

CITY OF MISSION, KANSAS
COMMUNITY DEVELOPMENT COMMITTEE

WEDNESDAY, JANUARY 9, 2019

6:30 P.M.

Mission City Hall

PUBLIC COMMENTS

PUBLIC PRESENTATIONS / INFORMATIONAL ONLY

1. Lot Split, 5529 Maple Street, Case #18-12 - Brian Scott ([page3](#))

The applicant proposes to split the subject property, Lot 58 of Missionhill Acres, into two lots. The dimensions of both of the proposed lots would be 62.5 feet wide by 140 feet deep. The proposed lot split meets all applicable code requirements. No non-conformities would be created. The Planning Commission, at their December 17, 2018 meeting, voted 9-0 to adopt the findings of fact contained in the staff report and recommend approval of the proposed lot split Case #18-12 to the City Council.

2. Update on Review of Alternatives to Hodges Planters - Laura Smith ([page 10](#))

Over the last several months, the City has engaged in conversations regarding planters along Hodges Drive at 61st Terrace, 62nd Street, and 62nd Terrace. Since the end of November, staff have initiated discussions on the planters, street design standards, and traffic control measures with our traffic engineers. At the January 9 Community Development Committee meeting, Staff will present a plan and recommended timeline to continue to advance this conversation. No specific options will be presented at this time.

ACTION ITEMS

3. Interlocal Agreement City of Overland Park - Chip Seal, Lamar south of SMP - Brent Morton ([page 13](#))

Overland Park has proposed street improvements to Lamar Ave, from approximately the entrance of Kennett Place to Shawnee Mission Parkway. The improvements consist of chip seal application, spot patching, and pavement markings. This area is a boundary between the cities of Mission and Overland Park, and staff recommends that the work be completed as a part of Overland Park's annual chip seal contract, with costs divided equally between the two cities. Mission's portion of the project is estimated at \$18,546.12. Overland Park would be responsible for administering the project.

4. Operation Greenlight Interlocal Agreement - Brent Morton ([page 19](#))

Operation Green Light is a cooperative effort to improve the coordination of traffic signals and incident response on major routes throughout the Kansas City area. Mission has participated in the program since 2010. The Operation Green Light signals in Mission are located on Shawnee Mission Parkway at Lamar, Nall, and Roeland Drive. Staff recommends approval of the Agreement with MARC for operational funding of Operation Green Light in an amount not to exceed \$3,300 over the next two years.

5. CARS Interlocal - Broadmoor (Johnson Drive to Martway) - Brent Morton ([page 55](#))

Construction of the Broadmoor (Johnson Drive to Martway) project was funded for 2019 through the Johnson County CARS Program. Up to fifty-percent of the project's construction and construction inspection cost are eligible to be reimbursed by the CARS Program. The Interlocal Agreement specifies the County's participation in the project for a total cost not to exceed \$453,000, and formally commits the City's funds to the project.

6. Stormwater Repairs - 50th/Dearborn Street - Brent Morton ([page 64](#))

The property located at 5028 Dearborn Street has experienced a stormwater pipe failure which has resulted in the collapse of the driveway. The task order from GBA will provide survey, design, and bid phase services for repairs to the storm drainage infrastructure in an amount not to exceed \$28,179.50.

DISCUSSION ITEMS

7. Update on Rock Creek Channel Design and Financing - Laura Smith - no attachments

Ms. Smith will provide an update on the status and alternatives related to the design and financing of repairs to the Rock Creek channel from Roeland Drive to just east of Nall.

OTHER

8. Department Updates - Laura Smith

Kristin Inman, Chairperson
Sollie Flora, Vice-Chairperson
Mission City Hall, 6090 Woodson St
913-676-8350

| | | |
|------------------------------|--------------|-----------------|
| City of Mission | Item Number: | 1. |
| INFORMATIONAL ITEM | Date: | January 3, 2019 |
| COMMUNITY DEVELOPMENT | From: | Brian Scott |

Informational items are intended to provide updates on items where limited or no discussion is anticipated by the Committee.

RE: Lot Split Lot 58 Missionhill Acres, 5529 Maple Street

DETAILS: In accordance with the presented survey, the applicant proposes to split the subject property, Lot 58 of Missionhill Acres, into two lots. The dimensions of both of the proposed lots would be 62.5 feet wide by 140 feet deep. The applicant is the current owner the subject property. If the lot split is approved, the applicant will demolish the existing single-family home (built in the 1920's) on the lot and build a new home on each lot for sale.

The proposed lot split met all applicable code requirements. No non-conformities would be created.

One resident came to the public hearing held by the Planning Commission at their regular meeting on December 17, 2018. He spoke in favor of the proposed lot split, stating that the construction of two new homes in the neighborhood would be a good investment.

A similar lot split across the street was approved this past summer.

Planning Commission Recommendation

The Planning Commission, at their December 17, 2018 meeting, voted 9-0 to adopt the findings of fact contained in the staff report and recommend approval of the proposed lot split Case #18-12 to the City Council.

CFAA CONSIDERATIONS/IMPACTS: NA

| | |
|---------------------------------|---|
| Related Statute/City Ordinance: | Including but not limited to 455.090, 410.010, 405.020, 415.010 |
| Line Item Code/Description: | NA |
| Available Budget: | NA |

STAFF REPORT
Planning Commission Meeting December 17, 2018

AGENDA ITEM NO.: 1.

PROJECT # / TITLE: Case # 18-12

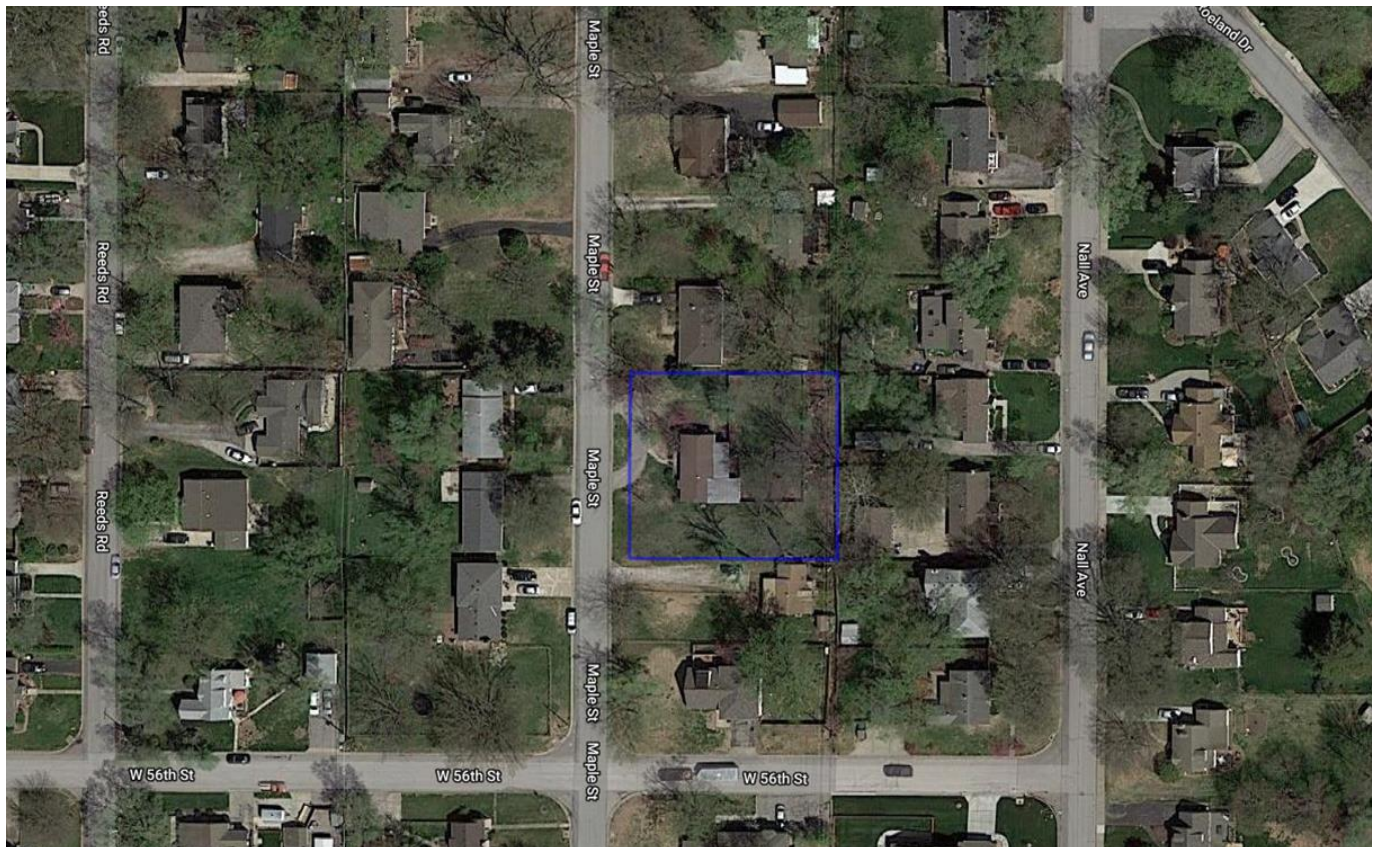
REQUEST: Lot Split-Lot 58 Missionhill Acres

LOCATION: 5529 Maple St.
Mission, Kansas 66202

PROPERTY OWNER/APPLICANT: Clayton House, LLC
5529 Maple St
Mission, KS 66202

PUBLIC HEARING: December 17, 2018 (Published November 27, 2018 The Legal Record)

STAFF CONTACT: Brian Scott, Assistant City Administrator



Property Information:

Zoning of the Subject Property

The subject property is currently zoned "R-1" Single-family residential.

Surrounding properties are zoned and developed as follows:
North/East/South/West-“R-1” Single-family residential, detached dwellings.

Comprehensive Plan Future Land Use Recommendation for this area:
The Comprehensive Plan indicates this area is appropriate for low-density residential neighborhoods with a variety of housing types and schools, religious institutions, parks, and other civic uses.

Background:

The structure on this property is a one-story single-family home built in 1920. This house has been vacant for some time. The applicant is the current owner. If the lot split is approved, the applicant intends to demolish the existing home and build a new home on each lot to be sold .

Analysis:

Lots

In the presented survey the applicant proposes to split the subject property, Lot 58 of Missionhill Acres, into 2 lots. The dimensions of both of the proposed lots are 62.5 feet wide by 140 feet deep.

City Code Section 410.010 (I) states any single-family dwelling constructed, reconstructed or altered shall require a lot having a width of not less than seventy (70) feet and an average depth of one hundred ten (110) feet, with the following exception:

Any lot may be split to a minimum width of sixty (60) feet and depth of one hundred ten (110) feet if it complements the overall character of the adjacent neighborhood. In considering applications for a lot split to a width of less than seventy (70) feet, the lot width of any newly created lot may not be less than seventy-five percent (75%) of the average front lot width of lots within the subject property's block.

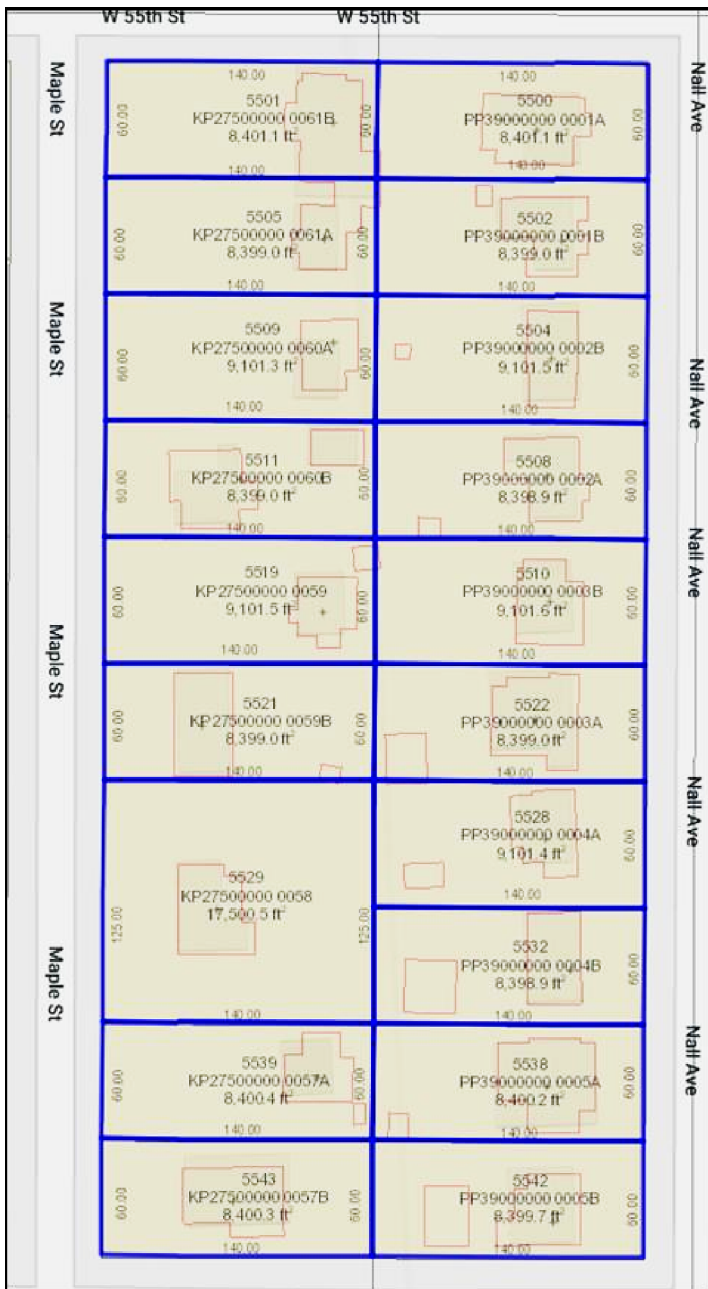
Section 405.020 defines a block as a, “piece or parcel of land entirely surrounded by public highways or streets other than alleys.”

The subject block is bounded by Maple Street, 56th Street, Nall Avenue and 55th Street.

