

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

**WEDNESDAY, FEBRUARY 1, 2017**

**6:30 p.m.**

**Mission City Hall**

**PUBLIC COMMENTS**

**PUBLIC PRESENTATIONS / INFORMATIONAL ONLY**

**ACTION ITEMS**

1. Operation Green Light Agreement - John Belger

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 \$4,400 over the next two years.

**DISCUSSION ITEMS**

2. Merger of the Tree Board and Parks & Recreation Commission - Laura Smith and Christy Humerickhouse

The Mission Tree Board and the Mission Parks and Recreation Commission have both struggled over the past few years to maintain membership/representation at the levels recommended by City code. Staff continues to evaluate ways to improve the effectiveness of our Boards and Commissions while also ensuring that the time and effort spent by our volunteers is productive and meaningful. To this end, staff is recommending that the Parks and Recreation Commission and the Tree Board be merged.

3. Update on 2017 Business Improvement Grant (BIG) Program - Danielle Sitzman

The Business Improvement Grant (BIG) program was established in 2004 to fund improvements for local businesses. Grants are structured as a reimbursement of 50% of a project's cost, up to \$10,000. Since its inception, the BIG Program has awarded over \$390,000 benefitting more than 90 local businesses. The grants have leveraged over \$1.2

million in total investment in the community. In 2017, the program has been funded in the amount of \$35,000, and no program changes are proposed. Applications will be accepted and scored in two rounds starting in February. No Council action is required at this time.

#### 4. Creation of Community Investment Program (CIP) Committee - Laura Smith

Since 2013, staff has formalized a process to review and update Mission's 5-Year Capital Improvement Program (CIP), integrating it into the annual budget process. In 2016, we created an internal CIP Committee who is developing a comprehensive list of projects and standardizing project request worksheets and budget tracking forms. With internal processes now more clearly defined, staff the believes development and approval of a five-year Capital Improvement Program would be enhanced by the appointment of an external (citizen) committee. We are recommending the City Council consider creating a Capital Improvement Program (CIP) Committee.

### **OTHER**

#### 5. Department Updates - Laura Smith

Staff will provide a brief update on any current department projects or issues that may be of interest to the Finance & Administration Committee.

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

<b>City of Mission</b>	Item Number:	1.
<b>ACTION ITEM SUMMARY</b>	Date:	1/25/2017
<b>PUBLIC WORKS</b>	From:	John Belger

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

**RE:** Operation Green Light Interlocal Agreement 2017-2018

**RECOMMENDATION:** Approve the Agreement with MARC for operational funding of Operation Green Light in an amount not to exceed \$4,400 over the next two years.

**DETAILS:** 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.

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; and
- It provides a tool for state and local governments to better manage changes in traffic patterns with the Kansas City Scout freeway management system.

Costs associated with the agreement remain unchanged from previous years. 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 annually

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

THIS COOPERATIVE/INTERLOCAL 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 (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 2013-2016 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 Sections 12-2901 et. seq. 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. 12-2901 et. seq. 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. The individual parties which are entering into this Agreement under the jurisdiction of K.S.A. 12-2901 will file for recording an executed copy of this Agreement in the appropriate county in the State of Kansas and file a copy with the Kansas Secretary of State.

**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:  
  
\_\_\_\_\_

Approved pursuant to K.S.A. Section 12-2904(g):

\_\_\_\_\_  
Office of the Attorney General of Kansas

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

City of Mission  
Attention: John Belger, 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:  
\_\_\_\_\_

## 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 rise 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 May 2016)

<b>Participating Agency</b> Non-Funding Agency in Bold	<b>Membership</b> <b>(voting)</b>
Belton	1
Bonner Springs	1
Fairway	1
FHWA – MO & KS	Ex Officio
Gladstone	1
Independence	1
Kansas City, MO	1
KCScout	Ex Officio
KDOT	1
Lansing	1
Leavenworth	1
Leawood	1
Lee's Summit	1
Lenexa	1
Liberty	1
MARC	1
Merriam	1
Mission	1
Mission Woods	1
MoDOT	1
North Kansas City	1

Olathe	1
Overland Park	1
Prairie Village	1
Raymore	1
Shawnee	1
Unified Government/KCK	1
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.

