanes) will be built where (e.g. what facilities are appropriate for neighborhood streets?). The same improvements that benefit the community at-large will benefit students as well.

The balance of this report provides more detailed information on the study and analysis completed at each school, including the programmatic and infrastructure recommendations developed for each.

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# Highlands Elementary

Highlands Elementary is located at 6200 Roe Avenue, and had a 2015-2016 enrollment of 311 students. Roe Avenue fronts the school, and had a 2013 daily traffic count of 11,460 vehicles.

The majority of Highland's enrollment area currently is outside of Mission, generally to the east of both the city limit and the school. Mission represents 423 dwelling units, or 21.5%, of the 1964 dwelling units within the Highlands boundary. However, Highlands informally reports that a substantial number of Mission students transfer into the school each enrollment year. It is unclear if future changes to the District's transfer policy will reduce this volume in the future.

Bicycle and pedestrian counts were conducted on October 20th, 2015. More students walked or biked in the afternoon, than in the morning. 33 percent of students walked or biked home in the afternoon, compared to 27 percent of students walking or biking in the morning.

Most pedestrians or bicyclists accessed the school along 62nd Street from the east. 62nd Street feeds into a large residential neighborhood, and the presence of a pedestrian crossing signal and crossing guard at 62nd Street may entice walkers and bikers to feed into 62nd Street. Pedestrians and some bicyclists also accessed the school from the north and south along Roe Avenue. Finally, a smaller amount of users accessed the two back entrances of the school from Cedar Street.

Two separate sidewalk access corridors directly connect Highlands Elementary to the neighborhood west of the school. These access corridors travel between houses, and without them, students would have to walk completely around the school on adjacent streets to access the school from the front. The presence of these corridors greatly increases the appeal of walking to students west of the school.

The location of sidewalks within the City of Mission and around Highlands Elementary is shown on Figure 2. Pedestrian and bicycle counts are shown in Figure 3.

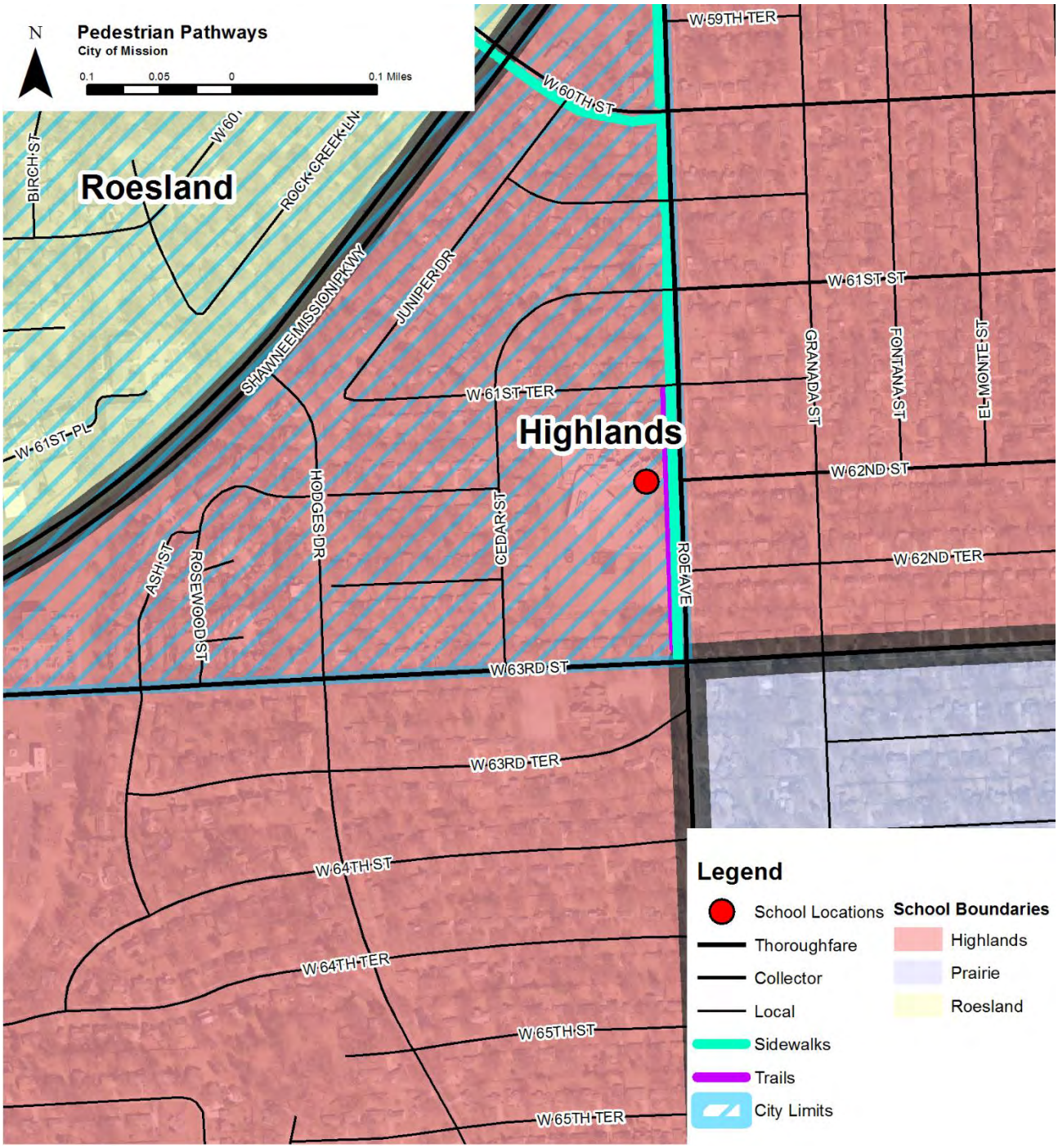


*Figure 2 Sidewalk inventory near Highlands Elementary.*
*Note: Data only available within Mission city limits.*

*Map Source: City of Mission*

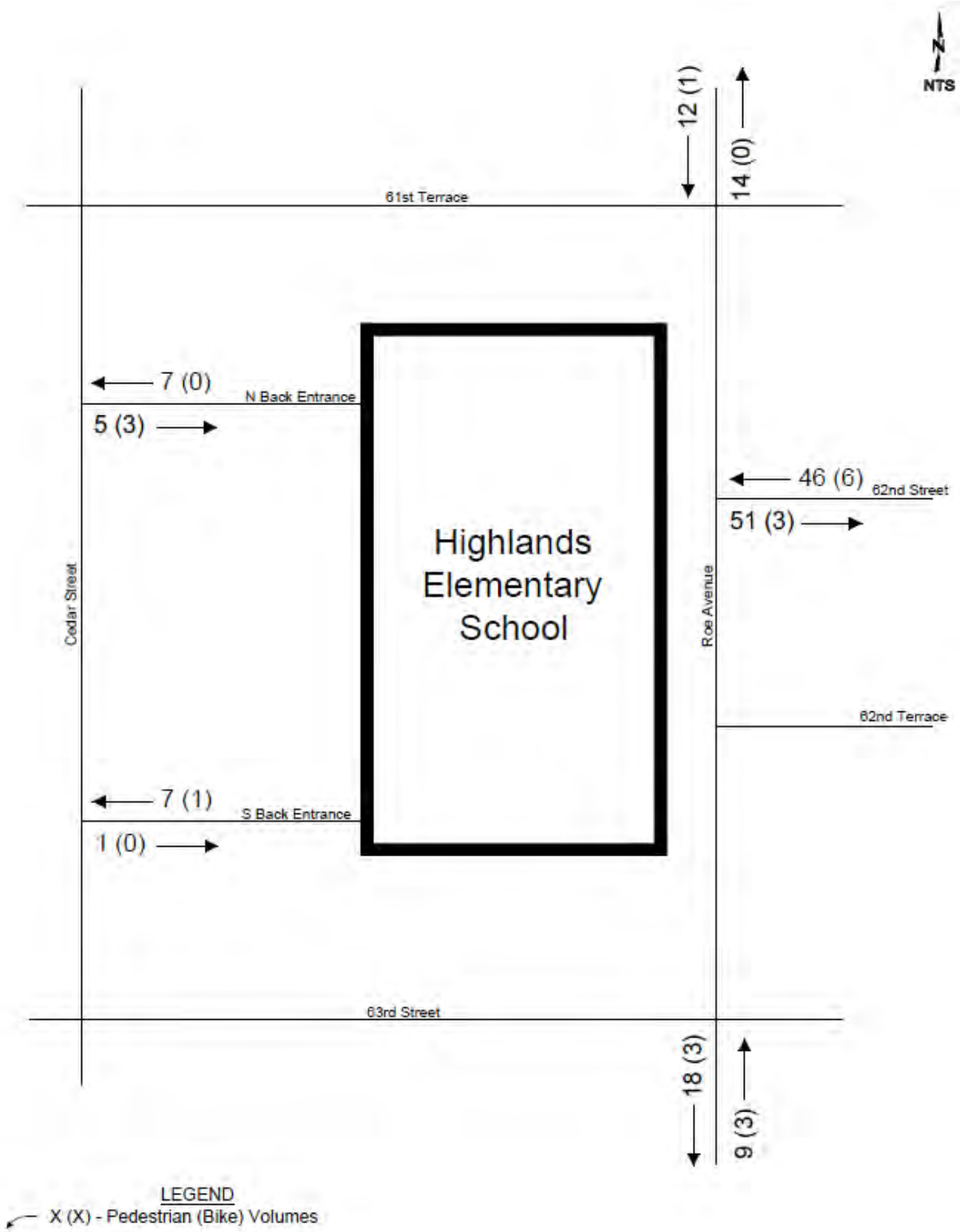


*Figure 3 Highlands Elementary walking and bicycling counts*

## Public Engagement

The study team engaged members of the Highlands Elementary community throughout their work. City and consultant team staff met with the PTA on November 2nd, 2015 to answer questions and collect preliminary input about the biking and walking needs of the school community. The PTA informed the study staff that the school has previously participated in the national Walk to School and Bike to School days.

A workshop was held on November 12th, 2015. Flyers were posted throughout the school and sent home inviting students, parents, and staff to attend. During the workshop, participants discussed active transportation needs and, using an aerial map, identified locations that parents, staff, and other stakeholders considered safe or unsafe, as well as routes that were safe, commonly used, or felt unsafe.

Workshop participants participated in a walking audit conducted immediately after the workshop. Members of the study team and the school's Principal reviewed walking conditions around the school.

*Figure 4 Highlands Safe Routes to School workshop*

*Figure 5 Highlands Elem. community members discussing locations*

*Figure 6 Highlands walking audit at Roe Avenue crosswalk*

*Figure 7 Highlands walking audit at rear of school, northern back entrance*

Notable comments from the Highlands public engagement sessions are summarized in Figure 8, and include:

- Lots of traffic on 63rd Street south of the school, and Roe Avenue.
- Lack of snow removal on some sidewalks / walking routes inside the school perimeter.
- Potential for pedestrian / vehicle conflicts at entry point of school.
- The two back entrances of the school from Cedar Street offer direct access to the school, but the sidewalk is in poor condition at various locations.
- There is no designated crossing across Cedar Street, or sidewalk along Cedar Street.
- Several streets surrounding the school lack sidewalks on either side and force students to walk along the street.

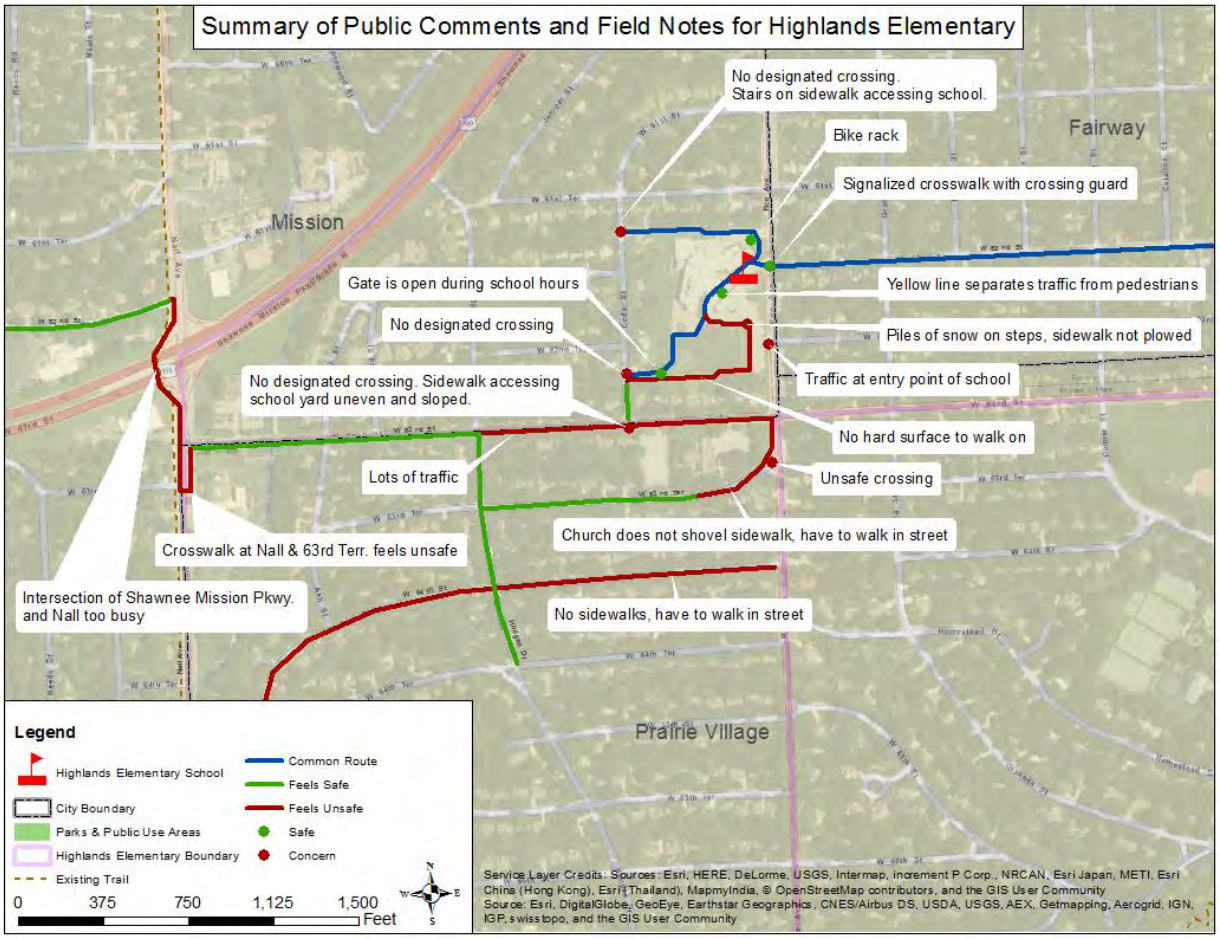


*Figure 8 Highlands Elementary public comments and walking audit notes*

## Recommendations Summary

*Table 6 Highlands Elementary Recommendations*

| Highlands Elementary Recommendations | |
|---|---|
| Ensure snow and debris removal from schools and sidewalks | Programmatic |
| Consistently unlock gates to allow pedestrian entry through rear access | Programmatic |
| Identify champions and develop encouragement programs | Programmatic |
| Implement “walking school buses” and/or “bike trains” | Programmatic |
| Sponsor a bike rodeo for students | Programmatic |
| New sidewalk on the west side of Cedar St. from 63rd St. to 61st Terr. | $115,000 |
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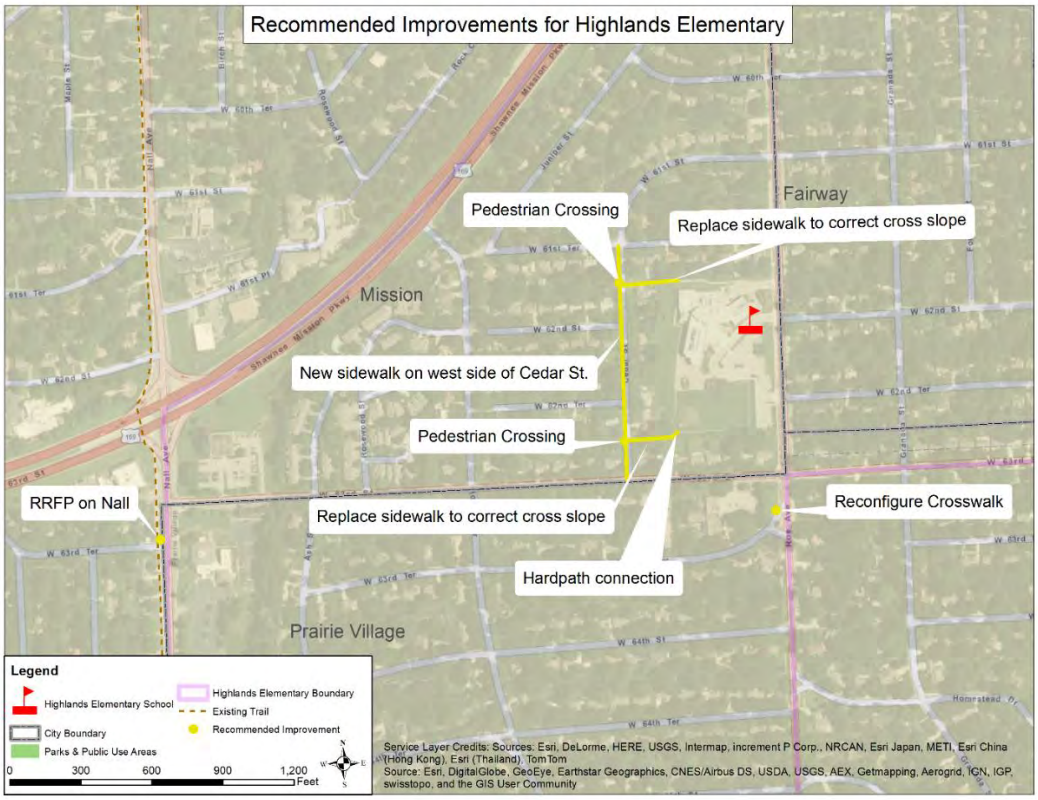


*Figure 9 Highlands Elementary recommended improvements*

## Programmatic Recommendations

**Ensure snow and debris removal from schools and sidewalks**

Students and parents mentioned piled snow or un-shoveled walks impeded paths during winter months. While not a significant issue at Highlands, some sidewalks were covered in dirt or leaves. Schools should ensure that sidewalks on their property are kept clear when school is in session that day. The City can target code enforcement activities near Highlands to ensure that sidewalks are being cleared in accordance with the City's ordinances. This is particularly important if sidewalk clearance is required a certain amount of time after a snowfall.

**Consistently unlock gates to allow pedestrian entry through rear access corridors**

Two sidewalks connect Highlands Elementary to Cedar Street. A fence with gates at these connection points surrounds Highlands. Students reported that the south gate is frequently unlocked, but not consistently so. The School District should ensure that these gates are open before and after school to allow students to access Highlands Elementary from Cedar Street.

**Identify champions and develop encouragement programs**

Highlands Elementary and community partners should identify or recruit local champions to promote walking and biking to school. This champion can be in the form of a parent volunteer, sub-committee of the PTA, or a citywide committee composed of staff/volunteers from multiple schools, the school district and city staff. The champion(s) or committee(s) would focus on developing policies for the schools and raising awareness about the benefits of active transportation among elementary students and their parents. The champion(s) or committee(s) would be responsible for organizing biking or walking to school events and programs that encourage active transportation. Appendix A is provided as a resource for schools and champions to identify common national programs that can be implemented locally.

*Figure 10 Banner outside a middle school encouraging walking and biking (Lawrence, KS)*

**Implement "walking school buses" and/or "bike trains"**

A "walking school bus" or "bike train" is an organized group of children and parents who meet in a specific location in order to walk or bike in a group to school.

**Sponsor a bike rodeo for students**

Highlands Elementary has an active student biking population, but also is bordered by streets with relatively heavy traffic that may make parents and children hesitant to bike to school. A school- or city-sponsored bike rodeo can teach children safe riding techniques, and is a way to promote biking to school to both children and parents.

*Figure 11 Bicycling to Highlands Elementary along Roe Avenue*

*Figure 12 Wave bike racks at Highlands Elementary*

*Note: Grid-style or wave-style bike racks are not recommended by the Association of Bicycling and Pedestrian Professionals (APBP), as these only provide one point of support on a bike which can lead to bike damage; and improper use results in lower bicycle capacity. "Inverted U" racks and other styles support multiple parts of a bicycle. Also see Figure 35.*

## Infrastructure Recommendations

**Replace sidewalks at back north and south access corridors**

The sidewalk condition on both access corridors at the rear of the school has deteriorated, including uneven sloping and rough concrete surfaces. The sidewalk of the south access corridor empties into the south athletic field, but leaves a gap of approximately 20 feet between the sidewalk and an asphalt path in the field. The ownership and responsibility for these paths is unclear, and further investigation will be required to determine if the City will need to acquire property or easements to properly implement this recommendation.

*Figure 13 Existing sidewalk through south access corridor*

**New pedestrian crossings at north and south access corridors across Cedar Street**

The sidewalk access corridors described above connect directly to Cedar Street. Fencing and vegetation obscure the access corridors themselves as well as the pedestrians exiting onto the street. No signs or street markings warn drivers of the presence of pedestrians. Signs should be installed that warn drivers of crossings. Additionally, wayfinding signs should be installed for pedestrians that communicate the intended use of these access corridors.

*Figure 14 Location of entrances to access corridors from Cedar Street*

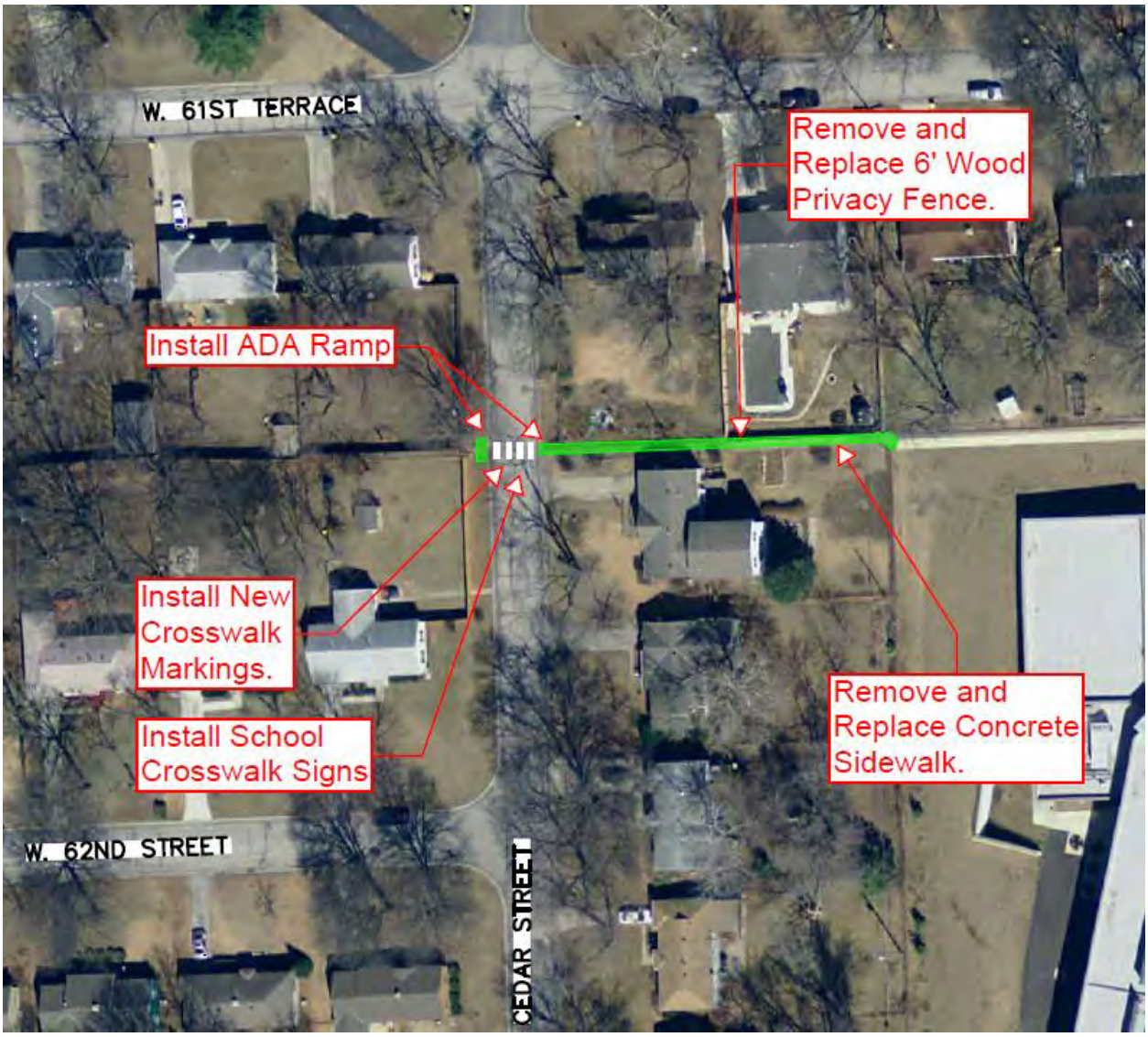


*Figure 15 North entrance - new crosswalk and replace sidewalk*

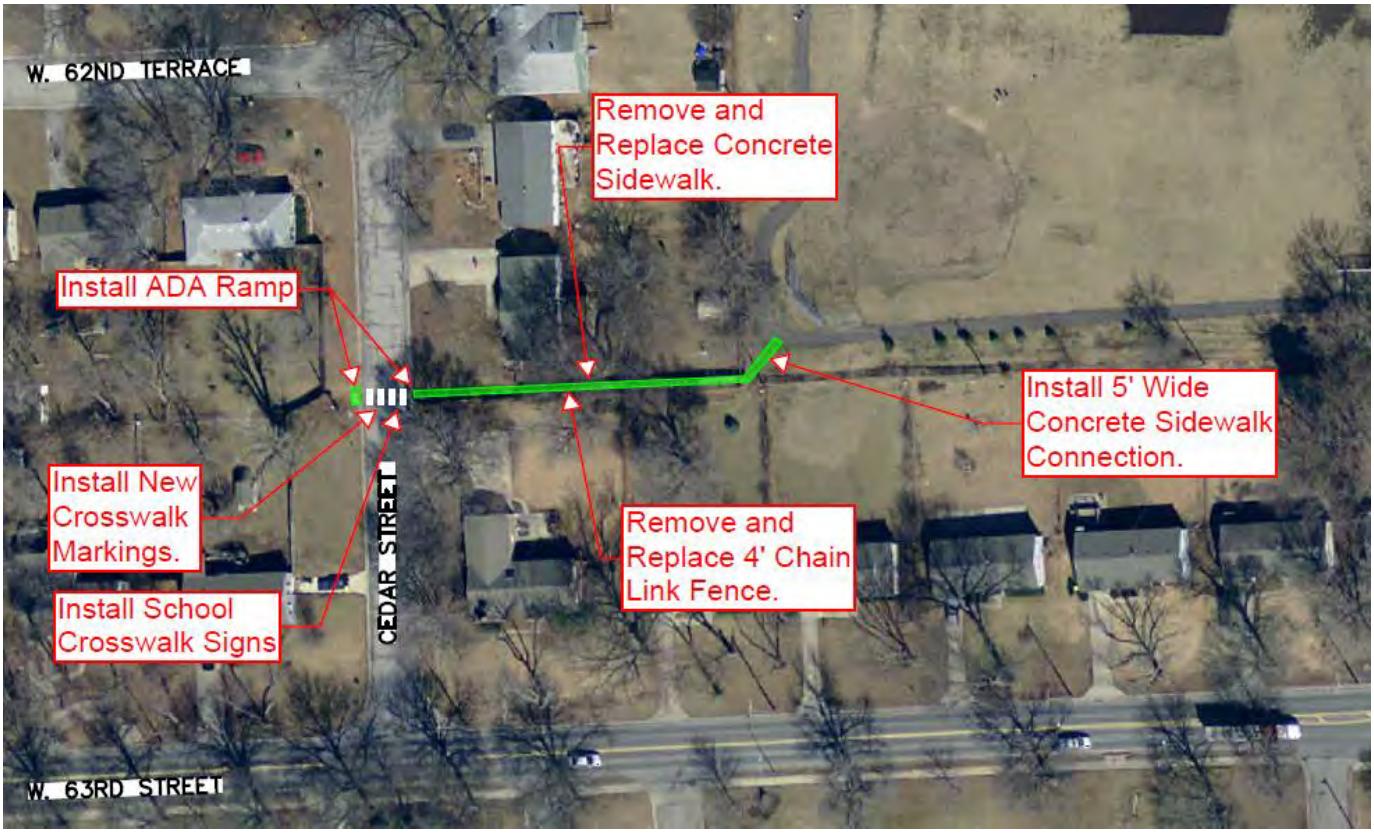


*Figure 16 South entrance - new crosswalk and replace sidewalk*

**New sidewalk on the west side of Cedar Street from 63rd Street to 61st Terrace.**

The two access corridors load directly onto Cedar Street. Even with the addition of designated crossings at the access corridors, pedestrians need a safe location to travel once they cross Cedar Street. A new sidewalk on the west side of Cedar Street from 63rd street to 61st Terrace would allow pedestrians from the area to travel safely to the access corridors. A crosswalk across 63rd Street with Rectangular Rapid Flashing Beacons (RRFB) would allow pedestrians on the south sidewalk on 63rd Street to safely access the new sidewalk on Cedar Street.

*Figure 17 New sidewalk along Cedar Street*

**New rectangular rapid flashing beacon at Nall Avenue and 63rd Terrance**

Nall Avenue at 63rd Terrace is a four-lane road with a designated crossing. The designated pedestrian crossing consists of northbound and southbound pedestrian crossing signs and paint. A median is present north of the crossing, but is not a pedestrian refuge where curb provides separation from vehicles on both sides of the crosswalk. Cars on Nall Avenue approaching this crossing, particularly from the south, can travel at high speeds and parents are apprehensive about making this crossing. A Rectangular Rapid Flashing Beacon, similar to those on Johnson Drive, would alert drivers when a pedestrian is actively using the crosswalk.

*Figure 18 Existing crosswalk at Nall Avenue and 63rd Terrace*

*Figure 19 Recommended RRFB location*

**Reconfigure traffic island crossing at 63rd Terrace and Roe Avenue**

At the intersection of 63rd Terrace and Roe Avenue, a traffic island directs vehicular traffic and provides a refuge for crossing pedestrians. Sidewalks and pedestrian ramps are present; however, the ramps are not aligned and cause pedestrians to take longer than necessary to cross. The ramp configuration may also decrease pedestrian's visibility to southbound traffic along Roe Avenue turning west onto 63rd Terrace. Re-positioning north south ramps on 63rd Terrace to align with the island ramp will increase pedestrian safety by reducing the crossing distance and by placing crossing pedestrians closer to Roe and clearly in a passing motorist's direct line of sight.

*Figure 20 Current pedestrian ramps at 63rd Terrace and Roe Avenue*

The wide, sweeping angle of this intersection may allow motorists exiting Roe to drive at a much higher speed than appropriate. In the future, the City should evaluate adding a raised crosswalk or narrowing the turning radius (i.e. closer to a 90-degree right turn) to slow traffic.

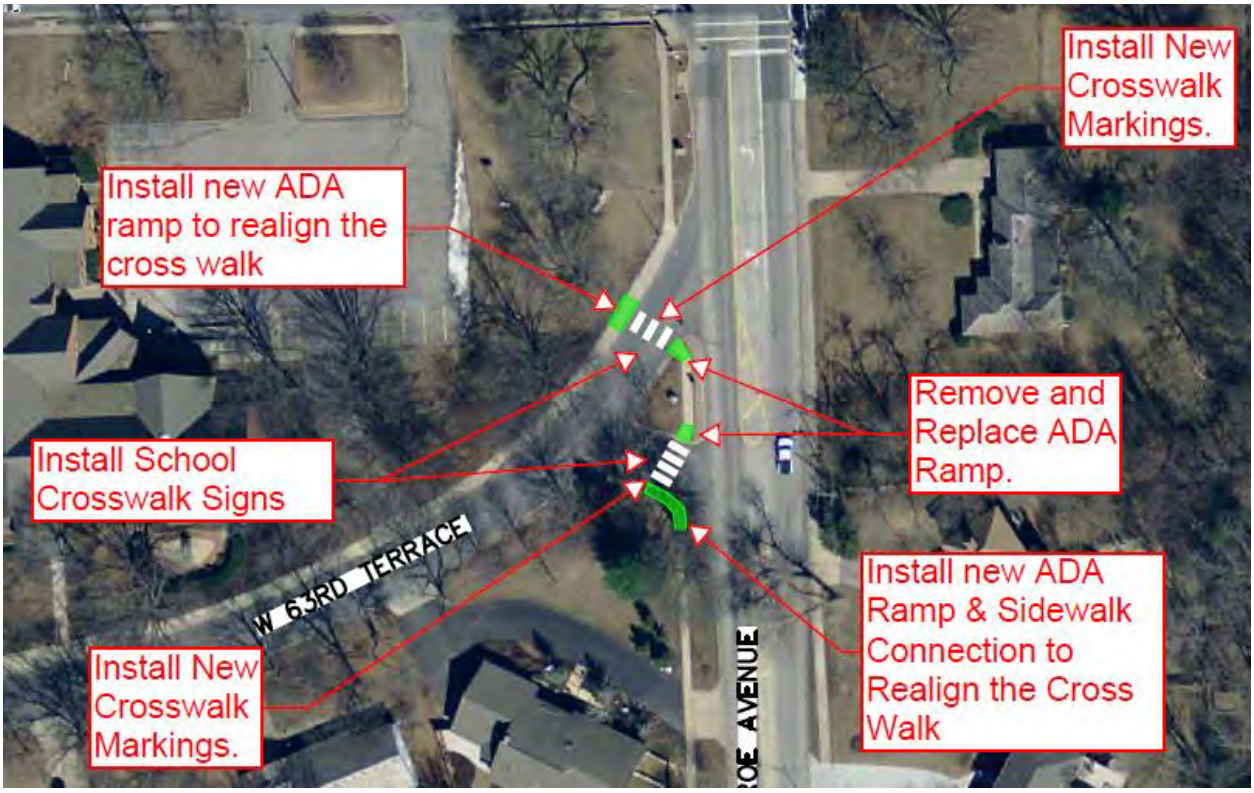


*Figure 21 Traffic island reconfiguration at 63rd Terrace and Roe Avenue*

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# Rushton Elementary

Rushton Elementary is located at 6001 West 52nd Street, and had a 2015-2016 enrollment of 359 students. The school faces 52nd Street. The nearest major streets are Lamar Avenue to the west, and 51st Street to the north. 51st Street had 2013 daily traffic counts of 2,950 vehicles.

The school is an older, established neighborhood school; its enrollment boundary is all areas within the city limits of Mission north of Shawnee Mission Parkway, an area measuring about two miles north-south and one mile east-west. It is directly north of the City's Waterworks Park, and the park's walking trails provide an access corridor to the rear of the school from 53rd Street.

Bicycle and pedestrian counts were conducted on October 28th, 2015. More students walked or biked in the afternoon, than in the morning. Nineteen percent of students walked or biked home in the afternoon, compared to eight percent of students walking or biking in the morning.

Most pedestrians or bicyclists accessed the school from Lamar Avenue north of 52nd Street. Several apartment complexes are located north of and just off Lamar Avenue. Lamar is a high traffic street, with 2010 daily traffic counts of 7,980 vehicles. For most of its length, one sidewalk is provided on the east side of the road, directly adjacent to it. Relatively large blocks increase the walking distance between pedestrian crossings. Difficult terrain and sudden drop offs often prevent pedestrians from shifting away from traffic.

This area of Lamar Avenue is a speed enforcement problem for police. Mission Police officers issued citations for a total of 556 violations in the 5000-5300 blocks of Lamar Avenue from April 2014 to May 2015. Traffic officers patrol this area at least one hour during the morning opening of school, and one hour as school dismisses. The 51st and Lamar intersection has a dated history of vehicle-student accidents, with two separate incidents of walking children involved in a vehicular accident in 2002. Pedestrian safety in this area increased significantly when the City of Mission began providing crosswalk guards around Rushton in response to these incidents.

A smaller number of pedestrians or bicyclists used either Woodson Street or the back entrance south of the school (through Waterworks Park). Study group participants reported that parents occasionally meet their students at the southern end of Waterworks Park to avoid pick-up and drop-off traffic on 52nd Street.

Informally, members of the Rushton community reported that a high number of students participate in before- and after- school programs. These programs may result in students travelling to and from school outside of the typical times at the open and close of the school day.

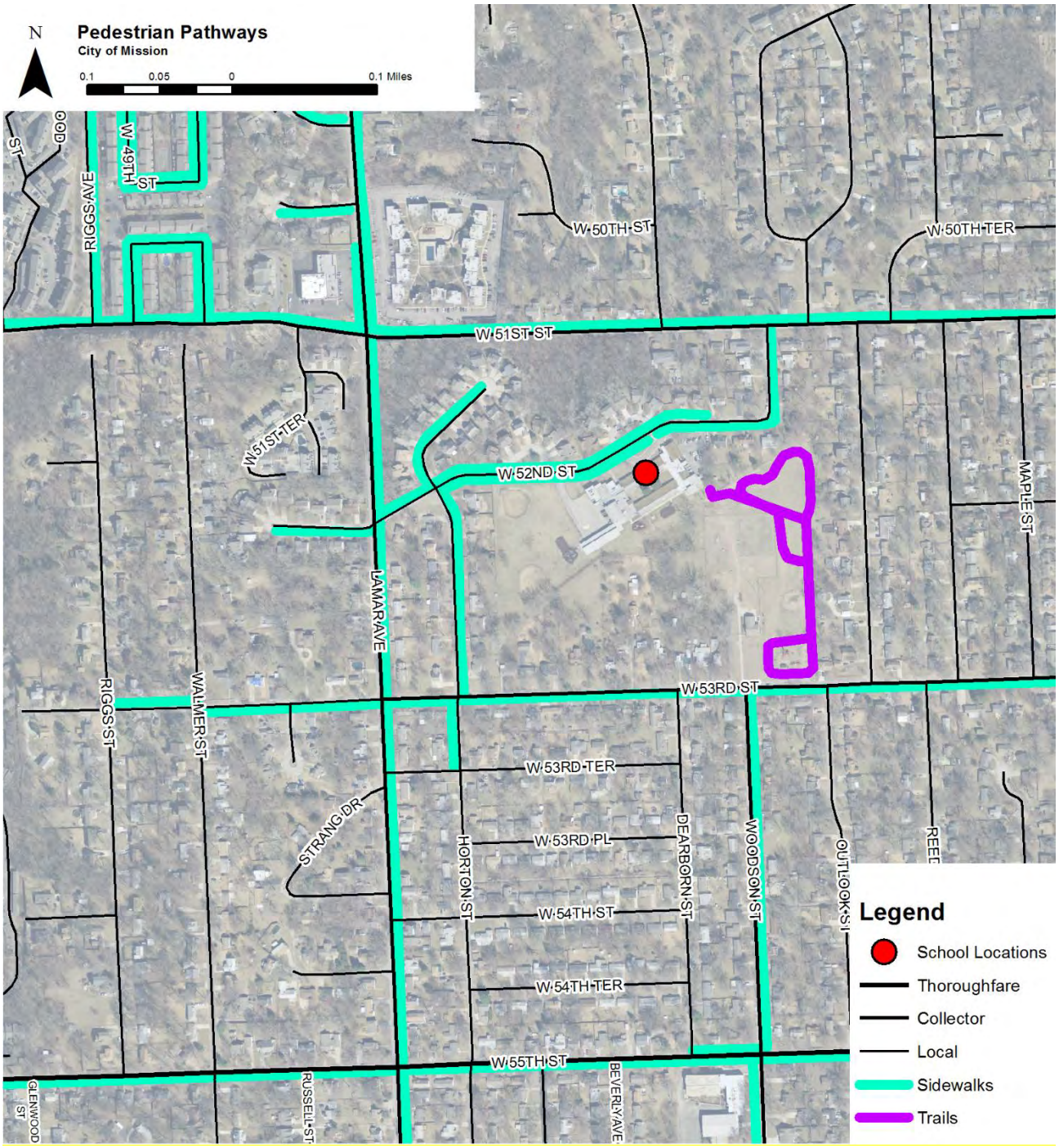


*Figure 22 Sidewalk inventory near Rushton Elementary.*

*Map Source: City of Mission*

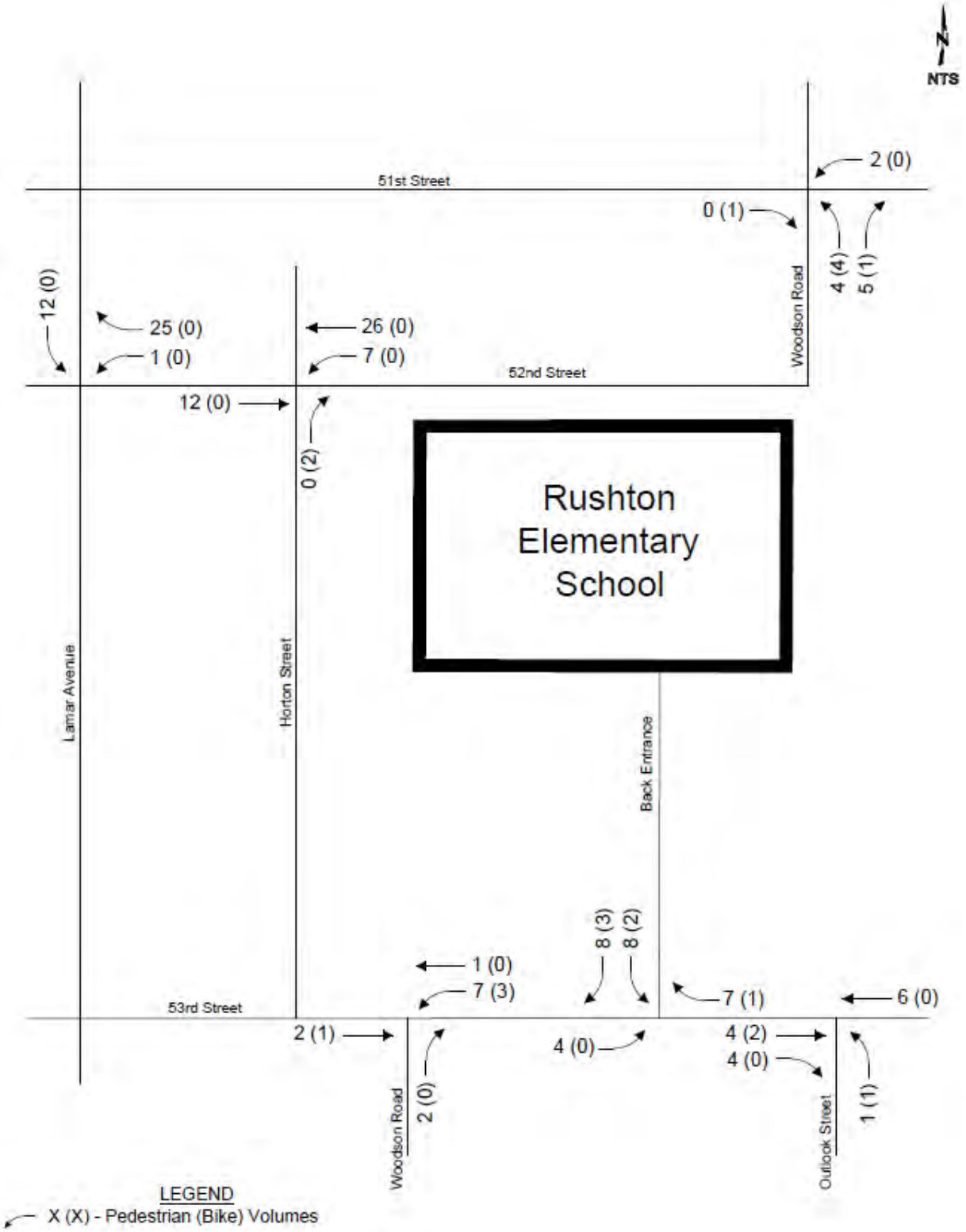


*Figure 23 Rushton Elementary walking and bicycling counts*

## Public Engagement

The study team engaged members of the Rushton Elementary community throughout their work. City and consultant team staff met with the PTA on November 12th, 2015 at the outset of the study to answer questions and collect preliminary input about the biking and walking needs of the school community.

A workshop was held on November 16th, 2015. Flyers were sent home with students in the days preceding the workshop and parents, students and staff were invited. Tables and maps were set up outside the main school entrance to collect direct input from students and parents about their walking and biking experiences. During the workshop participants discussed active transportation needs and, using a map, identified locations that parents, staff, and other stakeholders considered safe or unsafe, as well as routes that were safe, commonly used, or felt unsafe.

Workshop participants were invited on a walking audit conducted immediately after the workshop. Members of the study team and the school Principal reviewed walking conditions around the school.

*Figure 24 Collecting input from Rushton students and parents*

*Figure 25 Kids drawing on maps leads to good things*

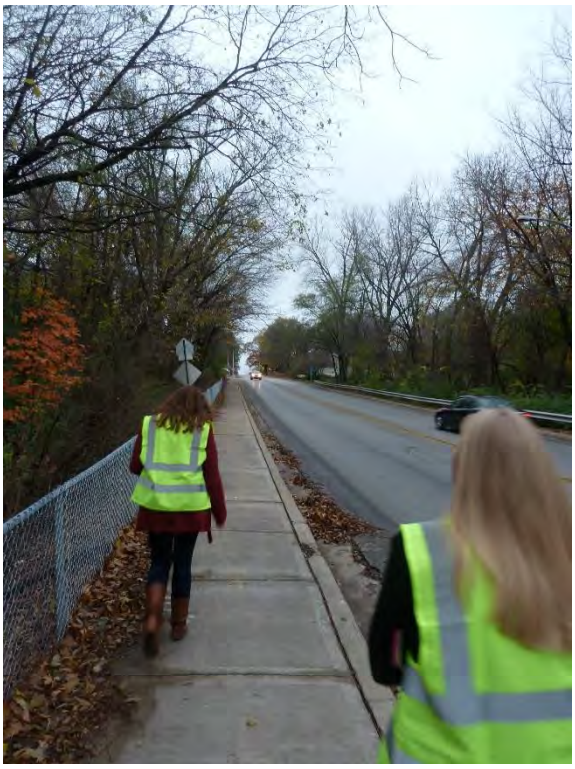

Figure 26 Walking south on Lamar Avenue towards 52nd Street

*The wide vehicle lanes and lack of buffer from traffic on Lamar Avenue make pedestrians feel vulnerable.*

Figure 27 Workshop discussion with study staff and principal

Figure 28 Student walking north on Lamar Avenue towards 51st Street

*Leaf litter, shrubbery, trash cans, and snow can force people to walk in the street*

*Figure 30 Angled crosswalk at 53rd Street and Outlook Street*

*Figure 29 Leaf litter and vegetation at 51st Street and Woodson Street*

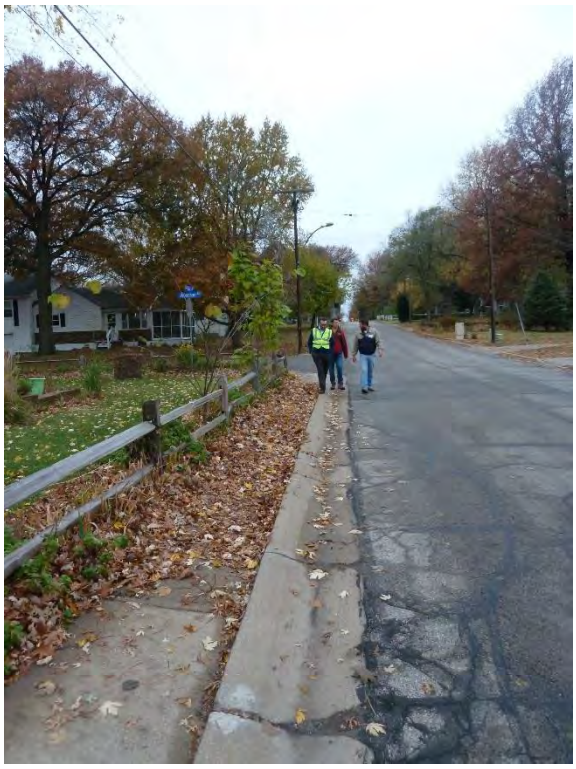

*Figure 31 Along 53rd Street*

Notable comments from the Rushton public engagement sessions include:

- Lamar Avenue, between 52nd Street and 51st Street has a narrow sidewalk, speeding cars, and many students walking.
- Locked gate between The Falls apartment complex and Riggs Avenue.
- Heavy amount of cars waiting for school pick-up along 52nd Street.
- Cars not always yielding to pedestrians along 52nd Street.
- Misaligned crosswalk at 53rd Street and Waterworks Park.
- Leaf litter or unshoveled snow along 51st Street, 52nd Street, and 53rd Street can constrain sidewalk width.
- 51st Street has a hill towards Woodson Street, and lots of leaf litter on sidewalks, which makes it less attractive for walkers or bicyclists.

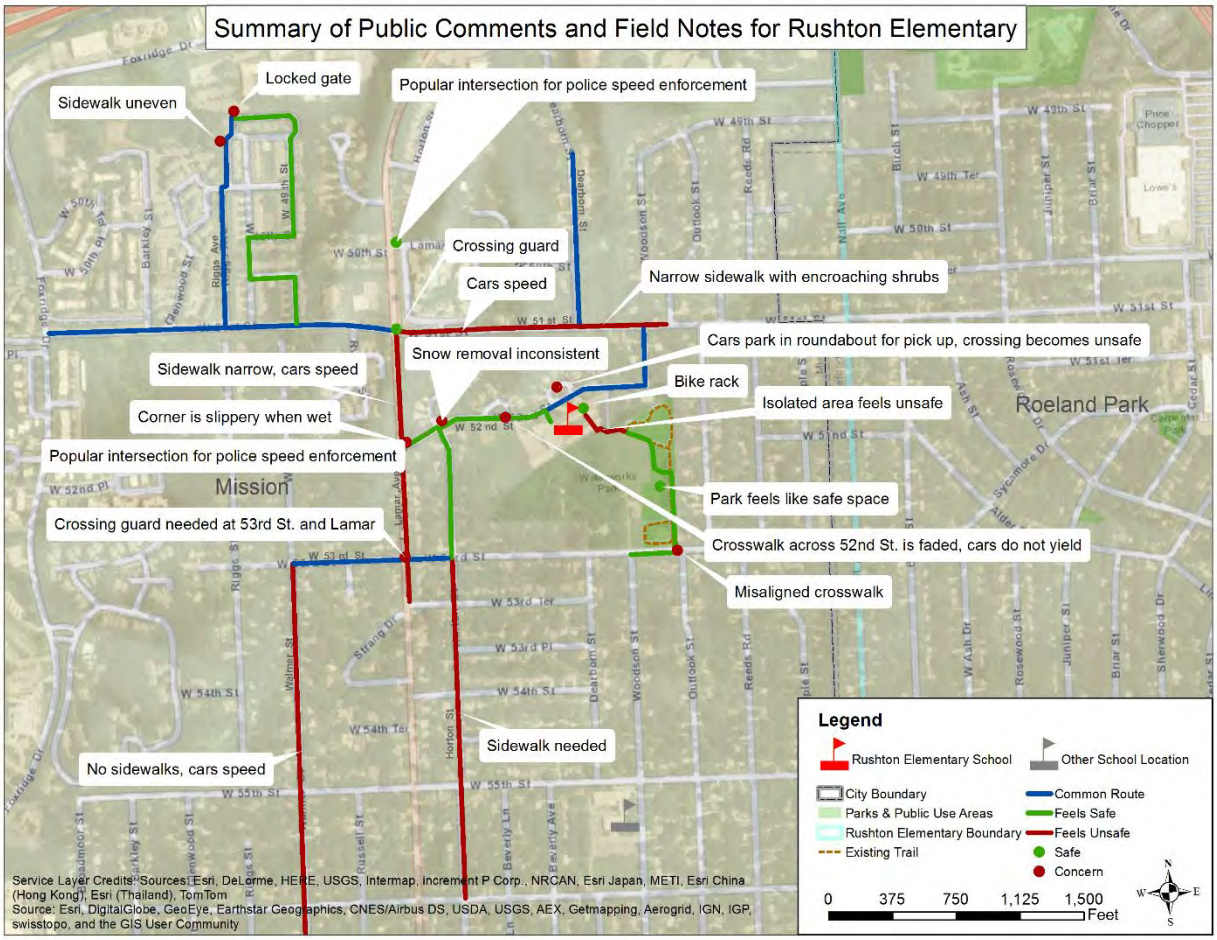


*Figure 32 Rushton Elementary public comments and walking audit notes*

*Table 7 Rushton Elementary Recommendations*

| Rushton Elementary Recommendations | |
|---|---|
| Ensure snow and debris removal from schools and sidewalks | Programmatic |
| Evaluate opening the fire gate between The Falls and Riggs | Programmatic |
| Identify champions and develop encouragement programs | Programmatic |
| Implement “walking school buses” and/or “bike trains” | Programmatic |
| Sponsor a bike rodeo for students | Programmatic |
| Crosswalk upgrades on 52nd St. (two crossings) | $17,000 |
| Upgrade crosswalk at 53rd and Outlook | $33,000 |
| Stripe bike lane on Lamar from Shawnee Mission Pkwy. to Foxridge | $75,000 |
| Upgrade crosswalk at 51st St. and Woodson | $8,000 |
| | |
| **Subtotal** | **$136,000** |

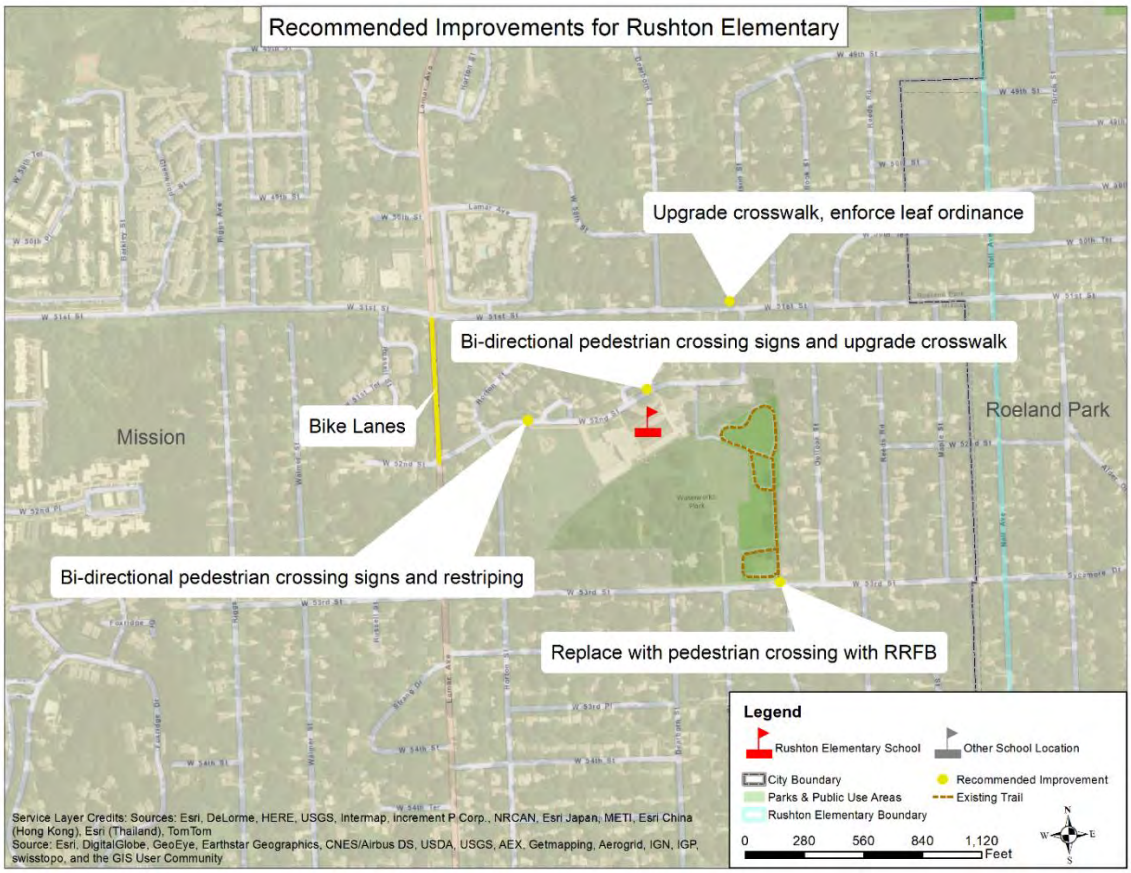


*Figure 33 Rushton Elementary recommended improvements*

## Programmatic Recommendations

**Ensure snow and debris removal from schools and sidewalks**

Students and parents mentioned piled snow or un-shoveled walks impeded paths during winter months. Students mentioned how leaf litter and overgrown vegetation on some sidewalks encourage students to walk in the street or choose other paths. Schools should ensure that sidewalks on their property are kept clear when school is in session that day. The City can target code enforcement activities near Rushton to ensure that sidewalks are being cleared in accordance with the City's ordinances. This is particularly important if sidewalk clearance is required a certain amount of time after a snowfall.

**Evaluate opening the fire gate between The Falls and Riggs Avenue**

Participants noted that a fire access driveway between The Falls apartments and Riggs Avenue has a gate that blocks vehicle traffic as well as pedestrians. A significant number of students walk or bike to Rushton from the north and west of Lamar Avenue. The City should evaluate requiring separate pedestrian access even when vehicle access is blocked. A pair of collapsible vehicle barriers or bollards could replace the gate. Alternatively, the gate could simply remain open. This would provide a connection between 51st Street and Foxridge Drive.

*Figure 34 A locked gate forces vehicles and pedestrians to exit to Foxridge in order to reach Lamar.*

**Identify champions and develop encouragement programs**

Rushton Elementary and community partners should identify or recruit local champions to promote walking and biking to school. This champion can be in the form of a parent volunteer, sub-committee of the PTA, or a citywide committee composed of staff/volunteers from multiple schools, the school district and city staff. The champion(s) or committee(s) would focus on developing policies for the schools and raising awareness about the benefits of active transportation among elementary students and their parents. The champion(s) or committee(s) would be responsible for organizing biking or walking to school events and programs that encourage active transportation. Appendix A is provided as a resource for schools and champions to identify common national programs that can be implemented locally.

**Implement "walking school buses" and/or "bike trains"**

A "walking school bus" or "bike train" is an organized group of children and parents who meet in a specific location in order to walk or bike in a group to school.

**Sponsor a bike rodeo for students**

Rushton Elementary has an active bicycling student population. A school- or city-sponsored bike rodeo can teach children safe riding techniques, and is a way to promote biking to school to both children and parents.

*Figure 35 Grid bike racks at Rushton Elementary*

*Figure 36 Example of "Inverted U" rack that supports bicycles at multiple points. Source: Copyright American Planning Association*

*Note: Grid-style or wave-style bike racks are not encouraged by Association of Bicycling and Pedestrian Professionals (APBP), as these only provide one point of support on a bike which can lead to bike damage; and improper use results in lower bicycle capacity. "Inverted U" racks and other styles support multiple parts of a bicycle. Also see Figure 12.*

## Infrastructure Recommendations

### Crosswalk Upgrades on 52nd Street

Students and parents have reported that cars sometimes fail to yield to students walking across 52nd street. The current crosswalks (one directly in front of the school entrance and one north of Horton Street) have faded crossing stripes and only one "Pedestrian Crossing" sign. The presence of only one sign may cause drivers to focus on the location of the sign, even though a pedestrian may be crossing the street from the other side. Replacing the stripes, and adding an additional pedestrian crossing sign to each crosswalk so drivers are able to see a sign on both sides of the road, may increase the visibility of pedestrians in the crosswalk. Upgrading the crosswalk directly in front of the school entrance would make this path ADA compliant.

*Figure 37 Crosswalk upgrades on 52nd Street*

**Upgrade crosswalk at 53rd Street and Outlook.**

The current crosswalk at 53rd Street and Outlook serves as the primary entrance point for students entering the school grounds from the south. The current crosswalk is a non-standard design, including an angled crossing across the roadway. Upgrading the crossing to Rectangular Rapid Flashing Beacons (RRFB) and correcting the crosswalk angle will increase the visibility of pedestrians in the crosswalk.

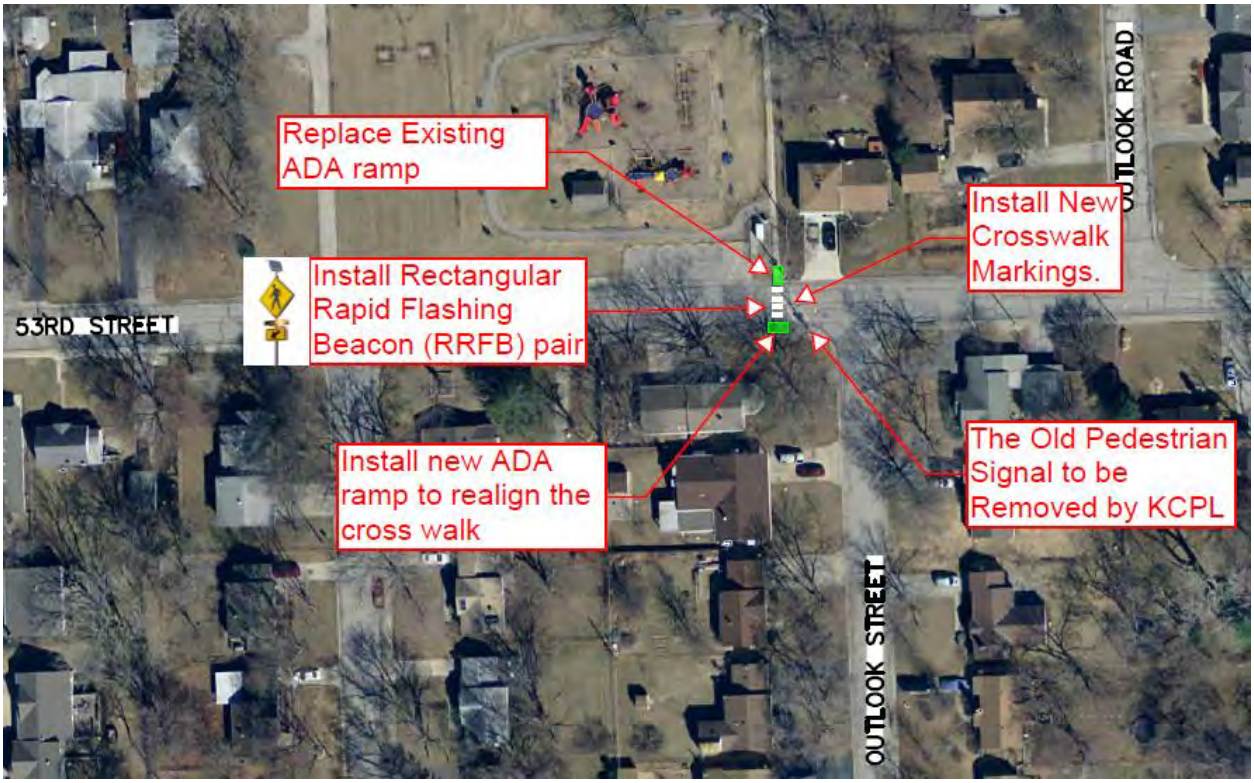


*Figure 38 Upgrade crosswalk at 53rd Street and Outlook*

**Stripe bike lane on Lamar from Shawnee Mission Parkway to Foxridge**

The sidewalk on the east side of Lamar Avenue, particularly between 51st Street and 52nd Street, serves as a primary pedestrian path for students and parents walking to Rushton Elementary. Currently, no separation is provided between the vehicles driving along Lamar Avenue and pedestrians on the sidewalk. Since Lamar Avenue is a high volume roadway in which vehicles consistently drive over the 20 mph school zone speed limit, pedestrians have a decreased sense of security along this route. The lack of outside lane striping next to the sidewalk increases the width of the travel lanes and gives drivers the perception that it is safe to drive at high speeds.

Striping a bike lane along Lamar Avenue would both provide a buffer space between pedestrians and drivers, and create a visual narrowing of the travel lane that may cause drivers to slow down. Extending this bike lane along Lamar Avenue between Shawnee Mission Parkway to the south and Foxridge Drive to the north would provide a north-south bicycle linkage through Mission and support bicycle travel to Horizons High School at Lamar Avenue and Johnson Drive.

