

CITY OF MISSION, KANSAS
COMMUNITY DEVELOPMENT COMMITTEE

WEDNESDAY, OCTOBER 2, 2019

6:30 P.M.

Mission City Hall

PUBLIC COMMENTS

PUBLIC PRESENTATIONS / INFORMATIONAL ONLY

1. Mission Summer Camp and Mission Family Aquatic Center Season Reviews - Jenny Smith & Luis Benavides ([page 3](#))

Staff will present the end of season review and evaluation for both the Mission Summer Camp Program and the Mission Family Aquatic Center.

2. Mission Market Season Review - Emily Randel ([page 4](#))

The fifth season of the Mission Market ended on August 29, and staff has reviewed and compared its performance to previous seasons. Staff issued surveys to market patrons and vendors and will share detailed information on the market's performance and anticipated goals for next year.

ACTION ITEMS

3. Approval of the September 4, 2019 Community Development Committee Minutes - Martha Sumrall ([page 7](#))

Draft minutes of the September 4, 2019 Community Development Committee meeting are included for review and approval.

4. Agency Participation Agreement with MARC and TTS for Data Authorization - Celia Duran ([page 17](#))

Mission has participated in Operation Green Light (OGL) since 2010 along with 26 other agencies located throughout the bi-state area. OGL is a regional arterial traffic signal coordination system managed by the Mid-America Regional Council (MARC). MARC and Traffic Technology Services, Inc. (TTS) approved a Data Authorization Agreement allowing TTS access to the OGL traffic signal data for member agencies that enter into an Agency Participation Agreement. This data will be used to develop products for connected vehicle applications, which are anticipated to reduce traffic accidents, improve traffic flow, and reduce vehicle emissions. There are no costs for Mission to participate in this initiative.

5. Demolition Contract for 5122 W. 60th Terrace Property - Brent Morton ([page 28](#))

On September 18th, 2019, City Council approved the acquisition of property located at 5122 W 60th Terrace as part of the Rock Creek Channel project. This property has extensive settlement adjacent to Rock Creek and demolition of the residential structure is necessary so it can be used for access during soil boring installation and construction. Three bids were requested from demolition contractors and Denton Excavating, Inc. dba Midland Wrecking was determined to be the lowest and most responsive bidder. Staff recommends a contract award in an amount not to exceed \$9,748.00 with available funds from the Rock Creek Channel project.

DISCUSSION ITEMS

OTHER

6. Department Updates - Laura Smith

Hillary Thomas, Chairperson
Ken Davis, Vice-Chairperson
Mission City Hall, 6090 Woodson St
913-676-8350

City of Mission	Item Number:	1.
INFORMATIONAL ITEM	Date:	October 2, 2019
ADMINISTRATION	From:	Penn Almoney

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

RE: 2019 Mission Summer Camp & Mission Family Aquatic Center Season Review

DETAILS: Following the close of the 2019 summer season, staff has been reviewing the performance and attendance of the summer camp and outdoor pool compared to prior years. This analysis was conducted by collecting feedback from attendees and staff.

Staff will review feedback from the 2019 season, specifically:

- Attendance and staffing levels
- Revenue and expenditures
- Program improvements and trends

Staff will also seek feedback on a few strategic issues related to the age-appropriate programming and facilities:

- The Council's view on the rebranding and purpose of program improvements
- Additional investment in the MFAC for safety and facility useful life

Staff will share two individual slide presentations at the committee meeting with more detail on Summer Camp and Mission Family Aquatic Center activities.

CFAA IMPACTS/CONSIDERATIONS: The summer camp provides a centrally located option for youth, both resident and non-resident, to engage in wholesome activities that enrich children and improve self-esteem as well as promote community interactions. Activities range from creative artistic expression to themed trips.

The MFAC is accessible to adults and youth of all ages and abilities. It provides a safe platform for aquatic activities for parents and children and serves as the home pool for the Mission Marlins swim team. A team which boasts just shy of 400 participants. The active families, individuals, and neighborhood supporters enjoy the countless benefits and positive recognition that results from having the MFAC a central element and amenity for Mission.

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

City of Mission	Item Number:	2.
INFORMATIONAL ITEM	Date:	October 2, 2019
ADMINISTRATION	From:	Emily Randel

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

RE: 2019 Mission Market Season Review

DETAILS: Following the close of the 2019 market season, staff has been reviewing the performance of the market compared to previous years, and collecting feedback from market patrons and vendors.

Staff will review responses to the 2019 season, in particular:

- Vendor Mix - Produce, arts and crafts, ready-to-eat items
- The length of the three month season June-August
- Programming for special events throughout the season

Staff will also seek feedback on a few strategic issues related to the market including:

- The Council's goals for the market both short- and long-term.
- Additional investment in the site for the market and other community activities.

Staff will share a slide presentation at the committee meeting with more detail on activity at the market.

CFAA IMPACTS/CONSIDERATIONS: The Mission Market provides a centrally located option for locally sourced food and a gathering space for people of all ages. The market site is connected to surrounding neighborhoods and nearby shopping areas by the accessible Rock Creek Trail.

