

CITY OF MISSION, KANSAS
COMMUNITY DEVELOPMENT COMMITTEE

WEDNESDAY, MAY 6, 2020

7:30 P.M.

(or immediately following 6:30 p.m. Finance & Administration Committee)

Mission City Hall

In consideration of the COVID-19 social distancing recommendations, this meeting will be held virtually via Zoom (<https://zoom.us/join>). The public may participate with comments by using the "chat" feature, please note all statements are made visible to the group. Information on joining the meeting will be posted at, <https://www.missionks.org/calendar.aspx>. Please contact the Administrative Offices, 913-676-8350, with any questions or concerns.

PUBLIC COMMENTS

PUBLIC PRESENTATIONS / INFORMATIONAL ONLY

ACTION ITEMS

1. Acceptance of the April 8, 2020 Community Development Committee Minutes - Audrey McClanahan ([page 4](#))

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

2. Contract Award for Rock Creek Channel Improvement Project - Celia Duran ([page 13](#))

The Rock Creek Channel Improvement Project includes retaining walls, channel modifications, and parking lot improvements along Rock Creek from Nall Avenue to Roeland Drive. Staff recommends approval of a contract with Gunther Construction in an amount not to exceed \$4,519,514 with funding from the Stormwater Utility Fund.

3. 56th and Foxridge Asphalt Repairs - Brent Morton ([page 18](#))

The 56th Street and Foxridge intersection project includes removal of two inches of existing asphalt and installation of approximately 792 SY of new asphalt. Staff recommends approval of a contract with Superior Bowen, LLC in an amount not to exceed \$15,840 with funding from the Street Program CIP.

4. 51st and Lamar Stormwater Repairs - Celia Duran ([page 20](#))

As a part of the recent inventory and condition assessment of the City's stormwater system, a large blockage was discovered in the corrugated metal pipe (CMP) under the intersection at 51st Street and Lamar Ave., as well as an existing inlet that is undersized and doesn't drain. The CMP has rusted out and is considered "failed" per Johnson County stormwater standards.

Due to the condition of the CMP, the size of the blockage, and stormwater backups due to undersized infrastructure, staff recommends replacing the stormwater infrastructure to prevent backups. Ideally, this should be completed prior to the street resurfacing and rehabilitation work on Lamar Avenue which is currently underway. Staff is seeking authorization for the City Administrator to execute a change order to the contract with Superior Bowen, Inc. to complete the work.

5. Indoor Pool Deck Repair and Resurfacing - Penn Almoney ([page 22](#))

The 2020 Parks & Recreation CIP included plans to resurface the indoor pool deck which was last replaced in 2012. The project scope had to be expanded due to oxidation/rusting of metal expansion joint fillers under the existing surface, and following an exhaustive research and bidding process, staff is recommending the award of two contracts to complete the work. One to Blast It Clean for overlay removal and repair in an amount not to exceed \$33,788.09 and a second with Hardscape for pool deck resurfacing in an amount not to exceed \$50,433.75. Funds will be provided from the Parks & Recreation Sales Tax Fund.

6. Community Center Exterior Wood Staining and Maintenance - Penn Almoney ([page 32](#))

The exterior woodwork in the southern breezeway and western pergola at the Community Center were last stained over ten years ago. Manufacturer recommendations suggest exterior wood features and character elements be stained every two to three years to protect the wood from heat, rain and wind exposure. This project was originally budgeted in 2019. Staff is recommending a contract be awarded to Distinctive Quality Painting, LLC in an amount not to exceed \$14,220 with funding from the Parks & Recreation Sales Tax Fund.

7. Nuisance Abatement Services Contract Award - Rebecca Brown ([page 35](#))

Nuisance abatement services are provided on an as-needed basis when property owners do not voluntarily bring properties into compliance with property maintenance codes. Abatement services include cutting grass and vegetation, tree trimming, and debris removal. The City uses a third-party contractor to perform these services and then bills the cost back to the property owner. Staff is recommending that contracts be awarded to two bidders, Custom Tree Care and Verhulst & Sons for 2020-2021.

DISCUSSION ITEMS

8. COVID-19 Updates and Operational Impacts/Reopening Recommendations - Laura Smith ([page 67](#))

Staff will provide an update on the status of Mission's COVID-19 related issues, information on updated state and county orders and reopening guidelines as well as recommendations for how these will impact City facilities, operations, programs and services in the next several weeks and months. A report will be provided in advance of the meeting.

9. Selection of Committee Chair and Vice Chair - Laura Smith ([page 75](#))

In accordance with Section 130.010 (B) of the City's Municipal Code on or before the first June Council meeting, the City Council shall vote to elect the chairperson and vice chairperson of the Finance and Administration Committee and the Community Development Committee. Committee Chairs are appointed for one year. This item will be considered under "New Business" on the May 20, 2020 City Council agenda.

OTHER

10. Department Updates - Laura Smith

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

City of Mission	Item Number:	1.
ACTION ITEM SUMMARY	Date:	May 6, 2020
Administration	From:	Audrey McClanahan

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

RE: April 8, 2020 Community Development Committee minutes.

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

DETAILS: Minutes of the April 8, 2020 Community Development Committee meeting are presented for review and acceptance. At the committee meeting, if there are no objections or recommended corrections, the minutes will be considered accepted as presented.

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

CFAA CONSIDERATIONS/IMPACTS: N/A

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

MINUTES OF THE MISSION COMMUNITY DEVELOPMENT COMMITTEE

April 8, 2020

The Mission Community Development Committee met virtually via ZOOM on, Wednesday, April 8, 2020 at 6:30 p.m. The following committee members were present: Trent Boultinghouse, Hillary Thomas, Arcie Rothrock, Nick Schlossmacher, Kristin Inman, Debbie Kring, Sollie Flora and Ken Davis. Mayor Appletoft was also present. Councilmember Thomas called the meeting to order at 6:30 p.m.

Also present were City Administrator Laura Smith, Assistant City Administrator Brian Scott, City Clerk Martha Sumrall, Assistant to the City Administrator Emily Randel, Public Works Director Celia Duran, Street Superintendent Brent Morton, Parks & Recreation Director Penn Almoney, Chief Ben Hadley, and Office Assistant Audrey McClanahan.

Public Comments

Ms. Smith reminded all in the public they can participate via the chat feature on ZOOM. All comments will be visible to all participants. There were no public comments.

Acceptance of the March 4, 2020 Community Development Committee Minutes

Minutes of the March 4, 2020 Community Development Committee were provided to the committee. There being no objections or corrections, the minutes were accepted as presented.

Lamar Rehabilitation and Resurfacing (UBAS) Contract Award

Ms. Smith stated there are three interrelated items for the Lamar Project on tonight's agenda. The Lamar Rehabilitation Project predates Ms. Duran coming to Mission as Public Works Director as we have been working on this for the past four to five years. This project is part of the Safe Routes to School Program (SRTS). The City submitted an application for funding of bike lanes along Lamar, which were originally anticipated to be 100% funded by the City. The project did receive SRTS funding for the bike lanes. She stated the Lamar project was introduced at a time when we were trying to stretch our street funding dollars as much as possible and the project was estimated at \$550,000 when introduced. The project was refined and the budget updated with the SRTS funding and the introduction of UBAS resurfacing. She stated when the CARS program for 2020-2024 was submitted and the 2020 Budget approved, the cost for this project was estimated and approved by Council at approximately \$938,000.

Ms. Duran stated that this project has evolved over time with changes in scope, time frame, and funding opportunities. When the final design was completed and the engineer's estimate received in January of this year, it became apparent that the project would exceed the budget. It was decided to go ahead and bid the project to see where there may be overages and whether we could modify the scope of the project. Two bids were received with Superior Bowen

submitting the lowest and most responsive bid at 928,994.15. She stated that based on conversations following the bid opening, crack sealing costs were removed from the engineer's estimate as crack seal treatment is not recommended or necessary prior to UBAS treatment. The bid from Superior Bowen exceeds the estimate by 2.8%, but Ms. Duran stated it is still a good price and is reasonably close to the estimate. She also provided information on the many joint repairs needed along this section of Lamar, which were not anticipated when the budget for the project was prepared. The joint repairs on Lamar are more than would usually be anticipated and the price of this project could be approximately \$202,000 over the original budget due to the joint repairs needed. She also discussed the process used for this project including basing the budget on conceptual prices and then walking the project. Ms. Duran provided information on the project components and their cost, noting that costs for construction inspection are based on the actual bid price. The cost for bike lanes at this time is based on the engineer's estimate as KDOT will be bidding that part of the project. We will know the bike lane construction inspection costs once the bike lanes bids are received. She also discussed KDOT's requirements which can result in costs approximately 30% higher, but noted that some of the overages in costs for this project could go down when the bike lanes are actually bid. Staff has evaluated various ways to get this project completed with available funding, including the possible removal of some concrete work, reducing the size of the project, part-time inspection services, or turning back SRTS funding for the bike lanes. Based on these evaluations and bid negotiations, modifications to inspections services, and additional CARS funding through a change order, it is recommended that the project move forward with the scope as presented.

Ms. Duran discussed continually looking at ways to improve estimating processes, and the desire to always bring projects forward under budget and completed on time. There were many nuances to this project that made that difficult. In the future, projects will be walked earlier in the process to ensure we have better estimates and appropriate levels of contingency funding included. She stated this is an important project as it is a major thoroughfare in Mission, and we have the opportunity to take advantage of external funding through Safe Routes to Schools and CARS. The project is anticipated to begin May 1 with a 90-day timeframe. Ms. Duran also provided information on discussions with Superior Bowen about social distancing protocols, noting they have two safety officers with the company who are responsible for compliance.

Councilmember Kring asked for additional information on Superior Bowen (location, etc.). Ms. Duran stated they are out of Missouri, but have done work all over the metro area. They also just purchased O'Donnell and Sons Construction, and they have done work for both municipalities and the federal government.

Councilmember Boultinghouse asked if the currently budgeted \$422,000 in CARS funding is "locked in" or is this still subject to Johnson County review and acceptance. Ms. Duran stated this funding was approved last year so it is locked in.

Ms. Smith provided information on additional budget comparisons. She stated that because SRTS funding is included in the project, those dollars are taken into consideration by the County and they reduce the available 50% funding. She noted there are discussions underway with Johnson County regarding current SMAC and CARS projects which may not be able to move forward. She stated if we delay this project we may not have access to this funding.

Ms. Smith discussed information provided to Council regarding a revised street program budget, including:

- 2019-2020 anticipated budget with an ending fund balance of \$542,819 in 2019 and \$43,546 in 2020.
- 2019-2020 revised budget that includes audited numbers from 2019 with an ending fund balance of \$732,988 in 2019.
- 7 mills are dedicated to streets and this projected amount for 2020 stays the same as was originally budgeted. We may see a delinquency in property tax receipts this year due to COVID-19.
- Street sales tax revised budget numbers reflect a 20% reduction.
- Special Highway Funds are reduced in the revised 2020 budget as these funds come from gasoline and people are driving less.
- Miscellaneous revenues in the revised 2020 budget include \$68,000 from Safe Routes to Schools.
- Revisions were also made to the revised expenses for 2019-2020. Broadmoor project came in approximately \$1,300 over what was included in last year's budget due to the delay in the signal installation.
- Increased expenses for Public Works maintenance and street program as the staff completed a great deal of hole patching and repair work after a hard winter. Also, Overland Park invoiced Mission for a chip seal project that was completed in 2018, but not invoiced until 2019. The mill and overlay of the 52nd Street cul-de-sac is a carryover, and patching of Foxridge is included.
- Expenses associated with the Reeds Road bridge repairs were funded by carry-over funds, so no expense was shown in the original 2019 budget.
- There are no changes in the revised budget to debt service with the exception of the TUF settlement funding which was \$1,000,000 in 2019 and we now know the total amount is \$609,820.
- The final expenses in 2019 ended better than anticipated. Even with reductions in anticipated revenues and the increase in the Lamar project, our ending balance is improved.
- The funding for the next phase of Foxridge Drive design and construction in 2021 is anticipated to be in excess of \$4.5 million. We have always anticipated debt financing for this project. Council will need to consider the renewal of the street sales tax to ensure a repayment source if debt is issued. With Stantec data available, this will assist in providing a clearer picture of our street program to the public.

Councilmember Thomas stated this project is very visible to the public and she is anxious to have it move forward.

Councilmember Flora requested information on our confidence in receiving \$75,000 in CARS funding through a change order, and what that number is based on. Ms. Duran stated she is confident we will receive funds as this type/amount of funding is part of the CARS program bylaws. This may change in the future, but they will obligate what they have for this year.

Ms. Smith provided information on revenue projections, noting that we have not yet received sales or gas tax receipts that may be impacted by COVID-19. Gas tax receipts are received quarterly and sales tax receipts are received monthly, but there is a two month lag. So far this year, gas and sales tax receipts are on track with our budgeted numbers. In estimating reductions, Ms. Smith based these on discussions with colleagues in other cities and percentages they are using to look at budget impacts due to COVID-19. She also noted that in 2019, Mission did not experience the sales tax declines that many cities did, although we do anticipate COVID-19 implications this year. Councilmember Flora stated this information is reassuring and Councilmember Davis thanked Ms. Smith for putting this information together as it is very helpful.

Councilmember Davis recommended the contract with Superior Bowen Asphalt Company, LLC for the Lamar Avenue (Foxridge Drive to Shawnee Mission Parkway) Rehabilitation and Resurfacing Project in an amount not to exceed \$928,994.15 be forwarded to Council for approval. All on the committee agreed, but this will not be a consent agenda item.

Lamar Interlocal Agreement for CARS Funding

Ms. Duran stated this interlocal agreement is for Johnson County CARS funding of the Lamar Project discussed under Item No. 2. The CARS funding is in an amount not to exceed \$422,000. The CARS program will pay up to 50% of the project cost and up to \$75,000 for the change order. She stated that the additional funding request (change order) for \$75,000 will depend on project quantities once known. Councilmember Thomas noted that this item is Item No. 4 on the agenda; Item No. 3 will be discussed next.

Councilmember Flora recommended the Interlocal Agreement with Johnson County for the public improvement of Lamar Avenue (Foxridge Drive to Shawnee Mission Parkway) (CARS Project No. 320001323) using CARS Program funding in an amount not to exceed \$422,000 be forwarded to Council for approval. All on the committee agreed, but this will not be a consent agenda item.

Lamar Construction Inspection Services Contract

Ms. Duran stated this proposed contract with Pfefferkorn Engineering is for construction inspection services for the Lamar Project in an amount not to exceed \$39,040. Pfefferkorn has

not done work for the City previously, but since KDOT is administering the bike lane portion of the project, we are required to select a construction inspector from their list of qualified firms. Since Pfefferkorn will be performing inspection services for the bike lane portion of the project we requested they submit a proposal for the inspection of the rehabilitation and resurfacing portion of the project also. This proposal is for part-time inspection services and for materials testing based on a 90-day construction timeline. Based on Pfefferkorn's experience and qualifications performing inspection of KDOT projects, and to ensure continuity throughout the project, staff is recommending approval of this contract.

Councilmember Flora requested information on how KDOT approves the contractors. Ms. Duran stated it depends on the firm, and noted that because they have lower overhead costs we are seeing good prices with them in addition to their qualifications and continuity throughout the project. Ms. Smith commended Ms. Duran for her work on this project. Two other proposals were received, but even if Pfefferkorn was providing full-time inspection services, the others would have been significantly higher in cost. She stated we have vetted this firm, but are also looking for savings.

Councilmember Kring recommended the construction inspection services agreement with Pfefferkorn Engineering & Environmental, LLC (Pfefferkorn) for construction inspection services for the Lamar Rehabilitation and Resurfacing (UBAS) Project in an amount not to exceed \$39,040 be forwarded to Council for approval. All on the committee agreed, but this will not be a consent agenda item.

Update to Tree Plan

Mr. Almoney reported that Chapter 230 of the Municipal Code dictates that in even numbered years, the Parks, Recreation and Tree (PRT) Commission reviews and recommends updates to the City's Tree Plan. Maintaining and updating the Tree Plan is one of the requirements to maintain our designation as Tree City USA. The PRT reviewed the Tree Plan at their March 16th meeting, and proposed adding additional language under "Interface with the Community" to remove "newsletter" and add the Mission Magazine and social media channels. He also stated that the Kansas Forest Service is our primary reference for the addition or removal of any specific trees from the prohibited trees section of the plan. At this time, no additions or deletions are recommended by the Kansas Forest Service.