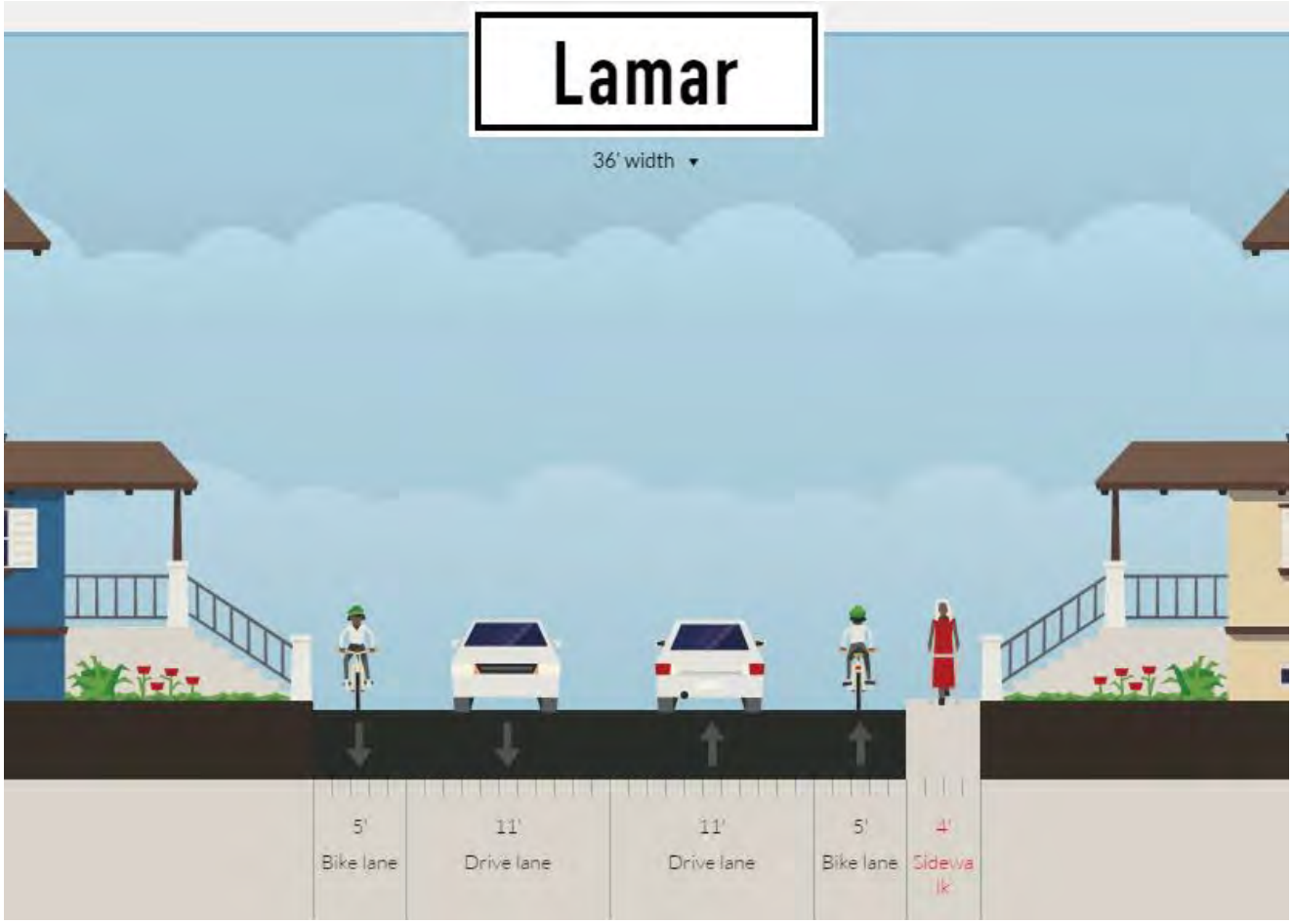


*Figure 39 Typical section of Lamar Avenue after striping - for illustration only. (Source: City of Mission)*

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# Horizons High School

Horizons High School is located at 5900 Lamar Avenue, and has a 2015-2016 enrollment of 109 students. The school provides alternative education and has an enrollment shed of the entire Shawnee Mission School District. The school is at the corner of Lamar Avenue and Johnson Drive, which serves as the primary retail corridor in Mission.

Bicycle and pedestrian counts were conducted on October 29th, 2015, and are displayed in Figure 41. More students walked or biked in the afternoon, than in the morning. 21 percent of students walked or biked home in the afternoon, compared to 6 percent of students walking or biking in the morning.

As Horizons enrollment boundary encompasses the entire Shawnee Mission School District, fewer students may live within walking or biking distance than other schools in the City and the School District. Of those that walked or biked, Johnson Drive and Lamar Avenue north of Johnson Drive were the primary corridors, with fewer students traveling south. Walking or biking activity may be generated by the school's proximity to Johnson Drive. Students may travel nearby for food, services, and employment.

Students at Horizons expressed mobility difficulties. Students travelled excessive distances by walking or biking to reach schools, and relied on shared rides and, to a lesser extent, transit to reach various destinations.

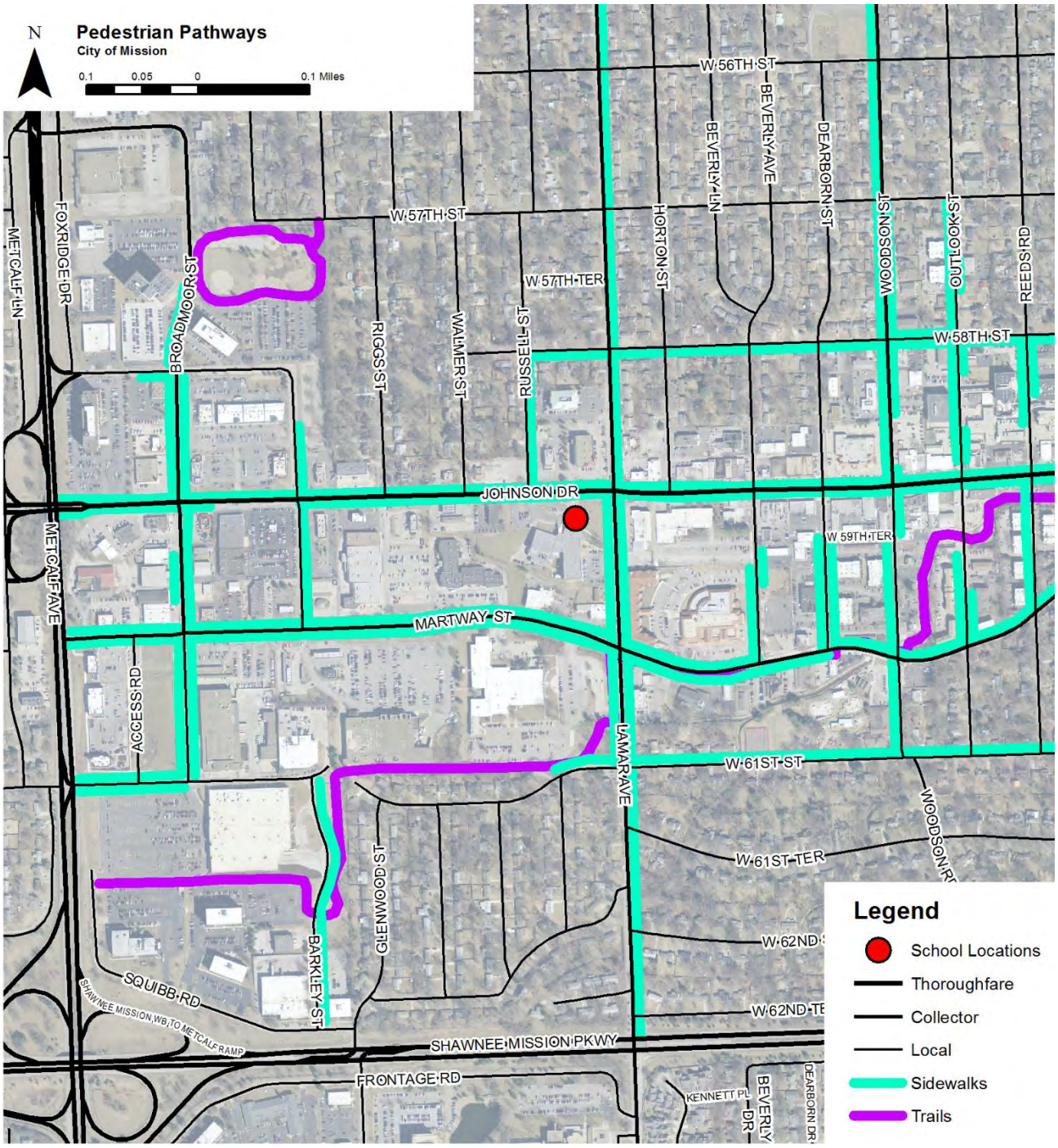


*Figure 40 Sidewalk inventory near Horizons High School.*

*Map Source: City of Mission*

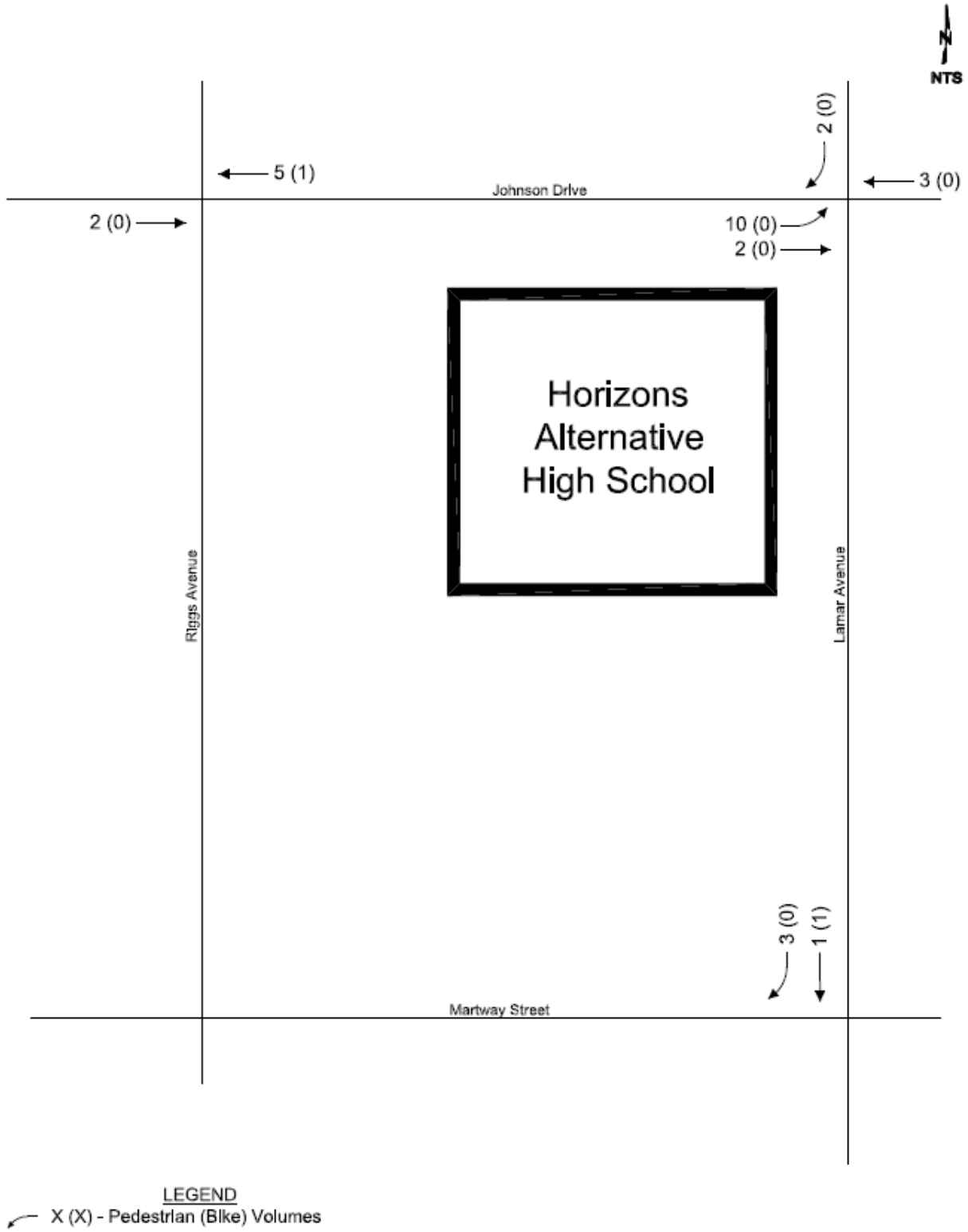


*Figure 41 Horizons High School walking and bicycling counts*

## Public Engagement

The study team engaged members of the Horizons High community throughout their work. Consultant staff met with the Principal and staff at the outset of the study to collect preliminary input about the walking and biking needs of the Horizons community.

A workshop with students and staff was held on January 27th, 2016. The principal and counselor identified and invited students they knew who walked or biked and would provide constructive feedback. Five students, along with staff members discussed active transportation needs and, using a map, identified locations that parents, staff, and other stakeholders considered safe or unsafe, as well as  routes that were safe, commonly used, or felt unsafe. In addition, members of the study team reviewed walking conditions around the school.

*Figure 42 Horizons Safe Routes to School workshop*

Notable comments from the Horizons public engagement sessions include:

- Many students cross Johnson Drive mid-block
- Crosswalk signal at Johnson Drive and Lamar Avenue takes too long to change.
- Many students walk to Shawnee Mission North for carpooling / friends.
- Lamar Avenue (north of Johnson Drive) has poor lighting and sidewalk on only one side.
- Lamar Avenue south of 61st Street too busy / feels unsafe to bicyclists.
- Shawnee Mission Parkway is difficult for pedestrians or bicyclists to cross – cars turn in front of pedestrians and bicyclists.
- Johnson Drive generally feels safe.

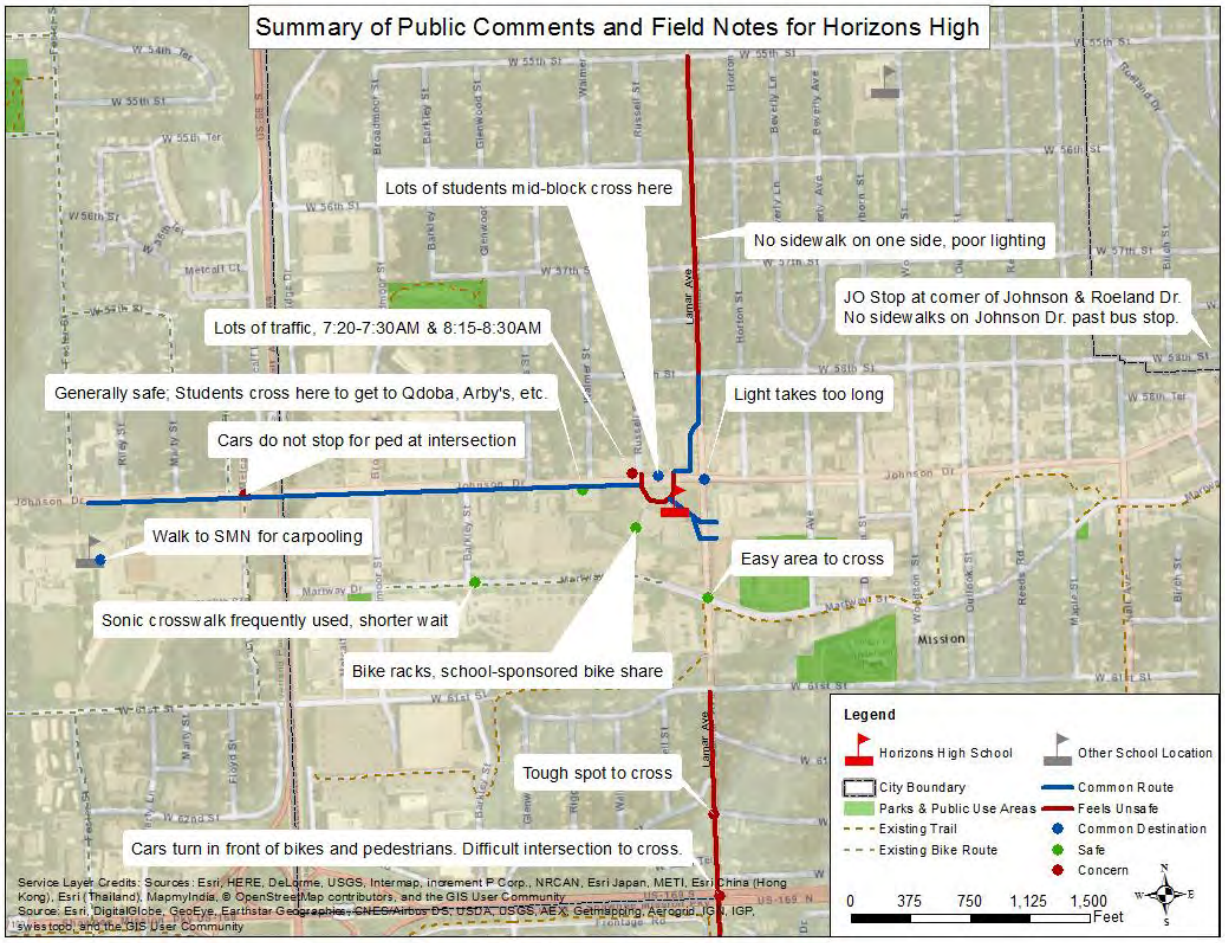


*Figure 43 Horizons High School public comments and walking audit notes*

*Table 8 Horizons High School Recommendations*

| Horizons High School Recommendations | |
|---|---|
| Explore transit and bikesharing opportunities | Programmatic |
| Add pedestrian lighting on Lamar from Johnson Dr. to 51st St. (one side) | $19,000 |
| Optimize pedestrian signal timing at Johnson Dr. and Lamar Avenue | $1,000 |
| Optimize pedestrian signal at Shawnee Mission Pkwy. and Lamar | $1,000 |
| Add pedestrian refuge island on east leg of Shawnee Mission Pkwy. and Lamar Avenue | $30,000 |
| Complete crosswalks on west and north legs of Shawnee Mission Pkwy. and Lamar Avenue | $35,000 |
| | |
| **Subtotal** | **$86,000** |

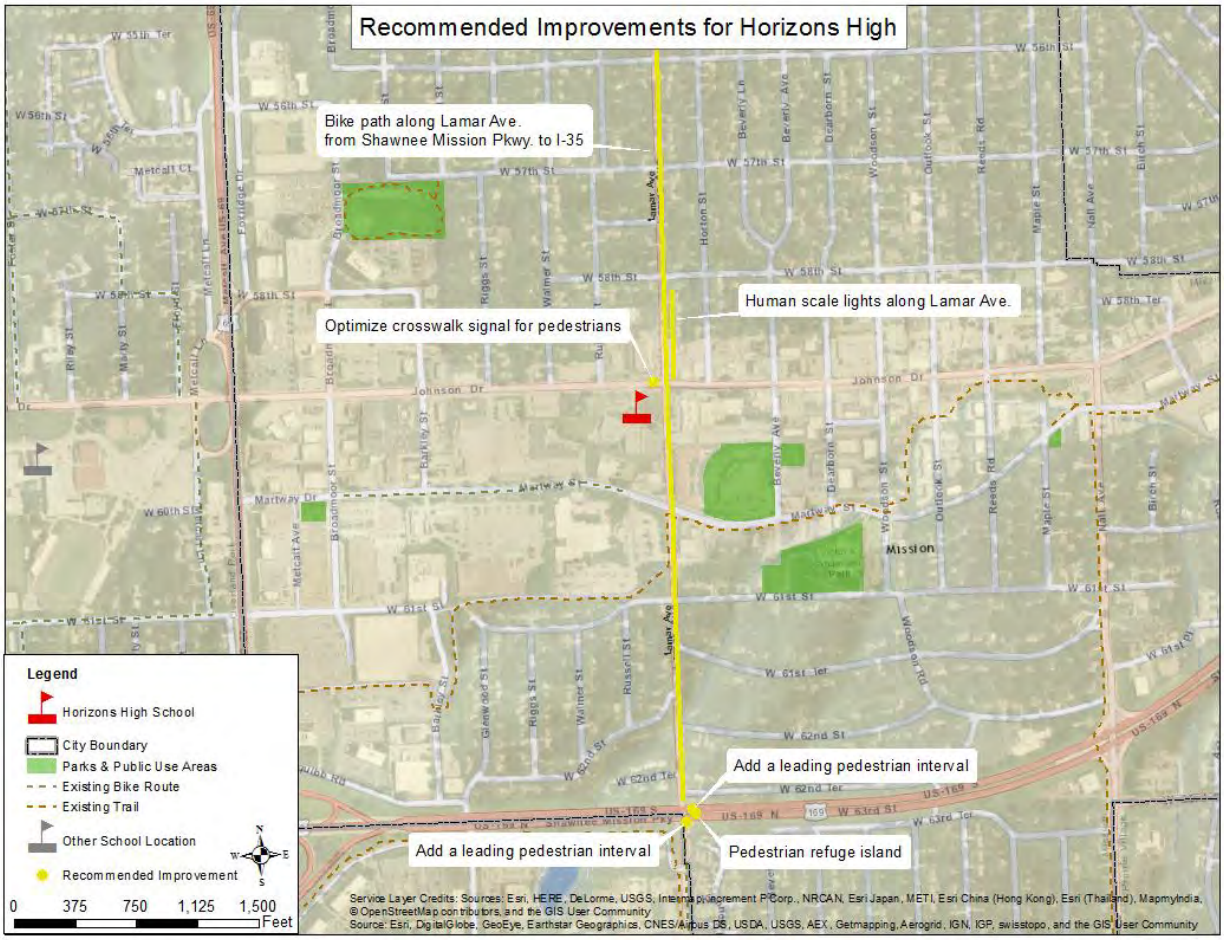


*Figure 44 Horizons High School recommended improvements*

## Programmatic Recommendations

**Explore transit and bikesharing opportunities that connect students to destinations**

The Kansas City Area Transportation Authority (KCATA) and the Mid-America Regional Council are currently studying transit in northeast Johnson County as both entities develop strategic plans. Upcoming fare structure changes will provide a subsidy for students purchasing transit passes through participating schools. BikeWalkKC has proposed expanding the Kansas City regional bikeshare program into northeast Johnson County in 2019 - 2020. Together, these developments offer the opportunity to provide significantly more transportation options to students within the next five years. In addition to increasing mobility generally, these changes generate more bicyclist and pedestrian activity in the form of "last mile" travel to their destination. The City and School District should actively engage in these opportunities and advocate for locating new facilities that serve the high school.

## Infrastructure Recommendations

**Add pedestrian lighting on Lamar Avenue from Johnson Drive to 51st Street (one side)**

Several students mentioned how lack of street or pedestrian lighting on Lamar Avenue north of Johnson Drive felt unsafe, particularly in the winter. Adding pedestrian-level lighting would increase the visibility of pedestrians to drivers and increase the safety of walking in the winter.

**Optimize pedestrian signal timing at Johnson Drive and Lamar Avenue as well as Shawnee Mission Parkway and Lamar Avenue**

Several students were observed crossing Johnson Drive mid-block, rather than waiting at the intersection of Johnson Drive and Lamar Avenue for the pedestrian signal phase. Students in the workshop mentioned how the pedestrian signal at this intersection took an excessive amount of time to change after the activating the button. Modifying the timings at Johnson Drive and Lamar Avenue to account for pedestrian traffic during certain weekday time periods may make Lamar Avenue a more attractive route for pedestrians headed to Horizons High School. Adding "Right Turn Yield to Pedestrians" signs placed on the northbound and westbound signal poles would provide additional awareness to motorists.

Students also mentioned that, at the intersection of Shawnee Mission Parkway and Lamar Avenue, it was difficult to cross Shawnee Mission Parkway primarily due to vehicles failing to yield to pedestrians. The intersection of Shawnee Mission Parkway and Lamar Avenue has properly installed crosswalks with directional ramps located close to the curb return to minimize the pedestrian's time crossing the east leg of the intersection. "Right Turn Yield to Pedestrians" signs and altered timings may also improve pedestrian travel at this signal.

An additional option to consider at Shawnee Mission Parkway would be to program the controller to allow the Walk phase to release a few seconds before the adjacent vehicular through phase. This Leading Pedestrian Interval (LPI) allows pedestrians a head start crossing the intersection as well as possibly placing the pedestrian in the motorist's cone of vision. However, this will increase vehicular delay when activated.

These signals are important to regional traffic. The City will need to consult with the Kansas Department of Transportation and MARC Operation Greenlight partners prior to changes.

**Add pedestrian refuge island on east leg of Shawnee Mission Parkway & Lamar Avenue**

Currently, crosswalks are provided along the south and east legs of the Shawnee Mission Parkway and Lamar Avenue intersection. Pedestrians crossing Shawnee Mission Parkway along the east leg of the intersection have six-lanes of traffic to cross, plus a median. Reconfiguring the intersection to provide a pedestrian refuge island on the east leg would heighten pedestrian sense of security and allow for the main street, Shawnee Mission Parkway, to service vehicular traffic more efficiently. If a pedestrian refuge island were provided, pedestrian signal heads and push buttons would need to be installed at the refuge island allowing pedestrians to continue crossing the intersection once stopped at the refuge island.

**Complete crosswalks on west and north legs of Shawnee Mission Parkway & Lamar Avenue**

Crosswalks are present on the south and east legs of this Shawnee Mission Parkway and Lamar Avenue intersection, but lacking on the west and north legs. This imbalance creates a barrier for pedestrians seeking to travel northbound or southbound on Lamar. Currently, a northbound pedestrian standing at the southeast corner of Lamar and Shawnee Mission Parkway is forced to first cross Lamar Avenue before they can cross Shawnee Mission Parkway, due to the lack of a designated crosswalk at this western leg. Similarly, a southbound pedestrian on Lamar Avenue does not have the option to cross Lamar Avenue before crossing Shawnee Mission Parkway; this would be the equivalent of not allowing right turns on red for drivers.

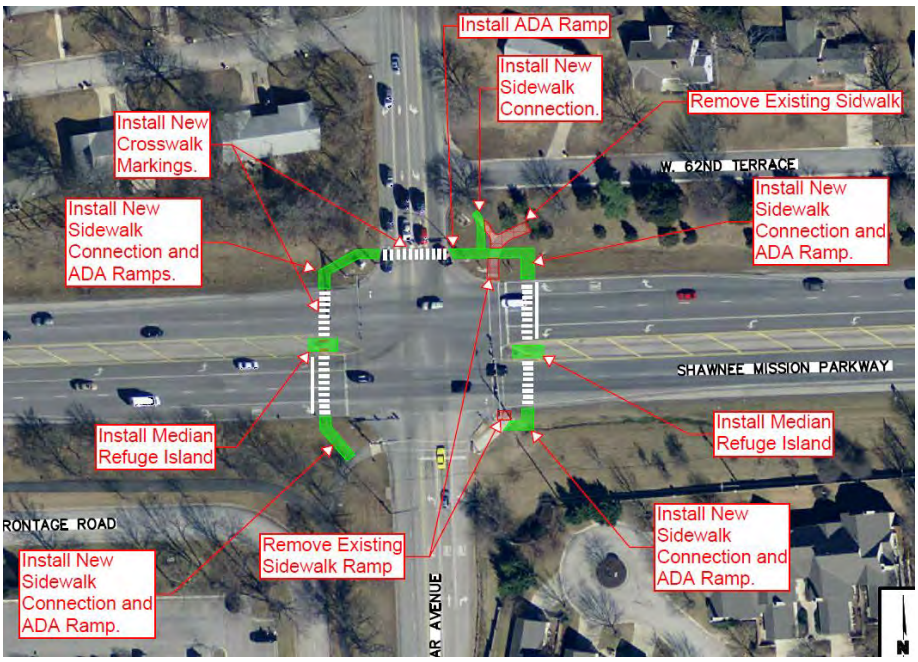


*Figure 45 Shawnee Mission Parkway and Lamar Avenue crosswalk upgrades*

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# Shawnee Mission North High School

Shawnee Mission North High School is located at 7401 Johnson Drive, in Overland Park, with an enrollment area that includes the City of Mission. The school had a 2015-2016 enrollment of 1,564 students. Johnson Drive fronts the school and had a 2013 daily traffic count of 15,845.

Bicycle and pedestrian counts were conducted on November 4th, 2015. More students walked or biked in the afternoon, than in the morning. Six percent of students walked or biked home in the afternoon, compared to three percent of students walking or biking in the morning.

Most pedestrians or bicyclists access the school along Johnson Drive, with 21 pedestrians coming from the direction of the City of Mission. Some pedestrians also access the school through the rear fence along 61st Street.

Metcalf Avenue, elevated above Johnson Drive, represents an urban highway with controlled on and off ramps in this area, which presents an obstacle to pedestrians attempting to cross into Mission on foot or by bicycle.

Shawnee Mission North grants open campus privileges to seniors, who can leave campus for lunch during school hours. Students also travel into Mission for employment, retail, and service opportunities. Students stay late at the school for sports and extracurricular activities, which spreads out their travel times away from the traditional open and close of the school day. Often, their destination in the afternoon is different than home (their morning departure point).

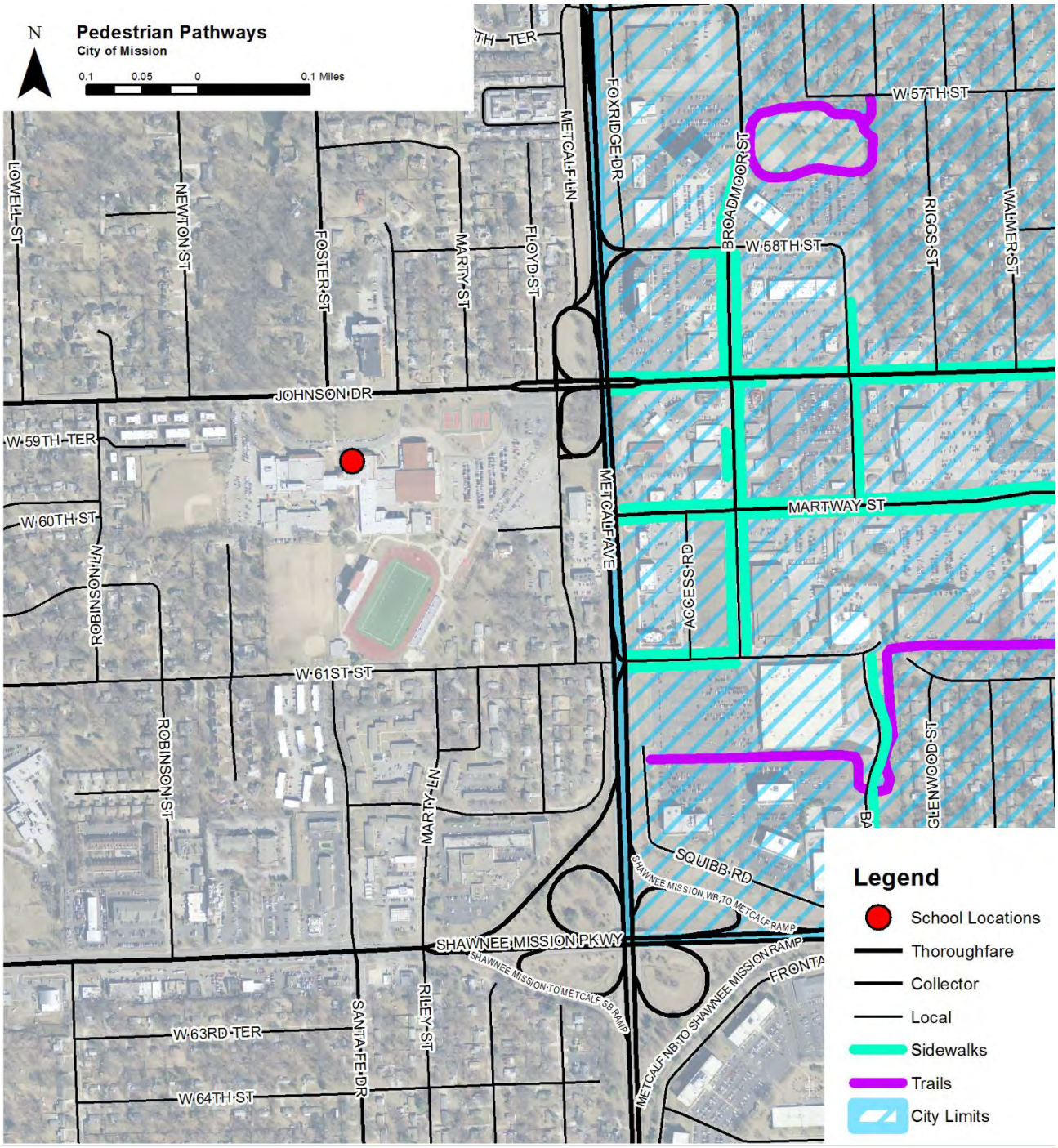
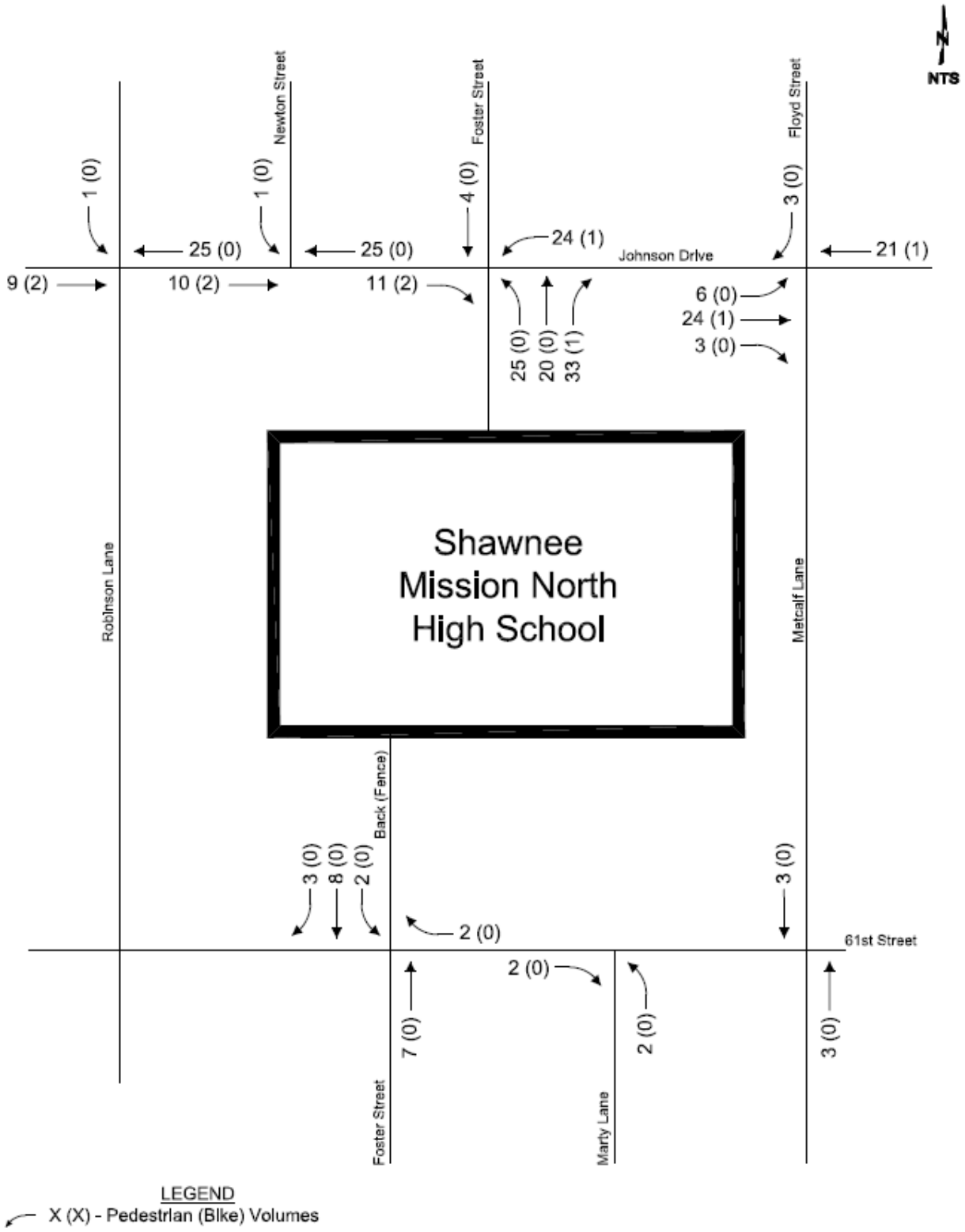



*Figure 46* *Sidewalk inventory near Shawnee Mission North High School.*
*Note: Data only available within Mission city limits.*

*Map Source: City of Mission*




LEGEND
X (X) - Pedestrian (Bike) Volumes

*Figure 47 Shawnee Mission North High School walking and bicycling counts*

## Public Engagement

The study team engaged members of the Shawnee Mission North community throughout their work. Consultant staff met with the Associate Principal at the outset of the study to collect preliminary input about the walking and biking needs of the school.

A workshop with students and staff were held on February 3rd, 2016. The Associate Principal identified and invited students she knew who walked or biked and would provide constructive feedback. During the workshop, participants discussed active transportation needs and, using a map, identified locations that parents, staff, and other stakeholders considered safe or unsafe, as well as routes that were safe, commonly used, or felt unsafe. Prior to the workshop, members of the study team reviewed walking conditions around the school.

*Figure 48 Students describing walking and biking around Shawnee Mission North High School*

*Figure 49 Shawnee Mission North Safe Routes to School workshop*

*Figure 50 Mapping walking and biking conditions at Shawnee Mission North High School*

Notable comments from the Shawnee Mission North public engagement sessions include:

- Cars do not yield to pedestrians at pedestrian island crosswalks at Johnson Drive and Metcalf Lane or W. Frontage
- Fast food and retail development across Metcalf Avenue is a significant draw for students during lunch and after school
- Significant sidewalk gaps on Johnson Drive east of Metcalf Avenue
- Limited bike racks at school
- Back school gate is sometimes locked
- Significant after-school traffic on Metcalf Lane
- Lengthy wait times to use pedestrian signal at 61st Street and Metcalf Avenue

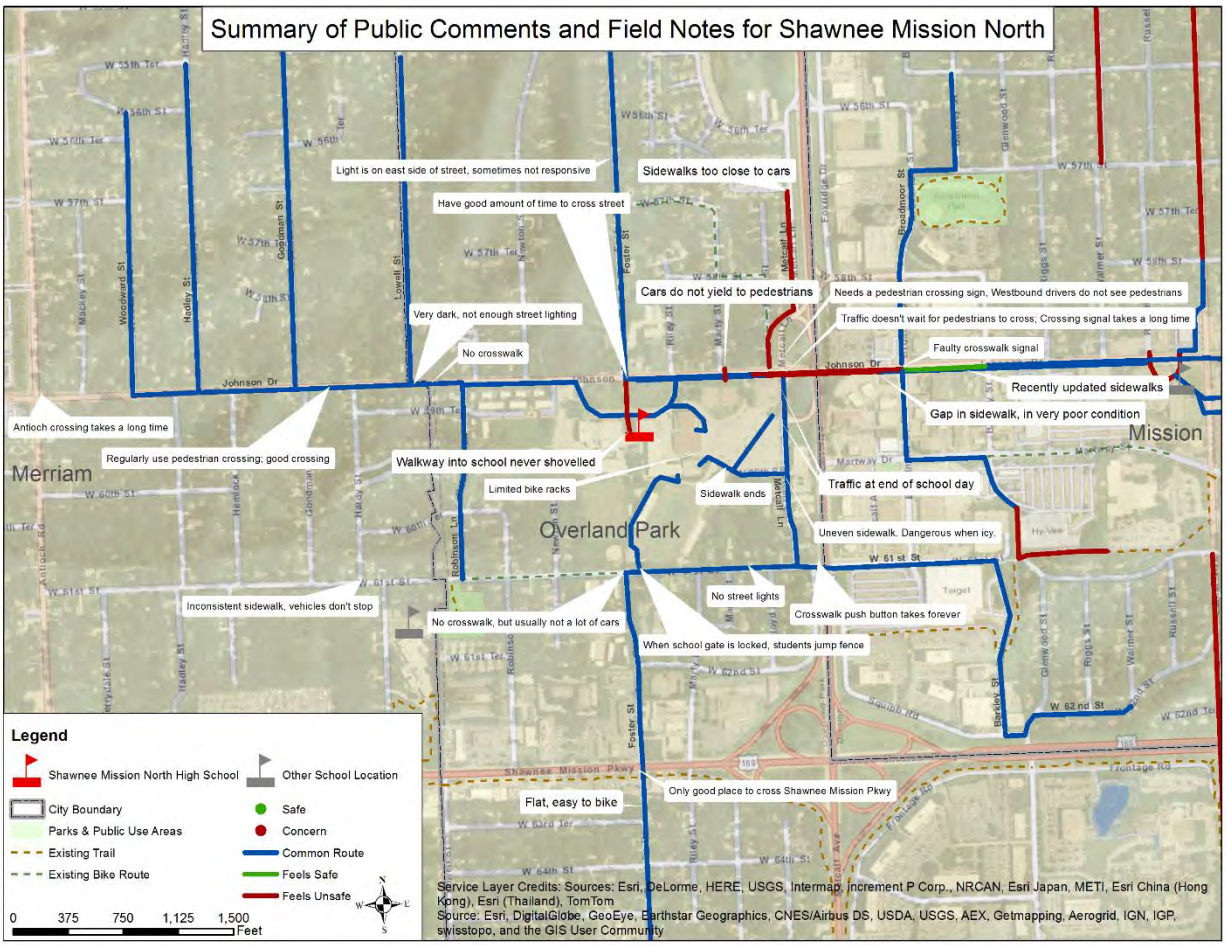



*Figure 51 Shawnee Mission North High School public comments and walking audit notes*

*Table 9 Shawnee Mission North High School Recommendations*

| Shawnee Mission North High School Recommendations | |
|---|---|
| Explore transit and bikesharing opportunities | Programmatic |
| Upgrade bicycle racks** | $4,000 |
| Optimize pedestrian signal timing at 61st & Metcalf Ave. | $1,000 |
| Realign cross walk at south traffic island at Metcalf Lane & Johnson Dr.** | $10,000 |
| Realign cross walk at north traffic island at Metcalf Lane & Johnson Dr.** | $10,000 |
| Sidewalks on south side of Johnson Drive west of Broadmoor | $44,000 |
| Sidewalks on the west side of Broadmoor from Johnson Drive to Martway | $69,000 |
| | |
| **Subtotal** | **$138,000** |
| ** *Improvements are or may be in Overland Park* | |

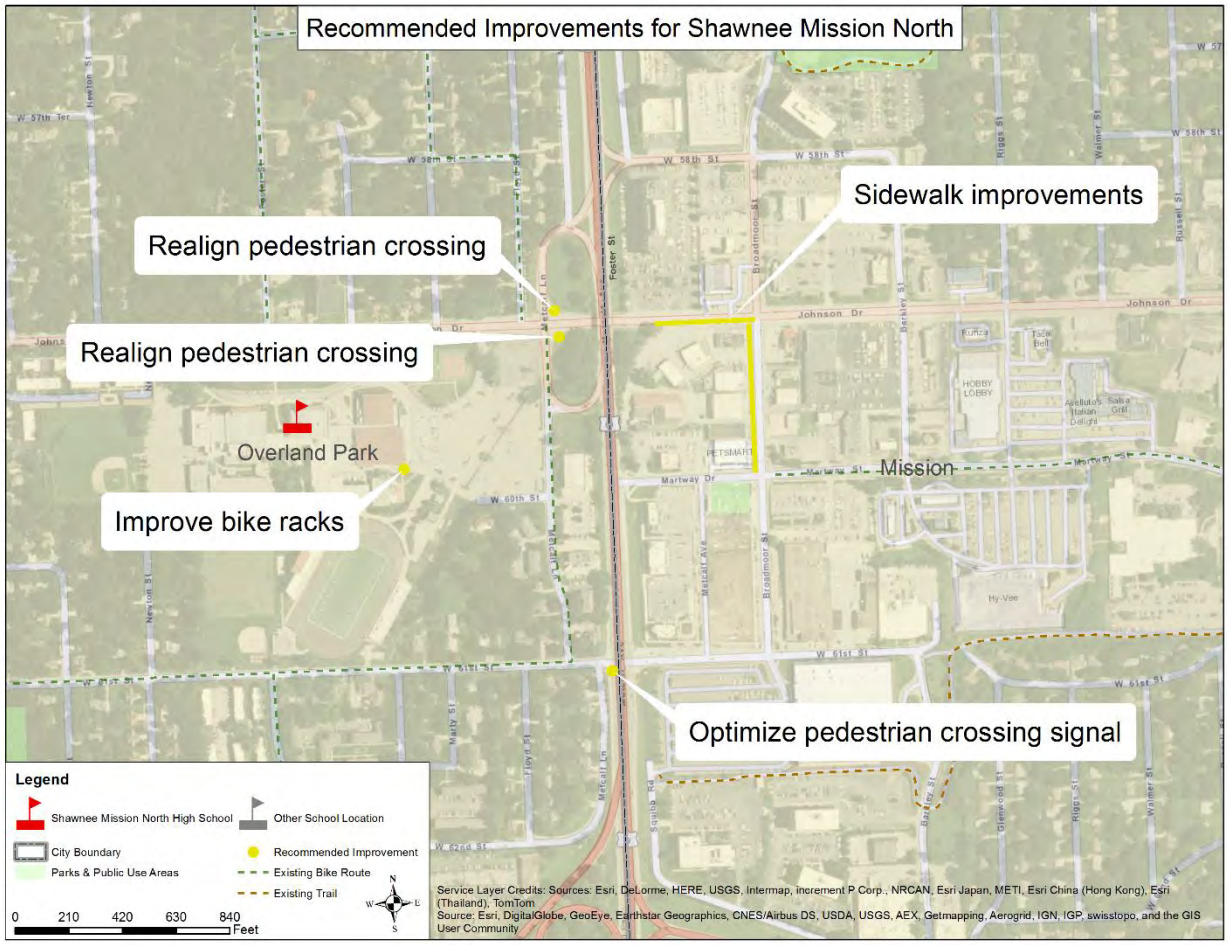



*Figure 52 Shawnee Mission North High School Recommendations*

## Programmatic Recommendations

**Explore transit and bikesharing opportunities that connect students to destinations**

The Kansas City Area Transportation Authority (KCATA) and the Mid-America Regional Council are currently studying transit in northeast Johnson County as both entities develop strategic plans. Upcoming fare structure changes will provide a subsidy for students purchasing transit passes through participating schools. BikeWalkKC has proposed expanding the Kansas City regional bikeshare program into northeast Johnson County in 2019 - 2020. Together, these developments offer the opportunity to provide significantly more transportation options to students within the next five years. In addition to increasing mobility generally, these changes generate more bicyclist and pedestrian activity in the form of “last mile” travel to their destination. Overland Park, Mission, and the School District should actively engage in these opportunities and advocate for new facilities that serve the high school.

## Infrastructure Recommendations

**Optimize pedestrian signal timing at 61st Street and Metcalf Avenue**

Students in the workshop mentioned how the pedestrian signal took excessive time after the button was activated. While Johnson Drive to the north has sidewalks and goes underneath Metcalf Avenue, 61st Street is the only location within ¾ of a mile to safely cross Metcalf Avenue. Optimizing the pedestrian signal located at 61st Street and Metcalf Avenue would improve walking or bicycling trips for students living to the southeast of the high school, while further facilitating the neighborhood’s connection to destinations for employment, retail, and services in Mission.

**Upgrade existing bike racks at Shawnee Mission North High School**

Bicycling is an especially effective way to expand the area for students to travel to school without having to rely on a private automobile or school bus. The bike racks at Shawnee Mission North are well utilized, but are a type that could potentially damage bicycles. The existing bike racks, if used to full capacity, would support only the front wheel of bikes. The low height of some of these racks would cause an even greater amount of the bike’s weight to push the wheel against bike rack, potentially bending wheels. These bike racks should be replaced with racks that allow the bike frame, rather than the bike wheel, to lean against the rack and support the weight of the bicycle.

*Figure 53 Bicycle Racks at Shawnee Mission North High School*

**Realign crosswalk at south and north traffic islands at Johnson Drive and Metcalf Lane / Frontage Street.**

Johnson Drive is a significant walking corridor for students, particularly to access fast food and retail developments east of Metcalf Avenue during lunch and after school. Students reported right-turning cars often fail to yield to students crossing Metcalf Lane on the south side of Johnson Drive, or Frontage to the north. Failure for cars to yield to pedestrians was especially prevalent after school was dismissed as cars exit the high school parking lot. Realigning the ramps and crossings of these islands would increase the visibility of pedestrians to turning cars.

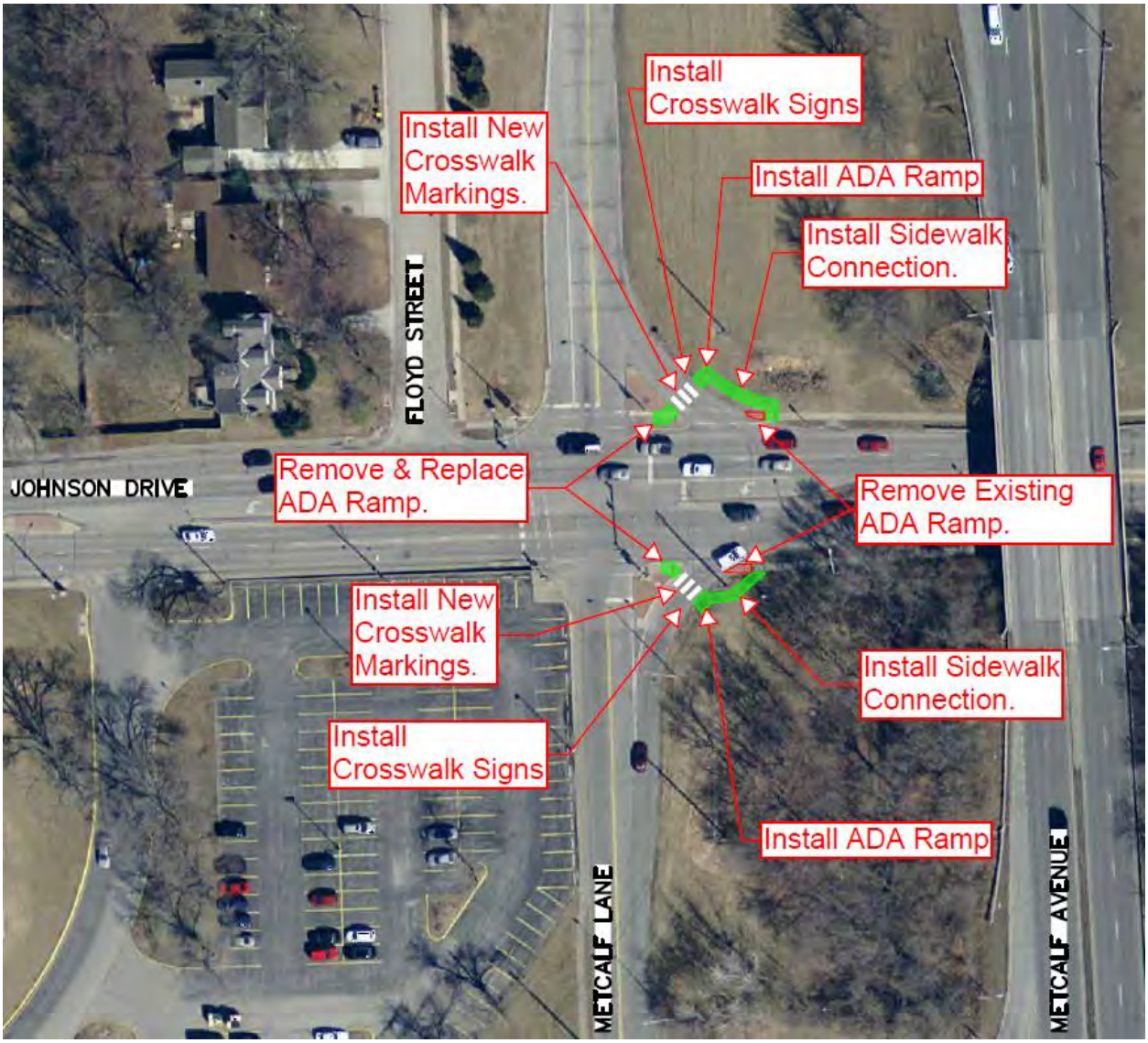



*Figure 54 Realigning crosswalks at traffic islands on Metcalf Lane and Johnson Drive*

**Sidewalks on south side of Johnson Drive west of Broadmoor Street, and west side of Broadmoor from Johnson Drive to Martway**

The fast food and retail development along Johnson Drive and Broadmoor Street east of Metcalf Avenue attracts students during lunch or after school. Significant gaps are present in the sidewalks along these streets. As a result, pedestrians conflict with drivers entering or exiting the parking lots fronting these developments. Connecting sidewalks along these portions of Johnson Drive or Broadmoor Street would protect students traveling to and from Shawnee Mission North, as well as students accessing these facilities from Horizons High School.

*Figure 55 Adding sidewalk infrastructure on Johnson Drive and Broadmoor Street*

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# Appendix A – Safe Routes to School Programming Options

**(Adapted from materials published by the National Center for Safe Routes to School).**

## Education – Overview

Education is one of the complementary strategies in a Safe Routes to School (SRTS) program. Education activities include teaching pedestrian, bicyclist and traffic safety and creating awareness of the benefits and goals of SRTS. While education dovetails with engineering and enforcement, it is most closely linked to encouragement strategies. For example, children may learn pedestrian and bicyclist safety skills and then get the chance to join a mileage club that rewards them for walking or bicycling to school. Encouragement activities also offer "teachable moments" to reinforce pedestrian and bicyclist safety education messages.

Planning education strategies includes identifying:

- Who needs to receive information.
- When the education should be delivered.
- What information needs to be shared.
- How the messages will be conveyed.

### *Who*

Audiences for SRTS education include:

- Children
- Parents
- Drivers
- Neighbors

Once a community decides to begin a SRTS program, each of these audiences plays a role in receiving and/or providing related education. Some sub-groups may require particular attention, such as families who do not speak English as a first language, individuals with vision, hearing or mobility impairments, and families with low-incomes. These groups are often overlooked so planning ahead for how they will be reached is important.

### *When*

Before beginning encouragement strategies, children should receive pedestrian and bicyclist safety education. Sometimes education strategies need to begin quickly. For example, in areas with unsafe routes where children are already walking or bicycling out of necessity, education is urgently needed to reduce the risk of injury until other measures can also be put into place. The timing for education activities can also depend on the issues in the community and how education fits with other parts of the SRTS program.

### *What and How*

What information needs to be shared with each audience is presented in this section as "key messages." How the information can be conveyed is described in "strategies." Key messages and strategies are organized by audience. It is worthwhile to read about all groups because there is overlap among them. For example, sometimes parents and neighbors are also drivers near the school and thus need to be reached for a variety of reasons in a variety of ways.

## Education – Children

### *Ways to deliver education*

A number of methods are available for teaching children about safety and health. Deciding on a method (or more than one) may be influenced by:

- how much content is to be covered
- the amount of time available
- the desired outcome

For example, one-time instruction, such as an assembly, generally offers the least information and requires the least time. Skills practice, which requires more time and extensive preparation, shows the greatest promise for children to adopt safety skills.

### *One-time instruction*

One-time instruction, such as an assembly, offers an opportunity to reach many children quickly. The event builds school-wide excitement about bicycling and walking while offering a way to introduce safety education in schools where competing demands for class time do not allow for more extensive instruction.

Assemblies work best when they are short, visual, focused on a single topic, age-appropriate and engage children. Educational messages may be taught through skits, songs, chants, photographic or artistic presentations, videos, guest speakers or other ways of engaging a large audience. Classes working on related topics, such as health or air quality, can share what they have learned with other children in the audience.

Children may have a hard time remembering or applying what they learn in these brief sessions. One-time methods can be made more effective by reinforcing them throughout the year by inserting messages in school-wide announcements, signs and newsletter articles.

### *Classroom or physical education lessons*

In a classroom or physical education class, education can be provided in the following ways:

- stand-alone lessons
- lessons integrated into subjects such as language arts and math
- comprehensive curriculum delivered in every grade

Ideally, children will receive a comprehensive bicycle and pedestrian safety curriculum which includes hands-on skills practice. Many schools see bicycle and pedestrian safety, whether as part of a comprehensive curriculum or not, fitting nicely into physical education.

### *Lessons integrated into classroom subjects*

Safety education can be integrated into traditional classroom subjects to meet education standards in many ways. Examples include:

- **Math:** Calculating average walking speeds or distances.
- **Science:** Walking outdoors to collect samples and observe nature; Learning about climate change, pollution and how walking and bicycling can play a protective role.
- **Reading:** Reading about nature or walking.
- **Language arts:** Writing about walking or what is seen on the route to school.
- **Art:** Designing posters to encourage walking.
- **Geography:** Tracking students' walking and bicycling mileage and plotting it on a map; Learning about places that the school or class "visits" as they gather miles. (See more details in Encouragement); Drawing a map of the route to school.
- **Health:** Learning about the cardiovascular system; Calculating heart rate; Using pedometers to count steps.

### *Parent involvement*

Parents can be the best instructors for their children because:

- They can serve as role models for safe walking and bicycling behavior.
- They can observe their child's behavior and provide guidance in real-life situations.

Information about what's being taught in school can be sent home and parents can be asked to reinforce the skills with their children. Encouraging parents to take a walk with their child provides time for them to assess the child's skills, such as whether the child pays attention to traffic, chooses appropriate places to walk and has the ability to gauge gaps in traffic that allow for safe street crossing. Parents can also play a role in the school by volunteering to help with classroom and skills practice.

### *Sources of instructors*

All of these educational strategies require at least one individual who is knowledgeable and willing to teach. A variety of people may take on this role. If instruction is to be provided at the school, teachers may cover the material themselves or they may appreciate guest instructors such as a local bicycle club member or law enforcement officer. Parents can play a central role as instructors for their own children but they may need guidance on what to teach. After-school activities are another opportunity to provide safety training and can tap into other community resources. The following individuals can play a role in educating children:

- Physical education or classroom teacher
- Law enforcement, fire department or safety personnel
- Parent
- Volunteer
- School nurse
- Public health professional
- Local bicycle club member including a League of American Bicyclists (LAB) Instructor
- Community group such as a local Safe Kids coalition

### *Structured skills practice*

Skills practice gives children a safe, supervised environment in which to learn safety behaviors. Pedestrian skills practice includes where and when to cross a street and proper crossing procedure. Bicycle skills training includes bicycle handling drills and may also include a supervised group ride in a neighborhood. Simulated situations, whether on foot or bicycle, require space such as a playground or closed parking lot and more than one adult. Bicycle skills practice also usually requires cones, stop signs and other props.

Skills practice may be included in the following ways:

- Part of classroom or physical education class-based lessons
- Part of an after-school program
- A one-time event such as a bicycle rodeo

Bicycle skills practice or any on-bicycle activity is more logistically complex than pedestrian safety training and a knowledgeable instructor such as a police officer, bicycle club member or experienced physical education teacher is needed. Bicycle skills practice is generally conducted with older elementary children and may occur one-time as a bicycle rodeo, or over several sessions as a more complete bicycle safety training.

### *Bicycle rodeo*

Bicycle rodeos are one-time events for children to practice basic bicycling techniques and can serve as an opportunity to check children's bicycles for fit and functioning and to provide instruction on proper helmet use. Rodeos require a knowledgeable instructor and use a simulated setting for practice. Simulated settings may be playgrounds or parking lots set up with stop signs, traffic cones, and other props. Often a stop sign course is set up to teach children how to stop and look for oncoming traffic. Other activities teach balance, stopping, turning and control. Rodeos are often community-sponsored instead of solely conducted by a school.

### *Bicycle safety training*

Bicycle safety training generally lasts five to ten hours over several sessions and includes both information and on-bicycle practice of safe ways to operate a bicycle. At the end of the course participants apply their knowledge and skills in simulated or actual on-road settings. Simulated activities are as described for a bicycle rodeo, but allow more time for practice and mastery. Knowledgeable instructors may be available from the local law enforcement agency or bicycle club. For example, the League of American Bicyclists offers trained instructors to teach their Bicycle Education program.

## Education – Parents

A variety of strategies can be used to reach parents as they teach their children safety skills and drive on the school campus and adjacent streets.

- **Print materials:** To communicate with parents, school web sites, emails to parents, or information sent home with students can all be used. In California, some schools hold "Traffic Safety Days" to promote safe driving in the school zone, as well as encourage safe walking and bicycling. School officials, parent volunteers, police officers and others distribute flyers and talk to drivers who pick up or drop off children. Walkers and bicyclists are given safety information and incentives at a welcome table as they arrive at the school.
- **Enforcement strategies:** Signs, pavement markings, notices and educational flyers placed on windshields of illegally parked motor vehicles remind parents of proper rules and procedures. See Enforcement for more information.
- **Media stories:** Local news stories that focus on Safe Routes to School (SRTS) can also include key messages about pedestrian, bicyclist and traffic safety.
- **Training:** While many parents feel comfortable teaching their child pedestrian safety, they sometimes feel less prepared to teach bicycling rules of the road. One bicycle club in Marin County, California responded to this need by offering a training class for parents on how to teach bicycling skills to their children. Some communities have sought ways to improve parents' driving behavior through training.

In relation to Safe Routes to School (SRTS), parents play a role in their child's safety as:

- **Parents as teachers of safety behaviors:** Practice safe walking and bicycling with your child. Parents teach and model safe behavior for their children. Children have the best chance of retaining and applying walking and bicycling skills if they have a chance to practice them with supervision and reinforcement. It is similar to the need to teach teens to drive — new drivers are not expected to have the skills or knowledge to drive safely without receiving instruction.
- **Parents as drivers on the school campus during drop-off and pick-up times**: Follow correct drop-off and pick-up procedure if driving to the school is necessary. Drivers need to know the appropriate locations for pick up and drop off at the school and any special rules that apply at these times. A well-designed drop-off and pick-up procedure along with drivers who correctly follow the procedure will improve the safety of everyone arriving to or departing from school.
- **Parents as drivers near the school:** Parents are no different than other drivers. Some contribute to safety problems by speeding through school zones and failing to obey traffic signals.

## Encouragement - Overview

Encouragement strategies are about having fun — they generate excitement and interest in walking and bicycling. Special events, mileage clubs, contests and ongoing activities all provide ways for parents and children to discover, or re-discover, that walking and bicycling are do-able and a lot of fun.

Encouragement is one of the complementary strategies that safe routes to school (SRTS) programs use to increase the number of children who walk and bicycle to school safely. In particular, encouragement and education strategies are closely intertwined, working together to promote walking and bicycling by rewarding participation and educating children and adults about safety and the benefits of bicycling and walking.

Encouragement activities also play an important role moving the overall SRTS program forward because they build interest and enthusiasm which can buoy support for changes that might require more time and resources, such as constructing a new sidewalk.

In brief, encouragement activities:

- Can be quick and easy to start.
- Can be done with little funding.
- Can be organized by parents, students, teachers or community volunteers.
- Involve all children, including children with disabilities.
- Focus on fun and enjoyment.
- Jumpstart a community's interest in walking and bicycling.
- Show quick success and generate enthusiasm for other strategies that may require a greater investment of time and resources.
- Can foster safe walking, bicycling and physical activity behaviors that will be useful throughout children's lives.
- Offer teachable moments to reinforce safe walking and bicycling behaviors.

There are many encouragement strategies, such as Walk to School Days, when the whole school is invited to take one day off from their usual routine to join in the parade of children walking and bicycling to school. Walking school buses and bicycle trains are organized efforts that group children with adults for safety and for fun while contests help to encourage students to walk or bicycle by offering rewards and recognition.

## Encouragement – Special Events

A special event is usually a one-day activity to celebrate walking and bicycling to school. Most often, families walk or bicycle from home or from a group meeting area. Signs, balloons and banners can be used to create an air of excitement and celebration. When they arrive at the school, participants might be greeted by the school principal or a school mascot and receive snacks and small gifts like stickers. A press conference, songs, flag salute or other group activity round out the event.

Volunteers help plan the event, walk with children and give out items at the school. These events offer the added benefits of bringing visibility to SRTS and related issues as well as educating families and the broader community about the benefits and joy of walking and bicycling safely to school. They may be held once a year, such as International Walk to School Day, or several times during the year.

### *Advantages*

- Less labor intensive than ongoing activities.
- Opportunity to engage broader community, including politicians and other community leaders, and bring visibility for SRTS.
- Opportunity to involve diverse groups of students and adults in a common activity.
- Opportunity to gain media coverage.

