

CITY OF MISSION, KANSAS
COMMUNITY DEVELOPMENT COMMITTEE

WEDNESDAY, MARCH 6, 2019

6:30 P.M.

Mission City Hall

PUBLIC COMMENTS

PUBLIC PRESENTATIONS / INFORMATIONAL ONLY

ACTION ITEMS

1. Acceptance of the February 6, 2019 Community Development Committee Minutes - Martha Sumrall ([page 4](#))

Draft minutes of the February 6, 2019 Community Development Committee meeting are included for review and acceptance.

2. Lease Renewal with Johnson County Wastewater for Community Garden - Emily Randel ([page 9](#))

The City has had a lease agreement since 2009 with Johnson County Wastewater for a portion of the Nelson Complex Wastewater Treatment Facility at Lamar Avenue and Foxridge Drive for the purpose of a community garden. The lease was set to expire in March of 2019. A revised lease is included for review and approval.

3. Super Pool Pass Agreement - Laura Smith ([page 17](#))

For the last ten years, Mission has participated in the Super Pool Pass Program along with Fairway, Merriam, Leawood, Prairie Village, and Roeland Park/Johnson County. This program offers residents and qualified non-residents (those purchasing a membership in the year immediately preceding) of participating cities who purchase a family or individual season pass to their "home" city's pool facility the option of purchasing a "super" pass that provides access to all other participating facilities. The 2019 participation documents are ready for review and approval.

4. Mowing Services Contract - Brent Morton ([page 38](#))

Since 2010, the regular mowing of City parks, facilities, and other public grounds has been performed as a contracted service. The current contract includes approximately 60 acres of public green space, including parks, city-owned lots, KDOT Right-of-Way, guardrail mowing, and trails. The City received four proposals, and upon careful review, determined that Kansas Land Management (KLM) was the most qualified bidder based on the equipment and

employees available to complete the work required by the contract. A contract for is recommended for 2019 with KLM in the amount of \$68,760.

5. Turf Management Contract - Brent Morton ([page 52](#))

Since 2010, the regular turf management of approximately 40 acres of City parks, facilities, and other public grounds has been performed as a contracted service. The frequency of turf management ranges from three to four yearly applications depending on the area being maintained. In prior years, turf management had been part of the mowing contract. Staff separated this out in the 2019 bid process in an effort to find a contractor who was more specialized and efficient at providing these services. The City received two proposals and is recommending a contract be awarded to TRUGREEN in the amount of \$12,429.

6. Public Works Equipment Purchases - Brent Morton ([page 63](#))

The 2019 budget included \$385,000 in the Public Works capital line items to fund the replacement of vehicles and equipment. Quotes were solicited for each of the items scheduled for replacement in 2019 and are summarized in the action item. Staff recommends approval of the purchase of the following: one (1) 2019 Kenworth T470 dump truck, one (1) Ford F-450 1.5 truck (extended cab), one (1) Ford F-450 1.5 ton truck (crew cab), two (2) Electronic Message Boards and one (1) Billy Goat Leaf Vacuum for a total estimated cost of \$351,188.50 excluding trade in or surplus.

7. Broadmoor Construction Inspection Services - Brent Morton ([page 67](#))

The Broadmoor project (Martway to Johnson Drive) is included in the City's Capital Improvement Program (CIP) for construction in 2019. The Broadmoor Project includes a number of improvements including pavement, curb, sidewalk, street lighting, and stormwater infrastructure. To ensure these items are built to plan specifications, it is critical to have a Certified Inspector on site at all times during construction. Staff is recommending approval of a task order with George Butler Associate (GBA) for Broadmoor construction inspection services in an amount not to exceed \$139,399.70.

8. Approval of Costs for Limb Removal/Disposal - Laura Smith ([page 74](#))

Final costs for removal and disposal of limbs following the January storm event are now ready for Council review and confirmation.

DISCUSSION ITEMS

9. 51st Street & Lamar Traffic Signal Repairs - Brent Morton ([page 75](#))

Public Works staff requested a discussion item on the installation of a traffic signal camera video detection system at the intersection of 51st and Lamar Ave. The traffic signal at this location has been in recall mode for the last six months due to pavement condition and traffic loop failure. Staff has worked with KCP&L and tried cutting new loops in twice. Each time the pavement has failed, causing the loops to break. The pavement at the intersection will need constant upkeep. Staff is recommending installation of a video detection system so Public Works can maintain the pavement and ensure efficient operation of the traffic signal.

10. Broadmoor ROW/Easement Acquisition Process Update - Emily Randel ([page 77](#))

The approved Broadmoor Street Reconstruction Project (Johnson Drive to Martway Street) design requires the acquisition of temporary construction easements, permanent sidewalk easements, and right-of-way. The discussion item provides an overview of the scope of the acquisitions and the steps in the process.

11. Hodges Planters Update - Laura Smith ([no attachments](#))

A working group has now been established to review and discuss alternatives for the planters along Hodges. The group's first meeting has been set for Thursday, March 14 at 5:30 p.m.

OTHER

12. Department Updates - Laura Smith

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

City of Mission	Item Number:	1.
ACTION ITEM SUMMARY	Date:	February 22, 2019
Administration	From:	Martha Sumrall

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

RE: February 6, 2019 Community Development Committee minutes.

RECOMMENDATION: Review and accept the February 6, 2019 minutes of the Community Development Committee.

DETAILS: Minutes of the February 6, 2019 Community Development Committee meeting are presented for review and acceptance. At the committee meeting, if there are no objections or recommended corrections, the minutes will be considered approved as presented.

Draft minutes will continue to be 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:	
Line Item Code/Description:	
Available Budget:	

MINUTES OF THE MISSION COMMUNITY DEVELOPMENT COMMITTEE

February 6, 2019

The Mission Community Development Committee met at Mission City Hall, Wednesday, February 6, 2019 at 6:30 p.m. The following committee members were present: Pat Quinn, Arcie Rothrock, Nick Schlossmacher, Debbie Kring, Kristin Inman, Ken Davis and Sollie Flora. Absent: Hillary Thomas. Mayor Appletoft was also present. Councilmember Inman 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, Chief Ben Hadley, and Assistant to the City Administrator Emily Randel.

Sustainability Commission Work Plan

Andy Hyland, past chairperson, and Josh Thede, chairperson of the Sustainability Commission provided an overview of the Sustainability Commission's accomplishments in 2018 and goals for 2019.

Mr. Hyland stated the commission has four main goals and provided information on the following:

- Goal 1 - Make Mission a responsible steward of our natural resources and be a good neighbor in our corner of the planet. One of the achievements under this goal is the battery recycling program. Since it began in 2016 they have collected 1,490 pounds of batteries for recycling and hope to hit 1 ton in 2019. The program has been highly successful and the commission plans to continue it in 2019 and beyond.
- Goal 2 - Make Mission a desirable community where people want to live and establish businesses, sustaining our way of life for years to come. The commission developed the Sustainability Scorecard for development projects to encourage sustainable elements in each project. Mr. Thede has assisted with identifying areas of the "green code" that can be incorporated into the scorecard. Several developments have participated in this volunteer program to date.
- Goal 3 - Execute our charge to serve as advisers to the City Council. He noted that this is the second year the commission has made a presentation to Council, and stated the group is excited to work with Council and develop a formalized process for bringing initiatives forward. The commission has served as an advisory group for the Community for All Ages program.
- Goal 4 - Continue to increase visibility. In 2018 the commission hosted Earth Hour in a park where residents were encouraged to turn out their lights for one hour. They hope to do this again in 2019. The commission also plans to continue to work with other regional groups on sustainability efforts in our area.

Mr. Thede stated that going forward the commission plans to assist with an energy audit of city facilities, promote the “ditch the bag” recycling effort, follow-up with the City’s Climate Action Plan which includes deadlines in 2020, serve in an advisory capacity to bike/pedestrian initiatives and Community for All Ages program. He stated that the commission will update their goals going forward and are open to collaboration with the community and Council. He encouraged all to share their ideas with the commission and stated he is proud of all the great people serving on the Sustainability Commission.

Councilmember Inman thanked members of the commission for all their work. She asked that the group share ideas on sustainable building practices that can be considered when Council considers an ordinance on building teardowns. Discussion by the group continued on the best ways for the commission to share ideas and feedback with Council, including the commission providing an update to Council more than once a year, adding grant writing to their goals, and having Council liaisons with the Sustainability Commission and other commissions. Councilmember Kring stated she would like to serve as the Council liaison to the Sustainability Commission as this ties to her background. Ms. Smith stated the idea of Council liaisons was discussed at the recent Council retreat, and she will be contacting Council regarding their interest as we move forward to formalize this program. Teardowns / rebuilds were also discussed at the retreat.

Councilmember Kring requested additional information on what can and can’t be recycled, and Ms. Smith stated we have this information included as a tear-out page in the upcoming newsletter.

Discussion continued on increasing the frequency of presentations to Council from the commission, the growing public energy on sustainability issues in the region and our participation in these efforts, and working to encourage businesses in Mission to recycle. Councilmember Davis stated he would like to see additional information from the commission on outcomes, and noted that if ideas and initiatives are brought forward to Council from the commission can then be prioritized and possibly contracted out for completion. The Council liaison can assist with this process. Councilmember Davis stated activities under Goal 4 - continue to increase visibility - should be focused on encouraging activities we all want achieved and the outcomes. Mr. Hylan agreed and stated that is also the goal of the commission.

Councilmember Flora stated other cities require green building codes for incentives, and Mr. Thede stated that our Sustainability Scorecard is a volunteer process that works to fill the gap between different rating systems and the LEED certification. He stated the commission will look at what other cities are doing in this area.

This item was informational only and no action was taken.

Approval of January 9, 2019 Community Development Committee Minutes

Ms. Sumrall stated beginning in 2019, Council has indicated they want to formally approve committee minutes. Draft minutes will continue to be 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. Minutes from the previous month will now be placed on the following month's committee agenda for final review and approval.

Councilmember Davis recommended the January 9, 2019 Community Development Committee Minutes be approved as presented. Councilmember Schlossmacher seconded the motion. Discussion by the committee continued as to whether a formal motion is appropriate for approval of the minutes at the committee level, and the need to approve the minutes in some fashion to show they accurately reflect what happened during the committee meeting. Ms Smith stated that no binding action can be taken at the committee level, but this is a procedural issue. The committee agreed that if there were no objections or recommended corrections, the minutes would be considered approved as presented. There being no objections or corrections the minutes were approved.

Contract Award for Rock Creek Stormwater Box Clean-out

Ms. Smith stated that over the last 10 years, the open creek channel has deposited large quantities of riprap and silt in the underground box culverts at The Gateway site, between Roeland Drive and Roe. This debris is now clogging the boxes and reducing their capacity. As the Gateway Project develops they will be looking at the capacity of the boxes, but the current situation impacts upstream flow. Bids for this project were received from three companies and staff recommends award of the contract to Kissick Construction Company in an amount not to exceed \$179,921. She stated this bid also includes \$17,600 for repairs/concrete restoration if needed once the material is removed. Once the contract is approved, the contractor can start immediately and we anticipate it will take about one month to complete the project. This work will happen in a confined workspace so additional precautions are required.

Councilmember Kring requested information on why the large difference in bids, and Ms. Smith stated that Kissick has a place they can take the material that is removed, reducing their cost for disposal. Councilmember Quinn asked if this clean out is done "as needed" or if there is a regular maintenance timeline, and if this was budgeted. Ms. Smith stated this will be paid for from the Stormwater Utility Fund and stormwater maintenance will be included in the 2019 CIP. Mr. Morton is now working on a four-year routine creek clean-out schedule. Ms. Smith also noted that if improvements are made to Rock Creek upstream from this area, it will reduce the material deposited in these boxes and decrease the frequency that clean-out is required. Councilmember Davis requested information in the \$7,000 included in the bid for "seeding." Ms. Smith stated that the company will need to build temporary access to the boxes, and this item is for restoration work on the site.

Councilmember Davis recommended that the contract with Kissick Construction Company for the removal of an estimated 520 CY of debris from the box culverts at the Gateway site in an

amount not to exceed \$179,921 be forwarded to Council for approval. All on the committee agreed. This will be a consent agenda item.

Department Updates / Other

Ms. Smith stated a grant has been submitted for an Economic Summit through the First Tier Suburbs Coalition lead by Mission, Gladstone and MARC. The grant was submitted by MARC and will focus on affordable housing. If the grant is received, we will host a regional event on affordable housing. Ms. Smith thanked Lauren Palmer, MARC, for her work on this initiative. Councilmember Davis stated this is a pilot project and the estimated cost is \$10,000, and Ms. Smith stated if the grant is approved the First Tier Suburbs will ask each participating city to share this cost.