<b>REVENUE SOURCES FOR OPERATION GREEN LIGHT</b>				
<b>FOR OPERATING YEARS 2017-2018</b>				
<b>LOCAL GOVERNMENTS</b>				
	<b>Agency</b>	<b>Locations weighted by % ownership</b>	<b>2017 Cost per signal at \$800/year</b>	<b>2018 Cost per signal at \$800/year</b>
1	BONNER SPRINGS	4	\$ 3,200.00	\$ 3,200.00
2	FAIRWAY	2	\$ 1,600.00	\$ 1,600.00
3	LANSING	4	\$ 3,200.00	\$ 3,200.00
4	LEAVENWORTH	1	\$ 800.00	\$ 800.00
5	LEAWOOD	11.25	\$ 9,000.00	\$ 9,000.00
6	LENEXA	29	\$ 23,200.00	\$ 23,200.00
7	MERRIAM	18	\$ 14,400.00	\$ 14,400.00
8	MISSION	2.75	\$ 2,200.00	\$ 2,200.00
9	MISSION WOODS	0.75	\$ 600.00	\$ 600.00
10	OLATHE	15	\$ 12,000.00	\$ 12,000.00
11	OVERLAND PARK	44.75	\$ 35,800.00	\$ 35,800.00
12	PRAIRIE VILLAGE	6.75	\$ 5,400.00	\$ 5,400.00
13	SHAWNEE	14.5	\$ 11,600.00	\$ 11,600.00
14	UGOVT/KCK	63	\$ 50,400.00	\$ 50,400.00
15	WESTWOOD	1.25	\$ 1,000.00	\$ 1,000.00
	<b>TOTALS</b>	<b>218</b>	<b>\$ 174,400.00</b>	<b>\$ 174,400.00</b>

- 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**

<b>Component</b>	<b>Location</b>	<b>Purchased By</b>	<b>Owned By</b>	<b>Maintained By</b>	<b>Comments</b>
<b>Software/Firmware</b>					
TransSuite & Associated Software	OGL TOC	MARC	MARC	MARC*	Available for use by local agencies
Genelec Video System	OGL TOC	MARC	MARC	MARC*	
Other software used by MARC staff	OGL TOC	MARC	MARC	MARC*	
<b>Computer Hardware</b>					
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	
<b>Field Hardware</b>					
OGL Field Network Equipment	Field	MARC	MARC	MARC*	
Local Agency Field Network Equipment	Field	Local Agency	Local Agency	Local Agency	Extension 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	
<b>Miscellaneous</b>					
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.



<b>City of Mission</b>	Item Number:	2.
<b>DISCUSSION ITEM SUMMARY</b>	Date:	January 24, 2017
<b>Parks &amp; Recreation</b>	From:	Laura Smith and Christy Humerickhouse

Discussion items allow the committee the opportunity to freely discuss the issue at hand.

**RE:** Merger of the Parks and Recreation Commission and the Tree Board

**DETAILS:** The Mission Tree Board and the Mission Parks and Recreation Commission have both struggled over the past few years to maintain membership/representation at the levels recommended by City code. Staff continues to evaluate ways to improve the effectiveness of our Boards and Commissions while also ensuring that the time and effort spent by our volunteers is productive and meaningful. To this end, staff is recommending that the Parks and Recreation Commission and the Tree Board be merged.

The merger is being recommended to strengthen and enhance the efforts of the two volunteer boards without diminishing the work that either is currently doing, or has done independently in the past. Much work lies ahead for these volunteers as the findings and recommendations of the Parks and Recreation Master Plan are prioritized and implemented, and the tree inventory, evaluation, and maintenance plan is completed.

The newly formed Commission would have thirteen (13) members, and would continue to be involved with all activities that the two separate groups currently oversee or participate in. This includes but is not limited to; Tree City USA, Kansas Forest Service Poster Contest, Arbor Day Celebration, special event assistance, focus group/task force representation, etc.

