

CITY OF MISSION, KANSAS
COMMUNITY DEVELOPMENT COMMITTEE

WEDNESDAY, FEBRUARY 5, 2020

6:30 P.M.

Mission City Hall

PUBLIC COMMENTS

PUBLIC PRESENTATIONS / INFORMATIONAL ONLY

1. Everygy Circuit Audit Presentation and Information Update

Rebecca Galati will present the results of a recent patrol of the worst performing circuits serving Mission and will provide an update on plans for system improvements and vegetation management.

2. Sustainability Commission 2020 Work Plan

Members of the Sustainability Commission will share their revised Comprehensive Sustainability Plan. The presentation will include a summary of past activities and goals for continued work.

ACTION ITEMS

3. Acceptance of the January 8, 2020 Community Development Committee Minutes - Martha Sumrall ([page 4](#))

Draft minutes of the January 8, 2020 Community Development Committee meeting are included for review and acceptance.

4. Communication/Marketing/Branding/PR Services - Laura Smith ([page 14](#))

For the last several months staff and Council have been discussing and evaluating communication/marketing/branding/PR for the City. Current communication methods and platforms lacked consistency, cohesiveness and often timely implementation frequently leaving both staff, Council and residents desiring more. As discussed at the January meeting, a recommendation to engage crux. for an annual subscription of \$90,000 to provide 60 hours of dedicated staff time and resources each month. The recommendation was based not only on the quality of their creative/technical skill sets, but also the unique business model they offer which provides support in executing and implementing the strategies as an extension of city staff. The Council planned for more discussion at the February Committee meeting.

5. Renewal of Traffic Signal Maintenance Services Contract - Brent Morton ([page 17](#))

The city owns and operates seven traffic signals and two pedestrian beacons. This traffic signal maintenance services contract establishes a preventative maintenance program, as well as on-call services for traffic signal maintenance and emergency repairs. Total Electric Contractors Inc. submitted the lowest and best bid at an annual price of \$47,700. Total has provided this service to Mission for the last 30 years.

6. Easement Acquisition, Rock Creek Channel Project - Celia Duran ([page 60](#))

The Rock Creek Channel project includes construction of retaining walls, channel modifications, and parking lot improvements along Rock Creek from east of Nall Avenue to Roeland Drive to address erosion and flooding concerns. In order to construct improvements, acquisition of Permanent Drainage Easements (PDEs) and Temporary Construction Easements (TCEs) are required. Five of the properties have signed easement documents and two of the properties are owned by the City of Mission with easements to be approved by City Council.

7. City Hall Workspace Renovation - Emily Randel ([page 114](#))

Following the Council's approval of a new Planner position in the Community Development Department, an additional workspace is required in City Hall. Bids will be presented for a remodel to the interior office space to accommodate a new staff person and to make use of a previously underutilized space at City Hall in an amount not to exceed \$30,000.

DISCUSSION ITEMS

8. 2020 Market Season - Emily Randel ([page 115](#))

Staff are preparing for the 2020 Mission Market Season and will share the upcoming plans and progress, as well as a few minor proposed changes for the 13 week season that will begin in June.

9. Snow Removal from Sidewalks - Laura Smith ([page 116](#))

The City Council last had a comprehensive discussion regarding policies related to snow removal from sidewalks in 2010. A request has been made to review the current ordinance and policies, specifically as they relate to the clearing of sidewalks near school.

OTHER

10. 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:	3.
ACTION ITEM SUMMARY	Date:	February 5, 2020
Administration	From:	Martha Sumrall

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

RE: January 8, 2020 Community Development Committee minutes.

RECOMMENDATION: Review and accept the January 8, 2020 minutes of the Community Development Committee.

DETAILS: Minutes of the January 8, 2020 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

January 8, 2020

The Mission Community Development Committee met at Mission City Hall, Wednesday, January 8, 2020 at 6:30 p.m. The following committee members were present: Trent Boultinghouse, Hillary Thomas, Arcie Rothrock, Nick Schlossmacher, Kristin Inman, Debbie Kring, Sollie Flora and Ken Davis. Mayor Appletoft was also present. Councilmember Thomas 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 Director Celia Duran, Parks & Recreation Director Penn Almoney, Chief Ben Hadley, Capt. Kevin Self, and Capt. Kirk Lane.

Public Comments

There were no public comments.

Presentation on SMAC Establishment of Watershed Organizations

Ms. Duran provided background information on the Johnson County Stormwater Management Program, particularly current geographical constraints to the program. She introduced Brian Pietig, Lee Kellenberger, and Madison Crowell with Johnson County SMAC.

Mr. Kellenberger presented the following information regarding the Johnson County Stormwater Management Program Strategic Plan Implementation. He stated this information is being shared with all cities in Johnson County (Mission is the 13th out of 14 cities to have the presentation.)

- Stormwater Management Program (SMP) history - the program was established in 1990, the current policies and procedures adopted by the Board of County Commissioners in 2002, strategic plan focused on watershed-based improvements adopted by the BOCC in 2016, and implementation of the strategic plan via five subcommittees began in 2017. He noted that there has been approximately \$400 million in investment through this program over the past 30 years.
- Consideration of changing how the program functions began in 2013-2014 due to dwindling participation.
- Information on members of the Strategic Plan Steering Committee, including Ms. Duran who is a member, and their work to determine what they like and don't like about the program, as well as benchmarking against other programs.
- The implementation timeline over the past 3.5 years. He stated this has not been easy and noted changes to include funding new project elements and types of projects.

- Stakeholder engagement has included 40 meetings in cities through Johnson County. This has been a grassroots effort.
- Program is taking a new direction and will now be made up of six Watershed Organizations that cross city boundaries. This approach will work better as upstream improvements contribute to issues downstream, and cities downstream must now contribute to the process. The Watershed Organizations follow the natural system of waterflow. Mission will be in Watershed Organization No. 1.
- Organizational framework will have six watershed organizations reporting to the Watershed Advisory Committee, which reports to the Stormwater Management Advisory Council and then to the Board of County Commissioners. Johnson County will help facilitate all meetings. The Stormwater Advisory Committee will keep the same structure with a representative from each city. Municipalities are the only voting members, but other organizations can participate (i.e. Parks & Recreation District, school districts, etc.). He discussed how the cities will work together within the Watershed Organizations.
- Provided information on cities included in each Watershed Organization.
- The “Focus Ahead” for the program, including flooding, water quality, system management, and planning:
 - Flooding - Habitable buildings, streets, Home Buyout Program, and the Homeowners Technical Assistance Program
 - Water Quality - Restore impaired streams/lakes, protection of high quality areas, streambank stabilization, and retrofitting existing infrastructure.
 - System Management - Countywide inventory, condition assessments, replacing failing infrastructure, and natural and manmade flooding.
 - Planning - Watershed master plans, near term and long range improvement projects, and increased level of coordination.
- Programmatic changes include moving to a watershed scope, 5/10/15 year Capital Improvement Plan, 50% County funding for system replacement projects, 100% County funding for significant watershed projects and 50% County funding for local projects, and alternative funding incentivized.
- Next steps including the establishment of the six watershed organizations, watershed master planning, policy and procedure updates, and revised interlocal agreements.

Discussion by the committee continued on dissimilar geography and how funds will be allocated (large vs. small geography of a watershed organization), how projects are scored and funding allocated by their rank/scoring and those projects with the greatest risk reduction when completed, whether this watershed organization framework has worked in other areas (Mr. Kellenberger stated this is a relatively new approach), how the matching funds will be allocated (watershed vs. city) with Mr. Kellenberger stating city projects will still go through the watershed organization (courtesy check) for coordination, transparency and uniformity, and the completion of the Watershed Master Plan in 2020.

Mr. Kellenberger also provided historical information on which areas have been of the greatest concern, (Indian Creek in 2017, Mission in 1998 for example). All cities will adopt the uniform scoring method and he stated that they can help walk the city through this process. He also discussed sinkholes, noting that this program focuses on issues such as a failed pipe, rather than the geology of a sinkhole. The type of pipe used for stormwater management is not dictated by the program unless SMAC funding is included in the project. The committee also discussed whether there is an option to participate in the watershed organization with Mr. Kellenberger stating the only way to participate in the SMAC program is now through the watershed organization. Mr. Kellenberger also provided information on the master planning process that will kick-off in mid-February and be facilitated by Johnson County. The committee also discussed previous issues with shifting of projects over the years and the impact on the project budgets of CIPs of smaller cities. Mr. Kellenberger stated that the County needs to move to a five-year CIP.

This item was informational only and no action was taken.

Acceptance of the December 11, 2019 Community Development Committee Minutes

Minutes of the December 11, 2019 Community Development Committee were provided to the committee. There being no objections or corrections, the minutes were accepted as presented.

SMAC Agreement for the Establishment of Watershed Organization 1 in Johnson County, Kansas

Ms. Duran reported that this agreement establishes Mission's participation in Watershed Organization 1 as presented by Mr. Kellenberger at the beginning of this meeting.

Councilmember Schlossmacher recommended the Agreement for the Establishment of Watershed Organization 1 in Johnson County, Kansas be forwarded to Council for approval. All on the committee agreed. This will be a consent agenda item.

Councilmember Thomas asked if participation in the watershed organization will require any additional staff time. Ms. Duran stated it will remain generally the same. Councilmember Davis noted that some of the signature pages on the agreement will need to be updated to reflect the names of newly elected mayors in some cities.

Marketing / Branding Contract

Ms. Smith stated that over the last several years, there have been ongoing conversations about the need for consistency and cohesiveness in the City's marketing and branding. This issue began with the Parks and Recreation Department, but it became clear during the interview process following the release of a Request for Qualifications for proposals for marketing and design (branding) services, that more clarity was needed on what would best serve the City

overall. She stated that staff contacted each of the three firms interviewed to request a proposal addendum to expand the scope of the project to include the entire organization. In December 2019, the interview panel was expanded to include additional staff and Councilmember Davis, and two local firms were invited back for second interviews. She stated that throughout the process they considered what we need and what we want. The recommendation of the interview committee is to contract with Crux for an annual contract that would provide 60 hours of dedicated staff time and resources from the Crux team each month. The services included in this contract are included in the packet. Ms. Smith discussed the depth and breadth of the Crux team and their ability to become an extension of our staff, functioning in a manner similar to our on-call engineers. The contract would be billed in equal monthly installments (subscription fee) for the 60 hours monthly and the services would include development of a brand and identity, data collection, staff development and training, and standardization of processes and procedures. She stated that they will drive this process (30-60-90 day action plans) to help keep us on track, and their services will help us to understand what we don't know. Ms. Smith also stated that the Comprehensive Plan Update and the ETC DirectionFinder Survey will be tied to this project, which will help to boost our messaging and communication with businesses and residents.

Ms. Smith introduced members of the Crux team present at the meeting - Melea McRae, Founder and CEO, Becky Schieber, Account Director/Senior Writer, and Ryan Hembree, VP, Creative. Ms. Schieber will be Mission's primary contact.

Discussion by the committee included what will happen after the one-year contract expires. Ms. Smith stated we will evaluate the process and bring to Council a recommendation to keep the process moving forward and how to sustain the investment made in this process. She also stated that finding one person to bring on staff with the skill set to accomplish all of this would be challenging.

Councilmember Kring asked how web development will work with our current website provider. Ms. McRea stated Crux will design, write, manage imagery and and work with a web developer, and they work with freelancers. Councilmember Davis stated that Kara Brooks with Crux is the social media manager and will be the fifth person on Mission's team.

Councilmember Schlossmacher requested information on the ability to track data and what can be tracked to show our return on investment (ROI) from Crux. Ms. McRea discussed the ability to track analytics in real time (Google analytics, email marketing and social analytics). Ms. Smith stated both firms were asked about this issue and were candid in stating there is no direct way to calculate the ROI. Ms. Smith stated we will benchmark and set goals as to what we want to achieve, and these will then be measured and tracked.

Councilmember Schlossmacher feels we are not a growing company so there is no need to "boost sales" and asked what the benefit of this project will be for Mission. He also expressed his concerns regarding what our ongoing expenses will be after the initial year of the contract.

Ms. Randel discussed the need to expand our reach for events, etc. and share what we as a City are offering (announcements, public service message, etc) potentially resulting in fewer phone calls, etc. Councilmember Davis stated other areas to promote include the upcoming sales tax renewals, the Comprehensive Plan Update, and dovetailing public relations efforts with current projects.

Councilmember Thomas asked how broad the rebranding would be for the City, and the general process - will decisions be staff driven or by committee. Ms. McRae stated much of this will be determined in the kick-off of the project once there is a full understanding of the stakeholders. She also provided information on a previous rebranding project with the Kansas City Chamber and how that worked (long standing brand and many stakeholders). Mr. Hembree provided information on the need for civic engagement. Mission's process will begin with interviewing the stakeholders, use of metrics and analytics, followed by the 30-60-90 process. It was noted that this strategy can pivot if necessary.

Councilmember Inman stated that one objective was to drive revenues at the Community Center and asked if self-sufficiency rates would be a part of the project. Ms. Smith stated that as Council sets goals, these tools can then be used to help us meet these goals and identify which groups to target. This process will not set cost recovery rates at the Community Center

Councilmember Schlossmacher stated he feels the proposal is good, but feels the scope of the project is too big for what the City needs at this time, especially with the cost. Councilmember Thomas stated that she shares some of these thoughts and expressed her concerns with what will happen in the following years and whether having a person on staff for this project would make more sense. She stated it seems like a lot of the discovery as to what Mission needs for this process was during discussions with Crux. She likes the cafeteria style of the proposal and feels trying it for a year makes sense. Ms. Smith stated we knew the need, but the opportunity to procure the services became clearer during the process. Ms. Smith noted that \$30,000 has been included in the budget for the last two years for this project. Ms. Randel stated that we did not know that what Crux offers even existed, as their model is unique. The Crux model is customized to us and offers opportunities to collaborate, educate our organization, and provide consistent messaging. Councilmember Inman noted the training and implementation included in the proposal. Councilmember Flora asked for confirmation from staff that they feel what makes Crux unique is their implementation process and then follow-through. Ms. Randel stated that is correct and Councilmember Davis stated he likes the breadth of expertise Crux offers (similar to a law firm) and how this will benefit Mission.

Councilmember Schlossmacher stated he does not fully understand what we are trying to get out of this process and used the analogy of feeling we may be buying a new BMW when we could get by with a two-year old Camry. He feels the proposal and presentation were great but he is unsure we need this level of market penetration. Councilmember Flora stated she would

push back on this a bit, and noted previous discussions to support, attract and retain business, and the benefits some of the data analytics could add to this initiative. Discussion continued on what the top priorities would be for this project, with Councilmember Schlossmacher noting that everyone could have different goals and again expressed his concerns with the cost. Councilmember Kring asked who is “the driver” of this program - the City or Crux. Ms. McCrea stated that Crux will be driving this process, but will be listening to stakeholders, doing extensive research, looking at the full family of brands for the City and the overarching message for the City, and will message each department separately. They will also develop communications strategies. There will be monthly check-ins and the establishment of a committee. Councilmember Kring stated she is unsure what we are selling, and feels the City should define what we want and then have Crux provide the “how.” Ms. McCrea stated it is the overarching message for the City and that ultimately we are “selling” economic development to attract residents, businesses, and a workforce. Discussion continued on economic development.

Councilmember Thomas stated with all the different thoughts, she would like to have additional information on potential plans for what will come after Crux, as well as the potential costs. Councilmember Schlossmacher stated he would like more concrete objectives. Councilmember Inman stated there are specific objectives included in the packet (committee process). Councilmember Boultinghouse stated that with a new decade it seems like a good time to move forward with this, as well as new leadership, buy-in from stakeholders, and with development projects bringing new residents to Mission. He feels we have an opportunity to do this the “right way” in conjunction with the Comprehensive Plan Update. He stated it can be ambiguous in determining ROI, but if we are going to do it he advocates for doing it the right way and leans toward supporting this at this time. He would also like additional information and discussed the ability to control the narrative at an important time in Mission.

Councilmember Thomas asked where the committee would like to go with this. Councilmember Davis and Flora stated they support moving forward. Councilmember Schlossmacher stated it is not about the firm, but about the scope of the project, noting the cost. Ms. Smith stated that \$60,000 of the \$90,000 had been committed over the past two years, demonstrating our commitment to the project. We now have the opportunity to add \$30,000 to expand the scope of the project. Ms. McCrea discussed the higher cost during the first year, with a reduced rate in the following year. She stated their fee would be \$100/hr in following years (about \$72,000/year) but noted that Mission may not need the full 60 hours per month in the following years resulting in a lesser cost. Councilmember Davis stated that there is scalability to fit our needs in future years. Ms. McCrea stated this is two projects in one - branding and communications - and noted that once the branding is done, it is done.

Councilmember Davis recommended that this be taken to Council. Mayor Appletoft stated he feels this should slow down as he is not sure the objectives are clear to everyone. He suggested staff be given a chance to answer some of the questions raised this evening with Crux and, once additional information is available, bring this back to the committee.

Councilmember Thomas asked that this item be moved to the February committee agenda, potentially taking action at that time. Ms. Smith stated additional information can be brought back to the committee at the February 5 meeting, and possible additional discussion at the City Council Retreat. No action was taken at this time.

Department Updates

Mr. Scott stated Tidal Wave Car Wash has one contractor that is building all of the Tidal Wave Car Washes in Kansas City and is now working to complete a project in Blue Springs. They anticipate beginning work in Mission in mid-February beginning with site work and structure construction in early spring. Councilmember Flora stated that when approved, the company promised to improve the property quickly and this has not yet been done. Mr. Scott stated they completed the waterline work late last summer, and that although they are moving slow the project is moving forward.

Rockcreek Brewery, located at the old RunRite building, pulled a building permit late last summer. The building needed extensive work, but they anticipate a soft opening in March.

Mr. Scott stated Cinergy at the Gateway has seen lots of activity. Final design of the garage is being completed and the footings are going in. They anticipate the parking garage “going up” at the end of February. Ms. Smith stated we will make available to the public the visual of the project that identifies all of the buildings, allowing people to put the Cinergy building in context. She noted the stone veneer going up at the Mission Trails garage which changes the look of the building.

Mr. Scott reported the WCA transition has gone smoothly. He stated there are some issues still with condos who have a bin/corral and determining who is responsible for these. WCA will put carts and bins in those locations at no additional cost to them (as they are already paying through their property taxes.) Waste Management has collected all their old carts and they are staged at the Mission Bowl site. This has been a slow process with some still having trash in them. Staff has been working with them to speed up this process and get it completed as soon as possible. Councilmember Inman asked when WCA will have their new automated trash trucks. Mr. Scott stated they are using a mix of trucks, but there is a long lead time for them to get the trucks they have ordered for our contract.

The planner position has been posted and we hope to have someone hired by the end of February.

Mr. Scott stated he and Ms. Smith will meet with Confluence on the Comprehensive Plan Update process next week.

Councilmember Davis asked for an update on the Mission Bowl. Mr. Scott discussed the owner of the building vs. the owner of the land. The owner of the land now has control of the building

and is cleaning up the site. He has long-term plans for the site. The City will not incur any demolition costs if the property owner moves forward.

Councilmember Kring noted a line issue with Spectrum, and the work that a subcontractor did for Spectrum (ruts in the backyard of a resident). Ms. Duran provided information on how easements work and the rights of the utility, and stated she will reach out to the property owner. She stated it is typical for the company to come back in the spring to correct the problem.

Ms. Duran provided an update on the Broadmoor Project, specifically delays with the traffic signal at Broadmoor and Johnson Drive. There was a manufacturer defect on one pole, but it is in route to Mission and will be installed as soon as possible based on the weather. One mast arm of another installed signal pole has an incorrect bolt pattern (from the manufacturer) and this will need to be corrected. This is causing a delay on the sidewalk completion. Pavement will be completed in the spring due to the weather.

Ms. Duran provided an update on the project at 50th and Dearborn stating that the fiber and gas lines were not located on the plans causing a delay. She stated they are discussing internally how to avoid this in the future.

Ms. Duran stated final plans for the Lamar project should be available in the next few weeks. She stated that the bike lanes (due to the Safe Routes to Schools grant) are being bid by KDOT. Mission will bid the whole project and put in temporary pavement markings while KDOT bids the bike lanes (2 sets of plans).

Ms. Duran stated we have all the necessary easements for the Rock Creek project with the exception of one resident that has not yet been able to meet with staff (she does not anticipate a problem with this) and there is one business that has not yet signed the easement documents. We are working with Mr. Heaven to resolve this issue with the business. She stated we hope to bid this project in January, construction beginning in March or April with construction complete by the end of the year. Councilmember Flora asked for an update on the bid alternates discussed at a previous committee meeting. Ms. Duran stated once we have the bids back, those items will be bid alternates to be decided on by Council with real dollars available. Councilmember Flora asked if one of the "hold outs" is a beneficiary of one of the bid alternates. Ms. Smith stated we can not redesign the project and may need to proceed to condemn an easement. This would come back to Council for approval.

Other

No other business was discussed.

Meeting Close

There being no further business to come before the Committee, the meeting of the Community Development Committee adjourned at 8:08 p.m.

Respectfully submitted,

Martha Sumrall
City Clerk

City of Mission	Item Number:	4.
ACTION ITEM SUMMARY	Date:	February 5, 2020
Administration	From:	Laura Smith

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

RE: City-wide Communication/Marketing/Branding/PR Services

RECOMMENDATION: Authorize a 12 month contract with crux. for City-wide marketing/branding/PR services in an amount not to exceed \$90,000.

DETAILS: For the last several months staff and Council have been discussing and evaluating marketing/branding/PR for the City. Current communication methods and platforms lacked consistency, cohesiveness and often timely implementation frequently leaving both staff, Council and residents desiring more.

At the January Community Development Committee meeting staff recommended the City enter into a 12 month “subscription” contract with crux. to provide city-wide communication, marketing, branding and PR services. While the Council seemed supportive of crux. there were a number of questions surrounding the expected outcomes for such a significant investment as well as what needs/services might be anticipated in future years. In order to give staff more time to address these questions and comments a final decision on the recommendation was deferred to the February committee meeting.

Throughout the process of soliciting quotes for communication/marketing/branding/PR services there were a number of objectives which were identified. Those included:

- Enhanced communication
- Opportunities to drive revenues at the Community Center, MFC and other parks and recreation programs
- Updated Parks & Recreation Activity guide
- Updated and more relevant communication materials (communication infrastructure)
- Better consistency of message
- Need for training and support as PR responsibilities are decentralized throughout the organization
- New logo/branding
- Updated website

As discussed at the January meeting, the recommendation to engage crux. was based not only on the quality of their creative/technical skill sets, but also the unique business model they offered to provide support in executing and implementing the strategies as

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

City of Mission	Item Number:	4.
ACTION ITEM SUMMARY	Date:	February 5, 2020
Administration	From:	Laura Smith

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

an extension of city staff. Hiring crux. provides the city with the ability to tap into a wide array of skills and resources available from the team. This access to multiple skill sets helps to ensure we receive not only the identified deliverables but also assistance with data collection support/advice, staff training and development, standardization of processes and procedures, 30-60-90 day action strategies (follow-up managed by the consultant team).

We are looking for a partner who will “tell us what we don’t know,” produce the product we need, and most importantly, provide the resources necessary to implement the agreed upon strategies. The annual subscription (\$90,000) would be billed in equal monthly installments and would provide 60 hours of dedicated staff time and resources from the crux. team each month. A listing of the comprehensive services offered by crux. is included in the packet.

Staff recognize that the financial commitment associated with this effort is not insignificant. The Council had previously allocated \$60,000 for these types of services in the Parks and Recreation budget, but the city-wide effort does require an additional \$30,000. Funds are available from excess fund balance in the General Fund generated by anticipated savings from the 2019 Budget.

Council also had questions about costs and or support past the initial year of the contract. The initial investment is certainly frontloaded and can be evaluated after 12 months to determine any adjustments going forward.

Staff will make a formal presentation on this item at the Committee meeting.

CFAA CONSIDERATIONS/IMPACTS: The marketing/branding project will meet a number of objectives outlined in the CFAA checklist including:

1-C) The City designs and builds its public buildings to meet the needs of residents of all ages. Examples include: easy-to-read signage and accessible elevators, ramps, railings and stairs, and non-slip floors.

4-B) The City has a comprehensive communication plan with marketing and outreach strategies and tools that include diverse public imagery, depicting all ages, cultures and

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

City of Mission	Item Number:	4.
ACTION ITEM SUMMARY	Date:	February 5, 2020
Administration	From:	Laura Smith

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

abilities.

5-F) The City and its partners develop an outreach plan to ensure residents of all ages are included in community and civic conversations.

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

City of Mission	Item Number:	5.
ACTION ITEM SUMMARY	Date:	February 5, 2020
PUBLIC WORKS	From:	Brent Morton

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

RE: Traffic Signal Maintenance Services

RECOMMENDATION: Renew the traffic signal maintenance contract with Total Electric Contractors Inc. at an annual cost of \$47,700.00.