### *Considerations*

- Requires providing a route, or routes, that will be safe for all participants which may not be a route from their homes.
- Should include all students, including students with disabilities.
- Limited ability to promote daily walking to school.

### *Quick steps for a special event:*

1. Find partners including parents, school personnel, law enforcement and community members.
2. Plan the celebration, including a safe route and any needed volunteers and incentives.
3. For International Walk to School events, register at www.walktoschool.org/register.
4. Promote the event.
5. Have fun.

## Encouragement – International Walk to School Day

International Walk to School Day, held in October each year, joins children and adults from around the world to celebrate walking and bicycling to school.

This event can be a fun way to kick off a Safe Routes to School (SRTS) program. In fact, many participating communities use the event to work towards creating safe environments that support walking and bicycling every day. A survey of U.S. Walk to School Coordinators in 2002 found that 43 percent were working towards making permanent changes in conjunction with their event, and that percentage is on the rise (Pedestrian and Bicycle Information Center [PBIC], 2004; PBIC, 2005a). In 2005, over one-half of registered events were part of ongoing activities at the school to promote bicycling and walking (PBIC, 2005b).

Since it began in the US in 1997, participation both within the US and in other countries has grown every year. The event's popularity led to the establishment of October as Walk to School Month, giving communities the flexibility to celebrate on a single day, week or throughout the month. Information about how to register for and plan a local event can be found at *www.walktoschool.org.*

## Encouragement – Mileage Clubs and Contests

Mileage clubs and contests encourage children either to begin walking and bicycling to school or to increase their current amount of physical activity by making it fun and rewarding. Generally, children track the amount of miles they walk or bicycle and get a small gift or a chance to win a prize after a certain mileage goal is reached.

Mileage clubs and contests are usually designed in one of three ways:

- on an individual basis where every child logs miles walked or bicycled and has a chance to win;
- as a classroom competition where a classroom's collective miles are compared against other classes; or
- as a competition among schools.

Winners are rewarded with prizes including medals, certificates or trophies.

These activities are very flexible. Depending on the school, the competition aspect can be emphasized or not, and the rewards can be elaborate or simple. In cases where children cannot walk or bicycle to school, because of distance, safety concerns, or a disability, the school can provide credit for distance walked and bicycled at home, to and from a bus stop, or during the school day on campus.

Mileage clubs and contests usually involve incentives like prizes or small gifts. In order to be most effective, incentives need to be provided in concert with other strategies over a period of time — not just given once.

### *Advantages*

- Can provide quick reinforcement for walking and bicycling.
- Children like incentives.
- Can include all students.
- Can include walking and bicycling beyond the trip to school.

### *Considerations*

- Needs a coordinator.
- Requires record-keeping.
- Should be age appropriate and simple in design.

### *Quick steps to a mileage club or contest:*

1. Identify coordinator and (if necessary) obtain school's support.
2. Decide where children can accrue mileage (on the way to school, at home, on the school campus)
3. Create system for logging and tracking mileage or number of times walked / bicycled.
4. Decide on incentives.
5. Promote.
6. Kick off.
7. Recognize and reward participation.
8. Track participation.
9. Make changes as needed.

## Encouragement – Walking School Bus or Bicycle Train

A walking school bus and bicycle train both consist of groups of students accompanied by adults that walk or bicycle a pre-planned route to school. Routes can originate from a particular neighborhood or, in order to include children who live too far to walk or bicycle, begin from a parking lot. They may operate daily, weekly or monthly. Often, they are started in order to address parents' concerns about traffic and personal safety while providing a chance for parents and children to socialize.

### *Advantages*

- Can be loosely structured or highly organized (see "Quick steps").
- Can include a meeting point with a parking lot so children and parents who must drive can participate.

### *Considerations*

- Requires identifying appropriate routes.
- Requires parents to walk with children or use waivers to address liability concerns.
- More organized structure requires considerable planning.
- Bicycle train participants need to wear helmets.

Walking school buses and bicycle trains can be loosely structured or highly organized. For example, walking buses or bicycle trains can be as simple as neighborhood families deciding to walk or bicycle together. More formal, organized walking school buses and bicycle have a coordinator who recruits volunteers and participants, creates a schedule and designs a walking route. While requiring more effort, more structured walking school buses and bicycle trains offer the opportunity to involve more children.

### *Quick steps to a walking school bus or bicycle train*

#### *Loose, informal structure*

1. Invite families who live nearby to walk or bicycle as a group.
2. Pick a route and take a test walk or ride.
3. Decide how often the group will travel together.
4. Start walking or bicycling.

#### *Highly organized, more formal structure*

1. Determine the amount of interest in a walking school bus or bicycle train. Contact potential participants and partners and identify a coordinator.
2. Identify the route(s).
3. Identify a sufficient number of adults to supervise walkers or bicyclists. (The Centers for Disease Control recommends one adult per three children for children ages 4 to 6 and one adult for six children for older elementary children ages 7 to 9 (2000). For bicyclists, one adult per three to six children is advisable.)
4. Finalize logistical details including setting a time schedule, training volunteers and promoting participation.
5. Kick off the activity.
6. Track participation.
7. Make changes to the activity as needed.

## Encouragement – On-campus Walking Activities

In situations where distance, safety concerns, or a disability prevents a child from walking or biking to school, communities can encourage walking on the school campus. For example, school officials can establish walking activities before or after school or during recess, physical education or health class. Walk routes on the school grounds provide all students an opportunity to walk a safe route and increase their physical activity. Ideas presented in the Mileage clubs and contests section also provide suggestions for incorporating routine walking into the school day.

### *Advantages*

- Includes children that may otherwise not be able to participate in SRTS activities.

### *Considerations*

- Needs school or volunteer coordinator and support from administration.
- May require time in the school schedule.

### *Quick steps to on-campus walking activities*

1. Identify a coordinator and obtain school's support.
2. Determine the scope of the activity: who will be involved? When will they walk? Where will they walk? For how long will they walk?
3. Set goals for walkers either by accumulated distance, amount of time or number of days walked.
4. Obtain incentives (optional).
5. Promote.
6. Kick off.
7. Track participation.
8. Make changes to the activity as needed.

## Encouragement – Park and walk

A pre-determined parking lot acts as the meeting area for families who drive and then park and walk the remaining distance to school. Some communities require parents to walk with their children to school while others have designated adult volunteers to walk groups of children from the parking area to school.

Park and walk campaigns have the potential to reduce traffic congestion around a school and encourage physical activity for parents and children. This strategy is especially helpful for including families who live too far from the school to walk or who do not have a safe route to school.

### *Advantages*

- Includes families who live too far to walk or have an unsafe route.
- Encourages neighborhood involvement.
- Reduces traffic congestion at the school.

### *Considerations*

- Requires identifying a safe route from the parking area to the school.
- Requires working with the parking lots owner.

### *Quick steps to a park and walk activity*

1. Locate a parking lot within walking distance of the school. Work with lot owner to allow use.
2. Map a safe route to school from parking area.
3. Recruit volunteers if parents are not required to walk with their children.
4. Promote it.
5. Kick off.
6. Track participation.
7. Make changes to the activity as needed.

# Appendix B – Infrastructure Recommendations, Costs, and Illustrations

# ENGINEER'S ESTIMATE - HIGHLANDS

**Client:** City of Mission
**Project:** Mission Kansas, Safe Routes to Schools
**Project Number:** 015-2709
**Date:** 5/25/2016

| ITEM DESCRIPTION | QUANTITY | UNIT | UNIT COST $ | COST $ |
|---|---|---|---|---|
| *New Sidewalk on the west side of Cedar St from 63rd St. to 61st Terr.* | | | | |
| 4" Sidewalk | 2360 | Sq. Ft. | $4.50 | $10,620.00 |
| Combined Sidewalk Retaining wall | 52 | Cu. Yd. | $800.00 | $41,631.11 |
| Unclassified Excavation | 271 | Cu. Yd. | $15.00 | $4,072.22 |
| Rectangular Rapid Flash Beacons (Pair) (Installed) | 1 | Each | $20,000.00 | $20,000.00 |
| Advanced School Crossing Sign | 1 | Each | $350.00 | $350.00 |
| 30" White Pre-Formed Thermoplastic | 40 | Ft. | $20.00 | $800.00 |
| ADA ramp | 7 | Each | $2,600.00 | $18,200.00 |
| | | | **SUBTOTAL** | **$95,673.33** |
| | | **CONTINGENCY** | **20%** | **$19,134.67** |
| | | | **TOTAL** | **$114,808.00** |
| | | | | |
| *Replace sidewalk at back south entrance, including connection to Asph.* | | | | |
| Remove & Replace 4" Concrete Sidewalk (Existing width) | 805 | Sq. Ft. | $20.00 | $16,100.00 |
| Remove & Replace fence (4' Chain Link) | 161 | Ft. | $30.00 | $4,830.00 |
| Contractor furnished fill to correct cross slope | 12 | Cu. Yd. | $25.00 | $298.15 |
| 4" Sidewalk connection | 125 | Sq. ft. | $4.50 | $562.50 |
| | | | **SUBTOTAL** | **$21,790.65** |
| | | **CONTINGENCY** | **20%** | **$4,358.13** |
| | | | **TOTAL** | **$26,148.78** |
| | | | | |
| *Replace sidewalk at back north entrance between fences* | | | | |
| Remove & Replace 4" Concrete Sidewalk (Existing width) | 840 | Sq. Ft. | $20.00 | $16,800.00 |
| Contractor furnished fill to correct cross slope | 12 | Cu. Yd. | $20.00 | $248.89 |
| Remove & Replace fence (6' Privacy) | 168 | Ft. | $40.00 | $6,720.00 |
| | | | **SUBTOTAL** | **$23,768.89** |
| | | **CONTINGENCY** | **20%** | **$4,753.78** |
| | | | **TOTAL** | **$28,522.67** |
| | | | | |
| *New pedestrian crossing at south back entrance* | | | | |
| ADA ramp | 2 | Each | $2,600.00 | $5,200.00 |
| School Crossing Signs | 2 | Each | $350.00 | $700.00 |
| Wayfinding signs | | Each | $350.00 | |
| 30" White Pre-Formed Thermoplastic | 30 | Ft. | $20.00 | $600.00 |
| Remove & Replace Curb & Gutter | 12 | Ft. | $40.00 | $480.00 |
| | | | **SUBTOTAL** | **$6,980.00** |
| | | **CONTINGENCY** | **20%** | **$1,396.00** |
| | | | **TOTAL** | **$8,376.00** |
| | | | | |
| *New pedestrian crossing at north back entrance* | | | | |
| ADA ramp | 2 | Each | $2,600.00 | $5,200.00 |
| School Crossing Signs | 2 | Each | $350.00 | $700.00 |
| Wayfinding signs | 8 | Each | $351.00 | $2,808.00 |
| 30" White Pre-Formed Thermoplastic | 30 | Ft. | $20.00 | $600.00 |
| Remove & Replace Curb & Gutter | 12 | Ft. | $40.00 | $480.00 |
| | | | **SUBTOTAL** | **$9,788.00** |
| | | **CONTINGENCY** | **20%** | **$1,957.60** |
| | | | **TOTAL** | **$11,745.60** |
| | | | | |
| *New Rectangular Rapid Flashing Beacon at Nall & 63rd Terr.* | | | | |
| Rectangular Rapid Flash Beacons (Pair) (Installed) | 1 | Each | $20,000.00 | $20,000.00 |
| | | | **SUBTOTAL** | **$20,000.00** |
| | | **CONTINGENCY** | **20%** | **$4,000.00** |
| | | | **TOTAL** | **$24,000.00** |

# ENGINEER'S ESTIMATE - HIGHLANDS

**Client:** City of Mission
**Project:** Mission Kansas, Safe Routes to Schools
**Project Number:** 015-2709
**Date:** 5/25/2016

| ITEM DESCRIPTION | QUANTITY | UNIT | UNIT COST $ | COST $ |
|---|---|---|---|---|
| | | | | |
| *Reconfigure crossings at 63rd Terr. and Roe Avenue* | | | | |
| Remove & Replace ADA ramp | 4 | Each | $2,900.00 | $11,600.00 |
| 4" Sidewalk | 55 | Sq. Ft. | $4.50 | $247.50 |
| School Crossing Signs | 4 | Each | $350.00 | $1,400.00 |
| 30" White Pre-Formed Thermoplastic | 60 | Ft. | $20.00 | $1,200.00 |
| Remove & Replace Curb & Gutter | 30 | Ft. | $40.00 | $1,200.00 |
| | | | **SUBTOTAL** | **$15,647.50** |
| | | **CONTINGENCY** | **20%** | **$3,129.50** |
| | | | **TOTAL** | **$18,777.00** |

**TOTAL** **$232,378.04**

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DATE: Mar 18, 2016 11:17am XREFS:

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|---|---|---|
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| DRAWN BY: AKU | | 5 |
| DATE: 3/18/2016 | | |

OLSSON ASSOCIATES
7301 West 133rd Street
Suite 200
Overland Park, KS 66213-4750
TEL 913.381.1170
FAX 913.381.1174

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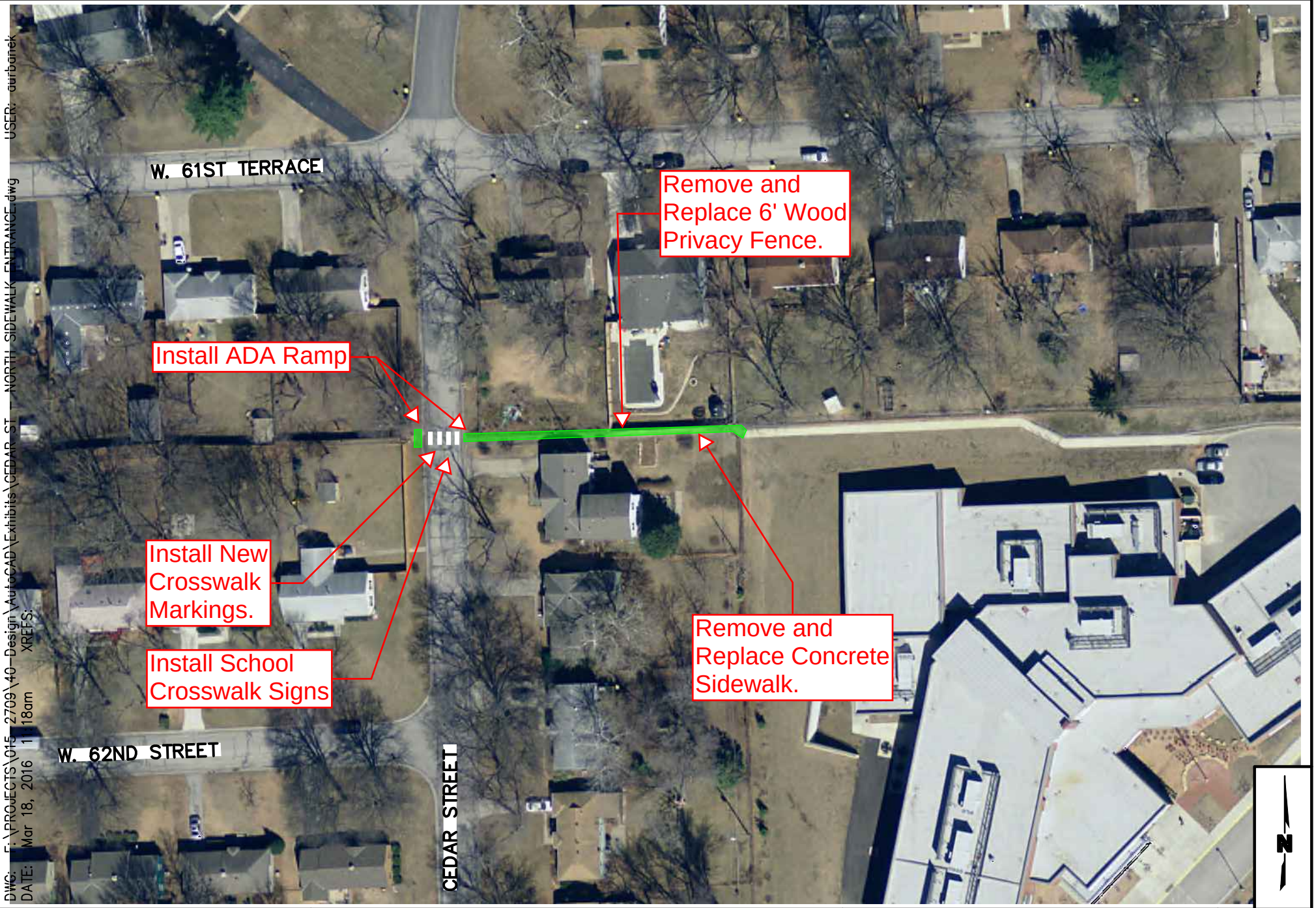
| DRAWN BY: AKU | | 7301 West 133rd Street<br>Suite 200<br>Overland Park, KS 66213-4750<br>TEL 913.381.1170<br>FAX 913.381.1174 | 7 |
| DATE: 3/18/2016 | | | |

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| DRAWN BY: AKU | | 7301 West 133rd Street<br>Suite 200<br>Overland Park, KS 66213-4750<br>TEL 913.381.1170<br>FAX 913.381.1174 | 6 |
| DATE: 3/18/2016 | | | |

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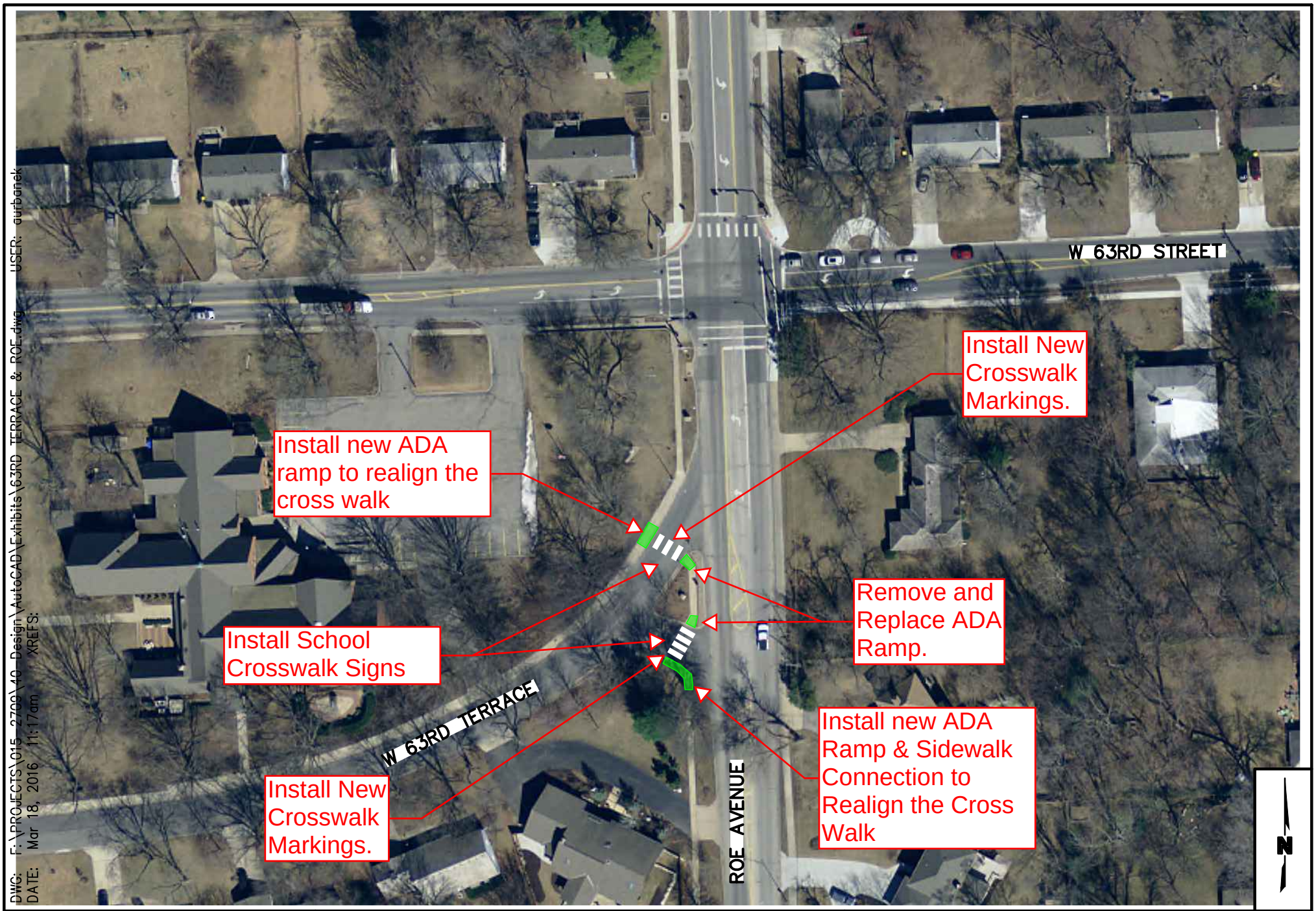
| DRAWN BY: AKU | | 7301 West 133rd Street<br>Suite 200<br>Overland Park, KS 66213-4750<br>TEL 913.381.1170<br>FAX 913.381.1174 | 1 |
| DATE: 3/18/2016 | | | |

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| DRAWN BY: AKU | | 7301 West 133rd Street<br>Suite 200<br>Overland Park, KS 66213-4750<br>TEL 913.381.1170<br>FAX 913.381.1174 | 2 |
| DATE: 3/18/2016 | | | |

# ENGINEER'S ESTIMATE - RUSHTON

**Client:** City of Mission
**Project:** Mission Kansas, Safe Routes to Schools
**Project Number:** 015-2709
**Date:** 5/25/2016

| ITEM DESCRIPTION | QUANTITY | UNIT | UNIT COST $ | COST $ |
|---|---|---|---|---|
| *Cross Walk upgrades on 52nd Street (two crossings)* | | | | |
| School Crossing Signs (no posts) | 4 | Each | $160.00 | $640.00 |
| 30" White Pre-Formed Thermoplastic | 60 | Ft. | $20.00 | $1,200.00 |
| Remove & Replace ADA ramp | 4 | Each | $2,900.00 | $11,600.00 |
| Remove & Replace Curb & Gutter | 26 | Ft. | $40.00 | $1,040.00 |
| | | | | |
| | | | **SUBTOTAL** | **$14,480.00** |
| | | **CONTINGENCY** | **20%** | **$2,896.00** |
| | | | **TOTAL** | **$17,376.00** |
| | | | | |
| *Upgrade cross walk at 53rd & Outlook* | | | | |
| Rectangular Rapid Flash Beacons (Pair) (Installed) | 1 | Each | $20,000.00 | $20,000.00 |
| Remove & Replace ADA ramp | 2 | Each | $2,900.00 | $5,800.00 |
| Remove & Replace Curb & Gutter | 18 | Ft. | $40.00 | $720.00 |
| 30" White Pre-Formed Thermoplastic | 30 | Ft. | $20.00 | $600.00 |
| Remove & Replace 4" Concrete Sidewalk | 50 | Sq. Ft. | $12.00 | $600.00 |
| | | | **SUBTOTAL** | **$27,720.00** |
| | | **CONTINGENCY** | **20%** | **$5,544.00** |
| | | | **TOTAL** | **$33,264.00** |
| | | | | |
| *Stripe bike lane on Lamar from 52nd St. to 51st St.* | | | | |
| Pavement Marking 4" White thermoplastic | 615 | Ft | $2.50 | $1,537.50 |
| Bike lane signage | 2 | Each | $350.00 | $700.00 |
| | | | | |
| | | | **SUBTOTAL** | **$2,237.50** |
| | | **CONTINGENCY** | **20%** | **$447.50** |
| | | | **TOTAL** | **$2,685.00** |
| | | | | |
| *Stripe bike lane on Lamar from Shawnee Mission Parkway to Foxridge (NB &SB)* | | | | |
| Pavement Marking 4" White thermoplastic | 15800 | Ft | $2.50 | $39,500.00 |
| White Directional Bike Arrows (Pre Formed Thermoplastic) | 32 | Each | $125.00 | $4,000.00 |
| White Bicycle Symbols (Pre Formed Thermoplastic) | 32 | Each | $225.00 | $7,200.00 |
| Pavement marking symbol (Sharrow ) | 10 | Each | $500.00 | $5,000.00 |
| Bike lane signage | 20 | Each | $350.00 | $7,000.00 |
| | | | | |
| | | | | |
| | | | **SUBTOTAL** | **$62,700.00** |
| | | **CONTINGENCY** | **20%** | **$12,540.00** |
| | | | **TOTAL** | **$75,240.00** |
| | | | | |
| *Upgrade Cross Walk at 51st & Woodson* | | | | |
| Remove & Replace ADA ramp | 2 | Each | $2,900.00 | $5,800.00 |
| Remove & Replace Curb & Gutter | 12 | Ft. | $40.00 | $480.00 |
| | | | **SUBTOTAL** | **$6,280.00** |
| | | **CONTINGENCY** | **20%** | **$1,256.00** |
| | | | **TOTAL** | **$7,536.00** |

**TOTAL** **$136,101.00**

# ENGINEER'S ESTIMATE - RUSHTON

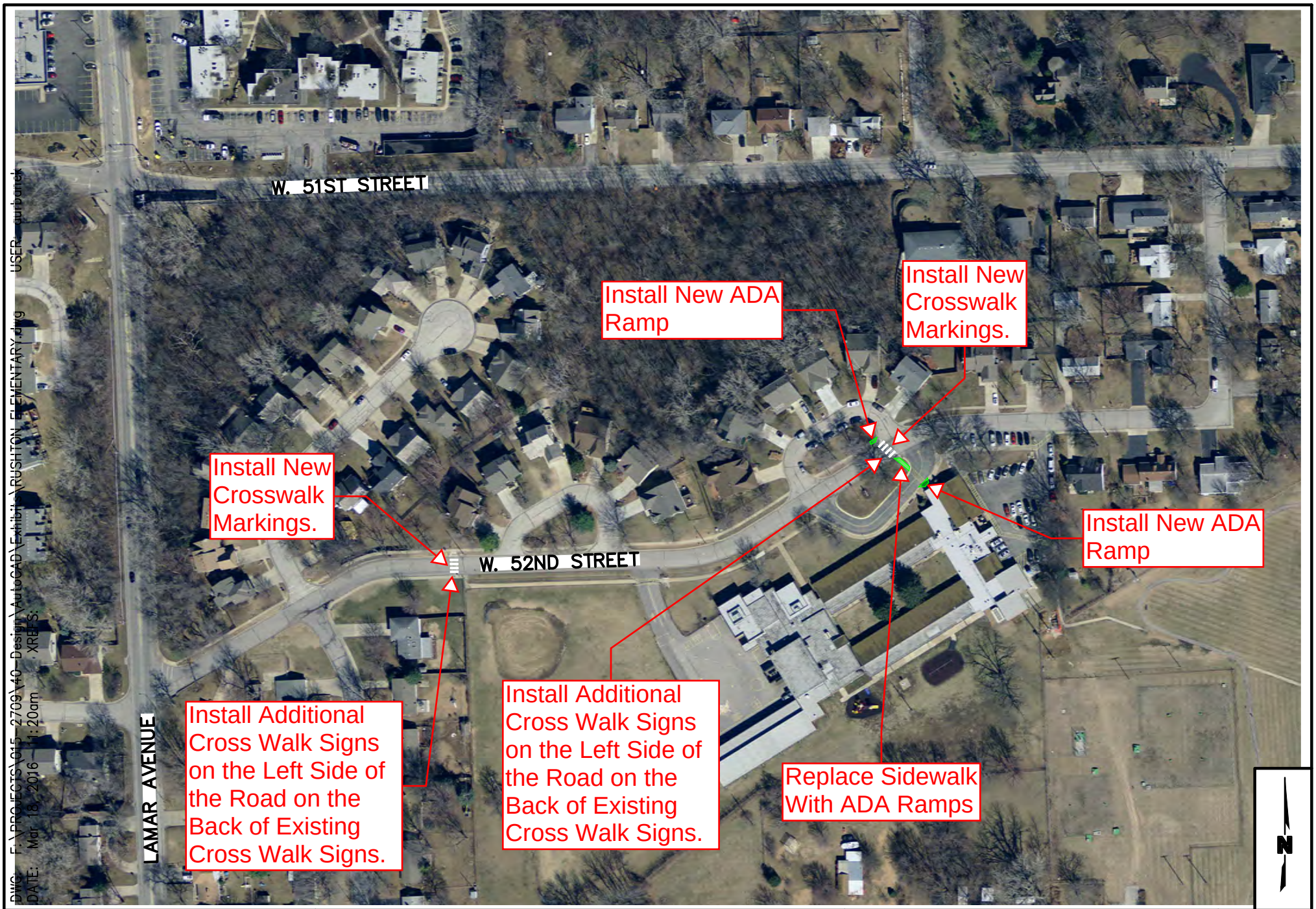
**Client:** City of Mission
**Project:** Mission Kansas, Safe Routes to Schools
**Project Number:** 015-2709
**Date:** 5/10/2016

| ITEM DESCRIPTION | QUANTITY | UNIT | UNIT COST $ | COST $ |
|---|---|---|---|---|
| *Cross Walk upgrades on 52nd Street (two crossings)* | | | | |
| School Crossing Signs (no posts) | 4 | Each | $160.00 | $640.00 |
| 30" White Pre-Formed Thermoplastic | 60 | Ft. | $20.00 | $1,200.00 |
| Remove & Replace ADA ramp | 4 | Each | $2,900.00 | $11,600.00 |
| Remove & Replace Curb & Gutter | 26 | Ft. | $40.00 | $1,040.00 |
| | | | | |
| | | | **SUBTOTAL** | **$14,480.00** |
| | | **CONTINGENCY** | **20%** | **$2,896.00** |
| | | | **TOTAL** | **$17,376.00** |
| | | | | |
| *Upgrade cross walk at 53rd & Outlook* | | | | |
| Rectangular Rapid Flash Beacons (Pair) (Installed) | 1 | Each | $20,000.00 | $20,000.00 |
| Remove & Replace ADA ramp | 2 | Each | $2,900.00 | $5,800.00 |
| Remove & Replace Curb & Gutter | 18 | Ft. | $40.00 | $720.00 |
| 30" White Pre-Formed Thermoplastic | 30 | Ft. | $20.00 | $600.00 |
| Remove & Replace 4" Concrete Sidewalk | 50 | Sq. Ft. | $12.00 | $600.00 |
| | | | **SUBTOTAL** | **$27,720.00** |
| | | **CONTINGENCY** | **20%** | **$5,544.00** |
| | | | **TOTAL** | **$33,264.00** |
| | | | | |
| *Stripe bike lane on Lamar from 52nd St. to 51st St.* | | | | |
| Pavement Marking 4" White thermoplastic | 615 | Ft | $2.50 | $1,537.50 |
| Bike lane signage | 2 | Each | $350.00 | $700.00 |
| | | | | |
| | | | **SUBTOTAL** | **$2,237.50** |
| | | **CONTINGENCY** | **20%** | **$447.50** |
| | | | **TOTAL** | **$2,685.00** |
| | | | | |
| *Stripe bike lane on Lamar from Shawnee Mission Parkway to Foxridge (NB &SB)* | | | | |
| Pavement Marking 4" White thermoplastic | 15800 | Ft | $2.50 | $39,500.00 |
| White Directional Bike Arrows (Pre Formed Thermoplastic) | 32 | Each | $125.00 | $4,000.00 |
| White Bicycle Symbols (Pre Formed Thermoplastic) | 32 | Each | $225.00 | $7,200.00 |
| Pavement marking symbol (Sharrow ) | 10 | Each | $500.00 | $5,000.00 |
| Bike lane signage | 20 | Each | $350.00 | $7,000.00 |
| | | | | |
| | | | | |
| | | | **SUBTOTAL** | **$62,700.00** |
| | | **CONTINGENCY** | **20%** | **$12,540.00** |
| | | | **TOTAL** | **$75,240.00** |
| | | | | |
| *Upgrade Cross Walk at 51st & Woodson* | | | | |
| Remove & Replace ADA ramp | 2 | Each | $2,900.00 | $5,800.00 |
| Remove & Replace Curb & Gutter | 12 | Ft. | $40.00 | $480.00 |
| | | | **SUBTOTAL** | **$6,280.00** |
| | | **CONTINGENCY** | **20%** | **$1,256.00** |
| | | | **TOTAL** | **$7,536.00** |

# ENGINEER'S ESTIMATE - RUSHTON

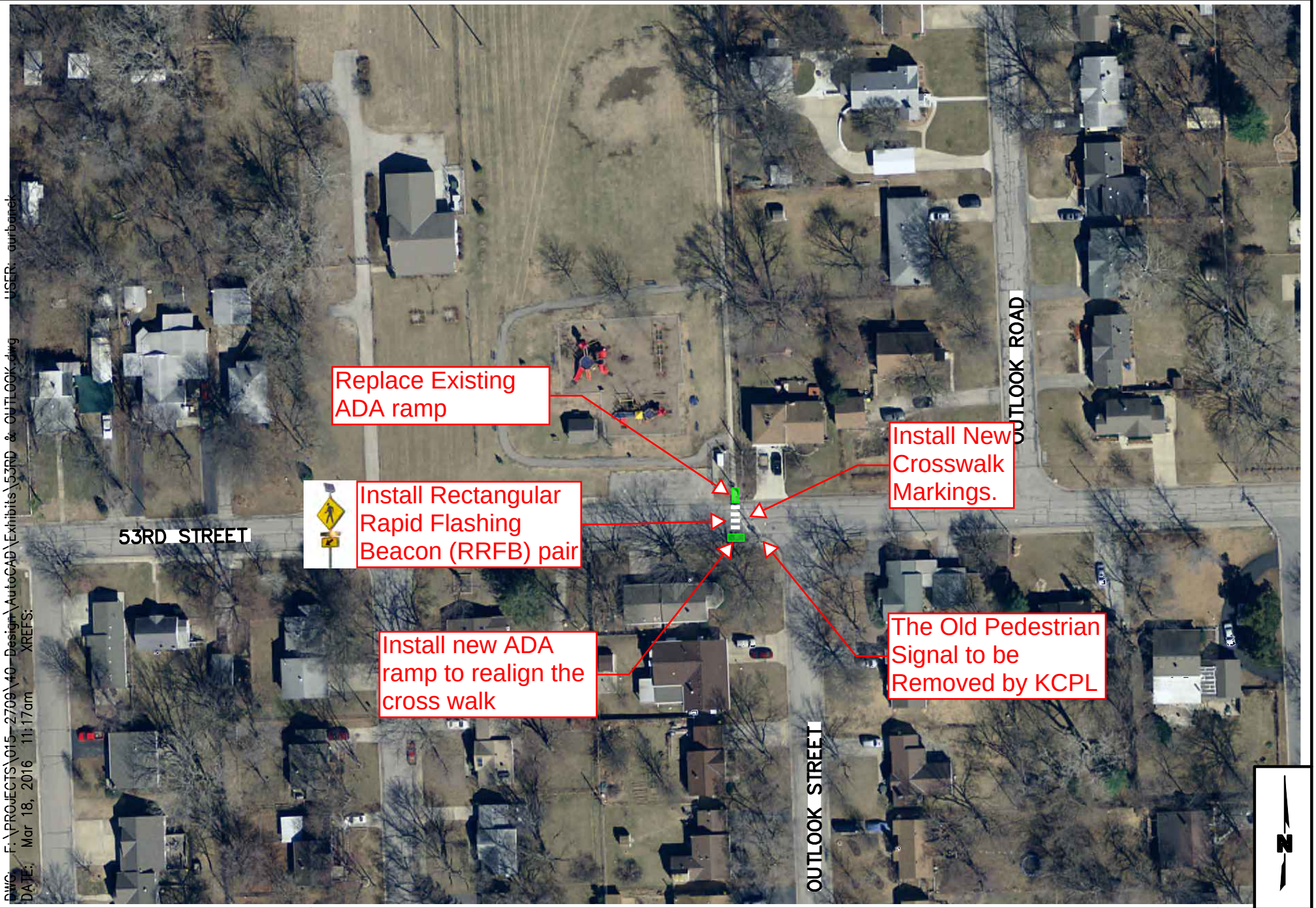
**Client:** City of Mission
**Project:** Mission Kansas, Safe Routes to Schools
**Project Number:** 015-2709
**Date:** 5/10/2016

| ITEM DESCRIPTION | QUANTITY | UNIT | UNIT COST $ | COST $ |
|---|---|---|---|---|
| | | | **TOTAL** | **$136,101.00** |



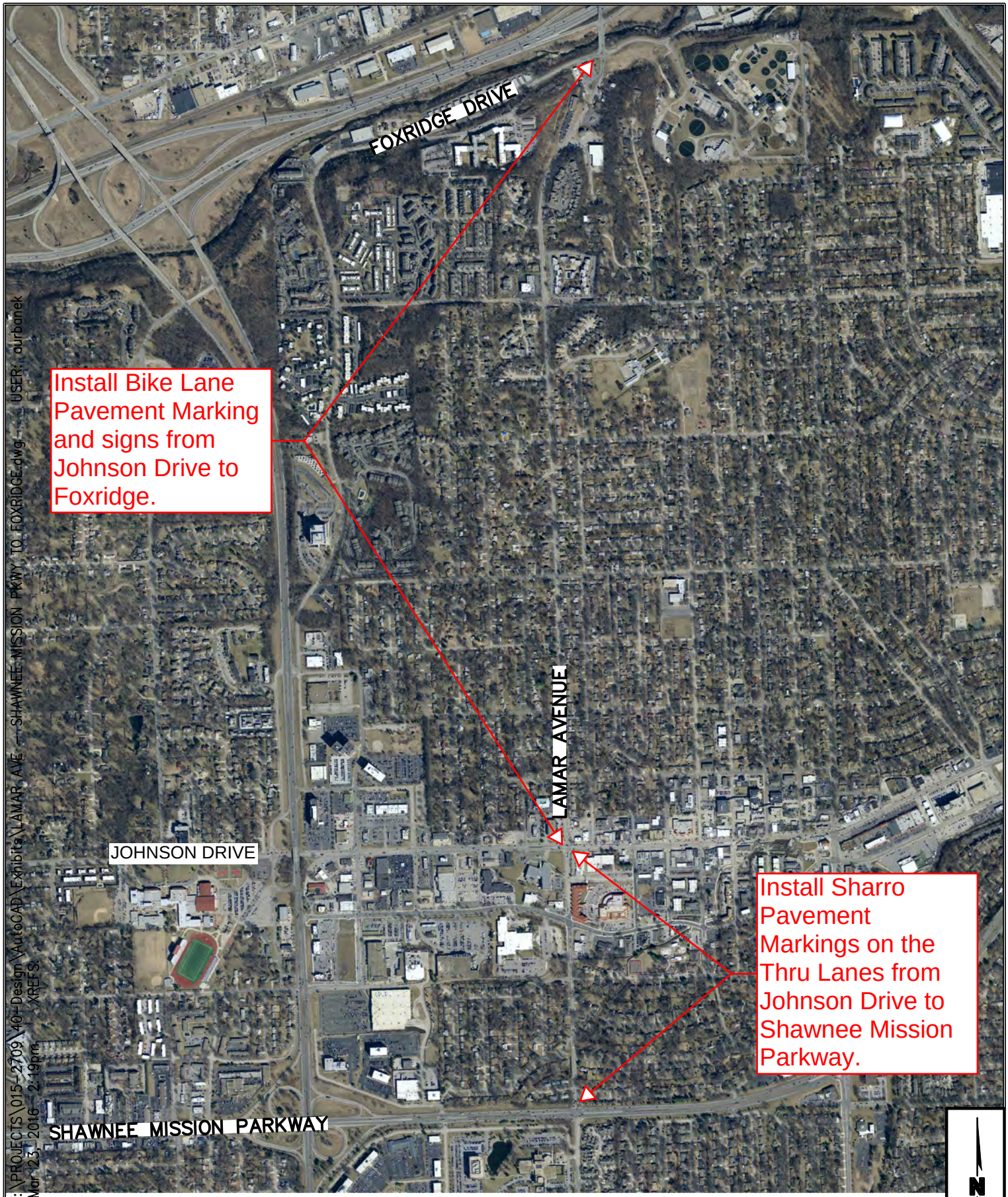

DWG: F:\PROJECTS\015-2709\40-Design\AutoCAD\Exhibits\RUSHTON ELEMENTARY.dwg USER: aurbanek
DATE: Mar 18, 2016 - 11:20am XREFS:

| | | | |
|---|---|---|---|
| PROJECT NO: 015-2709 | RUSHTON ELEMENTARY | OLSSON ASSOCIATES | EXHIBIT |
| DRAWN BY: AKU | | 7301 West 133rd Street<br>Suite 200<br>Overland Park, KS 66213-4750<br>TEL 913.381.1170<br>FAX 913.381.1174 | 10 |
| DATE: 3/18/2016 | | | |




DWG: F:\PROJECTS\015-2709\10-Design\AutoCAD\Exhibits\53RD & OUTLOOK.dwg USER: durbanek
DATE: Mar 18, 2016 11:17am XREFS:

| | | | |
|---|---|---|---|
| PROJECT NO: 015-2709 | 53RD STREET & OUTLOOK ROAD | OLSSON ASSOCIATES | EXHIBIT |
| DRAWN BY: AKU | | 7301 West 133rd Street<br>Suite 200<br>Overland Park, KS 66213-4750<br>TEL 913.381.1170<br>FAX 913.381.1174 | 3 |
| DATE: 3/18/2016 | | | |




DWG: F:\PROJECTS\015-2709\40-Design\AutoCAD\Exhibits\LAMAR AVE - SHAWNEE MISSION PKWY TO FOXRIDGE.dwg USER: ourbanek
DATE: Mar 23, 2016 2:19pm XREFS:

| | | | | |
|---|---|---|---|---|
| PROJECT NO: 015-2709 | LAMAR AVE. - SHAWNEE MISSION PKWY TO FOXRIDGE DR. | OLSSON ASSOCIATES | 7301 West 133rd Street<br>Suite 200<br>Overland Park, KS 66213-4750<br>TEL 913.381.1170<br>FAX 913.381.1174 | EXHIBIT |
| DRAWN BY: AKU | | | | 13 |
| DATE: 3/18/2016 | | | | |

# ENGINEER'S ESTIMATE - HORIZONS

**Client:** City of Mission
**Project:** Mission Kansas, Safe Routes to Schools
**Project Number:** 015-2709
**Date:** 5/25/2016

| ITEM DESCRIPTION | QUANTITY | UNIT | UNIT COST $ | COST $ |
|---|---|---|---|---|
| *Add pedestrian lighting on Lamar from Johnson Drive to 51st St. (one side)* | | | | |
| Pedestrian lighting system | 1 | Lump sum | $16,000.00 | $16,000.00 |
| | | | | |
| | | | | |
| | | | **SUBTOTAL** | **$16,000.00** |
| | | **CONTINGENCY** | **20%** | **$3,200.00** |
| | | | **TOTAL** | **$19,200.00** |
| | | | | |
| *Optimize pedestrian signal timing at Johnson Drive & Lamar* | | | | |
| Signal technician | 1 | Lump sum | $600.00 | $600.00 |
| | | | | |
| | | | **SUBTOTAL** | **$600.00** |
| | | **CONTINGENCY** | **20%** | **$120.00** |
| | | | **TOTAL** | **$720.00** |
| | | | | |
| *Optimize pedestrian signal timing of signal at SMP & Lamar* | | | | |
| Signal technician | 1 | Lump sum | $600.00 | $600.00 |
| | | | | |
| | | | **SUBTOTAL** | **$600.00** |
| | | **CONTINGENCY** | **20%** | **$120.00** |
| | | | **TOTAL** | **$720.00** |
| | | | | |
| *Add pedestrian refuge island on the east leg of SMP & Lamar* | | | | |
| ADA ramp | 2 | Each | $3,000.00 | $6,000.00 |
| Curb and Gutter | 60 | Ft. | $25.00 | $1,500.00 |
| 30" White Pre-Formed Thermoplastic | 120 | Ft. | $20.00 | $2,400.00 |
| 4" concrete median island pavement | 11 | Sq. Yd. | $45.00 | $500.00 |
| 4" Sidewalk | 300 | Sq. ft. | $4.50 | $1,350.00 |
| Remove & Replace ADA ramp | 2 | Each | $2,900.00 | $5,800.00 |
| Remove & Replace Curb & Gutter | 20 | Ft. | $40.00 | $800.00 |
| Add Pedestrian push buttons in the refuge island including wiring | 1 | Lump Sum | $6,800.00 | $6,800.00 |
| | | | **SUBTOTAL** | **$25,150.00** |
| | | **CONTINGENCY** | **20%** | **$5,030.00** |
| | | | **TOTAL** | **$30,180.00** |
| | | | | |
| *Complete Crosswalks on west and north legs of SMP & Lamar* | | | | |
| ADA ramp | 4 | Each | $3,000.00 | $12,000.00 |
| 4" concrete median island pavement | 11 | Sq. Yd. | $45.00 | $500.00 |
| Curb and Gutter | 60 | Ft. | $25.00 | $1,500.00 |
| 30" White Pre-Formed Thermoplastic | 224 | Ft. | $20.00 | $4,480.00 |
| 4" Sidewalk | 550 | Sq. ft. | $4.50 | $2,475.00 |
| Remove & Replace Curb & Gutter | 32 | Ft. | $40.00 | $1,280.00 |
| Add Pedestrian push buttons in the refuge island including wiring | 1 | Lump Sum | $6,800.00 | $6,800.00 |
| | | | **SUBTOTAL** | **$29,035.00** |
| | | **CONTINGENCY** | **20%** | **$5,807.00** |
| | | | **TOTAL** | **$34,842.00** |

**TOTAL** **$85,662.00**

# ENGINEER'S ESTIMATE - HORIZONS

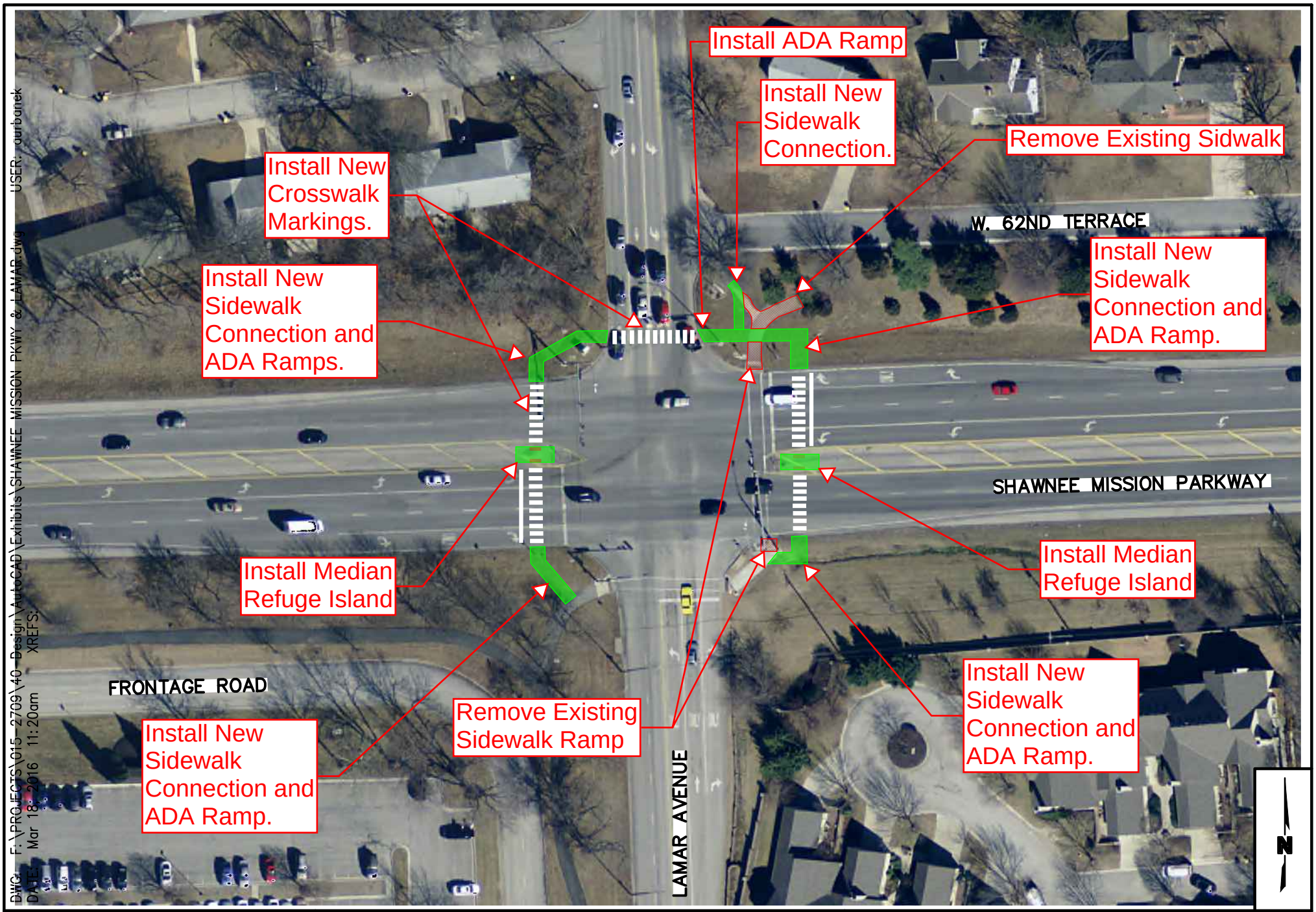
**Client:** City of Mission
**Project:** Mission Kansas, Safe Routes to Schools
**Project Number:** 015-2709
**Date:** 3/23/2016

| ITEM DESCRIPTION | QUANTITY | UNIT | UNIT COST $ | COST $ |
|---|---|---|---|---|
| *Add pedestrian lighting on Lamar from Johnson Drive to 51st St. (one side)* | | | | |
| Pedestrian lighting system | 1 | Lump sum | $16,000.00 | $16,000.00 |
| | | | | |
| | | | | |
| | | | **SUBTOTAL** | **$16,000.00** |
| | | **CONTINGENCY** | **20%** | **$3,200.00** |
| | | | **TOTAL** | **$19,200.00** |
| | | | | |
| *Optimize pedestrian signal timing at Johnson Drive & Lamar* | | | | |
| Signal technician | 1 | Lump sum | $600.00 | $600.00 |
| | | | | |
| | | | **SUBTOTAL** | **$600.00** |
| | | **CONTINGENCY** | **20%** | **$120.00** |
| | | | **TOTAL** | **$720.00** |
| | | | | |
| *Optimize pedestrian signal timing of signal at SMP & Lamar* | | | | |
| Signal technician | 1 | Lump sum | $600.00 | $600.00 |
| | | | | |
| | | | **SUBTOTAL** | **$600.00** |
| | | **CONTINGENCY** | **20%** | **$120.00** |
| | | | **TOTAL** | **$720.00** |
| | | | | |
| *Add pedestrian refuge island on the east leg of SMP & Lamar* | | | | |
| ADA ramp | 2 | Each | $3,000.00 | $6,000.00 |
| Curb and Gutter | 60 | Ft. | $25.00 | $1,500.00 |
| 30" White Pre-Formed Thermoplastic | 120 | Ft. | $20.00 | $2,400.00 |
| 4" concrete median island pavement | 11 | Sq. Yd. | $45.00 | $500.00 |
| 4" Sidewalk | 300 | Sq. ft. | $4.50 | $1,350.00 |
| Remove & Replace ADA ramp | 2 | Each | $2,900.00 | $5,800.00 |
| Remove & Replace Curb & Gutter | 20 | Ft. | $40.00 | $800.00 |
| Add Pedestrian push buttons in the refuge island including wiring | 1 | Lump Sum | $6,800.00 | $6,800.00 |
| | | | **SUBTOTAL** | **$25,150.00** |
| | | **CONTINGENCY** | **20%** | **$5,030.00** |
| | | | **TOTAL** | **$30,180.00** |
| | | | | |
| *Complete Crosswalks on west and north legs of SMP & Lamar* | | | | |
| ADA ramp | 4 | Each | $3,000.00 | $12,000.00 |
| 4" concrete median island pavement | 11 | Sq. Yd. | $45.00 | $500.00 |
| Curb and Gutter | 60 | Ft. | $25.00 | $1,500.00 |
| 30" White Pre-Formed Thermoplastic | 224 | Ft. | $20.00 | $4,480.00 |
| 4" Sidewalk | 400 | Sq. ft. | $4.50 | $1,800.00 |
| Remove & Replace Curb & Gutter | 32 | Ft. | $40.00 | $1,280.00 |
| Add Pedestrian push buttons in the refuge island including wiring | 1 | Lump Sum | $6,800.00 | $6,800.00 |
| | | | **SUBTOTAL** | **$28,360.00** |
| | | **CONTINGENCY** | **20%** | **$5,672.00** |
| | | | **TOTAL** | **$34,032.00** |

**TOTAL** **$84,852.00**

DWG: F:\PROJECTS\015_2709\40_Design\AutoCAD\Exhibits\LAMAR AVE JOHNSON DR TO 51ST.dwg USER: aurbanek
DATE: Mar 18, 2016 11:20am XREFS:

| | | | |
|---|---|---|---|
| PROJECT NO: 015-2709 | LAMAR AVENUE<br>JOHNSON DR. TO 51ST ST. | OLSSON ASSOCIATES | EXHIBIT |
| DRAWN BY: AKU | | 7301 West 133rd Street<br>Suite 200<br>Overland Park, KS 66213-4750<br>TEL 913.381.1170<br>FAX 913.381.1174 | 9 |
| DATE: 3/18/2016 | | | |




DWG: F:\PROJECTS\015-2709\40-Design\AutoCAD\Exhibits\SHAWNEE MISSION PKWY & LAMAR.dwg USER: durbanek
DATE: Mar 18, 2016 11:20am XREFS:

| | | | |
|---|---|---|---|
| PROJECT NO: 015-2709 | SHAWNEE MISSION PKWY & LAMAR AVE | OLSSON ASSOCIATES | EXHIBIT |
| DRAWN BY: AKU | | 7301 West 133rd Street<br>Suite 200<br>Overland Park, KS 66213-4750<br>TEL 913.381.1170<br>FAX 913.381.1174 | 11 |
| DATE: 3/18/2016 | | | |

# ENGINEER'S ESTIMATE - SMN HIGH SCHOOL

**Client:** City of Mission
**Project:** Mission Kansas, Safe Routes to Schools
**Project Number:** 015-2709
**Date:** 5/25/2016

| ITEM DESCRIPTION | QUANTITY | UNIT | UNIT COST $ | COST $ |
|---|---|---|---|---|
| *Optimize pedestrian signal timing at 61st & Metcalf Ave.* | | | | |
| Signal technician | 1 | Lump sum | $750.00 | $750.00 |
| | | | | |
| | | | | |
| | | | **SUBTOTAL** | **$750.00** |
| | | **CONTINGENCY** | **20%** | **$150.00** |
| | | | **TOTAL** | **$900.00** |
| | | | | |
| *Realign cross walk at south pork chop at Metcalf Lane & Johnson Dr.* | | | | |
| Remove & Replace 4" Concrete Sidewalk | 50 | Sq. Ft. | $12.00 | $600.00 |
| Remove & Replace ADA ramp | 2 | Each | $2,900.00 | $5,800.00 |
| Remove & Replace Curb & Gutter | 18 | Ft. | $40.00 | $720.00 |
| 30" White Pre-Formed Thermoplastic | 30 | Ft. | $20.00 | $600.00 |
| 4" Sidewalk | 100 | Sq. ft. | $4.50 | $450.00 |
| | | | **SUBTOTAL** | **$8,170.00** |
| | | **CONTINGENCY** | **20%** | **$1,634.00** |
| | | | **TOTAL** | **$9,804.00** |
| | | | | |
| *Realign cross walk at north pork chop at Metcalf Lane & Johnson Dr.* | | | | |
| Remove & Replace 4" Concrete Sidewalk | 50 | Sq. Ft. | $12.00 | $600.00 |
| Remove & Replace ADA ramp | 2 | Each | $2,900.00 | $5,800.00 |
| Remove & Replace Curb & Gutter | 18 | Ft. | $40.00 | $720.00 |
| 30" White Pre-Formed Thermoplastic | 30 | Ft. | $20.00 | $600.00 |
| 4" Sidewalk | 100 | Sq. ft. | $4.50 | $450.00 |
| | | | **SUBTOTAL** | **$8,170.00** |
| | | **CONTINGENCY** | **20%** | **$1,634.00** |
| | | | **TOTAL** | **$9,804.00** |
| | | | | |
| *Sidewalks on south side of Johnson Drive west of Broadmoor* | | | | |
| Remove Pavement & Install Curb & Gutter | 322 | Ft. | $40.00 | $12,880.00 |
| Remove & Replace 4" Concrete Sidewalk | 635 | Sq. Ft. | $20.00 | $12,700.00 |
| ADA ramp | 3 | Each | $3,000.00 | $9,000.00 |
| Fill Dirt for islands | 91 | Cu. Yd | $25.00 | $2,283.33 |
| | | | | |
| | | | **SUBTOTAL** | **$36,863.33** |
| | | **CONTINGENCY** | **20%** | **$7,372.67** |
| | | | **TOTAL** | **$44,236.00** |
| | | | | |
| *Sidewalks on the west side of Broadmoor from Johnson Drive to Martway* | | | | |
| Remove Pavement & Install Curb & Gutter | 343 | Ft. | $40.00 | $13,720.00 |
| Remove & Replace 4" Concrete Sidewalk | 1794 | Sq. Ft. | $20.00 | $35,880.00 |
| ADA ramp | 2 | Each | $3,000.00 | $6,000.00 |
| Fill Dirt for islands | 62 | Cu. Yd | $25.00 | $1,555.56 |
| | | | | |
| | | | **SUBTOTAL** | **$57,155.56** |
| | | **CONTINGENCY** | **20%** | **$11,431.11** |
| | | | **TOTAL** | **$68,586.67** |

**TOTAL** **$133,330.67**

DWG: F:\PROJECTS\015_2709\10_Design\AutoCAD\Exhibits\61ST & METCALF.dwg USER: duribarek
DATE: Mar 23, 2016 4:26pm XREFS:

| | | | |
|---|---|---|---|
| PROJECT NO: 015-2709 | 61ST STREET & METCALF AVENUE | OLSSON ASSOCIATES | EXHIBIT |
| DRAWN BY: AKU | | 7301 West 133rd Street<br>Suite 200<br>Overland Park, KS 66213-4750<br>TEL 913.381.1170<br>FAX 913.381.1174 | 4 |
| DATE: 3/18/2016 | | | |

DWG: F:\PROJECTS\015-2709\40-Design\AutoCAD\Exhibits\BROADMOOR.dwg USER: aurbanek
DATE: Apr 14, 2016 3:25pm XREFS:

| | | | | |
|---|---|---|---|---|
| PROJECT NO: 015-2709 | BROADMOOR | OLSSON ASSOCIATES | 7301 West 133rd Street<br>Suite 200<br>Overland Park, KS 66213-4750<br>TEL 913.381.1170<br>FAX 913.381.1174 | EXHIBIT |
| DRAWN BY: AKU | | | | 14 |
| DATE: 3/18/2016 | | | | |

# Appendix C – School / Public Engagement Materials

OLSSON®
ASSOCIATES

City of Mission Safe Routes to School - Phase I

# Map Instructions

Please use the provided maps, dots and markers to indicate:

- Where students currently walk or bike. (blue dots and markers)
- Identify where the safe portions are. (green dots and markers)
- Where/what the barriers are (physical or otherwise) that make walking difficult? (red dots and markers)
- Where the most common walking paths are. (brown markers)

For the dots, please write a number on the dot on the map, and then write the same number on another dot of the same color, and place on the grids provided at the tables.

OLSSON ASSOCIATES

**City of Mission SRTS – Phase I**
**OA Project 015-2709**
**PLEASE PRINT**

**November 12, 2015**
**SRTS Focus Group & Walking Tour**

**2:45 - 4:45 PM**
**Highlands Elementary School**

| Name of Attendee | Home Address | Email Address | Are you interested in helping with Safe Routes to School activities at your school? |
|---|---|---|---|
| Carrie Dickerson | 5833 W 62 St. | onepinkduck@onepinkduck.com | possibly |
| Michelle Lawson | 312 S. Stonecrest Ln | michellelawson@smsd.org | yes |
| Stacy Pate | 5006 W 63rd Ter | stacypate@att.net | maybe |
| Laine Meyer | | jlainemeyer@hotmail.com | yes |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Highlands

# Map #1

1/2

OLSSON ASSOCIATES

| Colored Dot and Number | Description or Comment |
|---|---|
| 1 | Stinging insects coming from a neighbors yard (flowering bush) |
| 2 | No hard surface |
| 3 | Gate that's opened in the morning |
| 4 | Scary Dog |
| 5 | Traffic |
| 6 | Piles of snow / Steps |
| 7 | Sidewalk into School never plowed. |
| 8 | ~~the~~ Traffic going in/out of School. |
| 9 | Residents ~~that~~ voted not to have sidewalk. |

MAP #1
2/2

OLSSON ASSOCIATES

| Colored Dot and Number | Description or Comment |
|---|---|
| 10 | Church doesn't shovel sidewalks |
| 11 | Hill makes poor sight distance |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

MAP #2 Highlands
1/1

OLSSON ASSOCIATES

| Colored Dot and Number | Description or Comment |
|---|---|
| 1 | The intersection of Nall and SMP is too busy for kids to safely cross. Cars do not pay attention and an over or underpass would allow for safer crossing. |
| 2 | Never ~~felt~~ felt safe on Mission, too busy. |
| 3 | Gate is left unlocked during school hours. |
| 4 | New yellow stripe, enforced by teachers, keeps kids away from cars at pick up and drop off. |
| | |
| | |
| | |
| | |
| | |

Highlands

## Tom Worker-Braddock

**From:** Tom Worker-Braddock
**Sent:** Wednesday, November 18, 2015 1:08 PM
**To:** 'jlainemeyer'
**Cc:** craig.meyer@populous.com; leaanncombs@smsd.org; 'Glen Cole'; Danielle Murray
**Subject:** RE: Highlands Elementary Safe Routes to School

Thank you Laine for your comments. I've marked down your route and comments on the map. I also CC'd Glen Cole and Danielle Murray, both from the city, onto this email. As part of this study, we will be looking at the current vehicle drop off situation, and seeing if any changes should be recommended. We also noticed the gate behind the backstop leading to Cedar Street. People do use that to walk to school, and we'll be looking at ways to make that safer, including securing it during school hours.

Typically, this type of study wouldn't examine the safety/security aspects of the playground area, such as playground fence height. However, it sounds like you let the new Principal know your concerns.

If you have any other comments/suggestions, please let me know. You can also contact Glen Cole with the city of mission. His information is below. We'll also add your contact information to the list of interested persons, so you may be contacted about future Safe Routes to School activities concerning Highlands Elementary school in the future.

Glen Cole
City of Mission
(913) 676 - 8365
gcole@missionks.org

Again, thank you for taking the time to send me your comments about improving the walking environment around Highlands Elementary school.

Thanks,
Tom

Tom Worker-Braddock, AICP, LCI #4869 | Multi-Modal Transportation Planning |Olsson Associates
TEL 913.381.1170 | DIR 913.748.2619 |CELL 785.764.6695 | tworkerbraddock@olssonassociates.com

**From:** jlainemeyer [mailto:jlainemeyer@hotmail.com]
**Sent:** Wednesday, November 18, 2015 8:49 AM
**To:** Tom Worker-Braddock <tworkerbraddock@olssonassociates.com>
**Cc:** craig.meyer@populous.com; leaanncombs@smsd.org
**Subject:** Highlands Elementary Safe Routes to School

Hi Tom-- I apologize I could not stay for the meeting. I had sick kids waiting for me. But I do feel this is so important and appreciate the time and effort you, the school, and city officials are investing in this. I'm mom to a 2nd grader, a 2016 Kindergartener and a toddler. We will be at Highlands for years to come and hope to walk as much as possible!

You'd asked if I could route my walk. Weather permitting, we walk after school to the Reinhardt neighborhood. There are lots of kids that live in this neighborhood; most parents drive now as many of the kids we know are younger. With some time and maturity, I expect to see lots of these kids walking one day. We cross with Jim at the crosswalk on Roe and walk W 62nd. As far as I know, it's one of the few neighborhood streets that

maintains a sidewalk. We cut through the park to cross at the designated crosswalk at Mission. We get off of Mission as soon as possible at W 61st Terrace. I've never felt safe along Mission especially with kids--it's just too busy. We zig-zag through the neighborhood to the corner of Eastvale and Sunrise.

