

CITY OF MISSION, KANSAS
COMMUNITY DEVELOPMENT COMMITTEE

WEDNESDAY, MARCH 4, 2020

6:30 P.M.

Mission City Hall

PUBLIC COMMENTS

PUBLIC PRESENTATIONS / INFORMATIONAL ONLY

ACTION ITEMS

1. Acceptance of the February 5, 2020 Community Development Committee Minutes - Martha Sumrall ([page 3](#))

Draft minutes of the February 5, 2020 Community Development Committee meeting are included for review and acceptance.

2. Stantec Contract for Street Preservation Program Development - Celia Duran ([page 15](#))

This contract with Stantec will be used to develop a Street Preservation Program for the City of Mission. Stantec will use pavement condition index (PCI) data collected in 2017 along with existing geotechnical borings and work history records to develop the program. The scope of work includes developing decision criteria, maintenance and rehabilitation treatment options based on specific pavement conditions, as well as associated costs. Using various funding scenarios, a prioritized list of roads will be developed to be addressed in each of the next 10 years. This list of roads can be flexible as pavement conditions or priorities change over time; however, this prioritized list will assist the City in determining the annual level of funding necessary to achieve the desired level of investment in Mission's street infrastructure.

3. Super Pool Pass Interlocal Agreement and Letter of Understanding - Penn Almoney ([page 23](#))

The Super Pool Pass Program is an Interlocal Agreement between NE Johnson County cities for the use of outdoor swimming pool facilities within each community during the summer season. This program has been in place for the past eleven years and generates additional revenues for attendance at the Mission Family Aquatic Center from participating communities. The Super Pool Pass provides an affordable recreation program that benefits users of all ages, especially families with children.

DISCUSSION ITEMS

4. Update on Policy for Shoveling Sidewalks - Celia Duran ([page 33](#))

At the February 5th, 2020 CDC Committee meeting, there was discussion regarding the City's current policy for shoveling sidewalks after a snowfall. The discussion included concerns regarding students walking to school on unshoveled sidewalks, as well as in some commercial areas. Staff researched policies from other cities in Johnson County which will be presented for further discussion. This additional discussion provides an opportunity for Council to review any other issues or questions related to snow removal policies and procedures and direct staff on potential next steps.

OTHER

5. Department Updates - Laura Smith

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

City of Mission	Item Number:	1.
ACTION ITEM SUMMARY	Date:	March 4, 2020
Administration	From:	Martha Sumrall

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

RE: February 5, 2020 Community Development Committee minutes.

RECOMMENDATION: Review and accept the February 5, 2020 minutes of the Community Development Committee.

DETAILS: Minutes of the February 5, 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

February 5, 2020

The Mission Community Development Committee met at Mission City Hall, Wednesday, February 5, 2020 at 6:30 p.m. The following committee members were present: Trent Boultinghouse, Hillary Thomas, Arcie Rothrock, Kristin Inman, Debbie Kring, Sollie Flora and Ken Davis. Absent: Nick Schlossmacher. 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, and Chief Ben Hadley.

Public Comments

John Arnett, Mission resident, thanked and commended staff who worked with him in selecting a memorial tree in Mohawk Park in memory of his dog. He stated staff worked together to make this happen and it made a real difference to him and his family.

Evergy Circuit Audit Presentation and Information Update

Rebecca Galati, Evergy, presented information on Evergy service and processes. She provided the following information:

- Ms. Galati serves as a liaison to staff and council, works on special projects and issues management, handles constituent complaints, and is the Emergency Operations Liaison to Johnson County's EOC.
- Evergy's service territories include: Kansas Central, Kansas Metro, Missouri Metro, and Missouri West. They provide service to customers from Wichita to Columbia, Missouri.
- Merger promises (with KCPL to become Evergy) included savings to customers and no changes to base rates in Kansas until December of 2023.
- Energy Mix includes the Renewables Direct program of which Mission was the first municipality in our area to sign a contract for this program.
- Evergy's tree trimming process includes year round work to manage the impact of trees on power lines. Neighborhoods in the suburbs are trimmed every four years, or when a specific request is received. Residents can request that the power from their house to the pole be cut when they are undertaking tree trimming.
- There are an estimated 146 trees per mile in Mission, with 58 being the average company-wide. This means that Mission has many branches overhanging power lines. Evergy trims trees in easements in a 50 ft. circular shape to keep power lines clear.
- There are nine circuits in Mission and all feed into each other. She noted that even when residents pay to have lines buried, they can still experience power outages due to the connection of the circuits.

- Discussed the frequent outage investigation process and encouraged customers to call when issues arise, including “blinks,” so that these can be tracked.
- The worst performing circuits in Mission have been identified and there is a process for making improvements.
- Discussed the three main circuits in Mission with the worst performance, affecting the most residents, and their target dates for completion - #6843 (2020/2021), #6813 (target date for review 2020, and #6831 (2020/2021).

Ms. Galati provided her contact information and encouraged council to contact her with questions or concerns.

Michael Smith, Mission resident, asked if residents in the three circuit areas identified or a “hot spot” would be contacted. Ms. Galeti said they probably will not. Mr. Smith discussed outages and flickering in his area (Milhaven), neighbors needing to use generators, and the neighborhoods trying to take care of each other, particularly the elderly. Ms. Galati discussed previous years where there were quite a few outages, noted there are budget restraints to making all improvements (address the worst circuits and those that affect the most people first), and the need to contact Evergy even for flickering.

Angie Lasagna, Mission resident also expressed her concerns with outages and flickering in Milhaven and asked when a meeting will be scheduled to speak with residents about this. Ms. Smith stated she is coordinating this meeting and will reach out to find a time when most people are available.

Discussion continued on “flickering” in Milhaven and whether or not these are registered with Evergy. Ms. Galati again encouraged all to contact Evergy when there is flickering so they have accurate data to work with. The committee also discussed tree trimming by other utilities (cable, etc.), and working to be sure those needing electricity for medical devices at home are not cut off from power. Ms. Galati provided information on the medical customer service system that provides those residents with a personal contact.

This item was informational only and no action was taken.