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

Mission Market Season Review

					Notes in green refer to 2018	Notes in blue refer to 2019
Date	Vendor Count	Attendance	Special Events	Weather	Notes kept each market day	
June 7	14	493	Kick-off	88 / 66 Mostly cloudy		
June 6	16	1,258	Kick-off	84 / 68 Sunny		Sunny, warm, breezy, beautiful. Ran out of beer before 7pm. Cupcakes and photo prop a huge hit!
June 14	15	285		96 / 71 Mostly sunny		Hot. Heat index is 100 today. Beautiful and breezy by closing.
June 13	15	635	Yoga	88/ 70 Sunny		Epic lovely, beautiful, perfect weather.
June 21	14	771	Third Thursday	70 / 62 Rain		Rain early on. Cloudy, cool, sun at the end.
June 20	19	677	Scavenger Hunt	90 / 66 Partly Cloudy		Hot. Sunny, hot. Nice in shade. Feels very slow and mellow until 6:30.
June 28	12	131	Pop-up yoga	99 / 76 Mostly sunny		Hot.
June 27	22	580	Dog Days	91 / 75 Passing clouds		Hot but breezy, overcast. Set-up was great.
July 5	10	136		91 / 73 Partly cloudy		Hot.
Closed	N/A	N/A	N/A	N/A		N/A
July 12	9	82		100 / 76 Thunderstorms		Hot. Breeze is nice.
July 11	12	520	Yoga	84 / 72 Sunny		Sunny, breezy, beautiful, nice weather.
July 19	15	657	Third Thursday	96 / 69 Partly cloudy		Cloudy, nice.
July 18	13	464	Salsa Night	97 / 81 Sunny		Absurdly hot. Sunny, breezy and hot-hot-hot.
July 26	9	272	Pop-up yoga	82 / 67 Partly sunny		Beautiful. Sunny. Lots of kids here tonight.
July 25	16	707	Trivia	85 / 67 Sunny		Overcast and cool. Feels busy by 5. Overcast, light sprinkles at 5:30, then great weather. So many happy people. Trivia was super fun and people loved it. Many comments about how great the market is this year, what a change, etc. Overall, happy vendors, happy people!
August 2	8	251		93 / 63 Mostly sunny		Sunny, nice.
August 1	10	425	Yoga	87 / 71		Partly cloudy to sunny. Yoga has a good turnout.
August 9	9	190		94 / 67 Thunderstorms		Sunny and hot, but not unbearable.
August 8	12	358	Cooking Demo	86 / 71		Warm and sunny, cool breeze. Loyal followers start shopping before bell! Warm, but happy! People sitting on blankets and chairs, loving it. Vibe of loveliness. Chicken dance transpiring, lending panach and flair to this event.
August 16	12	246	Third Thursday, bike fix-it station ribbon cutting, free Kona Ice.	90 / 69 Thunderstorms		Warm, threat of thunderstorm. Warm, cloudy, Rain.
August 15	13	534	Third Thursday	86 / 65		Overcast and threat of rain, but cool and nice. Good Sam Club band is rocking. Warm, lovely.
August 23	5	106	Week of the Sunflower Festival	75 / 59 Thunderstorms		Cloudy, windy, lots of rain earlier in the day but clear now. Cool and windy. Cloudy, nice... where is everybody?
August 22	10	539	Flash Mob, Maed baked good donations	84 / 73 Partly cloudy		Sunny, not too hot. Lots of fun people. Lovely night, really nice. Flash mob was AMAZING and people lingered.
August 30	6	72		78 / 68 Thunderstorms		Beautiful, slow, music has been good.
August 29	16	543	Season finale	91 / 67		Warm, partly cloudy, muggy and buggy. Hot, baking, sweaty. Handwashing station out of water.

September 6	6	39		74 / 69 Rain	Weather is ? No rain yet. Very slow. Gray and a little chilly. Slowest market ever.
September 13	7	65		83 / 64 Mostly sunny	Nice day! Partly cloudy.
September 20	13	283	Third Thursday	94 / 70 Rain	Windy
September 27	8	93		73 / 40 Mostly sunny	Beautiful, where are the people? Chilly.

City of Mission	Item Number:	3.
ACTION ITEM SUMMARY	Date:	October 2, 2019
Administration	From:	Martha Sumrall

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

RE: September 4, 2019 Community Development Committee minutes.

RECOMMENDATION: Review and accept the September 4, 2019 minutes of the Community Development Committee.

DETAILS: Minutes of the September 4, 2019 Community Development Committee meeting are presented for review and acceptance. At the committee meeting, if there are no objections or recommended corrections, the minutes will be considered accepted as presented.

Draft minutes are linked to the City Council agenda packet so that the public may review the discussion from the committee meeting in advance of the Council action on any particular item.

CFAA CONSIDERATIONS/IMPACTS: N/A

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

MINUTES OF THE MISSION COMMUNITY DEVELOPMENT COMMITTEE

September 4, 2019

The Mission Community Development Committee met at Mission City Hall, Wednesday, September 4, 2019 at 6:30 p.m. The following committee members were present: Pat Quinn, Arcie Rothrock, Nick Schlossmacher, Debbie Kring, Kristin Inman, Ken Davis and Sollie Flora. Absent: Councilmember Thomas. Mayor Appletoft was also present. Councilmember Davis called the meeting to order at 6:30 p.m.

Also present were City Administrator Laura Smith, Assistant City Administrator Brian Scott, City Clerk Martha Sumrall, Assistant to the City Administrator Emily Randel, Public Works Superintendent Brent Morton and Capt. Dan Madden.

Acceptance of the August 7, 2019 Community Development Committee Minutes

Minutes of the August 7, 2019 Community Development Committee were provided to the committee. There being no objections or corrections, the minutes were accepted as presented.

Contract Award for Stormwater Inventory and Condition Assessment

Mr. Morton stated that the City's last stormwater inventory and condition assessment was completed in 2005. Over the past 10 years, Mission has experienced an average of 2-4 sinkholes per year. To be more proactive, funds to begin work on an updated inventory and condition assessment were included in the 2019 CIP Budget. This project will assist with long-range project planning and budgeting for stormwater projects. Johnson County SMAC recently announced that they would make matching funds available in 2019 to assist cities in converting estimated condition ratings into "observed" ratings. This program makes 50% matching funds available to inventory structures and pipes that have an estimated risk of 3.2 or higher. The estimated cost of this inventory is approximately \$230,000, and a 50% match is available. He stated that an RFP was issued and four responses were received. BHC Rhodes is recommended as the best and most responsive bid. He also stated that the data from the 2005 inventory was never added to the Johnson County AIMS system, but this is now being added. Because of this, we anticipate having additional structures that would be eligible for funding. BHC will update their proposal once all the data is available and provide the City with an updated scope and cost for the project. Ms. Smith stated that a minimum amount has been included in the action item, but that there is \$52,000 not matched, but budgeted for this project. Staff will be working with BHC Rhodes in the next week on the expanded project.

Councilmember Kring asked if the rating scale for stormwater infrastructure is similar to the rating scale for bridges. Mr. Morton stated the scale for stormwater infrastructure is 1-5 with those with a rating of 3.2 or higher eligible for funding.

Councilmember Flora recommended that approval of the contract with BHC Rhodes to perform a stormwater inventory and condition assessment in a minimum amount of \$128,250 be forwarded to Council for approval. All on the committee agreed, but this will not be a consent agenda item.

Agreement with JohnsonCounty for Funding of Stormwater Inspections

Mr. Morton stated the stormwater inventory, which will develop and update the overall condition rating system of the City's stormwater collection system. The County's estimated inspection costs for the City's eligible structures and pipes is estimated at \$230,292 and with a 50% match for the program, the County funding is in an amount not to exceed \$115,146. Johnson County funds are available to be applied to stormwater structures or lines which have an estimated condition rating of 3.2 or higher. This interlocal agreement specifies the County's participating in the project and commits the City's fund to the project.

Councilmember Kring recommended that the Interlocal Agreement with Johnson County for the Stormwater System Inspection Project - Mission Stormwater Inspection Project 1 (#1-MI-2019-I-1) using 2019 SMAC Program Funding in an amount not to exceed \$230,292 be forwarded to Council for approval. All on the committee agreed, but this will not be a consent agenda item.