One of my concerns has been car safety at the school. I feel like our new principal is taking this seriously. The new, yellow stripe along the drop-off area is designed to keep students away from the cars at drop off and pick up. Teachers enforce this. It's smart and an idea that might come in handy as you study other schools and walking routes.

One of my biggest concerns that has not been addressed is the safety and security of the playground. I mention this because the playground is a walking destination for a lot of kids...in some cases, the beginning and end route. Last year, during the first few weeks of school, my daughter had been mistakenly left out on the playground. She's our curious, free spirit who is always bent over collecting rocks, flowers, and checking out the butterfly that's just landed. I learned of this because when picking her up on Friday afternoons (recess was right before dismissal), I noticed she was making a habit of being alone, exploring the lower corner of the playground by the parking lot and recycling bins. There's a lot of elevation change between the school and that corner. I questioned her about this and explained it's really not safe to be so alone and unseen. Hesitantly, she then told me that she'd accidentally stayed on the playground one day. She hadn't realized her class had gone in. An older student noticed she shouldn't have been out there and was given permission to walk her to class. I don't know how long she was out there. My heart hopes it wasn't long. But I began questioning who *was* seeing my child off by herself.

I met with our previous principal and the teacher to address my concerns but nothing really happened. The fence height remained at roughly four feet when it should have been at least six, I believe, according to the original school plans (mentioned by the principal)...Security cameras were not capturing the goings-on in the corners of the playground...And most disappointing, teachers were still congregating at the building (while still lacking the X-Ray vision required to see through the playground equipment). The only thing I believe I accomplished that day is that MY daughter would not go unnoticed if missing from the classroom after recess.

Should this be good enough?

After finding out about the school playground incident, we spoke with our daughter more about what she should be doing to play, walk, etc., smarter. That's when she told me a 'secret'. A handful of girls had gone into the alley way during recess. They were seeing how far they could go through the gate and down the path. This passage is behind the playground backstop and intersects with Cedar St. It does not reveal itself on a map.
I share this with you because I do believe it's used to walk to and from school. But I'm not sure the gate is ever locked during school and playground hours; it wasn't last year. I've also seen surrounding residential gates that have the ability to open (and have been open) onto the playground. In light of all that's happening in the world, I feel like we're handing out an invitation. I'm not sure what kind. How far down that alley will the kids go?

Clearly, it's a new year. I'm thankful for those things that have been done and will continue to be done to ensure the safety of our kids. Please let me know if there's any additional information you need for your study. We love our kids, and Highlands is a great school. I know all are in support of this initiative.

Sincerely,
Laine Meyer

OLSSON ASSOCIATES

City of Mission SRTS – Phase I
OA Project 015-2709
PLEASE PRINT

November 16, 2015
SRTS Focus Group & Walking Tour

2:45 - 4:45 PM
Rushton Elementary School

| Name of Attendee | Home Address | Email Address | Are you interested in helping with Safe Routes to School activities at your school? |
|---|---|---|---|
| Ashlee Gurrola | | ashleecgurrola@mail.com | Yes |
| Ms. Silvana Singleton | | 417-529-0077 | |
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Rushton
1/3

OLSSON ASSOCIATES

| Colored Dot and Number | Description or Comment |
|---|---|
| 1 | The Hill is hard to see for drivers and people walking. Speeding. |
| 2 | The sidewalk is small & is diffucult to accomodate a large group. There is speeding cars all the times & dangerous for kids that get on the street to pass. |
| 3 | Snow removal very bad at 51st + Lamar up to school. |
| 4 | Not enough parking so crazy amt of car drivers overcrowding Rants-a-bits. |
| 18 5 | Police/speed trap |
| 6 | Crossing guard at 53 + Larmar (needed) cars move fast after passing hill & don't watch for peds |
| 7 | No sidewalks, speed. |
| 8 | Lamar & 53rd cars DO NOT slow down for kids crossing over! |
| 9 | Park is very safe |

Rushton
2/3

OLSSON ASSOCIATES

| Colored Dot and Number | Description or Comment |
|---|---|
| 10 | Crossing guard @ 53rd + Lamar |
| 11 | Someone got shot |
| 12 | Shrubs are overgrown, speeding cars, sidewalk is too narrow. |
| 13 | speeding cars |
| 14 | corner is... slippery when wet. |
| 15 | Sidewalk not smooth for stroller. |
| 16 | Snow removal (home owner responsible) |
| 17 | Would prefer a crosswalk here across 52nd (current is faded) |
| 18 | No X walk across parking lot entrance. Pickups allowed in afternoon |

Rushton
3/3

OLSSON ASSOCIATES

| Colored Dot and Number | Description or Comment |
|---|---|
| 19 | No mais land, Potential area for bullying. |
| 20 | Gated |
| 21 | Need a Sidewalk on Horton St. ~~between~~ South of 53rd Terrace |
| | |
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Rushton

**Tom Worker-Braddock**

**From:** Glen Cole <gcole@missionks.org>
**Sent:** Tuesday, November 17, 2015 10:52 AM
**To:** Tom Worker-Braddock
**Cc:** Danielle Murray
**Subject:** Rushton SRTS - Voicemail

Tom,

Came back to the office to a voice mail I received yesterday afternoon. Ms. Silvana Singleton, 417 529 0077, was unable to make it to our meeting but wanted to request a sidewalk extension on Horton. She lives (on Horton?) between 55th and 56th Street, and has to walk with her child in the street until 52nd Street.

Can you add this to the comments we received yesterday? Thanks again for your work - great job.

Thanks,

Glen Cole
City of Mission
(913) 676 - 8365
gcole@missionks.org

CONFIDENTIALITY NOTICE:

This e-mail, including any files transmitted with it, is the property of the City of Mission, Kansas. It is confidential and is intended solely for the use of the individual, or entity, to whom the e-mail is addressed. If you are not the named recipient, or otherwise have reason to believe that you have received this message in error, please notify the sender at (913) 676-8350 and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

*Please remember that all correspondence sent to and from this account is subject to public record and legal discovery activities.*

OLSSON ASSOCIATES

**City of Mission SRTS – Phase I**
**OA Project 015-2709**
**PLEASE PRINT**

**January 27, 2016**
**SRTS Focus Group & Walking Tour**

**Horizons High School**

| Name of Attendee | Home Address | Email Address | Are you interested in helping with Safe Routes to School activities at your school? |
|---|---|---|---|
| Victoria Tharp | 6200 west 58th | Victoriatharp064@gmail | |
| Monique Espinoza | 5055 Lamar Ave | moniqeovo013@gmail.com | |
| Emilio Espinoza | 5055 Lamar Ave | espinozaemilio41@gmail.com | |
| Abby Wenz | 8108 hauser | wenzabbyic@gmail.com | |
| Micah Maccaei | 1623 Walmer St. | strangelove1000@gmail.com | |
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Horizons 1/27/1

Map #1, ~~[illegible]~~

1/3

OLSSON ASSOCIATES

| Colored Dot and Number | Description or Comment |
|---|---|
| 1 | Light takes too long |
| | To park on campus have to DL, proof of ins, proper registration, permit $20/yr. |
| 2 | Sonic Xwalk - actually gets used. 3-way. Shorter wait |
| 3 | No sidewalk on one side of lanes |
| 4 | Jobs at QDoba |
| 5 | Lots of traffic. 7:20-7:30 traffic. 8:15-8:30 traffic |
| 6 | Most of restaurants on this side |
| 7 | To stop |
| 8 | People don't stop |

Horizons 1/27/16

Map #1 2/3

OLSSON ASSOCIATES

| Colored Dot and Number | Description or Comment |
|---|---|
| 9 | Tough crossing |
| 10 | Really dark along lamar |
| 11 | People don't shovel snow<br>-People have to walk on the street |
| 12 | Easy to cross |
| 13 | Cars turn while you walking.<br>feels unsafe |
| 14 | Generally safe |
| 15 | Difficult to bike across SMP<br>-Biking on sidewalk, ~~to~~ too much for street riding |
| 16 | Give free bikes to get people to ride. Bike share |
| 17 | Serve 14 municipalities<br>Students have big walk shed<br>I-35 & Johnson Drive, Quik trip at SMP + metcalf |

Horizons 1/27/16
Map #1 3/3

OLSSON ASSOCIATES

| Colored Dot and Number | Description or Comment |
|---|---|
| 18 | People walk to North for rides |
| | -word of mouth for people getting rides. spread out rides from people |
| | -lights along turnor had residential spacing |
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Horizons High
12/2/2015

Map #2
1/1

OLSSON ASSOCIATES

| Colored Dot and Number | Description or Comment |
|---|---|
| 1 | Lots of students mid block cross here. |
| 2 | Students cross to get to Starbucks, Qdoba, Arbys, etc. |
| 3, 4, 5, 6, 7 | Coffee/food/Employment at Taco Bell, McDonalds, Pet World, Arbys, Hy-Vee |
| 8 | Some students use the mental health services at Johnson County mental Health |
| 9 | 60% of students originally from SMN. sometimes walk there. |
| 10 | Difficult crossing at Shawnee Mission Parkway |
| 11 | Existing bike racks. |
| | |
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OLSSON ASSOCIATES

**City of Mission SRTS – Phase I**
**Project 015-2709**
**PLEASE PRINT**

**February 3, 2016**
**SRTS Focus Group**

**Shawnee Mission North H.S.**

| Name of Attendee | Home Address | Email Address | Are you interested in helping with Safe Routes to School activities at your school? |
|---|---|---|---|
| William Hastings | 8704 W 49th | whastings123@gmail.com | Yes |
| Malik Battle | 8216 Johnson Dr | 2019mjb@gmail.com | Yes |
| Ethan Eckel | 8509 W 54th Ter. | ethanleopard@gmail.com | Yes |
| Robyn Elam | 7221 W 56 Ter. | byrdelam@gmail.com | Yes |
| Isaac Diggs | 8012 5 Terrace | imdiggs27@gmail.com | Yeah |
| Laynee Sidebottom | 5825 lowell st. | laynee14@gmail.com | yes |
| Sam Thompson | 6801 lowell st. | 3049200@s.smsd.org | yes |
| Joe Baldwin | 5217 W 58th St Rolla | jabaldwin99@yahoo.com | check |
| Dominic Batice | 7264 W 54th St Overland Park | 3070746@s.smsd.org | Yeah |
| Will Balcom | 7024 Lamar Ave Overland Park 5217 West 58th Street Roeland Park | | |
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MAP 1
1/2

# Table 1

SMN

OLSSON ASSOCIATES

| Colored Dot and Number | Description or Comment |
|---|---|
| 1 | Have good time to cross street |
| 2 | Antioch crossing takes a long time |
| 3 | Have to climb fence |
| 4 | Just cross when opening |
| 5 | Intersect push button takes forever |
| 6 | Traffic doesn't wait for peds they just turn<br>Peds just sprint across the crossing |
| 7 | Stop Signs make it more difficult to cross |
| 8 | Sidewalk is bad |
| 9 | Inconsistent sidewalk<br>and veh don't stop |

MAP 1
2/2

# Table 1

SMN

OLSSON ASSOCIATES

| Colored Dot and Number | Description or Comment |
|---|---|
| 10 | Good sidewalk flat |
| 11 | Shootings occured during summer |
| 12 | gets muddy when leaves fall |
| 13 | A lot of people burn leaves |
| | |
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MAP #2
1/1

TABLE 2 SMN

OLSSON ASSOCIATES

| Colored Dot and Number | Description or Comment |
|---|---|
| 1 | Crossing takes a long time (signal) |
| 2 | Good crossing |
| 3 | signal in Bad shape |
| 4 | only place to cross S.M.P. |
| 5 | Johnson Drive pretty Dark |
| 6 | cut turn at Hy vee has sketchy people hanging out |
| 7 | sidewalk infront of Star Bucks in Bad shape |
| | |
| | |

MAP 3
1/1

Table #3
SMN 2/3/2016

OLSSON ASSOCIATES

| Colored Dot and Number | Description or Comment |
|---|---|
| 1 | No Street lights |
| 2 | Stranger following you. |
| 3 | Bike - flat |
| 4 | Walking - up and down |
| 5 | McDonald X walk doesn't work |
| 6 | Needs a ped Xing sign westbound drivers don't see peds |
| 7 | Dangerous car exit when school ends |
| 8 | Metal Scraps |
| 9 | Open, undefined parking lot entrance |

10 SB traffic don't see peds

11 No X walk, but usually not a lot of cars

12 Gate is perversitly open

13 Use to be easy to Bike, but recent improvements have made it more difficult

MAP 4
1/2

Table 4
SMN

OLSSON ASSOCIATES

| Colored Dot and Number | Description or Comment |
|---|---|
| 1 | sidewalk too close to cars<br>sidewalks never shoveled |
| 2 | cars do not yield to peds |
| 3 | " |
| 4 | sidewalk ends |
| 5 | traffic in (P) lot is an issue in PM but not AM |
| Notes | bike racks are limited in locations<br>4 to 6 bikes parked usually |
| Notes | most people go to lunch outside SMN<br>Sr.s are only allowed |
| 6 | gate is sometimes not open<br>No sidewalk connected in parts |
| 7 | origin is Nall |

walk in streets when snow on grow

MAP 4
2/2

Table 4
SMN

OLSSON ASSOCIATES

| Colored Dot and Number | Description or Comment |
|---|---|
| 8 | origin is 71 st + Metcalf on east side |
| 9 | Not shoveled<br>only sidewalks shoveled are to parking lots |
| 10 | recently updated sidewalks |
| 11 | sidewalks in poor condition |
| 12 | uses pedestrian crossing |
| 13 | light is on east side of street<br>light is sometimes not responsive<br>elevation is also an issue |
| 14 | dip in entry/exit. sometimes it rains / freezes over + poses issue for bike/ped |
| | |
| | |

OLSSON ASSOCIATES

**City of Mission SRTS – Phase I**
**OA Project 015-2709**
**PLEASE PRINT**

**November 12, 2015**
**SRTS Focus Group & Walking Tour**

**2:45 - 4:45 PM**
**Highlands Elementary School**

| Name of Attendee | Home Address | Email Address | Are you interested in helping with Safe Routes to School activities at your school? |
|---|---|---|---|
| Carrie Dickerson | 5833 W 62 St. | onepinkduck@onepinkduck.com | possibly |
| Michelle Lawson | 312 S. Stonecrest Ln | michellelawson@smsd.org | yes |
| Stacy Pate | 5006 W 63rd Ter | stacypate@att.net | maybe |
| Laine Meyer | | jlainemeyer@hotmail.com | yes |
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Map #1

Mission
Pueblo Village
Legend
Highlands Elementary School
Other School Locations
City Boundary
Highlands Elementary Boundary
Average Daily Traffic Counts
0
500
1,000
Feet
N

MAP #2

Legend
Highlands Elementary School
Other School Locations
City Boundary
Highlands Elementary Boundary
Average Daily Traffic Counts
0
500
1,000
Feet
N

Highlands

# Map #1

1/2

OLSSON ASSOCIATES

| Colored Dot and Number | Description or Comment |
|---|---|
| 1 | Stinging insects coming from a neighbors yard (flowering bush) |
| 2 | No hard surface |
| 3 | Gate that's opened in the morning |
| 4 | Scary Dog |
| 5 | Traffic |
| 6 | Piles of snow / Steps |
| 7 | Sidewalk into School never plowed. |
| 8 | ~~the~~ Traffic going in/out of School. |
| 9 | Residents ~~that~~ voted not to have sidewalk. |

MAP #1
2/2

OLSSON ASSOCIATES

| Colored Dot and Number | Description or Comment |
|---|---|
| 10 | Church doesn't shovel sidewalks |
| 11 | Hill makes poor sight distance |
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MAP #2 Highlands
1/1

OLSSON ASSOCIATES

| Colored Dot and Number | Description or Comment |
|---|---|
| 1 | The intersection of Nall and SMP is too busy for kids to safely cross. Cars do not pay attention and an over or underpass would allow for safer crossing. |
| 2 | Never ~~felt~~ felt safe on Mission, too busy. |
| 3 | Gate is left unlocked during school hours. |
| 4 | New yellow stripe, enforced by teachers, keeps kids away from cars at pick up and drop off. |
| | |
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Highlands

## Tom Worker-Braddock

**From:** Tom Worker-Braddock
**Sent:** Wednesday, November 18, 2015 1:08 PM
**To:** 'jlainemeyer'
**Cc:** craig.meyer@populous.com; leaanncombs@smsd.org; 'Glen Cole'; Danielle Murray
**Subject:** RE: Highlands Elementary Safe Routes to School

Thank you Laine for your comments. I've marked down your route and comments on the map. I also CC'd Glen Cole and Danielle Murray, both from the city, onto this email. As part of this study, we will be looking at the current vehicle drop off situation, and seeing if any changes should be recommended. We also noticed the gate behind the backstop leading to Cedar Street. People do use that to walk to school, and we'll be looking at ways to make that safer, including securing it during school hours.

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If you have any other comments/suggestions, please let me know. You can also contact Glen Cole with the city of mission. His information is below. We'll also add your contact information to the list of interested persons, so you may be contacted about future Safe Routes to School activities concerning Highlands Elementary school in the future.

Glen Cole
City of Mission
(913) 676 - 8365
gcole@missionks.org

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Thanks,
Tom

Tom Worker-Braddock, AICP, LCI #4869 | Multi-Modal Transportation Planning |Olsson Associates
TEL 913.381.1170 | DIR 913.748.2619 |CELL 785.764.6695 | tworkerbraddock@olssonassociates.com

**From:** jlainemeyer [mailto:jlainemeyer@hotmail.com]
**Sent:** Wednesday, November 18, 2015 8:49 AM
**To:** Tom Worker-Braddock <tworkerbraddock@olssonassociates.com>
**Cc:** craig.meyer@populous.com; leaanncombs@smsd.org
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Clearly, it's a new year. I'm thankful for those things that have been done and will continue to be done to ensure the safety of our kids. Please let me know if there's any additional information you need for your study. We love our kids, and Highlands is a great school. I know all are in support of this initiative.

Sincerely,
Laine Meyer

OLSSON ASSOCIATES

**City of Mission SRTS – Phase I**
**OA Project 015-2709**
**PLEASE PRINT**

**January 27, 2016**
**SRTS Focus Group & Walking Tour**

**Horizons High School**

| Name of Attendee | Home Address | Email Address | Are you interested in helping with Safe Routes to School activities at your school? |
|---|---|---|---|
| Victoria Tharp | 6200 west 58th | Victoriatharp064@gmail | |
| Monique Espinoza | 5055 Lamar Ave | moniqeovo013@gmail.com | |
| Emilio Espinoza | 5055 Lamar Ave | espinozaemilio41@gmail.com | |
| Abby Wenz | 8108 hauser | wenzabbyic@gmail.com | |
| Micah Maccaei | 1623 Walmer St. | strangelove1000@gmail.com | |
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Legend
Horizons High School
Other School Locations
City Boundary
Parks & Public Use Areas
Bike Routes
Trails
Average Daily Traffic Counts
0
500
1,000
Feet
N

MAP 2: HORIZONS 1/2

Horizons 1/27/1

Map #1, ~~[illegible]~~

1/3

OLSSON ASSOCIATES

| Colored Dot and Number | Description or Comment |
|---|---|
| 1 | Light takes too long |
| | To park on campus have to DL, proof of ins, proper registration, permit $20/yr. |
| 2 | Sonic Xwalk - actually gets used. 3-way. Shorter wait |
| 3 | No sidewalk on one side of lanes |
| 4 | Jobs at QDoba |
| 5 | Lots of traffic. 7:20-7:30 traffic. 8:15-8:30 traffic |
| 6 | Most of restaurants on this side |
| 7 | To stop |
| 8 | People don't stop |

Horizons 1/27/16

Map #1 2/3

OLSSON ASSOCIATES

| Colored Dot and Number | Description or Comment |
|---|---|
| 9 | Tough crossing |
| 10 | Really dark along lamar |
| 11 | People don't shovel snow<br>-People have to walk on the street |
| 12 | Easy to cross |
| 13 | Cars turn while you walking.<br>feels unsafe |
| 14 | Generally safe |
| 15 | Difficult to bike across SMP<br>-Biking on sidewalk, ~~to~~ too much for street riding |
| 16 | Give free bikes to get people to ride. Bike share |
| 17 | Serve 14 municipalities<br>Students have big walk shed<br>I-35 & Johnson Drive, Quik trip at SMP + metcalf |

Horizons 1/27/16
Map #1 3/3

OLSSON ASSOCIATES

| Colored Dot and Number | Description or Comment |
|---|---|
| 18 | People walk to North for rides |
| | -word of mouth for people getting rides. spread out rides from people |
| | -lights along turnor had residential spacing |
| | |
| | |
| | |
| | |
| | |
| | |

Horizons High
12/2/2015

Map #2
1/1

OLSSON ASSOCIATES

| Colored Dot and Number | Description or Comment |
|---|---|
| 1 | Lots of students mid block cross here. |
| 2 | Students cross to get to Starbucks, Qdoba, Arbys, etc. |
| 3, 4, 5, 6, 7 | Coffee/food/Employment at Taco Bell, McDonalds, Pet World, Arbys, Hy-Vee |
| 8 | Some students use the mental health services at Johnson County mental Health |
| 9 | 60% of students originally from SMN. sometimes walk there. |
| 10 | Difficult crossing at Shawnee Mission Parkway |
| 11 | Existing bike racks. |
| | |
| | |

OLSSON ASSOCIATES

City of Mission SRTS – Phase I
OA Project 015-2709
PLEASE PRINT

November 16, 2015
SRTS Focus Group & Walking Tour

2:45 - 4:45 PM
Rushton Elementary School

| Name of Attendee | Home Address | Email Address | Are you interested in helping with Safe Routes to School activities at your school? |
|---|---|---|---|
| Ashlee Gurrola | | ashleecgurrola@mail.com | Yes |
| Ms. Silvana Singleton | | 417-529-0077 | |
| | | | |
| | | | |
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| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Legend
Rushton Elementary School
Other School Locations
Rushton Elementary Boundary
City Boundary
Parks & Public Use Areas
Bike Routes
Trails
Average Daily Traffic Counts
0
500
1,000
Feet
N
Mission
Overland Park
Roeland Park

Rushton
1/3

OLSSON ASSOCIATES

| Colored Dot and Number | Description or Comment |
|---|---|
| 1 | The Hill is hard to see for drivers and people walking. Speeding. |
| 2 | The sidewalk is small & is diffucult to accomodate a large group. There is speeding cars all the times & dangerous for kids that get on the street to pass. |
| 3 | Snow removal very bad at 51st + Lamar up to school. |
| 4 | Not enough parking so crazy amt of car drivers overcrowding Rants-a-bits. |
| 18 5 | Police/speed trap |
| 6 | Crossing guard at 53 + Larmar (needed) cars move fast after passing hill & don't watch for peds |
| 7 | No sidewalks, speed. |
| 8 | Lamar & 53rd cars DO NOT slow down for kids crossing over! |
| 9 | Park is very safe |

Rushton
2/3

OLSSON ASSOCIATES

| Colored Dot and Number | Description or Comment |
|---|---|
| 10 | Crossing guard @ 53rd + Lamar |
| 11 | Someone got shot |
| 12 | Shrubs are overgrown, speeding cars, sidewalk is too narrow. |
| 13 | speeding cars |
| 14 | corner is... slippery when wet. |
| 15 | Sidewalk not smooth for stroller. |
| 16 | Snow removal (home owner responsible) |
| 17 | Would prefer a crosswalk here across 52nd (current is faded) |
| 18 | No X walk across parking lot entrance. Pickups allowed in afternoon |

Rushton
3/3

OLSSON ASSOCIATES

| Colored Dot and Number | Description or Comment |
|---|---|
| 19 | No mais land, Potential area for bullying. |
| 20 | Gated |
| 21 | Need a Sidewalk on Horton St. ~~between~~ South of 53rd Terrace |
| | |
| | |
| | |
| | |
| | |
| | |

Rushton

**Tom Worker-Braddock**

**From:** Glen Cole <gcole@missionks.org>
**Sent:** Tuesday, November 17, 2015 10:52 AM
**To:** Tom Worker-Braddock
**Cc:** Danielle Murray
**Subject:** Rushton SRTS - Voicemail

Tom,

Came back to the office to a voice mail I received yesterday afternoon. Ms. Silvana Singleton, 417 529 0077, was unable to make it to our meeting but wanted to request a sidewalk extension on Horton. She lives (on Horton?) between 55th and 56th Street, and has to walk with her child in the street until 52nd Street.

Can you add this to the comments we received yesterday? Thanks again for your work - great job.

Thanks,

Glen Cole
City of Mission
(913) 676 - 8365
gcole@missionks.org

CONFIDENTIALITY NOTICE:

This e-mail, including any files transmitted with it, is the property of the City of Mission, Kansas. It is confidential and is intended solely for the use of the individual, or entity, to whom the e-mail is addressed. If you are not the named recipient, or otherwise have reason to believe that you have received this message in error, please notify the sender at (913) 676-8350 and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

*Please remember that all correspondence sent to and from this account is subject to public record and legal discovery activities.*

OLSSON ASSOCIATES

**City of Mission SRTS – Phase I**
**Project 015-2709**
**PLEASE PRINT**

**February 3, 2016**
**SRTS Focus Group**

**Shawnee Mission North H.S.**

| Name of Attendee | Home Address | Email Address | Are you interested in helping with Safe Routes to School activities at your school? |
|---|---|---|---|
| William Hastings | 8704 W 49th | whastings123@gmail.com | Yes |
| Malik Battle | 8216 Johnson Dr | 2019mjb@gmail.com | Yes |
| Ethan Eckel | 8509 W 54th Ter. | ethanleopard@gmail.com | Yes |
| Robyn Elam | 7221 W 56 Ter. | byrdelam@gmail.com | Yes |
| Isaac Diggs | 8012 5 Terrace | imdiggs27@gmail.com | Yeah |
| Laynee Sidebottom | 5825 lowell st. | laynee14@gmail.com | yes |
| Sam Thompson | 6801 lowell st. | 3049200@s.smsd.org | yes |
| Joe Baldwin | 5217 W 58th St Rolla | jabaldwin99@yahoo.com | check |
| Dominic Batice | 7264 W 54th St Overland Park | 3070746@s.smsd.org | Yeah |
| Will Balcom | 7024 Lamar Ave Overland Park 5217 West 58th Street Roeland Park | | |
| | | | |
| | | | |
| | | | |

Table 1 * MAP 1 SMN

Mission
Merriam
Overland Park
Legend
Shawnee Mission North High School
Other School Locations
City Boundary
Trails
Bike Routes
Parks & Public Use Areas
Average Daily Traffic Counts
0
500
1,000
Feet
N

TABLE 2

* MAP 3 SMN 9/26/2016

To 47th

TABLE 4

MAP 1
1/2

# Table 1

SMN

OLSSON ASSOCIATES

| Colored Dot and Number | Description or Comment |
|---|---|
| 1 | Have good time to cross street |
| 2 | Antioch crossing takes a long time |
| 3 | Have to climb fence |
| 4 | Just cross when opening |
| 5 | Intersect push button takes forever |
| 6 | Traffic doesn't wait for peds they just turn<br>Peds just sprint across the crossing |
| 7 | Stop Signs make it more difficult to cross |
| 8 | Sidewalk is bad |
| 9 | Inconsistent sidewalk<br>and veh don't stop |

MAP 1
2/2

# Table 1

SMN

OLSSON ASSOCIATES

| Colored Dot and Number | Description or Comment |
|---|---|
| 10 | Good sidewalk flat |
| 11 | Shootings occured during summer |
| 12 | gets muddy when leaves fall |
| 13 | A lot of people burn leaves |
| | |
| | |
| | |
| | |
| | |

MAP #2
1/1

TABLE 2 SMN

OLSSON ASSOCIATES

| Colored Dot and Number | Description or Comment |
|---|---|
| 1 | Crossing takes a long time (signal) |
| 2 | Good crossing |
| 3 | signal in Bad shape |
| 4 | only place to cross S.M.P. |
| 5 | Johnson Drive pretty Dark |
| 6 | cut turn at Hy vee has sketchy people hanging out |
| 7 | sidewalk infront of Star Bucks in Bad shape |
| | |
| | |

MAP 3
1/1

Table #3
SMN 2/3/2016

OLSSON ASSOCIATES

| Colored Dot and Number | Description or Comment |
|---|---|
| 1 | No Street lights |
| 2 | Stranger following you. |
| 3 | Bike - flat |
| 4 | Walking - up and down |
| 5 | McDonald X walk doesn't work |
| 6 | Needs a ped Xing sign westbound drivers don't see peds |
| 7 | Dangerous car exit when school ends |
| 8 | Metal Scraps |
| 9 | Open, undefined parking lot entrance |

10 SB traffic don't see peds

11 No X walk, but usually not a lot of cars

12 Gate is perversitly open

13 Use to be easy to Bike, but recent improvements have made it more difficult

MAP 4
1/2

Table 4
SMN

OLSSON ASSOCIATES

| Colored Dot and Number | Description or Comment |
|---|---|
| 1 | sidewalk too close to cars<br>sidewalks never shoveled |
| 2 | cars do not yield to peds |
| 3 | " |
| 4 | sidewalk ends |
| 5 | traffic in (P) lot is an issue in PM but not AM |
| Notes | bike racks are limited in locations<br>4 to 6 bikes parked usually |
| Notes | most people go to lunch outside SMN<br>Sr.s are only allowed |
| 6 | gate is sometimes not open<br>No sidewalk connected in parts |
| 7 | origin is Nall |

walk in streets when snow on grow

MAP 4
2/2

Table 4
SMN

OLSSON ASSOCIATES

| Colored Dot and Number | Description or Comment |
|---|---|
| 8 | origin is 71 st + Metcalf on east side |
| 9 | Not shoveled<br>only sidewalks shoveled are to parking lots |
| 10 | recently updated sidewalks |
| 11 | sidewalks in poor condition |
| 12 | uses pedestrian crossing |
| 13 | light is on east side of street<br>light is sometimes not responsive<br>elevation is also an issue |
| 14 | dip in entry/exit. sometimes it rains / freezes over + poses issue for bike/ped |
| | |
| | |

| City of Mission | Item Number: | 3. |
|---|---|---|
| ACTION ITEM SUMMARY | Date: | 5/23/2016 |
| PUBLIC WORKS | From: | John Belger |

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

**RE:** 2016 Chip Seal Program

**RECOMMENDATION:** Staff recommends Council approve an agreement with Harbour Construction for the completion of the 2016 Chip Seal Program in an amount not to exceed $107,032.80.

**DETAILS:** The chip seal program focuses on preserving the streets that are already in good condition and extending their useful life. It is a critical component of the City's effort to regularly maintain streets. Streets are constantly deteriorating, and a proactive seal program helps maintain good streets so more expensive repairs can be avoided for as long as possible.

Staff has proposed to use the cooperative agreement clause in the City of Lenexa's contract documents to complete chip seal in the 2016 Street Program. Lenexa went through a competitive bid process, and Harbour Construction was selected as the lowest, most responsive bidder. Taking advantage of this cooperative agreement is allowing the City to realize a savings of approximately 10% when compared to last year's program. The prices in the agreement reflect a 2.5% increase over Lenexa's unit prices, which covers the cost of the bond. Harbour has completed the chip seal programs in Mission since 2014.

The streets proposed to be sealed in the 2016 program are attached both in list form and on a map. If approved, the 2016 Program will chip seal approximately 7.26 lane miles of street.

The streets in the Kennett Place subdivision have been included in the recommended program. The section of Barkley from Johnson Drive to 58th Street has also been included with the proposed program. It was originally scheduled to be completed in 2015 but was delayed due to construction in the area.

The documents have been reviewed by the City Attorney.

**CFAA CONSIDERATIONS/IMPACTS:** N/A

| | |
|---|---|
| Related Statute/City Ordinance: | |
| Line Item Code/Description: | 03-90-801-11 Special Highway Fund (50%);<br>25-90-805-09 Capital Improvement Fund (50%) |
| Available Budget: | $286,600 |

AGREEMENT BETWEEN THE CITY OF MISSION
AND CONTRACTOR FOR

2016 CHIP SEAL PROGRAM

This agreement made and entered into this _____ day of _____, 20___, by and between the City of Mission, Kansas, herein after the “City” and Harbour Construction, herein after the “Contractor”.

WITNESSETH:

WHEREAS, the City of Lenexa, Kansas has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, Contract Agreement, General and Special Conditions, Plans, Specifications and other Contract Documents, titled 2016 PMP Chip Seal Contract, and has approved and adopted these said Contract Documents and has cause to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment, and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of the 2016 PMP Chip Seal Contract; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City of Lenexa, in the manner and time specified, a sealed bid in accordance with the terms of the 2016 PMP Chip Seal Contract; and

WHEREAS, the City of Lenexa, in the manner prescribed by law, has publicly opened, examined, and canvassed the Bids submitted, and as of a result of this canvass has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly awarded to the Contractor a contract therefor upon the terms and conditions set forth in the 2016 PMP Chip Seal Contract for the sums or sums in the Bid; and

WHEREAS,

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor, and the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors and the Contractor for itself, himself/herself, or themselves, its,

his/her or their successors and assigns, or its, his/her or their executors and administrators, as follows:
ARTICLE I. The Contractor will furnish at his own cost and expense all labor, tools, equipment, materials, and transportation required to construct and complete the work designated, described, and required by the Contract Documents, to wit:

2016 Chip Seal Program.

All in accordance with the Contract Documents for the 2016 PMP Chip Seal Contract: Exhibit A, and are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial, and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Kansas, and the United States of America. All terms used herein shall have meanings ascribed to the in the General Conditions unless otherwise specified.

ARTICLE II. The City shall pay the Contractor for the performance of the work embraced in the Contract, and the Contractor will accept in full compensation therefor, the sum of One Hundred Seven Thousand Thirty Two Dollars and Eighty Cents ($107,032.80) (subject to adjustment as provided in the Contract Documents) for all the work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The Contractor shall commence work upon the date stated in the Notice to Proceed and will substantially complete all work in this Contract by 90 calendar days. Time is of the essence. Accordingly, liquidated damages shall be assessed against the Contractor, as stipulated liquidated damages and not as a penalty, in an amount as set forth in paragraph GC-33 of the General Conditions for each and every calendar day the work remains incomplete over the specified completion time.

ARTICLE IV. The Contractor shall not subcontract, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof without previous written consent of the City. in case such consent is given, the Contractor shall be permitted to subcontract a portion thereof, but shall perform with its own organization work accounting for not less than fifty percent (50%) of the total Contract Price. No subcontracts, or other transfer of Contract, shall release the COntractor of its liability under the Contract and bonds applicable thereto.

ARTICLE V. Contractor specifically acknowledges and confirms that: 1.) he has visited the site, made all inspections he deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by he as specified herein and in other Contract Documents and knowingly accepts the same; 2.) he has furnished copies of all Contract Documents to his insurance carrier(s) and his surety(ies) and; 3.) his insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.

ARTICLE VI. It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations, and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law. Notwithstanding the foregoing, the City shall be considered to be an intended third party beneficiary of the Contract Documents entered into between the Contractor and the City of Lenexa and shall be entitled to enforce the provisions of the Contract Documents to the same extent as the City of Lenexa.

ARTICLE VII. The Contractor shall provide insurance as required by the Contract Documents, naming the City as an additional insured as required by the Contract Documents, and shall provide certificates of insurance demonstrating the required coverages. Further, Contractor shall indemnify and hold harmless the City to the same extent as the City of Lenexa as provided in the Contract Documents.

ARTICLE VIII. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except as provided herein or in the other Contract Documents.

ARTICLE IX. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Kansas.

ARTICLE X. Should any provision of this Agreement or the Contract Documents be determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

WITNESS WHEREOF, the City of Mission, Kansas, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed three (3) counterparts of this contract in the prescribed form and manner, the day and year first above written.

CITY OF MISSION, KANSAS

By_____

Steve Schowengerdt, Mayor

ATTEST:

_____
Martha Sumrall, City Clerk

APPROVED AS TO FORM:

_____
David K. Martin, City Attorney.

_____
Contractor

By_____

Title_____

(SEAL)

**(If the Contract is not executed by the President of the Corporation or general partner of the partnership, please provide documentation, in which authorizes the signatory to bind the corporation or partnership. If a corporation, Contractor shall furnish the City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)**

Lenexa
KANSAS

**Lenexa Municipal Services Department**

# 2016 PMP Chip Seal

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**NOTE: SOME DOCUMENTS (*BOLD) REQUIRE A SIGNATURE OF THE CONTRACTOR AT THE TIME OF BID SUBMITTALS. IF REQUIRED DOCUMENTS ARE NOT SIGNED, THE BID WILL BE CONSIDED IRREGULAR AND NOT READ**

**CITY OF LENEXA**

**NOTICE TO BIDDERS**

Sealed bids for 2016 PMP Chip Seal will be accepted by the City of Lenexa, Kansas at the Municipal Services Department, 7700 Cottonwood Street, Lenexa, Kansas 66216, until 1:00 pm (local time) on March 1, 2016 at which time bids will be publicly opened and read aloud at the Lenexa Municipal Services facility. Any bid received after the designated closing time will not be considered and will be returned unopened.

All bids shall be submitted to the Municipal Services Department Customer Service Staff in sealed envelopes addressed to the CITY OF LENEXA, KANSAS, ATTENTION: CITY CLERK, and marked "Bid for: **2016 PMP Chip Seal** Copies of plans, specifications, bidding documents and other Contract Documents are on file at:

Drexel Technologies, Inc.
10840 W. 86th Street
Lenexa, KS 66214

Bidders desiring Contract Documents for use in preparing bids may obtain a set of such documents at the address above.

**PLANS AND SPECIFICATIONS MAY BE DOWNLOADED FROM THE DREXEL TECHNOLOGIES, INC. WEBSITE SET FORTH BELOW**

http://planroom.drexeltech.com/

**EACH BIDDER WILL BE RESPONSIBLE FOR ENSURING THAT IT HAS RECEIVED ANY AND ALL ADDENDA ISSUED BY CITY IN ACCORDANCE WITH IB-10 OF THE INSTRUCTIONS TO BIDDERS.**

CONTRACTORS SHOULD READ AND BE FULLY FAMILIAR WITH ALL CONTRACT DOCUMENTS INCLUDING ADDENDA BEFORE SUBMITTING A BID. IN SUBMITTING A BID, THE BIDDER WARRANTS THAT IT HAS READ THE CONTRACT DOCUMENTS AND IS FULLY FAMILIAR THEREWITH AND THAT IT HAS VISITED THE SITE OF THE WORK TO FULLY INFORM ITSELF AS TO ALL EXISTING CONDITIONS AND LIMITATIONS AND SHALL INCLUDE IN ITS BID A SUM TO COVER THE COST OF ALL ITEMS OF THE WORK AS SPECIFIED IN THE CONTRACT DOCUMENTS.

No oral telegraphic, telephonic proposals or alterations will be considered. Facsimile transmissions will not be accepted.

The following items must be included in the sealed envelope with the Bid:

a. Bid Form;

b. 5% Bid Security--Bid Bond, Cashier's Check or Certified Check (see below); and

c. Acknowledgment of Addenda Issued by City.

Each bidder shall file with its bid a bid bond, a cashier's check or a certified check drawn on an acceptable bank, made payable to City of Lenexa, Kansas, in an amount equal to five percent (5%) of the total bid, which shall be retained by City of Lenexa, Kansas until a Contract for the project has been executed. Bid Bonds will be returned to the bidders, with the exception of the best and lowest and second best and second lowest responsible bidders, within twenty-one (21) days after their bids are rejected. The bid deposit of the lowest and the second lowest responsible bidders will be returned when the Performance Bond, Maintenance Bond and Statutory Bond, each in an amount equal to 100% of the Contract amount; required insurance certificates and other required documents shall have been furnished and the Contract Documents have been executed by the successful bidder.

In the event the low bidder is unable to execute the Contract, for whatever reason, within the time provided in the Notice of Award, City may annul the Notice of Award and the bid deposit may be forfeited and City shall exercise its legal prerogatives, including, but not limited to, enforcement of its rights as to the bid security or specific performance.

City reserves the right to accept or reject any and all bids and to waive any technicalities or irregularities therein. Bids may be modified or withdrawn by written request of the bidder received in the office of City Clerk, prior to the time and date for bid opening.

From and after the release of this Notice, any party intending to bid on the above referenced Project, including their officers, employees, agents, or contractors are specifically prohibited from communicating with any elected or appointed official of the City, directly or indirectly, with regard to the award of the contract for the Project listed above, except as specifically authorized by the Instructions to Bidders. Any such unauthorized communication may result in the automatic disqualification of such bidder.

ALL BIDDERS AGREE THAT REJECTION SHALL CREATE NO LIABILITY ON THE PART OF CITY BECAUSE OF SUCH REJECTION, AND THE FILING OF ANY BID IN RESPONSE TO THIS NOTICE SHALL CONSTITUTE AN AGREEMENT OF THE BIDDER TO THESE CONDITIONS.

If this section is completed, a **Mandatory Pre-Bid Conference** will be held at:

_____

_____, at ___

*David F. Bryant III*
David F. Bryant III, City Clerk
**City of Lenexa, Kansas**

**CITY OF LENEXA, KANSAS**
**AGREEMENT FOR PUBLIC IMPROVEMENTS**

# INSTRUCTIONS TO BIDDERS

## IB-1 Bids

All Bids shall be made on the forms provided in these Contract Documents and shall be in compliance with the Notice to Bidders. All appropriate blanks shall be filled in, in black ink or typewritten, and shall be signed by the appropriate authorized individual on behalf of him/herself or the entity submitting the Bid as required herein. Each Bid must be enclosed in a sealed envelope plainly marked "Bid for: **2016 PMP Chip Seal**". Pursuant to the Notice to Bidders, Bids shall be addressed to "CITY OF LENEXA, KANSAS, Attention: "City Clerk".

## IB-2 Definitions

**[See General Conditions Section GC-1].**

## IB-3 Bidder's Representation

Each Bidder, by submitting its Bid, represents that:

a. Bidder has read and understands the Bidding Documents, acknowledges that the documents are of sufficient detail and scope to understand the terms and conditions for performance, and its Bid is made in accordance therewith;

b. Bidder has familiarized itself with Federal, State and local laws, ordinances, rules and regulations which may in any manner affect cost, progress and the complete and timely performance of the Work;

c. Bidder has visited the site, has familiarized itself with the local conditions under which the Work is to be performed, has reviewed all public reports, inspections and other documents relating to the project and has correlated its observations with the requirements of the proposed Contract Documents;

d. Bidder's Bid is based upon the materials, systems and equipment required by the Bidding Documents, without exception.

## IB-4 Bidding Documents

Bidders may obtain complete sets of the Bidding Documents as set out in the Notice to Bidders

Bidders shall use complete sets of Bidding Documents in preparing Bids. City does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

City, in making copies of the Bidding Documents available, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use of the Bidding Documents.

## IB-5 Execution of Bid

Bids shall be made upon the form provided in these Bidding Documents. The form must be completed in black ink or by typewriter and the completed form shall be without alteration or erasure. If a Bid on all alternates is not required for alternate items, a written indication of "no Bid" on the Bid form is required. The Contract Price shall be stated both in writing and in figures. The Bid must be signed. If the Bid is being submitted by a corporation or a partnership, it must contain the entity's name and be signed by the President or other legally authorized representative if it is a corporation, or by a partner if it is a partnership.

All Bids shall contain an address, telephone number, email address, and a facsimile number, to which communications regarding the Bid may be directed.

## IB-6 Execution of Contract Documents

The successful Bidder shall be required to enter into a contract with City. When executing the contract, the following shall apply:

If the successful Bidder is a corporation, the contract must be executed in the corporation's name by the President or Vice-President (or other corporate officer with evidence of authority to sign) and the corporate seal must be affixed and attested by the Secretary or an Assistant Secretary. The corporate address must be shown below the signature. If the successful Bidder is a partnership, the contract must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

The successful Bidder shall provide to City a Certificate of Good Standing in the State of Kansas from the Kansas Secretary of State which is valid for the year in which construction is commenced.

All names must be typed or printed below the signature. The address, telephone number and facsimile number to which communications regarding the contract are to be directed must be shown.

If the successful Bidder is a foreign corporation, foreign limited partnership, or foreign limited liability company duly authorized to do business in the State of Kansas, a copy of the authorization, a copy of a Certificate of Good Standing, along with a Letter of Good Standing, issued by the Kansas Secretary of State and valid for the year construction is commenced, shall be filed with City prior to commencement of construction.

Successful Bidders who are not residents of the State of Kansas and are not a foreign corporation, foreign limited partnership, or foreign limited liability company qualified to do business and in good standing in Kansas, are required to appoint an agent for service of process who is a resident of Kansas, accompanied by a filing fee of $20.00, with a check for this sum payable to the Kansas Secretary of State.

## IB-7 Defects in the Bidding Documents or Contract Documents

Bidders shall promptly notify City in writing of any errors, omissions, discrepancies or inconsistencies (hereinafter "defects") which may be discovered upon examination of the Bidding/Contract Documents or of the Project site and location conditions.

Bidders requiring clarification or interpretation of the Bidding/Contract Documents shall make a written request received by City Engineer at least seven (7) calendar days prior to the date of Bid opening.

Any interpretation, correction or change of the Bidding/Contract Documents will be made by written Addendum from City Engineer. Interpretations, corrections or changes to the Bidding/Contract Documents made in any other manner will not be binding and Bidders shall not rely upon such interpretations, corrections and changes. Bidders will not be permitted to take advantage of any such defect.

**IB-8** **Insurance**

Upon award of this Agreement, the successful Bidder will be required to secure and maintain, throughout the duration of the Agreement, insurance of such types and in at least such amounts as required herein. The successful Bidder will be required to provide certificate(s) of insurance confirming the required protection on the standard Acord insurance certificate forms. The certificate(s) are to be filed with City prior to commencement of any Work. City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate.

Contractor, upon receipt of notice of any claim in connection with this Agreement, shall promptly notify City, providing full details thereof, including an estimate of the amount of loss or liability.

Contractor shall also promptly notify City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of $50,000.00, whether or not such impairment came about as a result of this Agreement.

If City subsequently determines that Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that City determines such limits inadequate for the balance of the Project, Contractor shall, upon notice from City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to City.

Unless otherwise mutually agreed upon by City and Contractor, City will only accept coverage from an insurance carrier who offers proof that it:

(1) Is licensed to do business in the State of Kansas; and
(2) Carries a Best's policyholder rating of "A" or better; and
(3) Carries at least a Class "X" financial rating.

**Unless otherwise specified, City shall be shown as an additional insured on a primary and noncontributory basis on all general liability, automobile liability and any applicable umbrella or excess liability policies of insurance.**

**General Liability**

**Limits**

Each Occurrence .....$ 500,000

Personal & Advertising Injury.....$ 500,000

Products/Completed Operations

Aggregate .....$ 500,000

General Aggregate .....$ 500,000

Policy **MUST** include the following conditions:

(a) Contractual Liability and Independent Contractors; and

(b) Explosion, Collapse & Underground, if applicable.
**(Certificate must confirm inclusion of "Blasting" coverage, if applicable)**

**Automobile Liability**

Policy shall protect Contractor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for Any Auto:

**Limits:**

Each Accident, Combined Single
Limits, Bodily Injury and
Property Damage:.....$500,000

Notwithstanding the foregoing, should Contractor not own any automobiles, the automobile liability requirement shall be amended to allow Contractor to maintain only Hired and Non-Owned Autos.

**Workers' Compensation**

Insurance shall protect Contractor against all claims under applicable state Workers' Compensation laws. Contractor shall be protected against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy limits shall not be less than the statutory limits currently applicable.

**Employers' Liability**

Bodily Injury by Accident: $500,000 Each Accident

Bodily Injury by Disease: $500,000 Policy Limit

Bodily Injury by Disease: $500,000 Each Employee

**Umbrella Liability**

**[Establish appropriate limits based on risk factors of contract]**

An umbrella or excess liability policy in the minimum amount of $3,000,000 each occurrence, $3,000,000 aggregate is required. The umbrella or excess policy must be at least as broad as the underlying policies and include the following protection.

A) General Liability;

B) Automobile Liability; and

C) Employers' Liability.

**Owner's Protective Liability**

On all contracts in excess of $ 100,000, Contractor shall take out, pay for and deliver to City an Owner's Protective liability insurance policy, issued on an occurrence basis, naming the City of Lenexa, Kansas, as "named insured". The policy shall be maintained during the life of this Agreement. Limits of protection shall be at least $500,000 Combined Single Limits, Bodily Injury and Property Damage. The policy shall contain no exclusion relative to any function performed by City or its employees in conjunction with this project. This Owner's Protective liability policy shall be primary insurance for City.

**Subcontractors' Insurance**

If a part of the Contract is to be sublet, Contractor shall either:

(1) Cover all subcontractors in Contractor's general liability insurance policy; or

(2) Require each subcontractor not so covered to secure insurance in the minimum amounts required of Contractor.

**IB-9** **Substitutions**

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

No substitution will be considered prior to receipt of Bids unless written request for approval has been received by City Engineer at least seven (7) days prior to the date of Bid opening. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other Work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The City Engineer's decision of approval or disapproval of a proposed substitution shall be final.

If City Engineer approves any proposed substitution prior to receipt of Bids, such approval will be set forth in a written addendum. Bidders shall not rely upon approvals made in any other manner.

**IB-10** **Addenda**

Each Bidder shall be responsible for obtaining addenda issued by City. Addenda will be available through Drexel Technologies website at http://planroom.drexeltech.com/. Bidders may also pick up copies of addenda at the address set out in the Notice to Bidders.

No addenda will be issued later than forty-eight (48) hours prior to the date of Bid opening except an addendum withdrawing the request for Bids or one which includes postponement of the date of Bid opening.

Each Bidder shall ascertain prior to submitting its Bid that it has received all addenda issued, and it shall acknowledge its receipt in its Bid.

**IB-11** **Taxes**

It is the intent of City to supply Contractor with a Sales and Compensating Tax Exemption Certificate for use in purchasing materials and supplies used on the project. Contractor shall, in preparing its proposal, omit from its computed costs all sales and service taxes. Two copies of State of Kansas Project Completion Certification (Form STD-77) will be furnished to City by the Kansas Department of Revenue upon issuance of a tax exemption number. Two copies of the Project Completion Certification

will be forwarded to Contractor and must be signed and returned to City upon completion of the project. City will forward one (1) copy of the Project Completion Certification to the Kansas Department of Revenue and retain one copy. All invoices must be retained by Contractor for a period of five (5) years and are subject to audit by the Kansas Department of Revenue. Final payment may be held by City until City has received the two Project Completion Certifications from Contractor along with a Consent.

**IB-12** **Liquidated Damages**

In case of failure on the part of Contractor to effect Substantial Completion within the time specified, City shall have the right to deduct from the total compensation otherwise due Contractor as liquidated damages, fixed and agreed to in advance, according to the schedule set forth in Table 1 below:

**TABLE 1**

| CONTRACT AMOUNT | | | LIQUIDATED DAMAGES |
|---|---|---|---|
| 0 | to | 25,000 | 75.00 |
| 25,001 | to | 50,000 | 125.00 |
| 50,001 | to | 100,000 | 200.00 |
| 100,001 | to | 500,000 | 400.00 |
| 500,001 | to | 1,000,000 | 600.00 |
| 1,000,001 | to | 2,000,000 | 925.00 |
| 2,000,001 | to | 5,000,000 | 1,375.00 |
| 5,000,001 | to | 10,000,000 | 2,000.00 |
| 10,000,001 | and | up | 3,000.00 |

In case of failure on the part of Contractor to effect Final Completion within the time specified, after achieving Substantial Completion, City shall have the right to deduct from the total compensation otherwise due Contractor as liquidated damages, fixed and agreed to in advance, according to the schedule set forth in Table 2 below

**TABLE 2**

| CONTRACT AMOUNT | | | LIQUIDATED DAMAGES |
|---|---|---|---|
| 0 | to | 25,000 | 15.00 |
| 25,001 | to | 50,000 | 25.00 |
| 50,001 | to | 100,000 | 40.00 |
| 100,001 | to | 500,000 | 80.00 |
| 500,001 | to | 1,000,000 | 120.00 |
| 1,000,001 | to | 2,000,000 | 185.00 |
| 2,000,001 | to | 5,000,000 | 275.00 |
| 5,000,001 | to | 10,000,000 | 400.00 |
| 10,000,001 | and | up | 600.00 |

The amounts shown in Tables 1 and 2 above shall be the sum due for each 24-hour calendar day, including weekends and holidays, the Work remains incomplete over the specified completion time.

In the event moneys being retained by City shall not be sufficient to cover the amount of any liquidated damages, City may sue for and recover compensation for damages for nonperformance of this Contract at the time stipulated herein and provided for.

**IB-13** **Qualification of Bidders**

In evaluating Bids and determining the lowest responsible Bidder, City shall consider qualifications of the Bidders. Each Bidder shall submit on a form provided for that purpose, a Statement of Bidder's Qualifications, when required by City. City may consider the qualification and experience of Bidders and subcontractors and other persons and organizations, including suppliers, proposed to be involved in the project. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by City. Furthermore, when considering the qualifications of a a Bidder, the City may examine whether the Bidder has the skill, judgment, and integrity necessary to the faithful performance of the Contract Documents, as well as sufficient financial resources and ability.

City may conduct such investigation it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed subcontractors and other persons, organizations and suppliers, to do Work in accordance with the contract documents to City's satisfaction within the prescribed time. The

City reserves the right to reject any bid where investigation of available evidence does not satisfy the City, in its sole discretion, that the Bidder is qualified to carry out properly all terms of the contract and work.

**IB-14** **Award of Contract**

The contract will be awarded to the successful Bidder as determined by City.

City reserves the right to reject any and all Bids; to waive any and all technicalities, irregularities and formalities; to negotiate contract terms with the successful Bidder; and the right to disregard all non-conforming, non-responsive or conditional Bids.

If the contract is awarded, City will give the successful Bidder a Notice of Award within thirty (30) days after the day of the Bid opening.

**IB-15** **Bonds**

The successful Bidder will be required to furnish a Performance Bond, Statutory or Payment Bond, and Maintenance Bond on the forms hereinafter provided, each in an amount equal to one hundred per cent (100%) of the amount of the Contract to be awarded in each case in addition to any other bonds as may be required by the Contract Documents. With each bond there shall be filed with City one copy of a "Power of Attorney" certified to include the date of the bonds. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Kansas.

**IB-16** **Bid Preference**

Existing State law (K.S.A. 75-3740a) requires that, to the extent permitted by federal law and regulations, when letting contracts for Bids, City must require any Bidder domiciled outside the State of Kansas to submit a Bid the same per cent less than the lowest Bid submitted by a responsible Kansas Bidder as would be required of such Kansas domiciled Bidder to succeed over the Bidder domiciled outside Kansas on a like contract let in the foreign Bidder's domiciliary state. All Bids are received on this condition, and if it is determined by City that the apparent lowest responsible Bidder is a foreign domiciled Bidder, such Bidder shall be considered the successful Bidder only if such Bidder's Bid complies with

this state law requirement and the Bid is found to be in the best interest of City.

All Bidders domiciled outside of the State of Kansas shall furnish City with a copy of their state's preferential Bidding statutes and the applicable per cent received by in-state Bidders from the state in which the contract is located.

## IB-17 Non-discrimination and Affirmative Action

Contractor shall be an equal opportunity employer as defined by Section 2000 (e) of Chapter 21, Title 42, of the United States Code Annotated (USCA), and shall not discriminate on the basis of race, sex, disability, religion, ethnicity, national origin or age.

## IB-18 Sexual Harassment

Harassment on the basis of sex is a violation of Sec. 703 of Title VII of the federal Civil Rights Act of 1964. Any such proven harassment of employees or of other persons shall be deemed a breach of the this Agreement and it may be canceled, terminated or suspended, in whole or in part, by City.

Applying general Title VII principles, Contractor is responsible for the acts of its agents, employees, and subcontractors with respect to sexual harassment regardless of whether the specific acts complained of were authorized or forbidden by Contractor and regardless of whether Contractor knew or should have known of their occurrence.

## IB-19 Appointment of Agents for Service of Process

K.S.A. 16-113 requires that non-resident contractors (having a principal office located outside the state of Kansas) appoint an agent for the service of process in Kansas. The executed appointment must be filed with the Kansas Secretary of State. Any successful Bidder domiciled outside the State of Kansas must comply with this statutory requirement and provide proof that an agent for service of process in Kansas has been properly filed prior to being issued a Notice to Proceed. No extension in Contract Price or Contract Time shall be granted due to the successful Bidder’s failure to timely comply with this section.

## IB-20 Subcontracting

Contractor may utilize the services of subcontractors on those parts of the Work which, under normal contracting practices, are performed by subcontractors; provided, however that Contractor shall not award subcontracts which total more than fifty per cent (50%) of the Contract Price.

City may require the apparent successful Bidder and any other Bidder, prior to the Notice of Award, to submit a list of subcontractors. In any event, within seven (7) days after Notice of Award and prior to commencing construction, the successful Bidder shall submit to City a list of the names of all subcontractors proposed for portions of the Work and shall designate which Work each is to perform.

City Engineer shall notify the successful Bidder, in writing, if City, after due investigation, has reasonable objections to any subcontractor on such list, and the successful Bidder shall substitute a subcontractor acceptable to City. If the successful Bidder refuses to submit the name of an acceptable subcontractor City can refuse to award the contract and the Bid security will be forfeited, or if construction has begun, such failure will be grounds to terminate the contract. The failure of City to make objection to the subcontractor within ten (10) days after the list of subcontractors is furnished to City shall constitute an acceptance of such subcontractor, but shall not constitute a waiver of any right of City to reject Defective Work, materials or equipment not in conformance with the requirements of the Contract Documents. The successful Bidder/contractor shall not make any substitution for any subcontractor who has been accepted by City unless City Engineer approves the substitution in writing.

## IB-21 Conflict of Interest in the Case of Federal Funds

31 USCA Section 1352 requires all sub-grantees, contractors, subcontractors and consultants who receive federal funds via City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements.

In addition, contract applicants, recipients and sub-recipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the contract period.

Necessary forms are available from City and should be returned to City with the other Contract Documents. It is the responsibility of the general

contractor to obtain executed forms from any subcontractors who fall within the provisions of the Code and to provide City with the same.

**IB-22** **Pre-Bid Conference**

A pre-bid conference may be required. The purpose of this conference is to familiarize Bidders with the project and the documents and to clarify any misunderstandings regarding the same. If the date and time of the pre-bid conference is not identified in the notice to Bidders then City will notify all persons or entities taking out plans on the project by mail or fax to the address or facsimile number which the Bidders provided to City.

**IB-23** **Bid Mistakes; Procedure for Correction or Withdrawal of Bids**

Bids may only be withdrawn or corrected pursuant to the provisions of K.S.A. 75-6901, as amended, et seq.

IB-24 **Payment by City.**

Payments by the City may be made using any of the following methods of payment, in its sole discretion: (a) automated clearing house ("ACH") or wire transfer; (b) for payments under $1,000, credit/purchasing cards; or (c) checks. When utilizing the check option, all checks will be mailed to Contractor's place of business, without exception and may not be picked up in person by Contractor. When utilizing the ACH or wire transfer option, the transaction will occur within the timeframe provided by the contract documents with no advance or subsequent notice to the Contractor.

The successful Bidder will be required to submit, in the contract documents required by IB-6, such financial information as shall be required by the City to enable the use of the aforementioned payment methods and to enable the City to properly report such payments as required by federal law. Such information may include, but shall not be limited to, bank account number(s), bank ABA number(s), or a Form W9 – Request for Taxpayer Identification Number and Certification.

**CITY OF LENEXA, KANSAS**
**AGREEMENT FOR PUBLIC IMPROVEMENTS**

**BID FORM**

PROJECT: 2016 PMP Chip Seal

TO: CITY OF LENEXA
JOHNSON COUNTY, KANSAS

**NOTE:** PLEASE DO NOT RETURN THESE DOCUMENTS IF YOU ARE NOT SUBMITTING A BID. YOUR NAME WILL REMAIN ON OUR BIDDERS' LIST UNTIL WE ARE NOTIFIED TO REMOVE IT.

The undersigned Bidder hereby proposes to furnish all material, supplies, transportation, tools, equipment and necessary labor to construct, install, plant and complete all Work stipulated in, required by, and in conformity with the proposed Contract Documents, incorporated herein (including all documents referred to therein) and any and all written addenda thereto, for and in consideration of the unit prices as follows:

| Item No. | Description | Unit | Approx. Unit Quantity | Unit Price | Unit Total |
|---|---|---|---|---|---|
| 1 | Chip Seal | SY | 440,585 | | |
| 2 | First Sweeping | SY | 440,585 | | |
| 3 | Second Sweeping | SY | 424,181 | | |
| 4 | Chip Seal Patching | SY | 21,807 | | |
| 5 | Asphaltic Concrete 2" | SY | 2,034 | | |
| 6 | Milling 2" | SY | 2,034 | | |
| 7 | Curb & Gutter | LF | 7,860 | | |
| 8 | Handicap Ramp | EA | 111 | | |
| 9 | Sidewalk | SF | 8,900 | | |
| 10 | Pavement Markings, 4" Skip White Line Thermoplastic | LF | 225 | | |
| 11 | Pavement Markings, 4" Solid Yellow Line Thermoplastic | LF | 83,740 | | |
| 12 | Pavement Markings, 4" White Edge Line Thermoplastic | LF | 740 | | |
| 13 | Pavement Markings, 6" Solid White Channalization Line Thermoplastic | LF | 1,386 | | |
| 14 | Pavement Markings, 12" Solid Yellow Crosshatching Thermoplastic | LF | 47 | | |
| 15 | Pavement Markings, 24" Solid White Stop Bar Thermoplastic | LF | 332 | | |

| | | | | | |
|---|---|---|---|---|---|
| 16 | Pavement Markings, Railroad Crossing Thermoplastic | LF | 4 | | |
| 17 | Pavement Markings, Arrows (Lt. & Rt.) Preformed Thermoplastic | LF | 27 | | |
| 18 | Traffic Control | LS | 1 | | |
| | | | | | |

**TOTAL BID: $_____**

1. The undersigned further agrees to begin upon the date stated in the Notice to Proceed, and to complete the Work, if the successful Bidder in accordance with Special Condition: **SC-1 Completion Date: The calendar completion date for this project is August 31, 2016. No rain days shall be given for this project.**

   The undersigned also declares that it understands that if not preset by City, the time to begin construction and to complete the Work will be one factor considered in determining the successful Bidder.

2. In submitting this Bid, the undersigned declares that it is of lawful age and executed this Bid on behalf of the Bidder named herein, and that the undersigned has lawful authority to do so. The undersigned further declares that it has not directly or indirectly entered into any agreement, expressed or implied, with any Bidder or Bidders, having for its object the controlling of the price or amount of such Bid or any Bids, the limiting of the Bid or Bidders, the parceling or farming out to any Bidder or Bidders, or other persons, of any part of the Agreement or any part of the subject matter of the Bid or Bids or of the profits thereof, and that it has not and will not divulge the sealed Bid to any person whomsoever, except those having a partnership or other financial interest with Bidder in said Bid or Bids, until after the sealed Bid or Bids are opened.

3. The undersigned further declares that it has carefully examined the Notice to Bidders, Instructions to Bidders and other Contract Documents, and that it has inspected the actual location of the Work, together with the local sources of supply, and has satisfied itself as to all conditions and quantities, and understands that in signing this Bid Form the undersigned on behalf of the Bidder waives all right to plead any misunderstanding regarding the same.

4. The undersigned hereby agrees to furnish the required bonds and insurance certificates and execute the Agreement within ten (10) calendar days from and after Notice of Award of the Agreement is delivered to the Bidder, and failure of the Bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest, including, but not limited to, enforcement of its rights as to Bid security.

5. It is understood that the City will pay monthly pay estimates submitted in accordance with the City of Lenexa's claims policy and approved by the City Engineer, all as provided in the Contract Documents.

6. The undersigned acknowledges receipt of the Plans and Specifications for the Project including the following written addenda (insert "none" if none were received):

_____

_____

_____

7. COOPERATIVE PURCHASING BY OTHER INSTITUTIONS UNDER THIS CONTRACT

If the City awarded you the proposed Contract, would you sell under the prices and terms of this Contract to any Municipal, County Public Utility, Hospital, or Educational Institution having membership in the Mid-America Council of Public Purchasing and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

(Check one) Yes____ No____

Initials _____

Enclosed is a certified check, cashier's check or Bid bond in the amount _____ DOLLARS ($_____) which sum is five percent (5%) of the total Bid submitted. The undersigned agrees this security is subject to being forfeited to City as liquidated damages and not as a penalty, together with other legal remedies the City may choose to invoke, all as set forth in the Instructions to Bidders, should this Bid be accepted and the Contract be awarded to this Bidder and Bidder should fail to enter into an Agreement in the form prescribed and to furnish the required insurance, bonds and other required documents within ten (10) calendar days as above stipulated, otherwise the Bid security shall be returned to the undersigned upon signing of the Agreement and delivery of the approved bonds and other required documents to said City of Lenexa, Kansas.