Sustainability Commission 2020 Work Plan

Josh Thede, Sustainability Commissioner, provided an update on the Sustainability Commission’s work plan for 2020. He stated Alexis Penny is the current chair but was unable to attend this meeting due to a work conflict. He discussed achievements and previous work of the group, and the 2020 Work Plan including:

- Planning by this active and inspiring group. The focus is on 3”Ps” - people, planet, prosperity. The group identified 25 smart goals within six categories (materials/waste

stream, budget allocation review, education, policy, natural resources, community) that will have the greatest impact and can be coordinated with other groups.

- Goals for 2020 include the climate action plan, reducing recycling contamination, educating and reinforcing sustainable behaviors, and continuing to be active community volunteers.
- The greenhouse gas inventory will be completed this year.
- Battery recycling continues and Mission has collected over a ton of batteries. The Commission also began a holiday light recycling program and the “ditch the bag” campaign.
- The Commission is working to educate the public on diversion of waste through a grant from Waste Management. Councilmember Kring noted that the Commission recently found errors in a handout from WCA, which will now be updated. The Commission also hosted a composting class at the Community Center and attended a variety of conferences.
- The Commission volunteers at a wide variety of events and works year round to promote sustainability issues.
- The handout provided with the Commission’s goals is a living document and the group wants to partner more with others to promote these issues. Sustainability should be a lens for all Council items.

Councilmember Thomas thanked Mr. Thede and all on the Sustainability Commission for their encouraging and enduring work. John Arnett and Andy Hyland, Sustainability Commissioners attending the meeting were introduced.

Councilmember Thomas stated she would be open to the Commission presenting to the committee biannually, rather than just once a year. Councilmember Boultinghouse asked for the best way to reach the commission and Ms. Smith stated through Ms. Randel, who staffs the commission. She will also provide Council with updated lists of all commission members.

Ms. Randel stated the Sustainability Commission will continue to work on these goals, reaching out to stakeholders on specific issues. Councilmember Thomas suggested they look to Vista or Americorps for grant opportunities.

Councilmember Flora stated the commission talked about working with other groups and Mr. Thede provided the example of wanting to plant more trees and working with the Parks, Recreation & Tree Commission on this initiative.

Councilmember Kring again commended the Sustainability Commission for their energy and noted the variety of expertise on the group to lead these goals forward.

This item was informational only and no action was taken.

Acceptance of the January 8, 2020 Community Development Committee Minutes

Minutes of the January 8, 2020 Community Development Committee were provided to the committee. There being no objections or corrections, the minutes were accepted as presented.

Communications/Marketing/Branding/PR Services

Ms. Smith stated this item was considered at the January committee meeting, and she has changed the title to include “communications” as that is a large part of the focus. When this issue was discussed in January, there were additional questions regarding the proposed contract. Her presentation included the following:

- Is there a need for these services, and if yes then “why?” If not, then we will continue the status quo.
- Why these services are needed include resident and businesses expectations, economic development, renewed community pride and unity, brand consistency, council expectations and goals, and staff efficiency.
- What do we want to accomplish by contracting with Crux for a one-year contract? Central to this is enhanced communication that includes updated and relevant content, consistency of messages, a more proactive approach, and sustainability.
- Council must then decide whether to outsource this project or not. She provided information on using Crux or having an on staff communications position:
 - Crux would include a five member team with multiple skill sets, working 60 hours per month. There would be no initial space or software needs, and additional services to be contracted would be approximately \$5,000 or less.
 - Staff position (full-time employee) would cost approximately \$65,000 for year 1 with estimated on-going costs of up to an additional \$30,000 per year. Additional services to be contracted would be approximately \$50,000 in year one and initial space and software needs would be \$35,000 in year one.
- Ongoing costs were discussed, with Ms. Smith stating this is scalable when using Crux vs. a staff person (salary and benefits) which would still require us to contract out some services as one person would not have all the skills necessary.
- Pros and cons for both Crux and staff person were presented.
- Information on why now is a good time to move forward with this project - builds on significant investment in the update of the Comprehensive Plan, is an opportunity to promote new developments and reach new residents and businesses, promotes increased engagement and civic pride, allows us to get “current” more quickly and then work a strategic plan going forward, and assists in defining the story and messaging for continued reinvestment in streets and parks.

Ms. Smith stated that Crux’s goal is to get Mission up to date and positioned for success going forward. She also provided information on communications positions in other nearby cities. Ms.

Smith stated that staff recommends authorizing a contract with Crux for one year at a cost not to exceed \$90,000 which will be paid as a monthly subscription fee. There was \$60,000 identified in the 2019/2020 Parks and Recreation Budget for these services and the additional \$30,000 would be taken from the General Fund.

Councilmember Kring stated she appreciates this additional information and asked approximately how much staff time will be required to work with Crux. Ms. Smith stated she and Ms. Randel will manage this project, but staff from different departments will also be working with Crux as they address their department. Crux uses the 30-60-90 day action plan and will push staff to meet these deadlines. Councilmember Kring expressed her concerns with the total fee of \$90,000 and what will be included in this. Ms. Smith listed a variety of areas/items Crux will work to update/assist staff in being proactive with including our website, the Parks & Recreation Activity Guide, counter brochures, various printed materials, press releases, social media content, wayfinding park signage, special events, and support for downtown particularly since the Mission Business Partnership recently disbanded. Mayor Appletoft stated The Gateway project is underway and the City has a vested interest. We need to market The Gateway as an asset to our City.

Councilmember Thomas stated she supports this project, but is not totally “sold” that an in-house staff person is not a better fit. She would like additional information on costs associated with other materials needed, staff hours, replacing content, etc. Ms. Smith stated that most items are printed in house with the exception of the Parks & Recreation Activity Guide and the Mission Magazine. Vehicle marking costs will be tied to the budget and can be either phased in or done at one time.

Councilmember Boultinghouse stated he supports outsourcing this work and noted that during his campaign he met many residents who were unfamiliar with city government. He feels this will help to address that issue. He supports using supports using dedicated professionals and discussed all the “noise” that can be distracting to our message, which should be cohesive and united. He also discussed the many important initiatives Mission undertakes that many are not aware of and the need to let people know about these.

Councilmember Rothrock stated she agrees there is a need for this project, but still struggles with outsourcing. She feels if an in house person is hired to begin the project, they will be available all day and have more time to spend with each department. Ms. Smith discussed concerns with being able to bring on an individual person who would be able to cover the expertise Crux provides. The salary recommended would support an entry level position. The first year of this project is the most critical.