Contract Award for 50th & Dearborn Stormwater Improvements (Construction)

Mr. Morton stated that this project for stormwater improvements at 50th and Dearborn has been discussed at various committee meetings over the past year. Bids for this project were received in August and the recommended bid is from Cohorst Enterprises in an amount not to exceed \$136,100. In January, Council authorized a task order with GBA to provide survey, design and bid phase services for this sinkhole that formed near 50th and Dearborn. Due to the condition of other pipe in the area, this project was expanded to ensure the repairs would address longer term stability of the stormwater infrastructure. Because some of the pipe is under the roadway and this is a one way in, one way out street, the design included slip lining of the storm culvert under Dearborn so there is less disruption during the project. The engineer's estimate for the project was \$184,975. GBA has contacted references for Cohorst and Mr. Morton anticipates saving in the project with Olsson providing on-site inspection services. He stated that inspections services are important especially for this type of project to ensure we are getting the contracted materials.

Councilmember Kring recommended that the contract with Cohorst Enterprises for repairs to the stormwater system in the vicinity of 50th and Dearborn Streets in an amount not to exceed \$136,100 be forwarded to Council for approval. All on the committee agreed. This will be a consent agenda item.

**Authorization of Task Order for Construction Inspection Services -
50th & Dearborn Stormwater Improvements**

Mr. Morton stated these inspection services are for the stormwater improvements at 50th and Dearborn just discussed by the committee. Based on the size and scope of this project, staff is recommending approval of a task order with Olsson to ensure a full-time inspector on-site during construction. This task order covers all documentation, observation, and required testing associated with the project. He stressed that it is important to test asphalt and concrete used, and provided information on the types of materials Mission uses. The fee for these services is based on a 9-week construction timeline, but we will only be charged when the inspector is on the project or conducting testing, so he anticipates some cost savings. The total for this contract is in an amount not to exceed \$57,669.50.

Councilmember Flora asked if it is typical for the inspection services to cost nearly half the contract cost. Mr. Morton stated this is due to the smaller size of the project, but there is a 9-week timeline and he does anticipate savings with the City only being billed for actual time spent on the project by the inspector.

Councilmember Rothrock recommended that approval of the task order with Olsson for construction inspection and materials testing services for the 50th and Dearborn stormwater repair project in an amount not to exceed \$57,669.50 be forwarded to Council for approval. All on the committee agreed. This will be a consent agenda item.

Repairs to Reeds Road Bridge

Mr. Morton reported that in April, a task order with Olsson was authorized to provide survey, design and bid phase services for Reeds Road RCB repairs due to inlet failures. Bids were received in August for the project with Gunter Construction Company being recommended as the lowest and most responsive bid at \$47,690. He provided information on the repairs required, noting that with salt eroding into the bridge deck, the reinforced concrete boxes would also need repairs. This bridge was last rated at a 6, and had the poorest rating of any bridge in Mission. These repairs will add approximately 10 years to the life of the bridge, and allow staff to program additional repairs in the future. References have been checked on Gunter Construction. This project will be funded from 2018 bridge funds that rolled over into fund balance and the bridge budget from 2019.

Councilmember Kring asked what the City's liability is once a bridge rating is assigned. Mr. Morton stated he has spoken with our engineers and although this bridge has a rating of 6, it is not a level that would require it to be shut down. Councilmember Inman asked if the handrails along the bridge will be addressed as part of this project. Mr. Morton stated they will be replaced when a full reconstruction is completed in the future, and that they were welded last year. Replacement of the handrails in a large cost.

Councilmember Inman recommended the contact with Gunter Construction Company for repairs to the Reeds Road Bridge over Rock Creek in an amount not to exceed \$47,690 be forwarded to Council for approval. All on the committee agreed. This will be a consent agenda item.

**Authorization of Task Order for Construction Inspection Services -
Repairs to Reeds Road Bridge**

Mr. Morton stated construction inspection services are recommended in connection with the Reeds Road Bridge repairs through a contract with Olsson in an amount not to exceed \$13,879.50. Since this is a bridge, a full-time inspector is necessary to ensure that the repairs, which are structural in nature, will conform with the appropriate KDOT bridge standards. The inspector will be certified and the estimated timeline for this project is two weeks. Mission will only be billed for the time the inspector is on-site.

Councilmember Inman recommended that the task order with Olsson for construction inspection services associated with the Reeds Road Bridge repairs in an amount not to exceed \$13,870.50 be forwarded to Council for approval. All on the committee agreed. This will be a consent agenda item.

Hodges Planters

Ms. Smith stated replacement of the Hodges planters has been discussed at various meetings over the past year. Last month, a summary report of the history of the planters and the work that has occurred since the first of the year was presented to the Community Development Committee, along with design alternatives. Residents selected the design option of an island with gates at the intersection of 61st Terrace/Juniper and Hodges. Staff was directed to convene the working group for one final meeting to discuss the neighborhood preferences for the intersections of 62nd Street and 62nd Terrace and Hodges, with the group recommending the new treatment at 61st Terrace/Juniper and leaving the current planters at the other two intersections. This would allow time to see if the new design works at one intersection, before moving forward with it at the other two intersections. The group also did not feel a gate only at the other two intersections would be enough of a deterrent. She also stated that reflectivity and appropriate signage would be added to the existing planters.

Councilmember Quinn recommended that authorization for staff to proceed with the construction of the improvements to the intersection of 61st Terrace/Juniper and Hodges, and to install appropriate signage on the existing planters at the intersections of 62nd Street/Hodges and 62nd Terrace/Hodges be forwarded to Council for approval. All on the committee agreed, but this will not be a consent agenda item.

Roeland Park Deannexation

Ms. Smith provided a handout that included a timeline and documents related to this issue, including a letter from Mayor Kelly, Roeland Park, and information from his presentation to Council in December 2018. The timeline included the following information:

- December 2014 - Mission and Roeland Park execute an interlocal agreement outlining shared goals related to the development options for the land at the northeast corner of Johnson Drive and Roe.
- At some point between 2014 and 2018, Roeland Park purchased the KDOT ROW (primarily located in Mission) in order to provide additional land area for redevelopment. We understood this ROW was purchased for approximately \$50,000.
- December 2018 - Roeland Park Mayor Kelly and City Administrator Keith Moody make a presentation to Mission's Council at the Finance & Administration Committee Meeting requesting that Mission deannex that portion of the development site located in our corporate boundaries. Roeland Park offered to pay the costs associated with the deannexation process and suggested that the transaction would be financially beneficial to Mission because Roeland Park would assume 50% of the traffic signal costs at this intersection since two signal poles would now be located in their city. Information was presented regarding Mission paying 100% of the signal costs since its installation in 2003, even though one of the signal poles (25%) is currently in Roeland Park. Mission stated they would take the offer under advisement.
- January - April 2019 - Mayor Appletoft and Mayor Kelly discuss deannexation issues. Mayor Appletoft advised that the December 2018 proposal from Roeland Park was not acceptable to Mission's Council as they felt there should be more value for Mission in giving up a portion of the City. Mayor Appletoft requested an updated proposal from Roeland Park on several occasions.
- June 2019 - A revised proposal was not received from Roeland Park. Mission provided a proposal to Mayor Kelly and Keith Moody that included:
 - Roeland Park would pay Mission \$125,000 either in one lump sum or equal payments over 3 years.
 - Roeland Park would pay the costs of deannexation.
 - Roeland Park would assume 50% of the signal costs following deannexation.
 - Mission would have the right to reasonably review and approve the development plans.
 - Roeland Park would require the developer to install public art on site rather than allowing for a contribution to the public art fund.
 - If we could not reach an agreement on deannexation, Roeland Park would agree to assume 25% of the signal costs going forward.
- Mayor Kelly acknowledged receipt of this offer and also let's Mission know that the developer of the property would like to move forward as soon as possible with the development process in both cities.