Ms. Smith announced that James Gorham, Code Enforcement Officer, will be leaving the City of Mission for a job opportunity in Olathe. There will be a farewell reception for him on Monday, February 11th and all were invited to attend.

Councilmember Kring stated there is a limb that was damaged in the recent snow storm and is hanging over the street at 57th & Walmer. She has reported this to Code Enforcement, but is concerned it could fall and there may be others. She asked if the Mission Possible program is available for storm damaged trees. Discussion continued on limb debris pick-up, addressing this specific issue, and assistance programs available. Ms. Smith will follow-up with Code Enforcement on the issue at this location.

Councilmember Flora thanked Councilmember Inman for her continued leadership of the First Tier Suburbs Coalition, and for undertaking this grant opportunity. Ms. Smith noted that this group's leadership is Mission and Gladstone, which were the cities who were the original leaders.

Meeting Close

There being no further business to come before the Committee, the meeting of the Community Development Committee adjourned at 7:15 p.m..

Respectfully submitted,

Martha Sumrall
City Clerk

City of Mission	Item Number:	2
ACTION ITEM SUMMARY	Date:	February 21, 2019
Administration	From:	Emily Randel

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

RE: Lease Renewal with Johnson County Wastewater for Community Garden

RECOMMENDATION: Approve a revised lease with Johnson County Wastewater for a portion of the Nelson Complex Wastewater Treatment Facility at Lamar Avenue and Foxridge Drive for the purpose of a community garden.

DETAILS: The City has had a lease agreement since 2009 with Johnson County Wastewater for a 0.66 acre portion of the Nelson Complex Wastewater Treatment Facility at Lamar Avenue and Foxridge Drive. The space was leased to host a community garden. The City improvements on the site include the garden bed borders, a storage shed, a water cistern, and signage.

The community garden hosts 12 plots, and has maintained a consistent waiting list. Neighborhood Services manages the reservations for the plots and organizes seasonal volunteer clean-ups. A small portion of the leased space is included in the City's mowing contract. Public Works crews fills the water cistern at the gardens and removes brush from the site as needed and applies topsoil periodically.

The original ten-year lease was signed in March of 2009. Johnson County Wastewater has revised the lease for an initial term of one year and shall automatically renew and extend for four successive one year terms thereafter unless written notice of termination is provided to the other at least thirty days prior to the expiration of the initial term. The Nelson Complex is scheduled for major renovations in 2024. If the property is needed for the expansion of the plant, the County may terminate the agreement upon three months' notice to the City.

CFAA CONSIDERATIONS/IMPACTS: The Communities for All Ages Checklist action item 6-I calls for the City to encourage healthy eating and community participation through support of community gardens and other initiatives that promote healthy eating.

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

February 1, 2019

Ms. Laura Smith, City Administrator
City of Mission
6090 Woodson
Mission, KS 66202

RE: Lease Agreement for Community Garden

Dear Laura:

I am writing in reference to the lease agreement dated March 5, 2009, between Johnson County Wastewater (JCW) and the City of Mission (City). This lease agreement (Lease) was for the purpose of a "community garden" as shown in Exhibit A of the Lease. In accordance with Paragraph 5 of the Lease, JCW hereby gives notice of its intent to terminate the current lease and that JCW wishes to lease out the property under a revised lease. JCW anticipates the property will be needed for construction purposes at the Nelson Complex Wastewater Treatment Facility in 2023, however this date could change.

I have attached a draft revised lease agreement for your review. Please contact Kenny Kellison at 913-715-8604 or at kenny.kellison@jcw.org to discuss and finalize the revised lease agreement.

Sincerely,



Susan D. Pekarek
General Manager

Attachment

cc: Kenny Kellison, Operations and Maintenance Director

LEASE AGREEMENT

This Lease Agreement is entered into as of the _____ day of _____, 2019, by and between the Board of County Commissioners of Johnson County, Kansas (“County”) and the City of Mission, Kansas (“City”).

Recitals

- A. The County owns certain real property in the city of Mission legally described on the attached Exhibit A (the “County Wastewater Property”) which although contiguous to the County’s Wastewater Treatment Plant, is undeveloped open space.
- B. The City desires to significantly improve a portion (approximately 0.66 acres) of the County Wastewater Property as a community garden and agriculture venture, as outlined in Exhibit A. These improvements would include the installation and maintenance of one concrete pad for the foundation of a maintenance shed, several raised beds for growing crops, and the necessary water and electric utilities to maintain the site.
- C. The improvement of the County Wastewater Property by the City will benefit the residents of Johnson County, in general, and the residents of Mission, in particular.
- D. For the public benefit, the City and the County hereby desire to enter into this Lease Agreement regarding the operation and maintenance of the County Wastewater Property.

Agreement

1. For good and valuable consideration, the receipt and sufficiency is hereby acknowledged, which consideration includes the benefit to the County by the City’s provision of a community garden to residents of Johnson County, the County hereby leases the County Wastewater Property to the City. City and the County agree that from and after the effective date of this Lease Agreement, the City shall have the day-to-day control over the designated portion of the County Wastewater Property outlined in Exhibit A and shall be solely responsible for its improvement, care, and maintenance. The effective date of this Lease Agreement shall be first date that the City installs improvements upon the County Wastewater Property. The City shall provide written notice to the County at least thirty (30) days in advance of installing any improvements and such notice shall establish the lease commencement date.
2. The City agrees that the property outlined in Exhibit A as the County Wastewater Property shall be used only for agricultural, public recreation, and/or public education purposes. The City agrees to provide parking for users of the community garden along adjoining city streets or other city-owned property and the County shall have no obligation to provide parking on County property. All parking provided by the City will be in a manner and form approved by Johnson County.
3. The County agrees that the City may install, at the City’s sole cost and expense, such improvements upon the County Wastewater Property as deemed appropriate or desirable by the City. However, no permanent structure, paving, or parking area shall be located upon the leasehold

property without the County's prior written approval. Garden beds shall not be considered a permanent structure.

4. The City will obtain prior written approval of the final location of the garden within the bounds of Exhibit A to ensure that the garden will not interfere with existing utility and operational facilities of Johnson County. The City agrees that the County will have full access to all lines, pump stations, improvements, and appurtenances on the property. The County will give the City reasonable notification concerning any disruptions to the site.

5. This Lease Agreement shall have an initial term of one (1) year beginning on the effective date and shall automatically renew and extend for four (4) successive one (1) year terms thereafter unless written notice of termination is provided to the other at least thirty (30) days prior to expiration of the initial term. This agreement may also be terminated at any time by mutual consent of the parties or for reasonable cause by official action of taken by the respective board of each party. Upon termination, and at the request of the County, the City shall remove, at its expense, any lease-hold improvements installed by the City upon the County Wastewater Property.

6. In the event that the County has need to use the County Wastewater Property for the expansion of the County's Wastewater Treatment Plant, this agreement may be terminated by the County upon three (3) months' notice to the City.

7. The City shall be responsible for responding to and defending any property damage or personal injury claims occurring upon the County Wastewater Property while this Lease Agreement is in effect. At the County's request, the City shall retain legal counsel, at the City's expense, to defend the County if the County is named in any lawsuit arising out of such claim. It is the party's intent that the City, and not the County, be responsible for the maintenance and care of the County Wastewater Property and the City agrees to and shall indemnify and hold the County harmless from any such claims.

8. Any notices, demands or requests required by this Agreement shall be in writing and shall be sent by U. S. Mail, postage prepaid, to the following addresses:

Johnson County, Kansas:
c/o Chairman, Board of County Commissioners
County Administration Building
Olathe, Kansas 66061

City of Mission, Kansas:
c/o Mayor Ronald E. Appletoft
6090 Woodson Rd.
Mission KS 66202

The parties may, from time to time, designate a different notice address by giving notice to the other party of the change of address.

9. This Agreement shall be governed by and interpreted according to the laws of the State of Kansas.

IN WITNESS WHEREOF, City and the County have executed this Lease Agreement effective as of the date and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF JOHNSON COUNTY, KANSAS

CITY OF MISSION, KANSAS

Ronald E. Appletoft, Mayor

ATTEST:

ATTEST:

Clerk to the Board

Martha Sumrall
City Clerk

Approved as to form:

Ryan Haga, Assistant County counselor

LEASE AGREEMENT

This Lease Agreement is entered into as of the 5th day of March, 2009, by and between the Board of County Commissioners of Johnson County, Kansas ("County") and the City of Mission, Kansas ("City").

RECITALS

- A. The County owns certain real property in the city of Mission legally described on the attached Exhibit A (the "County Wastewater Property") which although contiguous to the County's Wastewater Treatment Plant, is undeveloped open space.
- B. The City desires to significantly improve a portion (approximately 0.66 acres) of the County Wastewater Property as a community garden and agriculture venture, as outlined in Exhibit A. These improvements would include the installation and maintenance of one concrete pad for the foundation of a maintenance shed, several raised beds for growing crops, and the necessary water and electric utilities to maintain the site.
- C. The improvement of the County Wastewater Property by the City will benefit the residents of Johnson County, in general, and the residents of Mission, in particular.
- D. For the public benefit, the City and the County hereby desire to enter into this Lease Agreement regarding the operation and maintenance of the County Wastewater Property.

AGREEMENT

1. For good and valuable consideration, the receipt and sufficiency is hereby acknowledged, which consideration includes the benefit to the County by the City's provision of a community garden to residents of Johnson County, the County hereby leases the County Wastewater Property to the City. City and the County agree that from and after the effective date of this Lease Agreement, the City shall have the day-to-day control over the designated portion of the County Wastewater Property outlined in Exhibit A and shall be solely responsible for its improvement, care, and maintenance. The effective date of this Lease Agreement shall be first date that the City installs improvements upon the County Wastewater Property. The City shall provide written notice to the County at least thirty (30) days in advance of installing any improvements and such notice shall establish the lease commencement date. If improvements have not been installed by the City within twelve months (12) from the date of this Agreement, the Agreement shall immediately terminate and be of no further force or effect.
2. The City agrees that the property outlined in Exhibit A as the County Wastewater Property shall be used only for agricultural, public recreation, and/or public education purposes. The City agrees to provide parking for users of the community garden along adjoining city streets or other city-owned property and the County shall have no obligation to provide parking on County property. All parking provided by the City will be in a manner and form approved by Johnson County.
3. The County agrees that the City may install, at the City's sole cost and expense, such improvements upon the County Wastewater Property as deemed appropriate or desirable by the City. However, no permanent structure, paving, or parking area shall be located upon the leasehold property without the County's prior written approval. Garden beds shall not be considered a permanent structure.
4. The City will obtain prior written approval of the final location of the garden within the bounds of Exhibit A to ensure that the garden will not interfere with existing utility and operational facilities of Johnson County. The City agrees that the County will have full access to all lines, pump stations, improvements, and appurtenances on the property. The County will give the City reasonable notification concerning any disruptions to the site.
5. This Lease Agreement shall have an initial term of ten years beginning on the lease effective date and shall automatically renew and extend for one successive ten year term thereafter unless written notice of termination is provided to the other at least thirty (30) days prior to expiration of the initial term. This agreement may also be terminated at any time by mutual consent of the parties or for reasonable cause by

official action of taken by the respective board of each party. Upon termination, and at the request of the County, the City shall remove, at its expense, any lease-hold improvements installed by the City upon the County Wastewater Property.

6. The City shall be responsible for responding to and defending any property damage or personal injury claims occurring upon the County Wastewater Property while this Lease Agreement is in effect. At the County's request, the City shall retain legal counsel, at the City's expense, to defend the County if the County is named in any lawsuit arising out of such claim. It is the party's intent that the City, and not the County, be responsible for the maintenance and care of the County Wastewater Property and the City agrees to and shall indemnify and hold the County harmless from any such claims.

7. Any notices, demands or requests required by this Agreement shall be in writing and shall be sent by U. S. Mail, postage prepaid, to the following addresses:

Johnson County, Kansas:
c/o Chairman, Board of County Commissioners
County Administration Building
Olathe, Kansas 66061

City of Mission, Kansas:
c/o Mayor Laura L. McConwell
6090 Woodson Road
Mission, KS 66202


The parties may, from time to time, designate a different notice address by giving notice to the other party of the change of address.

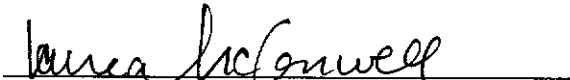
8. This Agreement shall be governed by and interpreted according to the laws of the State of Kansas.