Councilmember Inman stated she supports outsourcing and discussed the level of expertise available immediately when contracting with Crux. She noted these are not core competencies of City services. Ms. Smith stated this is similar to our on-call engineering services contract

where we have a professional engineer on staff, but there are different areas of expertise that we need to use through our on-call engineering.

Councilmember Davis stated he agrees with Councilmember Inman and noted that he served on the interview panel for these services. Crux has the capacity and variety of skill sets to move forward immediately.

Councilmember Flora agreed and noted the adaptability of Crux, their expertise which would be available immediately, scalability in future years (would not want to lay off a full-time employee if services provided in house), and the flexibility offered through this contract.

Mayor Appletoft stated all seem to agree to the need for these services and staff is recommending outsourcing as it would be less expensive and scalable in future years. He stated we can pause after year one to evaluate what has been accomplished and learned (staff training), and then make a decision on these services going forward. He noted that a refresh is needed as we do not look “modern” and this proposed contract with Crux is a great option to accomplish this.

Councilmember Kring expressed her concerns with the look of the City (orange cones in her Ward) and asked if Crux will provide photography services. Ms. Randel stated they will assist in building a library of stock photos and assist with decentralizing these efforts so a variety of staff at all events can assist with photography rather than one person.

Councilmember Thomas recommended that authorization of a 12 month contract with Crux for City-wide marketing/branding/PR services in an amount not to exceed \$90,000 be forwarded to Council for approval. All on the committee agreed, but this will not be a consent agenda item.

Renewal of Traffic Signal Maintenance Services Contract

Ms. Duran stated the City owns seven traffic signals and two pedestrian beacons, and this proposed contract is for the preventative maintenance for these through Total Electric. Work is performed on a regular schedule with specific duties outlined in the contract documents. When major repairs are required, these are billed for time and material. Total Electric submitted the lowest and best bid at an annual price of \$47,700. She stated that this price is outside of the budgeted amount, noting when Total Electric was contacted regarding the increase it was discovered that the services were previously misquoted (they thought it was monthly, not quarterly fees). She stated the \$47,700 is an increase, but more accurate and well below the other bid received for these services. Staff is recommending approval of the contract with Total Electric as the lowest bid and they have provided service to Mission for the past 30 years. There will be savings in the KCP&L Traffic Signal Maintenance Account which will be used for the difference.

Councilmember Inman asked what services Black & McDonald provide to Mission and Ms. Duran stated streetlight maintenance.

Mayor Appletoft stated we currently own some traffic signals and asked how this happened and our strategy for the future. Ms. Duran discussed the expense of owning/buying all of our signals (approximately \$170,000 per signal) and stated that additional signals can be considered for purchase on a project to project basis. In the long run, it is less expensive to own our own signals, but there is substantial up-front cost that must be considered. She anticipates we will purchase more signals over time. Ms. Smith stated that in 2013 an analysis of our streetlights and traffic signals was completed, and we were not able to afford the purchase of both. Streetlights were purchased with a 10-year note (800+ lights) which will pay off in 2023. She stated we may have cash balances to pay this note off and at that time can look at the larger picture which could include the purchase of traffic signals.

Councilmember Davis recommended renewal of the traffic signal maintenance contract with Total Electric Contractors Inc. at an annual cost of \$47,700 be forwarded to Council for approval. All on the committee agreed. This will be a consent agenda item.

Easement Acquisition, Rock Creek Channel Project

Ms. Duran stated that in order to construct improvements associated with the Rock Creek Channel project, acquisition of permanent drainage easements and temporary construction easements are required. There is a delay in getting one easement signed, five of the properties have signed easement documents, and two of the properties are owned by the City. Ms. Smith and Pete Heaven, the City's land use attorney, are currently working with the property owners at 5900 Roeland Drive - Wendy's - on these easements. The next step in the process for this specific property is the use of eminent domain. Ms. Smith stated that Wendy's needs to provide both a permanent and temporary easement, which are located near the parking on the south side of their building. The company headquarters are in Ohio so we are unable to deal with someone local. She called the company last week and had a productive conversation, providing them with information on the 20 townhome owners who have gone for three years without parking and are each investing \$20,000 over 20 years for improvements associated with the project. She also noted that they are aware of the potential use of eminent domain.

Councilmember Davis recommended that authorization, acceptance and recording of the easements required for the Rock Creek Channel Improvement Project, including authorizing the Mayor to execute two easements on behalf of the City of Mission, be forwarded to Council for approval. All on the committee agreed. This will be a consent agenda item.

City Hall Workspace Renovation

Ms. Randel stated Council approved the addition of a full-time planner position, which is currently being advertised. We must now decide where that person will office. The proposal is

to move the Payroll / Benefits Specialist to the west side of the building, which would allow the new planner to take her office. Ms. Randel stated that bids for this project have been received from four contractors, but with these will need to be refined. She offered to walk councilmembers around the space to have a better feeling for the proposed changes. Ms. Randel stated that during the process of soliciting bids for the project, it was discovered that building codes would require fire-rated glass which would increase the cost. She plans to bring back firmer numbers for this project, but at this time wanted to gauge Council's support and threshold for funding this project. Currently, the recommended project amount is in an amount not to exceed \$30,000 but she noted that this could be less, particularly if the current glass is not removed requiring updated fire-rated glass (three times the cost). She also provided information on the renovations, including removal of the counter in the general office space, moving the prox card reader to the outer door, adding an interior window to the current internal office to bring in more light, and relocating the door on this office.

Councilmember Flora requested an update on the space need analysis and when we anticipated moving forward with that project. Ms. Randel stated staff feels it is worth moving forward immediately with this smaller project to accommodate the new position. The wall that would need to come down for this project is a false wall. Ms. Smith stated that the space needs is beyond one year and needs refinement. She noted that streets and stormwater improvements are also priorities. Discussion continued on challenges with adding a position and finding office space for them once hired.

Councilmember Thomas questioned making this investment when there is the potential for a new City Hall in the future. Councilmember Inman stated there may always be a need to reconfigure an internal space quickly to accommodate current needs, but the space needs analysis is a much larger project. She feels this budget is reasonable for this project. Councilmember Thomas agreed and Councilmember Davis stated this issue highlights the need to continue moving forward with the space needs analysis. Councilmember Flora asked if a workable plan could be accomplished with a \$10,000 budget.