Ms. Smith stated she shared with Council additional information on updating the tree plan and this will be incorporated into the packet. Councilmember Davis reminded her of discussions in 2019 regarding interface with KDOT related to tree maintenance, particularly in rights-of-way that abut the City. Ms. Smith stated she overlooked having this included in the currently proposed plan, but additional language has now been added. The primary goal of the tree plan is the development and maintenance of trees on public property, but she also supports Councilmember Davis' recommendation to include language regarding our interface with KDOT and utilities, especially after recent conversations with Evergy. She discussed the additional

language added to the plan, which includes highlighting agencies that we interact with related to our urban forest and tree canopy. This language also assists in keeping our Tree Plan at the forefront as maintenance of trees that are not controlled by us is considered. She stated that the Tree Plan points back to the PRT, but wants to be clear that staff is responsible for any communication with other entities and providers. If additional policies or practices are desired, these will be forwarded to the PRT for review and recommendation. She feels it is appropriate to add this additional language to the plan, and this does not need to go back to the PRT for consideration as Council is responsible for final approval of the Tree Plan.

Councilmember Davis thanked Ms. Smith and Mr. Almoney for their work on the plan and including his recommendations. He also asked that information be shared on how creeks and waterways are handled. Ms. Smith stated that we are usually taking trees out of waterways rather than planting additional trees. Public Works is working on a rotating creek clean-out plan which will come back to Council as part of the stormwater maintenance plan. Mr. Almoney, Ms. Duran and Mr. Morton are working on park standards that will include tree maintenance. This will come before Council later this year. If it is appropriate, these standards can be incorporated into the Tree Plan. Ms. Smith stated she also reached out to other cities to see how their tree plans compare to Mission's. Many are very different and she will continue to look more closely at these to see if there are recommendations we may want to incorporate into our plan.

Councilmember Flora stated Mission's Tree Plan is focused on the replacement and maintenance of trees in our city and not the expansion of the canopy or additional diversification of trees, and asked if other cities are including this in their plans. She asked if expansion of the tree canopy should be an initiative put forward by Council or the PRT. Ms. Smith stated she has not yet had time to read through all the other tree plans, but at the February Council Retreat, the expansion and maintenance of our urban forest and tree canopy was supported by the group. She stated we will want to include this in our plan and will be looking for additional clarity on this issue through the budget process.

Councilmember Schlossmacher asked if other cities' plans include information on interaction with KDOT. Ms. Smith stated she did not specifically ask, but will review their plans. Anecdotally, our experience with KDOT is similar in other cities, and she hopes that in working with Evergy and other utilities, more information will be shared with the City which will allow for a better job of managing these issues. It will be challenging to move the needle on this issue. Councilmember Schlossmacher also asked if we have lost utility services due to KDOT not trimming in the ROW, and Ms. Smith stated that we have not but we have in other areas where Evergy is behind schedule in trimming.

Councilmember Davis recommended that approval of the proposed revisions to the City of Mission's Tree Plan as set forth in Chapter 230 of the Mission Municipal Code be forwarded to Council for approval. All on the committee agreed. This will be a consent agenda item.

Department Updates

Ms. Smith provided an update on COVID-19 related activities. Staff is currently working at City facilities at a 50% or less staffing level to maintain social distancing. Public Works has two crews that work alternating days. They are currently mulching the playgrounds as no one is using them at this time. There have been several challenges with equipment so this has slowed the process. She stated staff is getting creative on how to continue to provide services. Code Enforcement Officer Becca Brown has been driving through Mission to stay on top of code enforcement issues. She knows the “hot spots” in the City and will continue to drive throughout the City several times a week. She continues to draft letters and take pictures, which can then be dropped off at City Hall weekly to be mailed and keep the process moving forward. Ms. Smith stated we are not focused on proactive enforcement, but with spring vegetation growth staff is “keeping an eye on things.” Jim Brown, Building Official, is working in the office and also monitoring code enforcement issues. Ms. Smith stated Caitlyn Service, City Planner, began working for Mission on March 30th. She has been working remotely and Mr. Scott is providing her with projects. Because this year’s Bunny Eggstravaganza has been cancelled, Jenny Smith and Nick Shepherd are promoting a Mission egg hunt on social media. People are encouraged to download the egg templates to color and put them in their windows for families to find on their walks. Staff is also encouraged to put eggs in City Hall or their vehicle windows. Additional virtual activities will be added in the coming weeks that encourage participation while maintaining social distancing.

Councilmember Kring stated she has contacted staff regarding Village Inn Restaurant needing to paint the north side of their building. She wondered if now would be a good time for them to undertake this. Ms. Smith stated we are not pushing these kinds of issues forward in light of social distancing protocols. We want everyone to stay at home to the extent that they can and we will follow-up with Village Inn after the stay at home order has expired. Councilmember Davis also noted that with the restaurant currently closed, enforcing this at this time could be a financial burden on the owners.

Councilmember Davis requested an update on Municipal Court. Ms. Smith stated that when the original emergency proclamation was issued, court was deferred to May 12th at the earliest. Staff has been sending letters and following-up with defendants to reschedule appearances, etc. She stated that officers can still issue citations, and that we were already scheduling court dockets in May, so suspending Court to May 12th makes sense. Court clerks are working on a staggered schedule with someone in the office every day. Ms. Smith stated they are doing an outstanding job with keeping work up to date and being available to the public (phone and email). She noted that most calls currently coming into City Hall are for Municipal Court. Councilmember Flora asked if we know how many people are incarcerated in the Johnson County Jail on Mission offenses and how are these being handled. Ms. Smith will find out and provide additional information to Council.

Councilmember Davis asked how staff is doing, and Ms. Smith stated we do not have any staff self-quarantining or in isolation at this time. She has been communicating with staff twice a week on Tuesdays and Fridays. She commended staff for staying busy, serving residents and businesses, and doing a phenomenal job overall.

Councilmember Thomas requested an update on the Police Department related to COVID-19. Chief Hadley stated that accidents are down across the metro, and calls for service during the daytime and overnight have decreased. Evening calls for service have remained the same or increased. He stated the Police Department is “in full swing” and that all staff are healthy and working. The current focus is on education for businesses and residents. He noted that auto burglaries are not increasing, but it is not uncommon to see about one a day and he again encouraged all to lock their cars. Metro-wide disturbance calls, particularly family arguments, are increasing. The department had protective equipment available and he provided information on continuing efforts to ensure we have the needed equipment. The department also continues to work with other departments throughout Johnson County.

Other

No other business was discussed.

Meeting Close

There being no further business to come before the Committee, the meeting of the Community Development Committee adjourned at 7:33 p.m.

Respectfully submitted,

Martha Sumrall
City Clerk

City of Mission	Item Number:	2.
ACTION ITEM SUMMARY	Date:	May 6, 2020
Public Works	From:	Celia Duran

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

RE: Contract Award Rock Creek Channel (Nall Avenue to Roeland Drive) Improvements

RECOMMENDATION: Approve a contract with Gunther Construction for the Rock Creek Channel (Nall Avenue to Roeland Drive) Improvements project in an amount not to exceed \$4,519,514.

DETAILS: The Rock Creek Channel Improvements Project includes construction of retaining walls, channel modifications, and parking lot improvements along Rock Creek from east of Nall Avenue to Roeland Drive to address erosion and flooding concerns.

In June 2019, a contract was approved with George Butler Associates (GBA) for project design. Following completion of design in January 2020, the project was put out for bid in February with bids due on March 16, 2020. A pre-bid meeting was held on February 26, 2020 and nine contractors attended. Only one (1) contractor submitted a bid by the deadline and is listed in the table below.

		Difference (\$)	Difference (%)
Engineer's Estimate	\$4,045,500 (base bid) \$ 335,362 (contingency) \$4,380,862		
Gunter Construction	\$4,519,514*	\$138,652	3.16%

*This cost is for the base bid and does not include bid alternates.

Although there were many items that had bid costs under the Engineer's Estimate, the primary differences in the Engineer's Estimate and the bid were for grading (\$349,650) and construction of the retaining wall (\$447,893) which used and exceeded the contingency built into the project budget by the engineer. The project bid also included costs for various bid alternates as discussed at the November 6, 2019 Community Development Committee including:

Bid Alternate 1: Constructing a ramp on the north side of the channel to provide access for future maintenance. (Bid cost: \$94,555)

Bid Alternate 2: Extending a wall on the north side of the channel to prevent

Related Statute/City Ordinance:	
Line Item Code/Description:	22-61-407-05
Available Budget:	\$4,519,514

City of Mission	Item Number:	2.
ACTION ITEM SUMMARY	Date:	May 6, 2020
Public Works	From:	Celia Duran

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

potential scouring and erosion that may occur after the channel is modified. (Bid cost: \$259,945)

Although these bid alternates would enhance the project and could result in lower maintenance costs in the future, they would add an estimated \$354,500 to the project costs and Staff is not recommending they be included in the contract award at this time due to budget constraints.

The table below details current project costs and actual expenditures or contract awards. As illustrated below, the construction bid exceeds the Engineer's Estimate. Additionally, project costs currently exceed previous budget estimates. A chart which outlines the differences/changes in the project costs is attached to this action item for Council's review and consideration.

ITEM	BUDGET	BID/ACTUAL COSTS	DIFFERENCE (\$)	DIFFERENCE (%)
Design/Inspection (GBA)	\$694,500	\$694,500	\$0	0%
Construction	\$4,380,862	\$4,519,514*	\$138,652	3.16%
Property Acquisition/Demo	\$180,375	\$230,248	\$49,873	27.6%
TOTAL	\$5,255,737	\$5,444,262	\$188,525	3.59%

*=Construction costs include a contingency of \$100,000.

Although nine contractors attended the pre-bid meeting, only one bid was received from Gunther Construction. Staff and the engineer contacted all of the contractors that attended the pre-bid meeting, and the primary reasons other contractors did not submit bids were attributed to existing workload and uncertainty in available workforce due to COVID-19.

Since the bid opening City staff has worked with GBA and Gunther Construction to evaluate options to reduce project items and project costs. This review and evaluation resulted in the delay of Council consideration of the item by one month, but was determined to be a critical step in the City's due diligence. However, after a thorough evaluation and discussion it was determined that there were no elements that could be

Related Statute/City Ordinance:	
Line Item Code/Description:	22-61-407-05
Available Budget:	\$4,519,514

City of Mission	Item Number:	2.
ACTION ITEM SUMMARY	Date:	May 6, 2020
Public Works	From:	Celia Duran

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

eliminated or value engineered without negatively impacting the project.

Based on an evaluation of current revenues and expenses in the stormwater utility fund, there are sufficient funds to move the project forward even with the increased costs, and staff is recommending that the project proceed for the following reasons:

1. Subsidence of the parking lot/parking area of the Roeland Court Homes Association (RCHA) occurred in August 2017. The City and RCHA entered into an agreement, including financing, to complete this project in anticipation that the construction would begin in Spring 2020. If this project is delayed, the residents will not be able to use their parking lot for another year.
2. Although the City could rebid the project later this year, this could potentially result in even higher bids since the contractor would need to maintain the project area over the winter.

If the contract is approved, the construction would begin in late May and be substantially complete by the end of 2020 with final restoration of the project (seeding and sodding, planting trees, etc.) in Spring 2020.

The City's land use attorney continues to work on acquiring easements from one property (Wendy's) and has filed the eminent domain petition with Johnson County courts; however, this process has been delayed due to closure of the courts as a result of COVID-19. The City is attempting to maintain discussions with this property owner in hopes that both parties can reach agreement while continuing to work on eminent domain as soon as the court reopens. Staff has discussed this situation with Gunther Construction and they believe they can still complete the project in the timeframe listed above.

CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	
Line Item Code/Description:	22-61-407-05
Available Budget:	\$4,519,514

Rock Creek Channel Improvements and Roeland Court Townhomes Site Improvements
 Engineers Opinion of Probable Construction Cost

GBA
 3/18/2020
 REBID 4/10/2020



Base Bid				Engineers Estimate			Gunter Construction			
Bid Item	Item Description	Quantity	Unit	Unit Cost	Cost	Bid Estimate	Unit Bid	Bid	Bid Price	Difference
General										
0.1	Bonds, Insurance & Permit Fees	1	LS	\$60,000.00	\$60,000	\$60,000.00	\$37,400.00	\$37,400	\$37,400.00	-\$22,600.00
0.2	Construction Staking	1	LS	\$19,000.00	\$19,000	\$19,000.00	\$19,000.00	\$19,000	\$19,000.00	\$0.00
0.3	Mobilization	1	LS	\$310,000.00	\$310,000	\$310,000.00	\$345,000.00	\$345,000	\$345,000.00	\$35,000.00
0.4	Temporary Traffic Control	1	LS	\$3,500.00	\$3,500	\$3,500.00	\$5,000.00	\$5,000	\$5,000.00	\$1,500.00
0.5	Force Account	1	LS	\$100,000.00	\$100,000	\$100,000.00	\$100,000.00	\$100,000	\$100,000.00	\$0.00
Demo										
1.1	Preservation of Existing Features	1	LS	\$38,700.00		\$38,700.00	\$49,730.00		\$49,730.00	\$11,030.00
	4' Temporary Construction Fencing & Tree Protection	2,500	LF	\$4.00	\$10,000		\$3.00	\$7,500		\$7,500.00
	Remove & Deliver Concrete Barrier	10	Ea	\$300.00	\$3,000		\$120.00	\$1,200		
	Remove & Reset 6' Wood Fence	115	LF	\$40.00	\$4,600		\$28.00	\$3,220		\$3,220.00
	Reset Landscaping Blocks	120	SFF	\$30.00	\$3,600		\$18.00	\$2,160		
	Remove and Reset Masonry Garbage Enclosure	425	SFF	\$20.00	\$8,500		\$50.00	\$21,250		
	Remove and Reset Parking Lot Light Pole/Foundation	2	Ea	\$2,000.00	\$4,000		\$3,950.00	\$7,900		
	Salvage Gravel/Riprap	50	CY	\$100.00	\$5,000		\$130.00	\$6,500		
1.2	Remove and Dispose of Existing Features	1	LS	\$122,180.00		\$122,180.00	\$71,255.00		\$71,255.00	-\$50,925.00
	Remove & Dispose 6" Asphalt	30,600	SF	\$1.75	\$53,550		\$1.00	\$30,600		
	Remove & Dispose Flumes, Curbs and Sidewalk	2,040	SF	\$2.00	\$4,080		\$2.00	\$4,080		
	Remove & Dispose Fence	1,025	LF	\$3.00	\$3,075		\$8.00	\$8,200		
	Remove & Dispose Storm Sewers	155	LF	\$35.00	\$5,425		\$45.00	\$6,975		
	Remove & Dispose Sanitary Sewer Service	70	LF	\$15.00	\$1,050		\$70.00	\$4,900		
	Remove & Dispose Retaining Wall	1	LS	\$55,000.00	\$55,000		\$16,500.00	\$16,500		
Earthwork										
2.1	Vegetation Clearing and Grubbing	0.9	Ac	\$35,000.00	\$31,150	\$31,150.00	\$91,000.00	\$81,900	\$81,900.00	\$81,900.00
2.2	Mass Grading	1	LS	\$539,750.00		\$539,750.00	\$882,800.00		\$882,800.00	\$343,050.00
	Excavation	16,650	CY	\$7.00	\$116,550		\$28.00	\$466,200		
	Compacted Fill (On site soils)	6,100	CY	\$12.00	\$73,200		\$22.00	\$134,200		
	Haul Off Unsuitable Soil	10,600	CY	\$32.00	\$339,200		\$24.00	\$254,400		
	Channel Shaping	400	CY	\$27.00	\$10,800		\$70.00	\$28,000		
2.3	Temporary Erosion Control	1	LS	\$25,695.00		\$25,695.00	\$28,430.00		\$28,430.00	\$2,735.00
	Gravel Construction Entrance	3	Ea	\$1,600.00	\$4,800		\$3,200.00	\$9,600		
	Temporary Rock Check & Sediment Trap	1	LS	\$6,500.00	\$6,500		\$13,000.00	\$13,000		
	8" Straw Wattles	985	LF	\$7.00	\$6,895		\$4.00	\$3,940		\$3,940.00
	Temporary Seeding & Mulching	1.0	Ac	\$7,500.00	\$7,500		\$1,890.00	\$1,890		\$1,890.00
Utility										
3.1	Utility Coordination & Support for Excavations	1	LS	\$10,000.00	\$10,000	\$10,000.00	\$9,000.00	\$9,000	\$9,000.00	-\$1,000.00
3.2	Storm Sewer Improvements	1	LS	\$42,975.00		\$42,975.00	\$50,075.00		\$50,075.00	\$7,100.00
	Flowable Fill	40	CY	\$300.00	\$12,000		\$120.00	\$4,800		
	4' Manhole	2	Ea	\$6,000.00	\$12,000		\$11,500.00	\$23,000		
	15" RCP Storm Sewer	165	LF	\$115.00	\$18,975		\$135.00	\$22,275		
Walls										
4.1	Gravity Retaining Wall (Wall A & B)	24,281	SFF	\$67.84		\$1,647,140.00	\$76.76		\$1,863,915.00	\$216,775.00
	AB-3 Granular Base	420	CY	\$75.00	\$31,500		\$42.00	\$17,640		
	4" Underdrain	2,010	LF	\$10.00	\$20,100		\$4.00	\$8,040		
	Granular Backfill	3,200	CY	\$65.00	\$208,000		\$42.00	\$134,400		
	Big Block Retaining Wall	24,281	SFF	\$40.00	\$971,240		\$55.00	\$1,335,455		
	Concrete Block Unit Infill	1,100	CY	\$250.00	\$275,000		\$215.00	\$236,500		
	Granular Block Unit Infill	3,140	CY	\$45.00	\$141,300		\$42.00	\$131,880		
4.2	Mechanically Stabilized Retaining Wall (Wall D)	5,977	SFF	\$100.26		\$599,234.00	\$112.01		\$669,492.00	\$70,258.00
	AB-3 Granular Base	30	CY	\$75.00	\$2,250		\$42.00	\$1,260		
	4" Underdrain	240	LF	\$10.00	\$2,400		\$4.00	\$960		
	Granular Backfill	2,260	CY	\$65.00	\$146,900		\$42.00	\$94,920		
	Grouted Rock Anchor	85	Ea	\$1,750.00	\$148,750		\$1,800.00	\$153,000		
	Geosynthetic Straps	18,000	LF	\$0.75	\$13,500		\$3.00	\$54,000		
	Big Block Retaining Wall	5,977	SFF	\$42.00	\$251,034		\$56.00	\$334,712		
	Concrete Block Unit Infill	80	CY	\$250.00	\$20,000		\$215.00	\$17,200		
	Granular Block Unit Infill	320	CY	\$45.00	\$14,400		\$42.00	\$13,440		
4.3	Foundation Stabilization and Protection	1	LS	\$55,623.00		\$55,623.00	\$37,625.00		\$37,625.00	-\$17,998.00
	AB-3 Toe Backfill	720	LF	\$12.00	\$8,640		\$25.00	\$18,000		
	Scour Protection	390	LF	\$120.00	\$46,800		\$50.00	\$19,500		
	AB-3 Foundation Stabilization	1	CY	\$183.00	\$183		\$125.00	\$125		
Paving										
5.1	Type 1 Asphalt Paving	2,525	SY	\$30.00	\$75,750	\$75,750.00	\$24.00	\$60,600	\$60,600.00	-\$15,150.00
5.2	Type 2 Asphalt Paving	1,460	SY	\$50.00	\$73,000	\$73,000.00	\$34.00	\$49,640	\$49,640.00	-\$23,360.00
5.3	2" Asphalt Mill and Overlay	1,625	SY	\$22.00	\$35,750	\$35,750.00	\$12.00	\$19,500	\$19,500.00	-\$16,250.00
5.4	Concrete Curb and Gutter	1,355	LF	\$25.00	\$33,875	\$33,875.00	\$27.00	\$36,585	\$36,585.00	\$2,710.00