DETAILS: The contract establishes a preventative maintenance program for seven City-owned traffic signals and two pedestrian beacons. The locations of the signals and beacons are identified below:

Signals

Shawnee Mission Parkway/Roeland Drive
 Shawnee Mission Parkway/Nall
 Martway/Broadmoor
 Johnson Drive/Broadmoor
 Johnson Drive/Lamar
 Johnson Drive/Woodson
 Johnson Drive/Nall

Pedestrian Beacons

Johnson Drive/Beverly
 Johnson Drive/Reeds

Work is performed on a monthly, quarterly, semi-annual, and annual basis with specific duties outlined in the contact documents. Reports are provided monthly to document all activities. The contract has an initial two-year term with two one-year renewal options.

On January 21, 2020, bids were received for these services. There were two responsive bidders, with Total Electric Contractors Inc. submitting the lowest and best bid. The results are included in the table below.

Bidder	Unit Price
Total Electric Contractors Inc.	\$11,925 quarterly \$47,700 annually
Black & McDonald	\$18,867.60 quarterly \$75,470.40 annually

This contract also provides pricing for supplemental services, which are outside the scope of the preventive maintenance services. These services are billed at set rates for labor and equipment. Materials are billed at direct material cost.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	01-20-201-12 Traffic Signals
Available Budget:	\$35,000

City of Mission	Item Number:	5.
ACTION ITEM SUMMARY	Date:	February 5, 2020
PUBLIC WORKS	From:	Brent Morton

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

Total Electric's bid price represents a 36% increase over the 2020 Budget for this line item. When questioned about the price increase Total Electric indicated that they "misquoted" the amount in the previous contract. The Public Works Department does estimate savings in their KCPL Traffic Signal Maintenance Account (01-20-201-10) of approximately \$50,000 that they are recommending be used to cover the shortfall.

Total Electric Contractors Inc. has been the City of Mission's traffic signal maintenance contractor for the past 30 years and does provide quality services.

CFAA CONSIDERATIONS/IMPACTS: This service provides assurance that all traffic singles and crosswalks are operating correctly for safe pedestrian travel throughout the city.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	01-20-201-12 Traffic Signals
Available Budget:	\$35,000



Request for Proposals

For

Traffic Signal Maintenance Services

Published: 12-19-2019

Proposals Due: 1-21-2020

December 19, 2019

To whom it may concern,

The City of Mission, Kansas is accepting proposals from qualified firms to maintain the City's traffic signals and pedestrian beacons. The selected firm will be responsible for ongoing preventative maintenance tasks for a flat annual fee, and will provide callout service for malfunctioning signals on a labor/ parts / equipment basis. The initial term of the agreement is two years, from March 1, 2020 to March 1, 2022, with two additional one-year options to renew.

The City maintains a limited number of traffic signals, as many of the City's signals are owned and maintained by Evergy. Signals operated by the City are of varying ages ranging over 30 years old, and use a variety of signal controller manufacturers and detection methods. The signals have not previously been the subject of a preventative maintenance program or a regular replacement schedule. While the City intends to replace and standardize traffic signal equipment over time, the selected firm must be capable of servicing a variety of traffic signal equipment.

Interested firms are specifically directed to the **Specifications** section of this document, which describes the City's annual maintenance program and performance expectations for the selected firm, as well as **Appendix A**, which lists the traffic signals within Mission that are the responsibility of the City.

Proposals are due no later than **Tuesday, January 21, 2020** to:

CITY OF MISSION, KANSAS
Attention: City Clerk
6090 Woodson Street,
Mission, KS 66202

Proposals must include a list of references, personnel qualifications and certifications, and a schedule of labor and equipment costs. Full instructions can be found in the **Instructions to Bidders** and the Bid Form. Please contact Brent Morton, Superintendent of Public Works, with any questions via e-mail at bmorton@missionks.org.

Sincerely,

Brent Morton
Superintendent of Public Works

CITY OF MISSION
CONTRACT DOCUMENTS
TRAFFIC SIGNAL MAINTENANCE SERVICES
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CITY OF MISSION, KANSAS

NOTICE TO BIDDERS

Bids for **TRAFFIC SIGNAL MAINTENANCE SERVICES** will be received by the City of Mission, Kansas, at the office of the City Clerk, City Hall, 6090 Woodson Street, Mission, Kansas 66202 until 2:00 p.m. local time on **TUESDAY, JANUARY 21, 2020**. Any bid received after the designated closing time will be returned unopened.

All bids shall be submitted in sealed envelopes addressed to the City Clerk of Mission, Kansas, and marked "**BID FOR TRAFFIC SIGNAL MAINTENANCE SERVICES.**" Contractors desiring the Bidding Documents for use in preparing bids may obtain a set of such documents from the City of Mission website or email: bmorton@missionks.org with **subject line reading "BID FOR TRAFFIC SIGNAL MAINTENANCE SERVICES."** Proposers should specifically note the City of Mission prefers questions be submitted by email.

The City shall not be responsible for the accuracy, completeness, or sufficiency of any documents obtained from any source other than the source indicated above. Obtaining copies of Bidding Documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source listed herein may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

Contractors should read and be fully familiar with all Bidding Documents before submitting a bid. In submitting a bid, the respondent warrants that it has read the Bid Documents and is fully familiar therewith and that it has visited the site of the work to fully inform itself as to all existing conditions and limitations and shall include in its bid a sum to cover the cost of all items of the work.

Should a respondent find "defects" as defined in paragraph GC-3 of the General Conditions, it shall follow the procedures outlined in paragraph GC-3 to bring same to the attention of City. Changes necessitated thereby shall be in the form of addenda issued by the City.

All respondent shall verify that they have considered all written addenda. The City shall not be responsible for oral instructions.

Any written addenda issued during the time allotted for responses shall be covered and included in the proposal. There will be no clarifications or exceptions allowed on the proposal. Proposals are for a total proposal package, total contract price.

Proposals shall be made upon the form provided in ink or typewritten. Numbers shall be stated both in writing and in figures; the signature shall be long hand; and the complete form shall be without alteration or erasure. On alternate items for which a proposal is not submitted, a written indication of "no bid" on the bid form is required.

No oral, telegraphic, facsimile or telephonic bids or alterations will be considered.

The City reserves the right to accept or reject any and all bids and to waive any technicalities or irregularities therein. Bids may be modified or withdrawn by written request of the bidder received in the office of the City Clerk, prior to the time and date for bid opening; provided, however, that no bidder may withdraw its bid for a period of thirty (30) days from the date set for the opening thereof. ALL BIDDERS AGREE THAT REJECTION SHALL CREATE NO LIABILITY ON THE PART OF THE CITY BECAUSE OF SUCH REJECTION. IT IS UNDERSTOOD BY ALL BIDDERS THAT AN UNSUCCESSFUL BIDDER HAS NO CAUSE OF ACTION AGAINST THE CITY FOR BID PREPARATION COSTS. THE FILING OF ANY BID IN RESPONSE TO THIS INVITATION SHALL CONSTITUTE AN AGREEMENT OF THE BIDDER TO THESE CONDITIONS.

Publish: *Legal Record*

Tuesday, December 24, 2019

INSTRUCTIONS TO BIDDERS

IB-1. BIDS: All bids shall be made on the forms provided in this bound volume of Bidding Documents and shall be in compliance with the Notice to Bidders. All appropriate blanks shall be filled in and shall be signed by the appropriate individual on behalf of him/herself or the entity submitting the bid. Each bid must be enclosed in a sealed envelope plainly marked "BID FOR TRAFFIC SIGNAL MAINTENANCE SERVICES." As per the Notice to Bidders, bid shall be addressed to:

CITY OF MISSION, KANSAS
Attention: City Clerk
6090 Woodson Street,
Mission, KS 66202

18-2. DEFINITIONS:

- a. All definitions set forth in the General Terms and Conditions or in other contract documents are applicable to the Bidding Documents.
- b. "Alternative Bid" (or "Alternate") means an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the work, as described in the Bidding Documents, is accepted.
- c. "Base Bid" means the sum stated in the Bid for which the Bidder offers to perform the work described in the Bidding Documents as the base, to which work may be added or from which work may be deleted for sums stated in Alternate Bids.
- d. "Bid" shall mean the offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed (and the City reserves the right to reject any and all bids).
- e. "Bidder" shall mean any individual, partnership, corporation, association or other entity submitting a Bid for the work.
- f. "Bidding Documents" shall mean all documents related to a Bidder's submitting a Bid, including, but not limited to, the advertisement for Bids, if applicable, Instructions to Bidders, the Bid form, other sample bidding and contract forms and the proposed contract documents, including any addenda issued prior to receipt of Bids. At the City's option, Bidders may be required to complete and submit a prequalification statement.
- g. "City" means the City of Mission, Kansas.
- h. "Contractor" shall mean the entity entering into the contract for the performance of the work covered by the contract, together with its duly authorized agents or legal representatives.
- i. "Successful Bidder" means the person or entity who is determined and declared by the City to have submitted the lowest and best responsible Bid in conformity with the terms of the Bidding Documents.

- j. "Unit Price" means an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents or in the proposed contract documents.

18-3. BIDDER'S REPRESENTATIONS: Each Bidder by making its Bid represents that:

- a. It has read and understands the Bidding Documents, and its Bid is made in accordance therewith.
- b. It has visited the site, has familiarized itself with the local conditions under which the work is to be performed, has reviewed all published reports, inspections and other documents relating to the project and has correlated its observations with the requirements of the proposed contract documents.
- c. Its Bid is based upon the materials, systems and equipment required by the Bidding Documents without exception.
- d. It has familiarized itself with state, federal law and local ordinances, regulations, and permitting requirements which may affect cost and/or progress or performance of the work.

18-4. BIDDING DOCUMENTS: Bidders may obtain complete sets of the Bidding Documents from the City as provided in the Notice to Bidders. The City shall not be responsible for the accuracy, completeness, or sufficiency of any Bidding Documents obtained from any source other than the source indicated in the Notice to Bidders. Obtaining copies of Bidding Documents from any other source(s) may result in obtaining incomplete and inaccurate information or result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

Bidders shall use complete sets of the Bidding Documents in preparing Bids; neither the City nor the consultant assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

The City in making copies of the Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the work and does not confer a license or grant for any other use.

18-5. DEFECTS IN BIDDING DOCUMENTS: Bidders shall promptly notify the City of any errors, omissions, discrepancies or inconsistencies (hereinafter "defects") which they may discover upon examination of the Bidding Documents or of the site and local conditions. Bidders will not be permitted to take advantage of any such defect.

Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the City and/or the Consultant at least seven days prior to the date for receipt of Bids.

Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

18-6. ADDENDA: Written addenda will be mailed or delivered to all who are known by the City to have received a complete set of Bidding Documents.

Copies of written addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

No written addenda will be issued later than four (4) days prior to the date for receipt of Bids except an addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

Each Bidder shall ascertain prior to submitting its Bid that it has received all written addenda issued, and it shall acknowledge its receipt in its Bid.

18-7. INSURANCE:

- a. General: The Contractor shall secure and maintain, throughout the duration of the agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on forms provided by the City or on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer or the Contractor at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

Bidders are referred to Article GC-18 of the General Terms and Conditions for additional insurance information.

- b. Notice of Claim Reduction of Policy Limits: The Contractor, upon receipt of notice of any claim in connection with the agreement, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

The Contractor shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the contract documents) if the Contractor's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Contractor shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

- c. Commercial General Liability: This insurance shall protect the contractor against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or its agents, employees or subcontractors

Limits-

General Aggregate	\$2,000,000/policy limit
Products Liability/Completed Operations	\$1,000,000/occurrence
	\$2,000,000/policy limit
Broad Form Contractual Liability	\$1,000,000/occurrence
	\$2,000,000/policy limit

Policy MUST include the following conditions:

1. NAME CITY OF MISSION AS "ADDITIONAL INSURED"

- d. Automobile Liability: Policy shall protect the Contractor against claims for bodily injury and/or property damage arising from the ownership or use of any owned, hired and/or non-owned vehicle.

Limits (Same as Commercial General Liability) -
Combined Single Limits, Bodily Injury and Property Damage - Each
Accident:
\$1,000,000/policy limit

Policy MUST include the following condition:

1. NAME CITY OF MISSION AS "ADDITIONAL INSURED"

- e. Umbrella Liability: The Umbrella / Excess Liability must be at least as broad as the underlying general liability and automobile liability policies.

Limits -
Each Occurrence \$1,000,000
General Aggregate \$1,000,000

- f. Workers' Compensation: This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

- g. Owner's Protective Liability: The Contractor shall take out, pay for and deliver to the City, an Owner's Protective Liability insurance policy written on an occurrence basis and naming the City as named insured. The policy shall be maintained during the life of the agreement. Limits of protection shall be at least \$1,000,000 Combined Single Limits, Bodily Injury and Property Damage, and shall contain no exclusion relative to any function performed by the City or its employees and agents in connection with the project.

- h. Industry Ratings: The City will only accept coverage from an insurance carrier who offers proof that it:

- 1. Is authorized to do business in the State of Kansas;
- 2. Carries a Best's policy holder rating of A- or better; and
- 3. Carries at least a Class VIII financial rating, Q!
- 4. Is a company mutually agreed upon by the City and Contractor

- i. Subcontractors' Insurance: If a part of the Contract is to be sublet, the Contractor shall either:

1. Cover all subcontractors in its insurance policies, QC
2. Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.

Whichever option is chosen, contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, arising out of the acts or omissions of its subcontractors.

IB-8. MODIFICATION OR WITHDRAWAL OF BIDS: Bids may be modified or withdrawn by written request of the Bidder received in the office of the City Clerk, prior to the time and date for Bid opening. No Bidder may withdraw its Bid for a period of thirty (30) days from the date set for the opening thereof.

IB-9. ACCEPTANCE AND REJECTION OF BIDS AND AWARD OF CONTRACT: The contract will be awarded to the lowest and best, responsible Bidder as determined by the City.

The City reserves the right to reject any and all Bids; to waive any and all irregularities and informalities; to negotiate contract terms with the Successful Bidder; and the right to disregard all nonconforming, non-responsive or conditional Bids.

In evaluating Bids, the City may consider the qualification of Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and Unit Prices if requested in the Bid forms. The City reserves the right to reject the Bid of any Bidder who does not pass the evaluation to the City's satisfaction.

IB-10. INDEMNIFICATION: The Contractor shall be required to indemnify and hold the City harmless as set forth in Article GC-16 of the General Conditions.

IB-11. BID PREFERENCE: Existing State law (K.S.A. 75-3740a) requires that, to the extent permitted by federal law and regulations, the City, when letting contracts for bids, must require any Successful Bidder-Contractor domiciled outside the state of Kansas to submit a Bid the same percent less than the lowest bid submitted by a responsible Kansas contractor as would be required of such Kansas domiciled contractor to succeed over the bidding Contractor domiciled outside Kansas on a like contract let in the foreign Bidder's domiciliary state. All Bids are received on this condition, and if it is determined by the City that the apparent lowest and best Bidder is a foreign domiciled contractor, such contractor shall be awarded the Contract only if such Contractor's Bid complies with this state law requirement.

All Bidders domiciled outside of the State of Kansas may be requested to furnish the City with a copy of their state's preferential bidding statutes, if any.

IB-12. NON-DISCRIMINATION, AFFIRMATIVE ACTION AND SEXUAL HARASSMENT: The Contractor shall comply with Article GC-27 of the General Conditions.

18-13. APPOINTMENT OF SERVICE AGENT: Kansas Statutes Annotated 16-113 requires that non-resident Contractors appoint an agent for the service of process in Kansas. The executed appointment must then be filed with the Secretary of State, Topeka, Kansas. Any Successful Bidder-Contractor domiciled outside the State of Kansas must comply

with these statutory requirements. Form ASA 51-15 for appointment of a service agent is enclosed as part of the Bidding Documents

IB-14. SUBCONTRACTING: As provided in Article GC-15, the Contractor may utilize the services of subcontractors on those parts of the work which, under normal contracting practices, are performed by subcontractors.

18-15. CONFLICT OF INTEREST: 31 USCS Section 1352 requires all subgrantees, Contractors, subcontractors and consultants who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements.

In addition, contract applicants, recipients and subrecipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the agreement period. Necessary forms are available from the Finance Director and should be returned to the City with other contract documents. It is the responsibility of the general Contractor to obtain executed forms from any subcontractors who fall within the provisions of the Code and to provide the City with the same.

BID

TRAFFIC SIGNAL MAINTENANCE SERVICES

TO: CITY OF MISSION,
JOHNSON COUNTY, KANSAS

The City shall not be responsible for the accuracy, completeness, or sufficiency of any bid documents obtained from any source other than the source indicated in the Notice to Bidders. Obtaining copies of plans, specifications, bid documents and other contract documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source listed in the Notice to Bidders may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

The undersigned bidder hereby proposes to mobilize and furnish all materials, supplies, transportation, tools, equipment and plant, perform all necessary labor and construct, install and complete all work stipulated in, required by, and in conformity with the proposed contract documents (including all documents referred to therein) and any and all addenda thereto, for and in consideration of prices as follows:

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST\$	COST\$
1	Traffic Signal Preventative Maintenance	Intersection	7	1575.00	11025.00
2	Pedestrian Beacon Preventative Maintenance	Crossing	2	450.00	900.00

TOTAL BID \$ 11925.00
Per Quarter

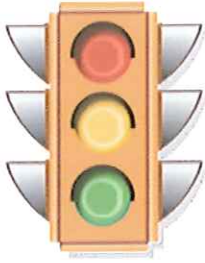
ATTACH THE FOLLOWING:

- Schedule of Labor and Equipment Rates for Supplemental Services.
- A list of personnel to be utilized in the contract who are currently certified in the maintenance, operation, and / or design of traffic signals by the International Municipal Signal Association (IMSA) or a similar organization.
- A list of no fewer than two (2) references for Municipal Traffic Signal Maintenance. The list shall include organization name, year work performed, contact name, phone number, and e-mail for each reference so listed.

FAILURE TO INCLUDE THESE MATERIALS CONSTITUTES
AN INCOMPLETE BID SUBJECT TO REJECTION.

Bidders Initials





Total Electric Contractors Inc.
PO Box 13247
Edwardsville, KS 66113
913-441-0192
913-441-1243 Fax #

Schedule of Labor and Equipment Hourly Rates for Supplemental Services:

		<u>Overtime Rate</u>	<u>Sunday/Holiday Rate</u>
Traffic Signal Tech	\$69.50	\$104.25	\$139.00
Electrician / Foreman	\$56.00	\$84.00	\$112.00
Laborer/ Groundman	\$39.00	\$58.50	\$78.00
Service Truck	\$42.00		
Bucket Truck	\$49.00		
Dump Truck	\$50.00		
RO Truck	\$70.00		
Mini Ex	\$50.00		
Digger Truck	\$65.00		
Air Compressor	\$20.00		
Arrow Board	\$15.75		
Locator	\$15.75		

Total Electric is on call 24 hours a day, 7 days a week

Total Electric Contractors Inc.
PO Box 13247
Edwardsville, KS 66113
913-441-0192

Organization's Construction Experience of Key Personnel

Jim Leonard- 33 years experience in the installation and maintenance of highway lighting, high mast towers, street lights and traffic signals. Owner/ President/Project Coordinator/ Master Electrician

Joe Leonard – 23 years experience in the installation and maintenance of highway lighting, high mast towers, street lights and traffic signals. IMSA Traffic Signal Field Electrician Level II, IMSA Roadway Lighting Technician Level II, IMSA Work Zone Safety Certification. Superintendent/ Vice President

Randy Howlett – 28 years experience in the maintenance of high mast towers, street lighting and overhead sign lighting, previously employed with the Kansas Turnpike Authority, Journeyman electrician. Field Foreman

Joshua Schneider- 6 years experience in the installation and maintenance of highway lighting, high mast towers, street lights and traffic signals. IMSA Traffic Signal Field Technician Level II, IMSA Roadway Lighting Technician Level II, IMSA Work Zone Safety Certification, Field Foreman

Total Electric Contractors Inc.
PO Box 13247
Edwardsville, KS 66113
913-441-0192

Work Experience/References:

Total Electric currently maintains traffic signals and/or street lights for the following municipalities:

Kansas Department of Transportation: 35 Years
Wyandotte County – Albert Horn 913-942-3040
Johnson County – Drake Jennings 913-764-0987

City of Bonner Springs, KS 30 Years
Matt Beets 913-667-1714

City of Edwardsville, KS 25 Years
Tammy Snyder 913-441-3707

City of Lansing, KS 15 Years
Jeff Focht 913-727-1700

City of Merriam, KS 25 Years
Jim McDonald 913-322-5570

City of Mission, KS 30 Years
Brent Morton 913-676-8375

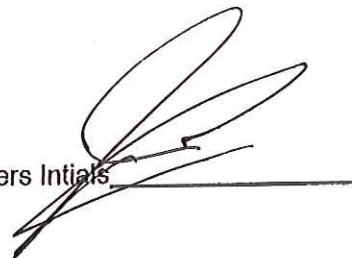
City of Shawnee, KS 5 Years
Duane Little 913-742-6985

1. The undersigned further agrees to begin work on March 1, 2020 and to provide Annual Maintenance and Supplemental Services for the Traffic Signals through February 28, 2022. The agreement and the Contractor's duty to continue work shall renew for two (2) additional one (1) year (March 1 – February 28) periods automatically unless Owner notifies the Contractor of its intent not to renew at least 30 days before the expiration of the current annual contract term.

The Contractor may elect to adjust the bid prices and rates listed on the Schedule of Supplemental Services on a percentage basis effective at the start of each renewal term (March 1 – February 28). The percentage of the adjustment shall not exceed the previous year's Consumer Price Index for All Urban Consumers for the Kansas City, Mo.-Kan., metropolitan area (Kansas City CPI-U) as published by the U.S. Bureau of Labor Statistics. The Contractor shall notify the City of the adjustment in writing prior to the start of the renewal term.

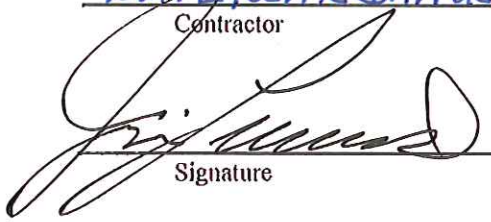
2. In submitting this bid, the undersigned declares that it is of lawful age and executed the accompanying bid on behalf of the bidder therein named, and that it had lawful authority so to do. The undersigned further declares that it has not directly or indirectly entered into any agreement, expressed or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or any bids, the limiting of the bid or bidders, the parceling or farming out to any bidder or bidders, or other persons, of any part of the contract or any part of the subject matter of the bid or bids or of the profits thereof.
3. The undersigned further declares that it has carefully examined the Notice to Bidders, Instructions to Bidders and other contract documents, and that it has inspected the actual location of the work, together with the local sources of supply, and has satisfied itself as to all conditions and quantities, and understands that in signing this Bid it waives all right to plead any misunderstanding regarding the same.
4. The undersigned hereby agrees to furnish the required bonds and insurance certificates and execute an agreement within ten (10) calendar days from and after notice of the award of the contract, and failure of the bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest, including, but not limited to, enforcement of its rights as to bid security.
5. It is understood that the City will pay in a prompt and timely manner pay estimates when submitted and approved by the City staff coordinator for the project, all as provided in the contract documents.
6. Undersigned acknowledges receipt of the Plans and Specifications for the project including the addenda issued (please list) Addendum No. 1 1/15/20

Bidders Initials



Dated in Edwardsville,
Kansas This 20th day of January, 2020

Total Electric Contractors Inc.
Contractor


Signature

(SEAL)

Jim Leonard
Printed Name

President
Title

P.O. Box 13247
Street Address or PO Box

Edwardsville, KS 66113
City, State, Zip

913 441 0192
Telephone Number

913 441 1243
Fax Number

CITY OF MISSION, KANSAS

AGREEMENT BETWEEN
CITY OF MISSION, KANSAS
AND CONTRACTOR

TRAFFIC SIGNAL MAINTENANCE SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____,
20___, by and between the City of Mission, Kansas, hereafter the "City" and _____

_____ hereinafter the "Contractor".

WITNESSETH:

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General Conditions, Project Special Provisions, Plans, Specifications and other Contract Documents, as defined in the General Conditions, for the work herein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the Bids submitted, and as a result of this canvass has, in accordance with the law, determined and declared the Contractor to be the best responsible bidder for the construction of the public improvements, and has duly awarded to the Contractor a contract therefor upon the terms and conditions set forth in this Agreement and for the sum or sums named in the Bid attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors, and the Contractor for itself, himself/herself or themselves, its, his/her or their successors and assigns, or its, his/her or their executors and administrators, as follows:

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work as designated, described and required by the Contract Documents, to wit: **TRAFFIC SIGNAL MAINTENANCE SERVICES** all in accordance with the Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General Conditions, Project Special Provisions, Plans, Specifications and other Contract Documents as defined in paragraph GC-1 of the General Conditions of the Contract for Construction, on file with the City Clerk of Mission, Kansas, all of which Contract Documents form the Contract, and are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Kansas and the United States of America. All

terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

Article II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of _____

_____ DOLLARS (\$) (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE 111. The Contractor shall commence work on March 1, 2020 and provide Traffic Signal Maintenance Services for the City through February 28, 2022. The agreement and the Contractor's duty to continue work shall renew for two (2) additional one (1) year (March 1 – February 28) periods automatically unless Owner notifies the Contractor of its intent not to renew at least 30 days before the expiration of the current annual contract term. The Contractor may elect to adjust the bid prices and rates listed on the Schedule of Supplemental Services on a percentage basis effective at the start of each renewal term (March 1 – February 28). The percentage of the adjustment shall not exceed the previous year's Consumer Price Index for All Urban Consumers for the Kansas City, Mo.-Kan., metropolitan area (Kansas City CPI-U) as published by the U.S. Bureau of Labor Statistics. The Contractor shall notify the City of the adjustment in writing prior to the start of the renewal term.