IN WITNESS WHEREOF, City and the County have executed this Lease Agreement effective as of the date and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF JOHNSON COUNTY, KANSAS


CITY OF MISSION, KANSAS


Annabeth Surbaugh, Chairman of the Board


Laura L. McConwell, Mayor

ATTEST:


ATTEST:


Casey Joe Carl, Clerk of the Board
030509


Martha Sumrall, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM

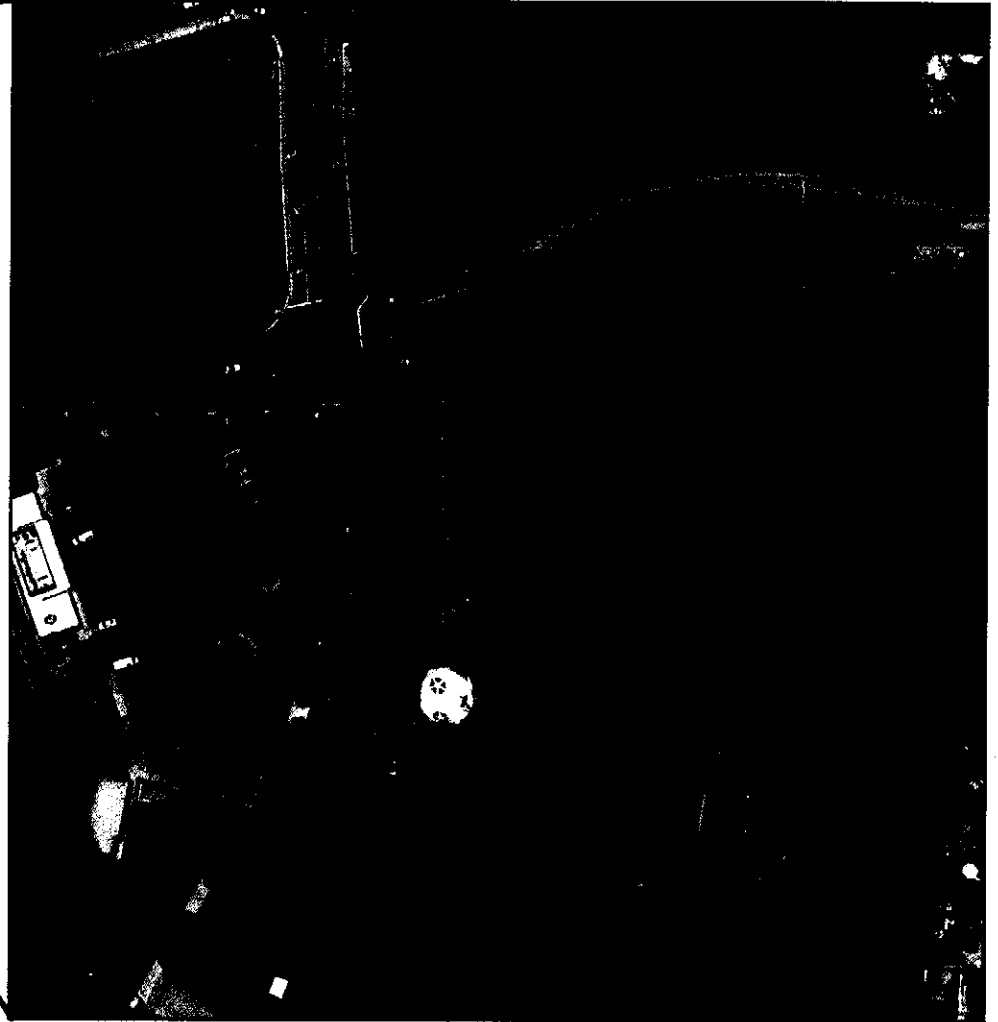
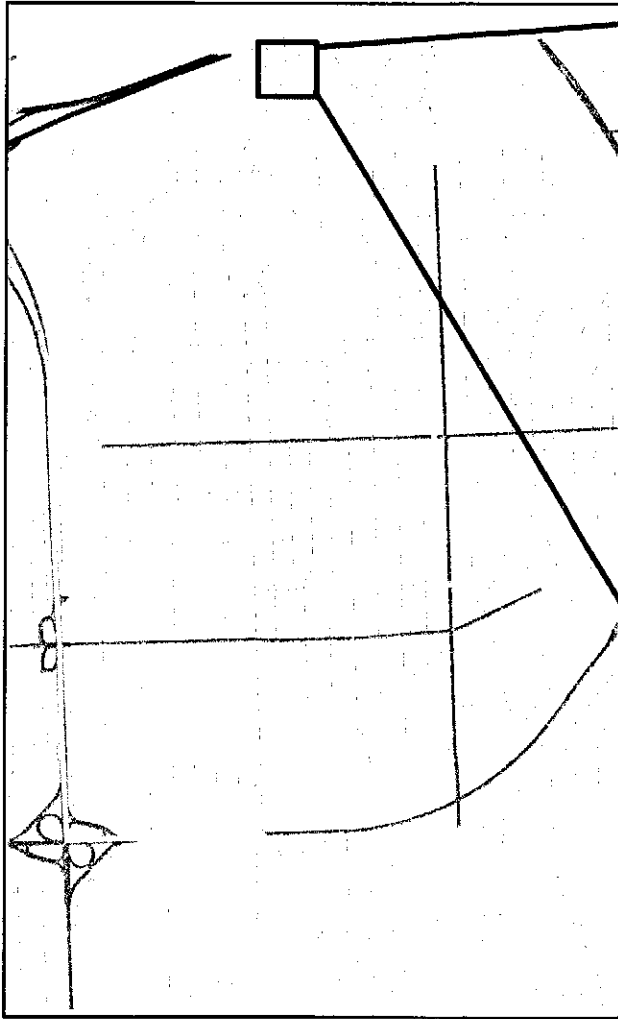

Roger Tarbutton, Assistant County


David K. Martin, City Attorney



Exhibit A

Location of Proposed Lease



Green shaded area constitutes approximately 0.66 acres near the corner of Foxridge Dr. and Lamar Ave. in Mission.

City of Mission	Item Number:	3.
ACTION ITEM SUMMARY	Date:	February 25, 2019
Parks & Recreation	From:	Laura Smith

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

RE: Interlocal Agreements between NE Johnson County cities for use of swimming pool facilities (Super Pool Pass Program)

RECOMMENDATION: Authorize the Mayor to sign the interlocal agreements allowing Mission to participate in the Super Pool Pass Program for 2019, providing continued access for Merriam residents, and approve the Swim Meet Letter of Understanding.

DETAILS: For the last ten years, Mission has participated in the Super Pool Pass Program. This program offers residents and qualified non-residents (those purchasing a membership in the year immediately preceding) of participating cities who purchase a family or individual season pass to their “home” city’s pool facility the option of purchasing a “super” pass that provides access to all other participating facilities.

The program is intended to increase usage at local outdoor aquatic facilities by allowing patrons access to multiple venues and amenities. The cities of Fairway, Leawood, Merriam, Mission, Prairie Village, Roeland Park and the Johnson County Park and Recreation District have historically participated in the program. Because their outdoor aquatic facility is currently under construction, the City of Merriam will not have a facility available to be a part of the program for 2019, but they will plan to offer the passes to their residents.

The cost of a Super Pool Pass for residents is \$60 per family (up to five members) plus a charge of \$5 for each additional family member, or \$25 for an individual membership. For qualified non-residents, the cost of the Super Pool Pass is \$65 per family (up to five members) plus a charge of \$5 for each additional family member, or \$30 for an individual membership. The Super Pool Pass fee is collected by each city in the same manner as standard seasonal pool passes. Passes are designated with a high quality, not easily reproducible sticker, which is added to the regular seasonal pass card.

Each city retains one-half of the Super Pool Pass revenue, and holds the other half in suspense until the end of the season. The shared revenue is then totaled, and the cost of the stickers is deducted off the top. The remaining pooled revenue is then distributed proportionally to each city based on the Super Pool Pass usage count at each city’s pool facility divided by the total number of Super Pool Pass visits to all participating members.

A summary of the revenue generated for Mission in previous years from the Super Pool Pass program is included below:

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

City of Mission	Item Number:	3.
ACTION ITEM SUMMARY	Date:	February 25, 2019
Parks & Recreation	From:	Laura Smith

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

Year	Passes sold in Mission	Super Pool Pass visits to Mission from other cities	\$ Generated for Mission
2009	161	678	\$2,418.21
2010	166	704	\$2,953.32
2011	138	818	\$3,389.84
2012	187	1,000	\$3,966.48
2013	148	573	\$3,902.77
2014	157	2,333	\$6,035.83
2015	111	2,676	\$4,900.80
2016	155	4,371	\$7,221.12
2017	121	4,329	\$8,360.58
2018	132	6,000	\$9,666.79
		Total Revenue	\$52,815.74

In order to implement the program, each city executes the interlocal agreement and a Swim Meet Letter of Understanding. The letter of understanding allows the residents of the Super Pool Pass city hosting a swim meet free admission to any of the other facilities on the day the swim meet is being held. For 2019, an additional agreement, allowing Merriam pass holders access to the other facilities, will also need to be considered. The documents have been reviewed and approved by the City's legal counsel.

CFAA CONSIDERATIONS/IMPACTS: This activity supports section 4-A of the Communities for All Ages Checklist, which establishes the goal that “the city and its partners...design programming, including recreational opportunities, that respects the needs and interests of diverse populations.” The Super Pool Pass provides an affordable recreational program that benefits users of all ages, especially families with children.

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

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, THE CITY OF ROELAND PARK, KANSAS, AND JOHNSON COUNTY PARK AND RECREATION DISTRICT 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”), the City of Roeland Park, Kansas (“Roeland Park”), and Johnson County Park and Recreation District (“JCPRD”) as operator of the Roeland Park swimming pool facility.

RECITALS

A. The cities of Fairway, Leawood, Mission, Prairie Village and Roeland Park (each a “City” and collectively the “Cities”) and JCPRD as operator of the swimming pool facility for Roeland Park, 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 2019 swim season with the purchase of a special pass.

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

NOW, THEREFORE, pursuant to, and in accordance with, the statutory authority invested in the parties to this 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 Cities and JCPRD, as operator of the Roeland Park pool facility, 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 2019 swim season, which commences approximately May 25, 2019 and ends approximately September 2, 2019.

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 2019 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 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 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 2019 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 to the 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 2019 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, or (c) operated by JCPRD.

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:

JOHNSON COUNTY PARKS AND
RECREATION DISTRICT

By _____
Michael Pirner, Board Chair

Attest:

Secretary Approved as to Form:

District Legal Counsel

Exhibit A

CITY	OUTDOOR POOL FACILITIES
Fairway	6136 Mission Road Fairway, KS 66205
Leawood	10601 Lee Boulevard Leawood, KS 66206
Mission	6090 Woodson Road Mission, KS 66202
Prairie Village	7711 Delmar Street Prairie Village, KS 66208
Roeland Park/Parks and Recreation District	4843 Rosewood Drive Roeland Park, KS 66205

AGREEMENT BY AND AMONG THE CITY OF FAIRWAY, KANSAS, THE CITY OF LEAWOOD, KANSAS, THE CITY OF MERRIAM, KANSAS, THE CITY OF MISSION, KANSAS, THE CITY OF PRAIRIE VILLAGE, KANSAS, THE CITY OF ROELAND PARK, KANSAS, AND JOHNSON COUNTY PARK AND RECREATION DISTRICT 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 Merriam, Kansas (“Merriam”), the City of Mission, Kansas (“Mission”), the City of Prairie Village, Kansas (“Prairie Village”), the City of Roeland Park, Kansas (“Roeland Park”), and Johnson County Park and Recreation District (“JCPRD”) as operator of the Roeland Park swimming pool facility.

RECITALS

A. The cities of Fairway, Leawood, Mission, Prairie Village and Roeland Park (each a “City” and collectively the “Cities”) and JCPRD as operator of the swimming pool facility for Roeland Park, 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 residents and existing non-resident pass-holders of Merriam the opportunity to use all of the Pool Facilities during the 2019 swim season during the construction of the new community center with indoor / outdoor aquatics in Merriam.

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

D. K.S.A. § 19-2862 authorizes JCPRD to enter into this agreement.

NOW, THEREFORE, pursuant to, and in accordance with, the statutory authority invested in the parties to this 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 establish cooperation among the Cities, and JCPRD as operator of the Roeland Park pool facility, by making all of the Pool Facilities available for use by the qualified patrons of Merriam with the purchase of a pass during the 2019 swim season, which commences approximately May 26, 2019 and ends approximately September 2, 2019.

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 2019 swim season, Merriam will not have an operating facility in preparation for the new community center. Merriam will sell memberships to residents and qualified non-residents with each receiving a “Super Pass” at no additional charge.