FBE VE

Subcontracted Estimate

\$13,481

\$349,650

\$11,556

\$96,262.49

\$1,863,915.00

\$364,215

\$83,678

\$60,600.00

\$49,640.00

\$19,500.00

5.5	Concrete Flume	320	SF	\$32.00	\$10,240	\$10,240.00	\$13.00	\$4,160	\$4,160.00	-\$6,080.00	
5.6	4" Concrete Sidewalk	151	SF	\$8.00	\$1,208	\$1,208.00	\$17.00	\$2,567	\$2,567.00	\$1,359.00	
Restoration											
6.1	48" Chain Link Fence	550	LF	\$45.00	\$24,750	\$24,750.00	\$15.00	\$8,250	\$8,250.00	-\$16,500.00	\$8,250.00
6.2	6" Wood Fence	645	LF	\$52.00	\$33,540	\$33,540.00	\$20.00	\$12,900	\$12,900.00	-\$20,640.00	\$12,900.00
6.3	Imported Topsoil	1,160	CY	\$75.00	\$87,000	\$87,000.00	\$30.00	\$34,800	\$34,800.00	-\$52,200.00	
6.4	Mulching / Seeding	2,720	SY	\$2.50	\$6,800	\$6,800.00	\$1.00	\$2,720	\$2,720.00	-\$4,080.00	\$2,720.00
6.5	Zone 2 Native Seeding	1,540	SY	\$4.00	\$6,160	\$6,160.00	\$1.00	\$1,540	\$1,540.00	-\$4,620.00	\$1,540.00
6.6	Zone 2 Native Seeding w Plantings	2,535	SY	\$12.00	\$30,420	\$30,420.00	\$6.00	\$15,210	\$15,210.00	-\$15,210.00	\$15,210.00
6.7	Erosion Control Blanket	1,280	SY	\$5.00	\$6,400	\$6,400.00	\$2.00	\$2,560	\$2,560.00	-\$3,840.00	\$2,560.00
6.8	2" Calliper Landscaping Tree	20	Ea	\$450.00	\$9,000	\$9,000.00	\$560.00	\$11,200	\$11,200.00	\$2,200.00	\$11,200.00
6.9	Sod	555	SY	\$12.00	\$6,660	\$6,660.00	\$12.00	\$6,660	\$6,660.00	\$0.00	\$6,660.00
Contingency						\$335,362					
Base Bid Subtotal						\$4,045,500		\$4,519,514	\$4,519,514.00	\$474,014.00	
Base Bid with Contingency						\$4,380,862		\$4,519,514	\$4,519,514.00	\$138,652.00	

\$ 121,300 \$ 447,893 \$ 349,650 \$ 2,846,637
 VE Footing Block Dirt Subs **63%**

City of Mission	Item Number:	3.
ACTION ITEM SUMMARY	Date:	May 6, 2020
Public Works	From:	Brent Morton

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

RE: Contract Approval for Asphalt Repairs at 56th Street and Foxridge Drive Intersection

RECOMMENDATION: Approve a contract with Superior Bowen, LLC for asphalt repairs at the intersection of 56th Street and Foxridge Drive in an amount not to exceed \$15,840.

DETAILS: The Kansas Department of Transportation (KDOT) recently hired Superior Bowen, LLC (Superior Bowen) to mill and overlay Metcalf Avenue and the ramps at 56th and 58th Streets. These ramps and the intersection of 56th St. and Foxridge Dr. (just east of the ramp) are in very poor condition with continual potholes. This intersection was not milled and overlaid with the City's Foxridge Drive improvements in 2017 since KDOT was discussing reconfiguration of the ramps and potentially the entire intersection at the time Mission's project was bid.

Following award of the KDOT contract, Superior Bowen contacted the City to determine whether the City was interested in hiring them to repave the intersection at 56th St. and Foxridge Dr. since they will already be mobilized on site. Superior Bowen has offered to perform this work for the City at a reduced unit cost of \$20.00/square yard (SY), which is a good price for a project of this size and much less than the \$51.20/SY unit cost quoted in the KDOT contract. Total estimated cost for the project is \$15,840 and funds are available in the Street Program CIP to accomplish this work.

The scope of work for the project includes removal of two inches of existing asphalt and installation of approximately 792 SY of new asphalt at the intersection of 56th Street and Foxridge Dive. This project will help extend the life of this intersection and will result in minimal traffic impacts and a more uniform and complete intersection since the work for the ramps and intersection will be completed at the same time using one contractor. We receive numerous complaints about the condition of the KDOT ramps and the intersection at this location each year and the project will be a benefit to the traveling public.

Superior Bowen will be constructing the KDOT project in May 2020, and staff recommends a contract award to complete the work.

CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	NA
Line Item Code/Description:	Special Highway Fund 03-90-801-11
Available Budget:	\$215,963.75



SUPERIOR BOWEN

2501 Manchester Trafficway • Kansas City, Missouri 64129
(816) 921-8200 • Fax (816) 921-8251

SUPERIOR BOWEN

Date: 4/24/2020

To: The City of Mission, KS

Project Name: 56th and Metcalf - Mill and Overlay

Proposal:

Item	Description	Unit	Quantity	Unit Price	Amount
1	2" Mill and Overlay	SY	792	\$20.00	\$15,840.00

*This proposal may be withdrawn by Superior Bowen Asphalt Company, L.L.C. ("SBAC") if not accepted within twenty days.
Progress payments to be made monthly with final payment due upon completion.
The above prices include labor, material, and equipment unless stated otherwise.*

NOTICE TO OWNER: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

**THE TERMS AND CONDITIONS ON THE REVERSE SIDE ARE INCORPORATED INTO THIS PROPOSAL.
ONCE EXECUTED BY BOTH PARTIES, THIS PROPOSAL SHALL BECOME A BINDING CONTRACT.**

Proposal authorized by:

Proposal accepted by Client:

Date: _____



Superior Bowen

The City of Mission, KS

City of Mission	Item Number:	4.
ACTION ITEM SUMMARY	Date:	May 6, 2020
Public Works	From:	Celia Duran

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

CRE: 51st Street and Lamar Ave Stormwater Repairs

RECOMMENDATION: Authorize the City Administrator to approve a change order with Superior Bowen for repairs to stormwater infrastructure at 51st Street and Lamar Ave in an amount not to exceed \$60,000.

DETAILS: Last September, Council approved a task order with BHC Rhodes to update the City’s stormwater system inventory and condition ratings. During this process, BHC Rhodes determined that approximately 10% of our stormwater system required cleaning before a thorough inspection could be completed. The City subsequently hired A-1 Septic and Sewer to perform the cleaning and during that process a large blockage at a 90-degree bend in the corrugated metal pipe (CMP) under the intersection at 51st Street and Lamar Ave. was detected, as well as a clogged inlet on the southwest corner of the intersection that is undersized resulting in backups.

Additionally, the stormwater inventory completed by BHC Rhodes indicates that the CMP located under Lamar Ave. has rusted out and is rated a “5”, which is considered failed per Johnson County stormwater standards. Staff recommends addressing these stormwater issues prior to completing the street resurfacing and rehabilitation work on Lamar Avenue (scheduled to begin May 4th) to prevent open-cutting of new pavement.

Staff was unaware of this blockage until after the Lamar Resurfacing and Rehabilitation Project was bid, but has moved quickly to work with Olsson on a design solution so that this work can be completed in connection with the project. Superior Bowen, the contractor for the Lamar project, is aware of this issue and has agreed to perform this work in-house with no anticipated delays, but is waiting on final design before submitting a cost for this work.

Based on Olsson’s survey, there are numerous utilities at this location in potential conflict, including water, fiber, gas, cable, as well as the traffic signal pole and controllers. In order to address the stormwater issues at this intersection and to work around existing utilities, Olsson’s proposed design includes installation of four additional structures and approximately 140 feet of 15-inch concrete pipe; however, this design is contingent upon potholing utilities which is scheduled for May 4th and is subject to revision or reduction in scope. Olsson has provided a draft cost estimate of approximately \$45,000, and at this time, Staff recommends adding a contingency of \$15,000 to address any design changes due to utilities and subject to final costs from Superior Bowen.

Related Statute/City Ordinance:	
Line Item Code/Description:	Storm Drain Repair 22-61-211-04
Available Budget:	\$350,000

City of Mission	Item Number:	4.
ACTION ITEM SUMMARY	Date:	May 6, 2020
Public Works	From:	Celia Duran

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

In order to prevent delays to the Lamar resurfacing and rehabilitation project, Staff requests the City Council authorize the City Administrator to approve a change order in an amount not to exceed \$60,000 with Superior Bowen to complete this work assuming the costs are reasonable for the scope of work to be performed. There are sufficient funds in the Stormwater Utility Fund to pay for this work.

CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	
Line Item Code/Description:	Storm Drain Repair 22-61-211-04
Available Budget:	\$350,000

City of Mission	Item Number:	5.
ACTION ITEM SUMMARY	Date:	May 6, 2020
PARKS & RECREATION	From:	Penn Almoney

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

RE: Indoor Pool Deck Repair and Resurfacing

RECOMMENDATION: Approve a contract with Blast It Clean for overlay removal and repair in an amount not to exceed \$33,788.09 and a contract with Hardscape to repair and resurface the indoor pool deck in an amount not to exceed \$50,433.75.

DETAILS: The Community Center’s indoor pool deck is periodically resurfaced as part of ongoing facility upkeep and maintenance. A pool deck surface can generally be expected to have an anticipated useful life of approximately 5-10 years depending on wear patterns. The deck was last resurfaced in 2012, and was programmed for replacement in the 2020 Parks and Recreation Capital Improvement Program (CIP). Funds were budgeted in the amount of \$40,000 based on the costs of previous deck surface replacement.

There have been several noticeable rust stains on the pool deck for the last two years. The rust stains typically coincided with higher traffic areas along a straight line. In preparing to bid and manage the resurfacing project for 2020, staff reached out to a pool concrete specialist to evaluate the situation and determine the cause of the rust stains. The potential worst case scenario was the stains were the result of a rupture in the underlying drainage and/or circulation plumbing system, contaminating the rebar within the concrete. The best case scenario was a crack in the overlay that allowed water to infiltrate and oxidize the rebar.

In March 2020, Blast it Clean was contracted to remove the existing surfacing/overlay in test areas to allow a concrete specialist to determine the cause of the oxidation. This evaluation determined the rust was caused by the existing surfacing material holding water underneath that was oxidizing metal joint fillers. While this was anticipated to increase project costs, it was not going to require complete removal and replacement of the concrete pool deck.

Following the testing/evaluation, staff solicited proposals/quotes for the project in two components: 1) overlay removal; and 2) resurfacing. A total of four bids were received, and those bids are highlighted in the table below. Only one contractor (Mid-America Pool Renovation) submitted a bid for both project components. Staff is recommending that the project be awarded to two contractors: Blast it Clean for the overlay removal (\$33,788.09) and Hardscape for the resurfacing (\$50,433.75) for a total not to exceed \$84,211.84.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$88,000

City of Mission	Item Number:	5.
ACTION ITEM SUMMARY	Date:	May 6, 2020
PARKS & RECREATION	From:	Penn Almoney

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

Contractor	Total
Blast It Clean (overlay removal only) (BIC)	\$33,788.09
Hardscape (resurfacing only)	\$50,433.75
Mid-America Pool Renovation (overlay and resurfacing) (MPR)	\$76,890.00
Speakman Coatings & Floor (resurfacing only)	\$58,966.49

Although the combined total for Blast it Clean (BIC) and Hardscape is more expensive, the MPR bid did not include a guarantee for tile repair/replacement, concrete chip replacement or dust clean-up from the HVAC system. MPR's project timeline was 3 weeks, required the pool to be emptied and did not include removing the metal from the concrete expansion joints (the source of the rust/oxidation).

BIC has extensive experience working both small and large scale projects, and has staff available to complete the project in two weeks. BIC has one of two hydro-blasting machines in the region which significantly reduces labor hours. Their price also guarantees the product for two years, includes facility fixture-saving precautions and includes expansion joint repairs. BIC has a wrap around protective sheathing system that means the pool does not need to be drained.