The dimensions of the surrounding lots on the subject block are as follows:

| Address | Front Lot Width (Ft) | Address | Front Lot Width (Ft) |
|----------------|----------------------|----------------|----------------------|
| 5501 Maple St | 60.0 | 5500 Nall Ave. | 60.0 |
| 5505 Maple St | 60.0 | 5502 Nall Ave. | 60.0 |
| 5509 Maple St. | 60.0 | 5504 Nall Ave. | 60.0 |

| | | | |
|---------------|-------|----------------|------|
| 5511 Maple St | 60.0 | 5508 Nall Ave. | 60.0 |
| 5519 Maple St | 60.0 | 5510 Nall Ave. | 60.0 |
| 5521 Maple St | 60.0 | 5522 Nall Ave. | 60.0 |
| 5529 Maple St | 125.0 | 5528 Nall Ave. | 60.0 |
| | | 5532 Nall Ave. | 60.0 |
| 5539 Maple St | 60.0 | 5538 Nall Ave. | 60.0 |
| 5543 Maple St | 60.0 | 5542 Nall Ave. | 60.0 |



The average lot width (mean) on the subject block is 63.25'.

Seventy-five percent (75%) of average lot width would be 47.44'.

The proposed lot width is 62.5' and the depth is 140'.

All lots in this block are 140' deep.

In addition, a similar lot split at 5538 Maple St. (across the street) was approved this spring by the Planning Commission and the City Council.

Lots are defined as, "parcel of land occupied or to be occupied by one (1) main building or unit group of buildings and the accessory buildings or uses customarily incident thereto, including such open spaces as are required under these regulations." A "lot", as used in this Title, may consist of one (1) or more platted lots or tract or tracts as conveyed or parts thereof.

Lots on the subject block are highlighted in blue.

Section 445.360 - Floor area

All new single-family dwellings must have a minimum ground floor area of

864 square feet. A building permit is required prior to construction. This standard and all other zoning requirements will be reviewed at that time.

Suggested Findings of Fact - 455.090 Regulation Governing Lot Splits.

All lot splits must have Planning Commission and City Council approval. New lots so created must conform to current zoning width and depth requirements. Applications for lot splits must be accompanied by a survey showing the new lots to be created along with a legal description of each new lot.

The proposed lot split is greater than 75% of the average lot width of the surround block as required by the current zoning standards. A survey and legal descriptions have been provided. No non-conformities are created by the lot split.

Staff Recommendation

Staff recommends the Planning Commission adopt the findings of fact contained in this staff report and recommend approval of the proposed lot split, Case # 18-12 to the City Council.

Planning Commission Recommendation

The Planning Commission held a public hearing at its regular meeting on Monday, December 17, 2018 to consider this application. Upon taking comments from the public and discussing the application, the Planning Commission voted 9-0 to recommend approval of Case #18-12 - a Lot Split for Lot 58 Missionhill Acres - to the City Council.

City Council Action

City Council will meet on Wednesday, January 16, 2019 to consider the recommendation of the Planning Commission regarding this application.

CERTIFICATE OF SURVEY

Page 2 of 2

DATE: 7/30/18

ORDERED BY: Client

FOR: Brian Reed
5529 Maple
Mission, Kansas



7133 West 80th Street, Suite 210
Overland Park, KS 66204
Phone: (913) 381-4488
FAX: (913) 381-3048

JOB NO. 2937.13

RECOMMENDED
DESCRIPTION:

TRACT I

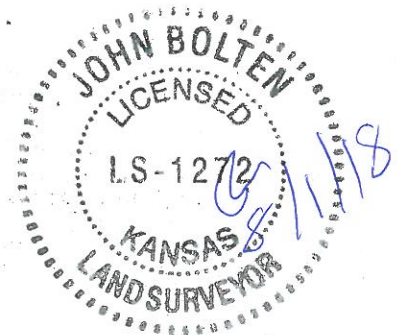
All that part of Lot 58, MISSION HILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas.

Beginning at the Northwest corner of said Lot 58: thence North $89^{\circ}34'10''$ East 140 feet (plat) 140.13 measured along the North line of said Lot 58 to the Northeast corner of said Lot 58: Thence South along the East line of said Lot 58, 62.5 feet to a point: thence South $89^{\circ}34'10''$ West 140 feet (plat) 140.13 measured to a point in the West line of said Lot 58: Thence North (assumed) 62.5 feet to the point of beginning.

TRACT II

All that part of Lot 58, MISSION HILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas, except that part described as follows:

Beginning at the Northwest corner of said Lot 58: thence North $89^{\circ}34'10''$ East 140 feet (plat) 140.13 measured along the North line of said Lot 58 to the Northeast corner of said Lot 58: Thence South along the East line of said Lot 58, 62.5 feet to a point: thence South $89^{\circ}34'10''$ West 140 feet (plat) 140.13 measured to a point in the West line of said Lot 58: Thence North (assumed) 62.5 feet to the point of beginning.



CERTIFICATE OF SURVEY

Page 1 of 2

DATE: 7/18/18

ORDERED BY: Client

FOR: ~~Brian Reed~~
5529 Maple
Mission, Kansas

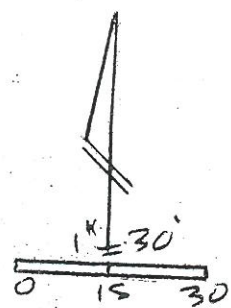
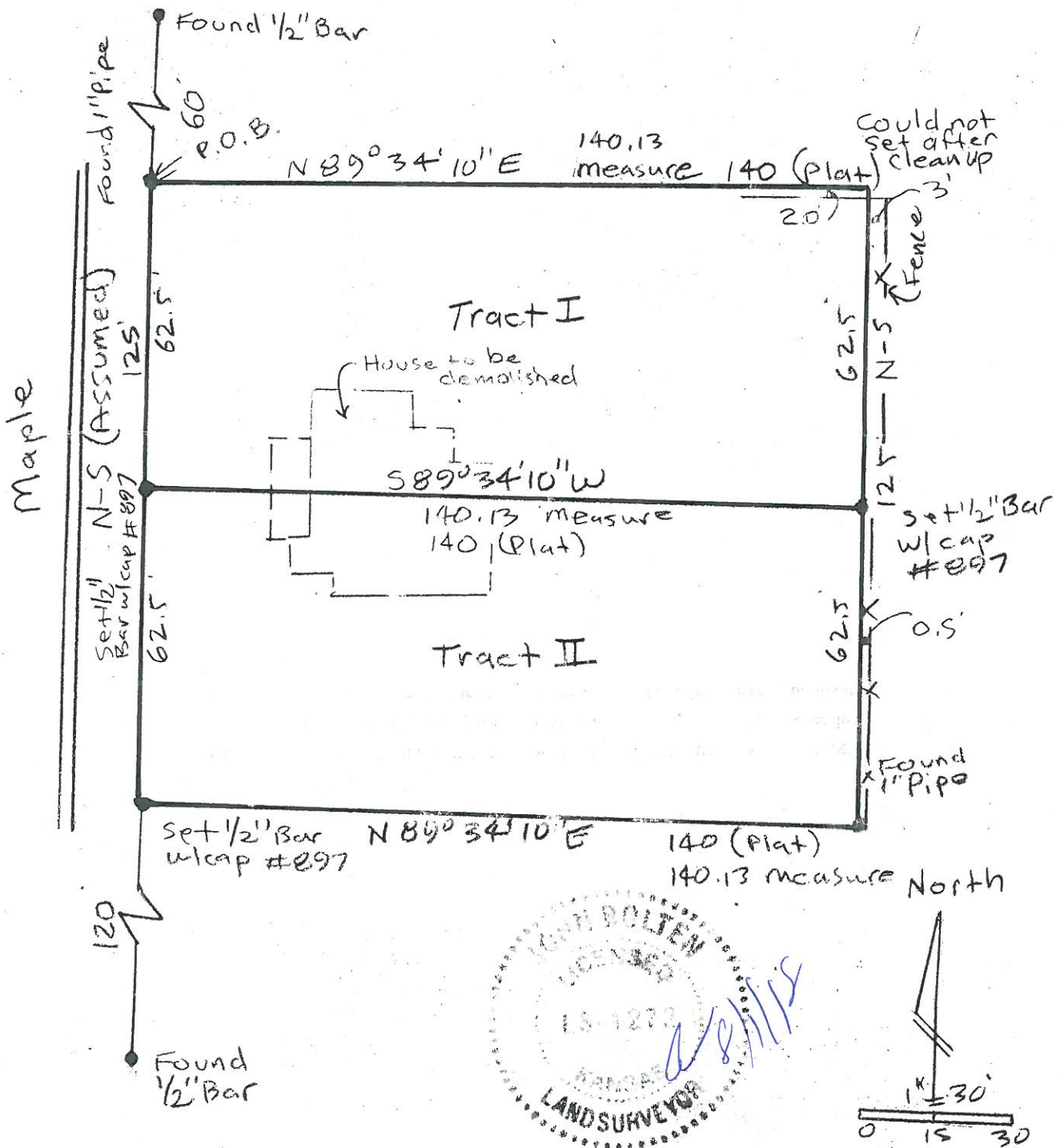


7133 West 80th Street, Suite 210
Overland Park, KS 66204
Phone: (913) 381-4488
FAX: (913) 381-3048

RECORD

JOB NO. 2937.13

DESCRIPTION: Lot 58, MISSION HILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas.



| | | |
|---------------------------|--------------|-----------------|
| City of Mission | Item Number: | 2. |
| INFORMATIONAL ITEM | Date: | January 3, 2019 |
| ADMINISTRATION | From: | Laura Smith |

Informational items are intended to provide updates on items where limited or no discussion is anticipated by the Committee.

RE: Update on Review of Alternatives to Hodges Planters

DETAILS: Over the last several months, the City has engaged in discussions and conversations regarding planters along Hodges Drive at 61st Terrace, 62nd Street, and 62nd Terrace. According to AIMS imagery, the streets were dead-ends prior to the construction of Hodges. Since the mid- to late-1970s, following construction of Hodges, some type of barricade has been in place at these intersections. Originally those consisted of wooden/metal barricades, and, in the mid-90s, the planters were installed.

The planters present ongoing concerns for the City, including, but not limited to, the following:

- Emergency Services Response: The planters hinder emergency response by not allowing direct access to these streets from Hodges.
- Snow Plow Operations: During snow plow activities, Public Works staff is required to back down 62nd Street and 62nd Terrace in order to plow and treat these streets. This causes concerns with weaving around vehicles parked on the street and the dangers of backing in general, particularly when weather conditions are less than ideal.
- Specifications for Street Construction: The “No Outlet” effect the planters create does not meet the minimum standards for cul-de-sac construction. These areas were intended to be through streets and were not properly set up for cul-de-sacs. Below is a reference to APWA standards and a map view showing the area that would be required for installation of a cul-de-sac.
- Planters do not meet current highway safety standard requirements for barricades.

When the issue of removal of the planters was discussed in the 1970s and 1990s, there was significant opposition from the neighborhood, and ultimately the City Council decided to leave the intersections barricaded. When the conversation was initiated last summer, the neighborhood once again expressed concern for removal of the planters.

Concerns were expressed through petitions circulated by residents and submitted to the City Council, letters, phone calls and emails. In addition, more than 45 area residents attended a public meeting on November 29, 2018 at the Sylvester Powell, Jr. Community Center. The purpose of the meeting was to discuss the planters to make sure the staff and Council clearly understood the residents’ issues surrounding the

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

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|---------------------------|--------------|-----------------|
| City of Mission | Item Number: | 2. |
| INFORMATIONAL ITEM | Date: | January 3, 2019 |
| ADMINISTRATION | From: | Laura Smith |

Informational items are intended to provide updates on items where limited or no discussion is anticipated by the Committee.

planters and the street access. The following items were presented by residents at the meeting:

- Belief that dead-end streets increase property values
- Concern for increased traffic
- Dead-end streets allow for children to play/cycle/walk to school more safely
- Dead-end streets/planters help to build a sense of “community” - all residents know one another
- Planters increase neighborhood safety - serve as a deterrent to crime

During the meeting the residents were advised that the planters - as they currently exist - will have to be removed. That does not necessarily mean the streets can't or won't remain barricaded in some fashion. Simply that any closure should be accomplished with products or treatments that conform with national highway traffic standards.

The Mayor and six members of the City Council were in attendance at the November 29 meeting, along with numerous staff. Residents concerns and issues were clearly heard and documented. The City advised residents that there was no specific timeframe or plan for removal of the planters. Staff and the Council committed to a review of options and recommendations, and that residents would be kept apprised of the process and given the opportunity for input before any final recommendations were presented to the City Council.

Since the end of November, staff have engaged our traffic engineers in initial conversations about the planters, street design standards, and traffic control measures. At the January 9 Community Development Committee meeting, Staff will present a plan and recommended timeline to continue to advance this conversation over the next few months. No specific options will be presented at this time.

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

| | | |
|---------------------------|--------------|-----------------|
| City of Mission | Item Number: | 2. |
| INFORMATIONAL ITEM | Date: | January 3, 2019 |
| ADMINISTRATION | From: | Laura Smith |

Informational items are intended to provide updates on items where limited or no discussion is anticipated by the Committee.

CFAA CONSIDERATIONS/IMPACTS:

Community and health services is one of the key areas included in the Communities for All Ages Checklist. Ensuring efficient and predictable access for emergency vehicles, especially those attending an emergency medical event, could be beneficial for older adults living in that area. Improving access for snow plows will make maneuvering both by car and on foot safer.

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

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| City of Mission | Item Number: | 3. |
| ACTION ITEM SUMMARY | Date: | 1/2/2019 |
| PUBLIC WORKS | From: | Brent Morton |

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

RE: Overland Park Interlocal Agreement - Lamar Avenue Chip Seal

RECOMMENDATION: Approve an Interlocal Agreement with the City of Overland Park for the public improvement of Lamar Avenue, from 650 feet south of 63rd Street to the south side of 63rd Street in the estimated amount of \$18,546.12

DETAILS: As a part of their annual street program, Overland Park has proposed improvements to Lamar Avenue from approximately the entrance to Kennett Place to Shawnee Mission Parkway. These improvements consist of a chip seal application, spot patching and pavement markings.

This section of Lamar is located at the boundary between the cities of Mission and Overland Park, with each city owning a portion of the street. Mission participated in an interlocal agreement in 2018 for the first phase of this project. KDOT had scheduled the mill and overlay of Shawnee Mission Parkway in the 2018 construction season, so Overland Park waited for that project to be completed before finishing the chip seal from 63rd and Lamar to Shawnee Mission Parkway.