Councilmember Flora recommended that the review and approval of a bid for City Hall remodeling work with specific bids available prior to the City Council Meeting be forwarded to Council for approval. All on the committee agreed, but this will not be a consent agenda item as additional information will be provided prior to the meeting.

2020 Market Season

Ms. Randel reported the Mission Market will host its sixth season this summer with three months of market dates from June through August (13 Thursdays). The market will again be on Thursdays from 4:30 - 8:00 p.m. She stated that alcohol was available at the market every week versus the "Third Thursday" events in previous years. With this shift away from the Third Thursday model, the market will focus on having a strong market weekly that includes alcohol available, food trucks, music (smaller bands), and more consistency week to week. Special

event themes will continue. She stated that this year funds will be shifted from music (larger bands) to fund additional paid staff to assist with set-up. She described the set-up process, which is critical to the market, and safety issues that would be addressed with staff helping with set-up on a regular basis. Volunteers will be used to help with teardown at the end of the market. She also provided information on plans to increase sponsorship levels, and discussed the need for additional seating (concrete pads, tables) at the market

Councilmember Kring asked that staff consider selling “City of Mission” items at the market, and to reach out to the new owner of Brian’s Bakery so he is aware of the market and can be open during those times. Mayor Appletoft stated he has spoken with Brian’s Bakery and they are very interested. Councilmember Boultinghouse also noted that we will have two breweries open in Mission by this summer.

Councilmember Boultinghouse requested additional information on the market dates and why it ends in August. Ms. Randel discussed competing events/priorities for residents and families once school is back in session, which is mid-August (sports practices, etc.). In the past, market dates past August were harder to sustain with the competition for people’s time.

Councilmember Thomas asked if a permanent liquor license for the market has been considered and Ms. Randel stated we have not yet looked into this.

Councilmember Davis requested an update on the Capitol Federal park development and Ms. Randel stated we have reached out to them, but have not had a response. Staff will continue to reach out to Capitol Federal.

This item was for discussion only and no action was taken.

Snow Removal from Sidewalks

Ms. Smith stated the last time Council talked about the issue of snow removal on sidewalks was in 2010, during a harsh winter. At that time, the ordinance required property owners to remove snow from their sidewalks within five hours of the snow event. This was not enforced and after discussion by Council it was decided to repeal the ordinance and adopt a resolution encouraging residents to clear their sidewalks. She noted that at the time, the City of Lawrence was writing tickets to residents for not clearing their sidewalks and Council decided this was not the desired image for Mission. Also in 2010, Council discussed snow removal from sidewalks around our two elementary schools. These standards were incorporated into the Public Works Snow Plan. She stated the priority for snow removal by Public Works is: 1) streets, 2) the Community Center and City Hall, 3) around elementary schools, and 4) parks and trails. Encouraging a parent group to assist with shoveling around schools was also discussed in 2010, but this program did not get off the ground. Ms. Smith stated she has received concerns regarding the sidewalk on 51st Street between Lamar and the school crossing at the top of the hill near Rushton Elementary, and an email from Jessica Carlson, a resident who is concerned

with the sidewalk on Lamar. She also noted that we often get questions about Johnson Drive. It is the responsibility of each business owner to shovel their sidewalk. This item is for discussion to see if Council is interested in addressing this issue and/or changing our current policy (resolution to ordinance).

Councilmember Inman stated she received a call on Saturday from someone reporting that the only sidewalk that was cleared on Martway between Lamar and Broadmoor was in front of the Fire Station. She stated we don't want to be too strict in enforcing snow removal, but with our efforts towards being a more pedestrian friendly city (BikeWalkKC initiatives, etc.) greater enforcement should be encouraged. Councilmember Kring discussed previous concerns with the City being sued if we took on additional snow removal.

Councilmember Davis stated that a resolution does not "require" residents to clear snow. We need an ordinance to define responsibilities and provide for enforcement. Councilmember Thomas stated that she agrees, and discussed her concerns with children walking in the snow up 51st Street to school. There are many children in Ward I who walk to school and we need to protect them.

Councilmember Boultinghouse stated we should separate school zone sidewalks from others, affirm that we want to be a walkable city, and add additional enforcement options. He stressed that we want to be a walkable community year round.

Councilmember Flora stated we need a mechanism for enforcement but feels the five hour time frame is too extreme. There must be a middle ground and she asked what other cities require. Councilmember Thomas noted that Overland Park is also discussing this issue. Councilmember Inman asked staff to look at what other cities are doing and their standards.

Mayor Appletoft stated that the consensus of the group seems to be to gather additional information and then consider drafting an ordinance to address this issue. Ms. Smith noted that there will be challenges to defining school zones and whether apartments are treated as businesses.

This item was for discussion and no action was taken at this time. This will come back to the committee in March when additional information is available.

Department Updates

Mohawk Park Update

Mr. Almoney provided information on the upcoming Mohawk Park Improvement Project public engagement meeting scheduled for Thursday, February 13th. The City contracted with Confluence to assist with this project and SFS Architecture will be designing the restroom. A steering committee meeting was held on January 16th and included stakeholders,

Councilmember Flora, and Ben Choicej and Anne O’Leary of the Parks, Recreation and Tree Commission. Two renderings of the park have been developed. He discussed including universal design concepts for all ages, parking lot and amenity locations, and the trail location. Councilmember Flora stated that the restroom will be premanufactured, but detail will be added to make it look unique. The public engagement meeting will be held at the Community Center from 6:00 - 8:00 p.m. and will include a presentation by Confluence. Ms. Smith stated that this process will be replicated for improvements to other Mission Parks. Mayor Appletoft requested information on the timeline for this process. Mr. Almoney stated updates to the park will be phased, but he hopes to move quickly and break ground this fall. Ms. Smith stated improvements will be made over multiple years. Councilmember Thomas asked if the specific costs will be available for various priorities. They will not as this is an opportunity to “dream.”

WCA Update

Mr. Scott stated he will be meeting with WCA representatives on Friday and will discuss complaints that have been received. He stated they have not received many complaints to date, and asked that if Council receives complaints or concerns from residents to direct those to either Ms. Randel or him. Discussion continued on whether WCA completes routes on Saturdays when there is a snow event (delays) during the week. Mr. Scott stated he will confirm whether or not they work on Saturdays during his upcoming meeting. Mr. Scott was encouraged to provide feedback to WCA on their performance to date.