The pool deck project is over budget based on the conditions identified above, but staff has reduced the cost of other projects budgeted in the 2020 Parks & Recreation CIP to cover the overage. Those include:

Project	Budget	Actual Costs	Savings
MFAC Repair/Painting	\$52,000	\$16,000	\$36,000
MFAC Lap Lane Replacement	\$12,000	\$0	\$12,000
Total Savings Available			\$48,000

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$88,000

City of Mission	Item Number:	5.
ACTION ITEM SUMMARY	Date:	May 6, 2020
PARKS & RECREATION	From:	Penn Almoney

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

Originally, the project was slated to be completed during the facility closure in late August. However, due to the restrictions currently in place for pool operations as a result of the COVID-19 pandemic, staff recommends moving forward with the project now so that there is the potential to make the pool available later in the summer/fall.

CFAA CONSIDERATIONS/IMPACTS: 4-A This work will help ensure the Community Center patrons of all ages and abilities will be able to enjoy the indoor pool for many years to come.



Deteriorating pool deck overlay material



Oxidation through decking material; hydro-blasting overlay removal test area

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$88,000

City of Mission	Item Number:	5.
ACTION ITEM SUMMARY	Date:	May 6, 2020
PARKS & RECREATION	From:	Penn Almoney

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



Current concrete joint with metal oxidizing; original concrete joint void former

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$88,000

General Take off from walk through Mission Project

Item	notes	Quantity	cost	Total
metal joint cuts partial depth	Cut away visible exposed metal in joint use angle cut method to remove metal to 1" below the surface. Blow out joint cut upon completion of cut	1750'	\$3.00per ft	\$5,250.00
option to cut full joint up to 4"	Metal depth unknown- if 4" cut required additional cut time to go full depth up to 4" x 1/4" width.	1750'	\$2.00 per ft	\$3,500.00
caulk control joints	fill joint, tool flat, materials options np1/ soudal TBD	1750'	\$3.50 per ft	\$6,125.00
straight edge cut/ pool perimeter	Cut straight line at tile edge for purpose of hand chipping guide for removal of asphalt coating. 1.5" max depth	325'	\$7.20 per ft	\$2,340.00
caulk pool perimeter joint	Fill joint tool flat- prep for coating	325'	\$3.75 per ft	\$1,218.75
Primer Coat #1 decking	Master Seal Primer 658-see product details sheet	4000	\$2.25per ft	\$9,000.00
Primer Coat #2 decking	Master Seal Primer 658-see product details sheet	4000	\$1.75 per ft	\$7,000.00
Master Seal Coat #1	Master Seal Coating 658-see product details sheet	4000	\$2.50 per ft	\$10,000.00
Master Seal Coat #2	Master Seal Coating 658-see product details sheet	4000	\$1.50 per ft	\$6,000.00
Totals				\$50,433.75
	Hardscape Will provide formal bid upon product approval			



Proposal
Envirolitics D.B.A. Blast It Clean
7800 E 12th St. Suite 7 Kansas City, MO. 64126
P: 816-241-9199 F: 913-440-2753

SUBMITTED TO Penn Almoney	PHONE 9136768300	CELL PHONE 913-722-8210	DATE 2020-04-03
CUSTOMER MISSION, CITY OF	COMPANY ADDRESS 6090 Woodson Road Mission KS 66202		E-MAIL ADDRESS palmoney@missionks.org
JOB CONTACT PERSON Penn Almoney	JOB SITE ADDRESS 6200 Martway St, Mission, KS 66202		JOB NAME MISSION, CITY OF - Blasting Patio Around Indoor Pool

Envirolitics, Inc., DBA Blast-It-Clean, hereafter referred to as Blast-it-Clean, is pleased to present the following proposal. Customer is advised not to enter into this agreement without an understanding of the scheduling, instructions and conditions within this proposal and Notices to Owner.

Object and Area to be Cleaned/Stripped:

The Scope of this project is
Blast It Clean will mobilize and set up at 6200 Martway St, Mission KS 66202.

Blast It Clean will set up containment to protect objects on the worksite. These will include the walls, windows, tile, slide including metal supports, coping/tile around the pool, and covering the drains.

Note: Blast It Clean will leave a 6-inch circumference around each drain to be hand and tool cleaned by grinder, or scraper. This is intended to prevent damage to the metal housings that the drains set in.

Blast It Clean will Hydro Blast to remove asphalt coating bring the surface back down to natural state.

Blast It Clean will complete a detailed clean-up of the project work site sweeping up debris and waste. This includes taking down all containment and tape.

Blast It Clean will complete a final power wash of all areas to remove as much of debris as possible from walls, floors, ceilings. creating an area to turn over to the concrete repair team

Blast It Clean will dispose of waste offsite.

Blast It Clean will contact Penn Almoney when complete to ensure the project was competed to expectation.

The City of Mission will sign a completion of project acknowledgement form finalizing the process.

Material to be removed: 2 layers of paint and 2 layers of another coating
Coatings to be applied: None

Level of Cleaning Requested: 5.13 SSPC-SP13/NACE No.6, "Surface Preparation of Concrete"

Blast it clean will provide a thorough clean of site to include a final floor sweep and vacuum. Customer shall provide disposal containers for bulk media and materials removed, unless otherwise specified in Proposal. Customer responsible for final detail cleaning of blast site.

Final detail cleaning of blast site would include: maid cleaning, sweeping or final clean up of any and all loose dust particles that may settle after the project completed.

Lead Paint Test: NA
Special Safety Requirements/Training: Hydro Blasting/ Vapor Blasting

Containment Selection: Full Containment
Other obstacles or restrictions: Indoor Pool, Containment

Price includes up to:	Price
Hydro Blasting, Containment, Clean up, Power washing	\$32,598.09
Disposal	\$595.00 Per Dumpster Estimate 2 Dumpsters. \$1,190.00
Total:	\$33,788.09

Note: This proposal contains no provision for either Sales or Remodel Tax. Blast-It-Clean may withdraw this proposal if not accepted within 30 days, or if any terms of this proposal are modified. Payment is expected within 21 days - balance due upon receipt of invoice. Late payments will accrue a 1.5% interest charge per month. Payment terms in place unless modified with signature of a Subcontractor's Agreement. By signing this form, you hereby authorize Blast-It-Clean to begin work stated and accept all price, contract specifications and conditions stated herein

Customer Signature By: _____
(Print Name & Title here)

Date of Acceptance: _____

Representative: _____
(Print Name & Title here)

Date of Proposal: _____

Envirologics, Inc. (dba) Blast-It-Clean

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

Scheduling, Instructions, and conditions:

- Customer represents this project does not involve any hazardous materials or special safety requirements.
- The customers' **daily inspection and communication** is essential. As the project progresses changes can occur in the material being removed or its adhesion to the sub-straight. Significant changes may alter the cost of the project.
- **A planning session** with appropriate personnel will occur prior to job start to discuss safety standards, facility requirements, masking requirements, and equipment placement requirements.
- **Eye and Hearing protection** will be required for anyone near the work area while cleaning is in progress. Customer will be responsible for the safety of anyone entering the work area other than Blast it Clean personnel.
- In the event of a **job cancellation or termination**, Customer will pay all direct costs incurred.
- **Dry Ice container(s)**, if on site, must not be opened by anyone other than Blast it Clean personnel.
- **Properly cleaned.** Blast it Clean will produce a "Properly cleaned surface", as described herein. Unless otherwise specified the surface described shall be cleaned on a time and material basis. All contractual work is job and item specific. In no case shall Blast it Clean be responsible for "Damage Caused By Others" or "Latent Damage or Defects" as described in the Definitions and Standards section of this proposal.
- **Damage** caused by others and latent damage will be re-cleaned by Blast it Clean to the level directed by the Customer on a time & material basis.
- **Job Site Inspection.** The Customer will have one designated person, on the jobsite, as the point of contact throughout the project (job contact person). This person will have authority and responsibility to make final judgments and determinations on the project and will make periodic work inspections. If the job contact person does not give written instructions or fails to make decisions or periodic inspections, the parties agree that Blast it Clean is hereby authorized to make said decisions and inspections, including but not limited to time and cost extensions.
- **Level of Clean-ability.** Materials and coatings can and will vary as to the adhesion and clean-ability. The price is based upon limited information and assumptions that coating thickness and types will not vary significantly. Blast it Clean will, if requested by customer, set-up and clean a sample section. If the process does not remove materials to Customer's satisfaction, the job may be terminated without incurring additional charges. The job is not expected to vary significantly from this estimate. However, should and extension of time, personnel, equipment or supplies be required, the job contact person will be authorized by the Customer to approve additional costs incurred. Blast it Clean will not be held accountable for strikes, accidents, acts of nature or any other delays beyond its means to control.
- **Mediation:** All claims, disputes and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Proposal, including but not limited to breach thereof, shall be referred to mediation before, and as a condition precedent to the initiation of any adjudicative action or proceeding, including arbitration. All mediation, arbitration or legal actions shall be held in Johnson County, Kansas, except as otherwise agreed by the parties.

Definitions and Standards:

Media - The material that is blasted or propelled through equipment to produce the cleaning or stripping process.

Containment – Sealing or partially sealing an area in an attempt to keep materials from escaping the work area.

Envelope – The unit that surrounds the work area and becomes the containment.

Negative Airflow – The process of evacuating air from a space while restricting the air inlets into the space whereby creating resulting in a negative air pressure within the space.

Properly Cleaned Surface – A blasted surface that is uniform in appearance and texture, and complete in terms of areas specified for cleaning. In order to determine whether a surface is properly cleaned, it shall be examined without magnification at a distance of 36 inches or 3 feet.

Damage – Abuse or injury to a surface that would blemish its appearance or impair its usefulness or value.

Damage Caused By Others – Damage caused by individuals other than those employed by Blast-it-Clean.

Latent Damage or Defects – Damage to surfaces beyond the control of Blast-it-Clean. This damage is caused by conditions not apparent at the time of initial cleaning.

Customer Initials. **Damage Waiver:** Blast It Clean works to prevent damage to surfaces that are blast cleaned. When dealing with thin metals and delicate surfaces there is a risk of damage. Blast It Clean shall not be responsible for damage resulting from abrasive blasting. Customer is allowed and encouraged to be present during cleaning/stripping process to direct and approve desired results.

Containment Selection:

- *No Containment.*
- *Open Containment* - The direct area in which the cleaning is being done either has a floor type surface that will accumulate the spent media and stripped material or a tarp will be placed on the ground to capture settled materials.
- *Closed Containment* - The area that is being cleaned is enclosed in an attempt to seal the work area. This method will have minimal leakage.
- *Closed Containment With Negative Air Flow Control* - Under this methodology the area is sealed and a negative airflow pressure is created to evacuate dust and media from the work space while the blasting process is underway.
- *Closed Containment x 2 With Negative Airflow Control* - With this method the work area is contained with two separate envelopes. Inside the first envelope a negative pressured airflow system is utilized to control the media and dust flow. An outer containment system then wraps the first envelope of containment with a second envelope. Under this system the airflow containment system is located inside the second envelope. If a malfunction of the filtration system in the first envelope occurs, the second envelope should contain much of the dust and material.
- *Portable Open Air Containment* . This system places a large movable vacuum funnel under the blasting area. Though this system does not capture all of the dust and media, it will eliminate much of the area dusting that takes place with no containment.

The Society for Protective Coatings (SSPC)

Surface Preparation Standards

- 5.1 SSPC-SP1, "Solvent Cleaning" – Removal of all detrimental foreign matter such as oil, grease, dirt, soil, salts, drawing and cutting compounds, and other contaminants from steel surfaces by use of solvents, emulsions, cleaning compounds, steam or other similar materials and methods which involve a solvent or cleaning action
- 5.5 SSPC-SP5/NACE No.1,"White Metal Blast Cleaning" – Removal of all mill scale, rust, rust scale, paint or foreign matter by the use of abrasives propelled through nozzles or by centrifugal wheels. A White Metal Blast Cleaned Surface Finish is defined as a surface with a gray-white, uniform metallic color, slightly roughened to form a suitable anchor pattern for coatings. The surface, when viewed without magnification, shall be free of all oil, grease, dirt, visible mill scale, rust, corrosion products, oxides, paint, or any other foreign matter.
- 5.6 SSPC-SP6/NACE No.3, "Commercial Blast Cleaning" – Removal of mill scale, rust, rust scale, paint or foreign matter by the use of abrasives propelled through nozzles or by centrifugal wheels, to the degree specified. A Commercial Blast Cleaned Finish is defined as one from which all oil, grease, dirt, rust scale and foreign matter have been completely removed from the surface and all rust, mill scale and old paint have been completely removed except for slight shadows, streaks, or discoloration caused by rust stain, mill scale oxides or slight, tight residues of paint or coating that may remain; if the surface is pitted, slight residues of rust or paint may be found in the bottom of pits; at least two-thirds of each square inch of surface area shall be free of all visible residues and the remainder shall be limited to the light discoloration, slight staining or tight residues mentioned above.
- 5.7 SSPC-SP7/NACE No.4, "Brush Off Blast Cleaning" – Removal of loose mill scale, loose rust, and loose paint, to the degree hereafter specified, by the impact of abrasives propelled through nozzles or by centrifugal wheels. It is not intended that the surface shall be free of all mill scale, rust, and paint. The remaining mill scale, rust, and paint should be tight and the surface should be sufficiently abraded to provide good adhesion and bonding of paint. A Brush-Off Blast Cleaned Surface Finish is defined as one from which all oil, grease, dirt, rust scale, loose mill scale, loose rust and loose paint or coatings are removed completely but tight mill scale and tightly adhered rust, paint and coatings are permitted to remain provided that all mill scale and rust have been exposed to the abrasive blast pattern sufficiently to expose numerous flecks of the underlying metal fairly uniformly distributed over the entire surface.
- 5.10 SSPC-SP10/NACE No.2, "Near-White Blast Cleaning" – Removal of nearly all mill scale, rust, rust scale, paint, or foreign matter by the use of abrasives propelled through nozzles or by centrifugal wheels, to the degree hereafter specified. A Near-White Blast Cleaned Surface Finish is defined as one from which all oil, grease, dirt, mill scale, rust, corrosion products, oxides, paint or other foreign matter have been completely removed from the surface except for very light shadows, very slight streaks or slight discoloration's caused by rust stain, mill scale oxide, or light, tight, residues of paint or coating that may remain. At least 95 percent of each square inch of surface area shall be free of all visible residues, and the remainder shall be limited to the light discoloration mentioned above.
- 5.11 SSPC-SP11, "Power tool Cleaning to Bare Metal" – Metallic surfaces which are prepared according to this specification, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust mill scale, rust, paint, oxide, corrosion products and other foreign matter. Slight residues of rust and paint may be left in the lower portion of pits if the original surface is pitted. When painting is specified, the surface shall be roughened to a degree suitable for the specified paint system. The surface profile shall not be less than 1 mil (25 microns)
- 5.13 SSPC-SP13/NACE No.6, "Surface Preparation of Concrete" – An acceptable prepared concrete surface should be free of contaminants, laitance, loosely adhering concrete, and dust, and should provide a dry, sound, uniform substrate suitable for the application of protective coating or lining systems. Depending upon the desired finish and system, a block filler may be required.
- 5.14 SSPC-SP14/NACE No.8, "Industrial Blast Cleaning" – Uses abrasives propelled through nozzles or by centrifugal wheels to remove mill scale, rust, paint, and other foreign matter. Traces of tightly adherent rust, mill scale, or previously applied paint may remain on 10% of each 3-in x 3-in surface areas. Cleaned surface must be roughened to impart a profile suitable for the coating system.
- 5.15 Dry Ice Cleaning Process, This process utilizes custom dry ice blasting equipment in conjunction with specially formulated high density dry ice pellets to perform the cleaning. This equipment is able to achieve various levels of cleaning that are project specific. A test section will be cleaned upon arrival to the job site. The customer or customers representative must be on site at the beginning of the project to review and sign off that the level of cleaning we are able to achieve meets or exceeds the parameters of the project.
- 5.16 Fire Restoration Process, This process utilizes either Baking Soda Cleaning , corn Cob Cleaning or Dry Ice Cleaning to remove the soot and chare residue from the fire. We utilize the "White Rag Test" to verify that we have achieved the desired level of cleaning. If the rag can be rubbed across the cleaned surface and no discoloration is on the rag, the surface is deemed clean. There are some times when the fire is hot enough that it permanently discolors the wood or underlying surface. In these cases we are able to remove all of the soot and char, but the surface may still appear darker than the surrounding areas.
- 5.17 Graffiti Removal, There are several different applications that can be used for the removal of graffiti. When dealing with concrete, brick, stone and other similar surfaces either baking soda removal or chemical removal is the methods to be utilized. When removing graffiti from painted metal surfaces or glass the chemical removal option is the recommended method.
- 5.18 Pressure Washing, In this application pressure washing equipment will be utilized to achieve the desired surface finish. This equipment is able to achieve various levels of cleaning that are project specific. A test section will be cleaned upon arrival to the job site. The customer or customers representative must be on site at the beginning of the project to review and sign off that the level of cleaning we are able to achieve meets or exceeds the parameters of the project.
- 5.19 Baking Soda Cleaning, This process utilizes custom baking soda blasting equipment in conjunction with specially formulated baking soda crystals to perform the cleaning. This equipment is able to achieve various levels of cleaning that are project specific. A test section will be

cleaned upon arrival to the job site. The customer or customers representative must be on site at the beginning of the project to review and sign off that the level of cleaning we are able to achieve meets or exceeds the parameters of the project.