Dated this _____ day of _____, 2016.

_____
[Contractor]

By: _____

_____
Title

_____
Address

_____
City, State, Zip

_____
Telephone Number

_____
Facsimile Number [if available]

Project No. 60087

**CITY OF LENEXA, KANSAS**
**AGREEMENT FOR PUBLIC IMPROVEMENTS**

**AGREEMENT BETWEEN CITY**
**AND CONTRACTOR**

**FOR: 2016 PMP Chip Seal**

THIS AGREEMENT BETWEEN CITY AND CONTRACTOR, hereinafter "Agreement," is made and entered into this _____ day of _____, 2016, by and between the City of Lenexa, Kansas, hereinafter "City," and _____, hereinafter "Contractor."

**WITNESSETH:**

WHEREAS, City has prepared a Notice to Bidders, Instructions to Bidders, Bid Form, this Agreement, General and Special Conditions, Plans, Specifications and other Contract Documents, as defined in the General Conditions, (hereinafter collectively "Contract Documents,") and City has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for the construction of public improvements in accordance with the terms of this Agreement including, but not limited to, the furnishing of the cost of materials, labor, tools and equipment; and

WHEREAS, Contractor, in response to the advertisement inviting sealed Bids, has submitted to City a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, City has publicly opened, examined and reviewed the Bids submitted, and as a result has determined and declared Contractor to be the best and lowest most responsible Bidder for the construction of said public improvements, and has duly awarded to Contractor a contract upon the terms and conditions set forth in this Agreement and for the sum or sums named in the Bid, attached hereto and made a part of this Agreement.

NOW THEREFORE, in consideration of the compensation to be paid to Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, City for itself and its successors, and Contractor for itself, himself/herself or themselves, its, his/her or their successors and assigns, or its, his/her or their executors and administrators, as follows:

ARTICLE I. Contractor shall furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other construction accessories, services and facilities required to construct and complete the Work as designated, described and required by the Contract Documents, to wit:

_____

_____

_____

all in accordance with the Contract Documents, including but not limited to, the Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other Contract Documents as defined in paragraph GC-1 of the General Conditions, on file with the City Clerk of Lenexa, Kansas, all of which Contract Documents form this Agreement, and are as fully a part hereof as if repeated verbatim herein; all Work to be done in a good, substantial and workmanlike manner and to the satisfaction of City, and in accordance with the laws of the City of Lenexa, the State of Kansas and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. City shall pay to Contractor for the performance of the Work embraced in this Agreement, and Contractor will accept in full compensation therefore, the sum of _____, DOLLARS ( $_____) referred to as the Contract Price (subject to adjustment as provided by and in accordance with the Contract Documents), for all Work covered by and included in this Agreement, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents. City reserves the right to make additions and deletions to the Contract Documents as provided therein. Without exception, ten per cent (10%) of all partial payments made to Contractor shall be retained until all Work is formally accepted by formal action of the Lenexa City Council.

ARTICLE III. Contractor shall commence Work upon the date stated in the Notice to Proceed, and will complete all Work covered by this Agreement within the time specified in the Notice to Proceed. Time is of the essence. Accordingly, liquidated damages shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in an amount as set forth in the General Conditions for each and every 24 hour calendar day the Work remains incomplete over the specified completion time.

ARTICLE IV. Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of this Agreement or any portion hereof, without previous written consent of City. In case such consent is given, Contractor shall be permitted to subcontract a portion thereof, but shall perform with its own organization, Work amounting <u>to not less than fifty per cent (50%) of the total Contract Price</u>. No subcontracts, or other transfer of this Agreement, shall release Contractor of its liability under this Agreement and the bonds applicable hereto.

ARTICLE V. Contractor specifically acknowledges and confirms that: 1.) Contractor has visited the site, made all inspections Contractor deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by Contractor as specified herein and in the other Contract Documents and knowingly accepts same; 2.) Contractor has furnished copies of all Contract Documents to Contractor's insurance carrier(s) and its surety(ies); and 3.) Contractor's insurance carrier(s) and surety(ies) agree to be bound as specified in this Agreement, in the Contract Documents, as set forth in the insurance policy(ies) and bonds pertaining to liability and surety coverage.

ARTICLE VI. City and Contractor specifically agree that by executing this Agreement, the Contract Documents are not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement; the duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

ARTICLE VII. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except as provided herein and the Contract Documents.

ARTICLE VIII. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas.

ARTICLE IX. All local, state and federal laws and requirements as described in the Contract Documents and General Conditions which apply to this Agreement shall be incorporated herein by reference.

ARTICLE X. Should any provision of this Agreement or the Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

IN WITNESS WHEREOF, the City of Lenexa, Kansas has caused this Agreement to be executed on its behalf and Contractor through Contractor's duly authorized officer or representative has executed three (3) counterparts of this Agreement in the prescribed form and manner, the day and year first above written.

**CITY OF LENEXA, KANSAS**

By: _____
Michael A. Boehm, Mayor

**[SEAL]**

ATTEST:

_____
David F. Bryant III, City Clerk

APPROVED AS TO FORM:

_____
Sean McLaughlin, Assistant City Attorney

**CONTRACTOR**

_____
Contractor

BY:_____
Signature

_____
Print Name

_____
Title (SEAL)

_____
Address

_____
City, State, Zip

_____
Phone No.

_____
Facsimile No. (if available)

**(If the Contract is not executed by the president of the corporation or general partner of the partnership, Contractor must provide documentation which authorizes the signer to bind the corporation or partnership.**

**Project No.** 60087 **Bond No.** _____

# CITY OF LENEXA, KANSAS

## PERFORMANCE BOND

We, the undersigned of _____, as Principal, hereinafter referred to as the "Contractor," and _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Kansas, as surety, are held and firmly bound unto the CITY OF LENEXA, KANSAS hereinafter referred to as "City," in the penal sum of_____DOLLARS ($_____ _____), lawful money of the United States of America, for the payment of which sum truly to be made to the City of Lenexa, Kansas, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor, has on the _____ day of _____, 2016 , executed a written Contract with the City for furnishing in a good, substantial and workmanlike manner all construction labor, materials, equipment, tools, transportation, superintendence, and other facilities and accessories, for and in connection with the satisfactory and timely performance of all Work and construction of certain improvements referred to as **2016 PMP Chip Seal** (the Project), more particularly designated, defined and described in the Agreement and the Contract Documents, and in accordance with the Specifications and Plans and other Contract Documents thereto; a copy of said Agreement is made a part hereof by reference as if fully set out herein.

NOW THEREFORE, if Contractor shall in all particulars promptly and faithfully perform each and every covenant, condition, and part of the Agreement, and the Conditions, Specifications, Plans and other Contract Documents hereto attached or by reference made a part hereof, according to the true intent and meaning in each case, and said improvements shall be constructed and completed in strict accordance with the Contract Documents, conditions, specifications, plans and other documents, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect.

Provided further that if Contractor fails to perform and abide by any such obligations hereunder in any respect, the Surety shall either promptly remedy such failure or shall within fourteen (14) days from the date of written notice from the City:

1. commence completion the Work of the Agreement and Contract Documents in accordance with terms and conditions therein; or

2. commence the process of obtaining a bid or bids for completing the Work of the Agreement in accordance with the terms and conditions of the Contract Documents, and upon determination by City and the Surety jointly of the best and lowest responsive, responsible bidder, arrange for a Contract between such bidder and City, and make available as the Work progresses sufficient funds to pay the total costs of completion less the balance of the Contract Price, including other costs and damages for which the Surety may be liable hereunder.

3. pay to City sufficient funds to pay the cost of completion less the balance of the Contract Price and other costs and damages for which the surety may be liable hereunder.

   The term "balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by City to Contractor under the Agreement and any amendments thereto, less the amount previously paid by City to Contractor. No right of action shall accrue on this Bond to or for the use of any person or corporation other than City or successors of City.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or Contract Documents or the Work to be performed hereunder, or the Specifications accompanying the same, shall in any way affect its obligations on this Performance Bond and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the Agreement, or Contract Documents or to the Work, or to the Specifications.

IN TESTIMONY WHEREOF, Contractor has hereunto set his/her hand, and the Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do on this, the _____ day of _____, 2016 .

_____
[Contractor/Principal]

**[SEAL]**

_____
[Title]

ATTEST:

_____
[Secretary]

_____
[Surety Company]

**[SEAL]**

By: _____
[Attorney-in-fact]

By: _____
[Kansas Agent]

(Accompany this Bond with Attorney-in-Fact's authority from the surety company certified to include the date of the bond.)

**Project No.** 60087 **Bond No.** _____

# CITY OF LENEXA, KANSAS

## STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____as Contractor and Principal, and _____ with general offices in the City of _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Kansas, as Surety, are held and firmly bound unto the State of Kansas, IN THE PENAL SUM OF _____DOLLARS ($___ _____), lawful money of the United States of America, for the payment of which sum well and truly to be made we bind ourselves, and our heirs, executors, administrators, successors and assigns, jointly and severally by these presents:

THE CONDITION OF THE FOREGOING OBLIGATIONS IS SUCH THAT:

WHEREAS, Contractor, has on the _____ day of _____, 2016, entered into an Agreement with the City of Lenexa, Kansas, which is incorporated herein as if fully set forth, for furnishing all tools, equipment, transportation, materials and supplies, performing all labor, and constructing public improvements described in the Agreement and the Contract Documents, all in accordance with the Specifications, and other Contract Documents on file in the office of the City Clerk of Lenexa, Kansas. Said project is more specifically described as:

**(2016 PMP Chip Seal)**

NOW THEREFORE, if Contractor and all the subcontractors of Contractor shall pay all indebtedness incurred for supplies, materials, transportation, and labor furnished, and equipment used or consumed in connection with or in or about the construction or making of the improvements described in the above-mentioned Contract Documents, this obligation shall be void after the six (6) months statutory claim period following completion of the improvement is expired, otherwise, it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the Contract Documents to the Work to be performed thereunder, or to the total Contract Price, the Specifications accompanying the same, shall in any way affect its obligation on this Statutory Bond, and the Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the Contract Documents or to the Specifications, including an increase in the total Contract Price. The Surety further agrees that any person to whom there is due any sum for labor furnished, transportation, materials, equipment and supplies used or consumed in

connection with or in or about the construction of said public improvement, as hereinbefore stated or said person's assigns, may bring action on this Statutory Bond for the recovery of said indebtedness; PROVIDED, that no action shall be brought on this Statutory Bond after six (6) months from the completion of said public improvements.

IN TESTIMONY WHEREOF, Contractor has hereunto set his/her hand, and the Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do on the _____ day of _____, 2016.

**[SEAL]** _____
[Contractor/Principal]

_____
[Title]

ATTEST:

_____
[Secretary]

_____
[Surety Company]

**[SEAL]**

By: _____
[Attorney-in-fact]

By: _____
[Kansas Agent]

[Accompany this Bond with Attorney-in-Fact's authority from the surety company certified to include the date of the Bond.]

[A Statutory Bond is required only in connection with a Contract exceeding One Hundred Thousand Dollars and No Cents ($100,000.00) in accordance with K.S.A. 60-1111, as amended.]

**Project No.** 60087 **Bond No.** _____

# CITY OF LENEXA, KANSAS

## MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as the "Principal," hereinafter referred to as "Contractor," and _____ _____as and hereinafter referred to as the "Surety," a corporation organized under the laws of the State of _____ _____and authorized to transact business in the State of Kansas, are held and firmly bound unto the CITY OF LENEXA, KANSAS hereinafter referred to as "City," in the penal sum of _____ Dollars ($_____) for the payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents:

THE CONDITION OF THIS BOND is such that:

WHEREAS, Contractor has executed a written Agreement, including the Contract Documents, with City to construct certain improvements referred to as **2016 PMP Chip Seal**, more particularly described in the Agreement and the Contract Documents dated _____, 2016, the Agreement and the Contract Documents are made a part hereof by reference as if fully set out herein.

NOW, THEREFORE, if Contractor has constructed and completed or caused to be constructed and completed the entire improvement in strict compliance with the Agreement and Contract Documents, including all documents incorporated therein, between City and Contractor, and all applicable laws, rules, and regulations such as, but not limited to, those set forth in the Code of the City including the Minimum Standards for the Design and Construction of Streets, Sanitary Sewers, and Storm Drainage Improvements, completed to the satisfaction of the City Engineer and with such materials and in such manner that the same shall endure without need of repairs or maintenance for a period of (2) two years from and after the completion and acceptance by City's governing Body; and if said improvement shall actually endure without the need of repairs or maintenance for the period of (2) two years from and after the completion and acceptance thereof as aforesaid, then this obligation shall be null and void.

If the improvement requires repairs or maintenance within such (2) two year period then this obligation shall remain in full force and effect and Contractor and the Surety shall be responsible for the prompt payment of the penal sum to the City for such repairs and/or maintenance including any incidental costs associated therewith, including but not limited to the costs of consultants and/or engineering investigations, testing, analysis and any other costs incurred to determine the cause of defect and/or the necessary repair and maintenance and attorney fees incurred in collection of this Maintenance Bond.

Signed and sealed this ___ day of _____, 2016.

_____
[Contractor/Principal]

**[SEAL]**

_____
[Title]

ATTEST:

_____
[Secretary]

_____
[Surety Company]

**[SEAL]**

By: _____
[Attorney-in-fact]

By: _____
[Kansas Agent]

(Accompany this Bond with Attorney-in-Fact's authority from the surety company certified to include the date of the Bond.)

**PROJECT NO.** 60087

**CITY OF LENEXA, KANSAS**

**APPOINTMENT OF AGENT FOR SERVICE OF PROCESS**
**FOR OUT OF STATE CONTRACTORS**

_____, as Contractor, having entered into a written agreement with the City of Lenexa, Kansas for the public improvement described as: **2016 PMP Chip Seal**, hereby appoints _____ _____, as its agent in the State of Kansas, upon whom process may be served. The address of the agent is _____, _____ County, Kansas.

This appointment was executed this _____ day of _____ _____, 2016.

_____
Contractor

By: _____

_____
Title

**CONSENT TO ACT AS AGENT**

I, _____, a resident of the State of Kansas residing at _____, having been duly appointed and designated to act as resident agent for _____, do hereby acknowledge this appointment and declare that I will act as such agent and will accept all service of process that may be brought against Contractor within the State of Kansas.

In testimony whereof, I have hereunto set my hand on this, the _____ day of _____, 2016.

_____
Agent

## ACKNOWLEDGMENT

STATE OF KANSAS }
} ss:
COUNTY OF _____ }

**BE IT REMEMBERED** that on this _____ day of _____, 2016, before me a notary public in and for said county and state, appeared _____ who acknowledged that he signed the foregoing instrument and further acknowledged the same as his/her voluntary act and deed.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal on the day and year last above written.

_____
Notary Public

My appointment expires: _____

[The Appointment of Agent shall be filed with the Kansas Secretary of State pursuant to K.S.A. 16-113.]

(Contractors who are non-residents of the State of Kansas and are not a foreign corporation, foreign limited partnership, or foreign limited liability company qualified to do business and in good standing in Kansas, are required to appoint an agent for service of process who is a resident of Kansas, accompanied by a filing fee of $20.00, with a check for this sum payable to the Kansas Secretary of State.)

**CITY OF LENEXA, KANSAS**

**CERTIFICATE OF NONDISCRIMINATION**
**MANDATORY PROVISIONS**

K.S.A. § 44-1030(a) provides that every contract for or on behalf of the City of Lenexa, Kansas for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees to the following:

(1) that the contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, age, national origin or ancestry;

(2) that in all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer," or similar phrase as approved by the state commission;

(3) that if the contractor fails to comply with the manner in which the contractor reports to the state commission in accordance with the provision of K.S.A. § 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Lenexa;

(4) that if the contractor is found guilty of a violation of the Kansas Act Against Discrimination under decision or order of the state commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Lenexa; and

(5) that the contractor shall include the provisions of K.S.A. § 44-1030(a) subsections (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of K.S.A. § 44-1030(a) shall not apply to a contract entered into by a contractor: (1) who employs fewer than four (4) employees during the term of such contract; or (2) whose contracts with the City of Lenexa cumulatively totals $5,000 or less during the same fiscal year.

**By signing this Certificate of Nondiscrimination, contractor acknowledges inclusion of the requirements of K.S.A. 44-1030(a) in the base contract and in all subcontracts.**

DATE: _____ _____
Contractor/Principal

By: _____
Signature

CORPORATE SEAL

_____
(Official Title of Signer)

**CITY OF LENEXA, KANSAS**
**AGREEMENT FOR PUBLIC IMPROVEMENTS**

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**CITY OF LENEXA, KANSAS**
**AGREEMENT FOR PUBLIC IMPROVEMENTS**

# GENERAL CONDITIONS

## GC-1 Definitions

Every term, definition and clause contained in the General Conditions shall be incorporated into the Agreement between City and Contractor and shall be binding upon the parties hereto, unless stricken by mutual written consent. Whenever used in these General Conditions or in the other Contract Documents, the following terms shall have the meanings indicated which are applicable to both the singular and plural thereof. Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

1. Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Documents or the Contract Documents and become a part of the Contract Documents; receipt of each addendum shall be acknowledged in the Bid by the Bidder.

2. Agreement - The written Agreement between City and Contractor covering the Work to be performed; Contract Documents are incorporated into the Agreement and are equally binding upon the parties.

3. Alternative Bid (or Alternate Bid) - An amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

4. Amendment - A change to the Contract Documents, made in writing, signed by City and Contractor on or after the Effective Date of the Agreement.

5. "As shown," "as indicated," "as detailed," or words of similar import refer to the Contract Drawings, unless stated otherwise.

6. Base Bid - The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the Base, to which Work may be added or from which Work may be deleted for sums stated in Alternative Bids.

7. Bid - Complete and properly executed offers or proposals of Bidders to do the Work, or designated portion thereof, for the price stipulated therein, submitted in accordance with the Bidding Documents.

8. Bidder - Individual or entity who submits a Bid.

9. Bidding Documents - Include the advertisement or Notice to Bidders, Instructions to Bidders, the Bid Form, Plans and Specifications all contract forms and the proposed Contract Documents including any written Addenda issued prior to opening of the Bids. Typically, all Contract Documents issued prior to the opening of Bids.

10. Bonds - Bid, Performance, Payment or Statutory and Maintenance Bonds together with such other instruments of security as may be required by the Contract Documents.

11. Calendar Days - When computing time prescribed by the Contract Documents, the day from which the designated period of time begins to run shall not be included, but the last day of the period shall be included, unless it is a Saturday, Sunday or a City Holiday, in which case, the last day shall be the next business day thereafter. A calendar day shall include any day of the week whether the Contractor works or not, and shall not be excluded as a result of inclement weather unless approved in writing, by the Engineer.

12. Change Order - A written document issued by City, which is duly executed by the parties, authorizing an addition, deletion or revision to the Work, or an adjustment (increase or decrease) in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

13. City - City of Lenexa, Kansas, or Owner.

14. "Contract," "Contract Documents" and "Agreement" shall have the meaning ascribed to them in Paragraph GC-2 of these General Conditions and such terms may be used interchangeably.

15. Contract Price - The total moneys payable by City to Contractor for Final Completion of the Work as per the Contract Documents and as stated in the Agreement.

16. Contract Time - The total number of calendar days stated in the Agreement for the completion of the Work.

17. Contractor - The individual, corporation, partnership, or entity with whom City has entered into the Agreement, together with Contractor's duly authorized agents or legal representatives.

18. Day - A calendar day is twenty-four hours measured from midnight to the next midnight.

19. Defective Work - Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the specified requirements, reference standards, tests or reviews referred to in the Contract Documents, or has been damaged prior to approval of final payment unless responsibility for the damage has been expressly assumed by City at Substantial Completion.

20. Drawings and/or Plans - The Drawings and/or Plans which show the character and scope of the Work to be performed and which have been prepared by the Engineer and are referred to in the Contract Documents.

21. Effective Date of the Agreement - The date indicated in the Agreement on which the Agreement becomes effective, but if no such date is indicated it shall mean the date on which the Agreement is signed by the Mayor of City.

22. Engineer - Engineer shall mean City Engineer or Public Works Director or his designee for City of Lenexa, unless the Contract Documents identify an individual or entity which has been contracted with by City for the performance of professional architectural or engineering services in connection with the Project.

23. Field Order - An oral order issued by the Engineer which orders minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Time.

24. Final Acceptance - The date upon which the construction of the Project is complete in accordance with the Contract Documents, the City has accepted the Project, and no further Work remains to be performed under the Contract Documents.

25. Final Payment – The final payment due to Contractor after Final Acceptance of the Project.

26. General Requirements - Those provisions of the Specifications which apply to the entire Work.

27. Inspector - The authorized representative of the Engineer.

28. Notice of Award - The written notice by City to the apparent Successful Bidder stating that upon compliance by the apparent Successful Bidder with the conditions precedent enumerated in the Bidding Documents and Contract Documents, within the time specified, City will enter the Agreement.

29. Notice to Proceed - A written notice presented by City to Contractor fixing the date on which the Contract Time shall commence and on which Contractor shall start to perform his obligations under the Contract Documents. Without the express written consent of City, Contractor shall do no Work until the date set forth in the Notice to Proceed.

30. Owner - City of Lenexa, Kansas, or City.

31. Partial Utilization - Use of a portion of the Work to be provided under the Contract Documents by City.

32. Payment Request - Also referred to as "Application for Payment." The form used by Contractor to request a Progress Payment or Final Payment and includes such supporting documentation as required by the Contract Documents.

33. Plans - Includes all drawings which may have been prepared by the Engineer or a professional services contractor of City, and used as a basis for the Bids, all drawings (other than shop drawings) submitted by the Successful Bidder with its Bid or by Contractor to City, if and when approved by the Engineer, and all drawings submitted by City to Contractor during the progress of the Work, which show the character and scope of the Work to be performed.

34. Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

35. Provide - means to "furnish and install," according to the requirements of the Contract Documents.

36. Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by Contractor, a subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by Contractor to illustrate material or equipment for some portion of the Work.

37. Special Conditions - The part of the Contract Documents which amends or supplements these General Conditions.

38. Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto. They may include, but are not limited to:

    (1) Design Specifications, such as measurements, tolerances, materials, inspection requirements and other information relative to the Work;
    (2) Performance Specifications, such as performance characteristics required, if any;
    (3) Purchase Description Specifications, such as products or equipment required by manufacturer, trade name and/or type; provided, however, equivalent alternatives including aesthetics, warranty and manufacturer reputation, may be substituted upon written request and written approval by City in accordance with the General Conditions;
    (4) Such other information deemed appropriate by City for inclusion in the Specifications for construction of the Project.

39. Subcontractor - An individual, firm, corporation or other entity having a direct contract with Contractor or with any other subcontractor for the performance of a part of the Work.

40. Substantial Completion - A point in time when the Work (or a specified part thereof) has progressed to the point where, in the opinion of the Engineer, as evidenced by his definitive statement of Substantial Completion, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if there be no such statement issued, when Final Payment is due. The terms "substantially complete" and "substantially completed" as applied to any Work refer to "Substantial Completion" thereof.

41. Successful Bidder - Individual, corporation, partnership, person or entity that is determined and declared by City to be the lowest responsible Bidder submitting a bid in conformity with the terms of the Bidding Documents, and in the best interest of City.

42. Supplier - An individual, corporation, partnership or entity that is a manufacturer, fabricator, supplier, distributor, material man or vendor.

43. Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

44. Unit Price - An amount stated in the Bid as a price per unit of measurement for material or services as described in the Bidding Documents or in the proposed Contract Documents.

45. Unit Price Work - Work to be paid for on the basis of Unit Price.

46. Work - The completed construction of the various separately identifiable parts of construction required to be furnished under the Contract Documents. Work

is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.

47. The words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the Engineer.

## GC-2 Contract Documents: Definitions

1. General

The Contract Documents comprise the following general classifications of documents, including all additions, deletions, and modifications incorporated before execution of the Agreement by the Mayor of City or after execution, if in accordance with the procedure set forth herein therefore:

Bidding Documents;
Contract Documents;
Conditions of the Contract;
Specifications;
Drawings and/or Plans;
Breakdown of Trade Wages form.

2. Bidding Documents

The Bidding Documents issued by City to assist Bidders in preparing their Bids may include the following:

a. Notice to Bidders;
b. Instructions to Bidders;
c. The Bid Form;
d. Any Written Addenda;
e. Bid Bond or Other Security.

3. Contract Documents

a. Agreement between City and Contractor;
b. Bonds -

(1) Performance Bond in an amount equal to 100 % percent of the Contract Price;
(2) Statutory Bond in an amount equal to 100 % percent of the Contract Price. Applicable to all contracts in which the Contract Price is over $100,000;
(3) Maintenance Bond in an amount equal to 100% percent of the Contract Price;
(4) Payment Bond in an amount equal to 100% percent of the Contract Price. Applicable to all contracts in which the Contract Price is $100,000 or less.

c. Any written Change Orders or Amendments

4. Conditions of the Agreement

a. General Conditions of this Agreement, of which this paragraph is a part;

b. Special Conditions of this Agreement;
c. All Federal, State and local laws and regulations applicable to this Agreement;
d. Wage requirements applicable to this Agreement.

5. Specifications and Drawings

a. The most current version of the City of Lenexa's Technical Specifications in effect as of the date of execution of the Agreement. These Technical Specifications are hereby incorporated by reference into the Contract Documents and can be found on the City's website or may be purchased from the City.
b. Contract Drawings, including but not limited to, the Contract Drawings listed in the drawing index of the Contract Drawings.

## GC-3 Preliminary Matters

1. Delivery of Bonds and Other Documents

When Contractor delivers the executed Agreement to City, Contractor shall also deliver to City such bonds or other security as Contractor may be required to furnish pursuant to the terms of this Agreement. At the same time, Contractor shall also deliver to City certificates of insurance (and other evidence of insurance requested by City) which Contractor is required to purchase and maintain pursuant to the terms of this Agreement, as well as a Certificate of Good Standing in the State of Kansas from the Kansas Secretary of State which is valid for the year in which construction is commenced.

2. Copies of Documents

City shall furnish to Contractor up to five copies (unless otherwise specified) of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

3. Commencement of Contract Time; Notice to Proceed

a. The Contract Time will commence on the date stated in the Notice to Proceed;
b. No Work shall be done at the site prior to issuance of a Notice to Proceed;
c. Contractor shall notify the Engineer in writing of its construction schedule prior to commencing the Work;

4. Pre-Construction Conference

Before Contractor commences Work, a Pre-Construction Conference shall be held to review the progress schedules, to establish procedures for handling Shop Drawings and other submittals, and to establish a working understanding among the parties as to the Work to be performed pursuant to the terms of this Agreement.

## GC-4 Schedules

1. Progress Schedule

a. Prior to commencing the Work, City may require Contractor to submit to City an estimated progress schedule indicating the starting and

completion dates of the various phases of the Work, including the projected cost of each phase. The cost projection may serve as the basis for Progress Payments during the Work.

b. Contractor shall provide an updated progress schedule with each application for payment indicating the Work that has been completed as well as estimated starting and completion dates for all phases of the Work that remain to be completed.

c. Should the Work fall 20% or more behind schedule, the Contractor shall submit a revised schedule detailing corrective measures to be taken to complete the project within the time limits specified in the Agreement. City may require Contractor to add to his equipment or construction forces, as well as increase the working hours at Contractor's sole cost, if operations fall behind schedule at any time during the construction period. City may require Contractor to reimburse City for all costs, including charges of Engineer and City's professional consultants, caused by any increase in Contractor's allowable working hours as defined below. City may deduct such costs from any payment due Contractor.

2. Adjusting Progress Schedule

Contractor shall submit to the Engineer any adjustments to the progress schedule that reflect the impact of any unanticipated developments; such adjustments shall conform to the progress schedule and shall comply with all provisions of this Agreement.

## GC-5 Contract Intent and Interpretation

The intent of this Agreement is to ensure complete, correct and timely execution of the Work. Any Work that is required, implied or inferred by the Contract Documents and is necessary to produce the intended result shall be provided by Contractor for the Contract Price.

When a word, term or phrase is used in this Agreement, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry, and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage. The word "include" and any derivative thereof shall be deemed to be followed by the phrase "without limitation."

Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of bid award or at the Effective Date of this Agreement if there were no bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code, whether or not incorporated by reference in the Contract Documents, shall change the duties and responsibilities of City, Contractor, or any of their agents or employees from those set forth in the Contract Documents.

The apparent silence of Plans, Specifications, Special Conditions, or other Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning only that the best general practice is to be used.

Should anything which is necessary for a clear understanding of the Work be omitted from the Contract Documents, or should it appear that various instructions are in conflict, Contractor shall secure written instructions from City before proceeding with the Work affected by such omissions or discrepancies.

If, during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall, prior to proceeding with the Work affected by such conflict, report the findings to Engineer, in writing, immediately and shall obtain a written interpretation or clarification from the Engineer.

City may have requested an independent architect/engineer to prepare documents for the Project including the Drawings and Specifications for the Project, which should be accurate, adequate, consistent, coordinated and sufficient for completion of the Work. However, City makes no representation or warranty of any nature whatsoever to Contractor concerning such documents. Contractor acknowledges and represents that Contractor has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for completion of the Work, and Contractor has not, does not, and will not rely upon any representation or warranties by City concerning such documents.

In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

| | |
|---|---|
| First | Laws and Regulations |
| Second | Agreement Between City and Contractor |
| Third | Amendments |
| Fourth | Special Conditions |
| Fifth | General Conditions |
| Sixth | Specifications |
| Seventh | Drawings |

Figured dimensions on Plans shall take precedence over scaled dimensions. Detailed Plans in the Contract Documents shall take precedence over General Plans.

The titles and headings printed on the Contract Drawings, the General Conditions, the Contract Specifications, and elsewhere in the Contract Documents are inserted for reference only.

## GC-6 Amending and Supplementing Contract Documents

1. The Contract Documents may be amended to provide for additions, deletions or revisions to the Work, or to modify the terms and conditions thereof in one or more of the following ways:

   (a) Written Amendment; or
   (b) Change Order.

   Contract Price and Contract Time may only be changed by written Amendment or by Change Order.

2. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized by:

   (a) Field Order;
   (b) Engineer’s review and approval of a Shop Drawing or Sample;
   (c) Engineer's written interpretation or clarification.

## GC-7 Reuse of Documents

Neither Contractor nor any Subcontractor, supplier, or other person or organization performing or furnishing any of the Work under a direct or indirect contract with City shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies) furnished and/or prepared by or bearing the seal of the Engineer.

## GC-8 Easements and Rights-of-Way

If applicable, permanent and temporary construction easements and rights-of-way will be provided by City as shown on the Plans. Contractor shall confine the Work to the easements provided and shall carefully note where buildings, structures, or other obstructions will limit required working space. In the event that easements and rights-of-way are not available or are not secured, or if entry to property is denied by court order, injunction, litigation or any other reason, Contractor shall cease operations in such area and confine the Work to other areas approved by City. In the event of a delay arising from the securing of easements and rights-of-way, Contractor shall have no claim against City for damages arising from such delay but may request an extension of time pursuant to the terms of this Agreement.

## GC-9 Use of Premises

Contractor shall confine the Work to the right-of-way limits and easements provided for the Project. Contractor shall provide, at no cost to City, for all additional lands and access thereto that may be required for temporary construction facilities, storage of materials, and equipment, staging area and field office. Contractor shall assume full responsibility for and indemnify City against any and all claims arising from the use of such additional lands and access.

Throughout the duration of the Work, Contractor shall keep the Work site free from accumulations of waste materials, rubbish, and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste material, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials and shall leave the Project site clean and ready for its intended use by City. Contractor shall restore to their original condition those portions of the Project site not designated for alteration by the Contract Documents.

Contractor shall not load nor permit any structure, streets or highways to be loaded with a weight that exceeds applicable load limits.

Contractor shall comply with all Federal, State and local laws and regulations, as well as any specific instructions from City.

If applicable, a laydown area will be provided at the site and shall be selected by City. If required, Contractor will furnish its own dunnage and weather protection.

No City equipment will be taken out of service or put into service without approval of the Engineer.

## GC-10 Concealed Conditions

City will furnish to Contractor information in its possession concerning conditions below ground at the project site. Such information is furnished to Contractor only to make complete disclosure and for no other purpose. By furnishing such information, City does not represent, warrant or guarantee the accuracy of such information, either in whole or in part, nor shall City be liable for such information.

Contractor understands that City does not warrant or guarantee the accuracy of the various materials and information, including but not limited to soil tests, bore reports, utility locations and other such data, and as-builts in the case of renovation of, or addition to, existing facilities. Contractor warrants that it has examined the Project site and conducted such tests and examinations as it deems necessary to perform the Work pursuant to the terms of this Agreement.

Should concealed or unknown conditions that differ materially from conditions ordinarily encountered in the area and generally recognized as inherent in the Work of the character provided for in this Agreement be encountered, the Contract Price and Contract Time may be equitably adjusted by Change Order upon written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to any possible City responsibility, Contractor shall give City written notice of, and an opportunity to observe, the concealed or unknown condition. Failure of Contractor to make the written notice and claim as required herein shall constitute a waiver by Contractor of any claim arising out of, or related to such concealed or unknown condition.

## GC-11 Reference Points, Permanent Markers and Staking

City shall provide engineering surveys for Work for the purpose of establishing reference points which, in the judgment of the Engineer, are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for all staking of the Work, shall protect and preserve the established reference points, and shall make no changes or relocations without prior written approval of City. All staking shall be performed by a licensed surveyor. Contractor shall report to Engineer whenever any reference point is lost, destroyed, or requires relocation because of changes in grades or locations, and Contractor shall be responsible for the cost of replacement or relocation of such reference points by the Engineer, including the cost of materials, surveyors and assistance as necessary.

Permanent section markers shall be replaced using recognized Kansas surveying procedures.

## GC-12 Bonds

Contractor shall, in accordance with GC-3 of these General Conditions, furnish to City a Statutory or Payment Bond, Performance Bond and Maintenance Bond on forms approved by City and secured by a surety company acceptable to City. With each bond there shall be filed with City one copy of a "Power of Attorney" certified to include the date of the bonds. Surety companies executing bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in Kansas.

Contractor shall notify and obtain the consent and approval of Contractor's surety for all Change Orders and written amendments, if such notice is required by Contractor's surety or by law. Contractor's execution of a Change Order or written amendments to this Agreement shall constitute Contractor's warranty to City that the surety has been notified and that the surety consents to such Change Order or written amendment;

accordingly surety shall be conclusively deemed to have been notified of such Change Order or written amendment and to have expressly consented thereto.

If Contractor's surety or any Bond furnished by Contractor is declared bankrupt, or becomes insolvent, or its right to do business is terminated in the State of Kansas, or it ceases to meet the requirements herein, Contractor shall within five (5) days thereafter substitute an acceptable surety and appropriate Bond.

**GC-13** **Insurance**

Contractor shall secure and maintain through the duration of this Agreement insurance (on an occurrence basis unless otherwise agreed to) of such types and in such amounts as required herein. Contractor shall provide certificate(s) of insurance confirming the required protection on the standard Acord insurance certificate forms. The certificate(s) are to be filed with City prior to commencement of any Work. City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate.

Contractor, upon receipt of notice of any claim in connection with this Agreement, shall promptly notify City, providing full details thereof, including an estimate of the amount of loss or liability.

Contractor shall also promptly notify City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of $50,000.00, whether or not such impairment came about as a result of this Agreement.

If City subsequently determines that Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that City determines such limits inadequate for the balance of the Project, Contractor shall, upon notice from City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to City.

Unless otherwise mutually agreed upon by City and Contractor, City will only accept coverage from an insurance carrier who offers proof that it:

(1) Is licensed to do business in the State of Kansas; and
(2) Carries a Best's policyholder rating of "A" or better; and
(3) Carries at least a Class "X" financial rating.

**Unless otherwise specified, City shall be shown as an additional insured on a primary and noncontributory basis on all general liability, automobile liability and any applicable umbrella or excess liability policies of insurance.**

**General Liability**

**Limits**

Each Occurrence ..... $ 500,000

Personal & Advertising Injury ..... $ 500,000

Products/Completed Operations

Aggregate ..... $ 500,000

General Aggregate ..... $ 500,000

Policy **MUST** include the following conditions:

(a) Contractual Liability and Independent Contractors; and

(b) Explosion, Collapse & Underground, if applicable.
**(Certificate must confirm inclusion of "Blasting" coverage, if applicable)**

**Automobile Liability**

Policy shall protect Contractor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for Any Auto.

Notwithstanding the foregoing, should Contractor not own any automobiles, Contractor may request to amend the automobile liability requirement to allow Contractor to maintain only Hired and Non-Owned Autos.

**Limits:**

Each Accident, Combined Single
Limits, Bodily Injury and
Property Damage:..... $500,000

**Workers' Compensation**

Insurance shall protect Contractor against all claims under applicable state Workers' Compensation laws. Contractor shall be protected against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy limits shall not be less than the statutory limits currently applicable.

**Employers' Liability**

Bodily Injury by Accident: $500,000 Each Accident

Bodily Injury by Disease: $500,000 Policy Limit

Bodily Injury by Disease: $500,000 Each Employee

**Umbrella Liability**

**[Establish appropriate limits based on risk factors of contract]**

An umbrella or excess liability policy in the minimum amount of $3,000,000 each occurrence, $ 3,000,000 aggregate is required. The umbrella or excess policy must be at least as broad as the underlying policies and include the following protection.

A) General Liability;

B) Automobile Liability; and

C) Employers' Liability.

**Owner's Protective Liability**

On all contracts in excess of $100,000, Contractor shall take out, pay for and deliver to City an Owner's Protective liability insurance policy, issued on an occurrence basis, naming the City of Lenexa, Kansas, as "named insured". The policy shall be maintained during the life of this Agreement. Limits of protection shall be at least $500,000 Combined Single Limits, Bodily Injury and Property Damage. The policy shall contain no exclusion relative to any function performed by City or its employees in conjunction with this project. This Owner's Protective liability policy shall be primary insurance for City.

**Subcontractors' Insurance**

If a part of the Contract is to be sublet, Contractor shall either:

(1) Cover all subcontractors in Contractor's general liability insurance policy; or
(2) Require each subcontractor not so covered to secure insurance in the minimum amounts required of Contractor.

## GC-14 Contractor Supervision

Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of the Work, but Contractor shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of the Work which is indicated in and required by the Contract Documents. Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents.

Contractor is solely responsible to City for accomplishing the Work of this Agreement, including any of the Work performed by Subcontractors. Therefore, Contractor shall designate and maintain a resident superintendent on the Work at all times that Work is ongoing, who shall not be replaced without written notice to City. Contractor shall notify City prior to commencing the Work, providing the name of the resident superintendent. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor and Subcontractors; the superintendent shall also have the authority to direct Subcontractors at the Project site. All communications given to the superintendent shall be binding as if provided to Contractor and Subcontractors. Upon a finding by City that the superintendent has not adequately performed his/her duties under the Contract Documents, Contractor shall remove such superintendent and designate another resident superintendent that is agreed upon by City.

During Contractor's performance of this Agreement, Contractor shall provide City with the 24-hour telephone number in which the superintendent can be contacted at any time during the Project, fax number and address of the resident superintendent, which address shall be the headquarters of the superintendent authorized to receive drawings, instructions, or other communications, articles or things from City or its agents; and any such item provided to the superintendent or delivered to the resident superintendent's address in superintendent's absence shall be deemed to have been provided to Contractor from the time such item is delivered.

## GC-15 Labor, Materials and Equipment

Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work, and perform the Work as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Project site.

Whenever the Engineer shall notify Contractor that any person on the Project is, in his opinion, incompetent, unfaithful, or disorderly or who uses threatening or abusive language to any person representing City when on the Project site or to any citizen, such person shall be immediately discharged from the Work and shall not be re-employed on the Project except with consent of the Engineer.

No Work shall be done between the hours of 6:00 p.m. and 7:00 a.m. nor on Saturdays, Sundays or legal holidays, without the written approval or permission of the Engineer, except such Work as may be necessary for the proper care, maintenance and protection of the Work already performed or of equipment, or in the case of an emergency. Requests for approval of such Work must be submitted to the Engineer two (2) working days prior to the requested start of such Work. Night Work may be established by Contractor, as a regular procedure, with the written permission of the Engineer, such permission however, may be revoked at any time by the Engineer.

Unless otherwise specified in the Contract Documents, Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

Contractor shall be responsible for any damage to the Work, regardless of the cause, prior to Final Acceptance. Contractor shall repair any damage to the Work prior to Final Acceptance.

All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by City, Contractor shall furnish evidence (including reports or required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier, unless otherwise specifically provided in the Contract Documents.

## GC-16 Assignment of Contract

In case Contractor assigns all, or any part, of the monies due or to become due under this Agreement, the instrument of assignment shall contain a clause substantially as follows: "It is agreed that the right of the assignee in and to any monies due or to become due to Contractor shall be subject to all prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Agreement and that no money shall be paid to assignee on behalf of Contractor by City until such time as Contractor has discharged its obligations to City under this Agreement. It is expressly understood and agreed that no assignment shall be effective as against City unless the assignment complies with the foregoing."

## GC-17 Substitute or Equivalent Items

"Approved Equal," where permitted by the Contract Documents or otherwise made feasible by market conditions, shall be approved as follows:

1. Contractor shall notify the Engineer in writing if it elects to use an approved equal specifically named in the Contract Documents;

2. If Contractor desires to use an "equal" not specifically named in the Contract Documents, it must first inform the Engineer and receive written approval for such substitutions. The Engineer has no obligation to approve such request and is not responsible for any delay or cost incurred caused by Contractor's request.

Contractor shall be solely responsible for design risks, delays and other claims arising out of any Approved Equal.

The Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. The Engineer will be the sole reviewer, and no substitute "equal" will be ordered, installed, or utilized without Engineer's prior written review. City may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute "equal". Whether or not the Engineer reviews a proposed substitute "equal," Contractor shall reimburse City for the charges of the Engineer for evaluating each proposed substitute.

## GC-18 Subcontractors, Suppliers and Others

Contractor shall not award subcontracts which total more than fifty percent (50%) of this Agreement and Contractor shall perform within its own organization Work amounting to not less than fifty percent (50%) of the total Contract Price. Should any Subcontractor fail to perform in a satisfactory manner, the work undertaken by such Subcontractor shall be immediately terminated by Contractor. Contractor shall be as fully responsible to City for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by the Subcontractors, as Contractor is for the acts and omissions of persons directly employed by Contractor. Approval by the Engineer of any Subcontractor shall not constitute a waiver of any right of City to reject Defective Work, material or equipment, not in compliance with the requirements of the Contract Documents. Contractor shall not make any substitution for any Subcontractor accepted by City unless the Engineer so agrees in writing.

Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to Contractor by the terms of the Contract Documents insofar as applicable to the Work of the Subcontractor and to give Contractor the same power to terminate any Subcontractor as City has to terminate Contractor under the provisions of the Contract Documents.

Nothing contained in the Contract Documents shall create a contractual relationship between any Subcontractor and City, nor shall anything contained in the Contract Documents create any obligation on the part of City to pay sums due any Subcontractor.

Prior to City's approval of this Agreement and no later than seven (7) days after Notice of Award, the Successful Bidder shall submit to City Engineer for City acceptance a list of the names of all Subcontractors and suppliers proposed for portions of the Work and shall designate which Work each Subcontractor is to perform.

The Engineer shall, prior to City's approval of this Agreement, notify the Successful Bidder, in writing, if City, after due investigation, has reasonable objection to any Subcontractor or supplier on such list, and Contractor shall substitute a Subcontractor or supplier acceptable to City at no additional cost to City. The failure of City to make objection to a Subcontractor within ten (10) days after presentation of the list of Subcontractors shall constitute an acceptance of such Subcontractor but shall not constitute a waiver of any right of City to reject Defective Work, material or equipment not in conformance with the requirements of the Contract Documents or to

request removal of a subcontractor during construction pursuant to the Contract Documents.

Contractor shall not make any substitution for any Subcontractor or supplier who has been accepted by City unless the Engineer determines that there is a good cause for doing so. City's disapproval of any Subcontractor shall not, under any circumstance, be the basis for an increase in the Contract Price or a claim for damages caused by such delay.

The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors, or suppliers or delineating the Work to be performed by any specific trade.

**GC-19** **Patent, Fees and Royalties**

Contractor agrees to defend any claim, action or suit that may be brought against City, its governing body, officers, agents or employees for infringement of any Letters Patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of City of supplies furnished or Work performed hereunder, and Contractor further agrees to indemnify and hold harmless City, its governing body, officers, agents, and employees against all judgments, decrees, damages, costs and expenses recovered against it or them or sustained by it or them on account of any such actual or alleged infringement.

It is understood that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparati, devices or equipment used in or furnished for the Work shall be included in the Contract Price. Final Payment to Contractor by City shall not be made while any suit or claim involving infringement or alleged infringement of any patent remains unsettled.

**GC-20** **Permits and Licenses**

Contractor shall obtain and pay for all construction permits and licenses, including a license to do business within the City, unless otherwise stated. City shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening Bids, or if there are no Bids on the Effective Date of this Agreement. Contractor shall pay all charges of utility service companies for connections to the Work.

**GC-21** **Laws and Regulations**

The Contract Documents comprise the entire Agreement between City and Contractor concerning the Work. The Contract Documents will be construed in accordance with the laws of the State of Kansas.

Contractor shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work.

If Contractor determines that the Specifications or Drawings are at variance with any Laws or Regulations, Contractor shall give City prompt written notice thereof, and any necessary changes will be in accordance with the Contract Documents. If Contractor performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to the Engineer, Contractor shall bear all costs arising therefrom.

Contractor shall at all times observe and comply with all Federal and State laws and City ordinances and regulations, which in any manner affect the conduct of the Work, and particularly in the handling, transportation, and use of explosives, and shall observe and comply with all orders, laws, ordinances and regulations which exist or which may be enacted later by governmental entities having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof will be considered. Contractor and his sureties will indemnify and hold harmless City and all City's officers, agents and employees against any claims or liabilities arising from or based on the violation of any law, ordinance, regulation or order, whether by Contractor or its employees, agents or assigns.

**GC-22** **Taxes**

Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the Project location which are applicable during the performance of the Work.

**GC-23** **Record Documents**

Contractor shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Field Orders and written interpretations and clarifications in good order. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to City for reference. Upon completion of the Work, these record documents, samples and Shop Drawings shall be delivered to City.

Contractor shall maintain copies of records pertaining to the Work for a period of five (5) years from the date of Final Payment. Such records shall be made available to City for audit and review purposes upon written request therefore from City or its authorized agent(s) during the construction period and the five (5) year period following Final Payment.

**GC-24** **Safety and Protection; Notification of Property Owners/Occupants**

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All employees on the Project site and other persons who may come in contact with the Work;
2. All Work and all materials or equipment to be incorporated in the Work, whether in storage on or off the site;
3. Other property at the Project site or adjacent thereto, including but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of the Work.

In the performance of this Agreement, Contractor shall comply with all applicable Federal, State and local laws governing safety, health and sanitation. Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, or as City may determine reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the Work covered by this Agreement.

Contractor is fully responsible for a safety program and all safety methods and procedures, whether or not City reviewed and/or accepted such safety program.

City may require Contractor to notify nearby property owners or occupants of nearby structures of certain construction activities. When required, Contractor shall provide a written notice, delivered at least 24 hours in advance of such activity, to affected nearby property owners or occupants of nearby structures describing the activity and the proposed activity schedule. Delivery of the notice may be accomplished by affixing the notice to the front entrance of the structure or by mailing the notice to the property owner or occupant of the structure 3 days prior to commencing the activity.

## GC-25 Emergencies

In emergencies affecting the safety or protection of persons, the Work, or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from City, is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give City prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused by such emergencies. If the Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a written Amendment or Change Order will be issued to document the consequences of the changes or variations. City shall also have the right to immediately cure an emergency without notice to Contractor. In such case, the notice provisions of GC-42 shall not apply. However, all other provisions of GC-42 shall apply.

If City observes a situation in which it believes Contractor has not taken sufficient precaution for the safety of the public or the protection of the Project, City may direct Contractor to take immediate action and Contractor shall immediately respond.

## GC-26 Shop Drawings and Samples

Contractor shall submit with such promptness as to cause no delay in its own Work or in the Work of any Subcontractor, or other contractor, five (5) copies of all shop, fabrication, assembly, foundation and other drawings and schedules required by this Agreement. City shall review, respond to, accept or reject such submissions within a reasonable time after receipt. Contractor shall make such revisions as deemed necessary. No Work shall be performed in connection with the fabrication or manufacture of material or equipment shown by any drawing thereof, nor shall any accessory, appurtenance or device not fabricated or manufactured by Contractor or its Subcontractors be purchased, until the drawing or drawings therefore have been approved as stipulated, except at Contractor's own risk and responsibility.

By submitting shop drawings, product data, samples, and similar submittals, Contractor represents that Contractor has determined and verified the materials, field measurements and field construction criteria related thereto and has checked and coordinated the information contained within such submittals with the requirements of the Work and the Contract Documents. All submittals must bear the following certifications, signed and dated by Contractor, and by any subcontractor, sub-subcontractor, or supplier who has prepared the submittal for Contractor:

"I certify that the requirements of the Contract Documents have been met and all dimensions, conditions, and quantities are verified as shown on the attached submittal."

**The foregoing certification will be deemed to have been inserted into any submittal from which it has been omitted.**

Review for compliance and/or acceptance by City of drawings submitted by Contractor shall not relieve Contractor from responsibility for errors of any sort in Shop Drawings.

## GC-27 Indemnification

To the fullest extent permitted by all applicable Laws and Regulations, Contractor shall indemnify and hold harmless City and their consultants, agents and employees from and against all claims, damages, losses and expenses direct, indirect or consequential (including but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense: (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In any and all claims against City or any of their consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation described herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## GC-28 Separate Contracts

1. City reserves the right to perform by itself or let other contracts in connection with the Work. Contractor shall afford reasonable opportunity for the introduction and storage of materials and the execution of Work by City or others and shall properly connect and coordinate its Work with the Work of City or others.
2. If any part of Contractor's Work depends upon the Work of City or others, Contractor shall inspect and promptly report to City any defects in any such Work that renders it unsuitable for proper execution or results. Its failure to inspect and report shall constitute an acceptance by it of such other Work as fit and proper for the reception of its Work.

## GC-29 Relations with Other Contractors

Contractor shall cooperate with all other contractors or workers who may be performing Work on behalf of City or any other entity, including utility companies, on any Work in the vicinity of the Work to be done under this Agreement, and it shall so conduct its operations as to interfere to the least possible extent with the Work of such contractors or workers. Contractor shall be responsible for any injury or damages that may be sustained by other contractors, workers or their work because of any fault or negligence on Contractor's part, and shall at its own expense repair or pay for such injury or damage. Any difference or conflict which may arise between Contractor and other contractors, in regard to their Work, shall be adjusted and determined by the Engineer. If the Work of Contractor is delayed or damaged because of any acts or omissions of any other contractor or contractors, including utility companies,

Contractor shall have no claim against City on that account; provided, however, City may in its discretion, grant an extension of the Contract Time.

When two or more contracts are being executed at one time in such manner that Work on one Contract may interfere with that of another, the Engineer shall decide which contractor shall cease work and which shall continue, whether the Work on both contracts shall progress at the same time, and in what manner the work is to proceed.

When the territory of one contract is the necessary or convenient means of access for the transportation or movement of men/women, materials or appliances required for the execution of another contract, such privileges of access or any other responsible privilege may be granted by City to Contractor so desiring to the extent which may be reasonably necessary.

In the event that Contractor is performing Work at a Project site on a Project involving City and one or more other private or governmental entities, which have their own contractors on site as well, Contractor shall advise City when it anticipates that there may be interference with the Work of any such other contractor. City shall, to the best of its ability, with input from Contractor as to coordination of the Work, seek to schedule work of the various contractors so as to avoid as much inconvenience and delay as possible; provided, however, that in the event Contractor experiences a delay as a result of the presence of other such contractors, Contractor shall not be entitled to additional compensation or damages for delay, rather, Contractor's only recourse shall be an extension of the Contract Time to be determined by the Engineer.

## GC-30 City's Presence During Construction

City reserves the right to have persons present on the Project site during construction, but the presence of such persons does not relieve Contractor of its responsibility to comply with the Contract Documents.

## GC-31 Changes in Work or Contract Price

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at its expense without change in the Contract Price.

Without invalidating this Agreement and without notice to any surety, City may, at any time or from time to time, order additions, deletions, or revisions to the Work; such changes will be authorized by written amendments; Field Orders; or change orders. Upon receipt of any such document or order, Contractor shall promptly proceed with the Work involved which will be performed under the applicable contract conditions unless otherwise specifically provided.

1. Change Orders

City, without invalidating the Contract, may by Change Order direct changes in the Work which may result in an addition to or deduction from the Contract Price and/or changes in the Contract Time. All Change Orders shall be executed under the provisions of the original Contract Documents and shall be in writing signed by both parties. If the Change Order consists of a modification to the Contract Price, the value of such change shall be determined by the Engineer. Where changes in the Work involve a change in the quantity of any bid item, the Contract Price shall be revised by extension

of the quantities and Unit Price of all bid items so changed subject to written approval of the Architect/Engineer. In the event Contractor disagrees as to the increase/decrease in the Contract Price and/or the modification in the Contract Time, Contractor may pursue its rights under the dispute resolution provisions of this Agreement. While such dispute remains unresolved, Contractor shall nevertheless proceed to execute the Work in accordance with the Contract Documents as modified by said Change Order.

Except for Work done as a result of an emergency endangering life or property, no Work resulting in an addition to the Contract Price shall be done by Contractor nor shall a claim for an addition to the Contract Price be made by Contractor unless pursuant to the provisions of a Change Order.

2. Field Orders

City may order minor changes in the Work through Field Orders, which in no specific, concrete or substantial way increase or decrease the Work; and such minor changes in the Work shall not involve an addition or deduction from the Contract Price.

3. Written Amendments

City and Contractor may agree to change the terms of the Contract Documents, including the scope of Work, the Contract Price and Contract Time by executing a written amendment to the Contract Documents that is signed by both parties.

From time to time City may also issue written orders to Contractor for needed clarifications, modifications or corrections.

Should a difference of opinion arise as to whether the order constitutes extra Work for which additional compensation is due, and City insists on its performance, Contractor shall proceed with the Work after making a written request for a Change Order, and it shall keep an accurate account of its costs thereof. Contractor will thereby preserve the right to submit a claim therefore.

The Contract Price and Contract Time may only be adjusted by Change Order or Written Amendment. The value of any change in the Work which results in an addition/deletion to the Contract Price shall be determined at the option of City to be either by agreed lump sum or by unit prices named in this Agreement or subsequently agreed upon. In order to arrive at the value for any deletion, Contractor shall credit City with its projected cost(s), including overhead and fee for any Work which was previously included but which has been excluded by any such change.

No change in the Work shall entitle Contractor an extension to the Contract Time unless the Engineer determines that additional Contract Time is required and specifically so provides in the Change Order. No change in the Work shall entitle Contractor to delay damages. By executing a Change Order or Written Amendment, Contractor represents that Contractor is not entitled to an increase in the Contract Price or an extension of the Contract Time beyond that specified in the Change Order or Written Amendment for the Work to be performed under the Change Order or Written Amendment.

In the event that Unit Prices are provided for in the Contract Documents as to all or a part of the Work, if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed Unit Prices to the quantities of

Work proposed is substantially inequitable to either City or Contractor, the Unit Prices shall be reevaluated and may be adjusted by City.

No claim for extra Work of any kind will be allowed except as provided herein. If extra Work orders are given in accordance with the provisions of this Agreement, such Work shall be considered a part hereof and subject to each and all of the terms and requirements of this Agreement.

Contractor shall be responsible for notifying its surety(ies) of any modifications to the Contract Price or Contract Time, and said surety(ies) shall not seek discharge as a result of any failure on Contractor's part to notify surety(ies).

## GC-32 Changes in Contract Time

The Contract Time may only be changed by a Change Order or Written Amendment. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party requesting the change to the other party promptly and stating the general nature of the claim. A written claim with supporting data shall be delivered within thirty (30) days after such occurrence (unless the Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by the Engineer. Consideration may be given to requests for extensions of time due to inclement weather. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph.

In executing this Agreement, Contractor expressly covenants and agrees that, in undertaking to complete the Work within the time therein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such Work, whether growing out of delays in securing materials, workers, weather conditions or otherwise.

## GC-33 Liquidated Damages

It is mutually understood and agreed by and between the parties to this Agreement, in signing this Agreement, that time is of the essence of this Agreement, and in the event Contractor shall fail to achieve Substantial Completion of the Work specified and required to be performed within the period of time specified in the Contract Documents binding both parties, after due allowance for any extension or extensions of Contract Time which may be granted pursuant to Change Order, Contractor shall pay to City, as stipulated liquidated damages and not as a penalty, the sum stipulated therefore in Table 1, as set forth later in this section, for each and every day that Contractor shall be in default. The liquidated damages set out in Table 1 shall not apply to any delay in achieving Final Completion after Substantial Completion has been achieved.

It is further mutually understood and agreed by and between the parties to this Agreement, in signing this Agreement, that in the event Contractor, after achieving Substantial Completion, fails to achieve Final Completion of the Work specified and required to be performed within the period of time specified in the Contract Documents binding both parties, after due allowance for any extension or extensions of Contract Time which may be granted pursuant to Change Order, Contractor shall pay to City, as stipulated liquidated damages and not as a penalty, the sum stipulated

therefore in Table 2, as set forth later in this section, for each and every day that Contractor shall be in default.

In the case of joint responsibility for any delay in accomplishing Substantial or Final Completion of the Work covered by this Agreement, where two (2) or more separate contracts are in force at the same time and cover Work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such contracts, for any one day of delay in the Substantial or Final Completion of the Work will not be greater than the approximate total of the damages sustained by City by reason of such delay in completion of the Work, and the amount assessed against any one contractor for such one day of delay will be based upon the individual responsibility of such contractor for the aforesaid delay as determined by, and in the judgment of City.

In case of failure on the part of Contractor to effect completion within the Contract Time, City shall have the right to deduct from the total compensation otherwise due Contractor as liquidated damages, fixed and agreed to in advance, an amount according to the following schedules:

**TABLE 1**

| CONTRACT AMOUNT | | | LIQUIDATED DAMAGES |
|---|---|---|---|
| 0 | to | 25,000 | $ 75.00 |
| 25,001 | to | 50,000 | 125.00 |
| 50,001 | to | 100,000 | 200.00 |
| 100,001 | to | 500,000 | 400.00 |
| 500,001 | to | 1,000,000 | 600.00 |
| 1,000,001 | to | 2,000,000 | 925.00 |
| 2,000,001 | to | 5,000,000 | 1,375.00 |
| 5,000,001 | to | 10,000,000 | 2,000.00 |
| 10,000,001 | and | up | 3,000.00 |

**TABLE 2**

| CONTRACT AMOUNT | | | LIQUIDATED DAMAGES |
|---|---|---|---|
| 0 | to | 25,000 | $ 15.00 |
| 25,001 | to | 50,000 | 25.00 |
| 50,001 | to | 100,000 | 40.00 |
| 100,001 | to | 500,000 | 80.00 |
| 500,001 | to | 1,000,000 | 120.00 |
| 1,000,001 | to | 2,000,000 | 185.00 |
| 2,000,001 | to | 5,000,000 | 275.00 |
| 5,000,001 | to | 10,000,000 | 400.00 |
| 10,000,001 | and | up | 600.00 |

The amounts shown in Table 1 and Table 2 above shall be the sum due for each 24 hour calendar day, including weekends and holidays, that the Work remains incomplete over the specified Contract Time.

City shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due or to come due, to Contractor, or to sue for and recover compensation for damage for nonperformance of this Agreement.

**GC-34** **Damages for City Delay**

If Contractor shall be delayed at any time in the progress of the Work by any act or omission of City or by any separate contractor employed by City, and over which Contractor has no control, then the Contract Time shall be extended by written Change Order for such reasonable time as City may decide, and no adjustment shall be made in the Contract Price. Additionally, Contractor represents that its bid includes all costs, overhead, and profit which may be incurred throughout the Contract Time. Accordingly, Contractor may not make any claim for delay damages based in whole or in part on the premise that Contractor would have completed the Work prior to the expiration of the Contract Time, but for any claimed delay, whether caused by City or any other cause.

**GC-35** **Work Stoppage**

Contractor warrants to City that there shall be no Work stoppages or interruptions arising out of labor disputes, including, but not limited to, those due to the presence of both union and nonunion workforces at the Project site. Contractor further agrees that in the event of any strike, picket, sympathy strike, work stoppage or other form of labor dispute or picket in connection with the work of Contractor, other contractors, subcontractors, City, or any other person, Contractor will, contingent upon City providing a picket free entrance, continue to perform the Work required herein without interruption or delay. Anything in this Agreement to the contrary notwithstanding, in the event Contractor fails to continue performance of the Work without interruption or delay, because of such picket or labor dispute, City may terminate the services of said Contractor after giving 48 hours written notice to Contractor of its intent to do so, or City may invoke any of the rights set forth elsewhere in the Contract Documents.

**GC-36** **Warranty and Defective or Unacceptable Work**

Contractor warranties and guarantees to City that all Work will be in accordance with the Contract Documents and will not be Defective or otherwise unacceptable. All Work which does not conform to the requirements of the Contract Documents shall be considered unacceptable. Defective Work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist within the two (2) year warranty period or such longer time as may be permitted by law, shall be removed immediately and replaced in an acceptable manner. This provision shall have full effect regardless of the fact that the Defective Work may have been done or the defective materials used with the full knowledge of City. No inspection by City of the Work nor Final Acceptance of the project by City shall relieve Contractor of its responsibility to perform pursuant to the Contract Documents and provide acceptable Work.

If City discovers Defective Work, then City shall provide a written notice to Contractor indicating the nature of the Defective Work and setting forth a time period to correct the Work. If Contractor fails to remove Defective Work within the time period set forth in the written notice, the rejected material or Work may be removed and corrected by City pursuant to the provisions of the Contract Documents permitting City to correct the Defective Work.

**GC-37** **Tests and Observations**

Contractor shall give Engineer at least 48 hours prior notice of readiness of the Work for all required observations, tests or reviews.

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be tested, or if the Specifications require any testing or if

such testing is necessary to verify compliance with the Contract Documents then Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Engineer with the required certificates of inspection, testing or approval. Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with City's review of fabrication material, or equipment proposed to be incorporated in the Work.

Neither observations by Engineer or inspections, tests or approvals by others shall relieve Contractor from his obligations to perform the Work in accordance with the Contract Documents.

**GC-38** **Uncovering Work**

If any Work that is included in the Contract (including the work of others) that is to be observed or tested is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover such work and Engineer has not acted with reasonable promptness in response to such notice.

If Engineer considers it necessary or advisable that covered Work that was previously inspected by City be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Engineer may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and City shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Engineer shall determine the amount thereof. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and, if the parties are unable to agree as to the amount or extent thereof, Engineer shall determine the amount thereof. Nothing in this section shall impair either party's ability to make a claim for compensation as provided in the Contract Documents regarding the increase or decrease in Contract Price caused by uncovering the Work.

**GC-39** **City's Right to Stop Work**

If the Work is Defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, City may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of City to stop the Work shall not give rise to any duty on the part of City to exercise this right for the benefit of Contractor or any other party. Further, such order by City shall not result in a claim by Contractor for an increase in Contract Time or Contract Price.

**GC-40** **Two Year Correction Period**

If within two (2) years after the date of Final Acceptance or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to City and in accordance with City's written instructions,

either correct such Defective Work, or, if it has been rejected by City, remove it from the site and replace it with acceptable Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the Defective Work corrected or the Defective Work removed and replaced, and all direct and indirect costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Final Acceptance of the Work, the correction period for that item may start to run from an earlier date if so provided in the specifications or by written agreement.

**GC-41** **Acceptance of Defective Work**

If, instead of requiring correction or removal and replacement of Defective Work, City prefers to accept the Defective Work, City may do so. Contractor shall bear all direct, indirect and consequential costs attributable to City's evaluation of and determination to accept such Defective Work (such costs to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such review occurs prior to City's approval of Final Payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and City shall be entitled to an appropriate decrease in the Contract Price; and, if the parties are unable to agree as to the amount thereof, City may make a claim therefore. If the review occurs after such recommendation, an appropriate amount will be paid by Contractor to City.