Meetings for the Commission would be held on the third Monday of each month beginning at 6:00 p.m. which is the current meeting schedule for the Parks and Recreation Commission.

If Council supports the recommendation, staff will be prepare the necessary ordinances for consideration in March.

**CFAA CONSIDERATIONS/IMPACTS:** This activity supports section 1-E of the Communities for All Ages Checklist, which establishes as a goal that “the city involves residents of varying ages and abilities in planning for the siting and design of public outdoor spaces and building.”

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

<b>City of Mission</b>	Item Number:	3.
<b>DISCUSSION ITEM SUMMARY</b>	Date:	January 25, 2017
<b>COMMUNITY DEVELOPMENT</b>	From:	Danielle Sitzman

Discussion items allow the committee the opportunity to freely discuss the issue at hand.

**RE:** 2017 Business Improvement Grant (BIG) Program

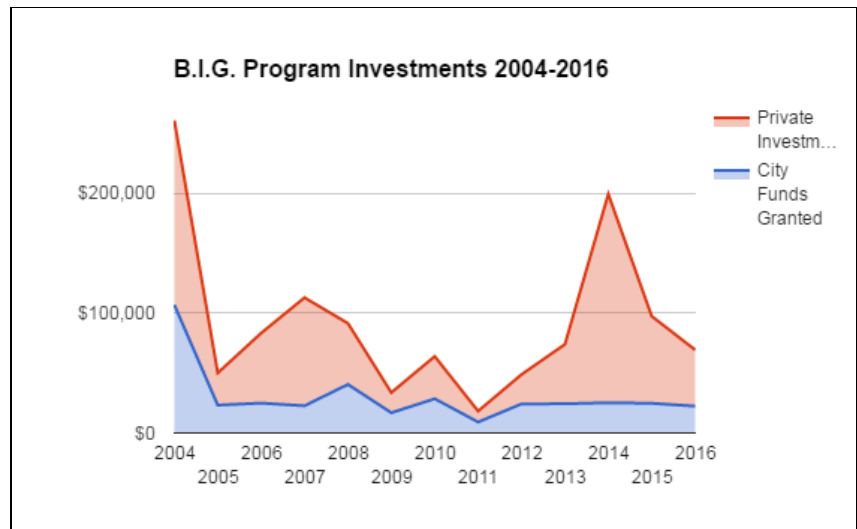
**DETAILS:** The Business Improvement Grant program was established in 2004 to fund improvements for local businesses. Grants are structured as a reimbursement of 50% of a project's cost, up to \$10,000. Initially the program focused only on exterior renovation but was expanded in 2009 to include energy efficiency upgrades.

Since its inception, the BIG Program has awarded over \$390,000 benefitting more than 90 local businesses. The grants have leveraged over \$1.2 million in total investment in the community. BIG funded projects have included replacing doors, storefront windows, and awnings, painting, brick repair, stucco repair, new patios, HVAC and lighting upgrades, walkway repairs, and new signs. Examples of properties that have benefited from the grant are shown in their before and after photos included in the packet

The BIG Program is included as a line item in the Community Development budget. In 2016, the program was funded in the amount of \$27,000. Four applications were received and \$25,000 was allocated to projects including facade improvements such as awnings, storefront windows, and painting.

In 2017, the program has been funded in the amount of \$35,000. No program changes are proposed for 2017. Applications will be accepted and scored in two rounds starting in February.

No Council action is required at this time. Staff is presenting the information for the Council's information as the 2017 program is opened up for applications.



**CFAA CONSIDERATIONS/IMPACTS:** Proposed eligible improvements often include site amenities for non-motorists such as sidewalks, shade, bike facilities, and seating. The program can also cover ADA accommodations.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	01-23-216-07
Available Budget:	\$35,000

<b>City of Mission</b>	Item Number:	3.
<b>DISCUSSION ITEM SUMMARY</b>	Date:	January 25, 2017
<b>COMMUNITY DEVELOPMENT</b>	From:	Danielle Sitzman

Discussion items allow the committee the opportunity to freely discuss the issue at hand.