Because of the shared boundary, Overland Park is requesting joint funding for this project, with costs shared equally between the two cities. Overland Park will be responsible for administering the project, including communication with affected residents.

Overland Park is in the process of bidding the chip seal program and costs are estimates at this time. Should the the bids come in higher than estimated, Mission will have an opportunity to review options before moving forward.

A copy of the interlocal agreement is attached.

CFAA CONSIDERATIONS/IMPACTS: NA

| | | |
|---------------------------------|--|------------|
| Related Statute/City Ordinance: | Ordinance 1332 | |
| Line Item Code/Description: | 03-90-801-11 Special Highway Fund 25-90-805-09 Capital Improvement Fund | |
| Available Budget: | Special Highway Fund | \$ 150,000 |
| | Capital Improvement Fund | \$ 150,000 |
| | Combined Available Total: | \$ 300,000 |

AGREEMENT BETWEEN THE CITY OF OVERLAND PARK, KANSAS, AND THE CITY OF MISSION, KANSAS, FOR THE PUBLIC IMPROVEMENT OF LAMAR AVENUE FROM 650 FEET SOUTH OF 63RD STREET TO SOUTH SIDE 63RD STREET (MR-1899).

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, by and between the CITY OF OVERLAND PARK, KANSAS (hereinafter "OVERLAND PARK"), and the CITY OF MISSION, KANSAS (hereinafter "MISSION"), each party having been organized and now existing under the laws of the State of Kansas (hereinafter OVERLAND PARK and MISSION may be referred to singularly as the "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, the Parties hereto have determined it is in their best interest to make the public improvement of Lamar Avenue from 650 feet south of 63rd Street to south side of 63rd Street as such improvement is hereinafter described; and

WHEREAS, K.S.A. 12-2908 and K.S.A. 68-169 authorize the Parties hereto to cooperate in making the public improvement; and

WHEREAS, the Governing Bodies of each of the Parties hereto have determined to enter into this Agreement for the aforesaid public improvement, as authorized and provided by K.S.A. 12-2908 and K.S.A. 68-169; and

WHEREAS, the Governing Body of MISSION did approve and authorize its city administrator to execute this Agreement by official vote of the Body on the ____ day of _____, 2018; and

WHEREAS, the Governing Body of OVERLAND PARK did approve and authorize its mayor to execute this Agreement by official vote of the Body on the _____ day of _____, 2018

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the Parties hereto agree as follows:

1. PURPOSE OF AGREEMENT. The Parties hereto enter into this Agreement for the purpose of constructing the public improvement of Lamar Avenue from 650 feet south of 63rd Street to south side 63rd Street as heretofore described by performing the following work: applying chip seal to the existing streets named above, along with pavement markings, and other items incidental to the public improvement (hereinafter the "Improvement").
2. ESTIMATED COST OF PROJECT.
 - A. The estimated cost of construction of the Improvement covered by this Agreement, exclusive of the cost of right-of-way or easement acquisition, is THIRTY SEVEN THOUSAND NINETY TWO AND 22/100 (\$37,092.24).
 - B. The cost of making the Improvement shall include:
 - (1) Labor and material used in making the Improvement; and

- (2) Such other expenses which are necessary in making the Improvement, exclusive of the cost of acquiring real property and any improvement thereon for the location of the Improvement. These expenses include but are not limited to design, project administration, construction inspection, material testing and utility relocations.
- C. The cost of making said Improvement shall be distributed between the Parties as follows:
 - (1) MISSION shall pay **50%** of the local share of said Improvement (estimated to be **\$18,546.12**).
 - (2) OVERLAND PARK shall pay **50%** of the local share of said Improvement (estimated to be **\$18,546.12**).
 - (3) Each Party shall acquire and pay all costs associated with the right-of-way or easement acquisition for that portion of the project located within its respective boundary. Additionally, each Party shall pay the cost of financing and/or bonding its share of the project cost.
3. FINANCING. OVERLAND PARK and MISSION shall each pay their portion of the cost with monies budgeted and appropriated funds.
4. OVERLAND PARK ADMINISTRATION OF PROJECT. It is acknowledged and understood between the Parties that since there are two separate entities included within the proposed Improvement, one of the entities should be designated as being “in charge” of the project to provide for its orderly design and construction. However, both entities shall have the right of review and comment on project decisions at any time throughout duration of this Agreement, and any subsequent agreements hereto. The Improvement shall be constructed and the job administered by OVERLAND PARK acting by and through the OVERLAND PARK Director of Public Works (hereinafter the “PW Director”), who shall be the principal public official designated to administer the Improvement; provided, the PW Director shall, among his several duties and responsibilities, assume and perform the following:
 - A. Make all contracts for the Improvement, including soliciting bids by publication in the official newspaper of OVERLAND PARK. In the solicitation of bids, the most favorable bid shall be determined by OVERLAND PARK administering the project and the Governing Body of OVERLAND PARK approving the lowest responsible bidder for the project, except that the Governing Body of MISSION reserves the right to reject the successful bidder in the event that the bid price exceeds the engineer’s estimate. If all bids exceed the estimated cost of the Improvement, then either OVERLAND PARK or MISSION shall have the right to reject the bid. In such case, the project shall rebid at a later date.

- B. Submit to MISSION on or before the 10th day of each month, or as received, estimates of accrued costs of constructing the Improvement for the month immediately preceding the month the statement of costs is received; provided that MISSION shall within thirty (30) days after receipt of a statement of costs as aforesaid, remit their portion of the accrued costs to OVERLAND PARK as herein agreed.
 - C. Upon completion of the Improvement, the PW Director shall submit to MISSION a final accounting of all costs incurred in making the Improvement for the purpose of apportioning the same among the Parties as provided herein.
 - D. MISSION shall be named as additional insured on all applicable certificates of insurance issued by any contractor for this Improvement (the "Contractor(s)").
 - E. OVERLAND PARK shall require performance and completion bonds for the Improvement from all Contractors and require that all Contractors discharge and satisfy any mechanics or materialman's liens that may be filed.
 - F. OVERLAND PARK shall require that any Contractor provide a two-year performance and maintenance bond for the Improvement. As Administrator, OVERLAND PARK will, upon request of MISSION, make any claim upon the maintenance bond or performance bond and require that the Contractor fully perform all obligations under the performance and maintenance bonds, and this obligation shall survive the termination of this Agreement and shall be in force and effect for the full term of the performance and maintenance bond.
 - G. OVERLAND PARK shall include in contracts for construction a requirement that the Contractor defend, indemnify and save OVERLAND PARK and MISSION harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit or action for injuries or damages sustained to persons or property by reason of the acts or omissions of the Contractor and the performance of his or her contract.
5. DURATION AND TERMINATION OF AGREEMENT. The Parties hereto agree that except for the obligations of OVERLAND PARK which may arise after completion of the Improvement as set forth in Section 4, Paragraph F, above, this Agreement shall exist until the completion of the aforesaid Improvement, which shall be deemed completed upon certification to each of the Parties hereto by the PW Director advising that the Improvement has been accepted by him as constructed; provided that upon the occurrence of such certification by the PW Director, this Agreement shall be deemed terminated and of no further force or effect.
6. PLACING AGREEMENT IN FORCE. The administering body described in Section 4 hereof shall cause this Agreement to be executed in triplicate. Each Party hereto shall receive a duly executed copy of this Agreement for their official records.

7. AMENDMENTS. This Agreement cannot be modified or changed by any verbal statement, promise or agreement, and no modification, change nor amendment shall be binding on the Parties unless it shall have been agreed to in writing and signed by both Parties.
8. JURISDICTION. This Agreement shall be construed according to the laws of the State of Kansas and may be enforced in any court of competent jurisdiction.

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

CITY OF OVERLAND PARK, KANSAS

By _____
CARL GERLACH, MAYOR

ATTEST:

ELIZABETH KELLEY, CITY CLERK

APPROVED AS TO FORM:

TREVOR L. STILES
ASSISTANT CITY ATTORNEY II

CITY OF MISSION, KANSAS

By _____
LAURA SMITH, CITY ADMINISTRATOR

ATTEST:

MARTHA SUMRALL, CITY CLERK

APPROVED AS TO FORM:

DAVID MARTIN, CITY ATTORNEY

EXHIBIT A
COST ESTIMATE

| Item Description | Unit | Quantity | Unit Price | Total |
|---|------|----------|------------|------------|
| Chip Seal Manipulation | SY | 3,178 | \$0.74 | \$2,351.72 |
| Chip Seal Emulsion | GAL | 1,208 | \$1.89 | \$2,282.44 |
| Chip Seal Aggregate | SY | 3,178 | \$0.64 | \$2,033.92 |
| First Sweeping | SY | 3,178 | \$0.19 | \$603.82 |
| Second Sweeping | SY | 3,178 | \$0.16 | \$508.48 |
| Third Sweeping | SY | 3,178 | \$0.14 | \$444.92 |
| Fourth Sweeping | SY | 3,178 | \$0.14 | \$444.92 |
| 4" White Urethane Acrylate | LF | 700 | \$2.50 | \$1,750.00 |
| 4" Yellow Urethane Acrylate | LF | 1,800 | \$2.50 | \$4,500.00 |
| 6" White Patterned Cold Plastic | LF | 120 | \$20.00 | \$2,400.00 |
| 12" Yellow Patterned Cold Plastic | LF | 120 | \$40.00 | \$4,800.00 |
| 24" White Patterned Cold Plastic | LF | 40 | \$80.00 | \$3,200.00 |
| Patterned Cold Plastic – Arrow /Only / Symbol | EA | 14 | \$600.00 | \$8,400.00 |

| | |
|---------------------|-------------|
| Total | \$33,720.22 |
| Contingency (10%) | \$37,092.24 |
| Mission Share (50%) | \$18,546.12 |
| Overland Park (50%) | \$18,546.12 |

| | | |
|----------------------------|--------------|--------------|
| City of Mission | Item Number: | 4. |
| ACTION ITEM SUMMARY | Date: | 1/2/2019 |
| PUBLIC WORKS | From: | Brent Morton |

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

RE: Operation Green Light Interlocal Agreement 2019-2020

RECOMMENDATION: Approve the Agreement with MARC for operational funding of Operation Green Light in an amount not to exceed \$3,300 over the next two years.

DETAILS: Operation Green Light (OGL) is a bi-state regional effort to improve traffic flow and reduce vehicle emissions. Managed by the Mid-America Regional Council (MARC), Operation Green Light works with federal, state and local agencies to operate a system that coordinates traffic signal timing and communication between intersections across jurisdictional boundaries. OGL currently monitors/operates 705 signals and manages over 1200 network devices. These devices include intersection controllers, wireless radios, switches, cameras, routers, serial-to-IP converters and servers.

Mission has participated in the program since 2010. The Operation Green Light signals in Mission are located on Shawnee Mission Parkway at Lamar, Nall, and Roeland Drive. Operation Green Light is important for three primary reasons:

- It improves the flow of traffic on the most used arterial roads in the region, especially during peak travel periods;
- It improves regional air quality;
- It provides a tool for state and local governments to better manage changes in traffic patterns with the Kansas City Scout freeway management system.

Local funds are required from participating jurisdictions as a “match” for federal and state funding. The OGL Steering Committee lowered the cost per intersection from \$800 to \$600 for the 2019-2020 budget, bringing Mission’s overall costs associated with the agreement from \$4,400.00 to \$3,300. The budget adjustment was recommended due to continuing budget underruns. The cost allocations to each jurisdiction are outlined in Exhibit 3 of the agreement.

CFAA CONSIDERATIONS/IMPACTS: N/A

| | |
|---------------------------------|------------------------------|
| Related Statute/City Ordinance: | N/A |
| Line Item Code/Description: | 01-20-201-12 Traffic Signals |
| Available Budget: | \$25,000 |

**COOPERATIVE AGREEMENT
FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT
TRAFFIC CONTROL SYSTEM**

THIS COOPERATIVE AGREEMENT FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROLS SYSTEM (this "Agreement") is made and entered into by and between Mid-America Regional Council ("MARC"), a consortium of cities in the nine county Kansas City Metropolitan Area, a Regional Planning Commission and a Missouri not for profit corporation and the City of Bonner Springs, Kansas; the City of Fairway, Kansas; the City of Lansing, Kansas; the City of Leavenworth, Kansas; the City of Leawood, Kansas; the City of Lenexa, Kansas; the City of Merriam, Kansas; the City of Mission, Kansas; the City of Mission Woods, Kansas; the City of Olathe, Kansas; the City of Overland Park, Kansas; the City of Prairie Village, Kansas; the City of Shawnee, Kansas; the City of Westwood, Kansas; and the Unified Government of Wyandotte County, Kansas City, Kansas (collectively, the "Member Agencies" or "Member Agency").

WHEREAS, MARC performed a feasibility study "*Operation Green Light Feasibility Report, June 2000*" (the "Feasibility Report"), which created a regional arterial traffic signal coordination system known as "Operation Green Light" ("OGL"), for the Kansas City Urban Area; and

WHEREAS, the Strategic Plan 2017-2020 established the vision, mission, objectives, and goals of the program; and

WHEREAS, improvement in traffic operational efficiency, air quality, and monetary savings to the Member Agencies and the public can be realized from a consolidated management approach of coordinated traffic signal control along arterial corridors in the roadway systems of each Member Agency; and

WHEREAS, several Missouri agencies and political subdivisions are contracting with MARC to participate in OGL for coordination in the Missouri portions of the Kansas City Urban Area; and

WHEREAS, the Kansas Department of Transportation ("KDOT") is also contracting with MARC to participate in OGL; and

WHEREAS, the Member Agencies which are political subdivisions or agencies of the State of Kansas are authorized pursuant to the provisions of Section 12-2908 of the Kansas Statutes Annotated to enter into cooperative agreements for the purpose of coordinating traffic signals between and within the Jurisdictional Boundaries of the Member Agencies; and

WHEREAS, each Member Agency has agreed to enter into an agreement to fund the cost of operating such a Regional Traffic Control System, and to mutually cooperate regarding the operation of the same; and

NOW, THEREFORE, in consideration of the covenants and conditions herein set forth, MARC and the Member Agencies (collectively, the "Parties") mutually agree as follows:

Sec. 1. STATUTORY AUTHORITY. Pursuant to the authority set forth in K.S.A. 12-2908 the parties enter into this Agreement for the funding of the operations of the Regional Traffic Control System for the purpose of coordinating traffic signals within the Jurisdictional Boundaries of the Member Agencies from a regional perspective.