**GC-42** **City's Right to Cure Defective Work**

If Contractor fails to correct Defective Work within the time period set forth in the notice of Defective Work or to remove and replace Defective Work as required by Engineer or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, City may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency. In exercising its right under this paragraph City shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, City may exclude Contractor from all or part of the Project site, take possession of all or part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which City has paid Contractor but which are stored elsewhere. Contractor shall allow City, City's representatives, agents and employees such access to the Project site as may be necessary to enable City to exercise its rights under this paragraph. All direct, indirect and consequential costs of City in exercising such rights and remedies will be charged against Contractor and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and City shall be entitled to an appropriate decrease in the Contract Price, and if the parties are unable to agree as to the amount thereof, City may make a claim therefore. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of Work of others destroyed or damaged by correction, removal or replacement of Contractor's Defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by City of City's rights hereunder.

**GC-43** **Payments to Contractor**

The schedule of values established as provided in the Contract Documents will serve as the basis for progress payments and will be submitted to the Engineer on a form supplied by City. Unit Price Work progress payments will be based on the number of units completed. Contractor shall submit Applications for Payment on a monthly basis. The date the first Application for Payment is submitted shall be as agreed to by the parties.

Contractor shall, during the last week of each monthly pay period, review quantities completed during that month with the assigned Project Inspector and establish the value of the Work performed in accordance with this Agreement since the last estimate was made. Contractor shall submit to Engineer for review an Application for Payment filled out and signed by the Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. All Applications for Payment shall include an updated and/or revised project schedule conforming to the requirements of GC-4. Contractor shall submit the Application for Payment within seven (7) days following the end of the period for which payment is being requested.

Engineer will, within seven (7) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to City, or return the Application to Contractor indicating in writing Engineer's reason for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application. Engineer will, within seven (7) days, review the resubmitted application as detailed above. Twenty-One (21) days after presentation of the Application for Payment with Engineer's recommendation for approval, the amount recommended will, unless otherwise provided in the Contract Documents, become due and when due will be paid by Owner to Contractor. However, City may refuse to make payment of the full amount recommended by Engineer because claims have been made against City on account of Contractor's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling City to a set-off against the amount recommended, but City must give Contractor written notice stating the reasons for such action within 10 days after being presented with the recommended payment.

Payments by the City may be made using any of the following methods of payment, in its sole discretion; (a) automated clearing house ("ACH") or wire transfer; (b) checks; or (c) for payments under $1,000, credit/purchasing cards. When utilizing the check option, all checks will be mailed to Contractor's place of business, without exception and may not be picked up in person by Contractor. When utilizing the ACH or wire transfer option, the transaction will occur within the timeframe provided herein with no advance or subsequent notice to the Contractor.

Upon presentation of certified copies of purchase bills and freight bills, City will permit inclusion in such monthly estimates payment for materials that will eventually be incorporated in the Project, providing that such material is suitably stored on the site at the time of submission of the estimate for payment. Such materials when so paid for by City will become the property of City and, in case of default on the part of Contractor, City may use or cause to be used by others these materials in construction of the project. However, Contractor shall be responsible for safeguarding such materials against loss or damage of any nature whatsoever, and in case of any loss or damage Contractor shall replace such lost or damaged materials at no cost to City.

City shall require at intervals as it shall determine and at any time before Final Payment is made for the Work specified herein that Contractor furnish City with written acknowledgments by all Subcontractors and vendors who have done Work or labor on, or who have furnished materials for this Project, that they have been fully paid by Contractor for such Work, or labor done or materials furnished by them.

Contractor's failure to furnish said list or to include all such Subcontractors and vendors shall not relieve Contractor or its surety of any obligation assumed under this Contract, nor shall City's request for such list create any obligation on City's part to verify accuracy. City may require, at its option, lien waivers on forms supplied by City. Further, it is agreed that Contractor shall promptly pay each subcontractor out of the amount paid to Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event City becomes informed that Contractor has not paid a Subcontractor, City shall have the right, but not the duty, to issue future checks in payment to Contractor of amounts otherwise due hereunder naming Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by City, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit City to this procedure in the future.

Contractor warrants that title to all Work covered by an Application for Payment will pass to City no later than the time of payment. Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from City shall be free and clear of liens, claims, security interest or other encumbrances in favor of Contractor or any other person or entity whatsoever.

Contractor has, per the Instructions to Bidders, bid this job net of all sales and compensation taxes. No Application for Payment shall include any amount for reimbursement of such taxes paid by Contractor resulting from Contractor's failure to use City's tax exemption certificate for any purchase in connection with the Work. Final Payment will not be made to Contractor until City has received a Project Completion Certification from Contractor along with a consent of surety to Final Payment.

Contractor shall be responsible for the return and/or exchange of surplus materials, and all credits for returned or exchanged materials shall be first submitted to City for approval. Applications for Payment shall reflect any such credits, and the Contract Price shall be adjusted as necessary to reflect such credits. Non-returnable excess materials shall be turned over to City, or, at its option, be removed from the Project site at Contractor's expense.

The acceptance by Contractor of Final Payment shall be and shall operate as a release to City of all claims and all liability to Contractor other than written claims in stated amounts as may be specifically reserved by Contractor for all things done or furnished in connection with this Agreement and for every act and neglect of City and others relating to or arising out of this Agreement. However, payment, final or otherwise, shall not release Contractor or its sureties from any obligations under the Contract Documents, the Bonds or insurance coverage, nor shall it be interpreted to constitute an acceptance of any Work not in accordance with this Agreement.

Applications for payment shall be approved by City, and after such approval, City will pay or cause to be paid an amount equal to the estimated value of the Work performed less a retained amount in accordance with the following schedule:

1. Ten (10) percent until construction is substantially complete;
2. When the Project is substantially complete the retained amount may be reduced to a lesser amount at the discretion of the Engineer.

## GC-44 City's Right to Withhold Payment

City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to Contractor, to protect City from loss because of:

1. Defective Work not remedied by Contractor nor, in the opinion of City, likely to be remedied by Contractor;
2. Claims of third parties against City or City's property;
3. Failure by Contractor to pay Subcontractors or others in a prompt and proper fashion;
4. Evidence that the balance of the Work cannot be completed in accordance with this Agreement for the unpaid balance of the Contract Price;
5. Evidence that the Work will not be completed in the Contract Time required for substantial or final completion;
6. Persistent failure to carry out the Work in accordance with this Agreement;
7. Damage to City or a third party to whom City is, or may be, liable;
8. Conditions unfavorable for the prosecution of Work, or because of conditions which, in the opinion of the Engineer, warrant such action.

**GC-45** **Substantial Completion**

When Contractor considers the entire Work ready for its intended use and all final restoration and testing is complete, Contractor shall notify City in writing that the entire Work is substantially complete and request that Engineer issue a statement of Substantial Completion. Within a reasonable time thereafter, City and Contractor shall observe the Work to determine the status of completion. If City does not consider the Work substantially complete, City will notify Contractor in writing, giving its reasons therefore. If City considers the Work substantially complete, City will prepare a tentative statement of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the statement a tentative list of items to be completed or corrected before Final Payment. This list shall be called a Punch List. The statement shall state the responsibilities of City and Contractor for maintenance, utilities, damage to the Work and insurance if any of these items shall be treated differently upon Substantial Completion and shall further state the time within which Contractor shall complete the items on the Punch List attached thereto.

City shall have the right to exclude Contractor from the Work after the date of Substantial Completion, but City shall allow Contractor reasonable access to complete or correct items on the Punch List.

**GC-46** **Partial Utilization of Work by City**

Use by City of any finished part of the Work, which has specifically been identified in the Contract Documents, or which City and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by City without significant interference with Contractor's performance of the remainder of the Work shall be permitted. Such use and operation shall not constitute an acceptance of the Work, and Contractor shall be liable for defects due to faulty construction until the entire Work under this Agreement is finally accepted and for a period of two (2) years or longer thereafter as stipulated in these Contract Documents or by other law or regulation.

**GC-47** **Completion and Final Payment**

Upon written notice from Contractor that Work or an agreed portion thereof is complete, Engineer will make a final inspection with Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

If a repeat final inspection(s) is required, Contractor shall bear the cost of such repeat inspection, if any, including engineering and other professional fees. After Contractor

has completed all such corrections and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after Engineer has indicated that the Work is complete, Contractor may make application for Final Payment request following the procedure for progress payment requests.

The Final Payment request shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to City) of all liens arising out of or filed in connection with the Work. In lieu thereof and as approved by City, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which City or its property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to Final Payment. If any Subcontractor or supplier fails to furnish a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to City to indemnify City against any lien.

If, on the basis of Engineer's observation of the Work during construction and final inspection, he determines that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Final Payment certificates together with acceptance certificates will be submitted for payment.

## GC-48 Waiver of Claims

Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither payment of any progress or final payment by City, nor the issuance of a certificate of Substantial Completion, nor any use or occupancy of the Work or any part thereof by City, nor any act of acceptance by City nor any failure to do so, nor any correction of Defective Work by City shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents.

The making and acceptance of final payment shall constitute a waiver of all claims by Contractor against City other than those claims previously made in writing against City by Contractor, pending at the time of final payment and identified in writing by Contractor as unsettled as of the time of request for final payment.

## GC-49 Suspension of Work

City may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to Contractor which shall fix the date on which Work shall be resumed. Contractor shall resume the Work on the date so fixed. Contractor will not be entitled to an increase in the Contract Price, but may be granted an extension of Contract Time for any suspension of Work made as a result of delays to the Work caused by utility companies, or other contractors outside of the City’s control. Contractor will not be allowed an increase in the Contract Price or an extension of the Contract Time, if such suspension is made as the result of an act or omission of Contractor including but not limited to the occurrence of any one or more of the following events:

1. If Contractor fails to supply a qualified superintendent, sufficient skilled workmen, Subcontractors, or suitable materials or equipment;

2. If Contractor repeatedly fails to make prompt payments to Subcontractors or suppliers or for labor, materials, or equipment;
3. If Contractor disregards Laws and Regulations of any public body having jurisdiction;
4. If Contractor otherwise violates in any substantial way any provisions of the Contract Documents City shall have authority to suspend the Work wholly or in part, for such period of time as it may deem necessary, due to conditions unfavorable for the prosecution of the Work, or to conditions which in his opinion warrant such action, or for such time as is necessary by reason of failure on the part of Contractor to carry out orders given, or to perform any or all provisions of the Contract.

If it becomes necessary to suspend Work for an indefinite period of time, Contractor shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily or become damaged in any way; take every precaution to prevent damage or deterioration of the Work performed; provide suitable drainage of the roadway and erect temporary structures and protective barriers where necessary. Contractor shall not suspend Work without written authority from City.

**GC-50** **Right of City to Terminate Contract**

Without in any manner limiting the right of City to terminate the Contract or declare Contractor in default thereof for any reason set forth in the Contract Documents, if the Work to be done under this Agreement shall be abandoned by Contractor; or if this Contract shall be assigned by Contractor otherwise than as herein provided; or if Contractor should be adjudicated to be bankrupt; or if a general assignment of its assets should be made for the benefit of its creditors; or if a receiver should be appointed for Contractor or any of its property; or if at any time City believes that the performance of the Work under this Contract is being unnecessarily delayed, that Contractor is violating any of the conditions or covenants of this Agreement or the specifications therefore, that it is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or if all bid items of the Project are not completed within the Contract Time named for their completion or within the time to which such completion date may be extended; then, in addition to other rights City may choose to exercise, City may, at its option, serve written notice upon Contractor and its surety of City's intention to terminate this Agreement, and, unless within five (5) days after the serving of such notice upon Contractor, a satisfactory arrangement is made for the continuance thereof, this Contract shall cease and terminate. Whether or not a satisfactory arrangement has been proposed by the Contractor shall be in the sole discretion of the City.

In the event of such termination, or in the event that Contractor fails to perform and abide by any obligation set forth herein in any respect, City shall serve notice thereof upon the surety and Contractor within a reasonable time, and the surety shall have the right to take over and complete the Work; provided, however, that if the surety does not commence performance thereof within fourteen (14) days from the date of said notice of termination, City may take over the Work and prosecute same to completion, by contract or otherwise, for the amount and at the expense of Contractor, and Contractor and its surety shall be liable to City for any and all excess cost sustained by City by reason of such prosecution and completion; and in such event City may take possession of, and utilize in completing the Work, all such materials, equipment, tools and plants as may be on the site of the Work and necessary therefore. When Contractor's services have been so terminated, such termination shall not affect any rights or remedies of City against Contractor then existing or which may later accrue. Similarly, any retention or payment of monies due Contractor shall not release Contractor from liability.

City reserves the right, in its sole discretion and for its convenience and without cause or default on the part of Contractor, to terminate the Contract by providing written notice of such termination to Contractor specifying when such termination becomes effective. Upon receipt of such notice from City, Contractor shall: (1) immediately cease all Work; or (2) meet with City and, subject to City's approval, determine what Work shall be required of Contractor in order to bring the Project to a reasonable termination in accordance with the request of City. If City shall terminate for its convenience as herein provided, City shall) compensate Contractor for all purchased materials and actual cost of Work completed to date of termination. Contractor agrees that it shall require all its Subcontractor agreements to contain a termination for convenience provision thereby releasing Contractor from its obligations to its subcontractors should City terminate this Agreement for convenience. The provision shall also contain a waiver of liability against City in the event of such termination.
If after termination of the Agreement, it is determined that City did not have sufficient grounds to terminate for cause, the rights and obligations of the parties will be the same as if the termination had been for City's convenience.

## GC-51 Right of Contractor to Terminate Contract

If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) days by City or under an order of court or other public authority, or City fails to act on any payment request within sixty (60) days after it is submitted, or City fails for thirty (30) days after formal approval by the Governing Body of a pay request to pay Contractor any sum then due, then Contractor may, upon seven (7) days written notice to City, terminate this Agreement and recover from City payment for all work executed. In addition and in lieu of terminating this Agreement, if City has failed to make any payment as aforesaid, Contractor may upon seven (7) days notice to City stop the Work until payment is made for all amounts then due. The provisions of this paragraph shall not relieve Contractor of his obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with City.

## GC-52 Dispute Resolution

City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed; and provided further that no dispute will be submitted to arbitration without City's express written consent.

In order to preserve its rights to dispute a matter hereunder, Contractor must submit a written notice to City setting forth the basis for its complaint within twenty (20) calendar days following the occurrence giving rise to the claim or dispute.

## GC-53 Notice

Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice. Unless otherwise specified in the Contract Documents, notice to Contractor shall be made to the resident superintendent with a copy to the individual who executed the Contract Documents

on behalf of Contractor. Notice to City should be made to City Engineer with a copy to City Attorney.

**GC-54** **Computation of Time**

When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

**GC-55** **Remedies Are Not Exclusive**

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, including, but not limited to, the warranties, guarantees and obligations imposed upon Contractor and all of the rights and remedies available to City thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive Final Payment and termination or completion of this Agreement.

**GC-56** **Street Signs and Traffic Aids; Designation and Maintenance of Haul Roads**

Contractor shall be responsible for all preexisting traffic control devices at the project site, including installation, maintenance, removal and storage of such devices. All temporary and permanent traffic control devices supplied by Contractor shall comply with and be installed in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), current edition as revised, and the Traffic Control Devices Handbook both by the U.S. Department of Transportation and the Federal Highway Administration.

City may require Contractor to designate and maintain one or more "Haul Roads" for the purpose of transporting materials and debris to and from the Project site. When required, Contractor shall maintain the designated haul road(s) to the level of maintenance and appearance present before commencement of the Work, as documented by photographs or videotape.

**GC-57** **Force Majeure Events**

Except as otherwise provided in the Contract Documents, no Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, tornado, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, or lockout..

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable

events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

**GC-58** **Nondiscrimination**

Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include the provisions of (a) through (c) above in every subcontract and purchase order so that they are binding upon such subcontractors and vendors; (e) that a failure to comply with any of the requirements set forth above constitutes a breach of this Agreement and City shall have the ability to terminate this Agreement for such breach.

Contractor must execute a Certificate of Nondiscrimination as provided in K.S.A. 44-1030.

**GC-59** **EEOC**

Contractor may be required under Section 60-1.40 Title 41, of the C.F.R. to develop a written Affirmative Action Compliance Program if Contractor has two or more employees. If Contractor is so required, it agrees to do so no later than 120 days after the Effective Date of the Contract and to maintain such program until such time as it is no longer required by law or regulations.

Contractor shall be bound by and agrees to the provisions of the Vietnam Era Veteran's Readjustment Act of 1974 and all regulations, rules and orders promulgated thereunder.

Contractor shall be bound by and agrees to the provisions of Section 503 of the Rehabilitation Act of 1973 and all regulations, rules and orders promulgated thereunder.

**GC-60** **Sexual Harassment**

Harassment on the basis of sex is a violation of Sec. 703 of Title VII of the federal Civil Rights Act of 1964. Any such proven harassment of employees or of other persons shall be deemed a breach of the present Contract and it may be canceled, terminated or suspended, in whole or in part, by City.

Applying general Title VII principles, Contractor is responsible for the acts of its agents, employees and Subcontractors with respect to sexual harassment regardless of whether the specific acts complained of were authorized or were forbidden by Contractor and regardless of whether Contractor knew or should have known of their occurrence.

Contractor agrees to abide by all other federal, state or local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection with same.

**GC-61** **Governing Law**

The Contract Documents comprise the entire Agreement between City and Contractor concerning the Work. The Contract Documents will be construed in accordance with the laws of the State of Kansas.

**GC-62** **Titles, Subheads and Capitalization**

Titles and subheadings as used herein and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents. Some terms are capitalized throughout the Contract Documents, but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

**GC-63** **No Waiver of Rights**

No waiver by City of any breach of this Agreement shall be construed to be a waiver of any other or subsequent breach. Additionally, the failure of City to perform any duty required under the Contract Documents shall not act as a waiver of City's right to enforce Contractor's requirements under the Contract Documents.

**GC-64** **Severability**

The parties agree that should any provision of the Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void but that the remaining provisions of the Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

**GC-65** **County Assistance Road System ("CARS") Program Special Provisions**

The Project Contractor shall defend, indemnify and save the Board of County Commissioners of Johnson County, Kansas and the City harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the negligence or other actionable fault of the Project Contractor, his or her sub-contractors, agents or employees in the performance of this contract.

The Board of County Commissioners of Johnson County, Kansas shall be named as additional insured on all policies of insurance issued to the Project Contractor and required by the terms of his/her agreement with the City.

SC-1 **Completion Date:** The calendar completion date for this project is August 31st, 2016. Refer to **Table 1** for Traffic & Work Restrictions.

SC-2 Restoration of street surface, parkway/lawn areas (including sprinkler systems) and all other areas abutting the construction shall be subsidiary to other items in the project. Contractor will also be responsible for repair or reconstruction of any utilities cut or damaged during construction. Restored parkway/lawn areas shall be sodded unless shown otherwise on the plans. When sprinkler systems are encountered and conflict with the construction, the Contractor shall remove sections of sprinkler systems as necessary to facilitate the construction of the project. The disturbed portion of the sprinkler system shall be capped so the remainder of the system may be operated during the construction period. The Contractor shall replace the removed sections of sprinkler system to existing or better condition after construction has been completed and prior to the installation of the sod. For any City owned sprinkler systems the Contractor shall contact the City parks and Recreation Department prior to removing any sprinkler system components.

SC-3 Traffic Control

A. The Contractor shall supply flagperson, pilot cars, signs, etc. to control traffic through the work zone when deemed necessary by the Engineer. All traffic control shall conform to Chapter VI of the M.U.T.C.D. Access for local traffic shall be maintained at all times, and shall be included in the lump sum price bid for "Traffic control". See **Table 1**. For traffic control requirements and work restrictions.

**Table 1 – TRAFFIC CONTROL REQUIREMENTS & WORK RESTRICITONS**

| LOCATION | | | TYPE | WORK WEEK RESTRICTION | | REMARKS | VARIABLE MESSAGE BOARD (ONE WEEK PRIOR) |
|---|---|---|---|---|---|---|---|
| | | | | DAYS | OVERLAY HOURS | | |
| **STREET** | **FROM** | **TO** | | | | | |
| Area 2 | 79th Street | Cottonwood | Chip | | | †† | |
| Area 24 | 95th Street | Lackman Rd | Chip | | | ††† | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

* All concrete replacements and asphalt patching ‡.

†† All pedestrian and vehicular travel ways shall be unrestricted and no work shall be performed during the following time frames; Chip Seal shall not be place prior to June 1st or after August 31st to avoid Tot Soccer league.

††† All pedestrian and vehicular travel ways shall be unrestricted and no work shall be performed during the following time frames; Chip Seal shall not be place during the week of July 4th. Any new surface asphalt and or crack seal material shall be in place prior to June 29th.

‡ Per Technical Specification S-805 Traffic Control A. 21: *During non-working hours, all lanes of traffic in all directions shall be maintained. During non-peak traffic hours, the Contractor may, with the authorization of the Engineer, close traffic lanes necessary to facilitate construction.* ***The Contractor shall not perform any work that will restrict traffic in any way between the hours of 7:00 a.m. and 8:30 a.m. or 4:00 p.m. and 6:00 p.m. Monday through Friday.***

SC-4 The Contractor may close the cul-de-sacs to traffic during the work and during the curing period. The Contractor may close the residential streets to traffic during the work, and during the curing period. However, a work schedule must be submitted to the City and approved prior to closure of any streets. Consideration for approval will be the extent of the area affected by any such closure. The area affected at one time shall be held to a minimum.

SC-5 The Contractor shall notify all residents adjacent to the streets to be sealed by means of a doorknob hanger 48 hours in advance of the start of the surface treatment application on each street. The information shall include the day and time of application, the expected period of time when all vehicles, pedestrians, and other traffic of any kind must stay off of the street, and a caution about walking or driving on the product.

SC-6 Twenty-four hours prior to the time of street closure the Contractor shall notify the Lenexa Police Department Dispatcher of the location and time of closure.

SC-7 Streets to receive a “Chip Seal” are shown in the plans.

SC-8 Pavement Markings:

A. Permanent markings shall be applied within 7 days of re-opening the street/lanes to traffic. Temporary markings shall be applied immediately prior to opening the lanes to traffic. Temporary marking shall be removed prior to applying the permanent markings, but not more than 48 hours prior.

B. Within 72 hours prior to installing the Chip Seal, the Contractor shall remove all existing pavement markings. Removal of the existing pavement marking shall be subsidiary to installation of the new pavement markings.

SC-9 Section S-303 “CRACK SEALING”, Delete the Method of measurement and the Basis of Payment and ADD the following:

METHOD OF MEASUREMENT: “CRACK SEALING” Shall not be measured separately, but shall be subsidiary to Micro, Scrub Seal and Chip Seal.

SC-10 The Curb and Gutter, Handicap Ramps and Sidewalk removal and replacement portion of the project includes some miscellaneous spot replacement. The Engineer shall mark specific locations in the field.

SC-11 Wherever Curb and Gutter, Sidewalk, or Pavement is to be replaced as part of this project, the removal shall be subsidiary to the installation of the new item. See the specification for the particular items for measurement and payment.

SC-12 Pavement Patching and Base Repair shall be installed in areas designated in the field by the Engineer.

SC-13 Section S-718 "SODDING": Delete the Method of Measurement and the Basis of Payment, and add the following:
METHOD OF MEASUREMENT: "Sodding" complete and accepted, shall be subsidiary to "Curb and Gutter", and shall not be measured separately.
Basis of Payment: "Sodding" shall not be paid for separately, but shall be subsidiary to "Curb and Gutter". Excavation and soil preparation for the sod; furnishing, transporting, placing, firming, watering, fertilizing, mulching, cultivating, and maintaining the sod; and all labor, tools, equipment, and incidentals necessary to complete the work shall be subsidiary to "Curb and Gutter".

SC-14 Section S-204 "COMPACTION OF EARTHWORK", Delete the Method of Measurement and the Basis of Payment and ADD the following:

METHOD OF MEASUREMENT: "Compaction of Earthwork" shall not be measured separately for curb backfill, but shall be subsidiary to other items.

BASIS OF PAYMENT: "Compaction of Earthwork" shall be not be paid for separately for curb backfill, but shall be subsidiary to other items.

SC-15 Section S-211 "UNCLASSIFIED EXCAVATION", Delete the Method of Measurement and the Basis of Payment and ADD the following:

METHOD OF MEASUREMENT: "UNCLASSIFIED EXCAVATION" shall not be measured separately for curb, but shall be subsidiary to the curb.

BASIS OF PAYMENT: "UNCLASSIFIED EXCAVATION" shall not be paid for separately, but shall be subsidiary to the bid item Curb & Gutter, R&R.

SC-16 Curb and Gutter on the Arterial Streets normally rests on asphalt. In replacing the curb and gutter, it may be necessary to pour additional depth of concrete to achieve a smooth curb profile. Should it be necessary to pour the additional depth of concrete, the additional depth will be subsidiary to the new curb.

SC-17 Section S-306 "PAVEMENT PATCHING" of the Technical Specifications shall be modified as follows:
Pavement patching shall be for the full depth of the pavement except as designated in the field by the Engineer. In locations designated in the field by the Engineer, patching

shall conform to the detail for Pavement Patching shown in the plans. Measurement and Payment shall be in accordance with Section S-306.

SC-18 The Contractor shall notify the occupants of all businesses and residences where curb is to be replaced 48 hours prior to beginning the construction. The form of the notification shall be a door-hanger. The text for the door-hanger shall be approved by the Engineer prior to printing.

SC-19 All work within or in the vicinity of the Railway right of way shall be performed by the Contractor in a manner satisfactory to the Railway and shall be performed at such time and in such manner as not to interfere unnecessarily with the movement of trains or traffic upon the tracks of the Railway. The Contractor shall use all care and precautions necessary to avoid accident or damage to, or interference with, the Railway's tracks or trains and shall notify the Railway a sufficient time in advance wherever the contractor is about to perform work on or adjacent to the Railway's right of way and tracks to enable the Railway to furnish flagging and such other protective services and devices as in the Railway's judgment may be necessary to insure the safety of Railway operations. The vicinity of the railway shall include any work within 25' of the centerline of the nearest track to the work.

SC-20 CHIP SEAL

A. DESCRIPTION

This work shall consist of applying an emulsified asphalt followed by an application of a cover aggregate, on a previously cleaned and prepared surface with additional requirements as indicated herein and as directed by the Engineer.

1. Interim pavement markings shall be applied to streets after chip seal is completed.
2. Chip Seal will be scheduled to begin on June 1 and be completed by September 30.

B. MATERIALS FOR CHIP SEAL

Chip Sealing shall be done using the following materials in the proportions specified.

1. Aggregate

The aggregate to be used as cover material for bituminous sealing of streets shall be crushed granite, as set forth below:

Percent Retained on Square Mesh Sieves

| l/2" | 3/8" | #4 | #8 | #30 | Pan |
|---|---|---|---|---|---|
| 0 | 0 | 0-35 | 35-100 | 95-100 | 99-100 |

Type: Crushed granite no asphalt pre-coat required. Aggregate color for granite shall be gray in color.

a. Aggregate Testing

The Contractor shall furnish the Project Engineer test results as specified under Section 1108 of the Kansas Department of Transportation, Standard Specifications,

the latest special provisions issued by KDOT. Aggregate must have a minimum soundness of .90 and a maximum wear of 30% as defined in 1108.2b, and should not exceed the allowance for deleterious substances as defined in 1108.2c.

The contractor will also furnish the Project Engineer the results of ASTM-D6928-08 modified as follows:

Aggregate for the test sample shall be an oven-dried sample of 1500 g +- 5 g as follows:

| Passing | Retained | Mass |
|---|---|---|
| 4.75-mm | 2.38-mm | 1500 g |

Perform procedure 9.3 by running the machine for 95 minutes.

Maximum permitted loss for the finer gradations specified when testing using ASTM-D6298-08 as modified above is 15%. Tests shall be performed from representative samples of the first 500 tons produced, second 1,000 tons produced, and 1,000 tons produced thereafter; at the supplier's expense. The contractor shall have at all times a minimum one day supply of aggregate.

2. Bituminous Material

A copy of the test report on the emulsified asphalt from the oil refinery shall be submitted to the Project Engineer a minimum of 15 days prior to any operations and thereafter a new series of tests shall be provided for every 5,000 gallons of emulsion used. The modified asphalt emulsion shall conform to Special Provision 07-12001-R01 when tested in accordance with the specified test method.

The asphalt emulsion shall be polymer modified as noted and shall be pre-approved or certified CRS-1HP.

C. CONSTRUCTION REQUIREMENTS

1. Preparation of Road Surfaces

Prior to application of bituminous material, the surface to be treated shall be cleaned and swept of all foreign material and dust. Dispersion of dust and debris into the air and surrounding environment shall not be allowed.

2. Protection of Utilities

Utility covers, manholes, grated inlets, curb inlets, and traffic device covers located in the roadway shall be protected from coverage and referenced for prompt location and cleaning following application. The Contractor shall be responsible for covering, locating, removing and cleaning following application. The methods used to protect, reference, locate and clean shall be submitted by the Contractor and shall be subject to approval by the Project Engineer. All such materials shall be removed and properly disposed of by the Contractor at the end of each workday.

3. Maintenance of Traffic

All construction operations shall be coordinated to result in the least practical delay of traffic. One way traffic shall be maintained at all times. The Contractor shall provide traffic control as necessary to conform to the latest revision of the Manual of Uniform

Traffic Control Devices (MUTCD). The work shall be coordinated so that traffic will permitted upon the sealed surface within 15 minutes after pneumatic rolling is completed.

4. Temporary Lane Markings

The contractor shall place rubber chip seal markers on existing pavement markings prior to placing the chip seal. The contractor shall ensure both sides of the markers are clearly visible after placing the chip seal. Prior to application of the final pavement markings the chip seal markers shall be removed by cutting flush with the surface of the chip seal.

Payment for these items of work are considered subsidiary to the work.

5. Test Strip

The Contractor shall construct a continuous 500 foot long by lane width test strip. This shall determine the initial optimum bituminous application rate, and aggregate application rate. The Project Engineer will review the test strip the next workday. If the review shows the test strip meets the requirements in Section k then notice to proceed will be issued. Should deficiencies be noted, the Project Engineer may require another test.

6. Weather Limitations

Bituminous sealing shall be done only during the contract period specified. Ambient air temperatures must be a minimum of 60 degrees Fahrenheit and rising. Pavement temperature must be a minimum of 70 degrees Fahrenheit. Chip seal operations shall not be performed if any of the following conditions exist:

a. Impending weather conditions do not allow for curing or if temperatures are forecasted below 50 degrees Fahrenheit within 24 hours from the time of work.
b. The existing pavement temperature is 130 degrees Fahrenheit or above.
c. If pavement has surface water standing and/or pavement surface is saturated.
d. Within 12 (twelve hours) after a ¼ inch or more rain.

7. Application of Modified Bituminous Material

Material shall be applied at a minimum rate of .32 (thirty-two hundredths) gallon per square yard. Application temperatures shall be between 150 degrees Fahrenheit and 185 degrees Fahrenheit. If the target application rate is not the optimum application rate due to gradation of the aggregate, the absorption of the aggregate, surface temperature, or due to existing surface conditions of the pavement, immediately notify the Project Inspector and document the starting point of the new rate. Prior to application, ensure sufficient cover aggregate is available for immediate application. The Contractor shall ensure even application volume and profile at start and stop points. All non-machine chip seal applications shall be performed prior to moving to a new subdivision.

The spread length of bituminous material shall not exceed that which can be covered immediately. Under no circumstance shall the bituminous material remain uncovered long enough to impair retention of the cover material.

8. Application of Aggregate

Immediately following the application of the bituminous material, apply cover aggregate uniformly without ridges or laps at a rate of 22 pounds per square yard,

adjusted as directed by the Project Engineer to produce a minimum of excess loose particles.

Apply cover aggregate at a rate necessary to provide full coverage of the bituminous material and to avoid tracking. If the target application rate is not the optimum application rate due to gradation of the aggregate or due to existing surface conditions of the pavement, immediately notify the Project Engineer and document the starting point of the new rate.

At no time shall tires of the dump trucks or aggregate spreader come in contact with the fresh bituminous material.

Prior to rolling, correct deficiencies in application of cover aggregate in a manner satisfactory to the Project Inspector.

At the time of delivery to the roadway, the moisture content of the cover material shall not exceed 3% by mass (dry unit weight) of the aggregate. In no case shall free moisture be draining from the truck.

After rolling, protect the surface from traffic damage during the period required for the bituminous material to cure sufficiently to prevent dislodging of aggregate particles by normal traffic. During this period correct deficiencies of cover aggregate by spreading additional aggregate or by light brooming.

9. Manipulation

Immediately following the application of the aggregate, the aggregate shall be embedded by pneumatic tired rollers.

Initial rolling of the chip seal shall consist of a minimum of 1 complete coverage and shall begin within 90 seconds after placement of aggregate.

The distance between the rollers and the chip spreader shall at no time exceed 200 feet. A minimum of 3 complete coverages with pneumatic tired rollers shall be made on the chip seal within 10 minutes after application of the cover material. Rollers shall be ballasted to a minimum weight of 10 tons. A minimum of 2 rollers shall be used with each chip spreader.

10. Sweeping

All streets shall be swept at least twice following the chip seal application. Loose aggregate shall be removed from the surface of the street as soon as the bituminous material has cured enough to prevent damage by sweeping within a period not to exceed 24 hours after surface treatment. Loose aggregate displaced on driveways, sidewalks, and side streets shall be blown into the street and curb line shall be mechanically broomed away from the curb prior to the first sweeping. Streets shall be swept again 72 hours or less after the initial sweeping, or as approved by the Project Engineer. Loose aggregate on driveways, sidewalks, and side streets shall be blown into the street prior to the second sweeping. All loose aggregate shall be removed from driveways, sidewalks, side streets, and chip seal surfaces during the second sweeping.

11. Acceptance

During application of chip seal the work will be inspected for deficiencies resulting from poor workmanship, flushing, tracking from equipment, surface patterns, loss of aggregate, sweeping, unsealed areas, minimum overlap on longitudinal joints, and minimum overlap on construction joints.

The following shall be verified daily:

a. Finished surface has no more than 4 tears or untreated areas greater than 1 inch wide and 4 inches long in any 120 square yard area.
b. Joints appear neat and uniform without buildup, uncovered areas, or unsightly appearance.
c. Longitudinal joints have less than a 2 inch overlap on adjacent passes.
d. Transverse joints have no more than ¼ inch difference in elevation across the joint as measured with a 6 foot straightedge.
e. Chip seal edge is neat and uniform along the curb lines.
f. Chip seal edge has no more than a 2 inch variance in any 100 feet along the curb line.

For project acceptance the Contractor and the Project Engineer will review completed work. The finished work must meet the following requirements:

| DEFECT* | SEVERITY |
|---|---|
| Surface Patterns | Alternate lean and heavy lines<br>(Ridges or streaking over the surface.) |
| Bleeding / Flushing | Distinctive Appearance<br>(Excess bituminous material on surface.) |
| Loss of Cover Aggregate | Patches or lines of aggregate lost from surface. |
| | |

* Defect does not exceed the extent of any surface defect by more than 20% of any 120 square yard area. The beginning of any 120 square yard area will be the start of any individual defect.

D. MEASUREMENT AND PAYMENT

The Engineer will measure Chip Seal, First Sweeping and Second Sweeping by the square yard of completed and accepted work.

Payment for “Chip Seal” of the specified type at the contract unit price bid is full compensation for furnishing all materials, for all labor, tools, equipment and incidentals necessary to complete the work

Payment for “First Sweeping” and “Second Sweeping” at the contract unit prices bid is full compensation for furnishing all materials, for all labor, tools, equipment and incidentals necessary to complete the work.

# LIEN WAIVER AND RELEASE

_____ _____
Name of Supplier/Subcontractor Amount Received

_____
Address

_____
Phone

___/___/_____ (Date)

I, the undersigned, on behalf of _____, ("Subcontractor"), which contracted with _____ ("Contractor") to provide labor, services, machinery, tools, equipment, supplies, and/or materials for the benefit of the City of Lenexa, Kansas ("Owner") for a project titled **2016 PMP Chip Seal** ("the Project"), hereby represent that full payment has been received for all labor, services, machinery, tools, equipment, supplies, and/or materials, and in consideration of the aforesaid payment does hereby absolutely waive and release forever the Project property, Owner, and Contractor from any and all liens, statutory or otherwise, which might accrue under the laws of the State of Kansas by virtue of the aforesaid work, labor, services, machinery, tools, equipment, supplies, and/or materials furnished prior to the date of execution of this Lien Waiver.

In execution of this instrument, I hereby testify that the same has been signed by me of my own free will and accord and that I have authority to execute this document on behalf of Subcontractor.

**NAME OF SUPPLIER/SUBCONTRACTOR**

By:_____
(Signature)

_____
(Printed Name)

_____
(Title)

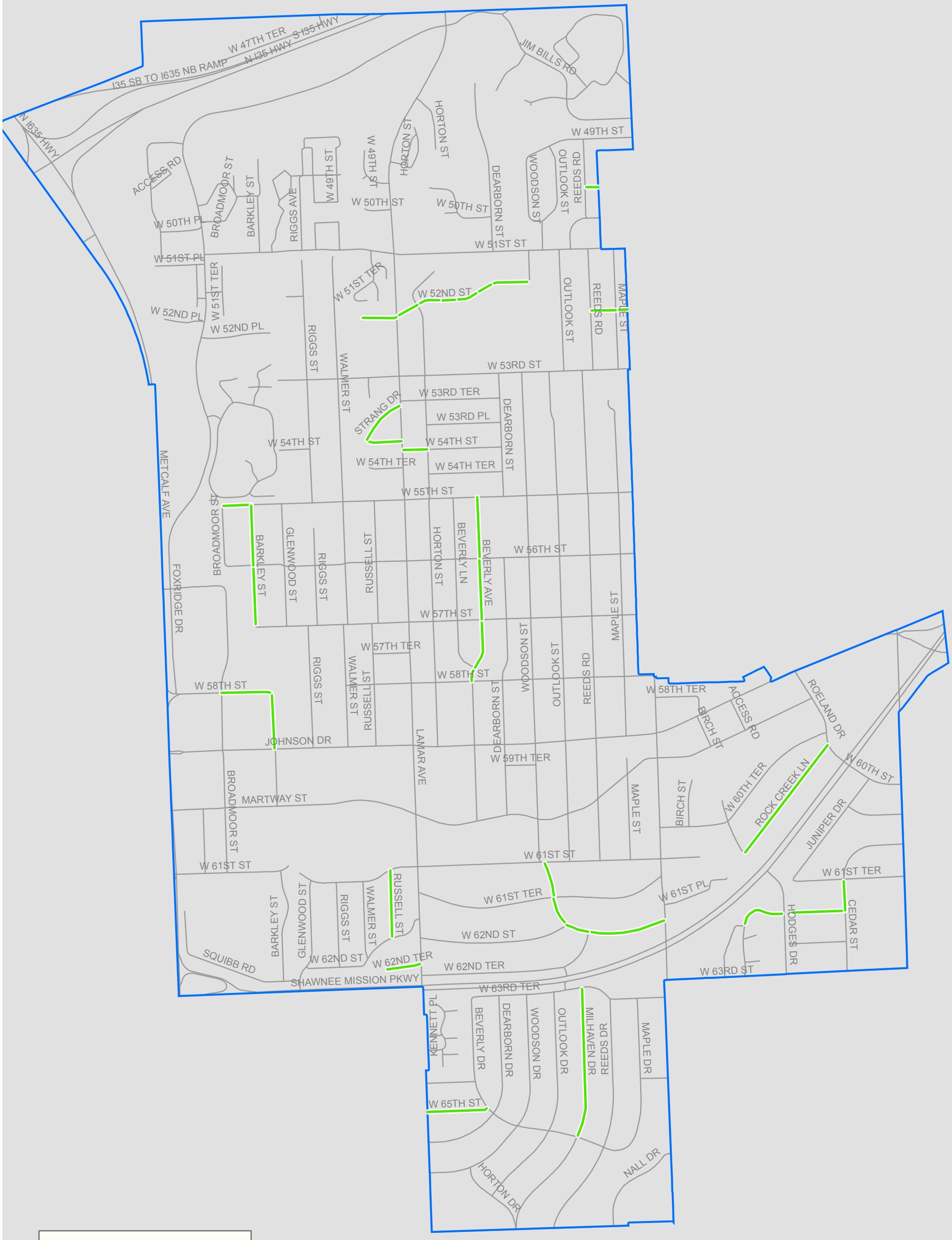
Attest:_____
(Secretary)

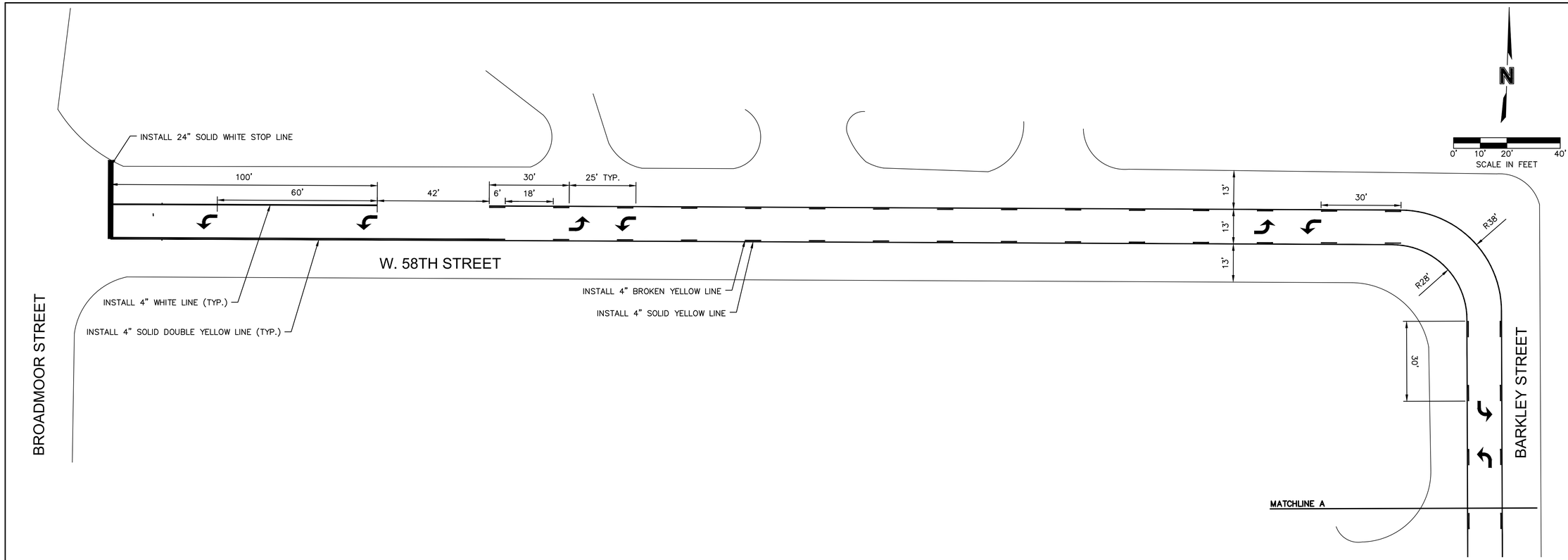
| Item N | Item Description | Unit | Quantity | Unit Cost | Total Cost | | | |
|---|---|---|---|---|---|---|---|---|
| 1 | Bituminous Surface Treatment | | | | | | | |
| | Chip Seal | SY | 46,863 | $1.80 | $84,353.40 | | | $0.00 |
| | | | | | | | | |
| 2 | Sweeping | | | | | | | |
| | First Sweeping | SY | 46,863 | $0.13 | $6,092.19 | | | $0.00 |
| | Second Sweeping | SY | 46,863 | $0.12 | $5,623.56 | | | $0.00 |
| | | | | | | | | |
| 3 | Permanent Traffic Markings | | | | | | | |
| | 4" White | LF | 160 | $0.55 | $88.00 | | | $0.00 |
| | 4" Yellow | LF | 2,317 | $0.55 | $1,274.35 | | | $0.00 |
| | 6" White | LF | 128 | $3.30 | $422.40 | | | $0.00 |
| | 24" Stop Bar | LF | 109 | $6.60 | $719.40 | | | $0.00 |
| | 30" Crosswalk | LF | 138 | $9.90 | $1,366.20 | | | |
| | Turn Arrow | Ea | 11 | $181.50 | $1,996.50 | | | $0.00 |
| | | | | | | | | |
| | | | | **Subtotal** | **$101,936.00** | | | |
| | | | | | | | | **$0.00** |
| | | | | **5% Contingency** | **$5,096.80** | | | |
| | | | | | | | | |
| | | | | TOTAL | $107,032.80 | | | |

| Section ID | Branch | From | To | Length | Width | Area | PCI | PCI Weight | Group Avg | Weighted Group AVG |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |
| 50S-01 | 50th Street | (dead end) | Reeds Road | 250 | 24 | 6000 | 85 | 510000 | 85.00 | 85.00 |
| | | | | | | | | | | |
| 52S-03 | 52nd Street | Woodson Street | 52nd Street - E. Roundabout | 310.28 | 22 | 6826.16 | 90 | 614354.4 | | |
| 52S-04 | 52nd Street | 52nd Street - E. Roundabout | 52nd Street - E. Roundabout | 102.12 | 22 | 2246.64 | 81 | 181977.84 | | |
| 52S-05 | 52nd Street | 52nd Street - E. Roundabout | 52nd Street - W. Roundabout | 255.32 | 22 | 5617.04 | 88 | 494299.52 | | |
| 52S-06 | 52nd Street | 52nd Street - W. Roundabout | 52nd Street - W. Roundabout | 105.46 | 22 | 2320.12 | 80 | 185609.6 | 83.86 | 83.92 |
| 52S-07 | 52nd Street | 52nd Street - W. Roundabout | Horton Street | 469.68 | 22 | 10332.96 | 78 | 805970.88 | | |
| 52S-08 | 52nd Street | Horton Street | Lamar Avenue | 259.55 | 22 | 5710.1 | 86 | 491068.6 | | |
| 52S-09 | 52nd Street | Lamar Avenue | (dead end) | 370.43 | 24 | 8890.32 | 84 | 746786.88 | | |
| | | | | | | | | | | |
| 52S-01 | 52nd Street | East City Limits | Maple Street | 136.65 | 20 | 2733 | 66 | 180378 | | |
| 52S-02 | 52nd Street | Maple Street | Reeds Road | 274.87 | 18 | 4947.66 | 94 | 465080.04 | 80.00 | 84.04 |
| | | | | | | | | | | |
| 54S-02 | 54th Street | Horton Street | Lamar Avenue | 273.15 | 22 | 6009.3 | 85 | 510790.5 | | |
| 54S-03 | 54th Street | Lamar Avenue | Strang Drive | 371.54 | 20 | 7430.8 | 84 | 624187.2 | 84.50 | 84.45 |
| | | | | | | | | | | |
| 55S-15 | 55th Street | Barkley Street | Broadmoor Street | 309.79 | 21 | 6505.59 | 85 | 552975.15 | 85.00 | 85.00 |
| | | | | | | | | | | |
| 58S-11 | 58th Street | Barkley Street | Broadmoor Street | 534.94 | 40 | 21397.6 | 87 | 1861591.2 | 87.00 | 87.00 |
| | | | | | | | | | | |
| 62S-01 | 62nd Street | Cedar Street | (dead end) | 577.96 | 22 | 12715.12 | 84 | 1068070.08 | 84.00 | 84.00 |
| | | | | | | | | | | |
| 62S-02 | 62nd Street | Hodges Drive | Ash Street | 530.55 | 21 | 11141.55 | 83 | 924748.65 | 83.00 | 83.00 |
| | | | | | | | | | | |
| 62S-03 | 62nd Street | Nall Avenue | Woodson Road | 864.09 | 22 | 19009.98 | 88 | 1672878.24 | | |
| 62S-04 | 62nd Street | Woodson Road | Woodson Road | 240.23 | 22 | 5285.06 | 74 | 391094.44 | 81.00 | 84.95 |
| | | | | | | | | | | |
| 62T-03 | 62nd Terrace | Lamar Avenue | (dead end) | 378.59 | 20 | 7571.8 | 83 | 628459.4 | 83.00 | 83.00 |
| | | | | | | | | | | |
| 65S-01 | 65th Street | Beverly Drive | Lamar Avenue | 660.96 | 23 | 15202.08 | 83 | 1261772.64 | 83.00 | 83.00 |
| | | | | | | | | | | |
| BRK-03 | Barkley Street | Johnson Drive | 58th Street | 613.65 | 40 | 24546 | 83 | 2037318 | 83.00 | 83.00 |
| BRK-04 | Barkley Street | 57th Street | 56th Street | 656.82 | 25 | 16420.5 | 93 | 1527106.5 | | |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| BRK-05 | Barkley Street | 56th Street | 55th Street | 657.85 | 21 | 13814.85 | 73 | 1008484.05 | 83.00 | 83.86 |
| | | | | | | | | | | |
| BVA-03 | Beverly Avenue | 58th Street | Beverly Lane | 154.74 | 23 | 3559.02 | 53 | 188628.06 | | |
| BVA-04 | Beverly Avenue | Beverly Lane | 57th Street | 542.45 | 23 | 12476.35 | 96 | 1,197,729.60 | 78.50 | 83.86 |
| BVA-05 | Beverly Avenue | 57th Street | 56th Street | 664.89 | 23 | 15292.47 | 84 | 1,284,567.48 | | |
| BVA-06 | Beverly Avenue | 56th Street | 55th Street | 665.33 | 23 | 15302.59 | 81 | 1239509.79 | | |
| | | | | | | | | | | |
| CDR-03 | Cedar Street | 62nd Street | 61st Terrace | 329.96 | 22 | 7259.12 | 83 | 602506.96 | 83.00 | 83.00 |
| | | | | | | | | | | |
| MLH-02 | Millhaven Drive | Beverly Drive | 63rd Terrace | 1635.81 | 23 | 37623.63 | 82 | 3085137.66 | 82.00 | 82.00 |
| | | | | | | | | | | |
| RCL-01 | Rock Creek Lane | Rosewood Street | Roeland Drive | 1498.79 | 22 | 32973.38 | 84 | 2769763.92 | 84.00 | 84.00 |
| | | | | | | | | | | |
| RUS-01 | Russell Street | 62nd Street | 61st Street | 736.87 | 22 | 16211.14 | 85 | 1377946.9 | 85.00 | 85.00 |
| | | | | | | | | | | |
| STR-01 | Strang Drive | 54th Street | Lamar Avenue | 468.57 | 20 | 9371.4 | 83 | 777826.2 | 83.00 | 83.00 |
| | | | | | | | | | | |
| WDR-02 | Woodson Road | 62nd Street | 61st Terrace | 336.15 | 22 | 7395.3 | 79 | 584228.7 | | |
| WDR-03 | Woodson Road | 61st Terrace | 61st Street | 395.36 | 20 | 7907.2 | 90 | 711648 | 90.00 | 84.68 |
| | | | | | | | | | | |
| KEN-01 | Kennett Place | Lamar Ave | (dead End) | 1686.2 | 20 | 33724 | | | | |
| | | | | | | | | | | |

# 2016 Street Program: Chip Sealing

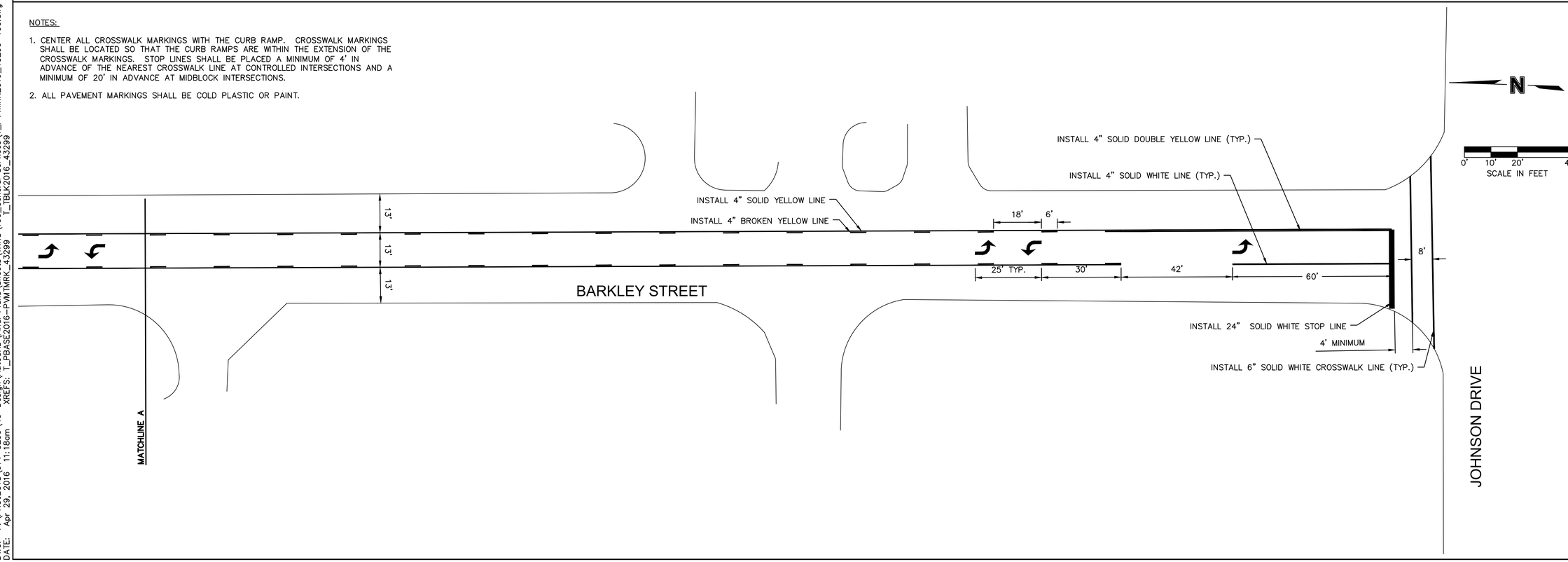





NOTES:

1. CENTER ALL CROSSWALK MARKINGS WITH THE CURB RAMP. CROSSWALK MARKINGS SHALL BE LOCATED SO THAT THE CURB RAMPS ARE WITHIN THE EXTENSION OF THE CROSSWALK MARKINGS. STOP LINES SHALL BE PLACED A MINIMUM OF 4' IN ADVANCE OF THE NEAREST CROSSWALK LINE AT CONTROLLED INTERSECTIONS AND A MINIMUM OF 20' IN ADVANCE AT MIDBLOCK INTERSECTIONS.

2. ALL PAVEMENT MARKINGS SHALL BE COLD PLASTIC OR PAINT.




OLSSON ASSOCIATES
7301 West 133rd Street, Suite 200
Overland Park, KS 66213-4750
TEL 913.381.1170
FAX 913.381.1174
www.olssonassociates.com

| REV. NO. | DATE | REVISIONS DESCRIPTION | BY |
|---|---|---|---|

REVISIONS

W. 58TH STREET: BROADMOOR STREET TO BARKLEY STREET
BARKLEY STREET: W. 158TH STREET TO JOHNSON DRIVE

2016 STREET REHABILITATION PROGRAM

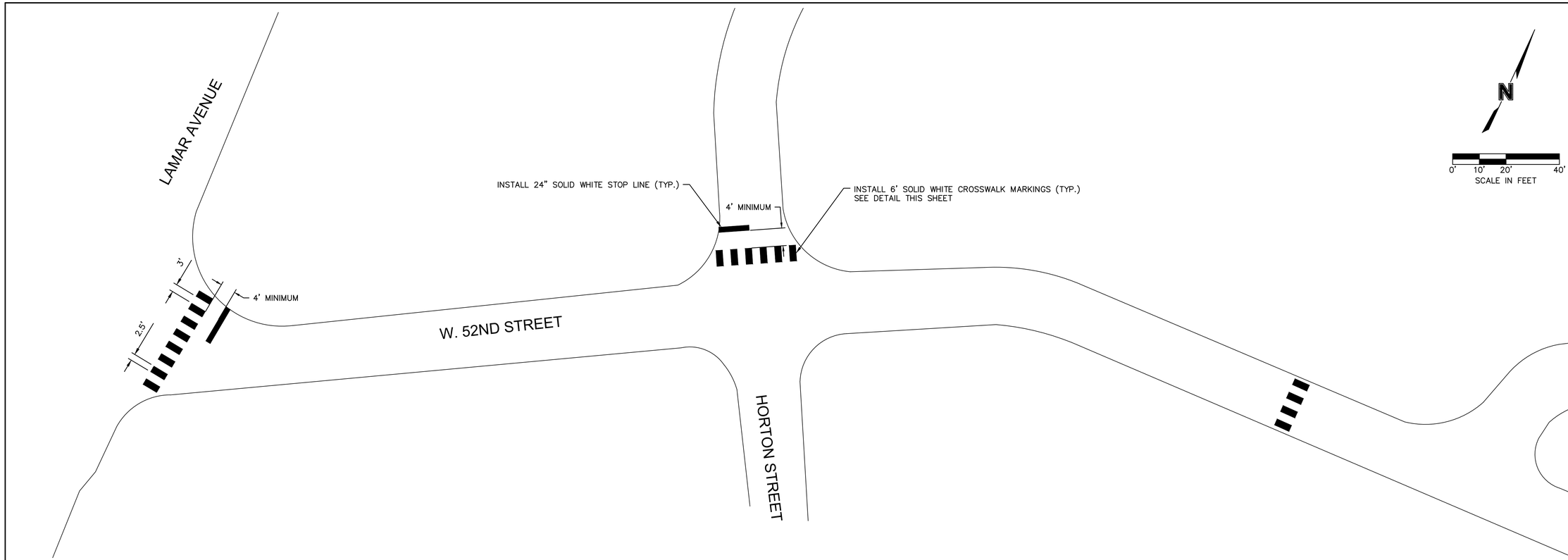
MISSION, KANSAS

2016

| | |
|---|---|
| drawn by: | RTK |
| checked by: | PBM |
| approved by: | PBM |
| QA/QC by: | JAF |
| project no.: | 014-3299-100 |
| drawing no.: | PVTMRK2016_43299-100 |
| date: | 4/29/2016 |

SHEET 1 of 2

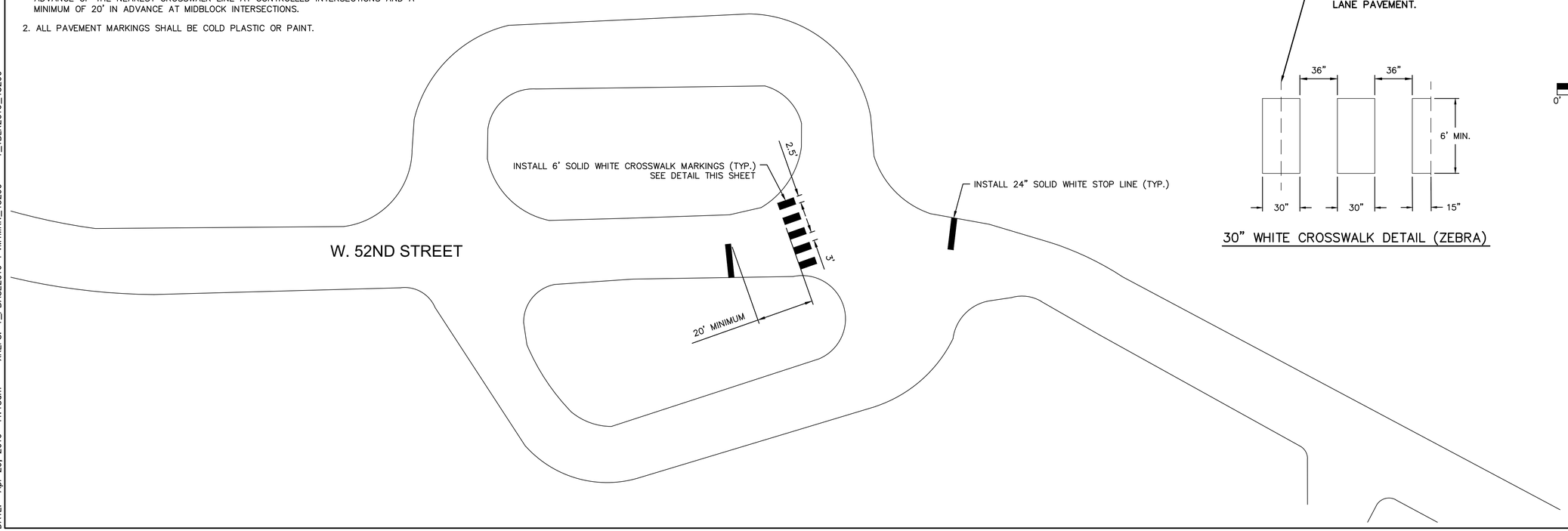
DWG: F:\PROJECTS\014-3299\40-Design\AutoCAD\Final Plans\Sheets\TRNS\100_General Services\T_PVTMRK2016_43299-100.dwg
DATE: Apr 29, 2016 11:18am XREFS: T_PBASE2016-PVMTMRK_43299 T_TBLK2016_43299 USER: rkubert




NOTES:

1. CENTER ALL CROSSWALK MARKINGS WITH THE CURB RAMP. CROSSWALK MARKINGS SHALL BE LOCATED SO THAT THE CURB RAMPS ARE WITHIN THE EXTENSION OF THE CROSSWALK MARKINGS. STOP LINES SHALL BE PLACED A MINIMUM OF 4' IN ADVANCE OF THE NEAREST CROSSWALK LINE AT CONTROLLED INTERSECTIONS AND A MINIMUM OF 20' IN ADVANCE AT MIDBLOCK INTERSECTIONS.

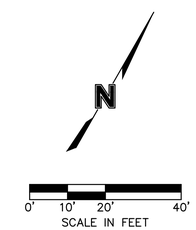
2. ALL PAVEMENT MARKINGS SHALL BE COLD PLASTIC OR PAINT.







30" WHITE CROSSWALK DETAIL (ZEBRA)

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| REV. NO. | DATE | REVISIONS DESCRIPTION | BY |
|---|---|---|---|

REVISIONS

W. 52ND STREET: LAMAR AVENUE TO WOODSON ROAD

2016 STREET REHABILITATION PROGRAM

MISSION, KANSAS

2016

| | |
|---|---|
| drawn by: | RTK |
| checked by: | PBM |
| approved by: | PBM |
| QA/QC by: | JAF |
| project no.: | 014-3299-100 |
| drawing no.: | PVTMRK2016_43299-100 |
| date: | 4/29/2016 |

SHEET 2 of 2

DWG: F:\PROJECTS\014-3299\40-Design\AutoCAD\Final Plans\Sheets\TRNS\100_General Services\T_PVTMRK2016_43299-100.dwg
DATE: Apr 29, 2016 11:18am XREFS: T_PBASE2016-PVMTMRK_43299 T_TBLK2016_43299 USER: rkubert

| City of Mission | Item Number: | 4. |
|---|---|---|
| ACTION ITEM SUMMARY | Date: | 6/1/2016 |
| Public Works Department | From: | John Belger |

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

**RE:** Revised Resolution Approving 2017-2021 CARS Project List

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

**DETAILS:** 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. 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)

Similar to the City's CIP, 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 program 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 occurs through the approval of a specific inter-local agreement for a project.

In March, the City Council approved a similar Resolution. At that same meeting, a contract was awarded for the first phase of the Foxridge project. Since beginning the actual design work, several other items have been identified which alter the scope of this project. These include upgraded street lights, replacement of the storm water infrastructure underneath the roadway, and additional pedestrian amenities. Staff is recommending the CARS Resolution be updated and resubmitted to the County to include these items. It does not represent a final commitment on the City's part, that decision will be made at the time the project is bid. Increasing the project budget now simply preserves CARS matching funds should the City Council decide these components should be included.

| | |
|---|---|
| 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. |

| City of Mission | Item Number: | 4. |
|---|---|---|
| ACTION ITEM SUMMARY | Date: | 6/1/2016 |
| Public Works Department | From: | John Belger |

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

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. Originally, the proposed improvements called for a 2" mill and overlay of existing pavement, new curb and gutter, and replacement of inlet tops. Sidewalks would 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 15th DAY OF JUNE 2016.**

**THIS RESOLUTION IS APPROVED BY THE MAYOR THIS 15th DAY OF JUNE 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 | $725,000 | $1,453,663 | $69,464 | **$1,523,127** | $798,127 |
| 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: | $2,725,000 | $5,471,068 | $858,364 | $6,329,432 | $3,604,432 |

| City of Mission | Item Number: | 5. |
|---|---|---|
| ACTION ITEM SUMMARY | Date: | 5/20/2016 |
| Community Development | From: | Christy Humerickhouse |

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

**RE:** Agreement with WaterOne for the use of Waterworks Park

**RECOMMENDATION:** Approve the Agreement with WaterOne giving the City permission to continue to occupy, operate, maintain, and repair for public park and recreational use purposes the area of WaterOne's Woodson Pumping Station known as Waterworks Park.