- a. Pool membership fees for Merriam will be:

	Resident	Non-Resident
Household	\$105	\$180
Youth (17 & under)	\$55	\$85
Adult	\$70	\$105
Senior (60+)	\$55	\$85

- b. Each patron will be provided with a Super Pass sticker. 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. The cost of the stickers will be funded by membership fees collected by Merriam. The Super Pool Pass will authorize the holders access to any of the Pool Facilities described on the attached Exhibit A during the 2019 swim season.

f. Merriam will keep track of the sales of membership by category. Each city will track the number of times each day a Merriam 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 Director of Parks and Recreation at Merriam. Merriam will email the tally to all of the Cities promptly upon receipt of the tallies from all Cities.

- g. Merriam will retain no revenue from the passes sold. The revenues will be held in suspense until the end of the season.
- h. The revenue will be summed 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 to Cities based on money collected and due each entity. For example, if at the end of the 2019 swim season Super Pool Passes were used on 500 occasions at all Pool Facilities, and on 100 occasions at the Mission Pool Facilities, Mission would receive 1/5th of the revenue collected.
- i. Qualified Patrons who are residents may only purchase Super Pool Passes from the City in which they reside. Non-residents patrons of Merriam must have purchased a season pass in 2018 to be eligible for 2019 pass.

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, or (c) operated by JCPRD.
- 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 MERRIAM, KANSAS

By_ Ken Sissom, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF MISSION, KANSAS

By_ Ron 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

JOHNSON COUNTY PARKS AND
RECREATION DISTRICT

By_ Michael Pirner, Board Chair

Attest:

Secretary Approved as to

Form:

District Legal Counsel

Exhibit A

CITY	OUTDOOR POOL FACILITIES
Fairway	6136 Mission Road Fairway, KS 66205
Leawood	10601 Lee Boulevard Leawood, KS 66206
Mission	6090 Woodson Road Mission, KS 66202
Prairie Village	7711 Delmar Street Prairie Village, KS 66208
Roeland Park/Parks and Recreation District	4843 Rosewood Drive Roeland Park, KS 66205

Letter of Understanding

This UNDERSTANDING (“Understanding”) is made and entered into this ___ day of _____, by and between the **Johnson County Park & Recreation District** and the **Cities of Fairway, Leawood, Prairie Village, Roeland Park, and Mission** (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 2019 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.
4. Non-Hosting Agencies will honor host agency memberships during ALL regular business hours on meet days.
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 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: _____

JOHNSON COUNTY PARK AND RECREATION DISTRICT

By: _____
Michael Pirner, Board Chair

Attest: _____

City of Mission	Item Number:	4.
ACTION ITEM SUMMARY	Date:	February 25, 2019
PUBLIC WORKS	From:	Brent Morton

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

RE: 2019 Mowing Services Contract

RECOMMENDATION: Approve the 2019 Mowing Services Contract with Kansas Land Management in the amount of \$68,760.00.

DETAILS: Since 2010, the regular mowing of City parks, facilities, and other public grounds has been performed as a contracted service. The decision was made to contract this service for two reasons, cost savings and reallocation of time for Public Works staff.

Cost savings are realized by not having the capital expenditures and maintenance cost of equipment required to maintain 60+ acres of public space. The number of employees dedicated to this service also drove the cost higher as seasonal workers were brought on in the summer months for the sole purpose of mowing.

Reallocation of time has been another benefit to contractual mowing. Staff time can be utilized to perform core Public Works tasks such as street repair and stormwater maintenance.

The current contract includes approximately 60 acres of public green space. Initially, the contract included park space and city-owned lots. Over time, the contract has been expanded to cover other spaces such as KDOT Right-of-Way, guardrail mowing, and trails. The frequency of mowing ranges from weekly to monthly depending on the area being maintained. For instance, parks are mowed on a weekly basis while KDOT areas are mowed once a month.

The City took the mowing contract out to bid for the 2019 mowing season. The City received four proposals, and upon careful review, determined that KLM was the most qualified bidder based on the equipment and employees available to complete the work required by the contract. The contract with Kansas Land Management is for one year with an option to renew in one year increments through 2024 at an amount not to exceed 3% annually.

2019 Mowing Services	Total Bid
Personal Touch Lawn Service	\$120,480.00
Kansas Land Management	\$68,760.00
Jake's Lawn & Landscape	\$60,408.00
Sterlins Curb Appeal & Landscape	\$53,988.00

City of Mission	Item Number:	4.
ACTION ITEM SUMMARY	Date:	February 25, 2019
PUBLIC WORKS	From:	Brent Morton

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

CFAA CONSIDERATIONS/IMPACTS: NA

Related Statute/City Ordinance:	
Line Item Code/Description:	01-20-212-06 Service Contracts
Available Budget:	\$180,000

CONTRACTOR LIST OF ALL MAJOR EQUIPMENT OWNED AND/OR ACCESSIBLE

Quantity	Type of Equipment
20	JOHN DEERE 2997 (72" DECK)
3	JOHN DEERE (60" DECK)
5	JOHN DEERE 652E (STANDER, 52")
30	STIHL FS 91 (WEEDEATER)
10	GRASSHOPPER 325D (72" + 60")

City of Mission

Parks and Public Property Mowing

2019 RFP Bid Table

For services to be rendered between April 2019 - November 2021

	Approx. Quantity	Unit Price	Total
# <u>Example Location X (Address / Location Description)</u> (a) Mowing (Trimming & Litter Removal Subsidiary)	Land Size (Acres) (a) 32 (example)	(a) \$ _____	(a) \$ _____
#1 <u>Waterworks Park (53rd & Woodson)</u> Between 5910 & 5810 W 53rd St (a) Mowing (Trimming & Litter Removal Subsidiary)	4.2 Acres (a) 32	(a) \$ <u>150.00</u>	\$ <u>4,800.00</u>
#2 <u>Community Center (6200 Martway)</u> (a) Mowing (Trimming & Litter Removal Subsidiary)	0.9 Acres (a) 32	(a) \$ <u>110.00</u>	\$ <u>3,520.00</u>
#3 <u>Beverly Park (5935 Beverly)</u> (a) Mowing (Trimming & Litter Removal Subsidiary)	0.5 Acres (a) 32	(a) \$ <u>30.00</u>	\$ <u>960.00</u>

<p>#4 <u>Mohawk Park (67th & Lamar)</u> 6649 Lamar Ave</p>	<p>7.8 Acres</p>	<p>(a) 32</p> <p>(a) \$ <u>250,000</u></p>	<p>\$ <u>8,000,000</u></p>
<p>#5 <u>Foxridge Lot (Between 5501 & 5621 Foxridge Dr)</u> Mowing (Trimming & Litter Removal Subsidiary)</p>	<p>0.5 Acres</p>	<p>(a) 16</p> <p>(a) \$ <u>15,000</u></p>	<p>\$ <u>240,000</u></p>
<p>#6 <u>Birch Park-6000 Birch St</u> North End of Street Mowing (Trimming & Litter Removal Subsidiary)</p>	<p>0.4 Acres</p>	<p>(a) 32</p> <p>(a) \$ <u>25,000</u></p>	<p>\$ <u>800,000</u></p>
<p>#7 <u>Pearl Harbor Park (Martway & Maple - SE corner)</u> Mowing (Trimming & Litter Removal Subsidiary)</p>	<p>0.3 Acres</p>	<p>(a) 16</p> <p>(a) \$ <u>20,000</u></p>	<p>\$ <u>320,000</u></p>
<p>#8 <u>Nail Lot (6516 Nail Ave)</u> Mowing (Trimming & Litter Removal Subsidiary)</p>	<p>0.4 Acres</p>	<p>(a) 16</p> <p>(a) \$ <u>15,000</u></p>	<p>\$ <u>240,000</u></p>

#9	Roe Ramp 5930 Roe Ave (Right-of-way to the North of address) Mowing (Trimming & Litter Removal Subsidiary)	2.2 Acres	(a) 8	(a) \$ <u>130.⁰⁰</u>	\$ <u>1,040.⁰⁰</u>
#10	56th/Broadmoor Lot (56th & Broadmoor - NE corner) Mowing (Trimming & Litter Removal Subsidiary)	1.25 Acres	(a) 16	(a) \$ <u>50.⁰⁰</u>	\$ <u>800.⁰⁰</u>
#11	Streamway Park (51st & Foxridge Dr) (Access Road) Mowing (Trimming & Litter Removal Subsidiary)	6.0 Acres	(a) 32	(a) \$ <u>135.⁰⁰</u>	\$ <u>4,320.⁰⁰</u>
#12	City Hall (6090 & 6019) Woodson + Parking Area E of Woodson) Mowing (Trimming & Litter Removal Subsidiary)	0.4 Acres	(a) 32	(a) \$ <u>75.⁰⁰</u>	\$ <u>2,400.⁰⁰</u>
#13	Anderson Park (6090 Woodson) Mowing (Trimming & Litter Removal Subsidiary)	2.4 Acres	(a) 32	(a) \$ <u>150.⁰⁰</u>	\$ <u>4,800.⁰⁰</u>
#14	61 St. Islands (Between Woodson & Maple) Mowing (Trimming & Litter Removal Subsidiary)	0.3 Acres	(a) 16	(a) \$ <u>15.⁰⁰</u>	\$ <u>240.⁰⁰</u>

#15	<u>5919 Woodson St</u>	0.1 Acres			
(a)	Mowing (Trimming & Litter Removal Subsidiary)	(a) 16	(a) \$ <u>10.00</u>		\$ <u>160.00</u>
#16	<u>Broadmoor Park (5701 Broadmoor)</u>	5.0 Acres			
(a)	Mowing (Trimming & Litter Removal Subsidiary)	(a) 32	(a) \$ <u>150.00</u>		\$ <u>4,800.00</u>
#17	<u>Public Works Shop (4775 Lamar)</u>	1.0 Acres			
(a)	Mowing (Trimming & Litter Removal Subsidiary)	(a) 32	(a) \$ <u>60.00</u>		\$ <u>1,920.00</u>
#18	<u>Harley Woods / Adjacent Lot- 5916,5922,5924 Outlook St</u>	0.4 Acres			
(a)	Mowing (Trimming & Litter Removal Subsidiary)	(a) 32	(a) \$ <u>20.00</u>		\$ <u>640.00</u>
#19	<u>Guard Rails @ Foxridge & Lamar</u> NW corner of intersection of Foxridge Dr & Lamar Ave	0.1 Acres			
(a)	Mowing (Trimming & Litter Removal Subsidiary)	(a) 16	(a) \$ <u>15.00</u>		\$ <u>240.00</u>
#20	<u>Foxridge Dr Guardrail / ROW</u> Address: Starting @ Falls Prop. line & cont. To 50th Ter	0.6 Acres			
(a)	Mowing (Trimming & Litter Removal Subsidiary)	(a) 16	(a) \$ <u>15.00</u>		\$ <u>240.00</u>
#21	<u>Foxridge Guardrails (5280 & 5297 Foxridge Dr)</u>	0.01 Acres			
(a)	Mowing (Trimming & Litter Removal Subsidiary)	(a) 16	(a) \$ <u>10.00</u>		\$ <u>160.00</u>

#22	<u>Foxridge Dr Guardrail (AT&T) -</u> AT&T prop line cont. to KDOT ROW #1 on W side of road	0.08 Acres	(a) \$ <u>5,000</u>	\$ <u>80,000</u>
(a)	Mowing (Trimming & Litter Removal Subsidiary)	(a) 16	(a) \$ <u>25,000</u>	\$ <u>200,000</u>
#23	<u>KDOT ROW #1 -</u> S of #22 cont. to Intersection @ 56th & Foxridge Dr	0.33 Acres	(a) \$ <u>110,000</u>	\$ <u>880,000</u>
(a)	Mowing (Trimming & Litter Removal Subsidiary)	(a) 8	(a) \$ <u>50,000</u>	\$ <u>400,000</u>
#24	<u>KDOT ROW #2 -</u> 56th & Foxridge Dr continued to 58th & Foxridge Dr	1.0 Acres	(a) \$ <u>110,000</u>	\$ <u>880,000</u>
(a)	Mowing (Trimming & Litter Removal Subsidiary)	(a) 8	(a) \$ <u>50,000</u>	\$ <u>400,000</u>
#25	<u>KDOT ROW #3 -</u> 58th & Foxridge Dr continued to Johnson Dr & Metcalfe Ave	0.8 Acres	(a) \$ <u>110,000</u>	\$ <u>880,000</u>
(a)	Mowing (Trimming & Litter Removal Subsidiary)	(a) 8	(a) \$ <u>50,000</u>	\$ <u>400,000</u>
#26	<u>Rotary Park/KDOT ROW #4</u> Intersection @ Johnson Dr & Metcalfe Ave	0.7 Acres	(a) \$ <u>50,000</u>	\$ <u>1,600,000</u>
(a)	Mowing (Trimming & Litter Removal Subsidiary)	(a) 32	(a) \$ <u>250,000</u>	\$ <u>2,000,000</u>
#27	<u>KDOT ROW #5</u> SW exit of Target on Squibb cont. to W side of Glenwood	3.56 Acres	(a) \$ <u>250,000</u>	\$ <u>2,000,000</u>
(a)	Mowing (Trimming & Litter Removal Subsidiary)	(a) 8	(a) \$ <u>250,000</u>	\$ <u>2,000,000</u>