Sec. 2. DEFINITIONS. As used in this Agreement, and Exhibit 1 through Exhibit 6, attached hereto and incorporated herein by this reference, the following words shall have the meanings set forth herein:

Exhibit 1 – Steering Committee Document

Exhibit 2 – Scope of Services

Exhibit 3 – Compensation

Exhibit 4 – Insurance Requirements

Exhibit 5 – Ownership Matrix

Exhibit 6 – Concept of Operations

Communications Network – all telecommunication infrastructure between Regional Traffic Management Centers and Traffic Signal Controllers which are a part of the Regional Traffic Control System.

Jurisdictional Boundaries – the geographical boundaries of the governmental entities acting as political subdivisions of the States of Kansas.

Jurisdictional Control Center – the site or location designated by the Member Agency containing various equipment, computer hardware, and computer software capable of controlling and coordinating all Traffic Signal Controllers located within the Jurisdictional Boundaries of the Member Agency.

Member Agencies – agencies that have entered into an agreement with MARC to participate in funding the cost of design, construction, and operations of the Regional Traffic Control System.

Private Firms – any private firm or firms engaged by MARC to perform or provide any services, directly or indirectly, related to the operations of the Regional Traffic Control System (including, without limitation, design services provided for on-going operations), as more particularly set forth in Exhibit 2.

Regional Traffic Control System – an array of components including Traffic Signal Controllers, wireless and wireline telecommunications equipment, interface units, computer hardware and software, digital storage media, operator's console, peripherals, and other related devices designed to monitor, control, and coordinate traffic movements at signalized intersections according to a given or developed plan.

Regional Traffic Management Center – the site or location designated by the Steering Committee containing various equipment, computer hardware, and computer software capable of controlling and coordinating the Regional Traffic Control System. The

Regional Traffic Management Center is sometimes referred to herein and in the Exhibits as the Traffic Operations Center (“TOC”).

Steering Committee – that committee created for the purpose of assisting and advising MARC with respect to the plans, specifications, construction, installation, and operation of the Regional Traffic Control System and consisting of voting representatives from the Member Agencies, KDOT and participating agencies and political subdivisions of the State of Missouri which have entered into similar agreements with MARC regarding OGL. The membership structure and policy are set forth in Exhibit 1.

Traffic Signal Controller – a complete electrical mechanism responsible for traffic signal control and operation at an individual intersection.

Sec. 3. RESPONSIBILITIES OF PARTIES.

(a) MARC. MARC is hereby designated the administrator and is by virtue of this designation responsible for administering this cooperative undertaking. As administrator, MARC shall perform or cause to be performed the services set forth in Exhibit 2.

(b) Member Agencies. In addition to the obligations set forth in this Agreement, the Member Agencies shall each also perform all the obligations set forth in the document entitled “OGL Concept of Operations: Roles and Responsibilities”, attached hereto as Exhibit 6. Furthermore, the Member Agencies each individually agree that they shall not interfere with MARC’s exercise of its obligations under this Agreement, including, but not limited to MARC’s deployment of the regional signal timing and on-going operations of the Regional Traffic Control System.

Sec. 4. SHARE OF COSTS. Subject to the conditions set forth in this Agreement, the Member Agencies shall each make payment to MARC the sum set forth in Exhibit 3, which is attached hereto and incorporated by reference as if fully set forth herein. The cost associated with Member Agencies represent each individual agency’s share of the cost for the maintenance and operation of the Regional Traffic Control System, as set forth in said Exhibit 3. The “Operation Green Light Location/ Ownership Matrix” set forth in Exhibit 5 identifies the location and ownership of the software, hardware, and other components comprising the Regional Traffic Control System.

Sec. 5. SHARING INFORMATION. MARC shall share information related to the maintenance and operation of the Regional Traffic Control System with the Member Agencies, KDOT and participating agencies and political subdivisions of the State of Missouri and the Member Agencies shall cooperate in sharing information among themselves, KDOT, with the participating agencies and political subdivisions of the State of Missouri and with MARC necessary for the on-going maintenance and operation of the Regional Traffic Control System.

Sec. 6. SEVERABILITY. Should any provision hereof for any reason be deemed or ruled illegal, invalid, or unconstitutional by any court of competent jurisdiction, no other provision of this Agreement shall be affected; and this Agreement shall then be construed and enforced as if such illegal or invalid or unconstitutional provision had not been contained herein.

Sec. 7. AUTONOMY. No provision of this Agreement shall be constructed to create any type of joint ownership of any property, any partnership or joint venture, or create any other rights or liabilities except as may be otherwise expressly set forth herein.

Sec. 8. EFFECTIVE DATE. The effective date of this Agreement shall be upon complete execution by the Parties.

Sec. 9. TERMINATION FOR CONVENIENCE. Any party to this Agreement may terminate this Agreement by giving one hundred eighty (180) days' written notice to the other party. Financial obligations will be honored up to the effective date of termination. A Member Agency that terminates this Agreement may no longer be granted access to the Regional Traffic Control System. Costs may be incurred by the Member Agency terminating the Agreement for MARC to uninstall or transfer ownership of network equipment owned by MARC.

Any party or parties' unilateral decision to terminate their participation in this Agreement shall not affect the rights of the other parties to continue cooperation under this Agreement, and this Agreement shall continue to be in effect for all parties not-exercising rights to terminate their participation in this Agreement.

Sec. 10. MERGER. This Agreement constitutes the entire agreement between the parties with respect to this subject matter.

Sec. 11. NO AUTHORITY ON BEHALF OF OTHER PARTIES. This agreement does not give any party hereto authority to take any action or execute any documents on behalf of any other party to this Agreement.

Sec. 12. COMPLIANCE WITH LAWS. All parties to this Agreement shall comply with and shall require any Private Firms contracted pursuant to this Agreement to comply with all federal, state, and local laws, ordinances, and regulations applicable to the work and this Agreement.

Sec. 13. DEFAULT AND REMEDIES. If any party of this Agreement is in Default or breach of any provision of this Agreement, any non-defaulting party may terminate their participation and cooperation in this Agreement, withhold payment, or invoke any other legal or equitable remedy after giving written notice and opportunity to correct such default or breach within thirty (30) days of receipt of such notice; provided, however, if such default or breach cannot be cured within thirty (30) days, then any non-defaulting party shall notify the party in default in writing and commence to cure within thirty (30) days.

Any party or parties' unilateral decision to terminate their participation in this Agreement shall not affect the rights of the other parties to continue cooperation under this Agreement, and this Agreement shall continue to be in effect for all parties not-exercising rights to terminate their participation in this Agreement.

Sec. 14. WAIVER. Waiver by the any party to this Agreement of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant, or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of all of the Parties to this Agreement, and forbearance or indulgence by any party to this Agreement in any regard whatsoever shall not constitute a waiver of same to be

performed by said party to which the same may apply and, until complete performance of the term, covenant, or condition, the Parties to this Agreement shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Sec. 15. MODIFICATION. Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified, or amended except in writing signed by each party to this Agreement; provided, however, the Exhibits to this Agreement may be modified by agreement of a majority vote of the Steering Committee without each Member Agency approving and executing an amendment to this Agreement.

Sec. 16. HEADINGS; CONSTRUCTION OF AGREEMENT. The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine, or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 17. AUDIT. Each Member Agency shall have the right to audit this Agreement and all books, documents, and records relating thereto upon written request to MARC. MARC shall maintain all its books, documents, and records relating to this Agreement and any contract during the period of this Agreement for three (3) years after the date of final payment of the contract or this Agreement, whichever expires last. The books, documents, and records shall be made available for any and each of the Member Agencies' review within fifteen (15) business days after the written request is made.

Sec. 18. AFFIRMATIVE ACTION; NON-DISCRIMINATION.

(a) MARC shall require Private Firms to establish and maintain for the term of this Agreement an Affirmative Action Program in accordance with the provisions of Title VI of the Civil Rights Act of 1964, as amended. More specifically, any third party firm will comply with the applicable regulations of the U. S. Department of Transportation ("USDOT") relative to non-discrimination in federally assisted programs of the USDOT, as contained in 49 C.F.R. 21 through Appendix H and 23 C.F.R. 710.405, which are herein incorporated by reference and made a part of this Agreement.

(b) During the performance of this Agreement or any subcontract resulting thereof, MARC, Private Firms, and all subcontractors and vendors (the Private Firms, together with all subcontractors and vendors, shall for purposes of this Section 18 be collectively referred to as the "Other Contractor Parties") shall observe the provisions of the Kansas Acts Against Discrimination (K.S.A. 44-1001 et seq.) and Title VII of the Civil Rights Act of 1964 as amended and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, national origin, age, disability, ancestry, veteran status, or low income. In all solicitations or advertisements for employees, MARC and the Other Contractor Parties shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission"). If MARC fails to comply with the manner in which MARC reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, or if MARC is found guilty of a violation

of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, MARC shall be deemed to have breached this Agreement, and this Agreement may be canceled, terminated, or suspended, in whole or in part, by any of the Member Agencies.

(c) MARC shall abide by 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. 1201 et seq.), as well as all other federal, state, and local laws, ordinances, and regulations applicable to this project, and shall furnish any certification required by any federal, state, or local laws, ordinances, and regulations applicable to this project and shall furnish any certification required by any federal, state, or local governmental agency in connection therewith.

(d) MARC shall include the provisions of paragraphs (b) through (c) above in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

Sec. 19. ASSIGNABILITY OR SUBCONTRACTING. MARC shall not subcontract, assign, or transfer any part or all of MARC's obligations or interests without the Member Agencies prior approval which shall not be unreasonably delayed or withheld. If MARC shall subcontract, assign, or transfer any part or all of MARC's interests or obligations under this Agreement without the prior approval of the Member Agencies, it shall constitute a material breach of this Agreement.

Sec. 20. CONFLICTS OF INTEREST. MARC shall require its Private Firms to certify that no officer or employee of any of the Member Agencies, or no spouse of such officer or employee, has or will have a direct or indirect financial or personal interest in this Agreement or any other related agreement, and that no officer or employee of any of the Member Agencies, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of MARC or its Private Firms in this Agreement or any other related agreement.

Sec. 21. RULES OF CONSTRUCTION. The judicial rule of construction requiring or allowing an instrument to be construed to the detriment of or against the interests of the maker thereof shall not apply to this Agreement.

Sec. 22. NOTICE. Any notice to a party in connection with this Agreement shall be made in writing at the following address or such other address, as the party shall designate in writing:

MARC
Attention: Director, Mid-America Regional Council
600 Broadway, Suite 200
Kansas City, Missouri 64105

****For notices to each Member Agency, see the signature page(s) as they relate to each Member Agency.***

Sec. 23. GOVERNING LAW. This Agreement shall be construed and governed in accordance with the law of the State of Kansas. Any action in regard to this Agreement or arising out of its terms and conditions must be instituted and litigated in the courts of the State of Kansas, and in

no other. The Parties submit to the jurisdiction of the courts of the State of Kansas and waive venue.

Sec. 24. INDEMNIFICATION BY PRIVATE FIRMS. MARC shall require its Private Firms (including, without limitation, any design professionals) to defend, indemnify, and hold harmless the Member Agencies and any of its agencies, officials, officers, agents or employees from and against all claims, damages, liabilities, losses, costs, and expenses, including reasonable attorney fees, arising out of any negligent acts or omissions in connection with the services performed pursuant to this Agreement (including, without limitation, professional negligence), caused by a Private Firm, its employees, agents, contractors, or caused by others for whom the Private Firm is liable. Notwithstanding the foregoing, the Private Firm is not required under this section to indemnify the Member Agencies for the negligent acts of a Member Agency or any of its agencies, officials, officers, or employees.

Sec. 25. INSURANCE. MARC and any Private Firms retained by MARC shall maintain the types and amounts of insurance set forth in Exhibit 4; provided, however, the limits set forth in Exhibit 4 are the minimum limits and MARC may carry higher limits as it may deem necessary, in its discretion, or as may be required by other Member Agencies.

Sec. 26. INITIAL TERM; RENEWAL OF TERM. The initial term of this Agreement shall be two (2) years (“Term”) unless sooner terminated in accordance with Section 9 of this Agreement. The Term of this Agreement shall automatically renew for one (1) additional two (2) year period (the “Renewal Term”) on the same terms and conditions as set forth herein; provided, the Term shall not automatically renew as to each individual member agency if such member agency provides written notice to MARC of its intention not to renew within one hundred eighty (180) days prior to the expiration of the Term.

Sec. 27. CASH BASIS LAW & UNFUNDED OBLIGATIONS. This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. and amendments thereto as it applies to Member Agencies which are agencies or political subdivisions of the State of Kansas. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Member Agencies. This Agreement shall be construed and interpreted so as to ensure that the Member Agencies shall at all times stay in conformity with such laws and, as a condition of this Agreement, each member agency reserves the right to unilaterally sever, modify, or terminate its participation in this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of the Kansas Cash Basis Law to the extent it prohibits unfunded obligations. The Member Agencies are obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from: (a) funds budgeted and appropriated for that purpose during the Member Agencies’ current budget year, or (b) funds made available from any lawfully operated revenue producing source.

Sec. 28. EXECUTION IN MULTIPLE COUNTER PARTS. This Agreement may be executed by the parties in multiple counterparts which shall be taken together as one complete document.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each party hereto has executed this Agreement on the day and year herein written.