ARTICLE IV. The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent of the City. In case such consent is given, the Contractor shall be permitted to subcontract a portion thereof, but shall self-perform not less than forty percent (40%) of the total Contract Price based upon the unit prices within the Bid submitted to the City by the Contractor. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and Bonds applicable thereto.

ARTICLE V. Contractor specifically acknowledges and confirms that: (1) it has visited the site, made all inspections it deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in the other Contract Documents and knowingly accepts same; (2) it has furnished copies of all Contract Documents to its insurance carrier(s) and its surety(ies); and (3) its insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.

ARTICLE VI. It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

ARTICLE VII. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except as provided herein or in the other Contract Documents.

ARTICLE VIII. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas.

ARTICLE IX. Should any provision of this Agreement or the other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

IN WITNESS WHEREOF, the City of Mission, Kansas, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed three (3) counterparts of this Contract in the prescribed form and manner, the day and year first above written.

CITY OF MISSION, KANSAS

ATTEST:

By _____

Ronald E. Appletoft
Mayor

Martha Sumrall
City Clerk

APPROVED AS TO FORM:

Dave Martin
City Attorney

Contractor

By _____

Title _____

(SEAL)

(If the Contract is not executed by the president of the corporation or general partner of the partnership, please provide documentation which authorizes the signatory to bind the corporation or partnership. If a corporation, Contractor shall furnish City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)



KANSAS SECRETARY OF STATE
Appointment of Service Agent
Instructions

The following form must be complete and accompanied by the correct filing fee or the document will not be accepted for filing.

Kansas Office of the Secretary of State:

Memorial Hall, 1st Floor (785) 296-4564
 120 S.W. 10th Avenue kssos@sos.ks.gov
 Topeka, KS 66612-1594 www.sos.ks.gov

<input type="checkbox"/> Filing fee	Please submit this form, properly notarized, with the \$35 filing fee.
<input type="checkbox"/> Payment	Please enclose a check or money order payable to the Secretary of State. Forms received without the appropriate fee will not be accepted for filing. Please do not send cash. NOTICE: There is a \$25 service fee for all checks returned by your financial institution. Also, to expedite processing, please do not use staples on your documents or to attach checks.
<input type="checkbox"/> Expiration	This appointment expires three years from date of filing.
<input type="checkbox"/> Foreign entities	Nonresident contractors under K.S.A. 16-113 who are foreign corporations, foreign limited partnerships, or foreign limited liability companies qualified to do business and in good standing in Kansas are not required to file this form.



KANSAS SECRETARY OF STATE
Appointment of Service Agent

This form must be complete and accompanied by the correct filling fee or the document will not be accepted for filing.

THIS SPACE FOR OFFICE USE ONLY.

1. Individual/entity name

2. Appointing authority's mailing address
Must be a street, rural route, or highway in Kansas. A P.O. box is unacceptable.

Address			
City	State	Zip	Country

3. State of formation
Complete if appointing authority is an entity.

4. Name of service agent
Must be a Kansas resident.

5. Service agent address
Must be a street, rural route, or highway in Kansas. A P.O. box is unacceptable.

Address			
City	State KS	Zip	Country

6. The following section must be completed in the presence of a notary public.

Signature of Individual Authorized by Appointing Agent in Question 1 X	Month	Day	Year
Name of Signer (printed or typed)	Phone Number		
Acknowledged before me by	Day	Month	Year
on this	of		
Signature of Notary X	Month	Day	Year
My appointment or commission expires			

State

County

AFFIX NOTARY'S SEAL HERE.

Please review to ensure completion.

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FOR TRAFFIC SIGNAL MAINTENANCE SERVICES

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GENERAL TERMS AND CONDITIONS OF THE CONTRACT
FOR TRAFFIC SIGNAL MAINTENANCE SERVICES

GC-1 CONTRACT DOCUMENTS/CONTRACT FOR CONSTRUCTION

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the Contract Documents is to include all labor, materials, tools, equipment and transportation necessary for the completion of the Work in accordance with the Contract Documents.

The Contract Documents shall consist of (but not necessarily be limited to) the Agreement between the City and Contractor (sometimes referred to herein as the "Agreement"), these General Terms and Conditions, the Scope of Work and all addenda issued prior to and all modifications issued after execution of the Contract (modifications consisting of written amendments to the Contract signed by both parties) necessary to make clear the intent of the Contract Documents (and, in particular, the Scope of Work), and the Bidding Documents. It is understood that the Work shall be carried out fully in accordance with the Contract Documents.

If there is any conflict or discrepancy between the Agreement between the City and Contractor and these General Conditions or between the Agreement between City and Contractor and any other of the Contract Documents, the Agreement between City and Contractor shall prevail. If there is any discrepancy between the General Conditions and any other Contract Documents other than the Agreement between City and Contractor, the General Conditions shall prevail, unless such discrepancy is between the General Terms and Conditions and the Scope of Work, in which case the Scope of Work shall prevail. The Contract Documents supersede all previous agreements and understandings between the parties, which previous agreements and understandings are of no further force and effect.

The Contract Documents as enumerated herein form the Contract for The Work. The Contract may not be amended or modified except by a modification as hereinabove defined. These Contract Documents do not, nor shall they be construed to, create any contractual relationship of any kind between the City and any Subcontractor or remote tier Subcontractor.

GC-2 DEFINITIONS

Whenever any word or expression defined herein, or pronoun used in its stead, occurs in these Contract Documents, it shall have and is mutually understood to have the meaning herein given. Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

1. "Bid" shall mean the offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed (and the City reserves the right to reject any and all bids).

2. "Bidder" shall mean any individual, partnership, corporation, association or other entity submitting a Bid for the Work.

3. "Bidding Documents" shall mean all documents related to a Bidder's submitting a Bid, including, but not limited to, the Notice to Bidders, if applicable, Instructions to Bidders, the Bid Form, other sample bidding and contract forms and the proposed Contract Documents,

Including any addenda issued prior to receipt of Bids. At the City's option, Bidders may be required to complete and submit a prequalification statement.

4. "City" shall mean the City of Mission, Kansas.
5. "Contract" and "Contract Documents" shall have the meaning ascribed to them in Article GC-1, such terms sometimes being used interchangeably.
6. "Contract Price" shall be the amount identified in the Agreement between City and Contractor as the total amount due Contractor for total completion of the Work as per the Contract Documents. Where the Contract provides that all or a part of the Work is to be Unit Price Work the Contract Price shall initially be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work multiplied by the estimated quantity of each item required for the Work. Each unit price shall be deemed to include Contractor's overhead and profit for each separately identified item.
7. "Contractor" shall mean the entity entering into the Contract for the performance of the Work covered by this Contract, together with its duly authorized agents or legal representatives. (For purposes of indemnification, see GC-16 for definition of "Contractor".)
8. "Defective Work" shall mean Work which is unsatisfactory, faulty or deficient, or not in conformity with the Contract Documents.
9. "Effective Date of the Agreement" shall mean the date indicated in the Agreement on which it becomes effective, but, if no such date is indicated, it shall mean the date on which the Agreement is signed and delivered by the City to the Contractor. For this purpose, delivery shall be accomplished by either hand-delivery to the Contractor or placing a copy in the mail, first class, postage prepaid.
10. "Final Acceptance" shall mean the date when the City accepts the Work as completed in accordance with the Contract Documents and the completed work can be utilized for the purposes for which it is intended and the Contractor is entitled to final payment.
11. "General Requirements" shall mean those provisions of the Scope of Work which apply to the entire Work.
12. "Notice of Award" shall mean the written notice by the City to the apparent successful Bidder stating that upon compliance with the conditions precedent enumerated therein, within the time specified, the City will sign and deliver the Agreement.
13. "Notice to Proceed" shall mean the written notice by the City to the Contractor fixing the date on which the Contract Time is to commence and on which the Contractor shall start to perform its obligations under the Contract Documents. Without the prior express written consent of the City, Contractor shall do no Work until the date set forth in the Notice to Proceed.
14. "Scope of Work" shall mean those portions of the Contract Documents consisting of a written description of the Work to be completed including, but not limited to, methodology, process, performance specification, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
15. "Unit Price Work" shall mean Work to be paid for on the basis of unit prices (quantity variations).

16. "The Work" shall mean the work to be done necessary to complete the task required of the Contractor by the Contract Documents, and includes all labor, materials, tools, equipment and transportation necessary to complete such tasks in accordance with the Contract Documents.

17. Whenever in these Contract Documents the words "as ordered," "as directed," "as required," "as permitted," "as allowed," or words or phrases of like import are used, it is understood that the order, direction, requirement, permission or allowance of the City.

18. Whenever any statement is made in the Contract Documents containing the expression "it is understood and agreed," or an expression of like import, such expression means the mutual understanding and agreement of the parties hereto.

19. The words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect in import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the City and/or the Consulting Engineer.

GC-3 DEFECTS IN CONTRACT DOCUMENTS

If Contractor has reasonable cause such that it should, in the exercise of ordinary care of someone in its position, know that any errors, omissions, discrepancies or inconsistencies (hereinafter "defects") appear in the Contract Documents, including, but not limited to, the Plans, Specifications and other documents or the Work, Contractor shall, notify the City in writing of such defects. Contractor shall remedy any such defects whether or not disclosed to the Consulting Engineer without any increase in the cost of the Work. The Contract Documents shall be appended to all contracts between the Contractor and any Subcontractor or any more remote tier Subcontractor, and such Subcontractors and remote tier Subcontractors shall, likewise, notify the Contractor in writing of any defects therein, and it shall be the obligation of the Contractor to remedy same as if Contractor had discovered such defects itself. The Contractor will not be permitted to take advantage of any such defect.

GC-4 BID

The Contractor acknowledges and agrees that the unit prices and/or lump sum prices shown in the Bid contemplate the completion of the Work in conformance with the Scope of Work. Any item or items required for completion of the Work for which a specific unit price and/or lump sum price is not provided shall be included in the price for the closest applicable items.

GC-5 COPIES OF THE CONTRACT

Unless otherwise provided in the Contract Documents, City will furnish to Contractor two complete sets of the executed Contract Documents.

Contract Documents are the property of the City, and none of the Contract Documents are to be used on other work by Contractor. At City's request, all Contract Documents shall be returned to the City with the exception of one record set for Contractor. All models and calculations are the property of City.

GC-6 PERMITS AND NOTICES

(a) All permits and licenses shall be secured and paid for by Contractor, unless otherwise specified.

(b) Contractor shall give all notices required by and all Work shall be done in accordance with all applicable federal and state laws, City and County laws and ordinances, building codes and rules and regulations bearing on the conduct of the Work.

(c) Contractor shall notify all affected utilities of the Work and coordinate with the utilities to avoid interruption of utility service and damage to utility lines and property. This notice requirement shall also apply as to the owner/operator of any affected Underground Facility.

GC-7 GENERAL ADMINISTRATION OF THE CONTRACT

(a) Unless otherwise stipulated, Contractor shall provide and initially pay for all Work (including labor, transportation, tools, equipment, machinery, plant and appliances) necessary in producing the results called for by the Contract Documents.

(c) The Contractor shall be solely responsible for and have complete control and charge of means, methods, techniques, sequences and procedures, and for safety precautions and programs in connection with the Work. The City shall not be responsible for nor have control or charge over the acts or omissions of the Contractor or any of their agents or employees, or any other persons performing any of the Work.

(f) Any plan or method of Work suggested by the City to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the City will assume no responsibility therefor.

GC-8 CONTRACTOR'S EMPLOYEES

(a) Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the Work assigned to him.

(b) Contractor shall be responsible for compliance with all state and federal laws, if applicable, pertaining to wages, hours and benefits for workers employed to carry out the Work.

GC-9 PROTECTION AND MAINTENANCE OF PUBLIC AND PRIVATE PROPERTY: LIABILITY

(a) Contractor shall be solely liable for all damages to the City or the property of the City, to other contractors or other employees of the City, to neighboring premises, or to any private or personal property, due to improper, illegal or negligent conduct of the Contractor employees or agents in and about said Work, or in the execution of the Work. The Contractor shall be liable to the City for any damages, whether property damage or personal injury, occasioned by Contractor's use of any scaffolding, shoring, apparatus, ways, works, machinery, plant or any other process or thing that is required for the Work.

(b) Without in any manner limiting Contractor's responsibilities as provided elsewhere in the Contract Documents, the Contractor shall maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards, and assume full responsibility, for the protection of all public and private property and life.

(c) Barriers shall be kept placed at all times to protect other than those engaged on or about the Work from accident and the Contractor shall be held responsible for all accidents to persons or property resulting from the acts of Contractor or its employees. Contractor shall give reasonable notice to any affected owner or owners when any property is liable to injury or damage through the performance of the Work and shall make all necessary arrangements with such owner or owners relative to the removal and replacement or protection of such property and/or utilities.

(d) All barricades and obstructions shall be illuminated by means of amber lights at night and all lights used for this purpose shall be at Contractor's expense and shall be kept burning from sunset to sunrise. Materials stored upon or alongside public streets and highways shall be so placed, and the Work at all times shall be so conducted, as to cause the minimum obstruction and inconvenience to the traveling public.

(e) All barricades, signs, lights and other protective devices in public rights-of-way shall be installed and maintained in conformity with applicable statutory requirements and as required by the Manual on Uniform Control Devices, as amended, or any other applicable statutes or ordinances.

GC-10 NOISE CONTROL

Contractor shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the Work.

GC-11 DUST CONTROL

Adequate precaution shall be taken to insure that excessive dust does not become airborne during Work. The Contractor shall comply with any local, state, or federal regulations which apply to this matter in the geographical area of the Work. No separate payment will be made for performing dust control or for applying water for this purpose.

GC-12 INSPECTION OF WORK

(a) City shall at all times have access to the Work for the observation and inspection thereof wherever it is in preparation or progress. The Contractor shall furnish all reasonable aid and assistance required for any such inspection.

(d) The City shall be free at all times to perform its duties, including the observation and inspection of the Work, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees shall be sufficient reason, if the City so desires, to terminate the Contract.

(g) Any inspection, by whosoever conducted, shall not relieve the Contractor from any obligation to perform the Work strictly in accordance with the Specifications, and any of the Work not so completed shall be made good by the Contractor at its own expense.

GC-13 INDEPENDENT CONTRACTOR

The right of general supervision of the City and/or the Consulting Engineer shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons, firms and corporations arising from the Contractor's execution of the Work shall not be lessened because of such general supervision, but as to all such persons, firms and corporations, and the damages, if any, to them or their property, the Contractor herein is an independent contractor in respect to the Work.

GC-14 SEPARATE CONTRACTS

(a) City reserves the right to perform by itself or let other contracts in connection with the Work. Contractor shall afford reasonable opportunity for the introduction and storage of materials and the execution of Work by City or others and shall properly connect and coordinate its Work with the Work of City or others.

(b) If any part of Contractor's Work depends upon the Work of the City or others, Contractor shall inspect and promptly report to City any defects in any such Work that render it unsuitable for proper execution or results. Its failure to so inspect and report shall constitute an acceptance by it of such other Work as fit and proper for the reception of its Work.

GC-15 ASSIGNMENT AND SUBLETTING OF CONTRACT

In case the Contractor assigns all, or any part, of the monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due the Contractor shall be subject to all prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract and that no money shall be paid assignee on behalf of the Contractor by the City until such time as the Contractor has discharged its obligations to the City under the Contract. It is expressly understood and agreed that no assignment shall be effective as against the City unless it complies with the foregoing.

The Contractor shall not award subcontracts which total more than sixty percent (60%) of the total Contract Price based upon the unit prices within the Bid submitted to the City by the Contractor and shall self-perform not less than forty percent (40%) of the total Contract Price based upon the unit prices within the Bid submitted to the City by the Contractor. Should any Subcontractor fail to perform in a satisfactory manner, the Work undertaken by such Subcontractor shall be immediately terminated by the Contractor. The Contractor shall be as fully responsible to the City for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Approval by the City of any Subcontractor shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in compliance with the requirements of the Contract Documents. The Contractor shall not make any substitution for any Subcontractor accepted by the City unless the City so agrees in writing.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of the Subcontractor and to give the Contractor the same power to terminate any subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.

Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the City, nor shall anything contained in the Contract

Documents create any obligation on the part of the City to pay to or to see to the payment of any sums due any Subcontractor.

Prior to the City's approval of the Contract Bid, the successful Bidder shall submit to the City Engineer or the City's designated representative for City acceptance a list of the names of all Subcontractors proposed for portions of the Work and shall designate which Work each is to perform.

The City's designated representative shall, prior to City's approval of the Contract Bid, notify the successful Bidder, in writing, if the City, after due investigation, has reasonable objection to any Subcontractor on such list, and the Contractor shall substitute a Subcontractor acceptable to the City at no additional cost to the City or shall be allowed to withdraw its Bid, and the City shall either rebid the Project or accept the next best lowest and responsible Bidder. The failure of the City to make objection to a Subcontractor shall constitute an acceptance of such Subcontractor but shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in conformance with the requirements of the Contract Documents.

The Contractor shall not make any substitution for any Subcontractor who has been accepted by the City unless the City Engineer or the City's designated representative determines that there is a good cause for doing so. The City's disapproval of any Subcontractor shall not, under any circumstance, be the basis for an increase in the Contract Price or a claim for delay damages.

GC-16 INDEMNITY

(a) Definitions

For purposes of indemnification requirements as set forth throughout the Contract, the following terms shall have the meanings set forth below:

- (1) "The Contractor" means and includes Contractor, all of its affiliates and subsidiaries, its Subcontractors and materialmen and their respective servants, agents and employees; and
- (2) "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the Work required hereunder.

(b) The Indemnity

For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss where Loss is caused or incurred or alleged to

be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractor, its employees, agents, Subcontractors and suppliers.

It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.

(c) General Limitation

Nothing in this Article shall be deemed to impose liability on the Contractor to indemnify the City for Loss when the City's negligence or other actionable fault is the sole cause of Loss.

(d) Waiver of Statutory Defenses

With respect to the City's rights as set forth herein, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purposes of this Article.

GC-17 DISPUTE RESOLUTION

City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed; and provided further that no dispute will be submitted to arbitration without the City's express written consent.

In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days of first becoming aware of the cause of the dispute. No dispute resolution shall be a condition precedent to any legal action.

GC-18 INSURANCE

The Contractor shall secure and maintain through the duration of this Contract insurance (on an occurrence basis unless otherwise agreed to) of such types and in such amounts (but not less than the amounts set forth in Section 18-7 of the Instructions to Bidders) as may be necessary to protect the Contractor and the City and agents of the City against all hazards or risks of Loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the City, but regardless of such approval it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation, including, but not limited to, the indemnification obligation.

Satisfactory certificates of insurance shall be filed with the City prior to Contractor's starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy covered thereby is changed or cancelled. Failure by the Contractor to furnish the required insurance within the time specified

in the Notice of Award of the Contract by the City may, at the City's option, be the basis for the City's exercising its right to terminate the Contract pursuant to Article GC-19.

(a) Commercial General Liability - This insurance shall protect the Contractor against all claims arising from the injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or its agents, employees or Subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the Contractor under Article GC-16.

The liability limits shall be as stated in the Instructions to Bidders or in the Project Special Provisions.

(b) Automobile Liability - This insurance shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired.

The liability limits shall be as stated in the Instructions to Bidders or in the Project Special Provisions.

(c) Worker's Compensation and Employer's Liability - This insurance shall protect the Contractor against all claims under applicable state worker's compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.

The liability limits shall be as stated in the Instructions to Bidders or in the Project Special Provisions.

GC-19 RIGHT OF CITY TO TERMINATE CONTRACT

City reserves the right, in its sole discretion and for its convenience and without cause or default on the part of Contractor, to terminate the Contract by providing written notice of such termination to Contractor. Upon receipt of such notice from City, Contractor shall: (1) immediately cease all Work; or (2) meet with City and, subject to City's approval, determine what Work shall be required of Contractor in order to bring the Project to a reasonable termination in accordance with the request of City. If City shall terminate for its convenience as herein provided, City shall: (1) compensate Contractor for actual cost of Work completed to date of termination.

Any termination of the Contract for alleged default by Contractor that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.

GC-20 CITY'S RIGHT TO DO WORK

Without otherwise limiting City's rights under the Contract Documents, if Contractor should neglect to prosecute the Work properly or fail to perform any provision of the Contract Documents, City, after three (3) days' written notice to Contractor may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due Contractor.

GC-21 PAYMENTS

(b) Payment will be made to Contractor monthly from funds available within thirty (30) days of the City's receipt of a proper invoice from the Contractor for work completed.

(i) The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor other than written claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Contract and for every act and neglect of the City and others relating to or arising out of this Contract. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents, the Bonds, or insurance coverage's.

GC-22 PAYMENTS WITHHELD

City may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any request for payment to the extent necessary to protect City from loss on account of:

- (a) Incomplete Work or Defective Work not remedied;
- (c) Damage to City; or
- (d) A breach of this Contract.

GC-23 ALLOWANCES

Contractor agrees that the Contract Price includes all allowances required by the Contract Documents. Contractor declares that the Contract Price includes all other sums for expenses and overhead and fee on account of allowances as it deems proper. No demand for expenses or overhead and fee other than those included in the Contract Price shall be allowed.

GC-24 COMPLIANCE WITH LAWS

The Contractor shall be fully familiar with all City, county, state and federal laws, ordinances or regulations which would in any way control the actions or operations of those engaged in the Work under this Contract or which would affect the materials supplied to or by them. It shall at all times observe and comply with all ordinances, laws and regulations and shall protect and indemnify and defend the City and the City's officers and agents against any claims or liability arising from or based on any violation of same.

GC-25 SAFETY RULES

(a) Contractor shall be responsible for enforcing safety rules to ensure protection of the employees and property of City, to assure uninterrupted production and to assure safe working conditions for Contractor and Subcontractors and their employees and to assure the safety of the general public. In addition to any other rights the City might exercise, Contractor and/or any Subcontractor failing to follow safety rules shall be subject to eviction from the job site and may be refused reentry.

(b) Contractor is expected to establish and enforce a comprehensive safety program for the protection of its personnel, its Subcontractors' personnel, City's employees and all other

persons exposed to hazards resulting from Contractor's operations. Items to be included, but not necessarily be limited to, are:

- (1) Personal protective equipment;
- (2) First aid - personnel and facilities;
- (3) Arrangements for medical attention;
- (4) Sanitary facilities;
- (5) Fire protection;
- (6) Signs, signals and barricades;
- (7) Security regulations;
- (8) Safety inspections;
- (9) Designation of persons responsible for the program;
- (10) Reporting forms and procedures;
- (11) Material handling and storage;
- (12) Lines of communication;
- (13) Determination of potential hazards;
- (14) Personnel safety meetings and education;
- (15) Access to work areas;
- (16) Subcontractors involvement in the program;
- (17) Inspections and corrective action.

Contractor is fully responsible for the safety program and any and all methods and procedures provided for therein whether or not City or Consulting Engineer shall have reviewed and/or accepted such program.

GC-26 WEEKENDS, HOLIDAY AND NIGHT WORK

No Work shall be done between the hours of 6:00 p.m. and 7:00 a.m., nor on weekends or City holidays, without the written approval or permission of the City forty-eight (48) hours in advance in each case, except such Work as may be necessary for the proper care, maintenance and protection of Work already done or of equipment, or in the case of an emergency.

Night Work may be established by the Contractor, as a regular procedure, with the written permission of the City; such permission, however, may be revoked at any time by the City.

GC-27 NON-DISCRIMINATION/OTHER LAWS

(a) The Contractor agrees that:

- (1) The Contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
- (2) In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");
- (3) If the Contractor fails to comply with the manner in which the Contractor reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have

breached the present Contract and it may be cancelled, terminated or suspended, in whole or in part, by the City;

- (4) If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the City; and
- (5) The Contractor shall include the provisions of Subsections (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such Subcontractor or vendor.