- 5.20 Torbo Blast Cleaning, This process utilizes the Torbo Blast wet abrasive blasting system. The Torbo Blaster is able to utilize any type of blast media that is heavier than water. This equipment is able to achieve various levels of cleaning that are project specific. A test section will be cleaned upon arrival to the job site. The customer or customers representative must be on site at the this time to review and sign off that the level of cleaning we are able to achieve meets or exceeds the parameters of the project.

City of Mission	Item Number:	6.
ACTION ITEM SUMMARY	Date:	May 6, 2020
PARKS & RECREATION	From:	Penn Almoney

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

RE: Exterior Wood Staining and Maintenance - Community Center

RECOMMENDATION: Approve a contract with Distinctive Quality Painting, LLC for exterior wood staining and maintenance at the Community Center in an amount not to exceed \$14,220.

DETAILS: The wood features in the southern breezeway and western pergola areas of the Community Center are unique characteristics that help keep it a beautiful and distinctive local attraction/landmark for members, rental groups, drop-in patrons, and visitors throughout the year. Deferred maintenance along with heat, rain, wind and UV rays have eroded the wood's natural beauty and necessitated restoring some damaged pieces. The exterior woodwork in these areas was last stained more than ten years ago. Manufacturer recommendations suggest exterior wood features and character elements be stained every two to three years, to protect them from heat, rain and wind exposure. This is especially important at the Community Center because of the southern and western orientation of these features.

This work was originally budgeted in the 2019 Parks & Recreation CIP and was not completed because of staff vacancies and other capital project priorities. Staff re-initiated the project in late 2019-early 2020 and contacted three firms for quotes/bids which are detailed in the table below:

Bidder	Total Bid
The Stain Pro	Unresponsive
Premier Painting Company, LLC (pergola only, not breezeway)	\$3,395
Distinctive Quality Painting, LLC	\$14,220

The Stain Pro declined to quote due to their current volume of work. Premier Painting Company submitted a bid for just the pergola wood damage removal, preparation, and staining. They indicated they lacked the experience and employees to confidently bid and complete the breezeway work. Therefore, staff is recommending a contract be awarded to Distinctive Quality Painting, LLC in an amount not to exceed \$14,220. The budget for this project is \$15,000.

CFAA CONSIDERATIONS/IMPACTS: 1-C The city designs and builds its public buildings to meet the needs of residents of all ages.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$15,000

City of Mission	Item Number:	6.
ACTION ITEM SUMMARY	Date:	May 6, 2020
PARKS & RECREATION	From:	Penn Almoney

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



Discolored and weathered pergola; cracks & damage to cross members



Southern breezeway damage; substantial woodwork preparation & staining

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$15,000

Distinctive Quality Painting, LLC
4820 NE Chouteau Drive
Kansas City, MO 64119
(816)935-3000
dqpainting@gmail.com
www.dqpainting.com



ESTIMATE

ADDRESS

City of Mission Kansas -
Community Center
6200 Martway
Mission, KS 66202

ESTIMATE # 1392

DATE 04/12/2019

ACTIVITY	QTY	RATE	AMOUNT
Paint Proposal for Cedar Bram and Pergola Stain Commercial Painting Prepare and stain cedar columns/beams and pergolas on south and west side. All labor, equipment, and materials considered.	1	14,220.00	14,220.00
All painting and processes executed according to PDCA standards.	TOTAL		\$14,220.00

Accepted By

Accepted Date

City of Mission	Item Number:	7.
ACTION ITEM SUMMARY	Date:	May 6, 2020
COMMUNITY DEVELOPMENT	From:	Rebecca Brown

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

RE: Nuisance Abatement Contracting Services 2020-2021

RECOMMENDATION: Designate Custom Tree Care, Inc. as the City's primary contractor for nuisance abatement services and Verhulst & Sons as the secondary contractor in situations where the primary contractor is unable to complete the work in a timely manner.

DETAILS: Nuisance abatement services are provided on an as-needed basis when property owners do not voluntarily bring properties into code compliance. Abatement services included in this bid apply to weeds and nuisance (grass/debris) abatement, debris removal, and tree trimming. Every two years the City renews its contracts for these services through a competitive bid process.

An invitation for bids was developed and issued in February, and three bids were received by the deadline. The City generally awards the bid to two contractors so that if one is not able to do the work in a timely manner, there is a back-up. In addition, some companies have larger equipment available (i.e. for tree removal) allowing them to react more quickly to service requests. Companies can also develop a familiarity with properties that require repeat visits and may have hidden hazards or unique issues. Engaging two contractors has proven advantageous to the City, resulting in savings because they are able to abate properties with fewer man-hours, additional equipment rental, or equipment damage.

The bid notice for the 2020-2021 abatement contract was published in The Legal Record newspaper, posted on the City's website and e-mailed to the City's current abatement contractors. The Invitation for Bids was structured to award a Primary Contractor (the low bid) and Secondary Contractor (the next lowest bid). The following bids were received:

	Custom Tree Care	Verhulst & Sons	Lawrence Pest Control Co
Weed/Grass Mowing	\$44/man hour	\$50/man hour	\$70/man hour
Nuisance/Debris Removal	\$44/man hour	\$50/man hour	\$70/man hour

Related Statute/City Ordinance:	Chapter 220; Section 220.070 (Nuisance) & 220.140 (Weeds).
Line Item Code/Description:	01-23-216-01 Nuisance Abatement
Available Budget:	\$5,000

City of Mission	Item Number:	7.
ACTION ITEM SUMMARY	Date:	May 6, 2020
COMMUNITY DEVELOPMENT	From:	Rebecca Brown

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

Both Custom Tree Care and Verhulst & Sons were under contract with the City in 2019 and have performed in a satisfactory manner. Verhulst & Sons has held contracts with the City for more than ten years. With the renewal proposals, Custom Tree Care's bid increased \$4.25 per man hour, while Verhulst & Sons increased \$5 per man hour for weed/grass mowing.

Staff recommends award of the bid to Custom Care Tree Care as the Primary Contractor and to Verhulst & Sons as the Secondary Contractor at the hourly rates outlined above. A copy of the "Minimum Bidding Requirements," and the actual bids received are included in the packet.

In 2019, Neighborhood Services issued 31 abatement work orders. Costs for these services, including an administrative fee, are invoiced directly to the property owner. If not paid, the City assesses the costs back to the property through Johnson County Records and Tax Administration (on the tax bill).

CFAA CONSIDERATIONS/IMPACTS: Proactive code enforcement and abatement services demonstrates a commitment to a minimum standard of property maintenance that contributes to safe and attractive neighborhoods throughout the city.

Related Statute/City Ordinance:	Chapter 220; Section 220.070 (Nuisance) & 220.140 (Weeds).
Line Item Code/Description:	01-23-216-01 Nuisance Abatement
Available Budget:	\$5,000

Unofficial Bids for Abatement Services for the City of Mission, Kansas

April 21, 2020

Bids are valid for 30 days

1. Unit cost of Weed Abatement (to include mowing and trimming as defined in the additional paperwork under “Specific Responsibilities for Mowing)	Custom Tree Care, Inc	Verhulst & Sons	Lawrence Pest Control Co
a. Residential and Commercial properties utilizing push mower or riding mower	\$44/man hour	\$50/man hour	\$70/man hour
b. Residential and Commercial properties utilizing larger equipment such as a brush-hog	\$74/man hour	\$50/man hour	\$75/man hour
2. Unit cost of general nuisance abatement (to include removal and off-site disposal of trash and debris as defined in the additional paperwork under “Specific Responsibilities for Nuisance Abatement)	\$44/man hour	\$50/man hour	\$70/man hour
3. Unit cost of dump fees associated with removal of trash and debris	\$9/cubic yard	\$70 minimum, \$70/ton	\$75 access, \$70/load
4. Unit cost to provide tree inspection services when requested	\$74/man hour	N/A	\$75/man hour
5. Unit cost to remove and haul off tree debris as defined in the additional paperwork under “Specific Responsibilities for Tree Removal”	\$54/man hour	\$50/man hour	\$75/man hour
6. Unit cost to secure a property as defined in the additional paperwork under “Specific Responsibilities for Securing Property”	\$44/man hour	\$50/man hour plus materials	\$70/ man hour
7. Unit cost to remove graffiti as defined in the additional paperwork under “Specific Responsibilities for graffiti removal”	\$44/man hour	\$50/man hour	\$70/man hour
Rebecca Brown- rbrown@missionks.org 913-676-8390			



COMMUNITY DEVELOPMENT DEPARTMENT

REQUEST FOR BIDS

**PROJECT TITLE: CONTRACT FOR NUISANCE AND
WEED ABATEMENTS IN THE CITY OF MISSION, KS**

March 2020

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INVITATION TO BID

Project Title: CONTRACT FOR NUISANCE AND WEED ABATEMENT SERVICES FOR THE CITY OF MISSION, KS

The City Clerk of Mission, Kansas will receive Price Submittals by email or postal mail for a Contract For Nuisance and Weed Abatement Services for the City of Mission, KS, until **2:00 PM (Prevailing Local Time) on Friday, April 3, 2020** at Mission City Hall, Office of the City Clerk at 6090 Woodson Road, Mission, Kansas, at which time bidding shall be closed. Price Submittals will be opened after that time at Mission City Hall, 6090 Woodson Road, Mission, Kansas 66202. All Price Submittals will be reviewed and added to a bid-tab sheet that will be emailed to all applicants. E-mail submittals will be accepted by the City of Mission.

The proposed work includes a one (1) year contract for the abatement of nuisance, weed, and tree nuisance violations in Mission Kansas, in locations and quantities yet to be determined.

Contractors desiring to view or download a set of the contract documents may go to www.missionks.org.

The City of Mission Kansas reserves the right to reject any or all bids.

Contacts for the Project

City of Mission

Project Manager: Rebecca Brown

Phone Number: (913) 676-8390

E-mail: rbrown@missionks.org

INSTRUCTIONS TO BIDDERS

1. The City intends to award a one (1) year contract, with an option to renew for two (2) additional one (1) year periods, for the abatement of nuisance, weed and tree nuisance violations on residential/commercial properties in Mission, Kansas in locations and quantities yet to be determined, based on unit prices.

From time to time, the City requires the services of an abatement contractor to remove trash and debris, mow grass and weeds that are above 8 inches, remove dangerous limbs and/or trees, provide the professional opinion of a Certified Arborist for tree nuisances, and abate all other items deemed a violation under the City's nuisance code and hearing process. The City will solicit and enter into a contract with one or more "standing" abatement contractors, which will provide the services on an as-needed basis during the one (1) year contract term.

2. Terms used in these Instructions to Bidders shall have the meanings assigned to them in the General Clauses.

3. Each Bidder shall be acquainted with all conditions pertaining to the proposed Work. Any prospective Bidder in doubt as to the meaning of any part of the Contract Documents may submit to the Project Manager a written request for an interpretation. The person submitting such request shall be responsible for its prompt delivery. Official interpretation, modification, or revision of the Contract Documents will be made only by addendum duly issued and mailed or delivered to each party having a set of Contract Documents. The Project Manager assumes no liability for any other explanations or interpretations of the documents.

4. Bids shall be based on materials and equipment fully complying with the Drawings and Specifications. The Contractor shall be responsible, under the Contract Price, for furnishing and installing materials and equipment conforming to the stipulated requirements, even though the Contractor's Bid may identify other kinds or types of materials and equipment.

5. No Bidder shall be interested in more than one Bid. Submission of more than one Bid by any firm or individual under different names, or collusion among Bidders, shall be cause for rejection of all such Bids without consideration.

6. The attached Bid form shall be filled out in full. Bids for less than all the Work will not be considered, unless the Work is expressly divided into two or more parts, in which case each part covered by the Bid shall be filled out in full. Extensions and totals submitted in the Bid will be subject to audit and verification. Each Bid shall include the Bidder's name, exact post office address, and the names and addresses of all persons and parties participating in the Bid. Any person signing as an agent shall submit evidence of his or her authority determined acceptable by the City.

7. The unit price for each of the items in the Bid of each Bidder shall include its prorated share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total Bid. Any Bid not conforming to this requirement will be rejected.

8. The City reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if the City believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. The City also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate Contract terms with the responsive Bidder(s) to whom the City makes an award. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

9. The City is exempt from Kansas sales tax on materials and equipment to be incorporated into the Work. Consequently, sales tax shall not be included in the Contract Price.

10. All Bids will remain subject to acceptance for thirty (30) days after the day of the Bid opening, but the City may, in its sole discretion, release any Bid security prior to that date.

11. All Bids shall be made and received with the express understanding that the Bidder accepts the terms and conditions set forth in these instructions and the other Contract Documents.

12. Before award of the Contract, the successful Bidder(s) will be required to satisfy the City as to the Bidder's experience and competence to perform the services, the Bidder's integrity and reliability in carrying out the provisions of its performance bond, and the Bidder's resources for the vigorous prosecution of the Work.

13. At the time of Bid submission, each Bidder must::

- a. Be currently licensed as a certified arborist if bidding to provide tree inspections and tree nuisance abatements.

14. All Bids must be regular in every respect and no interlineations, excisions, additions, deletions, alterations or special conditions shall be made on or included with the Bid form. If the Work is divided into two or more parts, the Bidder shall not tie the bids for the various parts of the Work together in any manner. Any Bid not conforming to these requirements will be rejected.

15. No Bid will be accepted from any person or firm who is in arrears to the City of Mission, Kansas upon debt of contract, who is in default as surety or otherwise upon any obligation to the City, or who has failed in previous contracts to comply with the requirements of the specifications and to fulfill its contracts.

16. Questions regarding these Instructions to Bidders or the other Contract Documents shall be submitted in writing to the Project Manager no later than seven (7) days prior to the

opening of Bids. The Project Manager shall respond in writing, via email or facsimile, to all plan holders in an expeditious manner, and no later than three (3) days prior to the opening of Bids.

All questions concerning this project during the bidding process shall be forwarded to the Project Manager(s) listed below.

Rebecca Brown, Neighborhood Services Officer
City of Mission
6090 Woodson Road
Mission, Kansas 66202
Telephone Number: 913-676-8390
E-mail: rbrown@missionks.org

BID FORM

Project Name: Contract For Nuisance and Weed Abatements in the City of Mission, KS

1. Proposal to Enter into Contract. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the City to perform all Work as specified or indicated in the proposed Contract Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the proposed Contract Documents.

2. Bidder’s Acknowledgments. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request by the City. Bidder will sign and deliver the required number of counterparts of the Contract with the other required documents, within ten (10) days after the date of the City’s notification of award.

3. Bidder’s Representations. In submitting this Bid, Bidder represents that:

- a. Bidder certifies that (1) it is currently licensed as a certified arborist if bidding to provide tree inspections and tree nuisance abatements

Bidder has carefully reviewed the proposed Contract Documents, and the following addenda, receipt of which is hereby acknowledged:

- 1. _____
- 2. _____
- 3. _____

- b. Bidder understands and agrees that in signing this Bid, Bidder waives all right to plead any misunderstanding regarding the Contract Documents or the above-referenced addenda.
- c. Bidder has become familiar with and is satisfied as to the general and local conditions that may affect cost, progress, and performance of the Work.

- d. Bidder has given Project Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the proposed Contract Documents, and the Project Manager’s written explanation is acceptable to Bidder.