**DETAILS:** The City first entered into an Agreement with WaterOne in November of 1982, and renewed that Agreement in November of 1995 for the City's permitted use of WaterOne's Woodson Pumping Station site for park purposes. The renewal of this Agreement is formed with the mutual understanding that the park area is to be made available and open to the public for recreational purposes is accordance to K.S.A. Chapter 58, Article 32. WaterOne requested an update to the existing agreement, and the document has been reviewed and approved by legal staff of both WaterOne and the City.

By Agreement, the City will use the park area only as a neighborhood park and playground. And, the City shall be exclusively responsible for the operation, supervision, policing, sanitation, repair and maintenance of the park and its facilities. The addition of future amenities or changes in use for the park would need to be discussed and approved by WaterOne.

**CFAA CONSIDERATIONS/IMPACTS:** N/A

| | |
|---|---|
| Related Statute/City Ordinance: | N/A |
| Line Item Code/Description: | N/A |
| Available Budget: | N/A |

# Agreement

**THIS AGREEMENT** is made by and between WATER DISTRICT NO. 1 of JOHNSON COUNTY, a quasi-municipal corporation of the State of Kansas, hereinafter called WaterOne," and the CITY OF MISSION, a municipal corporation of the State of Kansas, hereinafter called the "City,"

**WITNESSETH** that:

**WHEREAS**, WaterOne is the owner of the Woodson Pumping Station site at 5803 West 53rd Street, within the City of Mission, Kansas, which site includes a presently improved park area installed and maintained by the City pursuant to a prior agreement between the parties hereto dated, November 15th, 1982; and

**WHEREAS**, the parties have determined that by reason update and renewal the existing agreement should be superseded by an entirely new agreement redefining all of the City's rights, duties and obligations;

**NOW, THEREFORE**, it is AGREED by and between WaterOne and the City as follows:

**1.** The agreement between the parties hereto relating to the City's permitted use of WaterOne's Woodson Pumping Station site for park purposes dated November 15th, 1982, is hereby totally rescinded and superseded by the terms of this Agreement.

**2.** WaterOne, as owner of its Woodson Pumping Station site, hereby gives the City permission and license to continue to occupy, operate, maintain, and repair for public park and recreational use purposes as hereinafter limited, the area within the site that is generally east of the location of WaterOne's existing split rail and chain link fences. The portion to be so used by the City is indicated by the hatched area on the map attached hereto and labeled "Park Area" and made a part hereof by reference.

**3.** This agreement is formed with the mutual understanding that the so-labeled "Park Area" located on WaterOne's Woodson Pumping Station site is to be made available and open to the public for recreational purposes in accordance to K.S.A Chapter 58, Article 32. Therefore, the City agrees not to charge an admission price, fee, or consideration to any person or persons in return for invitation or permission to enter or go onto the park area for recreational purposes. The City further agrees to not willfully or maliciously fail to guard or warn against a dangerous condition, use, structure, or activity upon the park area.

**4.** WaterOne may complete and replace fencing at any time along the existing demarcation of the park area and as indicated on the attached map.

**5.** WaterOne has previously approved the existing park, playground equipment and facilities, picnic shelter and facilities, and such approval shall be continuing but subject to the other terms of this Agreement. No lighting or further parking facilities shall be permitted. There shall be no operation of motor vehicles on the park area except for the necessary and reasonable use of such equipment to mow and otherwise maintain and repair

the existing park facilities. No additional equipment, installation or facilities shall be installed, placed or maintained on the park area without additional prior approval by WaterOne.

**6.** The City will use the park area only as a neighborhood park and playground. The City shall be exclusively responsible for the operation, supervision, policing, sanitation, repair and maintenance of the park and its facilities. The City agrees to keep all approved equipment and facilities in good repair and appearance, the grounds free of weeds, litter and trash, and the grass mowed. The City's lawn maintenance shall include the duty of due care with the use of pesticides, herbicides or any other chemicals used within the park area.

**7.** The City agrees to, indemnify, defend and hold WaterOne harmless from all demands, claims, suits and judgments arising from activities related to the City's use of the site. The Kansas Tort Claims Act immunities and maximum liabilities are applicable under this Agreement. In conjunction with this covenant the City will cause to be insured the following risks for protection of both the City and WaterOne with insurers acceptable to WaterOne and evidencing coverages in the following minimum amounts by certificates issued by the insurers to WaterOne:

a. Workers' Compensation and Employers' Liability coverage:
   $500,000/$500,000/$500,000 or other Kansas statutory minimum
b. Commercial Automobile Liability: $1,000,000 Combined Single Limit.
c. Commercial General Liability coverage providing limits as follows:
   $2,000,000 General Aggregate
   $1,000,000 Occurrence
d. Umbrella Liability: $1,000,000 General Aggregate
e. General Requirements:
   i. Insurance Coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to WaterOne.
   ii. Should insurance coverage be issued on a claims-made basis, coverage will remain in effect for at least two (2) years after close of the contract, as means of an extended discovery period.
   iii. Insurance contains a cross liability or severability of interest clause or endorsement. City's insurance will name WaterOne as additional insured and the City's insurance shall be primary and non-contributory insurance.
   iv. With respect to Workers' Compensation, Commercial Automobile Liability, Commercial General Liability, and Umbrella Liability Insurance, the City shall require its insurance carrier to waive all rights of subrogation against Water District No. 1 of Johnson County, Kansas.
   v. These coverages can be reviewed and modified by WaterOne on an annual basis, as based on the anniversary date of the signing of the contract. The City will be notified of any changes in the insurance requirements within sixty (60) days of the anniversary date. The City has thirty (30) days to provide evidence to WaterOne that the insurance changes have been made.

**8.** The City agrees that it will vacate the site and remove all facilities upon ninety (90) days written notice from WaterOne that it intends to sell the property, that the park area is needed for further development of water facilities, or after sixty (60) days written notice from WaterOne of the existence and nature of a substantial breach of this Agreement which has not been remedied within such sixty (60) day period. In the event WaterOne requires part but not all of the park area for further expansion or development of water facilities, ninety (90) days notice shall be given to the City which will then remove its equipment and facilities from the affected area and restore the land to its original condition before its use as a park. Notices may be mailed or delivered to the City Clerk and the Director of the City's Parks and Recreation Department.

**9.** In the event of an emergency the Water District reserves the right to temporarily occupy and restrict access to any or all of the area being used by the City as a park. After the Water District has finished using the area it will repair any damages that occurred to the park or park equipment.

**10.** This agreement is not assignable and shall be binding upon the successors of the parties hereto.

**11.** The invalidity or unenforceability of any provision(s) of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

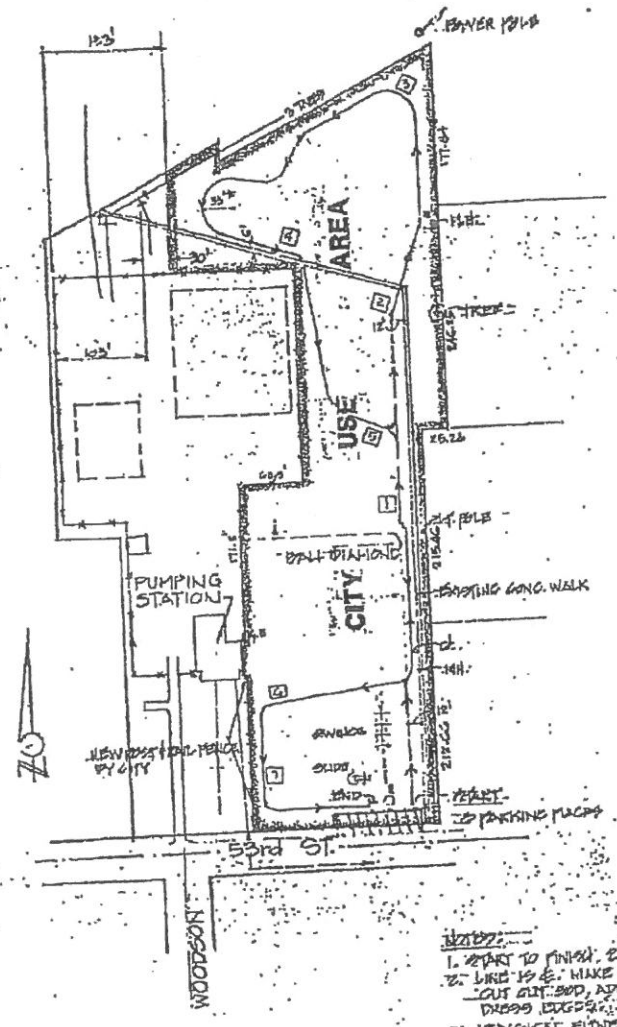
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement this ____ day of _____, 2016, by their respective chief administrative officers by authority of their respective governing bodies.

**CITY OF MISSION**

**By:**_____
City Administrator

**WATER DISTRICT NO. 1 OF JOHNSON COUNTY**

**By:**_____
General Manager




**PARK JOGGING TRAIL SITE PLAN**

SCALE: 1" = 100'-0"

| City of Mission | Item Number: | 6. |
|---|---|---|
| **ACTION ITEM SUMMARY** | Date: | 5/20/2016 |
| **Community Development** | From: | Christy Humerickhouse |

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

**RE:** Mission Tree Board 2017 Budget request

**RECOMMENDATION:** Consider the budget request from the Mission Tree Board for the ongoing maintenance and management of the City's tree canopy.

**DETAILS:** Historically, the City has had a limited ($5,000 annually) budget for tree maintenance city-wide. At their May 9, 2016 meeting the Mission Tree Board voted to make a formal request to the City Council to establish and retain a proactive approach for sustaining the future of Mission's tree canopy on City owned property. The budget request includes:

1. Increasing the current line item for tree and shrub maintenance in the Public Works Department budget from $5,000 to $20,000. These funds would be used to:

    - Contract with a certified arborist to evaluate existing conditions and make recommendations for the trimming, pruning, EAB treatment, removal and replacement of all trees on city owned property (8 parks, 3 facilities, Johnson Drive and the Rock Creek Trail).
    - Complete work identified through the evaluation, ensuring each park or facility is being trimmed, pruned, re-planted on a minimum of every five years.
    - Establish an annual planting plan of five new trees. Any trees planted as a part of this program, would be in addition to any tree planted to replace one that is removed.

2. Retaining the $5,000 line item to support annual activities of the Tree Board Activities which engage and educate the community through;

    - Resident education - i.e. EAB Seminar/Earth Day
    - Participation in Tree City USA activities
    - Kansas Arbor Day Poster contest
    - Arbor Day Tree planting and Ruston activity day
    - Tree Board staffed vendor booths at City events
    - Attendance at Kansas Forest Service seminars
    - Website and Mission Magazine educational articles

Recognizing that the City's tree canopy plays an important role in the aesthetics of the community, as well as providing numerous environmental benefits, the Tree Board requests the City Council approve a total of $25,000 in the 2017 budget to perform the above mentioned activities.

| | |
|---|---|
| Related Statute/City Ordinance: | N/A |
| Line Item Code/Description: | 01-20-210-03 Tree/Shrub Maintenance ($5,000)<br>01-20-210-04 Tree Board ($5,000) |
| Available Budget: | $10,000 - requested increase of $15,000 |

**CFAA CONSIDERATIONS/IMPACTS:** This activity supports section 1-A of the Communities for All Ages Checklist, which establishes as a goal "the city develops and implements age-friendly policies that consider the needs of persons of all in the siting, design and development of public spaces. Examples include: parks and other outdoor spaces, walkways outdoor seating, streetscapes and buildings." And 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."

| City of Mission | Item Number: | 7. |
|---|---|---|
| ACTION ITEM SUMMARY | Date: | 5/26/2016 |
| Community Development | From: | Laura Smith |

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

**RE:** Countryside Tree Trimming Request

**RECOMMENDATION:** Consider the request from the Countryside Home's Association (HOA) to participate in trimming trees on KDOT right-of-way along Shawnee Mission Parkway.

**DETAILS:** The City was recently approached by the Countryside HOA with a request to share in expenses related to tree trimming along KDOT right-of-way. The formal request, from HOA Board President Ken Davis, is included in the packet, along with a report that was developed for the board members. Current quotes for maintenance of the area in question range from $1,400 to $10,200.

Based on conversations that both the City and the HOA have had with KDOT, it is anticipated that no trimming or removal will be undertaken by the state. Council will be asked to consider and provide direction for development of a policy related to tree maintenance on public property as well as street ROW's. Similar discussions were held surrounding mowing of KDOT ROW in 2009. Maps of KDOT ROW located within the city are included.

**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: | N/A |
| Line Item Code/Description: | 01-20-210-03 Tree/Shrub Maintenance ($5,000)<br>01-20-210-04 Tree Board ($5,000) |
| Available Budget: | $10,000 - requested increase of $15,000 |

May 26, 2016

Ms. Laura Smith
City Administrator
City of Mission
6090 Woodson Road
Mission, KS 66202

Dear Ms. Smith,

Thank you for taking time to discuss the tree maintenance needs along Shawnee Mission Parkway, between Woodson St. and Lamar St. As we are both aware, this section on the southern boundary of the Countryside sub-division is part of the KDOT right-of-way. The area was historically maintained by the former City of Countryside, which was consolidated with the City of Mission on January 15, 2003. At that time the Countryside Homes Association assumed maintenance for a period of five years under a separate interlocal agreement with the City of Mission. The Countryside Homes Association continued to maintain the section after the interlocal agreement expired in 2008, through contracted mowing's and occasional tree service contracts, as needed.

I have been HOA President since January 2015, and it is my understanding that the City of Mission and Countryside Homes Association resumed discussions about maintenance of the KDOT ROW in 2009, which led to the adoption of City of Mission Resolution No. 765 on July 15th, 2009. The matter eventually culminated in the current shared practice, as described in your September 20, 2013 letter, whereby the City of Mission contracts to mow the parkway monthly during the growing season and the Countryside Homes Association provides annual funding for a second monthly mowing to satisfy the desired HOA maintenance standard.

To my knowledge, none of the discussions included shared tree maintenance, since this is the purview of KDOT. Nonetheless, Countryside Homes Association has occasionally contracted to remove failing or nuisance trees at HOA expense. The last time tree maintenance was completed by Countryside was in 2014, at a total cost of $1800. During a recent analysis, the maintenance of this section, including mowing's, landscaping, clean-up events and tree maintenance amounts to 40% of the budgeted HOA annual expenses.

On behalf of the Countryside Homes Association, I have submitted a comprehensive report describing the current tree maintenance needs along this section of the parkway. I have also discussed the possibility of entering into a trilateral shared expenditure agreement between Countryside HOA, KDOT and City of Mission. This brings me to the current request for developing a policy that would address the occasional tree maintenance requirements, in addition to the existing mowing.

I am asking the Mission City Council to review the attached report and supporting material, in order to determine whether a policy amendment would be appropriate, under the present circumstances. Perhaps the City of Mission could expand its neighborhood grant program to allow for these perennial HOA tree maintenance needs to be addressed or reviewed by the Mission Tree Board.

Thank you for facilitating the sharing of this information and Countryside Homes Association request with the Community Development Committee, during the upcoming meeting.

Respectfully,

Kenneth Davis, President
Countryside Homes Association
5808 W. 61st Terrace
Mission, KS 66202

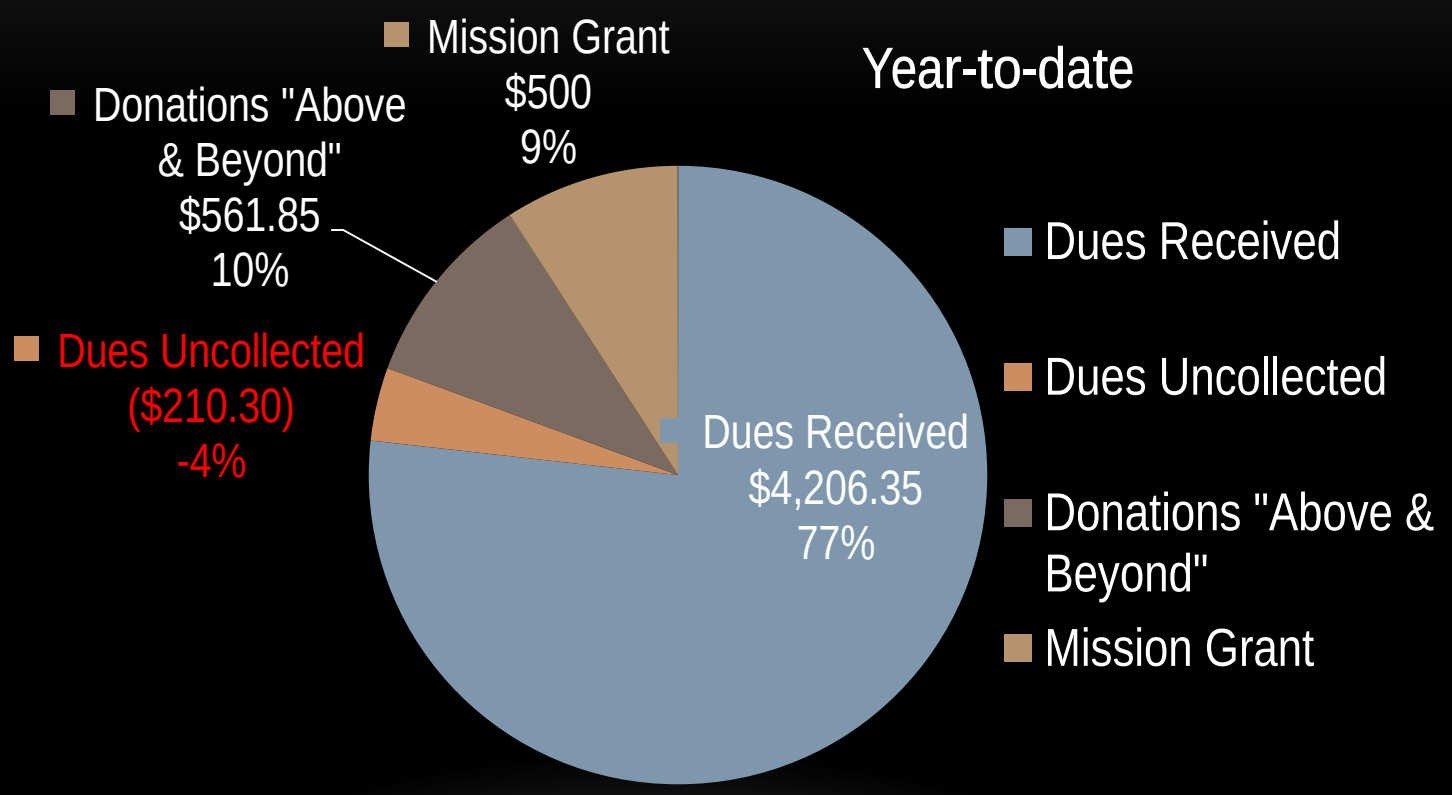
913-669-7095
kdavis@KC.SUREWEST.NET

Attachments included

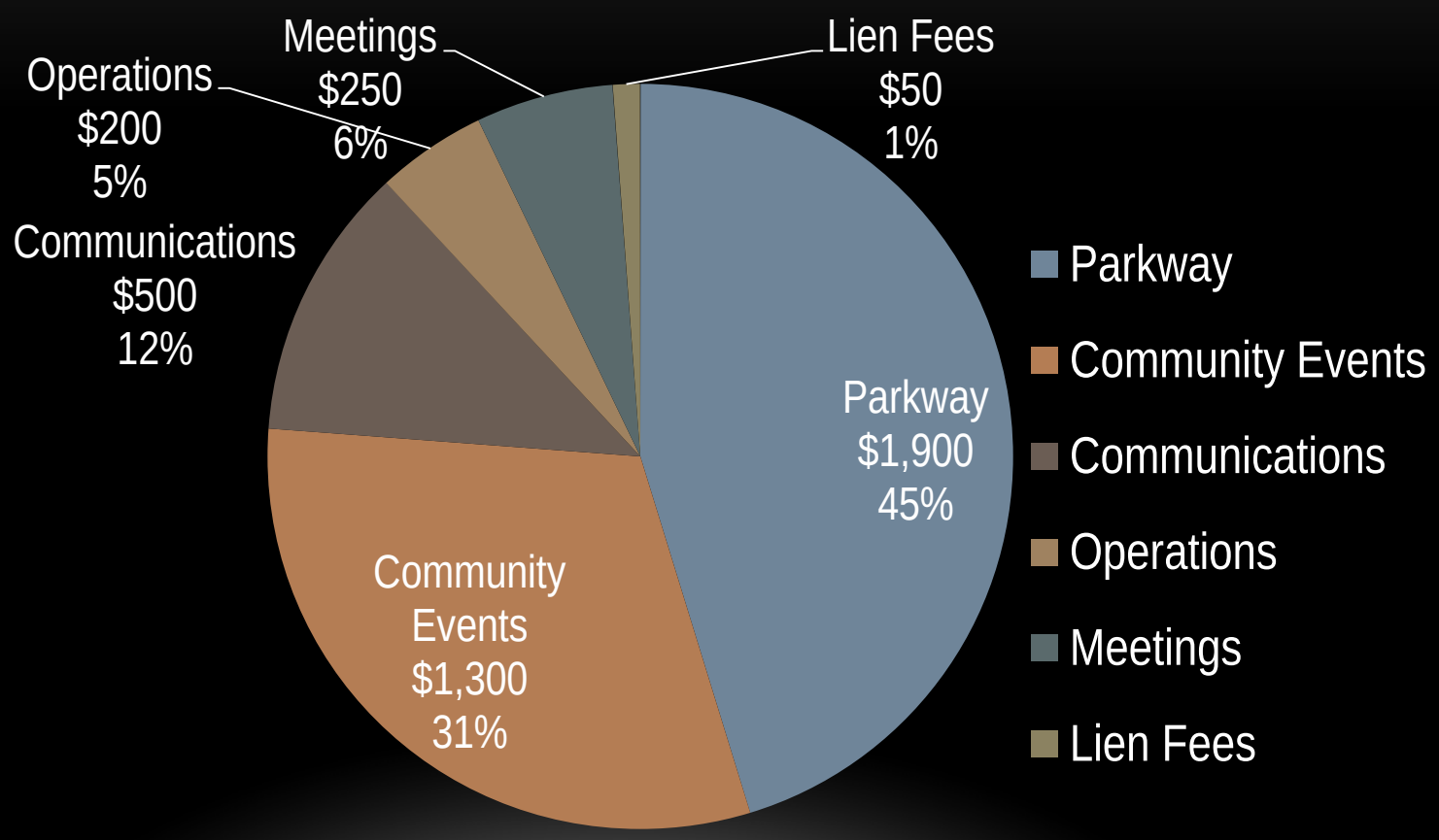
# COUNTRYSIDE HOMES ASSOCIATION

## 2016 Budget

# 2016 COUNTRYSIDE REVENUE BUDGET = $ 4,200

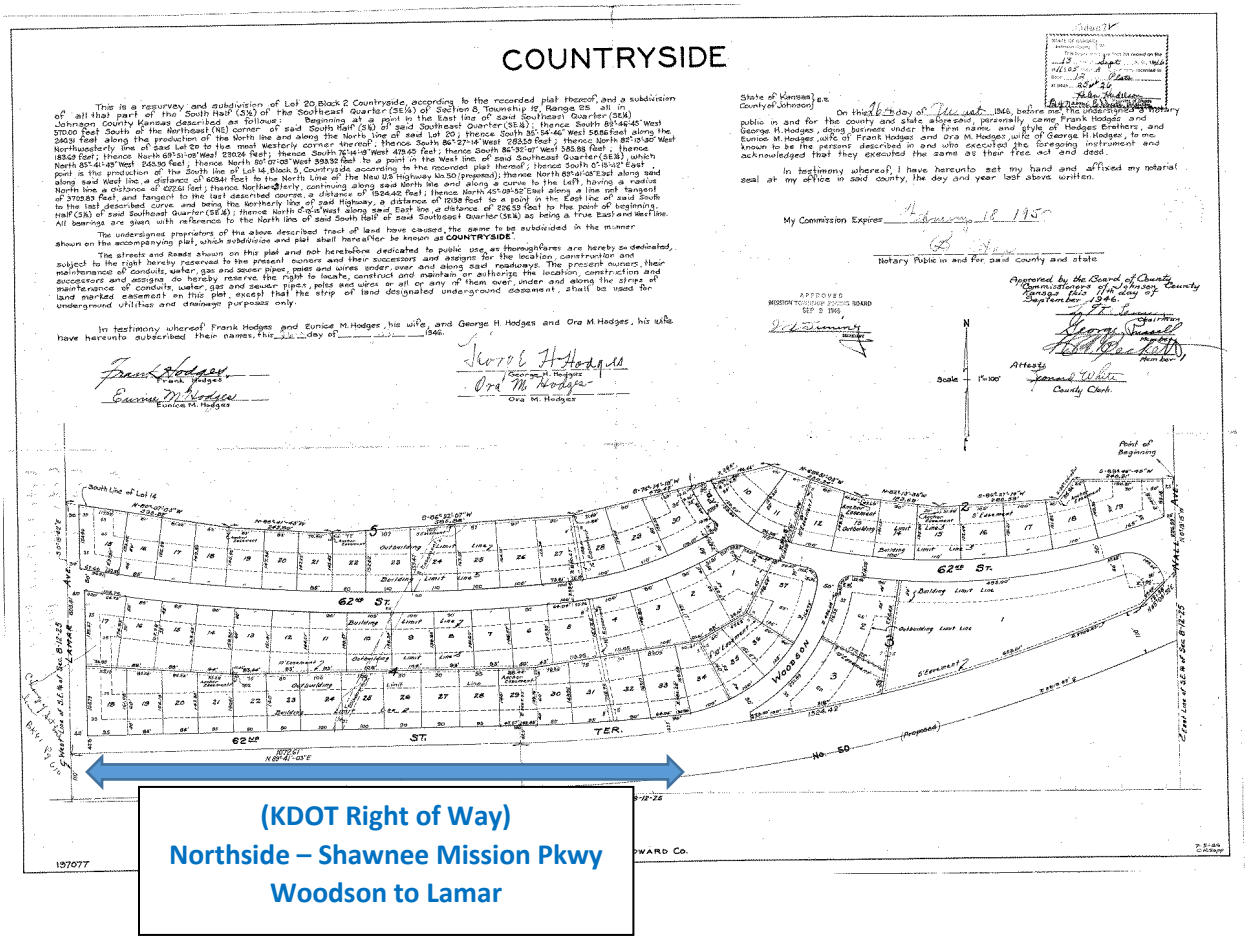


# 2016 COUNTRYSIDE EXPENSE BUDGET = $ 4,200



# Summary Report: Tree Maintenance Requirements

## *by Ken Davis, President of Countryside HOA*




**Background and Scope**

On Saturday, April 9th, 2016 the Countryside Homes Association held its annual "Spring Clean-up", focused along the north side of Shawnee Mission Pkwy of KDOT's Right of Way between Woodson and Lamar. During the clean-up event volunteers noticed several dead redbud trees, one large nearly dead mulberry tree, multiple low-hanging branches hampering mowing, young mulberry trees growing within pine trees, several scrub hackberry trees needing removal, widespread dead branches and abundant poison ivy.

The scope of work was evaluated with the help of five local tree service companies, who personally surveyed the section described in the illustration above during a period from April 9 to May 25, 2016. They were asked to provide best estimates for addressing the problem and submit written bids for completing the tree maintenance project (Attached). Their professional approaches to the project

varied from a "minimalist" (Marrs Tree Sevice) to a thorough "maximalist" (Elite Tree Service) approach. Estimates of time also varied from one day to six days to complete the project.

**Cost Estimates**

The five bids ranged between $1,400 (Lowest) and $10,200 (Highest). The average project cost was $3,038, based on lowest written bids submitted by all five companies. Daily rates varied from $1,400 to $5,350 including equipment, labor and in most cases debris removal. All five companies were able to provide liability insurance certificates.

Countryside Homes Association President, Ken Davis with the assistance of Bill Nichols reviewed the previous history of tree maintenance for comparison, which had been completed in 2014 by Bly's Tree Service for a cost of $1,800.

**Cost Sharing**

In addition to securing bids, Ken Davis held discussions with staff and elected officials from the City of Mission and KDOT area supervisors, to explore their willingness to share the project costs. The City of Mission has an historical policy not to participate in the KDOT Right-of-Way tree maintenance, citing limited tree maintenance budget confined to Mission city streets; and the City has only agreed to monthly parkway mowing's during the growing period. KDOT's Area Superintendent, Drake Jennens, and Highway Maintenance Supervisor, Richard Looper, explained that KDOT will remove dead trees at their expense, however cannot participate in removal of any live trees, unless they pose a hazard to adjacent homes, traffic thoroughfares or pedestrian walkways. They will assess the problem area by the end of June and determine whether the trees in question will be removed.

**Timeframe**

Weather permitting, the project can be scheduled within the next month and is not time-sensitive. The bids are good for 60 days. The Countryside Homes Association Board of Directors will meet to discuss the project on Monday, July 18th and determine the preferred course of action.

**Recommendations**

1. To follow-up with KDOT at the end of June to determine their willingness to remove the dead trees.
2. To request a best offer from the three lowest bids in July, taking into account KDOT's ability to share in the project cost.
3. Present the information(including status update) for Board of Directors' review and approval on Monday, July 18th
4. Pending Board approval contract jointly (KDOT/Countryside) or independently to complete the project.

# Blys Tree Care

PO. Box 3497

Shawnee, KS
66203

(913)262-3710

Blystreecare.com

Jeff@Blystreecare.com

**Kansas Certified Arborist**

**Caring for Gods Creations For 40 Years**

Name Candy side Home Assc

Address 5808 W 61st

Address

Phone1 669-7095

Phone2

Email KDavis@kc.rr.com

Date

Referred by

Owner

Salesman

VISA MasterCard DISCOVER AMERICAN EXPRESS

Family Owned And Operated

- Description Remove Russian olive & mulberry 5800 woodson Cove
  * Remove mulberry & stump 5816 W 62nd (850)
  Remove 2 hedge trees By wall 5816 W 62nd
  Remove Dead mulberry & locust (500) Raise mulberry 5900 W 62nd
  Raise maple Backside 5908 W 62nd
  Raise Pine up to 6 Ft 5916 W 62nd
  Remove leaning Redbud 5922 & stump
  Remove Dead Redbud 6008 (160)
  Raise hackberry Backside 6008
  Raise elm Backside & Remove mulberry 6100
  Remove small splats By Culvert
  Raise Bradford & thin on Cover off 62nd & land

Total $1400

K DAVIS @ KC.SUREWEST.NET

# WORK ORDER

SOLD TO: KEN DAVIS

5808 W 61 TERR
STREET & NO.

MISSION
CITY, STATE ZIP

CELL 669-7095
PHONE

ELITE
Elite Tree Service, Inc.
Jeff Brull, Owner
Professional Tree Service • Trim & Shape, Prune & Remove
Cavities & Cabling • Stump Digging • Trees & Shrubs
*Worker's Compensation & Liability Insurance
406 Pueblo West, Lake Quivira, KS 66217 • 268-6898

DATE 9 APRIL 2016

STARTING AT WOODSON & 62nd TERR IN THE LARGE GRASS AREA BETWEEN SMPKWY & 62nd TERRACE RAISE ALL SMALL CEDAR TREES TO 4' ABOVE GROUND LEVEL RAISE ALL LARGE PINES TO 10 TO 12' ABOVE GROUND LEVEL & CLEANUP ALL MAJOR & OBVIOUS DEAD IN PINES & ALL LARGE TREES SAME THING CUT OUT MAJOR & OBVIOUS DEAD & BROKEN COMPLETE REMOVAL OF 1 LARGE DECAYING MULBERRY TREE BY THE WATER DRAIN AREA ABOUT 70' FROM CORNER OF 62nd TERR & WOODSON CUT OUT ALOT OF SMALL SCRUB TREES 3 TO 4" INCH DIAMETER & & SMALLER RAISE LOW LIMBS ON LARGER TREES TO 15' ABOVE GROUND LEVEL CUT OUT 1 DAMAGED TOP SECTION IN A HACKBERRY TREE IN AREAS WHERE BUSHES ARE THICK & OVERGROWN CUT THEM OUT TO CLEANUP & TIDY UP THE AREA ~~THE~~ HEAVY RAISE ON BRADFORD PEAR AT VERY END OF PROJECT DOWN ON LAMAR STREET CUT OUT ALL DEAD TREES ALSO

3 MEN & EQUIPMENT
~~BOOM~~ BOOM TRUCK & CHIP TRUCK
4 TO 6 DAYS MAXIMUM TOTAL:

**Payment is expected at finish of job - No more than ten days if by mail.**

1,700 PER DAY
8 HOUR WORK DAYS

www.elitetree.com

**Stump Removal**
Grind Stump and roots 5" to 8" below existing ground surface and leave grindings from stump removal in a pile over old stump area.

MAX PRICE 6 DAYS 10,200

**Complete Trim**
Remove deadwood. Remove low hanging limbs. Thin-out, which consists of removal of sucker growth or water sprouts, duplicate limbs and smaller inner limbs. Remove all stubs, rubbing limbs, broken limbs and damaged limbs. All of the above will be flush cuts.

4 DAYS MINIMUM 6,800

**Complete Removal**
Cut tree as close to ground level as possible and haul away debris.

**Top Shape**
Top of tree will be removed down to a specified height. I will suggest a percentage or measurement in feet that will be removed from the tree. All cuts will be at lateral points throughout the tree when possible.

Elite Tree Service not responsible for lawn damage.

Any cancellation after signature 5% charge of total bill. 10% late fee for over 30 days.

X_____
Customer's Signature

# KANSAS CITY TREE CARE

www.kctreecaresite.com

Owner - Zach Johnson

1505 Merriam Lane

Kansas City, KS 66103

Office: (913) 894-4767

Contract submitted for:

Bid Date: _____ Est. Work Date: _____

Name: Ken Davis

Address: Countryside Hoa

Phone: 913 669 7095

- We Carry - Workers Comp. Insurance and General Liability Ins.
- Member of the Better Business Bureau
- Member of the National Arbor Association
- Proposal prepared by ZACH

Equipment Needed

- ☒ Bucket Truck #
- ☐ Claw Truck
- ☒ Chipper Truck
- ☐ Climber #
- ☐ Small Stump Machine
- ☐ Large Stump Machine
- ☐ Vermeer Dingo
- ☐ Crane
- ☐ Other Eq. 5 man Crew

Work 8:00-4:30

Will remove and trim trees as designated along Shawnee Mission Pkwy - Woodson on Lamar ave.

Haul all Debris

Total $3500.00

I _____ agree to have Kansas City TREE CARE do the work contracted above.

Customer's Signature _____

**BID Number** 66555

**BID Date** 4-10-16

# CUSTOMER BID

Country Side Homes C/O Ken Davis
5808 W 61 Terr
Mission , Ks 66202

MARRS TREE SERVICE INC
14025 W 51 Street
Shawnee, Kansas 66216
913-888-0539

Tree work at Shawnee Mission Parkway and Woodson.
Remove 1 mulberry tree, 5 hedge trees, dead redbud trees,1 dead elm tree and volunteer mulberry growing in pine tree to ground level.
Raise 1 mulberry tree, 1 pear tree, 1 hackberry tree and elm trees.
Clean up olive tree by Woodson.
Haul all.
Cut and spray ivy. $2,090.00

PRICE GOOD FOR 60 DAYS.

**Total** **$2,090.00**

Urban TREE Specialists

Rooted in a Greener Future

Countryside HOA
Ken Davis
5808 W 61st Terr
Mission, KS 66202

**Proposal Date:** 4/12/2016
**Work Site:** 5808 W 61st Terr
Mission, KS 66202

**Proposed By:** Bret Cleveland
**Ad Source:** Referral
**Mobile:** 913-669-7095

| Qty | Plant | Location | | Cost |
|---|---|---|---|---|
| 1 | Job Location | | Right-of-way area between Shawnee Mission Pkwy and 62nd Terr from Lamar Ave to Woodson Rd | $0.00 |
| 1 | Misc trees | | All dead, severely declining and hazardous trees throughout area -- Remove to ground level and remove all debris (Does not include removing XL split mulberry unless time permits after all other priorities are completed) | $0.00 |
| 1 | Volunteer tree(s) | | All nuisance volunteer trees throughout areas that are less than 8 inch diameter -- Remove to ground level and treat to not grow back (Majority of trees will be marked prior to performing services) | $0.00 |
| 1 | Misc trees | | Crown raise all deciduous trees to approx 8-10 ft over mowed areas and higher as recommended - Crown raise all trees to at least 14 ft over streets Remove dead/broken limbs 1-2 inch and greater throughout lower 15-20 ft of trees - Remove dead/broken/hazardous limbs 3-4 inch and greater throughout upper canopies of trees (Crown raise majority of trees 4-6 ft from cedars and more desirable trees as time permits) | $0.00 |
| 1 | vines | | All poison ivy, grape and other vines growing up trees throughout the area -- Cut and treat to not grow back | $0.00 |
| 1 | Daily Rate | | Discounted Daily Rate -- 8 man crew (5 Arborists and 3 Arborist Assistants) for 8 hours on-site with bucket truck, chippers capable of grinding 15 inch logs, skid-steers to move debris and additional equipment needed to efficiently perform above listed services | $5,350.00 |
| 1 | Debris | | Haul and Dump of all debris from above services | $250.00 |

Urban TREE Specialists

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| | | | |
|---|---|---|---|
| 1 | Additional Work | All above listed services are guaranteed to be performed even if it takes longer than 8 hours on-site (Unless circumstances change such as additional trees decline/die or severe storm damage that wasn't present when originally walked through.)<br><br>If time permits after above guaranteed services are performed, we will start to prioritize additional work<br>- Crown raise majority of trees 4-6 ft back from cedars and more desirable trees<br>- Weight reduction on heavy or structurally compromised limbs<br>- Smaller deadwood higher in trees<br>- Removal of larger than 8 inch nuisance volunteer trees<br><br>- Not anticipated: Removal of XL split mulberry (To guarantee this services is completed, recommend budgeting $1000.00 to cover additional time and debris removal) ($6,600.00 total budget will guarantee removal of this tree) | $0.00 |

| | |
|---|---|
| **Subtotal:** | **$5,600.00** |
| **Tax:** | **$0.00** |
| **Total:** | **$5,600.00** |

Urban TREE Specialists

Rooted in a Greener Future

**About Urban Tree Specialists:**

- Located north of the river in Kansas City, MO – Service the Greater Kansas City Region
- All Tree Care Operations Shall be completed in compliance with ANSI A300 & Z133.1 Standards
- 7 ISA Certified Arborists on-staff and all services performed by ISA Certified Arborists:
  (Bret Cleveland – MW 4393A, Tony Wendland – MW 4464A, Dustin Branick – MW 4691A, Jeremy Feyh – MW 4738A, Nick Goergen – MW 5275A, Joel Gordon – MW 5506A, Shawn Dewald – MW 5656A)
- CTSP – 2 Certified Tree Care Safety Professionals on staff – Tony Wendland and Joel Gordan
- Licensed and Fully Insured for your protection
- Referral/Customer service driven to provide solutions you trust
- 25 under 25 Award Honoree (2013 - Top 25 Kansas City businesses under 25 employees)

**Mission Statement:**

Provide the highest quality tree care solutions, exceed customer expectations, and offer environmentally friendly services while striving to have an injury/accident free workplace through proper training, professional certification and continuing education.

**Services offered:**

- Tree & Shrub Pruning
- Tree & Stump Removal
- Cabling & Bracing
- Tree Preservation
- Diagnosis & Consultation
- Plant Health Care
  - Insect/Disease Control
  - Tree/Shrub Fertilization

**Affiliations:**

**ISA:** International Society of Arboriculture – Member & Certified Arborists
**TCIA:** Tree Care Industry Association – Member & CTSP
**KAA:** Kansas Arborist Association – Member, Board Member & Certified Arborists
**HAGCSA:** Heart of America Golf Course Superintendents Association – Member
**MAGIC:** Mid-America Green Industry Council – Member
**HTA & TL:** Heartland Tree Alliance & Tree Liberty – Member
**Northland Regional Chamber of Commerce & Parkville Chamber of Commerce:** Member

**Commercial References:** (Residential references also available on request)
**Parkville Parks and Recreation:** Tom Barnard – Parkville, MO (816) 587-2593
**CB Richard Ellis:** Brad Ashley – Kansas City, MO (816) 968-5811
**Stonebridge Outdoor:** Mike Crist – Raymore, MO (816) 322-2586
**Embassy Landscape Group:** Joe Smith – Riverside, MO (816) 436-4194
**Indian Hills Country Club:** Jeff White – Mission Hills, KS (913) 362-4530
**Senior Care Homes:** Jerald Pullins – Overland Park, KS (913) 236-0036

Urban TREE Specialists

Rooted in a Greener Future

**Pruning Standards**

*Urban Tree Specialists* upholds the highest standards in pruning based on the American National Standards Institute (ANSI) A-300 standards and the most current International Society of Arboriculture specifications. Pruning standards and specifications are available upon request. We encourage you to check all company standards, specifications, and current general liability and workers' compensation insurance credentials before any work is performed on your property.

**Types of Pruning**

*Urban Tree Specialists* provides different types of pruning in accordance with the ANSI A-300 standards based on desired outcomes and what is best for the tree. Each situation is unique and may require a combination of pruning types or sometimes removal of trees. Recommendations are based on a tree's long-term health, potential hazards, and overall value to the property. Total cost is also taken into consideration to provide the best solution for your tree care needs. No pruning operations should remove more than 30% of a tree's canopy unless potential detrimental effects are discussed prior to pruning operations. Under no circumstances will topping or intentional detrimental pruning be performed on trees. The following types of pruning are used in *Urban Tree Specialists* tree care operations:

1. **Hazard Reduction Pruning (HRP)** – Objective is to reduce potential danger to a specific target/object caused by visible hazards in a tree. An example would be the removal of deadwood 2" and greater over a park bench or patio.

2. **Maintenance Prune (MP)** – Objective is to develop a sustainable trunk and branch arrangement to improve the structure and longevity of the tree. MP involves the removal of live branches and stems to influence the orientation, strength of attachment and ultimate size of branches and stems. MP also includes Hazard Reduction Pruning, removing dead/diseased limbs of a specified size, and approximately 1/3rd of sucker growth.

3. **Crown Raising (CR)** – Objective is to provide clearance from a specific object such as the ground, house/roof, another tree or simply line of sight to an area. No limbs will be stubbed off.

4. **Crown Thinning (CT)** – Objective is to allow additional sunlight or a filtered view of an area. It is generally performed first by MP of a tree, but can include additional pruning to reduce the density of live branches in a tree. Proper thinning retains crown shape and should provide an even distribution of foliage throughout the tree.

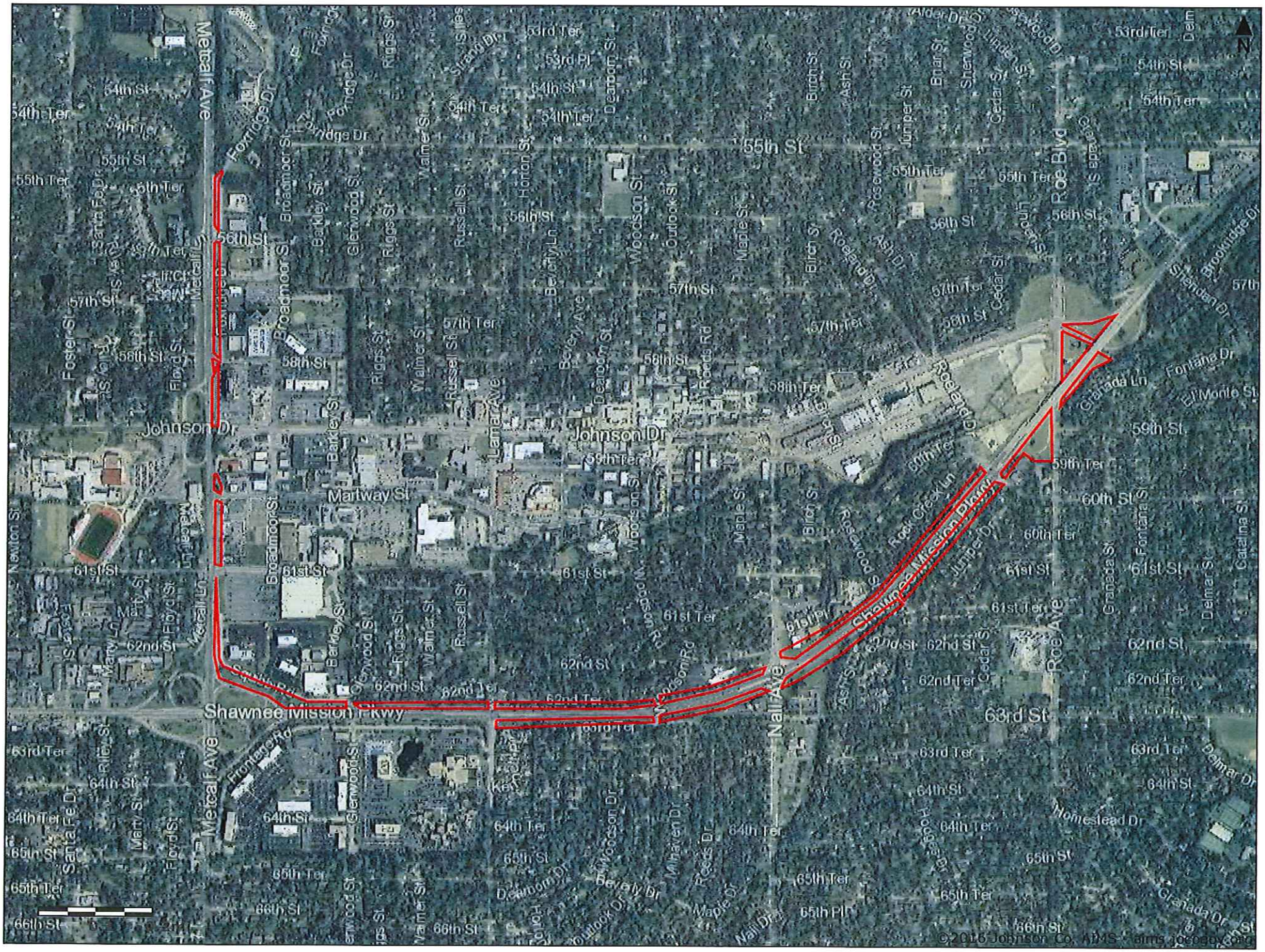
5. **Crown Reduction (CRD)** – Objective is to reduce the overall height and/or spread of a tree/shrub. Reduction is performed by the selective removal/reduction of branches and stems. Crown reduction is accomplished by reducing back to appropriate sized limbs that can support growth. Topping/heading can only be performed with shrubs.

6. **Vista Pruning (VP)** – Pruning to enhance a specific view without jeopardizing the health of the tree. This pruning can include multiple pruning techniques such as thinning, reducing, and raising.

7. **Subordinating/Single Stem Development (SS)** -- Routinely performed with Maintenance Pruning, specific sections/stems/limbs greater than 1/3rd the diameter of the main stem are reduced to slow the growth rate of the limb and likelihood of major damage during storms. The specific section/limb will be reduced to a secondary, smaller branch/limb that can support growth and will not be headed/topped/stubbed.

8. **Girdling Root Inspection (GR)** -- Objective is to ensure proper root development of the tree. GR involves removing soil to expose the root flare if possible, as well as cutting and removing any smaller roots wrapped around the trunk. Larger roots will only be cut if they will inevitably cause decline or death of the tree.

9. **Weight Reduction (WR)** – Objective is to reduce the overall weight on a specific limb or section. Generally performed through Subordinating/Single Stem Development by cutting large/heavier limbs back to upright limbs 1/3rd the diameter of the branch/stem that can support growth of the limb.


Metcalf Ave
Johnson Dr
Martway St
Shawnee Mission Pkwy
55th St
56th St
57th St
58th St
59th St
60th St
61st St
62nd St
63rd St
64th St
65th St
66th St
Nall Ave
Roe Blvd
Roe Ave
Lamar Ave
Broadmoor St
Barkley St
Glenwood St
Rigg St
Walmer St
Russell St
Horton St
Beverly Ave
Dearborn St
Woodson St
Outlook St
Maple St
Birch St
Ash St
Juniper St
Briar St
Sherwood St
Cedar St
Rosewood St
Roeland Dr
Rock Creek Ln
Shawnee Mission Pkwy
Granada Ln
Fontana Dr
El Monte St
Shenden Dr
Brookridge Dr
Homestead Dr
Delmar Dr
Granada Dr
Fontana St
Granada St
Foster St
Floyd St
Marty St
Santa Fe Dr
Newton St
Fontana Rd
Kenneth Rd
Woodson Rd
Reeds Rd
Mihaven Dr
Beverly Dr
Dearborn Dr
Nall Dr
Maple Dr
Juniper Dr
Rock Creek Ln
Fontana Dr
Fontana St
Granada St
Delmar St
Galena St
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| City of Mission | Item Number: | 8. |
|---|---|---|
| ACTION ITEM SUMMARY | Date: | May 25, 2016 |
| Administration | From: | Laura Smith |

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

**RE:** Real Estate Purchase and Pre-Development Agreement (Brinshore Development) for City Owned Property at 7080 Martway Street

**RECOMMENDATION:** Approve the Resolution authorizing the Mayor to execute a cancellation and mutual release agreement between the City and Brinshore Development, LLC.

**DETAILS:** The City was recently notified by Brinshore Development, LLC that they were not awarded 2016 Low Income Housing Tax Credits for the "Herald Corner" project. As such, they have requested that the existing real estate purchase and pre-development agreement for the former Neff property be cancelled.

The Resolution approves this action and authorizes the Mayor to execute a cancellation and mutual release agreement, to accomplish this. Per the existing agreement, the City will retain $22,500 of the earnest funds previously deposited by Brinshore to be applied to the cost of demolition of the structure.

Staff will prepare and present a report for the July 6th Committee meeting that outlines options the Council may wish to pursue regarding the property.

**CFAA CONSIDERATIONS/IMPACTS:** N/A

| Related Statute/City Ordinance: | N/A |
|---|---|
| Line Item Code/Description: | N/A |
| Available Budget: | N/A |

**RESOLUTION NO. _____**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CANCELLATION AND MUTUAL RELEASE AGREEMENT BETWEEN THE CITY OF MISSION, KANSAS ("CITY") AND BRINSHORE DEVELOPMENT, LLC ("BRINSHORE") TO TERMINATE A REAL ESTATE PURCHASE AND PRE-DEVELOPMENT AGREEMENT.**

WHEREAS, the City and Brinshore entered into that certain "Real Estate Purchase and Pre-Development Agreement ("Agreement") on March 19, 2014, which Agreement was amended on July 1, 2014, August 1, 2014 and July 28, 2015; and

WHEREAS, pursuant to Section 6(b) of the Agreement, Brinshore has asked that the Agreement be terminated and the refundable portion of the earnest money deposit made by Brinshore be returned to it; and

WHEREAS, City is willing to allow Brinshore to terminate the Agreement by excuting the Cancellation and Mutual Release Agreement ("Release") attached as Exhibit "A" and made a part hereof by reference.

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

SECTION ONE The City of Mission, Kansas, a municipal corporation, does hereby approve and authorize the Mayor to execute the Release attached hereto as Exhibit "A", and made a part hereof by reference.

SECTION TWO This resolution shall become effective upon adoption by the Governing Body.

PASSED by the City Council this 15th day of June, 2016.

APPROVED by the Mayor this 15th day of June, 2016.

CITY OF MISSION, KANSAS

_____
Steve Schowengerdt, Mayor

ATTEST:

_____
Martha Sumrall, City Clerk

APPROVED AS TO FORM ONLY:

_____
David K. Martin, City Attorney

Exhibit "A"

# CANCELLATION AND MUTUAL RELEASE AGREEMENT

That certain Real Estate Purchase and Pre-Development Agreement, dated March 19, 2014, between City of Mission, Kansas, a Kansas municipal corporation ("Seller"), and Brinshore Development L.L.C., a Kansas limited liability company ("Buyer"), concerning property described as:

TRACT 1:

Starting at the Northwest Corner of the Southwest Quarter of Section Eight (8), Township Twelve (12) South, Range Twenty-five (25) East; thence South on the West line of said Section Eight (8) a distance of 402.18 feet, thence South 89 degrees, 35 minutes East 41.19 feet to point of beginning; thence South 89 degrees, 35 minutes East 135.17 feet; thence North 18 degrees, 17 minutes East 110.66 feet; thence North 89 degrees, 41 minutes West 135.17 feet to a point on a curve having a radius of 470.5 feet; thence Southwest along said curve a distance of 111.13 feet to the point of beginning. In above description the West line of said Section Eight (8) has a bearing of North 0 degrees, 0 minutes East, Johnson County, Kansas.

TRACT 2:

Starting at the Northwest corner of the Southwest Quarter of Section Eight (8), Township Twelve South (12S), Range Twenty-five East (25E), in Johnson County, Kansas, thence South on the West line of said Quarter Section 402.18 feet, thence South 89 degrees, 35 minutes East 41.19 feet to point of beginning which point is on a curve having a radius of 470.5 feet thence continuing on said course South 89 degrees, 35 minutes East 135.17 feet, thence South parallel to the West line of said Quarter Section Ten (10) feet, thence North 89 degrees, 35 minutes West 137.19 feet to a point on said curve having a radius of 470.5 feet, thence Northeasterly on said curve 10.21 feet to point of beginning.

EXCEPT FOR THAT PART OF TRACTS 1 AND 2, DESCRIBED AS FOLLOWS:

A tract of land in the Southwest Quarter of Section 8, Township 12 South, Range 25 East of the 6th P.M., described as follows: Starting at the Northwest Corner of said Quarter Section; thence South along the West line 412.18 feet, thence South 89°, 35' East, 39.17 feet to a point of beginning, said West line having an assumed bearing of South 00°, 00' West; thence South 89°, 35' East, 10.8 feet along the Easterly right of way lien of the existing highway; thence North 00°, 00' East, 44.1 feet to said right of way line; thence Southwesterly on a curve of 470.5 feet radius to the left, along said right of way line, to the place of beginning AND FURTHER EXCEPT any part taken, used or dedicated for roads or public rights of way.

TRACT 3:

Beginning at a point 412.18 feet South of and 80 feet East of the Northwest corner of the Northwest Quarter of the Southwest Quarter of Section 8, Township 12, Range 25, in the City of Mission, Johnson County, Kansas; thence East 96.36 feet; thence South 187.91 feet; thence West 96.36 feet to a point 80 feet East of the West line of said Quarter Quarter Section; thence North 187.91 feet to the point of beginning.

TOGETHER WITH:

Use of Three designated parking places as provided in the instrument labeled "Easement Agreement" filed in Book 200410, Page 006754.

TRACT 4:

Beginning at the Northwest corner of the Southwest Quarter of Section 8, Township 12, Range 25, in the City of Mission, Johnson County, Kansas; thence East 376.67 feet on the North line of said Quarter Section using said North line as a due East and West course; thence South 47.21 feet; thence South 15 degrees 54' 30" East for a distance of 150 feet; thence South 63 degrees 07' 30" West for a distance of 221.68 feet to the point of beginning of the tract of land hereinafter described; thence South 52 degrees 46' 30" West for a distance of 7.89 feet to the Northeast corner of the property now owned by Loyd Neff and Ethelyn S. Neff; thence West 135.17 feet to the Easterly road right of way; thence Northeasterly on the Easterly road right of way for a distance of 120.32 feet to the Southwesterly corner of the property now owned by Kenneth H. Martin; thence South 38 degrees 26' 30" East 122.00 feet to the point of beginning.

EXCEPT
All that part of the Southwest Quarter of Section 8, Township 12, Range 25, in the City of Mission, Johnson County, Kansas, more particularly described as follows:
Commencing at the Northwest corner of the Southwest Quarter of said Section 8; thence South 89 degrees 47' 38" East measured (North 90 degrees East deeded), along the North line of the Southwest Quarter of said Section 8, a distance of 376.67 feet; thence South 0 degrees 12' 22" West measured (South 0 degrees East deeded), along a line perpendicular to the North line of the Southwest 1/4 of said Section 8, a distance of 47.21 feet; thence South 15 degrees 42' 08" East measured (South 15 degrees 54' 30" East deeded), a distance of 150 feet; thence South 63 degrees 19' 52" West measured (South 63 degrees 07' 30" West deeded), a distance of 221.68 feet; thence South 41 degrees 38' 37" West measured (South 52 degrees 46' 30" West deeded), a distance of 0.51 feet; thence North 38 degrees 14' 08" West measured (North 38 degrees 26' 30" West deeded), a distance of 40.96 feet, to the true point of beginning of subject tract; thence continuing North 38 degrees 14' 08" West, a distance of 80.18 feet, to a point on the Easterly line of an existing road right of way, as now established; thence Southwesterly along the Easterly line of said road right of way, said line being on a curve to the left, having a radius of 470.50 feet, a central angle of 5 degrees 29' 27' and whose initial tangent bearing is South 40 degrees 26' 32" West, a distance of 45.09 feet; thence South 70 degrees 30' 36" East, a distance of 81.88 feet, to the true point of beginning of subject tract.

AND EXCEPT

All that part of the Southwest Quarter of Section 8, Township 12, Range 25, in the City of Mission, Johnson County, Kansas more particularly described as follows:
Commencing at the Northwest corner of the Southwest Quarter of said Section 8; thence South 89 degrees 47' 38" East measured (North 90 degrees East'deeded), along
the North line of the Southwest Quarter of said Section 8, a distance of 376.67 feet; thence South 0 degrees 12' 22" West measured (South 0 degrees East deeded),
along a line perpendicular to the North line of the Southwest Quarter of said Section 8, a distance of 47.21 feet; thence South 15 degrees 42' 08" East measured (South 15 degrees 54' 30" East deeded), a distance of 150 feet; thence South 63 degrees 19' 52" West measured (South 63 degrees 07' 30" West deeded), a distance of 221.68 feet; thence South 41 degrees 38' 17" West measured (South 52 degrees 46' 30" West deeded), a distance of 0.51 feet; thence North 38 degrees 14' 08" West measured (North 38 degrees 26' 30" West deeded), a distance of 40.96 feet, to the true point of beginning of subject tract; thence continuing North 38 degrees 14' 08" West a distance of 80.18 feet, to a point on the Easterly line of an existing road right of way, as now established; thence Northeasterly, along the Easterly line of said road right of way, said line being on a curve to the right having a radius of 470.50 feet, a central angle of 0 degrees 03' 44' and whose initial tangent bearing is North 40 degrees 26' 32" East, a distance of 0.51 feet; thence South 38 degrees 14' 08" East, measured (South 38 degrees 26' 30" East deeded), a distance of 80.29 feet; thence South 52 degrees 47' 20" West, a distance of 0.50 feet, to the true point of beginning subject tract.

TRACT 5:

COMMENCING AT THE NORHTWEST CORNER OF THE SOUTHWEST Quarter OF SECTION 8, TOWNSHIP 12 SOUTH, RANGE 25 EAST, IN THE CITY OF MISSION, JOHNSON COUNTY, KANSAS; THENCE SOUTH, ALONG THE WEST LINE OF SAID SECTION 8, 402.18 FEET; THENCE SOUTH 89°, 35', 00" EAST, 176.36 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 18°, 17', 00" EAST, 110.66 FEET; THENCE NORTH 52°, 27', 30" EAST 7.89 FEET; THENCE NORTH 63°, 16', 01" EAST, 41.24 FEET; THENCE SOUTH 163.00 FEET; THENCE NORTH 89°, 35', 00" WEST, 77.81 FEET; THENCE NORTH 34.00 FEET TO THE POINT OF BEGINNING.

TRACT 6:

All that part of the Southwest Quarter of Section 8, Township 12, Range 25, now in the City of Mission, Johnson County, Kansas, more particularly described as follows:
Commencing at the Northwest corner of the Southwest ¼ of said Section 8; thence South 89 degrees, 47 minutes, 38 seconds East, along the North line of theSouthwest Quarter of said Section 8, a distance of 590 feet, to a point on the centerline of Broadmoor, as now established; thence South 0 degrees, 12 minutes, 22 seconds West, along the centerline of said Broadmoor, a distance of 285 feet; thence North 89 degrees, 47 minutes, 38 seconds West, along a line parallel to the North line of the Southwest Quarter of said Section 8, a distance of 235 feet to the true point of beginning of subject tract; thence North 82 degrees, 50 minutes, 36 seconds West, a distance of 98.89 feet, to the Northeast corner of a tract of land as conveyed in Warranty Deed as filed in Volume 896 at Page 655 in the Office of the Register of Deeds of Johnson County, Kansas, said point also being 255.16 feet East of the West line of the Southwest Quarter of said Section 8, thence South 0 degrees, 08 minutes, 36 seconds East along the East line of said Warranty Deed and along a line 255.16 feet East of and parallel to the West line of the Southwest Quarter of said Section 8, a distance of 163.44 feet measure (163 feet Deed), to the Southeast corner of said Warranty Deed; thence South 89 degrees, 43 minutes, 36 seconds East, a distance of 107.17 feet; thence North 0 degrees, 12 minutes, 22 seconds East, a distance of 21.60 feet; thence North 89 degrees, 47 minutes, 38 seconds West, a distance of 10 feet; thence North 0 degrees, 12 minutes, 22 seconds East, a distance of 130 feet, to the true point of beginning of subject tract.

is hereby declared mutually terminated and each party releases the other party from any obligation to consummate the sale or purchase of said property.

The parties hereby instruct CHICAGO TITLE COMPANY, LLC to release the escrow deposit of $50,643.90 to:

$22,500.00 to SELLER

$28,143.90 to BUYER

And release CHICAGO TITLE COMPANY, LLC from any obligation or liability with respect to the title commitment or earnest money escrow.

SELLER:
City of Mission, Kansas, a Kansas municipal corporation

By_____

DATED:_____

BUYER:
Brinshore Development L.L.C., a Kansas limited liability company

By_____

DATED: _____

| City of Mission | Item Number: | 9. |
|---|---|---|
| **DISCUSSION ITEM SUMMARY** | Date: | 5/27/2016 |
| **PUBLIC WORKS** | From: | Laura Smith & Glen Cole |

Discussion items allow the committee the opportunity to freely discuss the issue at hand.

**RE:** Safe Routes to School Phase II Infrastructure Grant Application

**DETAILS:** The Mid-America Regional Council's most recent call for federal transportation projects closed March 25, 2016. Although the Safe Routes to School Phase I Study was not yet completed, staff worked with Olsson Associates to expedite the preparation of the study's infrastructure improvements, in order to apply for grant funding for recommendations included in the final report. The City's next opportunity to receive funding for a recommended project would have been in 2018 with scheduled construction in 2021 or 2022.

Specifically, staff selected three projects that were larger in scale than the City's typical maintenance project size; ready for construction with a minimum of additional design or planning effort; and likely to be scored favorably under MARC's grant selection criteria:

- The installation of **bike lanes** running the length of Lamar Avenue, which benefit bicyclists, reduce traffic speeds, and increase separation between cars and pedestrians;
- **Crosswalk improvements**, including the installation of a flashing pedestrian signal beacon (RRFB) at 63rd and Nall (benefitting Highlands Elementary); and
- **Crosswalk improvements**, including the installation of a flashing pedestrian signal beacon (RRFB), at 53rd and Outlook (benefitting Rushton Elementary).

The total estimated cost for these improvements is $151,187, with proposed construction in 2019. The maximum award the City may receive would be $120,000, or about 80% of total cost. The City may ultimately receive less than 80%, as it is common for the evaluation committee to assign a uniform reduction to every applicant's award in order to fund additional projects.

This year's Call for Projects is highly competitive. The dollar amount of applications exceeded available funding by 396%, or about $4 in funding was requested for each $1 in funding available. As of mid-May, the City's application is the highest scoring proposal in either Kansas or Missouri. While rankings can change significantly, staff believes it is likely that the City's application will receive funding. Staff will continue to monitor the grant process and, if successful, will tentatively plan for the City's funding in the 2017-2021 Community Investment Program (CIP) that will be developed in connection with our annual budget process.

This item is informational only, and no action by the Committee is necessary at this time.