- July 2019 - A Special City Council Meeting is held in Roeland Park where one of the items on the agenda is to accept the terms of a land agreement for the sale of the property at the NE corner of Johnson Drive and Roe with a sale price of \$1,201,054 (\$446,322.56/acre). Pete Heaven, Mission's Land Use Attorney, was contacted on July 10 to discuss the deannexation issue to see if it could move forward. Roeland Park responded that they are agreeable to all the points of the June letter, except for the amount of money requested, and responded with an offer of \$10,000.
- August 2019 - Ongoing conversations on this issue have continued, but with the developer willing to go through both planning and zoning processes, and since the cities are so far apart regarding a financial solution, there may not be a need for deannexation. Roeland Park's attorney acknowledged that the city had committed in 2018 to assuming 25% of the signal costs going forward and would request a letter stating this. Since then, Mission was advised that no letter would be provided unless Mission agreed to move forward with deannexation.

Ms. Smith stated Mission is being characterized by Roeland Park as unreasonable and she wanted to bring council "up to speed" on this issue so that we can respond. She discussed the per acre value of land at the site and land values for parking areas (Mission never suggested a calculation on a per acre basis - our area is .7 acres and not developable), the value of the area as it could hold up to 45 parking spaces, if deannexation does not occur there would still be incremental property tax values and stormwater utility fees for the site since it will be parking, Council's concerns with the imbalance in the cost-sharing of this signal, and that Mission and Roeland Park may have to agree to disagree on this issue. She noted that KCPL requires something in writing from both cities agreeing to the cost-sharing of the signal. She also noted that it is not uncommon to cost-share signal costs. This was the intent in 2002 and was never finalized, but it can be accomplished now going forward.

Ms. Smith discussed the two options available for this issue which would be to 1) accept the current terms from Roeland Park, or 2) reject those terms and move forward with the developer going through the development process in two cities (resulting in collection of property taxes and stormwater utility fee for the site). Councilmember Flora suggested a third option that would be to reach out to Roeland Park as one more good faith attempt at finding a more equitable solution, first asking them to provide a letter stating they will assume the 25% cost of the signal and then proceed to discuss the monetary value of the land. She stated she is unsure their whole Council is opposed to our counter-offer. She referenced Mayor Kelly's letter and stated it is in the best interest of both cities to solve this issue. Councilmember Inman asked if Mission can approach their City Council in a public meeting. Ms. Smith stated that we could, but also noted that their discussion of this issue was handled in executive session. She felt it would be best to first have a conversation with them, rather than just going to a meeting. Councilmember Kring stated that the difference in the monetary compensation was \$115,000 and asked if any other negotiations have happened. Councilmember Flora again stated that she would like to give Roeland Park another opportunity to make the signal costs "right" going forward. Discussion continued by the committee on Roeland Park's purchase of the ROW

property in Fairway, and whether this was similar to Mission's property. Councilmember Schlossmacher requested information on the estimated cost for deannexation and Ms. Smith stated that it would be less than \$10,000.

Jim Kelly, Roeland Park Councilmember, Ward IV and member of their Ad Hoc Development Committee, stated that he is not aware of a verbal agreement to pay for a portion of the signal and without a written agreement it is hard to take this on. He asked how Mission would respond in a similar situation. He feels that the initial proposal was a "shot across the bow" and is waiting for a counter offer from Mission. Councilmember Schlossmacher asked if he agreed that 25% of the signal is in Roeland Park and he did agree.

Councilmember Quinn stated that the request for Roeland Park to pay \$125,000 as well as their counter of \$10,000 are arbitrary numbers and suggested that \$45,000 equals five years of the 25% signal cost, which is a real number. He suggested asking for 25% of the signal cost retroactively which is a fair counter offer based on actual costs. Councilmember Flora asked if \$100,000 is 25% of the signal for since it was put in place. Ms. Smith stated that it is an estimate based on previous costs with some reductions included. Discussion continued on what the purchase price of our parcel of land would be (based on what was paid by the developer), KDOT's understanding of how the signal costs would be allocated when the signal was installed in 2003 (25% to Roeland Park, but an agreement was never finalized), and next steps.

Councilmember Flora recommended moving forward with Option 3 - asking Roeland Park to assume their fair share of the signal costs going forward regardless of whether deannexation occurs or not, and then talking about the gap between the \$125,000 requested by Mission and Roeland Park's offer of \$10,000. It was noted that there is a short timeline for this as the developer plans to come to our Planning Commission on September 23rd. Councilmember Flora asked that Roeland Park be asked to consider Mission's offer at either a special meeting or their next City Council Meeting.

All on the committee agreed that staff should be directed to move forward with Option 3.

Turkey Creek Trail

Ms. Smith stated that background on this project is included in the packet, and briefly outlined the history of the project:

- Mission received a grant of \$1.4 million through the Federal Government administered through MARC
- The grant cycle requires applications well in advance of funding and the year of the project, the City was required to commit to the project through a formal agreement.
- The grant application was submitted in 2013/2014 and once the commitment was required, the landscape had changed and the money was turned back.

This item is presented for discussion as Overland Park is considering repairs to the trail failures in their city. These repairs are estimated at \$1.2 million and some in Overland Park would like to reconvene the Turkey Creek Trail group to see if there is still an appetite for this trail going forward. Due to the project's history and location, Overland Park reached out to Mission to see what our interest is in the trail and reconvening the group. If reconvened, MARC would facilitate.