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 8:51 p.m.

Respectfully submitted,

Martha Sumrall
City Clerk

City of Mission	Item Number:	2.
ACTION ITEM SUMMARY	Date:	March 4, 2020
PUBLIC WORKS	From:	Celia Duran

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

RE: Contract with Stantec for Development of a Street Preservation Program

RECOMMENDATION: Approve a contract with Stantec to develop a 10-Year Street Preservation Program in an amount not to exceed \$28,000.

DETAILS: In 2017, Stantec performed a street asset inventory and condition update for the City of Mission. The scope of work included inventorying all streets, curbs and sidewalks and assigning a condition rating to each asset. Each street was given a Pavement Condition Index (PCI) which measures the condition of the pavement surface and the smoothness of the road. A numerical rating was assigned to each section of road, with 0 being the worst and 100 being the best.

Following the 2017 inventory, the Council and staff discussed the real need to combine this data along with the core sampling data to revamp the existing street program and build a stronger data-driven model for the future. However, in order to do that the Council still needed to address several unknowns impacting street program funding, specifically resolution of the Transportation Utility Fee litigation. As of the third quarter of 2019, this liability and exposure has been resolved and the City is positioned to move the development of a new program forward in order to refocus attention on our streets.

This contract will use the data collected in 2017, along with available geotechnical borings and work history records, to develop decision criteria to be applied to the development of an on-going street preservation program. This criteria will be used to recommend maintenance and rehabilitation treatment options based on specific pavement conditions, as well as associated costs.

Using various funding scenarios, a prioritized list of roads will be developed to be addressed in each of the next 10 years. This list of roads can be flexible as pavement conditions or priorities change over time; however, this prioritized list will assist the City in determining the annual level of funding necessary to achieve the desired level of investments in Mission's streets.

The scope of work includes project initiation and data gathering, maintenance and rehabilitation needs analysis and decision criteria development, program development, and a summary report with maps.

Upon approval of the contract, the work is anticipated to be completed by June 2020. This timeframe could be extended slightly depending on how quickly the Council is able

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	Capital Improvement Fund (mills dedicated to streets)
Available Budget:	\$28,000

City of Mission	Item Number:	2.
ACTION ITEM SUMMARY	Date:	March 4, 2020
PUBLIC WORKS	From:	Celia Duran

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

to work through a number of potential policy decisions impacting street preservation and maintenance, including things such as:

- Sidewalk repair maintenance
- Installation of new sidewalks
- Streetlight replacement
- Stormwater improvements

Once a contract is approved, staff will present periodic updates to Council in order to obtain input and ensure the Council is informed as the project progresses. This work is the next important step in the City's development of an assessment management system for our street infrastructure network.

Staff recommends approval of the contract with Stantec in an amount not to exceed \$28,000. This includes an optional \$3,000 to address any additional modifications to the proposed Plan. Staff recommends authorizing this additional amount as it provides flexibility, such as evaluating additional funding scenarios; however, these costs will only be expended as necessary.

CFAA CONSIDERATIONS/IMPACTS: NA

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	Capital Improvement Fund (mills dedicated to streets)
Available Budget:	\$28,000



Stantec Consulting Services Inc.
1000 Young Street Suite 470, Tonawanda NY 14150-4100

21 February 2020
File: 174581086.012.240

Attention: Celia Duran P.E., Public Works Director
City of Mission
4775 Lamar Avenue
Mission, KS 66202

Dear Ms. Duran,

Reference: City of Mission Maintenance & Rehabilitation Program Development

As per our recent discussions, Stantec Consulting Services Inc. is pleased to provide the following scope of services to provide the City of Mission KS with the development of a proposed 10-year Maintenance and Rehabilitation (M&R) plan.

Project Scope

The primary goal of this assignment is to work with City staff responsible for the maintenance, rehabilitation and capital expenditure needs on the City's street network to develop a proposed 10-year Maintenance and Rehabilitation program. The program development would include the anticipated funding levels of the City and utilize previously collected pavement condition and geo-technical data in order to identify feasible M&R treatment alternatives.

In 2017, Stantec Consulting Services Inc. was contracted by the City of Mission KS to collect pavement condition data on the City's entire road network. This process included the collection of pavement surface distress data utilizing Stantec's RT3000 automated data collection vehicle. The distress data was categorized based on severity and extent of each observed distress and resulted in the calculation of an overall Pavement Condition Index (PCI) for every block to block road segment in the City's network.

The PCI score and underlying distress information is one of the key sets of data used in the development of a maintenance and rehabilitation program. Given the City's current data set was approaching 3 years old, Stantec conducted a high level, visual assessment on a subset of City streets in order to determine if the results of the 2017 survey were still valid for the development of a multi-year pavement management program going forward. The findings of that study showed, that for the most-part, the road network had not experienced a major decline in condition and thus the data could still be used to support the development of an M&R program.

As well, borehole testing was carried out across the City's road network by a 3rd party. This information will be relied upon to draw general conclusions as to the pavement structure and the proposed maintenance or rehabilitation requirements. It is understood that not every road section within the City has borehole data and as such the borehole data can only be used as an estimate of current pavement structure. Any pavement structure information that may ultimately impact the recommended treatment would need to be verified by the City prior to work being done on the roads.

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Reference: City of Mission Maintenance & Rehabilitation Program Development

In developing the M&R program Stantec will utilize the previously collected pavement condition and geo-technical data in order to identify feasible M&R treatment alternatives. The RoadMatrix system will be used to “predict” the road conditions to 2020 and develop decision criteria based on condition, available pavement structure information, geometric and peripheral data (such as curbs), and prior years’ work history records, in order to identify the anticipated maintenance and treatment needs, and associated costs, across the City. A review of various maintenance and rehabilitation treatment options will be conducted with City staff in order to identify treatments that the City of Mission and/or other local public work agencies have implemented and thus may be applicable treatments to use in the development of the City of Mission’s M&R program going forward.

By means of inputting the City’s annual M&R funding expectations, the RoadMatrix system will produce a prioritized list of roads to be addressed in each of the next 10 years. The results of this analysis will be used as a starting point in the development of the actual M&R program. Field reviews by Stantec, and with City staff, will be required in order to confirm the appropriate treatment. As well, input from City staff on planned utility or capital works projects may be required to assist in finalizing the proposed M&R plan.