4. Bid Term and Price. For a Contract term of one (1) year, with an option to renew for two (2) additional one (1) year periods, the Bidder will complete the Work on each residential or commercial property as defined in the work order issued by the Building Official or his/her designee within 72 hours of the issuance of the work order unless prohibited by weather or other unforeseen circumstances and a new timeline established in writing by the Building Official or his/her designee, all as specified in this Bid and in accordance with the Contract Documents, for the following prices:

1. Unit cost of Weed Abatement (to include mowing and trimming as defined in the additional paperwork under “Specific Responsibilities for Mowing)	
a. Residential and Commercial properties utilizing push mower or riding mower	
i. \$	Per man hour

b. Residential and Commercial properties utilizing larger equipment such as a brush-hog	
i. \$	Per man hour
2. Unit cost of general nuisance abatement (to include removal and off-site disposal of trash and debris as defined in the additional paperwork under “Specific Responsibilities for Nuisance Abatement)	
i. \$	Per man hour
3. Unit cost of dump fees associated with removal of trash and debris	
a. Fee charged by dump site for access	
i. \$	
b. Fee charged by dump site per load	
i. \$	Define how dump site charges (by weight, load, etc.)
4. Unit cost to provide tree inspection services when requested	
a. \$	Per man hour
*If not qualified to bid for this service, write “N/A”	
5. Unit cost to remove and haul off tree debris as defined in the additional paperwork under “Specific Responsibilities for Tree Removal”	
a. \$	Per man hour
* If not qualified to bid for this service, write “N/A”	
6. Unit cost to secure a property as defined in the additional paperwork under “Specific Responsibilities for Securing Property”	
a. \$	Per man hour
7. Unit cost to remove graffiti as defined in the additional paperwork under “Specific Responsibilities for graffiti removal”	
a. \$	Per man hour

5. No Quantities Guaranteed; Non-exclusive Contract. Bidder acknowledges and agrees that the City makes no representations or warranties regarding the quantity of Work to be performed or the number of work orders issued in a one (1) year timeframe under the Contract. The successful Contractor will perform services for the City, from time to time, on an as-needed basis following the City’s issuance of a Work Order. Bidder further acknowledges and agrees that the Contract, if awarded, will be non-exclusive.

6. Time of Completion. Bidder agrees that all Work on each property will be completed in accordance with the Contract Documents within SEVENTY-TWO (72) hours after issuance of the Work Order from the Building Official or his/her designee, unless a written extension is granted from the Building Official or his/her designee due to extreme weather or other unforeseen circumstances. Bidder also agrees that all bills or requests for payment will be submitted to the City within one (1) week of completion of the work order.

7. Definitions. Terms used in this Bid shall have the meanings assigned to them in the General Clauses included with the proposed Contract Documents.

NAME OF BIDDER: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

BY: _____

TITLE: _____

DATE SUBMITTED: _____

CONTRACT BETWEEN THE CITY OF MISSION, KANSAS
and
“Contractor’s name”
for
DEMOLITION OF DANGEROUS RESIDENTIAL/COMMERCIAL STRUCTURES

This Contract is entered into _____, _____, 2020 by and between the City of Mission, Kansas, (the “City”) and “Name of contractor”, an Abatement Contractor (the “Contractor”).

Recitals

A. The City desires to contract for the abatement of nuisance, weed and tree nuisance violations on residential/commercial properties in Mission, Kansas, on an as-needed basis for a term of one (1) year with an option for two (2) additional one (1) year periods (the “Project”) in compliance with federal, state, and local regulations.

B. The Contractor has the requisite qualifications and experience to construct the Project for the City and desires to perform those services pursuant to the terms of this Contract.

The parties, in consideration of the mutual promises set forth in this Contract, agree and covenant:

1. Definitions. Except as otherwise provided herein, capitalized words used in this Contract shall have the meanings indicated in the General Clauses.

2. Contract Documents. This Contract, together with the following documents and any Change Orders issued after execution of this Contract, shall comprise the “Contract Documents” for the Project:

- Request for Bids
- Instruction to Bidders
- Bid Form
- Specific Responsibilities
- General Clauses
- Work Order (to be issued)

There are no Contract Documents other than those above listed.

3. Responsibilities and Representations of the Parties.

3.1. **Responsibilities.** The parties agree to perform the responsibilities outlined in the Contract Documents.

3.2. **Representations.** In order to induce the City to enter into this Contract, the Contractor represents that it has: (a) examined and carefully studied the Contract Documents and the other related data identified in the Contract Documents; and (b) become aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

4. Schedule, Work Time and Completion Times.

4.1. **Time is of the Essence.** All of the time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of this Contract.

4.2. **Work time.** Work shall be performed between the hours of 7 a.m. to 7 p.m. Monday through Saturday, and 8 a.m. to 7p.m. on Sunday in accordance with the City’s noise ordinance. If work is to be done during this time period, such will be approved by the City prior to the work occurring.

4.3 **Completion Times.** The Work will be substantially completed and completed and ready for final payment in accordance with the General Clauses, within the time(s) specified in the Contractor's Bid for each property that is the subject of a Work Order issued by the Building Official or his/her designee to the Contractor hereunder.

4.4 **Delays.** If the contractor is ordered off the property, or denied access to the property by the property owner or occupant, the contractor should immediately remove any equipment and leave the property and promptly notify the City. If the work specified in the work order has already been completed when the contractor arrives on site, the contractor should leave the property and promptly notify the City. The contractor will be entitled to one (1) hour of compensation at the Contract Price in accordance with the type of work that was scheduled to be performed.

5. **Payment.** The City shall pay the sum or sums due the Contractor, at stated intervals and in the amounts certified by the City Administrator, or his/her designated representative, in accordance with the Contractor's Bid. Notwithstanding anything to the contrary contained in the Contract Documents, the City shall pay the Contractor within thirty (30) days after the Contractor's full, complete, timely and faithful performance of the work required by this Agreement for each property that is the subject of a Work Order issued by the Building Official or his/her designee.

6. **Insurance Requirements.**

6.1. **Types and Amount of Coverage.** The Contractor agrees to obtain insurance coverage as specified in the General Clauses, and shall not make any material modification or change from these specifications without the prior approval of the City. If the Contractor subcontracts any of its obligations under this Contract, the Contractor shall require each such subcontractor to obtain insurance coverage as specified in the General Clauses. Failure of the Contractor or its subcontractors to comply with these requirements shall not be construed as a waiver of these requirements or provisions and shall not relieve the Contractor of liability.

6.2. **Rating.** All insurance policies shall be issued by insurance companies rated no less than B+V or better in the most recent "A.M. Bests" insurance guide, and are licensed and approved by the State of Kansas. Except as otherwise specified in the General Clauses, all such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved.

6.3. **Certificate of Insurance.** The parties acknowledge that the Contractor has provided the City with a certificate of insurance listing the City as the Certificate Holder and evidencing compliance with the insurance requirements in this Contract. The City reserves the right to require complete certified copies of all insurance policies procured by the Contractor pursuant to this Contract, including any and all endorsements affecting the coverage required hereunder.

7. **Injury to Persons or Damage to Property.** The Contractor acknowledges responsibility for any injury to person(s) or damage to property caused by its employees or agents in the performance of its duties under this Contract and shall immediately notify the City Administrator's Office at (913) 676-8350 in the event of such injury to person(s) or damage to property.

8. **Indemnification.** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees and court costs) attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, to the extent that such claims, damages, losses, and expenses relate to, arise out of, or are alleged to have resulted from the wrongful acts, errors, mistakes, omissions, or defective work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract.

9. **Non-Assignable.** Due to the unique qualifications and capabilities of the Contractor, neither the rights nor responsibilities provided for under this Contract shall be assignable by either party, either in whole or in part.

10. **Notices.** All notices required or permitted to be given pursuant to this Contract shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized,

prepaid, commercial courier or overnight air courier service. Notice shall be considered given when received on the date appearing on the return receipt, but if the receipt is not returned within five (5) days, then three (3) days after mailed, if sent by registered or certified mail or commercial courier service; or the next business day, if sent by overnight air courier service. Notices shall be addressed as appears below for each party, provided that if any party gives notice of a change of name or address, notices to the giver of that notice shall thereafter be given as demanded in that notice.

CITY: City of Mission
Attn: Rebecca Brown, Neighborhood Services Officer
6090 Woodson Road
Mission, Kansas 66202

CONTRACTOR: _____

11. Retention and Inspection of Records. The Contractor shall maintain complete, accurate, and clearly identifiable records with respect to all costs and expenses incurred under this Contract. The records shall be maintained during the term of this Contract, and for a period of three (3) years from the date of final payment under this Contract (the "Retention Period"); provided, however, that if any litigation, claim or audit is commenced prior to the expiration of the Retention Period, then the Retention Period shall be extended until all litigation, claims or audit findings have been completely terminated or resolved, without right of further appeal. During the Retention Period, the Contractor shall allow a representative of the City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to, or arising under, this Contract. The City agrees to responsibly utilize all information obtained pursuant to this paragraph for the purposes of reviewing, confirming, and verifying the nature and amount of all costs and expenses incurred under this Contract. The City agrees to take reasonable precautions not to disclose such information outside the scope of those stated purposes, subject to the Kansas open records act or other applicable law.

12. Non-appropriation. The City is subject to Kansas budget and cash basis laws, and operates on a calendar fiscal year. In the event that this Contract involves financial obligations spanning multiple fiscal years for the City, it is subject to annual appropriation by the City's governing body for future fiscal years. If the City's governing body does not appropriate the funds necessary to fulfill the City's financial obligations pursuant to this Contract, the City shall so notify the other parties to this Contract and this Contract shall be null and void for purposes of the fiscal year(s) affected by the decision of the governing body not to appropriate.

13. Relationship. It is expressly understood that Contractor in performing services under this Contract, does so as an independent contractor. The City shall neither have nor exercise any control or direction over the methods by which Contractor performs its services hereunder. The sole interest and responsibility of the City is to see that the services covered by this Contract are performed and rendered in a competent, efficient, and satisfactory manner. Contractor shall be exclusively responsible for all taxes, withholding payments, employment-based benefits, deferred compensation plans, including but not limited to its workers compensation and social security obligations, and the filing of all necessary documents, forms, or returns pertinent to the foregoing.

14. Subcontracting. See General Clauses (GC-10).

15. Compliance with Applicable Law. Contractor shall comply with all applicable federal, state, and local law in the performance of this Contract.

16. Equal Opportunity.

- (a) In conformity with the Kansas Act Against Discrimination, the Contractor and its subcontractors, if any, agree that:

- (1) The Contractor shall observe the provisions of the Kansas Act Against Discrimination and in doing so shall not discriminate against any person in the performance of work under this Contract because of race, sex, religion, age, color, national origin, ancestry or disability;
- (2) The Contractor shall include in all solicitations, or advertisements for employees, the phrase “equal opportunity employer,” or a similar phrase to be approved by the city’s human relations director;
- (3) If the Contractor fails to comply with the manner in which the Contractor reports to the Kansas Act Against Discrimination, the Contractor shall be deemed to have breached this Contract and it may be canceled, terminated or suspended, in whole or in part, by the City;
- (4) If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the KAAD, the Contractor shall be deemed to have breached this Contract and it may be canceled, terminated or suspended, in whole or in part, by the City;
- (5) The Contractor shall not discriminate against any employee or applicant for employment in the performance of this Contract because of race, sex, religion, age, color, national origin, ancestry or disability; and
- (6) The Contractor shall include similar provisions in any subcontract under this Contract.

17. Administration of Contract. All references in this Contract requiring the City’s participation or approval shall mean the participation or approval of the City Council, unless otherwise provided herein.

18. Attorney Fees. If any suit or action is instituted by either party hereunder, including all appeals, the prevailing party in such suit or action shall be entitled to recover reasonable attorney fees and expenses from the non-prevailing party, in addition to any other amounts to which it may be entitled.

19. Right to Independent Legal Advice. The Contractor understands and acknowledges the right to have this Contract reviewed by legal counsel of the Contractor’s choice.

20. Applicable Law; Venue. This Contract and its validity, construction and performance shall be governed by the laws of Kansas. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be in the Johnson County Kansas, District Court.

21. Interpretation. This Contract shall be interpreted according to its fair meaning, and not in favor of or against any party.

22. Time. Time is of the essence of this Contract. No extension will be granted unless in writing and signed by the parties. Should the end of a time period fall on a legal holiday that termination time shall extend to 5:00 p.m. of the next full business day.

23. Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal.

24. Authority and Consent to Transaction. Each party represents to the other that the person executing this Contract has full and legal authority to bind such party to the terms of this Contract, and that the execution and delivery of this Contract have been duly and validly authorized by the governing body of each party.

25. Persons Bound. This Contract shall extend to and bind the heirs, executors, administrators, trustees, successors and authorized assigns of the parties hereto.

26. Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed an original, or in multiple originals, and all such counterparts or originals shall for all purposes constitute one agreement.

27. **Amendments.** Neither this Contract nor any of its terms may be changed or modified, waived, or terminated except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought.

28. **Waiver.** Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed By Contractor to which the same may apply and, until complete performance by Contractor of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

29. **Conflict Resolution.** No interpretation of this Contract shall be allowed to find the City has agreed to binding arbitration.

30. **No Third Party Beneficiaries.** Solely the parties to this Contract shall have rights and may make claims under this Contract. There are no intended third party beneficiaries under this Contract, and no third parties shall have any rights or make any claims hereunder.

31. **Feminine-Masculine, Singular-Plural.**

Wherever used, singular shall include the plural, plural the singular, and use of any gender shall include all genders.

32. **Headings.** The headings of the sections of this Contract are included for the purposes of convenience only and shall not affect the interpretation of any provision hereof.

33. **Merger Clause.** These terms are intended by the parties as a complete, conclusive and final expression of all the conditions of their Contract. No other promises, statements, warranties, agreements or understandings, oral or written, made before or at the signing thereof, shall be binding unless in writing and signed by all parties and attached hereto.

34. **Survival of terms.** The following shall survive the expiration or termination of this Agreement for any reason: Compensation (if any payment obligation exists); Bond; Permits and Licenses; Liability and Indemnification; Insurance; Severability; Assignment; Independent Contractors; Compliance with Laws; Survival of Terms; City's Legislative Powers; Entire Agreement; Waiver.

35. **City's Legislative Powers.** Notwithstanding any other provisions in this Agreement, nothing herein shall be deemed to usurp the governmental authority or police powers of the City or to limit the legislative discretion of the City Council, and no action by the City Council in exercising its legislative authority shall be a default under this Agreement.

36. **Conflict of Interest.** Contractor certifies that no officer or employee of the City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of the City or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Contractor in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their authorized representatives.

CITY OF MISSION, KANSAS

CONTRACTOR

By: _____

Ronald E. Appletoft, Mayor

By: _____

_____(name)

Attest: _____ (title)
Audrey McClanahan, City Clerk

Form: _____
David K. Martin, City Attorney

SPECIFIC RESPONSIBILITIES

1. SPECIFIC RESPONSIBILITIES FOR MOWING:

- A. Most residential and commercial lots will require mowing with a small push mower or riding mower. Larger lots (especially those that are vacant), may require the use of a brush-hog.
- B. Residential and Commercial lots shall be cut to a height less than eight (8) inches
- C. Vegetation should be cut up to the street, including any adjacent ditch, right-of-way, or easement. This includes any area between the property line and the curb or street pavement line of any adjacent street or alley, whether improved or unimproved.
- D. Trimming shall be done around all trees, shrubbery, utilities, fence lines, foundations, walkways, lawn statuary, and other items located on the property.
- E. All litter and debris must be removed from mowing areas prior to work beginning.
- F. Grass and weed clippings must be removed or properly mulched.

2. SPECIFIC RESPONSIBILITIES FOR NUISANCE/DEBRIS REMOVAL:

- A. Proper cleanup, removal and off-site disposal of trash and items as specified on the work order.
- B. Only remove the items specified on the work order. If a question arises regarding a particular item, call the City official who issued the work order for clarification
- C. A photo shall be taken of the site prior to beginning the work and after completion of the work order. These photos shall be submitted with the bill to be kept in the case file.