#28	KDOT ROW #6 N/W corner of the Intersection @ SMP & Lamar Ave	0.53 Acres	(a) 8	(a) \$ <u>40,000</u>	\$ <u>320,000</u>
(a)	Mowing (Trimming & Litter Removal Subsidiary)				
#29	KDOT ROW #7 N/W corner of the Intersection @ SMP & Roeland Dr	0.44 Acres	(a) 8	(a) \$ <u>40,000</u>	\$ <u>320,000</u>
(a)	Mowing (Trimming & Litter Removal Subsidiary)				
#30	KDOT ROW - SMP Ramp #1 S/E corner of the Intersection @ SMP & Roe Ave	1.1 Acres	(a) 8	(a) \$ <u>100,000</u>	\$ <u>800,000</u>
(a)	Mowing (Trimming & Litter Removal Subsidiary)				
#31	KDOT ROW - SMP Ramp #2 N/E corner of the Intersection @ SMP & Roe Ave	1.3 Acres	(a) 8	(a) \$ <u>100,000</u>	\$ <u>800,000</u>
(a)	Mowing (Trimming & Litter Removal Subsidiary)				
#32	KDOT ROW - SMP Ramp #3 S/E corner of the Intersection @ SMP & Johnson Dr	1.1 Acres	(a) 8	(a) \$ <u>100,000</u>	\$ <u>800,000</u>
(a)	Mowing (Trimming & Litter Removal Subsidiary)				
#33	Martway St Lot - W of 5501 Martway St	0.48 Acres	(a) 32	(a) \$ <u>30,000</u>	\$ <u>960,000</u>
(a)	Mowing (Trimming & Litter Removal Subsidiary)				
#34	Rosewood St Island - @ dead end of Rosewood St	0.03 Acres	(a) 32	(a) \$ <u>10,000</u>	\$ <u>320,000</u>
(a)	Mowing (Trimming & Litter Removal Subsidiary)				

#35	<u>Russell St Island</u> - @ dead end of Russell St 5320 Russell St Mowing (Trimming & Litter Removal Subsidiary)	0.02 Acres	(a) \$ <u>10,000</u>	\$ <u>320,000</u>
(a)		(a) 32		
#36	<u>Lamar Ave Guardrail #2</u> 51st St to 52nd St on W side of Lamar Ave Mowing (Trimming & Litter Removal Subsidiary)	0.1 Acres	(a) \$ <u>15,000</u>	\$ <u>240,000</u>
(a)		(a) 16		
#37	<u>51st St Guardrail / ROW #2</u> Between Lamar Ave & Dearborn St on S side of 51st St Mowing (Trimming & Litter Removal Subsidiary)	0.32 Acres	(a) \$ <u>15,000</u>	\$ <u>240,000</u>
(a)		(a) 16		
#38	<u>52nd St Island #1</u> Between Horton St & Woodson St on N side of 52nd St Mowing (Trimming & Litter Removal Subsidiary)	0.11 Acres	(a) \$ <u>10,000</u>	\$ <u>320,000</u>
(a)		(a) 32		
#39	<u>52nd St Island #2</u> Between Horton St & Woodson St N side of 52nd St Mowing (Trimming & Litter Removal Subsidiary)	0.11 Acres	(a) \$ <u>10,000</u>	\$ <u>320,000</u>
(a)		(a) 32		
#40	<u>49th St Island #1</u> Between Lamar Ave & dead end on W side of road 6333 W 49th St Mowing (Trimming & Litter Removal Subsidiary)	0.03 Acres	(a) \$ <u>10,000</u>	\$ <u>320,000</u>
(a)		(a) 32		
#41	<u>49th St Island #2</u> Between Lamar Ave & dead end on W side of road 6385 W 49th St Mowing (Trimming & Litter Removal Subsidiary)	0.2 Acres	(a) \$ <u>10,000</u>	\$ <u>320,000</u>
(a)		(a) 32		

#42	<u>Lamar Ave Guardrail #2</u> Between 49th St & end of the guardrail on W side of road	0.2 Acres	(a) \$ <u>15,000</u>	\$ <u>240,000</u>
(a)	Mowing (Trimming & Litter Removal Subsidiary)	(a) 16		
#43	<u>50th St Island - @ the dead end of 50th St</u> 6338 W 50th St	0.01 Acres	(a) \$ <u>15,000</u>	\$ <u>430,000</u>
(a)	Mowing (Trimming & Litter Removal Subsidiary)	(a) 32		
#44	<u>51st St ROW #1</u> Between 51st St N/S & Foxridge Dr on W side of road	0.22 Acres	(a) \$ <u>20,000</u>	\$ <u>100,000</u>
(a)	Mowing (Trimming & Litter Removal Subsidiary)	(a) 8		
#45	<u>Community Garden</u> S/E corner of Intersection @ Lamar Ave & Foxridge Dr	1.03 Acres	(a) \$ <u>50,000</u>	\$ <u>1,000,000</u>
(a)	Mowing (Trimming & Litter Removal Subsidiary)	(a) 32		
#46	<u>Rock Creek Trail Mowing Area #1</u> S of the S/W Target entrance off of Squibb Rd - At the W most end of the trail.	0.13 Acres	(a) \$ <u>20,000</u>	\$ <u>640,000</u>
(a)	Mowing (Trimming & Litter Removal Subsidiary)	(a) 32		
#47	<u>Rock Creek Trail Mowing Area #2</u> NW corner of Intersection @ Barkley & RC Trail	0.2 Acres	(a) \$ <u>20,000</u>	\$ <u>640,000</u>
(a)	Mowing (Trimming & Litter Removal Subsidiary)	(a) 32		
#48	<u>Rock Creek Trail Mowing Area #3</u> E of Intersection @ Barkley St & RC Trail	1.3 Acres	(a) \$ <u>50,000</u>	\$ <u>1,000,000</u>
(a)	Mowing (Trimming & Litter Removal Subsidiary)	(a) 32		

#49	<u>Rock Creek Trail Mowing Area #4</u> E of Intersection @ Barkley St & Rock creek Trail	1.0 Acres				
(a)	Mowing (Trimming & Litter Removal Subsidiary)	(a) 32	(a) \$ <u>50.⁰⁰</u>			\$ <u>1,600.⁰⁰</u>
#50	<u>Rock Creek Trail Mowing Area #5</u> 5907 Outlook St - S of Johnson Dr & Outlook St	0.06 Acres				
(a)	Mowing (Trimming & Litter Removal Subsidiary)	(a) 32	(a) \$ <u>5.⁰⁰</u>			\$ <u>100.⁰⁰</u>
#51	<u>Rock Creek Trail Mowing Area #6</u> 5727 Johnson Dr to 5703 Johnson Dr	0.2 Acres				
(a)	Mowing (Trimming & Litter Removal Subsidiary)	(a) 32	(a) \$ <u>5.⁰⁰</u>			\$ <u>100.⁰⁰</u>
#52	<u>Rock Creek Trail Mowing Area #7</u> 5633 Johnson Dr cont. to 5601 Johnson Dr, cont. to the N/E corner of Intersection @ Martway St & Maple St	1.0 Acres				
(a)	Mowing (Trimming & Litter Removal Subsidiary)	(a) 32	(a) \$ <u>50.⁰⁰</u>			\$ <u>1,600.⁰⁰</u>
#53	<u>Legacy Park</u> 6000 Broadmoor St	0.5 Acres				
	Mowing (Trimming & Litter Removal Subsidiary)	(a) 32	(a) \$ <u>80.⁰⁰</u>			\$ <u>2,560.⁰⁰</u>
#54	<u>Neff Printing Lot 7080 Martway</u> Lot is North side of Panera Bread	0.8 Acres				
	Mowing (Trimming & Litter Removal Subsidiary)	(a) 16	(a) \$ <u>40.⁰⁰</u>			\$ <u>640.⁰⁰</u>

#55	<u>5919 Lot - 5919 Woodson St</u>	0.2 Acres			
	Mowing (Trimming & Litter Removal Subsidiary)	(a) 32	(a) \$ <u>20.00</u>		\$ <u>640.00</u>
#56	KDOT ROW #2 / Countryside ROW Between Lamar Ave & Outlook (S side of 62nd Terr)	3.0 Acres			
	Mowing (Trimming & Litter Removal Subsidiary)	(a) 16	(a) \$ <u>100.00</u>		\$ <u>1,600.00</u>
#57	Nall Ave & W 61st Terrace Island of Nall	0.2 Acres			
	Mowing (Trimming & Litter Removal Subsidiary)	(a) 32	(a) \$ <u>5.00</u>		\$ <u>160.00</u>
	SUB-TOTAL ACRES:			In the space to the right, add together the line item totals for #1 - #57	\$ <u>66,680.00</u>
#58	Rock Creek Trail Phase #1 - Section 1 & 2 Starting @ Riggs St cont to Russell St	10ft either side of the trail (683 ft.)			
(a)	Mowing (Trimming & Litter Removal Subsidiary)	(a) 32	(a) \$ <u>20.00</u>		\$ <u>640.00</u>
#59	Rock Creek Trail Phase #2 - Section 3-5 Starting @ Martway St & Lamar Ave & cont. to E Woodson St	Spot right of way mowing (1,009 ft.)			
(a)	Mowing (Trimming & Litter Removal Subsidiary)	(a) 32	(a) \$ <u>15.00</u>		\$ <u>480.00</u>

#60	Rock Creek Trail Phase #2 - Section 6-8 Starting @ Woodson St & cont. to Nail Ave	Spot right of way mowing (983 ft)			
(a)	Mowing (Trimming & Litter Removal Subsidiary)	(a) 32	(a) \$ <u>15.00</u>		\$ <u>480.00</u>
#61	Rock Creek Trail Phase #2 - Section 9 Starting @ Nail Ave & cont. to Roeland Dr	Spot right of way mowing (1,763 ft)			
(a)	Mowing (Trimming & Litter Removal Subsidiary)	(a) 32	(a) \$ <u>15.00</u>		\$ <u>480.00</u>
	SUB-TOTAL TRAILS:	4,438 ft.	In the space to the right, add together the line item totals for #58 - #61		\$ <u>2,080.00</u>

Category	Quantity	Bid
SUB-TOTAL ACRES:	57.2 ACRES (Total for #1 - #57)	\$ <u>66,650.00</u>
SUB-TOTAL TRAILS:	4,438 ft. (Total for #58-#61)	\$ <u>2,080.00</u>
	TOTAL BID:	\$ <u>68,730.00</u>

City of Mission	Item Number:	5.
ACTION ITEM SUMMARY	Date:	February 22, 2019
PUBLIC WORKS	From:	Brent Morton

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

RE: 2019 Turf Management/Chemical Application Contract

RECOMMENDATION: Approve the 2019 Turf Management/chemical Application Contract with TRUGREEN Commercial in the amount of \$12,429.

DETAILS: Since 2010, the regular turf management of City parks, facilities, and other public grounds has been performed as a contracted service. The decision was made to contract this service for two reasons, cost savings and reallocation of Public Works staff time.

The current contract includes treatment/management of approximately 40 acres. The contract included park space and city-owned lots. The frequency of turf management ranges from four to three yearly applications depending on the area being maintained.

In prior years, turf management had been part of the mowing contract. Staff felt that separating this out in the 2019 bid process might result in finding a contractor who was more specialized and efficient at providing these services. The City received two proposals and TRUGREEN was determined to be the lowest and best bidder.

The contract with TRUGREEN is for one year, with the option to renew in one-year increments through 2024 at an amount not to exceed 3% annually.