Ms. Smith provided information on previous Council's concerns regarding the trail, which included safety issues where it crosses I-35 in Merriam (a narrow sidewalk and crosses over an entrance ramp to I-35), and the fact that trails have been identified as a lower priority than streets through the DirectionFinder Survey. They felt that if \$1 million was going to be spent on the trail, it should direct people through our City and not around it. Discussion continued on safety issues associated with the prior trail location for both pedestrians and bikers, the trail traveling north over I-35 on Lamar which is totally unsafe due to how narrow it is, and the fact that the trail would still skirt the City. Ms. Smith stated that one change that has occurred is KDOT's work under I-635 where a bench has been built. Switchbacks to Streamway Park and the use of the Lamar Bridge were also an issue when previously considered. Councilmember Quinn stated he feels it would make more sense for the trail to continue down Merriam Lane as they have recently improved that street and added bike lanes.

Ms. Smith stated she is looking for a recommendation as to whether Mission feels the Turkey Creek Trail group should reconvene to assess changes that have occurred in the past few years and look at other connectivity options (i.e. Overland Park's portion of the trail possibly extending further south to connect with the Rock Creek Trail through Mission).

Councilmember Schlossmacher asked if JohnsonCounty is involved in this initiative and Ms. Smith stated that they are through the Streamway Trail system. The committee discussed the use of an 18th Street pedestrian bridge further east rather than Lamar, and where this would be. Ms. Smith noted that when this project was originally discussed, improvements to Foxridge were not yet programmed, and that street will have sidewalks in just a few years, and Lamar is scheduled to have bike lanes added in 2020. Councilmember Schlossmacher asked for an update on other Council priorities prior to taking on another issue. Ms. Smith stated she will provide an update at the end of the Finance & Administration Committee meeting.

The committee agreed that Ms. Smith should participate in the discussion of the Turkey Creek Trail through the reconvened Turkey Creek Trail Group. She will report back to the committee following the meetings.

Department Updates

There were no department updates.

Meeting Close

There being no further business to come before the Committee, the meeting of the Community Development Committee adjourned at 7:52 p.m.

Respectfully submitted,

Martha Sumrall
City Clerk

City of Mission	Item Number:	4.
ACTION ITEM SUMMARY	Date:	October 2, 2019
PUBLIC WORKS	From:	Celia Duran

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

RE: Agency Participation Agreement with MARC and TTS for Data Authorization

RECOMMENDATION: Approve the Agency Participation Agreement in conjunction with the Data Authorization Agreement with MARC and TTC for the purpose of sharing traffic signal data collected as part of the Operation Green Light system.

DETAILS: Operation Green Light (OGL) is a regional arterial traffic signal coordination system managed by the Mid-America Regional Council (MARC). MARC uses TransCore TransSuite software products on behalf of member agencies to collect real time traffic signal data, which is used to improve traffic flow and reduce vehicle emissions. Member agencies include Mission, who has participated in OGL since 2010, as well as 26 agencies located throughout the bi-state area.

In August 2019, MARC and Traffic Technology Services, Inc. (TTS), with consent and approval of TransCore, executed a Data Authorization Agreement allowing TTS access to the OGL Real Time Traffic Signal Data and Traffic Signal Timing Data for member agencies that enter into an Agency Participation Agreement. This data will be used to develop products for connected vehicle applications and analytics to improve ride comfort and vehicle performance or efficiency, provide information to the driver on traffic conditions, monitor driver behavior and infrastructure operations, and/or develop automated operations. As part of this agreement, TTS will provide periodic reports of traffic signal performance metrics, which could be used to optimize traffic signal timing on OGL corridors.

Sharing Mission’s traffic signal and timing data will promote connected vehicle technology, which is part of an Intelligent Transportation System that will potentially reduce traffic accidents, improve traffic flow, and reduce vehicle emissions.

There are no costs for Mission to participate in this initiative.

CFAA CONSIDERATIONS/IMPACTS: Sharing Mission’s traffic signal and timing data with TTS will potentially bring greater mobility to individuals of all ages in the future.

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



DATA AUTHORIZATION AGREEMENT

This is an agreement between the Mid-America Regional Council (“MARC”) and Traffic Technology Services, Inc. (“TTS”). Both the MARC and TTS are each sometimes referred in the agreement as “Party” and both the MARC and TTS are sometimes referred in this Agreement together as “Parties”.

RECITALS

Whereas, TTS is in the business of developing technologies, strategies, and systems for use in maximizing the efficiency of transportation end users and thus the overall capacity of existing transportation networks; and

Whereas, MARC serves the nine-county Kansas City metropolitan area, which includes 119 separate city governmental agencies (each herein an "Agency") on a wide range of projects and initiatives; and

Whereas, MARC facilitates a regional arterial traffic signal coordination system for the Kansas City Urban Area known as "Operation Green Light" for those Agencies that have entered into funding and/or operating agreements with MARC for such purpose (herein the "Member Agencies"); and

Whereas, MARC, pursuant to those certain agreements with TransCore ITS, LLC ("TransCore"), including the Consulting Services Agreement dated September 20th, 2010, and the Software Licensing Agreement dated on or about October 24, 2003 attached thereto (collectively the "TransCore Agreement"), operates the TransCore TransSuite software products (the "TransCore System") for and on behalf the Member Agencies; and

Whereas, the operation of the TransCore TransSuite software products for and on behalf of the Member Agencies results in the collection of Real Time Traffic Signal Data (defined below); and

Whereas, TTS has a significant business interest to access Real Time Traffic Signal Data as the input into its proprietary and patented processes; and

Whereas, TTS desires permission to obtain access to the Real Time Traffic Signal Data pertaining to the Member Agencies for use in conjunction with its business; and

Whereas, TTS agrees to provide related inventories, signal performance metrics, and other formatted data products in exchange for access to these Real Time Traffic Signal Data; and

Whereas, subject to the consent and approval of TransCore, MARC agrees to provide TTS with Real Time Traffic Data for those of its Member Agencies that have entered into Participation Agreements hereunder in the form of that attached hereto as Exhibit A (herein "Participating Agencies").

Now therefore, TTS and MARC agree as follows:



AGREEMENT

1. Definitions

“**Agency Data**” means, with respect to Participating Agencies, collectively, Real Time Traffic Signal Data, Traffic Signal Timing Data, and any other data of the Participating Agencies provided or made available to TTS under this Agreement.

“**Real Time Traffic Signal Data**” means signal status and states, demand status and states, and other information available from the traffic signal controller or system or the advanced applicable traffic management system (ATMS).

“**Traffic Signal Timing Data**” means signal timing plans, as-built intersection design, traffic signal plans, signal control plans, or other documents that identify the time-of-day plans.

“**Product**” means the information derived from the Real Time Traffic Signal Data and Traffic Signal Timing Data, marketed, distributed, and sold as “Personal Signal Assistant®” or related products.

2. Authorized Representatives

Ray Webb is designated by MARC as its authorized representative (“MARC Contact”). MARC agrees to use commercially reasonable efforts to make the MARC Contact reasonably available to coordinate with TTS and Operation Green Light Participating Agencies, subject to the MARC Contact's other duties and responsibilities to MARC.