The provisions of this Article shall not apply to a contract entered into by a Contractor:

- (A) Who employs fewer than four employees during the term of such contract; or
 - (8) Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.
- (b) The Contractor further agrees that the Contractor shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

GC-28 FEDERAL LOBBYING ACTIVITIES

31 USES Section 1352 requires all subgrantees, contractors, subcontractors and consultants who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements.

In addition, contract applicants, recipients and subrecipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the Contract period.

Necessary forms are available from the City Engineer and must be returned to the City with other Contract Documents. It is the responsibility of the general Contractor to obtain executed forms from any Subcontractors who fall within the provisions of the Code and to provide the City with the same.

GC-29 RECORDS

Contractor shall maintain copies of records pertaining to the construction of this Project for a period of five (5) years from the date of final payment. Such records shall be made available to the City for audit and review purposes upon written request therefor from City or its authorized agent(s) during the construction period and the five (5) year period following final payment.

GC-30 TITLES, SUBHEADS AND CAPITALIZATION

Titles and subheadings as used herein and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents. Some terms are capitalized throughout the Contract Documents, but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

GC-31 NO WAIVER OF RIGHTS

No waiver of any breach of this Contract shall be construed to be a waiver of any other or subsequent breach.

GC-32 SEVERABILITY

The parties agree that should any provision of the Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason such provision(s) shall be null and void but that the remaining provisions of the Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

GC-33 GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Kansas.

GC-34 VENUE

Venue of any litigation arising in connection with this Agreement shall be the State courts of Johnson County, Kansas.

CITY OF MISSION

TRAFFIC SIGNAL MAINTENANCE SERVICES

SPECIFICATIONS AND SCOPE OF WORK

SC-1. STANDARD SPECIFICATIONS

The work shall conform to these Specifications and to the "Standard Specifications" where reference is made herein. Where reference is made in the Specifications and Contract Documents to "Standard Specifications," it shall mean that the reference is made to the current edition of the Standard Specifications for State Road and Bridge Construction, Kansas Department of Transportation, current edition of City of Overland Park Traffic Signal Specifications, current edition of the Manual On Uniform Traffic Control Devices, and The City of Overland Park Traffic Control Handbook for Street Maintenance and Construction Operations with such revisions, amendments, and supplements as are contained herein.

SC-2. TRAFFIC SIGNAL/ PEDESTRIAN BEACON - PREVENTATIVE MAINTENANCE

The Contractor shall perform the following tasks at the interval specified for each program of preventative maintenance. The flat rate fee per intersection agreed to on the bid shall be full compensation for furnishing all materials, labor, equipment, tools, supplies and incidental related items necessary to complete all programs of preventative maintenance. The Contractor shall submit to the City an accurate record of the work completed at monthly intervals, and shall be paid the balance of the flat rate fee agreed to on the bid in four (4) quarterly installments per annum.

A. MONTHLY PREVENTATIVE MAINTENANCE PROGRAM. The contractor shall perform the following upon each signal on a regular basis each calendar month:

1. Signal Controller
 - a. Visually inspect for proper operation
 - b. Verify controller display proper operation
 - c. Verify proper timing and coordination
 - d. Verify all phases on recall
2. Detectors and Loops
 - a. Visually inspect for exposed wires, crack, and/or pot holes
 - b. Check and tune detector amplifiers
3. Signal & Pedestrian Heads
 - a. Visually inspect all vehicular and pedestrian signals for proper operation and replace outages
 - b. Check overall intersection operation
 - c. Check that all pedestrian signals are in good condition and aimed properly
 - cl. Check all audible and tactile pedestrian signal are in good condition and properly positioned (where applicable)
4. Pedestrian Push Buttons
 - a. Visually inspect and note condition
 - b. Actuate each button for proper operation
5. Radio Communication (where applicable)
 - a. Check operation - is timing clock correct
 - b. Visually inspect cables, antenna, and other hardware
6. Pre-Emption (where applicable)
 - a. Actuate pre-empt to check operation

- b. Visually inspect cables, antenna, and other hardware
- 7. Battery Backup Systems
 - a. Test battery charge
- 8. Miscellaneous
 - a. Check PG&E meter seal
 - b. Visually inspect pull box lids
 - c. Visually inspect mast arms, signal housings, and other signal hardware
- 9. Night Inspections
 - a. Visually inspect traffic signal heads
 - b. Visually inspect pedestrian signal heads
 - c. Visually inspect beacons
 - cl. Visually inspect luminaires

B. QUARTERLY PREVENTATIVE MAINTENANCE PROGRAM. The contractor shall perform the following upon each signal on a regular basis every three (3) calendar months:

- 1. Controller Cabinet
 - a. Check ground fault receptacle
 - b. Visually inspect general appearance
 - c. Check door gasket condition
 - d. Check door lock operation
 - e. Operate and inspect ventilation fan and cabinet light
 - f. Inspect for pests
- 2. Miscellaneous
 - a. Verify all hand hole covers are present and secure
 - b. Visually inspect pull boxes
 - c. Check condition of splices
 - d. Verify clear of debris

C. SEMI-ANNUAL PREVENTATIVE MAINTENANCE PROGRAM. The contractor shall perform the following upon each signal on a regular basis every six (6) calendar months:

- 1. Controller Cabinet
 - a. Visually inspect ventilation filter
 - b. Check wire schematics and records are in the cabinet
 - c. Record voltage level at service entrance in cabinet
 - cl. Vacuum and clean controller cabinet and contents
 - e. Inspect terminal blocks
- 2. Road/ Loop Condition
 - a. Check loop sealant
- 3. Signal Heads
 - a. Check wear and function on electromechanical controllers
- 4. Miscellaneous
 - a. Check condition of paint on frameworks, heads, cabinet, poles, and other appurtenances to signal

C. ANNUAL PREVENTATIVE MAINTENANCE PROGRAM. The contractor shall perform the following upon each signal on a regular basis every year:

- I. Controller Cabinet
 - a. Lubricate hinges and lock
 - b. Replace cabinet air filter
 - c. Check weatherproof gasket seal. Replace if necessary.
- 2. Signal System Assessment
 - a. Check load switches

- b. Perform conflict monitor test. Submit report to City.
 - c. Check relays.
 - d. Check for water accumulation and duct sealant.
 - e. Check all connectors.
 - f. Clean and polish all lenses and reflectors.
 - g. Perform LED intensity evaluation for output compliance. Replace LEDs as necessary.
 - h. Replace bent visors and backplates as necessary.
 - i. Paint signal and pedestrian heads as necessary.
 - j. Perform integrity test on all hardwire interconnect lines.
 - k. Where applicable, inspect and align antennas for remote monitoring.
3. Miscellaneous
- a. Tighten anchor bolts.

SC-3. RECORDKEEPING AND DOCUMENTATION

The Contractor shall provide to the City an up-to-date inventory list of the equipment in the controller cabinet at each location no later than sixty (60) days after the start of work under this agreement, and on a recurring basis every six months thereafter for the full term of the agreement including renewals. The inventory list shall include, at a minimum, the model, manufacturer, serial number, and quantity of each piece of equipment and its installation date (if known).

The Contractor shall maintain, in each controller cabinet, the inventory list of equipment for that cabinet and a master ledger listing each service by date and a description of the maintenance performed.

The Contractor shall provide a computerized monthly activity report to the City no later than the fifteenth working day of each month for activities completed by the Contractor during the previous month. The report shall be provided as a Microsoft Excel compatible computer file and shall include, at a minimum, the following information:

- a. **For Each Service Call:** Date and time the call for service was received; date and time a representative of the Contractor arrived at the intersection; the number of hours spent for each repair; any materials used in the repair; the billable amount for each repair under the Agreement.
- b. **For Each Intersection:** A complete record of all work (both Preventative Maintenance and Supplemental Services) performed on the intersection's equipment during the previous month, including the date and time that service was performed. The make, model, and serial number of any major components or other equipment installed.
- c. **For Each Pending Repair:** A list of any repair work pending, organized by intersection.

SC-4. SUPPLEMENTAL SERVICES

All other work ordered not specifically listed in SC-2 TRAFFIC SIGNAL- PREVENTATIVE MAINTENANCE or SC-3 RECORDKEEPING AND DOCUMENTATION shall be billed per the labor and equipment rates submitted with the Bid. Contractor shall submit separate, individual invoices for payment due for Supplemental Services.

All profit markups shall be incorporated in the hourly unit rate for labor and equipment stated in the Bid. **Material costs shall be direct material costs only without markup.** The owner may request, at any time, material invoices to verify that the invoiced price of materials has not been subject to markup.

SC-5. RESPONSE TIME REQUIREMENTS FOR SUPPLEMENTAL SERVICES

The Contractor shall maintain a telephone number where an on-call technician can be reached at all times, twenty-four (24) hours per day. The Contractor shall respond and dispatch an employee for emergency maintenance to correct the failure within two (2) hours in the event of a reported signal controller malfunction, inoperative ball or arrow display lamp, or other situation that, in the sole judgment

of the City, presents a clear public peril or risk to life or property. The replacement of inoperative lamps will not be considered emergency maintenance if there is at least one (1) signal indication still operative for each direction of travel. For all other instances of maintenance required as supplemental services, the Contractor shall respond and dispatch an employee to correct the failure within twenty-four (24) hours.

In most instances, repairs will be made immediately to restore the signal to normal operation. However, some types of maintenance may require the crew to leave the site to obtain the necessary materials or equipment to complete such repairs. In the event extensive repairs are required; Contractor shall perform the same as soon as reasonably possible; however, not longer than five (5) days after knowledge of the outage. Repairs requiring special factory orders shall be completed within five (5) days after receipt of material.

Response times shall be subject to adjustment for inclement weather defined as: when rain, sleet or snow is falling in sufficient amounts to be apparent that to start work or to continue work outside would result in unsafe work conditions. Contractor will not be required to perform outside work during inclement weather unless such work is necessary to protect life or property.

SC-6. RIGHT-OF-WAY

The Contractor shall confine his operations to the right-of-way limits and easements available to the City. Equipment or materials shall not be stored beyond these limits without the express approval of the owner of such property. The City shall be informed as to any arrangements that Contractor makes in these matters.

SC-7. TRAFFIC CONTROL AND STREET CLOSURES

The Contractor shall be solely responsible for providing necessary temporary traffic control for work as required by the City's Standard Specifications, including barricades and channelizing devices, lights, signs, and warnings. If the opinion of the City, additional precautions or measures should be taken to protect the safety of the Contractor's personnel or the public, the Contractor shall so comply.

If it is necessary to close a portion of the road to vehicular traffic in order to perform the work, the Contractor shall notify the City's Director of Public Works and Chief of Police prior to closure. At least one lane of traffic in each direction shall be kept open at all times. Closure plans and times shall be subject to the approval of the City.

SC-8. PERMITS AND RESPONSIBILITIES

The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and municipal laws, codes and regulations applicable to the performance of work. The City agrees to furnish permits required by the City to the Contractor at no charge.

CITY OF MISSION

TRAFFIC SIGNAL MAINTENANCE SERVICES

EXHIBIT A: CITY OWNED TRAFFIC SIGNALS

LOCATION			DEVICE TYPE
Shawnee Mission Parkway	&	Roeland Drive	Intersection
Shawnee Mission Parkway	&	Nall Avenue	Intersection
Martway Street	&	Broadmoor Street	Intersection
Johnson Drive	&	Broadmoor Street	Intersection
Johnson Drive	&	Lamar Avenue	Intersection
Johnson Drive	&	Nall Avenue	Intersection
Johnson Drive	&	Reeds Road	Pedestrian Beacon
Johnson Drive	&	Beverly Avenue	Pedestrian Beacon
Johnson Drive	&	Woodson Street	Intersection

City of Mission	Item Number:	6.
ACTION ITEM SUMMARY	Date:	February 5, 2020
PUBLIC WORKS	From:	Celia Duran

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

RE: Easement acquisition for the Rock Creek Channel Improvement Project

RECOMMENDATION: Authorize, accept and record easements required for the Rock Creek Channel Improvement Project, including authorizing the Mayor to execute two easements on behalf of the City of Mission.

DETAILS: The Rock Creek Channel Improvement project includes construction of retaining walls, channel modifications, and parking lot improvements along Rock Creek from east of Nall Avenue to Roeland Drive to address erosion and flooding concerns. George Butler Associates (GBA) is currently completing design of the project under a design contract approved by the City Council on June 19, 2019 with an anticipated bid opening in late February 2020.

In order to construct improvements along the Rock Creek Channel, acquisition of Permanent Drainage Easements (PDEs) and Temporary Construction Easements (TCEs) are required as shown on the attached figure. Five of the properties have signed easement documents and two of the properties are owned by the City of Mission with easements to be approved by the City Council as shown in Table 1. The property located at 5900 Roeland Drive (Wendy's) is being discussed separately following this item as terms of agreement have not been reached.

TABLE 1

ADDRESS	OWNER	EASEMENT
Residential		
5000 W. 60th Terrace	Stephanie Ann Ewing Revocable Trust	Permanent Drainage Easement (signed)
5118 W. 60th Terrace	James H. and Susan J. Seitz	Permanent Drainage Easement (signed)
5122 W. 60th Terrace	City of Mission (Buyout)	Permanent Drainage Easement (to be signed by Mayor)
5128 W. 60th Terrace	Michael E. Pedersen	Permanent Drainage Easement (signed)
5136 W. 60th Terrace	Ben and Ellen Chociejj	Permanent Drainage Easement (signed)

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

City of Mission	Item Number:	6.
ACTION ITEM SUMMARY	Date:	February 5, 2020
PUBLIC WORKS	From:	Celia Duran

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

Commercial		
5900 Roeland Drive*	Wendy's Properties, LLC*	Permanent Drainage Easement Temporary Construction Easement
5201 Johnson Drive	Mission Bank Building	Permanent Drainage Easement Temporary Construction Easement (signed)
Park N' Ride	City of Mission	Permanent Drainage Easement (to be signed by Mayor)

*= Eminent domain steps for this property will be discussed on the next agenda item.

Once the easements are accepted, they will be filed and recorded with the Johnson County records and Tax Administration Department.

CFAA CONSIDERATIONS/IMPACTS:

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

Preliminary
Not Approved for Construction

REVISION

Conceptual - 9/23/2019

Preliminary 50% - 10/10/2019

Preliminary 90% - 12/17/2019

PROJECT NUMBER

14321.00

DATE

1/10/2020

DESIGNED

PDM, MLG, ACL

DRAWN

ACL

REVIEWED

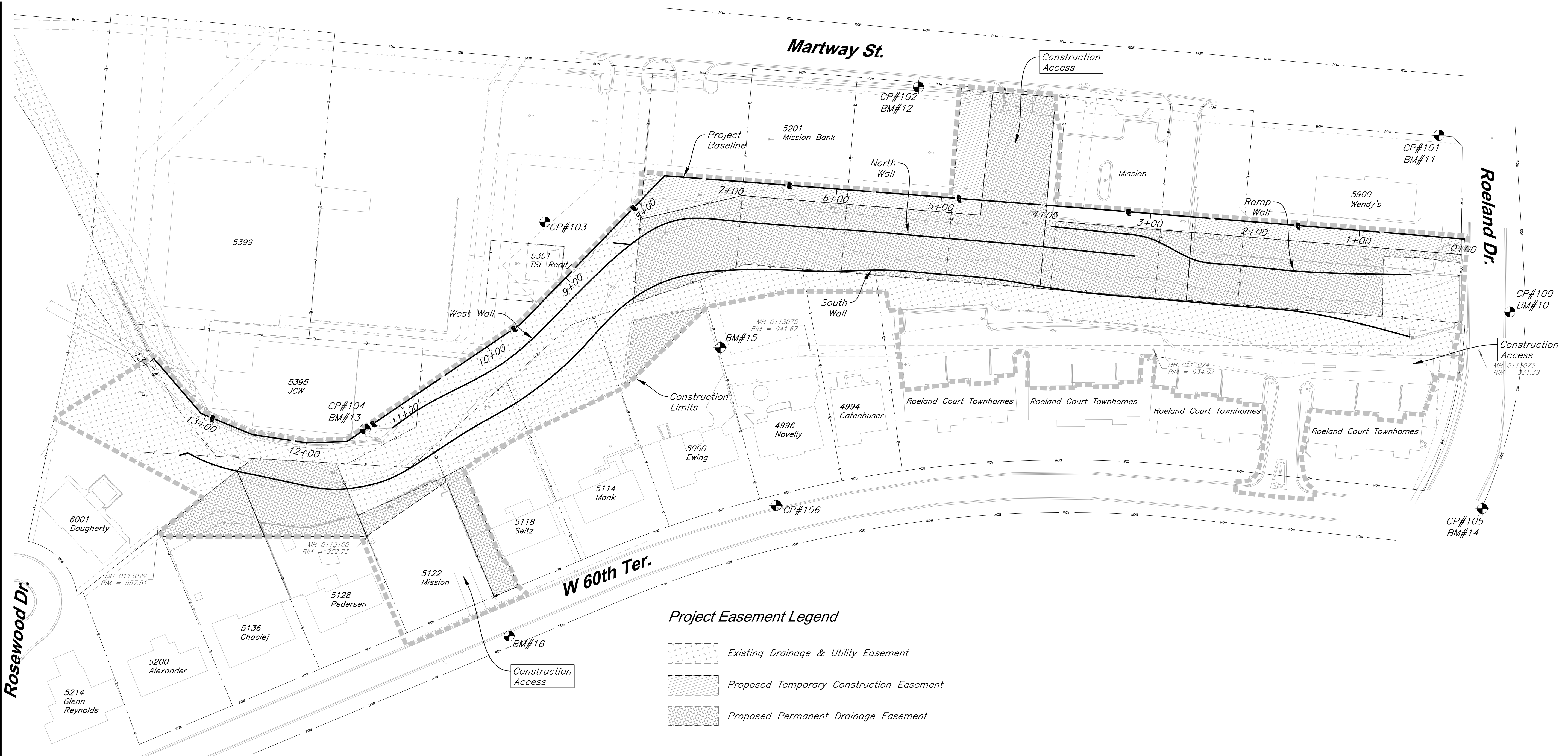
PDM

SHEET TITLE

General Layout

SHEET NUMBER

02



Project Easement Legend

-  Existing Drainage & Utility Easement
-  Proposed Temporary Construction Easement
-  Proposed Permanent Drainage Easement

PROJECT CONTROL POINTS

Coordinates shown hereon:
Modified State Plane (Project Ground Coordinates), NAD83
1501 - Kansas North, U.S. Feet
Vertical - NAVD88, U.S. Feet

CAF: 1.0000747
The coordinate values of all features have been scaled from a base point, known as CP #100

Coordinates:
N: 227447.25
E: 2265149.71
EL: 938.79

To get to State Plane Distances:
Scale drawing by the above referenced CAF (0.9999253); holding point #100 as the base point.

BM #15 - Set RR Spike in East face of Power Pole in back yard of #4996 W. 60th Terrace
N - 268347.97
E - 2265316.00
Z - 940.33

BM #16 - Set chiseled "+" on North bonnet bolt of fire hydrant on South side of W. 60th Terrace between #5109 & #5117
N - 268009.49
E - 2265279.06
Z - 958.82

CP #100 (Also BM #10) - Set chiseled "+" on NE corner of curb inlet on East side of Roeland Drive, just East of headwall spanning Rock Creek
N - 268753.62
E - 2265950.62
Z - 930.03

R1.) West 22.03' to centerline of Roeland Drive
R2.) SE 23.10' to centerline of "Bell Systems" manhole lid
R3.) NW 43.04' to centerline of "Bell Systems" manhole lid

CP #101 (Also BM #11) - Set chiseled "+" on sidewalk at SW corner of Roeland Drive and Martway Street
N - 268865.56
E - 2265808.07
Z - 926.94

R1.) WSW 15.60' to outside corner of retaining wall w/ railing
R2.) NNW 11.80' to South back of curb of Martway Street
R3.) SE 10.91' to near face of Wendy's sign

CP #102 (Also BM #12) - Set chiseled "+" on concrete stairs on South side of Martway Street directly South of #5201 Johnson Drive
N - 268567.29
E - 2265355.52
Z - 929.70

R1.) NNW 9.50' to South back of curb of Martway Street
R2.) ENE 48.97' to West face of street light
R3.) WSW 41.67' to centerline of Spectrum vault

CP #103 - Set cotton gin spindle in asphalt parking lot on South side of Martway just North of cell tower rock wall
N - 268368.03
E - 2265111.47
Z - 932.82

R1.) South 26.27' to NW corner of cell tower rock wall
R2.) ESE 29.79' to NE corner of cell tower rock wall
R3.) West 86.61' to corner of barbed wire fence

CP #104 (Also BM #13) - Found chiseled square cut on North edge of 12' wide headwall near SE corner of wastewater treatment plant on North side of Rock Creek
N - 268111.48
E - 2265061.76
Z - 936.37

R1.) SW 14.39' to SE corner of concrete wall for wastewater treatment plant
R2.) NNW 99.20' to wood plank fence
R3.) SW 16.62' to corner post of chain link fence

CP #105 (Also BM #14) - Set chiseled "+" on NE corner of curb inlet on East side of Roeland Drive in line with projected North back of curb of W. 60th Terrace
N - 268578.25
E - 2266021.65
Z - 943.63

R1.) SW 48.55' to centerline of "InRoad" water valve
R2.) West 46.50' to centerline of "InRoad" manhole lid
R3.) South 44.31' to centerline of manhole lid on East side of Roeland Drive in grass

CP #106 - Set 1/2" Iron Bar w/ GBA Control Point Cap in line with back of curb line at #4996 W. 60th Terrace
N - 268224.30
E - 2265437.35
Z - 956.40

R1.) South 1.30' to North back of curb on West 60th Terrace
R2.) NW 18.15' to South face of 24" oak tree
R3.) NE 33.25' to West edge of concrete drive at #4996 West 60th Terrace

NOTE: The Contractor shall carefully preserve all monuments, reference points, stakes, and bench marks set for project control, and in case of destruction of same through carelessness or negligence on the part of the Contractor, he will be charged with the resulting expense of replacement and responsibility for any mistakes or loss of time caused thereby.

The Contractor is responsible for the protection of all property corners and section corners. Any property corners or section corners disturbed or damaged by construction activities shall be reset by a registered land surveyor licensed in the State of Kansas, at the Contractor's expense.

G:\14321\Civil 3D\Production Drawings\Storm Plans\14321\00201.dwg Layout: General Layout Wednesday January 22, 2020, 10:45am Copyright 2020, George Butler Associates, Inc.

Project Name: Rock Creek Channel Improvements
Address: 5000 W. 60th Terr.

PERMANENT DRAINAGE EASEMENT

THIS AGREEMENT, made and entered into this 13 day of December, 2019, by and between Stephanie Ewing, **Trustee of The Stephanie Ann Ewing Revocable Trust**, acting pursuant to the powers to convey realty granted under said trust, its successors, administrators, and assigns, hereinafter called Grantor, and the **CITY OF MISSION, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

**SECTION ONE
GRANT OF PERMANENT EASEMENT**

In consideration of One and No/100 Dollar (\$1.00), in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made (including but not limited to increased water run-off or drainage; change of grade; loss of trees and landscaping; and erosion), receipt of which is hereby acknowledged, the Grantor hereby grants and conveys to the Grantee, its successors and assigns, a permanent drainage easement ("Easement") with reasonable rights to ingress and egress in, on, over, under and through the following described real estate ("Premises"), for the purpose of laying, constructing, excavating, operating, inspecting, altering, repairing, replacing, substituting, relocating, adding to, removing and maintaining a culvert, storm sewer, drainage ditch, drainage channel/water course or other drainage facility tributary connections and appurtenant work in any part of said easement ("Improvements"), including the right to clean, repair, replace and care for said Improvements, together with the right of access in, on, over, under and through

Project Name: Rock Creek Channel Improvements
Address: 5000 W. 60th Terr.

said easement for said purposes, said easement more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

SECTION TWO TERM

The rights granted herein shall be possessed and enjoyed by the Grantee, its successors and assigns, so long as the Improvements and appurtenances constructed pursuant hereto shall be maintained and operated by the Grantee, its successors and assigns.

SECTION THREE ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right to change the drainage channel/water course and to install additional storm sewer and/or drainage lines or replace said lines with a larger line in the Easement at some future date and under the same conditions as the original drainage line was installed, except no additional payment shall be made for said right.

Grantee and its employees and agents shall have free access to the Premises, using such reasonable route as Grantor may designate or approve.

SECTION FOUR CONDITIONS

Grantor shall not construct or permit to be constructed any permanent house or structure, landscaping, trees, or obstruction on or over or interfering with the construction, maintenance, or operation of the Improvements. Grantor further agrees that he/she will not change the grade of the Premises without approval of the City.