### Projects Funded With City of Mission Business Improvement Grant (BIG) Program

**Before**

**After**



5959 Broadmoor St-2004



5636 Johnson Dr-2013



5820 Johnson Dr-2013

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	01-23-216-07
Available Budget:	\$35,000

<b>City of Mission</b>	Item Number:	3.
<b>DISCUSSION ITEM SUMMARY</b>	Date:	January 25, 2017
<b>COMMUNITY DEVELOPMENT</b>	From:	Danielle Sitzman

Discussion items allow the committee the opportunity to freely discuss the issue at hand.



5731 Johnson Dr-2013



6120 Johnson Dr-2013

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	01-23-216-07
Available Budget:	\$35,000



# **B**usiness **I**mprovement **G**rant



## Applications Accepted

1<sup>st</sup> Round February 1-27, 2017

2<sup>nd</sup> Round-If funds remain June 1-30, 2017

The goal of the Mission Business Improvement Grant (BIG) Program is to support local businesses through funding for exterior building repairs or improvements and qualified energy efficiency improvements.

Since its start in 2004, the Mission BIG Program has awarded over \$390,000 to benefit more than 90 local businesses. These grants have leveraged over \$1.2 million in total investment in the community. The grant program allows applicants to be reimbursed up to one-half (50%) of approved costs, with the City's share not to exceed \$10,000 per project annually (\$2,000 per sign).

### **2017 Eligibility and Program Details**

- Applications will be accepted no sooner than the opening date of the grant period.
- The grant is open to any properties in the City of Mission with Commercial, Industrial, Main Street, Mixed Use, or Business Park District zoning.
- Grant applications may be made by either a business or property owner. All grant monies will be issued as a reimbursement to the applicant.
- Property or business owners cannot claim exemption from city, state, or federal taxes and must be current on their property taxes.
- Business must have a valid Occupational License with the City of Mission at the time of application.
- Projects must meet all applicable Design Guideline, Form Based Code, Zoning, Sign and Building Code requirements.
- Only one grant is allowed per annual cycle per applicant.

- Businesses or property owners may only submit a new application once any and all existing grant funded projects are completed.
- Reported project values shall include the total value of work, including materials and labor, for which the grant is being issued. Projects or project elements valued at over \$5,000 will be required to submit three bids. The City will reimburse at the rate of the lowest bid but the applicant is free to select whichever bid they prefer.
- Applications will be accepted and reviewed two batches throughout the year. The first round of applications will be accepted February 1<sup>st</sup>-28<sup>th</sup>. Once the application deadline has passed, grant awards will be assigned based on project scores until all funds are committed. Grant scoring criteria are listed below. If any funds remain, a second round of grant applications will be accepted and reviewed in a similar process starting June 1<sup>st</sup>-30<sup>th</sup>.
- Applications will be reviewed and scored by a committee appointed by the Mayor and the City Administrator.
- Projects may not be started prior to grant approval. Project costs incurred prior to grant approval will not be reimbursed. Projects already underway are not eligible for consideration, with the exception of an energy audit. Up to twenty-five percent (25%) of the cost of the audit can be reimbursed with the project.
- Projects must be complete or substantially complete within three (3) months of approval. A deadline for completion will be included in the grant approval. Projects may only receive a one deadline extension. Projects not completed in the required timeframe may lose their grant awards
- Properties or business may only receive assistance with the cost of conducting an energy audit once.
- For projects that require building permits, a passing final building inspection is required prior to the disbursement of any grant funds.

### **Examples of Qualifying Exterior Improvements**

- Building repairs (painting, tuck pointing, awning replacement, etc)
- Building improvements (additions, replacements)
- Sidewalk and streetscape improvements (pedestrian pavement, seating, etc)
- Signs (\$2,000 Maximum)

### **Examples of Qualifying Energy Efficiency Improvements\***

- Interior and Exterior Lighting Systems
- Building Mechanical Systems (Heating, Cooling, Ventilation)
- Hot Water Systems

- Building Envelope (Including doors, windows, insulation, roofing etc)
- Electric Vehicle Charging Station installation

\* An energy audit conducted by a State or KCP&L certified auditor identifying the interior energy efficiency improvement and demonstrating an improvement over existing conditions is required. Up to 25% of the cost of the audit can be reimbursed with the project. Locations that participated in the City’s Pilot Assessment Audit in the spring of 2009 are also eligible.