MID-AMERICA REGIONAL COUNCIL

By: _____

Title: _____

Date: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this ____ day of _____, 201__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Executive Director of Mid-America Regional Council (“MARC”) and that this foregoing instrument was signed and sealed on behalf of MARC by authority of its Board, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of MARC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Printed Name _____
Notary Public - State of Missouri
Commissioned in Jackson County

My commission expires:

***Notices:** Notices pursuant to this Agreement to BONNER SPRINGS, KS shall be sent to:

City of Bonner Springs
Attention: Rita Hoag
205 E Second Street
P.O. Box 38
Bonner Springs, KS 66012

EXECUTION OF AGREEMENT

BONNER SPRINGS, KS

By: _____
[PRINTED NAME]
[TITLE]

Date: _____

Attest:

Clerk

APPROVED AS TO FORM:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF _____)

On this ____ day of _____, 201__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Mayor of the City of _____, Kansas, and that the foregoing officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Printed Name: _____
Notary Public – State of Kansas
Commissioned in _____

My commission expires:

***Notices:** Notices pursuant to this Agreement to FAIRWAY, KS shall be sent to:

Bill Stogsdill, Public Works Director
4717 Roe Parkway
Roeland Park, KS 66205

EXECUTION OF AGREEMENT

FAIRWAY, KS

By: _____
[PRINTED NAME]
[TITLE]

Date: _____

Attest:

Clerk

APPROVED AS TO FORM:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF _____)

On this ____ day of _____, 201__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Mayor of the City of _____, Kansas, and that the foregoing officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Printed Name: _____
Notary Public – State of Kansas
Commissioned in _____

My commission expires:

***Notices:** Notices pursuant to this Agreement to UNIFIED GOVERNMENT, KS shall be sent to:

Lideana Laboy
701 North 7th Street, Suite 712
Kansas City, Kansas 66101

EXECUTION OF AGREEMENT

UNIFIED GOVERNMENT

By: _____
[PRINTED NAME]
[TITLE]

Date: _____

Attest:

Clerk

APPROVED AS TO FORM:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF _____)

On this ____ day of _____, 201__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Mayor of the City of _____, Kansas, and that the foregoing officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Printed Name: _____
Notary Public – State of Kansas
Commissioned in _____

My commission expires:

***Notices:** Notices pursuant to this Agreement to City of Lansing, KS shall be sent to:

City of Lansing
Director of Public Works
Attention: Jeff Rupp
730 First Terrace, Suite 3
Lansing, KS 66043

EXECUTION OF AGREEMENT

LANSING, KS

By: _____
[PRINTED NAME]
[TITLE]

Date: _____

Attest:

Clerk

APPROVED AS TO FORM:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF _____)

On this ____ day of _____, 201__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Mayor of the City of _____, Kansas, and that the foregoing officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Printed Name: _____
Notary Public – State of Kansas
Commissioned in _____

My commission expires:

***Notices:** Notices pursuant to this Agreement to LEAVENWORTH, KS shall be sent to:

City of Leavenworth
Attention: Public Works Director
Attn: Mike McDonald
100 North 5th Street
Leavenworth, Kansas 66048

EXECUTION OF AGREEMENT

LEAVENWORTH, KS

By: _____
[PRINTED NAME]
[TITLE]

Date: _____

Attest:

Clerk

APPROVED AS TO FORM:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF _____)

On this ____ day of _____, 201__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Mayor of the City of _____, Kansas, and that the foregoing officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Printed Name: _____
Notary Public – State of Kansas
Commissioned in _____

My commission expires:

***Notices:** Notices pursuant to this Agreement to LEAWOOD, KS shall be sent to:

City of Leawood
Attention: David Ley, Public Works Director
4800 Town Center Dr.
Leawood, KS 66211

EXECUTION OF AGREEMENT

LEAWOOD, KS

By: _____
[PRINTED NAME]
[TITLE]

Date: _____

Attest:

Clerk

APPROVED AS TO FORM:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF _____)

On this ____ day of _____, 201__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Mayor of the City of _____, Kansas, and that the foregoing officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Printed Name: _____
Notary Public – State of Kansas
Commissioned in _____

My commission expires:

***Notices:** Notices pursuant to this Agreement to LENEXA, KS shall be sent to:

City of Lenexa
Attention: Community Development Director
12350 W 87th Street Pkwy
Lenexa, KS 66215-2882

EXECUTION OF AGREEMENT

LENEXA, KS

By: _____
[PRINTED NAME]
[TITLE]

Date: _____

Attest:

Clerk

APPROVED AS TO FORM:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF _____)

On this ____ day of _____, 201__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Mayor of the City of _____, Kansas, and that the foregoing officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Printed Name: _____
Notary Public – State of Kansas
Commissioned in _____

My commission expires:

***Notices:** Notices pursuant to this Agreement to MERRIAM, KS shall be sent to:

City of Merriam
Attention: Public Works Director
9000 W 62nd Terr.
Merriam, KS 66202-2815

EXECUTION OF AGREEMENT

MERRIAM, KS

By: _____
[PRINTED NAME]
[TITLE]

Date: _____

Attest:

Clerk

APPROVED AS TO FORM:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF _____)

On this ____ day of _____, 201__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Mayor of the City of _____, Kansas, and that the foregoing officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Printed Name: _____
Notary Public – State of Kansas
Commissioned in _____

My commission expires:

***Notices:** Notices pursuant to this Agreement to MISSION, KS shall be sent to:

City of Mission
Attention: Public Works Director
4775 Lamar
Mission, Kansas 66202

EXECUTION OF AGREEMENT

MISSION, KS

By: _____
[PRINTED NAME]
[TITLE]

Date: _____

Attest:

Clerk

APPROVED AS TO FORM:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF _____)

On this ____ day of _____, 201__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Mayor of the City of _____, Kansas, and that the foregoing officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Printed Name: _____
Notary Public – State of Kansas
Commissioned in _____

My commission expires:

***Notices:** Notices pursuant to this Agreement to MISSION WOODS, KS shall be sent to:

City of Mission Woods
Attention: Mayor, Robert Tietz
5338 Mission Woods Road
Mission Woods, Kansas 66205

EXECUTION OF AGREEMENT

MISSION WOODS, KS

By: _____
[PRINTED NAME]
[TITLE]

Date: _____

Attest:

Clerk

APPROVED AS TO FORM:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF _____)

On this ____ day of _____, 201__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Mayor of the City of _____, Kansas, and that the foregoing officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Printed Name: _____
Notary Public – State of Kansas
Commissioned in _____

My commission expires:

***Notices:** Notices pursuant to this Agreement to OLATHE, KS shall be sent to:

City of Olathe
Attention: Public Works Director
100 E Santa Fe
Olathe, KS 66061

EXECUTION OF AGREEMENT

OLATHE, KS

By: _____
[PRINTED NAME]
[TITLE]

Date: _____

Attest:

Clerk

APPROVED AS TO FORM:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF _____)

On this ____ day of _____, 201__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Mayor of the City of _____, Kansas, and that the foregoing officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Printed Name: _____
Notary Public – State of Kansas
Commissioned in _____

My commission expires:

***Notices:** Notices pursuant to this Agreement to OVERLAND PARK, KS shall be sent to:

City of Overland Park
Attention: Director of Public Works
8500 Santa Fe Drive
Overland Park, KS 66212

EXECUTION OF AGREEMENT

OVERLAND PARK, KS

By: _____
[PRINTED NAME]
[TITLE]

Date: _____

Attest:

Clerk

APPROVED AS TO FORM:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF _____)

On this ____ day of _____, 201__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Mayor of the City of _____, Kansas, and that the foregoing officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Printed Name: _____
Notary Public – State of Kansas
Commissioned in _____

My commission expires:

***Notices:** Notices pursuant to this Agreement to PRAIRIE VILLAGE, KS shall be sent to:

City of Prairie Village
Attention: Keith Bredehoeft, Public Works Director
7700 Mission Road
Prairie Village, Kansas 66208

EXECUTION OF AGREEMENT

PRAIRIE VILLAGE, KS

By: _____
[PRINTED NAME]
[TITLE]

Date: _____

Attest:

Clerk

APPROVED AS TO FORM:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF _____)

On this ____ day of _____, 201__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Mayor of the City of _____, Kansas, and that the foregoing officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Printed Name: _____
Notary Public – State of Kansas
Commissioned in _____

My commission expires:

***Notices:** Notices pursuant to this Agreement to SHAWNEE, KS shall be sent to:

City of Shawnee
Attention: Doug Whitacre
18690 Johnson Drive
Shawnee, KS 66218

EXECUTION OF AGREEMENT

SHAWNEE, KS

By: _____
[PRINTED NAME]
[TITLE]

Date: _____

Attest:

Clerk

APPROVED AS TO FORM:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF _____)

On this ____ day of _____, 201__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Mayor of the City of _____, Kansas, and that the foregoing officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Printed Name: _____
Notary Public – State of Kansas
Commissioned in _____

My commission expires:

***Notices:** Notices pursuant to this Agreement to WESTWOOD, KS shall be sent to:

City of Westwood
Attention: John Sullivan, Public Works
2545 W. 47th Street
Westwood, KS 66205

EXECUTION OF AGREEMENT

WESTWOOD, KS

By: _____
[PRINTED NAME]
[TITLE]

Date: _____

Attest:

Clerk

APPROVED AS TO FORM:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF _____)

On this ____ day of _____, 201__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Mayor of the City of _____, Kansas, and that the foregoing officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Printed Name: _____
Notary Public – State of Kansas
Commissioned in _____

My commission expires:

EXHIBIT 1

OPERATION GREEN LIGHT COMMITTEE

Role, Responsibility, and Organizational Structure

- 1.1.1 *Responsibilities: The Operation Green Light Steering Committee shall serve to approve budgets, procurement and staffing recommendations to the Mid-America Regional Council Board of Directors and to make other technical and policy decisions concerning the development, deployment and operation of the Operation Green Light regional traffic signal coordination program, including: approve the program’s upcoming annual budget during the final meeting of the calendar year. Purchases and contracts shall follow MARC’s established threshold guidelines as well as the following: amounts of \$15,000-\$25,000 shall be reported to the committee; amounts of \$25,001 or more shall be voted on and approved by the Steering Committee before purchase or contract is sent to MARC’s Board of Directors for approval.*
- 1.1.2 Participate in program decision-making at key points by reviewing and providing comments on project deliverables and by approving or rejecting technical and policy recommendations;
- 1.1.3 Participate in the development of inter-jurisdictional agreements for the construction, operation, maintenance and other activities of the regional traffic signal coordination system; and
- 1.2 Call upon committee members to participate in Task Force work groups as technical issues arise requiring additional effort than time allows during a Steering Committee meeting. The Task Force shall submit to the Steering Committee recommendations based on its discussions.
- 1.3 Membership and Meetings: The Steering Committee shall be composed of representatives from participating agencies in the following manner:

(The following table is a current list as of September 2018.)

| | Participating Agency Non-Funding Agency in Bold | Membership (voting) |
|----|---|--------------------------------------|
| 1 | Blue Springs | 1 |
| 2 | Bonner Springs | 1 |
| 3 | Fairway | 1 |
| 4 | FHWA – MO & KS | Ex Officio |
| 5 | Gladstone | 1 |
| 6 | Grandview | 1 |
| 7 | Independence | 1 |
| 8 | Kansas City, MO | 1 |
| 9 | KCScout | Ex Officio |
| 10 | KDOT | 1 |
| 11 | Lansing | 1 |
| 12 | Leavenworth | 1 |
| 13 | Leawood | 1 |
| 14 | Lee’s Summit | 1 |
| 15 | Lenexa | 1 |
| 16 | Liberty | 1 |
| 17 | MARC | 1 |
| 18 | Merriam | 1 |
| 19 | Mission | 1 |
| 20 | Mission Woods | 1 |
| 21 | MoDOT | 1 |

| | | |
|----|------------------------|---|
| 22 | North Kansas City | 1 |
| 23 | Olathe | 1 |
| 24 | Overland Park | 1 |
| 25 | Prairie Village | 1 |
| 26 | Raymore | 1 |
| 27 | Shawnee | 1 |
| 28 | Unified Government/KCK | 1 |
| 29 | Westwood | 1 |

Each representative shall have a designated alternate with full authority to act in the absence of the representative. The Steering Committee may be expanded to include other additional members as approved by majority vote of the members of the existing Steering Committee.

The Steering Committee shall meet minimally on a quarterly basis but may meet more frequently if the business of the Steering Committee necessitates. The final meeting of the calendar year shall be designed to report on the State of the Operation Green Light Program including Budget reporting and approval of the future budget and election of the next vice-chairperson.

The chairperson of the Steering Committee shall have the authority to call a meeting of the Committee with a minimum of seven (7) calendar days' notice to all the members. Notice is deemed to have occurred from the date that it is deposited with the United States Postal Service, postage prepaid; distributed via Facsimile; OR distributed via E-mail addressed to the members of the Steering Committee. The chairperson and vice-chairperson shall help develop meeting agendas prior to meeting notices and shall preside over the meetings.

- 1.4 Chairperson and Vice-Chairperson: The Steering Committee members shall elect by majority vote of all of the voting members of the Committee, from amongst the members of the Committee, a vice-chairperson who will serve a one-year term. Said election will occur at the final regularly scheduled meeting of the calendar year of the Steering Committee prior to the expiration of the chairperson's one-year term. The vice-chairperson shall assume the responsibilities of the chairperson at the end of the chairperson's term and any time the chairperson is unable to attend committee meetings. Kansas and Missouri shall be represented in these positions in alternating years.

- 1.5 Quorum and Voting: All members of the Steering Committee shall be entitled to one vote on all matters submitted to the Committee for vote.

Any **six** of the voting members of the Steering Committee, including at least **one** member from Kansas City, Missouri, the Missouri Department of Transportation, Unified Government/Kansas City, Kansas, or Overland Park, Kansas, (based on the four largest agencies by signal count at the beginning of the current Operations contract term) shall constitute the quorum necessary to convene the meeting of the Committee. All official actions by the Steering Committee shall require a majority vote of the members present at the meeting.

All votes shall be taken and recorded in the minutes by roll call. Each member shall have the ability to recall any matter voted upon during his or her absence providing said member notifies in writing the committee chairperson or co-chairperson within 7 calendar days of when the meeting minutes are posted to the MARC website and/or delivered to committee members via email. Within 3 business days of being notified, the chairperson or co-chairperson shall collaborate with OGL staff to present the issue for a reconsideration of the vote via email to all committee members who will be asked to respond within 10 calendar days. If a response is not received by close of business on the 10th day, the member's previously cast vote shall be counted in the same manner.