Member Agencies include:

Bonner Springs	Olathe	Independence
Fairway	Overland Park	Kansas City, MO
Kansas City, KS	Prairie Village	Lee's Summit
Lansing	Shawnee	Liberty
Leavenworth	Westwood	North Kansas City
Leawood	Belton	Raymore
Lenexa	Blue Springs	KDOT
Merriam	Gladstone	MoDOT
Mission	Grandview	
Mission Woods		

Those Member Agencies that execute a Participation Agreement and Authorization Agreement will be deemed Participating Agencies hereunder.

The Chief Executive Officer, Chief Marketing Officer, or Director of Government Accounts are designated by TTS as its authorized representatives (“TTS Agent”).



3. Purpose and Scope

TTS desires access to the Real Time Traffic Signal Data, to include signal status and states, demand status and states, and other information available from traffic signal controller or ATMS. In addition, TTS desires access to time of day signal timing parameters. TTS will use these data in patented, proprietary processes to produce Product for use by TTS customers and other interested parties.

The intended use of the Product is for connected vehicle applications and analytics to improve the vehicle performance or efficiency, improve ride comfort for driver or operator and passengers, provide information to the driver or operator, monitor driving behaviors, monitor infrastructure operations, or apply to automated operations or features.

TTS shall limit its customers' applications of the derived Product for applications that do not violate local, state, or federal laws, or uses that will not be used in a manner to encourage undesirable driver behavior.

The Product is not permitted for traffic law enforcement.

4. Access of Traffic Signal Timing Data

Participating Agencies and MARC hereby grant TTS access to Traffic Signal Timing Data. TTS will work with MARC and/or TransCore to obtain data in the most efficient and non-intrusive manner, which may include access to the TransCore System, the ATMS, or the Participating Agencies traffic signal controllers. The Participating Agencies and MARC will not charge TTS a fee to be provided with access to this Traffic Signal Timing Data, provided that TTS will be responsible for any costs associated with obtaining or making the data available.

5. Access of Real Time Traffic Signal Data

Participating Agencies and MARC hereby grant TTS non-exclusive, non-transferable, non-sublicensable, limited, and royalty free access to obtain and utilize the Participating Agencies Real Time Traffic Signal Data. The Participating Agencies and MARC will not charge TTS a fee to be provided with access to the Real Time Signal Data, provided that TTS will be responsible for any costs associated with obtaining or making the data available. TTS will be responsible for all vendor costs associated with making system modifications to make the Real Time Signal Data available. TTS shall have the right to use the data in any manner it deems appropriate in furtherance of its business purposes, including without limitation providing the derivatives of the data and Product to third parties, subject to the terms of this Agreement and compliance with all applicable laws, rules and regulations. The Participating Agencies and MARC reserve the right to make available the same data for any other parties.

6. Ownership of and Rights to Data

The Participating Agencies and MARC retain all rights to the raw data, or Real Time Traffic Signal Data, being provided to TTS. TTS shall own all rights to Product and any formatted, predictive, or derivative data generated from the raw data.



7. Reporting

TTS shall provide Participating Agencies and MARC with periodic reports, at least quarterly, of traffic signal performance metrics of Product.

8. Indemnification

TTS will indemnify, defend, save, and hold harmless the Participating Agencies and MARC and their elected officials, employees, and agents from all claims, including but not limited to claims that arise from or relate to (i) any use or disclosure of any data obtained or provided to TTS hereunder, including any Products created by TTS from such data, (ii) a breach of TTS' representations and warranties, (iii) any personal injury, death or property damage caused by any alleged act, omission, error, fault, mistake or negligence of TTS, its employees, agents, or representatives in connection with or incident to TTS' performance under or related to this Agreement, and (iv) the infringement of any patent, copyright, trademark, trade secret or other proprietary right of any third party by TTS' use of any data provided or obtained under this Agreement.

9. Representations and Warranties

Participating Agencies and MARC make no warranties hereunder whatsoever, including any warranties pertaining to the quality or accuracy of the data provided under this Agreement. The Participating Agencies and MARC do not warrant that they will be able to continuously provide the data without interruption and expressly reserves the right to discontinue the data stream at any time. Notwithstanding anything to the contrary herein, the Participating Agencies and MARC reserve the right to immediately discontinue access to any data or the Agency Data stream without notice and at their discretion upon evidence of tampering or other unauthorized interference with the data or system. Participating Agencies and MARC make no other representations or warranties.

10. Limitation of Liability

Participating Agencies and MARC assume no liability hereunder whatsoever. Nothing in this Agreement excludes or limits TTS's liability for: (a) fraud or fraudulent misrepresentation; (b) breach of confidentiality; (c) indemnification obligations under [Section 8](#) above; (d) claims for personal injury, including death, or damage to real property or tangible personal property arising from the negligence, reckless conduct or intentional acts of a Party, its officers, employees or agents; or (e) matters that cannot be excluded or limited under applicable law.

11. Term

Unless terminated earlier in accordance with Section 12, this Agreement will begin on the latest date of the signature (the "Effective Date") and continue for one (1) year (the "Initial Term"). This Agreement will automatically renew on the anniversary of the Effective Date for successive one (1) year periods unless either party provides written notice of non-renewal at least thirty (30) days before the end of the then-current term (collectively, "Renewal Terms"). The "Term" will consist of the Initial Term and all Renewal Terms, if any.



12. Termination

Parties shall have the right to terminate this Agreement by providing written notice to the other Party within thirty (30) days, unless identified otherwise in this Agreement.

13. Data Destruction

Upon termination of this Agreement, TTS shall destroy all raw data whatever form or medium, including all copies thereof. TTS shall destroy the data no later than thirty (30) days following termination of this Agreement.

14. Notices

Absent notice to the contrary in writing, all communications to TTS shall be sent to:

Traffic Technology Services, Inc.
Attn: Contracts & Agreements
17933 NW Evergreen Pkwy, Suite 240
Beaverton, OR 97006
or email: suppliers@trafficechserivces.com

Absent notice to the contrary in writing, all communications to the MARC shall be sent to:

Mid-America Regional Council
600 Broadway, Suite 200
Kansas City, MO 64105
Attention: Ray Webb
And by email to: rwebb@MARC.ORG

or at any other address as any Party may, from time to time, designate by notice given in compliance with this Section.

15. Assignment

Neither Party shall assign, transfer, subcontract, or delegate all or any part of this Agreement, or any interest therein, without the other Party's prior written consent, which shall not be unreasonably withheld.

16. Agreement Binding

This Agreement shall be binding upon the successors of MARC, TTS Agent, TTS, or the Participating Agencies and assigns of the Parties hereto.

17. Personal Liability

Nothing in this Agreement may be construed to create any personal liability on the part of any officer or agent of any Party to this Agreement.