2019 Turf Management/Chemical Applications	Total Bid	
KLM	\$22,101.00	
TRUGREEN	\$12,429.00	

CFAA CONSIDERATIONS/IMPACTS: NA

Related Statute/City Ordinance:	
Line Item Code/Description:	01-20-212-06 Service Contracts
Available Budget:	\$180,000

CONTRACTOR LIST OF ALL MAJOR EQUIPMENT OWNED AND/OR ACCESSIBLE

Quantity	Type of Equipment
3	Ford F450 Spray Trucks
3	Turfc T3100 Spreader + Sprayer
3	LT Rich 2-Spray 2-max
15+	Lesco 101186 Stainless Spreader

City of Mission

Parks and Public Property Weed Control / Fertilization

2019 RFP Bid Table

For services to be rendered between April 2019 - November 2021

#	Approx. Quantity	Unit Price	Total
<p>(a) <u>Example Location X (Address / Location Description)</u></p> <p>Weed Control / Fertilization (4 Application Program)</p> <p>1 - Grassy Weed Pre-Emergent-March</p> <p>2 - Grassy Weed Pre-Emergent-Blanket Weed Control-April</p> <p>3 - Blanket Weed Control-Late June</p> <p>4 - Blanket Weed Control-September</p>	<p>Land Size (Acres)</p> <p>(a) 4 (example)</p>	<p>Unit Price</p> <p>(a) \$ _____</p>	<p>Total</p> <p>\$ _____</p>
<p>#1</p> <p><u>Waterworks Park (53rd & Woodson)</u></p> <p>Weed Control / Fertilization (4 Application Program)</p> <p>1 - Grassy Weed Pre-Emergent-March</p> <p>2 - Grassy Weed Pre-Emergent-Blanket Weed Control-April</p> <p>3 - Blanket Weed Control-Late June</p> <p>4 - Blanket Weed Control-September</p>	<p>4.0 Acres</p> <p>(a) 4</p>	<p>(a) \$ <u>360</u></p>	<p>\$ <u>1440</u></p>
<p>#2</p> <p><u>Community Center (6200 Martway)</u></p> <p>Weed Control / Fertilization (4 Application Program)</p> <p>1 - Grassy Weed Pre-Emergent-March</p> <p>2 - Grassy Weed Pre-Emergent-Blanket Weed Control-April</p> <p>3 - Blanket Weed Control-Late June</p> <p>4 - Blanket Weed Control-September</p>	<p>0.9 Acres</p> <p>(a) 4</p>	<p>(a) \$ <u>81</u></p>	<p>\$ <u>324</u></p>

<p>#3 <u>Beverly Park (5935 Beverly)</u></p> <p>(a) Weed Control / Fertilization (4 Application Program) 1 - Grassy Weed Pre-Emergent-March 2 - Grassy Weed Pre-Emergent-Blanket Weed Control-April 3 - Blanket Weed Control-Late June 4 - Blanket Weed Control-September</p>	0.5 Acres	(a) \$ <u>45</u>	\$ <u>180</u>
<p>#4 <u>Mohawk Park (67th & Lamar)</u></p> <p>(a) Weed Control / Fertilization (4 Application Program) 1 - Grassy Weed Pre-Emergent-March 2 - Grassy Weed Pre-Emergent-Blanket Weed Control-April 3 - Blanket Weed Control-Late June 4 - Blanket Weed Control-September</p>	7.8 Acres	(a) \$ <u>762</u>	\$ <u>2,808</u>
<p>#5 <u>Foxridge Lot (Between 5501 & 5621 Foxridge)</u></p> <p>(a) Weed Control / Fertilization (3 Application Program) 1 - Grassy Weed Pre-Emergent-March 2 - Grassy Weed Pre-Emergent-Blanket Weed Control-April 3 - Blanket Weed Control-September</p>	0.53 Acres	(a) \$ <u>47.70</u>	\$ <u>143.10</u>
<p>#6 <u>Birch Park 6000 Birch St (North End Plus Island)</u></p> <p>(a) Weed Control / Fertilization (4 Application Program) 1 - Grassy Weed Pre-Emergent-March 2 - Grassy Weed Pre-Emergent-Blanket Weed Control-April 3 - Blanket Weed Control-Late June 4 - Blanket Weed Control-September</p>	0.4 Acres	(a) \$ <u>36</u>	\$ <u>144</u>

<p>#10 <u>Streamway Park (51st & Foxridge Dr) (Access Road)</u></p> <p>(a) Weed Control / Fertilization (3 Application Program) 1 - Grassy Weed Pre-Emergent-March 2 - Grassy Weed Pre-Emergent-Blanket Weed Control-April 3 - Blanket Weed Control-September</p>	4.0 Acres	(a) \$ <u>360</u>	\$ <u>1080</u>
<p>#11 <u>City Hall (6090 Woodson + Parking Area E of Woodson)</u></p> <p>(a) Weed Control / Fertilization (4 Application Program) 1 - Grassy Weed Pre-Emergent-March 2 - Grassy Weed Pre-Emergent-Blanket Weed Control-April 3 - Blanket Weed Control-Late June 4 - Blanket Weed Control-September</p>	0.4 Acres	(a) \$ <u>36</u>	\$ <u>144</u>
<p>#12 <u>Anderson Park (6090 Woodson)</u></p> <p>(a) Weed Control / Fertilization (4 Application Program) 1 - Grassy Weed Pre-Emergent-March 2 - Grassy Weed Pre-Emergent-Blanket Weed Control-April 3 - Blanket Weed Control-Late June 4 - Blanket Weed Control-September</p>	2.4 Acres	(a) \$ <u>216</u>	\$ <u>864</u>
<p>#13 <u>Broadmoor Park (5701 Broadmoor)</u></p> <p>(a) Weed Control / Fertilization (4 Application Program) 1 - Grassy Weed Pre-Emergent-March 2 - Grassy Weed Pre-Emergent-Blanket Weed Control-April 3 - Blanket Weed Control-Late June 4 - Blanket Weed Control-September</p>	5.0 Acres	(a) \$ <u>90</u>	\$ <u>360</u>

<p>#14 <u>Public Works Shop (4775 Lamar)</u></p> <p>(a) Weed Control / Fertilization (4 Application Program) 1 - Grassy Weed Pre-Emergent-March 2 - Grassy Weed Pre-Emergent-Blanket Weed Control-April 3 - Blanket Weed Control-Late June 4 - Blanket Weed Control-September</p>	<p>1.00 Acres</p> <p>(a) 4</p>	<p>(a) \$ <u>90</u></p>	<p>\$ <u>360</u></p>
<p>#15 <u>Harley Woods 5908 Outlook St</u></p> <p>(a) Weed Control / Fertilization (3 Application Program) 1 - Grassy Weed Pre-Emergent-March 2 - Grassy Weed Pre-Emergent-Blanket Weed Control-April 3 - Blanket Weed Control-September</p>	<p>0.3 Acres</p> <p>(a) 3</p>	<p>(a) \$ <u>27</u></p>	<p>\$ <u>81</u></p>
<p>#16 <u>Rotary Park/KDOT ROW #4</u> 7301 Johnson Dr. (West Of Address)</p> <p>(a) Weed Control / Fertilization (3 Application Program) 1 - Grassy Weed Pre-Emergent-March 2 - Grassy Weed Pre-Emergent-Blanket Weed Control-April 3 - Blanket Weed Control-September</p>	<p>0.51 Acres</p> <p>(a) 3</p>	<p>(a) \$ <u>45.90</u></p>	<p>\$ <u>137.70</u></p>
<p>#17 <u>Community Garden</u> S/E corner of Intersection @ Lamar Ave & Foxridge Dr</p> <p>(a) Weed Control / Fertilization (3 Application Program) 1 - Grassy Weed Pre-Emergent-March 2 - Grassy Weed Pre-Emergent-Blanket Weed Control-April 3 - Blanket Weed Control-September</p>	<p>1.03 Acres</p> <p>(a) 3</p>	<p>(a) \$ <u>92.70</u></p>	<p>\$ <u>278.10</u></p>

<p>#18 <u>Neff Printing Lot - North of Panera Bread(7070 Martway)</u></p> <p>(a) Weed Control / Fertilization (3 Application Program) 1 - Grassy Weed Pre-Emergent-March 2 - Grassy Weed Pre-Emergent-Blanket Weed Control-April 3 - Blanket Weed Control-September</p>	<p>1.00 Acres</p>	<p>(a) \$ <u>90</u></p>	<p>\$ <u>270</u></p>
<p>#19 <u>Rock Creek Trail- 6201 Barkly (Behind Hyvee East)</u></p> <p>(a) Weed Control / Fertilization (4 Application Program) 1 - Grassy Weed Pre-Emergent-March 2 - Grassy Weed Pre-Emergent-Blanket Weed Control-April 3 - Blanket Weed Control-Late June 4 - Blanket Weed Control-September</p>	<p>2.68 Acres</p>	<p>(a) \$ <u>241.20</u></p>	<p>\$ <u>964.80</u></p>
<p>#20 <u>Rock Creek Trail- Outlook to Woods</u></p> <p>(a) Weed Control / Fertilization (4 Application Program) 1 - Grassy Weed Pre-Emergent-March 2 - Grassy Weed Pre-Emergent-Blanket Weed Control-April 3 - Blanket Weed Control-Late June 4 - Blanket Weed Control-September</p>	<p>0.5 Acres</p>	<p>(a) \$ <u>45</u></p>	<p>\$ <u>180</u></p>
<p>#21 <u>52nd St Island #1</u> Between Horton St & Woodson St on N side of 52nd St</p> <p>(a) Weed Control / Fertilization (3 Application Program) 1 - Grassy Weed Pre-Emergent-March 2 - Grassy Weed Pre-Emergent-Blanket Weed Control-April 3 - Blanket Weed Control-September</p>	<p>0.5 Acres</p>	<p>(a) \$ <u>45</u></p>	<p>\$ <u>135</u></p>

<p>#22 52nd St Island #2 Between Horton St & Woodson St N side of 52nd St</p> <p>(a) Weed Control / Fertilization (3 Application Program) 1 - Grassy Weed Pre-Emergent-March 2 - Grassy Weed Pre-Emergent-Blanket Weed Control-April 3 - Blanket Weed Control-September</p>	0.4 Acres	(a) \$ <u>36</u>	\$ <u>108</u>
<p>#23 Farmers Market - 5699 Johnson Drive</p> <p>(a) Weed Control / Fertilization (4 Application Program) 1 - Grassy Weed Pre-Emergent-March 2 - Grassy Weed Pre-Emergent-Blanket Weed Control-April 3 - Blanket Weed Control-Late June 4 - Blanket Weed Control-September</p>	0.8 Acres	(a) \$ <u>72</u>	\$ <u>288</u>
<p>#24 Legacy Park - 6901 W. Martway St.</p> <p>(a) Weed Control / Fertilization (4 Application Program) 1 - Grassy Weed Pre-Emergent-March 2 - Grassy Weed Pre-Emergent-Blanket Weed Control-April 3 - Blanket Weed Control-Late June 4 - Blanket Weed Control-September</p>	0.33 Acres	(a) \$ <u>29.70</u>	\$ <u>118.80</u>
<p>#25 Rosewood St Island - @ dead end of Rosewood St</p> <p>(a) Weed Control / Fertilization (3 Application Program) 1 - Grassy Weed Pre-Emergent-March 2 - Grassy Weed Pre-Emergent-Blanket Weed Control-April 3 - Blanket Weed Control-September</p>	0.03 Acres	(a) \$ <u>2.70</u>	\$ <u>8.10</u>

<p>#26 Russell St Island - @ dead end of Russell St & W 53rd ST</p> <p>(a) Weed Control / Fertilization (3 Application Program) 1 - Grassy Weed Pre-Emergent-March 2 - Grassy Weed Pre-Emergent-Blanket Weed Control-April 3 - Blanket Weed Control-September</p>	0.02 Acres	(a) \$ <u>1.80</u>	\$ <u>5.40</u>
<p>#27 49th St Island #1 Between Lamar Ave & dead end on W side of road</p> <p>(a) Weed Control / Fertilization (3 Application Program) 1 - Grassy Weed Pre-Emergent-March 2 - Grassy Weed Pre-Emergent-Blanket Weed Control-April 3 - Blanket Weed Control-September</p>	0.03 Acres	(a) \$ <u>2.70</u>	\$ <u>8.10</u>
<p>#28 49th St Island #2 Between Lamar Ave & dead end on W side of road</p> <p>(a) Weed Control / Fertilization (3 Application Program) 1 - Grassy Weed Pre-Emergent-March 2 - Grassy Weed Pre-Emergent-Blanket Weed Control-April 3 - Blanket Weed Control-September</p>	0.2 Acres	(a) \$ <u>1.80</u>	\$ <u>5.40</u>
<p>SUB-TOTAL ACRES:</p>		<p>37.2 ACRES</p>	<p>In the space to the right, add together the line item totals for #1 - #28</p> <p>\$ <u>12.429</u></p>

Category	Quantity	Bid
SUB-TOTAL ACRES:	37.2 ACRES (Total for #1 - #28)	\$ 12,429
	TOTAL BID:	\$ 12,429.00

City of Mission	Item Number:	6.
ACTION ITEM SUMMARY	Date:	February 25, 2019
Public Works	From:	Brent Morton

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

RE: 2019 Public Works Capital Equipment Purchases

RECOMMENDATION: Approve the purchase of one (1) 2019 Kenworth T470 dump truck, one (1) Ford F-450 1.5 truck (extended cab), one (1) Ford F-450 1.5 ton truck (crew cab), two (2) Electronic Message Boards and one (1) Billy Goat Leaf Vacuum.