EXHIBIT 2

SCOPE OF WORK

1. Project Management

The Mid-America Regional Council (MARC) will provide staff time, equipment and materials, and contract services necessary to accomplish the following project management services:

- Arrange and conduct regular Steering Committee meetings to discuss and develop policies and procedures governing the development, implementation and on-going operation of the program;
- Arrange and conduct Technical Committee meetings as needed to discuss and develop recommendations concerning technical issues associated with the development, implementation and on-going operation of the project;
- Arrange and conduct other meetings with project participants as necessary to develop, implement and operate the project;
- Negotiate, execute and administer agreements with state and local governments to provide federal, state and local funding for the development, implementation and ongoing operation of the program;
- Develop and publish requests for proposals, consultant agreements and other procurement documents necessary to select and hire contractors to provide system integration services, telecommunications and traffic engineering design services, computer software, computer hardware, communications network, traffic signal equipment and other items necessary for the development, implementation and ongoing operation of the program;
- Negotiate, execute and administer agreements with private firms to provide system integration services, telecommunications and traffic engineering design services, computer software, computer hardware, communications network, traffic signal equipment and other items necessary for the development, implementation and ongoing operation of the program;
- Develop and maintain project budgets and schedules;
- Develop and maintain project databases;
- Publish and distribute project documents and other deliverables to participating state and local governments; and
- Perform other tasks necessary to manage and administer the program.

2. Traffic Signal Timing

MARC shall coordinate with agency staff or their delegates to develop and implement, with agency approval, the requisite signal timing plans for OGL intersections

3. Operations and Maintenance

3.1. Computer Software and Databases

MARC will procure all required software and may engage a private firm or firms selected by the project Steering Committee to provide technical support and maintain computer software and databases at the Operation Green Light Traffic Operations Center. MARC staff shall be responsible for providing day-to-day maintenance of the computer software and databases including but not limited to data entry, backups, upgrades, etc., at the Operation Green Light Traffic Operations Center.

3.2. Computer Network

MARC will procure all required hardware and software. Any equipment (e.g. switches, routers, hubs, etc.) that is used for the field communication back bone will be considered part of the computer network. MARC may engage a private firm or firms selected by the Steering Committee to provide technical support and maintain the Operation Green Light computer network.

3.3. Field Communications System

All field communications equipment purchased by MARC will be maintained by MARC. The city will maintain any pre-existing, city-owned equipment that is utilized as part of the OGL field communication system. MARC staff will monitor the field communication system through monitoring software which is purchased by MARC. MARC may engage a private firm or firms selected by the project Steering Committee to maintain the regional field communications system. The scope of services for this work will be developed with and approved by the Steering Committee.

3.4. Traffic Signal Controllers

Each member agency shall be responsible for all maintenance to the traffic signal controllers. MARC responsibility will be limited to maintaining the regional field communication system and will terminate at the traffic controller unless otherwise specified. Traffic signal controllers and cabinets that have been purchased and/or installed as part of the OGL controller upgrade project will also be owned and maintained by the local jurisdiction once they have been received and/or accepted, and the local jurisdiction will be responsible for purchasing and installing replacement controllers that are compatible with the OGL system should the MARC-purchased controller fail.

EXHIBIT 3
COMPENSATION

- A. The amount each Member Agency will pay MARC under this contract will not exceed the amount listing in the below table. This amount represents the Member Agency share of the total project cost as shown in this Exhibit. The Member Agency shall pay MARC, upon invoice, for the actual costs incurred for MARC on a yearly basis.

| REVENUE SOURCES FOR OPERATION GREEN LIGHT | | | | | |
|--|--|---|---|----------------------|--|
| FOR OPERATING YEARS 2019-2020 | | | | | |
| LOCAL GOVERNMENTS | | | | | |
| Agency | Locations weighted by % ownership | 2019 Cost per signal at \$600/year | 2020 Cost per signal at \$600/year | | |
| 1 | BONNER SPRINGS | 4 | \$ 2,400.00 | \$ 2,400.00 | |
| 2 | FAIRWAY | 2 | \$ 1,200.00 | \$ 1,200.00 | |
| 3 | LANSING | 4 | \$ 2,400.00 | \$ 2,400.00 | |
| 4 | LEAVENWORTH | 1 | \$ 600.00 | \$ 600.00 | |
| 5 | LEAWOOD | 11.25 | \$ 6,750.00 | \$ 6,750.00 | |
| 6 | LENEXA | 35 | \$ 21,000.00 | \$ 21,000.00 | |
| 7 | MERRIAM | 18 | \$ 10,800.00 | \$ 10,800.00 | |
| 8 | MISSION | 2.75 | \$ 1,650.00 | \$ 1,650.00 | |
| 9 | MISSION WOODS | 0.75 | \$ 450.00 | \$ 450.00 | |
| 10 | OLATHE | 15 | \$ 9,000.00 | \$ 9,000.00 | |
| 11 | OVERLAND PARK | 44.75 | \$ 26,850.00 | \$ 26,850.00 | |
| 12 | PRAIRIE VILLAGE | 6.75 | \$ 4,050.00 | \$ 4,050.00 | |
| 13 | SHAWNEE | 14.5 | \$ 8,700.00 | \$ 8,700.00 | |
| 14 | UGOVT/KCK | 64 | \$ 38,400.00 | \$ 38,400.00 | |
| 15 | WESTWOOD | 1.25 | \$ 750.00 | \$ 750.00 | |
| TOTALS | | 225 | \$ 135,000.00 | \$ 135,000.00 | |

- B. It shall be a condition precedent to payment of any invoice from MARC that MARC is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by a Member Agency as a result of breach or default by MARC, the Member Agency may withhold payment(s) to MARC for the purpose of set off until such time as the exact amount of damages due the Member Agency from MARC may be determined.
- C. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Agreement.
- D. A Member Agency is not liable for any obligation incurred by MARC except as approved under the provisions of this Agreement.

Exhibit 4

INSURANCE REQUIREMENTS

A. MARC shall procure and maintain and shall cause any Private Firm it engages to perform services under this Agreement to procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. MARC shall not accept insurance policies from any Private Firm containing a Self-Insured Retention.

1. Commercial General Liability Insurance: with limits of \$500,000 per occurrence and \$2,000,000 aggregate, written on an “occurrence” basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Contractual Liability
- c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
- d. No Contractual Liability Limitation Endorsement
- e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent

2. Workers’ Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers Compensation Statutory
Employers Liability
\$100,000 accident with limits of:
\$500,000 disease-policy limit
\$100,000 disease-each employee

3. Commercial Automobile Liability Insurance: with \$500,000 per claim up to \$2,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an “any auto” basis and written on an “occurrence” basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Design Professional.

4. Professional Liability Insurance (only applicable for Private Firms that are design professionals or other types of professionals that can carry professional liability insurance): with limits Per Claim/Annual Aggregate according to the following schedule:

| <u>Fee Minimum Limits</u> | <u>Professional Liability Minimum</u> |
|--|---------------------------------------|
| Less than \$25,000 | \$100,000 |
| \$25,000 or more, but less than \$50,000 | \$500,000 |
| \$50,000 or more | \$1,000,000 |

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to MARC and the City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that MARC and the City and their agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Private Firms engaged by MARC shall provide to MARC and the City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds.

C. All insurance coverage must be written by companies that have an A.M. Best’s rating of “B+V” or better, and are licensed or approved by the State of Kansas to do business in Kansas and by the State of Missouri to do business in Missouri.

D. Regardless of any approval by MARC or the City, it is the responsibility of the Private Firms to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of a Private Firm’s failure to maintain the required insurance in effect, MARC may order the Private Firm to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

EXHIBIT 5

Operation Green Light Location / Ownership Matrix

| Component | Location | Purchased By | Owned By | Maintained By | Comments |
|---|-------------------|---------------------|-----------------|----------------------|---|
| Software/Firmware | | | | | |
| TransSuite & Associated Software | OGL TOC | MARC | MARC | MARC* | |
| Genetec Video System | OGL TOC | MARC | MARC | MARC* | Available for use by local agencies |
| Other software used by MARC staff | OGL TOC | MARC | MARC | MARC* | |
| Computer Hardware | | | | | |
| OGL TOC Servers | OGL TOC | MARC | MARC | MARC* | |
| OGL TOC Workstations | OGL TOC | MARC | MARC | MARC* | |
| Agency TOC Servers | Local Agency | Local Agency | Local Agency | Local Agency | |
| Agency TOC Workstations | Local Agency | Local Agency | Local Agency | Local Agency | |
| Field Hardware | | | | | |
| OGL Field Network Equipment | Field | MARC | MARC | MARC* | |
| Local Agency Field Network Equipment | Field | Local Agency | Local Agency | Local Agency | Extention of City network |
| Existing Closed-Loop fiber re-tasked to OGL Network | Field | Local Agency | Local Agency | Local Agency | OGL owns switches to manage |
| Traffic Signal Controllers | Field | MARC/Local Agency | Local Agency | Local Agency | OGL purchased controllers only for original build-out |
| OGL-purchased Closed Circuit Camera | Field | MARC | Local Agency | Local Agency | |
| Miscellaneous | | | | | |
| OGL TOC Office | MoDOT KC District | MoDOT | MoDOT | MoDOT | |
| OGL TOC Phone System | OGL TOC | MoDOT | MoDOT | MoDOT | |
| OGL TOC Office Furniture & Equipment | OGL TOC | MARC | MARC | MARC* | |
| OGL Vehicles & Mobile Equipment | OGL TOC | MARC | MARC | MARC* | |

* MARC maintained components to be maintained by joint-funded agreement

Exhibit 6

OGL Concept of Operations: Roles and Responsibilities

Introduction

Operation Green Light (OGL) is a regional initiative to improve traffic flow and reduce vehicle emissions by coordinating traffic signals on major roadways in the Kansas City metropolitan area. OGL is a cooperative effort of the Mid-America Regional Council (MARC), state departments of transportation and local agencies working together to coordinate traffic signal timing plans and communication between traffic signal equipment across jurisdictional boundaries.

The concept of operations provides a high-level overview of the roles and responsibilities of the agencies participating in the operation and management of OGL. The concept of operations is intended to balance the need for standardization and uniformity of operations on OGL routes with the need to be responsive to the unique needs and circumstances of the agencies participating in OGL.

Signal Timing

Initial Deployment of Regional Timing Plans

The member agencies will partner with MARC and each other in developing regional traffic signal timing plans. In order to facilitate this work each member agency will provide MARC traffic counts and other relevant, available data for traffic signals that are part of regionally significant traffic corridors that pass through adjacent cities. This information may include;

- Existing timing plans and data in the existing traffic controller (controller data sheets)
- Intersection geometry via aerial mapping
- Signal phasing information (or policy)
- Historical traffic count information available
- Approved yellow and all-red clearance intervals (or policy)
- Pedestrian timing (or policy)
- Signal phasing policy (lead only/lead-lag/vary lead-lag by time-of-day)
- Historical citizen complaints on the intersection operation as needed

After providing data to MARC, each member agency will then work with MARC to cooperatively develop regionally optimized timing plans. The member agency will continue to be responsible for maintenance of timing plans for traffic signals that lie wholly within the member agency's jurisdictional boundaries and are not on OGL corridors unless the member agency decides to contract this work to MARC. The steps involved in the development of regional timing plans are:

- The member agency will either collect traffic counts on the arterials for signals maintained by the member agency and provide this information to MARC OR will contract with MARC to collect traffic counts as needed.
- In conjunction with member agency staff, MARC will conduct travel-time studies and speed profile studies on the arterial prior to implementation of the timing plans
- MARC may hold design meetings with representatives from the member agencies and other impacted agencies. At the first of these meetings the following items will be established
 - Number of timing plans and time of use (i.e., am, noon, pm, off-peaks, etc.)
 - Critical intersections of a corridor
 - An initial common corridor cycle length for each of the plans identified (i.e. am,



pm, etc.) [Note: this cycle length may need to be revisited after developing the regional timing plan.]

- The member agency will then develop the following initial parameters for individual signals maintained by the member agency for each of the timing plans to be developed, and submit them to MARC for review and incorporation into regional plans for the OGL corridor;
 - phase sequencing
 - splits
 - offsets
- MARC will develop initial splits and offsets for any remaining signals and incorporate member agency developed timing plans into regional plans for the OGL corridor.
- MARC may then incorporate the regional plans into mutually agreed upon software as needed for review by the member agencies.
- At the second meeting, MARC and the member agencies will;
 - Review the regional timing plans developed
 - Review any software models developed
 - Determine if any changes to initial timings need to be made to optimize the operation of the corridor
- Once the member agencies have agreed on the different timing plans developed, they will download the timing plans into signal controllers maintained by each member agency OR will request MARC to provide signal timing plans and download to local controllers.
- In conjunction with member agency staff, MARC will field-monitor each arterial after a timing plan has been downloaded and will work with the member agency to make any additional changes to further optimize the flow of traffic if necessary.
- In conjunction with member agency staff, MARC will conduct travel-time and speed profile studies on arterials after implementation of the optimized signal timing plans

Providing Maintenance Timing Plans

As part of a regional effort, MARC will on a regular basis, or as requested, examine the operations of signals that are part of regionally significant traffic corridors that pass through the member agency and adjacent cities and determine if optimization is necessary. If minor changes to splits and offsets are to be made to individual signals along an OGL corridor the following steps will be followed:

- In conjunction with MARC, member agency staff will field-monitor the affected corridor or intersection(s)
- MARC will meet with affected member agencies if needed
- MARC will collect traffic counts as necessary OR the member agency will collect traffic counts at member agency maintained traffic signals
- The member agency will develop timing plans for member agency maintained signals and download them to controllers as necessary in coordination with MARC OR MARC will develop and provide revised arterial timing plans as needed
- In conjunction with member agency staff, MARC will field-monitor each arterial after timing plan download and provide further optimization if necessary by submitting updated timing plans for agency consideration and download

If major changes, such as changes to cycle lengths, phase sequencing and major changes to splits, are to be made along an OGL corridor, the process described above for initial deployment of regional timing plans may be used.