**CFAA IMPACTS/CONSIDERATIONS:** The proposed projects directly support the Communities for All Ages checklist, which states that the City should "consider the needs of persons of all ages in the siting, design, and development of public spaces [...including…] walkways [and] streetscapes", and that the City should "plan and construct bike and pedestrian facilities to maximize use and safety for all users."

| | |
|---|---|
| Related Statute/City Ordinance: | N/A |
| Line Item Code/Description: | N/A |
| Available Budget: | N/A |

MARC
MID-AMERICA REGIONAL COUNCIL

MARC Transportation Department
2016 Call for Projects

# Summary of Mission Safe Routes to School Phase II Facilities

Logout

## Mission

### Contact Information

| | |
|---|---|
| Organization: | Mission |
| Contact person: | Glen Cole |
| Title: | Management Assistant |
| Phone: | 9136768365 |
| E-mail: | gcole@missionks.org |
| Organization address: | 6090 Woodson St<br>Mission, KS 66212 |

### General Information

| | |
|---|---|
| G8.1 Project title: | Mission Safe Routes to School Phase II Facilities |
| G8.2 Project description: | To improve pedestrian safety to and from Missions schools in response to the Citys SRTS Phase I Study, the project retrofits bike lanes and sharrows to both sides of Lamar Ave (from Foxridge Dr to Shawnee Mission Pkwy), and installs Rapid Rectangular Flashing Beacons (RRFBs) and related ADA improvements for crosswalks located at Nall & 63rd and Outlook & 53rd. |
| G8.3 Project contact: | John Belger Public Works Director 913-676-8381 jbelger@missionks.org |
| G1. Project Type: | Non-Motorized Transportation - Facilities and SRTS Infrastructure |
| G2. Funding Stream: | TAP |
| G3. TIP Number: | |
| G4. State: | Kansas |
| G5. Project county: | 1. Johnson |
| G6. Project municipality: | 1. Mission |
| G7. Multiple agencies / jurisdictions? | No<br>N/A |
| G8.4 Purpose and need: | The project implements three key proposals to improve student safety from the Citys SRTS Study. 1. Retrofit Lamar Ave (Major Collector) with bike lanes (sharrows S of Johnson Dr.) from Foxridge (I-35) to Shawnee Mission Pkwy for travel to Rushton Elem, Horizons High, and SM North High. In addition to bicycle benefits, this reduces lane width (and travel speed) and increases lateral separation of cars and adj. sidewalks. 2. Install a RRFB at Nall Ave (Minor Arterial) & 63rd Ter for crossings to Highlands Elem. The crosswalk is a key student route, but has high vehicle traffic |

from Shawnee Mission Pkwy. This will significantly improve pedestrian visibility and safety. 3. Install a RRFB and ADA improvements at 53rd St & Outlook St for crossings to Rushton Elem and Waterworks Park. The crosswalk is controlled by an unwarranted pedestrian-triggered stoplight that does not meet MUTCD or ADA standards. This provides an accessible crossing compliant with current standards.

**G9. Origin and ending**

| | |
|---|---|
| Route: | Lamar Ave |
| From: | Foxridge Drive |
| To: | Shawnee Mission Boulevard |
| Length (Miles): | 2.01 |
| G10. Functional Classification: | Minor Arterial |
| G11. In Transportation Outlook 2040? | No Decade: --Select-- |
| G12. Muli-Agency Plan? | Yes<br>While pursued primarily by the City of Mission, the final Study is expected to include proposed improvements within the City of Overland Park and the City of Prairie Village. Additionally, certain proposed improvements affect Shawnee Mission Parkway, which is controlled and maintained by KDOT. The City will work cooperatively with these agencies with the goal of implementing all improvements recommended in the Safe Routes to School study and furthering the programs goals. |
| G13. Included in a CIP? | Yes<br>The final SRTS study and full list of improvements are pending, but could not be finalized prior to the application deadline for this Call for Projects. The City desires to pursue these high-impact projects prior to the next proposal period for federal funds (funding availability in 2021 or later). In the immediate future, the City intends to formally adopt the final recommendations of the SRTS study by Resolution. This summer, the City will schedule this project and selected other recommendations - among at least 17 other small-scale infrastructure projects estimated to cost over $250,000 in the aggregate - in the Citys Streets CIP upon its annual revision. The studys other infrastructure recommendations would be implemented with predominantly local funding. The City will also explore opportunities for SRTS safety, education, and encouragement programming with Shawnee Mission School District and other community partners after the study is finalized. |
| G14. Planning stage: | Preliminary Plan |
| G15. Reviewed by state DOT? | No |
| G16. Right-of-Way acquisition: | All acquired or none needed |
| G17. ROW by local public agency process manual? | Yes |
| G18. Other unique local goals and objectives? | Yes<br>The City is an active participant in MARCs Communities for All Ages (CFAA) initiative, and currently has been recognized at the bronze level for participation. This project supports two key items on the CFAA checklist: 1-B, which states that "the city plans and constructs bike and pedestrian facilities to maximize use and safety for all users," and 3-B, which states that the city "is taking steps to implement [a Complete Streets] policy." The Citys comprehensive plan contains multiple goals designed to enhance alternate modes of transportation generally, as well as pedestrian and bicycle traffic specifically. |
| G19. Transportation Disadvantaged Population: | In addition to serving an identified Environmental Justice Tract (see G25), a mix of affordable high-density multifamily housing is located on Foxridge Ave and, following the completion of CIP improvements in 2019/2020, would have connected bike-ped facilities to the Lamar improvements. Additionally, elementary students on the street and in the area attend Rushton Elementary - often by travelling to the RRFB crosswalk proposed on 53rd Street. Notably, in this Census |

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| | tract (Tract 503.01): *4% (98 households) do not own any vehicle (ACS 2014 File #B08201) *6% of all residents identify as Latino/a (ACS 2014 File #DP05) *14.8% of all residents identify as Black (ACS 2014 File #DP05) *10.7% of all residents live below the poverty line (ACS 2014 File #DP03) More broadly, Johnson County UCS identifies Mission as having the highest rate of low- and medium- income households in urban Johnson County (3rd highest overall). Most households within half a mile of the improvements are in CDBG-eligible areas (see attached map). With few exceptions, virtually any household in the City could directly benefit from at least one of the proposed improvements in this project. |
| G20. Relevant Public Engagement: | The project emerged from public engagement for the Citys Safe Routes to School Phase I study. Engagement included public meetings for school district parents, focus groups with high school students, walking tours surrounding each school, and key person interviews with members of the school district and the community. Notably, staff and the Citys consultants engaged directly with a large number of parents at Rushton Elementary and students at Horizons High that primarily used non-vehicle transportation. Additionally, the study was publicized in a quarterly release of the Citys Mission Magazine including contact information for readers to submit comments. Barriers and deficiencies identified through this engagement led directly to the solutions recommended by the study, including the facilities included in this project. These facilities were not previously planned or contemplated by the City. |
| G21. Planned Public Engagement: | The City will continue to engage with the school and community partners identified in G20 throughout the implementation of the Safe Routes to School Study recommendations, including this project. |
| G22. Sustainable Places Criteria: | ----Active Transportation/Living---------- Complete Street Design---Connected Street Network---Context Appropriate Streets------- ----------Integrated Trail System--- ---------Pedestrian-Oriented Public Realm--- ---------- ------ |
| G22.1. Describe CSP relationship: | The project improvements would support Active Transportation to local activity centers, Complete Street Design (as further explained in G30.2), and the creation of a Pedestrian-Oriented Public Realm ("minimize exposure to moving vehicles"; "pay special attention to improving crosswalks[...]"). The project improvements provide connections among the Citys Rock Creek Trail (part of the Shawnee Mission Parkway MetroGreen trail), the vicinity of the planned Turkey Creek MetroGreen trail, Waterworks Park, and Streamway Park. Connected Street Network: The project increases bike-ped access throughout the city and to multiple transit stops; it also provides safe mid-block connections at key destinations (schools, parks). Context Appropriate Streets: Lamar serves as a major north-south route, as a residential street, and as a access route to Rushton Elem. for young students. The project balances these competing interests and users while remaining feasible in the areas difficult terrain. |
| G23. Implements Sustainable Places Initiatives? | No<br>N/A |
| G24. Serves Regional Activity Center? | Yes<br>Highest-Intensity and Most-Walkable Centers Lamar Avenue is a key north-south link through Mission, and connects to the Citys non-motorized, pedestrian-realm facilities in downtown Johnson Drive (the Citys major activity center). The increased non-motorized travel enabled by this project will directly increase the centers connectedness to Missions neighborhoods, and produce health benefits for activity center users. Future connections utilizing Lamar may multiply this effect. The RRFB installations may promote walking generally throughout the City, including to activity centers. Travel to schools is a routine trip for many households, and walking enhancements to this key destination may spillover to continue the trip on foot to other destinations, including those within defined activity centers. Additionally, the RRFB on Nall - itself within an activity center - will directly promote pedestrian access to the east side of the Johnson Drive activity center. |
| G25. Environmental justice tracts? | Yes<br>The northwest quadrant of Mission - west of Lamar Ave and North of Johnson Drive - is classified as an environmental justice tract. For residents in this area, Lamar is |

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|---|---|
| | the primary route for north-south travel within the City and to adjacent communities. The installation of bike lanes and consequent increase in pedestrian buffer and decrease in vehicle speeds will significantly improve non-motorized access to the tract, especially when paired with the Citys planned non-motorized improvements to Foxridge Drive in 2017/2018 (within the tract). During public engagement for the Safe Routes to School study, multiple residents living west of Lamar identified 53rd Street as a primary route they used to access Waterworks Park and, through the park, Rushton Elementary. The RRFP installation on 53rd Street (connecting to Waterworks Park) improves access between the tract and these key destinations for non-motorized travellers. |
| G26. Reduces greenhouse gas emissions? | Yes<br>The project increases safety and connectivity for non-motorized travel, and is expected to support mode shift from motorized to non-motorized travel for short neighborhood travel to nearby shopping centers, parks and recreational facilities, and schools. In particular, increasing the safety and attractiveness of these selected corridors may lead to substantial reductions in vehicle transit to and from the schools studied in the Citys first phase of Safe Routes to School participation. These short-haul trips are among the least efficient and most avoidable trips for local residents. Travel to schools is a routine trip for many households, and enhancing the attractiveness and accessibility of non-motorized travel to this key destination may spillover into choosing to continue a trip on foot to other destinations. Supporting data to estimate reductions empirically is provided later in this application. |
| G27. Natural Resource information: | N/A. Project solely adds pedestrian facilities to existing roadways in fully developed areas. |
| G28. Community Links at Watershaed Scale: | N/A. Project solely adds pedestrian facilities to existing roadways in fully developed areas. |
| G29. Explain local land use or comprehensive plans: | The Citys comprehensive plan contains multiple goals designed to enhance alternate modes of transportation generally, as well as pedestrian and bicycle traffic specifically. |
| G30.1 Complies with MARC's CSP? | Yes |
| G30.2 Exception to the MARC CSP? | No The project consists exclusively of facilities that support the goals of MARCs Complete Streets Policy. Bike lanes are specified as a Complete Street strategy in MARCs Complete Street Handbook, as are reduced lane widths, which would be a definite consequence of the bike lane addition. While the Handbook does not specify RRFBs as a strategy specifically, these installations support the goals of the Complete Streets Policy. More broadly, the Handbook also contemplates similar crosswalk improvements (i.e. Pedestrian Countdowns, Accessible Pedestrian Signals, Leading Pedestrian Intervals) as valid strategies supportive of Complete Streets. |

**Traveler Type (All Ages & Abilities)**

Pedestrians:

Mobility Aids:

Bicyclists:

Transit Riders:

Cars:

Trucks:

Motorcycles:

Buses:

Green Streets:

## Project Financial Information

| | |
|---|---|
| TAP Federal amount: | 120 (Thousands of $) |
| TAP Match amount: | 31 (Thousands of $) |
| TAP Year requested: | 2019 |
| Source of Local Match: | Missions 0.25% sales tax dedicated for street projects. |
| Explain: | N/A. |
| Scope Change: | Project can be phased across 2019/2020 without difficulty ($86k spend for bike lanes, $65k for RRFBs). The City would prefer to keep the RRFB installations paired in the same funding year to accomplish that work with a single bid and installation contractor. |

**Cost Breakdown:**

| | |
|---|---|
| Highway: | 0 % |
| Transit: | 0 % |
| Bike: | 57 % |
| Pedestrian: | 43 % |
| Other: | 0 % |

## Additional Information for Bicycle/Pedestrian Projects

| | |
|---|---|
| C2.1 Connectivity improvement: | Improves access to public transit Removes a major barrier to travel |
| C2.2 Access to transit? | Yes |
| C2.2 Boardings: | 73 |
| C2.2 Project subclassification: | Bikeways |
| C2.3 Other subclassification: | Pedestrian Facilities |
| C2.4 Who will the bikeway/facility serve? | Cyclists on-streets |
| C2.5 Reason proposed: | N/A. (C2.3 Note - KCATA only had average daily ridership available for Route 546, including the 51st and Lamar stop. There is no weekday boarding count or estimate available for the specific stop in question.) |
| C2.6 facility length: | 2.01 miles |
| C2.7 facility composition: | Asphalt |

**C2.8 Vehicular Average Daily Travel (ADT):**

| Segment | Roadway ADT | Length (Miles) | # of Through Lanes | Posted Speed Limit | route | Functional Class |
|---|---|---|---|---|---|---|
| a: | | 2.01 | 2 | 30 | Lamar | Maj. Collector |
| b: | | 0 | 3 | 35 | Nall | Min. Arterial |
| C: | | 0 | 2 | 25 | W 53rd St | Unclassified |
| d: | | | | | | |

| | |
|---|---|
| C2.9 Information source: | See attached spreadsheets for ADTs. Traffic counts were retrieved from a database maintained by Johnson County AIMS. Each individual traffic count includes the date of the study and the party (or parties, where consulting engineers are involved) that performed the count. |
| C2.10 % Next to residential property: | 80 % |
| C2.11 Centers within 1/4 mile: | 20 |
| C2.12 Centers within 1/2 mile: | 37 |
| C2.13 Connects to an existing facility? | Yes<br>The route would intersect the Citys 2017/2018 Foxridge Dr pedestrian improvements to the north, pedestrian amenities on Johnson Dr, bicycle lanes on Martway St, the Citys shared use Rock Creek Trail, and the planned Turkey Creek Streamway trail (see T3.7). The facility would additionally link to Overland Parks planned bicycle facilities on Lamar south of Shawnee Mission Pkwy, and a Regional Bike Plan Corridor that travels east-west on 61st St. Cumulatively, these connections would facilitate travel to and from the Nall Ave and 63rd Regional Bicycle Corridors, and the 67th Street and Santa Fe Dr. Regional Bicycle Connectors. A more extensive discussion can be found in Section T3.1a. |
| C2.14 Connection/Transition considered? | Yes<br>See Section C2.15a. The facilities interconnect to residential streets and other targeted pedestrian and bicycle amenities at intersections along the route. A user is not expected to have difficulties transitioning among the facilities. |
| C2.15 Project life: | 20 Years |
| C2.15a Life explanation: | N/A. |

**Additional Information for Sidewalks or On-Street Bike Facilities**

| | |
|---|---|
| C3.1. Project length: | 2.01 miles |
| C3.2. Current AADT per road lane: | 1569500 |
| C3.3. 2040 AADT per road lane: | 1752000 |

| | Current | As Proposed |
|---|---|---|
| C3.4. Number of thru lanes: (both directions) | 2 | 2 |
| C3.5. Median type: | None | None |
| C3.6. Posted speed: | 30mph | 30mph |
| C3.7. Bike lane: | | Proposed Bike Lane |
| C3.8. Bike Lane width in feet: | 0 | 5 |
| C3.9. Outside lane width: | Wide | Typical |
| C3.10. Lane width in feet: | 16 | 11 |
| C3.11. Pavement condition for bikes: | Typical | Typical |
| C3.12. Sidewalk: | Sidewalk | Proposed Sidewalk |
| C3.13. Sidewalk width in feet: | 5 | 5 |
| C3.14. Sidewalk/Roadway separation: | Adjacent | Typical |
| C3.15. Roadway protective barrier: | | |

C3.16. Obstacle to bus stop:

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## TAP Community Relationship and Benefits

T4.1 Relationship to transportation system: Function - has a functional relationship to the transportation system

T4.2 Transportation benefit and relation description: The construction of pedestrian and bicycle facilities is a functional component of the transportation system serving Mission and adjacent communities. The project will significantly improve bike-ped safety on Lamar Avenue, help to address speed limit concerns on that street, and interconnect a number of bicycle and pedestrian facilities throughout Mission and adjacent communities. The Citys CIP includes the reconstruction of Foxridge Avenue, a major multifamily housing corridor, in 2017/2018. The reconstruction of the street includes new bicycle and pedestrian facilities that link to the northernmost intersection of Lamar within the City. When the Foxridge improvements, Lamar bicycle lanes, and 53rd and Outlook RRFB are combined, the sum improvements will drastically increase the ability of these residents to access Rushton Elementary and other destinations within Mission.

T4.3 Project beneftis: The primary purpose and benefit of the project is to increase the safety and attractiveness of walking and biking to school for Mission students. Each component of the project was selected for its high level of impact in increasing student safety along identified routes. The bicycle lanes on Lamar will decrease lane width and traffic speeds, increase the separation of pedestrians and vehicles, and provide dedicated facilities for bicycle users travelling to multiple schools. The RRFB installations will create safe, highly visible crossings for students travelling to both of Missions elementary schools. The projects generate additional benefits, particularly as the project affects Lamar Avenue. The Lamar bike lanes will significantly improve pedestrian and bicycle accessibility throughout Mission by creating a north-south bike-ped link connecting the heart of Missions residential neighborhoods to shopping, recreation, and transit opportunities. The RRFB installations also increase the safety of other pedestrian routes that access those same opportunities.

**Project Maintenance:**

T4.4 Maintenance description: The City will be responsible for all maintenance costs and will program appropriate tasks into the Citys Streets CIP using existing funding. Notably, the City treats RRFBs as a traffic signal, and provides for preventative maintenance and repair in an annual service agreement with an electrical contractor.

**T4.5 Maintenance Activity Table:**

| Maintenance Task | Task Cost | Frequency | Annual Cost |
|---|---|---|---|
| RRFB Maintenance (#1) | 150 | Annual Contract | 150 |
| RRFB Maintenance (#2) | 150 | Annual Contract | 150 |
| Restriping | 86000 | 8 Years | 10750 |
| **Total annual cost:** | | | **11050** |

**Environmental and Cultural Resource Considerations:**

T4.6 Project involves:

Parks and recreation areas

| | |
|---|---|
| T4.7 Impact description and correspondence with state agencies : | No adverse impacts expected. The project will directly increase access to Citys Waterworks Park and Rock Creek Trail. Other routes will enable access to the Citys Streamway Park. |

**Planning:**

| | |
|---|---|
| T4.8 Regional plan type: | Other |
| T4.8a Relationship to plans: | MARCs Regional Bikeway Plan designates Lamar north of 51st Street to Merriam Ln. as a Regional Corridor. The project would add designated bike lanes for most of the Corridors extent on Lamar Avenue within Mission; it would not include the I-35/Lamar bridge, which is controlled by KDOT and does not have bicycle or pedestrian facilities. |
| T4.9 Local plans supporting project: | The Citys comprehensive plan contains multiple goals designed to enhance alternate modes of transportation generally, as well as pedestrian and bicycle traffic specifically. When finalized, the City intends to adopt the Safe Routes to School Phase I Study by resolution. The Study would be treated as an implementation plan. The project directly implements certain recommendations of the plan. |

**Project Support**

| | |
|---|---|
| T4.10 Multi-jurisdictional support? | No N/A. |
| T4.11 Community support for the project: | The project emerged from public engagement for the Citys Safe Routes to School Phase I study. Engagement included public meetings for school district parents, focus groups with high school students, walking tours surrounding each school, and key person interviews with members of the school district and the community. Notably, staff and the Citys consultants engaged directly with a large number of parents at Rushton Elementary and students at Horizons High that primarily used non-vehicle transportation. Additionally, the study was publicized in a quarterly release of the Citys Mission Magazine including contact information for readers to submit comments. Barriers and deficiencies identified through this engagement led directly to the solutions recommended by the study, including the facilities included in this project. These facilities were not previously planned or contemplated by the City. Limited opposition to the project is expected, if any. Any opposition would be in response to reduced travel speeds on Lamar Ave. The City historically has not had significant opposition to bicycle and pedestrian improvements on similar streets. |
| T4.12 Project priority: | 1 |

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**TAP - Additional Information for Bicycle and Pedestrian Facilities**

| | |
|---|---|
| T3.1 Completes missing link or provides new access? | Yes The Lamar bike lane installation would create a local north-south corridor through Mission for bicyclists, and improve pedestrian access along the same corridor (by increasing vehicle-sidewalk distances and decreasing vehicle travel speeds). The route would intersect the Citys 2017/2018 Foxridge Dr pedestrian improvements to the north, pedestrian amenities on Johnson Dr, bicycle lanes on Martway St, the Citys shared use Rock Creek Trail, and the vicinity of the planned Turkey Creek Streamway trail (see T3.7). The facility would additionally link to Overland Parks planned bicycle facilities on Lamar south of Shawnee Mission |

| | |
|---|---|
| | Pkwy, and a Regional Bike Plan Corridor that travels east-west on 61st St. Cumulatively, these connections would facilitate travel to and from the Nall Ave and 63rd Regional Bicycle Corridors, and the 67th Street and Santa Fe Dr. Regional Bicycle Connectors. |
| T3.2 Is this part of a phased project? | Yes |
| T3.3 Addresses a barrier? | No<br>N/A. |
| T3.4 Improves access to major transit facilities? | Yes The Lamar bike lanes would provide direct access to the 51st and Lamar bus stop (Route 546), as well as nearby access to the Powell Center bus stop (multiple routes). While further away from the facility, it is reasonable to expect that some users may travel down Johnson Drive to the Mission Transit Center about half a mile from the bike route. |
| T3.5 Width of intersection crossings: | See below |
| T3.6 Crossing treatments or hazard mitigation at intersections: | The only pedestrian elements of the project are crossing treatments at uncontrolled crosswalks in the City. |
| T3.7 Green technologies? | Yes Other RRFB installations by the City use photovoltaic cells to provide solar power. The City desires to continue this practice in this project; however, the tree canopy may make solar power unfeasible for these installations. |
| T3.8 Includes appropriate design elements for: | |
| | TrafficCalming<br>Visibility |
| T3.9 Describe design elements: | The additional bicycle lanes will narrow excessively wide travel lanes on Lamar Avenue, reducing traffic speeds. As proposed in the project, RRFBs are a visibility treatment for uncontrolled pedestrian crossings that would exceed MUTCD requirements. RRFBs are permissible under the MUTCD per a 2008 Interim Approval still in effect. |
| T3.10 This project is a: | Sidewalk or on-street bicycle facility |

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**Supporting Documents**

- File 1: 808_ProjID-Exhibit A - Area Map and Letters of Support.pdf
- File 2: 808_ProjID-Exhibit B - Traffic Counts.xlsx
- File 3: 808_ProjID-Exhibit C - Engineers Estimate.pdf
- File 4: 808_ProjID-Exhibit D - Specific Project Exhibits reduced size.pdf

Return to My Projects page

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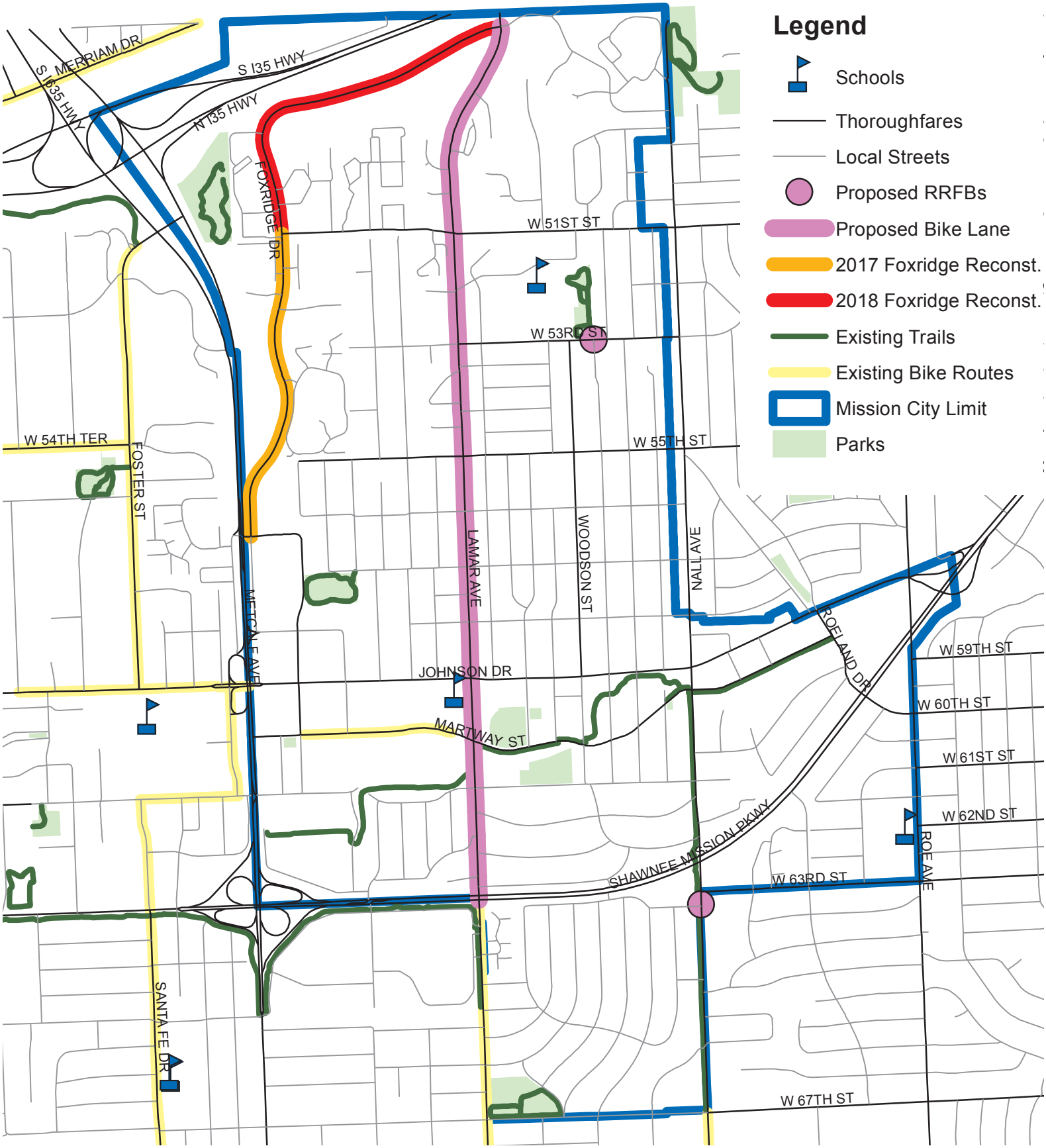
**600 Broadway, Suite 200**
**Kansas City, MO 64105**
**816/474-4240**
**Fax 816/421-7758**

MARC programs that receive federal funding may not discriminate against anyone on the basis of race, color or national origin, according to Title VI of the Civil Rights Act of 1964.
Title VI policy | Americans with Disabilities Act resources

# City of Mission
# MARC 2016 Call for Projects
# Safe Routes to School Phase II Facilities - Map Exhibit




1 0.5 0 1 Miles

CITY OF MISSION
KANSAS

6090 Woodson Street
Mission, KS 66202
(913) 676.8390
www.missionks.org

March 25, 2016

Active Transportation Programming Committee
Total Transportation Policy Committee.
Mid-America Regional Council
600 Broadway, Suite 200
Kansas City, MO 64105

**RE: Mission Safe Routes to School Phase II Facilities**

To whom it may concern:

It is my pleasure to write this letter in support of the City's application for Phase II of our Safe Routes to School program.

In 2015, Mission's City Council directed staff to proceed with a Phase I study that would provide a plan of action to improve student safety within our city. The study has not been finalized and presented to the Council, but the proposals included in this application have been recommended by the study consultants. They represent a major step forward in realizing the goals of the Safe Routes to School program in our community, and everyone in our community will be able to benefit from these improvements.

Due to the application deadline, we were unable to present this item for a formal resolution of support by the City Council. However, the safety of our children is one of the Council's highest priorities. The Council voted unanimously to proceed with Phase I of our Safe Routes to School program, and I expect they will do so again to adopt the study and its recommendations.

I fully support this application to complete the next phase of Mission's Safe Routes to School program, as well as the specific projects it describes.

Sincerely,

Steve Schowengerdt
Mayor

Office of the Principal

Shawnee Mission School District
Horizons High School
5900 Lamar • Shawnee Mission, Kansas 66202
Phone (913) 993-9500 • Fax (913) 993-9599 • www.smsd.org

March 25, 2016

Active Transportation Programming Committee
Total Transportation Policy Committee
Mid-America Regional Council
600 Broadway, Suite 200
Kansas City, MO 64105

To Whom It May Concern,

In January of this year, Horizons Alternative High School had a chance to partner with the City of Mission and participate in the Safe Routes to School study process. Through this process our students were able to collaborate and problem-solve with city leaders and planners around improving not only their school community, but the community and city of Mission for years to come. As a result of these collaboration, the City of Mission is proposing the following items to better serve our students and community as a whole:

- Bike lanes running the length of Lamar Avenue, which benefit bicyclists, reduce traffic speeds, and increase separation between cars and pedestrians;
- Crosswalk improvements, including a flashing pedestrian signal beacon, at 63rd and Nall (Highlands);
- Crosswalk improvements, including a flashing pedestrian signal beacon, at 53rd and Outlook (Rushton);

We feel that these three proposals are important in continuing to provide the safest routes to school, but more importantly allow the City of Mission to continue to provide the safest travel for all community members.

If I can be of assistance in providing more feedback please let me know and I will make myself available to help.

Respectfully,

Paul B. Colwell, Ed.S.
Principal

BikeWalkKC
3269 Gillham Road, Suite C
Kansas City, MO 64109
816-205-7056 bikewalkkc.org

March 25, 2016

Active Transportation Programming Committee
Total Transportation Policy Committee
Mid-America Regional Council
600 Broadway, Suite 200
Kansas City, MO 64105

RE: Mission Safe Routes to School Phase II Facilities

To whom it may concern:

It is my pleasure to write this letter in support of the City of Mission's Phase II proposal to continue their participation in Safe Routes to School.

I am Eric Rogers, the executive director of BikeWalkKC. Our mission is to "redefine our streets as places for people to build a culture of active living," and this proposal is a positive step to make our mission a reality in Mission and in the Kansas City region. The improvements proposed would address identified problem areas for walkers and bikers, and would create viable connections between home, work, entertainment and shopping areas, schools, and parks that do not require cars to access.

In particular, the proposal would provide great benefits to Mission students that last them a lifetime. Walking to school gives kids much-needed physical activity, exposes them to the social and natural environment, and can start healthy habits that persist into adulthood. As a longtime partner in the region's efforts to promote Safe Routes to School, we believe that these facilities can increase student safety and their comfort level with walking and biking to school.

In conclusion, I fully support this application to begin the next phase of Mission's Safe Routes to School program.

Sincerely,

Eric D. Rogers

Eric Rogers
Executive Director

CITY OF MISSION
KANSAS

6090 Woodson Street
Mission, KS 66202
(913) 676.8390
www.missionks.org

March 25, 2016

Active Transportation Programming Committee
Total Transportation Policy Committee.
Mid-America Regional Council
600 Broadway, Suite 200
Kansas City, MO 64105

**RE: Mission Safe Routes to School Phase II Facilities**

To whom it may concern:

I serve as the Chair of Mission's Sustainability Commission. Our mission is to "advocate for policies and actions that encompass People, Planet, and Prosperity in order to incorporate sustainable practices in our community." It is my pleasure to write this letter in support of the City's application for Phase II of our Safe Routes to School program, which is in direct alignment with our committee's mission and goals.

Supporting the ability for people to walk and bike to their destinations is a great way to improve our community's sustainability. It promotes healthy activity and living, reduces dependence on vehicles for short trips, and can make our community more accessible to residents who do not own a car. All of these benefits are even more important in the lives of our students, who can benefit from these positive practices for their whole lives.

One of the goals identified in the Sustainability Commission's current action plan is to "Enhance Accessibility and Mobility" for our diverse population. The projects contained in the City's Phase II application provide safe, attractive routes for students to school, especially for those living in the City's lower income neighborhoods. These improvements will also help make Mission much more accessible to all of our diverse pedestrians and bicyclists. As a package, these improvements will make it easier for these transportation users to access transit, Mission's Downtown District, our parks system, and regional trails.

I fully support this application to complete the next phase of Mission's Safe Routes to School program, as well as the specific projects it describes.

Sincerely,

Manny Trillo
Chair, Mission Sustainability Commission

**City of Mission - STP Set-Aside Application - MARC 2016 Call for Projects (FFY 2019/2020)**
**Mission Safe Routes to School Phase II Facilities**
**Project Area Traffic Counts - retrieved from Johnson County AIMS**

| | LOCATION | LOCDESC | LOCID | LOCORIGIN | CITY | COUNTDIR | TRAFFDIR | START_DATE | STOP_DATE | WEEKDAY | IME_DURA | ADT | ADT_YEAR | FISCAL_YR | MOSTRECE | SOURCE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Nall Avenue (RRFB) | NALL AVE & SHAWNEE MISSION PKWY | NALL AVE South of SHAWNEE MISSION PKWY | 4292 | NALL AVE & SHAWNEE MISSION PKWY | Mission | South | North | 3/29/2004 | 3/30/2004 | Monday | 24 HRS | 6148 | 2004 | 2004 | Y | KDOT |
| Nall Avenue (RRFB) | NALL AVE & SHAWNEE MISSION PKWY | NALL AVE South of SHAWNEE MISSION PKWY | 4293 | NALL AVE & SHAWNEE MISSION PKWY | Mission | South | South | 3/29/2004 | 3/30/2004 | Monday | 24 HRS | 6195 | 2004 | 2004 | Y | KDOT |
| Nall Avenue (RRFB) | 63RD ST & NALL AVE | 63RD ST East of NALL AVE | | 63rd and Nall | Mission | East | Both | 11/1/2003 | 11/2/2003 | Saturday | 24 Hrs | 4524 | 2003 | 2003 | Y | City of Mission-George Butler Associates |
| Nall Avenue (RRFB) | NALL AVE & 64TH TER | NALL AVE & 64TH TER | NAAV01 | NALL AVE FROM 63RD ST TO 67TH ST | Prairie Village | | Both | 7/1/2006 | 7/2/2006 | Saturday | 24 HRS | 12165 | 2006 | 0 | Y | City of Prairie Village |
| Nall Avenue (RRFB) | NALL AVE & SHAWNEE MISSION PKWY | NALL AVE South of SHAWNEE MISSION PKWY | 74823 | NALL AVE & SHAWNEE MISSION PKWY | Mission | South | Both | 9/7/2010 | 9/8/2010 | Tuesday | 24 HRS | 11545 | 2010 | 2010 | Y | KDOT |
| Lamar Ave (Bike Lanes) | LAMAR AVE & MARTWAY ST | LAMAR AVE South of MARTWAY ST | | Lamar and Martway | Mission | South | Both | 11/1/2003 | 11/2/2003 | Saturday | 24 Hrs | 11809 | 2003 | 2003 | Y | City of Mission-George Butler Associates |
| Lamar Ave (Bike Lanes) | LAMAR AVE & SHAWNEE MISSION PKWY | LAMAR AVE North of SHAWNEE MISSION PKWY | | SHAWNEE MISSION PKWY,LAMAR AVE | Mission | North | South | 8/2/2010 | 8/6/2010 | | | 6400 | 2010 | 0 | Y | City of Overland Park |
| Lamar Ave (Bike Lanes) | LAMAR AVE & SHAWNEE MISSION PKWY | LAMAR AVE North of SHAWNEE MISSION PKWY | | SHAWNEE MISSION PKWY,LAMAR AVE | Mission | North | North | 8/2/2010 | 8/6/2010 | | | 5200 | 2010 | 0 | Y | City of Overland Park |
| Lamar Ave (Bike Lanes) | LAMAR AVE & SHAWNEE MISSION PKWY | LAMAR AVE South of SHAWNEE MISSION PKWY | | SHAWNEE MISSION PKWY,LAMAR AVE | Mission | South | North | 8/2/2010 | 8/6/2010 | | | 3600 | 2010 | 0 | Y | City of Overland Park |
| Lamar Ave (Bike Lanes) | LAMAR AVE & SHAWNEE MISSION PKWY | LAMAR AVE South of SHAWNEE MISSION PKWY | | SHAWNEE MISSION PKWY,LAMAR AVE | Mission | South | South | 8/2/2010 | 8/6/2010 | | | 3700 | 2010 | 0 | Y | City of Overland Park |
| Lamar Ave (Bike Lanes) | LAMAR AVE & 51ST ST | LAMAR AVE North of 51ST ST | 66265 | LAMAR & 51ST ST | Mission | North | Both | 9/7/2010 | 9/8/2010 | Tuesday | 24 HRS | 7980 | 2010 | 2010 | Y | KDOT |
| Lamar Ave (Bike Lanes) | LAMAR AVE & SHAWNEE MISSION PKWY | LAMAR AVE South of SHAWNEE MISSION PKWY | 4265 | LAMAR AVE & SHAWNEE MISSION PKWY | Mission | South | Both | 9/8/2010 | 9/9/2010 | Wednesday | 24 HRS | 7265 | 2010 | 2010 | Y | KDOT |
| Lamar Ave (Bike Lanes) | LAMAR AVE & 51ST ST | LAMAR AVE South of 51ST ST | 66267 | LAMAR AT 51ST ST | Mission | South | Both | 7/10/2007 | 7/11/2007 | Tuesday | 24 HRS | 7345 | 2007 | 2007 | Y | KDOT |
| Lamar Ave (Bike Lanes) | LAMAR AVE & JOHNSON DR | LAMAR AVE North of JOHNSON DR | | Lamar Ave & Johnson Dr | Mission | North | Both | 5/7/2013 | 5/8/2013 | Tuesday | 24 HRS | 8859 | 2013 | 2013 | Y | KDOT |

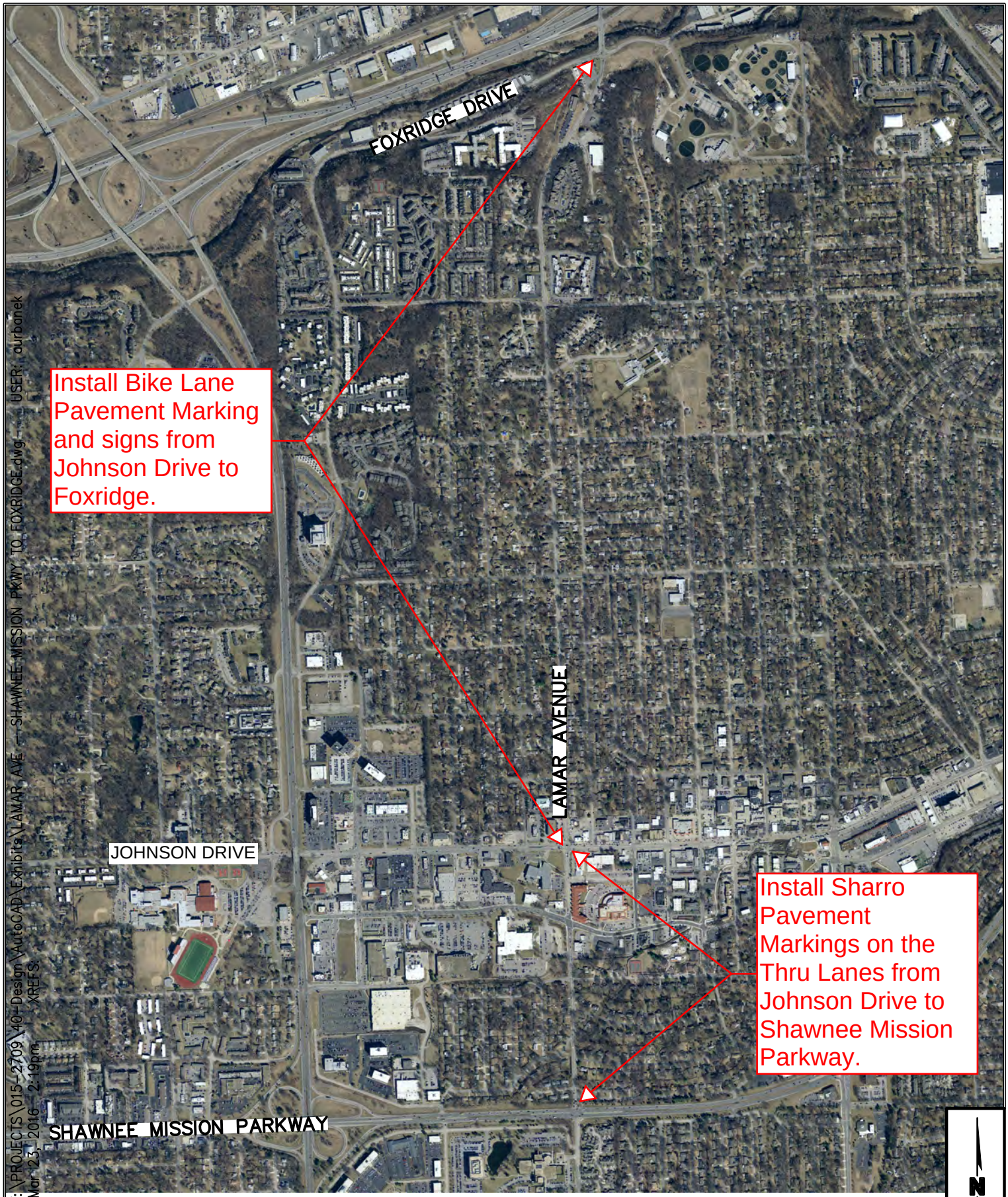
**No traffic counts are available in the vicinity of the 53rd & Outlook RRFB installation**

# ENGINEER'S ESTIMATE - 2019 TAP APPLICATION - MISSION SRTS PHASE II

**Client:** City of Mission
**Project:** Mission Kansas, Safe Routes to Schools
**Project Number:** 015-2709
**Date:** 3/25/2016

| ITEM DESCRIPTION | QUANTITY | UNIT | UNIT COST $ | COST $ |
|---|---|---|---|---|
| *New Rectangular Rapid Flashing Beacon at Nall & 63rd Terr.* | | | | |
| Rectangular Rapid Flash Beacons (Pair) (Installed) | 1 | Each | $20,000.00 | $20,000.00 |
| | | | | |
| | | | **SUBTOTAL** | **$20,000.00** |
| | | **INFLATION TO 2019 DOLLARS** | **14.1%** | **$2,820.00** |
| | | **SUBTOTAL 2019 DOLLARS** | | **$22,820.00** |
| | | **CONTINGENCY** | **20%** | **$4,564.00** |
| | | | **TOTAL** | **$27,384.00** |
| | | | | |
| *Upgrade cross walk at 53rd & Outlook* | | | | |
| Rectangular Rapid Flash Beacons (Pair) (Installed) | 1 | Each | $20,000.00 | $20,000.00 |
| Remove & Replace ADA ramp | 2 | Each | $2,900.00 | $5,800.00 |
| Remove & Replace Curb & Gutter | 18 | Ft. | $40.00 | $720.00 |
| 30" White Pre-Formed Thermoplastic | 30 | Ft. | $20.00 | $600.00 |
| Remove & Replace 4" Concrete Sidewalk | 50 | Sq. Ft. | $12.00 | $600.00 |
| | | | | |
| | | | **SUBTOTAL** | **$27,720.00** |
| | | **INFLATION TO 2019 DOLLARS** | **14.1%** | **$3,908.52** |
| | | **SUBTOTAL 2019 DOLLARS** | | **$31,628.52** |
| | | **CONTINGENCY** | **20%** | **$6,325.70** |
| | | | **TOTAL** | **$37,954.22** |
| | | | | |
| *Stripe bike lane on Lamar from Shawnee Mission Parkway to Foxridge.(Northbound)* | | | | |
| Pavement Marking 4" White thermoplastic | 7900 | Ft | $2.50 | $19,750.00 |
| White Directional Bike Arrows (Pre Formed Thermoplastic) | 16 | Each | $125.00 | $2,000.00 |
| White Bicycle Symbols (Pre Formed Thermoplastic) | 16 | Each | $225.00 | $3,600.00 |
| Pavement marking symbol (Sharrow ) | 5 | Each | $500.00 | $2,500.00 |
| Bike lane signage | 10 | Each | $350.00 | $3,500.00 |
| | | | | |
| | | | **SUBTOTAL** | **$31,350.00** |
| | | **INFLATION TO 2019 DOLLARS** | **14.1%** | **$4,420.35** |
| | | **SUBTOTAL 2019 DOLLARS** | | **$35,770.35** |
| | | **CONTINGENCY** | **20%** | **$7,154.07** |
| | | | **TOTAL** | **$42,924.42** |
| | | | | |
| *Stripe bike lane on Lamar from Shawnee Mission Parkway to Foxridge.(Southbound)* | | | | |
| Pavement Marking 4" White thermoplastic | 7900 | Ft | $2.50 | $19,750.00 |
| White Directional Bike Arrows (Pre Formed Thermoplastic) | 16 | Each | $125.00 | $2,000.00 |
| White Bicycle Symbols (Pre Formed Thermoplastic) | 16 | Each | $225.00 | $3,600.00 |
| Pavement marking symbol (Sharrow ) | 5 | Each | $500.00 | $2,500.00 |
| Bike lane signage | 10 | Each | $350.00 | $3,500.00 |
| | | | | |
| | | | **SUBTOTAL** | **$31,350.00** |
| | | **INFLATION TO 2019 DOLLARS** | **14.1%** | **$4,420.35** |
| | | **SUBTOTAL 2019 DOLLARS** | | **$35,770.35** |
| | | **CONTINGENCY** | **20%** | **$7,154.07** |
| | | | **TOTAL** | **$42,924.42** |

**TOTAL $151,187.06**

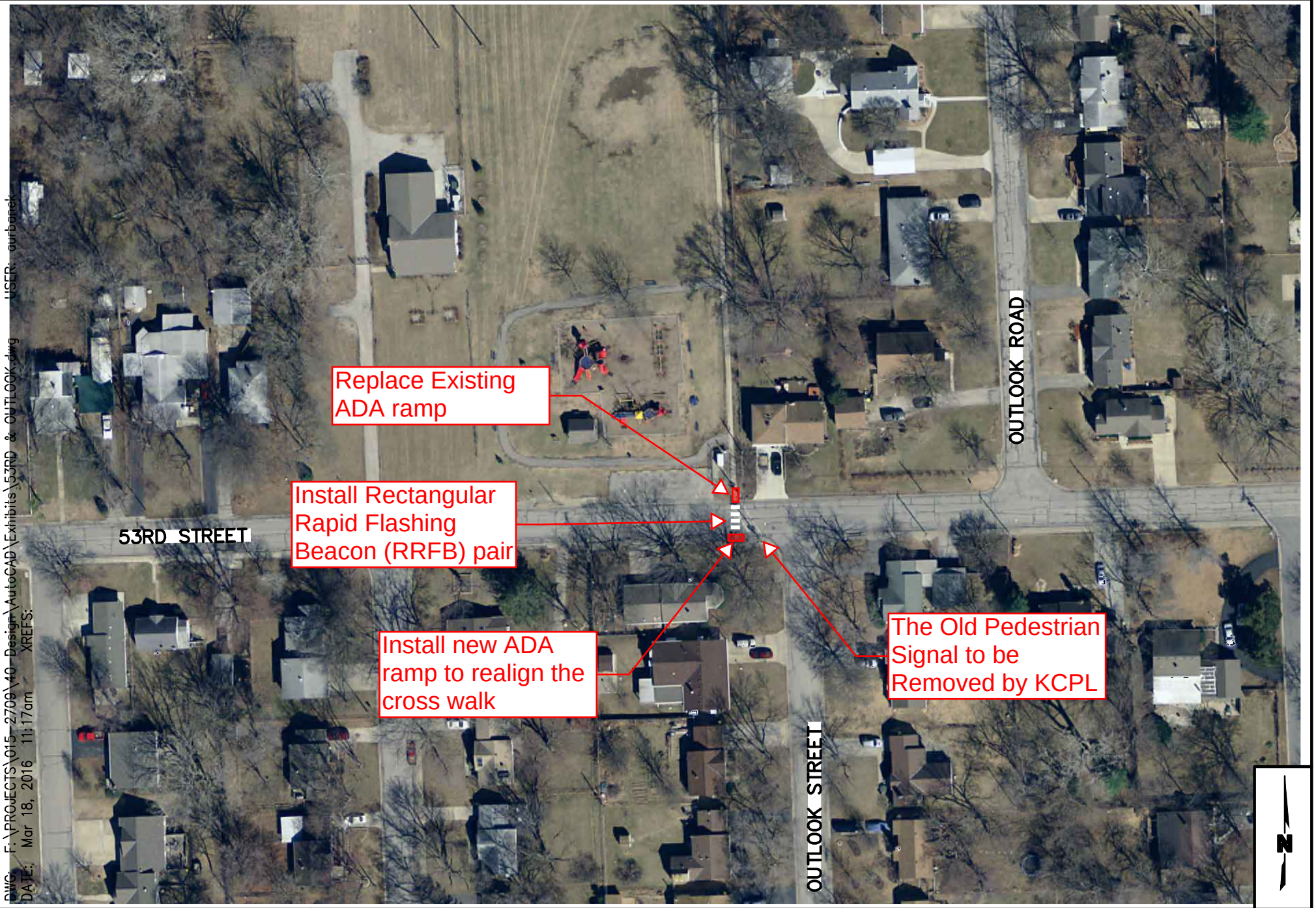



DWG: F:\PROJECTS\015-2709\40-Design\AutoCAD\Exhibits\LAMAR AVE - SHAWNEE MISSION PKWY TO FOXRIDGE.dwg USER: ourbanek
DATE: Mar 23, 2016 2:19pm XREFS:

| | | | | |
|---|---|---|---|---|
| PROJECT NO: 015-2709 | LAMAR AVE. - SHAWNEE MISSION PKWY TO FOXRIDGE DR. | OLSSON ASSOCIATES | 7301 West 133rd Street<br>Suite 200<br>Overland Park, KS 66213-4750<br>TEL 913.381.1170<br>FAX 913.381.1174 | EXHIBIT |
| DRAWN BY: AKU | | | | 13 |
| DATE: 3/18/2016 | | | | |

DWG: F:\PROJECTS\015_2709\10_Design\AutoCAD\Exhibits\63RD TERRACE & NALL.dwg USER: gurbanek
DATE: Mar 18, 2016 - 11:16am XREFS:

| | | | |
|---|---|---|---|
| PROJECT NO: 015-2709 | 63RD TERRACE □ NALL AVENUE | OLSSON ASSOCIATES | EXHIBIT |
| DRAWN BY: AKU | | 7301 West 133rd Street<br>Suite 200<br>Overland Park, KS 66213-4750<br>TEL 913.381.1170<br>FAX 913.381.1174 | 1 |
| DATE: 3/18/2016 | | | |




DWG: F:\PROJECTS\015-2709\10-Design\AutoCAD\Exhibits\53RD & OUTLOOK.dwg USER: durbanek
DATE: Mar 18, 2016 11:17am XREFS:

| | | |
|---|---|---|
| PROJECT NO: 015-2709 | 53RD STREET □ OUTLOOK ROAD | OLSSON ASSOCIATES |
| DRAWN BY: AKU | | |
| DATE: 3/18/2016 | | |

7301 West 133rd Street
Suite 200
Overland Park, KS 66213-4750
TEL 913.381.1170
FAX 913.381.1174

EXHIBIT
3

## **Kansas** - All Projects requesting TAP Funding

| Project ID | Applicant | State | Project Title | Category | Cost Effectiveness | All Projects Total | Category-Specific Total | MARC Staff Scores | Cost Effectiveness Calculator: TAP Project Total | % Requested | TAP Amount Requested | TAP Year Requested | STP Project Total | % Requested | STP Amount Requested | STP Year Requested | CMAQ Project Total | % Requested | CMAQ Amount | CMAQ Year Requested | Cost Effectivness Index | Cost-Effectivness Multiplier |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 808 | Mission | KS | Mission Safe Routes to School Phase II Facilities | Non-Motorized Transportation - Facilities and SRTS Infrastructure | 1.250000 | 22 | 55 | 96.3 | $151,000 | 79% | $ 120,000 | 2019 | | | | | | | | | 0.000642 | 1.250000 |
| 805 | BikeWalkKC | Bistate | Local Spokes - Regional Safe Routes to School Educa | Non-Motorized Transportation - Recreation Trails | 1.054050 | 22 | 65 | 91.7 | $625,000 | 80% | $ 500,000 | 2019 | | | | | | | | | 0.000174 | 1.054050 |
| 703 | Unified Government | KS | Metropolitian Avenue Area Bikeway Improvements | Non-Motorized Transportation - Facilities and SRTS Infrastructure | 1.042318 | 21 | 52 | 76.1 | $600,000 | 83% | $ 500,000 | 2019 | | | | | | | | | 0.000146 | 1.042318 |
| 770 | Overland Park | KS | OP Bicycle Master Plan Implementation | Non-Motorized Transportation - Facilities and SRTS Infrastructure | 1.056564 | 20 | 52 | 76.1 | $500,000 | 80% | $ 400,000 | 2019 | | | | | | | | | 0.000180 | 1.056564 |
| 814 | BikeWalkKC | Bistate | Bike Share KC Phase 5 | Non-Motorized Transportation - Recreation Trails | 1.010056 | 26 | 43 | 69.7 | $1,200,000 | 83% | $ 1,000,000 | 2019 | $2,400,000 | 83% | $2,000,000 | 2019 | $1,200,000 | 83% | $1,000,000 | 2019 | 0.000069 | 1.010056 |
| 697 | Leavenworth | KS | RFCC Stone Restoration | Other TAP-Historic Preservation/Archaeological Projects | 1.006099 | 22 | 45 | 67.4 | $1,405,000 | 80% | $ 1,125,000 | 2019 | | | | | | | | | 0.000060 | 1.006099 |
| 702 | Unified Government | KS | Safe Routes to School Phase F: William Allen White/ | Non-Motorized Transportation - Facilities and SRTS Infrastructure | 1.029749 | 20 | 38 | 59.7 | $600,000 | 83% | $ 500,000 | 2019 | | | | | | | | | 0.000116 | 1.029749 |
| 786 | Overland Park | KS | 91st Street Mixed Use Pedestrian / Bicycle Trail Impr | Non-Motorized Transportation - Recreation Trails | 1.001788 | 11 | 48 | 59.1 | $1,607,079 | 75% | $ 1,197,566 | 2019 | $1,607,079 | 75% | $1,197,566 | 2019 | | | | | 0.000049 | 1.001788 |
| 782 | City of Olathe | KS | Cedar Creek Trail | Non-Motorized Transportation - Recreation Trails | 1.028911 | 22 | 35 | 58.6 | $2,210,000 | 23% | $ 500,000 | 2019 | | | | | | | | | 0.000114 | 1.028911 |
| 748 | Olathe | KS | Sidewalk Missing Link Project | Non-Motorized Transportation - Facilities and SRTS Infrastructure | 1.045304 | 12 | 37 | 51.2 | $400,000 | 80% | $ 320,000 | 2020 | | | | | | | | | 0.000153 | 1.045304 |
| 736 | Shawnee | KS | Connect Shawnee: Martindale Road to Gary Haller T | Non-Motorized Transportation - Recreation Trails | 1.020531 | 19 | 28 | 48.0 | $1,475,000 | 34% | $ 500,000 | 2019 | | | | | | | | | 0.000094 | 1.020531 |
| 678 | Gardner | KS | Moonlight Road Safe Routes To Schools | Non-Motorized Transportation - SRTS Non-Infrastructure | 1.046987 | 11 | 33 | 46.1 | $350,000 | 80% | $ 280,000 | 2019 | | | | | | | | | 0.000157 | 1.046987 |
| 796 | Lenexa | KS | Little Mill Creek Trail Crossing 87th Street | Non-Motorized Transportation - Facilities and SRTS Infrastructure | 1.000000 | 7 | 29 | 36.0 | $1,000,000 | 80% | $ 800,000 | 2019 | | | | | | | | | 0.000045 | 1.000000 |
| 836 | Edwardsville | KS | Blake St. Sidewalk | Non-Motorized Transportation - Recreation Trails | 1.034903 | 11 | 23 | 35.2 | $331,000 | 80% | $ 265,000 | 2019 | | | | | | | | | 0.000128 | 1.034903 |
| 794 | Lenexa | KS | Black Hoof to Freedom Fields Trail | Non-Motorized Transportation - Recreation Trails | 1.001479 | 7 | 26 | 33.0 | $850,000 | 80% | $ 680,000 | 2019 | | | | | | | | | 0.000049 | 1.001479 |
| 775 | Basehor | KS | Leavenworth Road Sidewalk Project | Non-Motorized Transportation - Facilities and SRTS Infrastructure | 1.019349 | 13 | 18 | 31.6 | $407,986 | 83% | $ 339,988 | 2019 | $407,986 | 83% | $339,988 | 2019 | | | | | 0.000091 | 1.019349 |
| 797 | Lenexa | KS | Little Mill Creek Trail Crossing 79th Street | Non-Motorized Transportation - Facilities and SRTS Infrastructure | 1.007776 | 9 | 21 | 30.2 | $590,000 | 80% | $ 472,000 | 2020 | | | | | | | | | 0.000064 | 1.007776 |

Total TAP Amt I $ 9,499,554
KS TAP Amt ava $ 2,400,000

Amt Requested 396%

## **Missouri** - All Projects requesting TAP Funding

| Project ID | Applicant | State | Project Title | Category | Cost Effectiveness | All Projects Total | Category-Specific Total | MARC Staff Scores | Cost Effectiveness Calculator: TAP Project Total | % Requested | TAP Amount Requested | TAP Year Requested | STP Project Total | % Requested | STP Amount Requested | STP Year Requested | CMAQ Project Total | % Requested | CMAQ Amount | CMAQ Year Requested | Cost Effectivness Index | Cost-Effectivness Multiplier |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 816 | Kansas City, MO | MO | Missouri River Trail Segment 1 | Non-Motorized Transportation - Facilities and SRTS Infrastructure | 1.054888 | 25 | 63 | 92.8 | $1,526,000 | 33% | $ 500,000 | 2020 | | | | | | | | | 0.000176 | 1.054888 |
| 805 | BikeWalkKC | Bistate | Local Spokes - Regional Safe Routes to School Educa | Non-Motorized Transportation - Recreation Trails | 1.054050 | 22 | 65 | 91.7 | $625,000 | 80% | $ 500,000 | 2019 | | | | | | | | | 0.000174 | 1.054050 |
| 759 | Kansas City, MO | MO | Big Shoal Creek Trail Segment 3 | Non-Motorized Transportation - Facilities and SRTS Infrastructure | 1.046508 | 22 | 56 | 81.6 | $1,123,000 | 45% | $ 500,000 | 2019 | | | | | | | | | 0.000156 | 1.046508 |
| 717 | Independence | MO | US 24 Highway Complete Streets | Non-Motorized Transportation - Facilities and SRTS Infrastructure | 1.121498 | 16 | 52 | 76.3 | $271,000 | 75% | $ 203,000 | 2020 | $3,788,000 | 80% | $ 3,030,000 | | | | | | 0.000335 | 1.121498 |
| 785 | Independence | MO | Truman Depot Renovations and Pacific Avenue Trail | Other TAP-Historic Preservation/Archaeological Projects | 1.050809 | 14 | 55 | 72.5 | $519,000 | 80% | $ 415,000 | 2019 | | | | | | | | | 0.000166 | 1.050809 |
| 752 | Kansas City, MO | MO | KCI Corridor Trail Segment 3 | Non-Motorized Transportation - Facilities and SRTS Infrastructure | 1.038966 | 21 | 48 | 71.7 | $871,000 | 57% | $ 500,000 | 2019 | | | | | | | | | 0.000138 | 1.038966 |
| 714 | Crossroads Community Association | MO | 20th Street Streetscape - Grand to McGee | Non-Motorized Transportation - Facilities and SRTS Infrastructure | 1.048184 | 17 | 51 | 71.3 | $550,000 | 77% | $ 425,000 | 2019 | | | | | | | | | 0.000160 | 1.048184 |
| 822 | City of Parkville | MO | Route 9 Corridor Complete Streets Improvements – | Non-Motorized Transportation - Facilities and SRTS Infrastructure | 1.074067 | 19 | 47 | 70.9 | $372,000 | 80% | $ 297,600 | 2020 | | | | | $372,000 | 80% | $ 297,600 | 2020 | 0.000222 | 1.074067 |
| 814 | BikeWalkKC | Bistate | Bike Share KC Phase 5 | Non-Motorized Transportation - Recreation Trails | 1.010056 | 26 | 43 | 69.7 | $1,200,000 | 83% | $ 1,000,000 | 2019 | $2,400,000 | 83% | $2,000,000 | 2019 | $1,200,000 | 83% | $1,000,000 | 2019 | 0.000069 | 1.010056 |
| 764 | Kansas City, MO | MO | Martha Truman Connector Trail | Non-Motorized Transportation - Recreation Trails | 1.035615 | 20 | 45 | 67.3 | $680,000 | 74% | $ 500,000 | 2020 | | | | | | | | | 0.000130 | 1.035615 |
| 766 | Kansas City, MO | MO | Trolley Connector Trail Segment 2 | Non-Motorized Transportation - Recreation Trails | 1.035615 | 18 | 47 | 67.3 | $668,000 | 75% | $ 500,000 | 2019 | | | | | | | | | 0.000130 | 1.035615 |
| 831 | Gladstone | MO | Rock Creek Greenway Trail - Phase 2 | Non-Motorized Transportation - Recreation Trails | 1.048184 | 21 | 43 | 67.1 | $550,000 | 73% | $ 400,000 | 2020 | | | | | | | | | 0.000160 | 1.048184 |
| 706 | Grain Valley | MO | Blue Branch Creek - Pedestrian Bridge | Non-Motorized Transportation - Recreation Trails | 1.177972 | 17 | 39 | 66.0 | $149,110 | 80% | $ 119,210 | 2019 | | | | | | | | | 0.000470 | 1.177972 |
| 813 | North Kansas City | MO | Armour Road Complete Street Improvements | Non-Motorized Transportation - Facilities and SRTS Infrastructure | 1.053305 | 15 | 47 | 65.3 | $480,000 | 75% | $ 360,000 | 2019 | | | | | | | | | 0.000172 | 1.053305 |
| 819 | Jackson County | MO | Little Blue Trace Trail - Segment 6 - North Bridge Cor | Non-Motorized Transportation - Recreation Trails | 1.029749 | 20 | 38 | 59.7 | $750,000 | 67% | $ 500,000 | 2019 | | | | | | | | | 0.000116 | 1.029749 |
| 839 | Blue Springs | MO | 7 Highway Sidewalk - I-70 to Pink Hill Road | Non-Motorized Transportation - Facilities and SRTS Infrastructure | 1.028911 | 13 | 44 | 58.6 | $600,000 | 83% | $ 500,000 | 2020 | $727,000 | 80% | $582,000 | 2020 | | | | | 0.000114 | 1.028911 |
| 772 | Blue Springs | MO | 7 Highway Sidewalk - Liggett to 40 Highway | Non-Motorized Transportation - Facilities and SRTS Infrastructure | 1.026397 | 10 | 44 | 55.4 | $600,000 | 83% | $ 500,000 | 2020 | $813,000 | 80% | $650,000 | | | | | | 0.000108 | 1.026397 |
| 835 | Blue Springs | MO | 7 Highway Sidewalk - 40 Highway to I-70 | Non-Motorized Transportation - Facilities and SRTS Infrastructure | 1.026397 | 10 | 44 | 55.4 | $600,000 | 83% | $ 500,000 | 2020 | $813,000 | 80% | $650,000 | 2020 | | | | | 0.000108 | 1.026397 |
| 804 | Kearney | MO | Clark Street Trail | Non-Motorized Transportation - Facilities and SRTS Infrastructure | 1.045990 | 16 | 36 | 54.4 | $420,000 | 80% | $ 336,000 | 2020 | | | | | | | | | 0.000155 | 1.045990 |
| 763 | Independence | MO | Three Trails Sidewalks to School | Non-Motorized Transportation - Facilities and SRTS Infrastructure | 1.029190 | 15 | 28 | 44.3 | $469,000 | 80% | $ 375,000 | 2019 | | | | | | | | | 0.000115 | 1.029190 |
| 696 | Kearney | MO | Dogwood Elementary Sidewalk | Non-Motorized Transportation - SRTS Non-Infrastructure | 1.064944 | 14 | 22 | 38.3 | $225,000 | 80% | $ 180,000 | 2019 | | | | | | | | | 0.000200 | 1.064944 |

Total TAP Amt I $ 9,110,810
MO TAP Amt av $ 3,000,000
Amt Requested 304%