SECTION FIVE WARRANTY OF TITLE

Grantor covenants that he/she is the owner of the Premises and has the right, title and capacity to grant the Easement granted herein.

Project Name: Rock Creek Channel Improvements
Address: 5000 W. 60th Terr.

SECTION SIX
RESTORATION OF SURFACE

Grantee, its agents, successors and assigns shall, as soon as practicable, after construction of the Improvements and all subsequent alterations and repairs thereto, reasonably restore the property to the conditions set out in the project plans and specifications.

SECTION SEVEN
EFFECT OF AGREEMENT

This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Project Name: Rock Creek Channel Improvements
Address: 5000 W. 60th Terr.

GRANTEE:

CITY OF MISSION, KANSAS,
A Municipal Corporation

By: _____
Ronald E. Appletoft, Mayor

ATTEST:

(SEAL)

Martha Sumrall, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, _____ of the City of Mission, Kansas, and MARTHA SUMRALL, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

Printed Name: _____

My Appointment Expires:

PERMANENT DRAINAGE EASEMENT:

A tract of land being part of Lot 40, Block 3, MISSION VILLAGE, a subdivision in the City of Mission, Johnson County, Kansas, recorded in Book 13, Page 62, being more particularly described as follows:

Commencing at the Northwest corner of said Lot 40; thence South 45°16'28" East, along the North line of said Lot 40, a distance of 26.38 feet, to the Point of Beginning, said point being on the Easterly line of an existing Drainage and Utility Easement, recorded in Book 200806, Page 002290; thence South 15°51'45" West, departing said North line, a distance of 110.63 feet, to a point on said Easterly line; thence North 21°34'27" West, along said Easterly line, a distance of 64.36 feet; thence North 49°10'43" East, continuing along said Easterly line, a distance of 71.23 feet, to the Point of Beginning, containing 2,164.06 square feet, or 0.050 acres, more or less.

This is to certify that this real property legal description has been prepared by me or under my direct supervision.



Michael D. Lay
Kansas Land Surveyor No. 1612



9801 Renner Boulevard
Lenexa, Kansas 66219
913.492.0400
www.gbateam.com
mlay@gbateam.com

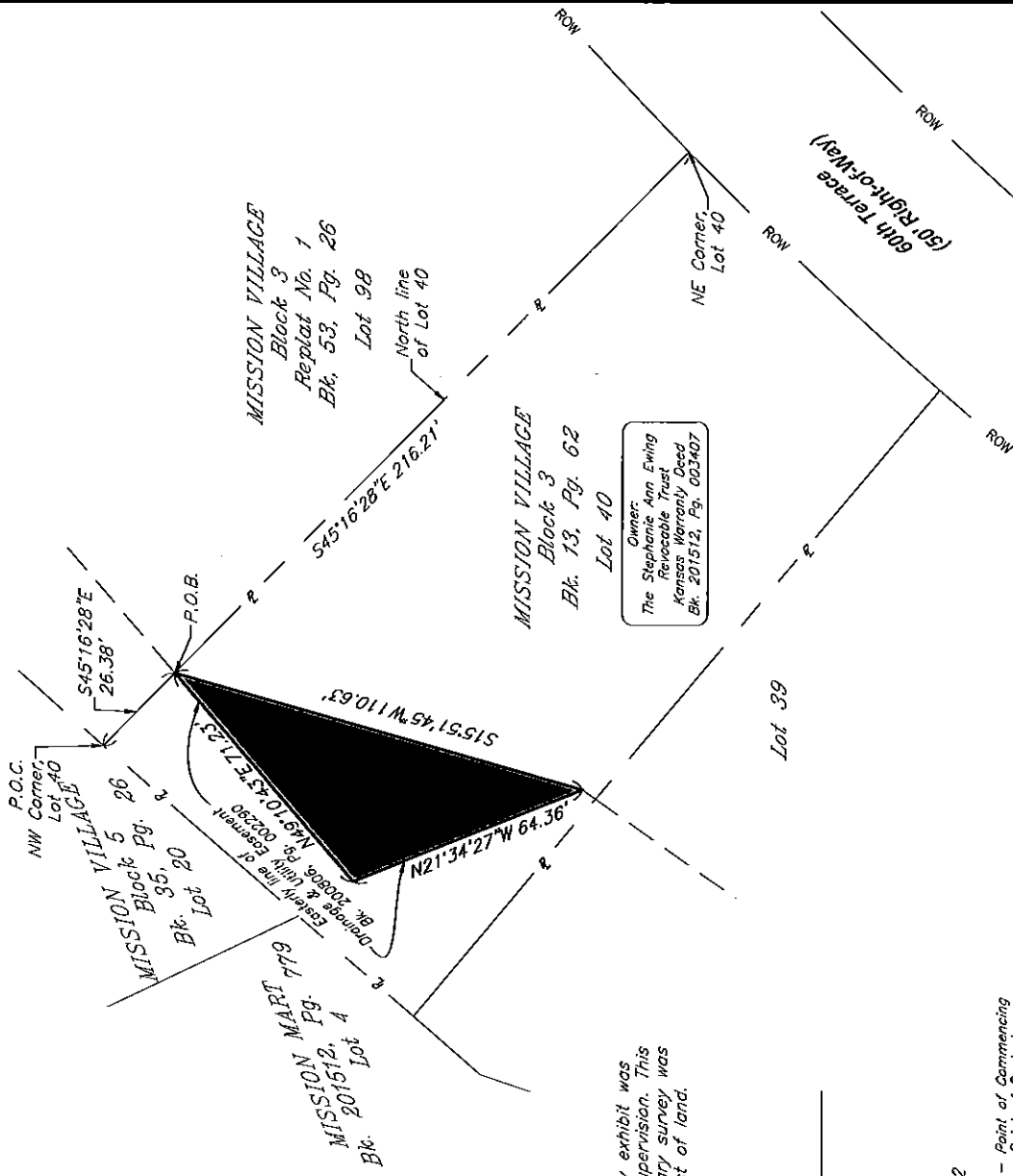
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14321.00

DATE
09/23/2019

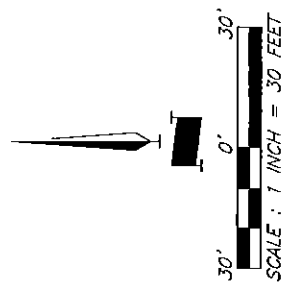
TITLE
Exhibit "A"
Permanent Drainage Esmt.
City of Mission, JoCo., KS

SHEET NUMBER

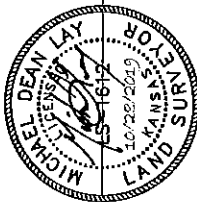
1 of 2



Owner:
 The Stephanie Ann Ewing
 Revocable Trust
 Kansas Warranty Deed
 Bk. 201512, Pg. 003407



This is to certify that this real property exhibit was prepared by me or under my direct supervision. This exhibit does not warrant that a boundary survey was performed upon the hereon shown tract of land.



Michael D. Lay
 Kansas Land Surveyor No. 1612

Denotes Permanent Drainage Easement
 2,164.06 Square Feet

P.O.C. - Point of Commencing
 P.O.B. - Point of Beginning

Project Name: Rock Creek Channel Improvements
Address: 5118 W. 60th Terr.

PERMANENT DRAINAGE EASEMENT

THIS AGREEMENT, made and entered into this 14th day of December, 2019, by and between **James H. Seitz and Susan J. Seitz**, husband and wife, hereinafter called Grantors, and the **CITY OF MISSION, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

**SECTION ONE
GRANT OF PERMANENT EASEMENT**

In consideration of One and No/100 Dollar (\$1.00), in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made (including but not limited to increased water run-off or drainage; change of grade; loss of trees and landscaping; and erosion), receipt of which is hereby acknowledged, the Grantors hereby grant and convey to the Grantee, its successors and assigns, a permanent drainage easement ("Easement") with reasonable rights to ingress and egress in, on, over, under and through the following described real estate ("Premises"), for the purpose of laying, constructing, excavating, operating, inspecting, altering, repairing, replacing, substituting, relocating, adding to, removing and maintaining a culvert, storm sewer, drainage ditch, drainage channel/water course or other drainage facility tributary connections and appurtenant work in any part of said easement ("Improvements"), including the right to clean, repair, replace and care for said Improvements, together with the right of access in, on, over, under and through

Project Name: Rock Creek Channel Improvements
Address: 5118 W. 60th Terr.

said easement for said purposes, said easement more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

SECTION TWO TERM

The rights granted herein shall be possessed and enjoyed by the Grantee, its successors and assigns, so long as the Improvements and appurtenances constructed pursuant hereto shall be maintained and operated by the Grantee, its successors and assigns.

SECTION THREE ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right to change the drainage channel/water course and to install additional storm sewer and/or drainage lines or replace said lines with a larger line in the Easement at some future date and under the same conditions as the original drainage line was installed, except no additional payment shall be made for said right.

Grantee and its employees and agents shall have free access to the Premises, using such reasonable route as Grantor may designate or approve.

SECTION FOUR CONDITIONS

Grantors shall not construct or permit to be constructed any permanent house or structure, landscaping, trees, or obstruction on or over or interfering with the construction, maintenance, or operation of the Improvements. Grantors further agree that they will not change the grade of the Premises without approval of the City.

SECTION FIVE WARRANTY OF TITLE

Grantors covenants that they are the owners of the Premises and have the right, title and capacity to grant the Easement granted herein.

Project Name: Rock Creek Channel Improvements
Address: 5118 W. 60th Terr.

SECTION SIX
RESTORATION OF SURFACE

Grantee, its agents, successors and assigns shall, as soon as practicable, after construction of the Improvements and all subsequent alterations and repairs thereto, reasonably restore the property to the conditions set out in the project plans and specifications.

SECTION SEVEN
EFFECT OF AGREEMENT

This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Project Name: Rock Creek Channel Improvements
Address: 5118 W. 60th Terr.

GRANTOR:

James H. Seitz
Printed Name: James H. Seitz

Susan J. Seitz
Printed Name: Susan J. Seitz

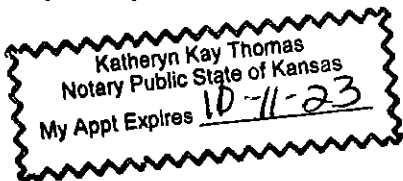
Property Address:
5118 W. 60th Terr.
Mission, KS

ACKNOWLEDGMENT

STATE OF Kansas)
) ss:
COUNTY OF Johnson)

BE IT REMEMBERED, that on this 16th day of December, 2019, before me, the undersigned, a Notary Public within and for the County and State aforesaid, came James Seitz and Susan Seitz, husband and wife, who are personally known to me to be the same persons who executed the within document of their own free will and accord and have the authority to do so.

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



Kathryn Kay Thomas
Notary Public
Printed Name: Kathryn Kay Thomas

My Appointment Expires:
10-11-23

Project Name: Rock Creek Channel Improvements
Address: 5118 W. 60th Terr.

GRANTEE:

CITY OF MISSION, KANSAS,
A Municipal Corporation

By: _____
Ronald E. Appletoft, Mayor

ATTEST:

(SEAL)

Martha Sumrall, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, _____ of the City of Mission, Kansas, and MARTHA SUMRALL, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

Printed Name: _____

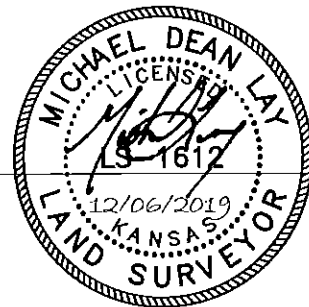
My Appointment Expires:

PERMANENT DRAINAGE EASEMENT:

A tract of land being part of Lot 38, Block 3, MISSION VILLAGE, a subdivision in the City of Mission, Johnson County, Kansas, recorded in Book 13, Page 62, being more particularly described as follows:

Commencing at the Southwest corner of said Lot 38; thence South 52°36'09" East, along the South line of said Lot 38, a distance of 29.92 feet, to the Point of Beginning, said point being on the Easterly line of an existing Drainage and Utility Easement, recorded in Book 200803, Page 008388; thence North 32°07'58" East, departing said South line, along said Easterly line, a distance of 20.08 feet; thence South 52°36'09" East, departing said Easterly line, a distance of 90.26 feet; thence South 71°02'15" East, a distance of 15.81 feet; thence South 52°36'09" East, a distance of 20.00 feet, to a point on the Westerly Right-of-Way line of 60th Terrace, as now established; thence South 37°23'56" West, along said Westerly Right-of-Way line, a distance of 25.00 feet, to the Southeast corner of said Lot 38; thence North 52°36'09" West, departing said Westerly Right-of-Way line, along said South line of Lot 38, a distance of 123.42 feet, to the Point of Beginning, containing 2,624.27 square feet, or 0.060 acres, more or less.

This is to certify that this real property legal description has been prepared by me or under my direct supervision.



Michael D. Lay
Kansas Land Surveyor No. 1612



9801 Renner Boulevard
Lenexa, Kansas 66219
913.492.0400
www.gbateam.com
mlay@gbateam.com

PROJECT NUMBER
14321.00

DATE
12/06/2019

TITLE
Exhibit "A"
Perm. Drainage Esmt.
City of Mission, JoCo., KS

SHEET NUMBER
1 of 2

8901 Renner Boulevard
 Lenexa, Kansas 66219
 913.492.0400
 www.gbataam.com
 msy@gbataam.com



City of Mission, Johnson County, Kansas
 Permanent Drainage Easement
 Exhibit "A"

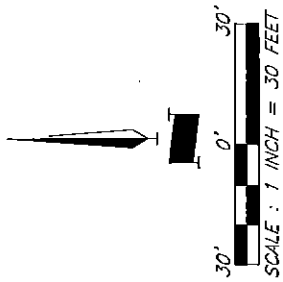
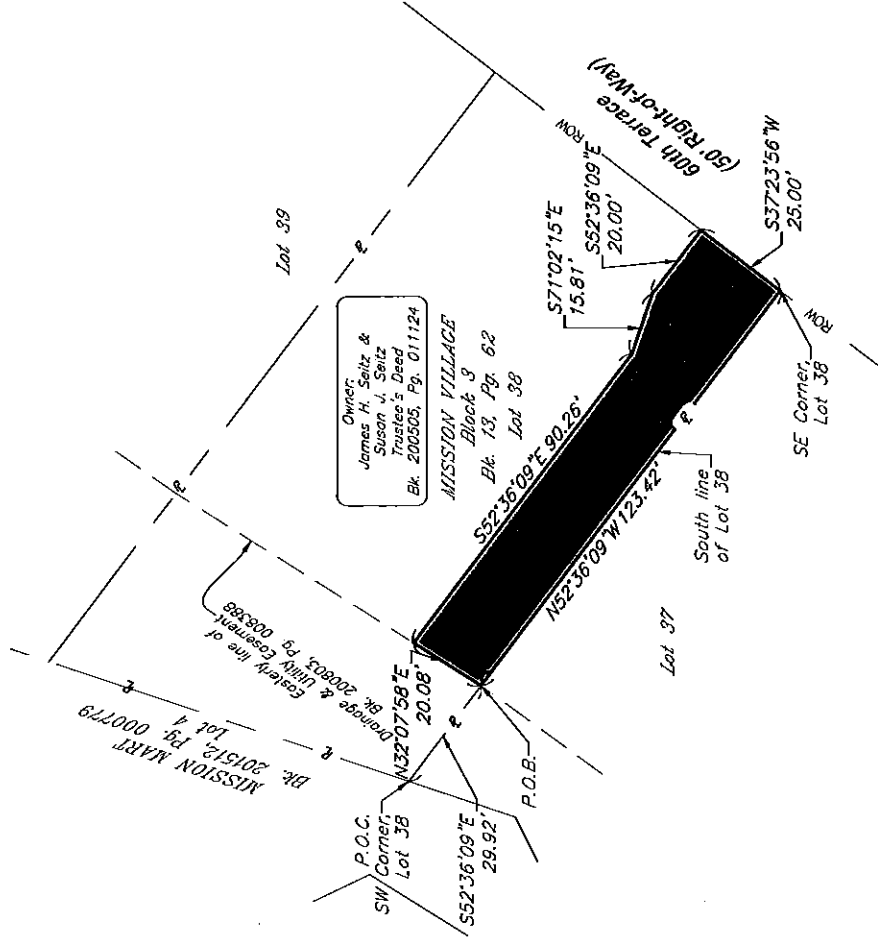
TITLE

PROJECT NUMBER
 1.4321.00

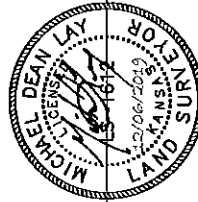
DATE
 12/06/2019

SHEET NUMBER

2 of 2



This is to certify that this real property exhibit was prepared by me or under my direct supervision. This exhibit does not warrant that a boundary survey was performed upon the hereon shown tract of land.



Michael D. Lay
 Kansas Land Surveyor No. 1612

P.O.C. - Point of Commencing
 P.O.B. - Point of Beginning

Danoles Permanent Drainage Easement
 2.624.27 Square Feet

Project Name: Rock Creek Channel Improvements
Address: 5122 W. 60th Terr.

PERMANENT DRAINAGE EASEMENT DEDICATION

THIS DEDICATION, made and entered into this _____ day of _____, 2020, by and between the **CITY OF MISSION, KANSAS**, a municipal corporation, hereinafter called Grantor, owner of the real property herein described, located in the County of Johnson, State of Kansas.

NOW, THEREFORE, for the consideration hereinafter described, the Grantor declares as follows:

**SECTION ONE
DEDICATION OF PERMANENT EASEMENT**

In consideration of One and No/100 Dollar (\$1.00), in hand paid and other valuable consideration, Grantor hereby dedicates a permanent drainage easement ("Easement") with reasonable rights to ingress and egress in, on, over, under and through the following described real estate ("Premises"), for the purpose of laying, constructing, excavating, operating, inspecting, altering, repairing, replacing, substituting, relocating, adding to, removing and maintaining a culvert, storm sewer, drainage ditch, drainage channel/water course or other drainage facility tributary connections and appurtenant work in any part of said easement ("Improvements"), including the right to clean, repair, replace and care for said Improvements, together with the right of access in, on, over, under and through

Project Name: Rock Creek Channel Improvements
Address: 5122 W. 60th Terr.

said easement for said purposes, said easement more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

SECTION TWO
TERM

The rights granted herein shall be possessed and enjoyed so long as the Improvements and appurtenances constructed pursuant hereto shall be maintained and operated by the Grantor, its successors and assigns.

SECTION THREE
ADDITIONAL RIGHTS OF GRANTOR

Grantor reserves the right to change the drainage channel/water course and to install additional storm sewer and/or drainage lines or replace said lines with a larger line in the Easement at some future date and under the same conditions as the original drainage line was installed.

SECTION FOUR
EFFECT OF AGREEMENT

This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the Grantor.

IN WITNESS WHEREOF, the Grantor has executed this agreement the day and year first above written.

Project Name: Rock Creek Channel Improvements
Address: 5122 W. 60th Terr.

GRANTOR:

CITY OF MISSION, KANSAS,
A Municipal Corporation

By: _____
Ronald E. Appletoft, Mayor

ATTEST:

Martha Sumrall, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this _____ day of _____, 2020, before me, the undersigned, a Notary Public within and for the County and State aforesaid, came RONALD E. APPLETOFT, Mayor of the City of Mission, Kansas, and MARTHA SUMRALL, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

Printed Name: _____

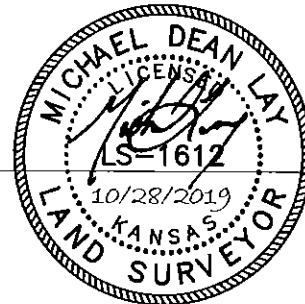
My Appointment Expires:

PERMANENT DRAINAGE EASEMENT:

A tract of land being part of Lot 37, Block 3, MISSION VILLAGE, a subdivision in the City of Mission, Johnson County, Kansas, recorded in Book 13, Page 62, being more particularly described as follows:

Commencing at the Northwest corner of said Lot 37; thence South 52°36'09" East, along the North line of said Lot 37, a distance of 29.92 feet, to the Point of Beginning, said point being on the Easterly line of an existing Drainage and Utility Easement, recorded in Book 200803, Page 008383; thence South 52°36'09" East, continuing along said North line, a distance of 4.89 feet; thence South 25°37'38" West, departing said North line, a distance of 91.94 feet, to a point on the South line of said Lot 37; thence North 52°36'15" West, along said South line, a distance of 21.44 feet, to a point on said Easterly line; thence North 35°59'38" East, departing said South line, along said Easterly line, a distance of 90.03 feet, to the Point of Beginning, containing 1,184.98 square feet, or 0.027 acres, more or less.

This is to certify that this real property legal description has been prepared by me or under my direct supervision.



Michael D. Lay
Kansas Land Surveyor No. 1612

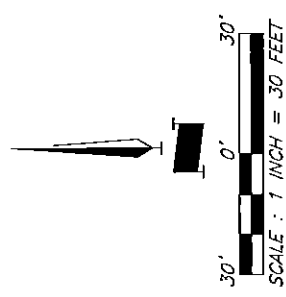
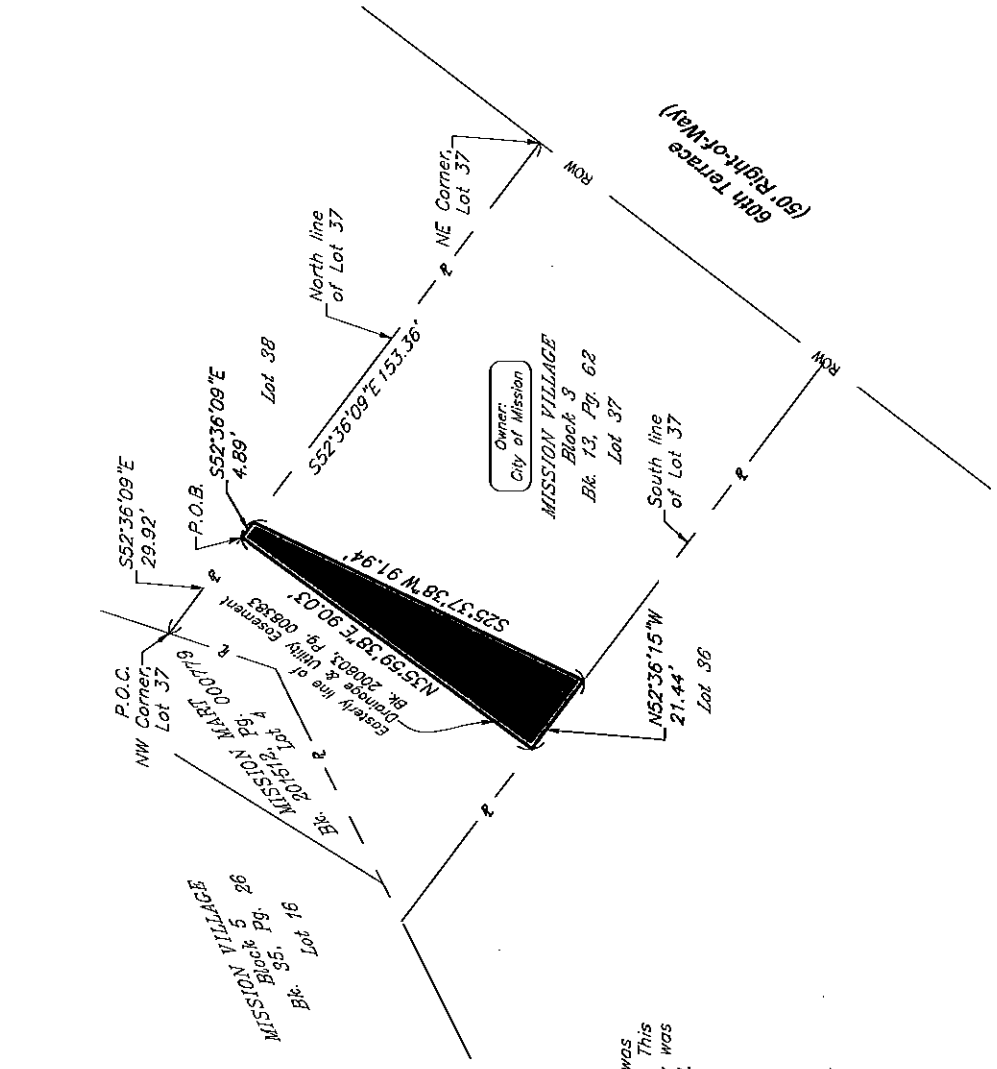
GBA
architects
engineers

9801 Renner Boulevard
Lenexa, Kansas 66219
913.492.0400
www.gbateam.com
mlay@gbateam.com

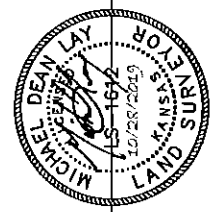
PROJECT NUMBER
14321.00
DATE
09/23/2019

TITLE
Exhibit "A"
Permanent Drainage Esmt.
City of Mission, JoCo., KS

SHEET NUMBER
1 of 2



This is to certify that this real property exhibit was prepared by me or under my direct supervision. This exhibit does not warrant that a boundary survey was performed upon the hereon shown tract of land.