DETAILS: The 2019 budget included \$385,000 in the Public Works capital line items to fund the replacement of vehicles and equipment.

Quotes were solicited for each of the items scheduled for replacement in 2019. The quotes are summarized in the tables below with additional information provided for each item.

Dump Truck (1)	Vendor	Price
Kenworth T470	MHC	\$ 93,178 (truck) \$ 62,464 (equipment) \$155,642
MACK Granite 42FR MHD	Westfall GMC Truck, INC.	\$ 92,670 (truck) \$ 62,464 (equipment) \$155,134
Freightliner 108SD	Kansas City Freightliner	\$ 79,342 \$ 62,464 (equipment) \$141,806

The current truck, a 2006 International, has proven to be unreliable and has required major repairs, resulting in repairs costing \$19,731.19 over the last 5 years. The Freightliner bid would result in the purchase of the same (International) equipment that has been problematic. For 2019, staff recommends purchasing one Kenworth T470 dump truck from MHC. Even though the initial acquisition cost is higher, the service reliability and a five year extended warranty result in the recommendation to award this as the most responsive bid. Other cities currently using the Kenworth T470 were contacted to verify their reliability.

The total cost includes both vehicle and upfitting costs. American Equipment provides and installs all of the equipment, including the bed, lights, plow, and spreader. Truck #397 will be surplus and sold. The budget for replacement of this truck is \$185,000.

Related Statute/City Ordinance:	NA
Line Item Code/Description:	01-20-403-03 (PW Vehicles) & 01-20-403-06 (PW Equipment)
Available Budget:	\$330,000.00 and \$55,000.00 respectively

City of Mission	Item Number:	6.
ACTION ITEM SUMMARY	Date:	February 25, 2019
Public Works	From:	Brent Morton

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

Ford F-450 Extended Cab	Vendor	Price
F450 Extended Cab	Olathe Ford	\$50,445 (truck) <u>\$35,038</u> (equipment) \$85,483
F450 Extended Cab	MHC	\$50,395 <u>\$35,038</u> (equipment) \$85,433
Dodge 5500 Reg Cab	Olathe Dodge	\$48,981 <u>\$35,038</u> (equipment) \$84,019

The Ford F-450 Extended Cab will replace Truck #018, a 2006 Ford F-450 Extended Cab. This truck is currently used for plowing and patching. It is three years behind on the replacement schedule. The total cost includes both the vehicle and upfitting costs. American Equipment provides and installs all of the equipment, including the bed, lights, plow, and spreader. Truck #018 will be surplus and sold. The budget for the replacement of this truck is \$75,000.00.

Ford F-450 Crew Cab	Vendor	Price
F450 Crew Cab	Olathe Ford	\$52,047 (truck) <u>\$12,066</u> (equipment) \$64,113
F450 Crew Cab	MHC	\$51,975 <u>\$12,066</u> (equipment) \$64,041
Dodge 5500 Crew Cab	Olathe Dodge	\$52,699.00 <u>\$12,066</u> (equipment) \$64,765

The F-450 Crew Cab will replace Truck #811, a 2006 Ford F-450 Crew Cab. This truck is used for street maintenance, park maintenance and other core public works activities. The total cost includes both the vehicle and upfitting costs. American Equipment provides and installs all of the equipment, including the bed, lights, plow, and spreader. Truck #811 will be surplus and sold. Budget for the replacement of this truck is \$70,000.

Related Statute/City Ordinance:	NA
Line Item Code/Description:	01-20-403-03 (PW Vehicles) & 01-20-403-06 (PW Equipment)
Available Budget:	\$330,000.00 and \$55,000.00 respectively

City of Mission	Item Number:	6.
ACTION ITEM SUMMARY	Date:	February 25, 2019
Public Works	From:	Brent Morton

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

Electronic Message Boards (2)	Vendor	Price
VER-MAC PCMS320	Work Zone	\$42,712.50
VER-MAC PCMS-1210	Work Zone	\$34,650.00

The VER-MAC message boards will replace the current message boards used by the City. These message boards are 2005 models, and used for traffic control and publicizing city events. Staff is recommending the purchase be upgraded to the PCMS320 model in order to take advantage of additional features which include radar and data logger, fixed camera and radar enforcement. The current message boards will be surplus and sold. Budget for the replacement of the message boards is \$40,000.00.

Leaf Vac	Vendor	Price
Billy-Goat DL1801VE	John Deere	\$3,360.00
Billy-Goat DL1801VE	Smitty's Lawn	\$3,358.00

The Billy-Goat leaf vacuum will replace the current leaf vacuum used which is a 2006 model and used for cleaning storm inlets and cleaning parks every fall. The current leaf vacuum will be surplus and sold. The budget for the replacement of the leaf vac is \$12,500. The estimated replacement costs are lower because staff recommends purchasing a smaller-sized vacuum which will be more efficient in performing the tasks as assigned.

<u>Item</u>	<u>2019 Budget</u>	<u>2019 Recommended</u>	<u>Difference</u>
Dump Truck	\$185,000.00	\$155,642.00	(\$29,358.00)
F-450 Extended Cab	\$ 75,000.00	\$ 85,433.00	\$10,433.00
F-450 Crew Cab	\$ 70,000.00	\$ 64,041.00	(\$ 5,959.00)
Electronic Message Boards	\$ 40,000.00	\$ 42,712.50	\$ 2,712.50
Billy Goat Leaf Vacuum	\$ 12,500.00	\$ 3,360.00	(\$ 9,140.00)
Total	\$382,500.00*	\$351,188.50	(\$31,311.50)

*The 2019 budget total of \$385,000 also included the purchase of a walking saw used to cut pavement (estimated \$2,500). The Department has evaluated the condition of the current equipment and decided not to replace at this time.

Related Statute/City Ordinance:	NA
Line Item Code/Description:	01-20-403-03 (PW Vehicles) & 01-20-403-06 (PW Equipment)
Available Budget:	\$330,000.00 and \$55,000.00 respectively

City of Mission	Item Number:	6.
ACTION ITEM SUMMARY	Date:	February 25, 2019
Public Works	From:	Brent Morton

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

As presented, the recommended purchases included in this action item result in savings of approximately \$31,311.50 over what was budgeted in 2019. Staff recommends: 1) transferring the savings to the Equipment Replacement Fund; and, 2) depositing proceeds from the sale of the surplused vehicles and equipment to the Equipment Replacement Fund.

CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	NA
Line Item Code/Description:	01-20-403-03 (PW Vehicles) & 01-20-403-06 (PW Equipment)
Available Budget:	\$330,000.00 and \$55,000.00 respectively

City of Mission	Item Number:	7.
ACTION ITEM SUMMARY	Date:	February 22, 2019
Public Works	From:	Brent Morton

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

RE: Broadmoor (Martway to Johnson Drive) Construction Inspection Services Contract

RECOMMENDATION: Approve a task order with George Butler Associate (GBA) for Broadmoor construction inspection services in an amount not to exceed \$139,399.70.

DETAILS: The Broadmoor project (Martway to Johnson Drive) is included in the City's Capital Improvement Program (CIP) for construction in 2019. The Broadmoor Project includes a number of improvements including pavement, curb, sidewalk, street lighting, and stormwater infrastructure. To ensure these items are built to plan specifications, it is critical to have a Certified Inspector on site at all times while work is being done.

All documentation, observation, and required testing is included as a part of this contract. The contract is based on a 16-week construction timeline with an additional 3 weeks built in for the potential of delays resulting from issues related to the manufacture or installation of the traffic signal. The City will only be billed for actual time spent on the project.

The project has been approved for Johnson County CARS funding which means that 50% of construction and construction inspection expenses are eligible for reimbursement. The total estimated maximum liability for the City for the construction and construction inspection phase of the project is \$802,434.00

CFAA CONSIDERATIONS/IMPACTS: This project provides sidewalk connectivity, ADA improvements, and upgraded street lighting.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	Street Sales Tax Fund/Capital Improvement Fund
Available Budget:	\$906,586.00

Exhibit "A" – Task Order
TASK ORDER NUMBER

This Task Order is made as of this 13th__ day of _February_ 2019____; under the terms and conditions established in the MASTER AGREEMENT FOR PROFESSIONAL SERVICES, dated January 1, 2019 (the Agreement), between the City of Mission, Kansas (Owner) and George Butler ASSOCIATES (GBA). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

Full time construction observation for the reconstruction of Broadmoor Street from Marty Street to Johnson Drive.

SECTION A. - SCOPE OF SERVICES

A.1. GBA shall perform the following Services:

Construction observation Services detailed in Attachment A

A.2. The following Services are not included in this Task Order but shall be provided as Additional Services if authorized or confirmed in writing by the Owner: Shall include but not limited to construction surveying, shop drawing review, mix design submittal reviews, utility coordination, and review of contractor payrolls.

A.3. In conjunction with the performance of the foregoing Services, GBA shall provide the following submittals/deliverables (Documents) to OWNER: Construction documentation – to include bound documentation & electronic documentation, associated final paperwork.

SECTION B. - SCHEDULE

GBA shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Onsite observations performed for the duration of the construction and final paperwork submittal within 30 days of the project final acceptance.

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, Owner shall pay to GBA the estimated amount of \$ 139,399.70, payable according to the following terms:

Client shall pay to GBA for the performance of the Basic Services the actual time of personnel performing such Services Reimbursable Expenses, unless otherwise agreed to by both parties. Reimbursable expenses will be invoiced in accordance with the Schedule contained in Item C.2. GBA's Services will be provided on a time and expense basis, estimated not to exceed \$139,399.70. GBA shall submit invoices on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the due date.

C.2. Owner shall pay to GBA in accordance with the Schedule of Fees described in Exhibit B attached to the Master Agreement for Professional Services. Adjustments to the above Schedule of Fees will be presented to the Owner annually for approval.

C.3. Compensation for Additional Services (if any) shall be paid by Owner to GBA according to the following terms:

Hourly rates will be based on latest version of Exhibit B which is included in the Master Service Agreement. Mileage will be based on the newly established rates for 2019 at \$0.58 per mile.

SECTION D. - OWNER'S RESPONSIBILITIES

Owner shall perform and/or provide the following in a timely manner so as not to delay the Services of GBA. Unless otherwise provided in this Task Order, Owner shall bear all costs incident to compliance with the following: Reviewed and approved shop drawings, reviewed and approved materials submittals, revised plan sheets, bid quantities & prices from the selected contractor.

SECTION E. - OTHER PROVISIONS


The parties agree to the following provisions with respect to this specific Task Order:

IN WITNESS WHEREOF, the Owner and GBA have executed this task order.

City of Mission, Kansas (Owner)

By: _____
Name: _____
Title: _____
Date: _____

George Butler Associates, Inc.

By:  _____
Name: John Cooper _____
Title: Senior Assoc. _____
Date: 2/21/19 _____

ATTACHMENT A

SCOPE OF CONSTRUCTION OBSERVATION SERVICES

Broadmoor St – From Martway St to Johnson Dr City of Mission Ks. CARS Project # 320001308

Work under this scope includes the project construction observation, documentation and construction administration of the above-mentioned project. These tasks consist of the following items:

- Pre-construction activities including set up of project documentation.
- Daily construction observation and documentation.
- Daily construction administration and coordination with City of Mission business and property owners.
- Post-construction activities.

Part 1 - Pre Construction

- 1.1. Prepare for and attend one (1) pre-construction meeting.
- 1.2. Pre-Construction Engineering
 - 1.2.1. Set up field books for documentation of pay items and daily diaries.
 - 1.2.2. Check computations of major construction items as requested by Mission to verify that they meet plan computations. Major items shall consist of asphalt and concrete pavements, storm sewer pipe, pavement markings, signing, and excavation.

Part 2 - Construction

- 2.1. Provide a lead project inspector who will:
 - 2.1.1. Take responsible charge for the daily administration of the project.
 - 2.1.2. Serve as the main point of contact between the business/property owners, the contractor and City of Mission.
 - 2.1.3. Be on-site when the contractor is working on contract items that require inspection as designated in the contract documents.
 - 2.1.4. Create a daily diary that documents the contractor's construction activity, contractor's personnel and equipment on site.
 - 2.1.5. Coordinate necessary materials testing with testing consultant to address field and laboratory testing per contract specifications or as directed by the City of Mission.
 - 2.1.6. Provide daily oversight of the project traffic control.