Upon conclusion of the above noted scope, and prior to the delivery of a final report, there may be the need to make some unforeseen modifications the proposed M&R plan due to such aspects as changes in original budget forecasts, utility or capital work planning, or public and/or City Council feedback. Thus, as an option to the City, Stantec would complete one additional iteration of modifications to the proposed plan.

The final deliverable to the City will be a report outlining the proposed 10-year Maintenance and Rehabilitation program with estimated costs. A block by block listing of the planned year, treatment and cost will be provided. A GIS map of the results will also be provided to the City.

Project Timeline

The table below outlines the general timelines for this assignment given a “Notice to Proceed” and execution of required contract documents by approximately March 20, 2020.

Notice to Proceed	March 20, 2020
Task 1 – Project Initiation & Data Gathering <ul style="list-style-type: none"> Project Initiation Meeting Data Gathering/RoadMatrix database build 	<ul style="list-style-type: none"> March 2020 April 2020
Task 2– M&R Needs Analysis <ul style="list-style-type: none"> Feasible M&R Treatment Review & Unit Rates Decision Criteria Development M&R Needs Analysis 	<ul style="list-style-type: none"> April 2020
Task 3– M&R Program Development <ul style="list-style-type: none"> Field Reviews/ Development of M&R Program 	<ul style="list-style-type: none"> May 2020
Task 4 –Final Report Deliverables <ul style="list-style-type: none"> Summary Report for 10-year M&R Program 	<ul style="list-style-type: none"> June 2020

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21 February 2020

Celia Duran P.E., Public Works Director

Page 3 of 4

Reference: City of Mission Maintenance & Rehabilitation Program Development

Project Fees

The following project fees are based on the scope stated herein. All fees are exclusive of any applicable taxes. Invoicing of the following tasks will be monthly, on a percent complete basis.

Task	Activity	Fee
1	Project Initiation & Data Gathering <ul style="list-style-type: none">Project Initiation MeetingData Gathering (Condition data/Borehole data/Geometrics/Curb information/Work HistoryRoadMatrix database build	\$8,000
2	M&R Needs Analysis <ul style="list-style-type: none">Feasible M&R Treatment Review & Unit RatesDecision Criteria DevelopmentM&R Needs Analysis	\$5,500
3	M&R Program Development <ul style="list-style-type: none">Field Reviews10-year M&R Program Development	\$7,500
4	Final Report <ul style="list-style-type: none">Summary Report for 10-year M&R ProgramStreet listing and maps	\$4,000
Project Total:		\$25,000

OPTION: Additional Modifications to Proposed M&R Plan **\$3,000**
One additional iteration of modifications to proposed plan

Terms and Conditions

All work associated with this project would be done in accordance with the attached Terms and Conditions, which is attached for your consideration. Should you agree to these Terms and Conditions, please sign the following; however, any requested changes to this agreement, or a City-supplied Services Agreement or Purchase Order will require Stantec's review and approval by Risk Management prior to execution.

Design with community in mind

21 February 2020

Celia Duran P.E., Public Works Director

Page 4 of 4

Reference: City of Mission Maintenance & Rehabilitation Program Development

We trust the above scope and fees will suit your needs. If you require and further information or clarification, please do not hesitate to contact me at your convenience.

Regards,

Stantec Consulting Services Inc.



Fred Stephenson B.Sc.
Associate,
Infrastructure Management
& Pavement Engineering
Phone: 226-973-2549
fred.stephenson@stantec.com

By signing this proposal, City of Mission authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the ____ day of _____, 2020.

Per: City of Mission

Print Name & Title

Signature

Attachment: Professional Services Terms and Conditions

Design with community in mind

The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

DESCRIPTION OF CLIENT: The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant. Consultant and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors, or omissions in the performance of their services under this Agreement, to the extent that each party is responsible for such damages, liabilities, or costs on a comparative basis of fault.

LIMITATION OF LIABILITY: It is agreed that the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

Liability of Consultant shall be further limited to such sum as it would be just and equitable for Consultant to pay having regard to the extent of its responsibility for the loss or damage suffered and on the assumptions that all other consultants and all contractors and sub-contractors shall have provided contractual undertakings on terms no less onerous than those set out in this Agreement to the Client in respect of the carrying out of their obligations and have paid to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

City of Mission	Item Number:	3.
ACTION ITEM SUMMARY	Date:	March 4, 2020
Parks & Recreation	From:	Penn Almoney

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

RE: Super Pool Pass Agreement and Letter of Understanding for 2020 Swim Season

RECOMMENDATION: Authorize the Mayor to execute the Interlocal Agreement allowing Mission to participate in the Super Pool Pass Program for 2020 and approve the Swim Meet Letter of Understanding.

DETAILS: Mission has participated in the Super Pool Pass Program for the last eleven years. This program offers residents and non-residents who qualify (those purchasing a membership the previous year), the opportunity to attend participating cities pools if they purchase a membership to the pool in their community along with a Super Pool Pass.

The Super Pool Pass program was designed to increase attendance at local outdoor aquatic facilities for each participating municipality. Fairway, Leawood, Merriam, Mission, Prairie Village, Roeland Park and Johnson County Parks & Recreation District have historically participated in the program. Super Pool Pass memberships are differentiated by affixing a unique, not-easily-produced sticker to the regular pool membership card, and are priced as follows for the 2020 season:

Resident Family Super Pool Pass (up to 5 members)	\$60
Additional Family Member	\$5
Resident Individual Super Pool Pass	\$25
Non-resident Family Super Pool Pass (up to 5 members)	\$65
Non-resident Individual Super Pool Pass	\$30

Super Pool Pass membership fees are collected by each city. Half of the revenue is kept by the host city and the other half is kept in account until the conclusion of the summer season. The shared revenues are then tabulated minus the costs associated with producing the Super Pool Pass stickers. The net revenue is divided among cities based upon the Super Pool Pass usage counts divided by total usage counts from every participating entity.

Total revenue generated for Mission from the Super Pool Pass program since its inception is \$68,141, with our highest revenue being generated during the 2019 season (5,990 visits to Mission from other partner entities). For a five year summary of the Super Pool Pass activity, please see the information included in the table below.