Michael D. Lay
 Kansas Land Surveyor No. 1612

Onsite Permanent Drainage Easement
 1,184.98 Square Feet
 P.O.C. - Point of Commencing
 P.O.B. - Point of Beginning

Project Name: Rock Creek Channel Improvements
Address: 5128 W. 60th Terr.

PERMANENT DRAINAGE EASEMENT

THIS AGREEMENT, made and entered into this 29th day of October, 2019, by and between **Michael E. Pedersen**, a single person, hereinafter called Grantor, and the **CITY OF MISSION, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

**SECTION ONE
GRANT OF PERMANENT EASEMENT**

In consideration of One and No/100 Dollar (\$1.00), in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made (including but not limited to increased water run-off or drainage; change of grade; loss of trees and landscaping; and erosion), receipt of which is hereby acknowledged, the Grantor hereby grants and conveys to the Grantee, its successors and assigns, a permanent drainage easement ("Easement") with reasonable rights to ingress and egress in, on, over, under and through the following described real estate ("Premises"), for the purpose of laying, constructing, excavating, operating, inspecting, altering, repairing, replacing, substituting, relocating, adding to, removing and maintaining a culvert, storm sewer, drainage ditch, drainage channel/water course or other drainage facility tributary connections and appurtenant work in any part of said easement ("Improvements"), including the right to clean, repair, replace and care for said Improvements, together with the right of access in, on, over, under and through

Project Name: Rock Creek Channel Improvements
Address: 5128 W. 60th Terr.

said easement for said purposes, said easement more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

SECTION TWO TERM

The rights granted herein shall be possessed and enjoyed by the Grantee, its successors and assigns, so long as the Improvements and appurtenances constructed pursuant hereto shall be maintained and operated by the Grantee, its successors and assigns.

SECTION THREE ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right to change the drainage channel/water course and to install additional storm sewer and/or drainage lines or replace said lines with a larger line in the Easement at some future date and under the same conditions as the original drainage line was installed, except no additional payment shall be made for said right.

Grantee and its employees and agents shall have free access to the Premises, using such reasonable route as Grantor may designate or approve.

SECTION FOUR CONDITIONS

Grantor shall not construct or permit to be constructed any permanent house or structure, landscaping, trees, or obstruction on or over or interfering with the construction, maintenance, or operation of the Improvements. Grantor further agrees that he/she will not change the grade of the Premises without approval of the City.

SECTION FIVE WARRANTY OF TITLE

Grantor covenants that he/she is the owner of the Premises and has the right, title and capacity to grant the Easement granted herein.

Project Name: Rock Creek Channel Improvements
Address: 5128 W. 60th Terr.

SECTION SIX
RESTORATION OF SURFACE

Grantee, its agents, successors and assigns shall, as soon as practicable, after construction of the Improvements and all subsequent alterations and repairs thereto, reasonably restore the property to the conditions set out in the project plans and specifications.

SECTION SEVEN
EFFECT OF AGREEMENT

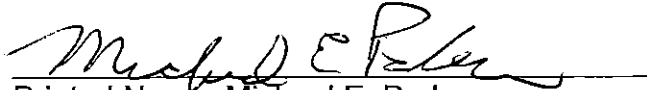
This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

[Faint, illegible text, possibly a signature or stamp]

Project Name: Rock Creek Channel Improvements
Address: 5128 W. 60th Terr.

GRANTOR:


Printed Name: Michael E. Pedersen

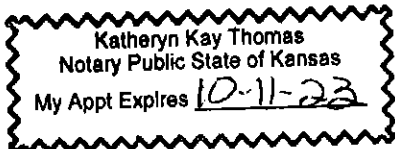
Property Address:
5128 W. 60th Terr.
Mission, KS

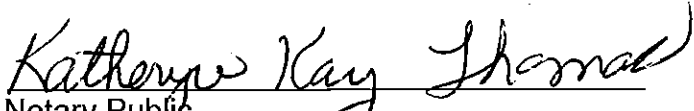
ACKNOWLEDGMENT

STATE OF Kansas)
) ss:
COUNTY OF Johnson)

BE IT REMEMBERED, that on this 29th day of October, 2019,
before me, the undersigned, a Notary Public within and for the County and State
aforesaid, came Michael Pedersen, a single person, who is personally
known to me to be the same person who executed the within document of his/her own
free will and accord and has the authority to do so.

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




Notary Public

Printed Name: Kathryn Kay Thomas

My Appointment Expires:
10-11-23

Project Name: Rock Creek Channel Improvements
Address: 5128 W. 60th Terr.

GRANTEE:

CITY OF MISSION, KANSAS,
A Municipal Corporation

By: _____
Ronald E. Appletoft, Mayor

ATTEST:

(SEAL)

Martha Sumrall, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, _____ of the City of Mission, Kansas, and MARTHA SUMRALL, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

Printed Name: _____

My Appointment Expires:

PERMANENT DRAINAGE EASEMENT:

A tract of land being part of Lot 36, Block 3, MISSION VILLAGE, a subdivision in the City of Mission, Johnson County, Kansas, recorded in Book 13, Page 62, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 36; thence South 52°36'15" East, along the North line of said Lot 36, a distance of 75.52 feet; thence South 60°00'11" West, departing said North line, a distance of 97.50 feet, to a point on the South line of said Lot 36; thence North 52°36'32" West, along said South line, a distance of 67.73 feet, to the Southwest corner of said Lot 36; thence North 21°58'19" East, departing said South line, along the Westerly line of said Lot 36, a distance of 19.14 feet, to the Westerly corner of said Lot 36; thence North 63°18'52" East, continuing along said Westerly line, a distance of 79.57 feet, to the Point of Beginning, containing 6,950.05 square feet, or 0.160 acres, more or less.

This is to certify that this real property legal description has been prepared by me or under my direct supervision.



Michael D. Lay
Kansas Land Surveyor No. 1612

GBA
architects
engineers

9801 Renner Boulevard
Lenexa, Kansas 66219
913.492.0400
www.gbateam.com
mlay@gbateam.com

PROJECT NUMBER

14321.00

DATE

09/23/2019

TITLE

Exhibit "A"
Permanent Drainage Esmt.
City of Mission, JoCo., KS

SHEET NUMBER

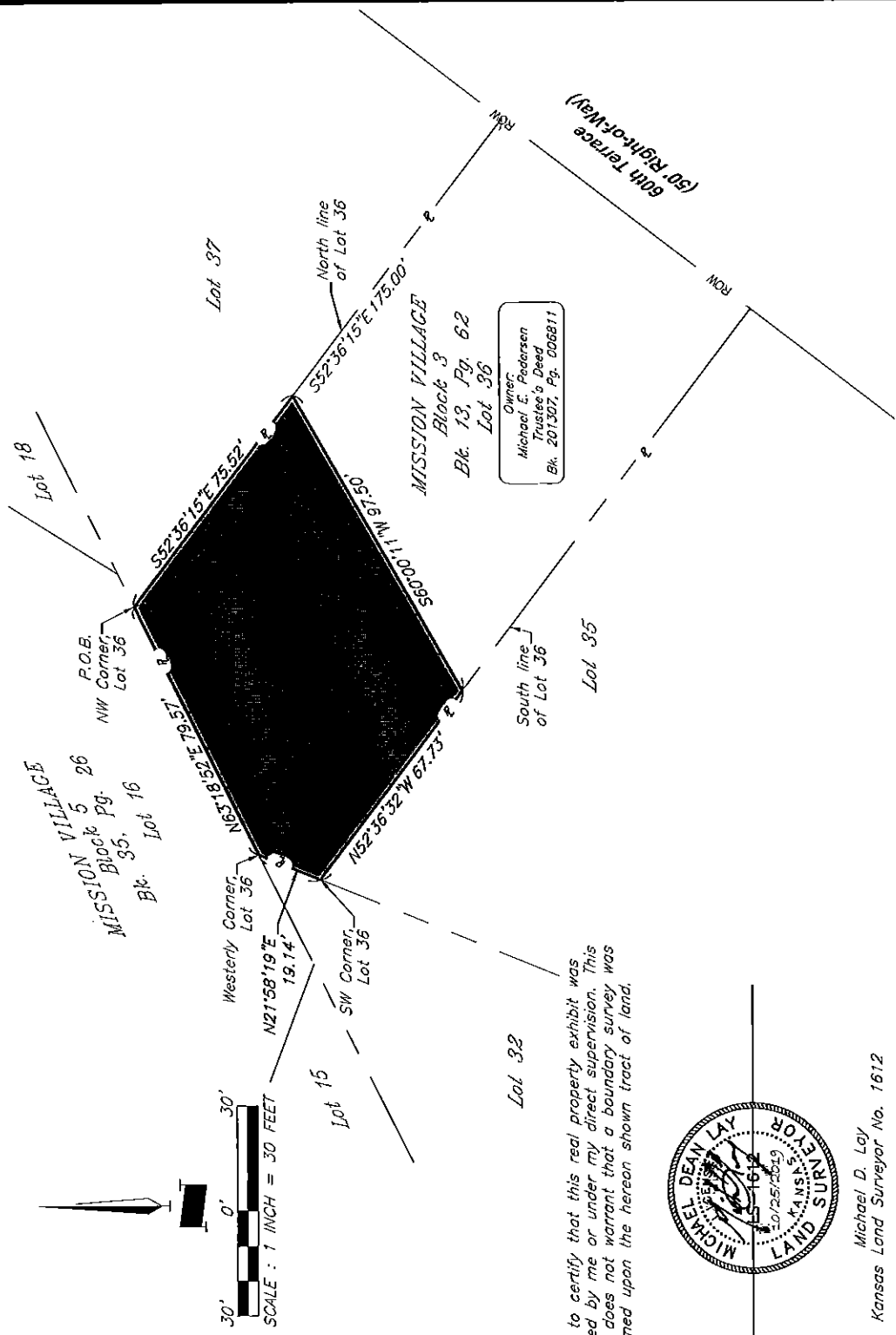
1 of 2

9801 Renner Boulevard
 Lenexa, Kansas 66219
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 www.gbaleam.com
 mlay@gbaleam.com

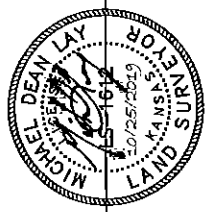


Exhibit "A"
 Permanent Drainage Easement
 City of Mission, Johnson County, Kansas

PROJECT NUMBER
 14321.00
 DATE
 09/23/2019
 SHEET NUMBER
 2 of 2



This is to certify that this real property exhibit was prepared by me or under my direct supervision. This exhibit does not warrant that a boundary survey was performed upon the hereon shown tract of land.



Michael D. Lay
 Kansas Land Surveyor No. 1612

Donatos Permanent Drainage Easement P.O.B. - Point of Beginning
 6,950.05 Square Feet

Project Name: Rock Creek Channel Improvements
Address: 5136 W. 60th Terr.

PERMANENT DRAINAGE EASEMENT

THIS AGREEMENT, made and entered into this 23rd day of December, 2019, by and between **Ben Chociej and Ellen Chociej**, husband and wife, hereinafter called Grantors, and the **CITY OF MISSION, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

SECTION ONE
GRANT OF PERMANENT EASEMENT

In consideration of One and No/100 Dollar (\$1.00), in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made (including but not limited to increased water run-off or drainage; change of grade; loss of trees and landscaping; and erosion), receipt of which is hereby acknowledged, the Grantors hereby grant and convey to the Grantee, its successors and assigns, a permanent drainage easement ("Easement") with reasonable rights to ingress and egress in, on, over, under and through the following described real estate ("Premises"), for the purpose of laying, constructing, excavating, operating, inspecting, altering, repairing, replacing, substituting, relocating, adding to, removing and maintaining a culvert, storm sewer, drainage ditch, drainage channel/water course or other drainage facility tributary connections and appurtenant work in any part of said easement ("Improvements"), including the right to clean, repair, replace and care for said Improvements, together with the right of access in, on, over, under and through

Project Name: Rock Creek Channel Improvements
Address: 5136 W. 60th Terr.

said easement for said purposes, said easement more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

SECTION TWO TERM

The rights granted herein shall be possessed and enjoyed by the Grantee, its successors and assigns, so long as the Improvements and appurtenances constructed pursuant hereto shall be maintained and operated by the Grantee, its successors and assigns.

SECTION THREE ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right to change the drainage channel/water course and to install additional storm sewer and/or drainage lines or replace said lines with a larger line in the Easement at some future date and under the same conditions as the original drainage line was installed, except no additional payment shall be made for said right.

Grantee and its employees and agents shall have free access to the Premises, using such reasonable route as Grantor may designate or approve.

SECTION FOUR CONDITIONS

Grantors shall not construct or permit to be constructed any permanent house or structure, landscaping, trees, or obstruction on or over or interfering with the construction, maintenance, or operation of the Improvements. Grantors further agree that they will not change the grade of the Premises without approval of the City.

SECTION FIVE WARRANTY OF TITLE

Grantors covenants that they are the owners of the Premises and have the right, title and capacity to grant the Easement granted herein.

Project Name: Rock Creek Channel Improvements
Address: 5136 W. 60th Terr.

SECTION SIX
RESTORATION OF SURFACE

Grantee, its agents, successors and assigns shall, as soon as practicable, after construction of the Improvements and all subsequent alterations and repairs thereto, reasonably restore the property to the conditions set out in the project plans and specifications.

SECTION SEVEN
EFFECT OF AGREEMENT

This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Project Name: Rock Creek Channel Improvements
Address: 5136 W. 60th Terr.

GRANTOR:

Printed Name: Ben Chocie

Printed Name: Ellen Chocie

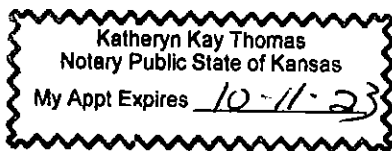
Property Address:
5136 W. 60th Terr.
Mission, KS

ACKNOWLEDGMENT

STATE OF Kansas)
) ss:
COUNTY OF Johnson)

BE IT REMEMBERED, that on this 23rd day of December, 2019
before me, the undersigned, a Notary Public within and for the County and State
aforesaid, came Ben Chocie and Ellen Chocie,
husband and wife, who are personally known to me to be the same persons who executed
the within document of their own free will and accord and have the authority to do so.

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



My Appointment Expires:
10-11-23

Notary Public
Printed Name: Kathryn Kay Thomas

Project Name: Rock Creek Channel Improvements
Address: 5136 W. 60th Terr.

GRANTEE:

CITY OF MISSION, KANSAS,
A Municipal Corporation

By: _____
Ronald E. Appletoft, Mayor

ATTEST:

(SEAL)

Martha Sumrall, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, _____ of the City of Mission, Kansas, and MARTHA SUMRALL, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

Printed Name: _____

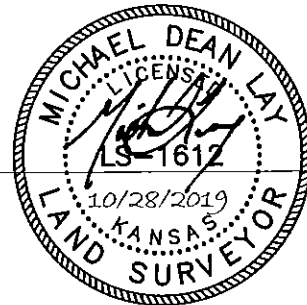
My Appointment Expires:

PERMANENT DRAINAGE EASEMENT:

A tract of land being part of Lot 35, Block 3, MISSION VILLAGE, a subdivision in the City of Mission, Johnson County, Kansas, recorded in Book 13, Page 62, being more particularly described as follows:

Beginning at the Southwest corner of said Lot 35; thence North 21°58'19" East, along the West line of said Lot 35, a distance of 93.37 feet, to the Northwest corner of said Lot 35; thence South 52°36'32" East, departing said West line, along the North line of said Lot 35, a distance of 67.73 feet; thence South 60°00'11" West, departing said North line, a distance of 97.50 feet, to a point on the South line of said Lot 35; thence North 52°36'43" West, along said South line, a distance of 5.42 feet, to the Point of Beginning, containing 3,291.87 square feet, or 0.076 acres, more or less.

This is to certify that this real property legal description has been prepared by me or under my direct supervision.



Michael D. Lay
Kansas Land Surveyor No. 1612



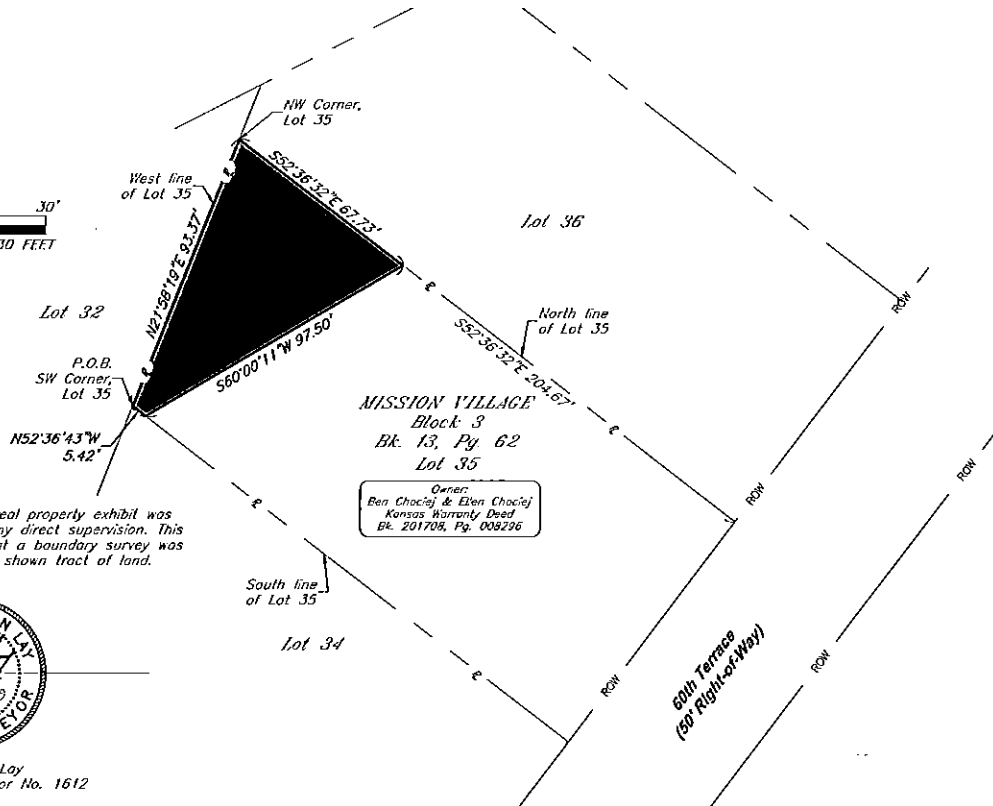
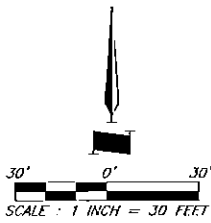
9801 Renner Boulevard
Lenexa, Kansas 66219
913.492.0400
www.gbateam.com
mlay@gbateam.com

PROJECT NUMBER
14321.00

DATE
09/23/2019

TITLE
Exhibit "A"
Permanent Drainage Esmt.
City of Mission, JoCo., KS

SHEET NUMBER
1 of 2



This is to certify that this real property exhibit was prepared by me or under my direct supervision. This exhibit does not warrant that a boundary survey was performed upon the hereon shown tract of land.



Michael D. Lay
Kansas Land Surveyor No. 1612

MISSION VILLAGE
Block 3
Bk. 13, Pg. 62
Lot 35

Owner:
Ben Chociej & Elen Chociej
Kansas Warranty Deed
Bk. 201708, Pg. 009296

60th Terrace
(80' Right-of-Way)

City of Mission, Kansas
City Engineer, Ruben
Lorenz, Kansas 66210
613.402.6400
mlay@cityofmission.com



TITLE
Exhibit "A"
Permanent Drainage Easement
City of Mission, Johnson County, Kansas

PROJECT NUMBER
14321.00

DATE
09/23/2019

SHEET NUMBER

2 of 2

Denotes Permanent Drainage Easement 3,291.87 Square Feet P.O.B. -- Point of Beginning

Project Name: Rock Creek Channel Improvements

PERMANENT DRAINAGE EASEMENT

THIS AGREEMENT, made and entered into this 4th day of December, 2019, by and between **Mission Bank Building, L.L.C.**, a Kansas Limited Liability Corporation, hereinafter called Grantor, and the **CITY OF MISSION, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

**SECTION ONE
GRANT OF PERMANENT EASEMENT**

In consideration of One and No/100 Dollar (\$1.00), in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made (including but not limited to increased water run-off or drainage; change of grade; loss of trees and landscaping; and erosion); receipt of which is hereby acknowledged, the Grantor hereby grants and conveys to the Grantee, its successors and assigns, a permanent drainage easement ("Easement") with reasonable rights to ingress and egress in, on, over, under and through the following described real estate ("Premises"), for the purpose of laying, constructing, excavating, operating, inspecting, altering, repairing, replacing, substituting, relocating, adding to, removing and maintaining a culvert, storm sewer, drainage ditch, drainage channel/water course or other drainage facility tributary connections and appurtenant work in any part of said easement ("Improvements"), including the right to clean, repair, replace and care for said Improvements, together with the right of access in, on, over, under and through

Project Name: Rock Creek Channel Improvements

said easement for said purposes, said easement more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

SECTION TWO TERM

The rights granted herein shall be possessed and enjoyed by the Grantee, its successors and assigns, so long as the Improvements and appurtenances constructed pursuant hereto shall be maintained and operated by the Grantee, its successors and assigns.

SECTION THREE ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right to change the drainage channel/water course and to install additional storm sewer and/or drainage lines or replace said lines with a larger line in the Easement at some future date and under the same conditions as the original drainage line was installed, except no additional payment shall be made for said right.

Grantee and its employees and agents shall have free access to the Premises, using such reasonable route as Grantor may designate or approve.

SECTION FOUR CONDITIONS

Grantor shall not construct or permit to be constructed any permanent house or structure, landscaping, trees, or obstruction on or over or interfering with the construction, maintenance, or operation of the Improvements. Grantor further agrees that he/she will not change the grade of the Premises without approval of the City.

SECTION FIVE WARRANTY OF TITLE

Grantor covenants that he/she is the owner of the Premises and has the right, title and capacity to grant the Easement granted herein.

Project Name: Rock Creek Channel Improvements

SECTION SIX
RESTORATION OF SURFACE

Grantee, its agents, successors and assigns shall, as soon as practicable, after construction of the Improvements and all subsequent alterations and repairs thereto, reasonably restore the property to the conditions set out in the project plans and specifications.

SECTION SEVEN
EFFECT OF AGREEMENT

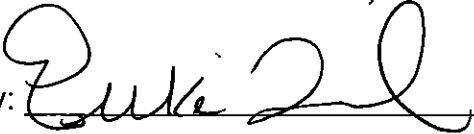
This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Project Name: Rock Creek Channel Improvements

GRANTOR:

MISSION BANK BUILDING, L.L.C.

By: 

Printed Name: Erika Feingold

Title: Manager

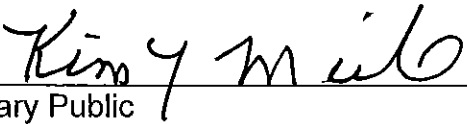
ACKNOWLEDGMENT

STATE OF Kansas)
) ss:
COUNTY OF Johnson)

BE IT REMEMBERED, that on this 4 day of December, 2019, before me, the undersigned, a Notary Public within and for the County and State aforesaid, came Erika Feingold, who stated he/she is the manager of MISSION BANK BUILDING, L.L.C., who is personally known to me to be the same person who executed the within document of his/her own free will and accord and has the authority to do so.

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

Kim Y. Miele
Notary Public
State of Kansas
My Appt. Expires 1-30-23


Notary Public

Printed Name: Kim Y Miele

My Appointment Expires:
1-30-23

Project Name: Rock Creek Channel Improvements

GRANTEE:

CITY OF MISSION, KANSAS,
A Municipal Corporation

By: _____
Ronald E. Appletoft, Mayor

ATTEST:

(SEAL)

Martha Sumrall, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____ of the City of Mission, Kansas, and MARTHA SUMRALL, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

Printed Name: _____

My Appointment Expires:

PERMANENT DRAINAGE EASEMENT (PDE):

A tract of land being part of Lots 20, 21, 22, and 23, Block 5, MISSION VILLAGE, a subdivision in the City of Mission, Johnson County, Kansas, recorded in Book 35, Page 26, being more particularly described as follows:

Commencing at the Northeast corner of said Lot 22; thence North 64°50'18" East, along the Southerly Right-of-Way line of Martway Street, as now established, a distance of 30.06 feet, to the Point of Beginning; thence North 64°50'18" East, continuing along said Southerly Right-of-Way line, a distance of 59.94 feet, to a point on the East line of a tract of land described in a Kansas General Warranty Deed, recorded in Book 6623, Page 703, said line being 10' West of and parallel to the East line of said Lot 23; thence South 25°19'17" East, departing said Southerly Right-of-Way line, along said East line, a distance of 185.86 feet, to a point on the South line of said Lot 23; thence South 64°40'42" West, departing said East line, along said South line, and along the South line of said Lots 22 and 21, a distance of 281.84 feet; thence South 40°50'37" West, continuing along the South line of said Lots 21 and 20, a distance of 112.92 feet, to a point on the East line of Lot 4, MISSION MART, a subdivision in said City, County, and State, recorded in Book 201512, Page 779; thence North 25°09'42" West, departing said South line, along the East line of said Lot 4, a distance of 80.40 feet; thence North 47°00'24" East, departing said East line, a distance of 99.59 feet; thence North 64°40'42" East, a distance of 227.83 feet; thence North 24°15'29" West, a distance of 121.05 feet, to the Point of Beginning, containing 33,325.15 square feet, or 0.765 acres, more or less.