18. Choice of Law

This Agreement shall be governed in all respects by and construed under the laws of the State in which MARC resides as such laws are applied to agreements between residents of that State entered into and to be performed entirely within that State.

19. Choice of Forum

The Parties agree to institute any litigation concerning the enforcement or interpretation of the Agreement in the courts of jurisdiction for MARC, unless the claim must be brought in a federal forum, in which case it must be brought and adjudicated exclusively within the United States District Court for the Western District of Missouri. TTS hereby consents to the personal jurisdiction of these courts, waives any objection to venue in these courts, and waives any claim that either of these courts is an inconvenient forum. In no way may this Section or any other term of this Agreement be construed as a waiver by MARC or any Participating Agency of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any Claim or from the jurisdiction of any court.

20. Waiver

Any waiver of any breach of any condition or covenant herein contained to be kept and performed by either Party shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the non-breaching Party from declaring a default for any succeeding breach, either of the same condition or covenant or otherwise.

21. Severability

If any term (or part of a term) of this Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

22. Interpretation of the Agreement

The Parties acknowledge that each of the Parties have participated in the drafting of this Agreement. No Party shall be considered to be the drafter of this Agreement for the purposes of interpretation.

23. Parties in Interest

Nothing herein shall be construed to be to the benefit of any third party not identified or referenced in this Agreement, nor is it intended that any provision shall be for the benefit of any such third party.

24. Force Majeure

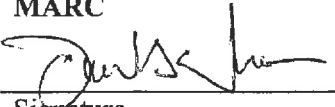
Neither Party will be liable for failure or delay in performance to the extent caused by circumstances beyond reasonable control.




25. Entire Agreement

This Agreement constitutes the entire agreement between the Parties. This Agreement supersedes all proposals and oral and written agreements between the Parties on this subject. No modifications, alterations, changes, or waiver to this Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both Parties.

IN WITNESS OF THIS, the Parties hereby execute this Agreement through their authorized representatives.

MARC
 8/13/2019
 Signature Date
 DAVID A. WARM
 Printed Name
 EXECUTIVE DIRECTOR
 Title

TTS
 8/26/2019
 Signature Date
 Kiel R. Ova
 Printed Name
 CMO
 Title

Consent and Approval of TransCore:

By signing below, TransCore acknowledges and agrees that by providing TTS with access to the TransCore System as contemplated herein, MARC and the Participating Agencies will not be considered in breach of or in default under the terms of the TransCore Agreement (as defined herein).

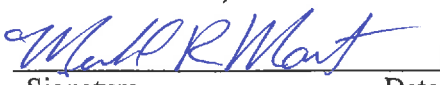
TransCore ITS, LLC
 8/26/19
 Signature Date
 Michael R. Mauritz
 Printed Name
 Sr. Vice President
 Title



EXHIBIT A

AGENCY PARTICIPATION AGREEMENT

This Agency Participation Agreement, (the "Participation Agreement") is entered into as of _____, ___ 2019 (the "Effective Date") by and among the Mid-America Regional Council ("MARC"), Traffic Technology Services, Inc. ("TTS"), and _____ [name of participating Agency] ("Participating Agency"), in conjunction with the Data Authorization Agreement (hereinafter the "Underlying Agreement") between MARC and TTS date on or about _____, ___ 2019.

RECITALS

Participating Agency is an Operation Green Light Member Agency (as such terms are defined in the Underlying Agreement), and desires to join the Underlying Agreement as a Participating Agency, subject to the terms and conditions of the Underlying Agreement, as expressly supplemented and modified by this Participation Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Underlying Agreement.** TTS, MARC and Participating Agency agree that all of the terms and conditions of the Underlying Agreement are incorporated herein by this reference. For purposes of applying the Underlying Agreement to this Participation Agreement, Participating Agency shall have all of the obligations, rights and remedies of MARC as set forth in the Underlying Agreement. Any capitalized term not defined herein shall have the meaning ascribed to it in the Underlying Agreement.

2. **Adoption of Underlying Agreement.** Participating Agency acknowledges and agrees that it is participating under the Underlying Agreement and that MARC and/or TTS may modify the Underlying Agreement at any time. Participating Agency agrees to all of the terms and conditions set forth in the Underlying Agreement as so modified, and hereby consents to, agrees to be bound by, any extensions, deletions or other modifications of the terms and conditions of the Underlying Agreement agreed upon by MARC and TTS, provided that TTS agrees to provide Participating Agency with notice of any such amendment or modification promptly when made. Any such amendments or modifications shall be binding on Participating Agency thirty days following TTS's written notice to Participating Agency describing the amendment or modification. TTS acknowledges and agrees that all terms, conditions, rights and remedies under the Underlying Agreement are fully enforceable against it by Participating Agency, provided, however, that: (a) Participating Agency has no obligation under this Participation Agreement for the obligations of MARC or any other Participating Agencies under the Underlying Agreement; (b) Participating Agency has no rights to set or modify the agreed upon term between TTS and MARC; and (c) Participating Agency has no right to terminate the Underlying Agreement or any other Participating Agency's Participation Agreement.



3. **Limitations Among Participants.** Participating Agency is not liable for any obligations of MARC or any other Participating Agency, as applicable, under the Underlying Agreement or any of their respective Participation Agreements. MARC is not liable for any obligations of any Participating Agency under the Underlying Agreement or any of their respective Participation Agreements. UNDER NO CIRCUMSTANCES SHALL MARC OR ANY PARTICIPATING AGENCY HAVE ANY RESPONSIBILITY FOR OR BE JOINTLY OR SEVERALLY LIABLE FOR THE OBLIGATIONS OF EACH OTHER OR ANY OTHER PARTICIPATING AGENCY.

4. **Term.** This Participation Agreement will commence on the date first written above and will be coterminous with the Underlying Agreement. Notwithstanding the foregoing, the Participating Agency may terminate this Participation Agreement at any time on thirty (30) days' notice to the other parties.

5. **Departure of Agency.** In the event that Participating Agency no longer meets the definition of "Member Agency" under the Underlying Agreement, then any of MARC, TTS or the Participating Agency may terminate this Participation Agreement on written notice to the other parties.

6. **Address for Notices.** All notices, requests, demands and other communications to Participating Agency required or permitted under this Participation Agreement shall be provided to the address set forth below:

Absent notice to the contrary in writing, all communications to TTS shall be sent to:

Traffic Technology Services, Inc.
Attn: Contracts & Agreements
17933 NW Evergreen Pkwy, Suite 240
Beaverton, OR 97006
or email: suppliers@traffichtechnologies.com

Absent notice to the contrary in writing, all communications to the MARC shall be sent to:

Mid-America Regional Council
600 Broadway, Suite 200
Kansas City, MO 64105
Attention: Ray Webb
And by email to: rwebb@MARC.ORG



Absent notice to the contrary in writing, all communications to the Participating Agency shall be sent to:

IN WITNESS WHEREOF, the parties hereto have executed this Participation Agreement as of the date first written above.