Incident Management



The member agency will work with MARC and other member agencies to identify locations along the regionally significant arterials and interstate highways where incidents are prone to happen and have major impact on traffic flow. These locations may be manually forced to run special plans when an incident is observed at the TOC. The following steps shall be followed for planned, recurring, and anticipated incident response:

- MARC and member agencies will identify incident-prone locations
- MARC will meet with affected member agencies to discuss solutions
- MARC will develop signal timing plans for the incident
- MARC will submit such plans for review by member agencies
- MARC and member agencies will jointly determine the parameters required for invoking such a plan by the TOC
- Once the plan has been invoked (when the required parameters are met) MARC will inform the affected agencies immediately
- After the incident has been cleared, MARC will put signals back on their regular plans and inform member agencies

The member agency will inform MARC about construction and roadway closures and may request signal timing plan adjustments. MARC will provide special timing plans when requested to optimize traffic flow for agency consideration and download.

Citizen Complaints

Member agencies will route/report citizen complaints/requests on OGL signals to the TOC and MARC, in cooperation with the member agency, will respond to the complaint/request in a timely manner. MARC will also route/report received citizen complaints to the member agencies and maintain a response log.

Dispute Resolution

In the event that satisfactory agreement cannot be reached between member agencies on timing plans or incident plans developed for OGL, the dispute will be referred to the OGL Steering Committee, which will provide recommendations for resolution. Unless the responsible engineer for a member agency determines that such plans will create an unsafe condition within their jurisdiction, the member agency will implement the plans recommended by the Committee

Emergency Provisions

In the event of an emergency not already covered under a pre-arranged incident-management plan, the member agency will take any steps it considers necessary to manage traffic signals within its jurisdiction to ensure the safety of the traveling public. The member agency will notify MARC of any emergency changes made to OGL traffic signal timing plans in a timely manner and will work expeditiously with MARC to restore all OGL corridors within its jurisdiction to normal operation when the emergency subsides.

Field Communication Operation and Maintenance

MARC will be responsible for maintenance and replacement of all wireless communication infrastructure that is installed as a result of OGL initiated construction projects. Member agencies that have the capability to maintain their own communication infrastructure may do by separate agreement with MARC.



Controller Upgrades and Work inside the Traffic Controller Cabinet

MARC will, with the applicable member agencies, upgrade traffic controllers that are incapable of communicating with the central system software. When work is performed that involves the opening of a traffic controller cabinet, the member agency will coordinate with the contractor and have a representative in the field. The member agency will test and approve/disapprove the work performed by the contractor and inform MARC of the fact. MARC will be responsible for administration and final approval of all OGL initiated construction projects. Member agencies are responsible for notifying and coordinating with OGL when undertaking traffic signal system construction projects on OGL corridors.

Technical Support for OGL Computer Network

MARC will provide technical support for the central system software and the laptop version of the central system software. MARC will also maintain the computer network hardware along with all network components such as network switches, routers, licensed and unlicensed radios, modems etc.

The Traffic Operations Center

MARC will staff OGL operations at the Traffic Operations Center (TOC). The TOC is currently co-located with the KC Scout program and offices in the MoDOT KC District offices.

The TOC will be staffed as determined by MARC. MARC expects to coordinate with Kansas City Scout and use the video monitoring capabilities available at the KC Scout TOC to alleviate congestion along arterials. It is recommended that member agencies with traffic management centers, at a minimum, staff their centers to operate on a schedule concurrent with OGL.

The staff will interact with citizens and the media and provide answers to traffic signal timing questions on OGL signals.



| | | |
|----------------------------|--------------|--------------|
| City of Mission | Item Number: | 5. |
| ACTION ITEM SUMMARY | Date: | 1/2/2019 |
| Public Works | From: | Brent Morton |

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

RE: Johnson County CARS 2019 Interlocal Agreement for funding of public improvements to Broadmoor Drive (Johnson Drive to Martway).

RECOMMENDATION: Approve the Interlocal Agreement with Johnson County for the public improvement of Broadmoor Drive (Johnson Drive to Martway) (CARS Project No. 320001308) using 2019 CARS Program funding in an amount not to exceed \$453,000.

DETAILS: Broadmoor Drive, between Johnson Drive and Martway, is a 38 foot wide minor collector serving multi-family residential, commercial, and industrial traffic. The existing pavement, curb, and stormwater infrastructure is in poor condition. Sidewalks are in poor condition and are not compliant with ADA standards.

The project was identified in the City's Capital Improvement Program for construction in 2019, and is approved for funding through the Johnson County CARS Program. Up to 50% of the project's construction and construction inspection costs are eligible to be reimbursed by the CARS Program. Costs associated with design, utility relocation and ROW/easement acquisition are not eligible for CARS participation. Total project costs are currently estimated at \$1,162,706

The Interlocal Agreement specifies the County's participation in the project for a total cost not to exceed \$453,000, and commits the City's funds to the project. Approval of the interlocal agreement is the final step with the County to move the Broadmoor Drive reconstruction project forward in the County's CARS approval process. Internally, Olsson is completing final design documents, staff is working on ROW and easement acquisition, and we anticipate the project will be put out for bid in early spring.

CFAA CONSIDERATIONS/IMPACTS: This project supports a number of the checklist items in the Transportation and Mobility category. This project will address ADA compliance and sidewalk connectivity to provide pedestrian modes of transportation. New street lighting will be added to ensure adequate lighting in the corridor.

| | |
|---------------------------------|--|
| Related Statute/City Ordinance: | N/A |
| Line Item Code/Description: | 40-90-805-09 Capital Projects - Street Sales Tax Fund 25-90-805-60 CARS Projects - Capital Improvement Fund |
| Available Budget: | \$1,162,706 |

**Agreement between Johnson County, Kansas,
and the City of Mission, Kansas, for the Public Improvement of
Broadmoor Dr from Johnson Dr to Martway
(320001308)**

THIS AGREEMENT, made and entered into this _____ day of _____, 2019 by and between the Board of County Commissioners of Johnson County, Kansas ("Board") and the City of Mission, Kansas ("City").

WITNESSETH:

WHEREAS, the parties have determined that it is in the best interests of the general public in making certain public improvements to Broadmoor Dr from Johnson Dr to Martway (the "Project"); and

WHEREAS, the laws of the State of Kansas authorize the parties to this Agreement to cooperate in undertaking the Project; and

WHEREAS, the governing bodies of each of the parties have determined to enter into this Agreement for the purpose of undertaking the Project, pursuant to K.S.A. 12-2908 and K.S.A. 68-169, and amendments thereto; and

WHEREAS, the Project has been approved, authorized, and budgeted by the Board as an eligible project under the County Assistance Road System ("CARS") Program; and

WHEREAS, the Board has, by County Resolution No. 106-90, authorized its Chairman to execute any and all Agreements for County participation in any CARS Program project which has been approved and authorized pursuant to the Policies and Guidelines adopted by the Board and for which funding has been authorized and budgeted therefore; and

WHEREAS, the governing body of the City did approve and authorize its Mayor to execute this Agreement by official vote on the _____ day of _____, 2019.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the parties agree as follows:

1. **Purpose of Agreement.** The parties enter into this Agreement for the purpose of undertaking the Project to assure a more adequate, safe and integrated roadway network in the developing and incorporated areas of Johnson County, Kansas.

2. **Estimated Cost and Funding of Project**

a. The estimated cost of the Project (“Project Costs”), a portion of which is reimbursable under this Agreement, is One Million One Hundred Sixty Two Thousand Seven Hundred Six Dollars (\$1,162,706).

b. Project Costs include necessary costs and expenses of labor and material used in the construction of the Project and construction inspection and staking for the Project.

c. The Project Costs shall be allocated between the parties as follows:

i. The Board shall provide financial assistance for the Project in an amount up to but not exceeding Fifty Percent (50%) of the Project Costs. However, the Board's financial obligation under this Agreement shall be limited to an amount not to exceed Four Hundred Fifty Three Thousand Dollars (\$453,000). For purposes of this Agreement, Project Costs shall not include any portion of costs which are to be paid by or on behalf of any state or federal governmental entity or for which the City may be reimbursed through any source other than the general residents or taxpayers of the City. Further, it is understood and agreed by the parties hereto that the Board shall not participate in, nor pay any portion of, the Costs incurred for or related to the following:

1. Land acquisition, right-of-way acquisition, or utility relocation;
2. Legal fees and expenses, design engineering services, Project administration, or financing costs;

3. Taxes, licensing or permit fees, title reports, insurance premiums, exactions, recording fees, or similar charges;
4. Project overruns;
5. Project scope modifications or major change orders which are not separately and specifically approved and authorized by the Board; and;
6. Minor change orders which are not separately and specifically approved and authorized by the Director of Public Works & Infrastructure of Johnson County, Kansas ("Public Works Director"). Minor change orders are those which do not significantly alter the scope of the Project and which are consistent with the CARS Program Policies and Guidelines and administrative procedures thereto adopted by the Board.

It is further understood and agreed that notwithstanding the designated amount of any expenditure authorization or fund appropriation, the Board shall only be obligated to pay for the authorized percentage of actual construction costs incurred or expended for the Project under appropriate, publicly bid, construction contracts. The Board will not be assessed for any improvement district created pursuant to K.S.A. 12-6a01 et seq., and amendments thereto, or any other improvement district created under the laws of the State of Kansas.

- ii. The City shall pay One Hundred Percent (100%) of all Project Costs not expressly the Board's obligation to pay as provided in this Agreement.

3. **Financing**

- a. The Board shall provide financial assistance, as provided in Paragraph 2.c. above, towards the cost of the Project with funds budgeted, authorized, and appropriated by the Board and which are unencumbered revenues that are on-hand in deposits of Johnson County, Kansas. This paragraph shall not be construed as limiting the ability of the Board to finance its portion of the costs and expenses of the Project through the issuance of bonds or any other legally authorized method.
- b. The City shall pay its portion of the Project Costs with funds budgeted, authorized, and appropriated by the governing body of the City.

4. **Administration of Project.** The Project shall be administered by the City, acting by and through its designated representative who shall be the City public official designated as Project Administrator. The Project Administrator shall assume and perform the following duties:

- a. Cause the making of all contracts, duly authorized and approved, for retaining consulting engineers to design and estimate the Project Costs.
- b. Submit a copy of the plans and specifications for the Project to the Johnson County Public Works Director for review, prior to any advertisement for construction bidding, together with a statement of estimated Project Costs which reflects the Board's financial obligation under the terms of this Agreement. The Public Works Director or his designee shall review the copy of the plans and specifications for the Project and may, but shall not be obligated to, suggest changes or revisions to the plans and specifications.
- c. If required by applicable state or federal statutes, solicit bids for the construction of the Project by publication in the official newspaper of the City. In the solicitation of bids, the appropriate combination of best bids shall be determined by the City.
- d. Cause the making of all contracts and appropriate change orders, duly authorized and approved, for the construction of the Project.
- e. Submit to the Public Works Director a statement of actual costs and expenses in the form of a payment request, with attached copies of all invoices and supporting materials, on or before the tenth day of each month following the

month in which costs and expenses have been paid. The Public Works Director shall review the statement or payment request to determine whether the statement or payment request is properly submitted and documented and, upon concurrence with the Finance Director of Johnson County, Kansas, (“Finance Director”) cause payment to be made to the City of the Board's portion of the Project Costs within thirty (30) days after receipt of such payment request. In the event federal or state agencies require, as a condition to state or federal participation in the Project, that the Board make payment prior to construction or at times other than set forth in this subsection, the Public Works Director and the Finance Director may authorize such payment.

- f. Except when doing so would violate a state or federal rule or regulation, cause a sign to be erected in the immediate vicinity of the Project upon commencement of construction identifying the Project as part of the CARS Program. The form and location of the sign shall be subject to the review and approval of the Public Works Director.

Upon completion of the construction of the Project, the Project Administrator shall submit to each of the parties a final accounting of all Project Costs incurred in the Project for the purpose of apportioning the same among the parties as provided in this Agreement. It is expressly understood and agreed that in no event shall the final accounting obligate the parties for a greater proportion of financial participation than that set out in Paragraph 2.c. of this Agreement. The final accounting of Project Costs shall be submitted by the Project Administrator no later than sixty (60) days following the completion of the Project construction.

It is further understood and agreed by the City that to the extent permitted by law and subject to the provisions of the Kansas Tort Claims Act including but not limited to maximum liability and immunity provisions, the City agrees to indemnify and hold the County, its officials, and agents harmless from any cost, expense, or liability not expressly agreed to by the County which result from the negligent acts or omissions of the City or its employees or which result from the City's compliance with the Policy and Procedures.

This agreement to indemnify shall not run in favor of or benefit any liability insurer or third party.

In addition, the City of Mission shall, and hereby agree to, insert as a special provision of its contract with the general contractor ("Project Contractor") chosen to undertake the Project construction as contemplated by this Agreement the following paragraphs:

The Project Contractor shall defend, indemnify and save the Board of County Commissioners of Johnson County, Kansas and the City of Mission 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 an additional insured on all policies of insurance issued to the Project Contractor and required by the terms of his/her agreement with the City.

5. Acquisition of Real Property for the Project

- a. The Board shall not pay any costs for acquisition of real property in connection with the Project.
- b. The City shall be responsible for the acquisition of any real property, together with improvements thereon, located within the City's corporate boundaries, which is required in connection with the Project; such real property acquisition may occur by gift, purchase, or by condemnation as authorized and provided by the Eminent Domain Procedure Act, K.S.A. 26-201 et seq. and K.S.A. 26-501 et seq., and any such acquisition shall comply with all federal and state law requirements.

6. **Duration and Termination of Agreement**

- a. The parties agree that this Agreement shall remain in full force and effect until the completion of the Project, unless otherwise terminated as provided for in Paragraph 6.b. herein below. The Project shall be deemed completed and this Agreement shall be deemed terminated upon written certification to each of the parties by the Project Administrator that the Project has been accepted as constructed. The City shall provide a copy of the Project Administrator's certification to both the Public Works Director and the Finance Director within thirty (30) days of the Project Administrator's determination that the Project is complete.
- b. It is understood and agreed that the Public Works Director shall review the status of the Project annually on the first day of March following the execution of this Agreement to determine whether satisfactory progress is being made on the Project by the City. In the event that the Public Works Director determines that satisfactory progress is not being made on the Project due to the City's breach of this Agreement by not meeting the agreed upon project deadlines or otherwise not complying with the terms of this Agreement, the Public Works Director is authorized to notify the City that it shall have thirty (30) days from receipt of such notification to take steps to cure the breach (the "Cure Period"). It is further understood and agreed that the Board shall have the option and right to revoke funding approval for the Project and terminate this Agreement should the Board find, based upon the determination of the Public Works Director, that satisfactory progress is not being made on the Project and that the City has not taken sufficient steps to cure the breach during the Cure Period. Should the Board exercise its option as provided herein, it shall send written notice of the same to the City and the Board shall have no further liability or obligation under this Agreement.