This is to certify that this real property legal description has been prepared by me or under my direct supervision.

Michael D. Lay
Kansas Land Surveyor No. 1612



GBA
architects
engineers

9801 Renner Boulevard
Lenexa, Kansas 66219
913.492.0400
www.gbateam.com
mlay@gbateam.com

PROJECT NUMBER

14321.00

DATE

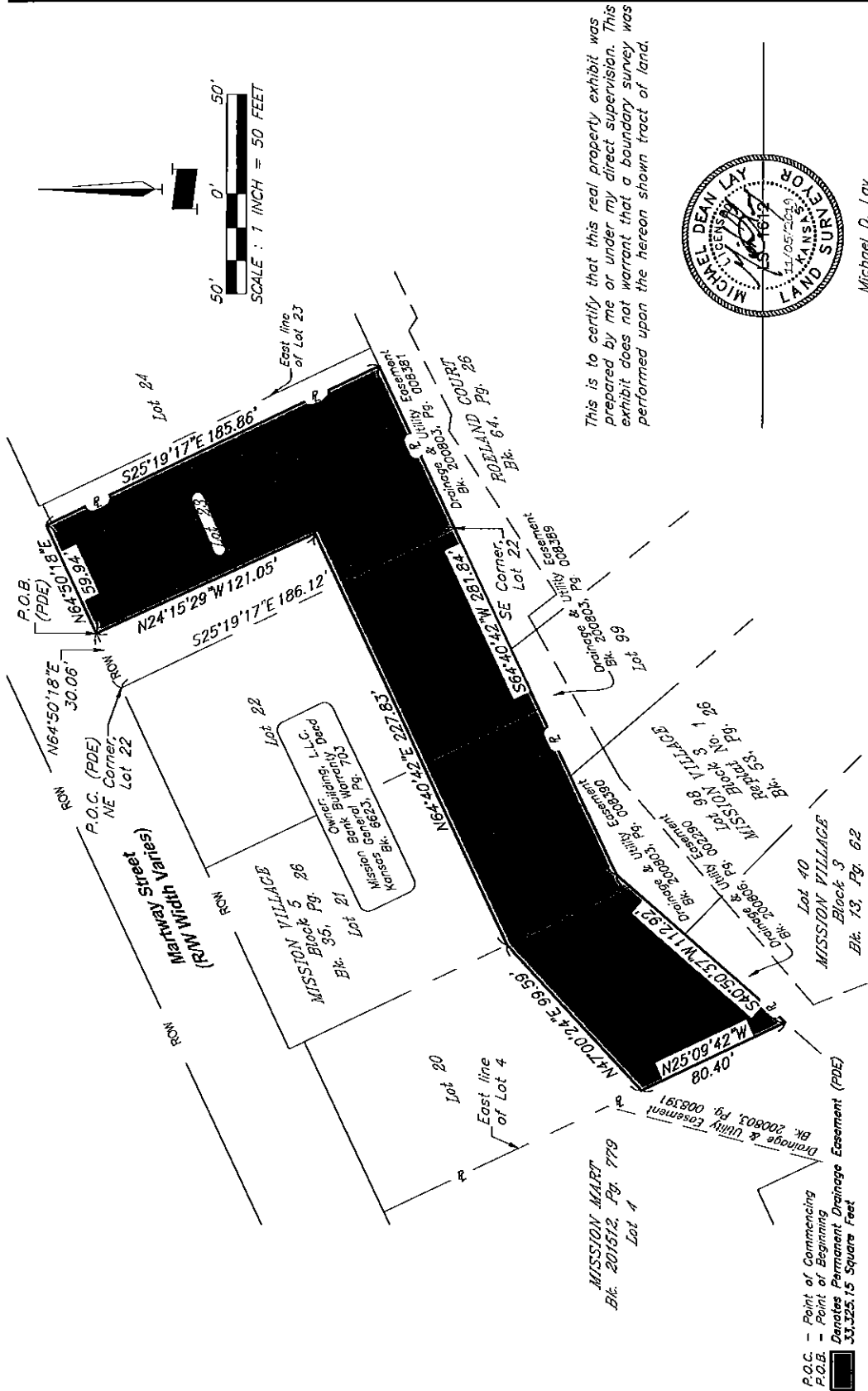
11/05/2019

TITLE

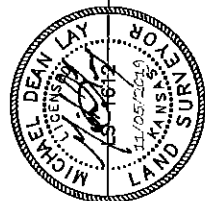
Exhibit "A"
Perm Drainage Esmt.
City of Mission, JoCo., KS

SHEET NUMBER

1 of 2



This is to certify that this real property exhibit was prepared by me or under my direct supervision. This exhibit does not warrant that a boundary survey was performed upon the hereon shown tract of land.



Michael D. Loy
 Kansas Land Surveyor No. 1612

P.O.C. - Point of Commencing
 P.O.B. - Point of Beginning
 Denotes Permanent Drainage Easement (PDE)
 33,325.15 Square Feet

Project Name: Rock Creek Channel Improvements

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this 4th day of December, 2019, by and between **Mission Bank Building, L.L.C.**, a Kansas Limited Liability Corporation, hereinafter called Grantor, and the **CITY OF MISSION, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the sum of One and No/100 Dollar (\$1.00) and other good and valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made (including but not limited to access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan) the sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate (the "Premises"), to wit:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing and inspecting the Rock Creek Channel Improvements, according to the plans thereof (the "Project"). This Temporary Construction Easement includes the right of ingress and egress in, on, over, under and through the Premises.

This Temporary Construction Easement shall commence upon the date hereof and shall expire at the earliest of: (i) two years after completion of the Project, or (ii) December 31, 2023.

Grantor reserves the right to use and enjoy the Premises except for such use as may unreasonably interfere with the exercise by Grantee of the rights granted herein.

After completion of the Project, Grantee shall reasonably restore the Premises and any improvements therein to the conditions set out in the Project plans and specifications. Said improvements within the temporary construction easement shall be permanent.

Grantee agrees to restore the Premises by seeding, replacement of sod or paving as set out in the Project plans and specifications. Grading within the temporary construction easement may result in a permanent grade change.

Grantor covenants that he/she is the owner of the Premises and has the right, title and capacity to grant the easements herein conveyed.

This agreement is binding upon the heirs, executors, administrators, successors and assigns of Grantor and Grantee, and it is understood that this agreement cannot be changed or altered in any way except by writing, signed by both Grantor and Grantee.

TO THESE COVENANTS, Grantor hereby consents and agrees.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.

GRANTOR:

MISSION BANK BUILDING, L.L.C.

By: Erika Feingold

Printed Name: Erika Feingold

Title: Manager

ACKNOWLEDGMENT

STATE OF Kansas)
) SS:
COUNTY OF Johnson)

BE IT REMEMBERED, that on this 4 day of December, 2019, before me, the undersigned, a Notary Public within and for the County and State aforesaid, came Erika Feingold, who stated he/she is the MANAGER of **MISSION BANK BUILDING, L.L.C.**, who is personally known to me to be the same person who executed the within document of his/her own free will and accord and has the authority to do so.

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

Kim Y. Miele
Notary Public
State of Kansas
My Appt. Expires 1-30-23

Kim Y Miele
Notary Public

Printed Name: Kim Y miele

My Appointment Expires:
1-30-23

GRANTEE:

**CITY OF MISSION, KANSAS,
A Municipal Corporation**

By: _____
Ronald E. Appletoft, Mayor

ATTEST:

(SEAL)

Martha Sumrall, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)) ss:
))
COUNTY OF JOHNSON))

BE IT REMEMBERED, that on this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, _____ of the City of Mission, Kansas, and MARTHA SUMRALL, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

Printed Name: _____

My Appointment Expires:

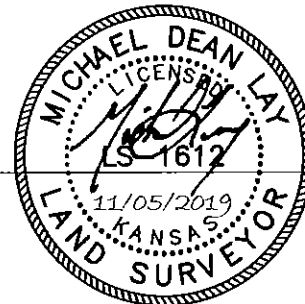
TEMPORARY CONSTRUCTION EASEMENT (TCE):

A tract of land being part of Lots 20, 21, 22, and 23, Block 5, MISSION VILLAGE, a subdivision in the City of Mission, Johnson County, Kansas, recorded in Book 35, Page 26, being more particularly described as follows:

Beginning at the Northeast corner of said Lot 22; thence North 64°50'18" East, along the Southerly Right-of-Way line of Martway Street, as now established, a distance of 30.06 feet; thence South 24°15'29" East, departing said Southerly Right-of-Way line, a distance of 121.05 feet; thence South 64°40'42" West, a distance of 227.83 feet; thence South 47°00'24" West, a distance of 99.59 feet, to a point on the East line of Lot 4, MISSION MART, a subdivision in said City, County, and State, recorded in Book 201512, Page 779; thence North 25° 09'39" West, along said East line, a distance of 43.00 feet; thence North 64°24'40" East, departing said East line, a distance of 294.79 feet, to a point on the East line of said Lot 22; thence North 25°19'17" West, along said East line, a distance of 106.97 feet, to the Point of Beginning, containing 8,903.21 square feet, or 0.204 acres, more or less.

This is to certify that this real property legal description has been prepared by me or under my direct supervision.

Michael D. Lay
Kansas Land Surveyor No. 1612



9801 Renner Boulevard
Lenexa, Kansas 66219
913.492.0400
www.gbateam.com
mlay@gbateam.com

PROJECT NUMBER
14321.00
DATE
11/05/2019

TITLE
Exhibit "A"
Temp. Construction Esmt.
City of Mission, JoCo., KS

SHEET NUMBER
1 of 2

Project Name: Rock Creek Channel Improvements
Address: Park N' Ride (Mission Village Block 5, Lot 24)

PERMANENT DRAINAGE EASEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the **CITY OF MISSION, KANSAS** hereinafter called Grantor, owner of the real property herein described, and the **CITY OF MISSION, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

**SECTION ONE
GRANT OF PERMANENT EASEMENT**

In consideration of One and No/100 Dollar (\$1.00), in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made (including but not limited to increased water run-off or drainage; change of grade; loss of trees and landscaping; and erosion), receipt of which is hereby acknowledged, the Grantors hereby grant and convey to the Grantee, its successors and assigns, a permanent drainage easement ("Easement") with reasonable rights to ingress and egress in, on, over, under and through the following described real estate ("Premises"), for the purpose of laying, constructing, excavating, operating, inspecting, altering, repairing, replacing, substituting, relocating, adding to, removing and maintaining a culvert, storm sewer, drainage ditch, drainage channel/water course or other drainage facility tributary connections and appurtenant work in any part of said easement ("Improvements"), including the right to clean, repair, replace and care for said Improvements, together with the right of access in, on, over, under and through

Project Name: Rock Creek Channel Improvements
Address: Park N' Ride (Mission Village Block 5, Lot 24)

said easement for said purposes, said easement more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

SECTION TWO TERM

The rights granted herein shall be possessed and enjoyed by the Grantee, its successors and assigns, so long as the Improvements and appurtenances constructed pursuant hereto shall be maintained and operated by the Grantee, its successors and assigns.

SECTION THREE ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right to change the drainage channel/water course and to install additional storm sewer and/or drainage lines or replace said lines with a larger line in the Easement at some future date and under the same conditions as the original drainage line was installed, except no additional payment shall be made for said right.

Grantee and its employees and agents shall have free access to the Premises, using such reasonable route as Grantor may designate or approve.

SECTION FOUR CONDITIONS

Grantors shall not construct or permit to be constructed any permanent house or structure, landscaping, trees, or obstruction on or over or interfering with the construction, maintenance, or operation of the Improvements. Grantors further agree that they will not change the grade of the Premises without approval of the City.

SECTION FIVE WARRANTY OF TITLE

Grantors covenants that they are the owners of the Premises and have the right, title and capacity to grant the Easement granted herein.

Project Name: Rock Creek Channel Improvements
Address: Park N' Ride (Mission Village Block 5, Lot 24)

2

SECTION SIX
RESTORATION OF SURFACE

Grantee, its agents, successors and assigns shall, as soon as practicable, after construction of the Improvements and all subsequent alterations and repairs thereto, reasonably restore the property to the conditions set out in the project plans and specifications.

SECTION SEVEN
EFFECT OF AGREEMENT

This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Project Name: Rock Creek Channel Improvements
Address: Park N' Ride (Mission Village Block 5, Lot 24)

GRANTOR:

CITY OF MISSION, KANSAS,
A Municipal Corporation

By: _____
Ronald E. Appletoft, Mayor

ATTEST:

Property Address:
5122 W. 60th Terr.
Mission, KS

ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public within and for the County and State aforesaid, came _____, _____ of the City of Mission, Kansas, and MARTHA SUMRALL, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

Printed Name: _____

My Appointment Expires:

Project Name: Rock Creek Channel Improvements
Address: Park N' Ride (Mission Village Block 5, Lot 24)

GRANTEE:

CITY OF MISSION, KANSAS,
A Municipal Corporation

By: _____
Ronald E. Appletoft, Mayor

ATTEST:

(SEAL)

Martha Sumrall, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, _____ of the City of Mission, Kansas, and MARTHA SUMRALL, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

Printed Name: _____

My Appointment Expires:

City of Mission	Item Number:	7.
ACTION ITEM SUMMARY	Date:	February 5, 2020
Administration	From:	Emily Randel

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

RE: City Hall Workspace Renovation

RECOMMENDATION: Review and approve a bid for City Hall remodeling work in an amount not to exceed \$30,000.

DETAILS: Following the Council’s approval of a new Planner position in the Community Development Department, an additional workspace is required in City Hall. In looking at the current configurations of workspace, staff has identified a set of improvements that will make better use of the existing area adjacent to Council Chambers, and create a pleasant and functional workspace on the western side of the office space at City Hall.

The proposal is to convert the underutilized small meeting room into an office for the Payroll / Benefits Specialist, allowing the new Planner to occupy the existing office on the east side of the building. The project proposed below will add windows to maximize natural light in the space, and removes the false wall and roll-up window that currently divide the space. The counter area is not often used by the public, and staff feels that minimizing the number of contact points in the City Hall lobby reduces confusion on the part of visitors.

Bids were secured from four contractors, but with the variety of bid amounts and project details that came back, staff will be working with the contractors to refine the bids to ensure we can present an “apples to apples” comparison to the Committee. Final cost estimates will be available prior to the Committee meeting.

This project is separate from any of the proposed recommendations put forward in the space needs analysis undertaken in 2019. It is intended to be a response to an immediate need resulting from the addition of an FTE position, and one that will make use of existing under utilized space. This work was not included in the 2020 budget.

CFAA CONSIDERATIONS/IMPACTS: The renovations will not create major changes in the existing space. However, the project will allow for greater ease of movement within the area, and the new door will be lighter, with a panic release exit mechanism on the new door, at the height directed by the American’s with Disabilities Act.

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

City of Mission	Item Number:	8.
DISCUSSION ITEM SUMMARY	Date:	February 5, 2020
Administration	From:	Emily Randel

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

RE: Mission Market 2020 Season Preview

DETAILS: The Mission Market will host its sixth season in 2020. Staff provided a review of the 2019 season with the Community Development Committee in October. Moving from what was determined to be a very successful season in 2019, staff is focused on maintaining that success in 2020, with a few proposed improvements. The minor changes are suggested to help with administration of the market and to build consistency for patrons week to week.

Programming proposed for 2020:

- A 13-Thursday season, June 4 - August 27, 4:30-8:00 p.m.
- A shift away from the “Third Thursday” model with a strong set of vendors and music and beer garden each week.
- Special events continue throughout the season.

Staff plan to manage the market budget to allow for a change in staffing to have additional paid staff assist with set-up. That process has been completed with a market coordinator and varying support from full time staff or volunteers. In 2020, staff would like to offer two part time paid shifts from 2:00-5:00 p.m. each week for reliable support during set-up, and to assist in parking the market vendors safely. Staff believe this can be accomplished within the existing market budget, with a shift away from paying the larger music acts on Third Thursdays, and by adjusting sponsorship levels.

Funding adjustments proposed for 2020 and the future:

- Staffing for market set-up and crossing guard services.
- Enhanced sponsorship opportunities.
- Additional temporary picnic table seating each week and a budget proposal for 2021 for additional concrete pads and permanent tables through the site.

CFAA IMPACTS/CONSIDERATIONS: The Mission Market provides a centrally located option for locally sourced food and a gathering space for people of all ages to connect with their neighbors. The market site is connected to surrounding neighborhoods and nearby shopping areas by the accessible Rock Creek Trail. Additional picnic table seating will provide more comfortable options for people to stay at the market longer.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	01-09-208-16
Available Budget:	\$10,000

City of Mission	Item Number:	9.
DISCUSSION ITEM SUMMARY	Date:	February 5, 2020
Administration	From:	Laura Smith

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

RE: Review of policies and procedures regarding snow removal from sidewalks

DETAILS: The last time the City Council had a comprehensive discussion regarding snow removal on sidewalks was 2010. At that time the existing ordinance that required property owners to remove snow within five (5) hours of a snow event was repealed and a resolution “encouraging” removal was adopted.

In addition to the conversation regarding the requirement for private property owners, the City also discussed areas in and around the two local elementary schools and incorporated the standards adopted into the Public Works Snow Plan.

Resolution 786, the minutes of the February 10, 2010 Community Development Committee and the current Public Works Snow Plan document are included in the packet for review and discussion purposes.

Councilmember Thomas has requested that the Committee discuss the potential of the City taking on additional responsibilities for clearing sidewalks along 51st Street, east of Lamar. This will also provide an opportunity for the Council to review any other issues or questions related to snow removal policies and procedures.

CFAA IMPACTS/CONSIDERATIONS: Snow removal policies can assist in ensuring that sidewalks and trails are cleared in a timely manner to ensure access and safe walking conditions for residents of all ages and abilities.

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

RESOLUTION NO. 786

A RESOLUTION ESTABLISHING POLICY REGARDING SNOW AND ICE REMOVAL ON SIDEWALKS.

WHEREAS, previous ordinances regarding snow and ice removal on City sidewalks have proven difficult to enforce; and

WHEREAS, the severity, duration, and other factors regarding snow and ice storms contribute to the complexities of determining a "proper" time for snow and ice removal; and

WHEREAS, plowing and other street maintenance activities during snow and ice events may in fact contribute to snow and ice accumulations upon the sidewalks.

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

SECTION 1. Owners of property adjacent to public right-of-way or easement upon which a public sidewalk is located are encouraged to remove snow, ice and other debris therefrom;

SECTION 2. The Public Works Department should make a concerted effort to keep trails and public sidewalks around schools clear of snow and ice in conjunction with any street snow removal actions.

SECTION 3. City Staff should make every effort to encourage citizens to shovel their sidewalks using standard and electronic media and outreach efforts, such as through the City's newsletter, webpage, and social networking presence.

ADOPTED by the Governing Body of the City of Mission, Kansas, this 17th day of February 2010.

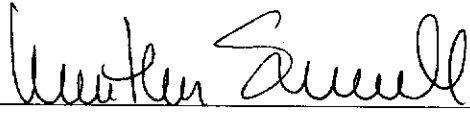
APPROVED by the Mayor, this 17th day of February, 2010.



LAURA McCONWELL, Mayor

(SEAL)

ATTEST:



Martha Sumrall, City Clerk

APPROVED AS TO FORM ONLY:



David Martin, City Attorney

**MINUTES OF THE COMMUNITY DEVELOPMENT COMMITTEE
FEBRUARY 3, 2010, CITY OF MISSION**

**COMMUNITY DEVELOPMENT DEPARTMENT, MARTIN RIVAROLA
Snow Removal Ordinance**

Mr. Rivarola noted that City currently has an ordinance regarding the removal of snow and ice from sidewalks. However, the current ordinance is difficult to enforce and does not match the City's current operations. He pointed out that Section 515.090 (Snow and Ice to be Removed) and Section 515.100 (Snow and Ice: Removal by the City) currently require residents to remove snow and ice within 5 hours after the snow has fallen or ice has accumulated. If this is not accomplished, the City has the authority to remove the snow and assess the costs back to the property owner.

Mr. Rivarola presented an ordinance and a resolution which would amend City code by removing those sections of the code deemed to be "unenforceable" and adopting a resolution which would encourage property owners and/or residents to clear the snow and ice from sidewalks. There would be no mandate or requirement to remove snow by abutting property owners.

Councilmember Schowengerdt noted that snow plow activity often increased the difficulty of shoveling sidewalks. Councilmember Andre agreed and asked what current policy stated regarding removal of snow from city trails. Mr. Scanlon replied that the City will remove snow from municipal trails in the future.

Councilmember Andre stressed that he would be in favor of the ordinance and resolution as long as trails were given equal priority with streets. He added that sidewalks around schools should be cleared by Public Works to allow children to walk to school, and further advocated that the City engage in more publicity efforts to educate citizens about the new changes and encourage voluntary snow removal. Mr. Scanlon noted that changes would be made in the proposed resolution to reflect Councilmember Andre's concerns.

The Snow Angels program was discussed as an opportunity to help encourage neighborliness and voluntary snow removal.

Councilmember Andre recommended that the Ordinance repealing certain sections of City Code (515.090) and (515.100) and the Resolution for Municipal Policy regarding snow and ice removal from sidewalk be forwarded to Council for approval. All on the committee agreed. This will be a consent agenda item.

**PARKS AND RECREATION DEPARTMENT, CHRISTY HUMERICKHOUSE
2010 Super Pool Pass Interlocal Agreement**

Ms. Humerickhouse provided an overview of the 2010 interlocal agreement for the Super Pool Pass and noted that as in 2009, the "Super Pool Pass" will be offered by each participating City as an additional option to "qualified patrons" only of that City who are purchasing a family or individual season pass to that City's Pool Facility. Qualified Patron means 1 – a resident of the City, and 2 – a non-resident of the City who has purchased a pool membership in the City for the immediately preceding two years.

Ms. Humerickhouse added that the cost of a Super Pool Pass would be \$30 per up to five (5) person family category with an additional charge of \$5 for each additional family member, and \$15 per

2019-2020 Snow Season Plan



Public Works Department

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Procedural Review & Training

Procedural Review

- Crew and Shift Assignments
- Plowing and Spreading Routes
- On-Call Procedure -
 - 2 Hour Window
 - Cell phones on and waiting
- Working with Police (Command Staff Contact Info in the following pages)

Equipment Operation and Maintenance

- Trucks
- Plows
- Spreaders and Their Controls
- Loading Salt
- Radio Communication
- Vehicle / Equipment Repairs Procedure
- Preventive Maintenance
 - Cleaning vehicles / equipment

Salt Application Procedures

- How Salt Works
- How and When to Salt
- Anti-Icing vs. Deicing
- Application Rates
- Storm Conditions (Detailed on Next Page)
- Special Deicing Problems (Bridges, Elevated Curve, Ramps, Intersections)

On the Job Safety

- Vehicle and Equipment Pre-Trip Checks
- Safety Practices
- Dealing with the Public
- Assisting Motorists

Weather Conditions & Strategy

Condition 1

Temperature: Near 30

Precipitation: Snow, sleet or freezing rain

Road Surface: Wet

If snow or sleet, apply salt at 500 lb per two-lane mile. If snow or sleet continues and accumulates, plow and salt simultaneously. If freezing rain, apply salt at 200 lb per two-lane mile. If rain continues to freeze, re-apply salt at 200 lb per two-lane mile. Consider anti-icing procedures.

Condition 2

Temperature: 30 or Falling

Precipitation: Snow, sleet or freezing rain

Road Surface: Wet or Sticky

Apply salt at 300-800 lb per two-lane mile, depending on the rate of accumulation. If the snowfall continues to accumulate, plow and repeat the salting process. If freezing rain, apply salt at 200-400 lb per two-lane mile. Consider anti-icing procedures as warranted.

Condition 3

Temperature: Below 20 and falling

Precipitation: Dry Snow

Road Surface: Dry

Plow as soon as possible. Don't apply salt. Continue to plow and patrol keeping an eye for wet, packed or icy spots; treat any of these with heavy salting applications.