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

City of Mission	Item Number:	3.
ACTION ITEM SUMMARY	Date:	March 4, 2020
Parks & Recreation	From:	Penn Almoney

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

Year	Passes sold (Mission)	Visits to Mission from partner entities	Mission Revenue
2015	111	2676	\$ 4,900.80
2016	155	4371	\$ 7,221.12
2017	121	4329	\$ 8,360.58
2018	132	6000	\$ 9,666.79
2019	117	5990	\$15,325.43

In order to participate in the program, each city executes the interlocal agreement and a Swim Meet Letter of Understanding annually. The Letter of Understanding allows for pass holders of a host-city free admission to any of the other entities' pools on the day the meet is held.

Staff recommends approval of the Interlocal Agreement and Letter of Understanding. These documents have been reviewed and approved by the City's legal counsel.

CFAA CONSIDERATIONS/IMPACTS: The Super Pool Pass provides an affordable recreation program that benefits users of all ages, especially families with children and reflects programming consistent with the desire to provide opportunities and respect the needs and interests of diverse populations.

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

AGREEMENT BY AND AMONG THE CITY OF FAIRWAY, KANSAS, THE CITY OF LEAWOOD, KANSAS, THE CITY OF MISSION, KANSAS, THE CITY OF PRAIRIE VILLAGE, KANSAS, AND THE CITY OF ROELAND PARK, KANSAS, FOR USE OF SWIMMING POOL FACILITIES

This Agreement made and entered into as of the effective date specified herein by and among the City of Fairway, Kansas (“Fairway”), the City of Leawood, Kansas (“Leawood”), the City of Mission, Kansas (“Mission”), the City of Prairie Village, Kansas (“Prairie Village”), and the City of Roeland Park, Kansas (“Roeland Park”).

RECITALS

A. The cities of Fairway, Leawood, Mission, Prairie Village and Roeland Park (each a “City” and collectively the “Cities”), operate the public outdoor swimming pool facilities (“Pool Facilities”) described on the attached Exhibit A.

B. The Cities desire to enter into this Agreement to allow the residents of each City the option to use all of the Pool Facilities during the 2020 Swim Season, defined below, with the purchase of a special pass.

C. K.S.A. § 12-2908 authorizes the Cities to enter into this agreement.

NOW, THEREFORE, pursuant to, and in accordance with, the statutory authority invested in the Cities Agreement, and in consideration of the mutual advantage received by each party, the parties hereto enter into this Agreement upon, and subject to, the following terms and conditions:

I. PURPOSE AND INTENT.

The purpose of this Agreement is to establish cooperation among the by making all of the Pool Facilities available for use by the qualified patrons of all the Cities with the purchase of a special pass during the 2020 swim season, which commences approximately May 25, 2020 and ends approximately September 7, 2020 (“2020 Swim Season”).

II. EFFECTIVE DATE AND TERM.

This Agreement shall become effective upon its adoption by each participating jurisdiction and shall remain in full force and effect for a term of one (1) year from the effective date hereof.

III. COOPERATION USE OF POOL FACILITIES.

As part of its program for use of its Pool Facilities during the 2020 Swim Season, each City shall establish and authorize a category of pool pass entitled “Super Pool Pass” with the following features:

a. The Super Pool Pass will be offered by each City as an additional option to Qualified Patrons, defined below, who are purchasing a family or individual season pass to that City’s Pool Facilities. As to each City, the term “Qualified Patron” means (a) residents of the City, and (b) non-residents of the City who have purchased a pool membership in the City for the immediately preceding year.

b. For Qualified Patrons who are residents of a City, the cost of a Super Pool Pass will be \$60 per family up to five (5) person family category of seasonal pool pass, with an additional charge of \$5 for each additional family member, and \$25 per individual category of seasonal pool pass. For Qualified Patrons who are non-residents of a City, the cost of a Super Pool Pass will be \$65 per family up to five (5) person family category of seasonal pool pass, with an additional charge of \$5 for each additional family member, and \$30 per individual category of seasonal pool pass.

c. The Super Pool Pass fee will be collected by each City in the same manner as standard seasonal pool passes.

d. The Super Pool Pass will be designated with a high quality, not easily reproducible sticker added to the seasonal pass card of qualified patrons. The Cities will agree in advance on the form and cost of the sticker. Cities without seasonal pass cards will need to produce a form of season pass card on which to affix the sticker. The cost of the stickers will be funded by the pooled dollars described below.

e. The Super Pool Pass will authorize the holders access to any of the Pool Facilities described on the attached Exhibit A during the 2020 Swim Season.

f. Each City will keep track of (i) the sales of Super Pool Passes by category, and (ii) the number of times each day a Super Pool Pass is used to enter any of its Pool Facilities and how many individuals are admitted for each use of a family Super Pool Pass; and report these counts

by email at the end of the season to the Assistant City Administrator at Prairie Village. Prairie Village will email the tally to all of the Cities promptly upon receipt of the tallies from all Cities.

g. Each City will retain one-half of the Super Pool Pass revenue, and hold the other half (the “Shared Revenue”) in suspense until the end of the season.

h. The Shared Revenue will be summed to reach a total of pooled revenue, and used initially to pay for the cost of the stickers. The remaining pooled revenue will then be distributed proportionally to each City based on the Super Pool Pass use count at the City’s Pool Facilities divided by the total number of Super Pool Pass use count. The calculation will be used to determine the transfer of funds among Cities based on money collected and due each entity. For example, if at the end of the 2020 Swim Season Super Pool Passes were used on 500 occasions at all Pool Facilities, and on 100 occasions at the Mission Pool Facilities, then Mission would be credited 1/5th of the pooled revenue. This number will be compared to dollars collected in Mission to determine transfer in or out of funds.

i. Qualified Patrons who are residents may only purchase Super Pool Passes from the City in which they reside.

IV. POOL SAFETY STANDARDS

Each City agrees to operate and maintain its Pool Facility in compliance with safety standards generally applicable to municipal pool facilities in Kansas, including, but not limited to, the following practices:

a. All Pool Facilities must comply with federal regulations contained in the Virginia Graeme-Baker Act.

b. All Pool Facilities must be municipally owned and either (a) operated by municipal staff, (b) operated by a professional pool management company engaged by the city.

c. All Pool Facilities must meet facility standards in regards to proper placement of guards, number of guards on duty and facility readiness standards as published by the American Red Cross, Ellis and Associates, or Starguard.

d. All lifeguards must receive lifeguard certification from an accredited association.

e. All Pool Facilities must comply with the Kansas Amusement Ride Act, K.S.A. 44-1601 et seq., and amendments thereto.