3. SPECIFIC RESPONSIBILITIES FOR SECURING PROPERTY:

- A. Contractor may, on occasion, be asked to take measures to secure a property. This will generally consist of boarding up broken windows, securing open doors, and/or covering any holes that allow the elements to penetrate the interior of the structure.
- B. When boarding windows, the board should be cut to the size of the window opening and secured in place with screws.
- C. Boarded windows may require painting in a color that compliments or blends with the color of the structure so as not to leave exposed wood visible.
- D. Securing of doors may consist of covering the door with a board, cut to fit the doorway and secured with screws and painted, or securing the door with a latch and padlock.

4. SPECIFIC RESPONSIBILITIES FOR GRAFFITI REMOVAL OR COVERING:

- A. Contractor may, on occasion, be asked to remove and/or cover graffiti.
- B. When possible, graffiti should be removed using power washer and cleansers. If it is determined that power washing and/or cleansers will be harmful to the surface, then the graffiti should be painted over with a suitable color as to blend with the color of the surface area.

5. SPECIFIC RESPONSIBILITIES FOR TREE REMOVAL:

- A. Provide a written bid for specific tree removal projects prior to the work being done.
- B. Receive permission from the City for any closing of sidewalks/streets prior to work being done.
- C. Remove and dispose of tree debris.

6. SPECIFIC RESPONSIBILITIES FOR TREE EVALUATION:

- A. Contractor may, on occasion, be asked to provide a professional evaluation regarding the health and/or safety of a tree or tree limb.
- B. Evaluation must be completed by a certified arborist and a written report regarding the tree and its status shall be sent to the City within twenty-four (24) hours of the evaluation.
- C. If removal is recommended, a timeline for removal must be submitted with the evaluation of the tree.
- D. The contractor will be entitled to one (1) hour of compensation at the Contract Price for the evaluation of the tree.

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CITY OF MISSION, KANSAS
GENERAL CLAUSES FOR CONSTRUCTION CONTRACTS

1. **APPLICATION.**

These General Clauses are a part of the Contract Documents and shall be binding upon all parties, except for the parts obviously not applicable to the particular Contract, or if specifically revised, modified or supplemented by the technical Specifications, Bid, or Change Order.

2. **DEFINITIONS.**

When the following terms are used in the Specifications or other Contract Documents, the intent and meaning shall be interpreted as follows:

- (a) **BID.** The written offer of the Bidder to perform the contemplated Work in accordance with the Contract Documents and setting forth the prices for the Work to be performed.
- (b) **BIDDER.** Any individual, partnership, firm or corporation submitting a proposal for performing the Work.
- (c) **BUILDING OFFICIAL.** The Chief Building Official of the City of Mission, Kansas or the Chief Building Official's designated representative.
- (d) **CHANGE ORDER.** A written proposal and agreement executed by the Contractor and City and accompanied by new surety bonds in the full amount of the change order, covering Work not included in the original Contract Documents. The City reserves the right to waive the requirements of new surety bonds. Change orders shall include such supplemental drawings and technical specifications as may be required to show the location, character, details, and extent of the additions, deletions, or modifications.

If applicable unit prices for these additions or deletions are not contained in the original Contract Documents or if the total net change increases or decreases the total Contract Price twenty-five percent (25%) or more the City shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from the Contractor covering the Work involved in the change.

If the proposal is acceptable, the Building Official shall then prepare a Change Order which includes a detailed description of the change in the Work, a definitive statement as to the resulting change in the Contract Price and/or time, and a statement that all Work involved in the change shall be performed in accordance with Contract requirements except as modified by the Change Order. All Change Orders must be

approved by the City Council.

- (e) CITY. The City of Mission, Kansas a municipality, acting on its own behalf or through legally authorized officials.
- (f) CONTRACT. The written agreement covering the performance of the Work.
- (g) CONTRACT DOCUMENTS. Those items so designated as the “Contract Documents” in the Contract.
- (h) CONTRACT PRICE. The moneys payable by the City to the Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Contract.
- (i) CONTRACT TIMES. The number of days or the dates stated in the Contract Documents to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment.
- (j) CONTRACTOR. The individual, partnership, firm, or corporation executing a Contract, acting directly or through lawful agents or employees, and who is primarily liable for the acceptable performance of the Work under Contract and for payment of all legal debts pertaining thereto.
- (k) DRAWINGS. The working drawings, supplemental drawings, or reproductions of the drawings showing the location, dimensions, and details of the Work to be done.
- (l) INSPECTOR. An authorized representative of the Building Official or an authorized representative of the City assigned to inspect the Work performed or materials furnished by the Contractor, or all other duties required for construction of the project as set forth in the Specifications.
- (m) MILESTONE. A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
- (n) SITE. Land or areas indicated in the Contract Documents as being furnished by the City upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by the City which are designated for the use of the Contractor.
- (o) SPECIFICATIONS. The directions, provisions, and requirements pertaining to the method and manner of performing the Work, to the kind and type of equipment, or to the qualities of materials to be furnished.
- (p) STANDARD SPECIFICATIONS AND TEST METHODS. All specifications and test methods of any society, association, or organization herein referred to are hereby made a part of the Contract Documents to the same extent as if fully set forth herein.

Reference to such "Standard Specifications" shall be deemed to refer to the latest standard and tentative standards as are in force on the date Bids are received.

- (q) SUBSTANTIAL COMPLETION. The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of the Building Official, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that it can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to the "Substantial Completion" thereof.
- (r) WORK ORDER. A written notice given by the City to the Contractor declaring the type of work to be performed on a particular property and fixing the date on which the Contract Times will commence to run.
- (s) WORK. The furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the construction project required to be provided under the Contract Documents, and the carrying out of all the duties and obligations imposed by the Contract.

3. TERMINOLOGY.

The words and terms discussed below are not defined but, when used in the Contract Documents, have the following indicated meaning:

- (a) DAY. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.
- (b) DEFECTIVE. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - i. Does not conform to the Contract Documents;
 - ii. Does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
- (c) FURNISH. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
- (d) INSTALL. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
- (e) PERFORM; PROVIDE. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install

said services, materials, or equipment complete and ready for intended use. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

4. COMMENCEMENT OF CONTRACT TIMES; NOTICE TO PROCEED.

The Contract Times will commence to run on the day indicated in the Work Order, meaning that barring extreme weather or other unforeseen circumstances, all work specified in the work order shall be completed within seventy-two (72) hours of the issuance of the work order. If the contractor is unable to complete the work order with this timeframe, the contractor shall make written notice to the City official issuing the work order and request an extension. If an extension is not granted, the City will use another contractor under contract with the City to complete the Work Order.

5. INSURANCE REQUIREMENTS.

The Contractor shall purchase and maintain, and shall require each of its authorized subcontractors to obtain and maintain, for the duration of the Contract, policies of insurance, providing such coverages and meeting such requirements as specified in Schedule A attached hereto.

6. PATENTED DEVICES AND PROCESSES.

All fees, royalties, and licenses for any patented invention, device, article, or process used in, upon, or in connection with the construction, erection, or operation of the Work or any part thereof, shall be included in the Contract Price or prices; and the Contractor shall hold the City harmless against any claim or demand for payment of such.

7. RESPONSIBILITY FOR PROPERTY DAMAGE.

The Contractor shall make payment for all damage to buildings, structures, trees, shrubbery, or other property located outside the property lines of the property specified in the work order, or located within those limits but not designated as part of the Work, providing such damage shall result from the wrongful acts, errors, mistakes, omissions, or defective Work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of the Work.

8. WORKMANSHIP.

All abatements shall be conducted in a neat and workmanlike manner. Improper or defective Work shall be corrected and if necessary removed, replaced, or reconstructed to comply with the Work Order. The Contractor shall be held responsible for the quality of the entire Work.

9. PRESERVATION OF MONUMENTS AND MARKERS.

The Contractor shall protect from disturbance all permanent monuments, benchmarks, and markers of the local, state, or federal government, and shall not excavate within five (5) feet of any of them without specific permission of the Building Official or Inspector.

10. INTERPRETATION OF CONTRACT DOCUMENTS.

The Contract Documents are complementary, and what is called for by one shall be as binding as though called for by all. In case of actual or alleged disagreement or discrepancy

between the Contract and the Work Order, the language and provisions of the Contract shall take precedence and prevail.

11. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT.

If the City fails to pay to the Contractor within thirty (30) days after due presentation any sum certified by the Building Official or awarded by arbitrators; the Contractor may, upon the seventh day after written notice to the City and to the Building Official, terminate the Contract and recover from the City full payment for all Work properly executed.

12. CITY'S RIGHT TO TERMINATE CONTRACT.

(a) The occurrence of any one or more of the following events will justify termination of the contract:

- i. The Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or failure to complete within the timeframes)
- ii. The Contractor's persistent disregard of laws, ordinances, or regulations, or the directions of the Building Official; or
- iii. The Contractor's violation in any substantial way of any provisions of the Contract Documents.

(b) If one or more of the events identified in Section 12(a) above occur, the City may, after giving the Contractor ten (10) days written notice of its intent to terminate the services of the Contractor, terminate the Contract or the Contractor's right to complete the Contract, and:

- i. Complete the Work as the City may deem expedient.

(c) If the Contractor's services have been terminated by the City, the termination will not affect any rights or remedies of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the City will not release the Contractor from liability.

GENERAL CLAUSES - SCHEDULE A INSURANCE REQUIREMENTS

Pursuant to Section 6 of the Contract and Section 6 of the General Clauses, the Contractor shall obtain, pay for, and maintain – and shall require each of its authorized subcontractors to obtain and maintain – for the duration of the Contract, policies of insurance meeting the following requirements:

1. General Requirements.

A. Additional Insured. With the exception of any workers' compensation and professional liability policies to be obtained by the Contractor hereunder, all policies shall name the City of Mission, Kansas ("City"), its agents, representatives, officers, officials, and employees as additional insured(s). Insurance for the additional insured shall extend to Products/Completed Operations and be as broad as the insurance for the named insured, including defense expense coverage, and, with respect to the commercial general liability policy required hereunder, shall be endorsed to apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured(s).

B. Waiver of Subrogation. Where allowed by law, all policies will include a waiver of subrogation in favor of the City, its agents, representatives, officers, officials, and employees.

C. Claims Made Policies. If coverage is written on a claims-made basis for any of the policies required by this Contract, the Contractor must maintain the coverage for a minimum of two (2) years from the date of final completion of all work under the Contract.

D. Premium and Deductible Expenses. The Contractor shall be responsible for all premiums and retention or deductible expense for any and all policies required by this Contract.

2. Specific Coverage Requirements.

A. Commercial General Liability. This insurance shall be occurrence type written in comprehensive form acceptable to the Owner. This insurance shall protect Contractor, Owner, Design Professional and Consultants as additional insureds, against claims arising from injuries, sickness, and disease. Or death of any person or damage to property arising out of performance of the work. The policy shall also include coverage for personal injury liability; contractual liability; completed operations and products liability; and for blasting, explosion, and collapse of buildings; and damage to underground property. The liability limits for bodily injury and property damage shall be not less than:

- Combined single limit for each occurrence \$1,000,000
- General aggregate \$1,000,000

B. Business Automobile Liability. This insurance shall be occurrence type written in comprehensive form and shall protect Contractor, Owner, Design Professional and Consultants as additional insureds, against claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, either on or off the project site, whether they are owned, non-owned, or hired. The liability limits shall be not less than: \$1,000,000

C. Workers' Compensation and Employer's Liability. This insurance shall protect Contractor against all claims under applicable state worker's compensation laws, including coverage as necessary for the benefits provided under the United States Longshoreman's and Harbor Workers Act and the Jones Act. Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of worker's compensation laws. This policy shall include an "all states" or "other states" endorsement. The liability limits shall not be less than:

- Workers' Compensation (Coverage Part A)
 - Statutory
- Employer's Liability (Coverage Part B)
 - Bodily Injury by Accident \$100,000 each accident
 - Bodily Injury by Disease \$500,000 policy limit
 - Bodily Injury by Disease \$100,000 each employee

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

The policies listed above may not be cancelled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Worker's Compensation and Employer's Liability, Commercial General Liability, and Automobile Liability specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this agreement. Contractor shall provide to City prior to the execution of this Agreement a Certificate of Insurance showing all Required Coverages, Endorsements, Additional Insureds, and Compliance with the Terms of These Requirements.

City of Mission	Item Number:	8.
DISCUSSION ITEM SUMMARY	Date:	May 6, 2020
ADMINISTRATION	From:	Laura Smith

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

RE: COVID-19 Reopening Recommendations - City Facilities/Programs/Services

DETAILS: Following review of Governor Laura Kelly’s Reopening Kansas plan, and the extension of the Johnson County stay-at-home order through May 11, staff has developed the proposed reopening plan as it relates to various City facilities, programs and services.

Please refer to the attached memorandum and reopening matrix for details and additional information.

CFAA IMPACTS/CONSIDERATIONS: The Council and staff believe that a slow and cautious approach to reopening City facilities is prudent to protect the health and welfare of our residents regardless of age or circumstances.

Related Statute/City Ordinance:	Section 130.010 of the Mission Municipal Code, Council Policy 104
Line Item Code/Description:	n/a
Available Budget:	n/a



MEMORANDUM

Date: May 5, 2020
To: Mayor and City Council
From: Laura Smith, City Administrator
RE: COVID-19 Reopening Recommendations - City Facilities/Programs/Services

In April both Governor Laura Kelly and Johnson County issued stay-at-home orders as a public health mitigation strategy to slow the spread of the novel coronavirus (COVID-19). Throughout the orders, and particularly as they were set to expire last week, staff has been reviewing and evaluating impacts on various City facilities, programs and services.

This memorandum and the accompanying matrix outline a series of recommendations which we believe will assist Mission in responding responsibly once the stay at home order is lifted while continuing to protect the health and safety of the community and our employees. Generally, the recommendations will follow the phasing recommendations outlined in the State’s [Ad Astra: A Plan to Reopen Kansas](#) (The Plan). Based on Johnson County’s extension of the stay-at-home order, Phase I of the plan will begin on May 11. Each phase is to be reviewed and analyzed on a rolling 14-day cycle, so all dates connected with the State’s reopening plan are “best case scenario” and subject to adjustment/extension depending on COVID-19 data trends. A [simple reopening guide](#) prepared by the County is also available for your reference.

In each recommendation included below, an estimated impact to the public has been identified. Estimated budgetary implications are still being reviewed and will be provided as a supplement to this memo at the committee meeting.

City Hall/Police Department/Public Works

City facilities have been closed to the public since March 13, 2020. With the exception of public safety personnel, staff have been working remotely and on staggered schedules in order to keep the total number of personnel in any facility at 50% or less of typical staffing. It is recommended that City Hall, the Police Department and Public Works reopen to the public no sooner than June 1, 2020. This will allow for staff to be re-introduced slowly and cautiously into the workplace to ensure appropriate social distancing can be achieved. In addition, staff will have adequate time to develop, review and practice various procedures related to sanitizing and use of personal protective equipment (PPE) where appropriate before the public is invited back into the facility. Estimated Public Impact: Low

Municipal Court

The first in-person court docket has tentatively been scheduled for Tuesday, June 9, 2020, which is anticipated to coincide with with Phase III. Staff will continue to work with the Judge



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and the Prosecutors to review and evaluate options to reduce docket size and to move court patrons through the process in a manner that meets social distancing requirements. Although not specifically subject to the gathering size requirements in The Plan, staff will use the gathering limit criteria as a guide for achieving compliance with its spirit and intent. With the natural reduction in citations throughout the pandemic, docket sizes are anticipated to be manageable. Additional staff may be required to manage flow and distancing through the lobby and the courtroom. Estimated Public Impact: High

City Meetings (Internal and External)

City meetings, including City Council meetings, Board and Commission Meetings and other internal and external meetings will continue to be conducted remotely through June 30. Effective July 1, in-person City meetings may resume if appropriate. Estimated Public Impact: Low

Non-Essential Events in City Facilities (excluding Community Center)

Any non-essential event (tours, retirement celebrations, etc.) in City Hall, the Police Department or Public Works will be allowed to resume with the introduction of Phase IV of The Plan. The Community Center will be subject to separate event and reopening criteria.