Condition 4

Temperature: Below 20

Precipitation: Snow, sleet or freezing rain

Road Surface: Wet

Apply salt at a rate of 600-800 lb per two-lane mile, as required. If the snow or sleet continues and accumulates, plow and salt simultaneously. If temperature starts to rise, apply salt at 500-600 lb per two-lane mile, wait for salt to react before plowing. Continue until safe pavement is obtained.

Condition 5

Temperature: Below 10

Precipitation: Snow or freezing rain

Road Surface: Accumulation of packed snow or ice

Apply Salt at rate of 800 lb per two-lane mile or salt-treated abrasives at rate of 1500 to 2000 lb per two-lane mile. When snow or ice becomes mainly slush, plow. Repeat application and plowing as necessary.

Crew & Shift Assignments

Public Works Snow Removal		
Shift Assignments		
November 2019 - March 2020		
Contact Information		
Name	Title	
Brent Morton	Superintendent of Public Works	
Celia Duran	Director of Public Works	
Snow Crew 1		
Name	Route	Truck #
Jeffery Mull*	Route A- Arterial	630
Jim Bradley	Route B- Arterial	574
Jay Webb/Aaron Luna	Route 1- North Side Residential	315/786
Jorge Martinez	Route 2- South Side Residential	397
Snow Crew 2		
Name	Route	Truck #
Alex Gonzalez	Route A- Arterial	397
Brent Moore	Route B- Arterial	574
Jay Webb/Aaron Luna	Route 1- North Side Residential	315
Victor Lopez	Route 2- South Side Residential	630
Jeremy Garcia	Route 1-2 North & South Res	786
* designates Snow Crew Leader		
Shift Information		
Month	Day (7am-7pm)	Night (7pm-7am)
November	Snow Crew 1	Snow Crew 2
December	Snow Crew 2	Snow Crew 1
January	Snow Crew 1	Snow Crew 2
February	Snow Crew 2	Snow Crew 1
March	Snow Crew 1	Snow Crew 2

Vehicle/Plow Route Descriptions & Maps

1-Ton Truck Route # 1

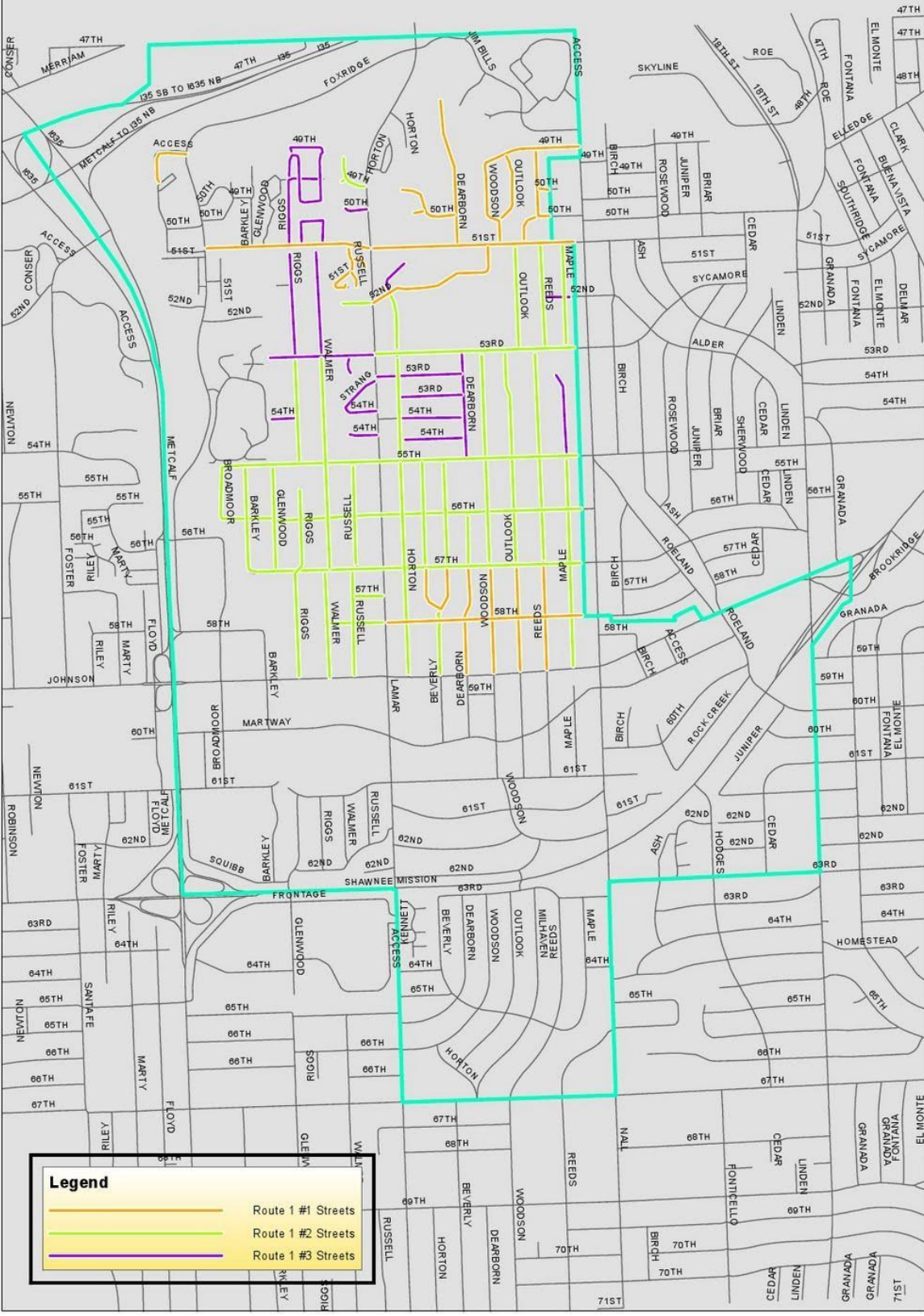
Main Streets need to be completed first. Driver needs to keep on top of main streets, and it takes passes in both directions. Then the driver can proceed on with the rest of the North side streets.

Main Streets

- Streamway Dr.
- 51st St.
- Lincolnshire – Russell St. off of 51st St.
- Reeds Rd. – North of 51st St.
- 50th Ter. – North of 51st St.
- 50th St. – North of 51st St.
- 49th St.– North of 51st St.
- Outlook St. – North of 51st St.
- Woodson St. – North of 51st St.
- Dearborn St. – North of 51st St.
- Beverly Ln. – Between 57th St, & 58th St.
- Beverly Ave - Between 57th St, & 58th St.
- Dearborn St. – Between 57th St, & Johnson Dr.
- Woodson St. – Between 57th St, & Johnson Dr.
- Outlook St. –Between 57th St, & Johnson Dr.
- Reeds Rd. – Between 57th St, & Johnson Dr.

After the mains are done, it is best to proceed with numbered streets (East / West) all the way to Johnson Drive. Then the driver should proceed on with the named streets. (North / South)

Snow Plow Route 1



1-Ton Truck Route # 2

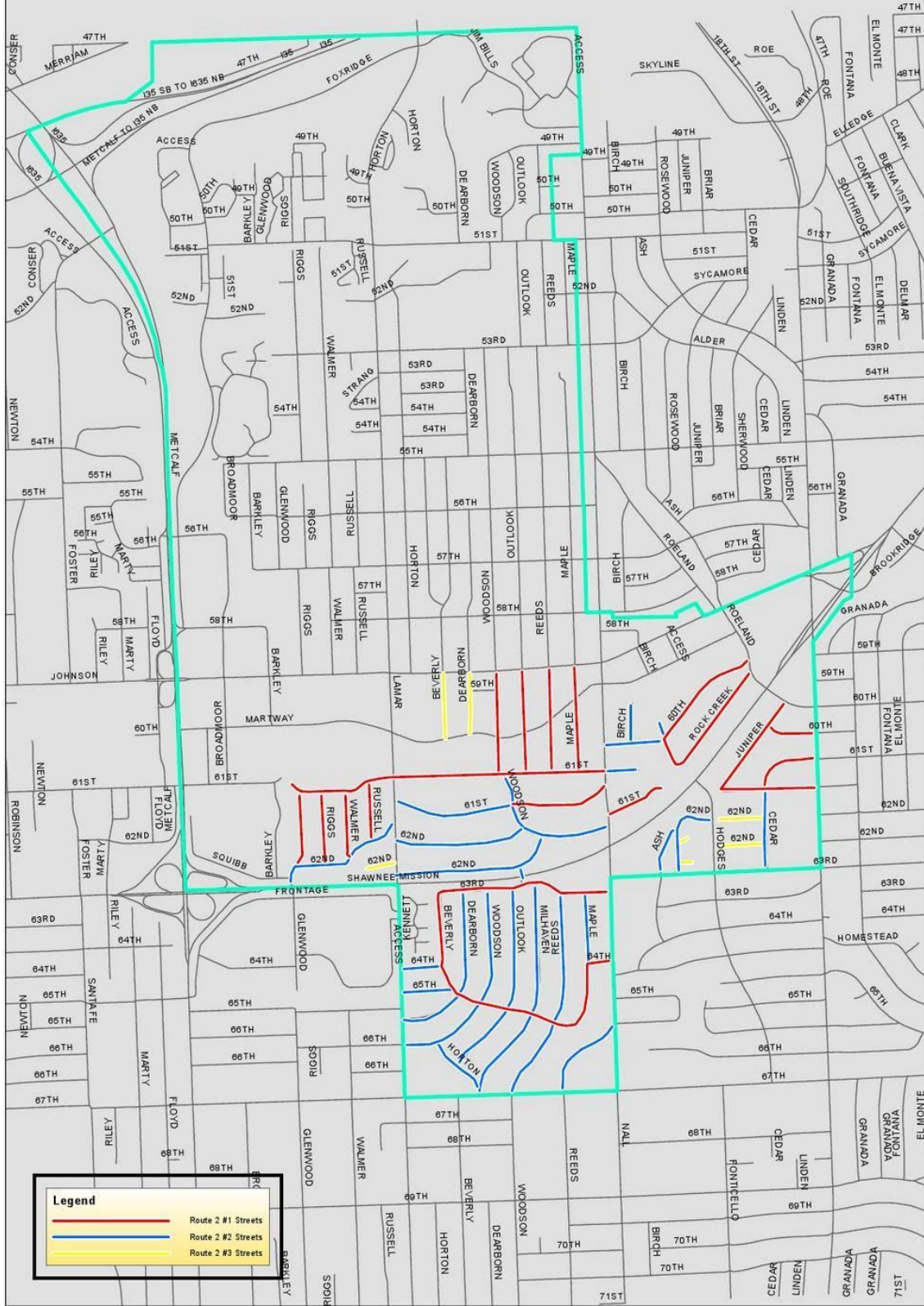
Main Streets need to be completed first. Driver needs to keep on top of main streets, and it takes passes in both directions. Then the driver can proceed on with the rest of the South side streets.

Main Streets

- Woodson St. – Between Johnson dr. & 61st St. (City Hall Area)
- Outlook St. – Between Johnson dr. & 61st St. (City Hall Area)
- Reeds Rd. – Between Johnson dr. & 61st St. (City Hall Area)
- Maple St. – Between Johnson dr. & 61st St. (City Hall Area)
- 61st Street – Between Lamar Ave & Nall Ave (City Hall Area)
- Walmer St. – Between 61st St. & 62nd St.
- Riggs St. – Between 61st St. & 62nd St.
- Glenwood St. – Between 61st St. & 62nd St.
- 61st Ter. – Between Woodson St. & Nall Ave (Countryside)
- 61st Place – Dead end into Bickford Senior Living.
- 60th Ter. – Between Rosewood St. & Roeland Dr. (Rock Creek Area)
- Rock Creek Ln. – Between Rosewood St. & Roeland Dr. (Rock Creek Area)
- Rosewood St. – Between 60th Ter. & Rock Creek Lane. (Rock Creek Area)
- Juniper St. – Between 60th St. & 61st Ter. (Highlands Area)
- 61st Ter. – Between Juniper St. & Roe Ave. (Highlands Area)
- 61st St. – Between 61st Ter. & Roe Ave. (Highlands Area)
- 60th Ter. – Between Juniper St. & Roe Ave. (Highlands Area)

After all the mains are done proceed to finish the rest of the areas.

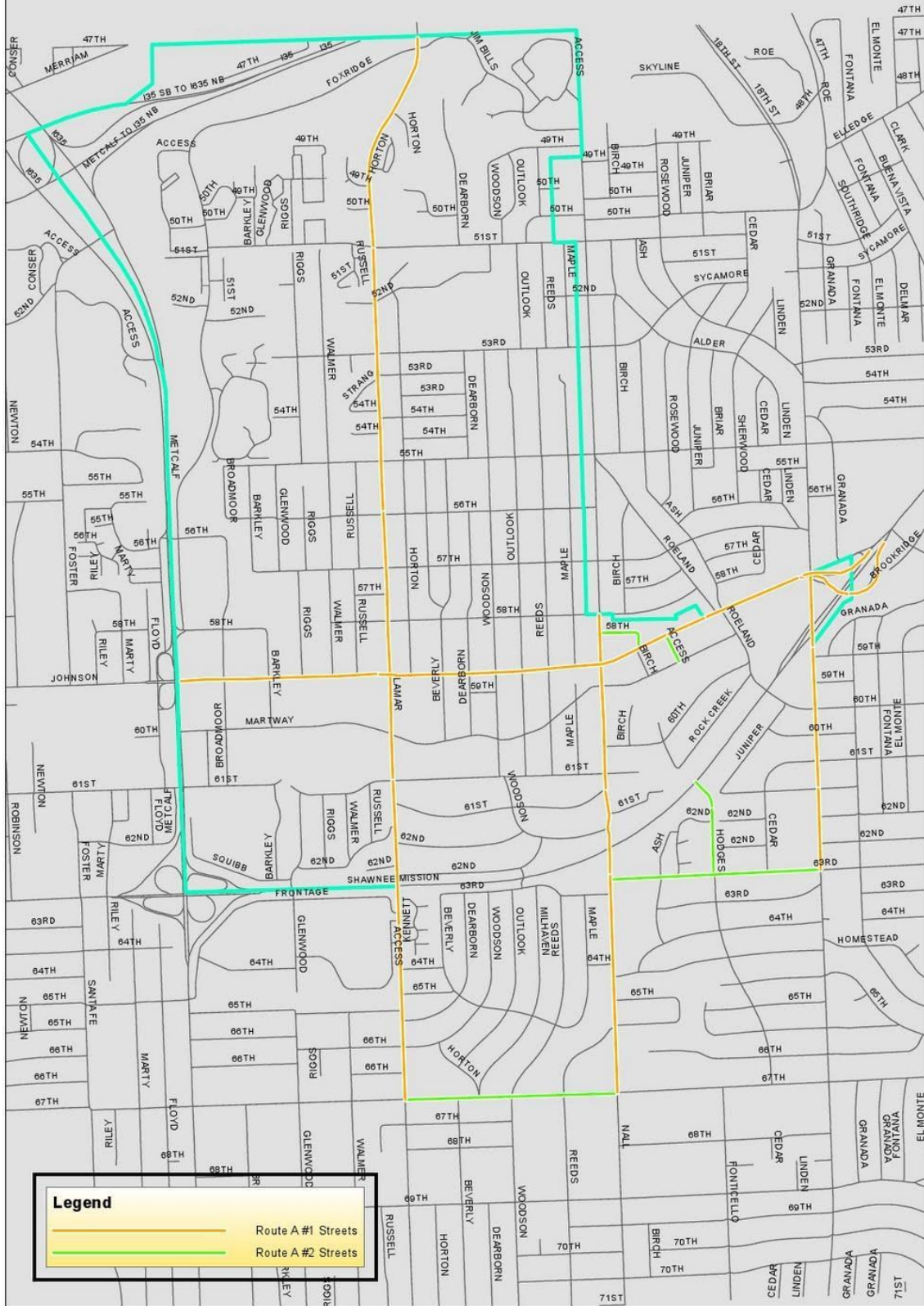
Snow Plow Route 2



2-Ton Truck Route - A

- North on Lamar Ave, at the first bridge make a U – Turn
- Heading back south up Lamar Ave to 67th St.
- East on 67th St. to Nall Ave
- North on Nall Ave to 58th St.
- East on 58th St. to Birch St.
- South on Birch St. to Johnson Dr.
- West on Johnson Dr. to Nall Ave.
- South on Nall Ave. to 67th St.
- West on 67th St. to Lamar Ave.
- North on Lamar Ave. to Shop – Load up with Salt
- South on Lamar Ave. to Johnson Dr.
- West on Johnson Dr. to Metcalf Ave. – U - Turn
- East on Johnson Dr. to Shawnee Mission Parkway – U – Turn
- West on Johnson Dr. to Metcalf Ave. – U – Turn
- Redo in opposite lane / as needed
- North and south lanes of Rosewood St.
- West on Johnson Dr. to Birch St.
- North on Birch St. to 58th St.
- West on 58th St. to Nall Ave.
- South on Nall Ave. to Johnson Dr.
- West on Johnson Dr. to Lamar Ave.
- North on Lamar to Shop – Load up with Salt
- South on Lamar to Johnson Dr.
- East on Johnson Dr. to Roeland Dr.
- South on Roeland Dr. to Roe Ave. (Roeland Dr turns into 60th Ter Heading East)
- South on Roe Ave. to 63rd St.
- West on 63rd St. to Hodges Dr.
- North on Hodges Dr. to Shawnee Mission Parkway – U – Turn
- South on Hodges Dr. to 63rd St.
- West on 63rd St. to Nall Ave. – U – Turn
- East On 63rd St. to Roe Ave.
- North on Roe Ave. to 57th St. – U - Turn (57th St is in Roeland Park)
- South on Roe Ave. to 63rd St. – U – Turn
- Redo in opposite lanes / as needed

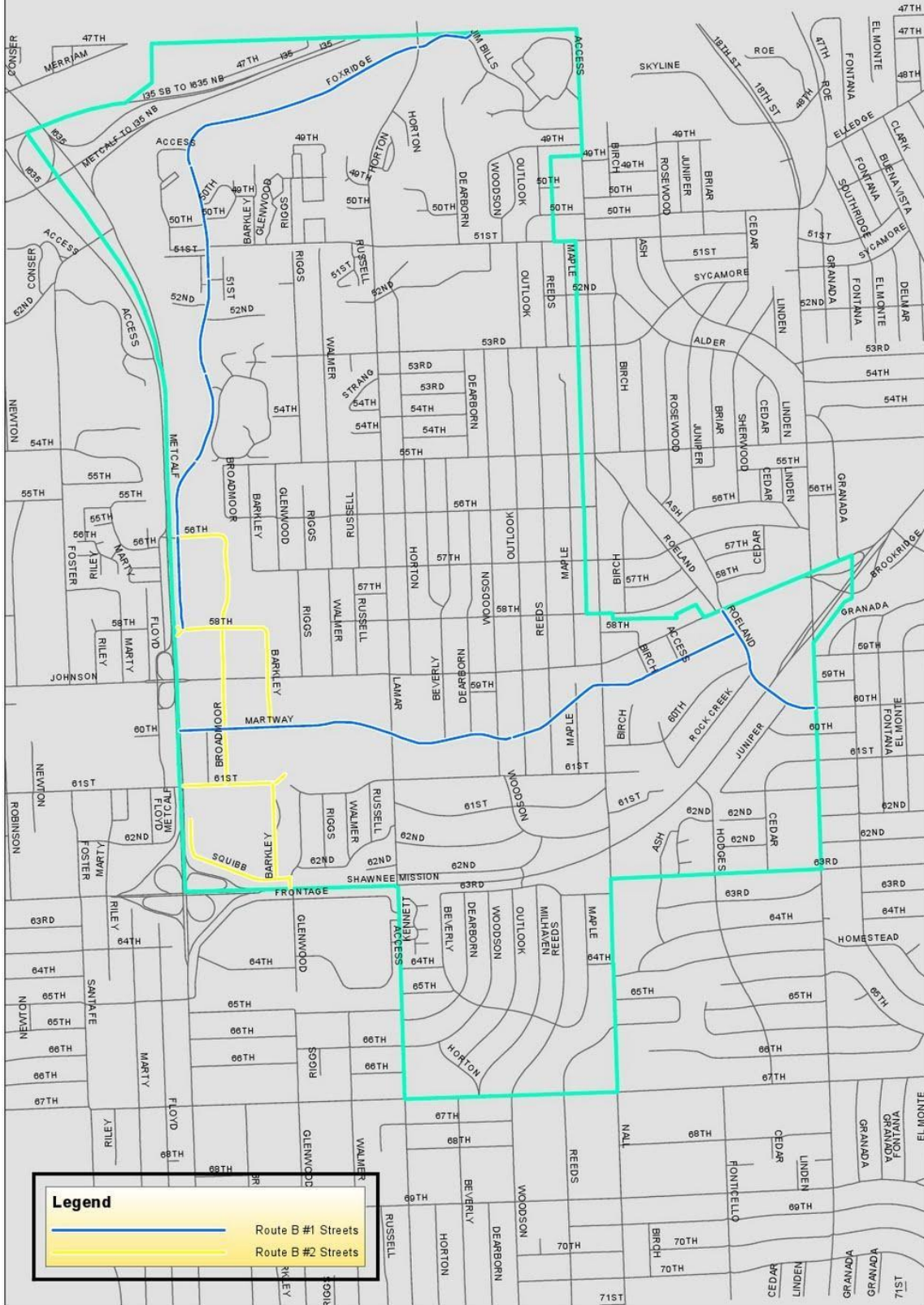
Snow Plow Route A



2-Ton Truck Route - B

- North on Lamar Ave. to Foxridge Dr.
- East on Foxridge to Waste water - U – Turn
- West on Foxridge (turns back South) to 58th St.
- East on 58th St. to Broadmoor St.
- South on Broadmoor St. to 61st St.
- West on 61st St. to Metcalf Ave. – U –Turn
- East on 61st St. to Barkley St.
- South on Barkley St. to Squibb Rd.
- West on Squibb Rd. to Target – U – Turn
- East on Squibb Rd. to Glenwood St. – U - Turn
- West on Squibb Rd. to Barkley St.
- North on Barkley St. to 61st St.
- West on 61st St. to Broadmoor St.
- North on Broadmoor St. to 58th St.
- West on 58th St. to Foxridge Dr.
- North on Foxridge Dr. to Lamar Ave.
- South on Lamar Ave. to Shop – Load up with Salt
- Leaving Shop
- South on Lamar Ave. to Johnson Dr.
- West on Johnson Dr. to Barkley St.
- South on Barkley St. to Martway St. – U – Turn (Hy-Vee Parking lot)
- North on Barkley St. to 58th St.
- West on 58th St. to Broadmoor St.
- North on Broadmoor St. to 56th St.
- West on 56th St. to Foxridge Dr. – U – Turn
- East on 56th St. to Broadmoor St.
- South on Broadmoor St. to 58th St.
- East on 58th St. to Barkley St.
- South on Barkley St. to Martway St.
- West on Martway St. to Metcalf Ave. – U – Turn (may not be possible, so follow Metcalf Ave. North on around to 58th St.. Then 58th St. to Broadmoor St to 61st St., Then on to Metcalf Ave. North to Martway St.)
- East on Martway St. to Roeland Dr. – U – Turn
- West on Martway St. to Broadmoor St. – U – Turn
- Redo in opposite lane / as needed

Snow Plow Route B



Johnson Drive Snow Removal

Public Works is responsible for removing snow from the on street parking areas adjacent to Johnson Drive in the Downtown District. The procedure for snow removal is as follows:

1. Snow is plowed to each end of the parking areas in order to accommodate as much parking as possible.
2. Once snow accumulates to the point that sight is impaired, snow is loaded onto trucks and transported to a City lot for storage. These activities are done at night for the safety of staff and motorists.

Public Works does not remove snow from the sidewalks. Snow removal on sidewalks remains the responsibility of the adjacent property owner.

Miscellaneous Snow Removal Locations

Location	Property	Address/Direction	Notes
1	SPJCC	6200 Martway	Includes Parking adjacent to SPJCC and Mission Square, Ceres Lot, and Beverly Lot
2	City Hall	6090 Woodson	Includes Parking Lots, Sidewalks, and Andersen Trail
3	Rushton Elementary	Various	Lamar(49th to 52nd), 52nd (Lamar to 6190 w 52nd), Waterworks Trail
4	Highlands Elementary	Various	West side of Roe (60th to 63rd)
5	Rock Creek Trail	Various	All paved portions of trail (Squibb to Roeland)
6	Nall Ave Trail	Various	Nall (Martway to 67th)
7	Waterworks	53rd & Woodson	Parking areas and Trail
8	Broadmoor	5701 Broadmoor	Parking Lot and Trail
9	Mohawk	67th & Lamar	Parking Lot and Trail
10	Streamway	51st & Foxridge	Parking Lot and Trail