- 2.1.7. Prepare change orders and submit to City of Mission for their processing and approval.
- 2.1.8. Meet with contractor personnel monthly to review, prepare and submit monthly pay estimates. It is anticipated that there will be five (5) pay estimates to process.
- 2.1.9. Provide interpretation of the intent of the specifications and plans as requested by the contractor. In the event the contractor does not agree with the interpretation, staff will forward this request to City of Mission and/or design engineer for further clarification.
- 2.1.10. Provide field book and/or electronic documentation of contract pay items as each are incorporated into the project.
- 2.1.11. Create and maintain project files of the contractor's certifications of materials incorporated into the project.
- 2.1.12. Determine whether or not the contractor is generally adhering to the specifications and plan documents, through on-going observations.
- 2.1.13. Administer periodic project progress meetings, record and distribute minutes for each.

Part 3 - Post-Construction

- 3.1. Provide assistance to contractor in preparing As-Built plans for the completed project. These plans will consist of red-line markups and comments in PDF format. The completed As-built plans will be forwarded to the design engineer for review.
- 3.2. Attend one (1) final walk-through of the project. Compile notes and distribute the punch list to the prime contractor and City of Mission.
- 3.3. It is anticipated that the observation of the remedial work necessary for the completion of the punch list shall consist of no more than three (3) working days.
- 3.4. Complete and submit to City of Mission paperwork required by the contract documents.
- 3.5. Attend one (1) final close out meeting with City of Mission to submit items from tasks 3.1 and 3.4.

Part 4 - General Assumptions

- 4.1. The City of Mission will provide PDF versions of the project plans and signed contract. GBA will print 2 sets of plans and contract to be reimbursed by the City.
- 4.2. This project will be built according to the "Design and Construction Standards - Volume 2 Construction Specifications, 2015 Edition" for the City of Overland Park, Kansas any items which are not addressed in the Overland Park specifications shall be subject to the Standard Specification for State Road and Bridge Construction, Kansas Department of Transportation, 2015 Edition, and Special Provisions included in the contract documents.

- 4.3. It is assumed that all utility relocations will be completed prior to construction. GBA cannot be held responsible for the utility's workmanship or schedule.
- 4.4. The preconstruction conference will be administered by others.
- 4.5. Review of proposed value engineering submittals by the contractor is not included in this scope.
- 4.6. It is expected that the Notice to proceed will be granted to the prime contractor on April 22, 2019. Construction is expected to be completed on September 15, 2019. Any work requiring observation performed beyond the dates and hours listed in this contract are not included in this scope.
- 4.7. All materials testing will be performed by a sub-consultant hired by GBA.
- 4.8. It is anticipated that a lead project observer will work on the project an average of 40 hours per week for 16 weeks (106 consecutive calendar days) during Phases 1, 2 & 3. Hours estimated for the observation of the traffic signal installation is estimated outside the contract's 106 consecutive calendar days for Phase 1, 2 & 3; averaging 40 hours per week for 3 weeks. In addition, the lead inspector is anticipated to work for 40 hours on preconstruction activities and 60 hours on post construction activities. Any work required beyond these hours will be considered outside of this scope of services.
- 4.9. No staff inspection time was estimated to oversee any double shifts by the contractor(s).
- 4.10. Staff mileage was estimated based upon the statements above. It is estimated that the staff members would average approximately 45 miles per day while engaged on the project. This includes mileage to perform traffic control checks during the course of the day.
- 4.11. Shop drawings and mix designs will be reviewed and approved by the designer of record.
- 4.12. It is assumed that wage rate interviews will not be required for this project, nor will the need to review contractor payrolls.
- 4.13. This project has less than 1 acre of erodible area and therefor will not require a SWPPP plan nor inspections.

City of Mission	Item Number:	8.
ACTION ITEM SUMMARY	Date:	February 25, 2019
Parks & Recreation	From:	Laura Smith

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

RE: Approval/confirmation of storm debris removal costs.

RECOMMENDATION: Confirm the total amount spent for clean-up of storm debris following Winter Storm Gia.

DETAILS: In early January, the City experienced extensive tree and limb damage following Winter Storm Gia. Staff researched a number of options to assist residents, including drop-off sites and curbside pick up and disposal.

Staff recommended and Council initially approved up to \$40,000 to complete limb removal and disposal efforts city-wide. This cost estimate was generated by information provided by a number of contractors in the days immediately following the storm.

The City ultimately hired Kansas City Tree care to complete the pickup and disposal work, and curbside pickup began on January 28. Limb pick-up and disposal is now complete. At the time the original estimates were provided, materials had not been placed at the curb, so the contractor's estimates were low, and final costs incurred were higher as a result of the volume of debris placed at the curb by residents.

Invoices have been paid, and final totals are presented for Council confirmation and information in closing out the storm debris cleanup efforts. Funds for storm debris clean-up were paid from excess fund balance in the General Fund.

Original Council Authorization: \$40,000.00

Final disposal costs:

 KC Tree Care (labor): \$54,000.00

 CS Carry (disposal): \$ 6,113.30

Total \$60,113.30

 Difference: \$20,113.30

CFAA CONSIDERATIONS/IMPACTS: NA

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

City of Mission	Item Number:	9.
DISCUSSION ITEM SUMMARY	Date:	February 22, 2019
ADMINISTRATION	From:	Brent Morton

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

RE: Traffic Signal at 51st and Lamar Avenue

DETAILS: Public Works staff requested a discussion item on the installation of a traffic signal camera video detection system at the intersection of 51st and Lamar Avenue.

The traffic signal at this location has been in recall mode for the last six months due to the condition of the pavement which causes the traffic loops to fail. Staff has worked with KCP&L and tried cutting new loops in twice. Each time the pavement has failed, causing the loops to break. Public Works receives several calls each week about the functionality and timing of the signal at this intersection.

To keep the the traffic signal functioning properly, the pavement at the intersection needs constant upkeep. Every time the pavement is cut to install new loops, the cuts impact the subgrade of the roadway, ultimately contributing to its deterioration.

Staff is recommending the Council consider installation of a video detection system (cameras on the signal arms) to allow for more efficient operation of the signal and better pavement maintenance by Public Works. The signals purchased by the City now include radar detection. However, this capability is not available through KCP&L and the upgrade to the cameras is the only option available.

The traffic signal is owned by KCP&L and leased to the City. The traffic loops are charged at a monthly cost of \$214.36. To upgrade to video detection system, the lease would increase to \$855.41 a month, or an increase annually from \$2,572.32 to \$10,264.92. While expensive, Public Works estimates that the cost to completely reconstruct the intersection, including new subgrade, so that loops could continue to operate appropriately would be approximately \$140,000.

CFAA IMPACTS/CONSIDERATIONS: N/A

Related Statute/City Ordinance:	n/a
Line Item Code/Description:	01-20-201-10 Traffic Signals - KCP&L
Available Budget:	\$400,000.00

TRAFFIC SIGNAL COST

Effective Date: 6/28/17

	DESCRIPTION	COST EACH	QUANTITY	TOTAL
BI-1	Individual Control	\$165.13	0	\$0.00
BI-2a	4-Way, 3-Light Signal Unit - Suspension	\$0.00	0	\$0.00
BI-3a	1-Way, 1-Light Signal Unit - Suspension	\$38.98	0	\$0.00
BI-3b	4-Way, 1-Light Signal Unit - Suspension	\$48.57	0	\$0.00
BI-3c	3-Way, 1-Light Signal Unit - Suspension	\$0.00	0	\$0.00
BI-4	Pedestrian Push Button Control	\$138.60	0	\$0.00
BI-5	Coordinated Multi-Dial Control	\$0.00	0	\$0.00
BI-6	Multi-Phase Electronic Control - 75th & Quivira Road	\$0.00	0	\$0.00
BI-7	Four-Phase and Eight-Phase Electronic Control			
	Four-Phase Electronic Controller	\$496.78	0	\$0.00
	Eight-Phase Electronic Controller	\$570.95	0	\$0.00
	Eight-Phase Electronic Controller with pre-empt capabilities	\$676.17	0	\$0.00
SE-1	Multi-Dial Controller	\$0.00	0	\$0.00
SE-2	Excess Coordinating Cable - per foot	\$0.00	0	\$0.00
SE-3	3-Light Signal Unit	\$23.74	0	\$0.00
SE-4	2-Light Signal Unit	\$22.83	0	\$0.00
SE-5	1-Light Signal Unit	\$7.00	0	\$0.00
SE-6	Push Button, Pair	\$3.17	0	\$0.00
SE-7	12-Inch Round Lens	\$5.52	0	\$0.00
SE-8	12-Inch Square Lens	\$8.84	0	\$0.00
SE-9	9-Inch Square Lens	\$6.19	0	\$0.00
SE-10	Fiber Optic Arrow Lens	\$35.33	0	\$0.00
SE-11	Directional Louvre	\$1.44	0	\$0.00
SE-12a	Treadle Detector	\$0.00	0	\$0.00
SE-12bi	Single - Loop Detector	\$29.20	-1	\$29.20
SE-12bii	Double - Loop Detector	\$46.29	-4	\$185.16
SE-13	Flasher Equipment	\$8.45	0	\$0.00
SE-14a	Style 1 - Mast Arm 1' to 25' w/Wind Brace	\$0.00	0	\$0.00
SE-14b	Style 2 - Mast Arm < = 30'	\$37.89	0	\$0.00
SE-14c	Style 3 - Mast Arm 31' to 38'	\$38.18	0	\$0.00
SE-14d	Style 4 - Mast Arm > = 40'	\$51.58	0	\$0.00
SE-15	Back Plate	\$1.71	0	\$0.00
SE-16	Wood Pole Suspension	\$18.00	0	\$0.00
SE-17	Steel Pole Suspension	\$0.00	0	\$0.00
SE-18	Pedestrian Timer	\$0.00	0	\$0.00
SE-19	Traffic Signal Pole	\$12.36	0	\$0.00
SE-20	Preemption Control for Emergency Equipment	\$53.84	0	\$0.00
SE-21	Optically Activated Traffic Signal Priority Control System	\$158.74	0	\$0.00
SE-22	Audio Warning Systems for the Visually Impaired			
	Rate A	\$346.67	0	\$0.00
	Rate B	\$164.56	0	\$0.00
	Cost for each station for Rate B	\$22.77	0	\$0.00
SE-23	Camera Video Detection System	\$1,069.77	1	\$1,069.77

INTERSECTION #994: 51ST & LAMAR

TOTAL

\$855.41

City of Mission	Item Number:	10.
DISCUSSION ITEM SUMMARY	Date:	February 21, 2019
Administration	From:	Emily Randel

RE: Broadmoor ROW/Easement Acquisition Process Update

RECOMMENDATION: Information purposes only

DETAILS: The Broadmoor Design Concept Resolution (No. 1014) was approved by the City Council on October 17, 2018. Section 3 of that Resolution addressed the right-of-way (ROW) and easement acquisition strategy for the project:

Section 6. The City will limit the majority of the new construction to the area within the current right-of-way. Each drive lane width will be reduced to 12 feet. Space gained will be used to construct sidewalks with separation from the curb.

The approved design resolution for the Broadmoor Street Reconstruction Project (Martway Street to Johnson Drive) requires temporary construction easement, permanent sidewalk easement and some permanent right-of-way. The City contracted with an appraiser to evaluate the ROW and easement requirements of the project. The appraisal reports (values) were developed in accordance with industry standards.

There are 11 tracts where easements or ROW are required. The majority of tracts require just a temporary construction easement. The project was specifically designed to minimize the need to acquire permanent ROW. The total value of takings is estimated at approximately \$129,000. Because this is a real estate transaction, individual offers are not a matter of public record until a final agreement between the City and the property owner is reached.

The City is currently contacting property owners in person or via email with offers for the easements or ROW. In order to keep the project on schedule, the ROW and easement acquisition phase needs to be completed in the next few weeks.

When owners agree to an offer, the terms are documented in a "Right of Way/Easement Acquisition Agreement" that will require City Council approval. No ROW or easements will be acquired without the City Council specifically authorizing the Mayor to sign the agreements.

CFAA CONSIDERATIONS/IMPACTS: The approved design includes sidewalk that is more continuous than existing conditions, installed to ADA slope standards. The design also includes a ramp that bridges a significant grade change at the southwest corner of the Broadmoor and Johnson Driver intersection.

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