7. **Placing Agreement in Force.** The attorney for the City shall cause sufficient copies of this Agreement to be executed to provide each party with a duly executed copy of this Agreement for its official records.

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

**Board of County Commissioners of
Johnson County, Kansas**

City of Mission, Kansas

Ed Eilert, Chairman

Ronald E. Appletoft, Mayor

Attest:

Attest:

Lynda Sader
Deputy County Clerk

City Clerk

Approved as to form:

Approved as to form:

Robert A. Ford
Assistant County Counselor

City Attorney

| | | |
|----------------------------|--------------|--------------|
| City of Mission | Item Number: | 6. |
| ACTION ITEM SUMMARY | Date: | 1/2/20019 |
| Public Works | From: | Brent Morton |

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

RE: 50th and Dearborn Street Stormwater Repair

RECOMMENDATION: Approve the task order from GBA for survey, design, and bid phase services for repairs to the storm drainage infrastructure failure at 50th and Dearborn Street in an amount not to exceed \$28,179.50

DETAILS: Due to the age and condition of the stormwater infrastructure in this neighborhood, a portion of corrugated metal pipe (CMP) under the driveway of the residence at 5028 Dearborn collapsed late last fall. Sinkholes formed adjacent to the failures causing unsafe conditions for the public. Public Works installed a steel plate, as a temporary solution, to provide access to the resident while a permanent solution could be evaluated.

Because of the condition of other pipe in the area, some of which travels underneath the roadway, the limits of the project were expanded to ensure that the repairs would address longer term stability for the roadway. This was of particular concern as Dearborn is a dead end street, providing just one one in and one way out of the neighborhood.

The design includes removal, replacement, or abandonment of existing stormwater pipe in this area, as well as a bid alternate to design slip lining of the storm culvert under Dearborn Street. The benefits of slip lining the street crossing include allowing for the roadway not to be disturbed by culvert repair, no traffic interruptions during installation and potential damage to underground utilities is avoided.

The scope and fees identified in the task order from GBA includes surveying, site investigation, and development of plans for repairs this location. Project administration and bid phase services are included in the proposal also. Estimated construction costs for completion of the work are not yet available, but are anticipated to be paid from the Stormwater Utility Fund.

CFAA CONSIDERATIONS/IMPACTS: N/A

| | |
|---------------------------------|--------------|
| Related Statute/City Ordinance: | |
| Line Item Code/Description: | 22-61-207-03 |
| Available Budget: | \$150,000 |

December 21, 2018

Brent Morton
Superintendent Public Works
4775 Lamar Ave
Mission, KS 66202

SUBJECT: West 50th Street and Dearborn Street
Authorization of Services

Brent,

Please review the scope of services below for the proposed storm sewer improvements in the vicinity of West 50th Street and Dearborn Street:

SCOPE OF SERVICES

This project consists of assisting the City of Mission, Kansas (Mission) with survey, design, and limited bid phase services for addressing storm sewer deficiencies and providing new curbs and gutters along W 50th Street and Dearborn St. GBA will provide design and survey services to review existing storm system issues, recommend and discuss courses of action, prepare design drawings, prepare specifications for bidding, and assist with bid review. Refer to attached Exhibit for boundary of project area.

Task 1 Project Administration

\$2,496

- a. Invoices. Prepare and submit an invoice for the completed work.
- b. Project Management. Manage and administer project including invoicing, and allocate resources to complete the project within schedule and budget limitations. Project meetings will be limited to a maximum of 1. It is assumed that all project related meetings will take place at the Mission Public Works facility. In the event there is consideration to change the scope of the project, the Consultant shall develop and present the potential scope adjustment to Mission on all anticipated cost and schedule impacts on the Consultant's work.

Task 2 Survey and Design

\$19,730

- a. Site visit of repair location to evaluate existing conditions and confirm and validate design solutions.
- b. Identification and coordination with any utilities in the project area. Survey of project area for flowline information of existing system, roadway limits, sidewalks, landscaping, and any other existing surface conditions which may affect the construction cost of the

repair. Tie down rights-of-way adjacent to proposed storm improvements. Preparation of basemap with collected survey data. Obtain ownership and encumbrances for the three properties west of Dearborn on the south side of 50th Street. If necessary, based on project design, prepare temporary construction easements (maximum of 3).

- c. Compose a memorandum with recommended design and opinion of probable construction costs.
- d. Preparation of plan and profile design drawings, up to 5 sheets, for approximately 380-foot length of project area. Plan sheets shall be 11"x17" in size.

Task 3 Limited Bid Phase Services

\$3,664

- a. Provide special conditions, measurement and payment, bid form, and opinion of probable cost.
- b. Assist Mission with the distribution of plans to a select number of bidders. Answer questions from bidders and provide an addendum as necessary.
- c. Assist Mission with the review of the bids, development of bid tabulation, and make a recommendation of award.

Expenses Mileage, Equipment, Printing, and Locates

\$2,290

PROPOSED FEE = \$28,180

ASSUMPTIONS AND EXCLUSIONS

1. Three easement document preparations are included on Scope Item 2. If repairs are determined, through the course of the design, to be outside of easements or right of ways a scope adjustment will be necessary.
2. Mission shall provide, or provide access to, all necessary CCTV, reports, as-builts, and existing maps of existing pipe segments as needed for GBA to review to aid in design of plans.
3. No pre-bid meeting.
4. Proposed improvements will not include completing hydrologic or hydraulic calculations.

5. Contractor shall coordinate site access issues, utilities, and develop traffic control plans, as necessary.
6. Vacuum excavation of utilities for up to 8 hours have been included on the Expenses Scope Item.
7. Traffic control plans have not been included as part of this scope of work.
8. No permitting or assistance to obtain permits will be done as part of this project.

SCHEDULE

Anticipated schedule: January 14th through March 15, 2019.

BASIS OF PAYMENT

GBA will complete the work tasks described in the above listed Scope of Services on an hourly rate plus expenses basis. The fee is based on the performance of the scope of services outlined in the Master Agreement for Professional Services with the City of Mission, Kansas and GBA effectively dated January 1, 2019. Invoices will be submitted for all work completed during each previous month, including an itemized task summary as required by the City staff, and will become due and payable within thirty (30) days.

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

Respectfully submitted,

GEORGE BUTLER ASSOCIATES, INC.



Leslie G. Barnt, PE
Principal



Doug Carpenter, CPESC
Stormwater Group Leader

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

Authorized by: _____

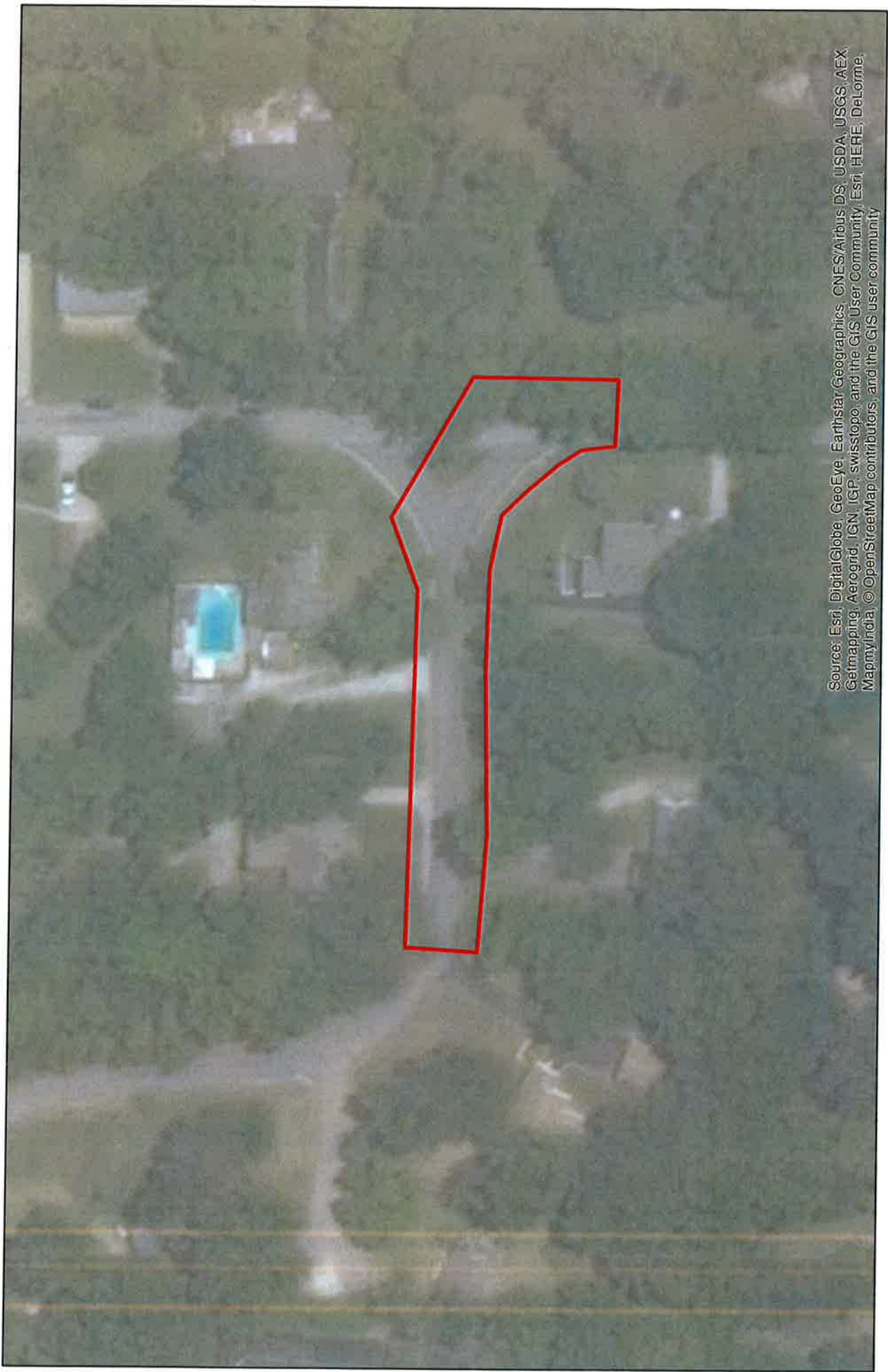
Title: _____

Date: _____

FEE ESTIMATE

Mission On Call Storm Repairs
12/21/2018
City of Mission, Kansas

| Task | Task Description | Classification and Standard Hourly Rate (2018) | | | | | | | | | | | Hours | Fee | | |
|-----------------------------------|---|--|------------------------|---------------------|-------------------|------------------|-----------------|----------------|--------------------|--------------------|---|---|-------|-------|--------------|--------------------|
| | | Principal \$276.00 | Sr. Assoc. \$232.00 | Sr. AES \$160.00 | AES 1 \$132.00 | SPLS \$136.00 | PLS \$125.00 | PT \$105.00 | 2MANSP \$170.00 | Admin 1 \$72.00 | | | | | | |
| 0001 | Project Administration | | | | | | | | | | | | | | | |
| a. | Invoices | | 4 | | | | | | | | | | | 4 | | \$268.00 |
| b. | Project Management | | 4 | | | | | | | | | | | 12 | | \$2,208.00 |
| | TOTAL TASK 0001 | 0 | 4 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 16 | | \$2,496.00 |
| 0002 | Survey and Design | | | | | | | | | | | | | | | |
| a. | Site Visit to Repair Location | | | 8 | | | | | | | | | | 8 | | \$1,280.00 |
| b. | Research/Utility Locates/Titlework | | | | | | | | | | | | | 2 | | \$250.00 |
| | Survey Fieldwork | | | | | | | | | | | | | 10.5 | | \$1,762.50 |
| | Basemapping | | | | | 0.5 | | | | | | | | 14.5 | | \$1,578.00 |
| | Temporary Easement Preparation | | | | | 0.5 | | | | | | | | 9.5 | | \$1,043.00 |
| c. | Preparation of Memorandum with Summary and Recommendation | | | 18 | | | | | | | | | | 30 | | \$4,464.00 |
| d. | Preparation of Drawings (Preliminary, Final) | | 1 | 24 | | | | | | | | | | 65 | | \$9,352.00 |
| | TOTAL TASK 0002 | 0 | 1 | 50 | 52 | 1 | 6 | 19.5 | 10 | 0 | 0 | 0 | 0 | 139.5 | | \$19,729.50 |
| 0003 | Bid Phase Services | | | | | | | | | | | | | | | |
| a. | Provide Special Conditions, Up Front Docs | | 1 | 8 | | | | | | | | | | 9 | | \$1,512.00 |
| b. | Assist Mission with the Distribution of Plans | | | 4 | | | | | | | | | | 4 | | \$640.00 |
| c. | Assist Mission with the Review of Bids | | 1 | 8 | | | | | | | | | | 9 | | \$1,512.00 |
| | TOTAL TASK 0003 | 0 | 2 | 20 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 22 | | \$3,664.00 |
| EXPN | | | | | | | | | | | | | | | | |
| a. | Mileage and Printing | | | | | | | | | | | | | | | \$770.00 |
| b. | Survey Equipment (RTK-GPS) | | | | | | | | | | | | | | | \$120.00 |
| c. | Utility Locate | | | | | | | | | | | | | | | \$1,400.00 |
| | TOTAL EXPENSES | | | | | | | | | | | | | | | \$2,290.00 |
| TOTAL CLASSIFICATION HOURS | | 0 | 7 | 78 | 52 | 1 | 6 | 19.5 | 10 | 4 | | | | 177.5 | | \$28,179.50 |
| TOTAL CLASSIFICATION FEE | | \$0.00 | \$1,624.00 | \$12,480.00 | \$6,864.00 | \$136.00 | \$750.00 | \$2,047.50 | \$1,700.00 | \$288.00 | | | | | | \$28,179.50 |
| TOTAL FEE ESTIMATE | | | | | | | | | | | | | | | 177.5 | \$28,179.50 |



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community, Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community

Mission Storm Repairs West 50th Street and Dearborn Street

— Project Boundary



1"=100'