Mission Family Aquatic Center

City staff has considered various scenarios related to the opening of the outdoor pool. The recommendation is not to open the MFAC for the 2020 season. This recommendation is based on many factors including but not limited to:

- Safety of our staff as well as residents. Our seasonal pool staff is primarily minors under the age of 18.
- Difficulty in accommodating social distancing practices among staff and patrons, particularly in the concession area, break room, and locker rooms.
- Challenges in enforcing gathering limits, distancing requirements, and the high likelihood to create conflict between staff and patrons.
- Inability to provide required lifeguard certification training while maintaining 6 feet of separation between guards.
- Efforts to coordinate with other NE Johnson County cities, so as not to increase the burden on pools that do attempt to stay open.
- To allow seasonal staff the opportunity to seek other employment opportunities.



MEMORANDUM

This decision impacts the Mission Marlins swim team, who is in the MoKan Swim league, and they have not yet canceled the 2020 season. However, with closure of other facilities in the metro area, and the gathering limits placed on youth sports, there is likely no way to accommodate the swim teams this summer. Therefore, weighing all the risks associated with a modified operational plan, uncertainty of phase rollout dates and the potential for budgetary savings, Staff recommends cancellation of the 2020 season. Estimated Public Impact: High

Mission Summer Camp (MSC)

Although the State’s reopening plan specifically allows for licensed day camp programs to operate, staff does not feel that we can adequately meet all the recommended social distancing guidelines in order to provide a quality experience for staff and campers. In addition, hosting a day camp program potentially limits options for reopening and reuse of the Community Center for fitness and rental purposes. While this is a difficult recommendation impacting both our seasonal staff and the families the program serves we believe making this decision as soon as possible is fair to both as they try to make alternative arrangements for employment or child care. Estimated Public Impact: High

Mission Market

Staff is proposing a modified version of the market to provide continuity of programming for the public and support for the small business vendors who participate. The recommendation is to open the market in connection with Phase IV. When the market opens, it would be with modifications currently in place at other regional markets such as limiting guests to one shopper per family, encouraging mask use, spacing tents apart, providing guidance for one-way traffic in front of the tents and utilizing multiple handwashing stations. No hot prepared foods would be available, nor would the beer and wine garden. Music and other special events will not be scheduled. As a support to the market vendors, staff would like to offer a pick-up only option available beginning June 4, encouraging shoppers to place online orders. No onsite shopping would be permitted, and all the previously mentioned safety precautions would be in place. Estimated Public Impact: High

Playgrounds/Park Restrooms

Playgrounds are recommended to remain closed through the conclusion of Phase II of The Plan. Restrooms - both permanent and portable - are recommended to remain closed through Phase III, reopening in Phase IV.. Estimated Public Impact: High



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Community Center

Gyms and fitness centers may reopen in Phase II of the State's reopening plan. However, because the actual opening dates are unknown, and because staff estimates the need for at least one week to respond and communicate appropriately with users of the facility prior to reopening, we are recommending the Community Center open for fitness activities no sooner than June 1 2020. The facility would be open its regular days and hours, with the exception of Sunday. Closure on Sunday is recommended due to an inability under normal circumstances to cover staffing needs with low demand. Additional specifics impacting operation of the facility at the initial phase will be provided during the Committee meeting, and will continue to be developed and refined prior to the reopening. Staff anticipates conducting a survey of current members in the next 7-10 days to gauge willingness and interest in returning to the facility while any restrictions are in place. Estimated Public Impact: High

Facility rentals are recommended to resume with the introduction of Phase III (gathering limit of 90), and at least one week following the reopening of the Center for fitness activities. This will allow staff to assess the traffic patterns in the facility to ensure we can accommodate all appropriate social distancing requirements for both fitness and rental activities. Estimated Public Impact: High

Mission Summer Family Picnic

Staff has been reviewing and evaluating the potential impacts to the Mission Summer Family Picnic scheduled for Saturday, July 11. After considering the various elements of the event, we were in agreement that with public health as the primary concern, it would be next to impossible to hold the traditional event with the expected gathering restrictions and guidelines in place. The recommendation is to postpone the Mission Summer Picnic until September recognizing there is a high potential it could be cancelled entirely for 2020. If Council would prefer to definitively cancel the event at this time, staff can focus on developing other ways to support virtual community gatherings or activities.

Sunflower Festival

Following the Sunflower Festival in 2019, the Mission Business Partnership communicated their desire for the City to take back ownership and responsibility for this downtown parade and event. Staff discussed our capacity and determined that we would have an appetite to support a community event like the Sunflower Festival. However, challenges with securing marching



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bands for the parade and other questions about form and activities had led staff to consider taking a break from the festival in 2020 and having an opportunity to develop a better long term vision and strategy for the festival. All of this was pre-COVID-19, and with additional challenges presented in the current environment staff recommends canceling the 2020 Sunflower Festival with plans to bring back recommendations for an event beginning in 2021. Estimated Public Impact: High

Mission Police Department Citizens Academy

Based on the gathering size limitations and the closure of other facilities critical to the program curriculum, the 2020 Citizen's Academy has been cancelled and rescheduled for the first quarter of 2021.

Mission COVID-19 Reopening Plan – as of 5-5-20

Milestone	Phase One	Phase Two	Phase Three	Phase Four
Estimated Date Range	May 11	TBD based on gating criteria - no sooner than May 18	TBD based on gating criteria - no sooner than June 1	TBD based on gating criteria - no sooner than June 15
Gatherings	<ul style="list-style-type: none"> No groups over 10 	<ul style="list-style-type: none"> No groups over 30 	<ul style="list-style-type: none"> No groups over 90 	<ul style="list-style-type: none"> TBD
Public Facilities* and Meetings	<ul style="list-style-type: none"> All City facilities remain closed to the Public City meetings (internal and external) continue via Zoom No in-person court dates No non-essential events in City facilities 	<ul style="list-style-type: none"> All City facilities remain closed to the Public City meetings (internal and external) continue via Zoom No in-person court dates No non-essential events in City facilities 	<ul style="list-style-type: none"> City facilities open to the public (June 1 at the latest) City meetings (internal and external) continue via Zoom In-person court dates (resume June 9) No non-essential events in City facilities Mission Market opens with restrictions and modified activities 	<ul style="list-style-type: none"> No restrictions Mission Market opens with restrictions and modified activities In-person City meetings (internal and external) resume if appropriate after July 1, 2020
Work	<ul style="list-style-type: none"> Employees working remotely and staggered schedules. Vulnerable employees return to work handled on a case- by- case basis All Public Works return on staggered shifts with distancing City travel restriction and personal travel reporting requirement to HR remains 	<ul style="list-style-type: none"> Employees working remotely and staggered schedules. Vulnerable employees return to work handled on a case- by- case basis All Public Works return on staggered shifts with distancing City travel restriction and personal travel reporting requirement to HR remains 	<ul style="list-style-type: none"> All staff back to work on normal schedule unless given ADA or FMLA Accommodation City travel restriction and personal travel reporting requirement to HR remains 	<ul style="list-style-type: none"> All staff back to work on normal schedule unless given ADA or FMLA Accommodation City travel restriction and personal travel reporting requirement lifted

Parks and Recreation	<ul style="list-style-type: none"> Community Center closed MFAC closed Tennis courts open (handball court remains closed) Playgrounds closed Park restrooms closed 	<ul style="list-style-type: none"> Community Center closed MFAC closed Tennis courts open (handball court remains closed) Playgrounds closed Park restrooms closed 	<ul style="list-style-type: none"> Limited reopening of Community Center fitness activities (June 1 at the latest)** Community Center rentals based on gathering limits MFAC closed All playgrounds and sports courts open Park restrooms closed 	<ul style="list-style-type: none"> Expanded use and access for Community Center fitness activities Community Center rentals based on gathering limits MFAC closed All playgrounds and sports courts open Park restrooms open
Protective Measures	<ul style="list-style-type: none"> Protective barriers installed as needed; social distancing required; employees may wear masks at any time; employees are encouraged to wear a mask anytime they are outside of their immediate work area; Employees are required to wear a mask: when going to a different city department, when assisting patron without a physical barrier (service window), and when working in close contact with others while indoors; Police Department employees follow their orders and directives, but must wear mask when in city hall, community center, or public works; Public Works and Parks and Recreation employees must follow additional department written policies and protocols. 	<ul style="list-style-type: none"> Protective barriers installed as needed; social distancing required; employees may wear masks at any time; employees are encouraged to wear a mask anytime they are outside of their immediate work area; Employees are required to wear a mask: when going to a different city department, when assisting patron without a physical barrier (service window), and when working in close contact with others while indoors; Police Department employees follow their orders and directives, but must wear mask when in city hall, community center, or public works; Public Works and Parks and Recreation employees must follow additional department written policies and protocols. 	<ul style="list-style-type: none"> Protective barriers installed as needed; social distancing required; employees may wear masks at any time; employees are encouraged to wear a mask anytime they are outside of their immediate work area; Employees are required to wear a mask: when going to a different city department, when assisting patron without a physical barrier (service window), and when working in close contact with others while indoors; Police Department employees follow their orders and directives, but must wear mask when in city hall, community center, or public works; Public Works and Parks and Recreation employees must follow additional department written policies and protocols; floor markers installed for public waiting in line 	<ul style="list-style-type: none"> Protective barriers installed as needed; social distancing required; employees may wear masks at any time; employees are encouraged to wear a mask anytime they are outside of their immediate work area; Employees are required to wear a mask: when going to a different city department, when assisting patron without a physical barrier (service window), and when working in close contact with others while indoors; Police Department employees follow their orders and directives, but must wear mask when in city hall, community center, or public works; Public Works and Parks and Recreation employees must follow additional department written policies and protocols; floor markers installed for public waiting in line

*Public facilities include City Hall, the Police Department and Public Works

**Community Center fitness allowed to open in Phase II, but holding open to at least June 1

City of Mission	Item Number:	9.
DISCUSSION ITEM SUMMARY	Date:	May 6, 2020
ADMINISTRATION	From:	Laura Smith

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

RE: Election of Council Community Development Committee Chair and Vice Chair.

DETAILS: In accordance with Section 130.010 (B) of the City’s Municipal Code, “On an annual basis, on or before the first June Council meeting, the City Council shall vote to elect the chairperson and vice chairperson of the Finance and Administration Committee and the Community Development Committee.”

Committee Chairs are appointed for one year. City Council Policy 104 outlines the practices and procedures of the Council Committees and is attached for your information.

This item will be considered under “New Business” on the May 20, 2020 City Council agenda.

CFAA IMPACTS/CONSIDERATIONS: N/A

Related Statute/City Ordinance:	Section 130.010 of the Mission Municipal Code, Council Policy 104
Line Item Code/Description:	n/a
Available Budget:	n/a

CITY OF MISSION CITY COUNCIL POLICY MANUAL

POLICY NO. 104 - REVISED

GUIDELINES FOR CITY COUNCIL COMMITTEES

1.01 Composition and Number

The City of Mission has established and assigned specific responsibilities to the following City Council Committees:

- Finance and Administration Committee
- Community Development Committee

1.02 Meetings

Committee meetings shall be scheduled monthly. All meetings are open to the public. Wednesday evenings shall be committee meeting night with meetings beginning at 6:30 p.m. Committees shall follow a meeting schedule, except for holidays, as follows:

- 1st Wednesday of the month: Community Development Committee at 6:30 p.m.; Finance & Administration Committee at 7:30 p.m. or immediately following the Community Development Committee.
- 2nd Wednesday of the month: Reserved for overflow business from either the Community Development Committee or Finance and Administration Committee. Committee meetings scheduled for the second Wednesday of the month shall begin at 6:30 p.m.

All meetings shall be held at City Hall unless otherwise specified. Additional meetings may be held upon the call of the Chair or upon the call of a majority of committee members, provided that all members shall be notified of such meeting at least 24 hours in advance of the announced start of the meeting, and is consistent with Kansas Open Meeting laws.

1.03 Quorum

Committees shall conduct business only in the presence of a quorum. A quorum shall consist of five members. It shall be the duty of each committee chair to encourage member attendance. City staff will be responsible to ascertain in advance whether or not a quorum will be present to conduct business.

1.04 Agenda

An agenda shall be developed by the chair and related staff before each meeting. Individual councilmembers may request the addition of specific items to the agenda by contacting the committee chairperson, vice-chairperson, or City Administrator. These items will initially be placed under "Discussion Item" for consideration of additional/future action by the committee. The agenda shall be followed as much as possible; however, business not appearing on the agenda may be taken up under the heading "Other Business." All items on the Agenda will identify the person(s) sponsoring an item. The City Administrator and department heads will participate in the presentation of information to the committee, but are not voting members of the committee.

1.05 Public Comments

Public meetings are the primary method for the public to address the members of the Council Committee. A vital part of good government is establishing policies and procedures for public meetings so that the meetings can be as effective as possible. It is the desire of the Council Committee to allow public comment and to conduct the meetings with the utmost civility and professionalism. Public comment taken at the Council Committee meetings will adhere to the following guidelines:

- To ensure an accurate record, members of the public will be asked to state their name and address for the record and then sign in with the City Clerk after addressing the Committee.
- Printed materials to be distributed to the Committee should be given to the City Clerk who will see that they are entered into the record.
- When public comment is sought at the Committee meeting, no interested person shall speak more than twice to any question, nor more than five (5) minutes each time.
- Members of the Committee are discouraged from engaging in debate with a member of the public at a Committee meeting. The purpose of public comment is for the Committee members to receive input or information from the public.
- Any person making slanderous remarks or being disruptive while addressing the Committee may be requested to leave immediately.

1.06 Votes

Meetings shall be conducted in an orderly manner. Generally, Code of Procedure for Kansas Cities, First Edition, should serve as a guideline in the conduct of committee meetings. The committee chair will preside over the meetings and is responsible for maintaining orderly discussion. Upon the call of the chair, voice votes shall be taken of committee members to determine committee action on each issue. Passage shall require a majority of those present and voting, including the chair. Tie votes shall be considered to be a failure of the motion. The chair of the committee cannot make a motion. Seconds to motions are not required.

1.07 Minutes

Minutes shall be kept of all committee meetings by staff assigned by the City Administrator. Distribution shall be made to the Mayor and Council.

1.08 Committee Responsibilities

Committees shall be responsible for the review of policy matters dealing with their assigned departments. This shall include but not limit review of major equipment purchases, property acquisition, construction, development policies, ordinance and resolution review, budget review.

Requests by various groups for proclamations shall be routed to the Mayor for consideration. Proclamations do not require Council action. Planning Commission items generally shall go directly to the Council except in the instance of recommended changes to the actual Zoning Ordinance, in which case these recommendations will be reviewed by the Community Development Committee.

Council committee members shall not be involved in daily administrative tasks. Direction of the daily operations of a department shall be left to the department head under the direction of the City Administrator. If a committee has specific operations problems, these are to be directed to the attention of the City Administrator who will expedite any necessary actions.

Committees shall deal with City personnel matters only on a policy review basis. Policy review means such things as personnel rules, job descriptions, or salary schedules. Committee members either individually or as a committee shall not meet with an employee concerning personnel matters. Employees with specific grievances shall use the established appeal procedure as outlined in the Personnel Policies and Guidelines.

The City Administrator shall be responsible for any necessary support to the Council committees.

1.09 Significance of Committee Actions

Action of committees shall constitute recommendations to the full Council. No binding decision can be made in committee on matters that should be brought before the full Council. In emergency and time-constrained situations, the City Administrator or City Clerk may poll the remainder of the City Council Committee members for approval of a committee action.

1.10 Responsibilities of Committee Chair

1. Conduct meetings of the committee, including managing public comments
2. Report on Committee action to the full Council at City Council Meetings.
3. Approve agendas for regular and special committee meetings.

4. Encourage participation and attendance of committee members, including soliciting motions.
5. Serve as principal liaison between the committee and the staff and City Council on issues for which the committee had principal responsibility.

Suggestions and ideas regarding city business from individual Councilmembers are welcome and should be directed to the Committee Chair and/or City Administrator for action.

APPROVED BY THE CITY COUNCIL ON AUGUST 13, 2003.

REVISED AND APPROVED BY THE CITY COUNCIL ON JANUARY 14, 2004.

REVISED AND APPROVED BY THE CITY COUNCIL ON MAY 10, 2006.

REVISED AND APPROVED BY THE CITY COUNCIL ON MAY 21, 2014

REVISED AND APPROVED BY THE CITY COUNCIL ON JUNE 20, 2018.