V. LIABILITY

The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of Pool Facilities described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto on the day and year indicated by each signature.

[Signature pages follow]

CITY OF FAIRWAY, KANSAS

By _____

Melanie Hepperly, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF LEAWOOD, KANSAS

By _____

Peggy Dunn, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF MISSION, KANSAS

By _____

Ronald E. Appletoft, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF PRAIRE VILLAGE, KANSAS

By _____

Eric Mikkelson, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF ROELAND PARK, KANSAS

By _____

Mike Kelly, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

Letter of Understanding

This UNDERSTANDING (“Understanding”) is made and entered into this day of _____, 2020 by and between the **Cities of Fairway, Leawood, Prairie Village, Roeland Park, Mission, and Merriam** (individually referred to as “Hosting Agency and collectively as “Hosting Agencies”), for the following arrangement (the "Arrangement"): On days when an agency hosts a swim or dive meet, all other non-hosting agencies will honor host agency memberships.

RECITALS

1. The Hosting Agencies recognize the importance of cooperation for the purposes of providing high quality services to their constituents; and
2. Each of the Hosting Agencies is involved in the Johnson County Swim and Dive League or the MOKAN Swim and Dive League.

CONDITIONS

1. This Arrangement shall only apply to the 2020 swim and dive team season from the beginning of June to the end of July.
2. This Arrangement is only applicable on days when a Hosting Agency must be closed during regular business hours to host a meet.
3. Members of the Hosting Agencies may gain admission, at no cost, to any non- Hosting Agency’s outdoor swimming pool facilities by providing agency issued membership identification.
 - i. Visitors to Merriam will receive an indelible stamp indicating access to outdoor aquatic facilities only.
4. Non-Hosting Agencies will honor host agency memberships during ALL regular business hours on meet days.
 - i. Each Hosting Agency will notify patrons that passes will not be accepted at Merriam if the outdoor pool is closed.
5. Any Hosting Agency may “opt out” of this Arrangement by providing written notice to each other Hosting Agency. Hosting Agencies shall meet at the end of the season to evaluate the success of the Arrangement and determine participation for the 2020 season.
6. The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of Pool Facilities described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

[Signatures]

CITY OF FAIRWAY, KANSAS

By: _____
Melanie Hepperly, Mayor

Attest: _____

CITY OF LEAWOOD, KANSAS

By: _____
Peggy Dunn, Mayor

Attest: _____

CITY OF MERRIAM, KANSAS

By: _____
Ken Sissom, Mayor

Attest: _____

CITY OF MISSION, KANSAS

By: _____
Ronald E. Appletoft, Mayor

Attest: _____

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Eric Mikkelson, Mayor

Attest: _____

CITY OF ROELAND PARK, KANSAS

By: _____
Mike Kelly, Mayor

Attest: _____

City of Mission	Item Number:	4.
DISCUSSION ITEM SUMMARY	Date:	March 4, 2020
Administration/Public Works	From:	Celia Duran

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

RE: Update on policies and procedures regarding snow removal from sidewalks

DETAILS: At the February 5th, 2020 Community Development Committee meeting, there was discussion regarding the City of Mission’s current policy for shoveling sidewalks after a snowfall. The discussion included concerns regarding students walking to school on unshoveled sidewalks, as well as in some commercial locations. Staff were directed to provide further information on policies adopted by other cities in Johnson County that specifically address this issue.

Mission’s current policy per Resolution No. 786 approved on February 17th, 2010, states that “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”. Although property owners are encouraged to shovel, this resolution does not specifically require property owners to shovel sidewalks and there is no enforcement or associated fines. The attached table shows policies from other cities in Johnson County and how they address this concern.

As shown in the table, seven of sixteen cities in Johnson County have adopted policies that require property owners to shovel snow on sidewalks in public right-of-way adjacent to their property. The typical timeframe required to shovel snow is within 48 hours after snowfall, although there are variations in some of the cities.

Some of the options City Council may want to consider include:

- No changes to the existing “encouragement” policy;
- Adopt a resolution requiring property owners to shovel sidewalks after snowfall; and/or
- Assume more City responsibility for clearing sidewalks in specific locations locations.

Staff hopes to facilitate additional discussion and provide an opportunity for Council to review any other issues or questions related to snow removal policies and procedures. Following additional discussion, Staff is looking for further direction on this issue.

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

City of Mission	Item Number:	4.
DISCUSSION ITEM SUMMARY	Date:	March 4, 2020
Administration/Public Works	From:	Celia Duran

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

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.

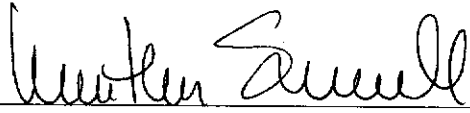
APPROVED by the Mayor, this 17th day of February, 2010.



LAURA McCONWELL, Mayor

(SEAL)

ATTEST:



Martha Sumrall, City Clerk

APPROVED AS TO FORM ONLY:



David Martin, City Attorney

**POLICIES FOR SHOVELING SIDEWALKS
(CITIES IN JOHNSON COUNTY)**

CITY	POLICY	DESCRIPTION
DeSoto	Yes	12 hours after snowfall (\$25 fine)
Edgerton	Yes	48 hours after snowfall
Fairway	No	N/A
Gardner	Yes	48 hours after snowfall or next sunrise if snows overnight
Leawood	Yes	48 hours after snowfall
Lenexa	No	N/A
Merriam	No	N/A
Mission Hills	No	N/A
Mission Woods	No	N/A
Olathe	No	No ordinance, but requests shoveling on a case-by-case basis
Overland Park	No	Currently evaluating per Shawnee Mission Post
Prairie Village	Yes	24 hours after snowfall
Roeland Park	Yes	48 hours after snowfall
Shawnee	Yes	48 hours after snowfall
Spring Hill	Yes	No timeframe specified (\$2-\$50 fine imposed)
Westwood		No

Note: This data was based on review of City Code.