**Application Process**

- Contact Danielle Sitzman in the Community Development Department for a pre-application meeting to discuss the project and identify the necessary permits and approvals.
- Submit a grant application form, W-9, and “before” photos of project by the application deadline. Site plans, elevations, architectural renderings, and contractor bids may also be required prior to the start of the project depending, on the project scope.
- Receive grant approval, then complete work by the specified deadline.
- Upon completion of the project, submit all receipts, proof of payment and “after” photos” for review.
- If all program requirements have been met, the City will reimburse the applicant up to one-half (50%) of the approved costs, with the City’s share not to exceed \$10,000 per project annually or \$2,000 per sign.

**Staff Contact:** Danielle Sitzman  
 dsitzman@missionks.org  
 Phone: 913.676.8363 Fax:913-722-1415

**Grant Scoring Criteria**

<b>Required Elements</b>	
<b>An application must satisfy all of the required elements in order to proceed on to review for optional elements</b>	<b>Points</b>
Zoning district (commercial, industrial, main street, mixed use,or business park)	1
Current on payment of property taxes	1
Not exempt from city, state or federal taxes	1
Has a valid occupational license	1
Meets applicable Design Guideline, Form Based Code, Zoning, Sign, and Building Codes	1

Structure not in a regulatory floodplain	1
<b>Total</b>	<b>6</b>
<b>Optional Elements</b>	
Facade Improvement-Project makes improvement to the primary facade of the building excluding signs	3
Professional Design-Project includes work by a design professional/architect	2
Superior Energy Efficiency-Improvements result in the building or building system obtaining energy star compliance, or uses renewable energy sources such as solar or wind, or includes stormwater runoff infiltration/reuse, or greywater reuse	2
Removes a non-conforming feature, situation, sign, or other code violation	2
Includes site improvements for non-motorists such as sidewalks, crosswalks, shade, bike facilities, and other amenities	2
Mixed Use-Project for a property that includes a mixed of uses such as commercial, residential, office	2
Johnson Drive Corridor-Project improvement for a property located on and visible along Johnson Drive	1
First time applicant-First grant application for the subject property by either a business or property owner or minimum of 5 years between applications	1
Accessibility-Project includes improvements for the accessibility of the property for those with physical limitations and mobility needs in conformance with ADA	1



<b>City of Mission</b>	Item Number:	4.
<b>DISCUSSION ITEM SUMMARY</b>	Date:	January 27, 2017
<b>ADMINISTRATION</b>	From:	Laura Smith

Discussion items allow the committee the opportunity to freely discuss the issue at hand.

**RE:** Citizen Capital Improvement Program (CIP) Committee

**DETAILS:** A Capital Improvement Plan/Program (CIP) is a major management and planning tool for municipalities. The CIP links local infrastructure investments with more strategic goals, land use ordinances, and economic development efforts, bridging the gap between planning and spending. A multi-year CIP provides a systematic plan for providing infrastructure improvements within a prioritized framework.

Since 2013, staff has formalized a process to review and update Mission's 5-Year Capital Improvement Program (CIP), integrating it into the annual budget process. In 2016, we created an internal CIP Committee who is developing a comprehensive list of projects and standardizing project request worksheets and budget tracking forms. With internal processes now more clearly defined, staff the believes development and approval of a five-year Capital Improvement Program would be enhanced by the appointment of an external (citizen) committee. We are recommending the City Council consider creating a Capital Improvement Program (CIP) Committee.