MARC
David A. Warm 8/13/19
Signature / Date
DAVID A. WARM
Printed Name
EXECUTIVE DIRECTOR
Title/Date

TTS
Kiel R. Ova 8/26/2019
Signature / Date
Kiel R. Ova
Printed Name
CMO
Title/Date

PARTICIPATING AGENCY

Signature / Date

Printed Name

Title/Date

City of Mission	Item Number:	5.
ACTION ITEM SUMMARY	Date:	October 2, 2019
Public Works	From:	Brent Morton

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

RE: Demolition Contract for 5122 W. 60th Terrace Property

RECOMMENDATION: Approve a contract with Denton Excavating, Inc. dba Midland Wrecking for demolition of the structure at 5122 W. 60th Terrace in an amount not to exceed \$9,748.00.

DETAILS: On September 18th, 2019, City Council approved the acquisition of property located at 5122 W. 60th Terrace as part of the Rock Creek Channel Stormwater Improvements project. This property has extensive settlement and erosion adjacent to Rock Creek. The residential structure on this property requires demolition so that it can be used for access during soil boring installation and construction.

Three bids were requested in late August/September 2019, with Denton Excavating, Inc. dba Midland Wrecking being the lowest and most responsive bidder. The results are shown in the table below:

Bidder	Total Bid
Denton Excavating, Inc. dba Midland Wrecking	\$9,748.00
Dale Brothers	\$12,557.00
Kaw Valley Companies, Inc.	\$23,000.00

The scope of work includes demolishing the residential structure, backfilling the excavation with soil to grade, asbestos inspection, disconnecting all utilities, seeding all disturbed areas, and disposal of debris at a certified landfill.

Staff recommends approval of the demolition contract with Denton Excavating, Inc. dba Midland Wrecking in an amount not to exceed \$9,748.00 with funding provided from the Rock Creek Channel project. Upon City Council approval of the contract, the demolition will be scheduled.

CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	N/A
Available Budget:	\$67,000

**DENTON EXCAVATING, INC. dba
MIDLAND WRECKING
P.O. BOX 14906, LENEXA, KS 66285
Phone: (913) 432-0314(913) Fax: (913) 432-6021
Jaimo217@msn.com**

August 22, 2019

Phone: 913-676-8375 & 816-719-9608

Attn: Brent Morton (City of Mission)

Email: bmorton@missionks.org

Job Location: 5122 W 60th Terr Mission, KS 66205

We propose and agree to finish all labor, material, equipment, and insurance necessary to complete subject work, in accordance with the following:

*****REMOVAL OF RESIDENTIAL HOUSE:**

- REMOVE RESIDENTIAL HOUSE (DRIVEWAY STAYS!!!)
- FILL DIRT TO GRADE
- ASBESTOS INSPECTION ONLY
- DISCONNECT OF ALL UTILITIES (INCLUDING SEWER & WATER)
- SEED AND STRAW DISTURBED AREA
- SECURE DEMOLITION PERMIT
- ALL DEBRIS TO GO TO CERTIFIED LANDFILL, PROVIDE PROOF

FOR THE SUM OF: \$9,748.00

EXCLUSIONS:

- NO DRIVEWAY REMOVAL
- NO ASBESTOS OR HAZARDOUS WASTE REMOVAL
- NO TREE REMOVAL
- NO MAINTENANCE OF SEED AND STRAW

NOTE: PAYMENT DUE UPON COMPLETION AFTER FINAL INSPECTION

This proposal is limited to thirty days acceptance from date hereof.

This proposal excludes any natural rock encountered.

This proposal excludes handling of any hazardous materials.

Any and all salvage materials recovered will become property of Denton Excavating, Inc dba Midland Wrecking.

The Company shall not be responsible for damage or delay due to strikes, fires, accidents or other causes beyond its reasonable control. The Company carries Workmen's Compensation and Public Liability Insurance, but does not assume risks of any other character under this contract.

After acceptance by the Owner in the space below, this contract shall be binding either upon approval by an officer of the Company or upon commencement of the work by the Company and shall constitute the entire agreement between the Company and the Owner. No oral terms or representations shall be considered a part of the agreement.

Accepted By: _____
SIGNATURE

**Denton Excavating dba
Midland Wrecking**

Accepted By: _____
PRINT NAME

By: Wylie Denton

Date Signed: _____

Date: 8/22/2019

DALE BROTHERS

PO Box 12541

Kansas City, Kansas 66112

9/24/2019

Brent Morton
Superintendent, Public Works
City of Mission, Kansas
bmorton@missionks.org

Subject: Demolition 5122 W. 60th Terr

We would like to bid on the Demolition on this project.

This offer includes:

- Demolition Permit
- Utility disconnects
- Demolition of House
- Removal of the foundation
- Removal of residential sidewalks and deck
- Haul debris from demolition to an approved disposal site
- Backfill and grade to a generally smooth grade
- Seeding and mulch

This offer does not include:

- Construction/Security Fence
- Abatement Analysis
- Abatement
- Removal of driveway
- Removal of trees and shrubs
- Sanitary facility

We will complete the work for \$ 12,557.00, invoiced on completion, net 30 days
Bid is valid for 60 days.

Respectfully,

Thomas E Irish

Tom Irish



**KAW VALLEY
COMPANIES, INC.**

DEMOLITION PROPOSAL

Date: 08-27-19

To: Brent Morton

City of Mission Kansas

From: Bob Lane

Kaw Valley Companies

Re: Demolition

Kaw Valley Companies proposes the demolition of 5122 W 60th terrace Mission, KS the for the lump sum of **\$23,000.00** our quote includes the following:

1. Notifications and demolition permits.
2. All utility disconnects.
3. Demolish and haul off entire structure.
4. Remove and hall off all concrete footings, slabs, walls and walkways.
5. Haul in 162 yards of dirt for back filling basement area.
6. Grade site to drain properly and match neighboring yards.

Our quote excludes the following:

1. Abatement or hazardous waste removal.
2. Fencing or erosion control.
3. Seeding and strawing.

All work will be done in accordance with city and state regulations.

Thank you,

Bob Lane

913-207-0768

■ EXCAVATING
&
GRADING

■ Dump Yard
(913) 281-9950
ext. 105
(913) 281-9955 FAX

■ Landscape Supply
(913) 596-9752
(913) 287-5959 FAX

■ SAND & GRAVEL
(913) 287-0035

■ WRECKING

■ SCRAP MANAGEMENT
(913) 422-1954

5600 Kansas Ave.
Kansas City, KS 66106
Ph: (913) 281-9950
Fx: (913) 281-9955