The CIP Committee's membership, roles and responsibilities would be established by ordinance, similar to Mission's other appointed Boards and Commissions. These responsibilities are outlined in more detail in the memorandum included in the packet. They would serve in an advisory role to the Governing Body. Staff recommends appointing a nine (9) member committee whose membership would be allocated as follows:

- 2 members from the Planning Commission
- 2 members from the Parks & Recreation Commission
- 1 member from the Sustainability Commission
- 1 member appointed from each Ward (4 total)
- 1 member appointed from the business community (could be non-resident)

The CIP Committee would meet monthly, with a variety of staff supporting their work. Based on the remaining steps required to create, appoint and educate the committee members, we anticipate their input would be somewhat limited during the 2018 Budget process, but they would play a much more active role in the 2019 budget process.

If Council supports the recommendation, staff will prepare the necessary ordinances and documents for consideration in March.

**CFAA CONSIDERATIONS/IMPACTS:** Including direct citizen involvement in the development of the CIP helps to ensure that the needs of residents of all ages and abilities are considered in the design of public infrastructure facilities.

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



## MEMORANDUM

---

**Date:** January 25, 2017  
**To:** Community Development Committee  
**From:** Laura Smith, City Administrator  
**RE:** Creation of Capital Improvement Program (CIP) Committee

---

A Capital Improvement Plan/Program (CIP) is a major management and planning tool for municipalities. The CIP links local infrastructure investments with more strategic goals, land use ordinances, and economic development efforts, bridging the gap between planning and spending. It is a statement of the City's policies and financial ability to manage the physical development and redevelopment of the community. A multi-year CIP provides a systematic plan for providing infrastructure improvements within a prioritized framework.

The CIP serves as a guide for the efficient and effective provision of public infrastructure facilities, outlining a schedule for capital projects, generally over a five-year period of time. A CIP also provides valuable information to the Planning Commission, citizens, developers and businesses who are interested in the development and redevelopment of Mission. The CIP may be used to leverage outside resources by aligning with grant application cycles, as well as through coordination of City projects with those of other public or private entities.

Since 2013, staff has formalized a process to review and update Mission's 5-Year Capital Improvement Program (CIP), integrating it into the annual budget process. In 2016, we created an internal CIP Committee that includes representation from all Departments. The committee's initial focus has been to develop a comprehensive list of projects as well as efforts to standardize project request worksheets and budget tracking forms.

With internal processes now more clearly defined, staff the believes development and approval of a five-year Capital Improvement Program would be enhanced by the appointment of an external (citizen) committee. We are requesting the City Council consider creating a Capital Improvements Program (CIP) Committee.

Many cities across the country, regardless of size, look to a citizen CIP Committee to evaluate and prioritize capital project requests recommended to the Governing Body. The representatives of the CIP committee are charged with:

- Aligning projects with identified master and strategic plans;
- Identifying issues that may be roadblocks to successful project implementation;
- Focusing on continuous improvement in the Capital Improvement Program;
- Advising the Mayor and City Council on the most critical needs; and



## MEMORANDUM

---

- Evaluating and recommending projects for funding in the Capital Improvement Program

Additionally, when there are voter approved revenue streams, such as dedicated street or parks sales taxes, it can be beneficial to provide an educated group of citizens with information on the infrastructure needs, goals and objectives. Their knowledge and input can help guide decisions for future efforts to renew these revenues.

The CIP Committee's membership, roles and responsibilities would be established by ordinance, similar to Mission's other appointed Boards and Commissions. They would serve in a purely advisory role to the Governing Body. Staff recommends appointing a 9 member committee whose membership would be allocated as follows:

- 2 members from the Planning Commission
- 2 members from the Parks & Recreation Commission
- 1 member from the Sustainability Commission
- 1 member appointed from each Ward (4 total)
- 1 member appointed from the business community (could be non-resident)

The CIP Committee would meet monthly, with a variety of staff supporting their work. Based on the remaining steps required to create, appoint and educate the committee members, we anticipate their input would be somewhat limited during the 2018 budget process, but they would play a much more active role in the 2019 budget.

Mission will continue to face infrastructure challenges, putting pressure on future budgets. Creating the opportunity for staff and Council to incorporate more citizen input in the development of the CIP can help guide decision-making, ensuring the City's resources are being allocated in a way that accurately reflects community assets, needs, and goals. Forming a citizen CIP Committee can only serve to benefit the residents of Mission.